United States Treaties and Other International Agreements

VOLUME 28

IN SEVEN PARTS

Part 3

1976–77

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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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U.S. GOVERNMENT PRINTING OFFICE: 1978 O—28-843

MULTILATERAL

Telecommunication

Convention, with annexes and final protocol [1]
Done at Malaga-Torremolinos October 25, 1973;
Ratification advised by the Senate of the United States of America, subject to a declaration, January 22, 1976;
Ratified by the President of the United States of America, subject to said declaration, March 24, 1976;
Ratification of the United States of America deposited with the Secretary-General of the International Telecommunication Union April 7, 1976;
Proclaimed by the President of the United States of America April 19, 1976;
Entered into force with respect to the United States of America April 7, 1976.
With additional protocols I-VI.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The International Telecommunication Convention, with Annexes and Final Protocol to the Convention were done at Malaga-Torremolinos on October 25, 1973, the certified text of which, in the English, Chinese, French, Russian and Spanish languages,[2] is hereto annexed;

The Senate of the United States of America by its resolution of January 22, 1976, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention, with Annexes and Final Protocol to the Convention, subject to a declaration at Article XXXVIII of the Final Protocol as follows:

> The United States of America formally declares that the United States of America does not, by signature of this Convention on its behalf, accept any obligations in respect of the Telephone Regulations or the Additional Radio Regulations

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[1] Texts are as certified by the International Telecommunication Union, Geneva.
[2] The English and French texts only are printed herein.

referred to in Article 42 of the International Telecommunication Convention (Malaga-Torremolinos, 1973) and in Article 82 of the General Regulations thereof.

The President of the United States of America on March 24, 1976, ratified the Convention, with Annexes and Final Protocol, subject to the said declaration, in pursuance of the advice and consent of the Senate, and the United States of America deposited its instrument of ratification with the Secretary-General of the International Telecommunication Union on April 7, 1976:

Pursuant to the provisions of the Convention, the Convention with Annexes and Final Protocol subject to the said declaration, entered into force for the United States of America on April 7, 1976;

Now, THEREFORE, I, Gerald R. Ford, President of the United States of America, proclaim and make public the Convention, with Annexes and Final Protocol subject to the said declaration, to the end that they shall be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

Done at the city of Washington this nineteenth day of April in the year of our Lord one thousand nine hundred seventy-six
[SEAL] and of the Independence of the United States of America the two hundredth.

GERALD R. FORD

By the President:
CHARLES W ROBINSON
Acting Secretary of State

TIAS 8572

INTERNATIONAL TELECOMMUNICATION CONVENTION

Final Protocol, Additional Protocols,
Resolutions, Recommendations and Opinions

MALAGA - TORREMOLINOS, 1973

General Secretariat of the
International Telecommunication
GENEVA

TIAS 8572

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INTERNATIONAL TELECOMMUNICATION CONVENTION

FIRST PART

BASIC PROVISIONS

Preamble

1 While fully recognizing the sovereign right of each country to regulate its telecommunication, the plenipotentiaries of the Contracting Governments, with the object of facilitating relations and cooperation between the peoples by means of efficient telecommunication services, have agreed to establish this Convention which is the basic instrument of the International Telecommunication Union.

CHAPTER I

Composition, Purposes and Structure of the Union

ARTICLE 1

Composition of the Union

2 1. The International Telecommunication Union shall comprise Members which, having regard to the principle of universality and the desirability of universal participation in the Union, shall be:

3 *a)* any country listed in Annex 1 which signs and ratifies, or accedes to, the Convention;

4 *b)* any country, not listed in Annex 1, which becomes a Member of the United Nations and which accedes to the Convention in accordance with Article 46;

5 *c)* any sovereign country, not listed in Annex 1 and not a Member of the United Nations, which applies for Membership of the Union and which, after having secured approval of such application by two-thirds of the Members of the Union, accedes to the Convention in accordance with Article 46.

6 2. For the purpose of 5, if an application for Membership is made, by diplomatic channel and through the intermediary of the country of the seat of the Union, during the interval between two Plenipotentiary Conferences, the Secretary-General shall consult the Members of the Union; a Member shall be deemed to have abstained if it has not replied within four months after its opinion has been requested.

ARTICLE 2

Rights and Obligations of Members

7 1. Members of the Union shall have the rights and shall be subject to the obligations provided for in the Convention.

8 2. Rights of Members in respect of their participation in the conferences, meetings and consultations of the Union are:

a) all Members shall be entitled to participate in conferences of the Union, shall be eligible for election to the Administrative Council and shall have the right to nominate candidates for election to any of the permanent organs of the Union;

9 *b)* each Member shall have one vote at all conferences of the Union, at all meetings of the International Consultative Committees and, if it is a Member of the Administrative Council, at all sessions of that Council;

10 *c)* each Member shall also have one vote in all consultations carried out by correspondence.

ARTICLE 3

Seat of the Union

11 The seat of the Union shall be at Geneva.

ARTICLE 4

Purposes of the Union

12 1. The purposes of the Union are:

a) to maintain and extend international cooperation for the improvement and rational use of telecommunications of all kinds;

13 *b)* to promote the development of technical facilities and their most efficient operation with a view to improving the efficiency of telecommunications services, increasing their usefulness and making them, so far as possible, generally available to the public;

14 *c)* to harmonize the actions of nations in the attainment of those ends.

15 2. To this end, the Union shall in particular:

a) effect allocation of the radio frequency spectrum and registration of radio frequency assignments in order to avoid harmful interference between radio stations of different countries;

16 *b)* coordinate efforts to eliminate harmful interference between radio stations of different countries and to improve the use made of the radio frequency spectrum;

17 *c)* coordinate efforts with a view to harmonizing the development of telecommunications facilities, notably those using space techniques, with a view to full advantage being taken of their possibilities;

18 *d)* foster collaboration among its Members with a view to the establishment of rates at levels as low as possible consistent with an efficient service and taking into account the necessity for maintaining independent financial administration of telecommunication on a sound basis;

19 *e)* foster the creation, development and improvement of telecommunication equipment and networks in developing countries by every means at its disposal, especially its participation in the appropriate programmes of the United Nations;

20 *f)* promote the adoption of measures for ensuring the safety of life through the cooperation of telecommunication services;

21 *g)* undertake studies, make regulations, adopt resolutions, formulate recommendations and opinions, and collect and publish information concerning telecommunication matters.

ARTICLE 5

Structure of the Union

22 The Union shall comprise the following organs:

1. the Plenipotentiary Conference, which is the supreme organ of the Union;

23 2. administrative conferences;

24 3. the Administrative Council;

25 4. the permanent organs of the Union, which are:

a) the General Secretariat;

26 *b)* the International Frequency Registration Board (I.F.R.B.);

27 *c)* the International Radio Consultative Committee (C.C.I.R.);

28 *d)* the International Telegraph and Telephone Consultative Committee (C.C.I.T.T.).

ARTICLE 6

Plenipotentiary Conference

29 1. The Plenipotentiary Conference shall be composed of delegations representing Members. It shall be convened at regular intervals and normally every five years.

30 2. The Plenipotentiary Conference shall:

a) determine the general policies for fulfilling the purposes of the Union prescribed in Article 4 of this Convention;

31 *b)* consider the report by the Administrative Council on the activities of all the organs of the Union since the previous Plenipotentiary Conference;

32 *c)* establish the basis for the budget of the Union and determine a fiscal limit for the expenditure of the Union until the next Plenipotentiary Conference after considering a programme of the administrative conferences and meetings of the Union foreseen in that period;

33 *d)* fix the basic salaries, the salary scales and the system of allowances and pensions for all the officials of the Union; and, if necessary, provide any general directives dealing with the staffing of the Union;

34 *e)* examine the accounts of the Union and finally approve them, if appropriate;

35 *f)* elect the Members of the Union which are to serve on the Administrative Council;

36 *g)* elect the Secretary-General and the Deputy Secretary-General and fix the dates of their taking office;

37 *h)* elect the members of the I.F.R.B. and fix the dates of their taking office;

38 *i)* revise the Convention if it considers this necessary;

39 *j)* conclude or revise, if necessary, agreements between the Union and other international organizations, examine any provisional agreements with such organizations concluded, on behalf of the Union, by the Administrative Council, and take such measures in connection therewith as it deems appropriate;

40 *k)* deal with such other telecommunication questions as may be necessary.

ARTICLE 7

Administrative Conferences

41 1. Administrative conferences of the Union shall comprise:

a) world administrative conferences;

42 *b)* regional administrative conferences.

43 2. Administrative conferences shall normally be convened to consider specific telecommunication matters. Only items included in their agenda may be discussed by such conferences. The decisions of such conferences must in all circumstances be in conformity with the provisions of the Convention.

44 3. (1) The agenda of a world administrative conference may include:

a) the partial revision of the Administrative Regulations mentioned in 571;

45 *b)* exceptionally, the complete revision of one or more of those Regulations;

46 *c)* any other question of a worldwide character within the competence of the conference.

47 (2) The agenda of a regional administrative conference may provide only for specific telecommunication questions of a regional nature, including instructions to the International Frequency Registration Board regarding its activities in respect of the region concerned, provided such instructions do not conflict with the interests of other regions. Furthermore, the decisions of such a conference must in all circumstances be in conformity with the provisions of the Administrative Regulations.

ARTICLE 8

Administrative Council

48 1. (1) The Administrative Council shall be composed of thirty-six Members of the Union elected by the Plenipotentiary Conference with due regard to the need for equitable distribution of the seats on the Council

among all regions of the world. Except in the case of vacancies arising as provided for in the General Regulations, the Members of the Union elected to the Administrative Council shall hold office until the date on which a new Administrative Council is elected by the Plenipotentiary Conference. They shall be eligible for re-election.

49 (2) Each Member of the Council shall appoint a person to serve on the Council who may be assisted by one or more advisers.

50 2. The Administrative Council shall adopt its own rules of procedure.

51 3. In the interval between Plenipotentiary Conferences the Administrative Council shall act on behalf of the Plenipotentiary Conference within the limits of the powers delegated to it by the latter.

52 4. (1) The Administrative Council shall take all steps to facilitate the implementation by the Members of the provisions of the Convention, of the Administrative Regulations, of the decisions of the Plenipotentiary Conference, and, where appropriate, of the decisions of other conferences and meetings of the Union, and perform any duties assigned to it by the Plenipotentiary Conference.

53 (2) It shall ensure the efficient coordination of the work of the Union and exercise effective financial control over its permanent organs.

54 (3) It shall promote international cooperation for the provision of technical cooperation to the developing countries by every means at its disposal, especially through the participation of the Union in the appropriate programmes of the United Nations, in accordance with the purposes of the Union, one of which is to promote by all possible means the development of telecommunications.

ARTICLE 9

General Secretariat

55 1. (1) The General Secretariat shall be directed by a Secretary-General, assisted by one Deputy Secretary-General.

56 (2) The Secretary-General and the Deputy Secretary-General shall take up their duties on the dates determined at the time of their election.

They shall normally remain in office until dates determined by the following Plenipotentiary Conference, and they shall be eligible for re-election.

57 (3) The Secretary-General shall take all the action required to ensure economic use of the Union's resources and he shall be responsible to the Administrative Council for all the administrative and financial aspects of the Union's activities. The Deputy Secretary-General shall be responsible to the Secretary-General.

58 2. (1) If the post of Secretary-General falls vacant, the Deputy Secretary-General shall succeed to it and shall remain in office until a date determined by the following Plenipotentiary Conference. He shall be eligible for election to that office.

59 (2) If the post of Deputy Secretary-General falls vacant more than 180 days prior to the date set for the convening of the next Plenipotentiary Conference, the Administrative Council shall appoint a successor for the balance of the term.

60 (3) If the posts of the Secretary-General and the Deputy Secretary-General fall vacant simultaneously, the Director of the International Consultative Committee who has been longer in office shall discharge the duties of Secretary-General for a period not exceeding 90 days. The Administrative Council shall appoint a Secretary-General and, if the vacancies occur more than 180 days prior to the date set for the convening of the next Plenipotentiary Conference, a Deputy Secretary-General. An official thus appointed by the Administrative Council shall serve for the balance of the term for which his predecessor was elected. Such officials shall be eligible for election as Secretary-General and/or Deputy Secretary-General at the Plenipotentiary Conference.

61 3. The Secretary-General shall act as the legal representative of the Union.

62 4. The Deputy Secretary-General shall assist the Secretary-General in the performance of his duties and undertake such specific tasks as may be entrusted to him by the Secretary-General. He shall perform the duties of the Secretary-General in the absence of the latter.

ARTICLE 10

International Frequency Registration Board

63 1. The International Frequency Registration Board (I.F.R.B.) shall consist of five independent members, elected by the Plenipotentiary Conference. These members shall be elected from the candidates sponsored by countries, Members of the Union, in such a way as to ensure equitable distribution amongst the regions of the world. Each Member of the Union may propose only one candidate who shall be a national of its country.

64 2. The members of the International Frequency Registration Board shall serve, not as representing their respective countries, or of a region, but as custodians of an international public trust.

65 3. The essential duties of the International Frequency Registration Board shall be:

a) to effect an orderly recording of frequency assignments made by the different countries so as to establish, in accordance with the procedure provided for in the Radio Regulations and in accordance with any decision which may be taken by competent conferences of the Union, the date, purpose and technical characteristics of each of these assignments, with a view to ensuring formal international recognition thereof;

66 *b)* to effect, in the same conditions and for the same purpose, an orderly recording of the positions assigned by countries to geostationary satellites;

67 *c)* to furnish advice to Members with a view to the operation of the maximum practicable number of radio channels in those portions of the spectrum where harmful interference may occur, and with a view to the equitable, effective and economical use of the geostationary satellite orbit;

68 *d)* to perform any additional duties, concerned with the assignment and utilization of frequencies and with the utilization of the geostationary satellite orbit, in accordance with the procedures provided for in the Radio Regulations, and as prescribed by a competent

conference of the Union, or by the Administrative Council with the consent of a majority of the Members of the Union, in preparation for or in pursuance of the decisions of such a conference;

69 *e)* to maintain such essential records as may be related to the performance of its duties.

ARTICLE 11

International Consultative Committees

70 1. (1) The duties of the International Radio Consultative Committee (C.C.I.R.) shall be to study technical and operating questions relating specifically to radiocommunication and to issue recommendations on them.

71 (2) The duties of the International Telegraph and Telephone Consultative Committee (C.C.I.T.T.) shall be to study technical, operating and tariff questions relating to telegraphy and telephony and to issue recommendations on them.

72 (3) In the performance of its studies, each Consultative Committee shall pay due attention to the study of questions and to the formulation of recommendations directly connected with the establishment, development and improvement of telecommunication in developing countries in both the regional and international fields.

73 2. The International Consultative Committees shall have as members:

a) of right, the administrations of all Members of the Union;

74 *b)* any recognized private operating agency which, with the approval of the Member which has recognized it, expresses a desire to participate in the work of these Committees.

75 3. Each International Consultative Committee shall work through the medium of:

a) its Plenary Assembly;

76 *b)* study groups set up by it;

77 *c)* a Director, elected by a Plenary Assembly and appointed in accordance with the General Regulations.

78 4. There shall be a World Plan Committee, and such Regional Plan Committees as may be jointly approved by the Plenary Assemblies of the International Consultative Committees. These Plan Committees shall develop a General Plan for the international telecommunication network to facilitate coordinated development of international telecommunication services. They shall refer to the International Consultative Committees questions the study of which is of particular interest to developing countries and which are within the terms of reference of those Consultative Committees.

79 5. The working arrangements of the International Consultative Committees are defined in the General Regulations.

ARTICLE 12

Coordination Committee

80 1. (1) The Coordination Committee shall assist and advise the Secretary-General on all administrative, financial and technical cooperation matters affecting more than one permanent organ, and on external relations and public information, keeping fully in view the decisions of the Administrative Council and the interest of the Union as a whole.

81 (2) The Committee shall also consider any important matters referred to it by the Administrative Council. After examining them, the Committee shall report, through the Secretary-General, to the Council.

82 2. The Coordination Committee shall be composed of the Deputy Secretary-General, the Directors of the International Consultative Committees and the Chairman of the International Frequency Registration Board and shall be presided over by the Secretary-General.

ARTICLE 13

Elected Officials and Staff of the Union

83 1. (1) In the performance of their duties, neither the elected officials nor the staff of the Union shall seek or accept instructions from any

government or from any other authority outside the Union. They shall refrain from acting in any way which is incompatible with their status as international officials.

84 (2) Each Member shall respect the exclusively international character of the duties of the elected officials and of the staff of the Union, and refrain from trying to influence them in the performance of their work.

85 (3) No elected official or any member of the staff of the Union shall participate in any manner or have any financial interest whatsoever in any enterprise concerned with telecommunications, except as part of their duties. However, the term " financial interest " is not to be construed as applying to the continuation of retirement benefits accruing in respect of previous employment or service.

86 2. The Secretary-General, the Deputy Secretary-General and the Directors of the International Consultative Committees and desirably also the members of the International Frequency Registration Board shall all be nationals of different countries, Members of the Union. At their election, due consideration should be given to the principles embodied in 87 and to the appropriate geographical distribution amongst the regions of the world.

87 3. The paramount consideration in the recruitment of staff and in the determination of the conditions of service shall be the necessity of securing for the Union the highest standards of efficiency, competence and integrity. Due regard shall be paid to the importance of recruiting the staff on as wide a geographical basis as possible.

ARTICLE 14

Organization of the Work and Conduct of Discussions at Conferences and other Meetings

88 1. For the organization of their work and the conduct of their discussions, conferences and the Plenary Assemblies and meetings of the International Consultative Committees shall apply the Rules of Procedure in the General Regulations.

89 2. Each conference and Plenary Assembly or meeting of an International Consultative Committee may adopt such rules of procedure in amplification of those in the Rules of Procedure as it considers to be indispensable. Such additional rules of procedure must, however, be compatible with the Convention and General Regulations; in the case of those adopted by Plenary Assemblies and study groups, they shall be published in the form of a resolution in the documents of the Plenary Assemblies.

ARTICLE 15

Finances of the Union

90 1. The expenses of the Union shall comprise the costs of:

a) the Administrative Council and the permanent organs of the Union;

91 *b)* Plenipotentiary Conferences and world administrative conferences.

92 2. The expenses of the Union shall be met from the contributions of its Members, each Member paying a sum proportional to the number of units in the class of contribution it has chosen from the following scale:

30	Unit	class	5	Unit	class
25	"	"	4	"	"
20	"	"	3	"	"
18	"	"	2	"	"
15	"	"	1 ½	"	"
13	"	"	1	"	"
10	"	"	½	"	"
8	"	"			

93 3. Members shall be free to choose their class of contribution for defraying Union expenses.

94 4. No reduction in a unit classification established in accordance with the Convention can take effect during the life of this Convention.

95 5. Expenses incurred by the regional administrative conferences referred to in 42 shall be borne in accordance with their unit classification by all the

Members of the region concerned and, where appropriate, on the same basis by any Members of other regions which have participated in such conferences.

96 6. Members shall pay in advance their annual contributory shares, calculated on the basis of the budget approved by the Administrative Council.

97 7. A Member which is in arrear in its payments to the Union shall lose its right to vote as defined in 9 and 10 for so long as the amount of its arrears equals or exceeds the amount of the contribution due from it for the preceding two years.

98 8. The provisions which apply to the financial contributions by recognized private operating agencies, scientific or industrial organizations and international organizations are in the General Regulations.

ARTICLE 16

Languages

99 1. (1) The official languages of the Union shall be Chinese, English, French, Russian and Spanish.

100 (2) The working languages of the Union shall be English, French and Spanish.

101 (3) In case of dispute, the French text shall prevail.

102 2. (1) The final documents of the Plenipotentiary and administrative conferences, their final acts, protocols, resolutions, recommendations and opinions, shall be drawn up in the official languages of the Union, in versions equivalent in form and content.

103 (2) All other documents of these conferences shall be issued in the working languages of the Union.

104 3. (1) The official service documents of the Union as prescribed by the Administrative Regulations shall be published in the five official languages.

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105 (2) All other documents for general distribution prepared by the Secretary-General in the course of his duties shall be drawn up in the three working languages.

106 4. At conferences of the Union and at meetings of the International Consultative Committees and of the Administrative Council, the debates shall be conducted with the aid of an efficient system of reciprocal interpretation between the five official languages. When, however, all participants in a conference or in a meeting so agree, the debates may be conducted in fewer than the five languages mentioned above. Interpretation between these languages and Arabic shall be effected at Plenipotentiary and administrative conferences of the Union.

ARTICLE 17

Legal Capacity of the Union

107 The Union shall enjoy in the territory of each of its Members such legal capacity as may be necessary for the exercise of its functions and the fulfilment of its purposes.

CHAPTER II

General Provisions relating to Telecommunications

ARTICLE 18

The Right of the Public to use the International Telecommunication Service

108 Members recognize the right of the public to correspond by means of the international service of public correspondence. The services, the charges and the safeguards shall be the same for all users in each category of correspondence without any priority or preference.

ARTICLE 19

Stoppage of Telecommunications

109 1. Members reserve the right to stop the transmission of any private telegram which may appear dangerous to the security of the State or contrary to their laws, to public order or to decency, provided that they immediately notify the office of origin of the stoppage of any such telegram or any part thereof, except when such notification may appear dangerous to the security of the State.

110 2. Members also reserve the right to cut off any other private telecommunications which may appear dangerous to the security of the State or contrary to their laws, to public order or to decency.

ARTICLE 20

Suspension of Services

111 Each Member reserves the right to suspend the international telecommunication service for an indefinite time, either generally or only for certain relations and/or for certain kinds of correspondence, outgoing, incoming or in transit, provided that it immediately notifies such action to each of the other Members through the medium of the Secretary-General.

ARTICLE 21

Responsibility

112 Members accept no responsibility towards users of the international telecommunication services, particularly as regards claims for damages.

ARTICLE 22

Secrecy of Telecommunications

113 1. Members agree to take all possible measures, compatible with the system of telecommunication used, with a view to ensuring the secrecy of international correspondence.

114 2. Nevertheless, they reserve the right to communicate such correspondence to the competent authorities in order to ensure the application of their internal laws or the execution of international conventions to which they are parties.

ARTICLE 23

Establishment, Operation, and Protection of Telecommunication Channels and Installations

115 1. Members shall take such steps as may be necessary to ensure the establishment, under the best technical conditions, of the channels and installations necessary to carry on the rapid and uninterrupted exchange of international telecommunications.

116 2. So far as possible, these channels and installations must be operated by the methods and procedures which practical operating experience has shown to be the best. They must be maintained in proper operating condition and kept abreast of scientific and technical progress.

117 3. Members shall safeguard these channels and installations within their jurisdiction.

118 4. Unless other conditions are laid down by special arrangements, each Member shall take such steps as may be necessary to ensure maintenance of those sections of international telecommunication circuits within its control.

ARTICLE 24

Notification of Infringements

119 In order to facilitate the application of the provisions of Article 44 Members undertake to inform one another of infringements of the provisions of this Convention and of the Regulations annexed thereto.

ARTICLE 25

Priority of Telecommunications concerning Safety of Life

120 The international telecommunication services must give absolute priority to all telecommunications concerning safety of life at sea, on land, in the air or in outer space, as well as to epidemiological telecommunications of exceptional urgency of the World Health Organization.

ARTICLE 26

Priority of Government Telegrams and Telephone Calls

121 Subject to the provisions of Articles 25 and 36 government telegrams shall enjoy priority over other telegrams when priority is requested for them by the sender. Government telephone calls may also be given priority, upon specific request and to the extent practicable, over other telephone calls.

ARTICLE 27

Secret Language

122 1. Government telegrams and service telegrams may be expressed in secret language in all relations.

123 2. Private telegrams in secret language may be admitted between all countries with the exception of those which have previously notified, through the medium of the Secretary-General, that they do not admit this language for that category of correspondence.

124 3. Members which do not admit private telegrams in secret language originating in or destined for their own territory must let them pass in transit, except in the case of suspension of service provided for in Article 20.

ARTICLE 28

Charges and Free Services

125 The provisions regarding charges for telecommunications and the various cases in which free services are accorded are set forth in the Administrative Regulations annexed to this Convention.

ARTICLE 29

Rendering and Settlement of Accounts

126 The settlement of international accounts shall be regarded as current transactions and shall be effected in accordance with the current international obligations of the countries concerned, in those cases where their governments have concluded arrangements on this subject. Where no such arrangements have been concluded, and in the absence of special agreements made under Article 31, these settlements shall be effected in accordance with the Administrative Regulations.

ARTICLE 30

Monetary Unit

127 The monetary unit used in the composition of the tariffs of the international telecommunication services and in the establishment of the international accounts shall be the gold franc of 100 centimes, of a weight of 10/31 of a gramme and of a fineness of 0.900.

ARTICLE 31

Special Arrangements

128 Members reserve for themselves, for the private operating agencies recognized by them and for other agencies duly authorized to do so, the right to make special arrangements on telecommunication matters which do not concern Members in general. Such arrangements, however, shall not be in

conflict with the terms of this Convention or of the Administrative Regulations annexed thereto, so far as concerns the harmful interference which their operation might be likely to cause to the radio services of other countries.

ARTICLE 32

Regional Conferences, Arrangements and Organizations

129 Members reserve the right to convene regional conferences, to make regional arrangements and to form regional organizations, for the purpose of settling telecommunication questions which are susceptible of being treated on a regional basis. Such arrangements shall not be in conflict with this Convention.

CHAPTER III

Special Provisions for Radio

ARTICLE 33

Rational Use of the Radio Frequency Spectrum and of the Geostationary Satellite Orbit

130 1. Members shall endeavour to limit the number of frequencies and the spectrum space used to the minimum essential to provide in a satisfactory manner the necessary services. To that end they shall endeavour to apply the latest technical advances as soon as possible.

131 2. In using frequency bands for space radio services Members shall bear in mind that radio frequencies and the geostationary satellite orbit are limited natural resources, that they must be used efficiently and economically so

that countries or groups of countries may have equitable access to both in conformity with the provisions of the Radio Regulations according to their needs and the technical facilities at their disposal.

ARTICLE 34

Intercommunication

132 1. Stations performing radiocommunication in the mobile service shall be bound, within the limits of their normal employment, to exchange radiocommunications reciprocally without distinction as to the radio system adopted by them.

133 2. Nevertheless, in order not to impede scientific progress, the provisions of 132 shall not prevent the use of a radio system incapable of communicating with other systems, provided that such incapacity is due to the specific nature of such system and is not the result of devices adopted solely with the object of preventing intercommunication.

134 3. Notwithstanding the provisions of 132, a station may be assigned to a restricted international service of telecommunication, determined by the purpose of such service, or by other circumstances independent of the system used.

ARTICLE 35

Harmful Interference

135 1. All stations, whatever their purpose, must be established and operated in such a manner as not to cause harmful interference to the radio services or communications of other Members or of recognized private operating agencies, or of other duly authorized operating agencies which carry on radio service, and which operate in accordance with the provisions of the Radio Regulations.

136 2. Each Member undertakes to require the private operating agencies which it recognizes and the other operating agencies duly authorized for this purpose, to observe the provisions of 135.

137 3. Further, the Members recognize the desirability of taking all practicable steps to prevent the operation of electrical apparatus and installations of all kinds from causing harmful interference to the radio services or communications mentioned in 135.

ARTICLE 36

Distress Calls and Messages

138 Radio stations shall be obliged to accept, with absolute priority, distress calls and messages regardless of their origin, to reply in the same manner to such messages, and immediately to take such action in regard thereto as may be required.

ARTICLE 37

False or deceptive Distress, Urgency, Safety or Identification Signals

139 Members agree to take the steps required to prevent the transmission or circulation of false or deceptive distress, urgency, safety or identification signals, and to collaborate in locating and identifying stations transmitting such signals from their own country.

ARTICLE 38

Installations for National Defence Services

140 1. Members retain their entire freedom with regard to military radio installations of their army, naval and air forces.

141 2. Nevertheless, these installations must, so far as possible, observe statutory provisions relative to giving assistance in case of distress and to the measures to be taken to prevent harmful interference, and the provisions

of the Administrative Regulations concerning the types of emission and the frequencies to be used, according to the nature of the service performed by such installations.

142 3. Moreover, when these installations take part in the service of public correspondence or other services governed by the Administrative Regulations annexed to this Convention, they must, in general, comply with the regulatory provisions for the conduct of such services.

CHAPTER IV

Relations with the United Nations and with International Organizations

ARTICLE 39

Relations with the United Nations

143 1. The relationship between the United Nations and the International Telecommunication Union is defined in the Agreement concluded between these two organizations, the text of which appears in Annex 3 to this Convention.

144 2. In accordance with the provision of Article XVI of the abovementioned Agreement, the telecommunication operating services of the United Nations shall be entitled to the rights and bound by the obligations of this Convention and of the Administrative Regulations annexed thereto. Accordingly, they shall be entitled to attend all conferences of the Union, including meetings of the International Consultative Committees, in a consultative capacity.

ARTICLE 40

Relations with International Organizations

145 In furtherance of complete international coordination on matters affecting telecommunication, the Union shall cooperate with international organizations having related interests and activities.

CHAPTER V

Application of the Convention and the Regulations

ARTICLE 41

Basic Provisions and General Regulations

146 In the case of an inconsistency between a provision in the first part of the Convention (Basic Provisions, 1 to 170) and a provision in the second part of the Convention (General Regulations, 201 to 571) the former shall prevail.

ARTICLE 42

Administrative Regulations

147 1. The provisions of the Convention are completed by the Administrative Regulations which regulate the use of telecommunication and shall be binding on all Members.

148 2. Ratification of this Convention in accordance with Article 45 or accession in accordance with Article 46 involves acceptance of the Administrative Regulations in force at the time of ratification or accession.

149 3. Members shall inform the Secretary-General of their approval of any revision of these Regulations by competent administrative conferences. The Secretary-General shall inform Members promptly regarding receipt of such notifications of approval.

150 4. In case of inconsistency between a provision of the Convention and a provision of the Administrative Regulations, the Convention shall prevail.

ARTICLE 43

Validity of Administrative Regulations in Force

151 The Administrative Regulations referred to in 147 are those in force at the time of signature of this Convention. They shall be regarded as annexed to this Convention and shall remain valid, subject to such partial revisions as may be adopted in consequence of the provisions of 44 until the time of entry into force of new Regulations drawn up by the competent world administrative conferences to replace them as annexes to this Convention.

ARTICLE 44

Execution of the Convention and Regulations

152 1. The Members are bound to abide by the provisions of this Convention and the Administrative Regulations in all telecommunication offices and stations established or operated by them which engage in international services or which are capable of causing harmful interference to radio services of other countries, except in regard to services exempted from these obligations in accordance with the provisions of Article 38.

153 2. They are also bound to take the necessary steps to impose the observance of the provisions of this Convention and of the Administrative Regulations upon private operating agencies authorized by them to establish and operate telecommunications and which engage in international services or which operate stations capable of causing harmful interference to the radio services of other countries.

ARTICLE 45

Ratification of the Convention

154 1. This Convention shall be ratified by the signatory governments in accordance with the constitutional rules in force in their respective countries. The instruments of ratification shall be deposited, in as short a time as possible, with the Secretary-General by diplomatic channel through the

intermediary of the government of the country of the seat of the Union. The Secretary-General shall notify the Members of each deposit of ratification.

155 2. (1) During a period of two years from the date of entry into force of this Convention a signatory government, even though it may not have deposited an instrument of ratification in accordance with 154, shall enjoy the rights conferred on Members of the Union in 8 to 10.

156 (2) From the end of a period of two years from the date of entry into force of this Convention, a signatory government which has not deposited an instrument of ratification in accordance with 154 shall not be entitled to vote at any conference of the Union, or at any session of the Administrative Council, or at any meeting of any of the permanent organs of the Union, or during consultation by correspondence conducted in accordance with the provisions of the Convention until it has so deposited such an instrument. Its rights, other than voting rights, shall not be affected.

157 3. After the entry into force of this Convention in accordance with Article 52, each instrument of ratification shall become effective on the date of its deposit with the Secretary-General.

158 4. If one or more of the signatory governments do not ratify the Convention it shall not thereby be less valid for the governments which have ratified it.

ARTICLE 46

Accession to the Convention

159 1. The government of a country, not a signatory of this Convention, may accede thereto at any time subject to the provisions of Article 1.

160 2. The instrument of accession shall be deposited with the Secretary-General by diplomatic channel through the intermediary of the government of the country of the seat of the Union. Unless otherwise specified therein, it shall become effective upon the date of its deposit. The Secretary-General shall notify the Members of each accession when it is received and shall forward to each of them a certified copy of the act of accession.

ARTICLE 47

Denunciation of the Convention

161 1. Each Member which has ratified, or acceded to, this Convention shall have the right to denounce it by a notification addressed to the Secretary-General by diplomatic channel through the intermediary of the government of the country of the seat of the Union. The Secretary-General shall advise the other Members thereof.

162 2. This denunciation shall take effect at the expiration of a period of one year from the day of the receipt of notification of it by the Secretary-General.

ARTICLE 48

Abrogation of the International Telecommunication Convention (Montreux, 1965)

163 This Convention shall abrogate and replace, in relations between the Contracting Governments, the International Telecommunication Convention (Montreux, 1965). [1]

ARTICLE 49

Relations with non-contracting States

164 Each Member reserves to itself and to the recognized private operating agencies the right to fix the conditions on which it admits telecommunications exchanged with a State which is not a party to this Convention. If a telecommunication originating in the territory of such a non-contracting State is accepted by a Member, it must be transmitted and, in so far as it follows the telecommunication channels of a Member, the obligatory provisions of the Convention and Administrative Regulations and the usual charges shall apply to it.

[1] TIAS 6267; 18 UST 575.

ARTICLE 50

Settlement of Disputes

165 1. Members may settle their disputes on questions relating to the interpretation or application of this Convention or of the Regulations contemplated in Article 42, through diplomatic channels, or according to procedures established by bilateral or multilateral treaties concluded between them for the settlement of international disputes, or by any other method mutually agreed upon.

166 2. If none of these methods of settlement is adopted, any Member party to a dispute may submit the dispute to arbitration in accordance with the procedure defined in the General Regulations or in the Optional Additional Protocol, as the case may be.

CHAPTER VI

Definitions

ARTICLE 51

Definitions

167 In this Convention unless the context otherwise requires:

a) the terms which are defined in Annex 2 to this Convention shall have the meanings therein assigned to them;

168 *b)* other terms which are defined in the Regulations referred to in Article 42 shall have the meanings therein assigned to them.

CHAPTER VII

Final Provisions

ARTICLE 52

Effective Date and Registration of the Convention

169 The present Convention shall enter into force on 1 January 1975 between Members in respect of which instruments of ratification or accession have been deposited before that date. [1]

170 In accordance with the provisions of Article 102 of the Charter of the United Nations, [2] the Secretary-General of the Union shall register the present Convention with the Secretariat of the United Nations.

[1] Reservations and declarations made by certain signatories are contained in the final protocol, pp. 2656–2693.
[2] TS 993; 59 Stat. 1052.

SECOND PART

GENERAL REGULATIONS

CHAPTER VIII

Functioning of the Union

ARTICLE 53

Plenipotentiary Conference

201 1. (1) The Plenipotentiary Conference shall be convened at regular intervals and normally every five years.

202 (2) If practicable, the date and place of a Plenipotentiary Conference shall be set by the preceding Plenipotentiary Conference; failing this, they shall be fixed by the Administrative Council with the concurrence of the majority of the Members of the Union.

203 2. (1) The date and place of the next Plenipotentiary Conference, or either one of these, may be changed:

a) when at least one-quarter of the Members of the Union have individually proposed a change to the Secretary-General, or

204 *b)* on a proposal of the Administrative Council.

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205 (2) In either case a new date or place or both shall be fixed with the concurrence of a majority of the Members of the Union.

ARTICLE 54

Administrative Conferences

206 1. (1) The agenda of an administrative conference shall be established by the Administrative Council with the concurrence of a majority of the Members of the Union in the case of a world administrative conference, or of a majority of the Members belonging to the region concerned in the case of a regional administrative conference, subject to the provisions of 225.

207 (2) This agenda shall include any question which a Plenipotentiary Conference has directed to be placed on the agenda.

208 (3) A world administrative conference dealing with radiocommunication may also include in its agenda an item concerning instructions to the International Frequency Registration Board regarding its activities and a review of those activities.

209 2. (1) A world administrative conference shall be convened:

a) by a decision of a Plenipotentiary Conference which may fix the date and place of its meeting;

210 *b)* on the recommendation of a previous world administrative conference if approved by the Administrative Council;

211 *c)* at the request of at least one-quarter of the Members of the Union, who shall individually address their requests to the Secretary-General; or

212 *d)* on a proposal of the Administrative Council.

213 (2) In the cases specified in 210, 211 and 212 and, if necessary, in the case specified in 209, the date and place of meeting shall be determined by the Administrative Council with the concurrence of a majority of the Members of the Union, subject to the provisions of 225.

214 3. (1) A regional administrative conference shall be convened:

a) by a decision of a Plenipotentiary Conference;

215 *b)* on the recommendation of a previous world or regional administrative conference if approved by the Administrative Council;

216 *c)* at the request of at least one-quarter of the Members belonging to the region concerned, who shall individually address their requests to the Secretary-General; or

217 *d)* on a proposal of the Administrative Council.

218 (2) In the cases specified in 215, 216 and 217 and, if necessary, in the case specified in 214, the date and place of meeting shall be determined by the Administrative Council with the concurrence of a majority of the Members of the Union belonging to the region concerned, subject to the provisions of 225.

219 4. (1) The agenda, or date or place of an administrative conference may be changed:

a) at the request of at least one-quarter of the Members of the Union in the case of a world administrative conference, or of a least one-quarter of the Members of the Union belonging to the region concerned in the case of a regional administrative conference. Their requests shall be addressed individually to the Secretary-General, who shall transmit them to the Administrative Council for approval; or

220 *b)* on a proposal of the Administrative Council.

221 (2) In cases specified in 219 and 220 the changes proposed shall not be finally adopted until accepted by a majority of the Members of the Union, in the case of a world administrative conference, or of a majority of the Members of the Union belonging to the region concerned, in the case of a regional administrative conference, subject to the provisions of 225.

222 5. (1) The Administrative Council may deem it advisable for the main session of an administrative conference to be preceded by a preparatory meeting to draw up proposals for the technical bases of the work of the conference.

223 (2) The convening of such a preparatory meeting and its agenda must be approved by a majority of the Members of the Union in the case of a world administrative conference, or by a majority of the Members of the Union belonging to the region concerned, in the case of a regional administrative conference, subject to the provisions of 225.

224 (3) Unless the Plenary Meeting of a preparatory session of an administrative conference decides otherwise, the texts finally approved by it will be assembled in a report which will also be approved by a Plenary Meeting and signed by the Chairman.

225 6. In the consultations referred to in 206, 213, 218, 221 and 223 Members of the Union who have not replied within the time limits specified by the Administrative Council shall be regarded as not participating in the consultations, and in consequence shall not be taken into account in computing the majority. If the number of replies does not exceed one-half of the Members consulted, a further consultation shall take place the results of which shall be decisive regardless of the number of votes cast.

ARTICLE 55

Administrative Council

226 1. (1) The Administrative Council is composed of Members of the Union elected by the Plenipotentiary Conference.

227 (2) If between two Plenipotentiary Conferences a seat becomes vacant on the Administrative Council, it shall pass by right to the Member of the Union from the same region as the Member whose seat is vacated, which had obtained at the previous election the largest number of votes among those not elected.

228 (3) A seat on the Administrative Council shall be considered vacant:

a) when a Council Member does not have a representative in attendance at two consecutive annual sessions of the Administrative Council;

229 *b)* when a Member of the Union resigns its membership on the Council.

230 2. The person appointed to serve on the Council by a Member of the Administrative Council shall, so far as possible, be an official serving in, or directly responsible to, or for, their telecommunications administration and qualified in the field of telecommunication services.

231 3. The Administrative Council shall elect its own Chairman and Vice-Chairman at the beginning of each annual session. They shall serve until the opening of the next annual session and shall be eligible for re-election. The Vice-Chairman shall serve as Chairman in the absence of the latter.

232 4. (1) The Administrative Council shall hold an annual session at the seat of the Union.

233 (2) During this session it may decide to hold, exceptionally, an additional session.

234 (3) Between ordinary sessions, it may be convened, as a general rule at the seat of the Union, by its Chairman at the request of a majority of its Members or at the call of the Chairman under the conditions provided for in 255.

235 5. The Secretary-General and the Deputy Secretary-General, the Chairman and the Vice-Chairman of the International Frequency Registration Board and the Directors of the International Consultative Committees may participate as of right in the deliberations of the Administrative Council, but without taking part in the voting. Nevertheless, the Council may hold meetings confined to its own members.

236 6. The Secretary-General shall act as secretary of the Administrative Council.

237 7. The Administrative Council shall make decisions only in session.

238 8. The representative of each Member of the Administrative Council shall have the right to attend, as an observer, all meetings of the permanent organs of the Union mentioned in 26, 27 and 28.

239 9. Only the travelling and subsistence expenses incurred by the representative of each Member of the Administrative Council in this capacity at Council sessions shall be borne by the Union.

240 10. In the discharge of its duties prescribed in the Convention, the Administrative Council shall in particular:

a) in the interval between Plenipotentiary Conferences, be responsible for effecting the coordination with all international organizations referred to in Articles 39 and 40 and to this end, shall conclude, on behalf of the Union, provisional agreements with the international organizations referred to in Article 40, and with the United Nations in application of the Agreement between the United Nations and the International Telecommunication Union; these provisional agreements shall be submitted to the next Plenipotentiary Conference in accordance with 39;

241 *b)* decide on the numbers and grading of the staff of the General Secretariat and of the specialized secretariats of the permanent organs of the Union, taking into account the general directives given by the Plenipotentiary Conference;

242 *c)* draw up such regulations as it may consider necessary for the administrative and financial activities of the Union; and also the administrative regulations to take account of current practice of the United Nations and of the specialized agencies applying the Common System of pay, allowances and pensions;

243 *d)* supervise the administrative functions of the Union;

244 *e)* review and approve the annual budget of the Union, taking account of the limits for expenditure set by the Plenipotentiary Conference and ensuring the strictest possible economy but mindful of the obligation upon the Union to achieve satisfactory results as expeditiously as possible through conferences and the work programmes of the permanent organs; in so doing, the Council shall also take into account the work plans mentioned in 286 and any cost-benefit analyses mentioned in 287;

245 *f)* arrange for the annual audit of the accounts of the Union prepared by the Secretary-General and approve them, if appropriate, for submission to the next Plenipotentiary Conference;

246 *g)* adjust as necessary:

1. the basic salary scales for staff in the professional categories and above, excluding the salaries for posts filled by election, to accord with any changes in the basic salary scales adopted by the United Nations for the corresponding Common System categories;

247 2. the basic salary scales for staff in the general services categories to accord with changes in the rates applied by the United Nations and the specialized agencies at the seat of the Union;

248 3. the post adjustment for professional categories and above, including posts filled by election, in accordance with decisions of the United Nations for application at the seat of the Union;

249 4. the allowances for all staff of the Union, in accordance with any changes adopted in the United Nations Common System;

250 5. the contributions payable by the Union and the staff to the United Nations Joint Staff Pension Fund, in accordance with the decisions of the United Nations Joint Staff Pension Board;

251 6. the cost-of-living allowances granted to beneficiaries of the Union Staff Superannuation and Benevolent Funds on the basis of practice in the United Nations;

252 *h)* arrange for the convening of Plenipotentiary and administrative conferences of the Union in accordance with Articles 53 and 54;

253 *i)* offer to the Plenipotentiary Conference of the Union any recommendations deemed useful;

254 *j)* review and coordinate the work programmes as well as their progress and the working arrangements, including the meeting schedules, of the permanent organs of the Union and take such action as it deems appropriate;

255 *k)* provide for the filling of any vacancy in the office of Secretary-General and/or Deputy Secretary-General in the situation described

in 59 or 60, at a regular meeting, if held within 90 days after a vacancy occurs, or at a meeting convened by the Chairman within the time periods specified in 59 or 60;

256 *l)* provide for the filling of any vacancy in the office of Director of either of the International Consultative Committees at the next regular meeting following the occurrence of such a vacancy. Directors so selected shall serve until the next Plenary Assembly as provided for in 305 and shall be eligible for election to such posts;

257 *m)* provide for the filling of vacancies for members of the International Frequency Registration Board in accordance with the procedure in 297;

258 *n)* perform the other functions prescribed for it in the Convention and, within the framework of the Convention and the Administrative Regulations, any functions deemed necessary for the proper administration of the Union or its permanent organs taken individually;

259 *o)* take the necessary steps, with the agreement of a majority of the Members of the Union, provisionally to resolve questions not covered by the Convention, the Administrative Regulations and their annexes and which cannot await the next competent conference for settlement;

260 *p)* submit a report on the activities of all the organs of the Union since the previous Plenipotentiary Conference;

261 *q)* send to Members of the Union, as soon as possible after each of its sessions, summary records on the activities of the Administrative Council and other documents deemed useful.

ARTICLE 56

General Secretariat

262 1. The Secretary-General shall:

a) coordinate the activities of the different permanent organs with the advice and assistance of the Coordination Committee referred to in

80 with a view to assuring the most effective and economical use of personnel and of the financial and other resources of the Union;

263 *b)* organize the work of the General Secretariat and appoint the staff of that Secretariat in accordance with the directives of the Plenipotentiary Conference and the rules established by the Administrative Council;

264 *c)* undertake administrative arrangements for the specialized secretariats of the permanent organs of the Union and appoint the staff of those secretariats in agreement with the Head of each permanent organ; the appointments shall be made on the basis of the latter's choice, but the final decision for appointment or dismissal shall rest with the Secretary-General;

265 *d)* report to the Administrative Council any decisions taken by the United Nations and the specialized agencies which affect Common System conditions of service, allowances and pensions;

266 *e)* ensure the application of the financial and administrative regulations approved by the Administrative Council;

267 *f)* provide legal advice to the organs of the Union;

268 *g)* supervise, for administrative management purposes, the staff of the Headquarters of the Union with a view to assuring the most effective use of personnel and the application of the Common System conditions of employment for the staff of the Union. The staff appointed to assist directly the Directors of the Consultative Committees and the International Frequency Registration Board shall work under the direct orders of those senior officials concerned but in accordance with general administrative directives of the Administrative Council and of the Secretary-General;

269 *h)* in the interest of the Union as a whole and in consultation with the Chairman of the International Frequency Registration Board or the Director of the Consultative Committee concerned, temporarily reassign staff members from their appointed position as necessary to meet fluctuating work requirements at Headquarters. The Secretary-

General shall report such temporary reassignments including the financial implications thereof, to the Administrative Council;

270 *i)* undertake secretarial work preparatory to, and following conferences of the Union;

271 *j)* provide, where appropriate in cooperation with the inviting government, the secretariat of conferences of the Union, and provide the facilities and services for meetings of the permanent organs of the Union in collaboration with their respective Heads; drawing from the Union's staff as he deems necessary in accordance with 269. The Secretary-General may also when so requested, provide the secretariat of other telecommunication meetings on a contractual basis;

272 *k)* keep up to date the official lists, compiled from data supplied for this purpose by the permanent organs of the Union or by administrations, with the exception of the master registers and such other essential records as may be related to the duties of the International Frequency Registration Board;

273 *l)* publish the principal reports of the permanent organs of the Union, the recommendations and the operating instructions derived from such recommendations for use in the international telecommunication services;

274 *m)* publish international and regional telecommunication agreements communicated to him by the parties thereto, and keep up-to-date records of these agreements;

275 *n)* publish the technical standards of the International Frequency Registration Board, as well as such other data concerning the assignment and utilization of frequencies as are prepared by the Board in the discharge of its duties;

276 *o)* prepare, publish and keep up to date with the assistance, where appropriate, of the other permanent organs of the Union:

1. a record of the composition and structure of the Union;

277 2. the general statistics and the official service documents of the Union as prescribed by the Administrative Regulations;

278 3. such other documents as conferences or the Administrative Council may direct;

279 *p)* collect and publish, in suitable form, data, both national and international, regarding telecommunication throughout the world;

280 *q)* assemble and publish, in cooperation with the other permanent organs of the Union, both technical and administrative information that might be specially useful to developing countries in order to help them to improve their telecommunication networks. Their attention shall also be drawn to the possibilities offered by the international programmes under the auspices of the United Nations;

281 *r)* collect and publish such information as would be of assistance to Members regarding the development of technical methods with a view to achieving the most efficient operation of telecommunication services and specially the best possible use of radio frequencies so as to diminish interference;

282 *s)* publish periodically, with the help of information put at his disposal or which he may collect, including that which he may obtain from other international organizations, a journal of general information and documentation concerning telecommunication;

283 *t)* determine, in consultation with the Director of the International Consultative Committee concerned or, as appropriate, the Chairman of the International Frequency Registration Board, the form and presentation of all publications of the Union, taking into account the nature and the contents as well as the most suitable and economical means of publication;

284 *u)* arrange the timely distribution of the published documents;

285 *v)* after having made what economies are possible, prepare and submit to the Administrative Council annual budget estimates which, after approval by the Council, shall be transmitted for information to all Members of the Union;

286 *w)* prepare and submit to the Administrative Council future work plans comprising the main activities at the Headquarters of the Union according to directives of the Administrative Council;

287 *x)* to the extent the Administrative Council finds it appropriate, prepare and submit to the Administrative Council cost-benefit analyses of the main activities at the Headquarters of the Union;

288 *y)* prepare a financial operating report and accounts to be submitted annually to the Administrative Council and recapitulative accounts immediately preceding each Plenipotentiary Conference; these accounts, after audit and approval by the Administrative Council, shall be circulated to the Members and be submitted to the next Plenipotentiary Conference for examination and final approval;

289 *z)* prepare an annual report on the activities of the Union which, after approval by the Administrative Council, shall be transmitted to all Members;

290 *aa)* perform all other secretarial functions of the Union.

291 2. The Secretary-General or the Deputy Secretary-General may participate, in a consultative capacity, in Plenary Assemblies of the International Consultative Committees and in all conferences of the Union; the Secretary-General or his representative may participate in a consultative capacity in all other meetings of the Union; their participation in the meetings of the Administrative Council is governed by 235.

ARTICLE 57

International Frequency Registration Board

292 1. (1) The members of the International Frequency Registration Board shall be thoroughly qualified by technical training in the field of radio and shall possess practical experience in the assignment and utilization of frequencies.

293 (2) Moreover, for the more effective understanding of the problems coming before the Board under 67, each member shall be familiar with

geographic, economic and demographic conditions within a particular area of the world.

294 2. (1) The election procedure shall be established by the conference responsible for the election as defined in 63.

295 (2) At each election any serving member of the Board may be proposed again as a candidate by the country of which he is a national.

296 (3) The members of the Board shall take up their duties on the date fixed by the Plenipotentiary Conference which elected them. They shall normally remain in office until the date fixed by the conference which elects their successors.

297 (4) If in the interval between two Plenipotentiary Conferences which elect members of the Board, an elected member of the Board resigns or abandons his duties or dies, the Chairman of the Board shall request the Secretary-General to invite the countries, Members of the Union, of the region concerned to propose candidates for the election of a replacement at the next annual session of the Administrative Council. However, if the vacancy occurs more than ninety days before the session of the Administrative Council, the country of which the member concerned was a national shall designate, as soon as possible and within ninety days, a replacement who shall also be a national of that country and who will remain in office until the new member elected by the Administrative Council takes office. The replacement shall be eligible for election by the Administrative Council.

298 (5) In order to safeguard the efficient operation of the Board, any country a national of which has been elected to the Board, shall refrain, as far as possible, from recalling that person between two Plenipotentiary Conferences which elect members of the Board.

299 3. (1) The working arrangements of the Board are defined in the Radio Regulations.

300 (2) The members of the Board shall elect from their own numbers a Chairman and a Vice-Chairman, for a period of one year. Thereafter the Vice-Chairman shall succeed the Chairman each year and a new Vice-Chairman shall be elected.

301 (3) The Board shall be assisted by a specialized secretariat.

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302 4. No member of the Board shall request or receive instructions relating to the exercise of his duties from any government or a member thereof, or from any public or private organization or person. Furthermore, each Member must respect the international character of the Board and of the duties of its members and shall refrain from any attempt to influence any of them in the exercise of their duties.

ARTICLE 58

International Consultative Committees

303 1. Each International Consultative Committee shall work through the medium of:

a) the Plenary Assembly, preferably meeting every three years. When a corresponding world administrative conference has been convened, the Plenary Assembly should meet, if possible, at least eight months before this conference;

304 *b)* study groups, which shall be set up by the Plenary Assembly to deal with questions to be examined;

305 *c)* a Director elected by the Plenary Assembly initially for a period equal to twice the interval between two consecutive Plenary Assemblies, i.e. normally for six years. He shall be eligible for re-election at each subsequent Plenary Assembly and if re-elected shall then remain in office until the date of the next Plenary Assembly, normally for three years. When the position becomes unexpectedly vacant, the following Plenary Assembly shall elect the new Director;

306 *d)* a specialized secretariat, which assists the Director;

307 *e)* laboratories or technical installations set up by the Union.

308 2. (1) The questions studied by each International Consultative Committee, on which it shall issue recommendations, shall be those referred to it by the Plenipotentiary Conference, by an administrative conference, by the Administrative Council, by the other Consultative Committee, or

by the International Frequency Registration Board, in addition to those decided upon by the Plenary Assembly of the Consultative Committee itself, or, in the interval between its Plenary Assemblies, when requested or approved by correspondence by at least twenty Members of the Union.

309 (2) At the request of the countries concerned, each Consultative Committee may also study and offer advice concerning their national telecommunication problems. The study of such problems should be in accordance with 308.

ARTICLE 59

Coordination Committee

310 1. (1) The Coordination Committee shall help the Secretary-General in the duties assigned to him under 282, 285, 288 and 289.

311 (2) The Committee shall be responsible for ensuring coordination with all the international organizations mentioned in Articles 39 and 40 as regards representation of the permanent organs of the Union at conferences of such organizations.

312 (3) The Committee shall examine the progress of the work of the Union in technical cooperation and submit recommendations, through the Secretary-General, to the Administrative Council.

313 2. The Committee shall endeavour to reach conclusions unanimously. The Secretary-General may, however, take decisions even when he does not have the support of two or more other members of the Committee, provided he judges that decision of the matters in question cannot await the next session of the Administrative Council. In such circumstances he shall report promptly in writing on such matters to the members of the Administrative Council, setting forth his reasons for such action together with any other written views submitted by other members of the Committee.

314 3. The Committee shall meet when convened by its Chairman and, normally, at least once a month.

CHAPTER IX

General Provisions regarding Conferences

ARTICLE 60

Invitation and Admission to Plenipotentiary Conferences when there is an inviting Government

315 1. The inviting government, in agreement with the Administrative Council, shall fix the definitive date and the exact place of the conference.

316 2. (1) One year before this date, the inviting government shall send an invitation to the government of each country Member of the Union.

317 (2) These invitations may be sent directly or through the Secretary-General or through another government.

318 3. The Secretary-General shall send an invitation to the United Nations in accordance with Article 39 and to any of the regional telecommunication organizations mentioned in Article 32 if requested by it.

319 4. The inviting government, in agreement with or on a proposal by the Administrative Council, may invite the specialized agencies of the United Nations and the International Atomic Energy Agency to send observers to take part in the conference in an advisory capacity, on the basis of reciprocity.

320 5. (1) The replies of the Members must reach the inviting government not later than one month before the date of opening of the conference and should include whenever possible full information on the composition of the delegation.

321 (2) These replies may be sent directly to the inviting government or through the Secretary-General or through another government.

322 6. Any permanent organ of the Union shall be entitled to be represented at the conference in an advisory capacity when the conference is discussing matters coming within its competence. If necessary, the conference may invite an organ which has not considered it necessary to be represented.

323 7. The following shall be admitted to Plenipotentiary Conferences:

a) delegations as defined in Annex 2;

324 *b)* observers of the United Nations;

325 *c)* observers of regional telecommunication organizations in conformity with 318;

326 *d)* observers of the specialized agencies and of the International Atomic Energy Agency in conformity with 319.

ARTICLE 61

Invitation and Admission to Administrative Conferences when there is an inviting Government

327 1. (1) The provisions of 315 to 321 shall apply to administrative conferences.

328 (2) However, the time limit for the despatch of invitations may be reduced to six months if necessary.

329 (3) Members of the Union may inform the private operating agencies recognized by them of the invitation they have received.

330 2. (1) The inviting government, in agreement with or on a proposal by the Administrative Council, may notify the international organizations which are interested in sending observers to participate in the conference in an advisory capacity.

331 (2) The interested international organizations shall send an application for admission to the inviting government within a period of two months from the date of notification.

332 (3) The inviting government shall assemble the requests and the conference itself shall decide whether the organizations concerned are to be admitted.

333 3. The following shall be admitted to administrative conferences:

a) delegations as defined in Annex 2;

334 *b)* observers of the United Nations;

335 *c)* observers of regional telecommunication organizations mentioned in Article 32;

336 *d)* observers of the specialized agencies and of the International Atomic Energy Agency in conformity with 319;

337 *e)* observers of international organizations admitted in accordance with 330 to 332;

338 *f)* representatives of recognized private operating agencies, duly authorized by the Member to which they belong;

339 *g)* permanent organs of the Union, subject to the conditions set forth in 322.

ARTICLE 62

Procedure for calling World Administrative Conferences at the Request of Members of the Union or on a Proposal of the Administrative Council

340 1. Any Member of the Union wishing to have a world administrative conference convened shall so inform the Secretary-General, indicating the proposed agenda, place and date of the conference.

341 2. On receipt of similar requests from at least one-quarter of the Members of the Union, the Secretary-General shall inform all Members thereof by telegram, asking them to indicate, within six weeks, whether or not they agree to the proposal.

342 3. If a majority of the Members, determined in accordance with 225, agree to the proposal as a whole, that is to say, if they accept the agenda,

date and place of the proposed meeting, the Secretary-General shall so inform the Members of the Union by circular telegram.

343 4. (1) If the proposal accepted is for a conference elsewhere than at the seat of the Union, the Secretary-General shall ask the government of the country concerned whether it agrees to act as inviting government.

344 (2) If the answer is in the affirmative, the Secretary-General, with the assent of the government concerned, shall take the necessary steps to convene the conference.

345 (3) If the answer is in the negative, the Secretary-General shall request the Members desiring the conference to make alternative suggestions for the place of the conference.

346 5. Where the proposal accepted is for a conference at the seat of the Union, the provisions of Article 64 shall apply.

347 6. (1) If the proposal as a whole (agenda, date and place) is not accepted by a majority of the Members, determined in accordance with 225, the Secretary-General shall inform the Members of the Union of the replies received, requesting them to give a final reply on the point or points under dispute within six weeks of receipt.

348 (2) Such points shall be regarded as adopted when they have been approved by a majority of the Members, determined in accordance with 225.

349 7. The procedure indicated above shall also be applicable when the proposal to convene a world administrative conference is initiated by the Administrative Council.

ARTICLE 63

Procedure for convening Regional Administrative Conferences at the Request of Members of the Union or on a Proposal of the Administrative Council

350 In the case of a regional administrative conference, the procedure described in Article 62 shall be applicable only to the Members of the region

concerned. If the conference is to be convened on the initiative of the Members of the region, it will suffice for the Secretary-General to receive concordant requests from a quarter of the total number of Members in that region.

ARTICLE 64

Provisions for Conferences meeting when there is no inviting Government

351 When a conference is to be held without an inviting government, the provisions of Articles 60 and 61 apply. The Secretary-General shall take the necessary steps to convene and organize it at the seat of the Union, after agreement with the Government of the Swiss Confederation.

ARTICLE 65

Provisions common to all Conferences

Change in the Date or Place of a Conference

352 1. The provisions of Articles 62 and 63 shall apply, by analogy, when a change in the date or place of a conference is requested by Members of the Union or is proposed by the Administrative Council. However, such changes shall only be made if a majority of the Members concerned, determined in accordance with 225, have pronounced in favour.

353 2. It shall be the responsibility of any Member proposing a change in the date or place of a conference to obtain for its proposal the support of the requisite number of other Members.

354 3. Where the issue arises, the Secretary-General shall indicate, in the communication referred to in 341, the probable financial consequences of a change in the date or place, as, for example, when there has been an outlay of expenditure in preparing for the conference at the place initially chosen.

ARTICLE 66

Time-limits for Presentation of Proposals to Conferences and Conditions of Submission

355 1. Immediately after the invitations have been despatched, the Secretary-General shall ask Members to send him, within four months, their proposals for the work of the conference.

356 2. All proposals the adoption of which will involve revision of the text of the Convention or Administrative Regulations must carry references identifying by their marginal numbers those parts of the text which will require such revision. The reasons for the proposal must be given, as briefly as possible, in each case.

357 3. The Secretary-General shall communicate the proposals to all Members as they are received.

358 4. The Secretary-General shall assemble and coordinate the proposals received from administrations and from the Plenary Assemblies of the International Consultative Committees and shall communicate them to Members at least three months before the opening of the conference. The Secretary-General, the Directors of the International Consultative Committees and the members of the International Frequency Registration Board shall not be entitled to submit proposals.

ARTICLE 67

Credentials for Delegations to Conferences

359 1. The delegation sent by a Member of the Union to a conference shall be duly accredited in accordance with 360 to 366.

360 2. (1) Accreditation of delegations to Plenipotentiary Conferences shall be by means of instruments signed by the Head of State, by the Head of the Government or by the Minister for Foreign Affairs.

361 (2) Accreditation of delegations to administrative conferences shall be by means of instruments signed by the Head of State, by the Head of

the Government, by the Minister for Foreign Affairs or by the Minister responsible for questions dealt with during the conference.

362 (3) Subject to confirmation prior to the signature of the Final Acts, by one of the authorities mentioned in 360 or 361, delegations may be provisionally accredited by the Head of the diplomatic mission of the country concerned to the government of the country in which the conference is held. In the case of a conference held in the country of the seat of the Union, a delegation may also be provisionally accredited by the Head of the Permanent Delegation of the country concerned to the United Nations Office at Geneva.

363 3. Credentials shall be accepted if they are signed by the appropriate authority mentioned under 360 to 362, and fulfil one of the following criteria:

364 — they confer full powers;

365 — they authorize the delegation to represent its government, without restrictions;

366 — they give the delegation, or certain members thereof, the right to sign the Final Acts.

367 4. (1) A delegation whose credentials are found to be in order by the Plenary Meeting shall be entitled to exercise the right to vote of the Member concerned and to sign the Final Acts.

368 (2) A delegation whose credentials are found not to be in order by the Plenary Meeting shall not be entitled to exercise the right to vote or to sign the Final Acts until the situation has been rectified.

369 5. Credentials shall be deposited with the secretariat of the conference as early as possible. A special committee shall be entrusted with the verification thereof and shall report on its conclusions to the Plenary Meeting within the time specified by the latter. Pending the decision of the Plenary Meeting thereon, a delegation of a Member of the Union shall be entitled to participate in the conference and to exercise the right to vote of the Member concerned.

370 6. As a general rule, Members of the Union should endeavour to send their own delegations to conferences of the Union. However, if a Member

is unable, for exceptional reasons, to send its own delegation, it may give the delegation of another Member powers to vote and sign on its behalf. Such powers must be conveyed by means of an instrument signed by one of the authorities mentioned in 360 or 361.

371 7. A delegation with the right to vote may give to another delegation with the right to vote a mandate to exercise its vote at one or more meetings at which it is unable to be present. In such a case it shall, in good time, notify the Chairman of the conference in writing.

372 8. A delegation may not exercise more than one proxy vote.

373 9. Credentials and the transfer of powers sent by telegram shall not be accepted. Nevertheless, replies sent by telegram to requests by the Chairman or the secretariat of the conference for clarification of credentials shall be accepted.

CHAPTER X

General Provisions regarding International Consultative Committees

ARTICLE 68

Conditions for Participation

374 1. The members of the International Consultative Committees referred to in 73 and 74 may participate in all the activities of the Consultative Committee concerned.

375 2. (1) The first request from a recognized private operating agency to take part in the work of a Consultative Committee shall be addressed to the Secretary-General who shall inform all the Members and the Director of that Consultative Committee. The request from a recognized private operating agency must be approved by the Member recognizing it. The Direc-

tor of the Consultative Committee shall advise the recognized private operating agency of the action taken on its request.

376 (2) A recognized private operating agency may not act on behalf of the Member which has recognized it unless that Member informs the Consultative Committee concerned in each particular case that it is authorized to do so.

377 3. (1) International organizations and regional telecommunication organizations mentioned in Article 32 which coordinate their work with the International Telecommunication Union and which have related activities may be admitted to participate in the work of the Consultative Committees in an advisory capacity.

378 (2) The first request from an international organization or regional telecommunication organization mentioned in Article 32 to take part in the work of a Consultative Committee shall be addressed to the Secretary-General who shall inform by telegram all the Members and invite Members to say whether the request should be granted; the request shall be granted if the majority of the replies of the Members received within a period of one month are favourable. The Secretary-General shall inform all the Members and the Director of the Consultative Committee concerned of the result of the consultation.

379 4. (1) Scientific or industrial organizations, which are engaged in the study of telecommunication problems or in the design or manufacture of equipment intended for telecommunication services, may be admitted to participate in an advisory capacity in meetings of the study groups of the Consultative Committees, provided that their participation has received approval of the administrations of the countries concerned.

380 (2) The first request from a scientific or industrial organization for admission to meetings of study groups of a Consultative Committee shall be addressed to the Secretary-General who shall inform all the Members and the Director of that Consultative Committee. The request must be approved by the administration of the country concerned. The Director of the Consultative Committee shall advise the scientific or industrial organization of the action taken on its request.

381 5. Any recognized private operating agency, international organization, regional telecommunication organization or scientific or industrial organi-

zation allowed to take part in the work of an International Consultative Committee has the right to denounce such participation by notifying the Secretary-General. Such denunciation shall take effect at the end of one year from the date when notification is received by the Secretary-General.

ARTICLE 69

Duties of the Plenary Assembly

382 The Plenary Assembly shall:

a) Consider the reports of study groups and approve, modify or reject the draft recommendations contained in these reports;

383 *b)* consider existing questions as to whether or not their study should be continued, and prepare a list of the new questions to be studied in conformity with 308. In formulating new questions it shall be borne in mind that, in principle, their consideration should be completed in the period which is twice the interval between two Plenary Assemblies;

384 *c)* approve the programme of work arising from the consideration in 383, determine the order of questions to be studied according to their importance, priority and urgency;

385 *d)* decide, in the light of the approved programme of work derived from 384 whether or not existing study groups should be maintained or dissolved and whether or not new study groups should be set up;

386 *e)* allocate to study groups the questions to be studied;

387 *f)* consider and approve the report of the Director on the activities of the Committee since the last meeting of the Plenary Assembly;

388 *g)* approve, if appropriate, for submission to the Administrative Council, the estimate of the financial needs of the Committee up to the

next Plenary Assembly, as submitted by the Director in accordance with 416;

389 *b)* consider any other matters deemed necessary within the provisions of Article 11 and of this Chapter.

ARTICLE 70

Meetings of the Plenary Assembly

390 1. The Plenary Assembly shall normally meet at a date and place fixed by the preceding Plenary Assembly.

391 2. The date and place, or either, of the meeting of the Plenary Assembly may be changed with the approval of the majority of the Members of the Union replying to the Secretary-General's request for their opinion.

392 3. At each of these meetings, the Plenary Assembly shall be presided over by the Head of the delegation of the country in which the meeting is held or, in the case of a meeting held at the seat of the Union, by a person elected by the Plenary Assembly itself. The Chairman shall be assisted by Vice-Chairmen elected by the Plenary Assembly.

393 4. The Secretary-General shall be responsible for making the necessary administrative and financial arrangements, in agreement with the Director of the Consultative Committee concerned, for meetings of the Plenary Assembly and the study groups.

ARTICLE 71

Languages and Right to vote in Plenary Assemblies

394 1. (1) The languages used in the Plenary Assemblies shall be as provided in Articles 16 and 78.

395 (2) The preparatory documents of study groups, the documents and minutes of Plenary Assemblies and the documents published after these

Assemblies by the International Consultative Committees shall be issued in the three working languages of the Union.

396 2. The Members which are authorized to vote at sessions of Plenary Assemblies of the Consultative Committees are those to which reference is made in 9 and 155. However, when a country, Member of the Union, is not represented by an administration, the representatives of the recognized private operating agencies of that country shall, as a whole, and regardless of their number, be entitled to a single vote, subject to the provisions of 376.

397 3. The provisions of 370 to 373 concerning the transfer of powers shall apply to Plenary Assemblies.

ARTICLE 72

Study Groups

398 1. The Plenary Assembly shall set up and maintain as necessary study groups to deal with questions to be studied. The administrations, recognized private operating agencies, international organizations and regional telecommunication organizations admitted in accordance with 377 and 378 which desire to take part in the work of the study groups shall give in their names either at the meeting of the Plenary Assembly or, at a later date, to the Director of the Consultative Committee concerned.

399 2. In addition, and subject to the provisions of 379 and 380, experts of scientific or industrial organizations may be admitted to take part in an advisory capacity in any meeting of any study group.

400 3. The Plenary Assembly shall normally appoint a Chairman and one Vice-Chairman of each study group. If the workload of any study group requires, the Plenary Assembly shall appoint such additional Vice-Chairmen as it feels necessary for such study group or groups. If, in the interval between two meetings of the Plenary Assembly, a group Chairman is unable to carry out his duties and only one Vice-Chairman has been appointed, then such Vice-Chairman shall take the Chairman's place. In the case of

a study group for which the Plenary Assembly has appointed more than one Vice-Chairman, the study group at its next meeting shall elect a new Chairman from among such Vice-Chairmen and, if necessary, a new Vice-Chairman from among the members of the study group. It shall likewise elect a new Vice-Chairman if one of the Vice-Chairmen is unable to carry out his duties during that period.

ARTICLE 73

Conduct of Business of Study Groups

401 1. Study groups shall conduct their work as far as possible by correspondence.

402 2. (1) However, the Plenary Assembly may give directives concerning the convening of any meetings of the study groups that may appear necessary to deal with large groups of questions.

403 (2) As a general rule, study groups shall hold no more than two meetings between sessions of the Plenary Assembly, including the final meetings held before that Assembly.

404 (3) Moreover, if after a Plenary Assembly a group Chairman considers it necessary for his study group to hold one or more meetings not provided for by the Plenary Assembly to discuss orally questions which could not be solved by correspondence, he may, with the approval of his administration and after consultation with the Director concerned and the members of his study group, suggest a meeting at a convenient place bearing in mind the need to keep expenses to a minimum.

405 3. Where necessary, the Plenary Assembly of a Consultative Committee may set up joint working parties for the study of questions requiring the participation of experts from several study groups.

406 4. The Director of a Consultative Committee, after consultation with the Secretary-General, and in agreement with the Chairmen of the various

study groups concerned, shall draw up the general plan of meetings of groups of study groups which are to meet in the same place during the same period.

407 5. The Director shall send the final reports of the study groups to the participating administrations, to the recognized private operating agencies of the Consultative Committee and, as occasion may demand, to such international organizations and regional telecommunication organizations as have participated. These shall be sent as soon as possible and, in any event, in time for them to be received at least one month before the date of the next meeting of the Plenary Assembly. This provision may be waived only when study group meetings are held immediately prior to the meeting of the Plenary Assembly. Questions which have not formed the subject of a report furnished in this way shall not appear on the agenda for the meeting of the Plenary Assembly.

ARTICLE 74

Duties of the Director. Specialized Secretariat

408 1. (1) The Director of a Consultative Committee shall coordinate the work of the Plenary Assembly and study groups, and shall be responsible for the organization of the work of the Consultative Committee.

409 (2) The Director shall be responsible for the documents of the Committee and arrange for their publication, in the working languages of the Union, with the Secretary-General.

410 (3) The Director shall be assisted by a secretariat composed of a specialized staff to work under his direction and to aid him in the organization of the work of the Committee.

411 (4) The staff of the specialized secretariats, laboratories and technical installations of the Consultative Committees shall be under the administrative control of the Secretary-General in accordance with the provisions of 268.

412 2. The Director shall choose the technical and administrative members of the secretariat within the framework of the budget as approved by the

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Plenipotentiary Conference or the Administrative Council. The appointment of the technical and administrative personnel is made by the Secretary-General in agreement with the Director. The final decision for appointment or dismissal rests with the Secretary-General.

413 3. The Director shall participate as of right, but in an advisory capacity, in meetings of the Plenary Assembly and of the study groups. He shall, subject to the provisions of 393, make all necessary preparations for meetings of the Plenary Assembly and of the study groups.

414 4. The Director shall submit to the Plenary Assembly a report on the activities of the Consultative Committee since the last meeting of the Plenary Assembly. After approval, this report shall be sent to the Secretary-General for transmission to the Administrative Council.

415 5. The Director shall submit to the Administrative Council at its annual session a report on the activities of the Committee during the previous year for the information of the Council and of the Members of the Union.

416 6. The Director after consultation with the Secretary-General shall submit for the approval of the Plenary Assembly an estimate of the financial needs of the Committee up to the next meeting of the Plenary Assembly; this estimate, after approval by the Plenary Assembly, shall be sent to the Secretary-General for submission to the Administrative Council.

417 7. The Director shall prepare, for inclusion by the Secretary-General in the annual budget of the Union, an estimate of the expenses of the Committee for the following year, based on the estimate of the financial needs of the Committee approved by the Plenary Assembly.

418 8. The Director shall participate as necessary in technical cooperation activities of the Union within the framework of the Convention.

ARTICLE 75

Proposals for Administrative Conferences

419 1. The Plenary Assemblies of the International Consultative Committees are authorized to submit to administrative conferences proposals arising

directly from their recommendations or from findings on questions under their study.

420 2. The Plenary Assemblies of the Consultative Committees may also make proposals for modification of the Administrative Regulations.

421 3. Such proposals shall be sent to the Secretary-General in good time for assembly, coordination and communication, as laid down in 358.

ARTICLE 76

Relations of Consultative Committees between themselves and with other International Organizations

422 1. (1) Plenary Assemblies of Consultative Committees may set up joint study groups to study and make recommendations on questions of common interest.

423 (2) The Directors of Consultative Committees may, in collaboration with the group Chairmen, organize joint meetings of study groups of both Consultative Committees, to study and prepare draft recommendations on questions of common interest. Such draft recommendations shall be submitted to the next meeting of the Plenary Assembly of each Consultative Committee.

424 2. When one of the Consultative Committees is invited to participate in a meeting of the other Consultative Committee or of another international organization, the Plenary Assembly or the Director of the invited Consultative Committee is authorized to make arrangements for such representation in an advisory capacity, taking into account the provisions of 311.

425 3. The Secretary-General, the Deputy Secretary-General, the Chairman of the International Frequency Registration Board, and the Director of the other Consultative Committee, or their representatives, may attend meetings of a Consultative Committee in an advisory capacity. If necessary, a Consultative Committee may invite to attend its meetings, in an advisory capacity, representatives of any permanent organ of the Union which has not considered it necessary to be represented.

CHAPTER XI

Rules of Procedure of Conferences and other Meetings

ARTICLE 77

Rules of Procedure of Conferences and other Meetings

1. Order of Seating

426 At meetings of the conference, delegations shall be seated in the alphabetical order of the French names of the countries represented.

2. Inauguration of the Conference

427 1. (1) The inaugural meeting of the conference shall be preceded by a meeting of the Heads of delegations to prepare the agenda for the first Plenary Meeting.

428 (2) The Chairman of the meeting of Heads of delegations shall be appointed in accordance with the provisions of 429 and 430.

429 2. (1) The conference shall be opened by a person appointed by the inviting government.

430 (2) When there is no inviting government, it shall be opened by the oldest Head of delegation.

431 3. (1) The Chairman of the conference shall be elected at the first Plenary Meeting; generally he shall be a person nominated by the inviting government.

432 (2) If there is no inviting government, the Chairman shall be chosen, taking into account the proposal made by the Heads of delegations at the meeting described in 427.

433 4. The first Plenary Meeting shall also:

a) elect the Vice-Chairmen of the conference;

434 *b)* set up the conference committees and elect their respective Chairmen and Vice-Chairmen;

435 *c)* constitute the conference secretariat, made up of the staff of the General Secretariat of the Union, and, in case of need, of staff provided by the administration of the inviting government.

3. Powers of the Chairman of the Conference

436 1. The Chairman, in addition to the other prerogatives conferred upon him under these Rules of Procedure, shall open and close the meetings of the Plenary Meeting, direct the deliberations, ensure that the Rules of Procedure are applied, give the floor to speakers, put questions to the vote, and announce the decisions adopted.

437 2. He shall have the general direction of all the work of the conference, and shall ensure that order is maintained at Plenary Meetings. He shall give his ruling on motions of order and points of order and, in particular, he shall be empowered to propose that discussion on a question be postponed or closed, or that a meeting be suspended or adjourned. He may also decide to postpone the convening of a Plenary Meeting should he consider it necessary.

438 3. It shall be the duty of the Chairman to protect the right of each delegation to express its opinion freely and fully on the point at issue.

439 4. He shall ensure that discussion is limited to the point at issue, and he may interrupt any speaker who departs therefrom and request him to confine his remarks to the subject under discussion.

4. Appointment of Committees

440 1. The Plenary Meeting may appoint committees to consider matters referred to the conference. These committees may in turn appoint sub-committees. Committees and sub-committees may form working groups.

441 2. However, sub-committees and working groups shall be formed only when it is absolutely necessary.

5. Budget Control Committee

442 1. At the opening of each conference or meeting, the Plenary Meeting shall appoint a budget control committee to determine the organization and the facilities available to the delegates, and to examine and approve the accounts for expenditure incurred throughout the duration of the conference or meeting. In addition to the members of delegations who wish to participate, this committee shall include a representative of the Secretary-General and, where there is an inviting government, a representative of that government.

443 2. Before the budget approved by the Administrative Council for the conference or meeting is exhausted, the budget control committee, in collaboration with the secretariat of the conference or meeting, shall present an interim statement of the expenditure to the Plenary Meeting. The Plenary Meeting shall take this statement into account in considering whether the progress made is sufficient to justify a prolongation of the conference or meeting after the date when the approved budget will be exhausted.

444 3. At the end of each conference or meeting, the budget control committee shall present a report to the Plenary Meeting showing, as accurately as possible, the estimated total expenditure of the conference or meeting.

445 4. After consideration and approval by the Plenary Meeting, this report, together with the observations of the Plenary Meeting, shall be transmitted to the Secretary-General for submission to the Administrative Council at its next annual session.

6. Composition of Committees

446 *6.1 Plenipotentiary Conferences*

Committees shall be composed of the delegates of Members and the observers referred to in 324, 325 and 326 who have so requested or who have been designated by the Plenary Meeting.

447 *6.2 Administrative Conferences*

Committees shall be composed of the delegates of Members and the observers and representatives referred to in 334 to 338 who have so requested or who have been designated by the Plenary Meeting.

7. Chairmen and Vice-Chairmen of Sub-Committees

448 The Chairman of each committee shall propose to his committee the choice of the Chairmen and Vice-Chairmen of the sub-committees which may be set up.

8. Summons to Meetings

449 Plenary Meetings and meetings of committees, sub-committees and working groups shall be announced in good time in the meeting place of the conference.

9. Proposals presented before the Opening of the Conference

450 Proposals presented before the opening of the conference shall be allocated by the Plenary Meeting to the appropriate committees appointed in accordance with Section 4 of these Rules of Procedure. Nevertheless, the Plenary Meeting itself shall be entitled to deal with any proposal.

10. Proposals or Amendments presented during the Conference

451 1. Proposals or amendments presented after the opening of the conference must be delivered to the Chairman of the conference or to the Chairman of the appropriate committee, as the case may be. They may also be handed to the secretariat of the conference for publication and distribution as conference documents.

452 2. No written proposal or amendment may be presented unless signed by the Head of the delegation concerned or by his deputy.

453 3. The Chairman of a conference or of a committee may at any time submit proposals likely to accelerate the debates.

454 4. Every proposal or amendment shall give, in precise and exact terms, the text to be considered.

455 5. (1) The Chairman of the conference or the Chairman of the appropriate committee shall decide in each case whether a proposal or amendment submitted during a meeting shall be made orally or presented in writing for publication and distribution in accordance with 451.

456 (2) In general, the texts of all major proposals to be put to the vote shall be distributed in good time in the working languages of the conference, in order that they may be studied before discussion.

457 (3) In addition, the Chairman of the conference, on receiving proposals or amendments referred to in 451, shall refer them to the appropriate committee or to the Plenary Meeting as the case may be.

458 6. Any authorized person may read, or may ask to have read, at a Plenary Meeting any proposal or amendment submitted by him during the conference, and he shall be allowed to explain his reasons therefor.

11. Conditions required for Discussion of, and Vote on, any Proposal or Amendment

459 1. No proposal or amendment submitted prior to the opening of the conference or by a delegation during the conference may be discussed unless it is supported by at least one other delegation when it comes to be considered.

460 2. Each proposal or amendment duly supported shall be submitted to a vote after discussion.

12. Proposals or Amendments passed over or postponed

461 When a proposal or an amendment has been passed over or when its examination has been postponed, the delegation sponsoring it shall be responsible for seeing that it is considered later.

13. Rules for Debates of the Plenary Meeting

462 *13.1 Quorum*

For a valid vote to be taken at a Plenary Meeting, more than half of the delegations accredited to the conference and having the right to vote must be present or represented at the meeting.

463 *13.2 Order of debates*

(1) Persons desiring to speak must first obtain the consent of the Chairman. As a general rule, they shall begin by announcing in what capacity they speak.

464 (2) Any person speaking must express himself slowly and distinctly, separating his words and pausing as necessary in order that everybody may understand his meaning.

465 *13.3 Motions of order and points of order*

(1) During debates, any delegation may, when it thinks fit, submit a motion of order or raise a point of order, which shall at once be settled by the Chairman in accordance with these Rules of Procedure. Any delegation may appeal against the Chairman's ruling, which shall however stand unless a majority of the delegations present and voting are against it.

466 (2) A delegation submitting a motion of order shall not, during its speech, discuss the substance of the matter in question.

467 *13.4 Priority of motions of order and points of order*

The motions and points of order mentioned in 465 and 466 shall be dealt with in the following order:

a) any point of order regarding the application of these Rules of Procedure;

468 *b)* suspension of a meeting;

469 *c)* adjournment of a meeting;

470 *d)* postponement of debate on the matter under discussion;

471 *e)* closure of debate on the matter under discussion;

472 *f)* any other motions of order or points of order that may be submitted, in which case it shall be for the Chairman to decide the relative order in which they shall be considered.

473 *13.5 Motion for suspension or adjournment of a meeting*

During the discussion of a question, a delegation may move that the meeting be suspended or adjourned, giving reasons for its proposal. If the proposal is seconded, the floor shall be given to two speakers to oppose the suspension or adjournment and solely for that purpose, after which the motion shall be put to the vote.

474 *13.6 Motion for postponement of debate*

During discussion of any question, a delegation may move that the debate be postponed for a stated period. Once such a proposal has been made, any discussion thereon shall be limited to no more than three speakers not counting the person submitting the proposal, one for the motion and two against, after which the motion shall be put to vote.

475 *13.7 Motion for closure of debate*

A delegation may at any time move that discussion on the point at issue be closed. In such cases the floor may be given to not more than two speakers opposing the motion, after which the motion shall be put to vote.

476 *13.8 Limitation of speeches*

(1) The Plenary Meeting may, if necessary, decide how many speeches any one delegation may make on any particular point, and how long they may last.

477 (2) However, as regards questions of procedure, the Chairman shall limit the time allowed for a speech to a maximum of five minutes.

478 (3) When a speaker has exceeded the time allowed, the Chairman shall notify the Meeting and request the speaker to conclude his remarks briefly.

479 *13.9 Closing the list of speakers*

(1) During the debate, the Chairman may rule that the list of speakers wishing to take the floor be read. He shall add the names of other delegations who indicate that they wish to speak and he may then, with the assent of the Meeting, rule that the list be closed. Nevertheless, as an exceptional measure, the Chairman may rule, if he thinks fit, that a reply may be made to any previous statement, even after the list of speakers has been closed.

480 (2) The list of speakers having been exhausted, the Chairman shall declare discussion on the matter closed.

481 *13.10 Questions of competence*

Any question of competence that may arise shall be settled before a vote is taken on the substance of the matter under discussion.

482 *13.11 Withdrawal and resubmission of a motion*

The author of a motion may withdraw it before it is put to a vote. Any motion, whether it be amended or not, which has been withdrawn from debate may be resubmitted or taken up by the author of the amendment or by another delegation.

14. Right to Vote

483 1. At all meetings of the conference, the delegation of a Member of the Union duly accredited by that Member to take part in the work of the conference shall be entitled to one vote in accordance with Article 2.

484 2. The delegation of a Member of the Union shall exercise the right to vote under the conditions described in Article 67.

15. Voting

485 *15.1 Definition of a majority*

(1) A majority shall consist of more than half the delegations present and voting.

486 (2) In computing a majority, delegations abstaining shall not be taken into account.

487 (3) In case of a tie, a proposal or amendment shall be considered rejected.

488 (4) For the purpose of these Rules of Procedure, a "delegation present and voting" shall be a delegation voting for or against a proposal.

489 *15.2 Non-participation in voting*

Delegations which are present but do not take part in a particular vote or expressly state they do not wish to take part shall be considered neither as absent, for the purpose of determining a quorum as defined in 462, nor as abstaining for the purpose of 491.

490 *15.3 Special majority*

In cases where Members of the Union are to be admitted, the majority described in Article 1 shall apply.

491 *15.4 Abstentions of more than fifty per cent*

When the number of abstentions exceeds half the number of votes cast (for, against, abstentions), consideration of the matter under discussion shall be postponed to a later meeting, at which time abstentions shall not be taken into account.

492 *15.5 Voting procedures*

(1) The following voting procedures shall be adopted except in the case provided for in 495:

a) by a show of hands, as a general rule;

493 *b)* by roll call, if the above-mentioned procedure shows no clear majority or if so requested by at least two delegations.

494 (2) Votes by roll call shall be taken in the alphabetical order of the French names of the Members represented.

495 *15.6 Secret ballot*

Voting shall be by secret ballot when at least five of the delegations present and entitled to vote so request. In such cases, the secretariat shall at once take steps to ensure the secrecy of the vote.

496 *15.7 Prohibition of interruptions during votes*

No delegation may interrupt once a vote has begun, unless to raise a point of order in connection with the way in which the vote is being taken.

497 *15.8 Reasons for votes*

The Chairman shall authorize any delegations which so request to give the reasons for their vote, after the vote has been taken.

498 *15.9 Voting on parts of a proposal*

(1) When the author of a proposal so requests, or when the meeting thinks fit, or when the Chairman, with the approval of the author, so proposes, that proposal shall be sub-divided and its various sections put to the vote separately. The parts of the proposal which have been adopted shall then be put to the vote as a whole.

499 (2) If all the sections of a proposal are rejected the proposal shall be regarded as rejected as a whole.

500 *15.10 Order of voting on concurrent proposals*

(1) When there are two or more proposals on any one matter, they shall be put to the vote in the order in which they were presented, unless the meeting decides to the contrary.

501 (2) After each vote, the meeting shall decide whether or not the following proposal shall be voted on.

502 *15.11 Amendments*

(1) Any proposal for modification consisting only of a deletion from, an addition to, or a change in, a part of the original proposal shall be considered an amendment.

503 (2) Any amendment to a proposal accepted by the delegation submitting the proposal shall at once be embodied in the original proposal.

504 (3) No proposal for modification shall be regarded as an amendment if the meeting considers it to be incompatible with the original proposal.

505 *15.12 Voting on amendments*

(1) When an amendment to a proposal is submitted, a vote shall first be taken on the amendment.

506 (2) When two or more amendments to a proposal are submitted, the amendment furthest from the original text shall be put to the vote first; of the remainder, that furthest from the proposal shall then be put to the vote and the same procedure shall be followed until all the amendments submitted have been considered.

507 (3) If one or more amendments are adopted, the proposal thus amended shall then be put to the vote.

508 (4) If no amendment is adopted, the original proposal shall be put to the vote.

16. Committees and Sub-Committees

Rules for Debates and Voting Procedures

509 1. The Chairmen of all committees and sub-committees shall have powers similar to those conferred by Section 3 of the present Rules of Procedure on the Chairman of the conference.

510 2. The provisions set forth in Section 13 of the present Rules of Procedure for the conduct of debates in the Plenary Meeting shall also apply to the discussions of committees and sub-committees, except in the matter of the quorum.

511 3. The provisions set forth in Section 15 shall also apply to votes taken in committees and sub-committees.

17. Reservations

512 1. As a general rule, any delegation whose views are not shared by the remaining delegations shall endeavour, as far as possible, to conform to the opinion of the majority.

513 2. However, if any decision appears to a delegation to be of such a nature as to prevent its government from ratifying the Convention or from approving the revision of the Regulations, the delegation may make reservations, final or provisional, regarding this decision.

18. Minutes of Plenary Meetings

514 1. The minutes of Plenary Meetings shall be drawn up by the secretariat of the conference, which shall endeavour to ensure their distribution to delegations as early as possible before the date on which they are to be considered.

515 2. After the minutes have been distributed, delegations may submit in writing to the secretariat of the conference the corrections they consider to be justified; this shall be done in the shortest possible time. This shall not prevent them from presenting amendments orally during the meeting at which the minutes are approved.

516 3. (1) As a general rule, the minutes shall contain only proposals and conclusions, together with the principal arguments for them presented in terms as concise as possible.

517 (2) However, any delegation shall have the right to require the insertion in the minutes, either summarized or in full, of any statement it has made during the debates. In this case, the delegation should, as a general rule, announce this at the beginning of its statement in order to facilitate the work of the reporters and must itself hand in the text to the secretariat of the conference within two hours after the end of the meeting.

518 4. The right accorded in 517 regarding the insertion of statements in the minutes shall in all cases be used with discretion.

19. Summary Records and Reports of Committees and Sub-Committees

519 1. (1) The debates of committees and sub-committees shall be summarized, meeting by meeting, in summary records drawn up by the secretariat of the conference in which shall be brought out the essential points of the discussion, and the various opinions of which note ought to be taken, together with any proposals or conclusions resulting from the debate as a whole.

520 (2) Nevertheless, any delegation shall be entitled to invoke 517.

521 (3) The right referred to above shall in all circumstances be used with discretion.

522 2. Committees and sub-committees may prepare any interim reports they deem necessary and, if circumstances warrant, they may submit, at the end of their work, a final report recapitulating in concise terms the proposals and conclusions resulting from the studies entrusted to them.

20. Approval of Minutes, Summary Records and Reports

523 1. (1) As a general rule, at the beginning of each Plenary Meeting, or meeting of a committee, or sub-committee, the Chairman shall inquire whether there are any comments on the minutes of the previous meeting,

or, in the case of committees or sub-committees, on the summary record of the previous meeting. These documents shall be considered approved if no amendments have been handed in to the secretariat and no objection is made orally. Otherwise, the appropriate amendments shall be made in the minutes or summary record as the case may be.

524 (2) Any interim or final report must be approved by the committee or sub-committee concerned.

525 2. (1) The minutes of the last Plenary Meeting shall be examined and approved by the Chairman of that meeting.

526 (2) The summary record of the last meeting of each committee or sub-committee shall be examined and approved by the Chairman of the committee or sub-committee.

21. Editorial Committee

527 1. The texts of the Final Acts, which shall be worded as far as practicable in their definitive form by the various committees, taking account of the views expressed, shall be submitted to an editorial committee charged with perfecting their form without altering the sense and, where appropriate, with combining them with those parts of former texts which have not been altered.

528 2. The texts shall be submitted by the editorial committee to the Plenary Meeting, which shall approve them, or refer them back to the appropriate committee for further examination.

22. Numbering

529 1. The numbers of the chapters, articles and paragraphs of the texts subjected to revision shall be preserved until the first reading in Plenary Meeting. The passages added shall bear provisionally the number of the last paragraph in the original text, with the addition of "A", "B", etc.

530 2. The final numbering of the chapters, articles and paragraphs shall be entrusted to the editorial committee after their adoption at the first reading.

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23. Final Approval

531 The texts of the Final Acts shall be considered final when they have been approved at the second reading in Plenary Meeting.

24. Signature

532 The final texts approved by the conference shall be submitted for signature, in the alphabetical order of the French names of their countries, to the delegates provided with the powers defined in Article 67.

25. Press Notices

533 Official releases to the press about the work of the conference shall be issued only as authorized by the Chairman or a Vice-Chairman of the conference.

26. Franking Privileges

534 During the conference, members of delegations, members of the Administrative Council, senior officials of the permanent organs of the Union attending the conference, and the staff of the secretariat of the Union seconded to the conference shall be entitled to postal, telegraph and telephone franking privileges to the extent arranged by the government of the country in which the conference is held in agreement with the other governments and recognized private operating agencies concerned.

CHAPTER XII

Other Provisions

ARTICLE 78

Languages

535 1. (1) At conferences of the Union and at meetings of its permanent organs and of the Administrative Council, languages other than those mentioned in 100 and 106 may be used:

a) if an application is made to the Secretary-General or to the Head of the permanent organ concerned to provide for the use of an additional language or languages, oral or written, provided that the additional cost so incurred shall be borne by those Members which have made or supported the application;

536 *b)* if any delegation itself makes arrangements at its own expense for oral translation from its own language into any one of the languages referred to in 106.

537 (2) In the case provided for in 535, the Secretary-General or the Head of the permanent organ concerned shall comply to the extent practicable with the application, having first obtained from the Members concerned an undertaking that the cost incurred will be duly repaid by them to the Union.

538 (3) In the case provided for in 536, the delegation concerned may, furthermore, if it wishes, arrange at its own expense for oral translation into its own language from one of the languages referred to in 106.

539 2. Any of the documents referred to in 102 to 105 of the Convention may be published in languages other than those there specified, provided that the Members requesting such publication undertake to defray the whole of the cost of translation and publication involved.

ARTICLE 79

Finances

540 1. (1) At least six months before the Convention comes into force, each Member shall inform the Secretary-General of the class of contribution it has chosen.

541 (2) The Secretary-General shall communicate this decision to Members.

542 (3) Members who have failed to make known their decision in the time specified in 540 shall retain the class of contribution previously chosen.

543 (4) Members may at any time choose a class of contribution higher than the one already adopted by them.

544 2. (1) Every new Member shall, in respect of the year of its accession, pay a contribution calculated as from the first day of the month of accession.

545 (2) Should the Convention be denounced by a Member, its contribution shall be paid up to the last day of the month in which such denunciation takes effect.

546 3. The amounts due shall bear interest from the beginning of each financial year of the Union at 3 % (three per cent) per annum during the first six months, and at 6 % (six per cent) per annum from the beginning of the seventh month.

547 4. The following provisions shall apply to contributions by recognized private operating agencies, scientific or industrial organizations and international organizations:

a) Recognized private operating agencies and scientific or industrial organizations shall share in defraying the expenses of the International Consultative Committees in the work of which they have agreed to participate. Recognized private operating agencies shall likewise share in defraying the expenses of the administrative conferences in which they have agreed to participate, or have participated, in accordance with 338;

548 *b)* International organizations shall also share in defraying the expenses of the conferences or meetings in which they have been allowed to participate, unless exempted by the Administrative Council on condition of reciprocity;

549 *c)* Recognized private operating agencies, scientific or industrial organizations and international organizations, which share in defraying the expenses of conferences or meetings in accordance with 547 and 548, shall freely choose from the scale in 92 of the Convention their class of contribution for defraying Union expenses, and inform the Secretary-General of the class chosen;

550 *d)* Recognized private operating agencies, scientific or industrial organizations and international organizations which share in defraying the expenses of conferences or meetings may at any time choose a class of contribution higher than the one already adopted by them;

551 *e)* No reduction in the number of contributory units shall take effect during the life of the Convention;

552 *f)* In the case of denunciation of participation in the work of an International Consultative Committee, the contribution shall be paid up to the last day of the month in which such denunciation takes effect;

553 *g)* The amount of the contribution per unit payable by recognized private operating agencies and scientific or industrial organizations or international organizations towards the expenses of the International Consultative Committees in the work of which they have agreed to participate shall be fixed annually by the Administrative Council. The contributions shall be considered as Union income. They shall bear interest in accordance with the provisions of 546;

554 *h)* The amount of the contribution per unit payable towards the expenses of administrative conferences by recognized private operating agencies which participate in accordance with 338 and by participating international organizations shall be fixed by dividing the total amount of the budget of the Conference in question by the total number of units contributed by Members as their share of Union expenses. The contributions shall be considered as Union income. They shall bear interest from the sixtieth day following the day on which accounts are sent out, at the rates fixed in 546.

555 5. Expenses incurred by laboratories and technical installations of the Union in measurements, testing, or special research for individual Members, groups of Members, or regional organizations or others, shall be borne by those Members, groups, organizations or others.

556 6. The sale price of publications sold to administrations, recognized private operating agencies or individuals, shall be determined by the Secretary-General, in collaboration with the Administrative Council, bearing in

mind that the cost of printing and distribution should, in general, be covered by the sale of the publications.

ARTICLE 80

Rendering and settlement of accounts

557 1. Administrations of Members and recognized private operating agencies which operate international telecommunication services, shall come to an agreement with regard to the amount of their credits and debits.

558 2. The statements of accounts with respect to debits and credits referred to in 557 shall be drawn up in accordance with the provisions of the Administrative Regulations, unless special arrangements have been concluded between the parties concerned.

ARTICLE 81

Arbitration: Procedure

(see Article 50)

559 1. The party which appeals to arbitration shall initiate the arbitration procedure by transmitting to the other party to the dispute a notice of the submission of the dispute to arbitration.

560 2. The parties shall decide by agreement whether the arbitration is to be entrusted to individuals, administrations or governments. If within one month after notice of submission of the dispute to arbitration, the parties have been unable to agree upon this point, the arbitration shall be entrusted to governments.

561 3. If arbitration is to be entrusted to individuals, the arbitrators must neither be nationals of the parties involved in the dispute, nor have their domicile in the countries parties to the dispute, nor be employed in their service.

562 4. If arbitration is to be entrusted to governments, or to administrations thereof, these must be chosen from among the Members which are not parties to the dispute, but which are parties to the agreement, the application of which caused the dispute.

563 5. Within three months from the date of receipt of the notification of the submission of the dispute to arbitration, each of the two parties to the dispute shall appoint an arbitrator.

564 6. If more than two parties are involved in the dispute, an arbitrator shall be appointed in accordance with the procedure set forth in 562 and 563; by each of the two groups of parties having a common position in the dispute.

565 7. The two arbitrators thus appointed shall choose a third arbitrator who, if the first two arbitrators are individuals and not governments or administrations must fulfil the conditions indicated in 561, and in addition must not be of the same nationality as either of the other two arbitrators. Failing an agreement between the two arbitrators as to the choice of a third arbitrator, each of these two arbitrators shall nominate a third arbitrator who is in no way concerned in the dispute. The Secretary-General shall then draw lots in order to select the third arbitrator.

566 8. The parties to the dispute may agree to have their dispute settled by a single arbitrator appointed by agreement; or alternatively, each party may nominate an arbitrator, and request the Secretary-General to draw lots to decide which of the persons so nominated is to act as the single arbitrator.

567 9. The arbitrator or arbitrators shall be free to decide upon the procedure to be followed.

568 10. The decision of the single arbitrator shall be final and binding upon the parties to the dispute. If the arbitration is entrusted to more than one arbitrator, the decision made by the majority vote of the arbitrators shall be final and binding upon the parties.

569 11. Each party shall bear the expense it shall have incurred in the investigation and presentation of the arbitration. The costs of arbitration other than those incurred by the parties themselves shall be divided equally between the parties to the dispute.

570 12. The Union shall furnish all information relating to the dispute which the arbitrator or arbitrators may need.

CHAPTER XIII

Administrative Regulations

ARTICLE 82

Administrative Regulations

571 The provisions of the Convention are completed by the following Administrative Regulations:

— Telegraph Regulations, [1]
— Telephone Regulations, [2]
— Radio Regulations, [3]
— Additional Radio Regulations. [4]

IN WITNESS WHEREOF the respective plenipotentiaries have signed the Convention in each of the Chinese, English, French, Russian and Spanish languages, in a single copy in which, in case of dispute, the French text shall prevail, and which shall remain deposited in the archives of the International Telecommunication Union, which shall forward a copy to each of the signatory countries.

Done at Malaga-Torremolinos, on 25 October 1973.

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[1] 4390; 10 UST 2423.
[2] For text of a declaration by the United States contained in art. XXXVIII of the final protocol and recited in the proclamation, see pp. 2495–2496 and 2668. The United States did, however, take separate action to become a party to the telephone regulations done at Geneva April 11, 1973. These regulations entered into force for the United States on April 21, 1976. See TIAS 8586.
[3] TIAS 4893, 5603, 6332, 6590, 7435; 12 UST 2377; 15 UST 887; 18 UST 2091; 19 UST 6717; 23 UST 1527.
[4] Not printed herein. For text of a declaration by the United States contained in art. XXXVIII of the final protocol and recited in the proclamation, see pp. 2495–2496 and 2668.

POUR LA REPUBLIQUE D'AFGHANISTAN :

AZIZULLAH ZAHIR
S M NACIM ALAWI

POUR L'ALGERIE (REPUBLIQUE ALGERIENNE DEMOCRATIQUE ET POPULAIRE) :

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B. CHEBEL
M. HARBI
H. HATIS

POUR LA REPUBLIQUE FEDERALE D'ALLEMAGNE

DIETRICH ELIAS
JOHANNES KUPPER

POUR LE ROYAUME DE L'ARABIE SAOUDITE

FAISAL A. ZAIDAN
AHMED M ZAIDAN
AHMED MUSTAFA MOHDIR

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ENRIQUE GOMEZ PUEYRREDON

POUR L'AUSTRALIE

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A. M. SMITH
E. SANDBACH
S. C. MOON
K. F. GREEN

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SOVIETIQUE DE BIELORUSSIE.

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U HLA THAW

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VICTOR SIERRA MERIDA

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JOÃO SANTELLI JUNIOR
ANTONIO HUMBERTO DOS CAVALCANTI DE ALBUQUERQUE E FONTES BRAGA
HILTON SANTOS
AUGUSTO CEZAR GUIMARÃES RIBAS
ENEAS MACHADO DE ASSIS
JOSÉ ANTONIO MARQUES

POUR LA REPUBLIQUE POPULAIRE DE BULGARIE.

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POUR LA REPUBLIQUE DU BURUNDI

MELCHIOR BWAKIRA
SATURNIN SEMUHERERE
ALBERT NTIBANDETSE
ROMAIN NZOBAKENGA

POUR LA REPUBLIQUE UNIE DU CAMEROUN

EMMAN. T. EGBE
JEAN JIPGUEP

POUR LE CANADA.

de MONTIGNY MARCHAND
ANITA SZLAZAK

POUR LA REPUBLIQUE CENTRAFRICAINE.

JOSEPH ANTOINE GOALO
FIDELE MANDABA-BORNOU
JEAN-CYRILLE KOUNKOU
JEAN-MARIE SAKILA

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POUR LE CHILI

JORGE BURR V.

POUR LA REPUBLIQUE POPULAIRE DE CHINE

LIU CHENG-CHING
LIU YUAN

POUR LA REPUBLIQUE DE CHYPRE.

R. MICHAELIDES

POUR L'ETAT DE LA CITE DU VATICAN

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HEUNG SUN SHIM
SEH KWAN OH

POUR COSTA RICA

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SOULEYMANE CISSOKO
KOUASSI APETE
CHRISTOPHE NOGBOU
AKA BONNY LEON
BROU YAPO SAMSON

POUR CUBA

LUIS SOLA VILA

POUR LA REPUBLIQUE DU DAHOMEY

TAOFIQUI BOURAIMA
EMMANUEL MOUDJIBOU

POUR LE DANEMARK.

GUNNAR PEDERSEN
HANS LAURSEN
HENRY PEDERSEN

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ANSELMO PAULINO ALVAREZ

POUR LA REPUBLIQUE ARABE D'EGYPTE.

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T. N. EKDAWI
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VICENTE SÁNCHEZ HERNÁNDEZ
OSCAR EDGARDO LARA

POUR LES EMIRATS ARABES UNIS.

HALIM FANOUS

POUR L'EQUATEUR

MARCELO PAREDES CHIRIBOGA

POUR L'ESPAGNE

LEON HERRERA ESTEBAN
RAFAEL FERRER SAGRERA
PEDRO SANCHEZ PEREZ
JOSE MARIA ARTO MADRAZO
JOSE MANUEL PAREDES QUEVEDO

POUR LES ETATS-UNIS D'AMERIQUE. [1]

JACOB D. BEAM
THOMAS E. NELSON

POUR L'ETHIOPIE.

BETRU ADMASSIE
GABRIEL - TEDROS
GIRMAW INGIDAYEHU
AMSALOU JEMERE

POUR LA FINLANDE.

OIVA SALOILA V. A. JOHANSSON

[1] See footnote, p. 2590.

POUR LA FRANCE.

CHARLES HERVÉ COTTEN
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POUR LA REPUBLIQUE GABONAISE:

THOMAS SOUAH
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POUR LE GHANA.

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M. SHAKKED

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MOSES MUUMBU MOINDE

POUR LA REPUBLIQUE KHMERE.

CHUM SIRATH

POUR L'ETAT DE KOWEIT

عن دولة الكويت

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KHAMLEUANG SAYARATH
FOY SOUVANLASY
THAO BO

POUR LE ROYAUME DE LESOTHO

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POUR LE LIBAN

عن لبنان

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POUR LA MALAISIE.

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BUYONG BIN HAJI ABDULLAH
HAJI MOHAMMAD HASSAN BIN ABDUL WAHAB
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POUR LA REPUBLIQUE DU MALI

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M. BEN ABDELLAH
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POUR MAURICE

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POUR LE MEXIQUE

AD REFERENDUM

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POUR LA REPUBLIQUE POPULAIRE DE MONGOLIE.

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P DITCHINLHUNDEV
L TSUNDIN

POUR LE NEPAL

RAM PRASAD SHARMA

POUR LE NICARAGUA

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MANUEL CASTILLO J
ANTONIO A MUELHAUPT

POUR LA REPUBLIQUE DU NIGER.

IDE OUMAROU
B. BATOURE
I. IBRAHIM

POUR LA REPUBLIQUE FEDERALE DE NIGERIA

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VICTOR ADETUNJI HATTINER
MODUPE MAJA-WASSIAMAL
RAPHAEL EJOH NATHAN INOMA
GODWIN CHUKWU'RA ANOLI

POUR LA NORVEGE.

PER OVREGARD
P. MORTENSEN
THORVALD NEBELL

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JUAN BALSLVICH
JUAN BAUTISTA YBAÑLZ

POUR LE ROYAUME DES PAYS-BAS

PHILIP LUENMAN

POUR LE PEROU

GERMAN PARRA HERRERA
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CALIXTO V. ESTEJO
ANTONIO B. ESCALANTE

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H. BACZKO

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POUR LA REPUBLIQUE SOCIALISTE SOVIETIQUE D'UKRAINE.

V. SAVANTCHUK

POUR LA REPUBLIQUE SOCIALISTE DE ROUMANIE

C. CEAUSESCU
L. CONSTANTINESCU
I. MARINESCU
P. H. ILIESCU

POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD

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T. U. MEYER
H. C. GREENWOOD
P. C. SANDERS
W. G. MOORE

POUR LA REPUBLIQUE RWANDAISE.

DENYS RWAGASORE
AMBROISE MAHATANE

POUR LA REPUBLIQUE DU SENEGAL.

IBRAHIMA NDIAYE
MAME N'DARAW CISSE
LEON DIA

POUR LA SIERRA LEONE.

A. E. FERGUSSON-NICOL

POUR LA REPUBLIQUE DE SINGAPOUR

WAN SENG KONG

POUR LA REPUBLIQUE DEMOCRATIQUE SOMALIE

MOHAMED AHMED ABDULLA

POUR LA REPUBLIQUE DEMOCRATIQUE DU SOUDAN

MUSTAFA AWAD ALLAM
MOHAMMED SALIH FADL

POUR LA REPUBLIQUE DE SRI LANKA (CEYLAN).

H.D S.A. GUNAWARDENA

POUR LA SUEDE.

B. BJUREL
SVEN-ROLAND LETZEN
RUBEN NASLUND

POUR LA CONFEDERATION SUISSE.

FRITZ LOCHER
R. DELALOYE
J. VALLOTON
R. RUTSCHI
TH. MOECKLI-PELET

TIAS 8572

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POUR LA REPUBLIQUE UNIE DE TANZANIE

RAPHAEL LUKINDO

POUR LA REPUBLIQUE DU TCHAD

J. BENANE

POUR LA REPUBLIQUE SOCIALISTE TCHECOSLOVAQUE

JIRI JIRI

POUR LA THAILANDE

SRIBHUMI SUKHANANT
SUTHORN LIMPISTHIEN
MAHIDOL CHANTRANGKURN
KOWIT SURAPUNTHU

POUR LA REPUBLIQUE TOGOLAISE:

WILLIAM OSSEYI
ANDRE DO AITHNARD
SETH SENONSENE

POUR TRINITE ET TOBAGO:

D AUYONG
JEANNE M CADOGAN

TIAS 8572

POUR LA TUNISIE.

HABIB BEN CHEIKH
BRAHIM KHOUADJA
MOHAMED HACHICHA
HEDI ZEGHAL
GHANOUCHI SADOK
AZIZ LADJIMI
ZOUHIR BENLAKHAL
CHEDLY HELAL

POUR LA TURQUIE.

ERGUN ORCUN

POUR L'UNION DES REPUBLIQUES SOCIALISTES SOVIETIQUES:

V. CHASCHINE

POUR LA REPUBLIQUE ORIENTALE DE L'URUGUAY

JORGE C. SUAREZ

POUR LA REPUBLIQUE DE VENEZUELA

MARIANO TIRADO
FERNANDO MIRALLES
CARLOS J. MARTINEZ
DOMINGO VALLADARES

POUR LA REPUBLIQUE DU VIET-NAM

HOA VAN MUI
VUONG QUANG NGHIA

POUR LA REPUBLIQUE ARABE DU YEMEN.

عن الجمهورية العربية اليمنية

A. DHAHLULLAH
S. A. EL-SINDY

POUR LA REPUBLIQUE DEMOCRATIQUE POPULAIRE DU YEMEN

عن جمهورية اليمن الديمقراطية الشعبية

ALI N. ALHAWTARY
ALI A. BASAHI

POUR LA REPUBLIQUE SOCIALISTE FEDERATIVE DE YOUGOSLAVIE

P. VASILJEVIC

POUR LA REPUBLIQUE DU ZAIRE

MPI MBLLE MUNTU
YOKO YAKEMBE
N'SIALA MAVAMBU
NKUBITO-YA-RUGANGO

POUR LA REPUBLIQUE DE ZAMBIE

B. J. SIMACHEMBELE

ANNEX 1

(see Number 3)

Afghanistan (Republic of)
Albania (People's Republic of)
Algeria (Algerian Democratic and Popular Republic)
Germany (Federal Republic of)
Saudi Arabia (Kingdom of)
Argentine Republic
Australia
Austria
Bangladesh (People's Republic of)
Barbados
Belgium
Byelorussian Soviet Socialist Republic
Burma (Union of)
Bolivia (Republic of)
Botswana (Republic of)
Brazil (Federative Republic of)
Bulgaria (People's Republic of)
Burundi (Republic of)
Cameroon (United Republic of)
Canada
Central African Republic
Chile
China (People's Republic of)
Cyprus (Republic of)
Vatican City State
Colombia (Republic of)
Congo (People's Republic of the)
Korea (Republic of)
Costa Rica
Ivory Coast (Republic of the)
Cuba
Dahomey (Republic of)
Denmark
Dominican Republic
Egypt (Arab Republic of)
El Salvador (Republic of)
United Arab Emirates
Ecuador
Spain
United States of America
Ethiopia
Fiji
Finland
France
Gabon Republic
Ghana
Greece
Guatemala
Guinea (Republic of)
Equatorial Guinea (Republic of)

Guyana
Haiti (Republic of)
Upper Volta (Republic of)
Honduras (Republic of)
Hungarian People's Republic
India (Republic of)
Indonesia (Republic of)
Iran
Iraq (Republic of)
Ireland
Iceland
Israel (State of)
Italy
Jamaica
Japan
Jordan (Hashemite Kingdom of)
Kenya (Republic of)
Khmer Republic
Kuwait (State of)
Laos (Kingdom of)
Lesotho (Kingdom of)
Lebanon
Liberia (Republic of)
Libyan Arab Republic
Liechtenstein (Principality of)
Luxembourg
Malaysia
Malawi
Maldives (Republic of)
Malagasy Republic
Mali (Republic of)
Malta
Morocco (Kingdom of)
Mauritius
Mauritania (Islamic Republic of)
Mexico
Monaco
Mongolian People's Republic
Nauru (Republic of)
Nepal
Nicaragua
Niger (Republic of the)
Nigeria (Federal Republic of)
Norway
New Zealand
Oman (Sultanate of)
Uganda (Republic of)
Pakistan
Panama (Republic of)
Paraguay (Republic of)
Netherlands (Kingdom of the)
Peru
Philippines (Republic of the)
Poland (People's Republic of)
Portugal
Qatar (State of)
Syrian Arab Republic
German Democratic Republic
Ukrainian Soviet Socialist Republic
Roumania (Socialist Republic of)
United Kingdom of Great Britain and Northern Ireland
Rwanda (Republic of)
Senegal (Republic of the)
Sierra Leone
Singapore (Republic of)
Somali Democratic Republic
Sudan (Democratic Republic of the)

Sri Lanka (Ceylon) (Republic of)
South Africa (Republic of)
Sweden
Switzerland (Confederation of)
Swaziland (Kingdom of)
Tanzania (United Republic of)
Chad (Republic of the)
Czechoslovak Socialist Republic
Thailand
Togolese Republic
Tonga (Kingdom of)
Trinidad and Tobago
Tunisia
Turkey
Union of Soviet Socialist Republics
Uruguay (Oriental Republic of)
Venezuela (Republic of)
Viet-Nam (Republic of)
Yemen Arab Republic
Yemen (People's Democratic Republic of)
Yugoslavia (Socialist Federal Republic of)
Zaire (Republic of)
Zambia (Republic of)

ANNEX 2

Definition of certain Terms used in the Convention and in the Regulations of the International Telecommunication Union

(in French alphabetical order)

Administration: Any governmental department or service responsible for discharging the obligations undertaken in the Convention of the International Telecommunication Union and the Regulations.

Harmful Interference: Any emission, radiation or induction which endangers the functioning of a radionavigation service or of other safety services,[1] or seriously degrades, obstructs or repeatedly interrupts a radiocommunication service operating in accordance with the Radio Regulations.

Public Correspondence: Any telecommunication which the offices and stations must, by reason of their being at the disposal of the public, accept for transmission.

Delegation: The totality of the delegates and, should the case arise, any representatives, advisers, attachés, or interpreters sent by the same country.

Each Member shall be free to make up its delegation as it wishes. In particular, it may include in its delegation in the capacity of delegates, advisers or attachés, persons belonging to private operating agencies which it recognizes or persons belonging to other private enterprises interested in telecommunications.

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[1] Any radiocommunication service used permanently or temporarily for the safeguarding of human life and property.

[Footnote in the certified text.]

Delegate: A person sent by the government of a Member of the Union to a Plenipotentiary Conference, or a person representing a government or an administration of a Member of the Union at an administrative conference, or at a meeting of an International Consultative Committee.

Expert: A person sent by a national scientific or industrial organization which is authorized by the government or the administration of its country to attend meetings of study groups of an International Consultative Committee.

Private Operating Agency: Any individual or company or corporation, other than a governmental establishment or agency, which operates a telecommunication installation intended for an international telecommunication service or capable of causing harmful interference with such a service.

Recognized Private Operating Agency: Any private operating agency, as defined above, which operates a public correspondence or broadcasting service and upon which the obligations provided for in Article 44 of the Convention are imposed by the Member in whose territory the head office of the agency is situated, or by the Member which has authorized this operating agency to establish and operate a telecommunication service on its territory.

Observer: A person sent by:

— the United Nations in accordance with Article 39 of the Convention;

— one of the international organizations invited or admitted in accordance with the provisions of the Convention to participate in the work of a conference;

— the government of a Member of the Union participating in a non-voting capacity in a regional administrative conference held under the terms of Articles 7 and 54 of the Convention.

Radio: A general term applied to the use of radio waves.

Radiocommunication: Telecommunication by means of radio waves.

Representative: A person sent by a recognized private operating agency to an administrative conference, or to a meeting of an International Consultative Committee.

Broadcasting Service: A radiocommunication service in which the transmissions are intended for direct reception by the general public. This service may include sound transmissions, television transmissions or other types of transmission.

International Service: A telecommunication service between telecommunication offices or stations of any nature which are in or belong to different countries.

Mobile Service: A service of radiocommunication between mobile and land stations, or between mobile stations.

Telecommunication: Any transmission, emission or reception of signs, signals, writing, images and sounds or intelligence of any nature by wire, radio, optical or other electromagnetic systems.

Telegram: Written matter intended to be transmitted by telegraphy for delivery to the addressee. This term also includes radiotelegrams unless otherwise specified.

Government Telegrams and Government Telephone Calls: Telegrams or telephone calls originating with any of the authorities specified below:

— the Head of a State;

— the Head of a government and members of a government;

— Commanders-in-Chief of military forces, land, sea or air;

— diplomatic or consular agents;

— the Secretary-General of the United Nations; Heads of the principal organs of the United Nations;

— the International Court of Justice.

Replies to government telegrams as defined herein shall also be regarded as government telegrams.

Service Telegrams: Telegrams exchanged between:

a) administrations;

b) recognized private operating agencies;

c) administrations and recognized private operating agencies;

d) administrations and recognized private operating agencies, on the one hand, and the Secretary-General of the Union, on the other;

and relating to public international telecommunication.

Private Telegrams: Telegrams other than government or service telegrams.

Telegraphy: A system of telecommunications which is concerned in any process providing transmission and reproduction at a distance of documentary matter, such as written or printed matter or fixed images, or the reproduction at a distance of any kind of information in such a form. For the purposes of the Radio Regulations, however, unless otherwise specified therein, " telegraphy " shall mean " A system of telecommunications for the transmission of written matter by the use of a signal code".

Telephony: A system of telecommunications set up for the transmission of speech or, in some cases, other sounds.

ANNEX 3

(see Article 39)

Agreement between the United Nations and the International Telecommunication Union [1]

PREAMBLE

In consideration of the provisions of Article 57 of the Charter of the United Nations and of Article 26 of the Convention of the International Telecommunication Union of Atlantic City 1947, [2] the United Nations and the International Telecommunication Union agree as follows:

ARTICLE I

The United Nations recognizes the International Telecommunication Union (hereinafter called " the Union ") as the specialized agency responsible for taking such action as may be appropriate under its basic instrument for the accomplishment of the purposes set forth therein.

ARTICLE II

Reciprocal Representation

1. The United Nations shall be invited to send representatives to participate, without vote, in the deliberations of all the Plenipotentiary and

[1] Signed Apr. 26, 1949.
[2] TIAS 1901, 63 Stat. 1441.

Administrative Conferences of the Union. It shall also, after appropriate consultation, be invited to send representatives to attend international consultative committees or any other meetings convened by the Union with the right to participate without vote in the discussion of items of interest to the United Nations.

2. The Union shall be invited to send representatives to attend meetings of the General Assembly of the United Nations for the purposes of consultation on telecommunication matters.

3. The Union shall be invited to send representatives to be present at the meetings of the Economic and Social Council of the United Nations and of the Trusteeship Council and of their commissions or committees, and to participate, without vote, in the deliberations thereof with respect to items on the agenda in which the Union may be concerned.

4. The Union shall be invited to send representatives to attend meetings of the main committees of the General Assembly when matters within the competence of the Union are under discussion and to participate, without vote, in such discussions.

5. Written statements presented by the Union shall be distributed by the Secretariat of the United Nations to the Members of the General Assembly, the Economic and Social Council and its commissions, and the Trusteeship Council as appropriate. Similarly, written statements presented by the United Nations shall be distributed by the Union to its Members.

ARTICLE III

Proposal of Agenda Items

After such preliminary consultation as may be necessary, the Union shall include on the agenda of Plenipotentiary or Administrative Conferences or meetings of other organs of the Union, items proposed to it by the

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United Nations. Similarly, the Economic and Social Council and its commissions and the Trusteeship Council shall include on their agenda items proposed by the Conferences or other organs of the Union.

ARTICLE IV

Recommendations of the United Nations

1. The Union, having regard to the obligation of the United Nations to promote the objectives set forth in Article 55 of the Charter and the function and power of the Economic and Social Council under Article 62 of the Charter to make or initiate studies and reports with respect to international economic, social, cultural, educational, health and related matters and to make recommendations concerning these matters to the specialized agencies concerned and having regard also to the responsibility of the United Nations, under Articles 58 and 63 of the Charter, to make recommendations for the co-ordination of the policies and activities of such specialized agencies, agrees to arrange for the submission, as soon as possible, to its appropriate organ for such action as may seem proper of all formal recommendations which the United Nations may make to it.

2. The Union agrees to enter into consultation with the United Nations upon request with respect to such recommendations, and in due course, to report to the United Nations on the action taken by the Union or by its Members to give effect to such recommendations or on the other results of their consideration.

3. The Union will co-operate in whatever further measures may be necessary to make co-ordination of the activities of specialized agencies and those of the United Nations fully effective. In particular, it agrees to co-operate with any body or bodies which the Economic and Social Council may establish for the purpose of facilitating such co-ordination and to furnish such information as may be required for the carrying out of this purpose.

ARTICLE V

Exchange of Information and Documents

1. Subject to such arrangements as may be necessary for the safeguarding of confidential material, the fullest and promptest exchange of appropriate information and documents shall be made between the United Nations and the Union to meet the requirements of each.

2. Without prejudice to the generality of the provisions of the preceding paragraph:

a) the Union shall submit to the United Nations an annual report on its activities;

b) the Union shall comply to the fullest extent practicable with any request which the United Nations may make for the furnishing of special reports, studies or information;

c) the Secretary-General of the United Nations shall, upon request, consult with the appropriate authority of the Union with a view to providing to the Union such information as may be of special interest to it.

ARTICLE VI

Assistance to the United Nations

The Union agrees to co-operate with and to render all possible assistance to the United Nations, its principal and subsidiary organs, in accordance with the United Nations Charter and the International Telecommunication Convention, taking fully into account the particular position of the individual Members of the Union who are not Members of the United Nations.

ARTICLE VII

Relations with the International Court of Justice

1. The Union agrees to furnish any information which may be requested by the International Court of Justice in pursuance of Article 34 of the Statute of the Court. [1]

2. The General Assembly authorizes the Union to request advisory opinions of the International Court of Justice on legal questions arising within the scope of its competence other than questions concerning the mutual relationships of the Union and the United Nations or other specialized agencies.

3. Such request may be addressed to the Court by the Plenipotentiary Conference or the Administrative Council acting in pursuance of an authorization by the Plenipotentiary Conference.

4. When requesting the International Court of Justice to give an advisory opinion the Union shall inform the Economic and Social Council of the request.

ARTICLE VIII

Personnel Arrangements

1. The United Nations and the Union agree to develop as far as practicable common personnel standards, methods and arrangements designed to avoid serious discrepancies in terms and conditions of employment, to avoid competition in recruitment of personnel, and to facilitate any mutually desirable interchange of personnel in order to obtain the maximum benefit from their services.

2. The United Nations and the Union agree to co-operate to the fullest extent possible in achieving these ends.

[1] TS 993, 59 Stat. 1059.

ARTICLE IX

Statistical Services

1. The United Nations and the Union agree to strive for maximum co-operation, the elimination of all undesirable duplication between them, and the most efficient use of their technical personnel in their respective collection, analysis, publication, standardization, improvement and dissemination of statistical information. They agree to combine their efforts to secure the greatest possible usefulness and utilization of statistical information and to minimize the burdens placed upon national governments and other organizations from which such information may be collected.

2. The Union recognizes the United Nations as the central agency for the collection, analysis, publication, standardization, improvement and dissemination of statistics serving the general purposes of international organizations.

3. The United Nations recognizes the Union as the central agency responsible for the collection, analysis, publication, standardization, improvement and dissemination of statistics within its special sphere, without prejudice to the rights of the United Nations to concern itself with such statistics so far as they may be essential for its own purposes or for the improvement of statistics throughout the world. All decisions as to the form in which its service documents are compiled rest with the Union.

4. In order to build up a central collection of statistical information for general use, it is agreed that data supplied to the Union for incorporation in its basic statistical series or special reports should so far as practicable be made available to the United Nations upon request.

5. It is agreed that data supplied to the United Nations for incorporation in its basic statistical series or special reports should so far as practicable and appropriate be made available to the Union upon request.

ARTICLE X

Administrative and Technical Services

1. The United Nations and the Union recognize the desirability in the interests of the most efficient use of personnel and resources, of avoiding, whenever possible, the establishment of competitive or overlapping services, and when necessary to consult thereon to achieve these ends.

2. Arrangements shall be made between the United Nations and the Union in regard to the registration and deposit of official documents.

ARTICLE XI

Budgetary and Financial Arrangements

1. The budget or the proposed budget of the Union shall be transmitted to the United Nations at the same time as such budget is transmitted to the Members of the Union and the General Assembly may make recommendations thereon to the Union.

2. The Union shall be entitled to send representatives to participate, without vote, in the deliberations of the General Assembly or any committee thereof at all times when the budget of the Union is under consideration.

ARTICLE XII

Financing of Special Services

1. In the event of the Union being faced with the necessity of incurring substantial extra expense as a result of any request which the United Nations may make for special reports, studies or assistance in accordance with Article VI or with any other provisions of this agreement, consultation shall take place with a view to determining the most equitable manner in which such expense shall be borne.

2. Consultation between the United Nations and the Union shall similarly take place with a view to making such arrangements as may be found equitable for covering the costs of central administrative, technical or fiscal services or facilities or other special assistance requested by the Union and provided by the United Nations.

ARTICLE XIII

United Nations Laissez-passer

Officials of the Union shall have the right to use the laissez-passer of the United Nations in accordance with special arrangements to be negotiated between the Secretary-General of the United Nations and the competent authorities of the Union.

ARTICLE XIV

Inter-Agency Agreements

1. The Union agrees to inform the Economic and Social Council of the nature and scope of any formal agreement contemplated between the Union and any other specialized agency or other inter-governmental organization or international non-governmental organization, and further will inform the Economic and Social Council of the details of any such agreement, when concluded.

2. The United Nations agrees to inform the Union of the nature and scope of any formal agreement contemplated by any other specialized agencies of matters which might be of concern to the Union and further will inform the Union of the details of any such agreement, when concluded.

ARTICLE XV

Liaison

1. The United Nations and the Union agree to the foregoing provisions in the belief that they will contribute to the maintenance of effective

liaison between the two organizations. They affirm their intention of taking whatever measures may be necessary to this end.

2. The liaison arrangements provided for in this agreement shall apply, as far as appropriate, to the relations between the Union and the United Nations, including its branch and regional offices.

ARTICLE XVI

United Nations Telecommunication Services

1. The Union recognizes that it is important that the United Nations shall benefit by the same rights as the Members of the Union for operating telecommunication services.

2. The United Nations undertakes to operate the telecommunication services under its control in accordance with the terms of the International Telecommunication Convention and the regulations annexed thereto.

3. The precise arrangements for implementing this article shall be dealt with separately.

ARTICLE XVII

Implementation of Agreement

The Secretary-General of the United Nations and the appropriate authority of the Union may enter into such supplementary arrangements for the implementation of this agreement as may be found desirable.

ARTICLE XVIII

Revision

On six months' notice given on either part, this agreement shall be subject to revision by agreement between the United Nations and the Union.

ARTICLE XIX

Entry into Force

1. This agreement will come into force provisionally after approval by the General Assembly of the United Nations and the Plenipotentiary Telecommunication Conference at Atlantic City in 1947 [1]

2. Subject to the aforementioned approvals, the agreement will formally enter into force at the same time as the International Telecommunication Convention concluded at Atlantic City in 1947 or at some earlier date as may be arranged for by a decision of the Union. [2]

[1] Nov. 15, 1947.
[2] Jan. 1, 1949.

FINAL PROTOCOL (*)

to the

International Telecommunication Convention

(Malaga-Torremolinos, 1973)

At the time of signing the International Telecommunication Convention (Malaga-Torremolinos, 1973), the undersigned plenipotentiaries take note of the following statements forming part of the Final Acts of the Plenipotentiary Conference (Malaga-Torremolinos, 1973):

I

For the Republic of Afghanistan:

The Delegation of the Government of the Republic of Afghanistan to the Plenipotentiary Conference of the International Telecommunication Union (Malaga-Torremolinos, 1973) reserves for its Government the right not to accept any financial measure which might lead to an increase in its contributory share to defraying the expenses of the Union, and to take any measures it may deem necessary to protect its telecommunication services should any Member fail to observe the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973).

(*) *Note by the General Secretariat:* The texts of the Final Protocol are shown in the chronological order of their deposit.

In the Table of Contents these texts are grouped in the alphabetical order of country names.

[Footnote in the certified text.]

II

For the Kingdom of Swaziland:

The Delegation of the Kingdom of Swaziland reserves the right of its Government to take any action it deems necessary to safeguard its interests in the event of Members or Associate Members failing in any way to comply with the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or the Annexes and Regulations annexed thereto or should reservations by other countries jeopardize its telecommunication services.

III

For Greece:

The Greek Delegation declares on behalf of its Government that it accepts no consequences of any reservations made by other Governments, which might lead to an increase in its share in defraying the expenses of the Union.

It also reserves for its Government the right to take such action as it may consider necessary to protect its interests, should certain Members of the Union not take their share in defraying Union expenses, or in any other way fail to comply with the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973), its Annexes or Protocols attached thereto, or if the reservations made by other countries should jeopardize the proper operation of its own telecommunication services.

IV

For Pakistan:

The Delegation of the Government of Pakistan to the Plenipotentiary Conference of the International Telecommunication Union (Malaga-Torremolinos, 1973) reserves the right of accepting the implications that might arise through the non-adherence by any other Member of the Union to the provisions of the Convention (1973) or of its related Regulations.

V

For the Republic of Indonesia:

The Delegation of the Republic of Indonesia hereby reserves the right of its Government to take:

1. any action it deems necessary to safeguard its interests should Members in any way fail to comply with the requirements of the International Telecommunication

Convention (Malaga-Torremolinos, 1973) or should reservations by other countries jeopardize its telecommunication services;

2. further action in accordance with the Constitution and Laws of the Republic of Indonesia.

VI

For the Republic of Cyprus:

The Delegation of Cyprus declares that the Government of the Republic of Cyprus cannot accept any financial consequences that might arise as a result of reservations made by other governments taking part in the Plenipotentiary Conference (Malaga-Torremolinos, 1973).

It also reserves for its Government the right to take any action it deems necessary to safeguard its interest should Members in any way fail to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or should reservations by other countries jeopardize its telecommunication services.

VII

For the Kingdom of Laos:

The Delegation of the Royal Government of Laos to the Plenipotentiary Conference of the International Telecommunication Union reserves its Government's right to refuse to accept any financial measure which might lead to an increase in its contributory share in defraying Union expenses and to take any action it deems necessary to safeguard its interests should Members of the Union in any way fail to comply with the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973).

It also reserves the right not to share in any payment, irrespective of the amount, of debts owed to the Union by Member countries.

VIII

For Chile:

The Delegation of Chile expressly states that, whenever the International Telecommunication Convention, its Annexes and Regulations, or documents of any kind, mention, or refer to "Antarctic Territories" as dependencies of any State, the said

mentions or references do not, and cannot, apply to the Chilean Antarctic Sector, which is an integral part of the national territory of the Republic of Chile, over which that Republic holds inalienable rights.

IX

For Jamaica:

The Delegation of Jamaica reserves for its Government the right not to accept any financial measure which might lead to an increase in its contributory share to defraying the expenses of the Union, and the right to take such action as it may consider necessary to safeguard its interests should certain Members not share in defraying the expenses of the Union, or should they fail in any other way to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or its Annexes or the Protocols thereto or should reservations by other countries jeopardize the telecommunication services of Jamaica.

X

For the Kingdom of Lesotho:

The Lesotho Delegation hereby declares on behalf of the Lesotho Government:

1. that it will not accept any consequences resulting from any reservation made by any country, and reserves the right to take any action it deems fit;

2. that it reserves the right to take such action as it may consider necessary to protect its interests, should any other country not observe the provisions of this Convention (Malaga-Torremolinos, 1973).

XI

For the Republic of Liberia:

The Delegation of the Republic of Liberia reserves the right of its Government to take any action it may deem necessary to safeguard its interests should Members in any way fail to comply with the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973), its Annexes or Protocols attached thereto, or should reservations by other countries jeopardize the telecommunication services of the Republic of Liberia or lead to an increase in its share towards defraying the expenses of the Union.

XII

For Malawi:

The Delegation of Malawi reserves the right of its Government to take such action as it may consider necessary to safeguard its interests, should certain Members not share in defraying the expenses of the Union or should they fail in any other way to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or its Annexes or the Protocols attached thereto, or should reservations by other countries jeopardize its telecommunication services.

XIII

For the Republic of Rwanda:

The Delegation of the Republic of Rwanda reserves for its Government the right:

1. not to accept any financial measure which might lead to an increase in its contributory share in defraying the expenses of the Union;

2. to take such action as it may deem necessary to protect its interests, should Members fail to observe in any way the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973), or should the reservations made by other countries jeopardize the proper operation of its telecommunication services.

XIV

For the Republic of Singapore:

The Delegation of the Republic of Singapore reserves for its Government the right to take such action as it may consider necessary to safeguard its interests should any country fail in any way to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or should reservations by any country jeopardize its telecommunication services or lead to an increase in its share towards defraying the expenses of the Union.

XV

For the Byelorussian Soviet Socialist Republic, the People's Republic of Bulgaria, Cuba, the Hungarian People's Republic, the Mongolian People's Republic, the People's Republic of Poland, the German Democratic Republic, the Ukrainian

Soviet Socialist Republic, the Czechoslovak Socialist Republic and the Union of Soviet Socialist Republics:

The Delegations of the above-mentioned countries state as follows on behalf of their respective Governments:

— inasmuch as there are two zones and two administrations in South Viet-Nam (the Provisional Revolutionary Government of South Viet-Nam and the Saigon Administration), signature of the Convention and of other Final Acts of the Plenipotentiary Conference by the delegates of the Saigon Administration cannot be considered to be a signature in the name of South Viet-Nam;

— the South Korean authorities do not represent the whole of Korea and cannot sign the Convention and other Final Acts of the Plenipotentiary Conference in the name of Korea.

XVI

For Barbados:

The Delegation of Barbados reserves for its Government the right to take such action as it may consider necessary to safeguard its interests, should any Member or Members not share in defraying the expenses of the Union, or should they fail in any other way to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or its Annexes or the Protocols attached thereto, or should reservations by other Members jeopardize the telecommunication services of Barbados.

XVII

For the People's Republic of Bangladesh:

1. Upon signing the Final Protocol of the International Telecommunication Convention (Malaga-Torremolinos, 1973), the Delegation of the People's Republic of Bangladesh reserves the right for its Government not to accept any financial consequences which might lead to an increase in its contributory share to defray the expenses of the Union that might arise as a result of reservations made by other Governments taking part in the Plenipotentiary Conference (Malaga-Torremolinos, 1973).

2. It also reserves for its Government the right to take any action it deems necessary to safeguard its interest, should any Member in any way fail to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973), its Annexes or Protocols attached thereto, or should reservations made by other Governments jeopardize the proper operation of its own telecommunication services.

3. It further reserves for its Government the right to adhere to all or to some of the provisions of the Telegraph, Telephone, Radio and Additional Radio Regulations referred to in Article 82 of the General Regulations.

XVIII

For Malaysia:

The Delegation of Malaysia hereby:

1. reserves the right of its Government to take any action it deems necessary to safeguard its interests should Members in any way fail to comply with the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or should reservations by other countries jeopardize its telecommunications services;

2. declares that the signature, and possible subsequent ratification by the Government of Malaysia to the said Convention above, is not valid with respect to the Member appearing in Annex 1 under the name of Israel and in no way implies its recognition.

XIX

For the United Kingdom of Great Britain and Northern Ireland:

The Delegation of the United Kingdom of Great Britain and Northern Ireland reserve for their Government the right to take such action as they may consider necessary to safeguard their interests should certain Members not share in defraying the expenses of the Union, or should any Members fail in any other way to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or its Annexes or the Protocols attached thereto, or should reservations by other countries jeopardize their telecommunication services.

XX

For Turkey:

The Delegation of the Government of Turkey to the Plenipotentiary Conference of the International Telecommunication Union (Malaga-Torremolinos, 1973) reserves the right of its Government to take any action it may deem necessary to protect its interests if reservations made by other Members of the Union lead to an increase in its contributory share in defraying the expenses of the Union.

XXI

For the Socialist Federal Republic of Yugoslavia:

The Delegation of the Socialist Federal Republic of Yugoslavia states on behalf of its Government that:

1. since two Regions and two Administrations exist in South Viet-Nam, the Provisional Revolutionary Government of the Republic of South Viet-Nam and the Saigon régime, the Convention and other Acts of the Plenipotentiary Conference (Malaga-Toremolinos, 1973), signed by the representatives of the Saigon régime, cannot be considered as signed on behalf of South Viet-Nam;

2. the representatives of South Korea have no right to sign the Convention and other Acts of the Plenipotentiary Conference (Malaga-Torremolinos, 1973) on behalf of the whole of Korea.

XXII

For the Socialist Republic of Roumania:

A

The Delegation of the Socialist Republic of Roumania declares, on behalf of its Government, that:

1. it considers the claims of the representatives of South Korea to speak on behalf of the whole of Korea within the International Telecommunication Union to be without foundation and completely devoid of legal validity, since the Seoul régime does not and cannot represent the Korean people;

2. the Saigon Administration cannot unilaterally represent South Viet-Nam;

The Delegation of the Socialist Republic of Roumania considers that the sole legal representative of Cambodia is the Royal Government of National Union of Cambodia.

B

The Delegation of the Socialist Republic of Roumania reserves for its Government the right to take any action it considers necessary to safeguard its interests and to accept or not to accept the financial consequences of any reservations made by other countries.

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XXIII

For Malaysia:

The Delegation of Malaysia reserves for its Government the right to take such action as it may deem necessary to safeguard its interests should certain Members not share in defraying the expenses of the Union.

XXIV

For Thailand:

The Delegation of Thailand reserves the right of its Government to take any action that it deems necessary to safeguard its interests should any country fail, in any way, to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973), or should reservations made by any country jeopardize its telecommunication services or lead to an increase in its share towards defraying the expenses of the Union.

XXV

For the Malagasy Republic:

The Delegation of the Malagasy Republic reserves for its Government the right to take any action it deems necessary to safeguard its interests should Members of the Union fail in any way to observe the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or should reservations by other countries jeopardize its own telecommunication services.

It also reserves for its Government the right not to accept any financial consequences of reservations made by other Governments taking part in the present Conference.

XXVI

For Guatemala:

The Delegation of the Government of Guatemala to the Plenipotentiary Conference of the International Telecommunication Union (Malaga-Torremolinos, 1973) reserves for its Government the right not to accept any financial measure which might lead to an increase in its contributory share in defraying the expenses of the Union; it also reserves the right in connection with the payment of the sums owed by Members of the Union whatever the amount.

XXVII

For Trinidad and Tobago:

The Delegation of the Government of Trinidad and Tobago reserves, on behalf of its Government, the right not to accept any financial measures which might lead to an increase in its contributory share and to take such action as it may consider necessary to safeguard its interests, should certain Members not share in defraying the expenses of the Union or should they fail in any other way to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973), or its Annexes or the Protocols attached thereto or should reservations by other countries jeopardize its telecommunication services.

XXVIII

For the Islamic Republic of Mauritania:

The Delegation of the Government of the Islamic Republic of Mauritania to the International Telecommunication Union Plenipotentiary Conference (Malaga-Torremolinos, 1973) reserves for its Government the right not to accept any financial measure which might lead to an increase in its contributory share in defraying the Union expenses and to take any measures it deems necessary to protect its telecommunication services if any Members do not observe the terms of the International Telecommunication Convention (Malaga-Torremolinos, 1973).

XXIX

For the Federal Republic of Germany, Austria, Belgium, Denmark, Finland, Iceland, the Principality of Liechtenstein, Norway, the Kingdom of the Netherlands, Sweden and the Confederation of Switzerland:

The Delegations of the above-mentioned countries formally declare with regard to Article 82 of the International Telecommunication Convention (Malaga-Torremolinos, 1973), that they maintain the reservations made on behalf of their administrations when signing the Regulations mentioned in Article 82.

XXX

For Somali Democratic Republic:

The Delegation of Somalia declares that the Government of Somali Democratic Republic cannot accept any financial consequences that might arise as a result of

reservations made by other Governments taking part in the Plenipotentiary Conference (Malaga-Torremolinos, 1973).

It also reserves for its Government the right to take any action it deems necessary to safeguard its interest, should Members in any way fail to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or should reservations by other countries jeopardize its telecommunication services.

XXXI

For Nicaragua:

The Delegation of Nicaragua declares that it reserves its Government's right to accept, or not to accept, the consequences of any reservation which would lead to an increase in its contributory share in defraying the expenses of the Union.

XXXII

For the United Republic of Cameroon:

The Delegation of the United Republic of Cameroon to the Plenipotentiary Conference of the International Telecommunication Union (Malaga-Torremolinos, 1973) declares on behalf of its Government that it reserves the right to take all necessary measures to safeguard its interests should the reservations made by other delegations on behalf of their Governments or failure to comply with the Convention tend to jeopardize the proper operation of its telecommunication services.

Moreover the Government of the United Republic of Cameroon accepts no consequence of any reservations made by other delegations to this Conference which would lead to an increase in its share in defraying Union expenditure.

XXXIII

For the Republic of Kenya:

The Delegation of the Republic of Kenya reserves the right of its Government to take any action it deems necessary to safeguard its interests in the event of Members failing in any way to comply with the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or should reservations by other countries jeopardize its telecommunications services or lead to an increase in its contributory share in defraying the expenses of the Union.

XXXIV

For the Republic of Uganda:

The Delegation of the Government of the Republic of Uganda reserves the right of its Government to take any action it deems necessary to safeguard its interests in the event of a Member failing in any way to comply with the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or should reservations by a Member jeopardize its telecommunication services or lead to an increase in its contributory share in defraying the expenses of the Union.

XXXV

For the United Republic of Tanzania:

The Delegation of the United Republic of Tanzania reserves the right of its Government to take any action it deems necessary to safeguard its interests in the event of Members failing in any way to comply with the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or should reservations by other countries jeopardize its telecommunications services or lead to an increase in its contributory share in defraying the expenses of the Union.

XXXVI

For Italy:

The Delegation of Italy declares that the Government of Italy cannot accept any financial consequences that might arise as a result of reservations made by other Governments taking part in the Plenipotentiary Conference (Malaga-Torremolinos, 1973).

It also reserves for its Government the right to take any action it deems necessary to safeguard its interest, should Members in any way fail to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or should reservations by other countries jeopardize its telecommunication services.

XXXVII

For Algeria (Algerian Democratic and Popular Republic), the Kingdom of Saudi Arabia, the Arab Republic of Egypt, the United Arab Emirates, the Republic of Iraq, the State of Kuwait, Lebanon, the Libyan Arab Republic, the Kingdom of Morocco, the

Islamic Republic of Mauritania, the Sultanate of Oman, Pakistan, the Somali Democratic Republic, the Democratic Republic of the Sudan, Tunisia, the Yemen Arab Republic, the People's Democratic Republic of Yemen:

The above-mentioned Delegations declare that the signature, and possible subsequent ratification by their respective Governments of the International Telecommunication Convention (Malaga-Torremolinos, 1973), are not valid with respect to the Member appearing in Annex 1 to this Convention under the name of Israel, and in no way imply its recognition.

XXXVIII

For the United States of America:

The United States of America formally declares that the United States of America does not, by signature of this Convention on its behalf, accept any obligations in respect of the Telephone Regulations or the Additional Radio Regulations referred to in Article 42 of the International Telecommunication Convention (Malaga-Torremolinos, 1973) and in Article 82 of the General Regulations thereof.

XXXIX

For the Republic of Afghanistan:

The Government of the Republic of Afghanistan reserves the right to make any statement or reservation until the time of ratification of the Convention (Malaga-Torremolinos, 1973) by its Government.

XL

For the Federal Republic of Nigeria:

In signing this Convention, the Delegation of the Federal Republic of Nigeria hereby declares that its Government reserves the right to take any action which it considers necessary to safeguard its interests should certain Members not share in defraying the expenses of the Union, or should they fail in any other way to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or its Annexes, or the Protocols attached thereto, or should reservations by other countries endanger the telecommunications services of the Federal Republic of Nigeria.

XLI

For Mauritius:

The Delegation of Mauritius reserves for its Government the right to take such action as it considers necessary to safeguard its interests, should certain Members not share in defraying the expenses of the Union, or should they fail in any other way to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or its Annexes or the Protocols attached thereto, or should reservations by other countries jeopardize the telecommunication services of Mauritius.

XLII

For Denmark, Finland, Iceland, Norway and Sweden:

The Delegations of the above-mentioned countries declare on behalf of their respective Governments that they accept no consequences of any reservations which would lead to an increase in the shares they take in defraying the expenses of the Union.

XLIII

For the People's Democratic Republic of Yemen:

The Delegation of the People's Democratic Republic of Yemen reserves the right of its Government to take any action that it deems necessary to safeguard its interests should any country fail in any way to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973), or should reservations by any country jeopardize its telecommunication service or lead to an increase in its share towards defraying the expenses of the Union.

XLIV

For the Republic of India:

1. Upon signing the Final Acts of the International Telecommunication Plenipotentiary Conference (Malaga-Torremolinos, 1973), the Republic of India does not accept any final implications resulting from any reservation that might be made on the budgetary matters of the Union by any Member.

2. The Delegation of the Republic of India further reserves the right of its Government to take appropriate steps if necessary to ensure proper functioning of the

Union and its permanent organs and implementation of the General Regulations and Administrative Regulations of the Convention, should any country reserve and/or not accept the provisions of the Convention and of the Regulations mentioned above.

XLV

For Sierra Leone:

The Delegation of Sierra Leone hereby declares, that it reserves for its Government the right not to accept any financial measure which might lead to an increase in its contributory share to defraying the expenses of the Union.

It further reserves for its Government the right to take any action which it deems necessary to safeguard its interests, should Members of the Union in any way fail to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973), or should reservations by other Member countries jeopardize its telecommunications services.

XLVI

For the People's Republic of the Congo:

The Delegation of the People's Republic of the Congo reserves for its Government the right not to accept any financial measure that might lead to an increase in its contributory share in defraying Union expenses, and the right to take such action as it deems necessary to safeguard its interests should certain Members not share in defraying the expenses of the Union or should they fail to comply with the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973).

XLVII

For the Republic of Botswana:

The Delegation of the Republic of Botswana reserves the right of its Government to take any action it considers necessary to safeguard its interests, should any Member or Members not share in defraying the expenses of the Union, or in the event of Members failing in any way to comply with the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or its Regulations, Annexes or Protocols attached thereto, or should reservations by other countries jeopardize its telecommunications services.

XLVIII

For Ghana:

1. The Ghana Delegation declares that its signature of the International Telecommunication Convention (Malaga-Torremolinos, 1973), and subsequent ratification of that document by its Government do not in any way imply the recognition of the Government of South Africa and do not entail any obligations towards that Government.

2. The Ghana Delegation also reserves for its Government the right to take any measures it considers necessary to protect its interests should the non-compliance of and reservations from the said Convention by other Members jeopardize its telecommunication services.

XLIX

For the Byelorussian Soviet Socialist Republic, the People's Republic of Bulgaria, Cuba, the Hungarian People's Republic, the Mongolian People's Republic, the People's Republic of Poland, the German Democratic Republic, the Ukrainian Soviet Socialist Republic, the Socialist Republic of Roumania, the Czechoslovak Socialist Republic and the Union of Soviet Socialist Republics:

The Delegations of the above-mentioned countries declare in the name of their respective Governments that, in signing the International Telecommunication Convention (Malaga-Torremolinos, 1973), they leave open the question of the acceptance of the Radio Regulations (Geneva, 1959).

L

For the People's Republic of Bulgaria, Cuba, the Hungarian People's Republic, the Mongolian People's Republic, the People's Republic of Poland, the German Democratic Republic and the Czechoslovak Socialist Republic:

The Delegations of the above-mentioned countries reserve for their Governments the right to take such action as they deem necessary to safeguard their interests should reservations made by other countries lead to an increase in their shares in defraying the expenses of the Union or should certain Members of the Union not bear their share of the expenses of the Union.

LI

For Cuba:

The Delegation of Cuba to the Plenipotentiary Conference (Malaga-Torremolinos, 1973) declares on behalf of its Revolutionary Government that it recognizes no legal or moral value in the signature of the Final Acts by the puppet delegation of the Lon Nol regime. The only persons entitled to represent Cambodia and sign the Final Acts of the Conference on its behalf are the representatives of the Royal Government of National Unity of Kambudja (G.R.U.N.K.).

LII

For the Republic of the Ivory Coast:

The Delegation of the Republic of the Ivory Coast declares that it reserves the right to accept or not accept the consequences of any reservations made by other Governments to this Convention (Malaga-Torremolinos, 1973) which might lead to an increase in its contributory share in defraying the expenses of the Union or which might jeopardize its telecommunication services.

LIII

For Australia:

The Delegation of Australia reserves the right of its Government to take such action as it considers necessary to safeguard its interests in the event of certain Members not sharing in defraying the expenses of the Union in respect of existing debts and the interest thereon and in respect of future subscriptions or should they fail in any other way to comply with the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or the Annexes, Protocols or Regulations attached thereto or should reservations by other countries jeopardize its telecommunication services.

LIV

For New Zealand:

The Delegation of New Zealand reserves for its Government the right to take such action as it may consider necessary to safeguard its interests should certain Members not share in defraying the expenses of the Union, or should they fail in

any other way to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or its Annexes or the Protocols attached thereto or should reservations by other countries jeopardize the telecommunication services of New Zealand.

LV

For the Republic of the Niger:

The Delegation of the Republic of the Niger to the Plenipotentiary Conference of the International Telecommunication Union declares that it cannot accept any increase in its contributory share in the budget of the Union due to the failure of any other Member to pay its contributions and other related charges.

It also reserves for its Government the right to take all necessary action to safeguard its telecommunication interests should any Member of the Union fail to observe the provisions of the Convention of Malaga-Torremolinos, 1973.

LVI

For the People's Republic of the Congo:

The Delegation of the People's Republic of the Congo declares on behalf of its Government that:

1. Since South Viet-Nam consists of two zones coming under two administrations (the Provisional Revolutionary Government of the Republic of South Viet-Nam and the Saigon authorities), the Delegation of the Saigon authorities cannot possibly be regarded as signing the Convention and the other Final Acts of the Plenipotentiary Conference on behalf of the whole of South Viet-Nam.

2. Since the southern part of Korea does not represent the whole of Korea, the delegates of South Korea cannot be regarded as signing the Convention and the other Final Acts of the Plenipotentiary Conference on behalf of Korea.

LVII

For the Republic of Sri Lanka (Ceylon):

The Delegation of the Government of the Republic of Sri Lanka (Ceylon) to the Plenipotentiary Conference of the International Telecommunication Union (Malaga-Torremolinos, 1973) reserves for its Government:

1. the right not to accept any financial measure which might lead to an increase in its contributory share to defraying the expenses of the Union;

2. the right to take any action it deems necessary to protect its interests in the event of Members failing in any way to comply with the provisions of the International Telecommunication Union Convention (Malaga-Torremolinos, 1973) or the Annexes and Regulations annexed thereto or should reservations by other countries jeopardize its telecommunications services;

3. to take any further action in accordance with the Constitution and Laws of the Republic of Sri Lanka (Ceylon) whenever necessary.

LVIII

For the Khmer Republic:

The Khmer Delegation reserves the rights of its Government with respect to the ratification of the Final Acts of the Conference because of the reservations made by certain delegations concerning the Government of the Khmer Republic.

It further declares that it cannot accept any financial measure which would lead to an increase in its contributory share.

LIX

For the People's Republic of China:

The Delegation of the People's Republic of China wishes to state as follows:

1. The traitorous Lon Nol clique is a handful of Cambodian national scum and is illegal from the very beginning. It has no right whatsoever to sign the International Telecommunication Convention (Malaga-Torremolinos, 1973), on behalf of the Cambodian people.

The Paris Agreement on Viet-Nam has in fact recognized the existence of two administrations in South Viet-Nam, that is, the Provisional Revolutionary Government of the Republic of South Viet-Nam and the Saigon Administration. In the present circumstances, the unilateral representation of the Saigon Administration in the I.T.U. Conference is inappropriate. In the circumstances in which agreement in principle has been reached between the North and the South of Korea on the independent and peaceful reunification of the country, it is unreasonable for the South Korean authorities to be represented in the I.T.U. Conference on its own. In view of the above, the representatives of the Saigon Administration and the South Korean authorities have no right to sign the International Telecommunication Convention (Malaga-Torremolinos, 1973), on their own.

2. The Chinese Delegation makes reservations on the provisions in the International Telecommunication Convention (Malaga-Torremolinos, 1973), concerning the assignment and utilization of radio frequencies as well as the assignment and recording of the positions of geostationary satellites.

LX

For the Union of Burma:

The Delegation of the Union of Burma, in signing this Convention, reserves for its Government the right to take any action it considers necessary to safeguard its interests if reservations made by other countries should lead to an increase in its contributory share in defraying Union expenses.

LXI

For the Republic of Viet-Nam:

The Delegation of the Republic of Viet-Nam reiterates the statements which it made at the Fourth Plenary Meeting and to the Credentials Committee.

Since 1951, when the Republic of Viet-Nam acceded to the I.T.U., our Government has provided every proof of its representativity.

We regret that, for propaganda purposes, some delegations have seen fit to indulge in political polemics which have nothing to do with the I.T.U.

It is false to cite the Paris Agreement as an argument in favour of the so-called Provisional Revolutionary Government of South Viet-Nam, which consists of a handful of men with the sole task of spreading terror, death, ruin and devastation throughout the country.

The Paris Agreement, the main purpose of which is to bring about a cease-fire in Viet-Nam and thus produce a favourable climate for negotiations for the prompt establishment of lasting peace once more in South Viet-Nam, in no way sanctions the so-called Provisional Government as such. The Paris Agreement did not invest, nor was it in its power to invest, the Provisional Revolutionary Government as a "legal" government in Viet-Nam. Nor did it alter, as it was not in its power to alter, the legal and constitutional character of the Government of the Republic of Viet-Nam.

The title of Provisional Revolutionary Government is only a name invented for itself by the so-called Liberation Front of South Viet-Nam, which was set up by the Lao-Dông Party of North Viet-Nam at its Third Congress in Hanoi in September 1960.

Under the name of the National Liberation Front or the Provisional Revolutionary Government, this organization is merely the tool of Hanoi and a completely artificial creation sustained by the expeditionary forces of North Viet-Nam.

We deplore the attitude of the delegations of those countries which, while condemning the policy of aggression, have never made the slightest endeavour — quite the contrary, in fact — to end this painful fratricidal struggle which has been waged in our territory for far too long.

The Delegation of the Republic of Viet-Nam declares that it is the only legitimate representative of South Viet-Nam and that it has been recognized as such by the Conference since the accession of the Republic of Viet-Nam to the I.T.U.

All the statements which have been submitted in connection with this Convention or which have been attached thereto and which are incompatible with the position of the Republic of Viet-Nam are illegal and therefore null and void.

Our delegation also reserves for its Government the right not to accept any financial measures which may lead to an increase in its contributory share in defraying Union expenses and to take all action it may deem necessary to safeguard its interests.

LXII

For the Central African Republic:

The Delegation of the Central African Republic to the Plenipotentiary Conference (Malaga-Torremolinos, 1973) declares that its Government reserves the right to take all necessary action to safeguard its interests should certain Members of the Union fail to observe the provisions of this International Telecommunication Convention and making any abnormal reservations which might lead to an increase in the contributory shares of the Central African Republic in defraying the expenses of the Union.

LXIII

For the Republic of Equatorial Guinea:

The Delegation of the Republic of Equatorial Guinea reserves for its Government the right:

1. not to accept any financial measure which might lead to an increase in its contributory share in defraying Union expenses;

2. to take any action it deems necessary to protect its telecommunication services should any Member fail to observe the terms of the International Telecommunication Convention (Malaga-Torremolinos, 1973).

LXIV

For the Republic of Burundi:

The Delegation of the Republic of Burundi declares that it reserves for its Government the right to accept or not to accept any measures taken to increase its contributory share in defraying the expenses of the Union.

LXV

For the Republic of the Chad:

The Delegation of the Republic of the Chad to the Plenipotentiary Conference of the International Telecommunication Union (Malaga-Torremolinos, 1973) reserves for its Government the right:

1. not to accept any financial measure which would lead to an increase in its contributory share in defraying Union expenses;

2. to take any action it deems necessary to protect its interests should any Member fail in any way to observe the terms of this Convention.

LXVI

For the Republic of Iraq:

The Delegation of the Republic of Iraq declares that its Government reserves the right to take such action as it may consider necessary to protect its interests, should a Member fail in any way to observe the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or should the reservations made by such Member jeopardize its telecommunication services or lead to an increase in Iraq's share in defraying the expenses of the Union.

LXVII

For the Togolese Republic:

The Delegation of the Togolese Republic reserves for its Government the right to take any action it deems advisable should any country not observe the terms of this Convention or should any reservations handed in by Members during the Conference (Malaga-Torremolinos, 1973) or on signature or accession lead to situations prejudicial to its telecommunications services or to an increase which it deems too large in its contributory share in defraying the expenses of the Union.

LXVIII

For the Republic of Dahomey:

The Delegation of the Republic of Dahomey reserves for its Government the right:

1. not to accept any financial measure which might lead to an increase in its contributory share in defraying Union expenses;

2. to take any action it deems necessary to protect its telecommunication services should any Member fail to observe the terms of the International Telecommunication Convention (Malaga-Torremolinos, 1973).

LXIX

For the People's Republic of the Congo:

The Delegation of the People's Republic of the Congo to the Plenipotentiary Conference (Malaga-Torremolinos, 1973) declares on behalf of its Revolutionary Government that it recognizes no legal or moral value in the signature of the Final Acts by the delegation of the reactionary Lon Nol regime. The only persons entitled to represent Cambodia and sign the Final Acts of the Conference on its behalf are the representatives of the Royal Government of National Unity of Kampuchea (G.R.U.N.K.).

LXX

For Papua New Guinea:

Papua New Guinea reserves the right to take such action as it may consider necessary to safeguard its interests should certain Members not share in defraying the expenses of the Union, or should they fail in any other way to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or its Annexes or the Protocols attached thereto, or should reservations by other countries jeopardize their telecommunication services.

LXXI

For the Republic of El Salvador:

The Delegation of El Salvador reserves for its Government the right to formulate any statement or reservation while this Convention is being ratified and declares that it does not accept any consequence of reservations made by other countries which adversely affect the interests of El Salvador.

LXXII

For the State of Israel:

The declarations made by the Delegations of Algeria (Algerian Democratic and Popular Republic), the Kingdom of Saudi Arabia, the Arab Republic of Egypt, the United Arab Emirates, the Republic of Iraq, the State of Kuwait, Lebanon, the Libyan

Arab Republic, Malaysia, the Kingdom of Morocco, the Islamic Republic of Mauritania, the Sultanate of Oman, Pakistan, the Somali Democratic Republic, the Democratic Republic of the Sudan, Tunisia, the Yemen Arab Republic, and of the People's Democratic Republic of Yemen being in flagrant contradiction to the principles and purposes of the International Telecommunication Union and, therefore, void of any legal validity, the Government of Israel wishes to put on record that it rejects these declarations outright and will proceed on the assumption that they can have no validity as to the rights and duties of any Member State of the International Telecommunication Union.

In any case, the Government of Israel will avail itself of its rights to safeguard its interests should the Governments of Algeria (Algerian Democratic and Popular Republic), the Kingdom of Saudi Arabia, the Arab Republic of Egypt, the United Arab Emirates, the Republic of Iraq, the State of Kuwait, Lebanon, the Libyan Arab Republic, Malaysia, the Kingdom of Morocco, the Islamic Republic of Mauritania, the Sultanate of Oman, Pakistan, the Somali Democratic Republic, the Democratic Republic of the Sudan, Tunisia, the Yemen Arab Republic and the People's Democratic Republic of Yemen in any way violate any of the provisions of the Convention, or the Annexes, Protocols or Regulations attached thereto.

LXXIII

For the Republic of Korea:

The Delegation of the Republic of Korea, on behalf of its Government, hereby:

1. declares that any reservation made in connection with, or any declaration made against the validity of its representation of the Republic of Korea in I.T.U. or this Plenipotentiary Conference is without foundation and without legal effect; and

2. reserves the right of its Government to take such action as it may consider necessary to safeguard its interests should certain Members not share in defraying the expenses of the Union, or should any Members fail in any other way to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or its Annexes or the Protocols attached thereto, or should reservations by other countries jeopardize its telecommunication services.

LXXIV

For Belgium:

The Delegation of Belgium reserves for its Government the right to take such action as it may deem necessary to safeguard its interests, should certain Members not share in defraying the expenses of the Union, or should they fail in any other

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way to comply with the provisions of this Convention, or its Annexes or the Protocols attached thereto, or should reservations by other countries be likely to increase its share in defraying the expenses of the Union or jeopardize its telecommunications services.

LXXV

For the Libyan Arab Republic:

The Delegation of the Libyan Arab Republic reserves for its Government the right to accept or refuse to accept the consequences of any reservations made by other countries which might lead to an increase in its contributory share in defraying the Union expenses, and to take any measure it deems necessary to protect its interests if any Member or Associate Member fail in any way to observe the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or of its related Regulations.

LXXVI

For the Gabon Republic:

In signing the International Telecommunication Convention (Malaga-Torremolinos, 1973), the Delegation of the Gabon Republic reserves for its Government the right to take such action as it may consider necessary to safeguard its interests, should reservations by other Governments lead to an increase in its contributory share in defraying the expenses of the Union, or jeopardize its telecommunication services.

LXXVII

For the Republic of Upper Volta:

The Delegation of the Republic of Upper Volta to the Plenipotentiary Conference of the International Telecommunication Union (Malaga-Torremolinos, 1973) reserves for its Government the right to refuse any financial measure likely to increase its contributory share in defraying the expenses of the Union and to take any action considered necessary to safeguard its interests, should other Members fail to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or its Annexes or the Regulations included.

LXXVIII

For the Republic of Mali:

The Delegation of the Republic of Mali to the Plenipotentiary Conference of the International Telecommunication Union declares that it cannot accept any increase in its contributory share in the budget of the Union due to the failure of any other Member to pay its contributions and other related charges.

It also reserves for its Government the right to take all necessary action to safeguard its telecommunication interests should any Member of the Union fail to observe the provisions of the Convention of Malaga-Torremolinos, 1973.

LXXIX

For Nepal:

The Delegation of Nepal reserves for its Government the right to take such action as it may deem appropriate for safeguarding its interest should its annual contributory share amount increase due to any reason whatsoever.

LXXX

For the United Arab Emirates:

The Delegation of the United Arab Emirates declares that its Government reserves the right to take such action as it may deem necessary to protect its interests, should a Member fail in any way to observe the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973), or should the reservations made by such Member jeopardize its telecommunication services or lead to an increase in United Arab Emirates' share in defraying the expenses of the Union.

LXXXI

For the Oriental Republic of Uruguay:

In signing this Convention, the Delegation of the Oriental Republic of Uruguay reserves for its Government the right to take any action it considers necessary to safeguard its interests, should other Members fail to observe the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or its Annexes or the Protocols attached thereto, or should reservations by other countries jeopardize the telecommunication services of the Oriental Republic of Uruguay.

LXXXII

For the Republic of Bolivia:

In signing this Convention, the Delegation of the Republic of Bolivia reserves for its Government the right to take such action as it may consider necessary to safeguard its interests, should other Members fail to observe the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973), or its Annexes or the Protocols attached thereto, or should reservations by other countries jeopardize the interests of the Republic of Bolivia, more particularly its telecommunication services.

It also states that its Government reserves the right to make any reservation until the Convention is ratified.

LXXXIII

For the Republic of the Senegal:

The Delegation of the Republic of the Senegal declares, on behalf of its Government, that it accepts no consequences of any reservations made by other governments at the present Conference which might lead to an increase in its share in defraying Union expenditure.

Furthermore, the Republic of the Senegal reserves the right to take any action it deems fit to safeguard its interests if the reservations made by other countries, or failure to respect the Convention, should jeopardize the proper working of its telecommunication services.

LXXXIV

For the Argentine Republic:

A

The Delegation of the Argentine Republic reserves for its Government the right:

1. to refuse to accept any financial measure which may entail an increase in its contribution;

2. to take such action as it may consider necessary to protect its telecommunication services should Member countries fail to observe the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973).

B

The Delegation of the Argentine Republic reserves the right for its Government to enter any reservations which it may consider necessary concerning the texts to be included in the International Telecommunication Convention (Malaga-Torremolinos, 1973) which may affect its sovereignty either directly or indirectly.

LXXXV

For the Republic of Guinea:

The Delegation of the Republic of Guinea reserves for its Government the right to take such action as it may consider necessary to safeguard its interests should Members fail, in any way whatever, to comply with the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973), or should reservations by other countries jeopardize its telecommunication services, the right to accept, or not to accept, the financial consequences that might possibly arise from those reservations.

LXXXVI

For Spain:

The Delegation of Spain states in the name of its Government that, so far as it is concerned, the word "country" used in the Preamble, Article 1, and other provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973) is synonymous with the phrase "sovereign state" and has the same value, scope, legal and political content as the latter phrase.

LXXXVII

For the Argentine Republic:

In signing this Convention, the Delegation of the Argentine Republic states on behalf of its Government that any reference in the Final Protocol of the International Telecommunication Convention (Malaga-Torremolinos, 1973), or in any other document of the Conference to the Malvinas Islands, the South Georgia Islands and the South Sandwich Islands under the erroneous denomination of "Falkland Islands Dependencies" in no way prejudices the absolute and inalienable sovereign rights of the Argentine Republic thereover. Their occupation by the United Kingdom of Great Britain and Northern Ireland as the result of an act of force never accepted by the Argentine

Republic led the United Nations in Resolution 2065 (XX) to call on both parties to seek a peaceful solution to the dispute over sovereignty over the islands.

It must also be made clear that any reference in these documents to the so-called "British Antarctic Territories" in no way prejudices the rights of the Argentine Republic in the Argentine Antarctic Sector and that the same point is made in Article IV of the Antarctic Treaty signed in Washington on 1 December 1959, to which the Argentine Republic and the United Kingdom of Great Britain and Northern Ireland are signatories.

LXXXVIII

For Algeria (Algerian Democratic and Popular Republic):

The Delegation of the Algerian Democratic and Popular Republic to the Plenipotentiary Conference of the International Telecommunication Union (Malaga-Torremolinos, 1973) reserves for its Government the right to take such action as it may consider necessary to protect its interests, should certain Members fail in any way to observe the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973), or should the reservations made by other Members jeopardize its telecommunication services or lead to an increase in Algeria's share in defraying the expenses of the Union.

LXXXIX

For Peru:

The Delegation of Peru declares that Peru will under no circumstances feel itself to be bound by the provisions in the Convention concerning arbitration between Members of the Union for the settlement of disputes.

The Delegation of Peru also reserves for its Government the right:

1. to take such action as it may consider necessary to protect its interests, should other Members fail in any way to comply with the provisions of the Convention or its Regulations, or should the reservations made by them jeopardize Peru's telecommunication services;

2. to accept or not to accept the consequences of any reservations which might lead to an increase in its share in defraying the expenses of the Union;

3. to accept or not to accept all or any of the provisions of the Administrative Telegraph, Telephone and Radio Regulations and Additional Radio Regulations mentioned in the Convention.

XC

For Iran:

The Delegation of Iran reserves the right of its Government to take such action as it considers necessary to safeguard its interests in the event of certain Members not sharing in defraying the expenses of the Union in respect of existing debts and the interest thereon and in respect of future subscriptions or should they fail in any other way to comply with the provisions of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or the Annexes, Protocols or Regulations attached thereto or should reservations by other countries jeopardize its telecommunication services.

XCI

For the Byelorussian Soviet Socialist Republic, the People's Republic of Bulgaria, Cuba, the Hungarian People's Republic, the Mongolian People's Republic, the People's Republic of Poland, the German Democratic Republic, the Ukrainian Soviet Socialist Republic, the Socialist Republic of Roumania, the Czechoslovak Socialist Republic and the Union of Soviet Socialist Republics:

The Delegations of the above-mentioned countries consider that the provisions of No. 5 of the International Telecommunication Union Convention (Malaga-Torremolinos, 1973) are not in conformity with the principle whereby multilateral international treaties whose aim and purpose concern the international community as a whole, as is the case with telecommunications (see Article 4 of the above-mentioned Convention), should be open to universal participation.

XCII

For the Republic of the Philippines:

The Delegation of the Republic of the Philippines reserves for its Government the right to take such action as may be necessary to safeguard its interests should certain Members fail to pay their shares in the expenses of the Union which may result to an increase in its contribution or to any consequences of reservations made by other countries which shall adversely affect the interests of the Philippines.

XCIII

For the Federal Republic of Germany:

The Delegation of the Federal Republic of Germany reserves for its Government the right to take such action as it may deem necessary to safeguard its interests, should certain Members not share in defraying the expenses of the Union, or should they fail in any other way to comply with the provisions of this Convention, or its Annexes or the Protocols attached thereto, or should reservations by other countries be likely to increase its share in defraying the expenses of the Union or jeopardize its telecommunications services. The Delegation also reserves the right for its Government, in the event of the Union's ordinary budget being charged with expenses for technical cooperation purposes, to take appropriate consequential action.

XCIV

For France:

The French Delegation reserves for its Government the right to take such action as it may consider necessary to safeguard its interests, should certain Members not share in defraying the expenses of the Union, or should they fail in any other way to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or its Annexes or the Protocols attached thereto, or should reservations by other countries jeopardize the efficient operation of its telecommunication services.

XCV

For Monaco:

The Delegation of Monaco reserves for its Government the right to take such action as it may consider necessary to safeguard its interests, should certain Members not share in defraying the expenses of the Union, or should they fail to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973), or its Annexes or the Protocols attached thereto, or should reservations by other countries jeopardize the smooth and efficient operation of its telecommunication services.

XCVI

For Austria, Luxembourg and the Kingdom of the Netherlands:

The Delegations of the above-mentioned countries reserve for their Governments the right to take any action which they may consider necessary to safeguard their interests should certain Members not share in defraying the expenses of the Union or should they fail in any other way to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973), or its Annexes or the Protocols attached thereto, or should reservations by other countries be liable to cause an increase in their contributory shares in defraying Union expenses, or, finally, should reservations by other countries jeopardize their telecommunication services.

XCVII

For the Socialist Federal Republic of Yugoslavia:

The Delegation of the Socialist Federal Republic of Yugoslavia reserves for its Government the right:

1. to take any action that it deems necessary to safeguard the interests of its telecommunications should certain Members fail to comply with the provisions of this Convention, or should reservations by other countries jeopardize its telecommunication services;

2. to take any action it may consider necessary to safeguard its interests should certain Members not share in defraying the expenses of the Union, or should any reservations by other countries be liable to cause an increase in its contributory share in defraying Union expenses.

