United States Treaties and Other International Agreements

VOLUME 35

IN FOUR PARTS

Part 1

1982–1983

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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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VENEZUELA

Maritime Matters

Memorandum of understanding signed at Washington January 14, 1983;
Entered into force January 14, 1983.

MEMORANDUM OF UNDERSTANDING

During the course of the consultations held in Washington on January 13 and 14, 1983, delegations representing the Government of Venezuela and the Government of the United States of America agreed that before May 1, 1983, negotiations between the two governments will start with the purpose of reaching an agreement on maritime transport relations between both countries. The parties also agreed to the following, while these conversations are held:

1) Within a period of thirty days, starting from the date of this Memorandum of Understanding, discussions between CAVN and the shipping companies CCT and Delta will take place with the purpose of ensuring CCT and Delta status for access to the reserve cargo moving in trade between Venezuela and the United States, based on Article 14 of the Venezuela Law of Development and Protection of the Merchant Marine.

2) The Government of Venezuela will ensure that, not later than thirty days from the date of this Memorandum of Understanding, CCT and Delta are permitted to compete for reserve cargoes moving in trade between Venezuela and the United States on the same basis as Venezuelan-flag carriers and will take all implementing measures that are necessary, including giving official notice of United States carriers' eligibility to Venezuelan exporters, importers, and related credit facilities.

In reciprocity, subject to the provisions of Public Resolution 17,[1] the United States Maritime Administration will ensure that Venezuelan-flag carriers are permitted to carry Export-Import Bank cargoes destined for Venezuela.

The cargoes generated by the U.S. Department of Defense and the Ministry of Defense of Venezuela will be excluded from the above mentioned understanding.

3) All concerned Executive Branch agencies of the Government of the United States will immediately urge the Federal Maritime Commission to suspend all action in its rulemaking proceeding relating to conditions in the United States/Venezuelan trade (Docket No. 82-58), pending the actions referred to in paragraphs 1 and 2 above.

[1] 46 U.S.C. § 1241-1.

4) In the course of the consultations held on January 13 and 14, 1983, both delegations acknowledged as desirable the continued active presence of third-flag carriers in the United States/Venezuelan trade.

5) Both Governments will notify the shipping community, including importers and exporters which participate in the trade between both countries, of the contents of this Memorandum of Understanding, on the date of signature of this document.

For the Government of Venezuela

Rear Admiral Jose Jesus Villafana
General Director of Maritime
Transportation

For the Government of the
United States of America

Matthew V. Scocozza
Deputy Assistant Secretary
for Transportation and
Telecommunications
Department of State

Franklin K. Willis
Deputy Assistant Secretary
for Policy and
International Affairs
Department of Transportation

January 14, 1983.

MEMORANDUM DE ENTENDIMIENTO

En el curso de las consultas celebradas en Washington el 13 y 14 de enero de 1983, las delegaciones que representaron a los gobiernos de Venezuela y los Estados Unidos de Norteamerica convinieron que antes del primero de mayo de 1983 se iniciarán negociaciones entre los dos Gobiernos con el propósito de llegar a un acuerdo sobre las relaciones del transporte marítimo entre ambos países. Las partes también acordaron lo que sigue mientras se celebran esas conversaciones.

1) Dentro de un período de treinta días, contados a partir de esta fecha se celebrarán discusiones entre la CAVN y las navieras CCT y Delta, a fin de asegurarles la condición de transportar carga reservada en el comercio entre ambos países, de conformidad con el Artículo 14 de la Ley venezolana de Protección y Desarrollo de la Marina Mercante.

2) El Gobierno de Venezuela asegurará que, dentro de un período no mayor de treinta días desde la fecha de este Memorandum de Entendimiento, se permitirá a CCT y Delta a competir por la carga reservada en el comercio entre Venezuela y los Estados Unidos sobre la misma base que los navieros de bandera venezolana y tomará todas las medidas que sean necesarias para instrumentarla, incluyendo la participación oficial de la elegibilidad de las navieras de los Estados Unidos a los exportadores e importadores de Venezuela y las correspondientes facilidades crediticias.

En reciprocidad, la Administración marítima de los Estados Unidos, sujeto a las disposiciones de la Resolución Pública 17, asegurará que a las navieras venezolanas les será permitido transportar las cargas financiadas por el Banco de Importación y Exportación con destino a Venezuela.

Quedan excluidas de lo señalado anteriormente las cargas reservadas generadas por la Secretaría de Defensa de los Estados Unidos y el Ministerio de la Defensa de Venezuela.

3) Todas las dependencias ejecutivas del gobierno de los Estados Unidos a quienes concierne instarán de inmediato a la comisión Federal Marítima a suspender toda acción en el procedimiento decisorio relativo a las condiciones del comercio Estados Unidos/Venezuela (Expediente No. 82-58). (Sujeto a las acciones referidas en las párrafos 1 y 2 antes mencionados).

4) En el curso de las consultas celebradas el 13 y 14 de enero de 1983, ambas delegaciones reconocieron que es deseable que continue la presencia activa de las navieras de terceras banderas en el comercio Estados Unidos/Venezuela.

5) Ambos Gobiernos notificarán a la Comunidad naviera, incluyendo a los importadores y exportadores que participan en el comercio entre los dos países del contenido de este Memorandum de Entendimiento en la fecha de su firma.

Por el Gobierno de Venezuela

Contralmirante
J.J. Villafaña Salazar,
Director General Sectorial
de Transporte Acuático del
Ministerio de Transporte y
Comunicaciones

Por el Gobierno de
los Estados Unidos

Matthew V. Scocozza
Subsecretario de Estado Adjunto
para Transporte y
Telecomunicaciones

Frank Willis
Subsecretario de Transporte
Adjunto para Asuntos
Internacionales y Formulación
de Políticas

14 de enero de 1983.

HONG KONG

Trade in Textiles and Textile Products

Agreement amending the agreement of June 23, 1982.
Effected by exchange of letters
Signed at Washington January 12 and 14, 1983;
Entered into force January 14, 1983;
Effective January 1, 1983.

The Acting Chief, Textiles Division, Bureau of Economic and Business Affairs, to the Counselor for Hong Kong Commercial Affairs

DEPARTMENT OF STATE

Washington, D.C. 20520

January 12, 1983

Mr. Mark Goodfellow
Counselor for Hong Kong
Commercial Affairs
British Embassy
3100 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Dear Mr. Goodfellow:

I have the honor to refer to the visa arrangement between our two Governments effected by the exchange of notes on August 8, 1977, as amended, and included as Annex D in the U.S.-Hong Kong bilateral textile agreement of June 23, 1982,[1] (the Agreement). I have further the honor to refer to discussions between representatives of the Government of Hong Kong and the Government of the United States of America in Washington on October 20 and November 8 and 9, 1982, at which it was agreed that the textile apparel visa arrangement should be expanded to cover non-apparel products.

On behalf of my Government I propose that:

1) the first sentence in the first paragraph of the visa arrangement be amended to read: "Each shipment of textiles and textile apparel products under the terms of the Agreement produced or manufactured in Hong Kong and exported to the United States of America shall be accompanied by an export visa issued by the Government of Hong Kong."; and

2) the first sentence in the fourth paragraph of the visa arrangement be amended to read: "Textiles and textile apparel products produced or manufactured in Hong Kong included under the terms of the Agreement and exported to the United States of America which are not accompanied by a valid and correct visa in accordance with this Annex shall be denied entry by the Government of the United States of America."

If this proposal is acceptable to your Government this letter and your letter of acceptance shall constitute an amendment to the Agreement which will enter into force January 1, 1983. U.S. Customs will begin implementation of the amended visa arrangement on March 1, 1983.

Sincerely,

Ruth Miles Henderson
Acting Chief, Textiles Division
Bureau of Economic and
Business Affairs

[1] TIAS 10420; 34 UST 1362.

The Counselor for Hong Kong Commercial Affairs to the Acting Chief, Textiles Division, Bureau of Economic and Business Affairs

BRITISH EMBASSY
HONG KONG OFFICE

3100 Massachusetts Avenue, N.W.
Washington D.C. 20008

REF: c/4

14 January, 1983.

BY HAND

Miss Ruth Miles Henderson,
Acting Chief, Textiles Division,
Bureau of Economic Affairs,
Department of State,
Washington, D.C. 20520.

Dear Miss Henderson,

I acknowledge receipt of your letter of January 12 1983 proposing amendments to Annex D of the United States - Hong Kong Bilateral Textile Agreement of June 23 1982.

On behalf of the Government of Hong Kong I have the honour to accept the amendments as proposed by the Government of the United States.

I further confirm that the proposals in your letter together with this reply shall constitute an amendment to the Agreement and will enter into force with effect from 1 January 1983.

I also note that the United States will begin implementation of the amended visa arrangement on March 1 1983.

Yours sincerely,

Mark A. Goodfellow,
Counsellor Hong Kong Affairs.

MAG:lrh

Telex 440484 HKWSH UI • Telegrams Prodrome Washington • Telephone (202) 462-0139

SWEDEN

Defense: Military Personnel Exchange

Memorandum of agreement signed at Washington January 13 and 17, 1983;
Entered into force January 17, 1983.

MEMORANDUM OF AGREEMENT ON THE EXCHANGE OF MILITARY PERSONNEL BETWEEN THE UNITED STATES MARINE CORPS AND THE ROYAL SWEDISH NAVY AND ON THE GENERAL CONDITIONS WHICH WILL APPLY

1. The Exchange Program between the United States Marine Corps and the Royal Swedish Navy is established to experiment with the mutual exchange of military personnel and to promote on an active relationship between the two Services by which the experience, professional knowledge and doctrine of the Services are shared to the maximum extent permissible under existing policies of the United States and Sweden.

2. Selection Criteria. Officers selected for this duty shall be those who have demonstrated capabilities for future higher command and staff positions who are well versed in the practices and doctrines of their Service, and are particularly qualified through experience for the position which they will fill.

3. Tour of Duty. The normal tour of duty for personnel from the United States Marine Corps will be 12 months. This time will be exclusive of travel time between countries and any training incident to assumption of exchange duty. The tour for the United States Marine Corps exchange Officer will commence in 1983 and every fourth year thereafter. Exceptions and/or adjustments of individual tours will be based on mutual agreement between the participating Services.

4. Number of military personnel to participate in the program. The number of personnel to participate at any one time will be as agreed between the participating Services.

5. Duties. Exchange personnel will be assigned duties by the host Service which are agreeable to the parent Service. Such personnel should function fully as a member of the unit to which they are assigned. The host Service, however, will undertake not to place exchange personnel in duty assignments in which direct hostilities with forces of third states are likely. Should such confrontation or hostilities occur unexpectedly, involving a unit to which exchange personnel are assigned, such personnel should not be employed in active operations and the host Service will make every effort to remove exhange personnel from the area immediately.

6. Administration and Control. Exchange personnel will be administered and controlled as prescribed by the parent Service. U.S. Marine Corps personnel on exchange duty with the Royal Swedish Navy will be under the administration and control of the Commanding Officer, Marine Barracks, London, U.K. through the U.S Naval Attache Stockholm Sweden. Royal Swedish Navy personnel on exchange duty with the U.S.M.C. will be under the administration and control of the Royal Swedish Navy Chief of Naval Operations through the Swedish Naval Attache, Washington D.C.

7. Discipline. Exchange personnel will comply with the regulations orders, instructions and customs of the host Service insofar as they are applicable. They are subject to the commands of officers senior to them in rank in the host Service. Personnel committing an offense under the laws of either the parent or the host Service may be withdrawn from the exchange program with a view toward further administrative or disciplinary action taken by the parent Service when considered necessary. Disciplinary action, however, shall not be taken by the host Service against exchange personnel. The respective Services shall co-operate whenever possible in the carrying-out of administrative or disciplinary action against the offender by the parent Service.

8. Personal Assessments. Reports on exchange personnel will be prepared in confidence in the form requested by the parent Service.

9. Professional Proficiencies. The host Service will provide necessary facilities, wherever practicable, so that the exchange personnel may maintain their professional proficiencies in accordance with regulations of their parent Service.

10. Leave. Exchange personnel may be granted leave in accordance with the regulations of the parent Service, provided such leave is also approved by the proper authorities of the host Service.

11. Messing and Quarters. The host Service may provide familytype or single quarters for exchange personnel, and their dependents, and messing facilities for exchange personnel, if available, on the same basis and to the same extent that it provides for its own personnel. In any case, the host Service will render all practicable assistance in locating and obtaining suitable housing for exchange personnel.

12. Uniform. Exchange personnel are to comply with the dress regulations of their Service and the Order of Dress for any occasion is to be that which most nearly conforms to the Order of Dress of the particular unit with which they are

serving. Local commanding officers will not issue instructions to exchange personnel which cannot be complied with by reason of differences in dress regulations. Customs of the host service will be observed with respect to the wearing of civilian clothes.

Those special items of clothing on personal equipment normally provided by the host service to its members for the performance of special duties shall be provided on an equal basis by the host Service to exchange personnel assigned to the same duties.

13. Security. The parent Service is to supply a certificate of security clearance up to the level requirement by the exchange post.

Exchange personnel must comply at all times with the security regulations of the host Service.

14. Reports. Periodic or other reports which exchange personnel may be required to make by their own service or which they wish to make concerning their exchange duties will be submitted as follows:

a) U.S.M.C. exchange personnel will forward their reports, by appropriate service channels, through Försvarsdepartementet Internationella enheten and U.S.Naval Attache, Stockholm, to the Commandant of the Marine Corps.

b) Royal Swedish Navy exchange personnel will forward their reports, by appropriate service channels, through their U.S.M.C. Commanding Officer, the Commandant of the Marine Corps to the Swedish Naval Attache, Washington, D.C.

15. Financial Arrangements. The U.S. Marine Corps and the Royal Swedish Navy have established the following financial arrangements for the U.S. Marine Corps and Royal Swedish Navy Personnel Exchange Program:

a) With the exception of the items for which the host Service is assigned responsibility by sub-paragraph 15b below, the parent Service will, with respect to exchange personnel and their dependents and personal property, retain responsibility throughout the period of exchange for all pay, allowances, services, benefits, indemnities, reimbursements, and other particulars for which the parent Service is financially responsible under the laws and regulations governing that Service.

b) The host Service will provide the following for exchange personnel and their dependents and assume charges therefor, in accordance with and to the extent allowed by the laws and regulations governing that Service:

(1) Instruction/training directly associated with the exchange post which is accomplished incident to assumption of exchange duty;

(2) Training facilities wherever practicable for exchange personnel to maintain their professional proficiencies in accordance with the regulations of their parent Service, but only insofar as these facilities relate directly to fulfilling the exchange appointment;

(3) For travel of the exchange personnel in connection with their performance of duty or temporary duty directed by the host Service: transportation costs; reimbursement of actual lodging and subsistence expenses of per diem allowances in lieu thereof; and payment of other appropriate allowances and expenses. The standard of accommodations authorized, the items and limits of expenses reimbursable, the types and rates of allowances payable relative to such travel of the exchange personnel shall be the equivalent of the entitlements that the pertinent laws and regulations governing the host Service would afford to the personnel of the host Service under like conditions, except as specified in sub-paragraph e below;

(4) Incident to relocation of exchange personnel on a permanent basis from one duty station to another involving change of locality, by order of the host Service: transportation in kind, allowances in lieu thereof, or reimbursement of actual transportation costs for the travel of the exchange personnel and their dependents; shipment of their houshold effects or remimbursement or allowances for personally-procured shipping services: and payment of other allowances and expenses or indemnification associated with the transfer, as appropriate. All services, allowances, and reimbursements for the exchange personnel under this provision shall be equal in number, nature, and amount to the benefits that the personnel of the host Service would receive under its pertinent laws and regulations incident to relocation involving the same cirmcumstances.

(5) Travel expenses and per diem allowances for professional (as opposed to Service) functions approved by the host Commanding Officers.

(6) Medical and dental care for exchange personnel. The cost of any treatment beyond the capability of the hospitals and facilities of the host Service or outside the authority of the host Service to expend funds for may be defrayed by the parent Service to the extent authorized by its regulations. Such costs must be otherwise borne by the exchange personnel concerned.

c) Exchange personnel who are furnished a cash allowance for subsistence or rations by the parent Service and who utilize messing facilities provided by the host Service will adhere to the cash sale procedures prescribed for personnel of the host Service, but in no event will exchange personnel be required to purchase meals, if members of the host Service are not also subject to the requirement or not subject to loss of ration allowance.

d) Charges for Quarters. Any charges for public quarters provided exchange personnel pursuant to paragraph 11, including charges assessed for certain personal services, such as laundry and linen services, will be billed by the host Service directly to the exchange personnel concerned.

e) Where the nature of host Service responsibility assigned by sub-paragraph b above is such that its administration involves disbursements to exchange personnel, the following procedures apply:

(1) Exchange personnel of the U.S. Marine Corps will submit their claims, both for advances and for settlement, to the Commanding Officer, Marine Barracks, U.S. Naval Activity, London, England. Each claim for settlement will include an endorsement from the claimant's Royal Swedish Navy commanding officer stating the amount that would be allowable on the claim, if it were payable under laws and regulations applicable to members of the Royal Swedish Navy. Payment to the claimant will be the responsibility of the U.S. Marine Corps. The Royal Swedish Navy will reimburse the Chief of Naval Operations or the Commandant of the Marine Corps the amount paid on each claim by the U.S. Marine Corps, under the provisions of this subparagraph or the amount stated in the endorsement of the Royal Swedish Navy commanding officer accompanying each claim, whichever is the lesser. Accounts between the Services will be settled annually.

(2) Compensation or any reimbursement under this memorandum to which exchange personnel of the Royal Swedish Navy may be entitled and for which the U.S. Marine Corps may be responsible will be paid by the U.S. Marine Corps directly to the Royal Swedish Navy personnel concerned.

16. Privileges of Exchange Personnel.

a) Under exisiting legislation or administrative regulations of the host Government, the following privileges will be made available on a reciprocal basis to exchange personnel and their dependents:

(1) Exemption from any tax by the host Government upon income received from the parent Government;

(2) Exemption from any customs or import duty levied upon articles entered for their official, personal, or family use, including inter alia, their baggage and household effects, their private motor vehicles.

(3) Refund of any excise tax collected by the host Government upon any article exported;

(4) Purchasing privileges and patronage privileges at military/Embassy commissaries, military exchange and theaters, and military clubs on the same basis as equivalent personnel of the host Service.

(5) If in order to be eligible for certain privileges, special I.D. cards are required, the host service will ensure issuance.

b) The foregoing subparagraph does not in any way limit privileges set forth elsewhere in this Amendment or other privileges granted by applicable laws and regulations of the host Government.

17. Service Sponsors

a) Arrangements shall be made to ensure that exchange personnel are informed of their rights and obligations prior to their tour of duty with the host Service, and they will be familiarized with the customs and any special conditions to be observed in the host country.

b) The host Service will appoint representatives (to be known as Service Sponsors) who will provide exchange personnel with assistance and advice in this respect. Preferably, Service sponsors should have the same rank as the exchange personnel concerned.

18. Any disagreement regarding the interpretation or application of this Memorandum will be resolved by consultation between the Governments concerned and will not be referred to an international tribunal or third party for settlement.

19. This Memorandum will take effect on the day of last signature and will remain in effect for a period of 4 years.

20. This Memorandum may be terminated in writing by either the Royal Swedish Navy or the United States Marine Corps subject to six months prior notice being given, or may be terminated at any time by mutual agreement of the participating parties.

21. The responsibilities of the Governments involved regarding the use, safeguarding and disclosure to third parties of information exchanged or transferred under this Memorandum will continue to remain in effect after this Memorandum is terminated as if the Memorandum had not been terminated.

Hans Tynnerstrom

For the Royal Swedish Navy
HANS TYNNERSTROM
Captain, Royal Swedish Navy
Naval Attache
Swedish Embassy

13 JAN 1983

For the United States
Marine Corps
P. X. KELLEY
General, U. S. Marine Corps
Assistant Commandant of the Marine Corps
and Chief of Staff, Headquarters Marine Corps

17 JAN 1983

MEXICO

Weather Stations

Agreement extending the agreement of July 31, 1970, as amended and extended.
Effected by exchange of notes
Dated at Tlatelolco and Mexico January 5 and 28, 1983;
Entered into force January 28, 1983;
Effective February 1, 1983.

The Mexican Department of Foreign Relations to the American Embassy

315068

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y se refiere a su nota 316330, fechada el 16 de julio de 1982, en la cual le manifestó su conformidad para que el Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos Mexicanos y los Estados Unidos de América se prorrogara, en su forma actual, por seis meses, a partir del 1° de agosto de 1982.

Teniendo en cuenta que la citada prórroga vence el próximo 1° de febrero y que hasta la fecha no se han recibido las propuestas de modificación que las autoridades competentes de la Administración Nacional Oceánica y Atmosférica de su país desean hacer al mencionado Programa, la Secretaría propone a la Embajada que el Programa de Cooperación en Materia de Observación Meteorológica entre los Estados Unidos Mexicanos y los Estados Unidos de América, cuya última prórroga se realizó por Canje de Notas de 17 de junio y 16 de julio de 1982, se prorrogue, en su forma actual, por seis meses más, a partir del 1° de febrero de 1983.

La Secretaría de Relaciones Exteriores aprovecha la oportunidad para renovar a la Embajada de los Estados Unidos de América el testimonio de su más alta consideración.

Tlatelolco, D.F., a 5 de enero de 1983.

A la Embajada de los
Estados Unidos de América,
C i u d a d.

TIAS 10636

TRANSLATION

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

No. 315068

The Department of Foreign Relations presents its compliments to the Embassy of the United States of America and refers to its note No. 316330 of July 16, 1982,[1] in which it indicated its consent for the extension, in its present form, of the Cooperative Meteorological Observation Program between the United Mexican States and the United States of America[2] for six months, beginning August 1, 1982.

In view of the fact that the aforementioned extension will expire on February 1, 1983, and that to date the proposed changes in the Program which the National Oceanic and Atmospheric Administration of your country wishes to make have not been received, the Department proposes to the Embassy that the Cooperative Meteorological Observation Program between the United Mexican States and the United States of America, whose most recent extension was effected by an exchange of

Embassy of the United States of America,
Tlatelolco.

[1] TIAS 10423; 34 UST 1399.
[2] TIAS 6941, 7927; 21 UST 1978; 25 UST 2450.

notes dated June 17 and July 16, 1982, be extended, in its present form, for six additional months, beginning February 1, 1983.

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

Tlatelolco, D.F., January 5, 1983

[Initialed]

[illegible]

I hereby certify that the above translation of Diplomatic Note No. 10195 was prepared by the Division of Language Services of the Department of State and that it is a true and correct translation to the best of my knowledge and belief.

Dated: March 9, 1983

Jorge R. Perez

Jorge R. Perez
Assistant Chief, Translating Branch

The American Embassy to the Mexican Secretariat of Foreign Relations

No. 186

The Embassy of the United States of America presents its compliments to the Secretariat of Foreign Relations and has the honor to refer to the Secretariat's Note Number 315068 dated 5 January 1983, in which the Secretariat proposes that the Program of Cooperation in Meteorological Observation, in force until 1 February 1983, between the United States of America and the United Mexican States, be renewed for an additional six months.

In that regard, the Embassy informs the Secretariat that the Government of the United States of America has no objection to the extension of this program for six months, beginning 1 February 1983.

As soon as the National Oceanic and Atmospheric Administration finalizes its proposals for modifications to the program, the Embassy will communicate them to the Secretariat.

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

THE EMBASSY OF THE UNITED STATES OF AMERICA
MEXICO, D. F. *January 28, 1983*

SOMALIA

Agricultural Commodities

Agreement signed at Mogadishu January 30, 1983;
Entered into force January 30, 1983.

AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE SOMALI DEMOCRATIC REPUBLIC

FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Somali Democratic Republic agree to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble and Parts I and III of the Agreement signed March 20, 1978,[1] together with the following Part II.

Part II. Particular Provisions:

Item I. Commodity Table:

Commodity	Supply Period (U.S. FY)	Approximate Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat	1983	5,000	1.0
Wheat Flour	1983	13,300	3.3
Rice	1983	16,000	5.3
Soybean/Cottonseed Oil	1983	8,400	5.4
TOTAL	-	-	15.0

Item II. Payment Terms: Convertible Local Currency Credit (CLCC) forty (40) years.

A. Initial payment - none
B. Currency Use Payment - eight (8) percent
C. Number of Installment Payments - thirty-one (31)
D. Amount of Each Installment Payment - Approximately Equal Annual Amounts.
E. Due Date of First Installment Payment - ten (10) years after date of last delivery of commodities in each calendar year.
F. Initial Interest Rate - two (2) percent.
G. Continuing Interest Rate - three (3) percent.

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. FY)	Usual Marketing Requirements (Metric Tons)
Wheat/wheat flour (grain equivalent basis)	1983	26,600
Rice	1983	29,400

[1] TIAS 9222; 30 UST 828.

Commodity	Import Period (U.S. FY)	Usual Marketing Requirements (Metric Tons)
Soybean/cottonseed oils and/or oilbearing seeds (oil equivalent)	1983	6,800

Item IV. Export Limitations:

(A) Export Limitation Period:

The export limitation period shall be United States fiscal year 1983, or any subsequent United States fiscal year during which commodities financed under this Agreement are being imported or utilized.

(B) Commodities to which Export Limitations Apply:

For the purposes of Part I, Article III (A) (4) of this Agreement, the commodities which may not be exported are: wheat/wheat flour - wheat, wheat-flour, rolled wheat, semolina, farina, bulgur, (or the same product under a different name); for rice - rice in the form of paddy, brown or milled; and for soybean/cotton seed oil - all edible vegetable oils, including sunflower oil, rapseed oil, and any other edible oil bearing seeds from which edible oils are produced.

Item V. Self-Help Measures:

(A) The Government of Somali Democratic Republic agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

(B) The Government of the Somali Democratic Republic agrees to undertake the following activities and, in doing so, to provide adequate financial, technical and managerial resources for their implementation:

1. Devise a strategy of incentives to encourage production increases in the basic food crops, sorghum and maize, so that importation of these commodities may progressively decrease.

2. Develop programs to assist small farmers by improving basic infrastructure in rural areas and making available essential agricultural inputs -- including credit.

3. Review policy measures in the agricultural sector in order to encourage domestic and foreign private investment in developing the sector.

4. Review the management of public enterprises in the agricultural and agro-industrial sectors in order to determine ways to improve efficiency in operations; and, where indicated by such reviews, make plans to phase out inefficient public enterprises in the agricultural sector.

5. Adopt measures to improve the effectiveness of agricultural research and extension services. As part of these efforts the GSDR will:
   (a) develop a long-term national strategy for expanding agricultural research; and
   (b) develop and implement agricultural extension methodologies adapted to Somalia's needs and resources.

6. Take the necessary steps to improve the management of agricultural technical training; and provide economic and other incentives to encourage the retention of technically qualified personnel in the sector.

7. Accelerate the implementation of the following activities:
   (a) rehabilitation of existing irrigation schemes in the Upper Shebelli area;
   (b) establish a seed multiplication center at Afgoi; and
   (c) establish an urgently needed training and demonstration farm in the Gedo Region

Item VI. Economic Development Purposes for which Proceeds Accruing to the Importing Country are to be used.

(A) The commodities provided hereunder, or the proceeds accruing to the importing country from the sale of commodities financed under this Agreement, will be used for the following projects/programs which directly benefit the needy people of the importing country. The projects are designed in a manner to increase the access of the poor in the recipient country to adequate nutritious, and stable food supply.

1. Those self-help measures set forth in Item V of this agreement.

2. The following USAID-sponsored activities: Agricultural Extension, Training and Research; Rural Health Delivery; Comprehensive Groundwater Development; Central Rangelands Development; Agricultural Delivery Systems; Bay Region Agricultural Development; CDA Forestry; Refugee Self-Reliance; African Manpower Development; Accelerated Impact Programs; and other activities approved by the CIPL Manangement Unit.

3. The GSDR will continue the following projects/programs in support of the self-help measures:
   (a) Establish, staff and operate an agricultural center in Buardhubo to support the extension service in the Gedo Region. Activate and staff additional demonstration centers in Luuq, Bardheere, Jamame, Abrarian, and Kalabaid.
   (b) Construct an additional 15 wells and allied water distribution systems.
   (c) Renovate existing irrigation and water delivery systems.
   (d) Continue sand dune stabilization program to control encroachment of dunes on farm lands with 400 hectares being stabilized in 1983.

(B) The projects/programs identified under Section VI. A. above will directly benefit the needy in the following ways:

1. The implementation of manpower training programs in the agriculture/livestock sector will greatly improve the management of rural development activities which impact on the small farmers and the nomadic herders. A high percentage of the population will benefit directly or indirectly from these improved services and policies.

2. The establishment of a seed multiplication center at Afgoi, and a training and demonstration farm in the Gedo Region will benefit 5,000 small farmers in the area.

3. The rehabilitation of the existing irrigation system will help increase food production on the 50,000 hectares of land currently under controlled irrigation. The bulk of the land is controlled by small landholders. The maintenance of a realistic price structure will assure an increase in small-farmers' income. The assured availability of farm inputs will provide the small farmer with the necessary means to fully exploit the productivity of the land.

4. The construction of wells and related water distribution systems will provide potable water for rural families. The wells will contribute to improve the quality of life of the rural population.

5. The renovation and/or maintenance of the existing irrigation water delivery systems will benefit approximately 10,000 families in the Shebelli Region.

(C) Report on the use of currency.

In addition to the report required by Part I, Article II (F) of this Agreement, the importing country agrees to report on the progress of implementation of the project/programs identified

in item VI (A) above. Such report shall be made by Somalia within six (6) months following the last delivery date of commodities in the first calendar year of the agreements and every six months thereafter until all the commodities provided hereunder, or the proceeds from the sale, have been used for the projects/programs specified in item VI (A) above.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement, done at Mogadishu, in duplicate, this 30th DAY OF January, 1983.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

BY: Robert B Oakley [1]

TITLE: Ambassador

[SEAL]

FOR THE GOVERNMENT OF THE SOMALI DEMOCRATIC REPUBLIC

BY: [2]

TITLE: Minister of Finance

[1] Robert B. Oakley.
[2] Abdullahi Ahmed Abdou.

TIAS 10637

78-500 O—92——2

MEXICO

Aviation: Reduced Fares and Charter Services

Agreement extending the agreement of January 20, 1978.
Effected by exchange of notes
Dated at Mexico December 27, 1982 and January 13, 1983;
Entered into force January 13, 1983.

The American Embassy to the Mexican Secretariat of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 2778

The Embassy of the United States of America presents its compliments to the Secretariat of Foreign Relations and has the honor to refer to the Agreement on Aviation: Reduced Fares and Charter Services which was signed and which entered into force on January 20, 1978.[1] The United States Government proposes that this agreement be extended until December 31, 1983. The Embassy would appreciate receipt of a note confirming that this proposal is acceptable to the Government of Mexico.

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

Embassy of the United States of America
Mexico, D.F., December 27, 1982

[1] TIAS 10115; 33 UST 1378.

The Mexican Department of Foreign Relations to the American Embassy

315115

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene a honra referirse a su nota no. 2778, fechada el 27 de diciembre último, en la que se propone que el Acuerdo sobre Tarifas Reducidas y Vuelos de Fletamento, del 20 de enero de 1978, sea prorrogado hasta el 31 de diciembre de 1983.

Sobre el particular, la Secretaría comunica a la Embajada que el Gobierno de México está en la inteligencia de que dicho Entendimiento quedó renovado hasta esa fecha, al prorrogarse el Convenio sobre Transportes Aéreos entre los dos países hasta el 31 de diciembre de 1983.

La Secretaría de Relaciones Exteriores aprovecha la oportunidad para renovar a la Embajada de los Estados Unidos de América el testimonio de su más alta consideración.

GRD

Tlatelolco, D. F., 13 de enero de 1983.

A la Embajada de los
Estados Unidos de
América,
C i u d a d.

TRANSLATION

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

The Department of Foreign Relations presents its compliments to the United States Embassy and has the honor to refer to its note No. 2778, dated December 27, 1982, proposing that the Agreement Relating to Reduced Air Fares and Charter Air Services of January 20, 1978, be extended until December 31, 1983.

With reference to this matter, the Department wishes to inform the Embassy that the Mexican Government understands that the Agreement was renewed until that date when the Air Transport Agreement between the two countries was extended until December 31, 1983.

The Department of Foreign Relations avails itself of this opportunity to renew to the United States Embassy the assurances of its highest consideration.

Tlatelolco, D.F., January 13, 1983

[Initialed]

SOCIALIST REPUBLIC OF ROMANIA

Trade in Textiles and Textile Products

Agreements amending the agreements of January 6 and 25, 1978, as amended, and September 3 and November 3, 1980.
Effected by exchange of letters
Signed at Bucharest July 13 and 20, 1981;
Entered into force July 20, 1981.
And exchange of letters
Signed at Washington November 2 and 3, 1982;
Entered into force November 3, 1982.
And exchange of letters
Signed at Washington November 2 and 4, 1982;
Entered into force November 4, 1982.
And exchange of letters
Signed at Bucharest January 28 and February 18, 1983;
Entered into force February 18, 1983.

The American Economic Counselor to the Romanian Deputy Minister of Foreign Trade

EMBASSY OF THE
UNITED STATES OF AMERICA
Bucharest, Romania

July 13, 1981

Mrs. Doina Ardare
Deputy Minister
Ministry of Foreign Trade

Dear Mrs. Ardare:

I refer to the Agreement between the United States of America and the Socialist Republic of Romania Relating to Trade in Cotton Textiles, with Annex, effected by exchange of Notes January 6 and 25, 1978, as amended[1] ("The Cotton Agreement"); to the Agreement between the United States of America and the Socialist Republic of Romania Relating to Trade in Wool and Man-made Fiber Textiles and Textile Products, with Annexes, effected by exchange of Notes September 3 and November 3, 1980[2] ("The Wool/Man-made Fiber Agreement"); and to discussions held in Washington June 1-2, 1981 between representatives of our two Governments concerning exports of textile products from Romania to the United States.

Pursuant to the above-mentioned discussions, I have the honor to propose the following with respect to The Cotton Agreement:

1. Beginning in 1981 and during the subsequent term of the Agreement, the Government of the Socialist Republic of Romania shall limit annual exports of products in categories 335 and 340 to the following specific limits, as such limits may be adjusted in accordance with paragraphs 2 and 3 below.

	1981	1982
335	49,000 dozen 2,023,700 SYE	52, 430 dozen 2,165,359 SYE
340	112,500 dozen 2,700,000 SYE	120,375 dozen 2,889,000 SYE

These limits supersede the limits originally set out in paragraph 5 of The Cotton Agreement.

[1] TIAS 9166, 9211, 9212, 9570; 29 UST 5975; 30 UST 685, 688, 6611.
[2] TIAS 9911; 32 UST 455.

2. During any Agreement Year, either of these specific limits may be exceeded by seven percent of its total set out in paragraph 1 above, provided that the amount of the increase is compensated for by an equivalent decrease, in square yards equivalent, in the other specific limit.

3. In any Agreement Year, in addition to any adjustment pursuant to paragraph 2 above, exports may exceed by a maximum of 11 percent any specific limit set out in paragraph 1 above by allocating to such limit for that Agreement Year an unused portion of the corresponding limit for the previous Agreement Year ("carryover") or a portion of the corresponding limit for the succeeding Agreement Year ("carryforward") subject to the following conditions:

(1) Carryover may be utilized as available up to 11 percent of the receiving Agreement Year's limit provided, however, that no carryover shall be available for application during the first year of a specific limit;

(2) The combination of carryover and carryforward shall not exceed 11 percent of the receiving Agreement Year's applicable limit in any Agreement Year;

(3) Carryforward may be utilized up to 6 percent of the receiving Agreement Year's applicable limits and shall be charged against the immediately following Agreement Year's corresponding limits; no carryforward shall be available for application during the final Agreement Year;

(4) (A) Carryover of shortfall (as defined below) shall not be applied to any limits until the Governments of the United States of America and the Socialist Republic of Romania have agreed upon the amounts of shortfall involved.

(B) For purposes of the agreement, a shortfall occurs when exports of textiles and textile products from Romania to the United States of America during an Agreement Year (plus any charges for carryforward used or overshipments made in preceding years) are below any specific limit as set out in paragraph 1 above (or, in the case of any limit decreased pursuant to paragraph 2 above, when below the limit as so decreased). In the Agreement Year following the shortfall, such exports from Romania to the United States of America may be permitted to exceed the applicable limits, subject to conditions set forth above, by carryover of shortfall in the following manner:

(1) The carryover shall not exceed the amount of shortfall in any applicable limit;

(2) The shortfall shall be used in the category in which the shortfall occured.

I also have the honor to propose, with respect to The Wool/Man-made Fiber Agreement, that the consultation level for category 635 be increased by 119,000 SYE to a level of 1,819,000 SYE for the first Agreement Year.

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall serve to modify the above-mentioned Agreements.

Yours sincerely,

Clint E. Smith
Economic Counselor

The Romanian Deputy Minister of Foreign Trade to the American Economic Counselor

REPUBLICA SOCIALISTĂ ROMÂNIA

MINISTERUL COMERŢULUI EXTERIOR
ŞI COOPERĂRII ECONOMICE INTERNAŢIONALE
CABINET ADJUNCT AL MINISTRULUI

Bucureşti 20 iulie 1981

Stimate Domnule Smith,

Am onoarea să mă refer la Acordul dintre Republica Socialistă România şi Statele Unite ale Americii privitor la comerţul cu produse textile din bumbac şi anexa sa(Acordul bumbacului) şi la Acordul dintre Republica Socialistă România şi Statele Unite al Americii privitor la comerţul cu produse textile din fire sintetice şi lînă (Acordul fibrelor sintetice şi lînei).

In legătură cu acestea doresc să vă confirm acordul guvernului Republicii Socialiste România faţă de modificările propuse în scrisoarea Dumneavoastră din 13 iulie a.c.

Cu această ocazie îmi exprim totodată speranţa că guvernul Dv. va găsi şi în viitor soluţii reciproc acceptabile pentru dezvoltarea în continuare a comerţului cu produse textile dintre ţările noastre.

Cu sinceritate,

Doina Ardare

Domnului
CLINT SMITH
Consilier Economic
Ambasada Statelor
Unite ale Americii

TRANSLATION

Socialist Republic of Romania
Ministry of Foreign Trade and International
Economic Cooperation
Office of the Deputy Minister

Bucharest, July 20, 1981

Dear Mr. Smith:

I have the honor to refer to the Agreement between the Socialist Republic of Romania and the United States of America Relating to Trade in Cotton Textiles, with Annex (the Cotton Agreement) and to the Agreement between the Socialist Republic of Romania and the United States of America Relating to Trade in Textile Products of Man-made Fiber and Wool (the Wool/Man-made Fiber Agreement).

In connection therewith I wish to confirm to you the agreement of the Government of the Socialist Republic of Romania with respect to the modifications proposed in your note of July 13, 1981.

On this occasion I also wish to express the hope that your Government will in the future, too, find mutually acceptable solutions for the continued development of trade in textile products between our countries.

Sincerely yours,

D Ardare

Doina Ardare

Mr. Clint E. Smith,
Economic Counselor,
Embassy of the
United States of America.

The Deputy Assistant Secretary of State, Trade and Commercial Affairs, to the Romanian Counselor

DEPARTMENT OF STATE

Washington, D.C. 20520

02 NOV 1982

Mr. Eugen Popa
Counselor
Embassy of the Socialist
Republic of Romania
Washington, D.C. 20009

Dear Mr. Popa:

I am writing to you with regard to the Agreement between the United States and the Socialist Republic of Romania relating to Trade in Wool and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes dated September 3 and November 3, 1980, as amended, ("the Agreement"), and to discussions held by delegations from our two Goverments in Bucharest in October.

I have the honor to inform you that we are prepared to grant the special carryforward for category 643/644 to permit the importation of 2,100 dozen additional man-made fiber suits during the current agreement year as requested by your delegation. The identical amount will be charged to the April 1, 1983 - March 31, 1984 agreement year.

If this proposal is acceptable to your government, this letter and your letter of confirmation on behalf of your government will constitute an amendment to the Agreement.

Sincerely,

Denis Lamb
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

The Romanian Chargé d'Affaires ad interim to the Deputy Assistant Secretary of State, Trade and Commercial Affairs

EMBASSY OF THE
SOCIALIST REPUBLIC OF ROMANIA
WASHINGTON, D. C.

November 3, 1982

Mr. Denis Lamb
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

Dear Mr. Lamb,

I am writing to you with regard to the Agreement between the United States of America and the Socialist Republic of Romania relating to Trade in Wool and Man-Made Fibres Textiles and Textiles Products, with Annexes, effected by exchange of notes dated September 3 and November 3, 1980, as amended ("the Agreement").

Related to these, on behalf of the Government of the Socialist Republic of Romania, I have the honour to confirm the acceptance of the special carry forward for category 643/644 to permit the importation of 2100 dozens additional man-made fibre suits during the current agreement year, as mentioned in your letter of November 2, 1982.

I take this opportunity to express my gratitude for your cooperation in finding a mutually acceptable solution for the continuous development of the trade in textile products between our countries.

Sincerely yours,

Boris Ranghet
Chargé d'Affaires a.i.

The Deputy Assistant Secretary of State, Trade and Commercial Affairs, to the Romanian Counselor

DEPARTMENT OF STATE

Washington, D.C. 20520

02 NOV 1982

Mr. Eugen Popa
Counselor
Embassy of the Socialist
Republic of Romania
Washington, D.C. 20009

Dear Mr. Popa:

I am writing to you with regard to the Agreement between the United States and the Socialist Republic of Romania relating to Trade in Wool and Man-Made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes dated September 3 and November 3, 1980, as amended, ("the Agreement"), and to discussions held by delegations from our two Goverments in Bucharest in October.

I have the honor to inform you that we are prepared to increase the designated consultation level of category 635 from 41,162 dozen to 44,044 dozen during the current agreement year, as requested by your delegation.

If this proposal is acceptable to your government, this letter and your letter of confirmation on behalf of your government will constitute an amendment to the Agreement.

Sincerely,

Denis Lamb
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

The Romanian Chargé d'Affaires ad interim to the Deputy Assistant Secretary of State, Trade and Commercial Affairs

EMBASSY OF THE
SOCIALIST REPUBLIC OF ROMANIA
WASHINGTON, D. C.

November 4, 1982

Mr. Denis Lamb
Deputy Assistant Secretary
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

Dear Mr. Lamb,

I am writing to you with regard to the Agreement between the United States of America and the Socialist Republic of Romania relating to Trade in Wool and Man-Made Fibre Textiles and Textile Products, with Annexes, effected by exchange of notes dates September 3 and November 3, 1980, as amended ("the Agreement")

Related to these and on behalf of the Government of the Socialist Republic of Romania I have the honour to confirm the acceptance for increasing the designated consultation level of category 635 from 41,162 dozen to 44,044 dozen during the current agreement year, as per your letter of November 2, 1982.

I take this opportunity to express my gratitude for your cooperation in finding a mutually acceptable solution for the continuous development of the trade in textile between our countries.

Sincerely yours,

Boris Ranghet
Chargé d'Affaires a.i.

The American Ambassador to the Romanian Minister State-Secretary, Ministry of Foreign Trade and International Economic Cooperation

EMBASSY OF THE
UNITED STATES OF AMERICA

Bucharest

January 28, 1983

Mr. Alexandru Rosu
Minister State-Secretary
Ministry of Foreign Trade and
International Economic Cooperation
Bucharest

Dear Mr. Minister:

I refer to the Agreement between the United States of America and the Socialist Republic of Romania relating to Trade in Wool and Man-Made Fiber Textiles and Textile Products, with Annexes, effected by exchange of notes September 3 and November 3, 1980, ("The Wool and Man-Made Fiber Agreement"), and to discussions held in Bucharest October 13-15, 1982, between representatives of our two Governments concerning exports of textile products from Romania to the United States. On behalf of my Government I would like to propose the following revisions under Article 18 of the Agreement:

1. Paragraph 1 shall be amended to read:

"The term of the Agreement shall be from April 1, 1981 through December 31, 1984. The first agreement period shall be from April 1, 1981 through March 31, 1982, the second agreement period shall be from April 1, 1982 through December 31, 1982, the third agreement period shall be from January 1, 1983 through December 31, 1983, and the fourth agreement period shall be from January 1, 1984 through December 31, 1984."

2. Annex B shall be amended to read:

SPECIFIC LIMITS	AGREEMENT PERIOD	
	1st	2nd
	Apr. 1, 1981- Mar. 31, 1982	Apr. 1, 1982 Dec. 31, 1982
Group III	28,000,000	22,470,000
Category 443 /1	408,100	309,136
Category 643/644 pt /1	1,325,000	1,063,313
Category 638/639 /2	3,276,991	2,629,785
Category 645/646 /1	7,000,000	5,407,550

	3rd Jan. 1, 1983- Dec. 31, 1983	4th Jan. 1, 1984- Dec. 31, 1984
Group III	32,057,200	34,301,204
Category 443 /1	416,303	420,465
Category 643/644 pt /1	1,516,993	1,623,182
Category 638/639 /2	3,751,827	4,014,455
Category 645/646 /1	7,426,300	7,649,089

/1 includes annual growth and intercategory flexibility (swing)

/2 includes annual growth; does not include intercategory flexibility (swing)

3. Annex C shall be amended to read:

DESIGNATED CONSULTATION LEVELS
(Square Yards Equivalent)

Agreement Period	1st 3rd 4th	2nd
Group II	12,000,000	9,000,000
Categories:		
410	200,000	150,000
465	155,000	116,250
610	2,000,000	1,500,000
611	2,000,000	1,500,000
612	2,000,000	1,500,000
613	4,000,000	3,000,000
614	1,500,000	1,125,000
666	2,000,000	1,500,000
Group III		
Categories:		
433/434	230,000	240,000
435/444	380,000	325,000
459	150,000	112,500
633	1,600,000	1,132,460
634	2,200,000	1,650,000
634 pt (not knit)	700,000	525,000
634 pt (knit)	1,500,000	1,125,000

635	1,700,000	1,364,263
640	1,200,000	859,500
643/644 pt (knit)	112,500	84,375
647	1,400,000	1,050,000
648	1,065,000	798,750
659	1,750,000	1,312,500

4. Since the specific limits and designated consultation levels are 9/12's of the original 1982-1983 agreement year, all overshipments of these new 1962 levels will be charged to the 1983 agreement year in conformity with paragraph 10 of The Wool and Man-Made Fiber Agreement. The United States Government will use all available flexibility to the 1982 level in order to minimize the amount of overshipments.

If this proposal is acceptable to your government, this letter and your letter of confirmation on behalf of your government shall constitute an amendment to the Agreement.

Sincerely,

David B. Funderburk
Ambassador

The Romanian Minister Secretary of State, Ministry of Foreign Trade and International Economic Cooperation, to the American Ambassador

REPUBLICA SOCIALISTA ROMANIA

MINISTERUL COMERŢULUI EXTERIOR
ŞI COOPERĂRII ECONOMICE INTERNAŢIONALE
CABINET MINISTRU SECRETAR DE STAT

Bucureşti February 18 1983

Mr. David B. Funderburk
Ambassador
Embassy of the
United States of America
Bucharest

Dear Mr. Ambassador:

I have the honour to acknowledge the receipt of your letter of January 28, 1983 which reads as follows:

[For the text of the U.S. letter, see pp. 42-44.]

I confirm, by this letter, that the proposal contained in your above mentioned letter is acceptable to the Romanian government and that this letter toghether with this reply shall constitute an amendment to the Agreement between the Government of the Socialist Republic of Romania and the Government of the United States of America relating to Trade in Wool and Man-Made Fiber Textiles and Textile Products, with Annexes, effected by exchange of notes September 3 and November 3, 1980.

Please, accept, Mr. Ambassador, the renewed assurances of my highest consideration.

Alexandru Roşu
Minister Secretary of State
Ministry of Foreign Trade and
International Economic Cooperation

TUNISIA

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Tunis and Washington November 12, 1982 and January 4, 1983;
Entered into force April 1, 1983.

INTERNATIONAL EXPRESS

MAIL AGREEMENT

BETWEEN

THE POSTAL ADMINISTRATION OF TUNISIA

AND

THE UNITED STATES POSTAL SERVICE

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Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

ARTICLE 1 *Purpose of the Agreement*

This Agreement shall govern the exchange of International Express Mail between Tunisia and the United States of America, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

ARTICLE 2 *Definitions*

As used herein the following terms shall have the indicated meanings:

1. Administration—an abbreviated form used to refer to one of the postal administrations signatory to this Agreement;
2. Articles and sections—articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;
3. Convention—the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;
4. Detailed Regulations of the Convention—the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;
5. International Express Mail service—the service established by this Agreement;
6. Scheduled service—an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;
7. On-demand service—an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

ARTICLE 3 *Scheduled Service*

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.
2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.
3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;
(ii) the names and addresses of the sender and designated addressee;
(iii) the days of the week designated by the customer as scheduled dispatch days;
(iv) the time of day delivery is requested; and

[1]TIAS 9972; 32 UST 4587.

(v) the airline and flight number to be used.

4. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article.

ARTICLE 4 *On-Demand Service*

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.
2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.
3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.
4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.
5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

ARTICLE 5 *Charges to be Collected From the Sender*

Each administration shall fix the charges to be collected from its senders for sending items in the service.

ARTICLE 6 *Charges and Fees to be Collected From the Addressee*

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

ARTICLE 7 *Conditions of Acceptance*

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;
(b) bear the names and addresses of the addressee and of the sender; and
(c) satisfy the conditions of weight and size fixed by Article 9.

ARTICLE 8 *Prohibitions*

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each Administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

ARTICLE 9 *Limits of Size and Weight*

An item of International Express Mail:

(a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,
(b) shall not exceed 20 kilograms in weight.

ARTICLE 10 *Treatment of Items Wrongly Accepted*

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.
2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.
3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

ARTICLE 11 *General Rules for Delivery and Customs Clearance*

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.
2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

ARTICLE 12 *Undeliverable Items*

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.
2. An item refused by the addressee shall be returned immediately to the administration of origin.
3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.
4. Neither administration shall charge the other for the return of undeliverable items.

ARTICLE 13 *Items Arriving out of Course and to be Redirected*

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.
2. Neither administration shall charge the other for the redirection of items arriving out of course.

ARTICLE 14 *Inquiries*

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.
2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.
3. This article does not authorize routine requests for confirmation of delivery.

ARTICLE 15 *Allocation of Surface Costs for Traffic Imbalances*

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.
2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.
3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.
(b) To be applicable, any such modification of the imbalance charge must:
(i) be communicated to the other administration at least three months in advance;
(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one thousand.

ARTICLE 16 *Internal Air Conveyance Dues*

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

ARTICLE 17 *Onward Air Conveyance*

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.
2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the convention.

ARTICLE 18 *No Additional Rates, Charges, or Fees*

The administrations may collect only the rates, charges, and fees established under this Agreement.

ARTICLE 19 *Liability of Administrations*

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

ARTICLE 20 *Application of the Convention*

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

ARTICLE 21 *Detailed Regulations*

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

ARTICLE 22 *Arbitration*

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

ARTICLE 23 *Alterations or Amendments; Additional Rules and Regulations*

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

ARTICLE 24 *Entry into Force and Duration*

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations. [1]
2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

DONE in duplicate and signed at Tunis on the 12th day of November 1982 and at Washington, D.C. on the 4th day of January 1983.

FOR THE POSTAL ADMINISTRATION OF TUNISIA:

Le Director General des Postes
MOULDI AMARA

Signé: Mouldi AMARA

FOR THE UNITED STATES POSTAL SERVICE:

W. E. DUKA
Assistant Postmaster General
International Postal Affairs

[1] Apr. 1, 1983.

DETAILED REGULATIONS OF THE INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF TUNISIA AND THE UNITED STATES POSTAL SERVICE

The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the Postal Administration of Tunisia and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar form. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall acccompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

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Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

NETHERLANDS

Defense: Production of M109 Vehicle and Its Components

Arrangements supplementing the arrangement of May 3, 1966, as supplemented.
Signed at The Hague March 2 and April 14, 1979;
Entered into force April 14, 1979.
And signed at Washington and The Hague January 31, 1983;
Entered into force January 31, 1983.

Third Supplement to the General Arrangement between the Ministry of Defense of the Government of the Netherlands and the Department of Defense of the United States of America relating to the Cooperative Production of the M109 Vehicle

On 3 May 1966 the Governments of the United States and the Netherlands executed an agreement under which it was agreed that the Dutch Government would purchase M-109 vehicles (without the M-127 Gun Mounts and the M-126E1 Cannon). The Netherlands would produce the M-127 Gun Mounts and the M-126E1 Cannon and install these on the vehicles. By the first supplement (dated 17 March 1969) to this agreement it was agreed that the Government of the Netherlands could sell the Gun Mount, Cannons and components thereof to Belgium, Canada, Denmark, and the United Kingdom. By the second supplement (dated 5 June 1975) the U.S. Government approved the coproduction acquisition and installation of Modification Kits for the conversion of the M-109 Howitzer to the M109A1 Howitzer and the production of the M-119 Propellant Charge.[1]

This Third Supplement does not modify or otherwise amend the General Arrangement of 3 May 1966 or other supplements thereto as applied to rights and duties relating to the M-109 or M-109A1 vehicles, the M-127 Gun Mounts, the M-126E1 Cannon, Modification Kits, and the M-119 Propellant Charge established by that Arrangement and those supplements.

1. Description of Program

Pursuant to the request of the Government of the Netherlands, the U.S. Government, in this Third Supplement to the General Arrangement, hereby approves the coproduction in the Netherlands of ninety M109A2 Howitzers. To achieve this coproduction the Dutch Government will produce in the Netherlands those components of the M109A2 listed on Annex 1 hereto. The remaining components will be purchased from the U.S. Government under Foreign Military Sales procedures. Assembly will take place in the Netherlands.

2. The terms and conditions of the General Arrangement of 3 May 1966 are hereby made applicable to the coproduction of the M109A2 vehicles as described in this Third Supplement with the following changes and/or additions:

(a) Delete the clause entitled Acquisition of M109 Vehicles.

(b) The clause entitled Security is changed to read:

"Any classified material or information which may be transferred between the parties or their contractors under this agreement will be subject to protection in the manner prescribed by the General Security of Information Agreement of 8 September 1960 and the Industrial Security Agreement of 3 April 1969."[2]

(c) The clause entitled Documentation To Be Furnished is changed by deleting, in paragraph a, the phrase "the Foreign Assistance Act of 1961, as amended (22 USC 2151 et seq.) and Section 414 of the Mutual Security Act of 1954, as amended (22 USC 1934)" and inserting in lieu thereof "the Arms Export Control Act, as amended (22 USC 2751 et seq.)". Also, in paragraph a delete, wherever it appears, "M-127 Gun Mount and the M-126E1 Cannon"

[1] TIAS 9144; 29 UST 5713.
[2] Not printed.

and in lieu thereof inserting "components of the M109A2 listed in Annex 1 hereto." Delete paragraph b in its entirety.

(d) The clause entitled Special Tooling and Industrial Facilities is changed by deleting in paragraph a "M-127 Gun Mount and M-126E1 Cannon" and in paragraph b "components of the M-127 Gun Mounts and M-126E1 Cannons" and in lieu thereof inserting "components of the M109A2 in Annex 1 hereto."

(e) The clause entitled Project Coordinator is changed by deleting "M-127 Gun Mounts and M-126E1 Cannons and the assembly of these items into M-109 vehicles" and in lieu thereof inserting "components of the M109A2 listed in Annex 1 hereto and their incorporation into M109A2 vehicles."

(f) The clause entitled Standardization is changed by deleting, in paragraph b, "M-127 Gun Mounts and M-126E1 Cannons and their components" and in lieu thereof inserting "all components and assemblies".

(g) The clause entitled Surveillance is changed by deleting "the M-109 vehicle and components thereof" and in lieu thereof inserting "components and assemblies thereof".

(h) The clause entitled Inventions, Data and Information is changed by deleting, in paragraph a, "M-127 Gun Mount and M-126E1 Cannon and its components" and, in paragraph b, "M-127 Gun Mount and M-126E1 Cannon" and in lieu thereof inserting "M109A2 components".

(i) Add to the clause entitled Distribution of Documentation the sentence: "The Government of the Netherlands agrees to obtain the agreement of their contractors not to use further or to disclose documentation provided by the United States Government to the Government of the Netherlands or to these contractors."

(j) The clause entitled Identification is changed to read: "Components, with the exception of standard fasteners, manufactured in the Netherlands will be so identified by appropriate markings".

(k) The clause entitled Coordinated Production Schedules is changed by deleting "M-127 Gun Mount and M-126E1 Cannon" and "including Mount and Cannon".

(l) The clause entitled Production for or Transfer to Third Parties is changed to read: "Nothing in this Third Supplement shall be construed as authorizing the production in the Netherlands of the M109A2, or components thereof, for sale or other transfer to third parties without the prior written approval of the U.S. Government".

(m) A clause entitled Royalty Fees is added as follows: "The Government of the Netherlands agrees to pay the U.S. Government an eight percent (8%) royalty on that portion of the M109A2 vehicle produced in the Netherlands for sale to third parties in the event such sale is approved in accordance with the clause entitled "Production for or Transfer to Third Parties." The royalty fee amount will be based on the latest or current U.S. unit selling price less cost of transportation and packaging. No royalty will be paid on that portion of the M109A2 vehicle produced in the Netherlands for use by the Netherlands Armed Forces."

(n) Add a clause entitled Effective Date as follows:

"This Third Supplement to the General Arrangement shall become effective on signature of the authorized representatives of both the Royal Netherlands Government and the United States Government. It shall remain in full force and effect until completion of the Program, including any extension thereof by mutual agreement of the parties, or until terminated by notice in writing by either party. Such termination notice will be given at least six months prior to the termination. Notwithstanding any termination, all restrictive provisions of this Third Supplement concerning security, protection and use of proprietary rights, documentation, and conveyance to third parties, shall continue in effect.

In Witness Whereof, the parties hereto have executed this Third Supplement.

For the United States

Ernest Graves [1]

Date: 14 April 1979

For the Netherlands

Date: 2 March 1979

General Major
Ir. P.W. Maris

[1] Ernest Graves.

Annex 1

List of items which shall be produced in the Netherlands.
Remark: CCB means: Configuration control board.

Cab Assy:

Cab (recommend procurement from US Army or US producer)
Cab race seal (without pump)
Cab traverse lock
Ammunition racks (new version)
Stowage boxes and racks outer and inner cab
Panoramic telescope ballistic cover assy
Cab traversing mechanism and oil (handpump)
Basic issue items (new concept)
Commander's cupola (Netherlands to obtain ccb approval for their cupola)
Machine gun support (from fn) (Netherlands to obtain ccb approval for their cupola)
Trunnion bracket for M15 (Netherlands to obtain ccb approval for their cupola)
Offset periscope cover for M42 (Netherlands to obtain ccb approval for their cupola)
Connections between mount M145 and M145 and cradle (Netherlands to obtain ccb approval for their cupola)

Cannon Assy M185

Tube
Tube muzzle brake
Thrust collar
Evacuator
Ball valves
Breech mechanism assy.

Mount Assy M127

Dust shield
Cradle
Upper and lower rotor
Actuator
Trunnion bearings
Recuperator
Accumulator replenisher system and buffer assy.
Breech mechanism operating cam
Variable recoil cylinders

Cab Hydraulic

Power pack assy
Main accumulator
Side gauge
Pressure gauge
Pressure switch
Safety relief valve

Rammer selenoid valve assy

Weapon mounted rammer
Traversing mechanism by-pass valve
Traverse mechanism hydraulic motor
Relief valve traverse hydraulic motor
Gunners control left
Elevation selector valve
Lock valve
Relief valve
Equilibrated elevating cylinder
Manifold
Secondary accumulator
Primary accumulator
Handpump
Gunners control right

Shuttle valve assy

Elevation check valve
Manual elevation accumulator
Connections, tubes etc.

Cab electrical

Cab slipping contact arm assy
Cab power relay box
Power selenoid
Power pac meter (sole source)

Selenoid Valve Assy

Rammer control assy

Female plug at rammer support
Clutch
By-pass valve connector
Selenoid elevation selector valve

Gunners selector switch assy

Pressure switch

Lead Assy consisting of lead number

100, 104, 138, 141, 142, 143, 147, 147a, 147b, 147c, 148, 623, 625a, 645, 819a, 825a.

Communications

Use Netherlands communication design on US design backers

FOURTH SUPPLEMENT TO THE GENERAL ARRANGEMENT
BETWEEN
THE MINISTRY OF DEFENSE OF THE NETHERLANDS
AND
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
RELATING TO THE COOPERATIVE PRODUCTION OF THE M109 VEHICLE

On 3 May 1966, the Governments of the United States and the Netherlands executed an arrangement under which it was agreed that the Dutch Government would purchase M109 Vehicles (without the M127 Gun Mounts and the M126E1 Cannon). The Netherlands would produce the M127 Gun Mounts and the M126E1 Cannon and install these on the vehicles. By the first supplement (dated 17 March 1969), to this agreement it was agreed that the Government of the Netherlands could sell the M127 Gun Mount, M126E1 Cannon, and Components thereof to Belgium, Canada, Denmark, and the United Kingdom. By the second supplement (dated 5 June 1975), the U.S. Government approved the coproduction, acquisition, and installation of Modification Kits for the conversion of the M109 Howitzer to the M109A1 Howitzer and the production of the M119 Propellant Charge. By the third supplement (dated 14 April 1979), the U.S. Government approved the coproduction of 90 M109A2 Howitzers.

The FOURTH SUPPLEMENT does not modify or otherwise amend the GENERAL ARRANGEMENT of 3 May 1966, or other supplements thereto, as applied to rights and duties relating to the M109, M109A1, or M109A2 Vehicles, the M127 or M178 Gun Mounts, the M126E1 or M185 Cannons, Modification Kits, and the M119 Propellant Charge, except as indicated below.

1. Description and Scope of the Program. Pursuant to the request of the Government of the Netherlands, the United States Government, in this FOURTH SUPPLEMENT TO THE GENERAL ARRANGEMENT, approves the coproduction, acquisition, and installation of the Midlife PIP Kit and Extended Range Kit for the modification of its M109A1 Vehicles to the M109A3 configuration and amends the SECOND SUPPLEMENT TO THE GENERAL ARRANGEMENT with respect to royalties to be paid for sales to third countries with respect to sales or transfers of the M109A1 Conversion Kit. To achieve this coproduction, the Government of the Netherlands will produce in the Netherlands those components of the Midlife PIP Kit and Extended Range Kit listed in Annex 1 hereto. The remaining components will be purchased from the U.S. Government under Foreign Military Sales procedures, and assembly will take place in the Netherlands. The scope of the Program contemplated by this FOURTH SUPPLEMENT will be as follows:

a. To be produced in the Netherlands:

(1) 136 ea - Midlife PIP and Extended Range Kit components as indicated in Annex 1.

(2) As required - Repair parts for 1a(1).

b. To be acquired by the Royal Netherlands Army on a Dependable Undertaking/Cash in Advance basis under Foreign Military Sales from the United States Department of Defense.

(1) 136 ea - Midlife PIP Kit and Extended Range Kit components as indicated in Annex 2.

(2) As required - Repair parts for 1b(1).

2. Applications. The terms, conditions, and responsibilities set forth in the GENERAL AGREEMENT between the Ministry of Defense of the Government of the Netherlands and the Department of Defense of the United States of America relating to the Cooperative Production of the M109 series vehicle, executed on 3 May 1966, and the three supplements to the GENERAL ARRANGEMENT, executed on 17 March 1969, 30 December 1974, and 14 April 1979, shall also apply to this Fourth Supplement except where noted in paragraph 3, below - Exceptions.

3. Exceptions.

a. For the purposes of this FOURTH SUPPLEMENT, the Article entitled Production for or Transfer to Third Parties will read: "Nothing in this Fourth Supplement, General Arrangement, or Supplements 1, 2, and 3 shall be construed as authorizing the production in the Netherlands of the Midlife PIP Kit and Extended Range Kit, or components thereof, for sale or other transfer to third parties without the prior written approval of the U.S. Government."

b. For the purpose of this FOURTH SUPPLEMENT, an Article entitled Royalty Fees will be added, to wit:

"a. The Government of the Netherlands agrees to pay the U.S. Government a royalty fee equal to (5%) five percent of the latest or current U.S. unit selling price less cost of transportation and packaging for each Midlife PIP Kit and Extended Range Kit component manufactured in the Netherlands for use by the Netherlands Armed Forces."

"b. The Government of the Netherlands agrees to pay the U.S. Government a royalty fee of (8%) eight percent of the latest or current U.S. unit selling price less cost of transportation and packaging for each Midlife PIP Kit and Extended Range Kit component manufactured in the Netherlands for sale to third parties provided such sale is approved in accordance with the Article entitled Production for or Transfer to Third Parties."

c. For the purposes of this FOURTH SUPPLEMENT, Article 8 Royalty Fees of the SECOND SUPPLEMENT to the GENERAL AGREEMENT is amended by the addition of Article 8c., to wit:

"c. The Government of the Netherlands agrees to pay the U.S. Government a royalty fee of (8%) eight percent of the latest or current U.S. unit selling price less cost of transportation and packaging for each M109A1 Conversion Kit component manufactured in the Netherlands for sale to third parties provided such sale is approved in accordance with the Article entitled Production for or Transfer to Third Parties."

4. Effective Date. This FOURTH SUPPLEMENT TO THE GENERAL ARRANGEMENT shall enter into force on signature of the authorized representatives of both the Royal Netherlands Government and the United States Government. It shall remain in full force and effect until completion of the program, including any extension thereof by mutual agreement of the signatories, or until terminated by notice in writing by either signatory. Such termination notice will be given at least six months prior to the termination. Notwithstanding any termination, all restrictive provisions of this Fourth Supplement concerning security, protection, and use of proprietary rights, documentation, and conveyance to third parties, shall continue in effect.

In Witness Whereof, the parties hereto have executed this FOURTH SUPPLEMENT this 31st day of January 1983.

For the United States

[1]

Director, Defense Security Assistance Agency

For the Netherlands

Director, Material, Royal Netherlands Army

De Sous-Chef Aanschaffing

J. Hille

Brigade-Generaal

[1] Philip C. Gast.

ANNEX 1

Midlife PIP and Extended Range Kit Components to be Produced in the Netherlands

Item	NSN/Part No.
Shutdown Alerting Decal Kit	12012414
Stowage, Misc. Kit	12012448
Bustle with Rack Kit	12012451
Hull, Ammunition Rack Kit	12012453
Crew Handhold Kit	12012456
Counter Recoil Buffer Kit	12012462
Aeration/Coolant Warning Kit	12012464
Driver's Hatch Kit	12012467
Upper Recoil Cylinder Bleed Kit	12012468
Traversing Motor Step Plate Kit	12012471
Elevating Cylinder Hose Kit	12012472
Equilibrator Hand Pump Assembly Kit	12012474

ANNEX 2

Midlife PIP and Extended Range Kit Components to be Purchased through Foreign Military Sales Channels

Item	NSN/Part No.
Product Improvement Kit	1025-01-056-2909
M140 Alignment Device Kit	12012452
Stowage, CLGP Kit	12012454
Stowage, Collimator Kit	12012458
Stowage, Fuze & Fuze Wrench Kit	12012459
Communication Kit	12012461
Cab Side Door Latch Replacement Kit	1025-01-060-9669
Latch Assembly	12012142
Screw	MS90726-61
Washer	MS35338-46
Shim	12012146-1
Shim	12012146-2
Shim	12012146-3
Shim	12012146-4
Strike	12012137
Screw	MS90726-115
Washer	MS35338-48
Bumper Assembly	12012138
Screw	MS90726-60
Washer	MS35338-46
Shim	12012147-1
Shim	12012147-2
Shim	12012147-3
Shim	12012147-4
Insert	MS51831-204
Insert	MS51831-206
M178 Gun Mount Modification Kit	1025-01-081-4825
Orifice, Outer	12012324
Rod, Orifice	12012329
Seal	7748943
Seal	7748944
Seal	7969853
Nameplate	12012449
Screw	MS21318-46
Wire, Lock	MS20995C41

BANGLADESH

Agricultural Commodities

Agreements amending the agreement of August 2, 1978.
Effected by exchange of notes
Signed at Dacca May 11, 1979;
Entered into force May 11, 1979.
And exchange of notes
Signed at Dacca June 15, 1979;
Entered into force June 15, 1979.
And exchange of notes
Signed at Dacca June 22, 1979;
Entered into force June 22, 1979.
And exchange of notes
Signed at Dacca June 29, 1979;
Entered into force June 29, 1979.

The American Chargé d'Affaires to the Bangladesh Joint Secretary, External Resources Division, Ministry of Finance

EMBASSY OF THE
UNITED STATES OF AMERICA

DACCA, May 11, 1979

Dear Mr. Ali:

I refer to the Agreement Between the Government of the United States of America and the Government of the People's Republic of Bangladesh for a Public Law 480 Food for Development (Title III) Program dated August 2, 1978,[1] and propose that the Agreement be amended as follows:

A. PART II, PARTICULAR PROVISIONS:

1. In Item I - Commodity Table - delete existing commodity table in its entirety and insert the following:

"Commodity	Supply Period (U.S. Fiscal Year)	Approx. Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat/Wheat Flour	1978	200,000	$26.0
Wheat/Wheat Flour	1979	400,000	$56.0
Total		600,000	$82.0"

2. In Item III - Usual Market Table - in Import Period column insert "1979" under "1978."

3. In Item V - Self-Help Measures - delete existing self-help measures in their entirety and insert the following which includes changes in paragraphs B, C, D, and E and adds paragraph H:

"A. To implement these self-help measures, the Government of Bangladesh will continue to place special emphasis on actions contributing directly to develop-

[1] TIAS 9389; 30 UST 3205.

ment progress in poor rural areas and enabling the poor to participate actively in increasing agricultural production through small farm agriculture."

"B. To increase domestic production the Government of Bangladesh agrees to: (1) Improve the system for the distribution of agricultural inputs, including expanding the number of fertilizer retail outlets and simplifying purchase procedures to ensure greater accessibility by all farmers; (2) Pursue agricultural research goals which aid to increase and diversify food production; (3) Take effective measures to disseminate agricultural research information through the extension service and by other means to Bangladesh farmers; (4) Strengthen rural institutions and promote participation in agriculture and other productive processes; and (5) Strengthen and expand programs that generate increased purchasing power for the rural and poor people."

"C. To ensure remunerative prices for domestic agricultural production, the Government of Bangladesh also agrees to: (1) Make timely, appropriate and sufficient purchases of foodgrains to maintain foodgrain prices at agreed upon incentive levels; (2) Announce the procurement price for the boro, aus and aman crops prior to the sowing season; (3) Encourage the active participation of private dealers in food procurement; and (4) Limit all foodgrain imports to the minimum necessary to meet the difference between domestic production and total domestic requirements."

"D. To improve planning for agricultural development and the food needs of its population, the Govern-

ment of Bangladesh agrees to develop policy options with respect to the rationalization of agricultural development goals, rural income and employment goals and maintenance of reliable supplies of foodgrains for the urban sector and the society's destitute."

"E. To improve access of poorer segments of the society to food, while increasing the market for domestic food production, the Government of Bangladesh agrees to a gradual shift of the ration system toward the more vulnerable groups, beginning in 1978. This effort will include reducing the subsidy and/or quantity of the ration in the statutory ration areas. The Government of Bangladesh will continue to limit during 1979/80 distributions made under the modified ration system to Class "A" cardholders, except under emergency circumstances. The Government of Bangladesh will limit total ration system offtakes, excluding food for work, in 1979/80 to the 1977/78 level, excluding food for work, except under emergency circumstances."

"F. To protect its food supplies, the Government of Bangladesh agrees to continue to improve and upgrade foodgrain storage and stock management to ensure the effective and economic management of its foodgrain stock and distribution systems."

"G. To assure coordination of food imports, the Government of Bangladesh agrees to provide to the Government of the United States monthly (within 30 days of the close of the month) statistics on its foodgrain stock position (e.g. opening stocks, actual arrivals, actual offtakes, and actual procurement and

closing stocks) and forecasts of future foodgrain stock positions under various agricultural conditions."

"H. The Government of Bangladesh will establish a food planning and monitoring unit chaired by the Minister of Planning and serving as staff to the Cabinet Committee on Food."

4. In Item VI - Economic Development Purposes for which Proceeds Accruing to Importing Country are to be Used - delete paragraph A in its entirety and insert the following:

"A. In Item VI, the proceeds accruing to the Government of Bangladesh from the sale of commodities financed under this Agreement will be used for financing the Food for Development Program identified in Item VII and Annex B. To the extent that such proceeds are not used for financing such purposes under the Title III Program, they may be used to finance the self-help measures set forth in Item V of Part II and for other development activities in the following sectors: agriculture, rural development, population, family planning and health, included in the annual development plans of the Government of Bangladesh."

B. ANNEX A - PL-480 FOOD FOR DEVELOPMENT PROGRAM: Add the following paragraph to Annex A, Item V of the Agreement:

"If agreement is not reached by June 15, 1979 on pricing provisions for rice and wheat and required changes in open market operations and on the required supporting analysis, the Food for Development provisions of the Agreement will no longer apply. In such case, the Government of Bangladesh agrees to make

payments for commodities furnished under this amendment according to the schedule in Part II, Item II of the Agreement of August 2, 1978, and all other provisions of the October 4, 1974 Agreement, as amended, remain valid."

C. ANNEX B - PROGRAM DESCRIPTION:

Delete existing Annex B language in its entirety and substitute Annex B, as amended, which is attached hereto and forms a part of this amendment.[1]

All other terms and conditions of the August 2, 1978 Title III agreement would remain the same. We propose that this note and your reply concurring therein constitute an agreement between our two Governments effective the date of your note in reply.

Please accept the assurances of my highest consideration.

Mohammed Ali
Joint Secretary
External Resources Division
Ministry of Finance
People's Republic of Bangladesh

[1] Not printed. Available from the Office of Treaty Affairs, Department of State.

The Bangladesh Joint Secretary, External Resources Division, Ministry of Finance to the American Chargé d'Affaires

From: Muhammed Ali
Joint Secretary.

Ministry of ~~Planning~~ Finance
External Resources Division
Government of the People's Republic of Bangladesh
Sher-E-Bangla Nagar
Dacca-15

No. ERD/USA (PL-480)-3/79. DACCA, May 11, 1979.

Dear Mr. Bergesen,

I refer to the Agreement Between the Government of the United States of America and the Government of the People's Republic of Bangladesh for a Public Law 480 Food for Development (Title III) Program dated August 2, 1978, and propose that the Agreement be amended as follows:

A. PART II, PARTICULAR PROVISIONS:

1. In Item I - Commodity Table - delete existing commodity table in its entirety and insert the following:

*Commodity	Supply Period (U.S. Fiscal Year)	Approx. Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat/Wheat Flour	1978	200,000	$ 26.0
Wheat/Wheat Flour	1979	400,000	$ 56.0
Total		600,000	$ 82.0*

2. In Item III - Usual Market Table - in Import Period column insert "1979" under "1978".

3. In Item V - Self-Help Measures - delete existing self-help measures in their entirety and insert the following which includes changes in paragraphs B,C,D, and E and adds paragraph H :

"A To implement these self-help measures, the Government of Bangladesh will continue to place special emphasis on actions contributing directly to development progress in poor rural areas and enabling the poor to participate actively in increasing agricultural production through small farm agriculture."

"B. To increase domestic production the Government of Bangladesh agrees to : (1) Improve the system for the distribution of agricultural inputs, including expanding the number of fertilizer retail outlets and simplifying purchase procedures to ensure greater accessibility by all farmers ; (2) Pursue agricultural research goals which aid to increase and diversify food production ; (3) Take effective measures to disseminate agricultural research information through the extension service and by other means to Bangladesh farmers ; (4) Strengthen rural institutions and promote participation in agriculture and other productive processes ; and (5) Strengthen and expand programs that generate increased purchasing power for the rural and poor people."

"C. To ensure remunerative prices for domestic agricultural production, the Government of Bangladesh also agrees to : (1) Make timely, appropriate and sufficient purchases of foodgrains to maintain foodgrain prices at agreed upon incentive levels ; (2) Announce the procurement price for the boro, aus and aman crops prior to the sowing season ; (3) Encourage the active participation of private dealers in food procurement ; and (4) Limit all foodgrain imports to the minimum necessary to meet the difference between domestic production and total domestic requirements."

"D. To improve planning for agricultural development and the food needs of its population, the Government of Bangladesh agrees to develop policy options with respect to the rationalization of agricultural development goals, rural income and employment goals and maintenance of reliable supplies of foodgrains for the urban sector and the society's destitute."

"E. To improve access of poorer segments of the society to food, while increasing the market for domestic food production, the Government of Bangladesh agrees to a gradual shift of the ration system toward the more vulnerable groups, beginning in 1978. This effort will include reducing the subsidy and/or quantity of the ration in the statutory ration areas. The Government of Bangladesh will continue to limit during 1979/80 distributions made under the modified ration system to Class "A" cardholders, except under emergency circumstances. The Government of Bangladesh will limit total ration system offtakes, excluding food for work, in 1979/80 to the 1977/78 level, excluding food for work, except under emergency circumstances."

"F. To protect its food supplies, the Government of Bangladesh agrees to continue to improve and upgrade foodgrain storage and stock management to ensure the effective and economic management of its foodgrain stock and distribution system."

"G. To assure coordination of food imports, the Government of Bangladesh agrees to provide to the Government of the United States monthly (within 30 days of the close of the month) statistics on its foodgrain stock position (e.g. opening stocks, actual arrivals, actual offtakes, and actual procurement and closing stocks) and forecasts of future foodgrain stock positions under various agricultural conditions."

"H. The Government of Bangladesh will establish a food planning and monitoring unit chaired by the Minister of Planning and serving as staff to the Cabinet Committee on Food".

4. In Item VI - Economic Development Purposes for which Proceeds Accruing to Importing Country are to be Used - delete paragraph A in its entirety and insert the following :

"A. In Item VI, the proceeds accruing to the Government of Bangladesh from the sale of commodities financed under this

Agreement will be used for financing the Food for Development Program identified in Item VII and Annex B. To the extent that such proceeds are not used for financing such purposes under the Title III Program, they may be used to finance the self-help measures set forth in Item V of Part II and for other development activities in the following sectors: agriculture, rural development, population, family planning and health, included in the annual development plans of the Government of Bangladesh."

B. ANNEX A -PL - 480 FOOD FOR DEVELOPMENT PROGRAM:
Add the following paragraph to Annex A, Item V of the Agreement:

"If agreement is not reached by June 15, 1979 on pricing provisions for rice and wheat and required[1] supporting analysis, the Food for Development provisions of the Agreement will no longer apply. In such case, the Government of Bangladesh agrees to make payments for commodities furnished under this amendment according to the schedule in Part II, Item II of the Agreement of August 2, 1978, and all other provisions of the October 4, 1974 Agreement, as amended, remain valid."

C. ANNEX B - PROGRAM DESCRIPTION:
Delete existing Annex B language in its entirety and substitute Annex B, as amended, which is attached hereto and forms a part of this amendment.

All other terms and conditions of the August 2, 1978 Title III agreement would remain the same. Your note of May 11, 1979 and this reply concurring to the proposals made therein constitute an agreement between our two Governments effective this date.

Please accept the assurances of my highest consideration.

Yours Sincerely,

Muhammad Ali
(Muhammed Ali) 11.5.79.

Mr. Alf E. Bergesen,
Charge d' Affairs
Embassy of the United States of America
Adamjee Court, Motijheel C/A,
Dacca.

[1] Should read "wheat and required changes in open market operations and on the required".

The Acting Director of the United States Agency for International Development to the Bangladesh Joint Secretary, External Resources Division, Ministry of Finance

EMBASSY OF THE
UNITED STATES OF AMERICA

DACCA, June 15, 1979

Dear Mr. Ali:

I have the honor to refer to the PL 480 Food for Development (Title III) Agreement signed by representatives of our two Governments on August 2, 1978, as amended May 11, 1979, and propose the Agreement be further amended as follows:

"If agreement is not reached by June 22, 1979 on pricing provisions for rice and wheat and required changes in open market operations and on the required supporting analysis, the Food for Development provisions of the Agreement will no longer apply."

All other terms and conditions of the August 2, 1978 Agreement, as amended May 11, 1979, would remain the same. We propose that this note and your reply concurring therein constitute agreement between our two Governments effective the date of your note in reply.

Please accept the assurances of my highest consideration.

Richard L Fidel

Mohammed Ali
Joint Secretary
External Resources Division
Ministry of Finance
People's Republic of Bangladesh

TIAS 10642

The Bangladesh Joint Secretary, External Resources Division, Ministry of Finance, to the Acting Director of the United States Agency for International Development

Ministry of Finance
External Resources Division
Government of the People's Republic of Bangladesh
Sher-E-Bangla Nagar
Dacca-15

DACCA, June 15, 1979

Dear Mr. Podol:

I have the honor to refer to the PL 480 Food for Development (Title III) Agreement signed by representatives of our two Governments on August 2, 1978, as amended May 11, 1979, and propose the Agreement be further amended as follows:

"If agreement is not reached by June 22, 1979 on pricing provisions for rice and wheat and required changes in open market operations and on the required supporting analysis, the Food for Development provisions of the Agreement will no longer apply."

All other terms and conditions of the August 2, 1978 Agreement, as amended May 11, 1979, would remain the same. We propose that this note and your reply concurring therein constitute agreement between our two Governments effective the date of your note in reply.

Please accept the assurances of my highest consideration.

Muhammad Ali

Richard L. Podol
Acting Director
United States Agency for
International Development
Embassy of the United States of America
Dacca, Bangladesh

TIAS 10642

The Acting Director of the United States Agency for International Development to the Bangladesh Joint Secretary, External Resources Division, Ministry of Finance

EMBASSY OF THE
UNITED STATES OF AMERICA

DACCA, June 22, 1979

Dear Mr. Ali:

I have the honor to refer to the PL 480 Food for Development (Title III) Agreement signed by representatives of our two Governments on August 2, 1978, as amended May 11, 1979 and June 15, 1979, and propose the Agreement be further amended as follows:

"If agreement is not reached by June 29, 1979 on pricing provisions for rice and wheat and required changes in open market operations and on the required supporting analysis, the Food for Development provisions of the Agreement will no longer apply."

All other terms and conditions of the August 2, 1978 Agreement, as amended, would remain the same. We propose that this note and your reply concurring therein constitute agreement between our two Governments effective the date of your note in reply.

Please accept the assurances of my highest consideration.

Mohammed Ali
Joint Secretary
External Resources Division
Ministry of Finance
People's Republic of Bangladesh

TIAS 10642

The Bangladesh Joint Secretary, External Resources Division, Ministry of Finance, to the Acting Director of the United States Agency for International Development

Ministry of Finance
External Resources Division
Government of the People's Republic of Bangladesh
Sher-E-Bangla Nagar
Dacca-15

DACCA, June 22, 1979

Dear Mr. Podol:

I have the honor to refer to the PL 480 Food for Development (Title III) Agreement signed by representatives of our two Governments on August 2, 1978, as amended May 11, 1979 and June 15, 1979, and propose the Agreement be further amended as follows:

"If agreement is not reached by June 29, 1979 on pricing provisions for rice and wheat and required changes in open market operations and on the required supporting analysis, the Food for Development provisions of the Agreement will no longer apply."

All other terms and conditions of the August 2, 1978 Agreement, as amended, would remain the same. We propose that this note and your reply concurring therein constitute agreement between our two Governments effective the date of your note in reply.

Please accept the assurances of my highest consideration.

Muhammad Ali.

Richard L. Podol
Acting Director
United States Agency for
International Development
Embassy of the United States of America
Dacca, Bangladesh

TIAS 10642

The Acting Director of the United States Agency for International Development to the Bangladesh Joint Secretary, External Resources Division, Ministry of Finance

EMBASSY OF
THE UNITED STATES OF AMERICA

DACCA, June 29, 1979

Dear Mr. Ali:

I have the honor to refer to PL 480 Food for Development (Title III) Agreement signed by representatives of our two Governments on August 2, 1978, as amended May 11, June 15, and June 22, 1979, and propose that the Agreement be further amended as follows:

In the Agreed Minutes of negotiations to the May 11, 1979 Amendment to the PL 480 Food for Development Program (Title III), as amended June 15, 1979 and June 22, 1979, on page 14 following the last sentence in Item 10 (Price of Wheat in Open Market Sales and Other Prices) ending with "implementation of the price package", insert the following:

"Following an analysis of the costs of production and price data covering procurement of rice and wheat, the ration issue price of rice and wheat, the OMS wholesale price of wheat, the target ceiling price within which coarse rice prices are to be constrained and the trigger price which would initiate OMS operations, BDG officials in Letter D.O. No. ERD/USA (PL-480) - 3/79 dated June 15, 1979 agreed with USG officials on the internal procurement price of paddy, rice and wheat for 1979/80 as follows:

	Paddy	Rice	Wheat
Before Transportation Bonus	96	154	93
With Transportation Bonus	100	158	97

"BDG officials also agreed with USG officials on other prices as follows:

	Rice	Wheat
Trigger Price	172	
Target Ceiling Price	184	
OMS Selling Price		87
Ration Price	120	90

"The above ration price is the price announced May 19, 1979. This is a minimum ration price. The USG representatives indicated they expected it would increase on the basis of the BDG's Letter D.O. No. ERD/USA (PL-480) - 3/79 dated June 15, 1979 which stated that 'The Government will decide the ration price of rice and wheat shortly, keeping in view the higher procurement price. According to our preliminary estimates the ration prices may in fact be higher than the level indicated by you so as to be consistent with the higher procurement price.'

"BDG officials also agreed to announce procurement price increases by the end of the first week in July 1979 prior to the planting of the aman crop. In addition, BDG and USG officials agreed to the following changes in the open market sales system: (1) The OMS ceiling price will be set at Tk 100 per maund. (2) The Ministry of Food will provide allocations for OMS wheat at least equal to those for Modified Rationing (MR). Further, it will instruct its subdivisional controllers to (a) give equal priority to OMS in their operations, and (b) make every effort to

see that OMS offtakes at least match MR offtakes.

(3) Sales to flour millers under OMS will in no month in any subdivision exceed 20 percent of total offtakes under OMS for the month."

All other terms and conditions of the August 2, 1978 Agreement, as amended, would remain the same. We propose that this note and your reply concurring therein constitute agreement between our two Governments effective the date of your note in reply.

Please accept the assurances of my highest consideration.

R L Yodd

Mohammed Ali
Joint Secretary
External Resources Division
Ministry of Finance
People's Republic of Bangladesh

TIAS 10642

78-500 O—92——4

The Bangladesh Joint Secretary, External Resources Division, Ministry of Finance, to the Acting Director of the United States Agency for International Development

Ministry of Finance
External Resources Division
Government of the People's Republic of Bangladesh
Sher-E-Bangla Nagar
Dacca-15

DACCA, June 29, 1979

Dear Mr. Podol,

I have the honor to refer to PL 480 Food for Development (Title III) Agreement signed by representatives of our two Governments on August 2, 1978, as amended May 11, June 15, and June 22, 1979, and propose that the Agreement be further amended as follows:

In the Agreed Minutes of negotiations to the May 11, 1979 Amendment to the PL 480 Food for Development Program (Title III), as amended June 15, 1979 and June 22, 1979, on page 14 following the last sentence in Item 10 (Price of Wheat in Open Market Sales and Other Prices) ending with "implementation of the price package", insert the following:

"Following an analysis of the cost of production and price data covering procurement of rice and wheat, the ration issue price of rice and wheat, the OMS wholesale price of wheat, the target ceiling price within which coarse rice prices are to be constrained and the trigger price which would initiate OMS operations, BDG officials in letter No.ERD/USA(PL 480)-3/79 dated June 15, 1979 agreed with USG officials on the internal procurement price of paddy, rice and wheat for 1979/80 as follows:

	Paddy	Rice	Wheat
Before Transportation Bonus	96	154	93
With Transportation Bonus	100	158	97

BDG officials also agreed with USG officials on other prices as follows:

	Rice	Wheat
Trigger Price	172	
Target Ceiling Price	184	
OMS Selling Price		87
Ration Price	120	90

"The above ration price is the price announced May 19, 1979. This is a minimum ration price. The USG

representatives indicated they expected it would increase on the basis of the BDG's letter No.ERD/USA(PL 480)-3/79 dated June 15, 1979 which stated that " The Government will decide the ration price of rice and wheat shortly keeping in view the higher procurement price. According to our preliminary estimates the ration prices may in fact be higher than the level indicated by you so as to be consistent with the higher procurement price."

"BDG officials also agreed to announce procurement price increases by the end of the first week in July 1979 prior to the planting of the aman crop. In addition, BDG and USG officials agreed to the following changes in the open market sales system:

(1) The OMS ceiling price will be set at Tk 100 per maund. (2) The Ministry of Food will provide allocations for OMS wheat at least equal to those for Modified Rationing (MR). Further, it will instruct its subdivisional controllers to (a) give equal priority to OMS in their operations, and (b) make every effort to see that OMS offtakes at least match MR offtakes. (3) Sales to flour millers under OMS will in no month in any subdivision exceed 20 percent of total offtakes under OMS for that month."

All other terms and conditions of the August 2, 1978 Agreement, as amended, would remain the same. We propose that your note of June 29, 1979 and this note concurring therein constitute agreement between our two Governments effective this date, the 29th of June, 1979.

Please accept the assurances of my highest consideration.

Mr.Richard L.Podol,
Acting Director,USAID,
Hotel Purbani,
Motijheel Commercial Area,
Dacca.

BRAZIL

Space Research: Sounding Rockets

Memorandum of understanding signed at Brasilia January 31, 1983;
Entered into force January 31, 1983.

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL CONCERNING COOPERATION IN AEROSPACE EXPERIMENTS EMPLOYING SOUNDING ROCKETS

The Government of the United States of America

and

The Government of the Federative Republic of Brazil,

hereafter referred to as the Parties,

CONSIDERING the Agreement for a Program of Scientific Cooperation between the two Governments of 1 December 1971, as amended and extended on 28 December 1976, and again extended on 30 November 1981, 1 June 1982 and 30 November 1982,[1]

AGREE as follows:

ARTICLE I

For the implementation of this Memorandum of Understanding the Government of the United States of America designates as Executive Agency the United States Air Force, acting through the Air Force Geophysical Laboratory (AFGL), and the Government of the Federative Republic of Brazil designates as Executive Agency the Brazilian Air Force, acting through the Aerospace Technical Center (CTA).

[1] TIAS 7221, 8749, 10398, 10606; 22 UST 1799; 28 UST 8151; 34 UST 4431.

ARTICLE II

The purpose of this Memorandum of Understanding is to establish a basis, subject to the laws and regulations of each Party for the development and execution of joint programs, between the Executive Agencies named above, concerning technical and scientific cooperation in aerospace experiments employing United States and Brazilian sounding rockets launched from the territory of either Party.

ARTICLE III

1. The planning and implementation of experiments under this Memorandum of Understanding will be accomplished by a coordination commission consisting of two representatives each from AFGL and CTA. For each proposed experiment, the Coordination Commission will:

a) define objectives and technical characteristics;

b) make necessary preparations for execution of the experiment, including establishment of specific programmatic responsibilities of each Party;

c) reduce to writing a comprehensive statement of the proposed experiment for approval by national authorities; and

d) upon completion of the experiment prepare a final report.

2. The Commission will meet as required, at a time and location to be agreed upon by the Parties.

ARTICLE IV

1. All data resulting from the experiments will be specifically attributed to this Memorandum of Understanding and will be made available to the world scientific community through customary channels and in accordance with the normal procedures of the Executive Agencies.

2. Proprietary rights in any data, technical information, or equipment provided under this Memorandum of Understanding will be fully recognized and protected in accordance with the national laws of each Party applicable to such rights. It is the responsibility of the Party providing such data, information, or equipment to inform the other Party of any such rights so held.

3. No classified data or equipment will be exchanged under this Memorandum of Understanding.

ARTICLE V

1. The ability of both Parties to carry out activities under this Memorandum of Understanding is subject to the availability of appropriated funds.

2. Each Party will bear the costs of discharging its respective responsibilities, including travel and subsistence for its own personnel and transportation charges on all equipment for which it is responsible.

ARTICLE VI

To the extent the Parties agree thereon, this program may include the exchange of scientists, engineers and other necessary personnel. The Parties will facilitate the issuance of visas for entry into and exit from their respective territories of scientists, engineers and other necessary personnel who may exercise their activities within the purview of this Memorandum of Understanding. The personal effects of personnel referred to in this Article, as well as the equipment necessary for the exercise of their activities, will be admitted duty free on a temporary basis in conformity with the legislation and regulations of each Party.

ARTICLE VII

Each Party waives all claims against the other for damages sustained by virtue of activities undertaken pursuant to this Memorandum of Understanding. Liability for damages sustained by third parties will be resolves within the provisions and norms of national laws and through consultation between the Parties.

ARTICLE VIII

1. This Memorandum of Understanding will enter into force upon signature and will remain in effect for five years. It may be extended or amended by exchange of diplomatic notes.

2. This Memorandum of Understanding may be terminated by either Party upon six months prior written notice to the other Party.

Signed at Brasília, on the 31st day of January, 1983, in duplicate in the English and Portuguese languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA: [1]

[SEAL]

FOR THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL: [2]

[SEAL]

[1] L. A. Motley.
[2] R. S. Guerreiro.

MEMORANDO DE ENTENDIMENTO ENTRE O GOVERNO DOS ESTADOS UNIDOS DA AMERICA E O GOVERNO DA REPÚBLICA FEDERATIVA DO BRASIL REFERENTE A COOPERAÇÃO EM EXPERIMENTOS AEROESPACIAIS EMPREGANDO FOGUETES DE SONDAGEM

O Governo dos Estados Unidos da América

e

O Governo da República Federativa do Brasil,

doravante denominados Partes Contratantes,

CONSIDERANDO o Acordo para um Programa de Cooperação Científica entre os dois Governos de 1 de dezembro de 1971, conforme emendado e prorrogado em 28 de dezembro de 1976 e novamente prorrogado em 30 de novembro de 1981, 1 de junho de 1982 e 30 de novembro de 1982,

CONVÊM no seguinte:

ARTIGO 1

Para a implementação do presente Memorando de Entendimento o Governo dos Estados Unidos da América designa como Instituição Executora a Força Aérea dos Estados Unidos da América, por meio do "Air Force Geophysical Laboratory (AFGL)", e o Governo da República Federativa do Brasil designa como Instituição Executora a Força Aérea Brasileira, por meio do Centro Técnico Aeroespacial (CTA).

ARTIGO II

O presente Memorando de Entendimento tem por objetivo estabelecer uma base, sujeita às leis e regulamentos de cada uma das Partes, para o desenvolvimento e a execução de programas conjuntos entre as Intituições Executoras mencionadas acima, referentes à cooperação científica e técnica em experimentos aeroespaciais empregando foguetes de sondagem norte-americanos e brasileiros, lançados dos territórios de qualquer das Partes.

ARTIGO III

1. O planejamento e a implementação dos experimentos cobertos por este Memorando de Entendimento serão efetuados por uma Comissão de Coordenação constituída por dois representantes do CTA e dois representantes do AFGL. Para cada experimento proposto, a Comissão de Coordenação:

a) definirá objetivos e características técnicas;

b) procederá aos necessários preparativos para a execução do experimento, inclusive o estabelecimento das responsabilidades programáticas de cada uma das Partes;

c) redigirá um projeto pormenorizado do experimento proposto, para aprovação pelas autoridades nacionais; e

d) após a conclusão do experimento, preparará um relatório final.

2. A Comissão se reunirá quando necessário, em data e local a serem acordados pelas Partes Contratantes.

ARTIGO IV

1. Todos os dados resultantes dos experimentos serão especificamente atribuídos a este Memorando de Entendimento e serão colocados à disposição da comunidade científica mundial através dos canais costumeiros e segundo os procedimentos normais das Instituições Executoras.

2. Os direitos de propriedade de quaisquer dados, informações técnicas, ou equipamentos fornecidos no âmbito deste Memorando de Entendimento serão totalmente reconhecidos e protegidos de acordo com a legislação nacional de cada uma das Partes Contratantes aplicável a tais direitos. É responsabilidade da Parte Contratante que fornecer tais dados, informações ou equipamentos informar à outra Parte Contratante a existência de tais direitos.

3. Nenhum dado ou equipamento classificado será trocado no âmbito deste Memorando de Entendimento.

ARTIGO V

1. A possibilidade de ambas as Partes realizarem atividades no âmbito deste Memorando de Entendimento estará sujeita à disponibilidade dos fundos destinados para tal fim.

2. Cada uma das Partes Contratantes arcará com os custos do desempenho de suas respectivas responsabilidades, inclusive transporte e subsistência de seu próprio pessoal, e custos de transporte de todo equipamento de sua responsabilidade.

ARTIGO VI

Sujeito a acordo entre as Partes Contratantes, este programa poderá incluir o intercâmbio de cientistas, engenheiros e outro pessoal necessário. As Partes Contratantes facilitarão a concessão de vistos para a entrada e saída de seus respectivos territórios de cientistas, engenheiros e outro pessoal necessário, que exerçam atividades no âmbito deste Memorando de Entendimento. Os bens pessoais do pessoal referido neste Artigo, bem como o equipamento necessário para o exercício de suas atividades, serão admitidos livres de impostos em base temporária, de acordo com a legislação e os regulamentos de cada uma das Partes.

ARTIGO VII

Cada Parte Contratante renuncia a todas as demandas contra a outra por danos sofridos em virtude de atividades realizadas no âmbito deste Memorando de Entendimento. A responsabilidade por danos sofridos por terceiras partes será estabelecida segundo as disposições e normas das legislações nacionais e através de consultas entre as Partes Contratantes.

ARTIGO VIII

1. O presente Memorando de Entendimento entrará em vigor na data de sua assinatura e terá a duração de cinco anos. Poderá ser prorrogado ou emendado por troca de notas diplomáticas.

2. O presente Memorando de Entendimento poderá ser denunciado por qualquer das Partes Contratantes mediante comunicação por escrito à outra Parte Contratante com antecedência de seis meses.

Feito em Brasília, aos 31 dias do mês de janeiro de 1983, em dois originais, nos idiomas inglês e português, sendo ambos os textos igualmente autênticos.

PELO GOVERNO DOS ESTADOS UNIDOS DA AMERICA:

PELO GOVERNO DA REPÚBLICA FEDERATIVA DO BRASIL:

JAMAICA

Economic Assistance: Production and Employment

Agreement signed at Kingston December 17, 1982;
Entered into force December 17, 1982.

LOAN AGREEMENT
BETWEEN
THE GOVERNMENT OF JAMAICA
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
ACTING THROUGH
THE AGENCY FOR INTERNATIONAL DEVELOPMENT
FOR
PRODUCTION AND EMPLOYMENT LOAN III

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PRODUCTION AND EMPLOYMENT LOAN III AGREEMENT BETWEEN THE GOVERNMENT OF JAMAICA AND THE UNITED STATES OF AMERICA

AGREEMENT, dated the seventeenth day of December, 1982, between the Government of Jamaica ("Borrower") and the United States of America acting through the Agency for International Development ("AID"), together referred to as the "Parties".

Whereas, the Government of the United States, acting through AID, desires to assist the Government of Jamaica in its stabilization and recovery efforts;

Now, therefore, the Parties hereto agree as follows:

ARTICLE I

The Loan

AID agrees to lend to the Borrower, under the terms of this Agreement, not to exceed Twenty-Five Million United States Dollars (U.S. $25,000,000) (the "Loan") to provide immediate balance of payments support to the Borrower and to stimulate production, employment and exports in Jamaica. The aggregate amount of disbursements under the Loan is referred to as "principal".

ARTICLE II

Loan Terms

Section 2.1 *Repayments*

The Borrower will repay to AID the principal under the Loan within twenty (20) years from the date of first disbursement of the Loan (as defined in Section 4.2) in twenty-one (21) approximately equal semi-annual installments of principal and interest. The first installment of principal will be payable nine and one-half (9½) years after the date on which the first interest payment is due in accordance with Section 2.2. AID will provide the Borrower with an amortization schedule in accordance with this section after disbursement of the Loan.

Section 2.2 *Interest*

The Borrower will pay to AID interest which will accrue at the rate of two percent (2%) per annum for ten (10) years after the date upon which the Loan funds are disbursed and at the rate of three percent (3%) per annum thereafter, on the outstanding balance of the principal and on any due and unpaid interest. Interest will be payable semi-annually. The first payment of interest will be due and payable no later than six months after the date of disbursement, on a date to be specified by AID.

Section 2.3 *Application, Currency and Place of Payment*

All payments of interest and principal hereunder will be made in U.S. dollars and will be applied first to the payment of interest due and then to the repayment of principal. Except as AID may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

Section 2.4 *Prepayment*

Upon payment of all interest due, the Borrower may prepay, without penalty, all or any part of the principal. Unless AID otherwise agrees in writing, any such prepayment will be applied to the installments of principal in the inverse order of their maturity.

ARTICLE III

Conditions Precedent to Disbursement

Prior to the disbursement of funds under this Agreement, the Borrower shall, except as the Parties may otherwise agree in writing, furnish to AID in form and substance satisfactory to AID:

Section 3.1 (a) *Legal Opinion*

An opinion of counsel acceptable to AID that this Agreement has been duly authorized or ratified by, and executed on behalf of, the Borrower and that it constitutes a valid legally binding obligation of the Borrower in accordance with all of its terms;

(b) *Borrower's Representative*

A statement of the name of the person holding or acting in the position of the Borrower specified in Section 8.2;

(c) *Compliance With Donor Assistance Targets*

(i) Evidence that the Borrower is in substantial compliance with targets established for Jamaica under the Extended Fund Facility of the International Monetary Fund (IMF) and the Structural Adjustment Loan of the World Bank (IBRD);

(ii) that the IMF, the IBRD and the Borrower have reached agreement on an Export Incentives Program involving institutionalization of the parallel market; and

(d) *Foreign Exchange For U.S. Imports*

An official letter from the Borrower agreeing to the allocation to the private sector foreign exchange proceeds of the Loan for the importation from the United States of spare parts, capital goods and industrial and agricultural inputs in an amount at least equivalent to the Loan over a one year period.

Section 3.2 *Notification of Satisfaction*

When AID has determined that all the conditions precedent specified in Section 3.1 have been met, it will promptly notify the Borrower.

Section 3.3 *Terminal Date for Conditions Precedent*

If all the conditions specified in Section 3.1 have not been met within ninety (90) days from the date of this Agreement, or such later date as AID may agree in writing, AID, at its option, may terminate this Agreement by written notice.

ARTICLE IV

Disbursement

Section 4.1 *Deposit of Disbursed Funds*

After satisfaction of all the conditions precedent set forth in Section 3.1, at the written request of the Borrower, AID will deposit the proceeds of the Loan in a bank or banks designated in writing by the Borrower.

Section 4.2 *Date of Disbursement*

Disbursement by AID will be deemed to occur on the date(s) the proceeds of the Loan are deposited in the bank or banks designated pursuant to Section 4.1.

Section 4.3 *Terminal Date for Requesting Disbursement*

Except as AID may otherwise agree in writing, the terminal date for requesting disbursement of the Loan proceeds shall be six months from the date of this Agreement.

ARTICLE V

Use of Funds

Section 5.1 *Local Currency Special Account*

Upon disbursement of the Loan, the Borrower shall establish a local currency Special Account at the Bank of Jamaica, in an amount equivalent to the Loan proceeds, to finance the local currency cost of development programs in Jamaica. The highest rate of exchange which is not unlawful in Jamaica on the date of the dollar disbursement shall be used in determining the total amount required to be so allocated. Allocation of these local funds will be as agreed upon by the Borrower and A.I.D. on a project-by-project basis. At the joint quarterly review meetings set forth in Section 6.1, the Borrower will furnish to A.I.D. Quarterly Activity Status Reports which will show actual project disbursement activity.

Section 5.2 *Ineligible Procurement*

The United States Dollar funds provided hereunder shall be available as free foreign exchange assets of the Borrower. However, the Borrower agrees that such funds shall not be used to finance

military requirements of any kind including the procurement of commodities or services for military purposes and shall not be used to finance luxury items, food or pesticides which are not registered by the U.S. Environmental Protection Agency without restriction.

The Borrower further agrees to use this AID assistance in a manner which will not cause injury or threat thereof to the production, marketing or pricing of U.S. agricultural commodities or products.

Section 5.3 *U.S. Imports*

The Borrower agrees that within one year of the date of disbursement by A.I.D. of U.S. Dollar funds under this Agreement, the Borrower will make available to the private sector in Jamaica an amount at least equivalent to the amount of U.S. Dollar funds for the importation from the United States of spare parts, capital goods and industrial and agricultural inputs.

Section 5.4 *Import Reports and Documentation*

The Borrower shall furnish to A.I.D. such reports relating to this Agreement as A.I.D. shall from time to time request in writing.

ARTICLE VI

Covenants

Section 6.1 *Quarterly Progress Reviews*

The Borrower agrees to conduct Quarterly Review meetings with AID of progress under the conditions of U.S. Government, IMF and IBRD assistance. At these review meetings, the Borrower will provide AID with copies of all official data and internal projections relevant to the Borrower's requests for assistance and the required performance tests: Such reviews shall cover, among other things:

(a) progress made by the Borrower during 1983 toward design and implementation of a plan to permit individual Jamaicans to hold foreign exchange denominated savings accounts in Jamaica;

(b) implementation of the Borrower's program of divestiture of publicly owned commercial enterprises; and

(c) implementation of a program to rationalize Borrower's investment promotion activities.

Section 6.2 *Records*

The Borrower will maintain financial records, in accordance with generally accepted accounting principles, to assure compliance with this Agreement, such records to be maintained for at least three years after the date of disbursement hereunder and to be made available upon request for examination at any reasonable time by authorized representatives of AID.

Section 6.3 *Taxation*

This Agreement and the amount to be loaned hereunder shall be free from any taxation or fees imposed under any laws in effect within Jamaica.

ARTICLE VII

Termination; Remedies

Section 7.1 *Events of Default*

It will be an "Event of Default" if the Borrower shall have failed:

(A) To pay when due any interest or installment of principal required under this Agreement, or

(B) To comply with any other provision of this Agreement, or

(C) To pay when due any interest or installment of principal or other payment required under any other loan, guaranty or other agreement, between the borrower or any of its agencies and AID or any of its predecessor agencies.

Section 7.2 *Acceleration*

If an event of default shall have occurred, then AID may, at its discretion, give the Borrower notice that all or any part of the unpaid principal under the Loan will be due and payable sixty (60) days thereafter, and unless such event of default is cured within that time, such unrepaid principal, and interest accrued with respect to such unpaid principal, will be due and payable immediately.

Section 7.3 *Suspension*

If at any time:

(i) an Event of Default has occurred; or

(ii) an event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purpose of the Loan will be attained or that the Borrower will be able to perform its obligations under this Agreement; or

(iii) any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.; or

(iv) the Borrower shall have failed to pay when due any interest, installment of principal or other payment required under any other loan, guaranty, or other agreement between the Borrower or any of its agencies and the Government of the United States or any of its agencies;

Then A.I.D. may decline to make any disbursements under this Agreement.

Section 7.4 *Cancellation by A.I.D.*

If, within sixty (60) days from the date of any suspension of disbursements pursuant to Section 7.3, the cause or causes thereof have not been corrected, A.I.D. may cancel any part of the Loan that is not then disbursed.

Section 7.5 *Continued Effectiveness of Agreement*

Notwithstanding any cancellation, suspension of disbursements, or acceleration of repayment, the provisions of this Agreement will continue in effect until the payment in full of all Principal and accrued interest hereunder.

Section 7.6 *Nonwaiver of Remedies*

No delay in exercising any right or remedy accruing to a Party in connection with its financing under this Agreement will be construed as a waiver of such right or remedy.

ARTICLE VIII

Miscellaneous

Section 8.1 *Communications*

The Borrower undertakes to provide to AID such information relating to the economic and financial situation of Jamaica as may be necessary. Any notice, request, documents, or other communication submitted by either party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following address:

To BORROWER:
The Financial Secretary
Ministry of Finance
30 National Heroes Circle
Kingston 4, Jamaica

To AID:
Director
USAID Mission to Jamaica
U.S. Embassy
Kingston, Jamaica

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of written notice.

Section 8.2 *Representatives*

For all purposes relevant to this Agreement, the Borrower will be represented by the individual holding or acting in the position of Minister of Finance and AID will be represented by the individual holding or acting in the position of Director of the U.S. AID Mission to Jamaica each of whom, by written notice, may designate additional representatives. The names of the representatives of the Borrower, with specimen signatures, will be provided to AID, which may accept as duly authorized an instrument signed by such representatives in implementation of this Agreement, until receipt or written notice of revocation of their authority.

IN WITNESS WHEREOF, the Government of Jamaica and the United States of America, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered as of the date and year first above written.

GOVERNMENT OF JAMAICA

By: EDWARD SEAGA
Title: *Prime Minister and Minister of Finance and Planning*

UNITED STATES OF AMERICA

By: LEWIS READE
Title: *Director, United States AID Mission to Jamaica*

UNITED STATES OF AMERICA

By: WILLIAM A. HEWITT
Title: *Ambassador, United States of America*

CANADA

Television: Allocation of Channels

Agreement modifying the agreement of April 23 and June 23, 1952.
Effected by exchange of notes
Signed at Washington February 26 and April 7, 1982;
With arrangement;
Entered into force April 7, 1982.

The Canadian Ambassador to the Secretary of State

Canadian Embassy Ambassade du Canada

WASHINGTON, February 26, 1982.

No. 77

Sir,

I have the honour to refer to the Exchange of Notes dated April 23 and June 23, 1952[1] between Canada and the United States of America constituting an Agreement regarding allocation of television channels and to discussions between representatives of interested agencies of our two Governments concerning the allocation of radio spectrum in the UHF band. They have proposed the following amendments to the above mentioned Agreement:

The band 806 to 890 MHz which includes television channels 70 to 83, shall no longer be used for television broadcasting but shall be allocated to the mobile radio services. The use of the band 806 to 890 MHz shall be governed by the Arrangement between the Department of Communications and the Federal Communications Commission appearing as Annex I of this Note. At an appropriate time in the future, this Arrangement shall be annexed to the Agreement concerning the Coordination and Use of Radio Frequencies Above 30 Megacycles per second[2] as amended June 24, 1965.[3]

The Honourable Alexander M. Haig, Jr.,
Secretary of State,
Washington, D. C. 20520.

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[1] TIAS 2594; 3 UST 4443.
[2] Exchange of notes Oct. 24, 1962. TIAS 5205; 13 UST 2418.
[3] Exchange of notes June 16 and 24, 1965. TIAS 5833; 16 UST 923.

The allotment of television channels within an area of 250 miles (402 km) on either side of the border between Canada and the United States shall be in accordance with Tables A and B appearing in Annex II of this Note. These Tables may be amended from time to time by an exchange of documents directly between the Federal Communications Commission and the Department of Communications as provided in paragraph H of the Canadian/USA Television Agreement of 1952.

Recognizing that five Canadian television stations currently provide service in Southern Ontario and British Columbia in the band 806 to 890 MHz and that these stations utilize, in accordance with the 1952 Canadian /USA Television Agreement of 1952, channel 78, (854-860 MHz) in Windsor, channel 76, (842-848 MHz) in Kitchener, channel 79, (860-866 MHz) in Toronto, channel 72, (818-824 MHz) in Enderby and channel 77, (848-854 MHz) in Radium/Hot Springs, the United States agrees to protect reception of these stations in Canada from interference from other radio services operating in the band 806-890 MHz. Canada agrees to reassign as expeditiously as possible the three television stations located in Ontario. The two stations in British Columbia will be reassigned when their continued operation would impair the provision of mobile radio services along the border.

Prior to reassignment, each of the broadcast stations is to be protected as follows: the field strength of an interfering mobile radio signal at the station's calculated B contour (where the protected

contour crosses the border, that portion of the border lying within the contour shall be treated as the relevant segment of the B contour) is not to exceed 14 dBu for frequencies co-channel with that of the television channel utilized and is not to exceed 54 dBu in the two adjacent 6 MHz guard bands. The field strength of any interfering signals is to be calculated using the R6602 F(50,10) propagation curves at a receiving effective antenna height of 9.1 metres.

The Interim Arrangement for the coordination of U.S. land mobile radio stations operating in the 806-890 MHz frequency band in the vicinity of the border between Canada and the United States of America dated January 13, 1977[1] is hereby terminated.

Representatives of the United States and Canada will, at the request of the Canadian administration, negotiate amendments to the annexed arrangement in order to permit the introduction of mobile satellite operations in the band 806 to 890 MHz.

If the proposals outlined above are acceptable to the Government of the United States, I have the honour to propose that this Note, which is authentic in English and French, and your reply to that effect shall constitute an agreement between our two Governments which shall enter into force on the date of your reply.[2]

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

Allan J. Gotlieb[3]

Ambassador

[1] Exchange of letters Dec. 21, 1976 and Jan. 13, 1977. TIAS 8838; 29 UST 598.
[2] See p. 145.
[3] Allan Gotlieb.

ANNEX I

Arrangement Between the Department of Communications of Canada and the Federal Communications Commission of the United States Concerning the use of the Band 806 to 890 MHz along the Canada - United States Border

1. Scope

This arrangement between the Department of Communications of Canada (DOC) and the Federal Communications Commission of the United States (FCC), herein referred to as the Agencies, covers the establishment and operation of land mobile radio services operating in the band 806 to 890 MHz along the Canada-United States border.

Aeronautical and maritime mobile services in this band are not covered by this arrangement but will be the subject of future discussion at the request of either Agency prior to their introduction, in accordance with the principle outlined in paragraph 2.

2. General Sharing Principle

The frequency band covered by this arrangement and each of the sub-bands are to be shared on an equal basis along the border, except as otherwise specified.

3. Sharing Arrangements in the 806-821 MHz and 851-866 MHz Bands

3.1 The United States has the unrestricted geographic use of the frequency bands 806.0000 to 809.7500 MHz, 817.2500 to 821.0000 MHz, 851.0000 to 854.7500 MHz and 862.2500 to 866.0000 MHz in the Sharing Zones within the United States except as specified in paragraph 4.

Canada has the unrestricted geographic use of the frequency bands 809.7500 to 817.2500 MHz and 854.7500 to 862.2500 MHz in the Sharing Zones within Canada except as specified in paragraph 4.

3.2 There are three Sharing Zones:

a) Sharing Zone I:

This Sharing Zone is the area adjacent to the United States-Canada border East of longitude 121° 30'W and extending a distance of 100 km within either country. Within this zone, the Agencies may use their allotted portions of spectrum subject to the Effective Radiated Power (ERP) and Effective Antenna Height (EAH) limits of Annex A, Table A1.

b) Sharing Zone II:

This Sharing Zone is the area adjacent to the United States-Canada border between 121° 30' and 127°W longitude and extending a distance of 140 km within either country. Within this zone, the Agencies may use their allotted portions of spectrum subject to the Effective Radiated Power (ERP) and Effective Antenna Height (EAH) limits of Annex A, Table A2.

c) Sharing Zone III:

This Sharing Zone is the area adjacent to the Alaska-British Columbia/Yukon Territory border and extending a distance of 100 km within either country. Within this zone, the Agencies may use their alloted portions of spectrum subject to the Effective Radiated Power (ERP) and Effective Antenna Height (EAH) limits of Annex A, Table A1.

3.3 Protection Zone:

The Protection Zones are the areas adjacent to Sharing Zones I and III and extending from 100 to 140 km away from the United States-Canada border within both countries. There is no Protection Zone associated with Sharing Zone II.

3.4 Each Agency has full use of the 806-821 MHz and 851-866 MHz bands within the Protection Zone in their respective country subject to the condition that base stations not exceed the maximum Effective Radiated Power (ERP) and Effective Antenna Height (EAH) limits given in Annex A, Table A1.

Note: see Figure 1

3.5 Two Frequency Channeling Arrangements

Everywhere within the Sharing and Protection Zones, the Agencies will use the spectrum on the basis of a two frequency chanelling plan with mobile station transmitters in the 806-821 MHz band and base station transmitters in the 851-866 MHz band.

3.6 Use of the 806-821 MHz and 851-866 MHz Bands Outside of the Sharing and Protection Zones.

Beyond 140 km from the border, the Agencies have unrestricted use of these bands.

4. Special Sharing Arrangements

In recognition of particular demographic circumstances, the Agencies agree on the unequal division of spectrum between Canada and the United States in the following two sectors:

Figure 1

CANADA/UNITED STATES SHARING ARRANGEMENT: 806-821 MHz AND 851-866 MHz BANDS

NOTES: - ALL FREQUENCIES IN MEGAHERTZ
- PROTECTION ZONES AND SHARING ZONE I AND III SUBJECT TO ANNEX A, TABLE A1 REQUIREMENTS
- SHARING ZONE II SUBJECT TO ANNEX A, TABLE A2 REQUIREMENTS.

4.1 a) Sector 1:

Sector 1 is defined to be the portion of Sharing Zone I in the United States and Canada, bounded on the West by 85°W longitude and on the East by 81°W longitude.

In this Sector, the United States has the unrestricted geographic use of the bands 806.0000 to 811.2500 MHz, 815.7500 to 821.0000 MHz, 851.0000 to 856.2500 MHz and 860.7500 to 866.0000 MHz and Canada has the unrestricted geographic use of the bands 811.2500 to 815.7500 MHz and 856.2500 to 860.7500 MHz.

b) Sector 2

Sector 2 is defined to be the portion of Sharing Zone I in the United States and Canada bounded on the West by 81°W longitude and on the East by 71°W longitude.

In this Sector, the United States has the unrestricted geographic use of the bands 806.0000 to 808.2500 MHz, 818.7500 to 821.0000 MHz, 851.0000 to 853.2500 MHz and 863.7500 to 866.0000 MHz and Canada has the unrestricted geographic use of the bands 808.2500 to 818.7500 MHz and 853.2500 to 863.7500 MHz.

Note: see Figure 2

4.2 Coordination Necessitated by the Special Sharing Arrangements

Where, as a result of these special sharing arrangements, portions of the allotted bands of both countries overlap, proposed frequency assignments in the overlapping portions will be coordinated between the two Agencies in accordance with the procedures specified in Arrangement A annexed to the Agreement concerning the Coordination and Use of Radio Frequencies Above Thirty Megacycles per Second as amended 24 June 1965.

4.2.1 Coordination is required for assignments in the 808.2500 to 811.2500 MHz, 815.7500 to 818.7500 MHz, 853.2500 to 856.2500 MHz and 860.7500 to 863.7500 MHz bands in the following overlap areas:

a) The geographical area in Canada enclosed by the meridian of 81°W longitude, the arc of a circle of 100 km radius centered at the intersection of 81°W longitude and the southern shore of Lake Erie and drawn clockwise from the northerly intersection with 81°W longitude to intersect the United States-Canada border, and the United States-Canada border, and

b) the geographical area in the United States enclosed by the meridian of 81°W longitude, the arc of a circle of 100 km radius centered at the intersection of 81°W longitude and the northern shore of Lake Erie and drawn clockwise from the southerly intersection with 81°W longitude to intersect the United States-Canada border, and the United States-Canada border.

Figure 2

CANADA/UNITED STATES SHARING ARRANGEMENT:

806-821 AND 851-866 MHz BANDS:

SHARING AND PROTECTION ZONES

Not To Scale

* BAND OVERLAP AREA: See Figure 3

The Agencies will channel and use the overlapping bands for assignments with 16 kHz or less necessary bandwidth on center frequencies spaced 25 kHz apart. The FCC will assign frequencies from 808.2625 to 811.2375 MHz, 815.7625 to 818.7375 MHz, 853.2625 to 856.2375 MHz and 860.7625 to 863.7375 MHz inclusive. The DOC will assign frequencies from 808.2750 to 811.2250 MHz, 815.7750 to 818.7250 MHz, 853.2750 to 856.2250 MHz and 860.7750 to 863.7250 MHz inclusive.

4.2.2 Coordination is required for assignments in the 808.2500 to 809.7500 MHz, 817.2500 to 818.7500 MHz, 853.2500 to 854.7500 MHz and 862.2500 to 863.7500 MHz bands in the following area:

a) The geographical area in Canada enclosed by the United States-Canada border, the meridian 71°W; and the line beginning at the intersection of 72°W and the United States-Canada border, thence running North along meridian 72°W to the intersection of 45°45'N, thence running East along 45°45'N to the meridian 71°W, and

b) the geographical area in the United States enclosed by the United States border, the meridian 71°W; and the line beginning at the intersection of 44°25'N, 71°W, thence running by great circle arc to the intersection of 45°N, 70°W, thence North along meridian 70°W to the intersection of 45°45'N, thence running West along 45°45'N to the intersection of the United States - Canada border.

The Agencies will channel and use the bands for assignments with 16 kHz or less necessary bandwidth on center frequencies spaced 25 kHz apart. The FCC will assign frequencies from 808.2625 to 809.7375 MHz 817.2625 to 818.7375 MHz, 853.2625 to 854.7375 MHz and 862.2625 to 863.7375 MHz inclusive.

The DOC will assign frequencies from 808.2750 to 809.7250 MHz, 817.2750 to 818.7250 MHz, 853.2750 to 854.7250 MHz and 862.2750 to 863.7250 MHz inclusive.

Note: see Figure 3

5. Use of the 821-851 MHz and 866-890 MHz Bands

Considering the uncertainties, at the date of this arrangement, concerning the use and extent of mobile systems in the cellular and reserved portions of the bands 821 to 851 MHz and 866 to 890 MHz in both countries and concerning the specific evolvement of mobile systems in these bands, as well as the probable timing and location of such evolution, Canada and the United States reserve specification of sharing methodology, including that for the possible introduction of a mobile satellite system, for future discussion which may be held at the request of either Agency.

Figure 3

CANADA/UNITED STATES SHARING ARRANGEMENT: 806-821 MHz AND 851-866 MHz BANDS: BAND OVERLAP COORDINATION

Frequency Assignments To Be Coordinated (MHz)
(25 kHz Channel Spacing)

CANADA	UNITED STATES
806.2750 - 811.2250	806.2625 - 811.2375
815.7750 - 818.7250	815.7625 - 818.7375
853.2750 - 856.2250	853.2625 - 856.2375
860.7750 - 863.7250	860.7625 - 863.7375

OVERLAP BANDS

806.2500 - 811.2500
815.7500 - 818.7500
853.2500 - 856.2500
860.7500 - 863.7500

Frequency Assignments To Be Coordinated (MHz)
(25 kHz Channel Spacing)

CANADA	UNITED STATES
806.2750 - 809.7250	806.2625 - 809.7375
817.2750 - 818.7250	817.2625 - 818.7375
853.2750 - 854.7250	853.2625 - 854.7375
862.2750 - 863.7250	862.2625 - 863.7375

OVERLAP BANDS

806.2500 - 809.7500
817.2500 - 818.7500
853.2500 - 854.7500
862.2500 - 863.7500

TIAS 10645

In the case of evolvement of cellular systems in either country , the reliable service area of cells (defined for the purpose of this arrangement to be 35 dBuV/m at the cell perimeter) will not extend across the border. In any case where the interference contour of a cell (defined as 3 times the radius of the cell) would fall across the border, the responsible Agency will coordinate such cases with the other Agency prior to authorization.

The coordination procedure will be in accordance with the principle of equal access to the spectrum. The definition of reliable service area may be revised by mutual consent.

6. Protection of Television Reception

In order to provide protection to the reception in Canada of certain Canadian television stations from interference, the FCC agrees to withhold authorization of the operation of land mobile base stations in frequency bands and geographical areas listed in Annex B. The Agencies reserve the right to initiate further discussion on Annex B.

ANNEX A

Limits of Effective Radiated Power and Antenna Height

Effective Radiated Power (ERP) is defined as the product of the power supplied to the antenna and its gain relative to a half-wave dipole in a given direction.

For base stations in the Protection Zones and Sharing Zones I and III, Table A1 lists the limits of Effective Radiated Power (ERP) corresponding to the Effective Antenna Height (EAH) ranges shown. In this case, Effective Antenna Height is calculated by subtracting the Assumed Average Terrain Elevation given in Table A3 from the antenna height above mean sea level.

Effective Antenna Height (EAH)		ERP
Metres	Feet	Watts (Maximum)
0-152	0-500	500
153- 305	501-1000	125
306- 457	1001-1500	40
458- 609	1501-2000	20
610- 762	2001-2500	10
763- 914	2501-3000	10
915-1066	3001-3500	6
1067-1219	3501-4000	5
Above 1219	Above 4000	5

Table A1: Limits of Effective Radiated Power (ERP) Corresponding to Effective Antenna Heights of Base Stations in the Protection Zones and Sharing Zones I and III.

For base stations in the Sharing Zone II, Table A2 lists the limits of Effective Radiated Power (ERP) corresponding to the antenna height above mean sea level ranges shown.

Antenna Height Above Mean Sea Level		ERP
Metres	Feet	Watts (Maximum)
0-503	0-1650	500
504- 609	1651-2000	350
610- 762	2001-2500	200
763- 914	2501-3000	140
915-1066	3001-3500	100
1067-1219	3501-4000	75
1220-1371	4001-4500	70
1372-1523	4501-5000	65
Above 1523	Above 5000	5

Table A2: Limits of Effective Radiated Power (ERP) Corresponding to Antenna Heights Above Mean Sea Level of Base Stations in Sharing Zone II.

Table A3 lists the values of Assumed Average Terrain Elevations (A.A.T.E.) within the Sharing and Protection Zones on both sides of the United States-Canada border.

E.A.H. = Antenna Height Above Mean Sea Level - A.A.T.E.

Longitude (Ø) (°West)	Latitude (θ) (°North)	Assumed Average Terrain Elevations			
		United States		Canada	
		feet	metres	feet	metres
65 ≤ Ø < 69	θ < 45	0	0	0	0
"	45 ≤ θ < 46	300	91	300	91
"	θ ≥ 46	1000	305	1000	305
69 ≤ Ø < 73	all	2000	609	1000	305
73 ≤ Ø < 74	"	500	152	500	152
74 ≤ Ø < 78	"	250	76	250	76
78 ≤ Ø < 80	θ < 43	250	76	250	76
"	θ ≥ 43	500	152	500	152
80 ≤ Ø < 90	all	600	183	600	183
90 ≤ Ø < 98	"	1000	305	1000	305
98 ≤ Ø < 102	"	1500	457	1500	457
102 ≤ Ø < 108	"	2500	762	2500	762
108 ≤ Ø < 111	"	3500	1066	3500	1066
111 ≤ Ø < 113	"	4000	1219	3500	1066
113 ≤ Ø < 114	"	5000	1524	4000	1219
114 ≤ Ø < 121.5	"	3000	914	3000	914
121.5 ≤ Ø < 127	"	0	0	0	0
↑	54 ≤ θ < 56	0	0	0	0
	56 ≤ θ < 58	500	152	1500	457
Ø ≥ 127	58 ≤ θ < 60	0	0	2000	609
(Alaska - British	60 ≤ θ < 62	4000	1219	2500	762
Columbia/Yukon	62 ≤ θ < 64	1600	488	1600	488
Territory Border)	64 ≤ θ < 66	1000	305	2000	609
	66 ≤ θ < 68	750	228	750	228
↓	68 ≤ θ < 69.5	1500	457	500	152
	θ ≥ 69.5	0	0	0	0

Table A3: Values of Assumed Average Terrain Elevation within the Sharing and Protection Zones on Both Sides of the United States-Canada Border.

Figure A1

CANADA/UNITED STATES SHARING ARRANGEMENT:

806-821 MHz AND 851-866 MHz BANDS:

ASSUMED AVERAGE TERRAIN ELEVATIONS

MAP ILLUSTRATING ASSUMED AVERAGE TERRAIN ELEVATIONS DEFINED IN TABLE A3 FOR USE IN DETERMINING EFFECTIVE ANTENNA HEIGHT IN CONJUNCTION WITH POWER / HEIGHT EQUIVALENCE TABLES A1 AND A2.

I.E.
EFFECTIVE ANTENNA HEIGHT = ACTUAL ANTENNA HEIGHT (AMSL)
MINUS ASSUMED AVERAGE TERRAIN ELEVATION FOR ANTENNA SITE

ANNEX B

The FCC will withold authorization of land mobile base stations in the frequency bands and in the geographical areas listed below:

Frequency Bands	Areas
852-856.25 MHz	Between 42°30'N and 43°30'N and within 10 km of the border, and West of 82°W.
852-853.25 MHz	Between 43° and 43°20'N and within 10 km of the border, and East of 80°W.
864-866 MHz	Between 42°55'N and 43°20'N and within 15 km of the border, and East of 81°W.
851-852 MHz	Between 74°20'W and 72°55'W and within 10 km of the border.
852-853.25 MHz	Between 75°20'W and 74°05'W and within 10 km of the border.
864-866 MHz	Between 75°30'W and 74°55'W and within 10 km of the border.
851-852 MHz	Between 72°10'W and 71°25'W and within 10 km of the border.
852-854.75 MHz	Within 10 km of the border West of 121°55'W longitude and North of 48°25'N latitude, excluding the Alaska-British Columbia/Yukon Territory border.

[ANNEX II]

CANADIAN - USA TELEVISION AGREEMENT

TABLES OF ALLOTMENTS WITH OFFSET DESIGNATION

Revised to March 26, 1982

Offset Carrier Designators:-

— Zero offset frequency (underscored)

\+ Plus 10 kHz

\- Minus 10 kHz

ACCORD CANADO - AMÉRICAIN SUR LA TÉLÉVISION

TABLEAUX D'ALLOTISSEMENT AVEC DÉSIGNATION DU DÉCALAGE DE LA PORTEUSE

Mise à jour au 26 mars 1982

Désignation du décalage de la porteuse:-

— Décalage nul (souligné)

\+ 10 kHz au dessus de la porteuse

\- 10 kHz au dessous de la porteuse

Table A Tableau A

CANADA

ALBERTA

City Ville	Canal VHF Channel	Canal UHF Channel
Banff		34
Blairmore		15 31
Brooks		30- 47+
Burmis	3 5-	20 47
Calgary	2+ 4 9+	16 32 38 49 54
Cardston		22+
Claresholm		36
Coronation	10	41
Coutts Milk River	4-	24+
Drumheller	12	19 24 53
Etzikom	12+	31
Forestburgh		27-
Fort MacLeod		19+ 25
Hanna		25+
High River		44
Innisfail		42+
Lacombe		44-
Lethbridge	7 10- 13+	17 23+ 28 50
Lougheed	7-	16-
Medicine Hat	6- 8	21- 34+ 51
Olds		30+
Oyen	2-	23-
Pincher Creek		42
Pivot	4+	
Provost		18 35
Raymond		20-
Red Deer	6+ 8+	20 26 31-
Rocky Mountain House		19-
Rosemary	11	
Stettler		34-
Taber		15-
Vulcan		27

BRITISH COLUMBIA COLOMBIE-BRITANNIQUE

Armstrong		26-
Ashcroft		49+
Bonnington	13+	
Burns Lake	4+	
Campbell River	7- 11	14- 51
Canal Flats	12	
Cassiar	7	
Castlegar		41
Chilliwack	3	14+ 30 36 47+
Clinton	9+	
Comox		20+ 54+
Courtenay	9- L(1) 13	49
Cranbrook	3+ 10 13 L(2)	24 43 59+
Crawford Bay	5 L(3)	
Creston	3 L(4)	44+
Duncan		54

BRITISH COLUMBIA (cont'd) COLOMBIE-BRITANNIQUE (suite)

City Ville	Canal VHF Channel	Canal UHF Channel
Enderby		16 47 53
Fernie	8 L(5)	21+ 51+
Fort Fraser	6	
Fort St James		16
Golden	13	41+
Grand Forks		36-
Hope		38
Houston	2+	23
Kamloops	4+ 6+	22- 44 50+
Kelowna	2 5-	21 45 51 69+
Kimberley		27
Kinnaird		19
Kitimat		14 19
Lake Cowichan		48
Lillooet		23+
Merritt		41-
Nanaimo		23 50 60 69
Natal	11	
Nelson	3+ 9 L(6)	50-
Oliver	3+ 8	43+
Osoyoos		49-
Parksville		44-
Peachland		29-
Pemberton	4- L(7)	
Penticton	10 13	17 23
Port Alberni	3+	36+ 41
Port Hardy	6 8	15
Powell River		22 33 43-
Prince Rupert	6+ 7	15 20
Princeton		35+
Radium		28 52+
Revelstoke		43-
Rossland		52
Salmon Arm	9-	34+
Smithers	5+	15+
Sparwood		33
Spillimacheen		69
Squamish		55
Summerland		48+
Terrace	3 11	22 27
Trail	8+ 11	14
Vancouver	2+ 8+	15 L(8) 21- 26 32 42 52 58 63 L(9) 68 L(10)
Vanderhoof		18
Vernon	7- 12	24- 42+
Victoria	6 10+	29 40 46 66
Warfield		30
Whistler	13+	
Williams Lake		15
Woss Camp	12	

MANITOBA

City Ville	Canal VHF Channel	Canal UHF Channel
Alonsa		14 24+ 34 46
Altona		34+
Beausejour		23+
Birch River-Harte Mt	4- 10-	17 45+
Boissevain		29
Brandon	2- L(11) 4+ 5+	21+ 27 43
Carberry		49+
Carman		31
Dauphin-Baldy Mountain	6- 8 12-	15+ 18+ 26
Fairford	7-	40-
Fisher Branch	8- 10+	32 43-
Foxwarren	9 11	28+ 33 50
Gimli		19
Jackhead	5	23
Killarney		19+
Lac du Bonnet	4 5-	15+ 21 26- 39
Little Grand Rapids	9-	
Manigotagan		22
Matheson Island		18 29 41 47
McCreary	11-	
Melita	9+	48+
Minnedosa		17+
Morden-Winkler		50
Neepawa		39+
Oak Lake		32
Pembina Valley		18 28- 41- 47+
Pine Falls	11-	
Portage la Prairie		40 53+
Roblin		48-
Russel		22
Ste Rose du Lac	3+	38
Selkirk		17
Steinbach		45
Swan River		29-
Vassar		24+ 29 41+ 47- 53
Virden		35
Weat Hawk		22- 28 40+ 46
Winnipeg	3- 6- 7+ 9+ 13+	25+ 36 42 48 54 65

NEW BRUNSWICK NOUVEAU-BRUNSWICK

Allardville	3	51+
Bathurst		28+ 50-
Bon Accord	6-	43
Buctouche		49-
Campbellton	4- 7- 12	23- 35
Caraquet		20+ 54
Chatham	6	40
Chipman		24

NEW BRUNSWICK (cont'd) NOUVEAU-BRUNSWICK(suite)

City Ville	Canal VHF Channel	Canal UHF Channel
Dalhousie		55+
Dorchester		50+
Edmundston	4- 13+	26 36
Fredericton	5- L(12)	19 41+ 47- 53 59+
Grand Falls		49
McAdam		28- 51-
Milltown		32+
Moncton	2 7 11	16+ 27 33- 39 44+
Newcastle		34-
Oromocto		31-
Perth		30+
Richibucto		55-
Sackville		66
Saint John	4+ 9+	17 23+ 29 35+ 69+
St Andrews		26+
St Leonard		18
St Quentin		52+
St Stephen		20+
Salisbury		21
Shediac		62
Shippegan		43-
Sussex		57
Tracadie		30-
Woodstock	3+	50

NORTHWEST TERRITORIES TERRITOIRES DU NORD-OUEST

Fort McPherson	13	
Inuvik	6	

NOVA SCOTIA NOUVELLE-ECOSSE

Amherst		22 56
Annapolis Royal		49+
Antigonish	9	50
Bridgetown		15-
Bridgewater	9-	36
Caledonia	6+	21+ 42+
Canning	10	
Digby		18+ 52- 58
Halifax	3 5 13 L(13)	20- 26 32 38+ 43- 48+ 54
Kentville		30
Liverpool	12	31+
Lunenburg		60
Middleton	8-	46

NOVA SCOTIA(cont'd) NOUVELLE-ECOSSE(suite)

City Ville	Canal VHF Channel	Canal UHF Channel
New Glasgow	4-	15 34+ 47+
Parrsboro		28
Pictou		68
Sheet Harbour	11+	29+
Shelburne	7+ L(14)	28+
Springhill		61
Tatamagouche		58+
Truro		18 55
Windsor		51
Yarmouth	3- 11-	40 45- 50-

ONTARIO

Armstrong	10	
Arnprior		20
Atikokan	7-	23+
Bancroft	2+ L(15)	
Barrie	3+	14 24- 33- 46- 55+
Barry's Bay		19+ 39
Belleville-Deseronto	6-	15- 35- 53+ 64+ 69
Blind River		18
Brantford		34+L(16)
Brockville		45+
Chapleau	7+ 13+	33
Chatham		16- 48L(17) 59L(18)
Cobourg		66
Collingwood		42
Cornwall	8+ L(19)	31- 41+ 47 52- 63+
Deep River		52
Driftwood		22-
Dryden	4+ 6 9-	24
Elliot Lake	3 7- 12+	21+
Espanola		22-
Exeter		14+
Forest		34-
Fort Frances	5	15 25
Gananoque		28-
Geraldton	7- 13+	
Goderich		39+
Gogama		23 29-
Golden Lake		41- 47-
Guelph		30- 36+
Haliburton	5 L(20)	
Hamilton	11+	65
Hanover		50
Hearst	4- 5+ 7	
Huntsville	8+ L(21) 11-	

ONTARIO (cont'd) (suite)

City Ville	Canal VHF Channel	Canal UHF Channel
Kapuskasing	2+ 10 12	19+ 41+
Kenora	2+ 8 13+ L(22)	16 38+
Kingston	11-	19 32- 38 48 58
Kirkland Lake-Kearns	2 11	
Kitchener	13+	28L(23) 52+ 61-L(24)
London	10	18L(25) 40 53L(26) 69+
Manitoulin		16+
Manitouwadge	8+	15 20-
Marathon	11-	
Mattawa		26 48
Maynooth		51+
McArthur's Mills		33-
Midland		51
Niagara Falls		39 55
Nipigon		16 26
North Bay	4- 6+ 10-	32+ 45+ 50+
Opasatika		30+
Orillia		43
Oshawa		16+
Ottawa-Hull	4+ 6 9+ 13+	14- 24 30+ 40 49 60+ 65
Owen Sound		20-
Paris	6+	
Parry Sound		31-
Pembroke	5+	17-
Penetanguishene		34-
Peterborough	12+	18- 27 44 54
Pickle Lake	9	
Prescott		27+
Red Lake	7 10-	
Renfrew		22
St Catherines		60
St Thomas		64-
Sarnia-Oil Springs		17+ 29+L(27) 42-L(28) 51+L(29) 63+L(30) 68
Sault Ste Marie	2- 5	20 26- 38- 44 54+
Sioux Lookout	12+	
Smiths Falls		36
Stratford		44+
Sturgeon Falls	7	29+
Sudbury	5 9+ 13-	19 25- 30 35+ 41+ 47 52-
Temagami		15 44+
Thessalon		36
Thunder Bay	2 4- 9 12	14- 25- 30- 41-
Timmins	3- 6 7- 9-	26+ 48+ 54-
Tobermory		17- 26 43+
Toronto	5 L(31) 9	19- 25 41 47+ 57 63-L(32) 68+
Trenton		26-
Uxbridge		22+

ONTARIO(cont'd) (suite)

City Ville	Canal VHF Channel	Canal UHF Channel
Vermillion		14 20+
Wawa	9+	16 21- 27
Welland		20L(33)
White River	12-	
Wiarton	2-	
Windsor	9-	22-L(34) 26-L(35) 32+ 54L(36) 60-L(37)
Wingham	8-	45
Woodstock		31

PRINCE EDWARD ISLAND ILE-DU-PRINCE-EDOUARD

Charlottetown	8+ 13+	25 31 42 52+
Elmira	11-	
Souris		19+
St Edward-St Louis	4 9+	
Summerside		36+ 65

QUEBEC

Alma		16+ 32+ 48+
Asbestos		47-
Baie Comeau	7-	28 34+ 40+ 52
Baie St Paul		18+
Baie Trinite	12-	17
Bearn Fabre	3	18+ 27+
Buckingham		19+
Cabano		48-
Carleton	5 9-	15+
Chapeau	11+	23+ 35
Chicoutimi	2+ 6	24 35 40 58
Clermont		41
Coaticook		62-
Cowansville		65+
Dolbeau		51+
Donnaconna		25-
Dorchester County	6 L(38)	
Drummondville		36+ 53
Estcourt		23
Forestville		25
Gaspe	13-	
Gaspe Nord	5+	
Granby		27- 54 59+
Grand Fonds		31 54+

QUEBEC (cont'd) (suite)

City Ville	Canal VHF Channel	Canal UHF Channel
Grande Vallee	6-	
Hull (see Ottawa-Hull)		
Joliette		43
Jonquiere	12+	14- 19- 53-
Lac Etchemin		17+ 55+
Lac Megantic		66+
La Pocatiere		28
La Tuque	3- 9-	26+ 49-
Lithium Mines(see Val D'Or)		
Magog		30 68
Manicouagan	10	
Matane	6+	14+ 43+
Mont Climont	13	
Mont Joli		16- 27- 33- 39- 45-
Mont Laurier	3+	21- 27 54+
Mont St Michel		16+ 33+ 38+
Mont Tremblant	11	
Montmagny		57- 68+
Montreal	2 6+ 10 12	17 23 29 35+ 46 51- 56 62
Mt. Louis en Haut		19 29
Murdochville	10-	21+ 31+ 47
New Carliale		32- 45
Perce	2+	53-
Plessisville		29+
Quebec	2+ L(39) 4 5- 11+	15- 20 33 38 65-
Rapides des Joachims	8-	
Rimouski	3- 11-	22 51
Riviere au Renard	7	
Riviere du Loup	7+ 9+	29- 50- 59
Roberval	8+ 10	45-
Ste Adele		15
Ste Anne des Monts	8- L(40)	
Ste Marguerite-Marie	2-	
St Fabien de Panet	13 L(41)	
St Felicien		43+
St Georges-de-Beauce		19+
St Hyacinthe		48-
St Jean-Iberville		25
St Jerome	4	26
St Michel des Saints	7+	
St Pamphile	3+	
St Prosper		50+
St Rene de Matane		30 41-
Sept Ilea	3 9+ 11+ 13+	36+ 48+
Shawinigan		18- 66
Sherbrooke	7 9 L(42)	14+ 24+ 50 60
Sorel		19- 64 69-
Temiscaming	12-	22 28+ 40+ 53
Thetford Mines		21 32 42 52 61

QUEBEC (cont'd) (suite)

City Ville	Canal VHF Channel	Canal UHF Channel
Trois Pistoles		42+
Trois Rivieres	8 L(43) 13-	16- 28 39L(44) 45
Valleyfield		68+
Victoriaville		34- 58+ 63
Ville de la Baie	9	30+

SASKATCHEWAN

Assiniboia		23-
Bellegarde		26- 54+
Biggar		29+
Broadview		49-
Canora		32-
Carlyle Lake	7+	47-
Colgate	12	48
Cypress Hills	2+	
Davidson		14+ 54
Esterhazy		19 25 41
Estevan		33+
Eston		22+
Fort Qu'Appelle		27
Gravelbourg		39- 45+
Greenwater Lake	4	26+
Humboldt		22
Indian Head		21+
Kamsack		54-
Kindersley		54+
Maple Creek		16+
Marengo		15 26-
Melville		17-
Moose Jaw-Marquis	4- 7-	16 26 42
Moosomin		36+
Norquay	7- 13	46+
Oxbow		34+
Ponteix	3	22
Regina	2 9- 13-	18 24+ 29 46
Riverhurst	10-	25 43
Rosetown		40
St Brieux	7+	19-
Saskatoon	8+ 11 13	17 23 28 33
Shaunavon	7+	15+
Stranraer	3- 9	24-
Swift Current	5- 12-	30 36
Unity		27
Warmley	3-	
Watrous		36-

SASKATCHEWAN (cont'd) (suite)

City Ville	Canal VHF Channel	Canal UHF Channel
Weyburn		32+
Wilkie		16+
Willow Bunch	6- 10+	21
Wynyard	6 12+	41+
Yorkton	5- 10	14 34

YUKON

City Ville	Canal VHF Channel	Canal UHF Channel
Clinton Creek	8	22
Dawson	3 10	14 19
Elsa	9	15
Faro	8	15+
Keno Hill	13	20
Mayo	7	23
Watson Lake	8+	14-
Whitehorse	2+ 6	14 19

L(1) Limitation of 8.9 kW ERP, 147 metres EHAAT, with specified pattern to protect KCTS Seattle, Washington.

L(2) Limitation to protect KGVO-TV Missoula, Montana.

L(3) Limitation of 1 kW ERP and 31 metres EHAAT.

L(4) Limitetion of 790 watts ERP at 610 metres EHAAT.

L(5) Limitation to protect KPAX-TV Missoula, Montana.

L(6) Limitation of 1.37 kW ERP, 427 metres EHAAT to protect KCFW-TV Kalispell, Montana.

L(7) Limitation to protect KOMO-TV Seattle Washington.

L(8) Limited to 1 Megawatt at 305 metres EHAAT or the equivalent in the direction of channel 15+ Centralia, Washington allotment.

L(9) Limited to 1 Megawatt at 305 metres EHAAT or the equivalent in the direction of channel 64 Bellingham, Washington allotment.

L(10) Approved site: 49-21-12 N.L. 122-57-18 W.L.

L(11) Brandon site to be located no less than 274 km from co-channel assignment at Grand Forks, North Dakota with site coordinates 48-08-24 N.L. 97-59-38 W.L. and limited to 100 kW maximum ERP end 305 metres EHAAT, or the equivalent, in the general direction of Grand Forks North Dakota.

L(12) Limitation to protect WABI-TV Bangor, Maine

L(13) Limitation to protect WMED-TV Calais, Maine. Moreover, this channel shall not prejudice the future use of channel 13- at Calais, Maine.

L(1) PAR et HEASM limitées à 8.9 kW et 147 m, avec le diagramme prescrit pour protéger KCTS Seattle (Wash.)

L(2) Limitation pour protéger KGVO-TV Missoula (Mont.)

L(3) PAR et HEASM limitées à 1 kW et 31 m.

L(4) PAR et HEASM limitées à 790 W et 610 m.

L(5) Limitation pour protéger KPAX-TV Missoula (Mont.)

L(6) PAR et HEASM limitées à 1.37 kW et 427 m pour protéger KCFW-TV Kalispell (Mont.)

L(7) Limitation pour protéger KOMO-TV Seattle (Wash.)

L(8) PAR et HEASM limitées à 1 MW et 305 m ou l'équivalent dans la direction de l'allotissement du canal 15+ Centralia (Wash.)

L(9) PAR et HEASM limitées à 1 MW et 305 m ou à l'équivalent dans la direction de l'allotissement du canal 64 Bellingham (Wash.)

L(10) Emplacement approuvé: 49° 21' 12" de latitude nord, 122° 57' 18" de longitude ouest.

L(11) L'emplacement de Brandon ne doit pas être à moins de 274 km du canal commun assigné à Grand Forks (N.D.), à 48° 8' 24" de latitude nord et 97° 59' 38" de longitude ouest, avec une PAR et une HEASM limitées à 100 kW et 305 m ou l'équivalent dans la direction générale de Grand Forks (N.D.)

L(12) Limitation pour protéger WABI-TV Bangor (Maine)

L(13) Limitation pour protéger WMED-TV Calais (Me). De plus, ce canal ne doit pas nuire à l'exploitation future du canal 13 à Calais (Me).

L(14) Limitation of 14 dBk at 549 metres (or equivalent) to protect WVII-TV Bangor Maine.

L(15) Limitation to protect WGR-TV Buffalo, New York. Assignment to be located no less than 274 km from WGR-TV.

L(16) Short spaced allotment to be specially negotiated with the United States.

L(17) Approved site: 42-27-00 N.L. 82-05-00 W.L.

L(18) Approved site: 42-27-00 N.L. 82-05-00 W.L.

L(19) Assignment to be located not less than 274 km from WMTW-TV Portland Spring, Maine. Assignment ERP over sector encompassing the Northern and Southern limits of Lake Champlain not to exceed equivalent of 50 kW at 153 metres EHAAT.

L(20) Limitation of 310 watts maximum ERP and 100 watts equivalent nondirectional ERP with specified antenna pattern and 45 metres EHAAT. Also limitation to protect WPTZ North Pole, New York and WTVH Syracuse, New York.

L(21) Limitation to protect WROC-TV Rochester, N.Y.

L(22) Limitation to protect WIRT Hibbing, Minnesota.

L(23) Approved site: 43-15-35 N.L. 80-26-39 W.L.

L(24) Approved site: 43-27-00 N.L. 80-36-08 W.L. Short spaced allotment to be specially negotiated with the United States.

L(25) Approved site: 42-57-20 N.L. 81-21-20 W.L.

L(14) PAR et HEASM limitées à 14 dBk et 549 m (ou l'équivalent) pour protéger WVII-TV Bangor (Me.)

L(15) Limitation pour protéger WGR-TV Buffalo (N.Y.) L'assignation ne doit pas être à moins de 274 km de la station WGR-TV.

L(16) Allotissement à écart insuffisant qui doit faire l'objet de négociations particulière avec les Etats-Unis.

L(17) Emplacement approuvé: 42° 27' 00" de latitude nord, 82° 05' 00" de longitude ouest

L(18) Emplacement approuvé: 42° 27' 00" de latitude nord, 82° 05' 00" de longitude ouest.

L(19) L'assignation ne doit pas être à mois de 274 km de la station WMTW-TV Portland Spri (Me.) La PAR et la HEASM de l'assignation dans un secteur englobant les limites nord et sud du lac Champlain ne doivent pas dépasser 50 kW et 153 m ou l'équivalent.

L(20) PAR limitée à 310 W ou, dans le cas d'une antenne non directive, à 100 W ou l'équivalent, avec diagramme de rayonnement d'antenne prescrit et HEASM limitée à 45 m. Aussi, limitation pour protéger WPTZ North Pole (N.Y.) et WTVH Syracuse (N.Y.)

L(21) Limitation pour protéger WROC-TV Rochester (N.Y.)

L(22) Limitation pour protéger WIRT Hibbing (Min.)

L(23) Emplacement approuvé: 43° 15' 35" de latitude nord, 80° 26' 39" de longitude ouest.

L(24) Emplacement approuvé: 43° 27' 00" de latitude nord, 80° 36' 08" de longitude ouest. Un allotissement à faible espacement doit faire l'objet de négociations particulières avec les Etats-Unis.

L(25) Emplacement approuvé: 42° 57' 20" de latitude nord, 81° 21' 20" de longitude ouest.

L(26) Short spaced allotment to be specially negotiated with the United States.

L(27) Approved site: 42-43-21 N.L. 82-10-00 W.L.

L(28) Approved site: 42-42-53 N.L. 82-08-12 W.L.

L(29) Approved site: 42-42-53 N.L. 82-08-12 W.L.

L(30) Assignment to be located not less than 93 km from WTVS, channel 56, Detroit and 85 km from WGPR-TV, channel 62, Detroit, Michigan.

L(31) Limitation to protect WTVH Syracuse, New York

L(32) Approved site: 43-38-33 N.L. 79-23-15 W.L. Short spaced allotment to be specially negotiated with the United States.

L(33) Assignment to be located not less than 31 km from WNED-TV, channel 17, Buffelo, New York

L(34) Approved site: 42-08-00 N.L. 82-45-42 W.L.

L(35) Approved site: 42-17-42 N.L. 83-05-00 W.L.

L(36) Assignment to be located not less than 32 km from WGPR-TV, channel 62, Detroit, Michigan.

L(37) Assignment to be located not less than 32 km from WGPR-TV, channel 62, Detroit, Michigen, and 97 km from channel 46+, Port Huron, Michigan.

L(38) Limited to protect WCSH-TV Portlend, Maine.

L(26) Allotissement à faible espacement qui doit faire l'objet de négociations particulières avec les Etats-Unis.

L(27) Emplacement approuvé: 42° 43' 21" de latitude nord, 82° 10' 00" de longitude ouest.

L(28) Emplacement approuvé: 42° 42' 53" de latitude nord, 82° 08' 12" de longitude ouest.

L(29) Emplacement approuvé: 42° 42' 53" de latitude nord, 82° 08' 12" de longitude ouest.

L(30) L'assignation ne doit pas être à moins de 93 km de la station WTVS, canal 56, Detroit, ni à moins de 85 km de le station WGPR-TV, canal 62, Detroit (Mich.)

L(31) Limitation pour protéger WTVH Syracuse (N.Y.)

L(32) Emplacement approuvé: 43° 38' 33" de latitude nord, 79° 23' 15" de longitude ouest. Allotissement à écart insuffisant qui doit faire l'objet de négociations particulières avec les Etats-Unis.

L(33) L'assignation ne doit pas être à moins de 31 km de la station WNED-TV, canal 17, Buffalo (N.Y.)

L(34) Emplacement approuvé: 42° 08' 00" de latitude nord, 82° 45' 42" de longitude ouest.

L(35) Emplacement approuvé: 42° 17' 42" de latitude nord, 83° 05' 00" de longitude ouest.

L(36) L'assignation ne doit pas être à moins de 32 km de le station WGPR-TV, canal 62, Detroit (Mich.)

L(37) L'assignation ne doit pas être à moins de 32 km de la station WGPR-TV, canal 62, Detroit (Mich.), ni à moins de 97 km de la station de Port Huron (Mich.), canal 46+.

L(38) Limitetion pour protéger WCSH-TV Portland (Maine)

L(39) Site to be located no less than 274 km from WLBZ-TV Bangor, Maine.

L(40) Limitation of 100 kW and 457 metres EHAAT at site 49-08-06 N.L. 66-20-12 W.L. to protect WAGM-TV Presques Isle, Maine.

L(41) Limitation of 45 watts toward WMED-TV Calais, Maine and maximum effective radiated power of 1.114 kW at 25 and 240 degrees azimuth at 148 metres EHAAT. Moreover, this channel shall not prejudice the future use of 13- at Calais, Maine.

L(42) Limited to 5 kW ERP in the direction of co-channel station WMUR-TV Manchester, New Hampshire, with EHAAT 618 metres, or the equivalent, and specified directional antenna radiation pattern.

L(43) Limitation of 12.5 kW maximum ERP and 196 metres EHAAT.

L(44) Approved site: 46-29-27-N.L. 72-39-00 W.L.

L(39) L'emplacement de Québec ne doit pas être à moins de 274 km de WLBZ-TV Bangor (Me.)

L(40) PAR et HEASM limitées à 100 kW et 457 m à 49° 08' 06" de latitude nord et 66° 20' 12" de longitude ouest pour protéger WAGM-TV Presques Isle (Me.)

L(41) Puissance limitée à 45 W dans la direction de WMED-TV Calais (Me.) avec une PAR limitée à 1.114 kW à 25 et 240 degrés d'azimut, à une HEASM de 148 m. De plus, ce canal ne doit pas nuire à l'exploitation éventuelle du canal 13 à Calais (Me.)

L(42) PAR et HEASM limitées à 5 kW et 618 m ou l'équivalent dans la direction générale de WMUR-TV Manchester (N.H.) qui utilise le même canal et diagramme de rayonnement d'antenne directive prescrit.

L(43) PAR et HEASM limitées à 12.5 kW et 196 m.

L(44) Emplacement approuvé: 46° 29' 27" de latitude nord, 72° 39' 00" de longitude ouest.

TABLE B TABLEAU B

UNITED STATES ÉTATS-UNIS

City - Ville	Canal VHF Channel	Canal UHF Channel
	ALASKA	
Anchorage	2- 4 7- 11 13-	
Fairbanks	2+ 4+ 7+ 9+ 11+ 13+	
Juneau	3 8 10	
Ketchikan	2 4 9	
Seward	3- 9-	
Sitka	13	
	CONNECTICUT	
Bridgeport		43- 49-
Hartford	3+	18- 24 61+
New Britain		30+
New Haven	8+	59+ 65
New London		26+
Norwich		53
Waterbury		20
	IDAHO	
Coeur d'Alêne		26+
Grangeville		15-
Lewiston	3-	
Moscow	12-	
Sandpoint		16+
	ILLINOIS	
Aurora		60
Chicago	2- 5 7 9+ 11	20 26 32 38- 44
Danville		68
Joliet		14- 66+
Kankakee		54-
	INDIANA	
Anderson		67+
Angola		63
Bloomington	4	30- 63+
Elkhart		28+
Fort Wayne		15+ 33- 39- 55
Ft Wayne-Roanoke		21+
Gary-St. John		50
Gary		56+
Hammond		62+
Indianapolis	6 8- 13-	20- 40 59- 69

City - Ville	Canal VHF Channel	Canal UHF Channel
	INDIANA (Cont'd)	
Kokomo		29-
Lafayette		18 24
Madison		60+
Marion		23
Muncie		17+ 49
Richmond		43+
South Bend		16 22 34- 46
	KENTUCKY	
Ashland		25- 61+
Covington		54+
Morehead		38+
Owenton		52+
	MAINE	
Augusta	10-	
Bangor	2- 5+ 7-	
Calais	13-L(1)	
Fort Kent		46+
Fryeburg		18+
Houlton		25+
Kittery		34
Lewiston	8-	35-
Millinocket		44-
Orono	12-	
Portland	6- 13+	26- 51
Presque Isle	8 10+	
Rumford		43+
	MARYLAND	
Cumberland		52+ 65
Frederick		62
Hagerstown		25- 31
Oakland		36+
	MASSACHUSETTS	
Boston	2+ 4- 5- 7+	25+ 38 44+ 68+
Boston-Cambridge		56
Greenfield		32+
Middleton		62
New Bedford	6+	28- 47-
North Adams		19 35
Pittsfield		51+
Springfield		22 40 57+
Worcester		14 27 48+ 66

City - Ville	Canal VHF Channel	Canal UHF Channel
	MICHIGAN	
Alpena	6 11	
Ann Arbor		31+ 58+
Bad Axe		15-
Battle Creek		41+
Bay City	5-	19+ 61+
Cadillac	9	27
Calumet	5-	22-
Cheboygan	4+	
Detroit	2+ 4 7-	20+ 50- 56 62
East Lansing		23- 69-
Escanaba	3+	
Flint	12-	28- 66-
Grand Rapids	8+ 13+	17 35+
Iron Mountain	8-	*17+
Ironwood		15- 24+
Jackson		18+
Kalamazoo	3-	52+ 64
Lansing	6-	47 53-
Manistee		21
Manistique		15+
Marquette	6- 13	19
Mount Clemens		38+
Mount Pleasant		14
Muskegon		54+
Onondaga	10-	
Petoskey		23+
Port Huron		46+
Saginaw		25- 49-
Sault Ste. Marie	8 10+	32-
Traverse City	7+	29-
West Branch		24
	MINNESOTA	
Alexandria	7	24
Appleton	10-	
Bemidji	9	26+
Brainerd		22
Crookston		33
Duluth	3 8 10+	21+ 27-
Ely		17-
Hibbing	13-	18-
International Falls	11	35+
Minneapolis-St. Paul	2- 4 5- 9+ 11-	17 23+ 29+
St. Cloud		19 25- 41
Thief River Falls	10	
Wadena		20-
Walker	12-	
Willmar		14-

*Non commercial education station

City - Ville	Canal VHF Channel	Canal UHF Channel
	MONTANA	
Billings	2 8 11	14 20+
Bozeman	7- 9	
Butte	2- 4 6+	18 24
Cutbank		14-
Dillon		14+
Glendive	5+ 13+	16-
Great Falls	3+ 5+	16 26 32-
Hardin	4+	
Havre	9+ 11+	18-
Helena	10+ 12	15+
Joplin		35- 48 54-
Kalispell	9-	29-
Lewistown	13	
Miles City	3- 6 10	
Missoula	8- 11- 13-	17- 23-
Wolf Point		17+
	NEW HAMPSHIRE	
Berlin		40-
Concord		21+
Durham	11	
Hanover		15+
Hanover-Lebanon		31
Keene		52+
Littleton		49+
Manchester	9-	50- 60+
Portsmouth		17-
	NEW JERSEY	
Little Falls		50+
Newark	13-	68
New Brunswick		19- 47+ 58
Paterson		41-
	NEW YORK	
Albany	10- 13	
Amsterdam		39+ 55
Binghamton	12-	34 40- 46+
Buffalo	2 4- 7+	17 23 29- 49-
Corning		30
Elmira		18+ 36-
Glens Falls		58-
Ithaca		52 65+
Jamestown		26+ 46
Kingston		63
Lake Placid	5	34+

City - Ville	Canal VHF Channel	Canal UHF Channel
	NEW YORK (Cont'd)	
Massena-Norwood		18
Oneonta		15 42
Plattsburg		57
Poughkeepsie		54+
Rochester	8 10+ 13-	21 31+ 61+
Schenectady	6	17+ 23- 29+ 45
Syracuse	3- 5- 9-L(2)	24+ 43+ 62+
Utica	2-L(3)	20+ 33 59
Watertwon	7-	16 50+
	NORTH DAKOTA DAKOTA DU NORD	
Bismarck	3 5 12-	17- 26+
Devils Lake	8+	22+
Diokinson	2+ 7 9-	
Ellendale		19-
Fargo	6 11+ 13	15-
Grand Forks	2L(4)	14+ 27+
Jamestown	7-	23
Minot	6+ 10- 13-	14- 24
Pembina	12L(5)	
Valley City	4-	
Williston	4 8- 11-	15-
	OHIO	
Akron		23+ 49+ 55-
Alliance		45+
Ashtabula		15
Athens		20
Bowling Green		27+
Cambridge		44-
Canton		17- 67
Chillicothe		53
Cincinnati	5- 9 12	19+ 48- 64-
Cleveland	3 5+ 8	19 25+ 61
Columbus	4- 6+ 10+	28- 34 56-
Dayton	2 7+	22+ 45
Dayton-Kettering		*16+
Defiance		65+
Hillsboro		24+
Lima		35- 44+ 57+
Lorain		43-
Mansfield		47+ 68-
Newark		31- 51
Oxford		14+
Portsmouth		30 42-
Sandusky		52

*Non commercial educational channel

City - Ville	Canal VHF Channel	Canal UHF Channel
	OHIO (Cont'd)	
Springfield		26+ 66
Steubenville	9+	62+
Toledo	11- 13	24- 30+ 36-
Youngstown		21- 27 33 58
Zanesville		18-
	OREGON	
Astoria		21
Corvallis	7-	
La Grande	13+	16
Portland	2 6+ 8- 10 12	24+ 30 40-
Salem	3+	22 32
The Dalles		17-
	PENNSYLVANIA PENNSYLVANIE	
Allentown		39 69
Altoona	10-	23- 47 57+
Bethlehem		60-
Clearfield	3+	
Erie	12	24 35+ 54+ 66+
Greensburg		40+
Harrisburg		21+ 27- 33+
Hazleton		56
Johnstown	6 8-	19+ 28+
Lancaster	8+	
Lancaster-Lebnon		15+
Lebanon		59-
Pittsburgh	2- 4+ 11 13-	16 22 53+
Reading		51
Scranton		16- 22- 38+ 44- 64
State College		29+ 55+
Wilkes Barre		28
Williamsport		20-
York		43 49+
	RHODE ISLAND	
Providence	10+ 12+	16 36 64+
	SOUTH DAKOTA DAKOTA DU SUD	
Aberdeen	9-	16-
Lowry	11-	56 62+ 68-
	VERMONT	
Burlington	3	22+ 33-
Ruthland		28+
St. Johnsbury		20-
Windsor		41

City - Ville	Canal VHF Channel	Canal UHF Channel
	WASHINGTON	
Anacortes		24
Bellingham	12+	34 64
Centralia		15+
Everett		16-
Kennewick		42+
Pasco		19-
Pullman	10-	
Richland		25 31
Seattle	4 5+ 7 9	22+ 28+
Spokane	2- 4- 6- 7+	22 28-
Tacoma	11+ 13-	20 56 62
Vancouver		14 49-
Walla Walla		14-
Wenatchee		18+ 27
Yakima		23+ 29+ 35 47
	WEST VIRGINIA VIRGINIE-OCCIDENTALE	
Charleston	8+ 11+	23 29 49-
Clarksburg	12+	46-
Fairmont		66-
Huntington	3+ 13+	33+
Keyser		48+
Martinsburg		44
Morgantown		24-
Parkersburg		15- 39+ 57
Weirton		50+
Weston	5	
Wheeling	7	14 41
	WISCONSIN	
Appleton		32+
Colfax		28-
Eau Claire	13+	18
Green Bay	2+ 5+ 11+	26+ 38
Kenosha		55-
Manitowoc		16+
Milwaukee	4- 6 10+ 12	18- 24+ 30 36
Oshkosh		22+
Park Falls		36+
Racine		49+
Rhinelander	12+	
Suring		14-
Sheboygan		28
Superior	6+	40
Wausau	7- 9	20+ 33-

L(1) Limitation to protect CJBR-TV-1, Edmundston, N.B.

