United States Treaties and Other International Agreements

VOLUME 31

IN SIX PARTS

Part 6

1979

Compiled, edited, indexed, and published by authority of law (1 U.S.C. § 112a) under the direction of the Secretary of State

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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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PEOPLE'S REPUBLIC OF CHINA

Trade Relations

Agreement signed at Beijing July 7, 1979;
Entered into force February 1, 1980.

AGREEMENT ON TRADE RELATIONS

BETWEEN

THE UNITED STATES OF AMERICA

AND

THE PEOPLE'S REPUBLIC OF CHINA

The Government of the United States of America and the Government of the People's Republic of China;

Acting in the spirit of the Joint Communique on the Establishment of Diplomatic Relations between the United States of America and the People's Republic of China; [1]

Desiring to enhance friendship between both peoples;

Wishing to develop further economic and trade relations between both countries on the basis of the principles of equality and mutual benefit as well as nondiscriminatory treatment;

Have agreed as follows:

ARTICLE I

1. The Contracting Parties undertake to adopt all appropriate measures to create the most favorable conditions for strengthening, in all aspects, economic and trade relations between the two countries so as to promote the continuous, long-term development of trade between the two countries.

[1] *Department of State Bulletin*, January, 1979, p. 25.

2. In order to strive for a balance in their economic interests, the Contracting Parties shall make every effort to foster the mutual expansion of their reciprocal trade and to contribute, each by its own means, to attaining the harmonious development of such trade.

3. Commercial transactions will be effected on the basis of contracts between firms, companies and corporations, and trading organizations of the two countries. They will be concluded on the basis of customary international trade practice and commercial considerations such as price, quality, delivery and terms of payment.

ARTICLE II

1. With a view to establishing their trade relations on a nondiscriminatory basis, the Contracting Parties shall accord each other most-favored-nation treatment with respect to products originating in or destined for the other Contracting Party, i.e., any advantage, favor, privilege, or immunity they grant to like products originating in or destined for any other country or region, in all matters regarding:

(A) Customs duties and charges of all kinds applied to the import, export, re-export or transit of products, including the rules, formalities and procedures for collection of such duties and charges;

(B) Rules, formalities and procedures concerning customs clearance, transit, warehousing and transshipment of imported and exported products;

(C) Taxes and other internal charges levied directly or indirectly on imported or exported products or services;

(D) All laws, regulations and requirements affecting all aspects of internal sale, purchase, transportation, distribution or use of imported products; and

(E) Administrative formalities for the issuance of import and export licenses.

2. In the event either Contracting Party applies quantitative restrictions to certain products originating in or exported to any third country or region, it shall afford to all like products originating in or exported to the other country treatment which is equitable to that afforded to such third country or region.

3. The Contracting Parties note, and shall take into consideration in the handling of their bilateral trade relations, that, at its current state of economic development, China is a developing country.

4. The principles of Paragraph 1 of this Article will be applied by the Contracting Parties in the same way as they are applied under similar circumstances under any multilateral trade agreement to which either Contracting Party is a party on the date of entry into force of this Agreement.

5. The Contracting Parties agree to reciprocate satisfactorily concessions with regard to trade and services, particularly tariff and non-tariff barriers to trade, during the term of this Agreement.

ARTICLE III

For the purpose of promoting economic and trade relations between their two countries, the Contracting Parties agree to:

(A) Accord firms, companies and corporations, and trading organizations of the other Party treatment no less favorable than is afforded to any third country or region;

(B) Promote visits by personnel, groups and delegations from economic, trade and industrial circles; encourage commercial exchanges and contacts; and support the holding of fairs, exhibitions and technical seminars in each other's country;

(C) Permit and facilitate, subject to their respective laws and regulations and in accordance with physical possibilities, the stationing of representatives, or the establishment of business offices, by firms, companies and corporations, and trading organizations of the other Party in its own territory; and

(D) Subject to their respective laws and regulations and physical possibilities, further support trade promotions and improve all conveniences, facilities and related services for the favorable conduct of business activities by firms, companies and corporations, and trading organizations of the two countries, including various facilities in respect of office space and residential housing, telecommunications, visa issuance, internal business travel,

customs formalities for entry and re-export of personal effects, office articles and commercial samples, and observance of contracts.

ARTICLE IV

The Contracting Parties affirm that government trade offices contribute importantly to the development of their trade and economic relations. They agree to encourage and support the trade promotion activities of these offices. Each Party undertakes to provide facilities as favorable as possible for the operation of these offices in accordance with their respective physical possibilities.

ARTICLE V

1. Payments for transactions between the United States of America and the People's Republic of China shall either be effected in freely convertible currencies mutually accepted by firms, companies and corporations, and trading organizations of the two countries, or made otherwise in accordance with agreements signed by and between the two parties to the transaction. Neither Contracting Party may impose restrictions on such payments except in time of declared national emergency.

2. The Contracting Parties agree, in accordance with their respective laws, regulations and procedures, to facilitate the availability of official export credits on the most favorable terms appropriate under the circumstances for transactions in support of economic and technological projects and products between firms, companies and corporations, and

trading organizations of the two countries. Such credits will be the subject of separate arrangements by the concerned authorities of the two Contracting Parties.

3. Each Contracting Party shall provide, on the basis of most-favored-nation treatment, and subject to its respective laws and regulations, all necessary facilities for financial, currency and banking transactions by nationals, firms, companies and corporations, and trading organizations of the other Contracting Party on terms as favorable as possible. Such facilities shall include all required authorizations for international payments, remittances and transfers, and uniform application of rates of exchange.

4. Each Contracting Party will look with favor towards participation by financial institutions of the other country in appropriate aspects of banking services related to international trade and financial relations. Each Contracting Party will permit those financial institutions of the other country established in its territory to provide such services on a basis no less favorable than that accorded to financial institutions of other countries.

ARTICLE VI

1. Both Contracting Parties in their trade relations recognize the importance of effective protection of patents, trademarks and copyrights.

2. Both Contracting Parties agree that on the basis of reciprocity legal or natural persons of either Party may apply for registration of trademarks and acquire exclusive

rights thereto in the territory of the other Party in accordance with its laws and regulations.

3. Both Contracting Parties agree that each Party shall seek, under its laws and with due regard to international practice, to ensure to legal or natural persons of the other Party protection of patents and trademarks equivalent to the patent and trademark protection correspondingly accorded by the other Party.

4. Both Contracting Parties shall permit and facilitate enforcement of provisions concerning protection of industrial property in contracts between firms, companies and corporations, and trading organizations of their respective countries, and shall provide means, in accordance with their respective laws, to restrict unfair competition involving unauthorized use of such rights.

5. Both Contracting Parties agree that each Party shall take appropriate measures, under its laws and regulations and with due regard to international practice, to ensure to legal or natural persons of the other Party protection of copyrights equivalent to the copyright protection correspondingly accorded by the other Party.

ARTICLE VII

1. The Contracting Parties shall exchange information on any problems that may arise from their bilateral trade, and shall promptly hold friendly consultations to seek mutually satisfactory solutions to such problems. No action shall be taken by either Contracting Party before such consultations are held.

2. However, if consultations do not result in a mutually satisfactory solution within a reasonable period of time, either Contracting Party may take such measures as it deems appropriate. In an exceptional case where a situation does not admit any delay, either Contracting Party may take preventive or remedial action provisionally, on the condition that consultation shall be effected immediately after taking such action.

3. When either Contracting Party takes measures under this Article, it shall ensure that the general objectives of this Agreement are not prejudiced.

ARTICLE VIII

1. The Contracting Parties encourage the prompt and equitable settlement of any disputes arising from or in relation to contracts between their respective firms, companies and corporations, and trading organizations, through friendly consultations, conciliation or other mutually acceptable means.

2. If such disputes cannot be settled promptly by any one of the above-mentioned means, the parties to the dispute may have recourse to arbitration for settlement in accordance with provisions specified in their contracts or other agreements to submit to arbitration. Such arbitration may be conducted by an arbitration institution in the United States of America, the People's Republic of China, or a third country. The arbitration rules of procedure of the relevant arbitration institution are applicable, and the arbitration rules of the United Nations Commission on International Trade Law

recommended by the United Nations, or other international arbitration rules, may also be used where acceptable to the parties to the dispute and to the arbitration institution.

3. Each Contracting Party shall seek to ensure that arbitration awards are recognized and enforced by their competent authorities where enforcement is sought, in accordance with applicable laws and regulations.

ARTICLE IX

The provisions of this Agreement shall not limit the right of either Contracting Party to take any action for the protection of its security interests.

ARTICLE X

1. This Agreement shall come into force on the date on which the Contracting Parties have exchanged notifications that each has completed the legal procedures necessary for this purpose,[1] and shall remain in force for three years.

2. This Agreement shall be extended for successive terms of three years if neither Contracting Party notifies the other of its intent to terminate this Agreement at least thirty (30) days before the end of a term.

3. If either Contracting Party does not have domestic legal authority to carry out its obligations under this Agreement, either Contracting Party may suspend application of this Agreement, or, with the agreement of the other Contracting Party, any part of this Agreement. In that event,

[1] Feb. 1, 1980.

the Parties will seek, to the fullest extent practicable in accordance with domestic law, to minimize unfavorable effects on existing trade relations between the two countries.

4. The Contracting Parties agree to consult at the request of either Contracting Party to review the operation of this Agreement and other relevant aspects of the relations between the two Parties.

In witness whereof, the authorized representatives of the Contracting Parties have signed this Agreement.

Done at Beijing in two original copies this 7th day of July, 1979, in English and Chinese, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA

Leonard Woodcock [1]

FOR THE PEOPLE'S REPUBLIC OF CHINA

李强 [2]

[1] Leonard Woodcock.
[2] Li Qiang.

90-881 O - 83 - 2

本协定的执行情况以及双边关系中的其它有关情况。

为此，缔约双方的受权代表签署本协定以昭信守。

本协定于一九七九年七月 X 日在北京签订，共两份，每份都用英文和中文写成，两种文本具有同等效力。

美利坚合众国代表　　中华人民共和国代表

Leonard Woodcock　　李先念

以由美利坚合众国、中华人民共和国或第三国的仲裁机构进行。仲裁采用各该仲裁机构的仲裁程序规则，也可以在争议双方和仲裁机构同意的情况下，采用联合国推荐的联合国国际贸易法委员会仲裁规则，或其它国际仲裁规则。

三、缔约各方应设法保证由被声请执行仲裁裁决的国家的主管当局，根据适用的法律和规章，承认并执行仲裁裁决。

第 九 条

本协定的规定对缔约任何一方为保护其安全利益所采取的任何行动的权利并无限制之意。

第 十 条

一、本协定自缔约双方相互通知各自业已完成协定生效的必要法律手续之日起生效，有效期为三年。

二、缔约任何一方如未在有效期满前至少三十天将终止本协定的意愿通知对方，则本协定有效期延长三年，此后仍可依此方法延长。

三、如果缔约任何一方对履行本协定项下的义务不拥有国内法律权力时，则缔约任何一方均可中止本协定的实施，或者征得缔约另一方同意后中止本协定任何部分的实施。如果出现这种情况，双方将在切实可行的、符合国内法律的最大范围内，设法使其对两国现有的贸易关系的不利影响减少到最低程度。

四、缔约双方同意在任何一方要求下，应进行协商，以便检查

四、缔约双方应允许和便利两国商号、公司和贸易组织所签订的合同中有关保护工业产权条款的执行，并应根据各自的法律，对未经授权使用此种权利而进行不公正的竞争活动加以限制。

五、缔约双方同意应采取适当措施，以保证根据各自的法律和规章并适当考虑国际做法，给予对方的法人或自然人的版权保护，应与对方给予自己的此类保护相适应。

第 七 条

一、对于双边贸易中可能出现的问题，双方应互通情况，并应迅即进行友好协商，以寻求双方满意的解决办法。任何一方不得在协商之前采取措施。

二、然而，如果在合理的期限内通过协商不能取得双方满意的解决，则任何一方可以采取它认为适当的措施，或者迁到形势不容任何拖延的例外情况，缔约任何一方可临时采取予防或补救措施，但以采取这种行动后必须立即进行协商为条件。

三、当缔约任何一方采取本条所述的措施时，该方应保证不损及本协定的总目标。

第 八 条

一、缔约双方对两国的商号、公司和贸易组织间签订的合同所引起的或与其有关的任何争议，鼓励其通过友好协商、调解或其他双方均可接受的方式，迅速公平解决。

二、如果此类争议按照上述方式之一不能迅速解决，争议双方可以根据合同规定的条款或仲裁协议，提请仲裁解决。此类仲裁可

这种支付施加限制。

二、缔约双方同意根据各自的法律、规章和程序，在支持两国商号、公司和贸易组织间进行经济技术项目和产品的交易方面，根据具体情况对提供适当的最优惠条件的官方出口信贷给予便利。此类信贷将由缔约双方有关当局另行安排。

三、缔约各方应在最惠国待迁的基础上，并根据各自的法律和规章，对于缔约另一方的国民、商号、公司和贸易组织所进行的金融财务、货币和银行交易，按尽可能优惠的条件提供一切必要的便利。这些便利应包括国际支付、汇款、调拨所需要的一切授权和使用统一汇价。

四、缔约各方对另一方的金融机构在参与有关国际贸易和金融关系的适当的银行业务活动方面给以有利的考虑。每方在不低于向其它国家的金融机构所提供的优惠的基础上，对建立在其本国领土内的另一方的金融机构允许其进行这种业务。

第 六 条

一、缔约双方承认在其贸易关系中有效保护专利、商标和版权的重要性。

二、缔约双方同意在互惠基础上，一方的法人和自然人可根据对方的法律和规章申请商标注册，并获得这些商标在对方领土内的专用权。

三、缔约双方同意应设法保证，根据各自的法律并适当考虑国际做法，给予对方的法人或自然人的专利和商标保护，应与对方给予自己的此类保护相适应。

一、向对方的商号、公司和贸易组织提供的待迁不低于给予任何第三国或地区的待迁；

二、促进经济、贸易和工业界人员、小组和代表团的往来；鼓励商业性交流和接触；赞助相互在对方国家内举办博览会、展览会和技术坐谈会；

三、按照各自的法律和规章以及实际可能，允许和便利对方的商号、公司和贸易组织在本国领土内派驻常驻代表或设立商务办事处；

四、根据各自的法律和规章以及实际可能，进一步支持贸易促进活动，并改善两国商号、公司和贸易组织间更好地从事业务活动的各种便利和设施以及与此有关的劳务的提供，其中包括办公用房、住宅、电讯、签证、国内公务旅行和办理个人用品、办公用品和商业性样品的入出境海关手续以及履行合同方面的各种便利。

第四条

缔约双方认定政府贸易机构对发展它们之间的贸易和经济关系起重要作用。双方同意对这些机构的贸易促进活动给予鼓励和支持，并根据各自的实际可能对这些机构的业务活动提供尽可能有利的便利。

第五条

一、美中两国间的交易支付，以两国的商号、公司和贸易组织同意的、可以自由兑换的货币办理，或按照交易双方所签订的合同办理。除在已宣告国家紧急状态的时间以外，缔约任何一方都不得对

所给予的各种利益、优惠、特权或豁免：

（一）对进口、出口、转口和过境货物的所适用的关税和各种费用以及征收此类关税和费用的规章、手续和程序；

（二）有关进口货物和出口货物的报关、过境、仓储和转运的规章、手续和程序；

（三）对进出口货物或劳务所征收的直接或间接的国内税以及其它国内费用；

（四）有关涉及进口货物在国内销售、购买、运输、分配或使用等各方面的一切法律、规章和要求；

（五）发放进出口许可证的行政手续。

二、缔约任何一方如对来自或输出至第三国或地区的某些产品实施数量限制时，则该方对来自或输出至缔约另一方国家的同类产品，应给予同它已经给予第三国或地区的待迁相比是公平的待迁。

三、缔约双方注意到，并在处理双边贸易关系中应考虑到，中国在其经济发展现阶段是一个发展中国家。

四、缔约任何一方自本协定生效之日起，已成为任何多边贸易协定的成员国，本条第一款的原则，在类似情况下，则按照所参加的多边贸易协定所规定的原则同样予以适用。

五、缔约双方同意在本协定有效期内，一方在贸易和劳务方面，特别是关税和非关税壁垒方面的减让，对方应给予满意的报答。

第 三 条

为了促进两国的经济贸易关系，缔约双方同意：

美利坚合众国和中华人民共和国贸易关系协定

美利坚合众国政府和中华人民共和国政府，根据《美利坚合众国和中华人民共和国关于建立外交关系的联合公报》的精神，为了加强两国人民的友谊，以及在平等互利和非歧视性待遇原则的基础上，进一步发展两国间的经济贸易关系，议定如下：

第 一 条

一、缔约双方同意采取一切适当的措施，为在各方面加强两国经济贸易关系创造最好的条件，以促进两国贸易持续和长期的发展。

二、为了力争双方经济利益的平衡，缔约双方应尽一切努力促进双边贸易的相互扩大，并按照各自的方法为获得双边贸易的协调发展作出贡献。

三、商业性交易在两国商号、公司和贸易组织间的合同的基础上进行，这些合同在国际贸易惯例以及价格、质量、交货期和支付条件等商业方面的考虑的基础上签订。

第 二 条

一、为了使两国贸易关系建立在非歧视性基础上，缔约双方对来自或输出至对方的产品应相互给予最惠国待遇，即对上述产品相互给予对来自或输出至任何其他国家或地区的同类产品在下列方面

EGYPT

Telecommunications

Agreement signed at Cairo August 29, 1979;
Entered into force August 29, 1979.

Project No. 263-0075

PROJECT
GRANT AGREEMENT
AMONG
THE ARAB REPUBLIC OF EGYPT,
THE UNITED STATES OF AMERICA,
THE MINISTRY OF COMMUNICATIONS
AND
THE ARAB REPUBLIC OF EGYPT TELECOMMUNICATIONS
ORGANIZATION
FOR
TELECOMMUNICATIONS II

Dated: August 29, 1979

Project Grant Agreement

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[1] Not printed herein. For text, see TIAS 8830; 29 UST 501.

PROJECT GRANT AGREEMENT DATED: AUGUST 29, 1979 AMONG THE ARAB REPUBLIC OF EGYPT ("GRANTEE"), THE MINISTRY OF COMMUNICATIONS, THE ARAB REPUBLIC OF EGYPT TELECOMMUNICATIONS ORGANIZATION ("ARETO") AND THE UNITED STATES OF AMERICA, ACTING THROUGH THE AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE 1: The Agreement.

The purpose of this Agreement is to set out the understandings of the Parties named above ("Parties") with respect to the undertaking by the Grantee of the Project described below, and with respect to the financing of the Project by the Parties.

ARTICLE 2: The Project.

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will consist of technical assistance for improvement of the present telecommunications system and strengthening the management, operations, planning, training and financial functions of ARETO and for the procurement and installation of telecommunications and related equipment. Except as provided in Section 4.1 (c) of this Agreement, the amount of the Grant hereunder will be regranted to ARETO in the form of equity.

Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2, without formal amendment of this Agreement.

ARTICLE 3: Financing.

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant the Grantee under the terms of this Agreement not to exceed Eighty Million United States ("U.S.") Dollars ($80,000,000) ("Grant").

The Grant may be used only to finance foreign exchange costs, as defined in Section 6.1, of goods and services required for the Project.

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the Project will be not less than Nineteen Million Five Hundred Eighty Million Egyptian Pounds. (LE 19,580) including cost borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is

[1] 75 Stat. 424; 22 U.S.C. § 2151 note.

March 31, 1984, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

ARTICLE 4: Conditions Precedent to Disbursement

SECTION 4.1. First Disbursement. Prior to any disbursement or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to A.I.D. inform and substance satisfactory to A.I.D.:

(a) A statement of the names and title with specimen signatures of the person or persons who will act as the representatives of the Grantee and ARETO;

(b) An opinion of the Egyptian Ministry of Justice or other legal counsel satisfactory to A.I.D. that the grant agreement and the corresponding sub-grant agreement have been duly authorized and/or ratified by, and executed on behalf of, the Grantee and ARETO and that they constitute valid and legally binding obligations in accordance with all of their terms;

(c) A regrant agreement satisfactory to A.I.D. for the Project between the Grantee and ARETO under which the Grantee will regrant to ARETO all Grant funds, except, if A.I.D. so agrees, the amount of Grant funds required to finance the cost of technical assistance to the Ministry of Communications; and

(d) Such other information and documents as A.I.D. may resaonably require.

SECTION 4.2. Additional Disbursement for Equipment. Prior to any disbursement or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made for equipment, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) A Procurement Plan, approved by the consultant funded under A.I.D. Loan 263–K–047[1] and the Grant, for all procurement planned by ARETO through the end of calendar year 1983, showing specifications, quantities, estimated prices and timing of such procurement; and

(b) Such other documentation as A.I.D. may require.

SECTION 4.3. Notification. When A.I.D. has determined that the Conditions Precedent specified in Section 4.1 and 4.2 have been met, it will promptly notify the Grantee.

SECTION 4.4. Terminal Date for Conditions Precedent. If all of the conditions specified in Section 4.1 have not 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 written notice to Grantee.

ARTICLE 5: Special Covenants.

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter: (a) evaluation of progress toward attainment of the objectives of the Project; (b) identification and evaluation of problem areas or constraints which may inhibit such attainment; (c) assessment of how such information may be used to help overcome such problems; and (d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Execution of the Project. The Grantee shall:

(a) Carry out the project with due diligence and efficiency, and in conformity with sound engineering, construction, financial and administrative practice.

(b) Cause the project to be carried out in conformance 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.

(c) Submit for A.I.D. approval prior to implementation, issuance, or execution, all plans, specifications, construction schedules, bid documents, documents concerning solicitation of proposals relating to eligible items, contracts, and all modifications to these documents.

SECTION 5.3. Funds and Other Resources to be Provided. The Grantee shall make available on a timely basis any Egyptian currency and any foreign currency in addition to the Grant for the punctual and effective carrying out of construction, maintenance, repair and operation of the Project.

SECTION 5.4. Operation and Maintenance. The Grantee shall operate, maintain and repair the project in conformity with sound engineering, financial and administrative practices and in such manner as to

[1] TIAS 9575; 30 UST 6661.

insure the continuing and successful achievement of the purposes of the project.

SECTION 5.5. Management. The Grantee shall provide qualified and experienced management for the project and train such staff as may be appropriate for the maintenance and operation of the Project.

SECTION 5.6. Continuing Consultation. The Grantee shall cooperate fully with A.I.D. to assure that the purpose of the Grant will be accomplished. To this end, the Grantee, ARETO and A.I.D. 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 of the Grantee and ARETO of its obligations under the Grant Agreement, the performance of consultants, contractors and suppliers engaged on the project, and other matters relating to the project.

SECTION 5.7. Coordination. The Grantee and ARETO shall investigate the need for the creation and implementation of a Utilities Coordination Board which would coordinate and notify all agencies of any construction efforts involving blasting and/or excavation by utility organizations and by private contractors to minmize interruption of services, damages, repair costs, and inconvenience to the public.

SECTION 5.8. Payment for Telecommunication Service. The Grantee shall take such steps as may be necessary to assure that its Ministries and other Governmental organizations make prompt payment to ARETO for telecommunication services rendered to them.

SECTION 5.9. Tariff Rate Structure. Except as A.I.D. may otherwise agree in writing, within one year from the date of the Grant Agreement, Grantee and ARETO agree that ARETO shall prepare a tariff rate structure for the 1980–1985 period, taking into account inter-alia the observations of A.I.D. and the IBRD on the subject. The proposed rate structure should show that the projected local currency and foreign exchange generations are sufficient to cover the costs of future operations, service local and foreign debt and provide an acceptable contribution to capital investment.

SECTION 5.10. Reorganization of ARETO. Except as A.I.D. may otherwise agree in writing, within one year from the date of the Grant Agreement, the Grantee and ARETO shall take the necessary legal action to reorganize ARETO under its own special charter as an autonomous entity, with the following authorities and rights:

(a) To establish subsidiary companies able to participate in joint ventures under the provision of Investment Law No. 43.

(b) To establish a reasonable rate/tariff structure.

(c) To establish a reasonable wage rate structure.

(d) To be free from Egyptian Government employment quotas.

(e) To discharge unproductive workers.

(f) To eliminate the ARETO legal obligation to turn over all its profits to the Ministry of Finance and to depend upon the Government budgetary process to gain necessary operating and investment funds.

(g) To appoint top managers, without prior Governmental approval.

(h) To establish accounting, financial reporting and inventory disposal systems designed to serve the telecommunications industry, free of Governmental requirements.

SECTION 5.11. ARETO Assets. Except as A.I.D. may otherwise agree in writing, within one year from the date of this Agreement, Grantee and ARETO shall take all necessary actions such that ARETO will revalue the following asset accounts using replacement value less depreciation: (1) the assets acquired from the Grantee either as a donation or for nominal amounts, and (2) the assets acquired and recorded at the official exchange rate.

SECTION 5.12. ARETO Staffing. Except as A.I.D. may otherwise agree in writing, within one year from the date of this Agreement, ARETO shall freeze the number of its staff at its then present level, and adopt a policy that the number of new hires cannot exceed the annual turnover rate.

SECTION 5.13. ARETO Equity. Except as A.I.D. may otherwise agree in writing, within one year from the date of this Agreement, Grantee and ARETO agree that ARETO will transfer LE 20 million of the monies owed by ARETO to the Grantee from a liability account to an equity account.

SECTION 5.14. ARETO Debt to Equity Ratio. Except as A.I.D. may otherwise agree in writing, within one year from the date of this Agreement, Grantee and ARETO agree that ARETO will maintain a debt to equity ratio no greater than 70:30.

SECTION 5.15. Actions of Grantee. The Grantee shall not take or permit any of its political sub-divisions, or any of its agencies or instrumentalities, or any agency or instrumentality of any of its political sub-divisions, to take any action which would prevent or materially interfere with the performance by ARETO of any of its obligations under this Agreement or the Sub-grant Agreement, and shall take or cause to be taken all reasonable actions which shall be required on its part in order to enable ARETO to perform such obligations.

SECTION 5.16. Service Improvement Plan. ARETO will continue to take all reasonable steps to implement the Service Improvement Plan (SIP) as detailed in the Telecommunications Sector Study Report.

ARTICLE 6: Procurement Source.

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

ARTICLE 7: Disbursement.

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless the Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

ARTICLE 8: Miscellaneous.

SECTION 8.1. Communications. Any notice, request, document, or other communication submitted by A.I.D. or the Grantee to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

TO THE GRANTEE:

Ministry of Economy and
Economic Cooperation
8, Adly Street
Cairo, Egypt

ARETO
28 Ramses Street
Cairo, Egypt

Ministry of Communications
28 Ramses Street
Cairo, Egypt

To A.I.D.:
A.I.D.
U.S. Embassy
Cairo, Egypt

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

TIAS 9631

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SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individuals holding or acting in the offices of Minister of Economy and Economic Cooperation, Minister of Communications, and the Chairman of ARETO and Deputy Chairman of the General Authority for Arab and Foreign Investment and Free Zones and A.I.D. will be represented by the individual holding or acting in the Office of Director, U.S.A.I.D., each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signature, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2)[1] is attached and forms part of this Agreement.

SECTION 8.4. Investment Guaranty Project Approval. Construction work to be financed under this Agreement is agreed to be a project approved by the Arab Republic of Egypt pursuant to the agreement between it and the United States of America on the subject of investment guaranties, and no further approval by the Arab Republic of Egypt will be required to permit the United States to issue investment guaranties under that agreement covering a contractor's investment in that project.

IN WITNESS WHEREOF, the Grantee 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.

ARAB REPUBLIC OF EGYPT

By: HAMED A. EL-SAYEH

Name: Dr. Hamed El Sayeh
Title: *Minister of Economy, Foreign Trade and Economic Cooperation*

UNITED STATES OF AMERICA

By: ALFRED L. ATHERTON, Jr.

Name: Alfred L. Atherton, Jr.
Title: *American Ambassador*

MINISTRY OF COMMUNICATIONS

By: EL DAGHASTANI

Name: Eng. Ali El Daghastani
Title: *Minister of Communications and Transportation*

THE ARAB REPUBLIC OF EGYPT TELECOMMUNICATIONS ORGANIZATIONS

By: M. A. SIDKY

Name: Atta Sidky
Title: *Chairman*

[1] See footnote 1, p. 4671.

Project Description

The Project consists of activities designed to improve the telecommunications system of Egypt by strengthening the planning, management, operation and training and financial functions of The Arab Republic of Egypt Telecommunications Organization (ARETO) and through technical assistance and procurement and installation of telecommunications and related equipment. ARETO shall be the implementing agent for carrying out the project, and will be advised and assisted on all phases by a U.S. consultant.

The principal elements of the Project are as follows:

A. Management, Operations, Training and Service Improvement Programs.

1. Continuation for approximately two additional years of the management, operation, training and service improvement programs presently being carried out and financed under A.I.D. Loan Number 263–K–047. In addition to the services already being performed by the consultant under the above-described A.I.D. Loan, the consultant will assist ARETO in all stages of the procurement of telecommunications equipment and related services being financed under the Loan and under this project.

B. Systems Expansion and Modernization.

1. Procurement and installation and replacement of the following items:

a. Three rotary exchanges in Cairo with Electronic Switching Systems;
b. Outside plant (principally cable) for the rotary exchanges described in B.1.a. above; and
c. Air conditioners, stand-by electric power generators and other equipment.

The Grant will finance the services of the U.S. consultant and the foreign exchange costs of items listed in Section B.1.a. and B.1.c., and outside plant for two of the three rotary exchanges as may be agreed upon by A.I.D.

An illustrative financial plan is attached hereto as Attachment 1 to this Annex.

ATTACHMENT 1 TO ANNEX I

Illustrative project financial plan—project No. 263-0075—as of early 1979

[Dollars in thousands][1]

	A.R.E. Egyptian Pounds ($ Equivalent of L.E.)	AID	Total
1. Technical Assistance and Training	2, 625	7, 500	10, 125
2. Equipment and Equipment Related	22, 575	64, 500	87, 075
3. Contingency and Escalation	2, 800	8, 000	10, 800
	28, 000	80, 000	108, 000

[1] LE=$1.40 [Footnote in the original.]

EGYPT

Thermal Power Plant

Agreement signed at Cairo August 29, 1979;
Entered into force August 29, 1979.

Project Number 263-0030

PROJECT
GRANT AGREEMENT
AMONG
THE ARAB REPUBLIC OF EGYPT,
THE UNITED STATES OF AMERICA,
THE MINISTRY OF ELECTRICITY AND POWER
AND THE
EGYPTIAN ELECTRICITY AUTHORITY
FOR
SHOUBRAH EL KHEIMA
THERMAL POWER PLANT

Dated: August 29, 1979

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Annex 1 Project Description		

[1] Not printed herein. For text, see TIAS 8830; 29 UST 501.

A.I.D Project Number 262-0030

PROJECT GRANT AGREEMENT DATED: AUGUST 29, 1979 AMONG THE ARAB REPUBLIC OF EGYPT ("GRANTEE"), THE MINISTRY OF ELECTRICITY AND POWER, THE EGYPTIAN ELECTRICITY AUTHORITY ("EEA"), AND THE UNITED STATES OF AMERICA, ACTING THROUGH THE AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE 1: The Agreement.

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Grantee of the Project described below, and with respect to the financing of the Project by the Parties.

ARTICLE 2: The Project.

SECTION 2.1. Definition of the Project. The Project, which is further described in Annex 1, will consist of engineering and construction of a 600 MW thermal power plant to be located on a site at Shoubrah El Kheima in Cairo, Egypt. The plant will initially include two steam generating units each capable of producing 300 MW net, under normal operating conditions, together with the necessary auxiliary equipment. The plant will be designed to accommodate later installation of an additional 300 MW unit. Annex 1, attached, amplifies the above definition of the Project. Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2, without formal amendment of this Agreement.

ARTICLE 3: Financing.

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended, [1] agrees to grant the Grantee under the terms of this Agreement not to exceed One Hundred Million United States ("U.S.") Dollars ($100,000,000) ("Grant"). The Grant may be used to finance foreign exchange costs, as defined in Section 6.1. of goods and services required for the Project.

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the Project will be not less than the Egyptian Pound equivalent of Seventy-Eight Million One

[1] 75 Stat. 424; 22 U.S.C. § 2151 note.

Hundred Thousand U.S. Dollars ($78,100,000), including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is March 31, 1986 or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

ARTICLE 4: Conditions Precedent to Disbursement.

SECTION 4.1. First Disbursement. Prior to the first disbursement or the issuance of any commitment documents under the Project Agreement, the Cooperating Country shall, except as the 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 acceptable to A.I.D. that this Grant Project Agreement has been duly authorized and/or ratified by, and executed on behalf of the Cooperating Country and that it constitutes a valid and legally binding obligation of the Cooperating Country in accordance with all of its terms.

(b) A statement of the names of the persons authorized to represent the Cooperating Country and EEA and a specimen signature of each person.

(c) An acceptable contract for consulting engineering services for the Project, with an organization acceptable to A.I.D.

(d) Evidence that the proceeds of the Grant will be made available to the EEA as a grant contribution to its equity capital.

(e) Evidence from the appropriate Cooperating Country entity that utilization of World Bank air quality guidelines as project criteria is

acceptable to the Cooperating Country and will not constitute violation of Egyptian law.

SECTION 4.2. Additional Disbursement. Prior to any disbursement or to the issuance of any commitment documents under the Project Agreement for any purpose other than to finance the services of the consulting engineer, the Cooperating Country, except as the 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 local currency financing for the Project has been budgeted by the Cooperating Country and will be available for expenditure by the EEA through establishment of a special fund (to be replenished monthly) adequate to meet at least three months' expenditures on the Project, pursuant to a cost estimate made by the Consulting Engineer and approved by the EEA.

(b) Evidence that satisfactory arrangements have been made by Governmental Agencies involved in the Project to carry out, operate, and maintain the Project as planned, including evidence of the ownership and availability of the plant site on Shoubrah El Kheima, or some other site acceptable to A.I.D., for the purposes intended.

(c) Evidence that the Cooperating Country has taken all steps necessary to ensure that adequate supplies of fuel for the power plant to be built under this Project will be made available on a continuing and timely basis; and that the Cooperating Country shall provide for the building of additional fuel pipeline facilities as and when they become necessary for Project purposes.

(d) Evidence that the Project has been designed and shall be built and operated in a manner which shall ensure that ultimate sulphur dioxide concentration levels resulting from the Project do not exceed 1,000$\mu g/m^3$ 24-hour peak and 100 $\mu g/m^3$ annual average.

(e) Evidence that the Cooperating Country has formulated and is prepared to implement a firm plan, including but not limited to tariff increases, which will allow the EEA to meet the required minimum rates of return of 5 percent in 1980, 6 percent in 1981, 8 percent in 1982 and 9 percent in 1983 and thereafter; and that such a plan will evidence that these rates of return shall not be achieved by increasing the fuel input subsidy.

(f) Evidence of firm commitment from U.S., international, and foreign lending institutions for provision of not less than seventy (70) percent of all foreign exchange funds required for the Project, aside from those funds provided by the A.I.D. Grant, on acceptable terms.

(g) Such other information as A.I.D. may reasonably request.

SECTION 4.3. Notification. When A.I.D. has determined that the Conditions Precedent specified in Section 4.1 and 4.2 have been met, it will promptly notify the Grantee.

SECTION 4.4. Terminal Date for Conditions Precedent. If all of the conditions specified in Section 4.1 have not 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 written notice to Grantee.

ARTICLE 5: Special Covenants.

SECTION 5.1. Project Evaluation. The Cooperating Country and A.I.D. agree to establish an evaluation program as part of the Project. Except as the Cooperating Country and A.I.D. otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter: (a) evaluation of progress toward attainment of the objectives of the Project; (b) identification and evaluation of problem areas or constraints which may inhibit such attainment; (c) assessment of how such information may be used to help overcome such problems; and (d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Continuing Consultation. The Cooperating Country and E.E.A. shall cooperate fully with A.I.D. and other lenders/donors to assure that the purpose of the Project will be accomplished. To this end, the Cooperating Country 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 EEA of its obligations under the Project Agreement, the performance of the consultants, contractors and suppliers engaged on the Project, and other matters relating to the Project.

SECTION 5.3. Consultation on Power Rates. The Cooperating Country shall hold periodic consultations with A.I.D. concerning fuel pricing as it relates to the power rate structure.

SECTION 5.4. Management. The EEA shall be required to provide qualified and experienced management for the Project, and shall train such staff as may be appropriate for the maintenance and operation of the Project.

SECTION 5.5. Financial Planning. Except as A.I.D. shall otherwise agree in writing, the Cooperating Country shall assure adequate long-term financing for EEA's expansion program which has been authorized and for modifications and additions to such programs. Within two years from the date of the Project Agreement the financing so provided will be divided between equity contributions and loans in such a manner that after the completion of loan transactions the debt to equity ratio will be no greater than 1.5:1.

SECTION 5.6. Personnel Policies. The EEA shall take necessary action to implement improvements in its personnel system to reach a level of personnel which will enhance overall efficiency of operations and comply more closely with generally accepted worldwide personnel levels in the power business.

SECTION 5.7. Rate of Return. Except as A.I.D. shall otherwise agree in writing, the Cooperating Country shall ensure that EEA will promptly take all such action as shall be required to provide in any fiscal year after 1982 an annual return on the average of the current

net value of the fixed assets of EEA in service at the beginning and end of the fiscal year concerned at a rate of not less than nine percent (9%).