XCVIII

For the Confederation of Switzerland and the Principality of Liechtenstein:

The Delegations of the above-mentioned countries reserve for their Governments the right to take the necessary action to safeguard their interests should any reservations made or other measures adopted have the effect of jeopardizing their telecommunication services or lead to an increase in their contributory shares in defraying Union expenses.

XCIX

For the State of Israel:

The State of Israel reserves its position with respect to Resolution No. 48 in the light of the following facts:

1. The Resolution was based on unsupported accusations, by countries conducting open warfare and unrestricted hostilities against the State of Israel — without a single shred of proof being placed before the meeting.

2. The draft Resolution was considered on Saturday, 20 October — on the background of inflammatory speeches, wild accusations, and implied threats — all this on the Sabbath day, when the accusers were well aware that the only representative of Israel would be absent, for religious observances. Israel was thus made to appear that it was admitting the baseless charges, because it did not take the floor to deny them. In fact, Israel is advised that this was remarked upon in the debate and referred to in Document No. 341 by Malaysia.

3. The religious reasons, which accounted for the absence of the representative of Israel, had been fully explained to the Chairman on the preceding day; the Chairman solemnly promised, that if anything of concern to Israel were to come up on Saturday, he would do all that was in his power to delay consideration — in order to enable the Delegation of Israel to exercise its right to express itself, vide No. 670 of the Convention, Montreux 1965, which reads as follows:

"It shall be the duty of the Chairman to protect the right of each delegation to express its opinion freely and fully on the point of issue"

4. When this course had not been followed, the Delegation of Israel followed orderly procedure, and on the occasion of the first reading of the draft Resolution — in the Plenary Meeting of 22.10.73 — set forth in its statement the relevant facts, and formally requested the rejection of the draft Resolution — pursuant to paragraph 692 of the Convention. The Chairman refused to proceed to a vote in the course of the reading of the draft, and ruled the delegate of Israel out of order — contrary to the provisions of the Convention and to common practice. Furthermore, the assembled delegations have thus been deprived of the opportunity to vote on the matter, after hearing from both sides.

5. In its statement presented in the Plenary Meeting of 22.10.73, and which was fully reproduced in the Summary Record of that meeting, Israel put forward, *inter alia,* the following:

a) On the same day as the allegation of sabotage of the Beirut submarine cables was made, the Israel spokesman officially denied any responsibility whatsoever for this occurrence.

b) The cable itself is owned, in large part, by European as well as United States interests, whose sympathy and understanding Israel seeks. Why should Israel wish to endanger these sympathies, and damage the property of friendly nations?

c) Why, also, if Israel wished to carry out such an action, would she undertake it so close to shore, where detection would be easy and repair relatively simple?

d) In this case as in the past, acts of sabotage of internal origin have taken place. Oil pipelines have been damaged before, embassies of Arab States have been invaded, high officials of Arab States have been assassinated, planes have been hijacked and hostages have been taken. In all these instances, it was one group within the Arab States acting against another. Here, too, the facts lend themselves to such conclusions. Dissident Arab groups do operate in Lebanon. On those very days such a group, in Beirut, took as hostages some 50 innocent local inhabitants, and played around with their lives. These groups have the minimum skills necessary to handle explosives and to perform this kind of sabotage, and the means to reach the points where the damage allegedly took place. In one stroke they can take revenge for wrongs, real or imagined, and in the current climate place the blame on Israel.

e) It was understood that when Lebanon first reported the cable break, and asked ITALCABLE for assistance in restoration of service via alternate routes, they themselves referred to the cable break as an act of sabotage. Only later, did it occur to them, that this incident could be utilized for propaganda purposes.

In view of the foregoing, the State of Israel considers the so-called Resolution No. 48, as unlawfully and improperly attached to this Convention, as well as having no meaning or effect whatever.

The State of Israel is confident that all fair-minded Members of the Union share its views, and will treat the so-called Resolution accordingly.

C

For Denmark, Finland, Iceland, Norway and Sweden:

The Delegations of the above-mentioned countries reserve for their Governments the right to take such action as they may consider necessary to safeguard their interests should certain Members of the Union not share in defraying the expenses of the Union, or should any Members fail in any other way to comply with the requirements of the International Telecommunication Convention (Malaga-Torremolinos, 1973) or its Annexes or the Protocols attached thereto, or should reservations by other countries jeopardize their telecommunication services.

CI

For Italy:

1. The Delegation of Italy reserves for its Government the right to take such action as it may deem necessary to safeguard its interests, should certain Members not share in defraying the expenses of the Union, or should they fail in any other way to comply with the provisions of this Convention, or its Annexes or the Protocols attached thereto, or should reservations by other countries be likely to increase its share in defraying the expenses of the Union or jeopardize its telecommunications services. The Delegation also reserves the right for its Government, in the event of the Union's ordinary budget being charged with expenses for technical cooperation purposes, to take appropriate consequential action.

2. Italy reserves the right not to share in defraying any additional costs that the International Telecommunication Union may incur in future Plenipotentiary and Administrative Conferences through the use of a sixth language of interpretation in accordance with Resolution No. 39 of this Conference.

CII

For the United Kingdom of Great Britain and Northern Ireland:

A

The Delegation of the United Kingdom of Great Britain and Northern Ireland notes the statement of the Delegation of Chile with regard to Antarctic Territories. Insofar as this may be intended to refer to the British Antarctic Territory, Her Majesty's Government in the United Kingdom of Great Britain and Northern Ireland have no doubt as to their sovereignty over the British Antarctic Territory.

B

The Delegation of the United Kingdom of Great Britain and Northern Ireland declares that it does not accept the statement of the Argentine Delegation contained in its declaration insofar as this statement disputes the sovereignty of Her Majesty's Government in the United Kingdom over the Falkland Islands and the Falkland Islands Dependencies and the British Antarctic Territory and it wishes formally to reserve the rights of Her Majesty's Government on this question. The Falkland Islands and the Falkland Islands Dependencies and the British Antarctic Territory are and remain an integral part of the territories for the international relations of which

the Government of the United Kingdom of Great Britain and Northern Ireland are responsible.

The United Kingdom Delegation also cannot accept the view expressed by the Argentine Delegation that the denomination "Falkland Islands Dependencies" is erroneous nor, insofar as that view refers to the denomination "Falkland Islands", that that denomination is erroneous. The United Kingdom Delegation, moreover, cannot accept the view expressed by the Argentine Delegation that the term "(Malvinas)" should be used in association with the name of the Falkland Islands and the Falkland Islands Dependencies. The decision of the United Nations Special Committee to add "(Malvinas)" after this name related solely to the documents of the United Nations Special Committee on the situation with regard to the implementation of the Declaration on the granting of independence to colonial countries and peoples and has not been adopted by the United Nations for all United Nations documents. It therefore in no way affects the International Telecommunication Convention (Malaga-Torremolinos, 1973) or its Annexes or any other documents published by the International Telecommunication Union.

With regard to Resolution 2065 (XX) of the United Nations the United Kingdom Delegation does not accept the reason given by the Argentine Delegation for that Resolution.

The United Kingdom Delegation notes the reference by the Argentine Delegation to Article IV of the Antarctic Treaty signed in Washington on 1 December 1959 but wishes to state that this Article in no way supports or bears out the dominion or sovereignty of any particular Power over any antarctic territory: Her Majesty's Government are in no doubt as to the United Kingdom's sovereignty over the British Antarctic Territory.

CIII

For the Republic of Panama:

The Delegation of the Republic of Panama states that it does not accept any declaration made by any country in the International Telecommunication Convention (Malaga-Torremolinos, 1973) or in any other document which affects its sovereign rights over the Panama Canal Zone.

CIV

For the Socialist Republic of Roumania:

In signing the International Telecommunication Convention (Malaga-Torremolinos, 1973), the Roumanian Delegation declares that the maintenance of certain territories in a state of dependence, as referred to in the provisions of Additional Protocol III,

is not in conformity with the documents adopted by the United Nations on the granting of independence to colonial countries and peoples including the Declaration relating to the principles of international law concerning friendly relations and cooperation between States in accordance with the United Nations Charter, which was unanimously adopted by United Nations General Assembly Resolution 2625 (XXV) of 24 October 1970 and which solemnly proclaims the obligation of States to promote the implementation of the principle of the equality of rights of peoples and their right to self-determination, with a view to putting a speedy end to colonialism.

CV

Chairman of the Conference:

The Chairman of the Conference deplores the terms employed in the statement made by Israel at the Plenipotentiary Conference, Malaga-Torremolinos, 1973, and included in its Final Protocol, commenting on the application of the Rules of Procedure of Conferences embodied in the General Regulations annexed to the Montreux Convention, 1965.

Number 670 of the Montreux Convention states in fact that "it shall be the duty of the Chairman to protect the right of each delegation to express its opinion freely and fully on the point at issue" This provision clearly relates to delegations which are "present" at the discussion, which does not apply in this case to the Delegation of Israel which, on religious grounds worthy of the highest respect, did not attend the Plenary Meeting held on Saturday, 20 October despite the reasons which it had on the evening before to presume that the draft Resolution contained in Document No. 326 submitted by the Delegation of Lebanon would be debated at that meeting. It should be added in this connection that at his meeting with the Delegate of Israel, Mr. Sakked, on Friday, 19 October, the Chairman had been unable to offer any guarantee concerning a postponement of the debate on the draft resolution in question and had merely said that he would hold consultations, which proved unsuccessful, aimed at having the debate deferred until Monday, 22 October.

At the Plenary Meeting of Monday, 22 October, the Delegate of Israel, in the first reading of Resolution No. 48 submitted by the Editorial Committee and contained in Document No. 351, asked for a fresh vote on the content of this draft resolution, basing its request on 692 of the Montreux Convention.

The Chairman's interpretation was that the Plenary Meeting had before it the text of the resolution, before final consideration under 763 of the Montreux Convention, but that it was not dealing with the substance of the matter, which had already been settled at the meeting held on Saturday, 20 October after a roll-call vote in which there were 64 votes in favour and 3 against with 46 abstentions.

The Chairman based his ruling on 697 of the Montreux Convention (1965).

IN WITNESS WHEREOF, the respective plenipotentiaries have signed this Final Protocol in each of the Chinese, English, French, Russian and Spanish languages, in a single copy, which shall remain deposited in the archives of the International Telecommunication Union, which shall forward a copy to each of the signatory countries.

Done at Malaga-Torremolinos, 25 October 1973.

The signatures following the Final Protocol are the same as those which follow the Convention.

ADDITIONAL PROTOCOLS

ADDITIONAL PROTOCOL I

Expenses of the Union for the Period 1974 to 1979

1. The Administrative Council is authorized to draw up the annual budget of the Union in such a way that the annual expenses of

— the Administrative Council,

— the General Secretariat,

— the International Frequency Registration Board,

— the Secretariats of the International Consultative Committees,

— the Union's laboratories and technical equipment,

do not exceed the following amounts for the years 1974 and onwards until the next Plenipotentiary Conference of the Union:

35 000 000 Swiss francs for the year 1974
36 650 000 Swiss francs for the year 1975
36 600 000 Swiss francs for the year 1976
37 600 000 Swiss francs for the year 1977
38 800 000 Swiss francs for the year 1978
39 980 000 Swiss francs for the year 1979

For the years after 1979, the annual budgets shall not exceed the sum specified for the preceding year by more than 3 % per annum.

2. The Administrative Council is authorized to exceed the limits laid down in paragraph 1 above to cover any expenditure arising from the replacement of members of the International Frequency Registration Board (see Resolution No. 3 of this Conference).

3. Expenditure on conferences referred to in No. 91 of the Convention as well as expenditure on meetings of the International Consultative Committees may be authorized by the Administrative Council.

3.1 During the years 1974 to 1979, the budget adopted by the Administrative Council, subject if necessary to the provisions of subparagraph 3.2 below, shall not exceed the following amounts:

6 600 000 Swiss francs for the year 1974

2 900 000 Swiss francs for the year 1975

11 000 000 Swiss francs for the year 1976

3 400 000 Swiss francs for the year 1977

3 000 000 Swiss francs for the year 1978

14 800 000 Swiss francs for the year 1979.

3.2 If *a)* the Plenipotentiary Conference or *b)* a World Administrative Maritime Radio Conference or *c)* a World Administrative Radio Conference to draw up plans for satellite broadcasting or *d)* a World Administrative Radio Conference on the Aeronautical Mobile (R) Service or *e)* a World Administrative Conference to revise the Radio Regulations is not held in the years 1974 to 1979, the total amounts authorized for such years shall be reduced by 3 800 000 Swiss francs for *a)*, 3 124 000 Swiss francs for *b)*, 3 200 000 Swiss francs for *c)*, 1 950 000 Swiss francs for *d)* and 4 800 000 Swiss francs for *e)*.

If no Plenipotentiary Conference is held in 1979, the Administrative Council shall authorize for each year after 1979 such sums as they consider appropriate for the purposes of the conferences referred to in No. 91 of the Convention and for the purposes of the meetings of the International Consultative Committees.

3.3 The Administrative Council may authorize expenditure in excess of the annual limits specified in sub-paragraph 3.1 above, if the excess can be compensated by sums within the expenditure limits:

— accrued from a previous year; or

— foreseen in a future year.

4. The Council may also exceed the limits established in paragraphs 1 and 3 above to take account of:

4.1 increases in the salary scales, pension contributions or allowances including post adjustments established by the United Nations for application to their staff employed in Geneva;

4.2 fluctuations in the exchange rate between the Swiss franc and the U.S. dollar which would involve additional expenses for the Union.

5. The Administrative Council shall be entrusted with the task of effecting every possible economy. To this end, it shall be the duty of the Administrative Council annually to establish the lowest possible authorized level of expenditure commensurate with the needs of the Union, within the limits established by paragraphs 1 and 3 above, taking account of the provisions of paragraph 4, if need be.

6. If the credits which may be used by the Council by virtue of paragraphs 1 to 4 above prove insufficient to ensure the efficient operation of the Union, the Council may exceed those credits only with the approval of a majority of the Members of the Union after they have been duly consulted. Whenever Members of the Union are consulted, they shall be presented with a full statement of the facts justifying the step.

7 Before considering proposals which might have financial effects, world administrative conferences and the Plenary Assemblies of the Consultative Committees shall have an estimate of the additional expenses which might result therefrom.

8. No decision of an administrative conference or of a Plenary Assembly of a Consultative Committee shall be put into effect if it will result in a

direct or indirect increase in the expenses beyond the credits that the Administrative Council may authorize under the terms of paragraphs 1 to 4 above or in the circumstances envisaged in paragraph 6.

ADDITIONAL PROTOCOL II

Procedure to be followed by Members in choosing their Contributory Class

1. Each Member shall inform the Secretary-General before 1 July 1974 of the class of contribution it has chosen from the table of classes of contributions shown in 92 of the International Telecommunication Convention (Malaga-Torremolinos, 1973).

2. Members who have failed to make known their decision before 1 July 1974 in accordance with the requirements of paragraph 1 above will be required to contribute the same number of units as they contributed under the Montreux Convention (1965).

ADDITIONAL PROTOCOL III

Measures to provide the Possibility for the United Nations of applying the Convention when carrying out any mandate under Article 75 of the Charter of the United Nations

The Plenipotentiary Conference of the International Telecommunication Union (Malaga-Torremolinos, 1973) has agreed to the following arrangements to be applied, in order to provide the possibility for the United Nations of continuing to apply the International Telecommunication Convention, following the decision of the Conference to abolish Associate Membership:

It is agreed that the possibility which the United Nations at present enjoys in conformity with Article 75 of the Charter of the United Nations,

under the International Telecommunication Convention (Montreux, 1965), shall be continued under the Convention (Malaga-Torremolinos, 1973) when it comes into force. Each case shall be considered by the Administrative Council of the Union.

ADDITIONAL PROTOCOL IV

Measures to protect the Rights of Papua New Guinea

The Plenipotentiary Conference of the International Telecommunication Union (Malaga-Torremolinos, 1973) has agreed to the following arrangements to be applied on a temporary basis in order to protect the rights of Papua New Guinea following the Conference's decision to abolish Associate Membership.

1. When the International Telecommunication Convention (Malaga-Torremolinos, 1973) comes into force, Papua New Guinea shall preserve its present status of Associate Member and shall have the same rights and obligations as Members of the Union, except that it shall not have the right to vote in any conference or other organ of the Union or to nominate candidates for membership of the International Frequency Registration Board; nor shall it be eligible for election to the Administrative Council.

2. Consequently, this country may sign and ratify the International Telecommunication Convention (Malaga-Torremolinos, 1973) with a special status comparable to that of Associate Member as defined in the International Telecommunication Convention (Montreux, 1965). Thereafter, it will have a status under the Malaga-Torremolinos Convention, with rights and obligations, comparable to those of an Associate Member, as if this class of membership had been continued in the new Convention. This situation shall prevail until such time as Papua New Guinea becomes a full Member of the Union in accordance with the provisions of the Malaga-Torremolinos Convention.

ADDITIONAL PROTOCOL V

Date on which the Secretary-General and the Deputy Secretary-General shall take Office

The Secretary-General and the Deputy Secretary-General elected by the Plenipotentiary Conference (Malaga-Torremolinos, 1973), in the manner prescribed by it, shall take office on 1 January 1974.

ADDITIONAL PROTOCOL VI

Temporary Arrangements

The Plenipotentiary Conference of the International Telecommunication Union (Malaga-Torremolinos, 1973), has agreed to the following arrangements to be applied on a provisional basis until the coming into force of the International Telecommunication Convention (Malaga-Torremolinos, 1973):

1. The Administrative Council shall be composed of thirty-six Members, elected by the Conference in the manner prescribed in that Convention. The Council may meet immediately thereafter and perform the duties assigned to it under the Convention.

2. The Chairman and the Vice-Chairman to be elected by the Administrative Council during the course of its first session shall remain in office until the election of their successors at the opening of the annual Administrative Council session of 1975.

IN WITNESS WHEREOF, the respective plenipotentiaries have signed these Additional Protocols in each of the Chinese, English, French, Russian and Spanish languages, in a single copy, which shall remain deposited in the archives of the International Telecommunication Union, which shall forward a copy to each of the signatory countries.

Done at Malaga-Torremolinos, 25 October 1973.

The signatures following the Additional Protocols are the same as those which follow the Convention.

CONVENTION INTERNATIONALE DES TELECOMMUNICATIONS

Protocole final, Protocoles additionnels,
Résolutions, Recommandations et Vœux

MALAGA - TORREMOLINOS, 1973

Secrétariat général de l'Union internationale
des télécommunications
GENEVE

TIAS 8572

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CONVENTION INTERNATIONALE DES TELECOMMUNICATIONS

PREMIERE PARTIE

DISPOSITIONS FONDAMENTALES

Préambule

1 En reconnaissant pleinement à chaque pays le droit souverain de réglementer ses télécommunications, les plénipotentiaires des gouvernements contractants, ayant en vue de faciliter les relations et la coopération entre les peuples par le bon fonctionnement des télécommunications, ont, d'un commun accord, arrêté la présente Convention, qui est l'instrument fondamental de l'Union internationale des télécommunications.

CHAPITRE I

Composition, objet et structure de l'Union

ARTICLE 1

Composition de l'Union

2 1. L'Union internationale des télécommunications se compose de Membres qui, eu égard au principe d'universalité et à l'intérêt qu'il y a à ce que la participation à l'Union soit universelle, sont:

3 *a)* tout pays énuméré dans l'Annexe 1, qui signe et ratifie la Convention ou adhère à cet Acte;

4 *b)* tout pays non énuméré dans l'Annexe 1, qui devient Membre des Nations Unies et adhère à la Convention conformément aux dispositions de l'article 46;

5 *c)* tout pays souverain non énuméré dans l'Annexe 1, et non Membre des Nations Unies, qui adhère à la Convention, conformément aux dispositions de l'article 46, après que sa demande d'admission en qualité de Membre de l'Union a été agréée par les deux tiers des Membres de l'Union.

6 2. En application des dispositions du numéro 5, si une demande d'admission en qualité de Membre est présentée dans l'intervalle de deux Conférences de plénipotentiaires, par la voie diplomatique et par l'entremise du pays où est fixé le siège de l'Union, le secrétaire général consulte les Membres de l'Union; un Membre sera considéré comme s'étant abstenu s'il n'a pas répondu dans le délai de quatre mois à compter du jour où il a été consulté.

ARTICLE 2

Droits et obligations des Membres

7 1. Les Membres de l'Union ont les droits et sont soumis aux obligations prévues dans la Convention.

8 2. Les droits des Membres, en ce qui concerne leur participation aux conférences, réunions et consultations de l'Union, sont les suivants:

a) tout Membre a le droit de participer aux conférences de l'Union, est éligible au Conseil d'administration et a le droit de présenter des candidats aux postes de fonctionnaires élus de tous les organismes permanents de l'Union;

9 *b)* tout Membre a droit à une voix à toutes les conférences de l'Union, à toutes les réunions des Comités consultatifs internationaux et, s'il fait partie du Conseil d'administration, à toutes les sessions de ce Conseil;

10 *c)* tout Membre a également droit à une voix dans toute consultation effectuée par correspondance.

ARTICLE 3

Siège de l'Union

11 Le siège de l'Union est fixé à Genève.

ARTICLE 4

Objet de l'Union

12 1. L'Union a pour objet:

a) de maintenir et d'étendre la coopération internationale pour l'amélioration et l'emploi rationnel des télécommunications de toutes sortes;

13 *b)* de favoriser le développement de moyens techniques et leur exploitation la plus efficace, en vue d'augmenter le rendement des services de télécommunication, d'accroître leur emploi et de généraliser le plus possible leur utilisation par le public;

14 *c)* d'harmoniser les efforts des nations vers ces fins.

15 2. A cet effet et plus particulièrement, l'Union:

a) effectue l'attribution des fréquences du spectre radioélectrique et l'enregistrement des assignations de fréquence, de façon à éviter les brouillages nuisibles entre les stations de radiocommunications des différents pays;

16 *b)* coordonne les efforts en vue d'éliminer les brouillages nuisibles entre les stations de radiocommunications des différents pays et d'améliorer l'utilisation du spectre des fréquences;

17 *c)* coordonne les efforts en vue de permettre le développement harmonieux des moyens de télécommunication, notamment ceux faisant appel aux techniques spatiales, de manière à utiliser au mieux les possibilités qu'ils offrent;

18 *d)* favorise la collaboration entre ses Membres en vue de l'établissement de tarifs à des niveaux aussi bas que possible, compatibles avec un service de bonne qualité et une gestion financière des télécommunications saine et indépendante;

19 *e)* encourage la création, le développement et le perfectionnement des installations et des réseaux de télécommunications dans les pays en voie de développement par tous les moyens à sa disposition, en particulier par sa participation aux programmes appropriés des Nations Unies;

20 *f)* provoque l'adoption de mesures permettant d'assurer la sécurité de la vie humaine par la coopération des services de télécommunication;

21 *g)* procède à des études, arrête des réglementations, adopte des résolutions, formule des recommandations et des voeux, recueille et publie des informations concernant les télécommunications.

ARTICLE 5

Structure de l'Union

22 L'Union comprend les organes suivants:

1. la Conférence de plénipotentiaires, organe suprême de l'Union;

23 2. les conférences administratives;

24 3. le Conseil d'administration;

25 4. les organismes permanents désignés ci-après:

a) le Secrétariat général;

26 *b)* le Comité international d'enregistrement des fréquences (I.F.R.B.);

27 *c)* le Comité consultatif international des radiocommunications (C.C.I.R.).

28 *d)* le Comité consultatif international télégraphique et téléphonique (C.C.I.T.T.).

ARTICLE 6

Conférence de plénipotentiaires

29 1. La Conférence de plénipotentiaires est composée de délégations représentant les Membres. Elle est convoquée à intervalles réguliers, normalement tous les cinq ans.

30 2. La Conférence de plénipotentiaires:

a) détermine les principes généraux que doit suivre l'Union pour atteindre les objectifs énoncés à l'article 4 de la présente Convention;

31 *b)* examine le rapport du Conseil d'administration relatant l'activité de tous les organismes de l'Union depuis la dernière Conférence de plénipotentiaires;

32 *c)* établit les bases du budget de l'Union ainsi que le plafond de ses dépenses pour la période allant jusqu'à la prochaine Conférence de plénipotentiaires, après avoir examiné le programme des conférences administratives et des réunions que l'Union tiendra probablement durant cette période;

33 *d)* fixe les traitements de base, les échelles de traitements et le régime des indemnités et pensions de tous les fonctionnaires de l'Union et formule, au besoin, toutes directives générales concernant les effectifs de l'Union;

34 *e)* examine les comptes de l'Union et les approuve définitivement s'il y a lieu;

35 *f)* élit les Membres de l'Union appelés à composer le Conseil d'administration;

36 *g)* élit le secrétaire général et le vice-secrétaire général et fixe la date à laquelle ils prennent leurs fonctions;

37 *h)* élit les membres de l'I.F.R.B. et fixe la date à laquelle ils prennent leurs fonctions;

38 *i)* révise la Convention si elle le juge nécessaire;

39 *j)* conclut ou révise, le cas échéant, les accords entre l'Union et les autres organisations internationales, examine tout accord provisoire conclu par le Conseil d'administration au nom de l'Union avec ces mêmes organisations et lui donne la suite qu'elle juge convenable;

40 *k)* traite toutes les autres questions de télécommunication jugées nécessaires.

ARTICLE 7

Conférences administratives

41 1. Les conférences administratives de l'Union comprennent:

a) les conférences administratives mondiales;

42 *b)* les conférences administratives régionales.

43 2. Les conférences administratives sont normalement convoquées pour traiter de questions de télécommunication particulières. Seules les questions inscrites à leur ordre du jour peuvent y être débattues. Les décisions de ces conférences doivent être, dans tous les cas, conformes aux dispositions de la Convention.

44 3. (1) L'ordre du jour d'une conférence administrative mondiale peut comporter:

a) la révision partielle des Règlements administratifs énumérés au numéro 571;

45 *b)* exceptionnellement, la révision complète d'un ou plusieurs de ces Règlements;

46 *c)* toute autre question de caractère mondial relevant de la compétence de la conférence.

47 (2) L'ordre du jour d'une conférence administrative régionale ne peut porter que sur des questions de télécommunication particulières de caractère régional, y compris des directives destinées au Comité international d'enregistrement des fréquences en ce qui concerne ses activités intéressant la région dont il s'agit, à condition que ces directives ne soient pas contraires aux intérêts d'autres régions. En outre, les décisions d'une telle conférence doivent être, dans tous les cas, conformes aux dispositions des Règlements administratifs.

ARTICLE 8

Conseil d'administration

48 1. (1) Le Conseil d'administration est composé de trente-six Membres de l'Union élus par la Conférence de plénipotentiaires en tenant compte de

la nécessité d'une répartition équitable des sièges du Conseil entre toutes les régions du monde. Sauf dans les cas de vacances se produisant dans les conditions spécifiées par le Règlement général, les Membres de l'Union élus au Conseil d'administration remplissent leur mandat jusqu'à la date à laquelle la Conférence de plénipotentiaires procède à l'élection d'un nouveau Conseil. Ils sont rééligibles.

49 (2) Chaque Membre du Conseil désigne pour siéger au Conseil une personne qui peut être assistée d'un ou plusieurs assesseurs.

50 2. Le Conseil d'administration établit son propre règlement intérieur.

51 3. Dans l'intervalle qui sépare les Conférences de plénipotentiaires, le Conseil d'administration agit en tant que mandataire de la Conférence de plénipotentiaires dans les limites des pouvoirs délégués par celle-ci.

52 4. (1) Le Conseil d'administration est chargé de prendre toutes mesures pour faciliter la mise à exécution, par les Membres, des dispositions de la Convention, des Règlements administratifs, des décisions de la Conférence de plénipotentiaires et, le cas échéant, des décisions des autres conférences et réunions de l'Union ainsi que d'accomplir toutes les autres tâches qui lui sont assignées par la Conférence de plénipotentiaires.

53 (2) Il assure une coordination efficace des activités de l'Union et exerce un contrôle financier effectif sur les organismes permanents.

54 (3) Il favorise la coopération internationale en vue d'assurer par tous les moyens à sa disposition, et notamment par la participation de l'Union aux programmes appropriés des Nations Unies, la coopération technique avec les pays en voie de développement, conformément à l'objet de l'Union, qui est de favoriser par tous les moyens possibles le développement des télécommunications.

ARTICLE 9

Secrétariat général

55 1. (1) Le Secrétariat général est dirigé par un secrétaire général assisté d'un vice-secrétaire général.

56 (2) Le secrétaire général et le vice-secrétaire général prennent leur service à la date fixée au moment de leur élection. Ils restent normalement

en fonctions jusqu'à la date fixée par la Conférence de plénipotentiaires au cours de sa réunion suivante et sont rééligibles.

57 (3) Le secrétaire général prend toutes les mesures requises pour faire en sorte que les ressources de l'Union soient utilisées avec économie et il est responsable devant le Conseil d'administration pour la totalité des aspects administratifs et financiers des activités de l'Union. Le vice-secrétaire général est responsable devant le secrétaire général.

58 2. (1) Si l'emploi de secrétaire général devient vacant, le vice-secrétaire général succède au secrétaire général dans son emploi, qu'il conserve jusqu'à la date fixée par la Conférence de plénipotentiaires au cours de sa réunion suivante; il est éligible à ce poste.

59 (2) Si l'emploi de vice-secrétaire général devient vacant à une date antérieure de plus de 180 jours à celle qui a été fixée pour la réunion de la prochaine Conférence de plénipotentiaires, le Conseil d'administration nomme un successeur pour la durée du mandat restant à courir.

60 (3) Si les emplois de secrétaire général et de vice-secrétaire général deviennent vacants simultanément, le directeur du Comité consultatif international qui a été le plus longtemps en service exerce les fonctions de secrétaire général pendant une durée ne dépassant pas 90 jours. Le Conseil d'administration nomme un secrétaire général et, si les emplois sont devenus vacants à une date antérieure de plus de 180 jours à celle qui a été fixée pour la réunion de la prochaine Conférence de plénipotentiaires, il nomme également un vice-secrétaire général. Un fonctionnaire ainsi nommé reste en service pour la durée restant à courir du mandat de son prédécesseur. Il peut faire acte de candidature à l'élection au poste de secrétaire général ou de vice-secrétaire général à la Conférence de plénipotentiaires précitée.

61 3. Le secrétaire général agit en qualité de représentant légal de l'Union.

62 4. Le vice-secrétaire général assiste le secrétaire général dans l'exercice de ses fonctions et assume les tâches particulières que lui confie le secrétaire général. Il exerce les fonctions du secrétaire général en l'absence de ce dernier.

ARTICLE 10

Comité international d'enregistrement des fréquences

63 1. Le Comité international d'enregistrement des fréquences (I. F. R. B.) est composé de cinq membres indépendant élus par la Conférence de plénipotentiaires. Ces membres sont élus parmi les candidats proposés par les pays Membres de l'Union, de manière à assurer une répartition équitable entre les régions du monde. Chaque Membre de l'Union ne peut proposer qu'un seul candidat, ressortissant de son pays.

64 2. Les membres du Comité international d'enregistrement des fréquences, en s'acquittant de leur tâche, ne représentent pas leur pays ni une région, mais sont des agents impartiaux investis d'un mandat international.

65 3. Les tâches essentielles du Comité international d'enregistrement des fréquences consistent:

a) à effectuer une inscription méthodique des assignations de fréquence faites par les différents pays, de manière à fixer, conformément à la procédure spécifiée dans le Règlement des radiocommunications et, le cas échéant, conformément aux décisions des conférences compétentes de l'Union, la date, le but et les caractéristiques techniques de chacune de ces assignations, afin d'en assurer la reconnaissance internationale officielle;

66 *b)* à effectuer, dans les mêmes conditions et dans le même but, une inscription méthodique des emplacements assignés par les pays aux satellites géostationnaires;

67 *c)* à fournir des avis aux Membres en vue de l'exploitation d'un nombre aussi grand que possible de voies radioélectriques dans les régions du spectre des fréquences où des brouillages nuisibles peuvent se produire ainsi qu'en vue de l'utilisation équitable, efficace et économique de l'orbite des satellites géostationnaires;

68 *d)* à exécuter toutes les tâches additionnelles relatives à l'assignation et à l'utilisation des fréquences ainsi qu'à l'utilisation de l'orbite des satellites géostationnaires conformément aux procédures prévues par le Règlement des radiocommunications, prescrites par une conférence

compétente de l'Union ou par le Conseil d'administration avec le consentement de la majorité des Membres de l'Union en vue de la préparation d'une telle conférence ou en exécution de ses décisions;

69 *e)* à tenir à jour les dossiers indispensables qui ont trait à l'exercice de ses fonctions.

ARTICLE 11

Comités consultatifs internationaux

70 1. (1) Le Comité consultatif international des radiocommunications (C.C.I.R.) est chargé d'effectuer des études et d'émettre des avis sur les questions techniques et d'exploitation se rapportant spécifiquement aux radiocommunications.

71 (2) Le Comité consultatif international télégraphique et téléphonique (C.C.I.T.T.) est chargé d'effectuer des études et d'émettre des avis sur les questions techniques, d'exploitation et de tarification concernant la télégraphie et la téléphonie.

72 (3) Dans l'accomplissement de ses tâches, chaque Comité consultatif international doit porter dûment attention à l'étude des questions et à l'élaboration des avis directement liés à la création, au développement et au perfectionnement des télécommunications dans les pays en voie de développement, dans le cadre régional et dans le domaine international.

73 2. Les Comités consultatifs internationaux ont pour membres:

a) de droit, les administrations de tous les Membres de l'Union;

74 *b)* toute exploitation privée reconnue qui, avec l'approbation du Membre qui l'a reconnue, demande à participer aux travaux de ces Comités.

75 3. Le fonctionnement de chaque Comité consultatif international est assuré par:

a) l'assemblée plénière;

76 *b)* les commissions d'études qu'il constitue;

77 *c)* un directeur, élu par une assemblée plénière et nommé en conformité avec le Règlement général.

78 4. Il est institué une Commission mondiale du Plan ainsi que des Commissions régionales du Plan, selon des décisions conjointes des assemblées plénières des Comités consultatifs internationaux. Ces Commissions élaborent un Plan général pour le réseau international de télécommunications, afin de faciliter le développement coordonné des services internationaux de télécommunication. Elles soumettent aux Comités consultatifs internationaux des questions dont l'étude présente un intérêt particulier pour les pays en voie de développement et qui relèvent du mandat de ces Comités.

79 5. Les méthodes de travail des Comités consultatifs internationaux sont définies dans le Règlement général.

ARTICLE 12

Comité de coordination

80 1. (1) Le Comité de coordination assiste le secrétaire général et lui donne des avis sur les questions d'administration, de finances et de coopération technique intéressant plusieurs organismes permanents ainsi que dans les domaines des relations extérieures et de l'information publique, tenant pleinement compte en cela des décisions du Conseil d'administration et des intérêts de l'Union tout entière.

81 (2) Le Comité examine également toutes questions importantes qui lui sont soumises par le Conseil d'administration. Après étude de ces questions, le Comité présente au Conseil un rapport à leur sujet par l'intermédiaire du secrétaire général.

82 2. Le Comité de coordination est composé du vice-secrétaire général, des directeurs des Comités consultatifs internationaux et du président du Comité international d'enregistrement des fréquences; il est présidé par le secrétaire général.

ARTICLE 13

Les fonctionnaires élus et le personnel de l'Union

83 1. (1) Dans l'accomplissement de leurs fonctions, les fonctionnaires élus ainsi que le personnel de l'Union ne doivent solliciter ni accepter d'instruc-

tions d'aucun gouvernement, ni d'aucune autorité extérieure à l'Union. Ils doivent s'abstenir de tout acte incompatible avec leur situation de fonctionnaires internationaux.

84 (2) Chaque Membre doit respecter le caractère exclusivement international des fonctions des fonctionnaires élus et du personnel de l'Union, et ne pas chercher à les influencer dans l'exécution de leur tâche.

85 (3) En dehors de leurs fonctions, les fonctionnaires élus ainsi que le personnel de l'Union, ne doivent pas avoir de participation ni d'intérêts financiers, de quelque nature que ce soit, dans une entreprise quelconque s'occupant de télécommunications. Toutefois, l'expression « intérêts financiers » ne doit pas être interprétée comme s'opposant à la continuation de versements pour la retraite en raison d'un emploi ou de services antérieurs.

86 2. Le secrétaire général, le vice-secrétaire général et les directeurs des Comités consultatifs internationaux doivent tous être ressortissants de pays différents, Membres de l'Union; il est souhaitable que la même règle s'étende aux membres du Comité international d'enregistrement des fréquences. Lors de l'élection de ces fonctionnaires, il convient de tenir dûment compte des principes exposés au numéro 87 et d'une répartition géographique appropriée entre les régions du monde.

87 3. La considération dominante dans le recrutement et la fixation des conditions d'emploi du personnel doit être la nécessité d'assurer à l'Union les services de personnes possédant les plus hautes qualités d'efficience, de compétence et d'intégrité. L'importance d'un recrutement effectué sur une base géographique aussi large que possible doit être dûment prise en considération.

ARTICLE 14

Organisation des travaux et conduite des débats aux conférences et autres réunions

88 1. Pour l'organisation de leurs travaux et la conduite de leurs débats, les conférences, les assemblées plénières et réunions des Comités consultatifs internationaux appliquent le règlement intérieur compris dans le Règlement général.

89 2. Chaque conférence, assemblée plénière ou réunion des Comités consultatifs internationaux peut adopter les règles qu'elle juge indispensables en complément de celles du règlement intérieur. Toutefois, ces règles complémentaires doivent être compatibles avec les dispositions de la Convention et du Règlement général; s'il s'agit de règles complémentaires adoptées par des assemblées plénières et des commissions d'études, elles sont publiées sous forme de résolution dans les documents des assemblées plénières.

ARTICLE 15

Finances de l'Union

90 1. Les dépenses de l'Union comprennent les frais afférents:

a) au Conseil d'administration et aux organismes permanents de l'Union;

91 *b)* aux Conférences de plénipotentiaires et aux conférences administratives mondiales.

92 2. Les dépenses de l'Union sont couvertes par les contributions de ses Membres, déterminées en fonction du nombre d'unités correspondant à la classe de contribution choisie par chaque Membre selon le tableau suivant:

classe de 30 unités	classe de 5 unités
classe de 25 unités	classe de 4 unités
classe de 20 unités	classe de 3 unités
classe de 18 unités	classe de 2 unités
classe de 15 unités	classe de 1 ½ unités
classe de 13 unités	classe de 1 unité
classe de 10 unités	classe de ½ unité
classe de 8 unités	

93 3. Les Membres choisissent librement la classe de contribution selon laquelle ils entendent participer aux dépenses de l'Union.

94 4. Aucune réduction du nombre d'unités de contribution, établi conformément à la Convention, ne peut prendre effet pendant la durée de validité de cette Convention.

95 5. Les dépenses des conférences administratives régionales visées au numéro 42 sont supportées par tous les Membres de la région concernée,

selon la classe de contribution de ces derniers et, sur la même base, par ceux des Membres d'autres régions qui ont éventuellement participé à de telles conférences.

96 6. Les Membres payent à l'avance leur part contributive annuelle, calculée d'après le budget arrêté par le Conseil d'administration.

97 7. Un Membre en retard dans ses paiements à l'Union perd son droit de vote défini aux numéros 9 et 10, tant que le montant de ses arriérés est égal ou supérieur au montant des contributions à payer par ce Membre pour les deux années précédentes.

98 8. Les dispositions régissant les contributions financières des exploitations privées reconnues, des organismes scientifiques ou industriels et des organisations internationales figurent dans le Règlement général.

ARTICLE 16

Langues

99 1. (1) L'Union a pour langues officielles: l'anglais, le chinois, l'espagnol, le français et le russe.

100 (2) L'Union a pour langues de travail: l'anglais, l'espagnol et le français.

101 (3) En cas de contestation, le texte français fait foi.

102 2. (1) Les documents définitifs des Conférences de plénipotentiaires et des conférences administratives, leurs Actes finals, protocoles, résolutions, recommandations et voeux sont établis dans les langues officielles de l'Union, d'après des rédactions équivalentes aussi bien dans la forme que dans le fond.

103 (2) Tous les autres documents de ces conférences sont rédigés dans les langues de travail de l'Union.

104 3. (1) Les documents officiels de service de l'Union prescrits dans les Règlements administratifs sont publiés dans les cinq langues officielles.

105 (2) Tous les autres documents dont le secrétaire général doit, conformément à ses attributions, assurer la distribution générale, sont établis dans les trois langues de travail.

106 4. Dans les débats des conférences de l'Union, et dans les réunions de son Conseil d'administration et de ses Comités consultatifs internationaux, un système efficace d'interprétation réciproque dans les cinq langues officielles doit être utilisé. Cependant, lorsque tous les participants à une conférence ou à une réunion conviennent de cette procédure, les débats peuvent avoir lieu dans un nombre de langues inférieur aux cinq langues ci-dessus. L'interprétation entre ces langues et l'arabe est assurée aux Conférences de plénipotentiaires et aux conférences administratives de l'Union.

ARTICLE 17

Capacité juridique de l'Union

107 L'Union jouit, sur le territoire de chacun de ses Membres, de la capacité juridique qui lui est nécessaire pour exercer ses fonctions et atteindre ses objectifs.

CHAPITRE II

Dispositions générales relatives aux télécommunications

ARTICLE 18

Droit du public à utiliser le service international des télécommunications

108 Les Membres reconnaissent au public le droit de correspondre au moyen du service international de correspondance publique. Les services, les taxes et les garanties sont les mêmes pour tous les usagers, dans chaque catégorie de correspondance, sans priorité ni préférence quelconque.

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ARTICLE 19

Arrêt des télécommunications

109 1. Les Membres se réservent le droit d'arrêter la transmission de tout télégramme privé qui paraîtrait dangereux pour la sûreté de l'Etat ou contraire à ses lois, à l'ordre public ou aux bonnes moeurs, à charge d'aviser inmédiatement le bureau d'origine de l'arrêt total du télégramme ou d'une partie quelconque de celui-ci, sauf dans le cas où cette notification paraîtrait dangereuse pour la sûreté de l'Etat.

110 2. Les Membres se réservent aussi le droit d'interrompre toute autre télécommunication privée qui peut paraître dangereuse pour la sûreté de l'Etat ou contraire à ses lois, à l'ordre public ou aux bonnes moeurs.

ARTICLE 20

Suspension du service

111 Chaque Membre se réserve le droit de suspendre le service des télécommunications internationales pour une durée indéterminée, soit d'une manière générale, soit seulement pour certaines relations et/ou pour certaines natures de correspondances de départ, d'arrivée ou de transit, à charge pour lui d'en aviser immédiatement chacun des autres Membres par l'intermédiaire du secrétaire général.

ARTICLE 21

Responsabilité

112 Les Membres n'acceptent aucune responsabilité à l'égard des usagers des services internationaux de télécommunication, notamment en ce qui concerne les réclamations tendant à obtenir des dommages et intérêts.

ARTICLE 22

Secret des télécommunications

113 1. Les Membres s'engagent à prendre toutes les mesures possibles, compatibles avec le système de télécommunication employé, en vue d'assurer le secret des correspondances internationales.

114 2. Toutefois, ils se réservent le droit de communiquer ces correspondances aux autorités compétentes, afin d'assurer l'application de leur législation intérieure ou l'exécution des conventions internationales auxquelles ils sont parties.

ARTICLE 23

Etablissement, exploitation et sauvegarde des voies et des installations de télécommunication

115 1. Les Membres prennent les mesures utiles en vue d'établir, dans les meilleures conditions techniques, les voies et installations nécessaires pour assurer l'échange rapide et ininterrompu des télécommunications internationales.

116 2. Autant que possible, ces voies et installations doivent être exploitées selon les méthodes et procédures que l'expérience pratique de l'exploitation a révélées les meilleures, entretenues en bon état d'utilisation et maintenues au niveau des progrès scientifiques et techniques.

117 3. Les Membres assurent la sauvegarde de ces voies et installations dans les limites de leur juridiction.

118 4. A moins d'arrangements particuliers fixant d'autres conditions, tous les Membres prennent les mesures utiles pour assurer la maintenance de celles des sections de circuits internationaux de télécommunication qui sont comprises dans les limites de leur contrôle.

ARTICLE 24

Notification des contraventions

119 Afin de faciliter l'application des dispositions de l'article 44, les Membres s'engagent à se renseigner mutuellement au sujet des contraventions aux dispositions de la présente Convention et des Règlements y annexés.

ARTICLE 25

Priorité des télécommunications relatives à la sécurité de la vie humaine

120 Les services internationaux de télécommunication doivent accorder la priorité absolue à toutes les télécommunications relatives à la sécurité de la vie humaine en mer, sur terre, dans les airs et dans l'espace extra-atmosphérique, ainsi qu'aux télécommunications épidémiologiques d'urgence exceptionnelle de l'Organisation mondiale de la santé.

ARTICLE 26

Priorité des télégrammes d'Etat, des appels et des conversations téléphoniques d'Etat

121 Sous réserve des dispositions des articles 25 et 36, les télégrammes d'Etat jouissent d'un droit de priorité sur les autres télégrammes, lorsque l'expéditeur en fait la demande. Les appels et conversations téléphoniques d'Etat peuvent également, sur demande expresse et dans la mesure du possible, bénéficier d'un droit de priorité sur les autres appels et conversations téléphoniques.

ARTICLE 27

Langage secret

122 1. Les télégrammes d'Etat, ainsi que les télégrammes de service, peuvent être rédigés en langage secret dans toutes les relations.

123 2. Les télégrammes privés en langage secret peuvent être admis entre tous les pays à l'exception de ceux qui ont préalablement notifié, par l'intermédiaire du secrétaire général, qu'ils n'admettent pas ce langage pour cette catégorie de correspondance.

124 3. Les Membres qui n'admettent pas les télégrammes privés en langage secret en provenance ou à destination de leur propre territoire, doivent les accepter en transit, sauf dans le cas de suspension de service prévu à l'article 20.

ARTICLE 28

Taxes et franchise

125 Les dispositions relatives aux taxes des télécommunications et les divers cas dans lesquels la franchise est accordée sont fixés dans les Règlements administratifs annexés à la présente Convention.

ARTICLE 29

Etablissement et reddition des comptes

126 Les règlements de comptes internationaux sont considérés comme transactions courantes et effectués en accord avec les obligations internationales courantes des pays intéressés, lorsque les gouvernements ont conclu des arrangements à ce sujet. En l'absence d'arrangements de ce genre ou d'accords particuliers conclus dans les conditions prévues à l'article 31, ces règlements de comptes sont effectués conformément aux dispositions des Règlements administratifs.

ARTICLE 30

Unité monétaire

127 L'unité monétaire employée à la composition des tarifs des télécommunications internationales et à l'établissement des comptes internationaux est le franc-or à 100 centimes, d'un poids de 10/31 de gramme et d'un titre de 0,900.

ARTICLE 31

Arrangements particuliers

128 Les Membres se réservent, pour eux-mêmes, pour les exploitations privées reconnues par eux et pour d'autres exploitations dûment autorisées à cet effet, la faculté de conclure des arrangements particuliers sur des questions de télécommunication qui n'intéressent pas la généralité des Membres. Tou-

tefois, ces arrangements ne doivent pas aller à l'encontre des dispositions de la présente Convention ou des Règlements administratifs y annexés, en ce qui concerne les brouillages nuisibles que leur mise à exécution serait susceptible de causer aux services de radiocommunication des autres pays.

ARTICLE 32

Conférences régionales, arrangements régionaux, organisations régionales

129 Les Membres se réservent le droit de tenir des conférences régionales, de conclure des arrangements régionaux et de créer des organisations régionales, en vue de régler des questions de télécommunication susceptibles d'être traitées sur un plan régional. Les arrangements régionaux ne doivent pas être en contradiction avec la présente Convention.

CHAPITRE III

Dispositions spéciales relatives aux radiocommunications

ARTICLE 33

Utilisation rationnelle du spectre des fréquences radioélectriques et de l'orbite des satellites géostationnaires

130 1. Les Membres s'efforcent de limiter le nombre de fréquences et l'étendue du spectre utilisé au minimum indispensable pour assurer de manière satisfaisante le fonctionnement des services nécessaires. A cette fin, ils s'efforcent d'appliquer dans les moindres délais les derniers perfectionnements de la technique.

131 2. Lors de l'utilisation de bandes de fréquences pour les radiocommunications spatiales, les Membres tiennent compte du fait que les fréquences et l'orbite des satellites géostationnaires sont des ressources naturelles limitées qui doivent être utilisées de manière efficace et économique, afin de permettre un accès équitable à cette orbite et à ces fréquences

aux différents pays ou groupes de pays, selon leurs besoins et les moyens techniques dont ils peuvent disposer, conformément aux dispositions du Règlement des radiocommunications.

ARTICLE 34

Intercommunication

132 1. Les stations qui assurent les radiocommunications dans le service mobile sont tenues, dans les limites de leur affectation normale, d'échanger réciproquement les radiocommunications sans distinction du système radioélectrique adopté par elles.

133 2. Toutefois, afin de ne pas entraver les progès scientifiques, les dispositions du numéro 132 n'empêchent pas l'emploi d'un système radioélectrique incapable de communiquer avec d'autres systèmes, pourvu que cette incapacité soit due à la nature spécifique de ce système et qu'elle ne soit pas l'effet de dispositifs adoptés uniquement en vue d'empêcher l'intercommunication.

134 3. Nonobstant les dispositions du numéro 132, une station peut être affectée à un service international restreint de télécommunication, déterminé par le but de ce service ou par d'autres circonstances indépendantes du système employé.

ARTICLE 35

Brouillages nuisibles

135 1. Toutes les stations, quel que soit leur objet, doivent être établies et exploitées de manière à ne pas causer de brouillages nuisibles aux communications ou services radioélectriques des autres Membres, des exploitations privées reconnues et des autres exploitations dûment autorisées à assurer un service de radiocommunication, et qui fonctionnent en se conformant aux dispositions du Règlement des radiocommunications.

136 2. Chaque Membre s'engage à exiger, des exploitations privées reconnues par lui et des autres exploitations dûment autorisées à cet effet, l'observation des prescriptions du numéro 135.

137 3. De plus, les Membres reconnaissent désirable de prendre les mesures pratiquement possibles pour empêcher que le fonctionnement des appareils et installations électriques de toutes sortes ne cause des brouillages nuisibles aux communications ou services radioélectriques visés au numéro 135.

ARTICLE 36

Appels et messages de détresse

138 Les stations de radiocommunications sont obligées d'accepter en priorité absolue les appels et messages de détresse quelle qu'en soit la provenance, de répondre de même à ces messages et d'y donner immédiatement la suite qu'ils comportent.

ARTICLE 37

Signaux de détresse, d'urgence, de sécurité ou d'identification faux ou trompeurs

139 Les Membres s'engagent à prendre les mesures utiles pour réprimer la transmission ou la mise en circulation de signaux de détresse, d'urgence, de sécurité ou d'identification faux ou trompeurs, et à collaborer en vue de localiser et d'identifier les stations de leur propre pays qui émettent de tels signaux.

ARTICLE 38

Installations des services de défense nationale

140 1. Les Membres conservent leur entière liberté relativement aux installations radioélectriques militaires de leurs armées et de leurs forces navales et aériennes.

141 2. Toutefois, ces installations doivent, autant que possible, observer les dispositions réglementaires relatives aux secours à prêter en cas de détresse et aux mesures à prendre pour empêcher les brouillages nuisibles,

ainsi que les prescriptions des Règlements administratifs concernant les types d'émission et les fréquences à utiliser, selon la nature du service qu'elles assurent.

142 3. En outre, lorsque ces installations participent au service de la correspondance publique ou aux autres services régis par les Règlements administratifs annexés à la présente Convention, elles doivent se conformer, en général, aux prescriptions réglementaires applicables à ces services.

CHAPITRE IV

Relations avec les Nations Unies et les organisations internationales

ARTICLE 39

Relations avec les Nations Unies

143 1. Les relations entre les Nations Unies et l'Union internationale des télécommunications sont définies dans l'Accord conclu entre ces deux organisations, dont le texte figure dans l'Annexe 3 à la présente Convention.

144 2. Conformément aux dispositions de l'article XVI de l'Accord ci-dessus mentionné, les services d'exploitation des télécommunications des Nations Unies jouissent des droits et sont soumis aux obligations prévues dans cette Convention et dans les Règlements administratifs. Ils ont, en conséquence, le droit d'assister, à titre consultatif, à toutes les conférences de l'Union, y compris les réunions des Comités consultatifs internationaux.

ARTICLE 40

Relations avec les organisations internationales

145 Afin d'aider à la réalisation d'une entière coordination internationale dans le domaine des télécommunications, l'Union collabore avec les organisations internationales qui ont des intérêts et des activités connexes.

CHAPITRE V

Application de la Convention et des Règlements

ARTICLE 41

Dispositions fondamentales et Règlement général

146 En cas de divergence entre une disposition de la première partie de la Convention (Dispositions fondamentales, numéros 1 à 170) et une disposition de la seconde partie (Règlement général, numéros 201 à 571), la première prévaut.

ARTICLE 42

Règlements administratifs

147 1. Les dispositions de la Convention sont complétées par les Règlements administratifs, qui régissent l'utilisation des télécommunications et lient tous les Membres.

148 2. La ratification de la présente Convention conformément à l'article 45 ou l'adhésion à la présente Convention conformément à l'article 46, implique l'acceptation des Règlements administratifs en vigueur au moment de cette ratification ou de cette adhésion.

149 3. Les Membres doivent informer le secrétaire général de leur approbation de toute révision de ces Règlements par des conférences administratives compétentes. Le secrétaire général notifie ces approbations aux Membres au fur et à mesure qu'il les reçoit.

150 4. En cas de divergence entre une disposition de la Convention et une disposition d'un Règlement administratif, la Convention prévaut.

ARTICLE 43

Validité des Règlements administratifs en vigueur

151 Les Règlements administratifs visés au numéro 147 sont ceux en vigueur au moment de la signature de la présente Convention. Ils sont considérés comme annexés à la présente Convention et demeurent valables, sous réserve des révisions partielles qui peuvent être adoptées aux termes du numéro 44, jusqu'au moment de l'entrée en vigueur des nouveaux Règlements élaborés par les conférences administratives mondiales compétentes et destinés à les remplacer en tant qu'annexes à la présente Convention.

ARTICLE 44

Exécution de la Convention et des Règlements

152 1. Les Membres sont tenus de se conformer aux dispositions de la présente Convention et des Règlements administratifs y annexés dans tous les bureaux et dans toutes les stations de télécommunication établis ou exploités par eux et qui assurent des services internationaux ou qui peuvent provoquer des brouillages nuisibles aux services de radiocommunication d'autres pays, sauf en ce qui concerne les services qui échappent à ces obligations en vertu des dispositions de l'article 38.

153 2. Ils doivent en outre prendre les mesures nécessaires pour imposer l'observation des dispositions de la présente Convention et des Règlements administratifs aux exploitations autorisées par eux à établir et à exploiter des télécommunications et qui assurent des services internationaux ou exploitent des stations pouvant causer des brouillages nuisibles aux services de radiocommunication d'autres pays.

ARTICLE 45

Ratification de la Convention

154 1. La présente Convention sera ratifiée par chacun des gouvernements signataires selon les règles constitutionnelles en vigueur dans les pays respectifs. Les instruments de ratification seront adressés, dans le plus bref délai

possible, par la voie diplomatique et par l'entremise du gouvernement du pays où se trouve le siège de l'Union, au secrétaire général qui les notifie aux Membres.

155 2. (1) Pendant une période de deux ans à compter de la date d'entrée en vigueur de la présente Convention, tout gouvernement signataire jouit des droits conférés aux Membres de l'Union aux numéros 8 à 10, même s'il n'a pas déposé d'instrument de ratification aux termes du numéro 154.

156 (2) A l'expiration d'une période de deux ans à compter de la date d'entrée en vigueur de la présente Convention, un gouvernement signataire qui n'a pas déposé d'instrument de ratification aux termes du numéro 154 n'a plus qualité pour voter à aucune conférence de l'Union, à aucune session du Conseil d'administration, à aucune réunion des organismes permanents de l'Union, ni lors d'aucune consultation par correspondance effectuée en conformité avec les dispositions de la Convention, et cela tant que l'instrument de ratification n'a pas été déposé. Les droits de ce gouvernement, autres que les droits de vote, ne sont pas affectés.

157 3. Après l'entrée en vigueur de la présente Convention conformément à l'article 52, chaque instrument de ratification prend effet à la date de dépôt auprès du secrétaire général.

158 4. Dans le cas où l'un ou plusieurs des gouvernements signataires ne ratifieraient pas la Convention, celle-ci n'en serait pas moins valable pour les gouvernements qui l'auraient ratifiée.

ARTICLE 46

Adhésion à la Convention

159 1. Le gouvernement d'un pays qui n'a pas signé la présente Convention peut y adhérer en tout temps sous réserve des dispositions de l'article 1.

160 2. L'instrument d'adhésion est adressé au secrétaire général par la voie diplomatique et par l'entremise du gouvernement du pays où se trouve le siège de l'Union. Il prend effet à la date de son dépôt, à moins qu'il n'en soit stipulé autrement. Le secrétaire général notifie l'adhésion aux Membres et transmet à chacun d'eux une copie authentifiée de l'Acte.

ARTICLE 47

Dénonciation de la Convention

161 1. Tout Membre qui a ratifié la présente Convention ou qui y a adhéré a le droit de la dénoncer par une notification adressée au secrétaire général par la voie diplomatique et par l'entremise du gouvernement du pays où se trouve le siège de l'Union. Le secrétaire général en avise les autres Membres.

162 2. Cette dénonciation produit son effet à l'expiration d'une période d'une année à partir du jour où le secrétaire général a reçu la notification.

ARTICLE 48

Abrogation de la Convention internationale des télécommunications de Montreux (1965)

163 La présente Convention abroge et remplace la Convention internationale des télécommunications de Montreux (1965) dans les relations entre les gouvernements contractants.

ARTICLE 49

Relations avec des Etats non contractants

164 Tous les Membres se réservent, pour eux-mêmes et pour les exploitations privées reconnues, la faculté de fixer les conditions dans lesquelles ils admettent les télécommunications échangées avec un Etat qui n'est pas partie à la présente Convention. Si une télécommunication originaire d'un Etat non contractant est acceptée par un Membre, elle doit être transmise et, pour autant qu'elle emprunte les voies de télécommunication d'un Membre, les dispositions obligatoires de la Convention et des Règlements administratifs ainsi que les taxes normales lui sont appliquées.

ARTICLE 50

Règlement des différends

165 1. Les Membres peuvent régler leurs différends sur les questions relatives à l'interprétation ou à l'application de la présente Convention ou des Règlements prévus à l'article 42 par la voie diplomatique, ou suivant les procédures établies par les traités bilatéraux ou multilatéraux conclus entre eux pour le règlement des différends internationaux, ou par toute autre méthode dont ils pourraient décider d'un commun accord.

166 2. Au cas où aucun de ces moyens de règlement ne serait adopté, tout Membre, partie dans un différend, peut avoir recours à l'arbitrage, conformément à la procédure définie au Règlement général ou au Protocole additionnel facultatif, selon le cas.

CHAPITRE VI

Définitions

ARTICLE 51

Définitions

167 Dans la présente Convention, à moins de contradiction avec le contexte:

a) les termes qui sont définis dans l'Annexe 2 à la présente Convention ont le sens qui leur est assigné dans cette Annexe;

168 *b)* les autres termes définis dans les Règlements visés à l'article 42 ont le sens qui leur est assigné dans ces Règlements.

CHAPITRE VII

Disposition finale

ARTICLE 52

Mise en vigueur et enregistrement de la Convention

169 La présente Convention entrera en vigueur le 1er janvier 1975 entre les Membres pour lesquels les instruments de ratification ou d'adhésion auront été déposés avant cette date.

170 Conformément aux dispositions de l'article 102 de la Charte des Nations Unies, le secrétaire général de l'Union enregistrera la présente Convention auprès du Secrétariat des Nations Unies.

SECONDE PARTIE

REGLEMENT GENERAL

CHAPITRE VIII

Fonctionnement de l'Union

ARTICLE 53

Conférence de plénipotentiaires

201 1. (1) La Conférence de plénipotentiaires se réunit à intervalles réguliers, normalement tous les cinq ans.

202 (2) Si cela est pratiquement possible, la date et le lieu d'une Conférence de plénipotentiaires sont fixés par la Conférence de plénipotentiaires précédente; dans le cas contraire, cette date et ce lieu sont déterminés par le Conseil d'administration avec l'accord de la majorité des Membres de l'Union.

203 2. (1) La date et le lieu de la prochaine Conférence de plénipotentiaires, ou l'un des deux seulement, peuvent être changés:

a) à la demande d'au moins un quart des Membres de l'Union, adressée individuellement au secrétaire général;

204 *b)* sur proposition du Conseil d'administration.

205 (2) Dans les deux cas, une nouvelle date et un nouveau lieu, ou l'un des deux seulement, sont fixés avec l'accord de la majorité des Membres de l'Union.

ARTICLE 54

Conférences administratives

206 1. (1) L'ordre du jour d'une conférence administrative est fixé par le Conseil d'administration, avec l'accord de la majorité des Membres de l'Union s'il s'agit d'une conférence administrative mondiale, ou de la majorité des Membres de la région considérée s'il s'agit d'une conférence administrative régionale, sous réserve des dispositions du numéro 225.

207 (2) Le cas échéant, cet ordre du jour comprend toute question dont l'inclusion a été décidée par une Conférence de plénipotentiaires.

208 (3) Une conférence administrative mondiale traitant de radiocommunications peut également porter à son ordre du jour des directives à donner au Comité international d'enregistrement des fréquences touchant ses activités et l'examen de celles-ci.

209 2. (1) Une conférence administrative mondiale est convoquée:

a) sur décision d'une Conférence de plénipotentiaires, qui peut fixer la date et le lieu de sa réunion;

210 *b)* sur recommandation d'une conférence administrative mondiale précédente, sous réserve d'approbation par le Conseil d'administration;

211 *c)* à la demande d'au moins un quart des Membres de l'Union, adressée individuellement au secrétaire général;

212 *d)* sur proposition du Conseil d'administration.

213 (2) Dans les cas visés aux numéros 210, 211, 212 et éventuellement 209, la date et le lieu de la conférence sont fixés par le Conseil d'administration avec l'accord de la majorité des Membres de l'Union, sous réserve des dispositions du numéro 225.

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214 3. (1) Une conférence administrative régionale est convoquée:

a) sur décision d'une Conférence de plénipotentiaires;

215 *b)* sur recommandation d'une conférence administrative mondiale ou régionale précédente, sous réserve d'approbation par le Conseil d'administration;

216 *c)* à la demande d'au moins un quart des Membres de l'Union appartenant à la région intéressée, adressée individuellement au secrétaire général;

217 *d)* sur proposition du Conseil d'administration.

218 (2) Dans les cas visés aux numéros 215, 216, 217 et éventuellement 214, la date et le lieu de la conférence sont fixés par le Conseil d'administration avec l'accord de la majorité des Membres de l'Union appartenant à la région considérée, sous réserve des dispositions du numéro 225.

219 4. (1) L'ordre du jour, la date et le lieu d'une conférence administrative peuvent être changés:

a) à la demande d'au moins un quart des Membres de l'Union s'il s'agit d'une conférence administrative mondiale, ou d'un quart des Membres de l'Union appartenant à la région considérée s'il s'agit d'une conférence administrative régionale. Les demandes sont adressées individuellement au secrétaire général qui en saisit le Conseil d'administration aux fins d'approbation;

220 *b)* sur proposition du Conseil d'administration.

221 (2) Dans les cas visés aux numéros 219 et 220, les modifications proposées ne sont définitivement adoptées qu'avec l'accord de la majorité des Membres de l'Union s'il s'agit d'une conférence administrative mondiale, ou de la majorité des Membres de l'Union appartenant à la région considérée s'il s'agit d'une conférence administrative régionale, sous réserve des dispositions du numéro 225.

222 5. (1) Le Conseil d'administration peut juger utile de faire précéder la session principale d'une conférence administrative d'une réunion préparatoire chargée d'établir des propositions concernant les bases techniques des travaux de la conférence.

223 (2) La convocation de cette réunion préparatoire et son ordre du jour doivent être approuvés par la majorité des Membres de l'Union s'il s'agit d'une conférence administrative mondiale, ou par la majorité des Membres de l'Union appartenant à la région intéressée s'il s'agit d'une conférence administrative régionale, sous réserve des dispositions du numéro 225.

224 (3) A moins que la réunion préparatoire d'une conférence administrative n'en décide autrement, les textes qu'elle a finalement approuvés sont rassemblés sous la forme d'un rapport qui est approuvé par cette réunion et signé par son président.

225 6. Dans les consultations visées aux numéros 206, 213, 218, 221 et 223, les Membres de l'Union qui n'ont pas répondu dans le délai fixé par le Conseil d'administration sont considérés comme n'ayant pas participé à ces consultations et en conséquence ne sont pas pris en considération dans le calcul de la majorité. Si le nombre des réponses reçues ne dépasse pas la moitié du nombre des Membres de l'Union consultés, on procède à une nouvelle consultation dont le résultat sera déterminant quel que soit le nombre de suffrages exprimés.

ARTICLE 55

Conseil d'administration

226 1. (1) Le Conseil d'administration est composé de Membres de l'Union élus par la Conférence de plénipotentiaires.

227 (2) Si, entre deux Conférences de plénipotentiaires, une vacance se produit au sein du Conseil d'administration, le siège revient de droit au Membre de l'Union qui a obtenu, lors du dernier scrutin, le plus grand nombre de suffrages parmi les Membres qui font partie de la même région et dont la candidature n'a pas été retenue.

228 (3) Un siège au Conseil est considéré comme vacant:

a) lorsqu'un Membre du Conseil ne s'est pas fait représenter à deux sessions annuelles consécutives du Conseil;

229 *b)* lorsqu'un pays Membre de l'Union se démet de ses fonctions de Membre du Conseil.

230 2. Dans la mesure du possible, la personne désignée par un Membre du Conseil d'administration pour siéger au Conseil est un fonctionnaire de son administration des télécommunications ou est directement responsable devant cette administration ou en son nom; cette personne doit être qualifiée en raison de son expérience des services de télécommunication.

231 3. Le Conseil d'administration élit ses propres président et vice-président au début de chaque session annuelle. Ceux-ci restent en fonctions jusqu'à l'ouverture de la session annuelle suivante et sont rééligibles. Le vice-président remplace le président en l'absence de ce dernier.

232 4. (1) Le Conseil d'administration se réunit en session annuelle au siège de l'Union.

233 (2) Au cours de cette session, il peut décider de tenir exceptionnellement une session supplémentaire.

234 (3) Dans l'intervalle des sessions ordinaires, il peut être convoqué, en principe au siège de l'Union, par son président, à la demande de la majorité de ses Membres, ou à l'initiative de son président dans les conditions prévues au numéro 255.

235 5. Le secrétaire général et le vice-secrétaire général, le président et le vice-président du Comité international d'enregistrement des fréquences et les directeurs des Comités consultatifs internationaux participent de plein droit aux délibérations du Conseil d'administration, mais sans prendre part aux votes. Toutefois, le Conseil peut tenir des séances réservées à ses seuls membres.

236 6. Le secrétaire général assume les fonctions de secrétaire du Conseil d'administration.

237 7. Le Conseil d'administration ne prend de décision que lorsqu'il est en session.

238 8. Le représentant de chacun des Membres du Conseil d'administration a le droit d'assister en qualité d'observateur à toutes les réunions des organismes permanents de l'Union désignés aux numéros 26, 27 et 28.

239 9. Seuls les frais de voyage et de subsistance engagés par le représentant de chacun des Membres du Conseil d'administration pour exercer ses fonctions aux sessions du Conseil sont à la charge de l'Union.

240 10. Pour l'exécution des attributions qui lui sont dévolues par la Convention, le Conseil d'administration, en particulier:

a) est chargé, dans l'intervalle qui sépare les Conférences de plénipotentiaires, d'assurer la coordination avec toutes les organisations internationales visées aux articles 39 et 40. A cet effet, il conclut au nom de l'Union des accords provisoires avec les organisations internationales visées à l'article 40 et avec les Nations Unies en application de l'Accord entre l'Organisation des Nations Unies et l'Union internationale des télécommunications; ces accords provisoires doivent être soumis à la Conférence de plénipotentiaires suivante conformément aux dispositions du numéro 39;

241 *b)* arrête l'effectif et la hiérarchie du personnel du Secrétariat général et des secrétariats spécialisés des organismes permanents de l'Union, en tenant compte des directives générales données par la Conférence de plénipotentiaires;

242 *c)* établit tous les règlements qu'il juge nécessaires aux activités administratives et financières de l'Union, ainsi que les règlements administratifs destinés à tenir compte de la pratique courante de l'Organisation des Nations Unies et des institutions spécialisées qui appliquent le régime commun des traitements, indemnités et pensions;

243 *d)* contrôle le fonctionnement administratif de l'Union;

244 *e)* examine et arrête le budget annuel de l'Union, compte tenu des limites fixées pour les dépenses par la Conférence de plénipotentiaires, en réalisant toutes les économies possibles, mais en gardant à l'esprit l'obligation faite à l'Union d'obtenir des résultats satisfaisants aussi rapidement que possible par l'intermédiaire des conférences et des programmes de travail des organismes permanents; ce faisant, le Conseil tient compte aussi des plans de travail mentionnés au numéro 286 et de toutes analyses de coûts/bénéfices mentionnées au numéro 287;

245 *f)* prend tous arrangements nécessaires en vue de la vérification annuelle des comptes de l'Union établis par le secrétaire général et approuve ces comptes, s'il y a lieu, pour les soumettre à la Conférence de plénipotentiaires suivante;

246 *g)* ajuste, s'il est nécessaire:

1. les échelles de base des traitements du personnel de la catégorie professionnelle et des catégories supérieures, à l'exclusion des traitements des postes auxquels il est pourvu par voie d'élection, afin de les adapter aux échelles de base des traitements fixées par les Nations Unies pour les catégories correspondantes du régime commun;

247 2. les échelles de base des traitements du personnel de la catégorie des services généraux, afin de les adapter aux salaires appliqués par les Nations Unies et les institutions spécialisées au siège de l'Union;

248 3. les indemnités de poste de la catégorie professionnelle et des catégories supérieures, y compris celles des postes auxquels il est pourvu par voie d'élection, conformément aux décisions des Nations Unies valables pour le siège de l'Union;

249 4. les indemnités dont bénéficie tout le personnel de l'Union, en harmonie avec toutes les modifications adoptées dans le régime commun des Nations Unies;

250 5. les contributions de l'Union et du personnel à la Caisse commune des pensions du personnel des Nations Unies, conformément aux décisions du Comité mixte de cette Caisse;

251 6. les indemnités de cherté de vie accordées aux bénéficiaires de la Caisse d'assurance du personnel de l'Union selon la pratique suivie par les Nations Unies;

252 *h)* prend les dispositions nécessaires pour la convocation des Conférences de plénipotentiaires et des conférences administratives de l'Union conformément aux articles 53 et 54;

253 *i)* soumet à la Conférence de plénipotentiaires les avis qu'il juge utiles;

254 *j)* examine et coordonne les programmes de travail ainsi que leur progrès, de même que les arrangements de travail des organismes permanents, y compris les calendriers des réunions, et prend les mesures qu'il estime appropriées;

255 *k)* procède à la désignation d'un titulaire au poste devenu vacant de secrétaire général et/ou de vice-secrétaire général dans la situation

visée au numéro 59 ou 60 et cela au cours d'une de ses sessions régulières si la vacance s'est produite dans les 90 jours qui précèdent cette session, ou bien au cours d'une session convoquée par son président dans les périodes prévues aux numéros susmentionnés;

256 *l)* procède à la désignation d'un titulaire au poste devenu vacant de directeur d'un Comité consultatif international, à la première session régulière tenue après la date où la vacance s'est produite. Un directeur ainsi nommé reste en fonctions jusqu'à l'assemblée plénière suivante, comme le stipule le numéro 305; il peut être élu à ce poste;

257 *m)* procède à la désignation d'un titulaire au poste devenu vacant de membre du Comité international d'enregistrement des fréquences selon la procédure prévue au numéro 297;

258 *n)* remplit les autres fonctions prévues dans la Convention et, dans le cadre de celle-ci et des Règlements administratifs, toutes les fonctions jugées nécessaires à la bonne administration de l'Union ou de ses organismes permanents pris individuellement;

259 *o)* prend les dispositions nécessaires, après accord de la majorité des Membres de l'Union, pour résoudre à titre provisoire les cas non prévus dans la Convention, les Règlements administratifs et leurs annexes, pour la solution desquels il n'est plus possible d'attendre la prochaine conférence compétente;

260 *p)* soumet un rapport sur les activités de tous les organes de l'Union depuis la dernière Conférence de plénipotentiaires;

261 *q)* envoie aux Membres de l'Union le plus tôt possible après chacune de ses sessions, des comptes rendus succincts de ses travaux, ainsi que tous documents qu'il juge utiles.

ARTICLE 56

Secrétariat général

262 1. Le secrétaire général:

a) coordonne les activités des différents organismes permanents de l'Union avec les conseils et l'assistance du Comité de coordination

dont il est question au numéro 80, afin d'assurer une utilisation aussi efficace et économique que possible du personnel, des fonds et des autres ressources de l'Union;

263 *b)* organise le travail du Secrétariat général et nomme le personnel de ce secrétariat, en se conformant aux directives données par la Conférence de plénipotentiaires et aux règlements établis par le Conseil d'administration;

264 *c)* prend les mesures administratives relatives à la constitution des secrétariats spécialisés des organismes permanents et nomme le personnel de ces secrétariats en accord avec le chef de chaque organisme permanent et en se fondant sur le choix de ce dernier, la décision finale de nomination ou de licenciement appartenant au secrétaire général;

265 *d)* porte à la connaissance du Conseil d'administration toute décision, prise par les Nations Unies et les institutions spécialisées, qui affecte les conditions de service, d'indemnités et de pensions du régime commun;

266 *e)* veille à l'application des règlements administratifs et financiers approuvés par le Conseil d'administration;

267 *f)* fournit des avis juridiques aux organes de l'Union;

268 *g)* supervise, pour les besoins de la gestion administrative, le personnel du siège de l'Union, afin d'assurer une utilisation aussi efficace que possible de ce personnel et de lui appliquer les conditions d'emploi du régime commun. Le personnel désigné pour assister directement les directeurs des Comités consultatifs internationaux et le Comité international d'enregistrement des fréquences travaille sous les ordres directs des hauts fonctionnaires intéressés, mais conformément aux directives administratives générales du Conseil d'administration et du secrétaire général;

269 *h)* dans l'intérêt général de l'Union et après avoir consulté le président du Comité international d'enregistrement des fréquences ou le directeur du Comité consultatif en cause, affecte temporairement des fonctionnaires à d'autres emplois en fonction des fluctuations du travail au siège de l'Union. Le secrétaire général signale au Conseil d'admi-

nistration ces affectations temporaires et leurs conséquences financières;

270 *i)* assure le travail de secrétariat qui précède et qui suit les conférences de l'Union;

271 *j)* assure, s'il y a lieu en coopération avec le gouvernement invitant, le secrétariat des conférences de l'Union et, en collaboration avec le chef de l'organisme permanent intéressé, fournit les services nécessaires à la tenue des réunions de chaque organisme permanent de l'Union, en recourant, dans la mesure où il l'estime nécessaire, au personnel de l'Union, conformément au numéro 269. Le secrétaire général peut aussi, sur demande et sur la base d'un contrat, assurer le secrétariat de toute autre réunion relative aux télécommunications;

272 *k)* tient à jour les nomenclatures officielles établies d'après les renseignements fournis à cet effet par les organismes permanents de l'Union ou par les administrations, à l'exception des fichiers de référence et de tous autres dossiers indispensables qui peuvent avoir trait aux fonctions du Comité international d'enregistrement des fréquences;

273 *l)* publie les principaux rapports des organismes permanents de l'Union ainsi que les avis et les instructions d'exploitation à utiliser dans les services internationaux de télécommunication qui découlent de ces avis;

274 *m)* publie les accords internationaux et régionaux concernant les télécommunications qui lui sont communiqués par les parties, et tient à jour les documents qui s'y rapportent;

275 *n)* publie les normes techniques du Comité international d'enregistrement des fréquences, ainsi que toute autre documentation concernant l'assignation et l'utilisation des fréquences, telle qu'elle a été élaborée par le Comité international d'enregistrement des fréquences dans l'exercice de ses fonctions;

276 *o)* établit, publie et tient à jour en recourant, le cas échéant, aux autres organismes permanents de l'Union:

1. une documentation indiquant la composition et la structure de l'Union;

277 2. les statistiques générales et les documents officiels de service de l'Union prescrits dans les Règlements administratifs;

278 3. tous autres documents dont l'établissement est prescrit par les conférences et par le Conseil d'administration;

279 *p)* rassemble et publie, sous forme appropriée, les renseignements nationaux et internationaux concernant les télécommunications dans le monde entier;

280 *q)* recueille et publie, en collaboration avec les autres organismes permanents de l'Union, les informations de caractère technique ou administratif qui pourraient être particulièrement utiles pour les pays en voie de développement afin de les aider à améliorer leurs réseaux de télécommunications. L'attention de ces pays est également attirée sur les possibilités offertes par les programmes internationaux placés sous les auspices des Nations Unies;

281 *r)* rassemble et publie tous les renseignements susceptibles d'être utiles aux Membres, concernant la mise en oeuvre de moyens techniques destinés à obtenir le meilleur rendement des services de télécommunication et, notamment, le meilleur emploi possible des fréquences radioélectriques en vue de diminuer les brouillages;

282 *s)* publie périodiquement, à l'aide des renseignements réunis ou mis à sa disposition, y compris ceux qu'il peut recueillir auprès d'autres organisations internationales, un journal d'information et de documentation générales sur les télécommunications;

283 *t)* détermine, après avoir consulté le directeur du Comité consultatif international intéressé ou, suivant le cas, le président du Comité international d'enregistrement des fréquences, la forme et la présentation de toutes les publications de l'Union, en tenant compte de leur nature et de leur contenu ainsi que du mode de publication le mieux approprié et le plus économique;

284 *u)* prend les mesures nécessaires pour que les documents publiés soient distribués en temps opportun;

285 *v)* après avoir réalisé toutes les économies possibles, prépare et soumet au Conseil d'administration un projet de budget annuel, lequel, après

approbation par le Conseil, est transmis à titre d'information à tous les Membres de l'Union;

286 *w)* prépare et soumet au Conseil d'administration des plans de travail pour l'avenir portant sur les principales activités exercées au siège de l'Union conformément aux directives du Conseil d'administration;

287 *x)* dans la mesure où le Conseil d'administration le juge approprié, prépare et soumet au Conseil d'administration des analyses de coûts/bénéfices des principales activités exercées au siège de l'Union;

288 *y)* établit un rapport de gestion financière soumis chaque année au Conseil d'administration et un compte récapitulatif à la veille de chaque Conférence de plénipotentiaires; ces rapports, après vérification et approbation par le Conseil d'administration, sont communiqués aux Membres et soumis à la Conférence de plénipotentiaires suivante aux fins d'examen et d'approbation définitive;

289 *z)* établit, sur l'activité de l'Union, un rapport annuel transmis, après approbation du Conseil d'administration, à tous les Membres;

290 *aa)* assure toutes les autres fonctions de secrétariat de l'Union.

291 2. Le secrétaire général ou le vice-secrétaire général peut assister à titre consultatif aux assemblées plénières des Comités consultatifs internationaux et à toutes les conférences de l'Union; le secrétaire général ou son représentant peut participer, à titre consultatif, à toutes les autres réunions de l'Union; leur participation aux séances du Conseil d'administration est régie par les dispositions du numéro 235.

ARTICLE 57

Comité international d'enregistrement des fréquences

292 1. (1) Les membres du Comité international d'enregistrement des fréquences doivent être pleinement qualifiés par leur compétence technique dans le domaine des radiocommunications et posséder une expérience pratique en matière d'assignation et d'utilisation des fréquences.

293 (2) En outre, pour permettre une meilleure compréhension des problèmes qui viennent devant le Comité en vertu du numéro 67, chaque

membre doit être au courant des conditions géographiques, économiques et démographiques d'une région particulière du globe.

294 2. (1) La procédure d'élection est établie par la conférence responsable de l'élection de la façon spécifiée au numéro 63.

295 (2) A chaque élection, tout membre du Comité en fonctions peut être proposé à nouveau comme candidat par le pays dont il est ressortissant.

296 (3) Les membres du Comité prennent leur service à la date fixée par la Conférence de plénipotentiaires qui les a élus. Ils restent normalement en fonctions jusqu'à la date fixée par la conférence qui élit leurs successeurs.

297 (4) Si, dans l'intervalle qui sépare deux Conférences de plénipotentiaires chargées d'élire les membres du Comité, un membre élu du Comité démissionne, abandonne ses fonctions ou décède, le président du Comité demande au secrétaire général d'inviter les pays Membres de l'Union qui font partie de la région intéressée à proposer des candidats pour l'élection d'un remplaçant par le Conseil d'administration lors de sa session annuelle suivante. Cependant, si la vacance se produit plus de quatre-vingt-dix jours avant la session du Conseil d'administration, le pays dont ce membre était ressortissant désigne, aussitôt que possible et dans les quatre-vingt-dix jours, un remplaçant également ressortissant de ce pays, qui restera en fonctions jusqu'à l'entrée en fonctions du nouveau membre élu par le Conseil d'administration. Le remplaçant pourra être présenté comme candidat à l'élection par le Conseil d'administration.

298 (5) Pour garantir un fonctionnement efficace du Comité, tout pays dont un ressortissant a été élu membre du Comité doit, dans toute la mesure du possible, s'abstenir de le rappeler entre deux Conférences de plénipotentiaires chargées d'élire les membres du Comité.

299 3. (1) Les méthodes de travail du Comité sont définies dans le Règlement des radiocommunications.

300 (2) Les membres du Comité élisent parmi eux un président et un vice-président, lesquels remplissent leurs fonctions pendant une durée d'une année. Par la suite, le vice-président succède chaque année au président, et un nouveau vice-président est élu.

301 (3) Le Comité dispose d'un secrétariat spécialisé.

302 4. Aucun membre du Comité ne doit, relativement à l'exercice de ses fonctions, demander ni recevoir d'instructions d'aucun gouvernement, ni d'aucun membre d'un gouvernement quelconque, ni d'aucune organisation ou personne publique ou privée. De plus, chaque membre doit respecter le caractère international du Comité et des fonctions de ses membres et il ne doit en aucun cas essayer d'influencer l'un quelconque d'entre eux dans l'exercice de ses fonctions.

ARTICLE 58

Comités consultatifs internationaux

303 1. Le fonctionnement de chaque Comité consultatif international est assuré par:

a) l'assemblée plénière, réunie de préférence tous les trois ans. Lorsqu'une conférence administrative mondiale correspondante a été convoquée, la réunion de l'assemblée plénière se tient, si possible, au moins huit mois avant cette conférence;

304 *b)* les commissions d'études constituées par l'assemblée plénière pour traiter les questions à examiner;

305 *c)* un directeur élu par l'assemblée plénière, initialement pour une période égale à deux fois la durée séparant deux assemblées plénières consécutives, normalement pour six ans. Il est rééligible à chacune des assemblées plénières ultérieures et, s'il est réélu, il reste en fonctions jusqu'à l'assemblée plénière suivante, normalement pendant trois ans. Si le poste se trouve inopinément vacant, l'assemblée plénière suivante élit le nouveau directeur;

306 *d)* un secrétariat spécialisé qui assiste le directeur;

307 *e)* des laboratoires ou installations techniques créés par l'Union.

308 2. (1) Les questions étudiées par chaque Comité consultatif international, et sur lesquelles il est chargé d'émettre des avis, lui sont posées par la Conférence de plénipotentiaires, par une conférence administrative, par le Conseil d'administration, par l'autre Comité consultatif ou par le Comité

international d'enregistrement des fréquences. Ces questions viennent s'ajouter à celles que l'assemblée plénière du Comité consultatif intéressé lui-même a décidé de retenir, ou, dans l'intervalle des assemblées plénières, à celles dont l'inscription a été demandée ou approuvée par correspondance par vingt Membres de l'Union au moins.

309 (2) Sur demande des pays intéressés, chaque Comité consultatif peut également faire des études et donner des conseils sur les questions relatives aux télécommunications nationales de ces pays. L'étude de ces questions doit être effectuée conformément aux dispositions du numéro 308.

ARTICLE 59

Comité de coordination

310 1. (1) Le Comité de coordination prête son concours au secrétaire général dans l'accomplissement des tâches qui sont assignées à celui-ci en vertu des numéros 282, 285, 288 et 289.

311 (2) Le Comité est chargé d'assurer la coordination avec toutes les organisations internationales mentionnées aux articles 39 et 40, en ce qui concerne la représentation des organismes permanents de l'Union aux conférences de ces organisations.

312 (3) Le Comité examine les résultats des activités de l'Union dans le domaine de la coopération technique et présente des recommandations au Conseil d'administration par l'intermédiaire du secrétaire général.

313 2. Le Comité doit s'efforcer de formuler ses conclusions par accord unanime. Le secrétaire général peut toutefois prendre des décisions, même sans être appuyé par deux autres membres ou plus du Comité, s'il juge que le règlement des questions en cause ne peut attendre la prochaine session du Conseil d'administration. Dans ces circonstances, il fait rapport promptement et par écrit aux membres du Conseil d'administration sur ces questions, en indiquant les raisons qui l'ont amené à prendre ces décisions, ainsi que les vues exposées par écrit par les autres membres du Comité.

314 3. Le Comité se réunit sur convocation de son président, normalement au moins une fois par mois.

CHAPITRE IX

Dispositions générales concernant les conférences

ARTICLE 60

Invitation et admission aux Conférences de plénipotentiaires lorsqu'il y a un gouvernement invitant

315 1. Le gouvernement invitant, en accord avec le Conseil d'administration, fixe la date définitive et le lieu exact de la conférence.

316 2. (1) Un an avant cette date, le gouvernement invitant envoie une invitation au gouvernement de chaque pays Membre de l'Union.

317 (2) Ces invitations peuvent être adressées soit directement, soit par l'entremise du secrétaire général, soit par l'intermédiaire d'un autre gouvernement.

318 3. Le secrétaire général adresse une invitation aux Nations Unies conformément aux dispositions de l'article 39 et, sur leur demande, aux organisations régionales de télécommunication dont il est fait mention à l'article 32.

319 4. Le gouvernement invitant, en accord avec le Conseil d'administration ou sur proposition de ce dernier, peut inviter les institutions spécialisées des Nations Unies ainsi que l'Agence internationale de l'énergie atomique à envoyer des observateurs pour participer à la conférence avec voix consultative, sur la base de la réciprocité.

320 5. (1) Les réponses des Membres doivent parvenir au gouvernement invitant au plus tard un mois avant l'ouverture de la conférence; elles doivent, autant que possible, donner toutes indications sur la composition de la délégation.

321 (2) Ces réponses peuvent être adressées au gouvernement invitant soit directement, soit par l'entremise du secrétaire général, soit par l'intermédiaire d'un autre gouvernement.

322 6. Tout organisme permanent de l'Union a le droit d'être représenté à la conférence à titre consultatif lorsque celle-ci traite des affaires qui relèvent de sa compétence. En cas de besoin, la conférence peut inviter un organisme qui n'aurait pas jugé utile de s'y faire représenter.

323 7. Sont admis aux Conférences de plénipotentiaires:

a) les délégations, telles qu'elles sont définies à l'Annexe 2;

324 *b)* les observateurs des Nations Unies;

325 *c)* les observateurs des organisations régionales de télécommunication, conformément au numéro 318;

326 *d)* les observateurs des institutions spécialisées et de l'Agence internationale de l'énergie atomique, conformément au numéro 319.

ARTICLE 61

Invitation et admission aux conférences administratives lorsqu'il y a un gouvernement invitant

327 1. (1) Les dispositions des numéros 315 à 321 sont applicables aux conférences administratives.

328 (2) Toutefois, le délai prévu pour l'envoi des invitations peut être réduit à six mois si nécessaire.

329 (3) Les Membres de l'Union peuvent faire part de l'invitation qui leur a été adressée aux exploitations privées reconnues par eux.

330 2. (1) Le gouvernement invitant, en accord avec le Conseil d'administration ou sur proposition de ce dernier, peut adresser une notification aux organisations internationales qui ont intérêt à envoyer des observateurs pour participer à la conférence avec voix consultative.

331 (2) Les organisations internationales intéressées adressent au gouvernement invitant une demande d'admission dans un délai de deux mois à partir de la date de la notification.

332 (3) Le gouvernement invitant rassemble les demandes et la décision d'admission est prise par la conférence elle-même.

333 3. Sont admis aux conférences administratives:

a) les délégations, telles qu'elles sont définies à l'Annexe 2;

334 *b)* les observateurs des Nations Unies;

335 *c)* les observateurs des organisations régionales de télécommunication dont il est fait mention à l'article 32;

336 *d)* les observateurs des institutions spécialisées et de l'Agence internationale de l'énergie atomique, conformément au numéro 319;

337 *e)* les observateurs des organisations internationales agréées conformément aux dispositions des numéros 330 à 332;

338 *f)* les représentants des exploitations privées reconnues, dûment autorisées par le Membre dont elles dépendent;

339 *g)* les organismes permanents de l'Union, dans les conditions spécifiées au numéro 322.

ARTICLE 62

Procédure pour la convocation de conférences administratives mondiales à la demande de Membres de l'Union ou sur proposition du Conseil d'administration

340 1. Les Membres de l'Union qui désirent qu'une conférence administrative mondiale soit convoquée en informent le secrétaire général en indiquant l'ordre du jour, le lieu et la date proposés pour la conférence.

341 2. Le secrétaire général, au reçu de requêtes concordantes provenant d'au moins un quart des Membres de l'Union, transmet la communication par télégramme à tous les Membres en les priant de lui indiquer, dans un délai de six semaines, s'ils acceptent ou non la proposition formulée.

342 3. Si la majorité des Membres, déterminée selon les dispositions du numéro 225, se prononce en faveur de l'ensemble de la proposition, c'est-

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à-dire accepte à la fois l'ordre du jour, la date et le lieu de réunion proposés, le secrétaire général en informe tous les Membres de l'Union par télégramme-circulaire.

343 4. (1) Si la proposition acceptée tend à réunir la conférence ailleurs qu'au siège de l'Union, le secrétaire général demande au gouvernement du pays intéressé s'il accepte de devenir gouvernement invitant.

344 (2) Dans l'affirmative, le secrétaire général, en accord avec ce gouvernement, prend les dispositions nécessaires pour la réunion de la conférence.

345 (3) Dans la négative, le secrétaire général invite les Membres qui ont demandé la convocation de la conférence à formuler de nouvelles propositions quant au lieu de la réunion.

346 5. Lorsque la proposition acceptée tend à réunir la conférence au siège de l'Union, les dispositions de l'article 64 sont applicables.

347 6. (1) Si l'ensemble de la proposition (ordre du jour, lieu et date) n'est pas accepté par la majorité des Membres, déterminée selon les dispositions du numéro 225, le secrétaire général communique les réponses reçues aux Membres de l'Union, en les invitant à se prononcer de façon définitive, dans un délai de six semaines, sur le ou les points controversés.

348 (2) Ces points sont considérés comme adoptés lorsqu'ils ont été approuvés par la majorité des Membres, déterminée selon les dispositions du numéro 225.

349 7. La procédure indiquée ci-dessus est également applicable lorsque la proposition de convocation d'une conférence administrative mondiale est présentée par le Conseil d'administration.

ARTICLE 63

Procédure pour la convocation de conférences administratives régionales à la demande de Membres de l'Union ou sur proposition du Conseil d'administration

350 Dans le cas des conférences administratives régionales, la procédure décrite à l'article 62 s'applique aux seuls Membres de la région intéressée.

Si la convocation doit se faire sur l'initiative des Membres de la région, il suffit que le secrétaire général reçoive des demandes concordantes émanant du quart des Membres de cette région.

ARTICLE 64

Dispositions relatives aux conférences qui se réunissent sans gouvernement invitant

351 Lorsqu'une conférence doit être réunie sans gouvernement invitant, les dispositions des articles 60 et 61 sont applicables. Le secrétaire général, après entente avec le gouvernement de la Confédération suisse, prend les dispositions nécessaires pour convoquer et organiser la conférence au siège de l'Union.

ARTICLE 65

Dispositions communes à toutes les conférences

Changement de la date ou du lieu d'une conférence

352 1. Les dispositions des articles 62 et 63 s'appliquent par analogie lorsqu'il s'agit, à la demande de Membres de l'Union ou sur proposition du Conseil d'administration, de changer la date et le lieu d'une conférence, ou l'un des deux seulement. Toutefois, de tels changements ne peuvent être opérés que si la majorité des Membres intéressés, déterminée selon les dispositions du numéro 225, s'est prononcée en leur faveur.

353 2. Tout Membre qui propose de changer la date ou le lieu d'une conférence est tenu d'obtenir l'appui du nombre requis d'autres Membres.

354 3. Le cas échéant, le secrétaire général fait connaître dans la communication prévue au numéro 341 les conséquences financières probables qui résultent du changement de lieu ou du changement de date, par exemple lorsque des dépenses ont été engagées pour préparer la réunion de la conférence au lieu prévu initialement.

ARTICLE 66

Délais et modalités de présentation des propositions aux conférences

355 1. Immédiatement après l'envoi des invitations, le secrétaire général prie les Membres de lui faire parvenir dans un délai de quatre mois leurs propositions pour les travaux de la conférence.

356 2. Toute proposition dont l'adoption entraîne la révision du texte de la Convention ou des Règlements administratifs doit contenir des références aux numéros des parties du texte qui requièrent cette révision. Les motifs de la proposition doivent être indiqués dans chaque cas aussi brièvement que possible.

357 3. Le secrétaire général communique les propositions à tous les Membres au fur et à mesure de leur réception.

358 4. Le secrétaire général réunit et coordonne les propositions reçues des administrations et des assemblées plénières des Comités consultatifs internationaux et les fait parvenir aux Membres trois mois au moins avant la date d'ouverture de la conférence. Ni le secrétaire général, ni les directeurs des Comités consultatifs internationaux, ni les membres du Comité international d'enregistrement des fréquences ne sont habilités à présenter des propositions.

ARTICLE 67

Pouvoirs des délégations aux conférences

359 1. La délégation envoyée à une conférence par un Membre de l'Union doit être dûment accréditée conformément aux dispositions des numéros 360 à 366.

360 2. (1) Les délégations aux Conférences de plénipotentiaires sont accréditées par des actes signés par le chef de l'Etat, ou par le chef du gouvernement, ou par le ministre des Affaires étrangères.

361 (2) Les délégations aux conférences administratives sont accréditées par des actes signés par le chef de l'Etat, ou par le chef du gouvernement,

ou par le ministre des Affaires étrangères, ou par le ministre compétent pour les questions traitées au cours de la conférence.

362 (3) Sous réserve de confirmation émanant de l'une des autorités citées au numéro 360 ou 361 et reçue avant la signature des Actes finals, une délégation peut être provisoirement accréditée par le chef de la mission diplomatique de son pays auprès du gouvernement du pays où se tient la conférence ou, si ce dernier est celui du siège de l'Union, par le chef de la délégation permanente de son pays auprès de l'Office des Nations Unies à Genève.

363 3. Les pouvoirs sont acceptés s'ils sont signés par l'une des autorités énumérées aux numéros 360 à 362 et s'ils répondent à l'un des critères suivants:

364 — conférer les pleins pouvoirs à la délégation;

365 — autoriser la délégation à représenter son gouvernement sans aucune restriction;

366 — donner à la délégation ou à certains de ses Membres le droit de signer les Actes finals.

367 4. (1) Une délégation dont les pouvoirs sont reconnus en règle par la séance plénière est habilitée à exercer le droit de vote du Membre intéressé et à signer les Actes finals.

368 (2) Une délégation dont les pouvoirs ne sont pas reconnus en règle par la séance plénière n'est pas habilitée à exercer le droit de vote ni à signer les Actes finals tant qu'il n'a pas été remédié à cet état de choses.

369 5. Les pouvoirs doivent être déposés au secrétariat de la conférence dès que possible. Une commission spéciale est chargée de les vérifier; elle présente à la séance plénière un rapport sur ses conclusions dans le délai fixé par celle-ci. En attendant la décision de la séance plénière à ce sujet, la délégation d'un Membre de l'Union est habilitée à participer aux travaux et à exercer le droit de vote de ce Membre.

370 6. En règle générale, les Membres de l'Union doivent s'efforcer d'envoyer aux conférences de l'Union leurs propres délégations. Toutefois, si

pour des raisons exceptionnelles un Membre ne peut pas envoyer sa propre délégation, il peut donner à la délégation d'un autre Membre le pouvoir de voter et de signer en son nom. Ce transfert de pouvoir doit faire l'objet d'un acte signé par l'une des autorités citées au numéro 360 ou 361.

371 7. Une délégation ayant le droit de vote peut donner mandat à une autre délégation ayant le droit de vote d'exercer ce droit au cours d'une ou de plusieurs séances auxquelles il ne lui est pas possible d'assister. En pareil cas, elle doit en informer le président de la conférence en temps utile et par écrit.

372 8. Une délégation ne peut exercer plus d'un vote par procuration.

373 9. Les pouvoirs et procurations adressés par télégramme ne sont pas acceptables. En revanche, sont acceptées les réponses télégraphiques aux demandes d'éclaircissement du président ou du secrétariat de la conférence concernant les pouvoirs.

CHAPITRE X

Dispositions générales concernant les Comités consultatifs internationaux

ARTICLE 68

Conditions de participation

374 1. Les membres des Comités consultatifs internationaux mentionnés aux numéros 73 et 74 peuvent participer à toutes les activités du Comité consultatif intéressé.

375 2. (1) La première demande de participation aux travaux d'un Comité consultatif émanant d'une exploitation privée reconnue est adressée au secrétaire général, qui la porte à la connaissance de tous les Membres et du directeur de ce Comité. La demande émanant d'une exploitation privée reconnue doit être approuvée par le Membre qui l'a reconnue. Le directeur

du Comité consultatif fait connaître à cette exploitation la suite qui a été donnée à sa demande.

376 (2) Une exploitation privée reconnue ne peut intervenir au nom du Membre qui l'a reconnue que si celui-ci, dans chaque cas particulier, fait savoir au Comité consultatif intéressé qu'il l'a autorisée à cet effet.

377 3. (1) Les organisations internationales et les organisations régionales de télécommunication mentionnées à l'article 32 qui coordonnent leurs travaux avec ceux de l'Union et qui ont des activités connexes, peuvent être admises à participer, à titre consultatif, aux travaux des Comités consultatifs.

378 (2) La première demande de participation aux travaux d'un Comité consultatif émanant d'une organisation internationale ou d'une organisation régionale de télécommunication mentionnée à l'article 32 est adressée au secrétaire général, qui la porte par voie télégraphique à la connaissance de tous les Membres et les invite à se prononcer sur l'acceptation de cette demande; la demande est acceptée si la majorité des réponses des Membres parvenues dans le délai d'un mois est favorable. Le secrétaire général porte le résultat de cette consultation à la connaissance de tous les Membres et du directeur du Comité consultatif intéressé.

379 4. (1) Les organismes scientifiques ou industriels qui se consacrent à l'étude de problèmes de télécommunication ou à l'étude ou la fabrication de matériel destiné aux services de télécommunication peuvent être admis à participer, à titre consultatif, aux réunions des commissions d'études des Comités consultatifs, sous réserve de l'approbation des administrations des pays intéressés.

380 (2) La première demande d'admission aux réunions des commissions d'études d'un Comité consultatif émanant d'un organisme scientifique ou industriel est adressée au secrétaire général qui en informe tous les Membres et le directeur de ce Comité. Cette demande doit être approuvée par l'administration du pays intéressé. Le directeur du Comité consultatif fait connaître à l'organisme scientifique ou industriel la suite qui a été donnée à sa demande.

381 5. Toute exploitation privée reconnue, toute organisation internationale ou organisation régionale de télécommunication, ou tout organisme scienti-

fique ou industriel qui a été admis à participer aux travaux d'un Comité consultatif a le droit de dénoncer cette participation par une notification adressée au secrétaire général. Cette dénonciation prend effet à l'expiration d'une période d'une année à partir du jour de réception de la notification par le secrétaire général.

ARTICLE 69

Rôles de l'assemblée plénière

382 L'assemblée plénière:

a) examine les rapports des commissions d'études et approuve, modifie ou rejette les projets d'avis que contiennent ces rapports;

383 *b)* examine les questions existantes afin de voir s'il y a lieu ou non d'en poursuivre l'étude, et établit la liste des nouvelles questions à étudier conformément aux dispositions du numéro 308. Lors de la rédaction du texte de nouvelles questions, il convient de s'assurer qu'en principe leur étude devrait pouvoir être menée à bien dans un délai égal au double de l'intervalle entre deux assemblées plénières;

384 *c)* approuve le programme de travail découlant des dispositions du numéro 383 et fixe l'ordre des questions à étudier d'après leur importance, leur priorité et leur urgence;

385 *d)* décide, au vu du programme de travail approuvé dont il est question au numéro 384, s'il y a lieu de maintenir ou de dissoudre les commissions d'études existantes, ou de créer de nouvelles commissions d'études;

386 *e)* attribue aux commissions d'études les questions à étudier;

387 *f)* examine et approuve le rapport du directeur sur les travaux du Comité depuis la dernière réunion de l'assemblée plénière;

388 *g)* approuve, s'il y a lieu, en vue de la transmettre au Conseil d'administration, l'estimation présentée par le directeur aux termes des

dispositions du numéro 416 des besoins financiers du Comité jusqu'à la prochaine assemblée plénière;

389 *b)* examine les autres questions jugées nécessaires dans le cadre des dispositions de l'article 11 et du présent chapitre.

ARTICLE 70

Réunions de l'assemblée plénière

390 1. L'assemblée plénière se réunit normalement à la date et au lieu fixés par l'assemblée plénière précédente.

391 2. La date et le lieu d'une réunion de l'assemblée plénière, ou l'un des deux seulement, peuvent être modifiés avec l'approbation de la majorité des Membres de l'Union qui ont répondu à une demande du secrétaire général sollicitant leur avis.

392 3. A chacune de ces réunions, l'assemblée plénière d'un Comité consultatif est présidée par le chef de la délégation du pays dans lequel la réunion a lieu ou, lorsque cette réunion se tient au siège de l'Union, par une personne élue par l'assemblée plénière elle-même; le président est assisté de vice-présidents élus par l'assemblée plénière.

393 4. Le secrétaire général est chargé de prendre, en accord avec le directeur du Comité consultatif intéressé, les dispositions administratives et financières nécessaires en vue des réunions de l'assemblée plénière et des commissions d'études.

ARTICLE 71

Langues et droit de vote aux assemblées plénières

394 1. (1) Les langues utilisées au cours des assemblées plénières sont celles qui sont prévues aux articles 16 et 78.

395 (2) Les documents préparatoires des commissions d'études, les documents et les procès-verbaux des assemblées plénières et les documents

publiés à la suite de celles-ci par les Comités consultatifs internationaux sont rédigés dans les trois langues de travail de l'Union.

396 2. Les Membres autorisés à voter aux séances des assemblées plénières des Comités consultatifs sont ceux qui sont visés aux numéros 9 et 155. Toutefois, lorsqu'un pays Membre de l'Union n'est pas représenté par une administration, les représentants des exploitations privées reconnues de ce pays ont, ensemble et quel que soit leur nombre, droit à une seule voix, sous réserve des dispositions du numéro 376.

397 3. Les dispositions des numéros 370 à 373 relatives aux procurations s'appliquent aux assemblées plénières.

ARTICLE 72

Commissions d'études

398 1. L'assemblée plénière crée et maintient selon les besoins les commissions d'études nécessaires pour traiter les questions qu'elle a mises à l'étude. Les administrations, les exploitations privées reconnues, les organisations internationales et les organisations régionales de télécommunication, admises conformément aux dispositions des numéros 377 et 378, désireuses de prendre part aux travaux de commissions d'études, se font connaître soit au cours de l'assemblée plénière, soit, ultérieurement, au directeur du Comité consultatif intéressé.

399 2. En outre, et sous réserve des dispositions des numéros 379 et 380, les experts des organismes scientifiques ou industriels peuvent être admis à participer, à titre consultatif, à toute réunion de l'une quelconque des commissions d'études.

400 3. L'assemblée plénière nomme normalement un rapporteur principal et un vice-rapporteur principal pour chaque commission d'études. Si le volume de travail d'une commission d'études l'exige, l'assemblée plénière nomme, pour cette commission, autant de vice-rapporteurs principaux supplémentaires qu'elle l'estime nécessaire. Si, dans l'intervalle entre deux réunions de l'assemblée plénière, un rapporteur principal vient à être empêché d'exercer ses fonctions, et si sa commission d'études n'avait qu'un vice-rapporteur

principal, celui-ci prend sa place. Dans le cas où il s'agit d'une commission d'études pour laquelle l'assemblée plénière avait nommé plusieurs vice-rapporteurs principaux, cette commission, au cours de sa réunion suivante, élit parmi eux son nouveau rapporteur principal et, si nécessaire, un nouveau vice-rapporteur principal parmi ses membres. Une telle commission d'études élit de même un nouveau vice-rapporteur principal au cas où l'un de ses vice-rapporteurs principaux est empêché d'exercer ses fonctions dans l'intervalle entre deux réunions de l'assemblée plénière.

ARTICLE 73

Traitement des affaires des commissions d'études

401 1. Les questions confiées aux commissions d'études sont, dans la mesure du possible, traitées par correspondance.

402 2. (1) Cependant, l'assemblée plénière peut utilement donner des directives au sujet des réunions de commissions d'études qui apparaissent nécessaires pour traiter des groupes importants de questions.

403 (2) En règle générale, dans l'intervalle entre deux assemblées plénières, une commission d'études ne tient pas plus de deux réunions, dont sa réunion finale qui précède l'assemblée plénière.

404 (3) En outre, s'il apparaît à un rapporteur principal, après l'assemblée plénière, qu'une ou plusieurs réunions de sa commission d'études non prévues par l'assemblée plénière sont nécessaires pour discuter verbalement des questions qui n'ont pas pu être traitées par correspondance, il peut, avec l'autorisation de son administration et après consultation du directeur intéressé et des membres de sa commission, proposer une réunion à un endroit convenable, en tenant compte de la nécessité de réduire les dépenses au minimum.

405 3. L'assemblée plénière peut, en cas de besoin, constituer des groupes de travail mixtes pour l'étude des questions qui requièrent la participation d'experts de plusieurs commissions d'études.

406 4. Après avoir consulté le secrétaire général, le directeur d'un Comité consultatif, d'accord avec les rapporteurs principaux des diverses

commissions d'études intéressées, établit le plan général des réunions du groupe des commissions d'études qui doivent siéger en un même lieu pendant la même période.

407 5. Le directeur envoie les rapports finals des commissions d'études aux administrations participantes, aux exploitations privées reconnues du Comité consultatif et, éventuellement, aux organisations internationales et aux organisations régionales de télécommunication, qui y ont participé. Ces rapports sont envoyés aussitôt que possible et, en tout cas, assez tôt pour qu'ils parviennent à leurs destinataires au moins un mois avant la date de la prochaine assemblée plénière. Il peut seulement être dérogé à cette clause lorsque des réunions des commissions d'études ont lieu immédiatement avant celle de l'assemblée plénière. Les questions qui n'ont pas fait l'objet d'un rapport parvenu dans les conditions ci-dessus ne peuvent pas être inscrites à l'ordre du jour de l'assemblée plénière.

ARTICLE 74

Fonctions du directeur; secrétariat spécialisé

408 1. (1) Le directeur d'un Comité consultatif coordonne les travaux de l'assemblée plénière et des commissions d'études; il est responsable de l'organisation des travaux du Comité.

409 (2) Le directeur a la responsabilité des documents du Comité et prend, de concert avec le secrétaire général, les mesures voulues pour qu'ils soient publiés dans les langues de travail de l'Union.

410 (3) Le directeur est assisté par un secrétariat formé de personnel spécialisé qui travaille sous son autorité directe à l'organisation des travaux du Comité.

411 (4) Le personnel des secrétariats spécialisés, des laboratoires et des installations techniques des Comités consultatifs relève, du point de vue administratif, de l'autorité du secrétaire général conformément aux dispositions du numéro 268.

412 2. Le directeur choisit le personnel technique et administratif de ce secrétariat dans le cadre du budget approuvé par la Conférence de pléni-

potentiaires ou par le Conseil d'administration. La nomination de ce personnel technique et administratif est arrêtée par le secrétaire général, en accord avec le directeur. La décision définitive de nomination ou de licenciement appartient au secrétaire général.

413 3. Le directeur participe de plein droit à titre consultatif aux délibérations de l'assemblée plénière et des commissions d'études. Il prend toutes mesures concernant la préparation des réunions de l'assemblée plénière et des commissions d'études, sous réserve des dispositions du numéro 393.

414 4. Le directeur rend compte, dans un rapport présenté à l'assemblée plénière, de l'activité du Comité consultatif depuis la dernière réunion de l'assemblée plénière. Ce rapport, après approbation, est envoyé au secrétaire général pour être transmis au Conseil d'administration.

415 5. Le directeur présente au Conseil d'administration, à sa session annuelle, un rapport sur les activités du Comité pendant l'année précédente, aux fins d'information du Conseil et des Membres de l'Union.

416 6. Le directeur, après avoir consulté le secrétaire général, soumet à l'approbation de l'assemblée plénière une estimation des besoins financiers du Comité consultatif jusqu'à la prochaine assemblée plénière. Cette estimation, après approbation, est envoyée au secrétaire général pour être soumise au Conseil d'administration.

417 7 Le directeur établit, afin que le secrétaire général les incorpore aux prévisions budgétaires annuelles de l'Union, les prévisions de dépenses du Comité pour l'année suivante, en se fondant sur l'estimation des besoins financiers du Comité approuvée par l'assemblée plénière.

418 8. Le directeur participe dans toute la mesure nécessaire aux activités de coopération technique de l'Union dans le cadre des dispositions de la Convention.

ARTICLE 75

Propositions pour les conférences administratives

419 1. Les assemblées plénières des Comités consultatifs internationaux sont autorisées à soumettre aux conférences administratives des propositions

découlant directement de leurs avis ou de conclusions de leurs études en cours.

420 2. Les assemblées plénières des Comités consultatifs peuvent également formuler des propositions de modification aux Règlements administratifs.

421 3. Ces propositions sont adressées en temps utile au secrétaire général en vue d'être rassemblées, coordonnées et communiquées dans les conditions prévues au numéro 358.

ARTICLE 76

Relations des Comités consultatifs entre eux et avec des organisations internationales

422 1. (1) Les assemblées plénières des Comités consultatifs peuvent constituer des commissions mixtes pour effectuer des études et émettre des avis sur des questions d'intérêt commun.

423 (2) Les directeurs des Comités consultatifs peuvent, en collaboration avec les rapporteurs principaux, organiser des réunions mixtes de commissions d'études des deux Comités consultatifs, en vue d'effectuer des études et de préparer des projets d'avis sur des questions d'intérêt commun. Ces projets d'avis sont soumis à la prochaine réunion de l'assemblée plénière de chacun des Comités consultatifs.

424 2. Lorsque l'un des Comités consultatifs est invité à se faire représenter à une réunion de l'autre Comité consultatif ou d'une organisation internationale, son assemblée plénière ou son directeur est autorisé, en tenant compte du numéro 311, à prendre des dispositions pour assurer cette représentation avec voix consultative.

425 3. Le secrétaire général, le vice-secrétaire général, le président du Comité international d'enregistrement des fréquences et le directeur de l'autre Comité consultatif, ou leurs représentants, peuvent assister à titre consultatif aux réunions d'un Comité consultatif. En cas de besoin, un Comité peut inviter à ses réunions, à titre consultatif, des représentants de tout organisme permanent de l'Union qui n'a pas jugé nécessaire de se faire représenter.

CHAPITRE XI

Règlement intérieur des conférences et autres réunions

ARTICLE 77

Règlement intérieur des conférences et autres réunions

1. Ordre des places

426 Aux séances de la conférence, les délégations sont rangées dans l'ordre alphabétique des noms en français des pays représentés.

2. Inauguration de la conférence

427 1. (1) La séance inaugurale de la conférence est précédée d'une réunion des chefs de délégation au cours de laquelle est préparé l'ordre du jour de la première séance plénière.

428 (2) Le président de la réunion des chefs de délégation est désigné conformément aux dispositions des numéros 429 et 430.

429 2. (1) La conférence est inaugurée par une personnalité désignée par le gouvernement invitant.

430 (2) S'il n'y a pas de gouvernement invitant, elle est inaugurée par le chef de délégation le plus âgé.

431 3. (1) A la première séance plénière, il est procédé à l'élection du président qui, généralement, est une personnalité désignée par le gouvernement invitant.

432 (2) S'il n'y a pas de gouvernement invitant, le président est choisi compte tenu de la proposition faite par les chefs de délégation au cours de la réunion visée au numéro 427

433 4. La première séance plénière procède également:

a) à l'élection des vice-présidents de la conférence;

434 *b)* à la constitution des commissions de la conférence et à l'élection des présidents et vice-présidents respectifs;

435 *c)* à la constitution du secrétariat de la conférence, lequel est composé de personnel du Secrétariat général de l'Union et, le cas échéant, de personnel fourni par l'administration du gouvernement invitant.

3. Prérogatives du président de la conférence

436 1. En plus de l'exercice de toutes les autres prérogatives qui lui sont conférées dans le présent règlement, le président prononce l'ouverture et la clôture de chaque séance plénière, dirige les débats, veille à l'application du règlement intérieur, donne la parole, met les questions aux voix et proclame les décisions adoptées.

437 2. Il a la direction générale des travaux de la conférence et veille au maintien de l'ordre au cours des séances plénières. Il statue sur les motions et points d'ordre et a, en particulier, le pouvoir de proposer l'ajournement ou la clôture du débat, la levée ou la suspension d'une séance. Il peut aussi décider d'ajourner la convocation d'une séance plénière, s'il le juge nécessaire.

438 3. Il protège le droit de toutes les délégations d'exprimer librement et pleinement leur avis sur le sujet en discussion.

439 4. Il veille à ce que les débats soient limités au sujet en discussion et il peut interrompre tout orateur qui s'écarterait de la question traitée, pour lui rappeler la nécessité de s'en tenir à cette question.

4. Institution des commissions

440 1. La séance plénière peut instituer des commissions pour examiner les questions soumises aux délibérations de la conférence. Ces commissions peuvent instituer des sous-commissions. Les commissions et sous-commissions peuvent également constituer des groupes de travail.

441 2. Il n'est institué de sous-commissions et groupes de travail que si cela est absolument nécessaire.

5. Commission de contrôle budgétaire

442 1. A l'ouverture de chaque conférence ou réunion, la séance plénière nomme une commission de contrôle budgétaire chargée d'apprécier l'organisation et les moyens d'action mis à la disposition des délégués, d'examiner et d'approuver les comptes des dépenses encourues pendant toute la durée de la conférence ou réunion. Cette commission comprend, indépendamment des membres des délégations qui désirent y participer, un représentant du secrétaire général et, s'il y a un gouvernement invitant, un représentant de celui-ci.

443 2. Avant l'épuisement du budget approuvé par le Conseil d'administration pour la conférence ou réunion, la commission de contrôle budgétaire, en collaboration avec le secrétariat de la conférence ou réunion, présente à la séance plénière un état provisoire des dépenses. La séance plénière en tient compte, afin de décider si les progrès réalisés justifient une prolongation au-delà de la date à laquelle le budget approuvé sera épuisé.

444 3. A la fin de chaque conférence ou réunion, la commission de contrôle budgétaire présente à la séance plénière un rapport indiquant, aussi exactement que possible, le montant estimé des dépenses de la conférence ou réunion.

445 4. Après avoir examiné et approuvé ce rapport, la séance plénière le transmet au secrétaire général, avec ses observations, afin qu'il en saisisse le Conseil d'administration lors de sa prochaine session annuelle.

6. Composition des commissions

446 *6.1 Conférences de plénipotentiaires*

Les commissions sont composées des délégués des pays Membres et des observateurs prévus aux numéros 324, 325 et 326, qui en ont fait la demande ou qui ont été désignés par la séance plénière.

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447 *6.2 Conférences administratives*

Les commissions sont composées des délégués des pays Membres, des observateurs et des représentants prévus aux numéros 334 à 338, qui en ont fait la demande ou qui ont été désignés par la séance plénière.

7 Présidents et vice-présidents des sous-commissions

448 Le président de chaque commission propose à celle-ci le choix des présidents et vice-présidents des sous-commissions qu'elle institue.

8. Convocation aux séances

449 Les séances plénières et celles des commissions, sous-commissions et groupes de travail sont annoncées suffisamment à l'avance au lieu de réunion de la conférence.

9. Propositions présentées avant l'ouverture de la conférence

450 Les propositions présentées avant l'ouverture de la conférence sont réparties par la séance plénière entre les commissions compétentes instituées conformément aux dispositions de la section 4 du présent règlement intérieur. Toutefois, la séance plénière peut traiter directement n'importe quelle proposition.

10. Propositions ou amendements présentés au cours de la conférence

451 1. Les propositions ou amendements présentés après l'ouverture de la conférence sont remis, selon le cas, au président de la conférence ou au président de la commission compétente ou bien au secrétariat de la conférence aux fins de publication et de distribution comme document de conférence.

452 2. Aucune proposition ou amendement écrit ne peut être présenté s'il n'est signé par le chef de la délégation intéressée ou par son suppléant.

453 3. Le président d'une conférence ou d'une commission peut présenter en tout temps des propositions susceptibles d'accélérer le cours des débats.

454 4. Toute proposition ou amendement doit contenir en termes concrets et précis le texte à examiner.

455 5. (1) Le président de la conférence ou le président de la commission compétente décide dans chaque cas si une proposition ou un amendement présenté en cours de séance peut faire l'objet d'une communication verbale ou s'il doit être remis aux fins de publication et de distribution dans les conditions prévues au numéro 451.

456 (2) En général, le texte de toute proposition importante qui doit faire l'objet d'un vote doit être distribué dans les langues de travail de la conférence suffisamment tôt pour permettre son étude avant la discussion.

457 (3) En outre, le président de la conférence, qui reçoit les propositions ou amendements visés au numéro 451, les aiguille, selon le cas, vers les commissions compétentes ou la séance plénière.

458 6. Toute personne autorisée peut lire ou demander que soient lus en séance plénière toute proposition ou amendement présentés par elle au cours de la conférence et peut en exposer les motifs.

11. Conditions requises pour l'examen et le vote d'une proposition ou d'un amendement

459 1. Aucune proposition ou amendement présenté avant l'ouverture de la conférence, ou par une délégation durant la conférence, ne peut être mis en discussion si, au moment de son examen, il n'est pas appuyé par au moins une autre délégation.

460 2. Toute proposition ou amendement dûment appuyé doit être, après discussion, mis aux voix.

12. Propositions ou amendements omis ou différés

461 Quand une proposition ou un amendement a été omis ou lorsque son examen a été différé, il appartient à la délégation sous les auspices de

laquelle il a été présenté de veiller à ce que cette proposition ou cet amendement ne soit pas perdu de vue par la suite.

13. Conduite des débats en séance plénière

462 *13.1 Quorum*

Pour qu'un vote soit valablement pris au cours d'une séance plénière, plus de la moitié des délégations accréditées à la conférence et ayant droit de vote doivent être présentes ou représentées à la séance.

463 *13.2 Ordre de discussion*

(1) Les personnes qui désirent prendre la parole ne peuvent le faire qu'après avoir obtenu le consentement du président. En règle générale, elles commencent par indiquer à quel titre elles parlent.

464 (2) Toute personne qui a la parole doit s'exprimer lentement et distinctement, en séparant bien les mots et en marquant les temps d'arrêt nécessaires pour permettre à tous de bien comprendre sa pensée.

465 *13.3 Motions d'ordre et points d'ordre*

(1) Au cours des débats, une délégation peut, au moment qu'elle juge opportun, présenter toute motion d'ordre ou soulever tout point d'ordre, lesquels donnent immédiatement lieu a une décision prise par le président conformément au présent règlement intérieur. Toute délégation peut en appeler de la décision du président, mais celle-ci reste valable en son intégrité si la majorité des délégations présentes et votant ne s'y oppose pas.

466 (2) La délégation qui présente une motion d'ordre ne peut pas, dans son intervention, traiter du fond de la question en discussion.

467 *13.4 Ordre de priorité des motions et points d'ordre*

L'ordre de priorité à assigner aux motions et points d'ordre dont il est question aux numéros 465 et 466 est le suivant:

a) tout point d'ordre relatif à l'application du présent règlement intérieur;

468 *b)* suspension de la séance;

469 *c)* levée de la séance;

470 *d)* ajournement du débat sur la question en discussion;

471 *e)* clôture du débat sur la question en discussion;

472 *f)* toutes autres motions ou points d'ordre qui pourraient être présentés et dont la priorité relative est fixée par le président.

473 *13.5 Motion de suspension ou de levée de la séance*

Pendant la discussion d'une question, une délégation peut proposer de suspendre ou de lever la séance, en indiquant les motifs de sa proposition. Si cette proposition est appuyée, la parole est donnée à deux orateurs s'exprimant contre la motion et uniquement sur ce sujet, après quoi la motion est mise aux voix.

474 *13.6 Motion d'ajournement du débat*

Pendant la discussion de toute question, une délégation peut proposer l'ajournement du débat pour une période déterminée. Au cas où une telle motion fait l'objet d'une discussion, seuls trois orateurs, en plus de l'auteur de la motion, peuvent y prendre part, un en faveur de la motion et deux contre, après quoi la motion est mise aux voix.

475 *13.7 Motion de clôture du débat*

A tout moment, une délégation peut proposer que le débat sur la question en discussion soit clos. En ce cas, la parole n'est accordée qu'à deux orateurs opposés à la clôture, après quoi la motion est mise aux voix.

476 *13.8 Limitation des interventions*

(1) La séance plénière peut éventuellement limiter la durée et le nombre des interventions d'une même délégation sur un sujet déterminé.

477 (2) Toutefois, sur les questions de procédure, le président limite la durée de chaque intervention à cinq minutes au maximum.

478 (3) Quand un orateur dépasse le temps de parole qui lui a été accordé, le président en avise l'assemblée et prie l'orateur de vouloir bien conclure son exposé à bref délai.

479 *13.9 Clôture de la liste des orateurs*

(1) Au cours d'un débat, le président peut donner lecture de la liste des orateurs inscrits; il y ajoute le nom des délégations qui manifestent le désir de prendre la parole et, avec l'assentiment de l'assemblée, peut déclarer la liste close. Cependant, s'il le juge opportun, le président peut accorder, à titre exceptionnel, le droit de répondre à toute intervention antérieure, même après la clôture de la liste.

480 (2) Lorsque la liste des orateurs est épuisée, le président prononce la clôture du débat.

481 *13.10 Question de compétence*

Les questions de compétence qui peuvent se présenter doivent être réglées avant qu'il soit voté sur le fond de la question en discussion.

482 *13.11 Retrait et nouvelle présentation d'une motion*

L'auteur d'une motion peut la retirer avant qu'elle soit mise aux voix. Toute motion, amendée ou non, qui serait ainsi retirée, peut être présentée à nouveau ou reprise, soit par la délégation auteur de l'amendement, soit par toute autre délégation.

14. Droit de vote

483 1. A toutes les séances de la conférence, la délégation d'un Membre de l'Union, dûment accréditée par ce dernier pour participer à la conférence, a droit à une voix, conformément à l'article 2.

484 2. La délégation d'un Membre de l'Union exerce son droit de vote dans les conditions précisées à l'article 67

15. Vote

485 *15.1 Définition de la majorité*

(1) La majorité est constituée par plus de la moitié des délégations présentes et votant.

486 (2) Les abstentions ne sont pas prises en considération dans le décompte des voix nécessaires pour constituer la majorité.

487 (3) En cas d'égalité des voix, la proposition ou l'amendement est considéré comme rejeté.

488 (4) Aux fins du présent règlement, est considérée comme « délégation présente et votant » toute délégation qui se prononce pour ou contre une proposition.

489 *15.2 Non-participation au vote*

Les délégations présentes qui ne participent pas à un vote déterminé ou qui déclarent expressément ne pas vouloir y participer, ne sont pas considérées comme absentes du point de vue de la détermination du quorum au sens du numéro 462, ni comme s'étant abstenues du point de vue de l'application des dispositions du numéro 491.

490 *15.3 Majorité spéciale*

En ce qui concerne l'admission des Membres de l'Union, la majorité requise est fixée à l'article 1.

491 *15.4 Plus de cinquante pour cent d'abstentions*

Lorsque le nombre des abstentions dépasse la moitié du nombre des suffrages exprimés (pour, contre, abstentions), l'examen de la question en discussion est renvoyé à une séance ultérieure au cours de laquelle les abstentions n'entreront plus en ligne de compte.

492 *15.5 Procédures de vote*

(1) Sauf dans le cas prévu au numéro 495, les procédures de vote sont les suivantes:

a) à main levée, en règle générale;

493 *b)* par appel nominal, si une majorité ne se dégage pas clairement d'un vote selon la procédure précédente ou si au moins deux délégations le demandent.

494 (2) Il est procédé au vote par appel nominal dans l'ordre alphabétique des noms en français des Membres représentés.

495 *15.6 Vote au scrutin secret*

Il est procédé à un vote secret lorsque cinq au moins des délégations présentes et ayant qualité pour voter le demandent. Dans ce cas, le secrétariat prend immédiatement les mesures nécessaires pour assurer le secret du scrutin.

496 *15.7 Interdiction d'interrompre le vote*

Quand le scrutin est commencé, aucune délégation ne peut l'interrompre, sauf s'il s'agit d'un point d'ordre relatif à la manière dont s'effectue le scrutin.

497 *15.8 Explications de vote*

Le président donne la parole aux délégations qui désirent expliquer leur vote postérieurement au vote lui-même.

498 *15.9 Vote d'une proposition par parties*

(1) Lorsque l'auteur d'une proposition le demande, ou lorsque l'assemblée le juge opportun, ou lorsque le président, avec l'approbation de l'auteur, le propose, cette proposition est subdivisée et ses différentes parties sont mises aux voix séparément. Les parties de la proposition qui ont été adoptées sont ensuite mises aux voix comme un tout.

499 (2) Si toutes les parties d'une proposition sont rejetées, la proposition elle-même est considérée comme rejetée.

500 *15.10 Ordre de vote des propositions relatives à une même question*

(1) Si la même question fait l'objet de plusieurs propositions, celles-ci sont mises aux voix dans l'ordre où elles ont été présentées, à moins que l'assemblée n'en décide autrement.

501 (2) Après chaque vote, l'assemblée décide s'il y a lieu ou non de mettre aux voix la proposition suivante.

502 *15.11 Amendements*

(1) Est considérée comme amendement toute proposition de modification qui comporte uniquement une suppression, une adjonction à une partie de la proposition originale ou la révision d'une partie de cette proposition.

503 (2) Tout amendement à une proposition qui est accepté par la délégation qui présente cette proposition est aussitôt incorporé au texte primitif de la proposition.

504 (3) Aucune proposition de modification n'est considérée comme un amendement si l'assemblée est d'avis qu'elle est incompatible avec la proposition initiale.

505 *15.12 Vote sur les amendements*

(1) Si une proposition est l'objet d'un amendement, c'est cet amendement qui est mis aux voix en premier lieu.

506 (2) Si une proposition est l'objet de plusieurs amendements, est mis aux voix en premier lieu celui des amendements qui s'écarte le plus du texte original; est ensuite mis aux voix celui des amendements, parmi ceux qui restent, qui s'écarte encore le plus du texte original, et ainsi de suite jusqu'à ce que tous les amendements aient été examinés.

507 (3) Si un ou plusieurs amendements sont adoptés, la proposition ainsi modifiée est ensuite elle-même mise aux voix.

508 (4) Si aucun amendement n'est adopté, la proposition initiale est mise aux voix.

16. Commissions et sous-commissions

Conduite des débats et procédure de vote

509 1. Les présidents des commissions et sous-commissions ont des attributions analogues à celles dévolues au président de la conférence par la section 3 du présent règlement intérieur.

510 2. Les dispositions fixées à la section 13 du présent règlement intérieur pour la conduite des débats en séance plénière sont applicables aux débats des commissions ou sous-commissions, sauf en matière de quorum.

511 3. Les dispositions fixées à la section 15 du présent règlement intérieur sont applicables aux votes dans les commissions ou sous-commissions.

17 Réserves

512 1. En règle générale, les délégations qui ne peuvent pas faire partager leur point de vue par les autres délégations doivent s'efforcer, dans la mesure du possible, de se rallier à l'opinion de la majorité.

513 2. Toutefois, s'il apparaît à une délégation qu'une décision quelconque est de nature à empêcher son gouvernement de ratifier la Convention ou d'approuver la révision d'un règlement, cette délégation peut faire des réserves à titre provisoire ou définitif au sujet de cette décision.

18. Procès-verbaux des séances plénières

514 1. Les procès-verbaux des séances plénières sont établis par le secrétariat de la conférence, qui s'efforce d'en assurer la distribution aux délégations le plus tôt possible avant la date à laquelle ces procès-verbaux doivent être examinés.

515 2. Lorsque les procès-verbaux ont été distribués, les délégations peuvent déposer par écrit au secrétariat de la conférence, et ceci dans le plus bref délai possible, les corrections qu'elles estiment justifiées, ce qui ne les empêche pas de présenter oralement des modifications à la séance au cours de laquelle les procès-verbaux sont approuvés.

516 3. (1) En règle générale, les procès-verbaux ne contiennent que les propositions et les conclusions, avec les principaux arguments sur lesquels elles sont fondées, dans une rédaction aussi concise que possible.

517 (2) Néanmoins, toute délégation a le droit de demander l'insertion analytique ou in extenso de toute déclaration formulée par elle au cours des débats. Dans ce cas, elle doit en règle générale l'annoncer au début de son intervention, en vue de faciliter la tâche des rapporteurs. Elle doit, en outre, en fournir elle-même le texte au secrétariat de la conférence dans les deux heures qui suivent la fin de la séance.

518 4. Il ne doit, en tout cas, être usé qu'avec discrétion de la faculté accordée au numéro 517 en ce qui concerne l'insertion des déclarations.

19. Comptes rendus et rapports des commissions et sous-commissions

519 1. (1) Les débats des commissions et sous-commissions sont résumés séance par séance dans les comptes rendus établis par le secrétariat de la conférence, où se trouvent mis en relief les points essentiels des discussions, les diverses opinions qu'il convient de noter, ainsi que les propositions et conclusions qui se dégagent de l'ensemble.

520 (2) Néanmoins, toute délégation a également le droit d'user de la faculté prévue au numéro 517

521 (3) Il ne doit être recouru qu'avec discrétion à la faculté à laquelle se réfère l'alinéa ci-dessus.

522 2. Les commissions et sous-commissions peuvent établir les rapports partiels qu'elles estiment nécessaires et, éventuellement, à la fin de leurs travaux, elles peuvent présenter un rapport final dans lequel elles récapitulent sous une forme concise les propositions et les conclusions qui résultent des études qui leur ont été confiées.

20. Approbation des procès-verbaux, comptes rendus et rapports

523 1. (1) En règle générale, au commencement de chaque séance plénière ou de chaque séance de commission ou de sous-commission, le président

demande si les délégations ont des observations à formuler quant au procès-verbal ou au compte rendu de la séance précédente. Ceux-ci sont considérés comme approuvés si aucune correction n'a été communiquée au secrétariat ou si aucune opposition ne se manifeste verbalement. Dans le cas contraire, les corrections nécessaires sont apportées au procès-verbal ou au compte rendu.

524 (2) Tout rapport partiel ou final doit être approuvé par la commission ou la sous-commission intéressée.

525 2. (1) Le procès-verbal de la dernière séance plénière est examiné et approuvé par le président de cette séance.

526 (2) Le compte rendu de la dernière séance d'une commission ou d'une sous-commission est examiné et approuvé par le président de cette commission ou sous-commission.

21. Commission de rédaction

527 1. Les textes des Actes finals, établis autant que possible dans leur forme définitive par les diverses commissions en tenant compte des avis exprimés, sont soumis à la commission de rédaction, laquelle est chargée d'en perfectionner la forme sans en altérer le sens et, s'il y a lieu, de les assembler avec les textes antérieurs non amendés.

528 2. Ces textes sont soumis par la commission de rédaction à la séance plénière, laquelle les approuve ou les renvoie, aux fins de nouvel examen, à la commission compétente.

22. Numérotage

529 1. Les numéros des chapitres, articles et paragraphes des textes soumis à révision sont conservés jusqu'à la première lecture en séance plénière. Les textes ajoutés portent provisoirement le numéro du dernier paragraphe précédent du texte primitif, auquel on ajoute « A », « B », etc.

530 2. Le numérotage définitif des chapitres, articles et paragraphes est confié à la commission de rédaction, après leur adoption en première lecture.

23. Approbation définitive

531 Les textes des Actes finals sont considérés comme définitifs lorsqu'ils ont été approuvés en seconde lecture par la séance plénière.

24. Signature

532 Les textes définitifs approuvés par la conférence sont soumis à la signature des délégués munis des pouvoirs définis à l'article 67, en suivant l'ordre alphabétique des noms en français des pays représentés.

25. Communiqués de presse

533 Des communiqués officiels sur les travaux de la conférence ne peuvent être transmis à la presse qu'avec l'autorisation du président ou de l'un des vice-présidents de la conférence.

26. Franchise

534 Pendant la durée de la conférence, les membres des délégations, les membres du Conseil d'administration, les hauts fonctionnaires des organismes permanents de l'Union qui assistent à la conférence et le personnel du secrétariat de l'Union détaché à la conférence, ont droit à la franchise postale, télégraphique et téléphonique dans la mesure où le gouvernement du pays où se tient la conférence a pu s'entendre à ce sujet avec les autres gouvernements et les exploitations privées reconnues concernés.

CHAPITRE XII

Autres dispositions

ARTICLE 78

Langues

535 1. (1) Lors des conférences de l'Union ainsi que des réunions de son Conseil d'administration et de ses organismes permanents, des langues autres que celles indiquées aux numéros 100 et 106 peuvent être employées:

a) s'il est demandé au secrétaire général ou au chef de l'organisme permanent intéressé d'assurer l'utilisation d'une ou de plusieurs langues supplémentaires, orales ou écrites, et à condition que les dépenses supplémentaires encourues de ce fait soient supportées par les Membres qui ont fait cette demande ou qui l'ont appuyée;

536 *b)* si une délégation prend elle-même des dispositions pour assurer à ses propres frais la traduction orale de sa propre langue dans l'une des langues indiquées au numéro 106.

537 (2) Dans le cas prévu au numéro 535, le secrétaire général ou le chef de l'organisme permanent concerné se conforme à cette demande dans la mesure du possible, après avoir obtenu des Membres intéressés l'engagement que les dépenses encourues seront dûment remboursées par eux à l'Union.

538 (3) Dans le cas prévu au numéro 536, la délégation intéressée peut en outre, si elle le désire, assurer à ses propres frais la traduction orale dans sa propre langue à partir de l'une des langues indiquées au numéro 106.

539 2. Tous les documents dont il est question aux numéros 102 à 105 peuvent être publiés dans une autre langue que celles qui y sont spécifiées à condition que les Membres qui demandent cette publication s'engagent à prendre à leur charge la totalité des frais de traduction et de publication encourus.

ARTICLE 79

Finances

540 1. (1) Chaque Membre fait connaître au secrétaire général, six mois au moins avant l'entrée en vigueur de la Convention, la classe de contribution qu'il a choisie.

541 (2) Le secrétaire général notifie cette décision aux Membres.

542 (3) Les Membres qui n'ont pas fait connaître leur décision dans le délai spécifié au numéro 540 conservent la classe de contribution qu'ils avaient choisie antérieurement.

543 (4) Les Membres peuvent à tout moment choisir une classe de contribution supérieure à celle qu'ils avaient adoptée auparavant.

544 2. (1) Tout nouveau Membre acquitte, au titre de l'année de son adhésion, une contribution calculée à partir du premier jour du mois de l'adhésion.

545 (2) En cas de dénonciation de la Convention par un Membre, la contribution doit être acquittée jusqu'au dernier jour du mois où la dénonciation prend effet.

546 3. Les sommes dues portent intérêt à partir du début de chaque année financière de l'Union. Cet intérêt est fixé au taux de 3 % (trois pour cent) par an pendant les six premiers mois et au taux de 6 % (six pour cent) par an à partir du septième mois.

547 4. Les dispositions suivantes s'appliquent aux contributions des exploitations privées reconnues, organismes scientifiques ou industriels et organisations internationales:

a) les exploitations privées reconnues et les organismes scientifiques ou industriels contribuent aux dépenses des Comités consultatifs internationaux aux travaux desquels ils sont convenus de participer. De même, les exploitations privées reconnues contribuent aux dépenses des conférences administratives auxquelles elles sont convenues de participer ou ont participé aux termes du numéro 338;

548 *b)* les organisations internationales contribuent également aux dépenses des conférences ou réunions auxquelles elles ont été admises à participer à moins que, sous réserve de réciprocité, elles n'aient été exonérées par le Conseil d'administration;

549 *c)* les exploitations privées reconnues, les organismes scientifiques ou industriels et les organisations internationales qui contribuent aux dépenses des conférences ou réunions selon les dispositions des numéros 547 et 548 choisissent librement, dans le tableau qui figure au numéro 92 de la Convention, la classe de contribution selon laquelle ils entendent participer aux dépenses, et ils informent le secrétaire général de la classe choisie;

550 *d)* les exploitations privées reconnues, les organismes scientifiques ou industriels et les organisations internationales qui contribuent aux dépenses des conférences ou réunions peuvent à tout moment choisir une classe de contribution supérieure à celle qu'ils avaient adoptée auparavant;

551 *e)* aucune réduction du nombre d'unités de contribution ne peut prendre effet pendant la durée de validité de la Convention;

552 *f)* en cas de dénonciation de la participation aux travaux d'un Comité consultatif international, la contribution doit être acquittée jusqu'au dernier jour du mois où la dénonciation prend effet;

553 *g)* le montant de l'unité contributive des exploitations privées reconnues, des organismes scientifiques ou industriels et des organisations internationales aux dépenses des Comités consultatifs internationaux aux travaux desquels ils sont convenus de participer est fixé chaque année par le Conseil d'administration. Les contributions sont considérées comme une recette de l'Union. Elles portent intérêt conformément aux dispositions du numéro 546;

554 *h)* le montant de l'unité contributive aux dépenses d'une conférence administrative des exploitations privées reconnues qui y participent aux termes du numéro 338 et des organisations internationales qui y participent, est fixé en divisant le montant total du budget de la conférence en question par le nombre total d'unités versées par les Membres au titre de leur contribution aux dépenses de l'Union. Les contributions sont considérées comme une recette de l'Union. Elles portent intérêt à partir du soixantième jour qui suit l'envoi des factures, aux taux fixés au numéro 546.

555 5. Les dépenses occasionnées aux laboratoires et installations techniques de l'Union par des mesures, des essais ou des recherches spéciales pour le compte de certains Membres, groupes de Membres, organisations régionales ou autres, sont supportées par ces Membres, groupes, organisations ou autres.

556 6. Le prix de vente des publications aux administrations, aux exploitations privées reconnues ou à des particuliers est déterminé par le secrétaire général, en collaboration avec le Conseil d'administration, en s'inspirant du

souci de couvrir, en règle générale, les dépenses d'impression et de distribution.

ARTICLE 80

Etablissement et reddition des comptes

557 1. Les administrations des Membres et les exploitations privées reconnues qui exploitent des services internationaux de télécommunication doivent se mettre d'accord sur le montant de leurs créances et de leurs dettes.

558 2. Les comptes afférents aux débits et crédits visés au numéro 557 sont établis conformément aux dispositions des Règlements administratifs à moins d'arrangements particuliers entre les parties intéressées.

ARTICLE 81

Arbitrage: procédure

(Voir article 50)

559 1. La partie qui fait appel entame la procédure en transmettant à l'autre partie une notification de demande d'arbitrage.

560 2. Les parties décident d'un commun accord si l'arbitrage doit être confié à des personnes, à des administrations ou à des gouvernements. Au cas où, dans le délai d'un mois à compter du jour de la notification de la demande d'arbitrage, les parties n'ont pas pu tomber d'accord sur ce point, l'arbitrage est confié à des gouvernements.

561 3. Si l'arbitrage est confié à des personnes, les arbitres ne doivent ni être des ressortissants d'un pays partie dans le différend, ni avoir leur domicile dans un de ces pays, ni être à leur service.

562 4. Si l'arbitrage est confié à des gouvernements ou à des administrations de ces gouvernements, ceux-ci doivent être choisis parmi les Membres qui ne sont pas impliqués dans le différend, mais qui sont parties à l'accord dont l'application a provoqué le différend.

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563 5. Dans le délai de trois mois à compter de la date de réception de la notification de la demande d'arbitrage, chacune des deux parties en cause désigne un arbitre.

564 6. Si plus de deux parties sont impliquées dans le différend, chacun des deux groupes de parties ayant des intérêts communs dans le différend désigne un arbitre conformément à la procédure prévue aux numéros 562 et 563.

565 7 Les deux arbitres ainsi désignés s'entendent pour nommer un troisième arbitre qui, si les deux premiers sont des personnes et non des gouvernements ou des administrations, doit répondre aux conditions fixées au numéro 561, et qui, de plus, doit être d'une nationalité différente de celle des deux autres. A défaut d'accord entre les deux arbitres sur le choix du troisième arbitre, chaque arbitre propose un troisième arbitre n'ayant aucun intérêt dans le différend. Le secrétaire général procède alors à un tirage au sort pour désigner le troisième arbitre.

566 8. Les parties en désaccord peuvent s'entendre pour faire régler leur différend par un arbitre unique désigné d'un commun accord; elles peuvent aussi désigner chacune un arbitre et demander au secrétaire général de procéder à un tirage au sort pour désigner l'arbitre unique.

567 9 Le ou les arbitres décident librement de la procédure à suivre.

568 10. La décision de l'arbitre unique est définitive et lie les parties au différend. Si l'arbitrage est confié à plusieurs arbitres, la décision intervenue à la majorité des votes des arbitres est définitive et lie les parties.

569 11. Chaque partie supporte les dépenses qu'elle a encourues à l'occasion de l'instruction et de l'introduction de l'arbitrage. Les frais d'arbitrage, autres que ceux exposés par les parties elles-mêmes, sont répartis d'une manière égale entre les parties en litige.

570 12. L'Union fournit tous les renseignements se rapportant au différend dont le ou les arbitres peuvent avoir besoin.

CHAPITRE XIII

Règlements administratifs

ARTICLE 82

Règlements administratifs

571 Les dispositions de la Convention sont complétées par les Règlements administratifs suivants:

— le Règlement télégraphique,

— le Règlement téléphonique,

— le Règlement des radiocommunications,

— le Règlement additionnel des radiocommunications.

EN FOI DE QUOI, les plénipotentiaires respectifs ont signé la Convention en un exemplaire dans chacune des langues anglaise, chinoise, espagnole, française et russe, le texte français faisant foi en cas de contestation; cet exemplaire restera déposé aux archives de l'Union internationale des télécommunications, laquelle en remettra une copie à chacun des pays signataires.

Fait à Malaga-Torremolinos, le 25 octobre 1973.

POUR LA REPUBLIQUE D'AFGHANISTAN

AZIZULLAH ZAHIR
S.M. NACIM ALAWI

POUR L'ALGERIE (REPUBLIQUE ALGERIENNE DEMOCRATIQUE ET POPULAIRE)

N. BOUHIRED
B. CHEBEL
M. HARBI
H. HAFIS

POUR LA REPUBLIQUE FEDERALE D'ALLEMAGNE.

DIETRICH ELIAS
JOHANNES KUTTER

POUR LE ROYAUME DE L'ARABIE SAOUDITE.

FAISAL A. ZAIDAN
AHMED M. ZAIDAN
AHMED MUSTAFA MOHIDIR

TIAS 8572

POUR LA REPUBLIQUE ARGENTINE

ALDO SANTIAGO IRRERA
HECTOR VILLANUEVA
ROBERTO ANTONIO SALVADOR
LUIS MARIA LAURIELLI
OSVALDO BLAS DALMASSO
ENRIQUE GOMEZ PULYRRUDON

POUR L'AUSTRALIE.

EVAN SAWKINS
A. M. SMITH
E. SANDBACH
S. C. MOON
K. F. GREEN

POUR L'AUTRICHE:

R. PABESCHITZ
K. VAVRA
J. BAYER

POUR LA REPUBLIQUE POPULAIRE DU BANGLADESH

LOQMAN HUSAIN
A. B. M. TAHER
SYED SHAHIDUL ISLAM

POUR BARBADE.

FREDERICK G. SMITH
C. R. EDWARDS

POUR LA BELGIQUE.

ROBERT VAES
ALBERT AERTS

POUR LA REPUBLIQUE SOCIALISTE
SOVIETIQUE DE BIELORUSSIE.

P. AFANASSIEV

POUR L'UNION DE BIRMANIE.

U KHIN MAUNG TUN
U HLA THAW

POUR LA REPUBLIQUE DE BOLIVIE:

VICTOR SIERRA MÉRIDA

POUR LA REPUBLIQUE DE BOTSWANA.

E. M. TUMELO
B.A. MUDDLE

POUR LA REPUBLIQUE FEDERATIVE DU BRESIL.

HERVE BERLANDEZ PEDROSA
CLAUDIO CASTANHEIRA BRANDÃO
JOÃO SANTELLI JUNIOR
ANTONIO HUMBERTO DOS CAVALCANTI DE ALBUQUERQUE E FONTES BRAGA
HILTON SANTOS
AUGUSTO CEZAR GUIMARÃES RIBAS
ENEAS MACHADO DE ASSIS
JOSÉ ANTONIO MARQUES

POUR LA REPUBLIQUE POPULAIRE DE BULGARIE.

IGNATOV

POUR LA REPUBLIQUE DU BURUNDI.

J. SEMUHERERE.

MELCHIOR RWAKIRA
SATURNIN SEMUHERERE
ALBERT NTIBANDETSE
ROMAIN NZOBAKENGA

POUR LA REPUBLIQUE UNIE DU CAMEROUN

EMMAN. T. EGBE
JEAN JIPGUEP

TIAS 8572

POUR LE CANADA.

de MONTIGNY MARCHAND
ANITA SZLAZAK

POUR LA REPUBLIQUE CENTRAFRICAINE.

JOSEPH ANTOINE GOALO
FIDELE MANDABA-BORNOU
JEAN-CYRILLE KOUNKOU
JEAN-MARIE SAKILA

POUR LE CHILI.

JORGE BURR V.

POUR LA REPUBLIQUE POPULAIRE DE CHINE.

LIU CHENG-CHING
LIU YUAN

POUR LA REPUBLIQUE DE CHYPRE.

R. MICHAELIDES

POUR L'ETAT DE LA CITE DU VATICAN

ANTONIO STEFANIZZI
EVANDRO COSTA

POUR LA REPUBLIQUE POPULAIRE DU CONGO

JEAN-PIERRE BOUMBOU
JEAN-GABRIEL OKELI
ROGER RIZET

POUR LA REPUBLIQUE DE COREE.

HEUNG SUN SHIM
SEH KWAN OH

POUR COSTA RICA.

HECTOR SANCHEZ MIRANDA

POUR LA REPUBLIQUE DE COTE D'IVOIRE:

SOULEYMANE CISSOKO
KOUASSI APETE
CHRISTOPHE NUGNOU
AKA BONNY LEON
BKOU YAPO SAMSON

POUR CUBA

LUIS SOLA VILA

POUR LA REPUBLIQUE DU DAHOMEY

TAOFIQUI BOURAIMA
EMMANUEL MOUDJIBOU

POUR LE DANEMARK

GUNNAR PEDERSEN
HANS LAURSEN
HENRY PEDERSEN

POUR LA REPUBLIQUE DOMINICAINE

ANSELMO PAULINO-ALVAREZ

POUR LA REPUBLIQUE ARABE D'EGYPTE:

Dr. M. M. Riad

M. Badrawy

M. A Sedky

T. N Ekdawy

M. S. Abou Aly

DR M. M. RIAD
M. T. ELBADRAWY
M.A. SEDKY
T.N. EKDAWI
H. S. ABOU ALY

POUR LA REPUBLIQUE DE EL SALVADOR.

VICENTE SÁNCHEZ HERNÁNDEZ
OSCAR EDGARDO LARA

POUR LES EMIRATS ARABES UNIS:

HALIM FANOUS

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POUR L'EQUATEUR

MARCELO PAREDES CHIRIBOGA

POUR L'ESPAGNE

LEON HERRERA ESTEBAN
RAFAEL FERRER SAGRERA
PEDRO SANCHEZ PEREZ
JOSE MARIA ARTO MADRAZO
JOSE MANUEL PAREDES QUEVEDO

POUR LES ETATS-UNIS D'AMERIQUE.

JACOB D. BEAM
THOMAS E. NELSON

POUR L'ETHIOPIE.

BETRU ADMASSIE
GABRIEL - TEDROS
GIRMAW INGIDAYEHU
AMSALOU JEMERE

POUR LA FINLANDE.

OIVA SALOILA V. A. JOHANSSON

POUR LA FRANCE.

CHARLES-HERVE COTTEN
ALBERT CHASSIGNOL
MARIE HULT

POUR LA REPUBLIQUE GABONAISE.

THOMAS SOUAH
STANISLAS EWORE

POUR LE GHANA

R. K. BAFFOUR

POUR LA GRECE:

IOANNIS KOUTRAIOURIS
ARCHILAOS TSAROUCHAS

POUR LE GUATEMALA

ARTURO RIVERA G.
MIGUEL MORENO RIVERA
LUIS RENE PELLER SOLIS
IGNACIO GONZALEZ L.

POUR LA REPUBLIQUE DE GUINEE.

BABARA SOUMAH
SEKOU TOURE

POUR LA REPUBLIQUE DE LA GUINEE EQUATORIALE

LIBERATO ELA MANGUE

POUR LA REPUBLIQUE DE HAUTE-VOLTA:

M. SIMPORE
J. BALIMA
D. NIKIEMA
D. SANON

POUR LA REPUBLIQUE POPULAIRE HONGROISE:

DEZSO HORN

POUR LA REPUBLIQUE DE L'INDE.

M. K. BASU

POUR LA REPUBLIQUE D'INDONESIE.

SOEHARDJONO
J. SUTANGGAR TENGKER
M. K. M. MANGOENDIPRODJO
W. M. MANGOENDIPRODJO
HIRO TUGIMAN

POUR L'IRAN:

M. HERISCHI

POUR LA REPUBLIQUE D'IRAQ:

MOHAMED ABBAS AL-JUBOURY
JABBAR AL-AYBI AL-SHAHABI
DR GHASSAN A. KUBBA
SALIM KHALAF AL-ANI

POUR L'IRLANDE.

P. L. O'COLMAIN
A. J. LITTON
C. J. RAFFERTY

POUR L'ISLANDE.

S. THORKELSSON

POUR L'ETAT D'ISRAEL.

(-) M. SHAKKÉD

M. SHAKKED

POUR L'ITALIE

LUDOVICO BARATTIERI di SAN PIETRO

POUR LA JAMAIQUE.

C. A. WOODSTOCK
V. A. PANTON

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POUR LE JAPON.

佐藤信二 S Sato

矢野康夫 Yasuo Mano

増田元一 M. Masuda

二岩正男 Masao Iwaike

SHOJI SATO
YASUO MAENO
MOTOICHI MASUDA
MASAO IWAIKE

POUR LA REPUBLIQUE DU KENYA

ROGES MUSIMU MOINDE

POUR LA REPUBLIQUE KHMERE:

CHUM SIRATH

POUR L'ETAT DE KOWEIT

AHMED A. ALSAADOON
ABDULLA M. AL SABIJ
ABDULAZIZ A. ALAYOUB
SHAHELN K. ALGHANIM

POUR LE ROYAUME DU LAOS

KHAMLEUANG SAYARATH
FOY SOUVANLASY
THAO BO

POUR LE ROYAUME DE LESOTHO·

KIDANE ALEMAYTHU
B. N. MOKOATLE

POUR LE LIBAN

عن لبنان

MAURICE GHAZAL
HASSANE EZZEDINE
ELIE EID

POUR LA REPUBLIQUE DU LIBERIA.

TAYLOR E. MAJOR
SAMUEL H. BUTLER, SR.
MARY E. PAASEWE

POUR LA REPUBLIQUE ARABE LIBYENNE.

ZAKARIA AHMED FEHMI EL HAMMALI
RAMADAN A. SHERIMI

POUR LA PRINCIPAUTE DE LIECHTENSTEIN

DR BENNO BECK

POUR LE LUXEMBOURG

L. BERNARD

POUR LA MALAISIE.

SARDON BIN HAJI JUBIR
BUYONG BIN HAJI ABDULLAH
HAJI MOHAMMAD HASSAN BIN ABDU'L WAHAB
MAH SUCK WAH
MUHAMMAD RADZI BIN HAJI MANSOR

POUR LE MALAWI.

NYEMBA W. MBEKEANI
W. S. COWIE
S. J. F. S. MIJIGA

POUR LA REPUBLIQUE MALGACHE.

EDSON RAHALISON

POUR LA REPUBLIQUE DU MALI

MAMADOU SOW
MAMADOU SIDIBE

POUR LE ROYAUME DU MAROC:

M. BEN ABDELLAH
L. BOUTAMI

POUR MAURICE.

K. S. PYNDIAH

POUR LA REPUBLIQUE ISLAMIQUE DE MAURITANIE.

MOUSTAPHA N'DIAYE

POUR LE MEXIQUE.

AD REFERENDUM

JOSE J. HERNANDEZ

POUR MONACO.

C. C. SOLAMITO

TIAS 8572

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POUR LA REPUBLIQUE POPULAIRE DE MONGOLIE.

D. GARAM-OTCHIR
P. DETCHINLHUNDEV
E. ESLNJIN

POUR LE NEPAL.

RAM PRASAD SHARMA

POUR LE NICARAGUA

FLORENCIO A. MENDOZA G.
MANUEL CASTILLO J.
ANTONIO A. MULLHAUPT

POUR LA REPUBLIQUE DU NIGER:

IDE OUMAROU
R. BATOURE
I. IBRAHIM

POUR LA REPUBLIQUE FEDERALE DE NIGERIA

ZACCHEAUS OLUYIMI OMOLOLU
VICTOR ADETUNJI HAFINER
MODUPE MAJA-WASSIAMAL
RAPHAEL EJOH NATHAN INOMA
GODWIN CHUKWURA NNOLI

POUR LA NORVEGE

PER OVREGARD
P. MORTENSEN
THORVALD NEBELL

POUR LA NOUVELLE-ZELANDE.

A. W. BROCKWAY
N. A. WYLIE

POUR LE SULTANAT D'OMAN

HAMDAN ABDALLA ASSAID
NAASHIAH SAOUD AL-KHARUSI
GHALIB KHALID AL-SAID

POUR LA REPUBLIQUE DE L'OUGANDA.

J. S. MUSOKE

POUR LE PAKISTAN

ZAHEER AHMAD
HASAN MAHMOOD

POUR LA REPUBLIQUE DE PANAMA:

ELSA R. de MONZO

POUR PAPUA-NOUVELLE-GUINEE:

S. KULUPI
G. J. PERKINS

POUR LA REPUBLIQUE DU PARAGUAY:

FRANCISCO F. DUARTE
JUAN BALSEVICH
JUAN BAUTISTA YRÑEZ

POUR LE ROYAUME DES PAYS-BAS.

PHILIP LEENMAN

POUR LE PEROU:

GERMAN PARRA HERRERA
JUAN M. AGUAYO DEL R.
JORGE HERAUD PEREZ

POUR LA REPUBLIQUE DES PHILIPPINES

CEFERINO S. CARRLON
PEDRO P. VILLASENOR
CALIXTO V. ESPEJO
ANTONIO B. ESCALANTE

POUR LA REPUBLIQUE POPULAIRE DE POLOGNE.

H. BACZKO

POUR LA REPUBLIQUE DEMOCRATIQUE ALLEMANDE

M. CALOV

POUR LA REPUBLIQUE SOCIALISTE SOVIETIQUE D'UKRAINE.

V. SAVANTCHUK

POUR LA REPUBLIQUE SOCIALISTE DE ROUMANIE :

C. CEAUSESCU
L. CONSTANTINESCU
I. MARINESCU
P. H. ILIESCU

POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD :

H. A. DANIELS
T. U. MEYER
H. C. GREENWOOD
P. C. SANDERS
W. G. MOORE

POUR LA REPUBLIQUE RWANDAISE.

DENYS RWAGASORE
AMBROISE MAHATANE

POUR LA REPUBLIQUE DU SENEGAL

IBRAHIMA N'DIAYE
MAME N'DARAW CISSE
LEON DIA

POUR LA SIERRA LEONE.

A. E. FERGUSSON-NICOL

POUR LA REPUBLIQUE DE SINGAPOUR.

WAN SENG KONG

POUR LA REPUBLIQUE DEMOCRATIQUE SOMALIE.

MOHAMED AHMED ABDULLA

POUR LA REPUBLIQUE DEMOCRATIQUE DU SOUDAN

MUSTAFA AWAD ALLAM
MOHAMMED SALIH FADL

POUR LA REPUBLIQUE DE SRI LANKA (CEYLAN):

H.D.S.A. GUNAWARDENA

POUR LA SUEDE.

B. BJUREL
SVEN-ROLAND LETZEN
RUBEN NASLUND

POUR LA CONFEDERATION SUISSE

FRITZ LOCHER
B. DELALOYE
J. VALLOTON
R. RUTSCHI
TH. MOECKLI-PELET

POUR LA REPUBLIQUE UNIE DE TANZANIE.

RAPHAEL LUKINDO

POUR LA REPUBLIQUE DU TCHAD:

J. FENANE

POUR LA REPUBLIQUE SOCIALISTE TCHECOSLOVAQUE:

JIRA JIRI

POUR LA THAILANDE.

SRIBHUMI SUKHANUTR
SUTHORN LIMPISTHIEN
MAHIDOL CHANTRANGKURN
KOWIT SURAPUNTHU

POUR LA REPUBLIQUE TOGOLAISE:

WILLIAM OSSEYI
ANDRE DO AITHNARD
SETH NLNONENE

POUR TRINITE ET TOBAGO·

D. AUYONG
JEANNE M CADOGAN

TIAS 8572

POUR LA TUNISIE.

HABIB BEN CHEIKH
BRAHIM KHOUADJA
MOHAMED HACHICHA
HEDI ZEGHAL
GHANOUCHI SADOK
AZIZ LADJIMI
ZOUHIR BENLAKHAL
CHEDLY HELAL

POUR LA TURQUIE.

ERGUN ORCUN

POUR L'UNION DES REPUBLIQUES SOCIALISTES SOVIETIQUES

V. CHAMCHINE

POUR LA REPUBLIQUE ORIENTALE DE L'URUGUAY

JORGE C. SUAREZ

POUR LA REPUBLIQUE DE VENEZUELA.

MARIANO TIRADO
FERNANDO MIRALLES
CARLOS J. MARTINEZ
DOMINGO VALLADARES

POUR LA REPUBLIQUE DU VIET-NAM

HOA VAN MUI
VUONG QUANG NGHIA

TIAS 8572

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POUR LA REPUBLIQUE ARABE DU YEMEN

عن الجمهورية العربية اليمنية

A. DHAIFULLAH
S. A. EL-SINDY

POUR LA REPUBLIQUE DEMOCRATIQUE POPULAIRE DU YEMEN

عن جمهورية اليمن الديمقراطية الشعبية

ALI M. ALHAWTARY
ALI A. BASAHI

POUR LA REPUBLIQUE SOCIALISTE FEDERATIVE DE YOUGOSLAVIE:

P. VASILJEVIC

POUR LA REPUBLIQUE DU ZAIRE.

MPEMBELE MUNTU
YOKO YAKEMBE
N'SIALA MAVAMBU
NKUBITO-YA-RUGANGO

POUR LA REPUBLIQUE DE ZAMBIE.

B. J. SIMACHEMBELE

ANNEXE 1

(Voir numéro 3)

Afghanistan (République d')
Albanie (République Populaire d')
Algérie (République Algérienne Démocratique et Populaire)
Allemagne (République Fédérale d')
Arabie Saoudite (Royaume de l')
Argentine (République)
Australie
Autriche
Bangladesh (République Populaire du)
Barbade
Belgique
Biélorussie (République Socialiste Soviétique de)
Birmanie (Union de)
Bolivie (République de)
Botswana (République de)
Brésil (République Fédérative du)
Bulgarie (République Populaire de)
Burundi (République du)
Cameroun (République Unie du)
Canada
Centrafricaine (République)
Chili
Chine (République Populaire de)
Chypre (République de)
Cité du Vatican (Etat de la)
Colombie (République de)
Congo (République Populaire du)
Corée (République de)
Costa Rica
Côte d'Ivoire (République de)
Cuba
Dahomey (République du)
Danemark
Dominicaine (République)
Egypte (République Arabe d')
El Salvador (République de)
Emirats Arabes Unis
Equateur
Espagne
Etats-Unis d'Amérique
Ethiopie
Fidji
Finlande
France
Gabonaise (République)
Ghana
Grèce
Guatemala
Guinée (République de)
Guinée équatoriale (République de la)

Guyane
Haïti (République d')
Haute-Volta (République de)
Honduras (République de)
Hongroise (République Populaire)
Inde (République de l')
Indonésie (République d')
Iran
Iraq (République d')
Irlande
Islande
Israël (Etat d')
Italie
Jamaïque
Japon
Jordanie (Royaume Hachémite de)
Kenya (République du)
Khmère (République)
Koweït (Etat de)
Laos (Royaume du)
Lesotho (Royaume de)
Liban
Libéria (République du)
Libyenne (République Arabe)
Liechtenstein (Principauté de)
Luxembourg
Malaisie
Malawi
Maldives (République des)
Malgache (République)
Mali (République du)
Malte
Maroc (Royaume du)
Maurice
Mauritanie (République Islamique de)
Mexique
Monaco
Mongolie (République Populaire de)
Nauru (République de)
Népal
Nicaragua
Niger (République du)
Nigeria (République Fédérale de)
Norvège
Nouvelle-Zélande
Oman (Sultanat d')
Ouganda (République de l')
Pakistan
Panama (République de)
Paraguay (République du)
Pays-Bas (Royaume des)
Pérou
Philippines (République des)
Pologne (République Populaire de)
Portugal
Qatar (Etat du)
République Arabe Syrienne
République Démocratique Allemande
République Socialiste Soviétique d'Ukraine
Roumanie (République Socialiste de)
Royaume-Uni de Grande-Bretagne et d'Irlande du Nord
Rwandaise (République)
Sénégal (République du)
Sierra Leone
Singapour (République de)
Somalie (République Démocratique)
Soudan (République Démocratique du)

Sri Lanka (Ceylan) (République de)
Sudafricaine (République)
Suède
Suisse (Confédération)
Swaziland (Royaume du)
Tanzanie (République Unie de)
Tchad (République du)
Tchécoslovaque (République Socialiste)
Thaïlande
Togolaise (République)
Tonga (Royaume des)
Trinité et Tobago
Tunisie
Turquie
Union des Républiques Socialistes Soviétiques
Uruguay (République Orientale de l')
Venezuela (République de)
Viet-Nam (République du)
Yémen (République Arabe du)
Yémen (République Démocratique Populaire du)
Yougoslavie (République Socialiste Fédérative de)
Zaïre (République du)
Zambie (République de)

ANNEXE 2

Définition de certains termes employés dans la Convention et dans les Règlements de l'Union internationale des télécommunications

Administration: Tout service ou département gouvernemental responsable des mesures à prendre pour exécuter les obligations de la Convention internationale des télécommunications et des Règlements.

Brouillage nuisible: Toute émission, tout rayonnement ou toute induction qui compromet le fonctionnement d'un service de radionavigation ou d'autres services de sécurité [1] ou qui cause une grave détérioration de la qualité d'un service de radiocommunication fonctionnant conformément au Règlement des radiocommunications, le gêne ou l'interrompt de façon répétée.

Correspondance publique: Toute télécommunication que les bureaux et stations, par le fait de leur mise à la disposition du public, doivent accepter aux fins de transmission.

Délégation: Ensemble des délégués et, éventuellement, des représentants, conseillers, attachés ou interprètes envoyés par un même pays.

Chaque Membre est libre de composer sa délégation à sa convenance. En particulier, il peut y inclure en qualité de délégués, de conseillers ou d'attachés, des personnes appartenant à des exploitations privées reconnues par lui ou des personnes appartenant à d'autres entreprises privées qui s'intéressent aux télécommunications.

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[1] On considère comme service de sécurité tout service radioélectrique exploité de façon permanente ou temporaire pour assurer la sécurité de la vie humaine et la sauvegarde des biens.

Délégué: Personne envoyée par le gouvernement d'un Membre de l'Union à une Conférence de plénipotentiaires, ou personne représentant le gouvernement ou l'administration d'un Membre de l'Union à une conférence administrative ou à une réunion d'un Comité consultatif international.

Expert: Personne envoyée par un établissement national scientifique ou industriel autorisé par le gouvernement ou l'administration de son pays à assister aux réunions des commissions d'études d'un Comité consultatif international.

Exploitation privée: Tout particulier ou société, autre qu'une institution ou agence gouvernementale, qui exploite une installation de télécommunication destinée à assurer un service de télécommunication international ou susceptible de causer des brouillages nuisibles à un tel service.

Exploitation privée reconnue: Toute exploitation privée répondant à la définition ci-dessus, qui exploite un service de correspondance publique ou de radiodiffusion et à laquelle les obligations prévues à l'article 44 de la Convention sont imposées par le Membre sur le territoire duquel est installé le siège social de cette exploitation ou par le Membre qui a autorisé cette exploitation à établir et à exploiter un service de télécommunication sur son territoire.

Observateur· Personne envoyée par:

— les Nations Unies en exécution des dispositions de l'article 39 de la Convention;

— l'une des organisations internationales invitées ou admises conformément aux dispositions de la Convention à participer aux travaux d'une conférence;

— le gouvernement d'un Membre de l'Union participant sans droit de vote à une conférence administrative régionale tenue conformément aux dispositions des articles 7 et 54 de la Convention.

Radio: Préfixe s'appliquant à l'emploi des ondes radioélectriques.

Radiocommunication: Télécommunication réalisée à l'aide des ondes radioélectriques.

Représentant: Personne envoyée par une exploitation privée reconnue à une conférence administrative ou à une réunion d'un Comité consultatif international.

Service de radiodiffusion: Service de radiocommunication dont les émissions sont destinées à être reçues directement par le public en général. Ce service peut comprendre des émissions sonores, des émissions de télévision ou d'autres genres d'émission.

Service international: Service de télécommunication entre bureaux ou stations de télécommunication de toute nature, situés dans des pays différents ou appartenant à des pays différents.

Service mobile: Service de radiocommunication entre stations mobiles et stations terrestres, ou entre stations mobiles.

Télécommunication: Toute transmission, émission ou réception de signes, de signaux, d'écrits, d'images, de sons ou de renseignements de toute nature, par fil, radioélectricité, optique ou autres systèmes électromagnétiques.

Télégramme: Ecrit destiné à être transmis par télégraphie en vue de sa remise au destinataire. Ce terme comprend aussi le radiotélégramme, sauf spécification contraire.

Télégrammes, appels et conversations téléphoniques d'Etat: Télégrammes et appels et conversations téléphoniques émanant de l'une des autorités ci-après:

— chef d'un Etat;
— chef d'un gouvernement et membres d'un gouvernement;
— commandant en chef des forces militaires, terrestres, navales ou aériennes;
— agents diplomatiques ou consulaires;
— Secrétaire général des Nations Unies; chef des organes principaux des Nations Unies;
— Cour internationale de Justice.

Les réponses aux télégrammes d'Etat définis ci-dessus sont également considérées comme des télégrammes d'Etat.

Télégrammes de service: Télégrammes échangés entre:

a) les administrations;

b) les exploitations privées reconnues;

c) les administrations et les exploitations privées reconnues;

d) les administrations et les exploitations privées reconnues d'une part, et le secrétaire général de l'Union d'autre part;

et relatifs aux télécommunications publiques internationales.

Télégrammes privés: Télégrammes autres que les télégrammes d'Etat ou de service.

Télégraphie: Système de télécommunication qui intervient dans toute opération assurant la transmission et la reproduction à distance du contenu de tout document, tel qu'un écrit, un imprimé ou une image fixe, ou bien la reproduction à distance de tous genres d'information sous cette forme. Aux fins du Règlement des radiocommunications, le terme « télégraphie » signifie, sauf avis contraire, « un système de télécommunication assurant la transmission des écrits par l'utilisation d'un code de signaux ».

Téléphonie: Système de télécommunication établi en vue de la transmission de la parole, ou, dans certains cas, d'autres sons.

ANNEXE 3

(Voir article 39)

Accord entre l'Organisation des Nations Unies et l'Union internationale des télécommunications

PREAMBULE

En raison des dispositions de l'article 57 de la Charte des Nations Unies et de l'article 26 de la Convention de l'Union internationale des télécommunications conclue à Atlantic City en 1947, les Nations Unies et l'Union internationale des télécommunications conviennent de ce qui suit:

ARTICLE I

Les Nations Unies reconnaissent l'Union internationale des télécommunications, appelée ci-après « l'Union », comme l'institution spécialisée chargée de prendre toutes les mesures appropriées conformes à son Acte constitutif pour atteindre les buts qu'elle s'est fixés dans cet Acte.

ARTICLE II

Représentation réciproque

1. L'Organisation des Nations Unies sera invitée à envoyer des représentants pour participer, sans droit de vote, aux délibérations de toutes les

conférences plénipotentiaires et administratives de l'Union; elle sera également invitée, après s'être dûment concertée avec l'Union, à envoyer des représentants pour assister à des réunions de Comités consultatifs internationaux ou à toutes autres réunions convoquées par l'Union, avec le droit de participer, sans vote, à la discussion de questions intéressant les Nations Unies.

2. L'Union sera invitée à envoyer des représentants pour assister aux séances de l'Assemblée générale des Nations Unies aux fins de consultation sur les questions de télécommunication.

3. L'Union sera invitée à envoyer des représentants pour assister aux séances du Conseil économique et social des Nations Unies et du Conseil de tutelle, de leurs commissions et comités et à participer, sans droit de vote, à leurs délibérations quand il sera traité de points de l'ordre du jour auxquels l'Union serait intéressée.

4. L'Union sera invitée à envoyer des représentants pour assister aux séances des commissions principales de l'Assemblée générale au cours desquelles doivent être discutées des questions relevant de la compétence de l'Union, et à participer, sans droit de vote, à ces discussions.

5. Le Secrétariat des Nations Unies effectuera la distribution de tous exposés écrits présentés par l'Union aux Membres de l'Assemblée générale, du Conseil économique et social et de ses commissions, et du Conseil de tutelle, selon le cas. De même, les exposés écrits présentés par les Nations Unies seront distribués par l'Union à ses Membres.

ARTICLE III

Inscription de questions à l'ordre du jour

Après les consultations préliminaires qui pourraient être nécessaires, l'Union inscrira à l'ordre du jour des conférences plénipotentiaires ou administratives, ou des réunions d'autres organes de l'Union, les questions qui

lui seront proposées par les Nations Unies. Le Conseil économique et social et ses commissions, ainsi que le Conseil de tutelle inscriront pareillement à leur ordre du jour les questions proposées par les conférences ou les autres organes de l'Union.