L(2) Limitation of 20 dBk at 305 m (1000 ft) EHAAT.

L(3) Limitation to protect CBFT Montreal, P.Q. signal at Canada-U.S.A. border.

L(4) Limited to 100 kW maximum ERP and 305 m (1000 feet) EHAAT, or the equivalent, in the general direction of Brandon, Manitoba.

L(5) Limitation of 25 dBk at 427 m (1400 feet) without prejudice to future location of Winnipeg Ch. 13 assignment.

L(1) Limitation pour protéger CJBR-TV-1, Edmundston (N.-B.).

L(2) Limitations: 20 dBk et 305 m (1000 pieds) HEASM.

L(3) Limitation pour protéger les signaux de CBFT, Montréal (Qué.), à la frontière canado-américaine.

L(4) Limitation de 100 kW de puissance rayonnée maximale et de 305 m (1000 pieds) HEASM ou l'équivalent, en direction générale de Brandon (Man.

L(5) Limitation de 25 dBk à 427 m (1400 pieds) sans nuire à la location future de l'assignation du canal 13 à Winnipeg.

French Text of the Canadian Note

Canadian Embassy Ambassade du Canada

WASHINGTON, le 26 février 1982

n° 77

Monsieur le Secrétaire d'Etat,

J'ai l'honneur de me référer à l'échange de notes datées des 23 avril et 23 juin 1952 entre le Canada et les Etats-Unis d'Amérique constituant un accord au sujet de l'attribution de canaux de télévision et aux discussions entre les représentants des organismes intéressés de nos deux Gouvernements en ce qui a trait à l'attribution du spectre radioélectrique dans la bande UHF. Nos représentants respectifs suggèrent les amendements suivants à l'accord ci-haut mentionné.

La bande de 806 à 890 MHz, laquelle comprend les canaux de télévision 70 à 83, ne sera plus utilisée pour la télédiffusion mais sera dorénavant attribuée au service de radiocommunications mobiles. Cette bande sera utilisée conformément aux termes de l'Arrangement entre le ministère des Communications et la Federal Communications Commission constituant l'Annexe I de cette note. A un moment opportun, cet Arrangement sera annexé à l'Accord relatif à la "Coordination et à l'utilisation des fréquences radiophoniques de plus de trente mégacycles par seconde" tel qu'amendé le 24 juin 1965.

L'allotissement des canaux de télévision dans un corridor de 250 milles (402 km) de chaque côté de la frontière entre le Canada et les Etats-Unis sera conforme aux Tableaux A et B constituant l'Annexe

L'honorable Alexander M. Haig, Jr.,
Secrétaire d'Etat,
Washington, D.C. 20520

II de cette note. Ces Tableaux peuvent être modifiés périodiquement par échange de documents directement entre la Federal Communications Commission et le ministère des Communications tel que prévu au paragraphe H de l'Accord canado-américain sur la télévision de 1952.

Reconnaissant la présence de cinq stations de télévision présentement en service dans le sud de l'Ontario et en Colombie-Britannique dans la bande de 806 à 890 MHz et compte tenu du fait que ces stations utilisent, conformément aux termes de l'Accord canado-américain sur la télévision de 1952, les canaux 78 (854-860 MHz) à Windsor, 76 (842-848 MHz) à Kitchener, 79 (860-866 MHz) à Toronto, 72 (818-824 MHz) à Enderby et 77 (848-854 MHz) à Radium/Hot Springs, les Etats-Unis s'engagent à protéger la réception de ces stations au Canada contre tout brouillage pouvant être causé par les services de radiocommunications utilisant la bande de 806 à 890 MHz. Le Canada s'engage, pour sa part, à assigner de nouvelles fréquences aux trois stations situées en Ontario le plus rapidement possible. Quant aux deux stations situées en Colombie-Britannique, de nouvelles fréquences leur seront assignées dès que leur présence pourra constituer un obstacle aux radiocommunications mobiles le long de la frontière.

Avant qu'on leur assigne une nouvelle fréquence, chacune des stations de télévision doit être protégée en fonction des critères suivants: le champ électrique d'un signal brouilleur d'une station mobile, au contour théorique B (dans les cas où le contour protégé s'étend au-delà de la frontière, la portion de la ligne frontière située à l'intérieur du contour sera

considérée comme constituant le contour B) ne doit pas dépasser 14 dBu pour les fréquences de même canal que celui utilisé par la station de télévision et ne doit pas dépasser 54 dBu dans les deux bandes de garde adjacentes de 6 Mhz. Le champ électrique du signal brouilleur doit être calculé en utilisant les courbes de propagation F (50,10) R6602 en prenant pour acquis une antenne réceptrice d'une hauteur effective de 9.1 mètres.

La présente met fin à l'Arrangement provisoire de coordination des stations de radiocommunications mobiles des Etats-Unis utilisant la bande de 806 MHz à 890 MHz près de la frontière entre le Canada et les Etats-Unis d'Amérique conclu le 13 janvier 1977.

A la demande de l'administration canadienne, les représentants des Etats-Unis et du Canada négocieront des amendements à l'arrangement apparaissant en annexe afin de permettre l'introduction d'un service mobile à satellite dans la bande de 806 à 890 MHz.

Si les propositions ci-dessus sont jugées acceptables par le Gouvernement des Etats-Unis, j'ai l'honneur de proposer que cette note, dont les versions française et anglaise font foi, et votre réponse à cet effet, constituent un accord entre nos deux Gouvernements, ledit accord entrant en vigueur à la date de votre réponse.

Agréez, Monsieur le Secrétaire d'Etat, les assurances renouvelées de ma très haute considération.

l'Ambassadeur,

Allan Gotlieb

TIAS 10645

78-500 O—92——6

ANNEXE I

Arrangement conclu entre
le ministère des Communications du Canada et
la "Federal Communications Commission" des États-Unis
concernant l'utilisation de la bande de 806 à 890 MHz
le long de la frontière canado-américaine

1. Portée

Le présent arrangement entre le ministère des Communications du Canada (MDC) et la "Federal Communications Commission" des États-Unis (FCC), ci-après appelés les Agences, traite de l'établissement et de l'exploitation des services radio mobiles terrestres dans la bande de 806 à 890 MHz, le long de la frontière canado-américaine.

L'exploitation des services mobiles maritimes et aéronautiques dans cette bande de fréquences n'est pas prévue par les dispositions de cet arrangement mais sera matière à discussion à la demande de l'une ou l'autre Agence avant leur introduction et en conformité avec le principe énoncé au paragraphe 2.

2. Principe général de partage

La bande de fréquences visée dans le présent arrangement, et toutes les sous-bandes qui la composent, seront partagées également le long de la frontière sauf dans les cas où des dispositions expresses prévoient le contraire.

3. Partage des bandes 806-821 MHz et 851-866 MHz

3.1 Les États-Unis ont, sans restrictions géographiques, l'usage des bandes de fréquences 806,0000 à 809,7500 MHz, 817,2500 à 821,0000 MHz, 851,0000 à 854,7500 MHz et 862,2500 à 866,0000 MHz, dans la partie des zones de partage située sur leur territoire sauf tel que prévu au paragraphe 4.

Le Canada a, sans restrictions géographiques, l'usage des bandes de fréquences 809,7500 à 817,2500 MHz et 854,7500 à 862,2500 MHz, dans la partie des zones de partage située sur son territoire sauf tel que prévu au paragraphe 4.

3.2 Trois zones de partage sont établies, à savoir:

a) La zone de partage I

Cette zone de partage couvre un corridor de 100 km de largeur, situé de chaque côté de la frontière canado-américaine à l'est de 121° 30'0. Les Agences peuvent y employer les bandes de fréquences qui leur sont alloties, sous réserve des limites de puissance apparente rayonnée et de la hauteur effective d'antenne données au tableau A1 de l'Annexe A.

b) La zone de partage II

Cette zone de partage couvre un corridor de 140 km de largeur, situé de chaque côté de la frontière canado-américaine, entre 121° 30' O et 127° O. Les Agences peuvent y employer les bandes de fréquences qui leur sont alloties, sous réserve des limites de puissance apparente rayonnée et de hauteur effective d'antenne données au tableau A2 de l'Annexe A.

c) La zone de partage III:

Cette zone de partage couvre un corridor de 100 km de largeur, situé de chaque côté de la frontière entre l'Alaska et la Colombie britannique et le territoire du Yukon. Les Agences peuvent y employer les bandes de fréquences qui leur sont allotties, sous réserve des limites de puissance apparente rayonnée et de la hauteur effective d'antenne données au tableau A1 de l'Annexe A.

3.3 Zone de protection

La zone de protection couvre un corridor de 40 km de largeur adjacent aux zones de partage I et III. Il n'y a pas de zone de protection adjacente à la zone de partage II.

3.4 Les deux Agences ont plein usage des bandes 806 à 821 MHz et 851 à 866 MHz à l'intérieur de la zone de protection située sur leur territoire respectif, à condition que la puissance apparente rayonnée et la hauteur effective d'antenne des stations de base n'excèdent pas les limites maximales données au tableau A1 de l'Annexe A.

Note: voir la Figure 1

3.5 Plan de répartition des voies à deux fréquences

A l'intérieur des zones de partage et de protection, les Agences doivent utiliser les fréquences conformément à un plan de répartition des voies à deux fréquences, les émetteurs des stations mobiles fonctionnant dans la bande 806 à 821 MHz et ceux des stations de base, dans la bande 851 à 866 MHz.

3.6 Utilisation des bandes 806-821 MHz et 851-866 MHz à l'extérieur des zones de partage et de protection

Au delà de 140 km de la frontière canado-américaine, les Agences ont l'usage de ces bandes sans restrictions.

4. Arrangements de partage particuliers

Conscientes des particularités démographiques de la région frontalière, les Agences conviennent de répartir inégalement le spectre entre le Canada et les États-Unis dans les deux secteurs suivants:

Figure 1

ARRANGEMENT CANADO-AMÉRICAIN DE PARTAGE

BANDES DE 806 À 821 MHz ET DE 851 À 866 MHz

REMARQUES:- TOUTES LES FRÉQUENCES SONT EN MÉGAHERTZ.

- LES ZONES DE PROTECTION ET LES ZONES DE PARTAGE I ET III SONT ASSUJETTIES AUX EXIGENCES ÉNONCÉES DANS LE TABLEAU A1 DE L'ANNEXE A.

- LA ZONE DE PARTAGE II EST ASSUJETTIE AUX EXIGENCES ÉNONCÉES DANS LE TABLEAU A2 DE L'ANNEXE A.

4.1 Secteur 1

Le secteur 1 comprend les parties de la zone de partage I du Canada et des États-Unis, qui sont délimitées, à l'ouest, par le 85e méridien ouest et, à l'est, par le 81e méridien ouest.

Dans ce secteur, les États-Unis ont, sans restrictions géographiques, l'usage des bandes 806,0000 à 811,2500 MHz, 815,7500 à 821,0000 MHz, 851,0000 à 856,2500 MHz et 860,7500 à 866,0000 MHz, tandis que le Canada a, sans restrictions géographiques, l'usage des bandes 811,2500 à 815,7500 MHz et 856,2500 et 860,7500 MHz.

Secteur 2

Le secteur 2 comprend les parties de la zone de partage I, aux États-Unis et au Canada, qui sont délimitées, à l'ouest, par le 81e méridien ouest et, à l'est par le 71e méridien ouest.

Dans ce secteur, les États-Unis ont, sans restrictions géographiques, l'usage des bandes 806,0000 à 808,2500 MHz, 818,7500 à 821,0000 MHz, 851,0000 à 853,2500 MHz et 863,7500 à 866,0000 MHz, tandis que le Canada a, sans restrictions géographiques, l'usage des bandes 808,2500 à 818,7500 MHz et 853,2500 à 863,7500 MHz.

Note: voir la Figure 2

4.2 Coordination voulue par des arrangements de partage particuliers

Lorsque des arrangements de partage particuliers entraînent un chevauchement des bandes exclusives des deux pays, les assignations de fréquence projetées dans la partie commune doivent être coordonnées par les deux Agences en conformité avec les procédures prévues à l' Arrangement A annexé à l'Accord relatif à la coordination et à l'utilisation des fréquences radiophoniques de plus de trente megacycles par seconde tel qu'amendé le 24 juin 1965.

4.2.1 Il faut coordonner les assignations de fréquence dans les bandes 808,2500 à 811,2500 MHz, 815,7500 à 818,7500 MHz, 853,2500 à 856,2500 MHz et 860,7500 MHz, dans les régions décrites ci-après:

a) dans la zone géographique du Canada comprise entre 81° O. et la frontière canado-américaine, et délimitée par l'arc d'un cercle de 100 km de rayon, dont le centre est à l'intersection du 81e méridien ouest et de la rive sud du lac Erié, tracé dans le sens des aiguilles d'une montre entre le point d'intersection nord de la circonférence et du 81e méridien ouest et la frontière canado-américaine, et

Figure 2
ARRANGEMENT CANADO-AMÉRICAIN DE PARTAGE
BANDES DE 806 À 821 MHz ET DE 851 À 866 MHz
ZONES DE PARTAGE ET DE PROTECTION
Les distances ne sont pas respectées sur cette carte.
* ZONE DE CHEVAUCHEMENT
Voir la figure 3
ALASKA
YUKON
ZONE DE PARTAGE II
ZONES DE PROTECTION
COLOMBIE-BRITANNIQUE
127°
122° 30'
ZONES DE PROTECTION
ZONE DE PARTAGE I
ZONE DE PARTAGE II
85°
81°
71°
SECTEUR 1
SECTEUR 2
71°
81°
85°

b) dans la zone géographique des États-Unis comprise entre 81° O. et la frontière canado-américaine, et délimitée par l'arc d'un cercle de 100 km de rayon, dont le centre est à l'intersection du 81e méridien ouest et de la rive nord du lac Erié, tracé dans le sens des aiguilles d'une montre entre le point d'intersection sud de la circonférence et du 81e méridien ouest et la frontière canado-américaine.

Les Agences doivent répartir les voies des bandes chevauchantes et de les utiliser pour des assignations dont la largeur de bande nécessaire n'excède pas 16 kHz et dont les fréquences centrales sont espacées de 25 kHz. La FCC effectuera les assignations de fréquences de 808,2625 à 811,2375 MHz, de 815,7625 à 818,7375 MHz, de 853,2625 à 856,2375 MHz et de 860,7625 à 863,7375 MHz inclusivement. Le MDC effectuera les assignations de fréquences de 808,2750 à 811,2250 MHz, de 815,7750 à 818,7250 MHz, de 853,2750 à 856,2250 MHz et de 860,7750 à 863,7250 MHz inclusivement.

4.2.2. Il faut coordonner les assignations de fréquences dans les bandes 808,2500 à 809,7500 MHz, 817,2500 à 818,7500 MHz, 853,2500 à 854,7500 MHz et 862,2500 à 863,7500 MHz, dans les régions décrites ci-après:

a) dans la zone géographique du Canada délimitée par la frontière canado-américaine, le 71e méridien ouest et la ligne qui, commençant à l'intersection de 72° O. et de la frontière canado-américaine, suit le 72° O. jusqu'à l'intersection du parallèle 45°45' nord et ensuite vers l'est le long du parallèle 45°45' nord jusqu'au 71e méridien ouest, et

b) la zone géographique des Etats-Unis délimitée par la frontière canado-américaine, le 71e méridien ouest et la ligne qui, commençant à l'intersection du parallèle 44°25' nord et du 71e méridien ouest effectue un arc de cercle jusqu'à l'intersection du 45 parallèle nord et du 70e méridien ouest, remonte ensuite vers le nord le long du 70° méridien ouest jusqu'à l'intersection du parallèle 45°45' nord, suit le parallèle 45°45' nord vers l'ouest jusqu'à la frontière canado-américaine.

Les Agences doivent répartir les voies des bandes chevauchantes et de les utiliser pour des assignations dont la largeur de bande nécessaire n'excède pas 16 kHz et dont les fréquences centrales sont espacées de 25 kHz. La FCC effectuera les assignations de fréquences de 808,2625 à 809,7375 MHz, de 817,2625 à 818,7375 MHz, de 853,2625 à 854,7375 MHz et de 862,2625 à 863,7375 MHz inclusivement. Le MDC effectuera les assignations de fréquences de 808,2750 à 809,7250 MHz, de 817,2750 à 818,7250 MHz, de 853,2750 à 854,7250 MHz et de 862,2750 à 863,7250 MHz inclusivement.

Note: voir la Figure 3.

Figure 3.

ARRANGEMENT CANADO-AMÉRICAIN DE PARTAGE

BANDES DE 806 À 821 MHz ET DE 851 À 866 MHz

COORDINATION DANS LES ZONES DE CHEVAUCHEMENT DES BANDES

5. Utilisation des bandes 821-851 MHz et 866-890 MHz

Etant donné qu'à la date de cet arrangement, on s'intérroge quant à l'utilisation et à l'expansion futures au Canada et aux Etats-Unis, des systèmes mobiles dans les bandes 821 à 851 Mhz et 866 à 890 Mhz qui sont réservées aux systèmes cellulaires et gardées en réserve pour usage ultérieur, et en ce qui concerne les caractéristiques du développement des systémes mobiles exploités dans ces bandes, le moment probable de l'essor de ces systèmes et leur emplacement éventuel, l'énoncé d'une méthode de partage, notamment d'une méthode régissant l'introduction possible d'un système mobile à satellite, fera l'objet de pourparlers ultérieurs qui seront engagés à la demande de l'une ou l'autre des Agences.

Au cas où des systèmes cellulaires seraient déployés dans l'un ou l'autre des deux pays, la zone de service fiable des cellules (définie aux fins du présent arrangement comme ayant un niveau de rayonnement de 35 dBuV/m au périmètre de la cellule) ne devra pas s'étendre au delà de la frontière. Lorsque le contour de brouillage d'une cellule (défini comme étant délimité par un rayon ayant 3 fois la valeur de rayon de la cellule) s'étend au delà de la frontière, l'Agence responsable doit coordonner avec l'autre Agence avant d'autoriser une telle opération. La procédure de coordination doit respecter le principe d'égal accès au spectre. La définition de la zone de service fiable peut être révisée d'un commun accord.

6. Protection de la réception des signaux de télévision.

Afin de protéger la réception au Canada de certaines stations de télévision canadiennes contre le brouillage, la FCC consent à ne pas autoriser l'exploitation de stations de base pour le service mobile terrestre dans les bandes de fréquences et les zone géographiques énumérées à l'Annexe B. Les Agences se réservent le droit d'entamer des discussions complémentaires au sujet de ladite Annexe.

ANNEXE A

Limites de puissance apparente rayonnée et de hauteur effective de l'antenne

La puissance apparente rayonnée est le produit de la puissance fournie à l'antenne et de son gain par rapport à un dipôle demi-onde dans une direction donnée.

Le tableau A1 donne les limites de la puissance apparente rayonnée en fonction de la hauteur effective de l'antenne, pour les stations de base situées dans les zones de partage et de protection I et III. A cet effet, la hauteur effective de l'antenne est obtenue en soustrayant l'altitude moyenne présumée, donnée au tableau A3, de la hauteur de l'antenne au-dessus du niveau moyen de la mer.

Hauteur effective de l'antenne		Puissance apparente rayonnée
Mètres	Pieds	Watts (maximum)
0-152	0-500	500
153-305	501-1000	125
305-457	1001-1500	40
457-609	1501-2000	20
610-762	2001-2500	10
763-914	2501-3000	10
915-1066	3001-3500	6
1067-1219	3501-4000	5
Au-dessus de 1219	Au-dessus de 4000	5

Tableau A1: Limites de la puissance apparente rayonnée en fonction de la hauteur de l'antenne au-dessus du niveau moyen de la mer pour les stations de base situées dans les zones de partage et de protection I et III.

Le tablau A2 donne les limites de la puissance apparente rayonnée (PAR) en fonction de la hauteur de l'antenne au dessus du niveau moyen de la mer pour les stations de base situées dans la zone de partage II.

Hauteur de l'antenne au niveau moyen de la mer		PAR
Mètres	Pieds	Watts (Maximum)
0-503	0-1650	500
504- 609	1651-2000	350
610- 762	2001-2500	200
763- 914	2501-3000	140
915-1066	3001-3500	100
1067-1219	3501-4000	75
1220-1371	4001-4500	70
1372-1523	4501-5000	65
Au-dessus de 1523	Au-dessus de 5000	5

Tableau A2: Limites de la puissance apparente rayonnée (PAR) en fonction de la hauteur de l'antenne au dessus du niveau moyen de la mer pour les stations de base situées dans la zone de partage II.

Le tableau A3 donne les altitudes moyennes présumées dans les zones de partage et de protection, des deux côtés de la frontière canado-américaine.

Hauteur effective de l'antenne = Hauteur de l'antenne au-dessus du niveau moyen de la mer - altitude moyenne présumée

Longitude Ouest	Latitude Nord	Altitude moyenne présumée Etats-Unis Pieds	Etats-Unis Mètres	Canada Pieds	Canada Mètres
65 ≤ Ø < 69	θ < 45	0	0	0	0
"	45 ≤ θ < 46	300	91	300	91
"	θ ≥ 46	1000	305	1000	305
69 ≤ Ø < 73	all	2000	609	1000	305
73 ≤ Ø < 74	"	500	152	500	152
74 ≤ Ø < 78	"	250	76	250	76
78 ≤ Ø < 80	θ < 43	250	76	250	76
"	θ ≥ 43	500	152	500	152
80 ≤ Ø < 90	all	600	183	600	183
90 ≤ Ø < 98	"	1000	305	1000	305
98 ≤ Ø < 102	"	1500	457	1500	457
102 ≤ Ø < 108	"	2500	762	2500	762
108 ≤ Ø < 111	"	3500	1066	3500	1066
111 ≤ Ø < 113	"	4000	1219	3500	1066
113 ≤ Ø < 114	"	5000	1524	4000	1219
114 ≤ Ø < 121.5	"	3000	914	3000	914
121.5 ≤ Ø < 127	"	0	0	0	0
↑	54 ≤ θ < 56	0	0	0	0
	56 ≤ θ < 58	500	152	1500	457
Ø ≥ 127	58 ≤ θ < 60	0	0	2000	609
(frontière Alaska-	60 ≤ θ < 62	4000	1219	2500	762
Colombie-Britannique/	62 ≤ θ < 64	1600	488	1600	488
Territoires Yukon)	64 ≤ θ < 66	1000	305	2000	609
	66 ≤ θ < 68	750	228	750	228
↓	68 ≤ θ < 69.5	1500	457	500	152
	θ ≥ 69.5	0	0	0	0

Figure A1

ARRANGEMENT CANADO-AMÉRICAIN DE PARTAGE

BANDES DE 806 À 821 MHz ET DE 851 À 866 MHz

ALTITUDES MOYENNES PRÉSUMÉES

Cette représentation des altitudes moyennes présumées, indiquées au tableau A3, à utiliser pour déterminer la hauteur effective de l'antenne, conjointement avec les tableaux A1 et A2 qui donnent l'équivalence puissance/hauteur effective de l'antenne.

N.B.
La hauteur effective de l'antenne est égale à la hauteur réelle de l'antenne (AGL) moins l'altitude moyenne présumée de son emplacement

ANNEXE B

La FCC n'autorisera pas l'exploitation de stations mobiles terrestres de base dans les bandes de fréquences et les zones géographiques énumérées ci-après.

Bandes de fréquences	Zones
852 - 853,25 MHz	Entre 42° 30' N. et 43° 30' N. et en déça de 10 km de la frontière, à l'ouest de 82° 0.
852 - 853,23 MHz	Entre 43° N. et 43° 20' N. et en déça de 10 km de la frontière, à l'est de 80° 0.
864 - 866 MHz	Entre 42° 55' N. et 43° 20' N. et en déça de 15 km de la frontière, à l'est de 81° 0.
851 - 852 MHz	Entre 74° 20' 0. et 72° 55' 0. et en déça de 10 km de la frontière.
852 - 853,25 MHz	Entre 75° 20' 0. et 74° 5' 0. et en déça de 10 km de la frontière.
864 - 866 MHz	Entre 75° 30' 0. et 74° 55' 0. et en déça de 10 km de la frontière.
851 - 852 MHz	Entre 72° 10' 0. et 71° 25' 0. et en déça de 10 km de la frontière.
852 - 854,75 MHz	En déça de 10 km de la frontière, à l'ouest de 121° 55' 0 et au nord de 48° 25' N sauf le long de la frontière entre l'Alaska d'une part et la Colombie-Britannique et le Yukon d'autre part.

The Secretary of State to the Canadian Ambassador

April 7, 1982

Excellency:

I have the honor to acknowledge the receipt of your Note No. 77 dated February 26, 1982 with annexes attached.

In reply thereto, I am pleased to inform Your Excellency that the Government of the United States of America agrees that the proposal contained in Your Excellency's Note is acceptable and that this Note in reply constitutes a modification to the Agreement relating to the allocation of television channels, which will enter into force on the date of this reply.

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

For the Secretary of State:

John Todd Stewart

His Excellency

Allan E. Gotlieb,

Ambassador of Canada.

CANADA

Telecommunications: Radio Frequencies

Agreement modifying the agreement of October 24, 1962, as amended.
Effected by exchange of notes
Signed at Washington February 26 and April 7, 1982;
With arrangement;
Entered into force April 7, 1982.

The Canadian Ambassador to the Secretary of State

Canadian Embassy Ambassade du Canada

WASHINGTON, February 25, 1982.

No. 76

Sir,

I have the honour to refer to the exchange of Notes between Canada and the United States of America dated October 24, 1962 [1] concerning the Coordination and Use of Radio Frequencies Above 30 Megacycles Per Second and to the exchange of Notes of June 6 and 24, 1965 [2] amending the Technical Annex of the said Agreement.

During a series of discussions concerning the operation of fixed and mobile radio services along the border, the representatives of our two Governments have reached an understanding which is embodied in the "Arrangement between the Department of Communications of Canada and the National Telecommunications and Information Administration and the Federal Communications Commission of the United States concerning the Use of the 406.1 to 430 MHz Band in Canada/United States Border Areas" annexed to this Note.

This Arrangement should be annexed to the above-mentioned Agreement as Arrangement E. The Index to the Technical Annex should be modified in order to add, after item 33, a new item which would read as follows:

The Honourable Alexander M. Haig, Jr.,
Secretary of State,
Washington, D. C. 20520.

[1] TIAS 5205; 18 UST 2418.
[2] Should read "June 16 and 24, 1965." TIAS 5833; 16 UST 923.

Item	Frequency Bands MC/S	Authorized Coordination Agencies or Channels		Coordinating Agreements and Remarks
		U.S.	Canada	
33 bis	406.1-430	NTIA	DOC	Arrangement E

In view of the fact that the United States has not decided how the 421 to 430 MHz band will be shared between the Government and the non-Government users of the spectrum, it may be necessary, once this decision has been made, to change the coordination channel for stations in the fixed and mobile services operating in the band 421 to 430 MHz.

If the proposals outlined above are acceptable to the Government of the United States, I have the honour to propose that this Note, which is authentic in English and French, and your reply to that effect shall constitute an agreement between our two Governments which shall enter into force on the date of your reply. [1]

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

Allan Gotlieb [2]

Ambassador

[1] See p. 179.
[2] Allan Gotlieb.

ARRANGEMENT BETWEEN THE DEPARTMENT OF COMMUNICATIONS OF CANADA AND THE NATIONAL TELECOMMUNICATIONS AND INFORMATION ADMINISTRATION AND THE FEDERAL COMMUNICATIONS COMMISSION OF THE UNITED STATES CONCERNING THE USE OF THE 406.1 MHz to 430 MHz BAND IN CANADA - UNITED STATES BORDER AREAS.

1. General

1.1 This Arrangement between the Department of Communications of Canada and the National Telecommunications and Information Administration and the Federal Communications Commission of the United States, herein referred to as the Agencies, provides for the operation of Canadian Fixed and Mobile Services and United States Fixed and Mobile Services in the 406.1-430 MHz band and United States Radiolocation Service in the 420-430 MHz band. In accordance with the international Table of Frequency Allocations contained in the Final Acts of the World Administrative Radio Conference (Geneva, 1979), aeronautical mobile radio services are excluded from the band 406.1 to 430 MHz.

1.2 Section 6 of this Arrangement sets forth the conditions for the shared use of the 420-430 MHz band by the Fixed and Mobile Services in Canada (the Mobile Service being primary and Fixed Service being secondary in Canada) and the Radiolocation Service in the United States (the Radiolocation Service being primary in the United States).

1.3 The areas involved in this Arrangement concerning sharing by the Canadian and United States Fixed and Mobile Services are those set forth in sub-paragraph 2 (a) of Arrangement D of this Agreement; hereafter these areas are referred to in this Arrangement as the Coordination Zone.

1.4 For the purpose of coordinating assignments to stations in the Fixed and Mobile Services in the 406.1-430 MHz band with 25 kHz spacing between channels and 16 kHz necessary bandwidth, a minimum interstitial channel (12.5 kHz offset) selectivity of 25 dB will be assumed. The standard definition and method of measurement is defined in the United States Electronic Industries Association (EIA) specification RS-204 B, titled 'Adjacent Channel Selectivity and Desensitization', dated April 1980.

1.5 The coordination channel for this Arrangement is the Department of Communications in Canada and the National Telecommunications and Information Administration in the United States, in accordance with the procedures of Arrangement D of this Agreement.

2. Exceptions

2.1 It is recognized that in the band 406.1-420 MHz there are limited requirements for airborne operations. When the possibility exists that assignments outside of the normal Coordination Zone might result in harmful interference to the radio services of the other country due to their particular circumstances, i.e., aircraft altitude, power, etc., the assignment of the frequencies involved will, to the extent practicable, be subject to special coordination between the National Telecommunications and Information Administration and the Department of Communications.

2.2 The Amateur Service is excluded from the band 420-430 MHz in the Coordination Zone. Additionally, airborne operations associated with stations in the Fixed and Mobile Services are excluded from this band.

2.3 Stations in the Fixed and Mobile Services will not operate in the 420-430 MHz band within 250 km of the United States-Canada border in the state of Alaska or the Yukon Territory.

3. The Use of the 406.1 - 420 MHz Band by the Fixed and Mobile Services

3.1 Proposed frequency assignments in this band are subject to coordination between the Department of Communications and the National Telecommunications and Information Administration in accordance with the procedures of Arrangement D of this Agreement.

3.2 Except for the bands identified in paragraph 3.6, the frequencies identified in paragraph 3.7 and the band identified in paragraph 3.9, all existing frequency assignments in the two countries which are included in the lists appended to this Arrangement as Annex A (Canada) and Annex B [1] (United States) are accepted as coordinated by the Department of Communications and the National Telecommunication and Information Administration and have equal status under this Agreement.

3.3 The United States will channel and use the band for assignments with 16 kHz or less necessary bandwidth on center frequencies spaced 25 kHz apart, from 406.125 to 419.975 MHz inclusive. Canada will channel and use the band for assignments with 16 kHz or less necessary bandwidth on center frequencies spaced 25 kHz apart from 406.1125 to 419.9875 MHz inclusive.

3.4 The use of a necessary bandwidth greater than 16 kHz is discouraged but is permitted as an exception subject to coordination on a case by case basis in accordance with the procedures specified in Arrangement D of this Agreement.

3.5 Canada, within its Coordination Zone, agrees to protect the existing and future unrestricted geographic use in the United States of the bands 406.1875 - 406.4625 and 408.6875 - 408.9625 MHz. Coordination with Canada of assignments in the United States in these bands is not required.

3.6 Use of the bands 406.1875 - 406.4625 and 408.6875 - 408.9625 MHz by Canada within its Coordination Zone is to be coordinated on a case by case basis and must meet the terms of 3.5 above. It is understood that any such Canadian use of these bands will only be attempted as a last resort when a requirement cannot be met outside these bands. Any such coordinated radio system must be adjusted or removed if it causes interference to existing United States radio systems or is anticipated to cause interference to planned United States radio systems.

[1] Not printed herein. The annex is deposited in the archives of the Department of State where it is available for reference.

3.7 Canada, within its Coordination Zone, agrees to protect the existing and future unrestricted geographic use in the United States of the following center frequencies with 16 kHz or less necessary bandwidth (all MHz):

415.850	416.000	418.475
415.875	416.025	418.500
415.900	418.375	418.525
415.925	418.400	418.550
415.950	418.425	418.600
415.975	418.450	

Coordination with Canada of assignments in the United States on these frequencies is not required.

3.8 Canadian use of the above listed center frequencies within its Coordination Zone is to be coordinated on a case by case basis and must meet the terms of 3.7 above. It is understood that any such Canadian use of these frequencies will only be attempted as a last resort when a requirement cannot be met on other frequencies. Any such coordinated radio system must be adjusted or removed if it causes interference to existing United States radio systems or is anticipated to cause interference to planned United States radio systems.

3.9 With the exception of United States use of the frequency 409.625 MHz, the United States, within its Coordination Zone, agrees to protect the existing and future unrestricted geographic use in Canada of the band 409-410 MHz. Canadian use of the 409-410 MHz band is primarily for mobile stations paired with base stations in the 420-421 MHz band. Coordination with the United States of assignments in Canada in this band is not required. The protection of the existing and future unrestricted geographic use of the frequency 409.625 MHz in the United States is based on 16 kHz necessary bandwidth.

3.10 With the exception of the United States use of the frequency 409.625 MHz, other use of the 409-410 MHz band by the United States within its Coordination Zone is to be coordinated on a case by case basis and must meet the terms of 3.9 above. It is understood that any such United States use of the 409-410 MHz band within its Coordination Zone will only be attempted as a last resort when a requirement cannot be met outside the band. Any such coordinated radio system must be adjusted or removed if it causes interference to existing Canadian radio systems or is anticipated to cause interference to planned radio systems.

3.11 It is recognized that Canada and the United States have unrestricted geographic use of the bands and/or frequencies specified in 3.5, 3.7 and 3.9. When the possibility exists that assignments outside the Coordination Zone may result in harmful interference to the radio services of the other country, due to the particular characteristics of such assignments (e.g., antenna height, power, directive arrays, etc.), special coordination may be initiated by that Agency which does not have the unrestricted geographic use.

4.0 The Use of the 420-421 MHz Band by the Fixed and Mobile Services

4.1 The United States, within its Coordination Zone, agrees to protect the existing and future unrestricted geographic use in Canada of the band 420-421 MHz from Fixed and Mobile Services. Canadian use of the 420-421 MHz band is primarily for base stations paired with mobile stations in the 409-410 MHz band. Coordination with the United States of assignments in Canada in this band is not required, except as specified in 6.3.

4.2 United States use of the 420-421 MHz band within its Coordination Zone is to be coordinated on a case by case basis and must meet the terms of 4.1 above. It is understood that any such United States use of 420-421 MHz within its Coordination Zone will only be attempted as a last resort when a requirement cannot be met outside the band. Any such coordinated radio system must be adjusted or removed if it causes interference to existing Canadian radio systems or is anticipated to cause interference to planned radio systems.

4.3 It is recognized that Canada has unrestricted geographic use in Canada of the band 420-421 MHz, except as specified in Section 6. When the possibility exists that assignments in the Fixed and Mobile Services outside of the Coordination Zone in the United States might result in harmful interference to the radio services in Canada, due to the particular characteristics of the U.S. assignments (e.g., antenna height, power, directive arrays, etc.), the U.S. Agency may effect special coordination of the frequencies involved.

5. The Use of the 421-430 MHz Band by the Fixed and Mobile Services

5.1 Sharing of this band is carried out by the Agencies within the terms and conditions specified in this section. Figures 1, 2 and 3 represent the text of this section in chart and map form.

5.2 The 421.000-424.9875 MHz and 426.000-429.9875 MHz bands will be used for Fixed and Mobile Services systems which will operate on frequency pairs: one frequency from each band. Mobile systems will operate with the mobile receivers on the lower band and mobile transmitters on the upper band. The 424.9875-426.000 MHz band will also be utilized for Fixed and Mobile Service systems.

5.3 Except as provided in Paragraph 5.4 and Section 6, the 421-430 MHz band will be shared between the two countries as follows:

a) Canada will have unrestricted geographic use of the bands 421.000-423.000 MHz and 425.500-428.000 MHz.
b) The United States will have unrestricted geographic use of the bands 423.0125 - 425.4875 MHz and 428.0125 - 429.9875 MHz.

5.4 In recognition of demographic circumstances, the division of spectrum between Canada and the United States varies from the general sharing provisions of Paragraph 5.3 in the two sectors defined below:

a) Sector I is defined to be the portions of the Coordination Zone in the United States and Canada, bounded on the west by 85°W longitude and on the east by 81°W longitude. In this sector of

Figure I

CANADA/UNITED STATES SHARING ARRANGEMENT:

421-430 MHz BAND

NOTES: 1. ALL FREQUENCIES IN MEGAHERTZ.

2. ASSIGNMENTS IN ALASKA/YUKON-BRITISH COLUMBIA COORDINATION ZONE EXCLUDED. SEE SECTION 2.3

3. ASSIGNMENTS SUBJECT TO ANNEX C REQUIREMENTS.

4. OVERLAP AREA AT 85°W: FREQUENCY BANDS AFFECTED 422.1875-423.0000; 427.1875-428.0000 MHz.

5. OVERLAP AREA AT 81°W: FREQUENCY BANDS AFFECTED 422.1875-423.8000; 427.1875-428.8000 MHz.

6. OVERLAP AREA AT 71°W: FREQUENCY BANDS AFFECTED 423.0125-423.8000; 428.0125-428.8000 MHz.

Figure 2

CANADA/UNITED STATED SHARING ARRANGEMENT:

421-430 MHz BAND

COORDINATION ZONE

Not to Scale

Figure 3

CANADA/UNITED STATES SHARING ARRANGEMENT

421-430 MHz BAND:

BAND OVERLAP COORDINATION

AREAS IN WHICH COORDINATION IS REQUIRED

AREAS IN WHICH COORDINATION IS NOT REQUIRED

- - - US/CANADA BORDER

NOT TO SCALE

PERMITTED CENTRE FREQUENCIES (25 kHz SPACING)

CANADA 422.2125 - 422.9875 MHz U.S.: 422.200 - 422.975 MHz
427.2125 - 427.9875 MHz 427.200 - 427.975 MHz

PERMITTED CENTRE FREQUENCIES (25 kHz SPACING)

CANADA: 422.2125 - 423.7875 MHz U.S.: 422.200 - 423.775 MHz
427.2125 - 428.7875 MHz 427.200 - 428.775 MHz

PERMITTED CENTRE FREQUENCIES (25 kHz SPACING)

CANADA: 423.0375 - 423.7875 MHz U.S. 423.025 - 423.775 MHz
428.0375 - 428.7875 MHz 428.025 - 428.775 MHz

the Coordination Zone, the United States will have the unrestricted geographic use of the bands 422.1875 - 425.4875 MHz and 427.1875 - 429.9875 MHz; Canada will have the unrestricted geographic use of the bands 421.000 - 422.175 MHz, and 425.500 - 427.175 MHz.

b) Sector II is defined to be the portions of the Coordination Zone in the United States and Canada bounded on the West by 81°W longitude and on the East by 71°W longitude. In this sector of the Coordination Zone, the United States will have the unrestricted geographic use of the bands 423.8125 - 425.4875 MHz and 428.8125 - 429.9875 MHz; Canada will have the unrestricted geographic use of the bands 421.000 - 423.800 MHz and 425.500 - 428.800 MHz.

5.5 As a result of the special sharing arrangements of Paragraph 5.4, the overlap of frequency bands occurs in the following geographical areas:

5.5.1 The geographical area in Canada is enclosed by the United States-Canada border; the meridian 71°W; and the line beginning at the intersection of 72°20'W and the United States-Canada border, thence running north along the meridian 72°20'W to the intersection of 46°N, thence running east along 46°N to the meridian 71°W. Canada will channel and use the 423.0125 - 423.800 MHz and 428.0125 - 428.800 MHz bands for assignments with 16 kHz or less necessary bandwidth on center frequencies spaced 25 kHz apart from 423.0375 to 423.7875 MHz inclusive and 428.0375 to 428.7875 MHz inclusive.

The geographical area in the United States is enclosed by the United States - Canada border; the meridian 71°W; and the line beginning at the intersection of 44°13'N, 71°W, running by great circle arc to the intersection of 45°N and 69°40'W, thence north along the meridian 69°40'W, to the intersection of 46°N, thence running west along 46°N to the intersection of the United States - Canada border. The United States will channel and use the 423.0125 - 423.800 MHz and 428.0125 - 428.000 MHz bands for assignments with 16 kHz or less necessary bandwidth on center frequencies spaced 25 kHz apart from 423.025 to 423.775 MHz inclusive and 428.025 to 428.775 MHz inclusive.

Coordination of proposed frequency assignments in the bands 423.0125 - 423.800 MHz and 428.0125 - 428.800 MHz is required in two areas as follows:

(a) The geographical area in Canada is enclosed by the United States-Canada border; the meridian 71°W; and the line beginning at the intersection of 72°W and the United States-Canada border, thence running north along meridian 72°W to the intersection of 45°45'N, thence running along 45°45'N to the meridian 71°W.

(b) The geographical area in the United States is enclosed by the United States-Canada border; the meridian 71°W and the line beginning at the intersection of 44°25'N and 71°W, thence running by great circle arc to the intersection of 45°N and 70°W, thence north along meridian 70°W to the intersection of 45°45'N, thence running west along 45°45'N to the intersection of the United States - Canada border.

5.5.2 Within the land area in the United States enclosed by the line of 81°W longitude, the arc of a circle of 120 km radius centered at the intersection of 81°W longitude and the northern shore of Lake Erie and drawn clockwise from the southerly intersection with 81°W longitude to the westerly intersection with the United States-Canada border and the United States-Canada border, the United States will channel and use the bands 422.1875 - 423.800 MHz and 427.1875 - 428.800 MHz for assignments with 16 kHz or less necessary bandwidth on center frequencies spaced 25 kHz apart from 422.200 to 423.775 MHz inclusive and 427.200 to 428.775 MHz inclusive.

Within the land area in Canada enclosed by the line of 81°W longitude, the arc of a circle of 120 km radius centered at the intersection of 81°W longitude and the southern shore of Lake Erie drawn clockwise from the northerly intersection with 81°W longitude to the easterly intersection with the United States-Canada border, and the United States-Canada border, Canada will channel and use the bands 422.1875 - 423.800 MHz and 427.1875 - 428.800 MHz for assignments with 16 kHz or less necessary bandwidth on center frequencies spaced 25 kHz apart from 422.2125 to 423. 7875 MHz inclusive and 427.2125 to 428. 7875 MHz inclusive.

5.5.3 Within the land area in the United States enclosed by the line of 85°W longitude, the arc of a circle of 120 km radius centered at the intersection of 85°W longitude and the Ontario-Lake Superior shore, and drawn counter-clockwise from the southerly intersection with 85°W longitude to the easterly intersection with the United States - Canada border, and the United States - Canada border, the United States will channel and use the bands 422.1875 - 423.000 MHz and 427.1875 - 428.000 MHz for assignments with 16 kHz or less necessary bandwidth on center frequencies spaced 25 kHz apart from 422.200 to 422.975 MHz and 427.200 to 427.975 MHz inclusive.

Within the land area in Canada enclosed by the line of 85°W longitude, the arc of a circle of 120 km radius centered at the intersection of 85°W longitude and Michigan-Lake Superior shore, drawn counter-clockwise from the northerly intersection with 85°W longitude to the westerly intersection with the United States-Canada border, and the United States-Canada border, Canada will channel and use the bands 422.1875 - 423.000 MHz and 427.1875 - 428.000 MHz for assignments with 16 kHz or less necessary bandwidth on center frequencies spaced 25 kHz apart from 422.2125 to 422.9875 MHz inclusive and 427.2125 to 427.9875 MHz inclusive.

5.6 In order to minimize the need for coordination in the band 421-430 MHz, Effective Radiated Power (ERP) and Effective Antenna Height (EAH) guidelines have been established as provided in Annex C. If these ERP values are exceeded, within the corresponding EAH ranges, coordination is required in accordance with the procedures specified in Arrangement D of this Agreement.

6. Conditions for the Shared Use of the 420-430 MHz Band by the Canadian Fixed and Mobile Services with the United States Radiolocation Service

6.1 Existing United States fixed installation radars, with exception of the installation at Concrete, N.D. and those in Alaska, which will receive or cause harmful interference from or to fixed and mobile

operations in Canadian territory, will restrict their operational use to the 430-450 MHz band except during emergency periods when the United States reserves the right to operate all radiolocation devices on an unrestricted basis. The United States radar at Concrete, N.D. and Canadian fixed and mobile systems in the adjacent border area will be protected from interference by observation in Canada of fixed and mobile system power and height restrictions.

No use of this band by the Fixed and Mobile Services will be allowed to adversely impact the operation of the radar at Concrete, N.D. If the United States reports harmful interference to its radar at Concrete, N.D., which is caused by fixed or mobile operations in Canada, Canada will cooperate in the immediate identification and elimination of such harmful interference. Subsequently the United States will cooperate to attempt to reach a mutually satisfactory resolution of the problem.

6.2 The United States reserves the right, irrespective of other provisions of this Arrangement, to operate in the band 420-430 MHz radiolocation stations onboard fixed wing aircraft. However, the United States will minimize use of this band on flights when they are within possible interference range of fixed and mobile operations in major Canadian population areas. If Canada reports harmful interference to Canadian fixed or mobile operations which is caused by radiolocation transmissions from United States fixed wing aircraft, the United States will cooperate in resolution of such harmful interference to the maximum extent possible.

6.3 Proposed assignments for Canadian fixed and mobile systems which are not in accordance with the constraints specified for mutual compatibility with the radar at Concrete, N.D. and with radars aboard U.S. ships transiting the Strait of Juan de Fuca and Puget Sound and any other proposed assignment whose compatibility with these radiolocation units is in doubt, will be coordinated with the National Telecommunications and Information Administration.

6.4 Experimental research and development transmissions by fixed radiolocation systems in this band in the United States within 250 km of the United States-Canada border will be on a non-interference basis and with notification to Canada.

6.5 Except for operations on fixed wing aircraft, United States tactical and training radiolocation operations in the 420-430 MHz band will be on a non-interference basis.

6.6 Except for the state of Alaska, any future fixed installation radiolocation system proposed for United States operation within 250 km of the United States-Canada border which would normally operate in the 420-430 MHz band will be subject to prior coordination with Canada. The United States will confer with Canada concerning proposed modifications to the characteristics of current radiolocation systems or their replacements, if such modifications or replacements could impose further restrictions on Canadian operations in the Fixed and Mobile Services. In the event that radiolocation operations in the band 420-430 MHz, at Concrete, N.D. or on ships in the Strait of Juan de Fuca are terminated the United States will notify Canada, and the special arrangements herein will cease to apply in the affected Canadian area.

ANNEX C

Limits of Effective Radiated Power
and Effective Antenna Height
for the Band 421-430 MHz

Effective Radiated Power (ERP) is defined as the product of the power supplied to the antenna and its gain relative to a half-wave dipole in a given direction.

For base stations in the Coordination Zone, Table C1 lists the limits of ERP corresponding to the Effective Antenna Height (EAH) ranges shown. EAH is calculated by subtracting the Assumed Average Terrain Elevation (AATE) given in Table C2 from the antenna elevation above mean sea level.

Effective Antenna Height (EAH)		Maximum Effective Radiated Power (ERP) towards the border
Feet	Metres	Watts
up to 500	up to 152	250
501-1000	153- 305	150
1001-1500	306- 457	75
1501-2000	458- 609	40
2001-2500	610- 762	20
2501-3000	763- 914	15
3001-4000	915-1210	10
above 4000	above 1210	5

Table C1
Limits of ERP and EAH

Table C2 lists the values of Assumed Average Terrain Elevations (AATE) within the Coordination Zone on both sides of the United States-Canada Border.

Longitude (Ø) (°West)	Latitude (θ) (°North)	Assumed Average Terrain Elevations			
		United States		Canada	
		feet	metres	feet	metres
65 ≤ Ø < 69	θ < 45	0	0	0	0
"	45 < θ < 46	300	91	300	91
"	θ ≥ 46	1000	305	1000	305
69 ≤ Ø < 73	all	2000	609	1000	305
73 ≤ Ø < 74	"	500	152	500	152
74 ≤ Ø < 78	"	250	76	250	76
78 ≤ Ø < 80	θ < 43	500	152	500	152
"	θ ≥ 43	250	76	250	76
80 ≤ Ø < 90	all	600	183	600	183
90 ≤ Ø < 98	"	1000	305	1000	305
98 ≤ Ø < 102	"	1500	457	1500	457
102 ≤ Ø < 108	"	2500	762	2500	762
108 ≤ Ø < 111	"	3500	1066	3500	1066
111 ≤ Ø < 113	"	4000	1219	3500	1066
113 ≤ Ø < 114	"	5000	1524	4000	1219
114 ≤ Ø < 121.5	"	3000	914	3000	914
Ø ≥ 121.5	"	0	0	0	0

Table C2: Values of Assumed Average Terrain Elevation (AATE)

Figure C.I.

CANADA/UNITED STATES SHARING ARRANGEMENT:
421 - 430 MHz BAND;
ASSUMED AVERAGE TERRAIN ELEVATIONS

MAP ILLUSTRATING ASSUMED AVERAGE TERRAIN ELEVATIONS DEFINED IN TABLE C2 FOR USE IN DETERMINING EFFECTIVE ANTENNA HEIGHT IN CONJUNCTION WITH POWER/HEIGHT EQUIVALENCE TABLE C1

i.e.
EFFECTIVE ANTENNA HEIGHT = ACTUAL ANTENNA HEIGHT (AMSL)
MINUS ASSUMED AVERAGE TERRAIN ELEVATION FOR ANTENNA SITE

French Text of the Canadian Note

Canadian Embassy Ambassade du Canada

WASHINGTON, le 26 février 1982

n° 76

Monsieur le Secrétaire d'Etat,

J'ai l'honneur de me référer à l'échange de notes entre le Canada et les Etats-Unis d'Amérique, datées du 24 octobre 1962, relatif à la "Coordination et à l'utilisation des fréquences radiophoniques de plus de trente mégacycles par seconde" ainsi qu'à l'échange de notes datées des 16 et 24 juin 1965 amendant l'Annexe Technique dudit accord.

Au cours d'une série de discussions relatives aux radiocommunications dans les services fixes et mobiles le long de la frontière, les représentants de nos deux Gouvernements ont convenu d'une entente consacrée par l'"Arrangement entre le ministère des Communications du Canada et la National Telecommunications and Information Administration et la Federal Communications Commission des Etats-Unis concernant l'utilisation de la bande 406,1 à 430 MHz le long de la frontière canado-américaine"lequel est annexé à cette note.

Ce dernier doit être annexé à l'accord mentionné ci-haut et en constituer l'Arrangement E. Le Répertoire de l'Annexe Technique doit être modifié en ajoutant, après l'article 33, un nouvel article se lisant comme suit:

L'honorable Alexander M. Haig, Jr.,
Secrétaire d'Etat,
Washington, D.C. 20520

Article	Bande de fréquence MC/S	Organismes ou voies de coordination autorisés		Arrangements de coordination et notes
		E.-U.	Canada	
33 bis	406.1-430	NTIA	DOC	Arrangement E

Etant donné que l'on a pas encore pris de décision aux Etats-Unis concernant le partage de la bande de 421 à 430 MHz entre les utilisateurs gouvernementaux et non-gouvernementaux, il peut être nécessaire, une fois cette décision prise, de modifier les voies de coordination pour les stations de services fixes et mobiles utilisant cette bande.

Si les propositions ci-dessus sont jugées acceptables par le Gouvernement des Etats-Unis, j'ai l'honneur de proposer que cette note, dont les versions française et anglaise font foi, et votre réponse à cet effet, constituent un accord entre nos deux Gouvernements, ledit accord entrant en vigueur à la date de votre réponse.

Agréez, Monsieur le Secrétaire d'Etat, les assurances renouvelées de ma très haute considération.

l'Ambassadeur,

Allan Gotlieb

TIAS 10646

78-500 O—92——7

ARRANGEMENT CONCLU ENTRE LE MINISTERE DES COMMUNICATIONS DU CANADA, LA "NATIONAL TELECOMMUNICATIONS AND INFORMATION ADMINISTRATION" ET LA "FEDERAL COMMUNICATIONS COMMISSION" DES ETATS-UNIS CONCERNANT L'UTILISATION DE LA BANDE 406,1-430 MHz LE LONG DE LA FRONTIERE CANADO-AMERICAINE

1. Portée

1.1 Le présent Arrangement conclu entre le ministère des Communications du Canada, la "National Telecommunications and Information Administration" et la "Federal Communications Commission" des Etats-Unis, ci-après appelés les Agences, traite de l'exploitation des services radio fixes et mobiles du Canada et des Etats-Unis dans la bande 406,1-430 MHz, ainsi que des services de radiolocalisation des Etats-Unis dans la bande 420-430 MHz. Les services radio aéronautiques mobiles sont exclus de cette bande en conformité avec le Tableau d'attribution des fréquences contenu dans les Actes finals de la Conférence administrative mondiale des radiocommunications (Genève, 1979).

1.2 L'article 6 du présent Arrangement énonce les conditions de l'utilisation partagée de la bande 420-430 MHz par les services radio fixes et mobiles au Canada (considérés respectivement comme des services secondaires et primaires au Canada) et par le service de radiolocalisation aux Etats-Unis (qui est un service primaire dans ce pays).

1.3 Les régions qui feront l'objet d'un partage entre les services fixes et mobiles du Canada et des Etats-Unis sont indiquées au sous-alinéa 2 (a) de l'Arrangement D du présent Accord. L'expression "zone de coordination" sera ci-après utilisée pour désigner ces régions.

1.4 En vue de coordonner les assignations aux stations des services fixes et mobiles dans la bande 406,1-430 MHz dont les voies sont espacées de 25 kHz et dont la largeur de bande nécessaire n'excède pas 16 kHz, nous supposerons une sélectivité minimale de 25 dB de voie interstitielle (décalage de 12,5 kHz). La définition normale et la méthode de mesure sont exposées dans le cahier des charges RS-204 B de l'"Electronic Industries Association (EIA)" des Etats-Unis intitulé "Adjacent Channel Selectivity and Desensitization" d'avril 1980.

1.5 C'est le ministère des Communications du Canada et la "National Telecommunications and Information Administration" des Etats-Unis qui se chargeront d'assurer la coordination de l'Arrangement, conformément aux procédures établies à l'Arrangement D du présent Accord.

2. Exceptions

2.1 On reconnaît la nécessité d'utiliser de façon limitée la bande 406.1 - 420 MHz pour des opérations radio aéroportées. S'il y a possibilité que des assignations extérieures à la zone habituelle de coordination entraînent des brouillages nuisibles aux services radio de l'autre pays par suite de circonstances particulières: altitude de vol de l'aéronef, puissance de l'émetteur, etc., l'assignation des fréquences dont il s'agit fera, dans la mesure du possible, l'objet d'une coordination spéciale entre la "National Telecommunications and Information Administration" et le ministère des Communications.

2.2 Le service d'amateur n'a pas le droit d'utiliser la bande 420-430 MHz dans la zone de coordination. Les stations montées à bord d'aéronefs qui sont exploitées de concert avec des stations des services fixes et mobiles n'ont pas non plus le droit d'utiliser cette bande.

2.3 Dans la bande 420-430 MHz, les stations des services fixes et mobiles ne pourront pas être exploitées en deçà de 250 km de la frontière canado-américaine en Alaska et au Yukon.

3. Utilisation de la bande 406,1-420 MHz par les services fixes et mobiles

3.1 Les assignations de fréquences projetées dans cette bande devront être coordonnées par le ministère des Communications et la "National Telecommunications and Information Administration", conformément aux procédures de l'Arrangement D du présent Accord.

3.2 Exception faite des bandes indiquées à l'alinéa 3.6, des fréquences indiquées à l'alinéa 3.7 et de la bande indiquée à l'alinéa 3.9, toutes les assignations de fréquences qui sont en vigueur dans les deux pays et qui figurent aux Annexes A (Canada) et B (Etats-Unis) du présent Arrangement sont jugées comme ayant été coordonnées par le ministère des Communications et la "National Telecommunications and Information Administration" et ont le même statut en vertu du présent Accord.

3.3 Les Etats-Unis répartiront les voies de la bande et les utiliseront pour des assignations dont la largeur de bande nécessaire n'excède pas 16 kHz et dont les fréquences centrales sont espacées de 25 kHz, de 406,125 à 419,975 MHz inclusivement. Le Canada répartira les voies de la bande et les utilisera pour des assignations dont la largeur de bande n'excède pas 16 kHz et dont les fréquences centrales sont espacées de 25 kHz, de 406,1125 à 419,9875 MHz inclusivement.

3.4 Bien que nous incitions les exploitants à ne pas utiliser une largeur de bande nécessaire supérieure à 16 kHz, pareille largeur de bande peut être permise exceptionnellement pourvu que chaque cas fasse individuellement l'objet d'une coordination conformément aux procédures de l'Arrangement D du présent Accord.

3.5 Dans sa zone de coordination, le Canada convient de protéger les utilisations actuelles et futures, sans restrictions géographiques, des bandes 406,1875-406,4625 MHz et 408,6875-408,9625 MHz aux Etats-Unis. Il n'est pas nécessaire que les fréquences assignées dans ces bandes aux Etats-Unis soient coordonnées avec le Canada.

3.6 L'utilisation des bandes 406,1875-406,4625 MHz et 408,6875-408,9625 MHz par le Canada dans sa zone de coordination doit être coordonnée dans chaque cas et doit satisfaire aux conditions énoncées en 3.5 ci-dessus. Il est convenu que le Canada ne cherchera à utiliser ces bandes qu'en dernier ressort, c'est-à-dire lorsqu'il ne pourra utiliser d'autres bandes pour répondre à ses besoins. Le Canada apportera des rectifications ou mettra fin à l'exploitation de tout système radio coordonné si celui-ci cause du brouillage aux systèmes radio existants des Etats-Unis ou si l'on prévoit qu'il causera du brouillage aux systèmes radio prévus aux Etats-Unis.

3.7 Dans sa zone de coordination, le Canada convient de protéger les utilisations actuelles et futures faites aux Etats-Unis sans restrictions géographiques des fréquences centrales (MHz) suivantes dont la largeur de bande nécessaire n'excède pas 16 kHz:

415,850	416,000	418,475
415,875	416,025	418,500
415,900	418,375	418,525
415,925	418,400	418,550
415,950	418,425	418,600
415,975	418,450	

Il n'est pas nécessaire que les Etats-Unis coordonnent ces assignations de fréquences avec le Canada.

3.8 L'utilisation, dans la zone de coordination du Canada, des fréquences centrales énumérées ci-dessus doit faire l'objet d'une coordination individuelle et doit satisfaire aux conditions énoncées en 3.7 ci-dessus. Il est convenu que le Canada ne cherchera à utiliser ces fréquences qu'en dernier ressort, c'est-à-dire lorsqu'il ne pourra utiliser d'autres fréquences pour répondre à ses besoins. Le Canada apportera des rectifications ou mettra fin à l'exploitation de tout système radio coordonné si celui-ci cause du brouillage aux systèmes radio existants des Etats-Unis ou si l'on prévoit qu'il causera du brouillage aux systèmes radio prévus aux Etats-Unis.

3.9 Dans leur zone de coordination, exception faite de l'utilisation qu'ils font de la fréquence 409,625 MHz, les Etats-Unis conviennent de protéger les utilisations actuelles et futures faites sans restrictions géographiques au Canada de la bande 409-410 MHz. Au Canada, la bande 409-410 MHz sert principalement pour l'exploitation des stations mobiles associées à des stations de base dans la bande 420-421 MHz. Il n'est pas nécessaire que les assignations de fréquences faites par le Canada dans cette bande soient coordonnées avec les Etats-Unis. La protection des utilisations actuelles et futures faites sans restrictions géographiques de la fréquence 409,625 MHz aux Etats-Unis s'appuie sur une largeur de bande nécessaire de 16 kHz.

3.10 Exception faite de la fréquence 409,625 MHz, les autres utilisations que font les Etats-Unis de la bande 409-410 MHz dans leur zone de coordination doivent faire l'objet d'une coordination individuelle et satisfaire aux conditions énoncées en 3.9 ci-dessus. Il est convenu que les Etats-Unis, dans leur zone de coordination, ne chercheront à utiliser la bande 409-410 MHz qu'en dernier ressort, c'est-à-dire lorsqu'ils ne pourront utiliser d'autres bandes pour répondre à leurs besoins. Les Etats-Unis apporteront des rectifications ou mettront fin à l'exploitation de tout système radio coordonné si celui-ci cause du brouillage aux systèmes radio existants du Canada ou si l'on prévoit qu'il causera du brouillage aux systèmes radio prévus au Canada.

3.11 Il est convenu que le Canada et les Etats-Unis peuvent utiliser, sans restrictions géographiques, les bandes et les fréquences indiquées en 3.5, 3.7 et 3.9. S'il y a possibilité que des assignations extérieures à la zone de coordination entraînent des brouillages

nuisibles pour les services radio de l'autre pays par suite de caractéristiques particulières de telles assignations (hauteur de l'antenne, puissance, réseaux dirigés, etc.), une coordination spéciale pourra être entreprise par l'Agence qui ne bénéficie pas d'une utilisation de fréquences sans restrictions géographiques.

4.0 Utilisation de la bande 420-421 MHz par les services fixes et mobiles

4.1 Dans leur zone de cordination, les Etats-Unis conviennent de protéger les utilisations actuelles et futures de la bande 420-421 MHz faites sans restrictions géographiques par les services fixes et mobiles au Canada. Au Canada, la bande 420-421 MHz sert principalement à l'exploitation des stations de base associées à des stations mobiles dans la bande 409-410 MHz. Il n'est pas nécessaire que le Canada coordonne les assignations de fréquences dans cette bande avec les Etats-Unis, sauf dans les cas indiqués en 6.3.

4.2 L'utilisation de la bande 420-421 MHz par les Etats-Unis dans leur zone de coordination doit être coordonnée dans chaque cas et doit satisfaire aux conditions énoncées en 4.1 ci-dessus. Il est convenu que les Etats-Unis ne chercheront à utiliser ces bandes qu'en dernier ressort, c'est-à-dire lorsqu'ils ne pourront utiliser d'autres bandes pour répondre à leurs besoins. Les Etats-Unis apporteront des rectifications ou mettront fin à l'exploitation de tout système radio coordonné si celui-ci cause du brouillage aux systèmes radio existants du Canada ou si l'on prévoit qu'il causera du brouillage aux systèmes radio prévus du Canada.

4.3 Il est convenu que le Canada utilisera sans restrictions géographiques la bande 420-421 MHz, sauf dans les cas indiqués à l'article 6. S'il y a possibilité que des assignations aux services fixes et mobiles extérieures à la zone de coordination des Etats-Unis entraînent des brouillages nuisibles pour les services radio du Canada par suite de caractéristiques particulières des assignations aux services des Etats-Unis (hauteur de l'antenne, puissance, réseaux dirigés, etc.), l'Agence des Etats-Unis pourra effectuer une coordination spéciale concernant les fréquences en cause.

5.0 Utilisation de la bande 421,0-430,0 MHz par les services fixes et mobiles

5.1 Les Agences partagent ces bandes aux conditions précisées dans le présent article. Les Figures 1, 2 et 3 représentent les dispositions de cet article sous forme de diagrammes et de cartes.

5.2 Les bandes 421,000-424,9875 MHz et 426,000-429,9875 MHz seront utilisées par les systèmes fixes et mobiles exploités sur des paires de fréquences, l'une tirée de la première bande et l'autre de la seconde. Les récepteurs mobiles des systèmes mobiles fonctionneront dans la bande inférieure et les émetteurs mobiles dans la bande supérieure. On se servira aussi de la bande 424,9875-426,000 MHz pour l'exploitation des systèmes fixes et mobiles.

Figure 1

ARRANGEMENT CANADO-AMÉRICAIN DE PARTAGE

BANDE DE 421 À 430 MHz

REMARQUES : 1. TOUTES LES FRÉQUENCES SONT EN MÉGAHERTZ.

2. ASSIGNATIONS DE FRÉQUENCES DANS LA ZONE ALASKA-COLOMBIE-BRITANNIQUE / YUKON EXCLUES. VOIR LE PARAGRAPHE 2.3

3. LES ASSIGNATIONS DE FRÉQUENCES SONT ASSUJETTIES AUX EXIGENCES ÉNONCÉES À L'ANNEXE C.

4. ZONE DE CHEVAUCHEMENT À 85°O : BANDES DE FRÉQUENCES TOUCHÉES 422,1875 - 425,0000 ; 427,1875 - 428,0000 MHz.

5. ZONE DE CHEVAUCHEMENT À 81°O : BANDES DE FRÉQUENCES TOUCHÉES 422,875 - 423,8000 ; 427,1875-428,8000 MHz.

6. ZONE DE CHEVAUCHEMENT À 71°O : BANDES DE FRÉQUENCES TOUCHÉES 423,0125 - 423,8000 ; 428,0125 - 428,8000

Figure 2

ARRANGEMENT CANADO-AMÉRICAIN DE PARTAGE

BANDE DE 421 À 430 MHz

ZONE DE COORDINATION

Les distances ne sont pas respectées sur cette carte

TIAS 10646

Figure 3

ARRANGEMENT CANADO-AMÉRICAIN DE PARTAGE

BANDE DE 421 À 430 MHz

COORDINATION DANS LA ZONE DE CHEVAUCHEMENT DE LA BANDE

ZONES NÉCESSITANT UNE COORDINATION

ZONES NE NÉCESSITANT PAS DE COORDINATION

--- FRONTIÈRE CANADO-AMÉRICAINE

FRÉQUENCES MÉDIANES AUTORISÉES (ESPACEMENT DE 25 kHz ENTRE VOIES)

CANADA	422,2125 - 422,9875 MHz	E-U	422,200 - 422,975 MHz
	427,2125 - 427,9875 MHz		427,200 - 427,975 MHz

FRÉQUENCES MÉDIANES AUTORISÉES (ESPACEMENT DE 25 kHz ENTRE VOIES)

CANADA	422,2125 - 423,7875 MHz	E-U	422,200 - 423,775 MHz
	427,2125 - 428,7875 MHz		427,200 - 428,775 MHz

Les distances ne sont pas proportionnelles au relief

FRÉQUENCES MÉDIANES AUTORISÉES (ESPACEMENT DE 25 kHz ENTRE VOIES)

CANADA	423,0375 - 423,7875 MHz	E-U	423,025 - 423,775 MHz
	428,0375 - 428,7875 MHz		428,025 - 428,775 MHz

5.3 Exception faite des dispositions prévues à l'alinéa 5.4 et à l'article 6, la bande 421-430 MHz sera partagée entre les deux pays de la façon suivante:

a) le Canada pourra utiliser sans restrictions géographiques les bandes 421,000-423,000 MHz et 425,500-428,000 MHz.

b) Les Etats-Unis pourront utiliser sans restrictions géographiques les bandes 423,0125-425,4875 MHz et 428,0125-429,9875 MHz.

5.4 Conscients des particularités démographiques, le Canada et les Etats-Unis conviennent de déroger aux dispositions générales de partage du spectre de l'alinéa 5.3 en ce qui concerne les deux secteurs qui suivent:

a) le secteur I comprend les parties de la zone de coordination américaine et canadienne délimitées, à l'ouest, par le 85e méridien ouest et, à l'est, par le 81e méridien ouest. Dans ce secteur de la zone de coordination, les Etats-Unis peuvent utiliser, sans restrictions géographiques, les bandes 422,1875-425,4875 MHz et 427,1875-429,9875 MHz; le Canada peut utiliser, sans restrictions géographiques, les bandes 421,000-422,175 MHz et 425,500-427,175 MHz.

b) le secteur II comprend les parties de la zone de coordination américaine et canadienne délimitées,à l'ouest, par le 81e méridien ouest et, à l'est, par le 71e méridien ouest. Dans ce secteur de la zone de coordination, les Etats-Unis peuvent utiliser, sans restrictions géographiques, les bandes 423,8125-425,4875 MHz et 428,8125-429,9875 MHz; le Canada peut utiliser, sans restrictions géographiques, les bandes 421,000-423-800 MHz et 425,500-428,800 MHz.

5.5 Par suite des arrangements de partage particuliers indiqués à l'alinéa 5.4, il y aura chevauchement des bandes de fréquences dans les régions géographiques qui suivent.

5.5.1 La région géographique du Canada est délimitée par la frontière canado-américaine, le 71e méridien ouest et la ligne qui, commençant à l'intersection de 72°20'0. et de la frontière canado-américaine, suit le méridien 72°20'0. jusqu'à l'intersection du 46e parallèle nord et, de là, le 46°N. jusqu'au 71e méridien ouest. Le Canada répartira les voies des bandes 423,0125-423,800 MHz et 428,0125-428,800 MHz et les utilisera pour des assignations dont la largeur de bande nécessaire n'excède pas 16 kHz et dont les fréquences centrales sont espacées de 25 kHz, de 423,0375 à 423,7875 MHz inclusivement et de 428,0375 à 428,7875 MHz inclusivement.

La région géographique des Etats-Unis est délimitée par la frontière canado-américaine, le 71e méridien ouest et la ligne qui, commençant à l'intersection 44°13'N. et 71°0., suit l'arc de grand cercle jusqu'à l'intersection 45°N et 69°40'0., et de là, longe en direction nord le méridien 69°40' 0. jusqu'à l'intersection du 46e parallèle nord et, de là, longe en direction ouest le 46°N. jusqu'à l'intersection de la frontière canado-américaine. Les Etats-Unis répartiront les

les voies des bandes 423,0125-423,800 MHz et 428,0125-428,800 MHz et les utiliseront pour des assignations dont la largeur de bande nécessaire n'excède pas 16 kHz et dont les fréquences centrales sont espacées de 25 kHz, de 423,025 à 423,775 MHz inclusivement et de 428,025 à 428,775 MHz inclusivement.

Dans les deux régions, il faut coordonner les assignations de fréquences projetées dans les bandes 423-0125-423,800 MHz et 428,0125-428,800 MHz de la façon suivante:

a) La région géographique du Canada est délimitée par la frontière canado-américaine, le 71e méridien ouest et la ligne qui, commençant à l'intersection de 72° 0. et de la frontière canado-américaine, longe en direction nord le 72e méridien ouest jusqu'à l'intersection avec le parallèle 45° 45'N. et ensuite le parallèle 45°45'N. jusqu'à son intersection avec le méridien 71° 0.

b) La région géographique des Etats-Unis est délimitée par la frontière canado-américaine, le 71e méridien ouest et la ligne qui, commençant à l'intersection 44° 25'N. et 71°0., suit l'arc de grand cercle jusqu'à l'intersection 45° N. et 70° 0., puis longe en direction nord le 70e méridien ouest jusqu'à l'intersection 45°45' N., puis longe en direction ouest le 45°45'N. jusqu'à l'intersection avec la frontière canado-américaine.

5.5.2 Dans la zone terrestre des Etats-Unis délimitée par la ligne du 81e méridien ouest, l'arc d'un cercle de 120 km de rayon, dont le centre est à l'intersection du 81e méridien ouest et de la rive nord du lac Erié, tracé dans le sens des aiguilles d'une montre entre l'intersection sud avec le 81e méridien ouest et le point d'intersection ouest avec la frontière canado-américaine, et la frontière canado-américaine, les Etats-Unis répartiront les voies des bandes 422,1875-423,800 MHz et 427,1875-428,800 MHz, et les utiliseront pour des assignations dont la largeur de bande nécessaire n'excède pas 16 kHz et dont les fréquences centrales sont espacées de 25 kHz, de 422,200 à 423,775 MHz inclusivement et de 427,200 à 428,775 MHz inclusivement.

Dans la zone terrestre du Canada délimitée par la ligne du 81e méridien ouest, l'arc d'un cercle de 120 km de rayon, dont le centre est à l'intersection du 81e méridien ouest et de la rive sud du lac Erié, tracé dans le sens des aiguilles d'une montre entre l'intersection nord avec le 81e méridien ouest et le point d'intersection est avec la frontière canado-américaine, et la frontière canado-américaine, le Canada répartira les voies des bandes 422,1875-423,800 MHz et 427,1875-428,800 MHz et les utilisera pour des assignations dont la largeur de bande nécessaire n'excède pas 16 kHz et dont les fréquences centrales sont espacées de 25 kHz, de 422,2125 à 423,7875 MHz inclusivement et de 427,2125 à 428,7875 MHz inclusivement.

5.5.3 Dans la zone terrestre des Etats-Unis délimitée par la ligne du 85e méridien ouest, l'arc d'un cercle de 120 km de rayon, dont le

centre est à l'intersection du 85e méridien ouest et de la rive du lac Supérieur qui donne en Ontario, tracé dans le sens inverse des aiguilles d'une montre entre l'intersection sud avec le 85e méridien ouest et le point d'intersection est avec la frontière canado-américaine, et la frontière canado-américaine, les Etats-Unis répartiront les voies des bandes 422,1875-423,000 MHz et 427,1875-428,000 MHz, et les utiliseront pour des assignations dont la largeur de bande nécessaire n'excède pas 16 kHz et dont les fréquences centrales sont espacées de 25 kHz, de 422,200 à 422,975 MHz inclusivement et de 427,200 à 427,975 MHz inclusivement.

Dans la zone terrestre du Canada délimitée par la ligne du 85e méridien ouest, l'arc d'un cercle de 120 km de rayon, dont le centre est à l'intersection du 85e méridien ouest et de la rive du lac Supérieur qui donne au Michigan, tracé dans le sens inverse des aiguilles d'une montre entre l'intersection nord avec le 85e méridien ouest et le point d'intersection ouest avec la frontière canado-américaine, et la frontière canado-américaine, le Canada répartira les voies des bandes 422,1875-423,000 MHz et 427,1875-428-000 MHz, et les utilisera pour des assignations dont la largeur de bande nécessaire n'excède pas 16 kHz et dont les fréquences centrales sont espacées de 25 kHz, de 422,2125 à 422,9875 MHz inclusivement et de 427,2125 à 427,9875 MHz inclusivement.

5.6 En vue de réduire le plus possible le besoin de coordination dans la bande 421-430 MHz, des lignes directrices concernant la puissance apparente rayonnée (PAR) et la hauteur effective de l'antenne ont été établies à l'Annexe C. Si les PAR dépassent la norme par rapport aux hauteurs effectives d'antenne correspondantes, il faut établir une coordination conformément aux procédures de l'Arrangement D du présent Accord.

6. Conditions d'utilisation partagée de la bande 420-430 MHz entre les services fixes et mobiles du Canada et le service de radiolocalisation des Etats-Unis.

6.1 Exception faite de l'installation de Concrete (N.D.) et de celles de l'Alaska, qui pourront subir du brouillage nuisible provoqué par les exploitations fixes et mobiles en territoire canadien ou leur en causer, les installations radar fixes existantes aux Etats-Unis ne pourront utiliser que la bande 430-450 MHz, sauf pendant les situations d'urgence. Les Etats-Unis se réservent dans ces cas le droit d'exploiter sans restrictions toutes les stations de radiolocalisation. L'installation radar de Concrete (N.D.) et les systèmes fixes et mobiles du Canada exploités dans la région adjacente de la frontière seront protégés contre le brouillage par l'observation, au Canada, de restrictions de puissance et de hauteur d'antenne des systèmes fixes et mobiles. Toute utilisation de la bande 430-450 MHz par les services fixes et mobiles qui nuirait à l'exploitation de l'installation radar de Concrete (N.D.) est interdite. Si les Etats-Unis soulignaient la présence de brouillage

nuisible causé à leur installation radar de Concrete par des stations fixes ou mobiles du Canada, celui-ci s'engage à collaborer pour en identifier et éliminer les causes sans tarder. Par ailleurs, les Etats-Unis s'engagent à chercher par la suite une solution mutuellement satisfaisante au problème.

6.2 Quelles que soient les autres dispositions prévues au présent Arrangement, les Etats-Unis se réservent le droit d'exploiter, dans la bande 420-430 MHz, des stations de radiolocalisation montées à bord d'aéronefs à voilure fixe. Cependant, ils utiliseront le moins possible cette bande lorsque les aéronefs munis de telles stations survoleront des zones de brouillage possible des services fixes et mobiles des principales zones habitées du Canada. Si le Canada signale que des émissions de radiolocalisation provenant de stations montées à bord d'aéronefs à voilure fixe des Etats-Unis causent du brouillage à des stations fixes ou mobiles canadiennes, les Etats-Unis feront tout leur possible pour supprimer ce brouillage.

6.3 Les assignations projetées pour les systèmes fixes et mobiles canadiens qui ne respectent pas les contraintes relatives à la compatibilité mutuelle avec l'installation radar de Concrete (N.D.) et avec les installations radar montées à bord de navires américains qui franchissent les détroits Juan de Fuca et Puget Sound, ainsi que toute autre assignation projetée dont la compatibilité avec ces appareils de radiolocalisation peut être mise en doute feront l'objet d'une coordination avec la "National Telecommunications and Information Administration".

6.4 Les émissions de recherche expérimentale et de développement assurées par des systèmes de radiolocalisation dans cette bande aux Etats-Unis devront ne pas causer de brouillage et faire l'objet d'une notification au Canada si elles se font en deçà de 250 km de la frontière canado-américaine.

6.5 Exception faite des exploitations de stations montées à bord d'aéronefs à voilure fixe, les stations de radiolocalisation tactiques et de formation des Etats-Unis fonctionnant dans la bande 420-430 MHz devront ne pas causer de brouillage.

6.6 Sauf en Alaska, tout futur système fixe de radiolocalisation américain que l'on projette exploiter en deçà de 250 km de la frontière canado-américaine et qui devrait normalement être exploité dans la bande 420-430 MHz devra, avant d'être mis en service, faire l'objet d'une coordination avec le Canada. Les Etats-Unis consulteront le Canada concernant des modifications proposées aux caractéristiques des systèmes de radiolocalisation actuels ou leur remplacement, si ces modifications et remplacements peuvent se traduire par d'autres restrictions pour les services fixes et mobiles canadiens. Si l'exploitation de stations de radiolocalisation dans la bande 420-430 MHz à Concrede (N.D.) ou à bord de navires se trouvant dans le détroit Juan de Fuca prend fin, les Etats-Unis en aviseront le Canada et les arrangements particuliers indiqués dans le présent document cesseront de s'appliquer dans la région concernée du Canada.

ANNEXE C

Limites de puissance apparente rayonnée et de hauteur effective de l'antenne relatives à la bande de 421 à 430 MHz

La puissance apparente rayonnée est le produit de la puissance fournie à l'antenne et de son gain par rapport à un dipôle demi-onde dans une direction donnée.

Le tableau C1 donne les limites de la puissance apparente rayonnée en fonction de la hauteur effective de l'antenne, pour les stations de base situées dans la zone de coordination. A cet effet, la hauteur effective de l'antenne est obtenue en soustrayant l'altitude moyenne présumée, donnée au tableau C2, de la hauteur de l'antenne au-dessus du niveau moyen de la mer.

Hauteur effective de l'antenne		Puissance apparente rayonnée
Mètres	Pieds	Watts (maximum)
0-152	0-500	250
153-305	501-1000	150
306-457	1001-1500	75
458-609	1501-2000	40
610-762	2001-2500	20
763-914	2501-3000	15
915-1210	3001-4000	10
Au-dessus de 1210	Au-dessus de 4000	5

Tableau C1: Limites de la puissance apparente rayonnée en fonction de la hauteur effective de l'antenne au-dessus du niveau moyen de la mer pour les stations de base situées à l'ouest de 121° 30' 0.

Le tableau C2 donne les altitudes moyennes présumées dans la zone de coordination des deux côtés de la frontière canado-américaine.

Longitude (Ø) (°Ouest)	Latitude (θ) (°Nord)	Altitude moyenne présumée			
		États-Unis		Canada	
		Pieds	Mètres	Pieds	Mètres
65 Ø 69	θ < 45	0	0	0	0
≤ "	45 < θ < 46	300	91	300	91
"	θ ≥ 46	1000	305	1000	305
69 ≤ Ø 73	toutes	2000	609	1000	305
73 ≤ Ø 74	"	500	152	500	152
74 ≤ Ø 78	"	250	76	250	76
78 ≤ Ø 80	θ < 43	500	152	500	152
"	θ ≥ 43	250	76	250	76
80 ≤ Ø 90	toutes	600	183	600	183
90 ≤ Ø 98	"	1000	305	1000	305
98 ≤ Ø 102	"	1500	457	1500	457
102 ≤ Ø 108	"	2500	762	2500	762
108 ≤ Ø 111	"	3500	1066	3500	1066
111 ≤ Ø 113	"	4000	1219	3500	1066
113 ≤ Ø 114	"	5000	1524	4000	1219
114 ≤ Ø 121.5	"	3000	914	3000	914
Ø ≤ 121.5	"	0	0	0	0

Tableau C2: Altitudes moyennes présumées

Figure C.1.

ARRANGEMENT CANADO-AMÉRICAIN DE PARTAGE ;

BANDE DE 421 À 430 MHz ;

ALTITUDES MOYENNES PRÉSUMÉES

Cartes représentant les altitudes moyennes présumées, indiquées au tableau C2, à utiliser pour déterminer la hauteur effective de l'antenne conjointement avec le tableau C1 qui donne l'équivalence puissance / hauteur effective de l'antenne.

N.B.
La hauteur effective de l'antenne est égale à la hauteur réelle de l'antenne (ANNM) moins l'altitude moyenne présumée de son emplacement.

TIAS 10646

The Secretary of State to the Canadian Ambassador

April 7, 1982

Excellency:

I have the honor to acknowledge the receipt of your Note No. 76 dated February 26, 1982 with annex attached.

In reply thereto, I am pleased to inform Your Excellency that the Government of the United States of America agrees that the proposal contained in Your Excellency's Note is acceptable and that this Note in reply constitutes a modification to the Agreement concerning the Coordination and Use of Radio Frequencies Above 30 Megacycles Per Second, which will enter into force on the date of this reply.

Accept, Excellency the renewed assurances of my highest consideration.

For the Secretary of State:

John Todd Stewart

His Excellency

Allan E. Gotlieb,

Ambassador of Canada

TIAS 10646

SENEGAL

Agricultural Commodities

Agreement amending the agreement of May 16, 1980, as amended.
Effected by letter
Signed at Dakar July 14 and 16, 1982;
Entered into force July 16, 1982.

The American Ambassador to the Senegalese Minister of Finance and Economic Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

USAID/Senegal
American Embassy
B.P 49
Dakar, Senegal

July 14, 1982

H.E. Mr. Ousmane SECK
Minister of Finance &
Economic Affairs
Dakar

Our Ref: AID/FFP/82-120

Subject: PL-480 TITLE III AGREEMENT - AMENDMENT NO. 2

Excellency;

I have the honor to refer to the Agricultural Commodity Agreement and Memorandum of Understanding signed by Representatives of our two Governments on May 16, 1980 as amended December 23, 1980[1] and to propose that the Agreement and Memorandum of Understanding be further amended as follows:

AGREEMENT

PART II - PARTICULAR PROVISIONS

ITEM II - COMMODITY TABLE

Supply Period (U.S. Fiscal Year): 1982

Approximate Quantity (Metric Tons): 26,000 MT

Maximum Export Market Value (Million): Dols 7.0

Totals: 57,000 metric tons; U.S. Dols 21.0 million

ITEM III - USUAL MARKETING TABLE

Import Period (U.S. Fiscal Year): 1982

Usual Marketing Requirement (Metric Tons): 219,000 MT

[1] TIAS 10239; 33 UST 3385.

ITEM V - SELF HELP MEASURES

B. The Government of Senegal agrees to support with appropriate financial, technical, and managerial resources the following programs which are designed to improve services and facilities in the rural areas of Senegal. Those programs which are being implemented in cooperation with the U.S. Government will receive priority attention for receipt of GOS support.

The GOS will support through the appropriate Ministry for the following activities:

1. Ministry: SERST

- Decentralize agricultural research and construct research stations in selected areas.

Benchmarks

(a) Secure a decree establishing a new situation for decentralized agricultural research.

(b) Commence construction of six research stations at various locations.

- Establish production system research programs and national multi-disciplinary agricultural commodity research programs.

Benchmark

Start first production research system.

- Establish a macro economic unit in ISRA to carry out studies of the agricultural sector focusing on food grains and food security.

Benchmark

Establish the macro economic unit.

2. Ministry: Water & Forests

- Combat desertification by improving the management of ecological systems and by restoring ecosystems threatened by human activity or drought.

Benchmarks

(a) Complete planting of 75 km of trees on the coastal dunes.

(b) Extend local reforestation efforts, whether organized on a community basis or individually.

(c) Plant 50 hectares of test plots of income producing trees.

3. Ministry: Rural Development

- Construct small storage facilities at village level to store fartilizer, seed and farm tools.

Benchmark

Complete 50 cooperative level storage warehouses.

4. Ministry: Rural Development

Increase agriculture production and ensure a satisfactory rate of davelopment in the Senegal River Basin by the following:

- Construct perimeters with a view to raising two crops a year.

Benchmark

Rehabilitate 2 existing perimeters.

- Conduct studies to monitor environmental changes following construction of perimeters.

Benchmark

Begin the planning of environmental studies using existing Government of Senegal base line data, prepared for OMVS under a USAID-financed contract (1980).

ANNEX B - PROGRAM DESCRIPTION

ITEM III

A. Policy Studies, Project Description, and Evaluation Benchmarks

The three year 21 million dollar budget is revised as follows; additional program/project funding changes not to exceed 15% may be accomplished by side letter.

1. Agricultural Policy Studies	- ISRA	600
	- Princeton University	464
2. Local Cooperative Storage		3,964
3. Decentralization of Research		4,617
4. Rural Technical Schools		2,604
5. Reforestation & Dune Fixation		6,665
6. Development Fund for Rural/ Agricultural Activities		1,834
7. Program Management		249
Total		20,997 (A)

(A) Maximum possible funds available from the first and second tranches of the Title III Program are $ 13,997,000.

ITEM IV - IMPLEMENTATION PROCEDURES

A. General

1. The program will be implemented by the Government of Senegal under the overall coordination of a Senegal Management Commission consisting of representatives from the Ministry of Plan and Cooperation, the Ministry of Economic Affairs and Finance, the Ministry of Commerce, and USAID/Senegal.

TABLE B-1

The table is revised as follows:

	1st Yr	2nd Yr	3rd Yr	Total
Agricultural Policy Studies				1,064
- ISRA	25	330	245	
- Princeton University	-0-	136	328	
Local Cooperative Storage	644	2,075	1,245	3,964
Decentralization of Research	479	1,947	2,191	4,617
Rural Technical Schools-ENEA	1,241	960	-0-	2,201
-ENCR	403	-0-	-0-	403
Reforestation & Dune Fixation	1,428	1,665	3,572	6,665
Development Fund for Rural/ Agricultural Activities	-0-	691	1,143	1,834
Program Management	100	73	76	249
Total	4,320	7,877	8,800	20,997

MEMORANDUM OF UNDERSTANDING

ITEM II - FINANCIAL TERMS

(B) LOCAL CURRENCY OFFSET

Add the following sentence to the existing paragraph:

The USG will calculate the local currency generation requirement following the procedure mentioned in ITEM II-D; the GOS will acknowledge its receipt and acceptance of the calculation.

(C) DEPOSITS TO THE SPECIAL ACCOUNT

The paragraph is revised as follows:

Local currencies required to be generated from the sale of Title III commodities will be deposited within fourteen days of each individual sale. Such local currencies will not be allocated to pay other GOS expenses until full deposit requirements have been met. Full deposit of local currency to the Special Account equivalent to the dollar value of the commodities provided shall be accomplished within six months of the CCC disbursement (date of the on-board B/L). The GOS hereby notifies the USG that a "PL-480 Title III Special Account" has been opened with the Union Senegalaise de Banque (USB) Dakar to which the local currency generations will be deposited. Only the CPSP is authorized to make deposits to the Special Account. If any interest is earned from the local currency proceeds deposited in the Special Account, it will not be eligible for use under the loan forgiveness provisions of the agreement, but will be used for the same general development purposes as outlined in the Title III Accord.

(E) DISBURSEMENTS FROM SPECIAL ACCOUNT

After "...financed under the Agreement" the paragraph is revised as follows:

- Disbursement from the "PL-480 Title III Special Account" shall be made only to the individual project accounts. Only the Ministry of Finance, after approval of the Management Commission, may debit the Special Account. The project accounts will be maintained at the Union Sénégalaise de Banque (USB) Dakar.

ITEM III - COMMODITY PURCHASES IN U.S. AND THEIR SALE IN SENEGAL

(C) PROMPT SALE OF COMMODITIES IN SENEGAL

The following second paragraph is added:

Therefore, it is agreed that:

a) The second tranche rice received in Dakar in May 1981 is priced at CFA 142/kg wholesale; this was announced to the trade and sales commenced before signing this Agreement.

b) The third tranche rice to be received in the Summer of 1982 will be priced and put on sale within 30 days of its arrival in Dakar.

ITEM IV - MANAGEMENT COMMISSION, SECRETARIAT & COORDINATION WITH USAID

(A) MANAGEMENT COMMISSION RESPONSIBILITIES

The first paragraph is revised as follows:

- The Food For Development program will be implemented by the GOS under the overall coordination of a Senegal Management Commission consisting of representatives of the Ministry of Plan & Cooperation, the Ministry of Economic Affairs and Finance, the Ministry of Commerce, and USAID/Senegal.

The succeeding paragraph is revised to include the following additional responsibilities of the Management Commission:

- Establishing the local currency equivalent of life of project dollar budgets outlined in the Agreement and revising life of project dollar budgets as required up to 15% in any one project.

All other terms and conditions of the May 16, 1980 Agreement as amended December 23, 1980 and Memorandum of Understanding remain the same.

If the foregoing is acceptable to your Government, I propose that this letter together with your reply thereto, constitute an Agreement between our two Governments, effective the date of your letter in reply.

Accept, Excellency, the assurance of my highest regards.

Charles W. Bray
American Ambassador

Accord

Ministère

Ousmane SECK

[July 16, 1982]

MULTILATERAL

Atomic Energy: Reactor Safety Experiments

Agreement dated December 8, 1982;
Entered into force June 1, 1983;
Effective July 1, 1982.

MARVIKEN
STUDSVIK ENERGITEKNIK AB
NUCLEAR DIVISION

AGREEMENT

THE MARVIKEN AEROSOL TRANSPORT TESTS (MX-V-ATT)

1982-12-08

A G R E E M E N T

between

ONTARIO HYDRO, CANADA
(hereinafter called "OH")

VALTION TEKNILLINEN TUTKIMUSKESKUS, FINLAND
(TECHNICAL RESEARCH CENTRE OF FINLAND)
(hereinafter called "VTT")

COMMISSARIAT A L'ENERGIE ATOMIQUE, FRANCE
(hereinafter called "CEA")

ELECTRICITÉ DE FRANCE, FRANCE
(hereinafter called "EDF")

COMITATO NAZIONALE PER LA RICERCA E PER LO SVILUPPO
DELL'ENERGIA NUCLEARE E DELLA ENERGIE ALTERNATIVE, ITALY
(hereinafter called "ENEA")

JAPANESE GROUP, Japan
(hereinafter called "JG")

N.V. TOT KEURING VAN ELECTROTECHNISCHE MATERIALEN, THE NETHERLANDS
(hereinafter called "KEMA")

STATENS KÄRNKRAFTINSPEKTION, SWEDEN
(THE SWEDISH NUCLEAR POWER INSPECTORATE)
(hereinafter called "SKI")

UNITED KINGDOM ATOMIC ENERGY AUTHORITY, UNITED KINGDOM
(hereinafter called "UKAEA")

ELECTRIC POWER RESEARCH INSTITUTE, USA
(hereinafter called "EPRI")

UNITED STATES NUCLEAR REGULATORY COMMISSION, USA
(hereinafter called "NRC") and

STUDSVIK ENERGITEKNIK AB, SWEDEN
(hereinafter called "STUDSVIK")

hereinafter jointly called "the contracting parties"

concerning

A JOINT PROJECT FOR PLANNING, DESIGN, EXPERIMENT PREPARATION
PERFORMANCE AND REPORTING OF REACTOR SAFETY EXPERIMENTS CONCERNING
TRANSPORT OF VAPORS AND AEROSOLS THROUGH REACTOR SYSTEMS
(hereinafter called "the project")

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I PREAMBLE

Considering

- the generally acknowledged need for large scale experimental safety studies related to the transport behaviour of vapors and aerosols produced from overheated core materials within typical water reactor systems,

- the possibilities offered by the Marviken facility for such large scale experiments, already demonstrated in international projects concerning full scale containment tests, critical flow tests and jet impingement tests performed since 1972,

the contracting parties have this day agreed as follows:

II PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish cooperation between the contracting parties in a project using jointly the Marviken facility for certain safety experiments. The project covered by this Agreement comprises a joint program for planning, design, experiment preparation, performance and reporting of large scale reactor safety experiments concerning the transport of vapors and aerosols through water reactor systems.

III SCOPE OF THE PROJECT

The scope of the project is to plan, design, prepare, perform and report a series of tests on vapor and aerosol transport behaviour for water reactor safety at Marviken within the framework of an international cooperation.

The project will be performed according to Appendices A - G being part of the Agreement and will aim at providing the contracting parties a data base on the transport of vapors and aerosols through reactor systems on a large scale.

The framework of the project is laid down in the appendices to this Agreement:

Appendix A	Program description
Appendix B	Instrumentation description
Appendix C	Organization of the project
Appendix D	Budget
Appendix E	Time schedule
Appendix F	Reporting
Appendix G	Contribution of funds

The project consists of five kinds of activities defined as phases below:

Phase A	Preplanning
Phase B	Fissium and corium experiment preparations
Phase C	Performance of fissium tests. Data collection and reduction, reporting of data and interpretation of results. Corium experiment preparations
Phase D	Performance of corium tests. Data collection and reduction, reporting of data and interpretation of results
Phase E	Final reporting of results

IV ORGANIZATION OF THE PROJECT

1 The project shall be directed by a project board. The board shall decide on all matters concerning the project within the framework of this Agreement.

Each contracting party shall appoint one member of the board. The member appointed by STUDSVIK will be the chairman of the board. Each member of the board may be assisted at the board meeting by one specialist who shall not have a voting right. The board shall meet at least two times a year. Additional board meetings shall be convened at the request of one member of the board.

The decisions of the project board shall normally be made by mutual agreement. Should it be necessary to vote on any decision, each member of the board shall have a number of votes in proportion to the financial commitment of the contracting party concerned according to Article VI below. Every member shall be given the opportunity to cast his vote. 51 % of the votes cast are required for a decision. An opportunity will be provided for voting in absentia and/or through designated deputies upon proper and timely notification of the matter to be voted on. Should it be necessary to revise the program, the board should be prepared to meet at short notice.

STUDSVIK has an absolute veto right against decisions involving the safety of the plant or conflicts with Swedish laws and regulations.

2 STUDSVIK shall appoint the project manager. The appointment requires the approval of the project board. The project manager shall be responsible to the project board for the execution and management of the agreed project. His duties include the drawing up of detailed programs of work, including cost and time schedules.

78-500 O—92——8

The project manager shall be present at the meetings of the project board and shall have the right to participate in the deliberations. He shall report at each meeting on the progress of the work of the project.

3 A committee, called the Technical Advisory Committee (TAC), shall be established. The committee shall be composed of senior technical experts, preferably those assisting the board members as mentioned under Article IV:1. Each original signatory shall have the right to designate one member to the TAC. The committee shall from time to time review the technical status of the project and advise the project board and the project manager on technical matters.

STUDSVIK shall appoint the chairman of the TAC. The committee shall meet at least three times a year. The project manager shall be in attendance at the meetings of the committee.

4 In the performance of his duties, the project manager shall be assisted by a project staff as exemplified in Appendix C.

5 STUDSVIK undertakes to render the necessary technical and administrative services and to produce the material for implementation of the project. Legal acts relating to the carrying out of the project shall be performed by STUDSVIK on behalf of the contracting parties.

6 For the financial management of the project STUDSVIK shall arrange an adequate book-keeping and reporting system according to the needs of this Agreement. Additional reporting that may be required for specific national reasons is not the responsibility of the project. The auditing shall be performed by the auditors of STUDSVIK, and if so requested by any of the other parties, by auditors elected by them.

V TIME SCHEDULE

1 The project start is set to July 1, 1982 and it shall be carried out in accordance with the time schedule in Appendix E.

2 At the end of each of the phases defined in Article III above and indicated in Appendix E the board shall review the outcome of the work performed. The formal approval of the board is required for the start of the next phase.

VI BUDGET AND FINANCIAL CONTRIBUTIONS

1 Expenditures relating to the carrying out of the project shall be borne by the contracting parties under the conditions specified in the present Article.

The project budget as presented in Appendix D amounts to SEK 43.5 million. This amount includes all foreseen wage and price increases for the programs planned to be carried out and specified in Appendices A - F.

As a reserve fund to cover

- a project management operational reserve fund,
- additional costs due to alterations in the technical program,
- other unforesean cost increases and
- unforeseen inflationary cost increases,

the parties undertake jointly to make available an amount of SEK 9.5 million, thereby constituting a total budget of SEK 53.0 million.

The utilization of the reserve fund requires specific decisions by the project board.

Funds obtained through the acceptance of further participants according to Article X are considered to be ordinary funds and shall be consumed before the reserve funds are utilized.

The project costs and the relevant reserve specified in this Article are calculated on the basis of a current station availability during the period indicated in the time schedule in Appendix E. Cost increases due to interrupted availability of the Marviken plant shall be borne by STUDSVIK, provided that the interruptions are not caused by the performance of the experiments.

2 The contracting parties undertake to contribute to the project as specified in Appendix G, which also shows the votes and the Agreement copy number certified by the Notary Public.

Any funds committed to the project prior to the completion of this Agreement are included in the funds given above.

The funds to be provided are subject to annual appropriations according to the rules given in Article XI:3.

3 The project shall be debited the cost of the personnel of the project staff supplied by the contracting parties under the conditions specified in Article VII and in Appendix D, where all personnel costs are given according to nominal STUDSVIK wage codes, inclusive of statutory social dues, multiplied by 1.85. When project personnel are working outside their home organizations, the project shall be debited an additional per diem cost according to STUDSVIK's rules. Costs for travels to and from the permanent residence of the personnel are paid by the respective home organization.

For services rendered by the parties upon order from the project using personnel not classified as project personnel and for material provided, the party shall be reimbursed for its full costs. Thus neither profit nor gain shall be included except in case of commercial products already on the market.

4 When paying their financial contributions according to Article VI:2 the parties shall be entitled to deduct the costs for wages and per diem cost of project personnel according to Article VI:3.

5 Within four weeks after the end of each quarter of a year, the project manager shall present accounts for the project to the parties in summarized figures as to the costs incurred during the preceding quarter, and shall at the same time give a cost estimate for the current quarter.

The total actual cost for the project shall be accounted for within three months after the termination of the project.

6 Payments of contributions shall be made to STUDSVIK and be made available to the project in quarterly instalments on the basis of cost estimates as outlined under Article VI:5, and quarterly reports.

The first occasion for the invoicing of the individual contributions shall occur when Contracting Parties representing at least 85 % of the budgeted contributions have signed the present Agreement.

The first advance payment shall cover all the costs accounted for in the budget incurred up to the date of signature as well as the costs calculated for the rest of the current quarter. The subsequent advance payments are due within two weeks upon receipt of the quarterly cost accounts/cost estimates.

All invoices shall be paid net within 60 days. Late payment will be assessed interest at the commercially available rate to STUDSVIK (Swedish primary discount rate plus 4 %, currently 1.75 % monthly).

VII SUPPLY OF PERSONNEL

1 During the project, the contracting parties shall, within the total budget, contribute to the project staff by supplying project personnel, as specified in Appendix D:4.

The project staff shall be appointed and seconded to the project by the contracting parties with the agreement of the project manager. The project manager shall be responsible for the duly qualified composition and efficiency of the project staff and shall have the right to take appropriate measures to that effect. The project personnel will remain in the employment of their respective employers. The project staff, during their participation in the project, work under the authority of the project manager and shall be subject to the general working rules of STUDSVIK such as ordinary working hours, vacation periods etc.

2 The parties shall, if considered necessary by the board, maintain at the disposal of the project their project personnel for a period not more than three months in excess of the period stated in Appendix E. Such prolongation shall fall within the total budget and be credited according to the same rules as set out in Article VI:3.

VIII INFORMATION AND USE OF RESULTS, INCLUSIVE OF INVENTIONS

1 The results of the project shall be presented in the form of appropriate progress and final reports as specified in Appendix F.

2 All information derived from the execution of the project shall be made available to the contracting parties.

3 Prior to approval by the parties for publication, the information may be made available to government authorities, organizations and companies in the country of each contracting party for their own use but not for publication at the discretion of the respective parties. When required by administrative procedure in its country, each party may on its own responsibility disseminate or otherwise make use of information from the experiments.

The contracting parties may, within their countries when consistent with their requirements, publish information derivad from the project at the completion of the project. Prior to any such publication the contracting parties shall submit the information to the project board for review and comment and allow sixty days for response.

The project will not bear any responsibility for information which is not approved by the project board and which is not contained in the project reports as specified in Article VIII:1. In such cases the party should carefully consider the possible necessity of due reservations regarding the validity of the information with respect to the final total evaluation of the project results. During the period covered by the Agreement the parties may not without the consent of the project board supply information on project progress and results to organizations and companies outside the countries of the contracting parties.

4 Prior to the termination of the project, the project board shall decide upon the principles of publishing the results.

5 Patentable or not patentable inventions made as part of the project work shall be made available to the project. The party responsible for any such invention undertakes to give the right of use to the project, free of cost.

6 Patentable inventions made as part of the project work shall be considered to be made by the inventor as a member of his home organization and patent matters shall be settled by the respective party according to the laws and regulations in the respective country. However, if a party decides to seek a patent in one or several countries for an invention made within the project, the other parties shall be granted non-exclusive royalty-free licenses under such patents including the right to grant sub-licenses to organizations and companies of their own country.

Patent matters arising from any such invention made jointly by inventors of different home organizations shall be settled by the organizations concerned consistent with the rights and obligations required by this agreement.

7 Each party waives any and all claims against the other parties for compensation, royalty or award, as regards any inventions or discoveries, made in the course of, or under this Agreement and releases the other parties with respect to any and all such claims, including any claim under the provisions of the applicable employer-employee invention legislation of the participating countries.

8 When one party has previously been granted or has applied for patents on an invention which could have significance for carrying out the project, the right of using this invention shall be granted to the project free of cost charge by the respective party.

IX LIABILITY

1 STUDSVIK undertakes to maintain during the whole project period the following insurance protection.

- Insurance of the equipment procured for the experimental work against fire, explosion, water pipe damage and/or damage to machinery, amounting to a total coverage of SEK 10 million

- Insurance of the data records against loss through fire, theft, and transport accidents, amounting to a coverage of SEK 1 million

- Liability insurance covering personal injury, including injury resulting in death, and damage to property which befall the project personnel or third parties and for which a party to this Agreement or its personnel is responsible according to the applicable general rules. This insurance shall amount to a total coverage per incident/accident case of SEK 5 million for personal injury and a total coverage per incident/accident case of SEK 2 million for damage to property.

2 The cost for the above insurances shall be paid by the project as a part of the project cost.

3 The non-Swedish parties shall not be liable for any indemnification in excess of the amounts stated above. In case of excess STUDSVIK shall be liable for any indemnification whatsoever.

4 This Agreement shall not limit any right to compensation on the basis of the general rules which are applicable in each case for the indemnification of personal injury or damage to property.

X ACCEPTANCE OF FURTHER PARTICIPANTS

If other interested parties wish to join the project, the project board will examine the economic and other conditions of such participation and prepare a recommendation to the original contracting parties. Acceptance of further participants requires unanimous agreement by the project board.

XI UNFORESEEN OCCURRENCES AND THE RIGHT TO WITHDRAW

1 Should unforeseen occurrences put in doubt the achievement of the project objectives within the agreed time, budget or cost schedule, the project manager shall immediately report to the project board, which shall decide on the continuation. A decision on how to continue shall require the unanimous agreement of the parties, and must include necessary amendments of the time, budget or cost schedule as the case may be.

2 If a unanimous decision to continue the project cannot be reached then any party to this Agreement shall have the right to withdraw from the Agreement. In such a case the withdrawing party is under an obligation to fulfil its share of project commitments which originate prior to the date of the withdrawal. The withdrawing party has the right to all information produced by the project up to the date of withdrawal. The information will be supplied in the form of data existing at the date of withdrawal without processing of the data.

3 Should a party fail to obtain the necessary approval from that party's government or board of directors to pledge the following year's financial contribution, then the party shall notify the project board as soon as possible, but not later than 30 days prior to the end of the fiscal year of that party. The project board shall meet at short notice to consider the situation, and if a decision is made to terminate the project then cancellation costs, not exceeding the total budget costs, shall be shared by all parties, including the terminating party, proportionally to the funding distribution in Article VI:2.

XII ARRANGEMENTS FOR TERMINATION OF THE PROJECT

Equipment purchased within the project budget is regarded as being the property of the parties, each having a share that is proportional to the financial contribution as given in Appendix G.

After the termination of the project such equipment which can still be utilized for other purposes will be evaluated under consideration of normal depreciation. STUDSVIK will make up a list of such equipment and its value for approval by the project board.

If STUDSVIK with the approval of the project board decides to retain such equipment, the other parties will be credited in proportion to their financial grants.

The project board shall decide upon the disposal of such remaining equipment that is not retained by STUDSVIK.

When selling equipment after the termination of the experiments, the costs for dismantling of such equipment and associated restoration shall be paid from the income of the sale of such equipment. The estimated economic net result shall be approved by the board before any action is taken in such matters.

In case of decision by the project board to terminate the project prior to its fulfilment, under the circumstances described in Article XI, STUDSVIK undertakes to cancel the remaining delivery contracts and other remaining commitments for the project as soon as possible.

XIII COVENANT AGAINST CONTINGENT FEES

The parties warrant that no person or selling agency has been employed or retained to solicit or secure contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the parties for the purpose of securing business. In case of any breach or violation of this warranty, the parties shall have the right to annul this contract without liability or at their discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

XIV OFFICIALS NOT TO BENEFIT

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

XV DISPUTES

Any disputes between the parties involving other than NRC concerning the application or interpretation of this Agreement, that are not satisfactorily settled through consultation, shall be submitted to a Swedish court or, if so requested by one of the parties concerned, be referred for final settlement by arbitration in Stockholm according to the Swedish Act on arbitrators. With regard to any such disputes to which NRC is a party that are not satisfactorily settled through consultation, such disputes shall be decided by a court rather than by arbitration.

XVI SIGNING PROCEDURE

The procedure of signing the present Agreement shall be as follows:

1. Each Contracting Party shall sign the Agreement copy, which is assigned to the Contracting Party as of Appendix G. Adequate assurance that all copies, which are provided with number 1 - 20 are identical in wording is given hereunder by the signature of the Notary Public at Nyköping, Sweden.

2. After signing, each copy shall be sent back to the Project Manager, who collects the signed copies and brings them to the Notary Public for provision of adequate assurance that all copies have been duly signed by all Contracting Parties as listed hereabove on page 1.

3. Following the due notification by the Notary Public to confirm the completion of the signing procedure, Contracting Parties' individual copies are promptly to be sent back to the Contracting Parties for their own filing.

END OF ARTICLES

SIGNATURE PAGE

The present Agreement is number 11 of 20 numbered copies as listed in Appendix G. The copies are identical in wording, which is hereby assured. (Name and seal of Notary Public, Nyköping, Sweden).

Date 1982 12 09

For

NOTARIUS PUBLICUS NYKÖPING

Agreement Document copies - identical in wording - have been signed by all Parties listed on page 1 and in Appendix G of the present Agreement, which is hereby assured. (Name and seal of Notary Public, Nyköping, Sweden).

1983060/

Nyköping Sweden

Date: March 4, 1983

For: U.S. Nuclear Regulatory Commission

William J. Dircks
Executive Director for Operations

NOTARIUS PUBLICUS NYKÖPING

AGREEMENT MX-V-ATT

APPENDIX A

PROGRAM DESCRIPTION

Contents

1. GENERAL
2. PROGRAM OBJECTIVES
3. EXPERIMENTAL FACILITY
4. EXPERIMENTAL PROGRAM

Dec 8, 1982

1. GENERAL

During LWR degraded core accidents, radioactive aerosols can be produced by condensation of vaporized fission products and other core materials. These aerosols can grow both by agglomeration with other particles and by the condensation of water vapor on them. If these aerosols consist of particles smaller than ~ 10 μm in aerodynamic diameter, they will stay airborne for a long time. However, if they consist of larger particles, they will fall out rapidly.

The rapid growth of the particles and their fall out, which can be expected at high aerosol mass concentrations, may significantly reduce the consequences of a core melt accident. The mass concentration of the vaporized structural and core material in the reactor vessel may be of the order of hundreds or even thousands of g/m^3. Upon cooling, this material will rapidly condense and agglomerate to particles which could reach diameters of several hundred micrometers. Under these conditions agglomerates grow quickly and the large particles quickly fall out. Thus, even if the containment suffers a major rupture, only that small fraction of the initial aerosol mass which escapes the agglomeration process, may be available for atmospheric release.

Safety analyses have generally assumed that no significant attenuation of radioactivity occurs in the primary system and that the entire release from the fuel is injected directly into the containment. If the aerosol concentration in the primary system is high during the early stages of a damaged core accident, calculations indicate that substantial attenuation may occur. However, there is no rigorous, full scale verification of these calculations for currently sized LWRs. To overcome the lack of data it is proposed to perform a series of full scale Aerosol Transport Tests (ATT) at Marviken.

The Marviken tests will study the transport and attenuation of aerosols and volatile fission products within PWR and BWR systems under conditions simulating severe core damage sequences. The aerosol transport data generated at Marviken for primary systems is expected to complement the experimental investigations planned in other countries for attenuation in containment systems.

2. PROGRAM OBJECTIVES

The primary purpose of the ATT project is to create a large scale data base on the behaviour of vapors and aerosols produced from overheated core materials within typical LWR primary systems for risk-dominant scenarios. The data base is needed in order to verify theoretical methods which can be used to predict results of postulated core melt accidents for a wide range of geometries and fluid conditions.

The program has a secondary objective which is to provide a large scale demonstration of the behaviour of aerosols in primary systems. To meet this objective, reactor system conditions as calculated for the chosen events will be simulated.

Comparisons of test data can be made with calculations for both the experiments and existing reactor plants.

Fissium tests

The behaviour of fission products released from overheated fuel will be studied. Fissium (a non-radioactive fission product simulant) will be vaporized and injected into LWR primary system test arrangements. The fissium composition will emphasize those elements which have a high vapor pressure. The resultant materials and their transport behaviour through reactor components will be determined.

Corium tests

Core meltdown effects will be investigated by vaporizing corium (a non-radioactive core simulant) in a LWR reactor vessel. The resultant aerosol transport through primary LWR systems will be determined. The tests will be carried out with corium and fissium to study the retention of volatile species by interactions with the aerosols.

3. EXPERIMENTAL FACILITY

Marviken is situated along the Baltic coast on a peninsula about 150 km south of Stockholm. Plan and section views of the power plant are shown in Fig A:1. The reactor vessel is situated in a pressure-suppression (PS) containment which in turn is surrounded by a secondary containment. The PS containment was previously modified to accomodate the large steam flows used in other experiments. Openings were made between the drywell and wetwell and to the open atmosphere to release excess pressure.

Facility design

The basic arrangement of the hardware components for the ATT test facility is shown in Fig A:2. This particular arrangement models a PWR with aerosol transport through the pressurizer and relief tanks. Modifications of the basic arrangment will be used to model other flow paths of interest in PWRs as well as those for BWRs. The facility design meets the requirements for a typical large scale model, easy access to hardware components and provisions for optimal measurement methods. Of necessity, the major vessel components are of fixed geometry, but the design of piping, vessel internals and other peripheral items is quite flexible. This permits simulation of a variety of accident sequences; and if required, changes in the test matrix can be accomodated during the course of the project.

A tank simulating a reactor vessel (or upper core and steam dome of a BWR) will be placed in the upper half of the Marviken pressure vessel as shown in Fig A:3. Aerosol flow will be injected through the bottom of the reactor vessel and an exit is placed at the top of the vessel. Vessel internals will be interchangable to represent PWR or BWR components. Water between the reactor vessel and

pressure vessel will remove excess heat. The water surrounding the reactor vessel will boil and the steam produced will be discharged to the open air. The support structure at the bottom of the reactor vessel is water tight so that access is available to the aerosol generators without draining the pressure vessel. Installation of the reactor vessel will be accomodated by removing the upper head of the Marviken pressure vessel. Locating the reactor vessel at the high elevation permits installation of pressurizer and relief tanks at proper relative elevations and utilizes the large space available in the upper reactor hall.

The other two tanks (see Fig A:2) represent a full scale pressurizer and relief tank. All the tanks will be equipped with ports for instrumentation and man holes for access. The vertical piping leaving the top of the reactor vessel is designed to permit optimal measurements to be taken under ideal conditions at the reactor vessel outlet. Other piping includes horizontal and vertical segments. Some piping details remain flexible to permit, for example, addition of orifices to simulate flow restrictions.

Fissium and corium generators will likely be plasma-arc heaters. Arc heaters have previously been used on small scale experiments to vaporize powdered materials, such as stainless steel, zirconium, uranium, uranium oxide, cesium iodide, etc, suspended in a fluidizing gas. Two generation techniques will be tested. Power and feed rates will be adjusted to reproduce the expected vaporization rates for a given accident sequence.

Operational procedure

In the early tests, fissium will be vaporized and fed into the pressurizer. The vaporized fissium will be transported in a steam/hydrogen flow through the primary system. These tests will provide operating experience and some early data while the heavier, corium equipment is being constructed.

In subsequent tests, the reactor vessel will be included in the flow path. Fissium alone, or together with corium, will be injected into the reactor system. The Marviken pressure vessel will be filled with water to a depth about one meter above the top of the reactor tank. The water will be heated initially to about 100°C by the electric boiler.

The corium generators will operate at powers near 5 MW. Much of the heat generated inside the reactor tank will be transferred to the water in the pressure vessel which evaporates at a rate of 0 - 2 kg/s. The steam thus produced will be released to the open air through piping from the Marviken vessel. The steam supply for the test loop will be obtained directly from an on-site boiler. A few tests may use a nitrogen/hydrogen mixture instead of steam. All tests will have slightly reducing atmospheres.

4. EXPERIMENTAL PROGRAM

In order to define the test matrix, key sequences were defined, including sequences believed to represent the highest risk of public exposure and sequences resulting in a rather broad range of potential accident conditions.

For PWRs, it is recommended that conditions typical of the following accident sequences be simulated:

- A transient initiated event followed by failures of secondary relief valve, power conversion system and auxiliary feed system (TML)
- An interfacing system LOCA (V)
- A small to intermediate size LOCA followed by failure of the ECC system (S_1H)
- A large LOCA followed by failure of the ECC system (AD)

For BWRs, conditions typical of the following accident sequences are important:

- A transient initiated event followed by failure to make the reactor subcritical (TC)
- A transient event followed by failure of safety relief valves to close and failure of low pressure recirculation system (TPI)
- A transient event with failure of feed water and ECC (TQUV)
- A small LOCA with failure of the ECC system (S_2E)
- A large break followed by failure of the ECC system (AE)

Test matrix

The basic test matrix consists of eight tests and covers a wide range of conditions for the above mentioned PWR and BWR accident sequences. An additional 3 PWR and 3 BWR

tests were identified as optional. Consideration of project costs resulted in the test matrix shown in Table A:1. Tests 1 - 6 are budgeted within the present agreement. Tests 7 and 8 are alternate or supplementary tests.

The test(s) designated number 0 are cold flow test(s) intended for calibration purposes. In this test(s) there is no heat source, and normal atmospheric air will be blown through the test facility. A prepared particulate of uniform size could also be used in the cold flow test(s). As the large aerosol generators and reactor vessel have long delivery times, Tests 1 and 2 are relatively simple, "fissium" experiments with only the geometric components downstream of the reactor vessel. These tests will provide some needed, early data on fissium behaviour in portions of the primary system as well as permit the Marviken staff to gain operating experience with the test facility.

Tests numbered 1, 2, 3, and 7 are designed to represent an accident sequence which might release significant quantities of volatile fission species but not actually proceed to core melt. Two types of sequences which might result in such a situation are simulated. These include a transient event and a LOCA event. The first two fissium experiments (Tests 1 and 2) will provide information about fissium transport with and without steam condensation. The last two fissium tests (Tests 3 and 7) include the reactor vessel in the flow geometry.

Tests 3, 4, 5 and 7 cover a wide range of geometries and thermal hydraulic conditions for the important PWR sequences. They also have considerable applicability to BWRs. Tests 4 and 7 extend the data base of Tests 1 and 2 (the TML sequence) to include the reactor vessel with internals (Test 7) and the presence of corium material (Test 4).

Test 4 will also complement the range of temperatures covered in Tests 1 and 2. Tests 3 and 5 will simulate both the V and AD sequences. A mixture of nitrogen, steam and hydrogen will be used as a carrier gas in Tests 3 and 5 to simulate the high hydrogen content expected with rapid core degradation. Test 6 represents a BWR intermediate LOCA. It complements Tests 3 and 5. Although reactor internals are different in those tests, a range of LOCA sizes is covered. Test 8 represents a BWR transient (TC) with a unique, high power condition. Several other BWR transients are similar to this event.

Smaller, add-on tests can be included within the proposed test matrix. Test conditions will be finalized by the Technical Advisory Committee prior to each test.

Fissium and corium composition

The demonstration aspect of the program objectives has been emphasized in the selection of fissium and corium constituents. Iodine, cesium and tellurium are of primary concern. It is expected that the dominant species are CsI, CsOH and metallic Te. The fissium composition to be used initially is given below.

Species	Amount in kg
CsOH	67
CsI	14
Te	19
Total mass	100

Several structural materials will be included in the corium composition. Metals with relatively low melt temperatures (such as Ag, Mn, Cd) are of primary concern. Metals with higher melt temperatures (such as Fe, Cr, Zr) will also be included. A total of about 450 kg of corium will be used.

Table A:1 Test matrix*

Test No	Hardware	Temperatures**(°C) Gas	Surface (estimated)	Gas flow** (kg/s)	Fission Release time (hr)	Corium Release time (hr)	Carrier gas	Applicability Accident types	Reactor types
0	Manifold Pressurizer Pipe 2 Relief tank	20 "- "- "-	20 "- "- "-	NA 0-10 "- "-	None	None	Air	Cold flow calibration test(s)	
1	Manifold Pressurizer Pipe 2 Relief tank	1500 700 500 350	1000 450 400 200	NA 0.2 "- "-	0-2	None	H_2O/H_2 (dry)	Degraded core transients	PWR (BWR)
2	Manifold Pressurizer Pipe 2 Relief tank	1500 700 100to500 100	1000 450 100to400 100	NA 0.2 "- "-	0-2	None	H_2O/H_2 (condensation in pipe 2)	Degraded core transients	PWR (BWR)
3	Vessel Internals Pipe 1 RHR piping	to2000 500to1000 500 100to500	700 500to1000 500 100to400	0.1 "- "- "-	0-2	None	$H_2O/H_2/H_2$	Interfacing LOCAs Large LOCAs	PWR (BWR)
4	Vessel Internals Pipe 1 Pressurizer Pipe 2 Relief tank	2000 500to1000 500 300 200 100	700 500to1000 400 200 150 100	0-5 "- "- "- "- "-	0-2	0-2	H_2O/H_2 (condensation in relief tank)	Degraded core transients.	PWR (BWR)
5	SAME AS TEST 3 BUT WITH CORIUM ADDED AND HIGHER GAS FLOW			0-5	0-2	0-2	$H_2O/H_2/H_2$	Interfacing LOCAs Large LOCAs	PWR (BWR)
6	Vessel Internals Pipe 1	to2000 500to1000 300	700 500to1000 200	0-2 "- "-	0-2	1-3	H_2O/H_2 (dry)	Intermediate LOCAs Small LOCAs	BWR (PWR)
7***	SAME AS TEST 4 BUT WITHOUT CORIUM				0-2	None	H_2O/H_2 (condensation in relief tank)	Degraded core transients	PWR (BWR)
8***	Vessel Internals Pipe 1	to2000 300to1000 500	700 300to1300 400	0-1 "- "-	0-2	0-2	H_2O/H_2 (dry)	Transients without scram	BWR

Notes:

* All values are tentative and will be revised as test specifications are finalized.

** Test conditions will be finalized by Technical Advisory Committee prior to each test. All tests at atmospheric pressure.

*** Tests 7 and 8 are alternate or supplementary tests (not currently budgeted).

1. Reactor pressure vessel, 425 m^3
2. PS-containment
3. Square shaft (secondary containment)
4. Turbine area
5. Fuel handling hall
6. Fuel element transport channel, 303 m^3
7. PS-wetwell, 2144 m^3
8. Emergency condenser, ~ 1900 m^3
9. Reactor hall, ~ 10000 m^3
10. Electrical equipment
11. PS-drywell, 1943 m^3
12. Exhaust tube, 160 m^3
13 Pools, ~ 2800 m^3

Fig A:1 Plan and section views of the power plant

Fig A:2 Basic arrangement of the test facility

Fig A:3 Reactor vessel installation with radiation shield

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APPENDIX B

INSTRUMENTATION DESCRIPTION

Contents

1. INTRODUCTION
2. MEASUREMENT SYSTEM
3. AEROSOL MEASUREMENT PROGRAM

Dec 8, 1982

INTRODUCTION

Measurement system requirements for the ATT project are such that much of the instrumentation and data acquisition system perfected in the previous Marviken project can be utilized. Thus, measured data such as pressures, differential pressures, temperatures, and evaluated data such as flow rates and thermodynamic state will be handled using methods similar to those used previously. However, significant differences exist for many of the measurements regarding the time-dependent distribution and transport of the aerosols. Standard methods of collection of physical samples, as well as conventional methods of handling and post-test analyses of the samples, will be used where practical to define the aerosol transport processes.

In the section that follows, an overview of the measurement system is given as it applies to the ATT project. Subsequently, a discussion of the measurements related to aerosol transport is given.

78-500 O—92——9

2. MEASUREMENT SYSTEM

The basic measurement system that will be used consists of transducers, signal conditioning units, data recording/reproducing devices and a process computer with peripherals as shown in Fig B:1. This system should be utilized for measurement of parameters such as pressures and temperatures.

The transducers for pressure and differential pressure measurements will be of the strain gauge type. Thermocouples with insulated measuring junctions will be used for temperature measurements. Additional instruments such as optical densitometers could be adapted to this system.

The PCM-system (Pulse Code Modulation) will be used for recording of experimental data. The PCM-system consists of modulators and demodulators, and a time code generator and receiver. The system operates with 10 bit data words and a scanning rate of 60 Hz per measurement. During an experiment, data will be stored in digital form on two analog tape recorders with fourteen tracks on each - eight measurements per track. At present 23 x 8 = 184 channels may be connected. After an experiment, data will be transferred to computer compatible tapes via the process computer. These tapes will then be used for data presentation and evaluation on either the process computer itself or on an external computer.

To complement the PCM-system a multiplexer will be used. This system operates with 16 bit data words and a scanning rate of about 1 Hz per channel. A system with 40 channels is being planned.

The process computer is a NORD-100 running under the operating system SINTRAN III. The computer operates with 16 bit words and 128 K words virtual memory. SINTRAN III is a multiprogramming, multi-lingual real time operating system. The operating system allows 3 modes of operation; real time, time sharing and batch. Supported programming languages are FORTRAN, BASIC and MAC (assembly language). Hardware configuration is; 60 M bytes disk, floppy disk, line printer, main console, graphic plotter, tape station and 2 screen terminals.

A preliminary list of instrumentation channels utilizing the data acquisition system described above include those in Table B:1. In addition instruments will be utilized to obtain physical samples as discussed below.

3. AEROSOL MEASUREMENT PROGRAM

A schematic diagram of the Marviken facility as configured for aerosol transport experiments is shown in Fig B:2. Circled numbers in the figure correspond to the recommended aerosol measurement stations as follows:

0. aerosol generator
1.a reactor vessel (bulk)
1.b reactor vessel (internals)
2. reactor vessel outlet
3. reactor-to-pressurizer pipe
4. pressurizer inlet
5. pressurizer (bulk)
6. pressurizer outlet
7. pressurizer-to-relief tank pipe
8. relief tank liquid (bulk)
9. relief tank vapor (bulk)
10. filters
11. system discharge

Table B:2 shows the suggested aerosol measurements corresponding to the locations shown in Fig B:2. These measurements apply to the proposed tests where system conditions are expected to be dry (non-condensing). Modifications need to be planned for condensing cases.

Priority among the suggested experiments is given to the determination of airborne mass concentration, the post-test mass balance, particle size distribution and collection of volatile fission product (VFP) gas samples.

For tests with a fissium simulant introduced into the pressurizer, a reduced set of instrumentation is required since there is no need for measurements at stations 1, 2, 3 and 4. It may be possible to reduce the number of measurements at other stations. It would be valuable experience, however, to have measurements of each type included in the fissium experiments.

Where practical, aerosol and gas measurements will be obtained by repetitive sampling of the process stream at selected locations during each test. Samples are not expected to be sensitive to brief exposures to air, but if it becomes necessary to handle and analyze samples under a cover gas, unbudgeted costs may arise.

Table B:1 PCM Instrumentation for ATT - PRELIMINARY

Measurement position	Parameter	Number of channels	Remarks
Aerosol generator	Pressures	2	(Required to define the input to the system)
	Temperature	5	
	mass addition rates	2	
	energy addition rates	1	
Reactor Vessel (RV)	Pressure	1	
	Temperature	25	mixing, heat losses, sampling systems
	Other	5	
RV-to-pressurizer pipe	Pressure	1	
	Temperature	6	includes temps of sampling systems
	Optical density	1	
	Other	4	unspecified
Pressurizer	Pressure	1	
	Temperature	15	mixing, heat losses, sampling systems
	Other	5	unspecified
Press-to-relief tank	Pressure	1	
	Temperature	6	includes temps of sampling systems
	Optical density	1	
	Other	4	unspecified
Relief tank	Pressure	1	head measurement
	Temperature	8	mixing, heat losses, sampling systems
	Other	4	unspecified
Filters	Pressure	1	DP across filter
	Temperature	2	heat losses and sampling temps
	Other	4	unspecified
Exhaust	Pressure	1	
	Temperature	2	heat losses
	Other	4	unspecified exhaust monitoring
	TOTAL	113	includes 30 unspecified

TABLE B: 2 AEROSOL MEASUREMENT PROGRAM FOR ATT [a]

Measurement locations	Gas analyses		Mass balance	Aerosol mass concentration		Aerosol particle size distribution		Chemical species interaction with pipe work and aerosols		Liquid analysis	Optical density
	Carrier gas	VFP gas	Wall and floor wash [b]	Filters	Roto rods	Horizontal elutriator/cyclone	SEM-samples	Coupons	Turn-tables		
0. Aerosol generator				X[c]							
1.a Reactor vessel bulk		X	X	X[d]				X			
1.b Reactor internals			X					X			
2. Reactor vessel outlet	X	X		X	X	X	X				
3. RV to pressurizer pipe		X	X	X[d]				X			
4. Pressurizer inlet		X		X	X	X	X				X[g]
5. Pressurizer bulk		X[f]	X	X	X	X	X	X	X		
6. Pressurizer outlet		X[f]		X	X[f]	X	X	X			
7. Press-to-RT pipe			X	X	X[f]	X	X	X			
8. Relief tank (liquid)										X[e]	
9. Relief tank (vapor)			X	X				X			
10. Filter			X	X							
11. System discharge	X										

a) Assumes non-condensing conditioning for water vapor

b) Post-test deposition inventory of each separable component included

c) Power, feed rates and conversion efficiencies included

d) Measurements may not be required

e) Separate analysis of liquid-vapor interface included

f) Locations for fissium injected in pressurizer

g) Another more convenient location may be chosen

Fig B:1 Data recording

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Fig B:2 Sketch of Marviken Reactor System Illustrating Measurement Stations

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APPENDIX C

ORGANIZATION OF THE PROJECT

Dec 8, 1982

Fig 1 ATT organization chart

PROJECT WORKING GROUPS

Project administration

Exercises the immediate technical and administrative organizing functions.

Operation group

Constitutes the technical group responsible for making the plant ready for the experiments, and for maintenance work on the plant equipment in connection with the experiments. The group is also responsible for the operation of the station during the experiments.

Measurement group

Constitutes the technical group which is responsible for the design, installation and performance of the measurement equipment and for the analysis of the collected samples.

Program group

Constitutes the group of specialists within the project responsible for the detailed planning of the experiments, for the engineering estimates of test results, for the selection of test parameters, for the evaluation and interpretation of test results and for the project documentation.

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APPENDIX D

BUDGET

Contents

GENERAL

1 WAGE COSTS

2 COSTS OF THE STATION

3 COSTS OF THE MECHANICAL EQUIPMENT

4 COSTS OF AEROSOL GENERATING EQUIPMENT

5 COSTS OF THE EXPERIMENTAL INSTRUMENTATION

6 COSTS OF WATER AND ELECTRIC POWER

7 COSTS OF ANALYSIS

8 COSTS OF EXPENSES

9 COSTS OF FISSIUM AND CORIUM

Dec 8, 1982

GENERAL

The cost estimates for the project, subdivided into different categories of costs for the different phases, are shown in Table 1.

Table 1

Estimated costs of the different phases of the project

Category of costs	Phase A	B	C	D	E	Total
1. Wages	1895	3030	8010	4970	1415	19320
2. Costs of the station						
2.1 Rent of equipment		1000	2500	1500	200	5200
2.2 Cost of offices and service		210	385	220	95	910
3. Mechanical equipment	100	3650	650	400	150	4950
4. Costs of aerosol generation						
4.1 Test of aerosol generator	290	1100				1390
4.2 Cost of aerosol generator		6300				6300
5. Experiment instrumentation	165	950	550	270	25	1960
6. Costs of water and electric power		50	50	400		500
7. Costs of analysis						
7.1 Costs of sample analysis		50	190	300	50	590
7.2 Computer time		70	40	50	20	180
8. Expenses	350	200	360	200	80	1190
9. Fissium and corium		100	740	170		1010
Total	2800	16710	13475	8480	2035	43500

Note: All costs in kSEK.

The total cost amounts to SEK 43.5 million

In addition a project reserve fund is foreseen amounting to SEK 9.5 million. The reserve should cover

- a project management operational reserve fund,
- additional costs due to alterations in the technical program during the planning and design phase,
- other unforeseen cost increases and
- unforeseen inflationary cost increases

The total budget therefore amounts to SEK 53.0 million.

The apportionment and the utilization of the project reserve fund shall be decided by the project board.

1. WAGE COSTS

The wages are calculated according to the standard wages, given in Table 2. The standard wages include social costs.

The standard wages should be multiplied by a factor of 1.85 to cover overhead costs. Per diem costs according to Table 3 should be added to this.

Table 2

Standard wages in kSEK per annum referred to wage code and fiscal years

Wage code	Fiscal year 82/83	83/84	84/85
		*	*
03	300	316	333
04	223	235	248
05	164	173	182
06	136	143	151
07	116	122	129

* Estimated figures, which may be adjusted later.

Table 3

Per diem costs in kSEK per annum

82/83	83/84	84/85
51*	55*	59*

* Estimated figures, which may be adjusted later.

The figures given for standard wages as well as for per diem costs are the outcome of estimated values and depend on future negotiations between the employer and the employees' organizations.

The costs of wages for the project staff during Phases B, C, D and E are given in Table 4. For Phase A the standard wages are estimated to 1024 kSEK.

Table 4

Standard wages in kSEK according to the list in Table 2. Time in man-years

	Fiscal year								
	Wage	82/83		83/84		84/85		Total	
	code	Time	Wages	Time	Wages	Time	Wages	Time	Wages
Project management									
Project manager	03	0.70	210	0.70	221	0.20	67	1.60	498
Project administrator	04	0.80	178	0.80	188	0.35	87	1.95	453
Secretary	06	0.85	116	0.85	122	0.45	68	2.15	306
Typist	07	0.90	104	0.90	110	0.50	65	2.30	279
Administrative consultant	04	0.05	11	0.05	12	0.05	12	0.15	35
	Σ	3.30	619	3.30	653	1.55	299	8.15	1571
Program group									
Group leader	03	0.65	195	0.90	284	0.40	133	1.95	612
Engineer	04	0.70	156	0.70	165	0.30	74	1.70	395
Engineer	04	0.90	201	0.90	212	0.40	99	2.20	512
Engineer	04	0.50	112	1.00	235	0.30	74	1.80	421
Engineer	04	0.30	67	0.30	71	-	-	0.60	138
	Σ	3.05	731	3.80	967	1.40	380	8.25	2078
Measurement group									
Group leader	03	0.85	255	0.85	269	0.35	117	2.05	641
Engineer	04	0.60	134	0.85	200	0.30	74	1.75	408
Engineer	04	0.85	190	0.85	200	0.30	74	2.00	464
Engineer	04	0.35	78	0.35	82	0.10	25	0.80	185
Engineer	04	0.80	178	0.30	71	-	-	1.10	249
Engineer	04	0.80	178	0.30	71	-	-	1.10	249
Engineer	04	-	-	0.80	188	0.30	74	1.10	262
Analyst	06	0.25	34	0.50	72	0.15	23	0.90	129
	Σ	4.50	1047	4.80	1153	1.50	387	10.80	2587
Operation group									
Group leader	04	0.90	201	0.90	212	0.35	87	2.15	500
Assistant group leader	05	0.90	148	0.90	156	0.35	64	2.15	368
Engineer	05	0.90	148	0.90	156	0.35	64	2.15	368
Technician	06	0.90	122	0.90	129	0.35	53	2.15	304
Technician	06	0.90	122	0.90	129	0.20	30	2.00	281
Technician	07	0.80	93	0.80	98	0.15	19	1.75	210
	Σ	5.30	834	5.30	880	1.75	317	12.35	2031
Total	Σ	16.15	3231	17.20	3653	6.20	1383	39.55	8267

As stated earlier, the standard wages should be increased to cover overheads and per diem costs which should be added as shown in Table 5.

Table 5

Project wage costs in kSEK (excluding Phase A)

	Fiscal year			
	82/83	83/84	84/85	Total
Standard wages	3231	3653	1383	8267
Stand w + overheads	5976	6757	2557	15290
Per diem costs	823	946	366	2135
Total	6799	7703	2923	17425

For Phase A the wage costs are estimated to 1895 kSEK.

2. COSTS OF THE STATION

2.1 Rent of equipment

The rents of the following equipment, owned by STUDSVIK and the Swedish State Power Board and lent to the project at a fixed price:

Test facility components

Data acquisition system

Electric boiler

Workshop installations and equipment
- Electronic workshop
- Mechanical workshop
- Welding and assembling shop

Store rooms

Control room

Computer room

For the whole project the rent costs amount to 5200 kSEK.

2.2 Costs of offices and services according to agreement with the Swedish State Power Board

These costs include the following:

Rents for offices, washing and changing rooms

Intercom system

Cleaning and transport

Services (overhead cranes etc)

Compressed air

Cooling water

Heating of the station

Low voltage electric power

For the whole project time this will amount to 910 kSEK.

3. COSTS OF MECHANICAL EQUIPMENT

Test facility components and manufacturing costs:

Vessel with internals and radiation shield

Tubing

Support equipment

Protection equipment

Miscellaneous working material

Manufacturing

For the project time the costs will amount to 4950 kSEK.

4. COSTS OF AEROSOL GENERATING EQUIPMENT

4.1 Test of aerosol generator

Small scale tests

Large scale tests

These costs will amount to 1390 kSEK.

4.2 Costs of aerosol generator

Fissium generator

Corium generator

These costs will amount to 6300 kSEK.

5. COSTS OF THE EXPERIMENTAL INSTRUMENTATION

The costs of equipment according to Appendix B, excluding the items not yet identified, will amount to 1960 kSEK.

6. COSTS OF WATER AND ELECTRIC POWER

Total costs of water and high voltage power for 6 tests have been estimated to 500 kSEK.

7. COSTS OF ANALYSIS

7.1 Costs of sample analysis

Total costs for analysis required for 6 tests have been estimated to 590 kSEK.

7.2 Costs for computer time

These costs are ascribed to the utilization of the computer at Studsvik and have been estimated to 180 kSEK.

8. COSTS OF EXPENSES

These costs include the following items:

Telephone

Travels

Typing outside the project and printing of reports

Auditor's services

Representation

Meetings

Insurance

Office supplies

Laundry

Miscellaneous working material

For the whole project period this will amount to 1190 kSEK.

9. COSTS OF FISSIUM AND CORIUM

The total costs of fissium and corium amount to 1010 kSEK.

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APPENDIX E

TIME SCHEDULE

Dec 8, 1982

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TIME SCHEDULE

The time schedule showing the length of the different phases of the project is given in Fig 1.

A preplanning phase of about 5 months (Phase A) is assumed to take place before the actual start of the project.

The fissium and corium experiment preparations (Phase B) are estimated to require about 7 months including the performance of one fissium shake-down test.

The fissium experiments (Phase C) will require a period of about 12.5 months including about 4 months for installation of the reactor vessel.

The corium experiments (Phase D) will require about 7.5 months including the performance of one corium shake-down test.

The final reporting (Phase E) is estimated to take 6 months, thus ending about 33 months after the project start. Hence, if it is assumed that the project can be started by July 1982, the project will be completed by April 1985. Holidays and vacation periods are included in this schedule.

Fig 1 Time schedule of the aerosol transport tests

AGREEMENT MX-V-ATT

APPENDIX F

REPORTING

Dec 8, 1982

REPORTING

The principles of the reporting are given below. It is the responsibility of the project to provide current documentation of the technical and economic developments of the project. Changes to the reporting plan can be made by the project board.

Technical reporting

During the project, technical reports shall be prepared to:

- convey preliminary information to the project board and to the TAC,
- keep the project personnel informed and
- prepare for the final reporting.

Interim test result reports shall be prepared following each test. Since it may be impractical to present all the data recorded, the project will select appropriate data for presentation in the test result reports, taking into account the funds available and the time schedule of the project.

The project shall without request distribute to each project board member and TAC member a copy of each test result report. In addition, a cumulative list giving the titles of the project reports shall be distributed quarterly. The reports not distributed automatically may be requested.

In addition, informal topical reports on technical issues of interest will be prepared and distributed by the project as appropriate. A technical section will also be included in the administrative report as described below.

Administrative reporting

The project shall supply information to the project board and TAC on administrative and current technical matters in special reports.

The administrative reports shall give information on actual costs and estimates of future cost compared to the approved budget, the project staff situation and the status of the project as related to the time schedule.

The reports shall also give the technical progress and status of the project program during the different phases. An outline of the completed work as compared with planned work during the period in question will be included as well as views on further development.

These reports shall without request be distributed quarterly to each project board member and TAC member as soon as practical after the end of each quarter. The economical status of the project shall, however, be reported monthly.

Final reporting

The final reports shall deal with technical matters only and shall be completed, on the basis of previously prepared reports, during the editorial phase and be subject to approval by the project board.

The final project documentation shall contain a description of the test facility, the instrumentation and data acquisition systems, a description of the data evaluation procedure, evaluated data error limits, test results and qualitative interpretations of the results.

Each contracting party shall, free of charge, receive one set of the final reports.

All basic material generated and collected within the frame of the project will be available to the parties. This material, consisting of magnetic data tapes etc, shall upon request be duplicated and delivered to the parties. Costs for duplication and handling shall be borne by the ordering party.

In the case of physical samples, some extra materials will be stored in archives for future analyses. These materials will also be made available to the parties, providing that suitable quantities are available. For limited quantities, the materials can be provided for non-destructive testing if they are returned. For destructive testing of samples with limited quantities, project board approval will be required. Costs for special handling and shipments shall be borne by the requesting party.

The contracting parties are free to reproduce, at their own cost, copies of the final report material for distribution in their own countries.

AGREEMENT MX-V-ATT

APPENDIX G

CONTRIBUTION OF FUNDS

CONTRIBUTION OF FUNDS	1	2	3
Contracting parties	Contribution of funds MSEK	Voting strength %	Agreement copy number
ONTARIO HYDRO, CANADA ("OH")	2.5	4.7	1
VALTION TEKNILLINEN TUTKIMUSKESKUS, FINLAND (TECHNICAL RESEARCH CENTRE OF FINLAND) ("VTT")	1.1	2.1	2
COMMISSARIAT A L'ENERGIE ATOMIQUE, FRANCE ("CEA")	6.9	6.5	3
ELECTRICITÉ DE FRANCE, FRANCE ("EDF")		6.5	4
COMITATO NAZIONALE PER LA RICERCA E PER LO SVILUPPO DELL'ENERGIA NUCLEARE E DELLA ENERGIE ALTERNATIVE, ITALY ("ENEA")	3.8	7.2	5
JAPANESE GROUP, JAPAN ("JG")	5.6	10.6	6
N.V. TOT KEURING VAN ELECTROTECHNISCHE MATERIALEN, THE NETHERLANDS ("KEMA")	2.4	4.5	7
STATENS KÄRNKRAFTINSPEKTION, SWEDEN ("SKI")	12.15	22.9	8
UNITED KINGDOM ATOMIC ENERGY AUTHORITY, UNITED KINGDOM ("UKAEA")	5.4	10.2	9
ELECTRIC POWER RESEARCH INSTITUTE, USA ("EPRI")	6.575	12.4	10
UNITED STATES NUCLEAR REGULATORY COMMISSION, USA ("NRC")	6.575	12.4	11
STUDSVIK ENERGITEKNIK AB, SWEDEN ("STUDSVIK")	-	-	12
	53.0	100	

VENEZUELA

Scientific and Technological Cooperation

Agreement signed at Caracas January 11, 1980;
Entered into force July 22, 1983.

78-500 O—92——10

AGREEMENT FOR SCIENTIFIC AND TECHNOLOGICAL COOPERATION
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA

The Government of the United States of America and the Government of the Republic of Venezuela, hereinafter referred to as "The Parties":

Wishing to strengthen the bonds of friendship and cooperation between the two countries;

Aware of the importance of scientific and technological capacity for national economic and social development, and of the contribution that effective scientific and technological cooperation, carried out on a basis of equality, can make to the development of the human resources of both countries;

Recognizing that international cooperation offers a potential for strengthening the scientific and technological capacity of all countries;

Taking into account the Memorandum of Understanding on Scientific and Technological Cooperation signed in Washington on the 21st of November 1979[1] between the Commission of the Cartagena Agreement and the Government of the United States of America;

Have agreed as follows:

[1]TIAS 9949; 32 UST 992.

ARTICLE I

1. The Parties shall promote scientific and technological cooperation for peaceful purposes in areas of mutual interest.

2. The principal objectives of this Agreement are to strengthen scientific and technological capabilities of the Parties and broaden and expand relations between the scientific and technological communities in both countries.

ARTICLE II

Cooperation under this Agreement may include the exchange of scientific and technological information, joint conduct of research projects, exchange of scientists and technical experts, convening of seminars and meetings, training of scientists and technical experts, and other forms of scientific and technological cooperation as may be mutually agreed.

ARTICLE III

Pursuant to the objectives of this Agreement, the Parties will encourage and facilitate, as appropriate, contacts and cooperation between government agencies, universities, research centers, institutions, firms and other entities of the two countries, and the conclusion, under equitable terms and conditions, of specific arrangements for the conduct of cooperative activities.

ARTICLE IV

1. Specific arrangements implementing this Agreement may cover subjects of cooperation, procedures to be followed, treatment of intellectual property, funding and other appropriate matters. With respect to funding, costs shall be borne as mutually agreed. All cooperative activities under this Agreement shall be subject to the availability of funds from the Parties.

2. Cooperative activities conducted under this Agreement shall be consistent with the laws, regulations and international commitments of each country.

ARTICLE V

1. Each Party shall, to the extent permitted by applicable laws and regulations, facilitate the entry into and exit from its territory of those persons engaged in activities under this Agreement, as well as their dependents.

2. The personal effects of the persons referred to in paragraph 1 of this Article, as well as the equipment necessary for the exercise of their activities, will be admitted duty-free on a temporary basis in conformity with the laws and regulations of each Party. Additional facilitative measures to meet the needs of specific cooperative activities may be agreed to by the Parties.

ARTICLE VI

The Parties agree that scientific and technological information resulting from cooperation under this agreement which is not subject to the principle of confidentiality because of its industrial or commercial significance shall, subject to the provisions of specific arrangements referred to in Article IV, be made available to the world scientific community through procedures established by the Parties.

ARTICLE VII

The Parties may, as mutually agreed, invite scientists, technical experts and entities of third countries or international organizations to participate in projects and programs being carried out under this Agreement.

ARTICLE VIII

1. Each Party shall designate an executive agent responsible for the coordination and facilitation of cooperative activities under this Agreement. The executive agent for the Government of the United States of America shall be the National Science Foundation, and the executive agent for the Government of the Republic of Venezuela shall be the Minister of State for Science and Technology and the National Council for Scientific and Technological Research (CONICIT).

2. In the area of basic and applied science research, the Parties shall establish a joint advisory and review committee represented in the United States by the National Science Foundation and in Venezuela by the Minister of Science and Technology and the National Council for Scientific and Technological Research (CONICIT). Other entities as each side may determine may also participate in the work of the committee. The committee shall establish such channels of communication and perform such functions as may be mutually agreed in order to promote and facilitate cooperation in basic and applied scientific research between appropriate entities of the two Parties.

3. Representatives of the two Parties shall meet when necessary in order to develop and evaluate programs and projects under this Agreement and to further their implementation. The Parties may designate the necessary experts to dicuss and analyze specific questions.

ARTICLE IX

Existing arrangements and agreements between the Parties relating to cooperation in science and technology shall not be affected by this Agreement. However, they may be incorporated into the framework of this Agreement as may be agreed by the Parties.

ARTICLE X

All differences or controversies which may arise between the Parties regarding interpretation or application of the provisions of this Agreement should be resolved through Diplomatic means.

ARTICLE XI

1. This Agreement shall enter into force on the date on which the Parties notify each other that they have complied with the constitutional and statutory requirements necessary for its entry into force.[1] It shall remain in force for five years, unless terminated earlier by either Party upon six months written notice to the other Party. It may be extended or modified by mutual written agreement of the Parties.

2. The termination of this Agreement shall not affect the validity or duration of any complementary arrangements made under it or that of the programs and projects in progress.

Done at Caracas this 11th day of January 1980 in duplicate in the English and Spanish languages, both equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

William H. Luers
Ambassador Extraordinary and Plenipotentiary.

[SEAL]

FOR THE GOVERNMENT OF THE REPUBLIC OF VENEZUELA:

José Alberto Zambrano Velasco
Minister of Foreign Affairs

[SEAL]

[1] July 22, 1983.

ACUERDO PARA UNA COOPERACION CIENTIFICA Y
TECNOLOGICA ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS
DE AMERICA Y LA REPUBLICA DE VENEZUELA

El Gobierno de los Estados Unidos de América y el Gobierno de la Republica de Venezuela, denominados en lo sucesivo las Partes Contratantes;

Deseando fortalecer los lazos de amistad y cooperación entre los dos países;

Conscientes de la importancia de la capacidad científica y tecnológica para el desarrollo económico y social, y de la contribución que una cooperación científica y tecnológica efectiva realizada en condiciones de igualdad, puede ejercer en el desarrollo de los recursos humanos de ambos países;

Reconociendo que la cooperación internacional ofrece un potencial para fortalecer la capacidad científica y tecnológica de todos los países;

Tomando en cuenta el Memorándum de Entendimiento sobre Cooperación en Ciencia y Tecnología suscrito en Washington el 21 de Noviembre de 1.979, entre la Comisión del Acuerdo de Cartagena y el Gobierno de los Estados Unidos de América;

Han acordado lo siguiente:

ARTICULO I

1. Las Partes Contratantes promoverán una cooperación científica y tecnológica con fines pacíficos en áreas de interés mutuo.

2. Son objetivos principales de este Acuerdo fortalecer las capacidades científicas y tecnológicas de las Partes Contratantes y promover y extender las relaciones entre las comunidades y organizaciones científicas y tecnológicas de ambos países.

ARTICULO II

La cooperación que se realice en virtud de este Acuerdo puede abarcar los siguientes aspectos: el intercambio de información científica y tecnológica; realización conjunta de proyectos de investigación; el intercambio de científicos, tecnólogos expertos; la realización de seminarios y reuniones; la formación y entrenamiento de científicos y tecnólogos expertos, y cualesquiera otras formas de cooperación científica y tecnológica que las Partes Contratantes establezcan.

ARTICULO III

Para el logro de los objetivos establecidos en este Acuerdo, las Partes Contratantes estimularán y facilitarán, según sea apropiado, la relación y la cooperación entre organismos gubernamentales, universidades, centros de investigación, instituciones, empresas y otras entidades de los países, y la conclusión, bajo términos y condiciones equitativos, de acuerdos específicos destinados a la realización de actividades de cooperación.

ARTICULO IV

1. Los acuerdos especificados podrán detallar las áreas de cooperación, los procedimientos que deben llevarse a cabo, la regulsción del derecho de la propiedad intelectual e industrial, el financiamiento y otros asuntos apropiados. En relación a financiamiento, los costos se

sufragarán de común acuerdo. Las actividades de cooperación previstas en este Acuerdo estarán sujetas a las disponibilidades presupuestarias de las Partes Contratantes.

2. Las actividades de cooperación que se lleven a cabo como consecuencia de este Acuerdo, deberán ser compatibles con las disposiciones jurídicas y los compromisos internacionales de ambos países.

ARTICULO V

1. Cada Parte Contratante facilitará, de conformidad con sus leyes y reglamentos, la entrada y salida de su territorio a aquellas personas que deban realizar actividades relacionadas con este Acuerdo, así como también a sus dependientes.

2. Los efectos personales de los individuos a que se refiere el párrafo 1° de este artículo, así como el equipo necesario para llevar a cabo sus actividades, serán admitidos libres de impuesto bajo el régimen de importación temporal, de conformidad con las leyes y reglamentos de cada Parte Contratante. Las Partes Contratantes podrán acordar medidas adicionales para facilitar actividades específicas de cooperación.

ARTICULO VI

Las Partes Contratantes convienen que la información científica y tecnológica que se produzca de la cooperación efectiva en virtud de este Acuerdo que no esté sujeta al principio de confidencialidad en virtud de su significación industrial o comercial podrá, de conformidad con las previsiones de los acuerdos específicos a que se refiere el Artículo IV, ponerse a la disposición de la comunidad científica mundial a través de los procedimientos establecidos por ambas Partes.

ARTICULO VII

Las Partes Contratantes, de común acuerdo, pueden invitar a científicos, tecnólogos expertos, y entidades de terceros países u

organizaciones internacionales para que participen en los proyectos y programas que se estén realizando de conformidad con este Acuerdo.

ARTICULO VIII

1. Cada Parte Contratante designará un Agente Ejecutivo responsable de la coordinación y realización de las actividades de cooperación previstas en este Acuerdo. El Agente Ejecutivo del Gobierno de los Estados Unidos de América será la Fundación Nacional de Ciencia (National Science Foundation). El Agente Ejecutivo del Gobierno de la República de Venezuela será el Ministro de Estado para la Ciencia y Tecnología y el Consejo Nacional de Investigaciones Científicas y Tecnológicas (CONICIT).

2. Las Partes Contratantes establecerán, en el área de investigación científica básica y aplicada, un Comité Conjunto Consultivo y de Revisión, representado en los Estados Unidos de América por la Fundación Nacional de Ciencia (National Science Foundation), y en la República de Venezuela por el Ministro de Estado para la Ciencia y la Tecnología y el Consejo Nacional de Investigaciones Científicas y Tecnológicas (CONICIT). También podrán participar en las labores del indicado Comité las entidades que determine cada Parte Contratante. El Comité establecerá los canales de comunicación y cumplirá las funciones que se pueden acordar mutuamente con el fin de promover y facilitar la cooperación en la investigación científica básica y aplicada entre entidades competentes de las Partes Contratantes.

3. Los Representantes de las Partes Contratantes se reunirán, cuando se estime necesario, con el fin de desarrollar y evaluar los programas y proyectos que se realicen en cumplimiento de este Acuerdo, y para adelantar su ejecución. Las Partes Contratantes pueden designar los expertos necesarios para discutir y analizar cuestiones específicas.

ARTICULO IX

Los arreglos y acuerdos vigentes entre las Partes Contratantes que se relacionen con la cooperación en las áreas de la ciencia y tecnología,

no se verán afectados por este Acuerdo. Sin embargo, los mismos se podrán incorporar dentro del marco de este Acuerdo, según se convenga entre las Partes Contratantes.

ARTICULO X

Todas las diferencias o controversias que puedan surgir entre las Partes Contratantes con relación a la interpretación o ejecución de este Acuerdo, deberán ser resueltas a través de negociaciones diplomáticas.

ARTICULO XI

1. Este Acuerdo entrará en vigor en la fecha en la cual las Partes Contratantes se notifiquen mutuamente que han cumplido las formalidades legales necesarias para tal fin. Permanecerá en vigor durante cinco años, a no ser que cualquiera de las Partes Contratantes lo termine antes, mediante aviso por escrito, con seis meses de anticipación a la fecha en que quiera darle término. Puede ser prorrogado o modificado mediante mutuo acuerdo por escrito entre las Partes Contratantes.

2. La terminación de este Acuerdo no afectará la validez o duración de cualquier Acuerdo complementario que se hubiese celebrado bajo su vigencia o la de los programas y proyectos en ejecución.

Hecho en Caracas, este décimo primer día de enero de mil novecientos ochenta por duplicado en los idiomas Inglés y Español, ambos igualmente auténticos.

POR EL GOBIERNO DE
LOS ESTADOS UNIDOS DE AMERICA:

William H. Luers
Embajador Extraordinario y
Plenipotenciario

POR EL GOBIERNO DE
LA REPUBLICA DE VENEZUELA

José Alberto Zambrano Velasco
Ministro de Relaciones Exteriores

VENEZUELA

Scientific and Technical Cooperation: Earth Resources and Geological Phenomena

Memorandum of understanding signed at Washington and Caracas February 5 and 7, 1980;
Entered into force July 22, 1983.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR OF THE UNITED STATES OF AMERICA
AND
DIRECCION GENERAL SECTORIAL DE MINAS Y GEOLOGIA
OF THE
MINISTRY OF ENERGY AND MINES OF VENEZUELA
(MINISTERIO DE ENERGIA Y MINAS DE VENEZUELA)
ON COOPERATION IN EARTH RESOURCES
AND GEOLOGICAL PHENOMENA

ARTICLE I. Scope and Objectives

The Geological Survey of the United States Department of the Interior (hereinafter referred to as the USGS) and the Directorate-General of Mines and Geology of the Ministry of Energy and Mines of Venezuela (Direccion General Sectorial de Minas y Geologia del Ministerio de Energia y Minas de Venezuela, hereinafter referred to as the DGSMG), have agreed to a mechanism of technical cooperation concerning earth resources and geological phenomena in accordance with this Memorandum of Understanding (hereinafter referred to as Memorandum), which establishes the procedures for cooperation.

This Memorandum will be carried out pursuant to the terms of the Agreement for Scientific and Technological Cooperation between the Government of the United States of America and the Government of the Republic of Venezuela, signed at Caracas on January 11, 1980,[1] and any amendments thereto; and subject to the laws and regulations in each country.

[1] TIAS 10649; 32 UST 283.

The purpose of this Memorandum is to establish a framework for the exchange of technical knowledge and augmentation of technical capabilities of the USGS and DGSMG (hereinafter sometimes referred to as the "Parties") with respect to earth resources and geological phenomena. Cooperative activities in these fields may include, but are not limited to, exchanges of technical information, joint studies of mutual interest, and exchange visits of individuals sponsored by either Party who are engaged in research projects of mutual interest within the scope of regular programs of the USGS and the DGSMG.

For cooperation requested by the DGSMG that extends into subjects outside the scope of the USGS, the USGS may, with the consent of the DGSMG, and when compatible with existing United States laws, executive orders, regulations and policies, endeavor to enlist the participation of other United States entities. Consistent with the foregoing, and to the extent that activities within this cooperation relate to existing agreements between the USGS and the U.S. Department of Energy (DOE), the USGS may enlist the participation and involvement of DOE in such activities.

The DGSMG may, with the consent of the USGS, include the participation of other organizations of Venezuela in the development of activities contained in the scope of this Memorandum.

ARTICLE II. Specific Areas of Cooperation

Cooperative activities under this Memorandum may include, but are not limited to, activities in the following specific areas of mutual interest:

development and use of computer systems for the study of mineral resources; application of satellite techniques and other remote sensors for geological mapping and for the identification of mineral deposits; application of geophysical and geochemical techniques for the exploration of minerals in tropical environments; interpretation and evaluation of geological data; planning of exploration projects and mineral mining projects and development of geochemical laboratory facilities.

ARTICLE III. Sources of Financing

The activities carried out under this Memorandum will be subject to and dependent upon the funds and manpower available to the USGS and the DGSMG. Each Party will cover its own costs except in cases where special financing is available for selected activities; in such cases, the terms of financing will be agreed upon by both Parties before the commencement of activities.

ARTICLE IV. Reports, Documents and Release of Information

Subject to the applicable laws and regulations of the respective countries, information, data and reports concerning cooperative activities undertaken pursuant to this Memorandum may only be released after mutual written consent.

The commitment of the USGS to preserve the confidentiality of information is subject to applicable United States laws and regulations.

ARTICLE V. Review of Activities

The Parties will designate representatives who, at times mutually established by the Parties, will review the activities jointly developed, prepare progress reports as required by the Parties, and make plans for future activities.

ARTICLE VI. Disclaimer

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the receiving Party or by any third party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of the jointly developed information or its suitability for any particular use or application by either Party or by any third party.

ARTICLE VII. Project Annexes

Any activity agreed upon within the terms of this Memorandum which involves, in the view of both Parties, a substantial amount of manpower or expenditure of funds must be described in a project description attached as an annex to this Memorandum. Such an annex will set forth a work plan, staffing requirements, cost estimates, funding sources, and any other special conditions not included in this Memorandum. In case of any inconsistency between the terms of this Memorandum and the terms of an annex hereto, the terms of this Memorandum shall be controlling.

The DGSMG may, with the consent of the USGS, delegate to organizations attached to the Ministry of Energy and Mines of Venezuela (Ministerio de Energia y Minas de Venezuela), the authority to execute annexes under this Memorandum, it being understood that the parties to such annexes are bound by the terms of this Memorandum.

ARTICLE VIII. Limitation of Liability

Neither Party will assert a claim against the other for damages arising from activities under this Memorandum. With respect to third parties, each Party to this Memorandum will accept liability, to the extent authorized by its national laws, for damages arising only from its own conduct or that of its employees under this Memorandum.

ARTICLE IX. Entry into Force and Termination

This Memorandum shall enter into force upon signature by both Parties or upon the entry into force of the aforementioned Agreement for Scientific and Technological Cooperation, whichever date is later,[1] and remain in force for five (5) years, unless extended by mutual agreement. This Memorandum may be terminated by either Party upon ninety (90) days written notice to the other Party.

The termination of this Memorandum shall not affect the validity or duration of projects which are described in annexes to this Memorandum and are initiated prior to such termination.

[1] July 22, 1983.

Done at Washington, D.C. and Caracas in duplicate

in the English and Spanish languages, both equally authentic.

For the
Geological Survey of the
Department of the Interior
of the United States of America

H. William Menard
Signature

H. William Menard
Name

Director
Title

FEB 5 1980
Date

For the
Directorate-General of Mines and
Geology of the Ministry of Energy
and Mines of Venezuela
(Direccion General Sectorial de Min.
y Geologia, Ministerio de Energia
Minas de Venezuela)

Signature

Henrique J. Lavié
Name

Director General Sectorial
Title

Feb. 7, 1980
Date

MEMORANDUM DE ENTENDIMIENTO
ENTRE EL
GEOLOGICAL SURVEY
DEL
MINISTERIO DEL INTERIOR DE LOS ESTADOS UNIDOS DE AMERICA
PARA LA COOPERACION EN MATERIA DE RECURSOS TERRESTRES Y
FENOMENOS GEOLOGICOS
Y LA
DIRECCION GENERAL SECTORIAL DE MINAS Y GEOLOGIA
DEL
MINISTERIO DE ENERGIA Y MINAS DE VENEZUELA

ARTICULO I. Alcance y objetivos

El Geological Survey del Ministerio del Interior de los Estados Unidos de América (en adelante denominado USGS) y la Dirección General Sectorial de Minas y Geología del Ministerio de Energía y Minas de Venezuela (en adelante denominada DGSMG), han acordado establecer un mecanismo de cooperación técnica en materia de recursos terrestres y fenómenos geológicos con arreglo al presente Memorandum de Entendimiento (en adelante denominado Memorandum) que estipula los procedimientos para llevar a cabo la cooperación.

El presente Memorandum se llevará a la práctica de conformidad con los términos del Acuerdo para Cooperación Científica y Tecnológica entre el Gobierno de los Estados Unidos de Venezuela y el Gobierno de los Estados Unidos de América firmado en Caracas, el 11 de enero de 1980, y de cualquier enmienda al mismo, y sujeto a las leyes y regulaciones de cada país.

El propósito del presente Memorandum es el de establecer un marco para el intercambio de conocimientos técnicos y el incremento de los medios técnicos de la DGSMG y el USGS (en adelante a veces denominados las "Partes") con respecto a recursos terrestres y a fenómenos geológicos. Las actividades cooperativas en estos aspectos podrán incluir entre otras, el intercambio de información técnica, estudios conjuntos de interés mutuo, e intercambio de visitas de individuos patrocinados por cualquiera de las Partes, que participen en proyectos de investigación de interés mutuo dentro del alcance de programas regulares de la DGSMG y del USGS.

Para la cooperación solicitada por la DGSMG que abarque cuestiones fuera del alcance del USGS, el USGS, con el consentimiento de la DGSMG y siempre que sea compatible con las leyes, decretos presidenciales, disposiciones y políticas vigentes de los Estados Unidos, tratará de obtener la participación de otras entidades de los Estados Unidos. En consonancia con lo antedicho, y en la medida en que las actividades dentro de esta cooperación se relacionen con acuerdos existentes entre el USGS y el Ministerio de Energía de los Estados Unidos (DOE), el USGS podrá reclutar al DOE para participar en dichas actividades.

La DGSMG, con el consentimiento del USGS, podrá incluir la participación de otras organizaciones venezolanas en la organización de actividades comprendidas dentro del alcance del presente Memorandum.

ARTICULO II. Campos específicos de cooperación

Con arreglo a este Memorandum, las actividades cooperativas podrán incluir entre otras, aquéllas que estén relacionadas con los siguientes campos específicos de interés mutuo: establecimiento y uso de sistemas de computadores para el estudio de recursos minerales; aplicación de técnicas relacionadas con satélites y otros tipos de sensores remotos al levantamiento de planos geológicos y la identificación de yacimientos minerales; aplicación de técnicas geofísicas y geoquímicas a la prospección de minerales en ambientes tropicales; interpretación y evaluación de datos geológicos; planificación de proyectos de prospección y explotación de minerales, y establecimiento de laboratorios geoquímicos.