SECTION 5.8. Assuring Rate of Return. Except as A.I.D. shall otherwise agree in writing, in order to achieve the desired nine percent (9%) rate of return by 1983 and thereafter the cooperating country shall ensure that EEA agrees to take prompt action, including but not limited to adjustment of tariffs, if necessary, as shall be required to achieve a minimum five percent (5%) rate of return in 1980, six percent (6%) in 1981, eight percent (8%) in 1982 and nine percent (9%) in 1983 and thereafter. The Cooperating Country further agrees that these rates of return shall not be achieved by increasing the fuel input subsidy. It is further agreed that any increase in fuel costs shall be immediately reflected by commensurate increase in tariff areas.

SECTION 5.9. Share Distribution. The Cooperating Country shall provide evidence of a plan relating to the distribution of shares in the seven distribution companies of the EEA.

SECTION 5.10. Accounting Procedures. The Cooperating Country shall ensure that EEA takes appropriate steps to implement modifications and improvements in its existing accounting system. Such improvements shall be based, at least in part, on recommendations of the consulting firm under contract to study EEA's accounting system.

SECTION 5.11. Financial Reports. The Cooperating Country shall ensure that EEA prepares and submits to A.I.D. by November 1 of each year, a provisional forecast of operating revenues, operating expenses and rate of return for the next succeeding year, a statement of the tariff and assumptions underlying the forecasts, an aging report of accounts receivable from major accounts, and a statement of the measures proposed, if any, to produce the annual return provided for above, and to furnish to A.I.D. all such detail as A.I.D. may reasonably request.

For the purpose of this covenant:

(a) The annual return specified above shall be calculated in respect of each fiscal year, by using as the denominator the average current net value of the fixed assets of EEA in service at the beginning and at the end of each such year, and as numerator the net operating income of EEA for the same year;

(b) the term "current and value of the fixed assets of the EEA in service" means the gross value of EEA's fixed assets in service less the amount of accumulated depreciation, both as valued from time to time in accordance with consistently applied appropriate methods of valuation or revaluation acceptable to A.I.D.; and

(c) the term "net operating income" means gross revenues from all sources less all operating expenditures, including expenses of administration, adequate maintenance and taxes or any payment in lieu of taxes and adequate maintenance provision for depreciation but excluding interest and other charges on debt.

ARTICLE 6: Procurement Source.

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

ARTICLE 7: Disbursement.

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary one or more U.S. bank supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Credit will be financed under the Grant unless the Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

ARTICLE 8: Miscellaneous.

SECTION 8.1. Communications. Any notice, request, document, or other communication submitted by A.I.D. or the Grantee to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Ministry of Economy and
Economic Cooperation
8, Adly Street
Cairo, Egypt

To the Ministry of Electricity and Power or the EEA:

Ministry of Electricity and Power (or)
Egyptian Electricity Authority
Nasr City
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

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

Section 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individuals holding or acting in the offices of the Minister of Economy and Economic Cooperation and EEA will be represented by the individual holding or acting in the office of Chairman of the Egyptian Electricity Authority. A.I.D. will be represented by the individual holding or acting in the office of Director, U.S.A.I.D., Cairo, Egypt. Each, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee and the EEA, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

Section 8.3. Standard Provisions Annex. A "Project Grant Provisions Annex" (Annex 2)[1] is attached to and forms part of this Agreement.

Section 8.4. Investment Guaranty Project Approval. Construction work to be financed under this Agreement is agreed to be a project approved by the Arab Republic of Egypt pursuant to the agreement between it and the United States of America on the subject of investment guaranties, and no further approval by the Arab Republic of Egypt will be required to permit the United States to issue investment guaranties under that agreement covering a contractor's investment in that project.

In witness whereof, the Grantee and the United States of

[1] See footnote 1, p. 4682.

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.

ARAB REPUBLIC OF EGYPT

By: HAMED A. EL-SAYEH

Name: Dr. Hamed El Sayeh
Title: *Minister of Economy, Foreign Trade and Economic Cooperation*

UNITED STATES OF AMERICA

By: ALFRED L. ATHERTON, JR.

Name: Alfred L. Atherton, Jr.
Title: *American Ambassador*

EGYPTIAN ELECTRICITY AUTHORITY

By: K H DESSOUKY

Name: Eng. Kamel H. Dessouky
Title: *Chairman*

MINISTRY OF ELECTRICITY AND POWER

By: MK SABRI

Name: Dr. Moustafa Kamal Sabri
Title: *Minister of Electricity and Power*

ANNEX 1

Project Description

The Project consists of engineering and construction of a 600MW thermal power plant to be located on a site at Shoubrah El Kheima in Cairo. The plant will initially include two steam generating units each capable of producing 300 MW net, under normal operating conditions, together with the necessary auxiliary equipment including fuel storage, transmission linkage to the Unified Power System (UPS), and necessary communication and control equipment. The plant design will accommodate later installation of an additional 300 MW unit. The Plant will be designed to burn mazout but will be capable of being converted to gas if desirable at a future time. Mazout will be supplied via a pipeline by the Egyptian General Petroleum Company from a refinery at Suez.

Condensing water will be taken from the Nile River and returned without further treatment. Plant wastewater will be passed through a wastewater treatment plant before entering the river. The wastewater treatment plant will be designed to provide an effluent of a quality equal to or better than the U.S. EPA requirements.

Additions to the existing electrical transmission system required to deliver the output of the proposed plant to the system loads comprise four 220-KV circuits with associated equipment. It is anticipated that

the present double circuit from Cairo North to Cairo West will be looped through the new plant financed under the Project. The Project will also include eight new 220-KV circuit breakers and line terminal positions complete with circuit breakers, and the replacement of circuit breakers and associated equipment of the Cairo North substation in order to provide sufficient current carrying capacity to handle the expected power flows.

AID financing will be utilized for the U.S. dollar costs of procurement of (1) U.S. consulting engineering services for the planning and engineering of all facilities; preparation of tender documents and procurement services related to plant and equipment, materials and related civil works construction services; supervision of installation, erection and civil works construction services; acceptance testing and start up of plant; and assistance and training during initial commercial operations; and (2) design, supply and erection of a major equipment package such as the turbine generator island or boiler island, from a U.S. firm.

Project Implementation. Prime responsibility for the overall management of implementation of the project will be the EEA. The EEA will establish a special project team, reporting directly to the Chairman of EEA which will have full authority to approval all contracts, change orders, and payments to contractors and make final decisions on all project-related matters. This unit shall consist of a project director, electrical engineer, civil engineer, accountant, financial analyst contract specialist and legal counsel or such other members as may be deemed appropriate by the EEA and AID.

An illustrative Project Financial Plan is attached as Attachment 1 to Annex 1.

ATTACHMENT I TO ANNEX I

Illustrative project financial plan—project No. 263–0030—prices as of early 1978

[Dollars in thousands] [1]

	A.I.D. Grant	A.R.E. Egyptian Pounds ($ Equiv. of L.E.)	Other	Total
1. Power Station	[2] 100, 000	73, 775	271, 371	445, 146
2. Transmission Lines		2, 722	13, 900	16, 622
3. Technical Assistance		1, 585	2, 498	4, 083
Total	100, 000	78, 082	287, 769	465, 851

[1] LE=US$1.40.

[2] Includes architect and engineering services associated with power station and transmission lines and one major equipment package. [Footnotes in the original.]

EGYPT

Private Investment Encouragement Fund

Agreement signed at Cairo September 22, 1979;
Entered into force September 22, 1979.

A.I.D. Project Number 263-0097

PROJECT
GRANT AGREEMENT
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND THE
UNITED STATES OF AMERICA
FOR
PRIVATE INVESTMENT ENCOURAGEMENT FUND

Dated: SEPTEMBER 22, 1979

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[1] Not printed herein. For text, see TIAS 8830; 29 UST 501.

A.I.D. Project No. 263-0097

PROJECT GRANT AGREEMENT DATED SEPTEMBER 22, 1979 BETWEEN THE ARAB REPUBLIC OF EGYPT ("GRANTEE"), AND THE UNITED STATES OF AMERICA, ACTING THROUGH THE AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.")

ARTICLE 1: The Agreement.

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Grantee of the Project described herein, and with respect to the financing of the Project by the Parties.

ARTICLE 2: The Project.

SECTION 2.1. Definition of Project. The Project which is further described in Annex 1, will assist in financing the foreign exchange and local currency costs of goods and services required for the Project as described in the following paragraph.

The Private Investment Encouragement Fund Project will assist Egypt to establish credit facilities for larger-sized private sector enterprises for the improvement of productive facilities and thereby increase the productivity of the private sector. The project will establish a fund to provide medium to long-term credit to such private sector enterprises. Of the authorized amount, an allocation of U.S. Dollars Thirty Million ($30,000,000) will be made for the establishment and initial operation of the Fund, which will include a special allocation in the amount of U.S. Dollars Five Million ($5,000,000) for sub-projects which will meet special employment generation and geographic location criteria, unless A.I.D. agrees otherwise. The remaining U.S. Dollars Three Million ($3,000,000) of the authorized amount will be allocated for advisory services to be provided for the initial operation of the Fund, sub-project appraisal, training in project appraisal and studies of Egyptian long-term finance.

Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2, without formal amendment of this Agreement.

ARTICLE 3: Financing.

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project. A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant the Grantee under the terms of this agreement not to exceed Thirty-three Million United States ("U.S.") Dollars ($33,000,000).

[1] 75 Stat. 424; 22 U.S.C. § 2151 note.

The Grant may be used to finance foreign exchange costs, as defined in Section 6.1, and local currency costs, as defined in Section 6.2, of goods and services required for the Project, except that, unless the parties otherwise agree in writing Local Currency Costs financed under the Grant will not exceed the Egyptian Pound equivalent of Two Million Two Hundred Fifty Thousand United States Dollars ($2,250,000).

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

(b) The resources provided by Grantee for the Project will be not less than the Egyptian Pound equivalent of United States Dollars Two Hundred Thousand ($200,000) including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is September 30, 1984 or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursements, accompanied by necessary supporting documentation prescribed in Project Implementation Letters are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following, the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

ARTICLE 4: Conditions Precedent to Disbursement

SECTION 4.1. Conditions Precedent to Initial Disbursement. Prior to any disbursement or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Grantee shall, except as the parties may agree otherwise in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) A statement of the names and titles with specimen signatures

of the person or persons who will act as the representatives of the Grantee.

(b) An acceptable contract for Project Consulting Firm Services for the Project.

(c) Such other documentation as A.I.D. may require.

SECTION 4.2. Conditions Precedent to Additional Disbursement. Prior to any disbursement or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made for establishment of the Private Investment Encouragement Fund, the Grantee shall, except as the parties may agree otherwise in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An implementation plan for the Fund developed jointly with the Project Consulting Firm for administration and implementation of the Fund. The plan shall include project eligibility and appraisal criteria, including a mechanism to ensure that environmental concerns are taken into account; a description of procurement procedures consistent with A.I.D. regulations to be required for all Project-financed procurement of commodities, equipment, services, etc.; and Fund contribution criteria.

(b) Evidence of formal establishment of the Fund and affiliation of the Fund with an Agency of the Government of Egypt to include: (1) a commitment by the Agency to furnish a structure or facility to house the fund; (2) establishment of a special section within the Agency to be adequately staffed, and (3) evidence of establishment of an organizational plan for the Fund including delineation of operational responsibilities.

(c) Evidence of establishment of an Advisory Board to the Fund together with an acceptable procedure for the review and monitoring responsibilities agreeable to the Grantee, its implementing agency, and A.I.D.

(d) Such other information and documents as A.I.D. may reasonably require.

SECTION 4.3. Conditions Precedent to Long-Term Finance Studies. Prior to any disbursement or to the issuance of documentation pursuant to which disbursement will be made for any long-term finance studies, the cooperating country shall furnish, in form and substance satisfactory to A.I.D., an acceptable contract for the conduct of such studies with a consulting firm.

SECTION 4.4. Notification. When A.I.D. has determined that the conditions precedent specified in Sections 4.1, 4.2 and 4.3 have been met, it will promptly notify the Grantee.

SECTION 4.5. Terminal Date for Conditions Precedent. If all of the conditions specified in Section 4.1, have not been met within 90 days from the date of this Agreement, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may terminate this Agreement by written notice to Grantee.

ARTICLE 5: Special Covenants

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter:

(a) Evaluation of progress toward attainment of the objectives of the Project;
(b) Identification and evaluation of problem areas of constraints which may inhibit such attainment;
(c) Assessment of how such information may be used to help overcome such problems; and
(d) Evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Execution of the Project. The Grantee shall:

(a) Discuss with A.I.D. means to improve the availability in Egypt of long-term financing facilities to be available to the private sector, including appropriate institutional arrangements to achieve this objective.
(b) Cause the Project to be carried out in conformance with all plans, specifications, and will all modifications therein approved by A.I.D. pursuant to the Agreement, including the provision, on a timely basis, of necessary local currency and in-kind support as specified in the Agreement and its annexes.
(c) Shall provide, in addition to the assistance received under this Grant, all funds necessary to carry out the Project and shall endeavor to secure supplementary participating funds from other sources in Egypt to assist the Project to achieve its goal.
(d) Require the Fund to enter into an acceptable formal arrangement between the Fund and a participating bank or banks for all transactions that the bank will arrange and administer on behalf of the Fund.

SECTION 5.3. Institutionalization of the Fund. The Grantee during the life of the Project shall exercise its best efforts to develop and establish an institution which shall have the long-term capability of carrying on private investment encouragement activities consistent with the concepts contained in this Project.

ARTICLE 6: Procurement Source

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), expect as A.I.D. may

otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

SECTION 6.2. Local Currency Costs. Disbursements pursuant to Section 7.2 will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in Egypt.

ARTICLE 7: Disbursement

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or, (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or,

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Disbursement for Local Currency Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for Local Currency Costs required for the Project in accordance with the terms of this Agreement, by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, requests to finance such costs.

(b) The local currency needed for such disbursements may be obtained by acquisition by A.I.D. with U.S. dollars by purchase. The U.S. dollar equivalent of the local currency made available hereunder will be the amount of U.S. dollars required by A.I.D. to obtain the local currency.

SECTION 7.3. Rate of Exchange. Except as may be more specifically provided under Section 7.2, if funds provided under the Grant are introduced into Egypt by A.I.D. or any public or private agency for purposes of carrying out obligations of A.I.D. hereunder, the Grantee will make such arrangements as may be necessary so that funds may be converted into currency of the Arab Republic of Egypt at the highest rate of exchange prevailing and declared for foreign exchange currency by the competent authorities of the Arab Republic of Egypt.

SECTION 7.4. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

ARTICLE 8: Miscellaneous

SECTION 8.1. Communications. Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

TO THE GRANTEE:

Mail Address: Ministry of Economy
Cairo, Egypt

To A.I.D.:

Mail Address: A.I.D.
U.S. Embassy
Cairo, Egypt

Alternate Address for Cables: A.I.D.
U.S. Embassy
Cairo, Egypt

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

SECTION 8.2. Representatives. For the purposes relevant to this Agreement, the Grantee will be represented by the individual holding or acting in the office of Minister of Economy, Foreign Trade and Economic Affairs, and A.I.D. will be represented by the individual holding or acting in the office of Director, U.S.A.I.D., Cairo, Egypt, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2)[1] is attached to and forms part of this Agreement.

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

ARAB REPUBLIC OF EGYPT		UNITED STATES OF AMERICA	
By:	HAMED A. EL-SAYEH	By:	DOUGLAS J. BENNET, JR.
Name:	Dr. Hamed El Sayeh	Name:	Douglas J. Bennet, Jr.
Title:	*Minister of Economy, Foreign Trade and Economic Affairs*	Title:	*Administrator A.I.D.*

ANNEX 1

Project Description

The project will establish a Fund to provide medium to long-term credit and equity to private sector companies to finance new productive facilities and expansion and modernization of existing production facilities. The Fund will be a co-financier and will hold in its portfolio the longer maturities whereas Participating Banks will hold the shorter maturities. Participating Banks will manage Fund investments as agent. In addition, the project will develop institutional capabilities through advisory services for project implementation, project appraisal, and a training program in project appraisal.

Project elements will:

- Encourage financial institutions to undertake longer-term investments, using Fund assets;
- Encourage financial institutions to collaborate more closely, including commercial banks, investment/development banks, insurance companies, pension funds, etc., to draw on each institution's unique financing capabilities;
- Establish a Fund for Repayments for future projects, although this Fund for Repayments will not be large for over a decade;
- Train bank officers and others in appraisal of investment projects;
- Establish a design for a training program in project appraisal taught by Egyptians in Egypt; and
- Encourage use of Egyptian consultants and experts in project appraisal teams, when financial institutions lack a special expertise, usually in technical fields.

[1] See footnote 1, p. 4694.

A.I.D. will create the proposed Fund by a grant to the Government of Egypt. The Ministry of Economy, Foreign Trade and Economic Affairs will be the implementing Ministry. The Ministry will establish a special section for the Fund to be adequately staffed. This staff will be paid from Fund earnings and will have responsibility for the following activities:

— Promotion of the Fund with potential Participating Banks.
— Preliminary screening and pre-selection, in conjunction with USAID, of projects proposed by interested Participating Banks.
— Organization and provision of local or foreign consulting assistance to a Participating Bank when requested or when deemed necessary. Such assistance may be required by some banks in the area of project appraisal or to review questions relating to specialized marketing or product issues.
— Final review and approval of sub-project proposals; USAID will also review sub-projects until the Fund gains sufficient experience.
— Liaison with Participating Banks to ensure appropriate reporting on Fund investments. Semi-annual reports should generally be considered sufficient.
— Organization and management of Fund-sponsored training programs for Participating Bank staff.

Also, an Advisory Board to the Fund will be created to review and monitor the implementation of the Fund, and report its findings and recommendations to the Ministry. This would enable the Ministry to ensure that the Fund is responsibly managed without the need for an expensive complement of permanent staff. This board should be limited to four or five individuals drawn from the highest professsional levels of banking, finance, government and business circles in Egypt. Its function should be exclusively advisory in nature; the Ministry of Economy would retain full authority to accept or reject the findings and/or recommendations of the Board.

A principal-agency relationship will be established between the Fund and a Participating Bank to administer Fund investments. This relationship will invest the Participating Bank with authority to manage the Fund's contribution to a particular sub-project, whether a loan or an equity participation. The responsibilities, obligations, rights and privileges of both parties will be defined in a written agreement. The Participating Bank as agent will assume responsibilities of disbursements, collections, sale of equity, and reporting.

Five Million Dollars of the Fund will be primarily directed towards employment generation activities located outside of major cities in Egypt.

In addition, the Grantee will discuss with A.I.D. means to improve the availability in Egypt of long-term financing facilities to be available to the private sector, including appropriate institutional arrangements to achieve this objective.

ATTACHMENT 1 TO ANNEX 1

Financing plan—A.I.D. grant

[figures in thousands of dollars or equivalent]

	Dollars	Local currency (dollars converted)	Investors/ banks	GOE	Total sources
(a) Sub-Project Investments	$28, 550	$1, 200	$45, 000	0	$75, 000
(b) Consulting Services:					
(i) Project Implementation Advisor	250	50	----------	$200	500
(ii) Appraisal Consultants	600	600	----------	----------	1, 200
(iii) Training Program	350	150	----------	----------	500
(c) Long-term finance study	600	----------	----------	----------	600
(d) Escalation and Contingency	400	----------	----------	----------	400
Total	31, 000	2, 000	45, 000	200	78, 200

TURKEY

Economic Assistance: Loan and Grant

Agreement signed at Ankara November 1, 1979;
Entered into force November 1, 1979.

ASSISTANCE AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF TURKEY

Agreement, dated the first day of November, 1979 between the Government of the Republic of Turkey "Turkey" and the United States of America, acting through the Agency for International Development "A.I.D.", together referred to as the "Parties".

WHEREAS, the Government of the United States, acting through the Agency for International Development, is desirous of supporting the Government of the Republic of Turkey's efforts to stabilize its economy;

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I

THE ASSISTANCE

A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant to Turkey under the terms of this Agreement, not to exceed forty million United States Dollars ($40,000,000) (the "Grant") and to lend Turkey, under the terms of this Agreement, not to exceed sixty million United States Dollars

[1] 75 Stat. 424; 22 U.S.C. § 2151 note.

($60,000,000) (the "Loan") for balance-of-payments financing to support and promote the financial stability and economic recovery of Turkey. The aggregate amount of disbursements under the Loan is referred to as "Principal". The Loan and Grant together are referred to as the "Assistance".

ARTICLE II

LOAN TERMS

Section 2.1. Interest.

Turkey will pay to A.I.D. interest which will accrue at the rate of five percent (5 percent) per annum following the date of disbursement of the Loan on the outstanding balance of the Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date of disbursement (as defined in Section 4.2) and will be payable semi-annually. The first payment of interest will be due and payable no later than six (6) months after disbursement of the Loan.

Section 2.2. Repayment.

Turkey will repay to A.I.D. the Principal under the Loan within twenty (20) years from the date of disbursement of the Loan in thirty (30) approximately equal semi-annual installments of Principal and interest. The first installment of Principal will be payable four and one-half (4-1/2) years after the date on which the first interest payment is due in accordance with Section 2.1. A.I.D. will provide Turkey with an amortization schedule in accordance with this Section after disbursement of the Loan.

Section 2.3 Application, Currency, and Place of Payment.

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

Section 2.4. Prepayment.

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

Section 2.5. Termination on Full Payment.

Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of Turkey and A.I.D. under it will cease. However, with respect to any obligation arising out of the disbursement of Grant funds, this Agreement will remain in full force and effect.

ARTICLE III

CONDITIONS PRECEDENT TO DISBURSEMENT

Section 3.1. Disbursement.

Prior to disbursement under the Assistance, Turkey will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(A) An opinion of the Chief Legal Advisor of the Ministry of Finance that this Agreement has been duly authorized, or ratified by, and executed on behalf of Turkey, and that it constitutes a valid legally binding obligation of Turkey in accordance with all of its terms; and

(B) A statement of the name of the person holding or acting in the office specified in Section 6.2.

Section 3.2. Notification.

When A.I.D. has determined that the conditions precedent specified in Section 3.1. have been met, it will promptly notify Turkey.

Section 3.3. Terminal Date for Conditions Precedent.

If all the conditions specified in Section 3.1. have not been met within ninety (90) days from the date of this Agreement,

or such later date as A.I.D. may agree in writing, A.I.D., at its option, may terminate this Agreement by written notice to Turkey.

ARTICLE IV

DISBURSEMENTS

Section 4.1. Deposit of Disbursements.

After satisfaction of conditions precedent, at the written request of Turkey, A.I.D. will deposit the Grant and/or the proceeds of the Loan, in a bank or banks in the United States designated in writing by Turkey.

Section 4.2. Date of Disbursement.

Disbursement by A.I.D. will be deemed to occur on the date(s) the Grant and the proceeds of the Loan are deposited by A.I.D. in (are disbursed by A.I.D. to) the bank or banks designated pursuant to Section 4.1.

Section 4.3. Terminal Date for Requesting Disbursement.

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

ARTICLE V

USE OF FUNDS

Section 5.1. Turkey agrees that the Assistance will be used for balance-of-payments financing and will not be used for financing military requirements of any kind, including the procurement of commodities or services for military purposes.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Communications.

Turkey undertakes to provide to A.I.D. such information relating to the economic and financial situations and related problems of Turkey as may be necessary. Any notice, request, document, or other communication submitted by either Party to the

other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To Turkey:

Ministry of Finance
Government of the Republic of Turkey
Ankara, Turkey

To A.I.D.:

Director
Office of Project Development
Near East Bureau
A.I.D.
Washington, D.C. 20523

All such communications will be in English, unless the Parties otherwise agree in writing. Other addresses may be substituted for the above upon the giving of notice. Turkey, in addition, will provide the U.S. Embassy in Ankara with a copy of each communication sent to A.I.D.

Section 6.2. Representatives.

For all purposes relevant to this Agreement, Turkey will be represented by the individual holding or acting in the office of Minister of Finance and A.I.D. will be represented by the U.S. Ambassador, each of whom, by written notice, may designate additional representatives. The names of the representatives of Turkey, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

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IN WITNESS WHEREOF, the Republic of Turkey 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 date and year first above written.

FOR THE UNITED STATES OF AMERICA:

Ronald I. Spiers
Ambassador

FOR THE REPUBLIC OF TURKEY:

Ziya Muezzinoglu
Minister of Finance

MOZAMBIQUE

Agricultural Commodities

Agreement signed at Maputo June 28, 1979;
Entered into force June 28, 1979.
With agreed minutes.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE PEOPLE'S REPUBLIC OF MOZAMBIQUE FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the People's Republic of Mozambique.

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the People's Republic of Mozambique (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketing of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of

the Agricultural Trade Development and Assistance Act, as amended,[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

Part I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. the availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions

[1] 68 Stat. 457; 7 U.S.C. § 1721 *et seq.*

relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United

States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

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

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103 (b) of the Act (hereinafter referred to as the Currency Use Payment). The currency use payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for currency use payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsection 104 (a), (b), (e) and (h) of the act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the currency use payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment

of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payment for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or

cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, unless another method of payment is agreed upon by the two governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the currency use payment, if any, made by the government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent,

sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The government of the importing country shall furnish in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the initial payment, currency use payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agree-

ment; or

2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III. G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be

specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual market requirements for each import period shall be in addition to purchases financed under this agreement.

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government of the United States of America);

4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in Part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America).

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce

permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized.

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received.

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;

3. a statement of the measures it has taken to implement the provisions of Sections A 2 and 3 of this Article; and

4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustment of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food

commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in subsection 103 (1) of the Act.

Part II - Particular Provisions

Item I. Commodity Table:

COMMODITY	SUPPLY PERIOD (U.S. FISCAL YEAR)	APPROXIMATE MAXIMUM QUANTITY (METRIC TONS)	MAXIMUM EXPORT MARKET VALUE (MILLIONS)
WHEAT/WHEAT FLOUR (GRAIN EQUIVALENT BASIS)	1979	17,000	Dollars 2.2
RICE	1979	10,000	Dollars 2.8
TOTAL			Dollars 5.0

Item II. Payment Terms: Convertible Local Currency

CREDIT (40 Years)

1. Initial Payment - 5 percent
2. Currency Use Payment - None
3. Number of Installent Payments - 31
4. Amount of Each Installment Payment - Approximately equal annual installments
5. Due Date of First Installment Payment - 10 years from date of last delivery of commodities in each calendar year

6. Initial Interest Rate - 2 percent

7. Continuing Interest Rate - 3 percent

Item III. Usual Marketing Table:

COMMODITY	IMPORT PERIOD (U.S. FISCAL YEAR)	USUAL MARKETING REQUIREMENTS (METRIC TONS)
WHEAT/WHEAT FLOUR (GRAIN EQUIVALENT BASIS)	1979	70,000
RICE	1979	8,200

Item IV. Export Limitations:

A. The export limitation period shall be U.S. fiscal year 1979 or any subsequent U.S. fiscal year during which commodities financed under this agreement are being utilized or imported.

B. For the purpose of Part I, Article III (A) (4) of the agreement the commodities which may not be exported are:

For Wheat/Wheat Flour - Wheat, wheat flour, rolled wheat, semolina, farina or bulgur (or the same product under a different name); and 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 enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of the People's Republic of Mozambique agrees to:

1. Support the production, improvement, and distribution of seeds.

2. Strengthen the marketing of agricultural products and inputs.

3. Promote the development of small farm irrigation.

4. Improve the supply and conservation of wood fuel energy sources.

5. Support the development of inland fisheries resources.

6. Improve the quality and use of agricultural land available to small farmers.

7. Improve livestock care and production.

Item VI. Economic Development Purposes for which proceeds accruing to importing country are to be used:

A. The commodities provided hereunder, or the proceeds accruing to the importing country from the sale of such commodities, will be used for the following projects/programs which directly benefit the needy people of the importing country.

(1) The following self-help measures set forth in Item V of the agreement:

1. Seed production, improvement, and distribution.

2. Agricultural product and input marketing.

3. Small farm irrigation.

4. Reforrestation, conservation and expansion of wood fuel resources.

5. Inland fisheries.

6. Agriculture land use and conservation.

7. Livestock research, development, and immunization

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

1. Seed production, improvement and distribution projects will improve small farmer production, income, nutritional levels, and standard of living.

2. Agricultural product and input marketing programs will improve farmer productivity and expand off-farm food supplies. Input marketing will increase the availability of such essential commodities as fertilizers and small agricultural implements. Crop marketing has been a major constraint to urban food supply, a critical problem confronting the well-being of many of the country's poorest citizens. Marketing efforts contemplated include increasing and improving the number of collection, distribution, and storage facilities.

3. Small farm irrigation programs will provide water needed for productivity increases, particularly in the regions surrounding Beira and Buzi.

4. Reforrestation, conservation and wood fuel supply projects will improve the availability of essential low cost energy needs for rural families while maintaining the integrity of forestry resources.

5. Inland fisheries projects will support the development of low cost protein resources for consumption by the rural poor. Such fisheries also represent additional income for rural residents.

6. Agricultural land use and conservation activities will be targeted at reducing and controlling the encroachment of undergrowth (bush) onto agricultural lands. Such encroachment would particularly threaten the food production capacity of small scale farmers.

7. Livestock research, development, and immunization projects will improve income and food availability for the rural poor. Activities will include disease control and basic livestock production research.

C. In addition to the report required by Part I, Article II F of this agreement, the importing country agrees to report on the progress of implementation of the projects/programs identified in Item VI (A) above. Such report shall be made by the importing country within six months following the last delivery of commodities in the first calendar year of the agreement and every six months thereafter until all the commodities provided hereunder, or the proceeds from their sale, have been used for the project/program specified in Item VI (A) above.

Part III - Final Provisions

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

This Agreement shall enter into force upon signature.

B. IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement.

DONE at Maputo, Mozambique, this 28th day of June, 1979, in two original copies each in the English and Portuguese languages, both texts being equally valid. In questions of interpretation, the English version will prevail.

FOR THE GOVERNMENT OF THE

UNITED STATES OF AMERICA

Willard A. De Pree
Ambassador of the United States
of America

FOR THE GOVERNMENT OF THE

PEOPLE'S REPUBLIC OF MOZAMBIQUE

Antonio Almeida Matos
National Director of Commercial
Trade

ACORDO

ENTRE O GOVERNO DOS ESTADOS UNIDOS DA AMÉRICA E O GOVERNO DA REPÚBLICA POPULAR DE MOÇAMBIQUE PARA A VENDA DE PRODUTOS AGRÍCOLAS

O Governo da República Popular de Moçambique e o Governo dos Estados Unidos da América.

Reconhecendo o desejo de expandir o comércio de produtos agrícolas entre os Estados Unidos da América (adiante designado como País exportador) e a República Popular de Moçambique (adiante designada como País importador) bem como com outros países amigos duma forma que não desviará o mercado normal do País exportador nestes produtos ou indevidamente altere os preços mundiais de produtos agrícolas ou mecanismos normais de comércio com os países amigos;

Tendo em consideração a importância dos esforços que os países em desenvolvimento fazem no sentido de um maior grau de auto-suficiência, incluindo esforços para resolver os seus problemas de produção alimentar e crescimento da população;

Reconhecendo a política do país exportador para aproveitar a sua produtividade agrícola para combater a fome e a subnutrição nos países em desenvolvimento; para encorajar estes países a incrementarem a sua própria produção agrícola e assistí-los no seu desenvolvimento económico;

Reconhecendo a determinação do país importador em melhorar a sua própria produção, armazenagem, e distribuição de produtos alimentares agrícolas, incluindo a redução das perdas em todos os estádios do manuseamento dos produtos alimentares.

Desejando estabelecer princípios que orientarão as vendas de produtos agrícolas para o país importador relativos ao Título I do Acto de Assistência e Desenvolvimento do Comércio Agrícola, emendado, (daqui em diante designado por Acto), e as medidas que

os dois Governos tomarão individualmente e colectivamente para desenvolvimento das políticas acima descritas;

Concordaram no seguinte:

Parte I - CONDIÇÕES GERAIS

ARTIGO I

A. O Governo do país exportador compromete-se a financiar a venda de produtos agrícolas a compradores autorizados pelo Governo do país importador de acordo com as regras e condições adiante indicadas neste acordo.

B. O financiamento dos produtos agrícolas indicados na Parte II deste acordo estará sujeito a:

1. emissão pelo Governo do país exportador de autorizações de compra e a sua aceitação pelo Governo do país importador; e

2. disponibilidades das mercadorias indicadas na altura da exportação.

C. O pedido para autorização de compra será feito 90 dias após a data da assinatura deste acordo, e, com relação a qualquer quantidade adicional ou novas mercadorias resultantes dum novo acordo suplementar, 90 dias depois da data da conclusão de tal acordo suplementar. As autorizações de compra incluirão condições de venda e entrega de tais mercadorias e outros assuntos importantes.

D. Todas as entregas de mercadorias vendidas ao abrigo deste acordo serão feitas dentro do período de fornecimento especificado na lista de produtos na Parte II, excepto se o Governo do pais exportador autorizar outras modalidades.

E. O valor das quantidades totais de cada mercadoria cobertos pela autorização de compra para o tipo de financiamento autorizado ao abrigo deste acordo não excederá o valor máximo para essa mercadoria e tipo de financiamento indicado na Parte II. O Governo do país exportador pode limitar o valor total de cada mercadoria a ser coberto por autorizações de compra para um específico tipo de financiamento à medida que o preço desce ou outros factores de mercado o exijam de modo a que as quantidades de tal produto vendido ao abrigo deste determinado tipo de financiamento não exceda substancialmente a quantidade máxima aproximada indicada na Parte II.

F. O Governo do país exportador suportará o diferencial do frete marítimo dos produtos, que devem ser transportados em navios com bandeira dos Estados Unidos (aproximadamente 50% em volume dos produtos vendidos ao abrigo deste acordo). O diferencial do frete marítimo é o valor, conforme determinado pelo Governo do país exportador, pelo qual o custo do transporte marítimo é mais caro (do que seria de outro modo) pela exigência que as mercadorias sejam transportadas por navios de bandeira dos Estados Unidos. O Governo de país importador não será obrigado a reembolsar ao Governo do país exportador o diferencial do frete marítimo suportado pelo Governo do país exportador.

G. Logo depois da contratação de praça em barcos de bandeira dos Estados Unidos onde as mercadorias serão transportadas e de qualquer modo nunca mais tarde do que a data de apresentação do navio para carregamento, o Governo do país importador ou os compradores autorizados por ele deverão abrir uma carta de crédito, em dólares dos Estados Unidos, para o custo estimado do transporte marítimo para tais mercadorias.

H. O financiamento, venda, e entrega de produtos ao abrigo deste acordo podem ser cancelados por qualquer dos Governos (se qualquer dos dois Governos o determinar) em virtude da mudança de condições para a continuação de tal financiamento, venda

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ou entrega desnecessária ou indesejável.

ARTIGO II

A. Pagamento Inicial

O Governo do país importador pagará ou mandará pagar tal pagamento inicial que seja especificado na Parte II deste acordo. O valor deste pagamento será a parte do preço de compra (excluindo qualquer custo do transporte marítimo que esteja incluido) igual à percentagem do pagamento inicial indicado na Parte II e o pagamento será feito em dólares dos Estados Unidos de acordo com a autorização de compra determinada.

B. Pagamento em moeda local

O Governo do país importador, pagará, ou mandará pagar, logo que tal lhe seja pedido pelo Governo do país exportador em quantias que este venha a determinar, mas nunca mais tarde do que um ano após o dispêndio pela Commodity Credit Corporation ao abrigo deste acordo, ou no fim do período de fornecimento, conforme o que ocorrer mais tarde, um pagamento tal como especificado na Parte II deste acordo conforme a Secção 103 (b) do Acto (adiante referido como pagamento em moeda local). O pagamento em moeda local será a parte da quantia financiada pelo país exportador igual à percentagem especificada para pagamento em moeda local na Parte II. O pagamento será feito de acordo com o parágrafo H e para os fins especificados na Subsecção 104 (a), (b), (e) e (h) do Acto, como descrito na Parte II deste acordo. Esse pagamento será creditado contra

a)- a quantia de juros devidos em cada ano durante o período antes da data de vencimento da primeira prestação, com o começo no primeiro ano, mais

b)- os pagamentos combinados do capital e juros com começo no pagamento da primeira prestação, até estar coberto o valor do pagamento do uso de moeda.

A não ser que doutro modo especificado na Parte II, nenhum pedido de pagamento será feito pelo Governo do país exportador antes do primeiro dispêndio pela Commodity Credit Corporation do país exportador ao abrigo deste acordo.

C. Tipo de Financiamento

As vendas das mercadorias especificadas na Parte II serão financiadas de acordo com o tipo de financiamento adiante indicado. As condições especiais de venda estão também indicadas na Parte II.

D. Condições de Crédito

1. Em relação às mercadorias fornecidas em cada ano civil ao abrigo deste acordo o capital de crédito (aqui referido como capital) consistirá do valor desembolsado em dólares pelo Governo do País exportador para as mercadorias (não incluindo o custo do transporte marítimo) menos o pagamento inicial pagável ao Governo do País exportador.