ARTICLE IV

Recommandations des Nations Unies

1. L'Union, tenant compte du fait que les Nations Unies sont tenues de favoriser la réalisation des objectifs prévus à l'article 55 de la Charte, et d'aider le Conseil économique et social à exercer la fonction et le pouvoir que lui confère l'article 62 de la Charte de faire ou provoquer des études et des rapports sur des questions internationales dans les domaines économiques, sociaux, de la culture intellectuelle et de l'éducation, de la santé publique et autres domaines connexes, et d'adresser des recommandations sur toutes ces questions aux institutions spécialisées intéressées; tenant compte également du fait que les articles 58 et 63 de la Charte disposent que l'Organisation des Nations Unies doit faire des recommandations pour coordonner les activités de ces institutions spécialisées et les principes généraux dont elles s'inspirent, convient de prendre les mesures nécessaires pour soumettre le plus tôt possible, à son organe approprié, à toutes fins utiles, toutes recommandations officielles que l'Organisation des Nations Unies pourra lui adresser.

2. L'Union convient d'entrer en consultation avec l'Organisation des Nations Unies, à la demande de celle-ci au sujet de ces recommandations, et de faire connaître en temps voulu, à l'Organisation des Nations Unies, les mesures qu'auront prises l'Union ou ses Membres, pour donner effet à ces recommandations ou sur tout autre résultat de ces mesures.

3. L'Union coopérera à toute autre mesure qui pourrait être nécessaire pour assurer la coordination pleinement effective des activités des institutions spécialisées et de celles des Nations Unies. Elle convient notamment de collaborer avec tout organe ou à tous organes que le Conseil économique et social pourrait établir pour faciliter cette coordination et de fournir tous renseignements qui pourraient être nécessaires pour atteindre ces fins.

ARTICLE V

Echange de renseignements et de documents

1. Sous réserve des mesures qui pourraient être nécessaires pour sauvegarder le caractère confidentiel de certains documents, les Nations Unies et l'Union procéderont à l'échange le plus complet et le plus rapide possible de renseignements et de documents, pour satisfaire aux besoins de chacune d'elles.

2. Sans préjudice du caractère général des dispositions du paragraphe précédent:

a) l'Union présentera aux Nations Unies un rapport annuel sur son activité;

b) l'Union donnera suite, dans toute la mesure du possible, à toute demande de rapports spéciaux, d'études ou de renseignements que les Nations Unies pourraient lui adresser;

c) le Secrétaire général des Nations Unies procédera à des échanges de vues avec l'autorité compétente de l'Union, à la demande de celle-ci, pour fournir à l'Union les renseignements qui présenteraient pour elle un intérêt particulier.

ARTICLE VI

Assistance aux Nations Unies

L'Union convient de coopérer avec les Nations Unies, leurs organismes principaux et subsidiaires, et de leur fournir toute l'assistance qu'il lui sera possible, conformément à la Charte des Nations Unies et à la Convention internationale des télécommunications, en tenant pleinement compte de la situation particulière de ceux des Membres de l'Union qui ne sont pas Membres des Nations Unies.

ARTICLE VII

Relations avec la Cour internationale de Justice

1. L'Union convient de fournir à la Cour internationale de Justice tous renseignements que celle-ci peut lui demander en application de l'article 34 de son statut.

2. L'Assemblée générale des Nations Unies autorise l'Union à demander à la Cour internationale de Justice des avis consultatifs sur les questions juridiques qui se posent dans le domaine de sa compétence, autres que les questions concernant les relations mutuelles de l'Union avec l'Organisation des Nations Unies ou les autres institutions spécialisées.

3. Une requête de ce genre peut être adressée à la Cour par la Conférence plénipotentiaire ou par le Conseil administratif agissant en vertu d'une autorisation de la Conférence plénipotentiaire.

4. Quand elle demande un avis consultatif à la Cour internationale de Justice, l'Union informe de cette requête le Conseil économique et social.

ARTICLE VIII

Dispositions concernant le personnel

1. L'Organisation des Nations Unies et l'Union conviennent d'établir pour le personnel, dans toute la mesure du possible, des normes, méthodes et dispositions communes destinées à éviter des contradictions graves dans les termes et conditions d'emploi, ainsi que la concurrence dans le recrutement du personnel et à faciliter les échanges de personnel qui paraîtraient souhaitables de part et d'autre pour utiliser au mieux les services de ce personnel.

2. L'Organisation des Nations Unies et l'Union conviennent de coopérer, dans toute la mesure du possible, en vue d'atteindre les fins ci-dessus.

ARTICLE IX

Services statistiques

1. L'Organisation des Nations Unies et l'Union conviennent de s'efforcer de réaliser une collaboration aussi étroite que possible, l'élimination de tout double emploi dans leur activité et l'utilisation la plus efficace possible de leur personnel technique dans le rassemblement, l'analyse, la publication, la normalisation, l'amélioration et la diffusion de renseignements statistiques. Elles conviennent d'unir leurs efforts pour tirer le meilleur parti possible des renseignements statistiques et pour alléger la tâche des gouvernements et des autres organismes appelés à fournir ces renseignements.

2. L'Union reconnaît que l'Organisation des Nations Unies est l'organisme central chargé de recueillir, analyser, publier, normaliser, perfectionner et répandre les statistiques servant aux buts généraux des organisations internationales.

3. L'Organisation des Nations Unies reconnaît que l'Union est l'organisme central chargé de recueillir, analyser, publier, normaliser, perfectionner et répandre les statistiques dans le domaine qui lui est propre, sans préjudice des droits de l'Organisation des Nations Unies de s'intéresser à de telles statistiques, dans la mesure où elles peuvent être nécessaires à la réalisation de ses propres objectifs ou au perfectionnement des statistiques du monde entier. Il appartiendra à l'Union de prendre toutes décisions concernant la forme sous laquelle ses documents de service seront établis.

4. En vue de constituer un centre de renseignements statistiques destiné à l'usage général, il est convenu que les données fournies à l'Union aux fins d'incorporation à ses séries statistiques de base ou à ses rapports spéciaux seront, dans toute la mesure du possible, accessibles à l'Organisation des Nations Unies, sur sa demande.

5. Il est convenu que les données fournies à l'Organisation des Nations Unies aux fins d'incorporation à ses séries statistiques de base ou à ses rapports spéciaux seront accessibles à l'Union sur sa demande, dans toute la mesure où cela sera possible et opportun.

ARTICLE X

Services administratifs et techniques

1. L'Organisation des Nations Unies et l'Union reconnaissent qu'il est souhaitable, pour utiliser de la manière la plus efficace le personnel et les ressources disponibles, d'éviter, chaque fois que cela sera possible, la création de services dont les travaux se font concurrence ou chevauchent, et, en cas de besoin, de se consulter à cette fin.

2. L'Organisation des Nations Unies et l'Union prendront ensemble des dispositions en ce qui concerne l'enregistrement et le dépôt des documents officiels.

ARTICLE XI

Dispositions budgétaires et financières

1. Le budget ou le projet de budget de l'Union sera transmis à l'Organisation des Nations Unies en même temps qu'il sera transmis aux Membres de l'Union; l'Assemblée générale pourra faire des recommandations à l'Union à ce sujet.

2. L'Union aura le droit d'envoyer des représentants pour participer, sans droit de vote, aux délibérations de l'Assemblée générale ou de toutes commissions de cette Assemblée à tout moment où le budget de l'Union sera en discussion.

ARTICLE XII

Financement des services spéciaux

1. Si l'Union se trouve contrainte, à la suite d'une demande d'assistance, de rapports spéciaux ou d'études, présentés par l'Organisation des Nations Unies conformément à l'article VI ou à d'autres dispositions du présent accord, de faire face à d'importantes dépenses supplémentaires, les parties se consulteront pour déterminer comment faire face à ces dépenses de la manière la plus équitable possible.

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2. L'Organisation des Nations Unies et l'Union se consulteront également pour prendre les dispositions qu'elles jugeront équitables pour couvrir les frais des services centraux administratifs, techniques ou fiscaux et de toutes facilités ou assistance spéciales accordées par l'Organisation des Nations Unies à la demande de l'Union.

ARTICLE XIII

Laissez-passer des Nations Unies

Les fonctionnaires de l'Union auront le droit d'utiliser le laissez-passer des Nations Unies conformément aux accords spéciaux qui seront conclus par le Secrétaire général de l'Organisation des Nations Unies et les autorités compétentes de l'Union.

ARTICLE XIV

Accords entre institutions

1. L'Union convient d'informer le Conseil économique et social de la nature et de la portée de tout accord officiel envisagé entre l'Union et toute autre institution spécialisée ou toute autre organisation intergouvernementale ou toute organisation internationale non gouvernementale, et informera en outre le Conseil économique et social des détails de cet accord quand il sera conclu.

2. L'Organisation des Nations Unies convient d'informer l'Union de la nature et de la portée de tout accord officiel envisagé par toutes autres institutions spécialisées sur des questions qui peuvent intéresser l'Union et, en outre, fera part à l'Union des détails de cet accord quand il sera conclu.

ARTICLE XV

Liaison

1. L'Organisation des Nations Unies et l'Union conviennent des dispositions ci-dessus dans la conviction qu'elles contribueront à maintenir une

liaison effective entre les deux organisations. Elles affirment leur intention de prendre les mesures qui pourraient être nécessaires à cette fin.

2. Les dispositions concernant la liaison prévue par le présent accord s'appliqueront, dans toute la mesure appropriée, aux relations entre l'Union et l'Organisation des Nations Unies, y compris ses bureaux régionaux ou auxiliaires.

ARTICLE XVI

Service de télécommunication des Nations Unies

1. L'Union reconnaît qu'il est important pour l'Organisation des Nations Unies de bénéficier des mêmes droits que les Membres de l'Union dans l'exploitation des services de télécommunication.

2. L'Organisation des Nations Unies s'engage à exploiter les services de télécommunication qui dépendent d'elle conformément aux termes de la Convention internationale des télécommunications et du Règlement annexé à cette Convention.

3. Les modalités précises d'application de cet article feront l'objet d'arrangements distincts.

ARTICLE XVII

Exécution de l'accord

Le Secrétaire général des Nations Unies et l'autorité compétente de l'Union pourront conclure tous arrangements complémentaires qui paraîtront souhaitables en vue de l'application du présent accord.

ARTICLE XVIII

Révision

Cet accord sera sujet à révision par entente entre les Nations Unies et l'Union sous réserve d'un préavis de six mois de la part de l'une ou de l'autre partie.

ARTICLE XIX

Entrée en vigueur

1. Le présent accord entrera provisoirement en vigueur après approbation par l'Assemblée générale des Nations Unies et la Conférence plénipotentaire des télécommunications tenue à Atlantic City, en 1947

2. Sous réserve de l'approbation mentionnée au paragraphe 1, le présent accord entrera officiellement en vigueur en même temps que la Convention internationale des télécommunications conclue à Atlantic City en 1947 ou à une date antérieure selon la décision de l'Union.

PROTOCOLE FINAL (*)

à la

Convention internationale des télécommunications

(Malaga-Torremolinos, 1973)

Au moment de signer la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), les plénipotentiaires soussignés prennent acte des déclarations suivantes qui font partie des Actes finals de la Conférence de plénipotentiaires (Malaga-Torremolinos, 1973):

I

Pour la République d'Afghanistan:

La Délégation du Gouvernement de la République d'Afghanistan à la Conférence de plénipotentiaires de l'Union internationale des télécommunications (Malaga-Torremolinos, 1973) reserve a son Gouvernement le droit de n'accepter aucune mesure financière pouvant entraîner une augmentation de sa part contributive à l'Union, et de prendre toutes mesures qu'il jugera nécessaires pour protéger ses services de télécommunication au cas où des pays Membres n'observeraient pas les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973).

(*) *Note du Secrétariat général:* Les textes du Protocole final sont rangés par ordre chronologique de leur dépôt.

Dans la Table des matières ces textes son classés par ordre alphabétique des noms de pays.

II

Pour le Royaume du Swaziland:

La Délégation du Royaume du Swaziland reserve le droit de son Gouvernement de prendre toutes mesures qu'il jugera necessaires pour sauvegarder ses intérêts dans le cas où des Membres ou des Membres associés ne respecteraient pas, d'une façon ou d'une autre, les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) ou les Annexes et Règlements qui y sont joints, ou si des réserves faites par d'autres pays compromettaient le fonctionnement de ses services de télécommunication.

III

Pour la Grèce:

La Délégation hellénique déclare, au nom de son Gouvernement, qu'elle n'accepte aucune consequence des reserves faites par d'autres gouvernements, qui entraîneraient une augmentation de sa quote-part contributive aux dépenses de l'Union.

Elle réserve aussi le droit à son Gouvernement de prendre toutes mesures qu'il jugera necessaires pour proteger ses intérêts au cas où certains Membres de l'Union ne prendraient pas leur part des dépenses de l'Union ou manqueraient de quelque autre façon de se conformer aux dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) de ses Annexes ou des Protocoles qui y sont attachés, ou encore si des réserves formulées par d'autres pays compromettaient le bon fonctionnement de ses propres services de télécommunication.

IV

Pour le Pakistan:

La Délégation du Gouvernement du Pakistan à la Conférence de plénipotentiaires de l'Union internationale des télécommunications (Malaga-Torremolinos, 1973) se reserve le droit d'accepter ou non les conséquences que pourrait entrainer la non-adhésion d'un autre Membre de l'Union aux dispositions de la Convention de Malaga-Torremolinos (1973) ou des Règlements y annexés.

V

Pour la République d'Indonésie:

La Délégation de la République d'Indonésie reserve le droit de son Gouvernement:

1. de prendre toutes mesures qu'il estimera necessaires pour protéger ses intérêts si des Membres n'observent pas, de quelque manière que ce soit, les dispositions de la

Convention internationale des télécommunications (Malaga-Torremolinos, 1973) ou si des réserves formulées par d'autres pays compromettent le bon fonctionnement de ses services de télécommunication;

2. de prendre toute autre mesure conforme à la Constitution et aux lois de la République d'Indonésie.

VI

Pour la République de Chypre:

La Délégation de Chypre déclare que le Gouvernement de la République de Chypre ne peut accepter aucune incidence financière qui pourrait éventuellement résulter de réserves faites par d'autres gouvernements participant à la Conférence de plénipotentiaires de Malaga-Torremolinos (1973).

Elle réserve aussi le droit de son Gouvernement de prendre toutes mesures qu'il estimera nécessaires pour protéger ses intérêts si des Membres n'observent pas, de quelque manière que ce soit, les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), ou si des réserves formulées par d'autres pays compromettent le bon fonctionnement de ses services de télécommunication.

VII

Pour le Royaume du Laos:

La Délégation du Gouvernement Royal du Laos à la Conférence de plénipotentiaires de l'Union internationale des télécommunications réserve a son Gouvernement le droit de n'accepter aucune mesure financière pouvant entraîner une augmentation de sa part contributive aux dépenses de l'Union et de prendre toutes mesures qu'il jugera nécessaires pour sauvegarder ses intérêts dans le cas où des Membres de l'Union ne respecteraient pas d'une façon ou d'une autre, les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973).

Elle se réserve également le droit de ne pas participer aux paiements, quel qu'en soit le montant, des dettes dues par les pays Membres envers l'Union.

VIII

Pour le Chili:

La Délégation du Chili tient a signaler que chaque fois qu'apparaissent dans la Convention internationale des télécommunications, dans ses Annexes, dans les Règlements, ou dans des documents de quelque nature que ce soit, des mentions ou des références a des « territoires antarctiques » comme dépendances d'un Etat quelconque,

ces mentions ou références ne s'appliquent pas, et ne peuvent pas s'appliquer, au secteur antarctique chilien, qui fait partie integrante du territoire national de la République du Chili et sur lequel cette Republique possède des droits imprescriptibles.

IX

Pour la Jamaïque:

La Délégation de la Jamaïque réserve à son Gouvernement le droit de n'accepter aucune mesure financière susceptible de donner lieu à une augmentation de sa part contributive aux dépenses de l'Union, ainsi que le droit de prendre toutes mesures qu'il pourra juger nécessaires pour protéger ses intérêts au cas ou certains Membres ne prendraient pas leur part des dépenses de l'Union, ou manqueraient de quelque autre façon de se conformer aux dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), de ses Annexes ou des Protocoles qui y sont attaches, ou encore si des réserves formulées par d'autres pays compromettaient le bon fonctionnement des services de télécommunication de la Jamaïque.

X

Pour le Royaume de Lesotho:

La Délégation du Lesotho déclare au nom de son Gouvernement:

1. qu'elle n'accepte aucune consequence des réserves formulées par un pays quel qu'il soit, et reserve a son Gouvernement le droit de prendre toutes mesures qu'il pourra juger necessaires;

2. qu'elle réserve à son Gouvernement le droit de prendre toutes mesures qu'il pourra juger nécessaires pour proteger ses intérêts si d'autres pays n'observent pas les dispositions de la presente Convention (Malaga-Torremolinos, 1973).

XI

Pour la République du Libéria:

La Délégation de la République du Liberia réserve à son Gouvernement le droit de prendre toutes mesures qu'il pourra juger necessaires pour protéger ses intérêts si des Membres n'observent pas, de quelque manière que ce soit, les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) ou de ses Annexes ou Protocoles, ou si les reserves d'autres pays peuvent compromettre les services de télécommunication de la République du Liberia ou entrainer une augmentation de sa part contributive aux dépenses de l'Union.

XII

Pour le Malawi:

La Délégation du Malawi réserve à son Gouvernement le droit de prendre toutes mesures qu'il pourra juger nécessaires pour protéger ses intérêts si certains Membres ne paient pas leurs parts contributives aux dépenses de l'Union ou n'observent pas, de quelque manière que ce soit, les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) ou de ses Annexes ou Protocoles, ou si les réserves d'autres pays peuvent compromettre ses services de télécommunication.

XIII

Pour la République Rwandaise:

La Délégation de la République Rwandaise réserve à son Gouvernement le droit:

1. de n'accepter aucune mesure financière pouvant entraîner une augmentation de sa quote-part contributive aux dépenses de l'Union;

2. de prendre toutes les mesures qu'il estimera nécessaires pour protéger ses intérêts si des Membres n'observent pas, de quelque manière que ce soit, les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), ou si des réserves formulées par d'autres pays compromettent le bon fonctionnement de ses services de télécommunication.

XIV

Pour la République de Singapour:

La Délégation de la République de Singapour réserve à son Gouvernement le droit de prendre toutes mesures qu'il pourra juger nécessaires pour protéger ses intérêts si des pays n'observent pas, de quelque manière que ce soit, les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), ou si les réserves de ces pays peuvent compromettre ses services de télécommunication ou entraîner une augmentation de sa part contributive aux dépenses de l'Union.

XV

Pour la République Socialiste Soviétique de Biélorussie, la République Populaire de Bulgarie, Cuba, la République Populaire Hongroise, la République Populaire de Mongolie, la République Populaire de Pologne, la République Démocratique Alle-

mande, la République Socialiste Soviétique d'Ukraine, la République Socialiste Tchécoslovaque et l'Union des Républiques Socialistes Soviétiques:

Les Délégations des pays ci-dessus déclarent, au nom de leurs Gouvernements respectifs:

— que le Viet-Nam du Sud étant constitué de deux zones et relevant de deux administrations (le Gouvernement révolutionnaire provisoire de la République du Viet-Nam du Sud et les autorités de Saïgon), on ne saurait considérer que les délégués des autorités de Saïgon signent la Convention et les autres Actes finals de la Conférence de plénipotentiaires au nom du Viet-Nam du Sud:

— que la partie méridionale de la Corée ne représentant pas la Corée tout entière, on ne saurait considérer que les délégués de la Corée du Sud signent la Convention et les autres Actes finals de la Conférence de plénipotentiaires au nom de la Corée.

XVI

Pour Barbade:

La Délégation de Barbade réserve à son Gouvernement le droit de prendre toutes mesures qu'il pourra juger nécessaires pour protéger ses intérêts si un ou plusieurs Membres ne paient pas leurs parts contributives aux dépenses de l'Union, ou n'observent pas, de quelque manière que ce soit, les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) ou de ses Annexes ou Protocoles, ou si les réserves d'autres Membres peuvent compromettre les services de télécommunication de Barbade.

XVII

Pour la République Populaire du Bangladesh:

1. En signant le Protocole final à la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), la Délégation de la République Populaire du Bangladesh réserve à son Gouvernement le droit de n'accepter aucune incidence financière susceptible d'entraîner une augmentation de sa part contributive aux dépenses de l'Union, pouvant découler des réserves formulées par d'autres gouvernements ayant pris part à la Conférence de plénipotentiaires de Malaga-Torremolinos (1973).

2. La Délégation de la République Populaire du Bangladesh réserve en outre à son Gouvernement le droit de prendre toutes mesures qu'il pourra juger nécessaires pour protéger ses intérêts si des Membres n'observent pas, de quelque manière que ce soit, les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) ou de ses Annexes ou Protocoles, ou si les réserves formulées par d'autres Gouvernements devaient compromettre le bon fonctionnement de ses propres services de télécommunication.

3. De plus, elle réserve à son Gouvernement le droit d'adhérer aux dispositions de tout ou partie des Règlements administratifs cités à l'article 82 du Règlement général, à savoir, le Règlement télégraphique, le Règlement téléphonique, le Règlement des radiocommunications et le Règlement additionnel des radiocommunications.

XVIII

Pour la Malaisie:

La Délégation de la Malaisie:

1. réserve à son Gouvernement le droit de prendre toutes mesures qu'il pourra juger nécessaires pour protéger ses intérêts si des Membres n'observent pas, de quelque manière que ce soit, les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) ou si les réserves d'autres pays peuvent compromettre ses services de télécommunication;

2. déclare que la signature de la Convention susmentionnée et la ratification éventuelle de celle-ci par le Gouvernement de la Malaisie n'ont aucune valeur en ce qui concerne le Membre paraissant à l'Annexe 1 sous le nom d'Israël, et n'impliquent d'aucune manière la reconnaissance de ce Membre par le Gouvernement de la Malaisie.

XIX

Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:

La Délégation du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord réserve à son Gouvernement le droit de prendre toutes mesures qu'il pourra estimer nécessaires pour protéger ses intérêts au cas où certains Membres ne prendraient pas leur part des dépenses de l'Union ou manqueraient de quelque autre façon de se conformer aux dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), de ses Annexes ou des Protocoles qui y sont attachés, ou encore si des réserves formulées par d'autres pays compromettaient le bon fonctionnement de ses services de télécommunication.

XX

Pour la Turquie:

La Délégation du Gouvernement de la Turquie à la Conférence de plénipotentiaires de l'Union internationale des télécommunications (Malaga-Torremolinos, 1973) réserve le droit de son Gouvernement de prendre toutes mesures qu'il pourra estimer nécessaires pour protéger ses intérêts, si des réserves formulées par d'autres Membres de l'Union doivent conduire à augmenter sa part de contribution aux dépenses de l'Union.

XXI

Pour la République Socialiste Fédérative de Yougoslavie:

La Délégation de la République Socialiste Fédérative de Yougoslavie déclare, au nom de son Gouvernement:

1. que, puisqu'il existe au Viet-Nam du Sud deux régions et deux administrations, le Gouvernement révolutionnaire provisoire de la République du Viet-Nam du Sud et le régime de Saïgon, on ne peut pas considérer que la Convention ni les autres Actes de la Conférence de plénipotentiaires de Malaga-Torremolinos (1973), signés par les représentants du régime de Saïgon, ont été signés au nom du Viet-Nam du Sud;

2. que les représentants de la Corée du Sud n'ont pas le droit de signer la Convention ni les autres Actes de la Conférence de plénipotentiaires de Malaga-Torremolinos (1973) au nom de toute la Corée.

XXII

Pour la République Socialiste de Roumanie:

A

La Délégation de la République Socialiste de Roumanie déclare, au nom de son Gouvernement:

1. qu'elle considère comme absolument injustifiée et dépourvue de toute valeur juridique la prétention des représentants de la Corée du Sud de parler au sein de l'U. I. T. au nom de la Corée tout entière, car le régime de Séoul ne représente pas et ne peut pas représenter le peuple coréen;

2. en même temps, déclare que l'administration de Saïgon ne peut représenter, d'une manière unilatérale le Viet-Nam du Sud.

La Délégation de la République Socialiste de Roumanie considère que le seul représentant légal du Cambodge est le Gouvernement Royal de l'Union Nationale du Cambodge.

B

La Délégation de la République Socialiste de Roumanie réserve le droit de son Gouvernement de prendre toutes mesures qu'il jugera nécessaires pour protéger ses intérêts et d'accepter ou non les conséquences financières qui pourraient éventuellement résulter des réserves faites par d'autres pays.

XXIII

Pour la Malaisie:

La Délégation de la Malaisie réserve à son Gouvernement le droit de prendre toutes mesures qu'il jugera nécessaires pour protéger ses intérêts au cas où certains Membres manqueraient de participer aux dépenses de l'Union.

XXIV

Pour la Thaïlande:

La Délégation de la Thaïlande réserve le droit de son Gouvernement de prendre toutes mesures qu'il estimera nécessaires pour protéger ses intérêts au cas où un pays quelconque n'observerait pas, de quelque manière que ce soit, les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), ou si les réserves formulées par un pays quelconque devaient compromettre le bon fonctionnement des services de télécommunication de la Thaïlande ou conduire à une augmentation de sa part de contribution aux dépenses de l'Union.

XXV

Pour la République Malgache:

La Délégation de la République Malgache réserve à son Gouvernement le droit de prendre toutes mesures qu'il jugera utiles pour protéger ses intérêts au cas où des Membres de l'Union n'observeraient pas, de quelque manière que ce soit, les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), ou si des réserves formulées par d'autres pays compromettaient le bon fonctionnement de ses propres services de télécommunication.

Elle réserve aussi le droit à son Gouvernement de n'accepter aucune incidence financière resultant des réserves faites par d'autres Gouvernements participant à la présente Conférence.

XXVI

Pour le Guatemala:

La Délégation du Gouvernement du Guatemala à la Conférence de plénipotentiaires de l'Union internationale des télécommunications (Malaga-Torremolinos, 1973) réserve à son Gouvernement le droit de n'accepter aucune mesure financière qui puisse entraîner une augmentation de sa part contributive aux dépenses de l'Union; de plus, elle réserve également ce droit pour ce qui est du paiement, quel qu'en soit le montant, des sommes dues par des pays Membres de l'Union.

XXVII

Pour Trinité et Tobago:

La Délégation du Gouvernement de Trinité et Tobago réserve le droit de son Gouvernement de n'accepter aucune mesure financière qui pourrait entraîner une augmentation de sa part contributive, et de prendre toutes mesures qu'il pourra estimer necessaires pour protéger ses interêts si certains Membres ne contribuent pas aux dépenses de l'Union ou n'observent pas, de quelque manière que ce soit, les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), de ses Annexes ou des Protocoles qui y sont attachés, ou encore si des réserves formulées par d'autres pays devaient compromettre le bon fonctionnement de ses services de télécommunication.

XXVIII

Pour la République Islamique de Mauritanie:

La Délégation du Gouvernement de la République Islamique de Mauritanie à la Conférence de plénipotentiaires de l'Union internationale des télécommunications (Malaga-Torremolinos, 1973) reserve a son Gouvernement le droit de n'accepter aucune mesure financière pouvant entraîner une augmentation de sa part contributive à l'Union, et de prendre toutes mesures qu'il jugera nécessaires pour protéger ses services de télécommunication au cas ou des pays Membres n'observeraient pas les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973).

XXIX

Pour la République Fédérale d'Allemagne, l'Autriche, la Belgique, le Danemark, la Finlande, l'Islande, la Principauté de Liechtenstein, la Norvège, le Royaume des Pays-Bas, la Suede et la Confédération Suisse:

En ce qui concerne l'article 82 de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), les Délégations des pays susmentionnés déclarent formellement maintenir les réserves qu'elles ont formulées au nom de leurs administrations lors de la signature des Règlements mentionnés dans l'article 82.

XXX

Pour la République Démocratique Somalie:

La Délégation de la Somalie déclare que le Gouvernement de la République Démocratique Somalie ne saurait accepter aucune des conséquences financières

qui pourraient découler des réserves faites par d'autres Gouvernements participant à la Conférence de plénipotentiaires (Malaga-Torremolinos, 1973).

Il reserve également à son Gouvernement le droit de prendre toutes mesures qu'il jugera nécessaires pour sauvegarder ses intérêts au cas où certains Membres manqueraient de quelque façon que ce soit de se conformer aux dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), ou encore si les réserves formulées par d'autres pays compromettaient le bon fonctionnement de ses services de télécommunication.

XXXI

Pour le Nicaragua:

La Délégation du Nicaragua déclare qu'elle réserve à son Gouvernement le droit d'accepter ou de refuser les conséquences de toute réserve éventuellement formulée qui entraînerait une augmentation de sa part contributive aux dépenses de l'Union.

XXXII

Pour la République Unie du Cameroun:

La Délégation de la République Unie du Cameroun à la Conférence de plénipotentiaires de l'Union internationale des télécommunications (Malaga-Torremolinos, 1973) déclare au nom de son Gouvernement que celui-ci se réserve le droit de prendre toutes mesures utiles à la sauvegarde de ses intérêts, si les réserves émises par d'autres délégations au nom de leurs Gouvernements ou le non-respect de la Convention tendaient à compromettre la bonne marche de son service de télécommunication.

Le Gouvernement de la République Unie du Cameroun n'accepte en outre aucune conséquence des réserves faites par d'autres délégations à la présente Conférence ayant pour conséquence l'augmentation de sa quote-part contributive aux dépenses de l'Union.

XXXIII

Pour la République du Kenya:

La Délégation de la République du Kenya réserve à son Gouvernement le droit de prendre toutes mesures qu'il estimera nécessaires pour protéger ses intérêts si certains Membres n'observent pas, de quelque manière que ce soit, les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), ou si les réserves formulées par d'autres pays devaient compromettre le bon fonctionnement de ses services de télécommunication ou conduire à une augmentation de sa part contributive aux dépenses de l'Union.

XXXIV

Pour la République de l'Ouganda:

La Délégation du Gouvernement de la République de l'Ouganda réserve à son Gouvernement le droit de prendre toutes mesures qu'il estimera nécessaires pour protéger ses intérêts si un Membre n'observe pas de quelque manière que ce soit, les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) ou si les reserves formulées par un Membre devaient compromettre le bon fonctionnement de ses services de télécommunication ou conduire à une augmentation de sa part contributive aux dépenses de l'Union.

XXXV

Pour la République Unie de Tanzanie:

La Délégation de la République Unie de Tanzanie reserve à son Gouvernement le droit de prendre toutes mesures qu'il estimera necessaires pour proteger ses interêts si certains Membres n'observent pas, de quelque manière que ce soit, les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) ou si les reserves formulées par d'autres pays devaient compromettre le bon fonctionnement de ses services de télécommunication ou conduire à une augmentation de sa part contributive aux dépenses de l'Union.

XXXVI

Pour l'Italie:

La Délégation de l'Italie déclare que le Gouvernement italien ne peut accepter aucune consequence financière susceptible de découler de reserves faites par d'autres Gouvernements participant a la Conférence de plénipotentiaires (Malaga-Torremolinos, 1973).

Elle réserve également à son Gouvernement le droit de prendre toutes mesures qu'il estimera necessaires pour proteger ses interêts si des Membres manquaient, de quelque manière que ce soit, de se conformer aux dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), ou si des réserves formulées par d'autres pays devaient compromettre le bon fonctionnement de ses services de télécommunication.

XXXVII

Pour l'Algerie (République Algérienne Démocratique et Populaire), le Royaume de l'Arabie Saoudite, la République Arabe d'Egypte, les Emirats Arabes Unis, la République d'Iraq, l'Etat de Koweït, le Liban, la République Arabe Libyenne,

le Royaume du Maroc, la République Islamique de Mauritanie, le Sultanat d'Oman, le Pakistan, la République Démocratique Somalie, la République Démocratique du Soudan, la Tunisie, la République Arabe du Yémen, la République Démocratique Populaire du Yémen:

Les Délégations des pays ci-dessus déclarent que leur signature de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), ainsi que la ratification éventuelle ultérieure de cet Acte par leurs Gouvernements respectifs, ne sont pas valables vis-à-vis du Membre inscrit à l'Annexe 1 à ladite Convention sous le nom d'Israël et n'impliquent aucunement sa reconnaissance.

XXXVIII

Pour les Etats-Unis d'Amérique:

Les Etats-Unis d'Amérique déclarent formellement que, par la signature de la présente Convention en leur nom, les Etats-Unis d'Amérique n'acceptent aucune obligation concernant le Règlement téléphonique ou le Règlement additionnel des radiocommunications, visés à l'article 42 de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) et à l'article 82 du Règlement général de cette Convention.

XXXIX

Pour la République d'Afghanistan:

Le Gouvernement de la République d'Afghanistan se réserve le droit de faire toute déclaration ou réserve jusqu'au moment ou il aura ratifié la Convention (Malaga-Torremolinos, 1973).

XL

Pour la République Fédérale de Nigeria:

En signant la présente Convention, la Délégation de la République Fédérale de Nigeria déclare que son Gouvernement se réserve le droit de prendre toutes mesures qu'il pourra juger nécessaires pour protéger ses intérêts au cas où certains Membres de l'Union ne prendraient pas leur part des dépenses de l'Union ou manqueraient de quelque autre façon de se conformer aux dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), de ses Annexes ou des Protocoles qui y sont attachés, ou encore si des réserves formulées par d'autres pays compromettaient le bon fonctionnement des services de télécommunication de la République Fédérale de Nigeria.

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XLI

Pour Maurice:

La Délégation de Maurice réserve à son Gouvernement le droit de prendre toutes mesures qu'il jugera necessaires pour protéger ses interêts au cas ou certains Membres ne prendraient pas leur part des dépenses de l'Union ou ne se conformeraient pas de quelque autre manière aux dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), de ses Annexes ou des Protocoles qui y sont attaches, ou encore si les reserves formulées par d'autres pays devaient compromettre le bon fonctionnement de ses services de télécommunication.

XLII

Pour le Danemark, la Finlande, l'Islande, la Norvège et la Suède:

Les Délégations des pays ci-dessus déclarent, au nom de leurs Gouvernements respectifs, qu'elles n'acceptent aucune consequence des reserves qui entraîneraient une augmentation de leur quote-part contributive aux dépenses de l'Union.

XLIII

Pour la République Démocratique Populaire du Yémen:

La Délégation de la République Démocratique Populaire du Yémen réserve à son Gouvernement le droit de prendre toutes mesures qu'il pourra juger nécessaires pour proteger ses interêts au cas ou un pays manquerait de quelque façon que ce soit de se conformer aux dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), ou encore si des réserves formulées par d'autres pays compromettaient le bon fonctionnement de ses services de télécommunication ou étaient susceptibles de donner lieu a une augmentation de sa part contributive aux dépenses de l'Union.

XLIV

Pour la République de l'Inde:

1. En signant les Actes finals de la Conférence de plénipotentiaires de l'Union internationale des télécommunications (Malaga-Torremolinos, 1973), la République de l'Inde n'accepte aucune consequence financière des réserves qui ont pu être faites par un Membre au sujet des finances de l'Union.

2. De plus, la Délégation de la République de l'Inde réserve à son Gouvernement le droit de prendre éventuellement des mesures appropriées pour assurer le bon

fonctionnement de l'Union et de ses organismes permanents, ainsi que l'application du Règlement général et des Règlements administratifs annexés à la Convention si un pays quelconque fait des réserves et/ou n'accepte pas les dispositions de la Convention et des Règlements précités.

XLV

Pour la Sierra Leone:

La Délégation de la Sierra Leone déclare qu'elle réserve à son Gouvernement le droit de n'accepter aucune mesure financière susceptible de donner lieu à une augmentation de sa part contributive aux dépenses de l'Union.

Elle réserve en outre à son Gouvernement le droit de prendre toutes mesures qu'il jugera nécessaires à la sauvegarde de ses intérêts au cas où des Membres de l'Union n'observeraient pas, de quelque manière que ce soit, les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), ou si les réserves formulées par d'autres pays Membres devaient compromettre le bon fonctionnement de ses services de télécommunication.

XLVI

Pour la République Populaire du Congo:

La Délégation de la République Populaire du Congo réserve à son Gouvernement le droit de n'accepter aucune mesure financière susceptible de donner lieu à une éventuelle augmentation de sa part contributive aux dépenses de l'Union, ainsi que le droit de prendre toutes mesures qu'il pourra juger nécessaires pour protéger ses intérêts au cas où certains Membres ne prendraient pas leur part des dépenses de l'Union, ou manqueraient de se conformer aux dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973).

XLVII

Pour la République de Botswana:

La Délégation de la République de Botswana déclare qu'elle réserve à son Gouvernement le droit de prendre toutes mesures qu'il pourrait juger nécessaires pour sauvegarder ses intérêts, au cas où un ou plusieurs Membres ne prendraient pas leur part des dépenses de l'Union, ou au cas ou certains Membres n'observeraient pas, de quelque manière que ce soit, les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) ou des Règlements, Annexes et Protocoles qui y sont attachés, ou encore au cas où les réserves formulées par d'autres pays devaient compromettre le bon fonctionnement de ses services de télécommunication.

XLVIII

Pour le Ghana:

1. La Délégation du Ghana déclare que sa signature de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), et la ratification subséquente de ce document par son Gouvernement, n'impliquent en aucune façon la reconnaissance du Gouvernement de la République Sudafricaine et n'entraînent aucune obligation envers ce Gouvernement.

2. La Délégation du Ghana réserve egalement a son Gouvernement le droit de prendre toutes mesures qu'il jugera necessaires pour proteger ses intérêts dans le cas où le bon fonctionnement de ses services de télécommunication serait compromis du fait de l'inobservation des dispositions de ladite Convention par d'autres Membres ou de réserves formulées par ceux-ci.

XLIX

Pour la République Socialiste Soviétique de Biélorusse, la République Populaire de Bulgarie, Cuba, la République Populaire Hongroise, la République Populaire de Mongolie, la République Populaire de Pologne, la République Démocratique Allemande, la République Socialiste Soviétique d'Ukraine, la République Socialiste de Roumanie, la République Socialiste Tchecoslovaque et l'Union des Républiques Socialistes Soviétiques:

Les Délégations des pays ci-dessus déclarent, au nom de leurs Gouvernements respectifs, qu'en signant la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), ils laissent ouverte la question de l'acceptation du Règlement des radiocommunications (Geneve, 1959).

L

Pour la République Populaire de Bulgarie, Cuba, la République Populaire Hongroise, la République Populaire de Mongolie, la République Populaire de Pologne, la République Démocratique Allemande et la République Socialiste Tchecoslovaque:

Les Délégations des pays ci-dessus reservent a leurs Gouvernements respectifs le droit de prendre toutes mesures qu'ils pourront juger nécessaires à la sauvegarde de leurs intérêts si des réserves formulées par d'autres pays doivent conduire à augmenter leurs parts de contributions aux dépenses de l'Union, ou si certains Membres de l'Union ne prennent pas leur part des dépenses de l'Union.

LI

Pour Cuba:

La Délégation de Cuba à la Conférence de plénipotentiaires (Malaga-Torremolinos, 1973) déclare, au nom de son Gouvernement révolutionnaire, qu'elle ne reconnaît aucune valeur juridique ni morale à la signature des Actes finals de la délégation fantoche du régime de Lon Nol. Seuls les représentants du Gouvernement royal de l'Unité nationale de Kampuchea (G. R. U. N. K.) sont habilités à signer, au nom du Cambodge, les Actes finals de la présente Conférence.

LII

Pour la République de Côte d'Ivoire:

La Délégation de la République de Côte d'Ivoire déclare qu'elle réserve pour son Gouvernement le droit d'accepter ou de refuser les conséquences des réserves formulées dans la présente Convention (Malaga-Torremolinos, 1973) par d'autres Gouvernements et qui pourraient entraîner une augmentation de sa part de contribution aux dépenses de l'Union ou qui pourraient compromettre ses services de télécommunication.

LIII

Pour l'Australie:

La Délégation de l'Australie réserve à son Gouvernement le droit de prendre toutes mesures qu'il pourrait estimer nécessaires pour protéger ses intérêts au cas où certains Membres ne prendraient pas leur part des dépenses de l'Union quant aux dettes existantes et aux intérêts y afférents ou quant aux futurs engagements, ou manqueraient de quelque autre façon de se conformer aux dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), ou des Annexes, Protocoles et Règlements qui y sont attachés, ou encore si des réserves formulées par d'autres pays compromettaient le bon fonctionnement de ses services de télécommunication.

LIV

Pour la Nouvelle-Zélande:

La Délégation de la Nouvelle-Zélande réserve à son Gouvernement le droit de prendre toutes mesures qu'il pourra juger nécessaires pour protéger ses intérêts au cas où certains Membres ne prendraient pas leur part des dépenses de l'Union, ou manqueraient de quelque autre façon de se conformer aux dispositions de la Convention

internationale des télécommunications (Malaga-Torremolinos, 1973), de ses Annexes ou des Protocoles qui y sont attachés, ou encore si des reserves formulées par d'autres pays compromettaient le bon fonctionnement des services de télécommunication de la Nouvelle-Zélande.

LV

Pour la République du Niger:

La Délégation de la Republique du Niger a la Conférence de plénipotentiaires de l'Union internationale des télécommunications, déclare n'accepter aucune augmentation de sa part contributive au budget de l'Union, en raison de la défaillance de quelque Membre que ce soit, aux reglements de ses contributions et autres frais connexes.

Elle réserve de plus le droit de son Gouvernement de prendre toutes mesures utiles pour protéger ses interêts en matière de télécommunications du fait du non-respect de la Convention de Malaga-Torremolinos, 1973, par un Membre quelconque de l'Union.

LVI

Pour la République Populaire du Congo:

La Délégation de la République Populaire du Congo déclare, au nom de son Gouvernement que:

1. le Viet-Nam du Sud étant constitué de deux zones et relevant de deux administrations (le Gouvernement révolutionnaire provisoire de la République du Viet-Nam du Sud et les autorités de Saïgon), on ne saurait considérer que les délégués des autorités de Saïgon signent la Convention et les autres Actes finals de la Conférence de plénipotentiaires au nom du Viet-Nam du Sud tout entier;

2. la partie méridionale de la Coree ne representant pas la Coree tout entière, on ne saurait considérer que les délégues de la Coree du Sud signent la Convention et les autres Actes finals de la Conférence de plénipotentiaires au nom de la Corée.

LVII

Pour la République de Sri Lanka (Ceylan):

La Délégation du Gouvernement de la Republique de Sri Lanka (Ceylan) à la Conférence de plénipotentiaires de l'Union internationale des télécommunications (Malaga-Torremolinos, 1973) reserve a son Gouvernement:

1. le droit de refuser toute mesure financière qui pourrait conduire à une augmentation de sa part contributive aux dépenses de l'Union;

2. le droit de prendre toutes mesures qu'il pourra juger nécessaires pour protéger ses intérêts au cas où des Membres manqueraient, de quelque manière que ce soit, d'observer les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) ou de ses Annexes ou des Règlements qui y sont annexés, ou encore si des réserves formulées par d'autres pays devaient compromettre le bon fonctionnement de ses services de télécommunication,

3. et de prendre s'il y a lieu toute autre mesure conforme à la Constitution et aux lois de la République de Sri Lanka (Ceylan).

LVIII

Pour la République Khmere:

La Délégation de la République Khmère réserve le droit de son Gouvernement quant a la ratification des Actes finals de la Conférence, à cause des réserves la concernant faites par certaines délégations.

Elle déclare en outre n'accepter aucune mesure financière ayant pour effet d'augmenter sa part contributive.

LIX

Pour la République Populaire de Chine:

La Délégation de la République Populaire de Chine désire déclarer ce qui suit:

1. La clique du traître Lon Nol n'est qu'une poignée de cambodgiens tirés de la lie du peuple et est illégale d'un bout à l'autre. Elle n'a absolument aucun droit de signer la Convention internationale des télécommunications de Malaga-Torremolinos (1973) au nom du peuple cambodgien.

L'Accord de Paris sur le Viet-Nam a reconnu de facto l'existence de deux administrations au Viet-Nam du Sud: le Gouvernment révolutionnaire provisoire de la République du Viet-Nam du Sud et l'administration de Saïgon. Dans la situation actuelle, la représentation unilaterale par l'administration de Saïgon à la Conférence de l'U. I. T. n'est pas normale. Dans les conditions où la Corée du Nord et la Corée du Sud ont abouti a un accord de principe sur la reunification du pays dans l'indépendance et la paix, il est déraisonnable que les autorités de la Corée du Sud soient représentées à l'U.I.T. en tant que telles. Vu ce qui précède, ni les représentants de l'administration de Saïgon ni les autorités de la Corée du Sud n'ont le droit de signer la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) en tant que telles.

2. La Délégation de Chine fait des réserves sur les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) concernant l'assignation et l'utilisation des fréquences radioélectriques ainsi que l'assignation et l'enregistrement des emplacements des satellites géostationnaires.

LX

Pour l'Union de Birmanie:

En signant la Convention de Malaga-Torremolinos (1973), la Délégation de l'Union de Birmanie reserve a son Gouvernement le droit de prendre toutes mesures qu'il jugera necessaires pour proteger ses interêts au cas ou des réserves formulées par d'autres pays devraient conduire a une augmentation de sa part contributive aux dépenses de l'Union.

LXI

Pour la République du Viet-Nam:

La Délégation de la République du Viet-Nam réitere les déclarations qu'elle a faites tant a la 4e seance plénière que devant la Commission de verification des pouvoirs.

Depuis 1951, date à laquelle la République du Viet-Nam a été admise au sein de l'U. I. T., notre Gouvernement a établi toutes les preuves de sa représentativité.

Nous regrettons que certaines délégations aient cru bon de soulever, à des fins de propagande, des polémiques d'ordre politique, hors du cadre de l'U. I. T.

Il est fallacieux de citer l'Accord de Paris pour argumenter en faveur du soi-disant Gouvernement Révolutionnaire Provisoire du Sud Viet-Nam, gouvernement composé d'une poignee d'hommes dont la seule tâche est de semer par tous les moyens, terreur, mort, ruine et désolation.

En effet, l'Accord de Paris qui vise essentiellement à instaurer un cessez-le-feu au Viet-Nam, creant ainsi un climat favorable pour les négociations en vue d'un prompt rétablissement d'une paix durable au Sud Viet-Nam, n'a nullement consacré le soi-disant GRP comme tel. L'Accord de Paris n'a pas institué, et il n'est pas en son pouvoir d'instituer, le GRP comme un Gouvernement « légal » au Viet-Nam. Il n'a pas non plus changé, comme il n'est pas en son pouvoir de changer, le caractère légal, constitutionnel du Gouvernement de la République du Viet-Nam.

Le titre du Gouvernement Révolutionnaire Provisoire n'est qu'une appellation que se donne le soi-disant Front de Liberation du Sud Viet-Nam créé par le Parti Lao-Dôuq du Nord Viet-Nam, lors de son 3e congres tenu à Hanoï en septembre 1960.

Sous le nom du FLN ou GRP, cette organisation n'est que l'instrument de Hanoï, une création tout à fait artificielle, soutenue par les forces expéditionnaires du Nord Viet-Nam.

Nous déplorons l'attitude des délégations des pays concernés qui tout en déclarant condamner la politique d'agression, n'ont jamais essayé d'apporter la moindre contribution, bien au contraire, pour mettre fin à cette douloureuse lutte fratricide qui n'a que trop dure sur notre propre sol.

La Délégation de la République du Viet-Nam déclare qu'elle est la seule représentation légitime au Sud Viet-Nam et qu'elle a éte reconnue comme telle par la Conférence depuis que la République du Viet-Nam a adhéré à l'U. I. T.

Toutes les déclarations présentées a l'occasion de la présente Convention ou jointes à cette Convention et qui sont incompatibles avec la position de la République du Viet-Nam, sont illégales et par conséquent nulles et non avenues.

Elle réserve également à son Gouvernement le droit de n'accepter aucune mesure financière pouvant entraîner une augmentation de sa part contributive aux dépenses de l'Union et de prendre toutes mesures qu'il jugera nécessaires pour sauvegarder ses intérêts.

LXII

Pour la République Centrafricaine:

La Délégation Centrafricaine à la Conférence de plénipotentiaires (Malaga-Torremolinos, 1973) déclare que son Gouvernement se réserve le droit de prendre toutes les dispositions necessaires en vue de sauvegarder ses intérêts si certains pays Membres de l'Union n'observent pas les dispositions de la présente Convention internationale des télécommunications et formulent de façon anormale des réserves tendant à augmenter les parts de contributions de son pays aux dépenses de l'Union.

LXIII

Pour la République de la Guinée équatoriale:

La Délégation de la République de la Guinée équatoriale réserve à son Gouvernement le droit:

1. de n'accepter aucune mesure financière qui pourrait entraîner une augmentation de sa contribution;

2. de prendre toutes les mesures qu'il jugera nécessaires pour sauvegarder le bon fonctionnement de ses services de télécommunication au cas où des pays Membres n'observeraient pas les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973).

LXIV

Pour la République du Burundi:

La Délégation de la République du Burundi réserve à son Gouvernement le droit d'accepter ou non les mesures qui seraient prises en vue de l'augmentation de sa part contributive aux dépenses de l'Union.

LXV

Pour la République du Tchad:

La Délégation de la République du Tchad à la Conférence de plénipotentiaires de l'Union internationale des télécommunications de Malaga-Torremolinos, 1973, réserve à son Gouvernement le droit:

1. de n'accepter aucune mesure financière qui entraînerait une augmentation de sa part contributive;

2. de prendre toutes mesures qu'il jugera necessaires pour protéger ses intérêts dans le cas où quelques-uns des Membres de l'Union n'observeraient, de quelque manière que ce soit, les dispositions de la présente Convention.

LXVI

Pour la République d'Iraq:

La Délégation de la Republique d'Iraq déclare que son Gouvernement se réserve le droit de prendre toute mesure qu'il estimera nécessaire pour sauvegarder ses intérêts, au cas ou un Membre n'observerait pas, de quelque manière que ce soit, les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) ou si les reserves formulées par un tel Membre compromettaient le bon fonctionnement des services de télécommunication de l'Iraq ou conduisaient à une augmentation de la quote-part contributive de l'Iraq aux dépenses de l'Union.

LXVII

Pour la République Togolaise:

La Délégation de la République Togolaise réserve à son Gouvernement le droit de prendre les mesures qu'il jugerait opportunes, si un pays ne respectait pas les dispositions de la presente Convention ou si des réserves émises par certains Membres pendant la Conférence de Malaga-Torremolinos 1973 ou à la signature ou à l'adhésion entraînaient des situations contrariantes pour ses services de télécommunication ou une augmentation estimée trop importante de sa part de contribution aux dépenses de l'Union.

LXVIII

Pour la République du Dahomey:

La Délégation de la Republique du Dahomey reserve à son Gouvernement le droit:

1. de n'accepter aucune mesure financière pouvant entraîner une augmentation de sa part contributive à l'Union;

2. de prendre toutes mesures qu'il jugera nécessaires pour protéger ses services de télécommunication au cas où des pays Membres n'observeraient pas les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973).

LXIX

Pour la République Populaire du Congo:

La Délégation de la République Populaire du Congo a la Conférence de plénipotentiaires de l'Union internationale des télécommunications (Malaga-Torremolinos, 1973), déclare, au nom de son Gouvernement révolutionnaire et populaire, qu'elle ne reconnait aucune valeur juridique ni morale à la signature des Actes finals de la délégation du regime réactionnaire de Lon Nol. Seuls les représentants du Gouvernement royal de l'Unité nationale de Kampuchea sont habilites à signer, au nom du Cambodge, les Actes finals de la présente Conférence.

LXX

Pour Papua-Nouvelle-Guinée:

Papua-Nouvelle-Guinée se réserve le droit de prendre toutes mesures qu'il estimera necessaires à la sauvegarde de ses intérêts au cas où certains Membres ne prendraient pas leur part des dépenses de l'Union ou manqueraient de quelque autre façon de se conformer aux dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) ou de ses Annexes ou des Protocoles qui y sont attachés, ou encore si des reserves formulées par d'autres pays compromettaient le bon fonctionnement de ses services de télécommunication.

LXXI

Pour la République de El Salvador:

La Délégation de la République de El Salvador réserve à son Gouvernement le droit de formuler toute déclaration ou réserve qu'il estimera nécessaire tant qu'il n'aura pas ratifié la Convention internationale des télécommunications (Malaga-Torremolinos, 1973); elle déclare en outre n'accepter aucune conséquence nuisible aux intérêts de son pays qui pourraient découler de réserves formulées par d'autres pays.

LXXII

Pour l'Etat d'Israël:

Les déclarations faites par les Délégations de l'Algérie (République Algérienne Démocratique et Populaire), du Royaume de l'Arabie Saoudite, de la République Arabe

d'Egypte, des Emirats Arabes Unis, de la République d'Iraq, de l'Etat de Koweït, du Liban, de la République Arabe Libyenne, de la Malaisie, du Royaume du Maroc, de la République Islamique de Mauritanie, du Sultanat d'Oman, du Pakistan, de la République Démocratique Somalie, de la République Démocratique du Soudan, de la Tunisie, de la République Arabe du Yémen et de la République Démocratique Populaire du Yémen, étant en contradiction flagrante avec les principes et les objectifs de l'Union internationale des télécommunications et, par conséquent, dénuées de toute valeur juridique, le Gouvernement d'Israël tient à faire savoir officiellement qu'il rejette ces déclarations purement et simplement et qu'il considère qu'elles ne peuvent avoir aucune valeur pour ce qui est des droits et des obligations des Etats Membres de l'Union internationale des télécommunications.

De toute façon, le Gouvernement d'Israël se prevaudra des droits qui sont les siens pour sauvegarder ses interêts au cas où les Gouvernements de l'Algérie (République Algerienne Démocratique et Populaire), du Royaume de l'Arabie Saoudite, de la Republique Arabe d'Egypte, des Emirats Arabes Unis, de la République d'Iraq, de l'Etat de Koweït, du Liban, de la République Arabe Libyenne, de la Malaisie, du Royaume du Maroc, de la République Islamique de Mauritanie, du Sultanat d'Oman, du Pakistan, de la République Démocratique Somalie, de la République Démocratique du Soudan, de la Tunisie, de la République Arabe du Yémen et de la République Démocratique Populaire du Yémen violeraient de quelque manière que ce soit l'une quelconque des dispositions de la Convention ou des Annexes, des Protocoles ou du Règlement ci-joints.

LXXIII

Pour la République de Corée:

La Délégation de la République de Corée, parlant au nom de son Gouvernement:

1. déclare que toute réserve formulée quant à sa capacité de représenter valablement la Republique de Corée au sein de l'U. I. T. ou de la présente Conférence de plénipotentiaires ou toute déclaration tendant a contester la validité de cette capacité de representation est sans fondement ni valeur juridique;

2. reserve le droit de son Gouvernement de prendre toutes mesures qu'elle pourra juger nécessaires a la sauvegarde de ses interêts au cas où certains Membres ne prendraient pas leur part des dépenses de l'Union ou manqueraient de quelque autre façon de se conformer aux dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) ou des Annexes ou Protocoles qui y sont attachés, ou encore si des reserves formulées par d'autres pays compromettaient le bon fonctionnement de ses propres services de télécommunication.

LXXIV

Pour la Belgique:

La Délégation de la Belgique réserve à son Gouvernement le droit de prendre toutes mesures qu'il pourra estimer necessaires pour protéger ses intérêts au cas où

certains Membres ne prendraient pas leur part des dépenses de l'Union, ou manqueraient de quelque autre façon de se conformer aux dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), de ses Annexes et des Protocoles qui y sont attachés, ou encore si des réserves formulées par d'autres pays étaient susceptibles de donner lieu à une augmentation de sa part contributive aux dépenses de l'Union, ou enfin si des réserves formulées par d'autres pays compromettaient le bon fonctionnement des services de télécommunication.

LXXV

Pour la République Arabe Libyenne:

La Délégation de la République Arabe Libyenne réserve à son Gouvernement le droit d'accepter ou de refuser les conséquences découlant de toute réserve formulée par d'autres pays de nature a entraîner une augmentation de sa quote-part contributive aux dépenses de l'Union, et de prendre toutes mesures qu'il pourra juger nécessaires à la sauvegarde de ses intérêts au cas où un Membre ou un Membre associé manquerait de se conformer aux dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) ou des Règlements qui y sont annexés.

LXXVI

Pour la République Gabonaise:

En signant la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), la Délégation de la République Gabonaise réserve à son Gouvernement le droit de prendre toutes mesures qu'il jugera nécessaires pour protéger ses intérêts au cas où les réserves formulées par d'autres Gouvernements pourraient entraîner une augmentation de sa part contributive aux dépenses de l'Union ou pourraient compromettre ses services de télécommunication.

LXXVII

Pour la République de Haute-Volta:

La Délégation de la République de Haute-Volta à la Conférence de plénipotentiaires de l'Union internationale des télécommunications (Malaga-Torremolinos, 1973), réserve à son Gouvernement le droit de refuser toute mesure financière tendant à augmenter sa part contributive aux dépenses de l'Union et, en outre, de prendre toutes mesures nécessaires à la protection de ses intérêts au cas ou des Membres n'observeraient pas les dispositions de la Convention de l'Union internationale des télécommunications (Malaga-Torremolinos, 1973) ou des Annexes ou des Règlements inclus.

LXXVIII

Pour la République du Mali:

La Délégation de la République du Mali à la Conférence de plénipotentiaires de l'U.I.T., déclare n'accepter aucune augmentation de sa part contributive au budget de l'Union, en raison de la défaillance de quelque Membre que ce soit, aux règlements de ses contributions et autres frais connexes.

Elle réserve de plus le droit de son Gouvernement de prendre toutes mesures utiles pour protéger ses intérêts en matière de télécommunications du fait du non-respect de la Convention de Malaga-Torremolinos, 1973, par un Membre quelconque de l'Union.

LXXIX

Pour le Népal:

La Délégation du Népal réserve à son Gouvernement le droit de prendre toutes mesures qu'il estimera appropriées pour protéger ses intérêts au cas où une raison, quelle qu'elle soit, entrainerait une augmentation de sa quote-part contributive annuelle.

LXXX

Pour les Emirats Arabes Unis:

La Délégation des Emirats Arabes Unis déclare que son Gouvernement se réserve le droit de prendre toutes mesures qu'il pourra juger necessaires pour sauvegarder ses intérêts, au cas où un Membre manquerait de quelque façon que ce soit d'observer les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) ou si les réserves exprimées par un Membre compromettaient le bon fonctionnement de ses services de télécommunication ou devaient conduire à augmenter la quote-part contributive des Emirats Arabes Unis aux dépenses de l'Union.

LXXXI

Pour la République Orientale de l'Uruguay:

En signant la présente Convention, la Délégation de la République Orientale de l'Uruguay déclare que son Gouvernement se réserve le droit de prendre les mesures qu'il estimera nécessaires pour protéger ses intérêts au cas où certains Membres n'observeraient pas les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), ou des Annexes ou Protocoles qui y sont attachés, ou si des réserves formulées par d'autres pays pouvaient porter préjudice aux services de télécommunication de la République Orientale de l'Uruguay.

LXXXII

Pour la République de Bolivie:

En signant la présente Convention, la Délégation de la République de Bolivie déclare que son Gouvernement se réserve le droit de prendre les mesures qu'il estimera nécessaires à la sauvegarde de ses intérêts si d'autres Membres n'observent pas les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) ou des Annexes ou Protocoles qui y sont attachés, ou si les réserves formulées par d'autres pays risquaient de porter préjudice aux intérêts de la Bolivie, notamment en ce qui concerne les services de télécommunication boliviens.

La Délégation de la République de Bolivie déclare, de plus, que son Gouvernement maintient son droit de formuler quelque réserve que ce soit jusqu'au moment où il ratifiera la Convention.

LXXXIII

Pour la République du Sénégal:

La Délégation de la République du Sénégal déclare au nom de son Gouvernement qu'elle n'accepte aucune conséquence des réserves faites par d'autres Gouvernements à la présente Conférence ayant pour effet l'augmentation de sa quote-part contributive aux dépenses de l'Union.

Par ailleurs, la République du Sénégal se réserve le droit de prendre toutes mesures qu'elle jugera utiles à la sauvegarde de ses intérêts au cas où les réserves émises par d'autres pays ou le non respect de la Convention tendraient à compromettre le bon fonctionnement de ses services de télécommunication.

LXXXIV

Pour la République Argentine:

A

La Délégation de la République Argentine réserve à son Gouvernement le droit:

1. de n'accepter aucune mesure financière susceptible d'entraîner une augmentation de sa contribution;

2. de prendre toutes mesures qu'il peut estimer opportunes afin de protéger ses services de télécommunication au cas où des pays Membres n'observeraient pas les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973).

B

La Délégation de la Republique Argentine réserve à son Gouvernement le droit de formuler les reserves qu'il estimera opportunes a l'égard des textes contenus dans la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) qui affectent directement ou indirectement sa souveraineté.

LXXXV

Pour la République de Guinée:

La Délégation de la République de Guinée reserve à son Gouvernement le droit de prendre toutes les mesures qu'il jugera nécessaires pour protéger ses intérêts si des Membres n'observent pas de quelque manière que ce soit les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), ou si les reserves faites par d'autres pays peuvent compromettre ses services de télécommunication, d'accepter ou non les consequences financières qui pourraient éventuellement resulter de ces réserves.

LXXXVI

Pour l'Espagne:

La Délégation de l'Espagne déclare au nom de son Gouvernement que le mot « pays » utilise dans le preambule, a l'article 1er et dans d'autres articles de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) est pour ledit Gouvernement synonyme du terme « Etat souverain » et qu'il a la même valeur, la même portee et le même contenu juridique et politique.

LXXXVII

Pour la République Argentine:

En signant la presente Convention, la Délégation de la République Argentine déclare, au nom de son Gouvernement, que toute référence du Protocole final à la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), ou de tout autre document de la Conférence, aux Iles Malouines, aux Iles de la Géorgie du Sud et aux Iles Sandwich du Sud, sous la dénomination erronée de « Iles Falkland et leurs dépendances », n'affecte en rien les droits souverains imprescriptibles et inaliénables de la République Argentine sur ces territoires. L'occupation de ces îles par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord à la suite d'un acte de force que n'a jamais accepté la République Argentine a conduit l'Organisation des

Nations Unies, dans sa Résolution 2065 (XX) à inviter les deux parties à rechercher un règlement pacifique de ce conflit de souveraineté sur lesdites îles.

De plus, il convient de signaler que toute référence des mêmes documents au prétendu «Territoire antarctique britannique» n'affecte en rien les droits de la République Argentine dans le secteur antarctique argentin et que cette mention figure à l'article IV du Traité antarctique conclu à Washington le 1er décembre 1959, dont la République Argentine et le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord sont tous deux signataires.

LXXXVIII

Pour l'Algérie (République Algérienne Démocratique et Populaire):

La Délégation de la République Algérienne Démocratique et Populaire, à la Conférence de plénipotentiaires de l'Union internationale des télécommunications (Malaga-Torremolinos, 1973) réserve à son Gouvernement le droit de prendre toutes mesures qu'il pourra juger necessaires pour protéger ses intérêts, au cas où certains Membres n'observeraient pas, de quelque manière que ce soit, les dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), ou si les réserves formulées par les autres Membres devaient compromettre ses services de télécommunication ou entrainer une augmentation de sa part contributive aux dépenses de l'Union.

LXXXIX

Pour le Pérou:

La Délégation du Pérou déclare que l'Etat péruvien ne se sentira tenu en aucune circonstance par les dispositions de la Convention relatives à l'arbitrage entre les Membres de l'Union touchant le règlement de différends.

D'autre part, la Délégation du Pérou réserve à son Gouvernement le droit:

1. de prendre les mesures qu'il jugera nécessaires pour protéger ses intérêts au cas où certains Membres de l'Union manqueraient, de quelque façon que ce soit, de se conformer aux dispositions de la Convention ou de ses Règlements, ou encore si des réserves formulées par ces Membres compromettaient le bon fonctionnement des services de télécommunication du Pérou;

2. d'accepter ou de refuser les conséquences des réserves propres a entraîner une augmentation de sa part contributive aux dépenses de l'Union;

3. d'accepter ou de refuser toutes ou certaines des dispositions des Règlements administratifs: Règlement télégraphique, Règlement téléphonique, Règlement des radiocommunications et Règlement additionnel des radiocommunications, cités dans la Convention.

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XC

Pour l'Iran:

La Délégation de l'Iran réserve le droit de son Gouvernement de prendre toutes mesures qu'il estimera nécessaires pour protéger ses intérêts au cas où certains Membres ne prendraient pas leur part des dépenses de l'Union en relation avec les dettes existantes, les intérêts de ces dettes et les contributions à venir, ou manqueraient de quelque autre façon de se conformer aux dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), de ses Annexes, des Protocoles ou des Règlements qui y sont attachés, ou encore si des réserves formulées par d'autres pays compromettaient le bon fonctionnement de ses services de télécommunication.

XCI

Pour la République Socialiste Soviétique de Biélorussie, la République Populaire de Bulgarie, Cuba, la République Populaire Hongroise, la République Populaire de Mongolie, la République Populaire de Pologne, la République Démocratique Allemande, la République Socialiste Soviétique d'Ukraine, la République Socialiste de Roumanie, la République Socialiste Tchecoslovaque et l'Union des Républiques Socialistes Soviétiques:

Les Délégations des pays ci-dessus considèrent que les prévisions du numéro 5 de la Convention de l'Union internationale des télécommunications (Malaga-Torremolinos, 1973) ne sont pas en concordance avec le principe selon lequel les traités internationaux multilatéraux dont l'objet et le but intéressent la communauté internationale dans son ensemble, comme ceci est le cas pour les télécommunications (voir l'article 4 de la Convention susmentionnée), doivent être ouverts à la participation universelle.

XCII

Pour la République des Philippines:

La Délégation de la République des Philippines réserve à son Gouvernement le droit de prendre toutes mesures qui pourraient être nécessaires pour protéger ses interêts si certains Membres ne prenaient pas leur part des dépenses de l'Union, ce qui pourrait entrainer une augmentation de la contribution des Philippines; elle réserve également le droit de son Gouvernement pour ce qui est des consequences de toute réserve faite par un autre pays qui léserait les intérêts des Philippines.

XCIII

Pour la République Fédérale d'Allemagne:

La Délégation de la République Fédérale d'Allemagne réserve à son Gouvernement le droit de prendre toutes mesures qu'il pourra estimer nécessaires pour protéger ses intérêts si certains Membres ne prennent pas leur part des dépenses de l'Union ou manquent, de quelque autre manière, de se conformer aux dispositions de la Convention, de ses Annexes ou des Protocoles qui y sont attachés, ou si des réserves formulées par d'autres pays sont de nature à augmenter sa part de contribution aux dépenses de l'Union ou à compromettre le bon fonctionnement de ses services de télécommunication. La Délégation de la République Fédérale d'Allemagne réserve également à son Gouvernement le droit, pour le cas ou le budget ordinaire de l'Union serait greve de dépenses afférentes à la coopération technique, de prendre les mesures voulues en conséquence.

XCIV

Pour la France:

La Délégation française réserve à son Gouvernement le droit de prendre toutes mesures qu'il pourra estimer nécessaires pour protéger ses intérêts au cas où certains Membres ne prendraient pas leur part des dépenses de l'Union ou manqueraient de quelque autre façon de se conformer aux dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), de ses Annexes ou des Protocoles qui y sont attachés, ou encore si des réserves formulées par d'autres pays compromettaient le bon fonctionnement de ses services de télécommunication.

XCV

Pour Monaco:

La Délégation de Monaco réserve à son Gouvernement le droit de prendre toutes mesures qu'il estimera nécessaires pour protéger ses intérêts au cas où certains Membres ne prendraient pas leur part des dépenses de l'Union ou manqueraient de se conformer aux dispositions de la Convention (Malaga-Torremolinos, 1973), de ses Annexes ou des Protocoles y attachés ou encore si des réserves formulées par d'autres Membres compromettaient le parfait et efficace fonctionnement de ses services de télécommunication.

XCVI

Pour l'Autriche, le Luxembourg et le Royaume des Pays-Bas:

Les Délégations des pays ci-dessus reservent a leurs Gouvernements le droit de prendre toutes mesures qu'ils pourront estimer necessaires pour proteger leurs intérêts au cas ou certains Membres ne prendraient pas leur part des dépenses de l'Union, ou manqueraient de quelque autre façon de se conformer aux dispositions de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), de ses Annexes et des Protocoles qui y sont attaches, ou encore si des reserves formulées par d'autres pays étaient susceptibles de donner lieu à une augmentation de leurs parts contributives aux dépenses de l'Union, ou enfin si des reserves formulées par d'autres pays compromettaient le bon fonctionnement des services de télécommunication.

XCVII

Pour la République Socialiste Fédérative de Yougoslavie:

La Délégation de la République Socialiste Fédérative de Yougoslavie reserve à son Gouvernement le droit:

1. de prendre toutes mesures qu'il estime necessaires pour protéger les interêts de ses télécommunications si certains Membres n'observent pas les dispositions de la presente Convention, ou si des reserves formulées par d'autres pays compromettaient le bon fonctionnement de ses services de télécommunication;

2. de prendre toutes mesures qu'il pourra estimer necessaires pour protéger ses interêts au cas où certains Membres ne prendraient pas leur part aux dépenses de l'Union, ou si des reserves formulées par d'autres pays étaient susceptibles de donner lieu a une augmentation de sa part contributive aux dépenses de l'Union.

XCVIII

Pour la Confédération Suisse et la Principauté de Liechtenstein:

Les Délégations des pays susmentionnes réservent le droit de leurs Gouvernements de prendre les mesures nécessaires a la protection de leurs intérêts si des réserves déposees ou d'autres mesures prises devaient avoir pour conséquences de porter atteinte au bon fonctionnement de leurs services de télécommunication ou conduire à une augmentation de leurs parts contributives aux dépenses de l'Union.

XCIX

Pour l'Etat d'Israël:

L'Etat d'Israël réserve sa position en ce qui concerne la Résolution 48 à la lumière des faits suivants:

1. La Résolution repose sur des accusations dénuées de tout fondement de la part de pays effectuant ouvertement des opérations militaires et poursuivant des hostilités sans restrictions contre l'Etat d'Israël sans que le moindre commencement de preuve de leurs allégations ait été produit devant la Conférence.

2. Le projet de Résolution a été examiné le samedi 20 octobre dans l'ambiance de discours enflammés, d'accusations extravagantes et de menaces implicites — et ce le jour même du Sabbat — alors que les accusateurs savaient parfaitement que le seul représentant d'Israël serait absent pour remplir ses devoirs religieux. Il est apparu, de ce fait, qu'Israël semblait admettre ces accusations dénuées de fondement parce que son représentant n'avait pas pris la parole pour les démentir; d'ailleurs, Israël a été averti que cette abstention avait été remarquée au cours des débats, et il y est fait allusion dans le document N° 341, présenté par la Malaisie.

3. Les motifs d'ordre religieux qui expliquent l'absence du représentant d'Israël avaient éte parfaitement exposés la veille par le Président. Le Président avait fait la promesse solennelle que, si un événement important pour Israël se produisait le samedi, il mettrait tout en oeuvre pour ajourner le débat afin de permettre à la Délégation d'Israël d'exercer son droit de s'exprimer (voir le numéro 670 de la Convention de Montreux, 1965) dont la teneur est la suivante:

« Il (le Président) protège le droit de toutes les délégations d'exprimer librement et pleinement leur avis sur le sujet en discussion. »

4. Attendu que ces règles n'ont pas été observées, la Délégation d'Israël s'est conformée à la procédure régulière et, à l'occasion de la première lecture du projet de resolution — faite au cours de la séance plénière du lundi 22 octobre — elle a exposé les faits tels qu'ils se présentent et a demandé formellement le rejet du projet de résolution, conformement aux dispositions du numéro 692 de la Convention. Le Président a refusé de mettre le projet de résolution aux voix au cours de sa lecture, en déclarant que cette proposition du délégué d'Israël n'était pas conforme à la procédure, cela contrairement aux dispositions de la Convention et à la pratique commune. De plus, les délégations réunies en séance plénière n'ont pas eu l'occasion de voter sur la question après avoir entendu les deux parties.

5. Dans sa déclaration présentée à la séance plénière du 22 octobre et qui figure intégralement dans le procès-verbal de cette séance, Israël a déclaré notamment:

a) Le jour même où ont été formulées des allégations de sabotage concernant les câbles sous-marins de Beyrouth, le porte-parole d'Israël a dénié officiellement assumer une responsabilité quelconque dans cette affaire.

b) Le câble lui-même est pour une large part la propriété de pays européens et des Etats-Unis, dont Israël recherche la sympathie et la compréhension. Pour quelles raisons Israël voudrait-il s'aliéner ces sympathies et causer des dommages aux biens de nations amies ?

c) De même, si Israël avait voulu perpetrer un tel acte, pourquoi l'aurait-il commis si pres du rivage, là ou il est facile de localiser la coupure et ou la réparation est relativement simple ?

d) Dans ce cas comme dans le passé, des actes de sabotage d'origine interne se sont produits. Des pipelines ont été endommagés auparavant, des ambassades d'Etats arabes ont été envahies, de hauts fonctionnaires de pays arabes ont été assassines, des actes de piraterie aérienne ont été effectués, accompagnés de prises d'otages. Dans tous ces cas, il s'agissait de luttes intestines parmi des groupes d'Etats arabes. Ici aussi, les faits conduisent aux mêmes conclusions. Il est notoire que des groupes arabes dissidents opèrent au Liban. Ces jours mêmes, l'un de ces groupes a pris, comme otages à Beyrouth, 50 Libanais innocents et a joué à la légere avec leur vie. Ces groupes possédent le minimum d'aptitudes nécessaires pour manier des explosifs et exécuter ce genre de sabotage, ainsi que le minimum de moyens leur permettant d'atteindre les points où les dommages sont censés avoir été commis. D'un seul coup, ils peuvent se venger de torts, réels ou imaginaires, et, dans le climat actuel, rejeter la faute sur Israël.

e) Il est entendu qu'au moment où le Liban a parlé pour la première fois de la rupture du câble et a demandé à l'ITALCABLE d'intervenir pour assurer la remise en service par des voies de remplacement, il s'est référé à cet incident comme à un acte de sabotage. Ce n'est que plus tard qu'il a eu l'idée que l'incident pouvait être exploité à des fins de propagande.

Eu égard aux déclarations qui précèdent, l'Etat d'Israël considère que la prétendue Résolution 48 est illégale et indûment jointe à la présente Convention, et qu'elle est au demeurant dénuée de toute signification et n'a aucun effet.

L'Etat d'Israël est convaincu que tous les Membres impartiaux de l'Union partagent son point de vue et réserveront à cette prétendue Résolution l'accueil qu'elle mérite.

C

Pour le Danemark, la Finlande, l'Islande, la Norvège et la Suède:

Les Délégations des pays susmentionnés réservent à leurs Gouvernements le droit de prendre toutes mesures qu'ils pourront estimer nécessaires pour protéger leurs intérêts au cas où certains Membres de l'Union ne prendraient pas leur part des dépenses de l'Union, ou bien si un Membre manquait, de quelque autre manière, de se conformer aux dispositions de la Convention internationale des télécommunications

(Malaga-Torremolinos, 1973), des Annexes ou des Protocoles qui y sont attachés, ou si des réserves formulées par d'autres pays devaient compromettre le bon fonctionnement de leurs services de télécommunications.

CI

Pour l'Italie:

1. La Délégation de l'Italie réserve a son Gouvernement le droit de prendre toutes mesures qu'il pourra estimer nécessaires pour protéger ses intérêts au cas où certains Membres ne prendraient pas leur part des dépenses de l'Union, ou manqueraient de quelque autre façon de se conformer aux dispositions de la Convention, de ses Annexes ou des Protocoles qui y sont attachés, ou encore si des réserves formulées par d'autres pays étaient de nature à augmenter sa part des dépenses de l'Union ou devaient compromettre le bon fonctionnement de ses propres services de télécommunication. La Délégation de l'Italie réserve également le droit à son Gouvernement de prendre les mesures qui s'imposeraient au cas où des dépenses afférentes à des activités de coopération technique seraient inscrites au budget ordinaire de l'Union.

2. L'Italie se réserve le droit de ne pas participer aux frais supplémentaires que pourra encourir l'Union internationale des télécommunications dans les futures Conférences de plénipotentiaires et administratives par l'adoption d'une sixième langue d'interprétation selon la résolution votée par la présente Conférence de plénipotentiaires.

CII

Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:

A

La Délégation du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord prend note de la déclaration de la Délégation du Chili concernant les Territoires antarctiques. Dans la mesure où il peut être dans l'intention des auteurs de cette déclaration de viser le Territoire antarctique britannique, le Gouvernement de Sa Majesté du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord n'a aucun doute en ce qui concerne sa souveraineté sur ledit Territoire.

B

La Délégation du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord déclare qu'elle n'accepte pas la déclaration faite par la Délégation argentine pour autant que cette déclaration conteste la souveraineté du Gouvernement de Sa Majesté au Royaume-Uni sur les Iles Falkland et leurs dépendances, ainsi que sur le Territoire antarctique britannique et elle désire formellement réserver les droits du Gouvernement de

Sa Majesté sur cette question. Les Iles Falkland et leurs dépendances ainsi que le Territoire antarctique britannique sont, et continuent à être, partie intégrante des territoires dont les relations internationales sont assurées par le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord.

La Délégation du Royaume-Uni ne peut pas non plus accepter l'opinion exprimée par la Délégation argentine selon laquelle l'appellation « Dépendances des Iles Falkland » est erronee, pas plus, dans la mesure ou cette opinion se réfère à l'appellation « d'Iles Falkland », le fait que cette appellation soit erronee. En outre, la Délégation du Royaume Uni ne peut par accepter l'opinion exprimee par la Délégation argentine selon laquelle il convient d'associer le terme « Malouines » à la désignation des Iles Falkland et de leurs dépendances. La décision du Comite spécial des Nations Unies d'ajouter « Malouines » apres cette désignation n'avait trait qu'aux documents du Comite special des Nations Unies charge d'étudier l'application de la déclaration relative a l'octroi de l'indépendance aux pays coloniaux et à leurs peuples et elle n'a pas éte adoptée par les Nations Unies pour tous leurs documents. Cette décision ne concerne donc nullement la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) ni ses Annexes ou tous autres documents publiés par l'Union internationale des télécommunications.

Pour ce qui est de la Resolution 2065 (XX) des Nations Unies, la Délégation du Royaume-Uni n'accepte pas les raisons donnees par la Délégation argentine à cet égard.

La Délégation du Royaume-Uni note la référence de la Délégation argentine à l'Article IV du Traite de l'Antarctique signe à Washington le 1er décembre 1959, mais elle tient à déclarer que cet article ne confirme ni ne justifie le pouvoir ou la souveraineté d'une puissance quelconque sur un territoire antarctique quel qu'il soit. Le Gouvernement de Sa Majeste n'a aucun doute quant à la souveraineté du Royaume-Uni sur le Territoire antarctique britannique.

CIII

Pour la République de Panama:

La Délégation de la Republique de Panama déclare n'accepter aucune déclaration figurant, au nom de quelque pays que ce soit, dans la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) ou dans tout autre document, et de nature à porter préjudice aux droits souverains de la République de Panama sur la Zone du canal de Panama.

CIV

Pour la République Socialiste de Roumanie:

Au moment de signer la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) la Délégation roumaine déclare que le maintien de l'état de

dépendance de certains territoires, auquel font référence les dispositions du Protocole additionnel III, n'est pas conforme aux documents adoptés par l'O.N.U. concernant l'octroi de l'indépendance aux pays et aux peuples coloniaux, y compris la Déclaration relative aux principes de droit international touchant les relations amicales et la coopération entre les Etats, conformément à la Charte des Nations Unies qui a été adoptee à l'unanimité par la résolution de l'Assemblée générale de l'O.N.U. 2625 (XXV) du 24 octobre 1970 et qui proclame solennellement l'obligation des Etats de favoriser la réalisation du principe de l'égalité de droits des peuples et de leur droit à disposer d'eux-mêmes, dans le but de mettre un terme sans retard au colonialisme.

CV

Le Président de la Conférence:

Le Président de la Conférence déplore les termes de la déclaration faite au nom de l'Etat d'Israël lors de la Conférence de plénipotentiaires (Malaga-Torremolinos, 1973) et insérée dans le Protocole final à la Convention internationale des télécommunications (Malaga-Torremolinos, 1973); cette déclaration contient des commentaires concernant l'application du Règlement intérieur des conférences qui fait partie du Règlement général annexé à la Convention de Montreux (1965).

Si le numéro 670 de ladite Convention spécifie effectivement que le Président de la Conférence « protège le droit de toutes les délégations d'exprimer librement et pleinement leur avis sur le sujet en discussion », il est évident qu'il s'agit des délégations présentes au cours d'une telle discussion, ce qui n'était pas le cas de la Délégation de l'Etat d'Israël qui, pour des motifs religieux et dignes du plus grand respect, n'a pas assisté à la séance plénière du samedi 20 octobre 1973, malgré les indices qui faisaient supposer, depuis la veille, que la séance en question examinerait le projet de résolution contenu dans le Document N° 326, présenté par la Délégation du Liban. Il convient d'ajouter à ce sujet que, au cours d'un entretien qu'il a eu le vendredi 19 octobre avec M. Sakked, Délégué d'Israël, le Président n'a pu donner aucune garantie quant à la possibilité de différer les débats relatifs audit projet de résolution et s'est simplement offert à tenter, par diverses consultations — qui eurent bien lieu, mais sans résultat — à obtenir l'ajournement des débats jusqu'au lundi 22 octobre 1973.

Pendant la séance plénière du lundi 22 octobre, le Délégué de l'Etat d'Israël, à l'occasion de la première lecture du texte de la Résolution 48, proposé par la Commission de rédaction et publié dans le Document N° 351, a demandé de mettre de nouveau aux voix le contenu de la résolution, en prétendant fonder cette demande sur le numéro 692 de la Convention de Montreux.

L'interprétation du Président a été la suivante: ce qu'avait à examiner la séance plénière était le texte de la résolution, avant que ce texte ne soit considéré comme définitif, aux termes du numéro 763 de ladite Convention, mais non le fond de la résolution en question, sur lequel la séance plénière du 20 octobre 1973 s'était prononcée par un vote par appel nominal dont le résultat avait été le suivant: 64 voix pour, 3 voix contre et 46 abstentions.

La décision du Président a été prise conformément aux dispositions du numéro 697 de la Convention de Montreux (1965).

EN FOI DE QUOI, les plénipotentiaires respectifs ont signé ce Protocole final en un exemplaire et en chacune des langues anglaise, chinoise, espagnole, française et russe. Ce Protocole restera déposé aux archives de l'Union internationale des télécommunications, laquelle en remettra une copie à chacun des pays signataires.

Fait à Malaga-Torremolinos, le 25 octobre 1973.

Suivent les mêmes signatures que pour la Convention.

PROTOCOLES ADDITIONNELS

PROTOCOLE ADDITIONNEL I

Dépenses de l'Union pour la période de 1974 à 1979

1. Le Conseil d'administration est autorisé à établir le budget annuel de l'Union de telle sorte que les dépenses annuelles:

— du Conseil d'administration,

— du Secrétariat général,

— du Comité international d'enregistrement des fréquences,

— des secrétariats des Comités consultatifs internationaux,

— des laboratoires et installations techniques de l'Union,

ne dépassent pas les sommes ci-après pour les années 1974 et suivantes, jusqu'à la prochaine Conférence de plénipotentiaires:

35 000 000 francs suisses pour l'année 1974
36 650 000 francs suisses pour l'année 1975
36 600 000 francs suisses pour l'année 1976
37 600 000 francs suisses pour l'année 1977
38 800 000 francs suisses pour l'année 1978
39 980 000 francs suisses pour l'année 1979.

Pour les années postérieures à 1979, les budgets annuels ne devront pas dépasser de plus de 3 % chaque année la somme fixée pour l'année précédente.

2. Le conseil d'administration est autorisé à dépasser les limites fixées au paragraphe 1 ci-dessus pour couvrir les dépenses relatives au remplacement éventuel de membres du Comité international d'enregistrement des fréquences (voir la Résolution N° 3 de la présente Conférence).

3. Le Conseil d'administration peut autoriser les dépenses relatives aux conférences visées au numéro 91 de la Convention ainsi qu'aux réunions des Comités consultatifs internationaux.

3.1 Durant les années 1974 à 1979 le budget adopté par le Conseil d'administration, compte tenu éventuellement des dispositions de l'alinéa 3.2 ci-dessous, ne doit pas dépasser les montants suivants:

6 600 000 francs suisses pour l'année 1974
2 900 000 francs suisses pour l'année 1975
11 000 000 francs suisses pour l'année 1976
3 400 000 francs suisses pour l'annee 1977
3 000 000 francs suisses pour l'année 1978
14 800 000 francs suisses pour l'année 1979

3.2 Si *a)* la Conférence de plénipotentiaires, *b)* une conférence administrative mondiale des radiocommunications maritimes, *c)* une conférence administrative des radiocommunications chargée d'établir un plan pour le service de radiodiffusion par satellite, *d)* une conférence administrative mondiale des radiocommunications du service mobile aéronautique (R) ou *e)* una conférence administrative mondiale chargée de réviser les Règlements des radiocommunications ne devaient pas se réunir au cours des années 1974 à 1979, le total des montants outorisés pour ces années serait réduit de 3 800 000 francs suisses pour *a)*, 3 124 000 francs suisses pour *b)*, 3 200 000 francs suisses pour *c)*, 1 950 000 francs suisses pour *d)* et 4 800 000 francs suisses pour *e)*.

Si la Conférence de plénipotentiaires ne se réunit en 1979, le Conseil d'administration autorisera, année par année, pour les années postérieures à 1979, les crédits qu'il jugera opportun d'affecter au titre des dépenses relatives aux conférences visées au numéro 91 de la Convention ainsi qu'aux réunions des Comités consultatifs internationaux.

3.3 Le Conseil d'administration peut autoriser un dépassement des limites annuelles fixées à l'alinéa 3.1 ci-dessus, si ce dépassement peut être compensé par des sommes s'inscrivant dans les limites des dépenses:

— demeurées disponibles sur une année précédente,

— ou à prélever sur une année future.

4. Le Conseil d'administration est autorisé à dépasser les limites fixées aux paragraphes 1 et 3 ci-dessus pour tenir compte:

4.1 des augmentations des échelles de traitement, des contributions au titre des pensions ou indemnités, y compris les indemnités de poste, admises par les Nations Unies pour être appliquées à leur personnel en fonctions à Genève;

4.2 des fluctuations du cours du change entre le franc suisse et le dollar des Etats-Unis qui entraîneraient pour l'Union des dépenses supplémentaires.

5. Le Conseil d'administration a mission de réaliser toutes les économies possibles. A cette fin, il se doit de fixer chaque année les dépenses autorisées au niveau le plus bas possible compatible avec les besoins de l'Union, dans les limites fixées aux paragraphes 1 et 3 ci-dessus, en tenant compte, le cas échéant, des dispositions du paragraphe 4.

6. Si les crédits que le Conseil d'administration peut autoriser en application des dispositions des paragraphes 1 à 4 ci-dessus se révèlent insuffisants pour assurer le bon fonctionnement de l'Union, le Conseil ne peut dépasser ces crédits qu'avec l'approbation de la majorité des Membres de l'Union dûment consultés. Toute consultation des Membres de l'Union doit comporter un exposé complet des faits justifiant une telle demande.

7 Avant d'examiner des propositions susceptibles d'avoir des répercussions financières, les conférences administratives mondiales et les assemblées plénières des Comités consultatifs internationaux devront disposer d'une estimation des dépenses supplémentaires y afférentes.

8. Il ne sera donné suite à aucune décision d'une conférence administrative ou d'une assemblée plénière d'un Comité consultatif international ayant pour conséquence une augmentation directe ou indirecte des dépenses

au-delà des crédits dont le Conseil d'administration peut disposer aux termes des paragraphes 1 à 4 ci-dessus ou dans les conditions prévues au paragraphe 6.

PROTOCOLE ADDITIONNEL II

Procédure à suivre par les Membres en vue du choix de leur classe de contribution

1. Tout Membre devra, avant le 1er juillet 1974, notifier au secrétaire général la classe de contribution choisie par lui dans le tableau des classes de contributions figurant au numéro 92 de la Convention internationale des télécommunications (Malaga-Torremolinos, 1973).

2. Les Membres qui auront omis de faire connaître leur décision avant le 1er juillet 1974, en application des stipulations du paragraphe 1 ci-dessus, seront tenus de contribuer conformément au nombre d'unités souscrit par eux sous le régime de la Convention de Montreux (1965).

PROTOCOLE ADDITIONNEL III

Mesures propres à donner aux Nations Unies la possibilité d'appliquer la Convention en ce qui concerne tout mandat exercé en vertu de l'article 75 de la Charte des Nations Unies

La Conférence de plénipotentiaires de l'Union internationale des télécommunications (Malaga-Torremolinos, 1973), a décidé de prendre les mesures suivantes afin de donner aux Nations Unies la possibilité de continuer à appliquer la Convention internationale des télécommunications à la suite de la décision de la Conférence de supprimer la qualité de Membre associé:

Il est convenu que la possibilité dont jouissent actuellement les Nations Unies conformément aux dispositions de l'article 75 de la Charte des

Nations Unies, aux termes de la Convention internationale des télécommunications (Montreux, 1965), sera reconduite aux termes de la Convention de Malaga-Torremolinos (1973) dès l'entrée en vigueur de cette Convention. Chaque cas sera examiné par le Conseil d'administration de l'Union.

PROTOCOLE ADDITIONNEL IV

Mesures destinées à protéger les droits de Papua-Nouvelle-Guinée

La Conférence de plénipotentiaires de l'Union internationale des télécommunications (Malaga-Torremolinos, 1973) a décidé des arrangements suivants, qui seront appliqués à titre temporaire, afin de protéger les droits de Papua-Nouvelle-Guinée, alors que cette Conférence s'est prononcée pour la suppression de la qualité de Membre associé:

1. Lorsque la Convention internationale des télécommunications (Malaga-Torremolinos, 1973) entrera en vigueur, le statut de Membre associé de l'Union, qui est actuellement celui de Papua-Nouvelle-Guinée, restera inchangé, avec les droits et obligations des Membres de l'Union, à l'exception du droit de vote aux conférences et réunions des organes de l'Union et de celui de présenter des candidats au Comité international d'enregistrement des fréquences. Ce pays ne sera pas non plus éligible au Conseil d'administration.

2. Ce pays peut en conséquence signer et ratifier la Convention internationale des télécommunications (Malaga-Torremolinos, 1973), au titre d'un statut spécial comparable à celui de Membre associé, tel qu'il est défini dans la Convention internationale des télécommunications (Montreux, 1965). Par la suite, ce pays bénéficiera, en vertu de la Convention de Malaga-Torremolinos, d'un statut comparable à celui de Membre associé, avec les droits et obligations qui en découlent, comme si cette catégorie de Membre était maintenue dans la nouvelle Convention. Cette situation se poursuivra jusqu'au moment où Papua-Nouvelle-Guinée deviendra Membre à part entière de l'Union, au titre des dispositions pertinentes de la Convention de Malaga-Torremolinos.

PROTOCOLE ADDITIONNEL V

Date d'entrée en fonctions du secrétaire général et du vice-secrétaire général

Le secrétaire général et le vice-secrétaire général élus par la Conférence de plénipotentiaires de Malaga-Torremolinos (1973) dans les conditions fixées par cette même Conférence entreront en fonctions le 1er janvier 1974.

PROTOCOLE ADDITIONNEL VI

Arrangements transitoires

La Conférence de plénipotentiaires de l'Union internationale des télécommunications (Malaga-Torremolinos, 1973) a décidé des dispositions suivantes qui seront appliquées à titre provisoire jusqu'à l'entrée en vigueur de la Convention internationale des télécommunications de Malaga-Torremolinos (1973):

1. Le Conseil d'administration sera composé de trente-six Membres élus par la Conférence selon la procédure fixée par ladite Convention. Le Conseil pourra se réunir aussitôt après son élection et exécuter les tâches que la Convention lui confie.

2. Le président et le vice-président que le Conseil d'administration élira au cours de sa première session resteront en fonctions jusqu'à l'élection de leurs successeurs, qui aura lieu à l'ouverture de la session annuelle de 1975 du Conseil.

EN FOI DE QUOI, les plénipotentiaires respectifs ont signé ces Protocoles additionnels en un exemplaire et en chacune des langues anglaise, chinoise, espagnole, française et russe. Ces Protocoles resteront déposés aux archives de l'Union internationale des télécommunications, laquelle en remettra une copie à chacun des pays signataires.

Fait à Malaga-Torremolinos, le 25 octobre 1973.

Suivent les mêmes signatures que pour la Convention.

CAPE VERDE

Agricultural Sector Support (Rural Works)

Agreement signed at Mindelo June 30, 1975;
Entered into force June 30, 1975.
And amending agreement
Signed at Abidjan and Praia March 3 and 23, 1976;
Entered into force March 23, 1976.

A.I.D. Loan No.655-Z-001

LOAN AGREEMENT
BETWEEN THE
TRANSITIONAL GOVERNMENT OF CAPE VERDE
AND THE
UNITED STATES OF AMERICA
FOR
AGRICULTURAL SECTOR SUPPORT (RURAL WORKS)

Dated. JUNE 30, 1975

28-843 O - 78 - 27

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ANNEX 1.	Description of Program		

Loan agreement dated the 30th day of June, 1975 between the TRANSITIONAL GOVERNMENT OF CAPE VERDE ("Borrower") and the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE I

The Loan

SECTION 1.01. The Loan. A.I.D. agrees to lend to the Borrower pursuant to the Foreign Assistance Act of 1961, as amended, [1] an amount not to exceed Three Million United States Dollars ($3,000,000) ("Loan") to assist the Borrower in carrying out the Program referred to in Section 1.02. The Loan shall be used exclusively to finance United States dollar costs and local currency costs of goods and services required for the Program. The aggregate amount of disbursements under the Loan is hereinafter referred to as "Principal."

SECTION 1.02. Program. The Program shall consist of labour-intensive rural works construction projects, such as construction of dikes, retaining walls, and aqueducts, and the clearing of land suitable for pasturage or crop production, designed to improve and increase the soil and water resources available for agricultural production in the country of the Borrower. The Program is more fully described in Annex 1, attached hereto, which Annex may be modified in writing. The goods and services to be financed under the Loan shall be listed in the implementation letters referred to in Section 9.03 ("Implementation Letters").

SECTION 2.01. Interest. The Borrower shall pay no interest on the outstanding balance of Principal.

SECTION 2.02. Repayment. The Borrower shall repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement hereunder in sixty-one (61) approximately equal semi-annual installments. The first installment of Principal shall be due and payable ten (10) years after the first disbursement hereunder, on a date to be specified by A.I.D. A.I.D. shall provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 2.03. Application, Currency, and Place of Payment. All payments of Principal hereunder shall be made in United States dollars. Except as A.I.D. may otherwise specify in writing, all such payments shall be made to the controller, Agency for International Development, Washington, D.C., U.S.A., and shall be deemed made when received by the Office of the Controller.

SECTION 2.04. Prepayment. Upon payment of any refunds then ued, the Borrower may prepay, without penalty, all or any part of the Principal. Any such prepayment shall be applied to the installments of Principal in the inverse order of their maturity

[1] 75 Stat. 424; 22 U.S.C. § 2151 note.

SECTION 2.05. Renegotiation of the Terms of the Loan. The Borrower 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 improvement in the internal and external economic and financial position and prospects of the country of the Borrower.

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent to Initial Disbursement. Prior to the first disbursement or to the issuance of the first Letter of Commitment or other disbursement authorization under the Loan, the Borrower shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of the Minister of Justice of the Borrower or of other counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Borrower, and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms;

(b) A statement of the names of the persons holding or acting in the office of the Borrower specified in Section 9.02, and a specimen signature of each person specified in such statement.

SECTION 3.02. Additional Conditions Precedent. Prior to disbursement of any amount or to the issuance of any Letter of Commitment or other disbursement authorization under the Loan for each sub-project financed hereunder, the Borrower shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) Detailed plans and specifications, cost estimates, and time schedules for carrying out the sub-project, including analyses of technical soundness, and plans and anticipated resources for the maintenance and utilization of the sub-project.

(b) Executed contracts, if any, for engineering, procurement, and construction services for the sub-project acceptable to A.I.D. and with firms acceptable to A.I.D.

SECTION 3.03. Terminal Date for Meeting Initial Conditions Precedent to Disbursement. If all of the conditions specified in Section 3.01 shall not have 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 giving written notice to the Borrower. Upon the giving of such notice, this Agreement and all obligations of the parties hereunder shall terminate.

SECTION 3.04. Notification of Meeting of Conditions Precedent to Disbursement. A.I.D. shall notify the Borrower upon determination by A.I.D. that the conditions precedent to disbursement specified in Section 3.01 and, in each case, Section 3.02 have been met.

ARTICLE IV

General Covenants and Warranties

SECTION 4.01. Execution of the Program.

(a) The Borrower shall carry out the Program with due diligence and efficiency, and in conformity with sound engineering, construction, financial, management, and administrative practices. In this connection, the Borrower shall at all times employ suitably qualified and experienced personnel, consultants, and/or contractors to be professionally responsible for the design and execution of sub-projects.

(b) The Borrower shall cause the Program to be carried out in conformity with all of the plans, specifications, contracts, schedules, and other arrangements, and with all modifications therein, approved by A.I.D. pursuant to this Agreement.

SECTION 4.02. Funds and Other Resources to be Provided by Borrower. The Borrower shall provide promptly as needed all funds, in addition to the Loan, and all other resources required for the punctual and effective carrying out of the program.

SECTION 4.03. Continuing Consultation. The Borrower and A.I.D. shall cooperate fully to assure that the purpose of the Loan will be accomplished. To this end, the Borrower and A.I.D. shall from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Program, the performance of any consultants, contractors, and suppliers engaged in carrying out the Program, and other matters relating to the Program.

SECTION 4.04. Management. The Borrower shall provide qualified and experienced management for the Program, and it shall train such staff as may be appropriate for the maintenance and operation of sub-projects financed under the Loan.

SECTION 4.05. Operation and Maintenance. The Borrower shall operate, maintain and repair sub-projects in conformity with sound engineering, financial, management, and administrative practices and in such manner as to insure the continuing and successful achievement of the purposes of the Program.

SECTION 4.06. Taxation. This Agreement, the Loan, and any evidence of indebtedness issued in connection herewith shall be free from, and the Principal shall be paid without deduction for and free from, any taxation or fees imposed under the laws in effect within the country of the Borrower. To the extent that (a) any contractor, consultant, or consulting firm, and personnel thereof, financed hereunder, and any property or transactions relating to the contracts with such contractor, consultant, or firm, and (b) any commodity procurement transaction financed hereunder, are not exempt from identifiable taxes, tariffs, duties, or other levies imposed under laws in effect in the country of the Borrower, the Borrower shall, as and

to the extent prescribed in and pursuant to Implementation Letters, pay or reimburse the same under Section 4.02 of this Agreement with funds other than those provided under the Loan.

SECTION 4.07. Utilization of Goods and Services.

(a) Goods and services financed under the Loan shall be used exclusively for the Program, except as A.I.D. may otherwise agree in writing. Upon completion of the Program, or at such other time as goods financed under the Loan can no longer usefully be employed for the Program, the Borrower may use or dispose of such goods in such manner as A.I.D. may agree to in writing prior to such use or disposition..

(b) Except as A.I.D. may otherwise agree in writing, no goods or services financed under the Loan shall be used to promote or assist any foreign aid project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such use.

SECTION 4.08. Disclosure of Material Facts and Circumstances. The Borrower represents and warrants that all facts and circumstances that it has disclosed or caused to be disclosed to A.I.D. in the course of obtaining the Loan are accurate and complete, and that it has disclosed to A.I.D., accurately and completely, all facts and circumstances that might materially affect the Program and the discharge of its obligations under this Agreement. The Borrower shall promptly inform A.I.D. of any facts and circumstances that may hereafter arise that might materially affect, or that it is reasonable to believe might materially affect, the Program or the discharge of the Borrower's obligations under this Agreement.

SECTION 4.09. Commissions, Fees and Other Payments.

(a) Borrower warrants and covenants that in connection with obtaining the Loan, or taking any action under or with respect to this Agreement, it has not paid, and will not pay or agree to pay, nor to the best of its knowledge has there been paid, nor will there be paid or agreed to be paid by any other person or entity, commissions, fees, or other payments of any kind, except as regular compensation to the Borrower's full time officers and employees or as compensation for bona fide professional, technical, or comparable services. The Borrower shall promptly report to A.I.D. any payment or agreement to pay for such bona fide professional, technical, or comparable services to which it is a party or of which it has knowledge (indicating whether such payment has been made or is to be made on a contingent basis), and if the amount of any such payment is deemed unreasonable by A.I.D., the same shall be adjusted in a manner satisfactory to A.I.D.

(b) The Borrower warrants and covenants that no payments have been or will be received by the Borrower, or any official of the Bor-

rower, in connection with the procurement of goods and services financed hereunder, except fees, taxes, or similar payments legally established in the country of the Borrower.

SECTION 4.10. Maintenance and Audit of Records. The Borrower shall maintain, or cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating both to the Program and to this Agreement. Such books and records shall, without limitation, be adequate to show:

(a) the receipt and use made of goods and services acquired with funds disbursed pursuant to this Agreement;
(b) the nature and extent of solicitations of prospective suppliers of goods and services acquired;
(c) the basis of the award of contracts and orders to successful bidders and suppliers; and
(d) the progress of the Program.

Such books and records shall be regularly audited, in accordance with sound auditing standards, for such period and at such intervals as A.I.D. may require, and shall be maintained for five years after the date of the last disbursement by A.I.D. or until all sums due A.I.D. under this Agreement have been paid, whichever date shall first occur.

SECTION 4.11. Reports. The Borrower shall furnish to A.I.D. such information and reports relating to the Loan and to the Program as A.I.D. may reasonably request.

SECTION 4.12. Inspections. The authorized representatives of A.I.D. shall have the right at all reasonable times to inspect the Program and sub-projects thereunder, the utilization of all goods and services financed under the Loan, and the Borrower's books, records, and other documents relating to the Program and the Loan. The Borrower shall cooperate with A.I.D. to facilitate such inspections and shall permit representatives of A.I.D. to visit any part of the country of the Borrower for any purpose relating to the Loan.

SECTION 4.13. Rate of Exchange. If funds provided by A.I.D. are introduced into the country of the Borrower by A.I.D. or any public or private agency for purposes of the Program or the carrying out of the obligations of A.I.D. hereunder, the Borrower upon the request of A.I.D. will make such arrangements within its powers as may be necessary so that such funds will be convertible into the currency of the country of the Borrower at the highest rate of exchange which, at the time the conversion is made, is not unlawful in the country of the Borrower.

ARTICLE V

Special Provisions

ARTICLE VI

Procurement

SECTION 6.01. Procurement from Selected Free World Countries. Except as A.I.D. may otherwise agree in writing, and except as provided in subsection 6.09(c) with respect to marine insurance, disbursements made pursuant to Section 7.01 shall be used exclusively to finance the procurement for the Program of goods and services having their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts are entered into for such goods and services. Goods and services procured pursuant to this Section shall be referred to as "Selected Free World Goods" and "Selected Free World Services" respectively. All ocean shipping financed under the loan shall have its source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time of shipment.

SECTION 6.02. Procurement from Cape Verde. Disbursements made pursuant to Section 7.02 shall be used exclusively to finance the procurement for the Program of goods and services having both their source and origin in Cape Verde, and/or goods and services having their source in Cape Verde and their origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time of shipment.

SECTION 6.03. Eligibility Date. Except as A.I.D. may otherwise agree in writing, no goods or services may be financed under the Loan which are procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement.

SECTION 6.04. Goods and Services Not Financed Under Loan. Except as A.I.D. may otherwise agree in writing, goods and services procured for the Program, but not financed under the Loan, shall have their source and origin in countries included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time orders are placed for such goods and services.

SECTION 6.05. Implementation of Procurement Requirements. The definitions applicable to the eligibility requirements of Sections 6.01, 6.02, and 6.04 will be set forth in detail in Implementation Letters.

SECTION 6.06. Plans, Specifications, and Contracts.

(a) Except as A.I.D. may otherwise agree in writing, the Borrower shall furnish to A.I.D. promptly upon preparation, all plans, specifications, construction schedules, bid documents, and contracts relating to the Program, and any modifications therein with respect to goods and services financed under the loan.

(b) Except as A.I.D. may otherwise agree in writing, all of the plans, specifications, and construction schedules furnished pursuant to subsection (a) above shall be approved by A.I.D. in writing.

(c) All bid documents and documents related to the solicitation of proposals relating to goods and services financed under the Loan shall be approved by A.I.D. in writing prior to their issuance. All plans, specifications, and other documents relating to procurement of goods and services financed under the Loan shall be in terms of United States standards and measurements, except as A.I.D. may otherwise agree in writing.

(d) The following contracts financed under the Loan shall be approved by A.I.D. in writing prior to their execution:

(i) contracts for engineering and other professional services,
(ii) contracts for construction services,
(iii) contracts for such other services as A.I.D. may specify, and
(iv) contracts for such equipment and materials as A.I.D. may specify.

In the case of any of the above contracts for services, A.I.D. shall also approve in writing the contractor and such contractor personnel as A.I.D. may specify. Material modifications in any of such contracts and changes in any of such personnel shall also be approved by A.I.D. in writing prior to their becoming effective.

(e) Consulting firms used by the Borrower for the Program but not financed under the Loan, the scope of their services, and such of their personnel assigned to the Program as A.I.D. may specify, and construction contractors used by the Borrower for the Program but not financed under the Loan shall be acceptable to A.I.D.

SECTION 6.07. Reasonable Price. No more than reasonable prices shall be paid for any goods or services financed, in whole or in part, under the Loan, as more fully described in Implementation Letters. Such items shall be procured on a fair and, except for professional services, on a competitive basis in accordance with procedures therefor prescribed in Implementation Letters.

SECTION 6.08. Employment of Non-Selected Free World Nationals Under Construction Contracts. The employment of personnel to perform services under any construction contract financed under the Loan shall be subject to certain requirements with respect to nationals of countries other than the country of the Borrower and countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time the construction contract is entered into. These requirements are prescribed in Implementation Letters.

SECTION 6.09. Shipping and Insurance.

(a) Selected Free World Goods financed under the Loan shall be transported to the country of the Borrower only on flag carriers of a country included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of shipment.

(b) Unless A.I.D. shall determine that privately-owned United States-flag commercial vessels are not available at fair and reasonable rate for such vessels, (i) at least fifty percent (50%) of the gross tonnage of all goods (computed separately for dry bulk carriers, dry cargo liners and tankers) financed under the Loan which may be transported on ocean vessels shall be transported on privately-owned United States-flag commercial vessels, and (ii) at least fifty percent (50%) of the gross freight revenue generated by all shipments financed under the Loan and transported to the country of the Borrower on dry cargo liners shall be paid to or for the benefit of privately-owned United States-flag commercial vessels. Compliance with the requirements of (i) and (ii) above must be achieved with respect to both cargo transported from U.S. ports and cargo transported from non-U.S. ports, computed separately.

(c) Marine insurance on Selected Free World Goods may be financed under the Loan with disbursements made pursuant to Section 7.01, provided (1) such insurance is placed at the lowest available competitive rate in the country of the Borrower or in a country included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time of placement, and (ii) claims thereunder are payable in the currency in which such goods were financed or in any freely convertible currency. If the government of the Borrower, by statute, decree, rule, regulation, or practice discriminates with respect to A.I.D.-financed procurement against any marine insurance company authorized to do business in any State of the United States, then all goods shipped to the cooperating country financed under the Loan shall be insured against marine risks and such insurance shall be placed in the United States with a company or companies authorized to do a marine insurance business in a State of the United States.

(d) Except as A.I.D. may otherwise agree in writing, the Borrower shall insure, or cause to be insured, all goods financed under the Loan against risks incident to their transit to the point of their use in the Program. Such insurance shall be issued upon terms and conditions consistent with sound commercial practice and shall insure the full value of the goods. Any indemnification received by the Borrower under such insurance shall be used to replace or repair any material damage or any loss of the goods insured or shall be used to reimburse the Borrower for the replacement or repair of such goods. Any such replacements shall have their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts are entered into for such replacements, and shall be otherwise subject to the provisions of this Agreement.

SECTION 6.10. Notification to Potential Suppliers. In order that United States firms shall have the opportunity to participate in furnishing goods and services to be financed under the Loan, the Borrower shall furnish to A.I.D. such information with regard thereto, and at such times, as A.I.D. may request in Implementation Letters.

SECTION 6.11. United States Government-owned Excess Property. The Borrower agrees to consider the utilization of, and the funds provided by A.I.D. hereunder may be used to finance the costs of obtaining for the Program, reconditioned United States Government-owned excess property, provided it is suitable for the Program and available on a timely basis.

SECTION 6.12. Information and Marking. Borrower shall give publicity to the Loan and the Program as a program of United States aid and shall identify the sub-project sites and mark goods financed under the Loan, all as prescribed in Implementation Letters.

ARTICLE VII

Disbursements

SECTION 7.01. Disbursement for United States Dollar Costs—Letters of Commitment to United States Banks. Upon satisfaction of conditions precedent, the Borrower may, from time to time, request A.I.D. to issue Letters of Commitment for specified amounts to one or more United States 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, through the use of Letters of Credit or otherwise, for Dollar Costs of goods and services procured for the Program in accordance with the terms and conditions of this Agreement. Payment by a bank to a contractor or supplier will be made by the bank upon presentation of such supporting documentation as A.I.D. may prescribe in Letters of Commitment and Implementation Letters. Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Borrower and may be financed under the Loan.

SECTION 7.02. Disbursement for Local Currency Costs. Upon satisfaction of conditions precedent, the Borrower may, from time to time, request disbursement by A.I.D. of local currency for local currency costs of goods and services procured or to be procured for the Program in accordance with the terms and conditions of this Agreement by submitting to A.I.D. such supporting documentation as A.I.D. may prescribe in Implementation Letters. A.I.D. may make such disbursements from local currency of the country of the Borrower owned by the U.S. Government and obtained by A.I.D. with United States dollars. The United States dollar equivalent of the local currency made available hereunder will be the amount of United States dollars required by A.I.D. to obtain the currency of the country of the Borrower.

SECTION 7.03. Other Forms of Disbursement. Disbursements of the Loan may also be made through such other means as the Borrower and A.I.D. may agree to in writing.

SECTION 7.04. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur, (a) in the case of disbursements pursuant to Section 7.01, on the date on which A.I.D. makes a disbursement to the Borrower, to its designee, or to a banking institution pursuant to a Letter of Commitment, and (b) in the case of disbursements pursuant to Section 7.02, on the date on which A.I.D. disburses the local currency to the Borrower or its designee.

SECTION 7.05. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no Letter of Commitment, or other commitment document which may be called for by another form of disbursement, or any amendment thereto, shall be issued in response to requests received by A.I.D. after twenty-four (24) months, and no disbursement shall be made against documentation received by A.I.D. or any bank described in Section 7.01 after thirty (30) months, from the date of execution of this Agreement. A.I.D., at its option, may at any time or times after thirty (30) months from the date of execution of this Agreement reduce the Loan by all or any part thereof for which documentation was not received by such date.

ARTICLE VIII

Cancellation and Suspension

SECTION 8.01. Cancellation by the Borrower. The Borrower may, by written notice to A.I.D., cancel any part of the Loan (i) which, prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse, or (ii) which has not then been utilized through the issuance of irrevocable Letters of Credit.

SECTION 8.02. Events of Non-compliance Acceleration. If any one or more of the following events ("Events of Non-compliance") shall occur:

(a) The Borrower shall have failed to pay when due any installment of Principal required under this Agreement;
(b) The Borrower shall have failed to comply with any other provision of this Agreement, including, but without limitation, the obligation to carry out the Program with due diligence and efficiency;
(c) The Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any other agreement between the Borrower or any of its agencies and A.I.D., or any of its predecessor agencies,

then A.I.D. may, give to the Borrower notice that the Event of Non-compliance must be cured within sixty (60) days thereafter; and, if the Event of Non-compliance is not cured within said period, A.I.D. may, at its option, give to the Borrower additional notice that:

(i) all unrepaid Principal shall be due and payable immediately; and

(ii) the amount of any further disbursements made under then outstanding irrevocable Letters of Credit or otherwise shall become due and payable as soon as made.

SECTION 8.03. Suspension of Disbursement. In the event that at any time:

(a) An Event of Non-compliance has occurred;
(b) 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;
(c) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.; or
(d) The Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any 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, at its option:

(i) suspend or cancel outstanding commitment documents to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit, in which event A.I.D. shall give notice to the Borrower promptly thereafter;
(ii) decline to make disbursements other than under outstanding commitment documents;
(iii) decline to issue additional commitment documents;
(iv) at A.I.D.'s expense, direct that title to goods financed under the Loan shall be transferred to A.I.D. if the goods are from a source outside the country of the Borrower, are in a deliverable state and have not been offloaded in ports of entry of the country of the Borrower. Any disbursement made or to be made under the Loan with respect to such transferred goods shall be deducted from Principal.

SECTION 8.04. Cancellation by A.I.D. Following any suspension of disbursements pursuant to Section 8.03, if the cause or causes for such suspension of disbursements shall not have been eliminated or corrected within sixty (60) days from the date of such suspension, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 8.05. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement, or accel-

eration of repayments, the provisions of this Agreement shall continue in full force and effect until the payment in full of all Principal, hereunder.

SECTION 8.06. Refunds.

(a) In the case of any disbursement not supported by valid documentation in accordance with the terms of this Agreement, or of any disbursement not made or used in accordance with the terms of this Agreement, A.I.D., notwithstanding the availability or exercise of any of the other remedies provided for under this Agreement, may require the Borrower to refund such amount in United States dollars to A.I.D. within thirty days after receipt of a request therefor. However, in the event that such disbursement was originally made in local currency and if A.I.D. determines that the amount of such refund can be used to pay the local currency costs of other goods and services approved for financing under the Loan, A.I.D. will accept such refund in local currency. All refunds shall be made available first for the cost of goods and services procured for the Program hereunder, to the extent justified; the remainder, if any, shall be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder. Notwithstanding any other provision in this Agreement, A.I.D.'s right to require a refund with respect to any disbursement under the Loan shall continue for five years following the date of such disbursement.

(b) In the event that A.I.D. receives a refund from any contractor, supplier, or banking institution, or from any other third party connected with the Loan, with respect to goods or services financed under the Loan, and such refund related to an unreasonable price for goods or services, or to goods that did not conform to specifications, or to services that were inadequate, A.I.D. shall first make such refund available for the cost of goods and services procured for the Program hereunder, to the extent justified; the remainder if any, to be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder.

SECTION 8.07. Expenses of Collection. All reasonable costs incurred by A.I.D., other than salaries of its staff, in connection with the collection of any refund or in connection with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 8.02 may be charged to the Borrower and reimbursed to A.I.D. in such manner as A.I.D. may specify.

SECTION 8.08. Nonwaiver of Remedies. No delay in exercising or ommission to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of any such right, power, or remedy or of any other right, power, or remedy hereunder.

ARTICLE IX

Miscellaneous

SECTION 9.01. Communications. Any notice, request, documents, or other communication given, made, or sent by the Borrower or A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable, or radiogram and shall be deemed to have been duly given, made, or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegram, cable, or radiogram at the following addresses:

TO BORROWER:

Mail and Cable Address: Ministro da
Coordenação Económica
Praia—"Cabo Verde

TO A.I.D.:

Mail and Cable Address: Director
Office of Africa Regional Affairs
Bureau for Africa
Agency for International Development
Washington, D.C. 20523

Borrower, in addition, shall provide the A.I.D. Representative, Amembassy, Lisbon, with a copy of each communication sent to A.I.D. Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications, and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 9.02. Representatives. For all purposes relative to this Agreement, the Borrower will be represented by the individual holding or acting in the office of Ministro da Coordenação Económiça. For the purpose of issuing Implementation Letters under this Agreement, A.I.D. will be represented by the individual holding or acting in the office of Director, Office of Africa Regional Affairs, A.I.D. Such individuals shall have the authority to designate additional representatives by written notice. In the event of any replacement or other designation of a representative hereunder, Borrower shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Borrower designated pursuant to this Section, it may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 9.03. Implementation Letters. A.I.D. shall from time to time issue Implementation Letters that will prescribe the procedures

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applicable hereunder in connection with the implementation of this Agreement.

SECTION 9.04. Promissory Notes. At such time or times as A.I.D. may request, the Borrower shall issue promissory notes or such other evidences of indebtedness with respect to the Loan, in such form, containing such terms, and supported by such legal opinions as A.I.D. may reasonably request.

SECTION 9.05. Termination Upon Full Payment. Upon payment in full of the Principal, this Agreement and all obligations of the Borrower and A.I.D. under this Loan Agreement shall terminate.

IN WITNESS WHEREOF, The Borrower and the United States of America, each acting through its respective duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

TRANSITIONAL GOVERNMENT OF CAPE VERDE

By: AMARO A DA LUZ

Name: Amaro Alexandre da Luz
Title: *Ministro da Coordenacao Economica e Trabalho*

UNITED STATES OF AMERICA

By: ROBERT L. CHAMBERLAIN

Name: Robert L. Chamberlain
Title: *Officer-in-charge of AID Affairs for Portuguese Speaking Africa*

ANNEX 1

Description of Program

The program will consist of labor-intensive rural works construction projects designed to improve and increase the soil and water resources available for agricultural production in the country of the Borrower.

Sub-projects will include such activities as:

(1)—The building of dikes in valley areas to catch alluvial soils washed down from the mountainsides as the result of sporadic, torrential downpours;

(2)—Construction of retaining walls to prevent further erosion of soils into valley areas used for crop production;

(3)—Construction of stone and concrete aqueducts to permit the irrigation of valley areas reclaimed through the diking system;

(4)—Terracing of hillsides suitable for irrigated agriculture; and

(5)—The clearing of rocks from areas that can be used for pasturage or crop production.

[AMENDING AGREEMENT]

A.I.D. Loan No. 655-Z-001

FIRST AMENDMENT TO LOAN AGREEMENT BETWEEN THE TRANSITIONAL GOVERNMENT OF CAPE VERDE AND THE UNITED STATES OF AMERICA FOR AGRICULTURAL SECTOR SUPPORT (RURAL WORKS)

Dated: MARCH 23, 1976

FIRST AMENDMENT

Loan agreement amendment, dated the 23rd day of March 1976 between the TRANSITIONAL GOVERNMENT OF CAPE VERDE ("Borrower") and THE UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

WHEREAS, the Borrower and A.I.D. entered into an agreement dated 30 June 1975, pursuant to which A.I.D. agreed to lend Borrower $3,000,000 for Agriculture Sector Support;

WHEREAS, Section 496(b) of the Foreign Assistance Act of 1961, as amended, authorized the forgiveness of the liability of the Borrower to repay said Loan; and

WHEREAS, A.I.D. desires to forgive said liability;

NOW THEREFORE, the parties agree as follows:

Section 1. The Loan Agreement dated 30 June 1975 between the parties is amended as follows:

A. Delete Sections 9.04 and 9.05 and add the following in lieu thereof:

"Section 9.04. Forgiveness of Liability to Repay. Notwithstanding any other Section of this Agreement, A.I.D. forgives the Borrower the liability for repayment of the Loan, specifically releasing the Borrower from all liability under Section 2.02."

B. In Section 4.10 delete "or until all sums due A.I.D. under this Agreement have been paid, whichever date shall first occur."

C. In Section 8.02 delete clauses (a) and (i).

D. Section 8.05 is amended to read as follows:
"Section 8.05. Continued Effectiveness of Agreement. Notwithstanding any cancellation or suspension of disbursement, the provisions of this Agreement shall remain in full force and effect."

E. In Sections 8.06(a) and 8.06(b) delete the words: "the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder" and substitute in each such section the words: "to reduce the amount of assistance provided under this Agreement".

Section 2. Effective Date. The First Amendment shall become effective, and the date first appearing above shall be the date the last signature is made below.

Section 3. Except as specifically modified and amended hereby, the Loan Agreement dated 30 June 1975 shall remain in full force and

effect. All references in said Agreement to the words "Loan Agreement" or "This Agreement" shall be deemed to mean the Loan Agreement as hereby amended. All references in said Agreement to the "Loan" shall be deemed to mean the Loan as hereby forgiven.

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

THE TRANSITIONAL GOVERNMENT OF CAPE VERDE		THE UNITED STATES OF AMERICA	
By:	J BRITO	By:	DONALD F MILLER
Name:	José Brito	Name:	Donald F. Miller
Title:	*Directeur National de la Coopération Cap Vert*	Title:	*Acting Director Regional Economic Development Services Office, West Africa*
Date	le 23 MARS 1976	Date:	MARCH 3, 1976

COSTA RICA

Narcotic Drugs: Additional Assistance to Curb Illegal Production and Traffic

Agreement effected by exchange of notes
Signed at San José June 21 and 24, 1976;
Entered into force June 24, 1976.

The American Chargé d'Affaires, ad interim, to the Costa Rican Minister of Foreign Relations

No. 98 SAN JOSE, *June 21, 1976*

EXCELLENCY:

I have the honor to advise you that the Government of the United States is prepared to provide additional support to the Government of Costa Rica in our continuing cooperative efforts to curb the production and traffic in illegal narcotics.

The assistance provided at this time will be in the form of four radio equipped 4-wheel drive vehicles, one radio base station, two relay base stations, 30,000 rounds of 38 caliber ammunition, related training, and a maximum of $1,000.00 monthly for a maximum period of twelve months for operating and investigative expenses. The total cost to the United States for this grant shall not exceed $57,000.00. The equipment and the financial assistance provided hereunder are to be used by the Costa Rican government agencies responsible for narcotic control, to interdict the flow of illicit narcotics through Costa Rica, and to locate and to eradicate plants from which narcotics substances are derived. The monetary assistance is to be used by Costa Rican narcotic control agencies for operating and investigative expenses while engaged in the above activities and will be controlled by and accounted for to the Drug Enforcement Administration Attaché of this Embassy. This monetary assistance is granted with the understanding that it is temporary in nature and that the Government of Costa Rica will make the earliest arrangements possible to provide on a regular basis for this type of expenses. It is further understood that the use of this equipment and financial assistance shall be restricted to these purposes except that nothing in this agreement shall preclude its use in times of natural disasters to prevent loss of life, or otherwise engage in humanitarian undertakings.

The Drug Enforcement Administration Attaché will develop, with the appropriate Costa Rican officials, the operating procedures by which this project will be carried out.

The Government of Costa Rica agrees that, at the request of the Embassy of the the United States, the responsible Costa Rican agencies shall provide to the personnel of the Government of the United States, access to this and other equipment provided under the previous agreement for the purpose of certifying its usage and condition of service.

If the foregoing is acceptable to the Government of Costa Rica, this note and your reply shall constitute an agreement between the two governments.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

LYLE F. LANE
Chargé d'Affaires, i.a.

His Excellency
Licenciado GONZALO FACIO SEGREDA,
Minister of Foreign Relations,
Costa Rica.

The Costa Rican Minister of Foreign Relations to the American Chargé d'Affaires, ad interim

REPUBLICA DE COSTA RICA
MINISTERIO DE RELACIONES EXTERIORES Y CULTO
Dirección General
de Política Exterior
No. 81.938 PE

San José, 24 de junio de 1976

Honorable señor:

Tengo el honor de contestar la nota de Vuestra Señoría No. 98 de 21 de junio del año en curso, que dice:

"Excelencia: Tengo el honor de manifestar a usted que el Gobierno de los Estados Unidos está dispuesto a dar apoyo adicional al Gobierno de Costa Rica en relación con nuestros continuos esfuerzos cooperativos tendientes a restringir la producción y tráfico de narcóticos ilegales.

La ayuda que se suministra ahora consiste en cuatro vehículos de doble tracción equipados con radio transmisor y receptor, una estación base de radio, dos estaciones base de relay, 30.000 tiros de munición calibre 38, adiestramiento conexo y una suma máxima de $ 1.000.00 mensualmente durante un período máximo de doce meses para gastos de operación e investigación. El costo total para los Estados Unidos por esta donación no excederá la suma de $ 57.000.00. El equipo y la ayuda financiera que se proporcionan por este medio serán para el uso de las dependencias del Gobierno de Costa Rica responsables del control de narcóticos, de la interdección del flujo de narcóticos ilícitos a través de Costa Rica y la localización y erradicación de las plantas de las cuales se derivan substancias narcóticas. La ayuda monetaria será para el uso de las dependencias costarricenses de control de narcóticos para

Honorable señor
Lyne Lane
Encargado de Negocios de los Estados
Unidos de América
Ciudad

gastos de operación e investigación mientras se lleva a cabo estas actividades y sobre los mismos deberá informarse al Agregado representante de la Administración para ejecución de las leyes para el Control de Drogas en esta Embajada. Se entiende que esta ayuda monetaria es otorgado en el entendimiento de que es de naturaleza temporaria y que el Gobierno de Costa Rica hará planes necesarios lo más expeditamente posible para proveer esta clase de gastos en forma regular. También se entiende que el uso de este equipo y de la ayuda financiera quedará limitada a estos fines salvo que ningún aspecto de este convenio impedirá el uso de estos en caso de desastres naturales, para prevenir pérdidas humanas o para participar en cualquier acción de índole humanitaria.

El Agregado representante de la Administración del Control de Drogas (DEA) en esta Embajada elaborará conjuntamente con los funcionarios costarricenses llamados a ello, los procedimientos de operación para la ejecución de este proyecto.

El Gobierno de Costa Rica conviene en que, a solicitud de la Embajada de los Estados Unidos, las entidades costarricenses responsables darán al personal del Gobierno de los Estados Unidos, acceso a este equipo y otro proveído de acuerdo con el convenio anterior, con el fin de certificar el uso del mismo y su estado de servicio.

Si el contenido de esta nota es aceptable para el Gobierno de Costa Rica, esta nota y su respuesta a la misma se considerarán como un convenio entre ambas Gobiernos.

Ruégole aceptar, Excelencia, las seguridades de mi más alta y distinguida consideración.

Me es grato comunicar la aceptación del Gobierno de Costa Rica de la proposición anterior.

En consecuencia, la presente nota y la de Vuestra Señoría transcrita arriba, constituyen un Acuerdo entre nuestros dos países que entrará y permanecerá en vigencia a partir de esta fecha.

Aprovecho la oportunidad para renovarle las seguridades de mi distinguida consideración.

Gonzalo J. Facio
Ministro de Relaciones Exteriores

TRANSLATION

REPUBLIC OF COSTA RICA
Ministry of Foreign Relations and Worship
Bureau of Foreign Policy

No. 81.938 PE San José, June 24, 1976

Dear Sir:

I have the honor to reply to your note No. 98 of June 21, 1976, which reads as follows:

[For the English language text, see pp. 2924-2925.]

I take pleasure in informing you that the Government of Costa Rica accepts the foregoing proposal.

Consequently, this note and your note transcribed above shall constitute an agreement between our two countries, which shall enter into force on this date.

I avail myself of this opportunity to renew to you the assurances of my distinguished consideration.

Gonzalo J. Facio

Gonzalo J. Facio
Minister of Foreign Relations

The Honorable
Lyle Lane,
Chargé d'Affaires of the
United States of America,
San José.

EGYPT

Technical and Feasibility Studies

Agreements amending the agreement of May 30, 1976.
Signed at Cairo July 31, 1976;
Entered into force July 31, 1976.
And signed at Cairo September 30, 1976;
Entered into force September 30, 1976.

A.I.D. GRANT NO. 263-11-995-013

FIRST AMENDMENT
TO
GRANT AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE ARAB REPUBLIC OF EGYPT
FOR
TECHNICAL AND FEASIBILITY STUDIES II

Date: JULY 31, 1976

Grant agreement amendment dated July 31, 1976, between THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT ("Government") and the GOVERNMENT OF THE UNITED STATES OF AMERICA, acting through the Agency for International Development ("A.I.D.").

SECTION 1. The Grant Agreement dated May 30, 1976 [1] between the Government and A.I.D. for Technical and Feasibility Studies II is hereby amended as follows:

(a) Section 1.01 is amended by deleting "Three Million United States Dollars ($3,000,000)" and substituting "Eight Million United States Dollars ($8,000,000)".

(b) Section 6.02 is amended as follows:

(1) Insert "(a)" immediately prior to "Upon satisfaction of".

(2) Insert the following new subparagraph:

(b) Upon satisfaction of conditions precedent, in the case of an emergency requirement for services or commodities in which there is not sufficient time for completion of the procedures described in Section 6.02 (a), A.I.D. from time to time may disburse funds available from this Grant to pay directly the costs of furnishing such services and commodities in connection with the program. Upon taking any action pursuant to this Section 6.02 (b) A.I.D. shall promptly notify the Government of such action, the circumstances requiring such action and the amount of funds involved.

SECTION 2. This Grant Agreement Amendment shall enter into force when signed by both parties hereto.

SECTION 3. Except as specifically amended hereby, the Grant Agreement dated May 30, 1976 between the Government and A.I.D. shall remain in full force and effect.

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

ARAB REPUBLIC OF EGYPT	UNITED STATES OF AMERICA
By: M. Z. SHAFEI	By: HERMANN FR. EILTS
Name: Dr. Mohamed Zaki Shafei	Name: Hermann Fr. Eilts
Title: *Minister of Economy and Economic Cooperation*	Title: *American Ambassador*

[1] TIAS 8336; 27 UST 2649.

A.I.D. GRANT NO. 263-11-095-013

SECOND AMENDMENT
TO
GRANT AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE ARAB REPUBLIC OF EGYPT
FOR
TECHNICAL AND FEASIBILITY STUDIES II

Date: SEPTEMBER 30, 1976

Grant agreement amendment dated September 30, 1976, between the GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT ("Government") and the GOVERNMENT OF THE UNITED STATES OF AMERICA, acting through the Agency for International Development ("A.I.D.").

SECTION 1. Section 1.01 of the Grant Agreement dated May 30, 1976, as amended between the Government and A.I.D. for Technical and Feasibility Studies II is hereby further amended by deleting "Eight Million United States Dollars ($8,000,000)" and substituting "Fifteen Million United States Dollars ($15,000,000)".

SECTION 2. This Grant Agreement Amendment shall enter into force when signed by both parties hereto.

SECTION 3. Except as specifically amended hereby, the Grant Agreement dated May 30, 1976, as amended, between the Government and A.I.D. shall remain in full force and effect.

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

ARAB REPUBLIC OF EGYPT
By: M. Z. SHAFEI
Name: Dr. Mohamed Zaki Shafei
Title: *Minister of Economy and Economic Cooperation*

UNITED STATES OF AMERICA
By: H. FREEMAN MATTHEWS Jr.
Name: H. Freeman Matthews, Jr.
Title: *Chargé d'Affaires a.i.*

NEPAL

Facilities at Tribhuvan University, Institute of Medicine

Agreement signed at Kathmandu February 4, 1976;
Entered into force February 4, 1976.

GRANT AGREEMENT

Between

His Majesty's Government
of Nepal

and the

United States of America

for

Tribhuvan University
Institute of Medicine

Dated: February 4, 1976

TIAS 8576

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GRANT AGREEMENT

GRANT AGREEMENT, dated February 4, 1976, between HIS MAJESTY'S GOVERNMENT OF NEPAL, (hereinafter referred to as "HMG/N") and the UNITED STATES OF AMERICA acting through the Agency for International Development, (hereinafter referred to as "A.I.D.").

ARTICLE I

The Grant

SECTION 1.01. The Grant. A.I.D. hereby grants to HMG/N an amount (denominated in Nepalese rupees) not to exceed six million eight hundred thousand (6,800,000.00) Indian Rupees to assist the HMG/N in carrying out the Project referred to in Section 2.01. ("Project"). A.I.D. further agrees to grant in the future an additional six million nine hundred fifty thousand three hundred and sixty (6,950,360.00) Indian rupees for the Project, subject to the availability of Indian currency for use in Nepal pursuant to the terms and conditions of the agreement on P.L. 480 and other funds between the Government of the United States and the Government of India dated February 18, 1974 [1] and subject further to the condition that the A.I.D. contribution to the Project shall not exceed seventy five (75) percent of the total costs of goods and services required for the Project. The aggregate amount of the releases under this Agreement is hereinafter referred to as "The Grant" The Grant shall be used to finance a portion of the costs of goods and services required for the Project.

SECTION 1.02. HMG Contribution. HMG/N agrees to contribute to the Project not less than 25% of the total Project cost, and will also

[1] TIAS 7831, 25 UST 866.

provide, or cause to be provided in timely fashion all funds, in addition to the A.I.D. assistance hereunder, and all other resources required for the punctual and effective carrying out of the Project.

ARTICLE II

The Project

SECTION 2.01. The Project. The Project shall consist of the design, construction and supervision of Auxiliary Health Workers Schools for Tribhuvan University, Institute of Medicine at Bharatpur and Pokhara, Nepal and the design, construction or renovation and supervision of Integrated Demonstration Health Posts with housing facilities as described in "Annex A" attached hereto, which may from time to time be modified by the parties in writing.

ARTICLE III

Terms of Financing

SECTION 3.01. Terms of Financing. The A.I.D. assistance specified in Section 1.01 is provided as a grant for use in accordance with this Agreement. Any interest earned on funds disbursed to HMG/N pursuant to this Agreement shall be promptly returned to A.I.D.

ARTICLE IV

Conditions Precedent to Releases

SECTION 4.01. Conditions Precedent for Architectual, Engineering and Other Professional Services. Prior to the release of funds to finance the costs of architectual, engineering and other professional services under this Agreement, HMG/N shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of the Secretary of the Ministry of Law and Justice of HMG/N, or of other counsel acceptable to A.I.D., that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, HMG/N and that it constitutes a valid and legally binding obligation of HMG/N in accordance with all of its terms;

(b) The names of the persons holding or acting in the office of HMG/N specified in Section 8.02 and a specimen signature of each person specified in such statement.

(c) A two year curriculum approved by Tribhuvan University.

(d) The appointment of a Project Manager to the staff of the Dean of the Institute of Medicine.

SECTION 4.02. Conditions Precedent for Construction of an Academic/Administrative Complex, Student Hostel, and Staff Quarters at Bharatpur. Prior to the release of funds to finance the cost of constructing an academic/administrative complex, student hostel, and staff quarters at Bharatpur, HMG/N shall, except as A.I.D. may otherwise agree in writing furnish to A.I.D. in form and substance satisfactory to A.I.D..

(a) Satisfactory evidence that sufficient land has been acquired, or permission granted to the Institute of Medicine to use government owned land, for the construction of an academic/administrative complex, hostels, and staff quarters at Bharatpur.

(b) A topographic survey of the project site in Bharatpur.

(c) Designs, specifications, and cost estimates for the construction of an academic/administrative complex, student hostel, and staff quarters.

(d) A list of construction materials which should be stockpiled to support proposed construction activities for the duration of the Project.

(e) Campus and site development plans.

(f) Invitation for bid documents for the construction and supply of materials for (c) and (d) above.

SECTION 4.03. Conditions Precedent for Construction of an Academic/Administrative Complex, Student Hostel, and Staff Quarters at Pokhara. Prior to the release of funds to finance the costs of constructing an academic/administrative complex, student hostel, and staff quarters at Pokhara, HMG/N shall, except as A.I.D. may otherwise agree in writing furnish A.I.D. in form and substance satisfactory to A.I.D.

(a) Satisfactory evidence that sufficient land has been acquired, or permission granted to the Institute of Medicine to use government owned land, for the construction of an academic/administrative complex, hostels, and staff quarters at Pokhara.

(b) A topographic survey of the project site in Pokhara.

(c) Designs, specifications, and cost estimates for construction of an academic/administrative complex, student hostel, and staff quarters.

(d) A list of construction materials which should be stockpiled to support proposed construction activities for the duration of the project.

(e) Campus and site development plan.

(f) Invitation for bid documents for the construction and supply of materials for (c) and (d).

SECTION 4.04. Conditions Precedent for the Construction or Renovation or Integrated Demonstration Health Posts and Staff Quarters. Prior to the release of funds to finance the costs of constructing or renovating Integrated Demonstration Health Posts and staff quarters, HMG/N shall, except as A.I.D. may otherwise agree in writing furnish A.I.D. in form and substance satisfactory to A.I.D. designs, specifications, cost estimates and invitation for bid documents for construction or renovation of Integrated Demonstration Health Posts with housing facilities in the vicinity of the Auxiliary Health Worker schools at Bharatpur and Pokhara.

SECTION 4.05. Terminal Dates for meeting Conditions Precedent. If all of the conditions specified in Sections 4.01 above shall not have been met within sixty (60) days, conditions specified in Section 4.02 and 4.03 within one hundred and eighty (180) days, and conditions specified in Section 4.04 within three hundred and sixty (360) days from the date of this Agreement, or such later dates as A.I.D. may agree to in writing, A.I.D. at its option, may terminate this Agreement by giving prior written notice to HMG/N.

SECTION 4.06. Notification of Meeting of Conditions Precedent. A.I.D. shall notify HMG/N in writing upon determination by A.I.D. that the conditions precedent to release of currency specified in Section 4.01, 4.02, 4.03, and 4.04 have been met.

ARTICLE V

Covenants and Warranties

SECTION 5.01. Special Account. The Institute of Medicine shall establish an account in the Rastra Bank which shall be maintained throughout the life

of this Agreement and funds deposited therein shall be made available exclusively for carrying out of the Project, (hereinafter referred to as the ("Special Project Account").

SECTION 5.02. Integrated Demonstration Health Posts. HMG/N agrees (a) the Integrated Demonstration Health Posts constructed at locations as specified by Ministry of Health, HMG/N with funds provided under the Agreement will be turned over to the Ministry of Health upon completion, (b) the Ministry of Health will provide qualified and experienced staff for the Integrated Demonstration Health Posts and (c) the Integrated Demonstration Health Posts will be made available to the Institute of Medicine for purposes of training students attending the Auxiliary Health Schools.

SECTION 5.03 Execution of Project. HMG/N and A.I.D. will cooperate to assure that the purposes of this Agreement will be accomplished To this end:

(a) HMG/N and A.I.D. shall from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Project, the performance by HMG/N and A.I.D. of their respective obligations under this Agreement, the performance of the consultants, contractors, and suppliers engaged on the Project, and other matters relating to the Project.

(b) HMG/N will.

(i) carry out the Project or cause it to be carried out:

(A) with due diligence and efficiency, and in conformity with sound technical, financial, and management practices, and

(B) in conformity will all plans, specifications, contracts, schedules or other arrangements, and with all modifications therein, mutually approved pursuant to this Agreement; and

(ii) provide qualified and experienced administrative and professional staff for the Project and allocate such resources to cause the Project to be operated and maintained in such manner as to insure the continuing and successful achievement of the proposes of the Project.

SECTION 5.04. Amendments. Except as A.I.D. may otherwise agree in writing HMG/N shall obtain A.I.D. concurrence prior to any material modification of:

(a) Designs, specifications, materials list, invitation for bid documents, campus and site development plans submitted to A.I.D. pursuant to Section 4.02 and 4.03.

(b) Designs and specifications and invitation for bid documents submitted to A.I.D. pursuant to Section 4.04.

SECTION 5.05. Reports. HMG/N shall furnish to A.I.D. such information and reports relating to the Grant and to the Project as A.I.D. may request.

SECTION 5.06. Utilization of Goods and Services. Except as A.I.D. may otherwise agree in writing, (1) goods and services financed under the Grant shall be used exclusively for the Project and shall not be used to promote or assist any foreign aid project or activity associated with or financed

by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such use and, (2) upon completion of the Project, or at such time as goods financed under the grant can no longer usefully be employed for the Project, HMG/N may use or dispose of such goods in such manner as HMG/N may deem reasonable.

SECTION 5.07 Taxation. This Agreement shall be free from any identifiable taxes, tariffs, duties, fees and other levies imposed under the laws in effect within Nepal. To the extent that (a) any expatriate contractor, including any consulting firm, any personnel of such contractor financed hereunder (other than citizens and permanent residents of Nepal), and any property or transactions relating to such contracts and (b) any commodity procurement transaction financed hereunder, are not exempt from identifiable taxes, tariffs, duties, fees and other levies imposed under laws in effect in Nepal, HMG/N shall pay or reimburse the same under Section 1.02 of this Agreement with funds other than those provided under the Grant.

SECTION 5.08. Rate of Exchange. The exchange rate to be applied in the event of release of Nepalese rupees for purposes of crediting as Indian Rupee equivalent against the total amount of the Grant, shall be the highest available lawful rate at which Nepalese rupees may be bought with Indian rupees in Nepal on the date Indian Rupees are converted and deposited in the United States Disbursing Officer's account in Nepal.

SECTION 5.09. Records, Inspections, Audit. HMG/N will:

(a) cause to be maintained, in accordance with sound accounting principles and practices, books and records relating to the Project and to this Agreement, adequate to show, without limitations:

(1) the receipt and use of goods and services acquired under the Grant;

(2) the nature and extent of solicitations of prospective suppliers of goods and services acquired;

(3) the basis of award of contracts and orders, and

(4) the progress of the Project;

Such books and records shall be audited by the Office of the Auditor General of Nepal at such intervals as may be mutually agreed upon by A.I.D. and HMG/N, but not less frequently then annually during the construction period, and copies of HMG/N's audit shall be made available to A.I.D. Such books and records shall also be subject to audit by A.I.D. and shall be maintained by HMG/N for three years after the date of the last release of funds by A.I.D

(b) afford the authorized representatives of A.I.D. the opportunity at all reasonable times to inspect the Project, the utilization of all goods and services financed under the Grant, and HMG/N's books, records, and other documents relating to the Project and the Grant. HMG/N shall cooperate with A.I.D. to facilitate such inspections and shall assist A.I.D. representatives with visits within Nepal for purposes related to the Grant.

SECTION 5.10. Disclosure. HMG/N confirms:

(a) that all facts and circumstances that it has disclosed, or caused to be disclosed, to A.I.D. in the course of obtaining A.I.D. financing are accurate and complete, and that they include all facts and circumstances that might materially affect the Project and the discharge of its obligations under this Agreement, and

(b) that it will inform A.I.D. in timely fashion of any subsequent facts and circumstances that might materially affect, or that it is reasonable to believe might so affect, the Project or the discharge of its responsibilities under this Agreement.

ARTICLE VI

Procurement

SECTION 6.01. Procurement from the United States and Other Code 935 Countries. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Section 7.01 of this Agreement shall be used exclusively to finance the procurement for the Project of goods and services having their source in the United States of America or other countries specified in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such procurement.

SECTION 6.02. Eligibility Date. Except as the parties may otherwise agree in writing, no goods or services may be financed under the Grant which are procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement.

SECTION 6.03. Plans, Specifications, and Contracts.

(a) Except as A.I.D. may otherwise agree in writing and as long as this agreement remains in effect:

(1) HMG/N will furnish to A.I.D. upon preparation, any plans, specifications, construction schedules, bid documents, and contracts relating to the Project, and any modifications

therein, whether or not the goods and services to which they relate are financed under the Grant;

(2) All of the plans, specifications, and construction schedules furnished pursuant to subsection (1) above shall be approved by A.I.D. in writing;

(3) Any bid documents and documents related to the solicitation of proposals for goods and services financed under the Grant shall be approved by A.I.D. in writing prior to their issuance, and any plans, specifications, and other documents relating to goods and services financed under the Grant shall be in terms of international standards and measurements;

(4) The following contracts, if any, financed under the Grant shall be approved by A.I.D. in writing prior to their execution:

a. Contracts for engineering and other professional services,

b. Contracts for construction services,

c. Contracts for such other services as A.I.D. may specify, and

d. Contracts for such equipment and materials as A.I.D. may specify.

In the case of any of the above contracts for services, the parties hereto will also mutually approve in writing the contractor and such contractor personnel as either party may specify. Material modifications in any of such contracts and changes in any of such personnel shall also be mutually approved by the parties hereto in writing prior to their becoming effective.

(b) Consulting firms or construction contractors, if any, used by HMG/N for the Project, but not financed under the Grant, the scope of their services and such of their personnel assigned to the Project as A.I.D. may specify, shall be mutually acceptable to the parties hereto.

SECTION 6.04. Reasonable Price. No more than reasonable prices will be paid for any goods or services financed, in whole or in part, under the Grant, as more fully described in Implementation Letters. Such items will be procured on a fair and, except for professional services, on a competitive basis in accordance with procedures identified in Implementation Letters.

SECTION 6.05. Insurance. HMG/N shall insure, or cause to be insured, all goods procured under the Grant against risks incident to their transit to the point of their use in the Project. Such insurance shall be issued upon terms and conditions consistent with sound commercial practice, shall insure the full value of the goods, and shall be payable in the currency in which such goods were financed. Any indemnification received by HMG/N under such insurance shall be used to replace or repair any material damage or any loss of the goods insured or shall be used to reimburse HMG/N for the replacement or repair of such goods. Any such replacement shall be of United States or other Code 935 source and origin and otherwise subject to the provisions of this Agreement.

SECTION 6.06. Information and Marking. HMG/N shall give publicity to the Grant and the Project and identify the Project as a joint program of HMG/N and USAID.

ARTICLE VII

Releases

SECTION 7.01. Release of Funds.

Releases by A.I.D. under the Grant shall be made available to the Ministry of Finance of HMG/N for immediate deposit in the Special Project Account. HMG/N's Authorized Representative, as set forth in Section 8.02 of the Agreement, shall have authority to disburse from the account as needed to carry out the Project.

(a) Upon satisfaction of conditions precedent under Section 4.01 HMG/N may, under procedures established in Implementation Letters, request release of Nepalese rupees for deposit in the Special Project Account established by Section 5.01 to pay for the cost of architectural, engineering, and other professional services procured for the project in accordance with terms and conditions of this agreement by submitting to A.I.D. such supporting documentation as A.I.D. may prescribe in Implementation Letters.

(b) Upon satisfaction of conditions precedent under Section 4.02, HMG/N may, under procedures established in Implementation Letters, request release of funds for deposit in the Special Project Account established by Section 5.01 to pay for the cost of construction of an academic/ administrative complex, student hostel, and staff quarters at Bharatpur.

(c) Upon satisfaction of conditions precedent under Section 4.03, HMG/N may, under procedures established in Implementation Letters, request release of funds for deposit in the Special Project Account established by Section 5.01 to pay for the cost of construction an academic/administration complex, student hostel, and staff quarters at Pokhara.

(d) Upon satisfaction of conditions precedent under Section 4.04, HMG/N may, under procedures established in Implementation Letters, request release of the remaining grant funds for deposit in the Special Project Account established by Section 5.01 to pay for the cost of construction or renovation of Integrated Demonstration Health Posts with housing facilities at Bharatpur and Pokhara.

(e) Unless A.I.D. otherwise agrees, at no time may the actual amount of releases by A.I.D. of currency exceed 75% of the total costs of goods and services required for the Project.

SECTION 7.02. Other Forms of Releases. Releases of the Grant may also be made through such other means as HMG/N and A.I.D. may agree to in writing.

SECTION 7.03. Terminal Date for Releases.. Except as A.I.D. may otherwise agree in writing, no release of currency shall be made in response to requests received by A.I.D. after the Terminal Date for Requests of October 31, 1978 and no release shall be made against documentation received by A.I.D. after the Terminal Release Date of December 31, 1978, after the latter date, A.I.D., at its option, may reduce the Grant by all or any part thereof for which documentation was not received by such date.

SECTION 7.04. Suspension of Releases. In the event that at any time:

(a) HMG/N shall have failed to comply with any provision of this Agreement, including but without limitation, the obligation to carry out the Project with due diligence and efficiency; or

(b) An event occurs that A.I.D. determines to be an extraordinary situation that makes it improbable either that the purpose of the Grant will be attained or that HMG/N will be able to perform its obligations under this Agreement; or

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(c) Any release by A.I.D. would be in violation of the legislation governing A.I.D.,

then A.I.D. may, at its option, decline to make further releases.

SECTION 7.05. Cancellation. Following any suspension of releases pursuant to Section 7.04, if the cause or causes for such suspension of releases shall not have been eliminated or corrected within sixty (60) days from the date of such suspension, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Grant that has not been released and request a refund of any funds which have been released by A.I.D. but which have not been disbursed or irrevocably committed by HMG/N to third parties. HMG/N may, upon 30 days written notice to A.I.D., cancel any part of the Grant which has not been disbursed or irrevocably committed to third parties to be disbursed.

SECTION 7.06. Continued Effectiveness of Agreement. Notwithstanding any suspension of releases by A.I.D., the provisions of this Agreement shall continue in full force and effect.

SECTION 7.07 Refunds.

(a) In the case of any release not supported by valid documentation in accordance with the terms of this Agreement, or of any disbursement by HMG/N from the Special Project Account not made or used in accordance with the terms of this Agreement, A.I.D., notwithstanding the availability or exercise of any of the other remedies provided for under this Agreement, may require HMG/N to refund such amount to A.I.D. in Indian Rupees, or, at the option of A.I.D., in Nepalese rupees within thirty days after receipt of a request therefore. Notwithstanding any other provisions in this Agreement, A.I.D.'s right to

require a refund with respect to any release or disbursement under the Grant shall continue for three years following the date of such release or disbursement.

(b) In the event that HMG/N receives a refund from any contractor, supplier, or banking institution, or from any other third party connected with the Grant with respect to goods or services financed under the Grant, and such refund relates to an unreasonable price for goods or services, or to goods that did not conform to specifications or to services that were inadequate, HMG/N shall deposit any such funds received into the Special Project Account.

SECTION 7.08. Nonwaiver of Remedies. No delay in exercising or omitting to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of any of such right, power, or remedy.

SECTION 7.09. Implementation Letters. From time to time, for the information and guidance of both parties, A.I.D. will issue Implementation Letters that will identify the procedures and provide information applicable to the implementation of this Agreement.

ARTICLE VIII

Miscellaneous

SECTION 8.01. 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, cable or radiogram, and will be deemed duly given or sent when delivered to such party at the following addresses:

TO HMG/N: Dean
Tribhuvan University
Institute of Medicine
Lazimpat
Kathmandu, Nepal

TO AID: Director
Agency for International Development, Mission to Nepal
Rabi Bhawan
Kathmandu, Nepal

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

SECTION 8.02. Representatives. For all purposes relative to this Agreement, HMG/N will be represented by the individual holding or acting in the office of Dean, Institute of Medicine and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID each of whom, by written notice, may designate additional representatives. The names of the representatives of HMG/N, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized their signature on any instrument in implementation of this Agreement, until receipt of written notice of revocation of their authority.

IN WITNESS WHEREOF, His Majesty's Government of Nepal 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.

On Behalf Of His Majesty's Government Of Nepal
BY: B.B. Pradham [1]
TITLE: Secretary

On Behalf Of United States Of America
BY: William I. Cargo [2]
TITLE: Ambassador

[1] B. B. Pradham
Secretary
[2] William I. Cargo
Ambassador

ANNEX A

The physical facilities to be constructed for the Tribhuvan University Institute of Medicine at Bharatpur and Pokhara are expected to include but not be limited to the following:

1. Construct two academic complexes to consist of lecture halls, classrooms, laboratories, library, and teacher's studies - total area estimated to be approximately 16,000 square feet each.
2. Construct two Administrative complexes to consist of offices, conference rooms, and storage facilities - total area estimated to be approximately 3,400 square feet each.
3. Construct two hostels with dining, kitchen, common room, utility room, etc. to accomodate approximately 150 students for each hostel - total area estimated to be approximately 25,000 square feet each.
4. Construct approximately 32 staff housing units consisting of bedrooms, living rooms, kitchen, and bath. - total area estimated to be approximately 665 square feet each.
5. Construct or renovate six or more Integrated Demonstration Health Posts within the funds provided under the Agreement which shall consist of consulting rooms, treatment rooms, dispensary, toilet facilities with staff quarters consisting of bedrooms, living rooms, kitchen and bath. - total area estimated to be approximately 6,842 square feet each.

EGYPT

Commodity Import Program

Agreement signed at Cairo May 22, 1976;
Entered into force May 22, 1976.
And amending agreement
Signed at Cairo July 22, 1976;
Entered into force July 22, 1976.

A.I.D. Loan No. 263-K-030

LOAN AGREEMENT

BETWEEN

UNITED STATES OF AMERICA

AND THE

ARAB REPUBLIC OF EGYPT

Date: 22 May 1976

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Loan agreement dated the 22nd day of May 1976 between the UNITED STATES OF AMERICA, acting through the Agency for International Development ("A.I.D.") and the ARAB REPUBLIC OF EGYPT (the "Borrower").

ARTICLE I

The Loan

SECTION 1.01. The Loan. A.I.D. agrees to lend to the Borrower pursuant to the Foreign Assistance Act of 1961, as amended,[1] an amount not to exceed fifty million United States dollars ($50,000,000) (the "Loan") for the foreign exchange costs of commodities and commodity-related services, as such services are defined by A.I.D. Regulation 1, needed to assist the Borrower to increase its industrial and agricultural production. Commodities and commodity-related services authorized to be financed hereunder are hereinafter referred to as "Eligible Items," as hereinafter more fully described in Section 4.04. The aggregate amount of disbursements under the Loan is hereinafter referred to as "Principal."

ARTICLE II

Loan Terms

SECTION 2.01. Interest. The Borrower shall pay to A.I.D. interest which shall accrue at the rate of two percent (2%) per annum for ten 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 shall accrue from the date of each respective disbursement (as such date is defined in Section 5.03) and shall be computed on the basis of a 365-day year. Interest shall by payable semiannually. The first payment of interest shall 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 2.02. Repayment. The Borrower shall repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement hereunder in sixty-one (61) approximately equal semiannual installments of Principal and interest. The first installment of Principal shall be payable nine and one-half (9½) years after the date on which the first interest payment is due in accordance with Section 2.01. A.I.D. shall provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the loan.

SECTION 2.03. Application, Currency and Place of Payment. All payments of interest and Principal hereunder shall be made in United States dollars and shall be applied to the payment of interest due and

[1] 75 Stat. 424; 22 U.S.C. § 2151 note.

then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, all such payments shall be made to the Controller, Agency for International Development, Washington, D.C., U.S.A., and shall be deemed made when received by the Office of the Controller.

SECTION 2.04. Prepayment. Upon payment of all interest and refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Any such prepayment shall be applied to the installments of Principal in the inverse order of their maturity.

SECTION 2.05. Renegotiation of the Terms of the Loan. The Borrower agrees to negotiate with A.I.D., at such time or times as A.I.D. may request, an acceleration of the repayment of the Loan in the event that there is any significant improvement in the internal and external economic and financial position and prospects of the country of the Borrower.

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent to Initial Disbursement. Prior to any disbursement or to the issuance of any Letter of Commitment or other authorization of disbursement under the loan, the Borrower shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) an opinion or opinions of the Minister of Justice of the Arab Republic of Egypt that this Agreement has been duly authorized and/or ratified by and executed on behalf of the Borrower and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms.

(b) a statement of the names of the persons holding or acting in the office of the Borrower specified in Section 8.02 and a specimen signature of each person specified in such statement.

SECTION 3.02. Terminal Date for Meeting Conditions Precedent to Disbursement. If all the conditions specified in Section 3.01 shall not have been met within ninety (90) days after 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 giving written notice to the Borrower. In the event of a termination hereunder, upon the giving of notice the Borrower shall immediately repay the Principal then outstanding and shall pay any accrued interest and upon receipt of such payments in full, this Agreement and all obligations of the parties hereunder shall terminate.

SECTION 3.03. Notification of Meeting Conditions Precedent to Disbursement. A.I.D. shall notify the Borrower upon determination by A.I.D. that the conditions precedent to disbursement specified in Section 3.01 have been met.

ARTICLE IV

Procurement, Utilization, and Eligibility of Commodities

SECTION 4.01. A.I.D. Regulation 1. Except as A.I.D. may otherwise specify in writing, this Loan and the procurement and utilization of Eligible Items financed under it are subject to the terms and conditions of A.I.D. Regulation 1 as from time to time amended and in effect, which is incorporated and made a part hereof. If any provision of A.I.D. Regulation 1 is inconsistent with a provision of this Agreement, the provision of this Agreement shall govern.

SECTION 4.02. Source of Procurement. Except as A.I.D. may specify in Implementation Letters or Commodity Procurement Instructions, or as it may otherwise agree in writing, all Eligible Items shall have their source and origin in the United States of America.

SECTION 4.03. Date of Procurement. Except as A.I.D. may otherwise agree in writing, only those commodities licensed by the Borrower on or after the date that the first Letter of Commitment under this loan becomes operative, and services related to such commodities, shall be eligible for financing under this Loan.

SECTION 4.04. Eligible Items.

(a) The commodities eligible for financing under this Loan shall be those specified in the A.I.D. Commodity Eligibility Listing as set forth in the Implementation Letters and Commodity Procurement Instructions issued to Borrower. Commodity-related services as defined in A.I.D. Regulation 1 are eligible for financing under this Loan. Other items shall become eligible for financing only with the written agreement of A.I.D. A.I.D. may decline to finance any specific commodity or commodity-related service when in its judgment such financing would be inconsistent with the purposes of the Loan or of the Foreign Assistance Act of 1961, as amended.

(b) A.I.D. reserves the right in exceptional situations to delete commodity categories or items within commodity categories described by Schedule B codes on the Commodity Eligibility Listing. Such right will be exercised at a point in time no later than commodity prevalidation by A.I.D. (Form 11 approval) or, if no commodity prevalidation is required, no later than the date on which an irrevocable Letter of Credit is confirmed by a U.S. bank in favor of the supplier.

(c) If no prevalidation is required and payment is not by Letter of Credit, A.I.D. will exercise this right no later than the date on which it expends funds made available to the Borrower under this Agreement for the financing of the commodity. In any event, however, the Borrower will be notified through the A.I.D. Mission in its country of any decision by A.I.D. to exercise its right pursuant to a determination that financing the commodity would adversely affect A.I.D. or foreign-policy objectives of the United States or could jeopardize the safety or health of people in the importing country.

SECTION 4.05. Procurement for Public Sector. With respect to procurement hereunder by or for the Borrower, its departments and instrumentalities except public sector manufacturing undertakings:

(a) The provision of Section 201.22 of A.I.D. Regulation 1 regarding competitive bid procedures shall apply unless A.I.D. otherwise agrees in writing; and

(b) Borrower will undertake to assure that public sector end-users under this Loan establish adequate logistic management facilities and that adequate funds are available to pay banking charges, customs, duties and other commodity-related charges in connection with commodities imported by public sector end-users.

SECTION 4.06. Financing Physical Facilities. Except as A.I.D. may otherwise agree in writing, not more than $1,000,000 from the proceeds of this Loan shall be used for the purchase of commodities or commodity-related services for use in the construction, expansion, equipping, or alteration of any one physical facility or related physical facilities without prior A.I.D. approval, additional to the approvals required by A.I.D. Regulation 1. "Related physical facilities" shall mean those facilities which, taking into account such factors as functional interdependence, geographic proximity and ownership, constitute a single enterprise in the judgment of A.I.D.

SECTION 4.07. Utilization of Commodities.

(a) Borrower shall insure that commodities financed under this Agreement shall be effectively used for the purpose for which the assistance is made available. Such effective use shall include:

(i) The maintenance of accurate arrival and clearance records by customs authorities and the prompt processing of commodity imports through customs at ports of entry and removal from customs and/or customs-bonded warehouses of such commodities, the total time for which (from date commodities arrive at port of entry to date importer removes them from customs) shall not exceed ninety (90) calendar days unless the importer is hindered by force majeure or A.I.D. otherwise agrees in writing:

(ii) The consumption or use not later than one (1) year from the date the commodities arrive at the port of entry unless a longer period can be justified to the satisfaction of A.I.D. by reasons of force majeure or special market or other circumstances; and

(iii) The proper surveillance and supervision by Borrower to reduce breakage and pilferage in ports resulting from careless or deliberately improper cargo handling practices, as specified in detail in Implementation Letters.

(b) Borrower shall use its best efforts to prevent the use of commodities financed under this Agreement to promote or assist any project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in

effect at the time of such projected use except with the prior written consent of A.I.D.

SECTION 4.08. Motor Vehicles. Except as A.I.D. may otherwise agree in writing, none of the proceeds of this Loan may be used to finance the purchase, sale, long-term lease, exchange or guaranty of a sale of motor vehicles unless such motor vehicles are manufactured in the United States.

SECTION 4.09. Minimum Size of Transactions. Except where authorized by A.I.D. in writing, no foreign exchange allocation or Letter of Credit issued pursuant to this Agreement shall be in an amount less than ten thousand Dollars ($10,000). The minimum size of transaction restriction is not applicable for end-use importers.

SECTION 4.10. Procedures. A.I.D. will issue binding Implementation Letters and Commodity Procurement Instructions which will prescribe the procedures applicable in connection with the implementation of this Agreement.

ARTICLE V

Disbursements

SECTION 5.01. Disbursement for United States Dollar Costs—Letters of Commitment to United States Banks. Upon satisfaction of conditions precedent, the Borrower may, from time to time, request A.I.D. to issue Letters of Commitment for specified amounts to one or more United States banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to the Borrower or any designee of the Borrower, through the use of Letters of Credit or otherwise, for costs of Eligible Items procured in accordance with the terms and conditions of this Agreement. Payment by a bank to a contractor or supplier will be made by the bank upon presentation of such supporting documentation as A.I.D. may prescribe in Letters of Commitment and Implementation Letters. Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Borrower and may be financed under the Loan.

SECTION 5.02. Other Forms of Disbursement. Disbursements of the Loan may also be made through such other means and by such other procedures, as the Borrower and A.I.D. may agree to in writing.

SECTION 5.03. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur, in the case of disbursements pursuant to Section 5.01, on the date on which A.I.D. makes a disbursement to the Borrower, to its disignee, or to a banking institution pursuant to a Letter of Commitment.

SECTION 5.04. Terminal Date for Requests for Letters of Commitment. Except as A.I.D. may otherwise agree in writing, no Letter of Commitment shall be issued in response to a request received after twelve (12) months from the date A.I.D. notifies the Borrower that the conditions precedent specified in Section 3.01 have been met.

SECTION 5.05. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no disbursement of loan funds shall be made against documentation submitted after twenty-four (24) months from the date A.I.D. notifies the Borrower that the conditions precedent specified in Section 3.01 have been met.

SECTION 5.06. Documentation Requirements. A.I.D. Regulation 1 specifies in detail the documents required to substantiate disbursements under this Agreement by Letter of Commitment or other method of financing. The document number shown on the Letter of Commitment or other disbursing authorization document shall be the number reflected on all disbursement documents submitted to A.I.D. In addition to the above, Borrower shall maintain records adequate to establish that commodities financed hereunder have been utilized in accordance with Section 4.07 of this Agreement. Additional documents may also be required by A.I.D. with respect to specific commodities, as may be set forth in detail in Implementation Letters.

SECTION 5.07. Records. Borrower shall maintain or cause to be maintained in accordance with sound accounting principles and practices consistently applied such books and records relating to this Agreement as may be prescribed in Implementation Letters. Such books and records shall be made available to A.I.D. for such periods and at such times as A.I.D. may require, and shall be maintained for five years after the date of last disbursement by A.I.D. under this Agreement.

ARTICLE VI

General Covenants and Warranties

SECTION 6.01. Reports. Borrower shall furnish to A.I.D. such information and reports relating to the goods and services financed by this Loan and the performance of Borrower's obligations under this Agreement as A.I.D. may request.

SECTION 6.02. Disclosure of Material Facts and Circumstances. The Borrower represents and warrants that all facts and circumstances that it has disclosed or caused to be disclosed to A.I.D. in the course of obtaining the Loan are accurate and complete, and that it has disclosed to A.I.D., accurately and completely, all facts and circumstances that might materially affect the Loan and the discharge of its obligation under this Agreement. The Borrower shall promptly inform A.I.D. of any facts and circumstances that may hereafter arise that might materially affect, or that it is reasonable to believe might materially affect, this Loan, or the discharge of the Borrower's obligations under this Agreement.

SECTION 6.03. Taxation. This Agreement, the Loan, and any evidence of indebtedness issued in connection herewith shall be free from, and the Principal and interest shall be paid without deduction for and free from, any taxation or fees imposed under the laws in effect within the country of the Borrower.

SECTION 6.04. Omissions, Fees and Other Payments.

(a) Borrower warrants and covenants that in connection with obtaining the Loan, or taking any action under or with respect to this Agreement, it has not paid, and will not pay or agree to pay, nor to the best of its knowledge has there been paid nor will there be paid or agreed to be paid by any other person or entity, commissions, fees, or other payments of any kind, except as regular compensation to the Borrower's full-time officers and employees or as compensation for bona fide professional, technical or comparable services. The Borrower shall promptly report to A.I.D. any payment or agreement to pay for such bona fide professional, technical, or comparable services to which it is a party or of which it has knowledge (indicating whether such payment has been made or is to be made on a contingent basis), and if the amount of any such payment is deemed unreasonable by A.I.D., the same shall be adjusted in a manner satisfactory to A.I.D.

(b) The Borrower warrants and covenants that no payments have been or will be received by the Borrower, or any official of the Borrower, in connection with the procurement of goods and services financed hereunder, except fees, taxes, or similar payments legally established in the country of the Borrower.

ARTICLE VII

Cancellation and Suspension

SECTION 7.01. Cancellation and Suspension. The Borrower may, with the prior written consent of A.I.D., by written notice to A.I.D., cancel any part of the Loan (i) which, prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse, or (ii) which has not then been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit.

SECTION 7.02. Events of Default: Acceleration. If any one or more of the following events ("Events of Default") shall occur:

(a) The Borrower shall have failed to pay when due any interest or installment of Principal required under this Agreement;

(b) The Borrower shall have failed to comply with any other provision of this Agreement, including, but without limitation, the obligation to carry out the Program with due diligence and efficiency;

(c) The Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any other agreement between the Borrower or any of its agencies and A.I.D., or any of its predecessor agencies,

then A.I.D. may at its option, give to the Borrower notice that all or any part of the unrepaid Principal shall be due and payable sixty

(60) days thereafter, and, unless the Event of Default is cured within such sixty (60) days: (i) Such unrepaid Principal and any accrued interest hereunder shall be due and payable immediately, and (ii) the amount of any further disbursements made under then outstanding Irrevocable Letters of Credit or otherwise shall become due and payable as soon as made.

SECTION 7.03. Suspension of Disbursements, Transfer of Goods to A.I.D. In the event that at any time:

(a) An Event of Default has occurred;

(b) An event occurs which 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 obligation under this Agreement;

(c) Any disbursement would be in violation of the legislation governing A.I.D.; or

(d) The Borrower shall have failed to pay when due any interest or any installment of principal or any other payment required under any other loan agreement, any guaranty agreement, or any 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., in addition to remedies provided in A.I.D. Regulation 1, at its option, may (i) decline to issue further Letters of Commitment or other disbursing authorization, (ii) suspend or cancel outstanding Letters of Commitment or other disbursing authorizations to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit, or (iii) to the extent that A.I.D. has not made direct reimbursement to Borrower thereunder, giving notice to Borrower promptly thereafter, decline to make disbursements other than under Letters of Commitment; and (iv) at A.I.D.'s expense, direct that title to goods financed hereunder shall be transferred to A.I.D., if the goods are in a deliverable state and have not been offloaded in ports of entry of the Arab Republic of Egypt.

SECTION 7.04. Cancellation by A.I.D. Following any suspension of disbursements pursuant to Section 7.03, if the cause or causes for such suspension of disbursements shall not have been eliminated or corrected within sixty (60) days from the date of such suspension, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 7.05. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement or acceleration of repayment, the provisions of this Agreement shall continue in full force and effect (as to any funds disbursed under this Loan) until the repayment in full of all Principal and any accrued interest hereunder.

SECTION 7.06. Refunds. In addition to any refund otherwise required by A.I.D. pursuant to A.I.D. Regulation 1, in the case of

any disbursement not supported by valid documentation in accordance with the terms of this Agreement, or of any disbursement not made or used in accordance with the terms of this Agreement or is in violation of the laws governing A.I.D., A.I.D. may require the Borrower to refund such amount in United States dollars to A.I.D. within thirty (30) days after receipt of a request therefor. Refunds paid by Borrower to A.I.D. resulting from violations of the terms of this Agreement shall be considered as a reduction in the amount of A.I.D.'s obligation under the Agreement, reducing the amount available for future disbursement, and shall not be available for reuse under the Agreement.

SECTION 7.07. Expenses of Collection. All reasonable costs incurred by A.I.D., other than salaries of its staff, in connection with the collection of any refund or in connection with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 7.02 may be charged to the Borrower and reimbursed to A.I.D. in such manner as A.I.D. may specify.

SECTION 7.08. Nonwaiver of Remedies. No delay in exercising or omission to exercise any right, power or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of any of such rights, powers or remedies.

ARTICLE VIII

Miscellaneous

SECTION 8.01. Communications. Any notice, request, document, or other communication given, made, or sent by the Borrower or A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable, or radiogram and shall be deemed to have been duly given, made, or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegram, cable, or radiogram at the following addresses.

TO BORROWER:

Mail Address: Ministry of Economy and Economic Cooperation
8 Adly Street
Cairo, Egypt

Cable Address: 8 Adly Street
Cairo, Egypt

TO A.I.D.:

Mail Address: United States Agency for International Development
c/o U.S. Embassy
Cairo, Egypt

Cable Address: U.S. Embassy, Cairo

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Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications, and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 8.02. Representatives. For all purposes relative to this Agreement, the Borrower will be requested by the individual holding or acting in the office of Minister of Economy and Economic Cooperation, and A.I.D. will be represented by the individual holding or acting in the office of A.I.D. Representative, Cairo, Egypt. Such individuals shall have the authority to designate additional representatives by written notice. In the event of any replacement or other designation of a representative hereunder, Borrower shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice or revocation of the authority of any of the duly authorized representatives of the Borrower designated pursuant to this Section, it may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 8.03. Implementation Letters. A.I.D. shall from time to time issue Implementation Letters that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

SECTION 8.04. Promissory Notes. At such time or times as A.I.D. may request, the Borrower shall issue promissory notes or such other evidences of indebtedness with respect to the Loan, in such form, containing such terms and supported by such legal opinions as A.I.D. may reasonably request.

SECTION 8.05. Termination Upon Full Payment. Upon payment in full of the Principal and of any accured interest, this Agreement and all obligations of the Borrower and A.I.D. under this Loan Agreement shall terminate.

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

ARAB REPUBLIC OF EGYPT	UNITED STATES OF AMERICA
By: M. Z. SHAFEI	By: HERMANN FR. EILTS
Title: *Minister of Economy*	Title: *American Ambassador*

[AMENDING AGREEMENT]

A.I.D. Loan No. 263-K-030

FIRST AMENDMENT
TO
LOAN AGREEMENT
BETWEEN
UNITED STATES OF AMERICA
AND THE
ARAB REPUBLIC OF EGYPT
FOR
COMMODITY IMPORT PROGRAM

Date: JULY 22, 1976

TIAS 8577

Loan agreement amendment dated the 22nd day of July 1976 between the ARAB REPUBLIC OF EGYPT ("Borrower") and the UNITED STATES OF AMERICA, acting through the Agency for International Development ("A.I.D.").

SECTION 1. The Loan Agreement dated the 22nd day of May 1976 between the Borrower and A.I.D. for the Commodity Import Program is hereby amended as follows:

(a) Section 1.01 is amended by deleting "fifty million United States dollars ($50,000,000)" and substituting "one hundred fifty million United States dollars ($150,000,000)".