ARTICULO III. Fuentes de financiación

Las actividades realizadas con arreglo al presente Memorandum estarán sujetas a los fondos y la mano de obra de que dispongan la DGSMG y el USGS, y dependerán de ellos. Cada Parte sufragará sus propios costos, excepto en aquellos casos en que se disponga de medios de financiación para actividades escogidas; en tales casos, ambas Partes acordarán los términos de la financiación antes de dar comienzo a las actividades.

ARTICULO IV. Informes, documentos y divulgación de información

Sujeto a las leyes y disposiciones aplicables de los respectivos países, la información, los datos e informes relativos

a actividades cooperativas emprendidas de conformidad con el presente Memorandum, se podrán divulgar solamente después que ambas Partes hayan dado por escrito su consentimiento mutuo.

El compromiso del USGS en cuanto a mantener la confidencialidad de la información está sujeto a las leyes y disposiciones aplicables de los Estados Unidos de América.

ARTICULO V. Examen de las actividades

Las Partes designarán representantes que, en ocasiones establecidas de mutuo acuerdo por las Partes, examinarán las actividades realizadas conjuntamente, redactarán informes sobre el estado de los trabajos según lo requieran las Partes, y formularán planes para actividades futuras.

ARTICULO VI. Denegación de responsabilidad

La información transmitida por una Parte a la otra con arreglo al presente Memorandum será exacta a juicio de la Parte transmisora, pero dicha Parte no garantiza la idoneidad de la información transmitida para ningún uso o aplicación determinados por la Parte receptora o cualquier tercera parte. La información obtenida conjuntamente por las Partes será exacta a juicio de ambas Partes. Ninguna de las Partes garantiza la exactitud de la información obtenida conjuntamente o su idoneidad para ningún uso o aplicación determinados por cualquiera de las Partes o por cualquier tercera parte.

ARTICULO VII. Anexos al proyecto

Cualquier actividad convenida bajo los términos del presente Memorandum que suponga, a juicio de las Partes, una cantidad considerable de mano de obra o desembolso de fondos deberá especificarse en una descripción del proyecto que figurará adjunta al presente Memorandum como Anexo. Dicho Anexo estipulará un plan de trabajo, requisitos en cuanto a personal, presupuestos de costo, fuentes de financiación y cualesquiera otras condiciones especiales que no incluya el presente Memorandum. En caso de incompatibilidad entre los términos del presente Memorandum y los términos del Anexo al mismo, regirán los términos del presente Memorandum.

La DGSMG, con el consentimiento del USGS, podrá delegar en organizaciones adjuntas al Ministerio de Energía y Minas de Venezuela, la autoridad de aprobar anexos con arreglo al presente Memorandum, quedando entendido que las partes en dicho anexo están obligadas por los términos del presente Memorandum.

ARTICULO VIII. Limitación de responsabilidad

Ninguna de las Partes hará valer una reclamación contra la otra Parte por daños derivados de actividades realizadas con arreglo al presente Memorandum. Con respecto a terceras partes, cada Parte en el presente Memorandum aceptará responsabilidad en la medida en que lo autoricen sus leyes nacionales, por daños derivados solamente de su propia conducta o de la de sus empleados con arreglo al presente Memorandum.

ARTICULO IX. Entrada en vigor y terminación

El presente Memorandum entrará en vigor al ser firmado por ambas Partes o al entrar en vigor el antedicho Acuerdo para Cooperación Científica y Tecnológica, de las dos fechas, la que sea posterior, y permanecerá vigente durante cinco (5) años, a menos que se prorrogue por mutuo acuerdo entre las Partes. Cualquiera de las Partes podrá dar por terminado el presente Memorandum mediante notificación por escrito a la otra Parte con noventa (90) días de anticipación.

La terminación del presente Memorandum no afectará la validez o duración de proyectos descritos en anexos al presente Memorandum y que se hayan iniciado con anterioridad a dicha terminación.

Hecho en Washington, D.C. y en Caracas en duplicado en los idiomas español e inglés, siendo ambos textos igualmente auténticos.

Por el Geological Survey del Ministerio del Interior de los Estados Unidos de América

H. William Menard

Firma

H. William Menard

Nombre

Director

Título

FEB 5 1980

Fecha

Por la Dirección General Sectorial de Minas y Geología, Ministerio de Energía y Minas de Venezuela

Firma

Henrique J. Lavié

Nombre

Director General Sectorial

Título

7 de Febrero de 1980

Fecha

VENEZUELA

Scientific and Technological Cooperation: Health

Agreement signed at Caracas August 11, 1980;
Entered into force July 22, 1983.

AGREEMENT FOR SCIENTIFIC AND TECHNOLOGICAL COOPERATION IN HEALTH BETWEEN THE DEPARTMENT OF HEALTH AND HUMAN SERVICES OF THE UNITED STATES OF AMERICA AND THE MINISTRY OF HEALTH AND SOCIAL ASSISTANCE OF THE REPUBLIC OF VENEZUELA

The Department of Health and Human Services of the United States of America and the Ministry of Health and Social Assistance of the Republic of Venezuela, in accordance with the provisions of the Agreement for Scientific and Technological Cooperation signed by their Governments on January 11, 1980,[1]

Affirming their desire to work together in developing programs of health cooperation, convinced that development of such cooperation will serve to strengthen existing ties between both countries, and simultaneously will support the attainment of domestic health goals,

Agree as follows:

ARTICLE I

The Department of Health and Human Services of the United States of America, and the Ministry of Health and Social Assistance of the Republic of Venezuela commit themselves to carry out a program of health cooperation.

[1] TIAS 10649; 32 UST 283.

ARTICLE II

The areas of cooperation may initially include, but will not necessarily be limited to, the following:

1 - Health manpower planning.

2 - Development of maintenance systems for hospital facilities and hospital equipment.

3 - Research in health care delivery systems.

4 - Health information systems, planning and budgeting, financing and accounting.

5 - Biomedical research.

ARTICLE III

The joint activities under this Agreement, and those that might arise in its implementation, will be determined by prior consultation between experts and officials of both countries and will be executed on the basis of the health policy of both countries, through specific implementing agreements.

ARTICLE IV

For the purposes cited in the previous Article, both Parties will designate, for each particular activity, a working group of health personnel that will meet as many times as necessary to plan and review projects, and to initiate the means of implementation of such projects.

ARTICLE V

For the development of the cooperation contemplated by this Agreement, both Parties will utilize the following mechanisms:

1 - Execution of joint projects and programs in agreed areas.

2 - Organization of seminars, courses, practical training and other types of meetings to consider specific subjects in the health area, and to identify joint projects and programs.

3 - Exchange of scientists, technicians and experts in health matters.

4 - Exchange of information on policies, practical applications and legislation and regulations in health matters, and also on advancement io biomedical research.

5 - Any other mechanism that the parties consider suitable and which permits mutual consultation and exchange of experiences.

ARTICLE VI

To generate increased activity or increased participation by other government agencies, by scientific and academic communities, and by the private sector, both Parties will encourage and facilitate the contacts between appropriate specialists and entities, and will work towards the attainment of long-term cooperation in health programs.

ARTICLE VII

Activities under this Agreement shall be subject to budgetary appropriations and to the applicable laws and regulations in each country, and financing of the costs for the cooperative activities shall be determined by mutual agreement between the two Parties.

ARTICLE VIII

The Secretary of Health and Human Services has designated the Office of International Health as the responsible entity for implementing this Agreement for the Department.

The Minister of Health and Social Assistance has designated the International Office of Public Health as the reponsible entity for implementing this Agreement for the Ministry.

ARTICLE IX

Nothing in this Agreement shall be interpreted to prejudice or modify any existing understanding or agreement between the Department and the Ministry. However, such arrangements may also be incorporated into the framework of this Agreement as may be mutually agreed.

ARTICLE X

This Agreement shall enter into force upon signature or upon entry into force of the aforementioned Agreement for Scientific and Technological Cooperation, whichever date is later,[1] and shall remain in force for five years, unless terminated earlier by either Party upon six months' written notice to the other Party. It may be modified or extended by mutual agreement of the Parties. In the event of termination of this Agreement, arrangements will be made for completion of activities already underway pursuant thereto.

ARTICLE XI

In the event that both Parties decide to review, extend, or modify this Agreement, it will be done through diplomatic channels.

Signed in Caracas this 11th day of August, 1980, in duplicate in the English and Spanish languages, both being equally authentic.

FOR THE DEPARTMENT OF HEALTH AND HUMAN SERVICES OF THE UNITED STATES OF AMERICA

William H. Luers
Ambassador Extraordinary and Plenipotentiary

FOR THE MINISTRY OF HEALTH AND SOCIAL ASSISTANCE OF THE REPUBLIC OF VENEZUELA

Dr. Alfonso Benzecry
Minister of Health and Social Assistance

[1] July 22, 1983.

ACUERDO DE COOPERACION CIENTIFICA Y TECNOLOGICA PARA EL SECTOR SALUD ENTRE EL DEPARTAMENTO DE SALUD Y SERVICIOS HUMANOS DE LOS ESTADOS UNIDOS DE AMERICA Y EL MINISTERIO DE SANIDAD Y ASISTENCIA SOCIAL DE LA REPUBLICA DE VENEZUELA.

El Departamento de Salud y Servicios Humanos de los Estados Unidos de América y el Ministerio de Sanidad y Asistencia Social de la República de Venezuela, de acuerdo a lo previsto en el Acuerdo para una Cooperación Científica y Tecnológica suscrito por ambos gobiernos el 11 de enero de 1980.

Afirmando su deseo de trabajar juntos para desarrollar programas de cooperación en salud, convencidos que el desarrollo de tal cooperación servirá para reforzar los lazos existentes entre ambos países, y simultáneamente apoyará la obtención de metas domésticas de salud.

ACUERDAN

ARTICULO PRIMERO. - El Departamento de Salud y Servicios Humanos de los Estados Unidos de América y el Ministerio de Sanidad y Asistencia Social de la República de Venezuela se comprometen a llevar a cabo un programa de cooperación en materia de salud.

ARTICULO SEGUNDO. - Las áreas de cooperación podrán incluír inicialmente, pero no necesariamente quedarán limitadas, a las siguientes:

1. - Planificación de recursos humanos de salud.
2. - Desarrollo de sistemas de mantenimiento de edificaciones hospitalarias, y de equipos de hospital.

TIAS 10651

3. - Investigación de la prestación de los servicios de salud.

4. - Sistemas de información, planificación y presupuesto, financiamiento y contabilidad, en el área de la salud.

5. - Investigación bio-médica.

ARTICULO TERCERO. - Las actividades conjuntas, objeto de este Acuerdo, y las que surjan como implementación del mismo, serán determinadas previa consulta entre los funcionarios y expertos de ambos países, y serán ejecutadas con base en la política de salud de ambos países, a través de la implementación de convenios específicos.

ARTICULO CUARTO. - A los fines de lo previsto en el Artículo anterior, las partes designarán, para cada actividad particular, un grupo de trabajo del sector salud, que se reunirá tantas veces como sea necesario, para planificar y revisar proyectos, e iniciar los medios de implementación de dichos proyectos.

ARTICULO QUINTO. - Para el desarrollo de la cooperación objeto de este Acuerdo, las partes utilizarán los mecanismos siguientes:

1. - Ejecución de los proyectos y programas conjuntos en las áreas convenidas.

2. - Organización de seminarios, cursos, pasantías y otros tipos de reuniones para considerar materias específicas en el área de la salud, y para identificar proyectos y programas conjuntos.

3. - Intercambio de científicos, técnicos y expertos en materia de salud.

4. - Intercambio de información sobre políticas, aplicaciones prácticas y legislación y regulaciones en materia de salud, así como sobre los adelantos en el campo de investigación bio-médica.

5. - Cualquier otro mecanismo que estimen conveniente las partes y que permita consultas recíprocas e intercambio de experiencias.

ARTICULO SEXTO. - Para generar aumento de las actividades o aumento de la participación de las otras agencias de gobierno y de las comunidades científicas, académicas y del sector privado, las partes estimularán y facilitarán los contactos entre las entidades y especialistas apropiados y trabajarán para la consecución de cooperación en materia de salud a largo plazo.

ARTICULO SEPTIMO. - Las actividades objeto de este Acuerdo estarán sujetas a las disponibilidades presupuestarias y a las leyes y regulaciones aplicables en cada país, y el financiamiento de los gastos para las actividades de cooperación se determinará de mutuo acuerdo entre las partes.

ARTICULO OCTAVO. - El Secretario del Departamento de Salud y Servicios Humanos ha designado la Oficina de Salud Internacional como la Entidad responsable, por parte del Departamento, de la implementación de este Acuerdo. El Ministro de Sanidad y Asistencia Social ha designado la Oficina de Salud Pública Internacional por parte del Ministerio, como la Entidad responsable de la implementación de este Acuerdo.

ARTICULO NOVENO. - Nada de lo contenido en este Acuerdo se podrá interpretar para perjudicar o modificar cualquier acuerdo o entendimiento existente entre el Departamento y el Ministerio. Sin embargo, tales arreglos pudieran ser incorporados dentro de la estructura de este convenio, también de mutuo acuerdo.

ARTICULO DECIMO. - Este Acuerdo entrará en vigor en la fecha de su firma o al entrar en vigor el antedicho Acuerdo para una Cooperación Científica y Tecnológica, cualquiera que sea la última fecha de las dos, y permanecerá en vigor por un lapso de cinco años, a menos que

cualquiera de las partes lo dé por terminado con anterioridad a esa fecha mediante comunicación por escrito a la otra parte, con seis meses de anticipación. Podrá ser modificado o prorrogado por mutuo acuerdo de las partes.

En el caso de dar por terminado el presente Acuerdo, se tomarán las medidas necesarias para finalizar las actividades ya emprendidas en virtud del mismo.

ARTICULO DECIMO PRIMERO. - En caso de que ambas partes decidieran revisar, extender, o modificar el presente Acuerdo se hará por la vía diplomática.

Firmado en Caracas, a los once días del mes de agosto de 1980, en dos ejemplares originales en los idiomas inglés y español, siendo ambos textos auténticos.

POR EL DEPARTAMENTO DE SALUD Y SERVICIOS HUMANOS DE LOS ESTADOS UNIDOS DE AMERICA

William H. Luers
Embajador Extraordinario
y Plenipotenciario

POR EL MINISTERIO DE SANIDAD Y ASISTENCIA SOCIAL DE LA REPUBLICA DE VENEZUELA

Dr. Alfonso Benzecry
Ministro de Sanidad
y Asistencia Social

VENEZUELA

Agriculture

Agreement signed at Caracas April 10, 1980;
Entered into force July 22, 1983.

AGREEMENT ON AGRICULTURAL COOPERATION
BETWEEN THE DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA
AND THE MINISTRY OF AGRICULTURE OF THE REPUBLIC OF VENEZUELA

The Department of Agriculture of the United States of America (the "Department") and the Ministry of Agriculture of the Republic of Venezuela (the "Ministry") reaffirm their desire to work together in developing programs and exchanges in the field of agriculture. Both parties believe that the expansion of such cooperation will strengthen existing ties and lead to the growth of mutual economic benefits. To assist in the attainment of these goals both Parties have expressed their intention to explore joint activities needed to broaden scientific and technical cooperation in agriculture.

Joint activities will be determined after consultation between experts of both countries and will be implemented through mutual agreement and in conformity with the agricultural policies of both countries. Such activities will be subject to the terms of the Agreement for Scientific and Technological Cooperation between the Government of the United States of America and the Government of the Republic of Venezuela, signed at Caracas on January 11, 1980.[1]

ARTICLE I

In order to facilitate expansion of cooperation and provide guidance a working group on agriculture will be formed and meet periodically, as mutually agreed, to plan and review project activities and to initiate means for project implementation.

[1] TIAS 10649; 32 UST 283.

ARTICLE II

Cooperation will be effected through the exchange of materials and information, symposia and conferences, exchanges of scientists, specialists, researchers, trainers and trainees, and such other means as may mutually be agreed by the Parties.

ARTICLE III

To generate increased activity by other interested government agencies and the scientific, academic, and business communities of the two countries, the Parties shall encourage and facilitate contacts between appropriate specialists and entities and work toward long-term cooperation in programs of research, extension and training.

ARTICLE IV

In accord with established practices each Party will bear the costs of its participation and that of its personnel in activities under this Agreement unless otherwise mutually agreed by the two Parties. All activities under this Agreement shall be subject to the availability of funds.

ARTICLE V

The Secretary of Agriculture of the United States of America has designated the Department's Office of International Cooperation and Development as the responsible entity for implementing this Agreement for the Department.

The Minister of Agriculture of the Republic of Venezuela has designated the Junta Administradora of the Fondo Nacional de Investigaciones Agropecuarias as the responsible entity for implementing this Agreement for the Ministry.

ARTICLE VI

Nothing in this Agreement shall be interpreted to prejudice or modify existing understandings or agreements between the Department and the Ministry.

ARTICLE VII

This Agreement shall enter into force upon signature or upon the entry into force of the aforementioned Agreement for Scientific and Technological Cooperation, whichever date is later,[1] and shall remain in force for five years, unless terminated earlier by either Party upon six months' written notice to the other Party. It may be modified or extended by mutual agreement of the Parties. In the event of termination of this Agreement, arrangements will be made for completion of activities already underway pursuant thereto.

Done at Caracas, this 10th day of April, 1980, in duplicate in the English and Spanish languages, both equally authentic.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

William H. Luers
Ambassador Extraordinary
and Plenipotentiary

FOR THE MINISTRY OF AGRICULTURE
OF THE REPUBLIC OF VENEZUELA

Luciano Valero
Minister of Agriculture

FOR THE DEPARTMENT OF AGRICULTURE
OF THE UNITED STATES OF AMERICA

Quentin M. West
Special Assistant for International
Scientific & Technical Cooperation

[1] July 22, 1983.

ACUERDO SOBRE LA COOPERACION AGRICOLA ENTRE EL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS DE AMERICA Y EL MINISTERIO DE AGRICULTURA Y CRIA DE LA REPUBLICA DE VENEZUELA.

El Departamento de Agricultura de los Estados Unidos de América (EL DEPARTAMENTO) y el Ministerio de Agricultura y Cría de la República de Venezuela (EL MINISTERIO), reafirman sus deseos de aunar sus esfuerzos para organizar programas e intercambios en el sector de la agricultura. Ambas partes consideran que la expansión de dicha cooperación intensificará los vínculos existentes y conducirá al crecimiento de beneficios económicos mútuos. Para lograr estos objetivos ambas partes han expresado su propósito de estudiar conjuntamente las actividades necesarias para ampliar la cooperación científica y técnica en lo que respecta a la agricultura. Previas consultas entre expertos de ambas partes, se especificarán las actividades conjuntas que se emprenderán, las cuales se llevarán a la práctica mediante procedimientos establecidos de mutuo acuerdo y con arreglo a las políticas agrícolas de ambos países. Dichas actividades estarán sujetas a los Términos de Acuerdo para la Cooperación Científica y Tecnológica entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Venezuela, suscrito en Caracas, el 11 de Enero de 1980. ARTICULO I.- Con el fin de facilitar una mayor cooperación y brindar la orientación necesaria, se establecerá un grupo de trabajo para agricultura, el cual se reunirá periódicamente, según se convenga por acuerdo mutuo de las partes, para planear y examinar las actividades relativas a un proyecto y poner en marcha su implementación. ARTICULO II.- La cooperación se llevará a cabo mediante el canje de materiales e información, simposios y conferencias, intercambio de científicos, especialistas, investigadores, personal de y en adiestramiento y por otros medios que las partes decidan de mutuo acuerdo. ARTICULO III.- A los efectos de promover una mayor actividad por parte de otros organismos gubernamentales interesados, asi como de los medios científicos, académicos y empresariales de los dos países, las partes alentarán y facilitarán el establecimiento de contactos entre especialistas y entidades competentes y desplegarán sus esfuerzos en pro de una cooperación a largo plazo en Programas de Investigación, Extensión y Capacitación. ARTICULO IV.- De conformidad con las prácticas establecidas, cada parte sufragará los costos de su participación y la de su personal en las actividades convenidas, a menos que las partes decidan lo contrario de mutuo acuerdo. Todas las actividades realizadas al amparo del presente Acuerdo, estarán sujetas a la disponibilidad de Fondos.- ARTICULO V.- El Secretario de Agricultura de los Estados Unidos ha designado a la Office of International Cooperation and Development del Departamento como la Entidad encargada de poner en práctica el presente Acuerdo en nombre del DEPARTAMENTO. El Ministerio de Agricultura y Cría de la República de Venezuela ha designado a la Junta Administradora del Fondo Nacional de Investigaciones Agropecuarias como la Entidad encargada de poner en práctica el presente Acuerdo en nombre del MINISTERIO. ARTICULO VI.- Nada de lo estipulado en el presente Acuerdo se entenderá de manera que perjudique o modifique ningún entendimiento o acuerdo en vigor entre EL DEPARTAMENTO Y EL MINISTERIO. ARTICULO VII.- El presente Acuerdo entrará en vigor en la fecha de su firma o al entrar en vigor el antedicho Acuerdo para la Cooperación Científica y Tecnológica, en cualquiera que sea la última fecha de las dos, y permanecerá en vigor por un plazo de cinco años, a menos que cualquiera de las partes lo de por terminado con anterioridad a esa fecha mediante comunicación por escrito a la otra parte con seis meses de anticipación. Podrá ser modificado o prorrogado por mutuo acuerdo de las partes. En el caso de dar por terminado el presente Acuerdo, se tomarán las medidas necesarias pa-

ra finalizar las actividades ya emprendidas en virtud del mismo.

Hecho en Caracas, a los diez días del mes de abril de mil novecientos ochenta, en duplicado en los idiomas inglés y español, siendo ambos textos auténticos.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

William H. Luers
Embajador Extraordinario y Plenipotenciario.

POR EL MINISTERIO DE AGRICULTURA Y CRIA.

Luciano Valero
Ministro de Agricultura y Cría.

POR EL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS DE AMERICA

Quentin M. West.
Asistente Especial para la Cooperación Científica y Tecnológica Internacional.

MEXICO

Stolen Property: Vehicles and Aircraft

Convention signed at Washington January 15, 1981;
Transmitted by the President of the United States of America to the Senate September 29, 1981 (Treaty Doc. No. 97-18, 97th Cong., 1st Sess.);
Reported favorably by the Senate Committee on Foreign Relations July 1, 1982 (S. Ex. Rept. No. 97-55, 97th Cong., 2d Sess.);
Advice and consent to ratification by the Senate September 30, 1982;
Ratified by the President October 22, 1982;
Ratified by Mexico November 11, 1982;
Ratifications exchanged at Mexico June 28, 1983;
Proclaimed by the President August 2, 1983;
Entered into force June 28, 1983.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention between the United States of America and the United Mexican States for the Recovery and Return of Stolen or Embezzled Vehicles and Aircraft was signed at Washington on January 15, 1981, the text of which is hereto annexed;

The Senate of the United States of America by its resolution of September 30, 1982, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention;

The Convention was ratified by the President of the United States of America on October 22, 1982, in pursuance of the advice and consent of the Senate, and was ratified on the part of the United Mexican States;

The instruments of ratification of the Convention were exchanged at Mexico on June 28, 1983, and accordingly the Convention entered into force on June 28, 1983;

NOW, THEREFORE, I, Ronald Reagan, President of the United States of America, proclaim and make public the Convention to the end that it be observed and fulfilled with good faith on and after June 28, 1983, 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 signed this proclamation 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 eighty-three and of the Independence of the United States of America the two hundred eighth.

[SEAL]

RONALD REAGAN

By the President:
GEORGE P. SHULTZ
Secretary of State

TIAS 10653

CONVENTION BETWEEN
THE UNITED STATES OF AMERICA
AND THE UNITED MEXICAN STATES
FOR THE RECOVERY AND RETURN OF
STOLEN OR EMBEZZLED VEHICLES AND AIRCRAFT

The United States of America and the United Mexican States,

Reaffirming their desire to continue to assist each other within an adequate legal framework in the recovery and return of vehicles and aircraft stolen or embezzled in one country and found in the territory of the other,

Recognizing that the Convention concluded at Mexico City on October 6, 1936, [1] is no longer adequate for these purposes,

Have agreed as follows:

[1] TS 914; 50 Stat. 1333; 9 Bevans 1020.

ARTICLE I

(1) The United Mexican States agrees to return to the United States of America, in accordance with the provisions of this Convention, any vehicle or aircraft registered or otherwise documented in the United States of America which has been stolen or embezzled in the United States of America and found in the territory of the United Mexican States.

(2) The United States of America agrees to return to the United Mexican States, in accordance with the provisions of this Convention, any vehicle or aircraft registered or otherwise documented in the United Mexican States which has been stolen or embezzled in the United Mexican States and found in the territory of the United States of America.

(3) The Requested State may refuse to return a stolen or embezzled vehicle if the request for return is not made within forty-five days of the notification referred to in Article II, paragraph (1), or a stolen or embezzled aircraft if the request for return is not made within sixty days of the notification referred to in Article II, paragraph (2). Consistent with this provision, the Parties will not forfeit or undertake administrative auctions of vehicles or aircraft registered or otherwise documented under the laws of the other Party within forty-five or sixty days, respectively, of giving notification of seizure, or while the decision on a request for return is pending. The Requested State may also refuse to return a stolen or embezzled vehicle or aircraft if, in accordance with the laws of that State, it has been awarded by a court to a third party in a civil action or sold at public auction by an Authority which, at

the time of the auction, had no information that it had been stolen or embezzled within the meaning of this Convention.

(4) The Requested State may refuse to return an embezzled vehicle or aircraft that is subject to forfeiture under the laws of that State because it was used in its territory in the commission of a felony. In making its decision, the Requested State will give due consideration to any information provided by the Requesting State tending to show that the enterprise from which it was embezzled was not in complicity with the felon. If the Requested State decides not to return an embezzled vehicle or aircraft under this provision, it shall notify the Embassy of the Requesting State of its refusal and the reasons therefor as soon as practicable after receipt of the request for return.

ARTICLE II

(1) Whenever an Authority of one of the Parties seizes a vehicle which may be registered or otherwise documented under the laws of the other Party, the former shall make every effort to notify the other Party within one month of such seizure. Notification may be effected by the delivery of lists of such vehicles at least once each month to the Embassy of the other Party, by direct communication between the seizing Authority and the nearest consulate of the other Party, or by any other mutually acceptable method.

(2) Each Party shall notify the Embassy of the other of the seizure in its territory of any aircraft which may be registered in the other country within fifteen days of such seizure.

(3) The notifications referred to in paragraphs (1) and (2) shall contain all available identifying data about the vehicle or aircraft and shall specify its location, the Authority having custody, as well as information which indicates whether it was seized in connection with the commission of a felony.

(4) The Authority seizing a vehicle or aircraft which may be registered or otherwise documented under the laws of the other Party shall take it promptly to a storage area. There shall be no further operation of such vehicle or aircraft except in one of the following circumstances:

(a) It is determined that the vehicle or aircraft has not been stolen or embezzled within the meaning of this Convention;

(b) The return of the vehicle or aircraft is refused in accordance with Article I, paragraph (3) or (4), of this Convention, and the Embassy of the Requesting State is notified of that decision;

(c) In the case of a vehicle, no request for its return is filed within forty-five days of notification of seizure pursuant to paragraph (1) of this Article;

(d) In the case of an aircraft, no request for its return is filed within sixty days of notification of seizure pursuant to paragraph (2) of this Article.

ARTICLE III

(1) The request for the return of a vehicle shall be submitted by a consular officer of the Requesting State to the Authority of the Requested State having custody of the

vehicle. The request shall be under seal of the consular office and in the language of the Requested State and shall follow the form appended in Annex A. A copy of that request shall be transmitted under cover of a note to the foreign ministry of the Requested State. A request shall be made only after receipt by the consular officer of properly notarized evidence of ownership and other documents as specified below:

(a) (i) The title of ownership to the vehicle or a certified copy thereof, if the vehicle is subject to titling, but, if a title document is not available, a certified statement from the titling Authority that the vehicle is titled and specifying the person to whom it is titled;

(ii) The certificate of registration of the vehicle or a certified copy thereof, if the vehicle is subject to registration, but, if a registration document is not available, a certified statement from the registering Authority that the vehicle is registered and specifying the person to whom it is registered;

(iii) The bill of sale or other documentation which establishes ownership of the vehicle, or a certified copy thereof, in the event the vehicle is not titled or registered.

(b) The document of transfer, or a certified copy thereof, if subsequent to the theft or embezzlement the owner of the vehicle at the time of its theft or embezzlement has transferred ownership to a third party.

(c) A certified copy of the theft report, made within a reasonable time to a competent Authority, and a translation thereof. In the event that the theft report is made subsequent to the seizure of the vehicle, the person seeking its return shall furnish a document justifying to the satisfaction of the Requested State the reasons for delay in reporting the theft and may provide any supporting documentation therefor.

(d) In cases in which the person requesting the return of a vehicle is not the owner, a power of attorney granted in the presence of a notary public by the owner or his legal representative, authorizing that person to recover the vehicle.

(2) The request for the return of an aircraft shall be submitted by a consular officer of the Embassy of the Requesting State to the Authority of the Requested State having custody of the aircraft. The request shall be under seal of the consular office and in the language of the Requested State and shall follow the form appended in Annex B. A copy of that request shall be transmitted under cover of a note to the foreign ministry of the Requested State. A request shall be made only after receipt by the consular officer of properly notarized evidence of ownership and other documents as specified below:

(a) The bill of sale or other documentation which establishes ownership of the aircraft, or a certified copy thereof.

(b) The certificate of registration of the aircraft or a certified copy thereof but, if the certificate is not available, a certified statement from the registering Authority that the aircraft is registered and specifying the person to whom it is registered.

(c) The document of transfer, or a certified copy thereof, if subsequent to the theft or embezzlement the owner of the aircraft at the time of its theft or embezzlement has transferred ownership to a third party.

(d) A certified copy, and a translation thereof, of the investigative report by the customs service of the Requesting State, or other federal law enforcement agency designated for such purpose, reflecting that the aircraft was in fact stolen, or, in the case of an embezzled aircraft, describing the circumstances surrounding the rental. The investigative report shall include a copy of any theft report made within a reasonable time to a competent Authority. In the event that the theft report is made subsequent to the seizure of the aircraft, the person seeking its return shall furnish a document justifying to the satisfaction of the Requested State the reasons for delay in reporting the theft and may provide any supporting documentation therefor. Once a request for return has been made, the Requested State may seek additional information reflecting the circumstances surrounding the rental; likewise, the Requesting State may supplement the information which it originally provided.

(e) In cases in which the person requesting the return of an aircraft is not the owner, a power of attorney granted in the presence of a notary public by the owner or his legal representative, authorizing that person to recover the aircraft.

(3) Unless otherwise agreed by the Parties, the request for the return of a vehicle or aircraft shall be accompanied by certified copies of the documents examined by the consular officers, and translations shall only be required of documents as specified in paragraphs (1) and (2) of this Article.

ARTICLE IV

(1) The Authority having custody of the vehicle or aircraft shall determine whether the request for its return meets the requirements of this Convention as soon as practicable after the receipt of such request.

(2) When a request for the return of a vehicle or aircraft has been found to meet the requirements of this Convention by the Authority having custody of the vehicle or aircraft, the vehicle or aircraft shall be delivered within fifteen days to the individual identified in the request as the owner or his authorized representative.

(3) If a vehicle or aircraft whose return is requested is held in relation to a criminal investigation or prosecution, the return shall be effected when its presence is no longer required for purposes of that investigation or prosecution.

ARTICLE V

The Requested State shall take the measures necessary to permit the owner or his authorized representative to take delivery of a vehicle or aircraft and to return with it to the territory of the Requesting State.

ARTICLE VI

(1) A Requested State shall not impose any duties, nor fines or other monetary penalties upon vehicles or aircraft returned in accordance with the terms of this Convention.

(2) The actual expenses incurred in the return of a vehicle or aircraft shall be borne by the person seeking its return and shall be paid prior to the return of the vehicle or aircraft.

(3) The cost of translating the documents referred to in Article III, paragraphs (1)(c) and (2)(d), shall be considered an expense of the return of a vehicle or aircraft.

(4) In particular cases, the expenses of return may include the cost of any repairs or reconditioning of a vehicle or aircraft which may have been necessary to permit the vehicle or aircraft to be moved to a storage area or to maintain it in the condition in which it was found. The person seeking the return of a vehicle or aircraft shall not be responsible for the costs of any other work performed on the vehicle or aircraft while it was in the custody of an Authority of the Requested State.

(5) No person shall be entitled to compensation from the Authorities who found the vehicle or aircraft for any damages resulting from its recovery or storage in accordance with the provisions of this Convention.

ARTICLE VII

For purposes of this Convention:

(1) A vehicle or aircraft will be considered to be "stolen" when possession thereof has been obtained without

the consent of the owner or other person legally authorized to use such vehicle or aircraft.

(2) A vehicle or aircraft shall be considered to be "embezzled" only when:

(a) it is unlawfully converted by the person who had rented it from an enterprise legally authorized for that purpose and in the normal course of business, or

(b) it is unlawfully converted by a person with whom it has been deposited by official or judicial action.

With respect to vehicles or aircraft found to have been embezzled, it will be presumed that the unlawful conversion took place in the Requesting State.

(3) "Felony" means any extraditable offense under the terms of the treaty of extradition in force between the Parties.

(4) "Storage area" means the place in which Authorities normally keep seized vehicles or aircraft.

(5) "Vehicle" means any automobile, truck, bus, motorcycle, motorhome, or trailer.

(6) "Aircraft" means any self-propelled vehicle used or designed for flight.

(7) "Certified copy" means any copy certified to be a true copy of the original by the issuing Authority or by a consular officer of one Party duly accredited to the other.

ARTICLE VII

(1) Disputes arising as to the application of this Convention shall be settled through diplomatic channels.

(2) This Convention shall be subject to ratification. It shall enter into force on the date of the exchange of instruments of ratification [1] and shall remain in force indefinitely. This Convention shall supersede the Convention of October 6, 1936.

(3) After this Convention has been in force for one year, either of the two Parties can request a meeting for the purpose of reviewing the way in which it has been implemented.

(4) It may be terminated by means of a written notification from either Party to the other, in which case it will expire ninety days from the date of receipt of such notification.

DONE AT Washington, in duplicate, this 15th day of January, 1981, in the English and Spanish languages, each text of which shall be equally authentic.

FOR THE UNITED STATES OF AMERICA: [2]

FOR THE UNITED MEXICAN STATES: [3]

[1] June 28, 1983.
[2] Robert Krueger.
[3] Hugo B. Margain.

ANNEX A

Request for the Return of a
Stolen or Embezzled Vehicle

The Consulate at ( ) (or the Embassy) of the ( ) respectfully requests that (the appropriate authority) return the vehicle described below to its owner, in accordance with the Convention between the United States of America and the United Mexican States for the Recovery and Return of Stolen or Embezzled Vehicles and Aircraft:

Make:
Model (Year):
Type:
Vehicle Identification Number:
License Plates:
Registered Owner:

The Consulate (or the Embassy of) certifies that it has examined the following documents which have been presented by _____ as evidence of his/her ownership of the vehicle and found them to be properly certified under the laws of _____.

a.
b.
c.
d.

Complimentary closing

Place and date

Attachments

ANNEX B

Request for Return of
Stolen or Embezzled Aircraft

The Embassy of the _____ respectfully requests that (the appropriate authority) return the aircraft described below to its owner, in accordance with the Convention between the United States of America and the United Mexican States for the Recovery and Return of Stolen or Embezzled Vehicles and Aircraft:

Make:
Model (Year):
Serial Number:
Registration Number:
Registered Owner:

The Embassy of ( ) certifies that it has examined the following documents which have been presented by _____ as evidence of his/her ownership of the aircraft and found them to be properly certified under the laws of _____.

a.
b.
c.
d.

Complimentary closing

Place and date

Attachments

CONVENCION ENTRE

LOS ESTADOS UNIDOS DE AMERICA

Y LOS ESTADOS UNIDOS MEXICANOS

PARA LA RECUPERACION Y DEVOLUCION DE VEHICULOS Y

AERONAVES ROBADOS O MATERIA DE DISPOSICION ILICITA

Los Estados Unidos de América y los Estados Unidos Mexicanos,

Reafirmando su deseo de continuar bajo un marco jurídico adecuado la asistencia mutua en la recuperación y devolución de vehículos y aeronaves robados o que hayan sido materia de disposición ilícita en un país y encontrados en el territorio del otro,

Reconociendo que la Convención celebrada entre ambos países en la Ciudad de México el 6 octubre de 1936 ya no es adecuada para tal fin,

Han acordado lo siguiente:

ARTICULO I

(1) Los Estados Unidos Mexicanos convienen de devolver a los Estados Unidos de América, de conformidad con las disposiciones de esta Convención, cualquier vehículo o aeronave registrado o titulado de alguna otra forma en los Estados Unidos de América que haya sido robado o materia de disposición ilícita en los Estados Unidos de América y encontrado en el territorio de los Estados Unidos Mexicanos.

(2) Los Estados Unidos de América convienen en devolver a los Estados Unidos Mexicanos, de conformidad con las disposiciones de esta Convención, cualquier vehículo o aeronave registrado o titulado de alguna otra forma en los Estados Unidos Mexicanos que haya sido robado o materia de disposición ilícita en los Estados Unidos Mexicanos y encontrado en el territorio de los Estados Unidos de América.

(3) El Estado requerido podrá negarse a devolver un vehículo robado o que haya sido materia de disposición ilícita si la solicitud para la devolución no se hace dentro de los cuarenta y cinco días siguientes a la notificación a que se refiere el artículo II, párrafo (1), o una aeronave robada o que haya sido materia de disposición ilícita si la solicitud para su devolución no se hace dentro de los sesenta días siguientes a la notificación a que se refiere el artículo II, párrafo (2). De conformidad con esta disposición, las Partes no decomisarán ni efectuarán remates administrativos de vehículos o aeronaves registrados o titulados de alguna otra forma de acuerdo con las leyes de la otra Parte dentro de los cuarenta y cinco o sesenta días, respectivamente, contados a

patir de la fecha en que se haya hecho la notificación de la detención o mientras esté pendiente la decisión sobre una solicitud de devolución. El Estado requerido puede igualmente rehusarse a devolver un vehículo o aeronave robado o materia de disposición ilícita si, de conformidad con las leyes de ese Estado, el vehículo o la aeronave ha sido adjudicado por una autoridad judicial en un juicio civil a un tercero o vendido en subasta pública por una autoridad que, al momento de la subasta, no tenía información de que había sido robado o materia de disposición ilícita según los términos de esta Convención.

(4) El Estado requerido podrá negarse a devolver un vehículo o aeronave que haya sido materia de disposición ilícita si es susceptible de decomiso según las leyes de ese Estado por haber sido utilizado dentro de su territorio para la comisión de un delito. Al decidir sobre el particular, el Estado requerido deberá tomar en cuenta toda la información proporcionada por el Estado requirente que tenga por fin demostrar que la empresa que sufrió la disposición ilícita no actúa en complicidad con el delincuente. Si el Estado requerido decide no devolver un vehículo o una aeronave objeto de disposición ilícita con base en el presente párrafo, notificará a la Embajada del Estado requirente su posición y los motivos de la misma, tan pronto como sea factible después del recibo de la solicitud de devolución.

ARTICULO II

(1) Cuando una autoridad de una de las Partes detenga un vehículo que pueda estar registrado o titulado de alguna otra forma de conformidad con las leyes de la otra Parte,

aquélla deberá hacer cuanto sea posible para notificar a la otra Parte dentro de un mes contado a partir de dicha detención. La notificación podrá efectuarse mediante la entrega de listas de tales vehículos por lo menos una vez al mes a la Embajada de la otra Parte, por comunicación directa entre la autoridad que efectuó la detención y el Consulado más cercano de la otra Parte, o por cualquier otro método que fuese mutuamente aceptado.

(2) Cada Parte deberá notificar a la Embajada de la otra Parte cualquier detención en su territorio de una aeronave que pueda estar registrada en la otra Parte, dentro de los quince días siguientes a dicha detención.

(3) Las notificaciones a que se refieren los párrafos (1) y (2) contendrán todos los datos disponibles sobre el vehículo o la aeronave e indicarán la ubicación del mismo, la autoridad encargada de su custodia, así como información que permita conocer si dicho vehículo o aeronave ha sido detenido en relación con la comisión de un delito.

(4) La autoridad que detenga un vehículo o aeronave que pueda estar registrado o titulado en otra forma de acuerdo con las leyes de la otra Parte, deberá remitirlo a la brevedad posible a un lugar de depósito. No deberá usarse dicho vehículo o aeronave excepto en alguna de las siguientes circunstancias:

(a) Si se determina que el vehículo o aeronave no ha sido robado ni materia de disposición ilícita, según los términos de esta Convención.

(b) Si la devolución de la aeronave o vehículo es rehusada de acuerdo con el artículo I, párrafos (3) o (4) de esta Convención y si se notifica esa decisión a la Embajada del Estado requirente.

(c) Tratándose de un vehículo, si no se presenta la solicitud para su devolución dentro de los cuarenta y cinco días siguientes a la notificación de su detención, de acuerdo con el párrafo (1) de este artículo.

(d) Tratándose de una aeronave, si no se presenta la solicitud para su devolución dentro de los sesenta días siguientes a la notificación de la detención, de acuerdo con el párrafo (2) de este artículo.

ARTICULO III

(1) La solicitud de devolución de un vehículo deberá ser presentada por un funcionario consular del Estado requirente a la autoridad del Estado requerido que tenga la custodia del vehículo. La solicitud deberá estar autorizada con el sello de la oficina consular, escrita en el idioma del Estado requerido y deberá ajustarse a la forma que se acompaña como Anexo A. Una copia de esa solicitud deberá remitirse con una nota al Ministerio de Relaciones Exteriores del Estado requerido. La solicitud sólo podrá formularse después de que el funcionario consular reciba la prueba de propiedad debidamente notariada y otros documentos tal como se especifica a continuación:

(a) (1) Título de propiedad del vehículo, o copia certificada de dicho título, si el vehículo está sujeto a titulación. En el caso de que el título no estuviese disponible, constancia expedida por la autoridad competente para expedir tales títulos, en la que se haga constar que el vehículo está titulado y en la que se especifique la persona a quien se le ha titulado.

(ii) Certificado de registro del vehículo, o copia certificada del mismo, si el vehículo está sujeto a registro. En el caso de que el documento de registro no estuviese disponible, constancia expedida por la autoridad competente para efectuar el registro, en la que se haga constar que el vehículo está registrado y en la que se especifique la persona a cuyo nombre se encuentre registrado.

(iii) Factura u otros documentos que acrediten la propiedad del vehículo, o copia certificada de dichos documentos, en el caso de que el vehículo no estuviera titulado o registrado.

(b) Documento de cesión, o copia certificada del mismo, si con posterioridad al robo o disposición ilícita, el dueño del vehículo en el momento que ocurrió el robo o disposición ilícita hubiese cedido la propiedad a un tercero.

(c) Copia certificada de la denuncia del robo hecha dentro de un tiempo razonable ante la autoridad competente y traducción de la misma. En el caso de que la denuncia del robo se hubiese hecho con posterioridad a la detención del vehículo, la persona que pide su devolución deberá proporcionar un documento que justifique a satisfacción del Estado requerido las razones de su tardanza en denunciar el robo y podrá proporcionar cualquier otra documentación que la fundamente.

(d) Poder otorgado ante Notario Público por el propietario o su representante legal en el que se autorice a otra persona a recuperar el vehículo, en

los casos en que quien solicita la devolución no sea el propietario.

(2) La solicitud de devolución de una aeronave deberá ser presentada por un funcionario consular de la Embajada del Estado requirente a la autoridad del Estado requerido que tenga custodia de la aeronave. La solicitud deberá estar autorizada con el sello de la oficina, escrita en el idioma del Estado requerido y deberá ajustarse a la forma que se acompaña como Anexo B. Copia de dicha solicitud deberá remitirse con una nota al Ministerio de Relaciones Exteriores del Estado requerido. La solicitud sólo podrá formularse después de que el funcionario consular reciba la prueba de propiedad, debidamente notariada y otros documentos tal como se especifica a continuación:

(a) Factura u otro documento que acredite la propiedad de la aeronave, o copia certificada de dicho documento.

(b) Certificado de registro de la aeronave, o copia certificada del mismo. En el caso de que el certificado no estuviera disponible, constancia expedida por la autoridad competente para registrar la aeronave, en la que se haga constar que la aeronave está registrada y en la que se especifique la persona a cuyo nombre se encuentra registrada.

(c) Documento de cesión, o copia certificada del mismo, si con posterioridad al robo o disposición ilícita, el dueño de la aeronave en el momento en que ocurrió el robo o disposición ilícita hubiese cedido la propiedad a un tercero.

(d) Copia certificada, y traducción de la misma, del informe sobre la investigación hecha por los servicios de aduana del Estado requirente, o por otro organismo federal para la aplicación de la ley que haya sido designado al efecto, en el que se haga constar que la aeronave fue efectivamente robada, o en el caso de una aeronave que haya sido materia de disposición ilícita, en el que se describan las circunstancias del arrendamiento. El informe incluirá copia de cualquier denuncia de robo hecha dentro de un plazo razonable ante una autoridad competente. En el caso de que la denuncia del robo se hubiera hecho con posterioridad a la detención de la aeronave, la persona que pide su devolución deberá proporcionar un documento que justifique, a satisfacción del Estado requerido, las razones de su tardanza en denunciar el robo y podrá proporcionar cualquier otra documentación que la fundamente. Una vez que la solicitud para la devolución ha sido hecha, el Estado requerido puede solicitar información adicional sobre las circunstancias del arrendamiento; por su parte, el Estado requirente puede proporcionar información complemetaria.

(e) Poder otorgado ante Notario Público por el propietario o su representante legal en que se autorice a otra persona a recuperar la aeronave, en los casos en que quien solicita la devolución de una aeronave no sea el propietario.

(3) Salvo acuerdo en contrario entre las Partes, la solicitud para la devolución de un vehículo o aeronave

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deberá ir acompañada de copias certificadas de los documentos examinados por el funcionario consular y sólo se requerirán traducciones de los documentos especificados en los párrafos 1 ó 2 de este artículo.

ARTICULO IV

(1) La autoridad que tenga custodia del vehículo o de la aeronave determinará, tan pronto como sea factible después del recibo de la solicitud de devolución, si dicha solicitud reúne los requisitos que establece la presente Convención.

(2) Una vez que la autoridad a cuya disposición se encuentre el vehículo o aeronave determine que la solicitud para la devolución de dicho vehículo o aeronave llena todos los requisitos de esta Convención, el vehículo o aeronave deberá entregarse a la persona identificada en la solicitud como propietario o como representante autorizado de éste, dentro de los quince días siguientes.

(3) Si un vehículo o aeronave cuya devolución es solicitada hubiera sido detenida en relación con una averiguación o proceso penal, su devolución se efectuará cuando ya no se le requiera para los fines de esa averiguación o de ese proceso.

ARTICULO V

El Estado requerido deberá tomar las medidas pertinentes para permitir que el propietario, o su representante autorizado, reciba el vehículo o aeronave y regrese con el mismo al territorio del Estado requirente.

ARTICULO VI

(1) El Estado requerido no impondrá impuesto alguno ni multas u otras sanciones pecuniarias sobre vehículos o aeronaves devueltos conforme a los términos de esta Convención.

(2) Los gastos efectivos incurridos en la devolución de un vehículo o aeronave deberán ser cubiertos por la persona que solicitó su devolución y deberán ser pagados antes de la devolución del vehículo o aeronave.

(3) El costo de la traducción de los documentos a que se hace referencia en el artículo III, párrafos (1)(c) y (2)(d), deberá considerarse como gasto propio de la devolución del vehículo o aeronave.

(4) En casos especiales, los gastos de devolución podrán incluir el costo de cualquier reparación o reacondicionamiento de un vehículo o aeronave que haya sido necesario para permitir el transporte del vehículo o aeronave al lugar de depósito o para mantenerlo en las condiciones en que fue encontrado. La persona que solicita la devolución de un vehículo o aeronave no será responsable de los costos de cualquier otro trabajo realizado en el vehículo o aeronave durante el tiempo en que estuvo bajo la custodia de una autoridad del Estado requerido.

(5) Ninguna persona tendrá derecho a recibir compensación de las autoridades que encuentren el vehículo o la aeronave por cualquier tipo de daños que resulten de la detención o depósito de acuerdo con las disposiciones de esta Convención.

ARTICULO VII

Para los efectos de esta Convención:

(1) Un vehículo o aeronave se considerará "robado" cuando su tenencia haya sido obtenida sin el consentimiento del propietario o de otra persona que tenga facultad legal para disponer del vehículo o aeronave.

(2) Un vehículo o aeronave se considerará "materia de disposición ilícita" sólo cuando:

(a) el acto es ejecutado por la persona que lo haya rentado a una empresa legalmente autorizada para dicho propósito dentro del curso normal de los negocios de ésta, o

(b) ha sido usado para un fin no autorizado por el depositario designado mediante actuación oficial o judicial.

Con respecto a los vehículos o aeronaves que hayan sido materia de disposición ilícita, se presumirá que ésta tuvo lugar en el Estado requirente.

(3) "Delito" significa un acto u omisión que pueda ser objeto de extradición, de conformidad con las disposiciones del Tratado de Extradición en vigor entre las Partes.

(4) "Lugar de depósito" significa el lugar en el que las autoridades guardan normalmente los vehículos o aeronaves detenidos.

(5) "Vehículo" significa cualquier automóvil, camión, autobús, motocicleta, remolque o "trailer".

(6) "Aeronave" significa cualquier vehículo autopropulsado utilizado o diseñado para volar.

(7) "Copia certificada" significa cualquier copia expedida por la autoridad otorgante o por un funcionario consular de una Parte debidamente acreditado ante la otra en la que se da fe de que es copia fiel del original.

ARTICULO VIII

(1) Las controversias que surjan respecto a la aplicación de esta Convención deberán resolverse por la vía diplomática.

(2) Esta Convención estará sujeta a ratificación. Entrará en vigor en la fecha del canje de los instrumentos de ratificación y continuará en vigor indefinidamente. Esta Convención reemplazará a la Convención del 6 de octubre de 1936.

(3) Al cumplirse un año de aplicación de la presente Convención, cualquiera de las Partes podrá solicitar una reunión a fin de examinar la forma como se ha aplicado la misma.

(4) Se podrá dar por terminada por medio de notificación escrita de cualquiera de las Partes a la otra, en cuyo caso expirará noventa días después de la fecha en que se haya recibido dicha notificación.

HECHA EN Washington, por duplicado, el 15 de enero de 1981, en inglés y español, siendo ambos textos igualmente auténticos.

POR LOS ESTADOS UNIDOS DE AMÉRICA:

POR LOS ESTADOS UNIDOS MEXICANOS:

ANEXO A

Solicitud para la Devolución de Vehículos Robados o que Hayan Sido Materia de Disposición Ilícita

El Consulado en ( ) (o la Embajada) de ( ) respetuosamente solicita a (la autoridad correspondiente) la devolución a su propietario del vehículo abajo descrito, de conformidad con la Convención entre los Estados Unidos de América y los Estados Unidos Mexicanos para la Recuperación y Devolución de Vehículos y Aeronaves Robados o Materia de Disposición Ilícita:

Marca:
Modelo (año):
Tipo:
Número de serie o de motor:
Número de placas:
Propietario registrado:

El Consulado (o la Embajada de) certifica que ha examinado los siguientes documentos presentados por _____ como prueba de propiedad del vehículo, mismos que han sido encontrados debidamente certificados de conformidad con las leyes de _____.

a.
b.
c.
d.

Párrafo final de estilo

Lugar y fecha

Anexos

ANEXO B

Solicitud para la Devolución de Aeronaves Robadas o que Hayan Sido Materia de Disposición Ilícita

La Embajada de _____ respetuosamente solicita a (autoridad correspondiente) la devolución a su propietario de la aeronave abajo descrita, de conformidad con la Convención entre los Estados Unidos de América y los Estados Unidos Mexicanos para la Recuperación y Devolución de Vehículos y Aeronaves Robados o Materia de Disposición Ilícita:

Marca:
Modelo:
Número de serie o de motor:
Matrícula:
Propietario registrado:

La Embajada de _____ certifica que ha examinado los siguientes documentos presentados por _____ como prueba de propiedad de la aeronave, mismos que han sido encontrados debidamente certificados de conformidad con las leyes de _____

a.
b.
c.
d.

Párrafo final de estilo

Lugar y fecha

Anexos

FEDERAL REPUBLIC OF GERMANY

Atomic Energy: Reactor Safety Research and Development

Arrangement signed at Washington April 30, 1981;
Entered into force April 30, 1981.

TECHNICAL EXCHANGE AND COOPERATIVE ARRANGEMENT

BETWEEN

THE UNITED STATES NUCLEAR REGULATORY COMMISSION

AND

THE BUNDESMINISTER FUER FORSCHUNG UND TECHNOLOGIE

OF THE FEDERAL REPUBLIC OF GERMANY

IN THE

FIELD OF REACTOR SAFETY RESEARCH AND DEVELOPMENT

The Contracting Parties

Considering that the United States Nuclear Regulatory Commission (USNRC) and the Bundesminister fuer Forschung und Technologie of the Federal Republic of Germany (BMFT)

(a) have a mutual interest in cooperation in the field of reactor safety research and development, with the objective of improving and thus ensuring the safety of reactors on an international basis;

(b) have cooperated in the field of reactor safety under the terms of a 5-year technical exchange and cooperative arrangement, originally signed on March 6, 1974 [1] between the United States Atomic Energy Commission (USAEC) and the BMFT, but continued after January 19, 1975 as between the USNRC and the BMFT;

(c) have indicated their mutual wish to continue the cooperation established under the aforementioned arrangement and, accordingly, have continued their cooperation pending the execution of this Arrangement;

(d) have considered the arrangement on cooperation in the field of nuclear facilities safety between the Federal Ministry of the Interior of the Federal Republic of Germany (BMI) and the USNRC, signed on October 1, 1975; [2]

hereby agree as follows:

[1] TIAS 8347; 27 UST 2738.
[2] TIAS 9069; 29 UST 4612.

ARTICLE 1 - OBJECTIVE

The USNRC and the BMFT will continue their cooperation in the field of reactor safety research and development in accordance with the provisions of this Arrangement and on the basis of reasonable equality and reciprocity. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations and national policy. Should any conflict arise between the terms of this Arrangement and those laws, regulations and national policy, the parties agree to consult before any action is taken.

ARTICLE 2 - FORM OF COOPERATION

Cooperation between the parties may take the following forms:

2.1 The exchange of information in the form of technical reports, experimental data, correspondence, newsletters, visits, joint experts meetings, and such other means as the parties agree.

2.2 The temporary assignment of personnel of one party or of its contractors to the laboratory or facilities owned by the other party or in which it sponsors research; each such assignment to be considered on a case-by-case basis and be the subject of a separate attachment of staff agreement between the parties.

2.3 The execution of joint programs and projects, including those involving a division of activities between the parties; each such joint program and project shall be considered on a case-by-case basis and be the subject of a separate agreement between the parties.

2.4 The use by one party of facilities which are owned by the other party or in which research is being sponsored by the other party; such use of facilities shall be the subject of separate agreements between the parties and may be subject to commercial terms and conditions.

2.5 If either party wishes to visit, assign personnel or use the facilities owned or operated by entities other than the parties to this Arrangement, the parties recognize that the approval of such entities will in general be required in respect to the terms upon which such visit, assignment or use shall be made.

2.6 Any other form agreed between the parties.

ARTICLE 3 - SCOPE OF INFORMATION EXCHANGE

3.1 Each party will make available to the other information in the field of reactor safety research and development which it has the right to disclose, either in its possession or available to it, in the technical areas listed in Appendix A, in which the parties are sponsoring reactor safety research. Other appendices may be added, as agreed, to provide for cooperation in other areas of reactor safety.

3.2 Each party will promptly transmit and call to the other party's attention any information on its research results appearing to have significant safety implications.

3.3 The parties may also exchange information on any other topic by agreement.

ARTICLE 4 - ADMINISTRATION OF THE ARRANGEMENT

Each party will designate as Administrator a senior representative to coordinate its participation in the overall exchange. Approximately annually, the Administrators will meet to review the status of exchange and cooperation established under this Arrangement, to recommend revisions for improving and developing the cooperation, and to discuss topics within the scope of the cooperation. The time, place and agenda for such meetings shall be agreed upon in advance.

ARTICLE 5 - EXCHANGE AND USE OF INFORMATION

5.1 All information developed or transmitted under this Arrangement, except for proprietary information referred to in Articles 5.2, 5.3, 5.4, 5.5 and 5.6, will be made available to each party and to its governmental authorities, contractors, subcontractors and other domestic representatives cooperating with the party. The parties may also disseminate such nonproprietary information to the public through their customary channels and in accordance with their normal procedures.

5.2 It is recognized by the parties that in the process of exchanging information, or in the process of other cooperation, the parties may provide to each other proprietary information. Such information, including trade secrets, invention, patent information, and know-how, made available hereunder and which bears a restrictive designation, shall be respected by the receiving party and shall not be used for commerical purposes or made public without the consent of the transmitting party. Such information is defined as:

(a) Of a type customarily held in confidence by commercial firms;

(b) Not generally known or publicly available from other sources;

(c) Not having been made available previously by the transmitting party or others without an agreement concerning its confidentiality; and

(d) Not already in the possession of the receiving party or its contractors.

5.3 The party receiving proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the appropriate legend of the transmitting party and with the following (or substantially similar) restrictive legend:

"Except as set forth in the Arrangement dated _____ between the USNRC and the BMFT, this document containing proprietary information shall not be disseminated outside the recipient's organization without prior approval of _____."

5.4 Information of a proprietary nature, as defined above, provided by one party to the other under this Arrangement shall be used only in the furtherance of nuclear safety programs in the receiving country. Its dissemination will, unless otherwise mutually agreed, be limited as follows:

(a) To persons within or employed by the receiving party, and to other concerned government agencies of the receiving party, and

(b) To prime or subcontractors of the receiving party for use only within the country of the receiving party and within the framework of its contract(s) with the respective party engaged in work relating to the subject matter of the information so disseminated, and

(c) On an as-needed case-by-case basis, to organizations licensed by the receiving party to construct or operate nuclear production or utilization facilities, provided that such information is used only within the terms of the license and in work relating to the subject matter of the information so disseminated, and

(d) To contractors of licensed organizations in subparagraph (c) receiving such information, for use only in work within the scope of the license,

provided that the information disseminated to any person under subparagraphs (b), (c), and (d) above shall be pursuant to an agreement of confidentiality entered into either between a party and a recipient or the owner and a recipient.

5.5 Each party shall exercise its best efforts to ensure that proprietary information received by it under this Arrangement is controlled as provided herein. If one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

5.6 Nondocumentary proprietary information provided in seminars and other meetings organized under this Arrangement, or information arising from the attachments of staff, use of facilities or joint projects shall be treated by the parties in accordance with the principles specified in this article, provided, however, that the party communicating such proprietary information places the recipient on notice as to the character of the information communicated.

5.7 The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the party receiving the information, and the transmitting party does not warrant the suitability of the information for any particular use or application.

5.8 Nothing contained in this Arrangement shall preclude the use or dissemination of information received by a party from sources outside of this Arrangement.

ARTICLE 6 - PATENTS

6.1 With respect to any invention or discovery conceived or first actually reduced to practice in the implementation of this Arrangement:

6.1.1 If conceived or first actually reduced to practice by personnel of a party (the Assigning Party) or its contractors while assigned to the other party (the Recipient Party) or its contractors in connection with an exchange of scientists, engineers and other specialists:

6.1.1.1 The Recipient Party shall acquire all right, title and interest in and to such invention or discovery, and any patent application or patent that may result, in its own country and in third countries; and

6.1.1.2 The Assigning Party shall acquire all right, title and interest in and to such invention, discovery, patent application or patent in its own country.

6.1.2 If conceived by or first actually reduced to practice by a party or its contractors as a direct result of employing information which has been communicated to it under this Arrangement by the other party or its contractors, but not otherwise agreed to under a cooperative effort covered by paragraph 6.1.3:

6.1.2.1 The party so conceiving or first actually reducing to practice such invention or discovery shall acquire all right, title and interest in and to such invention or discovery, and any patent application or patent that may result, in its own country and in third countries; and

6.1.2.2 The other party shall acquire all right, title and interest in and to such invention, discovery, patent application or patent in its own country.

6.1.3 For other specific forms of cooperation, including exchanges samples, materials, instruments and components for special joint research projects, the parties shall provide for appropriate distribution of rights to inventions. In general, however, each party should normally determine the rights to such inventions in its own country, and the rights to such inventions in other countries should be agreed by the parties on an equitable basis.

6.1.4 Notwithstanding the allocation of rights covered under paragraphs 6.1.1 and 6.1.2, in any case where one party first actually reduces to practice after the execution of this Arrangement an invention, either conceived by the other party prior to the execution of this Arrangement, or made or conceived by the other party outside of the cooperative activities implementing this Arrangement, then the parties shall provide for an appropriate distribution of rights, taking into account existing commitments with third parties; provided, however, that each party shall determine the rights to such invention in its own country.

6.2 The party owning a patent covering any invention referred to in paragraph 6.1 above shall license the patents to nationals or licensees of the other party, upon request of the other party, on nondiscriminatory terms and conditions under similar circumstances. At the time of such a request, the other party will be informed of all licenses already granted under such patent.

6.3 Each party shall take all necessary steps to provide the cooperation from its inventors required to carry out the provisions of this article. Each party shall assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

ARTICLE 7 - COSTS

Except when otherwise specifically agreed upon by the parties, all costs arising in the implementation of this Arrangement shall be borne by the party that incurs them. It is understood that the ability of the parties to carry out their obligations is subject to the availability of appropriated funds.

ARTICLE 8 - FINAL PROVISIONS

8.1 This Arrangement shall enter into force upon the last date of signature, and, subject to paragraph 8.2, shall remain in force for a period of 10 years, unless extended for a further period of time by agreement of the parties.

8.2 Either party may withdraw from the present Arrangement after providing the other party written notice 6 months prior to its intended date of withdrawal.

8.3 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 within 3 months from the date of entry into force of this Arrangement.

Done in Washington, D.C. in the English language. An authentic German language text will be prepared and signed by mail at a later date.[1]

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

BY: [2]

TITLE: Chairman

DATE: 30 April 1981

FOR THE BUNDESMINISTER FUER FORSCHUNG UND TECHNOLOGIE OF THE FEDERAL REPUBLIC OF GERMANY

BY: [3]

TITLE: Parl. Secretary

DATE: 30 April 1981

[1] The German text was signed Jan. 21 and Mar. 8, 1983.

[2] Joseph M. Hendrie.

[3] Hans H. Haunschild.

APPENDIX A

REACTOR SAFETY RESEARCH AREAS INCLUDED FOR USNRC-BMFT TECHNICAL EXCHANGE AND COOPERATION

A. LWR SAFETY RESEARCH

1. LWR Accident Behavior And Consequences

   1.1 Separate Effects Testing
   (Blowdown Heat Transfer, ECC Bypass, Reflood, 3D Effects, Pump Characteristics)

   1.2 LOCA Integral System Testing
   (LOFT, Semiscale, PKL, LOBI)

   1.3 LOCA-ECCS Analysis
   (Large Break And Small Break)

   1.4 Fuel Behavior Under Accident Conditions
   (LOC/Overpower Transients, F.P. Release, Fuel Meltdown, Code Development)

   1.5 Containment Testing And Analysis
   (Dynamic Loadings, Pressure Suppression, H2 Production)

2. Primary System Integrity

   2.1 Materials And Mechanical Problems

   2.2 Quality Assurance
   (NDE Methodology)

3. Mechanical And Structural Engineering

   3.1 Behavior And Integrity of Mechanical And Structural Components Under Reactor Operation And Accident Conditions

4. Site Safety

   4.1 External Impacts
   (Earthquakes, Chemical Explosions, Airplanes)

   4.2 F.P. Release And Transport

5. Operational Safety

5.1 Noise Diagnostics For Safety Assessment

5.2 Human Factors

5.3 Qualification Testing Evaluation

5.4 Fire Protection

5.5 Valve Modeling And Testing

6. Risk And Reliability Analysis

B. FAST REACTOR SAFETY RESEARCH

1. Hypothetical Core Disassembly Accident

(Accident Analysis And Analytical Model Development)

1.1 Safety Studies

1.2 Theoretical Methods And Tools

1.2.1 Predisassembly, Disassembly And Transition Phase

1.2.2 Transient - System Behavior

1.2.3 System Integrity, Including Failure Criteria For Vessel, Vessel Internals And Piping, And Applications

1.3 Experiment Supporting The Theoretical Tools

1.3.1 Out-Pile Experiments

1.3.2 In-Pile Investigations of Transient Fuel Pin Behavior

1.4 Post-Accident Heat Removal

1.5 Aerosols

1.5.1 Source Term, Aerosol Production

1.5.2 Aerosol Behavior

1.5.3 Sodium Fire Effects

2. Local Faults

   2.1 Local Coolant Disturbances And Propagation

   2.2 Hexcan Deformation Caused by Local Pressure Pulses

   2.3 In-Pile Experiments

3. Safety Test Facilities

4. Studies Related To Risk And Reliability Assessment

V e r e i n b a r u n g

zwischen

dem Bundesminister für Forschung und Technologie
der Bundesrepublik Deutschland

und

der Nuclear Regulatory Commission
der Vereinigten Staaten von Amerika

über

technischen Austausch und Zusammenarbeit

auf dem Gebiet der Reaktorsicherheitsforschung und -entwicklung

Im Hinblick darauf, daß der Bundesminister für Forschung und Technologie der Bundesrepublik Deutschland (BMFT) und die Nuclear Regulatory Commission der Vereinigten Staaten (USNRC)

a) ein gemeinsames Interesse an Zusammenarbeit auf dem Gebiet der Reaktorsicherheitsforschung und -entwicklung haben mit dem Ziel, auf internationaler Grundlage die Sicherheit von Reaktoren zu erhöhen und dadurch zu gewährleisten;

b) auf dem Gebiet der Reaktorsicherheit im Rahmen einer fünfjährigen Vereinbarung über technischen Austausch und Zusammenarbeit, die ursprünglich am 6. März 1974 von dem BMFT und der Atomic Energy Commission (Atomenergiekommission der Vereinigten Staaten (USAEC)) unterzeichnet und nach dem 19. Januar 1975 zwischen dem BMFT und der USNRC fortgeführt wurde, zusammengearbeitet haben;

c) den Wunsch geäußert haben, die aufgrund der genannten Vereinbarung begonnene Zusammenarbeit fortzusetzen und dementsprechend ihre Zusammenarbeit bis zum Abschluß der vorliegenden Vereinbarung fortgeführt haben;

d) die am 1. Oktober 1975 zwischen dem Bundesministerium des Innern der Bundesrepublik Deutschland (BMI) und der USNRC geschlossene Vereinbarung über Zusammenarbeit auf dem Gebiet der Sicherheit kerntechnischer Einrichtungen (BGBl. 76 II 229) in ihre Erwägungen einbezogen haben -

vereinbaren die Vertragsparteien hiermit folgendes:

Artikel 1

Ziel

Der BMFT und die USNRC setzen ihre Zusammenarbeit in der Reaktorsicherheitsforschung und -entwicklung gemäß dieser Vereinbarung und auf der Grundlage angemessener Gleichberechtigung und Gegenseitigkeit fort. Diese Vereinbarung verpflichtet eine Partei nicht zu Maßnahmen, die im Widerspruch zu ihren jeweiligen Gesetzen, Vorschriften oder ihrer Politik stünden. Sollte zwischen den Bestimmungen dieser Vereinbarung und den jeweiligen Gesetzen, Vorschriften oder der jeweiligen Politik ein Widerspruch entstehen, so konsultieren sich die Vertragsparteien, bevor sie Maßnahmen treffen.

Artikel 2

Form der Zusammenarbeit

Die Zusammenarbeit zwischen den Vertragsparteien kann in folgender Form vor sich gehen:

2.1 Informationsaustausch in Form von technischen Berichten, Versuchsdaten, Schriftwechsel, Informationsblättern, Besuchen, gemeinsamen Tagungen von Sachverständigen oder durch andere von den Vertragsparteien vereinbarte Verfahren.

2.2 Vorübergehende Abstellung von Personal der einen Vertragspartei oder ihrer Auftragnehmer zu den der anderen Vertragspar-

tei gehörenden oder von ihr geförderten Forschungseinrichtungen; jede derartige Abstellung wird als Einzelfall behandelt und ist Gegenstand einer gesonderten Personalabstellungsvereinbarung zwischen den Vertragsparteien.

2.3 Durchführung gemeinsamer Programme und Projekte, auch solcher mit einer Arbeitsteilung zwischen den Vertragsparteien; alle derartigen Programme und Projekte werden von Fall zu Fall geprüft und sind Gegenstand gesonderter Vereinbarungen zwischen den Parteien.

2.4 Benutzung von Forschungseinrichtungen, die der einen Vertragspartei gehören oder von ihr gefördert werden, durch die andere Vertragspartei; eine derartige Benutzung von Einrichtungen ist Gegenstand gesonderter Vereinbarungen zwischen den Vertragsparteien und kann kommerziellen Bedingungen unterliegen.

2.5 Für den Fall, daß eine Vertragspartei den Wunsch äußert, Einrichtungen, die nicht den Vertragsparteien selbst gehören oder von ihnen betrieben werden, zu besuchen, zu benutzen oder Personal dorthin abzustellen, erkennen die Vertragsparteien an, daß im allgemeinen die Bedingungen des Besuchs, der Abstellung oder der Benutzung der Zustimmung der Eigentümer oder Betreiber bedürfen.

2.6 Jede sonstige zwischen den Vertragsparteien vereinbarte Form.

Artikel 3

Umfang des Informationsaustausches

3.1 Jede Vertragspartei macht der anderen Vertragspartei Informationen über Reaktorsicherheitsforschung und -entwicklung zugänglich, zu deren Weitergabe sie berechtigt ist und die sich entweder in ihrem Besitz befinden oder ihr zur Verfü-

gung stehen, und zwar auf den in Anhang A aufgeführten technischen Gebieten, auf denen die Vertragsparteien die Reaktorsicherheitsforschung fördern. Weitere Anhänge über eine Zusammenarbeit auf anderen Gebieten der Reaktorsicherheit können - wie vereinbart - hinzukommen.

3.2 Jede Vertragspartei übermittelt der anderen sogleich Informationen über ihre Forschungsergebnisse, die sicherheitstechnisch besonders bedeutsam erscheinen und macht dabei auf deren Bedeutung aufmerksam.

3.3 Die Vertragsparteien können aufgrund einer Absprache auch Informationen über jedes andere Thema austauschen.

Artikel 4

Verwaltungstechnische Durchführung der Vereinbarung

Jede Vertragspartei benennt als Koordinator einen leitenden Regierungsbeamten, der ihre Beteiligung am gesamten Austausch koordiniert. Etwa einmal jährlich halten die Koordinatoren eine Sitzung ab, um den Fortgang des Austausches und der durch diese Vereinbarung begründeten Zusammenarbeit zu überprüfen, um Änderungen zur Verbesserung und zum Ausbau der Zusammenarbeit zu empfehlen, und um Themen im Rahmen der Zusammenarbeit zu erörtern. Zeit, Ort und Tagesordnung dieser Sitzungen werden im voraus vereinbart.

Artikel 5

Informationsaustausch und -nutzung

5.1 Alle im Rahmen dieser Vereinbarung gewonnenen oder übermittelten Informationen, außer den in Artikel 5.2, 5.3, 5.4, 5.5 und 5.6 genannten rechtlich geschützten Informationen,

werden jeder Vertragspartei und den Regierungsstellen, Auftragnehmern, Unterauftragnehmern sowie anderen, mit der Vertragspartei zusammenarbeitenden inländischen Stellen zugänglich gemacht. Diese nicht rechtlich geschützten Informationen können die Vertragsparteien über die üblichen Kanäle und entsprechend ihren üblichen Verfahren auch der Öffentlichkeit zugänglich machen.

5.2 Die Vertragsparteien erkennen an, daß sie sich bei dem Informationsaustausch oder bei anderer Zusammenarbeit gegenseitig rechtlich geschützte Informationen zur Verfügung stellen können. Derartige Informationen, einschließlich Betriebsgeheimnisse, Erfindungen, Patentinformationen und Know-how, die im Rahmen dieser Vereinbarung zugänglich gemacht werden und die einen Vermerk über ihre beschränkte Weitergabe tragen, werden von der empfangenden Vertragspartei entsprechend behandelt und ohne die Zustimmung der übermittelnden Vertragspartei weder für gewerbliche Zwecke genutzt noch veröffentlicht. Diese Informationen werden wie folgt definiert:

a) Informationen, die von Firmen üblicherweise geheimgehalten werden;

b) Informationen, die nicht allgemein bekannt oder aus anderen Quellen öffentlich zugänglich sind;

c) Informationen, die von der übermittelnden Vertragspartei oder Dritten bisher nur unter Vereinbarung ihrer Vertraulichkeit weitergegeben worden sind, und

d) Informationen, die sich nicht bereits im Besitz der empfangenden Vertragspartei oder ihrer Auftragnehmer befinden.

5.3 Die Vertragspartei, die im Rahmen dieser Vereinbarung rechtlich geschützte Informationen erhält, beachtet diese Besonderheit, vorausgesetzt, die betreffende rechtlich geschützte Information ist von der übermittelnden Vertragspartei entsprechend gekennzeichnet und trägt den folgenden (oder einen im wesentlichen ähnlichen) einschränkenden Vermerk:

"Außer in den in der Vereinbarung vom ..... zwischen dem BMFT und der USNRC geregelten Fällen darf dieses Dokument, das rechtlich geschützte Informationen enthält, außerhalb der Organisation des Empfängers nur mit vorheriger Genehmigung des ..... weitergegeben werden."

5.4 Rechtlich geschützte Informationen der oben bezeichneten Art, die sich die Vertragsparteien im Rahmen dieser Vereinbarung gegenseitig zur Verfügung stellen, werden ausschließlich zur Förderung von Reaktorsicherheitsprogrammen in dem empfangenden Staat verwendet. Ihre Weitergabe ist, sofern nichts anderes vereinbart wird, wie folgt beschränkt:

a) auf Personen im Zuständigkeitsbereich der empfangenden Vertragspartei oder auf deren Bedienstete und andere beteiligte Regierungsstellen der empfangenden Vertragspartei;

b) auf Haupt- oder Unterauftragnehmer der empfangenden Vertragspartei zur ausschließlichen Verwendung innerhalb des Staates der empfangenden Vertragspartei und im Rahmen ihres Vertrags oder ihrer Verträge mit der betreffenden Partei, die Arbeiten im Zusammenhang mit dem Gegenstand der auf diese Weise weitergegebenen Informationen durchführt, und

c) im Einzelfall - wenn nötig - auf Einrichtungen, die von der empfangenden Vertragspartei die Genehmigung erhalten haben, nukleare Produktions- oder Nutzungsanlagen zu errichten oder zu betreiben, vorausgesetzt, daß die Informationen nur im Rahmen der Genehmigung und für Arbeiten im Zusammenhang mit den auf diese Weise weitergegebenen Informationen verwendet werden, sowie

d) auf Auftragnehmer der in Buchstabe c) genannten, mit einer Genehmigung ausgestatteten Einrichtungen, die solche Informationen erhalten, jedoch nur zur Verwendung bei Arbeiten im Rahmen der Genehmigung, sofern die an eine Person nach Buchstabe b), c) oder d) weitergegebenen Informationen unter eine entweder zwischen einer Vertrags-

partei und einem Empfänger oder dem Berechtigten und einem Empfänger geschlossene Vereinbarung über die Vertraulichkeit fallen.

5.5 Jede Vertragspartei wird alle Anstrengungen unternehmen, um sicherzustellen, daß die rechtlich geschützten Informationen, die sie im Rahmen dieser Vereinbarung erhält, im Einklang mit dieser Vereinbarung behandelt werden. Stellt eine Vertragspartei fest, daß sie nicht oder höchstwahrscheinlich nicht in der Lage sein wird, die Bestimmungen dieses Artikels über die Nichtweitergabe zu erfüllen, so teilt sie dies der anderen Vertragspartei sofort mit. Die Vertragsparteien werden sich dann konsultieren, um ein geeignetes Vorgehen festzulegen.

5.6 Rechtlich geschützte Informationen, die bei Seminaren und anderen im Rahmen dieser Vereinbarung veranstalteten Tagungen mündlich mitgeteilt werden, oder Informationen, die sich aus der Abstellung von Personal, der Benutzung von Anlagen oder aus gemeinsamen Projekten ergeben, werden von den Vertragsparteien entsprechend den in diesem Artikel niedergelegten Grundsätzen behandelt, jedoch mit der Maßgabe, daß die Vertragspartei, die solche rechtlich geschützten Informationen weitergibt, den Empfänger auf den besonderen Charakter der mitgeteilten Information aufmerksam macht.

5.7 Die Anwendung oder Nutzung einer zwischen den Vertragsparteien auf Grund dieser Vereinbarung ausgetauschten oder übermittelten Information obliegt der empfangenden Vertragspartei; die übermittelnde Vertragspartei übernimmt keine Gewähr dafür, daß diese Information für eine bestimmte Verwendung oder Nutzung geeignet ist.

5.8 Diese Vereinbarung schließt die Benutzung oder Weitergabe von Informationen nicht aus, die eine Vertragspartei aus Quellen außerhalb dieser Vereinbarung erhalten hat.

Artikel 6

Patente

6.1 Für jede bei der Durchführung dieser Vereinbarung gemachte oder tatsächlich zum ersten Mal in die Praxis umgesetzte Erfindung oder Entdeckung gilt folgendes:

6.1.1 Wird die Erfindung oder Entdeckung vom Personal einer Vertragspartei (der entsendenden Vertragspartei) oder ihrer Auftragnehmer gemacht oder tatsächlich zum ersten Mal in die Praxis umgesetzt, während die betreffenden Personen zu der anderen Vertragspartei (der empfangenden Vertragspartei) oder ihren Auftragnehmern im Zusammenhang mit einem Austausch von Wissenschaftlern, Ingenieuren oder anderen Fachleuten abgestellt sind,

6.1.1.1 so erwirbt die empfangende Vertragspartei hinsichtlich dieser Erfindung oder Entdeckung sämtliche Rechte, Ansprüche und Anwartschaften sowie das sich daraus möglicherweise ergebende angemeldete Patent oder Patent in ihrem Staat und in Drittstaaten,

6.1.1.2 erwirbt die entsendende Vertragspartei sämtliche Rechte, Ansprüche und Anwartschaften hinsichtlich dieser Erfindung oder Entdeckung oder dieses angemeldeten Patents oder Patents in ihrem Staat.

6.1.2 Ergibt sich die Erfindung oder Entdeckung oder die tatsächliche erste Umsetzung in die Praxis durch eine Vertragspartei oder ihre Auftragnehmer unmittelbar aus der Nutzung von Informationen, die ihr im Rahmen dieser Vereinbarung von der anderen Vertragspartei oder ihren Auftragnehmern übermittelt wurden, war der Nutzung jedoch nicht anderweitig im Rahmen eines gemeinsamen Vorhabens nach Nummer 6.1.3 zugestimmt worden,

6.1.2.1 so erwirbt die Vertragspartei, die eine solche Erfindung oder Entdeckung macht oder tatsächlich zum ersten Mal in die Praxis umsetzt, hinsichtlich dieser Erfindung oder

Entdeckung sämtliche Rechte, Ansprüche und Anwartschaften sowie das sich daraus möglicherweise ergebende angemeldete Patent oder Patent in ihrem Staat und in Drittstaaten; und

6.1.2.2 so erwirbt die andere Vertragspartei sämtliche Rechte, Ansprüche und Anwartschaften hinsichtlich dieser Erfindung oder Entdeckung oder dieses angemeldeten Patents oder Patents in ihrem Staat.

6.1.3 Für andere konkrete Formen der Zusammenarbeit einschließlich des Austausches von Proben, Materialien, Instrumenten und Baugruppen für besondere gemeinsame Forschungsprojekte sehen die Vertragsparteien eine angemessene Verteilung der Rechte an den Erfindungen vor. Im allgemeinen jedoch sollte jede Vertragspartei in der Regel über die Rechte an solchen Erfindungen in ihrem Staat selbst bestimmen; die Rechte an solchen Erfindungen in anderen Staaten sollten von den Vertragsparteien auf Billigkeitsgrundlage vereinbart werden.

6.1.4 Unbeschadet der in Nummer 6.1.1 und 6.1.2 genannten Verteilung von Rechten sorgen die Vertragsparteien in jedem Fall, in dem eine Vertragspartei nach Unterzeichnung dieser Vereinbarung eine Erfindung, die von der anderen Vertragspartei entweder vor Unterzeichnung dieser Vereinbarung konzipiert wurde oder von der anderen Vertragspartei außerhalb der im Rahmen dieser Vereinbarung unternommenen gemeinsamen Arbeiten gemacht oder konzipiert wurde, in die Praxis umsetzt, für eine angemessene Verteilung der Rechte, wobei sie bestehende Verpflichtungen gegenüber Dritten berücksichtigen, jedoch mit der Maßgabe, daß jede Vertragspartei über die Rechte an einer solchen Erfindung in ihrem Staat selbst bestimmt.

6.2 Besitzt eine Vertragspartei ein Patent an einer Erfindung im Sinne der Nummer 6.1, so erteilt sie auf Ersuchen der anderen Vertragspartei Staatsangehörigen oder Lizenznehmern der anderen Vertragspartei eine Lizenz zu

nicht diskriminierenden Bedingungen, wie anderen unter ähnlichen Umständen gewährt. Zum Zeitpunkt eines solchen Ersuchens wird die andere Vertragspartei über alle auf dieses Patent bereits erteilten Lizenzen informiert.

6.3 Jede Vertragspartei unternimmt alle erforderlichen Schritte, um die für die Durchführung der Bestimmungen dieses Artikels notwendige Unterstützung ihrer Erfinder sicherzustellen. Jede Vertragspartei übernimmt es, die aufgrund ihrer innerstaatlichen Rechtsvorschriften vorgeschriebenen Leistungen an ihre Arbeitnehmer zu zahlen.

Artikel 7

Kosten

Sofern die Vertragsparteien nicht ausdrücklich etwas anderes vereinbaren, werden alle bei der Durchführung dieser Vereinbarung entstehenden Kosten von der Vertragspartei getragen, bei der sie entstehen. Es gilt als vereinbart, daß die Vertragsparteien ihre Verpflichtungen nur erfüllen können, wenn bewilligte Haushaltsmittel zur Verfügung stehen.

Artikel 8

Schlußbestimmungen

8.1 Diese Vereinbarung tritt am Tage des letzten Unterzeichnungsdatums in Kraft und gilt vorbehaltlich der Nummer 8.2 für 10 Jahre, sofern sie nicht von den Vertragsparteien einvernehmlich um einen weiteren Zeitraum verlängert wird.

8.2 Jede Vertragspartei kann diese Vereinbarung mit einer Kündigungsfrist von 6 Monaten vor dem beabsichtigten Wirksamwerden schriftlich kündigen.

8.3 Diese Vereinbarung gilt auch für das Land Berlin, sofern nicht die Regierung der Bundesrepublik Deutschland gegenüber der Regierung der Vereinigten Staaten innerhalb von 3 Monaten nach Inkrafttreten dieser Vereinbarung eine gegenteilige Erklärung abgibt.

Geschehen zu Washington, D.C. in englischer Sprache am 30. April 1981.
(Ein verbindlicher deutscher Wortlaut wird erstellt und zu einem späteren Zeitpunkt durch Schriftwechsel unterzeichnet.)

Für den Bundesminister für Forschung und Technologie der Bundesrepublik Deutschland

.....

Staatssekretär

Bonn, den 21.1.1983

Für die United States Nuclear Regulatory Commission

.....[1]

Vorsitzender

Washington, den March 8, 1983

[1] Nunzio J. Palladino.

Anhang A

Gebiete der Reaktorsicherheitsforschung für den technischen Austausch und die Zusammenarbeit zwischen dem BMFT und der USNRC

A. Leichtwasserreaktoren-Sicherheitsforschung

1. Verhalten von Leichtwasserreaktoren im Störfall und Folgen

1.1 Einzeleffektuntersuchung
(Wärmeübergang bei Kühlmittelverlust, Notkühlkreislauf, Wiederfluten, 3 D-Wirkungen, Pumpeneigenschaften)

1.2 Untersuchung des Gesamtsystems beim Kühlmittelverlust
(Kühlmittelverlust, Semiscale, PKL, LOBI)

1.3 Analyse der Notkühlkreisläufe im Falle des Kühlmittelverlustes (großer Bruch und kleiner Bruch)

1.4 Brennstoffverhalten unter Störfallbedingungen
(Kühlmittelverlust, Leistungstransienten, Freisetzung von Spaltprodukten, Hüllrohrschmelzen, Code-Entwicklung)

1.5 Untersuchung und Analyse des Containment
(dynamische Belastung, Druckabbau, Wasserstofffreisetzung)

2. Integrität des Primärsystems

2.1 Werkstoff- und mechanische Probleme

2.2 Qualitätssicherung
(zerstörungsfreie Methoden)

3. Maschinenbau und Bautechnik

3.1 Verhalten und Integrität von Geräte- und Strukturteilen unter Betriebs- und Störfallbedingungen

4. Sicherheit des Standortes

4.1 Äußere Einwirkungen
(Erdbeben, chemische Explosionen, Flugzeuge)

4.2 Freisetzung und Beförderung von Spaltprodukten

5. Betriebssicherheit

5.1 Schallemissionsanalyse zur Sicherheitsbewertung

5.2 Menschliches Versagen

5.3 Bewertung von Qualifikationsprüfungen

5.4 Brandschutz

5.5 Gestaltung und Erprobung von Ventilen

6. Risiko- und Zuverlässigkeitsanalysen

B. Sicherheitsforschung für Schnelle Reaktoren

1. Hypothetischer Störfall der Kernzerstörung
(Störfallanalyse und Entwicklung eines Analysemodells)

1.1 Sicherheitsuntersuchungen

1.2 Theoretische Methoden und Instrumente

1.2.1 Phasen vor der Kernzerstörung während der Kernzerstörung und in der Übergangsphase

1.2.2 Transientes Systemverhalten

1.2.3 Integrität des Systems, einschließlich Kriterien für Defekte am Druckgefäß, an den Einbauten im Druckgefäß und an den Leitungen sowie Anwendungen

1.3 Experimente zur Absicherung theoretischer Methoden

1.3.1 Out-pile Experimente

1.3.2 In-Pile Untersuchungen des transienten Brennstabverhaltens

1.4 Wärmeableitung nach dem Störfall

1.5 Aerosole

1.5.1 Quellterm, Aerosolausbreitung

1.5.2 Aerosolverhalten

1.5.3 Auswirkungen eines Natriumbrandes

2. Örtlich begrenzte Defekte

2.1 Örtlich begrenzte Störungen des Kühlmittelflusses und deren Fortsetzung

2.2 Verformung der hexagonalen Brennelementkästen infolge örtlicher Druckimpulse

2.3 Experimente innerhalb des Reaktors

3. Anlagen für Sicherheitstests

4. Studien zur Risiko- und Zuverlässigkeitsbewertung

TIAS 10654

78-500 O—92——13

HAITI

Narcotic Drugs: Interdiction of Trafficking

Agreement amending and extending the agreement of August 28, 1981, as amended and extended.
Effected by exchange of notes
Signed at Port-au-Prince January 4, 1983;
Entered into force January 4, 1983.

The American Ambassador to the Haitian Secretary of State for Foreign Affairs

EMBASSY OF THE

UNITED STATES OF AMERICA

PORT AU PRINCE, *January 4, 1983*

No. 2

EXCELLENCY:

I have the honor to propose the following amendments to the Letter of Agreement for the Interdiction of Narcotics Trafficking, signed in Port au Prince on August 28, 1981 and extended by exchange of notes between the Embassy and the Department of Foreign Affairs on December 18, 1981, as amended by exchange of notes between the Embassy and the Department on February 18, 1982 and extended by exchange of notes on October 22, 1982.[1] These amendments would further extend the Agreement to September 30, 1983, and provide an additional $208,830 in assistance for Haitian naval vessels on narcotics patrol missions.

In Item I, as amended on February 18, 1982, delete the third sentence and substitute the following sentence: "In pursuing this mission, the Haitian Navy will carry out a minimum of 175 hours of patrolling monthly, including at least 75 hours of patrolling off the southern peninsula".

In Item II, as amended on February 18, 1982, delete the full text and substitute the following: "The Bureau of International Narcotics Matters of the Department of State agrees to provide petroleum, oil, lubricants and necessary routine maintenance for Haitian naval vessels on narcotics patrol missions up to a total cost of $158,500 (one hundred and fifty eight thousand and five hundred dollars), in addition to the $180,000 (one hundred and eighty thousand dollars) agreed to in the Letter of Agreement as amended on February 18, 1982 and the $125,000 (one hundred and twenty five thousand dollars) agreed to in the Letter of Agreement as signed on August 28, 1982. To the extent possible the United States Coast Guard and other United States Government agencies will be used to furnish the petroleum, oil, lubricants and maintenance called for in this Agreement. The Bureau of International Narcotics Matters of the Department of State also agrees to contribute up to $50,000 (fifty thousand dollars) for necessary repairs to Haitian Navy Patrol Boat MH-21 by the United States Navy or other agencies of the United States Government, provided that the Government of Haiti agrees to contribute the remainder of the funds necessary to return the MH-21 to operational condition. The Government of Haiti's contributions to the rehabilitation of the MH-21 will be de-

[1] TIAS 10597; 34 UST 4321.

posited in a Special Deposit Account at the Embassy, and transferred as required by the Embassy to the appropriate agencies of the United States Government."

I have the honor to propose that if the foregoing is acceptable to the Government of the Republic of Haiti, this letter and your Excellency's confirmatory reply constitute an amendment of the Agreement between the United States Government and the Government of the Republic of Haiti for the Interdiction of Narcotics Trafficking.

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

ERNEST H. PREEG

His Excellency
Jean-Robert Estime
Secretary of State for Foreign Affairs
Port-au-Prince

The Haitian Secretary of State for Foreign Affairs to the American Ambassador

Département des Affaires Etrangères

République d'Haiti

SG/CG: 947

Port-au-Prince, le 4 Janvier 1983

Monsieur l'Ambassadeur,

J'ai l'honneur de vous accuser réception de la lettre No. 2 du 4 Janvier 1983 libellée comme suit :

"Excellence

"J'ai l'honneur de proposer les amendements suivants au texte de l'Accord sur l'Interdiction du Trafic des Narcotiques signé à Port-au-Prince le 28 Août 1981, prorogé après échange de notes entre l'Ambassade et le Département des Affaires Etrangères le 18 décembre 1981, amendé après échange de notes entre l'Ambassade et le Département le 18 février 1982 et prorogé après nouvel échange de notes le 22 octobre 1982. Ces amendements devront proroger l'Accord jusqu'au 30 septembre 1983 et fournir une somme additionnelle de $ 208,830 devant servir à financer les patrouilles pour les narcotiques organisée par les navires haitiens:

"Dans l'Article I, amendé le 18 février 1982, biffer la troisième phrase et la remplacer par la phrase suivante: "En poursuivant cette mission, la Marine Haitienne devra effectuer mensuellement au moins 175 heures de patrouille, y compris un minimum de 75 heures dans la péninsule méridionale.

Son Excellence
Monsieur Ernest H. PREEG
Ambassadeur des Etats Unis d'Amérique
PORT-AU-PRINCE

"Article II, amendé le 18 février 1982, biffer tout le texte et le remplacer par le suivant: "Le Bureau des Affaires Internationales en matière de Narcotiques du Département d'Etat" est tombé d'accord pour fournir du pétrole, de l'huile et des lubrifiants, ainsi que tout ce qui est nécessaire pour l'entretien routinier des navires haitiens dans leurs activités de patrouille pour les narcotiques, ceci pour un coût maximum de $ 158,500 (cent cinquante huit mille cinq cent dollars), en plus des $ 180,000 (cent quatre vingt mille dollars) convenus dans l'Accord amendé le 18 février 1982, et des $ 125,000 (cent vingt cinq mille dollars) convenus dans l'Accord signé le 28 Août 1982. Autant que possible, les Unités du Corps des Garde-Côtes des Etats Unis et autres agents du Gouvernement des Etats Unis d'Amérique seront utilisés pour fournir le pétrole, l'huile, les lubrifiants et tout ce qui est nécessaire pour l'entretien des navires patrouilleurs, tel que mentionné dans cet Accord.

"Le Bureau des Affaires Internationales en matière de Narcotiques du Département d'Etat" est aussi d'accord pour contribuer pour une somme jusqu'à concurrence de $ 50,000 (cinquante mille dollars) aux réparations concernant le navire patrouilleur haitien MH-21 financées par la Marine Américaine ou par les agents du Gouvernement des Etats-Unis d'Amérique, à condition que le Gouvernement Haitien soit d'Accord pour fournir le reste de la somme nécessaire à la réparation du MH-21. Les contributions du Gouvernement Haitien à la réparation du MH21 seront déposées à un compte spécial à l'Ambassade et transférées comme requises par l'Ambassade aux agents désignés du Gouvernement des Etats-Unis.

"J'ai l'honneur de suggérer que si ce qui a été énoncé précédemment est agréé par le Gouvernement de la République d'Haiti, cette lettre ainsi que la réponse affirmative de Votre Excellence, constituent un amendement à l'Accord signé entre le Gouvernement des Etats-Unis et le Gouvernement de la République d'Haiti pour l'Inter-

diction du Trafic des Narcotiques.

"Je saisis cette occasion pour vous renouveler, Excellence, les assurances de ma plus haute considération."

J'ai l'honneur de vous confirmer que le Gouvernement de la République d'Haiti a agréé l'arrangement ci-dessus mentionné et consent à ce que Votre note et la présente note soient considérées comme constituant un amendement à l'Accord pour l'Interdiction du Trafic Illicite des Narcotiques signé par échange de notes entre le Gouvernement des Etats Unis d'Amérique et Celui d'Haiti le 28 août 1981 et amendé le 18 février 1982.

Je saisis cette occasion pour vous renouveler, Monsieur l'Ambassadeur, les assurances de ma haute considération.

Jean-Robert ESTIME
Secrétaire d'Etat

FLB/ef

TRANSLATION

Republic of Haiti

Department of Foreign Affairs
No. SG/CG: 947

Port-au-Prince, January 4, 1983

Mr. Ambassador:

I have the honor to acknowledge receipt of your letter No. 2 of January 4, 1983, which reads as follows:

[For the text of the United States note, see pp. 381-382.]

I have the honor to confirm that the Government of the Republic of Haiti has approved the aforementioned arrangement and agrees that your note and this note shall be considered to constitute an amendment to the Letter of Agreement for the Interdiction of Narcotics Trafficking signed by an exchange of notes between the Government of the United States of America and the Government of Haiti on August 28, 1981, and amended on February 18, 1982.

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

Jean-Robert Estime

Jean-Robert Estime
Secretary of State

His Excellency
Ernest H. Preeg,
Ambassador of the United States of America,
Port-au-Prince.

TIAS 10655

JAPAN

Energy Research and Development: Fusion Cooperation

Arrangement implementing the agreement of May 2, 1979.
Effected by exchange of notes
Signed at Washington January 24, 1983;
Entered into force January 24, 1983.

The Japanese Ambassador to the Secretary of State

EMBASSY OF JAPAN
WASHINGTON

January 24, 1983

Excellency,

I have the honor to refer to Article IV of the Agreement between the Government of Japan and the Government of the United States of America on Cooperation in Research and Development in Energy and Related Fields, signed at Washington on May 2, 1979[1] (hereinafter referred to as "the Basic Agreement"), which provides that implementing arrangements specifying the details and procedures of cooperative activities in the areas referred to in Article II of the Basic Agreement will be made between the two Governments or their agencies, whichever is appropriate, and to the Exchange of Notes between the two Governments dated August 24, 1979[2] which establishes a Coordinating Committee on Fusion Energy (hereinafter referred to as "the Fusion Committee") and provides that cooperative activities in the area of fusion covered by the Fusion Committee will include (a) exchange programs, (b) joint research project using the Doublet III, a tokamak facility located in California State, (c) joint research for plasma physics, and (d) promotion of joint planning.

I have further the honor to note that an arrangement specifying the details and procedures of cooperative

His Excellency
George P. Shultz
The Secretary of State

[1]TIAS 9463; 30 UST 4365.
[2]Not printed.

activities in a joint fusion research project using the said Doublet III facility and designed to serve the same purpose as the implementing arrangements contemplated in Article IV of the Basic Agreement has already been made between the Japan Atomic Energy Research Institute and the Department of Energy of the United States of America.

I, therefore, have the honor to propose, on behalf of the Government of Japan, the following arrangements:

1. (1) The two Governments will maintain and intensify their cooperation in research and development in the area of fusion through exchange programs, joint research for plasma physics, and promotion of joint planning (hereinafter referred to as "the Cooperation in Fusion Research and Development") on the basis of equality and mutual benefit.

   (2) The Cooperation in Fusion Research and Development will be undertaken in conformity with the functions of the Fusion Committee contemplated in paragraph 1 of the Exchange of Notes mentioned above. The details of the areas of the Cooperation in Fusion Research and Development will be discussed and identified by the Fusion Committee within the scope of its duties provided for in paragraph 4 of the said Exchange of Notes.

2. The Cooperation in Fusion Research and Development will be conducted by the Monbusho, the Ministry of International Trade and Industry, and the Science and Technology Agency on the Japanese side and by the Department of Energy on the United States side (hereinafter jointly referred to as "the Implementing Agencies"). The Science and Technology Agency may

designate official institutions whose annual budgets and operating plans are approved by the Minister of State for Science and Technology of Japan (hereinafter referred to as "the Designees"), with the consent of the Designees, to assist in the implementation of the Cooperation in Fusion Research and Development.

3. The Cooperation in Fusion Research and Development may take the following forms:

(1) Exchange of scientific and technical information;

(2) Holding of seminars and other meetings;

(3) Short-term visits by scientists, engineers and other experts to the facilities of the Implementing Agencies or of the Designees;

(4) Exchange and loan of equipment, instruments and materials for testing;

(5) Exchange of scientists, engineers and other experts for participation in research, development, analysis, design, planning and experimental activities conducted at the facilities of the Implementing Agencies or of the Designees; and

(6) Other forms of cooperative activities as may be mutually agreed.

4. The equitable distribution of industrial property resulting from the Cooperation in Fusion Research and Development and of licenses thereof will be achieved by the Implementing Agencies within the scope of the applicable laws and regulations in each country.

5. Activities under the present arrangements shall be subject to budgetary appropriations and to the applicable laws and regulations in each country.

6. (1) The Implementing Agencies may make implementing arrangements specifying the details and procedures not prescribed in the present arrangements.

(2) It is understood that the Designees and the Department of Energy may also make arrangements designed to serve the same purpose as such implementing arrangements.

7. All questions related to the present arrangements will be settled by mutual consultations of the two Governments.

8. The present arrangements shall continue in force as long as the Basic Agreement remains in force. However, either Government may at any time give written notice to the other Government of its intention to terminate the present arrangements, in which case the present arrangements shall terminate six months after such notice has been given.

If the foregoing arrangements are acceptable to the Government of the United States of America, I have further the honor to propose that this Note and Your Excellency's reply to that effect shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of Your Excellency's reply.

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

For the Ambassador Extraordianry
and Plenipotentiary of Japan:

Michio Mizoguchi [1]

[1] Michio Mizoguchi.

The Secretary of State to the Japanese Ambassador

DEPARTMENT OF STATE
WASHINGTON

January 24, 1983

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date, which reads as follows:

[For the English language text, see pp. 388-392.]

I have further the honor to confirm that the foregoing arrangements are acceptable to the Government of the United States of America and to agree that Your Excellency's Note and this Note in reply shall be regarded as constituting an agreement between the two Governments, which will enter into force on the date of this reply.

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

For the Secretary of State:

James L. Malone [1]

His Excellency

Yoshio Okawara

Ambassador Extraordinary and Plenipotentiary of Japan

[1] James L. Malone

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreements amending the agreement of June 2, 1977, as amended and extended.
Effected by exchange of letters
Signed at Mexico February 9, 1983;
Entered into force February 9, 1983.
And exchange of letters
Signed at Mexico May 12 and 27, 1983;
Entered into force May 27, 1983.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
MEXICO

OFFICE OF THE AMBASSADOR

February 9, 1983

His Excellency
Licenciado Sergio Garcia Ramirez
Attorney General of the Republic
E. C. Lázaro Cárdenas No. 9
México, D. F

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and to increase by U.S. $2,000,000 the funding provided under the agreement effected by our Letter of Agreement dated June 2, 1977, as amended fifteen times thereafter.[1] This increase is from U.S. fiscal year 1983 funds for aviation maintenance project number 312801-0109 under appropriation number 19-1131022.2, allotment number 3128, obligation number 399002. It is further understood that the purpose of these funds is for opium poppy and marihuana eradication and narcotics interdiction.

The Government of the United States therefore agrees to amend the second paragraph of our Letter of Agreement dated June 2, 1977, as previously amended,as follows: (1) Delete the phrase, "Two Million Seven Hundred Fifty Thousand Dollars (U.S. $ 2,750,000.00)" and substitute therefor the phrase "Four Million Seven Hundred Fifty Thousand Dollars (U.S. $4,750,000)".(2) Delete the amount "U.S.$33,801,235", and substitute therefor the amount of "U.S. $35,801,235."

[1] TIAS 8952, 9251, 9637, 9695, 9749, 9933, 9963, 10249, 10285, 10310, 10336, 10360, 10430, 10582; 29 UST 2484; 30 UST 1285; 31 UST 4760, 5913; 32 UST 992; 33 UST 3683, 4081, 4406; 34 UST 35, 350, 1449, 3833.

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of our two Governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

John Gavin

John Gavin

FORMA CG-1A

021

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., febrero 9 de 1983 .

EXCELENTISIMO SEÑOR
JOHN GAVIN
EMBAJADOR EXTRAORDINARIO Y
PLENIPOTENCIARIO DE LOS ESTADOS
UNIDOS DE AMERICA,
P R E S E N T E

Excelentísimo señor Embajador :

Me es grato dar respuesta a su atenta comunicación del día 9 de los corrientes, cuyo texto traducido al español es el siguiente :

" Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. $ 2,000,000 los fondos proporcionados bajo el convenio efectuado por nuestra Carta de Convenio fechada 2 de junio de 1977, a su vez enmendada en quince ocasiones posteriormente . Este incremento proviene de fondos del año fiscal 1983 para el Proyecto de Mantenimiento de Aviación, número 312801-0109, asignación número 19-1131022.2, lote número 3128, obligación número 399002. Además, se tiene por entendido que el propósito de estos fondos es para la erradicación de amapola de opio y marihuana y la interceptación de estupefacientes .

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en enmendar el segundo párrafo de nuestra Carta Convenio de fecha 2 de junio de 1977, como previamente enmendada, de la siguiente forma : (1) Suprimir la frase "Dos Millones Setecientos Cincuenta Mil Dólares (U.S.$2,750,000) " y substituir por ella la frase "Cuatro Millones Setecientos Cincuenta Mil Dólares (U.S. $4,750,000)". (2) Suprimir la cantidad de "U.S. $33,801,235", y substituirla por la cantidad de, "U.S.$35,801,235" .

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación con los esfuerzos de nuestros dos gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este acuerdo .

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos .

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal ."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita .

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración .

SUFRAGIO EFECTIVO. NO REELECCION
EL PROCURADOR GENERAL DE LA REPUBLICA

DR. SERGIO GARCIA RAMIREZ .

TRANSLATION

United Mexican States
Office of the Attorney General
of the Republic

No. 021 Mexico, D.F., February 9, 1983

His Excellency
John Gavin
Ambassador Extraordinary
and Plenipotentiary of the
United States of America
Mexico, D.F.

Excellency:

I take pleasure in replying to your letter of today's date which, translated into Spanish, reads as follows:

[For the English language text, see pp. 395-396.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed letter.

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

S. G. Ramirez

Dr. Sergio Garcia Ramirez

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE

UNITED STATES OF AMERICA

MEXICO

OFFICE OF THE AMBASSADOR
May 12, 1983

His Excellency
Dr. Sergio Garcia Ramirez
Attorney General of the Republic
E. C. Lázaro Cárdenas No. 9
México, D. F

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and to increase by U.S. $3,120,000 the funding provided under the agreement effected by our Letter of Agreement dated June 2, 1977, as amended sixteen times thereafter. This increase is from U.S. fiscal year 1983 funds for aviation maintenance project number 312801-0109 under appropriation number 19-1131022.2, allotment number 3128, obligation number 399003. It is further understood that the purpose of these funds is for opium poppy and marihuana eradication and narcotics interdiction.

The Government of the United States therefore agrees to amend the second paragraph of our Letter of Agreement dated June 2, 1977, as amended, as follows: (1) Delete the phrase, "Four Million Seven Hundred Fifty Thousand Dollars (U.S. $4,750,000.00)" and substitute therefor the phrase "Seven Million Eight Hundred Seventy Thousand Dollars (U.S. $7,870,000)". (2) Delete the amount "U.S. $35,801,235", and substitute therefor the amount of "U.S. $38,921,235."

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of our two Governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an agreement between our two governments.

TIAS 10657

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

JOHN GAVIN
John Gavin

The Mexican Attorney General to the American Ambassador

FORMA C G - 1 A

067

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., mayo 27 de 1983 .

Excelentísimo señor
John Gavin
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
P r e s e n t e

Excelentísimo señor Embajador :

Me es grato dar respuesta a su atenta comunicación de fecha 12 de los corrientes, enviada a esta Procuraduría, -- con una nota de cortesía adjunta como texto traducido al español y que a la letra dice :

" Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico - ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a - entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S.$3,120,000 los fondos - proporcionados bajo el convenio efectuado por nuestra Carta de Convenio fechada 2 de junio de 1977, a su vez enmendada en dieciseis ocasiones posteriores. Este incremento proviene de fondos del año fiscal 1983 para el Proyecto - de Mantenimiento de Aviación, número 312801-0109, asignación número 19-1131022.2, lote número 3128, obligación número 399003. Además se tiene por entendido que el propósito de estos fondos es para la erradicación de amapola - de opio y marihuana y la interceptación de estupefacientes .

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en enmendar el segundo párrafo de nuestra Carta - de Convenio de fecha 2 de junio de 1977, como enmendada,

de la siguiente forma: (1) Suprimir la frase " Cuatro Millones Setecientos Cincuenta Mil Dólares (U.S.$4,750,000)" y substituir por ella la frase "Siete Millones Ochocientos Setenta Mil Dólares (U.S.$7,870,000) " . (2) Suprimir la cantidad de " U.S.$35,801,235 " y substituirla por la cantidad de " U.S.$38,921,235 " .

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación con los esfuerzos de nuestros dos Gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este acuerdo .

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre -- nuestros dos Gobiernos .

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal".

Al respecto, deseo expresar a usted que, el Gobierno de - México, está de acuerdo en los términos de la nota transcrita .

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración .

SUFRAGIO EFECTIVO. NO REELECCION
El Procurador General de la República

Dr. Sergio García Ramírez.

TRANSLATION

United Mexican States
Office of the Attorney General

Mexico, D.F., May 27, 1983

No. 0 7

His Excellency
John Gavin
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Mexico, D.F.

Mr. Ambassador:

I am pleased to reply to your letter of May 12, 1983, enclosing a courtesy translation which reads as follows:

[For the English language text, see pp. 400-401.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed letter.

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

S. G. Ramirez

Dr. Sergio Garcia Ramirez
Attorney General of the Republic

CANADA

Defense: Mutual Logistic Support

Agreement signed at Stuttgart February 11, 1983;
Entered into force February 11, 1983.

Agreement Number
US-CA-01

MUTUAL SUPPORT AGREEMENT
BETWEEN
THE UNITED STATES FORCES, EUROPE
AND
THE CANADIAN FORCES, EUROPE

PREAMBLE

The United States Forces, Europe, acting pursuant to the authority of the North Atlantic Treaty Organization Mutual Support Act of 1979,[1] and the Canadian Forces, Europe,

Desiring to further the rationalization, interoperability, readiness, and effectiveness of their respective military forces through increased logistics cooperation,

Desiring to establish basic terms and conditions for provision of mutual logistic support, supplies, and services,

Have resolved to conclude this mutual support agreement.

ARTICLE I

APPLICABILITY

1. This Agreement applies only to military forces in Europe and adjacent waters, and to logistic support, supplies, and services in the inventory or otherwise under the jurisdiction and control of the forces in Europe and adjacent waters.

2. The parties understand that this Agreement will not be employed in a manner to serve as a routine and normal source for supplies and services reasonably available: (a) from United States or Canadian commercial sources or (b) acquirable from the United States through Foreign Military Sales procedures.

ARTICLE II

DEFINITIONS

As used in this Agreement and in any implementing arrangements which provide specific procedures, the following definitions apply:

a. Logistic Support, Supplies, and Services. Food, billeting, transportation, petroleum, oils, lubricants, clothing, communication services, medical services, ammunition, base operations support (and construction incident

[1] 94 Stat. 1016; 10 U.S.C. § 2321.

thereto), storage services, use of facilities, operational training services, spare parts and components, repair and maintenance services, and airport and seaport services.

b. Implementing Arrangement. An implementing arrangement is a supplementary arrangement related to specific logistic support, supplies, services or events, which sets forth the additional details, terms, and conditions which further define and carry out this Agreement.

c. Order. An order, when in its proper form and signed by an authorized official, is a request for the provision of specific logistic support, supplies, or services pursuant to this Agreement and an applicable implementing arrangement, if any.

d. Invoice. Invoices are those documents from the supplying party which request reimbursement or payment for specific logistic support, supplies, and services rendered pursuant to this Agreement and an applicable implementing arrangement, if any.

e. United States European Command (USEUCOM) Component Commands. United States Army, Europe (USAREUR); United States Naval Forces, Europe (USNAVEUR); and United States Air Forces in Europe (USAFE).

f. Europe and Adjacent Waters. The North Atlantic Treaty area as defined in the North Atlantic Treaty[1] (as amended by The Protocols on the Accession of Greece and Turkey,[2] the Federal Republic of Germany[3] and Spain)[4], excluding North America.

ARTICLE III

BASIC TERMS AND CONDITIONS

1. Each party agrees to utilize its best endeavors, consistent with national priorities, not only in peacetime but also in periods of emergency or active hostilities to satisfy requests of the other party for logistic support, supplies, and services. When an implementing arrangement contains a stricter standard of compliance it shall apply over this paragraph.

2. The parties agree that the transfer of logistic support, supplies, and services between the parties shall be accomplished by orders issued and accepted under this Agreement and any applicable implementing arrangements. Orders will be issued against this Agreement alone without an implementing arrangement only in those cases set forth in Annex A. Implementing arrangements may be negotiated on the part of the United States by USEUCOM, USEUCOM Component Commands, and any other organization or agency authorized by USEUCOM.

[1] Signed Apr. 4, 1949. TIAS 1964; 63 Stat. 2241; 4 Bevans 828.
[2] Done Oct 17, 1951. TIAS 2390; 3 UST 43
[3] Signed Oct. 23, 1954. TIAS 3428; 6 UST 5707.
[4] Done Dec. 10, 1981. TIAS 10564; 34 UST 3509.

Implementing arrangements may be negotiated on the part of Canadian Forces, Europe, by Headquarters, Canadian Forces, Europe, or its designate. Whether the transfer is accomplished by orders under this Agreement alone or in conjunction with implementing arrangements, the documents taken together must set forth all necessary details, terms, and conditions to carry out the transfer including the data elements in Annex B. The parties will endeavor to adopt a standard order form. Implementing arrangements will generally identify those positions authorized to issue and accept orders under the implementing arrangement. The parties will notify each other of specific authorizations or limitations on those personnel able to issue or accept orders directly under this agreement or under an implementing arrangement when not covered by the implementing arrangement. In the case of the United States, these notifications will go directly to and from the USEUCOM Component Command concerning personnel belonging to the Component Command as well as HQ USEUCOM.

3. For any transfer of logistic support, supplies, or services, the parties may negotiate for payment either in cash (a "reimbursable transaction") or payment in kind (an "exchange transaction"). Accordingly, the receiving party will pay the supplying party in conformance with either 3a or 3b below.

a. Reimbursable Transactions. The supplying party will submit invoices to the receiving party after delivery or performance of the logistic support, supplies, or services. Both parties will maintain records of all transactions, and the parties will pay outstanding balances not less frequently than quarterly. In pricing reimbursable transactions, the parties agree to the following principles:

(1) In the case of specific acquisition by the supplying party for a receiving party, the price will be no less favorable than the prices charged the armed forces of the supplying party for identical items or services, less any amounts excluded by Article IV of this Agreement. The price charged will take into account differentials due to delivery schedules, points of delivery, and other similar considerations.

(2) In the case of transfer from the supplying party's own resources, the supplying party will charge the same price as the supplying party charges its own forces as of the date the order is accepted by the supplying agency for identical logistic support, supplies, or services, less any amounts excluded by Article IV of this Agreement. In the case where a price has not been established or charges are not made for one's own forces, the parties will agree to a price in advance, excluding charges that are excluded under reciprocal pricing principles.

(3) The parties agree that these reciprocal principles exclude the charging (directly or indirectly) of indirect costs (including charges for plant and production equipment), administrative surcharges, and contract administration costs.

b. Exchange Transactions. Both parties will maintain records of all transactions, and the receiving party will pay the supplying party in kind by transferring to the supplying party logistic support, supplies, or services that are identical or substantially identical to the logistic support, supplies, or services delivered or performed by the supplying party and which are satisfactory to the supplying party. If the receiving party does not pay in kind within the terms of a replacement schedule, agreed to or in effect at the time of the original transaction with time frames which may not exceed 1 year from the date of the original transaction, the transaction shall be deemed a reimbursable transaction and governed by paragraph 3a above, except that the price will be established based upon the date the payment in kind was to take place.

4. When a definitive price is not agreed in advance on the order, the order will set forth a maximum limitation of liability for the party ordering the logistic support, supplies, or services, pending agreement on a final price. The parties will promptly enter into negotiation to establish the final price.

5. The invoice will contain an identification of this Agreement or an applicable implementing arrangement and will be in the format set forth by the supplying organizations. The invoice will be accompanied by evidence of receipt by the party receiving the logistic support, supplies, or services.

6. An audit certificate shall be provided by the appropriate Audit authority of the supplying party on request, certifying that charges are in accordance with the reciprocal pricing principles of this Agreement.

7. Nothing herein shall serve as a basis for an increased charge for logistic support, supplies, or services if such logistic support, supplies, or services would be available without charge or at a lesser charge under terms of another agreement.

8. In all transactions involving the transfer of logistic support, supplies, or services, the receiving party agrees that such logistic support, supplies, or services will not be retransferred, either temporarily or permanently, by any means to other than the forces of the receiving party or a NATO government or a NATO subsidiary body or agent thereof without the prior written consent of the supplying party.

ARTICLE IV

EXCLUDED CHARGES

Provisions of tax and customs relief agreements will be applied to transactions under this Agreement to the maximum extent allowable. The parties will cooperate to provide proper documentation to maximize tax relief.

ARTICLE V

INTERPRETATION AND REVISION

1. The parties agree to make a good faith effort to resolve disagreements between the parties with respect to the interpretation or application of this Agreement. In the case of an implementing arrangement or transaction, the parties to the agreements or transactions will make a good faith effort to resolve any disagreements with respect to interpretation or application of the arrangement or transaction. Resolution will be by negotiation, and will not be referred to an international tribunal or third party for settlement.

2. Either party may, at any time, request revision of this Agreement. In the event such a request is made, the two parties shall promptly enter into negotiations.

ARTICLE VI

EFFECTIVE DATE AND TERMINATION

This Agreement will become effective on the date of the last signature and will continue in effect until terminated by either party giving six (6) months notice in writing, terms and conditions to be agreed at that time.

Done at Stuttgart, Germany On 11 February 1983

In two originals in the English language.

FOR THE
UNITED STATES FORCES, EUROPE

FRANCIS J. TONER
Major General, USA
Director of Logistics and
Security Assistance
HQ, US European Command

FOR THE
CANADIAN FORCES, EUROPE

MAJOR GENERAL FRANCOIS RICHARD, CD
Commander, Canadian Forces, Europe

ANNEX A

Pursuant to Article III, paragraph 2, orders or requisitions may be issued against this Agreement alone in the following circumstances:

a. Orders placed during times of tension and active hostilities;

b. Orders for logistic support, supplies and services as defined in this Agreement and also covered by a NATO logistic support STANAG (e.g., 1062, 2034, 2135 and 3113). However, to the extent both parties have ratified and implemented and have legal authority to use a NATO logistic support STANAG, the order will be placed against the STANAG.

c. Orders for logistic support, supplies and services urgently required and not covered by an implementing arrangement provided HQ USEUCOM or the applicable USEUCOM Component Command and Headquarters, Canadian Forces, Europe, agree.

However, if there is an applicable implementing arrangement, it may be used if desired.

TIAS 10658

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ANNEX B

MINIMUM ESSENTIAL DATA ELEMENTS

(1) Support Agreement or implementing arrangement, if any.
(2) Date of order.
(3) Country, ministry, department or command to be billed.
(4) Numerical listing of stock numbers of items, if any.
(5) Quantity and description of material and/or services requested.
(6) Quantity furnished.
(7) Unit of measurement.
(8) Unit price.
(9) Quantity furnished (as at 6), multiplied by unit price (as at 8).
(10) Currency of billing country.
(11) Total order amount expressed in currency of billing country.
(12) Name (typed or printed) and signature and title of authorized ordering or requisitioning representative.
(13) Payee to be designated on remittance.
(14) Designation and address of office to which remittance is to be sent.
(15) Recipient's signature acknowledging services or supplies received on the requisition or order or a separate supplementary document.
(16) Document number of order or requisition.
(17) Receiving organization.
(18) Issuing organization.
(19) Transaction type.
(20) Fund citation or certification of availability of funds when applicable under parties procedures.
(21) Date and place of original transfer and in case of an exchange transaction, a replacement schedule including time and place of replacement transfer.
(22) Signature, name, and title of authorized acceptance official.
(23) Additional special requirements, if any, such as transportation, packaging, etc.
(24) Limitation of government liability.
(25) Name, signature, date and title of official of supplying party who actually issues supplies or services.

CANADA

Defense: Test and Evaluation of Weapons Systems

Agreement effected by exchange of notes
Signed at Washington February 10, 1983;
Entered into force February 10, 1983.

The Canadian Ambassador to the Acting Secretary of State

Canadian Embassy Ambassade du Canada

February 10, 1983

Note No. 64

Sir,

I have the honour to refer to recent discussions between officials of the Government of Canada and of the Government of the United States of America concerning the test and evaluation of US defence systems in Canada.

As a result of these discussions I have the honour to propose an agreement in the following terms:

1. The undertakings pursuant to this Agreement shall be known as "The Canada/US (CANUS) Test and Evaluation Program". An undertaking under this Program shall be known as a Test and Evaluation (T&E) project.

2. The T&E Program conducted under the provisions of this Agreement shall be governed by the terms of the Agreement between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces (NATO SOFA) dated June 19, 1951.[1]

3. This Agreement is applicable to T&E projects developed under the auspices of this Program and which are mutually agreed upon by the Minister of National Defence on behalf of Canada and by the Secretary of Defense on behalf of the United States of America, or their designated representatives. Canada may refuse any T&E projects proposed under this Agreement.

4. A Memorandum of Understanding dealing with general implementing arrangements for this Agreement, including program management and administration, shall be negotiated and concluded by the designated representatives of the Canadian Department of National Defence (DND) and the United States Department of Defense (DOD). A Project Arrangement providing implementing arrangements for each CANUS T&E project shall be negotiated and concluded by DND and DOD.

[1] TIAS 2846; 4 UST 1792.

5. Nothing in this Agreement shall derogate from the application of Canadian law in Canada. If, in unusual circumstances, the application of Canadian law may lead to delay or difficulty in the conduct of a T&E project, DOD may request the assistance of Canadian authorities in seeking appropriate alleviation.

6. The Canadian Forces shall exercise command and control over Canadian facilities used by the DOD for T&E, and Canadian safety regulations and orders shall apply.

7. Specific T&E projects shall be confined to Canadian Forces bases, training areas and agreed airspace. The tests and evaluations will include projects related to weapons, weapons systems, stores and equipment, and electronic warfare systems and may include associated training and tactics development activities.

8. In no case shall nuclear, biological or chemical warfare materials be brought into Canada under this Agreement. Cruise missiles shall be unarmed.

9. Except as provided in paragraph 10, the United States shall bear all the costs and expenditures of the T&E Program. Project Arrangements made under the terms and conditions of this Agreement shall not be finalized until such time as it is confirmed that funds have been authorized, appropriated and allocated for this purpose. Subject to Article VIII of NATO SOFA, the United States shall reimburse Canada for all costs incurred by Canada on behalf of the United States as a direct result of the T&E Program. DND charges for support shall not include any amounts for military pay nor include normal operating and maintenance expenses that would be incurred whether or not the DOD was using the facility.

10. Canada shall have the right to participate in all CANUS T&E projects. The scope, character and financial obligations, if any, of Canadian participation shall be determined for each project through consultation and shall be specified in the associated Project Arrangements.

11. While security for a T&E project will be the responsibility of the Canadian Forces (CF), in special cases such as an unscheduled termination of a test flight or an accident in or adjacent to a CF Base, the US forces may be requested to assume this responsibility on a case by case basis if circumstances so dictate. When appropriate, the

services of the Canadian Forces to meet a special security case will be provided on a cost recoverable basis.

12. The use of a specified test area shall be dependent upon the availability of facilities and local resources. Every effort, however, shall be made by DND to accommodate a T&E project in CF plans and to obtain clearances for the use of airspace associated with the test plan.

13. The use of Canadian civil airspace shall be approved and controlled by the Minister of Transport. Flight corridors in Canada to be used for the testing of cruise missiles shall be selected to ensure minimum disruption to civil aircraft operations and minimum disturbance to persons on the ground.

14. DND may review the types of T&E data that are expected to be acquired by DOD during the conduct of a particular project to determine their relevance to DND programs. DND may request that the data acquired during the conduct of the project be provided by DOD. Data provided by DOD shall be at no cost to Canada except as provided in paragraph 10 above. All proprietary information and data exchanged under this program shall be in accordance with the NATO Agreement on the Communication of Technical Information for Defence Purposes signed in Brussels on October 19, 1970.[1] All T&E Project Arrangements shall contain the appropriate Intellectual Property provisions.

15. Any classified information and material exchanged under this Program will be safeguarded in accordance with existing arrangements between Canada and the United States in relation to the protection of classified information.

16. All tests and evaluations involving US classified information and/or material will be carried out under US Government security control unless the specific Project Arrangement specifies otherwise. However, the Canadian Forces shall continue to exercise command and control over Canadian facilities used by the DOD for T&E as provided for in paragraph 6 of this Agreement.

17. The release of information to the public concerning any project under this Agreement shall require prior consultation and coordination between appropriate US and Canadian authorities.

[1] TIAS 7064; 22 UST 347.

18. The DOD shall comply with Canadian laws, regulations and orders applicable to the Canadian Forces in respect of the protection of the environment. DOD shall assume financial responsibility for any environmental studies required under Canadian law, regulations and orders.

19. Claims arising from T&E projects shall be settled in accordance with Article VIII of NATO SOFA. Activities conducted under this Agreement are deemed to be in connection with the operation of the North Atlantic Treaty for the purposes of applying Article VIII, Paragraph I.

20. DND will provide, on a reimbursable basis, all goods, services and facilities required from Canadian sources during the period of this Agreement.

21. Removal and disposal of United States Government property shall be governed by the Agreement between the United States of America and Canada regarding Disposal of United States Excess Property in Canada effected by the Exchange of Notes signed in Ottawa, August 28 and September 1, 1961[1]No activities undertaken pursuant to this T&E Agreement shall be deemed "joint exercises for Canadian and United States forces" as that term is used in paragraph 6 of the Note dated August 28, 1961.

22. To the extent that existing laws, regulations and agreements, including NATO SOFA, permit, the import into Canada and purchase in Canada of equipment and goods required for T&E projects shall not be subject to customs duties, federal sales taxes and excise taxes.

23. This Agreement shall remain in force for a period of five years and will be renewed automatically for a further term of five years, subject to the following provisions:

a. This Agreement may be terminated in its entirety upon twelve months notice in writing by either Government, or in whole or in part, by either Government, without advance notice, should either Government consider it necessary by reason of an extreme emergency such as war, invasion, insurrection or riot, real or apprehended.

b. In the event of the termination of this Agreement the Governments of Canada and the

[1] TIAS 4841; 12 UST 1228.

United States shall negotiate the settlement of outstanding financial issues.

c. Either Government shall reserve the right to cancel, suspend, postpone or terminate any specific test and evaluation project, if in its opinion, any unforeseen imperative circumstances should so warrant. In such event the financial obligations of the parties, including reimbursement of costs incurred by a party as a result of cancellation, suspension, postponement or termination by the other party, shall be the subject of separate negotiation.

d. This Agreement may be amended by mutual consent of the parties.

If the foregoing is acceptable to the Government of the United States, I have the honour to propose that this Note, which is authentic in English and French, and your Note in reply to that effect,[1] shall constitute an Agreement between our two Governments which shall enter into force upon the date of your reply.

Accept, Sir, the assurances of my highest consideration.

Allan Gotlieb

Allan Gotlieb
Ambassador of Canada

The Honorable Kenneth W. Dam,
Acting Secretary of State,
Department of State,
Washington, D.C.

[1] See p. 393.

French Text of the Canadian Note

Canadian Embassy Ambassade du Canada

le 10 février 1983

Note No. 64

Monsieur,

J'ai l'honneur de me reporter aux discussions qui se sont déroulées récemment entre des représentants du Gouvernement du Canada et du Gouvernement des États-Unis d'Amérique relativement à l'essai et à l'évaluation, en territoire canadien, de systèmes de défense américains.

Comme suite à ces discussions, j'ai l'honneur de proposer un accord dans les termes suivants:

1. Les activités entreprises en vertu du présent Accord s'inscriront dans le cadre d'un programme appelé "Programme canado-américain (CANAM) d'essai et d'évaluation". Toute activité entreprise dans le cadre de ce programme sera désignée "projet d'essai et d'évaluation (E&E)".

2. Le Programme E&E mené aux termes du présent Accord sera régi par les dispositions de la Convention entre les États parties au Traité de l'Atlantique Nord sur le statut de leurs forces (NATO SOFA), en date du 19 juin 1951.

3. Le présent Accord s'applique aux projets E&E élaborés dans le cadre du Programme susmentionné et approuvé par le ministre de la Défense nationale, au nom du Canada, et par le secrétaire de la Défense, au nom des États-Unis d'Amérique, ou par leurs représentants désignés. Le Canada peut refuser tout projet E&E proposé dans le cadre du présent Accord.

4. Un mémoire d'entente portant sur les formalités générales de mise en oeuvre du présent Accord, y compris la gestion et l'administration du programme, sera négocié et conclu par les représentants désignés du ministère de la Défense nationale (MDN) du Canada et du département de la Défense (DD) des États-Unis. Un arrangement prévoyant les modalités d'exécution de chaque projet canado-américain E&E sera négocié et conclu par le MDN et le DD.

5. Rien dans le présent Accord ne doit déroger à l'application de la loi canadienne au Canada. Si, exceptionnellement, l'application de la loi au Canada risque de retarder ou de gêner l'exécution d'un projet E&E, le DD peut s'adresser aux autorités canadiennes pour obtenir les autorisations appropriées.

6. Les Forces canadiennes assureront le commandement et le contrôle des installations canadiennes utilisées par le DD pour ses activités E&E, et les ordonnances et règles de sécurité canadiennes s'appliqueront à cet égard.

7. Des projets E&E spécifiques seront menés dans les limites de bases et de secteurs d'entraînement militaires canadiens et dans l'espace aérien convenu. Les activités d'essai et d'évaluation porteront sur des armes, des systèmes d'armes, des approvisionnements et des pièces d'équipement ainsi que sur des systèmes de guerre électronique, et pourront donner lieu à des activités connexes liées à l'entraînement et au développement de tactiques.

8. Des substances nucléaires, biologiques ou chimiques ne peuvent en aucun cas être introduites au Canada en vertu du présent Accord. Les missiles de croisière ne seront pas armés.

9. Sauf exception prévue au paragraphe 10, les États-Unis assumeront la totalité des coûts et des dépenses afférents au Programme E&E. Les arrangements de projet conclus selon les modalités du présent Accord ne seront pas finalisés avant qu'il soit confirmé que les fonds ont été autorisés et affectés à cette fin. Sous réserve des dispositions de l'Article VIII de l'Accord NATO SOFA, les États-Unis rembourseront au Canada toutes les dépenses engagées par lui pour le compte des États-Unis et découlant directement du Programme E&E. Les dépenses de soutien imputées par le MDN ne comprendront pas les sommes versées pour payer la solde des militaires, ni les frais normaux de fonctionnement et d'entretien qui auraient été engagés de toutes façons, que le DD ait utilisé ou non les installations.

10. Le Canada aura le droit de participer à tous les projets canado-américains E&E. L'importance et la nature de cette participation, ainsi que les engagements financiers, le cas échéant, seront déterminés dans chaque cas par le biais de consultations, et précisés dans les arrangements connexes.

11. La sécurité d'un projet E&E sera normalement la responsabilité des Forces canadiennes (FC), mais, dans des cas particuliers comme l'interruption imprévue d'un vol d'essai ou un accident à l'intérieur ou à proximité d'une base des FC, les forces américaines pourront être appelées à assumer cette responsabilité de façon ponctuelle, si les circonstances le justifient. Au besoin, les Forces canadiennes assureront les services requis pour des cas spécifiques de sécurité, moyennant recouvrement des coûts.

12. L'utilisation d'une aire d'essai donnée sera fonction de la disponibilité des installations et des ressources locales. Cependant, le MDN ne doit ménager aucun effort pour intégrer aux plans des FC un projet E&E donné, et pour obtenir les autorisations nécessaires quant à l'utilisation de l'espace aérien correspondant au plan d'essais.

13. L'utilisation de l'espace aérien relevant des autorités civiles canadiennes sera approuvée et contrôlée par le ministre des Transports. Les couloirs aériens utilisés au Canada pour l'essai de missiles de croisière doivent être choisis de façon à perturber le moins possible les opérations aériennes civiles et à causer le minimum de dérangement aux personnes au sol.

14. Le MDN peut examiner la nature des données E&E que le DD est censé recueillir dans le cadre d'un projet particulier afin d'en déterminer la pertinence par rapport aux programmes du MDN. Le MDN peut, par ailleurs, demander que les données recueillies dans le cadre du projet lui soient communiquées par le DD. Ces données seront fournies au Canada à titre gracieux, sauf dans les cas prévus au paragraphe 10 ci-dessus. Tout échange de données et de renseignements exclusifs dans le cadre de ce Programme sera conforme aux dispositions de l'Accord OTAN sur la communication d'informations techniques à des fins de défense, signé à Bruxelles le 19 octobre 1970. Tout arrangement relatif à un projet E&E renfermera les dispositions appropriées touchant la propriété intellectuelle.

15. Toute information ou tout matériel classifié échangés dans le cadre du Programme seront gardés en sûreté conformément aux ententes en vigueur entre le Canada et les États-Unis concernant la protection de l'information classifiée.

16. Sauf indication expresse à l'effet du contraire dans l'arrangement de projet, toute activité E&E nécessitant l'utilisation de renseignements ou de matériel américains classifiés sera assujettie au contrôle de sécurité du Gouvernement des États-Unis. Toutefois, les Forces canadiennes continueront d'assurer le commandement et le contrôle des installations canadiennes utilisées par le DD pour ses activités E&E, comme le stipule le paragraphe 6 du présent Accord.

17. La diffusion au public de renseignements sur tout projet exécuté en vertu du présent Accord ne sera autorisée qu'une fois que les autorités américaines et canadiennes compétentes auront mené les consultations et les activités de coordination qui s'imposent.

18. Le DD doit observer les lois, règles et ordonnances applicables aux Forces canadiennes pour ce qui touche la protection de l'environnement. Il assumera la responsabilité financière de toute étude environnementale requise aux termes des lois, règles et ordonnances canadiennes.

19. Les réclamations présentées par suite d'un projet E&E seront réglées conformément aux dispositions de l'Article VIII de l'Accord NATO SOFA. Les activités menées dans le cadre du présent Accord sont considérées comme liées à celles menées dans le cadre du Traité de l'Atlantique Nord aux fins de l'application du paragraphe 1 de l'Article VIII.

20. Le MDN fournira, moyennant remboursement des frais engagés, tous les biens, toutes les installations et tous les services requis de sources canadiennes pendant la durée du présent Accord.

21. L'enlèvement et l'élimination de tout bien appartenant au Gouvernement des États-Unis seront régis par l'Accord intervenu, par l'Échange de Notes signées à Ottawa les 28 août et 1er septembre 1961, entre les États-Unis d'Amérique et le Canada concernant la manière dont il sera disposé des excédents de biens des États-Unis au Canada. Aucune activité entreprise en vertu du présent Accord ne doit être considérée comme une "manoeuvre conjointe de forces du Canada et des États-Unis" selon l'expression utilisée au paragraphe 6 de la Note datée du 28 août 1961.

22. Dans la mesure où les lois, les règlements et les accords existants, y compris l'Accord NATO SOFA, le permettent, l'importation au Canada et l'achat au Canada de l'équipement et des produits nécessaires à l'exécution de projets E&E ne doivent pas être assujettis aux droits de douane, à la taxe de vente et à la taxe d'accise.

23. Le présent Accord restera en vigueur pendant cinq ans et sera reconduit automatiquement pour une autre période de cinq ans, sous réserve des dispositions suivantes:

a. Le présent Accord peut être dénoncé dans sa totalité sur présentation d'un préavis écrit de douze mois par l'un ou l'autre Gouvernement, ou dans sa totalité ou en partie, par l'un ou l'autre Gouvernement, sans préavis, si l'un ou l'autre Gouvernement, le juge nécessaire par suite d'une situation d'urgence extrême, comme une guerre, une invasion, une insurrection ou une émeute réelle ou appréhendée.

b. En cas de dénonciation du présent Accord, le Gouvernement du Canada et le Gouvernement des États-Unis négocieront le règlement des questions financières en suspens.

c. Chacun des deux Gouvernements se réserve le droit d'annuler, de suspendre, de reporter ou de faire cesser tout projet d'essai et d'évaluation si, à son avis, quelque circonstance urgente imprévue le justifie. Le cas échéant, les obligations financières des parties, y compris le remboursement des dépenses engagées par une partie par suite de l'annulation, de la suspension, du report ou de l'interruption d'un projet par l'autre partie, feront l'objet de négociations distinctes.

d. Le présent Accord peut être modifié avec le consentement des deux parties.

Si le Gouvernement des États-Unis agrée aux considérations qui précèdent, j'ai l'honneur de proposer que la présente Note, dont les versions anglaise et française font également foi, et votre réponse constituent entre nos

deux Gouvernements un accord qui entrera en vigueur à la date de votre réponse.

Veuillez agréer, Monsieur, les assurances de ma très haute considération.

L'Ambassadeur du Canada

Allan Gotlieb

Allan Gotlieb

L'Honorable Kenneth W. Dam
Secrétaire d'Etat par intérim,
Département d'Etat,
Washington, D.C.

The Acting Secretary of State to the Canadian Ambassador

DEPARTMENT OF STATE
WASHINGTON

February 10, 1983

Excellency:

I have the honor to acknowledge receipt of your note No. 64 dated February 10, 1983, concerning the test and evaluation of United States defense systems in Canada.

I am pleased to inform you that the Government of the United States of America accepts the proposals contained in your note and that your note and this note in reply shall constitute an Agreement regarding this matter which shall enter into force on the date of this note.

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

[1]
Acting Secretary of State

His Excellency

Allan E. Gotlieb,

Ambassador of Canada.

[1] Kenneth W. Dam.

SUDAN

Agricultural Commodities

Agreement signed at Khartoum February 8, 1979;
Entered into force August 2, 1982.
And signed at Khartoum January 20, 1983;
Entered into force January 20, 1983.
And amending agreements.
Effected by exchange of letters
Signed at Khartoum February 21, 1983;
Entered into force February 21, 1983.
And exchange of letters
Signed at Khartoum June 13, 1983;
Entered into force June 13, 1983.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN
FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Democratic Republic of the Sudan have agreed to the sales of the agricultural commodities specified below. This agreement shall consist of the Preamble, incorporating by reference the Preamble, Part I and III, of the December 24, 1977 Title I Agreement,* together with the following Part II:

Part II - PARTICULAR PROVISIONS

Item I. Commodity Table

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value ($ Millions)
Wheat/Wheat Flour (Grain Equivalent Basis) 1/	1979	140,000	20.0

TOTAL - $20.0 Million

Item II. Payment Terms

Convertible Local Currency Credit

1. Initial Payment - 5 percent.
2. Currency Use Payment - none.
3. Number of Installment Payments - 31.
4. Amount of Each Installment Payment - Approximately equal annual amounts.

1/ Of the total wheat/wheat flour (140,000 metric tons...on grain equivalent basis) approximately 33,232 metric tons of wheat will be taken in wheat flour equivalent (approximately 24,924 metric tons) with an export market value of $5.0 million. [Footnote in the original.]

* TIAS 9157; 29 UST 5873. For other agreements related to the agreement of Dec. 24, 1977, see TIAS 10075, 10251 and 10352; 33 UST 906, 3698; 34 UST 275.

5. Due Date of First Installment Payment - 10 years after date of last delivery of commodities in each calendar year.

6. Initial Interest Rate - 2 percent.

7. Continuing Interest Rate - 3 percent.

Item III. Usual Marketing Table

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Wheat/Wheat Flour (Grain Equivalent Basis)	1979	133,000

Item IV. Export Limitations

A. The export limitation period shall be U.S. Fiscal Year 1979 or any subsequent U.S. Fiscal Year during which commodities financed under this agreement are being utilized or imported.

B. For the purposes of Part I, Article III A(4) of the agreement, the commodities which may not be exported are: for wheat/wheat flour--wheat, wheat flour, rolled wheat, semoline, farina or bulgar (or the same product under a different name).

Item V. Self-Help Measures

A. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Sudan agrees to:

1. Increase support for agricultural research, looking toward increased yields through appropriate technology and methods, especially in the traditional sectors of the southern and western regions.

2. Expand the training programs for mid-level management and technical personnel, to support overall agricultural planning and implementation.

3. Increase incentives for farmers to produce food crops with greater productivity, through local extension activities, improved procurement policies and credit facilities, and price stabilization.

4. Expand the food transport, distribution and marketing infrastructure, including roads and vehicles, railroad capacity, railroad rate incentives, and essential storage facilities.

5. Increase the direct local contact in the southern and western regions, with delivery of such social services as health, nutrition and family planning.

6. Support research into the reduction of desertification and soil erosion, and the development of renewable energy technology.

7. In cooperation with appropriate national/international organizations and the Government of the United States of America, namely the United States Department of Agriculture/United States Agency for International Development, conduct an official review of the current supply distribution and trade data in the agriculture sector. Particular emphasis will be given to updating and analyzing supply/demand and trade data required for commodities proposal for P.L. 480[1] programming.

[1] 68 Stat. 455; 7 U.S.C. §1701 *et seq.*

Item VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be used

A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for the following economic development sectors: Agriculture, Rural Development, and Population Planning and Nutrition.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

Item VII.

The Government of the Democratic Republic of the Sudan understands that the Food for Peace Act (P.L. 480) requires the agreement to provide for termination whenever the Government of the United States of America finds that the self-help program described in the agreement is not being adequately developed and that the Government of the United States of America can terminate the agreement in such a case under the termination clause in Part III of the agreement.

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

DONE at Khartoum, in duplicate, this 8th day of February 1979.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Richard W. Bogosian [1]

FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN:

[2]

جمهورية السودان الديمقراطية
قسم التعهدات
8 FEB 1979
وزارة التجارة والتموين

[1] Richard W. Bogosian.

[2] Mohamed Hashim Awad.

AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND

THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF THE SUDAN

FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Democratic Republic of the Sudan agree to the sale of agricultural commodities specified below. This Agreement shall consist of the preamble and Parts I and III of the Agreement signed December 24, 1977, together with the following Part II.

PART II. Particular Provisions:

ITEM I. COMMODITY TABLE:

.....	Supply	Approximate	Maximum Export
.....	Period	Quantity	Market Value
Commodity	(U.S. FY)	(Metric Tons)	(Dols Millions)
Wheat	1983	45,000 MT	7.0
Wheat flour	1983	12,000 MT	3.0

ITEM II. PAYMENT TERMS: Convertible Local Currency Credit (CLCC) - Forty (40) Years.

(A) Initial payment -- none;

(B) Currency use payment -- five (5) percent;

(C) Number of installment payments -- thirty-one (31);

(D) Amount of each installment payment -- approximately equal annual amounts;

(E) Due date of the first installment payment -- ten (10) years after date of last delivery of commodities in each calendar year;

(F) Initial interest rate -- two (2) percent;

(G) Continuing interest rate -- three (3) percent;

ITEM III. USUAL MARKETING TABLE:

--	Import Period	Usual Marketing
--	United States	Requirement
Commodity	Fiscal Year	(Metric Tons)
Wheat/ Wheat flour (Grain equivalent basis)	1983	159,000

ITEM IV. EXPORT LIMITATION PERIOD:

(A) The export limitation period shall be United States Fiscal Year 1983, or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

(B) Commodities to which export limitations apply: For the purposes of Part I, Article III A (4) of this Agreement, the commodities which may not be exported are: wheat, wheat flour, rolled wheat, semolina, bulgur or the same products under different names.

ITEM V. SELF-HELP MEASURES:

(A) The Government of Sudan agrees to undertake self-help measures to improve its production, storage and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture.

(B) The Government of Sudan will undertake the following activities and in doing so to provide adequate financial, technical and managerial

resources for their implementation:

1. The Government of Sudan agrees to eliminate subsidy on wheat and wheat flour as soon as practicable before December 15, 1983.

2. The Government of Sudan will encourage private sector import of wheat/wheat flour.

3. Pursuant to Government policy, the Government of Sudan will review the structure, operations and financial performance of public and parastatal corporations engaged in agricultural production and marketing. By December 31, 1983 the GOS will develop a plan for shifting selected public enterprises and functions to private sector management or ownership over the short- and longer-term. For public corporations/functions not transferred to the private sector, the plan will include policy measures to substantially reduce operating losses and/or budget subsidies and operate on an economic or cost recovery basis.

4. The Government of Sudan will increase emphasis on management and technical training programs and establish compensatory and/or other measures to encourage the retention of technically qualified personnel in agriculture and related industries.

5. The Government of Sudan will review annually the structure of incentives for domestically produced agricultural commodities and will announce pre-planting, producer prices for farmers in the rainfed and irrigated sectors that are at parity with comparable import prices discounted for normal internal marketing costs and the cost of budgetary subsidies. The GOS will review the budgetary costs, equity or distributional impact of input subsidies, as well as the rational of input subsidies with the view to

substantially reducing subsidies and moving toward incentive prices at parity with comparable import prices.

6. The Government of Sudan with the help of the United States Government during 1983 will initiate a study to determine the economic feasibility of private sector investment in sorghum milling capacity and the blending of composite wheat/sorghum flour, in order to reduce Sudan's dependence on imported wheat.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

A. The proceeds accruing to the Government of Sudan from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in this Agreement, and for development in the agricultural and rural development sectors, in manner designed to increase the access of the poor in Sudan to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Sudan's people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Khartoum in duplicate, the ..20th..... day of January....., 1983.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

BY: [signature]

TITLE: John Davison, Chargé d'Affaires

DATE: January 20, 1983

FOR THE GOVERNMENT OF THE DEMOCRAT REPUBLIC OF THE SUDAN

BY: [signature]

TITLE: H.E. Ahmed Salim, Minister of St Ministry of Cooperation, Commerc and Supply.

DATE: January 20, 1983

[AMENDING AGREEMENTS]

The American Embassy to the Sudanese Ministry of Cooperation, Commerce and Supply

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 49

The Embassy of the United States of America presents its compliments to the Ministry of Cooperation, Commerce and Supply of the Democratic Republic of the Sudan and has the honor to refer to the agricultural commodity agreement signed by representatives of our two governments on January 20, 1983, and to propose that PART II, PARTICULAR PROVISIONS, of that agreement be amended as follows: In Part II, Item I Commodity table: Delete line for wheat and replace with "Wheat" "1983" "136,000" and "22.5", and change total to read dols "25.5".

All other terms and conditions of the January 20, 1983 sales agreement remain the same. However, it is agreed the Democratic Republic of the Sudan will negotiate new additional self-help measures during any further negotiations of amendments to the FY 83 Title I and Title III agreements. If the foregoing is acceptable to your government, I propose that this note, together with your reply thereto, constitute agreement between our two governments, effective on the date of your note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Cooperation, Commerce and Supply of the Democratic Republic of the Sudan the assurances of its highest consideration.

C. William Kontos

Ambassador
Embassy of the United States of America
Khartoum, February 21, 1983

TIAS 10660

The Sudanese Minister of Cooperation, Commerce and Supply to the American Ambassador

جمهـــورية الســـودان الديمقراطـــية

MINISTRY OF CO-OPERATION
COMMERCE & SUPPLY
P. O. Box 194, Khartoum - Sudan
Telex No. 329
Minister's Office

وزارة التعـاون والتجـارة والتموين
ص.ب : ١٩٤ الخرطوم ـ السودان
تلغرافيا : تجارة
تلكس : ٣٢٩
مكتب الوزير

النمرة : و ت ت ت MCCS/MO/7-1

التاريخ : ١٩ Feb. 21, 1983

THE HONORABLE C. WILLIAM KONTOS
AMBASSADOR
EMBASSY OF THE UNITED STATES OF AMERICA
KHARTOUM, SUDAN

Dear Mr. Ambassador:

I have the honor to acknowledge receipt of your Excellency's letter of today's date reading as follows:

[For the text of the U.S. note, see p. 438.]

It gives me great pleasure to inform your Excellency that this amendment is acceptable to the Government of the Democratic Republic of the Sudan and to confirm that your letter and this reply constitute an amendment to the agricultural commodity agreement signed on January 20, 1983.

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

Yours faithfully,

FAROUK I. EL MAGBOUL
MINISTER OF COOPERATION, COMMERCE & SUPPLY

The American Embassy to the Sudanese Ministry of Cooperation, Commerce and Supply

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 139

The Embassy of the United States of America presents its compliments to the Ministry of Cooperation, Commerce and Supply of the Democratic Republic of the Sudan and has the honor to refer to the agricultural commodity agreement signed by representatives of our two governments on January 20, 1983, and as amended February 21, 1983, and to propose that PART II, PARTICULAR PROVISIONS, of that agreement be amended as follows: In Part II, Item I, Commodity table delete line for wheat flour and replace with "wheat flour" "1983" "29,200" and "7.5" and change dollar total to read "30.0".

All other terms and conditions of the January 20, 1983 sales agreement remain the same. If the foregoing is acceptable to your government, I propose that this note, together with your reply thereto, constitute agreement between our two governments, effective on the date of your note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Cooperation, Commerce and Supply of the Democratic Republic of the Sudan the assurances of its highest consideration.

John S. Davison [1]

Charge d'Affaires a.i.
Embassy of the United States of America
Khartoum, June 13, 1983

[1] John S. Davison.

The Sudanese State Minister for Cooperation, Commerce and Supply to the American Chargé d'Affaires ad interim

The Democratic Republic of the Sudan
MINISTRY OF CO-OPERATION
COMMERCE & SUPPLY
P. O. Box 194, Khartoum, Sudan
Telex No. 329
State Minister's Office

جمهورية السودان الديمقراطية
وزارة التعاون والتجارة والتموين
ص.ب: ١٩٤ الخرطوم - السودان
تلغرافيا: تجارة
تلكس ٣٢٩
مكتب وزير الدولة

الرقم : _____

التاريخ : 6 / 13 / 83 م

Excellency:

I have the honor to acknowledge receipt of your Excellency's letter of today's date reading as follows:

[For the text of the U.S. note, see p. 438.]

It gives me great pleasure to inform your Excellency that this amendment is acceptable to the Government of the Democratic Republic of the Sudan and to confirm that your letter and this reply constitute an amendment to the agricultural commodity agreement signed on January 20, 1983 and as amended February 21, 1983.

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

Yours faithfully,

Ahmed Salim Ahmed
STATE MINISTER FOR COOPERATION,
COMMERCE & SUPPLY

H.E. John S. Davison
Charge D'Affaires a.i.
Embassy of the United States of America
Khartoum, June 13, 1983

TIAS 10660

QATAR

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Doha and Washington January 19 and February 14, 1983;
Entered into force June 1, 1983.

INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF QATAR AND THE UNITED STATES POSTAL SERVICE

TIAS 10661

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Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between Qatar and the United States of America, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;

[1] TIAS 9972; 32 UST 4587.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the names and addresses of the sender and designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

4. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the names and addresses of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

(a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,

(b) shall not exceed 20 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modifications of the imbalance charge may be made as followa:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one thousand.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 20 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 21 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Alterations or Amendments; Additional Rules and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

[1] June 1, 1983.

Done in duplicate and signed at Doha on the

19th day of January, 1983 and at

Washington, D.C. on the 14th day of February, 1983.

FOR THE POSTAL ADMINISTRATION OF QATAR:

Mohammed Saif Al-Moadhadi
Director General of Posts

FOR THE UNITED STATES POSTAL SERVICE:

W E Duka [1]
Assistant Postmaster General
International Postal Affairs

[1] W. E. Duka.

DETAILED REGULATIONS OF THE INTERNATIONAL EXPRESS MAIL AGREEMENT BETWEEN THE POSTAL ADMINISTRATION OF QATAR AND THE UNITED STATES POSTAL SERVICE

TIAS 10661

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The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the Postal Administration of Qatar and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar from. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall acccompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

ZAMBIA

Agricultural Commodities

Agreement signed at Lusaka February 18, 1983;
Entered into force February 18, 1983.

AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE
GOVERNMENT OF THE REPUBLIC OF ZAMBIA
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Zambia agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Agreement signed August 4, 1978,[1] together with the following Part II:

PART II PARTICULAR PROVISIONS

Item I COMMODITY TABLE:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Quantity (M.T.)	Maximum Export Market Value $ (Million)
Wheat	1983	18,600	$2.8
Rice	1983	6,000	$1.8
Soybean/ Cottonseed Oil	1983	5,500	$2.4
Total			$7.0

Item II PAYMENT TERMS: CONVERTIBLE LOCAL CURRENCY CREDIT (CLCC)-FORTY (40) YEARS

A. Initial Payment - None
B. Currency Use Payment - Five (5) percent
C. Number of installment payments - Thirty one (31)
D. Amount of each installment payment - approximately equal annual amounts
E. Due date of the first installment payment - Ten (10) years after date of last delivery of commodities in each calendar year
F. Initial interest rate - Two (2) percent
G. Continuing interest rate - Three (3) percent

[1] TIAS 10590; UST 34 4228.

Item III USUAL MARKETING TABLE:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (MT)
Wheat/Wheat Flour (Grain Equivalent Basis)	1983	75,000
Rice	1983	1,880
Edible Vegetable Oils and/or Oil Bearing Seeds (Oil Equivalent Basis)	1983	4,450

Item IV EXPORT LIMITATIONS:

A. Export Limitation Period:

The export limitation period shall be United States Fiscal Year 1983, or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to which export limitations apply:

For the purposes of Part I, Article III A (4) of this Agreement, the commodities which may not be exported are, for wheat-- wheat, wheat flour, rolled wheat, semolina, farina, bulgur, or the same product under a different name; for soybean/cottonseed oil-- all edible vegetable oils, including sunflower oil, rapeseed oil, any other edible oil bearing seeds from which edible oils are produced; and for rice-- rice in the form of paddy, brown or milled.

Item V SELF-HELP MEASURES:

A. The Government of the Republic of Zambia agrees to undertake Self-Help Measures to improve the production and marketing of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development in poor rural areas and to enable the poor to participate in increasing agricultural production through small farm agriculture.

B. In implementing these self-help measures, which complement the overall objectives of the Third National Development Plan (TNDP), greater emphasis will be placed on increasing agricultural production by small scale farmers.

C. The Government of the Republic of Zambia agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation.

1. The Government of the Republic of Zambia will continue to reinforce the Planning division within the Ministry of Agriculture and Water Development charged with undertaking comprehensive annual and ad hoc reviews of agricultural producer prices and maize and fertilizer subsidies.

2. The Government of the Republic of Zambia will:

   (A) Continue to provide appropriate incentives, especially in pricing structures, to farmers and marketing organizations for the encouragement of increased production in maize and other food crops needed to meet national requirements. The level of incentives should be determined through a careful review of production and marketing costs.

   (B) Continue to conduct an annual comprehensive review of all agricultural producer prices to (I) determine if there is sufficient incentive, especially for small, rural farmers, to increase agricultural production, particularly maize, and (II) to implement timely, commensurate producer price increases based on sound principles of agricultural economics.

   (C) Continue to make it a practice to announce a comprehensive set of producer price incentives for a range of agricultural commodities (for example: maize, wheat, rice, soybeans, sunflower, milk, meat, honey, fish, sorghum, cassava, millet, cotton, groundnuts, etc; these being illustrative but not comprehensive) early enough in the year to allow farmers to make their investment decisions which will sustain satisfactory levels of agricultural production.

   (D) Advise A.I.D. of such decisions by June one (1), 1983

3. The Government of the Republic of Zambia will:

   (A) Continue to reduce the subsidies/restitutions present in the sale of fertilizers and of agriculture produce sold to millers or consumers taking into account marketing costs. In this regard the landed cost of agriculture produce and fertilizers will continue to be reckoned as a material factor.

(B) Appropriately increase the recurrent departmental charges budget allocations in the Ministry of Agriculture and Water Development with the view towards more effectively supporting small farm development.

4. The Government of the Republic of Zambia will adopt procedures to improve the Ministry of Agriculture and Water Development's crop forecasting ability by improving the accuracy of the data base and the timeliness of the publication of the forecast.

Item VI ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

(A) The proceeds accruing to the Government of the Republic of Zambia from the sale of commodities financed under this Agreement will be used for financing the Self-Help measures set forth in the Agreement, and for development in the agricultural and rural sectors in a manner designed to increase the access of the poor in the recipient country to adequate, nutritious, and stable food supply.

(B) In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Zambian people and their capacity to participate in the development of their country.

(C) The Government of the Republic of Zambia will decide jointly with AID/Zambia the utilization of the local currency attributable to this loan Agreement and meet periodically to review the progress made to date. The priorities are: To support agriculture producer price incentives; to strengthen the agricultural infrastructure through assistance to the marketing system; and to assist with the improvement of agricultural management and technical capabilities.

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

Done at Lusaka in duplicate the 18th day of February, 1983.

NALUMINO MUNDIA, MCC, MP
FOR THE GOVERNMENT OF THE REPUBLIC OF ZAMBIA
BY: Prime Minister + Minister of Finance
TITLE:

NICHOLAS PLATT
FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA
BY:
TITLE: Ambassador

NETHERLANDS

Defense: Mutual Logistic Support

Agreement signed at Stuttgart February 22, 1983;
Entered into force February 22, 1983.

Agreement Number
US-NL-01

MUTUAL SUPPORT AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE KINGDOM OF THE NETHERLANDS

PREAMBLE

The Government of the United States of America, and the Government of the Kingdom of The Netherlands, hereinafter referred to as the parties,

Desiring to implement further the Mutual Defense Assistance Agreement between the Kingdom of The Netherlands and the United States of America, done at Washington on 27 January 1950,[1] especially Article 1, first paragraph,

Desiring to further the rationalization, interoperability, readiness, and effectiveness of their respective military forces through increased logistic cooperation,

Desiring to establish basic terms and conditions for provision of mutual logistic support, supplies, and services,

Have agreed as follows:

ARTICLE I

DEFINITIONS

As used in this Agreement and in any implementing arrangements which provide specific procedures, the following definitions apply:

a. Logistic Support, Supplies, and Services: Logistic support, supplies and services include food, billeting, transportation and related services, petroleum, oils, lubricants, clothing, communication services, medical services, ammunition, base operations support (and construction incident thereto), storage services, use of facilities, training services (excluding training covered by STANAGs 6002 and 6003), spare parts and components, and repair and maintenance services.

b. Implementing Arrangement: An implementing arrangement is a supplementary arrangement related to logistic support, supplies, and services, which sets forth the additional details, terms, and conditions which further define and carry out this Agreement.

[1] TIAS 2015; 1 UST 88.

78-500 O—92——16

c. Order: An order, when in its proper form and signed by an authorized official, is a request for the provision of specific logistic support, supplies, or services pursuant to this Agreement and an applicable implementing arrangement, if any.

d. Invoice: Invoices are those documents from the supplying party which request reimbursement or payment for specific logistic support, supplies, and services rendered pursuant to this Agreement and an applicable implementing arrangement, if any.

e. United States European Command (USEUCOM) Component Commands: The USEUCOM Component Commands include United States Army, Europe (USAREUR); United States Naval Forces, Europe (USNAVEUR); and United States Air Forces in Europe (USAFE).

f. The Netherlands' Forces Component Commands: The Netherlands' Forces Component Commands include Royal Netherlands Navy (RNLN); Royal Netherlands Army (RNLA); and Royal Netherlands Air Force (RNLAF).

g. Europe and Adjacent Waters: Europe and adjacent waters covers the North Atlantic Treaty area as defined in the North Atlantic Treaty[1] (amended by The Protocols on the Accession of Greece and Turkey,[2] the Federal Republic of Germany[3] and Spain),[4] excluding North America.

ARTICLE II

APPLICABILITY

1. This Agreement applies only to military forces of both parties in Europe and adjacent waters, and in the case of United States Forces to logistic support, supplies, and services in the inventory or otherwise under the jurisdiction and control of United States Forces deployed in Europe and adjacent waters.

2. The parties understand that this Agreement will not be employed in a manner to serve as a routine and normal source for logistic support, supplies and services: (a) reasonably available from United States or Netherlands commercial sources unless permitted by the country whose commercial services are involved; or (b) acquirable from the United States through Foreign Military Sales procedures under the current Arms Export Control Act.[5]

[1] Signed Apr. 4, 1949. TIAS 1964; 63 Stat. 2241; 4 Bevans 828.
[2] Done Oct. 17, 1951. TIAS 2390; 3 UST 43.
[3] Signed Oct. 23, 1954. TIAS 3428; 6 UST 5707.
[4] Done Dec. 10, 1981. TIAS 10564; 34 UST 3509.
[5] 82 Stat. 1320; 22 U.S.C. § 2751.

ARTICLE III

BASIC TERMS AND CONDITIONS

1. Each party agrees to utilize its best endeavors, consistent with national priorities of the supplying country, not only in peacetime but also in periods of emergency or active hostilities to satisfy requests of the other party for logistic support, supplies, and services. When an implementing arrangement contains a stricter standard of compliance it shall apply over this paragraph.

2. The parties agree that the transfer of logistic support, supplies, and services between the parties shall be accomplished by orders issued and accepted under this Agreement and any applicable implementing arrangements. Orders will be issued under this Agreement alone without an implementing arrangement only in those cases set forth in Annex A. Implementing arrangements may be negotiated on the part of the United States by USEUCOM, USEUCOM Component Commands, and any other organization or agency authorized by USEUCOM. Implementing arrangements may be negotiated on the part of The Netherlands by the Director-General of Materiel of the Ministry of Defence and The Netherlands' Forces Component Commands. Whether the transfer is accomplished by orders under this Agreement alone or in conjunction with implementing arrangements, the documents taken together must set forth all necessary details, terms, and conditions to carry out the transfer including the data elements in Annex B. The parties will endeavor to adopt a standard order form and a standard invoice form which, when agreed, will become an annex to this Agreement. Implementing arrangements will generally identify those personnel authorized to issue and accept orders under the implementing arrangement. The parties will notify each other of specific authorizations or limitations on those personnel able to issue or accept orders directly under this Agreement or under an implementing arrangement when the implementing arrangement does not state this information. In the case of the United States, these notifications will go directly to and from the USEUCOM Component Command concerning personnel belonging to the Component Command as well as HQ USEUCOM.

3. For any transfer of logistic support, supplies, or services, the parties will agree on payment either in cash (a "reimbursable transaction") or payment in kind (an "exchange transaction"). Accordingly, the receiving party will pay the supplying party in conformance with either 3a or 3b below.

a. Reimbursable Transactions. The supplying party will submit invoices to the receiving party after delivery or performance of the logistic support, supplies, or services.

Both parties will maintain records of all transactions, and the parties will pay outstanding balances not less frequently than quarterly. In pricing reimbursable transactions, the parties agree to the following principles:

(1) In the case of specific acquisition by the supplying party for a receiving party, the price will be no less favorable than the prices charged the armed forces of the supplying party for identical items or services, less any amounts excluded by Article IV of this Agreement. The price charged will take into account differentials due to delivery schedules, points of delivery, and other similar considerations.

(2) In the case of transfer from the supplying party's own resources, the supplying party will charge the same price as the supplying party charges its own forces as of the date the order is accepted for identical logistic support, supplies, or services, less any amounts excluded by Article IV of this Agreement. In the case where a price has not been established or charges are not made for one's own forces, the parties will agree to a price in advance, excluding charges that are excluded under reciprocal pricing principles.

(3) The parties agree that these reciprocal principles exclude the charging (directly or indirectly) of indirect costs (including charges for plant and production equipment), administrative surcharges, and contract administration costs.

b. Exchange Transactions. Both parties will maintain records of all transactions, and the receiving party will pay the supplying party in kind by transferring to the supplying party logistic support, supplies, or services that are identical or substantially identical to the logistic support, supplies, or services delivered or performed by the supplying party and which are satisfactory to the supplying party. If the receiving party does not pay in kind within the terms of a replacement schedule, agreed to or in effect at the time of the original transaction with time frames which may not exceed 1 year from the date of the original transaction, the transaction shall be deemed a reimbursable transaction and governed by paragraph 3a above, except that the price will be established based upon the date the payment in kind was to take place.

4. When a definitive price is not agreed in advance on the order, the order, pending agreement on final price, will set forth a maximum limitation of liability for the party ordering the logistic support, supplies, or services. The parties will promptly enter into negotiations to establish the final price.

5. The invoice will contain an identification of this Agreement or an applicable implementing arrangement and will be in the format set forth by the supplying organizations. The invoice will be accompanied by evidence of receipt by the party receiving the logistic support, supplies, or services.

6. The parties agree to provide each other with information sufficient to verify, when applicable, that reciprocal pricing principles have been followed and prices do not include waived or excluded costs.

7. Nothing herein shall serve as a basis for an increased charge for logistic support, supplies, or services if such logistic support, supplies, or services would be available without charge or at a lesser charge under terms of another agreement.

8. In all transactions involving the transfer of logistic support, supplies, or services, the receiving party agrees that such logistic support, supplies, or services will not be retransferred, either temporarily or permanently, by any means to other than the forces of the receiving party or a NATO government or a NATO subsidiary body or agent thereof without the prior written consent of the supplying party.

ARTICLE IV

EXCLUDED CHARGES

Provisions of tax and customs relief agreements applicable to the acquisition of materials, services, supplies, and equipment by the receiving party will apply to logistic support, supplies and services transferred under this Agreement. The parties will cooperate to provide proper documentation to maximize tax relief. In the case where taxes or customs duties for which a receiving party would ordinarily have an exemption have already been paid by the supplying party and the taxes or customs duties cannot be recovered by the supplying party, the supplying party will advise the receiving party prior to agreeing to the transaction. The transaction will be done on an exchange basis unless mutually agreed.