   O capital será pago de acordo com o programa de pagamento indicado na Parte II deste acordo. A primeira prestação é devida e pagável na data especificada na Parte II deste acordo. As prestações subsequentes serão pagas em intervalos de um ano a partir dessa data. Qualquer pagamento do capital pode ser feito antes da data do seu vencimento.

2. Os juros do saldo do capital devidos ao Governo do país exportador para as mercadorias entregues em cada ano civil serão pagos como se segue:

   a)- Em caso de crédito em dólares, os juros começarão a contar na data da última entrega das mercadorias em cada ano civil. Os juros serão pagos o mais tardar à data do vencimento da prestação do capital, excepto no caso da data da primeira prestação vencer um ano depois da data da última entrega, o primeiro pagamento dos juros será feito não mais

tarde do que a data em que completar um ano após a última entrega e a partir daí o pagamento dos juros será feito anualmente e não mais tarde do que a data do vencimento de cada prestação.

b)- No caso de crédito em moeda local convertível, os juros começarão a contar na data do dispêndio dos dólares pelo Governo do país exportador. Esses juros serão pagos anualmente com começo um ano após a última entrega de mercadorias em cada ano civil, com excepção de que, se o pagamento da prestação destas mercadorias não se vencer um ano depois da data da última entrega, esse juro acumulado na data de vencimento da primeira prestação será devido na mesma data da primeira prestação e a partir de então o juro será devido nas datas de pagamento das prestações subsequentes.

3. Para o período de tempo a partir da data em que os juros começam até à data do pagamento da primeira prestação, os juros serão calculados à taxa de juros inicial especificada na Parte II deste acordo. A partir daí, os juros serão calculados à taxa de juro contínua especificada na parte II deste acordo.

E. Execução dos Pagamentos

O Governo do país importador fará ou mandará fazer pagamentos ao Governo do país exportador na moeda, valor e à taxa de câmbio indicada por este acordo como se segue:

1. Os pagamentos em dólares serão enviados ao Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington D.C. 20250, a não ser que outro método de pagamento seja acordado pelos dois Governos.

2. Os pagamentos na moeda local do país importador (adiante designado por moeda local) serão depositados na conta do Governo dos Estados Unidos da América em contas vencendo juros em bancos do país importador escolhido pelo Governo dos Estados Unidos da América,

F. Receitas das vendas

O valor total dos rendimentos resultante para o país importador da venda de produtos financiados ao abrigo deste acordo, a ser aplicável aos projectos de desenvolvimento económico estabelecido na Parte II deste acordo, não será menor do que o equivalente em moeda local ao desembolso em dólares pelo Governo do país exportador relativo ao financiamento das mercadorias (excepto o diferencial do transporte marítimo), sendo, no entanto, os rendimentos das vendas deduzidos dos pagamentos em moeda local se for caso disso, e feitos pelo Governo do país importador. A taxa de câmbio a ser usada nos cálculos desta conversão em moeda local será a taxa da autoridade monetária central do país importador, ou do seu agente autorizado, para a venda de divisas contra moeda local para as importações comerciais das mesmas mercadorias. Se quaisquer destes rendimentos forem emprestados pelo Governo do país importador a organizações privadas ou não governamentais serão concedidos a taxas de juros aproximadamente equivalentes àquelas feitas para empréstimos comparáveis no país do importador. O Governo do país importador fornecerá sempre que lhe seja pedido, e de acordo com o processo de divulgação do seu orçamento anual, mas pelo menos uma vez por ano, um relatório das receitas e despesas dos rendimentos, certificado pela autoridade de auditoria do Governo do país importador, e em caso de despesas o sector do orçamento no qual foram utilizadas.

G. Cálculos

O cálculo do pagamento inicial, e o pagamento em moeda local em todos os pagamentos do capital e juros ao abrigo deste acordo serão feitos em dólares dos Estados Unidos.

H. Pagamentos

Todos os pagamentos serão feitos em dólares dos Estados Unidos ou se o Governo do país exportador assim desejar,

1. Os pagamentos serão feitos em moedas livremente convertíveis de terceiros países a uma taxa de câmbio mutuamente acordada e serão usados pelo Governo do país exportador para pagamento das suas dívidas ou, em caso de pagamentos em moeda local para os fins estabelecidos na Parte II deste acordo; ou

2. Os pagamentos serão efectuados em moeda local à taxa de câmbio em vigor e especificada na Parte I, Artigo III.G deste acordo e à opção do Governo do país exportador serem convertidos em dólares dos Estados Unidos à mesma taxa, ou utilizados pelo Governo do país exportador para pagamento das dívidas ou, em caso de pagamentos em moeda local utilizada para os fins estabelecidos na Parte II deste acordo no país importador.

ARTIGO III

A. Comércio Mundial

Os dois Governos fornecerão as máximas precauções para impedir que as vendas de produtos agrícolas ao abrigo deste acordo não desviará o mercado usual do país importador desses produtos ou perturbará os preços mundiais de produtos agrícolas ou os mecanismos normais de comércio com países que o Governo do país exportador considera serem países amigos (designados neste acordo como países amigos). Ao implementar esta condição o Governo do país importador deve:

1. Assegurar que as importações do país exportador e outros países amigos para o país importador pagos com os recursos do país importador igualarão pelo menos as quantidades de produtos agrícolas conforme pode ser especificado no quadro de mercados usuais incluido na Parte II e durante cada período de importação nele especificado e durante cada período subsequente comparável no qual os produtos financiados ao abrigo deste acordo serão entregues. As importações dos produtos para satisfazer as necessidades usuais de mercado para cada período de importação serão adicionais a compras financiadas ao abrigo deste acordo.

2. Tomar medidas para assegurar que o país exportador obtenha uma justa partilha de qualquer aumento nas compras comerciais de produtos agrícolas pelo país importador.

3. Tomar todas as medidas possíveis para evitar a revenda, desvio em transito, ou transbordo para outros países ou o uso para outros fins que não sejam domésticos dos produtos agrícolas comprados ao abrigo deste acordo (excepto quando tal revenda, desvio em trânsito, transbordo ou uso fôr especificamente aprovado pelo Governo dos Estados Unidos da América).

4. Tomar todas as precauções para evitar exportar qualquer produto de origem doméstica ou estrangeira, que esteja definido na Parte II deste acordo, durante a limitação de exportações iniciada no quadro de limitação de exportações na Parte II (excepto conforme possa ser especificado na Parte II ou se tais exportações forem aprovadas pelo Governo dos Estados Unidos da América).

B. Comércio Privado

Ao cumprir as condições deste acordo, os dois Governos procurarão assegurar condições de comércio que permitam aos negociantes privados efectivamente funcionarem.

C. Auto-Ajuda

A Parte II descreve o programa que o Governo do país importador está a desencadear para melhorar a sua produção, armazenagem, e distribuição dos produtos agrícolas. O Governo do país importador fornecerá de tal forma e em qualquer altura que lhe seja pedido pelo Governo do país exportador, uma exposição por escrito sobre o progresso que o país importador está a obter na implementação das medidas de auto-ajuda.

D. Relatórios

Adicionalmente a quaisquer outros relatórios que possam ser acordados pelos dois Governos, o Governo do país importador fornecerá pelo menos trimestralmente para o período de fornecimento especificado na Parte II, Alínea I deste acordo e qualquer subsequente período comparável durante o qual os produtos comprados ao abrigo deste acordo sejam importados ou utilizados:

1. a seguinte informação em relação a cada fornecimento de produtos ao abrigo deste acordo: o nome do navio, a data da chegada, o porto de chegada, o produto e quantidade recebida, e a condição em que foi recebido;

2. um relatório mostrando as medidas tomadas de forma a assegurar as necessidades usuais do mercado;

3. uma exposição das medidas que forem tomadas para implementar as condições das Secções A 2 e 3 deste Artigo; e

4. informação estatística das importações por país de origem e exportações por país de destino, dos produtos iguais ou similares àqueles importados ao abrigo deste acordo.

E. Procedimento para Acerto de Contas

Cada um dos dois Governos estabelecerá os meios apropriados para facilitar o acerto nos seus respectivos registos dos valores financiados relativos aos produtos entregues durante cada ano civil. A Commodity Credit Corporation do país exportador e o Governo do país importador podem fazer tais ajustamentos nas contas de crédito conforme mutuamente decidirem que são as indicadas.

F. Definições

Para os fins deste acordo:

1. a entrega será definida ter sido efectuada na data de entrada a bordo indicada no conhecimento de embarque que foi assinado ou rubricado em nome do navio transportador;

2. a importação será definida ter sido efectuada quando os produtos tiverem entrado no país, e passado pela alfândega, se houver, no país de importação;

3. a utilização será definida ter sido efectuada quando os produtos forem vendidos sem restrições no país importador ou distribuido por outra maneira ao consumidor dentro do país.

C. Taxa de Câmbio Aplicável

Para os fins deste acordo, a taxa de câmbio aplicável para determinar o valor de qualquer pagamento ao Governo do país exportador em moeda local será à taxa em vigor na data do pagamento do país importador que não seja menos favorável ao Governo do país exportador do que a taxa de câmbio mais alta legalmente obtida no país importador e que não seja menos favorável ao Governo do país exportador do que a taxa de câmbio mais alta obtida por qualquer outra nação. Em relação à moeda local:

1. Enquanto o sistema da taxa de câmbio unitária existir no país importador, a taxa de câmbio aplicável será a taxa à qual a autoridade monetária central do país importador, ou o seu agente autorizado, vende moeda estrangeira por moeda local;

2. Se um sistema de taxa unitária não existir, a taxa aplicável será a taxa (conforme mutuamente concordado pelos dois Governos) que cumpra as necessidades da primeira fase desta secção G.

H. Consultas

Os dois Governos, a pedido de qualquer um deles, consultar-se-ão sobre qualquer assunto que possa surgir relativo a este acordo, incluindo a operação de arranjos conforme este acordo.

I. Identificação e Publicidade

O Governo do país importador tomará tais medidas conforme venham a ser acordadas depois da entrega para a identificação de géneros alimentícios em locais de distribuição do país de importação, e para publicidade conforme indicado na subsecção 103 (1) do Acto.

Parte II - Condições Especiais

Alínea I. - Quadro de Mercadorias

- MERCADORIA -	Período do Fornecimento (ANO FISCAL E.U.A.) ANOS	Quantidade Máxima APROXIMADA TON. MÉTRICAS	Exportação Máxima Valor do Mercado MILHÕES
TRIGO FARINHA DE TRIGO (EQUIVALENTE EM GRÃO)	1979	17,000	Dólares 2.2
ARROZ	1979	10,000	Dólares 2.8
TOTAL			Dólares 5.0

Alínea II. Regras de pagamento: Moeda local convertível

Crédito (40 anos)

1. Pagamento inicial - 5 por cento
2. Pagamento em moeda local - Nenhum
3. Número de prestações - 31
4. Montante de cada prestação - Prestações anuais aproximadamente iguais.
5. Data de vencimento do pagamento da primeira prestação - 10 anos depois da data da última entrega da mercadoria por ano civil.
6. Taxa de juros inicial - 2 por cento
7. Taxa de juros contínua - 3 por cento

Alínea III. Quadro do mercado usual

MERCADORIA	PERÍODO DE IMPORTAÇÃO (ANO CIVIL E.U.A.)	MERCADOS USUAIS (TON. MÉTRICA)
TRIGO/FARINHA TRIGO (EQUIVALENTE EM GRÃO)	1979	70,000
ARROZ	1979	8,200

Alínea IV. Limitação de exportação

A. O período de limitação de exportação será o ano fiscal de 1979 dos E.U.A. ou qualquer ano fiscal subsequente dos E.U.A. durante o qual as mercadorias financiadas ao abrigo deste acordo serão utilizadas ou importadas.

B. Para o efeito na Parte I, Artigo III (A) (4) do acordo, as mercadorias que não podem ser exportadas são:

Para Trigo/Farinha de Trigo - Trigo, farinha de trigo, trigo enrolado, semolina, farinha ou bulger (ou o mesmo produto sob um nome diferente e quanto ao arroz - em casca ou branqueado.

Alínea V. Medidas de Auto-Ajuda

A. Ao implementar estas medidas de auto-ajuda um enfâse especial será dado para contribuir directamente no desenvolvimento das áreas rurais pobres e permitir aos pobres participar activamente no aumento da produção agrícola através de pequenas fazendas agrícolas.

B. O Governo da República Popular de Moçambique concorda em:

1. Apoiar a produção, melhoramento e distribuição de sementes;
2. Fortalecer a comercialização de produtos agrícolas e insumos;
3. Promover o desenvolvimento da irrigação de pequenas fazendas;
4. Melhorar o fornecimento e conservação dos recursos de energia e combustível a partir da madeira;
5. Apoiar o desenvolvimento de recursos de pescas nas águas interiores;
6. Melhorar a qualidade e utilização de terra agrícola disponível a pequenos agricultores;
7. Melhorar a produção e a criação pecuária.

Alínea VI. Objectivos do Desenvolvimento Económico para os quais as receitas a favor do país importador vão ser utilizadas;

A. As mercadorias fornecidas ao abrigo deste acordo, ou as receitas do país importador da venda de tais mercadorias, serão usadas para os seguintes projectos/programas que beneficiam directamente as pessoas necessitadas do país importador:

(1). As seguintes medidas de auto-ajuda estabelecidas na alínea V do acordo:

1. Produção, melhoramento e distribuição de sementes;
2. Comercialização de produtos e insumos agrícolas;
3. Irrigação de pequenas fazendas;
4. Reflorestamento, conservação e expansão de recursos de combustível de madeira;
5. Pescas nas águas interiores;
6. Utilização de terra agrícola e sua conservação;
7. Investigação, criação e imunização pecuária.

B. Os projectos/programas identificados na alínea VI (A) acima beficiarão directamente os necessitados das seguintes maneiras:

1. Projectos de produção, melhoramento e distribuição de sementes melhorarão a produção, rendimento, níveis de nutrição e nível de vida dos camponeses;
2. Programas de comercialização de produtos e insumos agrícolas melhorarão a produtividade agrícola e a expansão do escoamento de produtos alimentares. A comercialização de insumos agrícolas, aumentará a disponibilidade de mercadorias essenciais tais como fertilizantes e pequenos implementos agrícolas. A comercialização das colheitas tem sido um grande impedimento para o abastecimento de alimentação às zonas urbanas, um problema crítico enfrentado por muitos dos cidadãos mais pobres do país. Os esforços de comercialização têm a finalidade de aumentar e melhorar o número de centros de colecta, distribuição e armazenagem;
3. Programas de irrigação para pequenas fazendas fornecerão a água necessária para o aumento da produtividade, particularmente nas regiões que circundam a Beira e Buzi;

4. Reflorestamento, conservação e projectos de firnecimento de combustível a partir da madeira melhorarão a disponibilidade de necessidade de energia essencial a custos baixos para as famílias rurais enquanto mantém a integridade dos recursos florestais;
5. Projectos de pescas nos águas interiores apoiarão o desenvolvimento e recursos de proteínas a um custo baixo para o consumo dos camponeses. Tais pescarios também representam rendimento adicional para as populações rurais;
6. O uso de terra agrícola e actividades de conservação terão como objectivos reduzir e controlar o crescimento de matagais nas zonas agrícolas, pois estes ameaçariam particularmente a capacidade de produção alimentar dos pequenos agricultores;
7. Projectos de investigação, criação e imunização pecuária melhorarão o rendimento e a disponibilidade alimentar para os camponeses. As actividades incluiriam o controle de doenças e investigação básica para a produção pecuária;

C. Em aditamento ao relatório exigido na Parte I, Artigo II (F) deste acordo, o país importador concorda em fornecer relatório sobre o andamento da realização dos projectos/programas identificados na anlínea VI (A) acima. Tal relatório será feito pelo país importador dentro de seis meses a seguir à última entrega de mercadorias no primeiro ano civil deste acordo e todos os seis meses seguintes até todas as mercadorias fornecidas aqui, ou as receitas da sua venda, serem utilizadas para os projectos/ /programa especificados na alínea VI (A) acima.

Parte III - Condições Finais

A. Este acordo pode ser cancelado por qualquer dos Governos mediante aviso dado ao outro Governo por qualquer razão, e se o Governo do país exportador considerar que o programa de auto-ajuda descrito neste acordo não está a ser adequadamente desenvolvido. Tal cancelamento não reduzirá as dívidas financeiras que o Governo do país importador tenha contraído na data do cancelamento do acordo.

Este acordo entra em vigor após assinatura.

B. COMO TESTEMUNHAS, os respectivos representantes, devidamente autorizados para o fim, assinaram o presente acordo.

Feito em Maputo, neste 28th dia de Junho, de 1979, em dois originais nas línguas Portuguesa e Inglesa, sendo ambos os textos igualmente válidos. O texto em Inglês servirá de texto de referência, para qualquer dúvida de interpretação.

PELO GOVERNO DOS ESTADOS UNIDOS DA AMÉRICA

PELO GOVERNO DA REPÚBLICA POPULAR DE MOÇAMBIQUE

OFFICIAL AGREED MINUTES OF NEGOTIATIONS
RELATING TO THE AGREEMENT BETWEEN THE
UNITED STATES OF AMERICA AND THE PEOPLE'S
REPUBLIC OF MOZAMBIQUE FOR SALES OF
AGRICULTUPAL COMMODITIES, FY 1979

On May 30-31, 1979, the following delegations representing the Government of the United States of America (USG) and Government of the People's Republic of Mozambique (GPRM) met to discuss the draft agreement between the two countries for the sale of agricultural commodities:

For the United States:

Mr. H. Peters Strong, Regional Food for Peace Officer, REDSO/EA, U.S. Embassy, Nairobi

Mr. David A. Cohen, Mozambique/Angola Desk Officer, AID, Washington, D.C.

Mr. Jimmy J. Kolker, Economic/Commercial Officer, U.S. Embassy, Maputo

For the People's Republic of Mozambique:

Dr. Antonio Almeida Matos, National Director of Commercial Trade, Ministry of Foreign Commerce, Maputo

Mr. Manuel Aranda da Silva, Director of Planning, Ministry of Internal Commerce, Maputo

Ms. Maria Violante J. Manuel, International Department, Bank of Mozambique, Maputo

Mr. Joaquim Marcos, Ministry of Finance, Maputo

The draft Agreement was discussed in its entirety by the two delegations and particular reference was made to the following points:

1. Because of the severe drought that it has recently been experiencing, the Government of Mozambique requested that $2.8 million dollars, originally planned for the purchase of rice under the Agreement, be utilized instead for the acquisition of corn. Upon verification that such a change was acceptable with Wash-

ington, the U.S. delegation agreed to the modification. However, because it was not possible to deliver corn in bags, the GPRM later decided to purchase rice instead of corn and this was agreed to by Washington.

2. The commodity commitments in the Agreement are in terms of dollor values and not quantities. At the time the draft was prepared, it was calculated that $2.2 million would purchase approximately 17,000 metric tons of wheat and $2.8 million approximately 10,000 metric tons of rice. It was called to the particular attention of the GPRM delegation that Article 1(E) of Part I of the Agreement provides that the export value specified in Part II may not be exceeded. This means that, if commodity prices increase over those used in announcing the quantities and market values covered in Part II of the Agreement, the quantity to be financed under the Agreement will be less than the approximate maximum quantity set forth in Part II.

3. The U.S. Government representatives called attention to the Government of Mozambique's responsibilities for the timely submission of reports. The reports required under the Agreement include compliance, arrival, and shipping information (ADP sheets), self-help, and use of sales proceeds. The Government of Mozambique delegated coordination of reporting requirements to ENACOMO (the National Marketing Board) and the Office of International Cooperation of the Ministry of Planning.

4. The representatives of both governments carefully reviewed the contents of Part II, items V and VI, which include self-help economic development measures. The United States attaches particular importance to the self-help aspects of the program, as

assisting Mozambique in its economic development is a prime purpose of the Agreement.

5. Purchase of food commodities under the Agreement must be made on the basis of invitations for bid (IFB) publicly advertised in the United States and on the basis of bid offerings which must conform to the IFB. The terms of all IFB's (including the IFB's for ocean freight) must be approved by the General Sales Manager of the U.S. Department of Agriculture (USDA) prior to issuance. All awards under IFB's must be consistent with open, competitive, and responsive bidding procedures.

6. As the GPRM has no Embassy in Washington, D.C., it will send an authorized representative to the United States shortly after the signing of the Agreement to conduct all necessary actions required under the Agreement. Such actions include (but are not limited to) requesting Purchase Authorizations, putting out invitations for bids, selecting bids, and making shipping arrangements.

7. During negotiations, the U.S. Embassy confirmed its assessment of Mozambique's capability to receive, store, and distribute commodities and, in consultation with the GPRM, developed the additional operational information outlined below.

a) The types and grades of the commodities to be purchased are (in accordance with official U.S. standards): Wheat - 40 (forty) percent of the total U.S. No. 2 Hard Red Winter or U.S. No. 2 Hard Red Spring or a combination thereof; and 60 (sixty) percent U.S. No. 2 Soft Red Wheat or U.S. No. 2 Soft White Wheat or a combination thereof; Rice - grade U.S. no. 5 or better long, medium or short grain milled rice or brown rice for processing.

b) Proposed contracting and delivery dates are: Contracting

- on or about July 6, 1979. Delivery - Rice - 6,000 MT for arrival Maputo in October and 4,000 MT for arrival at Beira in October; Wheat for arrival at Maputo in October.

c) The names and addresses of the banks which will be handling financing operations are: Banco de Mocambique, Maputo, and Morgan Guarantee Trust Company, New York City.

8. Assurance was given that the appropriate GPRM authorities are prepared to make immediate transfers of funds to cover ocean freight costs and the five percent initial payment requirement related to contracts to be concluded pursuant to the Agreement. Particular emphasis was given by the U.S. delegation to the need for the timely opening of Letters of Credit (L/Cs). If L/Cs are not opened on a timely basis, additional costs could be incurred and/or contracts could be cancelled and the United States Government could offer no remedy.

9. The U.S. delegation explained that the usual marketing requirement figures of 70,000 metric tons of wheat and 8,200 metric tons of rice were based on the averages of Mozambique's rice and wheat imports for the last five years from "friendly countries" (as defined in the Agreement). Under law, the United States Government is obligated to insure that concessional sales do not interfere with the commercial sales of the United States and other friendly countries. The United States would expect, therefore, that Mozambique would continue to maintain this five year average of commercial imports during the period of this Agreement (Part II, Item IV, A). A modified UMR for wheat which revises downward the current figure of 70,000 metric tons may be attached as an

amendment to the Agreement at a later date.

10. A discussion was held on the subject of unofficial movements of commodities. Because commodity movement is under the direction of Mozambican national parastatal organizations, controls on misuse will be very tight. Government penalties for illegal market operations are already well-defined and operational.

11. The Government of Mozambique delegation requested that Part I, Article II paragraphs B; D. 2. b; and E. 2. of the Draft Agreement, which respectively pertain to the Currency Use Payment, Convertible Local Currency Credit, and payments in local currency, be deleted as these provisions do not relate directly to the program under discussion. After consultation with Washington, the U.S. delegation responded that this could not be accepted because: 1) such language is standard in all Title I Agreements worldwide and is not subject to modification, and 2) such language may prove useful for inclusion by reference in future Title I sales agreements that the United States and Mozambique may wish to undertake.

12. The Government of Mozambique delegation requested that a Portuguese language translation of the Agreement also be executed in duplicate original. The U.S. delegation agreed to the request, with the provision that wording be added to the Agreement which refers to the translation and to establish that, in cases of differences of interpretation, the English language version of the Agreement will prevail.

The above sets forth the elements of understanding between

the Government of the People's Republic of Mozambique and the Government of the United States of America.

For the Government of the People's Republic of Mozambique

By: _____

Name: Dr. Antonio Almeida Matos

Title: National Director of Commercial Trade

For the Government of the United States of America

By: _____

Name: Willard A. De Pree

Title: Ambassador of the United States of America

Signed at
Maputo, Mozambique
June 28, 1979

FEDERAL REPUBLIC OF GERMANY

Defense: ROLAND 2 System Tests

Memorandum of understanding signed at Bonn and Washington February 18 and 28, 1975;
Entered into force February 28, 1975

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY
REPRESENTED BY THE
FEDERAL MINISTRY OF DEFENSE
AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
REPRESENTED BY THE
UNITED STATES DEPARTMENT OF THE ARMY

Pertaining to cooperative tests for the ROLAND 2 all weather short range air defense system.

1. INTRODUCTION AND OBJECTIVE

1.1 The United States Department of the Army (USDA) has awarded a contract to perform engineering development and fabrication of prototypes of an all weather short range air defense system (AWSHORADS) based on the Federal Ministry of Defense (FMOD) ROLAND 2 air defense system.

1.2 In order to test the operational and performance capabilities of the basic engineering design of the FMOD ROLAND 2 system prior to final US contractor fabrication of prototypes, USDA wishes to perform certain performance tests (PT) and operational tests (OT).

1.3 The FMOD wishes to participate in the above mentioned tests in order to obtain additional technical and operational information on the ROLAND 2.

1.4 Therefore the USDA and FMOD have decided to jointly conduct such tests on the ROLAND 2.

1.5 For purposes of this MOU, the FMOD is also acting with the concurrence of the French Ministry of Defense.

2. MISSION AND ORGANIZATION

2.1 Pursuant to this agreement the USDA and the FMOD will jointly implement:

— performance tests and
— tests under military operational conditions.

Details may be gathered from Annex 1, [1] which is a component of this agreement.

2.2 The USDA and the FMOD will establish a joint working staff for implementation of the tests and experiments, which will be jointly headed by two test directors one from each country. Additionally the French Ministry of Defense will appoint a Deputy Director for such tests as may be conducted in France. The organization in detail is shown in Annex 1.

2.3 The Test Directors (TD) are authorized to communicate directly with each other within special procedures described by their national authorities for exchange of information and routine matters pertaining to this program.

2.4 Testing performed under this MOU will be limited to that described in Annex 1 except for changes to the test plan which do not increase cost, timescale or add to the complexity of the cooperative test plan. Reduction in scope and materiel required may be made by arrangement of the TD's only with the concurrence of the USDA SHORADS PM, USATECOM and USAOTEA together with any concurrences required by the FMOD.

2.5 Necessary changes which exceed the authority of the TD's set forth above, or failure of the TD's to agree on implementation of any element of the cooperative test plan, will be referred to the signatories of this MOU for resolution.

2.6 USDA as host country will insure the prerequisites for the tests that will be implemented in the USA on the American continent are met. The FMOD as host country will insure the prerequisites for the tests, which will be implemented in the Federal Republic of Germany, and will assure that equal prerequisites will also exist for the tests to be implemented in France.

3. GOVERNMENT FURNISHED EQUIPMENT AND SUPPORT

3.1 The FMOD and USDA will make available the material required for the joint test program—as far as available. These services include personnel, material, technical facilities and ranges. The USDA provided equipment and support is listed in Annex 2, [1] the FRG provided equipment and support is listed in Annex 3. [1]

[1] Not printed.

3.2 USDA and the FMOD will each make available transportation appropriate for the required transportation of personnel and material, inasmuch as they are in a position from their own means (resources). The following shall apply as regards necessary transatlantic air transports: USDA will be responsible for the transportation of all material, whereas the FMOD will be responsible for the transportation of its personnel and, the basis of space available, also for the transportation of US personnel. As to details of the transport services to be accomplished by USDA refer to Annex 2 and regarding the FMOD to Annex 3.

4. FINANCIAL RESPONSIBILITY

4.1 The equipment and services of the governments provided for at Art. 3 above will be free of charge unless otherwise agreed to in this article.

4.2 To assist the FMOD in defraying the costs it will incur with industry in support of this program, the USDA agrees to reimburse the FMOD for 50% of such costs but not to exceed DM 7,000,000. This amount is the USDA maximum liability to FMOD except as specified in paragraph 4.4 below. These payments will be made as costs are incurred but not exceed the amount of DM 2,250,000 not later than 30 June 1975 and the remainder of the liability incurred hereunder not later than 30 June 1976.

4.3 Turn-over taxes and customs will be borne by the party to the agreement, on whose terrain they are charged.

4.4 Should either the USDA or FMOD be requested to provide housing and messing facilities, such facilities shall be provided on a reimbursable basis.

5. EXCHANGES OF INFORMATION

5.1 All data resulting from this program will be considered to be *combined* military information with ownership and control thereof residing equally in the USDA the FMOD and the French Ministry of Defense. Such combined military information may not be released to a fourth government by either the USDA the FMOD or the French Ministry of Defense without the consent of the other parties.

5.2 The USDA and the FMOD will promptly provide to each other, through the organization specified for this program in Annex 1, such technical and operational data as may be necessary, in the judgement of the TD's to the conduct of this program.

5.3 The technical and operational data provided under para 5.2 will be exchanged free of charge for evaluation purposes only by the receiving government and its contractor(s) directly involved in this program. Such data as is so provided will

not be divulged to any other party except with written approval from the originating government. Each government will designate an authority for the expeditious processing of requests for information. These restrictions will not limit the right of the USDA the FMOD, the French Ministry of Defense, or its directly involved contractors, to use, disclose or reproduce information provided under para 5.2 if the USDA, FMOD, French Ministry of Defense, or its directly involved contractors, obtained rights to use such data or information from another source or if such data or information is in the public domain. Any data or information disclosed orally or visually will, whenever appropriate and practicable, be reduced to documentary form. The USDA, FMOD and the French Ministry of Defense will take all reasonable steps necessary to ensure that any information disclosed orally or visually which is not reduced to documentary form is not used or disclosed except as permitted under this paragraph for documentary information.

5.4 As a general rule test reports will be prepared jointly by the TD's. However, preparation of the final test report shall be the responsibility of the USDA TD. All test reports will be promptly exchanged by the TD's. Since each test report is identified as combined military information (para 5.1) the TD's should consult on and oversee their preparation.

6. CLAIMS

6.1 Claims arising from this program will be dealt with in accordance with the provisions of Article VIII of the Agreement regarding the Status of Forces of Parties to the North Atlantic Treaty (SOFA) [1] provided that:

6.1.1 Any US, FRG or French personnel who participate in the program as technical experts but who do not come within the definition of "civilian component" in Article I of SOFA will nevertheless be deemed, for the purposes of this MOU, to be members of a civilian component accompanying a force.

6.1.2 All property owned by the USDA, the FMOD, the French Ministry of Defense or their contractors and used in connection with this program will be deemed to be property owned by a contracting party to this MOU and used by its land, sea or air armed forces.

6.1.3 The provisions of the SOFA will not apply to claims in respect to damage, loss or injury caused by vehicles owned or hired and operated by USDA, FMOD or French contractors in the territory of the host government. Therefore, any personal vehicle operated by the

[1] Signed June 19, 1951. TIAS 2846; 4 UST 1802.

FMOD, USDA, or French contractors personnel in the host territory will comply with the insurance liability requirements of the state or territory in which the owner or operator thereof may be residing for purposes of execution of this program. If any such vehicle should be operated on a military installation, the owner or operator of such vehicle shall comply with the insurance requirements of the military installation where operated.

In the event that the state or territory insurance requirements are less than the insurance requirements of the military installation, any vehicle operated on the military installation would be required to show proof of insurance in accordance with the military installation requirements.

7. VISITS

7.1 In addition to the provision concerning visits enumerated in the Cooperative Test Plan (Annex 1 hereto) the following will also apply:

7.1.1 Subject to its national security requirements, the USDA will provide for visits of FMOD, French Ministry of Defense and their contractor personnel to test sites in the US for the purposes of studying or observing the cooperative tests.

7.1.2 Subject to French and German national security requirements, the FMOD will provide for visits of USDA and its contractor personnel to tests sites in Germany and France for the purposes of studying or observing the cooperative tests.

7.1.3 Visits described in 7.1.1 and 7.1.2 above will be arranged by the TD's so that tests or work being carried on will not be disturbed. Official requests and clearances for these visits will be processed through established national channels.

7.2 All visiting personnel will comply with all security regulations of the host country and any trade secrets or proprietary technical data disclosed to such visitors will be treated as if supplied to the sponsor government of such visitors.

8. SECURITY

8.1 All information or materiel supplied or exchanged under this program will be subject to:

8.1.1 The US/FRG General Security Agreement of 23 December 1960.

8.1.2 The NATO Agreement on the Communication of Technical Information for Defense Purposes and its Implementing Procedures dated 19 October 1970. [1]

8.2 Information or materiel classified up to and including US/SECRET and its FRG or French equivalent may be exchanged or supplied under this program.

8.3 Classification of test reports containing combined military information will be as agreed to by the TD's. Test reports containing information provided by either participant will, at a minimum, bear a classification at least equal to the classification assigned by the originator.

9. EFFECTIVE DATE AND DURATION

9.1 This MOU will be effective as of the date of the last official signature.

9.2 The agreement to exchange information under this program will extend beyond completion of the Cooperative Test Plan (Annex 1 to completion and publication of the deliberations as regards the ROLAND program, of the US Defense Systems Acquisition Review Committee - 2 A (DSARC-2A), unless earlier terminated by agreement of the signatories hereto.

BONN, *18. Februar 1975*

THE FEDERAL MINISTER OF DEFENSE

Im Auftrag

WAHL

WASHINGTON, *28 Feb 1975*

FOR THE UNITED STATES DEPARTMENT OF THE ARMY

PETER G. OLENCHUK

Peter G. Olenchuk
Major General, GS
Assistant Deputy Chief of Staff for Research, Development and Acquisition for International Programs

[SEAL]

[1] TIAS 7064; 22 UST 347.

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending the agreement of June 2, 1977, as amended.
Effected by exchange of letters
Signed at México September 27 and 28, 1979;
Entered into force September 28, 1979.

The American Chargé d'Affaires, ad interim to the Mexican Attorney General

EMBASSY OF THE
UNTIED STATES OF AMERICA
MÉXICO, D.F.

SEPTEMBER 27, 1979

His Excellency
Lic. OSCAR FLORES
Attorney General of the Republic
San Juan de Letrán No. 9
México, D.F.

DEAR MR. ATTORNEY GENERAL:

In confirmation of recent coversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics and the eradication of opiate production, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and increase by U.S. $1,550,000.00 the funding provided under the agreement effected by our exchange of letters dated June 2, 1977, as amended by an exchange of letters dated September 28, 1977, and as further amended by exchanges of letters dated July 20, 1978, August 24, 1978, and January 15, 1979.[1]

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[1] TIAS 8952, 9251; 29 UST 2483; 30 UST 1284.

The Government of the United States therefore agrees to delete the phrase "Fourteen Million, One Hundred and Forty Six Thousand, Two Hundred and Thirty Five Dollars (U.S. $14,146,235.00)", in the second paragraph of our letter dated June 2, 1977, as previously amended, and substitute therefor the phrase, "Fifteen Million, Six Hundred and Ninety Six Thousand, Two Hundred and Thirty Five Dollars (U.S. $15,696,235.00)".

The Government of United States further agrees to add the phrase in the second paragraph of our letter dated June 2, 1977, as previously amended, "a two-year extension to the" and therefor read "toward the cost of a two-year extension to the contract".

The Government of the United States further agrees to delete the last sentence in its entirety in the second paragraph from our letter dated June 2, 1977, as previously amended, and substitute therefor the sentence, "The funds provided herein are for a two-year extension to the original two-year contract and subject to the availability of funds for this purpose."

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the cooperative narcotics control effort of our two governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurances of my highest consideration and personal esteem.

J A Ferch

John A. Ferch

Chargé d'Affaires, a.i.

The Mexican Attorney General to the American Chargé d'Affaires, ad interim

PROCURADURIA GENERAL
DE LA
REPUBLICA

590

México, D.F., septiembre 28 de 1979.

SR. JOHN A. FERCH,
ENCARGADO DE NEGOCIOS,
AD INTERIM
PRESENTE.

Excelentísimo señor:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes y la destrucción de la producción de opiáceos, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. $1,550,000 los fondos proporcionados bajo el convenio efectuado por medio de nuestro intercambio de cartas fechadas 2 de junio de 1977, y a su vez enmendada por intercambio de cartas fechadas 28 de septiembre de 1977, 20 de julio de 1978, 24 de agosto de 1978 y 15 de enero de 1979.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase "Catorce Millones, ciento cuarenta y seis mil, doscientos treinta y cinco dólares (U.S. $14,146,235)" en el segundo párrafo de nuestra carta de fecha 2 de junio de 1977, como previamente enmendada, y substituir la frase "Quince millones, Seiscientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. $15,696,235)".

El Gobierno de los Estados Unidos, además está de acuerdo en agregar la frase en el segundo párrafo de nuestra carta de fecha 2 de junio de 1977, como previamente enmendada, "una prórroga de dos años al" para que a su vez lea "hacia el costo de una prórroga de dos años al contrato".

El Gobierno de los Estados Unidos, además, está de acuerdo en suprimir la última frase en su totalidad en el segundo párrafo de nuestra carta con fecha 2 de junio de 1977, como previamente enmendada y substituir la frase "Los fondos proporcionados aquí son para una prórroga de dos años al contrato original de dos años y sujeto a la disponibilidad de fondos para este propósito.".

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de México, en relación con los esfuerzos de los dos Gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este acuerdo.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un Convenio entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para expresar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States
Office of the Attorney
General of the Republic

Mexico, D.F., September 28, 1979

Mr. John A. Ferch
Charge d'Affaires ad interim
Mexico, D.F.