(b) Section 8.02 is amended by deleting "A.I.D. Representative," and substituting "Director, USAID,".

SECTION 2. Condition Precedent to Initial Disbursement Under First Amendment. Prior to any disbursement or to the issuance of any letter of Commitment or other authorization of disbursement under this First Amendment, the Borrower shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D. an opinion of the Minister of Justice of the ARAB REPUBLIC OF EGYPT that this First Amendment has been duly authorized and/or ratified by and executed on behalf of the Borrower and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms.

SECTION 3. This Loan Agreement Amendment shall enter into force when signed by both parties hereto.

SECTION 4. Except as specifically amended hereby, the Loan Agreement dated May 22, 1976 between the Borrower and A.I.D. shall remain in full force and effect.

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

ARAB REPUBLIC OF EGYPT	UNITED STATES OF AMERICA
By: M. Z. SHAFEI	By: HERMANN FR. EILTS
Name: Dr. Mohamed Zaki Shafei	Name: Hermann Fr. Eilts
Title: *Minister of Economy and Economic Cooperation*	Title: *American Ambassador*

TIAS 8577

EGYPT

Modernization and Improvement of the Mehalla El Kubra Facilities

Agreement signed at Cairo September 4, 1976;
Entered into force September 4, 1976.

A.I.D. Loan 263-K-03-033

LOAN AGREEMENT

AMONG

THE UNITED STATES OF AMERICA

THE ARAB REPUBLIC OF EGYPT

AND

MISR SPINNING AND WEAVING (MEHALLA EL KUBRA)

FOR

MODERNIZATION AND IMPROVEMENT OF THE MEHALLA EL KUBRA FACILITIES

DATED: Sept. 4, 1976

TIAS 8578

LOAN AGREEMENT dated the 4th day of Sept. 1976 among the ARAB REPUBLIC OF EGYPT ("Borrower"), the MISR SPINNING AND WEAVING COMPANY ("Company") and the UNITED STATES OF AMERICA acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.")

ARTICLE I

The Loan

SECTION 1.01. The Loan. A.I.D. agrees to lend to the Borrower pursuant to the Foreign Assistance Act of 1961, as amended,[1] an amount not to exceed Ninety-Six Million United States Dollars ($96,000,000) ("Loan") to assist the Borrower and the Company in financing the foreign exchange costs of goods and services required to carry out the Project referred to in Section 1.02 ("Project"). Goods and services authorized to be financed hereunder are hereinafter referred to as "Eligible Items". The aggregate amount of disbursements under the Loan is hereinafter referred to as "Principal".

SECTION 1.02. The Project. The Project shall consist of the purchase of equipment, materials and services necessary for the modernization and improvement of the Misr Spinning and Weaving Company facilities in Mehalla El Kubra, Egypt. The Project is more fully described in Annex 1, attached hereto, which Annex may be modified in writing by the parties designated in

[1] 75 Stat. 424, 22 U.S.C. § 2151 note.

Section 8.02 hereof The goods and services to be financed under the Loan shall be listed in the implementation letters referred to in Section 8.03 ("Implementation Letters")

ARTICLE II

Loan Terms

SECTION 2.01. Interest. The Borrower shall pay to A.I.D. interest which shall accrue at the rate of two percent (2%) per annum for ten 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 shall accrue from the date of each respective disbursement (as such date is defined in Section 6.03), and shall be computed on the basis of a 365-day year Interest shall be payable semi-annually The first payment of interest shall 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 2.02. Repayment. The Borrower shall repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement hereunder in sixty-one (61) approximately equal semi-annual installments of Principal and interest. The first installment of Principal shall be payable nine and one-half

(9 1/2) years after the date on which the first interest payment is due in accordance with Section 2.01. A.I.D. shall provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 2.03. Application, Currency, and Place of Payment. All payments of interest and Principal hereunder shall be made in United States dollars and shall 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, all such payments shall be made to the Controller, Agency for International Development, Washington, D.C., U.S.A., and shall be deemed made when received by the Office of the Controller.

SECTION 2.04. Prepayment. Upon payment of all interest and refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Any such prepayment shall be applied to the installments of Principal in the inverse order of their maturity.

SECTION 2.05. Renegotiation of the Terms of the Loan. The Borrower agrees to negotiate with A.I.D., at such time or times as A.I.D. may request, an acceleration of the repayment of the Loan in the event that there is any significant improvement in the internal and external economic and financial position and prospects of the country of the Borrower.

SECTION 2.06. Reloan by Borrower to Company In order to assist the Company in carrying out the Project, the Borrower shall relend to the Company the proceeds of the Loan under a reloan agreement ("Reloan Agreement") to be entered into between the Borrower and the Company under terms and conditions satisfactory to A.I.D. Such terms and conditions shall include, but not be limited to, repayment by the Company within fifteen (15) years, including a five year grace period, and an interest rate of ten percent (10%) per annum. Repayment shall be in Egyptian Pounds or such other currency as may be at the time of repayment lawful tender in the country of the Borrower.

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent to Initial Disbursement. Prior to the first disbursement or to the issuance of the first Letter of Commitment under the Loan, the Borrower shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D..

(a) An opinion of the Minister of Justice or of other counsel mutually agreed upon by both parties, that this Agreement and the corresponding Reloan Agreement have been duly authorized and/or ratified by, and executed on behalf of, the Borrower, and that they constitute valid and legally binding obligations of the Borrower

in accordance with all of their terms;

(b) An opinion of the Manager of the Legal Administration of the Company, or of other counsel acceptable to A.I.D., that this Agreement and the corresponding Reloan Agreement have been duly authorized and/or ratified by, and executed on behalf of the Company, and that they constitute valid and legally binding obligations of the Company in accordance with their terms;

(c) A statement of the names of the persons authorized to represent the Borrower and the Company as specified in Section 8.02, and a specimen signature of each person;

(d) Evidence that the Loan proceeds will be made available to the Company pursuant to Section 2.06;

(e) An executed contract for the services of a U.S. consulting firm for the preparation of a master plan for project execution;

(f) Such other documentation as A.I.D. may require within the period specified in Section 3.04.

SECTION 3.02. Condition Precedent to Disbursement for Specific Goods or Services. Prior to any disbursement or to the issuance of any Letter of Commitment under the Loan for any specific goods or services, the Borrower shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D. an executed contract for such goods or services acceptable to A.I.D. with a firm acceptable to A.I.D.

SECTION 3.03. Condition Precedent to Disbursement for Materials Handling Equipment. Prior to any disbursement or to the issuance of any Letter of Commitment under the Loan for materials handling equipment, the Borrower shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D. evidence that a Materials Handling Study has been completed by an independent consultant and the results of the Study, as approved by the Company, and that the Company intends to implement such results.

SECTION 3.04. Terminal Dates for Meeting Conditions Precedent to Disbursement.

If all of the conditions specified in Section 3.01 shall not have 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 terminate this Agreement by giving written notice to the Borrower. Upon the giving of such notice, this Agreement and all obligations of the parties hereunder shall terminate.

SECTION 3.05. Notification of Meeting of Conditions Precedent to Disbursement. A.I.D. shall notify the Borrower upon determination by A.I.D. that the conditions precedent to disbursement specified in Sections 3.01, 3.02 and 3.03 have been met. A.I.D. will make its best efforts to so notify the Borrower as promptly as possible.

ARTICLE IV

General Covenants and Warranties

SECTION 4.01. Execution of the Project.

(a) The Borrower and the Company shall carry out the Project with due diligence and efficiency, and in conformity with sound engineering, financial, and administrative practices.

(b) The Borrower and the Company shall cause the Project to be carried out in conformity with all of the plans, specifications, contracts, schedules and other arrangements, and with all modifications therein, approved by A.I.D. pursuant to this Agreement.

SECTION 4.02. Funds and Other Resources to be Provided by Borrower and Company. The Borrower and the Company shall provide promptly as needed all funds, in addition to the Loan, and all other resources required for the punctual and effective carrying out, maintenance, repair, and operation of the Project.

SECTION 4.03. Continuing Consultation. The Borrower, the Company and A.I.D. shall cooperate fully to assure that the purpose of the Loan will be accomplished. To this end, they shall from time to time, at the request of any party, exchange views through their representatives with regard to the progress of the Project, the performance by the Company of its obligations under this Agreement, the performance of the consultants, contractors, and suppliers engaged on the Project, and other matters relating to the Project.

SECTION 4.04. Financial Management. The Borrower and the Company agree:

(i) not to declare any dividend or make any other distribution with respect to the Company's paid-in capital or reserves (the sum of which capital and reserves is denominated "Shareholder's Rights") if such distribution would reduce the Shareholder's Rights below the sum of Egyptian Pounds Forty Million.

(ii) to maintain a ratio of current assets to current liabilities of at least 1.5:1 (60:40). For the purposes of this covenant, the following definitions shall apply:

"Current assets" shall mean the sum of unrestricted cash available for use in current operations, marketable securities (excluding securities, whether marketable or not, made for purposes of control, affiliation, or other continuing business advantage), receivables collectible in the normal course of business within one year, and inventories (excluding spare parts) valued at the lower of cost or market.

in the country of the Borrower, the Borrower shall pay or reimburse the same under Section 4.02 of this Agreement with funds other than those provided under the Loan.

SECTION 4.10. Utilization of Goods and Services.

(a) Goods and services financed under the Loan shall be used exclusively for the Project, except as A.I.D. may otherwise agree in writing. Upon completion of the Project, or at such other time as goods financed under the Loan can no longer usefully be employed for the Project, the Borrower may use or dispose of such goods in such manner as A.I.D. may agree to in writing prior to such use or disposition.

(b) Except as A.I.D. may otherwise agree in writing, no goods or services financed under the Loan shall be used to promote or assist any foreign aid project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such use.

SECTION 4.11. Disclosure of Material Facts and Circumstances. The Borrower represents and warrants that all facts and circumstances that it has disclosed or caused to be disclosed to A.I.D. in the course of obtaining the Loan are accurate and complete, and that it has disclosed to A.I.D., accurately and completely, all facts and circumstances that might materially affect the Project and the discharge of its obligations under this Agreement. The Borrower

shall promptly inform A.I.D. of any facts and circumstances that may hereafter arise that might materially affect, or that it is reasonable to believe might materially affect, the Project or the discharge of the Borrower's obligations under this Agreement.

SECTION 4.12. Technical Assistance. The Borrower and the Company agree to implement and acquire (1) technical assistance proposed for the Company pursuant to the Master Plan to be agreed upon by the Company and A.I.D. and within that contained in Part Two, Section VII M and Part Three, Section I of the Feasibility Study of the Rehabilitation and Expansion of the MISR Spinning and Weaving Company by Kurt Salmon Associates; and (2) such other technical assistance as may be agreed upon by the Company and A.I.D.

SECTION 4.13. Commissions, Fees, and Other Payments.

(a) Borrower warrants and covenants that in connection with obtaining the Loan, or taking any action under or with respect to this Agreement, it has not paid, and will not pay or agree to pay, nor to the best of its knowledge has there been paid nor will there be paid or agreed to be paid by any other person or entity, commissions fees, or other payments of any kind, except as regular compensation to the Borrower's full time officers and employees or as compensation for bona fide professional, technical, or comparable services. The Borrower shall promptly report to A.I.D. any payment or agreement to pay for such bona fide professional, technical, or comparable services to which it is a party or of which it has knowledge (indicating whether such payment has been made or is to be made or is to be made on a contingent basis), and if the amount of any such payment is deemed unreasonable by A.I.D., the same shall be adjusted in a manner satisfactory to A.I.D.

(b) The Borrower warrants and covenants that no payments have been or will be recieved by the Borrower, or any official of the Borrower, in connection with the procurement of goods and services financed hereunder, except fees, taxes, or similar payments legally established in the country of the Borrower

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SECTION 4.14. Maintenance and Audit of Records. The Borrower and the Company shall maintain, or cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating both to the Project and to this Agreement. Such books and records shall, without limitation, be adequate to show:

(a) the receipt and use made of goods and services acquired with funds disbursed pursuant to this Agreement;

(b) the nature and extent of solicitations of prospective suppliers of goods and services acquired;

(c) the basis of the award of contracts and orders to successful bidders; and

(d) the progress of the Project.

Such books and records shall be regularly audited, in accordance with sound auditing standards, for such period and at such intervals as A.I.D. may require, and shall be maintained for five years after the date of the last disbursement by A.I.D. or until all sums due A.I.D. under this Agreement have been paid, whichever date shall first occur

SECTION 4.15. Reports. The Borrower and the Company shall furnish to A.I.D. such information and reports relating to the Loan and to the Project as A.I.D. may request.

SECTION 4.16. Inspections. The authorized representatives of A.I.D. shall have the right at all reasonable times to inspect the Project, the utilization of all goods and services financed under the Loan, and the Borrower's and the Company's books, records, and other documents relating to the Project and the Loan. The Borrower and the Company shall cooperate with A.I.D. to facilitate such inspections and shall permit representatives of A.I.D. to visit any part of the country of the Borrower for any purpose relating to the Loan.

SECTION 4.17. Investment Guaranty Project Approval by Borrower The construction work to be financed under this Agreement is hereby stated to be a project approved by the Government of Egypt pursuant to the agreement between the Government of Egypt and the Government of the United States of America on the subject of investment guaranties, and no further approval by the Government of Egypt shall be required to permit the United States to issue investment guaranties under that agreement covering a contractor's investment in that project.

ARTICLE V

Procurement

SECTION 5.01 Procurement from Selected Free World Countries. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Section 6.01 shall be used exclusively to finance the

procurement for the Project of Eligible Items including ocean shipping and marine insurance having both their source and origin in the United States of America.

SECTION 5.02. Eligibility Date. Except as A.I.D. may otherwise agree in writing, no goods or services may be financed under the Loan which are procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement.

SECTION 5.03. Goods and Services Not Financed Under Loan. Goods and services procured for the Project, but not financed under the Loan, shall have their source and origin in countries included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time orders are placed for such goods and services.

SECTION 5.04. Implementation of Procurement Requirements. The definitions applicable to the eligibility requirements of Sections 5.01 and 5.03 will be set forth in detail in Implementation Letters.

SECTION 5.05. Plans, Specifications, and Contracts.

(a) Except as A.I.D. may otherwise agree in writing, the Borrower or the Company shall furnish to A.I.D. promptly upon preparation, all plans, specifications, schedules, bid documents, and contracts relating to the Project, and any modifications therein, whether or not the goods and services to which they relate are financed under the Loan.

(b) Except as A.I.D. may otherwise agree in writing, all of the plans, specifications, and schedules furnished pursuant to subsection (a) above shall be approved by A.I.D. in writing.

(c) All bid documents and documents related to the solicitation of proposals relating to goods and services financed under the Loan shall be approved by A.I.D. in writing prior to their issuance. All plans, specifications, and other documents relating to goods and services financed under the Loan shall be in terms of United States standards and measurements, except as A.I.D. may otherwise agree in writing.

(d) All contracts financed under the Loan shall be approved by A.I.D. in writing prior to their execution. A.I.D. shall also approve in writing the selection of the contractor and such contractor personnel as A.I.D. may specify Material modifications in any of such contracts and changes in any of such personnel shall also be approved by A.I.D. in writing prior to their becoming effective.

SECTION 5.06. Reasonable Price. No more than reasonable prices shall be paid for any goods or services financed, in whole or in part, under the Loan, as more fully described in Implementation Letters. Such items shall be procured on a fair and, except for professional services, on a competitive basis in accordance with procedures therefor prescribed in Implementation Letters.

SECTION 5.07 Shipping and Insurance.

(a) Goods financed under the Loan shall be transported to the

country of the Borrower only on flag carriers of a country included in Code 935 of the A.I.O. Geographic Code Book as in effect at the time of shipment.

(b) Unless A.I.O. shall determine that privately owned United States-flag commercial vessels are not available at fair and reasonable rate for such vessels, (i) at least fifty percent (50%) of the gross tonnage of all goods (computed separately for dry bulk carriers, dry cargo liners and tankers) financed under the Loan which may be transported on ocean vessels shall be transported on privately owned United States-flag commercial vessels, and (ii) at least fifty percent (50%) of the gross freight revenue generated by all shipments financed under the Loan and transported to Egypt on dry cargo liners shall be paid to or for the benefit of privately owned United States-flag commercial vessels. Compliance with the requirements of (i) and (ii) above must be achieved with respect to both cargo transported from U.S. ports and cargo transported from non-U.S. ports, computed separately.

(c) Marine insurance on United States goods may be financed under the Loan with disbursements made pursuant to Section 6.01, provided (i) such insurance is placed at the lowest available competitive rate, and (ii) claims thereunder are payable in the currency in which such goods were financed or in any freely convertible currency. If the government of the Borrower, by statute, decree, rule, regulation, or practice discriminates with respect to A.I.O.-financed procurement

country of the Borrower only on flag carriers of a country included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of shipment.

(b) Unless A.I.D. shall determine that privately owned United States-flag commercial vessels are not available at fair and reasonable rate for such vessels, (i) at least fifty percent (50%) of the gross tonnage of all goods (computed separately for dry bulk carriers, dry cargo liners and tankers) financed under the Loan which may be transported on ocean vessels shall be transported on privately owned United States-flag commercial vessels, and (ii) at least fifty percent (50%) of the gross freight revenue generated by all shipments financed under the Loan and transported to Egypt on dry cargo liners shall be paid to or for the benefit of privately owned United States-flag commercial vessels. Compliance with the requirements of (i) and (ii) above must be achieved with respect to both cargo transported from U.S. ports and cargo transported from non-U.S. ports, computed separately.

(c) Marine insurance on United States goods may be financed under the Loan with disbursements made pursuant to Section 6.01, provided (i) such insurance is placed at the lowest available competitive rate, and (ii) claims thereunder are payable in the currency in which such goods were financed or in any freely convertible currency. If the government of the Borrower, by statute, decree, rule, regulation, or practice discriminates with respect to A.I.D.-financed procurement

against any marine insurance company authorized to do business in any State of the United States, then all goods shipped to the cooperating country financed under the Loan shall be insured against marine risks and such insurance shall be placed in the United States with a company or companies authorized to do a marine insurance business in a State of the United States.

(d) The Borrower or the Company shall insure, or cause to be insured, all Selected Free World Goods financed under the Loan against risks incident to their transit to the point of their use in the Project. Such insurance shall be issued upon terms and conditions consistent with sound commercial practice and shall insure the full value of the goods. Any indemnification received by the Borrower or the Company under such insurance shall be used to replace or repair any material damage or any loss of the goods insured or shall be used to reimburse the Company for the replacement or repair of such goods. Any such replacements shall have their source and origin in the United States of America and shall be otherwise subject to the provisions of this Agreement.

SECTION 5.08. Notification to Potential Suppliers. In order that all United States firms shall have the opportunity to participate in furnishing goods and services to be financed under the Loan, the Company shall furnish to A.I.D. such information with regard thereto, and at such times, as A.I.D. may request in Implementation Letters.

SECTION 5.09. United States Government-owned Excess Property. The Borrower shall utilize, with respect to goods financed under the Loan to which the Borrower takes title at the time of procurement, such reconditioned United States Government-owned Excess Property as may be consistent with the requirements of the Project and as may be available within a reasonable period of time. The Borrower shall seek assistance from A.I.D. and A.I.D. will assist the Borrower in ascertaining the availability of and in obtaining such Excess Property. A.I.D. will make arrangements for any necessary inspection of such property by the Borrower or its representative. The costs (of inspection and) of acquisition, and all charges incident to the transfer to the Borrower of such Excess Property, may be financed under the Loan. Prior to the procurement of any goods, other than Excess Property, financed under the Loan and after having sought such A.I.D. assistance, the Borrower shall indicate to A.I.D. in writing, on the basis of information then available to it, either that such goods cannot be made available from reconditioned United States Government-owned Excess Property on a timely basis or that the goods that can be made available are not technically suitable for use in the Project.

SECTION 5.10. Information and Marking. Borrower and the Company shall give publicity to the Loan and the Project as a program of United States aid, identify the Project site, and mark goods financed under the Loan, as prescribed in Implementation Letters.

ARTICLE VI

Disbursements

SECTION 6.01. Disbursement for United States Dollar Costs - Letters of Commitment to United States Banks. Upon satisfaction of conditions precedent, the Borrower or the Company may, from time to time, request A.I.D. to issue Letters of Commitment for specified amounts to one or more United States 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, through the use of Letters of Credit or otherwise, for Dollar Costs of goods and services procured for the Project in accordance with the terms and conditions of this Agreement. Payment by a bank to a contractor or supplier will be made by the bank upon presentation of such supporting documentation as A.I.D. may prescribe in Letters of Commitment and Implementation Letters. Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Borrower or the Company and may be financed under the Loan.

SECTION 6.02. Other Forms of Disbursement. Disbursements of the Loan may also be made through such other means as the Borrower and A.I.D. may agree to in writing.

SECTION 6.03. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur, (a) in the case of disbursements pursuant to Section 6.01, on the date on which A.I.D. makes a disbursement to the Company, the Borrower, to their designee, or to a banking institution pursuant to a Letter of Commitment. In the event of a disbursement under Section 6.02 hereof, the date of disbursement shall be designated

in the documentation by which the parties agree to such disbursement, provided, in the absence of such designation, the date of disbursement shall be the date upon which A.I.D. makes payment with respect to goods or services or delivers property into the control of the Company, the Borrower, or their designee.

SECTION 6.04. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no Letter of Commitment, or other commitment documents which may be called for by another form of disbursement under Section 6.02, or amendment thereto shall be issued in response to requests received by A.I.D. after June 30, 1979, and no disbursement shall be made against documentation received by A.I.D. or any bank described in Section 6.01 after June 30, 1980.

ARTICLE VII

Cancellation and Suspension

SECTION 7.01. Cancellation by the Borrower The Borrower may, with the prior written consent of A.I.D., by written notice to A.I.D., cancel any part of the Loan (i) which, prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse, or (ii) which has not then been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit.

SECTION 7.02. Events of Default; Acceleration. If any one or more of the following events ("Events of Default") shall occur:

(a) The Borrower shall have failed to pay when due any interest or installment of Principal required under this Agreement;

(b) The Borrower or the Company shall have failed to comply with any other provision of this Agreement, including, but without limitation, the obligation to carry out the Project with due diligence and efficiency;

(c) The Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any other agreement between the Borrower or any of its agencies and A.I.D., or any of its predecessor agencies,

then A.I.D. may, at its option, give to the Borrower notice that all or any part of the unrepaid Principal shall be due and payable sixty (60) days thereafter, and, unless the Event of default is cured within such sixty (60) days:

(i) such unrepaid Principal and any accrued interest hereunder shall be due and payable immediately; and

(ii) the amount of any further disbursements made under then outstanding irrevocable Letters of Credit or otherwise shall become due and payable as soon as made.

SECTION 7.03. Suspension of Disbursement. In the event that at any time:

(a) An Event of Default has occurred;

(b) 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 or the Company will be able to perform its obligations under this Agreement;

(c) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D., or

(d) The Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any 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, at its option:

(i) suspend or cancel outstanding commitment documents to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit, in which event A.I.D. shall give notice to the Borrower promptly thereafter;

(ii) decline to make disbursements other than under outstanding commitment documents;

(iii) decline to issue additional commitment documents;

(iv) at A.I.D.'s expense, direct that title to goods financed under the Loan shall be transferred to A.I.D. if the goods are from a source outside the country of the Borrower, are in a deliverable state and have not been offloaded in ports of entry of the country of the Borrower. Any disbursement made or to be made under the Loan with respect to such transferred goods shall be deducted from Principal.

SECTION 7.04. Cancellation by A.I.D.. Following any suspension of disbursements pursuant to Section 7.03, if the cause or causes for such suspension of disbursements shall not have been eliminated or corrected within sixty (60) days from the date of such suspension, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 7.05. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement, or acceleration of repayment, the provisions of this Agreement shall continue in full force and effect until the payment in full of all Principal and any accrued interest hereunder

SECTION 7.06. Refunds.

(a) In the case of any disbursement not supported by valid documentation in accordance with the terms of this Agreement, or of any disbursement not made or used in accordance with the terms of this Agreement, A.I.D., notwithstanding the availability or exercise of any of the other remedies provided for under this Agreement, may require the Borrower to refund such amount in United States dollars to A.I.D. within thirty days after receipt of a request therefor Such amount shall be made available first for the cost of goods and services procured for the Project hereunder, to the extent justified; the remainder, if any, shall be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder. Notwithstanding any other provision in this Agreement, A.I.D.'s right to require a refund with respect to any disbursement under the Loan shall continue for five years following the date of such disbursement.

(b) In the event that A.I.D. receives a refund from any contractor, supplier, or banking institution, or from any other third party connected with the Loan, with respect to goods or services financed under the Loan, and such refund relates to an unreasonable price for goods or services, or to goods that did not conform to specifications, or to services that were inadequate, A.I.D. shall first make such refund available for the cost of goods and services procured for the Project hereunder, to the extent justified, the remainder to be applied to the

installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder.

SECTION 7.07. Expenses of Collection. All reasonable costs incurred by A.I.D., other than salaries of its staff, in connection with the collection of any refund or in connection with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 7.02 may be charged to the Borrower and reimbursed to A.I.D. in such manner as A.I.D. may specify

SECTION 7.08. Nonwaiver of Remedies. No delay in exercising or omission to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of any of such rights, powers, or remedies.

ARTICLE VIII

Miscellaneous

SECTION 8.01 Communications. Any notice, request, document, or other communication given, made, or sent by the Company, the Borrower or A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable, or radiogram and shall be deemed to have been duly given, made, or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegram, cable, or radiogram at the following addresses:

TO COMPANY:

Mail Address:	MISR Spinning & Weaving Company Mehalla El Kubra, Egypt
Cable Address:	Ghazl Mehalla El Kubra
Telex Address:	2040 Ghazl UN

TO BORROWER:

Mail Address:	Ministry of Economy and Economic Cooperation 8 Adly Street, Cairo, Egypt
Cable Address:	8 Adly Street Cairo, Egypt

TO A.I.D.:

Mail Address:	Director/USAID, c/o U.S. Embassy Cairo, Egypt
Cable Address:	U.S. Embassy, Cairo

Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications, and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 8.02. Representatives. For all purposes relative to this Agreement, the Borrower will be represented by the individual holding or acting in the office of Minister of Economy and Economic Cooperation, the Company will be represented by the individual holding or acting in the office of the Chairman and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, Cairo, Egypt. Such

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individuals shall have the authority to designate additional representatives by written notice. In the event of any replacement or other designation

of a representative hereunder, the Borrower and the Company shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Borrower or the Company designated pursuant to this Section, it may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 8.03. Implementation Letters. A.I.D. shall from time to time issue Implementation Letters that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

SECTION 8.04. Promissory Notes. At such time or times as A.I.D. may request, the Borrower shall issue promissory notes or such other evidences of indebtedness with respect to the Loan, in such form, containing such terms and supported by such legal opinions as A.I.D. may reasonable request.

SECTION 8.05. Termination Upon Full Payment. Upon payment in full of the Principal and of any accured interest, this Agreement and all obligations of the Borrower, the Company, and A.I.D. under this Loan Agreement shall terminate.

IN WITNESS WHEREOF, Borrower, the Company and the United States of America, each acting through its respective duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the day and year first above written.

ARAB REPUBLIC OF EGYPT

By: M Z. Shafei

Name: Dr. Mohamed Zaki Shafei

Title: Minister of Economy and Economic Cooperation

UNITED STATES OF AMERICA

By: Hermann Fr. Eilts

Name: Hermann Fr. Eilts

Title: Ambassador

COMPANY

By: M S. El Ghoroury

Name: Dr. Mohamed El Sayed El-Ghoroury

Title: Chairman

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ANNEX 1

Description of Project

The Project shall consist of the purchase of equipment, materials and services necessary to rehabilitate and expand the Misr Spinning and Weaving Company located at Mehalla El Kubra, Egypt (Mehalla). Rehabilitation of the plant is designed to improve the quality, quantity and efficiency of output. To accomplish the above, A.I.D. will provide foreign exchange to be used for the procurement of textile machinery and parts, power station machinery and parts, workshop machinery, miscellaneous equipment, training and technical assistance and consulting services of a U.S. firm. This modernization and expansion will. (a) increase machine efficiencies; (b) improve product quality; (c) increase Mehalla's capability to produce blended yarns and fabrics, ready-made garments and wider fabrics; and (d) ensure sustained and continuous low-cost power.

Specifically, the proposed investments are focused on 12 categories:

(a) New Cotton Yarn Spinning Mill

Objective: To create additional capacity for producing medium-count yarns and to spin cotton/polyester cotton blends.

(b) New Looms, Warpers and Slashers and Auxillary Equipment for Cotton Weaving.

Objective: to expand cotton weaving capacity

(c) Rehabilitation of Existing Equipment

Objective: To overhaul dated equipment to improve productivity and quality.

(d) New Twisting and Sewing Thread Equipment

Objective: To expand capacity and permit sewing thread manufacture for possible external sales.

(e) New Cotton Dyeing, Printing and Finishing Equipment

Objective: To increase capacity, to permit dyeing and finishing of a higher volume of cotton/polyester fabrics, permit expanded mercerizing, allow for wider sheet printing and improve overall quality levels.

(f) New Wool Mill Spinning Equipment

Objective: to expand capacity, replace obsolete equipment, improve quality and permit special finishes for fabrics.

(g) New Apparel Unit Plus Auxiliary Equipment

Objective: To increase labor productivity, improve quality and expand capacity.

(h) An Addition to Mehalla's Existing Power Plant Consisting of a 20-Megawatt Turbine Generator, a 150-ton Per Hour Boiler Plus Auxiliary Equipment

Objective: To provide additional power and steam capacity and update existing equipment.

(i) New Foundry, Heat Treatment Shop and Related Equipment

Objective: To improve quality of cast iron for making replacement parts.

(j) Overall Materials Handling System

Objective: To reduce labor requirements and costs, improve materials flow, and to reduce bottlenecks and downtime.

(k) New Firetrucks and Related Fire Detection Equipment

Objective: To improve fire detection and fire-fighting capability

(l) Technical Assistance

Objective: To provide Mehalla staff with training and assistance in modern textile management techniques and related topics.

DOMINICAN REPUBLIC

Agricultural Sector Loan

Agreement signed at Santo Domingo September 30, 1976;
Entered into force September 30, 1976.

A.I.D. Loan Number 517-T-029

LOAN AGREEMENT

Between

THE GOVERNMENT OF THE DOMINICAN REPUBLIC

and

THE UNITED STATES OF AMERICA

for

AGRICULTURE SECTOR LOAN II

Dated: September 30, 1976

ALLIANCE FOR PROGRESS

LOAN AGREEMENT

Dominican Republic - Agriculture Sector Loan II

A.I.D. Loan Number 517-T-029

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LOAN AGREEMENT dated September 30, 1976, between the GOVERNMENT OF THE DOMINICAN REPUBLIC ("Borrower") and the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE I

The Loan

SECTION 1.01. The Loan. A.I.D. agrees to lend to the Borrower in furtherance of the Alliance for Progress and pursuant to the Foreign Assistance Act of 1961, as amended, [1] an amount not to exceed fifteen million United States dollars ($15,000,000) ("Loan") to assist the Borrower in carrying out the Program referred to in Section 1.02 ("Program").

The Loan shall be used exclusively to finance United States dollar costs of goods and services required for the Program ("Dollar Costs") and local currency costs of goods and services required for the Program ("Local Currency Costs"). The aggregate amount of disbursements under the Loan is hereinafter referred to as "Principal."

SECTION 1.02. The Program. The Loan shall be used by the Borrower to assist in financing an Agricultural Sector Program designed to (1) strengthen the agricultural sector planning, coordination and evaluation capability of the Secretariat of State for Agriculture ("SEA") and increase the

[1] 75 Stat. 424; 22 U.S.C. § 2151 note.

supply of agricultural technicians; (2) establish an integrated small farm production support system to provide improved technological, production, educational, marketing, and credit resources and services; and (3) establish a viable and comprehensive rural development effort within SEA. The Loan funds shall be apportioned among the Program Elements and Sub-Elements as follows:

(1) Agriculture Sector Analysis and Planning Element - ($1,500,000)

(a) Economic Planning and Analysis - ($530,000)

(b) Data Collection and Evaluation - ($470,000)

(c) Professional Education - ($500,000)

(2) Small Farm Technology Development and Distribution Element - ($11,800,000)

(a) Production Technology Development and Distribution - ($5,360,000)

(b) Transfer and Utilization of Production Technology - ($1,050,000)

(c) Farm Services - ($5,390,000)

(3) Rural Socio-Economic Development Element - ($1,700,000)

(a) Rural Area Agent Program - ($0.00)

(b) Rural Infrastructure - ($1,700,000)

The Program is more fully described in Annex I, attached hereto, incorporated herein by reference, which Annex may be

modified in writing, consistent with the foregoing, by agreement of the representatives of Borrower and A.I.D. designated under Section 9.02 of this Agreement. The goods and services to be financed under the Loan shall be listed in the implementation letters referred to in Section 9.03 ("Implementation Letters").

SECTION 1.03. Executing and Implementing Agencies. The Borrower hereby designates SEA as the executing agency for purposes of carrying out the overall Program. SEA shall designate as implementing agencies the following: SEA, Agricultural Bank ("Ag Bank"), Caminos Vecinales, and/or such other agencies or institutions as the Borrower may deem appropriate for the faithful and efficient achievement of the purposes of the Loan ("Implementing Agencies"). These agencies shall carry out the various Elements, Sub-Elements, and Activities of the Program, as is more fully described in Annex I. Nothing provided herein shall be deemed to prohibit the Borrower from assigning an activity presently vested in a particular implementing agency pursuant to the provisions of Annex I to another implementing agency or suitable entity; provided, however, that such a transfer of activities shall have the prior written concurrence of A.I.D.

SECTION 1.04. Use of Funds Generated by Other United States Assistance. The Borrower shall use for the Program,

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in lieu of any United States dollars that would otherwise be disbursed under the Loan to finance the Local Currency Costs of the Program, any currencies other than United States dollars that may become available to the Borrower after the date of this Agreement in connection with assistance (other than the Loan) provided by the United States of America to the Borrower to the extent and for the purposes that A.I.D. and the Borrower may agree in writing. Any such funds used for the Program shall reduce the amount of the Loan, (to the extent that it shall not then have been disbursed) by an equivalent amount of United States dollars computed, as of the date of the agreement between A.I.D. and the Borrower as to the use of such funds, at the rate of exchange in effect on the date on which the local currency becomes available.

ARTICLE II

Loan Terms

SECTION 2.01. Interest. The Borrower shall pay to A.I.D. interest which shall accrue at the rate of two percent (2%) per annum for ten 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 shall accrue from the date of each respective disbursement (as such date is defined in Section 7.04), and shall be

computed on the basis of a 365-day year. Interest shall be payable semiannually. The first payment of interest shall 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 2.02. Repayment. The Borrower shall repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement hereunder in sixty-one (61) approximate equal semiannual installments of Principal and interest. The first installment of Principal shall be payable nine and one-half (9 1/2) years after the date on which the first interest payment is due in accordance with Section 2.01. A.I.D. shall provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 2.03. Application, Currency, and Place of Payment. All payments of interest and Principal hereunder shall be made in United States dollars and shall 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, all such payments shall be made to the Agency for International Development, Cashier (SER/CONT), Washington, D.C. 20523, United States of America and shall be deemed made when received.

SECTION 2.04. Prepayment. Upon payment of all interest and refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Any such prepayment shall be applied to the installments of Principal in the inverse order of their maturity.

SECTION 2.05. Renegotiation of the Terms of the Loan. In the light of the undertakings of the United States of America, and the other signatories of the Act of Bogota [1] and the Charter of Punta del Este [2] to forge an Alliance for Progress, the Borrower agrees to negotiate with A.I.D., at such time or times as A.I.D. may request, an acceleration of the Loan in the event that there is any significant improvement in the internal and external economic and financial position and prospects of the Dominican Republic, taking into consideration the relative capital requirements of the Dominican Republic and of the other signatories of the Act of Bogota and the Charter of Punta del Este.

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent to Initial Disbursement. Prior to the first disbursement or to the issuance of the first Letter of Commitment under the Loan, the Borrower shall furnish to A.I.D. in form and substance satisfactory to A.I.D.:

[1] *Department of State Bulletin*, Oct. 3, 1960, p. 537.
[2] *Department of State Bulletin*, Sept. 11, 1961, p. 462.

(a) An opinion of the Legal Advisor to the Borrower, or of other counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of the Borrower, and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms; and

(b) A statement of the names of the persons holding or acting in the office of the Borrower specified in Section 9.02 and a specimen signature of each person specified in such statement.

SECTION 3.02. Conditions Precedent to Disbursement for the Data Collection and Evaluation Sub-Element. Prior to any disbursement or to the issuance of any commitment document under the Loan for the purpose of financing the Data Collection and Evaluation Sub-Element, A.I.D. shall have received, in form and substance satisfactory to A.I.D., a time-phased plan setting forth the establishment and operation of the Data Bank and Documentation Center.

SECTION 3.03. Conditions Precedent to Disbursement for the Professional Education Sub-Element. Prior to any disbursement or to the issuance of any commitment document under the Loan, for the purpose of financing the Professional Education Sub-Element, A.I.D. shall have received, in form and substance satisfactory to A.I.D.:

(a) the guidelines to be used by SEA's Research Department and the University Coordination Committee in the approval and funding of university research proposals under the Research Grant Activity of this Sub-Element; and

(b) a plan setting forth collaborative arrangements between SEA's Vocational Training Program and the Professional Educational Program.

SECTION 3.04. Conditions Precedent to Disbursement for Certain Activities of the Production Technology Development and Distribution Sub-Element.

(a) Prior to any disbursement or to the issuance of any commitment document under the Loan for the purpose of financing the Production Program Coordination Activity of the Production Technology Development and Distribution Sub-Element, A.I.D. shall have received, in form and substance satisfactory to A.I.D., a plan setting forth the strengthening, reorganization or establishment and the operation of:

(1) a Production Department within the Subsecretariat for Research and Extension of SEA or such other Subsecretariat of SEA as may be appropriate; and

(2) multidisciplinary committees for the various crops selected for emphasis under the Program.

(b) Prior to any disbursement or to the issuance of any commitment document under the Loan for the purpose of financing the Adaptive Research Activity of the Production Technology Development and Distribution Sub-Element, A.I.D. shall have received, in form and substance satisfactory to A.I.D., a plan setting forth the establishment of a corps of crop and commodity specialists.

(c) Prior to any disbursement or to the issuance of any commitment document under the Loan for the purpose of financing the Seed/ Plant Materials Multiplication and Distribution Activity of the Production Technology Development and Distribution Sub-Element, A.I.D. shall have received, in form and substance satisfactory to A.I.D., a Resolution from SEA setting forth the establishment and operation of the Seed Revolving Fund to include the activities to be carried out by the Seed and the Supervised Credit Departments, respectively.

(d) Prior to any disbursement or to the issuance of any commitment document under the Loan for the purpose of financing the Food Production Packages Activity of the Production Technology Development and Distribution Sub-Element, A.I.D. shall have received, in form and substance satisfactory to A.I.D., a complete work plan for the implementation of this activity, including administrative and financial

arrangements with respect to the distribution of such packages; criteria for selection of recipients; geographic areas to be served; and arrangements, if any, with private producers.

SECTION 3.05. Condition Precedent to Disbursement for the Rural Services Centers Activity. Prior to any disbursement or to the issuance of any commitment document under the Loan for the purpose of financing the Rural Services Centers Activity of the Farm Services Sub-Element, A.I.D. shall have received, in form and substance satisfactory to A.I.D., an implementation plan, including administrative and financial arrangements, organizational structure, criteria for site selection and criteria to be used in the selection of participating entities.

SECTION 3.06. Conditions Precedent to Disbursement for the Rural Infrastructure Sub-Element. Prior to any disbursement or to the issuance of any commitment document under the Loan for the purpose of financing the Rural Infrastructure Sub-Element, A.I.D. shall have received, in form and substance satisfactory to A.I.D., a detailed implementation plan setting forth:

(a) the criteria to be used:

(1) for selecting the communities to receive assistance; and

(2) for selecting and approving the various categories of projects to be undertaken;

(b) disbursement procedures; and

(c) reporting requirements.

SECTION 3.07. Condition Precedent to Subsequent Disbursement. Prior to any disbursement or to the issuance of any commitment document under the Loan for the purpose of financing more than $2,390,000 of the Farm Services Sub-Element, A.I.D. shall have received, in form and substance satisfactory to A.I.D., evidence that Borrower has reviewed and evaluated the lending practices and policies of the Ag Bank.

SECTION 3.08. Terminal Dates for Meeting Conditions Precedent to Disbursement.

(a) If all of the conditions specified in Section 3.01 shall not have been met within 120 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 giving written notice to the Borrower. Upon the giving of such notice, this Agreement and all obligations of the parties hereunder shall terminate.

(b) If all of the conditions specified in Sections 3.02 through 3.06 shall not have been met within 180 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 amount of the

Loan designated for use in the Loan Sub-Element (or Activity) or Sub-Elements (or Activities) for which conditions precedent were not met, or may terminate this Agreement by giving written notice to the Borrower. In the event of a termination of the Agreement, upon the giving of notice, the Borrower shall immediately repay the Principal then outstanding and shall pay any accrued interest and, upon receipt of such payments in full, this Agreement and all obligations of the parties hereunder shall terminate.

SECTION 3.09. Notification of Meeting of Conditions Precedent to Disbursement. A.I.D. shall notify the Borrower, upon determination by A.I.D., that the conditions precedent to disbursement specified in Sections 3.01 through 3.07 have been met.

ARTICLE IV

General Covenants and Warranties

SECTION 4.01. Execution of the Program.

(a) The Borrower shall carry out the Program with due diligence and efficiency, and in conformity with sound engineering, construction, financial, administrative, planning and management practices. In this connection, the Borrower shall at all times employ suitably qualified and experienced consultants and other personnel for the Program.

(b) The Borrower shall cause the Program to be carried out in conformity with all of the plans, documents, specifications, contracts, schedules, statements and other arrangements,

and with all modifications therein, approved by A.I.D. pursuant to this Agreement.

SECTION 4.02. Continuing Consultation. The Borrower and A.I.D. shall cooperate fully to assure that the purpose of the Loan will be accomplished. To this end, the Borrower and A.I.D. shall from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Program, the performance by the Borrower and the Implementing Agencies of their obligations under this Agreement, the performance of the consultations, contractors and suppliers engaged in the Program, and other matters relating to the Program.

SECTION 4.03. Management. The Borrower shall provide qualified and experienced management acceptable to A.I.D., for the Program, and it shall train such staff as may be appropriate for the maintenance and operation of the Program.

SECTION 4.04. Operation and Maintenance. The Borrower shall operate, maintain and repair the facilities constructed in conformity with sound engineering, financial and administrative practices and in such manner as to insure the continuing and successful achievement of the purposes of the Program.

SECTION 4.05. Taxation. This Agreement, the Loan, and any evidences of indebtedness issued in connection herewith shall be free from, and the Principal and interest shall be

paid without deduction for and free from, any taxation or fees imposed under the laws in effect within the Dominican Republic. Ratification of this Agreement by the Congress of the Dominican Republic shall constitute Congressional approval and authorization for the inclusion of such exemptions in such contracts to be financed hereunder, and no further Congressional approval or authorization for such contracts by reason of the inclusion of such exemptions shall be required. Nonetheless, and to the extent that (a) any contractor, including any consulting firm, any personnel of such contractor financed hereunder with funds made available under the Program and any property or transactions relating to such contracts, and (b) any commodity procurement transaction financed hereunder with funds made available under the Program, are not exempt from identifiable taxes, tariffs, duties, and other levies imposed under laws in effect in the country of the Borrower, the Borrower shall, as and to the extent prescribed in and pursuant to Implementation Letters, pay or reimburse the same under Section 5.01 of this Agreement with funds other than those provided under the Loan.

SECTION 4.06. Utilization of Goods and Services.

(a) Goods and services financed under the Loan shall be used exclusively for the Program, except as A.I.D. may

otherwise agree in writing. Upon completion of the Program, or at such other time as goods financed under the Loan can no longer usefully be employed for the Program, the Borrower may use or dispose of such goods in such manner as A.I.D. may agree to in writing prior to such use or disposition.

(b) Except as A.I.D. may otherwise agree in writing, no goods or services financed under the Loan shall be used to promote or assist any foreign aid project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such use.

SECTION 4.07. Disclosure of Material Facts and Circumstances. Borrower represents and warrants that all facts and circumstances that it has disclosed or caused to be disclosed to A.I.D. in the course of obtaining the Loan are accurate and complete, and that it has disclosed or caused to be disclosed to A.I.D., accurately and completely all facts and circumstances that might materially affect the Program and the discharge of its obligations under this Agreement. The Borrower shall promptly inform A.I.D. of any facts and circumstances that may hereafter arise that might materially affect, or that it is reasonable to believe might materially affect, the Program or the discharge of the Borrower's obligations under this Agreement.

SECTION 4.08. Commissions, Fees, and Other Payments.

(a) Borrower warrants and covenants that in connection with obtaining the Loan, or taking any action under or with respect to this Agreement, it has not paid, and will not pay or agree to pay, nor to the best of its knowledge has there been paid nor will there be paid or agreed to be paid by any other person or entity, commissions, fees, or other payments of any kind, except as regular compensation to the Borrower's full-time officers and employees or as compensation for bona fide professional, technical, or comparable services. The Borrower shall promptly report to A.I.D. any payment or agreement to pay for such bona fide professional, technical, or comparable services to which it is a party or of which it has knowledge (indicating whether such payment has been made or is to be made on a contingent basis), and if the amount of any such payment is deemed unreasonable by A.I.D., the same shall be adjusted in a manner satisfactory to A.I.D.

(b) The Borrower warrants and covenants that no payments have been or will be received by the Borrower, or any official of the Borrower, in connection with the procurement of goods and services financed hereunder, except fees, taxes, or similar payments legally established in the country of the Borrower.

SECTION 4.09. Maintenance and Audit of Records. The Borrower shall maintain, or cause to be maintained, by the Implementing Agencies, in accordance with sound accounting principles and practices consistently applied, books and records relating both to the Program and to this Agreement. Such books and records shall, without limitation, be adequate to show:

(a) Disbursement of Borrower's and A.I.D.'s contribution to the Special Segregated Program Account ("SSPA") to be established as set forth in the Implementation Letters;

(b) Disbursements made from the SSPA to SEA and the other Implementing Agencies;

(c) The receipt and use made by SEA and the Implementing Agencies of funds disbursed pursuant to this Agreement;

(d) The nature and extent of solicitations of prospective suppliers of goods and services acquired;

(e) The basis of the award of contracts and orders to successful bidders; and

(f) The progress of the Program.

Such books and records shall be regularly audited, in accordance with sound auditing standards, for such period and at such intervals as A.I.D. may require, and shall be

maintained for five years after the date of the last disbursement by A.I.D. or until all sums due A.I.D. under this Agreement have been paid, whichever date shall first occur.

SECTION 4.10. Reports. The Borrower shall furnish or cause to be furnished to A.I.D. such information and reports relating to the Loan and to the Program as A.I.D. may request.

SECTION 4.11. Inspections. The authorized representatives of A.I.D. shall have the right at all reasonable times to inspect the Program, the utilization of all goods, facilities, and services financed under the Loan or by the Borrower's contribution, and the books, records, and other documents of the Borrower and of the Implementing Agencies relating to the Program and the Loan. The Borrower shall cooperate with A.I.D. to facilitate such inspections and shall permit representatives of A.I.D. to visit any part of the country of the Borrower for any purpose relating to the Loan.

ARTICLE V

Special Covenants and Warranties

SECTION 5.01. Borrower's Contribution to the Program. The Borrower shall contribute in a manner satisfactory to A.I.D. not less than the equivalent in Dominican Republic currency of $15,000,000 or such an amount as may be acceptable to A.I.D., and all other resources required for the punctual and effective carrying out of the Program.

ARTICLE VI

Procurement

SECTION 6.01. Procurement from Selected Free World Countries. Except as A.I.D. may otherwise agree in writing, and except as provided in subsection 6.08(c) with respect to marine insurance, disbursements made pursuant to Section 7.01 shall be used exclusively to finance the procurement for the Program of goods and services having their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts are entered into for such goods and services ("Selected Free World Goods and Services"). All ocean shipping financed under the Loan shall have both its source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time of shipment.

SECTION 6.02. Procurement from the Dominican Republic. Disbursement made pursuant to Section 7.02 shall be used exlusively to finance the procurement for the Program of goods and services having both their source and origin in the Dominican Republic.

SECTION 6.03. Eligibility Date. Except as A.I.D. may otherwise agree in writing, no goods or services may be financed under the Loan which are procured pursuant to

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orders or contracts firmly placed or entered into prior to the date of this Agreement.

SECTION 6.04. Goods and Services Not Financed under Loan. Goods and services procured for the Program, but not financed under the Loan, shall have their source and origin in countries included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time orders are placed for such goods and services.

SECTION 6.05. Implementation of Procurement Requirements. The definitions applicable to the eligibility requirements of Section 6.01, 6.02 and 6.04 will be set forth in detail in Implementation Letters.

SECTION 6.06. Plans, Specifications, and Contracts.

(a) Except as A.I.D. may otherwise agree in writing, the Borrower shall furnish to A.I.D. promptly upon preparation, all plans, specifications, construction schedules, bid documents, and contracts relating to the Program, and any modifications therein, whether or not the goods and services to which they relate are financed under the Loan.

(b) Except as A.I.D. may otherwise agree in writing, all of the plans, specifications and construction schedules furnished pursuant to subsection (a) above shall be approved by A.I.D. in writing.

(c) All bid documents and documents related to the solicitation of proposals relating to goods and services financed under the Loan shall be approved by A.I.D. in writing prior to their issuance. All plans, specifications and other documents relating to goods and services financed under the Loan shall be in terms of United States standards and measurements, except as A.I.D. may otherwise agree in writing.

(d) The following contracts financed under the Loan shall be approved by A.I.D. in writing prior to their execution:

(1) Contracts for engineering and other professional services;

(2) contracts for construction services;

(3) contracts for such other services as A.I.D. may specify; and

(4) contracts for such equipment and materials as A.I.D. may specify.

In the case of the above contracts for services, A.I.D. shall also approve in writing the contractor and such contractor personnel as A.I.D. may specify. Material modifications in any of such contracts and changes in any of such personnel shall also be approved by A.I.D. in writing prior to their becoming effective.

(e) Consulting firms used by the Borrower for the Program but not financed under the Loan, the scope of their services and such of their personnel assigned to the Program as A.I.D. may specify, and construction contractors used by the Borrower for the Program but not financed under the Loan shall be acceptable to A.I.D.

SECTION 6.07 Reasonable Price. No more than reasonable prices shall be paid for any goods or services financed, in whole or in part, under the Loan, as more fully described in Implementation Letters. Such items shall be procured on a fair and, except for professional services, on a competitive basis in accordance with procedures therefor prescribed in Implementation Letters.

SECTION 6.08. Shipping and Insurance.

(a) Selected Free World Goods financed under the Loan shall be transported to the country of the Borrower on flag carriers of any country included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of shipment.

(b) Unless A.I.D. shall determine that privately-owned United States-flag commercial vessels are not available at fair and reasonable rates for such vessels:

(1) At least fifty percent (50%) of the gross tonnage of Selected Free World Goods financed under the Loan and transported on ocean

vessels from United States ports (computed separately for dry bulk carriers, dry cargo liners and tankers) shall be transported on privately-owned United States-flag commercial vessels and at least fifty percent (50%) of the gross freight revenue generated by ocean shipments of Selected Free World Goods financed under the Loan and transported on dry cargo liners from the United States ports shall be paid to or for the benefit of privately-owned United States-flag commercial vessels; and

(2) at least fifty percent (50%) of the gross tonnage of all Selected Free World Goods financed under the Loan and transported on ocean vessels from non-United States ports (computed separately for dry bulk carriers, dry cargo liners and tankers) shall be transported on privately-owned United States-flag commercial vessels; and at least fifty percent (50%) of the gross freight revenue generated by ocean shipments of Selected Free World Goods financed under the Loan and transported on dry cargo liners from non-United States ports shall be

paid to or for the benefit of privately-owned United States-flag commercial vessels.

(c) Marine insurance on Selected Free World Goods may be financed under the Loan with disbursements made pursuant to Section 7.01, provided (i) such insurance is placed at the lowest available competitive rate in the Dominican Republic or in a country included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time of placement, and (ii) claims thereunder are payable in freely convertible currency If in connection with the placement of marine insurance on shipments financed under United States legislation authorizing assistance to other nations, the country of the Borrower, by statute, decree, rule or regulation, favors any marine insurance company of any country over any marine insurance company authorized to do business in any state of the United States of America, Selected Free World Goods, financed under the Loan shall during the continuance of such discrimination be insured against marine risk in the United States of America with a company or companies authorized to do a marine insurance business in any state of the United States of America.

(d) The Borrower shall insure, or cause to be insured, all Selected Free World Goods financed under the Loan against

risk incident to their transit to the point of their use in the Program. Such insurance shall be issued upon terms and conditions consistent with sound commercial practice, shall insure the full value of the goods, and shall be payable in the currency in which such goods were financed or in any freely convertible currency. Any indemnification received by the Borrower under such insurance shall be used to replace or repair any material damage or any loss of the goods insured or shall be used to reimburse the Borrower for the replacement or repair of such goods. Any such replacements shall have their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts are entered into for such replacements, and shall be otherwise subject to the provision of this Agreement.

SECTION 6.09. Notification to Potential Suppliers. In order that all United States firms shall have the opportunity to participate in furnishing goods and services to be financed under the Loan, the Borrower shall furnish to A.I.D. such information with regard thereto, and at such times, as A.I.D. may request in Implementation Letters.

SECTION 6.10. United States Government-Owned Excess Property. The Borrower shall utilize, with respect to goods financed under the Loan to which the Borrower takes title at the time of procurement, such reconditioned United States

Government-Owned Excess Property as may be consistent with the requirements of the Program and as may be available within a reasonable period of time. The Borrower shall seek assistance from A.I.D., and A.I.D. will assist the Borrower in ascertaining the availability of and in obtaining such Excess Property. A.I.D. will make arrangements for any necessary inspection of such property by the Borrower or its representative. The costs of inspection and of acquisition, and all charges incident to the transfer to the Borrower of such Excess Property, may be financed under the Loan. Prior to the procurement of any goods, other than Excess Property, financed under the Loan and after having sought such A.I.D. assistance, the Borrower shall indicate to A.I.D. in writing, on the basis of information then available to it, either that such goods cannot be made available from reconditioned United States Government-Owned Excess Property on a timely basis or that the goods that can be made available are not technically suitable for use in the Program.

SECTION 6.11. Information and Marking. Borrower shall give publicity to the Loan and the Program as a program of United States aid in furtherance of the Alliance for Progress, identify the Program sites, and mark goods financed under the Loan, as prescribed in Implementation Letters.

ARTICLE VII

Disbursements

SECTION 7.01. Disbursement for United States Dollar Costs - Letters of Commitment to United States Banks. Upon satisfaction of conditions precedent, the Borrower may, from time to time, request A.I.D. to issue Letters of Commitment for specified amounts to one or more United States 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, through the use of Letters of Credit or otherwise, for Dollar Costs of goods and services procured for the Program in accordance with the terms and conditions of this Agreement. Payment by a bank to a contractor or supplier will be made by the bank upon presentation of such supporting documentation as A.I.D. may prescribe in Letters of Commitment and Implementation Letters. Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Borrower and may be financed under the Loan.

SECTION 7.02. Disbursement for Local Currency Costs. Upon satisfaction of conditions precedent, the Borrower may, from time to time, request disbursement by A.I.D. of local currency for Local Currency Costs of goods and services procured for the Program in accordance with the terms and

conditions of this Agreement by submitting to A.I.D. such supporting documentation as A.I.D. may prescribe in Implementation Letters. A.I.D. shall make such disbursements from local currency of the country of the Borrower owned by the United States Government and obtained by A.I.D. with United States dollars. The United States dollar equivalent of the local currency made available hereunder will be the amount of United States dollars required by A.I.D. to obtain the currency of the country of the Borrower

SECTION 7 03. Other Forms of Disbursement. Disbursements of the Loan may also be made through such other means as the Borrower and A.I.D. may agree to in writing.

SECTION 7.04. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur (a) in the case of disbursements pursuant to Section 7.01, on the date on which A.I.D. makes a disbursement to the Borrower, to its designee, or to a banking institution pursuant to a Letter of Commitment and (b) in the case of disbursements pursuant to Section 7 02, on the date on which A.I.D. disburses the local currency to the Borrower or its designee.

SECTION 7.05. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no Letter of Commitment, or other commitment documents which may be called for by another form of disbursement under Section 7.03, or amendment thereto shall be issued in response to

requests received by A.I.D. after two years and six months next succeeding the date on which conditions precedent to initial disbursement are met; and no disbursement shall be made against documentation received by A.I.D. or any bank described in Section 7.01 after three years next succeeding the date on which conditions precedent to initial disbursement are met ("Terminal Date"). A.I.D., at its option, may at any time or times after the Terminal Date, reduce the Loan by all or any part thereof for which documentation was not received by such date.

ARTICLE VIII

Cancellation and Suspension

SECTION 8.01. Cancellation by the Borrower. The Borrower may, with the prior written consent of A.I.D., by written notice to A.I.D., cancel any part of the Loan (i) which, prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse, or (ii) which has not then been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit.

SECTION 8.02. Events of Default; Acceleration. If any one or more of the following events ("Events of Default") shall occur:

(a) The Borrower shall have failed to pay when due any interest or installment of Principal required under this Agreement;

(b) The Borrower shall have failed to comply with any other provision of this Agreement, including, but without limitation, the obligation to carry out the Program with due diligence and efficiency;

(c) The Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement or any other agreement between the Borrower or any of its agencies and A.I.D., or any of its predecessor agencies,

then A.I.D. may, at its option, give to the Borrower notice that all or any part of the unrepaid Principal shall be due and payable sixty (60) days thereafter, and, unless the Event of Default is cured within such sixty (60) days:

(1) Such unrepaid Principal and any accrued interest hereunder shall be due and payable immediately; and

(2) the amount of any further disbursements made under then outstanding irrevocable Letters of Credit or otherwise shall become due and payable as soon as made.

SECTION 8.03. Suspension of Disbursement. In the event that at any time:

(a) An Event of Default has occurred;

(b) 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

(c) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.,

(d) The Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any 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, at its option:

(1) Suspend or cancel outstanding commitment documents to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit, in which event A.I.D. shall give notice to the Borrower promptly thereafter;

(2) decline to make disbursements other than under outstanding commitment documents;

(3) decline to issue additional commitment documents;

(4) at A.I.D.'s expense, direct that title to goods financed under the Loan shall be transferred to A.I.D. if the goods are from a source outside the country of the Borrower, are in a deliverable state and have not been offloaded in ports of entry of the country of the Borrower Any disbursement made or to be made under the Loan with respect to such transferred goods shall be deducted from Principal.

SECTION 8.04. Cancellation by A.I.D. Following any suspension of disbursements pursuant to Section 8.03, if the cause or causes for such suspension of disbursements shall not have been eliminated or corrected within sixty (60) days from the date of such suspension, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 8.05. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement,

or acceleration of repayment, the provisions of this Agreement shall continue in full force and effect until the payment in full of all Principal and any accrued interest hereunder.

SECTION 8.06. Refunds.

(a) In the case of any disbursement not supported by valid documentation in accordance with the terms of this Agreement, or of any disbursement not made or used in accordance with the terms of this Agreement, A.I.D. notwithstanding the availability or exercise of any of the other remedies provided for under this Agreement, may require the Borrower to refund such amount in United States dollars to A.I.D. within thirty days after receipt of a request therefor. Such amount shall be made available first for the cost of goods and services procured for the Program hereunder, to the extent justified; the remainder, if any, shall be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder. Notwithstanding any other provision in this Agreement, A.I.D.'s right to require a refund with respect to any disbursement under the Loan shall continue for five years following the date of such disbursement.

(b) In the event that A.I.D. receives a refund from any contractor, supplier, or banking institution, or from

any other third party connected with the Loan, with respect to goods or services financed under the Loan, and such refund relates to an unreasonable price for goods or services, or to goods that did not conform to specifications, or to services that were inadequate, A.I.D. shall first make such refund available for the cost of goods and services procured for the Program hereunder, to the extent justified, the remainder to be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder

SECTION 8.07. Expenses of Collection. All reasonable costs incurred by A.I.D., other than salaries of its staff, in connection with the collection of any refund or in connection with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 8.02 may be charged to the Borrower and reimbursed to A.I.D. in such manner as A.I.D. may specify.

SECTION 8.08. Nonwaiver of Remedies. No delay in exercising or omission to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of any such rights, powers or remedies.

ARTICLE IX

Miscellaneous

SECTION 9.01. Communications. Any notice, request, document, or other communication given, made, or sent by the Borrower or A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable, or radiogram and shall be deemed to have been duly given, made or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegrams, cable, or radiogram at the following addresses:

TO BORROWER:

Mail Address: Secretaría de Estado de Agricultura
Centro de los Héroes
Santo Domingo, Dominican Republic

Cable Address: Secretaría de Agricultura
Santo Domingo, Dominican Republic

TO A.I.D.

Mail Address: USAID Mission to the Dominican Republic
Santo Domingo, Dominican Republic

Cable Address: USAID Santo Domingo

Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications, and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 9.02. Representatives. For all purposes relative to this Agreement, the Borrower will be represented by the

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individual holding or acting in the office of Secretary of State for Agriculture and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID Mission to the Dominican Republic. Such individuals shall have the authority to designate additional representatives by written notice. In the event of any replacement or other designation of a representative hereunder, Borrower shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Borrower designated pursuant to this Section, it may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 9.03. Implementation Letters. A.I.D. shall from time to time issue Implementation Letters that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

SECTION 9.04 Promissory Notes. At such time or times as A.I.D. may request, the Borrower shall issue promissory notes or such other evidences of indebtedness with respect to the Loan, in such form, containing such terms and supported by such legal opinions as A.I.D. may reasonably request.

SECTION 9.05. Spanish and English Versions. In the event that the parties hereto also execute this Agreement in the Spanish language, then in cases of ambiguity or conflict between the English and Spanish versions, the English version of this Agreement shall control.

SECTION 9.06. Termination Upon Full Payment. Upon payment in full of the Principal and of any accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under this Loan Agreement shall terminate.

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

THE GOVERNMENT OF THE DOMINICAN REPUBLIC

By: Dr. Joaquin Balaguer
Title: President

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: Robert A. Hurwitch
Title: Ambassador

By: John B. Robinson
Title: Director, USAID Mission to the Dominican Republic

ANNEX I

Program Description

I. Background and Objectives

A. Background

The Agricultural Sector Assessment prepared by the Secretariat of State for Agriculture (SEA) in 1974, identified and studied in detail several major constraints impeding the full development of agriculture in the Dominican Republic. Subsequently, a number of additional in-depth studies have been carried out in the sector which identified further constraints to agricultural development.

The current Dominican Agricultural Sector Program has taken into account such principal impediments, as well as the recommendations of the Assessment, and has proposed remedies for resolving these problems. The Government of the Dominican Republic has acknowledged and emphasized that the Dominican Agricultural Sector Program has a high priority, which will require a substantial increased investment of domestic and external resources. This Loan Program is designed to assist the Dominican Government, acting through the Secretariat of State for Agriculture, in its efforts to overcome progressively the major constraints identified to date, namely:

- The need to improve agricultural policy direction by provision of a more sophisticated analytical basis for sector planning in agriculture.
- Underutilization of human resources due to a lack of basic farm skills, and an insufficient base of qualified agriculturalists at the professional level.

- The need to utilize more efficiently the arable land base.
- The need to disseminate more widely original research work developed in the Dominican Republic as well as other countries.
- The limited use of modern agricultural production inputs.
- The necessity of improving techniques of classification, fertility and conservation.
- The scarcity of credit availability to small farmers.
- The need to remedy deficiencies in the marketing system.
- The paucity of rural infrastructure facilities.

B. The Program

The Program to be financed under this Agreement ("Program") derives entirely from the Agricultural Sector Assessment and subsequent studies and addresses the above constraints. The Program is comprised of the Elements, Sub-Elements and Activities described in Section 1.02 of this Agreement, which are intended primarily to benefit at least 135,000 rural families, i.e., a substantial portion of those farmers cultivating less than 50 hectares, as well as landless laborers residing in rural areas.

The Program Elements, Sub-Elements and Activities have been formulated cooperatively between the Borrower and A.I.D. to assist in achieving the objectives of the Dominican Agriculture Sector Program which are as follows:

- Increase employment in agriculture in rural areas;
- Develop the institutional and human resources needed to sustain agricultural growth and development;
- Achieve a more equitable distribution of income among those

who earn their living from the agricultural sector, thereby improving the quality of rural life;

- Provide food and fiber to consumers at reasonable costs;
- Provide agricultural products for industrial uses, exportation, and import substitution;
- Encourage the kind of agricultural production which will improve nutritional levels; and
- Achieve optimum utilization of renewable natural resources.

Accordingly, the basic goal of the Program is to improve the economic standards of the rural poor, with emphasis on the small farmer. In order to achieve this goal, the Program seeks to increase the level of small farmer agricultural productivity. Similarly, it seeks to obtain this level through a general Program purpose: to expand the quantity and improve the quality of public activities undertaken in the agricultural sector.

II. Implementation of the Loan

A. General

1. The Program to be financed under this Loan will be carried out by those agencies and organizations specified in Section 1.03 of this Agreement. The Secretariat of State for Agriculture (SEA), designated in Section 9.02 of the Loan Agreement as the Borrower's Representative, shall be the principal Executing Agency for purposes of coordinating the activities to be undertaken pursuant to this Agreement.

2. During the period of implementation of the Loan Program, two overall evaluation cycles will be completed, pursuant to Section 4.02 of this Agreement, at a time to be specified by a Letter of Implementation.

B. Program Cost

1. The total cost of the Program is $30,000,000, with the respective contributions of the Borrower and A.I.D. identified below in Table I. The amounts shown as the Borrower's contribution to the Program will be budgeted and made available in accordance with Table I.

2. Pesos or dollars scheduled for disbursement in a given calendar year pursuant to the provisions of this Annex may, with the approval of A.I.D., be disbursed in the preceding or subsequent calendar years, provided that such change is in accordance with the needs of the Program, and provided further that the general relationship between Borrower and A.I.D. contribution to the Program is maintained. Any reduction in the Borrower's yearly contribution from that shown in Table I, shall be made only with the written consent of A.I.D., and may affect the availability of the A.I.D. contribution for that year.

TABLE I
(In Thousands)

	1977	1978	1979	Total
AID Total	$ 6,673.3	$4,898.6	$3,428.1	$15,000.0
Dollars	1,474.9	907.5	324.0	2,706.4
Pesos	5,198.4	3,991.1	3,104.1	12,293.6
Borrower Total				
Pesos	$ 5,475.2	$4,536.7	$4,988.1	$15,000.0
Total	$12,148.5	$9,435.3	$8,416.2	$30,000.0

3. By mutual written agreement between Borrower and A.I.D., the Program funds shown hereafter in this Annex for use by a given Implementing Agency for a specified Program Element, Sub-Element or Activity may be

reallocated to another Implementing Agency or Program Element, Sub-Element or Activity. Any such adjustment shall be reflected in an appropriate change in implementation targets.

C. Program Description - General

For purposes of implementation of the Program in general, and the preceding adjustment provisions, the Program Elements, Sub-Elements and Activities shall be as follows:

Program Element	Sub-Element	Activity	Implementing Agency
I. Planning, Coordination and Evaluation		Economic Analysis & Planning	SEA, Department of Planning
		Data Collection & Evaluation	SEA, Department of Statistics and Computer Information
		Professional Education	SEA/Inter-University Coordinating Committee
II. Small Farm Production Support	A. Production Technology Development and Distribution	1) Production Program Coordination	SEA, Production Department - Department of Planning
		2) Land Utilization	SEA, Soils Department
		3) In-Country Adaptive Research	SEA, Research Department
		4) Seed/Plant Materials Multiplication/Distribution	SEA, Seed Department with assistance of CENDA, Juma Rice Station and CNIECA
		5) Food Production Packages	SEA Extension, Production Departments
		6) Farm Production Surveys	SEA, Planning, Agriculture, Economics Departments

Program Element	Sub-Element	Activity	Implementing Agency
	B. Transfer of Production Technology	Vocational Education	SEA, Extension Department
	C. Farm Services	1) Production Marketing	SEA, Marketing Division
		2) Rural Credit	AgBank
		3) Rural Credit	SEA, Supervised Credit
III. Rural Socio-Economic Development		Rural Area Development Agent Program	SEA, Sub-Secretariat for Research and Extension
		Rural Infrastructure Development	SEA, Sub-Secretariat for Research and Extension

D. Program Description by Element

1. Element I: Agriculture Sector Planning, Coordination and Evaluation ($3.0 million)

a. Purpose

To strengthen the agricultural sector planning, coordination and evaluation capability of SEA, and to involve other professional agriculturalists in the agriculture process, and, in this respect, to increase the supply of agriculture technicians.

b. Financial Contribution

The Borrower and A.I.D. will contribute the amounts set forth below during the years indicated to finance this Element of the Program.

TABLE II a
(In Thousands)

	1977	1978	1979	Total
AID Total	$ 671.1	$ 591.9	$237.0	$1,500.0
Dollars	477.9	385.9	84.0	947.8
Pesos	193.2	206.0	153.0	552.2
Borrower Total				
Pesos	500.5	511.4	488.1	1,500.0
Total	$1,171.6	$1,103.3	$725.1	$3,000.0

c. Activity Expenditures

Funds will be expended in the period shown in order to finance the various activities under this Element, as indicated below:

d. Implementation

(1) Activity: Economic Planning and Analysis

TABLE II b
(In Thousands)

1977	1978	1979	Total
$415.0	$395.9	$249.1	$1,060.0

Purpose: To upgrade the planning capability of SEA's Planning Department in order to further improve its abilities to undertake detailed data collection surveys, as well as a complete sector analysis; develop annual budgets; elaborate a long-run agricultural strategy; and estimate the economic consequences of alternative development plans and policy decisions within the agricultural sector.

Program funds will be used to finance the costs of salary supplements for both present and new employees; equipment and

supplies; vehicles, including operating and maintenance costs; travel and per diem, training; technical assistance; as well as cover project operations costs, e.g. conducting small farmer surveys.

With respect to the administration of this Loan Program, funds will be used to finance the costs of salaries of new personnel as well as partial salaries for existing personnel; office equipment; and travel expenses.

(2) Activity: Data Collection and Evaluation

TABLE II c
(In Thousands)

1977	1978	1979	Total
$383.6	$331.4	$225.0	$940.0

Purpose: To coordinate data sources and establish a broad-scale information system in the agricultural sector.

Under this Activity, funds will be provided to upgrade SEA's computer center in order to undertake increasingly sophisticated economic analyses, including sector analysis processing, expanded quarterly small farm surveys, area specific and special surveys, as well as increased tabulations for other Dominican agricultural institutions.

The information thus gathered will be processed by a Data Bank to be established under the Program, while SEA's Documentation Center will be expanded and strengthened in order to store and distribute information provided by the Data Bank and other sources. Additionally, approximately three regional sub-libraries will be established, in order to disseminate information to the various regions of the country. In each branch, reading rooms will be established in which collections of

technical reports and data will be available for use by local and regional technicians, as well as the general public.

A close working relationship will be maintained with AGRINTER, a computerized agricultural information system being developed by IICA-CIDIA. It is envisaged that the AGRINTER system, with its headquarters in Costa Rica, will be integrated with those of a number of Latin American countries, thus providing a mutual basis for exchange of agricultural information.

Financing will be provided for the costs of partial salaries of both present and new employees; vehicles, including operation and maintenance; travel and per diem; overseas and in-country training; technical assistance; and project operations (e.g., computer time).

Pursuant to Section 3.02 of this Loan Agreement, a time-phased plan for the establishment and operation of the Data Bank and Documentation Center is to be prepared by SEA and submitted for A.I.D.'s approval, as further described by Implementation Letter.

(3) Activity: Professional Education

TABLE II d
(In Thousands)

1977	1978	1979	Total
$373.0	$376.0	$251.0	$1,000.0

Purpose: To expand the involvement of the universities in the agricultural sector; to provide limited academic training.

Upgrading Faculties

Under the Program a selected number of faculty members from the three participating universities, UNPHU, ISA and UASD,

will be trained for advanced degrees at a U.S. or other eligible universities. The following fields of study are expected to be included: aquaculture; agricultural engineering, food technology; as well as others deemed appropriate.

Research Grants

Research grants will also be made available to the above universities in order to further develop linkages between SEA and such universities. Such grants will be administered through SEA with provisions for avoiding research duplication among the universities or with investigations conducted by SEA staff. Research grant guidelines will be prepared by the Inter-University Coordinating Committee in consultation with SEA's Department of Research and will be submitted for A.I.D.'s approval pursuant to Section 3.03 (a) of the Loan Agreement. Grant Funds will be used to pay salaries, wages, travel expenses, limited specialized equipment, supplies and materials and publication costs.

Vocational Center Training Program

Program funds will be used to promote collaboration between SEA's Vocational Training Program and the Professional Education Program in order to improve both university and vocational level course content and focus research interest towards the solution to critical rural production, marketing and socio-economic problems. It is anticipated that such mutual endeavors as joint preparation of teaching materials, workshops, and special university student programs will be undertaken. In this respect, pursuant to Section 3.03 (b) of this Loan Agreement, a plan, setting forth collaborative arrangements between the Vocational Training Program and the Professional Education Program, will be developed and submitted for A.I.D.'s approval.

International Research Studies

Approximately six person-months overseas study will be provided to selected faculty members on the latest research undertaken and technology developed by International Research Centers, universities and governmental organizations. It is anticipated that such information will subsequently be applied to programs designed to assist the small farmer in the Dominican Republic.

Professional Associations

Funds will be provided for at least one annual meeting per year of the Inter-University Coordinating Committee, as well as other periodic in-country and regional professional association meetings and conferences. Funds for such purposes will be provided from the General Committee Fund.

Technical Assistance

Technical assistance will be financed under the Program in conjunction with the implementation of new curricula, operation of new teaching and research laboratories, initiation and execution of research and other special concerns. Requirements for such assistance will be considered by the Inter-University Coordinating Committee.

Administrative Support

Financing will be provided in order to cover general expenses of the Inter-University Coordinating Committee, including such items as office equipment, personnel costs and other office expenses; vehicles, including operation and maintenance; conference expenses and report publications; and other expenses approved by the Committee as required to maintain an effective operation and coordination of the Professional Education Program.

2. Element II: Small Farm Production Support ($23.6 million)

a. Purpose

To establish an integrated small farm production support system to provide improved technological production, educational and marketing resources and services.

b. Financial Contribution

The Borrower and A.I.D. will contribute the amounts set forth below during the years indicated to finance this Element of the Loan Program.

TABLE III a
(In Thousands)

	1977	1978	1979	Total
AID Total	$ 5,603.7	$3,506.7	$2,691.1	$11,801.5
Dollars	997.0	521.6	240.0	1,758.6
Pesos	4,606.7	2,985.1	2,451.1	10,042.9
Borrower Total				
Pesos	4,554.8	3,564.5	3,739.2	11,858.5
Total	$10,158.5	$7,071.2	$6,430.3	$23,660.0

c. Activity Expenditures

Funds will be expended in the period shown in order to finance the various Sub-Elements and Activities under this Element, as indicated below.

d. Implementation

(1) Sub-Element: Production Technology Development and Distribution

(a) Activity: Production Program Coordination

TABLE III b
(In Thousands)

1977	1978	1979	Total
$725.3	$618.6	$606.1	$1,950.0

Purpose: To coordinate programs related to the development and distribution of production technology for selected small farm crops.

In order to develop and implement national production programs for the crops selected under the Program, multi-disciplinary teams will be created within SEA's Production Department for each crop chosen, with initial emphasis on such crops as rice, corn, beans, root crops and plantains. These teams will provide information to the National Advisory Committee to SEA which will be convened at least once a year to discuss policy questions and help establish annual long range production objectives for each crop in order to guide the Secretary of Agriculture in making policy determinations, establishing adaptive research and production priorities, setting production targets and establishing guidelines for the allocation of resources among the various crops or crop categories. Based on such policy determinations, plans will be developed and funds will be made available to provide national coordination, as well as regional level direction, in the development and dissemination of production and land use technology, improved seeds and "production packages" for small farmers.

Each multidisciplinary team will be responsible for mobilizing the various entities within SEA, other public sector agencies and the private sector in focusing sufficient resources on the production of its particular crop. Teams shall receive assistance through a special support and coordination office within the Production Department to ensure that the appropriate entities undertake the measures necessary to implementation of an integrated production program. Such measures are expected to include the development of strong linkages with International Research Centers; identification of superior varieties and production of sufficient breeder and foundation seed; contracting for and supervising the production of sufficient certified or improved seed; arranging for processing and sale or distribution of the improved seed, and initiating and supervising field production trials and demonstration trials with individual farmers.

Program funds will be used at the national level to finance the salaries of professionals and service personnel, related office equipment, supplies and expenses of meetings; printing costs; and publications in support of the special office to be established within the Production Department to serve the multidisciplinary teams. Additionally, financing will be provided for vehicles, including operation and maintenance; travel and per diem; in-country training; and technical assistance. Project operations funds will be made available to provide field support for the corps of crop specialists and for the development and dissemination of "production package" information.

Regional level financing will be provided for vehicles, including operation and maintenance costs; travel and per diem;

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promotional efforts, and other such expenditures to assure adequate field support for technicians working through or assigned to the seven regional SEA offices.

Pursuant to Section 3.04 (a) of this Loan Agreement, a plan will be developed setting forth the strengthening, reorganization or establishment and the operation of (1) a Production Department within the Secretariat for Research and Extension of SEA or such other sub-secretariat of SEA as may be appropriate; and (2) multi-disciplinary committees for the various crops selected for emphasis under the Program. Such plan will be submitted to A.I.D. for its approval.

(b) Activity: Land Utilization

TABLE III c
(In Thousands)

1977	1978	1979	Total
$435.1	$329.7	$305.2	$1,070.0

Purpose: To develop a viable land use program designed to improve small farm productivity.

(i) Soil Classification. Approximately 200,000 hectares of land will be classified through soil surveys at the semi-detailed level. Existing aerial photos will be utilized to facilitate this work. The information thus gathered will be utilized to provide alternatives for cropping, based on all principal factors affecting crop production.

(ii) Soil Fertility and Crop Production. Under this component, the number of soil fertility field trials will be expanded from the present 8 to approximately 40 locations. All efforts

will be closely coordinated with the Production Coordination and Adaptive Research activities under the Program, as well as with other domestic research and extension programs in general, both in-country and overseas.

(iii) Soil Conservation. Pilot soil conservation projects will be established in at least three geographic areas of the country, each area using at least three different soil conservation systems, e.g., terracing, strip cropping and minimum tillage crop production. All such pilot projects will use the maximum degree of hand labor practicable. The conservation works in each area will be utilized initially as soil conservation field trials and later for demonstration or training purposes as sufficient information is obtained concerning the cost and effectiveness of the various methods.

Under the Land Utilization Activity, Program funds will finance the salaries of technical and administrative personnel, as well as wages for laborers; field and laboratory equipment and tools, equipment rental, planting and construction materials; vehicles, including operation and maintenance costs; travel and per diem; in-country and overseas training; technical assistance; and all project operations costs related to soil classification and fertility. Additionally, the Program will finance the remodeling of soils laboratories and soil survey costs.

(c) Activity: In-Country Adaptive Research

TABLE III d
(In Thousands)

1977	1978	1979	Total
$790.5	$550.9	$458.6	$1,800.0

Purpose: To establish mechanisms designed to address the need for more efficient utilization of Dominican research capabilities.

This Activity will provide financing for increasing coordination among the various public and private entities involved in research in an attempt to link both domestic and overseas basic research findings to national production goals. In order to achieve this coordination, a National Research Council, composed of various public and private sector representatives, will be named and activated. The Council will advise SEA regarding the determination of research priorities and programs, as well as the coordination of research undertaken by public and private sector entities. SEA's Research Department will administer this Activity, in accordance with priorities determined by the Secretary.

Additionally, a corps of crop or product specialists will be developed to provide an effective link between research and extension in an effort to ensure that research findings are made available at the farm level. These personnel will be trained in both basic research and extension methodology, and will serve part-time as researchers and part-time as extension commodity specialists. Similarly, short conceptual training on research will be provided to selected extension agents in order to improve the flow of information from the farm level to research entities and to increase research-extension cooperation.

Dominican researchers also will maintain a regular exchange of ideas and information with International Research Centers and universities through visits to such entities and by ob-

taining short-term technical assistance from them. Such regular contacts will provide Dominican agriculturalists with valuable exposure to such technologies as: minimum tillage farming, inter and multiple cropping, new rice-tillage systems, high protein corn, and lowland Irish potato production, water management practices and fish culture.

Financing under this activity will provide salaries for new technical and service personnel, agricultural machinery and equipment; laboratory supplies; office furniture; vehicles; in-country travel and per diem; training; technical assistance; project operations costs (e.g., agricultural machinery and inputs, research, livestock, office operations and supplies, etc.), and the construction of research substation facilities.

Pursuant to Section 3.04 (b) of this Loan Agreement, a plan for the establishment of a corps of crop and commodity specialists shall be prepared and submitted for AID's approval, as further described by Implementation Letter.

(d) Activity: Seed/Plant Materials Multiplication and Distribution

TABLE III e
(In Thousands)

1977	1978	1979	Total
$2,236.8	$713.3	$549.9	$3,500.0

Purpose: To institutionalize on a countrywide basis an efficient and dependable process of improved seed and plant material multiplication and distribution.

This program will be carried out through a cooperative arrangement between SEA's Seed Department and private pro-

ducers under which SEA will purchase seed from producers and process it for sale to farmers. Initially, attention under this activity will be given to such crops as rice, corn, beans, plantain and cassava. In this respect, this Activity will be closely coordinated with the Production Program Coordination Adaptive Research and Food Production Packages activities of the Loan Program.

In order to finance the seed production and processing activities, a Seed Revolving Fund will be established. This Fund will be administered by the SEA Supervised Credit Program and shall be used to finance loans for working capital to producers of certified or improved seed and to seed processing entities in order to prepare seed for sale to farmers. A portion of the Fund may be used for short-term credit loans under SEA's Supervised Credit Program, when excess working capital is available. Pursuant to Section 3.04 (c) of this Loan Agreement, a Resolution will be prepared by SEA setting forth a plan for the establishment and operation of the Seed Revolving Fund, including the activities to be carried out by the Seed Department and Supervised Credit Department, respectively. Such plan will be submitted to A.I.D. for its approval.

Financing will be provided for the salaries of technical and service personnel, as well as wages for day laborers; equipment and supplies; vehicles, including operation and maintenance costs; travel and per diem; in-country and overseas training; project operations (e.g., start up costs of seed processing, production costs of foundation seed, packaging materials, etc.); construction and remodeling of seed production processing facilities; and a Seed Revolving Fund.

(e) Activity: Food Production Packages

TABLE III
(In Thousands)

1977	1978	1979	Total
$542.5	$578.5	$379.0	$1,500.0

Purpose: To develop and deliver food production packages for small farmers.

This activity will focus on reaching the smallest farm level through the provision of food production packages, composed of selected seeds, plant materials and other items, such as small animals, which can be maintained with low level technology by operators of the smallest farms, in order to improve their nutritional and economic status. Distribution of the food production packages will be carried out by the approximately 500 SEA rural extension agents, each reaching approximately 40 small farmers during the first year of activity and approximately 80 in the second and third years, respectively. On this basis, approximately 100,000 small farm families can be reached during the life of the Program. It is expected that the food production packages will be distributed at little or no cost to recipients.

The production of seed and planting materials may be undertaken by SEA's Seed Department, although it is anticipated that most will be accomplished by the private sector under contract to the Seed Department. Small animal procurement will be undertaken by SEA's Production Department in coordination with the appropriate public and private entities.

The makeup of food production packages will vary from area to area, based on differences in soil and climatic conditions. Each will contain, however, adapted and improved planting materials of selected crops, fertilizer, and pesticides where needed, and in some areas, limited numbers of poultry or fish.

Program funds will finance limited personnel costs; travel and per diem; project operations (e.g., cost of assembling and packaging); and the procurement of seeds, plants, small animals, fertilizers, and pesticides.

Pursuant to Section 3.04 (d) of this Loan Agreement a complete work plan for the implementation of this activity will be developed by SEA and submitted to A.I.D. for its approval. Such plan will include administrative and financial arrangements with respect to distribution of the packages; criteria for selection of recipients; geographic areas to be served; and arrangements, if any, with private producers.

(f) Activity: Farm Production Surveys

TABLE III g
(In Thousands)

1977	1978	1979	Total
$341.2	$280.3	$278.5	$900.0

Purpose: To increase the effectiveness of SEA's agricultural planning and evaluation efforts, as well as the flow of information between farmers and extensionists/researchers.

This Activity will expand and strengthen the Quarterly Farm Production Surveys through the following:

- Expand the sample frame from 400 to 1,400 segments in order to regionalize the data base;
- Update quarterly crop forecasts through monthly field visits to determine crop progress;
- Include additional crops in the quarterly surveys;
- Institutionalize computer processing of surveys; and
- Coordinate evaluation of farmers under the Sector Analysis program.

Additionally, area-specific surveys will be undertaken in order to obtain information with respect to specialized crops which are concentrated in limited production areas.

Special sample frames will be designed for each of the designated areas. Surveys will also be scheduled to avoid conflict with quarterly surveys. Finally, special studies will be carried out, including an annual cost of production survey, credit use and demand, and consumption and employment studies. These surveys will be carried out simultaneously with ongoing quarterly surveys and will utilize the same personnel.

Financing under this Activity will be provided for partial salaries of current employees as well as full salaries of new employees; equipment and supplies; vehicles, including operation and maintenance costs; travel and per diem; short-term technical assistance; and project operations (e.g., preparation of new quarterly survey framework and training seminars).

(2) Sub-Element: Transfer of Production Technology (Vocational Education)

TABLE III h
(In Thousands)

1977	1978	1979	Total
$813.1	$641.3	$645.6	$2,100.0

Purpose: To upgrade and expand the activities under the Vocational Education Program.

Under this Sub-Element, three new vocational training centers will be established. Additionally, there will be a revision and expansion of the activities under the five existing pilot centers. Approximately 6,700 additional farmers will be trained over the three year implementation period of the Program. Emphasis will be placed on selecting and training farm leaders to serve in their areas as "promoters" of the production methods they acquire at the centers. SEA extension agents will play a key role in the identification of potential leaders for training and will follow up to assist graduate farmers in developing an outreach capability in their respective communities. The objectives of each new training center, based on experience obtained under the pilot phase, will be as follows:

a) To develop the production and farm management skills of small farmers, enabling them to improve their level of living through increased productivity;

b) To develop a basic corps of knowledgeable farm and community leaders to be utilized in the

dissemination of improved agricultural technology and in the development of their home communities.

c) To broaden the specific technical knowledge of farmers in such areas as:

- Cultivation practices of selected crops (including those to be distributed under the Food Production Packages activity;
- Operation and maintenance of agricultural tools and machinery;
- Appropriate drainage and irrigation practices;
- Soil conservation practices;
- Farm management and budgeting;
- Use of agricultural credit; and
- Farm marketing.

Initially, each new center will undertake a survey of local farmers and SEA extension agents to determine the most pressing agricultural problems in the zone of influence of the center; the specific course content to most effectively deal with local problems; and a profile of the target population for each training center. Participants will be trained during a 15 month cycle and will receive follow-up field visits from center staff members. It is anticipated that two complete cycles of instruction can be completed during the period of Program implementation.

It is anticipated that approximately 42 practical courses, designed to reach both literate and illiterate farmers, will be provided in such areas as production of corn, cassava, rice, peanuts,

sweet potatoes and plantains, as well as beef cattle. Specialized instruction will also be provided in such areas as soybeans, pigeon peas, Irish potatoes, vegetables, beans, poultry, swine, goats, rabbits, food production package crops, and farm marketing.

Follow up measures will be taken by the staffs of the respective centers, including individual farm visits, demonstrations, workshops, visits to experiment stations and other training. Special attention will be given to coordination with extension agents and commodity specialists in follow-up activities.

Program financing will be provided to cover the costs of the salaries of technicians, administrative and support personnel, office, teaching, agricultural, dormitory and kitchen equipment; vehicles, including operation and maintenance costs; travel and per diem; in-country training; technical assistance; project operations, e.g., agricultural and livestock inputs, repairs to buildings and rent; and meals for students.

(3) Sub-Element: Farm Services

(a) Activity: Production Marketing Services

TABLE III 1
(In Thousands)

1977	1978	1979	Total
$1,007.1	$439.6	$333.3	$1,780.0

Purpose: To assist in the provision of essential marketing services to small farmers.

Under this Activity, it is anticipated that a Rural Service Center pilot project will establish five centers in each

of three SEA agricultural regions. Each such center should increase the marketing capability of approximately 200 small producers and, accordingly, should strengthen their position in the marketing process. Each area selected will be analyzed to determine its specific needs, and, on the basis of this analysis, the following types of facilities and services, or variations thereof, may be included:

- Product assembly, grading, packing, short-term storage and sales;
- Production supply store - fertilizers, seeds, tools, etc.,
- Production, harvesting and transportation services;
- Space for periodic use of area agents, credit representatives, public health or other community service agents;
- Retail store with limited inventory of basic food and beverage items, and;
- Other facilities that meet financial feasibility reviews.

The administration of market centers will be based on the financial and operational participation of responsible community organizations. Services such as production supply stores and other such areas of activity will complement current Dominican Government programs.

Additionally, funds will be made available to communities for financing construction and equipment as well as inventory and operating costs and technical support. Follow-up evaluations will

be made at the end of each year of operation to determine the effectiveness of the pilot centers.

Pursuant to Section 3.05 of this Loan Agreement, an implementation plan will be developed by SEA, including administrative and financial arrangements, organizational structure, criteria for site selection and criteria to be used in the selection of participating entities. This plan will be submitted for A.I.D.'s approval, as further described by Implementation Letter.

The second aspect of this Activity will entail the improvement and expansion of SEA's capacity to provide timely marketing information to the agricultural sector, particularly to the small farmer. Distribution of market information to the press and radio will be expanded on a commodity and area basis, and market bulletins to area extension agents and others will be increased. Additionally, more timely farm gate supply and price information will be obtained to stimulate intermediary and processor response to distressed market areas. To facilitate the process, a national level two-way radio system will be installed.

Market extension activities also will be increased to give special emphasis to supporting and upgrading the ability of rural agents to cope with small farmer marketing problems. In addition, technical assistance will be provided to the Rural Service Center pilot project, as well as for analyzing proposed market facilities under the Rural Infrastructure Activity of the program. Finally, special marketing training programs will be coordinated with the Vocational Training Centers to provide marketing information to approximately 1,500 selected farmers.

Training of small farmers, public sector employees and intermediaries will be undertaken in support of the above activities. The implementation of small farmer training will be closely associated with the Vocational Education and Rural Development Agent activities, respectively. Farmers will be trained in such areas as: the value and use of market news, improved marketing techniques and other marketing matters of significance to the small farmer and the rural community.

Special research and development studies and surveys will be undertaken in support of the marketing extension program and for use in analyzing and evaluating performance of the marketing system. Such studies may include, but not be limited to: (a) agricultural product origin and destination surveys for Santo Domingo and Santiago; (b) post-harvest crop losses; (c) consumer preference; (d) processing and storage feasibility and (e) farm level packing, weights and measures.

Farm leaders selected for training will receive instruction in such areas as the value and use of market news, improved marketing techniques and other pertinent subject matter.

Public Sector employees will be trained in such areas as extension methodology, project preparation and evaluation, farm level packing and food storage and preservation. The intermediaries will receive training in such areas as product handling, preservation and packing of farm products and appropriate weights and measures.

Funds under the Program will finance the following costs: partial salaries for both present and new employees; a two way radio system; vehicles, including operation and maintenance

costs; travel and per diem; overseas and in-country training; technical assistance; market studies; and the Rural Service Centers Pilot project.

(b) Activity: Rural Credit

(i) Rural Credit - Ag Bank

TABLE III j
(In Thousands)

1977	1978	1979	Total
$620.9	$437.5	$441.6	$1,500.0

Purpose: To provide a more extensive credit delivery system and a more efficient system of administration within the AgBank.

Under this Activity, approximately 14 new field offices will be established in areas now outside the range of present facilities. These offices will serve as satellite offices to existing branches, and each will require a small staff. Each office will have the responsibility of soliciting borrowers, receiving credit applications, making farm visits, monitoring loans and making collections. Administrative and accounting support will be provided to these field offices by the major supervisory branches of the AgBank.

The AgBank will also convert from its current 4 region to a new 7 region administrative organizational structure to coincide with that of SEA. Additionally, a group lending office will be established within the AgBank at the national level in order to service loans to groups which have previously received supervised group loans, from other sources and which now can be serviced without such supervision.

Technical assistance will be provided to the AgBank in evaluation and planning procedures in order for the Bank to improve its lending operations, as well as increase agricultural sectoral coordination. Such assistance will include data processing activities in order to increase efficiency and lower lending costs.

Financing under the Program will be provided for the salary costs of new employees; office furniture, machines and supplies; vehicles and motorcycles, including operation and maintenance costs; computer time; technical assistance; and project operations (e.g., in-country travel and per diem and other operating costs).

(ii) Rural Credit - SEA Supervised Credit

TABLE III k
(In Thousands)

1977	1978	1979	Total
$2,586.0	$2,481.5	$2,432.5	$7,500.0

Purpose: To improve SEA's supervisory capacity with respect to small farmer credit activities and to provide additional credit to the target group.

Financing will be provided to cover the costs of new employees and regional supervisors, as well as office furniture and machines; vehicles and motorcycles, including operation and maintenance costs; and technical assistance. Additionally, approximately $7.0 million will be provided as a further infusion of capital to SEA's Supervised Credit Fund. These funds are intended to benefit approximately 11,600 small farmers within the Target Group over the operational period of the Program. This figure is based on a sub-loan

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average of approximately RD$600 per beneficiary. A low subloan beneficiary average will be maintained throughout the Program in order to reach the maximum number of small farmers. Group lending techniques will be employed to the maximum extent practicable.

This Activity will be closely coordinated with the above mentioned AgBank operations in that SEA Supervised Credit agents will utilize the 14 new AgBank field offices, as well as maintain their affiliation with existing AgBank field offices.

3. Element III: Rural Socio-Economic Development ($3.4 million)

a. Purpose

To establish a viable and comprehensive rural community development effort within SEA.

b. Financial Contribution

The Borrower and A.I.D. will contribute the amounts set forth below during the years indicated to finance this Element of the Program.

TABLE IV a
(In Thousands)

	1977	1978	1979	Total
AID Total	$400	$ 800.0	$ 500.0	$1,700.0
Dollars	-	-	-	-
Pesos	400.0	800.0	500.0	1,700.0
Borrower Total				
Pesos	478.4	460.8	760.8	1,700.0
Total	$878.4	$1,260.8	$1,260.8	$3,400.0

Activity Expenditures

Funds will be expended in the period shown in order to finance the following Activities under this Element, as indicated below:

(1) Activity: Rural Area Development Agent Program

TABLE IV b
(In Thousands)

1977	1978	1979	Total
$453.6	$373.2	$373.2	$1,200.0

Purpose: To train new rural agents and to provide limited retraining of existing agents in an attempt to broaden the traditional role of the rural extension agent from that of serving only agricultural producers to a "total development" role, encompassing the social needs of all rural dwellers.

Training will be on a phased basis and will be provided to all current and new extension agents. The training courses will be under the auspices of the Sub-Secretariat for Research and Extension, and will be held in various locations within the country. Subject courses will include areas such as principles of community development, project proposal preparation, accounting basics and other related matters.

Program funds will be provided to cover the costs of salaries of new agents; incentive allowances; equipment and supplies; a fund to provide loans for the purchase of motorcycles; travel and per diem; in-country training; and project operations (e.g., administrative costs, vehicle operation and maintenance and travel).

(2) Activity: Rural Infrastructure Development

TABLE IV c
(In Thousands)

1977	1978	1979	Total
$424.8	$887.6	$887.6	$2,200.0

Purpose: To support rural community development efforts, especially with respect to productive infrastructure projects.

Under this activity projects will be identified by community development committees, assisted by SEA agents. Project proposals will require approval by a SEA regional office and, in certain cases, by other Dominican Government agencies. Project proposals under this activity will be designed to utilize labor intensive methods of construction and, in this regard, must demonstrate a high level of labor content. Necessary technical assistance and materials will be provided by SEA or obtained from other government agencies.

Upon approval of a particular project, Program funds will be provided to the community development committee in the form of a grant. The area agent will have monitoring responsibilities and will exert control over the release of funds to the community. The community development committee will have the option of utilizing funds in the form of a grant or loan, depending on the case. The committee will be required to submit to SEA a detailed final report regarding the use of grant funds or an annual report if Program funds are utilized as loans and identifiable as such.

It is anticipated that the following activities will be carried out under this Activity:

- 200 hectares of hillside terracing
- 300 water supply structures
- 5,000 meters of canals
- 40 multi-purpose market centers
- 125 kilometers of feeder roads

Pursuant to Section 3.06 of this Loan Agreement SEA will develop and submit to A.I.D. for its approval an implementation plan setting forth the following: (1) the criteria to be used for selecting the communities to receive assistance; (2) criteria for selecting and approving the various categories of projects to be undertaken; (3) disbursement procedures; and (4) reporting requirements.

Préstamo de la A.I.D. Número 517-T-029

ACUERDO DE PRESTAMO

Entre

EL GOBIERNO DE LA REPUBLICA DOMINICANA

y

LOS ESTADOS UNIDOS DE AMERICA

para

EL PRESTAMO AL SECTOR AGRICOLA II

Fecha: 30 de septiembre de 1976

ALIANZA PARA EL PROGRESO

ACUERDO DE PRESTAMO

República Dominicana - Préstamo al Sector Agrícola II

Préstamo de la A.I.D. Número 517-T-029

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ACUERDO DE PRESTAMO fechado el 30 de septiembre de 1976, entre el GOBIERNO DE LA REPUBLICA DOMINICANA ("Prestatario"), y los ESTADOS UNIDOS DE AMERICA, actuando a través de la AGENCIA PARA EL DESARROLLO INTERNACIONAL ("A.I.D.").

ARTICULO I

El Préstamo

SECCION 1.01. El Préstamo. La A.I.D. por este medio conviene en prestar al Prestatario en fomento de la Alianza para el Progreso, y de conformidad con el Acta de Ayuda Extranjera de 1961 y sus enmiendas, una suma que no exceda quince millones de dólares estadounidenses (US$15,000,000) ("Préstamo") para asistir al Prestatario a llevar a cabo el Programa referido en la Sección 1.02 ("Programa"). El préstamo deberá ser usado exclusivamente para financiar en dólares de los Estados Unidos el costo de bienes y servicios requeridos para el Programa ("Costo en Dólares") y el costo en moneda local de bienes y servicios requeridos para el Programa ("Costo en Moneda Local"). La suma total de los desembolsos en virtud de este Acuerdo será llamada en lo adelante el "Capital."

SECCION 1.02. El Programa. El Préstamo deberá ser usado por el Prestatario para respaldar el financiamiento de un programa en beneficio del sector agrícola destinado a (1) fortalecer la capacidad de la Secretaría de Estado de Agricultura ("SEA") para efectuar la planificación, coordinación y evaluación del sector agrícola y a aumentar el número de peritos agrícolas; (2) establecer un sistema

integrado de fomento de la producción de pequeñas fincas que provea mejores técnicas de producción, educación, recursos crediticios y servicios de mercadeo; y (3) establecer un programa de desarrollo rural factible y comprensivo dentro de SEA. Los fondos del Préstamo serán distribuídos entre los Componentes y Sub-Componentes del Programa de la manera siguiente:

(1) Componente de Análisis y Planificación del Sector Agrícola ($1,500,000)

(a) Planificación y Análisis Económico - ($530,000)

(b) Recopilación y Evaluación de Datos - ($470,000)

(c) Educación Profesional - ($500,000)

(2) Componente de Desarrollo de Tecnología para Pequeñas Fincas y Distribución ($11,800,000)

(a) Desarrollo de Tecnología de Producción y Distribución - ($5,360,000)

(b) Transferencia y Aprovechamiento de Tecnología de Producción - ($1,050,000)

(c) Servicios Agrícolas - ($5,390,000)

(3) Componente de Desarrollo Rural Socio-Económico - ($1,700,000)

(a) Programa de Agentes Rurales - ($0.00)

(b) Infraestructura Rural - ($1,700,000)

El Programa está descrito más ampliamente en el Anexo I, adjunto al presente documento, el cual forma parte integrante de este Acuerdo, cuyo Anexo podrá ser modificado en forma no contraria con lo antedicho, mediante acuerdo escrito suscrito por los representantes del Prestatario y de la A.I.D. designados bajo la Sección 9.02 de este Acuerdo. Los bienes y servicios a ser financiados por

el Préstamo deberán ser especificados en las cartas de ejecución a las que hace referencia la Sección 9.03 de este Acuerdo ("Cartas de Ejecución").

SECCION 1.03. Agencias Administradoras y Ejecutoras. El Prestatario por este medio nombra a SEA como la Agencia Administradora para fines de ejecutar el Programa completo. SEA deberá nombrar como agencias ejecutoras las siguientes: SEA, el Banco Agrícola ("Banco AG"), Caminos Vecinales, y/o a cualquier otras agencias o instituciones que el Prestatario estime apropiado para efectuar el cabal y eficiente cumplimiento con los propósitos y fines del Préstamo ("Agencias Ejecutoras"). Estas agencias deberán desarrollar los diferentes Componentes, Sub-Componentes y Actividades del Programa, según se describe más ampliamente en el Anexo I. Nada de lo aquí expresado se entenderá como una prohibición al Prestatario de poder reasignar una actividad, que al presente esté asignada a una agencia ejecutora específica según se dispone en el Anexo I, a otra agencia ejecutora o entidad aceptable; disponiéndose, sin embargo, que dicha transferencia de actividades haya sido previamente aprobada por escrito por la A.I.D.

SECCION 1.04. Uso de Fondos Generados por Otra Asistencia de los Estados Unidos. El Prestatario deberá usar para el Programa en vez de dólares de los Estados Unidos que de otra manera serían desembolsados bajo el Préstamo para financiar el costo en moneda local del Programa, cualquier moneda que no sea dólares de los Estados Unidos que el Prestatario encuentre disponible después de la fecha del Acuerdo en relación con la asistencia (que no sea el Préstamo) provcida por los Estados Unidos al Prestatario, hasta el límite y para los propósitos que la A.I.D. y el Prestatario puedan acordar por escrito. Cualesquiera

de dichos fondos usados para el Programa deberá reducir el monto del Préstamo (hasta donde no haya sido entonces desembolsado) en una suma equivalente en dólares de los Estados Unidos computada desde la fecha del Acuerdo entre la A.I.D. y el Prestatario para el uso de tales fondos según la tarifa de cambio vigente al momento de hacerse disponible la moneda local.

ARTICULO II

Términos del Préstamo

SECCION 2.01. Interés. El Prestatario deberá pagar a la A.I.D. intereses que se acumularán al dos por ciento (2%) por año durante los primeros diez años después de la fecha del primer desembolso bajo este Acuerdo, y al tres por ciento (3%) por año de ahí en adelante sobre el balance pendiente del Capital y sobre cualquier interés vencido y no pagado. Intereses sobre el balance pendiente deberán acumularse desde la fecha de cada desembolso respectivo (como tal fecha es definida en la Sección 7.04), y deberán ser computados sobre la base de un año de 365 días. Los intereses deberán ser pagaderos semestralmente. El primer pago de intereses vencerá y será pagadero a más tardar seis (6) meses después del primer desembolso bajo este Acuerdo, en la fecha que especifique la A.I.D.

SECCION 2.02. Amortización. El Prestatario deberá amortizar a la A.I.D. el Capital dentro de cuarenta (40) años desde la fecha del primer desembolso bajo este Acuerdo en sesenta y un (61) pagos semestrales aproximadamente iguales de Capital e intereses. El primer pago de capital vencerá y será pagadero nueve años y medio (9-1/2) después del primer pago de intereses de acuerdo con la Sección 2.01. La

A.I.D. proveerá al Prestatario con una tabla de amortización de acuerdo con esta Sección después del desembolso final bajo este Préstamo.

SECCION 2.03. Aplicación, Moneda y Lugar de Pagos. Todos los pagos de intereses y Capital bajo este Acuerdo deberán ser hechos en dólares de los Estados Unidos y serán aplicados primero al pago de intereses vencidos y después para amortizar el Capital. A menos que la A.I.D. acordara otra cosa por escrito, todos dichos pagos deberán ser hechos a la Agencia para el Desarrollo Internacional, Cajero (SER/CONT), Washington, D. C. 20523, Estados Unidos de América, y se considerarán como efectuados cuando hayan sido recibidos por la Oficina del Cajero.

SECCION 2.04. Pago Anticipado. Al pagarse todos los intereses y los reembolsos vencidos, el Prestatario podrá pagar anticipadamente sin ningún otro cargo, todas o cualquier parte del Capital. Cualquier pago anticipado será aplicado a los pagos pendientes del Capital en orden inverso a su vencimiento.

SECCION 2.05. Renegociación de los Términos del Préstamo. A la luz de los compromisos asumidos por el Gobierno de los Estados Unidos de América y los demás signatarios del Acta de Bogotá y de la Carta de Punta del Este para forjar una Alianza para el Progreso, el Prestatario acuerda que negociará con la A.I.D. lo concerniente a la aceleración del reembolso del Préstamo en cualquier momento o momentos, según pueda requerirlo la A.I.D., en caso de que haya mejoría significativa en la economía interna y externa y posición financiera y perspectivas de la República Dominicana, tomando en consideración

los requerimientos relativos de capitales de la República Dominicana y de los otros signatarios del Acta de Bogotá y de la Carta de Punta del Este.

ARTICULO III

Requisitos Previos al Desembolso

SECCION 3.01. Requisitos Previos al Inicio de los Desembolsos. Con anterioridad al primer desembolso o a la emisión de la primera Carta de Compromiso bajo este Préstamo, el Prestatario deberá proveer a la A.I.D., en forma y substancia satisfactoria a la A.I.D..

(a) Una opinión del Consultor Jurídico del Prestatario o de otro consejero aceptable a la A.I.D. de que este Acuerdo ha sido propiamente autorizado y/o ratificado por y ejecutado en nombre del Prestatario y que constituye una obligación válida y legalmente obligatoria del Prestatario de acuerdo con todos sus términos; y

(b) Una declaración con los nombres de las personas que ostentan o actúan en representación del Prestatario según se especifica en la Sección 9.02, y un facsímil de la firma de cada persona descrita en dicha declaración.

SECCION 3.02. Requisitos Previos a los Desembolsos para el Sub-Componente de Recopilación y Evaluación de Datos. Con anterioridad a cualquier desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo para el Sub-Componente de Recopilación y Evaluación de Datos, la A.I.D. deberá haber recibido en forma y substancia satisfactoria a la A.I.D. un plan a tiempo-fase, para el establecimiento y operación del Centro de Documentación y Banco de Datos.

SECCION 3.03. Requisitos Previos al Desembolso para el Sub-Componente de Educación Profesional. Con anterioridad a cualquier desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo para el Sub-Componente de Educación Profesional, la A.I.D. deberá haber recibido en forma y sustancia satisfactoria a la A.I.D.:

(a) las guías a ser usadas por el Departamento de Investigaciones de SEA y el Comité Coordinador Universitario para la aprobación y financiamiento de las propuestas de investigación universitarias a efectuarse bajo la Actividad de Subvención para Investigación; y

(b) un plan estableciendo los arreglos de colaboración entre los Programas de Entrenamiento Vocacional y de Educación Profesional de SEA.

SECCION 3.04. Requisitos Previos a los Desembolsos para Ciertas Actividades del Sub-Componente de Desarrollo de Tecnología de Producción y Distribución.

(a) Con anterioridad a cualquier desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo con el propósito de financiar la Actividad denominada Programa de Coordinación de la Producción del Sub-Componente de Desarrollo de Tecnología de Producción y Distribución, la A.I.D. deberá haber recibido en forma y substancia satisfactoria a la A.I.D., un plan definiendo el fortalecimiento, reestructuración, establecimiento y operación de:

1. un Departamento de Producción dentro de la Sub-Secretaría de Investigación y Extensión de la SEA, u otra Sub-Secretaría de la SEA como pueda ser apropiado; y

2. comités multi-disciplinarios para las distintas cosechas

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seleccionadas para darle énfasis bajo el Programa.

(b) Con anterioridad a cualquier desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo con el propósito de financiar la Actividad denominada Investigación de Adaptación del Sub-Componente de Desarrollo de Tecnología de Producción y Distribución, la A.I.D. deberá haber recibido, en forma y substancia satisfactoria a la A.I.D. un plan estableciendo un cuerpo de especialistas de cosechas y mercancías.

(c) Con anterioridad a cualquier desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo con el propósito de financiar la Actividad denominada Materiales para la Multiplicación y Distribución de Semillas/Plantas del Sub-Componente de Desarrollo de Tecnología de Producción y Distribución, la A.I.D. deberá haber recibido, en forma y substancia satisfactoria a la A.I.D., una resolución de la SEA, estableciendo y poniendo en operación el Fondo Rotativo de Semillas, que deberá incluir las actividades a ser llevadas a cabo por los departamentos de Semillas y Crédito Supervisado, respectivamente.

(d) Con anterioridad a cualquier desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo con el propósito de financiar la Actividad denominada Programas de Producción de Alimentos del Sub-Componente de Desarrollo de Tecnología de Producción y Distribución, la A.I.D. deberá haber recibido, en forma y substancia satisfactoria a la A.I.D., un plan completo de trabajo para la ejecución de esta Actividad, que incluya los arreglos administrativos y financieros con respecto a la distribución de dichos programas, el criterio para la selección de los recipientes; el área geográfica a ser servida; y el arreglo, si alguno, con productores privados.

SECCION 3.05. Requisitos Previos a los Desembolsos para la Actividad denominada Centros de Servicios Rurales. Con anterioridad a cualquier desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo con el propósito de financiar la Actividad denominada Centros de Servicios Rurales del Sub-Componente de Servicios Agrícolas, la A.I.D. deberá haber recibido, en forma y substancia satisfactoria a la A.I.D., un plan de ejecución, que incluya arreglos administrativos y financieros, organización, criterios para la selección de los lugares y criterios para ser usados en la selección de las entidades participantes.

SECCION 3.06. Requisitos Previos al Desembolso para el Sub-Componente de Infraestructura Rural. Con anterioridad a cualquier desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo, con el propósito de financiar el Sub-Componente de Infraestructura Rural, la A.I.D. deberá haber recibido en forma y substancia satisfactoria a la A.I.D., un plan detallado estableciendo:

(a) los criterios a seguir:

(1) para seleccionar las comunidades que habrán de recibir ayuda; y

(2) para seleccionar y aprobar las diferentes categorías de proyectos a ser ejecutados;

(b) los procedimientos para los desembolsos; y

(c) los requisitos para la rendición de informes.

SECCION 3.07. Requisito Previo al Desembolso Subsiguiente. Con anterioridad a cualquier desembolso o a la emisión de cualquier documento de compromiso bajo el Préstamo para financiar el Sub-Componente de Crédito Agrícola en exceso de $2,390,000, la A.I.D. deberá haber recibido en forma y substancia satisfactoria a la

A.I.D., prueba de que el Prestatario ha revisado y evaluado la política y práctica crediticia del Banco Ag.

SECCION 3.08. Plazo Final para el Cumplimiento de los Requisitos Previos a Desembolsos.

(a) Si todos los requisitos previos requeridos en la Sección 3.01 no han sido cumplidos dentro de los ciento veinte (120) días siguientes a la firma de este Acuerdo o en cualquier fecha posterior que la A.I.D. acuerde por escrito, la A.I.D., a su opción, podrá terminar este Acuerdo dando aviso por escrito al Prestatario. Al dar dicho aviso, este Acuerdo y todas las obligaciones de las partes contratantes finalizarán.

(b) Si todos los requisitos previos requeridos en las Secciones 3.02 hasta la 3.06 no han sido cumplidos dentro de los ciento ochenta (180) días siguientes a la firma de este Acuerdo o en cualquier fecha posterior que la A.I.D. acuerde por escrito, la A.I.D., a su opción, podrá cancelar entonces el balance del Préstamo no desembolsado asignado para uso en el Sub-Componente del Préstamo (o Actividad) o Sub-Componentes del Préstamo (o Actividades) para el(los) o la(las) cual(cuales) los requisitos previos no fueron cumplidos, o puede finalizar este Acuerdo dando aviso por escrito al Prestatario. En caso de terminación, al notificársele, el Prestatario deberá inmediatamente pagar el balance pendiente de Capital y deberá pagar cualquier interés vencido, y al recibo del pago completo, este Acuerdo y todas las obligaciones de las partes contratantes finalizarán.

SECCION 3.09. Notificación del Cumplimiento de los Requisitos Previos al Desembolso. La A.I.D. le notificará al Prestatario, tan pronto como lo haya determinado, que los requisitos previos al

desembolso especificados en las Secciones 3.01 hasta la 3.07 han sido cumplidas.

ARTICULO IV

Pactos y Garantías Generales

SECCION 4.01. Ejecución del Programa

(a) El Prestatario deberá llevar a cabo el Programa con la debida diligencia y eficiencia, y de conformidad con sanas prácticas de ingeniería, construcción, financieras, administrativas, de planeamiento, y dirección. En relación a ésto, el Prestatario deberá utilizar en todo momento consultores y otro personal para el Programa debidamente calificados y con experiencia.

(b) El Prestatario deberá hacer ejecutar el Programa de conformidad con todos los planes, documentos, especificaciones, contratos, itinerarios, declaraciones y demás arreglos, y con todas las modificaciones a los mismos, aprobados por la A.I.D. de conformidad con este Acuerdo.

SECCION 4.02. Continuidad de Consultas. El Prestatario y la A.I.D. deberán cooperar plenamente para asegurar que el propósito del Préstamo sea logrado. A este fin, el Prestatario y la A.I.D. deberán, de vez en cuando, y a solicitud de cualquiera de las partes, intercambiar a través de sus representantes, puntos de vista relativos al progreso del Programa, el cumplimiento por parte del Prestatario y las Agencias Ejecutoras de sus obligaciones bajo este Acuerdo, de los consultores, contratistas y abastecedores comprometidos con el Programa, y otros asuntos relativos al Programa.

SECCION 4.03. Administración. El Prestatario proveerá para el manejo del Programa una administración calificada y de experiencia aceptable a la A.I.D., y entrenerá a tales funcionarios como sea apropiado para el mantenimiento y operación del Programa.

SECCION 4.04. Operación y Mantenimiento. El Prestatario deberá operar, mantener y reparar las facilidades construídas de conformidad con sanas prácticas de ingeniería, financieras y administrativas, y en tal forma que asegure el logro progresivo y exitoso de los propósitos del Préstamo.

SECCION 4.05. Impuestos. Este Acuerdo, el Préstamo, y cualquier evidencia de deuda contraída en relación con este Acuerdo, estarán libres de, así como el Capital y los intereses serán pagados sin deduccción y estarán libres de, cualquier impuesto o tarifa impuestos bajo las leyes vigentes en la República Dominicana. La ratificación de este Acuerdo por el Congreso de la República Dominicana constituirá la aprobación y autorización del Congreso para la inclusión de dichas exenciones en los contratos que se financiarán bajo este Acuerdo, y no se requerirá ninguna otra aprobación o autorización del Congreso para los contratos que incluyan tales exenciones. Sin embargo, y hasta el grado que (a) cualquier contratista, incluyendo cualquier firma consultora, y cualquier personal de dichos contratistas financiados con fondos del Programa y cualquier propiedad o transacciones relacionadas con tales contratos, y (b) cualquier transacción de compra de mercancía financiada con fondos del Programa no sean exonerados de impuestos identificables, tarifas, derechos y otros arbitrios aplicados bajo las leyes vigentes en el país del Prestatario, el Prestatario deberá, como y hasta los límites establecidos en y de conformidad con las Cartas de Ejecución,

pagar o reembolsar éstos bajo la Sección 5.01 de este Acuerdo con otros fondos que no sean los proveídos bajo este Préstamo.

SECCION 4.06. Utilización de Bienes y Servicios.

(a) Los bienes y servicios financiados bajo este Préstamo se utilizarán exclusivamente para el Programa, a menos que el Prestatario y la A.I.D. lo convengan de otro modo por escrito. Al terminar el Programa, o en cualquier otro momento en que los bienes financiados bajo el Préstamo no puedan emplearse provechosamente para el Programa, el Prestatario podrá usar o disponer de dichos bienes en tal forma como la A.I.D. pueda acordar por escrito con anterioridad a dicho uso o disposición.

(b) A menos que la A.I.D. lo convenga de otro modo por escrito, ningún bien o servicio financiado bajo el Préstamo será utilizado para promover o ayudar algún programa o actividad de asistencia extranjera asociado con o financiado por algunos de los países no incluídos en el Código 935 del Código Geográfico de la A.I.D. vigente a la fecha de su uso.

SECCION 4.07. Revelación de Hechos y Circunstancias Materiales. El Prestatario afirma y garantiza que todos los hechos y circunstancias revelados por él o que ha hecho que le sean revelados a la A.I.D. en el curso de la obtención del Préstamo son exactos y completos y que ha revelado a la A.I.D. exacta y cabalmente todos los hechos y circunstancias que materialmente podrían afectar el Programa y el cumplimiento de sus obligaciones bajo el Acuerdo. El Prestatario deberá informar prontamente a la A.I.D. de cualquier hecho y circunstancia

que pudiera surgir en lo adelante pudiendo afectar materialmente el Programa o de los cuales se pudiera creer razonablemente que podrían afectar materialmente el Programa o el cumplimiento de las obligaciones del Prestatario bajo este Acuerdo.

SECCION 4.08. Comisiones, Honorarios y Otros Pagos.

(a) El Prestatario conviene y garantiza que en relación con la obtención del Préstamo o a cualquier acción tomada bajo o con respecto al Acuerdo no ha pagado ni será pagado ni se ha convenido en que sea pagado por ninguna persona o entidad, comisiones, honorarios, u otros pagos a excepción de compensación ordinaria a los funcionarios y empleados permanentes del Prestatario, o como compensación por servicios bona-fide profesionales, técnicos, o de igual índole. El Prestatario deberá informar prontamente a la A.I.D. sobre cualquier pago o convenio para pagar por servicios bona-fide profesionales, técnicos o de igual índole en los cuales sea parte, o tenga conocimiento (indicando si dicho pago ha sido efectuado o se va a efectuar en calidad de imprevisto) y si la suma de cualesquiera de dichos pagos es considerada irrazonable por la A.I.D., la misma será ajustada a satisfacción de la A.I.D.

(b) El Prestatario garantiza y conviene en que ni se han recibido ni serán recibidos pagos por el Prestatario o funcionarios del Prestatario en relación con la obtención de bienes y servicios financiados bajo este Acuerdo, o a excepción de honorarios, impuestos u otros pagos similares legalmente establecidos en el país del Prestatario.

SECCION 4.09. Mantenimiento y Auditoría de los Registros. El Prestatario deberá mantener o hacer que las Agencias Ejecutoras mantengan libros y registros relativos al Programa y a este Acuerdo de conformidad con sanos principios y prácticas de contabilidad aplicados consistentemente. Tales libros y registros deberán demostrar adecuadamente, sin limitación:

(a) Desembolso del Prestatario y contribución de la A.I.D. a la Cuenta Especial Separada del Programa (CESP) a ser establecida según se indica en las Cartas de Ejecución;

(b) Desembolsos hechos de la CESP a SEA y a las otras Agencias Ejecutoras;

(c) El recibo y el uso de los fondos desembolsados a SEA y a las Agencias Ejecutoras de conformidad con este Acuerdo;

(d) La naturaleza y magnitud de licitaciones de posibles suplidores de bienes y servicios adquiridos;

(e) Las bases para adjudicar contratos y ordenes a licitadores exitosos; y

(f) El progreso del Programa.

Dichos libros serán auditados regularmente de conformidad con sanas normas de auditoría por el período de tiempo y a los intervalos que la A.I.D. exija, y serán mantenidos por cinco años a partir de la fecha del último desembolso de la A.I.D., o hasta que todas las sumas adeudadas a la A.I.D. hayan sido pagadas, cualesquiera de las fechas que ocurra primero.

SECCION 4.10. Informes. El Prestatario acuerda suministrar, o hacer que se suministre a la A.I.D. toda aquella información relativa al Préstamo y al Programa que la A.I.D. pudiera solicitar.

SECCION 4.11. Inspecciones. Los representantes autorizados de la A.I.D. tendrán en todo momento el derecho de inspeccionar en momentos razonables, el Programa, la utilización de todos los bienes, establecimientos, y servicios financiados bajo el Préstamo o por la contribución del Prestatario, y los libros, registros y cualesquiera otros documentos del Prestatario y de las Agencias Ejecutoras relativos al Programa y al Préstamo. El Prestatario deberá cooperar con la A.I.D. para facilitar dichas inspecciones y deberá permitir a los representantes de la A.I.D. visitar cualquier parte del país del Prestatario para fines relativos al Préstamo.

ARTICULO V

Pactos y Garantías Especiales

SECCION 5.01. Contribución del Prestatario al Programa. El Prestatario contribuirá al Programa, de manera satisfactoria a la A.I.D., no menos del equivalente en moneda Dominicana de $15,000,000, o una suma tal que pueda ser aceptable a la A.I.D., y todos los otros recursos que requiera la puntual y efectiva realización del Programa.

ARTICULO VI

Adquisiciones

SECCION 6.01. Adquisiciones de los Países Seleccionados del Mundo Libre. A menos que la A.I.D. acordara lo contrario por escrito y excepto como provee la sub-sección 6.08 (c) en relación con el seguro marítimo, los desembolsos hechos de acuerdo a la Sección 7.01 serán usados exclusivamente para financiar la adquisición para el Programa de bienes y servicios que tengan su fuente y origen en los países incluidos en el Código 941 del Código Geográfico de la A.I.D.

vigente en el momento en que se coloquen los pedidos o se firmen los contratos para tales bienes y servicios ("Bienes y Servicios Seleccionados del Mundo Libre"). Todos los embarques marítimos financiados bajo el Préstamo deberán tener tanto su fuente como su origen in países incluídos en el Código 941 del Código Geográfico de la A.I.D. vigente al momento del embarque.

SECCION 6.02. Adquisición en la República Dominicana. Los desembolsos hechos de acuerdo a la Sección 7.02 serán usados exclusivamente para financiar la adquisición para el Programa de bienes y servicios que tengan ambos su fuente y origen en la República Dominicana.

SECCION 6.03. Fecha de Elegibilidad. A menos que la A.I.D. acordara otra cosa por escrito, ningún bien o servicio podrá financiarse con este Préstamo si ha sido adquirido conforme a órdenes o contratos colocados firmemente o convenidos con anterioridad a la fecha de vigencia de este Acuerdo.

SECCION 6.04. Bienes y Servicios No Financiados Bajo el Préstamo. Los bienes y servicios adquiridos para el Programa, pero que no estén financiados por el Préstamo, deberán tener su fuente y origen en los países incluídos en el Código 935 del Libro de Códigos Geográficos de la A.I.D. en vigencia al tiempo en que se coloquen los pedidos para la adquisición de dichos bienes y servicios.

SECCION 6.05. Ejecución de los Requisitos de Adquisición. Las definiciones aplicables a los requisitos de elegibilidad de las Secciones 6.01, 6.02, y 6.04 serán establecidas en detalle en las Cartas de Ejecución.

SECCION 6.06. Planos, Especificaciones, y Contratos.

(a) A menos que la A.I.D. acordara lo contrario por escrito,

el Prestatario deberá suministrar a la A.I.D. prontamente después de su preparación todos los planos, especificaciones, planes de construcción, documentos de concurso y contratos relativos al Programa y cualquier modificación a los mismos, sea o no que los bienes y servicios a que ellos se refieren estén financiados bajo el Préstamo.

(b) A menos que la A.I.D. acordara lo contrario por escrito, todos los planos, especificaciones y planes de construcción suministrados de acuerdo con la sub-sección (a) de más arriba, deberán ser aprobados por escrito por la A.I.D.

(c) Todos los documentos de concurso y documentos relacionados con la solicitud de proposiciones sobre bienes y servicios financiados por el Préstamo deberán ser aprobados por la A.I.D. por escrito antes de su emisión. Todos los planos, especificaciones y otros documentos relacionados con bienes y servicios financiados por el Préstamo deberán estar sujetos a los términos de las normas y medidas usadas en los Estados Unidos, a menos que la A.I.D. acordara lo contrario por escrito.

(d) Los siguientes contratos financiados bajo el Préstamo deberán ser aprobados por la A.I.D. por escrito antes de su ejecución:

(1) contratos para ingeniería y otros servicios profesionales,

(2) contratos para servicios de construcción,

(3) contratos para cualesquiera otros servicios que la A.I.D., pueda especificar, y

(4) contratos para cualesquiera equipos y materiales como la A.I.D. pueda especificar.

En el caso de cualquiera de los contratos para servicios arriba descritos, la A.I.D. deberá aprobar también por escrito el

contratista y el personal bajo las órdenes del contratista que la A.I.D. especifique. Modificaciones materiales en cualquiera de dichos contratos y cambio de dicho personal deberán también ser aprobados por la A.I.D. por escrito antes de que sean efectivos.

(e) Las firmas consultoras usadas por el Prestatario para el Programa pero no financiadas por el Préstamo, el alcance de sus servicios y del personal que asigne al Programa como la A.I.D. pueda especificar, así como contratistas de construcción usados por el Prestatario para el Programa pero no financiados por el Préstamo deberán ser aceptables a la A.I.D.

SECCION 6.07. Precio Razonable. Por ninguno de los bienes y servicios financiados total o parcialmente con el Préstamo, se pagarán precios que no fueren razonables, como a cabalidad lo describen las Cartas de Ejecución. Dichos artículos serán obtenidos a base de concursos justos y, excepto por los servicios profesionales, en bases competitivas de conformidad con los procedimientos prescritos en las Cartas de Ejecución.

SECCION 6.08. Embarque y Seguro.

(a) Los Bienes de los Países Seleccionados del Mundo Libre y financiados bajo este Préstamo deberán transportarse al país del Prestatario solamente en buques de países incluídos en el Código 935 del Libro de Códigos Geográficos de la A.I.D. en vigencia cuando se efectúe el embarque.

(b) A menos que la A.I.D. haya determinado que barcos comerciales privados de bandera de los Estados Unidos de América no estén disponibles a precio justo y razonable para tales barcos:

(1) Por lo menos el cincuenta por ciento (50%) del tonelaje bruto de todos los Bienes de los Países Seleccionados del Mundo Libre y financiados por este Préstamo que sean transportados en embarcaciones marítimas desde puertos de los Estados Unidos de América (computados separadamente para barcos de bultos secos, barcos de carga seca, y barcos tanques) deberá ser transportado en barcos comerciales de propiedad privada de bandera de los Estados Unidos de América, y por lo menos el cincuenta por ciento (50%) del total de los ingresos brutos de fletes generados por los embarques marítimos de los Bienes de los Países Seleccionados del Mundo Libre financiados bajo el Préstamo y transportados en barcos de carga seca desde puertos de los Estados Unidos de América deberá ser pagado a o para beneficio de barcos comerciales de propiedad privada con bandera de los Estados Unidos de América, y

(2) Por lo menos el cincuenta por ciento (50%) del tonelaje bruto de todos los Bienes de los Países Seleccionados del Mundo Libre y financiados por este Préstamo que sean transportados en embarcaciones marítimas desde puertos que no sean de los Estados Unidos de América (computados separadamente para barcos de bultos secos, barcos de carga seca, y barcos tanques) deberán ser transportados en barcos comerciales de propiedad privada de bandera de los Estados Unidos de América, y por lo menos el cincuenta por ciento (50%) del total de los ingresos de flete generados por los embarques marítimos de los Bienes Seleccionados del Mundo

Libre financiados bajo el Préstamo y transportados en barcos de carga seca de puertos que no sean de los Estados Unidos de América deberá ser pagado o a para beneficio de barcos comerciales de propiedad privada con bandera de los Estados Unidos de América.

(c) El seguro marítimo sobre Bienes de los Países Seleccionados del Mundo Libre puede ser financiado bajo el Préstamo con desembolsos hechos de acuerdo con la Seccion 7.01, siempre que (i) tal seguro sea colocado a la tasa disponible competitiva más baja en la República Dominicana o en un país incluído en el Código 941 del Libro de Códigos Geográficos de la A.I.D. vigente al momento de la colocación del seguro, y (ii) reclamaciones por ese concepto serán pagaderas en moneda de libre cambio. Si en relación con la colocación del seguro marítimo sobre embarques financiados bajo la legislación de los Estados Unidos que autoriza a ayudar a otras naciones, el país del Prestatario por legislación, decreto, reglamento o regulación favorece a cualquier compañía de seguros marítimos de cualquier país sobre cualquier compañía de seguros marítimos autorizada a efectuar este negocio en cualquier estado de los Estados Unidos, todos los Bienes de los Países Seleccionados del Mundo Libre financiados bajo el Préstamo deberán, durante la vigencia de tal discriminación, estar asegurados contra riesgos marítimos en los Estados Unidos con una compañía o compañías autorizadas a operar en seguros marítimos en cualquier estado de los Estados Unidos de América.

(d) El Prestatario deberá asegurar o hará asegurar todos los Bienes de los Países Seleccionados del Mundo Libre y financiados bajo este Préstamo contra todos los riesgos relacionados con su tránsito

al lugar en el cual van a ser utilizados en el Programa. Dicho seguro debe ser emitido con términos y condiciones conforme a sanas prácticas de comercio, deberá asegurar el valor total de los bienes financiados y deberá ser pagadero en la misma moneda que fueron financiados los bienes o en cualquier moneda que sea libremente cambiable. Cualquier indemnización recibida por el Prestatario bajo dicho seguro deberá ser usada para reponer o reparar cualquier daño material o cualquier pérdida de los bienes asegurados, o deberá ser usada para reembolsar al Prestatario por cualquier reemplazo o reparación de dichos bienes. Cualquier reemplazo deberá tener su fuente y origen en los países incluídos en el Código 941 del Libro del Código Geográfico de la A.I.D. en vigencia en el momento de comprar dichos bienes y estará de lo contrario sujeto a las estipulaciones de este Acuerdo.

SECCION 6.09. Notificación a Abastecedores Potenciales. A fin de que todas las firmas de los Estados Unidos tengan la oportunidad de participar en el suministro de bienes y servicios financiados por el Préstamo, el Prestatario deberá suministrar a la A.I.D. la información pertinente y en las ocasiones en que la A.I.D. pueda solicitar las mismas en Cartas de Ejecución.

SECCION 6.10. Propiedades en Exceso del Gobierno de los Estados Unidos. El Prestatario deberá utilizar, con respecto a bienes financiados bajo este Préstamo sobre los cuales el Prestatario adquiera título de propiedad en el momento de adquisición, las Propiedades Reacondicionadas Pertenecientes al Gobierno de los Estados Unidos conforme a los requisitos del Programa, y que se encuentren disponibles dentro de un tiempo razonable. El Prestatario deberá solicitar asistencia de la A.I.D., y la A.I.D. deberá asistir al Prestatario en precisar la dispo-

nibilidad de y en obtener dichas Propiedades en Exceso. La A.I.D. hará los arreglos necesarios para cualquier inspección de dichas propiedades por el Prestatario o su representante. El costo de la inspección y de la adquisición, y todos los gastos incidentales a la transferencia al Prestatario de tales Propiedades en Exceso, pueden ser financiados bajo este Préstamo. Con anterioridad a la adquisición de cualesquiera bienes, que no sean Propiedades en Exceso, financiados bajo este Préstamo, y después de haber solicitado la asistencia de la A.I.D., el Prestatario deberá indicar a la A.I.D. por escrito, basado en la información disponible en el momento, que dichos bienes no están disponibles de las Propiedades en Exceso Reacondicionadas del Gobierno de los Estados Unidos a tiempo, o que los bienes que están disponibles no son técnicamente apropiados para usarse en el Programa.

SECCION 6.11. Información y Marca. El Prestatario deberá dar publicidad al Préstamo y al Programa como un programa de asistencia de los Estados Unidos en promoción de los objetivos de la Alianza para el Progreso, identificará las obras de construcción, y marcará e identificará los bienes financiados por el Préstamo como lo estipulan las Cartas de Ejecución.

ARTICULO VII

Desembolsos

SECCION 7.01. Desembolsos para Costos en Dólares de los Estados Unidos - Cartas de Compromiso con Bancos de los Estados Unidos. Al cumplirse los requisitos previos, el Prestatario podrá solicitar ocasionalmente a la A.I.D. la emisión de Cartas de Compromiso por cantidades específicas a favor de uno o más bancos de los Estados Unidos, satisfactorios a la A.I.D., comprometiéndose la A.I.D. a reembolsar a tal banco o bancos por los pagos efectuados

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por ellos a los contratistas y abastecedores, mediante Cartas de Crédito u otra forma, por los Costos en Dólares de bienes y servicios adquiridos para el Programa de acuerdo a los términos y condiciones de este Acuerdo. Los pagos del banco al contratista o al abastecedor serán hechos por el banco mediante presentación de la documentación necesaria que la A.I.D. indique en sus Cartas de Compromiso y Cartas de Ejecución. Los costos bancarios incurridos en relación con Cartas de Compromiso y Cartas de Crédito serán por cuenta del Prestatario y podrán ser financiados por el Préstamo.

SECCION 7.02. Desembolsos para Costos en Moneda Local. Una vez que sean satisfechos los requisitos previos, el Prestatario puede ocasionalmente solicitar a la A.I.D. una cantidad en moneda local para Costos en Moneda Local de bienes y servicios para el Programa de acuerdo con los términos y condiciones de este Acuerdo, sometiendo a la A.I.D. la documentación que la A.I.D. requiera en las Cartas de Ejecución. La A.I.D. deberá efectuar dichos desembolsos en moneda local del país del Prestatario pertenecientes al Gobierno de los Estados Unidos y obtenidos por la A.I.D. con dólares de los Estados Unidos. El equivalente en dólares de los Estados Unidos de la moneda local disponible bajo este Acuerdo será la cantidad de dólares de los Estados Unidos requeridos por la A.I.D. para obtener la moneda local del país del Prestatario.

SECCION 7.03. Otras Formas de Desembolsos. Los desembolsos del Préstamo podrán también efectuarse por otros medios acordados por escrito entre el Prestatario y la A.I.D.

SECCION 7.04. Fecha de Desembolso. Los desembolsos efectuados por la A.I.D. se considerarán hechos (a) en el caso de desembolsos de

acuerdo a la Sección 7.01 en la fecha en que la A.I.D. efectúe un desembolso al Prestatario, su designado, o a una institución bancaria de acuerdo a una Carta de Compromiso, y (b) en el caso de desembolsos de acuerdo a la Sección 7.02, en la fecha en que la A.I.D. desembolse la moneda local al Prestatario o a su designado.

SECCION 7.05. Plazo Final para Desembolsos. A menos que la A.I.D. acordara otra cosa por escrito, ninguna Carta de Compromiso u otros documentos de compromiso que podrían ser requeridos por otra clase de desembolso bajo la Sección 7.03 o enmiendas a la misma será emitida como resultado de solicitudes recibidas por la A.I.D. después de transcurridos dos años y seis meses subsiguiente a la fecha en que los requisitos previos al desembolso inicial se hayan cumplidos; y ningún desembolso se efectuará contra documentos recibidos por la A.I.D. o por cualquier banco descrito en la Sección 7.01 después de transcurridos tres años de haberse cumplido los requisitos previos al desembolso inicial ("Plazo Final"). La A.I.D., a su opción, podrá en cualquier momento o momentos después del Plazo Final reducir el Préstamo en su totalidad o en cualquier parte del mismo por la cual no se haya recibido documentación a dicha fecha.

ARTICULO VIII

Cancelación y Suspensión

SECCION 8.01. Cancelación por Parte del Prestatario. El Prestatario podrá, mediante notificación por escrito a la A.I.D., cancelar con el previo consentimiento por escrito de la A.I.D. cualquier parte del Préstamo (i) que antes del envío de dicha notificación la A.I.D. no haya desembolsado u obligado su desembolso, o (ii) que no haya sido utilizado mediante la emisión de Cartas de

Crédito irrevocables o mediante pagos bancarios que no sean hechos bajo Cartas de Crédito irrevocables.

SECCION 8.02. Casos de Incumplimiento; Aceleración. Si ocurriera uno o más de los siguientes casos ("Casos de Incumplimiento"):

(a) Que el Prestatario dejara de pagar a su vencimiento cualquier interés o cuota del Capital requerido bajo este Acuerdo;

(b) Que el Prestatario faltare al cumplimiento de cualquier otra condición de este Acuerdo, incluyendo pero sin limitarse a ello, la obligación de llevar a cabo el Programa con la debida diligencia y eficiencia.

(c) Que el Prestatario faltare al pago a su vencimiento de cualquier interés o cuota del Capital, o cualquier otro pago bajo cualquier otro acuerdo de préstamo, o cualquier otro acuerdo entre el Prestatario o cualquiera de sus agencias y la A.I.D. o cualquiera de sus agencias anteriores, entonces la A.I.D. puede, a su opción, informar por escrito al Prestatario que todo o cualquier parte del Capital ha sido declarado vencido y debe ser pagado a la A.I.D. en sesenta (60) días a partir de la fecha de notificación y, a menos que el Caso de Incumplimiento sea corregido dentro de esos sesenta (60) días:

(1) Dicho Capital adeudado y no pagado y cualquier interés devengado se tendrá por vencido y deberá ser pagado inmediatamente; y

(2) La cantidad de cualesquiera otros desembolsos pendientes de pago hechos bajo Cartas de Crédito irrevocables será declarada vencida y será pagadera al momento de ser efectuada.

SECCION 8.03. Suspensión de Desembolsos. En caso de que en cualquier momento:

(a) Ocurra un Caso de Incumplimiento.

(b) Ocurra un caso que la A.I.D. considere como una situación extraordinaria que hiciese improbable que los propósitos de este Préstamo pudieran realizarse, o que el Prestatario no pueda cumplir con sus obligaciones con este Acuerdo; o

(c) Cualquier desembolso por la A.I.D. fuese violatorio de la ley que gobierna a la A.I.D.,

(d) El Prestatario faltare al pago de cualquier interés devengado o cuota del Capital vencido, o cualquier otro pago requerido bajo cualquier otro acuerdo de préstamo, o cualquier convenio de garantía, o cualquier otro acuerdo entre el Prestatario o cualquiera de sus agencias y el Gobierno de los Estados Unidos o cualquiera de sus agencias;

Entonces la A.I.D. podrá, a su opción:

(1) Suspender o cancelar documentos obligatorios pendientes hasta el grado en que no hayan sido utilizados mediante la emisión de Cartas de Crédito irrevocables o mediante pagos bancarios efectuados de otra manera que no sean Cartas de Crédito irrevocables, en cuyo caso la A.I.D. notificará al Prestatario inmediatamente después;

(2) Declinar hacer desembolsos que no sean los cubiertos por documentos de compromiso pendientes;

(3) Declinar emitir documentos de compromiso adicionales; y

(4) Hacerse cargo, a su propio costo, de los títulos de propiedad de los bienes financiados bajo este

Préstamo, que sean transferidos a la A.I.D. si los bienes provienen de una fuente fuera del país del Prestatario, se encuentran en estado de entrega, y no han sido descargados en puertos de entrada del país del Prestatario. Cualquier desembolso hecho o por hacerse bajo este Préstamo relacionado con la transferencia de estos bienes será deducido del Capital.

SECCION 8.04. Cancelación por Parte de la A.I.D. A continuación de cualquier suspensión de desembolso de conformidad con la Sección 8.03, si la causa o causas que motivaron dicha suspensión de desembolsos no han sido eliminadas o corregidas dentro de los siguientes sesenta (60) días a partir de la fecha de tal suspensión, la A.I.D. puede, a su opción, en cualquier momento de ahí en adelante, cancelar todo o cualquier parte del Préstamo que no hubiere sido desembolsado o sujeto a Cartas de Crédito irrevocables.

SECCION 8.05. Efectividad Contínua del Acuerdo. No obstante cualquier cancelación, suspensión de desembolso o aceleración de pago de amortizaciones, las disposiciones de este Acuerdo deberán continuar con toda fuerza hasta que se efectúe el pago total a la A.I.D. del Capital y cualquier interés vencido y acumulado bajo este Acuerdo.

SECCION 8.06. Reembolsos.

(a) En el caso de cualquier desembolso que no esté respaldado por documentación válida de conformidad con los términos de este Acuerdo, o que no haya sido hecho o usado de conformidad con los términos de este Acuerdo, la A.I.D., a pesar de la disponibi-

lidad o ejercicio de cualquier otra acción prevista por este Acuerdo, puede requerir al Prestatario que reembolse a la A.I.D. tal cantidad en dólares de los Estados Unidos dentro de treinta (30) días a partir de la fecha de recibo del requerimiento. Tal cantidad deberá ser aplicada, primero para el costo de bienes y servicios adquiridos para el Programa de conformidad con los términos de este Acuerdo, por la cantidad justificada; el resto, si alguno, deberá ser aplicado a las amortizaciones del Capital, pagaderos a la A.I.D. en orden inverso a su vencimiento, y la cantidad del Préstamo deberá ser reducida por la cantidad pagada. Sin tomar en cuenta cualquier otra estipulación de este Acuerdo, el derecho de la A.I.D. a solicitar un reembolso con respecto a cualquier desembolso bajo el Préstamo deberá continuar por los cinco años subsiguientes a la fecha de dicho desembolso.

(b) En el caso de que la A.I.D. reciba un reembolso de cualquier contratista, abastecedor, o institución bancaria, o de cualquier otra tercera parte en relación con el Préstamo, y tal reembolso se relaciona con precios no razonables de bienes o servicios, o a bienes que no estuvieran de acuerdo con las especificaciones, o a servicios inadecuados, la A.I.D. aplicará tal reembolso disponible, primero, al costo de bienes y servicios adquiridos para el Programa de conformidad con el Acuerdo hasta por la cantidad justificada, y el sobrante será aplicado al pago de las amortizaciones restantes del Capital en un orden inverso a su vencimiento y la suma del Préstamo deberá ser reducida por la cantidad pagada.

SECCION 8.07. Gastos de Recaudación. Todos los gastos razonables incurridos por la A.I.D., exceptuando los salarios de su personal, en relación con la recaudación de cualquier reembolso o en relación con la recaudación de cantidades adeudadas a la A.I.D. por haber ocurrido cualquiera de los casos especificados en la Sección 8.02, podrán ser cargados al Prestatario y reembolsados a la A.I.D. según la A.I.D. lo especifique.

SECCION 8.08. Recursos No Renunciables. Ninguna demora en el ejercicio u omisión de ejercer cualquier derecho, poder, o recurso otorgado a la A.I.D. bajo este Acuerdo será interpretado como una renuncia de dichos recursos, poderes o derechos.

ARTICULO IX

Varios

SECCION 9.01. Comunicaciones. Cualquier aviso, solicitud, comunicación, o documento entregado, hecho o enviado por el Prestatario o la A.I.D. de conformidad con este Acuerdo, será hecho por escrito o por telegrama, cable o radiograma y se considerará como debidamente entregado, hecho o enviado a la parte a quien va dirigida cuando haya sido entregado en sus manos, por correo, telegrama, cable o radiograma a dicha parte en las siguientes direcciones:

AL PRESTATARIO:

Dirección Postal	Secretaría de Estado de Agricultura Centro de los Héroes Santo Domingo, República Dominicana
Dirección Cablegráfica	Secretaría de Agricultura Santo Domingo, R. D.

A LA A.I.D..

Dirección Postal	Misión de la A.I.D. para la República Dominicana Santo Domingo, República Dominicana

Dirección Cablegráfica: USAID Santo Domingo

Estas direcciones podrán ser substituidas por otras previo aviso a las partes indicadas anteriormente. Toda comunicación, documento o solicitud que sea enviada a la A.I.D. conforme a este Acuerdo, deberá ser escrita en inglés, excepto que la A.I.D. acordara otra cosa por escrito.

SECCION 9.02. Representantes. Para todos los propósitos relacionados con este Acuerdo, el Prestatario será representado por la persona que ocupe o actúe en la posición de Secretario de Estado de Agricultura, y la A.I.D. será representada por la persona que ocupe o actúe en la posición de Director de la Misión de la A.I.D. en la República Dominicana. Dichas personas tendrán la autoridad de designar por escrito representantes adicionales. En el caso de una substitución u otra designación de un representante de conformidad con este Acuerdo, el Prestatario deberá someter un certificado del nombre del representante y un facsimil de su firma en forma y substancia satisfactorias a la A.I.D. Hasta que la A.I.D. reciba por escrito la notificación de la revocación de la autoridad de cualquiera de los representantes legalmente autorizados del Prestatario designados de acuerdo a este Sección, la A.I.D. aceptará la firma de dicho representante o representantes como evidencia concluyente de que cualquier acción efectuada por dichos instrumentos está legalmente autorizada.

SECCION 9.03. Cartas de Ejecución. La A.I.D. de vez en cuando emitirá Cartas de Ejecución, las cuales prescribirán los procedimientos que se aplicarán en relación a la ejecución de este Acuerdo.

SECCION 9.04. Pagarés. En cualquier momento o momentos que la A.I.D. así lo solicite, el Prestatario deberá emitir pagarés o cualquier otra evidencia de deuda con respecto al Préstamo, en tal

forma que contenga los términos de dichos adeudos, amparados por las opiniones legales que la A.I.D. pudiera rezonablemente solicitar.

SECCION 9.05. Versiones en Castellano e Inglés. En caso de que las partes de este Acuerdo también formalicen el Acuerdo en castellano, en caso de ambiguedad o conflicto entre la versión en ingés y la versión en castellano, la versión en inglés de este Acuerdo prevalecerá.

SECCION 9.06. Cancelación del Pago Total. Después del pago total adeudado a la A.I.D. del Capital y de cualquier interés acumulado, este Acuerdo y todas las obligaciones del Prestatario y de la A.I.D. bajo este Acuerdo de Préstamo se darán por terminadas.

EN FE DE LO CUAL, el Prestatario y los Estados Unidos de América, actuando cada uno por medio de sus respectivos representantes debidamente autorizados, han convenido que este Acuerdo sea firmado en sus nombres y entregado en el día y año señalados en el comienzo de este documento.

POR EL GOBIERNO DE LA REPUBLICA DOMINICANA:

Por: _____
Dr. Joaquín Balaguer
Título: Presidente

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA:

Por: _____
Robert A. Hurwitch
Título: Embajador

Por: _____
John B. Robinson
Título: Director Misión de la A.I.D. para la República Dominicana

ANEXO I

Descripción del Programa

I. Antecedentes y Objetivos

A. Antecedentes

La Evaluación del Sector Agrícola preparada por la Secretaría de Estado de Agricultura (SEA) en 1974, señala y estudia en detalle varias limitaciones principales que impiden el completo desarrollo de la agricultura en la República Dominicana. Posteriormente, en el sector se han llevado a cabo varios estudios exhaustivos que señalan mayores limitaciones al desarrollo agrícola.

El actual Programa del Sector Agrícola Dominicano ha tomado en cuenta tales impedimentos principales, así como las recomendaciones de la Evaluación, y ha propuesto los remedios para resolver dichos problemas. El Gobierno de la República Dominicana ha reconocido y recalcado que el Programa del Sector Agrícola Dominicano tiene alta prioridad, el cual requerirá una inversión sustancial de recursos domésticos y externos. Este Programa del Préstamo está diseñado para ayudar al Gobierno Dominicano, actuando a través de la Secretaría de Estado de Agricultura, en sus esfuerzos por superar progresivamente las mayores limitaciones señaladas a la fecha, es decir:

- La necesidad de mejorar la política de dirección agrícola mediante disposición de una base analítica sofisticada para planificación del sector en agricultura.
- La poca utilización de los recursos humanos debido a la falta de habilidades agrícolas básicas, y una base insuficiente de agrónomos a nivel profesional.

- La necesidad de utilizar de manera más eficiente la base de tierra cultivable.
- La necesidad de propagar más ampliamente los trabajos de investigación originales desarrollados tanto en la República Dominicana como en otros países.
- El uso limitado de insumos de producción agrícola modernos.
- La necesidad de mejorar las técnicas de clasificación, fertilidad y conservación.
- La escasez de disponibilidad crediticia a pequeños agricultores.
- La necesidad de remediar las deficiencias en el sistema de mercadeo.
- La insuficiencia de las facilidades de la infraestructura rural.

B. El Programa

El Programa a ser financiado bajo este Acuerdo ("Programa") se deriva totalmente de la Evaluación del Sector Agrícola y de los estudios subsiguientes y está dirigido a las limitaciones mencionadas arriba. El Programa comprende a los Componentes, Sub-Componentes y Actividades descritos en la Sección 1.02 de este Acuerdo, que están primordialmente destinados a beneficiar a por lo menos 135,000 familias rurales, es decir, una importante porción de aquellos agricultores que cultivan menos de 50 hectáreas, al igual que a obreros sin tierras que residen en las regiones rurales.

Los Componentes, Sub-Componentes y Actividades del Programa han sido formulados en cooperación entre el Prestatario y la A.I.D. para ayudar a alcanzar los objetivos del Programa del Sector Agrícola Dominicano que son los siguientes.

- Aumentar los empleos agrícolas en las regiones rurales;
- Desarrollar los recursos institucionales y humanos necesarios para mantener el crecimiento y desarrollo agrícola;
- Alcanzar una distribución más equitativa de los ingresos entre aquellos que ganan la vida del sector agrícola, mejorando así el tipo de vida rural;
- Suministrar a los consumidores alimentos y fibras a precios razonables;
- Suministrar productos agrícolas para usos industriales, exportación, y sustitución de importaciones;
- Fomentar el tipo de producción agrícola que mejore los niveles alimenticios; y
- Alcanzar la óptima utilización de los recursos naturales renovables.

Por consiguiente, el objetivo básico del Programa es mejorar las normas económicas de la población pobre rural, con énfasis en el pequeño agricultor. Para poder alcanzar este objetivo, el Programa busca aumentar el nivel de productividad agrícola del pequeño agricultor. También procura obtener este nivel mediante un propósito general del Programa: ampliar la cantidad y mejorar la calidad de actividades públicas emprendidas en el sector agrícola.

II. Ejecución del Préstamo

A. General

1. El Programa a ser financiado bajo este Préstamo se llevará a cabo por aquellas agencias e instituciones especificadas en la Sección 1.03 de este Acuerdo. La Secretaría de Estado de Agricultura (SEA), designado en la Sección 9.02 del Acuerdo de Préstamo como Representante

del Prestatario, será la principal Agencia Ejecutora para los fines de coordinación de las actividades a llevarse a cabo bajo este Acuerdo.

2. Durante el período de ejecución del Programa del Préstamo, se completarán dos ciclos de evolución totales, de conformidad con la Sección 4.02 de este Préstamo, en una fecha que será especificada en una Carta de Ejecución.

B. Costo del Programa

1. El costo total del Programa es de $30,000,000 con las respectivas contribuciones del Prestatario y de la A.I.D. señaladas en la Tabla I de más abajo. Las cantidades que aparecen como contribución del Prestatario al Programa serán presupuestadas y puestas a disponibilidad de conformidad con la Tabla I.

2. Los pesos o dólares programados a ser desembolsados en un año calendario dado de conformidad con las estipulaciones de este Anexo pueden, con la aprobación de la A.I.D., desembolsarse tanto en el año calendario anterior o el subsiguiente, simpre que dicho cambio esté de conformidad a las necesidades del Programa, y además siempre que la relación general de las contribuciones del Prestatario y de la A.I.D. al Programa sea mantenida. Cualquier reducción en la contribución anual del Prestatario de la que aparece en la Tabla I, se hará únicamente con el consentimiento de la A.I.D., y podría afectar la disponibilidad de la contribución de la A.I.D. para ese año.

TABLA I
(en miles)

	1977	1978	1979	Total
Total de la A.I.D.	$ 6,673.3	$4,898.6	$3,428.1	$15,000.0
Dólares	1,474.9	907.5	324.0	2,706.4
Pesos	5,198.4	3,991.1	3,104.1	12,293.6
Total del Prestatario				
Pesos	$ 5,475.2	$4,536.7	$4,988.1	$15,000.0
Total	$12,148.5	$9,435.3	$8,416.2	$30,000.0

3. Mediante mutuo acuerdo por escrito entre el Prestatario y la A.I.D., los fondos del Programa que aparecen en lo adelante en este Anexo para ser usados por una Agencia Ejecutora dada para un Componente del Programa, Sub-Componente o Actividad específicos podrían reasignarse a otra Agencia Ejecutora o Componente del Programa, Sub-Componente o Actividad. Cualesquiera de estos ajustes serán indicados en un cambio apropiado en los objetivos de implementación.

C. Descripción del Programa - General

Para fines de la ejecución del Programa en general, y de las estipulaciones de los ajustes mencionados, los Componentes del Programa, Sub-Componentes y Actividades serán como aparece a continuación:

Componente del Programa	Sub-Componente	Actividad	Agencia Ejecutora
I. Planeamiento, Coordinación y Evaluación		Análisis y Planeamiento Económico	Dept. de Planificación de SEA
		Recopilación y Evaluación de Datos.	SEA, Dept. de Información Estadística y de Computación.

Componente del Programa	Sub-Componente	Actividad	Agencia Ejecutora
		Educación Profesional	Comité Coordinador SEA/Inter-Universidad
II. Apoyo de Producción al Pequeño Agricultor	A. Desarrollo y Distribución de Tecnolodía de Producción	1) Coordinación del Programa de Producción	Dept. de Producción - Dept. de Planeamiento, SEA
		2) Utilización de tierra	Dept. de Suelos de SEA
		3) Investigación de Adaptación en el País	Dept. de Investigación SEA
		4) Multiplicación/Distribución de Materiales de Semillas/Plantas	Dept. de Semillas de SEA asistido por CENDA, Estación de Arroz de Juma y CNIECA
		5) Programa de Producción de Alimentos	Depts. de Semillas y Producción SEA
		6) Encuesta de producción agrícola	SEA, Deptos. de Planeamiento, Agricultura, Economía
	B. Transferencia de Tecnología de Producción	Educación Vocacional	Dept. de Extensión SEA
	C. Servicios Agrícolas	1) Mercadeo de Producción	División de Mercadeo SEA
		2) Crédito Rural	Banco Agrícola
		3) Crédito Rural	Credito Supervisado de SEA

Componente del Programa	Sub-Componente	Actividad	Agencia Ejecutora
III. Desarrollo Socio-Económico Rural		Programa de Agente de Desarrollo de la Región Rural	Sub-secretaría de Investigación y Extensión SEA
		Desarrollo de Infraestructura Rural	Sub-secretaría de Investigación y Extensión SEA

D. Descripción del Programa por Componente

1. Componente I: Planificación, Coordinación y Evaluación del Sector Agrícola ($3.0 millones)

a. Propósito:

Fortalecer la capacidad de planeamiento, coordinación y evaluación del sector agrícola de SEA, e involucrar a los demás agricultores profesionales al proceso agrícola, y, en este sentido, aumentar la disponibilidad de técnicos agrícolas.

b. Contribución Financiera

El Prestatario y la A.I.D. contribuirán las cantidades estipuladas más abajo durante los años indicados para financiar este Componente del Programa.

TABLA II a
(en miles)

	1977	1978	1979	Total
Total de la A.I.D.	$ 671.1	$ 591.9	$237.0	$1,500.0
Dólares	477.9	385.9	84.0	947.8
Pesos	193.2	206.0	153.0	552.2
Total del Prestatario				
Pesos	$ 500.5	$ 511.4	$488.1	$1,500.0
Total	$1,171.6	$1,103.3	$725.1	$3,000.0

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c. Gastos de la Actividad

Los fondos serán desembolsados durante el período indicado para financiar las distintas actividades bajo este Componente, como aparece abajo:

d. Ejecución

(1) Actividad: Planificación y Análisis Económico

TABLA II b
(en miles)

1977	1978	1979	Total
$415.0	$395.9	$249.1	$1,060.0

Propósito: Para elevar el nivel de capacidad de planificación del Departamento de planificación del SEA para mejorar aún más su habilidad de emprender encuestas de recopilación de datos detallados, al igual que un análisis completo del sector; efectuar presupuestos anuales; elaborar una estrategia agrícola a largo plazo; y estimar las consecuencias económicas de los planes de desarrollo y de las decisiones de política alternativas dentro del sector agrícola.

Los fondos del Programa se utilizarán para financiar los gastos de los suplementos de salarios tanto para los empleados actuales como para los nuevos: equipos y provisiones: vehículos, incluyendo los gastos de operación y mantenimiento; viajes y dietas; adiestramiento; asistencia técnica; al igual que los gastos que cubren las operaciones del proyecto, por ejemplo, realizando encuestas de los pequeños agricultores.

Con respecto a la administración de este Programa del Préstamo, los fondos se utilizarán para financiar los gastos de salarios del personal nuevo al igual que de los salarios parciales para

el personal existente; equipo de oficina; y gastos de viaje.

(2) Actividad: Recopilación y Evaluación de Datos

TABLA III c
(en miles)

1977	1978	1979	Total
$383.6	$331.4	$225.0	$940.0

Propósito: Coordinar las fuentes de datos y establecer un sistema informativo de amplia escala en el sector agrícola.

Bajo esta Actividad, se proporcionarán los fondos para elevar el nivel del centro de computación de SEA para poder emprender análisis económicos cada vez más sofisticados, incluyendo procesamiento de análisis del sector, encuestas trimestrales ampliadas de los pequeños agricultores, encuestas especiales y de regiones específicas, al igual que mayores tabulaciones para las demás instituciones agrícolas dominicanas.

La información recopilada así será procesada por un Banco de Datos que se establecerá bajo el Programa, en tanto que el Centro de Documentación de SEA será ampliado y fortalecido para poder almacenar y distribuir las informaciones suministradas por el Banco de Datos y demás fuentes. Además, se establecerán aproximadamente tres subbibliotecas, para propagar la información a las distintas regiones del país. Se establecerán cuartos de lectura en cada dependencia en donde estarán disponibles datos y colecciones de informes técnicos para el uso de los técnicos locales y regionales, al igual que para el público en general.

Se mantendrá una estrecha relación de trabajo con AGRINTER, un sistema computarizado de información agrícola que IICA-CIDIA

está desarrollando. Se contempla que el sistema de AGRINTER con su oficina principal en Costa Rica, estará integrado a otros de varios paises de América Latina, proporcionando así una base mutua de intercambio de información agrícola.

Se proporcionará financiamiento para los gastos de salarios parciales de los empleados actuales y de los nuevos; vehículos, incluyendo operación y mantenimiento; viajes y dieta, adiestramiento en el extranjero y en el país; asistencia técnica; y operaciones del proyecto (por ejemplo, tiempo de computadora).

De conformidad con la Sección 3.02 de este Acuerdo de Préstamo, SEA preparará un plan a tiempo-fase para el establecimiento y operación del Banco de Datos y Centro de Documentación y lo someterá a la aprobación de la A.I.D., como lo detalla la Carta de Ejecución.

(3) Actividad: Educación Profesional

TABLA II d
(en miles)

1977	1978	1979	Total
$373.0	$376.0	$251.0	$1,000.0

Propósito: Involucrar más ampliamente a las universidades en el sector agrícola, para proporcionar adiestramiento académico limitado.

Elevar Nivel de las Facultades

Bajo el Programa se seleccionará una cantidad de catedráticos de las tres universidades participantes, UNPHU, ISA y UASD, para adiestrarlos en grados más avanzados en universidades de los EE.UU. u otras elegibles. Se espera incluir los siguientes campos de estudio:

agricultura, ingeniería agrícola; tecnología de alimentos; y los otros que se consideren apropiados.

Subvenciones para Investigaciones

También se harán disponibles subvenciones para investigaciones a las universidades mencionadas para desarrollar aún más el enlace entre SEA y las instituciones universitarias. Estas subvenciones serán administradas por SEA con disposiciones que eviten la duplicidad de investigación entre las universidades o de las investigaciones efectuadas por el personal de SEA. El Comité de Coordinación Entre las Universidades en consulta con el Dept. de Investigación de SEA, preparará unas guías de subvenciones para investigación que serán sometidas a la probación de la A.I.D. de conformidad con la Sección 3.03(a) del Acuerdo de Préstamo. Los Fondos de la Subvención se utilizarán para pagar salarios, jornales, gastos de viajes, equipo especializado limitado, provisiones y materiales y gastos de publicación.

Programa de Adiestramiento del Centro Vocacional

Se utilizarán fondos del Programa para fomentar la colaboración entre el Programa de Adiestramiento Vocacional de SEA y el Programa de Educación Profesional para mejorar el contenido de curso tanto a nivel universitario como vocacional y enfocar el interés de la investigación hacia la solución a problemas críticos de producción rural, socioeconómicos y de mercadeo. Se anticipa que se llevarán a cabo tales esfuerzos mutuos tales como la preparación en conjunto de materiales pedagógicos, seminarios, y programas especiales de estudiantes universitarios. A este respecto, de conformidad con la Sección 3.03(b) de este Acuerdo de Préstamo, se elaborará un plan estableciendo arreglos de

colaboración entre el programa educación vocacional y educación profesional y será sometido a la aprobación de la A.I.D.

Estudios Internacionales de Investigación

Se proporcionarán aproximadamente seis meses-personas en el extranjero a catedráticos seleccionados en las últimas investigaciones realizadas y tecnología desarrollada por centros de investigaciones internacionales, universidades e instituciones gubernamentales. Se anticipa que dicha información posteriormente se aplicará a los programas diseñados para ayudar el pequeño agricultor de la República Dominicana.

Asociaciones Profesionales

Se proporcionarán los fondos para por lo menos una reunión anual del Comité Coordinador Inter-Universitario, al igual que para otras reuniones y conferencias periódicas dentro del país y regionales de la asociación profesional. Los fondos para dichos fines serán proporcionados del Fondo del Comité General.

Asistencia Técnica

Se financiará asistencia técnica bajo el Programa conjuntamente con la implementación del nuevo programa de estudios, funcionamiento de nuevos laboratorios de enseñanza e investigación, inicio y ejecución de las investigaciones y demás intereses especiales. Los requisitos para dicha ayuda será tomada en consideración por el Comité de Coordinación Inter-Universitario.

Apoyo Administrativo

Se proporcionará financiamiento para cubrir los gastos generales del Comité de Coordinación Inter-Universitario, incluyendo tales renglones como equipo de oficina, costo del personal y demás gastos de oficina; vehículos, incluyendo operación y mantenimiento; gastos de

conferencias y publicaciones de informes; y demás gastos aprobados por el Comité que se requieran para mantener una efectiva operación y coordinación del Programa de Educación Profesional.

2. Componente II: Apoyo a la Producción del Pequeño Agricultor ($23.6 millones)

a. Propósito

Establecer un sistema integrado de apoyo a la producción del pequeño agricultor para proporcionar mejores tecnologías de producción, servicios y recursos educacionales de mercadeo.

b. Contribución Financiera

El Prestatario y la A.I.D. contribuirán con las cantidades estipuladas más abajo durante los años indicados para financiar este Componente del Programa de Préstamo.

TABLA III a
(en miles)

	1977	1978	1979	Total
Total de la A.I.D.	$5,603.7	$3,506.7	$2,691.1	$11,801.5
Dólares	997.0	521.6	240.0	1,758.6
Pesos	4,606.7.	2,985.1	2,451.1	10,042.9
Total del Prestatario				
Pesos	4,554.8	3,564.5	3,739.2	11,858.5
Total	$10,158.5	$7,071.2	$6,430.3	$23,660.0

c. Gastos de la Actividad

Se desembolsarán los fondos en el periodo indicado para financiar los distintos Sub-Componentes y Actividades bajo este Componente, como aparece más abajo:

d. Ejecución

(1) Sub-Componente: Desarrollo y Distribución de la Tecnología de Producción

(a) Actividad: Coordinación del Programa de Producción

TABLA III b
(in miles)

1977	1978	1979	Total
$725.3	$618.6	$606.1	$1,950.0

Propósito: Coordinar los programas relacionados al desarrollo y distribución de la tecnología de producción para cosechas seleccionadas de pequeñas fincas.

Para poder elaborar e implementar programas de producción nacional para las cosechas seleccionadas bajo el Programa, se crearán equipos multi-disciplinarios dentro del Departamento de Producción de SEA para cada cultivo escogido, con especial énfasis en cultivos tales como arroz, maiz, habicuelas, tubérculos, y plátanos. Estos equipos le suministrarán información a un Comité Nacional de Asesoría de SEA que será convocado por lo menos una vez al año para discutir asuntos de política y ayudar a establecer objetivos de producción a largo alcance para cada cultivo de manera de guiar al Secretario de Agricultura a tomar decisiones sobre la política a seguir, establecer prioridades aplicables a las investigaciones y producción, establecer objetivos de producción y estableciendo guías para la asignación de los recursos entre los distintos cultivos o categorías de cultivos. En base a dichas decisiones de política, se elaborarán planes y se harán disponibles fondos para proporcionar coordinación nacional, así como dirección

a nivel regional, en el desarrollo y propagación de tecnología de producción y utilización de tierras, mejores semillas y "programa de produccion" para pequeños agricultores.

Cada equipo multidisciplinario será responsable de mobilizar a las distintas entidades dentro de SEA, a las demás agencias del sector público y al sector privado a enfocar suficientes recursos en la producción de su cultivo particular. Los equipos recibirán asistencia a través de una oficina de apoyo y coordinación especial dentro del Departamento de Producción que asegure que las entidades apropiadas hayan emprendido las medidas necesarias para la ejecución de un programa de producción integrada. Se espera que estas medidas incluyan el desarrollo de enlaces fuertes con Centros Internacionales de Investigación; la identificación de variedades superiores y la producción de semillas de reproducción y sinientes, la contratación y supervisión de la producción de suficientes semillas certificadas o mejoradas; los arreglos de processamiento y venta o distribución de la semilla mejorada, y el inicio y supervisión de pruebas de la producción en el campo y demostraciones de prueba con agricultores individuales.

Los fondos del Programa se utilizarán al nivel nacional para financiar los salarios del personal profesional y de servicio, equipo relacionado de oficina, materiales y gastos de reuniones; gastos de imprenta; y publicación en apoyo de la oficina especial que será establecida dentro del Departamento de Producción para prestarle servicio a los equipos multidisciplinarios. Además, se proporcionará financiamiento para vehículos, incluyendo operación y mantenimiento; viajes y dietas; adiestramiento dentro del país; y asistencia técnica. Se proporcionarán fondos de operaciones del Proyecto para suministrar apoyo en el campo para el cuerpo de especialistas

de cultivos y para el desarrollo y propagación de información de "programa de producción."

Se proporcionará financiamiento a nivel regional para vehículos, incluyendo gastos de operación y mantenimiento; viajes y dietas; esfuerzos de promoción, y demás gastos similares que aseguren el apoyo adecuado en el campo a los técnicos que trabajan a través de o que están asignados a las siete oficinas regionales de SEA.

De conformidad con la Sección 3.04(a) de este Acuerdo de Préstamo, se elaborará un plan que ponga en marcha el fortalecimiento, reorganización o el establecimiento y operación de (1) un Departamento de Producción dentro de la Subsecretaría de Investigación y Extensión de SEA o cualquier otra subsecretaría de SEA que se considere apropiada; y (2) comités multidisciplinarios para los distintos cultivos seleccionados para darle énfasis bajo el Programa. Este plan será sometido a la aprobación de la A.I.D.

(b) Actividad: Utilización de la Tierra

TABLA III c
(en miles)

1977	1978	1979	Total
$435.1	$329.7	$305.2	$1,070.0

Propósito: Desarrollar un programa factible de utilización de la tierra diseñado a mejorar la productividad del pequeño agricultor.

(i) Clasificación de los Suelos. Aproximadamente 200,000 hectáreas de tierra serán clasificadas mediante estudios de suelo a nivel semi-detallado. Para facilitar este trabajo se utilizarán fotografías áreas. La información así reunida será utilizada para proporcionar alternativas de siembra, basada en todos los factores principales que afecten la producción de los cultivos.

(ii) Fertilidad de los Suelos y Producción de Cultivos. Bajo este componente, la cantidad de pruebas de fertilidad de suelo se ampliarán de las 8 localidades actuales hasta aproximadamente 40. Todos los esfuerzos estarán coordinados estrechamente con las actividades de Coordinación de la Producción y de Investigación de Adaptación bajo el programa y al igual que con otras investigaciones domésticas y programas de extensión en general, tando dentro del país como en el extranjero.

(iii) Conservación de Suelos. Se establecerán proyectos pilotos de conservación de suelos por lo menos en tres regiones geográficas del país, cada región utilizando por lo menos tres distintos sistemas de conservación de suelos, por ejemplo, terraplenar, siembras en banda y producción de cultivos de labranza mínima. Todos estos proyectos pilotos utilizarán mano de obra al grado máximo práctivo. Los trabajos de conservación en cada región se utilizarán inicialmente como pruebas de campo de conservación de suelos y más adelante para fines de demostración o adiestramiento según se obtenga suficiente información sobre el costo y eficacia de los distintos métodos.

Bajo la Actividad de Utilización de Tierras, los fondos del Programa financiarán los salarios del personal técnico y administrativo así como los jornales de los obreros; equipo e

implementos del campo y del laboratorio, arrendamiento de equipo, materiales de siembra y construcción; vehículos, incluyendo costos de operación y mantenimiento; viajes y dietas; adiestramiento en el país y en el extranjero; asistencia técnica; y todos los gastos de operaciones del proyecto relacionados a la clasificación y fertilidad de los suelos. Además, el Programa financiará la remodelación de los laboratorios de suelos y los gastos de estudios de suelos.

(c) Actividad: Investigación de Adaptación dentro del País.

TABLA III d
(en miles)

1977	1978	1979	Total
$790.5	$550.9	$485.6	$1,800.0

Propósito: Establecer mecanismos dirigidos a las necesidades de mayor utilización eficiente de las capacidades de investigación dominicanas.

Esta actividad proporcionará financiamiento para la coordinación cada vez mayor entre las entidades públicas y privadas involucradas en investigaciones en un intento de vincular los resultados de investigación básica doméstica y extranjera a los objetivos de la producción nacional. Para poder alcanzar esta coordinación se nombrará y activará un Consejo Nacional de Investigaciones compuesto de representantes de varios sectores públicos y privados. Este Consejo avisará al SEA de su determinación por cuanto a las prioridades de investigación y programa, así como la coordinación de investigación llevada a cabo por entidades del sector público y privado. El Departamento de investigación del SEA, administrará esta Actividad, en conformidad con las prioridades que establezca

la Secretaría.

Además, un cuerpo de especialistas de cultivos o de productos se establecerá para proporcionar un enlace efectivo entre investigación y extensión en un esfuerzo de asegurar que los resultados de la investigación se hagan disponibles a nivel de finca. Este personal será adiestrado tanto en investigaciones básicas como en metodología de extensión, y parte del tiempo servirán como investigadores y otra parte como especialistas en mercancías de extensión. Igualmente, se proporcionará adiestramiento conceptual corto en investigación a agentes de extensión seleccionados para mejorar el flujo de información del nivel de la finca a las entidades de investigación y aumentar la cooperación de investigación-extensión.