ARTICLE V

INTERPRETATION AND REVISION

1. The parties agree to make a good faith effort to resolve disagreements between them with respect to the interpretation or application of this Agreement. In the case of an implementing arrangement or transaction, the parties to the arrangement(s) or transaction(s) will make a good faith effort to resolve any disagreements with respect to interpretation or application of the arrangement or transaction. Resolution will be by negotiation, and will not be referred to an international tribunal or third party for settlement.

2. Either party may, at any time, request revision of this Agreement. In the event such a request is made, the two parties shall promptly enter into negotiations.

ARTICLE VI

EFFECTIVE DATE AND TERMINATION

This Agreement will enter into force on the date of the last signature and will continue in effect until terminated by either party giving six (6) months notice in writing to the other party.

Done at Stuttgart on this 22nd day of February 1983 in two originals in the English language.

For the Government of the United States of America

FRANCIS J. TONER
Major General, USA
Director of Logistics and Security Assistance
HQ, US European Command

For the Government of the Kingdom of The Netherlands

G. W. BOERMAN
Lieutenant General, RNLAF
Director-General of Materiel of the Ministry of Defence

ANNEX A

Pursuant to Article III, paragraph 2, orders may be issued against this Agreement alone in the following circumstances:

a. Orders placed during times of tension and active hostilities;

b. Orders for logistic support, supplies and services covered by both this Agreement and by a NATO logistics support STANAG (e.g., STANAG 1062, 2034, 2135, 3113). However, to the extent both parties have ratified and implemented a NATO logistics support STANAG, and have legal authority to use the STANAG, the order will be placed using the STANAG.

c. Orders for logistic support, supplies and services urgently required and not covered by an implementing arrangement provided HQ USEUCOM or the applicable USEUCOM Component Command and The Netherlands' Forces Component Commands agree.

ANNEX B

MINIMUM ESSENTIAL DATA ELEMENTS

(1) Support Agreement or implementing arrangement, if any.
(2) Date of order.
(3) Country, ministry, department or command to be billed.
(4) Numerical listing of stock numbers of items, if any.
(5) Quantity and description of material and/or services requested.
(6) Quantity furnished.
(7) Unit of measurement.
(8) Unit price.
(9) Quantity furnished (as at 6), multiplied by unit price (as at 8).
(10) Currency of billing country.
(11) Total order amount expressed in currency of billing country.
(12) Name (typed or printed) and signature and title of authorized ordering representative.
(13) Payee to be designated on remittance.
(14) Designation and address of office to which remittance is to be sent.
(15) Recipient's signature acknowledging services or supplies received on the order or a separate supplementary document.
(16) Document number of order.
(17) Receiving organization.
(18) Issuing organization.
(19) Transaction type.
(20) Fund citation or certification of availability of funds when applicable under parties procedures.
(21) Date and place of original transfer and in case of an exchange transaction, a replacement schedule including time and place of replacement transfer.
(22) Signature, name, and title of authorized acceptance official.
(23) Additional special requirements, if any, such as transportation, packaging, etc.
(24) Limitation of government liability.
(25) Name, signature, date and title of official of supplying party who actually issues supplies or services.

MULTILATERAL

Atomic Energy: Enriched Uranium Transfer for Research Reactor in Yugoslavia

Agreement relating to the agreement of January 16, 1980, as amended.
Signed at Vienna February 23, 1983;
Entered into force February 23, 1983.

INTERNATIONAL ATOMIC ENERGY AGENCY
AGENCE INTERNATIONALE DE L'ENERGIE ATOMIQUE
МЕЖДУНАРОДНОЕ АГЕНТСТВО ПО АТОМНОЙ ЭНЕРГИИ
ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA

WAGRAMERSTRASSE 5, P.O. BOX 100, A-1400 VIENNA, AUSTRIA, TELEX: 1-12645, CABLE: INATOM VIENNA, TELEPHONE: 2360

IN REPLY PLEASE REFER TO:
PRIERE DE RAPPELER LA REFERENCE: 250-C4.11-YUG-1

23 February 1983

Sir,

I have the honour to refer to the Fourth Supply Agreement between the International Atomic Energy Agency (hereinafter the "Agency"), the Government of the United States of America (hereinafter the "United States") and the Government of the Socialist Federal Republic of Yugoslavia (hereinafter "Yugoslavia") for the transfer of enriched uranium for a research reactor in Yugoslavia, signed on 16 January 1980,[1] the text of which is set forth in document INFCIRC/32/Add.4, Part I (hereinafter the "Fourth Supply Agreement").

Pursuant to the authorization given by the Board of Governors on 22 February 1983 for the transfer to Yugoslavia, through the Agency, of approximately 20,200 grams of uranium of United States origin, enriched to less than 20 percent by weight in the isotope uranium-235 and contained in fuel elements for use in the Triga Mark II Research Reactor at the Jozef Stefan Institute in Ljubljana, Yugoslavia (hereinafter the "fuel material"), and to Article IV of the Agreement for Co-operation between the Agency and the United States, as amended [2] (hereinafter the "Co-operation Agreement"), the Agency hereby requests the United States to permit the transfer of the fuel material to Yugoslavia, on the understanding that:

(1) The United States, subject to the provisions of the Co-operation Agreement, shall authorize the transfer of the fuel material to the Agency and the Agency shall transfer the fuel material to Yugoslavia;

(2) The fuel material shall be "supplied material" as defined in the Fourth Supply Agreement, subject to the provisions of the Co-operation Agreement, the Project Agreement of 4 October 1961 as amended (INFCIRC/32, Part II, and INFCIRC/32/Add.4, Part II), and the applicable provisions of the Fourth Supply Agreement, except as specified herein;

- The Resident Representative
  of the United States of America
  to the IAEA, Vienna
- The Resident Representative
  of the Socialist Federal Republic of Yugoslavia
  to the IAEA, Vienna

[1] TIAS 9767, 10621; 32 UST 1228; 34 UST 4587.
[2] Signed May 11, 1959. TIAS 4291, 7852, 9762; 10 UST 1427; 25 UST 1199; 32 UST 1143.

(3) All arrangements for the shipment, safe transport, handling and use of the fuel material shall be the responsibility of Yugoslavia and, prior to the shipment of such material, the Jozef Stefan Institute through Yugoslavia shall notify the Agency of the amount thereof and the date, place and method of shipment;

(4) Payment of all charges for or in connection with the fuel material and its shipment, transport and delivery will be the object of bilateral arrangements by Yugoslavia outside the scope of the Fourth Supply Agreement;

(5) Neither the United States nor the Agency warrants the suitability of the fuel material for any particular use or application or shall at any time bear any responsibility towards Yugoslavia or any person for any claims arising out of the transport or use of the fuel material.

If the foregoing is acceptable to your Government, I propose that this letter, done in triplicate, be countersigned on behalf of your Government as indicated below. Upon signature by all three parties, it will constitute a further agreement related to the Fourth Supply Agreement between them for the purpose stated above.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

Carlos Vélez Ocón
Deputy Director General
Department of Technical Co-operation

For the GOVERNMENT OF THE UNITED STATES OF AMERICA:

By: Roger Kirk[1]

Date: Feb 23, 1983

For the GOVERNMENT OF THE SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA:

By: Milorad Pešić[2]

Date: Feb. 23, 1983

[1] Roger Kirk.
[2] Milorad Pěsić.

JAMAICA

Agricultural Commodities

Agreement signed at Kingston February 24, 1983;
Entered into force February 24, 1983.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF JAMAICA
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of The United States of America and the Government of Jamaica agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Agreement signed April 30, 1982,[1] together with the following Part II.

PART II - PARTICULAR PROVISIONS

Item I - Commodity Table:

Commodity	Supply Period (United States Fiscal Year)	Appropriate Maximum Quantity (Metric Tons)	Maximum Export Market Value (US$ Millions)
Wheat/wheat Flour (Wheat Basis)	1983	40,000	7.1
Corn/Sorghum	1983	45,000	5.0
Soybean/cottonseed oil	1983	3,000	1.5
Blended/fortified foods	1983	3,000	0.7
Rice	1983	18,000	5.7
		TOTAL	20.0

Item II. - Payment Terms: Convertible Local Currency Credit (CLCC)

A. Initial Payment - None.
B. Currency Use Payment - None.
C. Number of Installment Payments - Fifteen (15).
D. Amount of Each Installment Payment - Approximately equal annual amounts.
E. Due Date of the First Installment Payment - Six (6) years after the date of the last delivery of commodities in each calendar year.
F. Initial Interest Rate - Three (3) percent.
G. Continuing Interest Rate - Four (4) percent.

Item III - Usual Marketing Table:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement (Metric Tons)	
Wheat/wheat Flour (Wheat basis)	1983	109,000	
Feedgrains	1983	82,300	
Edible vegetable oil and/or oil bearing seeds (oil equivalent Basis)	1983	12,000	Mt of which at least 10,080 MT shall be imported from the United States
Blended/Fortified foods	1983	None	
Rice	1983	30,000	

[1] TIAS 10495; 34 UST 2483.

Item IV. - Export Limitations:

A. Export Limitation Period:

The export limitation period shall be United States Fiscal Year 1983, or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to which Limitations apply:

For the purposes of Part I, Article III A (4) of this Agreement, the commodities which may not be exported are: For wheat/wheat flour - wheat, wheat flour, rolled wheat, semolina, farina, and bulgur (or the same products under a different name); for corn - corn, cornmeal, barley, grain sorghum, rye, oats, and any other feed grains including mixed feeds containing predominantly such grains; for soybean/cottonseed oil - all edible vegetable oils, including peanut oil, soybean oil, cottonseed oil, sunflower oil, sesame oil, rapeseed oil, and any other edible vegetable oils or oil bearing seeds from which these oils are produced; for blended/fortified foods-blended fortified foods; and for rice - rice, in the form of paddy, brown or milled.

Item V. - Self - Help Measures:

A. The Government of Jamaica agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Jamaica agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation.

(1) General Conditions:

(a) The Government of Jamaica will prepare a five-year "Agricultural Policy and Production Plan" within one year of the signing of the FY 1983 PL 480 Title I[1] Agreement. This plan will contain a prioritized list of policies, programs and projects for implementation, including an investment plan and a program for reducing Jamaica's need for subsidized food aid from the United States. Among others, the following additional elements will be incorporated specifically:

(i) An overall production goal and strategy for increasing the role of private markets and market determined prices, and including a well-defined and structured program to meet goal and strategy objectives within a specified time period.

(ii) An evaluation of incentives for (and disincentives to) private sector investment in agriculture with special emphasis on policies affecting domestic cost/price ratios relative to world market costs and prices. This evaluation will include a

[1] 68 Stat. 455; 7 U.S.C. §1701 *et seq.*

schedule and a strategy for implementing market-based incentives and removing disincentives, and recommendations concerning recovery by the Government of Jamaica of the economic costs (if any) of incentives.

(iii) An analysis of the use of tax measures to encourage agricultural productivity through increased utilization of economically efficient land.

(iv) An analysis of the current system of subsidies applied on agricultural inputs and a recommendation concerning the appropriate form of market based production support.

Assistance in meeting this condition must be obtained from a reputable international organization with special expertise in agricultural markets and market institutions, such as the World Food Council.

(b) The Government of Jamaica will carry out the specific conditions/adjustments cited below, including those of the World Bank Structural Adjustment Loan as they pertain to the agricultural sector, throughout the life of this PL 480 Title I Agreement.

(i) Offer government-owned land for sale to producers in order to increase farm investment and production.

(ii) Implement a land classification program and formulate a land-use policy.

(iii) Rationalize soil conservation activities, emphasizing maintenance, and implement a soil conservation program.

(iv) Prepare a program to increase the efficiency of water management and development of new systems.

(v) Allow participation of private organizations in external marketing and reassess the public external organizations with a view to reducing their non-marketing activities.

(vi) Initiate a program to eliminate praedial larceny.

(vii) Seek Cabinet approval of an action program to rehabilitate the sugar and banana industries.

(viii) Formulate an action program for strengthening of the Ministry of Agriculture as a market supporting institution, and other agricultural institutions.

(2) Pricing Conditions:

Within one year of the signing of the FY 1983 Agreement, the Government of Jamaica will develop a plan, along with a schedule not to exceed one year's duration, for eliminating price controls on domestically produced agricultural products and government subsidies on food imports which have a deleterious effect on domestic agricultural production, e.g. soya oil.

(3) Export Promotion Conditions:

A policy paper will be prepared within the first six months of this Agreement analyzing the present restrictions and disincentives discouraging trading houses and other private parties from acting as major commodity exporters, and discouraging agricultural production for export and to compete with agricultural imports. If the analysis shows that significant steps should be taken in this area, the Government of Jamaica will then be responsible for formulating and presenting a plan for implementing the necessary changes to remedy the situation within the next six months. Special care will be taken to assure access of agricultural producers to any general export promotion program that may be adopted.

(4) Land Tenure Conditions:

An analysis will be undertaken, within the first six months of the FY 1983 Agreement, of the existing land problems in Jamaica, including a review of the existing legislation, to provide land holders and squatters with title to land. Based upon the findings of the study, a program will be initiated within the next six months to develop for Government of Jamaica legislative action, an implementation strategy for giving farmers more secure land tenure than provided for at present under the land lease program.

(5) Water Conditions:

The Government of Jamaica will prepare within the first six months of the FY 1983 Agreement, a draft water utilization policy statement and devise a system for rationalizing the use of water resources between its various consumers to assure that agriculture receives adequate consideration in the allocation process.

(6) Production Incentive Conditions:

Within one year from the signing of the FY 1983 Agreement, an analysis will be made of the current agricultural incentive program, with emphasis on the distribution of such incentives among various categories of farmers and types of farm production. The analysis will include the following concerns:

(i) High costs and delays associated with the distribution of agricultural incentives.

(ii) The feasibility, practicality, and anticipated impact of the proposed agricultural zoning program.

(iii) The establishment of an improved administrative procedure for distributing production incentives in a manner that minimizes distortions of the structure of relative prices of both inputs and outputs.

(7) Screwworm Eradication:

Continue an analysis of requirements and begin primary planning for a potential program to eradicate screwworm from the island. The GOJ and the United States Department of Agriculture's Animal and Plant Health Inspection Service should jointly explore the feasibility of the cooperative efforts to eliminate this cattle pest.

(8) Performance Conditions:

By June 30, 1983, the government will submit to USAID, a report reviewing performance under the self-help conditions of this Agreement.

Item VI. - Economic Development Purposes for which Proceeds Accruing to the Importing Country are to be Used:

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be deposited in a special account to be established by the Government of Jamaica, and will be used for financing the self-help measures set forth in the Agreement, and for agricultural and rural development in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious, and stable food supply. Disbursements from the special account will be made at such times and for such purposes as may be mutually agreed by the two parties to this Agreement.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

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

DONE at Kingston, Jamaica, in duplicate, this 24 th day of February ,1983.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: L. P. Reade
Director

FOR THE GOVERNMENT OF JAMAICA

By: Edward G. Seaga
Ministry of Finance and Planning

HUNGARIAN PEOPLE'S REPUBLIC

Trade in Textiles

Agreement effected by exchange of letters
Signed at Budapest February 15 and 25, 1983;
Entered into force February 25, 1983;
Effective October 1, 1982.

The American Ambassador to the Hungarian Minister for Foreign Trade

Budapest, Hungary

February 15, 1983

Dear Mr. Minister:

I have the honor to refer to the arrangement regarding international trade in textiles (hereinafter referred to as "The Arrangement"), done at Geneva on December 20, 1973 and as extended by the protocol adopted on December 22, 1981.[1]

I also refer to discussions held in Budapest from October 18 to October 20, 1982 and in Washington January 25-26 between representatives of the Government of the United States of America and the Government of the Hungarian People's Republic (hereinafter referred to as Hungary), concerning exports to the United States of wool textile products manufactured in Hungary. As a result of these discussions, I propose on behalf of the Government of the United States of America, under Article 4 of, and in conformity with, "The Arrangement", the following agreement relating to trade in wool textiles products between Hungary and the United States of America.

1. The term of the agreement shall be from October 1, 1982 to December 31, 1986 for categories 443 and 444, and from January 1, 1983 to December 31, 1986 for category 433. Each "agreement year" shall be a twelve-month period, beginning on January 1 and ending on December 31, except that the first "agreement year" for categories 443 and 444 shall be a fifteen-month period beginning on October 1, 1982 and ending on December 31, 1983.

2. The categories of textile products covered by the agreement and the rates of conversion into square yards

[1] TIAS 7840, 10323; 25 UST 1001; 33 UST 4516. [Footnote added by the Department of State.]

equivalent are set out in Annex A in accordance with the "Correlation: Textile and Apparel Categories with Tariff Schedules of the United States Annotated," published by the United States Department of Commerce. The determination of whether a textile product is of wool shall be made in accordance with the terms of paragraph 6.

3. During the term of the agreement, the Government of Hungary shall limit annual exports from Hungary to the United States of America of the textile products of Hungarian origin listed in Annex A, to the specific limits set forth in Annex B hereto, as such limits may be adjusted in accordance with paragraphs 4 and 5, subject to the provisions of paragraph 4 (B). The limits set out in Annex B are without such adjustments. Exports are subject to limits for the year in which exported.

4. (A) During any agreement year, a specific limit set out in Annex B, other than that of category 433, may be exceeded by not more than five percent of its square yards equivalent limit as calculated on the basis of the conversion factor set out in Annex A, provided that the amount of the increase is compensated for by an equivalent decrease in another specific limit, other than that of category 433. When requesting use of the provisions of this paragraph, the Government of Hungary will indicate the category to be decreased by the commensurate quantity.

(B) In the case of category 433, the limit in Annex B includes all adjustments pursuant to this paragraph.

5. (A) In any agreement year, in addition to any adjustment pursuant to paragraph 4, exports may exceed by a maximum of 11 percent any limit set out in Annex B by allocating to such limit for that agreement year an unused portion of the corresponding limit for the previous agreement year ("carryover") or a portion of the corresponding limit for the succeeding agreement year ("carryforward") subject to the following conditions:

(1) Carryover may be utilized as available

(subject to paragraph 5 (B)) up to 11 percent of the receiving agreement year's applicable limit. No carryover shall be available for application during the first agreement year.

(2) Carryforward may be utilized up to six percent of the receiving agreement year's applicable limit. Carryforward used shall be charged against the immediately following agreement year's corresponding limit. No carryforward shall be available for application during the fourth agreement year.

(3) The combination of carryover and carryforward shall not exceed eleven percent of the receiving agreement year's applicable limit in any agreement year.

(B) For purposes of the agreement, a shortfall occurs when exports of textiles or textile products from Hungary to the United States of America during an agreement year are below any applicable specific limits as set out in Annex B. In the agreement year following the shortfall, such exports from Hungary to the United States of America may be permitted to exceed the applicable limits, subject to conditions of sub-paragraph 5 (A), by carryover of shortfall in the following manner.

(1) The carryover shall not exceed the amount of shortfall in any applicable limit; and

(2) The shortfall shall be used in the category in which the shortfall occurred.

6. Textile products listed in Annex A hereto (being products which derive their chief characteristics from their textile components) of wool or a blend of wool, cotton and/or man-made fiber materials, in which the wool component comprises the chief value of the fibers or 17 percent or more by weight of the product, are subject to the agreement.

7. (A) The Government of the United States of America may assist the Government of Hungary in implementing the limitation provisions of the agreement by controlling its imports of the textile products covered by the agreement.

(B) Exports from Hungary in excess of authorized limits in any agreement period may be denied entry into the United States. Any such shipments denied entry may be permitted entry into the United States and charged to the applicable limit in the succeeding agreement period.

(C) Exports from Hungary in excess of authorized limits in any agreement year will, if allowed entry into the United States during that agreement period, be charged to the applicable limit in the succeeding agreement period.

8. The Government of the United States of America shall promptly supply the Government of Hungary with monthly data on imports of textile products subject to this agreement, and the Government of Hungary shall promptly supply the Government of the United States of America with quarterly data on exports of such products to the United States. Each government agrees to supply promptly any other pertinent and readily available statistical data requested by the other government.

9. The Government of the United States of America and the Government of Hungary agree to consult on any question arising in the implementation of this agreement.

10. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this agreement, including differences in procedure or operation.

11. If the Government of Hungary considers that, as a result of a limitation specified in this agreement, Hungary is being placed in an inequitable position vis-a-vis a third country, the Government of Hungary may request consultations with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification of the agreement.

12. For the duration of the agreement, the Government of the United States of America shall not invoke the

procedures of Article 3 of the arrangement to request restraints on the export from Hungary of textiles covered by Annex A of the agreement. The Government of the United States of America and the Government of Hungary reserve their rights under the arrangement with respect to textiles and textile products not subject to this agreement.

13. Either government may terminate the agreement effective at the end of any agreement year by written notice to the other government to be given at least ninety days prior to the end of such agreement year. Either government may at any time propose revisions in the terms of the agreement.

If the foregoing proposal is acceptable to the Government of Hungary, this letter and your letter of acceptance on behalf of the Government of Hungary shall constitute an agreement between the Government of the United States of America and the Government of Hungary, effective from October 1, 1982.

Sincerely,

Harry B. Bergold, Jr.
Ambassador

His Excellency
Peter Veress
Minister for Foreign Trade of the
Hungarian People's Republic

Annex A

Category	Description	Conversion Factor	Unit of Measure*
433	Suit-type coats, M and B	36.0	dozen
443	Suits, M and B	54.0	dozen
444	Suits, W, G and I	54.0	dozen

Annex B

Category	Unit*	Calendar Year 1983	1984	1985	1986
433 A	dozen	7,350	7,424	7,498	7,573

Category	Unit*	Oct. 1, 1982-Dec. 31, 1983	Calendar Year 1984	1985	1986
443 B	dozen	8,740	7,062	7,133	7,204
444 B	dozen	6,209	5,017	5,067	5,118

"A" includes annual growth and intercategory flexibility (swing).

"B" includes annual growth; does not include intercategory flexibility (swing).

* One dozen consists of twelve pieces.

The Hungarian Minister for Foreign Trade to the American Ambassador

HUNGARIAN PEOPLE'S REPUBLIC
MINISTER OF FOREIGN TRADE

Budapest, February 25, 1983

Dear Mr. Ambassador:

I have the honor to acknowledge receipt of your letter dated February 15, 1983 proposing an agreement relating to trade in wool textile products between the Government of the Hungarian People's Republic and the Government of the United States, which reads as follows:

[For the text of the U.S. letter, see pp. 493-498.]

I have the honor to confirm on behalf of the Government of the Hungarian People's Republic that the foregoing proposal is acceptable to the Government of the Hungarian People's Republic and that your letter and my reply thereto shall constitute an agreement between the Government of the Hungarian People's Republic and the Government of the United States, effective from October 1, 1982.

Sincerely,

Péter Veress
Minister of Foreign Trade of the
Hungarian People's Republic

His Excellency
Harry E. Bergold, Jr.
Ambassador of the United States
of America
Budapest

ITALY

Atomic Energy: Severe Nuclear Accident Research

Agreement signed at Rome and Washington December 23, 1982 and February 25, 1983;
Entered into force February 25, 1983;
Effective December 23, 1982.

GENERAL ADMINISTRATIVE AGREEMENT BETWEEN THE COMITATO NAZIONALE PER LA RICERCA E PER LO SVILUPPO DELLA ENERGIA NUCLEARE E DELLE ENERGIE ALTERNATIVE (ENEA) AND THE UNITED STATES NUCLEAR REGULATORY COMMISSION (USNRC) RELATING TO ENEA PARTICIPATION IN THE USNRC PROGRAM OF SEVERE ACCIDENT RESEARCH

This agreement is made this 23 DIC. 1982 between the Comitato Nazionale per la Ricerca e per lo Sviluppo dell'Energia Nucleare e delle Energie Alternative (ENEA) and the United States Nuclear Regulatory Commission (USNRC).

Whereas subject to the availability of personnel, material, and appropriated funds, the USNRC is carrying out programs of research into the effects of severe accidents on nuclear power reactors which includes, among other programs, a program for the investigation of severe fuel damage and a program for the investigation of fission product release and transport. The NRC severe accidents programs are outlined in NUREG-0900.

Whereas ENEA has an interest in access to information which has been developed and continues to arise from these programs of USNRC and wishes to collaborate with USNRC, by discussion and exchanges of reports and data and by sponsoring the assignment of personnel to these programs.

Now it is agreed as follows:

1.—Objective

As outlined in the recitals, the objective of the present agreement is to provide for collaboration between the parties on the USNRC's severe accidents programs, in particular those for investigation of severe fuel damage and fission product release and transport, but with broad periodic collaboration on other NRC severe accidents programs. It is recognized from the outset that USNRC's programs may be subject to change as the work progresses.

2.—Obligation of USNRC

2.1.— The USNRC shall:

a) Provide ENEA with copies of all pertinent technical program documents such as quick-look reports, technical memoranda and notes, and laboratory reports as soon as they have received appropriate management review.

b) Transmit to ENEA relevant codes and accommodate reasonable requests from ENEA for support in their implementation.

c) Permit Italian personnel sponsored by ENEA to attend technical program review meetings and technical progress meetings except for those meetings concerned with administrative and fiscal matters.

d) Facilitate visits by Italian personnel sponsored by ENEA to sites at which work relevant to the objective is being carried out.

e) Organize, in consultation with ENEA, the active participation of Italian side, by the assignment of Italian personnel sponsored by ENEA (up to 3 people at each time) to participate and work in the USNRC's program and to have full and ready access to relevant documentation, codes, and results. Make appropriate arrangements with USNRC's contractors and other parties where this is necessary to arrange assignments.

2.2.— The USNRC shall also:

a) Provide ENEA from time to time with more general information relevant to progress in other areas of its program so that a broad appreciation may be made.

b) This information of 2.2.(a) may be conveyed by transfer of reports and other documentation and by discussions.

3.—Obligation of ENEA

In addition to the financial obligations of ENEA set forth in Article 4, the ENEA shall, subject to the provisions of Article 9 below, provide the USNRC with:

a) Copies of reports, technical memoranda, and notes derived from its analyses using codes and data obtained from the USNRC's program.

b) Timely access to the results of ENEA research corresponding to those technical areas which constitute the scope of this Agreement.

4.—Price and Payment

In consideration of the Commission carrying out the obligations specified in this Agreement, ENEA shall pay to the USNRC the firm fixed price of $750,000 US dollars (US $750,000) per year in two semiannual installments.

5.—Duration and Termination

This Agreement shall endure for a period of 4 years unless extended by mutual agreement. Either party may withdraw from the present arrangement at the end of each 6 months period covered by a prior ENEA payment after providing the other party written notice not less then 3 months prior to its intended date of withdrawal.

6.—Points of Contact

Each party shall nominate a representative of its staff and an alternate to be responsible for carrying out day-to-day administration of the Agreement.

7.—Assignment of Staff

Assignment of staff by one party to the other shall be the subject of a separate agreement between the parties. The costs of travel by assigned personnel for the purposes of the assigning party shall be at the expense of the assigning party. The cost of travel by assigned US personnel for the purposes of the USNRC shall be at the expense of the USNRC.

8.—Responsibility for Information

Information furnished by one party to the other under this Agreement shall be accurate to the best knowledge and belief of the party supplying the information. However, neither party gives any warranty as to the accuracy of such information or shall have any responsibility for the consequences of any use to which such information may be put by the other party or by any third party.

9.—Use of Information

A. Both parties agree that, pending the grant by the transmitting party of approval to publish, information developed or transmitted under this Agreement will be freely available to governmental authorities and organizations cooperating with the parties. Such information, except as noted below in paragraphs B and C, may, as required by the administrative procedures in its own country, also be made available to the public by either party through customary channels and in accordance with the normal procedures of the parties.

B. It is recognized by both parties that in the process of exchanging information, or in the process of other cooperation, the parties may provide to each other "industrial property of a proprietary nature". Such property, including trade secrets, inventions, patent information, and know-how, made available hereunder and which bears a restrictive designation, shall be respected by the receiving party and shall not be used for commercial purposes or made public without the consent of the transmitting party. Such property is defined as:

   a) Of a type customarily held in confidence by commercial firms;

   b) Not generally known or publicly available from other sources;

   c) Not having been made available previously by the transmitting party or others without an agreement concerning its confidentiality; and

   d) Not already in possession of the receiving party or its contractors.

C. Recognizing that "industrial property of a proprietary nature", as defined above, may be necessary for the conduct of a specific cooperative project or may be included in an exchange of information, such property shall be used only in

the furtherance of nuclear safety programs in the receiving country. Its dissemination will, unless otherwise mutually agreed, be limited as follows:

a) To persons within or employed by the receiving party, and to other concerned government agencies of the receiving party, and

b) To prime or subcontractors of the receiving party for use only within the country of the receiving party and within the framework of its contracts with the respective party engaged in work relating to the subject matter or the information so disseminated, and

c) On an as-needed, case-by-case basis, to organizations licensed by the receiving party to construct or operate nuclear production or utilization facilities, provided that such information is used only within the terms of the license and in work relating to the subject matter of the information so disseminated, and

d) To contractors of licensed organizations in subparagraph c) receiving such information, for use only in work within the scope of the license.

PROVIDED that the information disseminated to any person under subparagraphs b), c), and d) above shall be pursuant to an agreement of confidentiality.

D. The application or use of any information exchanged or transferred between the parties under this Agreement shall be the responsibility of the party receiving the information, and the transmitting party does not warrant the suitability of the information for any particular use of application.

10.—Patents and Copyright

A. With respect to any invention or discovery made or conceived in the course of or under this Agreement for ENEA participation in the USNRC Severe Accident Research program, the USNRC on behalf of the United States Government, as recipient party, and the ENEA, as assigning party, hereby agree that:

1. If made or conceived by personnel of one party (the assigning party) or its contractors while assigned to the other party (recipient party) or its contractors:

a) The recipient party shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in its own Country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license to the assigning party, with the right to grant sublicenses, under any such invention, discovery, patent application or patent for use in the production or utilization of special nuclear material or atomic energy; and

b) The assigning party shall acquire all right, title, and interest in and to any such invention, discovery, patent application, or patent in its own Country, subject to a non-exclusive, irrevocable, royalty-free license to the recipient party, with the right to grant sublicenses, under any such invention, discovery, patent application or patent, for use in the production or utilization of special nuclear material or atomic energy.

2. If made or conceived other than by personnel in paragraph 1 above and while in attendance at meetings or when employing information which has been communicated under this exchange agreement by one party or its contractors to the other party or its contractors, the party making the invention shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in all countries, subject to the grant to the other party of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, in and to any such invention, discovery, patent application, or patent in all countries, for use in the production or utilization of special nuclear material or atomic energy.

B. Neither party shall discriminate against citizens of the Country of the other party with respect to granting any license or sublicense under any invention pursuant to subparagraphs A(1) and A(2) above.

C. Each party will assume the responsibility to pay awards or compensation required to be paid to its nationals according to the laws of its Country.

11.—Disputes

Cooperation under this Agreement shall be in accordance with the laws and regulations of the respective countries. All questions related to the Agreement arising during its term shall be settled by the parties by mutual agreement.

In witness whereof this Agreement has been entered into the day and year first before written.

ENEA	USNRC
COMITATO NAZIONALE PER LA RICERCA E PER LO SVILUPPO DELL'ENERGIA NUCLEARE E DELLE ENERGIE ALTERNATIVE	UNITED STATES NUCLEAR REGULATORY COMMISSION
UMBERTO COLOMBO	WILLIAM J. DIRCKS [1]

[1] Initiated Dec. 23, 1982; definitive signature Feb. 25, 1983.

ACCORDO GENERALE TRA IL COMITATO NAZIONALE PER LA RICERCA E LO SVILUPPO DELL'ENERGIA NUCLEARE E DELLE ENERGIE ALTERNATIVE (ENEA) E LA UNITED STATES NUCLEAR REGULATORY COMMISSION (USNRC) RIGUARDANTE LA PARTECIPAZIONE DELL'ENEA AL PROGRAMMA USNRC DI RICERCA SUGLI INCIDENTI GRAVI

Il presente accordo viene concluso il 23 Dic. 1982, tra il Comitato Nazionale per la Ricerca e per lo Sviluppo dell'Energia Nucleare e delle Energie Alternative, (ENEA) e la United States Nuclear Regulatory Commission (USNRC).

Considerato che, compatibilmente con la disponibilità di personale, di materiale e di finanziamenti adeguati, la USNRC svolge programmi di ricerca sugli effetti degli incidenti gravi sui reattori nucleari di potenza, comprendenti, tra gli altri, un programma per lo studio dei danneggiamenti gravi del combustibile e un programma per lo studio del rilascio e del trasporto dei prodotti di fissione. I programmi dell'USNRC concernenti gli incidenti gravi sono descritti nel documento NUREG-0900;

Considerato che l'ENEA è interessato ad accedere alle conoscenze che sono emerse e continuano ad emergere da tali programmi USNRC, e desidera collaborare con l'USNRC mediante la discussione e lo scambio di rapporti e di dati, nonchè mediante l'assegnazione di proprio personale ai suddetti programmi;

Si concorda quanto segue:

1.—Oggetto

Come detto nel preambolo, il presente accordo ha per oggetto la regolamentazione della collaborazione fra le parti nei programmi USNRC sugli incidenti gravi ed in particolare nei programmi destinati allo studio dei danneggiamenti gravi del combustibile e del rilascio e trasporto dei prodotti di fissione, nonchè dell'ampia collaborazione periodica fra le stesse parti in altri programmi della USNRC concernenti gli incidenti gravi. Si conviene sin d'ora che i programmi USNRC potranno subire variazioni a mano a mano che il lavoro progredirà.

2.—Obblighi dell'USNRC

2.1. L'USNRC s'impegna:

a) a fornire all'ENEA copia di tutti i pertinenti documenti tecnici relativi ai programmi, quali rapporti preliminari, note e memoranda tecnici e rapporti di laboratorio, non appena essi siano stati opportunamente vistati dalla direzione;

b) a trasmettere all'ENEA i codici di calcolo relativi ed a soddisfare le ragionevoli richieste di appoggio fatte dall'ENEA nella fase di utilizzazione di tali dati;

c) a permettere a personale italiano designato dall'ENEA di partecipare alle riunioni techniche di esame del programma

ed alle riunione tecniche di avanzamento, ad eccezione delle riunioni concernenti questioni amministrative e fiscali;

d) a facilitare le visite da parte del personale italiano designato dall'ENEA alle sedi ed agli impianti nei quali si svolgano lavori relativi all'oggetto del presente accordo;

e) ad organizzare, d'intesa con l'ENEA, il coinvolgimento attivo della Parte italiana, permettendo che personale italiano designato dall'ENEA (per una presenza massima contemporanea di tre persone) partecipi e lavori ai programmi del-USNRC ed abbia pieno e tempestivo accesso alla documentazione, ai codici di calcolo ed ai relativi risultati, nonchè provvedendo agli opportuni accordi, ove ciò sia necessario al fine dell'assegnazione di detto personale, con i propri "contractors" od altri enti nell'ambito del programma.

2.2. L'USNRC s'impegna inoltre:

a) a fornire periodicamente all'ENEA informazioni più generali relative all'avanzamento in altri settori del suo programma, in modo tale che questo possa essere adeguatamente valutato nel suo complesso;

b) le informazioni di cui al 2.2.a) potranno essere fornite mediante l'invio di rapporti o di altra documentazione, nonchè mediante contatti diretti fra persone.

3.—Obblighi dell'ENEA

Oltre agli adempimenti finanziari di cui allo art. 4, l'ENEA s'impegna ad assicurare, all'USNRC, fermo restando quanto stabilito nell'art. 9 del presente accordo, quanto segue:

a) copia dei rapporti, dei memoranda tecnici e delle note, desunti dalle analisi effettuate mediante l'uso di codici di calcolo e di dati ottenuti dal programma USNRC;

b) tempestivo accesso ai risultati delle ricerche dell'ENEA nell'ambito di quelle aree tecniche che formano oggetto del presente accordo.

4.—Prezzo e modalità di pagamento

A fronte dell'adempimento da parte dell'USNRC degli obblighi specificati nel presente accordo, l'ENEA corrisponderà alla USNRC un prezzo globale di 750.000. dollari USA all'anno, in rate semestrali.

5.—Durata e termine

Il presente accordo avrà la durata di 4 anni, e potrà essere prorogato di comune accordo. Ciascuna parte potrà recedere dal presente accordo al termine di ciascun periodo di sei mesi coperto da un pagamento da parte dell'ENEA, previa comunicazione scritta all'altra parte non meno di tre mesi prima della data in cui si intende recedere.

6.—Contatti

Ciascuna parte nominerà un proprio rappresentante ed un sostituto, che avranno il compito, insieme con quelli dell'altra parte di

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provvedere, a mano a mano, agli adempimenti previsti dal presente accordo.

7.—Assegnazione di personale

L'assegnazione del personale da una parte all'altra formerà oggetto di un accordo separato tra le parti. Le spese di viaggio sostenute dal personale assegnato ai fini e per conto della parte che lo invia saranno a carico di questa stessa parte. Le spese di viaggio sostenute da personale degli USA per conto della USNRC saranno a carico di quest'ultima.

8.—Responsabilità per le informazioni fornite

Le informazioni fornite da una parte all'altra nell'ambito del presente accordo saranno controllate dalla parte che le fornisce con la massima perizia e diligenza possibili. Nessuna delle due parti fornisce alcuna garanzia riguardo all'accuratezza di tali informazioni, nè assume alcuna responsabilità per le conseguenze di qualsiasi uso che delle informazioni possa essere fatto dall'altra parte o da terzi.

9.—Uso delle informazioni

A. Le parti convengono che, in attesa del consenso della parte fornitrice alla pubblicazione, le informazioni sviluppate e trasmesse nel quadro del presente accordo saranno a disposizione delle autorità governative e delle organizzazioni che collaborano con le parti. Tali informazioni, con le eccezioni di cui ai seguenti punti B e C potranno essere messe a disposizione del pubblico da una qualsiasi delle parti in base alle procedure amministrative in essa vigenti attraverso i canali tradizionali e conformemente alle normali procedure in vigore presso le parti.

B. Le parti riconoscono che nel corso dello scambio di informazioni o nel quadro di altre forme di collaborazione esse potranno scambiarsi reciprocamente "proprietà industriali formanti oggetto di un diritto privato". Tali "proprietà industriali", inclusi i segreti commerciali, le invenzioni, le informazioni brevettate ed il know-how, che siano rese disponibili nel quadro del presente accordo ma formino oggetto di diritti privati, saranno rispettate dalla parte ricevente e non saranno usate per scopi commerciali nè rese pubbliche senza il consenso della parte che le ha fornite. Tali proprietà industriali sono:

a) quelle del tipo abitualmente trattato come riservato dalle aziende commerciali;
b) quelle generalmente non note, nè disponibili al pubblico attraverso altre fonti;
c) quelle non rese precedentemente disponibili dalla parte che le ha fornite o da altri senza esigere un impegno di riservatezza;
d) quelle che non siano già in possesso della parte ricevente o dei suoi "contractors".

C. Riconoscendo che "proprietà industriali formanti oggetto di diritti privati", come definite sopra, possono rivelarsi necessarie per lo svolgimento di uno specifico programma di collaborazione o possono essere incluse in uno scambio di informazioni, tali proprietà industriali saranno utilizzate esclusivamente per l'avanzamento dei programmi di sicurezza nucleare nel paese ricevente. A meno che non sia, concordato altrimenti, la loro diffusione sarà limitata:

a) a persone impiegate o comunque operanti nello ambito della parte ricevente, e ad altri enti governativi interessati della parte ricevente; nonchè

b) a "contractors" e "subcontractors" della parte ricevente per esclusivo impiego all'interno del suo paese e nell'ambito dei suoi contratti con la parte impiegata in attività connesse con l'argomento o con le informazioni in questione; nonchè,

c) a seconda delle necessità e caso per caso, a organizzazioni autorizzate dalla parte ricevente a costruire o gestire impianti di produzione o utilizzazione nucleare, purchè le informazioni siano usate esclusivamente entro i limiti dell'autorizzazione ed in attività connesse con l'argomento o con le informazioni in questione; nonchè

d) ai fornitori delle organizzazioni autorizzate di cui al sottoparagrafo c), e che ricevano tali informazioni, ma soltanto per l'impiego nell'ambito dell'autorizzazione. PURCHE' le informazioni fornite a qualunque persona in base ai precedenti sottoparagrafi b), c) e d) siano fornite con il vincolo della riservatezza.

D. Dell'applicazione e dell'uso di qualsiasi informazione scambiata o trasferita fra le parti nell'ambito del presente accordo sarà responsabile la parte ricevente le informazioni stesse, e la parte fornitrice non garantirà l'idoneità dell'informazione per alcun uso od applicazione speciale.

10.—Brevetti e Invenzioni

A. Riguardo a qualsiasi invenzione o scoperta fatta o concepita nello svolgimento e nell'ambito del presente Accordo di partecipazione dell'ENEA al programma di ricerca dell'USNRC sugli incidenti gravi, l'USNRC per conto del Governo degli Stati Uniti, quale parte ricevente, e l'ENEA, quale parte inviante concordano quanto segue:

1. Se fatta o concepita dal personale di una parte (parte inviante) o dai suoi "contractors" durante la sua assegnazione all'altra parte (parte ricevente) o ai suoi "contractors":

a) la parte ricevente acquisirà ogni diritto, titolo ed interesse su ciascuna di tali invenzioni, scoperte, domande di brevetto o brevetti nel proprio paese e nei

paesi terzi, salva la concessione di una licenza non esclusiva, irrevocabile e gratuita alla parte inviante, con il diritto di concedere sub-licenze, sulla invenzione, scoperta, domanda di brevetto e brevetto per l'uso nella produzione o nell'impiego di materiale nucleare speciale o di energia atomica; e

b) la parte inviante acquisirà ogni diritto, titolo ed interesse su ciascuna di tali invenzioni, scoperte, domande di brevetto o brevetti nel proprio paese, salva la concessione di una licenza non esclusiva, irrevocabile e gratuita alla parte ricevente, con il diritto di concedere sub-licenze su ogni invenzione, scoperta, domanda di brevetto o brevetto per l'uso nella produzione o nell'impiego di materiale nucleare speciale o di energia atomica.

2. Se fatta o concepita da altri che il personale di cui al precedente paragrafo 1. e durante la partecipazione a riunioni o utilizzando informazioni comunicate de una parte o dai suoi "contractors" nel quadro del presente accordo all'altra parte o ai suoi "contractors," la parte inventrice acquisirà ogni diritto, titolo e interesse in ogni invenzione, scoperta, domanda di brevetto o brevetto di tal fatta in tutti i paesi salvo a concedere all'altra parte una licenza gratuita non esclusiva ed irrevocabile, con il diritto di concedere sub-licenze su ogni invenzione, scoperta, domanda di brevetto o brevetto in tutti i paesi per l'uso nella produzione o nell'impiego di materiale nucleare speciale o di energia atomica.

B. Nessuna delle parti discriminerà ai danni di cittadini del Paese dell'altra parte riguardo alla concessione di licenze o sub-licenze sulle invenzioni di cui ai sottoparagrafi precedenti A(1) e A(2).

C. Ciascuna parte sarà responsabile del pagamento di premi o compensi da corrispondere ai propri cittadini conformemente alle leggi del proprio Paese.

11.—Controversie

La cooperazione nell'ambito del presente accordo sarà effettuata dalle due parti, in conformità alle norme e alle leggi vigenti nei rispettivi Paesi. Ogni questione relativa al presente Accordo che sorga nel corso della sua durata sarà regolata dalle parti di comune accordo.

In fede di che il presente accordo e stato concluso alla data menzionata in precedenza.

ENEA	USNRC
COMITATO NAZIONALE PER LA RICERCA E PER LO SVILUPPO DELL'ENERGIA NUCLEARE E DELLE ENERGIE ALTERNATIVE	UNITED STATES NUCLEAR REGULATORY COMMISSION
UMBERTO COLOMBO	WILLIAM J. DIRCKS

TIAS 10667

NEW ZEALAND

Navigation: OMEGA Navigation System Monitoring Facility

Agreement effected by exchange of notes
Signed at Wellington March 3, 1983;
Entered into force March 3, 1983.

The American Ambassador to the New Zealand Minister of Science and Technology

Wellington, March 3, 1983

No. 17

Excellency,

I have the honor to refer to discussions which have taken place between the New Zealand Department of Scientific and Industrial Research ("the DSIR") and United States Coast Guard ("the Coast Guard") concerning the establishment and operation in New Zealand of an Omega Navigation System Monitoring Facility ("the unit").

I now have the honor to propose that the provisions of the attached Memorandum of Understandings shall provide the basis upon which the Coast Guard and the DSIR shall cooperate in establishing and operating the unit.

I should be grateful for your confirmation that the provisions of the Memorandum of Understandings are acceptable to New Zealand.

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

H. Monroe Browne

Enclosure:

Memorandum of Understandings

MEMORANDUM OF UNDERSTANDINGS

1. Site Selection

The DSIR will select a site for the unit at, or in the vicinity of, Wellington. Location of the antenna and equipment at the selected site will be the responsibility of the DSIR with the concurrence of the Coast Guard.

2. Responsible Coast Guard Organization

The responsibilities of the Coast Guard under this Memorandum will be carried out by the Omega Navigation System Operations Detail ("ONSOD") or such other Coast Guard organizations as the Coast Guard may designate.

3. Responsible DSIR Organization

The responsibilities of the DSIR under this Memorandum will be carried out by the Physics and Engineering Laboratory of the DSIR.

4. Omega Monitoring Electronic Equipment

The Coast Guard will :

(a) furnish all electronic equipment necessary to maintain and operate the unit, including all required magnetic cassette recording tapes;

(b) retain title to all equipment and parts;

(c) ship the equipment and parts to the site provided and bear all shipping and freight costs;

(d) provide technical assistance and supervise the installation of the receiver, recording device and whip antenna and train associated personnel;

(e) repair any equipment modules requiring major repair. Such modules will be returned to the Coast Guard at its expense when repair is required. Modules may be replaced by the DSIR.

To improve the data collection the Coast Guard may substitute new equipment for equipment originally installed. The Coast Guard will provide 30 days' advance notice of such substitutions. Substitution of new equipment by the Coast Guard will be subject to the availability of space in the DSIR and to the approval of the responsible and competent New Zealand authorities.

5. System Operation

The DSIR will :

(a) provide qualified technical personnel necessary to maintain and operate the unit;

(b) provide minor on-site routine servicing, including changing magnetic cassette tapes at proper intervals;

(c) forward the tapes to the Coast Guard not less frequently than monthly;

(d) request replacement modules for repair of defective equipment. Coast Guard personnel may visit the unit during the installation stage and thereafter for operational, maintenance, training and liaison purposes. DSIR personnel may similarly visit Coast Guard facilities for familiarization, training, liaison as required.

6. Financing

Expenses incidental to the operation of the unit, including labour costs, installation of the antenna systems, electrical power and removal of equipment will be borne by the DSIR.

The Coast Guard will fund the maintenance of returned modules. All obligations of the Coast Guard under this Memorandum are subject to the availability of appropriated funds.

7. Technical Characteristics and Site Requirements

The unit will have the following characteristics:

(a) Equipment

Magnavox MX-1104 Omega Monitor Receiver

Weight : 75 lbs

Dimensions : 15" x 15" x 15"

MFE Automatic Magnetic Cassette Tape Device

Weight : 10 lbs

Dimensions : 10" x 10" x 8"

Eight Foot Long Whip Antenna

Antenna Coupler

Antenna Cable

Calibration Cable

(b) Power Requirements

100-117/220-240 VAC

50-60 Hz

100 Watts, 1 AMP

(c) Environment Requirements

Temperature : 10C to 50C

Humidity : Less than 90%

(d) Operation Training : Two to three days at installation time.

(e) Operator Attention : Several minutes per day.

(f) General : The receiver and recorder may be either 19-inch rack mounted or placed on a table, depending on what space is available. The receiver is fully automated, requiring only initial setting of desired parameters, a daily check to ensure that the receiver is operating properly, replacement and mailing to ONSOD of the magnetic tape cassettes on a monthly basis, and replacement of non-functioning modules in the event of a receiver failure. The unit will receive a continuous electrical power supply. Its electrical environment will exclude spurious emissions that will interfere with signal reception, including emissions from arcing of power transformers, welding equipment, heavy machinery, and overhead trolley power lines. The unit should not be exposed to temperatures in excess of 50°C and/or high humidity (above 90% for extended periods).

8. Ownership and Disposition of Equipment

The Coast Guard will retain ownership of all equipment it provides in connection with the unit. The Coast Guard will have the right to remove or dispose of all such property on termination of this Memorandum, or, to the extent it is no longer required for the operation of the unit, at other times. All shipping and freight costs incurred in the removal of equipment will be borne by the Coast Guard.

9. Customs and Immigration

The DSIR will take appropriate measures to secure exemptions from surcharges, customs duties and taxes on all equipment, parts and materials supplied by ONSOD and imported by the DSIR for the unit, and to facilitate reasonable entry and exit of U.S. Coast Guard authorized personnel to assist in establishing and maintaining it.

10. Claims

Each party will be liable for any damage that may arise to its property or injury that may occur to its personnel arising from the establishment and operation of the monitoring facility.

11. Security

The DSIR will take reasonable measures to protect the unit from vandalism and to protect against the entry on to the site of unauthorized personnel.

12. Information

(a) ONSOD will provide information on the recording standard and the data format used by the MFE Automatic Magnetic Cassette Tape Device. In addition, all data derived by the Coast Guard from the unit will be made available to the DSIR within a reasonable time of processing.

(b) DSIR may operate the unit from an external caesium beam time standard, in a manner analogous to that used by the Australian Department of Transport, in order to enhance the usefulness of the data obtained.

13. Time Schedule and Term of the Agreement

For planning purposes, the installation of the unit on the site will be carried out within six (6) months from the date of site selection or the supply of equipment by ONSOD, whichever is the later.

This Memorandum will become effective upon the conclusion of the exchange of Notes between the two Governments on the unit and will remain in effect for two years. Thereafter it will continue in effect unless either Party gives six months written notice to the other Party of its intention to terminate it.

The New Zealand Minister of Science and Technology to the American Ambassador

Office of the Minister of Science and Technology

WELLINGTON N.Z.

3 March 1983

Excellency,

I have the honour to acknowledge the receipt of your Note of today's date, together with its attached Memorandum of Understandings, the texts of which read as follows:

[For the text of the U.S. note, see pp. 512-518.]

I have the honour to inform you that the provisions contained in the Memorandum of Understandings are acceptable to the Government of New Zealand.

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

Dr I. J. Shearer
Minister of Science and Technology

His Excellency Mr H. Monroe Browne,
Ambassador of the United States of America,
WELLINGTON.

FEDERAL REPUBLIC OF GERMANY

Satellites

Memorandum of understanding signed at Vienna August 8, 1982;
Entered into force August 8, 1982.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION

AND

THE FEDERAL MINISTER FOR RESEARCH AND TECHNOLOGY OF THE FEDERAL REPUBLIC OF GERMANY

ON THE ROENTGENSATELLIT PROJECT

The National Aeronautics and Space Administration (NASA) of the United States of America and the Federal Minister for Research and Technology (BMFT) of the Federal Republic of Germany as the parties to this Memorandum of Understanding:

recalling with satisfaction the considerable amount of cooperation already conducted between them in the area of space science;

desiring to extend the fruitful cooperation developed in previous space projects;

convinced that such cooperation will continue to produce benefits to both parties;

have agreed as follows:

Article 1 - Purpose

NASA and BMFT each set forth in this Memorandum of Understanding (MOU) their understandings as to the general responsibilities of the parties and the terms and conditions under which they have agreed to cooperate in the ROENTGENSATELLIT (hereinafter referred to as ROSAT) project.

Article 2 - Mission

The mission of ROSAT is to advance the science of astrophysics through the study of x-ray emissions from non-solar celestial objects with an x-ray observatory which will survey the sky for x-ray sources and will point at specific sources for extended periods of time. The survey phase of the mission is expected to occupy approximately one-third and the pointed phase approximately two-thirds of the mission life time. The main instrument of the observatory will consist of a Wolter type I x-ray telescope with a carrousel focal plane assembly carrying two imaging proportional counters and one high resolution imaging detector. The main telescope will be supplemented by an XUV wide field camera which is oriented parallel to it. The overall spacecraft performance for source location will be as specified in the Project Plan.

The ROSAT will be launched in 1987, and it is expected to operate for at least 18 months.

Negotiations of possible mission extensions will be carried out on a timely basis.

Article 3 - Participation

The ROSAT project will be carried out as a cooperative venture between NASA and BMFT. To carry out this project BMFT will develop the ROSAT to be launched on the Space Shuttle, and conduct its operations. NASA will provide a high resolution imaging detector (HRI) and Space Transportation System (STS) related launch services. The Science and Engineering Research Council (SERC) of the United Kingdom of Great Britain and Northern Ireland will provide the XUV wide field camera (WFC). It is understood that SERC will participate in the project under a separate MOU between BMFT and SERC, which is consistent with this MOU. Wherever BMFT responsibilities and/or prerogatives are described, these are taken to include the appropriate SERC responsibilities and/or prerogatives, as set out in the MOU between BMFT and SERC.

Article 4 - Responsibilities of BMFT

To implement this cooperative project, BMFT will use its best efforts to carry out the following responsibilities:

a. Design, fabricate, test, integrate, calibrate, transport to the launch site and prepare for launching the complete ROSAT spacecraft including the scientific payload.

b. Define jointly with NASA the HRI interfaces, design requirements, test and handling specifications and acceptance criteria, and provide this information to NASA.

c. Integrate the HRI into the focal plane assembly, test it after integration into the ROSAT spacecraft, and supply NASA with the relevant data.

d. Provide to NASA all mission requirements and constraints necessary for NASA to provide STS software, hardware, operation procedures, and other support services, as required. Satisfy STS requirements e.g. safety requirements, unless formally waived.

e. Provide to NASA ROSAT design and other information pertaining to Space Shuttle interfaces and launch operations, and to hazardous systems of the ROSAT.

f. Conduct, with NASA assistance, checkout of the spacecraft during initial launch operations.

g. Conduct mission control and provide tracking and data acquisition services after final separation from the STS.

h. Reduce and distribute ROSAT data to German scientists and to NASA in a mutually agreed upon form and schedule.

i. Support German scientists to analyze ROSAT data to publish their findings including the catalog.

Article 5 - Responsibilities of NASA

To implement this cooperative project, NASA will use its best efforts to carry out the following responsibilities:

a. Provide a flight qualified HRI delivered to the Federal Republic of Germany, including the ground support and flight software uniquely required by the HRI and the relevant design, safety and operations information. Provide qualified personnel and data to support the integration of the HRI into ROSAT. Provide qualified personnel to support spacecraft test, launch and operations, as necessary.

b. Process the U.S. portion of the scientific data and distribute it to NASA designated investigators in a form suitable for scientific analysis.

c. Support U.S. scientists to analyze ROSAT data and to publish their findings.

d. Provide STS launch services to launch ROSAT into an orbit of 57° inclination and at least 300 km altitude.

e. Provide specifications of the environmental conditions in the Space Shuttle, safety requirements and the specifications on the appropriate mechanical and electrical interfaces to BMFT for use in preparing ROSAT for launch. Provide relevant technical consultation and technical data, as mutually agreed.

f. Assist BMFT in conducting spacecraft checkout operations prior to and during separation from the Space Shuttle, as necessary.

Article 6 - Project Management

a. The BMFT will establish a ROSAT Project Office to provide for project planning and management. This office will be responsible for the overall design, fabrication, test, integration, orbit injection, in-orbit verification and operation of ROSAT. The Project Office will be headed by the ROSAT Project Manager. Responsibility for management of the ROSAT project resides with the ROSAT Project Manager.

b. The NASA will designate a ROSAT Project Manager, who will be responsible for the overall design, fabrication, test, delivery, and in-orbit verification of the HRI. The NASA Project Manager will also be responsible for STS launch services.

c. The BMFT Project Manager will prepare a ROSAT Project Plan, which will then be subject to approval by NASA and the BMFT. This Plan will contain detailed statements as to how this cooperative project is to be carried out, including mission planning, spacecraft and instruments description, interface requirements, number of models and hardware parts, necessary documentation and software, delivery schedules, planned testing, provisions for configuration control, data format compatibility and such other technical information as the Project Managers, or NASA and the BMFT, deem to be necessary for project control. In case of conflict between the Project Plan and this MOU, the MOU will prevail. Update of the Plan requires the mutual consent of both Project Managers.

d. NASA and BMFT will establish a ROSAT Coordination Committee to oversee general progress of the mission. SERC will provide a member to the Coordinating Committee.

e. The Project Managers will decide all issues where this MOU calls for mutual agreement, except for amendments as specified in Article 18.

Article 7 - Science Management

a. NASA and BMFT will each designate a Project Scientist. They are responsible for the development of the scientific aspects of the mission and for assuring that the data are effectively used and that the results are expeditiously produced.

b. A ROSAT Users' Committee will be established. This Committee will discuss all scientific aspects of the mission and advise the Project Managers on the fulfillment of their responsibilities. Following launch the Committee will serve as a coordinating body to assure optimum utilization of the ROSAT Observatory. The Committee will be chaired by the BMFT Project Scientist. The NASA Project Scientist will be Vice Chairman.

c. Calls for proposals for observing programs to be conducted during the pointed observation time will be separately released by each party. Proposals will be separately reviewed and evaluated by NASA and BMFT. Both parties are free to accept proposals from outside their respective country.

d. Prior to the final selection NASA and BMFT will coordinate the acceptance of proposals through the Users' Committee to avoid unwarranted duplication of observations. All observations will be coordinated with the Project Managers to assure that observations will not endanger the health and lifetime of the spacecraft.

e. The Users' Committee will make recommendations as to the sequencing of selected observing programs. Based on these recommendations the BMFT, after consultations with the NASA, will make the final determination of the sequence of the integrated observing program.

Article 8 - HRI Integration

Determination of the readiness for integration of the HRI will be based on periodic reviews of the design, the qualification/acceptance and readiness for flight, and its acceptance during the Space Shuttle safety review process. The HRI reviews will be chaired by NASA.

BMFT will have appropriate representation at these NASA reviews as agreed between the Project Managers. Final determination of the readiness for integration of the HRI will be the responsibility of the BMFT Project Manager, based on recommendations from the NASA review committee.

Article 9 - Project Reviews

BMFT, after consultation with NASA, will make final determination of the overall readiness of ROSAT for launching. This determination will be based on periodic reviews such as concept, design, acceptance, safety and flight readiness reviews. NASA, after consultation with BMFT, will make final determination of overall mission launch readiness.

NASA will have appropriate representation at BMFT reviews as agreed between the Project Managers.

Article 10 - Science Data Rights

a. The analysis of ROSAT data for purposes of compiling the x-ray source catalog will be the responsibility of BMFT and rights to this data will remain with BMFT. Upon completion, this catalog will be made a part of the open scientific literature.

b. Each party will have full access to all instruments in the x-ray telescope during its observing period. All x-ray data accumulated during each party's observing period will be available to that party for analysis and publication. WFC data will remain with BMFT.

   Use of pointing mode science data will be exclusively reserved to the selected scientist for a twelve month period, beginning with the receipt of data and any associated spacecraft data in a form suitable for analysis.

   After one year the data will be made available to the international scientific community through the World Data Center for Rockets and Satellites.

c. Without prejudice to the first publication rights of the scientists BMFT has a right to utilize scientific data in order to optimize flight operations of the ROSAT.

d. Pointed observations may be interleaved with sky survey observations to the extent compatible with the objective to achieve a 100% sky survey in the first part of the mission, and as mutually agreed by the Users' Committee.

e. The results obtained from the ROSAT will be made available to the scientific community in general through publication in appropriate journals or other established channels as soon as practicable, and consistent with good scientific practice. In the event such reports or publications are copyrighted, NASA and BMFT shall have a royalty-free right under the copyright to reproduce and use such copyrighted work for their purposes.

f. NASA and BMFT will each obtain on average fifty percent of the pointing observation time.

Article 11 - Standards, Specifications, Information Exchange

a. Both Project Managers will review and mutually agree as to which standards and specifications will be considered to constitute the requirements for control purposes in the project. Units for technical and scientific values shall be in the International System of Units (SI).

b. It is the intent of the parties that the exchange of technical information for the purpose of carrying out the objectives of this project including information necessary for interface, safety, and STS launch services and operations, will be accomplished without the involvement of restricted or proprietary information. In the event it is determined that the exchange of such restricted or proprietary information is necessary, the parties agree to consult and provide for appropriate protective conditions for its exchange.

Article 12 - Funding Arrangements

NASA and BMFT will each bear the costs of discharging their respective responsibilities, including travel and subsistence of its own personnel and transportation charges on all equipment for which it is responsible.

Article 13 - Customs

NASA and BMFT will each use their best efforts to arrange in their respective countries for free customs clearance of equipment required in this project.

Article 14 - Public Information

Release of public information regarding the joint project may be made by NASA and BMFT for their own portion of the project as desired and, insofar as the participation of the other is involved, after suitable consultation.

Article 15 - Liability

NASA and BMFT agree that, with respect to injury or damage to persons or property involved in operations undertaken pursuant to this cooperative effort, neither NASA nor BMFT shall make any claim with respect to injury to or death of its own or its contractors' or its subcontractors' or other users' employees or damage to its own or its contractors' or its subcontractors' or other users' property caused by NASA, BMFT, or any other person involved in such operations, whether such injury, death or damage arises through negligence or otherwise.

In the event of damage to other persons or property, for which damage there is liability under international law or the principles of the Convention on International Liability for Damage caused by Space Objects,[1] NASA and BMFT shall consult promptly on an equitable sharing of any payments that have been or may be agreed in settlement.

NASA hereby gives the United States Government's authorization and consent (without prejudice to any rights of indemnification) for all use and manufacture of any invention covered by a patent of the United States in the performance of BMFT's responsibilities under this Agreement, including the performance of such responsibilities by BMFT contractors or subcontractors.

In the event the U. S. Government incurs any liability for the practice of inventions covered by privately-owned U. S. patents, either as royalties owned under an existing U. S. Government patent license or as an unlicensed practice of such patents (patent infringement), and such liability is incurred as a result of BMFT's and/or any of BMFT's contractors or subcontractor's performance of responsibilities under this Agreement, or as a result of NASA's use under the Agreement of the items or processes furnished by BMFT under this Agreement, BMFT agrees to indemnify the United States Government against such liability, including patent infringement costs and reimbursement for any such royalties. BMFT shall also provide such information and assistance as it has available to the United States Government in defending against any suit or claim for such patent royalties or infringement.

[1] TIAS 7762; 24 UST 2389.

Article 16 - Limits of Obligations

It is understood that the ability of NASA and BMFT to carry out their obligations is subject to their respective funding procedures. In case of funding difficulties on either side consultation between the parties should start as soon as possible.

Article 17 - Scope of Applicability

This agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the United States of America within three months of the date of entry into force of this agreement.

Article 18 - Amendments

Each party may propose to the other amendments to this MOU in writing. Such amendments shall be established by mutual written agreement of the parties.

Article 19 - Entry into Force and Termination

This agreement shall enter into force on the date of signature thereof, and shall remain in effect until four years after launch of the ROSAT and thereafter, unless after that date either party should terminate. Notice to terminate is to be given with one year's written notice.

Done at Vienna on August 8, 1982, in duplicate in the English and German languages, both texts being equally authentic.

For the United States
National Aeronautics and
Space Administration

James M. Beggs
Administrator

For the Federal Minister for
Research and Technology
of the Federal Republic
of Germany

Hans-Hilger Haunschild
State Secretary

VEREINBARUNG

ZWISCHEN

DEM BUNDESMINISTER FÜR FORSCHUNG UND TECHNOLOGIE

DER BUNDESREPUBLIK DEUTSCHLAND

UND

DER NATIONALEN LUFT- UND RAUMFAHRTBEHÖRDE

DER VEREINIGTEN STAATEN

ÜBER DAS PROJEKT RÖNTGENSATELLIT

Der Bundesminister für Forschung und Technologie (BMFT) der Bundesrepublik Deutschland und die Nationale Luft- und Raumfahrtbehörde (NASA) der Vereinigten Staaten von Amerika als Vertragsparteien dieser Vereinbarung -

eingedenk der umfangreichen bisherigen Zusammenarbeit zwischen ihnen auf dem Gebiet der Weltraumwissenschaft, die sie mit Befriedigung zur Kenntnis nehmen,

in dem Wunsch, die bei früheren Weltraumprojekten entwickelte fruchtbare Zusammenarbeit auszuweiten,

überzeugt, daß eine solche Zusammenarbeit auch in Zukunft für beide Vertragsparteien Vorteile erbringen wird -

sind wie folgt übereingekommen:

Artikel 1 - Zweck

Der BMFT und die NASA legen in dieser Vereinbarung ihre jeweiligen Standpunkte zu den allgemeinen Aufgaben der Vertragsparteien sowie den Bedingungen dar, zu denen sie vereinbarungsgemäß an dem Projekt RÖNTGENSATELLIT (im folgenden als ROSAT bezeichnet) zusammenarbeiten werden.

Artikel 2 - Mission

Die Mission des ROSAT besteht darin, durch die Untersuchung von Röntgenstrahlenemissionen nichtsolarer Himmelskörper mittels eines Röntgenobservatoriums, das den Himmel nach Röntgenstrahlenquellen durchmustern und über längere Zeiträume auf bestimmte Strahlenquellen gerichtet sein wird, Fortschritte in der Astrophysik zu erzielen. Die Durchmusterungsphase der Mission wird voraussichtlich ein Drittel, die Phase der Punktbeobachtungen etwa zwei Drittel der Missionsdauer umfassen. Das Hauptinstrument des Observatoriums wird ein Röntgenteleskop vom Typ Wolter I mit einer karussellartigen Meßanordnung in der Fokalebene sein, die über zwei abbildende Proportionszähler und einen abbildenden Detektor mit hohem Auflösungsvermögen verfügt. Das Haupteleskop wird durch eine XUV-Weitwinkelkamera ergänzt, die parallel dazu ausgerichtet ist. Die Leistungsfähigkeit des Raumfahrzeuggesamtsystems für die Lokalisierung von Strahlenquellen wird dem Projektplan entsprechen.

Der ROSAT wird 1987 gestartet werden und voraussichtlich mindestens 18 Monate in Betrieb bleiben.

Verhandlungen über mögliche Verlängerungen der Mission werden rechtzeitig geführt werden.

Artikel 3 - Beteiligung

Das ROSAT-Projekt wird als Gemeinschaftsunternehmen des BMFT und der NASA durchgeführt. Zur Durchführung des Projekts entwickelt der BMFT den ROSAT, der mit dem Raumtransporter gestartet werden soll, und führt den Betrieb des Satelliten durch. Die NASA stellt einen abbildenden Detektor mit hohem Auflösungsvermögen (HRI) und die zum Raumtransportsystem (STS) gehörenden Startdienste zur Verfügung. Der Science and Engineering Research Council (SERC) des Vereinigten Königreichs Großbritannien und Nordirland stellt die XUV-Weitwinkelkamera (WFC) zur Verfügung. Es gilt als vereinbart, daß der SERC sich im Rahmen einer gesonderten Vereinbarung zwischen dem BMFT und dem SERC, die mit der vorliegenden Vereinbarung im Einklang steht, an dem Projekt beteiligt. Soweit die Aufgaben und/oder Vorrechte des BMFT beschrieben werden, wird davon ausgegangen, daß sie die entsprechenden Aufgaben und/oder Vorrechte des SERC einschließen, wie sie in der Vereinbarung zwischen dem BMFT und dem SERC dargelegt sind.

Artikel 4 - Aufgaben des BMFT

Zur Durchführung dieses Gemeinschaftsprojekts wird sich der BMFT nach besten Kräften bemühen, folgende Aufgaben zu erfüllen:

a) Entwurf, Herstellung, Erprobung, Integration und Eichung des vollständigen ROSAT-Raumfahrzeugs einschließlich der wissenschaftlichen Nutzlast sowie seine Beförderung zum Startort und seine Vorbereitung für den Start;

b) Definition der HRI-Schnittstellen, der Entwurfsanforderungen, der Erprobungs- und Bedienungsspezifikationen sowie der Abnahmekriterien in Zusammenarbeit mit der NASA und Weiterleitung dieser Angaben an die NASA;

c) Integration des HRI in die Fokalebenenanordnung, Erprobung des HRI nach der Integration in das ROSAT-Raumfahrzeug und Weitergabe der entsprechenden Daten an die NASA;

d) Unterrichtung der NASA über alle Anforderungen und Beschränkungen im Zusammenhang mit der Mission, die erforderlich sind, damit die NASA STS-Software, -Hardware, -Betriebsverfahren und nach Bedarf andere Infrastrukturleistungen zur Verfügung stellen kann; Erfüllung der STS-Anforderungen, z.B. der Sicherheitsanforderungen, sofern darauf nicht förmlich verzichtet wird;

e) Unterrichtung der NASA über ROSAT-Entwurfs- und sonstige Angaben im Zusammenhang mit den Raumtransporternahtstellen und -startoperationen sowie den sicherheitsgefährdenden Systemen des ROSAT;

f) Durchführung der Funktionsprüfung des Raumfahrzeugs mit Unterstützung der NASA zu Beginn der Startoperationen;

g) Durchführung der Missionskontrolle sowie Bahnverfolgung und Datengewinnung nach der endgültigen Abtrennung vom STS;

h) Aufbereitung und Verteilung der ROSAT-Daten an deutsche Wissenschaftler und an die NASA in einer vereinbarten Form und nach einem vereinbarten Zeitplan;

i) Unterstützung der deutschen Wissenschaftler bei der Auswertung der ROSAT-Daten und der Veröffentlichung ihrer Ergebnisse einschließlich des Katalogs.

Artikel 5 - Aufgaben der NASA

Zur Durchführung dieses Gemeinschaftsprojekts wird sich die NASA nach besten Kräften bemühen, folgende Aufgaben zu erfüllen:

a) Bereitstellung eines in die Bundesrepublik Deutschland zu liefernden flugtauglichen HRI einschließlich der nur vom HRI benötigten Bodenunterstützung und Flug-Software sowie der einschlägigen

Angaben über Entwurf, Sicherheit und Betrieb; Gestellung qualifizierten Personals sowie der Daten zur Unterstützung der Integration des HRI in den ROSAT; nach Bedarf Gestellung qualifizierten Personals zur Unterstützung von Erprobung, Start und Betrieb des Raumfahrzeugs;

b) Verarbeitung des amerikanischen Teils der wissenschaftlichen Daten und Verteilung dieser Daten an die von der NASA benannten Forscher in einer für die wissenschaftliche Auswertung geeigneten Form;

c) Unterstützung der amerikanischen Wissenschaftler bei der Auswertung der ROSAT-Daten und Veröffentlichung ihrer Ergebnisse;

d) Bereitstellung von STS-Startdiensten für den Start des ROSAT in eine Umlaufbahn mit einer Inklination von 57° und einer Höhe von mindestens 300 km;

e) Bereitstellung der Spezifikationen für die Umweltbedingungen im Raumtransporter, der Sicherheitsanforderungen sowie der Vorgaben für die zugehörigen mechanischen und elektrischen Nahtstellen für den BMFT zwecks Vorbereitung des ROSAT für den Start; Gewährung einschlägiger technischer Beratung und Bereitstellung technischer Daten im vereinbarten Rahmen;

f) nach Bedarf Unterstützung des BMFT bei der Durchführung der Funktionsprüfung des Raumfahrzeugs vor und während der Abtrennung vom Raumtransporter.

Artikel 6 - Projektleitung

a) Der BMFT richtet für die Projektplanung und -leitung ein ROSAT-Projektbüro ein. Das Büro ist für den Gesamtkomplex Entwurf, Herstellung, Erprobung, Integration, Einschuß in die Umlaufbahn, Überprüfung in der Umlaufbahn und Betrieb des ROSAT verantwortlich. Das Projektbüro untersteht dem ROSAT-Projektleiter. Die Verantwortung für die Durchführung des ROSAT-Projekts liegt beim ROSAT-Projektleiter.

b) Die NASA benennt einen ROSAT-Projektleiter, der für den Gesamtkomplex Entwurf, Herstellung, Erprobung und Lieferung des HRI sowie seine Überprüfung in der Umlaufbahn verantwortlich ist. Der NASA-Projektleiter ist außerdem für die STS-Startdienste verantwortlich.

c) Der BMFT-Projektleiter arbeitet einen ROSAT-Projektplan aus, der dann der Genehmigung durch den BMFT und die NASA bedarf. Dieser Plan wird Einzelheiten darüber enthalten, wie dieses Gemeinschaftsprojekt durchgeführt werden soll; dazu gehören Einzelheiten über die Planung der Mission, eine Beschreibung des Raumfahrzeugs und der Instrumente, Anforderungen in bezug auf die Nahtstellen, Anzahl der Modelle und Hardware-Teile, erforderliche Dokumentation und Software, Lieferpläne, geplante Erprobungen, Vorkehrungen für die Konfigurationskontrolle, die Kompatibilität der Datenformate sowie weitere technische Informationen, welche die Projektleiter oder der BMFT und die NASA zur Projektkontrolle für erforderlich halten. Im Fall eines Widerspruchs zwischen dem Projektplan und dieser Vereinbarung hat die Vereinbarung Vorrang. Eine Fortschreibung des Plans bedarf der Zustimmung beider Projektleiter.

d) Der BMFT und die NASA setzen einen ROSAT-Koordinierungsausschuß ein, der den allgemeinen Fortgang der Mission überwacht. Der SERC entsendet ein Mitglied in den Koordinierungsausschuß.

e) Die Projektleiter entscheiden alle Fragen, für die in dieser Vereinbarung gegenseitiges Einvernehmen gefordert wird, mit Ausnahme der in Artikel 18 genannten Änderungen.

Artikel 7 - Wissenschaftliche Leitung

a) Der BMFT und die NASA benennen je einen Projektwissenschaftler. Diese sind für die Entwicklung der wissenschaftlichen Aspekte der Mission verantwortlich und haben sicherzustellen, daß die Daten effektiv genutzt werden und die Ergebnisse rasch vorliegen.

b) Es wird ein ROSAT-Benutzerausschuß gebildet. Dieser Ausschuß erörtert alle wissenschaftlichen Aspekte der Mission und berät die Projektleiter bei der Erfüllung ihrer Aufgaben. Nach dem

Start dient der Ausschuß als Koordinierungsgremium, das die optimale Nutzung des ROSAT-Observatoriums sicherstellen soll. Vorsitzender des Ausschusses ist der Projektwissenschaftler des BMFT. Stellvertretender Vorsitzender ist der Projektwissenschaftler der NASA.

c) Aufforderungen zur Vorlage von Vorschlägen für Beobachtungsprogramme, die während der Zeit für Punktbeobachtungen durchgeführt werden sollen, werden von jeder Vertragspartei gesondert herausgegeben. Die Vorschläge werden vom BMFT und der NASA unabhängig voneinander geprüft und bewertet. Beiden Vertragsparteien steht es frei, Vorschläge anzunehmen, die nicht aus ihrem eigenen Land kommen.

d) Vor der endgültigen Auswahl koordinieren der BMFT und die NASA die Annahme der Vorschläge durch den Benutzerausschuß, um unnötige Doppelarbeit bei den Beobachtungen zu vermeiden. Alle Beobachtungen werden mit den Projektleitern so abgestimmt, daß sie die Funktionsfähigkeit und Lebensdauer des Raumfahrzeugs nicht gefährden.

e) Der Benutzerausschuß gibt Empfehlungen zur Reihenfolge der ausgewählten Beobachtungsprogramme ab. Aufgrund dieser Empfehlungen trifft der BMFT nach Konsultationen mit der NASA die endgültige Entscheidung über die Reihenfolge innerhalb des gesamten Beobachtungsprogramms.

Artikel 8 - Integration des HRI

Die Entscheidung darüber, wann der HRI für die Integration bereit ist, wird auf der Grundlage regelmäßiger Überprüfungen des Entwurfs, der Qualifikation/Abnahme und Flugtauglichkeit sowie der Abnahme während der Überprüfung der Sicherheit des Raumtransporters getroffen. Bei den HRI-Überprüfungen führt die NASA den Vorsitz.

Bei diesen Überprüfungen durch die NASA wird der BMFT nach Abstimmung zwischen den Projektleitern angemessen vertreten sein. Die endgültige Entscheidung darüber, wann der HRI für die Integration bereit ist, trifft der BMFT-Projektleiter aufgrund der Empfehlungen des NASA-Überprüfungsausschusses.

Artikel 9 - Projektüberprüfungen

Nach Konsultationen mit der NASA trifft der BMFT die endgültige Entscheidung darüber, ob der ROSAT insgesamt startbereit ist. Diese Entscheidung gründet sich auf regelmäßige Überprüfungen wie Konzept-, Entwurfs-, Abnahme-, Sicherheits- und Flugtauglichkeitsüberprüfungen. Nach Konsultationen mit dem BMFT trifft die NASA die endgültige Entscheidung darüber, ob die Mission insgesamt startbereit ist.

Bei den Überprüfungen durch den BMFT wird die NASA nach Abstimmung zwischen den Projektleitern angemessen vertreten sein.

Artikel 10 - Rechte an den wissenschaftlichen Daten

a) Die Auswertung der ROSAT-Daten für die Erstellung des Katalogs der Röntgenstrahlenquellen ist Aufgabe des BMFT, und die Rechte an diesen Daten verbleiben beim BMFT. Nach Fertigstellung wird dieser Katalog Bestandteil der offenen wissenschaftlichen Literatur.

b) Während der ihr zugeteilten Beobachtungszeit hat jede Vertragspartei uneingeschränkten Zugang zu allen Instrumenten im Röntgenteleskop. Alle während der Beobachtungszeit einer Vertragspartei gesammelten Daten über Röntgenstrahlen stehen dieser Vertragspartei zur Auswertung und Veröffentlichung zur Verfügung. Die mit der Weitwinkelkamera gewonnenen Daten verbleiben beim BMFT.

Die Nutzung der durch Punktbeobachtungen gewonnenen wissenschaftlichen Daten ist für die Dauer von zwölf Monaten, beginnend mit dem Erhalt der Daten und möglicher zugehöriger Raumfahrzeugdaten in einer für die Auswertung geeigneten Form, ausschließlich dem ausgewählten Wissenschaftler vorbehalten.

Nach einem Jahr werden die Daten der internationalen Fachwelt über das Weltdatenzentrum für Raketen und Satelliten (World Data Center for Rockets and Satellites) zur Verfügung gestellt.

c) Unbeschadet der Erstveröffentlichungsrechte der Wissenschaftler hat der BMFT das Recht, alle wissenschaftlichen Daten zu nutzen, um den Flugbetrieb des ROSAT zu optimieren.

d) Zwischen die Durchmusterungsbeobachtungen können Punktbeobachtungen nach einem vom Benutzerausschuß vereinbarten Modus und in dem Umfang eingeschoben werden, der mit dem Ziel vereinbar ist, im ersten Teil der Mission den gesamten Himmel zu durchmustern.

e) Die vom ROSAT gewonnenen Ergebnisse werden der allgemeinen Fachwelt durch Veröffentlichung in geeigneten Zeitschriften oder auf andere bewährte Weise so schnell wie möglich und im Einklang mit gutem wissenschaftlichen Brauch zugänglich gemacht. Falls solche Berichte oder Veröffentlichungen urheberrechtlich geschützt sind, sind der BMFT und die NASA im Rahmen des Urheberrechts berechtigt, diese urheberrechtlich geschützten Arbeiten für ihre Zwecke gebührenfrei zu reproduzieren und zu benutzen.

f) Der BMFT und die NASA erhalten jeweils im Durchschnitt fünfzig Prozent der für Punktbeobachtungen vorgesehenen Zeit.

Artikel 11 - Normen, Spezifikationen, Informationsaustausch

a) Die beiden Projektleiter prüfen und vereinbaren, welche Normen und Spezifikationen als Anforderungen für Kontrollzwecke bei dem geplanten Projekt gelten sollen. Als Maßeinheiten für technische und wissenschaftliche Werte gelten diejenigen des internationalen Einheitensystems (International System of Units) (SI).

b) Es ist die Absicht der Vertragsparteien, den Austausch von technischer Information zur Durchführung der Projektziele einschließlich der erforderlichen Informationen für Nahtstellen, Sicherheit und STS-Startdienste und -operationen ohne die Einbeziehung unter Geheimschutz stehender oder rechtlich geschützter Informationen durchzuführen. Für den Fall, daß festgestellt wird, daß der Austausch solcher unter Geheimschutz stehender oder rechtlich geschützter Informationen erforderlich ist, kommen die Vertragsparteien überein, einander zu konsultieren und für angemessene Schutzbestimmungen für einen solchen Austausch zu sorgen.

Artikel 12 - Finanzierungsregelungen

Der BMFT und die NASA tragen jeweils die bei der Erfüllung ihrer Aufgaben entstehenden Kosten einschließlich der Fahrtkosten und Tagegelder ihres Personals sowie der Beförderungskosten für die Ausrüstungsgegenstände, für die sie verantwortlich sind.

Artikel 13 - Zollfragen

Der BMFT und die NASA werden sich in ihren jeweiligen Ländern nach besten Kräften um Zollfreiheit für die bei diesem Projekt benötigten Ausrüstungsgegenstände bemühen.

Artikel 14 - Unterrichtung der Öffentlichkeit

Informationen an die Öffentlichkeit über den jeweils eigenen Teil des gemeinsamen Projekts können vom BMFT und von der NASA auf eigenen Wunsch und, soweit die Beteiligung der anderen Vertragspartei betroffen ist, nach entsprechenden Konsultationen freigegeben werden.

Artikel 15 - Haftung

Der BMFT und die NASA kommen überein, daß bezüglich Personen- oder Sachschäden bei den Maßnahmen im Rahmen dieses Gemeinschaftsunternehmens weder der BMFT noch die NASA Ansprüche wegen der Verletzung oder des Todes eines eigenen Beschäftigten oder eines Beschäftigten eines Auftragnehmers oder Unterauftragnehmers oder anderen Benutzers oder wegen der Beschädigung von BMFT/NASA-Eigentum oder Eigentum von Auftragnehmern oder Unterauftragnehmern oder anderen Benutzern, die durch den BMFT, die NASA oder einen mit diesen Maßnahmen befaßten Dritten verursacht werden, stellen werden, gleichviel ob die Verletzung, der Tod oder die Beschädigung durch Fahrlässigkeit oder auf andere Weise verursacht wird.

Bei Personen- oder Sachschäden an Dritten, für die eine Haftung nach dem Völkerrecht oder den Grundsätzen des Übereinkommens über die völkerrechtliche Haftung für Schäden durch Weltraumgegenstände besteht, werden der BMFT und die NASA einander umgehend über eine gerechte Aufteilung der Zahlungen, die zur Beilegung vereinbart worden sind oder noch vereinbart werden, konsultieren.

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Die NASA erteilt hiermit die Genehmigung und Zustimmung der Regierung der Vereinigten Staaten (unbeschadet etwaiger Rechte auf Haftungsfreistellung) zur Nutzung und zum Nachbau jeder durch ein Patent der Vereinigten Staaten geschützten Erfindung bei der Erfüllung der Aufgaben des BMFT im Rahmen dieser Vereinbarung, einschließlich der Erfüllung dieser Aufgaben durch die Auftragnehmer und Unterauftragnehmer des BMFT. Falls die Regierung der Vereinigten Staaten für die Nutzung und den Nachbau von durch private US-Patente geschützten Erfindungen entweder für Lizenzgebühren aufgrund einer bestehenden staatlichen amerikanischen Patentlizenz oder für die nicht genehmigte Nutzung solcher Patente (Patentverletzung) haftbar wird und falls eine solche Haftung als Folge der Erfüllung von Aufgaben durch den BMFT bzw. einen Auftragnehmer oder Unterauftragnehmer des BMFT im Rahmen dieser Vereinbarung oder als Folge der Benutzung der im Rahmen dieser Vereinbarung vom BMFT zur Verfügung gestellten Gegenstände oder Verfahren durch die NASA aufgrund dieser Vereinbarung eingegangen wird, erklärt sich der BMFT einverstanden, die Regierung der Vereinigten Staaten von einer solchen Haftung, einschließlich der Kosten einer Patentverletzung und der Erstattung solcher Lizenzgebühren, freizustellen. Der BMFT stellt der Regierung der Vereinigten Staaten auch die ihm zugänglichen Informationen und die ihm mögliche Unterstützung bei der Abwehr von Ansprüchen auf solche Lizenzgebühren bzw. von Klagen wegen Patentverletzung zur Verfügung.

Artikel 16 - Begrenzung der Verpflichtungen

Es gilt als vereinbart, daß die Fähigkeit des BMFT und der NASA, ihre Verpflichtungen zu erfüllen, von den jeweiligen Verfahren der Mittelbereitstellung abhängt. Bei Finanzierungsschwierigkeiten auf einer der beiden Seiten sollen die Vertragsparteien so bald wie möglich in Konsultationen eintreten.

Artikel 17 - Geltungsbereich

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 Inkrafttreten der Vereinbarung eine gegenteilige Erklärung abgibt.

Artikel 18 - Änderungen

Jede Vertragspartei kann der anderen schriftlich Änderungen dieser Vereinbarung vorschlagen. Solche Änderungen werden durch gegenseitige schriftliche Übereinkunft zwischen den Vertragsparteien in Kraft gesetzt.

Artikel 19 - Inkrafttreten und Kündigung

Diese Vereinbarung tritt mit dem Tag ihrer Unterzeichnung in Kraft und bleibt vier Jahre nach dem Start des ROSAT in Kraft; danach bleibt sie weiterhin in Kraft, sofern sie nicht nach Ablauf der vier Jahre von einer der Vertragsparteien beendet wird. Die Kündigung erfolgt schriftlich unter Einhaltung einer Frist von einem Jahr.

Geschehen zu Wien am 8. August 1982
in zwei Urschriften, jede in deutscher und englischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

Für den
Bundesminister für
Forschung und Technologie
der Bundesrepublik
Deutschland

Hans-Hilger Haunschild
Staatssekretär

Für die
Nationale Luft- und
Raumfahrtbehörde der
Vereinigten Staaten

James Beggs
Administrator

BELIZE

Economic and Technical Cooperation

Agreement signed at Belmopan March 8, 1983;
Entered into force March 8, 1983.

BILATERAL AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF BELIZE

The Government of the United States of America and the Government of Belize, desiring to conclude an agreement relating to economic and technical cooperation between both countries have agreed as follows:

ARTICLE I

To assist the Government of Belize in its national development and in its efforts to achieve economic and social progress through its own resources and other measures of self-help, the Government of the United States of America is furnishing such economic, technical and related assistance hereunder as may be requested by representatives of appropriate agencies of the Government of Belize and approved by representatives of the Agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested and approved by other representatives designated by the Government of the United States of America and the Government of Belize. Such assistance shall be made available in accordance with written arrangements agreed upon between the abovementioned representatives.

ARTICLE II

To promote the economic and social progress of Belize, the Government of Belize will contribute fully within the limits of its resources and general economic condition to its development program and to programs and operations related thereto, including those conducted pursuant to this Agreement, and will give full information to the people of Belize concerning programs and operations hereunder. The Government of Belize will take appropriate steps to insure the effective use of assistance furnished pursuant to this Agreement and will afford every opportunity and facility to representatives of the Government of the United States of America to observe and review programs and operations conducted under this Agreement and will furnish whatever information they may need to determine the nature and scope of operation planned or carried out and to evaluate results.

ARTICLE III

The Government of Belize will receive a special Mission, currently named USAID, and its personnel to discharge the responsibilities of the Government of the United States of America hereunder and will consider this Mission and its personnel as part of the Diplomatic Mission of the Government

of the United States of America in Belize for the purpose of receiving the privileges and immunities accorded to that Mission and its personnel of comparable rank. The Special Mission shall enjoy the same inviolability of premises as is extended to the Diplomatic Mission of the Government of the United States of America.

ARTICLE IV

In order to assure the maximum benefits to the people of Belize from the assistance to be furnished hereunder: (a) property or funds used or to be used, in connection with this Agreement, by the Government of the United States of America, or by any contractor financed by that Government shall be exempt from any taxes on ownership or use and any other taxes, investment or deposit requirements, and currency controls in Belize, and the import, export, acquisition, use or disposition of any such property or funds in connection with this Agreement shall be exempt from any tariffs, custom duties, import and export taxes, taxes on purchases or disposition and any other taxes or similar charges in Belize. However, upon completion of the work to be performed by any contractor financed by the United States Government with any materials and equipment imported into Belize, such contractor shall be liable to pay the existing rates of duties on all materials, equipment or other property not utilized, unless such materials and equipment are re-exported; (b) all persons, except citizens or permanent residents of Belize, who are present therein to perform work pursuant to this Agreement, shall be exempt from income and social security taxes levied under the laws of Belize and from taxes on the purchase, ownership, use or disposition of personal movable property (including automobiles) intended for their own use, except if an automobile is sold or transferred to a person not entitled to duty-free privileges, the duty and other taxes shall be paid on it in accordance with the law or regulations in force in Belize. Such persons and members of their families shall receive the same treatment with respect to the payment of customs, import, export and all other duties and fees on personal movable property (including automobiles) imported into Belize for their own use, as is accorded by the Government of Belize to diplomatic personnel of the United States Embassy in Belize, except that with respect to persons engaged under a contract financed by the Government of the United States, the personal or household effects of such persons shall only be exempt from import duties and taxes at the time of a person's first arrival in Belize and for a period of six months thereafter, and that not more than one automobile may be imported into Belize every five years without the written permission of the Government of Belize.

ARTICLE V

Funds used for purposes of furnishing assistance hereunder shall be convertible into currency of Belize at the rate providing the largest number of units of such currency for the United States dollar which, at the time conversion is made, is not unlawful in Belize.

ARTICLE VI

This Agreement shall enter into force on the date on which it is signed by the two Governments and shall remain in force until six months after the date of the communication by which either Government gives written notification to the other of its intention to terminate it. In such event, the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to this Agreement before such termination.

All or any part of the program of assistance provided hereunder, except as may otherwise be provided in arrangements agreed upon pursuant to Article I hereof, may be terminated by either Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

The furnishing of assistance under this Agreement shall be subject to the applicable laws and regulations of the Government of the United States of America.

The two Governments or their designated representatives shall, upon request of either of them, consult regarding any matter on the application, operation or amendment of this Agreement.

Done in duplicate at Belmopan this 8 day of March, 1983.

GOVERNMENT OF BELIZE

By: George Price
George C. Price
Title: Prime Minister

By: Edmund A. Marshalleck
Edmund A. Marshalleck
Title: Ambassador to the United States of America

GOVERNMENT OF THE UNITED STATES OF AMERICA

By: Malcolm R. Barnebey
Malcolm R. Barnebey
Title: Ambassador Designate

By: Neboysha R. Brashich
Neboysha R. Brashich
Title: A.I.D. Representative

MALAYSIA

Postal: Express Mail Service

Agreement, with detailed regulations, signed at Washington and Kuala Lumpur February 14 and March 14, 1983;
Entered into force June 1, 1983.

INTERNATIONAL EXPRESS

MAIL AGREEMENT

BETWEEN

THE POSTAL ADMINISTRATION OF MALAYSIA

AND

THE UNITED STATES POSTAL SERVICE

TIAS 10671

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Preamble

The undersigned, by virtue of the authority vested in them, have concluded the following Agreement.

Article 1 Purpose of the Agreement

This Agreement shall govern the exchange of International Express Mail between Malaysia and the United States of America, including any areas for which the postal administrations of these countries exercise International Express Mail responsibilities.

Article 2 Definitions

As used herein the following terms shall have the indicated meanings:

1. Administration - an abbreviated form used to refer to one of the postal administrations signatory to this Agreement;

2. Articles and sections - articles and sections of this Agreement, except when the context indicates an article which is or can be inserted into an item;

3. Convention - the Universal Postal Convention[1] adopted by the Congress of the Universal Postal Union from time to time;

[1] TIAS 9972; 32 UST 4587.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time;

5. International Express Mail service - the service established by this Agreement;

6. Scheduled service - an International Express Mail service option which allows a sender to enter into a contractual arrangement to mail items on a designated schedule to designated addressees;

7. On-demand service - an International Express Mail service option which allows a sender to mail an item on a non-contractual basis and without any requirements for scheduling or prior designation of addressee.

Article 3 Scheduled Service

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least ten days prior to commencing service pursuant to such contract:

(i) The identification number of the customer contract, which number shall be indicated on each item sent;

(ii) the names and addresses of the sender and designated addressee;

(iii) the days of the week designated by the customer as scheduled dispatch days;

(iv) the time of day delivery is requested; and

(v) the airline and flight number to be used.

4. The administration of origin shall notify the administration of destination of any changes in the information referred to in Section 3 of this Article.

Article 4 On-Demand Service

1. Each administration may offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available, based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

Article 5 Charges to be Collected From the Sender

Each administration shall fix the charges to be collected from its senders for sending items in the service.

Article 6 Charges and Fees to be Collected From the Addressee

Each administration shall be authorized to collect from the addressee the customs duty and other applicable non-postal fees, if any, payable on each item it delivers and a charge for the collection of such fees.

Article 7 Conditions of Acceptance

Provided that the contents do not come within the prohibitions listed in Article 8, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the names and addresses of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by Article 9.

Article 8 Prohibitions

1. The provisions of the Convention governing prohibitions shall be applicable to the insertion of articles in International Express Mail items.

2. Each administration shall communicate to the other the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing entry of postal items in its service.

Article 9 Limits of Size and Weight

An item of International Express Mail:

(a) shall not exceed 900 millimeters for any one dimension nor 2 meters for the sum of the length and the greatest circumference measured in a direction other than that of the length; and,

(b) shall not exceed 10 kilograms in weight.

Article 10 Treatment of Items Wrongly Accepted

1. When an item containing an article prohibited under Article 8 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under Article 9, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

Article 11 General Rules for Delivery and Customs Clearance

1. Each administration shall, in accordance with its regulations for the type of service used, make every effort to effect delivery of each item of International Express Mail by the fastest means available.

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

Article 12 Undeliverable Items

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

Article 13 Items Arriving Out of Course and to be Redirected

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

Article 14 Inquiries

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the date after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

Article 15 Allocation of Surface Costs for Traffic Imbalances

1. At the end of each calendar year, the administration which has received a larger quantity of International Express Mail items than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has incurred for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to ths costs of services.

3. Modifications of the imbalance charge may be made as follows:

(a) Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

(b) To be applicable, any such modification of the imbalance charge must:

(i) be communicated to the other administration at least three months in advance;

(ii) remain in force for at least one year.

4. No imbalance charge shall be collected if the difference in the number of items exchanged is less than one thousand.

Article 16 Internal Air Conveyance Dues

Each administration which provides air conveyance of items within its country shall be entitled to reimbursement of internal air conveyance dues at rates established in the provisions of the Convention which govern internal air conveyance dues.

Article 17 Onward Air Conveyance

1. Each administration shall provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

2. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

Article 18 No Additional Rates, Charges, or Fees

The administrations may collect only the rates, charges, and fees established under this Agreement.

Article 19 Liability of Administrations

Each administration shall establish its own policy concerning liability in cases of loss, damage, theft or delay in delivery of International Express Mail items. The administration of origin shall be responsible for making indemnity payments, if any, to its senders, without recourse to the other administration.

Article 20 Application of the Convention

The Convention or its Detailed Regulations shall be applicable, where appropriate, by analogy, in all cases not expressly governed by this Agreement or its Detailed Regulations.

Article 21 Detailed Regulations

Details of implementation of this Agreement shall be governed by its Detailed Regulations.

Article 22 Arbitration

Any dispute which arises between the administrations concerning the interpretation or application of this Agreement which cannot be resolved by the administrations to their mutual satisfaction, shall be settled by arbitration, following the arbitration procedures of the Universal Postal Union at the time that the dispute is submitted by an administration for arbitration. The arbitrators shall be chosen from the administrations which provide a service analogous to International Express Mail service.

Article 23 Alterations or Amendments; Additional Rules and Regulations

1. This Agreement or its Detailed Regulations may be altered or amended by mutual consent by means of correspondence between officials of each administration who have been authorized to make such alterations or amendments.

2. Each administration is authorized to adopt implementing rules and regulations for its internal operation of the service not inconsistent with this Agreement or its Detailed Regulations.

Article 24 Entry into Force and Duration

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall expire twelve months after either administration notifies the other in writing of termination.

[1] June 1, 1983.

Done in duplicate and signed at Kuala Lumpur on the fourteenth day of March, 1983 and at Washington, D.C. on the 14th day of February, 1983.

FOR THE POSTAL ADMINISTRATION OF MALAYSIA:

[1]

FOR DIRECTOR GENERAL OF POSTS, MALAYSIA

FOR THE UNITED STATES POSTAL SERVICE:

[2]

Assistant Postmaster General
International Postal Affairs

[1] Abu Bakar Bin Haji Abu Ashari.
[2] W. E. Duka.

DETAILED REGULATIONS OF THE INTERNATIONAL

EXPRESS MAIL AGREEMENT

BETWEEN

THE POSTAL ADMINISTRATION OF MALAYSIA

AND

THE UNITED STATES POSTAL SERVICE

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The undersigned, by virtue of the authority vested in them, have drawn up the following Detailed Regulations for implementation of the International Express Mail Agreement between the Postal Administration of Malaysia and the United States Postal Service.

Article 101 Information to be Supplied By the Administrations

1. Each administration shall notify the other administration of:

(a) the necessary information concerning customs or other regulations, as well as the prohibitions or restrictions governing the entry of International Express Mail items in the territory of its country and other areas for which it has International Express Mail responsibility;

(b) the provisions of its laws or regulations applicable to the conveyance of International Express Mail items;

(c) the rates and dues established under the Agreement; and,

(d) the forms, labels and other documentation which it requires in the service.

2. Any change of the information mentioned in Section 1 shall be communicated in writing immediately to the other administration.

Article 102 Addresses of the Sender and of the Addressee

To be admitted for mailing, each item of International Express Mail shall bear, in roman letters and arabic figures on the item itself or on a label firmly attached to it, the names and complete addresses of the sender and of the addressee.

Article 103 Items Containing Merchandise

1. Each item containing merchandise shall be accompanied by a customs declaration on Universal Postal Union Form C2/CP3 or a similar from. The customs declaration shall be securely attached to each such item.

2. The contents of each such item shall be shown in detail on the customs declaration.

3. Although the administrations assume no responsibility for the accuracy of customs declarations, they shall inform senders of the correct way to complete these declarations.

4. The aggregate value of all items a sender may mail to the same person in the United States in one day shall not exceed $250.

Article 104 Packing Requirements

1. Each item shall be packed and closed in a manner befitting the weight, the shape, and the nature of the contents as well as the mode and duration of conveyance.

2. Each item shall be packed and closed so as not to present any danger to officials called upon to handle it, or to soil or damage other mail or postal equipment.

3. Each item shall have, on its packing or wrapping, sufficient space for service instructions and for affixing labels.

4. Each item which requires special packing shall be made up in accordance with the packing provisions in the Detailed Regulations of the Convention.

Article 105 General Makeup of Mails

1. International Express Mail dispatches shall be made up in closed mails, and shall be accompanied by the air mail delivery bill and manifest forms required by these regulations.

2. The items in each dispatch shall be enclosed in blue and orange International Express Mail bags.

3. Items containing merchandise or other dutiable articles shall be placed in separate bags from non-dutiable items, and shall be dispatched separately accompanied by a separate manifest.

4. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate:

(a) the exchange office of destination; and

(b) whether the bag contains merchandise or other dutiable items.

Article 106 Manifests

1. An International Express Mail manifest, on a form acceptable to each administration, shall acccompany each dispatch.

2. Each item sent through the scheduled service shall be listed separately on the manifest. If no items are sent under a scheduled service contract, the contract number and the fact that no items were sent shall be entered on the manifest.

3. The total number of on-demand items in a dispatch shall be entered collectively as a single manifest entry.

4. The manifest shall clearly indicate that the dispatch contains International Express Mail items.

Article 107 Air Mail Delivery Bills

1. An air mail delivery bill, on Universal Postal Union Form AV 7, shall accompany each dispatch.

2. The air mail delivery bill shall be marked so as to indicate clearly that the dispatch contains International Express Mail.

3. The total number of items in each dispatch shall be entered in the observations column of the air mail delivery bill.

Article 108 Exchange Offices

1. The exchange of dispatches of International Express Mail shall be carried out by the designated exchange offices of each administration.

2. Each administration shall designate its International Express Mail exchange offices to be used in the service and inform the other administration of the location of each such exchange office.

3. Each administration shall give the other administration advance notice of redesignation of, or addition to its exchange offices.

Article 109 Verification of Dispatches and their Contents

1. Upon receipt of an International Express Mail dispatch, the administration of destination shall verify that the dispatch is consistent with the entries on the air mail delivery bill.

2. The contents of each dispatch shall be verified as soon as possible, at an office designated by the administration of destination, to confirm their conformity with the manifest and with the air mail delivery bill.

Article 110 Notification of Irregularities

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin by telex and confirmed by verification note on a Universal Postal Union Form C-14.

2. All other actions taken in connection with any irregularity shall be governed by the regulations of the administration of destination.

Article 111 Redirection of Items Arriving Out of Course

The redirecting administration shall notify the administration of origin, by telex or telephone, of the details concerning the arrival and redirection of each item or bag arriving out of course.

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Article 112 Return of Items to Origin

Each administration which returns an item for any reason whatsoever shall give, either written by hand or by means of a stamped impression or label on the item and on the manifest which accompanies it, the reason for non-delivery.

Article 113 Accounting, Settlement of Accounts

1. The procedures for accounting and for the settlement of accounts for internal air conveyance shall be governed by the provisions covering accounting for air mail in the Detailed Regulations of the Convention.

2. The procedures for accounting and settlement of accounts for allocation of surface costs for traffic imbalances shall be as follows:

(a) The settlement shall take place at the end of each calendar year.

(b) Each administration shall prepare quarterly a statement of items received in a mutually acceptable form which indicates the number of items received in each dispatch based upon the air mail delivery bills. These forms shall be forwarded to the administration of origin within two months from the end of the quarter.

(c) After verifying the statement of items received, the origin administration shall advise the destination administration by correspondence of its acceptance. If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant air mail delivery bills and C-14 verification notes to the administration of origin. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) After each administration has accepted the statement of items received prepared by the other, the creditor administration shall prepare annually a detailed account and statement of charges in a mutually acceptable form which indicates the total number of items received and dispatched, the imbalance, the imbalance charge per item, and the total amount due.

(e) Accounts shall be closed within 6 months after the last day of the settlement period.

Article 114 Definitions

The definitions set forth in Article 2 of the Agreement shall be applicable to these Detailed Regulations.

Article 115 Period of Retention of Documents

1. Documents of the service shall be kept for a minimum period of three years from the day following the date to which they refer.

2. A document concerning a dispute or an inquiry shall be kept until the matter has been settled. If the inquiring administration, duly informed of the result of an inquiry, allows six months to elapse from the date of the communication without raising any objections, the matter shall be regarded as settled.

Article 116 Entry into Force and Duration

1. These Detailed Regulations shall enter into force on the same date as the International Express Mail Agreement to which they refer.

2. These Detailed Regulations shall have the same duration as the International Express Mail Agreement to which they refer.

MULTILATERAL

Collisions: Amendments to the International Regulations for Preventing Collisions at Sea, 1972

Adopted at London November 19, 1981, as rectified by the proces-verbaux of September 8, 1982 and March 17, 1983;
Entered into force June 1, 1983.

INTER-GOVERNMENTAL MARITIME
CONSULTATIVE ORGANIZATION

IMCO

RESOLUTION A.464(XII)
adopted on 19 November 1981

AMENDMENTS TO THE INTERNATIONAL REGULATIONS FOR PREVENTING COLLISIONS AT SEA, 1972 [1]

THE ASSEMBLY,

RECALLING Article VI of the Convention on the International Regulations for Preventing Collisions at Sea, 1972, on amendments to the Regulations,

RECALLING ALSO resolution A.431(XI) entitled "Recommendation concerning vessels restricted in their ability to manoeuvre when engaged in an operation for the maintenance of safety of navigation in a traffic separation scheme" including the decision to consider at its twelfth session the adoption of a corresponding amendment to Rule 10 of the International Regulations for Preventing Collisions at Sea, 1972,

HAVING CONSIDERED the above and other amendments to the International Regulations for Preventing Collisions at Sea, 1972, adopted by the Maritime Safety Committee at its forty-fourth session and communicated to all Contracting Parties in accordance with paragraph 2 of Article VI of that Convention and also the recommendations of the Maritime Safety Committee concerning entry into force of these amendments,

1 ADOPTS, in accordance with paragraph 3 of Article VI of the Convention, the amendments set out in the Annex to the present resolution;

2 DECIDES, in accordance with paragraph 4 of Article VI of the Convention, that each amendment shall enter into force on 1 June 1983 unless by 1 June 1982 more than one third of the Contracting Parties have notified their objection to the amendments;

3 REQUESTS the Secretary-General, in conformity with paragraph 3 of Article VI, to communicate this resolution to all Contracting Parties to the Convention for acceptance, together with copies to all Members of the Organization;

4 INVITES Contracting Parties to submit any objections to the amendments not later than 1 June 1982 whereafter the amendments will be deemed to enter into force as determined in this resolution.

[1] TIAS 8587; 28 UST 3459.

ANNEX

AMENDMENTS TO THE INTERNATIONAL REGULATIONS FOR PREVENTING COLLISIONS AT SEA, 1972

1 Rule 1(c)

Amend to read:

"(c) Nothing in these Rules shall interfere with the operation of any special rules made by the Government of any State with respect to additional station or signal lights, shapes or whistle signals for ships of war and vessels proceeding under convoy, or with respect to additional station or signal lights or shapes for fishing vessels engaged in fishing as a fleet. These additional station or signal lights, shapes or whistle signals shall, so far as possible, be such that they cannot be mistaken for any light, shape or signal authorized elsewhere under these Rules.".

2 Rule 3(g)

Replace the sentence immediately before sub-paragraphs (i) to (vi) by the following:

"The term 'vessels restricted in their ability to manoeuvre' shall include but not be limited to:".

3 Rule 3(g)(v)

Replace the word "minesweeping" by the word "mineclearance".

4 Rule 10(b)(iii)

Replace the words "when joining or leaving from the side" by the words "when joining or leaving from either side".

5 Rule 10(d)

Add the following sentence to the present text:

"However, vessels of less than 20 metres in length and sailing vessels may under all circumstances use inshore traffic zones."

6 Rule 10(e)

Amend to read:

"(e) A vessel other than a crossing vessel or a vessel joining or leaving a lane shall not normally enter ...".

7 Rule 10(k)

Add the following new paragraph:

"(k) A vessel restricted in her ability to manoeuvre when engaged in an operation for the maintenance of safety of navigation in a traffic separation scheme is exempted from complying with this Rule to the extent necessary to carry out the operation."

8 Rule 10(l)

Add the following new paragraph:

"(l) A vessel restricted in her ability to manoeuvre when engaged in an operation for the laying, servicing or picking up of a submarine cable, within a traffic separation scheme, is exempted from complying with this Rule to the extent necessary to carry out the operation."

9 Rule 13(a)

Amend to read:

"(a) Notwithstanding anything contained in the Rules of Part B, Sections I and II ..."

10 Rule 22(d)

Add a new paragraph:

"(d) In inconspicuous, partly submerged vessels or objects being towed:
- a white all-round light, 3 miles."

11 Rule 23(c)

Amend to read:

"(c)(i) A power-driven vessel of less than 12 metres in length may in lieu of the lights prescribed in paragraph (a) of this Rule exhibit an all-round white light and sidelights;

(ii) a power-driven vessel of less than 7 metres in length whose maximum speed does not exceed 7 knots may in lieu of the lights prescribed in paragraph (a) of this Rule exhibit an all-round white light and shall, if practicable, also exhibit sidelights;

(iii) the masthead light or all-round white light on a power-driven vessel of less than 12 metres in length may be displaced from the

fore and aft centreline of the vessel if centreline fitting is not practicable, provided that the sidelights are combined in one lantern which shall be carried on the fore and aft centreline of the vessel or located as nearly as practicable in the same fore and aft line as the masthead light or the all-round white light."

12 Rule 24(a)(i) and (c)(i)

Insert "or (a)(ii)" after "in Rule 23(a)(i)" and delete "forward".

13 Rule 24(d)

Replace the words "paragraphs (a) and (c)" in the first line by the words "paragraph (a) or (c)".

14 Rule 24(e)

Amend the lead-in sentence to read:

"A vessel or object being towed, other than those mentioned in paragraph (g) of this Rule, shall exhibit:"

15 Rule 24(g)

Insert the following new paragraph (g):

"(g) An inconspicuous, partly submerged vessel or object, or combination of such vessels or objects being towed, shall exhibit:

(i) if it is less than 25 metres in breadth, one all-round white light at or near the forward end and one at or near the after end except that dracones need not exhibit a light at or near the forward end;

(ii) if it is 25 metres or more in breadth, two additional all-round white lights at or near the extremities of its breadth;

(iii) if it exceeds 100 metres in length, additional all-round white lights between the lights prescribed in sub-paragraphs (i) and (ii) so that the distance between the lights shall not exceed 100 metres;

(iv) a diamond shape at or near the aftermost extremity of the last vessel or object being towed and if the length of the tow exceeds 200 metres an additional diamond shape where it can best be seen and located as far forward as is practicable."

16 Rule 24(h)

Reletter existing paragraph (g), which becomes paragraph (h), and amend it to read:

"(h) Where from any sufficient cause it is impracticable for a vessel or object being towed to exhibit the lights or shapes prescribed in paragraph (e) or (g) of this Rule, all possible measures shall be taken to light the vessel or object towed or at least to indicate the presence of such vessel or object."

17 Rule 24(i)

Add the following new paragraph:

"(i) Where from any sufficient cause it is impracticable for a vessel not normally engaged in towing operations to display the lights prescribed in paragraph (a) or (c) of this Rule, such vessel shall not be required to exhibit those lights when engaged in towing another vessel in distress or otherwise in need of assistance. All possible measures shall be taken to indicate the nature of the relationship between the towing vessel and the vessel being towed as authorized by Rule 36, in particular by illuminating the towline."

18 Rule 25(b)

Amend "12 metres" to read "20 metres".

19 Rule 27(b) (preamble)

Replace the word "minesweeping" by the word "mineclearance" in the first sentence.

20 Rule 27(b)(iii)

Replace the words "masthead lights" by the words "a masthead light or lights".

21 Rule 27(c)

Amend to read:

"A power-driven vessel engaged in a towing operation such as severely restricts the towing vessel and her tow in their ability to deviate from their course shall, in addition to the lights or shapes prescribed in Rule 24(a), exhibit the lights or shapes prescribed in sub-paragraphs (b)(i) and (ii) of this Rule."

22 Rule 27(d)

- Replace the words "paragraph (b)" by the words "sub-paragraphs (b)(i), (ii) and (iii)";
- delete existing sub-paragraph (iii);
- renumber existing sub-paragraph (iv) which becomes (iii) and amend it to read:

"(iii) when at anchor, the lights or shapes prescribed in this paragraph instead of the lights or shape prescribed in Rule 40."

23 Rule 27(e)

Amend to read:

"(e) Whenever the size of a vessel engaged in diving operations makes it impracticable to exhibit all lights and shapes prescribed in paragraph (d) of this Rule, the following shall be exhibited:

(i) three all-round lights in a vertical line where they can best be seen. The highest and lowest of these lights shall be red and the middle light shall be white;

(ii) a rigid replica of the International Code flag "A" not less than 1 metre in height. Measures shall be taken to ensure its all-round visibility."

24 Rule 27(f)

Amend to read:

"A vessel engaged in mineclearance operations shall in addition to the lights prescribed for a power-driven vessel in Rule 23 or to the lights or shape prescribed for a vessel at anchor in Rule 30 as appropriate, exhibit three all-round green lights or three balls. One of these lights or shapes shall be exhibited near the foremast head and one at each end of the fore yard. These lights or shapes indicate that it is dangerous for another vessel to approach within 1000 metres of the mineclearance vessel."

25 Rule 27(g)

Amend to read:

"(g) Vessels of less than 12 metres in length, except those engaged in diving operations, shall not be required to exhibit the lights and shapes prescribed in this Rule.

26 Rule 29(a)(iii)

Amend to read:

"(a)(iii) when at anchor, in addition to the lights prescribed in sub-paragraph (i), the light, lights or shape prescribed in Rule 30 for vessels at anchor."

27 Rule 30(e)

Delete "or aground" and amend "shapes prescribed in paragraphs (a), (b) or (d) of this Rule" to read:

"shape prescribed in paragraphs (a) and (b) of this Rule."

28 Rule 30(f)

Add the following new paragraph:

"(f) A vessel of less than 12 metres in length, when aground, shall not be required to exhibit the lights or shapes prescribed in sub-paragraphs (d)(i) and (ii) of this Rule."

29 Rule 33(a)

In the last line replace "required" by "prescribed".

30 Rule 34(b)(iii)

Add "to these Regulations" after the words "Annex I".

31 Rule 35(d)

Insert a new paragraph (d) and re-letter existing paragraphs (d) to (i) which become (e) to (j), as appropriate:

"(d) A vessel engaged in fishing, when at anchor, and a vessel restricted in her ability to manoeuvre when carrying out her work at anchor, shall instead of the signals prescribed in paragraph (g) of this Rule sound the signal prescribed in paragraph (c) of this Rule. In paragraph (g) and (i) (now re-lettered (h) and (j)), the cross-reference to paragraph '(f)' should be corrected to read paragraph '(g)'."

32 Rule 36

Add the following at the end of the present text:

"Any light to attract the attention of another vessel shall be such that it cannot be mistaken for any aid to navigation. For the purpose of this Rule the use of high intensity intermittent or revolving lights, such as strobe lights, shall be avoided."

33 Rule 37

Replace the word "prescribed" by "described".

34 Rule 38

Insert "to these Regulations" after the words "Annex I" in paragraphs (d)(i), (e), (f) and after the words "Annex III" in paragraph (g).

35 Rule 38(h)

Add the following new paragraph:

"(h) The repositioning of all-round lights resulting from the prescription of Section 9(b) of Annex I to these Regulations, permanent exemption."

36 Annex I, Section 1

Add the following sentence to the present text of the definition:

"This height shall be measured from the position vertically beneath the location of the light."

37 Annex I, Section 2(e)

Amend to read as follows:

"One of the two or three masthead lights prescribed for a power-driven vessel when engaged in towing or pushing another vessel shall be placed in the same position as either the forward masthead light or the after masthead light; provided that, if carried on the aftermast, the lowest after masthead light shall be at least 4.5 metres vertically higher than the forward masthead light."

38 Annex I, Section 2(f)

Amend to read:

"(f)(i) The masthead light or lights prescribed in Rule 23(a) shall be so placed as to be above and clear of all other lights and obstructions except as described in sub-paragraph (ii).

(ii) When it is impracticable to carry the all-round lights prescribed by Rule 27(b)(i) or Rule 28 below the masthead lights, they may be carried above the after masthead light(s) or vertically in between the forward masthead light(s) and after masthead light(s), provided that in the latter case the requirement of Section 3(c) of this Annex shall be complied with."

39 Annex I, Section 2(i)(i)

Replace all words of this sub-paragraph after the word "required" in the penultimate line by the following:

"be placed at a height of not less than 4 metres above the hull".

40 Annex I, Section 2(i)(ii)

Replace all words of this sub-paragraph after the word "required" in the penultimate line by the following:

"be placed at a height of not less than 2 metres above the hull".

41 Annex I, Section 2(j)

Delete "fishing" before "vessel".

42 Annex I, Section 2(k)

Insert "prescribed in Rule 30(a)(i)" between "light" and ", when two are carried".

Replace all words after "shall" in the second sentence by "be placed at a height of not less than 6 metres above the hull."

43 Annex I, Section 3(b)

In the first line replace "On a vessel" by "On a power-driven vessel".

44 Annex I, Section 3(c)

Add the following new paragraph:

"(c) When the lights prescribed in Rule 27(b)(i) or Rule 28 are placed vertically between the forward masthead light(s) and the after masthead light(s) these all-round lights shall be placed at a horizontal distance of not less than 2 metres from the fore and aft centreline of the vessel in the athwartship direction."

45 Annex I, Section 5

Insert in the first line after "The sidelights" the words "of vessels of 20 metres or more in length" and add the following sentence after the first sentence:

"On vessels of less than 20 metres in length the sidelights, if necessary to meet the requirements of Section 9 of this Annex, shall be fitted with inboard matt black screens."

46 Annex I, Section 8

Add the following sentence to the Note at the end of this section:

"This shall not be achieved by a variable control of the luminous intensity".

47 Annex I, Section 9(a)(i)

Replace "must" by "shall".

48 Annex I, Section 9(a)(ii), last line

Replace "limits" by "sectors".

49 Annex I, Section 9(b)

Insert "prescribed in Rule 30" between "lights" and ", which need not be ....".

50 Annex I, Section 10(a) and (b)

Insert "as fitted" after "electric lights" in the introductory sentences of Section 10(a) and (b).

51 Annex I, Section 13

Amend to read as follows:

"The construction of lights and shapes and the installation of lights on board the vessel shall be to the satisfaction of the appropriate authority of the State whose flag the vessel is entitled to fly."

52 Annex III, Section 1(d)

Replace "4dB below the sound pressure" by "4dB below the prescribed sound pressure" and replace "10dB below the sound pressure" by "10dB below the prescribed sound pressure".

53 Annex III, Section 2(a)

Replace the words "1 metre" by the words "a distance of 1 metre from it".

54 Annex III, Section 2(b)

Amend the second sentence to read:

"the diameter of the mouth of the bell shall be not less than 300 mm for vessels of 20 metres or more in length, and shall be not less than 200 mm for vessels of 12 metres or more but of less than 20 metres in length."

55 Annex III, Section 3

Replace "the State where the vessel is registered" by "the State whose flag the vessel is entitled to fly".

56 Rule 35(b) (French text)

Insert "à propulsion mécanique" between "navire" and "faisant route".

ORGANISATION INTERGOUVERNEMENTALE
CONSULTATIVE DE LA NAVIGATION
MARITIME

OMCI

RESOLUTION A.464(XII)
adoptée le 19 novembre 1981

AMENDEMENTS AU REGLEMENT INTERNATIONAL DE 1972
POUR PREVENIR LES ABORDAGES EN MER

L'ASSEMBLEE,

RAPPELANT les dispositions de l'article VI de la Convention sur le Règlement international de 1972 pour prévenir les abordages en mer qui ont trait aux amendements à ce règlement,

RAPPELANT EGALEMENT la résolution A.431(XI), intitulée "Recommandation sur les navires à capacité de manoeuvre restreinte effectuant une opération destinée au maintien de la sécurité de la navigation dans un dispositif de séparation du trafic", y compris la décision d'examiner, à sa douzième session, la question de l'adoption d'un amendement correspondant à la règle 10 du Règlement international de 1972 pour prévenir les abordages en mer,

AYANT EXAMINE ce qui précède et d'autres amendements au Règlement international de 1972 pour révenir les abordages en mer que le Comité de la sécurité maritime a adoptés lors de sa quarante-quatrième session et qui ont été communiqués à toutes les Parties contractantes conformément aux dispositions du paragraphe 2 de l'article VI de ladite convention, ainsi que les recommandations faites par le Comité de la sécurité maritime concernant l'entrée en vigueur de ces amendements,

1 ADOPTE, conformément au paragraphe 3 de l'article VI de la Convention, les amendements figurant à l'annexe de la présente résolution;

2 DECIDE, conformément au paragraphe 4 de l'article VI de la Convention, que chaque amendement entrera en vigueur le 1er juin 1983, à moins que, d'ici au 1er juin 1982, plus d'un tiers des Parties contractantes n'aient notifié leur objection aux amendements;

3 PRIE le Secrétaire général, conformément au paragraphe 3 de l'article VI, de communiquer la présente résolution à toutes les Parties à la Convention, pour approbation, ainsi que des copies à tous les Membres de l'Organisation;

4 INVITE les Parties contractantes à soumettre leurs objections aux amendements au plus tard le 1er juin 1982, date après laquelle les amendements seront considérés comme étant entrés en vigueur conformément aux dispositions de la présente résolution.

ANNEXE

AMENDEMENTS AU REGLEMENT INTERNATIONAL DE 1972
POUR PREVENIR LES ABORDAGES EN MER

1 Règle 1, paragraphe o)

Modifier ce paragraphe comme suit :

"o) Aucune disposition des présentes Règles ne saurait entraver l'application des prescriptions spéciales édictées par le gouvernement d'un Etat en vue d'augmenter le nombre des feux de position, signaux lumineux, marques ou signaux au sifflet à utiliser par les bâtiments de guerre et les navires en convoi, ou en vue d'augmenter le nombre des feux de position, signaux lumineux ou marques à utiliser par les navires en train de pêcher et constituant une flotille de pêche. Ces feux de position, signaux lumineux, marques ou signaux au sifflet supplémentaires doivent, dans toute la mesure du possible, être tels qu'il soit impossible de les confondre avec tous autres feux, marques ou signaux autorisés par ailleurs dans les présentes Règles."

2 Règle 3, paragraphe g)

Remplacer la phrase qui précède immédiatement les alinéas i) à vi) par ce qui suit :

"Les 'navires à capacité de manoeuvre restreinte' comprennent, sans que cette liste soit limitative :".

3 Règle 3, paragraphe g), alinéa v)

Remplacer les mots "dragage de mines" par le mot "déminage".

4 Règle 10, paragraphe b), alinéa iii)

Dans le texte anglais, remplacer le membre de phrase "when joining or leaving from the side" par "when joining or leaving from either side".

5 Règle 10, paragraphe d)

Ajouter au texte actuel la phrase ci-après :

"Toutefois, les navires de longueur inférieure à 20 mètres et les navires à voile peuvent, dans toutes les circonstances, utiliser les zones de navigation côtière.".

6 Règle 10, paragraphe e)

Modifier ce paragraphe comme suit :

"e) Un navire autre qu'un navire qui coupe un dispositif ou qu'un navire qui s'engage dans une voie de circulation ou qui en sort ne doit normalement pas pénétrer ...".

7 Règle 10, paragraphe k)

Ajouter un nouveau paragraphe libellé comme suit :

"k) Un navire qui a une capacité de manoeuvre restreinte lorsqu'il effectue une opération destinée au maintien de la sécurité de la navigation dans un dispositif de séparation du trafic est dispensé de satisfaire à la présente règle dans la mesure nécessaire pour effectuer l'opération."

8 Règle 10, paragraphe l)

Ajouter un nouveau paragraphe libellé comme suit :

"l) Un navire qui a une capacité de manoeuvre restreinte lorsqu'il effectue une opération en vue de poser, de réparer ou de relever un câble sous-marin à l'intérieur d'un dispositif de séparation du trafic, est dispensé de satisfaire à la présente règle dans la mesure nécessaire pour effectuer l'opération.".

9 Règle 13, paragraphe a)

Modifier ce paragraphe comme suit :

"a) Nonobstant toute disposition des règles des sections I et II de la partie B....".

10 Règle 22, paragraphe d)

Ajouter un nouveau paragraphe libellé comme suit :

"d) pour les navires ou objets remorqués qui sont partiellement submergés et difficiles à apercevoir : - feu blanc visible sur tout l'horizon : 3 milles.".

11 Règle 23, paragraphe c)

Modifier ce paragraphe comme suit :

"c) i) Un navire à propulsion mécanique de longueur inférieure à 12 mètres peut, au lieu des feux prescrits au paragraphe a) de la présente règle, montrer un feu blanc visible sur tout l'horizon et des feux de côté;

ii) un navire à propulsion mécanique de longueur inférieure à 7 mètres et dont la vitesse maximale ne dépasse pas 7 noeuds peut, au lieu des feux prescrits au paragraphe a) de la présente règle, montrer un feu blanc visible sur tout l'horizon; il doit, si possible, montrer en outre des feux de côté;

iii) le feu de tête de mât ou le feu blanc visible sur tout l'horizon à bord d'un navire à propulsion mécanique de longueur inférieure à 12 mètres peut ne pas se trouver dans l'axe longitudinal du navire s'il n'est pas possible de l'installer sur cet axe à condition que les feux de côté soient combinés en un seul fanal qui soit disposé dans l'axe longitudinal du navire ou situé aussi près que possible de l'axe longitudinal sur lequel se trouve le feu de tête de mât ou le feu blanc visible sur tout l'horizon.".

12 Règle 24, paragraphe a), alinéa i) et paragraphe c), alinéa i)

Insérer les mots "ou par la règle 23 a) ii)" après les mots "par la règle 23 a) i)" et supprimer les mots "à l'avant,".

13 Règle 24, paragraphe d)

A la deuxième ligne, remplacer "et" par "ou".

14 Règle 24, paragraphe e)

Modifier la première phrase comme suit :

"Un navire ou objet remorqué autre que ceux mentionnés au paragraphe g) de la présente règle doit montrer :".

15 Règle 24, paragraphe g)

Insérer un nouveau paragraphe g) libellé comme suit :

"g) Un navire ou objet remorqué qui est partiellement submergé et difficile à apercevoir, ou un ensemble de ces navires ou objets remorqués, doit montrer :

i) lorsque sa largeur est inférieure à 25 mètres, un feu blanc visible sur tout l'horizon à l'extrémité avant ou à proximité de celle-ci et un autre à l'extrémité arrière ou à proximité de celle-ci, exception faite des dracones, qui ne sont pas tenues de montrer un feu à leur extrémité avant ou à proximité de celle-ci;

ii) lorsque sa largeur est égale ou supérieure à 25 mètres, deux feux blancs supplémentaires visibles sur tout l'horizon aux extrémités de sa largeur ou à proximité de celles-ci;

iii) lorsque sa longueur est supérieure à 100 mètres, des feux blancs visibles sur tout l'horizon supplémentaires entre les feux prescrits aux alinéas i) et ii) de telle sorte que la distance entre les feux ne soit pas supérieure à 100 mètres;

iv) une marque biconique à l'extrémité arrière ou près de l'extrémité arrière du dernier navire ou objet remorqué et, lorsque la longueur du train de remorque est supérieure à 200 mètres, une marque biconique supplémentaire à l'endroit le plus visible et le plus à l'avant possible.".

16 Règle 24, paragraphe h)

Désigner par la lettre h) le paragraphe g) actuel et modifier celui-ci comme suit :

"h) Si, pour une raison suffisante, le navire ou l'objet remorqué est dans l'impossibilité de montrer les feux ou les marques prescrits aux paragraphes e) ou g) de la présente règle, toutes les mesures possibles sont prises pour éclairer le navire ou l'objet remorqué ou tout au moins pour indiquer la présence d'un tel navire ou objet.".

17 Règle 24, paragraphe i)

Ajouter un nouveau paragraphe libellé comme suit :

"i) Si, pour une raison suffisante, un navire qui n'effectue pas ordinairement des opérations de remorquage est dans l'impossibilité de montrer les feux prescrits aux paragraphes a) ou c) de la présente règle, ce navire n'est pas tenu de montrer ces feux lorsqu'il procède au remorquage d'un autre navire en détresse ou ayant besoin d'une assistance pour d'autres raisons. Toutes les mesures possibles doivent être prises pour indiquer de la manière autorisée par la règle 36, notamment en éclairant le câble de remorquage, le rapport entre le navire remorqueur et le navire remorqué.".

18 Règle 25, paragraphe b)

Remplacer "12 mètres" par "20 mètres".

19 Règle 27, paragraphe b), préambule

A la deuxième ligne, remplacer les mots "dragage de mines" par le mot "déminage".

20 Règle 27, paragraphe b), alinéa iii)

Insérer les mots "un feu ou" avant les mots "des feux de tête de mât".

21 Règle 27, paragraphe c)

Modifier ce paragraphe comme suit :

"Un navire à propulsion mécanique en train d'effectuer une opération de remorquage qui permet difficilement au navire remorqueur et à sa remorque de modifier leur route doit, outre les feux ou marques prescrits par la règle 24 a), montrer les feux ou marques prescrits aux paragraphes b) i) et b) ii) de la présente règle.".

22 Règle 27, paragraphe d)

- Remplacer les mots "au paragraphe b)" par les mots "aux alinéas i), ii) et iii) du paragraphe b)".
- Supprimer l'alinéa iii) actuel.
- Renuméroter l'alinéa iv) actuel qui devient l'alinéa iii) et modifier son libellé comme suit :

  "iii) lorsqu'il est au mouillage, au lieu des feux ou de la marque prescrits par la règle 30, les feux ou marques prescrits dans le présent paragraphe.".

23 Règle 27, paragraphe e)

Modifier ce paragraphe comme suit :

"e) Un navire participant à des opérations de plongée qui ne peut, en raison de ses dimensions, montrer tous les feux et marques prescrits au paragraphe d) de la présente règle, doit montrer :

i) à l'endroit le plus visible, trois feux superposés, visibles sur tout l'horizon, les feux supérieur et inférieur étant rouges et le feu du milieu blanc;

ii) une reproduction rigide, d'au moins un mètre de hauteur, du pavillon 'A' du Code international de signaux. Il doit prendre des mesures pour que cette reproduction soit visible sur tout l'horizon.".

24 Règle 27, paragraphe f)

Modifier ce paragraphe comme suit :

"Un navire effectuant des opérations de déminage doit montrer, outre les feux prescrits pour les navires à propulsion mécanique par la règle 23 ou les feux ou la marque prescrits pour les navires au mouillage par la règle 30, selon le cas, trois feux verts visibles sur tout l'horizon ou trois boules. Il doit montrer un de ces feux ou marques à proximité de la tête du mât de misaine et un de ces feux ou marques à chaque extrémité de la vergue de misaine. Ces feux ou marques indiquent qu'il est dangereux pour un autre navire de s'approcher à moins de 1 000 mètres du navire qui effectue le déminage.".

25 Règle 27, paragraphe g)

Modifier ce paragraphe comme suit :

"g) Les navires de longueur inférieure à 12 mètres, à l'exception des navires participant à des opérations de plongée, ne sont pas tenus de montrer les feux et marques prescrits par la présente règle.".

26 Règle 29, paragraphe a), alinéa iii)

Modifier cet alinéa comme suit :

"iii) au mouillage, outre les feux prescrits à l'alinéa i), le feu, les feux ou la marque prescrits par la règle 30 pour les navires au mouillage.".

27 Règle 30, paragraphe e)

Supprimer les mots "ou échoués" et remplacer les termes "les feux ou marques prescrits aux paragraphes a), b) ou d) de la présente règle" par "les feux ou la marque prescrits aux paragraphes a) et b) de la présente règle".

28 Règle 30, paragraphe f)

Ajouter à cette règle un nouveau paragraphe libellé comme suit :

"f) Les navires de longueur inférieure à 12 mètres, lorsqu'ils sont échoués, ne sont pas tenus de montrer les feux ou marques prescrits aux alinéas i) et ii) du paragraphe d) de la présente règle.".

29 Règle 33, paragraphe a)

A la dernière ligne du texte anglais, remplacer le mot "required" par le mot "prescribed".

30 Règle 34, paragraphe b), alinéa iii)

Ajouter les mots "du présent Règlement" après les mots "l'Annexe I".

31 Règle 35, paragraphe d)

Insérer un nouveau paragraphe d) et changer la numérotation des paragraphes suivants en conséquence :

"d) Un navire en train de pêcher, lorsqu'il est au mouillage, et un navire à capacité de manoeuvre restreinte qui procède à ses travaux au mouillage doivent émettre, au lieu des signaux prescrits au paragraphe g) de la présente règle, le signal prescrit au paragraphe c) de la présente règle. Dans les paragraphes g) et i) (devenus maintenant h) et j)), le renvoi au paragraphe 'f)' devrait être supprimé et remplacé par un renvoi au paragraphe 'g)'".

32 Règle 36

Ajouter au texte actuel la phrase ci-après :

"Tout feu destiné à attirer l'attention d'un autre navire ne doit pas pouvoir être confondu avec une aide à la navigation. Aux fins de la présente règle, l'emploi de feux intermittents ou tournants à haute intensité, tels que les phares gyroscopiques, doit être évité."

33 Règle 37

Remplacer le mot "prescrits" par le mot "décrits".

34 Règle 38

Insérer les termes "du présent Règlement" après les mots "l'Annexe I" à l'alinéa i) du paragraphe d) et aux paragraphes e) et f) ainsi qu'après les mots "l'Annexe III" au paragraphe g).

35 Règle 38, paragraphe h)

Ajouter un nouveau paragraphe libellé comme suit :

"h) Changement de l'emplacement des feux visibles sur tout l'horizon résultant des prescriptions de la section 9 b) de l'Annexe I du présent Règlement : exemption permanente.".

36 Annexe I, section 1

Ajouter au texte actuel de la définition la phrase ci-après :

"Cette hauteur doit être mesurée à partir de l'endroit situé sous le feu à la verticale de celui-ci.".

37 Annexe I, section 2, paragraphe e)

Modifier le texte comme suit :

"L'un des deux ou trois feux de tête de mât prescrits pour un navire à propulsion mécanique qui remorque ou pousse un autre navire doit se trouver au même emplacement que le feu de tête de mât avant ou arrière, étant entendu que, si le feu inférieur de tête de mât arrière se trouve sur le mât arrière, il doit se trouver au moins 4,5 mètres plus haut que le feu de tête de mât avant."

38 Annexe I, section 2, paragraphe f)

Modifier ce paragraphe comme suit :

"f) i) Le feu ou les feux de tête de mât prescrits par la règle 23 a) doivent être placés au-dessus et à bonne distance des autres feux et obstructions, à l'exception de ceux qui sont décrits à l'alinéa ii).

ii) Lorsqu'il n'est pas possible de placer au-dessous des feux de tête de mât les feux visibles sur tout l'horizon prescrits par la règle 27 b) i) ou par la règle 28, ces feux peuvent être placés au-dessus du feu ou des feux de tête de mât arrière ou, sur un plan vertical, entre le feu ou les feux de tête de mât avant et le feu ou les feux de tête de mât arrière à condition que, dans ce dernier cas, il soit satisfait aux prescriptions du paragraphe c) de la section 3 de la présente Annexe.".

39 Annexe I, section 2, paragraphe i), alinéa i)

Remplacer les mots "ne doit pas être à une hauteur de moins de 4 mètres au-dessus du plat-bord" par les mots "doit se trouver à une hauteur de 4 mètres au moins au-dessus du plat-bord".

40 Annexe I, section 2, paragraphe i), alinéa ii)

Remplacer les mots "ne doit pas être à une hauteur de moins de 2 mètres au-dessus du plat-bord" par les mots "doit se trouver à une hauteur de 2 mètres au moins au-dessus du plat-bord".

41 Annexe I, section 2, paragraphe j)

Supprimer les mots "de pêche" après les mots "les navires".

42 Annexe I, section 2, paragraphe k)

Insérer les termes "prescrit par la règle 30 a) i)" après les mots "le feu de mouillage avant".

Dans la deuxième phrase, remplacer le membre de phrase "ne doit pas se trouver à moins de six mètres au-dessus du plat-bord" par "doit se trouver à une hauteur de 6 mètres au moins au-dessus du plat-bord".

43 Annexe I, section 3, paragraphe b)

A la première ligne, remplacer les mots "A bord d'un navire" par les mots "A bord d'un navire à propulsion mécanique".

44 Annexe I, section 3, paragraphe c)

Insérer le nouveau paragraphe ci-après :

"c) Lorsque les feux prescrits par la règle 27 b) i) ou par la règle 28 sont placés, sur un plan vertical, entre le feu ou les feux de tête de mât avant et le feu ou les feux de tête de mât arrière, ces feux visibles sur tout l'horizon doivent se trouver à une distance horizontale de 2 mètres au moins de l'axe longitudinal du navire dans le sens transversal.".

45 Annexe I, section 5

A la première ligne, insérer après les mots "les feux de côté" les mots "des navires de longueur égale ou supérieure à 20 mètres"; à la fin de la première phrase, insérer la phrase suivante :

"A bord des navires de longueur inférieure à 20 mètres, les feux de côté, s'ils sont nécessaires pour satisfaire aux prescriptions de la section 9 de la présente Annexe, doivent être munis, du côté du navire, d'écrans de couleur noire mate.".

46 Annexe I, section 8

Ajouter à la note figurant à la fin de cette section la phrase ci-après :

"Cette limitation de l'intensité lumineuse ne doit pas être obtenue au moyen d'une commande variable.".

47 Annexe I, section 9, paragraphe a), alinéa i)

Dans le texte anglais, remplacer le mot "must" par le mot "shall".

48 Annexe I, section 9, paragraphe a), alinéa ii)

A la dernière ligne du texte anglais, remplacer le mot "limits" par le mot "sectors".

49 Annexe I, section 9, paragraphe b)

Insérer les mots "prescrits à la règle 30" après les mots "à l'exception des feux de mouillage".

50 Annexe I, section 10, paragraphes a) et b)

A la première phrase des paragraphes a) et b) de la section 10, insérer les mots "une fois installés" après les mots "feux électriques".

51 Annexe I, section 13

Modifier le texte comme suit :

"La construction des feux et des marques et l'installation des feux à bord doivent être jugées satisfaisantes par l'autorité compétente de l'Etat dont le navire est autorisé à battre le pavillon.".

52 Annexe III, section 1, paragraphe d)

Remplacer l'expression "4 dB au niveau de pression acoustique" par "4 dB au niveau de pression acoustique prescrit" et remplacer l'expression "10 dB au niveau de la pression acoustique" par "10 dB au niveau de la pression acoustique prescrit".

53 Annexe III, section 2, paragraphe a)

Remplacer les mots "à un mètre" par les mots "à une distance de un mètre de ce matériel".

54 Annexe III, section 2, paragraphe b)

Modifier la deuxième phrase comme suit :

"Le diamètre de l'ouverture de la cloche ne doit pas être inférieur à 300 millimètres sur les navires de longueur égale ou supérieure à 20 mètres et à 200 millimètres sur les navires de longueur égale ou supérieure à 12 mètres mais inférieure à 20 mètres.".

55 Annexe III, section 3

Remplacer les termes "de l'Etat où est immatriculé le navire" par les mots "de l'Etat dont le navire est autorisé à battre le pavillon".

56 Règle 35, paragraphe b)

Dans le texte français seulement, insérer les mots "à propulsion mécanique" entre les mots "un navire" et "faisant route".

CERTIFIED TRUE COPY, in English and French, of the text of resolution A.464(XII), adopted by the Assembly of the Inter-Governmental Maritime Consultative Organization on 19 November 1981, with the Annex thereto comprising fifty-six amendments to the Convention on the International Regulations for Preventing Collisions at Sea, 1972, adopted in conformity with Article VI of the Convention, the original text of the resolution and Annex being deposited with the Inter-Governmental Maritime Consultative Organization.

COPIE CERTIFIEE CONFORME, en anglais et en français, du texte de la résolution A.464(XII) adoptée par l'Assemblée de l'Organisation intergouvernementale consultative de la navigation maritime le 19 novembre 1981 et de l'annexe à cette résolution qui comprend cinquante-six amendements à la Convention sur le Règlement international de 1972 pour prévenir les abordages en mer adoptés conformément aux dispositions de l'article VI de la Convention, le texte original de la résolution et de son annexe étant déposé auprès de l'Organisation intergouvernementale consultative de la navigation maritime.

For the Secretary-General of the Inter-Governmental Maritime Consultative Organization

Pour le Secrétaire général de l'Organisation intergouvernementale consultative de la navigation maritime

London,
Londres, le 5 · I · 82

MULTILATERAL

General Agreement on Tariffs and Trade: Trade in Civil Aircraft

First certification of modifications and rectifications to the annex to the agreement of April 12, 1979.
Done at Geneva January 17, 1983;
Entered into force January 17, 1983.

GENERAL AGREEMENT ON TARIFFS AND TRADE

ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

AGREEMENT ON TRADE IN CIVIL AIRCRAFT,
DONE AT GENEVA ON 12 APRIL 1979

FIRST CERTIFICATION OF MODIFICATIONS AND RECTIFICATIONS
TO THE ANNEX TO THE AGREEMENT

ACCORD RELATIF AU COMMERCE DES AERONEFS CIVILS
FAIT A GENEVE LE 12 AVRIL 1979

PREMIERE CERTIFICATION DE MODIFICATIONS ET DE RECTIFICATIONS
APPORTEES A L'ANNEXE A L'ACCORD

17 January 1983
Geneva

TIAS 10673

AGREEMENT ON TRADE IN CIVIL AIRCRAFT,
DONE AT GENEVA ON 12 APRIL 1979 *

FIRST CERTIFICATION OF MODIFICATIONS AND RECTIFICATIONS
TO THE ANNEX TO THE AGREEMENT

WHEREAS the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade ** adopted, on 26 March 1980, a Decision on Procedures for Modification and Rectification of Schedules of Tariff Concessions[1];

WHEREAS the Signatories to the Agreement on Trade in Civil Aircraft decided, on 17 December 1980, to apply these Procedures, mutatis mutandis, in respect of the Annex to the Agreement[2];

WHEREAS in accordance with the provisions of the above-mentioned Decisions a draft containing rectifications to the Annex has been communicated to all the Signatories and contracting parties with document AIR/39 of 15 October 1982, and no objection has been raised by any Signatory within the prescribed time-limit;

IT IS HEREBY CERTIFIED that the attached "List of Items from the Tariff Schedules of the United States" is established in conformity with paragraph 3 of the Decision of 26 March 1980, and constitutes the consolidated authentic text of that part of the Annex to the Agreement on Trade in Civil Aircraft;

This certification is deposited with the Director-General to the CONTRACTING PARTIES, who shall promptly furnish a certified true copy to each Signatory to the Agreement on Trade in Civil Aircraft and to each contracting party to the General Agreement. It shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations. ***

Done at Geneva this seventeenth day of January one thousand nine hundred and eighty three in a single copy in the English and French languages, both texts being authentic except as otherwise specified with respect to the List of Items from the Tariff Schedules of the United States.

[1] BISD 27S/25
[2] AIR/M/3, page 9

* TIAS 9620; 31 UST 619.
** Done Oct. 30, 1947. TIAS 1700; 61 Stat., pts. 5 and 6; 4 Bevans 639.
*** Signed June 26, 1945. TS 993; 59 Stat. 1053; 3 Bevans 1176.
[Footnotes added by the Department of State.]

ACCORD RELATIF AU COMMERCE DES AERONEFS CIVILS
FAIT A GENEVE LE 12 AVRIL 1979

PREMIERE CERTIFICATION DE MODIFICATIONS ET DE RECTIFICATIONS
APPORTEES A L'ANNEXE A L'ACCORD

CONSIDERANT que les PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce ont adopté, le 26 mars 1980, une Décision concernant les procédures de modification et de rectification des listes de concessions tarifaires[1];

CONSIDERANT que les Signataires de l'Accord relatif au commerce des aéronefs civils ont décidé, le 17 décembre 1980, d'appliquer ces procédures mutatis mutandis en ce qui concerne l'annexe de l'Accord relatif au commerce des aéronefs civils[2];

CONSIDERANT que conformément aux dispositions des décisions susmentionnées, un projet de rectifications à apporter à l'annexe a été communiqué à tous les Signataires et parties contractantes sous le couvert du document AIR/39 du 15 octobre 1982, et qu'aucun Signataire n'y a fait objection dans le délai prescrit;

IL EST CERTIFIE PAR LA PRESENTE que la "Liste de positions du tarif des Etats-Unis" ci-jointe est établie en conformité du paragraphe 3 de la Décision du 26 mars 1980, et constitue le texte authentique codifié de cette partie de l'annexe à l'Accord relatif au commerce des aéronefs civils;

La présente certification est déposée auprès du Directeur général des PARTIES CONTRACTANTES, qui en remettra dans les moindres délais une copie certifiée conforme à chaque Signataire de l'Accord relatif au commerce des aéronefs civils et à chaque partie contractante à l'Accord général. Elle sera enregistrée conformément aux dispositions de l'article 102 de la Charte des Nations Unies.

Fait à Genève le dix-sept janvier mil neuf cent quatre-vingt-trois en un seul exemplaire, en langues française et anglaise, les deux textes faisant foi, sauf indication contraire concernant la liste de positions du tarif des Etats-Unis.

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[1] IBDD, Suppl. No 27, p.26
[2] AIR/M/3, p.11

TIAS 10673

78-500 O—92——20

ANNEX

LIST OF ITEMS FROM THE TARIFF SCHEDULES
OF THE UNITED STATES

The following list is authentic only in the English language.

TSUS	Description
518.52	Articles NSPF, of asbestos, if certified for use in civil aircraft.
544.43	Windshields, if certified for use in civil aircraft.
642.22	Strands, ropes, cables and cordage; all the foregoing, of wire, fitted with fittings, or made up into articles, if certified for use in civil aircraft.
647.04	Hinges and fittings and mountings, NSPF, not coated or plated with precious metal; all the foregoing of iron or steel, or aluminum, or zinc, if certified for use in civil aircraft.
647.07	Hinges and fittings and mountings, NSPF, not coated or plated with precious metal, of base metal other than iron, steel, aluminum or zinc, if certified for use in civil aircraft.
652.11	Flexible metal hose or tubing, with fittings, if certified for use in civil aircraft.
653.41	Illuminating articles and parts thereof, of base metal, if certified for use in civil aircraft.
653.98	Toilet and sanitary ware, if certified for use in civil aircraft.
660.58	Internal-combustion engines, piston-type, other than compression-ignition engines, if certified for use in civil aircraft.
660.61	Non-piston type internal combustion engines, if certified for use in civil aircraft.
660.69	Parts of piston-type engines other than compression-ignition engines, if certified for use in civil aircraft.
660.73	Parts of non-piston type engines or compression-ignition, piston-type engines, if certified for use in civil aircraft.
660.87	Non-electric engines and motors, NSPF, if certified for use in civil aircraft.
660.99	Pumps for liquids operated by any kind of power unit, if certified for use in civil aircraft.

661.08 Fans and blowers, if certified for use in civil aircraft.

661.14 Compressors, if certified for use in civil aircraft.

661.17 Air pumps and vacuum pumps, if certified for use in civil aircraft.

661.22 Air-conditioning machines, if certified for use in civil aircraft.

661.37 Refrigerators and refrigerating equipment, if certified for use in civil aircraft.

661.91 Centrifuges, if certified for use in civil aircraft.

661.97 Filtering and purifying machinery and apparatus, for liquids or gases, if certified for use in civil aircraft.

662.52 Fire extinguishers, if certified for use in civil aircraft.

664.12 Elevators, hoists, winches, cranes, jacks, pulley tackle, belt conveyors, and other lifting, handling, loading or unloading machinery and conveyors; all the foregoing, if certified for use in civil aircraft.

676.16 Accounting, computing and other data processing machines, if certified for use in civil aircraft.

676.31 Office machines, NSPF, if certified for use in civil aircraft.

678.48 Flight simulating machines and parts thereof.

680.61 Gear boxes and other speed changers, other than those provided for in items 680.43 and 680.44, if certified for use in civil aircraft.

681.01 Pulleys, shaft couplings, and parts of the foregoing which are specially designed for installation in civil aircraft; all the foregoing, if certified for use in civil aircraft.

681.18 Torque converters; and parts thereof which are specially designed for installation in civil aircraft; all the foregoing, if certified for use in civil aircraft.

681.24 Chain sprockets, clutches and universal joints, if certified for use in civil aircraft.

682.08 Electrical transformers rated at 1 kVA or more, if certified for use in civil aircraft.

682.42 Electrical motors of 1 horsepower or more, but not over 20 horsepower, if certified for use in civil aircraft.

682.46 Electrical motors of over 20 but under 200 horsepower, if certified for use in civil aircraft.

682.61 Generators, motor-generators, converters (rotary or static), rectifiers and rectifying apparatus and inductors; all the foregoing which are electrical goods, if certified for use in civil aircraft.

683.62 Ignition magnetos, magneto-generators, ignition coils, starter motors, spark plugs, glow plugs, and other electrical starting and ignition equipment for internal combustion engines, generators and cut-outs for use in conjunction therewith; all the foregoing, if certified for use in civil aircraft.

684.26 Microwave ovens, if certified for use in civil aircraft.

684.31 Cooking stoves and ranges, if certified for use in civil aircraft.

684.42 Furnaces, heaters and ovens, if certified for use in civil aircraft.

684.51 Food warming devices, if certified for use in civil aircraft.

684.72 Microphones, loudspeakers, headphones, audio-frequency electric amplifiers, electric sound amplifier sets comprised of the foregoing components; all the foregoing, if certified for use in civil aircraft.

685.25 Solid state radio receivers, if certified for use in civil aircraft.

685.31 Other radiotelegraphic and radiotelephonic transmission and reception apparatus, if certified for use in civil aircraft.

685.41 Tape recorders and dictation recording and transcribing machines; assemblies and aubassemblies of such machines, consisting of two or more parts or pieces fastened or joined together, specially designed for installation in civil aircraft; all the foregoing if certified for use in civil aircraft.

685.61 Radio navigational aid apparatus, radar apparatus, and radio remote control apparatus; assemblies and subassemblies of such apparatus, consisting of two or more parts of pieces fastened or joined together, specially designed for installation in civil aircraft; all the foregoing, if certified for use in civil aircraft.

685.72 Bells, sirens, indicator panels, burglar and fire alarms, and other sound or visual signalling apparatus; all the foregoing which are electrical, if certified for use in civil aircraft.

686.21 Automatic voltage and voltage-current regulators designed for use in a 6-volt, 12-volt or 24-volt system; if certified for use in civil aircraft.

686.25 Automatic voltage and voltage current regulators other than those designed for use in a 6-volt, 12-volt or 24-volt system, if certified for use in civil aircraft.

686.62 Sealed-beam lamps, if certified for use in civil aircraft.

688.14 Ignition wiring sets, if certified for use in civil aircraft.

688.47 Electrical synchros and transducers, if certified for use in civil aircraft.

694.16 Civil balloons and airships.

694.21 Civil gliders.

694.41 Civil airplanes (including helicopters).

694.62 Other parts of civil aircraft, if certified for use in civil aircraft.

709.46 Gas masks and similar respirators, if certified for use in civil aircraft.

710.09 Optical instruments other than photogrammetrical instruments and rangefinders, if certified for use in civil aircraft.

710.15 Gyroscopic compasses and parts thereof, if certified for use in civil aircraft.

710.17 Other compasses, if certified for use in civil aircraft.

710.31 Automatic pilots and parts thereof, if certified for use in civil aircraft.

710.47 Other navigational instruments and parts thereof, if certified for use in civil aircraft.

711.33 Liquid-filling thermometers other than clinical thermometers, if certified for use in civil aircraft.

711.39 Other thermometers, if certified for use in civil aircraft.

711.76 Flow meters, heat meters incorporating liquid supply meters, and anemometers; all the foregoing, if certified for use in civil aircraft.

711.81 Pressure gauges, thermostats and other instruments and apparatus for measuring, checking, or automatically controlling the flow, depth, pressure, or other variables of liquids or gases, or for automatically controlling temperature; all the foregoing, if certified for use in civil aircraft.

712.00 Speedometers and tachometers, if certified for use in civil aircraft.

712.06 Electrical optical measuring, checking, analyzing or automatically-controlling instruments or apparatus, if certified for use in civil aircraft.

712.48 Electrical automatic flight control instruments and apparatus, and parts thereof; all the foregoing, if certified for use in civil aircraft.

712.52 Other electrical measuring, checking, analyzing or automatically-controlling instruments and apparatus, if certified for use in civil aircraft.

715.16 Clocks with watch movements or with clock movements measuring less than 1.77 inches in width, if certified for use in civil aircraft.

720.09 Clock movements, assembled, without dials or hands, or with dials or hands whether or not assembled thereon, constructed or designed to operate for over 47 hours without rewinding, having over one jewel, if certified for use in civil aircraft.

727.49 Furniture of reinforced or laminated plastics, if certified for use in civil aircraft.

725.51 Furniture of other rubber or plastics, if certified for use in civil aircraft.

727.56 Furniture, of materials other than unspun fibrous vegetable materials, wood, textile materials (except cotton), rubber or plastics, copper, or leather, if certified for use in civil aircraft.

772.46 Pneumatic tires, of rubber or plastics, if certified for use in civil aircraft.

772.67 Hose, pipe and tubing; all the foregoing NSPF, of rubber or plastics, suitable for conducting gases or liquids, with attached fittings, if certified for use in civil aircraft.

I hereby certify that the foregoing text is a true copy of the First Certification of Modifications and Rectifications to the Annex to the Agreement on Trade in Civil Aircraft, done at Geneva on 17 January 1983, the original of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme de la première Certification de Modifications et de Rectifications apportées à l'Annexe à l'Accord relatif au Commerce des Aéronefs Civils, établie à Genève le 17 janvier 1983, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

A. DUNKEL

Director-General
Geneva

Directeur général
Genève

ECUADOR

Oceanography: Scientific and Technical Research

Agreement effected by exchange of notes
Signed at Quito March 17, 1983;
Entered into force March 17, 1983.

The American Ambassador to the Ecuadorean Acting Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

Quito, March 17, 1983

No. 7

Excellency:

I have the honor to refer to conversations between the Naval Oceanographic Institute of Ecuador (INOCAR) and the Atlantic Oceanographic and Meteorological Laboratories of the National Oceanic and Atmospheric Administration (AOML/NOAA) of the United States of America regarding the development of a joint project permitting the collection, from vessels of opportunity, of oceanographic and atmospheric data between Guayaquil and the Galapagos Islands.

At the request of my government, permit me to submit for Your Excellency's consideration a proposed "Cooperative Scientific and Technical Project for Joint Oceanographic Research," the text of which follows:

"A. Introduction

The Atlantic Oceanographic and Meteorological Laboratories (AOML) of NOAA and the Naval Oceanographic Institute (INOCAR)

His Excellency

Dr. Rodrigo Valdez Baquero,

Acting Minister of Foreign Relations

Quito

share an interest in the variability of the oceanographic and meteorological conditions in the eastern tropical Pacific Ocean. INOCAR is a participant in the regional program, Estudio Regional del Fenomeno 'El Niño' (ERFEN), and AOML is a participant in the NOAA Equatorial Pacific Ocean Climate Study (EPOCS) program. EPOCS is an investigation of the relationship of sea surface temperature anomalies observed in the equatorial Pacific Ocean to large scale climate variations, of which the 'El Niño' phenomenon is one manifestation. This agreement provides for a cooperative project between AOML and INOCAR for the purpose of collection of oceanographic and atmospheric data between Guayaquil and the Galapagos Islands using vessels of opportunity. INOCAR presently has a program for collection of meteorological and sea surface data at invervals of approximately every four weeks. This cooperative project will provide for collection also of subsurface temperature data from these vessels. This project is subscribed within the framework of the General Agreement for Economic, Technical and Related Assistance signed by the Governments of Ecuador and the United States on April 17, 1962.[1]

B. Purpose and Structure of the Project

The purpose of the project is to obtain, simultaneously, oceanographic temperature and meteorological data appropriate to observation, understanding, and prediction of the 'El Niño' and related oceanographic and atmospheric phenomena. INOCAR and AOML will cooperate in both acquisition and use of the data.

[1] TIAS 5003; 13 UST 425.

Operational details of the project will be mutually agreed to by INOCAR and AOML, subsequent to the signing of this document.

C. Responsibilities of AOML

For its part, AOML will supply to INOCAR for use in the project expendable bathythermograph (XBT) launching and recording equipment, XBT probes and other expendable supplies, to be delivered at AOML expense to Guayaquil. AOML will also provide to INOCAR staff training and advisory assistance in use and maintenance of the equipment. In addition, AOML will provide training, including the use of computers, for three personnel designated by INOCAR in the areas of physical oceanography and data processing for scientific purposes, in accordance with the detailed description in Annex 'A'. AOML agrees to assume the costs of training, transportation, meals and lodging for personnel associated with such training in the United States. The details, data, etc. for implementation of Annex 'A' shall be agreed upon by the parties at the appropriate time.

D. Responsibilities of INOCAR

INOCAR will carry out the measurements required for the project from vessels of opportunity at approximately monthly intervals.

INOCAR will also provide observers as needed to ensure reliable data collection. The costs of transportation and per diem for these observers will be assumed by INOCAR. After collection, XBT data may be copied for immediate use in Ecuador. All data collected shall be transmitted by INOCAR to AOML, within one month, through the Consulate of the United States in Guayaquil.

Part of the data for sea surface temperature and for the depth of the fifteen degree isotherm should be available for dissemination for the purpose of monitoring the development of the 'Niño' in real time.

All of the data should be available for use in scientific reports and meetings by AOML and INOCAR staff at any time. Reports for publication shall be approved in accordance with the appropriate administrative procedures of each organization.

Surface meteorological data and XBT data from one station per day to be selected by INOCAR should be reported by the IGOSS-BATHY/TESAC procedure.

INOCAR will provide such services and facilities, in Ecuador, as required to carry out the project, and will also provide means to admit equipment and materials into Ecuador for use in the project free of customs and import duties and taxes. These goods will have 'temporary entry' status.

E. Mutual Responsibilities for the Project

Results from the project will be published annually in a report to be authored jointly by the scientific staffs of INOCAR and AOML. Scientists of both institutions will collaborate on analysis and interpretation of observations of special interest or importance in connection with 'El Nino'. Collaboration on such interpretation and reports is probably the best available means of effecting training in scientific use of the data. All data collected shall be the property of INOCAR and AOML and should be available for submission to international data centers twelve (12) months after being collected.

F. Monitoring and Evaluation Mechanisms

For the purpose of having a suitable frame of reference reflecting the level of AOML/NOAA participation and support, before the beginning of each calendar year INOCAR shall present to the Secretariat of the Ecuadorean National Committee for Technical Cooperation an annual work plan for the project. This will include the goals for the period, the activities and timetable for the achievement of those goals and enumeration of the specializations of the involved AOML/NOAA and INOCAR technicians, as well as of the equipment and other material necessary for the proper implementation and development of the project. The first work plan should be presented to the Ecuadorean National Development Council (CONADE) within sixty (60) days of the start of the project. In addition, INOCAR should transmit to CONADE, at the end of each year, a report measuring the progress of the project against the annual work plans presented for the implementation of the programmed activities, for the purpose of recording results, problems identified and suggestions which might be appropriate to implement in order to meet the established goals.

G. Duration of the Project

Because the 'El Niño' phenomenon is an interannual variation with maximum manifestations every several years, maximum value will be realized from the project only if it can be continued for several years. This agreement shall remain in effect for six years, subject to the terms set forth below. It may be

renewed in accordance with the wishes of the parties. Because funds are allocated on an annual basis, the project will be continued from year to year as the required funds are acquired. Every two years the parties will meet for the purpose of evaluating the project and analyzing its results. This agreement may be modified by mutual consent at the bi-annual evaluating meetings and may be terminated at any time by either party with thirty days written notice. In the event the project is terminated, possession of all equipment will revert to the original owners unless other arrangements are mutually agreed upon.

* * *

Annex 'A' (Training)

AOML agrees to furnish the following training to INOCAR personnel participating in the project to obtain bathythermographic data on the Guayaquil-Galapagos route:

1. Data processing, including the use of computers

   Personnel: One oceanographer

   Duration: Six months

   Place: U.S.A. (AOML)

2. Studies related to ERFEN

   Personnel: One oceanographer

   Duration: Six months

   Place: U.S.A. (AOML)

3. In the second or third year of the project AOML will assist an oceanographer to receive training for one year."

If this proposal is acceptable to the Government of Ecuador, this note and Your Excellency's note in reply shall constitute an agreement between the Governments of Ecuador and the United States of America and shall enter into force as from this date.

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

Samuel F. Hart

The Ecuadorean Acting Minister of Foreign Relations to the American Ambassador

REPUBLICA DEL ECUADOR
MINISTERIO DE RELACIONES EXTERIORES

Nª 17 DGSN/DSM

Quito, a 17 de marzo de 1983.

Señor Embajador:

Tengo a honra dirigirme a Vuestra Excelencia con el objeto de avisar recibo de la atenta nota número 7, de 17 de marzo de 1983, en la que se sirve someter a consideración del Gobierno del Ecuador el "Proyecto de Cooperación Científica y Técnica para la Investigación Oceanográfica Conjunta", entre el Instituto Oceanográfico de la Armada del Ecuador (INOCAR) y los Laboratorios Oceanográficos y Meteorológicos del Atlántico de la Administración Nacional Oceánica y Atmosférica de los Estados Unidos de América (AOML), el mismo que se halla contenido en los siguientes términos:

"A. Introducción.

Los Laboratorios Oceanográficos y Meteorológicos del Atlántico (AOML) de la NOAA y el Instituto Oceanográfico de la Armada (INOCAR) comparten interés en la variabilidad de las condiciones oceanográficas y meteorológicas en el Océano Pacífico Tropical Oriental. El INOCAR participa en un programa regional, Estudio Regional del Fenómeno de "El Niño" (ERFEN), y AOML participa en el Programa de Estudio de las Condiciones Atmosféricas del Océano Pacífico Ecuatorial de la NOAA(EPOCS). EPOCS es un proyecto que tiene como finalidad investigar la relación entre las anomalías de la temperatura de la superficie del mar observadas en el Océano Pacífico Ecuatorial

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Al Excelentísimo señor Samuel Hart,
Embajador de Estados Unidos de América,
P r e s e n t e .

y las variaciones climatológicas a gran escala, de las cuales el fenómeno de "El Niño" es una manifestación. El presente Proyecto conjunto entre AOML y el INOCAR tiene por objeto adquirir en buques de oportunidad, datos oceanográficos y atmosféricos en la ruta Guayaquil-Islas Galápagos. INOCAR actualmente tiene un programa para la adquisición de datos meteorológicos y de la superficie del mar, a intervalos de aproximadamente cuatro semanas. El proyecto conjunto incluirá también la adquisición de información termal submarina desde los mencionados buques. Este Proyecto se suscribe al amparo del Acuerdo General para la Ayuda Económica y Técnica y para Propósitos Afines, celebrado entre los Gobiernos del Ecuador y de los Estados Unidos de América, el 17 de abril de 1962.

B. Propósito y Estructura del Proyecto.

El propósito del proyecto es obtener simultáneamente datos de temperatura del agua de mar y datos meteorológicos apropiados para la observación, entendimiento y predicción del fenómeno de "El Niño" y fenómenos relacionados, ya sean oceanográficos o atmosféricos. El INOCAR y el AOML cooperarán tanto en la adquisición como en el uso de datos. Los detalles de operación del proyecto se decidirán por acuerdo mutuo entre el INOCAR y AOML con posterioridad a la firma de este documento.

C. Responsabilidad de AOML.

Por su parte AOML proveerá al INOCAR, para uso en el proyecto, equipos batitermográficos XBT desechables y de lanzamiento y registro, probetas XBT y otros

suministros desechables, los cuales serán entregados en Guayaquil con gastos a cargo de AOML. AOML proveerá al INOCAR entrenamiento de personal y asesoramiento en el uso y mantenimiento de los equipos a ser suministrados.
Además AOML proveerá entrenamiento a tres personas designadas por INOCAR en las áreas de Oceanografía Física y procesamiento de datos para fines científicos, utilizando computadoras, de acuerdo a lo detallado en el ANEXO "A". AOML acuerda cubrir los gastos de entrenamiento, pasajes, alojamiento y manutención del personal asociado con dicho entrenamiento en los Estados Unidos. Los detalles, fechas, etc., para la ejecución del ANEXO "A" serán acordados por las partes en su debida oportunidad.

D. Responsabilidad del INOCAR.

El INOCAR llevará a cabo las mediciones requeridas para el proyecto, mediante buques de oportunidad aproximadamente a intervalos de un mes.
INOCAR también proveerá los observadores necesarios para asegurar la confiabilidad de los datos adquiridos. El costo de los pasajes y viáticos de estos observadores correrá por cuenta de INOCAR. Después de ser obtenidos los datos de XBT podrán ser copiados para uso inmediato en el Ecuador. Todos los datos adquiridos serán enviados por el INOCAR a AOML a través del Consulado de los Estados Unidos en Guayaquil, a más tardar un mes después de su adquisición.
Parte de los datos de temperatura superficial del mar y de la profundidad de la isoterma de 15°, deberá estar disponible para su diseminación para preparar el monitoreo del desarrollo de "El Niño" en tiempo real.