Sir:

I take pleasure in replying to your letter of today's date which, translated into Spanish, reads as follows:

[For the English language text, see pp. 4760-4761.]

I wish to inform you that the Government of Mexico agrees to the terms of the transcribed note.

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

Oscar Flores

Oscar Flores
Attorney General of the
Republic

SYRIA

Rural Roads

Agreement signed at Damascus September 12, 1979;
Entered into force September 12, 1979.

Project Number 276-0033

PROJECT LOAN AGREEMENT

Between

THE SYRIAN ARAB REPUBLIC

and

THE UNITED STATES OF AMERICA

for

RURAL ROADS

Dated: September 12, 1979

TIAS 9638

PROJECT LOAN AGREEMENT

Between

The Syrian Arab Republic ("Borrower")

and

The United States of America, acting through the Agency for International Development ("A.I.D.").

ARTICLE I

The Agreement

The purpose of this Agreement is to set out the understandings of the parties named above ("Parties") with respect to the undertaking by the Borrower of the Project described below, and with respect to the financing of the Project by the Parties.

ARTICLE II

The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will consist of the construction of approximately 1,126 kilometers of all-weather rural roads in the four provinces of Aleppo, Raqqa, Deir Ezzor and Hassakah to serve approximately 212,300 people, and the technical services for materials analysis, construction technology, and economic/social evaluation.

Annex 1, attached, amplifies the above definition of the Project.

Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 9.2., without formal amendment of this Agreement.

ARTICLE III

Financing

SECTION 3.1. The Loan. To assist the Borrower to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance act of 1961, as amended,[1] agrees to lend the Borrower under the terms of this Agreement not to exceed Twenty-Six Million Four Hundred Thousand United States ("U.S.") dollars ($26,400,000) ("Loan"). The aggregate amount of disbursements under the Loan is referred to as "principal."

SECTION 3.2. Borrower Resources for the Project. The Borrower agrees to provide or cause to be provided for the Project all funds, in addition to the Loan, and all in a timely manner. It is contemplated that this contribution will amount to twenty-five percent (25%) of total project cost.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is September 30, 1982, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all portions of the Project financed jointly by them on a Fixed Amount Reimbursement (FAR) basis will have been completed and that all services financed under the Loan other than on a FAR basis will have

[1] 75 Stat. 424; 22 U.S.C. § 2151 note.

been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Loan for FAR portions of the Project completed subsequent to the PACD, or in the case of portions of the Project financed under the Loan other than on a FAR basis, for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 8.1. no later than twelve (12) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Borrower, may at any time or times reduce the amount of the Loan by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

ARTICLE IV

Loan Terms

SECTION 4.1. Interest. The Borrower will pay to A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten (10) years following the date of the first disbursement hereunder and at the rate of three percent (3%) per annum thereafter on the outstanding balance of Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 8.5.) of each respective

disbursement, and will be payable semiannually. The first payment of interest will be due and payable no later than six (6) months after the first disbursement hereunder, on a date to be specified by A.I.D.

SECTION 4.2. Repayment. The Borrower will repay to A.I.D. the Principal within forty (40) years from the date of the first disbursement of the Loan in sixty-one (61) approximately equal semiannual installments of Principal and interest. The first installment of Principal will be payable nine and one-half (9-1/2) years after the date on which the first interest payment is due in accordance with Section 4.1. A.I.D. will provide the Borrower with an amortization schedule in accordance with this Section after the final disbursement under the Loan.

SECTION 4.3. Application, Currency, and Place of Payment. All payments of interest and Principal hereunder will be made in U.S. dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D. C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

SECTION 4.4. Prepayment. Upon payment of all interest and any refunds then due, the Borrower may prepay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in the inverse order of their maturity.

SECTION 4.5. Renegotiation of Terms.

(a) The 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 and continuing improvement in the internal and external economic and financial position and prospects of the Syrian Arab Republic, which enable the Borrower to repay the Loan on a shorter schedule.

(b). Any request by either Party to the other to so negotiate will be made pursuant to Section 9.1., and will give the name and address of the person or persons who will represent the requesting Party in such negotiations.

(c) Within thirty (30) days after delivery of a request to negotiate, the requested Party will communicate to the other, pursuant to Section 9.1., the name and address of the person or persons who will represent the requested Party in such negotiations.

(d) The representatives of the Parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested Party's communication under subsection (c). The negotiations will take place at a location mutually agreed upon by the representatives of the Parties, provided that, in the absence of mutual agreement, the negotiations will take place at the office of Borrower's Minister of State for Planning Affairs in the Syrian Arab Republic.

SECTION 4.6. Termination on Full Payment. Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of the Borrower and A.I.D. under it will cease.

ARTICLE V

Conditions Precedent to Disbursement

SECTION 5.1. First Disbursement. Prior to the first disbursement under the Loan, or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Borrower will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of 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 name of the person holding or acting in the office of the Borrower specified in Section 9.2., and of any additional representatives, together with a specimen signature of each person specified in such statement.

SECTION 5.2. Disbursement for Construction. Prior to any disbursement to finance construction costs of a sub-project, or to the issuance by A.I.D. of any commitment documents under the Loan for such disbursement, the Borrower will, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D. designs, contract documents, and cost estimates for that sub-project road.

SECTION 5.3. Notification. When A.I.D. has determined that the conditions precedent specified in Sections 5.1. and 5.2. have been met, it will promptly notify the Borrower.

SECTION 5.4. Terminal Dates for Conditions Precedent.

(a) If all of the conditions specified in Section 5.1. have not 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 written notice to Borrower.

(b) If all of the conditions specified in Section 5.2. have not been met within the time period established by the implementation schedule in Annex 1 hereto, or such later date as A.I.D. may agree to in writing, A.I.D., at its option, may cancel the then undisbursed balance of the Loan, to the extent not irrevocably committed to third parties, and may terminate this Agreement by written notice to the Borrower. In the event of such termination, the Borrower will repay immediately the Principal then outstanding and any accrued interest; on receipt of such payments in full, this Agreement and all obligations of the Parties hereunder will terminate.

ARTICLE VI

Special Covenants

SECTION 6.1. Maintenance. The Borrower agrees that the road improvements financed under the Loan will be maintained and that adequate maintenance funds will be provided in subsequent annual budgets.

SECTION 6.2. Competitive Procurement. The Borrower agrees that to the extent practicable all construction contracts awarded after the signing of this agreement will be made on the basis of competitive bidding procedures.

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ARTICLE VII

Procurement Source

SECTION 7.1. Foreign Exchange Costs. Disbursements pursuant to Section 8.1. will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Loan Standard Provisions Annex,[1] Section C.1(b) with respect to marine insurance.

SECTION 7.2. Local Currency Costs. Disbursements pursuant to Section 8.2. will be used exclusively to finance the costs of goods and services required for the Project having their source and, except as A.I.D. may otherwise agree in writing, their origin in the Syrian Arab Republic ("Local Currency Costs").

ARTICLE VIII

Disbursements

SECTION 8.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Borrower may obtain disbursements of funds under the Loan for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such

[1] Not printed herein. For text, see TIAS 9554; 30 UST 6292.

goods or services, or (B) requests for A.I.D. to procure commodities or services in Borrower's behalf for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letter of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Borrower in connection with Letters of Commitment and Letters of Credit will be financed under the Loan unless the Borrower instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Loan.

SECTION 8.2. Disbursement for Local Currency Costs. Upon satisfaction by the Borrower of the conditions precedent set forth in ARTICLE V, the Borrower, from time to time, may request disbursement by A.I.D. of the United States dollars in accordance with procedures to be set forth in implementation letters. Such disbursement shall be made to reimburse the Borrower for local currency costs of eligible items procured for the project in accordance with the terms and conditions of this Agreement, upon submission to A.I.D. of such supporting documentation as A.I.D. may prescribe in implementation letters.

SECTION 8.3. Other Forms of Disbursement. Disbursements of the Loan may also be made through such other means as the Parties may agree to in writing.

SECTION 8.4. Rate of Exchange. The rate of exchange for determining the dollar equivalent of the approved amount for reimbursement shall be the highest lawful rate of exchange (i.e., that rate yielding the largest number of Syrian pounds) at which Syrian pounds may be bought with United States dollars in Syria as established by the Commercial Bank of Syria, on the date of disbursement.

SECTION 8.5. 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 Borrower or its designee, or to a bank, contractor or supplier pursuant to a Letter of Commitment, contract, or purchase order.

ARTICLE IX

Miscellaneous

SECTION 9.1. Communications. Any notice, request, document, or other communications submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following address:

To the Borrower:

Mail 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

Alternate Address for Cables: USAID/Damascus

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

SECTION 9.2. Representatives. For all purposes relevant 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 the Mission Director to the Syrian Arab Republic, each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1. to revise elements of the amplified description to Annex 1. The names of the representatives of the Borrower, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 9.3. Standard Provisions Annex. A "Project Loan Standard Provisions Annex" (Annex 2)[1] is attached to and forms part of this Agreement.

IN WITNESS WHEREOF, the Borrower 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.

SYRIAN ARAB REPUBLIC [2]

By: _____

Title:

UNITED STATES OF AMERICA [3]

By: Miles G. Wedeman

Title:

[1] See footnote 1, p. 4774.
[2] George Horaniyeh.
[3] Miles G. Wedeman.

ANNEX 1

PROJECT DESCRIPTION

A. Project Description: The loan will provide funding for the construction of approximately 60 rural roads totaling 1,126 kilometers in the four Muhafazats of Aleppo, Raqqa, Deir Ezzor and Hasakah. The construction effort will be sub-divided into five elements: earthwork; drainage structures; sub-base course; base course; and bituminous surfacing. Construction of almost all of the project roads was initiated under the Fourth Five-Year Plan which went into effect in 1975. Some of the roads were begun in the early stages of the Plan period while others were started more recently. Some earthwork has been completed for most of the roads but none have been completed through the surfacing stage. Therefore, the A.I.D. funds will be used to finance all aspects of construction, i.e., earthwork, drainage structures, sub-base course, and base course, and bituminous surfacing; and technical services consisting of materials analysis, construction technology and economic/social evaluation.

1. Road Construction.

Priority	Road Description*	Approximate Length (Kms.)
	ALEPPO MUHAFAZAT	
1	Aleppo-Kale't Sama'an-Jnedres-Hamam	33.0
2	Sfere-Khanaser	22.0
3	Ien Arab-Sereen	35.0
4	Manbej-Khafse	33.0
5	Bab-der Hafer	24.0
6	Nabi Houri-Der Sawan	10.5
7	Khanaser-Tal Daman	31.0

ANNEX 1

Priority	Road Description *	Approximate Length (Kms.)
8	Shiuekh Foukani-Shiuekh Tahtani	29.0
9	Manbej-Abu Kakkal-Sandaleyeh	29.5
10	Manbej Khafse Road-Abu Kahef	40.0
11	Ien Arab-Jalabiyeh	40.0
	TOTAL	327.0
	RAQQA MUHAFAZAT	
1	Ien Issa-Kfefe-Zarzouri	14.0
2	Mreran-Ien Issa	6.0
3	Jouneyeh-Thawra	4.0
4	Zedi-Kantari	20.0
5	Zedi-Nosf Tal	18.0
6	Heshe-Sharakrak	9.0
7	Hamarat	35.0
8	Slouk-Ras Alien	45.0
9	Tal Abyad	50.0
10	Slouk-Alzedi	20.0
11	Slouk-Kantari	24.0
	TOTAL	245.0
	DEIR EZZOR MUHAFAZAT	
1	Deir Ezzor-Bserah-Bawara	67.0
2	Deir Ezzor-Hatle-Mrat-Maxloum	23.0
3	Ma-adan-Attik	13.0
4	Shehel School-Kraieyh	2.5
5	Sheikh Hamad	3.0
6	Jdid-Bakara	2.0
7	Kouriyeh Jamieyh	4.0
8	Kharieyeh Jamieyh	2.0
9	Gabra-Deir Ezzor Hwy.	3.5
10	Abu Hardoub-Deir Ezzor Hwy.	3.5

Priority	Road Description *	Approximate Length (Kms.)
11	Salhiyeh-Deir Ezzor Hwy.	3.0
12	Mayadin-Badiyeh	3.0
13	Sayaleh-Deir Ezzor Hwy.	7.5
14	Ramadi-Deir Ezzor Hwy.	6.0
15	Al Bagous-Alma'abar	0.9
16	Al-Tayaneh-Mazraet Shanan	3.8
17	Almaslakha-Alramadi	5.5
18	Alkoureyeh-Alsharah	4.5
19	Hemar Alkasrah-Hemar Alali	5.3
20	Ziban-Alnaheyeh	8.3
21	Almaryameyeh-Al Taes	1.5
22	Aldewar	3.0
23	Alabas	3.5
24	Altawatemeh	3.5
25	Zeger-Aljazereh	0.6
26	Darnej-Alma'abar	2.0
27	Almaryaeyeh-Alsharke	2.5
28	Mazraet Shanam	0.9
29	Alragib-Zebian	2.4
	TOTAL	191.2
	HASAKAH MUHAFAZAT	
1	Hasakah-Amouwda	35.0
2	Jabal Abdul Zaiz-Goura-Tamer	32.0
3	Mafrak Al Houl-Tal Brak	40.0
4	Tal Tamer-Aburasen-Al Kassra	35.0
5	Jawadiyeh-Jonop Al Rad	60.0
6	Leilan-Hamarneh	2.6
7	Oum Kakeif-Tahtani	7.6

Priority	Road Description *	Approximate Length (Kms.)
8	Hasakah-Derbaseyeh	65.0
9	Hasakah-Tal Mojdal-Tal Tamer-Rasien	85.0
	TOTAL	362.2
	GRAND TOTAL	1,125.4

* Individual road listed is a sub-project for purposes of this Agreement. [Footnote in the original.]

2. Technical Services: The Loan includes U.S. $50,000 for providing technical services as required for materials analysis, construction technology and economic/social evaluations of the Project.

3. Additional Road Projects: If after implementation of the above listed road sub-projects, there are loan funds remaining, additional road sub-projects may be selected from the following list in the priority listed for each Muhafazat:

Priority	Road Description	Approximate Length (Kms.)
	ALEPPO MUHAFAZAT	
12	Ireme-Abu Kahef-Mahdoun	45.0
13	Bab-Kabasin-Gandura-Ikhitrin	25.0
14	Doudian-Ikhitrin	22.0
15	Ien Arab-Kharabanas	41.0
16	Jendris-Ba'akanli	40.0
17	Al Bab-Qulan Soussiane	14.1
18	Soussiane-Hazwan	4.1
19	Oum Shokeib-Soukariyeh Kabireh-Soukariyeh Saghireh	11.9
20	Soussiane-Shdoud	5.2

Priority	Road Description	Approximate Length (Kms.)
21	Soukarieh Saghireh-Abou Jbar	8.8
22	Membej-Kardalah Tahtani-Dadat	13.9
23	Ikhtrin-Gandoura	42.0
24	Araime-Gandoura	20.0
25	Zour Mgar-Jarablous-ArabAfra-Gandoura	44.0
26	Khanaser-Koffer Hourt-Ja'ara-Akraba	36.0
27	Deir Sama'am-Eirin-Main Road	23.0
28	Shekh Alhadid-Katrauli	21.5
29	Tal Rouman-Boweder-Tal Al Gazal	46.0
	RAQQA MUHAFAZAT	
12	Mrerau-Sharakrak	18.0
13	Mahmoudli-Salhabeyeh	20.0
14	Ien Issa-Tal Alsameu	20.0
15	Aljourneyeh-Shames Aldin	15.0
16	Salhabeyeh-Ien Issa	70.0
17	Kantari-Twal Al-aba	12.0
	DEIR EZZOR MUHAFAZAT	
	No Projects Identified	
	HASAKAH MUHAFAZAT	
10	Hasakah-Houl-Shadad-Markada	100.0

B. Design Standards: The Ministry of Communications has adopted a typical cross section for all rural roads (Attachment A). This roadway section will be used for all rural roads that are to be paved with asphalt initially or at a later time. This typical roadway consists of a paved asphalt surface of two lanes, each three meters in width.

It has a one meter shoulder on each side. The design speed is a maximum of 65 kilometers per hour and is designed to carry up to 500 vehicles per day. The project roads will be constructed to these design standards except for asphalt surfacing. The roads will be constructed with either a surface treatment or a bituminous base course.

The designs required for this project will consist of a simple plan and profile sheet indicating existing topography, ground lines and proposed road profile grade line, proposed drainage structure locations, detailed design for structures, and typical road cross section.

1. Plans. The plans prepared for each road subproject contain the following elements and are in accordance with the standards adopted by the Ministry of Communications and Muhafazats for rural road construction.

a. Plan and Profile Sheets. The plan and profile sheets indicate the existing topography, existing ground line on the center line of proposed roadway, the proposed profile grade on the center line of the proposed roadway, the location of proposed drainage structures and the size and type of structure and the typical road cross section. See Exhibit No. 1 for approved typical roadway cross section for Project.

b. Design Detail for Structures. The plans will contain details as to the design of reinforced concrete pipe culverts, reinforced concrete box culverts and reinforced concrete bridge structures. Minor drainage structures will consist of pipe culverts of 80 and 100 centimeters and box culverts with one to three cells with heights that vary from one to two meters and width that

varies from two to three meters. Major drainage structures consist of simple span bridges with a sufficient opening to allow the passing of a 50 year peak runoff with an average speed of 3.0 meters per second. Simple span designs will be used for simplicity of construction and low cost.

c. Bill of Quantities. A bill of quantities is provided for each road project. The bill of quantities is broken down into four major sub-categories of earthwork, drainage structures, sub-base and base courses, and bituminous surfacing as each of these major items may be let in separate contracts.

2. Technical Specifications. The Ministry of Communications and the Muhafazats have developed standard specifications for the construction of each type of work. These technical specifications have been reviewed by USAID engineers and found to be satisfactory to insure a quality construction product.

3. Plan Preparation. The Department of Communications of each Muhafazat will prepare the plans, specifications and bid documents. The roads will be designed and constructed in accordance with the standards adopted by the Muhafazats and approved by the Ministry of Communications, Directorate of Construction and Maintenance of Roads and Bridges. The design package for each individual road project will be reviewed by USAID, Syria, prior to the release of loan funds to finance the construction costs for that particular road.

C. Construction Methods.

1. Contract. The road projects will be performed by either local Syrian private contractors or Government-owned companies. The contracts will be awarded to the lowest bidder in accordance with the established practice of the Ministry of Communications. There are enough private contractors available in Syria to offer sufficient competition for the work to be performed. Standard Department of Communications contracts will be used for construction. These are based on the Contracting Procedures Decree 228 of the Syrian Arab Republic. Construction contracts are awarded by the individual Muhafazats and will be reviewed by the Ministry of Communications to insure that they meet the standards adopted by the Ministry of Communications. The Government's standard contracts now being used by the individual Muhafazats are satisfactory to A.I.D.

The inspection/supervision of construction will be done by the engineering staff of the Directorate of Communications in each of the Muhafazats. The Muhafazats' Directorate of Communications have been doing this type of work for several years and all are considered to have sufficient numbers of experienced and qualified personnel to perform the inspection and supervision of the work contemplated.

2. Materials and Construction. Virtually all of the materials required for construction are indigenous to Syria and are readily available, including bituminous and POL products. However, at times there are shortages of some materials such as reinforcing steel, cement and

asphalt products which may require their importation into Syria.

A large deposit of natural sand asphalt is located in Deir Ezzor Muhafazat. The local name for it is beshiry and it is now being used on many of the rural roads under construction in Deir Ezzor and Hasakah Muhafazats. This material may be used on the road Project.

D. Financial Analysis.

1. Financial Plan. Total estimated project construction cost is $37,900,000. The A.I.D. loan will be used for local cost financing of construction and technical services in the amount of $26,400,000. The A.I.D. loan will finance up to seventy five percent (75%) of the construction cost of roads. The Syrian Government will finance not less than twenty five percent (25%) of the construction cost of roads and one hundred percent (100%) of the design and construction supervision cost. The following is the estimated cost of the Project:

ITEM	A.I.D.	SARG	TOTAL
Design	$ -	$ 809,000	$ 809,000
Construction Supervision	-	1,349,000	1,349,000
Construction Contracts	20,224,000	6,742,000	26,966,000
Technical Services	50,000	-	50,000
Inflation	3,390,000	1,469,000	4,859,000
Contingencies	2,736,000	1,131,000	3,867,000
TOTAL PROJECT	$26,400,000	$11,500,000	$37,900,000

2. Construction Reimbursement Plan and Procedures. A modified Fixed Amount Reimbursement (FAR) method will be followed in financing the sixty road construction projects. Reimbursement will be made on a quarterly basis for each road project upon notification by SARG of the percentage of construction work completed and receipt of request for reimbursement. Reimbursement will be based on completed kilometers of earth work (25%), drainage structures (10%), sub-base course (18%), base course (22%), and bituminous surfacing (25%). Each road project will have ten (10%) percent of the A.I.D. amount withheld until the individual road project is completed. The above percentages are estimates and final values will be determined from final detailed cost estimates submitted by the SARG.

Upon a determination made by A.I.D., either through direct hire employees or a consulting engineering firm, that the work conforms to the agreed plans and specifications, A.I.D. will make direct reimbursements to the Ministry of Finance for that portion of the work completed. The Government will designate an account into which the A.I.D. funds will be deposited. The Ministry of Finance will be responsible for making funds available to the implementing agency in the Muhafazats (Directorate of Communications) in accordance with its normal budgetary process when and as required.

E. Implementation Arrangements.

1. Administrative Arrangements.

a. Syrian Arab Republic (SARG): The State Planning Commission will represent the Government as the Borrower.

(1) Implementation Agency: The Ministry of Local Administration will be the implementing agency working through the Directorate of Communications in each of the Muhafazats of Aleppo, Raqqa, Deir Ezzor and Hasakah. The Directorate of Communications in each Muhafazat has been delegated authority by the Government to carry out actual administration, contracting and management of the Project.

(2) Design: The Directorate of Communications in each of the Muhafazats will do the design, technical specifications and contract documents. This will also include the bill of quantities and cost estimate. The Directorate of Design for Highways and Bridges of the Ministry of Communications will provide technical backstopping for the Muhafazats.

(3) Supervision of Construction: The Directorate of Communications in each of the Muhafazats will do the contracting and supervision of construction. The Directorate of Construction and Maintenance for Highways and Bridges of the Ministry of Communications will provide technical backstopping for the Muhafazats.

(4) Project Disbursements: The Directorate of Communications in each of the Muhafazats will be responsible for submitting a progress report each month to the Ministry of Local Administration. The Ministry of Local Administration will combine the four Muhafazats' requests for reimbursement and submit to A.I.D. as one package each month.

(5) Maintenance and Operation: The Directorate of Communications in each Muhafazat is responsible for

the maintenance and operation of rural roads. The Directorate of Construction and Maintenance for Highways and Bridges of the Ministry of Communications is responsible for providing technical backstopping in this field.

(6) SARG Responsibilities: The SARG through its implementing agencies is responsible for:

(a) provision of plans, technical specifications, contracting documents, bill of quantities and cost estimates for each road project;

(b) contracting and procurement services;

(c) supervision of construction;

(d) disbursements to contractors;

(e) certification of satisfactory project completion;

(f) subsequent maintenance and operation; and

(g) notification and certification as required under the periodic FAR reimbursement process, including notification of contractors' notice to proceed.

b. U.S.A.I.D.: Project implementation management and monitoring of the A.I.D. inputs for the proposed loan will be the responsibility of the Office of Capital Development and a member of this office will be assigned as the Mission Project Manager for the direct monitoring of the project. The Chief Capital Development Officer will represent the Mission in loan negotiations and the Chief Engineer on technical matters.

2. Implementation Plan. Schedule of Major Events.

Action	Event	Date
1	First 9 road projects approved	1-01-80
2	Three road projects approved	3-01-80
3	Eight road projects approved	4-01-80
4	Three road projects approved	5-01-80
5	Twelve road projects approved	7-01-80
6	Three road projects approved	9-01-80
7	Five road projects approved	10-01-80
8	Three road projects approved	11-01-80
9	Three road projects approved	1-01-81
10	Three road projects approved	3-01-81
11	Five road projects approved	5-01-81
12	Last three road projects approved	7-01-81

3. Project Monitoring. The FAR method involves regular monitoring and inspection for project certification. This monitoring and inspection will be accomplished by a direct-hire U.S.A.I.D. Highway Engineer who will visit and inspect each road project at least once each month. He will prepare a written report for U.S.A.I.D. on the status of each road project under construction each month. A direct-hire U.S.A.I.D. U.S. engineer will visit each road site as often as possible to insure that the work is being done in accordance with approved plans and specifications.

4. Project Approval of Each Road. The SARG, through the Directorate of Communications in each Muhafazat, must submit the design and construction package for each road project to U.S.A.I.D. This package will consist of plans, technical specifications, contract documents, bill of quantities and final cost estimate. Upon satisfactory submission of this design and construction package, U.S.A.I.D. will issue an Implementation Letter for each road package submitted by SARG. These Implementation Letters shall specify the exact amount of A.I.D. participation and will be based on the final cost estimate submitted by the SARG. In general, this participation will be a maximum of seventy five percent (75%) of the approved cost estimate. A.I.D. may decide on a lesser amount if it feels that the cost estimate submitted by the Government is too high. Some of the projects are presently under construction. Prior to issuing Implementation Letters on these projects, U.S.A.I.D. will conduct an on-site inspection of each road project to determine the exact amount of each type of new work to be done and if the already completed work is satisfactory for construction of new works to proceed.

5. Project Construction Schedule. A construction progress schedule will be submitted by the Directorate of Communications of the four Muhafazats to U.S.A.I.D. These schedules shall indicate the starting date, time frame and ending date for each road construction project. This schedule will be kept up to date during project implementation by the individual Muhafazats.

6. Technical Services. The funds set aside for technical services will be utilized as needed for materials

analysis and construction technology in the use of sand asphalt for bituminous surfacing. It will also be used to employ experts in the field of economics and social analysis to conduct the evaluations in these fields.

F. Evaluation Arrangements: There will be three technical evaluations by A.I.D. and SARG of the project. The first evaluation should occur after the project has been in progress for a period of 18 months. The second evaluation should occur immediately after the projected three year completion date. If the project is not completed by the end of three years, this evaluation should make recommendations as to whether the project should be continued or terminated. A final evaluation will be accomplished one year after project completion to report on the traffic utilization of the roads improved under this project and pinpoint any roads particularly requiring maintenance effort by the SARG or will identify structural failures which might have occurred since completion of the project. SARG will make traffic counts on all project roads in the early stages of the project or immediately after the road is opened to traffic and again at the time of the final evaluation to check volumes of increased traffic. These traffic checks will be of particular help to A.I.D. and the SARG in the development of future road projects in Syria. The third and final evaluation should also include the socio-economic objectives. The details of the evaluation requirements will be provided by Implementation Letter.

ATTACHMENT A
EXHIBIT I

TYPICAL CROSS SECTION

RURAL ROADS PROJECT

ISRAEL

Economic Assistance: Loan and Grant

Agreement signed at Washington November 15, 1979;
Entered into force November 15, 1979.

A.I.D. Grant No. 271-K-614
A.I.D. Loan No. 271-K-147

AGREEMENT

BETWEEN

THE GOVERNMENT OF ISRAEL

and

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

acting through

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Dated: November 15, 1979

AGREEMENT, dated the 15th day of November, 1979 between the Government of Israel ("Israel") and the Government of the United States of America, acting through the Agency for International Development ("A.I.D."), together referred to as the "Parties".

WHEREAS, A.I.D. intends to provide a total of Seven Hundred Eighty-five Million United States Dollars ($785,000,000) as cash assistance to Israel during Fiscal Year 1980, subject to the funds being made available by the Congress and the mutual agreement of the Parties to proceed, and

WHEREAS, Congress has not made the entire amount of such funds available at this time,

NOW THEREFORE, the Parties hereto agree as follows:

ARTICLE I

The Assistance

To support the economic and political stability of Israel, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended, [1] agrees to grant to Israel under the terms of this Agreement not to exceed One Hundred Thirty-five Million United States Dollars ($135,000,000) (the "Grant") and to lend to Israel under the terms of this Agreement not to exceed Sixty-five Million United States Dollars ($65,000,000) (the "Loan").

[1] 75 Stat. 424; 22 U.S.C. § 2151 note.

The aggregate amount of disbursements under the Loan is referred to as "Principal". The Loan and Grant together are referred to as the "Assistance".

ARTICLE II

Loan Terms

SECTION 2.1. Interest

Israel will pay to A.I.D. interest which will accrue at the rate of two percent (2%) per annum for ten years following the date of the first disbursement of the Loan and at the rate of three percent (3%) per annum thereafter on the outstanding balance of the Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date (as defined in Section 4.2) of each respective disbursement, and will be computed on the basis of a 365-day year. Interest will be payable in semiannual installments beginning no later than six (6) months after the first disbursement of the Loan hereunder, on a date to specified by A.I.D.

SECTION 2.2. Repayment

Israel will repay to A.I.D. the Principal of the Loan within forty (40) years from the date of the first disbursement of the Loan in sixty-one (61) semiannual installments of Principal and interest. The first installment of Principal under the Loan will be payable nine and one-half (9½) years after the date on which the first interest payment of the Loan is due in accordance with Section 2.1.

A.I.D. will provide Israel with amortization schedules in accordance with this Section after final disbursement under the Loan.

SECTION 2.3. Application, Currency and Place of Payment

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

SECTION 2.4. Prepayment

Upon payment of all interest and any refunds then due, Israel may prepay, without penalty, all or any part of the Principal. Unless A.I.D. otherwise agrees in writing, any such prepayment will be applied to the installments of Principal in the inverse order of their maturity.

SECTION 2.5 Renegotiation of Terms

(a) Israel and A.I.D. agree to negotiate, at such time or times as either may request, an acceleration of the repayment of the Loan in the event that there is any significant and continuing improvement in the internal and external economic and financial position and prospects of Israel which enable Israel to repay the Loan on a shorter schedule.

(b) Any request by Israel or A.I.D. to so negotiate will be made pursuant to Section 6.1, and will give the name and address of the person or persons who will represent the requesting Party in such negotiations.

(c) Within thirty (30) days after delivery of a request to negotiate, the requested Party will communicate to the other, pursuant to Section 6.1, the name and address of the person or persons who will represent the requested Party in such negotiations.

(d) The representatives of the Parties will meet to carry on negotiations no later than thirty (30) days after delivery of the requested Party's communication under sub-section (c). The negotiations will take place at the office of the Ministry of Finance in Israel.

SECTION 2.6. Termination on Full Payment

Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of Israel and A.I.D. relating to the Loan provision of this Agreement will cease. However, with respect to any obligation arising out of the disbursement of Grant funds, this Agreement will remain in full force and effect.

ARTICLE III

Conditions Precedent to Disbursement

SECTION 3.1. Conditions Precedent

Prior to the disbursement of the Assistance, or to the issuance by A.I.D. of documentation pursuant

to which disbursement will be made, Israel will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) An opinion of counsel acceptable to A.I.D. that this Agreement has been duly authorized and/or ratified by, and executed on behalf of, Israel, and that it constitutes a valid and legally binding obligation of Israel in accordance with all of its terms; and

(b) A statement of the name of the person holding or acting in the office specified in Section 6.2, and of any additional representatives, together with a specimen signature of each person specified in such statement.

SECTION 3.2. Notification

When A.I.D. has determined that the conditions precedent specified in Section 3.1 have been met, it will promptly notify Israel.

SECTION 3.3. Terminal dates for Conditions Precedent

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

ARTICLE IV

Disbursement

SECTION 4.1. Disbursement of the Assistance

Within thirty (30) days after satisfaction of

conditions precedent, A.I.D. will deposit in a bank designated by Israel the sum of Two Hundred Million United States Dollars ($200,000,000) of which (1) One Hundred Thirty-five Million United States Dollars ($135,000,000) will be Grant funds; and (2) Sixty-five Million United States Dollars ($65,000,000) will be Loan funds.

SECTION 4.2. Date of Disbursement

Disbursement by A.I.D. will be deemed to occur on the dates A.I.D. makes deposits to the bank designated by Israel in accordance with Section 4.1(a).

ARTICLE V

Special Covenants

SECTION 5.1. No Use for Military Purposes

It is the understanding of the Parties that the Assistance will not be used for financing military requirements of any kind, including the procurement of commodities or services for military purposes.

SECTION 5.2. Use Only Within Pre-1967 Boundaries

Program uses of the Assistance shall be restricted to the geographic areas which were subject to the Government of Israel administration prior to June 5, 1967.

ARTICLE VI

Miscellaneous

SECTION 6.1. Communications

Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To Israel: Economic Minister
Embassy of Israel
1621 22nd Street, N.W.
Washington, D.C. 20008

To A.I.D.: Director, Office of Project Development
Bureau for Near East
Agency for International Development
Washington, D.C. 20523

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

SECTION 6.2. Representatives

For all purposes relevant to this Agreement, Israel will be represented by the individual holding or acting in the Office of Economic Minister, Embassy of Israel, and A.I.D. will be represented by the individual holding or acting in the office of Director, Office of Project Development, Bureau for Near East, each of whom, by written notice, may designate additional representatives for all purposes.

The names of the representatives of Israel, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 6.3. Amendment

This Agreement may be amended by the execution of written amendments by the authorized representatives of both parties.

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

GOVERNMENT OF ISRAEL
By: Dan Halperin [1]
Title: Minister (Economic Affairs)

UNITED STATES OF AMERICA
By: Joseph Wheeler [2]
Title: Assistant Administrator

[1] Dan Halperin.
[2] Joseph Wheeler.

POLISH PEOPLE'S REPUBLIC

Trade in Textiles and Textile Products

Agreement amending the agreement of January 9 and 12, 1978, as amended.
Effected by exchange of notes
Dated at Warsaw May 10 and September 3, 1979;
Entered into force September 3, 1979.

The American Embassy to the Polish Ministry of Foreign Affairs

No. 34

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Polish People's Republic and has the honor to refer to the Agreement Between the United States of America and the Polish People's Republic Relating to Trade in Cotton, Wool and Man-Made Fiber Textiles, with annexes, effected by exchange of Notes January 9, and January 12, 1978, as amended,[1] ("the Agreement"), and to consultations held in Washington, D.C. between representatives of our two Governments April 3-5, 1979. As a result of those consultations, the Government of the United States proposes that the Agreement be amended as follows:

1. Annex B to the agreement is amended by the deletion of the 1979 and 1980 specific limits and sublimits for Category 338 and TSUSA 380.0650 and by the insertion of a new specific limit and changed specific limits and sublimits as follows:

Category	Square Yards Equivalent	
	1979	1980
334	6,610,027	7,072,725
338	3,368,680	3,632,623

Embassy of the United States of America,
Warsaw, May 10, 1979.

[1] TIAS 9064, 9213; 29 UST 4499; 30 UST 691.

90-991 O - 83 - 11

Category	Square Yards Equivalent	
	1979	1980
(TSUSA 380.0652)	(1,378,000)	(1,460,680)
(634 knit coats)	(3,500,000)	Subject to Consultations
(634 not knit coats)	(1,500,000)	Subject to Consultations

2. Paragraph 5(B) of the Agreement is amended to provide the following levels for the second agreement year (1979):

Category	Level
	Square Yards Equivalent
(334 part, other than zippered sweatshirts currently in TSUSA 380.0611	(700,000)
434	220,000
359	2,760,000
362	1,100,000
363	1,500,000
612	1,500,000

If the foregoing proposal is acceptable to the Government of the Polish People's Republic, this Note and the Ministry of Foreign Affairs' Note of Confirmation on behalf of the Government of the Polish People's Republic shall constitute an amendment to the Agreement.

The Embassy of the United States of America takes this opportunity to convey to the Ministry of Foreign Affairs the renewed assurance of its highest consideration.

The Polish Ministry of Foreign Affairs to the American Embassy

DPT 211-28-77

The Ministry of Foreign Affairs of the Polish People's Republic presents its compliments to the Embassy of the United States of America and has the honor to acknowledge the receipt of Note No 34 from the Embassy of the United States of America dated May 10, 1979 which reads as follows:

"The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the Polish People's Republic and has the honor to refer to the Agreement Between the United States of America and the Polish People's Republic Relating to Trade in Cotton, Wool and Man-Made Fiber Textiles, with annexes, effected by exchange of Notes January 9 and, January 12, 1978, as amended, /"the Agreement"/, and to consultations held in Washington, D.C. between representatives of our two Governments April 3 - 5 , 1979. As a result of those consultations, the Government of the United States proposes that the Agreement be amended as follows:

1. Annex B to the agreement is amended by the deletion of the 1979 and 1980 specific limits and sublimits for Category 338 and TSUSA 380.0650 and by the insertion of a new specific limit and changed specific limits and sublimits as follows:

Embassy of the

United States of America

Warsaw

Category	Square Yards Equivalent	
	1979	1980
334	6,610,027	7,072,725
338	3,368,680	3,632,623
/TSUSA 380,0652/	/1,378,000/	/1,460,680/
/634 knit coats/	/3,500,000/	Subject to Consultations
/634 not knit coats/	/1,500,000/	Subject to Consultations

2. Paragraph 5/B/ of the Agreement is amended to provide the following levels for the second agreement year /1979/:

Category	Level Square Yards Equivalent
/334 part, other than zippered sweatshirts currently in TSUSA 380.0611	/700,000/
434	220,000
359	2,760,000
362	1,100,000
363	1,500,000
612	1,500,000

If the foregoing proposal is acceptable to the Government of the Polish People's Republic, this Note and the Ministry of Foreign Affairs Note of Confirmation on behalf of the Government of the Polish People's Republic shall constitute an amendment to the Agreement".