Los investigadores dominicanos también mantendrán un intercambio regular de ideas e información con Centros Internacionales de Investigación y universidades a través de visitas a tales entidades y mediante la obtención de asistencia técnica a corto plazo de dichas entidades. Mediante estos contactos regulares los agricultores dominicanos estarán expuestos de manera valiosa a tecnologías tales como: cultivo con mínimo de labranza, inter y múltiples cosechas, nuevos sistemas de labranza del arroz, maíz de alto contenido proteínico, producción de papas Irlandesas de tierra baja, sistemas de manejos de agua y piscicultura.

Esta actividad financiará los salarios del personal técnico nuevo y personal de servicio; maquinarias y equipos agrícolas; materiales de laboratorio; mobiliario de oficina; vehículos; viajes dentro del país y dietas; adiestramiento; asistencia técnica; gastos de operaciones del proyecto (por ejemplo, maquinaria e insumos agrícolas, investigación, ganado, operaciones y materiales de oficina, etc.); y la construcción de establecimientos de subestaciones de investigación.

De conformidad con la Sección 3.04(b) de este Acuerdo de Préstamo un plan para el establecimiento de un cuerpo de especialistas de cosechas y mercancías será preparado y sometido para la aprobación de la A.I.D., como se detalla en la Carta de Ejecución.

(d) Actividad: Multiplicación y Distribución de Materiales de Semillas/Plantas

TABLA III e
(en miles)

1977	1978	1979	Total
$2,236.8	$713.3	$549.9	$3,500.0

Propósito: Institucionalizar en base de todo el país un proceso eficiente y confiable de multiplicación y distribución de materiales de semillas y materiales mejoradas.

Este programa se llevará a cabo mediante un arreglo cooperativo entre el Departamento de Semillas de SEA y productores privados bajo el cual SEA le comprará semillas a los productores y las procesará para venderlas a los agricultores. Al principio, se le dará atención bajo esta actividad a tales cultivos como arroz, maíz, habichuelas, plátanos y yuca. En este respecto, esta Actividad estará coordinada estrechamente con las actividades del Programa de Coordinación de la Producción, Investigación de Adaptación, Programas de Producción de alimentos del Préstamo.

Para financiar las actividades de producción procesamiento de semillas, se establecerá un Fondo Rotatorio de Semillas. Este Fondo será administrado por el Programa de Crédito Supervisado de SEA y será útilizado para financiar préstamos para capital de trabajo a

productores de semillas certificadas o mejoradas y a entidades de procesamiento de semillas para preparar las semillas para la venta a los agricultores. Una porción del Fondo podría utilizarse para préstamos a corto plazo bajo el Programa de Crédito Supervisado de SEA, cuando haya excedente de capital disponible. De conformidad con la Sección 3.04(c) de este Acuerdo de Préstamo, SEA preparará una Resolución estableciendo y poniendo en operación el Fondo Rotativo de Semillas incluyendo las actividades que llevarán a cabo el Departamento de Semillas y el Departamento de Crédito, respectivamente. Este plan será sometido a la aprobación de la A.I.D.

Se proporcionará financiamiento para los salarios del personal técnico y de servicio, al igual que para los jornales de los obreros; equipo y provisiones; vehículos, incluyendo gastos de operación y mantenimiento; viajes y dietas; adiestramiento dentro y fuera del país; operaciones del proyecto (tales como gastos para comenzar el procesamiento de semillas; gastos de producción de semillas, de sinientes, materiales de empaque, etc.) construcción y remodelación de los establecimientos para el procesamiento de semillas; y un Fondo Rotativo de Semillas.

(e) Actividad: Programa de Producción de Alimentos

TABLA III f
(en miles)

1977	1978	1979	Total
$542.5	$578.5	$379.0	$1,500.0

Propósito: Desarrollar y entregar programa de producción de alimentos para pequeños agricultores.

Esta actividad estará enfocada a alcanzar el nivel de finca más pequeño mediante la disposición de programa de producción de alimentos, compuestos de semillas seleccionadas, materiales de plantas y demás partidas, tales como pequeños animales, que los operadores de las fincas más pequeñas puedan mantener con tecnología de bajo nivel, para así mejorar su posición alimenticia y económica. La distribución de los programas de alimentos se llevará a cabo por los cerca de 500 agentes rurales de extensión de SEA, cada cual alcanzando a 40 pequeños agricultores durante el primer año de actividad y a cerca de 80 en el segundo y tercer año, respectivamente. Sobre esta base, se podrán alcanzar cerca de 100,000 familias de pequeños agricultores durante la vida de este Programa. Se espera que los programas de distribución de alimentos serán distribuídos a beneficiarios a muy bajo o ningún costo a los beneficiarios.

El Departamento de Semillas de SEA podrá encargarse de la producción de semillas y materiales de siembra, aunque se anticipa que se llevará a cabo por el sector privado bajo contrato del Departamento de Semillas. El Departamento de Producción de SEA se encargará de procurar los animales pequeños en coordinación con las entidades públicas y privadas apropiadas.

El contenido de los programas de producción de alimentos variará de región en región, basado en las diferencias de suelos, y condiciones climáticas. Cada una contendrá, sin embargo, materiales de labranza adoptados y mejorados de cultivos seleccionados, fertilizantes, y pesticidas cuando éstos sean necesarios, y en algunas regiones, cantidades limitadas de aves de corral o pescado.

Los fondos del Programa financiarán gastos limitados de personal; viajes y dietas; operaciones del proyecto (tales como gastos de juntar y de empaque); y la compra de semillas, plantas, pequeños animales, fertilizantes y pesticidas.

De conformidad a la Sección 3.04(d) de este Acuerdo de Préstamo, el SEA desarrollará un plan de trabajo completo para la ejecución de esta actividad y lo someterá a la A.I.D. para su aprobación. Este plan incluirá los arreglos administrativos y financieros con respecto a la distribución de los programas; criterio para la selección de beneficiarios: regiones geográficas a ser servidas; y los arreglos, si acaso, con productores privados.

(f) Actividad: Encuesta de Producción de Fincas

TABLE III g
(en miles)

1977	1978	1979	Total
$341.2	$280.3	$278.5	$900.0

Propósito: Aumentar la efectividad de los esfuerzos de planeamiento y evaluación agrícolas de SEA, al igual que el flujo de información entre agricultores e investigadores/extensionistas.

Esta Actividad ampliará y fortalecerá las encuestras Trimestrales de Producción de Fincas mediante lo siguiente:

- Ampliar el marco de la muestra de 400 a 1,400 segmentos para regionalizar la base de los datos;
- Poner al día los pronósticos de cultivos trimestrales mediante visitas mensuales al campo para determinar el progreso de los cultivos;

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- Incluir cosechas adicionales en las encuestas trimestrales
- Institucionalizar el procesamiento de encuestas mediante computadoras; y
- Coordinar la evaluación de los agricultores bajo el programa de análisis del sector.

Además, se emprenderán encuestas de regiones específicas para obtener información con relación a cultivos especializados que se encuentran concentrados en regiones de producción limitada.

Se diseñarán marcos de muestras especiales para cada una de las regiones designadas. También se programarán encuestas para evitar conflicto con las encuestas trimestrales. Finalmente, se llevarán a cabo estudios especiales, incluyendo el costo anual de producción, encuestas, utilización y demanda de crédito, y estudios de consumo y empleo. Estas encuestas se llevarán a cabo simultáneamente con escuestas trimestrales y utilizarán el mismo personal.

Bajo esta Actividad se proporcionará financiamiento para salarios parciales de los empleados actuales al igual que para los salarios completos de los nuevos empleados; equipo y provisiones; vehículos, incluyendo gastos de operación y mantenimiento; viajes y dietas; asistencia técnica a corto plazo; y operaciones del proyecto (como la preparación de seminarios de encuestas trimestrales nuevas de esquemas y adiestramiento).

(2) Sub-Componente: Transferencia de Tecnología de Producción (Educación Vocacional)

TABLA III h
(en miles)

1977	1978	1979	Total
$813.1	$641.3	$645.6	$2,100.0

Propósito: Elevar el grado y ampliar las actividades bajo el Programa de Educación Vocacional.

Bajo este Sub-Componente, se establecerán tres nuevos centros de adiestramiento. Además, habrá una revisión y expansión de las actividades bajo los cinco centros pilotos existentes. Alrededor de 6,700 agricultores adicionales serán adiestrados durante el período de tres años de ejecución del Programa. Se hará énfasis en seleccionar y adiestrar líderes agrícolas para servir en sus regiones como "promotores" de los métodos de producción que éllos adquieren en los centros. Los agentes de extensión de SEA jugarán un papel clave en la identificación de líderes potenciales para adiestramiento y seguirán para ayudar a los agricultores graduados a desarrollar una capacidad de extenderse hasta sus límites en sus respectivas comunidades. Los objetivos de cada centro de adiestramiento nuevo, basados en la experiencia obtenida bajo la fase piloto, serán los siguientes:

a) Desarrollar las habilidades de producción y administración de finca de los pequeños agricultores, capacitándolos a mejorar su nivel de vida mediante aumento de la productividad;

b) Desarrollar un cuerpo básico de líderes agrícolas y de la comunidad conocedores para utilizarlos en la propagación de la tecnología agrícola mejorada y en el desarrollo de sus propias comunidades;

c) Ampliar los conocimientos técnicos específicos de los agricultores en campos como:

- Prácticas de cultivo de cosechas seleccionadas (incluyendo aquéllas a ser distribuidas bajo la actividad de programa de Producción de Alimentos);
- Operación y mantenimiento de implementos y maquinarias agrícolas;
- Prácticas adecuadas de drenaje e irrigación;
- Prácticas de conservación de suelos;
- Administración y Presupuesto de Finca;
- Utilización de crédito agrícola; y
- Mercadeo de finca.

En su inicio, cada centro nuevo emprenderá una encuesta de los agricultores locales y de los agentes de extensión de SEA para determinar los problemas agrícolas más apremiantes en la zona de influencia del centro; el contenido del curso específico que tratará de manera más efectiva los problemas locales; y los rasgos de la población meta para cada centro de adiestramiento. Los participantes serán entrenados durante un ciclo de 15 meses y recibirán visitas de seguimiento en el campo, de los miembros del personal central. Se anticipa que dos ciclos

completos de instrucciones podrán completarse durante el período de ejecución del programa.

Se anticipa que aproximadamente 42 cursos prácticos, diseñados para llegar hasta los agricultores tanto alfabetizados como analfabetos, serán proporcionados en aquellos campos como producción de maíz, yuca, arroz, maní, batatas y plátanos, al igual que carne de res. También se administrará instrucción especializada en tales temas como soya, guandules, papas irlandesas, vegetales, habichuelas, aves de corral, cerdos, chivos, conejos, cultivos de programa de producción, y mercadeo de finca.

El personal de los respectivos centros tomará medidas de seguimiento, incluyendo visitas individuales a las fincas, demostraciones, seminarios, visitas a estaciones de experimento y demás adiestramiento. Se le dará especial atención a la coordinación con agentes de extensión y especialistas de productos en actividades de seguimiento.

El Programa financiará los gastos de los salarios de los técnicos, y del personal administrativo y de apoyo; equipo de oficina, didéctico, agrícola, de dormitorio y de cocina; vehículos, incluyendo gastos de operación y mantenimiento; asistencia técnica; operaciones del proyecto, como insumos agrícolas y de ganadería, reparaciones de las edificaciones y alquiler; y comidas para los estudiantes.

(3) Sub-Componente: Servicios de Finca

(a) Actividad: Servicios de Mercadeo de Producción

TABLA III 1
(en miles)

1977	1978	1979	Total
$1,037.1	$439.6	$333.3	$1,720.0

Propósito: Ayudar a proporcionar servicios esenciales de mercadeo a los pequeños agricultores.

Bajo esta Actividad, se anticipa que un proyecto piloto del Centro de Servicio Rural establecerá cinco centros en cada una de las tres regiones agrícolas de SEA. Cada uno de estos centros deberá aumentar la capacidad de mercadeo de alrededor de 200 productores pequeños y, por consiguiente, deberá fortalecer sus posiciones en el proceso de mercadeo. Cada región seleccionada será analizada para determinar sus necesidades específicas, y, en base a este análisis, podrán incluirse los siguientes tipos de facilidades y servicios o variaciones de los mismos:

- Reunión, graduación, empaque, almacenamiento a corto plazo y ventas de los productos;
- Tienda de suministros de producción - fertilizantes, semillas, implementos, etc.;
- Servicios de producción, cosecha, y transportación;
- Espacio para el uso de los agentes de la región, representantes de crédito, de salud pública, o demás agentes de servicio de la comunidad;
- Tienda al detalle con inventario limitado de artículos básicos de comida y bebida; y
- Demás facilidades que cumplan con las revisiones factibilidad financiera.

La administración de los centros de mercadeo estará basada en la participación financiera y funcional de organizaciones comunitarias responsables. Los servicios tales como las tiendas de suministros de producción y demás campos de actividad similares complementarán los programas

actuales del Gobierno Dominicano.

Además, a las comunidades se les hará disponible fondos para financiar construcciones y equipos al igual que gastos de inventario y operación y apoyo técnico. Al final de cada año de operaciones se harán evaluaciones de seguimiento para determinar la efectividad de los centros pilotos.

De conformidad con la Sección 3.05 de este Acuerdo de Préstamo, el SEA desarrollará un plan de ejecución incluyendo arreglos administrativos y financieros, estructura organizacional, criterios sobre la elección del sitio de las entidades participantes y criterios para la selección del sitio de las entidades participantes. Este plan será sometido a la aprobación de la A.I.D., y se describirá más detalladamente en una Carta de Ejecución.

El segundo aspecto de esta Actividad conllevará la mejora y ampliación de la capacidad de SEA de proporcionar oportunamente información sobre mercadeo al sector agrícola, especialmente al pequeño agricultor. La distribución de la información del mercado a la prensa y radio se extenderá en base del producto y de la región y se aumentarán los boletines a los agentes de extensión y los demás de la región. Además, se obtendrá mayor información oportuna sobre el suministro y precio en la puerta de la finca para estimular la reacción de los intermediarios y procesadores de las regiones de mercado que pasan escasez. Para facilitar el proceso, se instalará un sistema de radio de dos vías a nivel nacional.

Las actividades de extensión de mercado también se aumentarán para dar especial énfasis al apoyo y elevación del nivel de habilidad de los agentes rurales de hacerle frente a los problemas de mercadeo del pequeño agricultor. Además, se suministrará asistencia técnica al proyecto piloto del Centro de Servicios Rurales, al igual que para

analizar las facilidades del mercado propuestas bajo la Actividad de Infraestructura Rural del programa. Finalmente, se coordinarán programas especiales de adiestramiento en mercadeo conjuntamente con los Centros de Adiestramiento Vocacional para suministrar información sobre mercadeo a alrededor de 1,500 agricultores seleccionados.

En apoyo de las actividades mencionadas arriba se llevarán a cabo adiestramientos de pequeños agricultores, empleados del sector público e intermediarios. La ejecución de adiestramiento del pequeño agricultor estará estrechamente ligada con las actividades de Educación Vocacional y Agente de Desarrollo Rural, respectivamente. A los agricultores se les adiestrará en los campos tales como: el valor y utilidad de las noticias del mercado, técnicas de mercadeo mejoradas y demás asuntos de mercadeo de significancia para el pequeño agricultor y la comunidad rural.

Se emprenderán estudios especiales de investigación y desarrollo y se llevarán a cabo inspecciones en apoyo del programa de extensión de mercadeo y para utilizarlos al analizar y evaluar el funcionamiento del sistema de mercadeo. Estas encuestas pueden incluir, pero no están limitadas a: (a) encuestas para Santo Domingo y Santiado del origen y destino de los productos agrícolas; (b) pérdidas de los cultivos después de cosechados; (c) preferencias del consumidor; (d) posibilidades de procesamiento y almacenaje y (e) empaque, pesas medidas a nivel de finca.

Agricultores líderes seleccionados para entrenamiento recibirán instrucciones en tales casos como el valor y uso de noticias de mercado, mejores técnicas de mercadeo y otros tópicos pertinent sobre el tema.

Los empleados del sector público serán adiestrados en tales temas como metodología de extensión, preparación y evaluación del proyecto, empaque a nivel de la finca, almacenamiento y preservación de alimentos. Los intermediarios recibirán adiestramiento en temas como manejo de productos, preservación y empaque de productos de fincas y pesas y medidas apropiadas.

Los fondos bajo el Programa financiarán los siguientes gastos: salarios parciales para los empleados actuales y nuevos; un sistema de radio de dos vías; vehículos, incluyendo gastos de operación y mantenimiento; viajes y dietas; adiestramiento dentro y fuera del país; asistencia técnica; estudios del mercado; y el proyecto piloto de los Centros de Servicios Rurales.

(b) Actividad: Crédito Rural

(i) Crédito Rural - Banco Agrícola

TABLA III j
(en miles)

1977	1978	1979	Total
$620.9	$437.5	$441.6	$1,500.0

Propósito: Proporcionar un sistema de entrega de crédito más extenso y un sistema administrativo más eficiente dentro del Banco Agrícola.

Bajo esta Actividad, se establecerán alrededor de 14 oficinas de campo nuevas en regiones que ahora se encuentran fuera del alcance de las facilidades actuales. Estas oficinas servirán de oficinas satélites de las dependencias existentes y requerirán un pequeño

personal de alrededor de 5 personas por oficina. Cada oficina se encargará de solicitar prestatarios, recibir solicitudes de crédito, hacer visitas a las fincas, vigilar los préstamos y ocuparse de los cobros. Las principales dependencias supervisoras del Banco Agrícola le proporcionarán apoyo administrativo y de contabilidad a estas oficinas del campo.

El Banco Agrícola también convertirá su actual estructura administrativa organizacional de 4 regiones a una de 7 regiones que coincida con la de SEA. Además, se establecerá una oficina de préstamos a grupos dentro del Banco Agrícola a nivel nacional para prestar servicios de préstamos a grupos que anteriormente hayan recibido préstamos supervisados de grupos, de otras fuentes y que ahora pueden ser atendidos sin dicha supervisión.

Al Banco Agrícola se le suministrará asistencia técnica en procedimientos de evaluación y planeamiento para que el Banco pueda mejorar sus operaciones de préstamos, y aumentar la coordinación agrícola del sector. Esta asistencia abarcará actividades de procesamiento de datos para aumentar la eficiencia y bajar los gastos de préstamos.

Bajo el Préstamo se financiarán los gastos de los salarios de los nuevos empleados; mobiliario de oficina, máquinas y suministros; vehículos y motocicletas, incluyendo gastos de operación y mantenimiento; tiempo de computadora; asistencia técnica; y operaciones del proyecto (como viajes dentro del país y dietas y demás gastos de operación).

(ii) Crédito Rural - Crédito Supervisado de SEA

TABLA III k
(en miles)

1977	1978	1979	Total
$2,586.0	$2,481.5	$2,432.5	$7,500.0

Propósito: Mejorar la capacidad supervisora de SEA con respecto a la actividad de créditos a los pequeños agricultores y proporcionar crédito adicional al grupo objetivo.

Se proporcionará financiamiento para cubrir los gastos de los nuevos empleados y de los supervisores regionales; al igual que para el mobiliario y máquinas de oficina; vehículos y motocicletas, incluyendo gastos de operación y mantenimiento; y asistencia técnica. Además, se proporcionarán alrededor de $7.0 millones como infusión adicional de capital al Fondo de Crédito Supervisado de SEA. Estos fondos están destinados a beneficiar a alrededor de 11,600 pequeños agricultores dentro del Grupo Objetivo durante el período operacional del Programa. Esta cantidad está basada en un promedio de sub-préstamo de aproximadamente RD$600.00 por beneficiario. Se mantendrá un promedio bajo de los sub-préstamos a los beneficiarios a través del Programa para alcanzar al máximo número de pequeños agricultores. Se emplearán técnicas de préstamos a grupos al extremo máximo práctico.

Esta Actividad estará estrechamente coordinada con las operaciones arriba indicadas del Banco Agrícola en las que los agentes de Crédito Supervisado de SEA utilizarán las 14 oficinas de campo nuevas del Banco Agrícola, al igual que mantendrá la afiliación de las mismas con las actuales oficinas de campo del Banco Agrícola.

3. Componente III. Desarrollo Socio-Económico Rural ($3.4 millones)

a. Propósito

Establecer un esfuerzo factible y comprensivo de desarrollo comunitario rural dentro de SEA.

b. Contribución Financiera

El Prestatario y la A.I.D. contribuirán con las cantidades

estipuladas más abajo durante los años indicados para financiar este Componente del Programa.

TABLA IV a
(en miles)

	1977	1978	1979	Total
Total de la A.I.D.	$400.0	$ 800.0	$ 500.0	$1,700.0
Dólares	-	-	-	-
Pesos	400.0	800.0	500.0	1,700.0
Total del Prestatario				
Pesos	478.4	460.8	$ 760.8	$1,700.0
Total	$878.4	$1,260.8	$1,260.8	$3,400.0

c. Gastos de la Actividad

Los fondos se desembolsarán durante el período indicado para financiar las siguientes Actividsdes bajo este Componente, como aparece más abajo:

(1) Actividad: Programa para el Desarrollo de Agentes para la Región Rural

TABLA IV b
(en miles)

1977	1978	1979	Total
$453.6	$373.2	$373.2	$1,200.0

Propósito: Adiestrar nuevos agentes rurales y proporcionar readiestramiento limitado de los agentes actuales en un intento de ampliar el papel tradicional del agente de extensión rural del

de servir únicamente a los productores agrícolas a un papel de "desarrollo total," abarcando las necesidades sociales de todos los moradores rurales.

El adiestramiento se hará en base escalonada y se les proporcionará a todos los agentes de extensión actuales y nuevos. Los cursos de adiestramiento estarán bajo los auspicios de la Sub-Secretaría de Investigación y Extensión, y se llevarán a cabo en distintas localidades del país. Estos cursos incluirán temas tales como principios de desarrollo de la comunidad, propuesta de proyecto, preparación, fundamentos de contabilidad y demás asuntos relacionados.

Se proporcionarán los fondos del Programa para cubrir los gastos de los salarios de los nuevos agentes; asignaciones de incentivo; equipo y suministros; un fondo para proporcionar préstamos para la compra de motocicletas; viajes y dietas; adiestramiento dentro del país; y operaciones del proyecto (como gastos administrativos, operación y mantenimiento de vehículos y viajes).

(2) Actividad: Desarrollo de la Infraestructura Rural

TABLA IV c
(en miles)

1977	1978	1979	Total
$424.8	$887.6	$887.6	$2,200.0

Propósito: Apoyar los esfuerzos de desarrollo comunitario rural, especialmente con respecto a los proyectos de infraestructura productiva.

Bajo esta actividad los proyectos se indentificarán por los comités de desarrollo de la comunidad, ayudados por agentes de SEA. Las propuestas del proyecto requerirán aprobación por parte de una oficina regional de SEA y, en ciertos casos, de otras agencias del Gobierno Dominicano. Las propuestas del proyecto bajo esta actividad estarán diseñadas para utilizar métodos de construcción de mano de obra intensiva y, a este respecto, deberán demostrar un alto nivel de obreros. La asistencia técnica y los materiales serán proporcionados por SEA o se obtendrán de otras agencias gubernamentales.

Al aprobarse un proyecto en particular, los fondos del Préstamo se les seministrán al comité de desarrollo comunitario en forma de subvención. El agente de la región estará encargado de la vigilancia y tendrá el control del desembolso de los fondos a la comunidad. El comité de desarrollo comunitario tendrá la opción de utilizar los fondos en la forma de subvención o de préstamo, dependiendo del caso. Al comité se le requerirá someter a SEA un informe final detallado en relación al uso de los fondos de la subvención o un informe anual en caso de que se utilicen fondos del Programa como préstamos y se señalan como tal.

Se anticipa que bajo esta Actividad se llevarán a cabo las siguientes actividades:

- 200 hectáreas de terrazas en las laderas
- 300 estructuras de suministro de agua
- 5,000 metros de canales
- 40 centros de mercados de multi-propósitos
- 125 kilómetros de caminos vecinales

De conformidad con la Sección 3.06 de este Acuerdo de Préstamo el SEA elaborará y someterá a la A.I.D. para su aprobación un plan

de ejecución exponiendo lo siguiente: (1) el criterio a utilizarse para seleccionar las commidades que deberán recibir ayuda; (2) el criterio para seleccionar y aprobar las diferentes categorías de los proyectos a ser ejecutados; (3) procedimientos de desembolso; y (4) requisitos para informes.

BANGLADESH

Small Scale Irrigation

Agreement signed at Dacca September 29, 1976;
Entered into force September 29, 1976.
With related letter.

A.I.D. LOAN No. 388-T-010

LOAN AGREEMENT

BETWEEN

THE PEOPLE'S REPUBLIC OF BANGLADESH

AND THE

UNITED STATES OF AMERICA

FOR

SMALL SCALE IRRIGATION—I

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ANNEX A	Description of the Project		

Loan agreement dated the Twenty Ninth day of September, 1976 between the GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH ("Government") and the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.")

ARTICLE I

The Loan

SECTION 1.01. The Loan. A.I.D. hereby agrees to lend to the Government pursuant to the Foreign Assistance Act of 1961, as amended, [1] an amount not to exceed Fourteen Million United States Dollars ($14,000,000) ("Loan") to assist the Government in carrying out the Project referred to in Section 1.02 ("Project"). The Loan shall be used exclusively to finance the United States dollar and local currency costs of goods and services required for the Project.

SECTION 1.02. The Project. The Project, designed to provide small farmers with irrigation equipment, shall consist of the following elements:

A. The supply of raw materials for local manufacture of hand pumps and related components.

B. Establishment of a special credit program to facilitate the purchase of complete handpump tubewell sets by small farmers.

C. A promotional campaign to make farmers aware of the advantages of handpump tubewells and the availability of credit.

The Project is more fully described in Annex A, attached hereto, which may be modified in writing by agreement of the parties hereto. The goods and services to be financed under the Loan shall be listed in the implementation letters ("Implementation Letters") referred to in Section 9.03.

ARTICLE II

Loan Terms

SECTION 2.01. Interest. The Government shall pay to A.I.D. interest which shall accrue at the rate of two percent (2%) per annum for ten 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 shall accrue from the date of each respective disbursement as such date is defined in Section 7.03, and shall be computed on the basis of a 365-day year. Interest shall be payable semi-annually. The first payment of interest shall 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.

[1] 75 Stat. 424; 22 U.S.C. § 2151 note.

SECTION 2.02. Repayment. The Government shall repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement hereunder in sixty-one (61) approximately equal semi-annual installments of Principal and interest. The first installment of Principal shall be payable nine and one-half (9½) years after the date on which the first interest payment is due in accordance with Section 2.01. A.I.D. shall provide the Government with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 2.03. Application, Currency and Place of Payment. All payments of interest and Principal hereunder shall be made in United States Dollars and shall 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, all such payments shall be made to the Controller, Agency for International Development, Washington, D.C., U.S.A., and shall be deemed made when received by the Office of the Controller.

SECTION 2.04. Prepayment. Upon payment of all interest and refunds then due, the Government may prepay, without penalty, all or any part of the Principal. Any such prepayment shall be applied to the installments of Principal in the inverse order of their maturity.

SECTION 2.05. Renegotiation of the Terms of the Loan. The Government agrees to negotiate with A.I.D. at such time or times as A.I.D. may request, an acceleration of the repayment of the Loan in the event that there is any significant improvement in the internal and external economic and financial position and prospects of Bangladesh (taking into account the relative capital requirements of Bangladesh).

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent to Initial Disbursement. Prior to the first disbursement or to the issuance of the first Letter of Commitment under the Loan, the Government shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of the Ministry of Law of Bangladesh that this Agreement has been duly authorized or ratified by, and executed on behalf of the Government, and that it constitutes a valid and legally binding obligation of the Government in accordance with all of its terms;

(b) Evidence of the authority of the person or persons who will act as the representative or representatives of the Government as specified in Section 9.02 and a specimen signature of such person certified as to its authenticity by either the person rendering the legal opinion required by subsection (a) above or the person who has executed this Agreement for the Government;

(c) Establishment of a joint Project Implementation Committee (PIC) consisting of representatives of Bangladesh Krishi Bank (BKB), Integrated Rural Development Program (IRDP), the Planning Commission, A.I.D. and others, for the purpose of coordinating all project activities and conducting the annual project evaluation.

(d) Baseline data to indicate the number of handpump tubewell sets actually manufactured and delivered to buyers during 1974 and 1975, excluding those ordered by or for external donors such as UNICEF or by or for Government agencies such as the Directorate of Public Health Engineering (DPHE).

(e) Baseline data to indicate the number of handpump tubewell sets which would normally have been manufactured in Bangladesh each year over the estimated three years of the project had there been no A.I.D. or other donor-financed projects for such manufacture.

(f) Evidence that there will be sufficient local currency available for purchase of an adequate number of handpump tubewell sets, extension of credit to farmers, administrative costs and promotional activities for the first year of project implementation.

(g) Issuance of banking and credit policy directives and establishment of all financing procedures necessary to permit the sale of handpump tubewell sets on credit.

(h) Evidence of actual credit sales effected between the date of signing of this loan agreement and the date of the first disbursement request.

(i) Such other documents regarding the Project as A.I.D. may reasonably request.

SECTION 3.02. Conditions Precedent to Additional Disbursements. Prior to each additional disbursement for the Project, the Government shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) Evidence of completion of the annual joint A.I.D.-Government evaluations required under the Project schedule and implementation of the agreed recommendations of such evaluations.

(b) Evidence of arrival and out-turn reports and claims concerning any materials under a prior procurement tranche financed by the Loan, when such materials have already arrived in Bangladesh.

(c) Evidence that there will be sufficient local currency available for purchase of handpump tubewell sets, extension of credit to farmers, administrative costs and promotional activities at the beginning of each succeeding year of Project implementation.

(d) Current baseline data, updated on the basis of the experience of the preceding year, to indicate the number of handpump tubewell sets which would normally have been manufactured in Bangladesh had there been no A.I.D. or other donor-financed project for such manufacture.

(e) Evidence of actual cash and credit sales expected between the date of the previous disbursement request and the date of the additional disbursement request.

(f) Such other documents regarding the Project as A.I.D. may reasonably request.

SECTION 3.03. Terminal Date for Meeting Conditions Precedent. If all of the conditions specified in Section 3.01 shall not have 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 terminate this Agreement by giving written notice to the Government.

SECTION 3.04. Notification of Meeting Conditions Precedent. A.I.D. shall notify the Government upon determination by A.I.D. that the conditions precedent to disbursement specified in Section 3.01 have been met.

ARTICLE IV

Special Covenants

SECTION 4.01. Manufacture of Handpump Tubewells. The Government will assure for each year of the Project that handpump tubewells and components manufactured as a result of the Project will be additive to the baseline figures for such year. To the maximum feasible extent the private sector will be called upon to participate in the manufacture and marketing of handpump tubewells.

SECTION 4.02. Local Currency Funding. The Government will provide all local currency needed to finance additional credit sales of handpump tubewell sets, up to the total number of such sets produced under the Project.

ARTICLE V

General Covenants and Warranties

SECTION 5.01. Execution of the Project.

(a) The Government will cause the implementing agencies to carry out the Project with due diligence and efficiency, and in conformity with sound administrative and financial practices and shall not take nor permit any action to be taken which would interfere with the effective implementation of the Project.

(b) The Government will cause the implementing agencies to implement the Project in such manner as to ensure the continuing and successful achievement of the Project purposes.

SECTION 5.02. Funds and Other Resources to be Provided by the Government. The Government shall make available to the implementing agencies promptly as needed, the land, funds (including sufficient budgetary allocations in local currency), facilities, services, personnel, and other resources, which are required, in addition to the Loan, for carrying out the Project. The Government agrees that

its contribution to the Project will not be less than twenty-five percent (25%) of the total Project cost.

SECTION 5.03. Continuing Consultation. The Government and A.I.D. shall cooperate fully to assure that the purpose of the Loan will be accomplished. To this end, the Government and A.I.D. shall from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Project, the performance by the Government of its obligations under this Agreement, the performance of the consultants, contractors, and suppliers engaged on the Project and other matters relating to the Project.

SECTION 5.04. Management. The Government through its implementing agencies shall provide qualified and experienced management for the Project, and it shall train such staff as may be appropriate for the maintenance and operation of the Project.

SECTION 5.05. Taxation. This Agreement, the Loan, and any evidence of indebtedness issued in connection herewith shall be free from, and the Principal and interest shall be paid without deduction for and be free from, any taxation or fees imposed under the laws in effect within Bangladesh. To the extent that (a) any non-Bangladesh contractor, including any consulting firm, any non-Bangladesh personnel of such contractor financed hereunder, and any property or transactions relating to such contracts and (b) any procurement transaction financed hereunder, are not exempt from identifiable taxes, tariffs, duties, and other levies imposed under laws in effect in Bangladesh, the Government shall, as and to the extent prescribed in and pursuant to Implementation Letters, pay or reimburse the same under Section 5.02 of this Agreement with funds other than those provided under the Loan.

SECTION 5.06. Utilization of Goods and Services.

(a) Goods and services financed under the Loan shall be used exclusively for the Project, except as A.I.D. may otherwise agree in writing. Upon completion of the Project, or at such other time as goods financed under the Loan can no longer usefully be employed for the Project, the Government may use or dispose of such goods in such manner as A.I.D. may agree to in writing prior to such use or disposition.

(b) Except as A.I.D. may otherwise agree in writing, no goods or services financed under the Loan shall be used to promote or assist any foreign aid project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such use.

SECTION 5.07 Disclosure of Material Facts and Circumstances. The Government represents and warrants that all facts and circumstances that it has disclosed or caused to be disclosed to A.I.D. in the course of obtaining the Loan are accurate and complete, and that it has disclosed to A.I.D., accurately and completely, all facts and circumstances that might materially affect the Project and the discharge of its obligations under this Agreement. The Government shall promptly inform A.I.D. of any facts and circumstances that may hereafter arise that might materially affect, or that it is reasonable to believe might materially affect, the Project or the discharge of the Government's obligations under this Agreement.

SECTION 5.08. Commissions, Fees, and Other Payments.

(a) The Government warrants and covenants that in connection with obtaining the Loan, or taking any action under or with respect to this Agreement, it has not paid, and will not pay or agree to pay, nor to the best of its knowledge has there been paid nor will there be paid or agreed to be paid by any other person or entity, commissions, fees, or other payments of any kind, except as regular compensation to the Government's full time officers and employees or as compensation for bona fide professional, technical, or comparable services. The Government shall promptly report to A.I.D. any payment or agreement to pay for such bona fide professional, technical, or comparable services to which it is a party or of which it has knowledge (indicating whether such payment has been made or is to be made on a contingent basis), and if the amount of any such payment is deemed unreasonable by A.I.D., the same shall be adjusted in a manner satisfactory to A.I.D.

(b) The Government warrants and covenants that no payments have been or will be received by the Government, or any officials of the Government, in connection with the procurement of goods and services financed hereunder, except fees, taxes or similar payments legally established in Bangladesh.

SECTION 5.09. Maintenance and Audit of Records. The Government shall maintain, or cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating both to the Project and to this Agreement. Such books and records shall, without limitation, be adequate to show:

(a) the receipt and use made of goods and services acquired with funds disbursed pursuant to this Agreement;
(b) the nature and extent of solicitations of prospective suppliers of goods and services acquired;
(c) the basis of the award of contracts and orders to successful bidders; and
(d) the progress of the Project.

Such books and records shall be annually audited, in accordance with sound auditing standards, by the Auditor General of Bangladesh or an auditor acceptable to A.I.D., for such period and at such intervals as may be mutually agreed and shall be maintained for five years after the date of the last disbursement by A.I.D. or until all sums due A.I.D. under this Agreement have been paid, whichever date shall first occur.

SECTION 5.10. Reports. The Government shall furnish to A.I.D. such information and reports relating to the Loan and to the Project as A.I.D may request.

SECTION 5.11. Inspections. The authorized representatives of A.I.D shall have the right at all reasonable times to inspect the Project, the utilization of all goods and services financed under the Loan, and the Government's books, records, audit reports and other documents relating to the Project and the Loan. The Government shall cooperate with A.I.D. to facilitate such inspections.

SECTION 5.12. Evaluations. Except as A.I.D. may otherwise agree, the Project will be evaluated by the PIC on an annual basis, at the end of each winter crop cycle, to determine whether the outputs are being achieved and the Project purposes accomplished. Criteria for such evaluations will be specified in Implementation Letters.

ARTICLE VI

Procurement

SECTION 6.01. Procurement from Selected Free World Countries. Except as A.I.D. may otherwise agree in writing, and except as provided in subsection 6.08(c) with respect to marine insurance, disbursements made pursuant to Section 7.01(a) shall be used exclusively to finance the procurement for the Project of goods and services having their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts are entered into for such goods and services. Goods and services procured pursuant to this Section shall be referred to as "Selected Free World Goods" and "Selected Free World Services" respectively. All ocean shipping financed under the Loan shall have both its source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time of shipment.

SECTION 6.02. Procurement from Bangladesh. Disbursements made pursuant to Section 7.01(b) shall be used exclusively to finance the procurement for the Project of goods and services having both their source and origin in Bangladesh, except as A.I.D. may otherwise agree in writing.

SECTION 6.03. Eligibility Date. Except as A.I.D. may otherwise agree in writing, no goods and services may be financed under the

Loan which are procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement.

SECTION 6.04. Goods and Services Not Financed Under Loan. Goods and services procured for the Project, but not financed under the Loan, shall have their source and origin in countries included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time orders are placed for such goods and services.

SECTION 6.05. Implementation of Procurement Requirements. The definitions applicable to the eligibility requirements of Sections 6.01, 6.02, and 6.04 will be set forth in detail in Implementation Letters.

SECTION 6.06. Plans, Specifications, and Contracts.

(a) Except as A.I.D. may otherwise agree in writing, the Government shall furnish to A.I.D. promptly upon preparation, all plans, specifications, schedules, bid documents, and contracts relating to the Project, and any modifications therein, whether or not the goods and services to which they relate are financed under the Loan.

(b) Except as A.I.D. may otherwise agree in writing, all of the plans, specifications, and schedules furnished pursuant to subsection (a) above shall be approved by A.I.D. in writing.

(c) All bid documents and documents related to the solicitation of proposals relating to goods and services financed under the Loan shall be approved by A.I.D. in writing prior to their issuance. All plans, specifications, and other documents relating to goods and services financed under the Loan shall be in terms of United States standards and measurements, except as A.I.D. may otherwise agree in writing.

(d) The following contracts financed under the Loan shall be approved by A.I.D. in writing prior to their execution:

(i) contracts for professional services;
(ii) contracts for such other services as A.I.D. may specify; and
(iii) contracts for such equipment and materials as A.I.D. may specify.

In the case of any of the above contracts for services, A.I.D. shall also approve in writing the contractor and such contractor personnel as A.I.D. may specify. Material modifications in any of such contracts and changes in any of such personnel shall also be approved by A.I.D. in writing prior to their becoming effective.

(e) Consulting firms used by the Government for the Project but not financed under the Loan, the scope of their services and such of their personnel assigned to the Project as A.I.D. may specify, shall be acceptable to A.I.D.

SECTION 6.07. Reasonable Price. No more than reasonable prices shall be paid for any goods or services financed, in whole or in part, under the Loan, as more fully described in Implementation Letters.

Such items shall be procured on a fair and, except for professional services, on a competitive basis in accordance with procedures therefor prescribed in Implementation Letters.

SECTION 6.08. Shipping and Insurance.

(a) Selected Free World Goods financed under the Loan shall be transported to Bangladesh only on flag carriers of a country included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of shipment. No such goods may be transported on any ocean vessel (or aircraft) (I) which A.I.D., in a notice to the Government, has designated as ineligible to carry AID financed goods or (u) which has been chartered for the carriage of AID financed goods unless such carrier has been approved by AID.

(b) Unless A.I.D. shall determine that privately-owned United States-flag commercial vessels are not available at fair and reasonable rates for such vessels, (i) at least fifty percent (50%) of the gross tonnage of all goods (computed separately for dry bulk carriers, dry cargo liners and tankers) financed under the Loan which may be transported on ocean vessels shall be transported on private-owned United States-flag commercial vessels, and (ii) at least fifty percent (50%) of the gross freight revenue generated by all shipments financed under the Loan and transported to Bangladesh on dry cargo liner shall be paid to or for the benefit of privately-owned United States-flag commercial vessels. Compliance with the requirements of (i) and (ii) above must be achieved with respect to both cargo transported from U.S. ports and cargo transported from non-U.S. ports, computed separately.

(c) Marine insurance on Selected Free World Goods may be financed under the Loan with disbursements made pursuant to Section 7.01, provided (i) such insurance is placed at the lowest available competitive rate in Bangladesh or in a country included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time of placement, and (ii) claims thereunder are payable in the currency in which such goods were financed or in any freely convertible currency. If the Government, by statute, decree, rule, regulation, or practice discriminates with respect to A.I.D.-financed procurement against any marine insurance company authorized to do business in any State of the United States, then all goods shipped to the cooperating country financed under the Loan shall be insured against marine risks and such insurance shall be placed in the United States with a company or companies authorized to do a marine insurance business in a State of the United States.

(d) The Government shall insure, or cause to be insured, all Selected Free World Goods financed under the Loan against risks incident to their transit to the point of their use in the Project. Such insurance shall be issued upon terms and conditions consistent with sound commercial practice and shall insure the full value of the goods.

Any indemnification received by the Government under such insurance shall be used to replace or repair any material damage or any loss of the goods insured or shall be used to reimburse the Government for the replacement or repair of such goods. Any such replacements shall have their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts are entered into for such replacements, and shall be otherwise subject to the provisions of this Agreement. To the extent that the Government does not procure marine insurance, the Government shall provide the necessary resources, acceptable to A.I.D., to permit replacement or repair of any lost or damaged goods procured under this Agreement, to the extent that such replacement or repair of lost or damaged goods is normally recoverable under marine insurance.

SECTION 6.09. Notification to Potential Suppliers. In order that all United States firms shall have the opportunity to participate in furnishing goods and services to be financed under the Loan, the Government shall furnish to A.I.D. such information with regard thereto, and at such times, as A.I.D. may request in Implementation Letters.

SECTION 6.10. United States Government-owned Excess Property. The Government shall utilize, with respect to goods financed under the Loan to which the Government takes title at the time of procurement, such reconditioned United States Government-owned Excess Property as may be consistent with the requirements of the Project and as may be available within a reasonable period of time. The Government shall seek assistance from A.I.D. and A.I.D. will assist the Government in ascertaining the availability of and in obtaining such Excess Property. A.I.D. will make arrangements for any necessary inspection of such property by the Government or its representative. The costs of inspection and of acquisition, and all charges incident to the transfer to the Government of such Excess Property, may be financed under the Loan. Prior to the procurement of any goods, other than Excess Property, financed under the Loan and after having sought such A.I.D. assistance, the Government shall indicate to A.I.D. in writing on the basis of information then available to it, either that such goods cannot be made available from reconditioned United States Government-owned Excess Property on a timely basis or that the goods that can be made available are not technically suitable for use in the Project.

SECTION 6.11. Information and Marking. The Government shall give publicity to the Loan and the Project as a program of United States aid, identify the Project site, and mark goods financed under the Loan, as prescribed in Implementation Letters.

ARTICLE VII

Disbursements

SECTION 7.01. Disbursements for Project.

(a) Reimbursement for United States Dollar Costs. Upon satisfaction of conditions precedent, A.I.D. will reimburse the Government through Letters of Commitment for the United States Dollar costs of goods and services procured for the Project upon receipt of requests for such reimbursement from the Government upon such schedule and accompanied by such supporting documentation as A.I.D. may prescribe in Implementation Letters. Banking charges incurred by the Government in connection with Letters of Credit and such other banking charges as A.I.D. and the Government may agree may be financed under the Loan.

(b) Reimbursement for Local Currency Costs. Upon satisfaction of conditions precedent, the Government may request A.I.D. to reimburse the local currency costs of goods and services procured for the Project by submitting requests to A.I.D. upon such schedule and accompanied by such supporting documentation as A.I.D. may prescribe in Implementation Letters. Payment for local currency costs shall be in United States Dollars and shall be determined by the highest lawful selling rate for United States Dollars on the date on which reimbursement is made.

(c) Maximum Amount Available for Disbursement. In no event shall the amount available for disbursement for foreign exchange and local currency costs exceed the amount of the Loan established in Section 1.01. This Loan thus establishes a line of credit which may be utilized until either funding is exhausted or the terminal disbursement dates expire.

SECTION 7.02. Other Forms of Disbursement. Disbursement of the Loan may also be made through such other means as the Government and A.I.D. may agree to in writing.

SECTION 7.03. Date of Disbursement. Disbursements by A.I.D. will be deemed to occur (a) in the case of disbursements pursuant to Section 7.01(a), on the date on which A.I.D. makes a disbursement to the Government or its designee, and (b) in the case of disbursements pursuant to Section 7.01(b), on the date on which A.I.D. disburses local currency or the United States Dollar equivalent to the Government or its designee.

SECTION 7.04. Terminal Dates for Contracting and Disbursement. Except as A.I.D. may otherwise agree in writing, no contracts for imports under this project shall be entered into after September 28, 1979; no disbursement shall be made hereunder in response to requests received by A.I.D. after March 31, 1979, and no disbursement or reimbursement shall be made against documentation received by A.I.D. after December 31, 1979. A.I.D., at its option, may at any

time or times after March 28, 1980, reduce the Loan by all or any part thereof for which documentation was not received by such date.

ARTICLE VIII

Cancellation and Suspension

SECTION 8.01. Cancellation by the Government. The Government may, with the prior written consent of A.I.D., by written notice to A.I.D., cancel any part of the Loan (i) which, prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse, or (ii) which has not then been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit.

SECTION 8.02. Events of Default; Acceleration. If any one or more of the following events ("Events of Default") shall occur:

(a) The Government shall have failed to pay when due any interest or installment of Principal required under this Agreement;
(b) The Government shall have failed to comply with any other provision of this Agreement, including, but without limitation, the obligation to carry out the Project with due diligence and efficiency;
(c) The Government shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any other agreement between the Government or any of its agencies and A.I.D., or any of its predecessor agencies;

Then A.I.D. may, at its option, give to the Government notice that all or any part of the unrepaid Principal shall be due and payable sixty (60) days thereafter, and, unless the Event of Default is cured within such sixty (60) days:

(i) such unpaid Principal and accrued interest shall be due and payable immediately; and
(ii) the amount of any further disbursements made under then outstanding irrevocable Letters of Credit or otherwise shall become due and payable as soon as made.

SECTION 8.03. Suspension of Disbursement. In the event that at any time:

(a) An Event of Default has occurred; or
(b) 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 Government will be able to perform its obligations under this Agreement; or
(c) Any disbursement by A.I.D. would be in violation of the legislation governing A.I.D.; or

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

Then A.I.D. may, at its option:

(i) suspend or cancel outstanding commitment documents to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit, in which event A.I.D. shall give notice to the Government promptly thereafter;
(ii) decline to make disbursements other than then outstanding commitment documents;
(iii) decline to issue additional commitment documents;
(iv) at A.I.D.'s expense, direct that title to goods financed under the Loan shall be transferred to A.I.D. if the goods are from a source outside Bangladesh, are in a deliverable state and have not been offloaded in ports of entry of Bangladesh. Any disbursement made or to be made under the Loan with respect to such transferred goods shall be deducted from Principal.

SECTION 8.04. Cancellation by A.I.D. Following any suspension of disbursements pursuant to Section 8.03, if the cause or causes for such suspension of disbursements shall not have been eliminated or corrected within sixty (60) days from the date of such suspension, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 8.05. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement, or acceleration of repayment, the provisions of this Agreement shall continue in full force and effect until the payment in full of all Principal and any accrued interest hereunder.

SECTION 8.06. Refunds.

(a) In the case of any disbursement not supported by valid documentation in accordance with the terms of this Agreement, or of any disbursement not made or used in accordance with the terms of this Agreement, A.I.D., notwithstanding the availability or exercise of any of the other remedies provided for under this Agreement, may require the Government to refund such amount in United States dollars to A.I.D. within thirty days after receipt of a request therefor. Such amount shall be made available first for the cost of goods and services procured for the Project hereunder, to the extent justified; the remainder, if any, shall be applied to the installments

of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder. Notwithstanding any other provision in this Agreement, A.I.D.'s right to require a refund with respect to any disbursement under the Loan shall continue for five years following the date of such disbursement.

(b) In the event that A.I.D. receives a refund from any contractor, supplier, or banking institution, or from any other third party connected with the Loan, with respect to goods or services financed under the Loan, and such refund relates to an unreasonable price for goods or services, or to goods that did not conform to specifications, or to services that were inadequate, A.I.D. shall permit the Government to reuse such refunds if the terminal date for disbursements under Section 7.05 has not passed and there is sufficient time for the Government to utilize the funds before such terminal date. In the event that the terminal date for disbursement has passed or there is not sufficient time to utilize the funds before the terminal date, the refunds shall be applied to the installments of Principal in the inverse order of their maturity.

SECTION 8.07. Expenses of Collection. All reasonable costs incurred by A.I.D., other than salaries of its staff, in connection with the collection of any refund or in connection with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 8.02 may be charged to the Government and reimbursed to A.I.D. in such manner as A.I.D. may specify.

SECTION 8.08. Nonwaiver of Remedies. No delay in exercising or omission to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of any of such rights, powers, or remedies.

ARTICLE IX

Miscellaneous

SECTION 9.01. Communications. Any notice, request, document, or other communication given, made, or sent by the Government or A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable or radiogram and shall be deemed to have been duly given, made, or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegram, cable, or radiogram at the following addresses:

TO THE GOVERNMENT:

Mail Address: Secretary
Ministry of Planning
Government of Bangladesh
Sher-e-Bangla Nagar
Dacca, Bangladesh

28-843 O - 78 - 44

Cable Address: PLANCOM

To A.I.D.

Mail Address: USAID Mission/Bangladesh
American Embassy
Adamjee Court
P.O. Box 323, Ramna
Dacca-2, Bangladesh

Cable Address: USAID/Bangladesh

Other addresses may be submitted for the above upon the giving of notice. All notices, requests, communications, and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 9.02. Representatives. For all purposes relative to this Agreement, the Government will be represented by the individuals holding or acting in the office of Secretary and Joint Secretary, External Resources Division, Ministry of Planning and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID Mission/Bangladesh. Such individuals shall have the authority to designate additional representatives by written notice. In the event of any replacement or other designation of a representative hereunder, the Government shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Government designated pursuant to this Section, it may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 9.03. Implementation Letters. A.I.D. shall from time to time issue Implementation Letters that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

SECTION 9.04. Promissory Notes. At such time or times as A.I.D. may request, the Government shall issue promissory notes or such other evidences of indebtedness with respect to the Loan, in such form, containing such terms and supported by such legal opinions as A.I.D. may reasonably request provided the terms of such promissory notes or other evidence of indebtedness are not inconsistent with the terms and conditions contained in this Loan Agreement.

SECTION 9.05. Termination Upon Full Payment. Upon payment in full of the Principal and of any accrued interest, this Agreement and all obligations of the Government and A.I.D. under this Loan Agreement shall terminate.

IN WITNESS WHEREOF, the Government and the United States of America, each acting through its respective 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 THE PEOPLE'S REPUBLIC OF BANGLADESH

By E HOSSAIN

Name: Ekram Hossain
Title: *Joint Secretary, External Resources Division Ministry of Planning.*

GOVERNMENT OF THE UNITED STATES OF AMERICA

By J S TONER

Name: Joseph S. Toner
Title: *Director USAID/Bangladesh.*

ANNEX A

DESCRIPTION OF THE PROJECT

The project of which this Loan is a part provides for the promotion and sale of handpump tubewell sets for use in irrigating crops. Credit will be available for the purchase of such sets. Loan proceeds will finance the costs of importing materials necessary for the manufacture of handpump tubewells in Bangladesh, and a portion of the local costs of manufacturing, distributing and marketing handpump tubewells and all components.

The Government of Bangladesh through the implementing agencies will establish banking and credit policies and financial procedures for making credit available to farmers to purchase handpump tubewell sets. The availability of handpump tubewells and credit will be advertised through a variety of information media.

An estimated 240,000 handpump tubewell sets will be financed under the project; approximately half of these will be sold through the credit component of the project.

The project will result in improved access to irrigation equipment at low cost. It will enable increased cropping of land, increases in food grain production and expanded opportunities for small farmers to increase incomes.

[RELATED LETTER]

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT
DACCA, BANGLADESH

Dr. EKRAM HOSSAIN

Joint Secretary, Ministry of Planning
Government of Bangladesh
Dacca

DEAR DR. HOSSAIN:

I refer to the Loan Agreement between the Government of the People's Republic of Bangladesh (hereinafter called Government) and the United States of America, A.I.D. Loan No. 388-T-010 dated September 29, 1976, providing for assistance to the People's Republic of Bangladesh for Small Scale Irrigation I.

This is to confirm our understanding that the Government will use its best efforts to procure in the United States, during the disbursement period as set forth in Section 7.04 of the Loan Agreement, goods and services of a value equivalent to the amount of U.S. dollars disbursed to the Government pursuant to Section 7.01(b) of the Loan Agreement. It is our further understanding that the Government will provide A.I.D. with annual reports as to the value of goods and services procured in the United States with the first such report to be due twelve months after the date of the Loan Agreement. In computing the value of such goods and services, goods and services procured with funds provided by A.I.D. shall not be included.

If the above accurately reflects our mutual understanding, please so signify by signing at the indicated place below.

Sincerely yours,
J S TONER

Joseph S. Toner
Director

E HOSSAIN

Dr. Ekram Hossain
Joint Secretary, Ministry of Planning
Government of Bangladesh
Dacca.

SEPTEMBER 29, 1976
Date

TIAS 8580

ISRAEL

Economic and Political Stability

Agreement signed at Washington September 22, 1976;
Entered into force September 22, 1976.

LOAN AGREEMENT

BETWEEN

THE GOVERNMENT OF ISRAEL

AND THE

UNITED STATES OF AMERICA

LOAN AGREEMENT NO. 271-K-142

Date. SEPTEMBER 22, 1976

Loan Agreement, dated the 22 day of September, 1976 between the Government of Israel, ("Borrower") and the Government of the United States of America, acting through the Agency for International Development ("A.I.D.").

ARTICLE I

The Loan

SECTION 1.01. The Loan. In accordance with the Technical Cooperation Agreement between the United States of America and Israel entered into force on February 26, 1951 and upon the terms and conditions stated herein, A.I.D agrees to lend to the Borrower, pursuant to the Foreign Assistance Act of 1961, as amended,[1] an amount not to exceed Twenty Five Million United States Dollars ($25,000,000) (the "Loan"), for the purpose of financing the foreign exchange costs of certain commodities, commodity-related services and other related expenditures to promote the economic and political stability of Israel. Such commodities, services and expenses authorized to be financed hereunder are hereinafter referred to as "Eligible Items" The aggregate amount of disbursements under the Loan is hereinafter referred to as "Principal".

ARTICLE II

Loan Terms

SECTION 2.01. Interest. The Borrower shall pay to A.I.D. interest which shall accrue at the rate of two percent (2%) per annum for ten 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 shall accrue from the date of each respective disbursement (as such date is defined in Section 6.03) and shall be computed on the basis of a 365-day year. Interest shall be payable semi-annually. The first payment of interest shall 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 2.02. Repayment. The Borrower shall repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement hereunder in sixty-one (61) approximately equal semi-annual installments of Principal and interest. The first installment of Principal shall be payable nine and one-half (9½) years after the date on which the first interest payment is due in accordance with Section 2.01. A.I.D shall provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 2.03. Application, Currency and Place of Payment. All payments of interest and Principal hereunder shall be made in United

[1] 75 Stat. 424, 22 U.S.C. § 2151 note.

States dollars and shall 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, all such payments shall be made to the Office of Financial Management, Agency for International Development, Washington, D.C. 20523, U.S.A., and shall be deemed made when received by the Office of Financial Management.

SECTION 2.04. Prepayment. Upon payment of all interest and refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Any such prepayment shall be applied to the installments of Principal in the inverse order of their maturity.

SECTION 2.05. Renegotiation of the Terms of the Loan. The Borrower agrees to negotiate with A.I.D., at such time or times as A.I.D. may request, an acceleration of the repayment of the Loan in the event that there is any significant improvement in the internal and external economic and financial position and prospects of Israel.

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent. Except as A.I.D. may otherwise agree in writing, prior to the issuance of the first disbursement authorization, the Borrower shall furnish in form and substance satisfactory to A.I.D.:

(a) An opinion of the Borrower's Ministry of Justice or other counsel satisfactory to A.I.D. that this Agreement has been duly authorized or ratified by, and executed on behalf of the Borrower and constitutes a valid and legally binding obligation of the Borrower in accordance with its terms;

(b) The name of the person or persons who will act as the representative or representatives of the Borrower pursuant to Section 8.02 hereunder together with evidence of his or their authority and a specimen signature of each person certified as to its authenticity.

SECTION 3.02. Terminal Date for Meeting Conditions Precedent to Disbursement. If all the conditions specified in Section 3.01 shall not have been met within ninety (90) days after 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 giving written notice to the Borrower.

SECTION 3.03. Notification of Meeting Conditions Precedent to Disbursement. A.I.D. shall notify the Borrower upon determination by A.I.D. that the conditions precedent to disbursement specified in Section 3.01 have been met.

ARTICLE IV

General Covenants

SECTION 4.01. Commissions, Fees, and Other Payments. Borrower warrants and covenants that in connection with obtaining the

assistance to be furnished hereunder or any action under this Agreement it has not paid and will not pay or agree to pay nor to the best of its knowledge has there been paid or will there be paid or agreed to be paid by any other person or entity, commissions, fees, or other payments of any kind, except as regular compensation to Borrower's full-time officers and employees or as compensation for bona fide professional, technical, or other comparable services. Borrower shall promptly report to A.I.D any payment or agreement to pay for such bona fide professional, technical, or other comparable services to which it is a party or of which it has knowledge and if the amount of any such payment is deemed unreasonable by A.I.D., Borrower shall cause a reduction satisfactory to A.I.D to be made therein.

SECTION 4.02. Marine Insurance. If in connection with the placement of marine insurance on shipments eligible for reimbursement hereunder, Borrower by statute, decree, rule or regulation discriminates against any marine insurance company authorized to do business in any state of the United States, during the continuance of such discrimination commodities otherwise eligible for reimbursement thereunder shall not be so reimbursed unless they have been insured against marine risk in the United States with a company or companies authorized to do a marine insurance business in any state of the United States.

SECTION 4.03. Ocean Shipment.

(a) At least 50% of the gross tonnage of all commodities (computed separately for dry bulk carriers, dry cargo liners and tankers) for which reimbursement is requested, which may be transported on ocean vessels shall have been transported on privately-owned U.S. flag commercial vessels, to the extent such vessels are available at fair and reasonable rates for U.S. flag commercial vessels. Determination that U.S. flag commercial vessels are not so available must be made by A.I.D Additionally, at least 50% of the gross freight revenue generated by all shipments financed hereunder and transported on dry cargo liners shall be paid to or for the benefit of privately owned U.S. flag commercial vessels.

(b) Reimbursement will not be made for commodities which have been transported on any ocean vessel which A.I.D has designated as ineligible.

SECTION 4.04. U.S. Treasury Department Regulations. Procurement transactions shall comply with the requirements of the Foreign Assets Control Regulation and Cuban Assets Control Regulation of the U.S. Treasury Department.

ARTICLE V

Procurement, Utilization and Eligibility of Commodities

SECTION 5.01. Source Requirement. The authorized A.I.D Geographic Code for purposes of determining Eligible Items is Code

000 (United States) as defined in the A.I.D. Geographic Code Book. Eligible Items shall meet the "source" requirements set forth in A.I.D. Regulation 1, Section 201.11(b). "Source" is defined in A.I.D. Regulation 1, Section 201.01(q).

SECTION 5.02. Date of Procurement. No commodities or commodity-related services may be financed hereunder for which delivery to the importer or his agent was made prior to the Eligibility Date, which shall be January 1, 1976.

SECTION 5.03. Eligible Items. Unless otherwise agreed by A.I.D. in writing, Eligible Items for financing under this Loan shall consist of new and unused commodities listed as eligible in the A.I.D. Commodity Eligibility Listing dated December 16, 1974, as amended (provided as an attachment of the Commodity Procurement Instruction transmitted with the first of the Implementation Letters which shall be issued to the Borrower) and of those commodity-related services as defined in paragraphs (i), (l), (o) of Section 201.01 of A.I.D. Regulation 1. A.I.D may decline to finance any specific commodity or commodity-related service when in its judgment such financing would be inconsistent with the purposes of this Loan or the Foreign Assistance Act of 1961, as amended.

SECTION 5.04. Utilization of Commodities. Borrower shall use its best efforts to prevent the use of commodities financed under this Agreement to promote or assist any project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such projected use, except with the prior written consent of A.I.D. Borrower shall use its best efforts to restrict the purchase of Eligible Items to purchases for use within the geographic areas which were subject to State of Israel administration prior to June 5, 1967.

SECTION 5.05. Minimum Value of Transactions. Except where authorized by A.I.D. in writing, no transaction financed under this Agreement shall be in an amount less than five thousand dollars ($5,000). Individual procurements of less than five thousand dollars may be combined and treated as one transaction to satisfy this requirement if they involve procurements from the same supplier and the total of such procurements equals or exceeds five thousand dollars and the documentation is submitted simultaneously. The supplier must identify each transaction by separate invoice number and date in the "Certificate to A.I.D." attached to this Agreement or in AID Form 282.

SECTION 5.06. Prices, Commissions. Reimbursement will not be made for purchase of any commodity purchased at prices higher than the market price prevailing in the United States at the time of purchase, adjusted for differences in the cost of transportation to destination, quality and terms of payment.

SECTION 5.07 Eligible Suppliers. Commodities financed under this Loan shall be purchased from the eligible suppliers as described in paragraph (u), Section 201.11 of A.I.D. Regulation 1.

SECTION 5.08. Effective Use of Commodities. The Borrower shall ensure that the Eligible Items financed under this Agreement shall be effectively used for the purpose for which the assistance is made available. Such effective use shall include the prompt processing of commodity imports through customs at ports of entry and the removal from customs of such commodities by the importer.

ARTICLE VI

Procedures

SECTION 6.01. Disbursements. To obtain disbursements hereunder, Borrower may from time to time submit to A.I.D. or its designee, documentation of the foreign exchange costs of an importation of Eligible Items. Such documentation shall consist of:

(a) Supplier's invoice with evidence of payment.

(b) Bill of Lading, or delivery receipt, or such other document evidencing delivery and which is acceptable to A.I.D.,

(c) (1) A "Certificate to A.I.D.", a copy of which is attached hereto as Exhibit A, or "Certificate to A.I.D. for Agricultural Commodities" which is hereto is attached as Exhibit B, executed by the supplier; or

(2) A.I.D. Form 282 Supplier's Certificate, executed by the supplier.

Such documentation shall be reviewed by A.I.D prior to making disbursement hereunder.

SECTION 6.02. Additional Information. Should A.I.D. require any information in addition to that submitted under Section 6.01 above concerning the purchase price or other information relevant to any given transaction, the Borrower agrees to secure such information and furnish the same to A.I.D.

SECTION 6.03. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur on the date on which A.I.D. makes a disbursement to the Borrower, to its designee or to a banking institution pursuant to a Letter of Commitment.

SECTION 6.04. Terminal Date of Disbursement. Except as A.I.D. may otherwise agree in writing, no disbursements shall be made against documentation received after September 30, 1977.

ARTICLE VII

Cancellation and Suspension

SECTION 7.01. Cancellation by Borrower. The Borrower may by prior written notice to A.I.D., cancel any part of the Loan which, prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse, or which has not then been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit.

SECTION 7.02. Events of Default; Acceleration. If any one or more of the following events ("Events of Default") shall occur:

(a) The Borrower shall have failed to pay when due any interest or installment of Principal required under this Agreement;
(b) The Borrower shall have failed to comply with any other provision of this Agreement;
(c) The Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan, guaranty, or other agreement between the Borrower or any of its agencies and A.I.D. or any of its predecessor agencies;

then A.I.D., at its option, may give the Borrower notice that all or any part of the unrepaid Principal shall be due and payable sixty (60) days thereafter, and, unless the Event of Default is cured within such sixty (60) days, (i) such unrepaid Principal and any accrued interest hereunder shall be due and payable immediately, and (ii) the amount of any subsequent disbursements made under then outstanding Disbursement Authorizations shall become due and payable as soon as made.

SECTION 7.03. Suspension of Disbursements. In the event that at any time:

(a) an Event of Default has occurred;
(b) an event occurs that A.I.D. determines makes it improbable either that the purposes of the Loan will be attained or that the Borrower will be able to perform its obligations under this Agreement;
(c) any disbursement would be in violation of the legislation governing A.I.D.; or
(d) the Borrower shall have failed to pay when due any interest or any installment of Principal or any 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., at its option, may: (i) suspend or cancel any outstanding Disbursement Authorizations to the extent that A.I.D. has not made direct reimbursement to the Borrower, giving notice to the Borrower promptly thereafter; (ii) decline to make disbursements other than under outstanding Letters of Commitment; (iii) decline to issue additional Disbursement Authorizations; and (iv) at A.I.D.'s expense, direct that title to goods financed under the Loan shall be transferred to A.I.D., if the goods are from a source outside Israel, in a deliverable state, and have not been offloaded in ports of entry of Israel. Any disbursement made under the Loan with respect to such transferred goods shall be deducted from Principal in the manner of prepayment of Principal.

SECTION 7.04. Cancellation by A.I.D. Following any suspension of disbursements pursuant to Section 7.03, if the cause or causes for such suspension of disbursements shall not have been eliminated

or corrected within sixty (60) days from the date of such suspension, A.I.D may, at its option, at any time or times thereafter, cancel all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 7.05. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement or acceleration of repayment, the provisions of this Agreement shall continue in full force and effect (as to any funds disbursed under this Loan) until the repayment in full of all Principal and any accrued interest hereunder.

SECTION 7.06. Refunds. If A.I.D determines that any disbursement is not supported by valid documentation in accordance with this Agreement, or is a violation of U.S. law, or that the commodities financed under this Agreement are not financed or used in accordance with the terms of this Agreement, A.I.D may at its option either: (1) authorize the Borrower to present valid documentation to cover the amount found to be ineligible; or (2) require the Borrower to pay to A.I.D., within 90 days of reciept of notification by A.I.D., an amount not to exceed the amount of ineligible disbursements. Except as A.I.D may otherwise agree in writing, refunds paid by the Borrower to A.I.D resulting from violations of the terms of this Agreement shall be considered as a reduction in the amount of A.I.D.'s obligations under the Agreement and shall not be available for reuse under the Agreement.

SECTION 7.07 Expenses of Collection. All reasonable costs incurred by A.I.D., other than salaries of its staff, in connection with the collection of any refund or in connection with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 7.02 may be charged to the Borrower and reimbursed to A.I.D in such manner as A.I.D may specify

SECTION 7.08. Nonwaiver of Remedies. No delay in exercising or omission to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of any of such rights, powers, or remedies.

ARTICLE

Miscellaneous

SECTION 8.01. Reports. The Borrower shall furnish A.I.D. with such information and reports relating to this Loan, and permit such inspection, review of records, or audit, as A.I.D. may reasonably request.

SECTION 8.02. Use of Representatives.

(a) All actions required or permitted to be performed or taken under this Agreement by Borrower or A.I.D may be performed by their respective duly authorized representatives.

(b) The Borrower hereby designates the Economic Minister, Embassy of Israel, as its representative with the authority to designate

in writing other representatives of Borrower in its dealings with A.I.D. Borrower's representatives designated pursuant to the preceding sentence, unless A.I.D. is given notice otherwise, shall have authority to agree on behalf of Borrower to any modification of this Agreement which does not substantially increase Borrower's obligations hereunder. Until receipt by A.I.D. or written notice of revocation by Borrower of the authority of any of its representatives, A.I.D. may accept the signature of such representatives on any instrument as conclusive evidence that any action effected by such instrument is authorized by Borrower.

SECTION 8.03. Communications. Any notice, request, or other communication or any document given, made or sent by Borrower or A.I.D pursuant to this Agreement shall be in writing and shall be deemed to have been duly given, made or sent to the party to which it is addressed when it shall be delivered by hand or by mail, telegram, cable, or radiogram to such party at the following address:

To BORROWER:
Economic Minister
Embassy of Israel
641 Lexington Avenue
New York, New York 10022

To A.I.D..
Director
Office of Commodity Management
Agency for International Development
Department of State
Washington, D.C. 20523

Other addresses may be substituted for the above upon giving of notice as provided herein. All communications or documents submitted to A.I.D. hereunder shall be in English and all technical and engineering specifications therein shall be in terms of U.S. standards, except as A.I.D. may otherwise agree in writing.

GOVERNMENT OF ISRAEL

By: SIMCHA DINITZ

Title: *Ambassador*

UNITED STATES OF AMERICA

By: DANIEL PARKER

Title: *Administrator*

EXHIBIT A

Certificate to A.I.D.

Invoice No.(s)
Invoice Date(s)

The undersigned, an official of

_____
(company)

authorized to execute this certificate, hereby certifies to the Agency for International Development (A.I.D.) an agency of the United States that:

(1) The commodities identified in the attached invoice(s) referenced above are accurately described therein, are new and unused and do not contain any rebuilt or rehabilitated components, and have not been declared surplus by a U.S. Government agency; and

(2) Such commodities have been mined, grown, or through manufacturing, processing or assembly produced in the United States; and

(3) Upon the request of A.I.D., information will be promptly furnished to A.I.D in such form as A.I.D. may request, concerning the prices charged in the attached invoice(s) or the prices charged in other sales of the same or similar commodities.

The undersigned acknowledges that A.I.D., in reliance upon the truth, accuracy and undertakings of this certification, may reimburse the Government of Israel with A.I.D. funds for payments made to the supplier in connection with the purchase of the commodities identified in the attached invoice(s) referenced above.

Signature _____
Title _____
Date _____

EXHIBIT B

Certificate to A.I.D. for Agricultural Commodities

Invoice No.(s)
Invoice Date(s)

The undersigned, an official of

_____
(company)

authorized to execute this certificate hereby certifies to the Agency for International Development (A.I.D.), an agency of the United States Government, that:

(1) The commodities identified in the attached invoice(s) referenced above are accurately described therein and their quality and specifications are in conformance with the requirements of the governing contract.
(2) Such commodities have been grown or raised in the United States or have been processed from agricultural commodities grown or raised in the United States.
(3) Upon the request of A.I.D., information will be promptly furnished to A.I.D. in such form as A.I.D. may request, concerning the prices charged in the attached invoice(s) or the prices charged in other sales of the same or similar commodities.

The undersigned acknowledges that A.I.D., in reliance upon the truth, accuracy and undertakings of this certification, may reimburse the Government of Israel with A.I.D. funds for payments made to the supplier in connection with the purchase of the commodities identified in the attached invoice(s) referenced above.

Signature_____
Title_____
Date_____

SYRIA

Economic Development: Basic Inputs and Production

Agreement signed at Damascus September 30, 1976;
Entered into force September 30, 1976.

LOAN AGREEMENT

BETWEEN

THE UNITED STATES OF AMERICA

AND THE

SYRIAN ARAB REPUBLIC

(Basic Inputs and Production)

Dated: September 30, 1976

TIAS 8582

LOAN AGREEMENT dated the 30th day of September, 1976, between the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D."), AND THE SYRIAN ARAB REPUBLIC ("Borrower").

ARTICLE I

The Loan

SECTION 1.01. The Loan. A.I.D. agrees to lend to the Borrower pursuant to the Foreign Assistance Act of 1961, as amended, [1] an amount not to exceed fifteen million United States dollars ($15,000,000) (the "Loan") for the foreign exchange costs of commodities and commodity-related services, as such services are defined by A.I.D. Regulation 1, needed to assist the Borrower in its economic development programs. Commodities and commodity-related services authorized to be financed hereunder are hereinafter referred to as "Eligible Items", as more fully described in Section 4.04. The aggregate amount of disbursements under the Loan shall constitute the principal of the Loan.

ARTICLE II

Loan Terms

SECTION 2.01. Interest. The Borrower shall pay to A.I.D. interest which shall accrue at the rate of two per cent (2%) per annum for ten years following the date of the first disbursement hereunder and at the rate of three per cent (3%) per annum thereafter on the outstanding balance of principal and on any due and unpaid interest. Interest on the outstanding balance shall accrue from the date of each respective disbursement (as such date is defined in Section 5.03) and shall be computed on the basis of a 365-day year. Interest shall be payable semi-annually. The first payment of interest shall be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be indicated by A.I.D.

[1] 75 Stat. 424; 22 U.S.C. § 2151 note.

SECTION 2.02. Repayment. The Borrower shall repay to A.I.D. the principal within forty (40) years from the date of the first disbursement hereunder in sixty-one (61) approximately equal semi-annual installments of principal and interest. The first installment of principal shall be payable nine and one-half (9-1/2) years after the date on which the first interest payment is due in accordance with Section 2.01. A.I.D. shall provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 2.03. Application, Currency and Place of Payment. All payments of interest and principal hereunder shall be made in United States dollars and shall 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, all such payments shall be made to the Controller, Agency for International Development, Washington, D.C., U.S.A., and shall be deemed made when received by the Office of the Controller.

SECTION 2.04. Prepayment. Upon payment of all interest and refunds then due, the Borrower may prepay, without penalty, all or any part of the principal. Any such prepayment shall be applied to the installments of principal in the inverse order of their maturity.

SECTION 2.05. Renegotiation of the Terms of the Loan. The Borrower agrees to negotiate with A.I.D., at such time or times as A.I.D. may request, an acceleration of the repayment of the Loan in the event that there is any significant improvement in the internal and external economic and financial position and prospects of Syria.

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent to Initial Disbursement. Prior to any disbursement or to the issuance of any Letter of Commitment or other authorization of disbursement under the Loan, the

Borrower shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) an opinion or opinions of the State Council of the Syrian Arab Republic that this Agreement has been duly authorized and/or ratified by and executed on behalf of the Borrower and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms;

(b) a statement of the names of the persons holding or acting in the office of the Borrower specified in Section 8.02 and a specimen signature of each person specified in such statement;

(c) a procurement plan including the procedures by which all procurement financed under this Agreement will be carried out, the criteria and procedures for determining importer eligibility, and the mechanism for publicizing procurement and making awards.

SECTION 3.02. Terminal Date for Meeting Conditions Predecent to Disbursement. If all the conditions specified in Section 3.01 shall not have been met within one hundred and twenty (120) days after the date of this Agreement or such later date as A.I.D. and the Borrower may agree to in writing, A.I.D., at its option, may terminate this Agreement by giving written notice to the Borrower. In the event of a termination hereunder, this Agreement and all obligations of the parties hereunder shall terminate, provided, if A.I.D. shall have disbursed any funds in advance of said conditions being met, upon the giving of notice, the Borrower shall immediately repay the principal then outstanding and shall pay any accrued interest.

SECTION 3.03. Notification of Meeting Conditions Precedent to Disbursement. A.I.D. shall notify the Borrower upon determination by A.I.D. that the conditions precedent to disbursement specified in Section 3.01 have been met.

ARTICLE IV

Procurement, Utilization, and Eligibility of Commodities

SECTION 4.01. A.I.D. Regulation 1. Except as A.I.D. may otherwise specify in writing, this Loan and the procurement and utilization of Eligible Items financed under it are subject to the terms and conditions of A.I.D. Regulation 1 as from time to time amended and in effect, which is incorporated and made a part hereof. If any provision of A.I.D. Regulation 1 is inconsistent with a provision of this Agreement, the provision of this Agreement shall govern.

SECTION 4.02. Source of Procurement. Except as A.I.D. may specify in Implementation Letters or Commodity Procurement Instructions, or as it may otherwise agree in writing, all Eligible Items shall have their source and origin in the United States of America.

SECTION 4.03. Date of Procurement. Except as A.I.D. and the Borrower may otherwise agree in writing, only those commodities otherwise eligible for financing hereunder for which firm orders are placed on or after September 30, 1976, and services related to such commodities, shall be eligible for financing under this Loan.

SECTION 4.04. Eligible Items.

(a) The commodities eligible for financing under this Loan shall be those specified in the Implementation Letters and Commodity Procurement Instructions. Commodity-related services as defined in A.I.D. Regulation 1 (including transportation costs of shipping on United States flag vessels) are eligible for financing under this Loan. Other items shall become eligible for financing only after the written agreement between A.I.D. and the Borrower. After consultation with the Borrower pursuant to Section 4.13, A.I.D. may delete from the commodities specified as eligible any specific commodity, category of commodity, or commodity-related service.

(b) A.I.D. reserves the right in exceptional situations to decline to finance any specific commodity or commodity-related service. Exceptional situations, for example, include, but are not limited to,

circumstances in which the commodity would jeopardize the health or safety of persons within the Borrower's country or would not be suited for the purpose for which the commodity is intended, or the financing thereof would be inconsistent with the purposes of the Loan. If disbursement for such a transaction will be pursuant to Section 5.01, such right of A.I.D. will be exercised at a point in time no later than commodity prevalidation by A.I.D. (Form 11 approval).

(c) The Borrower shall be notified of any decision by A.I.D. to exercise its rights hereunder.

SECTION 4.05. Procurement for Public Sector. With respect to procurement hereunder by or for the Borrower, its departments and instrumentalities:

(a) The provisions of Section 201.22 of A.I.D. Regulation 1 regarding competitive bid procedures shall apply unless A.I.D. and the Borrower agree otherwise in writing; and

(b) The Borrower will undertake to assure that public sector importers under this Loan establish adequate logistic management facilities and that adequate funds are available to pay banking charges, customs, duties and other commodity-related charges in connection with commodities imported by public sector organizations.

SECTION 4.06. Financing Physical Facilities. Except as A.I.D. and the Borrower may otherwise agree in writing, not more than $1,000,000 from the proceeds of this Loan shall be used for the purchase of commodities or commodity-related services for use in the construction, expansion, equipping, or alteration of any one physical facility or of related physical facilities without prior A.I.D. approval, additional to the approvals required by A.I.D. Regulation 1. "Related physical facilities" shall mean those facilities which, taking into account such factors as functional interdependence, geographic proximity and ownership, constitute a single enterprise.

SECTION 4.07. Utilization of Commodities.

(a) The Borrower shall insure that commodities financed under this Agreement shall be effectively used for the purpose for which the assistance is made available. Such effective use shall include:

(i) The maintenance of accurate arrival and clearance records by customs authorities and the prompt processing of commodity imports through customs at ports of entry and removal from customs and/or customs-bonded warehouses of such commodities, the total time for which (from date commodities arrive at port of entry to date importer removes them from customs) shall not exceed ninety (90) calendar days, unless the importer is hindered by force majeure or A.I.D. otherwise agrees in writing;

(ii) The consumption or use not later than one (1) year from the date the commodities arrive at the port of entry unless a longer period can be justified to the satisfaction of A.I.D. by reason of force majeure or special market or other circumstances; and

(iii) The proper surveillance and supervision by the Borrower to reduce breakage and pilferage in ports resulting from careless or deliberately improper cargo handling practices, as specified in detail in Implementation Letters.

The term "force majeure" as used herein shall mean the happening of an unusual event beyond the control of the Borrower, which event renders the performance of the act contemplated impossible of completion or so ineffective that the purpose of the contemplated act would not be effectively realized. Force majeure shall include, but not be limited to, earthquakes, floods, cyclones, extraordinary rains or winds, ship sinkings, war, or hostile actions by foreign powers.

(b) The Borrower shall use its best efforts to prevent the use of commodities financed under this Agreement to promote or assist any project or activity associated with or financed by any country not

included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such projected use, except with the prior written agreement of A.I.D. and the Borrower.

SECTION 4.08. Shipping and Insurance. (a) Goods financed under the Loan shall be transported to Syria on flag carriers of any country included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of shipment, provided,

(i) At least fifty per cent (50%) of the gross tonnage of all commodities (computed separately for dry bulk carriers, dry cargo liners and tankers) financed hereunder which may be transported on ocean vessels shall be transported on privately owned United States flag commercial vessels.

(ii) Additionally, at least fifty per cent (50%) of the gross freight revenue generated by all shipments financed hereunder and transported to Syria on dry cargo liners shall be paid to or for the benefit of privately owned United States flag commercial vessels.

(iii) Compliance with the requirements of (i) and (ii) above must be achieved with respect to cargo transported from U.S. ports and also to cargo transported from non-U.S. ports, computed separately.

(iv) Within ninety (90) days following the end of each calendar quarter, or such other period as A.I.D. may specify in writing, the Borrower shall furnish A.I.D. with a statement, in form and substance satisfactory to A.I.D., reporting on compliance with the requirements of this Section.

(v) No such goods may be transported on any ocean vessel (or aircraft) which A.I.D., in a notice to the Borrower, has designated as ineligible to carry A.I.D.-financed goods or which has been chartered for the carriage of A.I.D.-financed goods unless such charter has been approved by A.I.D.

(b) If, in connection with the placement of marine insurance on shipments to be financed hereunder the Borrower, by statute,

decree, rule, or regulation, favors any marine insurance company of any country over any marine insurance company authorized to do business in any state of the United States of America, goods procured from the United States and financed under the Loan shall, during the continuance of such favoritism, be insured against marine risk in the United States of America with a company or companies authorized to do a marine insurance business in any state of the United States of America.

(c) The Borrower shall insure, or cause to be insured, all goods financed under the Loan against risks incident to their transit to the point of their use. Such insurance shall be issued upon terms and conditions consistent with sound commercial practice, shall insure the full value of the goods, and shall be payable in the currency in which such goods were financed. Any indemnification received by the Borrower under such insurance shall be used to replace or repair any material damage or any loss of the goods insured or shall be used to reimburse the Borrower for the replacement or repair of such goods. Any such replacements shall have both their source and origin in the United States unless A.I.D. and the Borrower shall otherwise agree in writing and shall be otherwise subject to the provisions of this Agreement.

SECTION 4.09. Notification to Potential Suppliers. In order that United States firms shall have the opportunity to participate in furnishing Eligible Items, the Borrower shall furnish to A.I.D. appropriate information with regard thereto at such time as A.I.D. may request in Implementation Letters.

SECTION 4. 10. Information and Marking. The Borrower will cooperate with A.I.D. in its efforts to disseminate information concerning this Loan and shall comply with such reasonable instructions with respect to the marking of Eligible Items as A.I.D. may issue from time to time.

SECTION 4.11. Minimum Size Transactions. Except as A.I.D. and the Borrower may agree in writing, no Letter of Credit issued pursuant

to this Agreement, except for spare parts, shall be in an amount less than ten thousand dollars ($10,000).

SECTION 4.12. Procedures. A.I.D. will issue binding Implementation Letters and Commodity Procurement Instructions which will prescribe the procedures applicable in connection with the implmentation of this Agreement.

SECTION 4.13. Continuing Consultation. The Borrower and A.I.D. shall cooperate fully to assure adequate communication between the parties and that the purpose of the Loan will be accomplished. To this end, the Borrower and A.I.D. shall from time to time, within five days of the delivery of written request of either party, exchange views through their representatives with regard to the progress of the Loan, the performance by either party of its obligations under this Agreement, and other matters relating to the Loan.

ARTICLE V

Disbursements

SECTION 5.01. Disbursements for United States Dollar Costs - Letters of Commitment to United States Banks. Upon satisfaction of the Conditions Precedent, the Borrower may, from time to time, request A.I.D. to issue Letters of Commitment for specified amounts to one or more United States banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to the Borrower or any designee of the Borrower, through the use of Letters of Credit, or otherwise, for costs of Eligible Items procured in accordance with the terms and conditions of this Agreement. Payment by a bank to a contractor or supplier will be made by the bank upon presentation of such supporting documentation as A.I.D. may prescribe in Letters of Commitment and Implementation Letters. Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Borrower and may be financed under the Loan.

SECTION 5.02. Other Forms of Disbursement. Disbursements of the Loan may also be made through such other means and by such other procedures as the Borrower and A.I.D. may agree to in writing.

SECTION 5.03. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur, in the case of disbursements pursuant to Section 5.01, on the date on which A.I.D. makes a disbursement to the Borrower, to its designee, or to a banking institution pursuant to a Letter of Commitment. In the event of a disbursement under Section 5.02 hereof the date of disbursement shall be designated in the documentation by which the parties agree to such disbursement, provided, in the absence of such designation, the date of disbursement shall be the date upon which A.I.D. makes payment with respect to commodities or delivers property into the control of the Borrower or its designee.

SECTION 5.04. Terminal Date for Requests for Letters of Commitment. Except as A.I.D. and the Borrower may otherwise agree in writing, no Letter of Commitment shall be issued in response to a request received after September 30, 1977.

SECTION 5.05. Terminal Date for Disbursement. Except as A.I.D. and the Borrower may otherwise agree in writing, no disbursement of Loan funds shall be made against documentation submitted after August 31, 1978, and no loan funds shall be disbursed after September 30, 1978.

SECTION 5.06. Documentation Requirements. A.I.D. Regulation 1 specifies in detail the documents required to substantiate disbursements under this Agreement by Letter of Commitment or other method of financing. Additional documents may also be required by A.I.D. with respect to specific commodities as may be set forth in detail in Implementation Letters.

SECTION 5.07. Records. Borrower shall maintain or cause to be maintained in accordance with sound accounting principles and practices

consistently applied such books and records relating to this Agreement as may be prescribed in Implementation Letters. In addition to the above, the Borrower shall maintain records adequate to establish that commodities financed hereunder have been utilized in accordance with Section 4.07 of this Agreement. Such books and records shall be made available to A.I.D. or its representatives for inspection for such periods and at such times as A.I.D. may require, and shall be maintained for five years after the date of last disbursement by A.I.D. under this Agreement.

ARTICLE VI

General Covenants and Warranties

SECTION 6.01. Reports. Borrower shall furnish to A.I.D. such information and reports relating to the goods and services financed by this Loan and the performance of Borrower's obligations under this Agreement as A.I.D. may request.

SECTION 6.02. Disclosure of Material Facts and Circumstances. The Borrower represents and warrants that all facts and circumstances that it has disclosed or caused to be disclosed to A.I.D. in the course of obtaining the Loan are accurate and complete, and that it has disclosed to A.I.D., accurately and completely, all facts and circumstances that might materially affect the Loan and the discharge of its obligation under this Agreement. The Borrower shall promptly inform A.I.D. of any facts and circumstances that may hereafter arise that might materially affect, or that it is reasonable to believe might materially affect, this Loan, or the discharge of the Borrower's obligations under this Agreement.

SECTION 6.03. Taxation. This Agreement, the Loan, and any evidence of indebtedness issued in connectinn herewith shall be free from, and the principal and interest shall be paid without deduction for and free from, any taxation or fees imposed under the laws in effect within Syria.

SECTION 6.04. Commissions, Fees, and Other Payments.

(a) Borrower warrants and covenants that in connection with obtaining the Loan, or taking any action under or with respect to this Agreement, it has not paid, and will not pay or agree to pay, nor to the best of its knowledge has there been paid nor will there be paid or agreed to be paid by any other person or entity, commissions, fees, or other payments of any kind, except as regular compensation to the Borrower's full-time officers and employees or as compensation for bona fide professinnal, technical or comparable services. The Borrower shall promptly report to A.I.D. any payment or agreement to pay for such bona fide professional, technical, or comparable services to which it is a party or of which it has knowledge (indicating whether such payment has been made or is to be made on a contingent basis), and if the amount of any such payment is deemed unreasonable by A.I.D., the same shall be adjusted in a manner satisfactory to A.I.D.

(b) The Borrower warrants and covenants that no payments have been or will be received by the Borrower, or any official of the Borrower, in connection with the procurement of goods and services financed hereunder, except fees, taxes, or similar payment legally established in Syria.

ARTICLE VII

Cancellation and Suspension

SECTION 7.01. Cancellation by the Borrower. The Borrower may, by written notice to A.I.D., cancel any part of the Loan which (i) prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse, or (ii) has not then been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit.

SECTION 7.02. Events of Default; Acceleration. If any one or more of the following ("Events of Default") shall occur:

(a) The Borrower shall have failed to pay when due any interest or installment of principal required under this Agreement;

(b) The Borrower shall have failed to comply with any other provision of this Agreement;

(c) The Borrower shall have failed to pay when due any interest or any installment of principal or any other payment required under any other loan agreement, any guaranty agreement, or any other agreement between the Borrower or any of its agencies and A.I.D., or any of its predecessor agencies;

then A.I.D. may request consultation pursuant to Section 4.13 hereof and may, at its option, give to the Borrower notice that all or any part of the unrepaid principal shall be due and payable sixty (60) days thereafter, and, unless the Event of Default is cured within such sixty (60) days: (i) such unrepaid principal and any accrued interest hereunder shall be due and payable immediately; and (ii) the amount of any further disbursements made under then outstanding irrevocable Letters of Credit or otherwise shall become due and payable as soon as made.

SECTION 7.03. Suspension of Disbursements, Transfer of Goods to A.I.D. In the event that at any time:

(a) An Event of Default has occurred;

(b) An event occurs which 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 obligation under this Agreement; or

(c) Any disbursement would be inconsistent with the legislation governing A,I.D.;

then A.I.D., may request consultation pursuant to Section 4.13 hereof and may, at its option, in addition to remedies provided in A.I.D. Regulation 1, (i) decline to issue further Letters of Commitment or

other disbursing authorization, (ii) suspend or cancel outstanding Letters of Commitment or other disbursing authorization to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit, or (iii) to the extent that A.I.D. has not agreed to make direct reimbursement to Borrower, decline to make disbursements other than under Letters of Commitment; and (iv) at A.I.D.'s expense, direct that title to goods financed hereunder shall be transferred to A.I.D., if the goods are in a deliverable state and have not been off-loaded in ports of entry of Syria.

SECTION 7.04. Cancellation by A.I.D. Following any suspension of disbursements pursuant to Section 7.03, if the cause or causes for such suspension of disbursement shall not have been eliminated or corrected within sixty (60) days from the date of such suspension, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 7.05. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement or acceleration of repayment, the provisions of this Agreement shall continue in full force and effect (as to any funds disbursed under this Loan) until the repayment in full of all principal and any accrued interest hereunder.

SECTION 7.06. Refunds. In addition to any refund otherwise required by A.I.D. pursuant to A.I.D. Regulation 1, in the case of any disbursement not supported by valid documentation in accordance with the terms of this Agreement or of any disbursement not made or used in accordance with the terms of this Agreement or in violation of the laws governing A.I.D., A.I.D. may require the Borrower to refund such amount in United States dollars to A.I.D. within sixty (60) days after receipt of a request therefor. Refunds paid by Borrower to A.I.D. resulting from violations of the terms of this Agreement shall be considered as a reduction in the amount of A.I.D.'s obligation under

the Agreement, reducing the amount available for future disbursement, and shall not be available for reuse under the Agreement.

SECTION 7.07. Expenses of Collection. All reasonable costs incurred by A.I.D., other than salaries of its staff, in connection with the collection of any refund or in connection with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 7.02 may be charged to the Borrower and reimbursed to A.I.D. in such manner as may be agreed between the parties after consultation under Section 4.13.

SECTION 7.08. Nonwaiver of Remedies. No delay in exercising or omission to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of such right, power, or remedy or any other right, power or remedy hereunder.

ARTICLE VIII

Miscellaneous

SECTION 8.01. Communications. Any notice, request, document, or other communication given, made, or sent by the Borrower or A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable, or radiogram and shall be deemed to have been duly given, made, or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegram, cable, or radiogram at the following address:

TO BORROWER:	Mail or Cable Address:	State Planning Commission Damascus, Syrian Arab Republic
TO A.I.D.:	Mail or Cable Address:	United States Agency for International Development, c/o Embassy of the United States of America, Damascus, Syrian Arab Republic

Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications, and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 8.02. Representatives. For all purposes relative to this Agreement, the Borrower will be represented by the individual holding or acting in the office of Deputy Minister of State for Planning Affairs and A.I.D. will be represented by the individual holding or acting in the office of A.I.D. Mission Director in Syria. Such individuals shall have the authority to designate additional representatives by written notice. In the event of any replacement or other designation of a representative hereunder, Borrower shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Borrower designated pursuant to this Section, it may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 8.03. Implementation Letters. A.I.D. shall from time to time issue Implementation Letters that will specify the procedures applicable hereunder in connection with the implementation of this Agreement.

SECTION 8.04. Instruments of Indebtedness. At such time or times as A.I.D. may request, the Borrower shall provide instruments of indebtedness with respect to the Loan, in such form, containing such terms and supported by such legal opinions as A.I.D. may reasonably request.

SECTION 8.05. Termination Upon Full Payment. Upon payment in full of the principal and of any accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under this Loan Agreement shall terminate.

IN WITNESS WHEREOF, the United States of America and the Syrian Arab Republic, each acting through its respective duly authorized representative, have caused two original copies of this Agreement to be signed in the English language and delivered as of the day and year first above written.

UNITED STATES OF AMERICA

By: Gordon B. Ramsey

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BANGLADESH

Karnaphuli Power Station Hydro-Generating Unit

Agreement signed at Dacca May 28, 1976;
Entered into force May 28, 1976.

A.I.D. Loan No. 388-W-007

LOAN AGREEMENT

BETWEEN

THE PEOPLE'S REPUBLIC OF BANGLADESH

AND THE

UNITED STATES OF AMERICA

FOR

KARNAPHULI THIRD UNIT

Dated: MAY 28, 1976

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Loan agreement dated the twenty-eighth day of May, 1976 between the GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH ("Government") and the UNITED STATES OF AMERICA, acting through the Agency for International Development ("A.I.D.").

ARTICLE I

The Loan

SECTION 1.01. The Loan. A.I.D. hereby agrees to lend to the Government pursuant to the Foreign Assistance Act of 1961, as amended,[1] an amount not to exceed Two Million United States Dollars ($2,000,000) ("Loan") to assist the Government in carrying out the Project referred to in Section 1.02 ("Project"). The Loan shall be used exclusively to finance the foreign exchange costs of goods and services required for the Project. The aggregate amount of disbursements under the Loan is hereinafter referred to as "Principal".

SECTION 1.02. The Project. The Project shall consist of the installation of a 50 megawatt hydro-generating unit at the existing Karnaphuli Power Station at Kaptai.

The Project is more fully described in Annex A, attached hereto, which may be modified in writing. The goods and services to be financed under the Loan shall be listed in the implementation letters referred to in Section 9.03 ("Implementation Letters").

ARTICLE II

Loan Terms

SECTION 2.01. Interest. The Government shall pay to A.I.D. interest which shall accrue at the rate of two percent (2%) per annum for ten 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 shall accrue from the date of each respective disbursement as such date is defined in Section 7.03, and shall be computed on the basis of a 365-day year. Interest shall be payable semi-annually. The first payment of interest shall 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 2.02. Repayment. The Government shall repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement hereunder in sixty-one (61) approximately equal semi-annual installments of Principal and interest. The first installment of Principal shall be payable nine and one-half (9½) years after the date on which the first interest payment is due in accordance with Section 2.01. A.I.D. shall provide the Government with an amortization

[1] 75 Stat. 424; 22 U.S.C. § 2151 note.

schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 2.03. Application, Currency and Place of Payment. All payments of interest and Principal hereunder shall be made in United States Dollars and shall 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, all such payments shall be made to the Controller, Agency for International Development, Washington, D.C., U.S.A., and shall be deemed made when received by the Office of the Controller.

SECTION 2.04. Prepayment. Upon payment of all interest and refunds then due, the Government may prepay, without penalty, all or any part of the Principal. Any such prepayment shall be applied to the installments of Principal in the inverse order of their maturity.

SECTION 2.05. Renegotiation of the Terms of the Loan. The Government agrees to negotiate with A.I.D., at such time or times as A.I.D. may request, an acceleration of the repayment of the Loan in the event that there is any significant improvement in the internal and external economic and financial position and prospects of Bangladesh (taking into account the relative capital requirements of Bangladesh).

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent to Initial Disbursement. Prior to the first disbursement or to the issuance of the first Letter of Commitment under the Loan, the Government shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of the Ministry of Law of Bangladesh or other counsel acceptable to A.I.D. that this Agreement has been duly authorized or ratified by, and executed on behalf of the Government, and that it constitutes a valid and legally binding obligation of the Government in accordance with all of its terms;

(b) Evidence of the authority of the person or persons who will act as the representative or representatives of the Government as specified in Section 9.02 and a specimen signature of such person certified as to its authenticity by either the person rendering the legal opinion required by subsection (a) above or the person who has executed this Agreement for the Government;

(c) Written assurance by the Government that sufficient funds will be made available to the Bangladesh Power Development Board (BPDB) in order to ensure timely and orderly implementation of the Project;

(d) A copy of an executed contract or contracts with a firm or firms satisfactory to A.I.D. to perform engineering and other consultant services for the project; and

(e) Such other documents regarding the Project as A.I.D. may reasonably request.

SECTION 3.02. Terminal Date for Meeting Conditions Precedent. If all of the conditions specified in Section 3.01. shall not have been met within sixty (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 giving written notice to the Government.

SECTION 3.03. Notification of Meeting Conditions Precedent. A.I.D. shall notify the Government upon determination by A.I.D. that the conditions precedent to disbursement specified in Section 3.01 have been met.

ARTICLE IV

Special Covenants

SECTION 4.01. Continued Funding of Power Station. The Government shall effectively operate and maintain the Karnaphuli Hydroelectric Power Station, including the previously installed two 40 KW units, during the Project and shall provide all funds and other resources required for this purpose.

ARTICLE V

General Covenants and Warranties

SECTION 5.01. Execution of the Project.

(a) The Government shall carry out the Project with due diligence and efficiency, and in conformity with sound engineering, construction, financial, administrative, and management practices, In this connection, the Government shall at all times employ suitably qualified and experienced consultants to be professionally responsible for the design and execution of the Project and suitably qualified and competent construction contractors to carry out the Project.

(b) The Government shall cause the Project to be carried out in conformity with all of the plans, specifications, contracts, schedules and other arrangements, and with modifications therein, approved by A.I.D., pursuant to this Agreement.

SECTION 5.02. Funds and Other Resousces to be Provided by the Government. The Government shall provide promptly as needed all funds, in addition to the Loan, and all other resources required for the punctual and effective carrying out, maintenance, repair, and operation of the Project. The Government agrees that its contribution to the Project will not be less than twenty-five percent (25%) of the total Project cost.

SECTION 5.03. Continuing Consultation. The Government and A.I.D. shall cooperate fully to assure that the purpose of the Loan will be accomplished. To this end, the Government and A.I.D. shall

from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Project, the performance by the Government of its obligations under this Agreement, the performance of the consultants, contractors, and suppliers engaged on the Project, and other matters relating to the Project.

SECTION 5.04. Management. The Government shall provide qualified and experienced management for the Project, and it shall train such staff as may be appropriate for the maintenance and operation of the Project.

SECTION 5.05. Operation and Maintenance. The Government shall operate, maintain, and repair the Project in conformity with sound engineering, financial, administrative, construction and management practices and in such manner as to insure the continuing and successful achievement of the purposes of the Project.

SECTION 5.06. Taxation. This Agreement, the Loan, and any evidence of indebtedness issued in connection herewith shall be free from and the Principal and interest shall be paid without deduction for and be free from, any taxation or fees imposed under the laws in effect within Bangladesh. To the extent that (a) any non-Bangladesh contractor, including any consulting firm, any non-Bangladesh personnel of such contractor financed hereunder, and any property or transactions relating to such contracts and (b) any procurement transaction financed hereunder, are not exempt from identifiable taxes, tariffs, duties, and other levies imposed under laws in effect in Bangladesh, the Government shall, as and to the extent prescribed in and pursuant to Implementation Letters, pay or reimburse the same under Section 5.02 of this Agreement with funds other than those provided under the Loan.

SECTION 5.07. Utilization of Goods and Services.

(a) Goods and services financed under the Loan shall be used exclusively for the Project, except as A.I.D. may otherwise agree in writing. Upon completion of the Project, or at such other time as goods financed under the Loan can no longer usefully be employed for the Project, the Government may use or dispose of such goods in such manner as A.I.D., may agree to in writing prior to such use or disposition.

(b) Except as A.I.D. may otherwise agree in writing, no goods or services financed under the Loan shall be used to promote or assist any foreign aid project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such use.

SECTION 5.08. Disclosure of Material Facts and Circumstances. The Government represents and warrants that all facts and circumstances that it has disclosed or caused to be disclosed to A.I.D. in the course of obtaining the Loan are accurate and complete, and that it has disclosed to A.I.D., accurately and completely, all facts and

circumstances that might materially affect the Project and the discharge of its obligations under this Agreement. The Government shall promptly inform A.I.D. of any facts and circumstances that may hereafter arise that might materially affect, or that it is reasonable to believe might materially affect, the Project or the discharge of the Government's obligations under this Agreement.

SECTION 5.09. Commissions, Fees and Other Payments.

(a) The Government warrants and covenants that in connection with obtaining the Loan, or taking any action under or with respect to this Agreement, it has not paid, and will not pay or agree to pay, nor to the best of its knowledge has there been paid nor will there be paid or agreed to be paid by any other person or entity, commissions, fees, or other payments of any kind, except as regular compensation to the Government's full time officers and employees or as compensation for bona fide professional, technical, or comparable services. The Government shall promptly report to A.I.D. any payment or agreement to pay for such bona fide professional, technical, or comparable services to which it is a party or of which it has knowledge (indicating whether such payment has been made or is to be made on a contingent basis), and if the amount of any such payment is deemed unreasonable by A.I.D., the same shall be adjusted in a manner satisfactory to A.I.D.

(b) The Government warrants and covenants that no payments have been or will be received by the Government, or any official of the Government, in connection with the procurement of goods and services financed hereunder, except fees, taxes, or similar payments legally established in Bangladesh.

SECTION 5.10. Maintenance and Audit of Records. The Government shall maintain, or cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating to the Project and to this Agreement. Such books and records shall, without limitation, be adequate to show:

(a) the receipt and use made of goods and services acquired with funds disbursed pursuant to this Agreement;
(b) the nature and extent of solicitations of prospective suppliers of goods and services acquired;
(c) the basis of the award of contracts and orders to successful bidders; and
(d) the progress of the Project.

Such books and records shall be regularly audited, in accordance with sound auditing standards, for such period and at such intervals as A.I.D. may require, and shall be maintained for five years after the date of the last disbursement by A.I.D. or until all sums due A.I.D. under this Agreement have been paid, whichever date shall first occur.

SECTION 5.11. Reports. The Government shall furnish to A.I.D. such information and reports relating to the Loan and to the Project as A.I.D. may request.

SECTION 5.12. Inspections. The authorized representatives of A.I.D. shall have the right at all reasonable times to inspect the Project, the utilization of all goods and services financed under the Loan, and the Government's books, records, and other documents relating to the Project and the Loan. The Government shall cooperate with A.I.D. to facilitate such inspections and shall permit representatives of A.I.D. to visit any part of Bangladesh for any purpose relating to the Loan.

ARTICLE VI

Procurement

SECTION 6.01. Procurement from the United States and Selected Free World Countries. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Section 7.01 shall be used exclusively to finance the procurement for the Project of goods and services having both their source and origin in the United States of America or other countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time of such procurement. Goods and services procured from Code 941 countries shall be referred to as "Selected Free World Goods" and "Selected Free World Services" respectively. Except as A.I.D. may otherwise agree in writing, equipment, engineering, and other consultant services and services for supervision of equipment installation financed under the Loan shall have both their source and origin in the United States of America. Other services (including ocean shipping and marine insurance) shall have both source and origin in countries included in A.I.D. Geographic Code 941.

SECTION 6.02. Eligibility Date. Except as A.I.D. may otherwise agree in writing, no goods or services may be financed under the Loan which are procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement.

SECTION 6.03. Goods and Services Not Financed Under Loan. Goods and services procured for the Project, but not financed under the Loan, shall have their source and origin in countries included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time orders and placed for such goods and services.

SECTION 6.04. Implementation of Procurement Requirements. The definitions applicable to the eligibility requirements of Sections 6.01 and 6.03 will be set forth in detail in Implementation Letters.

SECTION 6.05. Plans, Specifications, and Contracts.

(a) Except as A.I.D. may otherwise agree in writing, the Government shall furnish to A.I.D. promptly upon preparation, all plans, specifications, construction schedules, bid documents, and contracts

relating to the Project, and any modifications therein, whether or not the goods and services to which they relate are financed under the Loan.

(b) Except as A.I.D. may otherwise agree in writing, all of the plans, specifications, and construction schedules furnished pursuant to subsection (a) above shall be approved by A.I.D. in writing.

(c) All bid documents and documents related to the solicitation of proposals relating to goods and services financed under the Loan shall be approved by A.I.D. in writing prior to their issuance. All plans, specifications, and other documents relating to goods and services financed under the Loan shall be in terms of United States standards and measurements, except as A.I.D. may otherwise agree in writing.

(d) The following contracts financed under the Loan shall be approved by A.I.D. in writing prior to their execution:

(i) contracts for engineering and other professional services,
(ii) contracts for construction services,
(iii) contracts for such other services as A.I.D. may specify, and
(iv) contracts for such equipment and materials as A.I.D. may specify.

In the case of any of the above contracts for services, A.I.D. shall also approve in writing the contractor and such contractor personnel as A.I.D. may specify. Material modifications in any of such contracts and changes in any of such personnel shall also be approved by A.I.D. in writing prior to their becoming effective.

(e) Consulting firms used by the Government for the Project but not financed under the Loan, the scope of their services and such of their personnel assigned to the Project as A.I.D. may specify, and construction contractors used by the Government for the Project but not financed under the Loan shall be acceptable to A.I.D.

SECTION 6.06. Reasonable Price. No more than reasonable prices shall be paid for any goods or services financed, in whole or in part, under the Loan, as more fully described in Implementation Letters. Such items shall be procured on a fair and, except for professional services, on a competitive basis in accordance with procedures therefor prescribed in Implementation Letters.

SECTION 6.07. Employment of Non-Selected Free World Nationals Under Construction Contracts. The employment of personnel to perform services under any construction contract financed under the Loan shall be subject to certain requirements with respect to nationals of countries other than Bangladesh and countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time the construction contract is entered into. These requirements are prescribed in Implementation Letters.

SECTION 6.08. Shipping and Insurance.

(a) Selected Free World Goods financed under the Loan shall be transported to Bangladesh only on flag carriers of a country included

in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of shipment.

(b) Unless A.I.D. shall determine that privately-owned United States-flag commercial vessels are not available at fair and reasonable rates for such vessels, (i) at least fifty percent (50%) of the gross tonnage of all goods (computed separately for dry bulk carriers, dry cargo liners and tankers) financed under the Loan which may be transported on ocean vessels shall be transported on privately-owned United States-flag commercial vessels, and (ii) at least fifty percent (50%) of the gross freight revenue generated by all shipments financed under the Loan and transported to Bangladesh on dry cargo liners shall be paid to or for the benefit of privately-owned United States-flag commercial vessels. Compliance with the requirements of (i) and (ii) above must be achieved with respect to both cargo transported from U.S. ports and cargo transported from non-U.S. ports, computed separately.

(c) Marine insurance on Selected Free World Goods may be financed under the Loan with disbursements made pursuant to Section 7.01, provided (i) such insurance is placed at the lowest available competitive rate in Bangladesh or in a country included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time of placement, and (ii) claims thereunder are payable in the currency in which such goods were financed or in any freely convertible currency. If the Government, by statute, decree, rule, regulation, or practice discriminates with respect to A.I.D.-financed procurement against any marine insurance company authorized to do business in any State of the United States, then all goods shipped to Bangladesh financed under the Loan shall be insured against marine risks and such insurance shall be placed in the United States with a company or companies authorized to do a marine insurance business in a State of the United States.

(d) The Government shall insure, or cause to be insured, all Selected Free World Goods financed under the Loan against risks incident to their transit to the point of their use in the Project. Such insurance shall be issued upon terms and conditions consistent with sound commercial practice and shall insure the full value of the goods. Any indemnification received by the Government under such insurance shall be used to replace or repair any material damage or any loss of the goods insured or shall be used to reimburse the Government for the replacement or repair of such goods. Any such replacements shall have their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts are entered into for such replacements, and shall be otherwise subject to the provisions of this Agreement. To the extent that the Government does not procure marine insurance, the Government shall provide the necessary resources, acceptable to A.I.D., to permit replacement or repair of any lost or damaged goods procured under this Agreement to the extent that such replacement

or repair of lost or damaged goods are normally recoverable under marine insurance.

SECTION 6.09. Notification to Potential Suppliers. In order that all United States firms shall have the opportunity to participate in furnishing goods and services to be financed under the Loan, the Government shall furnish to A.I.D. such information with regard thereto, and at such times, as A.I.D. may request in Implementation Letters.

SECTION 6.10. United States Government-owned Excess Property. The Government shall utilize, with respect to goods financed under the Loan to which the Government takes title at the time of procurement, such reconditioned United States Government-owned Excess Property as may be consistent with the requirements of the Project and as may be available within a reasonable period of time. The Government shall seek assistance from A.I.D. and A.I.D. will assist the Government in ascertaining the availability of and in obtaining such Excess Property. A.I.D. will make arrangements for any necessary inspection of such property by the Government or its representative. The cost of inspection and of acquisition, and all charges incident to the transfer to the Government of such Excess Property, may be financed under the Loan. Prior to the procurement of any goods, other than Excess Property, financed under the Loan and after having sought such A.I.D. assistance, the Government shall indicate to A.I.D. in writing, on the basis of information then available to it, either that such goods cannot be made available from reconditioned United States Government-owned Excess Property on a timely basis or that the goods that can be made available are not technically suitable for use in the Project.

SECTION 6.11. Information and Marketing. The Government shall give publicity to the Loan and the Project as a program of United States aid, identify the Project site, and mark goods financed under the Loan, as prescribed in Implementation Letters.

ARTICLE VII

Disbursements

SECTION 7.01. Disbursement for United States Dollar Costs—Letters of Commitment to United States Banks. Upon satisfaction of conditions precedent, the Government may, from time to time, request A.I.D. to issue Letters of Commitment for specified amounts to one or more United States 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, through the use of Letters of Credit or otherwise, for the dollar costs of goods and services procured for the Project in accordance with the terms and conditions of this Agreement. Payment by a bank to a contractor or supplier will be made by the bank upon presentation of such supporting documentation as

A.I.D. may prescribe in Letters of Commitment and Implementation Letters. Banking charges incurred in connection with Letters of Credit or Commitment shall be for the account of the Government and may be financed under the Loan.

SECTION 7.02. Other Forms of Disbursement. Disbursement of the Loan may also be made through such other means as the Government and A.I.D. may agree to in writing.

SECTION 7.03. Date of Disbursement. Disbursements by A.I.D. will be deemed to occur on the date on which A.I.D. makes a disbursement to the Government or its designee, or to a banking institution pursuant to a Letter of Commitment or Credit.

SECTION 7.04. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no Letter of Commitment, or other commitment documents which may be called for by another form of disbursement under Section 7.02 or amendment thereto shall be issued in response to requests received by A.I.D. after January 31, 1977, and no disbursement or reimbursement shall be made against documentation received by A.I.D. or any bank described in Section 7.01 after April 30, 1978. A.I.D., at its option, may at any time or times after October 31, 1978, reduce the Loan by all or any part thereof for which documentation was not received by such date.

ARTICLE VIII

Cancellation and Suspension

SECTION 8.01. Cancellation by the Government. The Government may, with the prior written consent of A.I.D. by written notice to A.I.D., cancel any part of the Loan (i) which, prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse, or (ii) which has not then been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit.

SECTION 8.02. Events of Default; Acceleration. If any one or more of the following events ("Events of Default") shall occur:

(a) The Government shall have failed to pay when due any interest or installment of Principal required under this Agreement;
(b) The Government shall have failed to comply with any other provision of this Agreement, including, but without limitation, the obligation to carry out the Project with due diligence and efficiency;
(c) The Government shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any other agreement between the Government or any of its agencies and A.I.D., or any of its predecessor agencies;

Then A.I.D. may, at its option, give to the Government notice that all or any part of the unrepaid Principal shall be due and payable

sixty (60) days thereafter, and, unless the Event of Default is cured within such sixty (60) days:

(i) such unrepaid Principal and accrued interest shall be due and payable immediately; and

(ii) the amount of any further disbursements made under then outstanding irrevocable Letters of Credit or otherwise shall become due and payable as soon as made.

SECTION 8.03. Suspension of Disbursement. In the event that at any time:

(a) An Event of Default has occurred; or

(b) 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 Government will be able to perform its obligations under this Agreement; or

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

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

Then A.I.D. may, at its option:

(i) suspend or cancel outstanding commitment documents to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit, in which event A.I.D. shall give notice to the Government promptly thereafter;

(ii) decline to make disbursements other than then outstanding commitment documents;

(iii) decline to issue additional commitment documents;

(iv) at A.I.D.'s expense, direct that title to goods financed under the Loan shall be transferred to A.I.D. if the goods are from a source outside Bangladesh, are in a deliverable state and have not been offloaded in ports of entry of Bangladesh. Any disbursement made or to be made under the Loan with respect to such transferred goods shall be deducted from Principal.

SECTION 8.04. Cancellation by A.I.D. Following any suspension of disbursements pursuant to Section 8.03, if the cause or causes for such suspension of disbursements shall not have been eliminated or corrected within sixty (60) days from the date of such suspension A.I.D. may, at its option, at any time or times thereafter, cancel

all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 8.05. Continued Effectiveness of agreement. Notwithstanding any cancellation, suspension of disbursement, or acceleration of repayment, the provisions of this Agreement shall continue in full force and effect until the payment in full of all Principal and any accrued interest hereunder.

SECTIONS 8.06. Refunds.

(a) In the case of any disbursement not supported by valid documentation in accordance with the terms of this Agreement, or of any disbursement not made or used in accordance with the terms of this Agreement, A.I.D., notwithstanding the availability or exercise of any of the other remedies provided for under this Agreement, may require the Government to refund such amount in United States dollars to A.I.D. within thirty days after receipt of a request therefor. Such amount shall be made available first for the cost of goods and services procured for the Project hereunder, to the extent justified; the remainder, if any, shall be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder. Notwithstanding any other provision in this Agreement, A.I.D.'s right to require a refund with respect to any disbursement under the Loan shall continue for five years following the date of such disbursement.

(b) In the event that A.I.D. receives a refund from any contractor, supplier, or banking institution, or from any other third party connected with the Loan, with respect to goods or services financed under the Loan, and such refund relates to an unreasonable price for goods or services, or to goods that did not conform to specifications, or to services that were inadequate, A.I.D. shall permit the Government to reuse such funds if the terminal date for disbursement under Section 7.04 has not passed and there is sufficient time for the Government to utilize the funds before such terminal date. In the event that the terminal date for disbursement has passed or there is not sufficient time to utilize the funds before the terminal date, the refund shall be applied to the installments of Principal in the inverse order of their maturity.

SECTION 8.07. Expenses of Collection. All reasonable costs incurred by A.I.D., other than salaries of its staff, in connection with the collection of any refund or in connection with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 8.02 may be charged to the Government and reimbursed to A.I.D. in such manner as A.I.D. may specify.

SECTION 8.08. Nonwaiver of Remedies. No delay in exercising or omission to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of any such rights, powers, or remedies.

ARTICLE IX

Miscellaneous

SECTION 9.01. Communications. Any notice, request, document, or other communication given, made, or sent by the Government or A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable, or radiogram and shall be deemed to have been duly given, made, or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegram, cable, or radiogram at the following addresses:

TO THE GOVERNMENT:

Mail Address:	Secretary Ministry of Planning Government of Bangladesh Sher-e-Bangla Nagar Dacca, Bangladesh
Cable Address:	PLANCOM

TO A.I.D.:

Mail Address:	USAID Mission/Bangladesh American Embassy Adamjee Court P.O. Box 323, Ramna Dacca-2, Bangladesh
Cable Address:	USAID/Bangladesh

Other addresses may be substituted for the above upon the giving of notice. All notices, request, communications, and documents submitted to A.I.D. hereunder shall in English, except as A.I.D. may otherwise agree in writing.

SECTION 9.02. Representatives. For all purposes relative to this Agreement, the Government will be represented by the individual holding or acting in the office of Secretary, Ministry of Planning and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID Mission/Bangladesh. Such individuals shall have the authority to designate additional representatives by written notice. In the event of any replacement or other designation of a representative hereunder, the Government shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Government designated pursuant to this Section, it may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 9.03 Implementation Letters. A.I.D. shall from time to time issue Implementation Letters that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

SECTION 9.04. Promissory Notes. At such time or times as A.I.D. may request, the Government shall issue promissory notes or such other evidences of indebtedness with respect to the Loan, in such form, containing such terms and supported by such legal opinions as A.I.D. may reasonably request.

SECTION 9.05. Termination Upon Full Payment. Upon payment in full of the Principal and of any accrued interest, this Agreement and all obligations of the Government and A.I.D. under this Loan Agreement shall terminate.

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

THE PEOPLE'S REPUBLIC OF BANGLADESH	UNITED STATES OF AMERICA
By: E HOSSAIN Ekram Hossain	By: DAVID M. WILSON David M. Wilson
Title: *Joint Secretary* *Ministry of Planning*	Title: *Acting Director* *USAID/Bangladesh*

ANNEX A

Description of the Project

The Karnaphuli Power Station presently includes a dam and a power house, with two operating 40 MW generating units. Under this Project, a third Unit of 50 MW will be installed. This Unit will consist of a turbine, generator and transformer, plus miscellaneous materials and spare parts. The Project is intended to complete work begun under pre-Independence loans by the provision of services for supervision of equipment, installation and supervision of construction, as well as the provision of engineering, electrical and other consultant services and of remaining power equipment, spare parts, and other commodities and services necessary to the installation of a third Unit.

INDONESIA

Irrigation Systems and Land Development

Agreement signed at Jakarta June 30, 1975;
Entered into force June 30, 1975.
And amending agreement
Signed at Jakarta October 28, 1976;
Entered into force October 28, 1976.

A.I.D. Loan Number 497-T-037

LOAN AGREEMENT

Between the

REPUBLIC OF INDONESIA

and the

UNITED STATES OF AMERICA

for

SEDERHANA (SIMPLE) IRRIGATION

and

LAND DEVELOPMENT

Dated: June 30, 1975

TIAS 8584

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LOAN AGREEMENT dated June 30, 1975 between the REPUBLIC OF INDONESIA ("Borrower") and the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE I

The Loan

SECTION 1.01. The Loan. A.I.D. agrees to lend to the Borrower pursuant to the Foreign Assistance Act of 1961, as amended,[1] an amount not to exceed twenty million United States dollars ($20,000,000) ("Loan") to assist the Borrower in carrying out the project referred to in Section 1.02 ("Project"). The Loan shall be used exclusively to finance the United States dollar costs ("Dollar Costs") of goods and services to be listed in implementation letters referred to in Section 8.03 ("Implementation Letters"), and part of the local currency costs of goods and services required for the Project ("Local Currency Costs"). The aggregate amount of disbursements under the Loan is hereinafter referred to as "Principal."

Section 1.02. The Project. The Project shall consist of assistance to the Ministry of Public Works and Electric Power ("MPWEP") and the Ministry of Agriculture ("MOA") in carrying out upgrading and new construction of

[1] 75 Stat. 424; 22 U.S.C. § 2151 note.

simple irrigation and reclamation facilities of small scale, including certain related farm level implementation activities, covering an area of between 110,000 - 160,000 hectares in order to increase agricultural production and improve the well-being of the low income segment of the rural population. Subprojects shall consist of geographic areas within the area covered by the overall Project which are fed by individual water sources ("Subprojects"). Subprojects will be located throughout Indonesia and, in general, will be carried out using labor-intensive methods. The total Project budget will be not less than the Rupiah equivalent of fifty-nine million two hundred thousand United States dollars ($59,200,000), of which the Borrower will provide not less than the Rupiah equivalent of thirty-five million four hundred thousand United States dollars ($35,400,000) and individual farmers' participation will amount to approximately the Rupiah equivalent of three million eight hundred thousand United States dollars ($3,800,000).

ARTICLE II

Loan Terms

SECTION 2.01. Interest. The Borrower shall pay to A.I.D. interest which shall accrue at the rate of two percent (2%) per annum for ten 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 shall accrue from the date of each respective disbursement (as such date is defined in Section 6.04), and shall be computed on the basis of a 365-day year. Interest shall be payable semiannually. The first payment of interest shall be due and payable no later than six (6) months after the first disbursement for Dollar Costs ("Disbursement") or reimbursement for Local Costs ("Reimbursement") hereunder, on a date to be specified by A.I.D.

SECTION 2.02. Repayment. The Borrower shall repay to A.I.D. the Principal within forty (40) years from the date of the first Disbursement or Reimbursement hereunder in sixty-one (61) approximately equal semiannual installments of Principal and interest. The first installment of Principal shall be payable nine and one-half (9 1/2) years after the date on which the first interest payment is due in accordance with Section 2.01. A.I.D. shall provide the Borrower with an amortization schedule in accordance with this Section after the final Disbursement or Reimbursement under the Loan.

SECTION 2.03. Application, Currency and Place of Payment. All payments of interest and Principal hereunder shall be made in United States dollars and shall 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, all such payments shall be made to the Controller, Agency for International Development, Washington, D.C., U.S.A., and shall be deemed made when received by the Office of the Controller.

SECTION 2.04. Prepayment. Upon payment of all interest and refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Any such prepayment shall be applied to the installments of Principal in the inverse order of their maturity.

SECTION 2.05. Renegotiation of the Terms of the Loan. The Borrower agrees to negotiate with A.I.D., at such time or times as A.I.D. may request, an acceleration of the repayment of the Loan in the event that there is any significant improvement in the internal and external economic and financial position and prospects of the Republic of Indonesia.

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent to Initial Disbursement. Prior to the first disbursement or to the issuance of the first Letter of Commitment under the Loan, the Borrower shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of the Minister of Justice of the Borrower that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, the Borrower, and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms;

(b) A statement of the names of the persons holding or acting in the office of the Borrower specified in Section 8.02, and a specimen signature of each person specified in such statement;

(c) A draft contract for consulting services for the Project acceptable to A.I.D. with a U.S. Government agency or with another firm or firms or individuals acceptable to A.I.D.;

(d) (1) Written assurance that 100% of the estimated annual expenditures for each year during which the Project is being conducted (other than the United States dollar costs to be financed under the Loan) will be made available to permit the work of the Project to proceed on a timely basis, (2) a budgetary allocation for the Project for the Indonesian fiscal year 1975-1976, and (3) an approved payment authorization for payment of Indonesian currency in the amount required for the first three months of Project operations;

(e) Such other documents as A.I.D. may reasonably request.

SECTION 3.02. Terminal Dates for Meeting Conditions Precedent to Disbursement. If all of the conditions specified in Section 3.01 shall not have been met within 210 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 giving written notice to the Borrower. Upon the giving of such notice, this Agreement and all obligations of the parties hereunder shall terminate.

SECTION 3.03. Notification of Meeting of Conditions Precedent to Disbursement. A.I.D. shall notify the Borrower upon determination by A.I.D. that the conditions precedent to Disbursement specified in Section 3.01 have been met.

ARTICLE IV

General Covenants and Warranties

SECTION 4.01. General Execution Covenants.

(a) The Borrower shall cause the MPWEP and the MOA to carry out the Project with due diligence and efficiency, and in conformity with acceptable engineering, construction, financial, administrative, technical and management practices.

(b) The Borrower shall cause the MPWEP and the MOA to carry out the Project in conformity with all of the plans, specifications, contracts, schedules, and other arrangements, and with all modifications therein.

(c) The Borrower shall ensure that land titles necessary to obtain financing required to implement individual Subprojects are provided to farmers in a timely manner.

(d) The Borrower shall ensure that the medium-term credit for land clearing, leveling and paddy forming required to implement individual Subprojects is provided to farmers in a timely manner.

(e) The Borrower shall ensure that new transmigrant and resettled farmers and construction workers whose services are required to implement individual Subprojects are available in a timely manner.

(f) The Borrower shall ensure that construction of tertiary canals and farm service ditches for individual Subprojects not completed during Project implementation is carried out expeditiously.

(g) The Borrower shall ensure that the BIMAS production input package is made available in all individual Subproject service areas beginning in the second year following the completion of the major works.

SECTION 4.02. Condition to Commencing Construction of First Subproject. Prior to the commencement of construction of the first Subproject for which Reimbursement will be sought by the Borrower under the Loan, the Borrower shall prepare, and Borrower and A.I.D. shall agree upon in writing, detailed criteria for selection of Subprojects, including economic, environmental and other relevant factors.

SECTION 4.03. Conditions to Commencing Construction of Any Individual Subproject. Prior to the commencement of

construction of any individual Subproject for which Reimbursement will be sought by the Borrower under the Loan, the Borrower shall provide to A.I.D.:

(a) a certification of technical soundness, including conformity to selection criteria, with the final plans and specifications attached, and

(b) a construction cost estimate based on the final plans and specifications.

A.I.D. shall satisfy itself as to the technical soundness of the Subproject and the reasonableness of the construction cost estimate and inform the Borrower of the result in writing.

SECTION 4.04. Conditions to Commencing Construction of First Subproject with A.I.D. Contribution Exceeding $100,000. Except as A.I.D. may otherwise agree in writing, prior to commencement of construction of the first Subproject in a province for which Reimbursement exceeding $100,000 for construction of major works will be sought by the Borrower under the Loan, and unless construction is carried out on a force account basis, the Borrower shall provide to A.I.D., and A.I.D. shall review and approve in writing:

(a) Borrower's construction contractor prequalification standards,

(b) Borrower's list(s) of prequalified construction contractors including a certification that all

contractors listed meet the applicable prequalification standards of the Borrower approved by A.I.D., and

(c) Borrower's standard construction contract forms.

SECTION 4.05. Conditions to Commencing Construction of Any Individual Subproject with A.I.D. Contribution Exceeding $100,000. Except as A.I.D. may otherwise agree in writing, prior to commencement of construction of any individual Subproject for which Reimbursement exceeding $100,000 for construction of major works will be sought by the Borrower under the Loan, the Borrower shall provide to A.I.D., and A.I.D. shall review and approve in writing:

(a) the identity of construction contractor(s), and

(b) a copy of the contract(s) with a certification that the applicable standard construction contract form approved by A.I.D. was utilized, and a statement of exceptions, if any.

SECTION 4.06. Condition to Commencing First In-country Training Course. Prior to the commencement of the first in-country training course for which Reimbursement will be sought by the Borrower under the Loan, the Borrower shall provide to A.I.D., and A.I.D. shall review and approve in writing, a training plan for the Project covering subjects to be described in Implementation Letters for:

(a) the Directorate General for Water Resources Development ("DGWRD"),

(b) the Agency for Agriculture Education, Training and Extension ("AAETE"),

(c) the Directorate General of Food Crops ("DGFC"),

(d) Provincial Public Works offices,

(e) Provincial Agriculture Services, and

(f) individual farmers.

SECTION 4.07. Condition to Commencing Any Individual In-country Training Course. Prior to the commencement of any individual in-country training course for which Reimbursement will be sought by the Borrower under the Loan, the Borrower shall provide to A.I.D. and A.I.D. shall review and approve in writing:

(a) a brief course description, and

(b) a cost estimate.

SECTION 4.08. Conditions to Submission of First Request for Reimbursement. Except as A.I.D. may otherwise agree in writing, prior to submission of the first request for Reimbursement under the Loan, the Borrower shall prepare and Borrower and A.I.D. shall agree upon in writing:

(a) a flat rate per hectare to cover the following cost items:

(i) survey and design of major works and tertiary canals,

(ii) formation of water user associations and extension,

(iii) construction of farm service ditches; and

(b) a plan for Borrower monitoring of the Project.

SECTION 4.09. Funds and Other Resources to be Provided by Borrower. The Borrower shall provide promptly as needed all funds, in addition to the Loan, and all other resources required for the punctual and effective carrying out, completion, maintenance, repair, and operation of the Project. Notwithstanding any other provision of this Loan Agreement, Borrower shall provide not less than 25% of the total cost of goods and services to be used in the Project which shall not be disbursed or reimbursed by A.I.D. in any form.

SECTION 4.10. Continuing Consultation. The Borrower, MPWEP, MOA and A.I.D. shall cooperate fully to assure that the purposes of the Loan will be accomplished. To this end, the Borrower, DGWRD, AAETE, DGFC, the consultant advisory team, and A.I.D. shall from time to time, at the request of any party, and formally at least once a year, exchange views through their representatives with regard to the progress of the Project, its effectiveness and the results of specific completed Subprojects, the performance by the Borrower, MPWEP and MOA of their obligations under this Agreement, the performance of the consultants, contractors, and suppliers engaged on the Project, and other matters relating to the Project.

SECTION 4.11. Operation and Maintenance. The Borrower, MPWEP and MOA shall cause the Subprojects when completed to be operated, maintained, and repaired in

conformity with acceptable engineering, financial and administrative practices and in such manner as to insure the continuing and successful achievement of the purposes of the Project.

SECTION 4.12. Taxation. This Agreement, the Loan, and any evidence of indebtedness issued in connection herewith shall be free from, and the Principal and Interest shall be paid without deduction for and free from, any taxation or fees imposed under the laws in effect within Indonesia. To the extend that (a) any expatriate contractor, including any expatriate consulting firm, and expatriate personnel of such expatriate contractor financed hereunder, and any property or transactions relating to such contracts and (b) any foreign commodity procurement transaction financed hereunder, are not exempt from identifiable taxes, tariffs, duties, and other levies imposed under laws in effect in Indonesia, the Borrower shall pay or reimburse the same under Section 4.02 of this Agreement with funds other than those provided under the Loan. Taxes, tariffs, duties, and other levies imposed under laws in effect in Indonesia on Indonesian contractors, consultants and commodity procurement transactions shall not be financed with funds provided under the Loan.

SECTION 4.13. Utilization of Goods and Services.

(a) Goods and services financed under the Loan shall be used exclusively for the Project, except as A.I.D.

may otherwise agree in writing. Upon completion of the Project, goods financed under the Loan for the Project shall be used for Borrower's overall Sederhana project.

(b) Except as A.I.D. may otherwise agree in writing, no goods or services financed under the Loan shall be used to promote or assist any foreign aid project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such use.

SECTION 4.14. Disclosure of Material Facts and Circumstances. The Borrower, MPWEP and MOA represent and warrant that all facts and circumstances that they have disclosed or caused to be disclosed to A.I.D. in the course of obtaining the Loan are accurate and complete, and that they have disclosed to A.I.D., accurately and completely, all facts and circumstances that might materially affect the Project and the discharge of their obligations under this Agreement. The Borrower, MPWEP and MOA shall promptly inform A.I.D. of any facts and circumstances that may hereafter arise and might materially affect, or that it is reasonable to believe might materially affect, the Project or the discharge of the Borrower's, MPWEP's or MOA's obligations under this Agreement.

SECTION 4.15. Commissions, Fees and Other Payments.

(a) Borrower, MPWEP and MOA warrant and covenant that in connection with obtaining the Loan, or taking any action under or with respect to this Agreement, they have not paid, and will not pay or agree to pay, nor to the best of their knowledge has there been paid nor will there be paid or agreed to be paid by any other person or entity, commissions, fees, or other payments of any kind, except as regular compensation to the Borrower's, MPWEP's or MOA's full time officers and employees or as compensation for bona fide professional, technical, or comparable services. The Borrower, MPWEP and MOA shall promptly report to A.I.D. any payment or agreement to pay for such bona fide professional, technical, or comparable services to which they or either of them is a party or of which they or either of them have knowledge (indicating whether such payment has been made or is to be made on a contingent basis), and if the amount of any such payment is deemed unreasonable by A.I.D., the same shall be adjusted in a manner satisfactory to A.I.D.

(b) The Borrower, MPWEP and MOA warrant and covenant that no payments have been or will be received by the Borrower, MPWEP or MOA, or any official of the Borrower, MPWEP or MOA, in connection with the procurement of goods and services financed hereunder, except fees, taxes, or similar payments legally established in Indonesia.

SECTION 4.16. Maintenance and Audit of Records. The Borrower, MPWEP and MOA shall maintain, or cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating both to the Project and to this Agreement. Such books and records shall, without limitation, be adequate to show:

(a) the receipt and use made of goods and services acquired with funds disbursed pursuant to this Agreement;

(b) the nature and extent of solicitations of prospective suppliers of goods and services acquired;

(c) the basis of the award of contracts and orders to successful bidders; and

(d) the progress of the Project.

Such books and records shall be regularly audited, in accordance with sound auditing standards, for such period and at such intervals as Borrower and A.I.D. may agree in Implementation Letters, and shall be maintained for five years after the date of the last disbursement by A.I.D. or until all sums due A.I.D. under this Agreement have been paid, whichever date shall first occur.

SECTION 4.17. Reports. The Borrower, MPWEP and MOA shall furnish to A.I.D. such information and reports relating to the Loan and to the Project as A.I.D. may request.

SECTION 4.18. Inspections. The authorized representatives of A.I.D. shall have the right at all

reasonable times to inspect the Project, the utilization of all goods and services financed under the Loan, and the Borrower's, MPWEP's and MOA's books, records, and other documents relating to the Project and the Loan. The Borrower, MPWEP and MOA shall cooperate with A.I.D. to facilitate such inspections and shall permit representatives of A.I.D. to visit any part of Indonesia for any purpose relating to the Loan.

ARTICLE V

Procurement

SECTION 5.01. Procurement with Loan Funds. Except as A.I.D. may otherwise agree in writing, Disbursements made pursuant to Section 6.01 shall be used exclusively to finance the procurement for the Project of goods and services having both their source and origin in countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time orders are placed for such goods.

SECTION 5.02. Eligibility Date. Except as A.I.D. may otherwise agree in writing, no Disbursements for goods or services may be made under the Loan pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement and no Reimbursement may be made for

a. Subprojects the construction of which has begun prior to satisfaction of the requirements set forth in Sections 4.02 and 4.03;

b. Subprojects with A.I.D. contribution exceeding $100,000, sections 4.04 and 4.05; and

c. in-country training courses, sections 4.06 and 4.07.

SECTION 5.03. Goods and Services Not Financed or Reimbursed Under Loan. Except as A.I.D. may otherwise agree in writing, goods and services procured for the Project, but not financed or reimbursed under the Loan, shall have their source and origin in countries included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time orders are placed for such goods and services.

SECTION 5.04. Implementation of Procurement and Reimbursement Requirements. The definitions applicable to the eligibility requirements of Sections 5.01 and 5.03 will be set forth in detail in Implementation Letters.

SECTION 5.05. Plans, Specifications, and Contracts.

(a) The Borrower shall, upon request by A.I.D., furnish to A.I.D. promptly upon preparation for A.I.D. approval all plans, specifications, construction schedules, bid documents, contracts (including contracts for technical consultants), and cost data relating to the Project, and any modifications therein, whether or not the services or Subprojects to which they relate are financed or reimbursed under the Loan.

(b) Contracts for consulting services financed under the Loan as U.S. dollar costs as described in Section 5.01 shall be approved by A.I.D. in writing prior to their execution. In the case of any of the above contracts for services, A.I.D. shall also approve in writing the consultant and such consultant personnel as A.I.D. may specify. Material modifications in any of such contracts and changes in any of such personnel shall also be approved by A.I.D. in writing prior to their becoming effective.

(c) Contracts for consulting services reimbursed under the Loan, other than for survey and design, shall be approved by A.I.D. in writing prior to their execution. In the case of any of the above contracts for services, other than for survey and design, A.I.D. shall also approve in writing the consultant and such consultant personnel as A.I.D. may specify. Material modifications in any of such contracts and changes in any of such personnel shall also be approved by A.I.D. in writing prior to their becoming effective.

(d) The Borrower shall, upon request by A.I.D., furnish to A.I.D. for A.I.D. approval the names of consulting firms proposed to be used by the Borrower for the Project for services other than survey and design but not financed under the Loan, the scope of their services and such of their personnel assigned to the Project as A.I.D. may specify, and

the names of construction contractors proposed to be used by the Borrower for the Project but not financed under the Loan.

SECTION 5.06. Shipping and Insurance.

(a) Goods procured from the United States and financed under the Loan pursuant to Section 5.01 shall be transported to Indonesia on flag carriers of any country included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of shipment.

(b) (1) Gross Tonnage. At least fifty percent (50%) of the gross tonnage of all commodities (computed separately for dry bulk carriers, dry cargo liners and tankers) financed hereunder pursuant to Section 5.01 which may be transported on ocean vessels shall be transported on privately-owned United States-flag commercial vessels. (2) Revenue. Additionally, at least fifty percent (50%) of the gross freight revenue generated by all shipments financed hereunder pursuant to Section 5.01 and transported to Indonesia on dry cargo liners shall be paid to or for the benefit of privately-owned United States flag commercial vessels unless A.I.D. shall determine that such vessels are not available at fair and reasonable rates for U.S.-flag commercial vessels. (3) Compliance. Compliance with the requirements of (1) and (2) above must be achieved with respect to cargo transported from U.S. ports and also to

cargo transported from non-U.S. ports, computed separately.
(4) Reporting. Within ninety (90) days following the end of each calendar quarter, or such other period as A.I.D. may specify in writing, Borrower shall furnish A.I.D. with a statement, in form and substance satisfactory to A.I.D., reporting on compliance with the requirements of this Section.

(c) No such goods may be transported on any ocean vessel (or aircraft): (1) which A.I.D., in a notice to the Borrower, has designated as ineligible to carry A.I.D.-financed goods or (2) which has been chartered for the carriage of A.I.D.-financed goods unless such charter has been approved by A.I.D.

(d) If in connection with the placement of marine insurance on shipments financed under United States legislation authorizing assistance to other nations, Indonesia, by statute, decree, rule, or regulation, favors any marine insurance company of any country over any marine insurance company authorized to do business in any state of the United States of America, goods procured from the United States and financed under the Loan shall during the continuence of such discrimination be insured against marine risk in the United States of America with a company or companies authorized to do a marine insurance business in any state of the United States of America.

SECTION 5.07. Port Charges. With respect to ocean freight costs which qualify as eligible for financing under

the Loan, A.I.D. will finance ninety percent (90%) of all ocean freight costs of each shipment, and ninety-eight percent (98%) of such costs on any shipment under free-out terms. The remaining ten percent (10%), or two percent (2%) of free-out shipments, represent port charges in Indonesia and Borrower covenants that it shall make available foreign exchange to finance said port charges in accordance with procedures which may be prescribed by A.I.D. in Implementation Letters.

SECTION 5.08. Notification to Potential Suppliers. In order that all United States firms shall have the opportunity to participate in furnishing goods and services to be financed under the Loan as Dollar Costs as defined in Section 5.01, the Borrower shall furnish to A.I.D. such information with regard thereto, and at such times, as A.I.D. may request in Implementation Letters.

SECTION 5.09. Information and Marking. Borrower shall give publicity to the Loan and the Project as being assisted by United States aid, identify the Project sites, and mark goods financed under the Loan, as prescribed in Implementation Letters.

ARTICLE VI

Disbursement and Reimbursement

SECTION 6.01. Disbursement for United States Dollar Costs -- Letters of Commitment to United States Banks. Upon satisfaction of conditions precedent, the Borrower may, from

time to time, request A.I.D. to issue Letters of Commitment for specified amounts to one or more United States banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to consultants or suppliers, through the use of Letters of Credit or otherwise, for Dollar Costs of goods and services procured for the Project in accordance with the terms and conditions of this Agreement. Payment by a bank to a consultant or supplier will be made by the bank upon presentation of such supporting documentation as A.I.D. may prescribe in Letters of Commitment and Implementation Letters. Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Borrower and may be financed under the Loan.

SECTION 6.02. Conditions to Reimbursement for Any Predetermined Costs.

(a) Upon satisfaction of the Conditions Precedent pursuant to Section 3.01, Borrower may initiate Reimbursement from time to time by submission of a request for Reimbursement to A.I.D. A.I.D. shall Reimburse the Borrower forty-two and one-half percent (42½%) of the predetermined cost expressed in dollars for Subprojects completed. Such Reimbursement shall be made in U.S. dollars.

(b) Each Reimbursement request shall contain a certification that Reimbursement has not and will not be obtained from any other source.

(c) All documents and certificates submitted with requests for Reimbursement are subject to verification by A.I.D. If any of the documents or certificates related to any Subproject are not acceptable, A.I.D. may deduct the requested amount for that Subproject from the Reimbursement request before approving the request.

SECTION 6.03. Documents Required as Condition to Reimbursement of MPWEP Predetermined Subproject Costs. Except as A.I.D. may otherwise agree in writing, each request for Reimbursement covering MPWEP predetermined costs shall contain for each Subproject included in the request:

(a) a certification of completion of construction of the major works in accordance with the plans and specifications approved by A.I.D. pursuant to Section 4.03, and

(b) an operation and maintenance plan for the major works.

SECTION 6.04. Documents Required as Condition to Reimbursement of MOA Predetermined Subproject Costs. Except as A.I.D. may otherwise agree in writing, each request for Reimbursement covering MOA predetermined costs shall contain for each Subproject included in the request:

(a) a certification of completion of construction of 40% of the tertiary canals and farm service ditches,

(b) evidence that a water user association(s) has been formed and is effectively operating,

(c) a water management plan for the tertiary canals and farm service ditches,

(d) an operations and maintenance plan for the tertiary canals and farm service ditches, and

(e) a certification that the pattern of private landholdings in the Subproject area meets criteria to be described in Implementation Letters.

SECTION 6.05. Conditions to Reimbursement of Predetermined Costs of In-country Training. Except as A.I.D. may otherwise agree in writing, each request for Reimbursement covering the predetermined costs of in-country training shall contain a certification of completion for each training course included in the request.

SECTION 6.06. Other Forms of Disbursement. Disbursements of the Loan may be made through such other means as the Borrower and A.I.D. may agree to in writing.

SECTION 6.07. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur in the case of Disbursements or Reimbursements pursuant to Sections 6.01 and 6.02 on the date on which A.I.D. makes a Disbursement or Reimbursement to the Borrower, to its designee or to a banking institution pursuant to a Letter of Commitment and in the case of

Disbursements made pursuant to Section 6.06 on the date on which A.I.D. makes a Disbursement pursuant to the terms of such other Disbursement documents.

SECTION 6.08. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no Letter of Commitment under Section 6.01, or other commitment documents which may be called for by another form of Disbursement under Section 6.06, or amendment thereto, shall be issued in response to requests received by A.I.D. after July 26, 1978, and no Disbursement shall be made against documentation received by A.I.D. or any bank described in Section 6.01 after January 26, 1979, and no request for Reimbursement under Section 6.02 shall be honored after July 26, 1978, and no Reimbursement shall be made pursuant to such requests after January 26, 1979. A.I.D., at its option, may at any time or times after January 26, 1979 reduce the Loan by all or any part thereof for which documentation was not received by such date.

ARTICLE VII

Cancellation and Suspension

SECTION 7.01. Cancellation by the Borrower. The Borrower may, with the prior written consent of A.I.D., by written notice to A.I.D., cancel any part of the Loan (i) which, prior to the giving of such notice, A.I.D. has not Disbursed or committed itself to Disburse, or (ii) which has not then been utilized through Reimbursement or through payments made through other procedures.

SECTION 7.02. Events of Default: Acceleration.

If any one or more of the following events ("Events of Default") shall occur:

(a) The Borrower shall have failed to pay when due any interest or installment of Principal required under this Agreement;

(b) The Borrower, MPWEP or MOA shall have failed to comply with any other provision of this Agreement, including, but without limitation, the obligation to carry out the Project with due diligence and efficiency;

(c) The Borrower shall have failed to pay when due any interest or any installment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any 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, at its option, give to the Borrower notice that all or any part of the unrepaid Principal shall be due and payable sixty (60) days thereafter, and, unless the Event of Default is cured within such sixty (60) days:

(i) such unrepaid Principal and any accrued interest hereunder shall be due and payable immediately; and

(ii) the amount of any further disbursements made under then outstanding Letters of Credit or any reimbursement or otherwise shall become due and payable as soon as made.

SECTION 7.03. Suspension of Disbursement or Reimbursement. In the event that at any time:

(a) An Event of Default has occurred;

(b) 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, MPWEP, or MOA will be able to perform their obligations under this Agreement; or

(c) A.I.D. determines that the overall Project is not being carried out satisfactorily in accordance with agreed upon standards and criteria;

(d) Any disbursement or reimbursement by A.I.D. would be in violation of the legislation governing A.I.D.;

Then A.I.D. may, at its option:

(i) suspend or cancel outstanding commitment documents to the extent that they have not been utilized through the issuance of

irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit, in which event A.I.D. shall give notice to the Borrower promptly thereafter;

(ii) decline to make disbursements other than under outstanding commitment documents;

(iii) decline to issue additional commitment documents or make additional reimbursements;

(iv) at A.I.D.'s expense, direct that title to goods financed under the Loan shall be transferred to A.I.D. if the goods are from a source outside Indonesia, are in a deliverable state and have not been offloaded in ports of entry of Indonesia. Any disbursement or reimbursement made or to be made under the Loan with respect to such transferred goods shall be deducted from Principal.

SECTION 7.04. Cancellation by A.I.D. Following any suspension of disbursements or reimbursements pursuant to Section 7.03, if the cause or causes for such suspension of disbursements or reimbursements shall not have been eliminated or corrected within sixty (60) days from the date of such suspension, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 7.05. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement or reimbursement, or acceleration of repayment, the provisions of this Agreement shall continue in full force and effect until the payment in full of all Principal and any accrued interest hereunder.

SECTION 7.06. Refunds.

(a) In the case of any disbursement or reimbursement not supported by valid documentation in accordance with the terms of this Agreement, or of any disbursement or reimbursement not made or used in accordance with the terms of this Agreement, A.I.D., not withstanding the availability or exercise of any of the other remedies provided for under this Agreement, may require Borrower to refund such amount in United States dollars to A.I.D. within sixty days after receipt of a request therefor. Such amount shall be made available first for the cost of goods and services procured and reimbursement for acceptably completed subprojects for the Project hereunder, to the extent justified; the remainder, if any, shall be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder. Notwithstanding any other provision in this Agreement, A.I.D.'s right to require a refund with respect to any disbursement or reimbursement under the Loan shall continue for five years following the date of such disbursement or reimbursement.

(b) In the event that A.I.D. receives a refund from any contractor, supplier, or banking institution, or from any other third party connected with the Loan, with respect to goods or services financed under the Loan, and such refund relates to an unreasonable price for goods or services, or to goods that did not conform to specifications, or to services that were inadequate, A.I.D. shall first make such refund available for the cost of goods and services procured and reimbursement for acceptably completed subprojects for the Project hereunder, to the extent justified, the remainder to be applied to the installments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder.

SECTION 7.07. Expenses of Collection. All reasonable costs incurred by A.I.D., other than salaries of its staff, in connection with the collection of any refund or in connection with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 7.02 may be charged to the Borrower and reimbursed to A.I.D. in such manner as A.I.D. may specify.

SECTION 7.08. Nonwaiver of Remedies. No delay in exercising or omission to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of any of such rights, powers, or remedies.

ARTICLE VIII

Miscellaneous

SECTION 8.01. Communications. Any notice, request, document, or other communication given, made, or sent by the Borrower, MPWEP or MOA, or A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable, or radiogram and shall be deemed to have been duly given, made, or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegram, cable, or radiogram at the following addresses:

TO BORROWER:

Mail Address: Departemen Luar Negeri
Jl. Singamangaraja 2
Kebayoran Baru, Jakarta
Indonesia

Cable Address: DEPLU Jakarta

TO A.I.D.:

Mail Address: United States Agency for International Development
American Embassy
Jakarta, Indonesia

Cable Address: USAID AMEMB Jakarta

Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications, and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 8.02. Representatives. For all purposes relative to this Agreement, the Borrower shall be represented by the individual holding or acting in the office of Chairman or Vice Chairman, National Development Planning Agency (BAPPENAS) and A.I.D. will be represented by the individual holding or acting in the office of Mission Director, USAID Mission to Indonesia. Such individuals shall have the authority to designate additional representatives by written notice. In the event of any replacement or other designation of a representative hereunder, Borrower shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Borrower designated pursuant to this Section, it may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 8.03. Implementation Letters. A.I.D. shall from time to time issue Implementation Letters that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

SECTION 8.04. Promissory Notes. At such time or times as A.I.D. may request, the Borrower shall issue promissory notes or such other evidences of indebtedness with respect to

this Loan, in such form, containing such terms and supported by such legal opinions as A.I.D. may reasonably request.

SECTION 8.05. Termination Upon Full Payment. Upon payment in full of the Principal and of any accrued interest, this Agreement and all obligations of the Borrower, MPWEP, MOA, and A.I.D. under this Loan Agreement shall terminate.

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

REPUBLIC OF INDONESIA

By: Ferdy Salim
FERDY SALIM
Acting Director for Financial Cooperation and Investment

UNITED STATES OF AMERICA

By: Kenneth M. Kauffman
KENNETH M. KAUFFMAN
Acting Director
USAID/Indonesia

[AMENDING AGREEMENT]

A.I.D. Loan No. 497-T-037
AMENDMENT No. 1

AMENDMENT NO. 1 TO LOAN AGREEMENT BETWEEN THE REPUBLIC OF INDONESIA AND THE UNITED STATES OF AMERICA FOR SEDERHANA (SIMPLE) IRRIGATION AND LAND DEVELOPMENT

Dated: OCTOBER 28, 1976

TIAS 8584

Amendment No. 1 dated October 28, 1976, between The REPUBLIC OF INDONESIA ("Borrower") and the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D ").

WITNESSETH THAT

WHEREAS, the Borrower and A.I.D entered into a loan agreement, designated as A.I.D Loan No. 497–T–037, on June 30, 1975, ("Loan Agreement"), whereby A.I.D agreed to lend to the Borrower up to Twenty Million United States Dollars ($20,000,000) to assist in financing the United States dollar costs and part of the local currency costs of certain goods and services required to assist the Borrower in carrying out upgrading and new construction of simple irrigation facilities of small-scale, including certain related farm level implementation activities, to increase agricultural production and improve the well-being of the low-income segment of the rural population,

WHEREAS, the requirements of the Project as originally designed and contemplated justified a total A.I.D Loan amount of twenty-three million seven hundred thousand United States Dollars ($23,700,000),

WHEREAS, A.I.D has agreed to lend the additional amount requested for the purpose of bringing the total Loan amount to the level originally contemplated and on the same terms and conditions contained in the Loan Agreement,

NOW, THEREFORE, the Borrower and A.I.D hereby agree that A.I.D Loan No. 497–T–037 is hereby amended as follows:

1. Section 1.01 of the Loan Agreement is hereby amended by substituting the words "twenty-three million seven hundred thousand United States dollars ($23,700,000)" for the words "twenty million United States dollars ($20,000,000) "

2. Section 1.02 of the Loan Agreement is hereby amended by substituting the words "sixty-two million nine hundred thousand United States dollars ($62,900,000)" for the words "fifty-nine million two hundred thousand United States dollars ($59,200,000)."

3. The Loan Agreement is hereby amended by adding the following new Section 3.01–A.

Section 3.01–A. Conditions Precedent to Initial Disbursement Under Amendment No. 1 to the Loan. Prior to the first disbursement or to the issuance of the first Letter of Commitment under Amendment No. 1 to the Loan, or to the amendment of any Letter of Commitment already existing under the Loan, the Borrower shall, except as A.I.D may otherwise agree in writing, furnish to A.I.D in form and substance satisfactory to A.I.D an opinion of the Minister of Justice of the Borrower that this Amendment No. 1 has been duly authorized and/or ratified by, and executed on behalf of the Borrower, and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all of its terms.

4. The Loan Agreement is hereby amended by adding the following new Section 3.02–A.

"Section 3.02–A. Terminal Dates for Meeting Conditions Precedent to Initial Disbursement Under Amendment No. 1 to the Loan. If the condition specified in Section 3.01–A shall not have been met within 60 days from the date of this Amendment No. 1, or such later date as A.I.D may agree to in writing, A.I.D., at its option, may terminate this Amendment No. 1 by giving written notice to the Borrower."

5. The Loan Agreement is hereby amended by adding the following new Section 3.03–A.

"Section 3.03–A. Notification of Meeting Conditions Precedent to Initial Disbursements Under Amendment No. 1 to the Loan. A.I.D shall notify the Borrower upon determination by A.I.D. that the conditions precedent to initial Disbursements specified in Section 3.01–A have been met."

Except as hereinabove expressly amended, the Loan Agreement is confirmed and continued in full force and effect in accordance with all of its terms.

IN WITNESS WHEREOF, the Borrower and the United States of America, each acting through its respective duly authorized representative, have caused this Amendment No. 1 to be signed in their names and delivered as of the day and year first above written.

UNITED STATES OF AMERICA

By: DAVID D NEWSOM

David D Newsom
Ambassador to Indonesia

REPUBLIC OF INDONESIA

By: ADAM MALIK

Adam Malik
Minister for Foreign Affairs of the Republic of Indonesia

GUINEA

Agricultural Commodities

Agreement signed at Conakry September 22, 1976;
Entered into force September 22, 1976.
With memorandum of understanding.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF GUINEA FOR THE SALE OF AGRICULTURAL COMMODITIES UNDER THE U.S. FOOD FOR PEACE PROGRAM PL 480 TITLE I

The Government of the United States of America and the Government of the Republic of Guinea have agreed to the sale of the agricultural commodity specified below. This Agreement shall consist of the Preamble, Parts I and III of the Agreement for the Sale of Agricultural Commodities under PL 480 Title I signed April 21, 1976 [1] and 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	1977	10,000	$2.4

ITEM 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.

ITEM III. Usual Marketing Requirements:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Rice	1977	5,000

ITEM IV. Export Limitations:

A. The export limitation period shall be U.S. Fiscal Year 1977 or any other 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.

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 on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Guinea agrees to:

1. Accelerate the planning and construction of needed grain storage facilities with specific quantity targets to be established by June 30, 1977. Separate targets should be set for port areas, terminal locations, market centers and Regional Commercial Enterprises.
2. Continue efforts to improve incentives to farmers to increase rice production.
3. Request the assistance of appropriate organizations to strengthen the extension service to speed dissemination of information.
4. Strengthen the programs of collection and dissemination of agricultural production and trade statistics to provide improved data for planning and reporting, especially rice.
5. Study and modify as necessary the food procurement and distribution system and to furnish this information in the Quarterly Progress Reports.

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 Item V and for

the sectors described in the Government of Guinea's Development Plan for the National Economy.

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 Conakry, in duplicate, this 22 day of September 1976.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF THE REPUBLIC OF GUINEA
WILLIAM C HARROP	MOUSSA DIAKITE
William C. Harrop *Ambassador of the United States of America*	Moussa Diakite *President, State Committee for Cooperation with the Americans and International Organizations*
	[SEAL]

Memorandum of Understanding Relating to the Agreement Between the Government of the United States of America and the Government of the Republic of Guinea for Sales of Agricultural Commodities in Fiscal Year 1977

In implementation of the Agreement Between the Government of the United States of America and the Government of the Republic of Guinea for Sales of Agricultural Commodities in Fiscal Year 1977 (hereinafter referred to as the Agreement) the Government of the United States of America and the Government of the Republic of Guinea have noted and agreed as follows:

I. Commodities

Previous Agreements for the Sales of Agricultural Commodities were concluded on the following dates: February 2, 1962 (and the amendments thereto of May 3, 1962 and June 29, 1962);[1] May 22, 1963 (and the amendments thereto of November 2, 1963; July 1 and July 11, 1964; and September 18, 1965);[2] June 13, 1964 (and the amendments thereto of October 7, 1964 and December 21, 1964);[3] February 4, 1966; October 18, 1967; February 3, 1969; May 6, 1970;

[1] TIAS 4948, 5057, 5126; 13 UST 131, 1114, 1800.
[2] TIAS 5394, 5487, 5700, 5890; 14 UST 1003, 1784; 15 UST 2169; 16 UST 1671.
[3] TIAS 5668, 5701, 5712; 15 UST 1926, 2172, 2238.

August 8, 1970; March 12, 1971;[1] June 17, 1971 (and the amendment thereto of May 15 and 23, 1972);[2] March 15, 1973 (and the amendment thereto of March 30 and April 11, 1973);[3] May 8, 1974 (and the amendments thereto of May 24, 1974; June 13 and 14, 1974);[4] May 8, 1975,[5] and April 21, 1976.

Under the terms of these Agreements the people of the United States of America have extended food assistance to the people of the Republic of Guinea for 14 years, from 1962 to 1976, valued at $65.3 million. Wishing to maintain and strengthen the relations between the peoples of the United States of America and the Republic of Guinea, the two Governments have entered into the Agreement whereby,

The Government of the United States of America, as stated in Part I, Article I (A) of the Agreement, undertakes to finance the sales of agricultural commodities to the Government of the Republic of Guinea on a concessional basis in quantities specified in Part II of the Agreement. Commodities so furnished under the Agreement shall be considered as supplementing Guinean national production in a transitional period to greater national food self-sufficiency.

II. Reporting

A. In order that the two partners may be informed of the status of the program, and in order to implement the provisions of the Agreement, the Government of the Republic of Guinea acknowledges the following reports which must be submitted to AID by the Government of the Republic of Guinea, noting the dates due for each report:

Reporting Schedule

Date Due	Report
January 15	Compliance Report Covering October–December
April 15	Compliance Report Covering January–March
July 15	Compliance Report Covering April–June
October 15	Compliance Report Covering July–September
December 1	Self-Help Report
December 1	Receipt and Expenditure of Proceeds
Upon Completion of Unloading of Each Ship	Shipping and Arrival Report

[1] TIAS 5966, 6381, 6640, 6782, 6971, 7147; 17 UST 109; 18 UST 2887; 20 UST 380, 3045; 21 UST 2208; 22 UST 1035.
[2] TIAS 7182, 7406; 22 UST 1574; 23 UST 1296.
[3] TIAS 7942; 25 UST 2729, 2747.
[4] TIAS 7835, 7860; 25 UST 917, 924, 1277.
[5] TIAS 8258; 27 UST 1474.

B. Acknowledging its obligations for complete and timely compliance reporting, the Government of the Republic of Guinea agrees to furnish the following reports requested by the Embassy:

(1) Report on the Supply, Distribution and Importation of rice.
(2) Report on the Accumulation and Use of Sales Proceeds from the Title I PL 480[1] Program (as requested in Note Number 030).

C. In addition, the Government of the Republic of Guinea has acknowledged by its submission of Outturn-Survey Reports, the receipt of 11,405 tons of corn, 2,868 tons of sorghum and 950 tons of corn-soya blend under the PL 480 Title II[2] programs of 1974 and 1975 and agrees to furnish, as required under the documents relating to these programs, the report on the distribution and sales of these commodities. This report shall be submitted and shall indicate (1) quantities distributed, (2) the place of distribution, (3) the amount of losses in transportation and handling, (4) the sales price of the commodities and (5) the total amount of local currency generated by the sales, and shall form the basis for the deposit of the proceeds to the special account described in the Title II documents and paragraph 3 of Section III below.

III. Use of Local Currency Proceeds: Self-Help Requirements

A. With regard to the accumulation and use of proceeds from sales of commodities provided under Title I, the Government of the Republic of Guinea notes in Article II (F) of the Agreement the requirements for an accounting of the use of the proceeds accruing under the Agreement and agrees to furnish a report by December 1, 1976 which indicates (1) the projects for which the proceeds were used, (2) the sites of the projects, (3) the budget sector in Guinea's National Development Plan which these projects come under, and (4) the amount of currency used.

B. The Government of the Republic of Guinea agrees to use the proceeds accruing under the Agreement for the purposes outlined in Part II, Items V and VI of the Agreement, entitled Self Help Measures, and for budget sectors related to those purposes, particularly the development of food distribution systems and the extension of better farming methods and market opportunities to small farmers.

C. The Government of the Republic of Guinea further agrees that it shall submit to the Embassy of the United States in Conakry proposals for the use of proceeds generated by Agricultural Commodity Sales Agreements of October 18, 1967; February 3, 1969; May 6, 1970; August 8, 1970; March 12, 1971; June 17, 1971 (and the amendment thereto of May 15 and May 23, 1972); March 15, 1973 (and the amendment thereto of March 30 and April 11, 1973); May 8,

[1] 68 Stat. 454; 7 U.S.C. § 1701 *et seq.*
[2] 68 Stat. 457; 7 U.S.C. § 1691a *et seq.*

1974 (and the amendments thereto of May 24, 1974; June 13 and 14, 1974); May 8, 1975; and April 21, 1976; and the funds generated by sales of commodities provided under the PL 480 Title II program of fiscal years 1974 and 1975. The proposals for use of these funds shall be based on projects aimed at promoting economic development, primarily in the agricultural sector, in particular in the regions affected by drought, and towards the purposes described in the Self Help Measures sections of the aforementioned Agreements.

D. The Government of the Republic of Guinea further agrees that it shall deposit in a special account at the Banque Guinéene du Commerce Extérieur the proceeds accruing to it from the sale of commodities provided under the United States PL 480 Title II program for fiscal years 1974 and 1975, as stipulated in the official documents relating to these programs. It is the understanding of both Governments that these proceeds shall be employed first to pay transportation and handling costs incurred during the distribution of the commodities and second, in development projects to aid recovery in the drought affected regions.

IV. Payments

A. In recognition of the undertakings of the Government of the United States of America during the period 1967 to 1976 to provide the Government of the Republic of Guinea with agricultural commodities totalling $44.1 million, the Government of the Republic of Guinea acknowledges the credit provisions of the Agreements of October 18, 1967; Febuary 3, 1969; May 6, 1970; August 8, 1970; March 12, 1971; June 17, 1971 (and the amendment thereto of May 15 and 23, 1972); March 15, 1973 (and the amendment thereto of March 30 and April 11, 1973); May 8, 1974 (and the amendments thereto of May 24, 1974; June 13 and 14, 1974); May 8, 1975, and April 21, 1976, and agrees that payments incurred under these concessional sales programs shall be made in full on a timely basis.

B. The Government of the Republic of Guinea acknowledges diplomatic note number 27 of March 19, 1976 concerning payments due to agencies of the United States Government during the course of calendar year 1976. The Government of the Republic of Guinea undertakes to effect these payments in full according to the schedule of payments provided in note number 27. Both parties recognize that significant benefits are to be derived by all concerned when the program proceeds according to the provisions of the Agreement and note the undesirability of incurring additional charges due to late or incomplete payments.

V. Provisions of the Agreement

A. Financial Terms

1. As set forth in Part II, Item II of the Agreement, financing of the program shall provide for convertible local currency credit terms

of 30 years credit, including a six year grace period, with interest rates of two percent during the grace period and three percent thereafter.

2. The Government of the Republic of Guinea agrees to pay the initial payment specified in Part II of the Agreement. This payment shall be a total of five percent of the purchase price to be made in United States dollars in accordance with the applicable purchase authorization.

B. Identification

1. In view of the efforts of the Government of the United States of America to assist the Government of the Republic of Guinea providing food commodities on a concessional basis; in recognition that this assistance has continued for 14 years providing $65.3 million in concessional sales of agricultural commodities; being desirous of promoting increased good will between the people of the United States of America and the people of the Republic of Guinea; with reference to the Agreement under consideration; and in recognition of Part I Article III Item I of the Agreement,

The Government of the United States of America and the Government of the Republic of Guinea agree to undertake a program of identification and publicity of the Agreement including the following:

a) Upon signature of the Agreement both parties will issue a joint communique detailing the signing of the Agreement, including the amounts of commodities provided under the present accord and the Accord of 21 April 1976.

b) The text of this communique shall be broadcast over the national radio network of the Republic of Guinea, the Voice of the Revolution, not later than twenty-four hours after the signing of the Agreement.

c) The text of the communique shall be published in HOROYA, the central organ of the Parti-Etat of Guinea not later than two weeks following the signing of the Agreement.

d) The text of the communique shall be published in the Bulletin of the Embassy of the United States of American in Conakry.

e) In the issuance of bids for provision of the commodities to be financed under the Agreement, the Government of the Republic of Guinea agrees that food commodities shall be marked as being provided on a concessional basis to the people of Guinea by the people of the United States of America. In addition, the Government of the Republic of Guinea, insofar as practicable, will insure that such identification is made at the point of sales of the commodities.

C. In order to fully implement items a, b, c, d, and e above, the Government of the Republic of Guinea agrees to report on a periodic basis on the measures taken to carry out identification of the Agreement. These reports shall be included as part of the Quarterly Compliance Reports (Part II (A) of the Memorandum of Understanding)

and shall detail the measures taken by the Government to identify the commodities provided under the Agreement as being provided to the people of Guinea by the people of the United States of America.

D. Usual Marketing Requirements (UMR's)

1. The Government of the Republic of Guinea notes in Part II, Item III of the Agreement the provision for a Usual Marketing Requirement of the following:

Rice 5,000 MT

2. The Usual Marketing Requirement for this commodity represents an average of commercial imports of the Republic of Guinea over the past five years. The UMR complies with Section 103(c) of PL 480 which requires that in negotiating PL 480 Title I Agreements the President of the United States of America shall take reasonable precautions to safeguard usual marketings of the United States and to assure that sales under Title I will not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

Therefore, the Government of the United States of America wishes to point out and the Government of the Republic of Guinea acknowledges the following:

a) The UMR for this commodity is presumed to be the minimum quantity that would be imported through normal commercial channels in the absence of a Title I sales agreement and, therefore, must be imported commercially even though the full allotment under Title I is not utilized.

b) Purchases against the UMR's are to be financed by the Government of the Republic of Guinea from its own resources (not including AID financing). Imports from the USSR, Peoples Republic of China, Eastern Europe (except Poland and Yugoslavia), Cuba, Vietnam and North Korea, commodities imported under PL 480, or grants received from the United States or other sources cannot be counted towards the UMR's.

c) Should the United States Government authorize and finance deliveries of Title I commodities to extend beyond the supply period specified in Part II of the Agreement, the importing country will be required according to Article III A (1) of the Agreement to maintain the same UMR for the subsequent comparable period. If a UMR different from that established in the Agreement is deemed appropriate, the Agreement may be amended.

3. In view of the Usual Marketing Requirement the Government of the United States of America wishes to inform the Government of the Republic of Guinea that short-term commercial credit (6 to 36 months) is available through the Commodity Credit Corporation (CCC) Export Credit Sales Program to foreign buyers purchasing U.S. agricultural commodities. This source of financing may be used to purchase the usual marketing requirements. Credit is initially

extended by the Foreign Agricultural Service, USDA, to U.S. exporters to help them move a greater volume of sales than they could otherwise be able to do by conventional private financing. A letter of credit is opened in favor of CCC credit and after shipment of a commodity, the U.S. exporter sells the account receivable to the Treasurer of the CCC. In this process the deferred payment benefit and credit obligations are transferred to the foreign buyer.

Financing is limited to the full export value of the commodity (FOB or FAS basis) and payments are due 12 months from the on board bill of lading date in equal annual payments of principal and accrued interests. If the term of credit is less than one year then the total is due and payable at the end of the credit period. The key assurance document to CCC financing is the irrevocable letter of credit from either an approved foreign or U.S. bank. A foreign bank letter of credit opened in favor of the Treasurer of CCC must be confirmed for at least 10 percent of the value by a U.S. bank. The interest rates charged for CCC financing are adjusted periodically to reflect a proper relation to U.S. bank rates, the costs of money to CCC, and credit rates offered by competing foreign suppliers. The Department of Agriculture issues monthly press releases announcing current interest rates and the list of commodities eligible for short term financing.

As the CCC Export Credit Sales Program services commercial trade requirements and aims only at expanding commodity exports, the cargo requirements of the U.S. cargo preference legislation (PL 664) do not apply to the resulting exports. Foreign buyers are free to select ocean carriers.

E. Cost and Value

1. The export market value of the commodity shown in Part II of the agreement represents the total amount for which purchase authorizations may be issued and includes the initial payment. The quantity of the commodity shown in Part II of the agreement is an approximation based on current estimates of export market prices. It should be understood that changes in market prices may take place after negotiations have begun which will result in an increase or decrease in the quantity of the commodity procurable with the dollar amounts under negotiation.

2. In view of current fiscal year limitations on overall commodity and PL 480 funding availabilities, the Government of the United States of America wishes to call particular attention of the Government of the Republic of Guinea to Article I (e) of Part I of the Agreement which provides that the export market value specified in Part II may not be exceeded. This means that, if commodity prices increase over those used in determining the quantities and market values indicated in Part II of the Agreement, the quantity to be financed under the agreement will be less than the appropriate maximum quantity set forth in Part II. Should commodity prices decrease,

however, the quantities of commodities to be financed will be limited to those specified in Part II. Also if supply problems and limitations on PL 480 expenditures arise in FY 1976, it may become necessary to withhold some shipments during the supply period. Such actions can be taken pursuant to Part I, Article III of the Agreement, which is a standard provision included in all Agreements to cover a point required by statute. Although such action does not now appear probable, the Government of the Republic of Guinea acknowledges this provision in the event the United States Government is unable to implement fully the amounts provided for in the sales agreement. In all cases, commodities are purchased from private U.S. suppliers and actual prices are agreed upon between buyers and sellers (subject to price review by USDA).

F. Exports

The commodities provided in the Agreement are for the purpose of helping to meet the food requirements of the Republic of Guinea and are not for the purpose of permitting an increase in exports of the same or like commodities as defined in the Agreement. Any exports of the same or like commodities, either of indigenous origin or foreign origin, accordingly, cannot be permitted unless specifically agreed to by the U.S. This is specifically covered in Part I, Article III A (4) and Part II, Item IV of the Agreement.

G. Violations

The Government of the United States of America and the Government of the Republic of Guinea note that failure to comply with the provisions of Part I, Article III (A) of the Agreement or failures to comply with any other requirement of the Agreement, could result in withholding issuance of purchase authorizations and would be taken into account in consideration of new PL 480 agreements unless the situation is remedied. If the violation involves prohibited exports, remedy may take form of dollar payment to the U.S. Government to the extent of the value of the violation or the purchase and importation, utilizing the importing country's own resources, on a commercial basis from the United States, an equivalent amount of such excess exports. These additional imports must be over and above the UMR.

H. Purchase Authorizations

The Government of the Republic of Guinea notes that purchase authorizations issued under the Agreement will contain requirements that invitations for bids for both commodity and freight must be submitted to FAS-USDA-Washington for review and approval prior to their release to prospective bidders. The primary purpose of this requirement is to enable USDA to ensure that invitations do not contain terms or conditions which may be in conflict with PA terms and PL 480 financing regulations. Prior review of invitations will also

give USDA specialists opportunity to provide advice and assistance in assuring realistic commodity delivery schedules in order to allow maximum flexibility in matching available shipping to commodity contracts.

All tendering for rice under this agreement must be done by invitations for competitive bids conducted in the United States. Public opening of bids and awards shall be made on the basis of the lowest FAS or FOB vessel bid price for the rice responsive to tender terms. Also freight tenders must be conducted in the United States, with public opening of bids; however, the charterer may retain the right to negotiate.

VI. General Considerations

A. Prior to the signature of the Agreement, the Government of the Republic of Guinea informed the Embassy of the United States of America in Conakry of the individuals or agencies in the Government of the Republic of Guinea responsible for, and with whom representatives of the United States Government may consult, concerning

1) Commodity arrival and offloading information
2) Marking and identifying of commodities
3) Publicizing arrivals
4) Assurances against resale and transshipment
5) Compliance with Usual Marketing Requirements and Export Limitations
6) Generation and use of currencies arising from convertible local currency credit sales
7) Carrying out self-help measures
8) Reconciliation of accounts, including principal and interest payments.