Toda la información debe estar disponible para el personal de AOML e INOCAR en cualquier oportunidad, para uso en reportes científicos y reuniones. Los reportes a ser publicados serán aprobados de acuerdo a los procedimientos administrativos apropiados de cada Institución.

La información meteorológica superficial y la información de XBT de una estación por día, que seleccionará INOCAR, deberá ser reportada por el procedimiento IGOSS-BATHY/TESAC.

INOCAR proveerá los servicios y facilidades en Ecuador que se requieran para llevar a cabo el proyecto y además facilitará los medios necesarios para la admisión en el Ecuador de los equipos y materiales a ser usados en el Proyecto, todo esto libre de pago de aduanas, derechos de importación e impuestos, los mismos que gozarán de la condición de "internación temporal".

E. Responsabilidades Comunes dentro del Proyecto.

Los resultados del proyecto serán publicados anualmente en un reporte a ser suscrito conjuntamente por el personal científico de INOCAR y AOML. Los científicos de ambas instituciones colaborarán en el análisis e interpretación de observaciones de interés e importancia especial en relación con "El Niño". La colaboración en tal interpretación y los reportes son probablemente los mejores medios disponibles para hacer efectivo el entrenamiento en el uso científico de datos. Todos los datos adquiridos serán propiedad del INOCAR y AOML y deberán estar disponibles para su entrega a los Centros Internacionales de Datos doce (12) meses después de haber sido colectados.

F. Mecanismos de Control y Evaluación.

Con el objeto de disponer de un adecuado marco de referencia que refleje el grado de participación y apoyo de AOML/NOAA, antes del inicio de cada año calendario, el INOCAR, presentará a la Secretaría - del Comité Nacional de Cooperación Técnica del Ecuador, un Plan Anual de Trabajo del Proyecto, incluyendo las metas que se alcanzarán en dicho período, las actividades a través de las cuales se lograrán esas metas con su correspondiente cronograma de ejecución la determinación de la especialización de los técnicos tanto del AOML/NOAA, como del INOCAR; así como - los equipos y demás materiales necesarios para el - buen cumplimiento y desarrollo del Proyecto. El primer Plan de Trabajo deberá ser presentado al Consejo Nacional de Desarrollo del Ecuador (CONADE), en el - plazo de 60 días, a partir de la fecha de iniciación del Proyecto.

Asimismo, el INOCAR deberá remitir al CONADE, al término de cada año, un informe pormenorizado del avance del Proyecto, en función de los Planes Anuales de Trabajo presentados para la ejecución de las actividades programadas, a fin de conocer los resultados alcanzados, los problemas identificados y las sugerencias que fueren pertinentes realizar para lograr el cumplimiento de las metas establecidas.

G. Duración del Proyecto.

En vista de que el fenómeno de "El Niño" es una variación interanual con manifestaciones máximas cada ciertos años, la mayor utilidad del Proyecto será obtenida únicamente si éste puede ser continuado- por algunos años. El presente Proyecto tendrá una -

duración de seis años sujeto a las condiciones descritas a continuación, pudiendo ser renovado de acuerdo entre las partes. Puesto que los fondos son distribuidos en una base anual, el proyecto será continuado de un año a otro conforme los fondos necesarios continúen recibiéndose. Cada dos años las partes se reunirán con el fin de evaluar el proyecto y analizar sus resultados. Este acuerdo podrá ser modificado por consentimiento mutuo, en las reuniones bianuales de evaluación y revocado por cualquiera de las partes, en el momento que consideren oportuno, mediante aviso escrito con anticipación de treinta días. En caso de que el Proyecto termine, todos los equipos volverán a sus propietarios originales, a menos que se haya acordado mutuamente otro procedimiento.

ANEXO "A".

El AOML se compromete a proporcionar el siguiente entrenamiento al personal del INOCAR que participará en el Proyecto de toma de datos batitermográficos en el trayecto Guayaquil-Galápagos:

a) Procesamiento de datos, incluyendo el uso de computadores
   - Personal: un oceanógrafo
   - Tiempo: seis meses
   - Lugar: Estados Unidos (AOML).
b) Estudios relacionados con ERFEN
   - Personal: un oceanógrafo
   - Tiempo: seis meses
   - Lugar: Estados Unidos (AOML).

c) En el segundo o tercer año de duración del Proyecto asistirá un oceanógrafo para recibir entrenamiento por un año."

Al respecto, me es grato manifestar a Vuestra Excelencia, que el Gobierno del Ecuador acepta complacido la propuesta del Ilustrado Gobierno de los Estados Unidos de América. En tal virtud, la presente nota y la número 7 de 17 de marzo de 1983, de Vuestra Excelencia, constituirán un Acuerdo entre los dos Gobiernos, a partir de la presente fecha.

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

Rodrigo Valdez B.
MINISTRO INTERINO DE RELACIONES EXTERIORES.

TRANSLATION

Republic of Ecuador
Ministry of Foreign Relations

No. 17/DGSN/DMS Quito, March 17, 1983

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note No. 7 of March 17, 1983, submitting for consideration by the Government of Ecuador the "Cooperative Scientific and Technical Project for Joint Oceanographic Research," to be conducted by the Naval Oceanographic Institute of Ecuador (INOCAR) and the Atlantic Oceanographic and Meteorological Laboratories of the National Oceanic and Atmospheric Administration of the United States of America (AOML). The text of the project reads as follows:

[For the English language text, see pp. 611-617.]

I am pleased to inform Your Excellency that the Government of Ecuador accepts the proposal of the Government of the United States of America. Consequently, this note and Your Excellency's note No. 7 of March 17, 1983, shall constitute an agreement between the two Governments, entering into force on this date.

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

Rodrigo Valdez

Rodrigo Valdez B.
Acting Minister of Foreign Relations

His Excellency
Samuel Hart,
Ambassador of the United States
of America,
Quito.

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement effected by exchange of letters
Signed at Mexico March 29, 1983;
Entered into force March 29, 1983.

The American Chargé d'Affaires ad interim to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA

México

March 29, 1983

His Excellency
Dr. Sergio Garcia Ramirez
Attorney General of the Republic
E.C. Lázaro Cárdenas No. 9
México 1, D. F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, for the purpose of opium poppy eradication and narcotics interdiction.

The Government of the United States agrees to provide funds not to exceed Three Hundred Fifty Thousand Dollars (U.S. $350,000) on an advance or reimbursable basis for the purchase of miscellaneous supplies, equipment, and other services, as mutually agreed upon.

The Government of Mexico agrees to provide supporting documents periodically, as mutually agreed upon, to substantiate all disbursements made on a reimbursable and/or advance basis.

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect, and applicable to this agreement unless otherwise expressly modified herein.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

George B. High
Chargé d'Affaires a.i.

TIAS 10675

The Mexican Attorney General to the American Chargé d'Affaires ad interim

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., marzo 29 de 1983.

EXCELENTISIMO SEÑOR
GEORGE B. HIGH,
Encargado de Negocios A.I.,
Embajada de los Estados Unidos de América.
P r e s e n t e .

Excelentísimo señor High:

Me es grato dar respuesta a su atenta comunicación del día 29 de los corrientes, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, con el propósito de erradicar la amapola de opio e interceptación de estupefacientes.

El Gobierno de los Estados Unidos está de acuerdo en proveer fondos que no excederán Trescientos Cincuenta Mil Dólares (U.S. $350,000) en forma de adelanto o sobre base de reembolso para la adquisición de abastecimientos misceláneos, equipos, y otros servicios, según sea acordado mutuamente.

El Gobierno de México está de acuerdo en proveer documentos respaldatorios periódicamente para comprobar todos los desembolsos efectuados en base reembolsable y/o por adelanto, según sea acordado mutuamente.

Se tiene por entendido que las disposiciones de todos los --- acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación a los esfuerzos del Gobierno - de México para frenar el tráfico ilegal de estupefacientes permanecen en pleno vigor y efecto y son aplicables a este acuerdo a menos de que se modifique expresamente aquí.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal. "

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para externar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

DR. SERGIO GARCIA RAMIREZ.

TGN.

TRANSLATION

United Mexican States
Office of the Attorney General
of the Republic

Mexico, D.F., March 29, 1983

His Excellency
George B. High
Charge d'Affaires ad interim
Embassy of the United States of America
Mexico, D.F.

Sir:

I am pleased to reply to your communication of March 29, 1983, which, translated into Spanish, reads as follows:

[For the English language text, see p. 627.]

I wish to inform you that the Government of Mexico agrees to the terms of the transcribed note.

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

S. G. Ramirez

Sergio Garcia Ramirez
Attorney General of the Republic

SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA

Aviation: Transport Services

Agreement extending and modifying the memorandum of understandings related to the agreement of March 17 and May 19, 1982.
Effected by exchange of notes
Dated at Belgrade March 31 and April 1, 1983;
Entered into force April 1, 1983.

The American Embassy to the Yugoslav Federal Secretariat for Foreign Affairs

EMBASSY OF THE

UNITED STATES OF AMERICA

Belgrade, Yugoslavia

No. 039

The Embassy of the United States of America presents its compliments to the Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia and has the honor to refer to the Memorandum of Understandings relating to the Air Transport Agreement and the Non-Scheduled Air Service Agreement, initialed in Belgrade on April 15, 1981.[1]

The United States believes that operations under the Memorandum of Understandings have provided satisfactory air transport between the two countries. The United States Government therefore proposes that the Memorandum of Understandings be extended through March 31, 1984.

In addition, the United States proposes that the Government of the Socialist Federal Republic of Yugoslavia authorize the United States designated airlines to provide scheduled air transportation services (passenger, cargo and mail) from the United States via intermediate points and Dubrovnik. This authorization shall remain in effect as long as the Memorandum of Understandings remains in force.

If these understandings are acceptable to the Government of the Socialist Republic of Yugoslavia, the Embassy of the United States of America proposes that this Note and the Secretariat's confirmation shall constitute an agreement between our two governments, to enter into force on the date of your reply, extending the Memorandum of Understandings from April 1, 1983 through March 31, 1984 and providing for Yugoslav approval of service by United States airlines to Dubrovnik.

The Embassy of the United States of America avails itself of the opportunity to renew to the Federal Secretariat for Foreign Affairs the assurances of its highest consideration.

THE EMBASSY OF THE UNITED STATES OF AMERICA
BELGRADE, *March 31, 1983*

[1] TIAS 10450; 34 UST 1729.

The Yugoslav Federal Secretariat for Foreign Affairs to the American Embassy

No. 1831

The Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 039 dated March 31, 1983, concerning the Memorandum of Understandings Relating to the Air Transport Agreement and the Non-Scheduled Air Services Agreement, initialed in Belgrade on April 15, 1981.

The Government of the Socialist Federal Republic of Yugoslavia also believes that operations under the Memorandum of Understandings have provided satisfactory air transport between the two countries and accepts the proposal of the Government of the United States of America that the Memorandum of Understandings be extended through March 31, 1984.

Furthermore the Government of the Socialist Federal Republic of Yugoslavia, upon the request of the Government of the United States of America is prepared to grant the United States designated airlines the right to provide scheduled air transportation services (passenger, cargo and mail) from the United States via intermediate points to Dubrovnik with full traffic rights both between the United States and Dubrovnik and between intermediate points and Dubrovnik. This authorization shall remain in force for the same period of time as the Memorandum of Understandings.

If these Understandings are acceptable to the Government of the United States of America the Federal Secretariat for Foreign Affairs of the Socialist Federal Republic of Yugoslavia proposes that this Note and the

Embassy's Note to that effect shall constitute an Agreement between the two Governments, to enter into force on the date of the Embassy's reply extending the Memorandum of Understandings from April 1, 1983, through March 31, 1984, and providing for approval of the Government of the Socialist Federal Republic of Yugoslavia of services by the United States designated Airlines to Dubrovnik.

The Federal Secretariat for Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its high consideration.

Beograd, April 1, 1983

TO THE EMBASSY OF THE
UNITED STATES OF AMERICA

B E O G R A D

LIBERIA

Defense Facilities

Agreement signed at Monrovia February 3, 1983;
Entered into force February 3, 1983.
And amending agreement
Effected by exchange of letters
Signed at Monrovia March 25 and April 4, 1983;
Entered into force April 4, 1983.

78-500 O—92——21

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF LIBERIA ON CONSTRUCTION OF
ADDITIONAL FACILITIES AT ROBERTS INTERNATIONAL AIRPORT

Reference is made to the November 22, 1982 letter[1] from Head of State Samuel Kanyon Doe granting approval for the improvement of Roberts International Airport. The Government of the United States of America and the Government of Liberia agree that the United States will effect the construction of additional facilities at the Roberts International Airport in accordance with the following provisions:

A. Subject to the availability of appropriated funds, and in accordance with the applicable provisions and references of the agreement between our two governments effected by exchange of notes on May 10, June 29, July 6, and July 13, 1954,[1] the United States Government will undertake the following construction projects to improve facilities at the Roberts International Airport for parking and refueling aircraft. (1) 38,000 square yards of parking space and (2) a refueling system consisting of two 80,000-gallon storage tanks and two hydrant outlets. These facilities will be located in accordance with the master plan of Roberts International Airport.

B. The facilities constructed in accordance with paragraph A will be available for the use of United States military and aircraft under contract to the United States military on occasions of use by the United States Government of Roberts International Airport under the agreement of 1954 between our two governments, as amended by the present exchange

[1] Not printed.

of notes to include contingency operations, mutually agreed upon exercises and routine missions.

C. The United States Government will notify the Government of Liberia a reasonable time in advance of its intended use of Roberts International Airport. Normally such notice will be given at least forty-eight hours in advance. The United States Government shall thereupon be entitled to first priority in use of the parking and refueling facilities described above.

D. The facilities will be available for use by the Government of Liberia and by civil aviation when not required for United States Government operations. When the facilities are in use by the United States Government, the facilities will be available for use by the Government of Liberia and by civil aviation to the fullest extent compatible with the requirements of the United States Government.

E. Whenever it uses Roberts International Airport the United States Government shall be exempt from any charges for air navigational services, any fees for overflight, landing, or parking, and any other taxes, duties, fees or similar charges.

F. The sovereignty of the Republic of Liberia over the facilities to be constructed under the present agreement is assured under the terms of existing agreements between our two countries and reaffirmed by the present agreement.

G. The United States Government assures the Government of Liberia of the importance it attaches to the continued

fundamental civilian and commercial nature of Roberts International Airport and further assures the Government of Liberia the United States does not intend by means of the present agreement to alter the fundamental commercial and civilian nature of the airport.

H. The present agreement shall have an initial term of ten years. Thereafter it will continue in force until terminated by one year's written notice by either party.

I. The cost of maintenance of the facilities once constructed under this agreement will be borne by the Government of Liberia as the facilities are to be integrated into the full complement of facilities of Roberts International Airport and will be available for use by civilian and commercial users of Roberts International Airport on an unrestricted basis when not required for use by the United States Government under the terms of this agreement.

Done at Monrovia, in duplicate, this third day of February, 1983.

For the Government of the United States of America:
William Lacy Swing
Ambassador

For the Government of the Republic of Liberia:
Ayun R. Cassell
Acting Minister of Commerce, Industry and Transportation

[AMENDING AGREEMENT]

The American Ambassador to the Liberian Minister of Commerce, Industry and Transportation

EMBASSY OF THE
UNITED STATES OF AMERICA
Monrovia

March 25, 1983

Major David Dwanyen
Minister of Commerce, Industry
and Transportation
Republic of Liberia

Dear Mr. Minister:

I have the honor to refer to the agreement between the United States of America and the Republic of Liberia on construction of additional facilities at Roberts International Airport ("the Agreement"), signed on February 3, 1983. In order to correct technical errors and thereby bring the terms of the Agreement into full conformity with design specifications established for the construction project and approved by your Government, my Government proposes that the technical description of the projects contained in paragraph A of the Agreement be amended to read as follows: "(1) 33,150 square yards of parking space and (2) refueling system consisting of four 50,000-gallon storage tanks and four hydrant outlets." The Agreement currently calls for the construction of (1) 38,000 square yards of parking space and (2) two 80,000-gallon storage tanks and two hydrant outlets.

If this modification is acceptable to your Government, this letter and your letter of confirmation on behalf of the Government of the Republic of Liberia shall constitute an amendment to the Agreement.

With sentiments of high esteem,

Sincerely,

William L. Swing

William L. Swing

The Liberian Acting Minister of Commerce, Industry and Transportation to the American Ambassador

REPUBLIC OF LIBERIA
MINISTRY OF
COMMERCE, INDUSTRY & TRANSPORTATION
MONROVIA

OFFICE OF THE MINISTER

P O BOX 9041
PHONES: 221437 · 222117
CABLE ADDRESS MINCOM
TELEX NO. 4331

AMC/M/'83/4-16

April 4, 1983

His Excellency
William L. Swing
Ambassador
Embassy of the United States of America
Monrovia, Liberia

Mr. Ambassador:

Acknowledgement is hereby made of your letter of March 25, 1983 informing us that your Government proposes that the technical description of the projects contained in paragraph A of the Agreement be amended to read as follows: "(1) 33,150 square yards of parking space and (2) refueling system consisting of four 50,000-gallon storage tanks and four hydrant outlets."

Please be informed, that the Government of the Republic of Liberia through this Ministry accepts this modification as it is.

With kindest regards.

Very truly yours,

Ayuk R. Cassell
ACTING MINISTER

AKC/afg

TIAS 10677

THAILAND

Defense: Security of Military Information

Agreement effected by exchange of notes
Dated at Bangkok March 30 and April 5, 1983;
Entered into force April 5, 1983.

The American Embassy to the Thai Ministry of Foreign Affairs

No. 166

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Kingdom of Thailand and has the honor to propose that the following agreement be concluded between the Government of the United States of America and the Government of the Kingdom of Thailand concerning the security of military information. This agreement, to be known as the General Security of Military Information Agreement, is as follows:

GENERAL SECURITY OF MILITARY INFORMATION AGREEMENT

1. All classified military information communicated directly or indirectly between our two governments shall be protected in accordance with the following principles:

   a. the recipient government will not release the information to a third government or any other party without the approval of the releasing government;

   b. the recipient government will afford the information a degree of protection equivalent to that afforded it by the releasing government;

   c. the recipient government will not use the information for other than the purpose for which it was given; and

   d. the recipient government will respect private trade rights, such as patents, copyrights, or trade secrets which are involved in the information.

2. Classified military information and material shall be transferred only on a government-to-government basis and only to persons who have appropriate security clearance for access to it.

3. For the purpose of this agreement classified military information is that official military information or material which in the interests of national security of the releasing government, and in accordance with applicable national laws and regulations, requires protection against unauthorized disclosure and which has

been designated as classified by appropriate security authority. This includes any classified information, in any form, including written, oral, or visual. Material may be any document, product or substance on or in which, information may be recorded or embodied. Material shall encompass everything regardless of its physical character or makeup including, but not limited to, documents, writing, hardware, equipment, machinery, apparatus, devices, models, photographs, recordings, reproductions, notes, sketches, plans, prototypes, designs, configurations, maps, and letters, as well as all other products, substances, or items from which information can be derived.

4. Information classified by either of our two governments and furnished by either government to the other through government channels will be assigned a classification by appropriate authorities of the receiving government which will assure a degree of protection equivalent to that required by the government furnishing the information.

5. This Agreement shall apply to all exchanges of classified military information between all agencies and authorized officials of our two governments. However, this Agreement shall not apply to classified information for which separate security agreements and arrangements already have been concluded. Details regarding channels of communication and the application of the foregoing principles shall be the subject of such technical arrangements (including an Industrial Security Arrangement) as may be necessary between appropriate agencies of our respective governments.

6. Each government will permit security experts of the other government to make periodic visits to its territory, when it is mutually convenient, to discuss with its security authorities its procedures and facilities for the protection of classified military information furnished to it by the other government. Each government will assist such experts in determining whether such information provided to it by the other government is being adequately protected.

7. The recipient government will investigate all cases in which it is known or there are grounds for suspecting that classified military information from the originating government has been lost or disclosed to unauthorized persons. The recipient government shall also promptly and fully inform the originating government of the details of any such occurrences, and of the final results of the investigation and corrective action taken to preclude recurrences.

8. a. In the event that either government or its contractors award a contract involving classified military information for performance within the territory of the other government, then the government of the country in which performance under the contract is taking place will assume responsibility for administering security measures within its own territory for the protection of such classified information in accordance with its own standards and requirements.

b. Prior to the release to a contractor or prospective contractor of any classified military information received from the other government, the recipient government will:

(1) insure that such contractor or prospective contractor and his facility have the capability to protect the information adequately;

(2) grant to the facility an appropriate security clearance to this effect;

(3) grant appropriate security clearance for all personnel whose duties require access to the information;

(4) insure that all persons having access to the information are informed of their responsibilities to protect the information in accordance with applicable laws;

(5) carry out periodic security inspections of cleared facilities; and

(6) assure that access to the military information is limited to those persons who have a need to know for official purposes. A request for authorization to visit a facility when access to the classified military information is involved will be submitted to the appropriate department or agency of the government of the country where the facility is located by an agency designated for this purpose by the other government; this request will include a statement of the security clearance, the official status of the visitor and the reason for the visit. Blanket authorizations for visits over extended periods may be arranged. The government to which the request is submitted will be responsible for advising the contractor of the proposed visit and for authorizing the visit to be made.

9. Costs incurred in conducting security investigations or inspections required hereunder will not be subject to reimbursement.

It is further proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of the Kingdom of Thailand shall, together with this note, constitute an agreement between our Governments on this subject, to be effective from and after the date of the Ministry's reply.

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

Embassy of the United States of America,
Bangkok, March 30, 1983.

The Thai Ministry of Foreign Affairs to the American Embassy

No.0303/ 22902

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to acknowledge the receipt of the Embassy's Note No. 166 dated March 30, 1983, which reads as follows:

[For the text of U.S. note, see pp. 642-645.]

In this connection, the Ministry of Foreign Affairs has the honor to inform the Embassy that the foregoing is acceptable to the Government of Thailand and that the present Note and the Embassy's Note under reply constitute an agreement between the Government of Thailand and the Government of the United States of America on the general security of military information, to be effective from and after the date of this Note.

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.

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PERU

Agricultural Commodities

Agreement signed at Lima March 29, 1983;
Entered into force March 29, 1983.
And amending agreement
Effected by exchange of notes
Signed at Lima July 18, 1983;
Entered into force July 18, 1983.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF PERU
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Peru agree to the sale of agricultural commodities specified below. This agreement shall consist of the preamble and Parts I and III of the Agreement signed April 26, 1978,[1] together with the following Part II:

Part II. PARTICULAR PROVISIONS:

Item I - COMMODITY TABLE:

Commodity	Supply Period (United States Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value (Dols. Million)
Wheat/Wheat Flour (Wheat Basis)	1983	60,000	10.0
Rice	1983	36,000	10.0
TOTAL			20.0

Item II - PAYMENT TERMS: Convertible Local Currency Credit (CLCC)

(A) Initial Payment - Five (5) Percent;

(B) Currency Use Payment - Five (5) Percent for Section 104 (a) purposes;

(C) Number of Installment Payments - Seventeen (17);

(D) Amount of each Installment Payment - Approximately equal annual amounts;

(E) Due Date of First Installment Payment - Four (4) years after the date of last delivery of commodities in each calendar year;

(F) Initial Interest Rate - Three (3) Percent;

(G) Continuing Interest Rate - Four (4) Percent.

[1] TIAS 9604; 30 UST 7662.

Item III - USUAL MARKETING TABLE:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Rice	1983	zero
Wheat/Wheat Flour (Wheat Basis)	1983	821,000

Item IV - EXPORT LIMITATIONS:

(A) Export Limitation Period:

The export limitation period shall be United States Fiscal Year 1983, or any subsequent United States Fiscal Year during which commodities financed under this agreement are being imported or utilized.

(B) Commodities to which Export Limitations Apply:

For the purposes of Part I, Article III, A (4) of this Agreement, the commodities which may not be exported are: for wheat/wheat flour--wheat, wheat flour, rolled wheat, semolina, farina, and bulgur (or the same products under a different name) and for rice--rice in the form of paddy, brown or milled;

(C) Permissible Exports:

Notwithstanding the provisions of Item IV B, above, flour milled at Iquitos, Peru, shall not be subject to the export limitation provisions of Article III, A (4), provided that wheat financed under this Agreement will not be milled at Iquitos, and provided further that flour milled from wheat financed under this Agreement, or flour financed directly under this Agreement, will not be marketed in Peru in such fashion as to make possible increased exports of flour produced at Iquitos.

Item V - SELF-HELP MEASURES

(A) The Government of Peru agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

(1) Research and Extension:

Support research, extension and education activities for tropical/sub-tropical soil use and management to assist jungle farmers to improve productivity levels through the adoption of appropriate soil and water conservation practices.

(2) Cooperacion Popular:

Provide funding for nationwide self-help public works programs to create employment and low-cost physical infrastructure such as access roads, rural schools, and small-scale irrigation systems.

(3) Farmer to Market Roads:

Support trunk road maintenance/construction in high jungle areas.

(4) Soil Conservation:

Support on-going soil conservation and water management programs.

(B) The Government of Peru agrees to undertake studies of the adequacy of various agricultural development policies now in force with a view towards improving the efficiency of production in agriculture.

(C) The Government of Peru agrees to provide in 1983 adequate budgetary support for AID-assisted projects it is carrying out and for the voluntary agencies distributing donated U.S. food commodities and to include sufficient resources for these purposes in the 1984 budget proposal.

(D) The Government of Peru agrees to present a report on its actions with regard to (A), (B) and (C) above on or before November 1, 1983.

Item VI - ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED:

(A) The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used to help finance activities which directly improve the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

(B) To this end, first priority will be given to providing necessary local currency contributions to projects financed by the Agency for International Development in the fields of food, nutrition and rural

development as identified in a Memorandum of Understanding[1] signed concurrently with this Agreement between the Government of the United States and the Government of Peru for the use of proceeds from sales of agricultural commodities under this Agreement and as identified in any subsequent amendments to the Memorandum of Understanding. The Government of Peru agrees to make adequate provisions for counterpart contributions to projects identified in the Memorandum of Understanding between the signing of this Agreement and the actual generation of local currency through the sale of PL 480 Title I[2] commodities.

(C) Second priority will be given to general support of the Government of Peru investment budget for development projects of mutual interest to the Government of Peru and the U.S. Special emphasis will be given to the Government of Peru's program of Cooperacion Popular and to the construction and maintenance of penetration roads in the Peruvian high jungle, as identified in the Memorandum of Understanding.

(D) Three months after the signing of this Agreement and at three month intervals thereafter, the Ministry of Economy, Finance and Commerce shall provide to the USAID Mission in Peru a report on the use and disbursement of local currencies generated under this Agreement.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose have signed the present Agreement. Done at Lima, in duplicate, the 29th day of March, 1983.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: Frank V. Ortiz

Frank V. Ortiz

Title: Ambassador

FOR THE GOVERNMENT OF THE REPUBLIC OF PERU

By: Dr. Carlos Rodriguez Pastor

Title: Ministro de Economía, Finanzas y Comercio

Oficina de Agencia

[1] Not printed. Available from the Office of Treaty Affairs, Department of State.

[2] 68 Stat. 455; 7 U.S.C. §1701 *et seq.*

CONVENIO ENTRE EL GOBIERNO DEL PERU Y EL
GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA
PARA LA VENTA DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de la República de Perú convienen en la venta de los productos agrícolas especificados más adelante. Este convenio consistirá del preámbulo y de las partes I y III del Convenio firmado el 26 de abril de 1978, conjuntamente con la siguiente Parte II:

Parte II CONDICIONES PARTICULARES

Item I TABLA DE PRODUCTOS:

Producto	Periodo de Suministro (Año Fiscal de los Estados Unidos)	Cantidad Aproximada (Ton. Métrica)	Valor Máximo del Mercado de Exportación (Millones de Dólares)
Trigo/ Harina de Trigo (base de trigo)	1983	60,000	10.0
Arroz	1983	36,000	10.0
TOTAL			20.0

Item II - CONDICIONES DE PAGO: Crédito en Moneda Local Convertible (CMLC)

(A) Pago Inicial - Cinco (5) por ciento;

(B) Fondo de Contrapartida - Cinco (5) por ciento para fines de la Sección 104 (a) de la Ley Pública 480;

(C) Número de Cuotas de Pago - Diecisiete (17);

(D) Monto de Cada Amortización - Sumas anuales aproximadamente iguales;

(E) Fecha de Vencimiento de la Primera Cuota de Amortización - Cuatro (4) años después de la última entrega de productos en cada año calendario.

(F) Tasa de Interés Inicial - Tres (3) por ciento;

(G) Tasa de Interés Vigente - Cuatro (4) por ciento.

Item III - TABLA DE COMERCIALIZACION USUAL:

Producto	Periodo de Importación (Año Fiscal de EE.UU.)	Requerimientos Normales del Mercado (Toneladas Métricas)
Arroz	1983	cero
Trigo/Harina de Trigo (base de trigo)	1983	821,000

Item IV - LIMITACIONES DE EXPORTACION

(A) Periodo de Limitación de Exportación: El Periodo de limitación de la exportación será el año fiscal de Estados Unidos 1983 o cualquier año fiscal de Estados Unidos posterior durante el cual los productos financiados bajo este convenio están siendo importados o utilizados.

(B) Productos a los cuales se Aplican las Restricciones de Exportación: Para los propósitos de la Parte I, Artículo III, A (4) de este Convenio, los productos que no pueden ser exportados son: para trigo/harina de trigo--trigo, harina de trigo, avena, semolina, farina y trigor (o los mismos productos bajo diferentes nombres) y para arroz--arroz con cáscara, descascarado o pilado.

(C) Exportaciones Permitidas: No obstante las disposiciones del Item IV B, arriba, harina molida de Iquitos, Perú no estará sujeta a las limitaciones de exportación del Artículo III, A (4), siempre y cuando el trigo financiado bajo este Convenio no será molido en Iquitos y siempre y cuando que la harina molida del trigo financiado bajo este convenio o harina financiada directamente bajo este Convenio, no será comercializada en el Perú de tal forma que haga posible un aumento en las exportaciones de harina producida en Iquitos.

Item V - MEDIDAS DE AUTO AYUDA:

(A) El Gobierno del Perú conviene en llevar a cabo medidas de auto-ayuda para mejorar la producción, almacenaje y distribución de los productos agrícolas. Las siguientes medidas de auto-ayuda deberán implementarse para contribuir directamente al desarrollo de las áreas rurales menos favorecidas y permitir a los pobres participar activamente en el incremento de la producción agrícola mediante la pequeña agricultura.

(1) Investigación y Extensión

Apoyar actividades de investigación, extensión y educación para el uso y administración de suelos tropicales/sub-tropicales para ayudar a los agricultores de la ceja de selva a mejorar su nivel de productividad a través de la adopción de prácticas apropiadas sobre conservación de agua y suelo.

(2) Cooperación Popular

Proporcionar financiación para un programa nacional de obras públicas de auto-ayuda con el propósito de crear empleos y obras de infraestructura física de bajo costo, tales como: caminos de acceso, escuelas rurales, sistemas de irrigación a pequeña escala, etc.

(3) Carreteras Vecinales (agricultor-mercado)

Apoyar el mantenimiento/construcción de carreteras troncales en áreas de la ceja de selva.

(4) Conservación de Suelos

Apoyar los programas vigentes de conservación de suelos y administración de agua.

(B) El Gobierno del Perú conviene en llevar a cabo estudios sobre la efectividad de varias políticas de desarrollo agrícola en vigencia con miras a mejorar la eficiencia de la producción en la agricultura.

(C) El Gobierno del Perú conviene en proporcionar en 1983 los recursos financieros adecuados para los proyectos apoyados por AID que está llevando a cabo y para las agencias voluntarias que distribuyen productos agrícolas donados por los Estados Unidos e incluir suficientes recursos para estos fines en el proyecto de presupuesto para 1984.

(D) El Gobierno del Perú conviene en presentar un informe de las acciones efectuadas en relación a los puntos (A), (B), y (C) arriba antes o al 1° de noviembre de 1983.

Item VI - FINES DE DESARROLLO ECONOMICO PARA LOS CUALES SE DEBEN UTILIZAR LOS INGRESOS ACUMULADOS POR EL PAIS IMPORTADOR

(A) Los ingresos acumulados por el país importador provenientes de la venta de los productos financiados bajo este convenio, serán utilizados para ayudar a financiar actividades que directamente mejoren las condiciones de vida de las gentes menos favorecidas del país receptor y su capacidad de participar en el desarrollo del país.

(B) Con este fin, se otorgará primera prioridad al suministro de las contribuciones necesarias de moneda local a los proyectos financiados por la Agencia para el Desarrollo Internacional en los campos de alimentación, nutrición y desarrollo rural tal como se identifica en un Memorandum de Entendimiento que se firma simultaneamente con este Convenio entre el Gobierno de los Estados Unidos y el Gobierno del Perú para el uso de los ingresos generados de la venta de los productos agrícolas financiados bajo este

convenio y según se identifique en cualquier enmienda posterior al Memorandum de Entendimiento. El Gobierno del Perú conviene en hacer los arreglos necesarios para proporcionar los fondos de contrapartida requeridos para los proyectos enumerados en el Memorandum de Entendimiento dentro del período de la firma de este convenio y la actual generación de la moneda local a través de la venta de los productos de la Ley Pública 480, Título I.

(C) La segunda prioridad será asignada para apoyo general del presupuesto de inversión del Gobierno del Perú para proyectos de desarrollo de interés mutuo para el Gobierno del Perú y los Estados Unidos. Se dará especial enfásis al programa del Gobierno Peruano de Cooperación Popular y a la construcción y mantenimiento de carreteras de penetración en la ceja de selva del Perú tal como se identifica en el Memorandum de Entendimiento.

(D) Tres meses después de la firma de este convenio y posteriormente a intervalos de tres meses, el Ministerio de Economía, Finanzas y Comercio proporcionará a la Misión de AID en el Peú, un informe sobre el uso y desembolso de la moneda local generada bajo este convenio.

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados para el efecto, han suscrito el presente convenio. Hecho en la ciudad de Lima, este día 29 del mes de marzo de mil novecientos ochenta y tres.

POR EL GOBIERNO DE LA REPUBLICA DEL PERU

Por: _____
Dr. Carlos Rodríguez Pastor

Título: Ministro de Economía, Finanzas y Comercio

POR EL GOBIERNO DE LOS ESTADOS UNIDOS

Por: _____
Frank V. Ortiz

Título: Embajador

Oficina de Asesoría

TIAS 10679

[AMENDING AGREEMENT]

The American Ambassador to the Peruvian Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 542 July 18, 1983

Excellency:

I have the honor to refer to the Agricultural Commodities Agreement signed March 29, 1983, by representatives of our two governments, and to propose that the Agreement be amended as follows:

In Part II, PARTICULAR PROVISIONS, Item I, COMMODITY TABLE, make the following changes:

A. On the line entitled "Rice", under the appropriate column headings delete "36,000 - 10.0" and insert "54,000 - 15.5".

B. Under the appropriate column headings, insert a new commodity line as follows "Edible Vegetable Oils - 1983 - 10,000 - 5.0".

C. On the line entitled "Total" delete "20.0" and insert "30.5".

In Part II, PARTICULAR PROVISIONS, Item III, Usual Marketing Table, make the following change:

Under appropriate headings, add new line as follows "Edible Vegetable Oils - 1983 - 19,000".

His Excellency

Dr. Fernando Schwalb Lopez Aldana,

Minister of Foreign Relations,

Lima.

In Part II, PARTICULAR PROVISIONS, Item IV, EXPORT LIMITATIONS, make the following change:

To Item IV B, Commodities to which Export Limitations Apply, following the words "paddy, brown or milled", change the period in the Spanish version to a semicolon and in both English and Spanish versions add "and for Edible Vegetable Oils - all edible vegetable oils, including peanut oil, soybean oil, cottonseed oil, sunflower oil, sesame oil, rapeseed oil, and any other edible vegetable oils or oil-bearing seeds from which these oils are produced."

In Part II, PARTICULAR PROVISIONS, Item V, SELF-HELP MEASURES, add the following:

"(E) (1) The Government of Peru agrees to deposit the proceeds accruing from the sale of the approximately 18,000 MT of rice and 10,000 MT of edible vegetable oils covered by this note in a Special Account to be used exclusively for disaster emergency relief, rehabilitation and reconstruction activities. For purposes of this paragraph, the term "proceeds" means the higher of the CIF value or ENCI/ECASA wholesale price for each commodity covered in this note. Accounting for the proceeds will be separate and apart from any other funds owned by the Government of Peru. The Government of Peru will sell the commodities covered in this note before the same or similar commodities it may own and will cause the proceeds to be deposited in the Special Account as soon as possible and in no

case later than five business days after the ENCI/ECASA sale of such commodities. The Special Account will be structured and managed in such a way as to maintain the real value of its resources until disbursed from the Special Account for approved disaster activities.

(2) The Government of Peru will also designate an organization to prioritize, coordinate and allocate the uses of the proceeds; to supervise implementation of rehabilitation and reconstruction activities; and to channel resources to the affected disaster areas. This organization will coordinate within the Government of Peru the proposed uses of funds in the Special Account; review and approve a written description for each proposed use; and, until AID agrees otherwise with the organization in writing, obtain AID's approval of these subprojects.

(3) The Government of Peru, within 30 days of the effective date of this note, will inform A.I.D. of the organization it has designated for these purposes and the name of the person authorized to approve releases of the proceeds, and will submit to A.I.D. a plan, satisfactory in form and substance to A.I.D., for the maintenance of value of the proceeds while in the Special Account. The Government of Peru agrees to provide A.I.D. monthly statements of the status of the Special Account which show the balance at the beginning

of the period, deposits and other additions to the Account and individual disbursements from the Account during the period, and the ending balance. The first such statement will be submitted at the end of the first full month after establishment of the Account.

(4) The Government of Peru agrees to establish a set of systems to monitor critical variables in the disaster assistance process and help guide resource allocation decisions: consumer prices for food; nutritional status of the population, especially in southern drought zones; migration patterns in both seeding and receiving areas; and physical progress of rehabilitation and reconstruction activities, by subproject, so as to permit periodic reports to Government of Peru decision makers, to the Peruvian press and general public, and to organizations and countries offering assistance. The Government of Peru agrees to provide monthly reports to AID, on the information collected by these four monitoring systems. The first report will also include a description of both the steps undertaken to establish these systems and the structure and functioning of these systems."

In Part II, PARTICULAR PROVISIONS, Item VI, ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO IMPORTING COUNTRY ARE TO BE USED, add the following:

"(E) The following eligibility criteria will be applied to the proposed uses of the proceeds to be generated under this note:

1. Emergency relief - medicines; food; temporary shelter; potable water; and other essential public services.
2. Rehabilitation and Reconstruction - repair and reconstruction of public infrastructure; housing; and agricultural infrastructure, inputs, and distribution systems.
3. Execution of priority projects related to the disaster but not physically located in the disaster area - bridges to get out additional agricultural production from jungle areas; upgrade limited port, storage, and transportation facilities for food imports; road improvements; supplementary planting of potatoes to produce seed; etc.
4. Activities that put people back to work in areas affected by the disaster and that reactivate the agricultural sector in these areas.
5. Similar activities carried out with the cooperation of Voluntary Agencies."

All other terms and conditions of the March 29, 1983 Agreement remain unchanged.

If the foregoing is acceptable to your Government, I propose that this note, together with your reply thereto, constitute an Agreement between our two Governments, effective on the date of your note in reply.

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

Frank V. Ortiz

The Peruvian Acting Minister of Foreign Relations to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

RE-N° (CTF): 6-3/63

Lima, 18 de julio de 1983

Señor Embajador:

Tengo a honra acusar recibo de su atenta Nota N° 542, fechada el día 18 de julio de 1983, que dice lo siguiente:

"Tengo el honor de hacer referencia al Convenio para la Venta de Productos Agrícolas suscrito el 29 de marzo de 1983, por representantes de nuestros dos Gobiernos, y de proponer que dicho Convenio sea enmendado como sigue:

En la Parte II, CONDICIONES PARTICULARES, Item I, TABLA DE PRODUCTOS, efectuar los siguientes cambios:

A. En el renglón titulado "Arroz", bajo los encabezamientos apropiados, elimínase lo siguiente: "36,000 - 10.0" y en su lugar insértese lo siguiente: "54,000-15.5".

B. Bajo los encabezamientos apropiados, insértese un renglón adicional que diga lo siguiente: "Aceites Vegetales Comestibles - 1983 - 10,000 - 5.0".

C. En el renglón titulado "Total" elimínase lo siguiente: "20.0" y en su lugar insértese lo siguiente: "30.5".

En la Parte II, CONDICIONES PARTICULARES, Item III, TABLA DE COMERCIALIZACION USUAL, efectuar el siguiente cambio:

Bajo los encabezamientos apropiados, insértese un renglón adicional que diga lo siguiente: "Aceites Vegetales Comestibles - 1983 - 19,000".

Al Excelentísimo señor
Frank V. Ortiz,
Embajador Extraordinario
y Plenipotenciario de los
Estados Unidos de América.

C I U D A D.-

En la Parte II, CONDICIONES PARTICULARES, Item IV, LIMITACIONES DE EXPORTACION, efectuar el siguiente cambio:

En el Item IV B, Productos a los cuales se Aplican las Restricciones de Exportación, a continuación de las palabras "con cáscara, descascarado o pilado", cambiar el punto por punto y coma en la versión en español y en ambas versiones agregar "y para aceites vegetales comestibles - todos los aceites vegetales comestibles, incluyendo aceite de maní, aceite de soya, aceite de semilla de algodón, aceite de girasol, aceite de ajonjolí, aceite de colza y cualesquier aceites vegetales comestibles o semillas oleíferas, las cuales son utilizadas en la producción de estos aceites".

En la Parte II, CONDICIONES PARTICULARES, Item V, MEDIDAS DE AUTOAYUDA, agregar lo siguiente:

"(E) (1) El Gobierno del Perú conviene en depositar en una Cuenta Especial los ingresos acumulados de la venta de aproximadamente 18,000 TM de arroz y de 10,000 TM de aceites vegetales comestibles, materia de esta Nota Diplomática, que se utilizarán exclusivamente para actividades de emergencia para rehabilitación y reconstrucción por motivo del desastre. Para fines de este párrafo, el término "ingresos" significa el valor más alto del valor CIF, o el precio de mayorista de ENCI/ECASA para cada producto, materia de esta Nota Diplomática. La contabilidad para los ingresos se llevará por separado y a parte de cualesquier otros fondos que posea el Gobierno del Perú. El Gobierno del Perú venderá estos productos antes de vender otros productos del mismo tipo o similares que posea y hará que los ingresos sean depositados en la Cuenta Especial lo más pronto posible y bajo ninguna circunstancia posterior a cinco días útiles después de que ENCI/ECASA haya vendido tales productos. La Cuenta Especial estará organizada y administrada de tal forma que se pueda mantener el valor real de sus recursos hasta que los mismos sean desembolsados para actividades de desastre aprobadas.

(2) El Gobierno del Perú también designará una organización para determinar prioridades; coordinar y asignar los usos de los ingresos; supervisar la implementación de las actividades de rehabilitación y reconstrucción; y canalizar recursos a las zonas afectadas por los desastres. Esta organización coordinará dentro del Gobierno del Perú los usos propuestos de los fondos de la Cuenta Especial; revisará y aprobará una descripción por escrito para cada uso propuesto; y, hasta que la A.I.D. acuerde lo contrario por escrito con la organización obtendrá la aprobación de la A.I.D. para estos sub proyectos.

(3) El Gobierno del Perú, dentro del período de treinta días de la fecha efectiva de esta Nota, informará a la A.I.D. sobre la organización designada para estos fines y el nombre de la persona autorizada para aprobar los desembolsos de los ingresos y remitirá al A.I.D. un plan, satisfactorio en forma y sustancia a la A.I.D. , para el mantenimiento del valor de los ingresos mientras estén en la Cuenta Especial. El Gobierno del Perú conviene en presentar a la A.I.D. rendiciones mensuales del estado de la Cuenta Especial que muestre el balance a la apertura del período, depósitos y otras adiciones a la Cuenta, desembolsos individuales de la Cuenta durante ese período, y el balance al cierre del mismo. La primera de estas rendiciones se remitirá al cierre del primer mes completo después del establecimiento de la Cuenta.

(4) El Gobierno del Perú conviene en proceder con una serie de sistemas para realizar el seguimiento de variables criticas en el proceso de asistencia para el desastre y para que ayuden a orientar las decisiones respecto a la asignación de recursos: precio del consumidor por alimentos; estado nutricional de la población, especialmente en las zonas del sur afectadas por la sequía; patrones de migración tanto para las áreas que envían como para las que reciban; y progreso físico de las actividades de rehabilitación y reconstrucción, por subproyecto, de manera de permitir informes periódicos a las personas encargadas de las decisiones del Gobierno del Perú, a la prensa peruana y público en general, y a organismos y países que ofrecen su colaboración. El Gobierno del Perú conviene en presentar informes mensuales, empezando a más tardar el 1°de setiembre de 1983, sobre la información colectada por estos cuatro sistemas de monitoreo. El primer informe incluirá también una descripción de las medidas tomadas para el establecimiento de estos sistemas y de la estructura y funcionamiento de estos sistemas."

En la Parte II, CONDICIONES PARTICULARES, Item VI, FINES DE DESARROLLO ECONOMICO PARA LOS CUALES SE DEBEN UTILIZAR LOS INGRESOS ACUMULADOS POR EL PAIS IMPORTADOR, agregar lo siguiente:

"(E) Los siguientes criterios de elegibilidad serán aplicados a los usos propuestos para los ingresos que se generarán como resultado de esta Nota:

1. Ayuda de Emergencia - medicinas; alimentos; vivienda temporal; agua potable; y otros servicios públicos esenciales.

2. Rehabilitación y Reconstrucción - reparación y reconstrucción de la infraestructura pública;

vivienda; e infraestructura, insumos y sistema de distribución agrícolas.

3. Ejecución de proyectos prioritarios ralacionados con los desastres, aunque no se encuentren físicamente en el área de desastre - aquellos puentes para trasladar producción agrícola adicional de la ceja de selva y de la selva; mejoras limitadas en los puertos, almacenaje, e infraestructura de transporte para importación de alimentos; mejora de carreteras; sembrío suplementario de papas para producir semillas; etc.

4. Actividades para reemplear personal en las áreas afectadas por los desastres y reactivar al sector agrícola en esas áreas.

5. Actividades similares llevadas a cabo con la cooperación de agencias voluntarias."

Todos los demás términos y condiciones del convenio del 29 de marzo de 1983, permanecen inalterables.

Si su Gobierno está de acuerdo con estas sugerencias tengo el honor de proponer que esta Nota y la respuesta de su Excelencia a este efecto, constituyan un acuerdo entre nuestros dos Gobiernos, acuerdo que entrará en vigencia en la fecha de su Nota de respuesta.

Acepte, su Excelencia, las renovadas seguridades de mi más alta consideración."

Tengo el honor de confirmar el entendimiento antes mencionado por parte del Gobierno de la República del Perú.

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

TRANSLATION

MINISTRY OF FOREIGN RELATIONS

RE No. (CTF): 6-3/63

Lima, July 18, 1983

Mr. Ambassador:

I have the honor to acknowledge receipt of your note No. 542 dated July 18, 1983, which reads as follows:

[For the English language text, see pp. 656-661.]

I have the honor to confirm the aforementioned agreement on behalf of the Government of the Republic of Peru.

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

Patricio Ricketts

His Excellency
Frank V. Ortiz,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Lima.

EGYPT

Tourism

Agreement signed at Cairo February 21, 1983;
Entered into force August 16, 1983.

78-500 O—92——22

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA
AND THE ARAB REPUBLIC OF EGYPT
ON THE DEVELOPMENT AND FACILITATION OF TOURISM

The Government of the United States of America and the Government of the Arab Republic of Egypt, considering that close ties exist between the United States of America and the Arab Republic of Egypt; believing that these ties should be preserved and strengthened; recognizing that tourism is an effective instrument for increasing mutual understanding and goodwill; recalling that the two parties entered into an agreement on principles of relations and cooperation on June 14, 1974, [1] pledging among other things, to make special efforts to increase tourism in both directions, and to amplify person-to-person contact among their citizens; noting that U.S. firms have invested in Egyptian tourism facilities; recognizing the importance of private sector investment and trained personnel to the tourism sector; believing that both countries retain a national interest in the facilitation of international tourism and in the elimination and reduction of barriers to trade in services, especially tourism; observing that both countries are members of the World Tourism Organization; and setting as their mutual objective the development of international tourism, and with the goal of promoting understanding, goodwill and closer relations between the people of the United States and the Arab Republic of Egypt; agree as follows:

ARTICLE I.

Facilitation of Tourism.

1. The parties, subject to their laws, shall facilitate within their respective territories the establishment and operation by the other party of official tourism and convention promotion offices. However, nothing in this provision shall obligate either party to open an official tourism promotion office in the territory of the other.

2. The parties shall work within the World Tourism Organization to develop, and encourage the adoption of, uniform standards and recommended practices which, if applied by governments, would facilitate international tourism.

ARTICLE II.

Education and Training.

1. The parties shall explore means to encourage training and education in the fields of tourism and travel management, such as possible financial assistance to improve hotel and travel skills in Egypt. The parties will discuss the possibility of programs in the field of manpower development and institutional arrangements for training teachers of travel and hotel personnel in priority areas.

[1] TIAS 7913; 25 UST 2359.

2. Each party shall encourage their respective nationals to take advantage of fellowships and scholarships in tourism and related fields which are offered by colleges, universities, and training centers of the other.

ARTICLE III.

Tourism Statistics and Research.

1. The parties shall endeavor to improve the reliability and comparability of statistics of tourism between the two countries. The parties shall maintain statistical series which meet the basic requirements for a common data base for international tourism statistics.

2. The parties agree that the guidelines on the collection and presentation of domestic and international tourism statistics established by the World Tourism Organization shall constitute the requirments for such a data base.

3. The parties shall encourage other countries to apply these guidelines to achieve international comparability of tourism statistics. The parties agree to assist one another in the field of data and data processing, research, and documentation concerning tourism and the hotel industry.

ARTICLE IV.

Exchange of Information.

The parties shall exchange information and develop cooperation in the following areas:

A. Investments and the development of new tourist areas.
B. Publicity and the promotion of tourism.
C. Publicity materials.
D. Conferences and congresses.
E. Production and projection of tourism publicity films and the use of radio and television.
F. International and national tourism activities.
G. Tourist complexes and hotels, and
H. Recreational activities.

ARTICLE V.

Consultation and Implementation.

1. The parties shall consult about the most appropriate methods of facilitating customs clearance of tourism equipment and supplies imported into their respective territories by the other party or its nationals.

2. The United States of America designates the U.S. Department of Commerce as its agency with primary responsibility for implementing this agreement for the United States.

3. The Government of Egypt designates the Ministry of Tourism as its agency with primary responsibility for implementing this agreement for the Arab Republic of Egypt.

4. An exchange of views will take place between these agencies, as needed, and at periodic intervals, in order to achieve close cooperation in all matters concerning this agreement.

5. The parties shall assist one another in matters of cooperation and effective participation in the World Tourism Organization.

6. They shall make efforts to develop further the cooperation between their appropriate agencies in international tourism organizations and travel associations.

ARTICLE VI.

Period of Effectiveness.

1. Each party shall inform the other by way of diplomatic note of the completion of the necessary legal requirments for the entry into force of the present agreement in its country. The agreement shall enter into force upon receipt of such notification by the second party. [1]

2. Upon entry into force, this agreement shall be valid for a period of five years and may be renewed automatically for additional periods of five years unless either party expresses objection in writing, through diplomatic channels three months prior to the expiration date.

ARTICLE VII.

Notification.

After ratification and entry into force, both parties agree to notify the Secretariat General of the World Tourism Organization of this agreement and any subsequent amendments.

Done in Cairo on this twenty-first day of February 1983 in two originals in the English and Arabic languages, both texts being equally authentic. In case of any discrepancy in interpretation, the English text shall prevail.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Peter McCoy
Undersecretary for Tourism
United States Department of Commerce

FOR THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

Tewfik Abdou Ismail
Minister of Tourism
Egyptian Ministry of Tourism

[1] Aug. 16, 1983.

وقع فى القاهره فى ٢١ /٢/ ١٩٨٣ من أصلين باللغتين العربيه والانجليزيه ويعتبر كلاهما صحيحا وفى حالة اختلاف فى تفسير نص هذه الاتفاقيه يتم الرجوع الى النص باللغه الانجليزيه .

عن حكومة جمهورية مصر العربيه

توفيق عبده اسماعيل
وزير السياحه والطيران المدنى

عن حكومة الولايات المتحده الامريكيه

بيتر ماكوى
وكيل الوزاره لشئون السياحه
وزارة التجاره الامريكيه

Peter McCoy

المـــادة (٥)

المشـاورات والتنفيـــذ :

١ ـ يقوم الجانبان بالتشاور حول أنسب الوسائل لتسهيل الافراج الجمركى للمواد والمعدات السياحية التى يتم استيرادها الى بلديهما بمعرفة الطرف الآخر أو مواطنيه ٠

٢ ـ تفوض الولايات المتحدة الأمريكية وزارة التجارة كوكيل عنها ذو مسئولية أساسية لتنفيـــذ هذه الاتفاقيـــة ٠

٣ ـ تفوض حكومة مصر وزارة السياحة كوكيل عـنها ذو مسئولية أساسية لتنفيذ هذه الاتفاقيـة

٤ ـ يتم تبادل وجهات النظر بين هاتين الوكالتين كلما احتاج الأمر وفى فترات دوريـــــة من أجل تحقيق التعاون الوثيق فى جميع المسائل المتعلقة بهذه الاتفاقية ٠

٥ ـ يقوم الجانبان بمعاونة بعضهما البعض فى مسائل التعاون والمشاركـة الفعالة فـــى منظمة السياحة العالميـة ٠

٦ ـ يقومان ببذل الجهود لتحقيق مزيد من التعاون بين وكالاتهما المختصة فى المنظمـــات السياحية الدولية وجمعيات المســـــفر ٠

المـــادة (٦)

فترة سريان الاتفاق :

١ ـ يقوم كل جانب باخطار الجانب الاخر بمذكرة دبلوماسية باتمام المتطلبات القانونية اللازمة لبدء تنفيذ الاتفاق الحالى فى بلاده ٠ هذا الاتفاق يبدأ العمل به فور تلقى هـــذه المذكرة من الجانب الآخر ٠

٢ ـ بدخول هذا الاتفاق حيز التنفيذ يستمر العمل به لمدة خمس سنوات ويمكن ان يتجـدد تلقائيا لفترات اضافية من خمس سنوات ما لم يبدى الطرف الآخر اعتراضه بذلك كـتابـــة عـن طريق القنوات الدبلوماسية قبل ثلاث شهور من تاريخ الانتهاء ٠

المـــادة (٧)

بيـــان :

بعد التصديق وبدء العمل بهذا الاتفاق يوافق الطرفان على ابلاغ السكرتارية العامـة لمنظمة السياحة العالمية بهذا الاتفاق وأية تعديلات أخرى لاحقـــة ٠

المـادة (٢)

التعليم والتدريب السياحي :

١ ـ يقوم الجانبان باستكشاف الوسائل لتشجيع التدريب والتعليم فى مجالات السياحة والسفر مثل امكانية المساعدة المالية لتحسين المهارات الفنية فى السياحة والفندقة فى مصر • يقوم الجانبان بمناقشة امكانية اعداد برامج تدريبية فى مجال تنمية القوى العاملة واعداد المعاهد لتدريب مدرسى السياحة والفندقة حسب الاولويات •

٢ ـ يقوم كل من الجانبين بتشجيع مواطنى بلد يهما للاستفادة من المنح والدراسات الخاصة بالسياحة والمجالات الاخرى المتعلقة بها التى تقدمها الكليات والجامعات ومراكز التدريب فى البلد الآخر •

المـادة (٣)

الاحصاءات والبحوث السياحية

١ ـ يقوم الجانبان بمحاولة تحسين مدى دقة الاحصاءات السياحية ودرجة مقارنتها بين البلدين، ويقوم الجانبان بالاستمرار فى عمل سلاسل احصائية تتفق مع الاحتياجات الاساسية تصلح كقاعدة للبيانات العامة لاحصاءات السياحة الدولية •

٢ ـ يتفق الجانبان على أن الاسس الخاصة بجمع وتقديم احصاءات السياحة الدولية والمحلية والتى وضعتها منظمة السياحة العالمية • تكون اساسا لقاعدة البيانات المذكورة •

٣ ـ يقوم الجانبان بتشجيع الدول الاخرى لتطبيق هذه الاسس من أجل تحقيق مستوى دولى لمقارنة الاحصائيات السياحية • ويوافق الجانبان على معاونة بعضهما فى مجال البيانات السياحية واعدادها • وفى البحوث والوثائق الخاصة بصناعة السياحة والفنادق •

المـادة (٤)

تبادل المعلومات :

يقوم الجانبان بتبادل المعلومات وتنمية التعاون فى المجالات الآتية :

أ ـ استثمارات وتنمية مناطق سياحية جديدة •

ب ـ المواد الدعائية

جـ ـ المؤتمرات والاجتماعات

د ـ انتاج وعرض افلام الدعاية السياحية واستخدام الراديو والتليفزيون •

هـ ـ أنشطة السياحة الدولية والمحلية

و ـ المجمعات السياحية والفندقية

ز ـ الانشطة الترويجية •

اتفاق بين
جمهورية مصر العربية والولايات المتحدة الأمريكية
للتنمية والتسهيلات السياحية

ان حكومة جمهورية مصر العربية وحكومة الولايات المتحدة الأمريكية اخذين في الاعتبار الروابط الوثيقة القائمة بين جمهورية مصر العربية والولايات المتحدة الأمريكية ، اعتقادا منهما بضرورة الحفاظ على هذه الروابط وتقويتها ، اعترافا منهما ان السياحة اداة فعالة لزيادة التفاهم والصداقة المتبادلة ، ذاكرين ان الطرفين قد وقعا اتفاقا حول مبادىء العلاقات والتعاون في ١٤ يونيو ١٩٧٤ ، الذى تعهد فيه الطرفان ضمن أشياء اخرى القيام بمجهودات خاصة لزيادة حركة السياحة بينهما وتوسيع الاتصال الشخصى بين مواطنيهما ، ملاحظين أن المؤسسات الامريكية قد استثمرت في التسهيلات السياحية المصرية ، اعترافا بأهمية استثمار القطاع الخاص وتدريب العمالة في قطاع السياحة مقتنعين أن كلا البلدين لهما مصالح قومية لتسهيل السياحة الدولية وفي ازالة الحواجز التى تعوق حركة تبادل الخدمات وخاصة فى مجال السياحة أو الاقلال منها مدركين أن كلا البلدين أعضاء فى منظمة السياحة العالمية واضعين صوب أعينهم تنمية السياحة الدولية كغاية مشتركة وبهدف تنمية التفاهم والصداقة والعلاقات الوثيقة بين شعبى جمهورية مصر العربية والولايات المتحدة الأمريكية ـ قد اتفقتا على الآتى :

المادة (١)

التسهيلات السياحية :

١ ـ يقدم الطرفان تسهيلات لاقامة وتشغيل مكاتب السياحة الرسمية وتنشيط المؤتمرات الخاصة بالجانب الاخر وفقا للقوانين المعمول بها فى بلديهما . ومع ذلك فلا تعنى هذه المادة الزام أى من الجانبين بأن ينشىء مكتبا رسميا لتنشيط السياحة فى البلد الاخر .

٢ ـ يقوم الطرفان بالعمل من خلال منظمة السياحة العالمية لتنمية وتشجيع تبنى معايير موحدة ووسائل متفق عليها ، التى عند تطبيقها بمعرفة الحكومات تؤدى الى تسهيل السياحة الدولية .

SRI LANKA

Telecommunications: Facilities of Radio Ceylon

Agreement extending the agreement of May 12 and 14, 1951, as amended and extended.
Effected by exchange of notes
Signed at Colombo March 23 and April 5, 1983;
Entered into force April 5, 1983.

The American Ambassador to the Sri Lankan Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Colombo, Sri Lanka

March 23, 1983

Mr. Minister:

I have the honor to refer to the Notes exchanged between the Government of the United States of America and the Government of Sri Lanka dated May 12, 1951, and May 14, 1951,[1] concerning the installation by the Government of the United States of America certain radio transmission and associated equipment for use by Radio Ceylon for the broadcast of "Voice of America" programs over Radio Ceylon. I refer also to the extensions of that agreement provided for in the Notes exchanged between the Government of the United States of America and the Government of Sri Lanka dated July 14, 1954, and August 23, 1954, and to the further extensions and modifications contained in the Notes exchanged between the Government of the United States of America and the Government of Sri Lanka dated April 30, 1962, April 26, 1971, May 19 and October 1, 1976, April 9 and April 16, 1981, and April 21 and May 10, 1982.[2]

The Honorable

A. C. S. Hameed,

Minister of Foreign Affairs

of the Democratic Socialist

Republic of Sri Lanka.

[1] TIAS 2259; 2 UST 1041.
[2] TIAS 4436, 5037, 7126, 8414, 10319; 11 UST 229; 13 UST 972; 22 UST 691; 27 UST 3982; 33 UST 4497.

I have the honor to propose that the current agreement, which expires on May 14, 1983, be extended for one year until May 14, 1984.

If the foregoing proposal is agreeable to the Government of Sri Lanka, the Government of the United States of America proposes 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 Note in reply.

Please accept the renewed assurances of my highest consideration.

John H. Reed [1]

[1] John H. Reed.

The Sri Lankan Acting Minister of Foreign Affairs to the American Ambassador

MINISTER OF FOREIGN AFFAIRS

SRI LANKA

5 APRIL, 1983

EXCELLENCY,

I have the honour to acknowledge receipt of your Note to Hon. Mr. A.C.S. Hameed dated 23 March 1983, the text of which is as follows:

[For the text of the U.S. note, see pp. 676–677.]

The proposals contained in your Note are acceptable to my Government. I have noted that your Note, together with this Note in reply, concurring therein, shall 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.

T FERNANDO
Tyronne Fernando
Acting Minister
of Foreign Affairs

His Excellency JOHN H. REED,
Ambassador of the United States
of America in Sri Lanka.

FRANCE

Shipping: Louisiana Offshore Oil Port

Agreement effected by exchange of notes
Signed at Washington March 24 and April 6, 1983;
Entered into force April 6, 1983.

The French Ambassador to the Assistant Secretary of State for Economic and Business Affairs

Ambassade de France
aux Etats-Unis

L'Ambassadeur

Le 24 mars 1983

Monsieur le Secrétaire d'Etat adjoint,

A la suite des entretiens qui se sont déroulés entre des représentants de nos deux Gouvernements au sujet du port en eaux profondes Louisiana off-shore oil port (Loop Inc.) situé au large des eaux territoriales des Etats-Unis et au sujet des dispositions du Deepwater Port Act de 1974 qui régissent la juridiction dudit port, j'ai l'honneur, d'ordre de mon Gouvernement, de vous proposer ce qui suit :

Les navires battant pavillon français qui utiliseront le Louisiana off-shore oil port seront, de même que les personnes qui se trouvent à bord, soumis à la juridiction des Etats-Unis, dès lors qu'ils seront à l'intérieur de la zone de sécurité de ce port en eaux profondes, dans la même mesure que lorsqu'ils sont dans un port américain.

Cette disposition ne sera pas applicable aux navires battant pavillon français qui n'utilisent pas le Louisiana off-shore oil port et sont en simple transit dans la zone de sécurité.

Je vous serais obligé de me faire savoir si les dispositions qui précèdent recueillent l'agrément de votre Gouvernement. Dans ce cas, la présente lettre et sa note annexe ainsi que votre réponse, constitueront un accord entre nos deux Gouvernements qui entrera en vigueur à la date de votre réponse et auquel il pourra être mis fin, avec un préavis de six mois, par une notification écrite de l'une ou de l'autre Partie.

Je vous prie d'agréer, Monsieur le Secrétaire d'Etat adjoint, l'assurance de ma haute considération.

Bernard VERNIER-PALLIEZ

Monsieur Richard T. McCORMACK
Secrétaire d'Etat adjoint
pour les Affaires Economiques et Commerciales
Département d'Etat
WASHINGTON D.C.

ANNEXE

L'Echange de Lettres franco-américain sur le Louisiana off-shore oil port (Loop Inc.) est fait sans préjudice de la position du Gouvernement français en ce qui concerne le Droit de la Mer.

The Assistant Secretary of State for Economic and Business Affairs to the French Ambassador

United States Department of State

Washington, D.C. 20520

- 6 APR 1983

Excellency,

I have the honor to acknowledge receipt of your letter of March 24, 1983, the terms of which are as follows:

"Following the discussions that have taken place between representatives of our two Governments regarding the Louisiana Offshore Oil Port (LOOP, Inc.) located beyond United States territorial waters, and the provisions of the Deepwater Port Act of 1974,[1] governing the jurisdiction of this deepwater port, I have the honor, on instructions of my Government, to propose the following.

"Vessels flying the French flag and utilizing the Louisiana Offshore Oil Port, and the persons on board such vessels, shall be subject to the jurisdiction of the United States whenever they are within the safety zone of this deepwater port, on the same basis as when they are in an American port.

"This provision shall not apply to vessels flying the French flag which do not utilize the Louisiana Offshore Oil Port or are merely passing through the safety zone.

"I would be grateful if you would inform me whether the foregoing is acceptable to your Government. In the affirmative, this letter, its annex, and your reply shall constitute an agreement between our two Governments which will enter into force on the date of your reply and which may be terminated by either party upon six month's prior written notification.

"Please accept the assurance, Mr. Assistant Secretary, of my highest consideration.

"Annex: The exchange of letters between France and the United States on the Louisiana Offshore Oil Port (LOOP, Inc.) is effected without prejudice to the position of the French Government with respect to the Law of the Sea."

His Excellency
Bernard Vernier-Palliez,
Ambassador of France.

[1] 88 Stat. 2126; 33 U.S.C. § 1501 *et seq.*

I have the honor to state that the Department of State agrees to this arrangement and will regard your letter and annex and this reply as constituting an agreement between our respective governments on these matters.

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

Richard T. McCormack
Assistant Secretary for
Economic and Business Affairs

SOCIALIST REPUBLIC OF ROMANIA

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Bucharest March 10, 1983;
Entered into force April 22, 1983.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE SOCIALIST REPUBLIC OF ROMANIA
REGARDING THE CONSOLIDATION AND RESCHEDULING OF
CERTAIN DEBTS OWED TO, GUARANTEED OR INSURED
BY THE UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (The "United States") and the Socialist Republic of Romania ("Romania") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Romania's Debts, signed at Paris on July 28, 1982 by representatives of certain nations, including the United States, and agreed to by the representative of Romania, and annexed hereto as Annex D, the United States and Romania hereby agree to consolidate and reschedule certain Romanian payments with respect to debts which are owed to, guaranteed by or insured by Agencies of the United States Government, as provided for in this Agreement.

2. This Agreement shall be implemented by separate agreements (the "Implementing Agreements") between Romania and the Export-Import Bank of the United States, and between Romania and the Commodity Credit Corporation, annexed hereto as Annexes E and F respectively.[1]

[1] Not printed.

ARTICLE II

Definitions

1. "Contracts" means those agreements or other financial arrangements, listed in Annex A, which have U.S. dollar denominated maturities originally falling due during the period January 1, 1982 through December 31, 1982, and which relate to loans or commercial credits extended, guaranteed or insured by Agencies of the United States Government, which loans or commercial credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1982.

2. "Debt" means the sum of principal and interest, including late charges, with respect to the Contracts falling due between January 1, 1982 and December 31, 1982, inclusive, and not paid, and payments of principal and interest, including late charges, with respect to such Contracts originally due, and not paid, as of December 31, 1981. It is understood that, for Debt which is guaranteed by the Commodity Credit Corporation, this Agreement will apply only to that portion of such payments of principal and interest which is covered by a payment guarantee.

3. "Consolidated Debt" means eighty percent of the United States dollar amount of the Debt. "Non-consolidated Debt" means the remaining twenty percent of the Debt.

4. "Interest" means interest on (a) Debt due and payable in accordance with the terms of the Implementing Agreements set forth in Annexes E and F to this agreement and (b) any due and unpaid installments of Interest accruing thereon.

5. "Agencies" mean the Export-Import Bank of the United States and the Commodity Credit Corporation.

6. "Business Day" means a day on which the Federal Reserve Bank of New York is open for business.

7. "Interest Payment Date(s)" means June 30 and December 31 of each year provided that in the event an Interest Payment Date is not a Business Day, then the next Business Day after June 30 and December 31, as the case may be, shall be the Interest Payment Date.

8. "Interest Period" means the six-month period ending on each Interest Payment Date.

ARTICLE III

Terms and Conditions of Payment

1. Romania agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Consolidated Debt, which amounts to approximately $46.7 million, shall be repaid in seven equal and consecutive semi-annual installments of approximately $6.7 million, plus Interest. Principal payments are payable on each June 30 and December 31, commencing on December 31, 1985, with the final installment payable on December 31, 1988.

(b) For the Export-Import Bank of the United States, the rate of Interest on Consolidated Debt and on any due but unpaid Interest accruing thereon for each Interest Period, shall be determined by the Export-Import Bank prior to such Interest Period and notified to Romania and shall be equal to the per annum rate of Interest fixed from time to time for new Eximbank borrowings, which is in effect on the last Business Day of the preceding Interest Period; provided, however, that the interest rate payable on the Interest accruing during the Interest Period comprising the first six months of calendar year 1982 shall be 12.878 percent per annum and the interest rate payable on the Interest accruing during the Interest Period comprising the last six months of calendar year 1982 shall be 13.624 percent per annum.

(c) For the Commodity Credit Corporation the rate of Interest on Consolidated Debt shall be determined on an annual basis and will be based on the appropriate rate which reflects the cost of borrowing by the Corporation. For Interest accruing in calendar year 1982 the rate shall be 14.5 percent per annum. For Interest accruing in calendar year 1983 and in subsequent years, the Commodity Credit Corporation shall notify Romania of the applicable rate no more than thirty days after the beginning of such calendar year. For any due but unpaid amounts of Consolidated Debt and any due but unpaid Interest thereon, the rate of Interest will be the same rate as that specified in this paragraph plus 3 percent.

(d) All Interest with respect to the Consolidated Debt shall begin to accrue at the interest rate specified in Article III 1(b) or (c), as the case may be, from the respective due dates specified in each of the Contracts for each originally scheduled payment of the Consolidated Debt, and shall continue to accrue at such interest rate on the outstanding balance of the Consolidated Debt, including any due but unpaid installments of the Consolidated Debt, until such outstanding balances are repaid in full, provided that Interest on the Consolidated Debt guaranteed by the Commodity Credit Corporation shall begin to accrue from the date the corporation makes payment. All

Interest shall be payable semi-annually on the Interest Payment Dates commencing on June 30, 1983. Interest shall also begin to accrue at the above interest rates on due but unpaid installments of Interest, on the respective due dates for such Interest installments as established hereby and shall continue until such amounts are paid in full.

(e) A table summarizing the amounts of the Consolidated Debt owed to the United States and its Agencies is attached hereto as Annex B.

2. Romania agrees to repay the Non-consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) Payment of Non-consolidated Debt which amounts to approximately $11.7 million, plus interest, will be made in accordance with the schedules of principal and interest rates in the Contracts, provided that payments of Non-consolidated Debt, due but unpaid as of July 28, 1982, plus Interest, will be made one month after the date of this Agreement and in any case prior to December 31, 1982.

(b) For the Export-Import Bank of the United States, the rate of Interest on the Non-consolidated Debt, due but unpaid as of July 28, 1982, shall be determined as

set forth in Article III(1)(b) of this Agreement. All Interest with respect to Non-consolidated Debt, due but unpaid as of July 28, 1982, shall begin to accrue from the respective due dates specified in each of the Contracts for each originally scheduled payment of such Non-Consolidated Debt and shall continue to accrue at the interest rate specified herein on the outstanding balance of such Non-consolidated Debt, including any due but unpaid installments of such Non-consolidated Debt, until such outstanding balances are repaid in full.

(c) For the Commodity Credit Corporation, the rate of interest on due but unpaid installments of Non-consolidated Debt which is guaranteed by the Commodity Credit Corporation, and on any due but unpaid Interest thereon, shall be the same as the rate of Interest established by the Commodity Credit Corporation under the provisions contained in Article III(1)(c) of this Agreement. The rate of Interest on due but unpaid installments of Non-consolidated Debt due the Commodity Credit Corporation for direct credits shall be the same as the rates established in the Contracts. Interest with respect to Non-consolidated Debt due for direct credits shall begin to accrue from the original due dates specified in the contracts. Interest with respect to Non-consolidated Debt guaranteed

by the Commodity Credit Corporation shall begin to accrue from the date the Corporation makes payment. All interest shall continue to accrue at the interest rate specified herein on the balance of such Non-consolidated Debt, including any due but unpaid installments of such Non-consolidated Debt, until such outstanding balances are repaid in full.

(d) A table summarizing the amounts of Non-consolidated Debt owed to the United States Government agencies is attached hereto as Annex C.

3. It is understood that adjustments may be made, as necessary, in the amounts of Consolidated and Non-consolidated Debt pursuant to annexes E and F of this Agreement.

ARTICLE IV

GENERAL PROVISIONS

1. Romania agrees to grant to the Agencies, and to any other creditor which is party to a Contract, treatment no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.

2. Romania agrees to grant the Agencies, and to any other creditor which is party to a Contract, treatment comparable to

that which may be accorded to any private creditor of Romania for the rescheduling or refinancing of debt with terms and maturities comparable to the terms and maturities of the debts covered by the Minute.

3. Except to the extent inconsistent with the Implementing Agreements set forth in Annexes E and F to this Agreement, all terms of the Contracts remain unchanged.

ARTICLE V

Entry Into Force

1. This Agreement shall enter into force upon receipt by Romania of written notice from the United States Government that all necessary domestic legal requirements for entry into force of this Agreement have been fulfilled.[1]

Done at Bucharest, in duplicate, this tenth day of March, 1983.

[2] [3]

FOR THE UNITED STATES OF AMERICA FOR THE SOCIALIST REPUBLIC OF ROMANIA

1 Apr. 22, 1983.
2 David B. Funderburk.
3 Petre Gigea.

Annex A

Contracts Subject to Rescheduling

Export-Import Bank
Loan Numbers

4484	6424	20676	20986
4503	6458	20709	21003
4537	6534	20710	21065
4537A	6558	20878	21145
4781	6600	20883	21195
5379	7022	20929	6712-1
6209	14273	20930	6712-1-A
6367	20060	20931	6711-1
	20514	20966	6711-2
			6711-3
			6711-4

Commodity Credit Corporation
Export Credit Sales Agreement and Export
Credit Guarantee Agreements

GSM-5-21866
GSM-5-21864
GSM-5-21859
GSM-5-21763
GSM-5-21732
GSM-5-23022
GSM-5-23061
GSM-5-22966
GSM-5-22909
GSM-5-22910
GSM-5-21707
GSM-5-23200

GSM-102-815
GSM-102-1125
GSM-102-1157
GSM-102-1169
GSM-102-1170
GSM-102-1243

Annex B

Summary of Consolidated Debt*
(thousands of U.S. dollars)

Export-Import Bank	17,293
Commodity Credit Corporation	29,411
TOTAL	46,704

*Data are rounded and subject to revision per Article III, paragraph 3. [Footnote in the original.]

Annex C

Summary of Non-consolidated Debt*
(thousands of U.S. dollars)

Export-Import Bank	4,323
Commodity Credit Corporation	7,353
TOTAL	11,676

*Data are rounded and subject to revision per Article III, paragraph 3. [Footnote in the original.]

Annex D

AGREED MINUTE
ON THE CONSOLIDATION OF THE DEBT
OF THE SOCIALIST REPUBLIC OF ROMANIA

I. PREAMBLE.

1. The representatives of the Governments of Austria, Belgium, Canada, Finland, France, the Federal Republic of Germany, Italy, Japan, the Netherlands, Norway, Spain, Sweden, Switzerland, the United Kingdom and the United States of America, hereinafter referred to as "Participating Creditor Countries", met in Paris on July 8 and 9, 1982 with representatives of the Government of the Socialist Republic of Romania in order to examine the request for alleviation of that country's external debt service obligation. Observers of the Governments of Australia and Denmark, the International Monetary Fund, the International Bank for Reconstruction and Development, the Commission of the European Communities and the Organisation for Economic Cooperation and Development also attended the meeting.

2. The Delegation of Romania outlined the serious economic and financial difficulties faced by their country and the strong determination of their Government to reduce the economic and financial imbalances and to reach the targets of the program underlying the stand-by arrangement with the International Monetary Fund.

3. The representatives of the International Monetary Fund described the economic situation of Romania and the major elements of the program of adjustment undertaken by the Government of Romania and supported by the stand-by arrangement with the International Monetary Fund approved by the Executive Board of the Fund on June 21, 1982. This arrangement, applying to the period ending June 20, 1983, involves specific commitments in both the economic and financial fields.

4. The representatives of the Governments of the participating creditor countries took note of the measures of adjustment set forth in the economic and financial program undertaken by the Government of Romania and stressed the importance they attach to the continuing and full implementation of this program, in particular the revitalization of the productive sector of the economy and the improvement of public finances and foreign exchange management.

II. RECOMMENDATIONS ON TERMS OF THE REORGANIZATION.

Mindful of the serious payments difficulties faced by the Socialist Republic of Romania, the representatives of the participating creditor countries agreed to recommend to their Governments or appropriate institutions that they provide, through rescheduling or refinancing, debt relief on the following terms :

1. Debts concerned.

The debt service (the "debts") to which this reorganization will apply is that resulting from :

a) commercial credits guaranteed or insured by the Governments of the participating creditor countries or their appropriate institutions, having an original maturity of more than one year pursuant to a contract or other financial arrangement concluded before January 1, 1982.

b) loans from Governments or appropriate institutions of the participating creditor countries, having an original maturity of more than one year pursuant to an agreement concluded before January 1, 1982.

2. Terms of the consolidation.

The debt relief will apply as follows :

a) - 80 % of the principal and interest payments originally due and not paid as of December 31, 1981, on credits and Government loans referred to in paragraph 1 above, and

- 80 % of the amounts in principal and interest due from January 1, 1982 up to December 31, 1982 inclusive, and not paid, on loans and credits mentioned in paragraph 1 above,

will be rescheduled or refinanced.

b) Repayment by the Government of the Socialist Republic of Romania of the corresponding sums will be made in 7 equal and successive semi-annual payments, the first payment to be made on December 31, 1985 (end of the grace period) and the final payment to be made on December 31, 1988 (end of the repayment period).

c) The remaining 20 % of principal and interest will be paid according to the original payment schedule. As regards the remaining 20 % of principal and interest already due and unpaid, it will be paid one month after the date of the signature of the bilateral agreement and in any case before December 31, 1982.

3. Rate of interest.

The rate and the conditions of interest to be paid in respect of these financial arrangements will be determined bilaterally between the Government of the Socialist Republic of Romania and the Government or appropriate institutions of each participating creditor country on the basis of the appropriate market rate.

III. GENERAL RECOMMENDATIONS

1. In order to secure comparable treatment of public and private external creditors on their debts, the Romanian Delegation stated that their Government will seek to secure from external creditors, including banks and all CEMA financial institutions, rescheduling or refinancing arrangements on terms comparable to those set forth in this agreed minute for credits of comparable maturity, making sure to avoid inequity between different categories of creditors.

2. The Government of the Socialist Republic of Romania will accord to each of the participating creditor countries a treatment no less favourable than that which it may accord to any other creditor for the consolidation of debts of a comparable term.

3. The Government of the Socialist Republic of Romania undertakes to negotiate promptly rescheduling or refinancing arrangements with all other creditors on debts of a comparable term.

4. The provisions set forth in this agreed minute do not apply to countries with respect to which debts falling due during the reorganization period are less than SDR 1 million. The payments owed to these countries should be made on the original due dates. Payments already due and not paid should be made as soon as possible and not later than September 30, 1982.

5. The participating creditor countries, noting that any previous creditor country reservations on this issue would be respected, agree to make available, upon the request of another participating creditor country, a copy of its bilateral agreement with the Government of the Socialist Republic of Romania which implements this agreed minute. The Government of the Socialist Republic of Romania acknowledges this arrangement.

6. Each of the participating creditor countries agrees to indicate to the Chairman of this creditor group the date of the signature of its bilateral agreement, the interest rates and the amounts of debts involved. The Government of the Socialist Republic of Romania acknowledges this arrangement.

7. The Government of the Socialist Republic of Romania will keep the Chairman of this creditor group informed of the content of its bilateral agreements with all creditors mentioned in paragraphs 1, 2 and 3 above. The President of the group will provide this information to participating countries upon request.

8. The government of the Socialist Republic of Romania undertakes to pay all debt service due and not paid, and owed to or guaranteed by the Government of the participating creditor countries or their appropriate institutions, and not covered by this agreed minute, as soon as possible, and in any case no later than September 30, 1982.

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IV. IMPLEMENTATION

The detailed arrangements for the rescheduling or refinancing of the debts will be determined by bilateral agreements to be concluded by the Government of each participating creditor country with the Government of the Socialist Republic of Romania on the basis of the following principles :

1. The Government of each participating creditor country will :

- refinance debts by placing new funds at disposal of the Government of the Socialist Republic of Romania at the same time and for the above mentioned percentage of payments on the debts due under existing payment schedules during the reorganization period,

or

- reschedule the corresponding payments.

2. All other matters involving the rescheduling or the refinancing of the debts will be set forth in the bilateral agreements which the Government of the Socialist Republic of Romania and the Governments of the participating creditor countries will seek to conclude with the least delay and as far as possible before the end of December 31, 1982.

3. The provisions on the present agreement will apply under the condition that the Government of the Socialist Republic of Romania continues to be authorised to make purchases under the arrangement from the Fund. For this purpose, the Government of the Socialist Republic of Romania agrees that the Fund informs the Chairman of this creditor group regarding the status of Romania's relations with the Fund.

4. In response to the request of the representatives of the Government of the Socialist Republic of Romania, the participating creditor countries agreed in principle to a meeting to consider the matter of Romania's debt service payment falling due after December 31, 1982 provided :

- That Romania continues to have an arrangement with the International Monetary Fund involving use of the Fund's resources subject to upper tranche conditionality.

- And that Romania has reached with banks and other creditors effective arrangements meeting the conditions described in the section III paragraphs 1, 2 and 3 above.

5. The representatives of the Governments of each of the participating creditor countries and of the Government of the Socialist Republic of Romania agreed to recommend to their respective Governments or appropriate institutions that they initiate bilateral negotiations at the earliest opportunity and conduct them on the basis of the principles set forth herein.

Done in Paris, this 28 th day of July 1982, in two versions, English and French,[1] both texts equally authentic.

The Chairman of the Paris Club

The Head of the Romanian Delegation

Delegation of Austria

Delegation of Japan

Delegation of Belgium

Delegation of the Nertherlands

Delegation of Canada

Delegation of Norway

Delegation of Finland

Delegation of Spain

Delegation of France

Delegation of Sweden

Delegation of the Federal Republic of Germany

Delegation of Switzerland

Delegation of Italy

Delegation of the United Kingdom

Delegation of the United States of America

1 Not printed.

MALAWI

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Lilongwe March 10, 1983;
Entered into force May 16, 1983.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF MALAWI
REGARDING THE CONSOLIDATION AND RESCHEDULING OF
CERTAIN DEBTS OWED TO, GUARANTEED OR INSURED BY
THE UNITED STATES GOVERNMENT AND ITS AGENCIES

The United States of America (The "United States") and the Republic of Malawi ("Malawi") agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of Malawi's Debt, signed at Paris on September 22, 1982, by representatives of certain creditor nations, including the United States, and by the representative of Malawi, hereinafter referred to as the "Minute", and annexed hereto as Annex D, the United States and Malawi hereby agree to consolidate and reschedule certain Malawian payments with respect to debts which are owed to, guaranteed by or insured by the United States Government or its agencies, as provided for in this Agreement.

2. This Agreement shall be implemented by a separate agreement (the "Implementing Agreement"), between Malawi and the United States Agency for International Development.

ARTICLE II

Definitions

1. "Contracts" means those agreements or other financial arrangements, listed in Annex A, which have U.S. dollar denominated maturities falling due during the period July 1, 1982 through June 30, 1983 and which relate to:

   (a) Commercial credits extended, guaranteed or insured by the United States of its Agencies, which credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1982.

   (b) Loans from the United States of its Agencies which had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1982.

2. "Debt" means the sum of principal, interest and fees with respect to the Contracts falling due between July 1, 1982 and June 30, 1983, inclusive, and not paid.

3. "Consolidated Debt" means eighty-five percent of the United States dollar amount of the Debt. "Non-consolidated Debt" means the remaining fifteen percent of the Debt.

4. "Interest" means interest on Debt due and payable in accordance with the terms of this Agreement and on any due and unpaid installments of Interest accruing thereon. Interest shall begin to accrue at the rate set forth in this Agreement on the respective due dates specified in each of the Contracts for each scheduled payment of Debt and shall continue to accrue on the outstanding balance of the Debt, including any due but unpaid installments of Debt, until such outstanding balance is repaid in full. Interest shall also begin to accrue at the rate set forth in this Agreement on due but unpaid installments of Interest, on the respective due dates for such Interest installments, as established by this Agreement, and shall continue to accrue until such amounts are repaid in full.

5. "Agencies" mean: the United States Agency for International Development.

ARTICLE III

Terms and Conditions of Payment

1. Malawi agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

   (a) The Consolidated Debt which amounts to approximately $455 thousand shall be repaid in ten equal and consecutive semi-annual installments of approximately $45,500 plus Interest. Principal payments are payable on each January 1 and July 1, commencing on January 1, 1987 with the final installment payable on July 1, 1991.

   (b) The rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be 3 percent per calendar year on the outstanding balance of such Debt, plus interest. All Interest payable with respect to the Consolidated Debt shall be payable semi-annually on January 1 and July 1 of each year, commencing on January 1, 1983.

(c) A table summarizing the amounts of the Consolidated Debt owed to the United States and its Agencies is attached hereto as Annex B.

2. Malawi agrees to repay the Non-consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Non-consolidated Debt which amounts to approximately $80,000 shall be repaid as follows: (1) 7.5 percent of the Debt, plus Interest, which amounts to approximately $40,000 plus Interest, shall be repaid according to the payment schedules contained in the Contracts; and (2) 7.5 percent of the Debt, plus Interest, shall be paid on June 30, 1984.

(b) The rate of Interest on that portion of the Non-consolidated Debt due according to the payment schedules contained in the Contracts and on any due but unpaid Interest accruing thereon shall be the rate of Interest specified in the respective Contracts.

(c) The rate of Interest on Non-Consolidated Debt due on June 30, 1984 and on any due but unpaid Interest thereon, shall be determined pursuant to Article III Paragraph 1(b) of this Agreement. All Interest payable with respect to such Non-Consolidated Debt shall be payable semi-annually on January 1 and July 1 of each year commencing on January 1, 1983.

(d) A table summarizing the amounts of Non-consolidated Debt owed to the United States Government agencies is attached hereto as Annex C.

3. It is understood that adjustment may be made, as necessary, in the amounts of Consolidated and Non-consolidated Debt by the Implementing Agreements.

ARTICLE IV

General Provisions

1. Malawi agrees to grant the United States, and to any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other

creditor country or its agencies for the rescheduling or refinancing of Debts covered by the Minute.

2. Except as they may be modified by this Agreement or the subsequent Implementing Agreements, all terms of the Contracts remain in full force and effect.

ARTICLE V

Entry Into Force

1. This Agreement shall enter into force upon signature of the Agreement and receipt by Malawi of written notice from the United States Government that all necessary domestic legal requirements for entry into force of this Agreement have been fulfilled [1]

Done at Lilongwe, Malawi in duplicate, this 10th day of March, 1983.

FOR THE UNITED STATES OF AMERICA

By: John A. Burroughs, Jr.

Title: Ambassador

FOR THE REPUBLIC OF MALAWI

By: L. Chakakala Chaziya

Title: Minister of Finance

[1] May 16, 1983. [Footnote added by the Department of State.]

ANNEX A

Contracts Subject to Rescheduling

Agency for International Development

Loan Number

612-H-001	612-H-004
612-H-002	612-W-005
612-H-002A	612-W-006
612-H-003	

ANNEX B

Summary of Consolidated Debt*
(thousands of U.S. dollars)

Agency for International Development	455

*Data are rounded and subject to revision per Article III, Paragraph 4.

ANNEX C

Summary of Non-Consolidated Debt*
(thousands of U.S. Dollars)

Agency for International Development	80

*Data are rounded and subject to revision per Article III, Paragraph 4.

AGREED MINUTE
ON THE CONSOLIDATION OF THE DEBT
OF THE REPUBLIC OF MALAWI

ANNEX D

I. PREAMBLE

1. The representatives of the Governments of the Federal Republic of Germany, Japan, South Africa, Sweden, the United Kingdom and the United States of America, hereinafter referred to as "Participating Creditor Countries", met in Paris on September 22, 1982 with representatives of the Government of the Republic of Malawi in order to examine the request for alleviation of that country's external debt service obligation. Observers of the Government of France, as well as of the International Monetary Fund, the International Bank for Reconstruction and Development, the Secretariat of the U.N.C.T.A.D., the Commission of the European Communities and the Organization for Economic Cooperation and Development also attended the meeting.

2. The Malawian Delegation outlined the serious economic and financial difficulties faced by their country and the strong determination of their Government to reduce the economic and financial imbalances and to reach the targets of the program underlying the stand-by arrangement with the International Monetary Fund.

3. The representatives of the International Monetary Fund described the economic situation of Malawi and the major elements of the program of adjustment undertaken by the Government of Malawi and supported by the stand-by arrangement with the International Monetary Fund approved by the Executive Board of the Fund on August 6, 1982. This arrangement, applying to the period ending on August 5, 1983, involves specific commitments in both the economic and financial fields.

4. The representatives of the Governments of the participating creditor countries took note of the measures of adjustment set forth in the economic and financial program undertaken by the Government of Malawi and stressed the importance they attach to the continuing and full implementation of this program, in particular the revitalization of the productive sector of the economy and the improvement of public finances and foreign exchange management.

II. RECOMMENDATIONS ON TERMS OF THE REORGANIZATION.

Mindful of the serious payments difficulties faced by the Republic of Malawi, the representatives of the participating creditor countries agreed to recommend to their Governments or

appropriate institutions that they provide, through rescheduling or refinancing, debt relief on the following terms:

1. Debts concerned.

The debt service (the "debts") to which this reorganization will apply is that resulting from:

a) commerical credits guaranteed or insured by the Governments of the participating creditor countries or their appropriate institutions, having an original maturity of more than one year pursuant to a contract or other financial arrangement concluded before January 1, 1982.

b) loans from Governments or appropriate institutions of the participating creditor countries, having an original maturity or more than one year pursuant to an agreement concluded before January 1, 1982.

2. Terms of the consolidation.

The debt relief will apply as follows:

a) 85% of the amounts in principal and interest due from July 1st, 1982 up to June 30, 1983 inclusive, and not paid, on loans and credits mentioned in paragraph 1 above, will be rescheduled or refinanced.

b) Repayment by the Government of the Republic of Malawi of the corresponding sums will be made in 10 equal and successive semi-annual payments, the first payment to be made on January 1, 1987 (end of the grace period) and the final payment to be made on July 1, 1991 (end of the repayment period).

c) The remaining 15% of principal and interest will be paid according to the following schedule:

- half according to the original payment schedule;

- the other 7.5% on June 30, 1984.

3. Rate of Interest.

The rate and the conditions of interest to be paid in respect of these financial arrangements will be determined bilaterally between the Government of the Republic of Malawi and the Government or appropriate institutions of each participating creditor country on the basis of the appropriate market rate.

III. GENERAL RECOMMENDATIONS

1. In order to secure comparable treatment of public and private external creditors on their debts, the Malawian Delegation stated that their Government will seek to secure from external creditors, including banks, rescheduling or refinancing arrangements on terms comparable to those set forth in this Agreed Minute for credits of comparable maturity, making sure to avoid inequity between different categories of creditors.

2. The Government of the Republic of Malawi will accord to each of the participating creditor countries a treatment no less favorable than that which it may accord to any other creditor for the consolidation of debts of a comparable term. This also applies to any rescheduling scheme concluded before the date of the present minute.

3. The Government of the Republic of Malawi undertakes to negotiate promptly rescheduling or refinancing arrangements with all other credtiors on debts of a comparable term.

4. The provisions set forth in this Agreed Minute do not apply to countries with respect to which debts falling due during the reorganization period are less than SDR 500,000. The payments owed to these countries should be made on the original due dates. Payments already due and not paid should be made as soon as possible and not later than November 30, 1982.

5. The participating creditor countries, noting that any previous creditor country reservations on this issue would be respected, agree to make available, upon the request of another participating creditor country, a copy of its bilateral agreement with the Government of the Republic of Malawi which implements this Agreed Minute. The Government of the Republic of Malawi acknowledges this arrangement.

6. Each of the participating creditor countries agrees to indicate to the Chairman of this creditor group the date of the signature of its bilateral agreement, the interest rates and the amounts of debts involved. The Government of the Republic of Malawi acknowledges this arrangement.

7. The Government of the Republic of Malawi will keep the Chairman of this creditor group informed of the content of its bilateral agreements with all creditors mentioned in paragraphs 1, 2 and 3 above. The President of the group will provide this information to participating countries upon request.

8. The Government of the Republic of Malawi undertakes to pay all debt service due and not paid, and owed to or guaranteed by the Government of the participating creditor countries or their appropriate institutions, and not covered by this Agreed Minute, as soon as possible, and in any case not later than November 30, 1982.

IV. IMPLEMENTATION

The detailed arrangements for the rescheduling or refinancing of the debts will be determined by bilateral agreements to be concluded by the Government of each participating creditor country with the Government of the Republic of Malawi on the basis of the following principles:

1. The Government of each participating creditor country will:

- refinance debts by placing new funds at disposal of the Government of the Republic of Malawi at the same time and for the above mentioned percentage of payments on the debts due under existing payment schedules during the reorganization period,

or

- reschedule the corresponding payments.

2. All other matters involving the rescheduling or the refinancing of the debts will be set forth in the bilateral agreements which the Government of the Republic of Malawi and the Governments of the participating creditor countries will seek to conclude with the least delay and in any case before March 31, 1983.

3. The provisions on the present agreement will apply provided the Government of the Republic of Malawi continues to have an arrangement with the Fund in upper credit tranches. For this purpose, the Government of the Republic of Malawi agrees that the Fund informs the Chairman of this creditor group regarding the status of Malawi's relations with the Fund.

4. In response to the request of the representatives of the Government of the Republic of Malawi, the participating creditor countries agreed in principle to a meeting to consider the matter of Malawi's debt service payment falling due after June 30, 1983 provided:

- That Malawi continues to have an arrangement with the International Monetary Fund involving use of the Fund's resources subject to upper tranche conditionality.

- And that Malawi has reached with banks and other creditors effective arrangements meeting the conditions described in the section III paragraphs 1, 2 and 3 above.

5. The representatives of the Governments of each of the participating creditor countries and the Government of the Republic of Malawi agreed to recommend to their respective Governments or appropriate institutions that they initiate bilateral negotiations at the earliest opportunity and conduct them on the basis of the principles set forth herein.

Done in Paris, this 22nd day of September 1982, in two versions, English and French both texts equally authentic.

The Chairman of the Paris Club (signed)

The Head of the Delegation of the Republic of Malawi (signed)

Delegation of the Federal Republic of Germany (signed)

Delegation of Sweden (signed)

Delegation of Japan (signed)

Delegation of the United Kingdom (signed)

Delegation of South Africa (signed)

Delegation of the United States of America (signed)

ISRAEL

Economic Assistance

Agreement amending the agreement of December 16, 1982, as amended.
Signed at Washington March 31, 1983;
Entered into force March 31, 1983.

271-K-618

SECOND AMENDMENT

TO

AGREEMENT OF DECEMBER 16, 1982

BETWEEN

THE GOVERNMENT OF ISRAEL

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ACTING THROUGH

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Dated: March 31, 1983

SECOND AMENDMENT, dated the 31st day of March 1983, between the Government of Israel ("Israel") and the Government of the United States of America, acting through the Agency for International Development ("A.I.D."), together referred to as the "Parties."

WHEREAS the Parties have heretofore entered into an assistance agreement dated December 16, 1982 and subsequently amended on December 30, 1982[1] (the "Agreement"), pursuant to which A.I.D. agreed to grant Israel Three Hundred Ninety-Two Million United States Dollars ($392,000,000), and

WHEREAS A.I.D. intended to increase the amount of such assistance during fiscal year 1983 subject to the funds being made available by the Congress and the mutual agreement of the Parties to proceed,

NOW THEREFORE, the Parties hereto agree that the Agreement shall be and hereby is amended by making the following changes:

1. The provision in Article I "Three Hundred Ninety-two Million United States Dollars ($392,000,000)" is deleted and substituted therefor is the provision "Five Hundred Eight-eight Million United States Dollars ($588,000,000)", and

[1] TIAS 10630; 34 UST 4705.

2. The following provision is added to Section 3.1 as paragraph "(c)" thereof:

> "Thereafter, on March 31, 1983, A.I.D. will deposit in the bank designated pursuant to Section 3.1(a) the sum of One Hundred Ninety-six Million United States Dollars ($196,000,000)."

Except as specifically amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Government of Israel and the Government of the United States of America, each acting through its respective duly authorized representative, have caused this Amendment to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF ISRAEL

By: Dan Halperin

Dan Halperin

Title: Minister, Economic Affairs

UNITED STATES OF AMERICA

By: [1]

Title: Assistant Administrator, Near East
Agency for International Development

[1] W. Antoinette Ford.

BELIZE

Narcotic Drugs: Illicit Production and Traffic

Agreement signed at Belmopan April 6, 1983;
Entered into force April 6, 1983.
And amending agreements
Signed at Belize August 11, 1983;
Entered into force August 11, 1983.
And signed at Belize September 15, 1983;
Entered into force September 15, 1983.
And signed at Belize September 28, 1983;
Entered into force September 28, 1983.

AN AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF BELIZE
FOR
THE CONTROL OF THE ILLICIT PRODUCTION AND TRAFFIC OF DRUGS

This is an agreement for the control of the illicit traffic and production of drugs between Deputy Prime Minister and Minister of Defense and Home Affairs C. L. B. Rogers as representative of the Government of Belize, and Ambassador-designate Malcolm R. Barnebey as representative of the Bureau of International Narcotics Matters in the Department of State.

The Government of the United States of America and the Government of Belize, wishing to collaborate in activities to control the illicit production and trafficking of drugs, agree on the following:

ARTICLE I

1. The contracting parties decide to continue mutual cooperation to control the illicit traffic of drugs which produce dependence as well as other narcotics substances, especially marijuana, that may originate, or be processed in Belizean territory, or which may transit it.

2. The cooperation envisaged may, among other forms to be agreed upon by the parties, consist of the supply of equipment and financial contributions to cover costs as described in the annex to this agreement. Such equipment and contributions will be devoted to the repression of illicit drug crop cultivation and drug trafficking.

ARTICLE II

The Government of the United States of America designates the Bureau of International Narcotics Matters (INM) of the Department of State, through the Embassy of the United States of America in Belize, as the entity responsible for the implementation of this agreement, and the Government of Belize designates the Belizean Police Force (BPF) of the Ministry of Home Affairs for the same purpose.

ARTICLE III

1. The INM will provide financing of up to US $67,000 in the United States Government fiscal year 1983 in support of the cooperation described in Article I, and to provide the specific equipment and commodities listed in the annex to this agreement.

2. The entities responsible for implementing this agreement will jointly decide the number, type, and composition of aforementioned equipment to be provided under this agreement.

3. The INM will procure commodities and equipment under this agreement and will donate them to the Belizean Police Force, which will certify their receipt and will devote them to the repression of drug trafficking. The Belizean Government will be responsible for fuel and all other operating costs.

4. The final contribution date for goods and services procured under this agreement will be March 31, 1985. The INM will only make contributions, under the provisions of this agreement, up to six (6) months after this final date or any final date established subsequently, unless the parties agree otherwise.

5. After the final date stipulated in paragraph 4 above, the Government of the United States will only be required to provide the total or the remaining portion of the funds referred to in paragraph 1 if funds authorized by the United States Congress for such purposes are available.

ARTICLE IV

The eventual import taxes or customs duties to which the equipment to be provided to the BPF may be subject, as result of the execution of this agreement, will be under the exclusive responsibility of the BPF which will take the appropriate measures to resolve the issue.

ARTICLE V

For the purposes of this agreement, the BPF will fund eventual expenses which may be required for the implementation of this agreement, not previously provided for in it.

ARTICLE VI

The equipment and contributions to cover costs furnished by

one of the entities referred to in Article II to the other, under the provisions of this agreement, will be devoted exclusively to the execution of the activities provided for under the agreement. After its termination, the equipment and contributions will be used in activities which will further the objectives sought in the agreement.

ARTICLE VII

All activities provided for under this agreement shall be carried out in accordance with the laws and regulations in force in the United States of America and Belize.

ARTICLE VIII

The INM and the BPF will conduct, at least once each year, a joint evaluation of the activities carried out under this agreement, and both parties shall provide the appropriate personnel for this purpose.

ARTICLE IX

It is hereby agreed that the annex is an integral part of this agreement.

ARTICLE X

This agreement shall be modified, reviewed, or amended by mutual agreement between the parties. Eventual modifications or revisions will go into effect by exchange of diplomatic notes.

ARTICLE XI

1. This agreement shall enter into force by exchange of letters of agreement [1] and will be in effect until March 31, 1985, unless the contracting parties decide to extend it. It may be terminated by written notification of either government, to be effective 30 (thirty) days after the date of receipt of notification.

2. The termination date or the denunciation of this agreement will imply the termination of all obligations of the two parties, except for payment of non-cancelable commitments which may have been entered into with third parties.

[1] Entered into force upon signature.

GOVERNMENT OF THE UNITED STATES OF AMERICA

By: Malcolm R. Barnebey

Title: Ambassador-designate

GOVERNMENT OF BELIZE

By: C. L. B. Rogers

Title: Deputy Prime Minister and Minister of Defense and Home Affairs

Belmopan, Belize

April 6, 1983

ANNEX to the agreement between the Government of the United States of America and the Government of Belize on cooperation in the field of control of illicit traffic of drugs.

1. INM contribution:

   (a) 4 four-door, four-wheel-drive Jeep Wagoneers, 368 CID, equipped with twin beacon ray light and blue dome, 12 volts; chrome plated streamline speaker, 12 volts; and electrical siren with microphone with hook-on mounts. Color should be midnight blue.

   (b) 1 set road block barricades.

   (c) 100 narcotic test kits.

2. Government of Belize contribution:

   Payment of travel, per diem, fuel, maintenance, facilities, and other costs for conducting activities against drug crop cultivation and drug trafficking.

[AMENDING AGREEMENTS]

AMENDMENTS TO THE AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF BELIZE
FOR
THE CONTROL OF THE ILLICIT PRODUCTION AND TRAFFIC OF DRUGS

The Government of the United States of America and the Government of Belize agree to make the following amendments to the Agreement for the Control of the Illicit Production and Traffic of Drugs signed at Belmopan on April 6, 1983:

Article III, Section 1 is amended to read:

The INM will provide financing of up to U.S $67,000 in the United States Government fiscal year 1983 in support of the cooperation described in Article I, and to provide the specific equipment, funds to support field operations, and commodities listed in the annex to this agreement.

Article IV is amended to read:

The equipment and contributions to cover costs furnished by one of the entities referred to in Article II to the other, under the provisions of this agreement, will be devoted to the execution of the activities provided for under the agreement. After its termination, the equipment and contributions will be used in activities which will further the objectives sought in the agreement.

The Annex to the Agreement is amended to read:

1. INM contribution:

   (a) 4 four-door, four-wheel-drive Jeep Wagoneers, 368 CID, equipped with twin beacon ray light and blue dome, 12 volts; chrome plated streamline speaker, 12 volts; and electrical siren with microphone with hook-on mounts. Color should be midnight blue.
   (b) 1 set road block barricades.
   (c) 100 narcotic test kits.
   (d) funding not to exceed U.S. $7,000 for field operations.

2. Government of Belize contribution:

Payment of travel, per diem, fuel, maintenance, facilities, and other costs for conducting activities against drug crop cultivation and drug trafficking in excess to that provided by the INM contribution of paragraph 1 (d) above.

GOVERNMENT OF THE UNITED STATES OF AMERICA

By: Malcolm R. Barnebey

Malcolm R. Barnebey
Ambassador

GOVERNMENT OF BELIZE

By: C L B Rogers

C. L. B. Rogers
Deputy Prime Minister
and Minister of Defense
and Home Affairs

Belize City, Belize

August 11, 1983

AMENDMENTS TO THE AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF BELIZE
FOR
THE CONTROL OF THE ILLICIT PRODUCTION AND TRAFFIC OF DRUGS

The Government of the United States of America and the Government of Belize agree that the Agreement for the Control of the Illicit Production and Traffic of Drugs signed on April 6, 1983 and amended on August 11, 1983 will be further amended as follows:

In Section 1 of Article III, delete "$67,000" and insert "$100,000".

In Item 1 (d) of the Annex, delete "$7,000" and insert "$33,000".

GOVERNMENT OF THE UNITED STATES OF AMERICA

By: Malcolm R. Barnebey

Malcolm R. Barnebey
Ambassador

GOVERNMENT OF BELIZE

By: C L B Rogers

C. L. B. Rogers
Deputy Prime Minister and
Minister of Defense and
Home Affairs

Belize City, Belize

September 15, 1983

AMENDMENTS TO THE AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF BELIZE
FOR
THE CONTROL OF THE ILLICIT PRODUCTION AND TRAFFIC OF DRUGS

The Government of the United States of America and the Government of Belize agree that the Agreement for the Control of Illicit Production and Traffic of Drugs signed on April 6, 1983 and amended on August 11, 1983 and September 15, 1983 will be further amended as follows:

In Section 1 of Article III, delete "$100,000" and insert "$175,000".

In Item 1 (d) of the Annex, delete "$33,000" and insert "$108,000".

GOVERNMENT OF THE UNITED STATES OF AMERICA

By: Malcolm R. Barnebey

Malcolm R. Barnebey
Ambassador

GOVERNMENT OF BELIZE

By: George Price

George C. Price
Prime Minister

Belize City, Belize

September 28, 1983

GERMAN DEMOCRATIC REPUBLIC

Fisheries Off the United States Coasts

Agreement signed at Washington April 13, 1983;
Entered into force July 20, 1983.
With agreed minutes.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE GERMAN DEMOCRATIC REPUBLIC
CONCERNING FISHERIES OFF THE COASTS
OF THE UNITED STATES

The Government of tne United States of America and the Government of the German Democratic Republic

Considering their common concern for the rational management, conservation and achievement of optimum yield of fish stocks off the coasts of the United States;

Considering the past experience of fishing by vessels of the Government of the German Democratic Republic in waters off the coasts of the United States, the cooperation between the two Parties under the Agreement between the Government of the United States of America and the Government of the German Democratic Republic Concerning Fisheries Off the Coasts of the United States, signed October 5, 1976[1] and in anticipation of continued and improved cooperation in the field of fisheries;

Recognizing that the United States has established by Presidential Proclamation of March 10, 1983[2] an exclusive economic zone within 200 nautical miles of its coasts within which the United States has sovereign rights to explore, exploit, conserve and manage all fish and that the United States also has such rights over the living resources of the continental shelf appertaining to the United States and to anadromous species of fish of United States origin; and

Desirous of establishing reasonable terms and conditions pertaining to fisheries of mutual concern over which the United States has sovereign rights to explore, exploit, conserve and manage;

Have agreed as follows:

ARTICLE I

The purpose of this Agreement is to promote effective conservation, rational management and the achievement of optimum yield

[1] TIAS 8527; 28 UST 1793.
[2] Weekly Comp. Pres. Docs., Mar. 14, 1983, Vol. 19, no. 10, p. 384.

in the fisheries of mutual interest off the coasts of the United States and to establish a common understanding of the principles and procedures under which fishing may be conducted by nationals and vessels of the German Democratic Republic for the living resources over which the United States has sovereign rights to explore, exploit, conserve and manage.

ARTICLE II

As used in this Agreement, the term

1. "living resources over which the United States has sovereign rights to explore, exploit, conserve and manage" means all fish within the exclusive economic zone of the United States (except highly migratory species), all anadromous species of fish that spawn in the fresh or estuarine waters of the United States and migrate to ocean waters while present in the United States exclusive economic zone and in areas beyond national fisheries jurisdictions recognized by the United States and all living resources of the continental shelf appertaining to the United States;

2. "fish" means all finfish, molluscs, crustaceans, and other forms of marine animal and plant life, other than marine mammals, birds and highly migratory species;

3. "fishery" means

a. one or more stocks of fish that can be treated as a unit for purposes of conservation and management and that are identified

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on the basis of geographical, scientific, technical, recreational and economic characteristics; and

b. any fishing for such stocks;

4. "exclusive economic zone" means a zone contiguous to the territorial sea of the United States, the seaward boundary of which is a line drawn in such a manner that each point on it is 200 nautical miles from the baseline from which the breadth of the territorial sea of the United States is measured;

5. "fishing" means

a. the catching, taking or harvesting of fish;

b. the attempted catching, taking or harvesting of fish;

c. any other activity that can reasonably be expected to result in the catching, taking or harvesting of fish; and

d. any operations at sea, including processing, directly in support of, or in preparation for, any activity described in subparagraphs a. through c. above, provided that such term does not include other legitimate uses of the high seas, including any scientific research activity;

6. "fishing vessel" means any vessel, boat, ship, or other craft that is used for, equipped to be used for, or of a type that is normally used for

a. fishing; or

b. aiding or assisting one or more vessels at sea in the performance of any activity relating to fishing, including preparation, supply, storage, refrigeration, transportation or processing;

7. "highly migratory species" means species of tuna which, in the course of their life cycle, spawn and migrate over great distances in waters of the ocean; and

8. "marine mammal" means any mammal that is morphologically adapted to the marine environment, including sea otters and members of the orders Sirenia, Pinnipedia, and Cetacea, or primarily inhabits the marine environment such as polar bears.

ARTICLE III

1. The Government of the United States is willing to allow access for fishing vessels of the German Democratic Republic to harvest, in accordance with terms and conditions to be established in permits issued under Article VII, that portion of the total allowable catch for a specific fishery that will not be harvested by United States fishing vessels

and is determined to be available to fishing vessels of the German Democratic Republic in accordance with United States law.

2. The Government of the United States shall determine each year, subject to such adjustments as may be necessitated by unforeseen circumstances affecting the stocks, and in accordance with United States law,

a. the total allowable catch for each fishery based on optimum yield, taking into account the best available scientific evidence, and social, economic and other relevant factors;

b. the harvesting capacity of United States fishing vessels in respect of each fishery;

c. the portion of the total allowable catch for a specific fishery to which access will be provided, on a periodic basis each year, to foreign fishing vessels; and

d. the allocation of such portion that may be made available to qualifying fishing vessels of the Government of the German Democratic Republic.

3. In the implementation of paragraph 2.d. of this Article, the United States shall determine each year the measures necessary to prevent overfishing while achieving, on a continuing basis, the optimum yield from each fishery in accordance with United States law. Such measures may include, inter alia:

a. designations of areas where, and periods when, fishing shall be permitted, limited, or conducted only by specified types of fishing vessels or with specified types and quantities of fishing gear;

b. limitations on the catch of fish based on area, species, size, number, weight, sex, incidental catch, total biomass or other factors;

c. limitations on the number and types of fishing vessels that may engage in fishing and/or on the number of days each vessel of the total fleet may engage in fishing in a designated area for a specified fishery;

d. requirements as to the types of gear that may, or may not, be employed; and

e. requirements designed to facilitate enforcement of such conditions and restrictions, including the maintenance of appropriate position-fixing and identification equipment.

4. The Government of the United States shall notify the Government of the German Democratic Republic of the determinations provided for by this Article on a timely basis.

ARTICLE IV

In determining the portion of the surplus that may be made available to vessels of each country, including the German Democratic Republic, the Government of the United States will decide on the basis of the factors identified in United States law including:

1. whether, and to what extent, such nations impose tariff barriers or nontariff barriers on the importation, or otherwise restrict the market access, of United States fish or fishery products;

2. whether, and to what extent such nations are cooperating with the United States in the advancement of existing and new opportunities for fisheries trade, particularly through the purchase of fish or fishery products from United States processors or from United States fishermen;

3. whether, and to what extent, such nations and the fishing fleets of such nations have cooperated with the United States in the enforcement of United States fishing regulations;

4. whether, and to what extent, such nations require the fish harvested from the exclusive economic zone for their domestic consumption;

5. whether, and to what extent, such nations otherwise contribute to, or foster the growth of, a sound and economic United States fishing industry, including minimizing gear

conflicts with fishing operations of United States fishermen, and transferring harvesting or processing technology which will benefit the United States fishing industry;

6. whether, and to what extent, the fishing vessels of such nations have traditionally engaged in fishing in such fishery;

7. whether, and to what extent, such nations are cooperating with the United States in, and making substantial contributions to, fishery research and the identification of fishery resources; and

8. such other matters as the United States deems appropriate.

ARTICLE V

The Government of the German Democratic Republic shall cooperate with and assist the United States in the development of the United States fishing industry and the increase of United States fishery exports by taking such measures as reducing or removing impediments to the importation and sale of United States fishery products, providing information concerning technical and administrative requirements for access of United States fishery products into the German Democratic Republic, providing economic data, sharing expertise, facilitating the transfer of harvesting or processing technology to the United States fishing industry, facilitating appropriate joint venture and other arrangements, informing its industry of trade and joint venture opportunities with the United States, and taking such other actions as may be appropriate.

ARTICLE VI

The Government of the German Democratic Republic shall take all necessary measures to ensure:

1. that nationals and vessels of the German Democratic Republic refrain from fishing for living resources over which the United States has sovereign rights to explore, exploit, conserve and manage except as authorized pursuant to this Agreement;

2. that all such vessels so authorized comply with the provisions of permits issued pursuant to this Agreement and applicable laws of the United States; and

3. that the total allocation referred to in Article III, paragraph 2.d. of this Agreement is not exceeded for any fishery.

ARTICLE VII

The Government of the German Democratic Republic may submit an application to the Government of the United States for a permit for each fishing vessel of the German Democratic Republic that wishes to engage in fishing in the exclusive economic zone pursuant to this Agreement. Such application shall be prepared and processed in accordance with Annex I, which constitutes an integral part of this Agreement. The Government of the United States may require the payment of fees for such permits and for fishing in the United States exclusive economic zone. The Government of the German Democratic Republic undertakes to keep the number of

applications to the minimum required, in order to aid in the efficient administration of the permit program.

ARTICLE VIII

The Government of the German Democratic Republic shall ensure that nationals and vessels of the German Democratic Republic refrain from harassing, hunting, capturing or killing, or attempting to harass, hunt, capture or kill, any marine mammal within the United States exclusive economic zone, except as may be otherwise provided by an international agreement respecting marine mammals to which the United States is a party, or in accordance with specific authorization for and controls on incidental taking of marine mammals established by the Government of the United States.

ARTICLE IX

The Government of the German Democratic Republic shall ensure that in the conduct of the fisheries under this Agreement:

1. the authorizing permit for each vessel of the German Democratic Republic is prominently displayed in the wheelhouse of such vessel;

2. appropriate position-fixing and identification equipment, as determined by the Government of the United States, is installed and maintained in working order on each vessel;

3. designated United States observers are permitted to board, upon request, any such fishing vessel, and shall be

accorded the courtesies and accommodations provided to ships' officers while aboard such vessel, and owners, operators and crews of such vessel shall cooperate with observers in the conduct of their official duties, and, further, the Government of the United States shall be reimbursed for the costs incurred in the utilization of observers;

4. agents are appointed and maintained within the United States possessing the authority to receive and respond to any legal process issued in the United States with respect to an owner or operator of a vessel of the German Democratic Republic for any cause arising out of the conduct of fishing activities for the living resources over which the United States has sovereign rights to explore, exploit, conserve and manage; and

5. all necessary measures are taken to minimize fishing gear conflicts and to ensure the prompt and adequate compensation of United States citizens for any loss of, or damage to, their fishing vessels, fishing gear or catch, and resultant economic loss, that is caused by any fishing vessel of the German Democratic Republic as determined by applicable United States procedures.

ARTICLE X

The Government of the German Democratic Republic shall take all appropriate measures to assist the United States in the enforcement of its laws pertaining to fishing in the exclusive economic zone and to ensure that each vessel of the German Democratic Republic that engages in fishing for living resources over which the United States has sovereign rights to explore, exploit, conserve and manage shall allow and assist the

boarding and inspection of such vessel by any duly authorized enforcement officer of the United States and shall cooperate in such enforcement action as may be undertaken pursuant to the laws of the United States.

ARTICLE XI

1. The Government of the United States will impose appropriate penalties, in accordance with the laws of the United States, on vessels of the German Democratic Republic or their owners, operators, or crews that violate the requirements of this Agreement or of any permit issued hereunder.

2. Arrested vessels and their crews shall be promptly released, subject to such reasonable bond or other security as may be determined by the court.

3. In any case arising out of fishing activities under this Agreement, the penalty for violation of fishery regulations shall not include imprisonment or any other form of corporal punishment except in the case of enforcement related offenses such as assault on an enforcement officer or refusal to permit boarding and inspection.

4. In cases of seizure and arrest of a vessel of the German Democratic Republic by the authorities of the Government of the United States, notification shall be given promptly through diplomatic

channels informing the Government of the German Democratic Republic of the action taken and of any penalties subsequently imposed.

ARTICLE XII

1. The Governments of the United States and the German Democratic Republic shall cooperate in the conduct of scientific research required for the purpose of managing and conserving living resources over which the United States has sovereign rights to explore, exploit, conserve and manage, including the compilation of the best available scientific information for management and conservation of stocks of mutual interest.

2. The competent agencies of the two Governments shall cooperate in the development of periodic research plans on stocks of mutual concern through correspondence or meetings as appropriate, and may modify them from time to time by agreement. The agreed research plans may include, but are not limited to, the exchange of information and scientists, regularly scheduled meetings between scientists to prepare research plans and review progress, and jointly conducted research projects.

3. The conduct of agreed research during regular commercial fishing operations on board a fishing vessel of the German Democratic Republic in the United States exclusive economic zone shall not be deemed to change the character of the vessel's activities from fishing to scientific research. Therefore,

it will still be necessary to obtain a permit for the vessel in accordance with Article VII.

4. The Government of the German Democratic Republic shall cooperate with the Government of the United States in the implementation of procedures for collecting and reporting biostatistical information and fisheries data, including catch and effort statistics, in accordance with procedures which will be stipulated by the United States.

ARTICLE XIII

The Government of the United States and the Government of the German Democratic Republic shall carry out periodic bilateral consultations regarding the implementation of this Agreement and the development of further cooperation in the field of fisheries of mutual concern, including the establishment of appropriate multilateral organizations for the collection and analysis of scientific data respecting such fisheries.

ARTICLE XIV

The Government of the United States undertakes to authorize fisheries research vessels and fishing vessels of the German Democratic Republic allowed to fish pursuant to this Agreement to enter designated ports in accordance with United States laws and regulations referred to in Annex II, which constitutes an integral part of this Agreement.

ARTICLE XV

Should the Government of the United States indicate to the Government of the German Democratic Republic that nationals and vessels of the United States wish to engage in fishing in the fishery conservation zone of the German Democratic Republic, or its equivalent, the Government of the German Democratic Republic will allow such fishing on the basis of reciprocity and on terms not more restrictive than those established in accordance with this Agreement.

ARTICLE XVI

Nothing contained in the present Agreement shall prejudice the views of either Government with respect to the existing territorial or other jurisdiction of the coastal State for all purposes other than the conservation and management of fisheries.

ARTICLE XVII

1. This Agreement shall enter into force on a date to be agreed upon by exchange of notes, following the completion of internal procedures of both Governments,[1] and remain in force until July 1, 1988, unless extended by an exchange of notes between the Parties. Notwithstanding the foregoing, either Party may terminate this Agreement by giving written notice of such termination to the other Party twelve months in advance.

[1] July 20, 1983.

2. This Agreement shall be subject to review by the two Governments two years after its entry into force at the request of either Government.

IN WITNESS WHEREOF, the undersigned, being duly authorized for this purpose, have signed this Agreement.

DONE at Washington, April 13, 1983, in the English and German languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

Theodore G. Kronmiller [1]

FOR THE GOVERNMENT OF THE GERMAN DEMOCRATIC REPUBLIC:

Peter-Michael Köster [2]

[1] Theodore G. Kronmiller.
[2] Peter Michael Köster.

ANNEX I

Application and Permit Procedures

The following procedures shall govern the application for and issuance of annual permits authorizing vessels of the German Democratic Republic to engage in fishing for living resources over which the United States has sovereign rights to explore, exploit, conserve and manage:

1. The Government of the German Democratic Republic may submit an application to the competent authorities of the United States for each fishing vessel of the German Democratic Republic that wishes to engage in fishing pursuant to this Agreement. Such application shall be made on forms provided by the Government of the United States for that purpose.

2. Any such application shall specify:

a. the name and official number or other identification of each fishing vessel for which a permit is sought, together with the name and address of the owner and operator thereof;

b. the tonnage, capacity, speed, processing equipment, type and quantity of fishing gear, and such other information relating to the fishing characteristics of the vessel as may be requested;

c. a specification of each fishery in which each vessel wishes to fish;

d. the amount of fish or tonnage of catch by species contemplated for each vessel during the time such permit is in force;

e. the ocean area in which, and the season or period during which, such fishing would be conducted; and

f. such other relevant information as may be requested, including desired transshipping areas.

3. The Government of the United States shall review each application, shall determine what conditions and restrictions may be needed, and what fee will be required, and shall inform the Government of the German Democratic Republic of such determinations. The Government of the United States reserves the right not to approve applications.

4. The Government of the German Democratic Republic shall thereupon notify the Government of the United States of its acceptance or rejection of such conditions and restrictions and, in the case of a rejection, of its objections thereto.

5. Upon acceptance of the conditions and restrictions by the Government of the German Democratic Republic and the payment of any fees, the Government of the United States shall approve the application and issue a permit for each fishing vessel of the German Democratic Republic, which fishing vessel shall thereupon be authorized to fish in accordance with this Agreement and the terms

and conditions set forth in the permit. Such permits shall be issued for a specific vessel and shall not be transferred.

6. In the event the Government of the German Democratic Republic notifies the Government of the United States of its objections to specific conditions and restrictions, the two sides may consult with respect thereto and the Government of the German Democratic Republic may thereupon submit a revised application.

7. The procedures in this Annex may be amended by agreement through an exchange of notes between the two Governments.

ANNEX II

Procedures Relating to United States Port Calls

Article XIV of the Agreement provides for the entry of certain vessels of the German Democratic Republic into designated ports of the United States in accordance with United States law for certain purposes. Annex II designates the ports and purposes authorized and describes procedures which govern such port entries.

1. The following types of vessels may enter the ports specified following a notice received at least four working days in advance of the entry:

a. Fisheries research vessels, fishing vessels participating in joint ventures involving over-the-side purchases of fish from U.S. fishing vessels, and other fishing vessels (including support vessels) of the German Democratic Republic which have been issued permits pursuant to the Agreement are authorized to enter the ports of Baltimore, Maryland; Philadelphia, Pennsylvania; New York, New York; and Boston, Massachusetts.

b. Fisheries research vessels of the German Democratic Republic are authorized to enter the ports of Buzzards Bay and Woods Hole, Massachusetts.

2. Vessels referred to in paragraph 1 above may enter the ports referred to for a period not exceeding seven calendar days for the purposes of scientific planning and discussion, to exchange scientific data, equipment, and personnel, and to replenish ships' stores or fresh water, obtain bunkers, provide rest for or make changes in the vessels' personnel, obtain repairs, or obtain other services normally provided in such ports, and, as necessary, to receive permits; provided, however, that in exceptional cases involving force majeure vessels may remain in port for longer periods required to effect repairs necessary for seaworthiness and operational reliability without which the voyage could not be continued. All such entries into port shall be in accordance with applicable rules and regulations of the United States and of state and local authorities in the areas wherein they have jurisdiction.

3. The notice referred to in paragraph 1 shall be made by an agent for the vessel to the United States Coast Guard (GWPE) in accordance with standard procedures using telex (892427), teletype communication "TWX" (710-822-1959), or Western Union. With respect to vessels desiring to enter U.S. ports under this Agreement, the United States reserves the right to require such vessels to submit to inspection by authorized personnel of the United States Coast Guard or other appropriate Federal agencies.

4. The Government of the United States of America at the consular sections of its diplomatic missions will accept crew lists in application for visas valid for a period of 12 months for multiple entry into the specified United States ports. Such a crew list shall be submitted at least 14 days prior to the first entry of a vessel into a port of the United States. Submission of an amended (supplemental) crew list subsequent to departure of a vessel from a port of the German Democratic Republic will also be subject to the provisions of this paragraph, provided that visas thereunder shall be valid for 12 months from the date of issuance of the original crew list visa. Notification of entry shall specify if shore leave is requested under such multiple entry visa.

5. In cases where a seaman of the German Democratic Republic is evacuated from his vessel to the United States for the purpose of emergency medical treatment, authorities of the German Democratic Republic shall ensure that the seaman departs from the United States within 14 days after his release from the hospital. During the period that the seaman is in the United States, representatives of the German Democratic Republic will be responsible for him.

6. The exchange of crews of vessels of the German Democratic Republic in the specified ports shall be permitted subject to submission to the consular section of U.S. diplomatic missions of

applications for individual transit visas and crewman visas for replacement crewmen. Applications shall be submitted 14 days in advance of the date of the arrival of the crewmen in the United States and shall indicate the names, dates and places of birth, the purpose of the visit, the vessel to which assigned, and the modes and dates of arrival of all replacement crewmen. Individual passports or seamen's documents shall accompany each application. Subject to United States laws and regulations, the United States mission will affix transit and crewmen visas to each passport or seaman's document before it is returned. In addition to the requirements above, the name of the vessel and date of its expected arrival, a list of names, dates and places of birth for those crewmen who shall be admitted to the United States under the responsibility of the German Democratic Republic representatives for repatriation to the German Democratic Republic and the dates and manner of their departure from the United States shall be submitted to the Department of State 14 days in advance of arrival.

7. In addition, special provisions shall be made as necessary regarding the entry into other ports of the United States of fisheries research vessels of the German Democratic Republic which are engaged in a mutually agreed research program in accordance with the terms of Article XII of the Agreement. Requests for such entry of fisheries research vessels should

be forwarded to the United States Department of State, Washington, D.C. through diplomatic channels.

8. The provisions of Annex II may be amended by agreement through an exchange of notes between the two Governments.

AGREED MINUTES

The representatives of the Government of the United States and the Government of the German Democratic Republic have agreed to record the following in connection with the Agreement between the Government of the United States of America and the Government of the German Democratic Republic Concerning Fisheries Off the Coasts of the United States signed today:

1. With respect to Article II, paragraph 1, the representatives of the Governments of the United States and the German Democratic Republic noted that both Governments recognize the right of coastal states to claim exclusive fishery jurisdiction over maritime areas within a maximum 200 nautical miles from baselines drawn in conformity with international law. Therefore, it is understood that "areas beyond national fisheries jurisdictions recognized by the United States" referred to in that paragraph means areas of the high seas not belonging to any fishing zone claimed by a coastal state in conformity with the right mentioned above.

2. With respect to Article IV, the representative of the Government of the United States affirmed that all criteria specified in that Article shall be considered in determining the portion of the surplus to be made available to the German Democratic Republic.

3. The representative of the Government of the German Democratic Republic emphasized the importance of the fishing industry of the German Democratic Republic to his country's

economy, and requested that the Government of the United States give due consideration to the need for continuation of fishing operations by vessels of the German Democratic Republic in the United States exclusive economic zone.

The representative of the Government of the United States emphasized the importance of rapid and full development of the United States fishing industry to the United States economy and pointed to the importance which his Government attached to the German Democratic Republic's cooperation in that regard.

The representative of the Government of the United States indicated that consideration to the need expressed by the representative of the Government of the German Democratic Republic for continuation of fishing operations by vessels of the German Democratic Republic would be given in conformity with all the applicable criteria of Articles III and IV.

4. With respect to Article V, the representative of the Government of the United States stated that the economic data likely to be sought would be economic data related to various aspects of fisheries and trade in fishery products.

5. With respect to Article IX, paragraph 5, the representative of the Government of the United States stated that resultant economic loss generally would include losses of income experienced as the result of fishing gear conflicts, in accordance with Section 10 of the Fishermen's Protective Act of 1967, as amended, (22 USC Sec. 1980).

6. The representative of the Government of the German Democratic Republic requested that the list of ports specified in Annex II, paragraph 1.a, be expanded to include the following ports: Dutch Harbour, Kodiak and Seward, Alaska; Seattle, Washington; San Francisco, California; and Portland and Coos Bay, Oregon. The representative of the Government of the United States agreed to consider the request and expressed his willingness to effect an expansion, if possible, by way of an exchange of notes between the two Governments.

ABKOMMEN

ZWISCHEN DER REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA
UND DER REGIERUNG DER DEUTSCHEN DEMOKRATISCHEN REPUBLIK
ÜBER DIE FISCHEREI VOR DEN KÜSTEN DER VEREINIGTEN STAATEN

Die Regierung der Vereinigten Staaten von Amerika und die Regierung der Deutschen Demokratischen Republik haben,

in Anbetracht ihres gemeinsamen Interesses an der rationellen Bewirtschaftung, Erhaltung und optimalen Nutzung der Fischbestände vor den Küsten der Vereinigten Staaten,

in Anbetracht des in der Vergangenheit durchgeführten Fischfanges von Schiffen der Deutschen Demokratischen Republik in den Gewässern vor den Küsten der Vereinigten Staaten, der Zusammenarbeit zwischen den beiden Seiten im Rahmen des Abkommens zwischen der Regierung der Vereinigten Staaten und der Regierung der Deutschen Demokratischen Republik über die Fischerei vor den Küsten der Vereinigten Staaten vom 5. Oktober 1976 sowie in Erwartung einer weiteren und verbesserten Zusammenarbeit auf dem Gebiet der Fischerei,

in Anerkennung dessen, daß die Vereinigten Staaten durch Proklamation des Präsidenten vom 10. März 1983 innerhalb einer Entfernung von 200 Seemeilen von ihren Küsten eine ausschließliche Wirtschaftszone errichtet haben, in der die Vereinigten Staaten souveräne Rechte zur Erforschung, Ausbeutung, Erhaltung und Bewirtschaftung des gesamten Fischbestandes ausüben und daß die Vereinigten Staaten solche Rechte auch über die lebenden Ressourcen des zu den Vereinigten Staaten gehörenden Festlandssockels sowie über die anadromen Fischarten, deren Ursprung in den Vereinigten Staaten liegt, ausüben, und

geleitet von dem Wunsche, vernünftige Bestimmungen und Bedingungen für die beiderseitig interessierende Fischerei zu schaffen, über die die Vereinigten Staaten souveräne Rechte zur Erforschung, Ausbeutung, Erhaltung und Bewirtschaftung ausüben,

folgendes vereinbart:

ARTIKEL I

Das Ziel dieses Abkommens ist es, eine wirksame Erhaltung, rationelle Bewirtschaftung und optimale Nutzung der beiderseitig interessierenden Fischbestände vor den Küsten der Vereinigten Staaten zu fördern und eine gemeinsame Verständigung über die Prinzipien und Verfahren zu erreichen, nach denen der Fang der lebenden Ressourcen, über die die Vereinigten Staaten souveräne Rechte zur Erforschung, Ausbeutung, Erhaltung und Bewirtschaftung ausüben, von Staatsbürgern und Fischereifahrzeugen der Deutschen Demokratischen Republik betrieben werden kann.

ARTIKEL II

In diesem Abkommen bedeutet der Begriff

1. "lebende Ressourcen, über die die Vereinigten Staaten souveräne Rechte zur Erforschung, Ausbeutung, Erhaltung und Bewirtschaftung ausüben", den gesamten Fischbestand in der ausschließlichen Wirtschaftszone der Vereinigten Staaten (ausgenommen weitwandernde Arten), alle anadromen Fischarten, die in den Süß- oder Mündungsgewässern der Vereinigten Staaten laichen und ins Meer wandern, während sie sich in der ausschließlichen Wirtschaftszone der Vereinigten Staaten und in von den Verei-

nigten Staaten anerkannten Gebieten außerhalb nationaler Fischereijurisdiktion befinden, sowie alle lebenden Ressourcen des zu den Vereinigten Staaten gehörenden Festlandsockels;

2. "Fisch" sämtliche Flossenfische, Weichtiere, Krebstiere und andere Formen tierischen und pflanzlichen Lebens im Meer, ausgenommen Meeressäugetiere, Vögel und weitwandernde Arten;

3. "Fischerei"

   a) einen oder mehrere Fischbestände, die zum Zwecke der Erhaltung und Bewirtschaftung als eine Einheit angesehen werden können und die auf der Grundlage geografischer, wissenschaftlicher, technischer, rekreativer und ökonomischer Merkmale identifiziert werden und

   b) jeglichen Fischfang auf diese Bestände;

4. "Ausschließliche Wirtschaftszone" eine an die Territorialgewässer der Vereinigten Staaten angrenzende Zone, deren seewärts gelegene Grenze eine Linie bildet, die so gezogen ist, daß jeder Punkt auf ihr 200 Seemeilen von der Basislinie entfernt ist, von der aus die Breite der Territorialgewässer der Vereinigten Staaten gemessen wird;

5. "Fischfang"

   a) das Fangen, das Entnehmen oder das Abfischen von Fisch;
   b) den Versuch des Fangens, Entnehmens oder des Abfischens von Fisch;
   c) jegliche weitere Tätigkeit, die vermutlich zum Fangen, zum Entnehmen oder zum Abfischen von Fisch führt;

d) jegliche Handlung auf See, einschließlich der Verarbeitung, die direkt in Unterstützung von oder in Vorbereitung auf jegliche Tätigkeit erfolgt, die in den obenstehenden Unterabsätzen a) bis c) beschrieben ist, vorausgesetzt, daß dieser Begriff keine andere rechtmäßige Nutzung des offenen Meeres einschließt, einschließlich jeglicher wissenschaftlicher Forschungstätigkeit;

6. "Fischereifahrzeug" jedes Fahrzeug, Boot, Schiff oder anderes Wasserfahrzeug, das benutzt wird, ausgerüstet ist, um benutzt zu werden oder zu einem Typ gehört, der normalerweise benutzt wird für

a) den Fischfang oder

b) die Hilfe oder Unterstützung für ein oder mehrere Fahrzeuge auf See bei der Durchführung jeglicher Fangtätigkeit, einschließlich der Vorbereitung, Versorgung, Lagerung, Kühlung, des Transports oder der Verarbeitung;

7. "Weitwandernde Arten" Thunfischarten, die im Laufe ihres Lebenszyklus über große Entfernungen in ozeanischen Gewässern laichen und wandern; und

8. "Meeressäugetiere" jedes Säugetier, das morphologisch an die Meeresumwelt angepaßt ist, einschließlich Seeotter und Vertreter der Ordnung Sirenia, Pinnipedia und Cetacea, oder das hauptsächlich in der Meeresumwelt lebt, wie Eisbären.

ARTIKEL III

1. Die Regierung der Vereinigten Staaten ist bereit, Fischereifahrzeugen der Deutschen Demokratischen Republik Zugang zu gestatten, um in Übereinstimmung mit den Bedingungen und Voraussetzungen, die in Genehmigungen festzulegen sind, die gemäß Artikel VII ausgestellt werden, den Anteil des zulässigen Gesamtfangs für eine bestimmte Fischerei abzufischen, der nicht von den Fischereifahrzeugen der Vereinigten Staaten abgefischt wird und laut Gesetz der Vereinigten Staaten als den Fischereifahrzeugen der Deutschen Demokratischen Republik zur Verfügung stehend festgelegt wird.

2. Die Regierung der Vereinigten Staaten legt jährlich fest, vorbehaltlich von Anpassungen, die durch unvorhergesehene, die Bestände beeinträchtigende Umstände erforderlich werden können, und laut Gesetz der Vereinigten Staaten:

   a) den zulässigen Gesamtfang für jede Fischerei auf der Basis der optimalen Nutzung und unter Berücksichtigung der besten verfügbaren wissenschaftlichen Nachweise sowie sozialer, ökonomischer und anderer relevanter Faktoren;
   b) die Fangkapazität der Fischereifahrzeuge der Vereinigten Staaten für jede Fischerei;
   c) den Anteil des zulässigen Gesamtfangs für eine bestimmte Fischerei, zu dem ausländischen Fischereifahrzeugen jedes Jahr periodisch Zugang gewährt wird; und
   d) das Kontingent dieses Anteils, das berechtigten Fischereifahrzeugen der Deutschen Demokratischen Republik zur Verfügung gestellt werden kann.

3. In Verwirklichung von Absatz 2, Unterabsatz d) dieses Artikels legen die Vereinigten Staaten jedes Jahr laut Gesetz der Vereinigten Staaten die Maßnahmen fest, die erforderlich sind, um ein Überfischen zu vermeiden und gleichzeitig kontinuierlich den optimalen Ertrag bei jeder Fischerei zu erzielen. Bei diesen Maßnahmen kann es sich unter anderem um folgende handeln:

a) die Festlegung von Gebieten und Zeiten, in denen Fischfang erlaubt oder begrenzt ist oder nur von bestimmten Typen von Fischereifahrzeugen oder mittels bestimmter Arten und Mengen von Fanggerät durchgeführt werden darf;

b) die Begrenzung der Fangmenge nach Gebiet, Art, Größe, Zahl, Gewicht, Geschlecht, Beifang, Gesamtbiomasse und anderen Faktoren;

c) die Begrenzung der Zahl und der Art von Fischereifahrzeugen, die Fischfang betreiben dürfen, bzw. der Zahl von Tagen, an denen jedes Fischereifahrzeug der Gesamtflotte in einem bezeichneten Gebiet auf eine bestimmte Fischerei fischen darf;

d) die Festlegung von Anforderungen an die Art des Fanggeräts, das benutzt oder nicht benutzt werden darf;

e) die Festlegung von Anforderungen, einschließlich der Unterhaltung geeigneter Positionsbestimmungs- und Identifizierungsvorrichtungen, durch die die Durchsetzung solcher Bedingungen und Beschränkungen erleichtert werden soll.

4. Die Regierung der Vereinigten Staaten teilt der Regierung der Deutschen Demokratischen Republik die gemäß diesem Artikel vorgesehenen Festlegungen rechtzeitig mit.

ARTIKEL IV

Bei der Festlegung des Anteils am Überschuß, der den Fischereifahrzeugen des jeweiligen Landes, darunter denen der Deutschen Demokratischen Republik, zur Verfügung gestellt werden kann, entscheidet die Regierung der Vereinigten Staaten auf der Grundlage der laut Gesetz der Vereinigten Staaten bestimmten Faktoren, die folgende einschließen:

1. Ob und in welchem Umfang das jeweilige Land Zoll- oder andere Schranken gegen die Einfuhr von Fisch oder F-ischprodukten aus den Vereinigten Staaten errichtet oder den Zugang zu seinen Märkten auf andere Weise beschränkt;

2. Ob und in welchem Umfang das jeweilige Land mit den Vereinigten Staaten bei der Förderung bestehender sowie neuer Möglichkeiten des Fischhandels zusammenarbeitet, insbesondere durch den Kauf von Fisch oder Fischprodukten bei Fischverarbeitungsbetrieben oder bei Fischern der Vereinigten Staaten;

3. Ob und in welchem Umfang das jeweilige Land und seine Fischfangflotte mit den Vereinigten Staaten bei der Durchsetzung ihrer Fischereivorschriften zusammengearbeitet haben;

4. Ob und in welchem Umfang das jeweilige Land den in der ausschließlichen Wirtschaftszone gefangenen Fisch für seinen Inlandverbrauch benötigt;

5. Ob und in welchem Umfang das jeweilige Land auf andere Weise zum Wachstum, zur Gesundheit und zur Wirtschaftslichkeit der Fischfangindustrie der Vereinigten Staaten beiträgt und

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diese fördert unter anderem dadurch, daß es Fanggerätekonflikte mit auf Fang befindlichen Fischern der Vereinigten Staaten möglichst vermeidet und Fischfang- und Verarbeitungstechnologien überträgt, die für die Fischfangindustrie der Vereinigten Staaten von Nutzen sind;

6. Ob und in welchem Umfang die Fischereifahrzeuge des jeweiligen Landes traditionsgemäß auf die betreffende Fischerei gefischt haben;

7. Ob und in welchem Umfang das jeweilige Land mit den Vereinigten Staaten in der Fischereiforschung und bei der Feststellung von Fischereiressourcen zusammenarbeitet und dazu wichtige Beiträge leistet; und

8. Weitere Fragen, die die Vereinigten Staaten für geeignet halten.

ARTIKEL V

Die Regierung der Deutschen Demokratischen Republik arbeitet mit den Vereinigten Staaten zusammen und unterstützt sie bei der Entwicklung ihrer Fischfangindustrie und der Erhöhung ihres Exports an Fischprodukten, indem sie solche Maßnahmen trifft wie die Reduzierung oder Beseitigung von Hindernissen für die Einfuhr und den Absatz von Fischprodukten der Vereinigten Staaten, die Zurverfügungstellung von Informationen über verfahrenstechnische und administrative Voraussetzungen für den Zugang von Fischprodukten der Vereinigten Staaten zur Deutschen Demokratischen Republik, die Übermittlung ökonomischer Daten, die Vermittlung von Fachwissen, die Erleich-

terung der Übertragung von Fischfang- oder Verarbeitungstechnologie an die Fischfangindustrie der Vereinigten Staaten, die Erleichterung der Schaffung geeigneter gemeinsamer Unternehmen sowie anderer Vereinbarungen, die Unterrichtung ihrer Industrie von Möglichkeiten des Handels und gemeinsamer Unternehmen mit den Vereinigten Staaten und andere geeignete Schritte unternimmt.

ARTIKEL VI

Die Regierung der Deutschen Demokratischen Republik ergreift alle erforderlichen Maßnahmen, um zu gewährleisten:

1. daß Staatsbürger und Fischereifahrzeuge der Deutschen Demokratischen Republik sich des Fischens a-uf lebende Ressourcen enthalten, über die die Vereinigten Staaten souveräne Rechte zur Erforschung, Ausbeutung, Erhaltung und Bewirtschaftung ausüben, es sei denn, sie sind dazu gemäß diesem Abkommen ermächtigt;

2. daß alle dazu ermächtigten Fischereifahrzeuge die Festlegungen der gemäß diesem Abkommen und der entsprechenden Gesetze der Vereinigten Staaten ausgestellten Genehmigungen einhalten;

3. daß das Gesamtkontingent, auf das in Artikel III Absatz 2 Unterabsatz d) dieses Abkommens Bezug genommen wird, bei keiner Fischerei überschritten wird.

ARTIKEL VII

Die Regierung der Deutschen Demokratischen Republik kann bei der Regierung der Vereinigten Staaten einen Antrag auf eine Genehmigung für jedes Fischereifahrzeug der Deutschen Demokratischen Republik stellen, das gemäß diesem Abkommen Fischfang in der ausschließlichen Wirtschaftszone betreiben möchte. Dieser Antrag wird entsprechend dem Anhang I, der einen integrierenden Bestandteil dieses Abkommens bildet, ausgefertigt und bearbeitet. Die Regierung der Vereinigten Staaten kann für diese Genehmigungen und für den Fischfang in der ausschließlichen Wirtschaftszone der Vereinigten Staaten Gebühren erheben. Die Regierung der Deutschen Demokratischen Republik übernimmt es, die Zahl solcher Anträge auf das erforderliche Minimum zu beschränken, um zu einer effektiven Abwicklung des Genehmigungsverfahrens beizutragen.

ARTIKEL VIII

Die Regierung der Deutschen Demokratischen Republik gewährleistet, daß Staatsbürger und Fischereifahrzeuge der Deutschen Demokratischen Republik keine Meeressäugetiere innerhalb der ausschließlichen Wirtschaftszone der Vereinigten Staaten absichtlich belästigen, jagen, fangen oder töten oder versuchen, sie absichtlich zu belästigen, zu jagen, zu fangen oder zu töten, es sei denn, daß es durch ein internationales Abkommen über Meeressäugetiere, dem die Vereinigten Staaten angehören, andere Festlegungen gibt oder in Übereinstimmung mit einer von der Regierung der Vereinigten Staaten erlassenen Sonderbefugnis für den Beifang von Meeressäugetieren und dessen Überwachung.

ARTIKEL IX

Die Regierung der Deutschen Demokratischen Republik gewährleistet, daß beim Fischfang gemäß diesem Abkommen

1. der Berechtigungsschein für jedes Fischereifahrzeug der Deutschen Demokratischen Republik an einer gut sichtbaren Stelle des Ruderhauses des Fischereifahrzeuges angebracht wird;

2. geeignete Positionsbestimmungs- und Identifizierungsvorrichtungen entsprechend der Festlegung der Regierung der Vereinigten Staaten auf jedem Schiff angebracht und in arbeitsfähigem Zustand gehalten werden;

3. Beobachtern, die von den Vereinigten Staaten benannt wurden, gestattet w ird, auf Ersuchen an Bord eines solchen Fischereifahrzeuges zu gehen und daß sie, solange sie sich an Bord des Schiffes befinden, entsprechend dem Rang eines Schiffsoffiziers behandelt werden, daß die Reeder, Schiffsführer und Mannschaften solcher Fischereifahrzeuge die Beobachter bei der Durchführung ihrer dienstlichen Aufgaben unterstützen und daß ferner der Regierung der Vereinigten Staaten die für den Einsatz von Beobachtern entstehenden Kosten erstattet werden;

4. Vertreter ernannt und innerhalb der Vereinigten Staaten eingesetzt werden, die befugt sind, Rechtsvorgänge, die in den Vereinigten Staaten in bezug auf einen Reeder oder Schiffsführer eines Fischereifahrzeuges der Deutschen Demokratischen Republik in jeder Angelegenheit eingeleitet werden, die aus Fischfang auf die lebenden Ressourcen resultiert,

über die die Vereinigten Staaten souveräne Rechte zur Erforschung, Ausbeutung, Erhaltung und Bewirtschaftung ausüben, entgegenzunehmen und darauf zu reagieren; und

5. alle erforderlichen Maßnahmen ergriffen werden, um Fanggerätekonflikte möglichst zu vermeiden und zu gewährleisten, daß Staatsbürger der Vereinigten Staaten für jeden Verlust und jede Beschädigung ihrer Fischereifahrzeuge, Fanggeräte oder ihres Fanges und für daraus resultierende ökonomische Verluste, verursacht durch ein Fischereifahrzeug der Deutschen Demokratischen Republik, nach den Festlegungen geltender Verfahrensregeln der Vereinigten Staaten umgehend und angemessen e-ntschädigt werden.

ARTIKEL X

Die Regierung der Deutschen Demokratischen Republik ergreift alle geeigneten Maßnahmen, um die Vereinigten Staaten bei der Durchsetzung ihrer Gesetze betreffend den Fischfang in der ausschließlichen Wirtschaftszone zu unterstützen und zu gewährleisten, daß jedes Fischereifahrzeug der Deutschen Demokratischen Republik, das Fischfang auf die lebenden Ressourcen betreibt, die den souveränen Rechten der Vereinigten Staaten zur Erforschung, Ausbeutung, Erhaltung und Bewirtschaftung unterliegen, ordnungsgemäß ermächtigten Vollzugsbeamten der Vereinigten Staaten das Anbordgehen und Inspizieren eines solchen Fischereifahrzeuges gestattet und sie dabei unterstützt sowie bei Vollzugsmaßnahmen mit ihnen zusammenarbeitet, die gemäß den Gesetzen der Vereinigten Staaten vorgenommen werden können.

ARTIKEL XI

1. Die Regierung der Vereinigten Staaten verhängt in Übereinstimmung mit den Gesetzen der Vereinigten Staaten geeignete Strafen über Fischereifahrzeuge der Deutschen Demokratischen Republik oder deren Reeder oder Schiffsführer oder Besatzungen, die die Bedingungen dieses Abkommens oder entsprechend diesem Abkommen ausgestellter Genehmigungen verletzen.

2. Beschlagnahmte Schiffe und ihre Mannschaften werden, vorbehaltlich der Leistung einer vom Gericht festzulegenden angemessenen Kaution oder anderen Sicherheit, unverzüglich freigelassen.

3. Im Falle von Verletzungen von Fischereivorschriften, die bei den gemäß diesem Abkommen betriebenen Fischereiaktivitäten entstehen, werden keine Gefängnisstrafen und keine anderen Formen physischer Bestrafung verhängt, ausgenommen im Falle von Vergehen, die mit Vollstreckungshandlungen im Zusammenhang stehen, wie Gewaltanwendung gegen Vollzugsbeamte oder die Verweigerung des Anbordgehens und der Inspektion.

4. In Fällen der Aufbringung und Beschlagnahme eines Schiffes durch die Behörden der Regierung der Vereinigten Staaten wird der Regierung der Deutschen Demokratischen Republik unverzüglich auf diplomatischem Wege mitgeteilt, welche Maßnahmen getroffen und welche Strafen in der Folgezeit verhängt wurden.

ARTIKEL XII

1. Die Regierung der Vereinigten Staaten und die Regierung der Deutschen Demokratischen Republik werden bei der Durchführung wissenschaftlicher Forschung zusammenarbeiten, die zum Zwecke der Bewirtschaftung und Erhaltung der lebenden Ressourcen, die den souveränen Rechten zur Erforschung, Ausbeutung, Erhaltung und Bewirtschaftung der Vereinigten Staaten unterliegen, notwendig ist, einschließlich der Zusammenstellung der besten verfügbaren wissenschaftlichen Informationen für die Bewirtschaftung und Erhaltung von beiderseitig interessierenden Beständen.

2. Die zuständigen Organe der beiden Regierungen werden gegebenenfalls durch Schriftwechsel oder Zusammenkünfte bei der Aufstellung periodischer Forschungspläne zu gemeinsam interessierenden Beständen zusammenarbeiten. Sie können diese Pläne von Zeit zu Zeit durch Vereinbarung abändern. Die vereinbarten Forschungspläne können den Austausch von Informationen und Wissenschaftlern, regelmäßige Zusammenkünfte von Wissenschaftlern zur Vorbereitung von Forschungsplänen und Überprüfung der Fortschritte sowie die gemeinsame Durchführung von Forschungsvorhaben vorsehen, sind jedoch nicht darauf beschränkt.

3. Die Durchführung vereinbarter Forschungstätigkeit an Bord eines Fischereifahrzeuges der Deutschen Demokratischen Republik während regulärer gewerbsmäßiger Fischfangtätigkeit in der ausschließlichen Wirtschaftszone der Vereinigten Staaten bedeutet nicht, daß sich die Art der Tätigkeit des Schiffes von Fischfang in wissenschaftliche

Forschung verwandelt. Die Notwendigkeit der Einholung einer Genehmigung für das Schiff in Übereinstimmung mit Artikel VII bleibt daher bestehen.

4. Die Regierung der Deutschen Demokratischen Republik wird gemäß Verfahren, die von den Vereinigten Staaten festgelegt werden, bei der Anwendung eines Systems zur Sammlung und Archivierung biostatistischer sowie fischwirtschaftlicher Daten, einschließlich von Fang- und Aufwandsstatistiken, mit der Regierung der Vereinigten Staaten zusammenarbeiten.

ARTIKEL XIII

Die Regierung der Vereinigten Staaten und der Regierung der Deutschen Demokratischen Republik führen periodisch bilaterale Konsultationen über die Verwirklichung dieses Abkommens und die Entwicklung der weiteren Zusammenarbeit auf dem Gebiet des beiderseitig interessierenden Fischfangs durch, einschließlich der Schaffung geeigneter multilateraler Organisationen für die Sammlung und Analyse wissenschaftlicher Daten über diesen Fischfang.

ARTIKEL XIV

Die Regierung der Vereinigten Staaten übernimmt es, den gemäß diesem Abkommen fangberechtigten Fischereiforschungsschiffen und Fischereischiffen der Deutschen Demokratischen Republik zu gestatten, entsprechend den Gesetzen der Vereinigten Staaten und den Bestimmungen, auf die in Anhang II Bezug genommen wird, festgelegte Häfen anzulaufen.

ARTIKEL XV

Sollte die Regierung der Vereinigten Staaten der Regierung der Deutschen Demokratischen Republik mitteilen, daß Staatsbürger und Fischereifahrzeuge der Vereinigten Staaten in der Fischereizone der Deutschen Demokratischen Republik oder ihrem Äquivalent Fischfang betreiben möchten, so wird die Regierung der Deutschen Demokratischen Republik eine solche Fangtätigkeit auf der Grundlage der Gegenseitigkeit und unter Bedingungen, die nicht restriktiver sind als die , die gemäß diesem Abkommen festgelegt sind, gestatten.

ARTIKEL XVI

Nichts in diesem Abkommen präjudiziert die Positionen der beiden Regierungen hinsichtlich der bestehenden territorialen oder sonstigen Zuständigkeit des Küstenstaates für alle anderen Zwecke als die Erhaltung und Bewirtschaftung der Fischbestände.

ARTIKEL XVII

1. Dieses Abkommen tritt zu einem durch Notenaustausch zu vereinbarenden Zeitpunkt nach beendigter Durchführung der innerstaatlichen Verfahren durch beide Regierungen in Kraft. Es bleibt bis zum 1. Juli 1988 in Kraft, wenn es nicht durch Notenaustausch zwischen den Seiten verlängert wird. Unbeschadet des Vorangehenden kann jede der beiden Seiten dieses Abkommen beenden, nachdem sie der anderen Seite diese Absicht zwölf Monate im voraus schriftlich mitgeteilt hat.

2. Dieses Abkommen unterliegt zwei Jahre nach seinem Inkrafttreten auf Ersuchen einer der beiden Regierungen einer Überprüfung durch die beiden Regierungen.

ZU URKUND DESSEN haben die Unterzeichneten, die hierzu gehörig bevollmächtigt waren, dieses Abkommen unterzeichnet.

AUSGEFERTIGT in Washington, am 13. April 1983, in zwei Exemplaren, jedes in englischer und deutscher Sprache, wobei beide Texte gleichermaßen verbindlich sind.

FÜR DIE REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA

Theodore H. Kronmiller

FÜR DIE REGIERUNG DER DEUTSCHEN DEMOKRATISCHEN REPUBLIK

Peter-Michael Köhler

ANHANG I

Verfahren für Anträge und Genehmigungen

Die folgenden Verfahren regeln die Beantragung und die Ausstellung von Jahresgenehmigungen, die Schiffe der Deutschen Demokratischen Republik dazu berechtigen, den Fang lebender Ressourcen zu betreiben, über die die Vereinigten Staaten souveräne Rechte zur Erforschung, Ausbeutung, Erhaltung und Bewirtschaftung ausüben:

1. Die Regierung der Deutschen Demokratischen Republik kann bei den zuständigen Behörden der Vereinigten Staaten für jedes Fischereifahrzeug der Deutschen Demokratischen Republik einen Antrag stellen, das gemäß diesem Abkommen Fischfang betreiben möchte. Dieser Antrag wird auf den von der Regierung der Vereinigten Staaten zu diesem Zweck ausgegebenen Formularen gestellt.

2. In jedem Antrag wird angegeben:

a. der Name und die offizielle Nummer oder andere Kennzeichen jedes Fischereifahrzeuges, für das um eine Genehmigung ersucht wird, zusammen mit dem Namen und der Anschrift des Reeders und des Schiffsführers;

b. die Tonnage, Kapazität, Geschwindigkeit, Verarbeitungsausrüstungen, Typ und Menge der Fanggeräte sowie andere Informationen, die sich auf die Fangmerkmale des Fahrzeuges beziehen, die eventuell verlangt werden können;

c. eine Spezifizierung jeder Fischerei, die jedes dieser Schiffe betreiben möchte;

d. die Fischmenge oder Fangtonnage nach Arten, die für jedes dieser Schiffe in der Zeit vorgesehen ist, in der eine solche Genehmigung gilt;

e. das Meeresgebiet sowie die Saison oder der Zeitraum, in denen dieser Fischfang betrieben würde; und

f. andere diesbezügliche Informationen, die eventuell verlangt sein können, einschließlich gewünschte Umladegebiete.

3. Die Regierung der Vereinigten Staaten prüft jeden Antrag und legt fest, welche Bedingungen und Beschränkungen notwendig sein können sowie welche Gebühren verlangt werden und informiert die Regierung der Deutschen Demokratischen Republik über solche Festlegungen. Die Regierung der Vereinigten Staaten behält sich das Recht vor, Anträge nicht zu genehmigen.

4. Die Regierung der Deutschen Demokratischen Republik teilt daraufhin der Regierung der Vereinigten Staaten mit, ob sie diese Bedingungen und Beschränkungen annimmt oder ablehnt, und im Falle einer Ablehnung die Einwände hierzu.

5. Bei Annahme der Bedingungen und Beschränkungen durch die Regierung der Deutschen Demokratischen Republik und bei Bezahlung jeglicher Gebühren genehmigt die Regierung der Vereinigten Staaten den Antrag und erteilt eine Genehmigung für jedes Fischereifahrzeug der Deutschen Demokratischen Republik, das darauf gemäß diesem Abkommen und den in der Genehmigung festgelegten Bedingungen und Bestimmungen befugt ist, Fischfang zu betreiben. Solche Genehmigungen werden für ein bestimmtes Schiff ausgestellt und sind nicht übertragbar.

6. Falls die Regierung der Deutschen Demokratischen Republik der Regierung der Vereinigten Staaten ihre Einwände zu bestimmten Bedingungen und Beschränkungen mitteilt, können sich die beiden Seiten diesbezüglich konsultieren, und die Regierung der Deutschen Demokratischen Republik kann daraufhin einen überarbeiteten Antrag stellen.

7. Die Verfahren in diesem Anhang können durch Vereinbarung in Form eines Notenaustausches zwischen den beiden Regierungen geändert werden.

ANHANG II

Verfahren zum Anlaufen von Häfen der Vereinigten Staaten

Artikel XIV des Abkommens sieht das Anlaufen bestimmter Schiffe der Deutschen Demokratischen Republik in benannte Häfen der Vereinigten Staaten zu bestimmten Zwecken in Übereinstimmung mit den Gesetzen der Vereinigten Staaten vor. Anhang II benennt die Häfen und genehmigten Zwecke und beschreibt die Verfahren für das Anlaufen dieser Häfen.

1. Die folgenden Schiffstypen dürfen die namentlich festgelegten Häfen anlaufen, nachdem mindestens 4 Arbeitstage vor dem Anlaufen eine Mitteilung darüber eingegangen ist:
   a) Fischereiforschungsschiffen und Fischereischiffen, die an gemeinsamen Unternehmen einschließlich des Bord zu Bord-Kaufes von Fisch von Fischerei-Fahrzeugen der Vereinigten Staaten teilnehmen, sowie anderen Fischereischiffen (einschließlich Hilfsschiffen) der Deutschen Demokratischen Republik, denen gemäß dieses Abkommens Genehmigungen erteilt wurden, ist gestattet, die Häfen von Baltimore, Maryland; Philadelphia, Pennsylvania; New York, New York; Boston, Massachusetts; anzulaufen.
   b) Fischereiforschungsschiffen der Deutschen Demokratischen Republik ist gestattet, die Häfen von Buzzards Bay and Woods Hole, Massachusetts, anzulaufen.

2. Schiffe, auf die in Absatz 1 Bezug genommen ist, dürfen die genannten Häfen für einen Zeitraum, der 7 Kalendertage nicht überschreitet, zum Zwecke der wissenschaftlichen Planung und Diskussion, zum Austausch wissenschaftlicher Daten, Ausrüstung und Personal und zur Wiederauffüllung der Schiffsvorräte oder des Frischwassers, zum Bunkern, zur Gewährung

von Freizeit oder zum Wechsel der Schiffsbesatzung, zu Reparaturen oder um andere Dienstleistungen in Anspruch zu nehmen, die normalerweise in solchen Häfen gewährt werden, und, falls notwendig, zur Entgegennahme von Genehmigungen anlaufen. Es wird jedoch vorgesehen, daß in Ausnahmefällen, dass heisst in Fällen höherer Gewalt, die Schiffe eine längere Zeit im Hafen bleiben dürfen, die notwendig ist, um Reparaturen zur Wiederherstellung der Seetüchtigkeit und Zuverlässigkeit der Schiffsführung, ohne die die Reise nicht fortgesetzt werden kann, durchzuführen. Alle diese Hafenanläufe müssen in Übereinstimmung mit den entsprechenden Regeln und Bestimmungen der Vereinigten Staaten sowie der Bundesstaaten und örtlichen Behörden in den Gebieten, in denen diese die Jurisdiktion haben, erfolgen.

3. Die Mitteilung, auf die im Absatz 1 Bezug genommen wurde, muß für das Schiff durch einen Vertreter an die Küstenwache der Vereinigten Staaten (GWPE) e-ntsprechend dem Standardverfahren unter Benutzung von Telex (892427), Teletypeverbindung "TWX" (710-822-1959) oder Western Union vorgenommen werden.
Hinsichtlich von Schiffen, die im Rahmen dieses Abkommens beabsichtigen, Häfen der Vereinigten Staaten anzulaufen, behalten sich die Vereinigten Staaten das Recht vor, diese Schiffe durch autorisiertes Personal der Küstenwache der Vereinigten Staaten oder anderer geeigneter Bundesbehörden zu inspizieren.

4. Die Regierung der Vereinigten Staaten wird durch die Konsularabteilungen ihrer diplomatischen Vertretungen zur Beantragung von Visa, die für einen Zeitraum von 12 Monaten zur mehrfachen Einreise in die namentlich festgelegten Häfen der

Vereinigten Staaten gültig sind, Besatzungslisten entgegennehmen. Eine solche Besatzungsliste muß mindestens 14 Tage vor dem ersten Anlaufen eines Hafens der Vereinigten Staaten übergeben werden.

Die Übergabe einer ergänzten (zusätzlichen) Besatzungsliste nach der Abreise eines Schiffes von einem Hafen der Deutschen Demokratischen Republik unterliegt ebenfalls den Bestimmungen dieses Absatzes unter der Voraussetzung, daß solche Visa nur 12 Monate vom Datum der Ausstellung der Visa der ursprünglichen Besatzungsliste gültig sind.

Die Mitteilung über das Anlaufen muß enthalten, ob auf der Grundlage des mehrfachen Einreisevisums um Landgang gebeten wird.

5. In Fällen, in denen ein Seemann der Deutschen Demokratischen Republik zum Zwecke der medizinischen Notbehandlung von seinem Schiff nach den Vereinigten Staaten gebracht wird, gewährleisten die Behörden der Deutschen Demokratischen Republik, daß der Seemann innerhalb von 14 Tagen nach seiner Entlassung aus dem Krankenhaus die Vereinigten Staaten verläßt. In dem Zeitraum, in dem sich der Seemann in den Vereinigten Staaten aufhält, sind die Vertreter der Deutschen Demokratischen Republik für ihn verantwortlich.