The Ministry of Foreign Affairs confirms that the above proposal is acceptable to the Government of the Polish People's Republic and agrees that the United States Embassy's note and this reply constitute an amendment to the Agreement.

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

Warsaw, September 3 1979.

MEXICO

Telecommunication: Assignment of Television Channels Along United States-Mexican Border

Agreement amending the agreement of April 18, 1962, as amended.
Effected by Exchange of Notes
Signed at Tlatelolco and México August 23 and September 4, 1979;
Entered into force September 4, 1979.

The Mexican Secretary of Foreign Relations to the American Ambassador [1]

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

Tlatelolco, D. F., a 23 de agosto de 1979.

Señor Embajador:

310442 Tengo el honor de referirme al Acuerdo relativo a la Asignación y Uso de Canales de Televisión a lo largo de la Frontera México-Estados Unidos, celebrado por Canje de Notas, en la Ciudad de México, el 18 de abril de 1962, para comunicar a Vuestra Excelencia que de acuerdo con la coordinación efectuada entre el Departamento de Frecuencias Radioeléctricas de la Dirección General de Telecomunicaciones y la "Federal Communication Commission", se desea adicionar el canal 11 de Matamoros, Tams., al cuadro "A" de dicho Acuerdo, con las siguientes características técnicas:

Ubicación propuesta para el transmisor:	Matamoros, Tams. Latitud 25° 52'45" Longitud 97°31'09"
Canal:	11-
Frecuencia portadora de video:	199.24 MHz
Potencia radiada aparente:	20.0 kW
Antena:	
Altura total sobre el terreno:	12.0 m.

*****

Al Excelentísimo Señor
Patrick Lucey,
Embajador de los Estados Unidos de América,
México, D. F.

[1] **For the English language text, see pp. 4813–4814.**

Altura total sobre el nivel del mar	100.0 m
Altura con relación al nivel del terreno promedio entre 3 y 16 km:	100.0 m
Directividad de la antena en el plano horizontal:	omnidireccional

Si la anterior propuesta es aceptable para el Gobierno de Vuestra Excelencia, propongo que esta Nota y la de respuesta, constituyan un Acuerdo que modifique el Acuerdo relativo a la Asignación y Uso de Canales de Televisión a lo largo de la Frontera, que entrará en vigor en la fecha de Vuestra respuesta.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

[1]

[1] J. Casteñeda.

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

Mexico, D. F., September 4, 1979

No. 1638

Excellency:

I have the honor to acknowledge receipt of your Note No. 310442 dated August 23, 1979, which in English translation reads as follows:

"Mr. Ambassador: I have the honor to refer to the Agreement on the Assignment of Television Channels Along the United States-Mexican Border, effected by the exchange of notes in Mexico City on April 18, 1962, [1] in order to inform Your Excellency that in accord with the coordination effected between the Department of Radio Frequencies of the General Directorate of Telecommunications and the Federal Communications Commission, it is the wish to add Channel 11 at Matamoros, Tams., with the following technical characteristics, to Table "A" of the Accord:

Location proposed for the transmitter	Matamoros, Tams. Latitude 25° 52' 45" Longitude 97° 31' 09"
Channel:	11
Video Carrier Frequency Offset Designation:	199.24 MHz

His Excellency

Licenciado Jorge Castañeda

Secretary of Foreign Relations

Mexico, D. F.

[1] TIAS 5043, 8185; 13 UST 997; 26 UST 2700.

Effective Radiated Power:	20.0 kW
Antenna:	
Total height above ground level:	12.0 m.
Total height above sea level:	100.0 m.
Height in relation to the average terrain level between 3 and 16 kms.:	100.0 m.
Azimuth of radiation in the horizontal plane:	omnidirectional

"If the foregoing proposal is acceptable to Your Excellency's Government, I propose that this note and your reply constitute an agreement that modifies the Agreement on the Assignment of Television Channels Along the Border, that will enter in to effect on the date of your reply."

In reply, I have the honor to inform you that the Government of the United States of America agrees with the proposal transcribed above and, therefore, considers that your note and this reply constitute an amendment to the Agreement on the Assignment of Television Channels Along the United States-Mexican Border, which will enter in to force on the present date.

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

[1] Patrick J. Lucey

MULTILATERAL

Whaling: Amendments to the Schedule to the International Whaling Convention of 1946

Adopted at the Thirty-first Meeting of the International Whaling Commission, London, July 9–13, 1979;
Entered into force October 24, 1979, except for a provision in Table I which entered into force January 22, 1980. [1]

International Whaling Commission

Chairman
Thordur Asgeirsson (Iceland)
Vice-Chairman
M.C. Mercer (Canada)
Secretary
Dr. Ray Gambell

The Red House,
Station Road, Histon,
Cambridge CB4 4NP

RG/CAB/2602

25 JULY 1979

CIRCULAR COMMUNICATION TO CONTRACTING GOVERNMENTS

International Convention for the Regulation of Whaling, 1946[2]
Amendments to the Schedule

At its 31st Annual Meeting held in London, 9–13 July 1979, the Commission agreed to the following amendments to the Schedule.

Substantive amendments [changes and new wording underlined]

New paragraph to precede the present paragraph 5 in Section III Capture, all succeeding paragraphs to be renumbered:

"5. In accordance with Article V(1)(c) of the Convention, commercial whaling, whether by pelagic operations or from land stations, is prohibited in a region designated as the Indian Ocean Sanctuary. This comprises the waters of the Northern Hemisphere from the coast of Africa to 100 degrees East,

[1] See circular no. RG/CAB/2795, Oct. 24, 1979, p. 9. [Footnote added by the Department of State.]
[2] TIAS 1849, 4228; 62 Stat. 1716; 10 UST 952. [Footnote added by the Department of State.]

including the Red and Arabian Seas and the Gulf of Oman; and the waters of the Southern Hemisphere in the sector from 20 degrees East to 130 degrees East, with the Southern boundary set at 55 degrees South. This prohibition applies irrespective of the classifications of baleen or toothed whale stocks in the Sanctuary, as may from time to time be determined by the Commission. This prohibition will apply for ten years, with the provision for a general review after five years, unless the Commission decides otherwise."

Paragraph 8 [old numbering, new paragraph 9].
Add new sub-paragraph to read:

"9(d). Notwithstanding the other provisions of paragraph 9 there shall be a moratorium on the taking, killing, or treating of whales, excluding minke whales, by factory ships or whale catchers attached to factory ships."

Paragraph 9 [old numbering, new paragraph 10].
Amend to read:

"10. The number of baleen whales taken during the open season in the Southern Hemisphere by factory ships, land stations or whale catchers attached thereto under the jurisdiction of the Contracting Governments shall not exceed 8102 minke whales and 264 Bryde's whales in the 1979/80 pelagic season and the 1980 coastal season. The total catches taken in any of the Areas I to VI shall not exceed the limits shown in Table 1. However, in no circumstances shall the sum of the Area catches exceed the total quotas for each species."

Paragraph 10 [old numbering, new paragraph 11].
Amend to read:

"11. The number of baleen whales taken in the North Pacific Ocean and dependent waters in 1980 and in the North Atlantic Ocean in 1980 shall not exceed the limits shown in Table 1."

Table 1.
Amend to read as shown (appended).

Paragraph 11 [old numbering, new paragraph 12].
Amend to read:

". . . with respect to the Bering Sea stock of bowhead whales that:

(a) In 1980, hunting shall cease when either 26 have been struck or 18 landed,

(b) it is forbidden to strike, take or kill calves or any bowhead whale accompanied by a calf."

Paragraph 14 [old numbering, new paragraph 15].
Amend to read:

"15. The number of sperm whales taken in the Southern Hemisphere in the 1979/80 pelagic season and the 1980 coastal season shall not exceed 580. The total catch in any of the Divisions 1 to 9 shall not exceed the limits shown in Table 2."

Paragraph 15 [old numbering, new paragraph 16].
Amend to read:

"16. The number of sperm whales taken in the North Pacific Ocean and dependent waters in 1980 and in the North Atlantic Ocean in 1980 shall not exceed the limits shown in Table 2."

Table 2.
Amend to read as shown (appended).

New paragraph to be added before paragraph 29 [old numbering, new paragraph 31].

"30. A Contracting Government shall provide the Secretariat with proposed scientific permits before they are issued and in sufficient time to allow the Scientific Committee to review and comment on them. The proposed permits should specify:

(a) objectives of the research;
(b) number, sex, size and stock of the animals to be taken;
(c) opportunities for participation in the research by scientists of other nations; and
(d) possible effect on conservation of the stock.

Proposed permits shall be reviewed and commented on by the Scientific Committee at Annual meetings when possible. When permits would be granted prior to the next Annual Meeting, the Secretary shall send the proposed permits to members of the Scientific Committee by mail for their comment and review. Preliminary results of any research resulting from the permits should be made available at the next Annual meeting of the Scientific Committee."

Consequential changes

Paragraph 8(a) [old numbering, new paragraph 9(a)].

Amend fourth paragraph to read:

"For the 1979/80 pelagic season and the 1980 coastal season in the Southern Hemisphere and for the 1980 season in all other areas . . ."

Paragraph 11 [old numbering, new paragraph 12].
Amend to read :

"Notwithstanding the provisions of paragraph 9 the taking . . ."

Paragraph 18 [old numbering, new paragraph 19].
Amend to read:

". . . classified as Protection Stocks in paragraph 9 or are taken . . . in contravention of paragraphs 2, 3, 5, 6, 10, 11, 15 and 16 of this Schedule."

Paragraph 23 [old numbering, new paragraph 24].
Amend sub-paragraph 24(a)(3) to read:

"(3) Its marking effected pursuant to sub-paragraph 20(b)."

Amend sub-paragraph 24(b)(2) to read:

"(2) Length, measured pursuant to paragraph 23."

Paragraph 25 [old numbering, new paragraph 26].
Delete from sub-paragraph 26(a), line three, the words "Bryde's and"

Amend sub-paragraph 26(b) to read:

". . . permitted by paragraph 10 . . ."

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

The ninety days period will expire on 23 October 1979. In the absence of objections by that date the amendments will become effective. Contracting Governments will be notified accordingly.

Please acknowledge receipt of this letter, a copy of which is being sent to each Commissioner.

RAY GAMBELL

Dr. R. Gambell
Secretary to the Commission

Comments by the Secretary

In drawing up the amendments to the Schedule adopted at the 31st Annual Meeting, the Secretary wishes to draw attention to four points.

1. Southern Hemisphere minke whale catches

   In the plenary session the Chairman of the Scientific Committee made amendments to the figures for Area I and the Total given in the report of the Technical Committee (SC/31/5). However, the Technical Committee figures are correct based on the revised numbers issued for the table at the foot of page 12 of the Report of the Scientific Committee (SC/31/4). The recommended combined catch limit for Area I is 964, which with a 10% allowance gives 1060, while the sum of the combined catch limit for Areas I—VI is 8102 whales.

2. New Sub-paragraph 9(d)

   The amended wording adopted in the plenary session includes the words "excluding minke whales." In paragraphs 2(a), 3(b), new 6 and in similar contexts the Schedule has been consistant previously in using the term "except". It is suggested that this matter be referred to the Legal Working Group of the Technical Committee during the coming year.

3. Amendment to new paragraph 12

   The Technical Committee had before it a proposed amendment to the Schedule submitted by the USA (IWC/31/29). Discussion of this amendment both in Technical Committee and subsesequently in plenary session was limited entirely to the number of Bering Sea bowheads that might be struck and landed. Neither the new layout nor the addition of the substantive new sub-paragraph requiring information collection and recording where practicable were considered. The amendment finally adopted in plenary was therefore phrased in the terms of the existing paragraph 11(a).

   It is suggested that the new layout, which follows the form contained in the proposal of the Technical Committee Working Group on Subsistence/Aboriginal whaling (IWC/31/5 WG1) might be considered during the year through the Legal Working Group, and that the substantive addition be considered in the agenda of the 32nd Annual Meeting.

4. The Technical Committee Legal Working Group pointed out that the Bottlenose whale should not be listed in Table 1 as a Baleen Whale. This species has therefore been transferred to Table 2, which has been re-titled Toothed Whale . . . , as an editional correction to the Schedule.

TABLE 1.—*Baleen Whale Stock Classifications and Catch Limits*

Southern Hemisphere—1979/80 pelagic season and 1980 coastal season

Area	Longitudes	SEI		Minke		Bryde's		Fin		Blue	Humpback	Right, Bowhead, Pygmy Right	Gray	
		Classification	Catch limit	Classification	Catch limit	Classification	Catch limit	Classification	Catch limit	classification	classification	classification	Classification	Catch limit
I	120°W-60°W	PS	0	—	1060	SMS	264	PS	0	PS	PS	PS	—	—
II	60°W-0°	PS	0	—	1370	IMS [1]	0	PS	0	PS	PS	PS	—	—
III	0°-70°E	PS	0	—	2718	IMS	[2] 0	PS	0	PS	PS	PS	—	—
IV	70°E-130°E	PS	0	—	2043	IMS	[2] 0	PS	0	PS	PS	PS	—	—
V	130°E-170°W	PS	0	—	1454	IMS	[2] 0	PS	0	PS	PS	PS	—	—
VI	170°W-120°W	PS	0	—	267	IMS	[2] 0	PS	0	PS	PS	PS	—	—
Total catch not to exceed					8102		264							
Northern Hemisphere—1980 season														
Arctic		—	—	—	—	—	—	—	—	—	—	PS	—	—
North Pacific:														
Whole region		PS	0	—	—	—	—	PS	0	PS	PS	PS		—
Okhotsk Sea-West Pacific Stock		—	—	SMS	[3] 421	—	—	—	—	—	—	—	—	—
Sea of Japan Stock		—	—	SMS	[4] 940	—	—	—	—	—	—	—	—	—
Remainder		—	—	IMS	[1] 0	—	—	—	—	—	—	—	—	—
Eastern Stock		—	—	—	—	IMS	[2] 0	—	—	—	—	—	SMS	[5] 179
Western Stock		—	—	—	—	IMS	460	—	—	—	—	—	PS	0
East China Sea		—	—	—	—	SMS [6]	19	—	—	—	—	—	—	—
North Atlantic:														
Whole region		—	—	—	—	IMS	[2] 0	—	—	PS	PS	PS	—	—
West Greenland Stock		—	—	SMS [7]	385	—	—	SMS [7]	(6)	—	—	—	—	—
Newfoundland-Labrador Stock		—	—	—	—	—	—	IMS	90	—	—	—	—	—
Canadian East Coast Stock		—	—	SMS	48	—	—	—	—	—	—	—	—	—
Nova Scotia Stock		PS	0	—	—	—	—	PS	0	—	—	—	—	—
East Greenland-Iceland-Jan Mayen Stock		—	—	SMS	320	—	—	—	—	—	—	—	—	—
East Greenland-Iceland Stock		—	—	—	—	—	—	SMS	[8] 304	—	—	—	—	—
Iceland-Denmark Strait Stock		SMS	[9] 100	—	—	—	—	—	—	—	—	—	—	—
Spain-Portugal-British Isles Stock		—	—	—	—	—	—	SMS [10]	143	—	—	—	—	—
Svalbard-Norway-British Isles Stock		—	—	SMS	1790	—	—	—	—	—	—	—	—	—
West Norway-Faroe Islands Stock		—	—	—	—	—	—	PS	0	—	—	—	—	—
North Norway Stock		—	—	—	—	—	—	SMS [7]	61	—	—	—	—	—
Northern Indian Ocean		—	—	—	—	IMS	[2] 0	—	—	—	—	—	—	—

[1] Provisionally listed as IMS for 1980.
[2] Pending a satisfactory estimate of stock size.
[3] The total catch of minke whales shall not exceed 1678 in the five years 1980 to 1984 inclusive.
[4] The total catch of minke whales shall not exceed 3634 in the five years 1980 to 1984 inclusive.
[5] Available to be taken by aborigines or a Contracting Government on behalf of aborigines pursuant to paragraph 12, but not for commercial purposes.
[6] Pending analysis of available and new data.
[7] Provisionally listed as SMS for 1980, pending the accumulation of sufficient information for classification.
[8] The total catch of fin whales shall not exceed 1524 in the six years 1977 to 1982 inclusive.
[9] The total catch of sei whales shall not exceed 504 in the six years 1980 to 1985 inclusive.
[10] Provisionally listed as SMS for 1980.

TABLE 2.—*Toothed Whale Stock Classifications and Catch Limits*

Divisions	Longitudes	Sperm		Bottlenose	
		Classification	Catch limit	Classification	Catch limit
Southern Hemisphere 1979/80 pelagic season and 1980 coastal season					
1	60°W— 30°W	SMS [1]	30	—	—
2	30°W— 20°E	—	0	—	—
3	20°E— 60°E	—	0	—	—
4	60°E— 90°E	—	0	—	—
5	90°E— 130°E	—	0	—	—
6	130°E— 160°E	—	0	—	—
7	160°E— 170°W	—	0	—	—
8	170°W—100°W	—	0	—	—
9	100°W— 60°W	SMS [1]	[2] 550	—	—
Northern Hemisphere—1980 season					
North Pacific:					
Western Division:					
Males		SMS [1]	[3] 1350		
Females		—	0	—	—
Eastern Division:					
Males		—	0		
Females		—	0	—	—
North Atlantic		SMS [1]	273	PS [4]	0
Northern Indian Ocean		—	0		

[1] Provisionally listed as SMS for 1980.

[2] The catch in 1980 shall not exceed 550 or 50% of the 1978 catch and the catch in 1981 shall not exceed 300 or 25% of the 1978 catch, whichever is the lower in each year. The catch in 1982 shall be zero.

[3] Included within this figure there may be a by-catch of females not to exceed 11.5% and all whaling operations for this species are to cease when the by-catch is reached.

[4] Provisionally listed as PS for 1980, pending the accumulation of sufficient information for classification.

RG/CAB/2795 24 October 1979

CIRCULAR COMMUNICATION TO CONTRACTING GOVERNMENTS

International Convention for the Regulation of Whaling, 1946

Amendments to the Schedule

The Secretary refers to his letters of 25 July 1979 (ref: RG/CAB/2602) and 13 August 1979 (ref: RG/CAB/2624) notifying Contracting Governments of the amendments to the Schedule of the Convention agreed at the Commission's 31st Annual Meeting held in London 9 - 13 July 1979.

Pursuant to Article V paragraph 3 of the Convention the Government of Spain has lodged an objection to the catch limit of *143 fin whales* for the *Spain-Portugal-British Isles* stock of the North Atlantic. It states that "the Spanish delegation opposed such measure at the meeting and the Spanish /Government/ reiterates its objection."

According to the procedure laid down in Article V paragraph 3 of the Convention, this amendment shall therefore not become effective with respect to any Contracting Government for an additional 90 days, that is until 21 January 1980.

During this period any other Contracting Government may present objection to this amendment at any time prior to the expiration of the additional 90 day period, or before the expiration of 30 days from the date of receipt by the Commission of the last objection received during the additional 90 day period, whichever date shall be the later.

Thereafter, the amendment shall become effective with respect to all Contracting Governments which have not presented objection but shall not become effective with respect to any Government which has so objected until such date as the objection is withdrawnn

The Commission will notify each Contracting Government immediately upon receipt of each objection and withdrawal and each Contracting Government should acknowledge receipt of all notifications of amendments, objections and withdrawals.

No objections have been received to any other amendments adopted at the 31st Annual Meeting, and these therefore become binding on all Contracting Governments from 24 October 1979.

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

Ray Gambell

Dr. R. Gambell
Secretary to the Commission

THAILAND

Trade in Textiles and Textile Products

Agreement amending the agreement of October 4, 1978, as amended.
Effected by exchange of letters
Signed at Bangkok August 21 and September 25, 1979;
Entered into force September 25, 1979.

The American Second Secretary to the Thai Deputy Director General, Department of Foreign Trade, Ministry of Commerce

BANGKOK, THAILAND

AUGUST 21, 1979

KHUN DANAI TULALAMBA
Deputy Director General
Department of Foreign Trade
Ministry of Commerce
Bangkok

DEAR KHUN DANAI:

I refer to the agreement between our two governments relating to trade in cotton, wool and man-made fiber textiles done in Bangkok October 4, 1978, as amended.[1] I propose that Annex C of the Agreement be amended to change the designated consultation level for Category 320, other fabrics not elsewhere specified from 8,000,000 to 10,500,000 square yards equivalent for the 1979 Agreement year. If this proposal is acceptable to your Government, this letter and your letter of confirmation will serve to modify our Agreement accordingly.

Sincerely yours,

KAREN B. STEWART

Karen B. Stewart
Second Secretary of Embassy

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[1] TIAS 9215, 9462; 30 UST 718, 4360.

The Thai Deputy Director General, Department of Foreign Trade, Ministry of Commerce, to the American Second Secretary

No.0304/4688.

Department of Foreign Trade
Ministry of Commerce
Bangkok

25 September, 1979

Mr. Karen B. Stewart
Second Secretary of Embassy
Embassy of the United States of America
Bangkok

Dear Mr. Stewart :

Referring to your letter of August 21, 1979, regarding the Bilateral Textile Agreement which reads as follows :

" I refer to the agreement between our two governments relating to trade in cotton, wool and man-made fiber textiles done in Bangkok October 4, 1978, as amended. I propose that Annex C of the Agreement be amended to change the designated consultation level for Category 320, other fabrics not elsewhere specified from 8,000,000 to 10,500,000 square yards equivalent for the 1979 Agreement year. If this proposal is acceptable to your Government, this letter and your letter of confirmation will serve to modify our Agreement accordingly."

It is my pleasure to confirm that the foregoing is acceptable.

Yours sincerely,

(DANAI TULALAMBA)
Deputy Director-General

GUYANA

Economic and Technical Assistance

Agreement signed at Georgetown November 8, 1979;
Entered into force November 8, 1979.

GENERAL AGREEMENT FOR ECONOMIC, TECHNICAL
AND RELATED ASSISTANCE

THE GOVERNMENT of the UNITED STATES OF AMERICA and the GOVERNMENT OF GUYANA, desiring to conclude an agreement relating to economic and technical cooperation between both countries, have agreed as follows:

ARTICLE I

To assist the Government of Guyana in its national development and in its efforts to achieve economic and social progress through its own resources and other measures of self-help, the Government of the United States of America will furnish such economic, technical and related assistance hereunder as may be requested by representatives of appropriate agencies of the Government of Guyana and approved by representatives of the agency designated by the Government of the United States of America to administer its responsibilities hereunder, or as may be requested and approved by other representatives designated by the Government of the United States of America and the Government of Guyana. Such assistance shall be made available in accordance with written arrangements agreed upon between the abovementioned representatives.

ARTICLE II

To promote the economic and social progress of Guyana, the Government of Guyana will contribute fully within the limits of its resources and general economic condition to its development program and to programs and operations related thereto, including those conducted pursuant to this Agreement, and will give full information to the people of Guyana concerning programs and operations hereunder. The Government of Guyana will take appropriate steps to insure the effective use of assistance furnished pursuant to this Agreement and will afford every opportunity and facility to representatives of the Government of the United States of America to observe and review programs and operations conducted under this Agreement and will furnish whatever information they may need to determine the nature and scope of operations planned or carried out and to evaluate results.

ARTICLE III

The Government of Guyana will receive a special mission, currently named U.S.A.I.D., and its personnel to discharge the responsibilities of the Government of the United States of America hereunder and will consider this mission and its personnel as part of the diplomatic mission of the Government of the United States of America in Guyana for the purpose of receiving the privileges and immunities accorded to that mission and its personnel of comparable rank. The special mission shall enjoy the same inviolability of premises as is extended to the diplomatic mission of the Government of the United States of America.

ARTICLE IV

In order to assure the maximum benefits to the people of Guyana from the assistance to be furnished hereunder:

(a) Property or funds used or to be used, in connection with this Agreement, by the Government of the United States of America or by any contractor financed by that Government shall be exempt from any taxes on ownership or use and any other taxes, investment or deposit requirements, and currency controls in Guyana, and the import, export, acquisition, use or disposition of any such property or funds in connection with this Agreement shall be exempt from any tariffs, customs, duties, import and export taxes, taxes on purchase or disposition and any other taxes or similar charges in Guyana. However, upon completion of the work to be performed by any contractor financed by the United States Government with any materials and equipment imported into Guyana, such contractor shall be liable to pay the existing rates of duties on all materials, equipment or other property not utilized, unless such materials and equipment are reexported.

(b) All persons, except citizens or permanent residents of Guyana, who are present therein to perform work pursuant to this Agreement, shall be exempt from income and social security taxes and other fees levied under the laws of Guyana, and from taxes on the purchase, ownership, use or disposition of personal movable

property (including automobiles) intended for their own use except that if a motor car is sold or transferred to a person not entitled to duty free privileges, the duty and other taxes shall be paid on it in accordance with the laws or regulations in force in Guyana. Such persons and members of their families shall receive the same treatment with respect to the payment of customs, import, export, and all other duties and fees on personal movable property (including automobiles) imported into Guyana for their own use, as is accorded by the Government of Guyana to diplomatic personnel of the American Embassy in Guyana, except that with respect to persons engaged under a contract financed by the Government of the United States, the personal and household effects of such persons shall only be exempt from import duties and taxes at the time of a person's first arrival in Guyana and for a period of six months thereafter, and that not more than one motor car may be imported into Guyana every five years without the written permission of the Government of Guyana.

ARTICLE V

Funds used for purposes of furnishing assistance hereunder shall be convertible into currency of Guyana at the rate providing the largest numbers of units of such currency per United States dollar which, at the time conversion is made, is not unlawful in Guyana.

ARTICLE VI

1. This Agreement shall enter into force on the date on which it is signed by the two Governments and shall remain in force until six months after the date of the communication by which either Government gives written notification to the other of its intention to terminate it. In such event, the provisions of this Agreement shall remain in full force and effect with respect to assistance furnished pursuant to this Agreement before such termination.

2. All or any part of the program of assistance provided hereunder, except as may otherwise be provided in arrangements agreed upon pursuant to Article I hereof, may be terminated by either

Government if that Government determines that because of changed conditions the continuation of such assistance is unnecessary or undesirable. The termination of such assistance under this provision may include the termination of deliveries of any commodities hereunder not yet delivered.

3. The furnishing of assistance under this Agreement shall be subject to the applicable laws and regulations of the Government of the United States of America, and the receipt of such assistance by the Government of Guyana shall be subject to the applicable laws and regulations of the Government of Guyana.

4. The two Governments or their designated representatives shall, upon request of either of them, consult regarding any matter on the application, operation or amendment of this Agreement.

5. Upon entry into force of this Agreement, the Economic Cooperation Agreement between the Governments of the United States of America and the United Kingdom signed on July 6, 1948, made applicable to British Guiana on March 17, 1949, and amended on January 3, 1950, on May 25, 1951, on February 25, 1953 [1] and on June 26 and August 20, 1957; [2] and the Agreement for Technical Cooperation between the Governments of the United States of America and the United Kingdom of Great Britain and Northern Ireland in Respect to the Territories for the International Relations of Which the Government of the United Kingdom are Responsible, signed on July 13, 1951, together with the provision made pursuant thereto for a Technical Cooperation Program in British Guiana by the Exchange of Notes on June 29, 1954 and July 12, 1954, as such provisions have been extended by the Exchanges of Notes on June 22, 1959 and June 30, 1959, and on June 22, 1964 and June 29, 1964, [3] shall no longer be considered to apply to Guyana. Arrangements or agreements implementing the abovementioned Agreements, as amended, extended, and observed in practice by the Governments of the United States of America and

[1] TIAS 1795, 2036, 2277, 2815; 62 Stat. 2596; 1 UST 184; 2 UST 1292; 4 UST 1528.

[2] Should read "June 26 and August 20, 1959". TIAS 4664; 11 UST 2680.

[3] TIAS 2281, 3152, 4290, 5609; 2 UST 1307; 5 UST 2936; 10 UST 1421; 15 UST 1393.

Guyana, concluded prior to the entry in force of this Agreement shall, from such date of entry in force, be subject to this Agreement.

DONE IN DUPLICATE at Georgetown this 8TH day of November, 1979.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

George B. Roberts
Ambassador

FOR THE GOVERNMENT OF GUYANA

H. Desmond Hoyte
Minister of Economic Development and Cooperatives

COLOMBIA

Trade in Textiles and Textile Products

Agreements amending the agreement of August 3, 1978, as amended.
Effected by exchange of letters
Signed at Bogotá August 30 and September 7, 1979;
Entered into force September 7, 1979.
And exchange of letters
Signed at Bogotá September 6 and 7, 1979;
Entered into force September 7, 1979.

The American Economic/Commercial Counselor to the Colombian Exports Sub-Director, Instituto Colombiano de Comercio Exterior (INCOMEX)

EMBASSY OF THE
UNITED STATES OF AMERICA

BOGOTA-COLOMBIA

No. 267 AUGUST 30, 1979

Dr. HERNANDO ARCINIEGAS
Sub-Director de Exportaciones
INCOMEX
Carrera 13 A No. 27–31 Oficina 722
Bogotá, D.E.

DEAR DR. ARCINIEGAS:

I refer to the agreement between the United States and Colombia relating to trade in cotton, wool, and man-made fiber textiles, effected by exchange of notes dated August 3, 1978, as amended. [1] I also refer to your letter of July 18, 1979 [2] in which you requested an increase of 500,000 square yards equivalent in the designated consultation level for category 312 (corduroy).

I am pleased to inform you that my government agrees with this request. I therefore propose that Annex B of the agreement be

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[1] TIAS 9515; 30 UST 5529.
[2] Not printed.

amended to increase the designated consultation level for category 312 from 1,500,000 to 2,000,000 square yards equivalent. If this proposal is acceptable to the Government of Colombia, this letter and your letter of confirmation will constitute an amendment to the agreement.

Please let me know if I can be of further assistance.

Sincerely,

GEORGE H. THIGPEN

George H. Thigpen
Economic/Commercial Counselor

The Colombian Exports Sub-Director, Instituto Colombiano de Commercio Exterior (INCOMEX), to the American Economic/ Commercial Counselor

INCOMEX

14171

Bogotá, D. E., -7 SET. 1979

E 4935

Señor
GEORGE THIGPEN
Consejero para Asuntos
Económicos y Comerciales
Embajada Estados Unidos
Ciudad

Apreciado señor:

En respuesta a su comunicación No. 267 del 30 de agosto de 1979 en la cual usted nos propone aumentar en 500.000 yardas cuadradas el nivel de consulta fijado para el segundo año del Acuerdo Bilateral Textil suscrito entre los dos gobiernos, en lo concerniente a la categoría 312 (corduroy), quiero informarle que aceptamos su propuesta.

Agradeciendo la atención prestada, quedo de usted.

Atentamente,

HERNANDO ARGINIEGAS S.
Subdirector Exportaciones

INSTITUTO COLOMBIANO DE COMERCIO EXTERIOR — EDIFICIO CENTRO DE COMERCIO INTERNACIONAL — CALLE 28 No. 13 A 15
BOGOTA, D. E. COLOMBIA

TRANSLATION

COLOMBIAN INSTITUTE FOR FOREIGN TRADE

14171 Bogota, D.E., September 7, 1979

E #4935

Mr. George Thigpen
Economic/Commercial Counselor
United States Embassy
Bogota

Dear Mr. Thigpen:

In reply to your letter No. 267 of August 30, 1979, in which you propose to increase by 500,000 square yards the designated consultation level for category 312 (corduroy) for the second year of the bilateral textile agreement concluded between the two governments, I should like to inform you that we accept your proposal.

Thanking you for your attention, I remain,

Sincerely yours,

H Arciniegas S

Hernando Arciniegas S.
Assistant Director for Exports

[SEAL]

The American Economic/Commercial Counselor to the Colombian Exports Sub-Director, Instituto Colombiano de Commercio Exterior (INCOMEX)

EMBASSY OF THE
UNITED STATES OF AMERICA

BOGOTA, COLOMBIA

No. 282 SEPTEMBER 6, 1979

Doctor HERNANDO ARCINIEGAS
Sub-Director de Exportaciones
INCOMEX
Carrera 13 A No. 27–31, Oficina 722
Bogotá, D.E.

DEAR DR. ARCINIEGAS:

I refer to the agreement between the United States and the Republic of Colombia relating to trade in cotton, wool, and man-made fiber textiles effected by exchange of notes dated August 3, 1978, as amended. I also refer to your letter of August 21, 1979 in which you requested an increase in the designated consultation level of category 444, (women's, girl's, and infants' wool suits).

My Government proposes that the consultation level of category 444 for this agreement year be raised by 50,000 square yards equivalent (926 dozen) to 150,000 square yards equivalent. If this proposal is acceptable to the Government of Colombia this letter and your letter of confirmation will constitute an amendment to the agreement.

Please let me know if I can be of further assistance.

Sincerely,

GEORGE H. THIGPEN

George H. Thigpen
Economic/Commercial Counselor

The Colombian Exports Sub-Director, Instituto Colombiano de Commercio Exterior (INCOMEX), to the American Economic/ Commercial Counselor

INCOMEX

14170

Bogotá, D. E., -7 SET. 1979

E # 4937

Señor
GEORGE THIGPEN
Consejero para Asuntos
Económicos y Comerciales
Embajada Estados Unidos
Ciudad

Apreciado señor:

En respuesta a su comunicación No. 282 del 6 de septiembre del año en curso, en la cual nos propone aumentar en 50.000 yardas cuadradas, el nivel de consulta fijado para el segundo año del Acuerdo Bilateral Textil suscrito entre los dos gobiernos, en lo concerniente a la categoría 444 (vestidos de lana para mujeres, niñas e infantes), quiero informarle que aceptamos su propuesta.

Agradeciendo la atención prestada, quedo de usted.

Atentamente,

HERNANDO ARCINIEGAS S.
Subdirector Exportaciones

INSTITUTO COLOMBIANO DE COMERCIO EXTERIOR — EDIFICIO CENTRO DE COMERCIO INTERNACIONAL — CALLE 28 No. 13 A 15
BOGOTA, D. E. COLOMBIA

TIAS 9645

TRANSLATION

COLOMBIAN INSTITUTE FOR FOREIGN TRADE

14170 Bogota, D.C., September 7, 1979

E #4937

Mr. George Thigpen
Economic/Commercial Counselor
United States Embassy
Bogota

Dear Mr. Thigpen:

In reply to your letter No. 282 of September 6, 1979, in which you propose that the designated consultation level of Category 44 (women's, girl's, and infants' wool suits) for the second year of the bilateral textile agreement concluded between the two governments be raised by 50,000 square yards, I should like to inform you that we accept your proposal.

Thanking you for your attention, I remain,

Sincerely yours,

H Arciniegas S

Hernando Arciniegas S.
Assistant Director for Exports

[SEAL]

SOCIALIST REPUBLIC OF ROMANIA

Trade in Textiles

Agreement amending the agreement of June 17, 1977, as amended.
Effected by exchange of letters
Signed at Washington and New York July 23 and September 14, 1979;
Entered into force September 14, 1979.

The Secretary of State to the Romanian Economic Counselor

DEPARTMENT OF STATE
WASHINGTON

JULY 23, 1979

DEAR MR. FODOR:

I refer to the Agreement between the United States of America and the Socialist Republic of Romania Relating to Trade in Wool and Man-Made Fiber Textiles, effected by exchange of notes dated June 17, 1977, as amended [1] (the Agreement), and to consultations held in Washington on July 18, 1979 between representatives of the Government of Romania and representatives of the Government of the United States.

As a result of the request made in your letter of June 18, 1979 [2] and in accordance with the results of the abovementioned consultations, I propose that paragraph 3(C) of the Agreement be amended to establish a designated consultation level of 150,000 square yards equivalent for category 410, woolen and worsted fabric.

If the foregoing proposal is acceptable to the Government of the Socialist Republic of Romania, this letter and your letter of confirmation on behalf of the Government of the Socialist Republic of Romania shall constitute an amendment to the Agreement, effective on the date of your letter of confirmation.

For the Secretary of State:
ERNEST JOHNSTON

MR. NAPOLEON FODOR
Economic Counselor
Embassy of the Socialist
Republic of Romania

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[1] TIAS 8833, 8924, 9167, 9211; 29 UST 568, 2033; 29 UST 5988; 30 UST 685.
[2] Not printed.

The Romanian Economic Counselor to the Deputy Assistant Secretary of State for International Trade Policy

EMBASSY OF THE
SOCIALIST REPUBLIC OF ROMANIA
OFFICE OF THE ECONOMIC COUNSELOR
573-577 THIRD AVENUE
NEW YORK, N.Y. 10016
PHONES: (212) 682-9120-23

No.9631 September 14,1979

DEPARTMENT OF STATE
Mr.Ernest Johnston
Deputy Asst.Secretary of State
for International Trade Policy
Washington,D.C.20520

Dear mr.Johnston,

I refer to your letter of July 23,1979 dealing with the Agreement between our two countries relating to Trade in Wool and Man-made Fiber Textiles and the consultations held in Washington on July 18,1979 with regard to the above mentioned Agreement.
On behalf of our Authorities I am pleased to confirm with you that the increase of the consultation level for category 410 to 150,000 SYE is acceptable.