B. The Government of the United States of America informs the Government of the Republic of Guinea that it will be necessary to designate one or more persons in the United States to consult with representatives of the United States Government to discuss the rules and procedures applicable to procurement, financing, reporting, and ocean transportation, because of the complications involved in connection with the implementation of all the provisions of the Agreement. This consultation must be completed before any purchase authorizations are issued. A designated person in the United States should be authorized to sign all documents relating to the implementation of the Agreement.

C. Furthermore, the Government of the United States of America informs the Government of the Republic of Guinea that if it engages the services of an individual or firm as its agent to handle the procurement of the commodities and-or ocean shipping, such agent must be approved by the United States Department of Agriculture. A copy of the written agreement between the Government of the Republic of

Guinea and the United States agent must be submitted to USDA for approval. Such approval should be obtained prior to the issuance of the applicable purchase authorizations.

VII. Delivery

A. In view of the responsibility of the Embassy of the United States in Conakry for execution of the Agreement on the part of the Government of the United States of America, the Government of the Republic of Guinea agrees to provide access to the port of Conakry throughout the duration of delivery of commodities under the Agreement, to Embassy personnel charged with operational responsibility for the Agreement (including the Economic-Commercial Officer, the Consul, and the representative of AID).

B. The Government of the Republic of Guinea recognizes the necessity of the expeditious discharging of commodities provided under the Agreement and to this end, per Item VI (B) above, will formulate a delivery schedule making the most judicious use of port, transport and storage facilities. Discharging of the cargo shall be accomplished as rapidly as possible on a twenty-four hour basis, weather permitting. In addition, special care shall be taken to ensure the integrity of the shipments against any loss.

VIII. Conclusion

This Memorandum of Understanding shall enter into force upon signature of the Agreement between the Government of the United States of America and the Government of the Republic of Guinea for Sales of Agriculture Commodities. Signed this 22 day of September 1976 at Conakry, Republic of Guinea.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

WILLIAM C HARROP

William C. Harrop
Ambassador of the United States of America

FOR THE GOVERNMENT OF THE REPUBLIC OF GUINEA

MOUSSA DIAKITE

S.E.M. Moussa Diakite
President, State Committee for Cooperation with the Americas and International Organizations
[SEAL]

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 SOUS LE PROGRAMME DES ETATS-UNIS D'AMERIQUE NOURRITURE POUR LA PAIX PL 480 TITRE I

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République de Guinée ont convenu de la vente du produit agricole mentionnés ci-dessous. Le présent accord comprendra le Préambule, les Parties I et III, de l'Accord en vue de la vente de produits agricoles aux termes de la Loi Publique 480, Titre I, signé le 21 avril 1976, et le Partie II ci-aprés:

PARTIE II – DISPOSITIONS PARTICULIERES

POINT I. Tableau des Produits:

Produit	Période d'Offre (Année Budgétaire des Etats-Unis)	Quantité Maximum Approximative (Tonnes Métriques)	Valeur Maximum sur le Marché d'Exportation (Millions)
Riz	1977	10.000	$2,4

POINT II. Modalités de Paiement

Crédit en monnaie locale convertible

1. Paiement initial – 5 pour cent
2. Paiement utilisant la monnaie locale – Néant
3. Nombre de versements – 25 versements
4. Montant de chaque échéance – versements 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 au Marché Habituel
Riz	1977	5.000

POINT IV. Limitation des Exportations

A. La période de limitation des exportations est l'année budgétaire 1977 des Etats-Unis ou toute année budgétaire auivante des Etats-Unis au cours de laquelle les produits financés aux termes du présent Accord sont importés ou utilisés.

B. En application de l'Article III A (4), Partie I, de l'accord, les produits qui ne doivent pas être exportés sont: pour le riz—le riz paddy, brun ou blanchi.

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 permattre aux populations pauvre de prendre une part active à l'accroissement de la production agricole grâce à l'agriculture en petites exploitations.

B. Le Gouvernement de la République de Guinée convient:

1. D'accélerer la plannification et construction d'entrepôts de céréa es d'une capacité précise, prévues pour être établis au 30 juin 1977. Des objectifs séparés doivent être fixés pour la zone portuaire, l'emplacement des installations de réception, les centres de marchés, et les Entreprises Regionales du Commerce.
2. De continuer les efforts pour ameliorer les incitations à la production aux exploitants pour augmenter la production du riz.
3. De demander l'aide d'organisations competentes en vue de renforcer le service de vulgarisation agricole dans le but d'augmenter la diffusion des informations.
4. De renforcer les programmes de collection et dissémination des statistiques sur la production et le commerce agricole et de fournir des données perfectionnées et plus precises pour la plannification et l'information, en particulier en ce qui concerne le riz.
5. D'étudier et modifier comme nécessaire le système d'approvisionnement et le distribution des denrées alimentaires et de fournir ces renseignements dans les Etats Progressif Trimistriels.

POINT VI. Objectifs de Développement Economique auxquels doit être Consacré le produit des Ventes Revenant au Pays Importateur

A. Les montants revenant au pays importateur sur la vente de produits financés en vertu du présent Accord seront employés au financement des mesures d'auto-assistance énoncées au Point V ainsi que dans les secteurs définis au Plan de Développement élaboré par le Gouvernement de la République de Guinée pour l'économie nationale.

B. Dans l'utilisation desdits montants aux fins des objectifs susmentionnés, l'accent sera mis directement sur l'amélioration de la vie des populations les plus pauvres du pays bénéficiaire et de leur capacité à participer au développement de leur pays.

EN FOI DE QUOI, les répresentants soussignés, dûment autorisés à cet effet, ont signé le présent Accord.

FAIT à Conakry, en double exemplaire, le 22 septembre 1976.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

WILLIAM C HARROP

William C. Harrop
Ambassadeur des Etats-Unis d'Amérique

POUR LE GOUVERNEMENT DE LA REPUBLIQUE DE GUINEE

MOUSSA DIAKITE

S.E.M. Moussa Diakite
Président, Comité d'Etat de Coopération avec les Pays d'Amérique et Organismes Internationaux

[SEAL]

Memorandum D'Entente Concernant L'Accord Entre Le Gouvernement Des Etats-Unis D'Amerique Et Le Gouvernement De La Republique De Guinee En Vue De La Vente De Produits Agricoles Pour L'Annee Fiscale 1977

Dans l'exécution de l'Accord entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République de Guinée En Vue de la Vente de Produits Agricoles pour l'Année Fiscale 1977 (ci-aprés dénommé l'Accord), le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République de Guinée ont pris connaissance et convenu ce qui suit:

I. Produits

Les Accords précédents En Vue de la Vente de Produits Agricoles ont été conclus aux dates suivantes: le 2 février 1962 (et les amendements s'y rapportant du 3 mai 1962 et du 29 juin 1962); le 22 mai 1963 (et les amendements du 2 novembre 1963, du ler et 11 juillet 1964 et du 18 septembre 1965); le 13 juin 1964 (et les amendements du 7 octobre 1964 et du 21 décembre 1964); le 4 février 1966; le 18 octobre 1967; le 3 février 1969; le 6 mai 1970; le 8 août 1970; le 12 mars 1971; le 17 juin 1971 (et l'amendement du 15 et 23 mai 1972); le 15 mars 1973 (et l'amendement du 30 mars et 11 avril 1973); le 8 mai 1974 et les amendements du 24 mai 1974, du 13 et 14 juin 1974), le 8 mai 1975, et le 21 avril 1976.

Sous les termes de ces Accords, le peuple des Etats-Unis d'Amérique a accordé une assistance alimentaire au peuple de la République de Guinée pendant 14 ans, depuis 1962 jusqu'à 1976, pour une valeur de $65,3 millions de dollars.

Désirant maintenir et renforcer les relations entre les peuples des Etats-Unis d'Amérique et de la République de Guinée, les deux

Gouvernements ont conclu un Accord, par lequel le Gouvernement des Etats-Unis comme arrêté à la Partie I Article I(A) de l'Accord s'engage à financer la vente de produits agricoles dans les quantités spécifiées dans la Partie II de l'Accord, au Gouvernment de la République de Guinée sur des bases concessionnaires. Les produits fournis suivant l'Accord seront considérés comme un supplément de la production nationale guinéenne pendant une période de transition vers un niveau plus élevé d'auto-suffisance alimentaire.

II. Rapports

A. Dans le but que les deux parties soient informées de l'état du programme et dans le but de mettre en oeuvre les dispositions de l'Accord, le Gouvernment de la République de Guinée reconnaît devoir soumettre à l'AID les rapports suivants, en tenant compte de la date d'échéance indiquée pour chaque rapport:

Calendrier des Rapports

Date d'échéance	Rapport
15 janvier	Rapport de Conformité aux Dispositions de l'Accord pendant la période octobre-décembre
15 avril	Rapport de Conformité pendant la période janvier-mars
15 juillet	Rapport de Conformité pendant la période avril-juin
15 octobre	Rapport de Conformité pendant la période juillett-septembre
ler décembre	Rapport d'Auto-assistance
ler décembre	Rapport sur l'Accumulation et al destination des fonds provenant des ventes
Après chaque déchargement	Rapport d'Expédition et d'Arrivée

B. Reconnaissant ses obligations de remettre dans leur totalité et aux dates fixées, les rapports de conformité, le Gouvernement de la République de Guinée convient de fournix les rapports suivants demandés par l'Ambassade:

(1) Rapport sur l'approvisionnement, la distribution et l'importation de riz
(2) Rapport sur l'Accumulation et la destination des fonds provenant des ventes sous le programme Titre I de la PL 480 (demandé dans le note numero 030)

C. En outre, le Gouvernement de la République de Guinée a reconnu par ses rapports de Déchargement, avoir reçu 11.405 tonnes de mais, 2.868 tonnes de sorgho, et 950 tonnes de mélange mais-soya, sous les programmes 1974–1975 du Titre II de la PL 480, et convient de fournir comme exigé par les documents concernant ces programmes, le Rapport de Distribution et Ventes de ces produits. Ce rapport sera

remis et indiquera (1) les quantités distribuées, (2) les lieux de distribution, (3) le montant des pertes pendant le transport et la manutention, (4) le prix des ventes de produits, et (5) la somme totale de la monnaie locale générée par les ventes, et constituera la base pour le dépôt des recettes dans le compte spécial décrit dans les documents du Titre II et dans le paragraphe 3 de la section III ci-dessous.

III. Utilisation des Recettes en Monnaie Locale: Besoins en Matière d'Auto-Assistance

A. En ce qui concerne l'accumulation et la destination des Fonds provenant de la vente des produits fournis sous le Titre I, le Gouvernement de la République de Guinée prend note dans l'article II (F) de l'Accord des exigences pour une comptabilité de la destination des fonds provenant de l'Accord et convient de fournir avant le 1ers décembre 1976 un rapport qui indique (1) les projets auxquels ces recettes ont été consacrées, (2) l'endroit où ces projets se dérouleront, (3) le secteur budgétaire dans le Plan National de Développement de Guinée qui couvce ces projets, et (4) la somme affectée.

B. Le Gouvernement de la République de Guinée s'engage à destiner les fonds provenant de l'Accord aux buts soulignés dans la Partie II Points V et VI de l'Accord intitulés "Mesures d'Auto-assistance", et pour les secteurs budgétaires se rapportant à ces buts, spécialement le développement des systèmes de distribution alimentaire et la vulgarisation de meilleures méthodes agricoles et opportunités de commercialisation pour les petits cultivateurs.

C. Le Gouvernement de la République de Guinée convient en plus de remettre à l'Ambassade des Etats-Unis à Conakry des propositions pour la destination des fonds générés par les Accords de Ventes de Produits Agricoles signés le 18 octobre 1967; le 3 février 1969; le 6 mai 1970; le 8 août 1970; le 12 mars 1971; le 17 juin 1971 (et l'amendement du 15 et 23 mai 1972); le 15 mars 1973 (et l'amendement du 30 mars et 11 avril 1973); le 8 mai 1974 (et l'amendement du 24 mai 1974, du 13 et 14 juin 1974), le 8 mai 1975; et le 21 avril 1976; et les fonds générés par les ventes de produits fournis par les programmes Titre II sous la PL 480 des années fiscales amèricaines 1974 et 1975. Les propositions de destinations de ces fonds auront en vue des projets visant à promouvoir le développement économique, surtout dans le secteur agricole, en particulier dans les régions affectées par la sécheresse; et à atteindre les buts décrits dans les sections sur les Mesures d'Auto-assistance des accords ci-dessus mentionnés.

D. Le Gouvernement de la République de Guinée convient aussi qu'il versera dans un compte spécial à la Banque Guinéenne du Commerce Extérieur les fonds provenant des ventes des produits fournis par les Etats-Unis, à travers les programmes Titre II, sous la PL 480, des années fiscales américaines 1974 et 1975, comme stipulé dans les documents officiels couvrant ces programmes. Les deux Gouvernements conviennent que ces fonds soient destinés d'abord à payer les frais de transport et de manutention contractés lors de

la distribution des produits et deuxièmement à des projets de développement afin d'aider le relèvement des régions affectées par la sécheresse.

IV. Paiements

A. En reconnaissant les engagements du Gouvernement des Etats-Unis d'Amérique pendant la période 1967–1976, de fournir au Gouvernement de la République de Guinée des produits agricoles qui ont atteint la somme de $44,1 millions, le Gouvernement de la République de Guinée prend note des dispositions sur le crédit des accords du 18 octobre 1967; du 3 février 1969; du 6 mai 1970; du 8 août 1970; du 12 mars 1971; du 17 juin 1971 (et l'amendement du 15 et 23 mai 1972); du 15 mars 1973 (et l'amendement du 30 mars et 11 avril 1973); du 8 ma' 1974 (et l'amendement du 24 mai 1974, du 13 et 14 juin 1974); du 8 mai 1975; et du 21 avril 1976, et convient que les paiements contractés sous ces programmes de ventes concessionnaires seront faits en entier à la date fixée.

B. Le Gouvernement de la République de Guinée prend connaissance de la note diplomatique no. 27 du 19 mars 1976 concernant les paiements dûs aux agences du Gouvernement des Etats-Unis au cours de l'année civile 1976. Le Gouvernement de la République de Guinée s'engage à effectuer ces paiements en entier, suivant le calendrier de paiements transmis par la note no. 27. Les deux parties reconnaissent les avantages important qui reviendront aux parties concernées si le programme se déroule suivant les dispositions de l'Accord, et font remarquer qu'il n'est pas désirable de subir des frais supplémentaires à cause de paiements en retard ou inpomplets

V. Dispositions de l'Accord

A. Modalités Financières

1. Comme établi dans la Partie II, Point II de l'Accord, le financement du programme requérira des modalités de crédit pendant 30 ans en monnaie locale convertible, y compris le période initiale de 6 ans, avec avec des taux d'intérêt de deux pour cent pendant la période initiale et de trois pour cent aprés.

2. LeGouvernement de la République de Guinée convient d'effectuer le paiement initial spécifié dans la Partie II de l'Accord. Ce paiement qui équivaudra au cinq pour cent du prix d'achat, devra être fait en dollars des Etats-Unis suivant l'autorisation d'achat afférente.

B. Identification

1. En considérant les efforts du Gouvernement des Etats-Unis d'Amérique pour assister le Gouvernement de la République de Guinée en lui fournissant les produits alimentaires suivant des bases concessionnaires; en reconnaissant que cette assistance s'est maintenue pendant 14 années en fournissant $65,3 millions de ventes concessionnaires de produits agricoles; désirant promouvoir l'amitié entre

le peuple des Etats-Unis d'Amérique et le peuple de la République de Guinée; en se référant à l'Accord ici considéré; et en tenant compte de la Partie I Article III Point I de l'Accord,

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République de Guinée conviennent d'entreprendre un programme d'identification et de publicité de l'Accord qui comprend ce qui suit:

(a) Après la signature de l'Accord, les deux parties publieront un communiqué conjoint détaillant la signature de l'Accord en indiquant les quantités de produits fournis sous l'Accord présent et l'Accord signé le 21 avril 1976.

(b) Le texte du communiqué sera lu à la radio nationale de la République de Guinée, la Voix de la Révolution, dans un délai maximum de vingt-quatre heures après la signature de l'Accord.

(c) Le texte du communiqué sera publié dans HOROYA, l'Organe Central du Parti-Etat de Guinée, dans un délai maximum de deux semaines après la signature de l'Accord.

(d) Le texte du communiqué sera publié dans le bulletin de l'Ambassade des Etats-Unis d'Amérique à Conakry.

(e) En lançant les appels d'offre pour fournir les produits financés sous l'Accord, le Gouvernement de la République de Guinée exigera qu'il soit marqué sur les produits qu'ils sont fournis sur des bases concessionnaires au peuple de Guinée par le peuple des Etats-Unis d'Amérique. En outre, le Gouvernement de Guinée, dans la mesure du possible, assurera qu'une telle identification sera faite aux points de vente des produits.

C. Afin d'exécuter plainement des points a, b, c, d, et e ci-dessus, le Governement de la République de Guinée convient de rendre compte périodiquement des mesures prises pour mettre en oeuvre l'identification de l'Accord. Ces rapports feront partie des Etats Progressifs Trimestriels (Partie II, (A) du Mémorandum d'Entente) et détailleront les mesures prises par le Gouvernement de Guinée pour indiquer que les produits fournis sous l'Accord sont fournis au peuple de Guinée par le peuple des Etats-Unis d'Amérique.

D. Obligations Relatives Au Marche Habituel (ORMH)

1. Le Gouvernement de la République de Guinée note dans la Partie II Point III de l'Accord la stipulation pour les Obligations Relatives au Marché Habituel suivantes:

Riz 5.000 TM

2. L'Obligation Relative au Marché Habituel pour ce produit représente la moyenne des importations commerciales de la République de Guinée pendant les cinq dernières années. L'ORMH satisfait la Section 103(c) de la PL 480 qui exige qu'en négociant les accords du Titre I de la PL 480, le Président des Etats-Unis d'Amérique prenne des précautions raiconnables pour sauvegarder les marchés habituels des Etats-Unis et pour assurer que les ventes du Titre I ne brisent

pas à tort les prix mondiaux des produits agricoles ou les normes de commerce avec les pays amis.

Par conséquent, le Gouvernement des Etats-Unis d'Amérique désire souligner, et le Gouvernement de la République de Guinée reconnaît ce qui suit:

(a) L'ORMH pour ce produit est présumée être la quantité minimum qui serait importée à travers les cannaux normaux de commercialisation, dans l'absence de l'accord des ventes sous le Titre I, et par conséquent doit être importée commercialement, même si l'attribution totale sous le Titre I n'est pas utilisée.

(b) Les achats répondant aux ORMH doivent être financées par le Gouvernement de la République de Guinée avec ses propres ressources (sans inclure le financement de l'AID). Les importations de l'URSS, la République Populaire de Chine, l'Europe de l'Est (sauf la Pologne et la Yougoslavia), Cuba, le Vietnam, et la Corée du Nord, les produits importés sous la PL 480, ou les subventions reçues des Etats-Unis ou d'autres sources ne peuvent satisfaire les ORMH.

(c) Si le Gouvernement des Etats-Unis autorise et finance la livraison des produits du Titre I au delà de la période d'approvisionnement spécifiée dans la Partie II de l'accord, le pays importateur sera tenu suivant l'Article III A (1) de l'Accord de maintenir les mêmes ORMH pour la période subséquente comparable. Si une obligation différente de celle établie dans l'Accord est jugée appropriée, l'Accord sera amendé.

3. Suivant les Obligations Relatives au Marché Habituel, le Gouvernement des Etats-Unis d'Amérique désire informer le Gouvernement de la République de Guinée que le crédit commercial à court-terme (6 à 36 mois) est disponible à travers le programme de crédit pour la vente d'exportation du Commodity Credit Corporation (CCC), pour les acheteurs étrangers de produits agricoles américains. Cette source de financement peut être utilisée pour acheter les Obligations Relatives au Marché Habituel. Le crédit est ouvert d'abord par le Service Agricole Etranger du Département d'Agriculture des Etats-Unis (USDA), aux exportateurs américains pour les aider à commercialiser un plus grand volume de ventes de ce qu'ils pourraient faire autrement avec un financement privé habituel. Une lettre de crédit est ouverte en faveur du crédit CCC et après l'expédition du produit l'exportateur américain vend la dette active au Trésorier du CCC. Par ces procédures, l'avantage du paiement différé et les obligations du crédit sont transférés à l'acheteur étranger.

Le financement est limité à la valeur totale de l'exportation du produit (FOB ou FAS) et les paiements, qui commencent 12 mois après la date du connaissement de chargement, s'effectueront par des annualités égales du principal et de l'intérêt accumulé. Si la période de crédit est inférieure à une année, le total est dê et payable à la fin de la période de crédit. Le document principal de l'assurance pour le

crédit du CCC est la lettre irrévocable de crédit d'une banque agréee étrangère ou des Etats-Unis. Une lettre de crédit d'une banque étrangère, ouverte en faveur du Trésorier du CCC doit être confirmée pour au moins 10 pour cent de sa valeur par une banque américaine.

Les taux d'intérêts fixés pour le financement du CCC sont périodiquement mis à jour pour refléter le rapport correct avec le taux des banques américaines, le prix de l'argent au CCC, et les taux de crédit offerts par des fournisseurs étrangers en concurrence. Le Départment d'Agriculture publie mensuellement des communiqués de presse indiquant les taux d'intérêt actuels et la liste des produits admissibles pour le financement à court terme.

Comme le programme de crédit pour les ventes d'exportation du CCC facilite les besions d'échanges commerciaux et vise seulement à étendre les exportations des produits, les exigences pour le transport de la législation de préférence pour les armateurs américains (PL 664) ne s'appliquent pas aux exportations qui en découlent. Les acheteurs étrangers sont libres de choisir les transporteurs maritimes.

E. Prix et Valeurs

1. La valeur sur le marché d'exportation du produit mentionné dans la Partie II de l'Accord représentent la somme totale pour laquelle les autorisations d'achat peuvent être délivrées et comprennent le paiement initial. La quantité du produit indiqué dans la Partie II de l'Accord est une approximation faite suivant les estimations actuelles des prix du marché d'exportation. Il est entendu que des changements dans les prix du marché peuvent avoir lieu après le début des négociations et peuvent entrainer une augmentation ou une diminution dans la quantité du produit qui peut être acquis avec les sommes en dollars sous négociation.

2. En tenant compte des limitations de l'année fiscale actuelle pour les disponibilités financières de la PL 480 et les produits en général, le Gouvernement des Etats-Unis d'Amérique désire attirer l'attention du Gouvernement de la République de Guinée sur l'Article I (e) de la Partie I de l'Accord qui stipule que la valeur sur le marché d'exportation spécifiée dans la Partie II ne peut être dépassée. Ceci veut dire que, si les prix des produits s'élèvent au delà de ceux qui ent été employés pour déterminer les quantités et les valeurs our le marché qui sont indiquées dans la Partie II de l'Accord, la quantité à financer aux termes de l'Accord sera inférieure à la quantité maximum appropriée stipulée à la Partie II. Cependant, si les prix des produits diminuent, les quantités des produits à être financées seront limitées à celles spécifiées dans la Partie II. De la meme façon, si des problèmes d'approvisionnement et des limitations sur les dépenses de la PL 480 surgissent au cours de l'année fiscale 1976, il peut s'avérer nécessaire de retenir des livraisons pendant le période d'approvisionnement, De telles actions peuvent être engagées suivant la Partie I Article III de l'Accord, qui relate les dispositions habituelles comprises dans tout Accord afin de se conformer aux exigences du règlement. Bien qu'une

telle action ne semble pas probable, le Gouvernement de la République de Guinée reconnaît cette disposition dans le cas ou le Gouvernement des Etats-Unis ne soit pas en mesure d'employer les sommes totales prévues dans l'Accord de ventes. Dans tous les cas, les produits sont achetés aux fournisseurs privés américains et les prix véritables seront convenus entre les acheteurs et les vendeurs (sous réserve d'une vérification du prix par USDA).

F. Exportations

1. Les produits fournis sous l'Accord ont comme but d'aider la République de Guineé à remplir ses exigences alimentaires et non dans le but de permettre une augmentation des exportations des mêmes produits ou des produits semblables comme définis par l'Accord. Toute exportation de produits semblables ou identiques, d'origine locale ou étrangère, suivant ces termes, ne sera pas permise à moins qu'elle soit spécialement accordée par les Etats-Unis. Ceci est spécialement stipulé dans la Partie I, Article III A (4) et la Partie II Point IV de l'Accord.

G. Violations

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République de Guinée remarquent qu'un manque de conformité avec les dispositions de la Partie I Article III (A) de l'Accord, ou le manque de conformité avec toute autre exigence de l'Accord pourrait entraîner la rétention des autorisations d'achat et serait pris en considération dans l'examination de nouveaux accords sous la PL 480 à moins qu'on ne porte remède à la situation. Si la violation se rapporte à des exportations interdites, le remède peut être un paiement en dollars au Gouvernement des Etats-Unis pour la valeur totale de la violation, ou l'achat et l'importation commerciale des Etats-Unis en utilisant les propres resources du pays importateur d'une quantité équivalente à cet excédant d'exportation. Ces importations supplémentaires ne seront pas comprises dans les ORMH.

H. Autorisations d'Achat

1. Le Gouvernement de la République de Guinée prend note que les Autorisations d'Achat émises sous l'Accord incluront des exigences pour que les appels d'offre pour les produits et l'affrêtement soient soumis au "Foreign Agricultural Service, United States Department of Agriculture, Washington" pour être relues et approuvées avant d'être délivrées aux offrants s'y intéressant. Le but principal de cette exigence est de permettre à l'USDA d'assurer que les appels n'incluent pas de termes ou conditions qui contrarient les termes de l'Autorisation d'Achat et les règlements financiers de la PL 480. Une vérification préalable des appels donnera aux spécialistes de l'USDA l'opportunité de fournir un conseil et une assistance pour assurer un calendrier raisonnable pour la livraison des produits, afin de permettre un maxi-

mum de flexibilité pour harmoniser les contrats pour les produits et leur livraison.

2. Pour le riz, toutes les offres doivent être solicitées par appel d'offres aux Etats-Unis. L'ouverture publique des offres et l'attribution seront faites sur la base du prix bateau FAS ou FOB le plus bas pour le riz, par rapport aux termes de l'offre. Pour le frêt, les offres doivent également être appelées aux Etats-Unis, avec ouverture publique d'offres, l'affrêteur gardant néanmoins le droit de négocier.

VI. Considérations Générales

A. Avant la signature de l'Accord, le Gouvernement de la République de Guinée a informé l'Ambassade des Etats-Unis d'Amérique à Conakry des personnes ou agences du Gouvernement de la République de Guinée avec qui les représentants du Gouvernement des Etats-Unis peuvent s'entretenir des points suivants dont ils seront chargés:

1) Les renseignements de l'arrivée et le déchargement des produits.
2) Marquage et identification des produits.
3) La publicité des arrivées.
4) Les garanties de non reventes et non transbordement.
5) La conformité aux Obligations Relatives au Marché Habituel et aux limitations d'exportations.
6) L'accumulation et al destination de fonds provenant des ventes suivant le crédit en monnaie locale convertible.
7) L'accomplissement des mesures d'auto-assistance.
8) La concordance des comptes, y compris les paiements du principal et de l'intérêt.

B. Le Gouvernement des Etats-Unis d'Amérique informe le Gouvernement de la République de Guinée qu'il sera nécessaire de désigner une personne, ou plus, aux Etats-Unis pour consulter les représentants du Gouvernement des Etats-Unis au sujet des réglements et procédures qui s'appliquent à l'achat, au financement, aux informations, et au transport maritime, ceci à cause des difficultés qui peuvent surgir pendant l'exécution de toutes les dispositions de l'Accord. Ces consultations doivent être achevées avant l'émission de toute autorisation d'achat. Une personne désignée aux Etats-Unis devrait être autorisée à signer tous les documents puor la mise en oeuvre de l'Accord.

C. En outre, le Gouvernement des Etats-Unis informe le Gouvernment de la République de Guinée que s'il contracte les services d'un individu ou une firme en tant que son agent, pour effectuer l'achat des produits et (ou) le transport maritime, cet agent doit être approuvé par le Département d'Agriculture des Etats-Unis. Une copie de l'Accord écrit entre le Gouvernement de Guinée et l'agent des Etats-Unis doit être soumise à l'USDA pour son approbation. Cette approbation doit être obtenue avant l'émission des Autorisations d'Achat concernées.

VII. Livraison

A. En tenant compte de la responsabilité de l'Ambassade des Etats-Unis à Conakry, agissant pour le Gouvernement des Etats-Unis d'Amérique, en vue de la mise en oeuvre de l'Accord, le Gouvernement de la République de Guinée convient d'assurer l'accès au port de Conakry pendant la durée de la livraison des produits sous l'Accord, au personnel de l'Ambassade chargé de la responsabilité opérationnelle pour l'Accord (y compris l'Attaché Economique et Commercial, le Consul, et le représentant de l'AID).

B. Le Gouvernement de la République de Guinée reconnaêt le besoin d'un déchargement expéditif des produits fournis sous l'Accord et á cette fin, comme stipulé au point VI (B) ci-dessus, formulera un calendrier de livraison pour tirer le profit le plus avantageux de l'utilisation du port, du transport, et de l'emmagasinage. Le déchargement devra être effectué aussi vite que possible et si les conditions climatiques le permettent, en travaillant 24 heures sur 24. En outre, une attention spéciale sera portée sur les déchargements afin d'assurer leur intégrité contre toute perte.

VIII. Conclusion

Ce Mémorandum d'Entente entrera en vigueur après la signature de l'Accord entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République de Guinée en Vue de la Vente de Produits Agricolee. Signé le 22 septembre 1976, à Conakry, République de Guinée.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

WILLIAM C HARROP

S.E.M. William C. Harrop
Ambassadeur des Etats-Unis d'Amérique

POUR LE GOUVERNEMENT DE LA REPUBLIQUE GUINEE

MOUSSA DIAKITE

S.E.M. Moussa Diakite
Président, Comité d'Etat de Coopération avec des Pays d'Amérique et les Organismes Internationaux
[SEAL]

MULTILATERAL

Telegraph and Telephone Regulations, with Appendices and Final Protocol

Done at Geneva April 11, 1973;
Ratification advised by the Senate of the United States of America, subject to declarations, January 22, 1976;
Ratified by the President of the United States of America, subject to said declarations, March 23, 1976;
Ratification of the United States of America deposited with the Secretary-General of the International Telecommunication Union, April 21, 1976;
Proclaimed by the President of the United States of America, March 16, 1977;
Entered into force with respect to the United States of America, April 21, 1976.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Telegraph Regulations and the Telephone Regulations along with the appendices thereto and a Final Protocol to those Regulations were done at Geneva on April 11, 1973, certified texts of which are hereto annexed;

The Senate of the United States of America by its resolution of January 22, 1976, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Regulations along with appendices thereto and the Final Protocol subject to the declarations set forth in the Final Protocol as follows:

I

TELEGRAPH REGULATIONS

FOR THE UNITED STATES OF AMERICA

1. The United States of America formally declares that the United States of America does not, by signature of the Telegraph Regulations (Geneva Revision, 1973) on its behalf, or by ratification thereof,

accept any obligation in respect of the application of any provision of the Regulations to service within the United States with respect to telegraph service between the United States, on the one hand, and Canada, Mexico, and Saint-Pierre and Miquelon Islands, on the other hand, and to the rates applicable to such service.

2. The United States of America formally declares that the United States of America does not accept any obligation in respect of the application of any provision of the Telegraph Regulations (Geneva Revision, 1973) to service over telecommunication channels other than those open to public correspondence.

II

Telephone Regulations

For the United States of America

1. The United States of America formally declares that the United States of America does not, by signature of the Telephone Regulations (Geneva Revision, 1973) on its behalf, or by ratification thereof, accept any obligation in respect of the application of any provision of the Regulations to service within the United States with respect to telephone service between the United States, on the one hand, and Canada, Mexico, and Saint-Pierre and Miquelon Islands, on the other hand, and to the rates applicable to such service.

2. The United States of America formally declares that the United States of America does not accept any obligation in respect of the application of any provision of the Telephone Regulations (Geneva Revision, 1973) to service over telecommunication channels other than those open to public correspondence.

The President of the United States of America on March 23, 1976, ratified the Regulations along with the appendices thereto and the Final Protocol, subject to the said declarations, in pursuance of the advice and consent of the Senate, and the United States of America deposited its instrument of ratification with the Secretary-General of the International Telecommunication Union on April 21, 1976;

The Regulations along with the appendices thereto and the Final Protocol subject to the said declarations, entered into force for the United States of America on April 21, 1976;

Now, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the Regulations along with the appendices thereto and the Final Protocol subject to the said declarations, to the end that they shall be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

IN TESTIMONY WHEREOF, I have signed this proclamation and caused the Seal of the United States of America to be affixed.

DONE at the city of Washington this sixteenth day of March in the year of our Lord one thousand nine hundred seventy-seven and of the Independence of the United States of America the two hundred first.

[SEAL]

JIMMY CARTER

By the President:
CYRUS VANCE
Secretary of State

FINAL ACTS
OF THE
WORLD ADMINISTRATIVE
TELEGRAPH AND
TELEPHONE CONFERENCE
(GENEVA, 1973)

TIAS 8586

Note by the I.T.U. General Secretariat

The detailed provisions concerning the operation of the international public telegram service, hitherto contained in the Telegraph Regulations, will now be incorporated in the Instructions for the Operation of the International Public Telegram Service.

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Telegraph Regulations

Article 1

Purpose of the Telegraph Regulations

1 1.(1) The Telegraph Regulations lay down the general principles to be observed in the international telegraph service.

(2) In implementing the principles of the Regulations, Administrations*) should comply with the C.C.I.T.T. Recommendations, including any Instructions forming part of those Recommendations, on any matters not covered by the Regulations.

2 2. These Regulations shall apply regardless of the means of transmission used, so far as the Radio Regulations [1] and the Additional Radio Regulations [2] do not provide otherwise.

*) or recognized private operating agency(ies)

[1] TIAS 4893, 5603, 6332, 6590, 7435; 12 UST 2377; 15 UST 887; 18 UST 2091; 19 UST 6717; 23 UST 1527.

[2] Not printed herein.

[Numbered footnotes added by the Department of State.]

Article 2

Definitions

International Route

An international route comprises the circuits to be used for telecommunication traffic between two international terminal exchanges or offices.

International Public Telegram Service

The service which provides for the exchange of various classes of international telegrams.

International Telegraph Service

Denotes the generality of the various kinds of international telegraph-type services therein comprised, including the telegram and radiotelegram services, the phototelegraph service, the telex service, the data transmission service, the scheduled radiocommunication service and the leased telegraph circuit service.

Ordinary Private Telegrams

Ordinary private telegrams are obligatory private telegrams other than safety of life telegrams, meteorological telegrams and telegrams concerning persons protected in time of war by the Geneva Conventions of 12 August 1949. [1]

Accounting Rate

The accounting rate is the rate agreed between Administrations*) in a given relation which is used for the establishment of international accounts.

*) or recognized private operating agency(ies)

[1] TIAS 3362, 3363, 3364, 3365; 6 UST 3114, 3217, 3316, 3516. [Footnote added by the Department of State.]

Collection Charge

The collection charge is the charge established and collected by Administrations*) from its customers for the use of the international telecommunication service.

Instructions

Instructions consist of a Recommendation (or a group of Recommendations) prepared by the C.C.I.T.T. and dealing with practical procedure for operation and rate-fixing, which may be published in the form of a separate manual and made available to Administrations and recognized private operating agencies for use by their operational services.

Article 3

International system

3 1. The circuits and installations provided for the international telegraph service shall be sufficient to meet all requirements of the service.

4 2. Administrations*) shall cooperate in the establishment, operation and maintenance of the circuits and installations used for the international telegraph service to ensure the best possible quality of service.

Article 4

Services offered to users

5 1.(1) The following classes of telegrams shall be obligatory in the international public telegram service:

1. Telegrams relating to the safety of life.
2. Government telegrams and telegrams relative to the application of the United Nations Charter. [1]

*) or recognized private operating agency(ies)

[1] TS 993; 59 Stat. 1031. [Footnote added by the Department of State.]

3. Meteorological telegrams.
4. Telegrams concerning persons protected in time of war by the Geneva Conventions of 12 August 1949.
5. Ordinary private telegrams.
6. Telegraph service correspondence.

(2) Provisions concerning these classes of telegrams are contained in the Annex.

6 2. Administrations*) have the option of accepting other telegrams and telegrams with special services referred to in C.C.I.T.T. Recommendations.

7 3. Administrations*) which do not accept telegrams and/or telegrams with special services referred to in 6 in their own services must admit them in transit except in case of suspension of service provided for in Article 33 of the Convention (Montreux, 1965). [1]

8 4. Administrations*) may, subject to the applicable national law, provide telex, phototelegraph, data transmission and/or other telegraph services and may place international circuits at the exclusive disposal of users in those relations where circuits remain available after the needs of the public telecommunication services have been satisfied.

9 5. Administrations*) may come to bilateral and regional agreements with a view to improving services available to the users, provided that such agreements are not in conflict with Article 10 of these Regulations.

*) or recognized private operating agency(ies)

[1] TIAS 6267; 18 UST 619. [Footnote added by the Department of State.]

Article 5

General operating provisions for telegrams

10 1. The original telegram must be written in characters which are used in the country of origin and which have an equivalent in the table of telegraph signals given in C.C.I.T.T. Recommendations.

11 2. Each telegram must have an address containing all particulars necessary to ensure delivery of the telegram to the addressee without enquiries or requests for information.

12 3. Each telegram must contain a text and may contain a signature. The text and the signature may be expressed in plain language or in secret language. These languages may be used together in the same telegram.

13 4. All Administrations*) shall accept, in all their relations, telegrams in plain language. They may refuse to admit, in both acceptance and in delivery, private telegrams wholly or partly in secret language, but they must allow these telegrams to pass in transit, except in the case of suspension defined in Article 33 of the Convention (Montreux, 1965).

14 5. The sender of a telegram in secret language must produce the code from which the text or part of the text or the signature of the telegram is compiled if the office of origin or the Administration to which this office belongs asks him for it. This provision shall not apply to Government telegrams and service telegrams, both of which may be expressed in secret language in all relations.

15 6. Everything that the sender asks to have transmitted shall be chargeable, with the exception of the route indication and the name of the code used for the wording of a secret language telegram, when this information is required by the country of origin or by the country of destination.

*) or recognized private operating agency(ies)

16 7. Telegrams shall be delivered according to their address, by any means available, either to a private house, office, business house, etc., of the addressee, or to the place where he is living or staying temporarily (hotel, etc.) or telegraph restant, or poste restante or to a post office box.

17 8. Telegrams may be delivered either to the addressee, to an adult member of his family, to any person in his service, to his lodgers or guests, or to the receptionist or porter at the hotel or house, unless the addressee has designated in writing a special representative.

18 9. When a telegram cannot be delivered to the addressee, the telegraph office of destination shall send, with minimum delay, a service advice (see Annex, paragraph 6.2) to the office of origin, stating the cause of the non-delivery.

19 10.(1) Subject to the application of the provisions of Articles 39 and 49 of the Convention (Montreux, 1965). Administrations and recognized private operating agencies shall take the necessary steps to secure a special priority for telegrams relative to the application of the provisions of Chapters VI, VII and VIII of the United Nations Charter, exchanged in an emergency, between the following persons:

- the President of the Security Council,
- the President of the General Assembly,
- the Secretary-General of the United Nations,
- the Chairman of the Military Staff Committee,
- the Chairman of a regional sub-committee of the Military Staff Committee,
- a representative to the Security Council or to the General Assembly,
- a member of the Military Staff Committee,
- the Chairman or the Principal Secretary of a committee set up by the Security Council or the General Assembly,

- a person performing a mission on behalf of the United Nations,
- a head of State,
- a minister member of a Government,
- the administrative head of a trust territory designated as a strategic area.

(2) Telegrams mentioned in (1) above but which do not fall under the class of government telegrams shall be regarded as government telegrams.

Article 6

Stoppage of telegrams

20 1. The right to stop transmission of certain private telegrams as provided for in Article 32 of the Convention (Montreux, 1965), shall be exercised by the terminal or transit telegraph offices subject to reference to the appropriate authority which shall decide without appeal.

21 2. Safety of life telegrams, government telegrams and service telegrams shall be entitled to transmission as of right. Telegraph offices shall exercise no control over such telegrams.

22 3. Administrations*) shall undertake to stop, at their respective offices, the acceptance, transmission and delivery of telegrams addressed to telegraphic reforwarding agencies and other organizations set up to forward telegrams on behalf of third parties so as to evade full payment of the charges due for the complete route. The office stopping the telegram shall at once inform the office of origin.

*) or recognized private operating agency(ies)

Article 7

Archives

23 1. The original or facsimile copies of telegrams and the relevant documents relating to handing in, transmission (if practicable) and delivery which are required to be retained by the Administrations*) shall be preserved with all precautions necessary to ensure secrecy, until the accounts relative thereto are settled and, in any case, for at least six months counted from the month after that in which the telegram was handed in. Administrations*) may preserve the information by any other means, e.g. magnetic or electronic records.

24 2. However, should an Administration*) deem it desirable to destroy such documents before the above-mentioned period, and hence is not in a position to carry out an enquiry in respect of the services for which it is responsible. such Administration*) shall bear all the consequences both as regards refund of charges and any difference in international accounts which might otherwise have been observed.

25 3. Subject to the exceptions contemplated in Article 35, paragraph 2, of the Convention (Montreux, 1965), originals or copies of telegrams may be shown only to the sender or the addressee, after verification of his identity, or to the authorized representative of one of them.

Article 8

Accounting rates for telegrams

26 1. The Administrations*) shall fix their terminal and transit rates for telegrams taking into account the Recommendations of the C.C.I.T.T. and the cost. The terminal rates fixed by an Administration*) for a relation with another country shall be the same regardless of the route used.

*) or recognized private operating agency(ies)

27 2. The overall accounting rates shall be made up of the sum of:

28 a) the terminal rates of the countries of origin and destination;

29 b) the transit rates of intermediate Administrations*) whose territory, installations or circuits are used for the transmission of telegrams;

30 c) where the case arises, the rates for any connecting circuits provided by radio, by submarine cable or by any other means.

31 3. The overall accounting rate to be applied between two countries should, in principle, be that which, by addition of the rates above, gives the lowest sum.

32 4. Administrations*) may, by agreement, fix the overall accounting rate applicable in a given relation and may divide that rate into terminal shares payable to the Administrations*) of the terminal countries and, where appropriate, into transit shares payable to the Administrations*) of the transit countries.

33 5. The overall accounting rate shall exclude any fiscal tax or duty. Any country which for its own benefit levies a fiscal tax on international telegrams shall collect this tax in addition to the charges and only from senders of telegrams deposited in its territory.

Article 9

Collection charges for telegrams

34 Each Administration*) shall, subject to the applicable national law, fix the charges to be collected from its customers; in fixing these charges Administrations*) should make every effort to avoid too great a dissymetry between the charges applicable in each direction of the same relation.

*) or recognized private operating agency(ies)

Article 10

Prohibition of rebates for telegrams

35 Members and Associate Members of the Union undertake to prohibit the granting, in any form whatsoever, of rebates on the rates appearing in the official tariff lists of Administrations*), and reserve the right to take action against recognized private operating agencies, which either directly or through the medium of their agents or sub-agents, grant to senders or addressees, in any way whatsoever (for example, per word, per telegram. by the addition of words through paid service advices, by means of discounts, etc.) rebates having the effect of reducing the above-mentioned rates. Such action may involve the suspension of service with these private operating agencies.

Article 11

Accounting[1])

36 1. Unless otherwise agreed upon, the Administration*) responsible for collecting the charges shall establish a monthly account showing all the amounts due and send it to the Administrations*) concerned.

37 2. The accounts shall be sent as promptly as possible but in any case before the end of the third month following that to which they relate.

38 3. In principle, an account shall be considered as accepted without the need for specific notification of acceptance to the Administration*) which sent it.

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[1]) See also Appendix 1

*) or recognized private operating agency(ies)

39 4. However, any Administration*) shall have the right to question the contents of an account for a period of two months after the receipt of the account but only to the extent necessary to bring the differences within mutually agreed limits.

40 5. The payment of the balance due on an account shall not be delayed pending settlement of any query on that account. Adjustments which are later agreed shall be included in a subsequent account.

41 6. In relations where specific agreements do not exist, a quarterly settlement statement showing the balances from the monthly accounts for the period to which it relates shall be prepared as quickly as possible by the creditor Administration*) and be sent in duplicate to the debtor Administration*) which, after verification, shall return one of the copies endorsed with its acceptance.

42 7. Payments shall be effected as promptly as possible but in no case later than six weeks after the day on which the quarterly settlement statement is received by the debtor Administration*). Beyond this period the creditor Administration*) shall have the right to charge interest at the rate of 6 per cent per annum, reckoned from the day following the date of expiration of the said period.

Article 12

Reimbursements of telegram charges

43 On request or following a complaint regarding the performance of the service, reimbursement shall be made to the person who made the payment, taking into account the Recommendations of the C.C.I.T.T. All claims for a refund must be presented within four months from the date on which the telegram was handed in.

*) or recognized private operating agency(ies)

FINAL PROVISIONS

Article 13

Completion of the Regulations

44 1. These Regulations may, in pursuance of Resolution 37 of the Plenipotentiary Conference (Montreux, 1965), be completed by a further Appendix, which shall form an integral part of these Regulations, containing:

- such provisions as the 1974 Maritime World Administrative Radio Conference may deem necessary to incorporate in these Regulations;

- such provisions of the Radio Regulations and Additional Radio Regulations (1971 Revision), as the said Conference may see fit to transfer;

- any amendment to these provisions or any new provisions of the Radio Regulations or of the Additional Radio Regulations which may be adopted by the 1974 Maritime World Administrative Radio Conference.

45 2. However, no provision so transferred by the Maritime World Administrative Radio Conference and embodied in the Appendix referred to in 44 shall in any way be construed to amend or alter any provisions contained in these Regulations and, in the event of any conflict, these Regulations shall overrule such provision.

Article 14

Annex and Appendices

46 The Telegraph Regulations are completed by the Annex and Appendices 1 and 2, which form an integral part of these Regulations.

Article 15

Entry into force of the Regulations

47 1. These Regulations shall enter into force on 1 September 1974, with the exception of the Appendix, if any, referred to in 44 which shall enter into force on such a date as the 1974 Maritime World Administrative Radio Conference shall determine.

48 2. In signing these Regulations, the respective delegates declare that if an Administration makes reservations with regard to the application of one or more of the provisions thereof, other Administrations shall be free to disregard the said provision or provisions in their relations with the Administration which has made such reservations. [1]

IN WITNESS WHEREOF the respective delegates have signed these Regulations in a single copy which, together with the Appendix referred to in 44 shall remain deposited in the archives of the International Telecommunication Union, which shall forward a certified copy to each of the signatory countries.

Done at Geneva, 11 April 1973.

[1] Reservations and declarations made by certain signatories are contained in the final protocol, pp. 3369–3376. [Footnote added by the Department of State.]

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APPENDIX 1

Payment of Balances of Accounts

In the absence of special arrangements between Administrations and/or recognized private operating agencies, the currencies used for the payment of balances of international telecommunication accounts — which pursuant to the International Telecommunication Convention (Montreux, 1965) are required to be drawn up in gold francs — and the methods of conversion into such currencies shall be as follows:

1. The payment of balances of international telecommunication accounts shall be made in the currency selected by the creditor after consultation with the debtor. If there is disagreement the choice of the creditor shall prevail in all cases subject to the provisions in 6.1. If the creditor does not specify a currency the choice shall rest with the debtor.

2. The amount of the payment, as determined hereafter, in the selected currency shall be equivalent in value to the balance of the account.

3. If the balance of the account is expressed in gold francs, the amount of the selected currency which is equivalent in value to that balance shall be determined by the relationship in effect on the day before payment between the value of the gold franc and:

a) the gold par value of the selected currency approved by the International Monetary Fund (hereafter designated as I.M.F.). If, however, a central rate of the selected currency has been established under I.M.F Executive Board decision subsequent to the approval given by the I.M.F to the gold par value, the gold value of that central rate shall be used in determining the equivalent value. (See Note, page 52 [57]):

b) or the gold par value of the selected currency fixed unilaterally by the appropriate Government or official issuing authority (hereafter designated as fixed unilaterally). If, however, a central rate of the selected currency has been established unilaterally subsequent to the unilateral fixing of a gold par value, the gold value of that central rate shall be used in determining the equivalent value. (See Note, page 52 [57]).

3.1 If the selected currency does not have a value of the kind shown in 3, or if the margins recognized by the Articles or Executive Board decisions of the I.M.F. 3 a), or established beforehand by the appropriate Government or issuing authority 3 b) are not being observed, the equivalent value of the selected currency shall be determined by its relationship on the official or generally accepted foreign exchange market, as provided in 6, to another currency with a value of the kind shown in 3.

4. If the balance of the account is expressed in a currency other than gold francs and the selected currency is the same as the currency of the balance of the account, the amount of the selected currency for payment shall be the amount of the balance of the account.

5. If the balance of the account is expressed in a currency other than gold francs and the selected currency for payment is different from the currency in which the balance is expressed, the amount of the selected currency for payment shall be determined by relating the gold value of the currency of the balance of the account to the gold value of the selected currency by reference to their respective values as in 3.

5.1 If either or both of the currencies mentioned in 5 do not have a value of the kind shown in 3, or if the margins recognized by the Articles or Executive Board decisions of the I.M.F or established beforehand by the appropriate Government or issuing authority are not being observed, the equivalent value of one currency to the other shall be determined by their relationship on the official or generally accepted foreign exchange market, as provided in 6.

6. For the purpose of determining the official or generally accepted foreign exchange market equivalent referred to in 3.1 and 5.1, the rate used shall be the closing rate for currency which can be used in the majority of merchandise trade transactions for spot delivery cable transfers in the official or generally accepted foreign exchange market of the main financial centre of the debtor country on the day prior to payment or the most recent rate quoted.

6.1 If a creditor selects a currency with a gold par or central rate fixed unilaterally or a currency the equivalent value of which is to be determined by its relationship to a currency with a gold par or central rate fixed unilaterally, the use of the selected currency must be acceptable to the debtor.

7. The debtor shall transmit, on the date of payment, the amount of the selected currency as computed above by a bank cheque, transfer or any other means, acceptable to the debtor and the creditor. If the creditor expresses no preference, the choice shall fall to the debtor.

8. Provided the periods of payment are observed Administrations or recognized private operating agencies may by mutual agreement settle their balances of various kinds by offsetting credits and debits in their relations with other Administrations and/or recognized private operating agencies. The offsetting may be extended by mutual agreement to debts arising from postal services where both Administrations or recognized private operating agencies operate both postal and telecommunication services.

9. The payment charges imposed in the debtor country (taxes, clearing charges, commission, etc.) shall be borne by the debtor. The charges imposed in the creditor country, including payment charges imposed by banks in intermediate countries, shall be borne by the creditor.

10. If, between the time the remittance (cheque, etc.) is effected and the time the creditor receives it, a variation occurs in the equivalent value of the selected currency calculated as described in 3, 3.1, 5, 5.1 or 6 and if the difference resulting from such variation exceeds 5% of the amount due as calculated following such variation, the total difference shall be shared equally between debtor and creditor.

11. If there should be a radical change in the international monetary system (e.g. a substantial general change in the official price of gold, or if gold ceased to be used generally as a basic reference for currencies) which invalidates or makes inappropriate one or more of the foregoing paragraphs, Administrations and recognized private operating agencies shall be free to adopt, by mutual agreement, different procedures for the payment of balances of accounts, pending a revision of this Appendix.

Note: Where the central rate is in terms of another I.M.F member's currency (hereafter described as such other currency), the amount of the selected currency shall be determined by first relating the gold franc amount to the I.M.F — approved par value of such other currency and then by relating the resulting amount of such other currency to the selected currency for payment. Where such other currency has no I.M.F — approved par value in effect, 6 shall apply.

APPENDIX 2

GENERAL SECRETARIAT
RECIPROCAL COMMUNICATIONS

Relations of Administrations with one another through the medium of the General Secretariat

1. Administrations*) shall notify the General Secretariat, by telegraph, of any suspension of services carried out under Article 33 of the Convention (Montreux, 1965), or other abnormal circumstance affecting the flow of traffic, and also of the return to normal conditions.

2. The Secretary-General shall bring such information to the attention of all other Administrations*) immediately by telegraph.

3. Administrations or recognized private operating agencies who are authorized by Administrations shall notify the General Secretariat of their terminal and transit rates and of any subsequent changes in these rates.

4. Changes in rates shall be notifed sufficiently in advance, if necessary by telegraph, to enable the Secretary-General to inform Administrations*), by means of the Operational Bulletin, within the periods laid down in C.C.I.T.T. Recommendations.

5. Administrations*) shall notify the General Secretariat of the opening of new routes and the closing of existing routes in so far as they concern the international service. The Secretary-General shall publish this information in the Operational Bulletin.

*) or recognized private operating agency(ies)

6. The General Secretariat shall also publish other information and statistics relating to the international services in pursuance of agreements between Administrations and/or recognized private operating agencies and resolutions of competent Administrative Conferences and taking into account the Recommendations of Consultative Committees.

7. Administrations*) shall notify the General Secretariat of any additions, amendments or deletions to the above information and statistics. So far as practicable, amendments to the relevant documents shall be notified in the form required for these documents. Questionnaires will be issued to Administrations*) when the statistics or other information is to be presented in tabulated form.

8. Administrations*) shall reply fully and promptly to requests by the Secretary-General for information to be included in these documents.

*) or recognized private operating agency(ies)

ANNEX

(See Article 4)

1. *Telegrams relating to the safety of life*

1.1 In accordance with the provisions of Article 39 of the Convention (Montreux, 1965) telegrams relating to the safety of life on land, at sea, in the air and in outer space, and exceptionally urgent epidemiological telegrams of the World Health Organization shall have absolute priority over all other telegrams.

1.2 Such telegrams from government agencies or from private persons shall relate to the safety of life in the cases of exceptional emergency being obviously of common interest.

1.3 Telegrams relating to the safety of life sent by the Headquarters of the World Health Organization or by the regional epidemiological centres of that Organization shall be certified as being truly telegrams of exceptional urgency relating to the safety of life.

1.4 The text and signature of telegrams relating to the safety of life handed in at a telegraph office shall be in plain language.

1.5 Administrations*) shall deliver immediately telegrams relating to the safety of life.

2. *Government telegrams and telegrams relative to the application of the United Nations Charter*

2.1 Government telegrams are those defined as such in the Convention (Montreux, 1965).

*) or recognized private operating agency(ies)

2.2 Government telegrams must bear the seal or stamp of the authority which sends them. This formality shall not be required when the genuineness of the telegram cannot give rise to doubt.

2.3 Replies to Government telegrams shall also be regarded as Government telegrams. The right to send a reply as a Government telegram shall be established by the production of the original Government telegram.

2.4 The telegrams of consular agents carrying on private business shall only be regarded as Government telegrams when they are addressed to an official person, and relate to official matters. Telegrams from such consular agents which do not fulfil these conditions shall, however, be accepted by telegraph offices and transmitted as Government telegrams; but these offices shall at once report the matter to the Administration to which they are subject.

2.5 Number 19 of these Regulations defines telegrams relating to the application of the United Nations Charter to which a special priority is to be secured and which are to be treated as Government telegrams.

2.6 Administrations*) shall deliver immediately Government telegrams, for which the sender has requested priority in transmission.

3. *Meteorological telegrams*

The term "meteorological telegram" denotes a telegram sent by an official meteorological service or by a station in official relation with such a service, and addressed to such a service or to such a station, and which consists solely of meteorological observations or forecasts. A telegram of this kind must always be regarded as drawn up in plain language.

*) or recognized private operating agency(ies)

4. *Telegrams concerning persons protected in time of war by the Geneva Conventions of 12 August 1949*

4.1 These shall include:

a) telegrams addressed to prisoners of war, civilian internees or their representatives (prisoners' representatives, internee committees) by recognized relief societies assisting war victims;

b) telegrams which prisoners of war and civilian internees are permitted to send or those sent by their representatives (prisoners' representatives, internee committees) in the course of their duties under the Conventions;

c) telegrams sent in the course of their duties under the Conventions by the National Information Bureaux or the Central Information Agency for which provision is made in the Geneva Conventions, 12 August 1949, or by delegations of such Bureaux or Agency, concerning prisoners of war, civilians who are interned or whose liberty is restricted, or the death of military personnel or civilians in the course of hostilities.

4.2 Telegrams sent by prisoners of war, civilian internees or their representatives shall bear the official stamp of the camp or the signature of the camp commander or one of his deputies.

4.3 Telegrams sent by the above-mentioned Bureaux or Agency, or by delegations thereof, as well as telegrams sent by recognized relief societies assisting war victims, shall bear the official stamp of the Bureau, Agency, delegation or society which sends them.

5. *Ordinary private telegrams*

Ordinary private telegrams are obligatory private telegrams, other than safety of life telegrams, meteorological telegrams and telegrams concerning persons protected in time of war by the Geneva Conventions of 12 August 1949.

6. *Telegraph service correspondence*

Telegraph service correspondence comprises service telegrams, service advices and paid service advices:

6.1 *Service telegrams* are telegrams which relate to public international telecommunications and are exchanged between:

6.1.1 Administrations,

6.1.2 Recognized private operating agencies,

6.1.3 Administrations and recognized private operating agencies,

6.1.4 Administrations and recognized private operating agencies on the one hand and the Secretary-General of the I.T.U. on the other hand.

6.2 *Service advices* are telegrams which relate to details of service or to the working of circuits and telegraph offices and to transmission of traffic. They shall be exchanged between telegraph offices.

6.3 *Paid service advices* are telegrams initiated by the sender or addressee of any telegram to obtain information or to give instructions about that telegram.

Telephone Regulations

Article 1

Purpose of the Telephone Regulations

1 1.(1) The Telephone Regulations lay down the general principles to be observed in the international telephone service.

(2) In implementing the principles of the Regulations, Administrations*) should comply with the C.C.I.T.T. Recommendations, including any Instructions forming part of those Recommendations, on any matters not covered by the Regulations.

2 2. These Regulations shall apply regardless of the means of transmission used, so far as the Radio Regulations and the Additional Radio Regulations do not provide otherwise.

*) or recognized private operating agency(ies)

Article 2

Definitions

International route

An international route comprises the circuits to be used for telecommunication traffic between two international terminal exchanges or offices.

Accounting rate

The accounting rate is the rate agreed between Administrations*) in a given relation which is used for the establishment of international accounts.

Collection charge

The collection charge is the charge established and collected by Administrations*) from its customers for the use of the international telecommunication service.

Instructions

Instructions consist of a Recommendation (or a group of Recommendations) prepared by the C.C.I.T.T. and dealing with practical procedure for operation and rate-fixing, which may be published in the form of a separate manual and made available to Administrations and recognized private operating agencies for use by their operational services.

Article 3

International system

3 1. All Administrations*) shall promote the provision of telephone service on a world-wide scale and shall endeavour to extend the international service to their national network.

*) or recognized private operating agency(ies)

4 2. Administrations*) shall designate the exchanges in the territory they serve which are to be regarded as international exchanges.

5 3. The circuits and installations provided for the international telephone service shall be sufficient to meet all requirements of the service.

6 4. Administrations*) shall cooperate in the establishment, operation and maintenance of the circuits and installations used for the international telephone service to ensure the best possible quality of service.

7 5. The Administrations*) shall determine by mutual agreement which routes are to be used.[1])

Article 4

Services offered to users

8 1. Administrations*) shall determine by mutual agreement the classes of calls, special facilities and special transmissions using telephone circuits to be admitted in their reciprocal international telephone relations observing the provisions of Articles 39 and 40 of the Convention (Montreux, 1965). To this end, the Administrations may conclude bilateral or regional agreements with a view to improving services available to users.

9 2. Administrations*) shall determine by mutual agreement the conditions under which they place international telephone-type circuits at the exclusive disposal of users for an appropriate charge in those relations where telephone-type circuits remain available after the needs of the public telecommunication services have been satisfied.

*) or recognized private operating agency(ies)

[1]) Pending mutual agreement, see Recommendation No. 2 concerning the treatment of outgoing traffic.

Article 5

Operating methods

10 Administrations*) shall agree among themselves upon the operating methods best suited to the needs of the international relations which concern them, taking account of the conditions and the possibilities of operation.

Article 6

Accounting rates

11 1. Accounting rates shall be made up of terminal rates and any transit rates.

12 2. Administrations*) shall fix their terminal and transit rates.

13 3. However, Administrations*) may by agreement fix the overall accounting rate applicable in a given relation and may divide that rate into terminal shares payable to the Administrations*) of terminal countries, and where appropriate, into transit shares payable to the Administrations*) of transit countries.

14 4. If no agreement as mentioned in 13 is reached, the overall accounting rate shall be determined in accordance with 11 and 12 above.

*) or recognized private operating agency(ies)

15 5. When an Administration*) has acquired the right to utilize, by lease or by other arrangement, a part of the circuits and/or installations of another Administration*), the former shall fix the rate as mentioned in 11 and 12 above for this part of the relation. Similarly, under the provisions of 13 above, the share of the overall accounting rate for this part shall accrue to the Administration*) which has acquired the right to utilize the circuits and/or installations of another Administration*). The same provisions apply when several Administrations*) have jointly acquired the right to utilize a part of the circuits and/or installations of another Administration*).

Article 7

Collection charges

16 1. Each Administration*) shall, subject to the applicable national law, fix the charges to be collected from its customers. In so doing, Administrations*) should make every effort to avoid too large a dissymmetry between the charges applicable in each direction of the same relation.

17 2. The charge to the customer for a call should in principle be the same, in a given relation, regardless of the route used.

Article 8

Accounting[1])

18 1. Unless otherwise agreed, the Administration*) responsible for collecting the charges shall establish a monthly account showing all the amounts due and send it to the Administrations*) concerned.

*) or recognized private operating agency(ies)

[1]) See also Appendix 1.

19 2. The accounts shall be sent as promptly as possible but in any case before the end of the third month following that to which they relate.

20 3. In principle an account shall be considered as accepted without the need for specific notification of acceptance to the Administration*) which sent it.

21 4. However, any Administration*) shall have the right to question the contents of an account for a period of two months after the receipt of the account but only to the extent necessary to bring the differences within mutually agreed limits.

22 5. The payment of the balance due on an account shall not be delayed pending settlement of any query on that account. Adjustments which are later agreed shall be included in a subsequent account.

23 6. In relations where specific agreements do not exist, a quarterly settlement statement showing the balances from the monthly accounts for the period to which it relates shall be prepared as quickly as possible by the creditor Administration*) and be sent in duplicate to the debtor Administration*) which, after verification, shall return one of the copies endorsed with its acceptance.

24 7. Payments shall be effected as promptly as possible but in no case later than six weeks after the day on which the quarterly settlement statement is received by the debtor Administration*). Beyond this period, the creditor Administration*) shall have the right to charge interest at the rate of 6% per annum, reckoned from the day following the date of expiration of the said period.

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*) or recognized private operating agency(ies)

FINAL PROVISIONS

Article 9

Completion of the Regulations

25 1. These Regulations may in pursuance of Resolution No. 37 of the Plenipotentiary Conference (Montreux, 1965), be completed by a further Appendix, which shall form an integral part of these Regulations, containing:

- such provisions, if any, as the 1974 Maritime World Administrative Radio Conference may deem necessary to incorporate in these Regulations;

- such provisions of the Radio Regulations and Additional Radio Regulations (1971 Revision) as the said Conference may see fit to transfer;

- any amendment to these provisions or any new provisions of the Radio Regulations or of the Additional Radio Regulations adopted by the 1974 Maritime World Administrative Radio Conference.

26 2. However, no provision so transferred by the Maritime World Administrative Radio Conference and embodied in the Appendix referred to in 25 shall in any way be construed to amend or alter any provision contained in these Regulations and, in the event of any conflict, these Regulations shall overrule such provision.

Article 10

Appendices

27 The Telephone Regulations are completed by Appendices 1 and 2. which form an integral part of these Regulations.

Article 11

Entry into force of the Regulations

28 1. These Regulations shall enter into force on 1 September 1974, with the exception of the Appendix, if any, referred to in 25 which shall enter into force on such a date as the 1974 Maritime World Administrative Radio Conference shall determine.

29 2. In signing these Regulations, the respective delegates declare that if an Administration makes reservations with regard to the application of one or more of the provisions thereof, other Administrations shall be free to disregard the said provision or provisions in their relations with the Administration which has made such reservations.

IN WITNESS WHEREOF the respective delegates have signed these Regulations in a single copy which, together with the Appendix referred to in 25, shall remain deposited in the archives of the International Telecommunication Union, which shall forward a certified copy to each of the signatory countries.

Done at Geneva, 11 April 1973.

(The signatures following these Regulations are the same as those which follow the Telegraph Regulations)

APPENDIX 1

Payment of balances of accounts

In the absence of special arrangements between Administrations and/or recognized private operating agencies, the currencies used for the payment of balances of international telecommunication accounts — which pursuant to the International Telecommunication Convention (Montreux, 1965) are required to be drawn up in gold francs — and the methods of conversion into such currencies shall be as follows:

1. The payment of balances of international telecommunication accounts shall be made in the currency selected by the creditor after consultation with the debtor. If there is disagreement the choice of the creditor shall prevail in all cases subject to the provisions in 6.1. If the creditor does not specify a currency the choice shall rest with the debtor.

2. The amount of the payment, as determined hereafter, in the selected currency shall be equivalent in value to the balance of the account.

3. If the balance of the account is expressed in gold francs, the amount of the selected currency which is equivalent in value to that balance shall be determined by the relationship in effect on the day before payment between the value of the gold franc and:

a) the gold par value of the selected currency approved by the International Monetary Fund (hereafter designated as I.M.F.). If, however, a central rate of the selected currency has been established under I.M.F Executive Board decision subsequent to the approval given by the I.M.F to the gold par value, the gold value of that central rate shall be used in determining the equivalent value. (See Note, page 72 [75]):

b) or the gold par value of the selected currency fixed unilaterally by the appropriate Government or official issuing authority (hereafter designated as fixed unilaterally). If, however, a central rate of the selected currency has been established unilaterally subsequent to the unilateral fixing of a gold par value, the gold value of that central rate shall be used in determining the equivalent value. (See Note, page 72 [75]).

3.1 If the selected currency does not have a value of the kind shown in 3, or if the margins recognized by the Articles or Executive Board decisions of the I.M.F 3 a), or established beforehand by the appropriate Government or issuing authority 3 b) are not being observed, the equivalent value of the selected currency shall be determined by its relationship on the official or generally accepted foreign exchange market, as provided in 6, to another currency with a value of the kind shown in 3.

4. If the balance of the account is expressed in a currency other than gold francs and the selected currency is the same as the currency of the balance of the account, the amount of the selected currency for payment shall be the amount of the balance of the account.

5. If the balance of the account is expressed in a currency other than gold francs and the selected currency for payment is different from the currency in which the balance is expressed, the amount of the selected currency for payment shall be determined by relating the gold value of the currency of the balance of the account to the gold value of the selected currency by reference to their respective values as in 3.

5.1 If either or both of the currencies mentioned in 5 do not have a value of the kind shown in 3, or if the margins recognized by the Articles or Executive Board decisions of the I.M.F or established beforehand by the appropriate Government or issuing authority are not being observed, the equivalent value of one currency to the other shall be determined by their relationship on the official or generally accepted foreign exchange market, as provided in 6.

6. For the purpose of determining the official or generally accepted foreign exchange market equivalent referred to in 3.1 and 5.1, the rate used shall be the closing rate for currency which can be used in the majority of merchandise trade transactions for spot delivery cable transfers in the official or generally accepted foreign exchange market of the main financial centre of the debtor country on the day prior to payment or the most recent rate quoted.

6.1 If a creditor selects a currency with a gold par or central rate fixed unilaterally or a currency the equivalent value of which is to be determined by its relationship to a currency with a gold par or central rate fixed unilaterally, the use of the selected currency must be acceptable to the debtor.

7. The debtor shall transmit, on the date of payment, the amount of the selected currency as computed above by a bank cheque, transfer or any other means, acceptable to the debtor and the creditor. If the creditor expresses no preference, the choice shall fall to the debtor.

8. Provided the periods of payment are observed, Administrations or recognized private operating agencies may by mutual agreement settle their balances of various kinds by offsetting credits and debits in their relations with other Administrations and/or recognized private operating agencies. The offsetting may be extended by mutual agreement to debts arising from postal services where both Administrations or recognized private operating agencies operate both postal and telecommunication services.

9. The payment charges imposed in the debtor country (taxes, clearing charges, commission, etc.) shall be borne by the debtor. The charges imposed in the creditor country, including payment charges imposed by banks in intermediate countries, shall be borne by the creditor.

10. If, between the time the remittance (cheque, etc.) is effected and the time the creditor receives it, a variation occurs in the equivalent value of the selected currency calculated as described in 3, 3.1, 5, 5.1 or 6 and if the difference resulting from such variation exceeds 5% of the amount due as calculated following such variation, the total difference shall be shared equally between debtor and creditor.

11. If there should be a radical change in the international monetary system (e.g. a substantial general change in the official price of gold, or if gold ceased to be used generally as a basic reference for currencies) which invalidates or makes inappropriate one or more of the foregoing paragraphs, Administrations and recognized private operating agencies shall be free to adopt, by mutual agreement, different procedures for the payment of balances of accounts, pending a revision of this Appendix.

Note: Where the central rate is in terms of another I.M.F member's currency (hereafter described as such other currency), the amount of the selected currency shall be determined by first relating the gold franc amount to the I.M.F – approved par value of such other currency and then by relating the resulting amount of such other currency to the selected currency for payment. Where such other currency has no I.M.F – approved par value in effect, 6 shall apply.

APPENDIX 2

GENERAL SECRETARIAT
RECIPROCAL COMMUNICATIONS

Relations of Administrations with one another through the medium of the General Secretariat

1. The General Secretariat shall publish information and statistics relating to the international services in pursuance of agreements between Administrations and/or recognized private operating agencies and resolutions of competent Administrative Conferences, and taking into account the Recommendations of Consultative Committees.

2. Administrations*) shall notify the General Secretariat of any additions, amendments or deletions to the above information and statistics. So far as practicable, amendments to the relevant documents shall be notified in the form required for these documents. Questionnaires will be issued to Administrations*) when the statistics or other information is to be presented in tabulated form.

3. Administrations*) shall reply fully and promptly to requests by the Secretary-General for information to be included in these documents.

*) or recognized private operating agency(ies)

Final Protocol

At the time of signing the Final Acts of the World Administrative Telegraph and Telephone Conference (Geneva, 1973), the undersigned delegates take note of the following statements forming part of the Final Acts of the Conference:

I

(Telegraph Regulations)

For the United States of America

1. The United States of America formally declares that the United States of America does not, by signature of the Telegraph Regulations (Geneva Revision, 1973) on its behalf, or by ratification thereof, accept any obligation in respect of the application of any provision of the Regulations to service within the United States with respect to telegraph service between the United States, on the one hand, and Canada, Mexico, and Saint-Pierre and Miquelon Islands, on the other hand, and to the rates applicable to such service.

2. The United States of America formally declares that the United States of America does not accept any obligation in respect of the application of any provision of the Telegraph Regulations (Geneva Revision, 1973) to service over telecommunication channels other than those open to public correspondence.

II

(Telephone Regulations)

For the United States of America

1. The United States of America formally declares that the United States of America does not, by signature of the Telephone Regulations (Geneva Revision, 1973) on its behalf, or by ratification thereof, accept any obligation in respect of the application of any provision of the Regulations to service within the United States with respect to telephone service between the United States, on the one hand, and Canada, Mexico, and Saint-Pierre and Miquelon Islands, on the other hand, and to the rates applicable to such service.

2. The United States of America formally declares that the United States of America does not accept any obligation in respect of the application of any provision of the Telephone Regulations (Geneva Revision, 1973) to service over telecommunication channels other than those open to public correspondence.

III

(Telegraph and Telephone Regulations)

For Algeria (Algerian Democratic and Popular Republic)

In signing the Final Acts of the World Administrative Telegraph and Telephone Conference (Geneva, 1973), the delegation of the Algerian Democratic and Popular Republic declares that it reserves the right of its country to take all measures it may deem necessary to protect its interests should any country not observe the provisions of the Telegraph and Telephone Regulations.

IV

(Telegraph and Telephone Regulations)

For Jamaica

In signing the Final Acts of the World Administrative Telegraph and Telephone Conference (Geneva, 1973), the Jamaican delegation reserves the right of its Administration to accept or to reject all or some of the provisions of the Telegraph and Telephone Regulations.

V

(Telegraph and Telephone Regulations)

For the Libyan Arab Republic

Signature of the Final Acts (Telegraph Regulations, Telephone Regulations and the Final Protocol) of the World Administrative Telegraph and Telephone Conference (Geneva, 1973) by the Libyan delegation is subject to the approval of the Government of the Libyan Arab Republic, as specified in the delegation's credentials.

VI

(Telegraph and Telephone Regulations)

For Mexico

In signing the Telegraph and Telephone Regulations, Mexico reserves the right to apply the Recommendations of the C.C.I.T.T. insofar as they may solve problems of a world-wide international character and meet regional requirements.

VII

(Telegraph and Telephone Regulations)

For the Socialist Republic of Roumania

In signing the Final Acts of the present World Administrative Telegraph and Telephone Conference, that is the Telegraph Regulations, the Telephone Regulations and the Final Protocol, the Roumanian delegation declares that its signature is subject to approval by the Government of the Socialist Republic of Roumania.

VIII

(Telegraph and Telephone Regulations)

For the Somali Democratic Republic

In signing the Final Acts of the World Administrative Telegraph and Telephone Conference (Geneva, 1973), the delegation of the Somali Democratic Republic declares that it reserves the right to take all measures it may deem necessary to protect its interests should any delegations not observe the provisions of the Telegraph and Telephone Regulations adopted by the Conference.

IX

(Telegraph and Telephone Regulations)

For the Democratic Republic of the Sudan

In signing the Final Acts of the World Administrative Telegraph and Telephone Conference (Geneva, 1973), the delegation of the Democratic Republic of the Sudan declares that it reserves the right of its Government to take all measures it may deem necessary to protect its interests should any country not observe the provisions of the Telegraph and Telephone Regulations adopted by the Conference.

X

For the Bielorussian Soviet Socialist Republic,
the People's Republic of Bulgaria, the Hungarian People's Republic,
the People's Republic of Poland, the German Democratic Republic,
the Ukrainian Soviet Socialist Republic,
the Czechoslovak Socialist Republic,
the Union of Soviet Socialist Republics

The Bielorussian Soviet Socialist Republic, the People's Republic of Bulgaria, the Hungarian People's Republic, the People's Republic of Poland, the German Democratic Republic, the Ukrainian Soviet Socialist Republic, the Czechoslovak Socialist Republic, the Union of Soviet Socialist Republics declare that the delegates of the Saigon Administration do not represent South Viet-Nam, since there are two zones and two administrations in South Viet-Nam: the Provisional Revolutionary Government of the Republic of South Viet-Nam and the Saigon Administration.

Signature of the Final Acts by the delegates of the Saigon Administration cannot therefore be regarded as signature on behalf of South Viet-Nam.

XI

For the People's Republic of China

1. The Paris Agreement on Viet-Nam recognizes in fact the existence in South Viet-Nam of two administrations, namely the Provisional Revolutionary Government of the Republic of South Viet-Nam and the Saigon authorities. Under the present political situation, it is inappropriate for the Saigon authorities to be unilaterally represented at any meetings of I.T.U. We therefore express our regret.

The signatures affixed by the representatives of the Saigon authorities to the Telegraph Regulations and to the Telephone Regulations are therefore null and void.

2. The South African white authorities enforcing colonial rule is imposed on the South African people. It is by no means qualified to participate in any meetings of I.T.U. in the name of the South African people. Its signatures to the Telegraph Regulations and to the Telephone Regulations are therefore illegal.

XII

For the People's Republic of Albania

1. The delegation of the People's Republic of Albania protests against the presence at this Conference of the delegation of the so-called Republic of Viet-Nam as that delegation does not represent the Vietnamese people.

2. The delegation of the People's Republic of Albania wishes to declare that it considers the credentials issued by the racist Government of the Republic of South Africa to be null and void.

XIII

For the Socialist Republic of Roumania

1. The delegation of the Socialist Republic of Roumania declares that the Saigon Administration cannot represent South Viet-Nam at the World Administrative Telegraph and Telephone Conference. Consequently the Roumanian delegation considers the signature of the Acts of the Conference by the representatives of the Saigon authorities to be null and void.

2. The delegation of the Socialist Republic of Roumania also considers that the delegation of the Republic of South Africa does not represent the interests of the South African people and therefore cannot act on its behalf.

XIV

For the Socialist Federal Republic of Yugoslavia

The delegation of the Socialist Federal Republic of Yugoslavia declares that the delegation of Viet-Nam does not have the right to sign the Final Acts of this Conference on behalf of all of Viet-Nam.

XV

For the Republic of Viet-Nam

1. The delegation of the Republic of Viet-Nam categorically rejects the tendentious statements made by certain delegations and deplores the misuse of the World Administrative Telegraph and Telephone Conference by these delegations for political and propaganda purposes.

2. The delegation of the Republic of Viet-Nam reiterates the statement it made to the Credentials Committee and considers the statements of the above-mentioned delegations to be null and void.

XVI

For Algeria (Algerian Democratic and Popular Republic), United Republic of Cameroon, Central African Republic, People's Republic of the Congo, Republic of Dahomey, Ethiopia, Kenya, Libyan Arab Republic, Malagasy Republic, Republic of Mali, Kingdom of Morocco, Federal Republic of Nigeria, Uganda, Republic of the Senegal, Somali Democratic Republic, Democratic Republic of the Sudan, United Republic of Tanzania, Togolese Republic, Tunisia

The delegations mentioned above consider that the delegation attending this Conference on behalf of the Republic of South Africa does not represent the interests of the South African people. It therefore cannot act on their behalf.

Consequently, its signature of the Final Acts of the World Administrative Telegraph and Telephone Conference is illegal.

XVII

For the Bielorussian Soviet Socialist Republic,
the People's Republic of Bulgaria,
the Hungarian People's Republic,
the People's Republic of Poland,
the German Democratic Republic,
the Ukrainian Soviet Socialist Republic,
the Czechoslovak Socialist Republic and
the Union of Soviet Socialist Republics

The above-mentioned delegations support without reservation the statement of a group of African countries concerning the condemnation of the racist policy of the South African Republic and the illegality of the participation of the delegation of the South African Republic in the work of the Conference.

IN WITNESS WHEREOF, the respective delegates have signed this Final Protocol in each of the Chinese, English, French, Russian and Spanish languages [1] in the single copy, which shall remain deposited in the archives of the International Telecommunication Union, which shall forward a copy to each of the signatory countries.

Done at Geneva, the 11th of April 1973

(The signatures following the Final Protocol are the same as those which follow the Telegraph Regulations)

[1] The English and French texts only are printed herein. [Footnote added by the Department of State.]

ACTES FINALS
DE LA
CONFERENCE ADMINISTRATIVE MONDIALE TELEGRAPHIQUE ET TELEPHONIQUE
(GENEVE, 1973)

TIAS 8586

Note du Secretariat general de l'U.I.T

Les dispositions de detail relatives a l'exploitation du service télegraphique public international, qui figuraient jusqu'alors dans le Reglement télegraphique, seront desormais contenues dans l'Instruction pour l'exploitation du service télégraphique public international.

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Règlement télégraphique

Article premier

Objet du Règlement télégraphique

1 1.(1) Le Règlement télégraphique fixe les principes généraux à observer dans le service télégraphique international.

(2) En appliquant les principes exposés dans le Règlement, les administrations*), pour tout ce qui n'y est pas prévu, devraient se conformer aux Avis du C.C.I.T.T., y compris toutes Instructions qui font partie de ces Avis.

2 2. Les dispositions du présent Règlement sont applicables quel que soit le moyen de transmission utilisé, sous réserve que le Règlement des radiocommunications et le Règlement additionnel des radiocommunications n'en disposent pas autrement.

*) ou exploitation(s) privée(s) reconnue(s)

Article 2

Définitions

Voie d'acheminement internationale

Une voie d'acheminement internationale se compose des circuits à utiliser pour l'acheminement du trafic de télécommunication entre deux centres ou bureaux terminaux internationaux.

Service télégraphique public international

Service qui assure l'échange des diverses classes de télégrammes internationaux.

Service télégraphique international

Designe la generalite des diverses sortes de services internationaux de type télégraphique y compris le service des télégrammes et des radiotélégrammes, le service phototélégraphique, le service télex, le service de transmission de donnees, le service de radiocommunication a heures fixes et le service des circuits télégraphiques loues.

Télégrammes privés ordinaires

Télégrammes prives dont l'acceptation est obligatoire, autres que les telégrammes relatifs a la securite de la vie humaine, les télégrammes météorologiques et les télégrammes concernant les personnes protegees en temps de guerre par les Conventions de Geneve du 12 août 1949.

Taxe de répartition

Taxe fixee par accord entre administrations*) pour une relation donnée et servant a l'établissement des comptes internationaux.

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*) ou exploitation(s) privee(s) reconnue(s)

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Taxe de perception

Taxe etablie et perçue par une administration*) sur les usagers de son pays pour l'utilisation du service international des télécommunications.

Instruction

Une Instruction est un Avis (ou un ensemble d'Avis) élaboré par le C.C.I.T.T., traitant de modalites pratiques d'exploitation et de tarification, qui peut être editee sous forme d'un manuel a l'intention des services d'exploitation des administrations et des exploitations privees reconnues.

Article 3

Reseau international

3 1. Les voies de communication et installations pour le service télégraphique international sont etablies en nombre suffisant pour satisfaire à tous les besoins du service.

4 2. Les administrations*) collaborent afin de constituer, exploiter et entretenir les voies et installations utilisees pour le service télégraphique international de manière a assurer la meilleure qualite de service possible.

Article 4

Services offerts aux usagers

5 1.(1) Les classes de télégrammes suivantes sont obligatoires dans le service télégraphique public international:

1. télégrammes relatifs a la securite de la vie humaine,
2. télegrammes d'Etat et télegrammes relatifs à l'application de la Charte des Nations Unies,

*) ou exploitation(s) privee(s) reconnue(s)

3. télégrammes meteorologiques,
4. télégrammes concernant les personnes protégees en temps de guerre par les Conventions de Genève du 12 août 1949,
5. télégrammes prives ordinaires,
6. correspondance télégraphique de service.

(2) Les dispositions relatives à ces classes de télégrammes sont contenues dans l'Annexe.

6 2. Les administrations*) ont la faculté d'accepter d'autres télégrammes ainsi que des télégrammes avec services speciaux mentionnes dans les Avis du C.C.I.T.T.

7 3. Les administrations*) qui, dans leur propre service, n'acceptent pas les télégrammes vises au numero 6 ni/ou les télégrammes avec services speciaux, doivent admettre ces télégrammes en transit, sauf dans le cas de suspension de service prevu a l'article 33 de la Convention (Montreux, 1965).

8 4. Les administrations*), sous reserve de la législation nationale applicable, peuvent assurer des services télex, des services phototélégraphiques, des services de transmission de donnees, et/ou d'autres services télégraphiques et peuvent mettre des circuits internationaux a la disposition exclusive d'usagers, dans les relations ou des circuits restent disponibles après satisfaction des besoins des services publics de télécommunication.

9 5. Les administrations*) peuvent conclure des accords bilatéraux ou regionaux ayant pour objet d'améliorer les services télégraphiques offerts aux usagers, pourvu que de tels accords ne soient pas en contradiction avec l'article 10 du present Reglement.

*) ou exploitation(s) privee(s) reconnue(s)

Article 5

Dispositions generales d'exploitation concernant les télégrammes

10 1. L'original d'un télegramme doit être ecrit en caracteres utilises dans le pays d'origine et ayant leur equivalent dans les tableaux de signaux télégraphiques figurant dans les Avis du C.C.I.T.T

11 2. Chaque télegramme doit avoir une adresse, comprenant toutes les indications necessaires pour assurer sa remise au destinataire, sans recherches ni demandes de renseignements.

12 3. Chaque télegramme doit comporter un texte, et peut comporter une signature. Le texte et la signature peuvent être rediges en langage clair ou en langage secret. Ces langages peuvent être employes conjointement dans un même télégramme.

13 4. Toutes les administrations*) acceptent, dans toutes leurs relations, les télegrammes en langage clair. Elles peuvent refuser d'admettre, au départ et a l'arrivee, les télegrammes prives rediges totalement ou partiellement en langage secret, mais elles doivent admettre ces télegrammes en transit, sauf dans le cas de suspension de service prevu a l'article 33 de la Convention (Montreux, 1965).

14 5. L'expediteur d'un télegramme en langage secret est tenu de présenter le code d'apres lequel le texte ou une partie du texte ou la signature du télégramme a ete redige, si le bureau d'origine ou l'administration dont ce bureau relève lui en font la demande. Cette disposition n'est pas applicable aux télegrammes d'Etat ni aux télegrammes de service qui peuvent, les uns et les autres, être rediges en langage secret dans toutes les relations.

15 6. Tout ce dont l'expediteur d'un télégramme demande la transmission est taxable, excepte l'indication de la voie et le nom du code employe pour la redaction d'un télegramme en langage secret, lorsque ce nom est exige par le pays d'origine ou par le pays de destination.

*) ou exploitation(s) privee(s) reconnue(s)

16 7. Suivant leur adresse, les télégrammes sont remis par tout moyen disponible, soit a l'habitation particulière, au bureau, a l'établissement, etc., du destinataire, soit a un endroit ou il est en residence ou de passage (hôtel, etc.), soit télégraphe restant, soit poste restante, soit boîte postale.

17 8. Un télégramme peut être remis soit au destinataire, aux membres adultes de sa famille, a toute personne a son service, a ses locataires ou hôtes, soit au concierge de l'hôtel ou de la maison, à moins que le destinataire n'ait désigne par ecrit un mandataire a cet effet.

18 9. Lorsqu'un télégramme ne peut pas être remis au destinataire, le bureau d'arrivee envoie au bureau d'origine, dans les plus brefs délais, un avis de service (voir Annexe, paragraphe 6.2) faisant connaître la cause de la non-remise.

19 10.(1) Sous reserve de l'application des dispositions des articles 39 et 49 de la Convention (Montreux, 1965), les administrations et les exploitations privees reconnues prennent les mesures nécessaires pour qu'une priorite spéciale soit accordée aux télégrammes relatifs a l'application des dispositions des chapitres VI, VII et VIII de la Charte des Nations Unies, échanges, en cas de situation grave, entre les personnalites suivantes:

- le president du Conseil de securite,
- le president de l'Assemblée generale,
- le Secretaire general des Nations Unies,
- le president du Comite d'état-major,
- le president d'un sous-comite régional du Comite d'état-major,
- un representant au Conseil de securite ou a l'Assemblée générale,
- un membre du Comite d'état-major,
- le president ou le secretaire principal d'une commission créée par le Conseil de securite ou par l'Assemblée générale,

— une personne accomplissant une mission pour l'Organisation des Nations Unies,

— un chef d'Etat,

— un ministre membre d'un gouvernement,

— le chef administratif d'un territoire sous tutelle désigne comme zone strategique.

(2) Les télegrammes dont il est question a l'alinea (1) ci-dessus mais qui ne font pas partie de la classe des télégrammes d'Etat sont considéres comme des télégrammes d'Etat.

Article 6

Arrêt des télégrammes

20 1. Le droit d'arrêter la transmission de certains télégrammes privés, qui est prevu a l'article 32 de la Convention (Montreux, 1965), est exerce par les bureaux ou centres télégraphiques extrêmes ou de transit, sauf recours aux autorites competentes, qui se prononcent sans appel.

21 2. La transmission des télegrammes concernant la securite de la vie humaine, des télégrammes d'Etat et des télégrammes de service se fait de droit. Les bureaux ou centres télégraphiques n'ont aucun contrôle a exercer sur ces télegrammes.

22 3. Les administrations*) s'engagent a arrêter, dans leurs bureaux respectifs, l'acceptation, la transmission et la remise des télegrammes adresses a des agences télegraphiques de reexpedition et autres organismes constitues en vue d'expedier des télegrammes au nom de tiers dans le but de soustraire ces correspondances au paiement integral des taxes dues pour le parcours entier. Le bureau qui arrête ainsi un télegramme doit en informer immediatement le bureau d'origine.

*) ou exploitation(s) privee(s) reconnue(s)

Article 7

Archives

23 1. Les originaux ou copies en fac-similé des télégrammes et les documents y relatifs, afférents au dépôt, a la transmission (si possible) et à la remise, qui doivent être retenus par les administrations*) sont conserves jusqu'à la liquidation des comptes qui s'y rapportent et, en tout cas, au moins pendant six mois a compter du mois qui suit le mois de dépôt du télégramme, avec toutes les precautions necessaires au point de vue du secret. Les administrations*) sont libres de conserver les renseignements susmentionnes par tout autre moyen, par exemple, sous forme d'enregistrement magnetique ou électronique.

24 2. Toutefois, si une administration*) juge utile de détruire de tels documents avant les délais sus-indiques et, de ce fait, n'est pas a même de poursuivre une enquête dans laquelle ses services sont interesses, elle en supporte toutes les consequences aussi bien pour les remboursements de taxes que pour les différences qui pourraient être constatées dans les comptes internationaux.

25 3. Sauf les exceptions prevues à l'article 35, paragraphe 2, de la Convention (Montreux, 1965), les originaux ou les copies des télégrammes ne peuvent être presentes qu'à l'expediteur ou au destinataire, apres constatation de leur identite, ou encore au fondé de pouvoirs de l'un d'eux.

Article 8

Taxes de répartition des télégrammes

26 1. Les administrations*) fixent leurs taxes terminales et de transit pour les télégrammes en tenant compte des Avis du C.C.I.T.T. et du prix de revient. Les taxes terminales fixees par une administration*) pour une relation avec un autre pays sont les mêmes, quelles que soient les voies d'acheminement utilisees.

*) ou exploitation(s) privee(s) reconnue(s)

27 2. Les taxes de repartition totales sont la somme:

28 a) des taxes terminales des pays d'origine et de destination,

29 b) des taxes de transit des administrations*) intermediaires dont les territoires, les installations ou les circuits sont empruntes pour la transmission des télégrammes,

30 c) lorsque le cas se presente, de la taxe pour tout circuit de connexion etabli par voie radioélectrique, par câble sous-marin ou par tout autre moyen.

31 3. La taxe de repartition a appliquer entre deux pays doit être en principe celle qui, par addition des taxes indiquees ci-dessus, donne la somme la moins élevee.

32 4. Les administrations*) peuvent, par accord, fixer la taxe de repartition totale applicable dans une relation donnee et la repartir en parts terminales revenant aux administrations*) des pays terminaux et, s'il y a lieu, en parts de transit revenant aux administrations*) des pays de transit.

33 5. La taxe de repartition totale est exclusive de tout impôt ou taxe fiscale. Tout pays qui impose a son profit une taxe fiscale sur les télegrammes internationaux doit percevoir cet impôt en sus du tarif et exclusivement sur les expediteurs de télegrammes deposes sur son territoire.

Article 9

Taxes de perception des télégrammes

34 Sous reserve de la législation nationale applicable, chaque administration*) fixe les taxes de perception a percevoir sur les usagers. Ce faisant, les administrations*) devraient s'efforcer d'éviter une trop grande dissymetrie entre les taxes de perception applicables dans les deux sens d'une même relation.

*) ou exploitation(s) privee(s) reconnue(s)

Article 10

Interdiction d'accorder des rabais pour les télégrammes

35 Les Membres et Membres associés de l'Union s'engagent à interdire l'octroi, sous quelque forme que ce soit, de rabais sur les taxes figurant au tarif officiel des administrations*) et se reservent le droit de prendre des sanctions a l'égard des exploitations privees reconnues qui, directement ou par l'intermediaire de leurs agents ou sous-agents, accorderaient aux expediteurs ou aux destinataires, d'une manière quelconque (par exemple par mot, par téiegramme, par adjonction de mots au moyen d'avis de service taxes, sous forme de primes, etc.) des rabais ayant pour effet de réduire les taxes sus-indiquees. Ces sanctions peuvent comporter la suspension du service avec ces exploitations.

Article 11

Comptabilité[1])

36 1. Sauf accord spécial, l'administration*) responsable de la perception des taxes, etablit un compte mensuel relatif a tous les montants dus et le transmet aux administrations*) interessees.

37 2. Les comptes sont envoyés aussi rapidement que possible et en tout cas avant la fin du troisième mois suivant celui auquel ils se rapportent.

38 3. En principe, un compte est censé être accepté sans qu'il soit necessaire d'en notifier explicitement l'acceptation a l'administration*) qui l'a presenté.

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[1]) Voir aussi l'Appendice I

*) ou exploitation(s) privee(s) reconnue(s)

39 4. Cependant, toute administration*) a le droit de contester les éléments d'un compte pendant une periode de deux mois a compter de sa date de reception, mais seulement dans la mesure necessaire pour ramener les différences dans des limites mutuellement convenues.

40 5. Le paiement du solde relatif a un compte ne sera pas différé dans l'attente d'un accord au sujet d'une contestation relative à ce compte. Les ajustements admis apres coup d'un commun accord seront inclus dans un compte ulterieur.

41 6. Dans les relations pour lesquelles il n'existe pas d'accord spécial, un decompte trimestriel indiquant les soldes des comptes mensuels pour la periode a laquelle ce decompte se rapporte est etabli aussi rapidement que possible par l'administration*) creancière et transmis en double exemplaire à l'administration*) débitrice laquelle, apres verification, renvoie l'un des exemplaires revêtu de son visa d'acceptation.

42 7 Les paiements sont effectues aussi rapidement que possible et en tout cas dans un délai maximum de six semaines apres la date de réception du décompte trimestriel par l'administration*) débitrice. Passe ce délai, l'administration*) creancière a le droit d'exiger des interêts a raison de 6% par an, a dater du lendemain du jour d'expiration dudit délai.

Article 12

Remboursement des taxes des télégrammes

43 Sur demande, ou a la suite d'une reclamation visant l'execution du service, les taxes sont remboursees a ceux qui ont effectue les versements, compte tenu des Avis du C.C.I.T.T. Toute reclamation en remboursement de taxe doit être presentee avant l'expiration d'un délai de quatre mois à compter de la date de dépôt du télégramme.

*) ou exploitation(s) privee(s) reconnue(s)

DISPOSITIONS FINALES

Article 13

Dispositions complémentaires au Règlement

44 1. Le present Reglement pourra, en exécution des dispositions de la Resolution N° 37 de la Conférence de plénipotentiaires de Montreux (1965), être compléte par un Appendice supplémentaire faisant partie intégrante dudit Reglement et contenant, le cas echeant:

- toutes les dispositions que la Conférence administrative mondiale des radiocommunications maritimes de 1974 pourra juger necessaire d'incorporer au present Reglement;
- toutes les dispositions du Reglement des radiocommunications et du Reglement additionnel des radiocommunications (Revision de 1971) que ladite conférence pourra juger opportun de transférer;
- tout amendement a ces dispositions ou toute nouvelle disposition du Reglement des radiocommunications et du Règlement additionnel des radiocommunications qui seront adoptés par la Conférence administrative mondiale des radiocommunications maritimes de 1974.

45 2. Cependant, aucune clause ainsi transférée par la Conférence administrative mondiale des radiocommunications maritimes et incorporee à l'Appendice cite au numero 44 ne saurait être interpretee comme amendant ou modifiant l'une quelconque des clauses du present Reglement; en cas d'incompatibilite, le texte du Reglement l'emporte sur les dispositions de cette clause.

Article 14

Annexe et Appendices

46 Le Reglement télegraphique est complete par l'Annexe et les Appendices 1 et 2 qui en font partie integrante.

Article 15

Mise en vigueur du Reglement

47 1. Le present Reglement entrera en vigueur le ler septembre 1974, a l'exception de l'Appendice eventuel cite au numero **44**, lequel entrera en vigueur a une date que fixera la Conférence administrative mondiale des radiocommunications maritimes de 1974.

48 2. En signant le present Reglement, les délégues respectifs declarent que, si une administration formule des reserves au sujet de l'application d'une ou de plusieurs dispositions de ce Reglement, aucune autre administration n'est obligee d'observer la ou lesdites dispositions dans ses relations avec l'administration qui a formule de telles reserves.

EN FOI DE QUOI, les délégues respectifs ont signé le présent Reglement en un exemplaire qui, avec l'Appendice cite au numero **44** restera dépose aux archives de l'Union internationale des télecommunications, laquelle en remettra une copie certifiée conforme a chacun des pays signataires.

Fait a Geneve, le 11 avril 1973.

POUR LA REPUBLIQUE POPULAIRE D'ALBANIE :

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KATUNDI MIHALLAQ
VILA SKENDER

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AMAR AOUDIA
NOURDINE SAIDI

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POUR LE ROYAUME DE L'ARABIE SAOUDITE :

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BAUDRIN

POUR LA REPUBLIQUE SOCIALISTE
SOVIETIQUE DE BIELORUSSIE .

V. OULASSIK

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POUR LE CANADA :

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J. RAYMOND MARCHAND

POUR LA REPUBLIQUE CENTRAFRICAINE :

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JEAN-MARIE SAXILA

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LIU YUAN

POUR L'ETAT DE LA CITE DU VATICAN :

SILVIO LUONI
EVANDRO COSTA

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F BOUCKACKA

POUR LA REPUBLIQUE DU DAHOMEY :

ROGER AKPAKOUN

POUR LE DANEMARK :

GUNNAR PEDERSEN
HENRY PEDERSEN

POUR L'ENSEMBLE DES TERRITOIRES REPRESENTES
PAR L'OFFICE FRANCAIS DES POSTES
ET TELECOMMUNICATIONS D'OUTRE-MER :

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POUR L'ESPAGNE :

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عن دولة الكويت

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POUR LA REPUBLIQUE MALGACHE :

B. RABEMORO

POUR LA REPUBLIQUE DU MALI :

ALIOU TRAORE

POUR LE ROYAUME DU MAROC :

M. WAKRIM

POUR LE MEXIQUE :

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POUR LA NORVEGE :

PER ØVREGARD
IVAR MØKLEBUST
K.R. HAMMERSTRØM
HAVARD WEBERG

POUR LA NOUVELLE-ZELANDE :

W.H. HICKSON
A. TURPIE

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POUR LE SULTANAT D'OMAN .

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POUR L'OUGANDA .

A. KAWAMARA

POUR LE PAKISTAN :

ZAHEER AHMAD

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POUR LA REPUBLIQUE DEMOCRATIQUE ALLEMANDE .

SERINEX

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DE L'UKRAINE :

I. TIMTCHENKO

POUR LA REPUBLIQUE SOCIALISTE DE ROUMANIE :

NATALIA SOROCEANU

POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD, LES ILES
ANGLO-NORMANDES ET L'ILE DE MAN :

TOM U. MEYER
A.P. HAWKINS
S.R.V. PARANOR

POUR LE PEROU :

AUGUSTO LLAMOS OLIVEROS
BERNARDO MEZA INGAR

POUR LA REPUBLIQUE DES PHILIPPINES :

CEFERINO S. CARREON
MANUEL B. CASAS

POUR LA REPUBLIQUE DU SENEGAL :

MAMOUDOU SAMOURA

POUR LA REPUBLIQUE DEMOCRATIQUE DE SOMALIE :

MOHAMED AWAD BUKHARI

POUR LA REPUBLIQUE DEMOCRATIQUE DU SOUDAN :

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POUR LA THAILANDE :

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POUR LA REPUBLIQUE DU VIET-NAM :

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LE-VAN-HOA
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POUR LA REPUBLIQUE SOCIALISTE FEDERATIVE
DE YOUGOSLAVIE :

Stojanović Žika

STOJANOVIC ZIKA

APPENDICE 1

Paiement des soldes de comptes

En l'absence d'arrangements speciaux entre administrations et/ou exploitations privees reconnues, les monnaies a utiliser pour le paiement des soldes de comptes internationaux des télécommunications — lesquels, conformement aux dispositions de la Convention internationale des télécommunications (Montreux, 1965), sont à exprimer en francs-or — ainsi que les règles de conversion de ces monnaies, doivent être les suivantes:

1. Le paiement des soldes de comptes internationaux de télécommunication est effectue dans la monnaie choisie par le creancier après consultation du débiteur. En cas de désaccord, le choix du creancier doit prevaloir dans tous les cas, sous réserve des dispositions du paragraphe 6.1. Si le creancier ne specifie pas une monnaie particulière, le choix appartient au débiteur.

2. Le montant du paiement, tel qu'il est détermine ci-apres dans la monnaie choisie, doit avoir une valeur equivalente a celle du solde du compte.

3. Si le solde de compte est exprimé en francs-or, le montant de la monnaie choisie, qui est équivalent en valeur a ce solde, est déterminé par le rapport en vigueur la veille du paiement entre la parite du franc-or et:

a) la parite-or de la monnaie choisie, approuvee par le Fonds monetaire international (ci-apres designe par le sigle F.M.I.). Si toutefois un taux central de la monnaie choisie a eté fixe en vertu d'une décision du Conseil d'administration du F.M.I. posterieurement a l'approbation de la parite-or de cette monnaie par le F.M.I., la valeur-or de ce taux central doit être utilisée pour determiner la valeur equivalente (voir la Note, page 52).

b) ou la parite-or de la monnaie choisie, fixee unilateralement par le gouvernement ou par une institution officielle d'émission du pays interesse (ci-apres designee par l'expression "fixee unilatéralement"). Si toutefois un taux central de la monnaie choisie a ete fixe unilateralement posterieurement a la fixation unilatérale d'une parite-or, la valeur-or de ce taux central doit être utilisée pour determiner la valeur equivalente (voir la Note, page 52);

3.1 Si la monnaie choisie ne repond pas aux dispositions du paragraphe 3 ci-dessus ou si les limites reconnues par les Statuts du F.M.I. ou par les décisions de son Conseil d'administration (paragraphe 3a) ou fixees anterieurement par le gouvernement ou par une institution d'émission du pays interesse (paragraphe 3 b) ne sont pas observees, la valeur equivalente de cette monnaie est calculée sur la base du cours pratique sur le marche officiel des changes ou sur le marche normalement admis, dans les conditions prévues au paragraphe 6 par reférence a une autre monnaie qui repond elle-même aux dispositions du paragraphe 3.

4. Si le solde de compte est exprime en une monnaie autre que le franc-or et si la monnaie choisie est la même que celle dans laquelle le solde de compte est exprime, le montant du paiement est le montant du solde de compte.

5. Si le solde de compte est exprimé en une monnaie autre que le franc-or et si la monnaie choisie pour le paiement est différente de celle dans laquelle le solde est exprime, le montant de la monnaie choisie pour le paiement est détermine sur la base de la valeur-or de la monnaie du solde de compte par rapport a la valeur-or de la monnaie choisie, en se référant à leurs valeurs respectives déterminees dans les conditions indiquees au paragraphe 3.

5.1 Si, pour l'une ou l'autre ou pour les deux monnaies mentionnees au paragraphe 5, il n'existe pas de parite ou de valeur telle que celle indiquee au paragraphe 3, ou si les limites reconnues par les Statuts du F.M.I. ou par les décisions de son Conseil d'administration, ou fixées anterieurement par le gouvernement ou par l'institution d'émission du pays interesse ne sont pas observees, la valeur equivalente d'une monnaie par rapport a l'autre est calculée sur la base du cours pratique sur le marché officiel des changes ou sur le marche normalement admis, dans les conditions prevues au paragraphe 6.

6. Pour déterminer l'équivalent d'une monnaie sur le marche officiel des changes ou sur le marche normalement admis dont il est fait mention aux paragraphes 3.1 et 5.1, il convient de se fonder sur le cours de clôture applicable dans la majorite des transactions commerciales, pour remise immédiate par avis télégraphique, au marche officiel des changes ou au marche normalement admis dans le principal centre financier du pays débiteur la veille du paiement, ou sur le taux le plus recent.

6.1 Si le creancier choisit une monnaie a parite-or ou taux central fixés unilateralement ou une monnaie dont la valeur equivalente doit être déterminee sur la base d'une monnaie a parite-or ou taux central fixes unilatéralement, l'emploi de la monnaie choisie doit être acceptable par le débiteur.

7. A la date du paiement, le débiteur doit transmettre le montant de monnaie choisie calculé comme indique plus haut, par un chèque bancaire, un virement ou tout autre moyen acceptable par le débiteur et par le créancier. Si le creancier n'émet pas de préférence, le choix appartient au débiteur.

8. Les administrations ou exploitations privées reconnues peuvent, par accord mutuel, regler par compensation leurs soldes de toute nature, a leur crédit et a leur débit, dans leurs relations avec d'autres administrations et/ou exploitations privees reconnues sous reserve que les délais de paiement soient observés. La compensation peut être etendue par accord mutuel aux créances des services postaux quand les deux administrations ou exploitations privees reconnues assurent les services postaux et de télécommunications.

9. Les frais de paiement (droits, frais de clearing, provisions, commissions, etc.) supportes dans le pays débiteur, sont a la charge du débiteur. Les frais supportes dans le pays creancier, y compris les frais de paiement préleves par les banques intermediaires dans les pays tiers, sont a la charge du creancier.

10. Si, pendant la periode comprise entre l'envoi du moyen de paiement (cheque, etc.) et le moment de la reception de ce dernier par le creancier, il se produit une variation de la valeur equivalente de la monnaie choisie, calculée comme indique aux paragraphes 3, 3.1, 5, 5.1 ou 6, et si la différence resultant de cette variation dépasse 5% de la valeur de la somme due (calculée à la suite de ladite variation), la différence totale est partagee par moitié entre le débiteur et le creancier.

11. S'il se produit un changement fondamental du systeme monetaire international (par exemple, modification generale substantielle du prix officiel de l'or, abandon de l'or comme base de reférence generale pour les monnaies) ayant pour effet de rendre inoperantes ou impropres les dispositions prevues dans un ou plusieurs des paragraphes ci-dessus, les administrations et exploitations privees reconnues ont toute latitude pour adopter, en vertu d'accords reciproques, des dispositions différentes pour le paiement des soldes de comptes, en attendant la revision du present Appendice.

Note: Lorsque le taux central est exprime par rapport a la monnaie d'un autre pays membre du F.M.I. (cette monnaie etant appelée ci-apres "l'autre monnaie"), le montant en monnaie choisie est détermine dans un premier temps par application au montant exprime en francs-or de la parite (approuvee par le F.M.I.) de l'autre monnaie, puis dans un second temps en convertissant dans la monnaie choisie le resultat ainsi obtenu. Dans le cas ou il n existe pas pour l'autre monnaie de parite en vigueur approuvee par le F.M.I., les dispositions du paragraphe 6 doivent etre appliquees.

APPENDICE 2

SECRETARIAT GENERAL
COMMUNICATIONS RECIPROQUES

Relations des administrations entre elles par l'intermédiaire du Secretariat genéral

1. Les administrations*) notifient au Secretariat géneral, par voie télégraphique, toute suspension de service effectuée en application de l'article 33 de la Convention (Montreux, 1965), toute autre circonstance anormale affectant l'écoulement du trafic, ainsi que le retour aux conditions normales.

2. Le secretaire general porte immediatement, par voie télégraphique, ces informations a la connaissance des autres administrations*).

3. Les administrations (ou les exploitations privees reconnues autorisees par elles) notifient au Secretariat general leurs taxes terminales et de transit ainsi que tout changement ulterieur de ces taxes.

4. Ces changements de taxe doivent être notifiés suffisamment a temps, si necessaire par voie télégraphique, pour permettre au secretaire general de les communiquer, par la voie du Bulletin d'exploitation, aux administrations*) dans les délais fixes dans les Avis du C.C.I.T.T.

5. Les administrations*) communiquent au Secretariat general l'ouverture de voies nouvelles et la suppression de voies existantes, pour autant que ces voies interessent le service international. Le secretaire general publie ces renseignements dans le Bulletin d'exploitation.

*) ou exploitation(s) privee(s) reconnue(s)

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6. Le Secretariat general publie aussi d'autres renseignements et statistiques qui se rapportent aux services internationaux, conformement aux accords conclus entre administrations et/ou exploitations privees reconnues et aux resolutions des conférences administratives competentes, et en tenant compte des Avis des Comites consultatifs.

7 Les administrations*) notifient au Secretariat general toutes les additions, modifications ou suppressions a apporter aux renseignements et statistiques mentionnes ci-dessus. Dans la mesure du possible, les amendements a apporter aux documents en cause sont communiques dans la forme requise pour ces documents. Pour les statistiques et autres renseignements qui doivent être presentes sous forme de tableaux, des questionnaires seront transmis aux administrations*).

8. Les administrations*) doivent repondre d'une manière rapide et complète aux demandes du secretaire general portant sur des renseignements a inclure dans les documents dont il s'agit.

*) ou exploitation(s) privee(s) reconnue(s)

ANNEXE

(voir l'article 4)

1. *Télégrammes relatifs à la sécurité de la vie humaine*

1.1 Conformement aux dispositions de l'article 39 de la Convention (Montreux, 1965), les télégrammes relatifs a la securite de la vie humaine en mer, sur terre, dans les airs et dans l'espace extra-atmosphérique, ainsi que les télégrammes epidémiologiques d'urgence exceptionnelle de l'Organisation mondiale de la sante ont la priorite absolue sur tous les autres télégrammes.

1.2 Ces télégrammes, emis par des autorites gouvernementales ou par des particuliers, doivent se rapporter a la securite de la vie humaine dans des cas d'urgence exceptionnelle dont le caractere d'interêt general est évident.

1.3 Les télégrammes relatifs a la securite de la vie humaine emis par le siège de l'Organisation mondiale de la sante ou par les centres epidémiologiques regionaux de cette organisation doivent porter l'attestation qu'ils sont bien des télégrammes d'urgence exceptionnelle relatifs à la securite de la vie humaine.

1.4 Le texte et la signature des télégrammes relatifs a la securite de la vie humaine déposes dans les bureaux télégraphiques doivent être redigés en langage clair.

1.5 Les administrations*) sont tenues de faire distribuer immediatement les télégrammes relatifs a la securite de la vie humaine.

2. *Télégrammes d'Etat et télégrammes relatifs à l'application de la Charte des Nations Unies*

2.1 Les télégrammes d'Etat sont ceux que la Convention (Montreux, 1965) définit comme tels.

*) ou exploitation(s) privee(s) reconnue(s)

2.2 Les télegrammes d'Etat doivent être revêtus du sceau ou du cachet de l'autorite qui les expedie. Cette formalite n'est pas exigee lorsque l'authenticite du télegramme ne peut soulever aucun doute.

2.3 Les reponses aux télegrammes d'Etat sont egalement considérées comme des télegrammes d'Etat. Le droit d'émettre une reponse comme télégramme d'Etat est etabli par la production du télégramme d'Etat primitif.

2.4 Les télegrammes des agents consulaires qui exercent le commerce ne sont consideres comme télegrammes d'Etat que lorsqu'ils sont adresses à un personnage officiel et qu'ils traitent d'affaires de service. Toutefois, ceux de ces télegrammes qui ne remplissent pas ces conditions sont acceptes par les bureaux et transmis comme télegrammes d'Etat, mais ces bureaux les signalent immediatement a l'administration dont ils relèvent.

2.5 Le numero 19 du present Reglement définit des télegrammes relatifs a l'application de la Charte des Nations Unies auxquels une priorite speciale doit être accordee et qui sont considéres comme des télegrammes d'Etat.

2.6 Les administrations*) sont tenues de faire distribuer immediatement les télegrammes d'Etat pour lesquels l'expediteur a demande la priorite de transmission.

3. *Télégrammes météorologiques*

Le terme "télégramme meteorologique" désigne un télégramme envoye par un service meteorologique officiel ou par une station en relation officielle avec un tel service, adresse a un tel service ou a une telle station, et contenant exclusivement des observations ou des previsions metéorologiques. Un télegramme de l'espece doit toujours être considere comme rédigé en langage clair.

*) ou exploitation(s) privee(s) reconnue(s)

4. *Télégrammes concernant les personnes protégées en temps de guerre par les Conventions de Genève du 12 août 1949*

4.1 Ces télégrammes comprennent:

a) les télégrammes adresses aux prisonniers de guerre et aux civils internes, ou a leurs representants (hommes de confiance, comites d'internes); par les Sociétes de secours reconnues venant en aide aux victimes de la guerre;

b) les télégrammes que les prisonniers de guerre et les civils internes sont autorises a envoyer et ceux que leurs representants (hommes de confiance, comites d'internes) expedient dans l'exercice de leurs fonctions conventionnelles;

c) les télégrammes concernant les prisonniers de guerre, les civils internes ou en liberte restreinte, le déces de militaires ou de civils au cours d'hostilités, envoyes dans l'exercice de leurs fonctions conventionnelles par les bureaux nationaux de renseignements et par l'Agence centrale de renseignements prevus par les Conventions de Geneve du 12 août 1949, ainsi que par les délégations de ces bureaux ou de cette Agence.

4.2 Les télégrammes expediés par les prisonniers de guerre, par les civils internes ou par leurs représentants, doivent être revêtus du sceau du camp ou de la signature de son commandant ou d'un de ses remplaçants.

4.3 Les télégrammes envoyes par les bureaux et par l'Agence vises ci-dessus ou par leurs délégations, ainsi que ceux qui sont expediés par les sociétes de secours reconnues venant en aide aux victimes de la guerre, doivent porter le sceau du bureau, de l'Agence, de la délégation ou de la société qui les expedie.

5. *Télegrammes privés ordinaires*

Les télegrammes prives ordinaires sont les télegrammes prives dont l'acceptation est obligatoire, autres que les télegrammes relatifs a la securité de la vie humaine, les télegrammes meteorologiques et les télégrammes concernant les personnes protegees en temps de guerre par les Conventions de Geneve du 12 août 1949.

6. *Correspondance télégraphique de service*

La correspondance télegraphique de service comprend les télégrammes de service, les avis de service et les avis de service taxés.

6.1 Les *télegrammes de service* sont les télégrammes qui se rapportent aux télecommunications publiques internationales et qui sont echangés entre:

6.1.1 les administrations,

6.1.2 les exploitations privees reconnues,

6.1.3 les administrations et les exploitations privees reconnues,

6.1.4 les administrations et exploitations privees reconnues d'une part et le secretaire general de l'U.I.T. d'autre part.

6.2 Les *avis de service* sont des télégrammes qui se rapportent à des incidents de service ou qui sont relatifs au fonctionnement des circuits et des bureaux ou centres télegraphiques et aux transmissions de trafic. Ils sont echanges entre les bureaux ou centres télegraphiques.

6.3 Les *avis de service taxés* sont des télégrammes emis par l'expéditeur ou le destinataire d'un télegramme en vue d'obtenir des informations relatives a ce télegramme ou de donner des instructions a son sujet.

Règlement téléphonique

Article premier

Objet du Reglement téléphonique

1 1.(1) Le Reglement téléphonique fixe les principes généraux à observer dans le service téléphonique international.

(2) En appliquant les principes exposés dans le Reglement, les Administrations*), pour tout ce qui n'y est pas prevu, devraient se conformer aux Avis du C.C.I.T.T., y compris toutes Instructions qui font partie de ces Avis.

2 2. Les dispositions du present Reglement sont applicables quel que soit le moyen de transmission utilise, sous reserve que le Reglement des radiocommunications et le Reglement additionnel des radiocommunications n'en disposent pas autrement.

*) ou exploitation(s) privee(s) reconnue(s)

Article 2

Definitions

Voie d'acheminement internationale

Une voie d'acheminement internationale se compose des circuits a utiliser pour l'acheminement du trafic de télecommunication entre deux centres ou bureaux terminaux internationaux.

Taxe de repartition

Taxe fixee par accord entre administrations*) pour une relation donnee et servant a l'établissement des comptes internationaux.

Taxe de perception

Taxe etablie et perçue par une administration*) sur les usagers de son pays pour l'utilisation du service international des télecommunications.

Instruction

Une Instruction est un Avis (ou un ensemble d'Avis) élabore par le C.C.I.T T., traitant de modalites pratiques d'exploitation et de tarification, qui peut être editee sous forme d'un manuel a l'intention des services d'exploitation des administrations et des exploitations privees reconnues.

Article 3

Reseau international

3 1. Toutes les administrations*) doivent favoriser l'établissement du service téléphonique a l'échelle mondiale et s'efforcer d'étendre le service telephonique international a leur reseau national.

*) ou exploitation(s) privee(s) reconnue(s)

4 2. Les administrations*) désignent les centres qui, dans le territoire qu'elles desservent, doivent être considéres comme centres internationaux.

5 3. Les voies de communication et installations pour le service téléphonique international sont etablies en nombre suffisant pour satisfaire à tous les besoins du service.

6 4. Les administrations*) collaborent afin de constituer, exploiter et entretenir les voies et installations utilisees pour le service téléphonique international de manière a assurer la meilleure qualite de service possible.

7 5. Les administrations*) déterminent d'un commun accord les voies d'acheminement a utiliser.[1])

Article 4

Services offerts aux usagers

8 1. Les administrations*) fixent par accord mutuel les catégories de conversations, les facilites speciales et les transmissions spéciales utilisant les circuits téléphoniques a admettre dans leurs relations internationales reciproques, en respectant les dispositions des articles 39 et 40 de la Convention (Montreux, 1965). A cette fin, les administrations peuvent conclure des accords bilateraux ou regionaux ayant pour objet d'améliorer les services téléphoniques offerts aux usagers.

9 2. Les administrations*) déterminent par accord mutuel les conditions dans lesquelles elles mettent des circuits internationaux de type téléphonique a la disposition exclusive d'usagers, moyennant une redevance appropriée, dans les relations ou de tels circuits demeurent disponibles apres satisfaction des besoins des services publics de télécommunications.

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*) ou exploitation(s) privee(s) reconnue(s)

1) Dans l'attente d'un accord mutuel, voir la Recommandation N° 2 concernant le traitement du trafic de départ.

Article 5

Méthodes d'exploitation

10 Les administrations*) s'entendent pour appliquer, dans leurs relations internationales, les methodes d'exploitation qui repondent le mieux aux besoins, compte tenu des conditions et des possibilites d'exploitation.

Article 6

Taxes de repartition

11 1. La taxe de repartition se compose des taxes terminales et, s'il y a lieu, de la ou des taxes de transit.

12 2. Les administrations*) fixent leurs taxes terminales et de transit.

13 3. Toutefois, les administrations*) peuvent, par accord, fixer la taxe globale de repartition applicable dans une relation donnee et la répartir en parts terminales revenant aux administrations*) des pays terminaux et, s'il y a lieu, en parts de transit revenant aux administrations*) des pays de transit.

14 4. Dans le cas ou un accord du type de celui prevu au numéro **13** n'est pas realise, la taxe globale de repartition est determinee conformement aux dispositions des numeros **11** et **12.**

*) ou exploitation(s) privee(s) reconnue(s)

15 5. Quand une administration*) a acquis, par location ou par tout autre moyen, le droit d'utiliser une partie des circuits et/ou des installations d'une autre administration*), elle fixe la taxe de repartition conformément aux dispositions des numeros 11 et 12 pour l'utilisation de cette partie de la liaison. De même, aux termes des dispositions du numero 13, la part de la taxe globale de repartition pour la partie dont il s'agit revient a l'administration*) qui a acquis le droit d'utiliser les circuits et/ou les installations de l'autre administration*). Les mêmes dispositions s'appliquent quand plusieurs administrations*) ont acquis en commun le droit d'utiliser une partie des circuits et/ou des installations d'une autre administration*).

Article 7

Taxes de perception

16 1. Sous reserve de la législation nationale applicable, chaque administration*) fixe les taxes a percevoir sur les usagers. Ce faisant, les administrations*) devraient s'efforcer d'éviter une trop grande dissymetrie entre les taxes de perception applicables dans les deux sens d'une même relation.

17 2. La taxe a percevoir sur les usagers pour une communication devrait, en principe, être la même dans une relation donnée, quelle que soit la voie d'acheminement utilisee.

Article 8

Comptabilite[1])

18 1. Sauf accord special, l'administration*) responsable de la perception des taxes etablit un compte mensuel relatif a tous les montants dus et le transmet aux administrations*) interessees.

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*) ou exploitation(s) privee(s) reconnue(s)

1) Voir aussi l'Appendice 1.

19 2. Les comptes sont envoyés aussi rapidement que possible et en tout cas avant la fin du troisième mois suivant celui auquel ils se rapportent.

20 3. En principe. un compte est censé être accepté sans qu'il soit nécessaire d'en notifier explicitement l'acceptation à l'administration*) qui l'a présenté.

21 4. Cependant, toute administration*) a le droit de contester les éléments d'un compte pendant une période de deux mois à compter de sa date de réception, mais seulement dans la mesure nécessaire pour ramener les différences dans des limites mutuellement convenues.

22 5. Le paiement du solde relatif à un compte ne sera pas différé dans l'attente d'un accord au sujet d'une contestation relative à ce compte. Les ajustements admis après coup d'un commun accord seront inclus dans un compte ultérieur.

23 6. Dans les relations pour lesquelles il n'existe pas d'accord spécial, un décompte trimestriel indiquant les soldes des comptes mensuels pour la période à laquelle ce décompte se rapporte est établi aussi rapidement que possible par l'administration*) créancière et transmis en double exemplaire à l'administration*) débitrice laquelle, après vérification, renvoie l'un des exemplaires revêtu de son visa d'acceptation.

24 7. Les paiements sont effectués aussi rapidement que possible et en tout cas dans un délai maximum de six semaines après la date de réception du décompte trimestriel par l'administration*) débitrice. Passé ce délai, l'administration*) créancière a le droit d'exiger des intérêts à raison de 6% par an, à dater du lendemain du jour d'expiration dudit délai.

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*) ou exploitation(s) privée(s) reconnue(s)

DISPOSITIONS FINALES

Article 9

Dispositions complémentaires au Règlement

25 1. Le présent Règlement pourra, en exécution des dispositions de la Résolution N° 37 de la Conférence de plénipotentiaires de Montreux (1965) être complété par un Appendice supplémentaire faisant partie intégrante dudit Règlement et contenant, le cas échéant:

— toutes les dispositions que la Conférence administrative mondiale des radiocommunications maritimes de 1974 pourra juger nécessaire d'incorporer au présent Règlement;

— toutes les dispositions du Règlement des radiocommunications et du Règlement additionnel des radiocommunications (Revision de 1971) que ladite conférence pourra juger opportun de transférer;

— tout amendement à ces dispositions ou toute nouvelle disposition du Règlement des radiocommunications et du Règlement additionnel des radiocommunications qui seront adoptés par la Conférence administrative mondiale des radiocommunications maritimes de 1974.

26 2. Cependant, aucune clause ainsi transférée par la Conférence administrative mondiale des radiocommunications maritimes et incorporée à l'Appendice cité au numéro 25 ne saurait être interprétée comme amendant ou modifiant l'une quelconque des clauses du présent Règlement; en cas d'incompatibilité, le texte du Règlement l'emporte sur les dispositions de cette clause.

Article 10

Appendices

27 Le Règlement téléphonique est complété par les Appendices 1 et 2 qui en font partie intégrante.

Article 11

Mise en vigueur du Règlement

28 1. Le présent Règlement entrera en vigueur le 1er septembre 1974, à l'exception de l'Appendice éventuel cité au numéro **25**, lequel entrera en vigueur à une date que fixera la Conférence administrative mondiale des radiocommunications maritimes de 1974.

29 2. En signant le présent Règlement, les délégués respectifs déclarent que, si une administration formule des réserves au sujet de l'application d'une ou de plusieurs dispositions de ce Règlement, aucune autre administration n'est obligée d'observer la ou lesdites dispositions dans ses relations avec l'administration qui a formulé de telles réserves.

EN FOI DE QUOI, les délégués respectifs ont signé le présent Réglement en un exemplaire qui, avec l'Appendice cité au numéro **25**, restera déposé aux archives de l'Union internationale des télécommunications, laquelle en remettra une copie certifiée conforme à chacun des pays signataires.

Fait à Genève, le 11 avril 1973

(Suivent les mêmes signatures que pour le Règlement télégraphique)

APPENDICE 1

Paiement des soldes de comptes

En l'absence d'arrangements spéciaux entre administrations et/ou exploitations privées reconnues, les monnaies à utiliser pour le paiement des soldes de comptes internationaux des télécommunications — lesquels, conformément aux dispositions de la Convention internationale des télécommunications (Montreux, 1965), sont à exprimer en francs-or — ainsi que les règles de conversion de ces monnaies, doivent être les suivantes:

1. Le paiement des soldes de comptes internationaux de télécommunications est effectué dans la monnaie choisie par le créancier après consultation du débiteur. En cas de désaccord, le choix du créancier doit prévaloir dans tous les cas, sous réserve des dispositions du paragraphe 6.1. Si le créancier ne spécifie pas une monnaie particulière, le choix appartient au débiteur.

2. Le montant du paiement, tel qu'il est déterminé ci-après dans la monnaie choisie, doit avoir une valeur équivalente à celle du solde du compte.

3. Si le solde de compte est exprimé en francs-or, le montant de la monnaie choisie, qui est équivalent en valeur à ce solde, est déterminé par le rapport en vigueur la veille du paiement entre la parité du franc-or et:

a) la parité-or de la monnaie choisie, approuvée par le Fonds monétaire international (ci-après désigné par le sigle F.M.I.). Si toutefois un taux central de la monnaie choisie a été fixé en vertu d'une décision du Conseil d'administration du F.M.I. postérieurement à l'approbation de la parité-or de cette monnaie par le F.M.I., la valeur-or de ce taux central doit être utilisée pour déterminer la valeur équivalente (voir la Note, page 72);

b) ou la parité-or de la monnaie choisie, fixée unilatéralement par le gouvernement ou par une institution officielle d'émission du pays intéressé (ci-après désignée par l'expression "fixée unilatéralement"). Si toutefois un taux central de la monnaie choisie à été fixé unilatéralement postérieurement à la fixation unilatérale d'une parité-or, la valeur-or de ce taux central doit être utilisée pour déterminer la valeur équivalente (voir la Note, page 72).

3.1 Si la monnaie choisie ne répond pas aux dispositions du paragraphe 3 ci-dessus ou si les limites reconnues par les Statuts du F.M.I. ou par les décisions de son Conseil d'administration (paragraphe 3 a)) ou fixées antérieurement par le gouvernement ou par une institution d'émission du pays intéressé (paragraphe 3 b)) ne sont pas observées, la valeur équivalente de cette monnaie est calculée sur la base du cours pratiqué sur le marché officiel des changes ou sur le marché normalement admis, dans les conditions prévues au paragraphe 6 par référence à une autre monnaie qui répond elle-même aux dispositions du paragraphe 3.

4. Si le solde de compte est exprimé en une monnaie autre que le franc-or et si la monnaie choisie est la même que celle dans laquelle le solde de compte est exprimé, le montant du paiement est le montant du solde de compte.

5. Si le solde de compte est exprimé en une monnaie autre que le franc-or et si la monnaie choisie pour le paiement est différente de celle dans laquelle le solde est exprimé, le montant de la monnaie choisie pour le paiement est déterminé sur la base de la valeur-or de la monnaie du solde de compte par rapport à la valeur-or de la monnaie choisie, en se référant à leurs valeurs respectives déterminées dans les conditions indiquées au paragraphe 3.

5.1 Si, pour l'une ou l'autre ou pour les deux monnaies mentionnées au paragraphe 5, il n'existe pas de parité ou de valeur telle que celle indiquée au paragraphe 3, ou si les limites reconnues par les Statuts du F.M.I. ou par les décisions de son Conseil d'administration, ou fixées antérieurement par le gouvernement ou par l'institution d'émission du pays intéressé ne sont pas observées, la valeur équivalente d'une monnaie par rapport à l'autre est calculée sur la base du cours pratiqué sur le marché officiel des changes ou sur le marché normalement admis, dans les conditions prévues au paragraphe 6.

6. Pour déterminer l'équivalent d'une monnaie sur le marché officiel des changes ou sur le marché normalement admis dont il est fait mention aux paragraphes 3.1 et 5.1, il convient de se fonder sur le cours de clôture applicable dans la majorité des transactions commerciales, pour remise immédiate par avis télégraphique, au marché officiel des changes ou au marché normalement admis dans le principal centre financier du pays débiteur la veille du paiement, ou sur le taux le plus récent.

6.1 Si le créancier choisit une monnaie à parité-or ou taux central fixés unilatéralement ou une monnaie dont la valeur équivalente doit être déterminée sur la base d'une monnaie à parité-or ou taux central fixés unilatéralement, l'emploi de la monnaie choisie doit être acceptable par le débiteur.

7. A la date du paiement, le débiteur doit transmettre le montant de monnaie choisie calculé comme indiqué plus haut, par un chèque bancaire, un virement ou tout autre moyen acceptable par le débiteur et par le créancier. Si le créancier n'émet pas de préférence, le choix appartient au débiteur.

8. Les administrations ou exploitations privées reconnues peuvent, par accord mutuel, régler par compensation leurs soldes de toute nature, à leur crédit et à leur débit, dans leurs relations avec d'autres administrations et/ou exploitations privées reconnues sous réserve que les délais de paiement soient observés. La compensation peut être étendue par accord mutuel aux créances des services postaux quand les deux administrations ou exploitations privées reconnues assurent les services postaux et de télécommunications.

9. Les frais de paiement (droits, frais de clearing, provisions, commissions, etc.) supportés dans le pays débiteur, sont à la charge du débiteur. Les frais supportés dans le pays créancier, y compris les frais de paiement prélevés par les banques intermédiaires dans les pays tiers, sont à la charge du créancier.

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10. Si, pendant la période comprise entre l'envoi du moyen de paiement (chèque, etc.) et le moment de la réception de ce dernier par le créancier, il se produit une variation de la valeur équivalente de la monnaie choisie, calculée comme indiqué aux paragraphes 3, 3.1, 5, 5.1 ou 6, et si la différence résultant de cette variation dépasse 5% de la valeur de la somme due (calculée à la suite de ladite variation), la différence totale est partagée par moitié entre le débiteur et le créancier.

11. S'il se produit un changement fondamental du système monétaire international (par exemple, modification générale substantielle du prix officiel de l'or, abandon de l'or comme base de référence générale pour les monnaies) ayant pour effet de rendre inopérantes ou impropres les dispositions prévues dans un ou plusieurs des paragraphes ci-dessus, les administrations et exploitations privées reconnues ont toute latitude pour adopter, en vertu d'accords réciproques, des dispositions différentes pour le paiement des soldes de comptes, en attendant la révision du présent Appendice.

Note: Lorsque le taux central est exprimé par rapport à la monnaie d'un autre pays membre du F.M.I. (cette dernière monnaie étant appelée ci-après "l'autre monnaie"), le montant en monnaie choisie est déterminé dans un premier temps par application au montant exprimé en francs-or de la parité (approuvée par le F.M.I.) de l'autre monnaie, puis dans un second temps en convertissant dans la monnaie choisie le résultat ainsi obtenu. Dans le cas où il n'existe pas pour l'autre monnaie de parité en vigueur approuvée par le F.M.I., les dispositions du paragraphe 6 doivent être appliquées.

APPENDICE 2

SECRETARIAT GENERAL
COMMUNICATIONS RECIPROQUES

Relations des administrations entre elles par l'intermédiaire du Secrétariat général

1. Le Secrétariat général publie les renseignements et statistiques qui se rapportent aux services internationaux, conformément aux accords conclus entre administrations et/ou exploitations privées reconnues et aux résolutions des conférences administratives compétentes, et en tenant compte des Avis des Comités consultatifs.

2. Les administrations*) notifient au Secrétariat général toutes les additions, modifications ou suppressions à apporter aux renseignements et statistiques mentionnés ci-dessus. Dans la mesure du possible, les amendements à apporter aux documents en cause sont communiqués dans la forme requise pour ces documents. Pour les statistiques et autres renseignements qui doivent être présentés sous forme de tableaux, des questionnaires seront transmis aux administrations*).

3. Les administrations*) doivent répondre d'une manière rapide et complète aux demandes du secrétaire général portant sur des renseignements à inclure dans les documents dont il s'agit.

*) ou exploitation(s) privée(s) reconnue(s)

Protocole final

Au moment de signer les Actes finals de la Conférence administrative mondiale télégraphique et téléphonique (Genève, 1973), les délégués soussignés prennent acte des déclarations suivantes qui font partie des Actes finals de la Conférence:

I
(Règlement télégraphique)

Pour les Etats-Unis d'Amérique

1. Les Etats-Unis d'Amérique déclarent formellement que, par la signature du Règlement télégraphique (Révision de Genève, 1973) faite en leur nom, ou par la ratification de ce Règlement, les Etats-Unis d'Amérique n'acceptent aucune obligation au sujet de l'application d'une disposition quelconque du Règlement au service intérieur des Etats-Unis, en ce qui concerne le service télégraphique entre les Etats-Unis, d'une part, le Canada, le Mexique et les Iles Saint-Pierre et Miquelon, d'autre part, et les tarifs applicables à un tel service.

2. Les Etats-Unis d'Amérique déclarent formellement que les Etats-Unis d'Amérique n'acceptent aucune obligation au sujet de l'application d'une disposition quelconque du Règlement télégraphique (Révision de Genève, 1973) au service sur des voies de télécommunications autres que les voies ouvertes à la correspondance publique.

II

(Règlement téléphonique)

Pour les Etats-Unis d'Amérique

1. Les Etats-Unis d'Amérique déclarent formellement que, par la signature du Règlement téléphonique (Révision de Genève, 1973) faite en leur nom, ou par la ratification de ce Règlement, les Etats-Unis d'Amérique n'acceptent aucune obligation au sujet de l'application d'une disposition quelconque du Règlement au service intérieur des Etats-Unis, en ce qui concerne le service téléphonique entre les Etats-Unis, d'une part, le Canada, le Mexique et les Iles Saint-Pierre et Miquelon, d'autre part, et les tarifs applicables à un tel service.

2. Les Etats-Unis d'Amérique déclarent formellement que les Etats-Unis d'Amérique n'acceptent aucune obligation au sujet de l'application d'une disposition quelconque du Règlement téléphonique (Révision de Genève, 1973) au service sur des voies de télécommunications autres que les voies ouvertes à la correspondance publique.

III

(Règlements télégraphique et téléphonique)

Pour l'Algérie (République Algérienne Démocratique et Populaire)

En signant les Actes finals de la Conférence administrative mondiale télégraphique et téléphonique (Genève, 1973), la délégation de la République Algérienne Démocratique et Populaire déclare réserver le droit de son pays de prendre toutes mesures qu'il jugera nécessaires pour protéger ses intérêts au cas où certains pays n'observeraient pas les dispositions des Réglements télégraphique et téléphonique.

IV

(Règlement télégraphique et téléphonique)

Pour la Jamaïque

En signant les Actes finals de la Conférence administrative mondiale télégraphique et téléphonique (Genève, 1973), la délégation de la Jamaïque réserve le droit de son administration d'accepter ou de refuser, en totalité ou en partie, les dispositions des Règlements télégraphique et téléphonique.

V

(Règlements télégraphique et téléphonique)

Pour la République Arabe Libyenne

La signature par la délégation libyenne des Actes finals (Règlement télégraphique, Règlement téléphonique, Protocole final) de la Conférence administrative mondiale télégraphique et téléphonique (Genève, 1973) est sujette à l'approbation du Gouvernement de la République Arabe Libyenne, ainsi que cela est indiqué dans les pouvoirs de ladite délégation.

VI

(Règlements télégraphique et téléphonique)

Pour le Mexique

En signant le Règlement télégraphique et le Règlement téléphonique, le Mexique se réserve le droit d'appliquer les Avis du C.C.I.T.T. dans la mesure où ils permettent de résoudre tant les problèmes internationaux de caractère universel que les problèmes régionaux.

VII

(Règlements télégraphique et téléphonique)

Pour la République Socialiste de Roumanie

La délégation roumaine, en procédant à la signature des Actes finals de la présente Conférence administrative mondiale télégraphique et téléphonique, c'est-à-dire du Règlement télégraphique, du Règlement téléphonique et du Protocole final, déclare qu'elle signe ces Actes sous la réserve de leur approbation ultérieure par le Gouvernement de la République Socialiste de Roumanie.

VIII

(Règlements télégraphique et téléphonique)

Pour la République Démocratique Somalie

En signant les Actes finals de la Conférence administrative mondiale télégraphique et téléphonique (Genève, 1973), la délégation de la République Démocratique Somalie déclare que son Gouvernement se réserve le droit de prendre toutes mesures qu'il estimera nécessaires pour protéger ses intérêts si un pays quelconque ne respecte pas les dispositions des Règlements télégraphique et téléphonique adoptés par ladite Conférence.

IX

(Règlements télégraphique et téléphonique)

Pour la République Démocratique du Soudan

En signant les Actes finals de la Conférence administrative mondiale télégraphique et téléphonique (Genève, 1973), la délégation de la République Démocratique du Soudan déclare que son Gouvernement se réserve le droit de prendre toutes mesures qu'il estimera nécessaires pour protéger ses intérêts si un pays quelconque ne respecte pas les dispositions des Règlements télégraphique et téléphonique adoptés par ladite Conférence.

X

Pour la République Socialiste Soviétique de Biélorussie,
la République Populaire de Bulgarie,
la République Populaire Hongroise,
la République Populaire de Pologne,
la République Démocratique Allemande,
la République Socialiste Soviétique de l'Ukraine,
la République Socialiste Tchécoslovaque
l'Union des Républiques Socialistes Soviétiques

La République Socialiste Soviétique de Biélorussie, la République Populaire de Bulgarie, la République Populaire Hongroise, la République Populaire de Pologne, la République Démocratique Allemande, la République Socialiste Soviétique de l'Ukraine, la République Socialiste Tchécoslovaque, l'Union des Républiques Socialistes Soviétiques déclarent que les délégués de l'Administration de Saïgon ne représentent pas le Viet-Nam du Sud car, au Viet-Nam du Sud, il existe deux zones et deux administrations: le Gouvernement révolutionnaire provisoire de la République du Viet-Nam du Sud et l'Administration de Saïgon.

En conséquence, la signature des Actes finals par les délégués de l'Administration de Saïgon ne peut pas être considérée comme la signature au nom du Viet-Nam du Sud..

XI

Pour la République Populaire de Chine

1. L'Accord de Paris sur le Viet-Nam reconnaît en fait l'existence, au Viet-Nam du Sud, de deux administrations: le Gouvernement révolutionnaire provisoire de la République du Viet-Nam du Sud et les autorités de Saïgon. Dans le contexte politique actuel, il n'est pas normal que les autorités de Saïgon soient représentées unilatéralement aux réunions de l'U.I.T. Nous exprimons donc nos regrets.

Les signatures apposées par les représentants des autorités de Saïgon au bas des Règlements télégraphique et téléphonique sont donc nulles et non avenues.

2. Les dirigeants blancs d'Afrique du Sud, qui imposent la loi coloniale au peuple sud-africain, ne sont en aucune façon qualifiés pour participer aux reunions de l'U.I.T au nom de ce peuple. Il est donc illégal qu'ils signent les Reglements télegraphique et téléphonique.

XII

Pour la Republique Populaire d'Albanie

1. La délegation de la Republique Populaire d'Albanie proteste contre la presence a cette conférence de la délégation de la soi-disant Republique du Viet-Nam, parce que cette déiégation ne represente pas le peuple vietnamien.

2. La délégation de la Republique Populaire d'Albanie tient à déclarer qu'elle considère nulle et non avenue les pleins pouvoirs emanant du Gouvernement raciste de l'Afrique du Sud.

XIII

Pour la République Socialiste de Roumanie

1. La délegation de la Republique Socialiste de Roumanie déclare que l'Administration de Saïgon ne peut pas representer le Viet-Nam du Sud aux travaux de la Conférence administrative mondiale télégraphique et téléphonique. En consequence, la délégation roumaine considère la signature des Actes de ladite Conférence par les representants des autorites de Saïgon comme nulle et non avenue.

2. La délegation de la Republique Socialiste de Roumanie considère en même temps que la délégation de la Republique de l'Afrique du Sud ne represente pas les interêts du peuple sud-africain et par conséquent ne peut pas agir au nom de celui-ci.

XIV

Pour la Republique Socialiste Federative de Yougoslavie

Au nom de la délegation de la Republique Socialiste Féderative de Yougoslavie, il est declare que la délegation du Viet-Nam n'a pas le droit de signer les Actes finals de cette conférence au nom du Viet-Nam tout entier.

XV

Pour la Republique du Viet-Nam

1. La délegation de la Republique du Viet-Nam rejette categoriquement les declarations tendancieuses faites par certaines délégations et déplore l'usage abusif de la Conférence administrative mondiale télégraphique et téléphonique par ces délegations a des fins politiques et de propagande.

2. La délégation de la Republique du Viet-Nam réitere la déclaration qu'elle a faite a la Commission de verification des pouvoirs et considère les déclarations des délégations susmentionnees comme nulles et non avenues.

XVI

Pour l'Algerie (Republique Algerienne Democratique et Populaire), la Republique Unie du Cameroun, la Republique Centrafricaine, la Republique Populaire du Congo, la Republique du Dahomey, l'Ethiopie, le Kenya, la Republique Arabe Libyenne, la Republique Malgache, la Republique du Mali, le Royaume du Maroc, la Republique Féderale de Nigeria, l'Ouganda, la Republique du Senegal, la Republique Democratique Somalie, la Republique Democratique du Soudan, la Republique Unie de Tanzanie, la Republique Togolaise, la Tunisie,

Les délegations ci-dessus considèrent que la délégation ici presente au nom de la Republique Sudafricaine ne represente pas les intérêts du peuple sud-africain. Elle ne peut ainsi agir au nom de celui-ci.

En consequence, il est illegal qu'elle signe les Actes finals de la Conférence administrative mondiale télégraphique et téléphonique.

XVII

Pour la République Socialiste Soviétique de Biélorussie,
la République Populaire de Bulgarie,
la Republique Populaire Hongroise,
la Republique Populaire de Pologne,
la République Démocratique Allemande
la République Socialiste Soviétique de l'Ukraine,
la Republique Socialiste Tchécoslovaque,
l'Union des Républiques Socialistes Soviétiques

Les délégations ci-dessus appuient sans réserve la déclaration du groupe des pays africains relative a la condamnation de la politique raciste de la Republique Sudafricaine et a l'illégalite de la participation de la délégation de la Republique Sudafricaine aux travaux de la Conférence.

EN FOI DE QUOI, les délégues respectifs ont signe ce Protocole final en un exemplaire et en chacune des langues anglaise, chinoise, espagnole, française et russe. Ce Protocole restera déposé aux archives de l'Union internationale des télécommunications, laquelle en remettra une copie à chacun des pays signataires.

Fait a Genève, le 11 avril 1973.

(Suivent les mêmes signatures que pour le Reglement télégraphique)

MULTILATERAL

International Regulations for Preventing Collisions at Sea, 1972

Convention done at London October 20, 1972, as rectified by the proces-verbal of December 1, 1973; [1]
Ratification of the convention, as rectified, advised by the Senate of the United States of America October 28, 1975;
Convention, as rectified, accepted by the President of the United States of America December 12, 1975;
Acceptance of the United States of America deposited with the Inter-Governmental Maritime Consultative Organization November 23, 1976;
Proclaimed by the President of the United States of America January 19, 1977;
Date of entry into force July 15, 1977.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention on the International Regulations for Preventing Collisions at Sea, 1972, done at London, October 20, 1972, as rectified by the Proces-Verbal of December 1, 1973, a certified copy of which Convention, in the English and French languages, is hereto annexed;

The Senate of the United States of America by its resolution of October 28, 1975, two-thirds of the Senators present concurring therein, gave its advice and consent to the Convention as rectified by the Proces-Verbal,

The Convention as rectified was duly accepted by the President of the United States of America on December 12, 1975, in pursuance of the advice and consent of the Senate;

The United States of America deposited its instrument of acceptance on November 23, 1976, in accordance with the provisions of Article IV of the Convention,

[1] The text of the convention which appears herein incorporates the corrections set forth in the proces-verbal.

The Convention as rectified will enter into force for the United States of America on July 15, 1977,

NOW, THEREFORE, I, Gerald R. Ford, President of the United States of America, proclaim and make public the Convention as rectified, to the end that it shall be observed and fulfilled with good faith on and after July 15, 1977, 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 nineteenth day of January in the year of our Lord one thousand nine hundred seventy-
[SEAL] seven and of the Independence of the United States of America the two hundred first.

GERALD R. FORD

By the President:
HENRY A. KISSINGER
Secretary of State

TIAS 8587

CONVENTION ON THE INTERNATIONAL REGULATIONS
FOR PREVENTING COLLISIONS AT SEA, 1972

The Parties to the present Convention,

DESIRING to maintain a high level of safety at sea,

MINDFUL of the need to revise and bring up to date the International Regulations for Preventing Collisions at Sea annexed to the Final Act of the International Conference on Safety of Life at Sea, 1960, [1]

HAVING CONSIDERED those Regulations in the light of developments since they were approved,

HAVE AGREED as follows:

ARTICLE I

General Obligations

The Parties to the present Convention undertake to give effect to the Rules and other Annexes constituting the International Regulations for Preventing Collisions at Sea, 1972, (hereinafter referred to as "the Regulations") attached hereto.

ARTICLE II

Signature, Ratification, Acceptance, Approval and Accession

1. The present Convention shall remain open for signature until 1 June 1973 and shall thereafter remain open for accession.

2. States Members of the United Nations, or of any of the Specialized Agencies, or the International Atomic Energy Agency, or Parties to the Statute of the International Court of Justice may become Parties to this Convention by:

(a) signature without reservation as to ratification, acceptance or approval;

[1] TIAS 5813, 16 UST 794.

(b) signature subject to ratification, acceptance or approval followed by ratification, acceptance or approval; or

(c) accession.

3. Ratification, acceptance, approval or accession shall be effected by the deposit of an instrument to that effect with the Inter-Governmental Maritime Consultative Organization (hereinafter referred to as "the Organization") which shall inform the Governments of States that have signed or acceded to the present Convention of the deposit of each instrument and of the date of its deposit.

ARTICLE III

Territorial Application

1. The United Nations in cases where they are the administering authority for a territory or any Contracting Party responsible for the international relations of a territory may at any time by notification in writing to the Secretary-General of the Organization (hereinafter referred to as "the Secretary-General"), extend the application of this Convention to such a territory.

2. The present Convention shall, upon the date of receipt of the notification or from such other date as may be specified in the notification, extend to the territory named therein.

3. Any notification made in accordance with paragraph 1 of this Article may be withdrawn in respect of any territory mentioned in that notification and the extension of this Convention to that territory shall cease to apply after one year or such longer period as may be specified at the time of the withdrawal.

4. The Secretary-General shall inform all Contracting Parties of the notification of any extension or withdrawal of any extension communicated under this Article.

ARTICLE IV

Entry into force

1. (a) The present Convention shall enter into force twelve months after the date on which at least 15 States, the aggregate of whose merchant fleets constitutes not less than 65 per cent by number or by tonnage of the world fleet of vessels of 100 gross tons and over have become Parties to it, whichever is achieved first.

(b) Notwithstanding the provisions in sub-paragraph (a) of this paragraph, the present Convention shall not enter into force before 1 January 1976.

2. Entry into force for States which ratify, accept, approve or accede to this Convention in accordance with Article II after the conditions prescribed in sub-paragraph 1(a) have been met and before the Convention enters into force, shall be on the date of entry into force of the Convention.

3. Entry into force for States which ratify, accept, approve or accede after the date on which this Convention enters into force, shall be on the date of deposit of an instrument in accordance with Article II.

4. After the date of entry into force of an amendment to this Convention in accordance with paragraph 4 of Article VI, any ratification, acceptance, approval or accession shall apply to the Convention as amended.

5. On the date of entry into force of this Convention, the Regulations replace and abrogate the International Regulations for Preventing Collisions at Sea, 1960.

6. The Secretary-General shall inform the Governments of States that have signed or acceded to this Convention of the date of its entry into force.

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ARTICLE V

Revision Conference

1. A Conference for the purpose of revising this Convention or the Regulations or both may be convened by the Organization.

2. The Organization shall convene a Conference of Contracting Parties for the purpose of revising this Convention or the Regulations or both at the request of not less than one-third of the Contracting Parties.

ARTICLE VI

Amendments to the Regulations

1. Any amendment to the Regulations proposed by a Contracting Party shall be considered in the Organization at the request of that Party.

2. If adopted by a two-thirds majority of those present and voting in the Maritime Safety Committee of the Organization, such amendment shall be communicated to all Contracting Parties and Members of the Organization at least six months prior to its consideration by the Assembly of the Organization. Any Contracting Party which is not a Member of the Organization shall be entitled to participate when the amendment is considered by the Assembly.

3. If adopted by a two-thirds majority of those present and voting in the Assembly, the amendment shall be communicated by the Secretary-General to all Contracting Parties for their acceptance.

4. Such an amendment shall enter into force on a date to be determined by the Assembly at the time of its adoption unless, by a prior date determined by the Assembly at the same time, more than one-third of the Contracting Parties notify the Organization of their objection to the amendment. Determination by the

Assembly of the dates referred to in this paragraph shall be by a two-thirds majority of those present and voting.

5. On entry into force any amendment shall, for all Contracting Parties which have not objected to the amendment, replace and supersede any previous provision to which the amendment refers.

6. The Secretary-General shall inform all Contracting Parties and Members of the Organization of any request and communication under this Article and the date on which any amendment enters into force.

ARTICLE VII

Denunciation

1. The present Convention may be denounced by a Contracting Party at any time after the expiry of five years from the date on which the Convention entered into force for that Party.

2. Denunciation shall be effected by the deposit of an instrument with the Organization. The Secretary-General shall inform all other Contracting Parties of the receipt of the instrument of denunciation and of the date of its deposit.

3. A denunciation shall take effect one year, or such longer period as may be specified in the instrument, after its deposit.

ARTICLE VIII

Deposit and Registration

1. The present Convention and the Regulations shall be deposited with the Organization, and the Secretary-General shall transmit certified true copies thereof to all Governments of States that have signed this Convention or acceded to it.

2. When the present Convention enters into force, the text shall be transmitted by the Secretary-General to the Secretariat of the United Nations for registration and publication in accordance with Article 102 of the Charter of the United Nations [1]

ARTICLE IX

Languages

The present Convention is established, together with the Regulations, in a single copy in the English and French languages, both texts being equally authentic. Official translations in the Russian and Spanish languages shall be prepared and deposited with the signed original.

IN WITNESS WHEREOF the undersigned being duly authorized by their respective Governments for that purpose have signed the present Convention.

DONE AT LONDON this twentieth day of October one thousand nine hundred and seventy-two.

[1] TS 993, 59 Stat. 1052.

INTERNATIONAL REGULATIONS FOR
PREVENTING COLLISIONS AT SEA, 1972

PART A - GENERAL

RULE 1

Application

(a) These Rules shall apply to all vessels upon the high seas and in all waters connected therewith navigable by seagoing vessels.

(b) Nothing in these Rules shall interfere with the operation of special rules made by an appropriate authority for roadsteads, harbours, rivers, lakes or inland waterways connected with the high seas and navigable by seagoing vessels. Such special rules shall conform as closely as possible to these Rules.

(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 or whistle signals for ships of war and vessels proceeding under convoy, or with respect to additional station or signal lights for fishing vessels engaged in fishing as a fleet. These additional station or signal lights or whistle signals shall, so far as possible, be such that they cannot be mistaken for any light or signal authorized elsewhere under these Rules.

(d) Traffic separation schemes may be adopted by the Organization for the purpose of these Rules.

(e) Whenever the Government concerned shall have determined that a vessel of special construction or purpose cannot comply fully with the provisions of

any of these Rules with respect to the number, position, range or arc of visibility of lights or shapes, as well as to the disposition and characteristics of sound-signalling appliances, without interfering with the special function of the vessel, such vessel shall comply with such other provisions in regard to the number, position, range or arc of visibility of lights or shapes, as well as to the disposition and characteristics of sound-signalling appliances, as her Government shall have determined to be the closest possible compliance with these Rules in respect to that vessel.

RULE 2

Responsibility

(a) Nothing in these Rules shall exonerate any vessel, or the owner, master or crew thereof, from the consequences of any neglect to comply with these Rules or of the neglect of any precaution which may be required by the ordinary practice of seamen, or by the special circumstances of the case.

(b) In construing and complying with these Rules due regard shall be had to all dangers of navigation and collision and to any special circumstances, including the limitations of the vessels involved, which may make a departure from these Rules necessary to avoid immediate danger.

RULE 3

General Definitions

For the purpose of these Rules, except where the context otherwise requires:

(a) The word "vessel" includes every description of water craft, including non-displacement craft and seaplanes, used or capable of being used as a means of transportation on water.

(b) The term "power-driven vessel" means any vessel propelled by machinery.

(c) The term "sailing vessel" means any vessel under sail provided that propelling machinery, if fitted, is not being used.

(d) The term "vessel engaged in fishing" means any vessel fishing with nets, lines, trawls or other fishing apparatus which restrict manoeuvrability, but does not include a vessel fishing with trolling lines or other fishing apparatus which do not restrict manoeuvrability.

(e) The word "seaplane" includes any aircraft designed to manoeuvre on the water.

(f) The term "vessel not under command" means a vessel which through some exceptional circumstance is unable to manoeuvre as required by these Rules and is therefore unable to keep out of the way of another vessel.

(g) The term "vessel restricted in her ability to manoeuvre" means a vessel which from the nature of her work is restricted in her ability to manoeuvre as required by these Rules and is therefore unable to keep out of the way of another vessel.

The following vessels shall be regarded as vessels restricted in their ability to manoeuvre:

(i) a vessel engaged in laying, servicing or picking up a navigation mark, submarine cable or pipeline;

(ii) a vessel engaged in dredging, surveying or underwater operations;

(iii) a vessel engaged in replenishment or transferring persons, provisions or cargo while underway;

(iv) a vessel engaged in the launching or recovery of aircraft;

(v) a vessel engaged in minesweeping operations;

(vi) a vessel engaged in a towing operation such as severly restricts the towing vessel and her tow in their ability to deviate from their course.

(h) The term "vessel constrained by her draught" means a power-driven vessel which because of her draught in relation to the available depth of water is severely restricted in her ability to deviate from the course she is following.

(i) The word "underway" means that a vessel is not at anchor, or made fast to the shore, or aground.

(j) The words "length" and "breadth" of a vessel mean her length overall and greatest breadth.

(k) Vessels shall be deemed to be in sight of one another only when one can be observed visually from the other.

(l) The term "restricted visibility" means any condition in which visibility is restricted by fog, mist, falling snow, heavy rainstorms, sandstorms or any other similar causes.

PART B - STEERING AND SAILING RULES

SECTION I - CONDUCT OF VESSELS IN ANY CONDITION OF VISIBILITY

RULE 4

Application

Rules in this Section apply in any condition of visibility.

RULE 5

Look-out

Every vessel shall at all times maintain a proper look-out by sight and hearing as well as by all available means appropriate in the prevailing circumstances and conditions so as to make a full appraisal of the situation and of the risk of collision.

RULE 6

Safe speed

Every vessel shall at all times proceed at a safe speed so that she can take proper and effective action to avoid collision and be stopped within a distance appropriate to the prevailing circumstances and conditions.

In determining a safe speed the following factors shall be among those taken into account:

(a) By all vessels:

(i) the state of visibility;

(ii) the traffic density including concentrations of fishing vessels or any other vessels;

(iii) the manoeuvrability of the vessel with special reference to stopping distance and turning ability in the prevailing conditions;

(iv) at night the presence of background light such as from shore lights or from back scatter of her own lights;

(v) the state of wind, sea and current, and the proximity of navigational hazards;

(vi) the draught in relation to the available depth of water.

(b) Additionally, by vessels with operational radar:

(i) the characteristics, efficiency and limitations of the radar equipment;

(ii) any constraints imposed by the radar range scale in use;

(iii) the effect on radar detection of the sea state, weather and other sources of interference;

(iv) the possibility that small vessels, ice and other floating objects may not be detected by radar at an adequate range;

(v) the number, location and movement of vessels detected by radar;

(vi) the more exact assessment of the visibility that may be possible when radar is used to determine the range of vessels or other objects in the vicinity.

RULE 7

Risk of Collision

(a) Every vessel shall use all available means appropriate to the prevailing circumstances and conditions to determine if risk of collision exists. If there is any doubt such risk shall be deemed to exist.

(b) Proper use shall be made of radar equipment if fitted and operational, including long-range scanning to obtain early warning of risk of collision and radar plotting or equivalent systematic observation of detected objects.

(c) Assumptions shall not be made on the basis of scanty information, especially scanty radar information.

(d) In determining if risk of collision exists the following considerations shall be among those taken into account:

(i) such risk shall be deemed to exist if the compass bearing of an approaching vessel does not appreciably change;

(ii) such risk may sometimes exist even when an appreciable bearing change is evident, particularly when approaching a very large vessel or a tow or when approaching a vessel at close range.

RULE 8

Action to avoid collision

(a) Any action taken to avoid collision shall, if the circumstances of the case admit, be positive, made in ample time and with due regard to the observance of good seamanship.

(b) Any alteration of course and/or speed to avoid collision shall, if the circumstances of the case admit, be large enough to be readily apparent to another vessel observing visually or by radar; a succession of small alterations of course and/or speed should be avoided.

(c) If there is sufficient sea room, alteration of course alone may be the most effective action to avoid a close-quarters situation provided that it is made in good time, is substantial and does not result in another close-quarters situation.

(d) Action taken to avoid collision with another vessel shall be such as to result in passing at a safe distance. The effectiveness of the action shall be carefully checked until the other vessel is finally past and clear.

(e) If necessary to avoid collision or allow more time to assess the situation, a vessel shall slacken her speed or take all way off by stopping or reversing her means of propulsion.

RULE 9

Narrow channels

(a) A vessel proceeding along the course of a narrow channel or fairway shall keep as near to the outer limit of the channel or fairway which lies on her starboard side as is safe and practicable.

(b) A vessel of less than 20 metres in length or a sailing vessel shall not impede the passage of a vessel which can safely navigate only within a narrow channel or fairway.

(c) A vessel engaged in fishing shall not impede the passage of any other vessel navigating within a narrow channel or fairway.

(d) A vessel shall not cross a narrow channel or fairway if such crossing impedes the passage of a vessel which can safely navigate only within such channel or fairway. The latter vessel may use the sound signal prescribed in Rule 34(d) if in doubt as to the intention of the crossing vessel.

(e) (i) In a narrow channel or fairway when overtaking can take place only if the vessel to be overtaken has to take action to permit safe passing, the vessel intending to overtake shall indicate her intention by sounding the appropriate signal prescribed in Rule 34(c)(i). The vessel to be overtaken shall, if in agreement, sound the appropriate signal prescribed in Rule 34(c)(ii) and take steps to permit safe passing. If in doubt she may sound the signals prescribed in Rule 34(d).

(ii) This Rule does not relieve the overtaking vessel of her obligation under Rule 13.

(f) A vessel nearing a bend or an area of a narrow channel or fairway where other vessels may be obscured by an

intervening obstruction shall navigate with particular alertness and caution and shall sound the appropriate signal prescribed in Rule 34(e).

(g) Any vessel shall, if the circumstances of the case admit, avoid anchoring in a narrow channel.

RULE 10

Traffic separation schemes

(a) This Rule applies to traffic separation schemes adopted by the Organization.

(b) A vessel using a traffic separation scheme shall:

(i) proceed in the appropriate traffic lane in the general direction of traffic flow for that lane;

(ii) so far as practicable keep clear of a traffic separation line or separation zone;

(iii) normally join or leave a traffic lane at the termination of the lane, but when joining or leaving from the side shall do so at as small an angle to the general direction of traffic flow as practicable.

(c) A vessel shall so far as practicable avoid crossing traffic lanes, but if obliged to do so shall cross as nearly as practicable at right angles to the general direction of traffic flow.

(d) Inshore traffic zones shall not normally be used by through traffic which can safely use the appropriate traffic lane within the adjacent traffic separation scheme.

(e) A vessel, other than a crossing vessel, shall not normally enter a separation zone or cross a separation line except:

(i) in cases of emergency to avoid immediate danger;

(ii) to engage in fishing within a separation zone.

(f) A vessel navigating in areas near the terminations of traffic separation schemes shall do so with particular caution.

(g) A vessel shall so far as practicable avoid anchoring in a traffic separation scheme or in areas near its terminations.

(h) A vessel not using a traffic separation scheme shall avoid it by as wide a margin as is practicable.

(i) A vessel engaged in fishing shall not impede the passage of any vessel following a traffic lane.

(j) A vessel of less than 20 metres in length or a sailing vessel shall not impede the safe passage of a power-driven vessel following a traffic lane.

SECTION II - CONDUCT OF VESSELS IN SIGHT OF ONE ANOTHER

RULE 11

Application

Rules in this Section apply to vessels in sight of one another.

RULE 12

Sailing vessels

(a) When two sailing vessels are approaching one another, so as to involve risk of collision, one of them shall keep out of the way of the other as follows:

(i) when each has the wind on a different side, the vessel which has the wind on the port side shall keep out of the way of the other;

(ii) when both have the wind on the same side, the vessel which is to windward shall keep out of the way of the vessel which is to leeward;

(iii) if a vessel with the wind on the port side sees a vessel to windward and cannot determine with certainty whether the other vessel has the wind on the port or on the starboard side, she shall keep out of the way of the other.

(b) For the purposes of this Rule the windward side shall be deemed to be the side opposite to that on which the mainsail is carried or, in the case of a square-rigged vessel, the side opposite to that on which the largest fore-and-aft sail is carried.

RULE 13

Overtaking

(a) Notwithstanding anything contained in the Rules of this Section any vessel overtaking any other shall keep out of the way of the vessel being overtaken.

(b) A vessel shall be deemed to be overtaking when coming up with another vessel from a direction more than 22.5 degrees abaft her beam, that is, in such a position with reference to the vessel she is overtaking, that at night she would be able to see only the sternlight of that vessel but neither of her sidelights.

(c) When a vessel is in any doubt as to whether she is overtaking another, she shall assume that this is the case and act accordingly.

(d) Any subsequent alteration of the bearing between the two vessels shall not make the overtaking vessel a crossing vessel within the meaning of these Rules or relieve her of the duty of keeping clear of the overtaken vessel until she is finally past and clear.

RULE 14

Head-on situation

(a) When two power-driven vessels are meeting on reciprocal or nearly reciprocal courses so as to involve risk of collision each shall alter her course to starboard so that each shall pass on the port side of the other.

(b) Such a situation shall be deemed to exist when a vessel sees the other ahead or nearly ahead and by night she could see the masthead lights of the other in a line or nearly in a line and/or both sidelights and by day she observes the corresponding aspect of the other vessel.

(c) When a vessel is in any doubt as to whether such a situation exists she shall assume that it does exist and act accordingly.

RULE 15

Crossing Situation

When two power-driven vessels are crossing so as to involve risk of collision, the vessel which has the other on her own starboard side shall keep out of the way and shall, if the circumstances of the case admit, avoid crossing ahead of the other vessel.

RULE 16

Action by give-way vessel

Every vessel which is directed to keep out of the way of another vessel shall, so far as possible, take early and substantial action to keep well clear.

RULE 17

Action by stand-on vessel

(a) (i) Where one of two vessels is to keep out of the way the other shall keep her course and speed.

(ii) The latter vessel may however take action to avoid collision by her manoeuvre alone, as soon as it becomes apparent to her that the vessel required to keep out of the way is not taking appropriate action in compliance with these Rules.

(b) When, from any cause, the vessel required to keep her course and speed finds herself so close that collision cannot be avoided by the action of the give-way vessel alone, she shall take such action as will best aid to avoid collision.

(c) A power-driven vessel which takes action in a crossing situation in accordance with sub-paragraph (a)(ii) of this Rule to avoid collision with another power-driven vessel shall, if the circumstances of the case admit, not alter course to port for a vessel on her own port side.

(d) This Rule does not relieve the give-way vessel of her obligation to keep out of the way.

RULE 18

Responsibilities between vessels

Except where Rules 9, 10 and 13 otherwise require:

(a) A power-driven vessel underway shall keep out of the way of:

(i) a vessel not under command;

(ii) a vessel restricted in her ability to manoeuvre;

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(iii) a vessel engaged in fishing;

(iv) a sailing vessel.

(b) A sailing vessel underway shall keep out of the way of:

(i) a vessel not under command;

(ii) a vessel restricted in her ability to manoeuvre;

(iii) a vessel engaged in fishing.

(c) A vessel engaged in fishing when underway shall, so far as possible, keep out of the way of:

(i) a vessel not under command;

(ii) a vessel restricted in her ability to manoeuvre.

(d) (i) Any vessel other than a vessel not under command or a vessel restricted in her ability to manoeuvre shall, if the circumstances of the case admit, avoid impeding the safe passage of a vessel constrained by her draught, exhibiting the signals in Rule 28.

(ii) A vessel constrained by her draught shall navigate with particular caution having full regard to her special condition.

(e) A seaplane on the water shall, in general, keep well clear of all vessels and avoid impeding their navigation. In circumstances, however, where risk of collision exists, she shall comply with the Rules of this Part.

SECTION III - CONDUCT OF VESSELS IN RESTRICTED VISIBILITY

RULE 19

Conduct of vessels in restricted visibility

(a) This Rule applies to vessels not in sight of one another when navigating in or near an area of restricted visibility.

(b) Every vessel shall proceed at a safe speed adapted to the prevailing circumstances and conditions of restricted visibility. A power-driven vessel shall have her engines ready for immediate manoeuvre.

(c) Every vessel shall have due regard to the prevailing circumstances and conditions of restricted visibility when complying with the Rules of Section I of this Part.

(d) A vessel which detects by radar alone the presence of another vessel shall determine if a close-quarters situation is developing and/or risk of collision exists. If so, she shall take avoiding action in ample time, provided that when such action consists of an alteration of course, so far as possible the following shall be avoided:

(i) an alteration of course to port for a vessel forward of the beam, other than for a vessel being overtaken;

(ii) an alteration of course towards a vessel abeam or abaft the beam.

(e) Except where it has been determined that a risk of collision does not exist, every vessel which hears apparently forward of her beam the fog signal of another vessel, or which cannot avoid a close-quarters situation with another vessel forward of her beam, shall reduce her speed to the minimum at which she can be kept on her course. She shall if necessary take all her way off and in any event navigate with extreme caution until danger of collision is over.

PART C - LIGHTS AND SHAPES

RULE 20

Application

(a) Rules in this Part shall be complied with in all weathers.

(b) The Rules concerning lights shall be complied with from sunset to sunrise, and during such times no other lights shall be exhibited, except such lights as cannot be mistaken for the lights specified in these Rules or do not impair their visibility or distinctive character, or interfere with the keeping of a proper look-out.

(c) The lights prescribed by these Rules shall, if carried, also be exhibited from sunrise to sunset in restricted visibility and may be exhibited in all other circumstances when it is deemed necessary.

(d) The Rules concerning shapes shall be complied with by day.

(e) The lights and shapes specified in these Rules shall comply with the provisions of Annex I to these Regulations.

RULE 21

Definitions

(a) "Masthead light" means a white light placed over the fore and aft centreline of the vessel showing an unbroken light over an arc of the horizon of 225 degrees and so fixed as to show the light from right ahead to 22.5 degrees abaft the beam on either side of the vessel.

(b) "Sidelights" means a green light on the starboard side and a red light on the port side each showing an unbroken light over an arc of the horizon of 112.5 degrees and so fixed as to show the light from right ahead to 22.5 degrees abaft the beam on its respective side. In a vessel of less than 20 metres in length the sidelights may be combined in one lantern carried on the fore and aft centreline of the vessel.

(c) "Sternlight" means a white light placed as nearly as practicable at the stern showing an unbroken light over an arc of the horizon of 135 degrees and so fixed as to show the light 67.5 degrees from right aft on each side of the vessel.

(d) "Towing light" means a yellow light having the same characteristics as the "sternlight" defined in paragraph (c) of this Rule.

(e) "All round light" means a light showing an unbroken light over an arc of the horizon of 360 degrees.

(f) "Flashing light" means a light flashing at regular intervals at a frequency of 120 flashes or more per minute.

RULE 22

Visibility of Lights

The lights prescribed in these Rules shall have an intensity as specified in Section 8 of Annex I to these Regulations so as to be visible at the following minimum ranges:

(a) In vessels of 50 metres or more in length:

- a masthead light, 6 miles;
- a sidelight, 3 miles;
- a sternlight, 3 miles;
- a towing light, 3 miles;
- a white, red, green or yellow all-round light, 3 miles.

(b) In vessels of 12 metres or more in length but less than 50 metres in length:

- a masthead light, 5 miles; except that where the length of the vessel is less than 20 metres, 3 miles;
- a sidelight, 2 miles;
- a sternlight, 2 miles;
- a towing light, 2 miles;
- a white, red, green or yellow all-round light, 2 miles.

(c) In vessels of less than 12 metres in length:

- a masthead light, 2 miles;
- a sidelight, 1 mile;
- a sternlight, 2 miles;
- a towing light, 2 miles;
- a white, red, green or yellow all-round light, 2 miles.

RULE 23

Power-driven vessels underway

(a) A power-driven vessel underway shall exhibit:

(i) a masthead light forward;

(ii) a second masthead light abaft of and higher than the forward one; except that a vessel of less than 50 metres in length shall not be obliged to exhibit such light but may do so;

(iii) sidelights;

(iv) a sternlight.

(b) An air-cushion vessel when operating in the non-displacement mode shall, in addition to the lights prescribed in paragraph (a) of this Rule, exhibit an all-round flashing yellow light.

(c) A power-driven vessel of less than 7 metres in length and 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. Such vessel shall, if practicable, also exhibit sidelights.

RULE 24

Towing and pushing

(a) A power-driven vessel when towing shall exhibit:

(i) instead of the light prescribed in Rule 23(a)(i), two masthead lights forward in a vertical line. When the length of the tow, measuring from the stern of the towing vessel to the after end of the tow exceeds 200 metres, three such lights in a vertical line;

(ii) sidelights;

(iii) a sternlight;

(iv) a towing light in a vertical line above the sternlight;

(v) when the length of the tow exceeds 200 metres, a diamond shape where it can best be seen.

(b) When a pushing vessel and a vessel being pushed ahead are rigidly connected in a composite unit they shall be regarded as a power-driven vessel and exhibit the lights prescribed in Rule 23.

(c) A power-driven vessel when pushing ahead or towing alongside, except in the case of a composite unit, shall exhibit:

(i) instead of the light prescribed in Rule 23(a)(i), two masthead lights forward in a vertical line;

(ii) sidelights;

(iii) a sternlight.

(d) A power-driven vessel to which paragraphs (a) and (c) of this Rule apply shall also comply with Rule 23(a)(ii).

(e) A vessel or object being towed shall exhibit:

(i) sidelights;

(ii) a sternlight;

(iii) when the length of the tow exceeds 200 metres, a diamond shape where it can best be seen.

(f) Provided that any number of vessels being towed alongside or pushed in a group shall be lighted as one vessel,

(i) a vessel being pushed ahead, not being part of a composite unit, shall exhibit at the forward end, sidelights;

(ii) a vessel being towed alongside shall exhibit a sternlight and at the forward end, sidelights.

(g) Where from any sufficient cause it is impracticable for a vessel or object being towed to exhibit the lights prescribed in paragraph (e) of this Rule, all possible measures shall be taken to light the vessel or object towed or at least to indicate the presence of the unlighted vessel or object.

RULE 25

Sailing vessels underway and vessels under oars

(a) A sailing vessel underway shall exhibit:

(i) sidelights;

(ii) a sternlight.

(b) In a sailing vessel of less than 12 metres in length the lights prescribed in paragraph (a) of this Rule may be combined in one lantern carried at or near the top of the mast where it can best be seen.