6. Der Besatzungsaustausch von Schiffen der Deutschen Demokratischen Republik in den namentlich genannten Häfen wird in Abhängigkeit von der Vorlage von Anträgen für individuelle Transitvisa und Besatzungsvisa zur Auswechselung der Besatzung bei den Konsularabteilungen der diplomatischen Vertretungen der Vereinigten Staaten gestattet. Die Anträge müssen 14 Tage vor dem Zeitpunkt der Ankunft der Besatzung

in den Vereinigten Staaten vorgelegt werden und müssen die Namen, Daten und Orte der Geburt, den Zweck des Besuches, das Schiff, zu dem sie gehören und die Art und die Daten der Ankunft aller Mitglieder der Austauschbesatzungen enthalten. Individuelle Pässe oder Seefahrtsbücher müssen diesen Anträgen beigefügt werden. In Abhängigkeit von den Gesetzen und Bestimmungen der Vereinigten Staaten versieht die Vertretung der Vereinigten Staaten jeden Paß oder jedes Seefahrtsbuch mit einem Transit- und Besatzungsvisum, bevor diese zurückgegeben werden. Ausser den obengenannten Anforderungen müssen 14 Tage vor der Ankunft dem Department of State der Name des Schiffes und das Datum seiner voraussichtlichen Ankunft, eine Liste der Namen, Geburtsdaten und Geburtsorte derjenigen Besatzungsmitglieder, die unter der Verantwortung der Vertreter der Deutschen Demokratischen Republik zur Rückführung in die Deutsche Demokratische Republik in die Vereinigten Staaten gebracht werden sollen, und das Datum und die Art ihrer Abreise aus den Vereinigten Staaten übermittelt werden.

7. Außerdem sind, falls notwendig, spezielle Bestimmungen hinsichtlich von Fischerei-Forschungsschiffen der Deutschen Demokratischen Republik, die in Übereinstimmung mit den Bestimmungen des Artikels XII des Abkommens an gemeinsam abgestimmten Forschungsprogrammen teilnehmen, zum Anlaufen von anderen Häfen der Vereinigten Staaten zu schaffen. Ersuchen für ein solches Anlaufen von Fischerei-Forschungsschiffen sind auf diplomatischem Wege an das Department of State der Vereinigten Staaten, Washington, D.C. heranzutragen.

8. Die Bestimmungen von Anhang II können durch eine Vereinbarung in Form eines Notenaustausches zwischen beiden Regierungen verändert werden.

VEREINBARTES PROTOKOLL

Die Vertreter der Regierung der Vereinigten Staaten und der Regierung der Deutschen Demokratischen Republik haben vereinbart, folgendes im Zusammenhang mit dem Abkommen zwischen der Regierung der Vereinigten Staaten von Amerika und der Regierung der Deutschen Demokratischen Republik über die Fischerei vor den Küsten der Vereinigten Staaten, das am heutigen Tage unterzeichnet wurde, schriftlich niederzulegen:

1. Im Hinblick auf Artikel II Absatz 1 nahmen die Vertreter der Regierung der Vereinigten Staaten und der Regierung der Deutschen Demokratischen Republik zur Kenntnis, daß beide Regierungen das Recht von Küstenstaaten auf Inanspruchnahme ausschließlicher Fischereijurisdiktion über Meeresgebiete innerhalb von maximal 200 Seemeilen von in Übereinstimmung mit dem Völkerrecht gezogenen Basislinien anerkennen.
   Es gilt deshalb als vereinbart, daß "von den Vereinigten Staaten anerkannte Gebiete außerhalb nationaler Fischereijurisdiktion", wie in diesem Absatz erwähnt, Gebiete des offenen Meeres bedeuten, die nicht zu einer Fischereizone gehören, die von einem Küstenstaat in Übereinstimmung mit dem oben erwähnten Recht in Anspruch genommen werden.

2. Hinsichtlich Artikel IV bestätigte der Vertreter der Regierung der Vereinigten Staaten, daß bei der Festlegung des Anteiles am Überschuß, der der Deutschen Demokratischen Republik zur Verfügung gestellt wird, alle in diesem Artikel genannten Kriterien in Betracht gezogen werden.

3. Der Vertreter der Regierung der Deutschen Demokratischen Republik unterstrich die Bedeutung der Fischerei-Industrie der Deutschen Demokratischen Republik für die Volkswirtschaft seines Landes und bat, daß die Regierung der Vereinigten Staaten die Notwendigkeit der Fortsetzung von Fischereioperationen durch Schiffe der Deutschen Demokratischen Republik in der ausschließlichen Wirtschaftszone der Vereinigten Staaten gebührend berücksichtigt.
Der Vertreter der Regierung der Vereinigten Staaten unterstrich die Bedeutung einer schnellen und allseitigen Entwicklung der Fischerei-Industrie der Vereinigten Staaten für die Volkswirtschaft der Vereinigten Staaten und verwies auf die Bedeutung, die seine Regierung der Kooperationsbereitschaft der Deutschen Demokratischen Republik in diesem Zusammenhang beimißt. Der Vertreter der Regierung der Vereinigten Staaten erklärte, daß die durch den Vertreter der Regierung der Deutschen Demokratischen Republik zum Ausdruck gebrachte Notwendigkeit der Fortsetzung von Fischerei-Operationen durch Schiffe der Deutschen Demokratischen Republik in Übereinstimmung mit allen entsprechenden Kriterien der Artikel III und IV berücksichtigt würde.

4. Hinsichtlich des Artikels V erklärte der Vertreter der Regierung der Vereinigten Staaten, daß es sich bei den ökonomischen Daten, die wahrscheinlich angefordert werden könnten, um ökonomische Daten handeln würde, die sich auf verschiedene Aspekte des Fischfangs und des Handels mit Fischprodukten beziehen.

5. Hinsichtlich Artikel IX, Absatz 5, erklärte der Vertreter der Regierung der Vereinigten Staaten, daß gemäß Abschnitt 10 der ergänzten Fassung des Fishermen's Protective Act von 1967 (22 USC Sec. 1980) ökonomische Folgeschäden im allgemeinen Einkommensverluste einschließen, die im Ergebnis eines Fanggerätekonflikts entstanden sind.

6. Der Vertreter der Regierung der Deutschen Demokratischen Republik bat darum, daß die Liste der Häfen, die im Anhang II, Absatz 1. a), enthalten ist, um folgende Häfen erweitert wird: Dutch Harbour, Kodiak and Seward, Alaska; Seattle, Washington; San Francisco, California; and Portland and Coos Bay, Oregon.

Der Vertreter der Regierung der Vereinigten Staaten sagte eine Prüfung dieser Bitte zu und erklärte seine Bereitschaft, eine Erweiterung, falls möglich, in Form eines Notenaustausches zwischen den beiden Regierungen vorzunehmen.

MEXICO

Telecommunications: Frequency Modulating Broadcasting

Agreement amending the agreement of November 9, 1972, as amended.
Effected by exchange of notes
Signed at Mexico and Tlatelolco February 14 and April 8, 1983;
Entered into force April 8, 1983.

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

Mexico, D. F., February 14, 1983

No. 398

Excellency:

I have the honor to refer to the Agreement of November 9, 1972, between the United States of America and the United Mexican States concerning frequency modulation broadcasting in the 88 to 108 MHz frequency band, as amended. [1]

The United States of America proposes the following further amendment to Table B of the Allotment Plan appearing in Annex II to the 1972 Agreement:

TABLE B

CITY	CHANNEL NUMBER	
	DELETE	ADD
Prescott Valley, Arizona	----	292A
Robstown, Texas	----	208A

The Directorate General of Telecommunications has informed the Federal Communications Commission that it has no technical objection to the proposed amendment, which conforms to the channel separation requirements of Article 6, Section C, of the 1972 Agreement.

His Excellency,

Licenciado Bernardo Sepúlveda Amor,

Secretary of Foreign Relations,

Mexico, D. F.

[1] TIAS 7697, 9436, 9647, 10159, 10234, 10466; 24 UST 1815; 30 UST 3927; 31 UST 4841; 33 UST 1959, 3337; 34 UST 1857.

If the foregoing proposal is acceptable to your Government, I further propose that this Note and your reply to that effect constitute an Agreement modifying the 1972 Agreement, as amended, and entering into force on the date of your reply.

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

John Gavin [1]

[1] John Gavin.

The Mexican Secretary of Foreign Relations to the American Ambassador

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

Tlatelolco, D. F., a 8 de abril de 1983.

Señor Embajador:

315710 Tengo el honor de referirme a la atenta nota de Vuestra Excelencia número 398, fechada el 14 de febrero de 1983, cuyo texto vertido al español es el siguiente:

" Excelencia: Tengo el honor de referirme al Acuerdo del 9 de noviembre de 1972, entre los Estados Unidos de América y los Estados Unidos Mexicanos, relativo a la Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, enmendado.

Los Estados Unidos de América proponen las siguientes enmiendas adicionales a la Tabla B del Plan de Adjudicaciones del Anexo II del Acuerdo de 1972:

Tabla B

Ciudad	Nº de Canal	
	Suprimir	Adicionar
Prescott Valley, Arizona	- - - -	292 A
Robstown, Texas	- - - -	208 A

La Dirección General de Telecomunicaciones informó a la Comisión Federal de Comunicaciones que no existe objeción técnica a las enmiendas propuestas, de conformidad con los requerimientos de separación de canal del Artículo 6, Sección C, del Acuerdo de 1972.

Al Excelentísimo Señor
John A. Gavin,
Embajador de los Estados Unidos de América,
México, D. F.

Si la anterior propuesta es aceptable para su Gobierno, propongo que esta nota y su respuesta constituyan un Acuerdo modificando el Acuerdo de 1972, enmendado, que entrará en vigor en la fecha de su respuesta."

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, en consecuencia, conviene en que la nota 398 de Vuestra Excelencia y la presente, constituyan un Acuerdo entre nuestros dos Gobiernos, en los términos antes transcritos, que modifica el Convenio relativo a la Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, firmado el 9 de noviembre de 1972, el cual entrará en vigor en la fecha de la presente nota.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

B. Espinosa

TRANSLATION

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

Tlatelolco, D.F., April 8, 1983

No. 315710

Mr. Ambassador:

I have the honor to refer to Your Excellency's note No. 398 of February 14, 1983, which translated into Spanish reads as follows:

[For the English language text, see pp. 786-787.]

In reply to Your Excellency's note transcribed above, I am pleased to inform you that the Government of Mexico accepts the terms thereof and, consequently, agrees that Your Excellency's note 398 and this note shall constitute an agreement between our two Governments, in the terms transcribed above, modifying the Agreement concerning frequency modulation broadcasting in the 88 to 108 MHz frequency band, signed on November 9, 1972, which shall enter into force on the date of this note.

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

B. Sepulveda

His Excellency
John A. Gavin,
Ambassador of the United States of America,
Mexico, D.F.

ISRAEL

Atomic Energy: Technical Information Exchange and Cooperation in Nuclear Safety Matters

Agreement signed at Washington April 11, 1983;
Entered into force April 11, 1983.

ARRANGEMENT
BETWEEN
THE UNITED STATES NUCLEAR REGULATORY COMMISSION
(U.S.N.R.C.)
AND
THE ISRAEL ATOMIC ENERGY COMMISSION
(I.A.E.C.)
FOR THE EXCHANGE OF TECHNICAL INFORMATION
AND
COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Israel Atomic Energy Commission (hereinafter called the I.A.E.C.);

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the exchange of technical information and cooperation in nuclear safety matters, originally signed in the U.S. on May 9, 1978 and in Israel on May 19, 1978, [1] such Arrangement including provision for its extension as mutually agreed upon by the parties;

Having indicated their mutual desire to continue the cooperation established under the aforementioned Arrangement;

Have agreed as follows:

[1] TIAS 9247; 30 UST 1215.

I. SCOPE OF THE ARRANGEMENT

I.1 Technical Information Exchange

To the extent that the U.S.N.R.C. and the I.A.E.C. are permitted to do so under the laws, regulations, and policy directives of their respective countries, the parties agree to continue the exchange of the following types of technical information relating to the regulation of safety and environmental impact of designated nuclear facilities:

a. Topical reports concerning safety, safeguards, and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.

b. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities. These may include, but not be limited to, documents relating to site licensing principles and problems, with specific emphasis on principles and guidelines for site safety evaluations regarding

(1) the proximity of capable faulting,

(2) the proximity of a potential earthquake focus, and

(3) the site response to a nearby earthquake;

and principles and guidelines for using probabilities in safety evaluations of

(4) seismic and tectonic events,

(5) tsunamis and like phenomena, and

(6) meteorological and hydrological phenomena.

c. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the I.A.E.C. as similar to certain facilities being built or planned in Israel and equivalent documents on such Israeli facilities.

d. Information in the field of reactor safety research which the parties have the right to disclose, either in the possession of one of the parties or available to it, including light water reactor safety information from the technical areas described in Addenda "A" and "B", attached hereto and made a part hereof. Each party will transmit to the other urgent information concerning research results that require early attention in the interest of public safety, along with an indication of significant implications.

e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

f. Regulatory procedures for the safety, safeguards, and environmental impact evaluation of nuclear facilities.

g. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the parties.

h. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the parties.

I.2 Cooperation in Safety Research

The execution of joint programs and projects of safety research and development, or those programs and projects under which activities are divided between the two parties including the use of test facilities and/or computer programs owned by either party, will be agreed upon on a case-by-case basis and be the subject of a separate agreement implemented by the appropriate research organizations of the parties. Temporary assignments of personnel by one party in the other party's agency will be considered on a case-by-case basis.

I.3 Training and Assignments

The U.S.N.R.C. will assist the I.A.E.C. in providing certain training and experience for I.A.E.C. safety personnel. Costs of salary, allowances and travel of I.A.E.C. participants will be paid by I.A.E.C. Participation will be permitted within the limitation of available resources. The following are typical of the categories of such training and experience that may be provided:

a. I.A.E.C. inspector accompaniment of U.S.N.R.C. inspectors on reactor and reactor construction inspection visits in the U.S., including extended briefings at U.S.N.R.C. regional inspection offices.

78-500 O—92——26

b. Participation by I.A.E.C. employees in U.S.N.R.C. staff training courses.

I.4 Additional Safety Advice

To the extent that the documents and other information provided by the U.S.N.R.C. as described in SCOPE OF THE ARRANGEMENT, above, are not adequate to meet I.A.E.C. needs for technical advice, the parties will consult on the best means for fulfilling such needs. The U.S.N.R.C. will attempt, within the limitations of appropriated resources and legislative authority, to assist the I.A.E.C. in meeting its needs. For example, within these limitations, the U.S.N.R.C. will attempt to meet requests that come through the IAEA for technical assistance missions to Israel by U.S.N.R.C. safety experts.

II. ADMINISTRATION

a. The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange and cooperation under this Arrangement, to recommend revisions, and to discuss topics coming within the scope of the cooperation. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place

under the Arrangement, including their schedules, shall have the prior approval of the two administrators appointed by the parties.

b. An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.

c. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, 250 words or less, describing its scope and content.

d. The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility

of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

e. Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

f. Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its existing laws, regulations, and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

g. Information exchanged under this Arrangement shall be subject to the patent provisions in the Patent Addendum of this document.

III. EXCHANGE AND USE OF INFORMATION

a. The term "information," as used in Article III, means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.

c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

d. In general, information received by each party to this Arrangement may be disseminated freely without further permission of the other party.

e. Proprietary and other confidential or privileged information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

f. In addition, proprietary and other confidential or privileged information may be disseminated without prior consent

(1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary or other confidential or privileged information;

(2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary or other confidential or privileged information is used only within the terms of the permit or license; and

(3) to contractors or organizations identified in (2), above, for use only in work within the scope of the permit or license granted to such organizations,

Provided that any dissemination of proprietary or other confidential or privileged information under (1), (2), and (3), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

g. With the prior written consent of the party furnishing proprietary or other confidential or privileged information under this Arrangement, the receiving party may disseminate such proprietary or other

confidential or privileged information more widely than otherwise permitted. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

h. A party receiving under this Arrangement proprietary or other confidential or privileged information shall respect its proprietary or confidential nature. Proprietary or other confidential or privileged information must be clearly marked so as to indicate its confidential or privileged nature. Confidential or privileged information must, in addition, be accompanied by a statement indicating that the information is protected from public disclosure by the Government of the transmitting party, and that the information is submitted under the condition that it be maintained in confidence.

i. If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this Article, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

j. Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

IV. DURATION

a. This renewed information exchange shall enter into force upon signature and, subject to paragraph IV.b. of this Article, shall remain in force for five years unless extended for a further period of time by agreement of the parties.

b. Either party may withdraw from the present Arrangement after providing the other party written notice 90 days prior to its intended date of withdrawal.

Signed in Washington, DC, on this 11th day of April 1983.

FOR THE ISRAEL ATOMIC ENERGY COMMISSION

Uzi Eilam
General Director

FOR THE UNITED STATES NUCLEAR REGULATORY COMMISSION

Nunzio J. Palladino
Chairman

Addendum "A"

U.S.N.R.C. - I.A.E.C. Reactor Safety Research

Exchange Areas in Which the U.S.N.R.C. is Performing LWR Safety Research

1. Seismic Studies
2. Heavy Section Steel Technology Program
3. Severe Accident Testing Program
4. Separate Effects Testing - Loss of Coolant Accident Studies
5. Analytical Model Development
6. Design Criteria for Piping, Pumps, and Valves
7. Alternate ECCS Studies
8. Core Meltdown Studies
9. Fission Product Release and Transport Studies
10. Probabilistic Studies
11. Man-Machine Interface Studies
12. Fire Protection Studies
13. Decommissioning Studies
14. Radiation Health and Environment Studies
15. Waste Management Studies

Addendum "B"

I.A.E.C. - U.S.N.R.C. Safety Research Areas
in Which the I.A.E.C. is Performing Research

1. Interpretation of Historic and Instrumental Earthquake Data for Seismic Risk Evaluations in the Vicinity of Israel.

2. Seismic Patterns in the South-Eastern Mediterranean.

3. Theoretical Near-Field Ground Motions and Deformations.

PATENT ADDENDUM TO THE U.S.N.R.C. - I.A.E.C. ARRANGEMENT FOR THE EXCHANGE OF TECHNICAL INFORMATION AND COOPERATION IN NUCLEAR SAFETY MATTERS

1. Definitions

When used in this Article unless the context otherwise indicates

i. The term "personnel" means: (a) the employees of a party to this Arrangement and (b) the employees of a contractor of a party to this Arrangement.

ii. The term "inventing party" means the party of this Arrangement whose personnel have made or conceived an invention or discovery during the course of or under the activities covered by the terms of this Arrangement.

2. Reporting and Allocation of Rights

i. Except as otherwise provided in paragraph 2.ii. hereinafter, if an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement, or if such invention was made or conceived as a direct result of information acquired by such personnel from the other party, then the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) agrees to transfer and assign to the other party, all right, title and interest in and to such invention or discovery in

the country of the other party subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use and sell such invention or discovery in such other country; and

(c) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party and in third countries but shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such country of the inventing party and in such third countries.

ii. In the event an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement and such invention was made or conceived while such personnel were assigned to the other party, the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party;

(c) shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in the country of the inventing party; and

(d) agrees to transfer and assign to the other party all right, title, and interest in and to such invention or discovery in the country of the other party and in third countries subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such other country and in such third countries.

iii. As employed in this Arrangement, a license to a party to make, use, and sell an invention or discovery shall include the right to have others make, use, and sell such invention or discovery on behalf of such licensed party.

3. Claims for Compensation

Each party agrees to waive, and does hereby waive, any and all claims against the other party for compensation, royalty or award as regards any invention, discovery, patent application or patent made or conceived in the course of or under this Arrangement, and agrees to release, and does hereby release, the other party with respect to any and all such claims, including any claims under the provisions of the United States Atomic Energy Act of 1954, as amended. [1]

[1] 68 Stat. 919; 42 U.S.C. § 2011 *et seq.*

NETHERLANDS

Atomic Energy: Severe Nuclear Accident Research

Agreement signed at Washington and Petten March 29 and April 11, 1983;
Entered into force April 11, 1983;
Effective February 15, 1983.

Agreement
Between
The Netherlands Energy Research Foundation (ECN)
and
The United States Nuclear Regulatory Commission (USNRC)
Relating to
ECN Participation in the USNRC Program
of Severe Accident Research

This agreement is made effective the fifteenth day of February 1983, between the Netherlands Energy Research Foundation (ECN) and the United States Nuclear Regulatory Commission (USNRC).

Whereas subject to the availability of personnel, material, and appropriated funds, the USNRC is carrying out programs of research into the effects of severe accidents on nuclear power reactors which includes a program for the investigation of severe fuel damage and a program for the investigation of fission product release and transport. These programs are outlined in Section 5.4 of NUREG-0900 (Appendix A) [1] and in Brochure B 247-9/82-.5M (Appendix B). [1]

Whereas the ECN has an interest in access to information which has been developed and continues to arise from these programs of USNRC and wishes to collaborate with USNRC by discussion and exchanges of reports and data and by sponsoring the assignment of personnel to these programs.

Now it is agreed as follows:

1. Objective

As outlined in the recitals, the objective of the present agreement is to provide for collaboration between the parties on the USNRC's programs for investigation of severe fuel damage and fission product release and transport. It is recognized from the outset that USNRC's programs may be subject to change as the work progresses.

[1] Not printed.

2. Obligation of USNRC

2.1 The USNRC shall:

(a) Provide ECN with copies of all pertinent technical program documents such as quick-look reports, technical memoranda and notes, and laboratory reports as soon as they have received appropriate management review.

(b) Transmit to ECN all codes developed under the subject programs and accommodate reasonable requests from ECN for support in their implementation.

(c) Permit Netherlands personnel sponsored by ECN to participate in technical program review meetings and technical progress meetings except for those meetings primarily concerned with administrative and fiscal matters.

(d) Facilitate visits by Netherlands personnel sponsored by ECN to sites at which work relevant to the objective is being carried out.

(e) Permit the assignment of Netherlands personnel sponsored by ECN to participate and work in the USNRC's program and to have full and ready access to relevant documentation, codes, and results as described in 2.1(a) and 2.1(b) above. Make appropriate arrangements with USNRC's contractors and other parties where this is necessary to arrange assignments.

3. Obligation of ECN

In addition to the financial obligations of ECN set forth in Article 4, the ECN shall, subject to the provisions of Article 9 below, provide the USNRC with:

(a) Copies of all reports, technical memoranda, and notes derived from its analyses using codes and data obtained from the USNRC's program.

(b) Timely access to the results of ECN research corresponding to those technical areas which constitute the scope of this Agreement.

4. Price and Payment

In consideration of the Commission carrying out the obligations specified in this Agreement, ECN shall perform fission product chemistry studies, consistent with those outlined in Appendix C, [1] as an in-kind contribution and shall provide the USNRC with information on these studies as outlined in item 3, Obligation of ECN. Further, ECN shall, subject to appropriate governmental financing, pay to the USNRC the sum of Two Hundred and Twenty-Five Thousand US dollars (US $225,000) annually after having deducted Seventy-five Thousand U.S. dollars (US $75,000) annually for the participation of the USNRC in the studies of ECN as outlined in Appendix C.

5. Duration and Termination

This Agreement shall endure for a period of 4 years unless extended by mutual agreement. Either party may withdraw from the present arrange-

[1] Not printed.

ment after providing the other party written notice 6 months prior to its intended date of withdrawal consistent with Article 6B of the preceding agreement. [1]

6. Points of Contact

Each party shall nominate a representative of its staff and an alternate to be responsible for carrying out day-to-day administration of the Agreement.

7. Assignments of Staff

Assignment of staff by one party to the other shall be the subject of a separate agreement between the parties as envisaged in Article II A2 of the preceding Agreement. The costs of travel by assigned Netherlands personnel for the purposes of ECN shall be at the expense of the ECN. The cost of travel by assigned US personnel for the purposes of the USNRC shall be at the expense of the USNRC.

8. Responsibility for Information

Information furnished by one party to the other under this Agreement shall be accurate to the best knowledge and belief of the party supplying the information. However, neither party gives any warranty as to the accuracy of such information or shall have any responsibility for the consequences of any use to which such information may be put by the other party or by any third party.

[1]Signed Jan. 9 and 20, 1978. TIAS 9703; 32 UST 327.

9. Use of Information

A. Both parties agree that, pending the grant by the transmitting party of approval to publish, information developed or transmitted under this Agreement will be freely available to governmental authorities and organizations cooperating with the parties. Such information, except as noted below in paragraphs B and C, may, as required by the administrative procedures in its own country, also be made available to the public by either party through customary channels and in accordance with the normal procedures of the parties.

B. It is recognized by both parties that in the process of exchanging information, or in the process of other cooperation, the parties may provide to each other "industrial property of a proprietary nature." Such property, including trade secrets, inventions, patent information, and know-how, made available hereunder and which bears a restrictive designation, shall be respected by the receiving party and shall not be used for commercial purposes or made public without the consent of the transmitting party. Such property is defined as:

(a) Of a type customarily held in confidence by commerical firms;

(b) Not generally known or publicly available from other sources;

(c) Not having been made available previously by the transmitting party or others without an agreement concerning its confidentiality; and

(d) Not already in possession of the receiving party or its contractors.

C. Recognizing that "industrial property of a proprietary nature," as defined above, may be necessary for the conduct of a specific cooperative project or may be included in an exchange of information, such property shall be used only in the furtherance of nuclear safety programs in the receiving country. Its dissemination will, unless otherwise mutually agreed, be limited as follows:

(a) To persons within or employed by the receiving party, and to other concerned government agencies of the receiving party, and

(b) To prime or subcontractors of the receiving party for use only within the country of the receiving party and within the framework of its contract(s) with the respective party engaged in work relating to the subject matter or the information so disseminated, and

(c) On an as-needed, case-by-case basis, to organizations licensed by the receiving party to construct or operate nuclear production or utilization facilities, provided that such information is used only within the terms of the license and in work relating to the subject matter of the information so disseminated, and

(d) To contractors of licensed organizations in subparagraph (c) receiving such information, for use only in work within the scope of the license.

PROVIDED that the information disseminated to any person under subparagraphs (b), (c), and (d) above shall be pursuant to an agreement of confidentiality.

D. The application or use of any information exchanged or transferred between the parties under this Agreement shall be the responsibility of the party receiving the information, and the transmitting party does not warrant the suitability of the information for any particular use of application.

10. Patents and Copyright

A. With respect to any invention or discovery made or conceived during the period of, or in the course of or under, this Agreement for ECN participation in the USNRC Severe Accident Research program, the USNRC on behalf of the United States Government, as recipient party, and the ECN, as assigning party, hereby agree that:

1. If made or conceived by personnel of one party (the assigning party) or its contractors while assigned to the other party (recipient party) or its contractors:

(a) The recipient party shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in its own Country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license to the assigning party, with the right to grant sublicenses, under any such invention,

discovery, patent application or patent for use in the production or utilization of special nuclear material or atomic energy; and

(b) The assigning party shall acquire all right, title, and interest in and to any such invention, discovery, patent application, or patent in its own Country, subject to a non-exclusive, irrevocable, royalty-free license to the recipient party, with the right to grant sublicenses, under any such invention, discovery, patent application or patent, for use in the production or utilization of special nuclear material or atomic energy.

2. If made or conceived other than by personnel in paragraph 1 above and while in attendance at meetings or when employing information which has been communicated under this exchange agreement by one party or its contractors to the other party, the party making the invention shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in all countries, subject to the grant to the other party of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, in and to any such invention, discovery, patent application, or patent in all countries, for use in the production or utilization of special nuclear material or atomic energy.

B. Neither party shall discriminate against citizens of the Country of the other party with respect to granting any license or sublicense under any invention pursuant to subparagraphs A1(a) and A(2) above.

C. Each party will assume the responsibility to pay awards or compensation required to be paid to its nationals according to the laws of its Country.

11. Disputes

Cooperation under this Agreement shall be in accordance with the laws and regulations of the respective countries. All questions related to the Agreement arising during its term shall be settled by the parties by mutual agreement.

In Witness whereof this Agreement has been entered into the day and year first before written.

For the Netherlands Energy Research Foundation:

By _____ [1]

Title Managing Director of Research

Date April 11, 1983

For the United States Nuclear Regulatory Commission:

By _____ [2]

Title Executive Director for Operations

Date March 29, 1983

[1] J. A. Goedkoop.
[2] William J. Dircks.

FEDERAL REPUBLIC OF GERMANY

Atomic Energy: Severe Nuclear Accident Research

Agreement signed at Washington and Karlsruhe March 29 and April 15, 1983;
Entered into force April 15, 1983.

AGREEMENT
BETWEEN
THE PROJECT NUCLEAR SAFETY (PNS) WITHIN
KERNFORSCHUNGSZENTRUM KARLSRUHE GmbH (KfK)
AND
THE UNITED STATES NUCLEAR REGULATORY COMMISSION (USNRC)
RELATING TO
COOPERATION IN SEVERE ACCIDENT RESEARCH PROGRAMS

This agreement is made this 15. day of April , 1983, between the Project Nuclear Safety (PNS) within the Kernforschungszentrum Karlsruhe GmbH (KfK) and the United States Nuclear Regulatory Commission (USNRC).

Whereas, the U.S. Nuclear Regulatory Commission (USNRC) and the Bundesminister Fuer Forschung and Technologie (BMFT) of the Federal Republic of Germany have signed a Technical Exchange and Cooperative Arrangement in the Field of Reactor Safety Research and Development dated April 30, 1981. [1]

Whereas, Section A.1 of this Arrangement relates to LWR Accident Behavior and Consequences and Subsection A.1.4 calls for cooperation in the area of Fuel Behavior under Accident Conditions.

Whereas, the PNS/KfK has been duly authorized by the BMFT to enter this agreement with the U.S. Nuclear Regulatory Commission.

Whereas, subject to the availability of personnel, material, and appropriated funds, the USNRC and PNS/KfK are carrying out programs of research into the effects of severe accidents on nuclear power reactors which include a program for the investigation of severe fuel damage and a program for the investigation of fission product release and transport. The USNRC's programs are outlined in Section 5.4 of NUREG-0900 (Annex A) [2] and in Brochure B 247-9/82-.5M (Annex B) [2] and the programs of PNS/KfK are described in Annex C and D.

Now it is agreed as follows:

[1] TIAS 10654; 35 UST 355.
[2] Not printed.

1. Objective

As outlined in the recitals, the objective of the present agreement is to provide for collaboration between the parties on the USNRC's and PNS's programs

- for investigation of severe fuel damage, and

- for investigation of fission product release and transport.

It is recognized from the outset that the programs may be subject to change as the work progresses.

2. Obligation of USNRC

The USNRC shall:

(a) Provide PNS/KfK with copies of all pertinent technical program documents such as quick-look reports, technical memoranda and notes, and laboratory reports as soon as they have received appropriate management review.

(b) Transmit to PNS/KfK all codes developed under the subject programs and accomodate reasonable requests from PNS/KfK for support in their implementation.

(c) Permit PNS/KfK personnel to participate in technical program review meetings and technical progress meetings except for those meetings primarily concerned with administrative and fiscal matters.

(d) Facilitate visits by PNS/KfK personnel to sites at which work relevant to the objective is being carried out.

(e) Permit the assignment of PNS/KfK personnel sponsored by PNS/KfK to participate and work in the USNRC's program and to have full and ready access to relevant documentation, codes, and results as described in 2(a) and 2(b) above. Make appropriate arrangements with USNRC's contractors and other parties where this is necessary to arrange assignments.

3. Obligation of PNS/KfK

PNS/KfK shall:

(a) Provide the USNRC with copies of all pertinent technical program documents such as quick-look reports, technical memoranda and notes, and laboratory reports as soon as they have received appropriate management review.

(b) Transmit to the USNRC all relevant codes and accomodate reasonable requests from the USNRC for support in their implementation.

(c) Permit the USNRC personnel and, upon PNS/KfK-USNRC concensus, other financially contributing participants in the USNRC severe fuel damage program to attend technical program review meetings and technical progress meetings except for those meetings primarily concerned with administrative and fiscal matters.

(d) Facilitate visits by USNRC personnel to sites at which work relevant to the objective is being carred out.

(e) Permit the assignment of USNRC personnel sponsored by USNRC to participate and work in the PNS's program and to have full and ready access to relevant documentation, codes, and results. Make

appropriate arrangements with PNS's contractors and other parties where this is necessary to arrange assignments.

(f) Permit the USNRC to supply information it receives from PNS under this agreement to other financially contributing participants in the USNRC severe fuel damage program, provided that they agree to accept the limits described herein in Article 8, "Use of Information."

4. Duration and Termination

This Agreement shall endure for a period of 4 years unless extended by mutual agreement. Either party may withdraw from the present arrangement after providing the other party written notice 6 months prior to its intended date of withdrawal.

5. Points of Contact

Each party shall nominate a representative of its staff and an alternate to be responsible for carrying out day-to-day administration of the Agreement.

6. Assignments of Staff

Assignment of staff by one party to the other shall be the subject of a separate agreement between the parties. The costs of travel by assigned PNS/KfK personnel for the purposes of PNS/KfK shall be at the expense of the PNS/KfK. The cost of travel by assigned US personnel for the purposes of the USNRC shall be at the expense of the USNRC.

7. Responsibility for Information

Information furnished by one party to the other under this Agreement shall be accurate to the best knowledge and belief of the party supplying the information. However, neither party gives any warranty as to the accuracy of such information or shall have any responsibility for the consequences of any use to which such information may be put by the other party or by any third party.

8. Use of Information

A Both parties agree that, pending the grant by the transmitting party of approval to publish, information developed or transmitted under this Agreement will be freely available to governmental authorities and organizations cooperating with the parties. Such information, except as noted below in paragraphs B and C, may, as required by the administrative procedures in its own country, also be made available to the public by either party through customary channels and in accordance with the normal procedures of the parties.

B. It is recognized by both parties that in the process of exchanging information, or in the process of other cooperation, the parties may provide to each other "industrial property of a proprietary nature." Such property, including trade secrets, inventions, patent information, and know-how, made available hereunder and which bears a restrictive designation, shall be respected by the receiving party and shall not be used for commerical purposes or made public without the consent of the transmitting party. Such property is defined as:

(a) Of a type customarily held in confidence by commercial firms;

(b) Not generally known or publicly available from other sources;

(c) Not having been made available previously by the transmitting party or others without an agreement concerning its confidentiality; and

(d) Not already in possession of the receiving party or its contractors.

C. Recognizing that "industrial property of a proprietary nature," as defined above, may be necessary for the conduct of a specific cooperative project or may be included in an exchange of information, such property shall be used only in the furtherance of nuclear safety programs in the receiving country. Its dissemination will, unless otherwise mutually agreed, be limited as follows:

(a) To persons within or employed by the receiving party, and to other concerned government agencies of the receiving party, and

(b) To prime or subcontractors of the receiving party for use only within the country of the receiving party and within the framework of its contract(s) with the respective party engaged in work relating to the subject matter or the information so disseminated, and

(c) On an as-needed, case-by-case basis, to organizations licensed by the receiving party to construct or operate nuclear production or utilization facilities, provided that such information

is used only within the terms of the license and in work relating to the subject matter of the information so disseminated, and

(d) To contractors of licensed organizations in subparagraph (c) receiving such information, for use only in work within the scope of the license.

PROVIDED that the information disseminated to any person under subparagraphs (b), (c), and (d) above shall be pursuant to an agreement of confidentiality.

D. The application or use of any information exchanged or transferred between the parties under this Agreement shall be the responsibility of the party receiving the information, and the transmitting party does not warrant the suitability of the information for any particular use of application.

9. Patents and Copyright

A. With respect to any invention or discovery made or conceived during the period of, or in the course of or under, this Agreement for USNRC and PNS/KfK participation in their Severe Accident Research programs, the USNRC on behalf of the United States Government, and the PNS/KfK, hereby agree that:

1. If made or conceived by personnel of one party (the assigning party) or its contractors while assigned to the other party (recipient party) or its contractors:

(a) The recipient party shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in its own Country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license to the assigning party, with the right to grant sublicenses, under any such invention, discovery, patent application or patent for use in the production or utilization of special nuclear material or atomic energy; and

(b) The assigning party shall acquire all right, title, and interest in and to any such invention, discovery, patent application, or patent in its own Country, subject to a non-exclusive, irrevocable, royalty-free license to the recipient party, with the right to grant sublicenses, under any such invention, discovery, patent application or patent, for use in the production or utilization of special nuclear material or atomic energy.

2. If made or conceived other than by personnel in paragraph 1 above and while in attendance at meetings or when employing information which has been communicated under this exchange agreement by one party or its contractors to the other party, the party making the invention shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in all countries, subject to the grant

cable license, with the right to grant sublicenses, in and to any such invention, discovery, patent application, or patent in all countries, for use in the production or utilization of special nuclear material or atomic energy.

B. Neither party shall discriminate against citizens of the Country of the other party with respect to granting any license or sublicense under any invention pursuant to subparagraphs A1(a) and A(2) above.

C. Each party will assume the responsibility to pay awards or compensation required to be paid to its nationals according to the laws of its Country.

10. Disputes

Cooperation under this Agreement shall be in accordance with the laws and regulations of the respective countries. All questions related to the Agreement arising during its term shall be settled by the parties by mutual agreement.

In Witness whereof this Agreement has been entered into the day and year first before written.

For Kernforschungszentrum Karlsruhe GmbH

By [1] [2]

Title Members of the Executive Board

Date 15.4.83

For the United States Nuclear Regulatory Commission:

By [3]

Title Executive Director for Operations

Date March 29, 1983

[1] H. H. Hennies.
[2] H. Wagner.
[3] William J. Dircks.

TIAS 10691

BELGIUM

Atomic Energy: Severe Nuclear Accident Research

Agreement signed at Washington and Brussels March 29 and April 18, 1983;
Entered into force April 18, 1983;
Effective February 10, 1983.

General
Administrative Agreement
Between
Belgonucleaire (BN), Acting on Behalf of
BN and CEN/SCK (Centre d'Etude de l'Energie
Nucleaire/Studiecentrum voor Kernenergie)
and
The United States Nuclear Regulatory Commission (USNRC)
Relating to
Participation in the USNRC Program
of Severe Accident Research

This agreement is made this 10th day of February, 1983, between the Belgonucleaire (BN), acting on behalf of BN and CEN/SCK (Centre d'Etude de l'Energie Nucleaire/ Studiecentrum voor Kernenergie) hereinafter known as BN and the United States Nuclear Regulatory Commission (USNRC).

Whereas subject to the availability of personnel, material, and appropriated funds, the USNRC is carrying out programs of research into the effects of severe accidents on nuclear power reactors which includes a program for the investigation of severe fuel damage and a program for the investigation of fission product release and transport. These programs are outlined in Section 5.4 of NUREG-0900 (Annex A)[1] and in Brochure B 247-9/82-.5M (Annex B).[1]

Whereas BN and CEN/SCK have an interest in access to information which has been developed and continues to arise from these programs of USNRC and wishes to collaborate with USNRC by discussion and exchanges of reports and data and by sponsoring the assignment of personnel to these programs, subject to the availability of personnel, material, and appropriated funds.

Now it is agreed as follows:

[1] Not printed.

1. Objective

As outlined in the recitals, the objective of the present agreement is to provide for collaboration between the parties on the USNRC's programs for investigation of severe fuel damage and fission product release and transport. It is recognized from the outset that USNRC's programs may be subject to change as the work progresses.

2. Obligation of USNRC

2.1 The USNRC shall:

(a) Provide BN with copies of all pertinent technical program documents such as quick-look reports, technical memoranda and notes, and laboratory reports as soon as they have received appropriate management review.

(b) Transmit to BN all codes developed under the subject programs and accommodate reasonable requests from BN for support in their implementation.

(c) Permit Belgian personnel sponsored by BN to participate in technical program review meetings and technical progress meetings except for those meetings primarily concerned with administrative and fiscal matters.

(d) Facilitate visits by Belgian personnel sponsored by BN to sites at which work relevant to the objective is being carried out.

(e) Permit the assignment of Belgian personnel sponsored by BN to participate and work in the USNRC's program and to have full and ready access to relevant documentation, codes, and results as described in 2.1(a) and 2.1(b) above. Make appropriate arrangements with USNRC's contractors and other parties where this is necessary to arrange assignments.

3. Obligation of Belgonucleaire (BN), Acting on Behalf of BN and CEN/SCK

In addition to the financial obligations of BN set forth in Article 4, the BN shall, subject to the provisions of Article 9 below, provide the USNRC with:

(a) Copies of all reports, technical memoranda, and notes derived from its analyses using codes and data obtained form the USNRC's program.

(b) Timely access to the results of BN research corresponding to those technical areas which constitute the scope of this Agreement.

4. Price and Payment

In consideration of the USNRC carrying out the obligations specified in the agreement, Belgonucleaire shall make available to the USNRC or its contractors at the CEN/SCK facilities a total of not less than 200 nor more than 260 mutually agreed upon test fuel rods pre-irradiated in the Belgian BR-3 reactor to a nominal 25 GWD/T UO_2, or higher. These fuel rods shall be made available by Belgonucleaire at mutually agreed upon times with approximately 10D rods to be made available no later than May 15, 1983. Belgonucleaire shall make every reasonable effort to

supply fuel rods which show no leakage of contained fission products when checked by standard fuel rod fission product sipping tests or equivalent. The subject fuel rods supplied by Belgonucleaire shall be used for USNRC Severe Fuel Damage program, as described in Annex B, or for such other purposes as may be mutually agreed upon in writing.

Reimbursement of Belgonucleaire for requested special fuel rod information and services which are not a part of the Belgonucleaire standard fuel irradiation and reactor spent fuel discharge practices will be covered by separate arrangements between Belgonucleaire and USNRC severe fuel damage contractors and/or their agents.

5. Duration and Termination

This agreement shall endure for a period corresponding to the completion of the USNRC Severe Fuel Damage program or such longer period as may be mutually agreed upon.

6. Points of Contact

Each party shall nominate a representative of its staff and an alternate to be responsible for carrying out day-to-day administration of the Agreement.

7. Assignments of Staff

Assignment of staff by one party to the other shall be the subject of a separate agreement between the parties. The costs of travel by assigned

Belgian personnel for the purposes of BN shall be at the expense of BN. The cost of travel by assigned US personnel for the purposes of the USNRC shall be at the expense of the USNRC.

8. Responsibility for Information

Information furnished by one party to the other under this Agreement shall be accurate to the best knowledge and belief of the party supplying the information. However, neither party gives any warranty as to the accuracy of such information or shall have any responsibility for the consequences of any use to which such information may be put by the other party or by any third party.

9. Use of Information

A. Both parties agree that, pending the grant by the transmitting party of approval to publish, information developed or transmitted under this Agreement will be freely available to governmental authorities and organizations cooperating with the parties. Such information, except as noted below in paragraphs B and C, may, as required by the administrative procedures in its own country, also be made available to the public by either party through customary channels and in accordance with the normal procedures of the parties.

B. It is recognized by both parties that in the process of exchanging information, or in the process of other cooperation, the parties may provide to each other "industrial property of a proprietary nature." Such property, including trade secrets, inventions,

patent information, and know-how, made available hereunder and which bears a restrictive designation, shall be respected by the receiving party and shall not be used for commercial purposes or made public without the consent of the transmitting party. Such property is defined as:

(a) Of a type customarily held in confidence by commercial firms;

(b) Not generally known or publicly available from other sources;

(c) Not having been made available previously by the transmitting party or others without an agreement concerning its confidentiality; and

(d) Not already in possession of the receiving party or its contractors.

C. Recognizing that "industrial property of a proprietary nature," as defined above, may be necessary for the conduct of a specific cooperative project or may be included in an exchange of information, such property shall be used only in the furtherance of nuclear safety programs in the receiving country. Its dissemination will, unless otherwise mutually agreed, be limited as follows:

(a) To persons within or employed by the receiving party, and to other concerned government agencies of the receiving party, and

(b) To prime or subcontractors of the receiving party for use only within the country of the receiving party and within the framework of its contract(s) with the respective party engaged in work relating to the subject matter or the information so disseminated, and

(c) On an as-needed, case-by-case basis, to organizations licensed by the receiving party to construct or operate nuclear production or utilization facilities, provided that such information is used only within the terms of the license and in work relating to the subject matter of the information so disseminated, and

(d) To contractors of licensed organizations in subparagraph (c) receiving such information, for use only in work within the scope of the license.

PROVIDED that the information disseminated to any person under subparagraphs (b), (c), and (d) above shall be pursuant to an agreement of confidentiality.

D. The application or use of any information exchanged or transferred between the parties under this Agreement shall be the responsibility of the party receiving the information, and the transmitting party does not warrant the suitability of the information for any particular use of application.

10. Patents and Copyright

A. With respect to any invention or discovery made or conceived during the period of, or in the course of or under, this Agreement for BN participation in the USNRC Severe Accident Research program, the USNRC on behalf of the United States Government, as recipient party, and the BN as assigning party, hereby agree that:

1. If made or conceived by personnel of one party (the assigning party) or its contractors while assigned to the other party (recipient party) or its contractors:

(a) The recipient party shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in its own Country and in third countries, subject to a non-exclusive, irrevocable, royalty-free license to the assigning party, with the right to grant sublicenses, under any such invention, discovery, patent application or patent for use in the production or utilization of special nuclear material or atomic energy; and

(b) The assigning party shall acquire all right, title, and interest in and to any such invention, discovery, patent application, or patent in its own Country, subject to a non-exclusive, irrevocable, royalty-free license to the recipient party, with the right to grant sublicenses, under any such invention, discovery, patent application or patent, for use in the production or utilization of special nuclear material or atomic energy.

2. If made or conceived other than by personnel in paragraph 1 above and while in attendance at meetings or when employing information which has been communicated under this exchange agreement by one party or its contractors to the other party, the party making the invention shall acquire all right, title, and interest in and to any such invention, discovery, patent application or patent in all countries, subject to the grant to the other party of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, in and to any such invention, discovery, patent application, or patent in all countries, for use in the production or utilization of special nuclear material or atomic energy.

B. Neither party shall discriminate against citizens of the Country of the other party with respect to granting any license or sublicense under any invention pursuant to subparagraphs A1(a) and A(2) above.

C. Each party will assume the responsibility to pay awards or compensation required to be paid to its nationals according to the laws of its Country.

11. Disputes

Cooperation under this Agreement shall be in accordance with the laws and regulations of the respective countries. All questions related to the Agreement arising during its term shall be settled by the parties by mutual agreement.

In Witness whereof this Agreement has been entered into the day and year first before written.

For Belgonucleaire (BN), Acting on Behalf of BN and CEN/SCK:

By G. Debier P. Maldague.

Title ~~Manager, Finance & Accounting.~~ ~~Manager~~

Date April 18, 1983 April 18, 1983.

For the United States Nuclear Regulatory Commission:

By [1]

Title Executive Director for Operations

Date March 29, 1983

[1] William J. Dircks.

CANADA

Employment

Arrangement effected by exchange of notes
Dated at Washington June 4 and 12, 1980;
Entered into force June 12, 1980.

The Canadian Embassy to the Department of State

Canadian Embassy Ambassade du Canada

Note No. 223

The Canadian Embassy presents its compliments to the Department of State of the United States of America and has the honour to propose that dependents of employees of the Government of Canada assigned to official duty in the United States of America and of employees of the Government of the United States of America assigned to official duty in Canada be authorized to accept employment in the receiving state without restriction as to type of employment.

For the purposes of this arrangement, "dependents" shall include

i) spouses

ii) unmarried dependent children under 21 years of age

iii) unmarried dependent children under 25 years of age who are in full-time attendance as students at a post-secondary educational institution, and

iv) unmarried children who are physically or mentally disabled.

In the case of dependents of employees of the Government of Canada assigned to official duty in the United States of America and who hold an offer of employment in the United States, an official request will be made by the Embassy of Canada in Washington to the Office of the Chief of Protocol in the Department of State. Upon verification that the person is a dependent of an official employee, the Embassy of Canada will be informed by the Office of the Chief of Protocol that the dependent has permission to accept employment.

In the case of dependents of career and support staff members of United States diplomatic and consular missions in Canada who seek employment in Canada, the request shall be made by the United States Embassy in Ottawa to the Department of External Affairs, which, after verification, shall indicate approval in principle and the means by which such dependents may be provided with the necessary Employment Authorizations.

In the case of dependents of other employees of the Government of the United States of America assigned to official duty in Canada, the dependent will seek an Employment Authorization from the nearest Canada Immigration Centre. An Employment Authorization may be issued upon presentation of the offer of employment and upon verification of the official assignment in Canada of the employee of the Government of the United States of America and proof of the relationship between the dependent and the employee.

As to dependents who obtain employment under this agreement and who have immunity from the jurisdiction of the receiving country in accordance with Article 37 of the Vienna Convention on Diplomatic Relations, [1] or any other applicable international agreement, immunity from civil and administrative jurisdiction with respect to all matters arising out of such employment is hereby waived by the sending State concerned. Such dependents are also responsible for payment of income tax and social security contributions on any remuneration received as a result of employment in the receiving State.

[1] Done Apr. 18, 1961. TIAS 7502; 23 UST 3244.

The Canadian Embassy further proposes that, if the above is acceptable to the Government of the United States of America this note and the Department's reply concurring therein will constitute an arrangement between our two governments which will come into effect on the date of the Department's reply and shall remain in effect until terminated by either government on ninety days written notice to the other.

The Canadian Embassy avails itself of this opportunity to renew to the Department of State of the United States of America the assurances of its highest consideration.

[1]

Washington, D.C.
4 June 1980

[1] John D. Hughes.

The Department of State to the Canadian Embassy

The Department of State refers to the Embassy of Canada's note number 223 of June 4, 1980 proposing arrangements relating to the employment of dependents of employees of either government assigned to the other country.

The Department of State is pleased to inform the Government of Canada that the Government of the United States concurs in the proposal set out in the Embassy's note and further agrees that the Embassy's note and this reply shall constitute an arrangement between our two governments effective as of June 12, 1980 and shall remain in effect until terminated by either government on ninety days written notice to the other.

Department of State,

Washington, June 12, 1980

DENMARK

Employment

Agreement effected by exchange of notes;
Dated at Washington May 16 and 20, 1983;
Entered into force May 20, 1983.

The Department of State to the Danish Embassy

The Department of State proposes to the Embassy of Denmark that, on a reciprocal basis, dependents of employees of the United States Government assigned to official duty in Denmark and dependents of employees of the Danish Government assigned to official duty in the United States be authorized to be employed in the receiving country, provided that the said employees are holding citizenship in the sending country.

In the case of dependents who seek employment in the United States, an official request must be made by the Danish Embassy in Washington to the Office of Protocol in the Department of State. Upon verification that the person is a dependent of an official employee of the Danish Government, the Danish Embassy will be informed by the Office of Protocol that the dependent has permission to accept employment.

In the case of dependents who seek employment in Denmark, the request shall be made by the United States Embassy in Copenhagen to the Danish Ministry of Foreign Affairs, from which the request will be passed on to the Department for Supervision of Aliens, which, after verification, shall then inform the United States Embassy that the dependent may accept employment.

As to dependents who obtain employment under this agreement and who have immunity from the jurisdiction of the receiving country in accordance with Article 31 of the Vienna Convention on Diplomatic Relations [1] or in accordance with the Convention on the Privileges and Immunities of the United Nations, [2] or any other applicable international agreement, immunity from civil and administrative jurisdiction with respect to all matters arising out of such employment is hereby irrevocably waived by the sending State concerned. Such dependents are also liable for payment of income and social security taxes on any remuneration received as a result of employment in the receiving State.

[1] Done Apr. 18, 1961. TIAS 7502; 23 UST 3240.
[2] Done Feb. 13, 1946. TIAS 6900; 21 UST 1418.

The Department of State further proposes that, if these understandings are acceptable to the Government of Denmark, this Note and the Government of Denmark's reply concurring therein shall constitute an agreement between our two governments which shall enter into force on the date of that reply 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.

Enclosure:
Addendum

Department of State,

Washington, May 16, 1983

ADDENDUM TO

BILATERAL WORK AGREEMENT BETWEEN

THE UNITED STATES AND DENMARK

FOR THE PURPOSES OF THIS AGREEMENT, "DEPENDENTS" SHALL INCLUDE:

Spouses;

Unmarried dependent children under 21 years of age;

Unmarried dependent children under 25 years of age who are in fulltime attendance as students at a post-secondary educational institution; and

Unmarried children who are physically or mentally disabled.

The Danish Embassy to the Department of State

ROYAL DANISH EMBASSY
WASHINGTON, D. C.

The Royal Danish Embassy hereby acknowledges receipt of the Department of State's Note of May 16, 1983 which reads as follows:

[For the text of the U.S. note, see pp. 845-847.]

In reply, the Embassy has the honor to state that the Government of Denmark accepts the proposal of the Government of the United States and agrees that the Department's Note and the present reply shall constitute an agreement between the two Governments of Denmark and the United States of America.

Washington, D.C., May 20, 1983

TIAS 10694

NORTH ATLANTIC TREATY ORGANIZATION

Employment

Supplemental arrangement signed at Brussels June 3, 1983;
Entered into force June 3, 1983.

AGREEMENT

SUPPLEMENTAL ARRANGEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE NORTH ATLANTIC COUNCIL CONCERNING THE EMPLOYMENT BY NATO BODIES OF UNITED STATES NATIONALS

The North Atlantic Treaty Organisation and the Government of the United States of America :

Considering that the United States desires to enter into arrangements for the direct hire of United States nationals, under Article 19 of the Agreement on the Status of the North Atlantic Treaty Organisation, National Representatives and International Staff signed at Ottawa on 20th September 1951 [1] (hereinafter called the "Ottawa Agreement") as well as Article 7 of the 1952 protocol on the status of international military headquarters set up pursuant to the North Atlantic Treaty signed at Paris on 28th August 1951 [2] (hereinafter referred to as the "Paris Protocol"), and that this supplemental arrangement does not modify or terminate the original arrangements of 29th September 1951, [3] 25th February 1953 [4] and 18th September 1963 [5] by which the United States employs and assigns its nationals to North Atlantic Treaty Organisation positions,

the United States and the North Atlantic Council, acting in the name of the North Atlantic Treaty Organisation (hereinafter called NATO) on behalf of all NATO bodies, have agreed as follows:

[1] TIAS 2992; 5 UST 1087.
[2] Should read "28 August 1952". TIAS 2978; 5 UST 879.
[3] TIAS 2992; 5 UST 1112.
[4] TIAS 2978; 5 UST 890.
[5] Not printed.

Article I

In this arrangement, the expression "NATO body" means any NATO civilian or military body set up pursuant to Article 9 of the North Atlantic Treaty, [1] whether such a body is covered by the provisions of the Ottawa Agreement or the Paris Protocol.

Article II

Any NATO body may, subject to the concurrence of the United States and in accordance with the implementing arrangements jointly agreed by the United States and the concerned NATO body for the purpose, contract for the employment of a United States national to fill an international civilian post. The NATO body will pay the NATO salaries and emoluments directly to these US nationals. The effective date of service for purposes of determining the staff member's entitlements under the NATO civilian personnel regulations shall be the effective date of the staff member's contract for direct employment with NATO. The NATO body will furnish the following information to the government of the United States for recruitment of A grade (professional) positions:

(a) The nature of the position to be filled;

(b) The qualifications required to fill the positions; and

(c) The salary and emoluments which the incumbent of the position would receive if employed by the body.

The NATO body may also notify the Government of the United States of the names of US nationals it deems qualified to fill positions.

[1] Signed Apr. 4, 1949. TIAS 1964; 63 Stat. 2244; 4 Bevans 830.

Article III

Personnel directly hired by NATO or any NATO body under the provisions of this supplemental arrangement shall be required to file tax returns and pay any income taxes that may be due on their NATO salaries and emoluments under United States law. Subject to and in accordance with the provisions of a tax reimbursement agreement between the United States and NATO, NATO shall reimburse those employees for any United States federal income taxes so paid, and the United States Government shall reimburse NATO for such reimbursements made by NATO to those employees. The conclusion and entry into force of such a tax reimbursement agreement shall be a precondition to the direct hire by NATO or any NATO body of personnel under this supplemental arrangement.

Article IV

This arrangement shall come into force on the date of its signature.

IN WITNESS WHEREOF, the Secretary General of NATO acting on behalf of the North Atlantic Council and the Permanent Representative of the United States to the North Atlantic Council, being duly authorised to that effect, have signed the present arrangement.

DONE in Brussels on 3 June Nineteen Eighty Three in duplicate in the French and English languages, both texts being equally authoritative.

For the United States

W. Tapley Bennett, Jr.
The Permanent Representative
of the United States on the
North Atlantic Council

For the North Atlantic Council

Joseph M.A.H. Luns
The Secretary General of
the North Atlantic
Treaty Organization

ACCORD

ACCORD COMPLEMENTAIRE ENTRE LES ETATS-UNIS ET LE CONSEIL DE L'ATLANTIQUE NORD AU SUJET DE L'EMPLOI DE RESSORTISSANTS AMERICAINS PAR DES ORGANISMES OTAN

L'Organisation du Traité de l'Atlantique Nord et le Gouvernement des Etats Unis d'Amérique :

Considérant que les Etats-Unis désirent conclure des accords autorisant le recrutement direct de leurs ressortissants, en application de l'article 19 de la Convention sur le statut de l'Organisation du Traité de l'Atlantique Nord, des représentants nationaux et du personnel international, signées à Ottawa le 20 septembre 1951 et ci-après dénommée la "Convention d'Ottawa" ainsi que de l'article 7 du Protocole sur le statut des quartiers généraux militaires internationaux créés en vertu du Traité de l'Atlantique Nord, signé à Paris le 28 août 1951 et ci-après dénommé le "Protocole de Paris", et que le présent accord complémentaire ne modifie ni ne dénonce les accords originaux des 29 septembre 1951, 25 février 1953 et 18 septembre 1963 qui régissent l'emploi par les Etats-Unis de ressortissants de ce pays affectés à des postes de l'Organisation du Traité de l'Atlantique Nord,

les Etats-Unis et le Conseil de l'Atlantique Nord agissant au nom de l'Organisation du Traité de l'Atlantique Nord (ci-après dénommée l'"OTAN"), pour le compte de tous les organismes de l'OTAN sont convenus de ce qui suit :

Article I

Dans le présent accord, l'expression "organisme OTAN" désigne tout organisme civil ou militaire de l'OTAN créé en vertu de l'article 9 du Traité de l'Atlantique Nord, qu'il soit régi par les dispositions de la Convention d'Ottawa ou par celles du Protocole de Paris.

Article II

Tout organisme OTAN peut, sous réserve de l'assentiment des Etats-Unis et suivant les modalités d'application arrêtées d'un commun accord, à cette fin, par les Etats-Unis et l'organisme OTAN intéressé, conclure avec un ressortissant des Etats-Unis un contrat d'emploi afin de pourvoir un poste civil international. L'organisme OTAN versera directement à ce ressortissant des Etats-Unis le traitement et les émoluments conformes au barème de l'OTAN. La date d'entrée en fonction effective à retenir pour déterminer les droits auxquels l'agent peut prétendre en application du règlement du personnel civil de l'OTAN sera la date d'entrée en vigueur du contrat établissant que l'agent est employé directement par l'OTAN. L'organisme OTAN fournira les informations suivantes au gouvernement des Etats-Unis pour le recrutement à un poste de catégorie A (administrateur d'encadrement) :

(a) Nature du poste à pourvoir;

(b) Qualifications requises pour ce poste; et

(c) Traitement et émoluments que percevrait le titulaire de ce poste s'il était employé par l'organisme.

Il sera, par ailleurs, loisible à l'organisme OTAN de faire connaître au gouvernement des Etats-Unis les noms des ressortissants américains qu'il juge qualifiés pour les postes à pourvoir.

Article III

Les agents directement recrutés par l'OTAN ou un de ses organismes en vertu des dispositions du présent accord complémentaire seront tenus de remplir une déclaration d'impôts et d'acquitter l'impôt sur le revenu exigible du fait des traitements et émoluments versés par l'OTAN, aux termes de la législation américaine. Pour autant qu'un accord sur le remboursement de l'impôt ait été conclu entre les Etats-Unis et l'OTAN, et conformément aux dispositions d'un tel accord, l'OTAN remboursera à ces agents tout impôt fédéral sur le revenu payé aux Etats-Unis; le gouvernement des Etats-Unis restituera à l'OTAN les sommes ainsi déboursées par elle. La conclusion et l'entrée en vigueur d'un tel accord sur le remboursement de l'impôt constituent un préalable au recrutement direct de personnel par l'OTAN ou un de ses organismes en vertu du présent accord complémentaire.

Article IV

Le présent accord entrera en vigueur à la date de sa signature.

EN FOI DE QUOI, le Secrétaire général de l'OTAN, agissant au nom du Conseil de l'Atlantique Nord, et le Représentant permanent des Etats-Unis auprès du Conseil de l'Atlantique Nord, dûment autorisés à cet effet, ont signé le présent accord.

FAIT à Bruxelles, le 3 juin Mil Neuf Cent Quatre Vingt Trois, en double exemplaire, en français et en anglais, les deux textes faisant également foi.

Pour les Etats-Unis

W. Tapley Bennett, Jr.
Représentant permanent des Etats-Unis auprès du Conseil de l'Atlantique Nord

Pour le Conseil de l'Atlantique Nord

Joseph M.A.H. Luns
Secrétaire général de l'Organisation du Traité de l'Atlantique Nord

UNION OF SOVIET SOCIALIST REPUBLICS

Fisheries off the United States Coasts

Agreement extending the agreement of November 26, 1976, as amended and extended.
Effected by exchange of notes
Dated at Washington April 8 and 20, 1983;
Entered into force July 15, 1983.

The Department of State to the Soviet Embassy

The Department of State wishes to draw to the attention of the Embassy of the Union of Soviet Socialist Republics the Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Concerning Fisheries Off the Coasts of the United States, signed November 26, 1976,[1] and due to expire on July 1, 1983.

The Government of the United States proposes that this Agreement be extended until July 1, 1984.

If the Government of the Union of Soviet Socialist Republics agrees to such an extension, it is proposed that this note and the Embassy's reply thereto shall constitute an agreement between the two Governments, which shall enter into force following written notification of the completion of internal procedures of both Governments.[2]

Department of State,

Washington, April 8, 1983.

[1] TIAS 8528, 10531, 10532; 28 UST 1847; 34 UST 2942, 29947.
[2] July 15, 1983.

The Soviet Embassy to the Department of State

ПОСОЛЬСТВО

СОЮЗА СОВЕТСКИХ

СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК

№ 17

Посольство Союза Советских Социалистических Республик, ссылаясь на ноту Государственного Департамента от 8 апреля 1983 года, уполномочено заявить о согласии Правительства СССР с предложением американской стороны продлить до I июля 1984 года Соглашение между Правительством Союза Советских Социалистических Республик и Правительством Соединенных Штатов Америки о рыболовстве у побережья Соединенных Штатов Америки, которое было подписано 26 ноября 1976 года и срок действия которого истекает I июля 1983 года.

Посольство СССР подтверждает, что указанная нота Государственного Департамента США и настоящий ответ на нее составляют договоренность между двумя Правительствами по этому вопросу.

"20" апреля 1983 года, г.Вашингтон

ГОСУДАРСТВЕННЫЙ ДЕПАРТАМЕНТ
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ

TIAS 10696

78-500 O—92——28

TRANSLATION

EMBASSY OF THE UNION OF
SOVIET SOCIALIST REPUBLICS

No. 17

The Embassy of the Union of Soviet Socialist Republics refers to the note of April 8, 1983, from the Department of State and is authorized to announce the agreement of the U.S.S.R. Government with the proposal of the American side to extend until July 1, 1984, the Agreement Between the Government of the Union of Soviet Socialist Republics and the Government of the United States of America Concerning Fisheries Off the Coasts of the United States that was signed November 26, 1976, and is due to expire July 1, 1983.

The U.S.S.R. Embassy confirms that the afore-mentioned note of the U.S. Department of State and this reply thereto constitute an agreement between the two Governments on this subject

Washington, D.C., April 20, 1983

To The
Department of State of the
United States of America
Washington, D.C.

[Initialed]

POLISH PEOPLE'S REPUBLIC

Fisheries off the United States Coasts

Agreement extending the agreement of August 2, 1976, as extended.
Effected by exchange of notes
Dated at Washington April 12 and 21, 1983;
Entered into force July 15, 1983.

The Department of State to the Polish Embassy

The Department of State wishes to draw to the attention of the Embassy of Poland the Agreement Between the Government of the United States of America and the Government of Poland Concerning Fisheries Off the Coasts of the United States, signed August 2, 1976,[1] and due to expire on July 1, 1983.

The Government of the United States proposes that this Agreement be extended until July 1, 1984.

If the Government of Poland agrees to such an extension, it is proposed that this note and the Embassy's reply thereto shall constitute an agreement between the two Governments, which shall enter into force following written notification of the completion of internal procedures of both Governments.[2]

Department of State,

Washington, April 12, 1983.

[1] TIAS 8524, 10533, 28 UST 1681; 34 UST 2951.
[2] July 15, 1983.

The Polish Embassy to the Department of State

EMBASSY
OF THE POLISH PEOPLE'S REPUBLIC
WASHINGTON, D. C.

N° 21-4-83

The Embassy of the Polish People' s Republic has the honour to acknowledge receipt of the Note of the Department of State dated April 12, 1983, which reads as follows:

" The Department of State wishes to draw to the attention of the Embassy of Poland the Agreement Between the Government of Poland Concerning Fisheries Off the Coast of the United States, signed August 2, 1976, and due to expire on July 1, 1983.

The Government of the United States proposes that this Agreement be extended until July 1, 1984.

If the Government of Poland agrees to such an extension, it is proposed that this note and the Embassy's reply thereto shall constitute an agreement between the two Governments, which shall enter into force following written notification of the completion of internal procedures of both Governments."

The Government of the Polish People's Republic agrees that the Agreement Between the Government of Poland and the Government of the United States of America Concerning Fisheries Off the Coast of the United States, signed August 2, 1976, be extended until July 1, 1984.

It also agrees that the above cited note of the Department of State, dated April 12, 1983, and the present Embassy's reply thereto will constitute an agreement between the two Governments, which shall enter into force following written notification of the completion of internal procedures of both Governments.

Embassy of the Polish
People's Republic

Washington, D.C.
April 21, 1983

TUNISIA

Mapping, Charting and Geodesy

Agreement signed at Tunis December 8, 1980;
Entered into force December 8, 1980.
And amending agreement
Signed at Tunis and Washington July 14 and August 31, 1982;
Entered into force August 31, 1982.

MAPPING, CHARTING AND GEODESY COOPERATIVE AND EXCHANGE AGREEMENT

BETWEEN THE MINISTERE DE LA DEFENSE NATIONALE

TUNISIA AND THE DEPARTMENT OF DEFENSE,

UNITED STATES OF AMERICA

ARTICLE I

PURPOSE

The purpose of this Agreement is to establish an understanding between the Ministere de la Defense Nationale, Tunisia, and the Department of Defense, United States of America, concerning cooperation and mutual assistance in mapping, charting, and geodesy, as well as the exchange of maps, charts, aerial photography, and related data.

ARTICLE II

IMPLEMENTING AGENCIES

La Securite Militaire, Ministere de la Defense Nationale, Tunisia, and the Defense Mapping Agency (DMA) are authorized to enter into this Agreement as the cooperating agencies.

ARTICLE III

SCOPE OF AGREEMENT

1. The cooperating agencies cited in Article II shall participate jointly in the development of U.S. technical assistance to complement programs developed by the Ministere de la Defense Nationale.

2. The cooperating agencies shall also participate jointly in the exchange of topographic maps, hydrographic charts; aerial photographs; geodetic, geophysical, and gravity data; reproduction material; publications and other materials related thereto.

3. The specific arrangements for technical assistance and exchange of products are specified in the Annexes to this Agreement.

ARTICLE IV

MUTUAL OBLIGATIONS

1. It is understood that any action taken by either of the cooperating agencies under this Agreement will be subject to the availability to that agency of personnel, materials, and funds for the purpose.

2. Specific responsibilities, and the necessary arrangements hereunder, will be determined by the following agencies:

a. The Defense Mapping Agency (DMA) is the principal U.S. agent and will be responsible for matters of U.S. policy, programming, and overall basic responsibilities under this Agreement. The following U.S. producing agency will coordinate specific details of the programs covered in Annexes A through C through such Tunisian channels as are specified by the Ministere de la Defense Nationale:

The Defense Mapping Agency Hydrographic/Topographic Center (DMAHTC) will be responsible for technical assistance and exchange in connection with land mapping, hydrographic charts, geodetic and geophysical data, data storage and retrieval, and related materials as stated in Annexes A, B, and C.

b. The Direction de la Security Militaire, is the principal Tunisian agent and will be responsible for matters of programming, and overall basic responsibilities under this Agreement for the Ministere de la Defense Nationale. The following Tunisian production agency will coordinate the specific details of programs contained in Annexes A through C inclusive, through the American agencies cited above.

Le Service Geographique de l'Armee (Army Geographic Service).

ARTICLE V

PROTECTIVE RESTRICTIONS

1. Any security protection or other restrictions specified by the releasing authority of either cooperating agency will be respected by the recipient.

2. Any maps or charts larger than 1:250,000 scale provided by the Government of Tunisia shall not be released outside the U.S. Government without the prior authorization of the Government of Tunisia.

3. For the uses of either government, no copyright restrictions will apply to any maps or charts produced or provided by either government under the terms of this Agreement.

ARTICLE VI

STATUS OF U. S. PERSONNEL IN TUNISIA

The Ministere de la Defense Nationale Tunisia will take all steps necessary to insure that Defense Mapping Agency personnel shall, while entering into, or present in, Tunisia in connection with this Agreement, be accorded privileges and immunities identical to those accorded the administrative and technical staff of comparable rank of the United States Embassy in Tunis in accordance with Tunisian legislation.

ARTICLE VII

DATE OF ENTRY INTO FORCE

This Agreement shall enter into force upon signature by the authorized representatives of both countries and shall remain in force until one year after either of the cooperating agencies shall have notified the other of its intention to terminate the Agreement.

ARTICLE VIII

REVISION OF AGREEMENT

This Agreement will be subject to review at any time upon written notice by either of the cooperating agencies to the other that it wishes to consult with a view to amendment.

Done in duplicate in French and English language in Tunis the eighth day of December one thousand nine hundred and eighty, both texts being equally authentic.

WILLIAM L. NICHOLSON, III
Major General, USAF
Director
Defense Mapping Agency

BOUBAKER BALMA
Major General
Director
La Securite Militaire
Ministere de la Defense Nationale

ANNEX A

TO

MAPPING, CHARTING AND GEODESY COOPERATIVE AND EXCHANGE AGREEMENT

BETWEEN THE MINISTERE DE LA DEFENSE,

TUNISIA AND THE DEPARTMENT OF DEFENSE,

UNITED STATES OF AMERICA

TOPOGRAPHIC MAPPING

1. PURPOSE:

The purpose of this Annex is to provide for cooperation and mutual assistance between the Ministere de la Defense Nationale and the Defense Mapping Agency (DMA) in the production and maintenance of topographic mapping and production of geodetic and geophysical data.

2. OBJECTIVE:

a. The objective is to produce large scale topographic line map coverage and to produce and/or revise medium scale topographic line maps and geodetic and geophysical data of selected areas of Tunisia.

b. This program will include acquisition of cartographic aerial photography for large scale mapping, field surveys, field classification, and field edit as required; it also includes development of adequate data processing and an operational MC&G library in Tunisia. DMA will aid the Direction de la Securite Militaire by furnishing technical assistance in the subjects of geographic interpretation of aerial photography and remote sensing data, and hydrographic charting.

c. DMA will provide technical assistance to the Ministere de la Defense Nationale as mutually agreed.

3. RESPONSIBILITIES:

a. For selected areas of Tunisia as mutually agreed, DMA will:

(1) Assist in developing plans for acquisition of cartographic aerial photography.

(2) Participate in production of 1:50,000 scale orthophotomaps and line maps, in collaboration with the Service Geographique de l'Armee.

(3) Assist on request and as may be necessary, by providing supplies or materials and on-the-job training to Tunisian personnel.

(4) Assist in the establishment of geodetic control, or in the reduction of newly established geodetic or mapping control established by the Ministere de la Defense Nationsle.

(5) Provide to the Ministere de la Defense Nationale printed copies and reproduction material of each map prepared by DMA under this arrangement.

b. The Ministere de la Defense Nationale will:

(1) Recover or establish and photo identify all basic and supplemental control required for large scale mapping.

(2) Perform field classificstion surveys or field edits of the compilation manuscripts to verify map content of all maps to be published.

(3) Maintain, on a continuing basis, all maps produced as a result of this srrangement.

(4) Furnish to DMA on request and after special authorization of the Ministere de la Defense Nationale, the following products to support the joint mapping efforts of this arrangement:

(a) Loan original aerial cartographic negatives for the preparation of large scale maps. Upon completion/termination of this project, all original negatives shall be delivered to the Ministere de la Defense Nationale.

(b) One set of photo identified control.

(c) One set of field classification prints.

(d) Appropriate control data, description, position, and sketches, annotated on the aerial photography.

(e) Obtain necessary clearances for entry and exist, free of customs duties, of all supplies and equipment provided by DMA for the execution of this program.

ANNEX B

TO

MAPPING, CHARTING AND GEODESY COOPERATIVE AND EXCHANGE AGREEMENT

BETWEEN THE MINISTERE DE LA DEFENSE, TUNISIA

AND THE DEPARTMENT OF DEFENSE,

UNITED STATES OF AMERICA

EXCHANGE OF TOPOGRAPHIC MAPS AND RELATED PRODUCTS

1. PURPOSE:

The purpose of this Annex is to define arrangements for the exchange of maps, geodetic and geophysical data, including ephemeris data for geodetic satellites, and related materials of mutual interest between United States and Tunisia. The United States agency is the Defense Mapping Agency Hydrographic/Topographic Center (DMAHTC). The Tunisian agency is the Service Geographique de l'Armee (Ministere de la Defense Nationale).

2. MATERIAL FROM DMAHTC:

a. DMAHTC agrees to furnish to the Ministere de la Defense Nationale automatically the following releasable material gratis:

(1) Maps:

(a) Ten copies each of all DMAHTC prepared maps and city plans at all scales covering Tunisia.

(b) Ten copies of all DMAHTC prepared maps, covering North Africa, at 1:1,000,000 scale and smaller.

(2) Reproduction Material:

One aet of reproduction material for all releaaable DMAHTC prepared maps covering Tuniaia at acales of 1:1,000,000, or larger.

(3) Publications:

(a) Two copies of DMAHTC Map Exchange Catalog: Defense Mapping Agency Hydrographic/Topographic Center - Ministere de la Defense Nationale with revisions and supplementa aa iaaued.

(b) Two copies of Defense Mapping Agency Hydrographic/ Topographic Center Publications Exchange List with reviaions and aupplements as iasued.

(c) Two copies each of all DMAHTC prepared gloaaaries and/or gazetteera relating to mapa supplied on an automatic baaia.

(d) Two copies each of all DMAHTC prepared geodetic (trig) publications relating to maps supplied on an automatic baais.

(e) One copy of geophysical data on Tunisia including ephemeria data for geodetic satellitea.

(f) One copy each of DMA Technical Reporta, reference publications and technical papers that are publiahed for diatribution.

b. DMAHTC agrees to furnish the Miniatere de la Defenae Nationale upon requeat:

(1) Maps:

Copies in excess of the quantities apecified under the terma of automatic diatribution supplied on a quid pro quo basis.

(2) Reproduction Material:

Seta of reproduction material for all DMAHTC prepared mapa furniahed automatically, covering North Africa at acales of 1:1,000,000 and amaller, to be aupplied on a quid pro quo baaia on application.

(3) Publications:

Copies of DMAHTC Publications indicated in Defense Mapping Agency Hydrographic/Topographic Center Publications Exchange List supplied on a quid pro quo basis.

(4) Film for Reproduction Material:

Sufficient film for the preparation of reproduction material of maps of Tunisia to be furnished to DMAHTC by the Ministere de la Defense Nationale in accordance with paragraphs 3.a.(2) of this Annex.

3. MATERIAL FROM THE MINISTERE DE LA DEFENSE NATIONALE:

a. The Ministere de la Defense Nationale agrees to furnish DMAHTC automatically the following releasable material gratis:

(1) Maps:

Ten copies each of all topographic maps, and city plans of Tunisia produced by any Tunisian agency, as well as maps produced by other countries in cooperation with Tunisia.

(2) Reproduction Material:

One set of reproduction material for all topographic maps, 1:25,000 scale and smaller, and city plans of Tunisia produced by any Tunisian agency, as well as maps produced by other countries in cooperation with Tunisia.

(3) Publications:

(a) Two copies each of map catalogs, lists of other graphic indices with revisions and supplements.

(b) Two copies each of Tunisian Government publications relating to aerial photography, cartography, geodesy, geography, geographic names and photogrammetry.

(c) Two copies each of all Tunisian Government prepsred glossaries and/or gazetteers relating to maps supplied on an automatic basis.

(d) Two copies of all Tunisisn Government prepared geodetic (trig) publicstions relating to maps supplied on an automatic basis, and indices showing status of horizontal and vertical control surveys.

(e) One copy each of publications showing production progress reports as issued.

b. The Ministere de ls Defense Nationale agrees to furnish DMAHTC upon request:

(1) Maps: Copies in excess of qusntities specified under the terms of automatic distribution to be supplied on a quid pro quo basis.

(2) Publications:

Copies in excess of quantities specified under the terms of automatic distribution to be supplied on a quid pro quo basis.

(3) Photography:

One copy of summary indices of cartogrsphic photography produced or furnished by the Tunisian Government indicating scale, date, camera focal length.

4. DELIVERY OF MATERIAL:

a. All DMAHTC material is to be delivered to:

La Direction de la Securite Militsire
Ministere de la Defense Nationale
Boulevsrd Bab Menara
Tunis, Tunisia

b. All material from the Ministere de la Defense Nationale is to be delivered to:

Director
DMA Hydrographic/Topogrsphic Center
ATTN: SDTC
6500 Brookes Lane
Washington, D.C. 20315
USA

ANNEX C

TO

MAPPING, CHARTING AND GEODESY COOPERATIVE

AND EXCHANGE AGREEMENT

BETWEEN THE MINISTERE DE LA DEFENSE NATIONALE, TUNISIA

AND THE DEPARTMENT OF DEFENSE,

UNITED STATES OF AMERICA

NAUTICAL CHART EXCHANGE

1. PURPOSE:

The purpose of this Annex is to define arrangements for the exchange of nautical charts, nautical information and related materials of mutual interest between United States and Tunisia, and to authorize the reproduction of modified facsimiles of each other's unclassified charts for use of each country. The United States agency is the Defense Mapping Agency Hydrographic/Topographic Center (DMAHTC). The Tunisian agency is the Service Geographique de l'Armee (Ministere de la Defense Nationale).

2. REPRODUCTION OF MODIFIED FACSIMILE NAUTICAL CHARTS:

DMAHTC and the Service Geographique de l'Armee are authorized to reproduce in facsimile, or modified form, each other's unclassified charts.

3. PROCEDURES:

The procedures for exchange, cooperative programs and apecifications for modified reproduction of each others charts will be developed between the cooperating agencies on the basis of mutual agreement.

4. DELIVERY OF MATERIAL:

a. All DMAHTC material is to be delivered to:

La Direction de la Securite Militaire
Ministere de la Defense Nationale
Boulevard Bab Menara
Tunis, Tunisia

b. All Ministere de la Defense Nationale material is to be delivered to:

Director
DMA Hydrographic/Topographic Center
ATTN: SDTC
6500 Brookes Lane
Washington, D.C. 20315

ACCORD D'ECHANGE ET DE COOPERATION EN MATIERE
DE GEODESIE, DE GEOGRAPHIE ET DE CARTOGRAPHIE
ENTRE LE MINISTERE TUNISIEN DE LA DEFENSE NATIONALE
ET LE DEPARTEMENT DE LA DEFENSE DES ETATS-UNIS D'AMERIQUE

-/-

ARTICLE I

OBJET :

L'Objet de cet accord est d'établir une entente entre le Ministère de la Défense Nationale de Tunisie et le Département de la Défense des Etats-Unis d'Amérique, en ce qui concerne la coopération et l'aide mutuelle en matière de cartographie topographique et marine, et géodésie, aussi bien que l'échange de cartes, cartes marines, photographies aériennes et éléments annexes.

ARTICLE II

AGENCES EXECUTIVES

La Sécurité Militaire, Ministère Tunisien de la Défense Nationale, et Defense Mapping Agency (l'Agence Cartographique de la Défense) (DMA) sont autorisées à conclure cet accord en leur qualité d'agences coopérantes.

ARTICLE III

PORTEE DE L'ACCORD

1. Les agences coopérantes citées à l'article II participeront conjointement au développement de l'assistance technique des Etats-Unis complémentaire aux programmes exploités par le Ministère Tunisien de la Défense Nationale.
2. Les agences coopérantes participeront conjointement à l'échange de cartes géographiques, de cartes hydrographiques, de photographies aériennes, d'éléments de gravité géophysiques et géodésiques, de matériel de reproduction, de publications et autres matériaux y afférant.
3. Les dispositions particulières pour l'assistance technique et l'échange de production sont spécifiées dans les annexes à cet accord.

ARTICLE IV

OBLIGATIONS MUTUELLES

1. Il est entendu que toute action entreprise par l'une ou l'autre des agences coopérantes dans le cadre de cet accord se fera sous réserve de la disponibilité, de la part de cette agence, de personnel, matériel et fonds à cet effet.
2. Les responsabilités précises et dispositions utiles ci-dessous seront déterminées par les agences suivantes :

A - L'Agence Cartographique de la Défense (DMA) est le principal agent des Etats-Unis et sera chargée dans le cadre de cet accord, des questions de politique, de planification de l'ensemble des responsabilités de base des Etats-Unis. Les Agences productrices Américaines suivantes coordonneront les détails particuliers des programmes compris dans les annexes A et C incluses, par l'intermédiaire de telles agences tunisiennes désignées par le Ministère Tunisien de la Défense Nationale.

Le Centre Hydrographique/Topographique de l'Agence Cartographique de la Défense (DMAHTC) sera chargé de l'assistance technique et des échanges relatifs à la cartographie terrestre, aux cartes marines, aux données géodésiques et géographiques, au recouvrement et à l'accumulation des informations, et matériels y afférant comme il est indiqué aux annexes A, B et C.

B - La Direction de la Sécurité Militaire est le principal agent Tunisien et sera chargé des questions de programmation pour le Ministère Tunisien de la Défense Nationale, et de l'ensemble des responsabilités de base dans le cadre de cet accord.

L'Agence productrice Tunisienne suivante coordonnera les détails particuliers des programmes compris dans les annexes A à C incluses, par l'intermédiaire des Agences Américaines citées plus haut :

La Direction des Services Géographique et Hydrographique de l'Armée.

ARTICLE V

RESTRICTIONS DE PRODUCTION

1. Toute protection de sécurité et autres restrictions spécifiées par l'autorité émettrice de l'une ou de l'autre des Agences Coopérantes seront respectées par le bénéficiaire.

2. Tous plans ou cartes à l'échelle supérieur à 1/250.000 ème, fournis par le Gouvernement Tunisien ne seront publiées hors le Gouvernement Américain sans l'autorisation préalable du Gouvernement Tunisien.

3. Pour l'usage de l'un ou de l'autre Gouvernement, aucune interdiction de publication ne s'appliquera à toutes cartes ou plans produits et fournis par l'un ou l'autre Gouvernement aux termes de cet accord.

ARTICLE VI

STATUT DU PERSONNEL AMERICAIN EN TUNISIE

Le Ministère Tunisien de la Défense Nationale prendra toutes les mesures nécessaires dans le cadre de la législation tunisienne pour assurer qu'il sera accordé au personnel de l'Agence Cartographique de la Défense entrant ou présent en Tunisie dans le cadre de cet accord, les privilèges et immunités reconnus au personnel administratif technique de l'Ambassade des Etats-Unis à Tunis, de rang comparable.

ARTICLE VII

DATE D'ENTREE EN VIGUEUR

Cet accord entrera en vigueur à la date de sa signature par les représentants autorisés des deux pays et restera en application pendant une année après que l'une ou l'autre des Agences Coopérantes aura notifié à l'autre son intention de mettre fin à l'accord.

ARTICLE VIII

REVISION DE L'ACCORD

Cet accord pourra à tout moment être sujet à révision à la demande de l'une des Agencee coopérantes, notifiant par écrit à l'autre, qu'elle désire la consulter en vue d'un amendement.

Fait à Tunis, le 8 Décembre 1980
En double exemplaires en langue Française et Anglaise, les deux textes faisant également foi.

Pour le Département de la Défense
des Etats-Unis d'Amérique
Le Général de Division
WILLIAM L. NICHOLSON III
Directeur de la D.M.A.

Pour le Ministre de la Défense
Nationale de la République Tunisienne
Le Général de Division
BOUBAKER B A L M A
Directeur de la D.S.M.

[SEAL]

ANNEXE A

PRODUCTION DE CARTES TOPOGRAPHIQUES

1. OBJET :

L'objet de cette annexe est d'instaurer une coopération et une assistance mutuelle entre le Ministère de la Défense Nationale et le Département de la Défense des Etats-Unis d'Amérique pour la production et le maintien de cartes topographiques ainsi que pour la production de données géodésiques et géophysiques.

2. OBJECTIF :

a. L'objectif est de produire une série de cartes topographiques à grande échelle et de produire ou de réviser les séries de cartes à moyenne échelle et les données géodésiques et géophysiques de zônes sélectionnées de la Tunisie.

b. Ce programme inclura l'acquisition de photographies cartographiques aériennes pour la cartographie à grande échelle, les études et la classification du terrain, et les annotations sur le terrain, selon les nécessités ; il inclut également le développement des systèmes du traitement des informations suffisantes et une cartothèque opérationnelle en Tunisie. La DMA aidera la Direction de la Sécurité Militaire en lui fournissant une assistance technique au sujet de l'interprétation géographique de la photographie aérienne et de la télédétection, et la production des cartes marines.

c. La DMA fournira une assistance technique au Ministère Tunisien de la Défense Nationale comme convenu par les deux parties.

3. RESPONSABILITES :

a. Pour les zônes sélectionnées de la Tunisie, la DMA comme convenu mutuellement :

(1) Aidera au développement de projets pour la prise de vue de photographies aériennes nécessaires à la cartographie.

(2) Participera à la production des cartes topographiques et d'orthophoto-cartes à l'échelle de 1/50.000 ème; en collaboration avec le Service Géographique de l'Armée.

(3) Aidera si le cas se présente et sur demande tunisienne en pourvoyant des fournitures et du matériel et en formant du personnel tunisien.

(4) Aidera à établir un contrôle géodésique, ou à réduire le contrôle cartographique et géodésique récemment institué par le Ministère Tunisien de la Défense Nationale.

(5) Fournira au Ministère Tunisien de la Défense Nationale des exemplaires imprimés et du matériel de reproduction pour chaque carte établie par la DMA dans le cadre de cet accord.

b. Le Ministère Tunisien de la Défense Nationale :

(1) retrouvera ou établira et identifiera photographiquement tous les contrôles de base et supplétifs nécessaires pour la cartographie à grande échelle.

(2) effectuera des études et des classifications de terrain ou des annotations de la compilation de manuscrits pour vérifier le contenu géographique de toutes les cartes publiées.

(3) maintiendra, d'une manière permanente, toutes les cartes établies par suite de cet accord.

(4) fournirait au DMA sur demande et après accord spécial du Ministère Tunisien de la Défense Nationale les productions suivantes :

a. prêtera une copie des négatifs d'origine de cartographie aérienne pour la préparation de cartes à grande échelle. A la conclusion / résiliation de ce projet, tous les négatifs d'origine devront être rendus au Ministère Tunisien de la Défense Nationale.

b. Une série de contrôle photographique identifiée.

c. Une série d'épreuve de classification de terrain.

d. Des renseignements de contrôle appropriés, description, position, et croquis, annotés sur les photographies aériennes.

e. Obtiendra les autorisations nécessaires d'entrée et de sortie, les exemptions de droits de douane pour tous les matériaux et d'équipement fournis par la DMA dans le cadre de ce programme.

ANNEXE B

ECHANGE DE CARTES TOPOGRAPHIQUES ET

DONNEES Y AFFERANT

1. OBJET :

L'objet de cette annexe est de déterminer les dispositions à prendre pour l'échange de cartes, données géodésiques et géophysiques, et données complémentaires d'intérêt mutuel entre les Etats-Unis et la Tunisie. L'Agence des Etats-Unis est le Centre Hydrographique/Topographique de l'Agence Cartographique de la Défense (DMAHTC). L'Agence Tunisienne est la Direction des Services Géographique et Hydrographique de l'Armée (Ministère Tunisien de la Défense Nationale).

2. MATERIEL FOURNI PAR LA DMAHTC :

a. La DMAHTC accepte de fournir au Ministère Tunisien de la Défense Nationale automatiquement et gratis le matériel suivant :

(1) Cartes :

a. Dix exemplaires de chacune de toutes les cartes et plans de villes toute échelle, préparés par la DMAHTC couvrant la Tunisie.

b. Dix exemplaires de toutes les cartes préparées par la DMAHTC à l'échelle de 1/1.000.000 ou plus petites englobant l'Afrique du Nord.

(2) Matériel de reproduction :

Un jeu de matériel de reproduction pour toutes les cartes préparées par la DMAHTC englobant la Tunisie à l'échelle de 1/1.000.000 ou plus grande.

(3) Publications :

a. Deux exemplaires de catalogue d'échange de cartes DMAHTC : Centre Hydrographique/Topographique de l'Agence Cartographique de la Défense - Ministère de la Défense Nationale avec révision et supplément à mesure de leur parution.

b. Deux exemplaires de la liste d'échange des publications du Centre Hydrographique/Topographique de l'Agence Cartographique de la Défense avec révision et supplément à mesure de leur parution.

c. Deux exemplaires de tous les glossaires préparés par la DMAHTC et/ou les répertoires géographiques relatifs aux cartes fournies sur une base automatique.

d. Deux exemplaires de toutes les publications géodésiques (trigonométriques) préparées par la DMAHTC relatives aux cartes fournies sur une base automatique.

e. Un exemplaire des données géophysiques de la Tunisie, y compris les données éphémérides pour satellites géodésiques.

f. Un exemplaire de tous les rapports techniques de la DMA, publications de références et documents techniques publiés pour être mis en circulation.

b. La DMAHTC accepte de fournir au Ministère Tunisien de la Défense Nationale sur demande :

(1) Cartes :

Exemplaires en surplus des quantités spécifiées aux termes de la distribution automatique fournie sur une base de réciprocité.

(2) Matériel de reproduction :

Une série de matériel de reproduction pour toutes les cartes préparées par la DMAHTC fournies automatiquement, couvrant les pays d'Afrique du Nord à l'échelle de 1/1.000.000 ème ou plus petites, fournies sur demande et sur une base de réciprocité.

(3) Publications :

Exemplaires de publications DMAHTC, mentionnées dans la liste d'échange de publications du Centre Hydrographique/Topographique de l'Agence Cartographique de la Défense devant être fournies sur une base de réciprocité.

(4) Pellicules pour le matériel de reproduction :

Suffisament de pellicules pour la préparation de matériel de reproduction des cartes de la Tunisie devant être fournies au DMAHTC par le Ministère Tunisien de ma Défense Nationale conformément aux paragraphes 3 à (2) de cette annexe.

3. MATERIEL FOURNI PAR LE MINISTERE TUNISIEN DE LA DEFENSE NATIONALE

a. Le Ministère de la Défense Nationale accepte de fournir sans frais et automatiquement au DMAHTC le matériel suivant :

(1) Cartes :

Dix exemplaires de chacune des cartes et plans de ville toutes échelles de la Tunisie produits par l'Agence Tunisienne, ainsi que les cartes produites par d'autres pays en coopération avec la Tunisie.

(2) Eléments de reproduction :

Un jeu de matériel de reproduction pour toutes les cartes topographiques à l'échelle de 1/25.000 ème ou plus petites et les plans de villes de la Tunisie produits par l'Agence Tunisienne, ainsi que les cartes produites par d'autres pays en coopération avec la Tunisie.

(3) Publications :

(a) Deux exemplaires des catalogues de cartes, listes d'autres répertoires graphiques avec révisions et suppléments.

(b) Deux exemplaires de toutes les publications du Gouvernement Tunisien relatives à la photographie aérienne, cartographie, géodésie, géographie, noms géographiques et photogrammétrie.

(c) Deux exemplaires de tous les glossaires et/ou répertoires géographiques relatifs aux cartes fournies sur une base automatique préparées par le Gouvernement Tunisien.

(d) Deux exemplaires de toutes les publications géodésiques (trigonométriques) préparées par le Gouvernement Tunisien, relatives aux cartes fournies sur une base automatique, et les répertoires indiquant l'état des travaux de contrôle vertical et horizontal.

(e) Un exemplaire de chacune des publications mentionnant les rapports sur les progrès de production à mesure de leur parution.

b. Le Ministère Tunisien de la Défense Nationale accepte de fournir sur demande au DMAHTC :

(1) Cartes :

Exemplaires en surplus des quantités spécifiées sous le bénéfice d'une distribution automatique devant être fournies sur une base de réciprocité.

(2) Publications :

Exemplaires en surplus des quantités spécifiées sous le bénéfice d'une distribution automatique devant être fournies sur une base de réciprocité.

(3) Photographies :

Un exemplaire des récapitulatifs de photographie aérienne émis ou établis par le Gouvernement Tunisien, indiquant l'échelle, la date, et la distance focale.

4. LIVRAISON DU MATERIEL :

a. Tout le matériel appartenant au DMAHTC devra être envoyé à :

La Direction de la Sécurité Militaire
Ministère de la Défense Nationale
Boulevard Bab Menara - T u n i s -
TUNISIE

b. Tout le matériel appartenant au Ministère Tunisien de la Défense Nationale devra être envoyé à :

Director
DMA Hydrographic/Topographic Center
ATTN : SDTC
6500 Brookes Lane
Washington, D.C. 20315
USA.

ANNEXE C

ECHANGE DE CARTES MARINES

1. Objet :

Cette annexe a pour but de déterminer les arrangements pour l'échange de cartes marines, de renseignements nautiques et autres données y afférant, d'intérêt commun entre les Etats-Unis et la Tunisie, et d'autoriser la reproduction de fac-similés de cartes respectives pour l'usage de chaque pays. L'agence pour les Etats-Unis est le Centre Hydrographique/Topographique de l'Agence Cartographique de la Défense (DMAHTC). L'agence pour la Tunisie est le DSGHA de l'Armée (Ministère Tunisien de la Défense Nationale).

2. Reproduction de Fac-Similés Modifiés de Cartes Marines :

La DMAHTC et le DSGHA de l'Armée ont l'autorisation de produire en fac-similés, ou de modifier les cartes respectives de chaque pays.

3. Procédés :

Les procédés d'échange, programmes de coopération et spécifications pour la reproduction modifiée des cartes respectives de chaque pays seront développés par les Agences coopérant d'un commun accord.

4. Livraison de Matériel :

a/- Tout le matériel appartenant au DMAHTC devra être envoyé à :

La Direction de la Sécurité Militaire
Ministère de la Défense Nationale
Boulevard Bab Menara - Tunis -
TUNISIE

b/- Tout le matériel appartenant au Ministère de la Défense Nationale devra être envoyé à :

Director
DMA Hydrographic/Topographic Center
ATTN : SDTC
6500 Brookes Lane
Washington, D.C. 20315.
USA.

[AMENDING AGREEMENT]

DEFENSE MAPPING AGENCY
BUILDING 56 U.S. NAVAL OBSERVATORY
WASHINGTON D.C. 20305

Date 14 JUL 1982

Amendment 1 to:

MAPPING, CHARTING AND GEODESY COOPERATIVE AND EXCHANGE AGREEMENT

BETWEEN THE MINISTERE DE LA DEFENSE NATIONALE

TUNISIA AND THE DEPARTMENT OF DEFENSE,

UNITED STATES OF AMERICA

1. Delete present text of Article VI STATUS OF U.S. PERSONNEL IN TUNISIA.

2. Add new text of Article VI STATUS OF U.S. PERSONNEL IN TUNISIA as follows:

Members of the Defense Mapping Agency (U.S. Armed Forces and civilian employees of the United States) entering, present in or exiting from Tunisia in connection with this Agreement shall be accorded privileges and immunities identical to those accorded members of the U.S. Military Liaison Office-Tunisia.

Edward W. Finnegan 8.31.82

EDWARD W. FINNEGAN
For the Director
Defense Mapping Agency

BOUBAKER BALMA
Major Général
Director
La Sécurité Militaire
Ministère de la Défense Nationale

Decade of Progress — Decade of Challenge

Amendement 1 à l'

ACCORD D'ECHANGE ET DE COOPERATION EN MATIERE DE GEODESIE, DE GEOGRAPHIE ET DE CARTOGRAPHIE ENTRE LE MINISTERE DE LA DEFENSE NATIONALE DE LA REPUBLIQUE TUNISIENNE ET LE DEPARTEMENT DE LA DEFENSE DES ETATS-UNIS D'AMERIQUE

1. Supprimer le texte actuel de l'Article VI intitulé STATUT DU PERSONNEL AMERICAIN EN TUNISIE.

2. Le remplacer par le nouveau texte ci-après:

Le personnel de l'Agence Cartographique de la Défense (employés civils et militaires des Forces Armées des Etats-Unis) entrant, présent ou sortant de Tunisie dans le cadre de cet accord, se verra accorder les mêmes privilèges et immunités que ceux reconnus aux membres du Bureau de Liaison Militaire des Etats-Unis en Tunisie.

Pour le Directeur de l'Agence Cartographique de la Défense:

Edward W. Finnegan 83182

EDWARD W. FINNEGAN

Le Directeur de la Sécurité Militaire, Ministère de la Défense Nationale de la République Tunisienne

Le Général de Division
BOUBAKER BALMA

PHILIPPINES

Military Bases in the Philippines

Memorandum of agreement amending the agreement of March 14, 1947, as amended.
Signed at Manila June 1, 1983;
Entered into force June 1, 1983.
With related note.

MEMORANDUM OF AGREEMENT

The Exchange of Notes between the Government of the United States and the Government of the Philippines amending the Military Bases Agreement,[1] dated January 7, 1979,[2] provides: "In every fifth anniversary year from the date of this modification and until the termination of the Military Bases Agreement, there shall be begun and completed a complete and thorough review and reassessment of the agreement, including its objectives, its provisions, its duration, and the manner of implementation, to assure that the agreement continues to serve the mutual interest of both parties."

Accordingly, discussions between representatives of the Government of the United States and the Government of the Philippines were conducted in Manila from April 11, 1983 to June 1, 1983. Pursuant to the understanding reached during the Review, the Government of the United States and the Government of the Philippines agree to the following:

I. OPERATIONAL USE OF THE BASES:

Within the context of Philippine sovereignty, the operational use of the bases for military combat operations other than those conducted in accordance with the Philippines-United States Mutual

[1] TIAS 1775; 61 Stat. 4019; 11 Bevans 55.
[2] TIAS 9224; 30 UST 863.

Defense Treaty [1] and the Southeast Asian Collective Defense Treaty (Manila Pact), [2] or the establishment by the Government of the United States of long-range missiles in the bases, shall be the subject of prior consultation with the Government of the Philippines, notwithstanding the provision of the 1979 Amendment to the Military Bases Agreement assuring the United States of unhampered military operations involving its forces in the Philippines.

II. ACCESS AND INFORMATION:

With a view to keeping the Government of the Philippines fully informed about the activities of the United States forces in the Philippines, the following shall be established:

1. The Base Commander and his designated representative shall have access to all areas of the United States facilities except cryptographic areas and areas where classified equipment or information is located. Access to areas where classified equipment or information is located shall be in accordance with mutually agreed procedures.

2. The Government of the United States shall, within a reasonable period, inform the Government of the Philippines of the current level of the United States forces permanently stationed in

[1] Signed Aug. 30, 1951. TIAS 2529; 3 UST 3947.
[2] Signed Sept. 8, 1954. TIAS 3170; 6 UST 81.

78-500 O—92——29

the Philippines, and their equipment and weapons systems. Thereafter, the United States Government shall notify the Government of the Philippines of any major change in United States forces permanently stationed in the Philippines, and major changes in their equipment and weapons systems.

III. RESPECT FOR PHILIPPINE LAW:

It is the duty of members of the United States forces, the civilian component, and their dependents, to respect the laws of the Republic of the Philippines and to abstain from any activity inconsistent with the spirit of the Military Bases Agreement and, in particular, from any political activity in the Philippines. The United States shall take all measures within its authority to ensure that this is done.

The appropriate authorities of the Government of the Philippines and the Government of the United States shall cooperate in taking such steps as are necessary to prevent abuse of importation privileges granted to the United States personnel and their dependents pursuant to the Military Bases Agreement.

In this connection, the two Governments wish to reaffirm existing arrangements established in the prior agreements which provide for cooperation between the United States Armed Forces and Philippine authorities.

IV. ECONOMIC AND SOCIAL IMPROVEMENT OF AREAS SURROUNDING THE BASES:

The Government of the United States reaffirms the statements made by Secretary of State Cyrus Vance in his letter of January 6, 1979, to Minister for Foreign Affairs Carlos P. Romulo [1] to the effect that the two governments shall take steps to promote suitable projects in the base lands outside the United States facilities and the areas surrounding them and that the Government of the United States is prepared to consider, subject to the approval of the United States Congress, appropriate assistance for improving economic and social conditions in Angeles City and Olongapo City and surrounding areas and to relate these efforts of the Government of the United States to plans of the Government of the Philippines for the utilization of returned base land areas. Moreover, the United States forces shall procure goods and services in the Philippines to the maximum extent feasible.

V. CRIMINAL JURISDICTION:

Paragraph 6 of the Agreed Official Minutes regarding Article XIII of the Military Bases Agreement as revised by the Mendez-Blair Agreement of August 10, 1965, [2] is amended to read: "In the event of hostilities to which the provisions of Article V of the Mutual Defense Treaty apply, either the Government of the Philippines or the Government of the United States shall have the right, by giving sixty days notice to the other, to suspend the application of any

[1] TIAS 9224; 30 UST 887.
[2] TIAS 5851; 16 UST 1096.

provision of Article XIII of the Military Bases Agreement. If such notice is given, the two governments shall immediately consult with a view to agreeing on suitable arrangements to replace the provisions suspended. Until new arrangements are concluded, the provisions of Article XIII shall continue to apply in full."

VI. LABOR AND TAXATION:

Representatives of the Government of the Philippines and the Government of the United States shall meet to discuss possible revisions of or alterations in the Agreement of May 27, 1968,[1] concerning the employment of Philippine nationals by the United States forces in the Philippines in the light of the critical contribution made by the Philippine national work force to the effective operation of the United States facilities and with a view to ensuring that labor relations involving the Philippine national work force remain harmonious and productive. These discussions shall begin within six months after the conclusion of the 1983 Review of the Military Bases Agreement or on another date agreed upon. The discussions shall be conducted on the basis of the principles of equality of treatment, the right to organize and bargain collectively, and respect for the sovereignty of the Republic of the Philippines.

The Government of the United States shall make arrangements

[1] TIAS 6542; 19 UST 5892.

for the withholding, beginning October 1, 1983, of Philippine income tax from the salaries of Philippine nationals employed by the Armed Forces of the United States in connection with the construction, maintenance, and operation of the United States facilities, in accordance with applicable Philippine laws and regulations, except employees whose income is exempt from Philippine income taxation or who are members of the United States Armed Forces. The Government of the Philippines shall notify such employees of the United States that withholding has been initiated at the request of the Government of the Philippines and that the Government of the United States, in complying with that request, incurs no obligation with respect to any reduction in net compensation or payment which may result.

The Government of the Philippines shall adopt a simplified procedure to facilitate the travel of members of the United States Armed Forces, the civilian component, and their dependents, who shall continue to be exempt from the payment of the travel tax imposed under Presidential Decree No. 1183 of August 21, 1977.

With regard to automobiles imported into the Philippines under the Military Bases Agreement by members of the United States Armed Forces, the civilian component, and their dependents, charges imposed for the registration of those automobiles shall include only the actual registration and license plate fees.

VII. JOINT COMMITTEE:

A Military Bases Agreement Joint Committee shall be established as a means of consultation between the two governments on matters

regarding the implementation of the Military Bases Agreement which cannot be resolved between the Philippine Base Commander and the United States facilities commanders or any other matter regarding the implementation of the Military Bases Agreement which either side wishes to bring before the Committee. The Military Bases Agreement Joint Committee will assume responsibility for matters relating to that Agreement referred to in Paragraph 4a of Annex A of the Exchange of Notes of May 15, 1958, establishing the Philippine-United States Mutual Defense Board. [1] In view of its special character and composition, the Criminal Jurisdiction Implementation Committee will remain as presently constituted.

The Military Bases Agreement Joint Committee shall be composed of a representative of the Government of the Philippines and a representative of the Government of the United States, each of whom shall have one or more deputies and staff. The Committee shall determine its own procedures and arrange for such auxiliary organs and administrative services as may be required. The Committee shall be so organized that it may meet at any time at the request of the representative of either government.

If the Military Bases Agreement Joint Committee is unable to resolve any matter, it shall refer that matter to the respective governments for further consideration.

[1] TIAS 4033; 9 UST 549.

ENTRY INTO FORCE

This Agreement shall enter into force upon signature.

IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE at Manila, in duplicate, this 1st day of June, 1983.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[1]

FOR THE GOVERNMENT OF THE REPUBLIC OF THE PHILIPPINES:

[2]

[1] Michael H. Armacost.
[2] Benjamin T. Romualdez.

[RELATED NOTE]

REPUBLIKA NG PILIPINAS
MINISTRI NG UGNAYANG PANLABAS
MAYNILA [1]

No. 83-1704

The Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honor to inform the Embassy that, in accordance with the Memorandum of Agreement relating to the Military Bases Agreement signed between the Government of the Philippines and the Government of the United States on June 1, 1983, the following arrangements have been made by the Government of the Philippines with respect to Section VI, effective 1 July 1983:

1. Privately-owned motor vehicles of members of the United States Armed Forces, the civilian component, and their dependents stationed in the United States facilities shall be registered upon payment of the license plate fee and the actual registration fee, which shall approximate the actual cost of the registration.

2. Authority shall be given to airline companies in the Philippines to issue tickets exempt from payment of the travel tax to members of the United States Armed Forces, the civilian component and their dependents, stationed in the United States facilities who are travelling on commercial flights, upon submission of either (a) a Government Transportation Request (GTR) issued by the appropriate authorities of the United States government or (b) a certification issued by the United States facilities commander attesting to the status of said personnel and/or dependent and requesting the issuance of a tax exempt airline ticket in their favor. However, this certification must first be submitted to the local Office of the Base Commander for verification and annotation of the travel tax exemption, free of any charge, prior to its presentation to the airline company concerned.

[1] In translation reads: "Republic of Philippines Department of Foreign Affairs Manila".

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.

Manila, 1 June 1983

IVORY COAST

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Abidjan March 21 and April 21, 1983;
Entered into force April 21, 1983.

The American Embassy to the Ivorian Ministry of Foreign Affairs

No. 54

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Republic of Ivory Coast and has the honor to refer to certain requirements of United States law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

The Provisions of United States law in question prohibit the furnishing of IMET Training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient Government will not, without the consent of the United States Government:

(a) Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government:

(b) Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or

(c) Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;

2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.

3. That the recipient country will permit continuous observation and review by, and furnish necessary information to representatives of the United States Government with regard to the use of such training (including training materials); and that the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

In as much as the IMET Program with the Government of Ivory Coast may include training related to defense articles with respect to which the agreement of the Government of Ivory Coast to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of the Ministry of Foreign Affairs of Ivory Coast shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America takes this occasion to renew to the Ministry of Foreign Affairs of the Republic of Ivory Coast the assurances of its highest consideration.

Enclosures:

- Informal translation.[1]

Embassy of the United States of America,

Abidjan, March 21, 1983.

[1] Not printed.

The Ivorian Ministry of Foreign Affairs to the American Embassy

MINISTÈRE
DES AFFAIRES ÉTRANGÈRES

N° 3077 /AE/CAB-4

21 AVRIL 1983

Le Ministère des Affaires Etrangères de la République de Côte d'Ivoire présente ses compliments à l'Ambassade des Etats-Unis d'Amérique et, se reférant à sa Note Verbale N° 1265 du 21 Mars 1983, a l'honneur de porter à sa connaissance que les Autorités Militaires compétentes acceptent les conditions définies par la Note précitée et prennent l'engagement de les respecter dans leur intégralité, lors des Stages d'éducation et de formation militaires dans le cadre du programme international prévu à cette fin.

Le Ministère desAffaires Etrangères remercie l'Ambassade des Etats-Unis d'Amérique pour son aimable coopération et saisit cette occasion pour lui renouveler les assurances de sa haute considération./-

/-) MBASSADE DES ETATS-UNIS
D'AMERIQUE
/-) B I D J A N

TRANSLATION

Ministry of Foreign Affairs

No. 3077/AE/CAB-4 April 21, 1983

The Ministry of Foreign Affairs of the Republic of the Ivory Coast presents its compliments to the Embassy of the United States of America and, in reference to its note verbale No.[1] 1265 of March 21, 1983, has the honor to inform it that the appropriate military authorities accept the conditions set forth in the aforementioned note and undertake to observe them in their entirety for the duration of the international military education and training program.

The Ministry of Foreign Affairs thanks the Embassy of the United States of America for its cooperation in this matter and avails itself of this opportunity to renew to it the assurances of its high consideration.

[Initialed]

[SEAL]

LEBANON

Aviation: Transport Services

Agreement modifying the agreement of December 22, 1982.
Effected by exchange of notes
Dated at Washington April 29, 1983;
Entered into force April 29, 1983.

The Lebanese Embassy to the Department of State

EMBASSY OF LEBANON
WASHINGTON

The Embassy of Lebanon presents its compliments to the Department of State of the United States of America and has the honor to refer to the Air Transport Agreement between the Government of Lebanon and the Government of the United States of America signed at Beirut, September 1, 1972[1] and to the Exchange of Notes of December 22, 1982[2] concerning approval of certain air services by Lebanese and United States airlines.

In order to allow the Lebanese all-cargo airline, Trans-Mediterranean Airlines, to continue to operate to the United States, the Embassy proposes that the United States Civil Aeronautics Board approve a request by Trans-Mediterranean Airlines, if filed, to continue to operate after May 20, 1983, its present level of all-cargo service (four round-trip flights per week with narrow body aircraft or equivalent capacity) between a point or points in Lebanon, the intermediate points Basel, Amsterdam, Copenhagen, Stockholm, Frankfurt, Paris and London and the terminal point New York, without traffic rights between New York and the intermediate points Paris, London and Frankfurt.

[1] TIAS 7546; 24 UST 245.
[2] TIAS 10489; 34 UST 2358.

If this proposal is acceptable to the Government of the United States of America, the Embassy of Lebanon proposes that this note and the reply of the Department constitute an agreement to approve the Trans-Mediterranean Airlines services mentioned above. Such agreement shall enter into force on the date of your reply.

April 29, 1983

[1]

[1] Khalil Itani.

The Department of State to the Lebanese Embassy

The Department of State acknowledges receipt of a diplomatic note from the Embassy of Lebanon dated April 29, 1983, which reads as follows:

[For the text of the Lebanese note, see pp. 906-907.]

The Department hereby confirms that the Government of the United States accepts this proposal and agrees that the Embassy's note and this note in reply, constitute an agreement between our respective governments which enters into force on the date of this note.

The Department of State,
Washington,
April 29, 1983

[1]

[1] Matthew V. Scocozza.

MOROCCO

Aviation: Technical Assistance

Memorandum of agreement signed at Rabat April 18, 1983;
Entered into force April 18, 1983.

FAA TECHNICAL ASSISTANCE—MOROCCO MEMORANDUM OF AGREEMENT NAT-I-1500

Whereas, the Government of the United States of America, represented by the Federal Aviation Administration of the Department of Transportation, hereinafter referred to as the FAA, is able to furnish services requested by the Kingdom of Morocco, represented by the Directorate of Civil Aviation, hereinafter referred to as the DCA; and

Whereas, Section 305 of the Federal Aviation Act of 1958, as amended, [1] directs the FAA to encourage and foster the development of civil aeronautics and air commerce in the United States (U.S.) and abroad and Section 5 of the International Aviation Facilities Act of 1948, as amended, [2] authorizes the FAA to accept funds from any foreign government as payment for any facilities supplied or services performed for such government; and

Whereas, Section 313(D) of the Federal Aviation Act, as amended,[3] authorizes the training of foreign nationals in aeronautical and related subjects essential to the orderly and safe operation of civil aircraft;

Now therefore, the parties hereto mutually agree as follows:

ARTICLE I—Purpose of the Agreement

This Memorandum of Agreement (MOA) establishes the general terms and conditions under which the FAA will, within its capability, available resources, and legislative authority, provide the DCA technical assistance and expertise in developing and improving the Moroccan Air Traffic Control System as well as other mutually agreed civil aviation activity.

ARTICLE II—Description of Services

A. All services rendered and other resources and commodities provided under this Agreement shall be specified in corresponding Annexes which when agreed by the parties will become part of this Agreement.

B. The parties agree that each Annex will contain a description of the tasks to be performed by FAA personnel for the DCA, the manpower, material, and other resources required to accomplish these tasks, the estimated cost of the tasks to be performed by FAA, identification of DCA offices to which financial statements will be rendered, and an implementation schedule.

C. It is understood and agreed that the FAA's ability to furnish the full scope of technical assistance provided by this Agreement depends on the host government's use of procedures, systems, and equipment that are similar to those used by the FAA in the United States.

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[1] 72 Stat. 749; 49 U.S.C. § 1346.
[2] 62 Stat. 451; 49 U.S.C. § 1154.
[3] 72 Stat. 753; 49 U.S.C. § 1354.

ARTICLE III—Status of FAA Personnel

A. The parties agree that FAA personnel assigned to this program will retain their legal status as citizens of the U.S. The supervision and administration of FAA employees shall be in accordance with policies and procedures of the FAA. Such employees shall observe the standards of discipline and conduct which are mandatory for public service officials of the United States.

B. FAA personnel will receive support from the DCA. This support will include transportation, office space and administrative support related to program accomplishment.

ARTICLE IV—Liability

The DCA, on behalf of the Kingdom of Morocco, agrees to defend any suit brought against the United States, the FAA, or any instrumentality or officer of the United States, arising out of work performed under this Agreement. The DCA, on behalf of the Kingdom of Morocco, further agrees to hold the United States, the FAA, or any instrumentality or officer of the United States harmless against any claim by the Government of Morocco, or any agency thereof, or third persons for personal injury, death, or property damage arising out of work performed under this Agreement.

ARTICLE V—Financial Provisions

A. Except for support provided by the DCA in accordance with the appropriate annex, FAA shall arrange and pay all other necessary costs of providing the services under this Agreement in accordance with U.S. Government regulations and practices.

If for any reason the DCA is unable to fully provide the support specified in the appropriate Annex or if the support is not equivalent to that prescribed in pertinent U.S. regulations, the FAA may obtain or provide such additional support as necessary to accomplish its tasks. Such FAA costs for additional support to DCA will be reimbursed in accordance with Article V B below.

B. The DCA shall pay to FAA, in accordance with provisions set forth in Annexes made a part of this Agreement, the amount of such actual costs incurred by FAA, including all costs arising from termination of this Agreement or any of its Annexes made by the DCA.

C. Payment for services set forth in the Annexes shall occur within sixty (60) days from the date of billing. Payments are to be rendered by check made payable to the Federal Aviation Administration in U.S. dollars and forwarded to the address provided in each Annex.

D. In the event that payment is not rendered within 60 days from the date of billing, U.S. Government regulations require that late charges be assessed for each additional thirty (30) day period, or portion thereof, during which payments are overdue. The late charge will be computed by multiplying the amount of the overdue payment by the official monthly percentage rate periodically deter-

mined and prescribed by the U.S. Department of Treasury in accordance with Section 6-8020.20 of the Treasury Fiscal Requirements Manual (1 TFRM 6-8020.20) or successor U.S. Treasury Department directive or regulation.

ARTICLE VI—Identification

For identification purposes, Agreement number NAT-I-1500 has been assigned by FAA to identify this program and should be referred to in all related correspondence. Each Annex to this Agreement will be identified in the following manner: The number of the Agreement followed by an Arabic numeral. The first Annex will be identified as NAT-I-1500-1.

ARTICLE VII—Amendments

Any change in the services to be furnished under this Agreement or its Annexes and any additional cost that may arise over the total estimated amount stated in any Annex shall be formalized by an appropriate written amendment to this Agreement or related Annex.

ARTICLE VIII—Resolution of Disagreements

Any disagreement regarding the interpretation or application of this Agreement will be resolved by consultation between the parties and will not be referred to any international tribunal or third party for settlement.

ARTICLE IX—Effective Date and Termination

This Agreement becomes effective upon the official notification by the DCA to FAA after signature of the duly authorized representatives of FAA and the DCA and shall remain in effect until such time as agreed upon by the FAA and the DCA and set forth in related Annexes. This Agreement and related Annexes may be terminated at any time by either party by ninety (90) days notice in writing. Any such termination will allow FAA one hundred and twenty (120) days to close out that particular program and domestic support program operations and return FAA personnel to their regular FAA duty assignments. All FAA costs incurred as a result of termination of this Agreement or any of its Annexes made by the DCA will be reimbursed by the DCA to FAA.

ARTICLE X—Approval

If this Memorandum of Agreement meets with your satisfaction, the DCA is requested to provide AmEmbassy Rabat with written notification of such approval. DCA written approval to AmEmbassy and this proposal will constitute Memorandum of Agreement NAT-I-1500 between our respective agencies for this service. Signed Donald R. Segner, Associate Administrator for Policy and International Aviation, Federal Aviation Administration, Washington, D.C.

TIAS 10702

ARTICLE I—Purpose of Annex

This Annex covers the technical services to be provided by FAA to DCA for the Morocco Air Traffic Control System Improvement Program. For this purpose, the FAA, subject to their availability, will provide temporary duty (TDY) personnel and related services to accomplish the objective in two phases, A and B.

ARTICLE II—Description of Services

Phase A will consist of project development; study team selection; preliminary studies to review pertinent background data at FAA headquarters; in-country studies; and development of proposal for Phase B program implementation.

A. FAA Personnel

FAA will assign to this project qualified experts in the fields of air traffic control; electronic engineering; and aviation economics for a period of approximately ten weeks.

B. Work Statement

The FAA will participate in Phase A of the project as follows:

1. Conduct a joint Moroccan/FAA in-country study of the Royal Moroccan Air Force's radar system and the Moroccan Civil Air control requirements for en route, transition and terminal facilities.

2. Conduct an economic feasibility study which would include cost/benefit analysis, pricing schemes, user fees, etc., in sufficient depth to develop capital investment recovery plan.

3. After the studies are completed, a joint report will be prepared which will contain:

(A) The FAA's recommendations for adaptation and integration of the Royal Moroccan Air Force's radar system and the Civil Air Traffic System;

(B) A diagram for the integration of the systems;

(C) Information and experience of the FAA in joint civil/military systems for Moroccan use in formulating a protocol between the Civil Air Administration and the Royal Moroccan Air Force.

(E) An initial financial plan to recover the amount of investment capital necessary for upgrading the Air Traffic Control System;

(F) A listing of necessary improvements to the existing ATC System and in a format for use in preparing the specifications to procure additional equipment necessary to adapt the Royal Moroccan Air Force's radar system for joint civil/military air traffic control;

(G) FAA recommendations pertaining to the type of specifications to be prepared, establishment of a training program, and for any additional assistance efforts; and

(H) Information relative to the scope of work and estimated cost for Phase B. Included would be the degree/costs of technical assistance FAA would be willing to provide to assist in car-

rying out the above as well as for the establishment of security and long-term airport development plans.

4. The target date for completion of the above work is July 31, 1983.

ARTICLE III—DCA Support Requirements

A. The DCA will:

1. Provide at no cost to FAA all official transportation of FAA personnel in Morocco under the terms of this Annex. This may be accomplished by use of Royal Moroccan Air Force aircraft or ground vehicles transportation systems and will include local transportation within Morocco for FAA personnel on official field trips; including those to peripheral and/or remote sites.

2. Provide, at its expense, all administrative support required by FAA personnel assigned in Morocco, at least consisting of: suitable office and work space, furnishings and supplies for FAA, as well as publication and duplication assistance;

3. Insure the Royal Moroccan Air Force's participation as required to provide information pertinent to the study as may be required by the FAA study team.

4. Provide one bilingual secretary/typist for the FAA study team during the final week in country;

5. Provide a Liaison Official throughout the study period for purposes of coordination;

6. Make appropriate arrangements for FAA study team members to visit those military facilities as required for the study.

7. Provide at no cost to FAA round trip tickets New York/Casablanca for official transportation of FAA Phase A study team.

B. FAA will insure that its personnel have appropriate U.S. Government security clearances to permit work with classified information and documentation.

ARTICLE IV—Financial Provisions

A. Except for support actually provided by the Morocco Directorate of Civil Aviation in accordance with Article III above, FAA shall arrange and pay all other necessary costs of providing the Phase A services under this Annex, including related disbursements in accordance with FAA/U.S. regulations and practices, with subsequent reimbursement by the DCA.

B. In the event that transportation cited in Article III above is not provided, the DCA will reimburse FAA for personnel transportation made as a consequence of the activities arising out of the technical assistance provided DCA under this Annex. Reimbursement to FAA will be by U.S. dollar check and marked for NAR-I-1500-1.

C. The DCA identifies the office to which FAA will render any financial statements to as (to be identified by DCA).

ARTICLE V—Effective Date, Duration, and Termination

This Annex will become effective upon official notification by DCA to FAA after signature of the duly authorized representatives of FAA and DCA, and will expire six (6) months thereafter. Should it be mutually determined that additional time is required to complete the project, such extension will be formalized by a written amendment. Either party may terminate this Annex, as provided in Article IX of the FAA/DCA General Agreement NAT-I-1500.

ARTICLE VI—Approval

If this Annex One of Memorandum of Agreement NAT-I-1500 meets with your satisfaction, the DCA is requested to provide AmEmbassy Rabat with written notification of such approval. DCA written approval to AmEmbassy and this proposal will constitute Annex One to Memorandum of Agreement NAT-I-1500 between our respective agencies for this service. Signed Donald R. Segner, Associate Administrator for Policy and International Aviation, Federal Aviation Administration, Washington, D.C.

For the Ministry of Transport
The Director of Civil Aviation
Mohamed Mekouar
MOHAMED MEKOUAR

For the Federal Aviation Administration
The Associate Administrator for Policy and International Aviation
Donald R. Segner
DONALD R. SEGNER
18 April 1983

FAA ASSISTANCE TECHNIQUE - MAROC
MEMORANDUM D'ACCORD NAT-I-1500

Attendu que le Gouvernement des Etats-Unis d'Amérique représenté par l'Administration Fédérale de l'Aviation, Département du Transport, désignée ci-dessous FAA, et vu que cette Administration est en mesure de fournir les services demandés par le Royaume du Maroc, représenté par la Direction de l'Aviation Civile désignée ci-dessous DCA, et

Vu la Section 305 de la loi sur l'aviation civile en date de 1958, modifiée, qui autorise la FAA à encourager et promouvoir le développement de l'aviation civile et du commerce aérien aux Etats-Unis et à l'étranger et la Section 5 de la loi de 1948 sur les installations internationales de l'aviation, modifiée, autorisant la FAA à accepter paiements d'un Gouvernement étranger en compensation des fournitures ou services rendus à ce Gouvernement, et,

Vu la Section 313(D) de la loi fédérale sur l'aviation, modifiée, qui autorise la formation d'étrangers en aéronautique et autres matières essentielles à la sécurité en vol des avions civils, les parties suscitées acceptent ce qui suit :

ARTICLE I - OBJET DE L'ACCORD

Cet Accord écrit (MOA) établit les modalités générales et les conditions selon lesquelles la FAA fournira, dans la mesure de ses capacités, de ses ressources disponibles et de son autorité legislative, à la DCA une assistance technique et l'expertise nécessaire au développement et à l'amélioration du système de contrôle du trafic aérien au maroc ainsi que pour toute autre activité de l'aviation civile décidée par les deux parties.

ARTICLE II - DESCRIPTION DES SERVICES

A. Tous les services rendus sous cet accord ainsi que les ressources et produits devront être spécifiés dans les annexes correspondantes, ces dernières, une fois acceptées, faisant partie de cet accord.

B. Les parties acceptent que chaque annexe contienne une description des tâches à effectuer par le personnel de la FAA pour la DCA, la main d'oeuvre, le matériel et autres ressources nécessaires pour accomplir ces tâches, un estimatif des tâches à effectuer par la FAA, la designation des bureaux de la DCA auxquels seront présentés les états des comptes et un agenda de mise en oeuvre.

C. Il est entendu et accepté que pour pourvoir fournir toute l'assistance technique prévue dans cet accord, la FAA dépendra des procédures, des systèmes et de l'équipement utilisés au Maroc et qui sont similaires à ceux utilisés par la FAA aux Etats-Unis.

ARTICLE III - STATUT DU PERSONNEL DE LA FAA

A. Les parties acceptent que les employés de la FAA désignés pour ce programme gardent leur statut légal de citoyens des Etats-Unis. La direction et l'administration des employés de la FAA seront conformés aux règlements et procédures de la FAA. Ces employés devront observer les règles de discipline et de conduite imposées à tout employé officiel du service public des Etats-Unis.

B. Le personnel de la FAA reçevra une aide de la DCA. Elle comprendra le transport, un bureau et un soutien administratif nécessaire à l'accomplissement du programme.

ARTICLE IV - RESPONSABILITES

La DCA, au nom du Royaume du Maroc, accepte de défendre tout procès de partie civile qui pourrait être intenté contre les Etats-Unis, la FAA ou tout instrument ou officiel des Etats-Unis qui serait dû au travail fourni sous cet accord. La DCA, au nom du Royaume du Maroc, accepte également de protéger les Etats-Unis, la FAA, ou tout instrument ou officiel des Etats-Unis contre tout réclamation du gouvernement du Maroc, ou toute agence de ce gouvernement, ou tierce personne du préjudice personnel, mort ou dommage à la propriété provenant du travail fourni sous cet accord.

ARTICLE V - DISPOSITIONS FINANCIERES

A. Sauf pour l'aide donnée par la DCA en accord avec l'annexe concernée, la FAA prendra les dispositions nécessaires et paiera toutes autres dépenses pour la fourniture des services prévus dans cet accord conformément aux règles et pratiques des Etats-Unis.

Si pour une raison ou une autre, la DCA ne peut pas fournir toute l'aide prévue dans l'annexe appropriée, ou si cette aide n'est pas équivalente à celle prescrite par la règlementation en vigueur aux Etats-Unis, la FAA pourrait obtenir ou fournir l'aide supplémentaire nécessaire pour accomplir ses tâches. Ces dépenses pour une aide supplémentaire de la FAA à la DCA seront remboursées selon les termes de l'article V B ci-dessous.

B. La DCA devra payer à la FAA, conformément aux termes des annexes faisant partie de cet accord, le montant réel des dépenses faites par la FAA, y compris les dépenses qui pourraient être occasionnées par l'annulation de cet accord ou de toute annexe par la DCA.

C. Le paiement des services énoncés dans les annexes devra se faire dans les soixante (60) jours suivant la date de la facturation. Les paiements se feront par chèques payables à la Fédéral Aviation Administration en dollars U.S. et envoyés à l'adresse figurant sur chaque annexe.

D. Au cas ou le paiement ne serait pas effectué dans les 60 jours suivant la date de la facturation, la règlementation du gouvernement U.S. prévoit que des frais d'arrièrés seront appliqués pour chaque période additionnelle de trente (30) jours, ou fraction de 30 jours, durant lesquelles les paiements n'auront pas été effectués, les frais d'arrièrés seront calculés en multipliant le montant dû par le taux officiel mensuel

établi périodiquement et défini par le département du trésor américain selon la Section 6-8020.20 du Treasury Fiscal Requirements manual (1 TFRM 6-8020.20) ou selon les directives ou règles en vigueur au département du trésor américain.

ARTICLE VI - DESIGNATION

Pour les besoins d'identification, le numéro NAT-I-1500 a été attribué à cet accord écrit par la FAA pour identifier ce programme et doit être rappelé dans toute correspondance s'y rapportant. Chaque annexe de cet accord sera identifiée de la manière suivante: le numéro de l'accord écrit suivi d'un chiffre numérique. Ainsi, la première annexe sera identifiée comme suit: NAT-I-1500-1.

ARTICLE VII - CHANGEMENTS

Tout changement dans les services prévus dans cet accord ou ses annexes, ainsi que toute dépense supplémentaire qui pourrait se produire en plus de la somme totale figurant dans chaque annexe devra être officialisé par un amendement écrit et approprié à cet accord ou a ses annexes.

ARTICLE VIII - RESOLUTION DES DESACCORDS

Tout desaccord quant à l'interpretation ou à l'application de cet accord sera resolu par consultation entre les parties et ne sera rapporté à aucun tribunal international ou tierce personne.

ARTICLE IX - DATE DE MISE EN VIGUEUR ET ANNULATION

Cet accord entre en vigueur dès la notification officielle par la DCA à la FAA après signature du représentant autorisé de la FAA et de la DCA et restera en vigueur jusqu'aux dates adoptées par la FAA et la DCA qui figurent dans les annexes. Cet accord et ses annexes peuvent être annulés à n'importe quel moment par l'une ou l'autre partie en donnant un préavis écrit de quatre-vingt-dix (90) jours. Toute annulation donnera à la FAA cent vingt jours (120) jours pour mettre fin à ce programme particulier et les activités annexes aux Etats-Unis,et pour ramener le personnel de la FAA à son travsil habituel aux Etats-Unis. Toute dépense de la FAA occasionnée par l'annulation de cet accord ou de ses annexes à la demande de la DCA sera remboursée par la DCA à la FAA.

ARTICLE X - APPROBATION

Si vous acceptez les termes de cet accord, la DCA est priée d'en informer par écrit l'Ambassade américaine à Rabat. La notification écrite de la DCA à l'Ambassade et cette proposition constituent l'accord écrit numéro NAT-I-1500 entre nos administrations respectives pour ce service. Signé Donald R. Segner, Administrateur Adjoint pour le Plan et l'Aviation Internationale, Administration Fédérale de l'Aviation, Washington, D.C.

ARTICLE I - OBJET DE L'ANNEXE

Cette annexe spécifie les services techniques que la FAA doit rendre à la DCA pour le programme d'amélioration du système de contrôle aérien marocain. A cette fin, la FAA fournira dans la mesure de ses disponibilités en mission temporaire (TDY) du personnel et des services annexes pour accomplir les objectifs en deux phases, A et B.

ARTICLE II - DESCRIPTION DES SERVICES

La Phase A consistera au développement du projet, selection de l'équipe d'étude; études préliminaires et examen de l'information disponible au quartier général de la FAA; études sur place; et développement d'une proposition pour le programme de mise en oeuvre de la Phase B.

A. Personnel FAA

Pour ce projet, la FAA désignera des experts hautement qualifiées dans le contrôle du trafic aérien, l'electronique et les études économiques pour une période d'environ dix semaines.

B. Enoncé du Travail

L'équipe de la FAA participera à la Phase A du projet de la manière suivante :

1. Fera une étude conjointe FAA/Marocaine sur place du système radar de la Force Royale Aérienne et des besoins de l'Aviation Civile marocaine en ce qui concerne le contrôle du trafic aérien en route, de transition et des zônes terminales.

2. Fera une étude économique comprenant des analyses de coût/bénifices, formules tarifaires, tarifs pour les usagers, etc., suffisamment en détail pour développer un plan de recouvrement du capital investi.

3. Une fois les études terminées, un rapport commun sera préparé qui comprendra :

(A) Les recommandations de la FAA pour adopter et intégrer le système radar de la Force Royale Aérienne au système de contrôle civil.

(B) Un diagramme montrant l'intégration des systèmes.

(C) Les résultats de l'étude de rentabilité économique.

(D) Des informations et l'expérience acquise par la FAA sur les systèmes conjoints civils/militaires permettant au Maroc de formuler un prôtocôle entre l'Administration de l'Aviation Civile et la Force Royale Aérienne du Maroc.

(E) Un plan financier préliminaire pour recouvrer le capital investi néceasaire à l'amélioration du système du contrôle du trafic aérien.

(F) Une liste des améliorations requiaes pour le système ATC

existant et sous une forme permettant de préparer les spécifications pour l'acquisition d'équipement supplémentaire nécessaire à l'adaptation du système radar de la Force Royale Aérienne pour le contrôle conjoint du trafic aérien.

(G) Les recommandations de la FAA se rapportant au type de spécifications à préparer, à l'établissement d'un programme de formation, et à tout autre projet d'assistance supplémentaire.

(H) L'information concernant l'étendue du travail et un estimatif du coût de la Phase B. Ceci comprendrait l'étendue/coûts de l'assistance technique que la FAA serait prête à fournir pour l'exécution de ce qui précède ainsi qu'à l'établissement de plans pour la sécurité et le développement à long terme des aéroports.

4. La date choisie pour terminer le travail enoncé plus haut est le 31 juillet 1983.

ARTICLE III - DEFINITION DE L'AIDE A FOURNIR PAR LA DCA

A. La DCA devra :

1. Fournir gratuitement à la FAA tout transport officiel du personnel de la FAA au Maroc selon les termes de cette annexe. Le transport peut s'effectuer par avion militaire marocain ou par véhicules comprenant le transport local à l'intérieur du Maroc pour le personnel de la FAA en déplacement officiel, y compris visites aux emplacements périphériques et/ou éloignés.

2. Fournir, à son compte, tout support administratif nécessaire au personnel de la FAA envoyé au Maroc et au moins: un bureau adéquatement meublé avec les fournitures pour la FAA ainsi qu'une assistance pour la documentation et la reproduction.

3. S'assurer de la participation de la Force Royale Aérienne selon les besoins afin qu'elle fournisse les informations nécessaires à l'étude de l'équipe de la FAA.

4. Fournir une secrétaire/dactylo bilingue qui sera à la disposition de l'équipe de la FAA durant la dernière semaine au Maroc.

5. Fournir un officier de liaison pendant toute la durée de l'étude pour assurer la coordination.

6. Prendre les dispositions nécessaires pour arranger les visites des membres de l'équipe de la FAA aux installations militaires pour les besoins de l'étude.

7. Fournir gratuitement à la FAA des billets aller et retour New York/Casablanca pour le transport officiel de l'équipe FAA préposée à l'étude de la Phase A.

B. La FAA fera le nécessaire pour que son personnel ait les certificats de sécurité du gouvernement américain qui s'imposent pour leur permettre de travailler avec des informations ou une documentation classifiées.

ARTICLE IV - DISPOSITIONS FINANCIERES

A. A l'exception de l'aide fournie par la direction de l'aviation civile du maroc conformément à l'article III ci-dessus, la FAA prendra les dispoaitions nécessaires et paiera toutes autres dépenses pour la fourniture des services compris dans la Phase A de cette annexe ainsi que les dépenses conformes aux règlements et usages de la FAA/U.S., le remboursement par la DCA étant fait ultérieurement.

B. Au cas ou le transport mentionné dans l'Article III ci-dessus ne serait pas fourni, la DCA remboursera la FAA pour le transport du personnel occasionné par les activités relatives à l'assistance technique fournie à la DCA sous cette annexe. Remboursement par chèques en dollars U.S. marqués pour NAT-I-1500-1.

C. La DCA désignera le bureau auquel la FAA soumettra la facturation comme (à remplir par la DCA).

ARTICLE V - DATE EFFECTIVE, DUREE ET ANNULATION

Cette Annexe entrera en vigueur au moment de la notification officielle de la DCA à la FAA après signature par les représentants autorisés de la FAA et de la DCA et se terminera six (6) mois après. S'il est jugé de part et d'autre que du temps supplémentaire est nécessaire pour finir le projet, une extension sera faite sous la forme d'un amandement écrit. L'une ou l'autre des parties peut terminer cette annexe conformément à l'article IX de l'accord général FAA/DCA NAT-I-1500.

ARTICLE VI - APPROBATION

Si vous acceptez les termes de l'annexa un de cet accord NAT-I-1500, la DCA est priée d'en informer par écrit l'Ambassade américaine à Rabat. L'accord écrit de la DCA à l'Ambassade et cette proposition constituent l'annexe un du mémorandum d'accord NAT-I-1500 entre nos Administrations respectives pour ce service. Signé Donald R. Segner, Administrateur Adjoint pour le Plan et l'Aviation internationale, Administration Fédérale de l'Aviation, Washington, D.C.

For the Ministry of Transport
The Director of Civil Aviation
Mohamed Mekouar

For the Federal Aviation Administration
The Associate Administrator for Policy
and International Aviation
Donald R. Segner

Donald R. Segner
18 April 1983

TIAS 10702

SOCIALIST REPUBLIC OF ROMANIA

Aviation: Air Transport Services

Agreement amending and extending the agreement of December 4, 1973, as amended and extended.
Effected by exchange of notes
Dated at Bucharest April 22 and 28, 1983;
Entered into force April 28, 1983;
Effective January 31, 1983.
With related letters.

The American Embassy to the Romanian Ministry of Foreign Affairs

No. 35

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Socialist Republic of Romania and has the honor to refer to the Air Transport Agreement Between the Government of the United States of America and the Government of the Socialist Republic of Romania signed at Washington, December 4, 1973, as amended and extended.[1]

In order to facilitate air transport relations, the United States Government proposes a further extension of the Air Transport Agreement, as amended, for a period of one year, from January 31, 1983, through January 30, 1984, with the understanding that the words "thirty days" shall replace the words "one year" in Article XVIII of the Agreement.

If this proposal is acceptable to the Government of the Socialist Republic of Romania, the Government of the United States has the honor to propose that this note and the reply of the Government of the Socialist Republic of Romania to that effect constitute an agreement between the two governments which will enter into force on the date of your reply, to extend and amend the Air Transport Agreement, as amended, from January 31, 1983, through January 30, 1984.

[1] TIAS 7901, 9431, 10274; 25 UST 1631; 30 UST 3872; 33 UST 3976.

78-500 O—92——30

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

Embassy of the United States of America,
Bucharest, April 22, 1983.

The Romanian Ministry of Foreign Affairs to the American Embassy

REPUBLICA SOCIALISTA ROMANIA

MINISTERUL
AFACERILOR EXTERNE

Nr. 6/2128

Ministerul Afacerilor Externe al Republicii Socialiste România prezintă salutul său Ambasadei Statelor Unite ale Americii la Bucureşti şi are onoarea să-I confirme primirea notei verbale a Ambasadei nr. 35 din 22 aprilie 1983, al cărei text, tradus în limba română, are următorul conţinut:

"Ambasada Statelor Unite ale Americii prezintă complimentele sale Ministerului Afacerilor Externe al Republicii Socialiste România şi are onoarea să se refere la Acordul privind transporturile aeriene dintre Guvernul Statelor Unite ale Americii şi Guvernul Republicii Socialiste România, semnat la Washington, la 4 decembrie 1973, aşa cum a fost prelungit şi amendat.

In scopul facilitării relaţiilor privind transporturile aeriene, Guvernul Statelor Unite propune o nouă prelungire a Acordului privind transporturile aeriene, aşa cum a fost amendat, pentru o perioadă de un an, de la 31 ianuarie 1983 pînă la 30 ianuarie 1984, cu înţelegerea că cuvintele "treizeci de zile" vor înlocui cuvintele "un an" în articolul XVIII al Acordului.

Dacă această propunere este acceptabilă Guvernului Republicii Socialiste România, Guvernul Statelor Unite are onoarea să propună ca această notă şi răspunsul Guvernului Republicii Socialiste România la aceasta, să constituie un acord între cele două guverne, care va intra în vigoare la data răspunsului dumneavoastră, pentru a prelungi şi amenda Acordul privind transporturile aeriene, aşa cum a fost amendat, de la 31 ianuarie 1983 pînă la 30 ianuarie 1984.

AMBASADEI STATELOR UNITE ALE AMERICII
- în oraş -

Ambasada Statelor Unite ale Americii foloseşte acest prilej pentru a reînnoi Ministerului Afacerilor Externe al Republicii Socialiste România asigurarea înaltei sale consideraţii".

Ministerul Afacerilor Externe al Republicii Socialiste România are onoarea să comunice Ambasadei Statelor Unite ale Americii că Guvernul Republicii Socialiste România acceptă propunerea Guvernului Statelor Unite ale Americii, formulată în nota verbală sus menţionată şi este de acord ca schimbul de note în legătură cu această problemă să constituie un acord între cele două guverne, care va intra în vigoare la data primirii prezentei note verbale.

Ministerul Afacerilor Externe al Republicii Socialiste România foloseşte acest prilej pentru a reînnoi Ambasadei Statelor Unite ale Americii asigurarea înaltei sale consideraţii.

Bucureşti, 28 aprilie 1983

TRANSLATION

Socialist Republic of Romania

Ministry
of Foreign Affairs

No. 6/2128

The Ministry of Foreign Affairs of the Socialist Republic of Romania presents its compliments to the Embassy of the United States of America at Bucharest and has the honor to acknowledge receipt of the Embassy note verbale No. 35 of April 22, 1983, the text of which, translated into the Romanian language, reads as follows:

[For the English language text, see pp. 923-924.]

The Ministry of Foreign Affairs of the Socialist Republic of Romania has the honor to inform the Embassy of the United States of America that the Government of the Socialist Republic of Romania accepts the proposal of the Government of the United States of America, formulated in the above-mentioned note verbale and agrees that the exchange of notes in connection with this problem shall constitute an agreement between the two governments which will enter into force on the date of receipt of this note verbale.

The Ministry of Foreign Affairs of the Socialist Republic of Romania avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its high consideration.

[initialed]

[SEAL]

Bucharest, April 28, 1983

[RELATED LETTERS]

EMBASSY OF THE
UNITED STATES OF AMERICA
Bucharest

April 22, 1983

Major General Raican
Head of the Department of
Civil Aviation
Otopeni Airport
Bucharest

Dear Major General Raican:

I refer to the Air Transport Agreement between the Government of the United States of America and the Government of the Socialist Republic of Romania signed at Washington, December 4, 1973, as amended and extended, and to the Embassy's Note No. 35 of April 22, 1983 proposing renewal and amendment of the Agreement.

As you know, Article XVIII of the Agreement gives our governments the right to present notice of intention to terminate the Agreement for any reason that either government deems appropriate. Accordingly, please be advised that the Government of the United States will consider it appropriate to terminate this Agreement if the United States designated airline reports that net interline balances due to the United States designated airline by the Romanian designated airline have not been paid within thirty days from the date that the United States designated airline delivered the monthly statement of account to the headquarters of the Romanian designated airline in Bucharest.

Sincerely,

David B. Funderburk
Ambassador

Bucureşti, 28 aprilie 1983

Stimate Domnule Ambasador,

Prin prezenta, vă confirm primirea scrisorii dv. din 22 aprilie 1983, în legătură cu prelungirea Acordului privind transporturile aeriene între guvernul Republicii Socialiste România şi guvernul Statelor Unite ale Americii pentru perioada 31 ianuarie 1983 - 3o ianuarie 1984.

Cu deosebită consideraţie,

Aurel Răican

Genaral-maior A. Răican
Seful Departamentului Aviaţiei Civile

EXCELENTEI SALE
DOMNULUI DAVID B. FUNDERBURK
AMBASADORUL STATELOR UNITE ALE AMERICII
LA BUCURESTI

TRANSLATION

Bucharest, April 28, 1983

Dear Mr. Ambassador:

I hereby acknowledge receipt of your letter of April 22, 1983 in connection with the extension of the Air Transport Agreement between the Government of the Socialist Republic of Romania and the Government of the United States of America for a period from January 31, 1983 through January 30, 1984.

Yours very truly,

Aurel Raican

Aurel Raican
Major General A. Răican
Chief Department of Civil Aviation

His Excellency
David B. Funderburk,
Ambassador of the
United States of America
Bucharest

HUNGARIAN PEOPLE'S REPUBLIC

Aviation: Air Transport Services

Agreement amending and extending the agreement of May 30, 1972, as amended and extended.
Effected by exchange of notes
Dated at Budapest June 7, 1983;
Entered into force June 7, 1983;
Effective January 1, 1982.

The American Embassy to the Hungarian Ministry of Foreign Affairs

No. 158

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Hungarian People's Republic and has the honor to refer to the Air Transport Agreement between the Government of the United States of America and the Government of the Hungarian People's Republic signed at Washington May 30, 1972, as amended and extended, and the exchanges of Notes of May 30, 1972, and of May 9 and 16, 1975, establishing understandings related to the Agreement.[1]

The United States Government proposes that the Agreement be extended through December 31, 1983, subject to the following modifications and understandings:

1. Each Contracting Party shall permit, after December 31, 1982, the designated airline of the other Contracting Party to exercise the rights specified in Article 13(A) and (C) and, notwithstanding the provisions of the paragraph numbered 2 of the 1972 exchange of Notes, as amended by paragraph number 2 of the 1975 exchange of Notes, the rights specified in Article 13(B), subject to the proviso specified in paragraph numbered 3 below.

2. The revenues earned from sales performed under Article 13(B), whether received in local currency (Forint) or in convertible currency, may, at the option of the designated airline of the United States, be used in whole or in part to cover its local expenses connected with the operation of its air services and with the activities of

[1] TIAS 7577, 8096, 9962; 24 UST 716; 26 UST 1083; 32 UST 4522.

its local representatives and, with the approval of the Hungarian authorities, for other purposes. Local expenses for which such revenues may be used include payment of net interline balances (the balance of accounts which the designated airline of each Contracting Party owes each other), rent and maintenance of offices and housing, salaries of employees, purchase and maintenance of company vehicles, advertising, landing and other airport fees, airport ground handling fees, catering and domestically-produced items necessary for the maintenance and servicing of aircraft such as fuels and lubricants and similar items.

3. Each Contracting Party shall permit the designated airline of the other Contracting Party to exercise the rights specified in Article 13(B), including the right to sell air transportation in the territory of the other party in the currency of that territory. Specifically, the Government of the Hungarian People's Republic agrees to allow United States designated airlines to sell international air transportation services (passenger, cargo and mail) in Hungary in Hungarian currency (Forint) to all persons or parties which are eligible under Hungarian regulations to purchase international air transportation services in Hungary in Hungarian currency from the Hungarian designated airline. United States designated airlines shall be permitted to make such sales under terms and conditions no less favorable than those enjoyed by third-country airlines in Hungary.

If these understandings are acceptable to the Government of the Hungarian People's Republic, the Embassy of the United States of America proposes that this Note

and Ministry of Foreign Affairs' reply constitute an agreement to extend and amend the Air Transport Agreement. Such agreement shall enter into force on the date of the Ministry of Foreign Affair's reply and shall be effective from January 1, 1982, through December 31, 1983.

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

Embassy of the United States of America,
Budapest, June 7, 1983.

The Hungarian Ministry of Foreign Affairs to the American Embassy

A MAGYAR NÉPKÖZTÁRSASAG
KULUGYMINISZTERIUMA [1]

Note N° 2666-9/1983

The Ministry of Foreign Affairs of the Hungarian People's Republic presents its compliments to the Embassy of the United States of America and has the honor to refer to the Air Transport Agreement between the Government of the Hungarian People's Republic and the Government of the United States of America signed at Washington May 30, 1972, as amended and extended, and the exchanges of notes of May 30, 1972, and of May 9 and 16, 1975, establishing understandings related to the agreement.

The Government of the Hungarian People's Republic accepts the proposal of the United States Government that the agreement be extended through December 31, 1983, subject to the following modification and understanding:

1. Each contracting party shall permit after December 31, 1982, the designated airline of the other contracting party to exercise the rights specified in Article 13 /A/ and /C/ and, notwithstanding the provisions of the paragraph numbered 2 of the 1972 exchange of notes, as amended by paragraph numbered 2 of the 1975 exchange of notes, the rights specified in Article 13 /B/, subject to the proviso specified in paragraph numbered 3 below.

Embassy of the
United States of America
B u d a p e s t

[1] In translation reads: "The Hungarian People's Republic Ministry of Foreign Affairs.

2. The revenues earned from sales performed under Article 13 /B/, whether received in local currency /forint/ or in convertible currency, may, at the option of the designated airline of the United States, be used in whole or in part to cover its local expenses connected with the operation of its air services and with the activities of its local representatives, and, with the approval of the Hungarian authorities, for other purposes.Local expenses for which such revenues may be used include payment of net interline balances /the balance of accounts which the designated airline of each contracting party owes each other/, rent and maintenance of offices and housing, salaries of employees, purchase and maintenance of company vehicles, advertising, landing and other airport fees, airport ground handling fees, catering and domestically produced items necessary for the maintenance and servicing of aircraft such as fuels and lubricants and similar items.

3. Each contracting party shall permit the designated airline of the other contracting party to exercise the rights specified in Article 13 /B/, including the right to sell air transportation in the territory of the other party in the currency of that territory.

Specifically, the Government of the Hungarian People's Republic agrees to allow United States designated airlines to sell international air transportation services /passenger, cargo and mail/ in Hungary in Hungarian currency /forint/ to all persons or parties which are eligible under Hungarian regulations to purchase international air transportation services in Hungary in Hungarian currency from the Hungarian designated airline. United States designated airlines shall be permitted to make sales under terms and conditions no less favorable than those enjoyed by third party airlines in Hungary.

The Government of the Hungarian People's Republic, agrees with the Embassy of the United States of America that the Embassy's note and the reply of the Ministry constitute an agreement to extend and amend the Air Transport Agreement. Such agreement shall enter into force on the date of this note and shall be effective from January 1, 1982 through December 31, 1983.

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

Budapest, June 7, 1983

MULTILATERAL

Atomic Energy: Uranium Enrichment Services

Agreements signed at Vienna February 12, 1974;
Entered into force February 12, 1974.
And agreement signed at Vienna June 14, 1974;
Entered into force June 14, 1974.

INFCIRC/203

I. SUPPLY AGREEMENT

AGREEMENT FOR THE SUPPLY OF URANIUM ENRICHMENT SERVICES FOR A NUCLEAR POWER FACILITY IN MEXICO

WHEREAS the Government of the United Mexican States (hereinafter called "Mexico"), desiring to set up a nuclear power project consisting of a boiling-water reactor with a rated generating capacity of 650 MW(e), has requested the assistance of the International Atomic Energy Agency (hereinafter called the "Agency") in securing, among other things, the supply of uranium enrichment services for the project during the lifetime of the reactor;

WHEREAS Mexico desires to obtain such services from the United States Atomic Energy Commission (hereinafter called the "Commission");

WHEREAS the Commission is willing to provide such services through the Agency, pursuant to the Agreement for Co-operation between the Agency and the Government of the United States of America as amended (hereinafter called the "Co-operation Agreement") [*] [2], and under the terms and conditions particularly set forth in a long-term, fixed-commitment contract to be concluded between the Commission and the Mexican National Nuclear Energy Institute and the Mexican Federal Electricity Commission acting on behalf of Mexico (hereinafter called the "Long-Term Contract"); and

WHEREAS the Board of Governors of the Agency approved the project on 12 February 1974, and the Agency and Mexico are this day concluding an agreement for the provision by the Agency of the assistance requested by Mexico (hereinafter called the "Project Agreement") [3];

NOW, THEREFORE, the Agency, the Commission acting on behalf of the Government of the United States of America and Mexico hereby agree as follows:

ARTICLE I

Supply of Uranium Enrichment Services through Long-Term, Fixed-Commitment Contract

1. Subject to the provisions of the Co-operation Agreement, the Commission shall furnish to the Agency for Mexico and Mexico shall purchase, during the period of this Agreement, certain uranium enrichment services in connection with the operation of the Nuclear Power Plant of Laguna Verde, Unit 1, in the State of Veracruz.

2. The particular terms and conditions, including charges and advance payment, for the supply of such enrichment services shall be specified in the Long-Term Contract in implementation of this Agreement. As provided for thereunder, the Commission and Mexico shall agree upon (a) a schedule of enrichment services specifying the number of units of separative work to be furnished by the Commission and purchased by Mexico for delivery during an initial firm period beginning in 1976 and ending in 1986; and

*Signed May 11, 1959. TIAS 4291, 7852, 9762; 10 UST 1424; 25 UST 1199; 32 UST 1143. [Footnote added by the Department of State.]

[2] The Co-operation Agreement is reproduced in document INFCIRC/5, part III; the amendments will be reproduced in document INFCIRC/5/Mod. 1.

[3] Part II of this document.

(b) procedures for reaching agreement upon a material schedule specifying the quantities (kgU), assays (weight per cent ^{235}U) and times of deliveries of material other than natural uranium proposed to be delivered by Mexico, and of enriched uranium proposed to be delivered by the Commission upon performance of the enrichment services for the initial firm period and thereafter.

ARTICLE II

Payment

1. Mexico shall pay the Commission all charges for enrichment services provided hereunder, including other charges connected therewith and advance payment therefor, in accordance with the provisions of the Long-Term Contract.

2. It is recognized that in extending its assistance for the project the Agency is not hereunder providing any guarantees or assuming any financial responsibility in connection with the supply of enrichment services by the Commission to Mexico.

ARTICLE III

Delivery - Title

1. (a) All material delivered by the Commission to Mexico pursuant to the Long-Term Contract will be delivered to Mexico, f. o. b. commercial conveyance, at the Commission facility from which such material is to be furnished, in accordance with the Long-Term Contract. Title to such material shall pass to Mexico upon such delivery.

(b) All arrangements for the export from the United States of America of material delivered by the Commission to Mexico shall be the responsibility of Mexico, provided that the Government of the United States of America shall take all appropriate steps to facilitate the issuance of any required licences or permits. Prior to the export of such material, Mexico shall notify the Agency of the amount thereof and of the date and method of shipment. At such time as the material leaves the jurisdiction of the United States of America, title thereto shall pass from Mexico to the Agency and shall thereafter immediately and instantaneously pass back to Mexico.

2. All material delivered or returned to the Commission hereunder and pursuant to the provisions of the Long-Term Contract shall be delivered to the Commission, at the Commission facility or facilities to be designated by the Commission in accordance with the Long-Term Contract. Title to such material shall pass to the Commission upon delivery at such facility or facilities.

ARTICLE IV

Responsibility

1. Neither the United States, nor the Commission, nor any person acting on behalf of the Commission shall bear any responsibility for the safe handling and use of materials delivered pursuant to Section 1 of Article III.

2. Neither the Agency nor any person acting on its behalf shall at any time bear any responsibilities towards Mexico or any person claiming through Mexico for the safe handling and the use of such materials.

ARTICLE V

Officials not to Benefit

No Member of the Congress of the United States of America or Resident Commissioner of the United States of America shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom.

ARTICLE VI

Termination - Suspension - Amendment

1. In the event of termination or suspension of the Long-Term Contract as provided for thereunder, the Commission and Mexico shall jointly notify the Agency of the date on which such termination or suspension is effective. This Agreement shall be terminated or suspended as provided in such notice. It is agreed by Mexico and the Agency that any such termination or suspension shall be without prejudice to the implementation of the rights and responsibilities of the Agency under the Project Agreement.

2. In the event the Long-Term Contract is amended as provided for thereunder, the Commission and Mexico shall, by a written notice to the Agency, notify the Agency of the amendment or amendments. At the request of any party to this Agreement, the parties shall consult each other on corresponding amendments to this Agreement as appropriate.

ARTICLE VII

Settlement of Disputes

Any dispute involving the Agency and one or both of the other parties to this Agreement and 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 (30) 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 (30) 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 (30) 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 (30) 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 established by the tribunal, whose decisions, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the parties, shall be final and binding on all parties. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the International Court of Justice.

ARTICLE VIII

Entry into Force - Duration

This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of the Commission and Mexico, and shall remain in force for the period of the Long-Term Contract or for a period of thirty two (32) years, whichever is greater, provided that the period of this Agreement shall in no event extend beyond the period during which the Co-operation Agreement is in force.

ARTICLE IX

Agreement for Co-operation

This Agreement, as well as the Long-Term Contract, shall be subject to and in accordance with the Co-operation Agreement, as it may be amended.

DONE in Vienna, on the twelfth day of February 1974, in triplicate in the English and Spanish languages, both texts being equally authentic.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(signed) Sigvard EKLUND

For the GOVERNMENT OF THE UNITED MEXICAN STATES:

(signed) Fernando ALBA ANDRADE

For the UNITED STATES ATOMIC ENERGY COMMISSION
on behalf of the GOVERNMENT OF THE UNITED STATES OF AMERICA:

(signed) William O. DOUB

II. PROJECT AGREEMENT

AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY AND THE GOVERNMENT OF THE UNITED MEXICAN STATES FOR ASSISTANCE BY THE AGENCY IN ESTABLISHING A NUCLEAR POWER FACILITY

WHEREAS the Government of the United Mexican States (hereinafter called "Mexico"), desiring to establish a nuclear power project for the production of electricity, has requested the assistance of the International Atomic Energy Agency (hereinafter called the "Agency") in securing a nuclear power reactor which Mexico desires to purchase from a manufacturer in the United States of America (hereinafter called the "Manufacturer"), and in securing uranium enrichment services for the project;

WHEREAS the Board of Governors of the Agency approved the project on 12 February 1974;

WHEREAS under the Agreement for Co-operation between the Agency and the Government of the United States of America (hereinafter called the "United States"), as amended (hereinafter called the "Co-operation Agreement") [2], the United States undertook to make available to the Agency from time to time quantities of special fissionable material as may be authorized by the United States, and also undertook, subject to various applicable provisions and licence requirements, to permit, upon request of the Agency, persons under the jurisdiction of the United States to make arrangements to transfer and export materials, equipment or facilities for a Member of the Agency in connection with an Agency project; and

WHEREAS the Agency, Mexico and the United States Atomic Energy Commission acting on behalf of the United States are this day concluding an agreement for the supply of uranium enrichment services in connection with the project (hereinafter called the "Supply Agreement") [4];

NOW, THEREFORE, the Agency and Mexico hereby agree as follows:

ARTICLE I

Definition of the Project

The project to which this Agreement relates is the establishment of the Nuclear Power Plant of Laguna Verde, located near Alto Lucero, State of Veracruz, consisting of a boiling-water reactor with a rated core power output of 1931 MW(th) and a rated generating capacity of 650 MW(e) (hereinafter called the "reactor"), to be operated by the Mexican Federal Electricity Commission.

ARTICLE II

Supply of Reactor and Uranium Enrichment Services

1. The Agency, pursuant to Article IV of the Co-operation Agreement, shall request the United States to permit the transfer and export to Mexico of the reactor, together with components and spare parts, manufactured in accordance with a contract between Mexico and the Manufacturer.

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[4] Part I of this document.

2. The Agency hereby agrees to allocate to the project defined in Article I, and to provide to Mexico enriched uranium (hereinafter called the "supplied material") obtained from the performance of uranium enrichment services pursuant to the terms of the Supply Agreement, which constitutes an integral part of this Agreement to the extent that it creates rights and obligations between the Agency and Mexico.

3. It is understood by the Agency and Mexico that this Agreement shall apply to any additional assistance provided by the Agency to Mexico for the project.

ARTICLE III

Shipment of the Supplied Material

Any part of the supplied material, the shipment of which is arranged by Mexico after title thereto has passed to Mexico in accordance with the Supply Agreement, shall, while the material is in the United States of America, be entrusted to a carrier selected by Mexico and acceptable to the United States Atomic Energy Commission. After export from the United States of America, such material shall be entrusted to a licensed public carrier selected by Mexico or shall be accompanied by a responsible person designated by Mexico.

ARTICLE IV

Agency Safeguards

1. Mexico undertakes that the reactor and any nuclear material contained, used, produced or processed in or by the use of the reactor shall not be used in such a way as to further any military purpose.

2. It is specified that the safeguards rights and responsibilities of the Agency provided for in paragraph A of Article XII of its Statute [*] are relevant to the project, and that their implementation is satisfied by the application of safeguards procedures pursuant to the Agreement between the United Mexican States and the International Atomic Energy Agency for the Application of Safeguards in Connection with the Treaty for the Prohibition of Nuclear Weapons in Latin America[**]and the Treaty on the Non-Proliferation of Nuclear Weapons,[***]signed on 27 September 1972 and which entered into force on 14 September 1973 [5]. If the said Agreement is terminated, the safeguards rights and responsibilities of the Agency shall be implemented pursuant to the Agreement between the International Atomic Energy Agency and Mexico for the Application of Safeguards under the Treaty for the Prohibition of Nuclear Weapons in Latin America, signed on 6 September 1968 and which entered into force on that date [6]. However, if both Agreements are terminated, the safeguards rights and responsibilities of the Agency provided for in paragraph A of Article XII of its Statute shall be implemented in accordance with arrangements which will supplement this Agreement, which shall be agreed forthwith by the Agency and Mexico and shall be based on the then effective Agency's safeguards system applicable to Agency projects, including provisions with respect to Agency inspectors; pending agreement on such arrangements, the Agency will apply safeguards in accordance with the procedures provided for in that system.

*Done Oct. 26, 1956. TIAS 3873; 8 UST 1105.
**Done Feb. 14, 1967. TIAS 7137; 22 UST 762.
***Done July 1, 1968. TIAS 6839; 21 UST 483.
[5] Reproduced in document INFCIRC/197.
[6] Reproduced in document INFCIRC/118. [650 UNTS 311. Footnote added by the Department of State.]

ARTICLE V

Health and Safety Measures

The health and safety measures specified in the Annex to this Agreement shall apply to the project.

ARTICLE VI

Agency Inspectors

The relevant provisions of the Agreement between the United Mexican States and the International Atomic Energy Agency for the Application of Safeguards in Connection with the Treaty for the Prohibition of Nuclear Weapons in Latin America and the Treaty on the Non-Proliferation of Nuclear Weapons shall apply to Agency inspectors performing functions pursuant to this Agreement.

ARTICLE VII

Languages

All reports and other information required for the application of this Agreement shall be submitted to the Agency in one of the working languages of the Board of Governors of the Agency.

ARTICLE VIII

Settlement of Disputes

1. Any dispute concerning the interpretation or application of this Agreement, which is not settled by negotiation or as may otherwise be agreed, shall be settled in the same manner as that described in Article 22 of the Agreement between the United Mexican States and the International Atomic Energy Agency for the Application of Safeguards in Connection with the Treaty for the Prohibition of Nuclear Weapons in Latin America and the Treaty on the Non-Proliferation of Nuclear Weapons.

2. Decisions of the Board of Governors of the Agency concerning the implementation of Article IV, V or VI shall, if they so provide, be given effect immediately by the Agency and Mexico pending the final settlement of any dispute.

ARTICLE IX

Entry into Force

This Agreement shall enter into force upon signature by or for the Director General and by the authorized representative of Mexico.

DONE in Vienna, on the twelfth day of February 1974, in duplicate in the English and Spanish languages, both texts being equally authentic.

For the GOVERNMENT OF THE UNITED MEXICAN STATES:

(signed) Emilio O. RABASA

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(signed) Sigvard EKLUND

ANNEX

HEALTH AND SAFETY MEASURES

1. The health and safety measures applicable to the project shall be those set forth in Agency document INFCIRC/18 (hereinafter called the "Health and Safety Document"), as specified below.

2. Mexico shall apply the Agency's Basic Safety Standards [7] and relevant provisions of the Agency's Regulations for the Safe Transport of Radioactive Materials [8], as these Standards and Regulations are revised from time to time, and shall as far as possible apply them also to any shipment of supplied material outside Mexico. Mexico shall endeavour to ensure safety conditions as recommended in the relevant parts of the Agency's codes of practice on the safe operation of nuclear power plants [9] and on safe reactor design and construction, and of the Agency's guidelines for the organization of regulatory activities for nuclear power reactors and earthquake guidelines for reactor siting [10].

3. Mexico shall arrange for the submission to the Agency, at least six months prior to the proposed transfer of any part of the supplied material to the jurisdiction of Mexico, of a detailed safety report containing the information specified in the Agency's guidelines for the layout and content of safety reports for stationary nuclear power plants [11], with particular reference to the following items to the extent that such information is not yet available to the Agency:

(a) Information relating to the site of the nuclear power plant;

(b) Summary description of the plant, its principal design criteria, its design bases, and its principal operating characteristics and safety implication;

(c) Safety analysis in which individual system and component designs should be evaluated for effects of anticipated disturbances and for susceptibility to component malfunction or failures. The consequences of those anticipated disturbances and possible malfunction or failures should be assessed, and the ability built into the plant to control or accommodate such situations from the viewpoint of safety;

(d) Information describing the way in which operation of the plant will be conducted;

(e) Receipt and handling of the supplied material;

(f) Handling and storage of fuel after unloading from the reactor.