Sincerely yours,
Napoleon Fodor,
Economic Counselor

MEXICO

Frequency Modulation Broadcasting

Agreements amending the agreement of November 9, 1972, as amended.
Effected by exchange of notes
Signed at México and Tlatelolco June 4 and August 1, 1979;
Entered into force August 1, 1979.
And exchange of notes
Signed at México and Tlatelolco October 2 and 11, 1979;
Entered into force October 11, 1979.
And exchange of notes
Signed at México and Tlatelolco September 5, 1979 and January 23, 1980;
Entered into force January 23, 1980.

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 967

MEXICO, D. F., *June 4, 1979*

EXCELLENCY:

I have the honor to refer to the Agreement of November 9, 1972, between the United States of America and the United Mexican States concerning frequency modulation broadcasting in the 88 to 108 MHz frequency band, as amended.[1]

The United States of America proposes the following further amendments to Table B of the Allotment Plan appearing in Annex II to the 1972 Agreement:

Table B

City	Channel No. Delete	Channel No. Add
Yermo, California	———	251B
Mountain Pass, California	———	258B
Tehachapi, California	———	276A
Yucca Valley, California	———	295B

[1] TIAS 7697, 8152, 8301, 8412, 9436; 24 UST 1815; 26 UST 2120; 27 UST 2012, 3944; 30 UST 3927.

The Directorate General of Telecommunications has informed the Federal Communications Commission that it has no technical objection to the proposed amendments, which conform to the channel separation requirements of Article 6, Section C, of the 1972 Agreement.

If the foregoing proposal is acceptable to Your Government, I further propose that this note and your reply to that effect constitute an Agreement modifying the 1972 Agreement, as amended, and entering into force on the date of your reply.

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

PATRICK J. LUCEY

His Excellency
Licenciado JORGE CASTAÑEDA Y ALVAREZ DE LA ROSA
Secretary of Foreign Relations
Mexico, D. F.

The Mexican Under Secretary of Foreign Relations to the American Ambassador

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

Tlatelolco, D. F., a 1º de agosto de 1979.

Señor Embajador:

309310 Tengo el honor de referirme a la atenta nota de Vuestra Excelencia número 967, fechada el 4 de junio del año en curso, cuyo texto vertido al español es el siguiente:

"Tengo el honor de referirme al Acuerdo del 9 de noviembre de 1972, entre los Estados Unidos de América y los Estados Unidos Mexicanos, relativo a la Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, enmendado.

Los Estados Unidos de América proponen las siguientes enmiendas adicionales a la Tabla B del Plan de Adjudicaciones del Anexo II del Acuerdo de 1972:

Tabla B

Ciudad	Canal No. Supresión	Canal No. Adición
Yermo, California	- - - - - -	251 B
Mountain Pass, California	- - - - - -	258 B
Tehachapi, California	- - - - - -	276 A
Yucca Valley, California	- - - - - -	295 B

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Al Excelentísimo Señor
Patrick Joseph Lucey,
Embajador de los Estados Unidos de América,
México, D. F.

La Dirección General de Telecomunicaciones informó a la Comisión Federal de Comunicaciones que no existe objeción técnica a las enmiendas propuestas, de conformidad con los requerimientos de superación de canal del Artículo 6, Sección C, del Acuerdo de 1972.

Si la anterior propuesta es aceptable para su Gobierno, propongo que esta nota y su respuesta constituyan un Acuerdo modificando el Acuerdo de 1972, enmendado, y entrará en vigor en la fecha de su respuesta."

En respuesta a la atenta nota de Vuestra Excelencia arriba transcrita, tengo el agrado de comunicarle que el Gobierno de México acepta los términos de la misma y, en consecuencia, conviene en que la nota 967 de Vuestra Excelencia y la presente, constituyan un Acuerdo entre nuestros dos Gobiernos que modifica el Convenio relativo a la Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, firmado el 9 de noviembre de 1972, el cual entrará en vigor en la fecha de la presente nota.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración.

TRANSLATION

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

No. 309310 Tlatelolco, August 1, 1979

Mr. Ambassador:

I have the honor to refer to Your Excellency's note No. 967 of June 4, 1979, the text of which, translated into Spanish reads as follows:

[For the English language text, see pp. 4841-4842.]

In reply to your note transcribed above, I am pleased to inform you that the Government of Mexico accepts the terms of the aforementioned note and therefore agrees that your note No. 967 and this note shall constitute an agreement between our two governments which amends the Agreement concerning frequency modulation broadcasting in the 88 to 108 MHz frequency band signed on November 9, 1972, and which shall enter into force on the date of this note.

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

J Castañeda

His Excellency
Patrick Joseph Lucey,
Ambassador of the United
States of America,
Mexico, D.F.

The Mexican Secretary of Foreign Relations to the American Ambassador

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

Tlatelolco, D. F., a 2 de octubre de 1979.

Señor Embajador:

312067 Tengo el honor de referirme al Convenio entre los Estados Unidos Mexicanos y los Estados Unidos de América, relativo a la Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, suscrito el 9 de noviembre de 1972, para comunicar a Vuestra Excelencia que de acuerdo con la coordinación efectuada entre la Dirección General de Telecomunicaciones de la Secretaría de Comunicaciones y Transportes y la "Federal Communication Commission", se desea modificar el Cuadro "A" del Plan de Adjudicaciones del Anexo II al Convenio de referencia de la siguiente manera:

Ciudad	Cancelar	Adicionar
Monterrey, N. L.	211-A	211-B

Si la anterior propuesta es aceptable para el Gobierno de Vuestra Excelencia, propongo que esta nota y la de respuesta constituyan un Acuerdo que modifique el Convenio relativo a la Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, el cual entrará en vigor en la fecha de Vuestra Respuesta.

Aprovecho la oportunidad para renovar a Vuestra Excelencia el testimonio de mi más alta consideración. [1]

Alfonso de Rosenzweig-Díaz

Al Excelentísimo Señor
Patrick Joseph Lucey,
Embajador de los Estados Unidos de América,
México, D. F.

[1] Alfonso de Rosenzweig-Diaz.

The American Ambassador to the Mexican Under Secretary of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 1885

MEXICO, D.F., *October 11, 1979*

EXCELLENCY:

I take pleasure in acknowledging receipt of your note No. 311067 [1] dated October 2, 1979, which in Spanish translation reads as follows:

"I have the honor to refer to the Agreement between the United Mexican States and the United States of America concerning Frequency Modulation Broadcasting in the 88 to 108 MHz Band subscribed to November 9, 1972, in order to inform Your Excellency that in accordance with coordination effected between the General Directorate of Telecommunications of the Secretariat of Communications and Transport and the Federal Communication Commission, we wish to modify Table A of the Allotment Plan of Annex II to the referenced Convention in the following manner:

City	Delete	Add
Monterrey, N.L.	211–A	211–B

"If the foregoing proposal is acceptable to Your Excellency's Government, I propose that this note and the reply constitute an Agreement modifying the Convention concerning Frequency Modulation Broadcasting in the 88 to 108 MHz Band, which will enter into force on the day of your reply."

In reply thereto, I have the honor to inform Your Excellency that the Government of the United States of America agrees that the proposal contained in Your Excellency's Note and this Note in reply constitutes an Agreement modifying the Convention concerning Frequency Modulation Broadcasting in the 88 to 108 MHz Band, which will enter into force on the present date.

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

PATRICK J. LUCEY

His Excellency
Licenciado ALFONSO DE ROSENZWEIG-DIAZ
Under Secretary of Foreign Relations
Mexico, D.F.

[1] Should read "No. 312067".

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

Mexico, D.F., September 5, 1979

No. 1642

Excellency:

I have the honor to refer to the Agreement of November 9, 1972, between the United States of America and the United Mexican States concerning Frequency Modulation Broadcasting in the 88 to 108 MHz Frequency Band, as amended.

The United States of America proposes the following further amendment to Table B of the Allotment Plan appearing in Annex II to the 1972 Agreement:

Table B

City	Channel No.	
	Delete	Add
Rosamond, California	---	288A

The General Directorate of Telecommunications has informed the Federal Communications Commission that it has no technical objection to the proposed amendment, which conforms to the channel separation requirements of Article 6, Section C, of the 1972 Agreement.

His Excellency
Licenciado Jorge Castañeda
Secretary of Foreign Relations
Mexico, D.F.

If the foregoing proposal is acceptable to Your Government, I further propose that this note and your reply to that effect constitute an agreement modifying the 1972 Agreement, as amended, and entering into force on the date of your reply.

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

The Mexican Secretary of Foreign Relations to the American Chargé d'Affaires ad interim

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

Tlatelolco, D. F., a 23 de enero de 1980.

Señor Encargado de Negocios:

301850 Tengo el honor de referirme a la atenta nota de Vuestra Señoría número 1642, fechada el 5 de septiembre de 1979, cuyo texto vertido al español es el siguiente:

"Tengo el honor de referirme al Acuerdo del 9 de noviembre de 1972, entre los Estados Unidos de América y los Estados Unidos Mexicanos, relativo a la Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, enmendado.

Los Estados Unidos de América proponen la siguiente enmienda adicional a la Tabla B del Plan de Adjudicaciones del Anexo II del Acuerdo de 1972:

Tabla B

Ciudad	Canal No.	
	Supresión	Adición
Rosamond, California	---------	288 A

A Su Señoría
John A. Ferch.
Encargado de Negocios, a,i.
de los Estados Unidos de América.
México, D. F.,

La Dirección General de Telecomunicaciones informó a La Comisión Federal de Comunicaciones que no existe objeción técnica a la enmienda propuesta, de conformidad con los requerimientos de separación de canal del Artículo 6, Sección C, del Acuerdo de 1972.

Si la anterior propuesta es aceptable para su Gobierno, propongo que esta nota y su respuesta constituyan un Acuerdo modificando el Acuerdo de 1972, enmendado, y entrará en vigor en la fecha de su respuesta".

En respuesta a la atenta nota de Vuestra Señoría arriba transcrita, tengo el agrado de comunicarle que el Gobierno de México acepta los términos de la misma y, en consecuencia, conviene en que la nota 1642 de Vuestra Señoría y la presente, constituyan un Acuerdo entre nuestros dos Gobiernos que modifica el Convenio relativo a la Radiodifusión en Frecuencia Modulada en la Banda de 88 a 108 MHz, firmado el 9 de noviembre de 1972, el cual entrará en vigor en la fecha de la presente nota.

Aprovecho la oportunidad para renovar a Vuestra Señoría el testimonio de mi más alta consideración.

TRANSLATION

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

No. 301850 Tlatelolco, D.F., January 23, 1980

Sir:

I have the honor to refer to Your Excellency's note No. 1642 of September 5, 1979, the text of which, translated into Spanish reads as follows:

[For the English language text, see pp. 4848-4849.]

In reply to your note transcribed above, I am pleased to inform you that the Government of Mexico accepts the terms of the aforementioned note and therefore agrees that your note No. 1642 and this note shall constitute an agreement between our two governments which amends the Agreement concerning Frequency Modulation Broadcasting in the 88 to 108 MHz Band, signed on November 9, 1972, and which shall enter into force on the date of this note.

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

J Castañeda

His Excellency
John A. Ferch,
Charge d'Affaires ad interim
of the United States of America,
Mexico, D.F.

UNION OF SOVIET SOCIALIST REPUBLICS

Cooperation in the Field of Energy

Agreement amending and extending the agreement of June 28, 1974.
Effected by exchange of notes
Dated at Washington June 28 and 29, 1979;
Entered into force June 29, 1979.

The Department of State to the Soviet Embassy

The Department of State proposes to the Embassy of the Union of Soviet Socialist Republics the following:

With reference to the Agreement between the United States of America and the Union of Soviet Socialist Republics on Cooperation in the Field of Energy signed at Moscow June 28, 1974,[1] and to the Department of State's note of December 28, 1978,[2] to the Embassy of the Union of Soviet Socialist Republics concerning the Agreement, the Department of State, acting pursuant to Article IX, proposes that the Agreement be extended until June 28, 1982, with the following modifications:

Paragraph 7 of the Preamble to read as follows:

"In accordance with and in development of the Agreement between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics on Cooperation in the Fields of Science and Technology of May 24, 1972, as extended;[3] and the Agreement on Cooperation in the Field of Environmental Protection between the United States of America and the Union of Soviet Socialist Republics of May 23, 1972,[4] as extended; as well as in accordance with the Agreement between the United States of America and the Union of Soviet Socialist Republics on Science and Technology Cooperation in the Field of Peaceful Uses of Atomic Energy of June 21, 1973,[5] and the General Agreement between the United States of America and the Union of Soviet Socialist Republics on Contacts, Exchanges and Cooperation of June 19, 1973:"[6]

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[1] TIAS 7899; 25 UST 1604.
[2] Not printed.
[3] TIAS 7346, 8619; 23 UST 856; 28 UST 5191.
[4] TIAS 7345; 23 UST 845.
[5] TIAS 7655; 24 UST 1486.
[6] TIAS 7649; 24 UST 1395.

Article IX, paragraph 1, to read as follows:

"This Agreement shall remain in force until June 28, 1982. It will be automatically extended for a further two years unless either Party notifies the other of its intent to terminate this Agreement not later than thirty days prior to June 28, 1982. The Agreement may be further extended by mutual agreement of the Parties."

If the foregoing is acceptable to the Soviet side, it is proposed that this note and the Embassy's reply to that effect shall constitute an Agreement between the Parties for this purpose.

AK

Department of State,

Washington, June 28, 1979.

The Soviet Embassy to the Department of State

ПОСОЛЬСТВО

СОЮЗА СОВЕТСКИХ

СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК

№ 29

Посольство Союза Советских Социалистических Республик подтверждает получение ноты Государственного Департамента Соединенных Штатов Америки следующего содержания:

"Государственный Департамент Соединенных Штатов Америки предлагает Посольству Союза Советских Социалистических Республик следующее:

Ссылаясь на Соглашение между США и СССР по сотрудничеству в области энергетики, подписанное в Москве 28 июня 1974 года, и ноту Государственного Департамента Посольству СССР в отношении Соглашения от 28 декабря 1978 года, Государственный Департамент в соответствии со статьей 9 предлагает продлить Соглашение до 28 июня 1982 года со следующими изменениями.

Параграф 7 Преамбулы изложить следующим образом:

"В соответствии и в развитие Соглашения между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о сотрудничестве в области науки и техники от 24 мая 1972 года, срок действия которого продлен, и в соответствии с Соглашением между Соединенными Штатами Америки и Союзом Советских Социалистических Республик о сотрудничестве в области охраны окружающей среды, Соглашением между Соединенными Штатами Америки и Союзом Советских Социалистических Республик о сотрудничестве в области мирного использования атомной энергии от 21 июня 1973 года, Общим соглашением между Соединенными Штатами

ГОСУДАРСТВЕННЫЙ ДЕПАРТАМЕНТ
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ
г.Вашингтон

Америки и Союзом Советских Социалистических Республик о контактах, обменах и сотрудничестве от 19 июня 1973 года".

Параграф I Статьи IX изложить следующим образом:

"Настоящее Соглашение остается в силе до 28 июня 1982 года. Соглашение будет автоматически продлено на последующие два года, если одна из Сторон не уведомит другую Сторону о намерении прекратить действие настоящего Соглашения не позднее, чем за тридцать дней до 28 июня 1982 года. Настоящее Соглашение может быть в дальнейшем продлено по взаимному согласию Сторон".

Если вышеизложенное приемлемо для Советской Стороны, Государственный Департамент предлагает настоящую Ноту и Ответ Посольства на указанную Ноту считать Соглашением между Сторонами по этому вопросу".

Посольство Союза Советских Социалистических Республик имеет честь сообщить о согласии советской стороны с предложениями, содержащимися в упомянутой ноте Государственного Департамента Соединенных Штатов Америки, а также с тем, чтобы нота Государственного Департамента и настоящий ответ на нее считались Соглашением между сторонами по этому вопросу.

"29" июня 1979 г., г.Вашингтон

TRANSLATION

EMBASSY OF THE UNION OF
SOVIET SOCIALIST REPUBLICS

No. 29

The Embassy of the Union of Soviet Socialist Republics acknowledges receipt of the note of the Department of State of the United States of America, which reads as follows:

[For the English language text, see pp. 4854-4855.]

The Embassy of the Union of Soviet Socialist Republics has the honor to communicate that the Soviet side agrees to the proposals contained in the aforementioned note of the Department of State of the United States of America and also agrees that the Department of State's note and this reply shall constitute an Agreement on this matter.

June 29, 1979, Washington, D. C.

DEPARTMENT OF STATE
OF THE UNITED STATES OF AMERICA,
Washington, D. C.

[Initialed]

DENMARK AND THE FAROE ISLANDS

Fisheries off the United States Coasts

Agreement signed at Washington September 5, 1979;
Entered into force January 18, 1980.
With agreed minute.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
OF THE ONE PART
AND THE GOVERNMENT OF DENMARK
AND THE HOME GOVERNMENT OF THE FAROE ISLANDS
OF THE OTHER PART
CONCERNING FISHERIES OFF THE COASTS
OF THE UNITED STATES

AFTALE MELLEM
REGERINGEN FOR AMERIKAS FORENEDE STATER
PÅ DEN ENE SIDE
OG DANMARKS REGERING OG FÆRØERNES LANDSSTYRE
PÅ DEN ANDEN SIDE
OM FISKERI UD FOR DE FORENEDE STATERS KYSTER

SÁTTMÁLI MILLUM
STJÓRNINA FYRI SAMBANDSRÍKJUM NORÐUR-AMERIKA
ØÐRUMEGIN
OG DONSKU STJÓRNINA OG FØROYA LANDSSTÝRI
HINUMEGIN
UM FISKISKAP ÚT FYRI STRONDUM SAMBANDSRÍKJANNA

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA OF THE ONE PART AND THE GOVERNMENT OF DENMARK AND THE HOME GOVERNMENT OF THE FAROE ISLANDS OF THE OTHER PART CONCERNING FISHERIES OFF THE COASTS OF THE UNITED STATES

The Government of the United States of America of the one part and the Government of Denmark and the Home Government of the Faroe Islands of the other part,

Considering their common concern for the rational management, conservation and optimum utilization of fish stocks off the coasts of the United States;

Acknowledging the fishery management authority of the United States as set forth in the Fishery Conservation and Management Act of 1976;[1]

Having regard for the discussions at the Third United Nations Conference on the Law of the Sea relating to fisheries; and

Desirous of establishing reasonable terms and conditions pertaining to fisheries of mutual concern over which the United States exercises fishery management authority, and noting the status of the Faroe Islands as a self-governing community within the Kingdom of Denmark;

Have agreed as follows:

[1] 90 Stat. 331; 16 U.S.C. § 1801 note.

ARTICLE I

The purpose of this Agreement is to insure effective conservation, optimum utilization and rational management of the fisheries of mutual interest off the coasts of the United States and to establish a common understanding of the principles and procedures under which fishing may be conducted by residents and vessels of the Faroe Islands for the living resources over which the United States exercises fishery management authority as provided by United States law.

ARTICLE II

As used in this Agreement, the term

1. "living resources over which the United States exercises fishery management authority" means all fish within the fishery conservation zone of the United States, except highly migratory species as defined in subparagraph 7. of this Article, all anadromous species of fish that spawn in the fresh or estuarine waters of the United States and migrate to ocean waters and all living resources of the continental shelf appertaining to the United States;

2. "fish" means all finfish, molluscs, crustaceans, and other forms of marine animal and plant life, other than marine mammals, birds and highly migratory species;

3. "fishery" means

   a. one or more stocks of fish that can be treated as a unit for purposes of conservation and management and that are identified on the basis of geographical, scientific, technical, recreational and economic characteristics; and

   b. any fishing for such stocks;

4. "fishery conservation zone" means a zone contiguous to the territorial sea of the United States, the seaward boundary of which is a line drawn in such a manner that each point on it is 200 nautical miles from the baseline from which the breadth of the territorial sea of the United States is measured;

5. "fishing" means

a. the catching, taking or harvesting of fish;

b. the attempted catching, taking or harvesting of fish;

c. any other activity that can reasonably be expected to result in the catching, taking or harvesting of fish;

d. any operation at sea directly in support of, or in preparation for, any activity described in subparagraphs a. through c. above, provided that such term does not include other legitimate uses of the high seas, including any scientific research activity conducted by a scientific research vessel;

6. "fishing vessel" means any vessel, boat, ship or other craft that is used for, equipped to be used for, or of a type that is normally used for

a. fishing; or

b. aiding or assisting one or more vessels at sea in the performance of any activity relating to fishing, including preparation, supply, storage, refrigeration, transportation or processing;

7. "highly migratory species" means species of tuna which in the course of their life cycle, spawn and migrate over great distances in waters of the ocean;

8. "marine mammals" means any mammal that is morphologically adapted to the marine environment, including sea otters and members of the orders Sirenia, Pinnipedia, and Cetacea, or primarily inhabits the marine environment such as polar bears; and

9. "authorized enforcement officer" means persons authorized by the Government of the United States to enforce the provisions of this Agreement, who, in most cases, will be agents of the United States National Marine Fisheries Service and officers of the United States Coast Guard.

ARTICLE III

1. The Government of the United States is willing to allow access for fishing vessels of the Faroe Islands to harvest, in accordance with terms and conditions to be established in permits issued under Article VI, an allocation of that portion of the allowable catch for a specific fishery that will not be harvested by United States fishing vessels.

2. The Government of the United States shall determine each year, subject to such adjustments as may be necessitated by unforeseen circumstances affecting the stocks,

a. the total allowable catch for each fishery on the basis of the best available scientific evidence, taking into account the inter-dependence of stocks, internationally accepted criteria, and all other relevant factors;

b. the harvesting capacity of United States fishing vessels in respect of each fishery;

c. the portion of the total allowable catch for a specific fishery that, on an annual basis, will not be harvested by United States fishing vessels; and

d. the allocation of such portion that can be made available to qualifying fishing vessels of the Faroe Islands.

3. In implementation of paragraph 2.d. of this Article, the United States shall determine each year the measures necessary to prevent overfishing while achieving, on a continuing basis, the optimum yield from each fishery. Such measures may include, inter alia:

a. designated areas where, and periods when, fishing shall be permitted, limited, or conducted only by specified types of fishing vessels or with specified types and quantities of fishing gear;

b. limitations on the catch of fish based on area, species, size, number, weight, sex, incidental catch, total biomass or other factors;

c. limitations on the number and types of fishing vessels that may engage in fishing and/or on the number of days each vessel or the total fleet may engage in fishing in a designated area within the fishery conservation zone or for a specified fishery;

d. requirements as to the types of gear that may, or may not, be employed; and

e. requirements designed to facilitate enforcement of such conditions and restrictions, including the maintenance of appropriate position-fixing and identification equipment.

4. The Government of the United States shall notify the Home Government of the Faroe Islands of the determinations provided for by this Article on a timely basis.

ARTICLE IV

In determining the portion of the surplus that may be made available to vessels of the Faroe Islands, the Government of the United States will promote the objective of optimum utilization, taking into account, inter alia, traditional fishing, if any, contributions to fishery research and the identification of stocks, previous cooperation in enforcement, previous cooperation with respect to conservation and management of fishery resources of mutual concern, and the need to minimize economic dislocation in cases where vessels of the Faroe Islands have habitually fished for living resources over which the United States now exercises fishery management authority..

ARTICLE V

The Government of Denmark and the Home Government of the Faroe Islands shall take all necessary measures to insure:

1. that residents and vessels of the Faroe Islands refrain from fishing for living resources over which the United States exercises fishery management authority except as authorized pursuant to this Agreement;

2. that all such vessels so authorized comply with the provisions of permits issued pursuant to this Agreement and applicable laws of the United States; and
3. that the total allocation referred to in Article III, paragraph 2.d. of this Agreement is not exceeded for any fishery.

ARTICLE VI

The Home Government of the Faroe Islands may submit an application to the Government of the United States for a permit for each fishing vessel of the Faroe Islands that wishes to engage in fishing in the fishery conservation zone pursuant to this Agreement. Such application shall be prepared and processed in accordance with Annex I, which constitutes an integral part of this Agreement. The Government of the United States may require the payment of reasonable fees for such permits.

ARTICLE VII

The Government of Denmark and the Home Government of the Faroe Islands shall insure that residents and vessels of the Faroe Islands refrain from harassing, hunting, capturing or killing, or attempting to harass, hunt, capture or kill, any marine mammal within the United States fishery conservation zone, except as may be otherwise provided by an international agreement respecting marine mammals to which the United States is a party, or in accordance with specific authorization for and controls on incidental taking of marine mammals established by the Government of the United States.

ARTICLE VIII

The Government of Denmark and the Home Government of the Faroe Islands shall insure that in the conduct of the fisheries under this Agreement:

1. the authorizing permit for each vessel of the Faroe Islands is prominently displayed in the wheelhouse of such vessel;
2. appropriate position-fixing and identification equipment, as determined by the Government of the United States, is installed and maintained in working order on each vessel;
3. designated United States observers are permitted to board, upon request, any such fishing vessel, and shall be accorded the equivalent rank of ship's officer while aboard such vessel, and, further, the Government of the United States shall be reimbursed for the costs incurred in the utilization of observers;
4. agents are appointed and maintained within the United States possessing the authority to receive and respond to any legal process issued in the United States with respect to a vessel owner or operator for any cause arising out of the conduct of fishing activities under this Agreement; and

5. all necessary measures are taken to insure the prompt and adequate compensation of United States citizens for any loss of, or damage to, their fishing vessels, fishing gear or catch that is caused by any fishing vessel of the Faroe Islands, as determined by applicable United States procedures.

ARTICLE IX

1. The Government of Denmark and the Home Government of the Faroe Islands shall take such measures as may be necessary to insure that each vessel of the Faroe Islands authorized to fish pursuant to this Agreement, and any other vessel of the Faroe Islands that engages in fishing for living resources subject to the fishery management authority of the United States, shall allow and assist the boarding and inspection of such vessel by any duly authorized enforcement officer of the United States, and shall cooperate in such enforcement action as may be undertaken pursuant to the laws of the United States.

2. In cases of an enforcement action undertaken by the authorities of the Government of the United States pursuant to this Agreement concerning fishing vessels of the Faroe Islands, notification shall be given promptly through diplomatic channels informing the Government of Denmark of the action taken and of any penalties subsequently imposed.

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ARTICLE X

1. The Government of the United States and the Home Government of the Faroe Islands, undertake to cooperate, according to their capabilities, in the conduct of scientific research related to living resources of mutual interest. Their competent agencies shall enter into such arrangements as may be necessary to facilitate such cooperation, including the exchange of information and scientists, and regularly scheduled meetings between scientists to prepare research plans and review progress.

2. The Home Government of the Faroe Islands shall cooperate with the Government of the United States in the implementation of procedures for collecting, recording, and reporting fisheries data in accordance with the procedures in Annex II, which constitutes an integral part of this Agreement.

ARTICLE XI

1. The Government of the United States and the Home Government of the Faroe Islands shall carry out periodic bilateral consultations regarding the implementation of this Agreement and the development of further cooperation in the field of fisheries of mutual concern, including the establishment of appropriate multilateral organizations for the collection and analysis of scientific data respecting such fisheries, and the coordination of national management programs with regard to stocks of species which migrate through the waters of the zones off the coasts of the United States and of the Faroe Islands.

2. In the event of a dispute concerning the interpretation or application of this Agreement, such dispute shall be the subject of consultations between the Parties.

ARTICLE XII

Should the Government of the United States indicate to the Home Government of the Faroe Islands that its nationals and vessels wish to engage in fishing in the fishery conservation zone of the Faroe Islands or its equivalent, the Home Government of the Faroe Islands will allow such fishing on the basis of reciprocity and on terms not more restrictive than those established in accordance with this Agreement.

ARTICLE XIII

Nothing contained in the present Agreement shall affect or prejudice the views of either Party with respect to the existing territorial or other jurisdiction of the coastal State for all purposes other than the conservation and management of fisheries.

ARTICLE XIV

1. This Agreement shall enter into force on a date to be mutually agreed by exchange of notes, upon the completion of the internal procedures of both Parties,[1] and shall remain in force until July 1, 1984, unless extended by exchange of notes between the Parties. Notwithstanding the foregoing, either Party may terminate this Agreement after giving notice of such termination six months in advance.

2. This Agreement shall be subject to review by the two Parties two years after its entry into force or upon the conclusion of a multilateral treaty resulting from the Third United Nations Conference on the Law of the Sea.

[1] Jan. 18, 1980.

AFTALE MELLEM
REGERINGEN FOR AMERIKAS FORENEDE STATER
PÅ DEN ENE SIDE
OG DANMARKS REGERING OG FÆRØERNES LANDSSTYRE
PÅ DEN ANDEN SIDE
OM FISKERI UD FOR DE FORENEDE STATERS KYSTER

Regeringen for Amerikas Forenede Stater på den ene side og Danmarks regering og Færøernes landsstyre på den anden side,

som tager i betragtning, at de har en fælles interesse i en hensigtsmæssig regulering, beskyttelse og optimal udnyttelse af fiskebestandene ud for De Forenede Staters kyster,

som anerkender De Forenede Staters myndighed til at regulere fiskeriet som fastsat i Fishery Conservation and Management Act af 1976,

som tager hensyn til drøftelserne vedrørende fiskeri på De Forenede Nationers tredje havretskonference, og

som ønsker at fastsætte rimelige vilkår og betingelser for fiskeri af fælles interesse, over hvilket De Forenede Stater udøver fiskeriregulerende myndighed, og som henviser til Færøernes status som et selvstyrende samfund inden for Det Danske Kongerige -

er blevet enige om følgende bestemmelser:

ARTIKEL I

Formålet med denne aftale er at sikre effektiv bevarelse, optimal udnyttelse og hensigtsmæssig regulering af fiskeri af fælles interesse ud for De Forenede Staters kyster og at skabe en fælles forståelse for de principper og procedurer, hvorefter færøske borgere og fartøjer kan drive fiskeri af de levende rigdomskilder, over hvilke De Forenede Stater udøver myndighed til at regulere fiskeriet i henhold til De Forenede Staters lovgivning.

ARTIKEL II

I denne aftale betyder udtrykket

1. "Levende rigdomskilder, over hvilke De Forenede Stater udøver fiskeriregulerende myndighed", samtlige fisk inden for De Forenede Staters fiskeribeskyttelseszone med undtagelse af langt vandrende fiskearter, som defineret i afsnit 7 i denne artikel, samtlige anadrome fiskearter, der gyder i De Forenede Staters ferske vande eller flodmundinger og vandrer til det åbne hav, samt alle levende rigdomskilder på den del af fastlandssoklen, der tilhører De Forenede Stater;

2. "Fisk", samtlige finnefisk, bløddyr, krebsdyr og andre former for marin fauna og flora, med undtagelse af havpattedyr, fugle og langt vandrende fiskearter;

3. "Fiskeri"

a. En eller flere fiskebestande, der kan behandles som en enhed for så vidt angår bevarelse og regulering, og som identificeres på grundlag af geografiske, videnskabelige, tekniske, rekreative og økonomiske karakteristika; og

b. Enhver udøvelse af fiskeri af sådanne bestande;

4. "Fiskeribeskyttelseszone", en zone, der grænser op til De Forenede Staters territorialfarvand, og hvis grænse mod det åbne hav dannes af en linie, på hvilken ethvert punkt ligger 200 sømil fra den basislinie, hvorfra bredden af De Forenede Staters territorialfarvand måles;

5. "Udøvelse af fiskeri",

a. Enhver form for fangst af fisk;

b. Forsøg på enhver form for fangst af fisk;

c. Al anden virksomhed, der med rimelighed kan forventes at resultere i enhver form for fangst af fisk;

d. Alt arbejde på havet, der direkte er til støtte for eller som forbereder samtlige de i afsnit a. til c. ovenfor beskrevne former for virksomhed, dog således at nævnte udtryk ikke omfatter anden legitim brug af det åbne hav, herunder nogen form for videnskabelig forskningsvirksomhed, der udføres af et videnskabeligt forskningsfartøj;

6. "Fiskefartøj", ethvert fartøj, skib eller anden form for båd, der anvendes til, er udrustet til eller er af en type, som normalt anvendes til

a. Udøvelse af fiskeri; eller

b. Hjælp eller assistance for et eller flere fartøjer på havet, når de anvendes til enhver virksomhed, der vedrører fiskeri, herunder forberedelse, forsyning, opbevaring, nedfrysning, transport eller forarbejdning;

7. "Langt vandrende fiskearter", arter af tun, som i løbet af deres livscyklus gyder og vandrer over store afstande i havet;

8. "Havpattedyr", ethvert pattedyr, der morfologisk er tilpasset havmiljøet, herunder havoddere og medlemmer af ordenerne Sirenia, Pinnipedia og Cetacea, eller som primært lever i havmiljøet, som f.eks. isbjørne; og

9. "Befuldmægtiget håndhævelsestjenestemand", personer, der er bemyndiget af De Forenede Staters regering til at håndhæve bestemmelserne i denne aftale, og som i de fleste tilfælde vil være repræsentanter for De Forenede Staters Havfiskeritjeneste og officerer i De Forenede Staters Kystvagt.

ARTIKEL III

1. De Forenede Staters regering er villig til at give adgang for fiskefartøjer fra Færøerne, til, i overensstemmelse med de vilkår og bestemmelser, der skal fastsættes i de tilladelser, der udstedes i henhold til artikel VI, at fange en kvota af den del af den samlede tilladte fangst af et nærmere angivet fiskeri, der ikke vil blive fanget af fiskefartøjer fra De Forenede Stater.

2. De Forenede Staters regering fastsætter hvert år, med forbehold af sådanne tilpasninger, som måtte blive nødvendige som følge af uforudsete forholds indvirkning på bestandene:

a. Den samlede tilladte fangst af hvert fiskeri på grundlag af det bedste foreliggende videnskabelige materiale og under hensyntagen til bestandenes indbyrdes afhængighed, internationalt vedtagne kriterier samt alle andre relevante faktorer;

b. Fangstkapaciteten for De Forenede Staters fiskefartøjer for hvert enkelt fiskeri;

c. Den del af den samlede tilladte fangst for et bestemt fiskeri, der i løbet af året ikke vil blive fanget af De Forenede Staters fiskefartøjer; og

d. Den kvota af en sådan del, der kan stilles til rådighed for hertil godkendte fiskefartøjer fra Færøerne.

3. Til gennemførelse af afsnit 2, stk. d, i denne artikel fastsætter De Forenede Stater hvert år de foranstaltninger, der er nødvendige for at forhindre overfiskeri samtidig med, at der fortsat opnås optimalt udbytte af hvert fiskeri. Sådanne foranstaltninger kan blandt andet omfatte:

a. Nærmere angivne områder og perioder, hvor fiskeri tillades, begrænses eller kun drives af bestemte typer af fiskefartøjer eller med nærmere angivne typer og mængder af fangstredskaber;

b. Begrænsninger i fangst af fisk på grundlag af område, fiskeart, størrelse, antal, vægt, køn, bifangster, samlet biomasse eller andre faktorer;

c. Begrænsninger i antallet og typerne af fiskefartøjer, der må drive fiskeri og/eller i antallet af dage, hvor hvert fartøj eller hele fiskeflåden må drive fiskeri på et nærmere angivet område inden for fiskeribeskyttelseszonen eller med hensyn til et nærmere angivet fiskeri;

d. Krav med hensyn til de typer af fangstredskaber, der må eller ikke må benyttes; og

e. Krav med henblik på at lette håndhævelse af sådanne vilkår og begrænsninger, herunder opretholdelse af hensigtsmæssigt udstyr til positionsbestemmelse og identifikation.

4. De Forenede Staters regering underretter i tide Færøernes landsstyre om de bestemmelser, der er fastsat i henhold til denne artikel.

ARTIKEL IV

Ved fastsættelsen af den kvota af den overskydende del, som gives til fartøjer fra Færøerne skal De Forenede Staters regering tilgodese optimal udnyttelse under hensyntagen bl.a. til eventuelt traditionelt fiskeri, bidrag til fiskeriforskning og bestemmelse af fiskebestande, tidligere samarbejde om håndhævelse, tidligere samarbejde om beskyttelse og regulering af fiskeriressourcer af fælles interesse samt nødvendigheden af at begrænse de økonomiske forstyrrelser mest muligt i tilfælde, hvor fartøjer fra Færøerne traditionelt har fisket efter levende rigdomskilder, over hvilke De Forenede Stater nu udøver fiskeriregulerende myndighed.

ARTIKEL V

Danmarks regering og Færøernes landsstyre træffer alle nødvendige foranstaltninger for at sikre

1. at færøske borgere og fartøjer afholder sig fra fiskeri efter levende rigdomskilder, over hvilke De Forenede Stater udøver fiskeriregulerende myndighed, medmindre andet er fastsat i henhold til denne aftale;

2. at alle således godkendte fartøjer opfylder bestemmelserne i de tilladelser, der er udstedt i henhold til denne aftale og De Forenede Staters gældende lov; samt

3. at den i denne aftales artikel III, stk. 2, litra d, angivne samlede kvota ikke overskrides for noget fiskeri.