(c) A sailing vessel underway may, in addition to the lights prescribed in paragraph (a) of this Rule, exhibit at or near the top of the mast, where they can best be seen, two all-round lights in a vertical line,

the upper being red and the lower green, but these lights shall not be exhibited in conjunction with the combined lantern permitted by paragraph (b) of this Rule.

(d) (i) A sailing vessel of less than 7 metres in length shall, if practicable, exhibit the lights prescribed in paragraph (a) or (b) of this Rule, but if she does not, she shall have ready at hand an electric torch or lighted lantern showing a white light which shall be exhibited in sufficient time to prevent collision.

(ii) A vessel under oars may exhibit the lights prescribed in this Rule for sailing vessels, but if she does not, she shall have ready at hand an electric torch or lighted lantern showing a white light which shall be exhibited in sufficient time to prevent collision.

(e) A vessel proceeding under sail when also being propelled by machinery shall exhibit forward where it can best be seen a conical shape, apex downwards.

RULE 26

Fishing vessels

(a) A vessel engaged in fishing, whether underway or at anchor, shall exhibit only the lights and shapes prescribed in this Rule.

(b) A vessel when engaged in trawling, by which is meant the dragging through the water of a dredge net or other apparatus used as a fishing appliance, shall exhibit:

(i) two all-round lights in a vertical line, the upper being green and the lower white, or a shape consisting of two cones with their apexes together in a vertical line one above the other; a vessel of less than 20 metres in length may instead of this shape exhibit a basket;

(ii) a masthead light abaft of and higher than the all-round green light; a vessel of less than 50 metres in length shall not be obliged to exhibit such a light but may do so;

(iii) when making way through the water, in addition to the lights prescribed in this paragraph, sidelights and a sternlight.

(c) A vessel engaged in fishing, other than trawling, shall exhibit:

(i) two all-round lights in a vertical line, the upper being red and the lower white, or a shape consisting of two cones with apexes together in a vertical line one above the other; a vessel of less than 20 metres in length may instead of this shape exhibit a basket;

(ii) when there is outlying gear extending more than 150 metres horizontally from the vessel, an all-round white light or a cone apex upwards in the direction of the gear;

(iii) when making way through the water, in addition to the lights prescribed in this paragraph, sidelights and a sternlight.

(d) A vessel engaged in fishing in close proximity to other vessels engaged in fishing may exhibit the additional signals described in Annex II to these Regulations.

(e) A vessel when not engaged in fishing shall not exhibit the lights or shapes prescribed in this Rule, but only those prescribed for a vessel of her length.

RULE 27

Vessels not under command or restricted in their ability to manoeuvre

(a) A vessel not under command shall exhibit:

(i) two all-round red lights in a vertical line where they can best be seen;

(ii) two balls or similar shapes in a vertical line where they can best be seen;

(iii) when making way through the water, in addition to the lights prescribed in this paragraph, sidelights and a sternlight.

(b) A vessel restricted in her ability to manoeuvre, except a vessel engaged in minesweeping operations, shall exhibit:

(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) three shapes in a vertical line where they can best be seen. The highest and lowest of these shapes shall be balls and the middle one a diamond;

(iii) when making way through the water, masthead lights, sidelights and a sternlight, in addition to the lights prescribed in sub-paragraph (i);

(iv) when at anchor, in addition to the lights or shapes prescribed in sub-paragraphs (i) and (ii), the light, lights or shape prescribed in Rule 30.

(c) A vessel engaged in a towing operation such as renders her unable to deviate from her course shall, in addition to the lights or shapes prescribed in sub-paragraph (b)(i) and (ii) of this Rule, exhibit the lights or shape prescribed in Rule 24(a).

(d) A vessel engaged in dredging or underwater operations, when restricted in her ability to manoeuvre, shall exhibit the lights and shapes prescribed in paragraph (b) of this Rule and shall in addition, when an obstruction exists, exhibit:

(i) two all-round red lights or two balls in a vertical line to indicate the side on which the obstruction exists;

(ii) two all-round green lights or two diamonds in a vertical line to indicate the side on which another vessel may pass;

(iii) when making way through the water, in addition to the lights prescribed in this paragraph, masthead lights, sidelights and a sternlight;

(iv) a vessel to which this paragraph applies when at anchor shall exhibit the lights or shapes prescribed in sub-paragraphs (i) and (ii) instead of the lights or shape prescribed in Rule 30.

(e) Whenever the size of a vessel engaged in diving operations makes it impracticable to exhibit the shapes prescribed in paragraph (d) of this Rule, a rigid replica of the International Code flag "A" not less than 1 metre in height shall be exhibited. Measures shall be taken to ensure all-round visibility.

(f) A vessel engaged in minesweeping operations shall, in addition to the lights prescribed for a power-driven vessel in Rule 23, exhibit three all-round green lights or three balls. One of these lights or shapes shall be exhibited at or 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 closer than 1,000 metres astern or 500 metres on either side of the minesweeper.

(g) Vessels of less than 7 metres in length shall not be required to exhibit the lights prescribed in this Rule.

(h) The signals prescribed in this Rule are not signals of vessels in distress and requiring assistance. Such signals are contained in Annex IV to these Regulations.

RULE 28

Vessels constrained by their draught

A vessel constrained by her draught may, in addition to the lights prescribed for power-driven vessels in Rule 23, exhibit where they can best be seen three all-round red lights in a vertical line, or a cylinder.

RULE 29

Pilot vessels

(a) A vessel engaged on pilotage duty shall exhibit:

(i) at or near the masthead, two all-round lights in a vertical line, the upper being white and the lower red;

(ii) when underway, in addition, sidelights and a sternlight;

(iii) when at anchor, in addition to the lights prescribed in sub-paragraph (i), the anchor light, lights or shape.

(b) A pilot vessel when not engaged on pilotage duty shall exhibit the lights or shapes prescribed for a similar vessel of her length.

RULE 30

Anchored vessels and vessels aground

(a) A vessel at anchor shall exhibit where it can best be seen:

(i) in the fore part, an all-round white light or one ball;

(ii) at or near the stern and at a lower level than the light prescribed in sub-paragraph (i), an all-round white light.

(b) A vessel of less than 50 metres in length may exhibit an all-round white light where it can best be seen instead of the lights prescribed in paragraph (a) of this Rule.

(c) A vessel at anchor may, and a vessel of 100 metres and more in length shall, also use the available working or equivalent lights to illuminate her decks.

(d) A vessel aground shall exhibit the lights prescribed in paragraph (a) or (b) of this Rule and in addition, where they can best be seen:

(i) two all-round red lights in a vertical line;

(ii) three balls in a vertical line.

(e) A vessel of less than 7 metres in length, when at anchor or aground, not in or near a narrow channel, fairway or anchorage, or where other vessels normally navigate, shall not be required to exhibit the lights or shapes prescribed in paragraphs (a), (b) or (d) of this Rule.

RULE 31

Seaplanes

Where it is impracticable for a seaplane to exhibit lights and shapes of the characteristics or in the positions prescribed in the Rules of this Part she shall exhibit lights and shapes as closely similar in characteristics and position as is possible.

PART D - SOUND AND LIGHT SIGNALS

RULE 32

Definitions

(a) The word "whistle" means any sound signalling appliance capable of producing the prescribed blasts and which complies with the specifications in Annex III to these Regulations.

(b) The term "short blast" means a blast of about one second's duration.

(c) The term "prolonged blast" means a blast of from four to six seconds' duration.

RULE 33

Equipment for sound signals

(a) A vessel of 12 metres or more in length shall be provided with a whistle and a bell and a vessel of 100 metres or more in length shall, in addition, be provided with a gong, the tone and sound of which cannot be confused with that of the bell. The whistle, bell and gong shall comply with the specifications in Annex III to these Regulations. The bell or gong or both may be replaced by other equipment having the same respective sound characteristics, provided that manual sounding of the required signals shall always be possible.

(b) A vessel of less than 12 metres in length shall not be obliged to carry the sound signalling appliances prescribed in paragraph (a) of this Rule but if she does not, she shall be provided with some other means of making an efficient sound signal.

RULE 34

Manoeuvring and warning signals

(a) When vessels are in sight of one another, a power-driven vessel underway, when manoeuvring as authorized or required by these Rules, shall indicate that manoeuvre by the following signals on her whistle:

- one short blast to mean "I am altering my course to starboard";
- two short blasts to mean "I am altering my course to port";
- three short blasts to mean "I am operating astern propulsion".

(b) Any vessel may supplement the whistle signals prescribed in paragraph (a) of this Rule by light signals, repeated as appropriate, whilst the manoeuvre is being carried out:

(i) these light signals shall have the following significance:

- one flash to mean "I am altering my course to starboard";
- two flashes to mean "I am altering my course to port";
- three flashes to mean "I am operating astern propulsion";

(ii) the duration of each flash shall be about one second, the interval between flashes shall be about one second, and the interval between successive signals shall be not less than ten seconds;

(iii) the light used for this signal shall, if fitted, be an all-round white light, visible at a minimum range of 5 miles, and shall comply with the provisions of Annex I.

(c) When in sight of one another in a narrow channel or fairway:

(i) a vessel intending to overtake another shall in compliance with Rule 9(e)(i) indicate her intention by the following signals on her whistle:

- two prolonged blasts followed by one short blast to mean "I intend to overtake you on your starboard side";
- two prolonged blasts followed by two short blasts to mean "I intend to overtake you on your port side".

(ii) the vessel about to be overtaken when acting in accordance with Rule 9(e)(i) shall indicate her agreement by the following signal on her whistle:

- one prolonged, one short, one prolonged and one short blast, in that order.

(d) When vessels in sight of one another are approaching each other and from any cause either vessel fails to understand the intentions or actions of the other, or is in doubt whether sufficient action is being taken by the other to avoid collision, the vessel in doubt shall immediately indicate such doubt by giving at least five short and rapid blasts on the whistle. Such signal may be supplemented by a light signal of at least five short and rapid flashes.

(e) A vessel nearing a bend or an area of a channel or fairway where other vessels may be obscured by an intervening obstruction shall sound one prolonged blast. Such signal shall be answered with a prolonged blast by any approaching vessel that may be within hearing around the bend or behind the intervening obstruction.

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(f) If whistles are fitted on a vessel at a distance apart of more than 100 metres, one whistle only shall be used for giving manoeuvring and warning signals.

RULE 35

Sound signals in restricted visibility

In or near an area of restricted visibility, whether by day or night, the signals prescribed in this Rule shall be used as follows:

(a) A power-driven vessel making way through the water shall sound at intervals of not more than 2 minutes one prolonged blast.

(b) A power-driven vessel underway but stopped and making no way through the water shall sound at intervals of not more than 2 minutes two prolonged blasts in succession with an interval of about 2 seconds between them.

(c) A vessel not under command, a vessel restricted in her ability to manoeuvre, a vessel constrained by her draught, a sailing vessel, a vessel engaged in fishing and a vessel engaged in towing or pushing another vessel shall, instead of the signals prescribed in paragraphs (a) or (b) of this Rule, sound at intervals of not more than 2 minutes three blasts in succession, namely one prolonged followed by two short blasts.

(d) A vessel towed or if more than one vessel is towed the last vessel of the tow, if manned, shall at intervals of not more than 2 minutes sound four blasts in succession, namely one prolonged followed by three short blasts. When practicable, this signal shall be made immediately after the signal made by the towing vessel.

(e) When a pushing vessel and a vessel being pushed ahead are rigidly connected in a composite unit they shall be regarded as a power-driven vessel and shall give the signals prescribed in paragraphs (a) or (b) of this Rule.

(f) A vessel at anchor shall at intervals of not more than one minute ring the bell rapidly for about 5 seconds. In a vessel of 100 metres or more in length the bell shall be sounded in the forepart of the vessel and immediately after the ringing of the bell the gong shall be sounded rapidly for about 5 seconds in the after part of the vessel. A vessel at anchor may in addition sound three blasts in succession, namely one short, one prolonged and one short blast, to give warning of her position and of the possibility of collision to an approaching vessel.

(g) A vessel aground shall give the bell signal and if required the gong signal prescribed in paragraph (f) of this Rule and shall, in addition, give three separate and distinct strokes on the bell immediately before and after the rapid ringing of the bell. A vessel aground may in addition sound an appropriate whistle signal.

(h) A vessel of less than 12 metres in length shall not be obliged to give the above-mentioned signals but, if she does not, shall make some other efficient sound signal at intervals of not more than 2 minutes.

(i) A pilot vessel when engaged on pilotage duty may in addition to the signals prescribed in paragraphs (a), (b) or (f) of this Rule sound an identity signal consisting of four short blasts.

RULE 36

Signals to attract attention

If necessary to attract the attention of another vessel any vessel may make light or sound signals that cannot be mistaken for any signal authorized elsewhere in these Rules, or may direct the beam of her searchlight in the direction of the danger, in such a way as not to embarrass any vessel.

RULE 37

Distress signals

When a vessel is in distress and requires assistance she shall use or exhibit the signals prescribed in Annex IV to these Regulations.

PART E - EXEMPTIONS

RULE 38

Exemptions

Any vessel (or class of vessels) provided that she complies with the requirements of the International Regulations for Preventing Collisions at Sea, 1960, the keel of which is laid or which is at a corresponding stage of construction before the entry into force of these Regulations may be exempted from compliance therewith as follows:

(a) The installation of lights with ranges prescribed in Rule 22, until four years after the date of entry into force of these Regulations.

(b) The installation of lights with colour specifications as prescribed in Section 7 of Annex I to these Regulations, until four years after the date of entry into force of these Regulations.

(c) The repositioning of lights as a result of conversion from Imperial to metric units and rounding off measurement figures, permanent exemption.

(d) (i) The repositioning of masthead lights on vessels of less than 150 metres in length, resulting from the prescriptions of Section 3(a) of Annex I, permanent exemption.

(ii) The repositioning of masthead lights on vessels of 150 metres or more in length, resulting from the prescriptions of Section 3(a) of Annex I to these Regulations, until nine years after the date of entry into force of these Regulations.

(e) The repositioning of masthead lights resulting from the prescriptions of Section 2(b) of Annex I, until nine years after the date of entry into force of these Regulations.

(f) The repositioning of sidelights resulting from the prescriptions of Sections 2(g) and 3(b) of Annex I, until nine years after the date of entry into force of these Regulations.

(g) The requirements for sound signal appliances prescribed in Annex III, until nine years after the date of entry into force of these Regulations.

ANNEX I

POSITIONING AND TECHNICAL DETAILS
OF LIGHTS AND SHAPES

1. Definition

The term "height above the hull" means height above the uppermost continuous deck.

2. Vertical positioning and spacing of lights

(a) On a power-driven vessel of 20 metres or more in length the masthead lights shall be placed as follows:

(i) the forward masthead light, or if only one masthead light is carried, then that light, at a height above the hull of not less than 6 metres, and, if the breadth of the vessel exceeds 6 metres, then at a height above the hull not less than such breadth, so however that the light need not be placed at a greater height above the hull than 12 metres;

(ii) when two masthead lights are carried the after one shall be at least 4.5 metres vertically higher than the forward one.

(b) The vertical separation of masthead lights of power-driven vessels shall be such that in all normal conditions of trim the after light will be seen over and separate from the forward light at a distance of 1000 metres from the stem when viewed from sea level.

(c) The masthead light of a power-driven vessel of 12 metres but less than 20 metres in length shall be placed at a height above the gunwale of not less than 2.5 metres.

(d) A power-driven vessel of less than 12 metres in length may carry the uppermost light at a height of less than 2.5 metres above the gunwale. When however a masthead light is carried in addition to sidelights and a sternlight, then such masthead light shall be carried at least 1 metre higher than the sidelights.

(e) 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 the forward masthead light of a power-driven vessel.

(f) In all circumstances the masthead light or lights shall be so placed as to be above and clear of all other lights and obstructions.

(g) The sidelights of a power-driven vessel shall be placed at a height above the hull not greater than three quarters of that of the forward masthead light. They shall not be so low as to be interfered with by deck lights.

(h) The sidelights, if in a combined lantern and carried on a power-driven vessel of less than 20 metres in length, shall be placed not less than 1 metre below the masthead light.

(i) When the Rules prescribe two or three lights to be carried in a vertical line, they shall be spaced as follows:

(i) on a vessel of 20 metres in length or more such lights shall be spaced not less than 2 metres apart, and the lowest of these lights shall, except where a towing light is required, not be less than 4 metres above the hull;

(ii) on a vessel of less than 20 metres in length such lights shall be spaced not less than 1 metre apart and the lowest of these lights shall, except where a towing light is required, not be less than 2 metres above the gunwale;

(iii) when three lights are carried they shall be equally spaced.

(j) The lower of the two all-round lights prescribed for a fishing vessel when engaged in fishing shall be at a height above the sidelights not less than twice the distance between the two vertical lights.

(k) The forward anchor light, when two are carried, shall not be less than 4.5 metres above the after one. On a vessel of 50 metres or more in length this forward anchor light shall not be less than 6 metres above the hull.

3. Horizontal positioning and spacing of lights

(a) When two masthead lights are prescribed for a power-driven vessel, the horizontal distance between them shall not be less than one half of the length of the vessel but need not be more than 100 metres. The forward light shall be placed not more than one quarter of the length of the vessel from the stem.

(b) On a vessel of 20 metres or more in length the sidelights shall not be placed in front of the forward masthead lights. They shall be placed at or near the side of the vessel.

4. Details of location of direction-indicating lights for fishing vessels, dredgers and vessels engaged in underwater operations

(a) The light indicating the direction of the outlying gear from a vessel engaged in fishing as prescribed in Rule 26(c)(ii) shall be placed at a horizontal distance of not less than 2 metres and not more than 6 metres away from the two all-round red and white lights. This light shall be placed not higher than the all-round white light prescribed in Rule 26(c)(i) and not lower than the sidelights.

(b) The lights and shapes on a vessel engaged in dredging or underwater operations to indicate the obstructed side and/or the side on which it is safe to pass, as prescribed in Rule 27(d)(i) and (ii), shall be placed at the maximum practical horizontal distance, but in no case less than 2 metres, from the lights or shapes prescribed in Rule 27(b)(i) and (ii). In no case shall the upper of these lights or shapes be at a greater height than the lower of the three lights or shapes prescribed in Rule 27(b)(i) and (ii).

5. Screens for sidelights

The sidelights shall be fitted with inboard screens painted matt black, and meeting the requirements of Section 9 of this Annex. With a combined lantern, using a single vertical filament and a very narrow division between the green and red sections, external screens need not be fitted.

6. Shapes

(a) Shapes shall be black and of the following sizes:

(i) a ball shall have a diameter of not less than 0.6 metre;

(ii) a cone shall have a base diameter of not less than 0.6 metre and a height equal to its diameter;

(iii) a cylinder shall have a diameter of at least 0.6 metre and a height of twice its diameter;

(iv) a diamond shape shall consist of two cones as defined in (ii) above having a common base.

(b) The vertical distance between shapes shall be at least 1.5 metre.

(c) In a vessel of less than 20 metres in length shapes of lesser dimensions but commensurate with the size of the vessel may be used and the distance apart may be correspondingly reduced.

7. Colour specification of lights

The chromaticity of all navigation lights shall conform to the following standards, which lie within the boundaries of the area of the diagram specified for each colour by the International Commission on Illumination (CIE).

The boundaries of the area for each colour are given by indicating the corner co-ordinates, which are as follows:

(i) White

x	0.525	0.525	0.452	0.310	0.310	0.443
y	0.382	0.440	0.440	0.348	0.283	0.382

(ii) Green

x	0.028	0.009	0.300	0.203
y	0.385	0.723	0.511	0.356

(iii) Red

x	0.680	0.660	0.735	0.721
y	0.320	0.320	0.265	0.259

(iv) Yellow

x	0.612	0.618	0.575	0.575
y	0.382	0.382	0.425	0.406

8. Intensity of lights

(a) The minimum luminous intensity of lights shall be calculated by using the formula:

$$I = 3.43 \times 10^{6} \times T \times D^{2} \times K^{-D}$$

where I is luminous intensity in candelas under service conditions,
T is threshold factor 2×10^{-7} lux,
D is range of visibility (luminous range) of the light in nautical miles,
K is atmospheric transmissivity.

For prescribed lights the value of K shall be 0.8, corresponding to a meteorological visibility of approximately 13 nautical miles.

(b) A selection of figures derived from the formula is given in the following table:

Range of visibility (luminous range) of light in nautical miles D	Luminous intensity of light in candelas for K = 0.8 I
1	0.9
2	4.3
3	12
4	27
5	52
6	94

NOTE: The maximum luminous intensity of navigation lights should be limited to avoid undue glare.

9. Horizontal Sectors

(a) (i) In the forward direction, sidelights as fitted on the vessel must show the minimum required intensities. The intensities must decrease to reach practical cut-off between 1 degree and 3 degrees outside the prescribed sectors.

(ii) For sternlights and masthead lights and at 22.5 degrees abaft the beam for sidelights, the minimum required intensities shall be maintained over the arc of the horizon up to 5 degrees within the limits of the sectors prescribed in Rule 21. From 5 degrees within the prescribed sectors the intensity may decrease by 50 per cent up to the prescribed limits; it shall decrease steadily to reach practical cut-off at not more than 5 degrees outside the prescribed limits.

(b) All-round lights shall be so located as not to be obscured by masts, topmasts or structures within angular sectors of more than 6 degrees, except anchor lights, which need not be placed at an impracticable height above the hull.

10. Vertical Sectors

(a) The vertical sectors of electric lights, with the exception of lights on sailing vessels shall ensure that:

(i) at least the required minimum intensity is maintained at all angles from 5 degrees above to 5 degrees below the horizontal;

(ii) at least 60 per cent of the required minimum intensity is maintained from 7.5 degrees above to 7.5 degrees below the horizontal.

(b) In the case of sailing vessels the vertical sectors of electric lights shall ensure that:

(i) at least the required minimum intensity is maintained at all angles from 5 degrees above to 5 degrees below the horizontal;

(ii) at least 50 per cent of the required minimum intensity is maintained from 25 degrees above to 25 degrees below the horizontal.

(c) In the case of lights other than electric these specifications shall be met as closely as possible.

11. Intensity of non-electric lights

Non-electric lights shall so far as practicable comply with the minimum intensities, as specified in the Table given in Section 8 of this Annex.

12. Manoeuvring light

Notwithstanding the provisions of paragraph 2(f) of this Annex the manoeuvring light described in Rule 34(b) shall be placed in the same fore and aft vertical plane as the masthead light or lights and, where practicable, at a minimum height of 2 metres vertically above the forward masthead light, provided that it shall be carried not less than 2 metres vertically above or below the after masthead light. On a vessel where only one masthead light is carried the manoeuvring light, if fitted, shall be carried where it can best be seen, not less than 2 metres vertically apart from the masthead light.

13. Approval

The construction of lanterns and shapes and the installation of lanterns on board the vessel shall be to the satisfaction of the appropriate authority of the State where the vessel is registered.

ANNEX II

ADDITIONAL SIGNALS FOR FISHING VESSELS
FISHING IN CLOSE PROXIMITY

1. General

The lights mentioned herein shall, if exhibited in pursuance of Rule 26(d), be placed where they can best be seen. They shall be at least 0.9 metre apart but at a lower level than lights prescribed in Rule 26(b)(i) and (c)(i). The lights shall be visible all round the horizon at a distance of at least 1 mile but at a lesser distance than the lights prescribed by these Rules for fishing vessels.

2. Signals for Trawlers

(a) Vessels when engaged in trawling, whether using demersal or pelagic gear, may exhibit:

(i) when shooting their nets:
two white lights in a vertical line;

(ii) when hauling their nets:
one white light over one red light in a vertical line;

(iii) when the net has come fast upon an obstruction:
two red lights in a vertical line.

(b) Each vessel engaged in pair trawling may exhibit:

(i) by night, a searchlight directed forward and in the direction of the other vessel of the pair;

(ii) when shooting or hauling their nets or when their nets have come fast upon an obstruction, the lights prescribed in 2(a) above.

3. Signals for purse seiners

Vessels engaged in fishing with purse seine gear may exhibit two yellow lights in a vertical line. These lights shall flash alternately every second and with equal light and occultation duration. These lights may be exhibited only when the vessel is hampered by its fishing gear.

ANNEX III

TECHNICAL DETAILS OF SOUND SIGNAL APPLIANCES

1. Whistles

(a) Frequencies and range of audibility

The fundamental frequency of the signal shall lie within the range 70-700 Hz.

The range of audibility of the signal from a whistle shall be determined by those frequencies, which may include the fundamental and/or one or more higher frequencies, which lie within the range 180-700 Hz (± 1 per cent) and which provide the sound pressure levels specified in paragraph 1(c) below.

(b) Limits of fundamental frequencies

To ensure a wide variety of whistle characteristics, the fundamental frequency of a whistle shall be between the following limits:

(i) 70-200 Hz, for a vessel 200 metres or more in length;

(ii) 130-350 Hz, for a vessel 75 metres but less than 200 metres in length;

(iii) 250-700 Hz, for a vessel less than 75 metres in length.

(c) Sound signal intensity and range of audibility

A whistle fitted in a vessel shall provide, in the direction of maximum intensity of the whistle and at a distance of 1 metre from it, a sound pressure level in at least one 1/3rd-octave band within the range of frequencies 180-700 Hz (± 1 per cent) of not less than the appropriate figure given in the table below.

Length of vessel in metres	1/3rd-octave band level at 1 metre in dB referred to $2x10^{-5}$ N/m^2	Audibility range in nautical miles
200 or more	143	2
75 but less than 200	138	1.5
20 but less than 75	130	1
Less than 20	120	0.5

The range of audibility in the table above is for information and is approximately the range at which a whistle may be heard on its forward axis with 90 per cent probability in conditions of still air on board a vessel having average background noise level at the listening posts (taken to be 68 dB in the octave band centred on 250 Hz and 63 dB in the octave band centred on 500 Hz).

In practice the range at which a whistle may be heard is extremely variable and depends critically on weather conditions; the values given can be regarded as typical but under conditions of strong wind or high ambient noise level at the listening post the range may be much reduced.

(d) Directional properties

The sound pressure level of a directional whistle shall be not more than 4 dB below the sound pressure level on the axis at any direction in the horizontal plane within ± 45 degrees of the axis. The sound pressure level at any other direction in the horizontal plane shall be not more than 10 dB below the sound pressure level on the axis, so that the range in any direction will be at least half the range on the forward axis. The sound pressure level shall be measured in that 1/3rd-octave band which determines the audibility range.

(e) Positioning of whistles

When a directional whistle is to be used as the only whistle on a vessel, it shall be installed with its maximum intensity directed straight ahead.

A whistle shall be placed as high as practicable on a vessel, in order to reduce interception of the emitted sound by obstructions and also to minimize hearing damage risk to personnel. The sound pressure level of the vessel's own signal at listening posts shall not exceed 110 dB (A) and so far as practicable should not exceed 100 dB (A).

(f) Fitting of more than one whistle

If whistles are fitted at a distance apart of more than 100 metres, it shall be so arranged that they are not sounded simultaneously.

(g) Combined whistle systems

If due to the presence of obstructions the sound field of a single whistle or of one of the whistles referred to in paragraph 1(f) above is likely to have a zone of greatly reduced signal level, it is recommended that a combined whistle system be fitted so as to overcome this reduction. For the purposes of the Rules a combined whistle system is to be regarded as a single whistle. The whistles of a combined system shall be located at a distance apart of not more than 100 metres and arranged to be sounded simultaneously. The frequency of any one whistle shall differ from those of the others by at least 10 Hz.

2. Bell or gong

(a) Intensity of signal

A bell or gong, or other device having similar sound characteristics shall produce a sound pressure level of not less than 110 dB at 1 metre.

(b) Construction

Bells and gongs shall be made of corrosion-resistant material and designed to give a clear tone. The diameter of the mouth of the bell shall be not less than 300 mm for vessels of more than 20 metres in length, and shall be not less than 200 mm for vessels of 12 to 20 metres in length. Where practicable, a power-driven bell striker is recommended to ensure constant force but manual operation shall be possible. The mass of the striker shall be not less than 3 per cent of the mass of the bell.

3. Approval

The construction of sound signal appliances, their performance and their installation on board the vessel shall be to the satisfaction of the appropriate authority of the State where the vessel is registered.

ANNEX IV

DISTRESS SIGNALS

1. The following signals, used or exhibited either together or separately, indicate distress and need of assistance:

(a) a gun or other explosive signal fired at intervals of about a minute;

(b) a continuous sounding with any fog-signalling apparatus;

(c) rockets or shells, throwing red stars fired one at a time at short intervals;

(d) a signal made by radiotelegraphy or by any other signalling method consisting of the group ...———... (SOS) in the Morse Code;

(e) a signal sent by radiotelephony consisting of the spoken word "Mayday";

(f) the International Code Signal of distress indicated by N.C.;

(g) a signal consisting of a square flag having above or below it a ball or anything resembling a ball;

(h) flames on the vessel (as from a burning tar barrel, oil barrel, etc.)

(i) a rocket parachute flare or a hand flare showing a red light;

(j) a smoke signal giving off orange-coloured smoke;

(k) slowly and repeatedly raising and lowering arms outstretched to each side;

(l) the radiotelegraph alarm signal;

(m) the radiotelephone alarm signal;

(n) signals transmitted by emergency position-indicating radio beacons.

2. The use or exhibition of any of the foregoing signals except for the purpose of indicating distress and need of assistance and the use of other signals which may be confused with any of the above signals is prohibited.

3. Attention is drawn to the relevant sections of the International Code of Signals, the Merchant Ship Search and Rescue Manual and the following signals:

(a) a piece of orange-coloured canvas with either a black square and circle or other appropriate symbol (for identification from the air);

(b) a dye marker.

CONVENTION SUR LE REGLEMENT INTERNATIONAL DE 1972
POUR PREVENIR LES ABORDAGES EN MER

Les Parties à la présente Convention,

DESIREUSES de maintenir un niveau élevé de sécurité en mer,

CONSCIENTES de la nécessité de réviser et de mettre à jour les Règles internationales pour prévenir les abordages en mer annexées à l'Acte final de la Conférence internationale de 1960 pour la sauvegarde de la vie humaine en mer,

AYANT EXAMINE ces Règles à la lumière des faits nouveaux survenus depuis leur approbation,

SONT CONVENUES de ce qui suit :

ARTICLE I

Obligations générales

Les Parties à la présente Convention s'engagent à donner effet aux Règles et autres Annexes qui constituent le Règlement international de 1972 pour prévenir les abordages en mer (ci-après dénommé "le Règlement"), joint à la présente Convention.

ARTICLE II

Signature, ratification, acceptation, approbation et adhésion

1. La présente Convention est ouverte à la signature jusqu'au 1er juin 1973 et reste ensuite ouverte à l'adhésion.

2. Les Etats membres de l'Organisation des Nations Unies, de l'une quelconque de ses institutions spécialisées ou de l'Agence internationale de l'énergie atomique, ou parties au Statut de la Cour internationale de Justice peuvent devenir parties à la présente Convention par :

a) signature sans réserve quant à la ratification, l'acceptation ou l'approbation;

b) signature sous réserve de ratification, d'acceptation ou d'approbation, suivie de ratification, d'acceptation ou d'approbation; ou

c) adhésion.

3. La ratification, l'acceptation, l'approbation ou l'adhésion s'effectuent par le dépôt d'un instrument auprès de l'Organisation intergouvernementale consultative de la navigation maritime (ci-après dénommée "l'Organisation"). Celle-ci informe les gouvernements des Etats qui ont signé la présente Convention ou y ont adhéré du dépôt de chaque instrument et de la date de ce dépôt.

ARTICLE III

Application territoriale

1. L'Organisation des Nations Unies, lorsqu'elle est responsable de l'administration d'un territoire, ou toute Partie contractante chargée d'assurer les relations internationales d'un territoire peuvent à tout moment étendre l'application de la présente Convention à ce territoire, par une notification écrite adressée au Secrétaire général de l'Organisation (ci-après dénommé "le Secrétaire général").

2. L'application de la présente Convention est étendue au territoire désigné dans la notification à partir de la date de réception de celle-ci, ou de telle autre date qui y serait indiquée.

3. Toute notification adressée en application du paragraphe 1 du présent article peut être retirée à l'égard de l'un quelconque des territoires mentionnés dans cette notification; l'extension de l'application de la présente Convention à ce territoire prend fin à l'expiration d'un délai d'un an ou de tout autre délai plus long spécifié au moment du retrait de la notification.

4. Le Secrétaire général informe toutes les Parties contractantes de la notification de toute extension ou du retrait de toute extension adressée en vertu du présent article.

ARTICLE IV

Entrée en vigueur

1. a) La présente Convention entre en vigueur douze mois après la date à laquelle au moins 15 Etats dont les flottes marchandes représentent au total au moins 65 pour cent soit en nombre de navires soit en tonnage de la flotte mondiale des navires de 100 tonneaux de jauge brute ou davantage sont devenus parties à cette Convention, celle des deux conditions qui sera remplie la première étant prise en considération.

b) Nonobstant les dispositions de l'alinéa a) du présent paragraphe, la présente Convention n'entre pas en vigueur avant le 1er janvier 1976.

2. La date de l'entrée en vigueur pour les Etats qui ratifient, acceptent, approuvent la Convention ou y adhèrent conformément à l'article II après que les conditions prescrites à l'alinéa a) du paragraphe 1 ont été réunies et avant que la Convention n'entre en vigueur, est celle de l'entrée en vigueur de la Convention.

3. Pour les Etats qui ratifient, acceptent, approuvent la Convention ou y adhèrent apres la date de son entrée en vigueur, la Convention entre en vigueur à la date du dépôt d'un instrument prévu à l'article II.

4. Après la date d'entrée en vigueur d'un amendement à la présente Convention, conformément au paragraphe 4 de l'article VI, toute ratification, acceptation, approbation ou adhésion s'applique au texte modifié de la Convention.

5. A la date de l'entrée en vigueur de la présente Convention, le Règlement remplace et abroge les Règles internationales de 1960 pour prévenir les abordages en mer.

6. Le Secrétaire général informe les gouvernements des Etats qui ont signé la présente Convention ou y ont adhéré de la date de son entrée en vigueur.

ARTICLE V

Conférence chargée de la révision des textes

1. L'Organisation peut convoquer une conférence ayant pour objet de réviser la présente Convention, ou le Règlement, ou la Convention et le Règlement.

2. A la demande du tiers au moins des Parties contractantes, l'Organisation convoque une conférence des Parties contractantes ayant pour objet de réviser la présente Convention, ou le Règlement, ou la Convention et le Règlement.

ARTICLE VI

Amendements au Règlement

1. Tout amendement au Règlement proposé par une Partie contractante est examiné au sein de l'Organisation à la demande de cette Partie.

2. S'il est adopté à la majorité des deux tiers des Membres présents et votants du Comité de la sécurité maritime de l'Organisation, l'amendement est communiqué à toutes les Parties contractantes et à tous les Membres de l'Organisation six mois au moins avant d'être examiné par l'Assemblée de l'Organisation. Toute Partie contractante qui n'est pas membre de l'Organisation a droit à participer à l'examen de l'amendement par l'Assemblée.

3. S'il est adopté à la majorité des deux tiers des Membres présents et votants de l'Assemblée, l'amendement est communiqué par le Secrétaire général à toutes les Parties contractantes pour approbation.

4. Cet amendement entre en vigueur à une date qui est fixée par l'Assemblée au moment de son adoption, sauf si, à une date antérieure fixée par l'Assemblée au moment de l'adoption, plus d'un tiers des Parties contractantes ont notifié à l'Organisation leur objection à l'amendement. La décision de l'Assemblée relative aux dates mentionnées dans le présent paragraphe est prise à la majorité des deux tiers des Membres présents et votants.

5. Lorsqu'il entre en vigueur, tout amendement remplace et rend caduque, pour toutes les Parties contractantes qui n'ont pas élevé d'objection à cet amendement, toute disposition antérieure à laquelle il s'applique.

6. Le Secrétaire général informe toutes les Parties contractantes et tous les Membres de l'Organisation de toute demande et de toute communication reçues en application du présent article ainsi que de la date d'entrée en vigueur de tout amendement.

ARTICLE VII

Dénonciation

1. La présente Convention peut être dénoncée par une Partie contractante à tout moment après l'expiration d'une période de cinq ans à compter de la date à laquelle la Convention est entrée en vigueur à l'égard de cette Partie.

2. La dénonciation s'effectue par le dépôt d'un instrument auprès de l'Organisation. Le Secrétaire général informe toutes les autres Parties contractantes de la réception de l'instrument de dénonciation et de la date de son dépôt.

3. Une dénonciation prend effet un an après la date du dépôt de l'instrument, ou à l'expiration de tout autre délai plus long spécifié dans l'instrument.

ARTICLE VIII

Dépôt et enregistrement

1. La présente Convention et le Règlement sont déposés auprès de l'Organisation et le Secrétaire général en transmet des copies certifiées conformes à tous les gouvernements des Etats qui ont signé la présente Convention, ou y ont adhéré.

2. Lors de l'entrée en vigueur de la présente Convention, le Secrétaire général en transmet le texte au Secrétariat de l'Organisation des Nations Unies en vue de son enregistrement et de sa publication, conformément à l'Article 102 de la Charte des Nations Unies.

ARTICLE IX

Langues

La présente Convention et le Règlement sont établis en un seul exemplaire en langues française et anglaise, les deux textes faisant également foi. Il en est établi des traductions officielles en langues russe et espagnole qui sont déposées avec l'exemplaire original revêtu des signatures.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leurs gouvernements, ont apposé leur signature à la présente Convention.

FAIT à Londres, ce vingt octobre mil neuf cent soixante-douze.

REGLEMENT INTERNATIONAL DE 1972 POUR
PREVENIR LES ABORDAGES EN MER

PARTIE A - GENERALITES

REGLE 1

Champ d'application

a) Les présentes Règles s'appliquent à tous les navires en haute mer et dans toutes les eaux attenantes accessibles aux navires de mer.

b) Aucune disposition des présentes Règles ne saurait entraver l'application de prescriptions spéciales édictées par l'autorité compétente au sujet de la navigation dans les rades, les ports, sur les fleuves, les lacs ou les voies de navigation intérieure attenantes à la haute mer et accessibles aux navires de mer. Toutefois, ces prescriptions spéciales doivent être conformes d'aussi près que possible aux présentes Règles.

c) 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 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 ou signaux lumineux à utiliser par les navires en train de pêcher et constituant une flottille de pêche.

Ces feux de position, signaux lumineux ou signaux au sifflet supplémentaires doivent, dans toute la mesure du possible, être tels qu'il soit impossible de les confondre avec tout autre feu ou signal autorisé par ailleurs dans les présentes Règles.

d) L'Organisation peut adopter des dispositifs de séparation du trafic aux fins des présentes Règles.

e) Toutes les fois qu'un gouvernement considère qu'un navire de construction spéciale ou affecté à des opérations spéciales ne peut se conformer à toutes les dispositions de l'une quelconque des présentes Règles en ce qui concerne le nombre, l'emplacement, la portée ou le secteur de visibilité des feux et marques, ainsi que l'implantation et les caractéristiques des dispositifs de signalisation sonore, sans gêner les fonctions spéciales du navire, ce navire doit se conformer à telles autres dispositions relatives au nombre, à l'emplacement, à la portée ou au secteur de visibilité des feux ou marques, ainsi qu'à l'implantation et aux caractéristiques des dispositifs de signalisation sonore, qui, de l'avis du gouvernement intéressé, permettent dans ces cas de se conformer d'aussi près que possible aux présentes Règles.

REGLE 2

Responsabilité

a) Aucune disposition des présentes Règles ne saurait exonérer soit un navire, soit son propriétaire, son capitaine ou son équipage des conséquences d'une négligence quelconque quant à l'application des présentes Règles ou quant à toute précaution que commandent l'expérience ordinaire du marin ou les circonstances particulières dans lesquelles se trouve le navire.

b) En interprétant et en appliquant les présentes Règles, on doit tenir dûment compte de tous les dangers de la navigation et des risques d'abordage, ainsi que de toutes les circonstances particulières, notamment les limites d'utilisation des navires en cause, qui peuvent obliger à s'écarter des présentes Règles pour éviter un danger immédiat.

REGLE 3

Définitions générales

Aux fins des présentes Règles, sauf dispositions contraires résultant du contexte :

a) Le terme "navire" désigne tout engin ou tout appareil de quelque nature que ce soit, y compris les engins sans tirant d'eau et les hydravions, utilisé ou susceptible d'être utilisé comme moyen de transport sur l'eau.

b) L'expression "navire à propulsion mécanique" désigne tout navire mû par une machine.

c) L'expression "navire à voile" désigne tout navire marchant à la voile, même s'il possède une machine propulsive, à condition toutefois que celle-ci ne soit pas utilisée.

d) L'expression "navire en train de pêcher" désigne tout navire qui pêche avec des filets, lignes, chaluts ou autres engins de pêche réduisant sa capacité de manoeuvre, mais ne s'applique pas aux navires qui pêchent avec des lignes traînantes ou autres engins de pêche ne réduisant pas leur capacité de manoeuvre.

e) Le terme "hydravion" désigne tout aéronef conçu pour manoeuvrer sur l'eau.

f) L'expression "navire qui n'est pas maître de sa manoeuvre" désigne un navire qui, en raison de circonstances exceptionnelles, n'est pas en mesure de manoeuvrer conformément aux présentes Règles et ne peut donc pas s'écarter de la route d'un autre navire.

g) L'expression "navire à capacité de manoeuvre restreinte" désigne tout navire dont la capacité à manoeuvrer conformément aux présentes Règles est limitée de par la nature de ses travaux, et qui ne peut par conséquent pas s'écarter de la route d'un autre navire.

Les navires suivants doivent être considérés comme navires à capacité de manoeuvre restreinte :

i) les navires en train de poser ou de relever une bouée, un câble ou un pipe-line sous-marins, ou d'en assurer l'entretien;

ii) les navires en train d'effectuer des opérations de dragage, d'hydrographie ou d'océanographie, ou des travaux sous-marins;

iii) les navires en train d'effectuer un ravitaillement ou de transborder des personnes, des provisions ou une cargaison et faisant route;

iv) les navires en train d'effectuer des opérations de décollage ou d'appontage ou de récupération d'aéronefs;

v) les navires en train d'effectuer des opérations de dragage de mines;

vi) les navires en train d'effectuer une opération de remorquage qui permet difficilement au navire remorqueur et à sa remorque de modifier leur route.

h) L'expression "navire handicapé par son tirant d'eau" désigne tout navire à propulsion mécanique qui, en raison de son tirant d'eau et de la profondeur de l'eau disponible, peut difficilement modifier sa route.

i) L'expression "faisant route" s'applique à tout navire qui n'est ni à l'ancre, ni amarré à terre, ni échoué.

j) Les termes "longueur" et "largeur" d'un navire désignent sa longueur hors tout et sa plus grande largeur.

k) Deux navires ne sont considérés comme étant en vue l'un de l'autre que lorsque l'un d'eux peut être observé visuellement par l'autre.

l) L'expression "visibilité réduite" désigne toute situation où la visibilité est diminuée par suite de brume, bruine, neige, forts grains de pluie ou tempêtes de sable, ou pour toutes autres causes analogues.

PARTIE B - REGLES DE BARRE ET DE ROUTE

SECTION I - CONDUITE DES NAVIRES DANS TOUTES LES CONDITIONS DE VISIBILITE

REGLE 4

Champ d'application

Les règles de la présente section s'appliquent dans toutes les conditions de visibilité.

REGLE 5

Veille

Tout navire doit en permanence assurer une veille visuelle et auditive appropriée, en utilisant également tous les moyens disponibles qui sont adaptés aux circonstances et conditions existantes, de manière à permettre une pleine appréciation de la situation et du risque d'abordage.

REGLE 6

Vitesse de sécurité

Tout navire doit maintenir en permanence une vitesse de sécurité telle qu'il puisse prendre des mesures appropriées et efficaces pour éviter un abordage et pour s'arrêter sur une distance adaptée aux circonstances et conditions existantes.

Les facteurs suivants doivent notamment être pris en considération pour déterminer la vitesse de sécurité :

a) Par tous les navires :

i) la visibilité;

ii) la densité du trafic et notamment les concentrations de navires de pêche ou de tous autres navires;

iii) la capacité de manoeuvre du navire et plus particulièrement sa distance d'arrêt et ses qualités de giration dans les conditions existantes;

iv) de nuit, la présence d'un arrière-plan lumineux tel que celui créé par des feux côtiers ou une diffusion de la lumière des propres feux du navire;

v) l'état du vent, de la mer et des courants et la proximité de risques pour la navigation;

vi) le tirant d'eau en fonction de la profondeur d'eau disponible.

b) De plus, par les navires qui utilisent un radar :

i) les caractéristiques, l'efficacité et les limites d'utilisation de l'équipement radar;

ii) les limitations qui résultent de l'échelle de portée utilisée sur le radar;

iii) l'effet de l'état de la mer, des conditions météorologiques et d'autres sources de brouillage sur la détection au radar;

iv) le fait que les petits bâtiments, les glaces et d'autres objets flottants peuvent ne pas être décelés par le radar à une distance suffisante;

v) le nombre, la position et le mouvement des navires détectés par le radar;

vi) le fait qu'il est possible d'apprécier plus exactement la visibilité lorsque le radar est utilisé pour déterminer la distance des navires et des autres objets situés dans les parages.

REGLE 7

Risque d'abordage

a) Tout navire doit utiliser tous les moyens disponibles qui sont adaptés aux circonstances et conditions existantes pour déterminer s'il existe un risque d'abordage. S'il y a doute quant au risque d'abordage, on doit considérer que ce risque existe.

b) S'il y a à bord un équipement radar en état de marche, on doit l'utiliser de façon appropriée en recourant, en particulier, au balayage à longue portee afin de déceler à l'avance un risque d'abordage, ainsi qu'au "plotting" radar ou à toute autre observation systématique equivalente des objets détectés.

c) On doit éviter de tirer des conclusions de renseignements insuffisants, notamment de renseignements radar insuffisants.

d) L'évaluation d'un risque d'abordage doit notamment tenir compte des considérations suivantes :

i) il y a risque d'abordage si le relèvement au compas d'un navire qui s'approche ne change pas de manière appréciable;

ii) un tel risque peut parfois exister même si l'on observe une variation appréciable du relèvement, particulièrement lorsque l'on s'approche d'un très grand navire, d'un train de remorque ou d'un navire qui est à courte distance.

REGLE 8

Manoeuvres pour éviter les abordages

a) Toute manoeuvre entreprise pour éviter un abordage doit, si les circonstances le permettent, être exécutée franchement, largement à temps et conformément aux bons usages maritimes.

b) Tout changement de cap ou de vitesse, ou des deux à la fois, visant à éviter un abordage doit, si les circonstances le permettent, être assez important pour être immédiatement perçu par tout navire qui l'observe visuellement ou au radar; une succession de changements peu importants de cap ou de vitesse, ou des deux à la fois, est à éviter.

c) Si le navire a suffisamment de place, le changement de cap à lui seul peut être la manoeuvre la plus efficace pour éviter de se trouver en situation très rapprochée à condition que cette manoeuvre soit faite largement à temps, qu'elle soit franche et qu'elle n'aboutisse pas à une autre situation très rapprochée.

d) Les manoeuvres effectuées pour éviter l'abordage avec un autre navire doivent être telles qu'elles permettent de passer à une distance suffisante. L'efficacité des manoeuvres doit être attentivement contrôlée jusqu'à ce que l'autre navire soit définitivement paré et clair.

e) Si cela est nécessaire pour éviter un abordage ou pour laisser plus de temps pour apprécier la situation, un navire doit réduire sa vitesse ou casser son erre en arrêtant son appareil propulsif ou en battant en arrière au moyen de cet appareil.

REGLE 9

Chenaux étroits

a) Les navires faisant route dans un chenal étroit ou une voie d'accès doivent, lorsque cela peut se faire sans danger, naviguer aussi près que possible de la limite extérieure droite du chenal ou de la voie d'accès.

b) Les navires de longueur inférieure à 20 mètres et les navires a voile ne doivent pas gêner le passage des navires qui ne peuvent naviguer en toute sécurité qu'à l'intérieur d'un chenal étroit ou d'une voie d'accès.

c) Les navires en train de pêcher ne doivent pas gêner le passage des autres navires naviguant a l'intérieur d'un chenal étroit ou d'une voie d'acces.

d) Un navire ne doit pas traverser un chenal étroit ou une voie d'accès si, ce faisant, il gêne le passage des navires qui ne peuvent naviguer en toute sécurité qu'à l'intérieur de ce chenal ou de cette voie d'accès; ces derniers navires peuvent utiliser le signal sonore presorit par la règle 34 d) s'ils doutent des intentions du navire qui traverse le chenal ou la voie d'acces.

e) i) Dans un chenal étroit ou une voie d'accès, lorsqu'un dépassement ne peut s'effectuer que si le navire rattrapé manoeuvre pour permettre à l'autre navire de le dépasser en toute sécurité, le navire qui a l'intention de dépasser doit faire connaître son intention en émettant le signal sonore approprié prescrit par la regle 34 c) i). Le navire rattrapé doit, s'il est d'accord, faire entendre le signal approprié prescrit par la règle 34 c) ii) et manoeuvrer de maniere à permettre un dépassement en toute sécurité. S'il est dans le doute, il peut émettre les signaux sonores prescrits par la règle 34 d);

ii) la présente règle ne saurait dispenser le navire qui rattrape de l'obligation de se conformer aux dispositions de la règle 13.

f) Un navire qui s'approche d'un coude ou d'un endroit situé dans un chenal étroit ou une voie d'accès où d'autres navires peuvent être cachés par la présence d'obstacles doit naviguer dans cette zone avec une prudence et une vigilance particulières et faire entendre le signal approprié prescrit par la règle 34 e).

g) Tout navire doit, si les circonstances le permettent, éviter de mouiller dans un chenal étroit.

REGLE 10

Dispositifs de séparation du trafic

a) La présente règle s'applique aux dispositifs de séparation du trafic adoptés par l'Organisation.

b) Les navires qui naviguent à l'intérieur d'un dispositif de séparation du trafic doivent :

i) suivre la voie de circulation appropriée dans la direction générale du trafic pour cette voie;

ii) s'écarter dans toute la mesure du possible de la ligne ou de la zone de séparation du trafic;

iii) en règle générale, s'engager dans une voie de circulation ou en sortir à l'une des extrémités, mais lorsqu'ils s'y engagent ou en sortent latéralement, effectuer cette manoeuvre sous un angle aussi réduit que possible par rapport à la direction générale du trafic.

c) Les navires doivent éviter autant que possible de couper les voies de circulation mais, s'ils y sont obligés, ils doivent autant que possible le faire perpendiculairement à la direction générale du trafic.

d) Les zones de navigation côtières ne doivent pas normalement être utilisées par le trafic direct, qui peut en toute sécurité utiliser la voie de circulation appropriée du dispositif adjacent de séparation du trafic.

e) Les navires qui ne coupent pas un dispositif ne doivent normalement pas pénétrer dans une zone de séparation ou franchir une ligne de séparation sauf :

i) en cas d'urgence, pour éviter un danger immédiat;

ii) pour pêcher dans une zone de séparation.

f) Les navires qui naviguent dans des zones proches des extrémités d'un dispositif de séparation du trafic doivent le faire avec une vigilance particulière.

g) Les navires doivent éviter, dans toute la mesure du possible, de mouiller à l'intérieur d'un dispositif de séparation du trafic ou dans les zones proches de ses extrémités.

h) Les navires qui n'utilisent pas un dispositif de séparation du trafic doivent s'en ecarter aussi largement que possible.

i) Les navires en train de pêcher ne doivent pas gêner le passage des navires qui suivent une voie de circulation.

j) Les navires de longueur inférieure à 20 mètres ou les navires à voile ne doivent pas gêner le passage des navires à propulsion mécanique qui suivent une voie de circulation.

SECTION II - CONDUITE DES NAVIRES
EN VUE LES UNS DES AUTRES

REGLE 11

Champ d'application

Les règles de la présente section s'appliquent aux navires qui sont en vue les uns des autres.

REGLE 12

Navires à voile

a) Lorsque deux navires à voile s'approchent l'un de l'autre de manière à faire craindre un abordage, l'un d'eux doit s'écarter de la route de l'autre comme suit :

i) quand les navires reçoivent le vent d'un bord différent, celui qui reçoit le vent de bâbord doit s'écarter de la route de l'autre;

ii) quand les deux navires reçoivent le vent du même bord, celui qui est au vent doit s'écarter de la route de celui qui est sous le vent;

iii) si un navire qui reçoit le vent de bâbord voit un autre navire au vent et ne peut pas déterminer avec certitude si cet autre navire reçoit le vent de bâbord ou de tribord, le premier doit s'écarter de la route de l'autre.

b) Aux fins d'application de la présente règle, le côté d'où vient le vent doit être considéré comme étant celui du bord opposé au bord de brassage de la grand voile ou, dans le cas d'un navire à phares carrés, le côté opposé au bord de brassage de la plus grande voile aurique (ou triangulaire).

REGLE 13

Navire qui en rattrape un autre

a) Nonobstant toute disposition des règles de la présente section, tout navire qui en rattrape un autre doit s'écarter de la route de ce dernier.

b) Doit se considérer comme en rattrapant un autre un navire qui s'approche d'un autre navire en venant d'une direction de plus de 22,5 degrés sur l'arrière du travers de ce dernier, c'est-à-dire qui se trouve dans une position telle, par rapport au navire rattrapé, que, de nuit, il pourrait voir seulement le feu arrière de ce navire, sans voir aucun de ses feux de côté.

c) Lorsqu'un navire ne peut déterminer avec certitude s'il en rattrape un autre, il doit se considérer comme un navire qui en rattrape un autre et manoeuvrer en conséquence.

d) Aucun changement ultérieur dans le relèvement entre les deux navires ne peut faire considérer le navire qui rattrape l'autre comme croisant la route de ce dernier au sens des présentes règles ni l'affranchir de l'obligation de s'écarter de la route du navire rattrapé jusqu'à ce qu'il soit tout à fait paré et clair.

REGLE 14

Navires qui font des routes directement opposées

a) Lorsque deux navires à propulsion mécanique font des routes directement opposées ou à peu près opposées de telle sorte qu'il existe un risque d'abordage, chacun d'eux doit venir sur tribord pour passer par bâbord l'un de l'autre.

b) On doit considérer qu'une telle situation existe lorsqu'un navire en voit un autre devant lui ou pratiquement devant lui, de sorte que, de nuit, il verrait les

feux de mât de l'autre navire, l'un par l'autre ou presque et/ou ses deux feux de côté et que, de jour, il verrait l'autre navire sous un angle correspondant.

c) Lorsqu'un navire ne peut déterminer avec certitude si une telle situation existe, il doit considérer qu'elle existe effectivement et manoeuvrer en conséquence.

REGLE 15

Navires dont les routes se croisent

Lorsque deux navires à propulsion mécanique font des routes qui se croisent de telle sorte qu'il existe un risque d'abordage, le navire qui voit l'autre navire sur tribord doit s'écarter de la route de celui-ci et, si les circonstances le permettent, éviter de croiser sa route sur l'avant.

REGLE 16

Manoeuvre du navire non privilégié

Tout navire qui est tenu de s'écarter de la route d'un autre navire doit, autant que possible, manoeuvrer de bonne heure et franchement de manière à s'écarter largement.

REGLE 17

Manoeuvre du navire privilégié

a) i) Lorsqu'un navire est tenu de s'écarter de la route d'un autre navire, cet autre navire doit maintenir son cap et sa vitesse.

ii) Néanmoins, ce dernier peut manoeuvrer, afin d'éviter l'abordage par sa seule manoeuvre, aussitôt qu'il lui paraît évident que le navire qui est dans

l'obligation de s'écarter de sa route n'effectue pas la manoeuvre appropriée prescrite par les presentes Règles.

b) Quand, pour une cause quelconque, le navire qui est tenu de maintenir son cap et sa vitesse se trouve tellement près de l'autre que l'abordage ne peut être évité par la seule manoeuvre du navire qui doit laisser la route libre, il doit de son côté faire la manoeuvre qui est la meilleure pour aider à éviter l'abordage.

c) Un navire à propulsion mécanique qui manoeuvre pour éviter un abordage avec un autre navire à propulsion mécanique dont la route croise la sienne dans les conditions prévues à l'alinéa a) ii) de la présente règle ne doit pas, si les circonstances le permettent, abattre sur bâbord lorsque l'autre navire est bâbord à lui.

d) La présente règle ne saurait dispenser le navire qui doit laisser la route libre de l'obligation de s'écarter de la route de l'autre navire.

REGLE 18

Responsabilités réciproques des navires

Sauf dispositions contraires des règles 9, 10 et 13 :

a) Un navire à propulsion mécanique faisant route doit s'écarter de la route :

i) d'un navire qui n'est pas maître de sa manoeuvre;

ii) d'un navire à capacité de manoeuvre restreinte;

iii) d'un navire en train de pêcher;

iv) d'un navire à voile.

b) Un navire à voile faisant route doit s'écarter de la route :

i) d'un navire qui n'est pas maître de sa manoeuvre;

ii) d'un navire à capacité de manoeuvre restreinte;

iii) d'un navire en train de pêcher.

c) Un navire en train de pêcher et faisant route doit, dans la mesure du possible, s'écarter de la route :

i) d'un navire qui n'est pas maître de sa manoeuvre;

ii) d'un navire à capacité de manoeuvre restreinte.

d) i) Tout navire autre qu'un navire qui n'est pas maître de sa manoeuvre ou qu'un navire à capacité de manoeuvre restreinte doit, si les circonstances le permettent, éviter de gêner le libre passage d'un navire handicapé par son tirant d'eau, qui montre les signaux prévus à la règle 28.

ii) Un navire handicapé par son tirant d'eau doit naviguer avec une prudence particulière, en tenant dûment compte de sa situation spéciale.

e) Un hydravion amerri doit, en règle générale, se tenir largement à l'écart de tous les navires et éviter de gêner leur navigation. Toutefois, lorsqu'il y a risque d'abordage, cet hydravion doit se conformer aux règles de la présente partie.

SECTION III - CONDUITE DES NAVIRES PAR VISIBILITE REDUITE

REGLE 19

Conduite des navires par visibilité réduite

a) La présente règle s'applique aux navires qui ne sont pas en vue les uns des autres et qui naviguent à l'intérieur ou à proximité de zones de visibilité réduite.

b) Tout navire doit naviguer à une vitesse de sécurité adaptée aux circonstances existantes et aux conditions de visibilité réduite. Les navires à propulsion mécanique doivent tenir leurs machines prêtes à manoeuvrer immédiatement.

c) Tout navire, lorsqu'il applique les règles de la section I de la présente partie, doit tenir dûment compte des circonstances existantes et des conditions de visibilité réduite.

d) Un navire qui detecte au radar seulement la présence d'un autre navire doit déterminer si une situation très rapprochée est en train de se créer et/ou si un risque d'abordage existe. Dans ce cas, il doit prendre largement à temps des mesures pour éviter cette situation; toutefois, si ces mesures consistent en un changement de cap, il convient d'éviter, dans la mesure du possible, les manoeuvres suivantes :

i) un changement de cap sur bâbord dans le cas d'un navire qui se trouve sur l'avant du travers, sauf si ce navire est en train d'être rattrapé;

ii) un changement de cap en direction d'un navire qui vient par le travers ou sur l'arriere du travers.

e) Sauf lorsqu'il a été établi qu'il n'existe pas de risque d'abordage, tout navire qui entend, dans une direction qui lui paraît être sur l'avant du travers, le signal de brume d'un autre navire, ou qui ne peut éviter une situation très rapprochée avec un autre navire situé sur l'avant du travers, doit réduire sa vitesse au minimum nécessaire pour maintenir son cap. Il doit, si nécessaire, cesser son erre et, en toutes circonstances, naviguer avec une extrême précaution jusqu'à ce que le risque d'abordage soit passé.

PARTIE C - FEUX ET MARQUES

REGLE 20

Champ d'application

a) Les regles de la présente partie doivent être observees par tous les temps.

b) Les règles concernant les feux doivent être observées du coucher au lever du soleil. Pendant cet intervalle, on ne doit montrer aucun autre feu pouvant être confondu avec les feux prescrits par les présentes règles et pouvant gêner la visibilité ou le caractère distinctif de ceux-ci ou pouvant empêcher d'exercer une veille satisfaisante.

c) Les feux prescrits par les présentes règles, lorsqu'ils existent, doivent également être montrés du lever au coucher du soleil par visibilité réduite et peuvent être montrés dans toutes les autres circonstances où cette mesure est jugée nécessaire.

d) Les règles concernant les marques doivent être observées de jour.

e) Les feux et les marques prescrits par les présentes règles doivent être conformes aux dispositions de l'Annexe I des présentes Règles.

REGLE 21

Définitions

a) L'expression "feu de tête de mât" désigne un feu blanc placé au-dessus de l'axe longitudinal du navire, projetant une lumière ininterrompue sur tout le parcours d'un arc d'horizon de 225 degrés et disposé de manière à projeter cette lumière depuis l'avant jusqu'à 22,5 degrés sur l'arrière du travers de chaque bord.

b) L'expression "feux de côté" designe un feu vert placé a tribord et un feu rouge placé à bâbord, projetant chacun une lumière ininterrompue sur tout le parcours d'un arc d'horizon de 112,5 degrés et disposés de manière à projeter cette lumière depuis l'avant jusqu'à 22,5 degrés sur l'arrière du travers de leur côté respectif. A bord des navires de longueur inférieure à 20 mètres, les feux de côté peuvent être combines en un seul fanal place dans l'axe longitudinal du navire.

c) L'expression "feu de poupe" désigne un feu blanc place aussi près que possible de la poupe, projetant une lumière ininterrompue sur tout le parcours d'un arc d'horizon de 135 degrés et disposé de maniere à projeter cette lumiere sur un secteur de 67,5 degrés de chaque bord à partir de l'arrière.

d) L'expression "feu de remorquage" désigne un feu jaune ayant les mêmes caractéristiques que le feu de poupe défini au paragraphe c) de la présente règle.

e) L'expression "feu visible sur tout l'horizon" désigne un feu projetant une lumière ininterrompue sur un arc d'horizon de 360 degrés.

f) L'expression "feu a eclats" désigne un feu à éclats réguliers dont le rythme est de 120 éclats ou plus par minute.

REGLE 22

Portée lumineuse des feux

Les feux prescrits par les présentes Règles doivent avoir l'intensité spécifiée à la section 8 de l'Annexe I du présent Règlement, de manière à être visibles aux distances minimales suivantes :

a) pour les navires de longueur égale ou supérieure à 50 mètres :

- feu de tête de mât : 6 milles
- feu de côté : 3 milles

- feu de poupe : 3 milles
- feu de remorquage : 3 milles
- feu blanc, rouge, vert ou jaune visible sur tout l'horizon : 3 milles

b) pour les navires de longueur égale ou supérieure à 12 mètres, mais inférieure à 50 mètres :

- feu de tête de mât : 5 milles; si la longueur du navire est inférieure à 20 mètres : 3 milles
- feu de côté : 2 milles
- feu de poupe : 2 milles
- feu de remorquage : 2 milles
- feu blanc, rouge, vert ou jaune visible sur tout l'horizon : 2 milles

c) pour les navires de longueur inférieure à 12 mètres :

- feu de tête de mât : 2 milles
- feu de côté : 1 mille
- feu de poupe : 2 milles
- feu de remorquage : 2 milles
- feu blanc, rouge, vert ou jaune visible sur tout l'horizon : 2 milles

REGLE 23

Navires à propulsion mécanique faisant route

a) Un navire à propulsion mécanique faisant route doit montrer :

i) un feu de tête de mât à l'avant;

ii) un second feu de tête de mât à l'arrière du premier et plus haut que celui-ci; toutefois, les navires de longueur inférieure à 50 mètres ne sont pas tenus de montrer ce feu, mais peuvent le faire;

iii) des feux de côté;

iv) un feu de poupe.

b) Un aéroglisseur exploité sans tirant d'eau doit, outre les feux prescrits au paragraphe a) de la présente règle, montrer un feu jaune à éclats visible sur tout l'horizon.

c) 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. En outre, ce navire doit, si possible, montrer des feux de côté.

REGLE 24

Remorquage et poussage

a) Un navire à propulsion mécanique en train de remorquer doit montrer :

i) au lieu du feu prescrit par la règle 23 a) i), à l'avant, deux feux de tête de mât superposés. Lorsque la longueur du train de remorque mesurée de l'arrière du navire remorquant à l'extrémité arrière du train de remorque dépasse 200 mètres, il doit montrer trois de ces feux superposés;

ii) des feux de côté;

iii) un feu de poupe;

iv) un feu de remorquage placé à la verticale au-dessus du feu de poupe;

v) à l'endroit le plus visible, lorsque la longueur du train de remorque dépasse 200 mètres, une marque biconique.

b) Un navire en train de pousser et un navire poussé en avant reliés par un raccordement rigide de manière à former une unité composite doivent être considérés comme un navire à propulsion mécanique et montrer les feux prescrits par la règle 23.

c) Un navire à propulsion mécanique en train de pousser en avant ou de remorquer à couple, doit, sauf s'il s'agit d'une unité composite, montrer :

i) au lieu du feu prescrit par la règle 23 a) i), à l'avant, deux feux de tête de mât superposés;

ii) des feux de côté;

iii) un feu de poupe.

d) Un navire à propulsion mécanique auquel les dispositions des paragraphes a) et c) de la présente règle s'appliquent, doit egalement se conformer aux dispositions de la règle 23 a) ii).

e) Un navire ou objet remorqué doit montrer :

i) des feux de côté;

ii) un feu de poupe;

iii) à l'endroit le plus visible, lorsque la longueur du train de remorque dépasse 200 mètres, une marque biconique.

f) Etant entendu que les feux d'un nombre quelconque de navires remorqués à couple ou poussés en groupe doivent correspondre à ceux d'un seul navire,

i) un navire poussé en avant, ne faisant pas partie d'une unité composite, doit montrer à son extrémité avant, des feux de côté;

ii) un navire remorqué à couple doit montrer un feu de poupe et, à son extrémité avant, des feux de côté.

g) Si, pour une raison suffisante, le navire ou l'objet remorqué est dans l'impossibilité de montrer les feux prescrits au paragraphe e) 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 du navire ou de l'objet sans feux.

REGLE 25

Navires à voile faisant route
et navires a l'aviron

a) Un navire a voile qui fait route doit montrer :

i) des feux de côté;

ii) un feu de poupe.

b) A bord d'un navire à voile de longueur inférieure à 12 mètres, les feux prescrits au paragraphe a) de la présente règle peuvent être réunis en un seul fanal placé au sommet ou a la partie supérieure du mât, à l'endroit le plus visible.

c) En plus des feux prescrits au paragraphe a) de la présente règle, un navire à voile faisant route peut montrer, au sommet ou a la partie superieure du mât, à l'endroit où ils sont le plus apparents, deux feux superposés visibles sur tout l'horizon, le feu supérieur étant rouge et le feu inférieur vert. Toutefois, ces feux ne doivent pas être montrés en même temps que le fanal autorisé par le paragraphe b) de la presente regle.

d) i) Un navire à voile de longueur inférieure à 7 mètres doit, si possible, montrer les feux prescrits aux paragraphes a) ou b) de la présente regle mais, s'il ne le fait pas, il doit être prêt a montrer immédiatement, pour prévenir un abordage, une lampe électrique ou un fanal allumé à feu blanc.

ii) Un navire à l'aviron peut montrer les feux prescrits par la presente regle pour les navires à voile mais, s'il ne le fait pas, il doit être prêt à montrer immédiatement, pour prévenir un abordage, une lampe électrique ou un fanal allumé à feu blanc.

e) Un navire qui fait route simultanément à la voile et au moyen d'un appareil propulsif doit montrer à l'avant, à l'endroit le plus visible, une marque de forme conique, la pointe en bas.

REGLE 26

Navires de pêche

a) Un navire en train de pêcher ne doit, lorsqu'il fait route ou lorsqu'il est au mouillage, montrer que les feux et marques prescrits par la présente règle.

b) Un navire en train de chaluter, c'est-à-dire de tirer dans l'eau un chalut ou autre engin de pêche, doit montrer :

i) deux feux superposés visibles sur tout l'horizon, le feu superieur étant vert et le feu inférieur blanc, ou une marque formée de deux cônes superposés reunis par la pointe; un navire de longueur inferieure a 20 mètres peut, au lieu de cette marque, montrer un panier;

ii) un feu de tête de mât dispose à une hauteur superieure à celle du feu vert visible sur tout l'horizon et à l'arrière de celui-ci. Les navires de longueur inferieure à 50 mètres ne sont pas tenus de montrer ce feu, mais peuvent le faire;

iii) lorsqu'il a de l'erre, outre les feux prescrits au présent paragraphe, des feux de côté et un feu de poupe.

c) Un navire en train de pêcher, autre qu'un navire en train de chaluter, doit montrer :

i) deux feux superposés visibles sur tout l'horizon, le feu supérieur étant rouge et le feu inférieur blanc, ou une marque formée de deux cônes superposés réunis par la pointe; un navire de longueur inferieure à 20 metres peut, au lieu de cette marque, montrer un panier;

ii) si son engin de pêche est déployé sur une distance horizontale supérieure à 150 mètres à partir

du navire, un feu blanc visible sur tout l'horizon ou un cône, la pointe en haut, dans l'alignement de l'engin;

iii) lorsqu'il a de l'erre, outre les feux prescrits au présent paragraphe, des feux de côté et un feu de poupe.

d) Un navire en train de pêcher a proximité d'autres navires en train de pêcher peut montrer les signaux supplémentaires décrits à l'Annexe II du présent Règlement.

e) Un navire qui n'est pas en train de pêcher ne doit pas montrer les feux ou marques prescrits par la présente règle, mais seulement ceux qui sont prescrits pour un navire de sa longueur.

REGLE 27

Navires qui ne sont pas maîtres de leur manoeuvre et navires a capacité de manoeuvre restreinte

a) Un navire qui n'est pas maître de sa manoeuvre doit montrer :

i) à l'endroit le plus visible, deux feux rouges superposes visibles sur tout l'horizon;

ii) à l'endroit le plus visible, deux boules ou marques analogues superposées;

iii) lorsqu'il a de l'erre, outre les feux presorits au présent paragraphe, des feux de côté et un feu de poupe.

b) Un navire a capacité de manoeuvre restreinte, autre qu'un navire effectuant des opérations de dragage de mines, doit montrer :

i) a 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) à l'endroit le plus visible, trois marques superposées, les marques supérieure et inférieure étant des boules, celle du milieu un bicône;

iii) lorsqu'il a de l'erre, outre les feux prescrits à l'alinéa i), des feux de tête de mât, des feux de côté et un feu de poupe;

iv) lorsqu'il est au mouillage, outre les feux ou marques prescrits aux alinéas i) et ii), les feux ou marques prescrits par la règle 30.

c) Un navire en train d'effectuer une opération de remorquage qui rend impossible un changement de cap doit, outre les feux ou marques prescrits au paragraphe b) i) et les marques prescrites au paragraphe b) ii) de la présente règle, montrer les feux ou marques prescrits par la règle 24 a).

d) Un navire à capacité de manoeuvre restreinte en train de draguer ou d'effectuer des opérations sous-marines, doit montrer les feux et marques prescrits au paragraphe b) de la présente règle et, lorsqu'il existe une obstruction, doit montrer en outre :

i) deux feux rouges visibles sur tout l'horizon ou deux boules superposés pour indiquer le côté où se trouve l'obstruction;

ii) deux feux verts visibles sur tout l'horizon ou deux bicônes superposés pour indiquer le côté sur lequel un autre navire peut passer;

iii) lorsqu'il a de l'erre, outre les feux prescrits au présent paragraphe, des feux de tête de mât, des feux de côté et un feu de poupe;

iv) un navire auquel les dispositions du présent paragraphe s'appliquent doit, lorsqu'il est au mouillage, montrer, au lieu des feux ou marques prescrits par la règle 30, les feux prescrits aux alinéas i) et ii).

e) Un navire participant à des opérations de plongée qui ne peut, en raison de ses dimensions, montrer les marques prescrites au paragraphe d) de la présente règle, doit montrer une reproduction rigide, d'au moins 1 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.

f) Un navire effectuant des opérations de dragage de mines doit montrer, outre les feux prescrits pour les navires à propulsion mécanique par la regle 23, trois feux verts visibles sur tout l'horizon ou trois boules. Il doit montrer un de ces feux ou marques à la tête du mât de misaine ou à proximite de celle-ci, 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 de l'arrière ou à moins de 500 mètres de chaque bord du dragueur de mines.

g) Les navires de longueur inférieure à 7 mètres ne sont pas tenus de montrer les feux prescrits par la présente règle.

h) Les signaux prescrits par la présente règle ne sont pas des signaux de navires en détresse et demandant assistance. Les signaux de cette dernière catégorie font l'objet de l'Annexe IV du présent Règlement.

REGLE 28

Navires handicapés par leur tirant d'eau

Un navire handicapé par son tirant d'eau peut, outre les feux prescrits pour les navires a propulsion mécanique par la règle 23, montrer à l'endroit le plus visible trois feux rouges superposés visibles sur tout l'horizon ou une marque cylindrique.

REGLE 29

Bateaux-pilotes

a) Un bateau-pilote en service de pilotage doit montrer :

i) à la tête du mât ou à proximité de celle-ci, deux feux superposés visibles sur tout l'horizon, le feu supérieur étant blanc et le feu inférieur rouge;

ii) de plus, lorsqu'il fait route, des feux de côté et un feu de poupe;

iii) au mouillage, outre les feux prescrits à l'alinéa i), le ou les feux de mouillage ou la marque de mouillage.

b) Un bateau-pilote qui n'est pas en service de pilotage doit montrer les feux ou marques prescrits pour un navire de sa longueur.

REGLE 30

Navires au mouillage et navires échoués

a) Un navire au mouillage doit montrer à l'endroit le plus visible :

i) à l'avant, un feu blanc visible sur tout l'horizon ou une boule;

ii) à l'arrière ou près de l'arrière, plus bas que le feu prescrit à l'alinéa i), un feu blanc visible sur tout l'horizon.

b) Un navire au mouillage de longueur inférieure à 50 mètres peut montrer, à l'endroit le plus visible, un feu blanc visible sur tout l'horizon, au lieu des feux prescrits au paragraphe a) de la présente règle.

c) En outre, un navire au mouillage peut utiliser ses feux de travail disponibles ou des feux équivalents pour illuminer ses ponts. Cette disposition est obligatoire pour les navires de longueur égale ou supérieure à 100 mètres.

d) Un navire échoué doit montrer les feux prescrits aux paragraphes a) ou b) de la présente règle et, de plus, à l'endroit le plus visible :

i) deux feux rouges superposés visibles sur tout l'horizon;

ii) trois boules superposées.

e) Les navires de longueur inférieure à 7 mètres, lorsqu'ils sont au mouillage ou échoues, ne sont pas tenus de montrer les feux ou marques prescrits aux paragraphes a), b) ou d) de la présente regle, sauf s'ils sont au mouillage ou échoués dans un chenal étroit, une voie d'accès ou un ancrage, à proximité de ces lieux, ou sur les routes habituellement fréquentées par d'autres navires.

REGLE 31

Hydravions

Un hydravion qui est dans l'impossibilité de montrer les feux et marques présentant les caractéristiques et situés aux emplacements prescrits par les regles de la présente partie, doit montrer des feux et marques se rapprochant le plus possible de ceux prescrite par ces règles.

PARTIE D - SIGNAUX SONORES ET LUMINEUX

REGLE 32

Définitions

a) Le terme "sifflet" désigne tout appareil de signalisation sonore capable d'émettre les sons prescrits et conforme aux spécifications de l'Annexe III du présent Règlement.

b) L'expression "son bref" désigne un son d'une durée d'environ une seconde.

c) L'expression "son prolongé" désigne un son d'une durée de quatre à six secondes.

REGLE 33

Matériel de signalisation sonore

a) Les navires de longueur égale ou superieure à 12 mètres doivent être pourvus d'un sifflet et d'une cloche et les navires de longueur égale ou supérieure à 100 mètres doivent être en outre pourvus d'un gong dont le son et le timbre ne doivent pas pouvoir être confondus avec ceux de la cloche. Le sifflet, la cloche et le gong doivent satisfaire aux spécifications de l'Annexe III du présent Règlement. La cloche ou le gong, ou les deux, peuvent être remplacés par un autre matériel ayant respectivement les mêmes caractéristiques sonores, à condition qu'il soit toujours possible d'actionner manuellement les signaux prescrits.

b) Les navires de longueur inférieure à 12 mètres ne sont pas tenus d'avoir à leur bord les appareils de signalisation sonore prescrits au paragraphe a) de la présente règle, mais ils doivent, en l'absence de tels appareils, être munis d'un autre moyen d'émettre un signal sonore efficace.

REGLE 34

Signaux de manoeuvre et signaux d'avertissement

a) Lorsque des navires sont en vue les uns des autres, un navire à propulsion mecanique faisant route doit, lorsqu'il effectue des manoeuvres autorisées ou prescrites par les présentes Règles, indiquer ces manoeuvres par les signaux suivants, émis au sifflet :

- un son bref pour dire : "Je viens sur tribord";
- deux sons brefs pour dire : "Je viens sur bâbord";
- trois sons brefs pour dire : "Je bats en arrière".

b) Tous les navires peuvent compléter les signaux au sifflet prescrits au paragraphe a) de la présente règle par des signaux lumineux répétés, selon les besoins, pendant toute la durée de la manoeuvre :

i) ces signaux lumineux ont la signification suivante :

- un éclat pour dire : "Je viens sur tribord";

- deux éclats pour dire : "Je viens sur bâbord";

- trois éclats pour dire : "Je bats en arrière";

ii) chaque éclat doit durer une seconde environ, l'intervalle entre les éclats doit être d'une seconde environ et l'intervalle entre les signaux successifs doit être de dix secondes au moins;

iii) le feu utilisé pour ce signal doit, s'il existe, être un feu blanc visible sur tout l'horizon à une distance de cinq milles au moins et doit être conforme aux dispositions de l'Annexe I.

c) Lorsqu'ils sont en vue l'un de l'autre dans un chenal étroit ou une voie d'accès :

i) un navire qui entend en rattraper un autre doit, conformément aux dispositions de la règle 9 e) i), indiquer son intention en émettant au sifflet les signaux suivants :

- deux sons prolongés suivis d'un son bref pour dire : "Je compte vous rattraper sur tribord";

- deux sons prolongés suivis de deux sons brefs pour dire : "Je compte vous rattraper sur bâbord";

ii) le navire qui est sur le point d'être rattrapé doit, en manoeuvrant conformément aux dispositions de la règle 9 e) i), indiquer son accord en émettant au sifflet le signal suivant :

- un son prolongé, un son bref, un son prolonge et un son bref, émis dans cet ordre.

d) Lorsque deux navires en vue l'un de l'autre s'approchent l'un de l'autre et que, pour une raison quelconque, l'un d'eux ne comprend pas les intentions ou les manoeuvres de l'autre, ou se demande si l'autre navire prend les mesures suffisantes pour éviter l'abordage, le navire qui a des doutes les exprime immediatement en émettant au sifflet une série rapide d'au moins cinq sons brefs. Ce signal peut être complété par un signal lumineux d'au moins cinq éclats brefs et rapides.

e) Un navire s'approchant d'un coude ou d'une partie d'un chenal ou d'une voie d'accès où d'autres navires peuvent être cachés par un obstacle doit faire entendre un son prolongé. Tout navire venant dans sa direction qui entend le signal de l'autre côté du coude ou derrière l'obstacle doit répondre à ce signal en faisant entendre un son prolongé.

f) Lorsque des sifflets sont installés a bord d'un navire a une distance de plus de 100 mètres les uns des autres, on ne doit utiliser qu'un seul sifflet pour émettre des signaux de manoeuvre et des signaux avertisseurs.

REGLE 35

Signaux sonores par visibilité reduite

Tant de jour que de nuit, à l'intérieur ou à proximité d'une zone où la visibilité est réduite, les signaux prescrits par la présente règle doivent être utilisés comme suit :

a) Un navire à propulsion mécanique ayant de l'erre doit faire entendre un son prolongé à des intervalles ne dépassant pas deux minutes.

b) Un navire faisant route, mais stoppé et n'aya pas d'erre, doit faire entendre, à des intervalles ne dépassant pas deux minutes, deux sons prolonges séparés par un intervalle de deux secondes environ.

c) Un navire qui n'est pas maître de sa manoeuvre, un navire à capacité de manoeuvre restreinte, un navire handicapé par son tirant d'eau, un navire à voile, un navire en train de pêcher, et un navire qui en remorque ou en pousse un autre doivent émettre, au lieu des signaux prescrits aux paragraphes a) ou b) de la présente regle, trois sons consécutifs, à savoir un son prolongé suivi de deux sons brefs, à des intervalles ne dépassant pas deux minutes.

d) Un navire remorqué ou, s'il en est remorqué plus d'un, le dernier navire du convoi doit, s'il a un équipage à bord, faire entendre, à des intervalles ne dépassant pas deux minutes, quatre sons consécutifs, à savoir un son prolongé suivi de trois sons brefs. Lorsque cela est possible, ce signal doit être émis immédiatement après le signal du navire remorqueur.

e) Un navire en train de pousser et un navire poussé en avant reliés par un raccordement rigide de manière à former une unité composite doivent être considérés comme un navire à propulsion mécanique et doivent faire entendre les signaux prescrits aux paragraphes a) ou b) de la présente règle.

f) Un navire au mouillage doit sonner la cloche rapidement pendant cinq secondes environ, à des intervalles ne dépassant pas une minute. A bord d'un navire de longueur égale ou supérieure à 100 mètres, on doit sonner la cloche sur la partie avant du navire et, immediatement après, sonner rapidement le gong pendant cinq secondes environ sur la partie arrière. Un navire au mouillage peut en outre faire entendre trois sons consécutifs, à savoir un

son bref suivi d'un son prolongé et d'un son bref, pour signaler sa position et la possibilité d'un abordage à un navire qui s'approche.

g) Un navire échoue doit sonner la cloche et, en cas de besoin, faire entendre le gong, ainsi qu'il est prescrit au paragraphe f) de la présente règle. De plus, il doit faire entendre trois coups de cloche séparés et distincts immédiatement avant et apres avoir fait entendre la sonnerie rapide de la cloche. De plus, un navire échoué peut émettre au sifflet un signal approprié.

h) Un navire de longueur inférieure à 12 mètres n'est pas tenu de faire entendre les signaux mentionnés ci-dessus, mais lorsqu'il ne le fait pas, il doit faire entendre un autre signal sonore efficace a des intervalles ne dépassant pas deux minutes.

i) Un bateau-pilote en service de pilotage peut, outre les signaux prescrits aux paragraphes a), b) ou f) de la présente règle, faire entendre un signal d'identification consistant en quatre sons brefs.

REGLE 36

Signaux destinés à appeler l'attention

Tout navire peut, s'il juge nécessaire d'appeler l'attention d'un autre navire, emettre des signaux lumineux ou sonores ne pouvant être confondus avec tout autre signal autorisé par l'une quelconque des présentes règles, ou bien orienter le faisceau de son projecteur en direction du danger qui menace un navire de façon telle que ce faisceau ne puisse gêner d'autres navires.

REGLE 37

Signaux de détresse

Un navire qui est en détresse et demande assistance doit utiliser ou montrer les signaux prescrits à l'Annexe IV du présent Règlement.

PARTIE E - EXEMPTIONS

REGLE 38

Exemptions

Tout navire (ou catégorie de navires) qui satisfait aux prescriptions des Règles internationales de 1960 pour prévenir les abordages en mer et dont la quille est posée, ou qui se trouve à un stade de construction équivalent, avant l'entrée en vigueur du présent Règlement, peut bénéficier des exemptions suivantes qui s'appliquent audit Règlement :

a) Installation des feux dont la portée lumineuse est prescrite par la règle 22 : quatre ans à compter de la date d'entrée en vigueur du présent Règlement.

b) Installation des feux dont les couleurs sont prescrites à la section 7 de l'Annexe I du présent Règlement : quatre ans à compter de la date d'entrée en vigueur du présent Règlement.

c) Changement de l'emplacement des feux résultant du passage des mesures britanniques au système métrique et de l'arrondissement des chiffres des mesures : exemption permanente.

d) i) Changement de l'emplacement des feux de tête de mât à bord des navires de longueur inférieure à 150 mètres, résultant des prescriptions de la section 3 a) de l'Annexe I : exemption permanente.

ii) Changement de l'emplacement des feux de tête de mât à bord des navires de longueur égale ou supérieure à 150 mètres, résultant des prescriptions de la section 3 a) de l'Annexe I du présent Règlement : neuf ans à compter de la date d'entrée en vigueur du présent Règlement.

e) Changement de l'emplacement des feux de tête de mât résultant des prescriptions de la section 2 b) de l'Annexe I : neuf ans à compter de la date d'entrée en vigueur du présent Règlement.

f) Changement de l'emplacement des feux de côté résultant des prescriptions des sections 2 g) et 3 b) de l'Annexe I : neuf ans à compter de la date d'entrée en vigueur du présent Règlement.

g) Spécifications du matériel de signalisation sonore prescrites par l'Annexe III : neuf ans à compter de la date d'entrée en vigueur du présent Règlement.

ANNEXE I

EMPLACEMENT ET CARACTERISTIQUES TECHNIQUES
DES FEUX ET MARQUES

1. Definition

L'expression "hauteur au-dessus du plat-bord" designe la hauteur au-dessus du pont continu le plus élevé.

2. Emplacement et espacement des feux sur le plan vertical

a) A bord des navires a propulsion mecanique de longueur égale ou supérieure à 20 metres, les feux de tête de mât doivent être disposés comme suit :

i) le feu de tête de mât avant ou, le cas échéant, le feu unique, doit se trouver à une hauteur de 6 mètres au moins au-dessus du plat-bord et, si la largeur du navire dépasse 6 mètres, à une hauteur au-dessus du plat-bord au moins égale à cette largeur, sans qu'il soit toutefois nécessaire que cette hauteur depasse 12 metres;

ii) lorsqu'il existe deux feux de tête de mât, le feu arrière doit se trouver au moins 4,5 mètres plus haut que le feu avant.

b) La distance verticale entre les feux de tête de mât des navires a propulsion mecanique doit être telle que le feu arrière puisse toujours être vu distinctement au-dessus du feu avant, à une distance de 1 000 mètres de l'avant du navire au niveau de la mer, dans toutes les conditions normales d'assiette.

c) Le feu de tête de mât d'un navire à propulsion mécanique de longueur égale ou superieure à 12 mètres, mais inférieure à 20 mètres, doit se trouver à une hauteur de 2,5 mètres au moins au-dessus du plat-bord.

d) Un navire à propulsion mécanique de longueur inférieure à 12 mètres peut avoir son feu le plus élevé à une hauteur inférieure à 2,5 mètres au-dessus du plat-bord. Toutefois, lorsqu'il porte un feu de tête de mât en plus des feux de côté et du feu de poupe, ce feu de tête de mât doit se trouver à 1 mètre au moins au-dessus des feux de côté.

e) 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 d'un navire à propulsion mecanique.

f) En toutes circonstances, le feu ou les feux de tête de mât doivent être placés au-dessus et à bonne distance des autres feux et obstructions.

g) Les feux de côte d'un navire à propulsion méoanique doivent se trouver a une hauteur au-dessus du plat-bord ne dépassant pas les trois quarts de la hauteur du feu de tête de mât avant. Ils ne doivent pas être placés trop bas pour ne pas se confondre avec les lumières de pont.

h) Lorsqu'ils sont réunis en un fanal combiné et portés par un navire à propulsion mécanique de longueur inférieure à 20 mètres, les feux de côté doivent se trouver à 1 mètre au moins au-dessous du feu de tête de mât.

i) Lorsque les règles prescrivent deux ou trois feux superposés, ceux-ci doivent être espacés de la manière suivante :

i) à bord d'un navire de longueur égale ou supérieure à 20 mètres, ces feux doivent être espacés de 2 mètres au moins; le feu inférieur ne doit pas être a une hauteur de moins de 4 mètres au-dessus du plat-bord, sauf si le navire est tenu de porter un feu de remorquage;

ii) à bord d'un navire de longueur inférieure à 20 mètres, les feux doivent être espacés de 1 mètre au moins; le feu inférieur ne doit pas être à une hauteur de moins de 2 mètres au-dessus du plat-bord, sauf si le navire est tenu de porter un feu de remorquage;

iii) lorsque trois feux sont portés, ils doivent être placés à intervalles réguliers.

j) Le feu le plus bas des deux feux visibles sur tout l'horizon prescrits pour les navires de pêche en train de pêcher doit se trouver à une hauteur au-dessus des feux de côté au moins égale à deux fois la distance qui sépare les deux feux verticaux.

k) Lorsque le navire porte deux feux de mouillage, le feu de mouillage avant doit se trouver 4,5 mètres au moins plus haut que le feu arrière. A bord d'un navire de longueur égale ou supérieure à 50 mètres, le feu de mouillage avant ne doit pas se trouver à moins de 6 mètres au-dessus du plat-bord.

3. Emplacement et espacement des feux sur le plan horizontal

a) Lorsque deux feux de tête de mât sont prescrits pour un navire à propulsion mécanique, la distance horizontale qui les sépare doit être au moins égale à la moitié de la longueur du navire sans toutefois qu'il soit nécessaire que cette distance dépasse 100 mètres. Le feu avant ne doit pas être situé, par rapport à l'avant du navire, à une distance supérieure au quart de la longueur du navire.

b) A bord d'un navire de longueur égale ou supérieure à 20 mètres, les feux de côté ne doivent pas se trouver sur l'avant des feux de tête de mât avant. Ils doivent se trouver sur le côté du navire ou à proximité de celui-ci.

4. Détails concernant l'emplacement des feux de direction pour les navires de pêche, les dragues et les navires effectuant des travaux sous-marins

a) Le feu de direction de l'engin déployé d'un navire en train de pêcher, prescrit par la regle 26 c) ii), doit être situé à une distance horizontale de 2 mètres au moins et de 6 mètres au plus des deux feux rouge et blanc visibles sur tout l'horizon. Ce feu doit être placé à une hauteur qui ne soit ni supérieure à celle du feu blanc visible sur tout l'horizon prescrit par la règle 26 c) i), ni inférieure à celle des feux de côte.

b) La distance horizontale entre les feux et marques indiquant à bord d'un navire en train de draguer ou d'effectuer des travaux sous-marins le côté obstrué et/ou le côté sur lequel on peut passer sans danger, tels que prescrits à la règle 27 d) i) et ii) et les feux et les marques prescrits à la règle 27 b) i) et ii), doit être aussi grande que possible et, en tout cas, d'au moins 2 mètres. Le plus élevé de ces feux ou marques ne doit en aucun cas être placé plus haut que le feu inférieur ou la marque inférieure faisant partie de la série des trois feux ou marques prescrits par la règle 27 b) i) et ii).

5. Ecrans des feux de côté

Les feux de côté doivent être munis du côté du navire d'écrans peints en noir avec une peinture mate et être conformes aux prescriptions de la section 9 de la présente Annexe. Dans le cas d'un fanal combiné qui utilise un filament vertical unique et une cloison très étroite entre le secteur vert et le secteur rouge, il n'est pas nécessaire de prévoir d'écrans extérieurs.

6. Marques

a) Les marques doivent être noires et avoir les dimensions suivantes :

i) une boule doit avoir au moins 0,6 mètre de diamètre;

ii) un cône doit avoir un diametre de base de 0,6 metre au moins et une hauteur egale à son diamètre;

iii) une marque cylindrique doit avoir un diametre de 0,6 mètre au moins et une hauteur double de son diametre;

iv) un bicône se compose de deux cônes définis à l'alinéa ii) ci-dessus ayant une base commune.

b) La distance verticale entre les marques doit être d'au moins 1,5 metre.

c) A bord d'un navire de longueur inferieure à 20 mètres, les marques peuvent avoir des dimensions inférieures, mais en rapport avec les dimensions du navire et la distance qui les sépare peut être reduite en conséquence.

7. Couleur des feux

La chromaticite de tous les feux de navigation doit être conforme aux normes suivantes, qui se situent dans les limites indiquees par le diagramme de chromaticité de la Commission internationale de l'éclairage (CIE).

Les limites de la zone des différentes couleurs sont données par les coordonnées des sommets des angles, qui sont les suivantes :

i) Blanc

x	0,525	0,525	0,452	0,310	0,310	0,443
y	0,382	0,440	0,440	0,348	0,283	0,382

ii) Vert

x	0,028	0,009	0,300	0,203
y	0,385	0,723	0,511	0,356 .

iii) Rouge

x	0,680	0,660	0,735	0,721
y	0,320	0,320	0,265	0,259

iv) Jaune

x	0,612	0,618	0,575	0,575
y	0,382	0,382	0,425	0,406

8. Intensité des feux

a) L'intensité minimale des feux doit être calculée à l'aide de la formule :

$$I = 3,43 \times 10^6 \times T \times D^2 \times K^{-D}$$

où I = Intensité lumineuse en candelas dans les conditions de service

T = Seuil d'éclairement 2×10^{-7} lux

D = Distance de visibilité (portée lumineuse) du feu en milles marins

K = Coefficient de transmission atmosphérique. Pour les feux prescrits, K est égal à 0,8 ce qui correspond à une visibilité météorologique d'environ 13 milles marins.

b) Le tableau suivant présente quelques valeurs obtenues à l'aide de cette formule :

Distance de visibilité (portée lumineuse) du feu exprimee en milles D	Intensité lumineuse du feu exprimée en candelas pour K = 0,8 I
1	0,9
2	4,3
3	12
4	27
5	52
6	94

NOTE : L'intensite lumineuse maximale des feux de navigation devrait être limitée de manière à éviter des reflets gênants.

9. Secteurs horizontaux de visibilité

a) i) Les feux de côté doivent, une fois installés à bord, avoir vers l'avant les intensités minimales requises. Les intensités doivent diminuer jusqu'à devenir pratiquement nulles entre 1 et 3 degrés en dehors des secteurs prescrits.

ii) Pour les feux de poupe et les feux de tête de mât ainsi que pour les feux de côté à la limite du secteur de visibilite située à 22,5 degrés sur l'arrière du travers, les intensites minimales requises doivent être maintenues sur l'arc d'horizon des secteurs prescrits par la règle 21, jusqu'à 5 degrés à l'interieur de ces secteurs. A partir de 5 degrés à l'intérieur des secteurs prescrits, l'intensité peut diminuer à concurrence de 50 pour cent jusqu'aux limites de secteurs prescrites; puis elle doit diminuer constamment jusqu'à devenir pratiquement nulle à 5 degrés au plus en dehors des secteurs prescrits.

b) A l'exception des feux de mouillage qu'il n'est pas nécessaire de placer trop haut au-dessus du plat-bord, les feux visibles sur tout l'horizon doivent être placés de manière a ne pas être cachés par des mâts, des mâts de hune ou toutes autres structures sur des secteurs angulaires supérieurs a 6 degrés.

10. Secteurs verticaux de visibilité

a) Les secteurs verticaux de visibilité des feux électriques, a l'exception des feux installés a bord des navires a voile, doivent être de nature à maintenir :

i) au moins l'intensité minimale requise de 5 degrés au-dessus du plan horizontal à 5 degrés au-dessous de ce plan;

ii) au moins 60 pour cent de l'intensité minimale requise de 7,5 degrés au-dessus du plan horizontal a 7,5 degrés au-dessous de ce plan.

b) Dans le cas des navires à voile, les secteurs verticaux de visibilite des feux électriques doivent être de nature à maintenir :

i) au moins l'intensité minimale rsquise de 5 degrés au-dessus du plan horizontal à 5 degrés au-dessous de ce plan;

ii) au moins 50 pour cent de l'intensité minimale requise de 25 degrés au-dessus du plan horizontal à 25 degrés au-dessous de ce plan.

c) Pour les feux autres qu'électriques, ces spécifications doivent être observées d'aussi près que possible.

11. Intensité des feux non électriques

Les feux non électriques doivent avoir autant que possible les intensités minimales spécifiées au tableau de la section 8 de la présente Annexe.

12. Feux de manoeuvre

Nonobstant les dispositions de la section 2 f) de la présente Annexe, le feu de manoeuvre decrit à la règle 34 b) doit être situe dans le même plan axial que le feu ou les feux de tête de mât et, lorsque cela est possible, à une distance verticale de 2 mètres au moins au-dessus du feu de tête de mât avant, à condition d'être porté à une distance verticale d'au moins 2 mètres au-dessus ou au-dessous du feu de tête de mât arriere. S'il n'y a qu'un seul feu de tête de mât, le feu de manoeuvre, s'il existe, doit être installé a l'endroit le plus visible, à une distance verticale d'au moins deux mètres du feu de tête de mât.

13. Agrement

La construction des fanaux et des marques et l'installation des fanaux a bord doivent être jugées satisfaisantes par l'autorité compétente de l'Etat où est immatriculé le navire.

ANNEXE II

SIGNAUX SUPPLEMENTAIRES DES NAVIRES DE PECHE PECHANT A PROXIMITE LES UNS DES AUTRES

1. Généralités

Les feux mentionnés dans la presente Annexe doivent, s'ils sont montrés en application des dispositions de la regle 26 d), être places à l'endroit le plus visible, à 0,9 mètre au moins les uns des autres et plus bas que les feux prescrits par la regle 26 b) i) et c) i). Ils doivent être visibles sur tout l'horizon a une distance d'un mille au moins, mais cette distance doit être inférieure à la portée des feux prescrits par les présentes règles pour les navires de pêche.

2. Signaux pour chalutiers

a) Les navires en train de chaluter au moyen d'un chalut ou de tout autre appareil immergé peuvent montrer :

i) lorsqu'ils jettent leurs filets : deux feux blancs superposés;

ii) lorsqu'ils halent leurs filets : un feu blanc placé a la verticale au-dessus d'un feu rouge;

iii) lorsque leurs filets sont retenus par un obstacle : deux feux rouges superposés.

b) Les navires en train de chaluter à deux peuvent montrer :

i) de nuit, un projecteur dirigé vers l'avant et en direction de l'autre navire faisant partie de l'équipe de chalutage à deux;

ii) lorsqu'ils jettent ou halent leurs filets ou lorsque leurs filets demeurent retenus par un obstacle, les feux prescrits par la section 2 a) ci-dessus.

3. Signaux pour navires pêchant a la grande seine

Les navires en train de pêcher à la grande seine peuvent montrer deux feux jaunes superposés. Ceux-ci doivent s'allumer alternativement toutes les secondes, avec des durees de lumière et d'obscurité égales. Ils ne peuvent être montrés que lorsque le navire est gêné par ses apparaux de pêche.

ANNEXE III

CARACTERISTIQUES TECHNIQUES DU MATERIEL DE SIGNALISATION SONORE

1. Sifflets

a) Fréquence et portée sonore

La frequence fondamentale du signal doit être comprise entre 70 et 700 Hz.

La portée sonore du signal d'un sifflet est déterminée par les fréquences, qui peuvent comprendre la fréquence fondamentale, une ou plusieurs fréquences plus élevées, situées entre 180 et 700 Hz (± 1 pour cent) et fournissant les niveaux de pression acoustique spécifiés à la section 1 c) ci-dessous.

b) Limites des fréquences fondamentales

Afin de garantir une grande variété dans les caractéristiques des sifflets, la fréquence fondamentale d'un sifflet doit être comprise entre les limites suivantes :

i) entre 70 et 200 Hz à bord d'un navire de longueur égale ou supérieure à 200 mètres;

ii) entre 130 et 350 Hz à bord d'un navire de longueur égale ou supérieure à 75 mètres, mais inferieure à 200 mètres;

iii) entre 250 et 700 Hz à bord d'un navire de longueur inférieure à 75 mètres.

c) Intensité du signal et portee sonore

Un sifflet installé à bord d'un navire doit assurer dans la direction de son intensité maximale, à une distance de 1 mètre et dans au moins une bande d'un tiers d'octave située dans la gamme des fréquences 180 à 700 Hz (± 1 pour cent), un niveau de pression acoustique au moins égal à la valeur appropriée du tableau ci-après.

Longueur du navire en mètres	Niveau de pression acoustique à un mètre en décibels, référence de 2×10^{-5} N/m^2 (bandes d'un tiers d'octave)	Portée sonore en milles marins
200 et plus	143	2
75 et plus mais moins de 200	138	1,5
20 et plus mais moins de 75	130	1
moins de 20	120	0,5

La portée sonore a été indiquée dans ce tableau à titre d'information. Elle correspond approximativement à la distance à laquelle un sifflet peut être entendu sur son axe avant avec une probabilité de 90 pour cent en air calme, à bord d'un navire où le niveau du bruit de fond aux postes d'écoute est moyen (soit 68 dB dane la bande d'octave centrée sur la fréquence 250 Hz et à 63 dB dans la bande d'octave centrée sur 500 Hz).

Dans la pratique, la distance à laquelle un sifflet peut être entendu est très variable et dépend beaucoup des conditions météorologiques. Les valeurs indiquées peuvent être considérées comme caractéristiques, mais en cas de vent violent ou lorsque le niveau du bruit aux postes d'écoute est élevé, la portée sonore peut être très réduite.

d) Caracteristiques directionnelles

Dans toutes directions du plan horizontal comprises dans un secteur de ± 45 degrés par rapport a l'axe, le niveau de pression acoustique d'un sifflet directionnel ne doit pas être inférieur de plus de 4 dB au niveau de pression acoustique sur l'axe. Dans toute autre direction

du plan horizontal, le niveau de pression acoustique ne doit pas être inférieur de plus de 10 dB au niveau de la pression acoustique sur l'axe, de manière que la portée dans toute direction soit égale à la moitié au moins de la portée sur l'axe. Le niveau de pression acoustique doit être mesuré dans la bande d'un tiers d'octave qui produit la portée sonore.

e) Emplacement des sifflets

Lorsqu'un sifflet directionnel est utilise comme sifflet unique a bord d'un navire, il doit être installé de manière a produire son intensité maximale vers l'avant du navire.

Les sifflets doivent être placés aussi haut que possible à bord du navire pour reduire l'interception, par des obstacles, des sons emis et pour réduire le plus possible les risques de troubles de l'ouïe chez les membres de l'équipage. Le niveau de pression acoustique du propre signal du navire ne doit pas depasser 110 dB (A) aux postes d'ecoute et ne devrait pas, autant que possible, dépasser 100 dB (A).

f) Installation de plusieurs sifflets

Si des sifflets sont installes à plus de 100 mètres les uns des autres, ils doivent être montés de manière à ne pas être actionnés simultanément.

g) Ensemble de sifflets

Si, en raison de la présence d'obstacles, le champ acoustique d'un seul sifflet ou de l'un des sifflets mentionnés au paragraphe f) ci-dessus risque de présenter une zone où le niveau acoustique du signal est sensiblement réduit, il est recommandé d'utiliser un ensemble de sifflets installés de manière à éviter cette réduction du niveau acoustique. Aux fins des regles, un ensemble de sifflets est considéré comme un sifflet unique. Les sifflets d'un tel ensemble ne doivent pas être situés à plus de 100 mètres les uns des autres et doivent être

montés de manière à pouvoir être actionnés simultanément. Leurs fréquences doivent différer les unes des autres d'au moins 10 Hz.

2. Cloche ou gong

a) Intensité du signal

Une cloche, un gong ou tout autre dispositif ayant des caractéristiques acoustiques semblables doivent assurer un niveau de pression acoustique d'au moins 110 dB à un mètre.

b) Construction

Les cloches et les gongs doivent être construits en un matériau resistant à la corrosion et conçus de manière à emettre un son clair. Le diametre de l'ouverture de la cloche ne doit pas être inférieur à 300 millimètres sur les navires de longueur supérieure à 20 mètres et à 200 millimetres sur les navires de longueur comprise entre 12 mètres et 20 mètres. Lorsque cela est possible, il est recommandé d'installer un battant de cloche a commande mecanique de maniere à garantir une force d'impact constante, mais il doit être possible de l'actionner à la main. La masse du battant ne doit pas être inferieure a 3 pour cent de celle de la cloche.

3. Agrément

La construction et le fonctionnement du matériel de signalisation sonore ainsi que son installation à bord du navire doivent être jugées satisfaisantes par l'autorité compétente de l'Etat où est immatriculé le navire.

ANNEXE IV

SIGNAUX DE DETRESSE

1. Les signaux suivants, utilisés ou montres ensemble ou séparément, traduisent la détresse et le besoin de secours :

a) coup de canon ou autres signaux explosifs tirés à des intervalles d'une minute environ;

b) son continu produit par un appareil quelconque pour signaux de brume;

c) fusees ou bombes projetant des étoiles rouges lancées une à une a de courts intervalles;

d) signal émis par radiotélégraphie ou par tout autre systeme de signalisation, se composant du groupe ... _ _ _ ... (S.O.S) du code Morse;

e) signal radiotéléphonique consistant dans le mot "Mayday";

f) signal de détresse N.C. du Code international de signaux;

g) signal consistant en un pavillon carré ayant, au-dessus ou en dessous, une boule ou objet analogue;

h) flammes sur le navire (telles qu'on peut en produire en brûlant un baril de goudron, un baril d'huile, etc.);

i) fusée à parachute ou feu à main produisant une lumière rouge;

j) signal fumigène produisant une fumée de couleur orange;

k) mouvements lents et répétés de haut en bas des bras étendus de chaque côté;

l) signal d'alarme radiotélegraphique;

m) signal d'alarme radiotéléphonique;

n) signaux transmis par les radiobalises de localisation des sinistres.

2. Est interdit l'usage de l'un quelconque des signaux ci-dessus, sauf dans le but d'indiquer un cas de détresse ou un besoin de secours, ainsi que l'usage d'autres signaux susceptibles d'être confondus avec l'un des signaux ci-dessus.

3. Il convient de prêter attention aux chapitres pertinents du Code international de signaux, au Manuel de recherche et de sauvetage à l'usage des navires de commerce et aux signaux suivants :

a) morceau de toile de couleur orange avec soit un carré et un cercle de couleur noire soit avec un autre symbole approprié (pour repérage aérien);

b) colorant.

RESOLUTION I

THE CONFERENCE,

RECOGNIZING the need for participation by all Contracting Parties to the Convention on the International Regulations for Preventing Collisions at Sea, 1972, in the process of amending that Convention,

PARTICULARLY RECOGNIZING the need for participation in that process by Contracting Parties which are not Members of the Inter-Governmental Maritime Consultative Organization when consideration of amendments is undertaken by the Assembly of the Organization,

CONSIDERING that provision can be made by the Organization for such participation by States which are not Members of the Organization,

RESOLVES to recommend that the Assembly provide for participation with the right to vote by all Contracting Parties to the Convention including those which are not Members of the Organization whenever matters concerning amendment of the International Regulations for Preventing Collisions at Sea, 1972, are under consideration in the Assembly of the Organization.

RESOLUTION II

THE CONFERENCE,

MINDFUL of the need for early entry into force of the Convention on the International Regulations for Preventing Collisions at Sea, 1972,

RESOLVES to recommend that those States which contemplate becoming Parties to the Convention:

(1) deposit their instruments of ratification, approval, acceptance or accession at as early a date as possible;

(2) if they have not deposited such instruments before 31 December 1973, give the Secretary-General of the Inter-Governmental Maritime Consultative Organization by not later than that date an indication of the period within which they expect to be able to do so.

RESOLUTION I

LA CONFERENCE,

RECONNAISSANT qu'il est nécessaire que toutes les Parties à la Convention sur le Règlement international de 1972 pour prévenir les abordages en mer participent à la procédure d'amendement de la Convention,

RECONNAISSANT EN PARTICULIER qu'il est nécessaire que les Parties contractantes qui ne sont pas membres de l'Organisation intergouvernementale consultative de la navigation maritime participent à cette procédure lorsque l'Assemblée de l'Organisation étudie des amendements,

CONSIDERANT que l'Organisation peut prendre des dispositions pour assurer la participation des Etats non membres de l'Organisation,

DECIDE de recommander à l'Assemblée de prévoir la participation, avec droit de vote, de toutes les Parties à la Convention, y compris celles qui ne sont pas membres de l'Organisation, dans tous les cas où l'Assemblée de l'Organisation examine des questions relatives à l'amendement du Règlement international de 1972 pour prévenir les abordages en mer.

RESOLUTION II

LA CONFERENCE,

CONSCIENTE de la nécessité de mettre en vigueur rapidement la Convention sur le Règlement international de 1972 pour prévenir les abordages en mer,

DECIDE de recommander que les Etats qui envisagent de devenir parties à la Convention :

1) déposent leurs instruments de ratification, d'approbation, d'acceptation ou d'adhésion à une date aussi rapprochée que possible;

2) indiquent au Secrétaire général de l'Organisation intergouvernementale consultative de la navigation maritime d'ici au 31 décembre 1973 au plus tard, les délais dans lesquels ils espèrent pouvoir déposer ces instruments, s'ils ne les ont pas déposés avant le 31 décembre 1973.

For the Government of the Kingdom of Afghanistan

Pour le Gouvernement du Royaume d'Afghanistan

For the Government of the People's Republic of Albania

Pour le Gouvernement de la République populaire d'Albanie

For the Government of the Democratic and Popular Republic of Algeria

Pour le Gouvernement de la République algérienne démocratique et populaire

For the Government of the Argentine Republic

Pour le Gouvernement de la République Argentine

TIAS 8587

For the Government of the Commonwealth of Australia
Pour le Gouvernement du Commonwealth d'Australie

For the Government of the Republic of Austria
Pour le Gouvernement de la République d'Autriche

For the Government of the State of Bahrain
Pour le Gouvernement de l'Etat de Bahreïn

For the Government of Barbados
Pour le Gouvernement de la Barbade

For the Government of the Kingdom of Belgium
Pour le Gouvernement du Royaume de Belgique

Sous réserve de ratification
[illegible]

For the Government of the Kingdom of Bhutan
Pour le Gouvernement du Royaume du Bhoutan

For the Government of the Republic of Bolivia
Pour le Gouvernement de la République de Bolivie

For the Government of the Republic of Botswana
Pour le Gouvernement de la République du Botswana

For the Government of the Federative Republic of Brazil
Pour le Gouvernement de la République fédérative du Brésil

For the Government of the People's Republic of Bulgaria
Pour le Gouvernement de la République populaire de Bulgarie
/Subject to ratification/

For the Government of the Union of Burma
Pour le Gouvernement de l'Union birmane

For the Government of the Republic of Burundi
Pour le Gouvernement de la République du Burundi

For the Government of the Byelorussian Soviet Socialist Republic

Pour le Gouvernement de la République socialiste soviétique de Biélorussie

For the Government of the Federal Republic of Cameroon

Pour le Gouvernement de la République fédérale du Cameroun

For the Government of Canada

Pour le Gouvernement du Canada

For the Government of the Central African Republic

Pour le Gouvernement de la République centrafricaine

TIAS 8587

For the Government of the Republic of Chad
Pour le Gouvernement de la République du Tchad

For the Government of the Republic of Chile
Pour le Gouvernement de la République du Chili

For the Government of the People's Republic of China
Pour le Gouvernement de la République populaire de Chine

For the Government of the Republic of Colombia
Pour le Gouvernement de la République de Colombie

For the Government of the People's Republic
of the Congo

Pour le Gouvernement de la République populaire
du Congo

For the Government of the Republic of Costa Rica

Pour le Gouvernement de la République du Costa Rica

For the Government of the Republic of Cuba

Pour le Gouvernement de la République de Cuba

For the Government of the Republic of Cyprus

Pour le Gouvernement de la République de Chypre

For the Government of the Czechoslovak Socialist Republic

Pour le Gouvernement de la République socialiste tchécoslovaque

For the Government of the Republic of Dahomey

Pour le Gouvernement de la République du Dahomey

For the Government of the Kingdom of Denmark

Pour le Gouvernement du Royaume du Danemark

Subject to ratification.

Erling Kristiansen.

17. Nov. 1972.

For the Government of the Dominican Republic

Pour le Gouvernement de la République Dominicaine

For the Government of the Republic of Ecuador
Pour le Gouvernement de la République de l'Equateur

For the Government of the Arab Republic of Egypt
Pour le Gouvernement de la République arabe d'Egypte

For the Government of the Republic of El Salvador
Pour le Gouvernement de la République d'El Salvador

For the Government of the Republic of Equatorial Guinea
Pour le Gouvernement de la République de la Guinée équatoriale

For the Government of the Empire of Ethiopia
Pour le Gouvernement de l'Empire d'Ethiopie

For the Government of the Federal Republic of Germany
Pour le Gouvernement de la République fédérale d'Allemagne

Subject to ratification
H. Breier

For the Government of Fiji
Pour le Gouvernement de Fidji

For the Government of the Republic of Finland
Pour le Gouvernement de la République de Finlande

Subject to ratification
Axel Aspelin

For the Government of the French Republic
Pour le Gouvernement de la République française

Sous réserve d'acceptation

le 9 novembre 1972

For the Government of the Gabonese Republic
Pour le Gouvernement de la République gabonaise

For the Government of the Republic of The Gambia
Pour le Gouvernement de la République de Gambie

For the Government of the Republic of Ghana
Pour le Gouvernement de la République du Ghana

Subject to ratification

TIAS 8587

For the Government of the Kingdom of Greece
Pour le Gouvernement du Royaume de Grèce

For the Government of the Republic of Guatemala
Pour le Gouvernement de la République du Guatemala

For the Government of the Republic of Guinea
Pour le Gouvernement de la République de Guinée

For the Government of the Republic of Guyana
Pour le Gouvernement de la République de Guyane

For the Government of the Republic of Haiti
Pour le Gouvernement de la République d'Haïti

For the Government of the Holy See
Pour le Gouvernement du Saint-Siège

For the Government of the Republic of Honduras
Pour le Gouvernement de la République du Honduras

For the Government of the Hungarian People's Republic
Pour le Gouvernement de la République populaire hongroise

For the Government of the Republic of Iceland
Pour le Gouvernement de la République d'Islande

subject to approval
Páll Ragnarsson

For the Government of the Republic of India
Pour le Gouvernement de la République de l'Inde

For the Government of the Republic of Indonesia
Pour le Gouvernement de la République d'Indonésie

SUBJECT TO ACCEPTANCE

CAPT. HAMIMJAR S. ATMADJA.

For the Government of the Empire of Iran
Pour le Gouvernement de l'Empire d'Iran

For the Government of the Republic of Iraq
Pour le Gouvernement de la République d'Irak

For the Government of Ireland
Pour le Gouvernement de l'Irlande

For the Government of the State of Israel
Pour le Gouvernement de l'Etat d'Israël

For the Government of the Italian Republic
Pour le Gouvernement de la République italienne
sous réserve de ratification
Withdrawn Friends' 'co

TIAS 8587

For the Government of the Republic of the Ivory Coast
Pour le Gouvernement de la République de Côte d'Ivoire

For the Government of Jamaica
Pour le Gouvernement de la Jamaïque

For the Government of Japan
Pour le Gouvernement du Japon

For the Government of the Hashemite Kingdom of Jordan
Pour le Gouvernement du Royaume hachémite de Jordanie

For the Government of the Republic of Kenya
Pour le Gouvernement de la République du Kenya

For the Government of the Khmer Republic
Pour le Gouvernement de la République khmère

Sous réserve de ratification

For the Government of the Republic of Korea
Pour le Gouvernement de la République de Corée

Subject to acceptance

Kyung Nak Choi

For the Government of the State of Kuwait
Pour le Gouvernement de l'Etat du Koweït

A. R. Mulla Hussein
Subject to acceptance

For the Government of the Kingdom of Laos
Pour le Gouvernement du Royaume du Laos

For the Government of the Lebanese Republic
Pour le Gouvernement de la République libanaise

For the Government of the Kingdom of Lesotho
Pour le Gouvernement du Royaume du Lesotho

For the Government of the Republic of Liberia
Pour le Gouvernement de la République du Libéria

TIAS 8587

For the Government of the Libyan Arab Republic
Pour le Gouvernement de la République arabe libyenne

For the Government of the Principality of Liechtenstein
Pour le Gouvernement de la Principauté de Liechtenstein

For the Government of the Grand Duchy of Luxembourg
Pour le Gouvernement du Grand-Duché de Luxembourg

For the Government of the Malagasy Republic
Pour le Gouvernement de la République malgache

For the Government of the Republic of Malawi
Pour le Gouvernement de la République du Malawi

For the Government of Malaysia
Pour le Gouvernement de la Malaisie

For the Government of the Republic of Maldives
Pour le Gouvernement de la République des Maldives

For the Government of the Republic of Mali
Pour le Gouvernement de la République du Mali

For the Government of Malta
Pour le Gouvernement de Malte

For the Government of the Islamic Republic of Mauritania
Pour le Gouvernement de la République islamique de Mauritanie

For the Government of Mauritius
Pour le Gouvernement de Maurice

For the Government of the United Mexican States
Pour le Gouvernement des Etats-Unis du Mexique

For the Government of the Principality of Monaco
Pour le Gouvernement de la Principauté de Monaco

For the Government of the Mongolian People's Republic
Pour le Gouvernement de la République populaire mongole

For the Government of the Kingdom of Morocco
Pour le Gouvernement du Royaume du Maroc

For the Government of the Republic of Nauru
Pour le Gouvernement de la République de Nauru

For the Government of the Kingdom of Nepal
Pour le Gouvernement du Royaume du Népal

For the Government of the Kingdom of the Netherlands
Pour le Gouvernement du Royaume des Pays-Bas

For the Government of New Zealand
Pour le Gouvernement de la Nouvelle-Zélande

For the Government of the Republic of Nicaragua
Pour le Gouvernement de la République du Nicaragua

TIAS 8587

For the Government of the Republic of the Niger
Pour le Gouvernement de la République du Niger

For the Government of the Federal Republic of Nigeria
Pour le Gouvernement de la République fédérale du Nigéria

For the Government of the Kingdom of Norway
Pour le Gouvernement du Royaume de Norvège

Subject to ratification
Knut Berthe Wie

For the Government of the Sultanate of Oman
Pour le Gouvernement du Sultanat d'Oman

For the Government of Pakistan
Pour le Gouvernement du Pakistan

For the Government of the Republic of Panama
Pour le Gouvernement de la République du Panama

For the Government of the Republic of Paraguay
Pour le Gouvernement de la République du Paraguay

For the Government of the People's Democratic Republic of Yemen
Pour le Gouvernement de la République démocratique populaire du Yémen

TIAS 8587

For the Government of the Republic of Peru
Pour le Gouvernement de la République du Pérou

For the Government of the Republic of the Philippines
Pour le Gouvernement de la République des Philippines

For the Government of the Polish People's Republic
Pour le Gouvernement de la République populaire de Pologne

subject to ratification

For the Government of the Portuguese Republic
Pour le Gouvernement de la République portugaise

Sous réserve de ratification

TIAS 8587

For the Government of the State of Qatar
Pour le Gouvernement de l'Etat du Qatar

For the Government of the Socialist Republic of Romania
Pour le Gouvernement de la République socialiste de Roumanie

For the Government of the Rwandese Republic
Pour le Gouvernement de la République rwandaise

For the Government of the Republic of San Marino
Pour le Gouvernement de la République de Saint-Marin

TIAS 8587

For the Government of the Kingdom of Saudi Arabia
Pour le Gouvernement du Royaume de l'Arabie Saoudite

For the Government of the Republic of Senegal
Pour le Gouvernement de la République du Sénégal

For the Government of the Republic of Sierra Leone
Pour le Gouvernement de la République de Sierra Leone

For the Government of the Republic of Singapore
Pour le Gouvernement de la République de Singapour

For the Government of the Somali Democratic Republic
Pour le Gouvernement de la République démocratique somalie

For the Government of the Republic of South Africa
Pour le Gouvernement de la République sud-africaine

For the Government of the Spanish State
Pour le Gouvernement de l'Etat espagnol

For the Government of the Republic of Sri Lanka (Ceylon)
Pour le Gouvernement de la République de Sri Lanka (Ceylan)

TIAS 8587

For the Government of the Democratic Republic of the Sudan

Pour le Gouvernement de la République démocratique du Soudan

For the Government of the Kingdom of Swaziland
Pour le Gouvernement du Royaume du Souaziland

For the Government of the Kingdom of Sweden
Pour le Gouvernement du Royaume de Suède

sous réserve de ratification

For the Government of the Swiss Confederation
Pour le Gouvernement de la Confédération suisse

sous réserve de ratification

24.I 73

TIAS 8587

For the Government of the Syrian Arab Republic
Pour le Gouvernement de la République arabe syrienne

For the Government of the United Republic of Tanzania
Pour le Gouvernement de la République-Unie de Tanzanie

For the Government of the Kingdom of Thailand
Pour le Gouvernement du Royaume de Thaïlande

For the Government of the Togolese Republic
Pour le Gouvernement de la République togolaise

TIAS 8587

For the Government of Trinidad and Tobago
Pour le Gouvernement de la Trinité-et-Tobago

For the Government of the Republic of Tunisia
Pour le Gouvernement de la République tunisienne

For the Government of the Republic of Turkey
Pour le Gouvernement de la République turque

For the Government of the Republic of Uganda
Pour le Gouvernement de la République de l'Ouganda

TIAS 8587

For the Government of the Ukrainian Soviet Socialist Republic

Pour le Gouvernement de la République socialiste soviétique d'Ukraine

For the Government of the Union of Soviet Socialist Republics

Pour le Gouvernement de l'Union des Républiques socialistes soviétiques

For the Government of the United Arab Emirates

Pour le Gouvernement des Emirats arabes unis

For the Government of the United Kingdom of Great Britain and Northern Ireland

Pour le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord

Subject to acceptance

A.C. Mason.

TIAS 8587

For the Government of the United States of America
Pour le Gouvernement des Etats-Unis d'Amérique

Subject to acceptance
William L. Morrison
Stuart S. Beckwith

For the Government of the Republic of the Upper Volta
Pour le Gouvernement de la République de Haute-Volta

For the Government of the Eastern Republic of Uruguay
Pour le Gouvernement de la République orientale de l'Uruguay

For the Government of the Republic of Venezuela
Pour le Gouvernement de la République du Venezuela

For the Government of the Republic of Viet-Nam

Pour le Gouvernement de la République du Viet-Nam

For the Government of the Independent State of Western Samoa

Pour le Gouvernement de l'Etat indépendant du Samoa-Occidental

For the Government of the Yemen Arab Republic

Pour le Gouvernement de la République arabe du Yémen

For the Government of the Socialist Federal Republic of Yugoslavia

Pour le Gouvernement de la République fédérative socialiste de Yougoslavie

TIAS 8587

For the Government of the Republic of Zaire
Pour le Gouvernement de la République du Zaïre

For the Government of the Republic of Zambia
Pour le Gouvernement de la République de Zambie

Certified true copy of the Convention on the International Regulations for Preventing Collisions at Sea, 1972, done at London on 20 October 1972, the original of which is deposited with the Inter-Governmental Maritime Consultative Organization.

Copie certifiée conforme de la Convention sur le Règlement international de 1972 pour prévenir les abordages en mer, en date, à Londres, du 20 octobre 1972, dont l'original a été 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.

Thomas Allen

Head of Legal Division

London, Londres, 8 March 1973

[SEAL]

PAKISTAN

Technical Services

Agreement signed at Islamabad April 8, 1976;
Entered into force April 8, 1976.

A.I.D. Loan No. 391-W-165

LOAN AGREEMENT

BETWEEN THE

PRESIDENT OF PAKISTAN

AND THE

UNITED STATES OF AMERICA

FOR

TECHNICAL SERVICES

Dated: April 8, 1976

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ANNEX I	DESCRIPTION OF PROJECT		

Loan agreement dated this Eighth day of April, 1976, between the PRESIDENT OF PAKISTAN ("Borrower") and the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE I

The Loan

SECTION 1.01. The Loan. Subject to the terms and conditions of this Agreement, A.I.D. hereby agrees to lend to the Borrower pursuant to the Foreign Assistance Act of 1961, as amended,[1] an amount not to exceed Two Million Five Hundred Thousand United States Dollars ($2,500,000) ("Loan") to assist the Borrower in carrying out the Project referred to in Section 1.02 ("Project"). The Loan shall be used exclusively to finance the foreign exchange costs of goods and services required for the Project. The aggregate amount of disbursements under the Loan is hereinafetr referred to as "Principal".

SECTION 1.02. The Project. The Project shall consist of a broad range of Technical Services to be provided by consulting firms and individual experts, plus a limited amount of specialized service-related equipment, required to enable Pakistan to qualify for and manage foreign investment capital. The Project is more fully described in Annex I, attached hereto, which Annex may be modified in writing. The goods and services to be financed under the Loan shall be described in more detail in the implementation letters referred to in Section 9.03 ("Implementation Letters").

ARTICLE II

Loan Terms

SECTION 2.01. Interest. The Borrower shall pay to A.I.D. interest which shall accrue at the rate of two percent (2%) per annum for ten 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 shall accrue from the date of each respective disbursement as such date is defined in Section 7.03, and shall be computed on the basis of a 365-day year. Interest shall be payable semi-annually. The first payment of interest shall 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 2.02. Repayment. The Borrower shall repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement hereunder in sixty-one (61) approximately equal semi-annual instalments of Principal and interest. The first instalment of Principal shall be payable nine and one-half (9½) years after the date

[1] 75 Stat. 424; 22 U.S.C. § 2151 note.

on which the first interest payment is due in accordance with Section 2.01. A.I.D. shall provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 2.03. Application, Currency, and Place of Payment. All payments of interest and Principal hereunder shall be made in United States Dollars and shall 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, all such payments shall be made to the Controller, Agency for International Development, Washington, D.C., U.S.A., and shall be deemed made when received by the Office of the Controller.

SECTION 2.04. Prepayment. Upon payment of all interest and refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Any such prepayment shall be applied to the instalments of Principal in the inverse order of their maturity.

SECTION 2.05. Renegotiation of the Terms of the Loan. The Borrower agrees to negotiate with A.I.D. at such time or times as A.I.D. may request, an acceleration of the repayment of the Loan in the event that there is any significant improvement in the internal and external economic and financial position and prospects of the country of the Borrower.

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.01. Conditions Precedent to Initial Disbursement. Prior to the first disbursement or to the issuance of the first Letter of Commitment under the Loan, the Borrower shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of the Minister of Law of Pakistan or of other counsel acceptable to A.I.D. that this Agreement has been duly authorized or ratified by, and executed on behalf of the Borrower, and that it constitutes a valid and legally binding obligation of the Borrower in accordance with all its terms;

(b) A statement of the names of the persons holding or acting in the office of the Borrower specified in Section 9.02, and a specimen signature of each person specified in such statement;

(c) Evidence that the Borrower has entered into a contract with a basic consultant to provide services to the Project in general as mutually agreed to by the Borrower and A.I.D.;

(d) Evidence that adequate Rupee funds have been made available to finance the local currency costs of the basic consultant; and

(e) Procedures covering relending and other financial arrangements relating to the use of funds provided in the Loan.

SECTION 3.02. Additional Conditions Precedent to Disbursement for Specific Studies/Services. Prior to disbursement of any amount for a particular study or service financed hereunder, and after the conditions precedent in Section 3.01 have been fully satisfied the Borrower shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) Evidence that a contract for Technical Services, satisfactory to A.I.D., has been entered into with one or more organizations or other entities satisfactory to A.I.D.;
(b) Details of the relending arrangements with regard to the use of the funds provided in the Loan as they apply to the studies/services;
(c) Evidence that funds other than those provided in the Loan which are necessary for the timely completion of the studies/services will be made available in a timely and effective manner;
(d) A statement of the name of the Borrower's authorized representative duly appointed for a specific study or service, and a specimen signature of the representative specified in such statement;
(e) Evidence that the Project Implementation and Evaluation Committee is functioning as required by Section 4.01 of this Agreement; and
(f) Such other evidence or documents as A.I.D. may reasonably require.

SECTION 3.03. Terminal Dates for Meeting Conditions Precedent to Disbursement.

(a) If all the conditions specified in Section 3.01 shall not have been met within one hundred twenty (120) days from the date of this Agreement, or such later date as A.I.D. may agree in writing, A.I.D. at its option, may terminate this Agreement by giving written notice to the Borrower. Upon giving of such notice, this Agreement and all obligations of the parties hereunder shall terminate.
(b) If all of the conditions specified in Section 3.02 shall not have been met for at least one study or service within one (1) year from the date of this Agreement, or such later date as A.I.D. may agree in writing, A.I.D. at its option, may cancel the then undisbursed balance of the amount of the Loan and/or may terminate this Agreement by giving written notice to the Borrower. In the event of a termination, upon the giving of notice, the Borrower shall immediately repay the Principal then outstanding and shall pay any accrued interest and upon receipt of such payments in full, this Agreement and all obligations of the parties hereunder shall terminate.

SECTION 3.04. Notification of Meeting of Conditions Precedent to Disbursement. A.I.D. shall notify the Borrower upon determination

by A.I.D. that the conditions precedent to disbursement, specified in Section 3.01 and, as the case may be, Section 3.02, have been met.

ARTICLE IV

Special Covenants and Warranties

SECTION 4.01. Project Implementation and Evaluation Committee. The Borrower shall establish a Project Implementation and Evaluation Committee composed of representatives of the Government of Pakistan and A.I.D. to evaluate project progress and problems. Such Committee shall meet at six months intervals beginning not less than three (3) months after the date of signing of this Agreement and continuing for a period of not less than two (2) years thereafter.

ARTICLE V

General Covenants and Warranties

SECTION 5.01. Execution of the Project.

(a) The Borrower shall carry out the Project with due diligence and efficiency, and in conformity with sound engineering, financial and administrative practices.
(b) The Borrower shall cause the Project to be carried out in conformity with all of the contracts, schedules and other arrangements and with all modifications therein, approved by A.I.D. pursuant to this Agreement.

SECTION 5.02. Funds and Resources to be Provided by Borrower. The Borrower shall provide promptly as needed all funds, in addition to the Loan, and all other resources required for the punctual and effective carrying out of the Project. It is understood that the contributions of the Borrower shall constitute at least twenty-five percent (25%) of the costs of the entire Project.

SECTION 5.03. Continuing Consultation. The Borrower and A.I.D. shall cooperate fully to assure that the purpose of the Loan will be accomplished. To this end, the Borrower and A.I.D. shall from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Project, the performance by the Borrower of its obligations under this Agreement, the performance of the consultants and contractors engaged on the Project, and other matters relating to the Project.

SECTION 5.04 Management. The Borrower shall provide qualified and experienced management for the Project and it shall train such staff as may be appropriate for the maintenance and operation of the Project.

SECTION 5.05. Taxation. This Agreement, the Loan and any evidence of indebtedness issued in connection herewith shall be free from, and the Principal and interest shall be paid without deduction for and and be free from, any taxation or fees imposed under the laws in

effect in Pakistan. The Borrower shall endeavor to obtain for all commodities financed hereunder an exemption from identifiable taxes, tariffs, duties and other levies imposed under the laws in effect in Pakistan. As, and to the extent that (a) any contractor including any consulting firm financed hereunder, any personnel of such contractor and any property or transactions relating to such contracts and (b) any commodity procurement transaction financed hereunder, are not exempt from identifiable taxes, tariffs, duties and other levies imposed under laws in effect in Pakistan, the Borrower, except as A.I.D. may otherwise agree, shall pay or reimburse the same under Section 5.02 of this Agreement with funds other than those provided under the Loan.

SECTION 5.06. Utilization of Goods and Services.

(a) Goods and services financed under the Loan shall be used exclusively for the Project, except as A.I.D. may otherwise agree in writing.

(b) Except as A.I.D. may otherwise agree in writing, no goods or services financed under the Loan shall be used to promote or assist any foreign aid project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code book as in effect at the time of such use.

SECTION 5.07. Disclosure of Material Facts and Circumstances. The Borrower represents and warrants that all facts and circumstances that it has disclosed or caused to be disclosed to A.I.D. in the course of obtaining the Loan are accurate and complete, and that it has disclosed to A.I.D. accurately and completely, all facts and circumstances that might materially affect the Project and the discharge of its obligations under this Agreement. The Borrower shall promptly inform A.I.D. of any facts and circumstances that may hereafter arise that might materially affect, or that it is reasonable to believe might materially affect, the Project or the discharge of the Borrower's obligations under this Agreement.

SECTION 5.08. Commissions, Fees and Other Payments.

(a) Borrower warrants and covenants that in connection with obtaining the Loan, or taking any action under or with respect to this Agreement, it has not paid, and will not pay or agree to pay, nor to the best of its knowledge has there been paid nor will there be paid or agreed to be paid by any other person or entity, commissions, fees or other payments of any kind, except as regular compensation to the Borrower's full time officers and employees or as compensation for bona fide professional, technical or comparable services. The Borrower shall promptly report to A.I.D. any payments or agreement to pay for such bona fide professional, technical or comparable services to which it is a party or of which it has knowledge (indicating whether such payment has been made or is to be made on a contingent basis), and

if the amount of any such payment is deemed unreasonable by A.I.D., the same shall be adjusted in a manner satisfactory to A.I.D.

(b) The Borrower warrants and covenants that no payments have been or will be received by the Borrower, or any official of the Borrower, in connection with the procurement of goods and services financed hereunder, except fees, taxes or similar payments legally established in Pakistan.

SECTION 5.09. Maintenance and Audit of Records. The Borrower shall maintain, or cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating both to the Project and to this Agreement. Such books and records shall, without limitation, be adequate to show:

(a) the receipt and use made of goods and services acquired with funds disbursed pursuant to this Agreement;
(b) the nature and extent of solicitations of prospective suppliers of goods and services acquired;
(c) the basis of the award of contracts and orders to successful bidders; and
(d) the progress of the Project.

Such books and records shall be regularly audited, in accordance with sound auditing standards, for such period and at such intervals as A.I.D. may require, and shall be maintained for five years after the date of the last disbursement by A.I.D. or until all sums due A.I.D. under this Agreement have been paid, whichever date shall first occur.

SECTION 5.10. Reports. The Borrower shall furnish to A.I.D. such information and reports relating to the Loan and to the Project as A.I.D. may request.

SECTION 5.11. Inspections. The authorized representatives of A.I.D. shall have the right at all reasonable times to inspect the Project, the utilization of all goods and services financed under the Loan, and the Borrower's books, records and other documents relating to the Project and the Loan. The Borrower shall cooperate with A.I.D. to facilitate such inspections and shall permit representatives of A.I.D. to visit any part of Pakistan for any purpose relating to the Loan.

ARTICLE VI

Procurement

SECTION 6.01. Source of Procurement. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Section 7.01 shall be used exclusively to finance for the Project the procurement of goods and services having both their source and origin in countries listed in A.I.D. Geographic Code 941 in accordance with A.I.D. regulations. Ocean shipping and marine insurance financed under the Loan, shall have both their source and origin in countries

listed in A.I.D. Geographic Code 941 in accordance with A.I.D. regulations.

SECTION 6.02. Eligibility Date. Except as A.I.D. may otherwise agree in writing, no goods or services may be financed under the Loan which are procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement.

SECTION 6.03. Goods and Services Not Financed Under Loan. Goods and services procured for the Project but not financed under the Loan shall have their source and origin in countries included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time orders are placed for such goods and services.

SECTION 6.04. Implementation of Procurement Requirements. The definitions applicable to the eligibility requirements of Section 6.01 and 6.03 will be set forth in detail in Implementation Letters.

SECTION 6.05. Plans, Specifications, and Contracts.

(a) All plans, specifications, bid documents and solicitations of proposals relating to goods and services financed under the Loan shall be approved by A.I.D. in writing prior to their issuance. All plans, specifications, and other documents relating to goods and services financed under the Loan shall be in terms of United States standards and measurements, except as A.I.D. may otherwise agree in writing.

(b) Except as A.I.D. may otherwise agree in writing, all contracts financed under the Loan shall be approved by A.I.D. in writing prior to their execution. For all such contracts, A.I.D. shall also approve in writing the contractor and such contractor personnel as A.I.D. may specify. Material modifications in any of such contracts and changes in any of such personnel shall also be approved by A.I.D. in writing prior to their becoming effective.

(c) For the duration of the services financed by the Loan, consulting firms used by the Borrower for the Project but not financed under the Loan, the scope of their service and such of their personnel assigned to the Project as A.I.D. may specify, shall be acceptable to A.I.D.

(d) As and to the extent that A.I.D. may specify in writing, the Borrower shall furnish to A.I.D. promptly upon preparation and shall request A.I.D. approval for all plans, specifications, construction schedules, bid documents, and contracts and any modifications therein relating to the Project but not financed under the Loan.

SECTION 6.06. Reasonable Price. No more than reasonable prices shall be paid for any goods or services financed, in whole or in part, under the Loan, as more fully described in Implementation Letters. Such items shall be procured on a fair and, except for professional services, on a competitive basis in accordance with procedures therefor prescribed in Implementation Letters.

SECTION 6.07. Shipping and Insurance.

(a) Goods financed under the Loan shall be transported to Pakistan on flag carriers of any country included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of shipment.

(b) At least fifty percent (50%) of the gross tonnage of all goods financed hereunder (computed separately for dry bulk carriers, dry cargo liners and tankers) which shall be transported to Pakistan on ocean vessels shall be transported on privately-owned United States-flag commercial vessels, and, in addition, at least fifty percent (50%) of the gross freight revenue generated by all shipments financed hereunder which shall be transported on any cargo liners shall be paid to or for the benefit of privately-owned United States-flag commercial vessels, unless A.I.D. shall determine that such vessels are not available at fair and reasonable rates for United States-flag commercial vessels.

(c) If in connection with the placement of marine insurance on shipments financed under United States legislation authorizing assistance to other nations, the country of the Borrower, by statute, rule or regulation, favors any marine insurance company of any country over any marine insurance company authorized to do business in any state of the United States of America, goods financed under the Loan shall during the continuance of such discrimination be insured against marine risk in the United States of America with a company or companies authorized to do a marine insurance business in any state of the United States of America.

(d) The Borrower shall insure, or cause to be insured, all goods financed under the Loan against risks incident to their transit to the point of their use in the Project. Such insurance shall be issued upon terms and conditions consistent with sound commercial practices, shall insure the full value of the goods, and shall be payable in the currency in which such goods were financed. Any indemnification received by the Borrower under such insurance shall be used to replace or repair any material damage or any loss of the goods insured or shall be used to reimburse the Borrower for the replacement or repair of such goods. Any such replacements shall have their source and origin in countries listed in A.I.D. Geographic Code 941 in accordance with A.I.D. regulations.

SECTION 6.08. Notification to Potential Suppliers. In order that all United States firms shall have the opportunity to participate in furnishing goods and services to be financed under the Loan, the Borrower shall furnish to A.I.D. such information with regard thereto, and at such times, as A.I.D. may request in Implementation Letters.

SECTION 6.09. Information and Marking. Borrower shall give publicity to the Loan and the Project as a program of United States aid and mark goods financed under the Loan, as prescribed in Implementation Letters.

ARTICLE VII

Disbursements

SECTION 7.01. Disbursements for Foreign Exchange Costs—Letters of Commitment to United States Banks. Upon satisfaction of conditions precedent, the Borrower may, from time to time, request A.I.D. to issue Letters of Commitment for specified amounts to one or more United States banks, satisfactory to A.I.D. committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or consultants, through the use of Letters of Credit or otherwise, for foreign exchange costs of goods and services procured for the Project in accordance with the terms and conditions of this Agreement. Payment by a bank to a contractor or consultant will be made by the bank upon presentation of such supporting documentation as A.I.D. may prescribe in Letters of Commitment and Implementation Letters. Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Borrower and may be financed under the Loan.

SECTION 7.02. Other Forms of Disbursement. Disbursement of the Loan may also be made through such other means as the Borrower and A.I.D. may agree to in writing.

SECTION 7.03. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur, in the case of disbursements pursuant to Section 7.01 on the date on which A.I.D. makes a disbursement to the Borrower, to its designee, or to a banking institution pursuant to a Letter of Commitment.

SECTION 7.04. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no Letter of Commitment or other commitment document which may be called for by another form of disbursement under Section 7.02, or amendment thereto shall be issued in response to requests received by A.I.D. after January 31, 1978, and no disbursements shall be made against documentation received by A.I.D. or any bank described in Section 7.01 after January 31, 1979. A.I.D. at its option, may at any time or times after January 31, 1979 reduce the Loan by all or any part hereof for which documentation was not received by such date.

ARTICLE VIII

Cancellation and Suspension

SECTION 8.01. Cancellation by the Borrower. The Borrower may, with the prior written consent of A.I.D. by written notice to A.I.D. cancel any part of the Loan (i) which, prior to the giving of such notice, A.I.D. has not disbursed or committed itself to disburse or (ii) which has not then been utilized through the issuance of irrevocable Letters of Credit.

SECTION 8.02. Events of Default; Acceleration. If any one or more of the following events ("Events of Default") shall occur:

(a) The Borrower shall have failed to pay when due any interest or instalment of Principal required under this Agreement;
(b) The Borrower shall have failed to comply with any other provision of this Agreement, including, but without limitation, the obligation to carry out the Project with due diligence and efficiency; or
(c) The Borrower shall have failed to pay when due any interest or any instalment of Principal or any other payment required under any other loan agreement, any guaranty agreement, or any other agreement between the Borrower or any of its agencies and A.I.D. or any of its predecessor agencies;

Then, A.I.D. may, at its option, give to the Borrower notice that all or any part of the unrepaid Principal shall be due and payable sixty (60) days thereafter, and unless the Event of Default is cured within such sixty (60) days:

(i) such unrepaid Principal and any accured interest hereunder shall be due and payable immediately, and
(ii) the amount of any further disbursements made under then outstanding irrevocable Letters of Credit or otherwise shall become due and payable as soon as made.

SECTION 8.03. Suspension of Disbursements. In the event that at any time:

(a) An Event of Default has occurred;
(b) 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
(c) Any disbursement would be in violation of the legislation governing A.I.D.;

Then A.I.D. may at its option:

(i) Suspend or cancel outstanding commitment documents to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit or through bank payments made other than under irrevocable Letters of Credit, in which event A.I.D. shall give notice to the Borrower promptly thereafter;
(ii) Decline to make disbursements other than under outstanding commitment documents;
(iii) Decline to issue additional commitment documents; and
(iv) At A.I.D.'s expense, direct that title to goods financed under the Loan shall be transferred to A.I.D. if the goods are from a source outside Pakistan, are in a deliverable state and

have not been offloaded in ports of entry of Pakistan. Any disbursement made or to be made under the Loan with respect to such transferred goods shall be deducted from Principal.

SECTION 8.04. Cancellation by A.I.D. Following any suspension of disbursement pursuant to Section 8.03, if the cause or causes for such suspension shall not have been eliminated or corrected within sixty (60) days from the date of such suspension, A.I.D. may, at its option, at any time or times thereafter, cancel all or any part of the Loan that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 8.05. Continued Effectiveness of Agreement. Notwithstanding any cancellation, suspension of disbursement or acceleration of repayment, the provisions of this Agreement shall continue in full force and effect until the payment in full of all Principal and any accrued interest hereunder.

SECTION 8.06. Refunds.

(a) In the case of any disbursement not supported by valid documentation in accordance with the terms of this Agreement, or of any disbursement not made or used in accordance with the terms of this Agreement, A.I.D., notwithstanding the availability or exercise of any of the other remedies provided for under this Agreement, may require the Borrower to refund such amount in United States dollars to A.I.D. within ninety days after receipt of a request therefor. Such amount shall be made available first for the cost of goods and services procured for the Project hereunder, to the extent justified; the remainder, if any, shall be applied to the instalments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder. Notwithstanding any other provision in this Agreement, A.I.D.'s right to require a refund with respect to any disbursement under the Loan shall continue for five years following the date of such disbursement.

(b) In the event that A.I.D. receives a refund from any contractor, supplier, or banking institution, or from any other third party connected with the Loan, with respect to goods or services financed under the Loan, and such refund relates to an unreasonable price for goods or services, or to goods that did not conform with specifications, or to services that were inadequate, A.I.D. shall first make such refund available for the cost of goods and services procured for the Project hereunder to the extent justified, the remainder to be applied to the instalments of Principal in the inverse order of their maturity and the amount of the Loan shall be reduced by the amount of such remainder.

SECTION 8.07. Expenses of Collection. All reasonable costs incurred by A.I.D., other than salaries of its staff, in connection with the collection of any refund or in connection with amounts due A.I.D. by reason of the occurrence of any of the events specified in Section 8.02 may be charged to the Borrower and reimbursed to A.I.D. in such manner as A.I.D. may specify.

SECTION 8.08. Non-Waiver of Remedies. No delay in exercising or omission to exercise any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of such rights, powers or remedies.

ARTICLE IX

Miscellaneous

SECTION 9.01. Communications. Any notice, requests, document or other communication given, made or sent by the Borrower or A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable or radiogram and shall be deemed to have been duly given, made or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegram, cable or radiogram at the following addresses:

TO BORROWER:

Mail Address:	Economic Affairs Division Ministry of Finance, Planning and Economic Affairs Islamabad, Pakistan
Cable Address:	ECONOMIC Islamabad

TO A.I.D.:

Mail Address:	United States Agency for International Development Islamabad, Pakistan
Cable Address:	USAIDPAK Islamabad

Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 9.02. Representatives. For all purposes relative to this Agreement, the Borrower will be represented by the individual holding or acting in the offices of Secretary, Joint Secretary and Deputy Secretary, Economic Affairs Division and A.I.D. will be represented by the individual holding or acting in the office of the Director, U.S.A.I.D. Mission to Pakistan. Such individuals shall have the authority to designate by written notice additional representatives. In the event of any replacement or other designation of a representative hereunder, Borrower shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Borrower designated pursuant to this Section, it

may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 9.03. Implementation Letters. A.I.D. may from time to time issue Implementation Letters that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

SECTION 9.04. Promissory Notes. At such time or times as A.I.D. may request, the Borrower shall issue promissory notes or such other evidences of indebtedness with respect to the Loan, in such form, containing such terms and supported by such legal opinions as A.I.D. may reasonably request.

SECTION 9.05. Termination Upon Full Payment. Upon payment in full of the Principal and of any accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under this Loan Agreement shall terminate.

IN WITNESS WHEREOF, the Borrower and the United States of America, each acting through its respective 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: AFTAB AHMAD KHAN

Name: Aftab Ahmad Khan
Title: *Secretary, Economic Affairs Division*

UNITED STATES OF AMERICA

By: HENRY A. BYROADE

Name: Henry A. Byroade
Title: *The Ambassador of the United States of America*

ANNEX I

Description of Project

The Loan will finance foreign exchange costs of foreign technical service consultants on contractual assignments for agencies of the Government of Pakistan and private Pakistani firms. The objective of the services to be financed will be to assist in qualifying project proposals for international financing.

A broad range of technical services will be eligible for financing: pre-feasibility study and survey work, full economic and technical

feasibility studies, engineering studies, systems analyses and project management assistance.

Loan-financed foreign consultant services will in all or most cases be performed in association with the services of Pakistan consulting firms under cooperative arrangements. The Government of Pakistan will finance Pakistan rupee costs of the services. The Loan will finance U.S. dollar expenses of the foreign consultants and limited amounts of specialized imported equipment needed to carry out the work of consultants.

Additionally, to assist in the administration of the program—e.g. preparation or review of scopes of work for the services, selection of contractors, negotiation of contracts and central administration of the services—the Government of Pakistan will engage the services of foreign and Pakistani firms as "basic consultants". U.S. dollar costs of the foreign consultant will be eligible for financing under the Loan.

JORDAN

Economic Stability

Agreement signed at Amman February 4, 1976;
Entered into force February 4, 1976.

GRANT AGREEMENT

Agreement dated 4th of February, 1976 between the GOVERNMENT OF JORDAN ("Grantee") and the UNITED STATES OF AMERICA acting through the Agency for International Development ("A.I.D.").

SECTION 1. The Grant: In accordance with the General Agreement effective July 1, 1957 [1] between the United States of America and the Hashemite Kingdom of Jordan and subject to the terms and conditions of this Agreement, A.I.D. hereby agrees to grant the Grantee pursuant to the Foreign Assistance Act of 1961 as amended, [2] up to Ten Million U.S. dollars ($10,000,000) as budgetary assistance to support and promote the economic stability of the Grantee.

SECTION 2. Conditions Precedent: Except as A.I.D. may otherwise agree in writing, prior to the disbursement or request therefor, Grantee shall furnish to A.I.D. in form and substance satisfactory to A.I.D.

(A) An opinion satisfactory to A.I.D. of Grantee's Minister of Justice or other counsel satisfactory to A.I.D. that this Agreement has been duly authorized, or ratified by, and executed on behalf of Grantee and constitutes a valid and legally binding obligation of Grantee in accordance with its terms; and

(B) The name or names of the person or persons who will act as the representatives of Grantee pursuant to Section 7 thereof together with the evidence of his or their authority and a specimen signature of each person certified as to its authenticity.

SECTION 3. Terminal date for Conditions Precedent: Except as A.I.D. may otherwise agree in writing, if the conditions of Section 2 have not been satisfied within thirty (30) days of the date of this

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[1] TIAS 3870; 8 UST 1073.
[2] 75 Stat. 424; 22 U.S.C. § 2151 note.

Agreement, A.I.D. at any time thereafter, but prior to the satisfaction of the applicable conditions, may, at its option, terminate this Agreement by written notice to Grantee.

SECTION 4. General Covenants:

(A) Taxation: This Agreement and the amount to be granted hereunder shall be free from any taxation or fees imposed under any laws in effect within Jordan.

(B) Use of Funds: Grantee agrees that the funds provided hereunder shall be used exclusively for non-military items needed to meet development and recurring civilian requirements within the official Jordanian 1976 calendar year budget.

SECTION 5. Disbursements: Upon showing to A.I.D. of satisfaction of the conditions precedent noted hereinabove, A.I.D. will deposit the sum of Ten million U.S. dollars ($10,000,000) to the account of the Grantee in a to be named Bank in the United States or Jordan.

SECTION 6. Reports: Grantee shall furnish A.I.D. with such information and reports relating to this grant and such inspection of records or audit as A.I.D. may reasonably request.

SECTION 7. Use of Representatives:

(A) All actions required or permitted to be performed or taken under this Agreement by Grantee or A.I.D. may be performed by their respective duly authorized representatives.

(B) Grantee hereby designates the President of the National Planning Council as its representative with authority to designate in writing other representatives of Grantee in its dealings with A.I.D. (Grantee's representative or representatives designated pursuant to this Section, unless A.I.D. is given written notice otherwise, shall have authority to agree on behalf of Grantee to any modification of this Agreement which does not substantially increase Grantee's obligations hereunder). Until receipt by A.I.D. of written notice of revocation by Grantee of the authority of any of its representatives. A.I.D. may accept the signature of such representatives on any instrument as conclusive evidence that any action effected by such instrument is authorized by Grantee.

SECTION 8. Communications: Any notice, request or other communication or any document given, made or sent by A.I.D. pursuant to this Agreement shall be in writing and shall be deemed to have been duly given, made or sent to the party to which it is addressed. And it shall be delivered by hand or by mail, or telegram, cable or radiogram to such party at the following address:

To Grantee	National Planning Council
Mail Address	P. O. Box 555 Amman, Jordan
Cable Address	NPC, Amman, Jordan

To A.I.D. Mail Address	USAID Mission c/o American Embassy Amman, Jordan
Cable Address	A.I.D. Washington, D.C. USA

Other addresses may be substituted for the above upon giving of notice as provided herein.

All communications submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

GOVERNMENT OF THE HASHEMITE KINGDOM OF JORDAN

By: HANNA ODEH

Dr. Hanna Odeh
Title: *President*
National Planning Council

UNITED STATES OF AMERICA

By: THOMAS R PICKERING

Thomas R. Pickering
Title: *Ambassador*

TIAS 8589

AFGHANISTAN

Assistance to Kabul University

Agreement signed at Kabul December 6, 1975;
Entered into force December 6, 1975.

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PROJECT AGREEMENT
BETWEEN THE DEPARTMENT OF STATE, AGENCY FOR INTERNATIONAL DEVELOPMENT (AID), AN AGENCY OF THE GOVERNMENT OF THE UNITED STATES OF AMERICA, AND

Kabul University

AN AGENCY OF THE ~~GOVERNMENT OF~~ Republic of Afghanistan

The above-named parties hereby mutually agree to carry out a project in accordance with the terms set forth herein and the terms set forth in any annexes attached hereto, as checked below:

☒ PROJECT DESCRIPTION ANNEX A ☐ FOREIGN CURRENCY STANDARD PROVISIONS ANNEX

☒ STANDARD PROVISIONS ANNEX ☐ SPECIAL LOAN PROVISIONS ANNEX

This Project Agreement is further subject to the terms of the following agreement between the two governments, as modified and supplemented:

	DATE
☒ GENERAL AGREEMENT FOR TECHNICAL COOPERATION	2/7/1951[1]
☒ ECONOMIC COOPERATION AGREEMENT	6/23/1956[2]
☒ (other) TC Program Agreement as amended	6/30/1953[3]

1. PROJECT/ACTIVITY NO. 306-11-660-121

2. AGREEMENT NO. HE/KU # 4

3. ☐ ORIGINAL OR REVISION NO.__

4. PROJECT/ACTIVITY TITLE

Higher Education – Kabul University

5. PROJECT DESCRIPTION AND EXPLANATION

(See Annex A attached)

6. AID APPROPRIATION SYMBOL 72-11x1025

7. AID ALLOTMENT SYMBOL 425-50-306-00-69-61

8. AID FINANCING ☒ DOLLARS ☐ LOCAL CURRENCY	PREVIOUS TOTAL (A)	INCREASE (B)	DECREASE (C)	TOTAL TO DATE (D)
(a) Total		1,006,435		1,006,435
(b) Contract Services		795,000		795,000
(c) Commodities		5,435		5,435
(d) ~~Other Costs~~ Participants		206,000		206,000
9. COOPERATING AGENCY FINANCING-DOLLAR EQUIVALENT $1.00=				
(a) Total				
(b) Technical and other Services				
(c) Commodities				
(d) Other Costs				

10. SPECIAL PROVISIONS (Use Additional Continuation Sheets, if Necessary)

This agreement provides funding for i) the Nebraska contract through termination date of May 31, 1977, ii) continuing participants, iii) periodicals.

11. DATE OF ORIGINAL AGREEMENT	12. DATE OF THIS REVISION	13. ESTIMATED FINAL CONTRIBUTION DATE
December 6, 1975		December 6, 1978

14. FOR THE COOPERATING GOVERNMENT OR AGENCY	15. FOR THE AGENCY FOR INTERNATIONAL DEVELOPMENT
ANWAR	VINCENT W. BROWN
SIGNATURE: Dr. Mohammed Anwar	SIGNATURE: Vincent W. Brown
DATE: 12/6/75	DATE: 12/6/75
TITLE: Vice President, Kabul University	TITLE: Director, USAID/A Kabul

[1] TIAS 2210, 2624; 2 UST 592; 3 UST 4683.
[2] TIAS 3606; 7 UST 2047.
[3] TIAS 2856, 7789; 4 UST 2012; 25 UST 217.

ANNEX A

Preamble

Kabul University stands at the apex of the Republic of Afghanistan's educational system. It constitutes the prime hope of the nation's youth who aspire to local and national service. From the University must come the motivation and responsibility for orderly change in the nation's quest for social and economic modernization. Recognizing Kabul University's unique role in providing Afghanistan's personnel for the professions, government, business, social and economic development, the Government of the Republic of Afghanistan and the United States Agency for International Development Mission in Afghanistan (USAID/A) hereby enter into this Agreement to provide the services enumerated in Article III. Also included in this Agreement are the Course of Action to be followed, the progress to date, the responsibilities agreed to by the two parties and the funding requirements.

ARTICLE I. Activity Targets

This project provides the mechanism for AID to respond to Kabul University's immediate and expressed needs in the Central Administration, and in the Faculties of Agriculture, Engineering, and Departments of Education. This project is designed to meet high priority needs of a selective nature that help sustain the forward motion of the concerned faculties.

Kabul University agrees that during the life of this project, it will endeavor to complete a comprehensive long-range university development plan with the help of various donor countries.

The project intermediary (U.S. contractor) will be expected to provide KU the opportunity for a continuing dialogue with U.S. university administrators and faculty to review priorities and progress of the concerned Faculties and Departments of KU and to help to respond to issue arising during KU's preparation, refinement and implementation of development plans in the above-mentioned Faculties and Departments.

The project is designed to furnish the type of selective U.S. assistance that will build strength within the Faculties and Departments for defining and achieving their own objectives in accordance with the long-range goals of the Republic of Afghanistan and the expressed purpose of U.S. foreign assistance. A major focus will be in training selected Afghans, both abroad and on-the-job, for instructional roles. Activity targets involve several components of university activities: (a) Academic programs of the concerned Faculties and Departments; (b) Research that contributes to the Republic of Afghanistan's development; (c) Academic services.

A. To cooperatively improve the quality of instruction in the concerned Faculties and Departments of KU.

Accomplishment of this target will depend upon increased professional knowledge and competence of instructional staff; use of improved teaching techniques and instructional materials. Participant training and the Visiting Lecturer Program are designed to meet requirements for quality instruction. In addition, certain U.S. professors and their counterparts will undertake studies of the balance between theoretical and practical subjects and will introduce or improve several development related curricula.

B. To help KU develop the resources required to serve the Republic of Afghanistan through applied research efforts in agriculture, education and engineering.

The acceptance of KU staff and administration of its "outreach" responsibilities, primarily through the University Research Center, will be encouraged. In addition, the Center for Engineering Consulting Services and Applied Research (CECSAR) is a new phenomenon which is to be stimulated, encouraged and supported by this project.

C. To support the upgrading of academic services.

Selected academic services in the areas of University Planning, Business Affairs, and Student Affairs (e.g., procurement, accounting, budgeting, student records, counselling and testing, library, housing, and publications) will be examined and improved as resources available to the project permit.

ARTICLE II. Course of Action

The Republic of Afghanistan and USAID agree that this project will consist of four distinct but related parts, as follows:

A. Participant training abroad for promising junior faculty members; B. The Visiting Lecturer program to provide refresher study, teaching and research abroad for selected senior faculty members; C. essential commodity support and D. counselling and on-the-job training in research, university planning, and curriculum development by short- and long-term U.S. professors in selected Faculties and Departments.

The course of action, designed for project implementation, encompasses the four project components described below:

A. Participants

Junior faculty members will be sent abroad primarily to the U.S. and/or to other countries when appropriate for participant training at the Master's or Doctor's degree level. To give strength to the basic infrastructure of the undergraduate program, junior faculty

members are to be selected for participant training, principally from among the Faculties and Departments of the University with which USAID has been identified in the past. Selection is to be based on Training and Staff Development Plans developed and approved within each Faculty and Department. U.S. professors and USAID representatives are to assist, as requested, in the selection process, but principal responsibility for making training recommendations rests with KU.

Participants also may be drawn from managerial and support staff. The readiness of the individual for training, and his promise of future service to the University, will be a major consideration in the selection.

Subject to legislative authority, funds availability, and the Republic of Afghanistan/USAID agreement, from FY 1973 through FY 1976 USAID will finance the training programs of 43 participants in the U.S. and Iran, distributed approximately as follows:

1. 21 Ph. D. programs of three years' duration in the U.S.
2. 20 MS or M.A. programs of two years' duration in the U.S.
3. Two M.S. programs of two years' duration in Iran.

Under this agreement, classes will be set up at the University to help potential participants acquire the necessary language capability.

B. The Visiting Lecturer Program

Selected senior Afghan instructors (16 in 3 years) from the Faculties of Agriculture and Engineering and Departments of Education will go to the U.S. for one-year programs for teaching experience, research, or study within their own discipline.

KU will review faculty nominations and recommend candidates for visiting lectureship positions. Basic criteria for visiting lecturers will be:

(1) Qualifications: Minimum of an M.A. degree or equivalent. Holders of Ph. D. degree will have preference.
(2) Teaching experience: Minimum of 5 years with at least 3 years following the M.A.
(3) Professional competence: Ability to teach and do research and/or study in a U.S. institution.
(4) Age: Approximately 35–55.
(5) Previous Training: Must have discharged commitments following previous study abroad approximately two years for each year of Republic of Afghanistan or foreign donor paid study abroad.

Exceptions to the above criteria may be considered.

The Afghan Visiting Lecturer going to the U.S. will continue to draw his KU salary according to KU regulations. He will be paid by the host U.S. university at U.S. rates for perhaps ¼ or ⅓ time teaching or assisting, and receive from AID support for the remaining ¾ or ⅔ time, for a fixed $10,000 total per man year.

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Special funding arrangements may be required to allow extraordinary project grant payment to senior staff who will also be paid for part-time teaching or research in receiving U.S. institutions. A portion of projcet funding will be ear-marked annually from which salaries will be "topped" or special research expenses met. Arrangements for each senior staff member are to be dealt with according to the special circumstances of his training program. A professor may have his family accompany him abroad at his own expense.

Six visiting lecturers have been directly funded from FY 73 and FY 74 funds. Ten additional visiting lecturers are to be arranged under FY 73 and FY 75 contract funds.

C. Commodities

Vital KU Commodity requirements are for textbooks, faculty and departmental library support, teaching materials and spare parts, particularly in U.S. sponsored faculties or departments where education, engineering and agricultural laboratories are U.S. equipped.

These commodity requirements are to be partially met by FY 73 funds of $65,000 and FY 75 funds of $55,000. The FY 73 funds must be expended by September 1976 or they will be deobligated. This amount of U.S. commodity funding is conditioned upon KU's expending from its total university-wide budget at least an equal amount of commodity support. U.S. commodity input for FY 73 and FY 75 is to be placed at the disposal of KU. However, procurement is to be made with USAID assistance.

Procurement administration responsibilities under this project will be assumed by USAID. However, U.S. professors and USAID Procurement Office will also assist KU staff in improving procurement procedures at KU.

D. 1. Short-Term Professors. To meet special needs, the project provides for short-term U.S. professors to conduct research workshops, seminars, conferences, and on-the-job training of academic staff in areas of curriculum development. The full-time (resident) U.S. professors will assist in identifying the need and readiness of such short-term consultant services.

Subject to legislative authority, availability of funds and mutual agreement as to need, it is planned to provide 36 man-months of short-term U.S. professors during the life of the project.

2. Resident U.S. Professors. This project provides for a limited number of U.S. professors to meet specific priority needs at KU. The professors will be carefully selected to carry out the scopes of work which have been mutually agreed upon by KU, USAID, AID Washington and the contractor.

ARTICLE III. Progress to Date

In June 1974 an Afghan delegation visited the U.S. for three weeks to participate in the selection of a contracting institution for this

project. On July 1, 1974, the University of Nebraska at Omaha was selected and a contract was signed on August 15, 1974.

A. Professors

The first three U.S. professors arrived on the KU campus on September 16, 1974, and established appropriate contacts with Afghan adminstration and staff in the Faculties of Agriculture and Engineering and in the Departments of Education. Six additional professors arrived on February 3, 1975, bringing the Nebraska Team to agreed-upon strength. All U.S. Professors will depart not later than May 1977, with exception of the contractor representative, who will remain two additional months. Thus, the total span of professorial services will be four years and one month (from July 1, 1973, to July 31, 1977).

B. Short-term Consultants

A short-term consultant in the area of Business Affairs served from July 8, 1975, through September 1, 1975. A U.S. professor from Indiana University was provided to KU under a USAID personal services contract, beginning July 1, 1973, utilizing FY 73 and FY 74 funds which were originally designated for short-term consultants. Along with the service of the Indiana University professor, this has consumed 14 of the 36 man-months of short-term consultancy provided in the Course of Action.

C. Visiting Lecturers

Prior to the end of 1975, nine visiting lecturers departed for U.S. assignments, arrangements were completed for January 1976 departure of an additional four, and three were awaiting either nomination or placement. Departure for the remaining three will be no later than September 1976.

Four lectureships were completed by the end of 1975.

D. Participants

Prior to the end of 1975, forty-two of the forty-three participants departed for the U.S. or Iran. The remaining participant will depart for the U.S. in January 1976.

Eight participants had completed their training by the end of 1975, three had returned early without degrees, and one had immigrated to Canada without completing his program.

E. Commodities

Orders for most all commodities were placed prior to September 1975. Commodities have begun to arrive at KU.

F. Evaluation

The project will undergo an evaluation by representatives of Kabul University, USAID, and The Nebraska Team in April 1976. A final evaluation is scheduled for May 1977 at contract termination.

ARTICLE IV. U.S. Contributions Funded Under This Project Agreement

A. Resident full-time U.S. professors will be provided in the following fields:

1. Professor of Education.
2. Professor of Engineering Management Education.
3. Professor with CECSAR (The Center for Engineering Consulting Services and Applied Research). Contractor Representative.
4. Professor in Agricultural/Civil Engineering.
5. Electrical Engineer-Professor in Electric Power Generation and Distribution.
6. Professor in Animal Science and the Teaching of Agriculture Research Methodology.
7. Professor in Plant Science Conservation Education.
8. Teacher Education Curriculum Specialist—University level.
9. Vocational Teacher-Training Professor.

The requirements for resident full-time U.S. professors in this project will be subject to change according to KU needs, AID funds and joint KU/Contractor/AID judgments. All contract staff are expected to depart by May 1977 when the contract terminates, with the exception of the Contractor Representative, who will remain two additional months.

B. Local Hire

Funds are included herein for two local hire U.S. secretaries who are financed under the contract.

C. Participants

USAID has funded 43 participants (41 for training in the U.S. and 2 in Iran) who have been programmed directly by USAID in FY 73 and FY 74. Funds are included herein for the extension of 29 participants who are now in training in the U.S. and Iran and one scheduled to depart in January 1976. All the training programs as specified in the Course of Action have been fully funded through termination. The participants must complete their training programs on schedule. No extension of the duration of training or change of objectives nor additional financing beyond this Project Agreement will be authorized, since this is the final agreement for this project.

D. Professional Journal Subscriptions

Funds are included herein to provide a modest number of subscriptions to professional journals for the KU Central Library and the Faculties of Agriculture and Engineering and the Departments of Education.

ARTICLE V. Government of Afghanistan Contributions

A. Afghan administrators and teaching staff are to be provided as counterparts to U.S. professors.

B. Qualified candidates for the remaining visiting lecturer programs are to be selected by KU.

C. Allocations for the purchase of essential commodities for the concerned faculties. KU total funds for commodities are to equal at least the U.S. input.

D. Office space and basic equipment and supplies for U.S. professors and counterparts.

E. The Government of Afghanistan agrees that commodities procured under this agreement for university purposes will not be subject to import taxes.

F. KU is also to make provision for adequate administrative support for the foreign professors and their project activities. KU support will include the training of technicians to maintain laboratory equipment and other commodities under this project.

G. Trust Funds administered by USAID/Afghanistan are to cover participant travel costs on Ariana Afghan Airlines segments of international travel. Trust funds will also cover the costs of U.S. contractor support.

ARTICLE VI. Special Provision

Kabul University agrees that it will allow AID upon request to undertake any action which may accrue to Kabul University in connection with or arising out of a contractor's performance or breach of performance of any contract financed in whole or in part out of funds provided by the United States Government under this Agreement.

AID 1330-1B (6-63) PROAG STANDARD PROVISIONS ANNEX	PROJECT AGREEMENT BETWEEN AID AND Kabul University AN AGENCY OF THE GOVERNMENT OF Afghanistan	1. Project/Activity No. 306-11-660-121 2. Agreement No. HE/KU # 4

A. As used herein, the term "AID" refers to the Agency for International Development, any component agency, or any successor agency. References to "this Project Agreement" shall mean the original Project Agreement as modified by any revisions which have entered into effect.

B. (1) AID will make available the amounts specified in Block 8 of this Project Agreement, as necessary for the project, for use for the designated purposes and as may be further described in Annex A, as required by Block 5 hereof. In addition, as may be further specified in Annex A, AID will, subject to the availability of funds and (where required by AID procedures) as provided for in Project Implementation Orders (PIOs) issued by AID in accordance with its procedures, make available funds (a) to pay costs of furnishing technical services to be performed by United States Government employees in connection with the project, (b) to pay a share of the costs of providing training outside the cooperating country in connection with the project for qualified persons from the cooperating country, and (c) to pay such additional costs as may be specified.

(2) The Cooperating Government Agency will make available the amounts specified in Block 9 of this Project Agreement, as necessary for the project, for use for the designated purposes and as may further be described in Annex A. The Cooperating Government Agency will also make, or arrange to have made, additional contributions of property, services, facilities and funds required for carrying out the project as may be specified in Annex A, or as may subsequently be agreed upon by the two parties.

C. AID and the Cooperating Agency may obtain the assistance of other public and private agencies in carrying out their respective obligations under this Project Agreement. The two parties may agree to accept contributions of property, services, facilities and funds for purposes of this Project Agreement from other public and private agencies, and may agree upon the participation of any such third party in carrying out activities under this Project Agreement.

D. AID shall not be required to make any contribution after the expiration of six months following the estimated final contribution date (Block 13 of the Project Agreement form AID 1330-1) or any amended final contribution date specified herein. Except as otherwise specified herein or subsequently agreed by the parties, all contributions of the Cooperating Agency pursuant to this Project Agreement shall be made on or before said estimated termination date, or amended date. A contribution of goods or services shall be considered to have been made when the goods or services, provided or financed by the contributing party, are delivered in accordance with commercial practice.

E. The procurement of commodities and contract services to be financed in whole or in part by AID may (where so required by AID procedures) be undertaken only pursuant to PIOs issued by AID in accordance with its procedures.

F. Unless otherwise specified in the applicable PIO, the procurement of commodities financed with the AID contribution referred to in Block 8 of this Project Agreement shall be subject to the provisions of AID Regulation 1.

G. Unless otherwise specified in the applicable PIO, title to all property procured through financing by AID pursuant to Block 8(c) of this Project Agreement shall be in the Cooperating Agency, or such public or private agency as it may authorize. This provision is inapplicable to any property which may be used in connection with the project but is not financed pursuant to said Block 8(c).

H. Any property furnished to either party through financing by the other party pursuant to this Project Agreement shall, unless otherwise agreed by the party which financed the procurement, be devoted to the project until completion of the project, and thereafter shall be used so as to further the objectives sought in carrying out the project. Either party shall offer to return to the other, or to reimburse the other for, any property which it obtains through financing by the other party pursuant to this Project Agreement which is not used in accordance with the preceding sentence.

I. (1) If AID and any public or private organization furnishing commodities through AID financing for operations hereunder in the cooperating country, is, under the laws, regulations or administrative procedures of the cooperating country, liable for customs duties and import taxes on commodities imported into the cooperating country for purposes of carrying out this Project Agreement, the Cooperating Agency will pay such duties and taxes unless exemption is otherwise provided by any applicable international agreement.

(2) If any personnel (other than citizens and residents of the cooperating country), whether United

States Government employees, or employees of public or private organizations under contract with, or individuals under contract with, AID, the Cooperating Agency or any agency authorized by the Cooperating Agency, who are present in the cooperating country to provide services which AID has agreed to furnish or finance under this Project Agreement, are, under the laws, regulations or administrative procedures of the cooperating country, liable for income and social security taxes with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States of America, for property taxes on personal property intended for their own use, or for the payment of any tariff or duty upon personal or household goods brought into the cooperating country for the personal use of themselves and members of their families (not including such personal or household goods as may be sold by any such personnel in the cooperating country), the Cooperating Agency will pay such taxes, tariff, or duty unless exemption is otherwise provided by any applicable international agreement.

J. Any personnel (other than citizens and residents of the cooperating country), whether United States Government employees, or employees of public or private organizations under contract with, or individuals under contract with, AID, the Cooperating Agency or any agency authorized by the Cooperating Agency, who are present in the cooperating country to provide services which AID has agreed to furnish or finance under this Project Agreement shall be subject to the approval of the Cooperating Agency and AID, and shall be under the general direction of the Director of the Mission to the cooperating country.