The transfer shall not take place until the Agency has determined that the safety measures described in the report are acceptable. The Agency may require further safety measures in accordance with paragraph 30 of the Health and Safety Document. Should Mexico desire to make substantial modifications to the procedures with respect to which information has

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[7] Safety Series No. 9, 1967 Edition (STI/PUB/147).

[8] Ibid., No. 6, 1973 Revised Edition (STI/PUB/323).

[9] Ibid., No. 31, 1969 (STI/PUB/222).

[10] Earthquake Guidelines for Reactor Siting, Technical Reports Series No. 139, 1972 (STI/DOC/10/139).

[11] Safety Series No. 34, 1970 (STI/PUB/272).

been submitted, or to perform any operations with the reactor (including finally closing it down) or with the supplied material as to which operations no such information has been submitted, it shall submit to the Agency all relevant information as specified in paragraph 29 of the Health and Safety Document, in sufficient time to enable the Agency to perform its task in accordance with paragraph 30 of the Document, before such modified procedures or additional operations are carried out.

4. Mexico shall arrange for the submission of the reports specified in paragraphs 25 to 27 of the Health and Safety Document.

5. The Agency may inspect the nuclear power plant, in accordance with paragraphs 33 to 35 of the Health and Safety Document, at the pre-construction review and the construction permit stage, once during the first year of operation, and thereafter not more than once a year, provided that special inspections may be carried out in the circumstances specified in paragraph 32 of the Document.

6. Changes may be made to the safety standards and measures laid down in this Annex, in accordance with paragraphs 38 and 39 of the Health and Safety Document.

I. ACUERDO DE SUMINISTRO

ACUERDO RELATIVO A LA PRESTACION DE SERVICIOS DE ENRIQUECIMIENTO DE URANIO PARA UNA CENTRAL NUCLEAR DE MEXICO

CONSIDERANDO que el Gobierno de los Estados Unidos Mexicanos (que en adelante se denominará "México" en el presente Acuerdo) desea ejecutar un proyecto nucleoeléctrico que consiste en un reactor de agua hirviente con una capacidad generadora nominal de 650 MW(e) y ha pedido la asistencia del Organismo Internacional de Energía Atómica (que en adelante se denominará "Organismo" en el presente Acuerdo) para obtener, entre otras cosas, la prestación de servicios de enriquecimiento de uranio para el proyecto durante toda la vida útil del reactor;

CONSIDERANDO que México desea obtener dichos servicios de la Comisión de Energía Atómica de los Estados Unidos (que en adelante se denominará "Comisión" en el presente Acuerdo);

CONSIDERANDO que la Comisión está dispuesta a prestar esos servicios por conducto del Organismo, de conformidad con el Acuerdo de Cooperación concertado entre el Organismo y el Gobierno de los Estados Unidos de América, con sus enmiendas (que en adelante se denominará "Acuerdo de Cooperación" en el presente Acuerdo) [2], y en los plazos y condiciones específicamente estipulados en un contrato en firme a largo plazo a concertar entre la Comisión y, en nombre y representación de México, el Instituto Nacional de Energía Nuclear de México y la Comisión Federal de Electricidad de México (que en adelante se denominará "Contrato a largo plazo" en el presente Acuerdo) [3];

CONSIDERANDO que la Junta de Gobernadores del Organismo aprobó el proyecto el 12 de febrero de 1974, y que el Organismo y México conciertan en esta fecha un Acuerdo para la prestación de la asistencia del Organismo solicitada por México (que en adelante se denominará "Acuerdo sobre el Proyecto" en el presente Acuerdo);

El Organismo, la Comisión, en nombre y representación de los Estados Unidos de América, y México, acuerdan lo siguiente:

ARTICULO I

Prestación de servicios de enriquecimiento de uranio a lo largo de toda la vigencia del Contrato en firme a largo plazo

1. De conformidad con lo dispuesto en el Acuerdo de Cooperación, la Comisión proporcionará al Organismo para México, y México comprará al Organismo, durante el período de vigencia del presente Acuerdo, determinados servicios de enriquecimiento de uranio en relación con la explotación de la Central Nuclear de Laguna Verde, Unidad 1, sita en el Estado de Veracruz.

2. En la ejecución del presente Acuerdo, los plazos y condiciones, inclusive el pago anticipado y las tarifas correspondientes al suministro de los mencionados servicios de enriquecimiento se especificarán en el Contrato a largo plazo. Conforme se estipula más adelante, la Comisión y México convendrán en: a) un calendario de servicios de enriquecimiento en el que se especifique el número de unidades de trabajo de separación que la Comisión ha de proporcionar y México ha de adquirir y que habrán de entregarse durante un período inicial en firme que comenzará en 1976 y terminará en 1986; y b) los procedimientos para concertar un acuerdo acerca del calendario relativo a los materiales, con especificación de las

[2] El texto del Acuerdo de Cooperación figura en el documento INFCIRC/5, Parte III, sus enmiendas se transcribirán en el documento INFCIRC/5/Mod. 1.

[3] Parte II del presente documento.

cantidades (kg de U), análisis (porcentaje en peso de ^{235}U), y las fechas de entrega de materiales distintos del uranio natural que hayan de ser entregados por México y del uranio enriquecido que haya de ser entregado por la Comisión después de efectuados los servicios de enriquecimiento para el período inicial en firme y con posterioridad a este período.

ARTICULO II

Pago

1. México pagará a la Comisión todos los gastos correspondientes a los servicios de enriquecimiento prestados con arreglo al presente instrumento, inclusive los demás gastos relacionados con dichos servicios y el pago anticipado correspondiente, de conformidad con las disposiciones del Contrato a largo plazo.

2. Queda entendido que al prestar su asistencia al proyecto, el Organismo no otorga en virtud del presente instrumento garantía alguna ni asume responsabilidad financiera alguna en relación con la prestación de servicios de enriquecimiento por la Comisión a México.

ARTICULO III

Entrega y título de propiedad

1. a) Todos los materiales entregados por la Comisión a México en virtud del Contrato a largo plazo serán entregados a México, f.o.b. medio de transporte comercial, en la instalación de la Comisión desde la cual hayan de ser suministrados dichos materiales, de conformidad con el Contrato a largo plazo. El título de propiedad de dichos materiales pasará a México en el momento de la entrega.

b) Todas las medidas a adoptar para la exportación desde los Estados Unidos de América de los materiales entregados por la Comisión a México serán de la incumbencia de México, pero el Gobierno de los Estados Unidos de América tomará todas las medidas apropiadas para facilitar la concesión de las licencias o permisos que se precisen. Con anterioridad a la exportación de tales materiales, México notificará al Organismo la cantidad de materiales y la fecha y modalidad de expedición. En el momento en que los materiales salgan de la jurisdicción de los Estados Unidos de América, el título de propiedad de los materiales pasará de México al Organismo e, inmediatamente después y automáticamente, dicho título de propiedad pasará a México.

2. Todos los materiales entregados o devueltos a la Comisión de conformidad con el presente instrumento y en virtud de las disposiciones del Contrato a largo plazo serán entregados a la Comisión en la instalación o instalaciones de la Comisión que la Comisión designe de conformidad con el Contrato a largo plazo. El título de propiedad de tales materiales pasará a la Comisión en el momento de la entrega de los materiales en dicha instalación o instalaciones.

ARTICULO IV

Responsabilidad

1. Ni los Estados Unidos, ni la Comisión, ni ninguna persona que actúe en nombre y representación de la Comisión asumirán responsabilidad alguna por la manipulación en condiciones de seguridad y la utilización de los materiales entregados conforme a la Sección 1 del Artículo III.

2. Ni el Organismo ni ninguna persona que actúe en nombre y representación del Organismo asumirá, en ningún momento, responsabilidad alguna ante México ni ante ninguna persona que reclame por conducto de México, por la manipulación en condiciones de seguridad y la utilización de tales materiales.

ARTICULO V

Exclusión de beneficios

Ningún miembro del Congreso de los Estados Unidos de América y ningún Comisario Residente de los Estados Unidos de América podrá intervenir o participar de alguna manera en el presente Acuerdo ni en los beneficios que de él puedan derivarse.

ARTICULO VI

Terminación, suspensión y enmienda

1. En caso de terminación o suspensión del Contrato a largo plazo, de conformidad con lo estipulado en el mismo, la Comisión y México notificarán conjuntamente al Organismo la fecha de efectividad de tal terminación o suspensión. El presente Acuerdo se dará por terminado o quedará en suspenso conforme se determine en dicha notificación. México y el Organismo convienen en que la terminación o suspensión no perjudicará el ejercicio de los derechos y facultades que al Organismo corresponden en virtud del Acuerdo sobre el Proyecto.

2. En caso de que el Contrato a largo plazo sea enmendado de conformidad con lo estipulado en el mismo, la Comisión y México notificarán por escrito al Organismo la enmienda o enmiendas. A petición de cualquiera de las Partes en el presente Acuerdo, las Partes se consultarán acerca de las correspondientes enmiendas que proceda introducir en el presente Acuerdo.

ARTICULO VII

Solución de controversias

Toda controversia que afecte al Organismo y a una o a las otras dos Partes en el presente Acuerdo y que derive de la interpretación o aplicación del presente Acuerdo, que no quede resuelta mediante negociación o por cualquier otro procedimiento convenido entre las Partes interesadas, 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 han convenido 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 (30) 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 (30) días siguientes a la designación o nombramiento del segundo árbitro 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 (30) 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 (30) días siguientes a la designación o nombramiento del tercero de los tres primeros 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 simple. El procedimiento de arbitraje será establecido por el tribunal, cuyas decisiones, inclusive todos los fallos relativos a su constitución, procedimiento,

jurisdicción y repartición de gastos de arbitraje entre las Partes, serán definitivas y obligatorias para todas éstas. Los árbitros serán remunerados en las mismas condiciones que los magistrados de la Corte Internacional de Justicia designados especialmente.

ARTICULO VIII

Entrada en vigor y duración

El presente Acuerdo entrará en vigor en el momento en que lo firmen el Director General del Organismo, o un representante suyo, y los representantes autorizados de la Comisión y de México, y permanecerá en vigor durante todo el período de validez del Contrato a largo plazo, o durante el período de treinta y dos (32) años, si éste fuera mayor, quedando entendido que el período de vigencia del presente Acuerdo no excederá en ningún caso del período durante el cual esté vigente el Acuerdo de Cooperación.

ARTICULO IX

Acuerdo de Cooperación

El presente Acuerdo, así como el Contrato a largo plazo, se ejecutarán con sujeción a, y de conformidad con, las disposiciones del Acuerdo de Cooperación y sus posibles enmiendas.

HECHO en Viena, a los doce días del mes de febrero de 1974, por triplicado en los idiomas español e inglés, siendo igualmente auténtico el texto en estos dos idiomas.

Por el ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA:

(firmado) Sigvard EKLUND

Por el GOBIERNO DE LOS ESTADOS UNIDOS MEXICANOS:

(firmado) Fernando ALBA ANDRADE

Por la COMISION DE ENERGIA ATOMICA DE LOS ESTADOS UNIDOS, en nombre y representación del GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

(firmado) William O. DOUB

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II. ACUERDO SOBRE EL PROYECTO

ACUERDO ENTRE EL ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA Y EL GOBIERNO DE LOS ESTADOS UNIDOS MEXICANOS, POR EL QUE EL ORGANISMO PRESTARA ASISTENCIA EN LA EJECUCION DE UN PROYECTO RELATIVO A UNA CENTRAL NUCLEAR

CONSIDERANDO que el Gobierno de los Estados Unidos Mexicanos (que en adelante se denominará "México" en el presente Acuerdo) desea ejecutar un proyecto de producción de energía nucleoeléctrica y ha pedido la asistencia del Organismo Internacional de Energía Atómica (que en adelante se denominará "Organismo" en el presente Acuerdo) para obtener un reactor de potencia que México desea adquirir de un fabricante de los Estados Unidos de América (que en adelante se denominará "Fabricante" en el presente Acuerdo), y para obtener servicios de enriquecimiento de uranio para el proyecto;

CONSIDERANDO que la Junta de Gobernadores del Organismo aprobó el proyecto el 12 de febrero de 1974;

CONSIDERANDO que en virtud del Acuerdo de Cooperación concertado entre el Organismo y el Gobierno de los Estados Unidos de América (que en adelante se denominará "Estados Unidos" en el presente Acuerdo), con sus enmiendas (que en adelante se denominará "Acuerdo de Cooperación" en el presente Acuerdo) [2], los Estados Unidos se comprometen a proporcionar al Organismo, de cuando en cuando, las cantidades de materiales fisionables especiales que puedan autorizar los Estados Unidos, y se comprometen también, sin perjuicio de las disposiciones pertinentes ni de las dictadas en materia de permisos de exportación, a autorizar, previa petición del Organismo, a personas sometidas a la jurisdicción de los Estados Unidos para que adopten las medidas necesarias para el suministro y la exportación de materiales, equipo e instalaciones con destino a un Estado Miembro del Organismo en ejecución de un proyecto del Organismo;

CONSIDERANDO que el Organismo, México y la Comisión de Energía Atómica de los Estados Unidos, en nombre y representación de los Estados Unidos, conciertan en esta fecha un acuerdo para la prestación de servicios de enriquecimiento de uranio en relación con el proyecto (que en adelante se denominará "Acuerdo de Suministro" en el presente Acuerdo) [4];

El Organismo y México acuerdan lo siguiente:

ARTICULO I

Definición del Proyecto

El proyecto a que se refiere el presente Acuerdo está relacionado con la construcción de la Central Nuclear de Laguna Verde, situada en las proximidades de Alto Lucero (Estado de Veracruz), y consiste en un reactor de agua hirviente con una potencia nominal de salida en el núcleo de 1 931 MW(t) y una capacidad generadora nominal de 650 MW(e) (que en adelante se denominará "reactor" en el presente Acuerdo), cuya explotación correrá a cargo de la Comisión Federal de Electricidad de México.

[4] Parte I del presente documento.

ARTICULO II

Suministro del reactor y prestación de servicios de enriquecimiento de uranio

1. El Organismo pedirá a los Estados Unidos que, con arreglo al artículo IV del Acuerdo de Cooperación, autoricen la cesión y exportación a México del reactor y de sus componentes y repuestos, fabricados de conformidad con las estipulaciones de un contrato entre México y el Fabricante.

2. Por el presente Acuerdo el Organismo conviene en destinar a la ejecución del proyecto definido en el Artículo I y en proporcionar a México uranio enriquecido (que en adelante se denominará "material suministrado" en el presente Acuerdo) obtenido de la prestación de servicios de enriquecimiento de uranio de conformidad con lo dispuesto en el Acuerdo de Suministro, que constituye parte integrante del presente Acuerdo en tanto que es fuente de derechos y obligaciones para el Organismo y México.

3. Queda entendido por el Organismo y por México que el presente Acuerdo será de aplicación a toda asistencia complementaria que el Organismo preste a México para el proyecto.

ARTICULO III

Transporte del material suministrado

Cualquier parte del material suministrado cuya expedición sea gestionada por México una vez que el título de propiedad haya pasado a México de conformidad con lo estipulado en el Acuerdo de Suministro, se confiará, mientras el material se halle en los Estados Unidos de América, a un transportista elegido por México y aceptable para la Comisión de Energía Atómica de los Estados Unidos. Una vez que haya sido exportado de los Estados Unidos de América, dicho material se confiará a un transportista público matriculado elegido por México o irá acompañado por una persona responsable designada por México.

ARTICULO IV

Salvaguardias del Organismo

1. México se compromete a que el reactor y cualquier material nuclear contenido, utilizado, producido o tratado en el reactor o mediante el empleo de éste, no se utilicen de modo que contribuya a fines militares.

2. Se establece que son aplicables a este proyecto los derechos y responsabilidades del Organismo en materia de salvaguardias previstos en el párrafo A del Artículo XII de su Estatuto, y que su ejercicio y desempeño quedará asegurado con la aplicación de procedimientos de salvaguardia en virtud del Acuerdo entre los Estados Unidos Mexicanos y el Organismo Internacional de Energía Atómica para la aplicación de salvaguardias en relación con el Tratado para la Proscripción de las Armas Nucleares en la América Latina y el Tratado sobre la no proliferación de las armas nucleares, firmado el 27 de septiembre de 1972 y que entró en vigor el 14 de septiembre de 1973 [5]. Si el mencionado Acuerdo se diera por terminado, los derechos y responsabilidades en materia de salvaguardias que incumben al Organismo se ejercerán y desempeñarán en virtud del Acuerdo entre el Organismo Internacional de Energía Atómica y México relativo a la aplicación de salvaguardias según el Tratado para la Proscripción de las Armas Nucleares en la América Latina, firmado el 6 de septiembre de 1968 [6] y que entró en vigor en dicha fecha. No obstante, si ambos acuerdos se dieran por terminados, los derechos y responsabilidades en materia de salvaguardias que incumben al Organismo en virtud del párrafo A del Artículo XII de su Estatuto se ejercerán y desempeñarán de conformidad con arreglos que complementarán el presente Acuerdo, que serán convenidos sin demora por el Organismo y México y que se

[5] Transcrito en el documento INFCIRC/197.

[6] Transcrito en el documento INFCIRC/118.

basarán en el sistema efectivo de salvaguardias del Organismo que a la sazón sea aplicable a los proyectos del Organismo, inclusive las disposiciones relativas a los inspectores del Organismo; mientras se llegue a un acuerdo sobre dichos arreglos, el Organismo aplicará salvaguardias de conformidad con los procedimientos establecidos en dicho sistema.

ARTICULO V

Medidas de seguridad y protección de la salud

Se aplicarán al proyecto las medidas de seguridad y protección de la salud prescritas en el Anexo del presente Acuerdo.

ARTICULO VI

Inspectores del Organismo

Los inspectores del Organismo que ejercen sus funciones en virtud del presente Acuerdo se regirán por las disposiciones pertinentes del Acuerdo entre los Estados Unidos Mexicanos y el Organismo Internacional de Energía Atómica para la aplicación de salvaguardias en relación con el Tratado para la Proscripción de las Armas Nucleares en la América Latina y el Tratado sobre la no proliferación de las armas nucleares.

ARTICULO VII

Idiomas

Todos los informes y demás informaciones que se requieran para la aplicación del presente Acuerdo serán sometidos al Organismo en uno de los idiomas de trabajo de su Junta de Gobernadores.

ARTICULO VIII

Solución de controversias

1. Toda controversia con respecto a la interpretación o aplicación del presente Acuerdo que no sea resuelta mediante negociación o por cualquier otro procedimiento convenido entre las Partes, se solventará de la manera descrita en el Artículo 22 del Acuerdo entre los Estados Unidos Mexicanos y el Organismo Internacional de Energía Atómica para la aplicación de salvaguardias en relación con el Tratado para la Proscripción de las Armas Nucleares en la América Latina y el Tratado sobre la no proliferación de las armas nucleares.

2. El Organismo y México darán inmediatamente efecto a las decisiones de la Junta de Gobernadores del Organismo acerca de la ejecución de los Artículos IV, V o VI, si así se dispusiera en aquéllas, en espera de que se resuelva definitivamente la controversia planteada.

ARTICULO IX

Entrada en vigor

El presente Acuerdo entrará en vigor en el momento en que sea firmado por el Director General del Organismo o en su nombre y representación, y por el representante autorizado de México.

HECHO en Viena, a los doce días del mes de febrero de 1974, por duplicado en los idiomas español e inglés, siendo igualmente auténtico el texto en estos dos idiomas.

Por el GOBIERNO DE LOS ESTADOS UNIDOS MEXICANOS:

(firmado) Emilio O. RABASA

Por el ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA:

(firmado) Sigvard EKLUND

ANEXO

MEDIDAS DE SEGURIDAD Y PROTECCION DE LA SALUD

1. Las medidas de seguridad y protección de la salud aplicables al proyecto serán las contenidas en el documento INFCIRC/18 del Organismo (que en adelante se denominará "documento de seguridad y protección de la salud" en el presente Anexo), como se especifica en los párrafos siguientes.

2. México aplicará, en la forma en que vayan siendo revisadas, las Normas Básicas de Seguridad del Organismo [7] y las disposiciones pertinentes del Reglamento del Organismo para el Transporte sin Riesgos de Materiales Radiactivos [8], y las aplicará también, en la medida de lo posible, a cualquier expedición de material suministrado que tenga lugar fuera de México. México velará por que se cumplan las condiciones de seguridad recomendadas en las partes pertinentes de los manuales prácticos del Organismo relativos a la explotación sin riesgos de centrales nucleares [9] y al diseño y construcción sin riesgos de reactores así como de las guías del Organismo relativas a la organización de actividades de reglamentación para reactores de potencia y al emplazamiento de reactores desde el punto de vista de las características sísmicas del terreno [10].

3. México hará lo necesario para presentar al Organismo, con una antelación de por lo menos seis meses respecto del traslado propuesto de cualquier parte del material suministrado a la jurisdicción de México, de un informe detallado de seguridad en el que figurarán los datos especificados en la guía del Organismo sobre la disposición y contenido de los informes de seguridad relativos a las centrales nucleares fijas [11], atendiendo en particular a los siguientes puntos en la medida en que el Organismo no disponga todavía de dicha información:

a) Información relativa al emplazamiento de la central nuclear;

b) Descripción sucinta de la central, de sus principales criterios de diseño, de las bases de su diseño y de sus principales características operativas e implicaciones en materia de seguridad;

c) Un análisis de seguridad en el que deberán evaluarse los diseños de los diversos sistemas y componentes atendiendo a los efectos de perturbaciones previstas y a la propensión a que se produzcan defectos de funcionamiento o fallos de los componentes. Las consecuencias de esas perturbaciones previstas y posibles fallos o situaciones anormales se deben evaluar, y se debe dotar a la central de medios para controlar esas situaciones o adaptarse a ellas, desde el punto de vista de la seguridad;

d) Información descriptiva de la forma en que se llevará a cabo la explotación de la central;

e) Recibimiento y manipulación del material suministrado;

f) Manipulación y almacenamiento del combustible una vez descargado del reactor.

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[7] Colección Seguridad Nº 9, Edición de 1967 (STI/PUB/147).

[8] Ibid. Nº 6, Edición revisada en 1973 (STI/PUB/323).

[9] Ibid. Nº 31, 1970, (STI/PUB/222).

[10] "Earthquake Guidelines for Reactor Siting", Colección de Informes Técnicos Nº 139, 1972.

[11] Colección Seguridad Nº 34, 1970 (STI/PUB/272); publicado en francés y en inglés.

La cesión no podrá efectuarse hasta que el Organismo haya determinado que las medidas de seguridad descritas en los informes son aceptables. El Organismo podrá exigir la aplicación de medidas de seguridad suplementarias de conformidad con lo dispuesto en el párrafo 30 del documento de seguridad y protección de la salud. Si México desease introducir modificaciones importantes en los procedimientos acerca de los cuales se hubiese presentado información, o realizar operaciones con el reactor (incluido su paro definitivo) o con el material suministrado respecto de las cuales no se hubiese presentado esa información, tendrá que presentar al Organismo toda la información pertinente especificada en el párrafo 29 del documento de seguridad y protección de la salud, con la antelación suficiente para que el Organismo pueda realizar su labor de conformidad con el párrafo 30 de dicho documento, antes de que se efectúen dichas modificaciones o de que se realicen dichas operaciones.

4. México hará lo necesario para presentar los informes especificados en los párrafos 25 a 27 del documento de seguridad y protección de la salud.

5. El Organismo podrá inspeccionar la central nuclear en la etapa correspondiente al estudio previo a su construcción y en la de solicitud del permiso de construcción, así como una vez durante el primer año de explotación y, luego, una vez por año, como máximo, de conformidad con los párrafos 33 a 35 del documento de seguridad y protección de la salud, en la inteligencia de que podrán efectuarse inspecciones especiales en las circunstancias especificadas en el párrafo 32 de dicho documento.

6. Las normas y medidas de seguridad establecidas en este Anexo se podrán modificar con arreglo a lo dispuesto en los párrafos 38 y 39 del documento de seguridad y protección de la salud.

INFCIRC/203/Add. 1

SECOND SUPPLY AGREEMENT

AGREEMENT FOR THE SUPPLY OF URANIUM ENRICHMENT SERVICES FOR A SECOND REACTOR UNIT FOR A NUCLEAR POWER FACILITY IN MEXICO

WHEREAS the Government of the United Mexican States (hereinafter called "Mexico"), desiring to set up a second reactor unit at the Nuclear Power Plant of Laguna Verde, has requested the assistance of the International Atomic Energy Agency (hereinafter called the "Agency") in securing a boiling-water reactor with a rated generating capacity of 650 MW(e), which Mexico desires to purchase from a manufacturer in the United States of America (hereinafter called the "Manufacturer"), and in securing the supply of uranium enrichment services for the reactor during its lifetime;

WHEREAS under the Agreement for Co-operation between the Agency and the Government of the United States of America (hereinafter called the "United States"), as amended (hereinafter called the "Co-operation Agreement") [3], the United States may make available to the Agency from time to time certain additional quantities of special fissionable material and may permit, upon request of the Agency, persons under the jurisdiction of the United States to make arrangements to transfer and export materials, equipment or facilities for a Member of the Agency in connection with an Agency project;

WHEREAS Mexico desires to obtain uranium enrichment services from the United States Atomic Energy Commission (hereinafter called the "Commission");

WHEREAS the Commission is willing to provide such services through the Agency, pursuant to the Co-operation Agreement and under the terms and conditions particularly set forth in a long-term, fixed-commitment contract to be concluded between the Commission and the Mexican National Nuclear Energy Institute and the Mexican Federal Electricity Commission acting on behalf of Mexico (hereinafter called the "Long-Term Contract");

WHEREAS the Agency and Mexico on 12 February 1974 concluded an agreement for assistance by the Agency to Mexico in establishing a first reactor unit at the Nuclear Power Plant of Laguna Verde (hereinafter called the "Project Agreement") [4]; and

WHEREAS the Board of Governors of the Agency approved the project on 13 June 1974;

NOW, THEREFORE, the Agency, the Commission acting on behalf of the United States, and Mexico hereby agree as follows:

ARTICLE I

Amendment of Project Agreement

It is agreed by Mexico and the Agency that:

(a) Article I of the Project Agreement is hereby amended to include the establishment, at the Nuclear Power Plant of Laguna Verde, located near Alto Lucero, State of Veracruz, of a second boiling-water reactor with a rated core power output of 1931 MW(th) and a rated generating capacity of 650 MW(e) (hereinafter called the "reactor"), to be operated by the Mexican Federal Electricity Commission; and

[3] Reproduced in document INFCIRC/5, part III, as amended by the agreement reproduced in document INFCIRC/5/Mod. 1.

[4] Reproduced in document INFCIRC/203, part II.

(b) Section 2 of Article II of the Project Agreement is hereby amended to include, under the definition of supplied material, the enriched uranium obtained from the performance of uranium enrichment services pursuant to the terms of this Agreement.

ARTICLE II

Supply of Reactor

The Agency, pursuant to Article IV of the Co-operation Agreement, shall request the United States to permit the transfer and export to Mexico of the reactor, together with components and spare parts, manufactured in accordance with a contract between Mexico and the Manufacturer.

ARTICLE III

Supply of Uranium Enrichment Services through Long-Term, Fixed-Commitment Contract

1. Subject to the provisions of the Co-operation Agreement, the Commission shall furnish to the Agency for Mexico and Mexico shall purchase, during the period of this Agreement, certain uranium enrichment services in connection with the operation of the Nuclear Power Plant of Laguna Verde, Unit 2, in the State of Veracruz.

2. The particular terms and conditions, including charges and advance payment, for the supply of such enrichment services shall be specified in the Long-Term Contract in implementation of this Agreement. As provided for thereunder, the Commission and Mexico shall agree upon (a) a schedule of enrichment services specifying the number of units of separative work to be furnished by the Commission and purchased by Mexico for delivery during an initial firm period beginning in 1977 and ending in 1987; and (b) procedures for reaching agreement upon a material schedule specifying the quantities (kgU), assays (weight per cent ^{235}U) and times of deliveries of material other than natural uranium proposed to be delivered by Mexico, and of enriched uranium proposed to be delivered by the Commission upon performance of the enrichment services for the initial firm period and thereafter.

ARTICLE IV

Payment

1. Mexico shall pay the Commission all charges for enrichment services provided hereunder, including other charges connected therewith and advance payment therefor, in accordance with the provisions of the Long-Term Contract.

2. It is recognized that in extending its assistance for the project the Agency is not hereunder providing any guarantees or assuming any financial responsibility in connection with the supply of enrichment services by the Commission to Mexico.

ARTICLE V

Delivery - Title

1. (a) All material delivered by the Commission to Mexico pursuant to the Long-Term Contract will be delivered to Mexico, f.o.b. commercial conveyance, at the Commission facility from which such material is to be furnished, in accordance with the Long-Term Contract. Title to such material shall pass to Mexico upon such delivery.

(b) All arrangements for the export from the United States of America of material delivered by the Commission to Mexico shall be the responsibility of Mexico, provided that the United States shall take all appropriate steps to facilitate the issuance of any required licences or permits. Prior to the export of such material, Mexico shall notify the Agency of the amount thereof and of the date and method of shipment. At such time as the material leaves the jurisdiction of the United States of America, title thereto shall pass from Mexico to the Agency and shall thereafter immediately and instantaneously pass back to Mexico.

2. All material delivered or returned to the Commission hereunder and pursuant to the provisions of the Long-Term Contract shall be delivered to the Commission, at the Commission facility or facilities to be designated by the Commission in accordance with the Long-Term Contract. Title to such material shall pass to the Commission upon delivery at such facility or facilities.

ARTICLE VI

Responsibility

1. Neither the United States, nor the Commission, nor any person acting on behalf of the Commission shall bear any responsibility for the safe handling and the use of the material delivered pursuant to Section 1 of Article V.

2. Neither the Agency nor any person acting on its behalf shall at any time bear any responsibilities towards Mexico or any person claiming through Mexico for the safe handling and the use of such material.

ARTICLE VII

Termination - Suspension - Amendment

1. In the event of termination or suspension of the Long-Term Contract as provided for thereunder, the Commission and Mexico shall jointly notify the Agency of the date on which such termination or suspension is effective. This Agreement shall be terminated or suspended as provided in such notice. It is agreed by Mexico and the Agency that any such termination or suspension shall be without prejudice to the implementation of the rights and responsibilities of the Agency under the Project Agreement as amended pursuant to Article I of this Agreement.

2. In the event the Long-Term Contract is amended as provided for thereunder, the Commission and Mexico shall, by a written notice to the Agency, notify the Agency of the amendment or amendments. At the request of any party to this Agreement, the parties shall consult each other on corresponding amendments to this Agreement as appropriate.

ARTICLE VIII

Settlement of Disputes

Any dispute involving the Agency and one or both of the other parties to this Agreement and 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 (30) 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 (30) 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 (30) 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 (30) 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 established by the tribunal, whose decisions, including all rulings concerning its constitution, procedure, jurisdiction and the division of the expenses of arbitration between the parties, shall be final and binding on all parties. The remuneration of the arbitrators shall be determined on the same basis as that of ad hoc judges of the International Court of Justice.

ARTICLE IX

Entry into Force - Duration

This Agreement shall enter into force upon signature by or for the Director General of the Agency and by the authorized representatives of the Commission and Mexico, and shall remain in force for the period of the Long-Term Contract or for a period of thirty-three (33) years, whichever is greater, provided that the period of this Agreement shall in no event extend beyond the period during which the Co-operation Agreement is in force.

ARTICLE X

Agreement for Co-operation

This Agreement, as well as the Long-Term Contract, shall be subject to and in accordance with the Co-operation Agreement, as it may be amended.

DONE in Vienna, on the fourteenth day of June 1974, in triplicate in the English and Spanish languages, both texts being equally authentic.

For the INTERNATIONAL ATOMIC ENERGY AGENCY:

(signed) Sigvard Eklund

For the GOVERNMENT OF THE UNITED MEXICAN STATES:

(signed) Ulises Schmill

For the UNITED STATES ATOMIC ENERGY COMMISSION on behalf of the GOVERNMENT OF THE UNITED STATES OF AMERICA:

(signed) William O. Doub

INFCIRC/203/Add. 1

SEGUNDO ACUERDO DE SUMINISTRO

ACUERDO RELATIVO A LA PRESTACION DE SERVICIOS DE ENRIQUECIMIENTO DE URANIO PARA UNA SEGUNDA UNIDAD GENERADORA DE UNA CENTRAL NUCLEAR DE MEXICO

CONSIDERANDO que el Gobierno de los Estados Unidos Mexicanos (que en adelante se denominará "México" en el presente Acuerdo) desea instalar una segunda unidad generadora en la Central Nuclear de Laguna Verde, y ha pedido la asistencia del Organismo Internacional de Energía Atómica (que en adelante se denominará "Organismo" en el presente Acuerdo) para obtener un reactor de agua hirviente con una capacidad generadora nominal de 650 MW(e) que México desea adquirir de un fabricante de los Estados Unidos de América (que en adelante se denominará "Fabricante" en el presente Acuerdo) y para obtener la prestación de servicios de enriquecimiento de uranio para el reactor durante toda su vida útil;

CONSIDERANDO que en virtud del Acuerdo de Cooperación concertado entre el Organismo y el Gobierno de los Estados Unidos de América (que en adelante se denominará "Estados Unidos" en el presente Acuerdo), con sus enmiendas (que en adelante se denominará "Acuerdo de Cooperación" en el presente Acuerdo) [3], los Estados Unidos pueden proporcionar al Organismo, de cuando en cuando, ciertas cantidades adicionales de materiales fisionables especiales y pueden autorizar, previa petición del Organismo, a personas sometidas a la jurisdicción de los Estados Unidos para que adopten las medidas necesarias para el suministro y la exportación de materiales, equipo e instalaciones con destino a un Estado Miembro del Organismo en ejecución de un proyecto del Organismo;

CONSIDERANDO que México desea obtener servicios de enriquecimiento de uranio de la Comisión de Energía Atómica de los Estados Unidos (que en adelante se denominará "Comisión" en el presente Acuerdo);

CONSIDERANDO que la Comisión está dispuesta a prestar esos servicios por conducto del Organismo, de conformidad con el Acuerdo de Cooperación y en los plazos y condiciones específicamente estipulados en un contrato en firme a largo plazo a concertar entre la Comisión y, en nombre y representación de México, el Instituto Nacional de Energía Nuclear de México y la Comisión Federal de Electricidad de México (que en adelante se denominará "Contrato a largo plazo" en el presente Acuerdo;

CONSIDERANDO que el Organismo y México concertaron el 12 de febrero de 1974 un Acuerdo relativo a la prestación de asistencia por el Organismo a México para la instalación de una primera unidad generadora en la Central Nuclear de Laguna Verde (que en adelante se denominará "Acuerdo sobre el Proyecto" en el presente Acuerdo) [4];

CONSIDERANDO que la Junta de Gobernadores del Organismo aprobó el proyecto el 13 de junio de 1974;

El Organismo, la Comisión, en nombre y representación de los Estados Unidos, y México, acuerdan lo siguiente:

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[3] Transcrito en el documento INFCIRC/5, Parte III, y modificado por el Acuerdo que figura en el documento INFCIRC/5/Mod. 1.

[4] Transcrito en el documento INFCIRC/203, Parte II.

ARTICULO I

Enmienda del Acuerdo sobre el Proyecto

México y el Organismo convienen en que:

a) El Artículo I del Acuerdo sobre el Proyecto queda enmendado por el presente Acuerdo a fin de que incluya la instalación en la Central Nuclear de Laguna Verde, situada en las proximidades de Alto Lucero (Estado de Veracruz) de un segundo reactor de agua hirviente con una potencia nominal de salida en el núcleo de 1 931 MW(t) y una capacidad generadora nominal de 650 MW(e) (que en adelante se denominará "reactor" en el presente Acuerdo), cuya explotación correrá a cargo de la Comisión Federal de Electricidad de México.

b) La sección 2 del Artículo II del Acuerdo sobre el Proyecto queda enmendada por el presente Acuerdo a fin de que incluya, en la definición de material suministrado, el uranio enriquecido obtenido de la prestación de servicios de enriquecimiento de uranio en virtud de las disposiciones del presente Acuerdo.

ARTICULO II

Suministro del reactor

El Organismo pedirá a los Estados Unidos que, con arreglo al artículo IV del Acuerdo de Cooperación, autoricen la cesión y exportación a México del reactor y de sus componentes y repuestos, fabricados de conformidad con las estipulaciones de un contrato entre México y el Fabricante.

ARTICULO III

Prestación de servicios de enriquecimiento de uranio a lo largo de toda la vigencia del Contrato a largo plazo

1. De conformidad con lo dispuesto en el Acuerdo de Cooperación, la Comisión proporcionará al Organismo para México, y México comprará, durante el período de vigencia del presente Acuerdo, determinados servicios de enriquecimiento de uranio en relación con la explotación de la Central Nuclear de Laguna Verde, Unidad 2, situada en el Estado de Veracruz.

2. En la ejecución del presente Acuerdo, los plazos y condiciones, inclusive el pago anticipado y las tarifas correspondientes al suministro de los mencionados servicios de enriquecimiento se especificarán en el Contrato a largo plazo. Conforme se estipula más adelante, la Comisión y México convendrán en: a) un calendario de servicios de enriquecimiento en el que se especifique el número de unidades de trabajo de separación que la Comisión ha de proporcionar y México ha de adquirir y que habrán de entregarse durante un período inicial en firme que comenzará en 1977 y terminará en 1987; y b) los procedimientos para concertar un acuerdo acerca del calendario relativo a los materiales, con especificación de las cantidades (kg de U), análisis (porcentaje en peso de ^{235}U), y las fechas de entrega de materiales distintos del uranio natural que hayan de ser entregados por México y del uranio enriquecido que haya de ser entregado por la Comisión después de efectuados los servicios de enriquecimiento para el período inicial en firme y con posterioridad a este período.

ARTICULO IV

Pago

1. México pagará a la Comisión todos los gastos correspondientes a los servicios de enriquecimiento prestados con arreglo al presente instrumento, inclusive los demás gastos relacionados con dichos servicios y el pago anticipado correspondiente, de conformidad con las disposiciones del contrato a largo plazo.

2. Queda entendido que al prestar su asistencia al proyecto, el Organismo no otorga en virtud del presente instrumento garantía alguna ni asume responsabilidad financiera alguna en relación con la prestación de servicios de enriquecimiento por la Comisión a México.

ARTICULO V

Entrega y título de propiedad

1. a) Todos los materiales entregados por a Comisión a México en virtud del Contrato a largo plazo serán entregados a México, f. o. b. medio de transporte comercial, en la instalación de la Comisión desde la cual hayan de ser suministrados dichos materiales, de conformidad con el Contrato a largo plazo. El título de propiedad de dichos materiales pasará a México en el momento de la entrega.

b) Todas las medidas a adoptar para la exportación desde los Estados Unidos de América de los materiales entregados por la Comisión a México serán de la incumbencia de México, pero los Estados Unidos tomarán todas las medidas apropiadas para facilitar la concesión de las licencias o permisos que se precisen. Con anterioridad a la exportación de tales materiales, México notificará al Organismo la cantidad de materiales y la fecha y modalidad de expedición. En el momento en que los materiales salgan de la jurisdicción de los Estados Unidos de América, el título de propiedad de los materiales pasará de México al Organismo e, inmediatamente después y automáticamente, dicho título de propiedad pasará a México.

2. Todos los materiales entregados o devueltos a la Comisión de conformidad con el presente instrumento y en virtud de las disposiciones del Contrato a largo plazo serán entregados a la Comisión en la instalación o instalaciones de la Comisión que la Comisión designe de conformidad con el Contrato a largo plazo. El título de propiedad de tales materiales pasará a la Comisión en el momento de la entrega de los materiales en dicha instalación o instalaciones.

ARTICULO VI

Responsabilidad

1. Ni los Estados Unidos, ni la Comisión, ni ninguna persona que actúe en nombre y representación de la Comisión asumirán responsabilidad alguna por la manipulación en condiciones de seguridad y la utilización de los materiales entregados conforme a la Sección 1 del Artículo V.

2. Ni el Organismo ni ninguna persona que actúe en nombre y representación del Organismo asumirá, en ningún momento, responsabilidad alguna ante México ni ante ninguna persona que reclame por conducto de México, por la manipulación en condiciones de seguridad y la utilización de tales materiales.

ARTICULO VII

Terminación, suspensión y enmienda

1. En caso de terminación o suspensión del Contrato a largo plazo, de conformidad con lo estipulado en el mismo, la Comisión y México notificarán conjuntamente al Organismo la fecha de efectividad de tal terminación o suspensión. El presente Acuerdo se dará por terminado o quedará en suspenso conforme se determine en dicha notificación. México y el Organismo convienen en que la terminación o suspensión no perjudicará el ejercicio de los derechos y facultades que al Organismo corresponden en virtud del Acuerdo sobre el Proyecto, enmendado conforme se estipula en el Artículo I del presente Acuerdo.

2. En caso de que el Contrato a largo plazo sea enmendado de conformidad con lo estipulado en el mismo, la Comisión y México notificarán por escrito al Organismo la enmienda o enmiendas. A petición de cualquiera de las Partes en el presente Acuerdo, las Partes se consultarán acerca de las correspondientes enmiendas que proceda introducir en el presente Acuerdo.

ARTICULO VIII

Solución de controversias

Toda controversia que afecte al Organismo y a una o a las otras dos Partes en el presente Acuerdo y que derive de la interpretación o aplicación del presente Acuerdo, que no quede resuelta mediante negociación o por cualquier otro procedimiento convenido entre las Partes interesadas, 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 han convenido 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 (30) 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 (30) días siguientes a la designación o nombramiento del segundo árbitro 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 (30) 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 (30) días siguientes a la designación o nombramiento del tercero de los tres primeros 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 simple. El procedimiento de arbitraje será establecido por el tribunal, cuyas decisiones, inclusive todos los fallos relativos a su constitución, procedimiento, jurisdicción y repartición de gastos de arbitraje entre las Partes, serán definitivas y obligatorias para todas éstas. Los árbitros serán remunerados en las mismas condiciones que los magistrados de la Corte Internacional de Justicia designados especialmente.

ARTICULO IX

Entrada en vigor y duración

El presente Acuerdo entrará en vigor en el momento en que lo firmen el Director General del Organismo, o un representante suyo, y los representantes autorizados de la Comisión y de México, y permanecerá en vigor durante todo el período de validez del Contrato a largo plazo, o durante el período de treinta y tres (33) años, si éste fuera mayor, quedando entendido que el período de vigencia del presente Acuerdo no excederá en ningún caso del período durante el cual esté vigente el Acuerdo de Cooperación.

ARTICULO X

Acuerdo de Cooperación

El presente Acuerdo, así como el Contrato a largo plazo, se ejecutarán con sujeción a las disposiciones del Acuerdo de Cooperación y sus posibles enmiendas y de conformidad con unas y otras.

HECHO en Viena, a los catorce días del mes de junio de 1974, por triplicado en los idiomas español e inglés, siendo igualmente auténtico el texto en estos dos idiomas.

Por el ORGANISMO INTERNACIONAL DE ENERGIA ATOMICA:

(firmado) Sigvard Eklund

Por el GOBIERNO DE LOS ESTADOS UNIDOS MEXICANOS:

(firmado) Ulises Schmill

Por la COMISION DE ENERGIA ATOMICA DE LOS ESTADOS UNIDOS en nombre y representación del GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

(firmado) William O. Doub

CANADA

Trade: Meat Imports

Agreement effected by exchange of letters
Signed at Washington September 23 and 28, 1982;
Entered into force September 28, 1982.
And exchange of letters
Signed at Washington August 17, 1983;
Entered into force August 17, 1983.
With related letters.

The Assistant United States Trade Representative for Agricultural Affairs and Commodity Policy to the Canadian Ambassador

OFFICE OF THE UNITED STATES
TRADE REPRESENTATIVE
EXECUTIVE OFFICE OF THE PRESIDENT
WASHINGTON
20506

September 23, 1982

His Excellency
Allan E. Gotlieb
Ambassador of Canada
Embassy of Canada
1746 Massachusetts Avenue, N.W.
Washington, D.C. 20036

Dear Ambassador Gotlieb:

This is to confirm the understanding regarding trade in beef and veal between Canada and the United States in 1982 in light of the decision of the United States Government to contain meat1/imports in 1982 and to enter into arrangements with certain exporting countries (Canada, Australia, New Zealand) regarding the individual level of imports from them into the United States in 1982.

It is recognized that in the absence of this understanding, imports of beef and veal from Canada were expected to be in the order of 140.0 million pounds in 1982. However, because of special factors existing, it is understood that our two governments anticipate that Canadian exports to the United States of beef and veal will not exceed 121.1 million pounds in 1982.

1/ For the purpose of the United States Meat Import Program, these meat imports are:

(a) fresh, chilled or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States (TSUS);
(b) fresh, chilled, or frozen meat of goats and sheep, except lambs (Items 106.22 and 106.25 of the TSUS);
(c) prepared beef and veal items (except sausage), whether fresh, chilled, or frozen, but not otherwise preserved (Items 107.55 and 107.62 of the TSUS); and
(d) meats which, but for processing in foreign-trade zones, territories or possessions of the United States prior to entry, or withdrawal from warehouse, for consumption in United States Customs territory, would fall within the above descriptions (and Items of the TSUS) upon such entry, or withdrawal from warehouse for consumption.

It is further understood that our two governments anticipate U.S.A. exports of fresh, chilled, or frozen beef and veal, except offal, to Canada will not exceed 21.4 million pounds in 1982.

In pursuit of these anticipated trade levels, it is understood that in order to avoid possible disruptions in the trade, and to ensure that shipments do not exceed the levels specified above, exports of beef and veal from Canada are being placed on the Export Control List of the Export and Import Permits Act (and subject to individual permits). Imports are similarly being placed on the Import Control List.

If it appears during the year that either government can anticipate greater levels of trade, the two governments will enter into consultations with regard to appropriate action to be taken.

Sincerely,

Donald M. Nelson
Assistant U.S. Trade Representative
for Agricultural Affairs
and Commodity Policy

The Canadian Ambassador to Assistant United States Trade Representative for Agricultural Affairs and Commodity Policy

Canadian Embassy Ambassade du Canada

1746 Massachusetts Ave., N.W.
Washington, D.C. 20036

September 28, 1982

Dear Mr. Nelson,

This is to confirm the understanding regarding trade in beef and veal between Canada and the United States in 1982 in light of the decision of the United States Government to contain meat[1/] imports in 1982 and to enter into arrangements with certain exporting countries (Canada, Australia, New Zealand) regarding the individual level of imports from them into the United States in 1982.

Mr. Don Nelson
Assistant U.S. Trade Representative
Room 423, Winder Building
600 - 17th Street, N.W.
Washington, D.C. 20506

1/ For the purpose of the United States meat import program, these meat imports are:
(a) fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States); (b) fresh, chilled, or frozen meat of goats and sheep, except lambs (Items 106.22 and 106.25 of the Tariff Schedules of the United States); (c) prepared beef and veal items (except sausage), whether fresh, chilled, or frozen, but not otherwise preserved (Items 107.55 and 107.62 of the Tariff Schedules of the United States); and (d) meats which, but for processing in foreign-trade zones, territories or possessions of the United States prior to entry, or withdrawal from warehouse, for consumption in United States Customs Territory, would fall within the above descriptions (and Items of the Tariff Schedules of the United States) upon such entry, or withdrawal from warehouse for consumption.

It is recognized that in the absence of this understanding, imports of beef and veal from Canada were expected to be in the order of 140.0 million pounds in 1982. However, because of special factors existing, it is understood that our two governments anticipate that Canadian exports to the United States of beef and veal will not exceed 121.1 million pounds in 1982.

It is further understood that our two governments anticipate U.S.A. exports of fresh, chilled, or frozen beef and veal, except offal, to Canada will not exceed 21.4 million pounds in 1982.

In pursuit of these anticipated trade levels, it is understood that in order to avoid possible disruptions in the trade, and to ensure that shipments do not exceed the levels specified above, exports of beef and veal from Canada are being placed on the Export Control List of the Export and Import Permits Act (and subject to individual permits). Imports are similarly being placed on the Import Control List.

If it appears during the year that either government can anticipate greater levels of trade, the two governments will enter into consultations with regard to appropriate action to be taken.

Sincerely,

Allan Gotlieb

Allan Gotlieb
Ambassador

The Deputy United States Trade Representative to the Canadian Ambassador

DEPUTY UNITED STATES TRADE REPRESENTATIVE
EXECUTIVE OFFICE OF THE PRESIDENT
WASHINGTON, D.C. 20506
202-395-5114

AUG 17 1983

His Excellency
Allan E. Gotlieb
Ambassador of Canada
Embassy of Canada
1746 Massachusetts Avenue, N.W.
Washington, D.C. 20036

Dear Ambassador Gotlieb:

This is to confirm the understanding regarding trade in beef and veal between Canada and the United States in 1983 in light of the decision of the United States Government to contain meat imports 1/in 1983 and to enter into arrangements with certain exporting countries (Canada, Australia, New Zealand) regarding the individual level of imports from them into the United States in 1983.

It is recognized that in the absence of this understanding, imports of beef and veal from Canada were expected to be in the order of 150 to 170 million pounds in 1983. However, because of special factors existing, it is understood that our two governments anticipate that Canadian exports to the United States of beef and veal will not exceed 130 million pounds in 1983.

1/ For the purpose of the United States Meat Import Program, these meat imports are:

(a) fresh, chilled or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States (TSUS);
(b) fresh, chilled, or frozen meat of goats and sheep, except lambs (Items 106.22 and 106.25 of the TSUS);
(c) prepared beef and veal items (except sausage), whether fresh, chilled, or frozen, but not otherwise preserved (Items 107.55 and 107.62 of the TSUS); and
(d) meats which, but for processing in foreign-trade zones, territories or possessions of the United States prior to entry, or withdrawal from warehouse, for consumption in United States Customs territory, would fall within the above descriptions (and Items of the TSUS) upon such entry, or withdrawal from warehouse for consumption.

It is further understood that our two governments anticipate U.S.A. exports of fresh, chilled, or frozen beef and veal, except offal, to Canada will not exceed 23 million pounds in 1983.

In pursuit of these anticipated trade levels, it is understood that in order to avoid possible disruptions in the trade, and to ensure that shipments do not exceed the levels specified above, exports of beef and veal from Canada are being placed on the Export Control List of the Export and Import Permits Act (and subject to individual permits). Imports are similarly being placed on the Import Control List.

If it appears during the year that either government can anticipate greater levels of trade, the two governments will enter into consultations with regard to appropriate action to be taken.

Sincerely yours,

Robert E. Lighthizer

Robert E. Lighthizer

The Canadian Ambassador to the Deputy United States Trade Representative

Canadian Embassy Ambassade du Canada

1746 Massachusetts Ave., N.W.
Washington, D.C. 20036

August 17, 1983

Ambassador Robert E. Lighthizer
Deputy United States Trade Representative
Room 200, Winder Building
600 17th Street, N.W.
Washington, D.C. 20506

Dear Mr. Lighthizer,

This is to confirm the understanding regarding trade in beef and veal between Canada and the United States in 1983 in light of the decision of the United States Government to contain meat[1/] imports in 1983 and to enter into arrangements with certain exporting countries (Canada, Australia, New Zealand) regarding the individual level of imports from them into the United States in 1983.

It is recognized that in the absence of this understanding, imports of beef and veal from Canada were expected to be in the range of 150-170 million pounds in 1983. However, because of special factors existing, it is understood that our two governments anticipate that Canadian exports to the United States of beef and veal will not exceed 130 million pounds in 1983.

1/ For the purpose of the United States Meat Import Program, these meat imports are:
(a) fresh, chilled or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States (TSUS));
(b) fresh, chilled or frozen meat of goats and sheep, except lambs (Items 106.22 and 106.25 of the TSUS);
(c) prepared beef and veal items (except sausage), whether fresh, chilled or frozen, but not otherwise preserved (Items 107.55 and 107.63 of the TSUS);
(d) meats which, but for processing in foreign-trade zones, territories or possessions of the United States prior to entry, or withdrawal from warehouse, for consumption in the United States Customs Territory, would fall within the above descriptions (and Items of the TSUS) upon such entry, or withdrawal from warehouse for consumption.

It is further understood that our two governments anticipate U.S.A. exports of fresh, chilled or frozen beef and veal, except offal, to Canada will not exceed 23 million pounds in 1983.

In pursuit of these anticipated trade levels, it is understood that in order to avoid possible disruptions in the trade, and to ensure that shipments do not exceed the levels specified above, exports of beef and veal from Canada are being placed on the Export Control List of the Export and Import Permits Act (and subject to individual permits). Imports are similarly being placed on the Import Control List.

If it appears during the year that either government can anticipate greater levels of trade, the two governments will enter into consultations with regard to appropriate action to be taken.

Sincerely,

Allan Gotlieb

Allan E. Gotlieb
Ambassador

[RELATED LETTERS]

Canadian Embassy Ambassade du Canada

1746 Massachusetts Ave., N.W.
Washington, D.C. 20036

August 17, 1983

Ambassador Robert E. Lighthizer
Deputy United States Trade Representative
Room 200, Winder Building
600 17th Street, N.W.
Washington, D.C. 20506

Dear Mr. Lighthizer,

I wish to refer to the exchange of letters of today's date regarding trade in beef and veal between our two countries and to confirm the understanding, reached on August 11, that on October 10 and every two weeks thereafter until December 19, the United States will review the export performance of all suppliers of beef and veal to the United States market with a view to reallocating export entitlements among other suppliers of any identified shortfalls from particular suppliers.

I would be grateful for your formal confirmation of this understanding.

Sincerely,

Allan Gotlieb

Allan E. Gotlieb
Ambassador

DEPUTY UNITED STATES TRADE REPRESENTATIVE
EXECUTIVE OFFICE OF THE PRESIDENT
WASHINGTON, D.C. 20506
202-395-5114

August 17, 1983

His Excellency
Allan E. Gotlieb
Ambassador of Canada
Embassy of Canada
1746 Massachusetts Avenue, N.W.
Washington, D.C. 20036

Dear Ambassador Gotlieb:

I wish to refer to the exchange of letters of today's date regarding trade in beef and veal between our two countries. This will confirm the understanding reached on August 11, that on October 10 and every 2 weeks thereafter until December 19, the United States will review the export performance of all suppliers of beef and veal to the United States market with a view to reallocating export entitlements among other suppliers of any identified shortfalls from particular suppliers.

Sincerely yours,

Robert E. Lighthizer

NEW ZEALAND

Trade: Meat Imports

Agreements effected by exchange of letters
Signed at Washington September 28 and 29, 1982;
Entered into force September 29, 1982.
And exchange of letters
Signed at Washington September 8 and 9, 1983;
Entered into force September 9, 1983.
With related letters.

The Acting United States Trade Representative to the New Zealand Ambassador

DEPUTY UNITED STATES TRADE REPRESENTATIVE
EXECUTIVE OFFICE OF THE PRESIDENT
WASHINGTON D.C. 20506
202-395-5114

September 28, 1982

His Excellency
The Right Honorable
L.R. Adams-Schneider
Ambassador of New Zealand
37 Observatory Circle, N.W.
Washington, D.C. 20008

Excellency:

I have the honor to refer to discussions among representatives of our two governments relating to the importation into the United States for consumption of meats described below in paragraph 1 during calendar year 1982. In the context of those discussions, I have the honor to propose the following agreement between our two governments:

1. For purposes of this agreement, the term "such meats" shall mean: (a) fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States); (b) fresh, chilled, or frozen meats of goats and sheep, except lambs (Items 106.22 and 106.25 of the Tariff Schedules of the United States); (c) prepared beef and veal items (except sausage), whether fresh, chilled, or frozen, but not otherwise preserved (Items 107.55 and 107.62 of the Tariff Schedules of the United States); and (d) meats which, but for processing in foreign-trade zones, territories or possessions of the United States prior to entry, or withdrawal from warehouse, for consumption in United States Customs Territory, would fall within the above descriptions (and Items of the Tariff Schedules of the United States) upon such entry, or withdrawal from warehouse, for consumption.

2. The Government of New Zealand shall limit the quantity of such meats exported from New Zealand to the United States of America as direct shipments or shipments on a through bill of lading in such a manner that the quantity of such meats entered, or withdrawn from warehouse for consumption, into the United States Customs Territory during the calendar year 1982 does not exceed 340 million pounds, or such greater quantity as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may issue regulations limiting to 340 million pounds, or such greater quantity as may result from adjustments pursuant to paragraph 4, the quantity of such meats from New Zealand which, during calendar year 1982, may be entered, or withdrawn from warehouse for consumption, whether such meats were shipped directly or indirectly. It is understood that United States Customs statistics of entries, or withdrawals from warehouse for consumption, will be used for purposes of this agreement. Such statistics shall not include meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended,[1] and those meats shall not be regarded as part of the quantity described in paragraph 2, as it may be increased pursuant to paragraph 4. It is also understood that the Government of the United States of America will consult with the Government of New Zealand should regulations other than those directing the United States Customs Service to alter its entry procedures and to prohibit entry to transshipped meat be required.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1982 from New Zealand or may reallocate any shortfalls in imports from other supplying countries. Imports of such meats during the calendar year 1982 from countries which have not entered into, and are not expected to enter into agreements with the Government of the United States of America, are projected to total 155.8 million pounds. If it is subsequently estimated by the Government of the United States of America that there will be a shortfall in collective imports from these supplying countries, the Government of the United States of America shall promptly reallocate such shortfall to countries which have entered into agreements with the Government of the United States of America. After consultations with the government of the country involved, the Government of the United States of America may declare a shortfall for any of the countries which have entered into agreements. In the event a shortfall is declared, the Government of the United States of America shall promptly consult with governments of countries party to an agreement to determine an appropriate reallocation among those countries party to an agreement but not expected to have a shortfall. Any available shortfall shall be promptly reallocated.

[1] 81 Stat. 584; 21 U.S.C. § 601 note.

5. The Government of New Zealand and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation, or implementation of this agreement, and regarding any increase in the total quantity of imports from New Zealand permissible under this Agreement including reallocation of any shortfall.

6. (a) To enable both Governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of New Zealand as soon as possible after the end of each week Customs statistical information concerning imports of such meats from all supplying countries.

(b) As soon as possible after the end of each month, the Government of New Zealand shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1982, ship-by-ship and port-by-port, based on actual loadings in New Zealand.

I have the honor to propose that, if the foregoing is acceptable to the Government of New Zealand, this note and Your Excellency's confirmatory reply constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

David R. Macdonald

David R. Macdonald
Acting United States Trade Representative

The New Zealand Ambassador to the United States Trade Representative

29 September 1982

Sir,

I have the honour to refer to your note of 28 September 1982 which reads as follows:-

[For the text of the U.S. note, see pp. 984-986.]

I have the honour to confirm that the foregoing is acceptable to the Government of New Zealand and that your note and this confirmatory reply shall constitute an agreement between our two Governments which shall enter into force on the date of this reply.

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

Rt. Hon. L.R. Adams-Schneider
Ambassador

The Honourable
William E. Brock,
United States Trade Representative

TIAS 10707

78-500 O—92——32

The Deputy United States Trade Representative to the New Zealand Ambassador

DEPUTY UNITED STATES TRADE REPRESENTATIVE
EXECUTIVE OFFICE OF THE PRESIDENT
WASHINGTON, D.C. 20506
202-395-5114

SEP 8 1983

His Excellency
The Right Honorable
L.R. Adams-Schneider
Ambassador of New Zealand
37 Observatory Circle, N.W.
Washington, D.C. 20008

Excellency:

I have the honor to refer to discussions among representatives of our two governments relating to the importation into the United States for consumption of meats described below in paragraph 1 during calendar year 1983. In the context of those discussions, I have the honor to propose the following agreement between our two governments:

1. For purposes of this agreement, the term "such meats" shall mean: (a) fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States); (b) fresh, chilled, or frozen meats of goats and sheep, except lambs (Items 106.22 and 106.25 of the Tariff Schedules of the United States); (c) prepared beef and veal items (except sausage), whether fresh, chilled, or frozen, but not otherwise preserved (Items 107.55 and 107.62 of the Tariff Schedules of the United States); and (d) meats which, but for processing in foreign-trade zones, territories or possessions of the United States prior to entry, or withdrawal from warehouse, for consumption in United States Customs Territory, would fall within the above descriptions (and Items of the Tariff Schedules of the United States) upon such entry, or withdrawal from warehouse, for consumption.

2. The Government of New Zealand shall limit the quantity of such meats exported from New Zealand to the United States of America as direct shipments or shipments on a through bill of lading in such a manner that the quantity of such meats entered, or withdrawn from warehouse for consumption, into the United States Customs Territory during the calendar year 1983 does not exceed 364.5 million pounds, or such greater quantity as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may issue regulations limiting to 364.5 million pounds, or such greater quantity as may result from adjustments pursuant to paragraph 4, the quantity of such meats from New Zealand which, during calendar year 1983, may be entered, or withdrawn from warehouse for consumption, whether such meats were shipped directly or indirectly. It is understood that United States Customs statistics of entries, or withdrawals from warehouse for consumption, will be used for purposes of this agreement. Such statistics shall not include meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended, and those meats shall not be regarded as part of the quantity described in paragraph 2, as it may be increased pursuant to paragraph 4. It is also understood that the Government of the United States of America will consult with the Government of New Zealand should regulations other than those directing the United States Customs Service to alter its entry procedures and to prohibit entry to transshipped meat be required.

4. The Government of the United States of America may inorease the permissible total quantity of imports of such meats into the United States during the calendar year 1983 from New Zealand or may reallocate any shortfalls in imports from other supplying countries. Imports of such meats during the calendar year 1983 from countries which have not entered into, and are not expected to enter into agreements with the Government of the United States of America, are projected to total 135.5 million pounds. If it is subsequently estimated by the Government of the United States of America that there will be a shortfall in collective imports from these supplying countries, the Government of the United States of America shall promptly reallocate such shortfall to countries which have entered into agreements with the Government of the United States of America. After consultations with the government of the country involved, the Government of the United States of America may declare a shortfall for any of the countries which have entered into agreements. In the event a shortfall is declared, the Government of the United States of America shall promptly consult with the governments of countries party to an agreement to determine an appropriate reallocation among those countries party to an agreement but not expected to have a shortfall. Any available shortfall shall be promptly reallocated.

5. The Government of New Zealand and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation, or implementation of this agreement, and regarding any increase in the total quantity of imports from New Zealand permissible under this Agreement, including reallocation of any shortfall.

6. (a) To enable both Governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of New Zealand as soon as possible after the end of each week Customs statistical information concerning imports of such meats from all supplying countries.

(b) As soon as possible after the end of each month, the Government of New Zealand shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1983, ship-by-ship and port-by-port, based on actual loadings in New Zealand.

I have the honor to propose that, if the foregoing is acceptable to the Government of New Zealand, this note and Your Excellency's confirmatory reply constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

Robert E. Lighthizer
Deputy United States Trade Representative

The New Zealand Ambassador to the Deputy United States Trade Representative

9 September 1983

Sir,

I have the honour to refer to your note of 8 September 1983 which reads as follows:-

[For the text of the U.S. letter, see pp. 988-990.]

I have the honour to confirm that the foregoing is acceptable to the Government of New Zealand and that your note and this confirmatory reply shall constitute an agreement between our two Governments which shall enter into force on the date of this reply.

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

Rt. Hon. L.R. Adams-Schneider
Ambassador

Ambassador Robert E. Lighthizer,
Deputy United States Trade Representative,
Room 200, Winder Building,
600 17th Street, N.W.,
Washington, D.C. 20506.

[RELATED LETTERS]

NEW ZEALAND EMBASSY
37 OBSERVATORY CIRCLE, NW,
WASHINGTON, D.C. 20008

Phone: (202) 328-4800
Telex 89526

9 September 1983

My dear Ambassador,

The agreement reached today between our two Governments concerning a limitation on imports of New Zealand meat into the United States is, as you know, concluded on the understanding that the United States Government also has separate agreements with the Governments of Australia[1] and Canada[2] respectively, covering United States imports for consumption of meat items as described in the United States Meat Import Act of 1979 (PL96-177),[3] and that the Government of the United States considers that these agreements will guarantee the containment of these imports from Australia to the United States within 600 million pounds in 1983, and from Canada to the United States within 130 million pounds in 1983 (or such greater quantities as may result from the equitable allocation of any shortfalls).

I should like to take this opportunity to draw to the attention of the Government of the United States the importance to New Zealand of the United States market for, in particular, beef and veal. The United States constitutes the market for some 67 percent of New Zealand's overall beef and veal exports and some 88 percent of New Zealand's total production of bobby veal (veal from calves slaughtered within the few days of birth). This trade accounts for over half of New Zealand's total export trade with the United States. United States' import restraints on these meats therefore impose a severe economic burden on New Zealand, and it is extremely disappointing that import restrictions are being introduced for the second consecutive year.

In consideration of these factors the Government of New Zealand understands that the Government of the United States will ensure the earliest possible reallocation of shortfalls.

Ambassador Robert E. Lighthizer,
Deputy United States Trade Representative,
600 17th Street, N.W.
WASHINGTON, D.C. 20506.

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[1] Exchange of letters Sept. 8 and 19, 1983. TIAS 10708.
[2] Exchange of letters Aug. 17, 1983. TIAS 10706.
[3] 93 Stat. 1291; 19 U.S.C. § 1202 note.

In this regard the Government of New Zealand understands that the Government of the United States will consult bi-weekly with New Zealand on imports of meats subject to the Meat Import Act 1979 (as has already been agreed with Canada) and that it will determine and reallocate shortfalls promptly in accordance with its commitment to the Government of New Zealand (made during the 1979 GATT multilateral trade negotiations) that when restraint agreements are in effect inter alia, "any shortfalls ... will be reapportioned promptly among those suppliers able to furnish additional quantities to maintain importations at the minimum levels set forth".[1]

The Government of New Zealand understands that an initial assessment of, and unilateral declaration on shortfalls, and reallocation of such shortfall will be made on or before 14 November 1983 and that following this date, close import monitoring will continue so that if import levels and other information available to the USDA suggests that further shortfalls are likely to occur, a further shortfall declaration and reallocation will be made on or before 12 December 1983.

The Government of New Zealand draws to the attention of the Government of the United States the system of controls instituted by the New Zealand Meat Producers' Board, and the New Zealand Meat Exporters' Council on 1 August 1983 to control the flow of New Zealand sendings of beef and veal to the United States. This is evidence of New Zealand's good faith and firm intention to honour the informal indication already given that New Zealand shall restrain sendings to within the 364.5 million pound allocation. Should companies wish to send more product (after the 364.5 million pounds has been entered) they may do so, but the product will be shipped into bonded storage and documents required for entry of meat into United States commerce will be held by the New Zealand Meat Producers' Board. In the event of a shortfall reallocation, these documents will be sent by courier to the United States importers, to enable them to enter the meat into United States commerce. The timing of the shortfall allocation is therefore of crucial importance to New Zealand, because of the practical problems implicit in organising the rapid entry of shortfall quantities.

The Government of New Zealand understands that when the United States determines an appropriate reallocation of shortfalls among the countries party to the 1983 VRA and not expected to have a shortfall, such allocations would be made on a fair basis. It is New Zealand's view that a fair allocation to New Zealand would be:

(I) 74 percent of the total reallocation (in the event that the only other eligible country were to be Canada);

(II) at least 38 percent (in the event that the only other eligible country were to be Australia);

(III) at least 29.9 percent (in the event that all three VRA suppliers were to be eligible for reallocations).

[1] Signed May 21, 1979. TIAS 10019; 32 UST 5868.

The Government of New Zealand requests that the Government of the United States notes New Zealand's view on this matter.

The Government of New Zealand also understands that all countries entering into the 1983 VRA shall be subject to the imposition of Section 204 controls.

In agreeing to this arrangement, New Zealand nevertheless reserves its GATT rights in respect of USTS items 106.10, 106.22, 106.25, 107.55, 107.62, and meats which, but for processing in foreign trade zones, territories, or possessions of the United States prior to entry, or withdrawal from warehouse, for consumption in United States customs territory, would fall within the above USTS items.

The Government of New Zealand emphasises that these points are made following its experience of the operation of restraints in 1982 and they reflect its desire to ensure that in 1983 all parties to VRA agreements are fairly treated, that there is clear understanding on the procedures and timing of any shortfall decisions and reallocation, and that New Zealand's expectations in respect of the agreement are both understood and acknowledged.

Accordingly, I should be grateful for your confirmation that the United States shares the understandings set out in paragraphs 3 and 4 of this letter.

Yours sincerely,

Lance L. Adams-Schneider

(Rt. Hon. L.R. Adams-Schneider)
Ambassador

DEPUTY UNITED STATES TRADE REPRESENTATIVE
EXECUTIVE OFFICE OF THE PRESIDENT
WASHINGTON, D.C. 20506
202-395-5114

SEP 21 1983

His Excellency
The Right Honorable
L.R. Adams-Schneider
Ambassador of New Zealand
37 Observatory of New Zealand
Washington, D.C. 20008

Excellency:

I refer to your letter of September 9 setting out the understanding of the Government of New Zealand regarding the exchange of notes constituting an agreement between our two governments to limit U.S. imports of New Zealand meat. I am pleased to confirm that my government shares the understandings of the Government of New Zealand as explained in paragraphs 3 and 4 of your letter.

With regard to specific percentages which may be used as the basis for allocating any shortfalls that may be declared, my government reserves this determination as a matter of principle. However, we have noted your comments regarding your government's views on an equitable distribution.

Your Excellency, we appreciate New Zealand's cooperation in this matter. We are particularly grateful for your efforts and those of your staff in resolving this difficult issue in a timely and mutually acceptable manner.

Sincerely yours,

Robert E. Lighthizer

AUSTRALIA

Trade: Meat Imports

Agreements effected by exchange of letters
Signed at Washington October 18 and 21, 1982;
Entered into force October 21, 1982.
And exchange of letters
Signed at Washington September 8 and 19, 1983;
Entered into force September 19, 1983.
With related letters.

The Acting United States Trade Representative to the Australian Ambassador

DEPUTY UNITED STATES TRADE REPRESENTATIVE
EXECUTIVE OFFICE OF THE PRESIDENT
WASHINGTON, D.C. 20506
202 395-5114

October 18, 1982

His Excellency
Sir Robert Cotton
Ambassador of Australia
1601 Massachusetts Avenue, N.W.
Washington, D.C. 20036

Excellency:

I have the honor to refer to discussions among representatives of our two governments relating to the importation into the United States for consumption of meats described below in paragraph 1 during calendar year 1982. In the context of those discussions, I have the honor to propose the following agreement between our two governments:

1. For purposes of this agreement, the term "such meats" shall mean: (a) fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States); (b) fresh, chilled, or frozen meats of goats and sheep, except lambs (Items 106.22 and 106.25 of the Tariff Schedules of the United States); (c) prepared beef and veal items (except sausage), whether fresh, chilled, or frozen, but not otherwise preserved (Items 107.55 and 107.62 of the Tariff Schedules of the United States); and (d) meats which, but for processing in foreign-trade zones, territories or possessions of the United States prior to entry, or withdrawal from warehouse, for consumption in United States Customs Territory, would fall within the above descriptions (and Items of the Tariff Schedules of the United States) upon such entry, or withdrawal from warehouse, for consumption.

2. The Government of Australia shall limit the quantity of such meats exported from Australia to the United States of America as direct shipments or shipments on a through bill of lading in such a manner that the quantity of such meats entered, or withdrawn from warehouse for consumption, into the United States Customs Territory during the calendar year 1982 does not exceed 676.9 million pounds, or such greater quantity as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may issue regulations limiting to 676.9 million pounds, or such greater quantity as may result from adjustments pursuant to paragraph 4, the quantity of such meats from Australia which, during calendar year 1982, may be entered, or withdrawn from warehouse for consumption, whether such meats were shipped directly or indirectly. It is understood that United States Customs statistics of entries, or withdrawals from warehouse for consumption, will be used for purposes of this agreement. Such statistics shall not include meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended,[1] and those meats shall not be regarded as part of the quantity described in paragraph 2, as it may be increased pursuant to paragraph 4. It is also understood that the Government of the United States of America will consult with the Government of Australia should regulations other than those directing the United States Customs Service to alter its entry procedures and to prohibit entry to transshipped meat be required.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1982 from Australia or may reallocate any shortfalls in imports from other supplying countries. Imports of such meats during the calendar year 1982 from countries which have not entered into, and are not expected to enter into agreements with the Government of the United States of America, are projected to total 155.8 million pounds. If it is subsequently estimated by the Government of the United States of America that there will be a shortfall in collective imports from these supplying countries, the Government of the United States of America shall promptly reallocate such shortfall to countries which have entered into agreements with the Government of the United States of America. After consultations with the government of the country involved, the Government of the United States of America may declare a shortfall for any of the countries which have entered into agreements. In the event a shortfall is declared, the Government of the United States of America shall promptly consult with governments of countries party to an agreement to determine an appropriate reallocation among those countries party to an agreement but not expected to have a shortfall. Any available shortfall shall be promptly reallocated.

[1] 81 Stat. 584; 21 U.S.C. § 601 note.

5. The Government of Australia and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation, or implementation of this agreement, and regarding any increase in the total quantity of imports from Australia permissible under this Agreement including reallocation of any shortfall.

6. (a) To enable both Governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of Australia as soon as possible after the end of each week Customs statistical information concerning imports of such meats from all supplying countries.

(b) As soon as possible after the end of each month, the Government of Australia shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1982, ship-by-ship and port-by-port, based on actual loadings in Australia.

I have the honor to propose that, if the foregoing is acceptable to the Government of Australia, this note and Your Excellency's confirmatory reply constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

David R. Macdonald

David R. Macdonald
Acting United States Trade Representative

The Australian Ambassador to the United States Trade Representative

AMBASSADOR
SIR ROBERT COTTON, KCMG

EMBASSY OF AUSTRALIA
WASHINGTON, D. C.

Dear Mr. Ambassador,

I have the honour to refer to Ambassador Macdonald's note of 18 October, which reads as follows:

[For the text of the U.S. note, see pp. 997-999.]

I have the honour to confirm that the foregoing is acceptable to the Government of Australia which agrees that your note together with this reply shall constitute an agreement between our two Governments on this matter.

Accept, Mr. Ambassador, the renewed assurances of my highest consideration.

[1]

Embassy of Australia
Washington, D.C.
21 October, 1982

The Hon. William E. Brock
United States Trade Representative
Washington, D.C.

[1] Robert Cotton.

DEPUTY UNITED STATES TRADE REPRESENTATIVE
EXECUTIVE OFFICE OF THE PRESIDENT
WASHINGTON, D C 20506
202-395-5114

SEP 8 1983

His Excellency
Sir Robert Cotton
Ambassador of Australia
1601 Massachusetts Avenue, N.W.
Washington, D.C. 20036

Excellency:

I have the honor to refer to discussions among representatives of our two governments relating to the importation into the United States for consumption of meats described below in paragraph 1 during calendar year 1983. In the context of those discussions, I have the honor to propose the following agreement between our two governments:

1. For purposes of this agreement, the term "such meats" shall mean: (a) fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States); (b) fresh, chilled, or frozen meats of goats and sheep, except lambs (Items 106.22 and 106.25 of the Tariff Schedules of the United States); (c) prepared beef and veal items (except sausage), whether fresh, chilled, or frozen, but not otherwise preserved (Items 107.55 and 107.62 of the Tariff Schedules of the United States); and (d) meats which, but for processing in foreign-trade zones, territories or possessions of the United States prior to entry, or withdrawal from warehouse, for consumption in United States Customs Territory, would fall within the above descriptions (and Items of the Tariff Schedules of the United States) upon such entry, or withdrawal from warehouse, for consumption.

2. The Government of Australia shall limit the quantity of such meats exported from Australia to the United States of America as direct shipments or shipments on a through bill of lading in such a manner that the quantity of such meats entered, or withdrawn from warehouse for consumption, into the United States Customs Territory during the calendar year 1983 does not exceed 600 million pounds, or such greater quantity as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may issue regulations limiting to 600 million pounds, or such greater quantity as may result from adjustments pursuant to paragraph 4, the quantity of such meats from Australia which, during calendar year 1983, may be entered, or withdrawn from warehouse for consumption, whether such meats were shipped directly or indirectly. It is understood that United States Customs statistics of entries, or withdrawals from warehouse for consumption, will be used for purposes of this agreement. Such statistics shall not include meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended, and those meats shall not be regarded as part of the quantity described in paragraph 2, as it may be increased pursuant to paragraph 4. It is also understood that the Government of the United States of America will consult with the Government of Australia should regulations other than those directing the United States Customs Service to alter its entry procedures and to prohibit entry to transshipped meat be required.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1983 from Australia or may reallocate any shortfalls in imports from other supplying countries. Imports of such meats during the calendar year 1983 from countries which have not entered into, and are not expected to enter into agreements with the Government of the United States of America, are projected to total 135.5 million pounds. If it is subsequently estimated by the Government of the United States of America that there will be a shortfall in collective imports from these supplying countries, the Government of the United States of America shall promptly reallocate such shortfall to countries which have entered into agreements with the Government of the United States of America. After consultations with the government of the country involved, the Government of the United States of America may declare a shortfall for any of the countries which have entered into agreements. In the event a shortfall is declared, the Government of the United States of America shall promptly consult with the governments of countries party to an agreement to determine an appropriate reallocation among those countries party to an agreement but not expected to have a shortfall. Any available shortfall shall be promptly reallocated.

5. The Government of Australia and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation, or implementation of this agreement, and regarding any increase in the total quantity of imports from Australia permissible under this Agreement, including reallocation of any shortfall.

6. (a) To enable both Governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of Australia as soon as possible after the end of each week Customs statistical information concerning imports of such meats from all supplying countries.

(b) As soon as possible after the end of each month, the Government of Australia shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1983, ship-by-ship and port-by-port, based on actual loadings in Australia.

I have the honor to propose that, if the foregoing is acceptable to the Government of Australia, this note and Your Excellency's confirmatory reply constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

Robert B. Lighthizer
Deputy United States Trade Representative

The Australian Ambassador to the Deputy United States Trade Representative

EMBASSY OF AUSTRALIA
WASHINGTON, D. C.

AMBASSADOR
SIR ROBERT COTTON, KCMG

Dear Mr. Ambassador,

I have the honour to refer to your note of 8 September which reads as follows:

[For the text of the U.S note, see pp. 1001-1003.]

I have the honour to confirm that the foregoing is acceptable to the Government of Australia which agrees that your note together with this reply shall constitute an agreement between our two Governments on this matter.

Accept, Mr. Ambassador, the renewed assurances of my highest consideration.

Robert Cotton

The Hon. Robert E. Lighthizer
Deputy United States Trade Representative
Executive Office of the President
Washington, D.C. 20506

Embassy of Australia
Washington, D.C.

19 September 1983

[RELATED LETTERS]

AMBASSADOR
SIR ROBERT COTTON, KCMG

EMBASSY OF AUSTRALIA
WASHINGTON, D. C.

19 September 1983

The Hon. Robert E. Lighthizer
Deputy United States Trade Representative
Executive Office of the President
Washington, D.C. 20506

Dear Mr. Ambassador,

I refer to the exchange of notes between us of today's date constituting agreement between our two Governments concerning the importation of Australian meat into the United States of America for the calendar year 1983.

Pursuant to the assurances given by the United States side when the above agreement was reached it is the understanding of my Government that the voluntary restraint level of 600 million pounds established for calendar year 1983 in no way prejudices the minimum access undertaking that the Government of the United States has given the Government of Australia in the bilateral understanding on meat negotiated between our two countries in the Multilateral Trade Negotiations.[1]

Furthermore, it is the understanding of my Government that:

(a) the United States authorities would seek to give the earliest possible indication of any shortfall by suppliers other than Australia and that, as provided for in paragraph 4 of the exchange of notes between us, Australia would benefit from reallocation of any such shortfall quantity;

(b) with regard to any future arrangements to limit the total quantity of meat articles specified in paragraph 1 of the exchange of notes which may be permitted entry into the United States, export performance during calendar year 1983 would be excluded from determining the quantities of such meat articles which have been supplied by Australia and other countries during a representative period.

I would appreciate your confirmation of the understandings in this letter.

Yours sincerely,

Robert Cotton

[1] Done Mar. 29 and Oct. 22 and 26, 1979. TIAS 9975; 32 UST 5233.

DEPUTY UNITED STATES TRADE REPRESENTATIVE
EXECUTIVE OFFICE OF THE PRESIDENT
WASHINGTON, D.C. 20506
202-395-5114

September 19, 1983

His Excellency
Sir Robert Cotton
Ambassador of Australia
1601 Massachusetts Avenue, N.W.
Washington, D.C. 20036

Excellency:

I refer to your letter of today's date setting out the understanding of the Government of Australia concerning the exchange of notes between us constituting an agreement between our two Governments concerning the importation of Australian meat into the United States of America. I am pleased to confirm that my Government also shares that understanding.

Sincerely yours,

Robert E. Lighthizer

CENTRAL AFRICAN REPUBLIC

Defense: International Military Education and Training (IMET)

Agreement effected by exchange of notes
Dated at Bangui August 31 and September 7, 1982;
Entered into force September 7, 1982.

The American Embassy to the Central African Ministry of Foreign Affairs

N° 163

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Central African Republic and has the honor to refer to certain requirements of United States Law concerning the provision of training related to defense articles under the United States International Military Education and Training (IMET) Program.

The provisions of United States Law in question prohibit the furnishing of IMET training related to defense articles unless the recipient country shall have first agreed to observe certain conditions with respect to such training. These conditions are:

1. That the recipient government will not, without the consent of the United States Government:
   - A. Permit any use of such training (including training materials) by anyone not an officer, employee, or agent of the recipient government;
   - B. Transfer or permit any officer, employee, or agent of the recipient government to transfer such training (including training materials) by gift, sale, or otherwise to anyone not an officer, employee, or agent of the recipient government; or
   - C. Use or permit the use of such training (including training materials) for purposes other than those for which furnished by the United States Government;
2. That the recipient country will maintain the security of such training (including training materials) and will provide substantially the same degree of security protection afforded to such training and materials by the United States Government.
3. That the recipient country will permit continuous observation and review by, and furnish necessary information to representatives of the United States Government with regard to the use of such training (including training materials); and that the recipient country will return to the United States Government such training (including training materials) as is no longer needed for the purposes for which furnished, unless the United States Government consents to some other disposition.

Inasmuch as the IMET Program with the Government of the Central African Republic may include training related to defense articles with respect to which the agreement of the Government of the Central African Republic to observe the foregoing conditions is required, the Embassy of the United States of America has the honor to propose that this note, together with the note in reply of

the Ministry of Foreign Affairs of the Central African Republic shall constitute an agreement between the two governments on this subject, to be effective from the date of the Ministry's note in reply.

The Embassy of the United States of America renews the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA

BANGUI, *August 31, 1982*

The Central African Ministry of Foreign Affairs to the American Embassy

/I/ MINISTERE DES AFFAIRES ETRANGERES
ET DE LA COOPERATION INTERNATIONALE
-=-=-=-=-=-=-
C A B I N E T
-=-=-=-

REPUBLIQUE CENTRAFRICAINE
Unité - Dignité - Travail
-=-=-=-=-

N° 310 /MAECI/CAB.-

Le Ministère des Affaires Etrangères et de la Coopération Internationale présente ses compliments à l'Ambassade des Etats-Unis d'Amérique à Bangui et a l'honneur d'accuser réception de sa note verbale n° 163 du 31 Août 1982 relative au programme IMET.

Le Ministère des Affaires Etrangères et de la Coopération Internationale est heureux de faire connaître à l'Ambassade des Etats-Unis que le Comité Militaire de Redressement National approuve toutes les conditions prévues dans le Programme d'Education et de Formation Militaires International des Etats-Unis et déclare s'engager à les respecter.

En conséquence le Ministère des Affaires Etrangères et de la Coopération Internationale prie l'Ambassade des Etats-Unis de bien vouloir considérer la date de signature de la présente note comme date d'entrée en vigueur de l'accord sur le Programme d'Etude et de Formation Militaires International des Etats Unis.

Le Ministère remercie l'Ambassade de sa bonne coopération et saisit cette occasion pour lui renouveler les assurences de sa haute considération.

AMBASSADE DES ETATS-UNIS
D'AMERIQUE

- B A N G U I -

BANGUI, LE 7 SEP. 1982

TRANSLATION

Central African Republic

Ministry of Foreign Affairs
and International Cooperation

No. 310/MAECI/CAB

The Ministry of Foreign Affairs and International Cooperation presents its compliments to the Embassy of the United States of America at Bangui and has the honor to acknowledge receipt of its note verbale No. 163 of August 31, 1982, concerning the IMET Program.

The Ministry of Foreign Affairs and International Cooperation is pleased to inform the United States Embassy that the Military Committee of National Recovery approves all the conditions of the United States International Military Education and Training Program and declares that it will undertake to respect them.

Consequently, the Ministry of Foreign Affairs and International Cooperation requests the United States Embassy to consider the date of signature of this note as the date on which the agreement concerning the United States International Military Education and Training Program enters into force.

The Ministry thanks the Embassy for its cooperation and avails itself of this opportunity to renew to it the assurances of its high consideration.

Bangui, September 7, 1982

[Initialed]

[SEAL]

Embassy of the United States of America,
Bangui.

ARGENTINA

Navigation: OMEGA Navigational Station

Agreement amending the agreement of December 4, 1970.
Signed at Washington May 11, 1983;
Entered into force May 11, 1983.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE REPUBLIC OF ARGENTINA
AMENDING THE AGREEMENT OF DECEMBER 4, 1970
ESTABLISHING THE OMEGA NAVIGATION STATION

Pursuant to discussions in Washington regarding the terms of the Agreement effected by the exchange of notes of December 4, 1970,[1] the Governments of the United States of America and the Republic of Argentina agree that paragraphs five, six, and twelve of the OMEGA Navigation Station Agreement be amended and that a new paragraph thirteen be added to the Agreement to read as follows:

[1] TIAS 7022; 21 UST 2966.

"5. At the request of the Argentine Government, the Government of the United States of America shall train in the United States of America the personnel employed at the OMEGA Station without cost to the Argentine Government, which shall be responsible only for the transportation costs and per diem expenses of such personnel. The Argentine Government will endeavor to send at least one person employed at the OMEGA Station to OMEGA technical training each time such training is offered in the United States of America, provided such training is offered no more frequently than once per year.

"6. At the request of the Argentine Government, the Government of the United States of America shall provide, at the former's expense, the equipment, parts, and materials required during operation and maintenance of the OMEGA Station on the same terms and conditions as those agreed on with the other governments participating in the worldwide complex of OMEGA Navigation Stations. The Government of the United States of America agrees to furnish, free of charge, any spare part that may be required to maintain the United States-furnished electronics equipment, tuning and antenna systems and emergency generator. Additionally, the Government of the United States of America agrees to provide to the Government of the Republic of Argentina for support of the OMEGA Station the amount of U.S. $200,000 each year for five (5) years starting on October 1, 1983, subject to the provisions of paragraph 10 of this Agreement. The amount will be paid annually in United States currency and no adjustments will be made for inflation or changes in exchange rates. The funds so provided are to be used for OMEGA Station operating expenses, such as electricity, gas, fuel, water, building maintenance, vehicle maintenance, technical training in the United States of America and related support costs.

"12. This Agreement, as amended, shall remain in force until October 1, 1988. Thereafter, it shall remain in force, with the exception of the obligation in paragraph six with respect to the payment of U.S. $200,000 per year, until its termination after either Government shall have given one year's written notice to the other Government of its intention to terminate the Agreement.

"13. The Parties shall meet no later than one year before October 1, 1988, to consider whether this Agreement should be terminated or amended."

This Agreement shall enter into force upon signature.

DONE at Washington, in the English and Spanish languages, both texts being equally authentic, this eleventh day of May, 1983.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[1]

FOR THE GOVERNMENT OF THE REPUBLIC OF ARGENTINA:

[2]

[1] Richard A. Bauman.
[2] Lucio E. Sanguinetti.

ACUERDO ENTRE

LOS ESTADOS UNIDOS DE AMERICA

Y LA REPUBLICA ARGENTINA

PARA ENMENDAR EL ACUERDO DEL 4 DE DICIEMBRE DE 1970

POR EL QUE SE ESTABLECE UNA ESTACION DE NAVEGACION OMEGA

De conformidad con las conversaciones celebradas en Washington, en torno a los términos del Acuerdo concertado mediante el canje de Notas del 4 de diciembre de 1970, los Gobiernos de los Estados Unidos de América y de la República Argentina convienen en enmendar los párrafos 5, 6, y 12 y en añadir un nuevo párrafo 13 al Acuerdo sobre la Estación de Navegación Omega para que recen de la forma siguiente:

"5. El Gobierno de los Estados Unidos de América, a pedido del Gobierno de la República Argentina, capacitará en los Estados Unidos de América al personal empleado en la Estación Omega, sin cargo para el Gobierno argentino, que sólo pagará los gastos de viaje y los viáticos de dicho personal. El Gobierno argentino tratará de enviar, al menos, a una persona empleada en la Estación Omega a participar en el programa de capacitación técnica Omega, cada vez que se ofrezca dicho programa en los Estados Unidos de América y siempre que esto no ocurra más de una vez al año".

"6. El Gobierno de los Estados Unidos de América, a solicitud del Gobierno argentino, proveerá con cargo a éste, los equipos, repuestos y materiales que sean necesarios durante la operación y mantenimiento de la Estación Omega, en los mismos términos y condiciones acordados con los otros gobiernos integrantes del complejo mundial de Estaciones de Navegación Omega. El Gobierno de los Estados Unidos de América se compromete a proveer, libre de costos, cualquier repuesto que se pudiera necesitar para mantener los equipos electrónicos, sistemas de antena y de sintonización y el generador de emergencia suministrados por el Gobierno de los Estados Unidos de América. Además, el Gobierno de los Estados Unidos de América se compromete a proporcionar al Gobierno de la República Argentina para apoyo de la Estación Omega, la cantidad de US$200.000 al año durante cinco (5) años, a partir del 1° de octubre de 1983, sujeto a lo dispuesto en el párrafo 10 de este Acuerdo. La cantidad se pagará anualmente en moneda de los Estados Unidos y no se efectuarán ajustes por inflación o cambios de la tasa de cambio. Dichos recursos se usarán para cubrir los gastos de operación de la Estación Omega, tales como gas, electricidad, combustible, agua, mantenimiento de edificios y de vehículos, capacitación técnica en los Estados Unidos de América y costos de apoyo conexos".

"12. El presente Acuerdo, enmendado, permanecerá en vigor hasta el 1° de octubre de 1988. Posteriormente, permanecerá en vigor, a excepción de la obligación estipulada en el párrafo 6 con respecto al pago de US$ 200.000 al año, hasta su rescisión después que uno de los Gobiernos comunique por escrito al otro con un año de antelación, su intención de dar por terminado el Acuerdo".

"13. Las partes se reunirán a más tardar un año antes del 1° de octubre de 1988 para considerar si este Acuerdo debe ser terminado o enmendado."

Este Acuerdo entrará en vigor en la fecha de su firma.

HECHO en Washington, en los idiomas inglés y español, siendo ambos textos igualmente auténticos, el 11 de mayo de 1983.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

POR EL GOBIERNO DE LA REPUBLICA ARGENTINA:

THAILAND

Trade in Textiles and Textile Products

Agreements amending the agreement of October 4, 1978, as amended and extended.
Effected by exchange of letters
Signed at Bangkok January 7 and February 18, 1983;
Entered into force February 18, 1983;
Effective September 22, 1982.
And exchange of letters
Signed at Bangkok April 15 and 28, 1983;
Entered into force April 28, 1983.

78-500 O—92——33

The American First Secretary to the Thai Director-General, Department of Foreign Trade, Ministry of Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
Bangkok, Thailand

January 7, 1983

Khun Danai Tulalamba
Director-General
Department of Foreign Trade
Ministry of Commerce
Sanamchai Road
Bangkok 10200

Dear Khun Danai:

I am writing with reference to paragraph 4 of the agreement between the United States and Thailand relating to trade in cotton, wool and man-made fiber textiles and textile products, with annexes, effected by exchange of notes dated October 4, 1978, as amended,[1] and to our discussions concerning exports from Thailand to the United States of products classified in textile Category 345.

On behalf of my government, I have the honor to propose that the consultation level for Category 345 be amended, as of September 22, 1982, to a level of 1,350,000 square yards equivalent for the fifth agreement period. If this proposal is acceptable to your government, this letter and your letter of confirmation on behalf of your government shall constitute an amendment to the agreement.

Sincerely,

Gary D. De Vight
First Secretary

[1] TIAS 9215, 9462, 9643, 9717, 9937, 10153, 10368, 10461; 30 UST 718, 4360; 31 UST 4824; 32 UST 505; 33 UST 1911; 34 UST 409, 1812.

The Thai Deputy Director-General, Department of Foreign Trade, Ministry of Commerce, to the American First Secretary

No. 0304/ 361

Department of Foreign Trade
Ministry of Commerce
Bangkok 10200, Thailand

February 18 , 1983

Mr.Gary D.De Vight
First Secretary
Embassy of the United States of America
95 Wireless road
Bangkok

Dear Mr.De Vight,

We are in receipt of your letter of January 7, 1983 proposing that the consultation level for Category 345 be amended, as of September 22, 1982, to a level of 1,350,000 square yards equivalent for the fifth agreement period.

We are pleased to confirm our acceptance of your proposal and that this letter together with your letter of January 7, 1983 shall form an agreement to the above effect.

Sincerely yours,

O. Osatanunda

(Mrs. Ourai Osatanunda)
Deputy Director-General

The American First Secretary to the Thai Director-General, Department of Foreign Trade, Ministry of Commerce

EMBASSY OF THE
UNITED STATES OF AMERICA
Bangkok, Thailand

April 15, 1983

Khun Danai Tulalamba
Director-General
Department of Foreign Trade
Ministry of Commerce
Sanamchai Road
Bangkok 10200

Dear Khun Danai:

I refer to paragraph 4 of the agreement between the United States and Thailand relating to trade in cotton, wool and man-made fiber textiles and textile products, with annexes, effected by exchange of notes dated October 4, 1978, as amended ("The Agreement"), and to our conversations concerning exports from Thailand to the United States of products classified in textile category 320 (excluding TSUSA No. 326.0092).

On behalf of my Government, I would like to propose that the consultation level for category 320 (excluding TSUSA No. 326.0092) be increased by 2 million square yards for the fifth agreement period.

If this proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the agreement.

Sincerely,

Gary D. De Vight
First Secretary

The Thai Director-General, Department of Foreign Trade, Ministry of Commerce, to the American First Secretary

No. 0304/ 915

Department of Foreign Trade
Ministry of Commerce
Bangkok 10200, Thailand

April 18 , 1983

Mr. Gary D. De Vight
First Secretary
Embassy of the United States of America
95 Wireless Road,
Bangkok

Dear Mr. De Vight

We are in receipt of your letter of April 15, 1983 proposing that the consultation level for category 320 (excluding TSUSA No. 326.0092) be increased by 2 million square yards for the fifth agreement period.

We are pleased to confirm our acceptance of your proposal and that this letter together with your letter of April 15, 1983 shall form an agreement to the above effect.

Sincerely yours,

(Danai Tulalamba)
Director-General

PHILIPPINES

Trade in Textiles and Textile Products

Agreement amending the agreement of November 24, 1982.
Effected by exchange of letters
Signed at Manila April 27 and May 17, 1983;
Entered into force May 17, 1983.

The American Ambassador to the Philippine Minister of Trade and Industry

EMBASSY OF THE
UNITED STATES OF AMERICA
MANILA, PHILIPPINES

April 27, 1983

Honorable Roberto Ongpin
Minister
MINISTRY OF TRADE & INDUSTRY
385 Buendia Avenue Extension
Makati, Metro Manila

Dear ~~Mr. Minister~~ Bobby:

I am writing with regard to paragraphs 3 and 4 of the Agreement between the United States and the Republic of the Philippines Relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products, effected by exchange of notes November 24, 1982 ("The Agreement")[1] and to discussions between representatives of our two governments concerning exports from the Republic of the Philippines to the United States of products classified in textile category 631.

On behalf of my government, I would like to propose that:

1. Annex A of the Agreement be amended to delete category 631 (man-made fiber gloves) and to add the following categories under the heading of man-made fiber:

Category	Description	Conversion Factor	Unit of Measure
631 (excluding TSUSA Nos. 704.8520, 704.8550, and 704.9000)	Gloves	3.5	DPR.
631 PT (TSUSA Nos. 704.8520, 704.8550 and 704.9000)	Gloves	3.5	DPR.

[1] TIAS 10612.

2. Annex B of the Agreement be amended to delete the sub-limit for TSUSA Nos. 704.8520, 704.8550 and 704.9000.

3. Annex C of the Agreement be amended to add a new consultation level as follows:

Category	Level
631 PT (TSUSA Nos. 704.8520, 704.8550 and 704.9000)	700,000 SYE

If the above proposal is acceptable to your government, this letter and your letter of confirmation on behalf of your government shall constitute an amendment to the Agreement.

Sincerely,

Michael H. Armacost
Ambassador

The Philippine Minister of Trade and Industry to the American Ambassador

REPUBLIC OF THE PHILIPPINES
MINISTRY OF TRADE & INDUSTRY
GARMENTS AND TEXTILE EXPORT BOARD,
Trade and Industry Building, 361 Buendia Avenue Extension, Makati, Metro Manila, Philippines
P. O. Box 1771 MCC Makati • Telex: (742) 45555 BOI PM • Cable: INVESTBORD • Tels. 86-75-60; 817-4969; 817-4920; 817-4950

17 May 1983

The Honorable Michael H. Armacost
Ambassador
Embassy of the United States of America
Manila, Philippines

Dear Ambassador Armacost:

On behalf of my government, I am accepting your proposal of 27 April 1983 with regard to the Agreement between the Republic of the Philippines and the United States of America Relating to Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products ("The Agreement") effected by exchange of notes on 24 November 1982, to wit:

1. That Annex A of the Agreement be amended to delete category 631 (man-made fiber gloves) and to add the following categories under the heading of man-made fiber:

Category	Description	Conversion Factor	Unit of Measure
631 (excluding (TSUSA Nos. 704.8520, 704.8550, 704.9000)	Gloves	3.5	Dpr.
631 PT (TSUSA Nos. 704.8520, 704.8550, 704.9000)	Gloves	3.5	Dpr.

2. That Annex B of the Agreement be amended to delete the sub-limit for TSUSA Nos. 704.8520, 704.8550 and 704.9000.

3. That Annex C of the Agreement be amended to add a new consultation level as follows:

Category	Level
631 PT (TSUSA Nos. 704.8520, 704.8550 and 704.9000	700,000 SYE

It is understood that your letter of 27 April 1983 regarding the above proposal and this letter of acceptance shall constitute an amendment to the Agreement.

Very truly yours,

ROBERTO Y. ONGPIN
Chairman

SRI LANKA

Trade in Textiles and Textile Products

Agreement effected by exchange of notes
Signed at Colombo May 10, 1983;
Entered into force May 10, 1983;
Effective May 1, 1983.

The American Ambassador to the Sri Lankan Secretary, Ministry of Trade and Shipping

EMBASSY OF THE
UNITED STATES OF AMERICA
Colombo, May 10, 1983

Dear Sir,

I have the honor to refer to the arrangement regarding international trade in textiles, with annexes (hereinafter referred to as The Arrangement), done at Geneva on December 20, 1973, and extended by protocol on December 22, 1981.[1] I also have the honor to refer to discussions between representatives of the Government of the United States of America and the Government of Sri Lanka in Colombo February 14-19, 1983 and in Washington March 16-22, 1983, concerning exports to the United States of cotton, wool, and man-made fiber textiles and textile products manufactured in Sri Lanka.

As a result of these discussions, and in conformity with Article Four of The Arrangement, I have the honor to propose the following agreement relating to trade in cotton, wool, and man-made fiber textiles and textile products between the Government of Sri Lanka and the Government of the United States of America:

1. The term of this agreement shall be the five-year and one month period from May 1, 1983 through May 31, 1988. The first agreement period shall commence on May 1, 1983 and end on May 31, 1984. All subsequent agreement periods shall commence on June 1 and end on May 31.

Mr. W. L. P. de Mel,
Secretary,
Ministry of Trade and Shipping,
Colombo

[1] TIAS 7840, 10323; 25 UST 1001; 33 UST 4516.

2. (a) The system of categories and the rates of conversion into square yards equivalent listed in Annex A shall apply in implementing this agreement.

(b) For purposes of this agreement the categories listed below are merged and treated as single categories and sub-categories as indicated below (with specific limits and sub-limits as indicated in Annex B):

Categories Merged	Designation in The Agreement	Sub-Categories
445, 446	445/446	None
645, 646	645/646	646

3. Commencing with the first agreement period, and during the subsequent term of this agreement, the Government of Sri Lanka shall limit annual exports from Sri Lanka to the United States of America of cotton, wool and man-made fiber textiles and textile products listed in Annex B to the limits and sub-limits set out in the same annex, as such limits may be adjusted in accordance with paragraphs 4 (swing) and 5 (carryover/carryforward). The limits set out in Annex B include growth, but do not include adjustments under any other provision of this agreement.

4. Any specific category limit and sub-limit may be exceeded in any agreement period by not more than 6% (5% for wool categories) of its (the receiving category's) square yards equivalent total, provided that the amount of the increase is compensated for by an equivalent decrease in one or more other specific limits. When informing the United States of adjustments under the provisions of this paragraph, Sri Lanka shall indicate the category or categories to be increased and the category or categories to be decreased by commensurate quantities.

5. (a) In any agreement period, in addition to any adjustment pursuant to paragraph 4, exports may exceed by a maximum of 11% any specific limit or sub-limit (as specified in Annex B) by allocating to such limit for that agreement period an unused portion of the corresponding limit for the previous agreement period ("carryover of shortfall") or a portion of the corresponding limit for the succeeding agreement period ("carryforward") subject to the following conditions:

(i) Carryover of shortfall may be used as available up to 11% of the receiving agreement period's applicable limit or sub-limit;

(ii) The combination of carryover and carryforward shall not exceed 11% of the receiving agreement period's applicable limit or sub-limit in any agreement period;

(iii) Carryforward may be used up to 6% of the receiving agreement period's applicable limit or sub-limit; the immediately following agreement period's corresponding limit or sub-limit will be adjusted downward by the amount of the carryforward used; no carryforward shall be available for application during the fifth agreement period;

(b) For purposes of this agreement, a shortfall occurs when exports of textiles or textile products from Sri Lanka to the United States of America during an agreement period (plus charges for overshipments of preceding agreement periods) are below any applicable sub-limit and specific limit set out in Annex B, as adjusted downward pursuant to paragraph 5 (a) (iii) or adjusted downward for overshipments

or other mutually agreed upon amendments. In the agreement period following the shortfall, such exports from Sri Lanka to the United States of America may be permitted to exceed the applicable limits or sub-limits, subject to the conditions set forth above, by carryover of shortfall in the following manner:

(i) The carryover shall not exceed the amount of shortfall in either the specific limit or any applicable sub-limit within the specific limit;

(ii) In the case of shortfall in a category subject to a specific limit or sub-limit, the shortfall shall be used in the category in which the shortfall occurred.

(c) The limits referred to in sub-paragraphs 5 (a) and (b) are the specific limits and sub-limits as listed in Annex B, or as established under paragraph 6.

(d) The Government of the United States of America may apply adjustments under this paragraph to any specific limit or sub-limit whenever that adjustment appears appropriate to facilitate the flow of trade and the sound administration of the agreement. To the extent that such adjustments are actually utilized, they will be implemented by means of carryover and carryforward, in that order. Any unused carryforward will be recredited to the following agreement period's limit. This procedure will not prejudice the outcome of any consultations that may be held between the two Governments concerning the amounts of available carryover and the carryforward used.

6. (a) In the event that the Government of the United States of America believes that imports from Sri Lanka classified in any category or categories not covered by

specific limits are, due to market disruption or the threat thereof, threatening to impede the orderly development of trade between the two countries, the Government of the United States of America may request consultations with the Government of Sri Lanka with a view to easing or avoiding such market disruption. The Government of the United States of America will provide the Government of Sri Lanka at the time of the request with the data which in the view of the Government of the United States of America show:

(i) The existence of market disruption, or the threat thereof, and

(ii) the role of exports from Sri Lanka in that disruption.

(b) The Government of Sri Lanka agrees to consult with the Government of the United States of America within 30 days of receipt of the request for consultations. Both Governments agree to make every effort to reach agreement on a mutually satisfactory resolution of the issue within 90 days of the receipt of such request, unless this period is extended by mutual agreement.

(c) During that 90-day period, the Government of Sri Lanka agrees to hold its exports to the United States in the category or categories subject to these consultations to a level no greater than 35% of the amount entered, as reported in U.S. general import statistics, during the first 12 of the most recent 14 months preceding the month in which the request for consultations was made.

(d) If no mutually satisfactory solution is reached during these consultations, the Government of the United States of America may establish a specific limit for the duration of this agreement for shipments in the category or categories concerned exported on and after the date on which

the request for consultations was made. This limit will not be less than the amount of imports, as reported in U.S. general import statistics, entered during the first 12 of the most recent 14 months preceding the month in which the request for consultations was made, plus 20% for cotton and man-made fiber products, and 6% for wool products.

(e) If a specific limit is established during an agreement period, it will be prorated to correspond to the time period between the date of the request for consultations and the end of the existing agreement period. Any flexibility available during this period will be calculated on this pro-rated limit. Swing and carryforward will be available. Carryforward will not be available in the last agreement period. Carryover will not be available in the agreement period during which the specific limit is established. For the agreement period following that in which the specific limit is first established and for each succeeding agreement period, the specific limit will be increased by 6% annual growth for cotton and man-made fiber products, and by 1% for wool products.

7. The Government of Sri Lanka shall use its best efforts to space exports from Sri Lanka to the United States within each category evenly throughout the agreement period, taking into consideration normal seasonal factors.

8. The Government of the United States of America shall promptly supply the Government of Sri Lanka with available data on monthly imports of textiles from Sri Lanka, and the Government of Sri Lanka shall promptly supply the Government of the United States of America with available data on monthly exports of textiles to the United States. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

9. (a) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products (being products which derive their chief characteristics from their textile components) of cotton, wool, man-made fibers, or blends thereof, in which any or all of these fibers in combination represent either the chief value of the fibers or 50% or more by weight (or 17% or more by weight of wool) of the product, are subject to this agreement.

(b) For purposes of this agreement, textiles and textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of either of these fibers. Any products covered by sub-paragraph 9 (a) but not in chief value of cotton, wool, or man-made fiber shall be classified as: (i) cotton textiles if containing 50% or more by weight of cotton, or if the cotton component exceeds by weight the wool and the man-made fiber component; (ii) wool textiles if not cotton, and the wool equals or exceeds 17% by weight of all component fibers; and (iii) man-made fiber textiles if neither of the foregoing applies.

10. The Government of the United States of America and the Government of Sri Lanka agree to consult on any problem or difficulty arising in the implementation of this agreement. If the two Governments are unable to reach a mutually satisfactory solution within a reasonable period of time on problems which have been the subject of consultations under this agreement, either Government may, after notification to the other Government, refer such problems to the textile surveillance body in accordance with Article 11 of The Arrangement.

11. 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.

12. If the Government of Sri Lanka considers that, as a result of a limitation specified in this agreement, Sri Lanka is being placed in an inequitable position vis-a-vis a third country, the Government of Sri Lanka may request consultations with the United States of America with a view to taking appropriate remedial action such as reasonable modification of this agreement.

13. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of The Arrangement to request restraint on the export of textiles and textile products covered by this agreement from Sri Lanka to the United States. Each Government reserves its rights under The Arrangement with respect to textiles and textile products not subject to this agreement.

14. The Government of the United States of America may assist the Government of Sri Lanka in implementing the limitation provisions of this agreement by controlling its imports of the textiles covered by this agreement.

15. (a) Exports from Sri Lanka in excess of authorized limits in any agreement period may be denied entry into the United States. Any such shipments denied entry, may be permitted entry into the United States and be charged to the applicable limit in the succeeding agreement period.

(b) If, during an agreement period, exports from Sri Lanka are allowed entry into the United States in excess of authorized limits, the applicable limits in the succeeding agreement period will be adjusted downward by the amount of the excess shipments.

(c) Any action taken pursuant to sub-paragraphs 15 (a) and 15 (b) above, will not prejudice the rights of either side regarding consultations.

16. Exports of cotton, wool and man-made fiber textiles and textile products in shipments valued at 250 dollars or less shall not be charged to the limits of this agreement provided that they are properly certified.

17. The visa system established by letters dated March 12 and March 23, 1979, as amended,[1] between the Government of the United States of America and the Government of Sri Lanka will remain in force subject to paragraph 11 of this agreement.

18. In conformity with Article 8 of The Arrangement, the Government of the United States of America and the Government of Sri Lanka shall cooperate to avoid circumvention of the agreement.

19. Either Government may at any time propose revisions in the terms of this agreement. Each agrees to consult promptly with the other about such proposals with a view to making such revisions to this agreement, or taking such other appropriate action as may be mutually agreed upon.

20. Either Government may terminate this agreement effective at the end of any agreement period by written notice to the other Government to be given at least 90 days prior to the end of such agreement period.

If the foregoing conforms with the understanding of the Government of Sri Lanka, this note and Your Excellency's note of confirmation on behalf of the Government of Sri Lanka shall constitute an agreement between our two Governments.

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

John H. Reed [2]

1 Not printed.
2 John H. Reed.

ANNEX A

CONVERSION TABLE

CATEGORY	DESCRIPTION	CONVERSION FACTOR	UNIT OF MEASURE
Yarn			
...Cotton			
300	Carded	4.6	Lb
301	Combed	4.6	Lb
...Wool			
400	Tops and Yarn	2.0	Lb
...Man-Made Fiber			
600	Textured	3.5	Lb
601	Continuous Cellulosic	5.2	Lb
602	Continuous Noncellulosic	11.6	Lb
603	Spun Cellulosic	3.4	Lb
604	Spun Noncellulosic	4.1	Lb
605	Other Yarns	3.5	Lb
Fabric			
...Cotton			
310	Ginghams	1.0	SYD
311	Velveteens	1.0	SYD
312	Corduroy	1.0	SYD
313	Sheeting	1.0	SYD
314	Broadcloth	1.0	SYD
315	Printcloths	1.0	SYD
316	Shirtings	1.0	SYD
317	Twills and Sateens	1.0	SYD
318	Yarn-dyed	1.0	SYD
319	Duck	1.0	SYD
320	Other Fabrics, N.K.	1.0	SYD
...Wool			
410	Woolens and Worsted	1.0	SYD
411	Tapestries and Upholstery	1.0	SYD
425	Knit	2.0	Lb
429	Other Fabrics	1.0	SYD

*M and B = Men's and Boys'
W, G and I = Women's, Girls' and Infants
N.K. = Not knit
[Footnote in the original.]

CATEGORY	DESCRIPTION	CONVERSION FACTOR	UNIT OF MEASURE
...Man-Made Fiber			
610	Continuous Cellulosic, N.K.	1.0	SYD
611	Spun Cellulosic, N.K.	1.0	SYD
612	Continuous Noncellulosic, N.K.	1.0	SYD
613	Spun Noncellulosic, N.K.	1.0	SYD
614	Other Fabrics, N.K.	1.0	SYD
625	Knit	7.8	Lb
626	Pile and Tufted	1.0	SYD
627	Speciality	7.8	Lb
Apparel			
...Cotton			
330	Handkerchiefs	1.7	Dz
331	Gloves	3.5	DPr
332	Hosiery	4.6	DPr
333	Suit-type Coats, M and B	36.2	Dz
334	Other Coats, M and B	41.3	Dz
335	Coats, W, G and I	41.3	Dz
336	Dresses (including uniforms)	45.3	Dz
337	Playsuits, Sunsuits, Washsuits, Creepers, Rompers, etc.	25.0	Dz
338	Knit Shirts (including T-shirts, Other and Sweatshirts), M and B	7.2	Dz
339	Knit Shirts and Blouses (including T-shirts, Other and Sweatshirts), W, G and I	7.2	Dz
340	Shirts, N.K., M and B	24.0	Dz
341	Blouses, N.K., W, G and I	14.5	Dz
342	Skirts	17.8	Dz
345	Sweaters	36.8	Dz
347	Trousers, Slacks and Shorts (Outer), M and B	17.8	Dz
348	Trousers, Slacks and Shorts (Outer), W, G and I	17.8	Dz
349	Brassieres, etc.	4.8	Dz
350	Dressing Gowns, including Bathrobes, and Beach Robes, Lounging Gowns, House Coats, and Dusters	51.0	Dz
351	Pajamas and Other Nightwear	52.0	Dz
352	Underwear (including Union Suits)	11.0	Dz
353	Down and Feather-filled Coats, Jackets, and Vests, M and B	41.3	Dz

CATEGORY	DESCRIPTION	CONVERSION FACTOR	UNIT OF MEASURE
Apparel, Cotton, (cont.)			
354	Down and Feather-filled Coats, Jackets, Vests, W, G and I	41.3	Dz
359	Other Apparel	4.6	Lb
...Wool			
431	Gloves	2.1	DPr
432	Hosiery	2.8	DPr
433	Suit-type Coats, M and B	36.0	Dz
434	Other Coats, M and B	54.0	Dz
435	Coats, W, G and I	54.0	Dz
436	Dresses	49.2	Dz
438	Knit Shirts and Blouses	15.0	Dz
440	Shirts and Blouses, N.K.	24.0	Dz
442	Skirts	18.0	Dz
443	Suits, M and B	54.0	Dz
444	Suits, W, G and I	54.0	Dz
445	Sweaters, M and B	14.88	Dz
446	Sweaters, W, G and I	14.88	Dz
447	Trousers, Slacks, and Shorts (Outer), M and B	18.0	Dz
448	Trousers, Slacks, and Shorts (Outer), W, G and I	18.0	Dz
459	Other Wool Apparel	2.0	Lb
...Man-Made Fiber			
630	Handkerchiefs	1.7	Dz
631	Gloves	3.5	DPr
632	Hosiery	4.6	DPr
633	Suit-type Coats, M and B	36.2	Dz
634	Other Coats, M and B	41.3	Dz
635	Coats, W, G and I	41.3	Dz
636	Dresses	45.3	Dz
637	Playsuits, Sunsuits, Washsuits, etc.	21.3	Dz
638	Knit Shirts (including T-shirts), M and B	18.0	Dz
639	Knit Shirts and Blouses (including T-shirts), W, G and I	15.0	Dz
640	Shirts, N.K., M and B	24.0	Dz
641	Blouses, N.K., W, G and I	14.5	Dz
642	Skirts	17.8	Dz
643	Suits, M and B	54.0	Dz

CATEGORY	DESCRIPTION	CONVERSION FACTOR	UNIT OF MEASURE
Apparel, Man-Made Fiber, (cont.)			
644	Suits, W, G and I	54.0	Dz
645	Sweaters, M and B	36.8	Dz
646	Sweaters, W, G and I	36.8	Dz
647	Trousers, Slacks and Shorts (Outer), M and B	17.8	Dz
648	Trousers, Slacks and Shorts (Outer), W, G and I	17.8	Dz
649	Brassieres, etc.	4.8	Dz
650	Dressing Gowns, including Bathrobes and Beach Robes	51.0	Dz
651	Pajamas and Other Nightwear	52.0	Dz
652	Underwear	16.0	Dz
653	Down and Feather-filled Coats, Jackets, Vests, M and B	41.3	Dz
654	Down and Feather-filled Coats, Jackets, Vests, W, G and I	41.3	Dz
659	Other Apparel	7.8	Lb
Made-ups and Miscellaneous			
...Cotton			
360	Pillowcases	1.1	No.
361	Sheets	6.2	No.
362	Bedspreads and Quilts	6.9	No.
363	Terry and Other Pile Towels	0.5	No.
369	Other Cotton Manufactures	4.6	Lb
...Wool			
464	Blankets and Auto Robes	1.3	Lb
465	Floor Coverings	0.1	SFt
469	Other Wool Manufactures	2.0	Lb
...Man-Made Fiber			
665	Floor Coverings	0.1	SFt
666	Other Furnishings	7.8	Lb
669	Other Man-made Manufactures	7.8	Lb

ANNEX B

SPECIFIC LIMITS AND SUB-LIMITS

	UNIT	5/01/83-5/31/84 LIMIT	6/01/84-5/31/85 LIMIT	6/01/85-5/31/86 LIMIT	6/01/86-5/31/87 LIMIT	6/01/87-5/31/88 LIMIT
331	Doz.	928,991	908,982	963,521	1,021,332	1,082,612
334	Doz.	181,085	177,184	187,815	199,084	211,029
335	Doz.	132,713	129,854	137,645	145,904	154,658
340	Doz.	477,519	467,234	495,268	524,984	556,483
341	Doz.	477,766	467,476	495,524	525,256	556,771
347	Doz.	357,971	350,261	371,277	393,553	417,167
348	Doz.	265,426	259,710	275,292	291,810	309,318
445/446	Doz.	97,863	91,238	92,151	93,072	94,003
631	DPr.	281,667	275,600	292,136	309,664	328,244
634	Doz	108,333	106,000	112,360	119,102	126,248
635	Doz.	178,750	174,900	185,394	196,518	208,309
640	Doz.	93,147	91,141	96,609	102,406	108,550
641	Doz.	477,766	467,476	495,524	525,256	556,771
645/646	Doz.	97,500	95,400	101,124	107,191	113,623
(646)	Doz.	65,000	63,600	67,416	71,461	75,749
648	Doz.	162,500	159,000	168,540	178,652	189,372

The Sri Lankan Secretary, Ministry of Trade and Shipping, to the American Ambassador

Colombo,
10 May 1983.

H.E. John H. Reed,
Ambassador of the United States of America,
Colombo.

Your Excellency,

I have the honour to acknowledge the receipt of the proposal contained in your note dated May 10, 1983 which is as follows:

[For the text of the U.S. note, see pp. 1030-1038.]

I confirm that the proposal set out in this note is acceptable to the Government of Sri Lanka.

Accept, Excellency, the assurances of my highest consideration.

(W.L.P. de Mel)
Secretary
Ministry of Trade and Shipping.

SRI LANKA

Agricultural Commodities

Agreement amending the agreement of October 29, 1982.
Signed at Colombo April 20, 1983;
Entered into force April 20, 1983.

AMENDMENT TO THE AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA
FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER THE
PUBLIC LAW 480, TITLE I[1] PROGRAM, FISCAL YEAR 1983

The Government of the United States of America and the Government of the Democratic Socialist Republic of Sri Lanka agree to the following Amendments to the PL-480, Title I Agreement signed 29 October, 1982.[2]

A. Under Item I, Commodity Table, delete "88,000" and "15.0," and insert "133,000" and "22.5" under the appropriate columns.

B. Under Item V, Self Help Measures, add the following to the end of Section B(3), Resource Management:

" Benchmark:

The Government of Sri Lanka will provide, from sales proceeds under this or previous Agreements or other resources, for the following estimated capital expenditures during 1983 in support of the areas noted in Item V.B(3) (a) through (e) above:

		(Rupees Million)
(a)	Irrigation and water management (including drainage and reclamation)	230
(b)	Agricultural production, extension and research	110
(c)	Integrated rural development	100
(d)	Improvements to and expansion of fertilizer and grain storage	30
(e)	Reforestation and land and water conservation	50
	Total	520 "

All other terms and conditions of the 29 October, 1982 Agreement remain the same.

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*
[2] TIAS 10596; 34 UST 4320-1.

This Amendment to the October 29, 1982 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, the Twentieth day of April, 1983.

FOR THE GOVERNMENT OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

Dr. W.M. Tilakaratna
Secretary
Minrstry of Finance and Planning

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

John H. Reed
Ambassador

PAKISTAN

Agricultural Commodities

Agreement signed at Islamabad May 15, 1983;
Entered into force May 15, 1983.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF PAKISTAN
FOR THE SALES OF AGRICULTURAL COMMODITIES UNDER
THE PUBLIC LAW 480 TITLE I[1] PROGRAM

The Government of the United States of America and the Government of Pakistan agree to the sale of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the Agreement signed March 25, 1980,[2] together with the following Part II:

PART II - PARTICULAR PROVISIONS

Item I. Commodity Table

Commodity	Supply Period (US Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value ($ Million)
Vegetable Oil	1983	115,000	50.0
Total		115,000	50.0

Item II. Payment Terms Convertible Local Currency Credit (CLCC)

A. Initial Payment - Five (5) percent.

B. Currency Use Payment - None for Section 104(A) purposes.

C. Number of Installment Payments - Thirty-one (31).

D. Amount of Each Installment Payment - Approximately equal annual amounts.

E. Due Date of First Installment Payment - Ten (10) years after date of last delivery of commodities in each calendar year.

F. Initial Interest Rate - Two (2) percent.

G. Continuing Interest Rate - Three (3) percent.

[1] 68 Stat. 455; 7 U.S.C. §1701 *et seq.*
[2] TIAS 9782; 32 UST 1434.

Item III. Usual Marketing Table

Commodity	Import Period (US Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Edible vegetable oil and/or oil bearing seeds (oil equivalent basis)	1983	375,000 (of which at least 89,000T shall be imported from the U.S.)

Item IV. Export Limitations

A. The Export Limitation Period:

The export limitation period shall be United States Fiscal Year 1983, or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to which Limitations Apply:

For the purposes of Part I, Article III (A) (4) of this Agreement, the commodities which may not be exported are: soybean/cottonseed oil, sunflower oil, sesame oil, and any other edible vegetable oil or oil bearing seeds from which these oils are produced.

Item V. Self-Help Measures

A. The Government of Pakistan agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Pakistan agrees to undertake the following:

1. The Government of Pakistan will continue the liberalized long-term policy of prices for edible oil products to create favorable conditions for the improvement of the edible oil sector in Pakistan. Liberalization in this particular context shall be understood to permit producer prices and wholesale prices of edible oil and edible oil products to rise in response to domestic demand or rising world market prices. It should not be understood to preclude selective use of support prices.

2. The GOP will undertake, with USG financing, a study of the feasibility of a buffer stock of edible oil or financial arrangements as a means of maintaining adequate supplies at stable prices. This study will consider both financial and physical approaches to buffer stocks including, inter alia, use of future contracts in international markets.

3. To advance the policy of increased private sector participation in the edible oil and vegetable ghee industry, the Government of Pakistan will continue its policy of progressive privatization of the vegetable ghee industry. The Government of Pakistan will encourage the entry of private firms into the industry through relaxation of barriers to entry and movement towards the removal of price controls. The Government of Pakistan undertakes to pursue policies that insure operation of all ghee plants, public and private, without subsidization of their operations or raw material costs.

4. In order to stimulate the domestic livestock and poultry industry and rationalize production and imports of oilseeds and products, the GOP will consider instituting a broad range of policies and other measures, including a measure giving the private trade the opportunity to participate in any credit programs that are available, and to review the import duties on oilseed meal, with due regard to the movement in related international prices and the cost of production of domestic poultry and livestock feeds.

Needy people will be the major beneficiaries of the self-help measures in the following ways:

1. Liberalization of prices for edible oil and edible oil products will contribute to an assured supply of edible oil at sustainable prices. Edible oil is a staple consumption item of the poor, contributing the largest number of calories after grain.

2. A buffer stock of edible oil, which could result from the required study, would benefit the poor by reducing large, though temporary, price fluctuations that impose hardships by lowering consumption. Poor farmers also would benefit from stable prices when they have to sell their oilseed crop at harvest time.

3. Increased privatization of the edible oil and vegetable ghee industry will benefit the poor by increasing the efficiency of the industry through the competitive pressures of private enterprise and a free market. This

TIAS 10715

78-500 O—92——34

efficiency will promote production at sustainable prices without the need for subsidies, which are paid for indirectly by the poor themselves.

4. A change in policies that stimulates livestock and poultry production and rationalizes the production and import of oilseeds and oilseed products would benefit the poor primarily by increasing the supply of edible oil at sustainable prices. Poor families also would benefit from lower meat prices on occasions when they buy meat. Small farmers would benefit from the improved market for oilseed products and the increased demand for other types of animal feed.

C. Use of Proceeds:

1. The rupee proceeds from the sale of commodities provided under this Agreement will be credited to the Federal Consolidated Fund of the Government of Pakistan. The Government of Pakistan agrees to credit these proceeds to a special subsidiary account to be named "FY 1983 Pl-480".

2. The Government of Pakistan agrees to consult the U.S. Government prior to the allocation of funds to various projects from this special account. Releases from the special account to the projects will be made by the Government of Pakistan based on mutually agreed upon allocations.

3. Such sales proceeds may be used for the self-help measures set forth above and for increasing Pakistan's ability to import, handle and distribute edible oil, modernizing oilseeds processing facilities for development of the poultry industry and for such other development purposes in the agriculture, rural development, water resources, population, education, and health sectors as may be mutually agreed upon. The Government of Pakistan and the U.S. Government may also agree to the use of sales proceeds for development projects that promote alternatives to opium production.

D. Reports and Reviews:

1. By January 1, 1984 the Government of Pakistan agrees to provide a written report which will include but not be limited to:

   (a) Progress on implementing the self-help measures set out in Item V (B) above;

(b) A comparison of achievements and benchmarks to determine the progress achieved in meeting the self-help measures set out in Item V (B) above; and

(c) A review of the levels of funding being released to carry out the self-help measures.

2. As long as balances remain in the special account established pursuant to Item V (C) above, the Government of Pakistan shall provide semi-annual reports on how the proceeds have been used to directly benefit the needy in accordance with items V and VI of Part II of this Agreement. The report will be submitted by January 1, 1984 and subsequent reports will be provided at six month intervals.

3. The Government of Pakistan agrees to convene meetings not less than every six months for the purpose of consulting on the agreed purposes for which the sales proceeds generated under this Agreement will be used, to review actual disbursement and physical progress against agreed benchmarks, to review those self-help provisions which require policy change and to discuss such other matters as may be agreed. The first meeting will be held within three months of the final delivery of commodities under this Agreement.

VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be used.

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, and for development in the agriculture, rural development, water resources, population, education, and health sector, in a manner designed to increase the access of the poor in the recipient country to an adequate, nutritious and stable food supply. Such uses will directly benefit the needy people of Pakistan as set forth in Item V B.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Pakistani people and their capacity to participate in the development of their country.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. Done at Islamabad, in duplicate, the fifteenth day of May, 1983.

FOR THE GOVERNMENT OF PAKISTAN

By: _____

[SEAL] Name: Ejaz A. Naik

Title: Secretary, Economic Affairs Division

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: _____

[SEAL] Name: Ronald I. Spiers

Title: Ambassador of the United States of America

INDONESIA

Agricultural Commodities

Agreement signed at Jakarta April 16, 1983;
Entered into force April 16, 1983.
And amending agreement
Effected by exchange of notes
Dated at Jakarta August 12, 1983;
Entered into force August 12, 1983.

AGREEMENT
BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Indonesia agree to the sale of agricultural commodities specified below. This agreement shall consist of the preamble and Parts I and III of the agreement signed December 2, 1980,[1] together with the following Part II :

PART II. PARTICULAR PROVISIONS :

Item I. Commodity Table :

Commodity	Supply Period (U.S. FY)	Approximate Quantity (MT)	Maximum Export Market Value (DOLS MILLION)
Wheat	1983	88,000	15.0
Rice	1983	50,000	15.0

Item II. Payment Terms: Convertible Local Currency Credit (CLCC)

(A) Initial payment - ten (10) percent;

(B) Currency use payment - ten (10) percent for section 104(A) purposes;

(C) Number of installment payments - twenty-six (26);

(D) Amount of each installment payment - approximately equal annual amounts;

(E) Due date of first installment payment - five (5) years after date of last delivery of commodities in each calendar year;

[1] TIAS 10063; 33 UST 805.

(F) Initial interest rate - two (2) percent;

(G) Continuing interest rate - three (3) percent.

Item III. Usual Marketing Table :

Commodity	Import Period (U.S. FY)	Usual Marketing Requirement (MT)
Wheat	1983	1,158,000
Rice	1983	814,000

Item IV. Export Limitations :

(A) The export limitation period :

The export limitation period shall be United States fiscal year 1983, or any subsequent United States fiscal year during which commodities financed under this agreement are being imported or utilized.

(B) Commodities to which limitations apply :

For the purposes of Part I, Article III (A) (4) of this agreement, the commodities which may not be exported are: For wheat -- wheat, wheat flour, rolled wheat, semolina farina, and bulgur (or the same products under a different name); For rice -- rice in the form of paddy, brown or milled.

Item V. Self-Help Measures :

(A) The Government of the Republic of Indonesia agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities.

The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

(B) The Government of the Republic of Indonesia agrees to undertake the following activities and in doing so to provide adequate financial, technical and managerial resources for their implementation :

(1) Improve the marketing and distribution infrastructure for farm commodities by the establishment of cooperative collection points in Central Java Province.

Benchmark: In 1983, the Government of the Republic of Indonesia will continue its program of construction of collection points in Central Java Province. These collection points will be established in each Kecamatan, easily accessible to small farmers who will be able to sell their produce to cooperatives for marketing into private market channels or to the Indonesian State Grain Buying Agency. Each collection point will be equipped with a warehouse and office, weighing and testing equipment, office furnishings, calculator, cart or small truck. Approximately dollars 3.5 million of the sales proceeds of this agreement will be earmarked for the constructio: of 117 collection points by March 31, 1984. Periodic consultations will be held to review progress toward completion of this self-help measure. Such consultations shall allow for an interim report to be submitted by August 31, 1983.

(2) Increase agricultural production and facilitate small farmer access to agricultural inputs by the establishment of cooperative distribution kiosks in Central Java Province and Yogyakarta special area.

Benchmark: In 1983, the Government of the Republic of Indonesia will establish distribution kiosks in the Province of Central Java and the special area of Yogyakarta, where small farmers will be able to obtain fertilizer, pesticides, and other production inputs. These kiosks will be equipped with an adjacent warehouse and a sales office with furnishings, calculator and cart to handle bags of commodities. Approximately dollars 13.7 million of the sales proceeds of this agreement will be earmarked for the construction of 897 units in Central Java and 29 units in the Yogyakarta area by March 31, 1984. Periodic consultations will be held to review progress toward completion of this self-help measure. Such consultations shall allow for an interim report to be submitted by August 31, 1983.

(3) Increase the role of rural women in the development process, raise farm productivity and increase family income and welfare through training and demonstration programs.

Benchmark: In 1983, the Agricultural Education, Training and Extension Bureau of the Ministry of Agriculture will undertake a program in 26 provinces to conduct training courses and demonstrations of integrated farming systems designed to specifically enhance the role of rural women.
Periodic consultations will be held to review progress toward completion of this self-help

measure. Such consultations shall allow for an interim report to be submitted by August 31, 1983.

Approximately dollars 4.3 million of the sales proceeds of this agreement will be earmarked for this program.

(4) Increase the role of private voluntary organizations in rural development through supporting development activities of Indonesian and U.S. private voluntary organizations.

Benchmark: By July 31, 1983, the Department of Social Services will establish and implement formal guidelines and criteria to administer a program to facilitate and promote the role of Indonesian and U.S. private voluntary organizations in rural development activities designed to improve the lives of the poorest elements of the rural society. Approximately dollars 2.4 million of the sales proceeds of this agreement will be earmarked for this activity. Periodic consultations will be held to monitor progress of this self-help measure and an interim report will be submitted by August 31, 1983.

Item VI. Economic development purposes for which proceeds accruing to importing country are to be used :

(A) The proceeds accruing to the Government of the Republic of Indonesia from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement, and for development in the agricultural

sector, in a manner designed to increase the adequate, nutritious, and stable food supply.

(B) In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the Indonesian people and their capacity to participate in the development of their country. The measures identified under Item V will directly benefit the needy in the following ways :

(1) The establishment of commodity collection points and of distribution kiosks will provide easily accessible locations where small farmers can purchase necessary production inputs and sell their products, thereby reducing losses and obtaining optimum prices.

(2) The women in development project will enhance the potential for improving the role of women in the Indonesian developmental process providing access to training and educational opportunities heretofore unavailable.

(3) The increased involvement of Indonesian and U.S. private voluntary organizations in development programs specifically targeted to the poorest elements of Indonesian rural sector will directly benefit the poor by allowing them to participate actively in the development of their country.

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

DONE at Jakarta, in duplicate, the sixteenth day of April, 1983.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

John Holdridge

Ambassador Extraordinary and Plenipotentiary of the United States of America to the Republic of Indonesia.

FOR THE GOVERNMENT OF THE REPUBLIC OF INDONESIA

Atmono Suryo

Director General for Foreign Economic Relations, Department of Foreign Affairs

[AMENDING AGREEMENT]

The American Embassy to the Indonesian Department of Foreign Affairs

No. 680

The Embassy of the United States of America presents its compliments to the Department of Foreign Affairs of the Republic of Indonesia and has the honor to refer to the Agricultural Commodities Agreement between our two countries signed April 16, 1983, and to propose that Part II, Particular Provisions of that Agreement be amended as follows:

Under Item I, Commodity Table, for Rice delete "50,000" and "15.0" and insert "65,000" and "20.0" under the appropriate column headings. Insert a line entitled "Total" at the bottom of the table and insert "35.0" under the appropriate column.

Funds generated by this Amendment will be apportioned among the Self-Help Projects listed in Item V of the Agreement of April 16, 1983 in relation to the values assigned in that Agreement.

All terms and conditions other than value citations of the April 16, 1983 Agreement remain the same.

If the foregoing is acceptable to your Government the Embassy proposes that this Note, together with your reply thereto, constitute an Agreement between our two Governments, effective the date of your Note in reply.

The Embassy of the United States of America avails itself of this opportunity to renew to the Department of Foreign Affairs of the Republic of Indonesia the assurance of its highest consideration.

The Embassy of the United States of America

Jakarta, August 12, 1983

TIAS 10716

The Indonesian Department of Foreign Affairs to the American Embassy

DEPARTMENT OF FOREIGN AFFAIRS
REPUBLIC OF INDONESIA

No. : D. 0727 /83/33

The Department of Foreign Affairs of the Republic of Indonesia presents its compliments to the Embassy of the United States of America and has the honour to acknowledge the receipt of Note Verbale of the Letter No. 680 dated August 12, 1983, concerning the Amendment of the Agricultural Commodities Agreement signed April 16, 1983, which reads as follows :

[For the text of the U.S. note, see pp. 1063-1064.]

The Department has further the honour to inform the Embassy that the proposal set forth in the said Note Verbale is acceptable to the Government of the Republic of Indonesia.

The Department of Foreign Affairs of the Republic of Indonesia avails itself of this opportunity to renew to the Embassy of United States of America the assurance of its highest consideration.

Jakarta, August 12, 1983.

The Embassy of the
United States of America
Jakarta

TIAS 10716

SPAIN

Tracking Stations

Agreement amending the agreement of January 29, 1964, as amended and extended.
Effected by exchange of notes
Signed at Madrid February 1 and May 2, 1983.

The American Ambassador to the Spanish Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

Madrid, February 1, 1983

Excellency:

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of Spain concerning Scientific and Technical Cooperation in Support of Programs for Lunar and Planetary Exploration and for Manned and Unmanned Space Flight through the Establishment and Operation in Spain of a Tracking and Data Acquisition Station, effected by an exchange of Notes signed at Madrid on January 29, 1964, as supplemented by the exchange of Notes of October 11, 1965, and amended by an exchange of Notes signed at Madrid on June 25, 1969.[1]

Paragraph 13 of the 1964 Agreement referred to above provided that the Station may continue to be operated for a period of ten years, subject to extension upon expiration with the consent of the two Governments.

The Exchange of Notes of June 25, 1969 amended the Agreement and provided that the Station may continue to be operated for a period of twenty years, subject to extension upon expiration with the consent of the two Governments. The expiration date is January 29, 1984.

In view of the mutual benefit to be derived from the cooperative program, the Government of the United States proposes that the Station should be continued for another ten years after the lapse of the amended

[1] TIAS 5533, 5896, 6714; 15 UST 153; 16 UST 1710; 20 UST 2522.

period, namely, until January 29, 1994. Accordingly, paragraph 13 of the Agreement should be amended to State a period of "thirty years" of operation.

If the foregoing proposal is acceptable to the Government of Spain, I have the further honor to propose that this Note and your Excellency's reply to that effect 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.

Terence A. Todman [1]

His Excellency
Fernando Morán López
Minister of Foreign Affairs
Madrid

[1] Terence A. Todman.

The Spanish Minister of Foreign Affairs to the American Ambassador

Fernando Moran López

Ministro de Asuntos Exteriores

Madrid, 2 de Mayo de 1.983

Excmo. Sr: Terence A. Todman
Embajador de Estados Unidos
MADRID

Tengo a honra acusar recibo de su Nota de 1 de Febrero de 1.983 que dice así:

"Excelencia:

Tengo el honor de referirme al Acuerdo entre el Gobierno de Estados Unidos y el Gobierno de España relativo a la Cooperación Científica y Técnica en soporte de los programas de exploración Lunar y Planetario y para los vuelos espaciales tripulados y no tripulados a través del establecimiento y operación en España de una Estación de seguimiento de vehículos espaciales y adquisición de datos, efectuada mediante un intercambio de notas firmado en Madrid el 29 de Enero de 1.964, complementada por el intercambio de Notas de 11 de Octubre de 1.965 y enmendada por un intercambio de notas firmado en Madrid el 25 de Julio de 1.969.

El párrafo 13 del Acuerdo de 1.964, mencionado más arriba, preveía que la Estación puede continuar siendo operada por un período de 10 años que pueden ser prolongados a su expiración mediante el mutuo consentimiento de ambos Gobiernos.

El intercambio de Notas de 25 de Junio de 1.969 enmendo el Acuerdo disponiendo que la Estación podía continuar funcionando durante un período de 20 años, pudiendo extenderse este plazo

a su expiración con el mutuo consentimiento de ambos Gobiernos. La fecha de terminación es la del 29 de Enero de 1.984.

A la vista del beneficio mutuo que puede derivarse de este programa de Cooperación, el Gobierno de los Estados Unidos de América, propone que el funcionamiento de la Estación se prolongue durante 10 años adicionales después del final del período enmendado, es decir, hasta el 29 de Enero de 1.994. Por lo tanto el párrafo 13 del Acuerdo debe ser enmendado para estatuir un período de funcionamiento de "30 años".

Si la propuesta anterior es aceptable para el Gobierno de España, tengo el honor de proponer que esta Nota y la nota de respuesta al efecto de V.E., constituyan un Acuerdo entre nuestros dos Gobiernos, 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. la seguridad de mi más alta consideración.

Fernando Morán

Fernándo Morán.

TRANSLATION

Minister of Foreign Affairs

Fernando Moran Lopez

Madrid, May 2, 1983

His Excellency Terence A. Todman
Ambassador of the United States
Madrid

Sir:

I have the honor to acknowledge receipt of your note of February 1, 1983, which reads as follows:

[For the text of the U.S. note, see pp. 1067-1068.]

I have the honor to inform Your Excellency of the Spanish Government's concurrence in the foregoing text.

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

Fernando Moran

Fernando Moran

SWAZILAND

Telecommunications: Radio Communications Between Amateur Stations on Behalf of Third Parties

Arrangement effected by exchange of notes
Dated at Mbabane April 12 and May 27, 1983;
Entered into force June 26, 1983.

The American Embassy to the Swazi Ministry of Foreign Affairs

No. 16

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Kingdom of Swaziland and has the honor to propose that an arrangement be concluded between the United States and Swaziland to permit the exchange of third party messages between the radio amateurs of the United States and the Kingdom of Swaziland.

The Embassy has been authorized to submit for the consideration of the Government of Swaziland, the following proposals:

"Amateur radio stations of Swaziland and of the United States may exchange internationally messages or other communications from or to third parties, provided:

"1. No compensation may be directly or indirectly paid on such messages or communications.

"2. Such communications shall be limited to conversations or messages of a technical or personal nature for which, by reason of their unimportance, recourse to the public telecommunications service is not justified. To the extent that in the event of disaster, the public telecommunications service is not readily available for expeditious handling of communications relating directly

to safety of life or property, such communications may be handled by amateur stations of the respective countries.

"3. This arrangement shall be applicable with respect to all amateur radio stations duly licensed by appropriate authorities of either the United States or Swaziland.

"4. This arrangement shall be subject to termination by either government on sixty days' notice to the other government, by further arrangement between the two governments dealing with the same subject, or by the enactment of legislation in either country inconsistent therewith."

The Embassy has the honour to suggest to the Ministry of Foreign Affairs, providing that the Ministry concurs with the proposal quoted above, that this note, together with the Ministry's note in reply concurring with the proposal, constitute an understanding between the two governments, with respect to this matter, such understanding to be effective 30 days from the time of the Ministry's note in reply.

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

Embassy of the United States of America
Mbabane, April 12, 1983

The Swazi Ministry of Foreign Affairs to the American Embassy

MINISTRY OF FOREIGN AFFAIRS.

NOTE NO.: 38.

The Ministry of Foreign Affairs of the Kingdom of Swaziland presents its compliments to the Embassy of the United States of America and has the honour to acknowledge the receipt of Note No. 16 dated 12th April, 1983 which reads as follows:

[For the English language text, see pp. 1073–1074.]

The Ministry of Foreign Affairs is pleased to advise the Embassy of the United States of America that the foregoing proposal is acceptable to the Government of the Kingdom of Swaziland and that the Embassy's Note together with this reply should be regarded as constituting an arrangement between the two governments which shall enter into force thirty days from the date of this Note.

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

MBABANE.

27th MAY, 1983.

BRAZIL

Scientific and Technological Cooperation

Agreement extending the agreement of December 1, 1971, as amended and extended.
Effected by exchange of notes
Dated at Brasilia May 31, 1983;
Entered into force May 31, 1983.

The Brazilian Ministry of External Relations to the American Embassy

MINISTERIO DAS RELAÇÕES EXTERIORES

DAI/DCTEC/DCS/ 89 /692(B46)(B13)

O Ministério das Relações Exteriores cumprimenta a Embaixada dos Estados Unidos da América e tem a honra de informá-la de que o Governo da República Federativa do Brasil concorda com a prorrogação, por um período adicional de 6 meses, a partir de 1º de junho de 1983, do Acordo para um Programa de Cooperação Científica e Tecnológica entre a República Federativa do Brasil e os Estados Unidos da América, firmado em Brasília, em 01 de dezembro de 1971, com vigência inicial de 5 anos, prorrogado por um período adicional de 5 anos, em 28 de dezembro de 1976, e de 6 meses, em 30 de novembro de 1981, em 01 de junho de 1982 e 30 de novembro de 1982.

2. Caso o Governo dos Estados Unidos da América concorde com os termos da presente nota, passará esta, juntamente com a nota de resposta da Embaixada dos Estados Unidos da América, a constituir um Acordo entre os dois Governos, a entrar em vigor na data da nota de resposta.

Brasília, em 31 de maio de 1983.

TRANSLATION

MINISTRY OF EXTERNAL RELATIONS

No. DAI/DCTEC/DCS/89/692(B46)(B13)

The Ministry of External Relations presents its compliments to the Embassy of the United States of America and has the honor to inform it that the Government of the Federative Republic of Brazil agrees to the extension, for an additional period of six months from June 1, 1983, of the Agreement on a Program of Scientific and Technological Cooperation between the Federative Republic of Brazil and the United States of America, signed at Brasilia on December 1, 1971, which entered into effect initially for five years, and then was extended for an additional period of five years on December 28, 1976, and of six months on November 30, 1981, June 1, 1982, and November 30, 1982.[1]

2. If the Government of the United States of America accepts the foregoing terms this note, together with the reply of the Embassy of the United States of America, will constitute an Agreement between the two Governments to enter into force on the date of the note of reply.

Brasilia, May 31, 1983

[Initialed]

[1] TIAS 7221, 8749, 10398, 10606; 22 UST 1799; 28 UST 8151; 34 UST 1119, 4431.

The American Embassy to the Brazilian Ministry of External Relations

No. 206

The Embassy of the United States of America presents its compliments to the Ministry of External Relations of the Federative Republic of Brazil and has the honor to acknowledge receipt of the Ministry's note number DAI/DCTEC/DCS/89 of May 31, 1983. The Ministry's note proposes, with the agreement of the United States of America, that the Agreement on a Program of Scientific and Technological Cooperation, signed by the Governments of Brazil and the United States on December 1, 1971, and extended several times since that date, be extended for an additional period of six months from June 1, 1983.

In reply, the Embassy informs the Ministry of External Relations of the Federative Republic of Brazil that the Government of the United States of America accepts the terms of the above mentioned note which, with this present note, will constitute an Agreement between the two Governments to enter into force on this date.

The Embassy of the United States of America takes this opportunity to renew to the Ministry of External Relations the assurances of its highest consideration.

Embassy of the United States of America
Brasília, May 31, 1983

PAKISTAN

Trade in Textiles and Textile Products

Agreements amending the agreement of March 9 and 11, 1982.
Effected by exchange of letters
Signed at Washington April 15 and May 31, 1983;
Entered into force May 31, 1983.
And exchange of notes
Signed at Washington October 25 and November 4, 1983;
Entered into force November 4, 1983.

The Deputy Assistant Secretary of State for Trade and Commercial Affairs to the Pakistani Economic Minister

DEPARTMENT OF STATE

Washington, D.C. 20520

APR 15 1983

Mr. Ihsanul Haq
Economic Minister and F.A.
Embassy of Pakistan
2315 Massachusetts Avenue, N.W.
Washington, D.C. 20008

Dear Mr. Haq:

I am writing to you with regard to paragraph 17 of the Agreement between the United States and Pakistan relating to Trade in Cotton Textiles and Textile Products, with annexes, effected by exchange of notes March 9 and March 11, 1982[1] ("the Agreement") and to discussions between representatives of our two Governments concerning the addition of certain items to the agreed list of traditional folklore handicraft textile products.

On behalf of my Government I would like to propose that Annex D of the Agreement be amended to add the following items:

19. Shalwar	Loose baggy pants at waist with drawstring Narrows down to ankle which has /cuffs/ or elastic.
20. Pyjama	A pair of trousers, loose at waist, with either drawstring or hooks and tapering to a tight fit at ankle. It is traditionally a Moghul costume worn by Punjabi women since the 16th century along with a kurta and dupatta (an oblong scarf).
21. Chaddi	Plain shorts worn by young and old as the national outfit while playing Kabadi games. Worn in plain or printed fabric, has drawstring at waist and two side pockets.
22. Plain Kurta	Strip susi shirt made in full sleeve, has front pocket, worn in short and ankle length.
23. Punjabi Kamiz	Sargodha ladies tunic. Worn by the native of district Sargodha; comes with embroidery; knee length.

[1] TIAS 10408.

24. Roomal	Headwear made up of printed or embroidered fabrics. Worn by Muslim devout, both by men and by women.
25. Sindhi Julaba	Traditional printed dresses of ankle length worn by women in the Sind region. Ajrak short dress/sarong long wrap skirt are also worn by men in the area.
26. Sleeveless Kurta	Shisha top from Poshawar made from natural khaddar with mirror work and embroidery.
27. Ghagra	Koprapar Langha. It's a drawstring skirt with Bandni printed design worn by people living in Koprapar suburb of Karachi. Comes in knee and ankle length.

If the above proposal is acceptable to your Government, this letter and your letter of confirmation on behalf of your Government shall constitute an amendment to the Agreement.

Sincerely,

Denis Lamb
Deputy Assistant Secretary for
Trade and Commercial Affairs
Bureau of Economic and
Business Affairs

TIAS 10720

78-500 O—92——35

The Pakistani Economic Minister to the Deputy Assistant Secretary of State for Trade and Commercial Affairs

بسم الله الرحمن الرحيم

EMBASSY OF PAKISTAN
2315 MASSACHUSETTS AVENUE N.W.
WASHINGTON D.C. 20008

From: Mr. Ihsanul Haq,
Economic Minister & F.A.

May 31, 1983

No.12(1)-ED/83

Dear Mr. Lamb,

I am desired to refer to your letter of April 15, 1983 relating to paragraph 17 of the Agreement between the United States and Pakistan relating to Trade in Cotton Textiles and Textile Products, with annexes, effected by exchange of notes March 9 and March 11, 1982 ("the Agreement") and to discussions between representatives of our two Governments concerning the addition of certain items to the agreed list of traditional folklore handicraft textile products.

2. I am desired to accept on behalf of my Government the proposed amendment to Annex D of the Agreement by adding new items 19 to 27 as described in your letter of April 15, 1983.

Yours sincerely,

(Ihsanul Haq)

Mr. Dennis Lamb,
Deputy Assistant Secretary for
Trade and Commercial Affairs,
Bureau of Economic and Business Affairs,
Department of State (Room No.3831)
Washington D.C. 20520

TIAS 10720

The Secretary of State to the Pakistani Ambassador

DEPARTMENT OF STATE
WASHINGTON

October 25, 1983

Excellency:

I have the honor to refer to the Bilateral Textile Agreement between the Government of Pakistan and the United States of America of March 11, 1982 (hereinafter referred to as the Agreement). I have also the honor to refer to consultations between representatives of the Government of the United States of America and the Government of Pakistan held in Washington, D.C. from September 7, to September 21, 1983 concerning the exports of Pakistan in Category 336 (Cotton Dresses).

As result of those consultations and in conformity with Article 6(b) of the Agreement I propose that Annex B of the Agreement be amended to establish the following specific limits for Category 336:

Agreement Year		
1983 (notional)	100,000	Dozen
1984	107,000	Dozen
1985	114,490	Dozen
1986	122,504	Dozen

The specific limit for 1983 is prorated to be 50,000 dozen and covers only July 1 through December 31, 1983.

His Excellency

Lt. General Ejaz Azim,

Ambassador of Pakistan.

TIAS 10720

If the foregoing conforms to the understanding of the Government of Pakistan, this note and your note of confirmation on behalf of the Government of Pakistan shall constitute an Agreement between our two Governments.

Accept, Excellency the renewed assurances of my highest consideration.

For the Secretary of State:

Donald F. Hart [1]

[1] Donald F. Hart.

The Pakistani Ambassador to the Secretary of State

AMBASSADOR OF PAKISTAN

EMBASSY OF PAKISTAN
WASHINGTON, D. C.

November 4, 1983.

Excellency,

I have the honour to refer to your Note of October 25, 1983, proposing amendment to Annex B of the Bilateral Textile Agreement between the Government of Pakistan and the United States of America of March 11, 1982(hereinafter referred to as the Agreement, for the purpose of establishing specific limits for Category 336 for the Agreement years 1983 (notional), 1984, 1985 and 1986.

I confirm on behalf of the Government of Pakistan that the proposal contained in your Note is acceptable to my Government and that your note and this note in reply constitute an agreement between our two Governments.

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

Ejaz Azim

(Ejaz Azim)

The Honourable
George P. Shultz,
Secretary of State,
Department of State,
Washington, D.C.

TIAS 10720

CENTRAL AFRICAN REPUBLIC

Finance: Consolidation and Rescheduling of Certain Debts

Agreement signed at Washington April 29, 1983;
Entered into force June 13, 1983.

AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE CENTRAL AFRICAN REPUBLIC
REGARDING THE CONSOLIDATION AND RESCHEDULING OF
CERTAIN DEBTS OWED TO, OR GUARANTEED
BY THE UNITED STATES GOVERNMENT
THROUGH THE EXPORT-IMPORT BANK OF THE UNITED STATES

The United States of America (the "United States") and the Central African Republic agree as follows:

ARTICLE I

Application of the Agreement

1. In accordance with the recommendations contained in the Agreed Minute on the Consolidation of the Central African Republic's Debts, signed in Paris on June 12, 1981, among representatives of certain nations, including the United States, and agreed to by the representative of the Central African Republic, hereinafter referred to as the "Minute" and annexed hereto as Annex E,[1] the United States and the Central African Republic hereby agree to consolidate and reschedule certain payments of the Central African Republic which are owed to or guaranteed by the United States through the Export-Import Bank of the United States (Eximbank), as provided for in this Agreement.

2. This Agreement shall be implemented by a separate agreement (the "Implementing Agreement"), between the Central African Republic and Eximbank.

[1] Not printed.

ARTICLE II

Definitions

1. "Contracts" means those loan agreements or other financial arrangements which are listed in Annex A and which relate to:

   (a) Commercial credits extended to the Government of the Central African Republic, or covered by its guarantee, guaranteed by the United States through Eximbank, which credits had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1981.

   (b) Loans from the United States through Eximbank to the Government of the Central African Republic or covered by its guarantee, which loans had original maturities of more than one year and which were extended pursuant to an agreement concluded before January 1, 1981.

2. "Debt" means: (A) the sum of principal, interest and fees with respect to the Contracts which was due and unpaid as of January 1, 1981; and (B) the sum of principal, interest and fees which falls due between January 1,1981 and December 31, 1981, inclusive, and which was not yet paid as of June 12, 1981.

3. "Consolidated Debt" means eighty-five percent of the United States dollar amount of the Debt referred to in 2(B) above. "Non-consolidated Debt" means the remaining fifteen percent of the United States dollar amount of the Debt referred to in 2(B) above.

4. "Arrearages" means the United States dollar amount of the Debt referred to in 2(A) above.

5. "Interest" means interest on Debt due and payable in accordance with the terms of this Agreement and on any due and unpaid installments of Interest accruing thereon. Interest shall begin to accrue at the rate set forth in this Agreement: (A) on January 1, 1981 for Arrearages and (B) on the respective due dates specified in each of the Contracts for each scheduled payment of Consolidated Debt; and shall continue to accrue on the outstanding balance of the Debt, including any due but unpaid installments of Debt, until such outstanding balances are repaid in full. Interest shall also begin to accrue at the rate set forth in this Agreement on due but unpaid installments of Interest, on the respective due dates for such Interest installments, as established by this Agreement, and shall continue to accrue until such amounts are repaid in full.

ARTICLE III

Terms and Conditions of Payment

1. The Central African Republic agrees to repay the Consolidated Debt in United States dollars in accordance with the following terms and conditions:

(a) The Consolidated Debt, which amounts to approximately $713,000 shall be repaid in ten equal and consecutive semi-annual installments of approximately $71,300 plus Interest. Principal payments are payable on each June 30 and December 31, commencing on December 31, 1985, with the final installment payable on June 30, 1990.

(b) The rate of Interest on Consolidated Debt and on any due but unpaid Interest thereon shall be determined on a semi-annual basis and will be related to the marginal cost of money to Eximbank as determined by Eximbank prior to the beginning of each six month period. For Interest accruing in 1981, the annual rate shall be 13.27 percent per annum. For Interest accruing in each subsequent six month period, Eximbank shall notify the Central African Republic of the appropriate rate prior to the beginning of such six month period. All Interest

payable with respect to the Consolidated Debt shall be payable semi-annually on June 30 and December 31 of each year, commencing on December 31, 1981.

(c) A table summarizing the amounts of the Consolidated Debt owed to the United States through Eximbank is attached hereto as Annex B.

2. The Central African Republic agrees to pay the Arrearages in United States dollars in accordance with the following terms and conditions:

(a) Eighty-five percent of the Arrearages, which amounts to approximately $5.1 million shall be repaid in ten equal and consecutive semi-annual installments of approximately $510,000 plus Interest. Principal payments are payable each June 30 and December 31, commencing on December 31, 1985, with the final installment payable on June 30, 1990.

(b) The remaining fifteen percent of the Arrearages, which amounts to approximately $900,000, shall be repaid as follows:

-- 3 percent of the total amount of the Arrearages plus Interest no later than December 31, 1981.

-- 4 percent of the total amount of the Arrearages plus Interest on December 31, 1982;

-- 4 percent of the total amount of the Arrearages plus Interest on December 31, 1983;

-- 4 percent of the total amount of the Arrearages plus Interest on December 31, 1984.

(c) The rate of Interest on the Arrearages cited in Article III, paragraphs 2(a) and 2(b) and on any due but unpaid Interest accruing thereon shall be determined in accordance with the provisions described in Article III, paragraph 1(b) of this Agreement. All Interest payable with respect to the Arrearages cited in Article III, paragraphs 2(a) and 2(b) shall be payable semi-annually on June 30 and December 31 of each year, commencing on December 31, 1981 and continuing until such outstanding balances are repaid in full.

(d) A table summarizing the amounts of Arrearages owed to the United States through Eximbank is attached hereto as Annex C.

3. The Central African Republic agress to pay the Non-consolidated Debt in accordance with the following terms and conditions:

(a) The Non-consolidated Debt relating to Debt falling due between January 1, 1981 and December 31, 1981, inclusive, which amounts to approximately $126,000 shall be repaid as originally scheduled in the Contracts. Any such amounts falling due between January 1, 1981, and the date of signing of this Agreement shall be paid one month from the date of signing of this Agreement or on November 12, 1981, whichever arrives first.

(b) Interest on the Non-consolidated Debt cited in Article III, paragraph 3(a), is to be paid according to the terms and conditions of the Contracts and according to the interest rates specified therein.

(c) A table summarizing the amounts of Non-consolidated Debt owed to the United States through Eximbank is attached hereto as Annex D.

4. It is understood that adjustments may be made, as necessary, in the amounts of Arrearages, Consolidated and Non-consolidated Debt by the Implementing Agreement.

ARTICLE IV

General Provisions

1. The Central African Republic agrees to grant the United States and Eximbank, and to any other creditor which is party to a Contract, treatment and terms no less favorable than that which may be accorded to any other creditor country or its agencies for the rescheduling or refinancing of debts covered by the Minute.

2. Except as they may be modified by this Agreement or the subsequent Implementing Agreement, all terms of the Contracts remain in full force and effect.

ARTICLE V

Entry Into Force

1. This Agreement shall enter into force upon receipt by the Central African Republic of written notice from the United States Government that all necessary legal requirements for entry into force of this Agreement have been fulfilled.[1]

Done at Washington, D.C., United States of America in duplicate, this 29th day of April, 1983, in the English and French languages, each text being equally authentic.

FOR THE UNITED STATES OF AMERICA

William B. Milam
Director, Office of Monetary Affairs
Department of State

FOR THE CENTRAL AFRICAN REPUBLIC

Sylvester Bangui
Minister of Economy and Finance

[1] June 13, 1983.

ANNEX A

Contracts Subject to Rescheduling

Export-Import Bank

Direct Credit Numbers

E3282
5475

Financial Guarantee Numbers

EFG3283
ELC3284
FG5476

ANNEX B

Summary of Consolidated Debt*
(millions of U.S. dollars)

	Payments due 1/1/81-12/31/81
Export-Import Bank	0.7

ANNEX C

Summary of Arrearages*
(millions of U.S. dollars)

	Amounts due and unpaid as of 1/1/81
Export-Import Bank	6.0

ANNEX D

Summary of Non-Consolidated Debt*
(millions of U.S. dollars)

	Payments due 1/1/81-12/31/81
Export-Import Bank	0.1

* Data are rounded and subject to revision per Article III, Paragraph 4. [Footnote in the original.]

ACCORD CONÇLU ENTRE
LES ETATS-UNIS D'AMERIQUE
ET LA REPUBLIQUE CENTRAFRICAINE
CONCERNANT LA CONSOLIDATION ET LE REECHELONNEMENT
DE CERTAINES DETTES DUES
AU GOUVERNEMENT DES ETATS-UNIS
OU GARANTIES PAR LE GOUVERNEMENT DES ETATS-UNIS
PAR L'INTERMEDIAIRE DE L'EXPORT-IMPORT BANK DES ETATS-UNIS

Les Etats-Unis d'Amérique (les "Etats-Unis")

et la République centrafricaine sont convenus de ce qui suit:

ARTICLE PREMIER

Application de l'Accord

1. Conformément aux recommandations du Procès-verbal agréé relatif à la consolidation des dettes de la République centrafricaine, signé à Paris le 12 juin 1981 par les représentants de certains pays, y compris les Etats-Unis, agréé par le représentant de la République centrafricaine, dénommé ci-après le "Procès-verbal" et figurant ci-joint à l'Annexe E, les Etats-Unis et la République centrafricaine conviennent par le présent accord de consolider et de rééchelonner certains paiements de la République centrafricaine qui sont dus aux Etats-Unis ou garantis par les Etats-Unis par l'intermédiaire de l'Export-Import Bank des Etats-Unis (Eximbank), comme prévu aux termes du présent Accord.

2. Le présent Accord sera mis en oeuvre par voie d'un accord distinct (l'"Accord de mise en oeuvre") conclu entre la République centrafricaine et l'Eximbank.

ARTICLE II

Définitions

1. Le terme "Contrats" désigne les accords de prêts ou autres arrangements financiers dont la liste figure à l'Annexe A et qui portent sur:

(a) des crédits commerciaux consentis au Gouvernement de la République centrafricaine ou couverts par sa garantie, lesdits crédits commerciaux étant garantis par les Etats-Unis par l'intermédiaire de l'Eximbank, lesquels crédits comportant des échéances initiales de plus d'un an et étant consentis en vertu d'un accord conclu avant le 1er janvier 1981;

(b) des prêts consentis par les Etats-Unis au Gouvernement de la République centrafricaine par l'intermédiaire de l'Eximbank ou couverts par sa garantie, lesquels prêts avaient, à l'origine, des échéances de plus d'un an et étaient consentis en vertu d'un accord conclu avant le 1er janvier 1981.

2. Le terme "Dette" désigne: (A) la somme du principal, des intérêts et des redevances concernant les Contrats qui étaient arrivés à échéance au 1er janvier 1981 et qui étaient demeurés non réglés à la dite date; et (B) la somme du principal, des intérêts et des redevances arrivant à échéance entre le 1er janvier 1981 et le 31 décembre 1981 inclusivement et qui demeuraient non réglés le 12 juin 1981.

3. L'expression "Dette consolidée" désigne quatre-vingt cinq pour cent du montant en dollars des Etats-Unis de la Dette mentionnée au paragraphe 2(B) ci-dessus. L'expression "Dette non consolidée" désigne le solde de quinze pour cent du montant en dollars des Etats-Unis de la Dette mentionnée au paragraphe 2(B) ci-dessus.

4. Le terme "Arriérés" désigne la somme en dollars des Etats-Unis de la Dette mentionnée au paragraphe 2(A) ci-dessus.

5. Le terme "Intérêts" désigne les intérêts sur la Dette, exigibles et payables conformément aux termes du présent Accord, et sur

toute tranche échue et non réglée des intérêts y courus. Les intérêts commenceront de courir au taux stipulé dans le présent Accord: (A) le premier janvier 1981 pour les Arriérés et (B) à compter des dates respectives stipulées dans chacun des Contrats pour chaque paiement prévu de la Dette consolidée et continueront de courir sur le solde non remboursé de la Dette, y compris toute tranche exigible mais non réglée de la Dette, jusqu'à ce que ledit solde ait été entièrement réglé. Les intérêts commenceront également de courir au taux fixé dans le présent Accord sur les tranches d'intérêts exigibles mais non réglées, aux dates d'échéance respectives desdites tranches d'intérêt, comme le prévoit le présent Accord, et continueront de courir jusqu'à ce que lesdites sommes aient été entièrement réglées.

ARTICLE III

Modalités et conditions de paiement

1. La République centrafricaine accepte de rembourser la Dette consolidée en dollars des Etats-Unis conformément aux modalités et conditions suivantes:

   (a) La Dette consolidée, qui se monte à environ 713 000 dollars, sera remboursée en dix tranches semestrielles égales et successives d'environ 71 300 dollars, intérêts en sus. Les paiements du principal sont payables le 30 juin et le 31 décembre de chaque année, à partir du 31 décembre 1985, la dernière tranche étant payable le 30 juin 1990.