ARTIKEL VI

Færøernes landsstyre indgiver til De Forenede Staters regering ansøgning om tilladelse for hvert fiskefartøj fra Færøerne, der ønsker at drive fiskeri inden for fiskeribeskyttelseszonen i henhold til denne aftale. Ansøgninger skal udfærdiges og behandles i overensstemmelse med bilag I, der indgår som en integrerende del af denne aftale. De Forenede Staters regering kan opkræve et passende gebyr for sådanne tilladelser.

ARTIKEL VII

Danmarks regering og Færøernes landsstyre træffer alle nødvendige foranstaltninger for at sikre, at færøske borgere og fartøjer afstår fra at forstyrre, jage, fange eller dræbe noget havpattedyr eller forsøge herpå inden for De Forenede Staters fiskeribeskyttelseszone, undtagen hvor andet er bestemt ved international aftale vedrørende havpattedyr, i hvilken De Forenede Stater deltager, eller i henhold til en af De Forenede Staters regering udstedt særlig tilladelse til og kontrol med bifangst af havpattedyr.

ARTIKEL VIII

Danmarks regering og Færøernes landsstyre skal tage passende skridt til at sikre, at følgende regler iagttages under udøvelse af fiskeri i henhold til denne aftale:

1. Tilladelsen skal anbringes på et iøjnefaldende sted i styrehuset på hvert fartøj fra Færøerne;

2. Passende udstyr til positionsbestemmelse og identifikation, som fastsat af De Forenede Staters regering, skal installeres i alle fartøjer og holdes i brugbar stand;

3. Observatører, udpeget af De Forenede Stater, har på anmodning tilladelse til at gå ombord på ethvert sådant fiskefartøj, og har, medens de er ombord, rang som skibsofficerer; endvidere skal De Forenede Staters regering have godtgjort udgifterne til observatører;

4. Der skal i De Forenede Stater udnævnes befuldmægtigede, som kan sagsøges og svare i enhver retssag, der rejses i De Forenede Stater i forbindelse med fiskeri i henhold til denne aftale, og som angår ejeren eller brugeren af et fartøj; og

5. Statsborgere i De Forenede Stater skal have omgaende og passende erstatning for ethvert tab af eller skade på deres fiskefartøjer, fiskeredskaber eller fangst, der forårsages af et fiskefartøj fra Færøerne, som fastsat i henhold til gældende procedurer i De Forenede Stater.

ARTIKEL IX

1. Danmarks regering og Færøernes landsstyre træffer de nødvendige foranstaltninger for at sikre, at ethvert fartøj fra Færøerne, som har tilladelse til at fiske i henhold til denne aftale, samt ethvert andet fiskefartøj fra Færøerne, som driver fiskeri efter levende rigdomskilder, over hvilke De Forenede Stater har myndighed til at regulere fiskeriet, giver tilladelse til og bistår ved entring og inspektion, som foretages af en behørigt befuldmægtiget håndhævelsestjenestemand fra De Forenede Stater, samt samarbejder ved enhver tvangsfuldbyrdelsesaktion, som foretages i henhold til De Forenede Staters lov.

2. Når De Forenede Staters regeringsmyndigheder i henhold til denne aftale har foretaget en tvangsfuldbyrdelse over for fiskefartøjer fra Færøerne, skal der gennem de diplomatiske kanaler omgående gives Danmarks regering meddelelse om sagen og om eventuelle straffe, der pålægges i forbindelse hermed.

ARTIKEL X

1. De Forenede Staters regering og Færøernes landsstyre forpligter sig til at samarbejde efter evne ved gennemførelsen af den videnskabelige forskning vedrørende levende rigdomskilder af fælles interesse. De to parters kompetente myndigheder skal træffe de nødvendige foranstaltninger i forbindelse med dette samarbejde, herunder udveksling af oplysninger og videnskabsmænd, regelmæssige møder mellem videnskabsmænd, til planlægning af forskningsprogrammer og redegørelse for fremskridt.

2. Færøernes landsstyre skal samarbejde med De Forenede Staters regering om iværksættelsen af fremgangsmåder til indsamling, arkivering og rapportering af fiskerioplysninger i henhold til fremgangsmåderne i bilag II, der indgår som en integrerende del af denne aftale.

ARTIKEL XI

1. De Forenede Staters regering og Færøernes landsstyre afholder fra tid til anden bilaterale konsultationer om gennemførelsen af denne aftale og om udviklingen af det videre samarbejde vedrørende fiskerier af fælles interesse, herunder oprettelsen af passende multilaterale organisationer til indsamling og analyse af videnskabelige oplysninger om disse fiskerier og koordineringen af nationale reguleringsprogrammer med hensyn til bestande af arter, der vandrer gennem farvandene ud for De Forenede Staters og Færøernes kyster.

2. I tilfælde af tvist om fortolkningen eller anvendelsen af denne aftale konsulterer parterne hinanden herom.

ARTIKEL XII

Såfremt De Forenede Staters regering over for Færøernes landsstyre tilkendegiver, at landets statsborgere og fartøjer ønsker at drive fiskeri i Færøernes fiskerizone eller det, der svarer hertil, er Færøernes landsstyre parat til at indrømme adgang på gensidighedsbasis og på betingelser, der ikke er mere restriktive end betingelserne i denne aftale.

ARTIKEL XIII

Bestemmelserne i denne aftale berører eller påvirker på ingen måde parternes indstilling med hensyn til kyststatens eksisterende territoriale eller anden jurisdiktion i anden forbindelse end beskyttelsen og reguleringen af fiskeriet.

ARTIKEL XIV

1. Denne aftale træder i kraft på en dato, som parterne bliver enige om ved udveksling af noter efter afslutningen af begge parters nationale procedurer, og er gyldig indtil 1. juli 1984, medmindre den forlænges gennem udveksling af noter mellem parterne. Uanset det foranstående kan hver af parterne når som helst opsige denne aftale efter et varsel på et halvt år.

2. De to parter tager denne aftale op til fornyet behandling to år efter dens ikrafttræden eller efter indgåelsen af en multilateral traktat som resultat af De Forenede Nationers tredje havretskonference.

SÁTTMÁLI ÍMILLUM STJÓRNINA FYRI

SAMBANDSRÍKJUM NORÐUR-AMERIKA

ØÐRUMEGIN

OG DONSKU STJÓRNINA OG FØROYA LANDSSTÝRI

HINUMEGIN

UM FISKISKAP ÚT FYRI STRONDUM SAMBANDSRÍKJANNA

Stjórnin fyri Sambandsríkjum Norður-Amerika øðrumegin og danska stjórnin og Føroya landsstýri hinumegin;

Sum hugsa um teirra felags áhuga fyri at tryggja skynsama umsiting, varðveiting og bestu nýtslu av fiskastovnunum út fyri strondunum hjá Sambandsríkjunum;

Sum viðurkenna myndugleika Sambandsríkjanna til at umsita fiskiskapin soleiðis sum ásett í Fishery Conservation and Management Act frá 1976;

Sum hava samráðingarnar viðvíkjandi fiskiskapi á Triðju Havrættarráðstevnuni hjá Sameindu Tjóðunum í huga;

Sum ynskja at áseta hóskandi treytir og reglur viðvíkjandi fiskiskapi av felags áhuga, ið eru undir fiskiumsitingarvaldi Sambandsríkjanna, og sum hava Føroya støðu sum sjálvstýrandi samfelag innan fyri Danska Kongaríkið í huga;

Eru komin ásamt um hetta:

GREIN I

Endamálið við hesum sáttmála er at tryggja munagóða varðveiting, bestu nýtslu og skynsama umsiting av fiskiskapi, sum hevur felags áhuga út fyri strondunum hjá Sambandsríkjunum, og at skapa eina felags fatan av teimum grundreglum, sum galda fyri, á hvønn hátt borgarar og skip úr Føroyum mega fiska eftir tí livandi ríkidømi, sum er undir fiskiumsitingarvaldi Sambandsríkjanna sambært lógir Sambandsríkjanna.

GREIN II

Í hesum sáttmála merkir vendingin:

1. "livandi ríkidømi, sum er undir fiskiumsitingarvaldi Sambandsríkjanna", allur fiskur innan fyri fiskivarðveitingarøkið hjá Sambandsríkjunum uttan sera víðgongd fiskasløg, sum lýst í petti 7 í hesi grein, øll anadrom fiskasløg, ið gýta í feskvatni ella ósum í Sambandsríkjunum og ferðast út til havs, og alt livandi ríkidømi á landgrunninum, sum hoyrir undir Sambandsríkini;

2. "fiskur" allur fjaðrafiskur, lindjór, krabbadjór og onnur sløg av djóra- og plantulívi í havinum, uttan havsúgdjór, fuglar og sera víðgongd sløg;

3. "fiskiskapur"

a. ein ella fleiri fiskastovnar, sum kunnu viðgerast sum ein eind, tá talan er um varðveiting og umsiting, og sum verða lýst út frá eyðkennum viðvíkjandi landafrøði, vísind, teknikki, frítíðarítrivi og búskapi;

b. øll veiða eftir slíkum stovnum;

4. "fiskivarðveitingarøki" eitt øki, ið liggur upp at sjóøki Sambandsríkjanna, og hvørs mark úteftir er ein linja drigin á ein slíkan hátt, at eitthvørt punkt á henni liggur 200 fjórðingar frá grundlinjunum, haðani breiddin á sjóøki Sambandsríkjanna verður máld;

5. "fiskiveiða"

a. øll veiða av fiski;

b. øll roynd at veiða fisk;

c. alt annað virksemi, sum rímiliga kann væntast at føra veiðu av fiski við sær;

d. alt arbeiði á havinum, sum beinleiðis styðjar ella fyrireikar nakað virksemi, sum er lýst í petti a. til c. omanfyri, treytað av, at ein slík vending ikki umfatar aðra lógliga nýtslu av tí opna havinum, íroknað nakað vísindaligt kanningarvirksemi útint av einum vísindaligum kanningarskipi;

6. "fiskiskip" eitthvørt far, skip ella annað slag av báti, sum nýtist til, er útgjørt at nýtast til, ella er av einum slag, ið vanliga nýtist til

a. fiskiveiðu; ella

b. at hjálpa ella stuðla einum ella fleiri skipum til havs, tá ið tey útinna virksemi viðvíkjandi fiskiveiðu, íroknað fyrireiking, útgerð, goymslu, kuldagoymslu, flutning og tilvirking;

7. "sera víðgongd fiskasløg" sløg av tunfiski, sum í lívsskeiði teirra gýta og ferðast langar leiðir í havinum;

8. "havsúgdjór" eitthvørt súgdjór, ið morfologiskt er lagað eftir umhvørvinum í havinum, sum til dømis havotrar og sløg av hópunum Sirenia, Pinnipedia og Cetacea, ella sum fyri tað mesta liva í havsumhvørvinum, so sum ísbjarnir;

9. "løggildur ansingarstarvsmaður" persónar, ið hava heimild frá stjórnini í Sambandsríkjunum til at uppihalda ásetingunum í hesum sáttmála, sum fyri tað mesta verða umboðsmenn frá the United States National Marine Fisheries Service og yvirmenn frá the United States Coast Guard.

GREIN III

1. Stjórnin fyri Sambandsríkjunum er til reiðar at loyva føroyskum skipum atgongd til at fiska, samsvarandi treytunum og forskriftunum, sum skulu ásetast í loyvum givin undir grein VI, tillutingar av tí partinum av tí loyvdu veiðuni av einum ásettum fiskiskapi, sum ikki verður veiddur av fiskiførum úr Sambandsríkjunum.

2. Stjórnin fyri Sambandsríkjunum skal hvørt ár, við fyrivarni um slíkar broytingar, sum kunnu gerast neyðugar vegna óvæntaðar umstøður, sum kunnu ávirka stovnarnar, áseta

a. mest loyvdu heildarveiðuna fyri hvønn fiskiskap útfrá frægast tøkum vísindaligum úrslitum, og við hugsan um, hvussu stovnarnir eru bundnir sínámillum, altjóða viðurkend eyðkenni og øll onnur viðurskifti av týdningi;

b. hvat fiskifør úr Sambandsríkjunum eru før fyri at veiða í hvørjum einstøkum fiskiskapi;

c. tann partin av tí mest loyvdu heildarveiðuni av einum ávísum fiskiskapi, sum fiskifør úr Sambandsríkjunum árliga ikki fara at fiska; og

d. tillutingin av einum slíkum parti, sum góðkend føroysk skip kunnu fáa.

3. Til tess at seta í verk petti 2.d. í hesi grein skulu Sambandsríkini hvørt ár áseta neyðug tiltøk til at forða fyri ovurfisking, samstundis sum úrtøkan av tí einstaka fiskiskapinum framhaldandi skal vera tann best møguliga. Slík tiltøk kunnu millum annað vera:

a. ávís øki og tíðarskeið, har fiskiveiða skal vera loyvd, avmarkað ella bert útint av ávísum sløgum av fiskiførum ella við ávísum sløgum og nøgdum av fiskireiðskapi;

b. avmarking í veiðunøgdini grundað á øki, fiskaslag, stødd, tal, vekt, kyn, hjáveiðu, samlaðan biomassa ella onnur viðurskifti;

c. avmarking í tali og sløgum av fiskiførum, sum mega veiða, og/ella í talinum av døgum, har hvørt skip ella allur flotin mega veiða á einum ávísum øki innan fyri fiskivarðveitingarøkið ella í einum ávísum fiskiskapi;

d. krøv viðvíkjandi slagi av reiðskapi, sum loyvt er at nýta ella ei;

e. krøv ætlað til at lætta um uppihaldan av slíkum treytum og avmarkingum, íroknað viðlíkahald av hóskandi útgerð til at gera av, hvat og hvar skipið er.

4. Stjórnin fyri Sambandsríkjunum skal í góðari tíð geva Føroya landsstýri boð um tær ásetanir, sum eru nevndar í hesi grein.

GREIN IV

Tá ið stjórnin fyri Sambandsríkjunum skal áseta tann partin av avlopinum, sum føroysk fiskifør kunnu fáa, skal hon hava best møguliga nýtslu fyri eyga, og millum annað hugsa um fiskiskap, sum møguliga áður er farin fram, luttøku í fiskirannsóknum og leiting eftir stovnum, samvinnu, sum áður hevur verið um eftiransing, varðveiting og umsiting av fiskiríkidømi av felags áhuga, og tørvin á at minka mest møguligt um búskaparligar trupulleikar í teimum førum har føroysk skip eru von at fiska eftir livandi ríkidømi, sum nú er undir fiskiumsitingarvaldi Sambandsríkjanna.

GREIN V

Danska stjórnin og Føroya landsstýri skulu seta neyðug tiltøk í verk til tess at tryggja:

1. at borgarar og skip úr Føroyum lata vera við at veiða livandi ríkidømi, sum er undir fiskiumsitingarvaldi Sambandsríkjanna, uttan tá ið tað er loyvt eftir hesum sáttmála;

2. at øll skip, sum hava slíkt loyvi, rætta seg eftir forskriftum í loyvum, sum eru givin samsvarandi hesum sáttmála og galdandi lóg í Sambandsríkjunum; og

3. at ikki verður farið út um ta samlaðu tillutingina, sum nevnd er í grein III, petti 2.d., í hesum sáttmála, viðvíkjandi nøkrum fiskiskapi.

GREIN VI

Føroya landsstýri kann senda inn umsókn til stjórnina í Sambandsríkjunum um loyvi til hvørt einstakt føroyskt fiskiskip, sum ynskir at fiska í fiskivarðveitingarøkinum eftir hesum sáttmála. Ein slík umsókn skal setast upp og viðgerast samsvarandi skjali I, sum er partur av hesum sáttmála. Stjórnin i Sambandsríkjunum kann krevja hóskandi gjald fyri slík loyvi.

GREIN VII

Danska stjórnin og Føroya landsstýri skulu síggja til, at føroyskir borgarar og skip ikki órógva, jagstra, fanga ella drepa nakað havsúgdjór, ella royna at gera hetta, innan fyri fiskivarðveitingarøkið hjá Sambandsríkjunum, uttan tá ið annað er ásett við altjóða sáttmála viðvíkjandi havsúgdjórum, sum Sambandsríkini taka lut í, ella samsvarandi serstaka heimild til og eftirlit við hjáveiðu av havsúgdjórum, sum stjórnin í Sambandsríkjunum hevur ásett.

GREIN VIII

Danska stjórnin og Føroya landsstýri skulu síggja til, at fylgjandi reglur verða hildnar undir fiskiveiðu eftir hesum sáttmála:

1. loyvið, sum gevur hvørjum einstøkum føroyskum skipi heimild at veiða, skal vera til skjals á sjónskum stað í stýrihúsinum á slíkum skipi;

2. hóskandi útgerð til at gera av, hvar og hvat skipið er, sum ásett í amerikanskari lóg, skal vera ísett og hildin í nýtiligum standi umborð á hvørjum einstøkum skipi;

3. útnevndir eygleiðarar úr Sambandsríkjunum skulu tá ið biðið verður um tað, hava loyvi at fara umborð á eitthvørt slíkt fiskiskip, og skulu, meðan teir eru umborð, verða mettir javnt við skipsyvirmenn, og harumframt skal stjórnin fyri Sambandsríkjunum hava endurgjald fyri útreiðslurnar til nýtslu av eygleiðarum;

4. umboðsmenn skulu útnevnast í Sambandsríkjunum, sum hava heimild til at saksøkjast og svara í einumhvørjum sakarmáli, sum verður tikið upp í Sambandsríkjunum viðvíkjandi tí, sum eigur ella stendur fyri einum skipi, orsakað av útinning av fiskiveiðu eftir hesum sáttmála; og

5. øll neyðug tiltøk skulu setast í verk til at tryggja, at amerikanskir ríkisborgarar beinanvegin fáa eitt hóskandi endurgjald fyri eitthvørt tap ella einhvønn skaða á teirra fiskifør, fiskireiðskap ella fong, sum er orsakað av nøkrum føroyskum fiskifari, so sum ásett er eftir galdandi mannagongd í USA.

GREIN IX

1. Danska stjórnin og Føroya landsstýri skulu seta neyðug tiltøk í verk til at tryggja, at eitthvørt skip úr Føroyum, sum hevur loyvi at fiska eftir hesum sáttmála, og eitthvørt annað føroyskt skip, sum fer í holt við at veiða livandi ríkidømi, undir fiskiumsitingarvaldi hjá Sambandsríkjunum, skulu loyva og hjálpa einum og hvørjum løgliga góðkendum eftiransingarmanni úr Sambandsríkjunum at koma umborð á og kanna eitt slíkt skip, og samarbeiða um tey tvingsilstiltøk, sum verða sett í verk sambært lógina í Sambandsríkjunum.

2. Um so er, at stjórnarmyndugleikarnir í Sambandsríkjunum hava framt tvingsilstiltøk samsvarandi hesum sáttmála mótvegis føroyskum fiskiskipum, skal danska stjórnin alt fyri eitt ígjøgnum sendistovu hava boð um hesi tiltøk og um møguliga revsing, ið áløgd fer at verða í hesum sambandi.

GREIN X

1. Stjórnin í Sambandsríkjunum og Føroya landsstýri átaka sær eftir førimuni at samarbeiða um vísindaligar rannsóknir viðvíkjandi livandi ríkidømi av felags áhuga. Avvarðandi myndugleikar teirra skulu seta tey tiltøk í verk, ið neyðug eru til at lætta um slíka samvinnu, íroknað skifti av upplýsingum og vísindamonnum, og regluligar fundir millum vísindamenn til at fyrireika kanningarætlanir og geva frágreiðing um framstig.

2. Føroya landsstýri skal samarbeiða við stjórnina í Sambandsríkjunum um, hvussu innsavning, bóking og frágreiðing viðvíkjandi fiskiupplýsingum verður at seta í verk samsvarandi mannagongdini í skjali II, sum er partur av hesum sáttmála.

GREIN XI

1. Stjórnin fyri Sambandsríkjunum og Føroya landsstýri skulu hava tíðarvísar samráðingar sínámillum um, hvussu hesin sáttmáli skal setast í verk, og um, hvussu víðari samvinna innan fiskiskap av felags áhuga skal fara fram, íroknað stovnan av hóskandi margpartafelagsskapum til innsavningar og kanningar av vísindaligum upplýsingum viðvíkjandi slíkum fiskiskapum, og samskipan av umsitingarætlanum landanna viðvíkjandi stovnum av fiskasløgum, sum ferðast gjøgnum havið á økjunum út fyri strondum Sambandsríkjanna og Føroya.

2. Verður træta um útlegging ella nýtslu av hesum sáttmála, skulu partarnir samráðast um hetta.

GREIN XII

Um stjórnin í Sambandsríkjunum boðar Føroya landsstýri frá, at amerikanskir borgarar ella skip ynskja at fiska í fiskivarðveitingarøki Føroya, ella tí sum svarar til tað, skal Føroya landsstýri sum mótsømd loyva slíkum fiskiskapi, eftir treytum, sum ikki eru strangari enn tær, sum eru ásettar samsvarandi hesum sáttmála.

GREIN XIII

Einki í hesum sáttmála skal ávirka ella nerva tey sjónarmið,ið partarnir hava um núgaldandi territoralan ella annan yvirvaldsrætt hjá strandalandinum í øðrum sambandi enn varðveiting og umsiting av fiskiskapi.

GREIN XIV

1. Hesin sáttmáli kemur í gildi dagsstevndan dag, sum partarnir koma ásamt um við boðskrivaskifti, aftaná at innanhýsis málsviðgerðin hjá báðum pørtum er liðug, og skal verða verandi í gildi inntil 1. juli 1984, uttan so at hann verður longdur við boðskrivaskifti partanna millum. Hóast tað, sum stendur omanfyri, kann hvør av pørtunum uppsiga hendan sáttmála eftir fráboðan um slíka uppsøgn eitt hálvt ár frammanundan.

2. Hesin sáttmáli skal kannast av pørtunum báðum tvey ár aftaná, at hann kemur í gildi, ella aftaná, at ein margpartasáttmáli sum úrslit av Triðju Havrættarráðstevnuni hjá Sameindu Tjóðunum kemur í lag.

IN WITNESS WHEREOF, the undersigned, being duly authorized for this purpose, have signed this Agreement.

TIL BEKRÆFTELSE HERAF har undertegnede, der er behørigt befuldmægtiget hertil, undertegnet denne aftale.

TIL ÁSANNAN AV HESUM hava undirritaðu, sum hava neyðuga fulltrú til tess, undirritað hendan sáttmála.

DONE at Washington, on September 5th, 1979, in triplicate, in the English, Danish and Faroese languages, all texts being equally authentic.

UDFÆRDIGET i Washington, den 5. september 1979, i tre eksemplarer på engelsk, dansk og færøsk, idet disse tekster har samme gyldighed.

GJØRDUR í Washington, tann 5. september 1979, í trimum eintøkum á enskum, donskum og føroyskum. Hvør av hesum tekstum skal hava sama gildi.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

FOR REGERINGEN FOR AMERIKAS FORENEDE STATER:

FYRI STJÓRNINA FYRI SAMBANDSRÍKJUM NORÐUR-AMERIKA:

Thomas R. Pickering [1]

FOR THE GOVERNMENT OF DENMARK:

FOR DANMARKS REGERING:

FYRI DONSKU STJÓRNINA:

Otto Borch [2]

FOR THE HOME GOVERNMENT OF THE FAROE ISLANDS:

FOR FÆRØERNES LANDSSTYRE:

FYRI FØROYA LANDSSTÝRI:

Atli P. Dam [3]

[1] Thomas R. Pickering.
[2] Otto Borch.
[3] Atli P. Dam.

ANNEX I

Application and Permit Procedures

The following procedures shall govern the application for and issuance of annual permits authorizing vessels of the Faroe Islands to engage in fishing for living resources over which the United States exercises fishery management authority:

1. The Home Government of the Faroe Islands may submit an application to the Government of the United States for each vessel of the Faroe Islands that wishes to engage in fishing pursuant to this Agreement. Such application shall be made on forms provided by the Government of the United States for that purpose.

2. Any such application shall specify:

a. the name and official number or other identification of each fishing vessel for which a permit is sought, together with the name and address of the owner and operator thereof;

b. the tonnage, capacity, speed, processing equipment, type and quantity of fishing gear, and such other information relating to the fishing characteristics of the vessel as may be requested;

c. a specification of each fishery in which each vessel wishes to fish;

d. the amount of fish or tonnage of catch by species contemplated for each vessel during the time such permit is in force;

e. the ocean area in which, and the season or period during which, such fishing would be conducted; and

f. such other relevant information as may be requested.

3. The Government of the United States shall review each application, shall determine what conditions and restrictions related to fishery management and conservation may be needed, and what fee will be required. The Government of the United States shall inform the Home Government of the Faroe Islands of such determination.

4. The Home Government of the Faroe Islands shall thereupon notify the Government of the United States of its acceptance or rejection of such conditions and restrictions and, in the case of a rejection, of its objections thereto.

5. In the event the Home Government of the Faroe Islands notifies the Government of the United States of its objections to specific conditions and restrictions, the two Governments may consult with respect thereto and the Home Government of the Faroe Islands may thereupon submit a revised application.

6. Upon acceptance of the conditions and restrictions by the Home Government of the Faroe Islands and the payment of any fees, the Government of the United States shall approve the application and issue a permit for each vessel of the Faroe Islands which fishing vessel shall thereupon be authorized to fish in accordance with this Agreement and the terms and conditions set forth in the

permit. Such permits shall be issued for a specific vessel and shall not be transferred.

7. The procedures in this Annex may be amended by agreement through an exchange of notes between the two Parties.

BILAG I

Ansøgnings- og tilladelsesprocedure

Følgende procedurer skal gælde for ansøgning om og udstedelse af årlige tilladelser, der bemyndiger fartøjer fra Færøerne til at drive fiskeri efter levende rigdomskilder, over hvilke De Forenede Stater har myndighed til at regulere fiskeriet:

1. Færøernes landsstyre kan til De Forenede Staters regering indgive ansøgning for hvert fiskefartøj fra Færøerne, der ønsker at drive fiskeri i henhold til denne aftale. Sådanne ansøgninger skal ske på formularer, som leveres af De Forenede Staters regering til dette formål.

2. I enhver ansøgning skal anføres

a. Navn på og kendingsmærke for eller anden identifikation af ethvert fiskefartøj, for hvilket der ansøges om tilladelse, samt navn og adresse på skibets ejer og bruger;

b. Tonnage, kapacitet, fart, forarbejdningsudstyr, type og mængde af fiskeredskaber og alle andre oplysninger, der måtte ønskes vedrørende fartøjets fiskeriegenskaber;

c. En nøje angivelse af hvert fiskeri, som hvert fartøj ønsker at fiske i;

d. Den fiskemængde eller fangsttonnage efter art, som hvert fartøj forventes at fiske i den tid, hvor en sådan tilladelse er gyldig;

e. I hvilket havområde, og i hvilken sæson eller periode dette fiskeri vil blive gennemført;

f. Alle andre relevante oplysninger, der måtte blive ønsket.

3. De Forenede Staters regering behandler hver ansøgning og fastlægger de nødvendige betingelser og restriktioner for reguleringen og beskyttelsen af fiskeriet, og hvilket gebyr der vil blive forlangt. De Forenede Staters regering underretter Færøernes landsstyre om disse afgørelser.

4. Færøernes landsstyre underretter derpå De Forenede Staters regering om dets godkendelse eller afvisning af disse betingelser og restriktioner, og i tilfælde af afvisning, dets indsigelser herimod.

5. Såfremt Færøernes landsstyre giver De Forenede Staters regering meddelelse om dets indsigelser mod bestemte betingelser og restriktioner, kan de to regeringer konsultere hinanden herom, og Færøernes landsstyre kan derpå indgive fornyet ansøgning.

6. Efter Færøernes landsstyres godkendelse af betingelserne og restriktionerne og betaling af ethvert gebyr godkender De Forenede Staters regering ansøgningen og udsteder en tilladelse for hvert fartøj fra Færøerne, og dette fartøj er derpå bemyndiget til at fiske i overensstemmelse med denne aftale og på de i tilladelsen fastsatte betingelser og vilkår. En sådan tilladelse udstedes for et bestemt fartøj og kan ikke overdrages.

7. Procedurerne i dette bilag kan efter aftale ændres gennem udveksling af noter mellem de to parter.

SKJAL I

Mannagongd viðvíkjandi umsóknum og loyvum

Henda mannagongd skal galda fyri umsókn um og veiting av árligum loyvum, sum geva føroyskum skipum heimild til at luttaka í fiskiskapi eftir livandi ríkidømi undir fiskiumsitingarvaldi hjá Sambandsríkjunum.

1. Føroya landsstýri kann senda inn umsókn til stjórnina í Sambandsríkjunum fyri eitthvørt føroyskt skip, sum ynskir at luttaka í fiskiskapi samsvarandi hesum sáttmála. Ein slík umsókn skal skrivast á oyðibløð, sum stjórnin í Sambandsríkjunum veitir til hetta endamál.

2. Í einihvørjari slíkari umsókn skal viðmerkjast:

a. navnið og skrásetingarnummarið ella annað eyðkenni á hvørjum einstakum fiskiskipi, sum loyvi verður søkt til saman við návni og bústaði hjá tí, sum eigur skipið, og tí, sum stendur fyri tí.

b. tonsatal, rúmd, ferð, tilvirkingarútgerð, slag og nøgd av fiskireiðskapi, og aðrar upplýsingar viðvíkjandi fiskieyðkennunum hjá skipinum, sum krevjast;

c. ein tilskilan av fiskiskapi, sum hvørt skip ynskir at fiska í;

d. nøgdin av fiski ella tonsatalið av veiðuni eftir fiskaslagi, sum hvørt skip ætlar at fiska í tí tíðarskeiðnum, har loyvið er í gildi;

e. havøkið har, og árstíð og tíðarskeið tá slík fiskiveiða verður útint; og

f. aðrar upplýsingar av týdningi, sum kunnu verða kravdar.

3. Stjórnin í Sambandsríkjunum skal kanna hvørja umsókn, avgera hvørjar treytir og avmarkingar viðvíkjandi fiskiumsiting og varðveiting eru neyðugar, og hvat gjald ið skal krevjast. Stjórnin í Sambandsríkjunum skal geva Føroya landsstýri boð um slíkar avgerðir.

4. Føroya landsstýri skal síðani geva stjórnini í Sambandsríkjunum boð um, hvørt tað gevur seg undir slíkar treytir og avmarkingar ella ikki, og um ikki, so hvørjar atfinningar tað hevur.

5. Um Føroya landsstýri gevur stjórnini í Sambandsríkjunum boð um atfinningar móti serstøkum treytum og avmarkingum, kunnu stjórnirnar samráðast um hetta, og Føroya landsstýri kann síðani senda inn eina broytta umsókn.

6. Tá ið Føroya landsstýri hevur givið seg undir treytirnar og avmarkingarnar, og møgulig gjøld eru goldin, skal stjórnin í Sambandsríkjunum góðkenna umsóknina og veita eitt loyvi til hvørt einstakt føroyskt skip, sum so skal hava loyvi at fiska samsvarandi hesum sáttmála og teimum treytum og forskriftum, sum eru nevndar í loyvinum. Slík loyvi skulu veitast til eitt ávíst skip og kunnu ikki verða latin øðrum.

7. Mannagongdin sambært hesum skjali kann broytast, um partarnir koma ásamt um tað gjøgnum boðskrivaskifti.

ANNEX II

Data Requirements for Vessels of the Faroe Islands

The reporting procedures are designed to contribute to continuing needs for assessment of the status of stocks and their conservation and management. However, specific needs may develop from time to time which require a change in procedures, or additional data for special studies. Also, the pattern of fisheries will change. These aspects require that the procedures must be flexible enough to accommodate necessary changes. Therefore, the United States shall develop procedures for reporting and recording statistical information, including catch and effort information, and shall make available to authorities of the Home Government of the Faroe Islands the procedures and the forms for reporting such statistical information. The procedures will be announced and forms for reporting will be made available in sufficient time to allow compliance.

All data referred to in this Annex shall be reported to the designated representative of the National Marine Fisheries Service.

1. Procedures for Scientific Samples from Atlantic Fisheries:

a. Length-age composition samples

(i) Samples will be taken separately for each gear type (e.g., bottom trawl, pelagic trawl, purse seine) and water layer (e.g., on the

bottom, midwater level) combination every month for which fishing is pursued by 30-minute square areas throughout the agreement region. One sample will be taken for every 1,000 tons or fraction therof within the above categories.

(ii) Data to be recorded for each sample:

Vessel classification
Method of fishing; e.g., pelagic
Specific type of trawl, including reference to its construction or actual scale drawing
Mesh sizes
Tonnage of the species sampled in the trawl haul
Total weight of the fish sampled
Time of day of haul
Date
Latitude and longitude of haul

(iii) Sample procedures:

(a) Species for which the catch is sorted

i. From a single net haul take 4 random aliquots of approximately 50 fish each. (For species with less than 200 fish in a single trawl haul accumulate samples over trawl hauls until approximately 200 fish are taken.)

ii. Measure fork length for each fish to nearest cm, except for herring where the measurement will be the total length to the nearest cm below. Where other measurement systems are used, appropriate conversion information must be supplied.

iii. Take a subsample of one fish from each cm interval and remove scales and otoliths as appropriate. Record the sex of mature individuals.

(b) Species for which catch is not sorted

i. From a single trawl take two random aliquots of approximately 30 kilos each.

ii. Sort to individual species (for "river herring" this means sorting to alewife Alosa pseudoharengus and blueback A. aestivalis).

iii. Measure fork length for each fish to nearest cm except for herring where

the measurement will be the total length to the nearest cm below. Where other measurement systems are used, appropriate conversion information must be supplied.

iv. Take a subsample of one fish from each cm interval and remove scales and otoliths as appropriate. Record the sex of mature individuals.

b. Length-weight samples

Individuals of one sample of each principal species of fish (e.g., yearly catch in the area of agreement of 500 or more tons), per International Commission for the Northwest Atlantic Fisheries (ICNAF) Division per month, will be weighed in grams and measured in millimeters. Each sample will contain 10 fish per centimeter interval for the length range of fish and may be accumulated if necessary from small samples taken over several catches and days. With small fish, where weighing at sea of individuals is not accurate, appropriate numbers of fish of the same length class shall be weighed in aggregate. Sex shall be recorded for mature individuals.

c. The collection of samples, specified above, shall be annotated in fishing logbooks.

2. Applicable procedures for scientific samples from fisheries in areas other than the Atlantic will be provided as necessary by the United States.

3. The procedures in this Annex may be amended by agreement through an exchange of notes between the two Parties.

BILAG II

Krav om oplysninger for så vidt angår fartøjer fra Færøerne

Procedurerne for aflæggelse af rapport skal betragtes som et bidrag til det stadige behov, der er for at fastslå bestandenes størrelse og deres bevarelse og regulering. Der kan imidlertid fra tid til anden opstå specifikke behov, som kræver en ændring af procedurerne eller yderligere oplysninger til brug for særlige undersøgelser. Desuden vil fiskerimønstret ændre sig. Disse aspekter gør det derfor nødvendigt, at procedurerne skal være tilstrækkeligt fleksible til at kunne tilpasses de nødvendige ændringer. Derfor skal De Forenede Stater udarbejde procedurer for rapportering og arkivering af statistiske oplysninger, herunder oplysninger om fangst og fiskeriindsats, og stille procedurerne og formularer til rapportering af sådanne statistiske oplysninger til rådighed for Færøernes landsstyre. Procedurerne vil blive meddelt og formularer til rapportering vil foreligge i tilstrækkelig god tid til, at man kan nå at rette sig efter dem.

Der skal aflægges rapport om samtlige nedenfor beskrevne oplysninger til en udpeget repræsentant for the National Marine Fisheries Service.

1. Procedurer for videnskabelige prøver i forbindelse med fiskeri i Atlanterhavet:

a. Prøver, der udtrykker forholdet mellem længde og alder

(i) Der udtages separate prøver for hver type fangstredskaber (f.eks. bundtrawl, flydetrawl, not) og af sammensætningen af hvert vandlag (f.eks. ved bunden, i det mellemste vandlag) for hver måned, hvor der fiskes i kvadratiske områder på 30 x 30 minutter, i hele det område, der dækkes af aftalen. Der udtages en prøve for hver 1.000 tons eller en del deraf inden for de ovennævnte kategorier.

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(ii) Oplysninger, der skal registreres ved hver prøve:

Fartøjets klassificering
Fiskemetode, f.eks. flydetrawling
Trawlets specifikke type, herunder reference til dets konstruktion eller den faktiske skalategning
Maskestørrelser
Mængden af arterne i trawltrækket
Samlet vægt af fiskene
Tidspunkt i døgnet for trækket
Dato
Bredde- og længdegrad for det sted, hvor trækket fandt sted

(iii) Procedurer for prøveudtagning

(a) Arter, for hvilke der foretages fangstsortering

i. Fra et enkelt nettræk udtages fire tilfældige aliquoter, hver på ca. 50 fisk. (Med hensyn til arter, af hvilke der er under 200 fisk i et enkelt trawltræk, samles prøver fra flere trawltræk, indtil der er udtaget ca. 200 fisk).

ii. Længden af hver fisk fra snuden til haledelingspunktet måles, idet der afrundes til nærmeste cm undtagen for silds vedkommende, hvor man måler den samlede længde rundet ned til nærmeste hele cm. Såfremt der anvendes andre målesystemer, skal der gives tilstrækkelige oplysninger med hensyn til omregning.

iii. Der udtages en underprøve af en fisk fra hvert interval af én centimeter, og skæl og øresten fjernes efter behov. Ved kønsmodne individer registreres kønnet.