K. If any commodity is furnished to the Cooperating Agency, or any public or private agency authorized by the Cooperating Agency, on a grant basis through financing by AID pursuant to this Project Agreement under arrangements which will result in the accrual of proceeds to the Cooperating Agency or any authorized agency and if the applicable agreement between the two governments referred to on the first page of this Project Agreement does not provide for the establishment of a Special Account and the deposit therein of currency of the cooperating country, the Cooperating Agency will make such arrangements as may be necessary to establish a Special Account and to deposit therein currency of the cooperating country in amounts equal to such proceeds, in accordance with such terms and conditions as may be agreed upon. Funds in the Special Account may be used only as agreed upon by AID and the Cooperating Agency; provided, that such portion of the funds in the Special Account as may be designated by AID shall be made available to AID to meet the requirements of the United States.

L. The Cooperating Agency will make such arrangements as may be necessary so that funds introduced into the cooperating country by AID or any public or private agency for purposes of carrying out obligations of AID hereunder shall be convertible into currency of the cooperating country at the highest rate which, at the time the conversion is made, is not unlawful in the cooperating country.

M. AID shall expend funds and carry on operations pursuant to this Project Agreement only in accordance with the applicable laws and regulations of the United States Government.

N. The two parties shall have the right at any time to observe operations carried out under this Project Agreement. Either party during the term of the Project and three years after the completion of the project, shall further have the right (1) to examine any property procured through financing by that party under this Project Agreement, wherever such property is located, and (2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by, that party under this Project Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by the other party under this Project Agreement, shall assure that the rights of examination, inspection and audit described in the preceding sentence are reserved to the party which did the financing.

O. Upon completion of the project, a Completion Report shall be drawn up, signed by appropriate representatives of AID and the Cooperating Agency, and submitted to AID and the Cooperating Agency. The Completion Report shall include a summary of the actual contributions by both AID and the Cooperating Agency to the project, and shall provide a record of the activities carried out, the objectives achieved, and related basic data. AID and the Cooperating Agency shall each furnish the other with such information as may be needed to determine the nature and scope of operations under this Agreement and to evaluate the effectiveness of such operations.

P. The present Agreement shall enter into force when signed. Either party may terminate this Project Agreement by giving the other party 30 days written notice of intention to terminate it. Termination of this Project Agreement shall terminate any obligations of the two parties to make contributions pursuant to Blocks 8 and 9 of this Project Agreement, except for payments which they are committed to make pursuant to non-cancellable commitments entered into with third parties prior to the termination of the Project Agreement. It is expressly understood that the obligations under paragraph H relating to the use of property shall remain in force after such termination.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Deep Sea Drilling Project

Memorandum of understanding signed at London September 29, 1975;
Entered into force September 29, 1975.

Memorandum of Understanding between the U.S. National Science Foundation in Washington, D.C. and the Natural Environment Research Council in London on the participation of the United Kingdom in the International Phase of Ocean Drilling (IPOD) an extension of the Deep Sea Drilling Project (DSDP)

The Deep Sea Drilling Project (DSDP) is an ongoing project of the U.S. Ocean Sediment Coring Program (OSCP) of the U.S. National Science Foundation. Its goal is to learn more about the structure, composition, origin and geologic history of the ocean basins and their relationship to the continents. This goal is being realized by drilling and coring the sediments and part of the underlying crystalline layers of the oceanic crust. The DSDP has been funded from 1966 through 1973 solely by the U.S. National Science Foundation through a contract with the University of California. The Scripps Institution of Oceanography, a part of the University of California at San Diego, is responsible for operations management. The University of California currently subcontracts with Global Marine, Inc., for the leasing and operation of the D/V Glomar Challenger, which provides the ocean-going platform from which the drilling and coring are accomplished.

Scripps Institution of Oceanography plans the various scientific phases of the project with advice from a scientific advisory committee composed of distinguished scientists drawn from the international earth sciences community. The committee presently consists of representatives from the Lamont-Doherty Geological Observatory, Columbia University; the Scripps Institution of Oceanography, University of California at San Diego; the Woods Hole Oceanographic Institution; the Rosenstiel School of Marine and Atmospheric Science, University of Miami; the Department of Oceanography, University of Washington; the Hawaii Institute of Geophysics, University of Hawaii; Department of Oceanography, University of Rhode Island; Department of Oceanography, Oregon State University; Department of Oceanography, Texas A&M University; the Institute of Oceanology

of the U.S.S.R. Academy of Sciences; the Bundesanstalt fuer Geowissenschaften und Rohstoffe (BGR) of the Federal Republic of Germany (FRG); the Centre National pour l'Exploitation des Oceans (CNEXO) of France; the Ocean Research Institute, University of Tokyo, Japan; and the Natural Environment Research Council (NERC) of the United Kingdom.

Phase I of the DSDP began operations in 1968. It has since been extended twice; Phase III began August 1972, at which time international participation was invited. Drilling and coring during Phase III are scheduled to continue until September 30, 1975. Analyses and reports will be continued through June 1976 at which time the contract is scheduled to terminate. As of September 22, 1975, 391 sites have been drilled in the ocean bottom. Depths as great as 6200 meters with up to 1410 meters penetration of bottom sediment have been reached. Upon completion of Phase III, an International Phase of Ocean Drilling (IPOD) will be carried out from October 1, 1975 through September 30, 1978, with the participation of other interested countries. Scientific organizations of participating countries will be invited to be co-equal members of the scientific advisory structure for this program and these countries will provide scientific, technical, and financial contributions. The scientific objectives of drilling during the International Phase of Ocean Drilling are (1) to determine, through deep penetration below the sediments, the nature of the oceanic crystalline basement and (2) through a continued program of sediment coring conducted at sites both in the open ocean and on the continental margins, to determine the paleoenvironmental history of the world's ocean basins. From the results of shallow penetration in the continental margins scheduled for this period and the results of concurrently scheduled engineering studies, planning will be undertaken for a fifth phase of drilling designed to determine the geologic history, structure, and resource potential of the continental margins.

The U.S. National Science Foundation and the Natural Environment Research Council agree to co-operate under the conditions and work plans stated as follows:

1. The Natural Environment Research Council will support the IPOD phase of the DSDP with a total contribution of $1,000,000 per annum, in cash or in kind, as mutually agreed, to be made available, beginning on October 1, 1975 for the first three years of the IPOD phase of DSDP. In the event that the program is delayed, this date will be adjusted accordingly. The financial contributions of all participants in the DSDP will be commingled to support the total program costs. Should the DSDP be terminated at any time prior to September 1978, one-twelfth of the contribution of the UK for the year in which such termination occurs will be refunded for each month remaining in such year.

2. The Natural Environment Research Council is now and will continue to be a member of the scientific advisory committee con-

stituted to provide scientific advice to the Scripps Institution of Oceanography, the manager of the IPOD. Program plans are prepared by the Scripps Institution of Oceanography and submitted to the U.S. National Science Foundation for approval.

The Natural Environment Research Council will have the right:

(a) to make proposals to the scientific advisory committee of scientific projects or objectives of special interest to the UK.
(b) to participate in the analysis, and have access to the data, of geophysical site surveys funded by IPOD.

Additional site surveys may be contributed by the UK as available resources allow. The IPOD site surveying will be coordinated by the Scripps Institution of Oceanography.

3. The Scripps Institution of Oceanography selects the scientific team for each cruise. Because of the limited space for shipboard scientists aboard Glomar Challenger and in order to ensure equitable treatment for all non-U.S. nation participants, space, on the average, will be available for one to two UK scientists on each cruise of Glomar Challenger during IPOD. It is recognized that some cruises may be of special scientific interest to UK scientists and more UK participation may be appropriate. It is expected that a UK scientist will be invited to serve as co-chief scientist during some of the IPOD cruises.

The UK will have the opportunity to participate in the technical and/or drilling parties on IPOD cruises.

4. UK scientists will have access (through the Natural Environment Research Council) to IPOD data and core samples equivalent to that of the other participants. The Natural Environment Research Council will endeavour to ensure that the participating UK scientists and institutions shall provide the scientific data resulting from site surveys and laboratory analyses to the Scripps Institution of Oceanography in due time for preparation of the Initial Reports or their equivalent, which will be directed and coordinated by the Scripps Institution of Oceanography. In view of the UK contribution to the IPOD, 100 copies of each volume of the official IPOD scientific publications will be provided to the Natural Environment Research Council, for free distribution among British scientific establishments. These volumes may be published in the UK, in full or in part, without payment to or additional agreements with the American side. The NERC will provide the NSF with copies of all UK official publications that are based on IPOD material.

5. The Natural Environment Research Council will nominate to the Scripps Institution of Oceanography interested and highly qualified UK scientists to the Planning and Executive Committees of the scientific advisory committee and will advise on panel membership and cruise scientists, if requested. The Council will also recommend the names of highly qualified operations managers for operation at sea.

6. Salaries and fringe benefits for the UK participants will be borne by the UK side. The cost of internal U.S. travel and per diem of the members or alternates of the scientific advisory committee (executive, planning and advisory functions) for working sessions of this committee will be paid by the DSDP. All other costs, including the cost of travel to and from the United States, will be paid by the UK. The cost of participation in such meetings held outside the United States will be paid by each side for its own nationals. All other costs, including travel to and from Glomar Challenger, will be paid by the UK. The cost of internal U.S. travel and per diem for post cruise conferences required for the preparation of the Initial Reports or their equivalent will be paid by the DSDP.

7. The U.S. National Science Foundation will seek to facilitate, to the extent feasible, through collaboration with the appropriate authorities, the granting of visas and other forms of official permission for entry to and exit from the U.S. of personnel, equipment, and supplies when required for participation or utilization in the IPOD.

8. Other proposals of mutual interest for participation in the IPOD, above and beyond routine participation activities, will be considered, as appropriate, by representatives of the U.S. National Science Foundation and the Natural Environment Research Council. Such proposals may include scientific, technical and engineering matters.

9. Scientific and administrative representatives of the U.S. National Science Foundation and the Natural Environment Research Council, together with representatives of appropriate government agencies of other nations formally contributing to the IPOD will meet once a year, as mutually agreed, for an Annual IPOD Program Review including a financial discussion, a review of scientific and technical achievements for the past year and plans for the coming year. Additional meetings may be held at the request of either party to discuss the terms and conditions of this Memorandum and other matters of mutual interest.

10. The UK retains the option of participating in any extension of the DSDP by renewal or renegotiation of the present Memorandum of Understanding, as appropriate.

11. Obligations arising from this Memorandum of Understanding may be terminated by either party giving the other party advance notice of at least six months.

12. Done in London on September 29, 1975.

P. I. KENT

Sir Peter Kent
Chairman
Natural Environment Research Council

SEPTEMBER 29, 1975
Date

ROBERT E. HUGHES

Robert E. Hughes
Assistant Director for Astronomical, Atmospheric, Earth & Ocean Sciences
U.S. National Science Foundation

SEPTEMBER 29, 1975
Date

TIAS 8591

JAPAN

Deep Sea Drilling Project

Memorandum of understanding signed at Tokyo July 18, 1975;
Entered into force July 18, 1975;
Effective August 1, 1975.

Memorandum of Understanding between the Ocean Research Institute of the University of Tokyo and the U.S. National Science Foundation on participation and cooperation of Japan in the International Phase of Ocean Drilling of the Deep Sea Drilling Project

The Ocean Research Institute (ORI) of the University of Tokyo and the U.S. National Science Foundation (NSF), agree to cooperate in NSF's program of ocean drilling, the International Phase of Ocean Drilling (IPOD) of the Deep Sea Drilling Project (DSDP), under the conditions and work plans stated as follows:

1. (A) The Ocean Research Institute of the University of Tokyo agrees to participate in the International Phase of Ocean Drilling of the Deep Sea Drilling Project beginning on August 1, 1975. The Ocean Research Institute of the University of Tokyo will contribute within the budgetary appropriation, one million U.S. Dollars per annum to NSF As for the period from August 1, 1975 to March 31, 1976, the Ocean Research Institute of the University of Tokyo will pay eight-twelfths of one million dollars.

(B) Should the IPOD be suspended by the National Science Foundation, the sum of one-twelfth of the contribution of Japan for that 12-month period for which the contribution was given multiplied by the number of months remaining in that 12 month period will be refunded by NSF to the Ocean Research Institute of the University of Tokyo.

(C) The financial contribtuions of all participating countries in the IPOD will be commingled to support the total program costs.

2. The representative of the Ocean Research Institute of the University of Tokyo will be a member of the Executive Committee of the IPOD scientific advisory system constituted to provide scientific advice to the Scripps Institution of Oceanography, which executes the IPOD in accordance with a contract between the National Science

Foundation and the University of California. The representative will recommend to the Scripps Institution of Oceanography the names of qualified Japanese scientists for membership on the planning committee and panels of the scientific advisory system.

All members of the scientific advisory system will have an equal voice in deliberations of its executive committee, planning committee and panels.

3. (A) The Scripps Institution of Oceanography has the right to form the scientific team and select its members for each cruise. NSF will ensure that the Scripps Institution of Oceanography will make available space, on the average, for one to two Japanese scientists on each cruise of the D/V Glomar Challenger or other ship assigned to perform the same functions during the IPOD, taking into consideration the limited space for shipboard scientists aboard the D/V Glomar Challenger or other ship and the need for equitable treatment for all non-U.S. participating countries. NSF recognizes that the participation of more than two Japanese scientists may be appropriate in some cruises that may be of special scientific interest to Japanese scientists.

(B) The Ocean Research Institute of the University of Tokyo will recommend to the Scripps Institution of Oceanography the names of highly qualified Japanese scientists as cruise scientists. It will also recommend to the Scripps Institution of Oceanography the names of highly qualified technicians to participate in cruises as members of the drilling party.

(C) The Ocean Research Institute of the University of Tokyo will be able to propose to the Scripps Institution of Oceanography that a Japanese scientist serve as co-chief scientist during some of the cruises of the D/V Glomar Challenger.

(D) Questions regarding health, accident and liability insurance will be dealt with by separate correspondence between the NSF and the Ocean Research Institute of the University of Tokyo.

4. The following costs incurred by Japanese participants in IPOD will be paid by the Scripps Institution of Oceanography which executes the IPOD of the DSDP:

(A) the cost of internal U.S. travel and per diem of the members or their alternates designated by the Ocean Research Institute of the University of Tokyo to participate in working sessions of the executive committee, planning committee, and panels of the scientific advisory system;

(B) the cost of per diem for Japanese scientists and technicians on board the D/V Glomar Challenger or other ship assigned to perform the same functions;

(C) the cost of internal U.S. travel and per diem for post-cruise conferences required for the preparation of the Initial Reports of the Deep Sea Drilling Project or equivalent publication.

All other costs of participation will be paid by the Ocean Research Institute of the University of Tokyo.

5. (A) In the selection of cruise areas, due consideration will be given to reflect adequately the interest of the Japanese scientists.

(B) The Ocean Research Institute of the University of Tokyo will make efforts to conduct geophysical site surveys of drilling sites using Japanese ships as available, in order to facilitate selection of specific sites to be drilled. These site surveys will be discussed between the Ocean Research Institute of the University of Tokyo and the Scripps Institution of Oceanography.

6. (A) NSF will ensure that the Ocean Research Institute of the University of Tokyo will have access equivalent to that of other participating countries to IPOD data and core samples without undue delay.

(B) The Ocean Research Institute of the University of Tokyo will coordinate the various research activities of Japanese scientists on IPOD data and core samples.

(C) The Ocean Research Institute of the University of Tokyo will endeavor to ensure that the scientific data resulting from the analysis of core samples and data will be provided to the Scripps Institution of Oceanography without undue delay for preparation of the Initial Reports of the Deep Sea Drilling Project or their equivalent.

7. (A) NSF will provide the Ocean Research Institute of the University of Tokyo with 100 copies of each volume of the Initial Reports of the Deep Sea Drilling Project or their equivalent, beginning with volume 30 of the DSDP, and an appropriate number of Initial Core Descriptions without undue delay.

(B) The Japanese side may translate those volumes of the Initial Reports of the Deep Sea Drilling Project, or equivalent, distributed by NSF to the Ocean Research Institute of the University of Tokyo, into the Japanese language and may publish them in Japan, in full or part, without payment to or additional agreements with NSF.

(C) The Ocean Research Institute of the University of Tokyo will provide NSF with copies of as many Japanese publications as possible that are based on IPOD materials. The American side may translate copies of those publications of which the Ocean Research Institute of the University of Tokyo is the copyright holder into English and publish them in the United States, in full or in part, without payment to or additional agreements with the Ocean Research Institute.

8. NSF will seek to facilitate without undue delay, to the extent feasible, through collaboration with the appropriate authorites, the granting of visas and other forms of official permission for entry to and exit from the United States of personnel, equipment and supplies when required for participation or utilization in the IPOD.

9. (A) Matters of mutual interest in the IPOD will be considered, as appropriate, by representatives of the Ocean Research Institute of the University of Tokyo and the NSF.

(B) Representatives of the NSF and the ORI will meet once a year, as mutually agreed, for an Annual IPOD Program Review including a financial discussion, a review of scientific and technical achievements for the past year and plans for the coming year. Additional meetings may be held at the request of either party to discuss the terms and conditions of this Memorandum and other matters of mutual interest.

10. Details which are not prescribed in this Memorandum shall be decided separately between the Ocean Research Institute of the University of Tokyo and the NSF.

11. (A) This Memorandum of Understanding will take effect on August 1, 1975.

(B) This Memorandum of Understanding may be terminated by either party giving the other party advance notice of at least two months.

DONE in Tokyo on the eighteenth of July, 1975, in duplicate, in English and Japanese languages, both texts being equally authentic.

FOR THE NATIONAL SCIENCE FOUNDATION

THOMAS O. JONES

Thomas O. Jones
Deputy Assistant Director for National and International Programs
U.S. National Science Foundation

FOR THE OCEAN RESEARCH INSTITUTE

S. UTIDA

Seiitiro Utida
Director
The Ocean Research Institute of the University of Tokyo, Japan

DENMARK

Certain Aeronautical Facilities and Services in Greenland

Agreement amending the agreement of July 7, 1960.
Effected by exchange of notes
Dated at Copenhagen March 26 and September 6, 1976;
Entered into force September 6, 1976;
Effective January 1, 1976.

The American Embassy to the Danish Ministry of Foreign Affairs

No. 13

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of Denmark and has the honor to refer to the recent discussions between representatives of the governments of the United States and Denmark concerning certain aspects of the utilization of Sondrestrom Air Base, Greenland, by commercial and civilian aircraft, in particular the desire of the Government of Denmark to ensure the continued operation to support commercial and civilian aviation utilizing Sondrestrom Air Base following December 31, 1975, the date as of which the United States Air Force intends to withdraw from the operation and maintenance of the Sondrestrom Area Control Center. In the course of the foregoing discussions agreement in principle was reached on the desirability of suitably modifying the appendix to the agreement of July 7, 1960[1] between the Government of the United States of America and the Government of Denmark concerning aeronautical facilities and services in Greenland in accordance with Article 5 thereof.

Accordingly, the Embassy of the United States of America has the honor to propose to the Ministry of Foreign Affairs that the appendix of the Agreement of July 7, 1960 be amended in toto by substituting the text of the attached appendix which amendment shall become effective on January 1, 1976.

If the foregoing proposal is acceptable to the Government of Denmark, the Embassy of the United States of America has the further honor to propose that this note, together with the note of the Ministry of Foreign Affairs in reply, constitute an agreement between the

[1] TIAS 4531; 11 UST 1864.

Government of the United States of America and the Government of Denmark, effective from the date of reply.

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

EMBASSY OF THE UNITED STATES OF AMERICA
COPENHAGEN, *March 26, 1976*

Attachment

APPENDIX

to the Agreement between the Government of Denmark and the Government of the United States of America concerning Establishment and Operation of certain aeronautical Facilities and Services in Greenland.

Effective 1. JANUARY 1976.

PART 1.

1.	Aeronautical facilities and services in Greenland for which responsibility is delegated to the United States with regard to establishment and/or operation.
1.1	Aerodromes (AGA): As contained in Attachment A.
1.2	Aeronautical Information Services (AIS): As contained in Attachment B.
1.3	Air Traffic Services (ATS): As contained in Attachment C.
1.4	Communications (COM): As contained in Attachment D.
1.5	Meteorology (MET): As contained in Attachment E.
1.6	Search & Rescue (SAR): As contained in Attachment F.

PART 2.

2.	Rules and Procedures applicable within Sondrestrom and Thule TMA/CTR's.
2.1	Rules of the Air: These rules shall be the provision of Annex 2 to the convention on International Civil Aviation, Rules of the Air, as modified by differences filed by Denmark.
2.2	Altimeter Setting Procedures.

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2.2.1 The altimeter setting procedures to be applied within the Sondrestrom and Thule TMA/CTR's, will be in accordance with those contained in ICAO PANS OPS, DOC 8168 OPS/611.

2.2.2 Transition Altitudes.

2.2.2.1 Within Thule CTR the transition altitude has been established at 6500 feet.

2.2.2.2 Within Sondrestrom CTR the transition altitude has been established at 6000 feet.

2.2.3 Transition levels.

2.2.3.1 Within Thule TMA the transition level has been established at FL 90.

2.2.3.2 Within Sondrestrom TMA the transition level has been established at FL 85.

2.3 Dimensional Units to be used in Air/Ground Communications. The dimensional units to be used in Air/Ground Communications by aeronautical stations within Sondrestrom and Thule TMA/CTR's shall be those contained in ICAO Annex 5, Blue Table, with the following differences: Visibility—Statute Mile Altimeter Setting—Inch.

Attachment A

1. Aerodromes (AGA).

1.1 Sondre Stromfjord Aerodrome. Sondre Stromfjord shall be designated as an international aerodrome and shall be available to civil flights in accordance with agreement between the appropriate authorities of the two Governments.

1.2 Runway Conditions.

1.3 Measurement of runway conditions and the reporting thereof on the basis of local agreement.

Attachment B

1. Aeronautical Information Services (AIS).

NOTE 1: Denmark will be responsible for the issuance of an Aeronautical Information Publication (AIP) and NOTAM: Class I and Class II.

NOTE 2: When deemed appropriate, AIP's and NOTAM's Class II will, prior to their issuance, be submitted to Hq Northern Communications Area, Griffiss AFB, New York, U.S.A. 13441 for review.

1.1 All information concerning facilities and services operated by the United States within the Sondrestrom FIR in-

tended for NOTAM Class I distribution will be forwarded to the Sondre Stromfjord International NOTAM Office.

1.2 All information concerning facilities and services operated by the United States within the Sondrestrom FIR intended for NOTAM Class II distribution or inclusion in AIP, will be forwarded to the Directorate of Civil Aviation, Copenhagen.

1.3 Documents applicable to the provision of aeronautical information services: ICAO Annex 15.

Attachment C

1. Air Traffic Service (ATS).

1.1 Approach Control Service (APP).

1.1.1 Provision of approach control service on a 24-hour basis, unless otherwise indicated, within the Terminal Control Aeras (TMA) of Sondrestrom and Thule.

1.2 Aerodrome Control Service (TWR).

1.2.1 Provision of aerodrome control service on a 24-hour basis, unless otherwise indicated, at the aerodrome of Sondre Stromfjord and Thule.

1.3 Sondrestrom and Thule Terminal Control Areas (TMA).

1.3.1 Lateral limit: A circle with a radius of 90 NM centered on the aerodrome reference point at the appropriate aerodrome.

1.3.2 Vertical limits.

1.3.2.1 Lower limit: 7000 FT MSL.

1.3.2.2 Upper limit: F1 195 (highest usable FL is FL 190).

1.4 Sondrestrom and Thule Control Zones (CTR).

1.4.1 Lateral limit: A circle with a radius of 40 NM centered on the aerodrome reference point at the appropriate aerodrome.

1.4.2 Vertical limit.

1.4.2.1 Lower limit: Surface of the earth.

1.4.2.2 Upper limit: 7000 FT MSL.

1.5 ICAO DOCUMENTS applicable to the provision of air traffic services:

1) Annex 11—Air Traffic Services.+)

2) DOC 4444-RAC/501—Rules of the air and air traffic services.+)

+) As modified by differences, if any, agreed to by U.S. and Denmark.

Attachment D

1. Aeronautical Fixed Service.

1.1 AFTN.

1.1.1 Provision of the following circuits:
Sondre Stromfjord—Goose.
Sondre Stromfjord—Reykjavik.
Sondre Stromfjord—Thule.
Sondre Stromfjord—Kulusuk.
Pony Circuit (Civil site to ICAO Comm Center/FIC/Base Operations).
ICAO Circuit (ICAO Comm Center to Base Operations/Civil Site).

1.2 AFS.

1.2.1 Provision of speech communications direct or by switching to connect Reykjavik ACC with:
Gander OAC
Edmonton ACC
Sondre Stromfjord Radio/FIC/TWR–APP.
Thule Radio/APP (Dundas)
to connect Sondre Stromfjord FIC with:
Reykjavik ACC
Gander OAC
Edmonton ACC
Sondre Stromfjord Radio/TWR–APP
Thule Radio/APP (Dundas)
Kulusuk AFIS

1.2.2 LTT and interphone connection Thule—Dundas.

1.2.3 Teletypewriter circuits will be available to exchange meteorological data rapidly between Sondre Stromfjord and the Dye Sites and between Sondre Stromfjord and appropriate USAF Weather Relay Centers.

1.2.4 Facsimile circuits will be available between Sondre Stromfjord and an appropriate servicing center.

2. Mobile Service.

2.1 Sondre Stromfjord:
Terminal/APP/TWR/GCA
126.2MHz 134.1MHz
118.3MHz 121.5MHz

2.1.1 Dye 1/Sondrestrom
Area (FIC)
127.9MHz

2.2 Keying circuits between Sondre Stromfjord and Dye 1/Dye 4 for remote operation of Danish provided Extended VHF at Kulusuk and USAF provided Extended VHF at Dye 1 on 127.9 MHz.

3. Navigational Aids.
3.1 Sondre Stromfjord NDB 382 kHz
Tacans (Channel 49 and 27)
3.2 Kulusuk NDB 283 kHz
ICAO Documents applicable to Communications:
1) Annex 10—Aeronautical Telecommunications.+)
2) DOC 7181-COM/546—Radio Telephony procedures.+)
3) DOC 7030—Regional Supplementary Procedures, Part 2, applicable to the NAT Region.+)
×)As modified by differences, if any, agreed to by U.S. and Denmark.

Attachment E

1. Meteorological facilities.
1.1 Radiosonde and radio/radar wind observation stations: Thule.
1.2 Surface observation station: Thule.
1.3 Hourly observation station: Thule.
2. OBSERVATION program and transmission.
2.1 Radiosonde and radio/radar wind observations: 0000 and 1200 GMT. Thule.
2.2 Surface observations: 0000, 0300, 0600, 0900, 1200, 1500, 1800 and 2100 GMT. Thule.
2.3 Hourly Observations: Every hour and specials. Thule.
2.4 Transmissions: The Thule forecasts and observations shall be filed for retransmission at the Danish communications office at Dundas in time to meet the requirements of Danish retransmission schedules. Thule TAF's are transmitted daily at 0700, 1100 and 1700 GMT, except that every other Monday a 0500 TAF is transmitted in lieu of the 0700.
3. Meteorological services: Procedures and Code Forms, etc.
3.1 Services, procedures and code forms shall be as prescribed in the following regulations, as modified by differences, if any, agreed to by US and Denmark:

1) Annex 3—Meteorology.
2) DOC 7605-MET/526—Meteorology.
3) DOC 7030—Regional Supplementary Procedures, Part 3, applicable to the NAT Region.
4) WMO Technical Regulations.

3.2 Meteorological data being provided to Sondrestrom at the time of ratification of this attachment is considered sufficient to meet Danish requirements.

Attachment F

1. Search and Rescue Services (SAR).

1.1 Sondrestrom Search and Rescue Area (SSR) is coincident with the Sondre Stromfjord FIR.

1.2 The senior US Air Force officer at Sondrestrom Air Base and at Thule Air Base, respectively, will initiate SAR operations and act as "On Scene Commander". When deemed necessary, he will request the nearest USAF Air Rescue Squadron Coordination Centre to provide a SAR-coordinator to take over the direction of the SAR-operation.

1.3 The direction of search and rescue operations will be carried out in close cooperation with the Sea Rescue Centre, Gronnedal, which may act as Rescue subcentre (RSC).

1.4 Local SAR agreements necessary to achieve a close cooperation in SAR operations should be worked out between the senior US Air Force officer at Sondre Stromfjord and Thule, respectively, and a representative of the USAF Air Rescue Service and the C-in-C Greenland (Gronnedal).

2. Search and Rescue facilities.

2.1 Aircraft of the USAF, suitable for SAR-operations, and which are located in Greenland, will be available through the senior US Air Force officer at Sondre Stromfjord Air Base and Thule Air Base, respectively.

NOTE: Maritime Rescue Facilities (covering at least the minimum requirements in the NAT Regional Plan) and aircraft suitable for SAR-operations, which are located in Greenland, will be available through the C-in-C Greenland, Gronnedal Naval Base.

2.2 Information about the facilities mentioned above may be published in the Aeronautical Information Publication (AIP).

3. Applicable ICAO Documents:

1) Annex 12—Search and Rescue.+)
2) DOC 7030—Regional Supplementary Procedures, Part 1 as applicable to the NAT Region.+)
3) DOC 7333-AN/859—Search and Rescue Manual.

+) As modified by differences, if any, agreed to by US and Denmark.

The Danish Ministry of Foreign Affairs to the American Embassy

MINISTRY OF FOREIGN AFFAIRS

1 encl. Ø.P.II. Ref. No. 93.B.42

Note Verbale

The Ministry of Foreign Affairs has the honour to acknowledge receipt of the Note Verbale of the Embassy of the United States of America dated March 26, 1976 which reads as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of Denmark and has the honor to refer to the recent discussions between representatives of the governments of the United States and Denmark concerning certain aspects of the utilization of Sondrestrom Air Base, Greenland, by commercial and civilian aircraft, in particular the desire of the Government of Denmark to ensure the continued operation to support commercial and civilian aviation utilizing Sondrestrom Air Base following December 31, 1975, the date as of which the United States Air Force intends to withdraw from the operation and maintenance of the Sondrestrom Area Control Center. In the course of the foregoing discussions agreement in principle was reached on the desirability of suitably modifying the appendix to the agreement of July 7, 1960 between the Government of the United States of America and the Government of Denmark concerning aeronautical facilities and services in Greenland in accordance with Article 5 thereof.

Accordingly, the Embassy of the United States of America has the honor to propose to the Ministry of Foreign Affairs that the appendix of the Agreement of July 7, 1960 be amended in toto by substituting the text of the attached appendix which amendment shall become effective on January 1, 1976.

If the foregoing proposal is acceptable to the Government of Denmark, the Embassy of the United States of America has the further honor to propose that this note, together with the note of the Ministry of Foreign Affairs in reply, constitute an agreement between the Government of the United States of America and the Government of Denmark, effective from the date of reply.

The Embassy of the United States of America wishes to take this opportunity to renew to the Ministry of Foreign Affairs the assurances of its highest consideration."

In reply, the Ministry of Foreign Affairs has the honour to state that the Government of Denmark accepts the proposal of the Government of the United States of America and agrees that the Note Verbale of the Embassy of the United States of America and the present

reply shall constitute an agreement between the two Governments concerning Establishment and Operation of certain aeronautical Facilities and Services in Greenland.

COPENHAGEN, *September 6, 1976.*

EMBASSY OF THE UNITED STATES OF AMERICA
COPENHAGEN

CANADA

Mapping, Charting and Geodesy

Agreement signed at Ottawa August 24, 1976;
Entered into force August 24, 1976.

MAPPING, CHARTING AND GEODESY AGREEMENT

BETWEEN

DEFENSE MAPPING AGENCY

UNITED STATES DEPARTMENT OF DEFENSE

AND

DIRECTOR OF CARTOGRAPHY

NATIONAL DEFENCE

CANADA

ARTICLE I

PURPOSE OF THE AGREEMENT

The purpose of this agreement is to establish an understanding between the Defense Mapping Agency, United States Department of Defense and the Director of Cartography, Department of National Defence, Canada, hereinafter referred to as the cooperating agencies, concerning cooperation in mapping, charting and geodesy activities in support of mutual defence.

ARTICLE II

OBJECTIVES

The objects of this agreement are:

a. To provide maps, charts, geodetic data, geophysical data and related products in accordance with requirements specified by the Mapping and Charting Plan in Support of the Canada-United States Basic Security Plan and other military requirements of agreed mutual concern.

b. To outline cooperative programs and technical arrangements by mutual agreement between agencies designated by the cooperating agencies for this purpose.

ARTICLE III

EXCHANGE OF INFORMATION

The cooperating agencies shall exchange on a quid pro quo basis insofar as practicable cartographic, geodetic, photographic, geographic, geophysical and aeronautical data, in accordance with arrangements set forth in Annexes A, B and C hereto which are made a part hereof. Requests for and exchange of materials will normally be made through the agencies identified as basically responsible for the types of materials being sought or exchanged. Arrangements will be made for recording and reviewing the exchange of materials between the separate agencies and adjustments made as appropriate to achieve the objectives of a quid pro quo balance within the overall agreement.

ARTICLE IV

MUTUAL OBLIGATIONS

1. It is understood that any action taken by either cooperating agency pursuant to this Agreement shall be subject to the availability to that agency of necessary resources as well as to any restrictions affecting release and availability of materials to be exchanged.

2. For official use, either cooperating agency may reproduce products from the materials provided by the other.

3. Unclassified material, and/or classified material imprinted with release authorization will be exchanged automatically as set forth in

Annexes A, B and C. Classified material, not specifically designated for release by imprinted exception on the material itself, is eligible for exchange consideration based on documented request. Classification shall be held to a minimum commensurate with the need for security and the general intention to avoid classifying maps or charts at scales 1:250,000 and smaller.

4. Requests for materials covered by "third Nation" restrictions must be accompanied by written authorization from the country imposing the restriction.

5. Materials or information received under this agreement will not be released to other governments and non-governmental parties. Such requesters will be referred to the responsible source agency.

6. The specific responsibilities of each cooperating agency in the cooperative program and the implementing details of this Agreement shall be as determined by the following agencies.

a. The Defense Mapping Agency (DMA) is the principal U.S. agent and initial point of contact on all cartographic matters relating to defence information and materials and shall have overall responsibility for the agreement, including policy and the assignment of functions among U.S. participants. The DMA Components listed below shall coordinate operational matters directly with their counterpart agencies in accordance with this basic agreement and Annexes A, B and C, through channels specified by the Director of Cartography, National Defence Headquarters.

(1) The Defense Mapping Agency Topographic Center (DMATC) shall be responsible for matters in connection with land mapping and related materials, and activities as stated in Annex A.

(2) The Defense Mapping Agency Aerospace Center (DMAAC) shall be responsible for matters in connection with aeronautical charting, flight information publications, and related data and activities, as stated in Annex B.

(3) The Defense Mapping Agency Hydrographic Center (DMAHC) shall be responsible for matters in connection with hydrographic charting and related data and the supply of National Ocean Survey produced aeronautical charts as stated in Annex C.

b. The Director of Cartography, National Defence Headquarters (DCARTO) has Canadian authority and responsibility under this agreement, and is contact agent for all matters related to subjects of the agreement. Routine exchanges of materials may be made between the agencies designated in Annexes A, B and C.

ARTICLE V

REVIEW AND ENTRY INTO FORCE OF THIS AGREEMENT

1. This Agreement shall be subject to review at any time upon written notice by either cooperating agency to the other that it desires to consult with a view to substantive amendment. Routine matters such as changes in quantities or items to be exchanged or addresses shall be resolved between the designated agencies.

2. This Agreement shall enter into force upon signature by the authorized representatives of both cooperating agencies 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.

3. In the event of conflict between this basic Agreement and Annexes A, B and C, the basic Agreement shall prevail.

ARTICLE VI

SUPERSESSION

The following agreement is superseded by this Agreement:

Mapping, Charting and Geodesy Agreement between the Director for Mapping, Charting and Geodesy, United States Defense Intelligence Agency, and Director of Mapping and Charting, Canadian Forces Headquarters, Department of National Defence, Canada, dated 18 June 1970.

IN WITNESS WHEREOF The Undersigned, duly authorized by their respective cooperating agencies, have signed this Agreement.

DONE at Ottawa in duplicate, this 24 day of August, 1976.

S. D. CRAMER, JR.
Vice Admiral, USN
Director
Defense Mapping Agency

J. F. PRESTON
Colonel
Director of Cartography
National Defence Headquarters

ANNEX A to
Mapping Charting and Geodesy
Agreement Between U.S. Department
of Defense and Canada/Department
of National Defence

EXCHANGE OF TOPOGRAPHIC MAPS

1. Purpose

The purpose of this Annex is to define arrangements for the exchange of maps and related materials of mutual interest between United States and Canadian mapping agencies. The United States agency is the Defense Mapping Agency Topographic Center (DMATC). The Canadian agency is the Director of Cartography, Canadian Forces Headquarters (DCARTO). In furtherance of this mutual objective, the designated agencies will conform to the provisions of the basic agreement and the procedures set forth in this Annex.

2. Materials from DMATC

The DMATC agrees to furnish DCARTO, automatically, the following material produced by DMATC in the quantities noted below:

a. Maps:

Five copies of each map of 1:250,000 scale and smaller published by DMATC.

b. Other Publications:

(1) Five copies of the DMATC Map Exchange Catalogue with revisions and supplements as issued.

(2) Two copies of the DMATC Publications Exchange List with revisions and supplements as issued.

(3) Two copies each of unclassified technical publications and technical instructions as issued.

(4) Five copies each of gazetteers and glossaries relating to maps supplied under subparagraph 2.a., above, as published.

3. Materials from DCARTO

DCARTO agrees to furnish DMATC, automatically, the following material produced by Canadian Government mapping agencies:

a. Maps:

Five copies of all topographic maps of Canada.

b. Reproduction Material:

One set of reproduction material for all maps described in paragraph 3.a., above, as produced.

c. Other Publications:

(1) Five copies of the CFP 264 DND Catalogue of Maps with revisions and supplements, as issued.

(2) Five copies each of gazetteers and glossaries, based on the maps described above, as issued.

(3) Five copies of technical publications, as issued.

(4) Two copies of technical instructions, as issued.

4. Additional Requirements

Either party will supply to the other, on request, copies of maps and related materials in addition to the categories and quantities specified in paragraphs 2. and 3., including Geodetic Data and Aerial Photography.

5. Channel for Transmittals

a. Materials furnished DMATC will be addressed to:

Defense Mapping Agency Topographic Center
ATTN: CODE 50235
Washington, D.C. 20315

b. Materials furnished DCARTO will be addressed to:

Director of Cartography
National Defence Headquarters
Ottawa, Ontario, Canada K1A 0K2
ATTN: CF Map and Chart Depot

Marked: Duty Free under Canadian Tariff Item 17200-1

28-843 O - 78 - 75

ANNEX B to
Mapping Charting and Geodesy
Agreement Between U.S. Department
of Defense and Canada/Department
of National Defence

EXCHANGE OF AERONAUTICAL CHARTS AND FLIGHT INFORMATION PUBLICATIONS

SECTION ONE

1. Purpose

The purpose of this Annex is to define arrangements for the quid pro quo exchange of aeronautical charts and flight information publications and/or the exchange of aeronautical, gravimetric and technical information of mutual interest between United States and Canadian production agencies. The United States Agency is the Defense Mapping Agency Aerospace Center (DMAAC) and the Canadian Agency is the Director of Cartography, National Defence Headquarters (DCARTO). In furtherance of this mutual objective, the designated agencies will conform to the provisions of the basic agreement and the procedures set forth in this Annex.

SECTION TWO

UNITED STATES RESPONSIBILITY

2. Aeronautical Charts

The Defense Mapping Agency Aerospace Center (DMAAC) will automatically furnish 11 copies of the following DoD Aeronautical Charts. Current editions will be provided initially. Thereafter, new editions will be provided as they are published, and in like quantities to the addresses in paragraph 22., SECTION FIVE:

a. Chart Series	Address A	Address B
(1) 1:250,000 scale-1501 Air Joint Operations Graphics (1501A) (NATO Area of interest and North America);	10	1

		Address A	Address B
(2)	1:500,000 scale-Tactical Pilotage Charts (TPC);	10	1
(3)	1:1,000,000 scale-Operational Navigation Chart (ONC);	10	1
(4)	1:2,000,000 scale-Jet Navigation Charts (JN/JNC);	10	1
(5)	1:2,000,000 scale-CONSOL-LORAN Navigation Charts/LORAN Navigation Charts (CJC/LJC);	10	1
(6)	1:2,000,000 scale-Continental Entry Charts (CEC) 1 & 2;	10	1
(7)	1:3,000,000 scale-Jet Navigation Charts (JNC-A);	10	1
(8)	1:3,000,000 scale-LORAN-C Navigation Charts (LCC);	10	1
(9)	1:5,000,000 scale-Global Navigation Chart/Global LORAN Charts (GNC/GLC);	10	1
(10)	Various scales Strategic Planning Charts (SSC).	10	1

b. National Ocean Survey produced aeronautical charts shall be supplied in accordance with Annex C.

3. Reproduction Materials

Upon request, DMAAC will furnish reproduction materials (film positives) for all DoD Aeronautical charts on a quid pro quo basis. The letter of request will state the address to which these reproduction materials are to be shipped. The materials required can be determined from new editions of charts furnished automatically as specified in paragraph 2., above. Requests for reproduction materials will be directed to:

Defense Mapping Agency Aerospace Center
ATTN: CDP
Second and Arsenal Streets
St. Louis Air Force Station, MO 63118
USA

4. Additional Stocks of Aeronautical Charts

DMAAC will, as mutually arranged, furnish additional aeronautical charts and related data for operational stocks, training, and similar requirements of the Canadian Forces, as U.S. stocks permit, or as mutually arranged, on a quid pro quo basis. Requests for additional stocks will be directed to:

Defense Mapping Agency Aerospace Center
ATTN: PDD
South Annex
St. Louis Air Force Station, MO 63125
USA

5. Flight Information Publications

DMAAC will automatically furnish copies of the following U.S. DoD Flight Information Publications. Current editions will be provided initially. Thereafter, new editions or applicable amendments will be provided in like quantities to the addresses in paragraph 22., SECTION FIVE:

a. FLIP Planning	Address B	Address C
(1) GP - General Planning;	1	5
(2) AP1A - Area - North and South America;		
AP1A - Area Planning - N and S America - Special Use Airspace;	1	5
(3) AP1B - Area Planning - United States Military Training Routes;	2	5
(4) AP2 - Area Planning - Europe - Africa - Middle East;	1	5
(5) AP2A - Area Planning - Europe - Africa - Middle East - Special Use Airspace;	1	5
(6) AP3 - Area Planning - Pacific Australasia - Antarctica;	1	5

	Address B	Address C
(7) AP3A - Area Planning - Pacific Australasia - Antarctica Special Use Airspace.	1	5

b. FLIP Enroute - Low/High Altitude Charts and Area - Terminal Area Charts

(1) Enroute - Low Altitude Charts and Area - Terminal Area Charts		
i. Alaska	3	8
ii. Caribbean and South America	3	8
iii. Europe and North Africa and Middle East	3	8
iv. United States	3	8
(2) Enroute - High Altitude Charts		
i. Alaska	3	8
ii. Europe and North Africa and Middle East	3	8
iii. United States	3	8
(3) Enroute - Low and High Altitude Charts and Area - Terminal Area Charts		
i. Africa	3	5
ii. Australia, New Zealand and Antarctica	3	5
iii. Pacific and South Asia	3	5
(4) Enroute - Supplement		
i. Africa	3	5
ii. Alaska	3	8
iii. Australia, New Zealand and Antarctica	3	5
iv. Caribbean and South America	3	8

	Address B	Address C
v. Europe, North Africa and Middle East	3	8
vi. Pacific and South Asia	3	5
vii. United States-IFR	3	8
viii. United States-VFR	3	8
(5) Enroute-Low and High Altitude Charts, Area-Terminal Area Charts/Supplements		
i. Caribbean and South America;	2	5
ii. Europe, North Africa and Middle East	2	5
iii. United States	2	5
c. Terminal - Low/High Altitude Instrument Approach Procedures		
(1) Low Altitude Instrument Approach Procedures		
i. Canada and North Atlantic	2	8
ii. Caribbean and South America	2	8
iii. Europe, North Africa and Middle East	2	8
iv. Pacific and South Asia	2	8
v. United States - Northeast	2	8
vi. United States - Northcentral	2	8
vii. United States - Southeast	2	8
viii. United States - Southcentral	2	8

	Address B	Address C
ix. United States - Northwest	2	8
x. United States - West	2	8
xi. United States - Southwest	2	8
xii. United States - Central	2	8
xiii. United States - East	2	8
(2) Terminal High Altitude Instrument Approach Procedures		
i. Canada and North Atlantic	2	8
ii. Caribbean and South America	2	8
iiv. Europe, North Africa and Middle East	2	8
iv. Pacific and Southeast Asia	2	8
v. United States - Northeast	2	8
vi. United States - Southeast	2	8
vii. United States - Northwest	2	8
viii. United States - Southwest	2	8
(3) Terminal Low and High Altitude Instrument Approach Procedures		
i. Africa	2	8
ii. Alaska	2	8
iii. Australia, New Zealand and Antarctica	2	8
d. FLIP Wall Planning Chart		
Wall Planning Chart - Low Altitude		
(1) Europe, North Africa and Middle East	2	8
(2) United States	2	8
3. Standard Instrument Departures (SIDs)	2	8

NOTE: All of the above publications are maintained on a current basis and any amendments or revisions will be automatically forwarded.

6. Source Materials

Aeronautical information source materials will be automatically furnished to DCARTO as follows:

	Address B	Address C
a. FIO Alaska (DMAAC) - Flight Information List	1	3
b. ADDN (DMAAC) - Periodic Messages	1	

c. Mailing and Shipping Instructions:

Flight Information Publications will be furnished to:

Addresses B and C, paragraph 22., SECTION FIVE.

7. Reproduction Materials for Flight Information Publications

Reproduction materials required for production of Flight Information Publications, where requirements may be satisfied by materials produced by either DCARTO or DMAAC, will be exchanged upon request.

8. DMAAC will furnish unexposed stable base film in quantity and dimensions suitable for preparation of reproduction materials of FLIP Enroute Canada and North Atlantic - high and low altitude charts to be furnished DMAAC. The film will be forwarded as follows:

US Air Attache
American Embassy, USDAO PO BOX 1514
Ottawa, Ontario, Canada
K1P 5R5

Marked: Department of Energy, Mines and Resources

9. Gravity Data

DMAAC will furnish gravity data and related technical information within permissible terms on request. Such material will be addressed to:

Chief, Gravity and Geodynamics Division
Department of Energy, Mines and Resources
1 Observatory Crescent
Ottawa, Ontario, Canada
K1A 0E4

10. Publications and Technical Information

Current editions will be provided initially. Thereafter, new editions or applicable amendments will be furnished automatically in the same quantities:

	Address A	Address C
a. DMAAC Technical Reports, Papers and Studies;	4	
b. DMAAC Production Specifications for the Nav/Plan Series Charts with Amendments;	5	
c. DMAAC Production Specifications for Flight Information Publications with Amendments;		2
d. DMAAC Bulletin;	5	60
e. DMAAC Bulletin Digest;	5	60
f. DMAAC Chart Updating Manual;	5	60
g. DoD Catalogue of Aeronautical Charts and Flight Information Publications with Amendments; and	5	60
h. Mailing and Shipping Instructions (Items a to g incl). Documents will be forwarded to addresses A and C, paragraph 22., SECTION FIVE.		

	Address B	Address C
ix. United States - Northwest	2	8
x. United States - West	2	8
xi. United States - Southwest	2	8
xii. United States - Central	2	8
xiii. United States - East	2	8
(2) Terminal High Altitude Instrument Approach Procedures		
i. Canada and North Atlantic	2	8
ii. Caribbean and South America	2	8
iiv. Europe, North Africa and Middle East	2	8
iv. Pacific and Southeast Asia	2	8
v. United States - Northeast	2	8
vi. United States - Southeast	2	8
vii. United States - Northwest	2	8
viii. United States - Southwest	2	8
(3) Terminal Low and High Altitude Instrument Approach Procedures		
i. Africa	2	8
ii. Alaska	2	8
iii. Australia, New Zealand and Antarctica	2	8
d. FLIP Wall Planning Chart		
Wall Planning Chart - Low Altitude		
(1) Europe, North Africa and Middle East	2	8
(2) United States	2	8
3. Standard Instrument Departures (SIDs)	2	8

SECTION THREE

CANADIAN RESPONSIBLIITY

11. Charts and Special Items. DCARTO will furnish the following charts and special items. Current editions will be provided initially. Thereafter, new editions will be furnished automatically as soon as produced.

a. Aeronautical Charts - 4 Copies Each

1:500,000 scale Canadian Pilotage Charts - Aeronautical Edition.

b. Aeronautical Charts - 10 Copies Each

(1) 1:250,000 scale - 1501 Air Joint Operations Graphics (1501A);

(2) 1:500,000 scale Low Level Pilotage Charts;

(3) 1:1,000,000 scale World Aeronautical Charts;

(4) 1:1,000,000 scale Aeronautical Route Charts.

c. Plotting Charts and Special Items - 2 Copies Each

(1) 1:5,000,000 scale North Atlantic Plotting Chart;

(2) 1:3,000,000 scale Canadian Navigation Plotting Chart;

(3) 1:3,000,000 scale Canadian Polar Plotting Chart;

(4) 1:3,000,000 scale Navigation Route Chart;

(5) 1:2,000,000 scale RCAF Maritime Plotting Chart;

(6) 1:3,000,000 scale Tacan Facility Charts;

(7) 1:1,000,000 scale Mercator Plotting Chart;

(8) 1:250,000 scale Blank Mercator Plotting Chart;

(9) 1:500,000 scale Blank Mercator Plotting Chart;

(10) 1:1,000,000 scale Blank Mercator Plotting Chart;

(11) 1:1,000,000 scale Navigation Plotting Chart (Blank);

(12) 1:500,000 scale Navigation Plotting Chart (Blank);

(13) 1:6,000,000 scale Canadian Northwestern Europe Plotting Chart.

d. Mailing and Shipping Instructions -

The Aeronautical Charts listed in paragraphs 11.a., 11.b. and 11.c. will be forwarded to:

Defense Mapping Agency Aerospace Center
ATTN: ADL
8900 South Broadway
St. Louis, MO., USA 63125

12. Reproduction Materials

Upon request, DCARTO will furnish reproduction materials (film positives) for all aeronautical charts produced for defence requirements (marked DND) on a quid pro quo basis. The letter of request will state the address to which these reproduction materials are to be shipped. The materials required can be determined from new editions of charts furnished automatically as specified in paragraph 11., above.

13. Additional Stock of Aeronautical Charts

DCARTO will, as mutually arranged, furnish additional aeronautical charts and related data for operational stocks, training, and similar requirements of the US Forces, as Canadian stocks permit, or as mutually arranged, on a quid pro quo basis.

14. Textual and Graphic Data

DCARTO will furnish the following textual and graphic information automatically:

a. Items	Copies
(1) Canadian Forces Catalogue - Maps, Aeronautical Charts and Flight Information (CFP 292);	4
(2) Catalogue of Published Maps (DEMR);	2
(3) Catalogue of Maps Available, DND (CFAO 36-17 with amendments);	3

(4)	List of Current Canadian Aeronautical Charts;	6
(5)	List of New and Converted Maps Published;	5
(6)	Selected Accessions - New Maps;	1
(7)	Accessions List of Books, Pamphlets and Periodicals;	1
(8)	Production programs and status reports, with appropriate graphics showing areas in which work is planned, in work, or accomplished by Canadian governmental agencies engaged in mapping or charting;	1 each
(9)	Reports on Regional Gravity Surveys;	1
(10)	Gravity Status Reports,	1
(11)	Catalogue of Maps (produced by Mapping and Charting Establishment, Department of National Defence).	1

b. Mailing and Shipping Instructions -

The items listed in para 14. will be forwarded to:

Defense Mapping Agency Aerospace Center
ATTN: ADL
2nd and Arsenal Streets
St. Louis, MO. 63118, USA

15. Gravimetric Material

DCARTO will furnish gravity data and related technical information within permissible terms on request. Such material will be addressed to:

Defense Mapping Agency Aerospace Center
ATTN: RDN
South Annex
St. Louis Air Force Station, MO. 63125
USA

16. Services to be Provided by DCARTO to DMAAC

On new or revised editions of Canadian produced WACs, DCARTO will send DMAAC/PPCC a marked up lithographic copy of the previous edition or a composite positive of the new edition which identifies the changes that

have been incorporated into the chart. Based on an evaluation of the changes, the current stock level and production capabilities, DMAAC will make the decision whether or not to produce a new edition. A complete set of reproduction materials will be requested from DCARTO if production is required.

17. Aeronautical Information

DCARTO will furnish the following aeronautical information automatically. Current editions will be provided initially. Thereafter, new editions or applicable amendments will be provided automatically in like quantities.

	Address A	Address B
a. Canadian Forces Publication Depot		
(1) DND Flight Information Publication - Terminal		
(a) Canada and North Atlantic (low)	3	
(b) Canada and North Atlantic (high)	3	
(2) DND Flight Information Publications - Enroute		
(a) Canada and North Atlantic	2	
(b) Canada and North Atlantic Supplement	2	
(3) GPH, Manual of Criteria for the Development of Standard Instrument Approach Procedures	13	
(4) Search and Rescue Orders and Procedures (CFP 209)	1	
b. Department of Energy, Mines and Resources		
(1) Canada Air Pilot		
(a) East (Winnipeg to Atlantic Coast)	7	
(b) West (Winnipeg to Pacific Coast)	7	
(c) Water Aerodrome Supplement	5	

	Address A	Address B
(d) Designated Airspace Handbook	9	
(e) Canadian Aerodrome Directory	9	1
(2) Flight Information List	3	1
c. Department of Transport		
(1) Class II NOTAM	1	1
(2) Information Circulars	1	1
(3) Air Traffic Control Circular Letters	1	
(4) Canadian Location Identifiers	1	
(5) List of Broadcasting Stations in Canada	1	
(6) Air Navigation Radio Aids	2	1
(7) Radio Aids to Marine Navigation-Atlantic and Great Lakes	1	1
(8) Radio Aids to Marine Navigation - Pacific	1	1
(9) List of Lights and Fog Signals - Atlantic Coast	1	
(10) List of Lights and Fog Signals -Inland Waters	1	
(11) List of Lights and Fog Signals - Newfoundland	1	
(12) List of Lights and Fog Signals - Pacific Coast	1	1
(13) Air Regulations and Aeronautics Act	1	1
(14) Air Navigation Orders	1	1
(15) Notice to Mariners	1	
(16) Manual of Operations, Air Traffic Control, Parts 1 to 7	1	1

d. Mailing or Shipping addresses for materials in paragraph 17 shipped to the United States are as follows:

(1) Address A:

Defense Mapping Agency Aerospace Center
ATTN: ADL
South Annex
8900 South Broadway
St. Louis Air Force Station, MO. 63125, USA.

(2) Address B:

DMAAC Flight Information Office Alaska
APO Seattle 98742 USA

18. Reproduction Materials

a. DCARTO will automatically furnish DMAAC the reproduction materials required for production of FLIP Enroute Canada and North Atlantic, high and low altitude charts. The supplement is not included. At the same time the above materials are forwarded, available DCARTO FLIP Enroute Production Schedules will be furnished. This material will be forwarded to DMAAC by the most expeditious means possible.

b. Mailing and Shipping Address -

The above material will be forwarded as follows:

Defense Mapping Agency Aerospace Center
ATTN: PD
St. Louis Air Force Station, MO. 63118, USA

SECTION FOUR

19. Transmittal Procedures

a. Each shipment of materials provided by either party will contain two copies of a transmittal paper (shipping ticket) listing all items included in the shipment. A third copy of the transmittal

paper will be forwarded to the consignee by mail as an advance notice of shipment; and

b. All transmittals which accompany shipments made in accordance with this arrangement will bear the notation "Exchange Materials".

20. Costs

a. Materials will be exchanged on a quid pro quo basis; and

b. The cost of mailing or shipping materials will be borne by the transmitting agency.

SECTION FIVE

21. Communications

Correspondence relating to the provisions of this arrangement will be between the following offices:

a. Defense Mapping Agency Aerospace Center
ATTN: PPCF
St. Louis Air Force Station, MO. 63118, USA

b. Director of Cartography
National Defence Headquarters
Ottawa, Ontario, Canada K1A 0K2

22. Mailing or shipping addresses for materials shipped to Canada are as follows:

a. Address A:

Director of Cartography
National Defence Headquarters
Ottawa, Ontario, Canada K1A 0K2
ATTN: CF Map and Chart Depot

Marked: Duty Free Under Canadian Tariff Item 17200-1

28-843 O - 78 - 76

b. Address B:

Director of Cartography
National Defence Headquarters
Ottawa, Ontario, Canada K1A 0K2
ATTN: DCARTO-4

Marked: Duty Free Under Canadian Tariff Item 17200-1

c. Address C:

Commanding Officer
Canadian Forces Publications Depot
CFB Rockcliffe
Ottawa, Ontario, Canada K1A 0K7

Marked: Duty Free Under Canadian Tariff Item 17200-1

ANNEX C to
Mapping Charting and Geodesy
Agreement between U.S. Department
of Defense and Canada/Department
of National Defence.

EXCHANGE OF HYDROGRAPHIC CHARTS

1. Purpose

The purpose of this annex is to define arrangements for the quid pro quo exchange of hydrographic charts and related materials, and National Ocean Survey produced aeronautical charts, of mutual interest between the United States and Canadian Mapping and Charting agencies. The United States Agency is the Defense Mapping Agency Hydrographic Center (DMAHC), Washington, D.C. The Canadian Agency for military requirements is the Directorate of Cartography, National Defence Headquarters, Ottawa, Ontario (DCARTO), and for other nautical material and the bulk supply of Canadian nautical charts, the Canadian Hydrographic Service (CHS), Ottawa. Exchanges of materials and charts with CHS are conducted under the Memorandum of Arrangement between the United States Defense Mapping Agency and the Canadian Hydrographic Service.

2. Materials from DMAHC

a. Classified Materials

(1) DMAHC agrees to furnish DCARTO automatically with:

(a) classified bottom contour and wreck charts and publications, produced by DMAHC within the geographic limits of latitudes 40°N to 90°N and longitudes 30°W to 170°W.

(b) NATO classified operational charts in the 200-1G and 200-2G series.

(c) HO Pubs 761, 770, 773, TR72, SP130 and Misc. No. 15678.

(2) DMAHC agrees to furnish DCARTO on demand with:

(a) classified bottom contour and wreck charts and publications produced by DMAHC outside the geographic limits specified in (1)(a) above to meet Canadian Maritime operational requirements.

(b) HO Pubs 771, 772, 774, 781, 911, 930, SP106, SP107, TR119.

(3) A complete list of the quantities required of the above charts and publications will be provided semi-annually in June and December by DCARTO. Such lists and any interim amendments found necessary will become part of this agreement. See Addendum List #1 to this Annex. [1]

b. Unclassified Materials

DMAHC agrees to furnish DCARTO charts, publications, etc., in quantities as specified in a list submitted semi-annually by DCARTO to DMAHC in June and December and amended as necessary during each year. Such lists and interim amendments will become part of this agreement and will be furnished to each holder of a copy of the basic agreement. See Addendum List #2 to this Annex.

3. Materials from DCARTO

DCARTO agrees to furnish DMAHC automatically the following classified materials produced by Canadian Hydrographic Agencies:

a. Charts - 4 copies of non-sub-contact charts of east coast and contingent waters of Canada.

b. Other Publications - 4 copies of non-sub-contact list N W Atlantic and Confidential DND Navigational Notices.

[1] Not printed. The addendum lists are deposited in the archives of the Department of State where they are available for reference.

4. Additional Requirements

Either party will supply to the other, on request, copies of material specified in paragraphs 2 and 3 in quantities consistent with operational requirements.

5. US National Ocean Survey (NOS) Products

a. Canadian requirements and requests for US National Ocean Survey nautical and aeronautical charts and nautical publications will be submitted to:

Defense Mapping Agency Hydrographic Center
ATTN: Code DS
Washington, D.C. 20390

b. A complete list of the quantities required of the above NOS products will be provided semi-annually in June and December by DCARTO. Such lists and any interim amendments found necessary will become part of this agreement. See Addendum List #3 and #4 to this Annex.

c. Aeronautical charts will be shipped to Address A or B, paragraph 22, Annex B, as specified by the requester.

6. Channel for Transmittals

a. Materials furnished to DMAHC will be addressed to:

Defense Mapping Agency Hydrographic Center
ATTN: Code DS
Washington, D.C. 20390
U.S.A.

b. Materials furnished to DCARTO will be addressed to:

(1) Director of Cartography
National Defence Headquarters
Ottawa, Ontario, CANADA
K1A 0K2
ATTN: DCARTO/MARITIME

(2) Hydrographic Services Office (Halifax)
c/o Forces Mail Office
HALIFAX, N.S. CANADA
B3K 2X0

(3) Hydrographic Services Office (Esquimalt)
CFB Esquimalt (Dockyard)
FMO, Victoria, British Columbia, CANADA
V0S 1B0

7. The exchange and intersupply of unclassified publications, reproduction material and field survey data between DMA and CHS shall be in accordance with the terms of the Memorandum of Arrangement between these two Agencies, a copy of which is attached for information purposes. Materials provided under this arrangement for use by Department of National Defence will be addressed to:

a. Hydrographic Services Office (Halifax)
c/o Forces Mail Office
HMC Dockyard
HALIFAX, N.S. CANADA
B3K 2X0

b. Hydrographic Services Office (Esquimalt)
CFB Esquimalt (Dockyard)
c/o Forces Mail Office
FMO, Victoria, British Columbia, CANADA
V0S 1B0

8. Operation/Transmittal Procedures

a. Shipping costs

The costs of mailing or shipping materials will be borne by the transmitting agency.

b. Transmittal procedures

Each shipment will include appropriate supporting documents as follows:

(1) To United States of America - Two copies of a transmittal paper listing all items shipped are to be enclosed in the shipment. A third copy of the transmittal paper will be forwarded separately to the consignee as advance notice of shipment. A fourth copy will be sent to the Director, Defense Mapping Agency Hydrographic Center, Washington, D.C., 20390, U.S.A. for shipments consigned to DMA Depots, Philadelphia or Clearfield. All transmittals, including supporting documents, will bear the notation; "Exchange Agreement Material - Canadian Government Charts/Publications, Duty Free."

(2) To Canada - One copy of a transmittal paper listing all items shipped, is to be enclosed in the shipment. A copy of the transmittal paper will be forwarded separately to both the Directorate of Cartography, National Defence Headquarters, Ottawa, Canada, and to the Canadian Hydrographic Service, Marine Surveys Directorate, Ottawa, Canada as advance notice of shipment. All transmittals, including supporting documents, will bear the notation: "Exchange Agreement material - United States Government Charts/Publications, Duty Free".

EGYPT

Technology Transfer and Manpower Development

Agreement signed at Cairo April 22, 1976;
Entered into force April 22, 1976.

AGREEMENT NO. 263-76-01

GRANT AGREEMENT

BETWEEN THE

UNITED STATES OF AMERICA

AND THE

ARAB REPUBLIC OF EGYPT

TECHNOLOGY TRANSFER AND MANPOWER DEVELOPMENT (II)

DATE: APRIL 22, 1976

TIAS 8595

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Grant Agreement, dated April 22, 1976 between the Government of the Arab Republic of Egypt ("Government") and the Government of the United States of America, acting through the Agency for International Development ("A.I.D ").

ARTICLE I

The Grant

SECTION 1.01. Grant. Upon the terms and conditions stated herein, A.I.D agrees to grant to the Government the sum of Two Million United States Dollars ($2,000,000) (the "Grant") to finance the foreign exchange costs required to promote the economic development and reconstruction of the Arab Republic of Egypt in accordance with the Program as described in Article II.

ARTICLE II

Program

SECTION 2.01. Program. The funds provided by this Agreement may be utilized by the Government in its economic development programs to:

(a) finance the services of qualified technical experts,

private firms, institutions and other organizations, consultants, and advisors (hereinafter termed "consultants") to provide advisory services required in connection with the introduction of new technological processes or improved management practices, or the solution of specific technical or managerial problems;

(b) finance participant training in the United States as required to upgrade the capability and capacity in selected skills areas most needed to advance the general economic growth of Egypt;

(c) finance equipment or commodities needed to enhance and/or complement activities financed under the Grant, or activities within the general framework of the Egyptian - United States Joint Commission other than administrative or operating expenses of the Joint Commission itself.

ARTICLE III

Conditions Precedent

SECTION 3.01. Conditions Precedent to Disbursement. Except as A.I.D. may otherwise agree in writing, prior to the initial disbursement hereunder the Government shall furnish in form and substance satisfactory to A.I.D.:

(a) An opinion of the Ministry of Justice of the Arab Republic of Egypt or counsel acceptable to A.I.D. that this Agreement has been duly authorized or ratified by and executed

on behalf of the Government and constitutes a valid and legally binding obligation of Government in accordance with all of its terms,

(b) Evidence of the authority of the person or persons who will act as the representative or representatives of the Government specified in Section 8.02 and a specimen signature of each such person certified as to its authenticity by either the person who renders the legal opinion or the person who executes the Agreement,

(c) Such other information or documents as A.I.D may reasonably request.

SECTION 3.02. Additional Conditions Precedent. Prior to disbursement of any amount for a particular contract financed hereunder, the Government shall, except as A.I.D may otherwise agree in writing, furnish to A.I.D in form and substance satisfactory to A.I.D , a description of the proposed scope of work for the contract, the estimated cost, the proposed contribution of the Government, and a designation of the implementing agency of the Government.

SECTION 3.03. Terminal Dates for Meeting Conditions Precedent to Disbursement. If all the conditions specified in Section 3.01 shall not have been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D.

may agree in writing, A.I.D. at its option, may terminate this Agreement by giving written notice to the Government. Upon giving of such notice, this Agreement and all obligations of the parties hereunder shall terminate.

SECTION 3.04. Notification of Meeting of Conditions Precedent to Disbursement. A.I.D. shall notify the Government upon determination by A.I.D. that the conditions precedent to disbursement specified in Section 3.01 have been met.

ARTICLE IV

General Covenants and Warranties

SECTION 4.01 A.I.D. Approvals. A.I.D. reserves the right to approve all consultants selected to perform services, all participants selected for training in the United States, and all contracts for goods and services and amendments thereto financed under this Grant, prior to the execution of such contracts or amendments. A.I.D.'s approval of the foregoing shall not be unreasonably withheld.

SECTION 4.02. Limitation on Goods. Except as A.I.D. may otherwise agree in writing, the procurement of goods will be limited to those required for demonstration and training directly related to the services obtained under this Grant or related to activities within the general framework of the Egyptian - United States Joint Commission and funds allocated and disbursed under the Grant for such goods will be limited to twenty percent of the funds available under the Grant.

SECTION 4.03. Execution of the Program. The Government shall ensure that the consultants provided for under this Agreement shall be provided all necessary secretarial services, office space and equipment, and such other logistic support as may be required to ensure the effective utilization of such consultants The Government shall ensure that participants trained under this Agreement will be utilized in a manner most beneficial to the economic development of Egypt. The Government shall provide promptly as needed all funds in addition to those made available under the Grant needed for the effective carrying out of the agreed-upon activities.

SECTION 4.04 Continuing Consultation. The Government and A.I.D shall cooperate fully to assure that the purpose of the Grant will be accomplished. To this end, the Government and A.I.D shall from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Program, the performance by the Government of its obligations under this agreement, the performance of the consultants, the performance of the participants, and other matters relating to the Program.

SECTION 4.05. Taxation. This Agreement shall be free from any taxation or fees imposed under the laws in effect within the country of the Government. As, and to the extent

that any consultant financed hereunder, and any commodities or equipment relating to contracts with consultants or to other assets of this Project are not exempt from identifiable taxes, tariffs, or duties and other levies imposed under laws in effect in the country of the Government, the Government, except as the Government and A.I.D. may otherwise agree, shall pay or reimburse the same under Section 7.03 of this Agreement with funds other than those provided under the Grant.

SECTION 4.06. Utilization and Services. Goods and services financed under the Grant shall be used exclusively for the Program except as A.I.D. may otherwise agree in writing.

SECTION 4.07 Maintenance and Audit of Records. The Government shall maintain, or cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating to this Agreement. Such books and records shall without limitation, be adequate to show:

(a) the receipt and use of goods and services financed with funds disbursed pursuant to this Agreement;

(b) the basis of the award of contracts and orders; and

(c) the progress of the respective services financed hereunder.

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Such books and records shall be regularly audited, in accordance with sound auditing standards, for such period and at such intervals as A.I.D. may require, and shall be maintained for five years after the date of the last disbursement by A.I.D

SECTION 4 08. Reports. The Government shall furnish to A.I.D. such information and reports relating to the Grant and to the goods and services financed hereunder as A.I.D. may reasonably request.

SECTION 4.09 Inspection and Audits.

(a) A.I.D or its authorized representative shall have the right at any time to observe operations carried out under this Agreement. A.I.D. shall, during the disbursement period of the Grant and within five years after completion of such disbursement period, further have the right to inspect and audit any reports and accounts with respect to funds provided by A.I.D , or with respect to any contract financed by A.I.D under this Grant, wherever such records may be located and maintained.

(b) The Government shall insert, or cause to be inserted in all contracts financed hereunder a clause extending to A.I.D. the right to make inspections and audits in accordance with this section.

SECTION 4.10. Relation to Projects of Other Countries. Except as A.I.D. may otherwise agree, no goods or services financed under the Grant shall be used to promote or assist a foreign aid project or activity associated with or financed by any country not included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time of such use.

ARTICLE V

Procurement

SECTION 5.01. Source and Origin. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Article VI shall be used exclusively to finance the procurement of goods and services having both their source and origin in the United States.

SECTION 5.02. Eligibility Date. Except as A.I.D. may otherwise agree in writing, only goods and services which are contracted for and received after the date of this Agreement will be financed under the Grant.

SECTION 5.03. Procedures. A.I.D. will issue Implementation Letters which will prescribe the procedures applicable in connection with this Grant.

SECTION 5.04 Shipping. Goods financed under the Grant shall be transported to the country of the Government on flag carriers of any country included in Code 935 of

the A.I.D. Geographic Code Book as in effect at the time of shipment.

ARTICLE VI

Disbursements

SECTION 6.01. Disbursements - Letters of Commitment to United States Banks. Upon satisfaction of conditions precedent, the Government may, from time to time, request A.I.D to issue Letters of Commitment for specific amounts to one or more United States banks, satisfactory to A.I.D , committing A.I.D. to reimburse such bank or banks for payments made by them to consultants through the use of Letters of Credit or otherwise, and for costs of services and goods procured in accordance with the terms and conditions of this Agreement. Payment by a bank to a consultant will be made by the bank upon presentation of such supporting documentation as A.I.D. may prescribe in Letters of Commitment and Implementation Letters. Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Government and may be financed under the Grant.

SECTION 6.02. Disbursements - Project Implementation Orders. Upon satisfaction of conditions precedent, the Government may, from time to time request A.I.D. to issue

Project Implementation Orders ("PIO's") for activities hereunder in accordance with A.I.D. procedures. A.I.D. will, as provided in such PIO's, make funds available from this Grant to pay the costs of furnishing technical services in connection with the Program and to pay such additional costs as may be specified. Procurement of commodities to be financed in whole or in part under this Grant may be undertaken pursuant to PIO's issued by A.I.D., as A.I.D. and the Government may agree in writing.

SECTION 6.03. Other Forms of Disbursement. Disbursement of the Grant may also be made through such other means as the Government and A.I.D. may agree in writing.

SECTION 6.04 Terminal Date for Requests for Letters of Commitment or PIO's. Except as A.I.D. and the Government may otherwise agree in writing, no Letter of Commitment pursuant to Section 6.01, no PIO's pursuant to Section 6.02 or other commitment documents which may be called for by another form of disbursement under Section 6.03, or amendment thereto, shall be issued in response to requests received by A.I.D. after December 31, 1977.

SECTION 6.05. Terminal Date for Disbursement. Except as A.I.D. and the Government may otherwise agree in writing, no disbursements shall be made against documentation received

by A.I.D. or any bank described in Section 6.01 after June 30, 1978 A.I.D at its option, may at any time or times after June 30, 1978 reduce the Grant by all or any part thereof for which documentation was not received by such date

ARTICLE VII

Termination and Remedies of A.I.D

SECTION 7.01. Termination. Either party may terminate its respective obligations under this Grant by giving notice in writing to the other party not less than sixty (60) days prior to the date specified for termination, provided, that in the event A.I.D. exercises its right hereunder, such termination shall not be effective as to payments which it is committed to make pursuant to non-cancellable commitments with respect to third-party contracts including transportation costs for consultants or trainees to return to their own countries.

SECTION 7.02. Termination of Disbursement. In the event that at any time.

(a) Government shall fail to comply with any provision contained herein, or

(b) an event has occurred which A.I.D determines to be an extraordinary situation which makes it improbable that the purposes of the Grant will be attained or that the Government will be able to perform its obligations hereunder; or

(c) any disbursements would be inconsistent with the legislation governing A.I.D., or

(d) a default shall have occurred under any other agreement between the Government or any of its agencies and the United States or any of its agencies,

then A.I.D. may decline (i) to make any further disbursements hereunder; or (ii) decline to make disbursements other than for outstanding commitments.

SECTION 7.03. Refunds. If A.I.D. determines that any disbursement is not supported by valid documentation in accordance with this Agreement, or is in violation of the law governing A.I.D., or that the services financed under this Agreement are not financed or used in accordance with the terms of the Agreement, the Government shall pay to A.I.D. in U.S. dollars within thirty (30) days after receipt therefor, an amount not to exceed the amount of such disbursement. Refunds paid by the Government to A.I.D. resulting from violations of the terms of this Agreement shall be considered as a reduction in the amount of A.I.D.'s obligation under the Agreement, and shall not, unless A.I.D. agrees otherwise in writing, be available for reuse under the Agreement. A.I.D.'s right to require such a refund shall continue for five (5) years following the date of such disbursement, notwithstanding the fact that A.I.D. may have invoked its right to terminate

the Agreement.

SECTION 7 04 Non-Waivers of Remedies. No delay in exercising or omission to exercise, any right, power, or remedy accruing to A.I.D. under this Agreement shall be construed as a waiver of such right, power, or remedy or any other right, power, or remedy hereunder

SECTION 7.05. Expenses of Collection. All reasonable costs incurred by A.I.D. (other than salaries of its staff) in connection with the collection of refunds due under this Agreement may be charged to Government and reimbursed as A.I.D may specify

ARTICLE VIII

Miscellaneous

SECTION 8.01. Communications. Any notice, requests, documents or other communication given, made or sent by the Government to A.I.D. pursuant to this Agreement shall be in writing or by telegram, cable or radiogram and shall be deemed to have been duly given, made or sent to the party to which it is addressed when it shall be delivered to such party by hand or by mail, telegram, cable or radiogram at the following addresses

TO GOVERNMENT·

Mail Address:	Ministry of Economy and Economic Cooperation 8, Adly Street Cairo, Egypt
Cable Address.	Ministry of Economy and Economic Cooperation Cairo, Egypt

TO A.I.D

Mail Address.	A.I.D. c/o American Embassy Cairo,.Egypt
Cable Address:	A.I.D. U.S. Embassy Cairo, Egypt

Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 8.02. Representatives. For all purposes relative to this Agreement, the Government will be represented by the individual holding or acting in the office of Minister of Economy and Economic Cooperation and A.I.D. will be represented by the individual holding or acting in the office of the A.I.D. Representative, Cairo, Egypt. Such individuals shall have the authority to designate by written notice additional representatives. In the event of any replacement or other designation of a representative hereunder,

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the Government shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Government designated pursuant to this Section, it may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 8.03. Implementation. A.I.D shall from time to time issue instructions that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

SECTION 8.04 Entry into Force This Agreement and Grant shall enter into force when signed by both parties hereto.

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

ARAB REPUBLIC OF EGYPT	UNITED STATES OF AMERICA
By: M. Z. Shafei	By: Hermann Fr. Eilts
Name: M. Z. Shafei	Name: Hermann Fr. Eilts
Title: Minister of Economy	Title: American Ambassador

THE STATE OF SAO PAULO, BRAZIL

Scientific and Technical Assistance

Memorandum of understanding signed at Gaithersburg and Sao Paulo September 6, 1974;
Entered into force September 6, 1974.
And amending agreement
Signed at Gaithersburg and Sao Paulo June 13 and September 4, 1975;
Entered into force September 4, 1975.
And amending and extending agreement
Signed at Gaithersburg and Sao Paulo September 2 and 5, 1976;
Entered into force September 5, 1976.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
STATE OF SAO PAULO REPRESENTED BY THE
SAO PAULO STATE COUNCIL OF TECHNOLOGY (CET)
AND THE
NATIONAL BUREAU OF STANDARDS (NBS)

The Government of the State of Sao Paulo (Brazil) has developed a plan for the acceleration of industrial growth in this region, called the Sao Paulo Project in Science and Technology.

The broad purposes of the Sao Paulo Project in Science and Technology are:

1. To promote the application of basic and applied scientific research and technology to the problems of Brazilian industry and agriculture.

2. To develop the capabilities - in industry, government, universities and research institutes for providing an increased proportion of this research and technology from Brazilian sources and

3. To focus efforts for increasing capabilities in science and technology most closely on those industrial and agricultural sectors that hold promise for rapidly improving Brazil's economic growth, largely through improving the capacities of firms to compete successfully in world markets.

The Government of the State of Sao Paulo is providing firms with financial incentives to invest in research and development projects of their own and to contract for research in Sao Paulo institutions, principally research institutes and universities. By these contracts, the research institutes and universities may be expected to increase their capabilities to serve the firms and thereby contribute more effectively to the economic growth of the State and the Nation.

This strategy is being implemented through a policy and decision-making structure, the Conselho Estadual de Tecnologia (CET), which is applying the financial incentives and mobilizing supporting resources of technical assistance and material procurement. U.S. technical assistance and training services are being provided in support of the program by the AID Loan No. 512-L-088.

This Memorandum of Understanding provides the basis under which the National Bureau of Standards (NBS) agrees to furnish scientific and technical advice and assistance on a reimbursable basis to CET in support of a collaborative program to enhance the scientific and technological capabilities of Brazil.

The objectives of the program will be to create and improve capabilities at the Instituto de Pesquisas Tecnologicas (IPT), which provides consultation services to the manufacturing industry and which will make a direct contribution to measurement systems and product quality with possible benefit throughout Brazil.

The program will include:

1. Training at NBS or at other governmental and private institutions

2. Supply to IPT of research materials, physical standards, or instruments for precise measurement or quality control

3. Participation of IPT in NBS programs

4. Technical assistance, including consultation assignments of NBS staff to IPT

5. NBS services normally given on a reimbursable basis.

The program will be developed in project areas (see A - G below) through the identification of a series of specific tasks in these areas and allow for addition or deletion of specific tasks. Each task will give as an end product a new or enhanced capability of IPT to perform a certain service to the Brazilian industrial community and/or government.

Each task plan will include: purpose of the task, names of the monitors at NBS and at IPT, assumptions for achieving purpose, inputs by NBS and by IPT and dates thereof, expected milestones towards completion, reports and dates thereof, output indicators, budget, and expenditures schedule. Each task must be approved in advance by the Coordinators for both NBS and CET. At the conclusion of a task, the monitors will prepare a final report which must be approved by the Coordinators for both NBS and CET.

Payment is to be made only for completed work on NBS requests for reimbursement by voucher against AID Loan 512-L-080 after approval by CET that the work covered by the voucher has been

performed. The Council shall pay actual costs in cruzeiros of transportation of travelers in Brazil in connection with duties directly referable to the contract including travel allowances at rates prescribed by the U.S. Federal Government Travel Regulations as from time to time amended. The Council will provide a per diem allowance (in lieu of quarters allowance) to short-term staff members at rates prescribed by the U.S. Federal Government Travel Regulations as from time to time amended, during the time such short-term staff members spend at posts of duty in Brazil under this agreement. In authorizing such per diem rates, the Council shall consider the particular circumstances involved with respect to each such short-term staff member including the extent to which meals and/or lodging may be made available without charge or at nominal cost by a Brazilian agency and similar factors. Where travel or subsistence expenses in countries other than Brazil are involved for NBS or IPT staff or consultants, U.S. Federal Travel Regulations shall be applied.

Reimbursement shall be for all program costs, including such travel or subsistence expenses, salary, costs of planning, other administrative costs and overhead expenses as routinely recorded in the NBS accounting system up to the limit of the attached budget. In case this limit has to be exceeded an amended budget may be submitted by NBS for approval by CET. The Council will establish an irrevocable letter of credit in U.S. dollars at the New York Office of the Banco do Brasil, acceptable to and in the name of the NBS, which will be in the same amount as the face value of this contract, and which will be amended if the face value of the contract is changed. NBS may, upon approval by CET, transfer amounts between the several columns and rows of the budget, provided that the total budget figure is not exceeded.

The agreed task shall fit into one of the NBS/IPT project areas (as further defined in the following paragraphs A - G) within which the needs of industry will be especially considered:

(A) Chemical Analysis

1. Identification and evaluation of possible areas of application of x-ray fluorescence, electron problem microanalysis, and related instrumental analysis techniques to industry, environmental problems, and applied scientific research.

2. Training and technical assistance to foster the correct use of Standard Reference Materials in Brazil and to develop the capability at IPT for producing, certifying and distributing reliable working standards.

3. Transmittal of selected published documents and literature references of potential interest to IPT in above mentioned areas.

4. Discussion and evaluation of plans for applied research, training, and services in the above mentioned areas.

(B) Collaborative Reference Programs (CRP)(other than those covered under c. below)

1. Participation of IPT in NBS's CRP's: such as rubber, paper, and color and appearance.

2. Training of IPT staff members in the data analysis performed in CRPs (also to be used on the CCRL reference program, par. C below).

3. Training of IPT staff members in the planning and implementation aspects of these CRPs.

4. Training of IPT staff members (possibly the same individuals mentioned in 3) in specific testing techniques, possibly at selected laboratories participating in the CRP and at laboratories specialized in other products such as lumber, textiles, metals, plastics and ceramics.

5. Technical assistance for the initiation of CRPs in Brazil in product areas such as rubber, paper, and color and appearance.

(C) Cement and Concrete Reference Laboratory (CCRL)

1. Participation of IPT on CRPs for cement, bituminous materials, soil, aggregates, and concrete.

2. Training of IPT staff members in the planning and implementation aspects of these programs.

3. Training of IPT staff members as laboratory inspectors.

4. Technical assistance for the initiation of CRPs and inspection programs in Brazil for the product areas listed in paragraph 1 above.

(D) Measurements Services

1. Assisting IPT in acquiring and/or maintaining "stand alone" capability in dimensional, mechanical, optical, electrical, heat and allied areas of measurement.

2. Supporting the transfer of measurement capability to practical measurement.

3. Training of IPT staff members in selected areas of measurement where the needs of industry are not being met.

(E) Building Research

1. Training of IPT staff members in performance testing and development of test methods, with emphasis on aspects of durability and safety, in the NBS Center for Building Technology and the Fire Technology Program.

2. Assisting in the transfer of the present state of the art in the U.S. and specifically at NBS in building technology, specifically related to structural engineering and building standards and codes, and housing technology.

(F) Information Activities

1. Provision of selected U.S. literature on standardization and measurement science and technology.

2. Training in utilizing available services at NBS in information systems for science and technology and the NBS reference collection of standards.

3. The use and dissemination of critically evaluated technical data.

4. Training of IPT staff members in planning and development of techniques, procedures and mechanisms for resolution of obstacles and for the establishment of incentives for computer applications for information systems.

(G) Laboratory Accreditation

1. Technical training assistance needed to implement programs of laboratory examination and evaluation.

2. Consultative assistance concerning a system of examination, evaluation and monitoring of testing laboratories, to be applied in furtherance of other elements of this agreement.

When training necessary for the accomplishment of any agreed task is not available at NBS, this training may be accomplished by contracting with other public or private institutions or organizations defined in the task plan approved by NBS and CET. The program may involve additional training in areas mutually agreed by NBS and CET. All contracts with non-governmental institutions or organizations shall contain provisions required by law or U.S. Government policy and shall be approved by CET.

Both the CET and NBS will appoint program coordinators with responsibility for effectively carrying out all phases of this program. The greatest possible flexibility in the administration shall be accorded to the coordinators coupled with full responsibility and accountability. Administrative status reports will be prepared by the coordinators on a quarterly basis. These reports and the incorporation of new tasks must be approved by NBS and CET. Twice a year, a substantive evaluation report with full fiscal data will be presented by the coordinators for the review and evaluation of the collaborative program by NBS and CET. Review and evaluation procedures will include a joint meeting among officials of both CET and NBS to consider reports presented by the coordinators. Preliminary internal review procedures will be established by each organization in accordance with its own needs.

This Understanding shall be in effect for two years from that date of signing. It may be terminated by either side, immediately after written notification, but without affecting previously agreed and current tasks. Tasks in specific project areas may be added or withdrawn by mutual consent. The Understanding may be amended or extended for periods of two years by a simple exchange of letters and establishing mutual consent. Mutual consent for

additional tasks or an extension of the period of the Understanding will require agreement for any additional funding that may be necessary.

Approved and Accepted for
Sao Paulo State Council of Technology

By: [1]

Title: Secretary of Economy and Planning

Date: September 6, 1974

Approved and Accepted for the
National Bureau of Standards

By: [2]

Title: Director

Date: September 6, 1974

Witness:

Charles B. Pierce
NOTARY PUBLIC
MONTGOMERY CO., MD.

My commission expires July 1, 1977

[1] H. Zaccarelli
[2] Richard W. Roberts

ESTIMATED BUDGET - TWO YEARS

	NBS staff Salaries US$*	Contracting By NBS US$	NBS Staff and Consultants US$	Other Direct Costs US$	Equipment And Supplies US$	Brazilian staff travel and per diem for training	TOTAL US$
(a) Chemical Analysis	92,400	9,200	4,250	2,700	15,000	33,400	156,950
(b) Collaborative Reference Programs	30,200	3,000	2,550	2,700	4,000	12,150	54,600
(c) Cement and Concrete Ref Lab.	85,450	8,500	3,400	5,950	2,000	10,700	116,000
(d) Measurement Services	93,950	9,400	1,700	2,150	2,000	17,100	126,300
(e) Building Research Including Fire Technology	77,300	7,800	7,650	9,750	4,000	36,900	143,400
(f) Information	31,500	3,150	3,400	3,250	2,000	14,000	57,300
(g) Laboratory Accreditation	12,850	1,300	1,700	2,150	1,000	5,350	24,350
Program Management	24,000	-	3,400	3,000	1,000	19,700	51,100
TOTAL US$	447,650	42,350	28,050	31,650	31,000	149,300	730,000

(*) including indirect costs and fringe benefits. [Footnote in the original]

CONTRATO ENTRE O GOVERNO DO ESTADO DE SÃO PAULO
REPRESENTADO PELO CONSELHO ESTADUAL DE TECNOLOGIA
E. O
NATIONAL BUREAU OF STANDARDS (NBS)

O Governo do Estado de São Paulo (Brasil) desenvolveu um plano para a aceleração da expansão industrial, nessa região, - designado Projeto Ciencia e Tecnologia de São Paulo.

Os objetivos gerais do Projeto Ciencia e Tecnologia são:

1. Promover a aplicação de pesquisas científicas básicas e aplicadas, e tecnologia para os problemas da indústria e da agricultura brasileiras.

2. Desenvolver as capacidades - na Indústria, Governo, - Universidades e Institutos de Pesquisa para aumentar/ a participação de fontes brasileiras nesta pesquisa e tecnologia, e

3. Orientar esforços para aumentar capacidades em cien - cia e tecnologia mais pertinentes aos setores de in - dústria e da agricultura potencialmente capazes de ra pidamente acelerar o desenvolvimento economico do Bra sil, principalmente através da melhoria das capacida- des de firmas para competir com sucesso nos mercados/ internacionais.

O Governo do Estado de São Paulo está colocando à disposição de firmas incentivos financeiros para investir em projetos próprios de pesquisa e desenvolvimento e para contratar pesquisas em instituições de São Paulo, principalmente Institutos de - Pesquisa e Universidades. Por meios desses contratos espera-se - que os Institutos de Pesquisa e Universidades aumentem suas capa cidades para servir firmas e dessa maneira contribuir mais efi - cientemente para o desenvolvimento economico do Estado e da Na - ção.

Esta estratégia está sendo implantada através do Conselho - Estadual de Tecnologia (CET), orgão de orientação política e decisão, que está aplicando incentivos financeiros e está mobilizando recursos para apoio técnico e material. Assistencia técnica de entidades americanas e serviços de treinamento estão sendo fornecidos como suporte ao programa pela AID Loan Nº 512-L-088.

Este contrato fornece as bases sob as quais o National - Bureau of Standards (NBS) concorda em fornecer orientação e assistencia científica e técnica, na base de reembolso de serviços - prestados ao CET para apoio de um programa colaborativo para - aumentar capacidades científicas e tecnológicas do Brasil.

Os objetivos do programa serão de criar e melhorar capacidades no Instituto de Pesquisas Tecnológicas (IPT), que executa serviços de consultoria para a indústria manufatureira e que contribuirá diretamente ao sistema de medida e qualidade de produto com possíveis benefícios para todo o Brasil.

O programa incluirá:

1. Treinamento no NBS ou em outras instituições governamentais ou privadas.

2. Fornecimento ao IPT de materiais de pesquisa, padrões físicos, ou instrumentos para medidas precisas ou para controle de qualidade.

3. Participação do IPT nos programas do NBS.

4. Assistencia técnica, incluindo designação de consultores do pessoal técnico do NBS para o IPT.

5. Serviços do NBS normalmente prestados na base de reembolso.

O programa será desenvolvido em áreas (veja os ítens A-G) - abaixo) através da identificação de uma série de tarefas específicas nessas áreas e permitirá a adição ou cancelamento de tarefas/ específicas. Cada tarefa dará como produto final uma capacidade - nova ou melhorada do IPT, para realizar certo serviço para a comunidade industrial e/ou do Governo Brasileiro.

Cada plano de tarefa incluirá: objetivo da tarefa, nome - dos monitores no NBS e no IPT, hipóteses para atingir objetivo, - insumos do NBS e do IPT e as respectivas datas, principais even - tos esperados na realização das tarefas, relatórios e as respceti vas datas, indicadores das consequencias dos resultados obtidos,- orçamento e plano de desembolso. Cada tarefa deve ser aprovada - previamente pelos Coordenadores do NBS e do CET. No término da ta refa os monitores preprarão o Relatório final que deve ser aprova do pelos Coordenadores do NBS e do CET.

Pagamentos só serão efetuados para trabalhos terminados,- obedecendo a solicitação do NBS para o reembolso por meio de docu mento comprovante, contra a AID Loan 512-L-088 após serem aprovados pelo CET de que o trabalho constante no documento comprovante foi executado. O Conselho pagará custos reais em cruzeiros de des pesas de viagem de pessoal no Brasil relacionados com deveres diretamente associavêis ao contrato incluindo auxílio para viagem a taxas prescritas pelo U.S. Federal Government Travel Regulations, periodicamente atualizadas. O Conselho pagará diária (ao inves de auxilio de moradia) para pessoal técnico designado, a tarefas de curto prazo, nas taxas prescritas pela "U.S. Federal Government - Travel Regulations", periodicamente atualizadas durante o tempo - em que esses profissionais permanecerem a serviço no Brasil den - tro desse acordo. Ao autorizar as taxas dessas diárias, o Conse - lho levará em consideração as circunstancias particulares envolvi das no caso de cada um desses profissionais incluindo até que pon to refeições e alojamento poderão ser fornecidos sem onus ou a - custos nominais por uma agencia brasileira, e fatores semelhantes. No caso em que despesas de viagem e de manutenção em paises - outros que o Brasil estiverem envolvidos para pessoal técnico do NBS ou do IPT ou consultores as U.S. Federal Travel Regulations - serão aplicadas.

O reembolso será efetuado para todos os custos do programa, incluindo despesas de viagem e manutenção, salário, custos de planejamento, outros custos administrativos e "overhead" tais como rotineiramente registrados no sistema contábil do NBS até o li mite do orçamento anexo. No caso desse limite ter que ser excedido, um orçamento aditivo poderá ser submetido pelo NBS para aprovação do CET. O Conselho estabelecerá uma carta de crédito irrevo gável em dólares americanos na agencia de Nova York do Banco do - Brasil aceita pelo e no nome do NBS que terá o mesmo valor nomi - nal de US$ 730.000 (setecentos e trinta mil dólares), desse con - trato, e que será aditado caso o valor nominal desse contrato se-

ja alterado. O NBS, uma vez aprovado pelo CET, poderá transferir as quantias entre as diferentes colunas e linhas do orçamento, - desde que o valor total do mesmo não seja ultrapassado.

As tarefas aprovadas estarão dentro de áreas específicas (como definidas com mais detalhes nos parágrafos A a G) nas - quais serão especialmente consideradas as necessidades da indústrias:

(A) Análise Química

1. Identificação e avaliação de possíveis áreas de aplica - ção de fluorescencia de Raios-X, microanálises por sonda eletrônica, e técnicas afins de análise instrumental para indústria, problemas ambientais e pesquisa científica aplicada.

2. Treinamento e assistencia técnica para promover o uso - correto de Materiais Padrões de Referencia, no Brasil, e para desenvolver capacidades no IPT para produzir, certificar e distribuir padrões secundários de confiança.

3. Encaminhamento de documentos publicados e literaturas de referencia selecionados de interesse potencial para o - IPT nas áreas acima mencionadas.

4. Discussão e avaliação de planos para pesquisa aplicada,- treinamento e serviços nas áreas acima mencionadas.

(B) Programas Colaborativos de Referencia (CRP) (Além daqueles - descritos no item C, abaixo)

1. Participação do IPT nos CRPs do NBS: tais como borracha/ papel, e cor e aparencia.

2. Treinamento do pessoal técnico do IPT em análise de da - dos feita nos CRPs (também com aplicação no programa de referencia CCRL, definido mais adiante no item C).

3. Treinamento do pessoal técnico do IPT nos aspectos de - planejamento e implantação desses CRPs.

4. Treinamento do pessoal técnico do IPT (possivelmente os/ mesmos elementos mencionados no item 3 acima) em técnicas

específicas de ensaio, provavelmente em laboratórios selecionados dentre os participantes do CRP e em laboratórios especializados em outros produtos, tais como em madeiras, texteis, metais, plásticos, cerâmicos.

5. Assistencia técnica para implantação dos CRPs, no Brasil/ em áreas envolvendo produtos tais como borracha, papel, - e cor e aparencia.

(C) Laboratório de Referencia em Cimento e Concreto (CCRL)

1. Participação do IPT em CRPs para cimento, materiais betuminosos, solos, agregados e concreto.

2. Treinamento do pessoal técnico do IPT nos aspectos de planejamento e implantação desses programs.

3. Treinamento do pessoal técnico do IPT em inspeção de laboratórios.

4. Assistencia técnica para implantação de CRPs e programas/ de inspeção, no Brasil, em áreas envolvendo os produtos - citados no ítem 1 acima.

(D) Serviços de Medida

1. Assistencia ao IPT para desenvolver e/ou manter capacidades para auto suficiencia em medidas dimensionais, mecanicas, óticas, elétricas, de calor e áreas afins.

2. Apoiar a transferencia dessas capacidades para medidas - práticas.

3. Treinamento do pessoal técnico do IPT em áreas de medida/ selecionadas, onde as necessidades industriais não estão/ sendo satisfeitas,

(E) Indústria de Construção

1. Treinamento do pessoal técnico do IPT nos ensaios de - desempenho e no desenvolvimento de métodos de ensaio, - com ênfase em aspectos de durabilidade e segurança, no -

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NBS Center for Building Technology e no NBS Fire Technology Program.

2. Assistencia na transferencia dos atuais conhecimentos e técnicas existentes nos Estados Unidos, e especificamente no NBS, da tecnologia de construção civil, especialmente relacionada com engenharia de estruturas e normas e códigos na construção civil e tecnologia de habitação.

(F) Informações

1. Fornecimento de literatura americana selecionada sobre a ciencia e tecnologia da normalização e medidas.

2. Treinamento na utilização de serviços disponíveis, no NBS, de sistemas de informação para ciencia e tecnologia e na utilização da coleção de referencias sobre normas do NBS.

3. Uso e disseminação do Critically Evaluated Technical Data.

4. Treinamento do pessoal técnico do IPT nas técnicas de planejamento e de desenvolvimento, nos procedimentos e mecanismos para solução de obstáculos e para o estabelecimento de incentivos para aplicação do cumputador para sistema de informação.

(G) Credenciamento de Laboratórios

1. Treinamento técnico e assistencia necessária para implantar programas de exame e avaliação de Laboratórios.

2. Consultoria referente a um sistema de exame, avaliação e acompanhamento de laboratórios de ensaios para ser aplicado em apoio de outros elementos deste acordo.

Quando o treinamento necessário para a realização de quaisquer tarefas aprovadas não for disponível no NBS, este treinamento poderá ser feito através de contratos com outras instituições ou organizações públicas ou privadas, desde que assim definido nos planos das tarefas e aprovado pelo NBS e CET. O programa pode envolver treinamentos adicionais em áreas mutuamente aprovadas pelo NBS e pelo CET. Todos contratos com instituições ou organizações -

não governamentais deverão conter provisões requeridas por lei ou política do Governo dos Estados Unidos e deverão ser aprovadas pelo CET.

CET e NBS indicarão coordenadores de programa com responsabilidade para conduzir com eficiencia todas as fases deste programa. A máxima flexibilidade possível na administração deverá ser concedida aos coordenadores, aliada a total responsabilidade/ administrativa e financeira. Relatórios administrativos de progresso serão preparados pelos coordenadores trimestralmente. Estes relatórios e a adição de novas tarefas deverão ser aprovados pelo NBS e CET. Semestralmente, um relatório de substancial avaliação contendo todos os dados fiscais será apresentado pelos coordenadores para a revisão e avaliação do programa colaborativo pelo NBS e CET. Nos procedimentos para revisão e avaliação incluir-se-á uma reunião entre os membros credenciados do CET e do/ NBS para considerar os relatórios apresentados pelos coordenadores. Os procedimentos para revisão interna preliminar serão estabelecidos por cada organização de acordo com as suas próprias necessidades.

Este contrato terá a duração de dois anos a partir da data de assinatura. Poderá ser rescindido, por qualquer uma das partes imediatamente após notificação por escrito porém sem afetar as tarefas em andamento e previamente aprovadas. Tarefas em áreas específicas poderão ser adicionadas ou canceladas por consentimento mútuo. Este Contrato poderá ser aditado ou extendido por períodos de 2 anos por uma simples troca de correspondencia e estabelecimento de consentimento mútuo. Consentimento mútuo para a adição de tarefas ou uma extensão do período deste Contrato requererá acordo para qualquer fundo adicional que possa ser necessário.

Aprovado e Aceito pelo
Conselho Estadual de Tecnologia
de São Paulo

Nome: [signature]

Título: Secretário de Economia e Planejamento

Data: 6 de Setembro de 1974

Testemunha: [signature]

Aprovado e Aceito pelo
National Bureau of Standards

Nome: [signature]

Título: Director

September 6, 1974

[signature]

Charles R. Phillips NOTARY PUBLIC District of Columbia My Commission Expires July 1, 1978

TIAS 8596

ORÇAMENTO ESTIMADO - DOIS ANOS

	Sálarios NBS (U$)*	Sub Contratos (U$)	Viagens (U$)	Outros Custos diretos (U$)	Materiais (U$)	Treinamento de participantes (U$)	TOTAL (U$)
(a) Análise Química	92400	9200	4250	2700	15000	33400	156950
(b) Programas Colaborativos de referencia	30200	3000	2550	2700	4000	12150	54600
(c) Laboratório de referencia de cimento e concreto	85450	8500	3400	5950	2000	10700	116000
(d) Serviços de programas de medidas	93950	9400	1700	2150	2000	17100	126300
e) Indústria de construção	77300	7800	7650	9750	4000	36900	143400
(f) Informações	31500	3150	3400	3250	2000	14000	57300
(g) Credenciamento de Laboratórios	12850	1300	1700	2150	1000	5350	24350
Coordenação do Programa	24000	-	3400	3000	1000	19700	51100
TOTAL U$	447650	42350	28050	31650	31000	149300	730000

(*) inclue custos indiretos e benefícios sociais.

[AMENDING AGREEMENTS]

AMENDMENT

State of São Paulo represented by the State Council of Technology - C.E.T./National Bureau of Standards - N.B.S. Memorandum of Understanding.

Page 3, 1st full paragraph, delete 3 rd sentence of paragraph and substitute following:

"To guarantee such reimbursements the Council hereby irrevocably assigns sufficient funds from the Agency for International Development Loan 512-L-088 to cover any allowable and properly documented costs for direct payment to the N.B.S. by U.S.A.I.D./Brasil. C.E.T. will request U.S.A.I.D./Brasil to establish a Direct Reimbursement Authorization under the Loan in the amount of US$ 730,000.00, the same amount as the face value of this contract which will be amended if the face value of the contract is changed"

Page 6, last paragraph, line 2 - "the" in place of "that"
line 7 - delete "and"

Approved and Accepted for State of São Paulo (represented by the State Council of Technology)

By: [1]

Title: Secretary of Culture, Science and Technology

Date: 4 de fevereiro de 1975

Witness:

Approved and Accepted for the National Bureau of Standards

By:

Title: Director

Date: June 13, 1975

[1] J. Mindlin

TERMO ADITIVO

Contrato entre o Governo do Estado de São Paulo, representado pelo Conselho Estadual de Tecnologia - C.E.T. e o National Bureau of Standards - N.B.S.

Página 3, último parágrafo e sua continuação na página 4 a 3a. sentença do parágrafo referido à página 3, com continuação na página 4, é substituida pela seguinte:

"Para garantir tais reembolsos, o Conselho se compromete, daqui por diante, a alocar fundos suficientes do Empréstimo 512-L-088, da Agência para o Desenvolvimento Internacional (A.I.D.), para cobrir quaisquer custos permitidos e propriamente documentados, para pagamento direto ao N.B.S., pela USAID/Brasil. O C.E.T. requererá à USAID/Brasil o estabelecimento de uma Autorização para Pagamento Direto (Direct Reimbursement Authroization), com base no Empréstimo, no valor de US$ 730,000.00 de valor nominal deste Contrato, e que será aditado caso o valor nominal do Contrato seja alterado.

Página 7, último parágrafo, 4a. sentença: Substituir a palavra "e" pela palavra "com".

Aprovado e Aceito pelo Governo do Estado de São Paulo, representado pelo Conselho Estadual de Tecnologia

Nome: [illegible]

Título: Secretário de Cultura, Ciência e Tecnologia

Data: 4 de Setembro de 1975

Testemunha: [illegible]

Aprovado e Aceito pelo National Bureau of Standards

Nome: [illegible]

Título: Diretor

Data: June 13, 1975

[illegible]

AMENDMENT No. 2 TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF SÃO PAULO REPRESENTED BY THE SÃO PAULO STATE COUNCIL OF TECHNOLOGY - C.E.T AND THE NATIONAL BUREAU OF STANDARDS - N.B.S., RESULTANT OF LOAN AGREEMENT No. 512-L-088, SIGNED BETWEEN THE GOVERNMENT OF THE STATE OF SÃO PAULO AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA THROUGH ITS AGENCY FOR INTERNATIONAL DEVELOPMENT - A.I.D.

The parties hereto mutually agree with the following statements with the purpose of rectifying, ratifying and amending the Memorandum of Understanding signed in September 6, 1974.

1. Considering that the Resolution of June 16, 1976, of the Secretary of Culture, Science and Technology, placed the execution of Loan Agreement No. 512-L-088, established between the Government of the State of São Paulo and the Government of the United States of America, directly under the Secretary of Culture, Science and Technology, has the present Memorandum of Understanding its title changed from:

   "Memorandum of Understanding between the State of São Paulo represented by the São Paulo State Council of Technology - CET and the National Bureau of Standards NBS"

   to:

   "Memorandum of Understanding between the Government of the State of São Paulo represented by the Secretariat

of Culture, Science and Technology - S.C.C.T and the National Bureau of Standards - N.B.S"

And in all other items which refer to the São Paulo State Council of Technology, Conselho Estadual de Tecnologia, and C.E.T , substitute by "Secretariat of Culture, Science and Technology - S.C.C.T "

2. On page 6, below item 2 - "G", insert the following items:

(H) Metallurgy

1 Training and technical assistance to foster the correct use of techniques such as X-ray, scanning electron microscopy, transmission electron microscopy to the solution of industrial metallurgical problems and scientific research in the field of metallic materials and proscesses.

2. Training and technical assistance to establish in IPT a laboratory for the study of electrical deposition and analysis of the quality of electrically deposited layers.

3. Training of IPT staff members in advanced techniques for failure analysis and prevention.

(J) Fire Technology

1 Training of IPT staff member in current testing techniques for the evaluation of the fire resistance of materials, specially building materials and those used in and around the home.

2. Technical assistance for the design and construction of a fire testing and prevention laboratory in IPT

(K) Acoustics and Noise

1 Training of IPT staff members in techniques for the calibration of microphones and electrical acoustics instruments in the development of related standards.

2. Technical assistance to IPT in problems such as evaluation of acoustic comfort in buildings, control of industrial noise.

3. Technical assistance for the improvement of the facilities of the acoustics and noise laboratory in IPT.

3. On page 2, fourth paragraph, first line, and on page 3, second full paragraph, second line, instead of "G" one should read "K", due to item 2 above.

4. The term of the present Memorandum of Understanding and its Amendment No.1 is extended up to August 31,1978, due to the inclusion of new specific areas, defined by "H", "J" and "K", as per item 2 of this Amendment.

Besides these modifications herein introduced, the contracting parties, however, duly ratify the other terms, provisions and conditions established

the Memorandum of Understanding, and duly sign it in the presence of witnesses.

By: National Bureau of Standards - NBS

Signature:

Typed Name: E. AMBLER

Date: September 2, 1976

Title: Director

Witness:

Typed Name:
Mrs. Anna M. Condon
Notary Public

My Commission expires
July 1, 1978.

By: Government of the State of São Paulo

Signature:

Typed Name: MAX FEFFER

Date: [1]

Title: Secretary of Culture, Science and Technology

Witness: Edward L. Brady

Typed Name:

[1] Signature affixed September 5, 1976.

	NBS Staff Salaries US$	Contracting by NBS US$	NBS Staff and Consultants Travel US$	Other Direct Costs US$	Technical Instruments And Supplies US$	Brazilian staff travel and per diem for training	TOTAL US$
a) Chemical Analysis	48 650	1 950	1 950	970	5 400	38 920	97 840
b) Collaborative Reference Programs	24 330	970	970	500	2 350	19 460	48 500
c) Cement and Concrete Ref Lab.	19 450	700	780	300	1 950	15 560	38 900
d) Measurement Services	43 800	1 750	1 750	870	5 400	35 050	88 620
e) Building Research	48 650	2 000	2 000	970	7 900	38 920	100 440
f) Information	4 900	200	200	100	480	3 920	9 800
g) Laboratory Accreditation	4 900	200	200	100	480	3 920	9 800
h) Metallurgy	19 450	780	780	380	1 950	15 560	38 900
j) Fire Technology	48 650	1 950	1 950	970	14 000	38 920	106 440
k) Acoustics and Noise	48 650	1 950	1 950	970	4 500	38 920	96 940
Program Management	48 450	1 950	1 950	970	1 500	38 920	93 740
	359 880	14 480	14 480	7 180	45 910	288 070	730 000

TERMO ADITIVO Nº "2" AO CONTRATO CELEBRADO ENTRE O GOVERNO DO ESTADO DE SÃO PAULO REPRESENTADO PELO CONSELHO ESTADUAL DE TECNOLOGIA - C.E.T E O NATIONAL BUREAU OF STANDARDS - N.B.S., EM DECORRÊNCIA DO ACORDO DE EMPRÉSTIMO Nº 512-L-088, FIRMADO ENTRE O GOVERNO DO ESTADO DE SÃO PAULO E O GOVERNO DOS ESTADOS UNIDOS DA AMERICA DO NORTE ATRAVÉS DE SUA AGÊNCIA PARA O DESENVOLVIMENTO INTERNACIONAL (A.I.D.)

São de comum acordo entre as partes, as declarações que a seguir transcrevemos, tendo por finalidade retificar, ratificar e prorrogar o contrato assinado em 06 de Setembro de 1974

1 Considerando que a Resolução de 16.06.76, do Senhor Secretário da Pasta da Cultura, Ciência e Tecnologia, vinculou a execução do Acordo de Empréstimo Nº 512-L-088, celebrado entre o Governo do Estado de São Paulo e o Governo dos Estados Unidos da América do Norte diretamente ao seu Gabinete, fica o presente contrato com seu título alterado de:

"Contrato entre o Governo do Estado de São Paulo representado pelo Conselho Estadual de Tecnologia - CET e o National Bureau of Standards - NBS"

para.

"Contrato entre o Governo do Estado de São Paulo representado pela Secretaria da Cultura, Ciência e Tecnologia e o National Bureau of Standards - N.B.S."

E em todos os seus ítens onde figuram Conselho Estadua de Tecnologia e/ou C.E.T. leia-se:

"Secretaria da Cultura, Ciência e Tecnologia - S.C.C.T "

2. Na página 6, abaixo do ítem 2- letra (G), acrescente-se os seguintes ítems:

(H) Metalurgia

1 Treinamento e assistência técnica para promover o uso correto de técnicas tais como Raios-X, microscopia de varredura, microscopia de transmissão, na solução de problemas industriais metalúrgicos e na pesquisa científica no campo de materiais metálicos e processos afins.

2. Treinamento e assistência técnica para implantar no IPT um laboratório para o estudo de deposição eletrolítica e análise da qualidade de camadas eletroliticamente depositadas.

3. Treinamento do pessoal técnico do IPT em técnicas avançadas para análise e prevenção de falhas de componentes metálicos em serviço.

(J) Tecnologia de Fogo

1 Treinamento do pessoal técnico do IPT em técnicas correntes de ensaios para a avaliação da resistência de materiais ao fogo, especialmente aqueles usados em habitações e no seu interior

2. Assistência técnica para o projeto e construção de um laboratório no IPT para ensaios e prevenção de fogo.

(K) Acustica e ruido

1 Treinamento do pessoal técnico do IPT em técnicas de calibração de microfones e instrumentos eletroacústicos e no desenvolvimento de padrões para estes fins.

2. Assistência tecnica ao IPT na solução de problemas tais como, avaliação do conforto acústico em construções, controle de ruido industrial

3. Assistência técnica para o desenvolvimento das instalações do laboratório de acustica e ruido do IPT

3. Na página 2, último parágrafo, primeira linha, e na página 4, primeiro parágrafo completo, segunda linha onde aparece a letra "G", leia-se letra "K", em decorrência do ítem 2 acima.

4 Fica também o presente Contrato e seu Termo Aditivo Nº 1, com o prazo prorrogado até 31 de Agosto de

1978 devido a inclusão de novas áreas específicas, definidas pelas letras "H", "J" e "K", conforme ítem 2 deste Termo Aditivo.

Além destas modificações aqui introduzidas, ficam os demais termos, cláusulas e condições estabelecidas no Contrato, ratificadas pelas partes contratantes, que o assinam, na presença das testemunhas abaixo discriminadas.

Pelo: National Bureau of Standards - NBS

Assinatura:

Nome Datilografado: E. AMBLER

Data Assinatura:

Cargo: Diretor

Testemunha: Peggy A. Wett

Anna M. Condon

Nome Datilografado:
Mrs. Anna M. Condon
Notary Public

My Commission expires
July 1, 1978.

Pelo: Governo do Estado de São Paulo

Assinatura:

Nome Datilografado: MAX FEFFER

Data Assinatura:

Cargo: Secretário da Cultura, Ciência e Tecnologia

Testemunha: Edward L. Brady

Nome Datilografado:

	Salários NBS (U$) (*)	Sub-contratos (U$)	Viagens Técnicos e Consultores Americanos (U$)	Outros Custos Diretos (U$)	Instrumentação e Materiais (U$)	Treinamento de Participantes (U$)	TOTAL (U$)
a) Análise Química	48 650	1 950	1 950	970	5 400	38 920	97 840
b) Programas Colaborativos de Referência	24 330	970	970	500	2 350	19 460	48 580
c) Lab de Ref de Cimento e Concreto	19 450	700	700	380	1 950	15 560	38 900
d) Serviços de Medida	43 800	1 750	1 750	870	5 400	35 050	88 620
e) Indústria de Construção	48 650	2 000	2 000	970	7 900	38 920	100 440
f) Informações	4 900	200	200	100	480	3 920	9 800
g) Credenciamento de Laboratórios	4 900	200	200	100	480	3 920	9 800
h) Metalurgia	19 450	780	700	300	1 950	15 560	38 900
j) Tecnologia de Fogo	48 650	1 950	1 950	970	14 000	38 920	106 440
k) Acústica e Ruído	48 650	1 950	1 950	970	4 500	38 920	96 940
Coordenação do Programa	48 450	1 950	1 950	970	1 500	38 920	93 740
TOTAL	359 880	14 400	14 400	7 180	45 910	288 070	730 000

(*) Inclui custos indiretos e benefícios sociais

MULTILATERAL

Public Health Delivery Systems in Central and West Africa

Agreement opened for signature March 26, 1975;
Entered into force April 17, 1975;
Effective April 19, 1975.
And amending agreement
Opened for signature June 22, 1976;
Entered into force June 24, 1976.

AGREEMENT

FOR

PHASE I OF THE PROJECT FOR THE STRENGTHENING OF PUBLIC HEALTH DELIVERY SYSTEMS IN CENTRAL AND WEST AFRICA

AMONG

THE UNITED STATES OF AMERICA

AND

THE WORLD HEALTH ORGANIZATION

AND

GOVERNMENTS OF CENTRAL AND WEST AFRICA

Effective date: APRIL 19, 1975

Project: 625-11-590-904

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AGREEMENT FOR PHASE I OF THE PROJECT FOR THE STRENGTHENING OF PUBLIC HEALTH DELIVERY SYSTEMS IN CENTRAL AND WEST AFRICA

This agreement is made and entered into on the _____ day of _____, 1975, by and among the United States of America, acting through the Agency for International Development (hereinafter referred to as "A.I.D."), the World Health Organization (hereinafter referred to as "WHO"), and governments of Central and West Africa (hereinafter referred to as the "Participating African States").

WITNESSETH THAT:

WHEREAS, scientific medical care and modern concepts of public health have not yet reached the populations of most African countries south of the Sahara, and existing health delivery systems in those countries reach only ten to forty per cent of their respective populations;

WHEREAS, A.I.D., responding to a call for concerted action in eradicating smallpox from the earth by 1975, supported a smallpox eradication and measles control program in the twenty countries of Central and West Africa from 1966 through 1972, and, there is a strong and widely-held conviction that the valuable experience gained in the successful accomplishments of that program must not be lost, but utilized in the further pursuit of international cooperation and goodwill through support of public health programs in those countries, including assistance geared initially towards improvements in health delivery systems;

WHEREAS, A.I.D., WHO, and the Participating African States have concluded that the speediest, least costly approach to meeting minimum health needs of the populations of those countries requires a unified, integrated concept and coordinated effort to achieve:

—expansion of health service delivery into rural areas;
—reorientation of health manpower training toward that objective;
—improvement and modernization of health planning and management capabilities within ministries of health;
—improvement in epidemiological, demographic, manpower, and comparative cost data collection and analysis; and
—more equitable distribution of primary (first contact) health services;

WHEREAS, a strategy for achieving those objectives was adopted in principle at a conference held in Brazzaville in February 1973, attended by representatives of A.I.D., WHO, FAC, UNICEF, UNDP, IBRD, and certain of the Participating African States, as well as the two Central and West African subregional organizations, the Organization of Coordination for the Fight Against Endemic Disease of Central Africa (OCEAC) and the Organization for Coordination and Cooperation in the Fight Against Major Endemic Diseases (OCCGE); and

WHEREAS, A.I.D. and WHO have agreed in principle to participation in the coordinated effort contemplated by the strategy developed at the above-mentioned Brazzaville conference and now desire to further assist in the implementation of that strategy by the execution of this Agreement.

NOW THEREFORE, the parties to this Agreement hereby agree as follows:

I. Purpose of Agreement

The purpose of this Agreement is to provide financial and other assistance to the Participating African States for the carrying out of Phase I of the Project for Strengthening Public Health Delivery Systems in Central and West Africa as described in Article II of this Agreement.

II. Description of Project

A. This project represents part of a major attempt to coordinate and rationalize the use of limited African and donor resources with the ultimate goal of extending health delivery services to the populations of Central and West Africa. Through coordinated effort with other donors and regional organizations, the project will develop an effective mechanism for dealing with many of the major health problems of particular concern to the countries of Central and West Africa through (1) coordinated planning, (2) manpower training, (3) development of a prototype health delivery system, and (4) improved demographic and disease collection and analysis.

B. In accordance with the Strategy for Strengthening of Public Health Delivery Systems in Central and West Africa (accepted in principle at the Brazzaville conference of February 1973 by the parties to this Agreement), project outputs will include:

1. Personnel trained and functioning in African health services in the fields of:
   a. health planning/evaluation;
   b. health management/administration;
   c. data collection, tabulation, analysis and utilization;
   d. training of health personnel;
   e. supervision of health services;
   f. epidemiology/disease surveillance.
2. Establishment of low cost effective integrated health delivery system in one or more of the Participating African States.
3. A prototype health and demographic data collection and utilization system developed and utilized in one or more countries.
4. Strengthening of the existing inter-country endemic disease surveillance system.
5. Strengthening of the mechanism for continuing regional health planning and coordination.

C. The project initiates a new concept in multilateral coordination, program management and review, by establishing:

1. a Project Coordination Committee, comprised of one representative from each of AID, WHO, and Fonds d'Aide et de Cooperation (FAC), and two representatives from each of the French-speaking and English-speaking groups of Participating African States, to oversee and direct technical and administrative coordination, evaluation, and program revision, and to report on progress; and
2. a Project Review Body, comprised of one representative from each of the Participating African States, the two sub-regional organizations (OCEAC and OCCGE), and the donor agencies, for the purpose of confirming the coordinating committee's recommendations and apprising interested parties of the program's progress.

D. The project will be implemented in two phases, Phase I will include: (1) operation and further development of the collaborative project coordinating mechanisms described in paragraph II.C. above; (2) improvement of health planning/management curricula and teaching methods at appropriate regional training centers; (3) short courses at two regional training centers for a corps of health officials from Participating African States on new concepts in health system planning and management; (4) initiation of a review of existing national health delivery systems and in some cases a redesign of those systems; (5) formulation and updating of national health manpower plans, based upon explicit health objectives; (6) consultant assistance to the Abidjan regional Epidemiological Center for activities in data collection and analysis of personnel training; (7) assistance in the form of equipment and supplies to OCEAC and consultant services to OCCGE for ongoing programs of disease surveillance, training, and data analysis; and (8) planning and preparation for Phase II activities.

E. Outputs expected to be achieved during Phase II of the project include: (1) training and appropriate placement of ten high level and 56 middle level specialists in health planning/evaluation, health management/administration, data collection/analysis, and supervision; (2) training of 500 health personnel with emphasis on delivery of integrated health services; (3) establishment in one or more countries of effective low cost integrated health delivery systems; (4) development and utilization of prototype health and demographic data collection and analysis systems in one or more countries; (5) an improved inter-country disease surveillance system; and (6) a functioning mechanism for continued regional health planning and coordination.

III. Contribution of A.I.D.

For the purpose of assisting the Participating African States in the carrying out the first year of Phase I of the project, there is hereby

granted by A.I.D. an amount not to exceed One Million Three Hundred Thousand United States dollars ($1 300 000).

Except as A.I.D. may otherwise agree to in writing, funds provided under this grant will be used according to the following budget:

U.S. Technical Services	$652 000
Participant Training	96 000
Commodities	472 000
Other costs	80 000
	$1 300 000

Subject to availability of funds and the successful pursuit of the purposes of this grant, A.I.D. may consider making available additional funds in subsequent year(s) for the continuation of assistance in the carrying out of the project.

IV. Use of A.I.D. Funds

Except as A.I.D. may otherwise agree in writing, the funds made available under Article III of this Agreement will be used to finance the following project components:

1. Short courses at two regional training centers for a corps of health officials from Participating African States on new concepts in health system planning and management;
2. Short-term consultant assistance for review of existing national health delivery systems and in some cases redesign of those systems;
3. Short-term consultant assistance for formulation and updating of national health manpower plans;
4. Formulation of detailed plans for expanded planning/management and health manpower training programs at appropriate regional training centers;
5. Consultant assistance to regional training centers in order to improve teaching techniques in ongoing training programs;
6. Consultant assistance to the Abidjan regional Epidemiological Center for activities in data collection and analysis in personnel training;
7. Assistance in the form of equipment and supplies to ongoing OCEAC/FAC/CDC program of disease surveillance training and implementation of data systems; and consultant assistance to a similar program at OCCGE;
8. Operation of the collaborative project coordinating mechanism (except to the extent assistance is to be provided by other donor agencies); and
9. Planning and preparation for Phase II activities.

V. Authority of the Programme Coordination Committee and the Review Body

The Participating African States hereby agree that the Programme Coordination Committee and the Review Body shall have full

authority, subject to the terms of their respective charters, to act as the representatives and agents of the Participating African States for all purposes in the implementation of this Agreement.

VI. Disbursement of Funds

A. Disbursement of funds granted under Article III of this Agreement will be made directly by A.I.D. upon agreement of the Programme Coordination Committee or its duly authorized representative. A.I.D. will normally make such disbursements by issuing subobligating documents for procurement under this Agreement.

B. A.I.D. may, from time to time, issue implemention letters that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

VII. Undertakings of WHO

WHO hereby agrees to assist in the carrying out of Phase I of the Project, *inter alia*, as follows:

1. The WHO Regional Office, Brazzaville, will serve as the base for the Programme Coordinating Committee's Secretariat.
2. WHO will assume responsibility for staffing and support of the Programme Coordinating Committee's Secretariat.
3. WHO will provide support services for those Programme Coordinating Committee and those Review Body meetings to be held at the WHO Regional Office in Brazzaville.
4. WHO will designate a liaison officer who will, in consultation and coordination with the A.I.D. project manager, assist as necessary in the carrying out of the project.

VIII. Conditions Precedent

Prior to any disbursements being made pursuant to this Agreement the Participating African States shall submit to A.I.D. in form and substance satisfactory to A.I.D.:

1. Evidence of the establishment, along with the respective charters, of both the Programme Coordination Committee and the Project Review Body.
2. Evidence of the establishment and authorities of the Secretariat of the Programme Coordination Committee.
3. Evidence that six (6) of the Participant African States or their authorized representatives have signed or ratified this agreement.

The terminal date for meeting these conditions precedent shall be ninety (90) days from the effective date of this agreement.

IX. Contributions and Special Covenants of the Participating African States

1. The Participating African States agree that they will use their best efforts to ensure that the development of low cost effective health delivery systems is, within their respective countries, accorded a top health priority.

2. The Participating African States shall undertake promptly to make such arrangements as are necessary for initiating and implementing this Project.

3. The Participating African States will participate in the mechanisms for coordination of the Project and will take necessary action to implement the decisions of the coordinating mechanisms in furtherance of the purposes of the Project.

4. The Participating African States will undertake reviews of the efficiency and effectiveness of existing health delivery systems in their respective countries.

5. The Participating African States agree to employ in appropriate health activities their respective participants in the regional training center programs after the completion of such training.

6. The Government of Nigeria agrees to maintain its financial support, at existing levels, for the physical facilities, logistics support, and expendable supplies of the training center at Lagos.

7. The Government of the Republic of Togo agrees to maintain its financial support at existing levels, for the physical facilities, logistics support, and expendable supplies of the training center at Lome.

8. Any Participating African State in which is located an institution for training or field practice which is subsequently utilized under this Agreement, agrees to maintain its financial support at their existing levels, for the physical facilities, logistics support, and expendable supplies of such institution.

9. The Participating African States agree as follows:

(a) If A.I.D. or any public or private organization furnishing commodities through A.I.D. financing for operations hereunder in any of the Participating African States, is, under the laws, regulations, or administrative procedures of such State, liable for customs duties and import taxes on commodities imported into that country for the purpose of carrying out this Agreement, such State will pay such duties and taxes unless exemption is otherwise provided by an applicable international agreement.

(b) If any personnel (other than citizens and permanent residents of the Participating African State) whether United States Government employees, or employees of public or private organizations under contract with A.I.D., or a Participating African State or any other agency authorized by a Participating African State who are present in such Participating African State to provide services which A.I.D. has agreed to furnish or finance under this Agreement, are,

under the laws, regulations, or administrative procedures of such State (i) liable for income or social security taxes with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States, (ii) liable for property taxes on personal property intended for their own use, or (iii) liable for the payment of any tariff or duty upon personal or household goods brought into the Participating African States for their own personal use, such State will pay such taxes, tariff, or duty unless exemption is otherwise provided by any applicable international agreement.

X. Miscellaneous Provisions

A. The Participating African States, WHO and A.I.D. shall consult as frequently as necessary concerning the execution of this Agreement and the implementation of the activities of this Agreement.

B. The Participating African States shall provide all necessary liaison with the Programme Coordinating Committee and the Review Body to effect the degree of cooperation required to achieve the purposes of this Agreement.

C. This Agreement may be revised in writing by mutual consent of the parties.

D. Unless otherwise specified in writing by A.I.D., the procurement of commodities financed with the A.I.D. contribution provided in Article III of this Agreement shall be subject to the A.I.D. procurement regulations contained in A.I.D. Regulation No. 1.

E. Unless otherwise specified by A.I.D. in writing, title to all property financed A.I.D. pursuant to this Agreement shall be in the Participating African State in which the property is located.

F. Any property furnished pursuant to this Agreement shall be devoted to the project until completion of the project and thereafter shall be used so as to further the objectives of the project. As between A.I.D. and a Participating African State, either party shall offer to return to the other, or to reimburse the other for any property which it obtains through financing by the other party pursuant to this Agreement which is not used in accordance with the preceding sentence.

G. No portion of the funds granted by A.I.D. under this Agreement shall be disbursed after three (3) years from the effective date of this Agreement, unless such date is extended by A.I.D. in writing, and any funds granted hereunder by A.I.D. which remain undisbursed on that date shall revert to A.I.D.

H. The Participating African States will make such arrangements as may be necessary so that funds introduced into their respective countries by A.I.D. or any public or private agency for the purpose of carrying out obligations of A.I.D. hereunder shall be convertible into currency of the Participating African States at the highest rate, which, at the time conversion is made, is not unlawful in the Participating African States.

I. A.I.D. shall expend funds and carry on operations pursuant to this Agreement only in accordance with the applicable laws and regulations of the United States Government.

J. The parties shall have the right at any time to observe operations carried out under this Agreement. Any party including representatives of A.I.D. or the Comptroller General of the United States, during the term of the grant and three years after the completion of the project shall further have the right:

(1) to examine any property procured through financing by that party under this Agreement, wherever such property is located, and

(2) to inspect and audit any records and accounts with respect to funds provided by, or any properties and contract services procured through financing by that party under this Agreement, wherever such records may be located and maintained. Each party, in arranging for any disposition of any property procured through financing by another party under this Grant Agreement, shall assure that the rights of examination, inspection and audit described in the preceding sentence are reserved to the party which financed the procurement of the property.

K. Financial Records, including documentation to support entries on accounting records and to substantiate charges to the grant, shall be kept in accordance with generally accepted accounting practices. Such records shall be maintained and neither destroyed nor otherwise disposed of until three (3) years after final payment under this Agreement, or, if questions about expenditures are raised on audit or otherwise within such time, until all such questions have been resolved. If A.I.D. determines that any disbursement or expenditure charged to this grant was not made, used, or applied in a Participating African State in accordance with the terms of this Agreement, that Participating African State agrees to refund to A.I.D. within 30 days after receipt of a request therefor, the amount thereof, provided that A.I.D.'s request is made not later than five (5) years after final disbursement under this grant.

L. WHO, A.I.D. and the Participating African States shall keep each other currently informed as to the status, including the planning and implementation of the project, and will submit such reports relating thereto as any party may request or as otherwise may be appropriate.

M. Any party may terminate this Agreement by giving the other parties thirty (30) days written notice of intention to terminate it. Termination of this Agreement by A.I.D. or WHO shall terminate any obligations of any of the parties to make contributions pursuant to this Agreement; except for payments which they are committed to make pursuant to non-cancellable commitments entered into with third parties prior to the termination of the Agreement. Termination of this Agreement by one of the Participating African States shall terminate the obligations of that State to make contributions pursuant

to this Agreement; except for payments which they are committed to make pursuant to non-cancellable commitments entered into with third parties prior to the termination of the Agreement. It is expressly understood that all other obligations under this Agreement shall remain in force after such termination.

N. Upon completion of the project a completion report shall be drawn up, signed by appropriate representatives of A.I.D., WHO, and the Participating African States, and submitted to A.I.D., WHO, and the Participating African States. The completion report shall include a summary of the actual contributions to the project by each party to this Agreement, and shall provide a record of the activities carried out, the objective achieved and related basic data. A.I.D. and the Participating African States shall furnish the other with such information as may be needed to determine the nature and scope of operations under this Agreement to evaluate the effectiveness of such operations.

O. Within sixty (60) days after its execution or ratification of this Agreement, each Participating African State will provide to A.I.D. and WHO the name in writing of the person or agency who will have the responsibility for the implementation of this project.

P. This Agreement is prepared both in English and in French. The English version shall be considered controlling for purposes of interpretation.

Q. The participating African States warrant that no person or selling agency has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

R. The Participating African States agree to take such steps as may be necessary to facilitate entry and travel in their respective States for purposes of allowing persons to perform duties, functions, and services as contemplated under this Agreement.

S. Except as A.I.D. may otherwise provide in writing, the services, equipment, and materials financed hereunder shall be of United States source and origin.

T. The other parties to this Agreement agree to execute an assignment to A.I.D., upon request, of any cause of action which may accrue to any of the other parties in connection with or arising out of a contractor's performance or breach of performance of any contract financed in whole or in part out of funds provided by A.I.D. under this Agreement.

U. No member of or delegate to the United States Congress or U.S. resident commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

V. If, at any time, it is determined that this Agreement, for any reason relating to its execution, ratification, or approval by or on behalf of any Participating African State or States is not legally binding upon any such State (States), the Agreement shall nevertheless remain in full force and effect as to all other parties.

XI. Effective Date—Execution

A. This agreement shall be effective upon execution or ratification by A.I.D., WHO, and two Participating African States or their authorized representatives.

B. No disbursement shall be made pursuant to this Agreement which directly benefits a State not a signatory thereto.

IN WITNESS WHEREOF, the United States of America, WHO, and the Participating African States, each acting through its duly authorized representative, have caused this Agreement to be signed or ratified in their names.

The Agency for International Development

By: [signature]

Title: Chief, U.S. Delegation

Date: 26 March 75

The World Health Organization

By: [signature]

Comlan A.A. Quenum, M.D.

Title: Regional Director

Date: 26. III. 1975

THE GOVERNMENTS OF·

THE UNITED REPUBLIC OF CAMEROON

By· Dr S. Bedaya-Ngaro

Title· Inspecteur des Services de Sante de la RCA

Date: 17 April 1975

THE CENTRAL AFRICAN REPUBLIC

By· Dr S. Bedaya-Ngaro

Title· Inspecteur des Services de Sante

Date· 17 April 1975

THE REPUBLIC OF CHAD

By: Dr S. Bedaya-Ngaro

Title· Inspecteur des Services de Sante de la RCA

Date: 17 April 1975

THE PEOPLES REPUBLIC OF CONGO

By· Dr S. Bedaya-Ngaro

Title: Inspecteur des Services de Sante de la RCA

Date: 23 avril 1975

THE REPUBLIC OF DAHOMEY

By: Dr. S. Bedaya-Ngaro

Title: Inspecteur des Services de Santé de la RCA

Date: 9 July 1975

EQUATORIAL GUINEA

By· _____

Title: _____

Date: _____

THE REPUBLIC OF GABON

By· M. Dongotha Fulbert

Title· Ministere de la Sante Publique et de la Population

Date· 17 July 1975

THE REPUBLIC OF GAMBIA

By: (Illegible)
Permanent Secretary, Ministry of Health,
Title: Labor & Social Welfare
Date: 2 May 1975

GHANA

By:
Title: COMMISSIONER FOR HEALTH
Date: 7th MAY 1975

THE REPUBLIC OF GUINEA

By: Dr S. Bedaya-Ngaro
Title: Inspecteur des Services de Santé de la RCA
Date: 17 April 1975

THE REPUBLIC OF IVORY COAST

By: Dr S. Bedaya-Ngaro
Title: Inspecteur des Services de Santé de la RCA
Date: 17 April 1975

THE REPUBLIC OF LIBERIA

By: Oliver Bright
Title: Minister of Health & Social Welfare
Date: 15 October 1975

THE REPUBLIC OF MALI

By: Aly CISSE
Title: Ministre de la Sante Publique et des Affaires Sociales
Date: 29 April 1975

THE ISLAMIC REPUBLIC OF MAURITANIA

By: Dr S. Bedaya-Ngaro
Title: Inspecteur des Services de Santé de la RCA
Date: 17 April 1975

THE REPUBLIC OF NIGER

By: Dr S. Bedaya-Ngaro

Title: Inspecteur des Services de Santé de la RCA

Date: 17 April 1975

NIGERIA

By: _____

Title: _____

Date: _____

THE REPUBLIC OF SENEGAL

By: Dr S. Bedaya-Ngaro

Title: Inspecteur des Services de Santé de la RCA

Date: 17 April 1975

SIERRA LEONE

By: [illegible]

Title: Acting Chief Medical Officer.

Date: 8th May, 1975

THE REPUBLIC OF TOGO

By: Dr S. Bedaya-Ngaro

Title: Inspecteur des Services de Santé de la RCA

Date: 17 April 1975

THE REPUBLIC OF UPPER VOLTA

By: Dr S. Bedaya-Ngaro

Title: Inspecteur des Services de Santé de la RCA

Date: 17 April 1975

ACCORD PORTANT SUR

LA PHASE I DU PROJET DE RENFORCEMENT DES SYSTEMES DE PRESTATION DES SERVICES DE SANTE PUBLIQUE EN AFRIQUE CENTRALE ET OCCIDENTALE

ENTRE

LE GOUVERNEMENT DES ETATS UNIS D'AMERIQUE,
L'ORGANISATION MONDIALE DE LA SANTE

ET

DES GOUVERNEMENTS D'AFRIQUE CENTRALE ET OCCIDENTALE

Date d'entrée en vigueur·

Projet: 625-11-590-904

TIAS 8597

ACCORD PORTANT SUR LA PHASE I DU PROJET DE RENFORCEMENT DU SYSTEME DE PRESTATIONS DE SERVICES DE SANTE PUBLIQUE EN AFRIQUE CENTRALE ET OCCIDENTALE

Cet Accord qui entre en vigueur le . . . . . 1975, est conclu d'une part entre les Etats-Unis d'Amérique, représentés par l'Agence de Développement international (ci-après dénommée "AID"), l'Organisation mondiale de la Santé (ci-après dénommée "OMS") et des Gouvernements d'Afrique centrale et occidentale (ci-après dénommés "Etats africains Participants") d'autre part.

EN FOI DE QUOI:

ATTENDU que les soins médicaux scientifiques et les concepts modernes de santé publique ne touchent pas encore les populations de la plupart des pays africains au sud du Sahara et que le système actuel de prestations sanitaires dans ces pays n'atteint que 10 à 40% des populations;

ATTENDU que, l'AID, répondant à un appel en vue d'une action concertée visant à éradiquer la variole de la surface de la terre avant 1975, a appuyé un programme d'éradication de la variole et de lutte contre la rougeole dans vingt pays d'Afrique centrale et occidentale de 1966 à 1972; de plus, étant donné la conviction profonde et largement répandue que l'expérience précieuse acquise lors de la réalisation de ce programme ne doit pas être perdue, mais au contraire être utilisée pour promouvoir la coopération internationale et la bonne volonté, il convient d'appuyer des programmes de santé publique dans des pays en fournissant au départ une assistance visant à améliorer les systèmes de prestations sanitaires;

ATTENDU que, l'AID, l'OMS et les Pays africains Participants sont arrivés à la conclusion que l'approche la plus rapide et la moins coûteuse pour satisfaire les besoins de santé minimaux des populations de ces pays exige un concept unifié, intégré et un effort coordonné afin:

—d'étendre la prestation de services de santé aux zones rurales;
—de réorienter la formation de la main-d'oeuvre sanitaire en vue d'atteindre ces objectifs;
—d'améliorer et de moderniser la planification sanitaire et les aptitudes à la gestion au sein des ministères de la santé;
—d'améliorer la collecte et l'analyse des données épidémiologiques, démographiques, sur la main-d'oeuvre ainsi que l'étude comparative des coûts;
—de distribuer plus équitablement les services de santé primaires (premiers soins);

ATTENDU que le principe d'une stratégie permettant d'atteindre ces objectifs a été adoptée lors d'une conférence qui s'est tenue à Brazzaville en février 1973, conférence à laquelle participaient les représentants de l'AID, de l'OMS, du FAC, de l'UNICEF, de PNUD,

de la BIRD et certains des pays africains Participants ainsi que les deux organisations sous-régionales d'Afrique centrale et occidentale, l'Organisation de Coordination pour la Lutte contre les Endémies en Afrique centrale (OCEAC) et l'Organisation de Coordination et de Coopération pour la Lutte contre les Grandes Endémies (OCCGE), et

ATTENDU que l'AID et l'OMS se sont mis d'accord sur le principe de participer à l'effort coordonné envisagé par la stratégie élaborée lors de la conférence de Brazzaville précitée et désirent à présent en exécution de cet Accord fournir une assistance complémentaire pour mettre en oeuvre cette stratégie,

EN CONSEQUENCE, les parties à cet Accord sont convenues ce qui suit:

I. But de l'Accord

Le but de cet Accord est de fournir un appui financier ou autre aux Pays africains Participants pour mener à bien la Phase I du projet de renforcement d'un système de prestations de services de santé publique en Afrique centrale et occidentale, tel qu'il est décrit à l'Article II de cet Accord.

II. Description du Projet

A. Ce projet est mis en oeuvre dans le cadre d'une action globale visant à coordonner et à rationaliser l'utilisation des ressources limitées des pays africains et des pays donateurs, l'objectif final étant d'étendre les prestations de services de santé aux populations d'Afrique centrale et occidentale. En associant ses efforts à ceux des autres donateurs et des organismes régionaux, le projet mettra en place un mécanisme efficace pour résoudre bon nombre des principaux problèmes de santé qui sont un objet de préoccupation pour les pays d'Afrique centrale et occidentale en recourant à: 1) une planification coordonnée, 2) la formation de la main-d'oeuvre, 3) l'élaboration d'un modèle de prestations et 4) une collecte et une analyse améliorées des données démographiques et sanitaires.

B. Conformément à la Stratégie du Rénforcement du Système de Prestations des Services de Santé publique en Afrique centrale et occidentale (acceptée en principe par les parties à cet Accord lors de la conférence qui s'est tenue à Brassaville en février 1973), les apports du projet comporteront entre autres:

1. Du personnel formé et en poste dans les service de santé africains dans les domaines suivants:

   a. planification sanitaire/évaluation
   b. gestion sanitaire/administration
   c. collecte de données, tabulation, analyse et utilisation
   d. formation du personnel de santé
   e. supervision des services de santé
   f. épidémiologie/surveillance des maladies.

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2. Mise en place d'un système de prestations sanitaires intégrées à coût peu élevé dans un ou plusieurs Pays africains Participants.

3. Modèle type d'un système de collecte et d'utilisation des données démographiques et sanitaires mis au point et utilisé dans un ou plusieurs pays.

4. Renforcement du système inter-pays existant de surveillance des maladies endémiques.

5. Renforcement du mécanisme permettant de poursuivre la planification et la coordination sanitaire régionales.

C. Le projet met en oeuvre un nouveau concept de coordination multi-latérale de gestion des programmes en créant:

1. Un Comité de Coordination du Projet comportant un Représentant de l'AID, de l'OMS et du Fonds d'Aide et de Coopération (FAC), et deux représentants de chacun des groupes francophones et anglophones des Pays africains Participants pour superviser et diriger la coordination technique et administrative, l'évaluation et la révision du programme et faire un rapport sur les activités, et
2. Un Comité responsable de la révision du projet composé d'un Représentant de chacun des Etats africains Participants et des organisations sous-régionales, OCEAC et OCCGE, et des organismes donateurs, comité qui confirmera les recommandations du Comité de Coordination et informera les parties intéressées de l'avancement du programme.

D. Le projet sera mis en oeuvre en deux phases. La phase I comportera 1) l'exploitation et la mise au point des mécanismes de coordination du projet conjoint, décrits au paragraphe II.C. ci-dessus; 2) l'amélioration des programmes d'enseignement de la planification sanitaire/gestion et des méthodes d'enseignement dans les centres de formation régionaux appropriés; 3) des cours de brève durée dans deux centres de formation régionaux à l'intention des responsables sanitaires des Etats africains Participants, cours qui porteront sur les nouveaux concepts dans le domaine de la planification et de la gestion du système sanitaire; 4) la mise en oeuvre d'une révision des systèmes de prestations sanitaires nationaux existants et, dans certains cas, le remodelage de ces systèmes; 5) la formulation et la mise à jour des plans nationaux en matière de personnel de santé sur la base d'objectifs sanitairies explicites; 6) une assistance sous forme de consultations au Centre épidémiologique régional d'Abidjan pour ce qui concerne la collecte et l'analyse des données ainsi que la formation du personnel; 7) une assistance sous forme de matériel et de fournitures à l'OCEAC et des services consultatifs à l'OCCGE pour les programmes en cours relatifs à la surveillance des maladies, la formation et l'analyse des données et 8) la planification et la préparation des activités de la Phase II.

E. Les résultats escomptés pendant la Phase II du projet comportent: 1) formation et placement adéquat de 10 spécialistes de

haut niveau et de 56 personnels de niveau intermédiaires dans le domaine de la planification et de l'évaluation sanitaire, de la gestion et de l'administration, de la collecte et de l'analyse des données et enfin de la supervision; 2) formation de 500 membres du personnel de santé, l'accent étant mis sur la prestation de services sanitaires intégrés; 3) mise sur pied dans un ou plusieurs pays d'un système de prestations sanitaires intégrés efficace et peu coûteux; 4) mise sur pied et utilisation d'un modèle type de collecte et d'analyse des données démographiques et sanitaires dans un plusieurs pays; 5) amélioration du système inter-pays de surveillance des maladies et 6) mice sur pied d'un mécanisme rodé pour planifier et coordonner la santé au niveau régional sur une base continue.

III. Contribution de l'AID

Afin d'aider les Pays africains Participants à mener à bien la première année de la Phase I du projet, l'AID s'engage, par le présent Accord, à verser un montant ne dépassant pas un maximum de 1 300 000 $.

Sous réserve de dispositions contraires et écrites de l'AID, les fonds fournis au titre de cette subvention devront être utilisés de la manière suivante:

Services techniques	652 000 $
Formation de participants	96 000 $
Matériel	472 000 $
Autres dépenses	80 000 $
Total	1 300 000 $

Dans la limite des fonds disponibles et sous réserve qu'ils soient utilisés conformément aux objectifs, l'AID pourra envisager de débloquer des fonds supplémentaires pour l'année ou les années suivantes afin de poursuivre son assistance en vue de l'exécution du projet.

IV. Utilisation des Fonds de l'AID

Sous réserve de dispositions contraires et écrites de l'AID, les fonds débloqués aux termes de l'Article III du présent Accord seront utilisés pour financer les aspects suivants:

1. Cours de brève durée donnés dans deux centres de formation régionaux à un corps de responsables de la santé, originaires d'Etats africains Participants et portant sur les nouveaux concepts de planification et de gestion du système sanitaire.
2. Consultations à court terme afin d'examiner les systèmes nationaux de prestations sanitaires et le cas échéant, de les revoir.
3. Consultations à court terme visant à formuler et mettre à jour des plans nationaux en matière de personnel de santé.

4. Formulation de plans détaillés relatifs aux programmes élargies de planification, de gestion et de formation du personnel de santé dans des centres de formation régionaux appropriés.
5. Assistance aux centres régionaux de formation—sous forme de consultation—afin d'améliorer les techniques d'enseignement des programmes en cours.
6. Assistance sous forme de consultation au Centre épidémiologique régional d'Abidjan intéressant la collecte et l'analyse des données en matière de formation de personnel.
7. Assistance sous forme de fournitures et de matériel au programme OCEAC/FAC/CDC de formation en matière de surveillance des maladies et mise sur pied de systèmes de collecte des données; assistance sous forme de consultation à un programme similaire de l'OCCGE.
8. Mise en ceuvre du projet mixte visant à assurer la coordination due mécanisme (sauf si l'assistance doit être fournie par d'autres organismes donateurs).
9. Planification et préparation des activités de la Phase II.

V. Responsabilité du Comité de Coordination du Programme et du Comité d'examen

Les Etats africains Participants conviennent par le présent Accord que le Comité de Coordination du Programme et le Comité d'Examen auront toute autorité, sous réserve des termes de leurs chartes respectives, pour agir en tant que représentants et agents des Etats africains Participants aux fins de la mise en oeuvre dudit Accord.

VI. Versement de fonds

A. Le versement des fonds accordés aux termes de l'Article III du présent Accord sera effectué directement par l'AID après accord du Comité de Coordination du Programme ou de son Représentant dûment autorisé. L'AID procédera normalement à de tels versements en émettant des engagements aux termes de cet Accord.

B. L'AID pourra, de temps à autre, publier des instructions prescrivant les procédures ayant trait à la mise en vigueur du présent Accord.

VII. Activités de l'OMS

L'OMS convient par le présent Accord de contribuer à la mise en oeuvre de la Phase I du projet; son assistance se concrétisera notamment de la façon suivante:

1. Le Bureau régional de l'OMS à Brazzaville servira de base au Secrétariat du Comité de Coordination du Programme.

2. L'OMS sera responsable de fournir au Secrétariat du Comité de Coordination du Programme le personnel et le soutien nécessaires.

3. L'OMS fournira des services de soutien pour les Réunions du

Comité de Coordination du Programme et celles du Comité d'Examen qui se tiendront au Bureau régional de l'OMS à Brazzaville.

4. L'OMS désignera un Administrateur de Liaison qui, en consultation avec le Directeur du projet de l'AID, aidera, dans la mesure où cela sera nécessaire, à la mise en oeuvre du projet.

VIII. Conditions préalables

Avant que l'AID ne procède à un quelconque versement conformément au présent Accord, les Etats africains Participants apporteront à l'AID la preuve satisfaisante à tous égards que:

1. conformément à leur charte respective, les Comités de Coordination du Programme et d'Examen du Projet ont bien été créés;

2. le Secrétariat du Comité de Coordination du Programme a bien été créé;

3. six (6) Etats africains Participants ou leurs représentants dûment autorisés ont signé ou ratifié le présent Accord.

La date limite pour satisfaire à ces conditions sera de 90 jours à compter de la date de mise en vigueur du présent Accord.

IX. Contribution et Conventions spéciales des Etats africains Participants

1. Les Etats africains Participants conviennent de mettre tout en oeuvre pour s'assurer qu'un système de prestations sanitaires efficace et peu coûteux soit mis en place dans leurs pays respectifs et qu'il reçoive priorité absolue.

2. Les Etats africains Participants prendront rapidement les dispositions nécessaires au démarrage et à la mise en oeuvre de ce projet.

3. Les Etats africains Participants participeront au travail des organes de coordination du projet et prendront les mesures nécessaires pour mettre en oeuvre les décisions de tels organes compte tenu des objectifs du projet.

4. Les Etats africains Participants procèderone à l'examen de l'efficacité et de l'efficience des systèmes de prestations sanitaires mis en place dans leurs pays respectifs.

5. Les Etats africains Participants conviennent de faire appel pour les activités sanitaires appropriées aux ressortissants de leurs pays respectifs qui auront participé intégralement aux programmes des centres régionaux de formation.

6. Le Gouvernement du Nigéria convient de continuer à apporter un soutien financier pour les dépenses afférentes aux installations physiques, au soutien logistique et aux fournitures du Centre de formation de Lagos.

7. Le Gouvernement de la République du Togo convient de continuer à apporter un soutien financier pour les dépenses afférentes aux installations physiques, au soutien logistique et aux fournitures du Centre de formation de Lomé.

8. Tout Etat africain Participant doté d'un établissement de formation utilisé subséquemment aux termes du présent Accord convient de continuer à apporter un soutien finncier pour les dépenses afférentes aux installations physiques, au soutien logistique et aux fournitures de ces établissements.

9. Les Etats africains Participants conviennent de ce qui suit:

a) Si l'AID ou toute autre organisatión publique ou privée offrant par l'intermédiaire de l'AID des facilités pour financer les opérations exécutées au titre du présent Accord dans l'un ou l'autre des Etats africains Participants, est, conformément aux lois, règlements ou procédures administratives en vigueur dans cet Etat, redevable, aux fins d'exécution du présent Accord, de droits de douane et taxes d'importation sur les biens importés dans ce pays, ledit Etat devra s'acquitter de tels droits et taxes sous réserve de dispositions contraires prévues par un Accord international susceptible d'être appliqué.

b) Si une personne quelconque (non citoyen ou résident permanent d'un Etat africain Participant) employé du Gouvernement des Etats-Unis ou d'une organisation publique ou privée sous contrat avec l'AID, ou encore d'un Etat africain Participant ou de tout autre organisme habilité par un Etat africain Participant réside dans un de ces Etats et participe aux activités que l'AID a accepté d'assurer ou de financer au titre du présent Accord, est, conformément aux lois, règlements, procédures administratives en vigueur dans cet Etat, i) redevable au Gouvernement des Etats-Unis des impôts sur le revenu ou des cotisations au titre de la sécurité sociale prélevés sur la partie imposable de son revenu; ii) redevable d'impôts fonciers sur les biens réservés à son usage personnel ou; iii) redevable de taxes ou de droits sur les biens personnels ou immobiliers importés dans un des Etats africains Participants pour son usage personnel, ces taxes, tarifs ou droits seront pris en charge par ledit Etat sous réserve de dispositions contraires prévues par un Accord international susceptible d'être appliqué.

X. Divers

A. Les Etats africains Participants, l'OMS et l'AID se consulteront aussi souvent que nécessaire pour l'exécution du présent Accord et de la mise en oeuvre des activités prévues dans cet Accord.

B. Les Etats africains Participants établiront la liaison nécessaire avec le Comité de Coordination du Programme et le Comité responsable de la Révision afin d'assurer la coopération nécessaire à la réalisation des objectifs du présent Accord.

C. Cet Accord peut être révisé par consentement mutuel écrit des parties.

D. Sous réserve de dispositions contraires et écrites de l'AID l'acquisition de biens financés par des contributions de l'AID aux termes de l'Article III du présent Accord, sera régie par la réglementa-

tion concernant les acquisitions et prévue par le Règlement No 1 de l'AID.

E. Sous réserve de dispositions contraires et écrites de l'AID, tout bien financé par l'AID conformément aux dispositions du présent Accord sera acquis par l'Etat africain Participant détenteur *in situ* du bien en question.

F. Tout bien fourni conformément aux dispositions du présent Accord sera réservé au projet jusqu'à exécution complète de ce dernier et utilisé en vue de promouvoir les objectifs du projet. De même qu'entre l'AID et un Etat africain Participant, chaque partie offrira de rendre à l'autre ou de lui rembourser tout bien obtenu grâce au financement accordé par l'autre partie contractante et qui ne serait pas utilisé conformément aux dispositions de la phrase qui précède.

G. Aucune partie des crédits alloués par l'AID au titre de cet Accord ne pourra être versée après trois ans (3) à compter de la date de l'entrée en vigueur de cet Accord à moins que cette date ne soit prorogée par l'AID après notification écrite et tous les crédits alloués au titre de l'Accord par l'AID qui n'auront pas été utilisés, reviendront à l'AID.

H. Les Etats africains Participants prendront les dispositions nécessaires pour que les fonds introduits dans leurs pays respectifs par l'AID, ou tout organisme public ou privé, dans le but de remplir les engagements pris par l'AID en vertu de cet Accord, seront convertibles dans la monnaie des Etats africains Participants au taux de change le plus élevé pratiqué légalement dans les Pays africains Participants au moment où la conversion sera effectuée.

I. L'AID ne pourra utiliser les crédits et poursuivre les opérations prévues par cet Accord que si cette utilisation est compatible avec la législation et les règlements applicables par le Gouvernement des Etats-Unis.

J. Les différentes parties auront le droit à tout moment de contrôler les opérations menées dans le cadre de cet Accord. Ces parties y compris les représentants de l'AID ou le Contrôleur général des Etats-Unis, pendant la période couverte par la subvention et trois ans après l'achèvement du projet, auront en outre le droit:

1) d'examiner tous les biens obtenus par le financement de ladite partie partout où ces biens sont situés;
2) d'inspecter et de vérifier tout document et comptes relatifs aux fonds versés ou aux biens et services contractuels obtenus grâce au financement de ladite partie aux termes de cet Accord, là où ces documents se trouvent ou sont conservés. Chacune des parties, lorsqu'elle décidera de céder un bien financé par une autre partie aux termes de cet Accord de subvention feront en sorte que les droits d'examen, d'inspection et de vérification, décrits dans la phrase ci-dessus, soient réservés à la partie ayant financé l'achat de ces biens.

K. Les documents financiers, y compris la documentation à l'appui des écritures figurant sur les pièces comptables et pour justifier les

imputations à la subvention, seront conservés conformément aux pratiques comptables généralement admises. Ces documents devront être conservés et ne pourront être détruits ou enlevés durant les trois (3) années qui suivront le paiement final prévu par cet Accord ou, si des questions sont soulevées au sujet des dépenses lors de la vérification des comptes ou pour une autre raison pendant cette période, aussi longtemps que toutes ces questions n'auront pas été résolues. Si l'AID établit que les versements ou débours imputés à cette subvention n'ont pas été effectués ou utilisés dans un Etat africain Participant selon les termes de cet Accord, cet Etat africain Participant s'engage à rembourser l'AID dudit montant dans les 30 jours qui suivront la réception d'une requête à cet effet, sous réserve que la requête de l'AID ne soit formulée plus de cinq ans après le versement final prévu par cette subvention.

L. L'OMS, l'AID et les Etats africains Participants se tiendront au courant de l'état du projet ainsi que de sa planification et de sa mise en oeuvre et ils soumettront les rapports relatifs au programme à la requête de l'une ou de l'autre partie et chaque fois qu'il sera nécessaire.

M. L'une ou l'autre des parties pourra mettre un terme à cet Accord par notification écrite de son intention de le dénoncer trente jours (30) avant la date retenue. La dénonciation de cet Accord par l'AID ou l'OMS mettra fin aux obligations de l'une ou l'autre des parties concernant les contributions prévues par cet Accord, hormis les paiements qu'elles sont tenues d'effectuer à la suite d'engagements irrévocables passés avec des tiers avant la dénonciation de cet Accord. La dénonciation de cet Accord par l'un des Etats africains Participants mettra fin à l'obligation de cet Etat de payer sa quote part, hormis les paiements qu'il est tenu d'effectuer aux termes des engagements irrévocables conclus avec des tiers avant la dénonciation de cet Accord. Il est formellement entendu que toutes les autres obligations prévues par cet Accord resteront en vigueur après cette dénonciation.

N. Lorsque le projet arrivera à son terme, un rapport d'achèvement sera établi et singé par les représentants habilités de l'AID, de l'OMS et des Etats africains Participants et soumis à l'AID, à l'OMS et aux Etats africains Participants. Le rapport d'achèvement comportera un résumé des contributions apportées effectivement au projet par chacune des parties à cet Accord et un compte rendu des activités menées, l'objectif atteint et les données fondamentales y afférant. L'AID et les Etats africains Participants fourniront à l'autre partie les renseignements qui peuvent être nécessaires pour déterminer la nature et l'ampleur des opérations prévues par cet Accord et pour évaluer leur efficacité.

O. Dans les soixante jours (60) qui suivront la validation ou la ratification de cet Accord, chaque Etat africain Participant fournira par écrit à l'AID et à l'OMS, le nom de la personne ou de l'organisme qui sera responsable de la mise en oeuvre de ce projet.

P. Cet Accord est préparé en anglais et en français, la version anglaise faisant foi pour l'interprétation des clauses.

TIAS 8597

Q. Les Pays africains Participants garantissent qu'aucune personne ou firme commerciale n'a été employée ou engagée pour solliciter ou obtenir cette subvention, à la suite d'un contrat ou sous réserve d'une commission, d'un pourcentage, de frais de courtage ou de gratifications.

R. Les Etats africians Participants acceptent de prendre toutes les mesures qui pourraient être nécessaires pour faciliter l'entrée et les déplacements dans leurs pays respectifs des personnes devant assumer des tâches, remplir des fonctions et rendre les services prévus par cet Accord.

S. A moins que l'AID n'en dispose autrement par écrit, les services, le matériel et les matériaux financés aux termes de cet Accord auront été produits et manufacturés aux Etats-Unis d'Amérique.

T. Les autres parties à cet Accord s'engagent à subroger l'AID, si elle en exprime la demande, pour toute action en justice que l'une ou l'autre des parties pourrait devoir intenter contre un sous-traitant pour défaut d'exécution d'un contrat financé entièrement ou en partie sur des crédits fournis par l'AID conformément au présent Accord.

U. Aucun membre ou délégué du Congrès des Etats-Unis d'Amérique ou de fonctionnaire résident des Etats-Unis d'Amérique ne sera autorisé à prendre part à cet Accord ou à bénéficier des avantages qui pourraient en découler.

V. Si, à tout moment, il est établi que cet Accord, pour des raisons liées à son exécution, sa ratification ou son approbation par ou au nom d'un ou des Etats africains Participants, n'engage pas juridiquement l'un de ces Etats, l'Accord n'en restera pas moins en vigueur pour toutes les autres parties.

XI. Date effective—Validation

A. Cet Accord entrera en vigueur dès qu'il aura été validé ou ratifié par l'AID, l'OMS et les Pays africains Participants ou les Représentants autorisés.

B. Aux termes de cet Accord, il ne sera procédé à aucun versement qui profiterait directement à un Etat non-signataire.

En foi de quoi, le présent Accord a été signé et ratifié par les représentants dûment autorisés des Etats-Unis d'Amérique, de l'OMS et des Etats africains Participants.

L'Agence pour le Développement international

Par : [illegible]

Titre : Chief, US Delegation

Date : 26 March '75

L'Organisation mondiale de la Santé

Par : [illegible]

Titre : Dr Comlan A.A. Quenum
Directeur régional

Date : 26. III. 1975

Les Gouvernements de :

LA REPUBLIQUE UNIE DU CAMEROUN

Par : _____

Titre : _____

Date : _____

LA REPUBLIQUE CENTRAFRICAINE

Par : _____

Titre : _____

Date : _____

LA REPUBLIQUE DU TCHAD

Par : _____

Titre : _____

Date : _____

LA REPUBLIQUE POPULAIRE DU CONGO

Par : _____

Titre : _____

Date : _____

LA REPUBLIQUE DU DAHOMEY

Par _____

Titre · _____

Date _____

LA GUINEE EQUATORIALE

Par · _____

Titre _____

Date · _____

LA REPUBLIQUE DU GABON

Par : _____

Titre · _____

Date _____

LA REPUBLIQUE DE GAMBIE

Par · _____

Titre : _____

Date _____

LE GHANA

Par · _____

Titre _____

Date _____

LA REPUBLIQUE DE GUINEE

Par _____

Titre _____

Date · _____

LA REPUBLIQUE DE COTE D'IVOIRE

Par _____

Titre _____

Date _____

LA REPUBLIQUE DU LIBERIA

Par · _____

Titre · _____

Date · _____

LA REPUBLIQUE DU MALI

Par · _____

Titre · _____

Date · _____

LA REPUBLIQUE ISLAMIQUE DE MAURITANIE

Par _____

Titre . _____

Date · _____

LA REPUBLIQUE DU NIGER

Par · _____

Titre · _____

Date · _____

LA REPUBLIQUE FEDERALE DU NIGERIA

Par _____

Titre · _____

Date _____

LA REPUBLIQUE DU SENEGAL

Par · _____

Titre _____

Date _____

LA SIERRA LEONE

Par _____

Titre _____

Date · _____

LA REPUBLIQUE DU TOGO

Par : _____

Titre : _____

Date : _____

LA REPUBLIQUE DE HAUTE VOLTA

Par : _____

Titre : _____

Date · _____

[AMENDING AGREEMENT]

AGREEMENT

FOR

PHASE I OF THE PROJECT FOR THE STRENGTHENING OF PUBLIC HEALTH DELIVERY SYSTEMS IN CENTRAL AND WEST AFRICA

AMONG

THE UNITED STATES OF AMERICA

AND

THE WORLD HEALTH ORGANIZATION

AND

GOVERNMENTS OF CENTRAL AND WEST AFRICA

(AMENDMENT NO. 1)

Effective date: [JUNE 24, 1976]

Project: 625-11-590-904

TIAS 8597

AGREEMENT FOR PHASE I FOR THE PROJECT FOR THE STRENGTHENING OF PUBLIC HEALTH DELIVERY SYSTEMS IN CENTRAL AND WEST AFRICA

(Amendment No. 1)

The agreement for Phase I of the Project for the Strengthening of Public Health Delivery Systems in Central and West Africa, by and among the United States of America, acting through the Agency for International Development, the World Health Organization, and governments of Central and West Africa, is amended by the parties thereto, as follows:

I. Amendments to Article III.

A. The first paragraph of Article III of the Agreement, "Contribution of A.I.D.", is amended by striking the words and numerical amount "One Million Three Hundred Thousand United States dollars ($1,300,000)" and substituting therefor the following: "Two Million Three Hundred Thirty Thousand United States dollars ($2,330,000)."

B. The second paragraph of Article III is amended by striking the budget set forth therein and substituting the following:

"U.S. Technical Services	$927,000
Participant Training	294,000
Commodities	922,000
Other Costs	187,000
	$2,330,000"

II. Amendment to Article IV.

Article IV of the Agreement, "Use of A.I.D. Funds," is amended by adding at the end thereof, the following Item 10, as follows:

"10. Project staff and field office at Abidjan, Ivory Coast."

III. All other provisions of the abovementioned Agreement, effective April 19, 1975, shall remain in full force and effect.

IV. Effective Date of Amendment—Execution.

A. This Amendment shall be effective upon execution or ratification by A.I.D., WHO, and two Participating African States or their representatives.

B. No disbursement shall be made pursuant to this Amendment which directly benefits a State not a signatory thereto.

C. If, at any time, it is determined that this Amendment, for any reason relating to its execution, ratification, or approval by or on behalf of any Participating African State or States is not legally binding upon such State or States, the Amendment shall nevertheless remain in full force and effect as to all other parties.

IN WITNESS WHEREOF, the United States of America, WHO, and the Participating African States, each acting through its duly authorized representative, have caused this Amendment to be signed or ratified in their names.

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

BY: [illegible]

TITLE: Handy Deputy Officer

DATE: 22. VI. 1976

THE WORLD HEALTH ORGANIZATION

BY: [illegible]

TITLE: Dr Comlan A.A. Quenum
Directeur régional

DATE: 22. VI. 1976

WORLD HEALTH ORGANIZATION ORGANISATION MONDIALE DE LA SANTÉ

THE REPUBLIC OF BENIN

BY: _____

TITLE _____

DATE: _____

THE UNITED REPUBLIC OF CAMEROON

BY: FOKAM KAMGA P...

TITLE: LE MINISTRE

DATE: 26 JUIN 1976

THE CENTRAL AFRICAN REPUBLIC

BY: A. D. Nagafe'.

TITLE: MINISTRE DE LA SANTE PUBLIQUE

DATE: LE 24 JUIN 1976

THE REPUBLIC OF CHAD

BY: _____

TITLE: _____

DATE: _____

THE PEOPLES REPUBLIC OF CONGO

BY: _____

TITLE: Anne-A. SOUEKAS

DATE: 22 JUIN 1976

EQUATORIAL GUINEA

BY: _____

TITLE: _____

DATE: _____

THE REPUBLIC OF GABON

BY: _____

TITLE _____

DATE: _____

28-843 O - 78 - 82

THE REPUBLIC OF GAMBIA

BY: Peter D. Zirkins

TITLE: Director of Medical Services,

DATE: 3rd July, 1976

GHANA

BY: _____

TITLE. _____

DATE: _____

THE REPUBLIC OF GUINEA

BY: _____

TITLE: _____

DATE: _____

THE REPUBLIC OF IVORY COAST

BY: _____

TITLE: _____

DATE: _____

THE REPUBLIC OF LIBERIA

BY: _____

TITLE: _____

DATE: _____

THE REPUBLIC OF MALI

BY: _____

TITLE: _____

DATE: _____

THE ISLAMIC REPUBLIC OF MAURITANIA

BY. _____

TITLE: _____

DATE: _____

THE REPUBLIC OF NIGER

BY: _____

TITLE: _____

DATE: _____

NIGERIA

BY: _____

TITLE: _____

DATE: _____

THE REPUBLIC OF SENEGAL

BY: _____

TITLE: _____

DATE: _____

SIERRA LEONE

BY: _____

TITLE: _____

DATE: _____

THE REPUBLIC OF TOGO

BY: _____

TITLE: _____

DATE: _____

THE REPUBLIC OF UPPER VOLTA

BY: Le Directeur Général de la Santé Publique de la Population et des Affaires Sociales

TITLE: Docteur KYELEM J.M.

DATE: 1 juillet 1976.

ACCORD PORTANT SUR

LA PHASE I DU PROJET DE RENFORCEMENT DES SYSTEMES DE PRESTATION DES SERVICES DE SANTE PUBLIQUE EN AFRIQUE CENTRALE ET OCCIDENTALE

ENTRE

LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE, L'ORGANISATION MONDIALE DE LA SANTE

ET

DES GOUVERNEMENTS D'AFRIQUE CENTRALE ET OCCIDENTALE

AMENDEMENT N° 1

Date d'entrée en vigueur: 24 JUIN 1976

Project: 625-11-590-904

ACCORD PORTANT SUR LA PHASE I DU PROJET DE RENFORCEMENT DES SYSTEMES DE PRESTATION DES SERVICES DE SANTE PUBLIQUE EN AFRIQUE CENTRALE ET OCCIDENTALE

(Amendement No 1)

L'Accord portant sur la Phase I du Projet de renforcement des systèmes de prestation des services de sant publique en Afrique centrale et occidentale, conclu entre les Etats-Unis d'Amérique, représentés par l'Agence pour le Développement international, l'Organisation mondiale de la Santé et des gouvernements d'Afrique centrale et occidentale, est modifié par les parties audit Accord de la manière suivante:

I. Amendements à l'Article III.

A. Le premier paragraphe de l'Article III de l'Accord: "Contribution de l'A.I.D.", est modifié par l'élimination du montant de 1.300,000 $, le remplaçant par ce qui suit: "Deux millions trois cent trente mille dollars des Etats-Unis ($2.330.000)."

B. Le deuxième paragraphe de l'Article III est modifié en remplaçant le détail du budget par ce qui suit:

"Services techniques américains	$927. 000
Formation de participants	294. 000
Matériel	922. 000
Autres coûts	187. 000
	$2. 330. 000"

II. Amendement à l'Article IV.

L'Article IV de l'Accord: "Utilisation des fonds de l'A.I.D.", est modifié en ajoutant à la fin le Point 10 suivant:

"10. Personnel du Projet et bureau local à Abidjan, Côte-d'Ivoire."

III. Toutes les autres dispositions de l'Accord susmentionné, entré en vigueur le 19 avril 1975, demeurent pleinement en vigueur et conservent tous les effets.

IV. Date effective de l'Amendement—Validation

A. Le présent amendement prendra effet dès qu'il aura été validé ou ratifié par l'AID, l'OMS et deux Etats africains participants ou leurs représentants.

B. Aucun décaissement dont profiterait directement un Etat non signataire du présent Amendement ne sera effectué au titre dudit Amendement.

C. Si, à tout moment, il est déterminé que le présent Amendement, pour une raison quelconque concernant sa validation, sa ratification

ou son approbation par tout Etat ou tous Etats africains participants, n'est pas légalement obligatoire pour ledit Etat ou lesdits Etats, l'Amendement demeurera néanmoins pleinement en vigueur, avec tous ses effets, pour toutes les autres parties.

EN FOI DE QUOI, les Etats-Unis d'Amérique, l'OMS et les Etats africains participants, chacun agissant par l'intermédiaire de leur représentant dûment autorisé, ont fait procéder à la validation ou à la ratification du présent Amendement en leur nom.

L'AGENCE POUR LE DEVELOPPEMENT INTERNATIONAL

PAR: Thomas O. Marshall

TITRE: Header, Based Office

DATE: 22. VI. 1976

L'ORGANISATION MONDIALE DE LA SANTE

PAR:

TITRE: Dr Comlan A.A. Quenum
Directeur régional

DATE: 22. VI. 1976

WORLD HEALTH ORGANIZATION
ORGANISATION MONDIALE DE LA SANTÉ

LA REPUBLIQUE DU BENIN

PAR: _____

TITRE: _____

DATE: _____

LA REPUBLIQUE UNIE DU CAMEROUN

PAR: FOKAM KAMGA Paul

TITRE: Le MINISTRE

DATE: 26 JUIN 1976

LA REPUBLIQUE CENTRAFRICAINE

PAR: A. D. Ragafe'

TITRE: MINISTRE DE LA SANTE PUBLIQUE

DATE: LE 24 JUIN 1976

LA REPUBLIQUE DU TCHAD

PAR: _____

TITRE: _____

DATE: _____

DATE: _____

LA REPUBLIQUE POPULAIRE DU CONGO

PAR: _____

TITRE: Aimé-A. BOUEKASSA

DATE: 22 JUIN 1976

LA GUINEE EQUATORIALE

PAR: _____

TITRE: _____

DATE: _____

THE REPUBLIC OF GAMBIA

BY: Peter D. Wilson

TITLE: Director of Medical Services,

DATE: 3rd July, 1976

GHANA

BY: _____

TITLE: _____

DATE: _____

THE REPUBLIC OF GUINEA

BY: _____

TITLE: _____

DATE: _____

THE REPUBLIC OF IVORY COAST

BY: _____

TITLE: _____

DATE: _____

THE REPUBLIC OF LIBERIA

BY: _____

TITLE: _____

DATE: _____

LA REPUBLIQUE DU LIBERIA

PAR: _____

TITRE: _____

DATE: _____

LA REPUBLIQUE DU MALI

PAR: _____

TITRE: _____

DATE: _____

LA REPUBLIQUE ISLAMIQUE DE MAURITANIE

PAR: _____

TITRE: _____

DATE: _____

LA REPUBLIQUE DU NIGER

PAR: _____

TITRE: _____

DATE: _____

LA REPUBLIQUE FEDERALE DU NIGERIA

PAR: _____

TITRE: _____

DATE: _____

TIAS 8597

LA REPUBLIQUE DU SENEGAL

PAR: _____

TITRE: _____

DATE: _____

LA SIERRA LEONE

PAR: _____

TITRE: _____

DATE: _____

LA REPUBLIQUE DU TOGO

PAR: _____

TITRE: _____

DATE: _____

LA REPUBLIQUE DE HAUTE VOLTA

PAR: Le Directeur Général de la Santé Publique de la Population et des Affaires Sociales

TITRE: Docteur KYELEM J.M.

DATE: 1 juillet 1976