(b) Le taux d'intérêt sur la Dette consolidée et sur tous intérêts y relatifs exigibles mais non réglés sera déterminé sur une base semestrielle et sera fonction du coût marginal de l'argent imputable à l'Eximbank tel qu'il seta déterminé par l'Eximbank avant le début de chaque période de six mois. Pour les intérêts courus en 1981, le taux annuel sera de 13,27 pour cent. Pour les intérêts courus durant chacune des périodes de six mois suivantes, l'Eximbank notifiera la République centrafricaine du taux approprié avant le début de ladite période de six mois. Tous les intérêts payables sur la Dette consolidée seront payables semestriellement le 30 juin et le 31 décembre de chaque année, à partir du 31 décembre 1981.

(c) Un tableau récapitulatif des montants de la Dette consolidée due aux Etats-Unis par l'intermédiaire de l'Eximbank figure à l'Annexe B aux présentes.

2. La République centrafricaine convient de payer les Arriérés en dollars des Etats-Unis conformément aux modalités et conditions suivantes:

(a) Quatre-vingt cinq pour cent des Arriérés, qui se montent à environ 5,1 millions de dollars, seront remboursés en dix tranches égales et consécutives d'environ 510 000 dollars, intérêts en sus. Les paiements du principal sont payables le 30 juin et le 31 décembre de chaque année, à partir du 31 décembre 1985, la dernière tranche venant à échéance le 30 juin 1990.

(b) Le reliquat de quinze pour cent des Arriérés, qui se monte à environ 900 000 dollars, sera remboursé comme suit:

-- 3 pour cent du total des Arriérés, intérêts en sus, le 31 décembre au plus tard;

-- 4 pour cent du total des Arriérés, intérêts en sus, le 31 décembre 1982;

-- 4 pour cent du total des Arriérés, intérêts en sus, le 31 décembre 1983;

-- 4 pour cent du total des Arriérés, intérêts en sus, le 31 décembre 1984.

(c) Le taux d'intérêt sur les Arriérés cités aux paragraphes 2(a) et 2(b) de l'Article III et sur tous intérêts exigibles mais non réglés courant sur lesdits Arriérés, sera déterminé conformément aux dispositions du paragraphe 1(b) de l'Article III du présent Accord. Tous les intérêts payables en ce qui concerne les Arriérés cités aux paragraphes 2(a) et 2(b) de l'Article III seront dus tous les six mois, le 30 juin et le 31 décembre de chaque année, à partir du 31 décembre 1981 et continueront d'être réglés jusqu'à ce que lesdits soldes non réglés soient entièrement remboursés.

(d) Un tableau récapitulatif des montants des Arriérés dus aux Etats-Unis par l'intermédiaire de l'Eximbank figure à l'Annexe C aux présentes.

3. La République centrafricaine convient de payer la Dette non consolidée conformément aux modalités et conditions suivantes:

(a) La Dette non consolidée se rapportant à la Dette venant à échéance entre le 1er janvier 1981 et le 31 décembre 1981 inclusivement, qui se monte à environ 126 000 dollars, sera remboursée selon le calendrier initial des Contrats. Ladite Dette non consolidée venant à échéance entre le 1er janvier 1981 et la date de signature du présent Accord sera remboursée un mois après la signature du présent Accord ou le 12 novembre 1981, selon la date qui se présentera la première.

(b) Les intérêts de la Dette non consolidée mentionnés au paragraphe 3(a) de l'Article III doivent être réglés conformément aux modalités et conditions des Contrats et conformément aux taux d'intérêt qui y sont fixés.

(c) Un tableau récapitulatif des montants de la Dette non consolidée due aux Etats-Unis par l'intermédiaire de l'Eximbank figure à l'Annexe D aux présentes.

4. Il est entendu que des ajustements peuvent être apportés, si nécessaire, aux montants des Arriérés, de la Dette consolidée et de la Dette non consolidée par l'Accord de mise en oeuvre.

ARTICLE IV

Dispositions générales

1. La République centrafricaine convient d'accorder aux Etats-Unis et à l'Eximbank, ainsi qu'à tout autre créancier qui est partie à un Contrat,

un traitement et des conditions non moins favorables que ceux qui seraient accordés à tout autre pays créancier ou à ses organismes pour le rééchelonnement ou le refinancement des dettes couvertes par le Procès-verbal.

2. Sauf dans la mesure où elles peuvent être modifiées par le présent Accord ou par l'Accord de mise en oeuvre ultérieur, toutes les conditions des Contrats demeurent entièrement exécutoires.

ARTICLE V

Entrée en vigueur

3. Le présent Accord entrera en vigueur dès réception par la République centrafricaine d'une notification écrite du Gouvernement des Etats-Unis l'avisant que toutes les conditions d'ordre juridique requises pour l'entrée en vigueur du présent Accord ont été remplies.

Fait à Washington, D.C., Etats-Unis d'Amérique, en double exemplaire, ce 29 de avril 1983, en anglais et en français, chaque texte faisant également foi.

POUR LES ETATS-UNIS D'AMERIQUE

William Milam
Directeur, Bureau des Affaires monétaires
Département d'Etat

POUR LA REPUBLIQUE CENTRAFRICAINE

S. Bangui

Sylvester Bangui
Ministre de l'Economie et des Finances

ANNEXE A

Contrats sujets à rééchelonnement

Export-Import Bank

Crédits directs No.

E3282

5475

Garanties financières No.

EFG3283

ELC3284

FG5476

ANNEXE B

Récapitulatif de la Dette consolidée*
(en millions de dollars des Etats-Unis)

	Paiements dus entre le 1/1/81 et le 31/12/81
Export-Import Bank	0,7

ANNEXE C

Récapitulatif des Arriérés
(en millions de dollars des Etats-Unis)

	Montants dus et non réglés au 1/1/81
Export-Import Bank	6

ANNEXE D

Récapitulatif de la Dette non consolidée*
(en millions de dollars des Etats-Unis)

	Paiements dus entre le 1/1/81 et le 31/12/81
Export-Import Bank	0,1

* Les chiffres ont été arrondis et sont sujets à révision aux termes du paragraphe 4 de l'Article III.

COLOMBIA

Atomic Energy: Cooperation for Civil Uses

Agreement signed at Bogota January 8, 1981;
Entered into force September 7, 1983.
With exchange of notes.

AGREEMENT FOR COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA CONCERNING CIVIL USES OF NUCLEAR ENERGY

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

Considering their close cooperation in the development, use and control of peaceful uses of nuclear energy pursuant to the Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of Colombia Concerning Civil Uses of Atomic Energy, signed April 9, 1962 and amended on February 24, 1967;[1]

Reaffirming their commitment to ensuring that the international development and use of nuclear energy for peaceful uses are carried out under arrangements which will to the maximum possible extent further the objectives of the Treaty for the Prohibition of Nuclear Weapons in Latin America [2] and the Treaty on the Non-Proliferation of Nuclear Weapons;[3]

Desiring to continue and expand their cooperation in this field;

Affirming their support of the objectives of the Statute of the International Atomic Energy Agency [4] ("IAEA") and their desire to promote full implementation of the Treaty for the Prohibition of Nuclear Weapons in Latin America; and

Mindful that peaceful nuclear activities must be

[1] TIAS 5330, 6943; 14 UST 388; 21 UST 1998.
[2] Done Feb. 14, 1967. TIAS 7137; 22 UST 762.
[3] Done July 1, 1968. TIAS 6839; 21 UST 483.
[4] Done Oct. 26, 1956. TIAS 3873; 8 UST 1093.

undertaken with a view to protecting the international environment from radioactive, chemical and thermal contamination;

Have agreed as follows:

ARTICLE 1 - SCOPE OF COOPERATION

1. The United States and Colombia shall cooperate in the use of nuclear energy for peaceful purposes in accordance with the provisions of this agreement and their applicable treaties, national laws, regulations and license requirements.

2. Transfers of information, material, equipment, and components under this agreement may be undertaken directly between the parties or through authorized persons under their jurisdiction. Such transfers shall be subject to this agreement and to such additional terms and conditions as may be agreed by the parties.

3. Material, equipment and components transferred from the territory of one party to the territory of the other party for peaceful purposes, whether directly or through a third country, will be regarded as having been transferred pursuant to the agreement only upon confirmation, by the appropriate Government authority of the recipient party to the appropriate Government authority of the supplier party, that such material, equipment or components will be subject to the agreement.

4. Cooperation under this agreement shall require the application of IAEA safeguards with respect to all nuclear activities within the territory of Colombia, under its jurisdiction or carried out under its control anywhere.

Implementation of the safeguards agreement between Colombia and the IAEA concluded on July 27, 1979, pursuant to Article 13 of the Treaty for the Prohibition of Nuclear Weapons in Latin America shall be considered to fulfill the requirement stated in the foregoing sentence.

ARTICLE 2 - DEFINITIONS

For the purposes of this agreement:

(A) "By-product 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;

(B) "Component" means a component part of equipment or other item, so designated by agreement of the parties;

(C) "Equipment" means any production or utilization facility (including uranium enrichment and nuclear fuel reprocessing facilities), or any facility for the production of heavy water or the fabrication of nuclear fuel containing plutonium, or any other item so designated by agreement of the parties;

(D) "High enriched uranium" means uranium enriched to twenty percent or greater in the isotope 235;

(E) "Low enriched uranium" means uranium enriched to less than twenty percent in the isotope 235;

(F) "Major critical component" means any part or group of parts essential to the operation of a sensitive nuclear facility;

(G) "Material" means source material, special nuclear material or by-product material, radioisotopes other than by-product material, moderator material, or any other such substance so designated by agreement of the parties;

(H) "Moderator material" means heavy water, or graphite or beryllium of a purity suitable for use in a reactor to slow down high velocity neutrons and increase the likelihood of further fission, or any other such material so designated by agreement of the parties;

(I) "Parties" means the Government of the United States of America and the Government of the Republic of Colombia;

(J) "Person" means any individual or any entity subject to the jurisdiction of either party but does not include the parties to this agreement;

(K) "Peaceful purposes" include the use of information, material, equipment and components in such fields as research, power generation, medicine, agriculture and industry but do not include use in, research on or development of any nuclear explosive device, or any military purpose;

(L) "Previous agreement" means the Agreement for Cooperation between the Government of the United States of America and the Government of the Republic of Colombia Concerning Civil Uses of Atomic Energy, signed

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on April 9, 1962 and amended on February 24, 1967;

(M) "Production facility" means any nuclear reactor designed or used primarily for the formation of plutonium or uranium 233, any facility designed or used for the separation of the isotopes of uranium or plutonium, any facility designed or used for the processing of irradiated materials containing special nuclear material, or any other item so designated by agreement of the parties;

(N) "Reactor" means any apparatus, other than a nuclear weapon or other nuclear explosive device, in which a self-sustaining fission chain reaction is maintained by utilizing uranium, plutonium or thorium, or any combination thereof;

(O) "Restricted data" means all data concerning (i) design, manufacture, or utilization of nuclear weapons, (ii) the production of special nuclear material, or (iii) 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 United States;

(P) "Sensitive nuclear facility" means any facility designed or used primarily for uranium enrichment, reprocessing of nuclear fuel, heavy water production, or fabrication of nuclear fuel containing plutonium;

(Q) "Sensitive nuclear technology" means any information (including information incorporated in equipment or an important component) which is not in the public domain and which is important to the design, construction, fabrication, operation or maintenance

of any sensitive nuclear facility, or other such information which may be so designated by agreement of the parties;

(R) "Source material" means (i) uranium, thorium, or any other material so designated by agreement of the parties, or (ii) ores containing one or more of the foregoing materials, in such concentration as the parties may agree from time to time;

(S) "Special nuclear material" means (i) plutonium, uranium 233, or uranium enriched in the isotope 235, or (ii) any other material so designated by agreement of the parties; and

(T) "Utilization facility" means any reactor other than one designed or used primarily for the formation of plutonium or uranium 233.

ARTICLE 3 - TRANSFER OF INFORMATION

1. Information concerning the use of nuclear energy for peaceful purposes may be transferred. Fields which may be covered include, but shall not be limited to, the following;

(A) Development, design, construction, operation, maintenance and use of reactors and reactor experiments;

(B) The use of material in physical and biological research, medicine, agriculture and industry;

(C) Exploration for and development of uranium resources;

(D) Fuel cycle studies of ways to meet future worldwide civil nuclear needs, including multilateral

approaches to guaranteeing nuclear fuel supply and appropriate techniques for management of nuclear wastes;

(E) Safeguards and physical security of materials, equipment and components;

(F) Health, safety and environmental considerations related to the foregoing; and

(G) Assessing the role nuclear power may play in national energy plans.

2. This agreement does not require the transfer of any information which the parties are not permitted to transfer.

3. Restricted data shall not be transferred under this agreement.

4. Sensitive nuclear technology shall not be transferred under this agreement unless provided by an amendment to this agreement.

ARTICLE 4 - TRANSFER OF MATERIAL, EQUIPMENT, AND COMPONENTS

1. Material, equipment and components may be transferred for applications consistent with this agreement. However, sensitive nuclear facilities and major critical components shall not be transferred under this agreement unless provided by an amendment to this agreement.

2. Low enriched uranium may be transferred for use as fuel in reactors and in reactor experiments, for conversion or fabrication, or for such other purposes as the parties may agree.

3. Special nuclear material other than low enriched uranium and material contemplated under paragraph 6 may, if the parties agree, be transferred for specified applications where technically and economically justified or where justified for the development and demonstration of reactor fuel cycles to meet energy security and non-proliferation objectives.

4. The quantity of special nuclear material transferred under this agreement shall not at any time be in excess of the quantity the parties agree is necessary for any of the following purposes: the loading of reactors or use in reactor experiments, the efficient and continuous operation of such reactors or conduct of such reactor experiments, and the accomplishment of other purposes as may be agreed by the parties. If high enriched uranium in excess of the quantity required for these purposes exists in Colombia, the United States shall have the right to require the return of any high enriched uranium transferred pursuant to this agreement (including irradiated high enriched uranium) which contributes to this excess. If this right is exercised, the parties shall make appropriate commercial arrangements which shall not be subject to any further agreement between the parties as otherwise contemplated under articles 5 and 6.

5. Any high enriched uranium transferred pursuant to this agreement shall not be at a level of enrichment in the isotope 235 in excess of levels to which the parties agree are necessary for the purposes described in paragraph 4.

6. Small quantities of material, including special

nuclear material, may be transferred for use as samples, standards, detectors, targets and such other purposes as the parties may agree. Transfers pursuant to this paragraph shall not be subject to the quantity limitations in paragraph 4.

7. The United States shall endeavor to take such actions as may be necessary to ensure a reliable supply of nuclear fuel to Colombia, including the export of nuclear material on a timely basis and the availability of the capacity to carry out this undertaking during the period of this agreement.

ARTICLE 5 - STORAGE AND RETRANSFERS

1. Material transferred pursuant to this agreement and material used in or produced through the use of any material or equipment transferred pursuant to this agreement may be stored by either party, except that each party guarantees that no such plutonium or uranium 233 (except as contained in irradiated fuel elements) or high enriched uranium, over which it has jurisdiction, shall be stored in any facility that has not been agreed to in advance by the parties.

2. Material, equipment or components transferred pursuant to this agreement and any special nuclear material produced through the use of any such material or equipment may be transferred by the recipient party, except that such party guarantees that any such material, equipment, components or special nuclear material, over which it has jurisdiction, shall not be

transferred to unauthorized persons or, unless the parties agree, beyond its territorial jurisdiction.

ARTICLE 6 - REPROCESSING AND ENRICHMENT

1. Each party guarantees that material transferred to and under its jurisdiction pursuant to this agreement and material used in or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this agreement shall not be reprocessed unless the parties agree.
Each party guarantees that any plutonium, uranium 233, high enriched uranium, or irradiated source or special nuclear material transferred to and under its jurisdiction pursuant to this agreement or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this agreement shall not, unless the parties agree, be altered in form or content, except by irradiation or further irradiation.

2. Each party guarantees that no uranium transferred to and under its jurisdiction pursuant to this agreement, and no uranium used in any equipment so transferred and under its jurisdiction shall be enriched after transfer unless the parties agree.

ARTICLE 7 - PHYSICAL SECURITY

1. Each party guarantees that adequate physical security shall be maintained with respect to any

material and equipment transferred to and under its jurisdiction pursuant to this agreement and with respect to any special nuclear material used in or produced through the use of any material or equipment transferred to and under its jurisdiction pursuant to this agreement.

2. The parties agree to the levels for the application of physical security set forth in the Annex, which levels may be modified by mutual consent of the parties. The parties shall maintain adequate physical security measures in accordance with such levels. These measures shall as a minimum provide protection comparable to that set forth in document INFCIRC/225/Revision 1 of the International Atomic Energy Agency entitled, "The Physical Protection of Nuclear Material", or in any revision of that document agreed to by the parties.

3. The adequacy of physical security measures maintained pursuant to this article shall be reviewed by the parties periodically and whenever either party is of the view that revised measures may be required to maintain adequate physical security.

4. Each party shall identify those agencies or authorities having responsibility for ensuring that levels of physical security are adequately met and having responsibility for coordinating response and recovery operation in the event of unauthorized use or handling of material subject to this article. Each party shall also designate points of contact within its national authorities to cooperate on matters of out-of-country transportation and other matters of mutual concern.

5. The provisions of this article shall be

implemented in such a manner as to avoid hampering, delay or undue interference in the parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

ARTICLE 8 - NO EXPLOSIVE OR MILITARY APPLICATION

Each party guarantees that no material, equipment or components transferred to and under its jurisdiction pursuant to this agreement and no material used in or produced through the use of any material, equipment or components so transferred to and under its jurisdiction shall be used for any nuclear explosive device, for research on or development of any nuclear explosive device, or for any military purpose.

ARTICLE 9 - SAFEGUARDS

1. Material transferred to Colombia pursuant to this agreement and any source or special nuclear material used in or produced through the use of any material, equipment, or components transferred pursuant to this agreement shall be subject to safeguards in accordance with the agreement between Colombia and the IAEA for the Application of Safeguards in Connection with the Treaty for the Prohibition of Nuclear Weapons in Latin America (Treaty of Tlatelolco) concluded on July 27, 1979.

2. If the United States or Colombia becomes aware

of circumstances which demonstrate that the IAEA for any reason is not or will not be applying safeguards in accordance with the agreement as provided for in paragraph 1, to ensure effective continuity of safeguards the parties shall immediately enter into arrangements which conform with IAEA safeguards principles and procedures and with the coverage required by that paragraph, and which provide assurance equivalent to that intended to be secured by the system they replace.

3. If either party becomes aware of circumstances referred to in paragraph 2, the United States shall have the rights listed below. These rights shall be suspended if the United States agrees that the need to exercise such rights is being satisfied by the application of IAEA safeguards under arrangements pursuant to paragraph 2.

(A) To review in a timely fashion the design of any equipment which is to be transferred pursuant to the agreement, or of any facility which is to use, fabricate, process, or store any material so transferred or any special nuclear material used in or produced through the use of such material or equipment;

(B) To require the maintenance and production of records for the purpose of assisting in ensuring accountability for material transferred pursuant to the agreement and any source material or special nuclear material used in or produced through the use of any material, equipment or components so transferred; and

(C) To designate personnel acceptable to Colombia who shall have access to all places and data necessary to account for the material referred to in subparagraph (B), to inspect any equipment or facility referred to in subparagraph (A), and to install any devices and make such independent measurements as may be deemed necessary to account for such material.

Colombia shall not unreasonably withhold its acceptance of such personnel designated by the United States under this subparagraph. Such personnel shall, if either party so requests, be accompanied by personnel designated by Colombia.

4. Each party shall establish and maintain a system of accounting for and control of all material transferred pursuant to this agreement and any material used in or produced through the use of any material, equipment or components so transferred, the procedures of which shall be comparable to those set forth in IAEA document INFCIRC/153 (corrected), or in any revision of that document agreed to by the parties.

5. Upon the request of either party, the other party shall report or permit the IAEA to report to the requesting party on the status of all inventories of any materials subject to paragraph 1 of this article.

6. Design information relevant to safeguards for new equipment required to be safeguarded under this agreement shall be provided to the IAEA upon its request in a timely fashion.

7. Each party guarantees it shall take such measures as are necessary to maintain and facilitate the

application of safeguards provided for under this article.

8. The provisions of this article shall be implemented in such a manner as to avoid hampering, delay or undue interference in the parties' nuclear activities and so as to be consistent with prudent management practices required for the economic and safe conduct of their nuclear programs.

ARTICLE 10 - MULTIPLE SUPPLIER CONTROLS

If an agreement between either party and another nation or group of nations provides such other nation or group of nations rights equivalent to any or all of those set forth under articles 5, 6, or 7 with respect to material, equipment or components subject to this agreement, the parties may, upon the request of either of them, agree that the implementation of such rights will be accomplished by such other nation or group of nations.

ARTICLE 11 - CESSATION OF COOPERATION

1. If either party at any time following entry into force of this agreement,

(A) does not comply with the provisions of articles 5, 6, 7, 8 or 9, or

(B) terminates, abrogates or materially violates an IAEA safeguards agreement, the other party shall have

rights to cease further cooperation under this agreement and to require the return of any material, equipment and components transferred under this agreement and any special nuclear material produced through their use.

2. If Colombia at any time following entry into force of this agreement detonates a nuclear explosive device, the United States shall have the same rights as specified in paragraph 1.

3. If either party exercises its rights under this article to require the return of any material, equipment or components, it shall, after removal from the territory of the other party, reimburse the other party the fair market value of such material, equipment or components. In the event this right is exercised, the parties shall make such other appropriate arrangements as may be required which shall not be subject to any further agreement between the parties as otherwise contemplated under articles 5 and 6.

ARTICLE 12 - PREVIOUS AGREEMENT TERMINATED

1. The "Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of Colombia Concerning Civil Uses of Atomic Energy" signed on April 9, 1962, as amended, expired on March 28, 1977. The exchange of notes of March 28, 1977,[1] which extended the terms and conditions of that agreement, as amended, with regard to material and equipment subject to it, shall terminate on the date this agreement enters into force.

[1] TIAS 8555; 28 UST 2399.

2. Cooperation initiated under the previous agreement shall continue in accordance with the provisions of the present agreement.
All the provisions of this agreement shall apply to material and equipment subject to the previous agreement.

ARTICLE 13 - CONSULTATIONS AND ENVIRONMENTAL PROTECTION

1. The parties undertake to consult at the request of either party regarding the implementation of this agreement and the development of further cooperation in the field of peaceful uses of nuclear energy.

2. The parties shall consult, with regard to activities under this agreement, to identify the international environmental implications arising from such activities and shall cooperate in protecting the international environment from radioactive, chemical or thermal contamination arising from peaceful nuclear activities under this agreement and in related matters of health and safety.

ARTICLE 14 - ENTRY INTO FORCE AND DURATION

1. Each of the parties shall provide the other party with written notification when it has complied with its applicable requirements for entry into force of this agreement. This agreement shall enter into force on the date on which the later of such notification is received,[1] and shall remain in force for a period of

[1] Sept. 7, 1983.

thirty (30) years. The parties may extend this term for additional periods.

2. Notwithstanding the suspension, termination or expiration of this agreement or any cooperation hereunder for any reason, articles 5, 6, 7, 8, 9 and 11 shall continue in effect so long as any material, equipment or components subject to these articles remains in the territory of the party concerned or under its jurisdiction or control anywhere, or until such time as the parties agree that such material, equipment or components are no longer useable for any nuclear activity relevant from the point of view of safeguards.

3. Each party shall have the right to terminate cooperation under this agreement after giving one year's notice of its intent to do so, subject to the conditions set forth in paragraph 2.

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

DONE at Bogota, this eighth day of January 1981, in duplicate, in the English and Spanish languages, both equally authentic.

[1] [2]

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE REPUBLIC OF COLOMBIA

[SEAL]

[1] Thomas David Boyatt.
[2] Diego Uribe Vargas.

ANNEX

Pursuant to paragraph 2 of article 7, the agreed levels of physical security to be ensured by the competent national authorities in the use, storage and transportation of the materials listed in the attached table shall as a minimum include protection characteristics as follows.

CATEGORY III

Use and storage within an area to which access is controlled. Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and regulation of supplier and recipient states, respectively, in case of international transport specifying time, place and procedures for transferring transport responsibility.

CATEGORY II

Use and storage within a protected area to which access is controlled, i.e., an area under constant surveillance by guards or electronic devices, surrounded by a physical barrier with a limited number of points of entry under appropriate control, or any area with an equivalent level of physical protection. Transportation under special precautions including prior arrangements among sender, recipient and carrier, and prior agreement between entities subject to the jurisdiction and

regulation of supplier and recipient states, respectively, in case of international transport, specifying time, place and procedures for transferring transport responsibility.

CATEGORY I

Materials in this category shall be protected with highly reliable systems against unauthorized use as follows:

Use and storage within a highly protected area, i.e., a protected area as defined for category II above, to which, in addition, access is restricted to persons whose trust-worthiness has been determined, and which is under surveillance by guards who are in close communication with appropriate response forces. Specific measures taken in this context shall have as their objective the detection and prevention of any assault, unauthorized access or unauthorized removal of material.

Transportation under special precautions as identified above for transportation of category II and III materials and, in addition, under constant surveillance by escorts and under conditions which assure close communication with appropriate response forces.

TABLE: CATEGORIZATION OF NUCLEAR MATERIAL[e]

Material	Form	I	Category II	III
1. Plutonium[a,f]	Unirradiated[b]	2kg or more	Less than 2kg but more than 500g	500 f or less[c]
2. Uranium-235[d]	Unirradiated[b]			
	- uranium enriched to 20% ^{235}U or more	5kg or more	Less than 5kg but more than 1kg	1 kg or less[c]
	- uranium enriched to 10% ^{235}U but less than 20%	-	10 kg or more	Less than 10 kg[c]
	- uranium enriched above natural, but less than 10% 235U	-	-	10 kg or more
3. Uranium-233	Unirradiated[b]	2kg or more	Less than 2kg but more than 500g	500 g or less[c]

a. All plutonium except that with isotopic concentration exceeding 80% in plutonium-238.
b. Material not irradiated in a reactor or material irradiated in a reactor but with a radiation level equal to or less than 100 rads/hour at one meter unshielded.
c. Less than a radiologically significant quantity should be exempted.
d. Natural uranium, depleted uranium and thorium and quantities of uranium enriched to less than 10% not falling in Category III should be protected in accordance with prudent management practice.
e. Irradiated fuel should be protected as Category I, II or III nuclear material depending on the category of the fresh fuel. However, fuel which by virtue of its original fissile material content is included as Category I or II before irradiation should only be reduced one Category level, while the radiation level from the fuel exceeds 100rads/h at one meter unshielded.
f. The State's competent authority should determine if there is a credible threat to disperse plutonium malevolently. The State should then apply physical protection requirements for category I, II or III of nuclear material, as it deems appropriate and without regard to the plutonium quantity specified under each category herein, to the plutonium isotopes in those quantities and forms determined by the State to fall within the scope of the credible dispersal threat.

[Footnotes in the original.]

CONVENIO PARA LA COOPERACION ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DE COLOMBIA RELATIVO A LOS USOS CIVILES DE LA ENERGIA NUCLEAR

El Gobierno de los Estados Unidos de América y el Gobierno de Colombia, considerando su estrecha cooperación en el desarrollo, uso y control de lasusos y control de los usos pacíficos de la energía nuclear, de conformidad con el Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Colombia en relación con Usos Civiles de Energía Atómica, firmado el 9 de abril de 1962 y enmendado el 24 de febrero de 1967;

Reafirmando su compromiso de asegurar que el desarrollo y el uso internacionales de la energía nuclear para fines pacíficos se lleven a cabo según arreglos que promuevan al máximo los objetivos del Tratado para la Proscripción de las Armas Nucleares en la América Latina y del Tratado sobre la No Proliferación de Armas Nucleares;

Deseando continuar y ampliar su cooperación en este campo;

Afirmando su apoyo a los objetivos del estatuto del Organismo Internacional de Eneraía Atómica (OIEA) y su deseo de promover la aplicación completa del Tratado para la Proscripción de las Armas Nucleares en la América Latina;

Teniendo presente que las actividades nucleares de carácter pacífico deben emprenderse con miras a proteger el medio ambiente internacional con

tra la contaminación radioactiva, química y térmica;

Han acordado lo siguiente:

ARTICULO I

ALCANCE DE LA COOPERACION

1.- Los Estados Unidos de América y Colombia cooperarán en el uso de la energía nuclear para fines pacíficos, de conformidad con las disposiciones del presente Convenio y los tratados, leyes, requisitos en materia de licencias y reglamentos nacionales que le sean aplicables.

2.- Las transferencias de información, material, equipo y componentes en virtud del presente Convenio podrán realizarse directamente entre las partes o a través de personas autorizadas bajo su jurisdicción. Dichas transferencias estarán sujetas a este Convenio y a los términos y condiciones adicionales que fueren acordados por las partes.

3.- Todo el material, el equipo y los componentes transferidos del territorio de una parte al territorio de la otra parte para fines pacíficos, bien sea directamente o a través de un tercer país, se considerarán transferidos con arreglo al Convenio solamente al confirmarse por la autoridad gubernamental competente de la parte recipiente a la autoridad gubernamental competente de la parte suministradora, que el material, el equipo y los componentes antedichos estarán sujetos a las disposiciones del Convenio.

4.- La cooperación en virtud del presente Convenio requerirá la aplicación de salvaguardias del OIEA con respecto a todas las actividades nucleares realizadas dentro del territorio de Colombia, bajo su jurisdicción o realizadas bajo su control en cualquier lugar. Se considerará que la aplicación del Acuerdo de Salvaguardias

suscrito entre Colombia y el OIEA el 27 de julio de 1979 de conformidad con el artículo 13 del Tratado para la Proscripción de las Armas Nucleares en la América Latina, cumple con lo estipulado en la frase precedente.

ARTICULO II

DEFINICIONES.-

Para los fines del presente Convenio:

(A) "Subproductos" significa cualquier material radioactivo (salvo material nuclear especial) producido o convertido en radioactivo mediante exposición a la radiación incidente al proceso de producción o utilización de material nuclear especial.

(B) "Componente" significa la parte integrante de un equipo o cualquier otro ítem designado así por acuerdo de las partes.

(C) "Equipo" significa cualquier instalación para la producción o utilización (inclusive las instalaciones para el enriquecimiento del uranio y el reprocesamiento de combustible nuclear), o cualquier instalación para la producción de agua pesada o la fabricación de combustible nuclear que contenga plutonio, o cualquier otro ítem que haya sido designado así por acuerdo entre las partes.

(D) "Uranio de alto grado de enriquecimiento" significa uranio enriquecido al 20 por ciento o más en el isótopo 235.

(E) "Uranio de bajo grado de enriquecimiento" significa uranio enriquecido a menos del 20 por ciento en el isótopo 235.

(F) "Componente crítico principal" significa cualquier parte o grupo de partes esenciales para la operación de una instalación nuclear de carácter sensitivo.

(G) "Material" significa cualquier material básico, material nuclear especial, subproductos, radioisótopos a excepción de los subproductos, material moderador o cualquier otra sustancia análoga que haya sido designada así mediante acuerdo entre las partes.

(H) "Material moderador" significa agua pesada o grafito o berílio de una pureza apropiada para su uso en un reactor, con el fin de disminuir la velocidad de los neutrones rápidos y aumentar la probabilidad de fisión adicional o cualquier otro material análogo que haya sido designado así mediante acuerdo entre las partes.

(I) "Partes" significa el Gobierno de los Estados Unidos de América y el Gobierno de la República de Colombia.

(J) "Persona" significa cualquier individuo o entidad sujetos a la jurisdicción de cualquiera de las partes, pero no incluye las partes del presente Convenio.

(K) "Fines pacíficos" incluye el uso de información, material, equipo y componentes en sectores tales como investigación, generación de energía, medicina, agricultura e industria, pero no incluye el uso en trabajos de investigación sobre cualquier dispositivo nuclear explosivo o desarrollo de los mismos, ni en cualquier fin militar.

(L) "Convenio anterior" significa el Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Colombia en relación con los Usos Civiles de Energía Atómica, firmado el 9 de abril de 1962 y enmendado el 24 de febrero de 1967.

(M) "Instalación para producción" significa cualquier reactor nuclear diseñado o usado primordialmente para la formación de plutonio o uranio 233, cualquier instalación diseñada o usada para la separación de los isótopos de uranio o plutonio, cualquier instalación diseñada o usada para el procesamiento de materiales irradiados que contengan material nuclear especial, o cualquier otro ítem que haya sido designado así mediante acuerdo entre las partes.

(N) "Reactor" significa cualquier aparato que no sea un arma nuclear ni otro dispositivo nuclear explosivo, en el que se mantenga una reacción en cadena de fisión autosostenida, mediante el uso de uranio, plutonio o torio, o cualquier combinación de los mismos.

(O) "Datos restringidos" significa todos los datos referentes: (I) Al diseño, a la manufactura o utilización de armas nucleares, (II) a la producción de material nuclear especial, o (III) al uso de material nuclear especial en la generación de energía, pero no incluirá datos desclasificados o que hayan sido excluídos de la categoría de datos restringidos por los Estados Unidos de América.

(P) "Instalación nuclear de carácter sensitivo" significa cualquier instalación diseñada o usada principalmente para enriquecer uranio, reelaborar combustible nuclear, producir agua pesada o fabricar combustible nuclear que contenga plutonio.

(Q) "Tecnología nuclear de carácter sensitivo" significa cualquier información (inclusive la que esté incorporada en el equipo o un componente importante), que no pertenezca al dominio público y que sea de importancia para el diseño, construcción, fabricación, operación o mantenimiento de cualquier instalación nuclear de carácter sensitivo, u otra información análoga que puede ser designada así mediante acuerdo entre las partes.

(R) "Material básico" significa (I) Uranio, torio o cualquier otro material que haya sido así designado mediante acuerdo entre las partes, o (II) minerales que contengan uno o más de los materiales antedichos en el grado de concentración que sea convenido de vez en cuando por las partes.

(S) "Material nuclear especial" significa (I) Plutonio, uranio 233, o uranio enriquecido en el isótopo 235, o (II) cualquier otro material que haya sido designado así mediante acuerdo entre las partes.

(T) "Instalación para la utilización" significa cualquier reactor que no haya sido diseñado o usado con el propósito principal de formar plutonio o uranio 233.

ARTICULO III

TRANSFERENCIA DE INFORMACION

1.- Puede transferirse información con respecto al uso de energía nuclear para fines pacíficos, Los sectores que podrían cubrirse abarcan los siguientes, sin que se limiten a ellos.

(A) Desarrollo, diseño, construcción, operación, mantenimiento y uso de reactores y experimentos con reactores;

(B) El uso de material en trabajos de investigación física y biológica, medicina, agricultura e industria;

(C) Exploración y desarrollo de los recursos de uranio;

(D) Estudios sobre el ciclo del combustible para hallar métodos que permitan hacer frente a las futuras necesidades mundiales en materia de energía nuclear para usos civiles, incluyendo enfoques multilaterales para garantizar el suministro de combustible nuclear y técnicas apropiadas para el control de desechos nucleares;

(E) Salvaguardias y seauridad física de materiales, equipo y componentes;

(F) Consideraciones de salud, seguridad y del ambiente relativas a lo antedicho; y

(G) Evaluación del papel que la energía nuclear puede desempeñar en los planes energéticos nacionales.

2.- El presente Convenio no requiere la transferencia de información que a las partes les está prohibido transferir.

3.- En virtud del presente Convenio no se transferirán datos restringidos.

4.- En virtud del presente Convenio no se transferirá tecnología nuclear de carácter sensitivo a menos que así se disponga por medio de una enmienda a este Convenio.

ARTICULO IV

TRANSFERENCIA DE MATERIAL, EQUIPO Y COMPONENTES.-

1.- Material, equipo y componentes podrán ser transferidos para aplicaciones compatibles con este Convenio. Sinembargo, no serán transferidas instalaciones nucleares de carácter sensitivo ni componentes críticos principales conforme a este Convenio, a menos que se estipule así mediante una modificación a este Convenio.

2.- Se podrá transferir uranio de bajo grado de enriquecimiento para que sea usado como combustible en reactores y en experimentos con reactores, para la conversión o la fabricación o para otros fines análogos que las partes acuerden.

3.- Si las partes así lo acuerdan, se podrá transferir material nuclear especial que no sea uranio de bajo grado de enriquecimiento ni material previsto con arreglo al párrafo 6, para determinadas aplicaciones, cuando esté técnica y eco

nómicamente justificado, o cuando esté justificado para el desarrollo y la demostración de ciclos de combustible del reactor para cumplir objetivos de no proliferación y seguridad energética.

4.- La cantidad de material nuclear especial transferido en virtud del presente Convenio no excederá en ningún momento a la que las partes acuerden que es necesaria para cualquiera de los fines siguientes: La carga de reactores o su uso en experimentos con reactores, la eficaz y continua operación de dichos reactores o la ejecución de dichos experimentos con reactores y la realización de otros objetivos que las partes pudieran acordar. Si se encontrare en Colombia uranio altamente enriquecido en exceso de la cantidad necesaria para estos fines, los Estados Unidos tendrán el derecho de exigir la devolución de cualquier uranio de alto grado de enriquecimiento transferido de conformidad con el presente Convenio (inclusive el uranio irradiado de alto grado de enriquecimiento) que contribuya a dicho exceso. Si se ejerciere este derecho, las partes concertarán los arreglos comerciales adecuados que no estarán sujetos a ningún otro acuerdo posterior entre las partes, como de otro modo se prevé según los artículos V y VI.

5.- Cualquier uranio de alto grado de enriquecimiento transferido conforme a este Convenio no tendrá un nivel de enriquecimiento en el isótopo 235 superior a los niveles que las partes acuerden que son los necesarios para los fines descritos en el parágrafo 4.

6.- Podrán transferirse pequeñas cantidades de material, incluyendo material nuclear especial, para su uso como muestras, patrones, detectores, blancos y otros fines que las partes pudieran acordar. Las transferencias realizadas de conformidad con este párrafo no estarán sujetas a las limitaciones de cantidad estipuladas en el parágrafo 4.

7.- Los Estados Unidos se esforzarán por adoptar las medidas necesarias a fin de garantizar un suministro seguro de combustible nuclear a Colombia, inclusive la puntual exportación de material nuclear y la disponibilidad de la capacidad para llevar a cabo esta empresa durante el período de vigencia del presente Convenio.

ARTICULO V

ALMACENAMIENTO Y TRANSFERENCIAS

1.- El material transferido con arreglo al presente Convenio, y el material usado en cualquier material o equipo transferido con arreglo al presente Convenio, o producido mediante el uso de dicho material o equipo podrán ser almacenados por cualquiera de las partes, salvo que cada parte garantice que no almacenará tal plutonio o uranio 233 (excepto los que estén contenidos en los elementos irradiados del combustible), ni uranio de alto grado de enriquecimiento sobre el que tenga jurisdicción, en ninguna instalación que no haya sido acordada con antelación por las partes.

2.- Material, equipo, o componentes transferidos conforme a este Convenio y cualquier material nuclear especial producido mediante el uso de dicho material o equipo, podrán ser transferidos por el país receptor, salvo que tal parte garantice que dichos material, equipos, componentes o el material nuclear especial, sobre los cuales tiene jurisdicción, no serán transferidos a personas no autorizadas ni, a menos que las partes así lo acuerden, más allá de su jurisdicción territorial.

ARTICULO VI

REPROCESAMIENTO Y ENRIQUECIMIENTO

1.- Cada parte garantiza que el material transferido a su jurisdicción y que

esté bajo la misma conforme al presente Convenio y el material usado en cualquier material o equipo transferido a su jurisdicción y que esté bajo la misma conforme a este Convenio o producido mediante el uso de dicho material o equipo, no serán reprocesados, a menos que las partes así lo acuerden. Cada parte garantiza que ningún plutonio, uranio 233, uranio altamente enriquecido, material básico o material nuclear especial irradiados, transferidos a su jurisdicción y que estén bajo la misma conforme al presente Convenio, o producidos mediante el uso de cualquier material o equipo transferido a su jurisdicción y que esté bajo la misma conforme al presente Convenio, será modificado ni en forma ni en contenido, salvo que las partes así lo acuerden, excepto por irradiación o irradiación adicional.

2.- Las partes garantizan que después de la transferencia, a menos que las partes así lo acuerden, no se enriquecerá ningún uranio transferido a su jurisdicción y que esté bajo la misma conforme al presente Convenio, ni ningún uranio usado en cualquier equipo así transferido y que esté bajo su jurisdicción

ARTICULO VII

SEGURIDAD FISICA

1.- Cada parte garantiza que se mantendrá una adecuada seguridad física con respecto a cualquier material y equipo transferido a su jurisdicción y que esté bajo la misma conforme al presente Convenio y con respecto a cualquier material nuclear especial usado en cualquier material o equipo transferido a su jurisdicción o que esté bajo la misma conforme al presente Convenio o producido mediante el uso de dicho material o equipo transferido a su jurisdicción y que esté bajo la misma, conforme al presente Convenio.

2.- Las partes acuerdan aceptar los niveles para la aplicación de medidas de seguridad física estipuladas en el anexo, niveles estos que podrán modificarse mediante el consentimiento mutuo de las partes.

Las partes mantendrán adecuadas medidas de seguridad física de conformidad con dichos niveles. Tales medidas dispondrán, como mínimo, protección comparable a lo que se estipula en el documento INFCIRC/235/Revisión 1 del Organismo internacional de Energía Atómica, titulado "The Physical Protection of Nucleor Material" (Lo Protección física de material Nuclear), o en cualquier revisión de dicho documento ocordada por las partes.

3.- Los partes examinorán la suficiencio de las medidas de seguridad física mantenidas de conformidad con el presente artículo, periódicomente y siempre que una de las partes considere que se requieran medidas revisadas paro mantener una adecuada seguridad física.

4.- Cada parte identificará aquellos organismos o autoridades encargados de garantizor que se observen de manera adecuada los niveles de seguridad físico y de coordinor las operaciones de respuesta y recuperación en el caso de uso o manejo no autorizodo de materiol sujeto a este artículo. Coda parte designará, igualmente, puntos de contacto entre sus autoridodes nacionales paro cooperor en asuntos relotivos ol transporte fuera del país y en otros cuestiones de interés mutuo.

5.- Las disposiciones del presente artículo se pondrán en práctico en tol formo que impidan el entorpecimiento, lo demora o lo interferencio indebida en los octividodes nucleores de las partes y que seon compotibles con los prácticos prudentes de administración requeridas paro lo reolizoción económico y sin riesgos de los programos nucleares de las partes.

ARTICULO VIII

EXCLUSION DE APLICACIONES MILITARES O EN DISPOSITIVOS EXPLOSIVOS

Cada parte garantiza que ningún material, equipo o componentes transferidos a su jurisdicción y que estén bajo la misma conforme al presente Convenio y ningún material usado en cualquier material, equipo o componente transferidos así a su jurisdicción y que estén bajo la misma, o producido mediante el uso de dicho material, equipo o componentes, se utilizarán para ningún dispositivo nuclear explosivo, para investigación respecto a ningún dispositivo nuclear explosivo o diseño del mismo, ni para ningún fin militar.

ARTICULO IX

SALVAGUARDIAS

1.- El material transferido a Colombia conforme al presente Convenio y cualquier material básico o material nuclear especial usado en cualquier material, equipo o componentes transferidos de conformidad con el presente Convenio, o producido mediante el uso de los mismos, serán objeto de salvaguardias conforme al acuerdo entre Colombia y el OIEA para la aplicación de salvaguardias en relación con el Tratado sobre Proscripción de Armas Nucleares en América Latina (Tratado de Tlatelolco) suscrito el 27 de julio de 1979.

2.- Si los Estados Unidos de América o Colombia se enterasen de circunstancias que demuestren que por cualquier razón el OIEA no está aplicando o no aplicará salvaguardias de acuerdo con el Convenio según se dispone en el parágrafo 1, ambas partes, con el fin de asegurar la continuidad efectiva de las salvaguardias, efectuarán inmediatamente arreglos que se conformen a los principios y procedimientos de salvaguardias del OIEA y a la cobertura requerida en dicho parágrafo y que proporcionen seguridad equivalente

a la que se pretende asegurar mediante el sistema que reemplazan.

3.- Si cualquiera de las partes se enterase de las circunstancias a las que se refiere el parágrafo 2, los Estados Unidos de América tendrán los derechos que se enuncian más adelante. Estos derechos serán suspendidos si los Estados Unidos acuerdan que la necesidad para ejercer tales derechos está siendo satisfecha por la aplicación de las salvaguardias del OIEA de conformidad con el parágrafo 2.

(A) Examinar, en forma oportuna, el diseño de cualquier equipo que vaya a ser transferido conforme al Convenio, o de cualquier instalación que vaya a utilizar, fabricar, elaborar, o almacenar cualquier material así transferido o cualquier material nuclear especial usado en dicho material o equipo o producido mediante el uso de los mismos.

(B) Exigir el mantenimiento y producción de registros con objeto de prestar asistencia en la labor de asegurar rendimiento de cuentas en relación con material transferido de conformidad con el Convenio y cualquier material básico o material nuclear especial usado en cualquier material, equipo o componentes así transferidos, o producido mediante el uso de los mismos.

(C) Designar personal aceptable a Colombia que tendrá acceso a todos los lugares y datos necesarios para responder por el material al que hace referencia el subpárrafo B), inspeccionar cualquier equipo o instalación al que se refiere el subpárrafo A) e instalar cualquier dispositivo y realizar las mediciones independientes que se consideren necesarias para responder por dicho material.

Colombia no rehusará aceptar sin causa justificada a dicho personal designado por los Estados Unidos de América en virtud de este párrafo. Dicho personal estará acompañado de personal designado por Colombia, si cualquiera de

las partes así lo solicitare.

4.- Cada parte establecerá y mantendrá un sistema para el rendimiento de cuentas y el control de todo el material transferido de conformidad con el presente Convenio y cualquier material usado en material, equipo o componentes así transferidos, o producido mediante el uso de los mismos, cuyos procedimientos sean comparables a los que se estipulan en el documento INFCIRC/153 (revisado) del OIEA, o en cualquier revisión de dicho documento acordada por las partes.

5.- A petición de cualquiera de las partes, la otra parte informará o permitirá al OIEA informar a la parte solicitante acerca de la situación de todos los inventarios de cualquier material sujeto al parágrafo 1, de este artículo.

6.- La información sobre diseños relativos a las salvaguardias para nuevo equipo que requiera ser salvaguardado según este Convenio, deberá ser suministrada al OIEA a su solicitud de modo oportuno.

7.- Las partes garantizan que tomarán las medidas que sean necesarias para mantener y facilitar la aplicación de las salvaguardias dispuestas en este artículo.

8.- Las disposiciones del presente artículo se pondrán en práctica en tal forma que impidan el entorpecimiento, la demora o la interferencia indebida en las actividades nucleares de las partes y que sean compatibles con las prácticas prudentes de administración requeridas para la realización económica y sin riesgos de los programas nucleares de las partes.

ARTICULO X

CONTROLES DE SUMINISTRADORES MULTIPLES

Si un acuerdo entre cualquiera de las partes y otra nación o grupo de naciones otorga a dicha nación o grupo de naciones derechos equivalentes a cualquiera o a todos aquéllos estipulados en virtud de los artículos V, VI ó VII, con respecto al material, equipo, o componentes sujetos al presente Convenio, las partes, a petición de cualquiera de ellas, podrán acordar que la puesta en práctica de tales derechos se cumpla por dicha nación o grupo de naciones.

ARTICULO XI

CESE DE LA COOPERACION

1.- Si cualquiera de las partes, en cualquier momento después de la entrada en vigor del presente Convenio:

(A) No cumple con las disposiciones de los artículos V, VI, VII, VIII ó IX,o

(B) Da por terminado, revoca o infringe en forma esencial un acuerdo sobre salvaguardias del OIEA, la otra parte tendrá derecho de cesar la cooperación ulterior en virtud del presente Convenio y exigir la devolución de cualquier material, equipo o componentes transferidos en virtud del presente Convenio, y de cualquier material nuclear especial producido mediante el uso de los mismos.

2.- Si Colombia en cualquier momento después de la entrada en vigor del presente Convenio detona un dispositivo nuclear explosivo, los Estados Unidos tendrán los mismos derechos que contempla el parágrafo 1.

3.- Si cualquiera de las partes ejerciere sus derechos de exigir, en virtud del presente artículo, la devolución de cualquier material, equipo o componentes, después del traslado desde el territorio de la otra Parte, ella reembol-

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sará a la otra parte el valor justo de mercado de dichos materiales, equipos o componentes.

En caso de que se ejerciere este derecho, las partes harán los otros arreglos adecuados necesarios, que no estén sujetos a ningún acuerdo adicional entre las partes, como de otro modo se prevé según los artículos V y VI.

ARTICULO XII

EXPIRACION DEL CONVENIO ANTERIOR

1.- El "Convenio de Cooperación entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Colombia en relación con Usos Civiles de Energía Atómica" firmado el 9 de abril de 1962, según fue enmendado, expiró el 28 de marzo de 1977. El canje de notas del 28 de marzo de 1977 que prorrogó los términos y condiciones de dicho Convenio, según fue enmendado, en relación con el material y equipo sujeto al mismo, expirará en la fecha en la que este Convenio entre en vigor.

2.- La cooperación iniciada en virtud del Convenio previo continuará de conformidad con las disposiciones del presente Convenio. Todas las dispasiciones del presente Convenio se aplicarán al material y equipo sujetos al Convenio previo.

ARTICULO XIII

CONSULTAS Y PROTECCION AMBIENTAL

1.- Las partes se comprometen a emprender consultas, a solicitud de cualquiera de ellas, con respecto a la puesta en práctica del presente Convenio y al desarrollo de la cooperación futura en el campo de los usos pacíficos de la energía nuclear.

2.- Las partes se consultarán, con respecto a actividades de acuerdo con el presente Convenio, a fin de identificar las consecuencias ambientales internacionales derivadas de dichas actividades y cooperarán para proteger el medio ambiente internacional de la contaminación radioactiva, química o térmica resultante de actividades nucleares pacíficas realizadas en virtud del presente Convenio y en relación con cuestiones afines de salud y seguridad.

ARTICULO XIV

VIGENCIA Y DURACION

1.- Cada una de las partes notificará por escrito a la otra parte cuando haya cumplido con los requisitos pertinentes para la entrada en vigor del presente Convenio.

Este Convenio entrará en vigor en la fecha en la que se reciba la última de dichas notificaciones y permanecerá vigente durante un período de treinta (30) años. Las Partes podrán prorrogar esta duración por períodos adicionales.

2.- No obstante la suspensión, terminación o expiración del presente Convenio o de cualquier cooperación en virtud del mismo, por cualquier motivo, los artículos V, VI, VII, VIII, IX y XI, continuarán en vigor mientras cualquier material, equipo o componentes sujetos a dichos artículos permanezcan en el territorio de la parte interesada o bajo su jurisdicción o control en cualquier lugar, o hasta que las partes acuerden que dicho material, equipo o componentes ya no son utilizables para ninguna actividad nuclear pertinente desde el punto de vista de las salvaguardias.

3.- Cada parte tendrá el derecho de dar por terminada la cooperación prevista en el presente Convenio, dando aviso de su intención a la otra parte con un (1) año de anticipación y con sujeción a las condiciones estipuladas en el párrafo 2.

EN FE DE LO CUAL, los abajo firmantes, debidamente autorizados, han suscrito el presente Convenio.

HECHO en Bogotá D.E., el día ocho (8) del mes de Enero de mil novecientos ochenta y uno (1.981), en duplicado, en los idiomas inglés y español, siendo ambos textos igualmente auténticos.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

THOMAS DAVID BOYATT
Embajador Extraordinario y Plenipotenciario

POR EL GOBIERNO DE LA REPUBLICA DE COLOMBIA

DIEGO URIBE VARGAS
Ministro de Relaciones Exteriores

[SEAL]

ANEXO

De conformidad con el párrafo 2 del Artículo VII, los niveles de seguridad física convenidos, que serán garantizados por las autoridades nacionales competentes, en el uso, almacenamiento y transporte de los materiales mencionados en el cuadro adjunto, incluirán, como mínimo, características de protección que se especifican a continuación:

CATEGORIA III

Uso y almacenamiento dentro de una zona de acceso controlado. Transporte sujeto a precauciones especiales, inclusive arreglos previos entre expedidor, receptor y transportador, y acuerdo previo entre entidades sujetas a la jurisdicción y regulación de los Estados suministrador y receptor respectivamente, en caso de transporte internacional, especificando el tiempo, el lugar y los procedimientos que deban seguirse para la transferencia de responsabilidades relativas al transporte.

CATEGORIA II

Uso y almacenamiento dentro de una zona protegida de acceso controlado, por ejemplo, una zona sometida a la vigilancia constante por parte de guardias o dispositivos electrónicos, rodeada de una barrera física con un número limitado de puntos de entrada bajo control adecuado, o cualquier zona con un nivel equivalente de protección física. Transporte sujeto a precauciones especiales, que incluyan arreglos previos entre expedidor, receptor y transportador, y acuerdo previo entre entidades sujetas a la jurisdicción y regulación de los Estados suministrador y receptor respectivamente, en caso de transporte internacional, especificando el tiempo, el lugar y los procedimientos que deban seguirse para la transferencia de responsabilidades relativas al transporte.

CATEGORIA I

Los materiales comprendidos dentro de esta categoría estarán protegidos contra el uso no autorizado mediante sistemas sumamente seguros, según se indica a continuación:

Uso y almacenamiento dentro de una zona sumamente protegida; es decir, una zona protegida como se ha definido en la anterior categoría II, el acceso a la cual, además, esté restringido a personas consideradas como dignas de confianza, y que esté sometida a vigilancia por parte de guardias en estrecha comunicación con adecuadas fuerzas de alerta. Las medidas específicas adoptados en este contexto tendrán por fin la detección y prevención de cualquier asalto, acceso no autorizado o retirada no autorizada de material.

Transporte sujeto a precauciones especiales tales como las identificaciones anteriormente para el transparte de materiales comprendidos dentro de las categorías II y III, que, además, esté sometido a vigilancia constante por parte de escoltas, y en condiciones que aseguren el mantenimiento de una estrecha comunicación con fuerzas adecuadas de alerta.

CUADRO: CLASIFICACION POR CATEGORIAS DE MATERIAL NUCLEAR[e]

Material	Forma	Categoría I	Categoría II	Categoría III
1.- Plutonio[a,f]	Sin irradiar[b]	2 kg o más	Menos de 2kg pero más de 500 g.	500 g. o menos[c]
2.- Uranio 235[d]	Sin irradiar[b]			
	- uranio enriquecido al 20% o más, en el isótopo U235	5 Kg o más	Menos de 5 Kg pero más de 1 Kg.	1 Kg o menos[c]
	- uranio enriquecido al 10% pero menos del 20%, en el isótopo U235	---	10 Ka o más	menos de 10 Kg[c]
	- uranio enriquecido por encima de su estado natural, pero menos del 10% en el isótopo U235.	---	----	10 Kg o más
3.- Uranio 233	Sin irradiar[b]	2 Kg o más	menos de 2Kg, pero más de 500 a.	500 go menos[c]

a.- Todo el plutonio, excepto el que tenga una concentración isotópica superior al 80% en plutonio 238.

b.- Material que no ha sido irradiado en un reactor o material irradiado en un reactor, pero con un nivel de radiación igual o menor de 100 rad/hora a un metro sin blindaje.

c.- Debería estar exento lo que sea menos de una cantidad radiológicamente significativa.

d.- El uranio natural, uranio y torio empobrecidos, y cantidades de uranio enriquecido a menos del 10% que no estén comprendidos en la categoría III, deberían protegerse de conformidad con prácticas prudentes de control.

e.- El combustible irradiado debería estar protegido como material nuclear de las Categorías I, II y III, según la categoría del combustible nuevo. No obstante, el combustible que en virtud de su contenido original de material fisionable esté incluído como Categoría I o II antes de la irradiación deberá reducirse solamente un nivel de categoría, mientras el nivel de radiación del combustible exceda de 100 rad/hora a un metro sin blindaje.

f.- Las autoridades estatales competentes deberían determinar si existe una amenaza verosímil de dispersar plutonio con intención malévola. El Estado debería entonces aplicar los requisitos de protección física para el material nuclear de Categorías I, II, y III, según estime conveniente, y sin tener en cuenta la cantidad de plutonio especificada aquí para cada Categoría, a los isótopos de plutonio en las cantidades y formas que, según las especificaciones del Estado, caigan dentro del alcance de la amenaza verosímil de dispersión.

[EXCHANGE OF NOTES]

BOGOTÁ, *January 8, 1981*

No. 149

Excellency:

I have the honor to refer to the Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of Colombia Concerning Civil Uses of Nuclear Energy (hereinafter referred to as the "agreement").

During the discussions leading up to the agreement, which was signed today, the following understandings were reached between the Government of the United States of America and the Government of the Republic of Colombia.

For the purposes of implementing the rights specified in Articles 5, 6, and 7 with respect to special nuclear material produced through the use of material transferred pursuant to the agreement and not used in or produced through the use of equipment transferred pursuant to the agreement, such rights shall in practice be applied to that proportion of special nuclear material produced which represents the ratio of transferred material used in the production of the special nuclear material to the total amount of material so used, and similarly for subsequent generations.

With reference to paragraphs 1 and 2 of Articles 7, while most facilities in the United States provide physical protection comparable to that specified for materials classified as Category II and III in the table attached to the Annex, the regulations of the United States with respect to physical protection for these materials do not require implementation until July 1980. Pending such implementation, if any proposed recipient of Category II or III material transferred pursuant to the agreement does not provide physical protection as a minimum comparable to that set forth in INFCIRC/225 Revision 1, the United States shall so inform Colombia prior to shipment of such material and seek interim arrangements satisfactory to both parties.

If the Government of the Republic of Colombia concurs, I suggest that this Note and your Excellency's reply be regarded as constituting an agreement between our two Governments, with the duration as provided in article 14 of the agreement.

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

His Excellency
DOCTOR DIEGO URIBE VARGAS
Minister of Foreign Relations
Bogota

THOMAS DAVID BOYATT

TIAS 10722

AE.-

Bogotá, 8 de enero de 1981

Excelencia:

Tengo el honor de acusar recibo de la atenta nota de Vuestra Excelencia, fechada el día de hoy, que a la letra dice:

"I Have the honor to refer to the Agreement for Cooperation Between the Government of the United States of America and the Government of the Republic of Colombia Concerning Civil Uses of Nuclear Energy (hereinafter referred to as the "agreement").

During the discussions leading up to the agreement, which was signed today, the following understandings were reached between the Government of the United States of America and the Government of the Republic of Colombia.

For the purposes of implementing the rights specified in Articles 5, 6 and 7 with respect to special nuclear material produced through the use of material transferred pursuant to the agreement and not used in or produced through the use of equipment transferred pursuant to the agreement, such rights shall in practice be applied to that proportion of special nuclear material produced which represents the ratio of transferred material used in the production of the special -

A Su Excelencia
El Señor Thomas David Boyatt
Embajador Extraordinario y Plenipotenciario
de la Embajada de los Estados Unidos
CIUDAD.-

nuclear material to the total amount of material so used, and similarly for subsequent generations.

With reference to paragraphs 1 and 2 of Articles 7, while most facilities in the United States provide physical protection comparable to - that specified for materials classified as Category II and III in the table attached to the Annex, the regulations of the United States with respect to physical protection for these materials do not require implementation until July 1980. Pending such implementation, if any proposed recipient of Category - II or III material transferred pursuant to the agreement does not provide physical protection as a minimun comparable to that set farth in INFCIRC/225 - Revision 1, the United States shall so inform Colombia prior to shipment of - such material and seek interim arrangements satisfactory to both parties.

If the Government of the Republic of Colombia concurs, I suggest that this Note and your Excellency's reply be regarded as constituting an - agreement between our two Governments, with the duration as provided in article 14 of the agreement."

Tengo el honor de confirmar, a nombre del Gobierno de la República de Colombia, el acuerdo antes transcrito y acordar que la nota de Vuestra Excelencia y la presente sean consideradas como constitutivas de un acuer

do entre los dos Gobiernos el cual tendrá la duración que estipula el Artículo XIV del Convenio.

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

DIEGO URIBE VARGAS
Ministro de Relaciones Exteriores.

TRANSLATION

No. AE.-00755

Bogota, January 8, 1981

Excellency:

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

[For the text of the U.S. note, see pp. 1155.]

On behalf of the Government of the Republic of Colombia, I have the honor to concur in the terms of the agreement transcribed above and to accept that Your Excellency's note and this reply shall constitute an agreement between our two Governments, with the duration as provided in Article 14 of the agreement.

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

Diego Uribe Vargas

Diego Uribe Vargas
Minister of Foreign Relations

His Excellency
Thomas David Boyatt,
Ambassador Extraordinary and Plenipotentiary
of the United States,
Bogota.

PORTUGAL

Visas

Agreement effected by exchange of notes
Signed at Lisbon June 7, 1983;
Entered into force July 7, 1983.

The American Ambassador to the Portuguese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 212 Lisbon, June 7, 1983.

Excellency:

I have the honor to inform Your Excellency that the Government of the United States of America is prepared to conclude with the Government of Portugal the following agreement:

Portuguese citizens admissible to the United States as nonimmigrants, who bear a valid passport issued by the appropriate Portuguese authorities, will, with a minimum of formality, be issued gratuitous visas valid indefinitely for multiple applications for entry when traveling to the United States or its territories for business or pleasure. The validity of these visas refers only to the period during which they may be used to apply for admission at a port of entry and not to the length of stay permitted by U.S. immigration officers.

His Excellency
Ambassador Vasco Futscher Pereira,
Minister of Foreign Affairs,
Lisbon.

TIAS 10723

American citizens and nationals who bear a valid passport issued by the appropriate American authorities may travel to Portugal or territory under Portuguese administration without previously obtaining an entry visa when going for business or pleasure and staying for not more than 60 days.

Portuguese citizens traveling to the United States or its territories and American citizens and nationals traveling to Portugal or territory under Portuguese administration are subject to the laws and regulations regarding temporary or permanent residence applicable to aliens at time of entry.

Either State may temporarily suspend the total or partial application of the provisions of this agreement for reasons of public order or national security. Such a suspension will immediately be brought to the attention of the other State through diplomatic channels.

On the effective date of this agreement, the agreements on the same subject concluded by exchanges of Notes on February 24[1] and August 4, 1950[2] are hereby revoked.

If the Government of Portugal agrees with the above, I have the honor to propose that this Note and Your Excellency's Note of reply constitute an agreement between our two Governments which will become effective

[1] Exchange of notes Feb. 22 and 24, 1950. TIAS 2084; 1 UST 461.
[2] Exchange of notes July 24 and Aug. 4, 1950. TIAS 2113; 1 UST 621.

thirty days after the date of Your Excellency's Note of reply and which may be revoked by either Government upon thirty days' written notice.

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

H. Allen Holmes

H. Allen Holmes

The Portuguese Minister of Foreign Affairs to the American Ambassador

S. R.

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

DIRECÇÃO-GERAL
DOS
SERVIÇOS CENTRAIS

Lisboa, 7 de Junho de 1983

Excelência:

Tenho a honra de acusar a recepção da Nota de Vossa Excelência datada de hoje, cujo texto na versão portuguesa é do seguinte teor:

" Tenho a honra de comunicar a Vossa Excelência que o Governo dos Estados Unidos da América está na disposição de concluir com o Governo Português o seguinte Acordo:

" Aos cidadãos portugueses admissíveis nos Estados Unidos como não imigrantes, portadores de passaportes válidos emitidos pelas competentes autoridades portuguesas, serão concedidos, com o mínimo possível de formalidades, vistos gratuitos válidos indefinidamente para múltiplos pedidos de entrada nos Estados Unidos ou seus territórios em viagem de negócios ou recreio. A validade dos mencionados vistos refere-se apenas ao período em que podem ser utilizados para pedir a admissão num posto de fronteira e não à duração da permanência permitida pelas autoridades americanas de imigração.

" Os cidadãos e nacionais americanos, portadores de passaportes válidos emitidos pelas competentes autoridades americanas, poderão deslocar-se a Portugal ou território sob administração portuguesa sem necessidade de prévia obtenção de visto de entrada, para viagens de negócios ou recreio de duração não superior a sessenta dias.

" Os cidadãos portugueses que se desloquem aos Estados Unidos ou seus territórios e os cidadãos e nacionais americanos que se desloquem a Portugal ou a território sob administração portuguesa ficam sujeitos às leis e regulamentos respeitantes à residência temporária ou permanente de estrangeiros, vigente à data da entrada.

" Qualquer dos Estados pode suspender temporariamente, no todo ou em parte, a aplicação das disposições deste Acordo, por razões de ordem pública ou segurança nacional. Tal suspensão deverá ser imediatamente levada ao conhecimento do outro Estado, por via diplomática.

" A partir da data da entrada em vigor do presente Acordo, consideram-se revogados os Acordoe sobre a mesma matéria concluídos por troca de notas de 24 de Fevereiro e 4 de Agosto de 1950.

" Se o Governo Português estiver de acordo com o que antecede, tenho a honra de propor que a presente Nota e a Nota de resposta de Vossa Excelência constituam um Acordo entre os nossos dois Governos, que entrará em vigor trinta dias após a data da Nota de resposta de Vossa Excelência e poderá ser denunciado por qualquer dos Governos com um pré-aviso escrito de trinta dias."

Tenho a honra de comunicar a Vossa Excelência que as disposições que precedem têm a concordância do Governo Português e de confirmar que a Nota de Vossa Excelência e a presente resposta constituirão um Acordo entre os dois Governos sobre esta matéria, que entrará em vigor trinta dias após a data desta Nota de resposta.

Aproveito a oportunidade para reiterar a Vossa Excelência, Senhor Embaixador, os protestos da minha mais elevada consideração.

Vasco Luís Caldeira Coelho Futscher Pereira
Ministro dos Negócios Estrangeiros

Sua Excelência
O Senhor Henry Allen Holmes
Embaixador dos Estados Unidos da América

TRANSLATION

Ministry of Foreign Affairs
Bureau of Central Services

Lisbon, June 7, 1983

Excellency:

I have the honor to acknowledge receipt of Your Excellency's note of today's date, which translated into Portuguese reads as follows:

[For the English language text, see pp. 1161-1163.]

I have the honor to inform Your Excellency that the Government of Portugal agrees with the provisions set forth above and to confirm that Your Excellency's note and this reply shall constitute an agreement between our two Governments which will become effective thirty days after the date of this note of reply.

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

Vasco Luis Caldeira Coelho Futscher Pereira

Vasco Luis Caldeira Coelho Futscher Pereira
Minister of Foreign Affairs

His Excellency
Henry Allen Holmes,
Amabassador of the United States of America.

PAKISTAN

Economic Assistance: Rural Electrification

Agreement signed at Islamabad May 23, 1983;
Entered into force May 23, 1983.

A.I.D. LOAN NO. 391-K-189

PROJECT LOAN AGREEMENT

BETWEEN

THE PRESIDENT OF THE ISLAMIC REPUBLIC OF PAKISTAN

AND THE

UNITED STATES OF AMERICA

FOR

RURAL ELECTRIFICATION

Dated: May 23, 1983

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A.I.D. LOAN NO. 391-K-189

PROJECT LOAN AGREEMENT DATED: MAY 23, 1983 BETWEEN THE PRESIDENT OF THE ISLAMIC REPUBLIC OF PAKISTAN, (HEREINAFTER REFERRED TO AS THE "COOPERATING COUNTRY") AND THE UNITED STATES OF AMERICA, ACTING THROUGH THE AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE 1: *The Agreement*

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Cooperating Country of the Project described below, and with respect to the financing of the Project by the Parties.

ARTICLE 2: *The Project*

SECTION 2.1. *Definition of Project.* The Project, which is further described in Annex 1, is designed to assist the Government of Pakistan to expand reliable electric service to its rural population for productive and social uses, to improve the rural poor's access to that service, and to assist the Cooperating Country to overcome a shortfall in electric power generation capacity. Activities to be financed by A.I.D. include: (a) institutional strengthening of the dis-

[1] Not printed here. The annex is deposited in the archives of the Department of State where it is available for reference. [Footnote added by the Department of State.]

tribution function within the Water and Power Development Authority (WAPDA) including the development of a National Rural Electrification Master Plan; (b) the design and implementation of a Comprehensive Distribution Function Training Program; (c) the design and implementation of a Comprehensive Distribution System Energy Loss Reduction Program; (d) partial funding of Phase I of the Guddu Combined Cycle Turbine Facility to assist Pakistan to narrow the existing power supply-demand gap; and, (e) the design and implementation of a Rural Electrification System Expansion Program. Annex 1, attached, amplifies the above definition of the Project.

Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 10.2, without formal amendment of this Agreement.

SECTION 2.2. *Incremental Nature of Project.*

(a) A.I.D.'s contribution to the Project will be provided in increments, the initial one being made available in accordance with Section 3.1 of this Agreement. Subsequent increments will be subject to the availability of funds to A.I.D. for this purpose, and to the mutual agreement of the Parties, at the time of each subsequent increment, to proceed.

(b) Within the overall Project Assistance Completion Date stated in this Agreement, A.I.D., based upon consultation with the Cooperating Country, may specify in Project Implementation Letters appropriate time periods for the utilization of funds provided by A.I.D. under each individual increment of assistance.

ARTICLE 3: *Financing*

SECTION 3.1. *The Loan.* To assist the Cooperating Country to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to lend the Cooperating Country under the terms of this Agreement not to exceed Twenty Seven Million United States ("U.S.") dollars ($27,000,000) ("Loan"). The aggregate amount of disbursements under the Loan is referred to as "Principal."

The Loan may be used to finance foreign exchange costs, as defined in Section 8.1, and local currency costs, as defined in Section 8.2, of goods and services required for the Project.

SECTION 3.2. *Cooperating Country Resources for the Project.* The Cooperating Country agrees to provide or cause to be provided for the Project all funds, in addition to the Loan, and all other resources required to carry out the Project effectively and in a timely manner.

SECTION 3.3. *Fixed Amount Reimbursement (FAR) Commitments.* Loan and Grant increments required for Fixed Amount Reimburse-

[1] 75 Stat. 424; 22 U.S.C. § 2151. [Footnote added by the Department of State.]

ment (FAR) of system expansion work orders under the rural distribution component of this Project will not be obligated or made available by A.I.D., unless A.I.D. after review of the comprehensive plan of progress of institutional improvements supported by this Project, and available generation capacity, determines to do so.

SECTION 3.4. *Project Assistance Completion Date ("PACD").*

(a) The PACD, which is September 30, 1988, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Loan will have been performed and all goods financed under the Loan will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Loan for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 9.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Cooperating Country, may at any time or times reduce the amount of the Loan by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

ARTICLE 4: *Loan Terms*

SECTION 4.1. *Interest.* The Cooperating Country will pay to A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten (10) years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 9.5) of each respective disbursement, and will be payable semiannually. The first payment of interest will be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

SECTION 4.2. *Repayment.* The Cooperating Country will repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement of the Loan in sixty-one (61) approximately equal semiannual installments of Principal and interest. The first installment of Principal will be payable nine and one-half (9½) years after the date on which the first interest payment is due in accordance with Section 4.1. A.I.D. will provide the Cooperating Country with an amortization schedule in accordance with this Section after the final disbursement of the Loan.

SECTION 4.3. *Application, Currency, and Place of Payment.* All payments of interest and Principal hereunder will be made in U.S. Dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

SECTION 4.4. *Prepayment.* Upon payment of all interest and any refunds then due, the Cooperating Country may prepay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in the inverse order of their maturity.

SECTION 4.5. *Renegotiation of Terms.*

(a) The Cooperating Country and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of Pakistan, which enable the Cooperating Country to repay the Loan on a shorter schedule.

(b) Any request by either Party to the other to so negotiate will be made pursuant to Section 10.1, and will give the name and address of the person or persons who will represent the requesting Party in such negotiations.

(c) Within thirty (30) days after delivery of a request to negotiate, the requested Party will communicate to the other, pursuant to Section 10.1, the name and address of the person or persons who will represent the requested Party in such negotiations.

(d) The representatives of the Parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested Party's communication under subsection (c). The negotiations will take place at a location mutually agreed upon by the representatives of the Parties, provided that, in the absence of mutual agreement, the negotiations will take place at the office of the Secretary, Economic Affairs Division, Ministry of Finance and Economic Affairs, Government of Pakistan, Pakistan Secretariat, Islamabad, Pakistan.

SECTION 4.6. *Termination on Full Payment.* Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of the Cooperating Country and A.I.D. under it will cease.

ARTICLE 5*: *Conditions Precedent to Disbursement.*

SECTION 5.1. *Conditions Precedent to First Disbursement.* Except as A.I.D. may otherwise agree in writing, prior to any disburse-

* Conditions Precedent to Disbursement of Grant funds appear as Article 4 of the Project Grant Agreement for Rural Electrification executed on September 25, 1982. [*Ed.* note: not printed.]

ment of the Loan, or to the issuance by A.I.D. of documentation pursuant to which such disbursement will be made, the Cooperating Country will furnish to A.I.D., in form and substance satisfactory to A.I.D.:

(a) An opinion of counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Cooperating Country, and that it constitutes a valid and legally binding obligation of the Cooperating Country in accordance of all of its terms; and,

(b) A statement of the names of the persons holding or acting in the office of the Cooperating Country specified in Section 10.2, and a specimen signature of each person specified in such statement.

SECTION 5.2. *Conditions Precedent to Disbursement for Commodities and Construction Related to the Power Generation Component.* Except as A.I.D. may otherwise agree in writing, prior to the disbursement of funds under this Project for commodities and construction related to the Power Generation Component for this Project, or to the issuance by A.I.D. of documentation pursuant to which such disbursement will be made, the Cooperating Country, acting through WAPDA, shall furnish to A.I.D., in form and substance satisfactory to A.I.D.:

(a) evidence that adequate and appropriately scheduled financing has been secured, and a contract has been executed for the construction of a completely operational Guddu IV Steam Generating Facility; and,

(b) an updated feasibility study for Phases I and II of the Guddu Combined Gas Turbine Facility establishing the Facility's technical and economic feasibility; and,

(c) evidence that (1) adequate and appropriately scheduled financing for Phase I of the Guddu Combined Cycle Gas Turbine Facility has been secured and, (2) formal procedures are in progress to arrange adequate and appropriately scheduled financing for Phase II of the Guddu Combined Cycle Gas Turbine Facility.

SECTION 5.3. *Conditions Precedent to Disbursement for Fixed Amount Reimbursement of System Expansion Work Orders Under the Rural Distribution System Expansion Component.* Except as A.I.D. may otherwise agree in writing, prior to the disbursement of funds under this Project for Fixed Amount Reimbursement (FAR) of System Expansion Work Orders under the Rural Distribution System Expansion component of this Project, or to the issuance by A.I.D. of documentation pursuant to which such disbursement will be made, the Cooperating Country, acting through WAPDA, shall furnish to A.I.D., in form and substance satisfactory to A.I.D., evidence that: (a) a Comprehensive National Rural Electrification Master Plan has been developed and is being implemented according to schedule; (b) execution of plans for additional power generation capacity is proceeding satisfactorily; and (c) an economically

feasible and administratively sound System Expansion Work Order Design and Management System consistent with the Master Plan has been developed based on accurate data.

SECTION 5.4. *Condition Precedent to Disbursement for Fixed Amount Reimbursement for Work under the Energy Loss Reduction Component.* Except as A.I.D. may otherwise agree in writing, prior to the disbursement of funds under this Project for Fixed Amount Reimbursement (FAR) for work under the Energy Loss Reduction Component of this Project, or to the issuance by A.I.D. of documentation pursuant to which such disbursement will be made, the Cooperating Country, acting through WAPDA, shall furnish to A.I.D., in form and substance satisfactory to A.I.D., evidence that an economically feasible and administratively sound Rehabilitation Work Order Design and Management System has been developed based on accurate data.

SECTION 5.5. *Condition Precedent to Disbursement for the New Comprehensive Training Program for Distribution Function Personnel of WAPDA Under the Distribution Function Training Component.* Except as A.I.D. may otherwise agree in writing, prior to the disbursement of funds under this Project for the New Comprehensive Training Program under the Distribution Function Training Component of this Project, or to the issuance by A.I.D. of documentation pursuant to which such disbursement will be made, the Cooperating Country, acting through WAPDA, shall furnish to A.I.D., in form and substance satisfactory to A.I.D., evidence that a feasible and effective new Comprehensive Training Program for distribution function personnel of WAPDA has been developed.

SECTION 5.6. *Conditions Precedent to Disbursement for Design and/or Construction of a Central Distribution Function Training Institute Under the Distribution Function Training Component.*

(a) Except as A.I.D. may otherwise agree in writing, prior to the disbursement of funds by A.I.D. for architectural and engineering services to review the site for the construction of a Central Distribution Function Training Institute under the Distribution Function Training Component of this Project, or to the issuance by A.I.D. of documentation pursuant to which such disbursement will be made, the Cooperating Country, acting through WAPDA, shall identify a proposed site for the Training Institute acceptable to A.I.D.; and,

(b) Except as A.I.D. may otherwise agree in writing, prior to any disbursement of funds by A.I.D. for architectural and engineering services with respect to such Training Institute, other than site review, or to the issuance by A.I.D. of documentation pursuant to which such disbursement will be made, the Cooperating Country, acting through WAPDA, shall establish its right, in form and substance satisfactory to A.I.D., to ownership or adequate and sufficient use and occupancy of the proposed land site for the Training Institute.

SECTION 5.7. *Notification.* When A.I.D. has determined that the conditions precedent specified in Sections 5.1, 5.2, 5.3, 5.4, 5.5 and

5.6 have each been met, A.I.D. will promptly so notify the Cooperating Country.

SECTION 5.8. *Terminal Dates for Conditions Precedent.*

(a) If the conditions specified in Section 5.1 have not been met within 60 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to the Cooperating Country.

(b) If the conditions specified in Section 5.2 have not been met within 90 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Loan, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Cooperating Country. In the event of such termination, the Cooperating Country will repay immediately the Principal then outstanding and any accrued interest; on receipt of such payments in full, this Agreement and all obligations of the Parties hereunder will terminate.

(c) If the conditions specified in Section 5.3 have not been met by September 25, 1984 or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Loan, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Cooperating Country. In the event of such termination, the Cooperating Country will repay immediately the Principal then outstanding and any accrued interest; on receipt of such payments in full, this Agreement and all obligations of the Parties hereunder will terminate.

(d) If the conditions specified in Section 5.4 have not been met by March 25, 1984, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Loan, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Cooperating Country. In the event of such determination, the Cooperating Country will repay immediately the Principal then outstanding and any accrued interest; on receipt of such payments in full, this Agreement and all obligations of the Parties hereunder will terminate.

(e) If the conditions specified in Section 5.5 have not been met by September 25, 1984, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Loan, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Cooperating Country. In the event of such termination, the Cooperating Country will repay immediately the Principal then outstanding and any accrued interest; on receipt of such payments in full, this Agreement and all obligations of the Parties hereunder will terminate.

(f) If the conditions specified in Section 5.6 have not been met by September 25, 1984, or such later date as A.I.D. may agree to in

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writing, A.I.D., at its option, may cancel the then undisbursed balance of the Loan, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Cooperating Country. In the event of such termination, the Cooperating Country will repay immediately the Principal then outstanding and any accrued interest on receipt of such payments in full, this Agreement and all obligations of the Parties hereunder will terminate.

ARTICLE 6: *Covenants*

SECTION 6.1. *Project Evaluation.* The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) evaluation of progress towards attainment of the objectives of the Project;

(b) identification and evaluation of problem areas and constraints which may inhibit such attainment;

(c) assessment of how such information may be used to help overcome such problems; and,

(d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 6.2. *Training and Work Requirements.* The Cooperating Country, acting through WAPDA, shall make every reasonable effort to require that all persons trained under this Project work in electric utility, electricity distribution, and/or rural electrification activities in Pakistan for not less than three times the length of time of his or her training program provided, however, that, in no event, shall the individual be allowed to work for less than one year nor be required to work for more than five years from the date of the individual's completion of training.

SECTION 6.3. *Quarterly Activity Reports.* Except as A.I.D. may otherwise agree in writing, WAPDA shall furnish to A.I.D. quarterly activity reports, the requirements for which shall be set forth by A.I.D. in Project Implementation Letters. These requirements may include, but are not limited to, providing information concerning: (a) comprehensive distribution planning (financial, administrative, and technical), including development of a comprehensive National Rural Electrification Master Plan; and (b) the hierarchy, functions, responsibilities, authority, organization, and staffing of the Office of the General Manager of Distribution and other WAPDA administrative units sharing responsibility for electric power distribution and rural electrification; (c) the functions, responsibility, autonomy, organization, staffing, and facilities of Area Electricity Boards; (d) the duties, responsibility, and authority of the Rural Electrification Office (REO); (e) distribution function staffing and personnel administration, policies, and practices; (f) improvements in customer service facilities and procedures; (g) improvements in customer ac-

counts management; (h) rationalization of cost and service, rates, recurrent costs, and property valuation, and depreciation practices; (i) improvement in collection, dissemination, and utilization of statistics; and, (j) improvements in procurement and inventory management procedures.

ARTICLE 7: *Special Conditions—Cultivation of Opium Poppy and Processing of Opium into Heroin*

The Government of Pakistan (GOP) agrees to undertake appropriate measures to prohibit cultivation of opium poppy and/or processing of opium into heroin or morphine base within any area benefiting from this Project. In the event that a determination is made that the cultivation of opium poppy and/or processing of opium into heroin is occurring in an area programmed to benefit or benefiting from this Project, no assistance under this Project directly benefiting that area shall commence and, if commenced, such assistance shall be suspended until the prohibited activity is eliminated. If the prohibited activity found to exist is not fully eliminated within a specified period of time to be agreed upon by the United States Government and the GOP, all assistance under this Project directly benefiting that area may be terminated. If, prior to the Project Assistance Completion Date (PACD) established by A.I.D. for this Project as it may be from time to time amended, it is determined that the prohibited activity is occurring in an area which has benefited from this Project and the prohibited activity is not eliminated within a period of time to be agreed upon by the United States Government and the GOP, the GOP shall reimburse A.I.D. for all assistance that the GOP has received from A.I.D. under this Project, which has resulted in direct benefits to that area in which the prohibited activity is occurring.

Without limitation of other provisions applicable to termination and/or refund as set forth in this Project Agreement and annexes hereto, if A.I.D. determines that A.I.D. is entitled to reimbursement under the provisions of this Article of the Agreement, A.I.D. may require the Cooperating Country to refund the amount of any disbursements from the Loan for which there is an entitlement to reimbursement to A.I.D. in U.S. Dollars within 120 days after receipt of request therefor. Such refunds paid by the Cooperating Country to A.I.D. shall be considered as a reduction in the amount of A.I.D.'s obligation under the Loan, but may be made available for reuse under the Loan if so authorized by A.I.D. in writing.

ARTICLE 8: *Procurement Source*

SECTION 8.1. *Foreign Exchange Costs.* Disbursements pursuant to Section 9.1 will be used exclusively to finance the costs of goods and services required for the Project having with respect to goods, their source and origin and with respect to services, their nationality in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods and services), or Pakistan ("Foreign Exchange

Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Loan Standard Provisions Annex, Section C.1(b) with respect to marine insurance. Ocean transportation will be financed under the Loan only on vessels under flag registry of the United States or Pakistan, except as A.I.D. may otherwise agree in writing. If A.I.D. determines either that there are no vessels under flag registry of Pakistan generally available for ocean transportation, or that Pakistan has no access to U.S. flag service, A.I.D., in a Project Implementation Letter, may agree to finance under the Loan ocean transportation costs on vessels under flag registry of any country included in A.I.D. Geographic Code Book 941.

SECTION 8.2. *Local Currency Costs.* Disbursements pursuant to Section 9.2 will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in Pakistan ("Local Currency Costs"). To the extent provided for under this Agreement, "Local Currency Costs" may also include the provision of local currency resources required for the Project.

ARTICLE 9: *Disbursements*

SECTION 9.1. *Disbursements for Foreign Exchange Costs.*

(a) In accord with requirements of conditions precedent, the Cooperating Country may obtain disbursements of funds under the Loan for the Foreign Exchange Costs of goods and services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D. with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services; or (B) requests for A.I.D. to procure commodities or services in the Cooperating Country's behalf for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

Banking charges incurred by the Cooperating Country in connection with Letters of Commitment and Letters of Credit will be financed under the Loan unless the Cooperating Country instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Loan.

SECTION 9.2. *Disbursement for Local Currency Costs.*

(a) In accord with requirements of conditions precedent, the Cooperating Country may obtain disbursements of funds under the Loan for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D.,

with necessary supporting documentation, as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained:

(1) by acquisition by A.I.D. with U.S. Dollars by purchase or from local currency already owned by the U.S. Government; or,

(2) by A.I.D. (A) requesting the Cooperating Country to make available the local currency for such costs, and (B) thereafter making available to the Cooperating Country, through the opening or amendment by A.I.D. of Special Letters of Credit in favor of the Cooperating Country or its designee, an amount of U.S. Dollars equivalent to the amount of local currency made available to the Cooperating Country, which Dollars will be utilized for procurement from the United States under appropriate procedures described in Project Implementation Letters.

The U.S. Dollars equivalent to the local currency made available hereunder will be, in the case of subsection (b)(1) above, the amount of U.S. Dollars required by A.I.D. to obtain the local currency, and in the case of subsection (b)(2) above, an amount calculated at the rate of exchange specified in the applicable Special Letter of Credit Implementation Memorandum hereunder as of the date of the opening or amendment of the applicable Special Letter of Credit.

SECTION 9.3. *Other Forms of Disbursement.* Disbursements of the Loan may also be made through such other means as the Parties may agree to in writing.

SECTION 9.4. *Rate of Exchange.* Except as may be more specifically provided under Section 9.2, if funds provided under the Loan are introduced into Pakistan by A.I.D. or any public or private agency for the purposes of carrying out obligations of A.I.D. hereunder, the Cooperating Country will make such arrangements as may be necessary so that such funds may be converted into the currency of Pakistan at the highest rate of exchange which, at the time the conversion is made, is not unlawful in Pakistan.

SECTION 9.5. *Date of Disbursement.* Disbursements by A.I.D. will be deemed to occur (a) on the date on which A.I.D. makes a disbursement to the Cooperating Country or its designee, or to a bank, contractor or supplier pursuant to a Letter of Commitment, contract, or purchase order; (b) on the date on which A.I.D. disburses to the Cooperating Country or its designee local currency acquired in accordance with Section 9.2(b)(1); or (c) if local currency is obtained in accordance with Section 9.2(b)(2), on the date on which A.I.D. opens or amends the Special Letter of Credit there referred to.

ARTICLE 10: *Miscellaneous*

SECTION 10.1. *Communications.* Any notice, request, document or other communication submitted by either Party to the other under

this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To the Cooperating Country:

Mail Address: Economic Affairs Division, Ministry of Finance & Economic Affairs, Government of Pakistan, Islamabad (Pakistan)

Alternative address for cables: ECONOMIC ISLAMABAD.

To A.I.D.:

Mail Address: USAID Mission to Pakistan, P.O. Box 1028, Ramna 5, Islamabad (Pakistan)

Alternative address for cables: USAIDPAK ISLAMABAD.

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice. The Cooperating Country, in addition, will provide the USAID Mission/Pakistan with a copy of each communication sent to A.I.D.

SECTION 10.2. *Representatives.* For all purposes relevant to this Agreement, the Cooperating Country will be represented by the individual holding or acting in the Office of the Secretary, Joint Secretary and the Deputy Secretary for Economic Affairs Division and A.I.D. will be represented by the individual holding or acting in the Office of the Director, USAID Mission to Pakistan, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1.[1] The names of the representatives of the Cooperating Country, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 10.3. *Standard Provisions Annex.* A "Project Loan Standard Provisions Annex" (Annex 2) is attached to and forms part of this Agreement.[2]

IN WITNESS WHEREOF, the Cooperating Country and the United States of America, each acting through its duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF PAKISTAN

By: EJAZ A. NAIK
Name: Ejaz A. Naik
Title: *Secretary, Economic Affairs Division*

UNITED STATES OF AMERICA

By: RONALD I. SPIERS
Name: Ronald I. Spiers
Title: *Ambassador of the United States of America*

By: DONOR M. LION
Name: Donor M. Lion
Title: *Director, USAID/Pakistan*

[1] Not printed.

[2] See footnote 1, p. 1173.

ANNEX 1

PROJECT DESCRIPTION

A. Project Goal and Purpose

The overall sector goal to which this project contributes is to improve the quality of life of the rural poor. The purpose of the project is to assist the GOP to expand reliable electric service to Pakistan's rural population for productive and social uses, to improve the rural poor's access to that service, and to assist the GOP to overcome a shortfall in electric generating capacity.

B. Project Components

This six-year project is designed to assist the Government of Pakistan to address the following constraints to the effective implementation of a National Rural Electrification Program: lack of trained staff; inability to retain qualified staff due to lack of career advancement incentives; need for improved staff selection procedures; growing backlog of power service applications; system load outstripping power generation capability; and, loss of energy due to overloaded distribution systems, lack of proper metering and pilferage. The project consists of five distinct but complementary and interrelated components. The fifth component, Rural System Expansion and Connections, will be deferred until August 1985 or until the Guddu Gas Turbine Units are operational.

1. Institutional Improvement

The objectives of this component are to assist WAPDA to : (a) prepare a comprehensive National Rural Electrification Master Plan; and, (b) strengthen its human and physical resources and management operations to implement the Plan and to operate the resultant rural distribution system in an efficient and financially sound manner. To achieve these objectives,funds will be provided for long and short-term technical assistance, training of WAPDA employees, including the establishment of a Sister-Utility Exchange Program, commodities, and the design and construction of model warehouses and rural customer service centers.

2. Distribution Function Training

With over 67,000 distribution employees (many of them young, illiterate, and without the minimum aptitudes

and preparation required for the positions they occupy), the distribution function training requirements are of such a magnitude and diversity and are growing so fast that all of them simply cannot be attended to even within the six year life of this project. One of the first activities to be undertaken will be to establish training goals and objectives which are consistent with the basic institutional goals and objectives of WAPDA and the policies of the GOP. Once those goals and objectives are approved by WAPDA management and A.I.D., a Comprehensive Training Program will be developed and its initial stages implemented, including the construction of a distribution function training facility.

3. Distribution System Energy Loss Reduction

The objective of this component is to develop and initiate the implementation of a comprehensive distribution system technical energy loss reduction program. The program will include a management information system to collect and maintain reliable information about distribution circuit and circuit component capacities and loads, economic and financial costs of energy generated by WAPDA's different generating plants, peak demand load management, and economic criteria for selecting conductor and transformer sizes and for deciding when installed conductors and transformers should be changed. Energy and demand losses will be reduced by expanding the use of compression connectors, reducing loads on existing primary and secondary lines, replacing economically undersized conductors with larger sizes, installing capacitors (electric energy storage devices), installing voltage regulators, replacing underloaded and overloaded transformers, and by applying modern load control techniques. The administrative vehicle which will be used to implement the program will be an Energy Loss Reduction Work Order System.

4. Power Generation

Under this component, A.I.D. will assist the GOP and WAPDA to overcome a portion of Pakistan's severe power generation capability shortfall by providing $52 million toward the foreign exchange costs of Phase I of the Guddu Combined Cycle Gas Turbine Project. WAPDA anticipates that the balance of the currently estimated foreign exchange costs($60.5 million) of Phase I will be provided by the ADB and that all of the foreign exchange costs of Phase II ($84.17 million) will be financed by other donors. Of the $52 million to be provided by A.I.D., $50 million will be used for procurement of U.S. goods and equipment and $2 million will finance technical assistance and training.

5. Rural System Expansion and Connections Program

A total of about $57 million will be made available under this component for Rural Distribution System Expansion and Connections. Subject to the availability of funds, an additional $15 million will be provided under the Agricultural Commodities and Equipment Program (391-0468) in FY 1984 to import transformers, energy (watt-hour) meters and other items required to connect privately owned irrigation tubewells, etc. Because of the severe generation capability shortfall, activities under this component are scheduled to begin about April 1985 after the National Rural Electrification Master Plan has been developed and approved and the additional power generation capacity (component 4) is in place.

Following approval of the Rural Electrification Master Plan, a Rural System Expansion and Connection Program will be developed in conformance with the Master Plan. As many as 215,700 new connections (residential, community, commercial, industrial, and tubewells) may be financed under this project. As in the case of the energy loss reduction activities, a Work Order System will be used to implement the approved Rural System Expansion and Connection Program.

C. Implementation Plan

1. Illustrative Implementation Schedule

All project activities, except for those under the Power Generation and Rural System Expansion Components, are scheduled to take place over a period of six years from the date of signing of the Project Agreement. Activities under the Power Generation Component will be started as soon as the Agreement is signed and are scheduled to be completed during the third project year. Activities under the Rural System Expansion Component will start the third project year and continue until the Project Assistance Completion Date (PACD), which is September 30, 1988.

As soon as possible after the Project Agreement is signed, short-term technical assistance will be provided to assist WAPDA to review and finalize the specifications, economic analysis and tender documents for the Guddu Combined Cycle Power Generation Facility. While the documents are being reviewed, WAPDA, in collaboration with the Mission, will finalize arrangements for financing of the balance of the foreign exchange costs of the Facility. Upon receipt of acceptable documents and

confirmation that the balance of funding has been secured, the Mission will authorize WAPDA to issue the tender documents for the items that will be financed with A.I.D. funds and a request for proposals for the provision of long-term technical assistance that will be required to approve as built drawings, inspect equipment, and monitor construction.

At the same time, the Mission will negotiate a direct A.I.D.contract for the Technical Assistance Team (TAT) required to implement components 1-4 and will place orders for the vehicles required by the TAT. The priority focus of the TAT will be the development of the Rural Electrification Master Plan which should be finished by June 1983. The TAT will also focus on the development of the Comprehensive Training and Energy Loss Reduction Programs, the organization of the Sister Utilities Exchange Program, arrangements to train WAPDA implementation staff, and the contracting and training of Pakistani TAT staff. All these activities should be completed within six months after the arrival of the TAT. Activities under the Comprehensive Training, Sister Utility Exchange and Energy Loss Reduction Programs will be phased in as each program is approved. Temporary quarters will be used for in-country training under the Comprehensive Training Program until the permanent facility is completed at the end of the third year of the project. The first activity under the Energy Loss Reduction Program will be the award of contracts for commodities that will have to be imported from the United States. Simultaneously, the preparation of energy loss reduction Work Orders will begin and a number of Work Orders will be approved and ready to execute as soon as the first materials arrive at the end of the first quarter of the second project year. Rural System Expansion activities will follow this same sequence with a lag of several months depending on the status of power generation construction and the National Rural Electrification Master Plan.

2. A.I.D. Responsibilities

A.I.D. will be responsible for : (a) contracting with all technical consultants except the long-term advisors to be provided under the Power Generation component; (b) purchasing all vehicles, computer hardware and software and other equipment to be funded under this project as may be mutually agreed between the parties; (c) advance approval of the design and cost estimates for all work orders under the Energy Loss Reduction and Rural System Expansion components, inspections of works, and certification for payment of all such works financed under this project; (d) arranging for short-term and long-term training in the United States; and, (e) providing

sufficient staff to participate in the scheduled project evaluations and to liaise with GOP/WAPDA staff in the implementation of this project.

3. GOP/WAPDA Responsibilities

GOP responsibility for each of the five components of the project will be as follows :

Project Component	Component Manager
Institutional Improvement	General Manager of Distribution
Distribution Function Training	Chief, Distribution Training (New Position)
Distribution System Energy Loss Reduction	Chief Engineer, Design (Distribution)
Power Generation	Chief Engineer, Thermal Generation
Rural Distribution System Expansion	Chief Engineer, Rural Electrification

Each of the Component Managers in WAPDA will be responsible for : (a) all aspects of the implementation of the component assigned; (b) the timely coordination of the activities of their component with the Managers of the other four components and other officers and administrative units of WAPDA and the GOP; (c) providing adequate counterparts to work with consultants; (d) liaising on a day-to-day basis with A.I.D. representatives and members of the Technical Assistance Team; (e) assisting with the scheduling of and participating in project evaluations; (f) procuring commodities to be financed under this project as may be mutually agreed between the parties. The Chief Engineer, Thermal Generation will also be responsible for contracting for the long-term technical assistance programmed under the Power Generation component.

ILLUSTRATIVE

A.I.D. Project No.391-0473
Rural Electrification
Project Agreement No. 83-08

SUMMARY OF PROJECT COSTS
BY EXPENSE CATEGORY AND SOURCE OF FUNDING 5/
(In 000s)

Expense Category	CUMULATIVE (FY 1982 AND FY 1983 TO DATE)						LIFE OF PROJECT FUNDING 2/					
	A.I.D. Dollars			US Rupees (Rs.)	GOP Rs. (Rs.)	Other1/ Donors ($)	A.I.D. Dollars 3/			U.S.Rs. (Rs.)	GOP Rs. (Rs.)	Other1/ Donors ($)
	Loan ($)	Grant ($)	Total ($)				Loan ($)	Grant ($)	Total ($)			
1. Technical Assistance												
a. Short-Term	-	2,544	2,544	-	-	-	-	2,544	2,544	11,576	-	-
b. Long-Term	-	10,225	10,225	-	-	-	-	14,225	14,225	89,753	-	-
2. Training												
a. U.S.												
i. Short-Term	-	2,899	2,899	-	-	-	-	3,899	3,899	18,458	-	-
ii. Long-Term	-	821	821	-	145	-	-	821	821	705	426	-
b. In-Country	-	-	-	-	23,676	-	-	-	-	-	71,014	-
3. Commodities												
a. Vehicles	-	200	200	-	-	-	-	268	268	-	-	-
b. Other	27,000	3,000	30,000	-	63,208	60,500	55,325	19,334	74,659	1,180	252,830	60,500
4. Other Costs												
a. Construction	-	-	-	-	728,603	-	-	-	-	38,572	945,672	-
b. Operating Costs	-	-	-	-	234,238	-	-	-	-	-	234,238	-
c. FAR 4/	-	1,000	1,000	-	-	-	46,493	-	46,493	-	-	-
Sub-Total	27,000	20,689	47,689	-	1,049,870	60,500	101,818	41,091	142,909	160,244	1,504,180	60,500
Contingency	-	311	311	-	-	-	10,182	1,909	12,09.	15,756	150,420	-
TOTAL	27,000	21,000	48,000	-	1,049,870	60,500	112,000	43,000	155,000	176,000	1,654,600	60,500

1/ The AOB is expected to provide $60.5 million in FY 1983 to cover the balance of the foreign exchange costs of Phase 1 of the Guddu Combined Cycle Gas Turbine Power Generation Project.
2/ Subject to the availability of funds to A.I.D. for this purpose, and to the mutual agreement of the parties to proceed at the time of each subsequent increment.
3/ Does not include $15 million earmarked under the Agricultural Commodities and Equipment Project (391-0468) in FY 1984 to import transformers, capacitors, meters and other equipment to connect irrigation tubewell pumps and other rural customers under this project, subject to the availability of funds to A.I.D. for this purpose.
4/ Payments under fixed Amount Reimbursement System for Energy Loss Reduction and Rural System Expansion Components.
5/ AID Grant Funds are to be provided under separate Agreement.

TURKEY

Economic Assistance: Economic and Financial Support

Agreement signed at Ankara April 22, 1983;
Entered into force April 22, 1983.
And amending agreement
Signed at Ankara September 30, 1983;
Entered into force September 30, 1983.

LOAN AGREEMENT

BETWEEN

THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE REPUBLIC OF TURKEY

Agreement, dated the 22nd day of April, 1983 between the Government of the Republic of Turkey ("Turkey") and the United States of America acting through the Agency for International Development ("A.I.D."), together referred to as the "Parties".

WHEREAS, the Government of the Republic of Turkey has undertaken a vigorous program of economic reforms to stabilize its economy, and

WHEREAS, the Government of the United States, acting through the Agency for International Development, is desirous of supporting these efforts,

NOW THEREFORE, The Parties hereto agree as follows:

ARTICLE I

THE LOAN

A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended, agrees to lend Turkey, under the terms of this Agreement, not to exceed FORTY FIVE MILLION United States dollars ($45,000,000) (The "Loan") for balance-of-payments financing to support and promote the financial stability and economic recovery of Turkey. The aggregate amount of disbursements under the Loan is referred to as "Principal".

ARTICLE II

LOAN TERMS

SECTION 2.1 INTEREST

Turkey will pay to A.I.D. Interest which shall accrue at the rate of five percent (5%) per annum following the date of the first disbursement hereunder on the outstanding balance of Principal and on any due and unpaid Interest. Interest on the outstanding balance will accrue from the date (as defined in Section 4.2) of each respective disbursement, and will be payable semi-annually. The first payment of Interest will be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

SECTION 2.2 REPAYMENT

Turkey will repay to A.I.D. the Principal within twenty (20) years from the date of first disbursement of the Loan in thirty-one (31) approximately equal semi-annual installments of Principal and Interest. The first installment of Principal will be payable four and one-half (4 1/2) years after the date on which the first Interest payment is due in accordance with Section 2.1. A.I.D. will provide Turkey with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 2.3 APPLICATION, CURRENCY AND PLACE OF PAYMENT

All payments of Interest and Principal hereunder will be made in U.S. dollars and will be applied first to the payment of Interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A. and will be deemed made when received by the Office of Financial Management.

SECTION 2.4 PREPAYMENT

Upon payment of all Interest due, Turkey may prepay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in the inverse order of their maturity.

SECTION 2.5 TERMINATION ON FULL PAYMENT

Upon payment in full of the Principal and any accrued Interest, this Agreement and all obligations of Turkey and A.I.D. under it will cease.

SECTION 2.6 EVENTS OF DEFAULT ACCELERATION

It will be an "Event of Default" if Turkey shall have failed:

(a) To pay when due any Interest or installment of Principal required under this Agreement, or

(b) To comply with any other provision of this Agreement, or

(c) To pay when due any Interest or installment of Principal or other payment required under any other loan, guaranty or other agreement, between Turkey or any of its agencies and A.I.D. or any of its predecessor agencies. If an Event of Default shall have occured, then A.I.D. may give Turkey notice that all or any part of the unpaid Pricipal will be due and payable sixty (60) days thereafter, and unless such Event of Default is cured within that time, such unrepaid Principal and accrued Interest hereunder will be due and payable immediately.

SECTION 2.7 CONTINUED EFFECTIVENESS OF AGREEMENT

Notwithstanding any acceleration of repayment, the provisions of this Agreement will continue in effect until the payment in full of all Principal and accrued Interest hereunder.

ARTICLE III

CONDITIONS PRECEDENT TO DISBURSEMENT

SECTION 3.1 DISBURSEMENT

Prior to disbursement under the Loan, Turkey will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of the Chief Legal Advisor of the Ministry of Finance, that this Agreement has been duly authorized, and/or ratified by, and executed on behalf of Turkey, and that it constitutes a valid legally binding obligation of Turkey in accordance with all of its terms; and

(b) A statement of the name of the person holding or acting in the office specified in Section 6.2, and of any additional representatives, together with a specimen signature of each person specified in such statement.

SECTION 3.2 NOTIFICATION

When A.I.D. has determined that the conditions precedent specified in Section 3.1 have been met, it will promptly notify Turkey.

SECTION 3.3 TERMINAL DATE FOR CONDITIONS PRECEDENT

If all the conditions specified in Section 3.1 have not been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D. at its option may terminate this Agreement by written notice to Turkey.

ARTICLE IV

DISBURSEMENT

SECTION 4.1 DEPOSIT OF DISBURSEMENTS

After satisfaction of the conditions precedent, at the written request of Turkey, A.I.D. will deposit the proceeds of the Loan in the bank or banks in the United States designated in writing by Turkey.

SECTION 4.2 DATE OF DISBURSEMENT

Disbursement by A.I.D. will be deemed to occur on the date(s) the proceeds of the Loan are deposited by A.I.D. in (are disbursed by A.I.D. to) the bank or banks designated pursuant to Section 4.1.

SECTION 4.3 TERMINAL DATE FOR REQUESTING DISBURSEMENT

Except as A.I.D. may otherwise agree in writing, the terminal date for requesting disbursement of the Loan proceeds shall be six (6) months from the date of this agreement.

ARTICLE V

PURPOSES OF FUNDS

SECTION 5.1

Turkey agrees that the Loan will be used for balance-of-payments financing and will not be used for financing military requirements of any kind, including the procurement of commodities or services for military purposes.

ARTICLE VI

MISCELLANEOUS

SECTION 6.1 COMMUNICATIONS

Turkey undertakes to provide to A.I.D. such information relating to the economic and financial situations and related problems of Turkey as reasonably may be requested in writing by A.I.D. Any notice, request, documents, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To Turkey: Ministry of Finance
Government of the
Republic of Turkey
Ankara, Turkey

To A.I.D.: Director
Office of Project Development
Near East Bureau
A.I.D.
Washington, D.C. 20523

All such communications will be in English, unless the Parties otherwise agree in writing; other addresses may be substituted for the above upon the giving of notice. Turkey, in addition, will provide the U.S. Embassy in Ankara with a copy of each communication sent to A.I.D.

SECTION 6.2 REPRESENTATIVES

For all purposes relevant to this Agreement, Turkey will be represented by the individual holding or acting in the Office of Minister of Finance and A.I.D. will be represented by the U.S. Ambassador, each of whom, by written notice, may designate additional representatives.

The names of the representatives of Turkey, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized an instrument signed by such representatives in implementation of this Agrement, until receipt of written notice of revocation of their authority.

IN WITNESS WHEREOF, the Republic of Turkey and the United States of America, each acting through its duly authorized representatives, have caused this Agreement to be signed in their names and delivered, as of the day and year first above written.

FOR THE UNITED STATES OF AMERICA

Robert Strausz-Hupe
Ambassador

FOR THE REPUBLIC OF TURKEY

Adnan Baser Kafaoglu
Minister of Finance

[AMENDING AGREEMENT]

LOAN AGREEMENT AMENDMENT

BETWEEN

THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE REPUBLIC OF TURKEY

Amendment, dated the 30th day of September, 1983, between The Government of the Republic of Turkey ("Turkey") and The United States of America, acting through the Agency for International Development ("A.I.D."), together referred to as the "Parties".

Whereas, the Parties have heretofore entered into an Assistance Agreement dated April 22, 1983 (the "Agreement"), pursuant to which A.I.D. agreed to loan Turkey forty five million United States Dollars ($45,000,000), and

Whereas, the Parties intend to increase the amount of such assistance subject to the same loan terms and conditions as are provided in the Agreement,

Now, therefore, the Parties hereto agree that the Agreement shall be and hereby is amended by making the following change:

> The provision in Article I, "forty five million United States Dollars ($45,000,000)", is deleted and substituted therefore is the provision "eighty five million United States Dollars ($85,000,000)".

Except as specifically amended hereby, the Agreement shall remain in full force and effect.

In witness whereof, the Government of the Republic of Turkey and the Government of the United States of America, each acting through its respective duly authorized representative, have caused this amendment to be signed in their names and delivered as of the day and year first above written.

FOR THE UNITED STATES OF AMERICA:

Frank H. Perez
Charge d'Affaire, a.i.

FOR THE REPUBLIC OF TURKEY:

Ertugrul Kumcuoglu
Undersecretary
Ministry of Finance

GUINEA

Agricultural Commodities

Agreement signed at Conakry December 10, 1977;
Entered into force December 10, 1977.
And agreement signed at Conakry May 9, 1981;
Entered into force May 9, 1981.
And agreement signed at Conakry June 7, 1982;
Entered into force June 7, 1982.
And agreement signed at Conakry June 4, 1983;
Entered into force June 4, 1983.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF GUINEA
FOR THE SALES OF AGRICULTURAL COMMODITIES
UNDER THE PUBLIC LAW 480 TITLE I PROGRAM

The Government of the United States of America and the Government of the Republic of Guinea have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III of the P. L. 480 Title I Agreement signed on April 21, 1976[1] together with the following Part II:

PART II- PARTICULAR PROVISIONS:

1. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value -(Millions)
Wheat/Wheat Flour (Flour Basis)	1978	10,000	DOLS 1.7
Rice	1978	7,000	1.9
Soybean/ Cottonseed Oil	1978	3,000	1.9
Total:			DOLS 5.5

II. Payment Terms: Convertible Local Currency Credit

1. Initial Payment - 5 percent
2. Currency Use Payment - None
3. Number of installment payments - 25
4. Amount of each installment payment - Approximately equal annual amounts
5. Due date of first installment payment - 6 years after date of last delivery of commodities in each calendar year
6. Initial Interest Rate - 2 percent
7. Continuing Interest Rate - 3 percent

[1] TIAS 8378; 27 UST 3467.

III. Usual Marketing Table

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Wheat/Wheat Flour (Flour Basis)	1978	3,200
Rice	1978	5,700
Edible Vegetable Oils and/or Oil Bearing Seeds (Oil Equivalent Basis)	1978	2,050

IV. Export Limitations:

A. The Export Limitation Period shall be U.S. Fiscal Year 1978 or any subsequent U.S. Fiscal Year during which commodities financed under this agreement are being imported or utilized.

B. For the purpose of Part I, Article III A(4) of the Agreement, the commodities which may not be exported are: for Rice--Rice in the form of Paddy, Brown or Milled; for Wheat/Wheat Flour--Wheat, Wheat Flour, Rolled Wheat, Semolina, Farina, Bulgur (or the same product under a different name); and for Soybean/Cottonseed Oil--all edible vegetable oils, including Soybean Oil, Peanut Oil, Sesame Oil, Sunflower Oil, Cottonseed Oil, Rapeseed Oil, and any edible oil bearing seeds from which edible oils are produced.

V. Self-Help Measures:

A. In implementing these Self-Help Measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of the Republic of Guinea agrees to:

1. Utilize the assistance of appropriate international organizations to provide incentives to farmers to increase food crop production, particularly for rice, and to study and modify food procurement and distribution systems.

2. Increase efforts to stabilize price fluctuations and reduce losses to farmers through improved marketing priorities and storage facilities.

3. Continue to accelerate the planning and construction of needed grain storage facilities with specific quantity targets to be established by June 30, 1978. Separate targets should be set for port areas, terminal locations, market centers, and farm storage.

4. Accelerate applied research on food crops and strengthen extension service to assure that information on improved varieties, fertilizer requirements and cropping practices are disseminated to the producers.

5. Strengthen the training of mid-level officials in vocational education and agricultural technology to emphasize the development potential of rural areas.

6. Strengthen the programs of collection and dissemination of agricultural production and trade statistics to provide improved data for planning and reporting, especially rice.

7. Improve rice milling and storage capacities through the purchase of appropriate rice mills and construction of complementary storage capacity where required.

8. Give special emphasis and support to "Agricultural Production and Training", USAID Project Number 675-0201, in order to:

a. Develop and strengthen the Research/Education/Extension Facilities at the Principal National Faculty of Agronomy and National Agricultural Research Institute at Foulaya, as well as develop one regional faculty of Agronomy at Faranah.

b. Establish an agro-pastoral demonstration farm and research station at Tindo near the Regional Faculty of Agronomy and on the Niger River Flood Plain.

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

The importing country undertakes to use the commodities provided hereunder (other than any part of such commodities excluded herefrom by subsequent agreement of the parties) or the proceeds generated by their sale, for specific projects or programs which directly benefit the needy people of that country, and to furnish to the exporting country information that demonstrates how such projects or programs will benefit such needy people. Such information shall be furnished, with respect to the commodities covered by each purchase authorization issued hereunder by the exporting country, prior to the issuance of such purchase authorization. Such information shall be deemed to be incorporated in, and to be part of, this agreement.

A report on such use shall be submitted by the importing country within six months after each delivery of commodities to the importing country hereunder.

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

Done at Conakry, in duplicate, this 10th day of December 1977.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Oliver S. Crosby
Ambassador of the
United States of America

FOR THE GOVERNMENT OF THE REPUBLIC OF GUINEA

S.E.M. Moussa Diakite
President, State Committee
for Cooperation with the
Americas and International
Organizations

ACCORD CONCLU ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE DE GUINEE EN VUE DE LA VENTE DE PRODUITS AGRICOLES
DANS LE CADRE DU PROGRAMME RELEVANT DU TITRE PREMIER DE LA LOI PUBLIQUE 480

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République de Guinée sont convenus de la vente de produits agricoles mentionnés ci-dessous. Cet accord comprendra le Préambule, les Parties I et III de l'accord de la Loi Publique 480 Titre I signée le 21 avril 1976, et la Partie II ci-après :

PARTIE II. DISPOSITIONS PARTICULIERES

Point I. Tableau des produits :

Produit.	Période d'offre (année budgétaire des Etats-Unis)	Quantité Maximum Approximative (en tonnes métriques)	Valeur Maximum sur le marché d'exportation (en millions de dollars)
Blé/Farine de blé (bases de farine)	1978	10.000	$ 1.7
riz	1978	7.000	$ 1.9
huile de soja/ huile de coton	1978	3.000	$ 1.9
		total	$ 5.5

Point II. Modalités de paiement :

Crédit en monnaie locale convertible

1. Paiement initial -- 5 pour cent
2. Paiement en monnaie locale -- Néant
3. Nombre de versements -- 25
4. Montant de chaque versement -- montants annuels approximativement égaux
5. Date d'échéance du premier versement -- 6 ans après la date de la dernière livraison des produits pour chaque année civile
6. Taux d'intérêt initial -- 2 pour cent
7. Taux d'intérêt définitif -- 3 pour cent.

Point III. Tableau des Marchés Habituels

Produit	Période d'Importation (année budgétaire des Etats-Unis)	Obligations Relatives aux Marchés Habituels (en tonnes métriques)
Blé/Farine de blé (bases de farine)	1978	3.200
riz	1978	5.700
Huiles végétales comestibles et/ou graines oléagineuses (en équivalence d'huile)	1978	2.050

Point IV. Limitation des exportations

A. La période de limitation des exportations sera l'année budgétaire des Etats-Unis 1978 ou toute année budgétaire des Etats-Unis suivante, au cours de laquelle les produits financés aux termes du présent accord seront importés ou utilisés.

B. En application de la Partie I, Article III A (4) de l'accord, les produits qui ne doivent pas être exportés sont : pour le riz -- le riz paddy, brun ou décortiqué ; pour le blé/la farine de blé -- le blé, la farine de blé, le blé en flocons, la semoule, la fécule, le BULGUR (ou le même produit sous un nom différent) ; et pour l'huile de soja/l'huile de coton -- toutes les huiles végétales comestibles, y compris l'huile de soja, l'huile d'arachide, l'huile de sésame, l'huile de tournesol, l'huile de coton, l'huile de colza, et toutes graines oléagineuses comestibles à partir desquelles sont produites les huiles comestibles.

Point V. Mesures d'Auto-assistance

A. Lors de la mise en oeuvre de ces mesures d'Auto-assistance, on s'attachera particulièrement à contribuer directement au développement dans les zones rurales pauvres et à permettre aux populations pauvres de prendre une part active à l'accroissement de la production agricole grâce à l'agriculture à petite échelle.

B. Le Gouvernement de la République de Guinée convient :

1. d'utiliser l'aide des Organisations Internationales compétentes en vue de fournir un encouragement aux agriculteurs pour augmenter la production de cultures vivrières, particulièrement pour ce qui concerne le riz, et pour étudier et modifier les systèmes d'approvisionnement et de distribution des denrées.

2. d'intensifier les efforts afin de stabiliser les fluctuations de prix et réduire les pertes subies par les exploitants grace à l'amélioration des priorités de commercialisation et des installations d'emmagasinage.

3. de continuer à accélérer la plannification et la construction des installations d'emmagasinage de graine nécessaires, les objectifs quantitatifs spécifiques devant être établis pour le 30 juin 1978. Les objectifs séparés doivent être fixés pour les zones portuaires, les lieux terminaux, les centres de marché, et l'emmagasinage fermier.

4. d'accélérer la recherche appliquée sur les cultures vivrières et de renforcer le service de vulgarisation pour assurer parmi les producteurs la diffusion des informations sur les variétés améliorées, les besoins en engrais, et les pratiques de culture.

5. de renforcer la formation des cadres aux échelons intermédiaires en matière d'enseignement professionnel et de technologie agricole pour mettre en valeur le potentiel de développement des zones rurales.

6. de rendorcer les programmes de rassemblement et de dissémination des statistiques sur la production et le commerce agricoles, pour fournir des données améliorées pour la plannification et l'information, en particulier pour ce qui concerne le riz.

7. d'améliorer le décorticage du riz et les capacités d'emmagasinage par l'achat de décortiqueuses de riz appropriées et la construction de capacités d'emmagasinage supplémentaires où elles seront nécessaires.

8. d'intensifier et d'apporter un support spécial à "la production et la formation agricoles", projet de l'USAID numéro 675-0201, afin de :

   A) développer et renforcer les installations de recherche/éducation/vulgarisation à la principale faculté nationale d'Agronomie et à l'Institut National de Recherche Agricole de Foulaya, ainsi que développer une faculté régionale d'Agronomie à Faranah.

   B) établir une ferme agro-pastorale modèle et une station de recherche à Tindo, près de la faculté régionale d'Agronomie, et sur la plaine d'inondation du fleuve Niger.

TIAS 10726

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Point VI. Objectifs de développement économique auxquels doit être consacré le produit des ventes revenant au pays importateur:

Le pays importateur s'engage à utiliser les produits fournis d'après cet accord (autres que toutes parties de ces produits exclues de cet accord par une convention ultérieure des deux parties) ou les bénéfices issus de leur vente, pour des projets ou des programmes spécifiques qui profiteront directement aux nécessiteux de ce pays, et à fournir au pays exportateur des informations qui démontrent comment ces projets ou programmes profiteront à ces nécessiteux.

Ces informations doivent être fournies pour ce qui concerne les produits couverts par chaque autorisation d'achat émise d'après cet accord par le pays exportateur avant l'émission de cette autorisation d'achat. Ces informations devront être considérées comme devant être incorporées dans cet accord et en faire partie.

Un rapport à cet effet devra être soumis par le pays importateur dans les six mois qui suivent chaque livraison de produits au pays importateur d'après cet accord.

EN FOI DE QUOI, les représentants soussignés, dûment autorisés à cet effet, ont signé le présent accord.

FAIT à Conakry, en deux exemplaires, le 10 décembre 1977

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

Oliver S. CROSBY
Ambassadeur des
Etats-Unis d'Amérique

POUR LE GOUVERNEMENT DE LA REPUBLIQUE DE GUINEE

S.E.M. Moussa Diakité
Président, Comité d'Etat
de Coopération Avec Les
Pays d'Amérique et Organismes
Internationaux

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE PEOPLE'S REVOLUTIONARY REPUBLIC OF GUINEA
FOR THE SALE OF AGRICULTURAL COMMODITIES
UNDER PUBLIC LAW 480 TITLE I PROGRAM

The Government of the United States of America and the Government of the People's Revolutionary Republic of Guinea have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Part I and III of the April 21, 1976 Agreement together with the following Part II:

PART II. PARTICULAR PROVISIONS:

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Rice	1981	10,500	DOLS 5.0
Wheat Flour	1981	3,500	1.0
Vegetable Oil	1981	1,300	1.0
Total:			DOLS 7.0

Item II. Payment Terms: Convertible Local Currency Credit (30 Years).

A. Initial Payment - Five (5) Percent.

B. Currency Use Payment - None.

C. Number of Installment Payments - Twenty-Six (26).

D. Amount of each Installment Payment - Approximately equal annual installments.

E. Due Date of First Installment Payment - Five (5) years from date of last delivery of commodities in each calendar year.

F. Initial Interest Rate - Two (2) Percent.

G. Continuing Interest Rate - Three (3) Percent.

Item III. Usual Marketing Table:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Rice	1981	33,000
Wheat/Wheat Flour (Grain Equivalent Basis)	1981	8,000
Edible Vegetable Oils and/or Oil Bearing Seeds (Oil Equivalent Basis)	1981	1,400

Item IV. Export Limitations:

A. The Export Limitation Period shall be United States Fiscal Year 1981 or any subsequent United States Fiscal Year during which commodities financed under this agreement are being imported or utilized.

B. For the purpose of Part I, Article III (A) (4) of this agreement, the commodities which may not be exported are: for Rice -- Rice in the form of paddy, brown or milled; for Wheat/Wheat Flour -- Wheat, Wheat Flour, Rolled Wheat, Semolina, Farina, Bulgur (or the same products under different names); and for Vegetable Oil -- Vegetable Oils, including Soybean Oil, Peanut Oil, Sesame Oil, Sunflower Oil, Rapeseed Oil, and any edible oil bearing seeds from which the above edible oils are produced with the exception of Palm Kernels for which a permissible export ceiling of 13,300 MT has been established.

C. Due to the export of 300 MT of Rice in violation of the export limitation of the Fiscal Year 1980 P.L. 480 Title I Agreement, the Government of Guinea agrees to make a commercial purchase, utilizing its own resources, of an equivalent amount of rice from the United States during Fiscal Year 1981 (October 1, 1980 - September 30, 1981).

The Government of Guinea agrees that this off-setting purchase will be over and above the Fiscal Year 1981 Usual Marketing Requirement (UMR) for rice specified in Item III above.

Item V. Self-Help Measures:

A. The Government of the importing country agrees to undertake Self-Help measures to improve the production, storage, and distribution of agricultural commodities. The following Self-Help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of the People's Revolutionary Republic of Guinea agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation:

1. Upgrade programs of assistance to small farmers aimed at increasing food crop production, and in particular rice production. As part of this effort, the Government of the People's Revolutionary Republic of Guinea will offer adequate monetary and consumer goods incentives to small farmers and will make available at reasonable prices seed, fertilizers, and equipment needed to implement the improved production techniques taught by extension agents.

2. Continue programs of applied agricultural research in food crop production and activities to improve the agricultural extension service by facilitating the dissemination of improved production techniques to the small farmers.

3. Continue programs to improve the marketing of agricultural production by stabilizing prices for inputs and

production, by upgrading and expanding market facilities and farm-to-market roads, and by supporting appropriate research on the constraints to better marketing in Guinea.

4. Continue programs to improve the processing and distribution of food crops, including the expansion of rice milling and storage facilities at the village level.

5. Continue activities to strengthen the training of mid-level Government officials in agricultural technology, vocational education, and management training in order to increase the number of trained officials assigned to rural development projects.

6. In collaboration with the Ministry of Agriculture, Water and Forests, the Ministry of FAPAs and Agricultural Cooperatives, other appropriate Government agencies, and national university departments, the Government of the People's Revolutionary Republic of Guinea shall institute a baseline study designed to generate crop reporting, input data, marketing, and rural economic data for domestic agricultural production, especially for domestic production of PL 480 programmed commodities. The USDA, Title XII institutions, consulting firms, or international organizations may be approached for technical assistance as required through the use of PL 480 generated funds.

Item VI. Economic Development purposes for which Proceeds accruing to Importing Country are to be used:

A. The Commodities provided in this Agreement or the proceeds accruing to the importing country from the sale of such commodities, will be used for the following projects/programs which directly benefit the needy of the importing country:

1. Rice Production Programs;
2. Agricultural Infrastructure;
3. Agricultural Research and Extension;
4. Manpower Training and Development;
5. Agricultural Information System.

B. The projects/programs identified under Item VI (A) above will directly benefit the needy people of the importing country by improved small farm production, income and nutritional levels and standard of living.

1. The liberalization of private trade and increased cash payments to farmers will create new incentives to increase production, thereby cutting the rice deficit. These measures will improve both the diet and the purchasing power of the neediest sectors of the Guinean population.

2. Improvements in the processing and distribution of food crops will also help ensure that the neediest in food-deficit areas will receive an adequate diet. Nearly-completed road projects have improved the exchange of food grains and consumer goods between urban centers and food-grain areas.

3. Agricultural institutes and research centers are training Guineans at all levels. Graduates of these institutions are now working in each of the 33 regions of Guinea. The continuation of their research efforts and the improvement of extension services will spread into rural areas.

4. Trained mid-level officials are managing new unit of agricultural production, the FAPA (Agro-Pastoral Farm at the Arrondisement level). Initially supplied by the Government with technicians and the necessary machinery,

seeds, and fertilizer, FAPA's are designed to become self-supporting rural cooperatives which will add to national agricultural output and sell their production on local, regional, and national markets. They will reinvest their profits in the cooperative itself.

5. The Government of the People's Revolutionary Republic of Guinea in cooperation with the FAO has begun a program to train agricultural statisticians and soil scientists as part of an overall effort to expand and improve the statistical base which is used to measure and plan agricultural production. The results of these efforts should prove useful in the identification and design of new AID programs in Guinea.

C. In addition to the report required by Part I, Article II (F) of this agreement, the importing country agrees to report on the progress of implementation of the projects/programs identified in Item VI(A) above, and how these activities have benefited the needy directly. Such report shall be made by the importing country within six months following the last delivery of commodities in the first calendar year of the agreement and every six months thereafter until all the commodities provided hereunder, or the proceeds from their sale have been used for the project/program specified in Item VI(A) above. In case of discrepancies between the English and French texts, the English language shall prevail.

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

Done at Conakry, in duplicate, the 9th day of May 1981.

FOR THE GOVERNMENT OF THE PEOPLE'S REVOLUTIONARY REPUBLIC OF GUINEA

S.E.M. Abdoulaye Diao Balde

Minister of Domestic Commerce

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Allen C. Davis

Ambassador of the United States of America

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ACCORD CONCLU ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE POPULAIRE REVOLUTIONNAIRE DE GUINEE EN VUE DE LA VENTE DE PRODUITS AGRICOLES DANS LE CADRE DU PROGRAMME RELEVANT DU TITRE PREMIER DE LA LOI PUBLIQUE 480

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Populaire Révolutionnaire de Guinée sont convenus de la vente des produits agricoles précisés ci-dessous. Cet Accord comprendra le Préambule, les Ière et IIIème Parties de l'Accord du 21 avril 1976 et la IIème Partie ci-après:

IIème PARTIE, DISPOSITIONS PARTICULIERES

Point I. Tableau des Produits

Produit	Période d'offre (année budgétaire des Etats-Unis)	Quantité Maximum Approximative (en tonnes métriques)	Valeur Maximum sur le marché d'exportation (en millions de dollars)
Riz	1981	10.500	$ 5,0
Farine de Blé	1981	3.500	$ 1,0
Huile Végétable	1981	1.300	$ 1,0
		TOTAL	$ 7,0

Point II. Modalités de Paiement:

Crédit en monnaie locale convertible (30 ans)

1. Paiement initial -- 5 pour cent
2. Paiement en monnaie locale -- Néant
3. Nombre de versements -- 26 versements
4. Montant de chaque versement -- montants annuels approximativement égaux.
5. Date d'échéance du premier versement -- 5 ans après la date de la dernière livraison des produits pour chaque année civile.
6. Taux d'intérêt initial -- 2 pour cent
7. Taux d'intérêt définitif -- 3 pour cent

Point III. Tableau des marchés habituels

Produit	Période d'importation (année budgétaire des Etats-Unis)	Obligations relatives aux marchés habituels (en tonnes métriques)
Riz	1981	33.000
Blé/Farine de Blé (en équivalence de grain)	1981	8.000
Huiles végétales comestibles et/ou Graines oléagineuses (en équivalence d'huile)	1981	1.400

Point IV. Limitation des exportations

A. La période de limitation des exportations sera l'année budgétaire des Etats-Unis 1981 ou toute année budgétaire des Etats-Unis suivante, au cours de laquelle les produits financés aux termes du présent Accord seront importés ou utilisés.

B. En application de l'Article III A (4), Ière Partie de l'Accord, les produits qui ne doivent pas être exportés sont: pour le riz -- le riz paddy, brun ou blanchi; et pour le blé/farine de blé -- le blé, la farine de blé, le "rolled-wheat", la semoule, la fécule la "bulgur" (ou le même produit sous des noms différents); et pour l'huile végétale -- les huiles végétales, y compris l'huile de soja, l'huile d'arachide, l'huile de sésame, l'huile de tournesol, l'huile de colza, et toutes graines oléagineuses comestibles à partir desquelles sont produites les huiles comestibles ci-dessus à l'exception des noix de palme pour lesquelles un plafond d'exportation permis de 13,300 tonnes métriques a été établi.

C. Etant donné l'exportation de 300 tonnes métriques de riz en violation de la limite d'exportation de l'Accord Loi Publique 480 Titre I pour l'année budgétaire 1980, le Gouvernement Populaire Révolutionnaire de Guinée est d'accord pour faire un achat commercial, utilisant ses propres ressources, d'une quantité de riz équivalente en provenance des Etats-Unis pendant l'année budgétaire 1981 (Ier Octobre 1980 - 30 Septembre 1981). Le Gouvernement Populaire Révolutionnaire de Guinée est d'accord sur le fait que cet achat compensatoire sera fait en excès et au-delà des obligations relatives aux marchés habituels de l'année budgétaire 1981, pour le riz spécifié dans le Point III ci dessus.

Point V. Mesures d'Auto-assistance

A. Le Gouvernement du Pays importateur s'engage à entreprendre des mesures d'auto-assistance pour améliorer la production, l'emmagasinage et la distribution des produits agricoles. Les mesures suivantes d'auto-assistance seront mises en oeuvre pour contribuer directement au progrès du développement dans les régions rurales pauvres et à permettre aux

paysans pauvres de participer activement à l'accroissement de la production agricole grâce à l'agriculture à petite échelle.

B. Le Gouvernement de la République Populaire Révolutionnaire de Guinée convient d'entreprendre les activités suivantes tout en fournissant des ressources financières, techniques et administratives appropriées pour leur mise en oeuvre.

1. Améliorer les programmes d'assistance aux fermiers de petites exploitations dans le but d'accroître la production vivrière, et particulièrement la production du riz. Dans l'accomplissement de ce but, le Gouvernement de la République Populaire Révolutionnaire de Guinée encouragera les fermiers de petites exploitations en versant des paiements tels qu'ils stimuleront la production agricole et en fournissant des biens de consommation adéquats ainsi qu'en rendant disponibles à des prix abordables les semences, les engrais et les équipements requis pour l'application des techniques de production améliorée enseignées par les services de vulgarisation.

2. Continuer les programmes de recherches appliquées dans le domaine de la production vivrière et les activités pour améliorer les services de vulgarisation en facilitant la dissémination des techniques de production améliorées aux fermiers de petites exploitations.

3. Continuer les programmes pour améliorer la commercialisation de la production agricole par la stabilisation des prix des éléments de production et les produits agricoles, ar l'amélioration et le développement de l'infrastructure des marchés et des routes secondaires et par l'encouragement des recherches appropriées dans le but d'éliminer les facteurs qui contraignent, pour une meilleure commercialisation en Guinée.

4. Continuer les programmes pour améliorer le traitement et la distribution des récoltes vivrières, y compris le développement de l'infrastructure au niveau des villages dans le but d'améliorer les méthodes de décorticage et de stockage du riz.

5. Continuer les programmes pour renforcer la formation des fonctionnaires de cadre moyen dans le domaine de la technologie agricole, de l'instruction professionnelle et de la formation administrative dans le but d'accroître le nombre de fonctionnaires qualifiés désignés aux projets de développement rural.

6. Le Gouvernement de la République Populaire Révolutionnaire de Guinée, en coopération avec le Ministère de l'Agriculture, Eaux et Forêts, le Ministère des FAFA et Coopératives Agricoles, d'autres organismes gouvernementaux compétents et les facultés universitaires au niveau national, établira une recherche de base dans le but de produire des rapports sur les récoltes, sur les éléments de production, sur la commercialisation et sur les données économiques rurales pour la production agricole nationale, et particulièrement pour la production nationale des mêmes denrées que celles fournies par le programme P.L. 480. Si nécessaire, l'assistance technique de l'USDA, des institutions sous Titre XII, des sociétés de consultants ou des organisations internationales pourrait être sollicitée, et ce par l'utilisation des fonds générés par le programme PL 480.

Point VI. Objectifs de développement économique auxquels doit être consacré les fonds réalisés par la République Populaire Révolutionnaire de Guinée par la vente des produits provenant du programme PL 480

A. Les denrées fournies dans le présent Accord ou les bénéfices afférents à la Guinée générés par la vente de telles denrées, seront utilisés pour les projets/programmes suivants qui profiteront directement aux nécessiteux du pays importateur:

1. Programmes de production de riz.

2. Infrastructure agricole.

3. Recherche et vulgarisation agricoles.

4. Formation et développement de la main d'oeuvre.

5. Système d'information agricole.

B. Les projets/programmes identifiés sous le Point VI (A) ci-dessus profiteront directement aux couches nécessiteuses du pays importateur en améliorant la production dans les petites exploitations ainsi que le revenu, le niveau de nutrition et le niveau de vie.

1. L'assouplissement du commerce privé et l'augmentation des paiements en argent liquide en faveur des fermiers stimuleront davantage l'accroisemment de la production, comblant ainsi le déficit en riz. Ces mesures amélioreront à la fois le régime alimentaire et le pouvoir d'achat des couches les plus nécessiteuses de la population guinéenne.

2. Les améliorations portées au traitement et à la distribution des récoltes vivrières aideront également à assurer que les plus nécessiteux dans les régions souffrant de déficit alimentaire reçoivent un régime alimentaire convenable. Les projets routiers presque terminés ont amélioré les moyens d'échange commercial des céréales vivrières et des biens de consommation entre les centres urbains et les régions rurales productrices de céréales vivrières.

3. Les facultés d'agronomie et les centres de recherche dispensent des cours de formation aux Guinéens de tous les niveaux. Les diplômés de ces institutions travaillent actuellement dans chacune des 34 régions de Guinée. La continuation de leurs efforts dans le domaine de la recherche et de l'amélioration des services de vulgarisation faciliteront la dissémination des techniques modernes d'agriculture, de santé et de production dans les régions rurales.

4. Les cadres moyens formés ont pris actuellement la direction de nouvelles unités de production agricole, la Ferme Agro-Pastorale d'arrondissement (FAPA). Dotées au départ de l'assistance du Gouvernement (fourniture de techniciens, d'équipements nécessaires, de semences et d'engrais), les FAPAs sont conçues de façon à devenir des coopératives rurales auto-suffisantes qui contribueront à la production nationale agricole et vendront leur production sur les marchés locaux,régionaux et nationaux et réinvestiront leurs bénéfices dans la coopérative même.

5. Le Gouvernement de la République Populaire Révolutionnaire de Guinée en coopération avec la FAO a amorcé un programme pour former des statisticiens et des pédologues dans un but plus grand d'élargir et d'améliorer la base statistique utilisée pour mesurer et planifier la production agricole. Les résultats de ces efforts devraient s'avérer utiles pour déterminer et planifier de nouveaux programmes d'assistance en Guinée.

C. En plus du rapport requis par la Première Partie Article II (F) du présent Accord, le pays importateur (La République Populaire Révolutionnaire de Guinée) convient de soumettre des rapports sur les progrès de la mise en oeuvre des projets/programmes identifiés dans l'Article V (B) ci-dessus, et dans quelle mesure ils ont profité directement aux nécessiteux. Ces rapports seront préparés par le Gouvernement de la République Populaire Révolutionnaire de Guinée dans les six mois qui suivront la dernière livraison des denrées durant la première année civile de l'Accord et tous les six mois après jusqu'à ce que toutes les denrées fournies selon le présent Accord, ou les bénéfices provenant de leur vente aient été utilisés à des projets/programmes spécifiés à l'Article V (B) ci-dessus. En cas de divergence entre le texte anglais et le texte français, le texte anglais prévaudrait.

EN FOI DE QUOI les représentants soussignés dûment autorisés à cet effet, ont signé le présent Accord.

FAIT A CONAKRY en deux exemplaires, le 9 Mai 1981.

POUR LE GOUVERNEMENT DE LA REPUBLIQUE POPULAIRE REVOLUTIONNAIRE DE GUINEE

S.E.M. Abdoulaye Diao Baldé
Ministre du Commerce Intérieur

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

Allen C. Davis
Ambassadeur des Etats-Unis

AGREEMENT BETWEEN THE GOVERNMENT OF THE

UNITED STATES OF AMERICA AND THE

GOVERNMENT OF GUINEA

FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Guinea agree to the sale of agricultural commodities specified below. This Agreement shall consist of the preamble and parts I and III of the Agreement signed April 21, 1976, together with the following part II:

Part II. PARTICULAR PROVISIONS

Item I. Commodity table

Commodity	Supply Period (U.S. fiscal year)	Approximate Quantity (metric tons)	Maximum Export Market Value (Dols million)
Rice	1982	17,500	$5.0
		TOTAL	$5.0

Item II. Payment terms

Convertible local currency credit (CLCC)

A. Initial payment - Five (5) percent;

B. Currency use payment - none;

C. Number of installment payments - twenty-six (26);

D. Amount of each installment payment - approximately equal annual amounts;

E. Due date of first installment payment - five (5) years after date of last delivery of commodities in each calendar year;

F. Initial interest rate - two (2) percent;

G. Continuing interest rate - three (3) percent.

Item III. Usual Marketing table

Commodity	Import Period (U.S. fiscal year)	Usual Marketing Requirement (Metric tons)
Rice	1982	34,000

Item IV. Export limitations

A. The export limitation period:

The export limitation period shall be United States fiscal year 1982, or any subsequent United States fiscal year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to which export limitations apply:

For the purposes of Part I, Article III (A) (4) of this Agreement, the commodity which may not be exported is: rice, in the form of paddy, brown or milled.

Item V. Self-help measures

A. The Government of Guinea agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small-farm agriculture.

B. The Government of Guinea agrees to undertake the following activities and in doing so to provide adequate financial, technical, and managerial resources for their implementation.

1. Women in Agribusiness: two vegetable production and marketing cooperatives;

2. Applied Research on crop diseases, fertilizers and planting techniques;

3. GRPRG-World Bank price incentives study;

4. Small farmer participation in reforestation and composting efforts, in conjunction with the GRPRG-FAO project in the Fouta-Djallon;

5. Small-scale irrigation and well construction;

6. World Bank-ONADER credit program for 3,000 rice farmers in Guéckédou;

7. Appropriate technology research for small farmers;

Item VI. Economic development purposes for which proceeds accruing to Government of Guinea are to be used

A. The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement, for development in the agricultural and rural development sectors, in a manner designed to increase the access of the poor in Guinea to an adequate, nutritious and stable food supply, and for the following projects/programs:

1. Small-scale irrigation development and wells construction, in conjunction with EEC/FED.

2. Credit for agricultural inputs for 3,000 rice farmers in Guéckédou region, in conjunction with the World Bank rice production project.

3. Guinea Mother-Child Health project A.M.I.S., (GRPRG-USAID).

4. Agricultural Production, Capacity and Training (GRPRG-USAID).

B. In the use of proceeds for these purposes emphasis will be placed directly on improving the lives of the poorest of the Guinean people and increasing their capacity to participate in the development of their country. Projects chosen to receive counterpart support will target the need of the Guinean small farmer and his family who comprise 80 percent of the population. The four projects listed above benefit the small farm family in the following ways:

1. The small-scale irrigation development and well-digging project is designed to increase villagers' access to potable water for domestic use, while channeling water to nearby vegetable gardens. The project will reduce time spent gathering water and transporting it to field, freeing villagers for more productive work.

2. The World Bank credit plan will give 3.000 rice farmers in the Guéckédou region access to low interest loans for purchasing improved seed varieties, fertilizer and small farm implements, thereby increasing potential productivity.

3. The Guinean Mother-Child Health project strengthens MCH services in selected rural areas in order to reduce morbidity and mortality and to improve health status among children aged 0-7 and women of child-bearing age in these regions.

4. The Guinea Agricultural Capacity and Training project seeks to improve food production through the integrated development of agricultural research and extension. Emphasis is on close contact with the small, private farmer population so that research will best be adapted to their needs.

C. In addition to the report on proceeds of sale required by Part I, Article II (F), of this Agreement, the importing country agrees to report on the progress of the implementation of the projects/programs identified hereunder with their self-help targets.

Such reports shall be made by Guinea within six (6) months following the last delivery date of commodities in the first calendar year of the Agreement and every six (6) months thereafter until all commodities provided hereunder, or the proceeds from their sale, have been used for the projects/programs specified in Item V (B) above.

	PROJECT	SELF-HELP TARGETS
1.	Women in Agribusiness: Two cooperatives for production, conservations and marketing of vegetables, executed by the Guinean National Women's Organization	a) financial management of project b) quantities conserved, by what means; prices and quantities marketed
2.	Applied research on crop diseases, fertilizers and planting techniques, geared toward the small farmer	a) detailed report on the evolution of research in collaboration with the appropriate technical ministries b) precise examples which show that the small farmer has access to and has tried new, proven techniques, fertilizers or improved seed varieties

3.	Small-scale irrigation development, and well and spring construction (SNAPE project)	a) examples of the impact of the SNAPE project on the small farmer b) number of wells and springs developed in 1982-83 over the number in previous years
4.	Appropriate technology research for small farm needs; National Center for Productivity and other organizations	a) field visits to evaluate the impact of the research on the small farmer b) number of new techniques adopted, such as improved wood stoves, Cynva-Ram brick machines, mini-hydro dams and others

In case of discrepancies between the English and French texts, the English language version shall prevail.

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

Done at Conakry, in duplicate, the [7th] day of [June] , 1982.

FOR THE GOVERNMENT OF THE PEOPLE'S REVOLUTIONARY REPUBLIC OF GUINEA

by:

Mamouna Touré

Title:
Minister of Exterior Commerce

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

by:

Allen C. Davis

Title: Ambassador

ACCORD CONCLU ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE POPULAIRE REVOLUTIONNAIRE DE GUINEE EN VUE DE LA VENTE DE PRODUITS AGRICOLES DANS LE CADRE DU PROGRAMME RELEVANT DU TITRE PREMIER DE LA LOI PUBLIQUE 480

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Populaire Révolutionnaire de Guinée ont convenu de la vente des produits agricoles précisés ci-dessous. Cet Accord comprendra le préambule, les Ière et IIème parties de l'Accord signé le 21 Avril 1976 et la IIème Partie ci-après:

IIème PARTIE. DISPOSITIONS PARTICULIERES

Point I. Tableau des Produits

Produit	Période d'offre	Quantité Maximum Approximative (en tonnes métriques)	Valeur Maximum sur le Marché d'Exportation (en millions de $)
Riz	1982	17.500	$5,0
		TOTAL	$5,0

Point II. Modalités de paiement

Crédit en monnaie locale convertible

A. Paiement initial - cinq (5) pour cent;

B. Paiement en monnaie locale - Néant;

C. Nombre de versements - vingt-six (26);

D. Montant de chaque versement - montants annuels approximativement égaux;

E. Date d'échéance du premier versement - cinq (5) ans après la date de la dernière livraison des produits pour chaque année civile;

F. Taux d'intérêt initial - deux (2) pour cent;

G. Taux d'intérêt définitif - trois (3) pour cent.

Point III. Tableau des marchés habituels

Produit	Période d'importation (année budgétaire des Etats-Unis)	Obligations relatives aux marchés habituels (en tonnes métriques)
Riz	1982	34.000

Point IV. Limitation des exportations

A. Période de limitation des exportations:

La période de limitations des exportations sera l'année budgétaire des Etats-Unis 1982 ou toute autre année budgétaire des Etats-Unis suivante, au cours de laquelle les produits financés aux termes du présent Accord seront importés ou utilisés.

B. Produits pour lesquels la limitation des exportations est appliquée:

En application de l'Article II (A) (4), Ière Partie de l'Accord, les produits qui ne doivent pas être exportés sont: le riz paddy, brun ou blanchi.

Point V. Mesures d'auto-assistance

A. Le Gouvernement de Guinée s'engage à entreprendre des mesures d'auto-assistance pour améliorer la production, l'emmagasinage et la distribution des produits agricoles. Les mesures suivantes d'auto-assistance seront mises en oeuvre pour contribuer directement au progrès du développement dans les régions rurales pauvres et permettre aux paysans de participer activement à l'accroissement de la production agricole grâce à l'agriculture pratiquée à petite échelle.

B. Le Gouvernement de Guinée convient d'entreprendre les activités suivantes tout en fournissant des ressources financières, techniques et administratives appropriées pour leur mise en oeuvre.

1. Les Femmes dans l'Agro-Industrie: deux coopératives féminines de production, de conservation et de commercialisation de légumes;

2. Recherche appliquée sur les maladies des plantes, les techniques de fertilisation et de plantage;

3. Etude de prix effectuée par le GRPRG et la Banque Mondiale;

4. Participation du petit exploitant dans les efforts de reboisement et de compostage conjointement avec le projet GRPRG/FAO dans le Fouta Djallon;

5. Construction de systèmes d'irrigation à petite échelle et de puits;

6. Programme de crédit ONADER/Banque Mondiale pour 3.000 riziculteurs à Guéckédou;

7. Recherches de technologie appropriée pour les petits exploitants;

Point VI. Objectifs de développement économique pour lesquels le produit des ventes recueilli par le Gouvernement de Guinée doit être utilisé

A. Le produit des ventes recueilli par le pays importateur et provenant de la vente des denrées alimentaires fournies selon le présent Accord sera utilisé pour financer les mesures d'auto-assistance énoncées dans l'Accord, pour le développement des secteurs agricoles et ruraux, dans le but d'augmenter l'accès des couches les moins favorisées de la population guinéenne à un approvisionnement en nourriture suffisante, nutritive et stable. Il sera également utilisé pour les programmes et projets suivants:

1. Développement de l'irrigation à petite échelle et construction de puits, conjointement avec CEE/FED.

2. Crédit pour les intrants agricoles en faveur de 3.000 riziculteurs de la région de Guéckédou, conjointement avec le projet de production rizicole de la Banque Mondiale.

3. Projet de Santé Maternelle et Infantile A.M.I.S. (GRPRG-USAID).

4. Projet de Capacité de Production et de Formation Agricoles (GRPRG-USAID).

B. Les quatre sujets ci-dessus profitent aux couches les moins favorisées du peuple guinéen de la manière suivante:

1. Le projet de développement de l'irrigation à petite échelle et de forage des puits est élaboré afin d'augmenter l'accès des villageois à l'eau potable pour l'usage domestique, et en même temps, de creuser des rigoles pour l'arrosage des jardins avoisinants. Le projet réduira le temps passé à puiser de l'eau et à la transporter dans les champs, libérant ainsi les paysans pour un travail plus productif.

2. Le plan de crédit de la Banque Mondiale donnera à 3.000 riziculteurs de la région de Guéckédou la possibilité d'accéder à des prêts à faible intérêt qui leur permettront d'acheter des variétés de semences améliorées, des engrais et des petits outils agricoles, accroissant, par le fait même, leur productivité.

3. Le projet guinéen de Santé Maternelle et Infantile renforce les services sanitaires dans les zones rurales afin de réduire la morbidité et la mortalité et d'améliorer la santé des enfants âgés de 0 à 7 ans et des femmes en âge de procréer vivant dans ces régions.

4. Le projet guinéen de Capacité de Production et de Formation Agricoles cherche à améliorer la production de produits alimentaires grâce au développement intégré de la recherche agronomique et de la vulgarisation. L'accent est placé sur un contact étroit avec la population formée de petits exploitants pour que la recherche soit la mieux adaptée à leurs besoins.

C. En plus du rapport sur les recettes des ventes requis dans la Première Partie Article II (F) du présent Accord, le pays importateur convient de soumettre des rapports sur les progrès de la mise en oeuvre des projets/programmes identifiés ci-dessous avec leurs objectifs d'auto-assistance. Ces rapports seront préparés par la République Populaire Révolutionnaire de Guinée dans les six mois qui suivront la dernière livraison des denrées durant la première année civile de l'Accord et tous les six (6) mois jusqu'à ce que toutes les denrées fournies selon le présent Accord, ou les bénéfices provenant de leur vente, aient été utilisés à des projets/programmes spécifiés dans le point V (B) ci-dessus.

PROJET	OBJECTIFS D'AUTO-ASSISTANCE
1. Coopératives féminines de production, conservation et commercialisation de légumes à Mamou et Labé exécuté par le Comité Nationale des Femmes.	a) Gestion financière du projet. b) Quantités conservées, par quelles méthodes; quantités commercialisées.
2. Recherches appliquées destinées au petit exploitant sur les maladies des plantes, les techniques de fertilisation et de plantage.	a) Rapport détaillé sur l'évolution de la recherche en collaboration avec les services techniques des ministères appropriés. b) Exemple précis qui montrent que le petit exploitant a reçu et a essayé de nouvelles techniques vérifiées, des engrais ou des semences améliorées.
3. Construction de systèmes d'irrigation à petite échelle, de puits et de sources (projet SNAPE)	a) Exemples de l'impact du projet SNAPE sur le petit exploitant. b) Nombre de puits et de sources aménagés en 1982/83 par rapport aux années précédentes.
4. Recherches en technologie appropriée destinée au petit exploitant; Centre National de Productivité et autres organismes.	a) Visites sur le chantier pour évaluer l'impact des recherches sur le petit exploitant. b) Quantité de nouvelles techniques adoptées, telles que les fourneaux améliorés à charbon de bois, les machines CYNVA-RAM pour fabrication de briques, les micro-barrages réalisés et autres.

En cas de divergence entre le texte anglais et le texte français, le texte anglais prévaudrait.

EN FOI DE QUOI, les représentants respectifs, dûment autorisés à cet effet, ont signé le présent Accord.

Fait à Conakry, en deux exemplaires, le [7 juin] 1982.

POUR LE GOUVERNEMENT DE LA REPUBLIQUE POPULAIRE REVOLUTIONNAIRE DE GUINEE

par:

Mamouna Touré

Titre:
Ministre du Commerce Extérieur

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

par:

Allen C. Davis

Titre: Ambassadeur

AGREEMENT BETWEEN THE GOVERNMENT OF THE
UNITED STATES OF AMERICA AND THE
GOVERNMENT OF GUINEA
FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Guinea agree to the sale of agricultural commodities specified below. This Agreement shall consist of the preamble and parts I and III of the Agreement signed April 21, 1976, together with the following part II:

Part II. PARTICULAR PROVISIONS:

Item I. Commodity table:

Commodity	Supply Period (U.S. fiscal year)	Approximate Quantity (metric tons)	Maximum Export Market Value (Dols million)
Rice	1983	16,600 MT	5.0
		TOTAL	5.0

Item II. Payment terms

Convertible local currency credit (CLCC) - Thirty (30) years

A. Initial payment - Five (5) percent;

B. Currency use payment - none;

C. Number of installment payments - twenty-six (26);

D. Amount of each installment payment - approximately equal annual amounts.

E. Due date of the first installment payment - five (5) years after date of last delivery of commodities in each calendar year;

F. Initial interest rate - two (2) percent;

G. Continuing interest rate - three (3) percent.

Item III. Usual marketing table

Commodity	Import Period (U.S. fiscal year)	Usual Marketing Requirement (metric tons)
Rice	1983	35,000

Item IV. Export limitations

A. Export limitation period:

The export limitation period shall be United States fiscal year 1983, or any subsequent United States fiscal year during which commodities financed under this Agreement are being imported or utilized.

B. Commodities to which export limitations apply:

For the purposes of part I, Article III A (4) of this Agreement, the commodity which may not be exported is: rice, in the form of paddy brown or milled.

Item V. Self-help measures

A. The Government of Guinea agrees to undertake self-help measures to improve the production, storage, and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Guinea agrees to undertake the following activities and, in doing so, to provide adequate financial, technical, and managerial resources for their implementation.

1. The Government of Guinea commits itself to continue the policy of market liberalization begun in 1979 and adopt a schedule phasing out price subsidies for basic food items such as rice, sugar, flour, and cooking oil.

2. In order to encourage the production of rice, the Government will establish a rural credit program in the ONADER rice project at Guêckédou. The program will provide loans to farmers participating in the ONADER project. The Government agrees to use prior year counterpart funds to establish a loan fund to support the credit program.

3. The Government of Guinea recognizes the need to utilize counterpart funds generated under previous PL-480 agreements. Currently about 387 million sylis are available in BCGE Account No. 32-31-5. The Government agrees to program these funds for projects that will advance economic development and include such projects in the Government of Guinea's FY 1984 budget. During the course of CY 1984, the funds generated under this Agreement will be programmed and included in the FY 1985 budget.

4. In order to determine the need for future PL-480 programs, the Government of Guinea agrees to participate in an in-depth evaluation of previous PL-480 programs. The Government of the United States will contribute appropriate resources to assist in this evaluation.

Item VI. Economic development purposes for which proceeds accruing to Government of Guinea are to be used.

A. The commodities provided hereunder, or the proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for the following projects/programs which directly benefit the needy people of the importing country. The projects are designed in a manner to increase the access of the poor in recipient country to adequate, nutritious, and stable food supply.

1. The USAID/RPRG Agricultural Research, Extension and Training project in Faranah and Foulaya (Guinea Ag II).

2. The health activities in the proposed CCCD project (Combatting Childhood Communicable Diseases).

3. The ONADER rice project with particular attention to the expansion of activities in the mangrove and upland rice growing areas in Guinea. Three seed multiplication farms will be established under project ONADER: 20 hectares at Koba (Boffa) for mangrove rice; 9 hectares at Bamban (Kindia) for irrigated rice and corn; and 7 hectares at Yatya (Faranah) for irrigated rice and corn. Each seed multiplication center will produce varieties suitable for that ecological zone for distribution to local farmers.

4. Provide support to local private sector agro-industrial activity through a revolving loan fund.

The Government of Guinea also agrees to program the counterpart funds generated under this PL-480 program during calendar year 1984 for the above activities, and others that may be subsequently agreed upon, and to include them in the Government of Guinea's 1985 budget.

B. The projects/programs identified under item VI.A above will directly benefit the needy in the following ways:

1. The Guinea Agricultural Research, Extension and Training project seeks to increase food production by establishing a practical adaptive research and extension mechanism which will provide small scale producers in the Faranah region with appropriate seed technology and technical assistance.

2. The proposed CCCD project will improve the health of young children by immunizing them against five major childhood diseases, and controlling tuberculosis, malaria, and diarrhea diseases.

3. With technical assistance and credit provided under the ONADER project, the improved seed varieties which will be made available will permit individual farmers to increase the output of rice and other food grain crops.

4. A revolving loan fund will provide working capital to Guinea and joint venture firms engaged in the export or processing of agricultural commodities. Individual farmers will benefit from improved markets for their agricultural products, and the needy will benefit from an increased availability of food and agricultural products produced by efficient private enterprises.

C. Report of the use of currency:

In addition to the report required by part II, Article II.F of this agreement, the importing country agrees to report on the progress of implementation of the projects/programs specified in Item VI.A above. Such report shall be made by Guinea within six (6) months following the last delivery date of commodities in the first calendar year of the Agreement and every six (6) months thereafter until all the commodities provided hereunder, or the proceeds from the sale, have been used for the projects/programs specified in Item VI.A above.

In case of discrepancies between the English and French texts, the English language version shall prevail.

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

Done at Conakry, in duplicate, the 4 day of JUN, 1983.

FOR THE GOVERNMENT OF THE PEOPLE'S REVOLUTIONARY REPUBLIC OF GUINEA

by:

Marcel Cros

Title:
Minister of International Cooperation

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

by:

Kathryn Clark-Bourne

Title:
Chargé d'Affaires, a.i.

ACCORD CONCLU ENTRE LE GOUVERNEMENT DES ETAT-UNIS D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE POPULAIRE REVOLUTIONNAIRE DE GUINEE EN VUE DE LA VENTE DE PRODUITS AGRICOLES DANS LE CADRE DU PROGRAMME RELEVANT DU TITRE PREMIER DE LA LOI PUBLIQUE 480

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Populaire Révolutionnaire de Guinée ont convenu de la vente des produits agricoles précisées ci-dessous. Cet Accord comprendra le préambule, les 1ère et IIIème parties de l'Accord signé le 21 Avril 1976 et la IIème partie ci-après:

IIème PARTIE. DISPOSITIONS PARTICULIERES

Point I. Tableau des Produits

Produit	Période d'offre (Année fiscale des Etats-Unis)	Quantité Maximum Approximative (en tonnes métriques)	Valeur Maximum sur le Marché d'Exportation (en millions de $)
Riz	1983	16,600 MT	5,0
		TOTAL	5,0

Point II. Modalités de paiement

Crédit en monnaie locale convertible - Trente (30) ans

A. Paiement initial - cinq (5) pour cent;

B. Paiement en monnaie locale - Néant;

C. Nombre de versements - vingt-six (26);

D. Montant de chaque versement - montants annuels approximativement égaux;

E. Date d'échéance du premier versement - cinq (5) ans après la date de la dernière livraison des produits pour chaque année civile;

F. Taux d'intérêt - deux (2) pour cent;

G. Taux d'intérêt définitif - trois (3) pour cent.

Point III. Tableau des marchés habituels

Produit	Période d'importation (année fiscale des Etats-Unis)	Obligations relatives aux marchés habituels (en tonnes métriques)
Riz	1983	35,000

Point IV. Limitation des exportations

A. Période de limitation des exportations:

La période de limitation des exportations sera l'année fiscale des Etats-Unis 1983, ou toute autre année fiscale des Etats-Unis suivante, au cours de laquelle les produits financés aux termes du présent Accord seront importés ou utilisés.

B. Produits pour lesquels la limitation des exportations est appliquée:

En application de l'Article III A (4), 1ère partie de l'Accord, les produits qui ne doivent pas être exportés sont en ce qui concerne le riz: le riz paddy, brun ou blanchi.

Point V. Mesures d'auto-assistance

A. Le Gouvernement de Guinée s'engage à entreprendre des mesures d'auto-assistance pour améliorer la production, l'emmagasinage et la distribution des produits agricoles. Les mesures suivantes d'auto-assistance seront mises en oeuvre pour contribuer directement au progrès du développement dans les régions rurales pauvres et permettre aux paysans de participer activement à l'accroissement de la production agricole grâce à l'agriculture pratiquée à petite échelle.

B. Le Gouvernement de Guinée convient d'entreprendre les activités suivantes, et ce faisant, de fournir les ressources financières, techniques et administratives appropriées à leur mise en oeuvre.

1. Le Gouvernement de Guinée s'engage à continuer la politique de libéralisation du marché commencée en 1979 et à adopter un planning pour l'élimination par étapes des subsides pour les denrées alimentaires de base telles que le riz, le sucre, la farine et l'huile végétale.

2. Afin d'encourager la production agricole, le Gouvernement établira un programme de crédit rural dans le cadre du projet rizicole ONADER à Guéckédou. Ce programme fournira des prêts aux exploitants participant au projet ONADER. Le Gouvernement est d'accord pour utiliser des fonds de contrepartie de l' année précédente afin d'établir un fonds de prêt pour aider le programme de crédit.

3. Le Gouvernement de Guinée reconnaît le besoin d'utiliser les fonds de contrepartie provenant des Accords PL-480 précédents. Actuellement, il y a environ 387 millions de sylis disponibles sur le compte No. 32-31-5 ouvert à la Banque Guinéenne du Commerce Extérieur. Le Gouvernement est d'accord pour programmer ces fonds pour des projets qui feront progresser le développement économique et pour inclure de tels projets dans le budget gouvernemental de l'année fiscale 1984. Au cours de l'année calendaire 1984, les fonds provenant de cet Accord seront programmés et inclus dans le budget de l'année fiscale 1985.

4. Afin de déterminer les besoins pour les prochains programmes PL-480, le Gouvernement de Guinée est d'accord pour participer à une évaluation en profondeur des programmes PL-480 antérieurs. Le Gouvernement des Etats-Unis participera à la contribution des ressources propres à aider l'entreprise de cette évaluation.

Point VI. Objectifs de développement économique pour lesquels le produit des ventes recueilli par le Gouvernement de Guinée doit être utilisé.

A. Les denrées alimentaires approvisionnées selon le présent Accord, ou les recettes recueillies par le pays importateur à partir de la vente des denrées alimentaires financées selon le présent Accord devront être utilisées pour les projets/programmes suivants dont les personnes nécessiteuses du pays importateur seont les bénéficiaires directs. Les projets sont conçus de manière à augmenter l'accès des personnes défavorisées du pays récipiendaire aux denrées alimentaires adéquates, nutritives et approvisionnées de façon régulière.

1. Le projet USAID/RPRG de Recherche, Vulgarisation et Formation Agronomiques à Foulaya et Faranah (Guinea Ag II).

2. Les activités sanitaires incluses dans le projet CCCD (Lutte contre les Maladies Transmissibles Infantiles).

3. Le projet rizicole de l'ONADER avec une attention particulière portée sur l'expansion des activités situées dans les zones de la Guinée où poussent le riz des mangroves et le riz pluvial. Trois fermes spécialisées en reproduction des semences seront créées sous l'égide du projet ONADER: uneferme de 20 hectares à Koba (Boffa) pour le riz des mangroves; une autre de 9 hectares à Bamban (Kindia) pour le riz et le maïs d'irrigation; et une troisième de 7 hectares à Yatya (Faranah) pour ces mêmes cultures. Chaque centre de reproduction de semences produira des variétés adaptées à la zone écologique pour distribution aux exploitants locaux.

4. L'apport d'une aide au secteur local privé grâce à un fonds de prêt renouvelable.

Le Gouvernement de Guinée convient également de programmer les fonds de contrepartie provenant du présent PL-480 au cours de l'année calendaire 1984 pour les activités citées ci-dessus, ainsi que pour d'autres qui pourraient être agréées par la suite, et de les inclure dans le budget gouvernemental de l'année fiscale 1985.

B. Les projets/programmes identifiés sous le Point VI.A ci-dessus bénéficieront directement aux personnes nécessiteuses de la façon suivante:

1. Le projet de Recherche, Vulgarisation et Formation Agronomiques en Guinée vise à accroître la production des denrées alimentaires en établissant une recherche pratique adaptée et un mécanisme de vulgarisation qui fourniront aux petits exploitants de la région de Faranah l'assistance technique et la technologie en semences appropriée.

2. Le projet CCCD proposé (Lutte contre les Maladies Transmissibles Infantiles) améliorera la santé des jeunes enfants en les vaccinant contre les cinq principales maladies infantiles et en contrôlant la tuberculose, le paludisme et les maladies diarrhéiques.

3. Grâce à l'assistance technique et au crédit fournis sous l'égide du projet ONADER, les variétés de semences améliorées qui seront rendues disponibles permettront aux exploitants individuels d'augmenter l'extrant du riz et des autres céréales.

4. Un fonds de roulement de prêt fournira un capital de travail aux sociétés Guinéennes et aux sociétés mixtes spécialisées dans l'exportation ou le traitement des denrées agricoles. Les producteurs indépendants bénéficieront des marchés améliorés pour leur produits agricoles, et les personnes nécessiteuses bénéficieront d'une disponibilité accrue des denrées alimentaires et des produits agricoles fournis par des entreprises privées efficaces.

C. Rapport sur l'utilisation des fonds:

En plus du rapport demandés à l'Article II.F dans la IIème partie du présent Accord, le pays importateur convient de soumettre des rapports sur les progrès de la mise en oeuvre des projets/programmes spécifiés dans le Point VI.A ci-dessus. Ces rapports seront faits par la République Populaire Révolutionnaire de Guinée dans les six (6) mois qui suivront la dernière livraison des denrées durant la première année calendaire de l'Accord et tous les six (6) mois jusqu'à ce que toutes les denrées fournies selon le présent Accord, ou les bénéfices provenant de leur vente, aient été utilisés pour les projets/programmes spécifiés dans le Point VI.A ci-dessus.

En cas de divergence entre le texte anglais et le texte français, seul le texte anglais prévaudra.

EN FOI DE QUOI, les représentants respectifs, dûment autorisés à cet effet, ont signé le présent Accord.

Fait à Conakry, en deux exemplaires, le JUN 4 1983.

POUR LE GOUVERNEMENT DE LA REPUBLIQUE POPULAIRE REVOLUTIONNAIRE DE GUINEE

par:

Marcel Cros

Titre:
Ministre de la Coopération Internationale

POUR LE GOUVERNEMENT DES ETAT-UNIS D'AMERIQUE

par:

Kathryn Clark-Bourne

Titre:
Chargé d'Affaires, a.i.

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