(b) Arter, for hvilke der ikke foretages fangstsortering

i. Fra et enkelt trawltræk udtages to tilfældige aliquoter, hver på ca. 30 kg.

ii. Der foretages sortering efter de enkelte arter (i forbindelse med "river herring" betyder dette sortering i "alewife" (Alosa pseudoharengus) og "blueback" (A. aestivalis).

iii. Længden af hver fisk fra snuden til haledelingspunktet måles, idet der afrundes til nærmeste hele cm undtagen for silds vedkommende, hvor man måler den samlede længde rundet ned til nærmeste hele cm Såfremt der anvendes andre målesystemer, skal der gives tilstrækkelige oplysninger med hensyn til omregning.

iv. Der udtages en underprøve af en fisk fra hvert interval af én centimeter, og skæl og øresten fjernes efter behov. Ved kønsmodne individer registreres kønnet.

b. Længde-/vægtprøver

Individer fra en prøve af hver af de vigtigste fiskearter, (f.eks. årlig fangst på 500 tons eller derover i det område, der er dækket af overenskomsten) pr. division af Den internationale kommission for fiskeriet i det nordvestlige Atlanterhav (ICNAF) pr. måned, vejes i gram og måles i millimeter. Hver prøve skal bestå af 10 fisk pr. interval af én centimeter inden for den anvendte længdeskala, og den kan om nødvendigt samles af mindre prøver, der er udtaget fra flere fangster fordelt over flere dage. For små fisks vedkommende, hvor vejningen af enkelte fisk foretaget til havs ikke er nøjagtig, vejes et passende antal fisk af ensartet længde sammen. Ved kønsmodne individer registreres kønnet.

c. Den ovenfor nævnte indsamling af prøver skal indføres i fiskerilogbøger.

2. Anvendelige procedurer for videnskabelige prøver af fiskeriet i andre områder end Atlanten vil efter behov blive stillet til rådighed af De Forenede Stater.

3. Procedurerne i dette bilag kan efter aftale ændres gennem udveksling af noter mellem de to parter.

SKJAL II

Krøv um upplýsingar frá føroyskum skipum

Mannagongdin viðvíkjandi frágreiðingum er ætlað at hjálpa til at nøkta tann støðuga tørvin á metingum um stovnarnar og hvussu teir kunnu varðveitast og umsitast. Kortini kann stundum verða tørvur á at broyta mannagongdina ella at fáa neyvari upplýsingar til serligar kanningar. Eisini broytist veiðumynstrið. Tí krevst, at mannagongdin er nóg liðilig til at kunna lagast eftir neyðugum broytingum. Tí skulu Sambandsríkini tilrættisleggja mannagongdina fyri fráboðan og skráseting av hagtalsupplýsingum, harímillum upplýsingum um fong og roynd og skulu geva myndugleikum Føroya landsstýris frágreiðing um mannagongdina og oyðibløð til fráboðan um slíkar hagtalsupplýsingar. Greitt verður frá mannagongdini og oyðibløð til fráboðan útflýggjað í so góðari tíð, at tilber at uppfylla krøvini.

Allar upplýsingar, ið umrøddar eru í hesum skjali, skulu latast tí tilnevnda umboðnum fyri National Marine Fisheries Service.

1. Mannagongd viðvíkjandi vísindaligum sýnislutum frá fiskiveiðu í Atlantshavinum:

a. Sýnislutir viðvíkjandi longd og aldri.

(i) Sýnislutir skulu takast fyri hvørja samanseting sær av reiðskapi (t.d. botntroli, flótitroli, ringnót) og jaðri í sjónum (t.d. við botn, í miðum sjógvi), hvønn mánað, fiskað verður, fyri hvønn punt 30 minutt hvønn vegin, á øllum tí sjóøki, ið sáttmálin umfatar. Ein sýnislutur skal takast fyri hvørji 1.000 tons ella brotpart av hesum innan omanfyri nevndu uppbýtingar.

(ii) Upplýsingar, ið skulu skrásetast fyri hvønn sýnislut.

Skipaslag

Fiskiháttur (t.d. flótitrol)

Slag av troli, harímillum uppbygging og skalatekning við røttum mátum

Møskavídd

Nøgdin í tonsum av fiskasløgum í tí trolhálinum, ið sýnisluturin er tikin úr

Vektin tilsamans av fiskinum í sýnislutinum

Tíð av degnum, tá ið hálið varð gjørt

Dagur

Breidd og longd, har hálað varð

(iii) Mannagongd viðvíkjandi úttøku av sýnislutum.

(a) Fiskasløg, har fongurin verður skildur.

i. Úr einum serstøkum háli verða 4 tilvildarligar alikvotur uppá umleið 50 fiskar hvør tiknar. (Er talan um fiskasløg, har færri enn 200 fiskar eru í einum háli, verða sýnislutir savnaðir saman úr fleiri hálum, inntil umleið 200 fiskar eru tiknir).

ii. Á hvørjum fiski verður buglongdin (t.e. longdin úr trantinum aftur í bugin á stertinum) máld avrundað til næsta heila cm, uttan fyri sild, har heildarlongdin verður máld, rundað niður til næsta cm. Verða aðrir mátingarhættir nýttir, skulu tørvandi upplýsingar til umrokningar verða lætnar.

iii. Tikin verður ein serstakur sýnislutur uppá ein fisk av hvørji cm-stødd; roðsla og nytrur verða tikin, um hetta ber til. Á kynsbúnum fiskum verður kynið tilskilað.

(b) Sløg, har veiðan ikki verður skild.

i. Úr einum einstøkum háli verða 2 alikvotur tiknar tilvildarliga, hvør uppá 30 kg.

ii. Býtt verður sundur í einstøk sløg (fyri "river herring" merkir hetta sundurbýti í "alewife" (Alosa pseudoharengus) og "blueback" (A. aestivalis)).

iii. Buglongdin verður máld, avrundað til næsta cm uttan fyri sild, har heildarlongdin verður máld rundað niður til næsta cm. Verða aðrir mátingarhættir nýttir, skulu tørvandi upplýsingar til umrokningar verða lætnar.

iv. Tikin verður serstakur sýnislutur uppá ein fisk av hvørji cm-stødd, roðsla og nytrur verða tikin, um hetta ber til. Á kynsbúnum fiskum verður kynið tilskilað.

b. Sýnislutir viðvíkjandi longd og vekt.

Einstakir fiskar úr hvørjum sýnisluti av hvørjum høvuðsfiskaslag (t.d. ársveiða á havøkinum, ið sáttmálin umfatar uppá 500 tons ella meira), fyri hvørt ICNAF-øki fyri hvønn mánað skulu vigast í grammum og mátast í millimetrum. Hvør sýnislutur skal umfata 10 fiskar av hvørji cm-stødd innan fyri longdarumráðið hjá viðkomandi fiski og kann um neyðugt verða savnaður saman frá smáum sýnislutum, ið tiknir eru í fleiri umførum ella ígjøgnum fleiri dagar. Fyri smáan fisk, har ið viging á víðum havi ikki er neyv, skulu hóskandi mongdir av fiski úr sama longdarflokki vigast saman. Fyri kynsbúnar fiskar skal kynið tilskilast.

c. Innsavningin av sýnislutum, sum tilskilað omanfyri, skal skrivast inn í fiskiloggbøkur.

2. Frágreiðing um mannagongdina viðvíkjandi vísindaligum sýnislutum í øðrum økjum enn Atlantshavinum verður latin frá Sambandsríkjunum um neyðugt.

3. Mannagongdin, ið greitt er frá í hesum skjali kann verða broytt við boðskrivaskifti partanna millum.

AGREED MINUTE

The Representative of the United States took note of the statement of the Representatives of the Government of Denmark and of the Home Government of the Faroe Islands that the people and economy of the Faroe Islands have an overwhelming dependence upon fishing.

GODKENDT REFERAT

De Forenede Staters repræsentant bemærkede sig Danmarks regerings og Færøernes landsstyres repræsentanters erklæring om, at Færøernes befolkning og økonomi i altovervejende grad er afhængige af fiskeri.

GØÐKEND FRÁSØGN

Umboðið fyri Sambandsríkini tók til eftirtektar, at umboðini fyri donsku stjórnina og Føroya landsstýri gjørdu vart við, at fólkið og búskapurin í Føroyum í altavgerandi mát hava fiskiskap sum álit.

MULTILATERAL

General Agreement on Tariffs and Trade

Agreement on implementation of article VI of the agreement of October 30, 1947, as rectified by the proces-verbal of December 17, 1979.
Done at Geneva April 12, 1979;
Entered into force January 1, 1980.

AGREEMENT ON IMPLEMENTATION OF ARTICLE VI
OF THE GENERAL AGREEMENT ON TARIFFS AND TRADE

ACCORD RELATIF A LA MISE EN OEUVRE DE L'ARTICLE VI
DE L'ACCORD GENERAL SUR LES TARIFS DOUANIERS ET LE COMMERCE

ACUERDO RELATIVO A LA APLICACIÓN DEL ARTÍCULO VI DEL
ACUERDO GENERAL SOBRE ARANCELES ADUANEROS Y COMERCIO

GENERAL AGREEMENT ON TARIFFS AND TRADE

ACCORD GENERAL SUR LES TARIFS DOUANIERS
ET LE COMMERCE

ACUERDO GENERAL SOBRE ARANCELES ADUANEROS
Y COMERCIO

12 April 1979
Geneva

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AGREEMENT ON IMPLEMENTATION OF ARTICLE VI
OF THE GENERAL AGREEMENT ON TARIFFS AND TRADE [*]

The Parties to this Agreement (hereinafter referred to as "Parties"),

Recognizing that anti-dumping practices should not constitute an unjustifiable impediment to international trade and that anti-dumping duties may be applied against dumping only if such dumping causes or threatens material injury to an established industry or materially retards the establishment of an industry;

Considering that it is desirable to provide for equitable and open procedures as the basis for a full examination of dumping cases;

Taking into account the particular trade, development and financial needs of developing countries;

Desiring to interpret the provisions of Article VI of the General Agreement on Tariffs and Trade (hereinafter referred to as "General Agreement" or "GATT") and to elaborate rules for their application in order to provide greater uniformity and certainty in their implementation; and

Desiring to provide for the speedy, effective and equitable settlement of disputes arising under this Agreement;

Hereby agree as follows:

PART I - ANTI-DUMPING CODE

Article 1

Principles

The imposition of an anti-dumping duty is a measure to be taken only under the circumstances provided for in Article VI of the General Agreement and pursuant to investigations initiated[1] and conducted in accordance with the provisions of this Code. The following provisions govern the application of Article VI of the General Agreement in so far as action is taken under anti-dumping legislation or regulations.

Article 2

Determination of Dumping

1. For the purpose of this Code a product is to be considered as being dumped, i.e. introduced into the commerce of another country at less than its normal value, if the export price of the product exported from one

[1] The term "initiated" as used hereinafter means the procedural action by which a Party formally commences an investigation as provided in paragraph 6 of Article 6.

*TIAS 1700; 61 Stat., pts. 5 and 6. [Footnote added by the Department of State.]

country to another, is less than the comparable price, in the ordinary course of trade, for the like product when destined for consumption in the exporting country.

2. Throughout this Code the term "like product" ("produit similaire") shall be interpreted to mean a product which is identical, i.e. alike in all respects to the product under consideration, or in the absence of such a product, another product which, although not alike in all respects, has characteristics closely resembling those of the product under consideration.

3. In the case where products are not imported directly from the country of origin but are exported to the country of importation from an intermediate country, the price at which the products are sold from the country of export to the country of importation shall normally be compared with the comparable price in the country of export. However, comparison may be made with the price in the country of origin, if, for example, the products are merely transshipped through the country of export, or such products are not produced in the country of export, or there is no comparable price for them in the country of export.

4. When there are no sales of the like product in the ordinary course of trade in the domestic market of the exporting country or when, because of the particular market situation, such sales do not permit a proper comparison, the margin of dumping shall be determined by comparison with a comparable price of the like product when exported to any third country which may be the highest such export price but should be a representative price, or with the cost of production in the country of origin plus a reasonable amount for administrative, selling and any other costs and for profits. As a general rule, the addition for profit shall not exceed the profit normally realized on sales of products of the same general category in the domestic market of the country of origin.

5. In cases where there is no export price or where it appears to the authorities[2] concerned that the export price is unreliable because of association or a compensatory arrangement between the exporter and the importer or a third party, the export price may be constructed on the basis of the price at which the imported products are first resold to an independent buyer, or if the products are not resold to an independent buyer, or not resold in the condition as imported, on such reasonable basis as the authorities may determine.

[2] When in this Code the term "authorities" is used, it shall be interpreted as meaning authorities at an appropriate, senior level.

6. In order to effect a fair comparison between the export price and the domestic price in the exporting country (or the country of origin) or, if applicable, the price established pursuant to the provisions of Article VI:1(b) of the General Agreement, the two prices shall be compared at the same level of trade, normally at the ex-factory level, and in respect of sales made at as nearly as possible the same time. Due allowance shall be made in each case, on its merits, for the differences in conditions and terms of sale, for the differences in taxation, and for the other differences affecting price comparability. In the cases referred to in paragraph 5 of Article 2 allowance for costs, including duties and taxes, incurred between importation and resale, and for profits accruing, should also be made.

7. This Article is without prejudice to the second Supplementary Provision to paragraph 1 of Article VI in Annex I of the General Agreement.

Article 3

Determination of Injury[3]

1. A determination of injury for purposes of Article VI of the General Agreement shall be based on positive evidence and involve an objective examination of both (a) the volume of the dumped imports and their effect on prices in the domestic market for like products, and (b) the consequent impact of these imports on domestic producers of such products.

2. With regard to volume of the dumped imports the investigating authorities shall consider whether there has been a significant increase in dumped imports, either in absolute terms or relative to production or consumption in the importing country. With regard to the effect of the dumped imports on prices, the investigating authorities shall consider whether there has been a significant price undercutting by the dumped imports as compared with the price of a like product of the importing country, or whether the effect of such imports is otherwise to depress prices to a significant degree or prevent price increases, which otherwise would have occurred, to a significant degree. No one or several of these factors can necessarily give decisive guidance.

3. The examination of the impact on the industry concerned shall include an evaluation of all relevant economic factors and indices having a bearing on the state of the industry such as actual and potential decline in output, sales, market share, profits, productivity, return on investments, or utilization of capacity; factors affecting domestic prices; actual and potential negative effects on cash flow, inventories, employment, wages, growth, ability to raise capital or investments. This list is not exhaustive, nor can one or several of these factors necessarily give decisive guidance.

[3] Under this Code the term "injury" shall, unless otherwise specified, be taken to mean material injury to a domestic industry, threat of material injury to a domestic industry or material retardation of the establishment of such an industry and shall be interpreted in accordance with the provisions of this Article.

4. It must be demonstrated that the dumped imports are, through the effects[4] of dumping, causing injury within the meaning of this Code. There may be other factors[5] which at the same time are injuring the industry, and the injuries caused by other factors must not be attributed to the dumped imports.

5. The effect of the dumped imports shall be assessed in relation to the domestic production of the like product when available data permit the separate identification of production in terms of such criteria as: the production process, the producers' realizations, profits. When the domestic production of the like product has no separate identity in these terms the effects of the dumped imports shall be assessed by the examination of the production of the narrowest group or range of products, which includes the like product, for which the necessary information can be provided.

6. A determination of threat of injury shall be based on facts and not merely on allegation, conjecture or remote possibility. The change in circumstances which would create a situation in which the dumping would cause injury must be clearly foreseen and imminent.[6]

7. With respect to cases where injury is threatened by dumped imports, the application of anti-dumping measures shall be studied and decided with special care.

Article 4

Definition of Industry

1. In determining injury the term "domestic industry" shall be interpreted as referring to the domestic producers as a whole of the like products or to those of them whose collective output of the products constitutes a major proportion of the total domestic production of those products, except that

(i) when producers are related[7] to the exporters or importers or are themselves importers of the allegedly dumped product, the industry may be interpreted as referring to the rest of the producers;

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[4] As set forth in paragraphs 2 and 3 of this Article.

[5] Such factors include, inter alia, the volume and prices of imports not sold at dumping prices, contraction in demand or changes in the patterns of consumption, trade restrictive practices of and competition between the foreign and domestic producers, developments in technology and the export performance and productivity of the domestic industry.

[6] One example, though not an exclusive one, is that there is convincing reason to believe that there will be, in the immediate future, substantially increased importations of the product at dumped prices.

[7] An understanding among Parties should be developed defining the word "related" as used in this Code.

(ii) in exceptional circumstances the territory of a Party may, for the production in question, be divided into two or more competitive markets and the producers within each market may be regarded as a separate industry if (a) the producers within such market sell all or almost all of their production of the product in question in that market, and (b) the demand in that market is not to any substantial degree supplied by producers of the product in question located elsewhere in the territory. In such circumstances, injury may be found to exist even where a major portion of the total domestic industry is not injured provided there is a concentration of dumped imports into such an isolated market and provided further that the dumped imports are causing injury to the producers of all or almost all of the production within such market.

2. When the industry has been interpreted as referring to the producers in a certain area, i.e. a market as defined in paragraph 1(ii), anti-dumping duties shall be levied[8] only on the products in question consigned for final consumption to that area. When the constitutional law of the importing country does not permit the levying of anti-dumping duties on such a basis, the importing Party may levy the anti-dumping duties without limitation only if (1) the exporters shall have been given an opportunity to cease exporting at dumped prices to the area concerned or otherwise give assurances pursuant to Article 7 of this Code, and adequate assurances in this regard have not been promptly given, and (2) such duties cannot be levied on specific producers which supply the area in question.

3. Where two or more countries have reached under the provisions of Article XXIV:8(a) of the General Agreement such a level of integration that they have the characteristics of a single, unified market, the industry in the entire area of integration shall be taken to be the industry referred to in paragraph 1 above.

4. The provisions of paragraph 5 of Article 3 shall be applicable to this Article.

Article 5

Initiation and Subsequent Investigation

1. An investigation to determine the existence, degree and effect of any alleged dumping shall normally be initiated upon a written request by or on behalf of the industry[9] affected. The request shall include sufficient evidence of the existence of (a) dumping; (b) injury within the meaning of Article VI of the General Agreement as interpreted by this Code and (c) a causal link between the dumped imports and the alleged injury. If in special circumstances the authorities concerned decide to initiate an investigation without having received such a request, they shall proceed only if they have sufficient evidence on all points under (a) to (c) above.

[8] As used in this Code "levy" shall mean the definitive or final legal assessment or collection of a duty or tax.

[9] As defined in Article 4.

2. Upon initiation of an investigation and thereafter, the evidence of both dumping and injury caused thereby should be considered simultaneously. In any event the evidence of both dumping and injury shall be considered simultaneously (a) in the decision whether or not to initiate an investigation, and (b) thereafter, during the course of the investigation, starting on a date not later than the earliest date on which in accordance with the provisions of this Code provisional measures may be applied, except in the cases provided for in paragraph 3 of Article 10 in which the authorities accept the request of the exporters.

3. An application shall be rejected and an investigation shall be terminated promptly as soon as the authorities concerned are satisfied that there is not sufficient evidence of either dumping or of injury to justify proceeding with the case. There should be immediate termination in cases where the margin of dumping or the volume of dumped imports, actual or potential, or the injury is negligible.

4. An anti-dumping proceeding shall not hinder the procedures of customs clearance.

5. Investigations shall, except in special circumstances, be concluded within one year after their initiation.

Article 6

Evidence

1. The foreign suppliers and all other interested parties shall be given ample opportunity to present in writing all evidence that they consider useful in respect to the anti-dumping investigation in question. They shall also have the right, on justification, to present evidence orally.

2. The authorities concerned shall provide opportunities for the complainant and the importers and exporters known to be concerned and the governments of the exporting countries, to see all information that is relevant to the presentation of their cases, that is not confidential as defined in paragraph 3 below, and that is used by the authorities in an anti-dumping investigation, and to prepare presentations on the basis of this information.

3. Any information which is by nature confidential (for example, because its disclosure would be of significant competitive advantage to a competitor or because its disclosure would have a significantly adverse effect upon a person supplying the information or upon a person from whom he acquired the information) or which is provided on a confidential basis by parties to an anti-dumping investigation shall, upon cause shown, be treated as such by the investigating authorities. Such information shall not be disclosed without specific permission of the party submitting it.[10] Parties providing confidential

[10] Parties are aware that in the territory of certain Parties disclosure pursuant to a narrowly drawn protective order may be required.

information may be requested to furnish non-confidential summaries thereof. In the event that such parties indicate that such information is not susceptible of summary, a statement of the reasons why summarization is not possible must be provided.

4. However, if the authorities concerned find that a request for confidentiality is not warranted and if the supplier is either unwilling to make the information public or to authorize its disclosure in generalized or summary form, the authorities would be free to disregard such information unless it can be demonstrated to their satisfaction from appropriate sources that the information is correct.[11]

5. In order to verify information provided or to obtain further details the authorities may carry out investigations in other countries as required, provided they obtain the agreement of the firms concerned and provided they notify the representatives of the government of the country in question and unless the latter object to the investigation.

6. When the competent authorities are satisfied that there is sufficient evidence to justify initiating an anti-dumping investigation pursuant to Article 5, the Party or Parties the products of which are subject to such investigation and the exporters and importers known to the investigating authorities to have an interest therein and the complainants shall be notified and a public notice shall be given.

7. Throughout the anti-dumping investigation all parties shall have a full opportunity for the defence of their interests. To this end, the authorities concerned shall, on request, provide opportunities for all directly interested parties to meet those parties with adverse interests, so that opposing views may be presented and rebuttal arguments offered. Provision of such opportunities must take account of the need to preserve confidentiality and of the convenience to the parties. There shall be no obligation on any party to attend a meeting and failure to do so shall not be prejudicial to that party's case.

8. In cases in which any interested party refuses access to, or otherwise does not provide, necessary information within a reasonable period or significantly impedes the investigation, preliminary and final findings[12], affirmative or negative, may be made on the basis of the facts available.

9. The provisions of this Article are not intended to prevent the authorities of a Party from proceeding expeditiously with regard to initiating an investigation, reaching preliminary or final findings, whether affirmative or negative, or from applying provisional or final measures, in accordance with the relevant provisions of this Code.

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[11] Parties agree that requests for confidentiality should not be arbitrarily rejected.

[12] Because of different terms used under different systems in various countries the term "finding" is hereinafter used to mean a formal decision or determination.

Article 7

Price Undertakings

1. Proceedings may[13] be suspended or terminated without the imposition of provisional measures or anti-dumping duties upon receipt of satisfactory voluntary undertakings from any exporter to revise its prices or to cease exports to the area in question at dumped prices so that the authorities are satisfied that the injurious effect of the dumping is eliminated. Price increases under such undertakings shall not be higher than necessary to eliminate the margin of dumping.

2. Price undertakings shall not be sought or accepted from exporters unless the authorities of the importing country have initiated an investigation in accordance with the provisions of Article 5 of this Code. Undertakings offered need not be accepted if the authorities consider their acceptance impractical, for example, if the number of actual or potential exporters is too great, or for other reasons.

3. If the undertakings are accepted, the investigation of injury shall nevertheless be completed if the exporter so desires or the authorities so decide. In such a case, if a determination of no injury or threat thereof is made, the undertaking shall automatically lapse except in cases where a determination of no threat of injury is due in large part to the existence of a price undertaking. In such cases the authorities concerned may require that an undertaking be maintained for a reasonable period consistent with the provisions of this Code.

4. Price undertakings may be suggested by the authorities of the importing country, but no exporter shall be forced to enter into such an undertaking. The fact that exporters do not offer such undertakings, or do not accept an invitation to do so, shall in no way prejudice the consideration of the case. However, the authorities are free to determine that a threat of injury is more likely to be realized if the dumped imports continue.

5. Authorities of an importing country may require any exporter from whom undertakings have been accepted to provide periodically information relevant to the fulfilment of such undertakings, and to permit verification of pertinent data. In case of violation of undertakings, the authorities of the importing country may take, under this Code in conformity with its provisions, expeditious actions which may constitute immediate application of provisional measures using the best information available. In such cases definitive duties may be levied in accordance with this Code on goods entered for consumption not more than ninety days before the application of such provisional measures, except that any such retroactive assessment shall not apply to imports entered before the violation of the undertaking.

[13] The word "may" shall not be interpreted to allow the simultaneous continuation of proceedings with the implementation of price undertakings except as provided in paragraph 3.

6. Undertakings shall not remain in force any longer than anti-dumping duties could remain in force under this Code. The authorities of an importing country shall review the need for the continuation of any price undertaking, where warranted, on their own initiative or if interested exporters or importers of the product in question so request and submit positive information substantiating the need for such review.

7. Whenever an anti-dumping investigation is suspended or terminated pursuant to the provisions of paragraph 1 above and whenever an undertaking is terminated, this fact shall be officially notified and must be published. Such notices shall set forth at least the basic conclusions and a summary of the reasons therefor.

Article 8

Imposition and Collection of Anti-Dumping Duties

1. The decision whether or not to impose an anti-dumping duty in cases where all requirements for the imposition have been fulfilled and the decision whether the amount of the anti-dumping duty to be imposed shall be the full margin of dumping or less, are decisions to be made by the authorities of the importing country or customs territory. It is desirable that the imposition be permissive in all countries or customs territories Parties to this Agreement, and that the duty be less than the margin, if such lesser duty would be adequate to remove the injury to the domestic industry.

2. When an anti-dumping duty is imposed in respect of any product, such anti-dumping duty shall be collected in the appropriate amounts in each case, on a non-discriminatory basis on imports of such product from all sources found to be dumped and causing injury, except as to imports from those sources, from which price undertakings under the terms of this Code have been accepted. The authorities shall name the supplier or suppliers of the product concerned. If, however, several suppliers from the same country are involved, and it is impracticable to name all these suppliers, the authorities may name the supplying country concerned. If several suppliers from more than one country are involved, the authorities may name either all the suppliers involved, or, if this is impracticable, all the supplying countries involved.

3. The amount of the anti-dumping duty must not exceed the margin of dumping as established under Article 2. Therefore, if subsequent to the application of the anti-dumping duty it is found that the duty so collected exceeds the actual dumping margin, the amount in excess of the margin shall be reimbursed as quickly as possible.

4. Within a basic price system the following rules shall apply, provided that their application is consistent with the other provisions of this Code:

If several suppliers from one or more countries are involved, anti-dumping duties may be imposed on imports of the product in question found to have been dumped and to be causing injury from the country or countries concerned, the

duty being equivalent to the amount by which the export price is less than the basic price established for this purpose, not exceeding the lowest normal price in the supplying country or countries where normal conditions of competition are prevailing. It is understood that, for products which are sold below this already established basic price, a new anti-dumping investigation shall be carried out in each particular case, when so demanded by the interested parties and the demand is supported by relevant evidence. In cases where no dumping is found, anti-dumping duties collected shall be reimbursed as quickly as possible. Furthermore, if it can be found that the duty so collected exceeds the actual dumping margin, the amount in excess of the margin shall be reimbursed as quickly as possible.

5. Public notice shall be given of any preliminary or final finding whether affirmative or negative and of the revocation of a finding. In the case of affirmative finding each such notice shall set forth the findings and conclusions reached on all issues of fact and law considered material by the investigating authorities, and the reasons and basis therefor. In the case of a negative finding, each notice shall set forth at least the basic conclusions and a summary of the reasons therefor. All notices of findings shall be forwarded to the Party or Parties the products of which are subject to such finding and to the exporters known to have an interest therein.

Article 9

Duration of Anti-Dumping Duties

1. An anti-dumping duty shall remain in force only as long as, and to the extent necessary to counteract dumping which is causing injury.

2. The investigating authorities shall review the need for the continued imposition of the duty, where warranted, on their own initiative or if any interested party so requests and submits positive information substantiating the need for review.

Article 10

Provisional Measures

1. Provisional measures may be taken only after a preliminary affirmative finding has been made that there is dumping and that there is sufficient evidence of injury, as provided for in (a) to (c) of paragraph 1 of Article 5 Provisional measures shall not be applied unless the authorities concerned judge that they are necessary to prevent injury being caused during the period of investigation.

2. Provisional measures may take the form of a provisional duty or, preferably, a security - by cash deposit or bond - equal to the amount of the anti-dumping duty provisionally estimated, being not greater than the provisionally estimated margin of dumping. Withholding of appraisement is an appropriate provisional measure, provided that the normal duty and the estimated amount of the anti-dumping duty be indicated and as long as the withholding of appraisement is subject to the same conditions as other provisional measures.

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3. The imposition of provisional measures shall be limited to as short a period as possible, not exceeding four months or, on decision of the authorities concerned, upon request by exporters representing a significant percentage of the trade involved to a period not exceeding six months.

4. The relevant provisions of Article 8 shall be followed in the application of provisional measures.

Article 11

Retroactivity

1. Anti-dumping duties and provisional measures shall only be applied to products which enter for consumption after the time when the decision taken under paragraph 1 of Article 8 and paragraph 1 of Article 10, respectively, enters into force, except that in cases:

(i) Where a final finding of injury (but not of a threat thereof or of a material retardation of the establishment of an industry) is made or, in the case of a final finding of threat of injury, where the effect of the dumped imports would, in the absence of the provisional measures, have led to a finding of injury, anti-dumping duties may be levied retroactively for the period for which provisional measures, if any, have been applied.

If the anti-dumping duty fixed in the final decision is higher than the provisionally paid duty, the difference shall not be collected. If the duty fixed in the final decision is lower than the provisionally paid duty or the amount estimated for the purpose of the security, the difference shall be reimbursed or the duty recalculated, as the case may be.

(ii) Where for the dumped product in question the authorities determine

(a) either that there is a history of dumping which caused injury or that the importer was, or should have been, aware that the exporter practices dumping and that such dumping would cause injury, and

(b) that the injury is caused by sporadic dumping (massive dumped imports of a product in a relatively short period) to such an extent that, in order to preclude it recurring, it appears necessary to levy an anti-dumping duty retroactively on those imports,

the duty may be levied on products which were entered for consumption not more than 90 days prior to the date of application of provisional measures.

2. Except as provided in paragraph 1 above where a finding of threat of injury or material retardation is made (but no injury has yet occurred) a definitive anti-dumping duty may be imposed only from the date of the finding of threat of injury or material retardation and any cash deposit made during the period of the application of provisional measures shall be refunded and any bonds released in an expeditious manner.

3. Where a final finding is negative any cash deposit made during the period of the application of provisional measures shall be refunded and any bonds released in an expeditious manner.

Article 12

Anti-Dumping Action on behalf of a Third Country

1. An application for anti-dumping action on behalf of a third country shall be made by the authorities of the third country requesting action.

2. Such an application shall be supported by price information to show that the imports are being dumped and by detailed information to show that the alleged dumping is causing injury to the domestic industry concerned in the third country. The government of the third country shall afford all assistance to the authorities of the importing country to obtain any further information which the latter may require.

3. The authorities of the importing country in considering such an application shall consider the effects of the alleged dumping on the industry concerned as a whole in the third country; that is to say the injury shall not be assessed in relation only to the effect of the alleged dumping on the industry's exports to the importing country or even on the industry's total exports.

4. The decision whether or not to proceed with a case shall rest with the importing country. If the importing country decides that it is prepared to take action, the initiation of the approach to the CONTRACTING PARTIES seeking their approval for such action shall rest with the importing country.

Article 13

Developing Countries

It is recognized that special regard must be given by developed countries to the special situation of developing countries when considering the application of anti-dumping measures under this Code. Possibilities of constructive remedies provided for by this Code shall be explored before applying anti-dumping duties where they would affect the essential interests of developing countries.

PART II

Article 14

Committee on Anti-Dumping Practices

1. There shall be established under this Agreement a Committee on Anti-Dumping Practices (hereinafter referred to as the "Committee") composed of representatives from each of the Parties. The Committee shall elect its own Chairmen and shall meet not less than twice a year and otherwise as envisaged by relevant provisions of this Agreement at the request of any Party. The Committee shall carry out responsibilities as assigned to it under this Agreement or by the Parties and it shall afford Parties the opportunity of consulting on any matters relating to the operation of the Agreement or the furtherance of its objectives. The GATT secretariat shall act as the secretariat to the Committee.

2. The Committee may set up subsidiary bodies as appropriate.

3. In carrying out their functions, the Committee and any subsidiary bodies may consult with and seek information from any source they deem appropriate. However, before the Committee or a subsidiary body seeks such information from a source within the jurisdiction of a Party, it shall inform the Party involved. It shall obtain the consent of the Party and any firm to be consulted.

4. Parties shall report without delay to the Committee all preliminary or final anti-dumping actions taken. Such reports will be available in the GATT secretariat for inspection by government representatives. The Parties shall also submit, on a semi-annual basis, reports of any anti-dumping actions taken within the preceding six months.

Article 15[14]

Consultation, Conciliation and Dispute Settlement

1. Each Party shall afford sympathetic consideration to, and shall afford adequate opportunity for consultation regarding, representations made by another Party with respect to any matter affecting the operation of this Agreement.

2. If any Party considers that any benefit accruing to it, directly or indirectly, under this Agreement is being nullified or impaired, or that the achievement of any objective of the Agreement is being impeded, by another Party or Parties, it may, with a view to reaching a mutually satisfactory resolution of the matter, request in writing consultations with the Party or Parties in question. Each Party shall afford sympathetic consideration to any request from another Party for consultation. The Parties concerned shall initiate consultation promptly.

[14] If disputes arise between Parties relating to rights and obligations under this Agreement, Parties should complete the dispute settlement procedures under this Agreement before availing themselves of any rights which they have under the GATT.

3. If any Party considers that the consultation pursuant to paragraph 2 has failed to achieve a mutually agreed solution and final action has been taken by the administering authorities of the importing country to levy definitive anti-dumping duties or to accept price undertakings, it may refer the matter to the Committee for conciliation. When a provisional measure has a significant impact and the Party considers the measure was taken contrary to the provisions of paragraph 1 of Article 10 of this Agreement, a Party may also refer such matter to the Committee for conciliation. In cases where matters are referred to the Committee for conciliation the Committee shall meet within thirty days to review the matter, and, through its good offices, shall encourage the Parties involved to develop a mutually acceptable solution.[15]

4. Parties shall make their best efforts to reach a mutually satisfactory solution throughout the period of conciliation.

5. If no mutually agreed solution has been reached after detailed examination by the Committee under paragraph 3 within three months, the Committee shall, at the request of any party to the dispute, establish a panel to examine the matter, based upon:

(a) a written statement of the Party making the request indicating how a benefit accruing to it, directly or indirectly, under this Agreement has been nullified or impaired, or that the achieving of the objectives of the Agreement is being impeded, and

(b) the facts made available in conformity with appropriate domestic procedures to the authorities of the importing country.

6. Confidential information provided to the panel shall not be revealed without formal authorization from the person or authority providing the information. Where such information is requested from the panel but release of such information by the panel is not authorized, a non-confidential summary of the information, authorized by the authority or person providing the information, will be provided.

7. Further to paragraphs 1-6 the settlement of disputes shall mutatis mutandis be governed by the provisions of the Understanding regarding Notification, Consultation, Dispute Settlement and Surveillance. Panel members shall have relevant experience and be selected from Parties not parties to the dispute.

[15] In this connection the Committee may draw Parties' attention to those cases in which, in its view, there are no reasonable bases supporting the allegations made.

PART III

Article 16

Final Provisions

1. No specific action against dumping of exports from another Party can be taken except in accordance with the provisions of the General Agreement, as interpreted by this Agreement.[16]

Acceptance and accession

2. (a) This Agreement shall be open for acceptance by signature or otherwise, by governments contracting parties to the GATT and by the European Economic Community.

(b) This Agreement shall be open for acceptance by signature or otherwise by governments having provisionally acceded to the GATT, on terms related to the effective application of rights and obligations under this Agreement, which take into account rights and obligations in the instruments providing for their provisional accession.

(c) This Agreement shall be open to accession by any other government on terms, related to the effective application of rights and obligations under this Agreement, to be agreed between that government and the Parties, by the deposit with the Director-General to the CONTRACTING PARTIES to the GATT of an instrument of accession which states the terms so agreed.

(d) In regard to acceptance, the provisions of Article XXVI:5(a) and (b) of the General Agreement would be applicable.

Reservations

3. Reservations may not be entered in respect of any of the provisions of this Agreement without the consent of the other Parties.

Entry into force

4. This Agreement shall enter into force on 1 January 1980 for the governments[17] which have accepted or acceded to it by that date. For each other government it shall enter into force on the thirtieth day following the date of its acceptance or accession to this Agreement.

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[16] This is not intended to preclude action under other relevant provisions of the General Agreement, as appropriate.

[17] The term "government" is deemed to include the competent authorities of the European Economic Community.

Denunciation of the 1967 Agreement

5. Acceptance of this Agreement shall carry denunciation of the Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade, done at Geneva on 30 June 1967,* which entered into force on 1 July 1968, for Parties to the 1967 Agreement. Such denunciation shall take effect for each Party to this Agreement on the date of entry into force of this Agreement for each such Party.

National legislation

6. (a) Each government accepting or acceding to this Agreement shall take all necessary steps, of a general or particular character, to ensure, not later than the date of entry into force of this Agreement for it, the conformity of its laws, regulations and administrative procedures with the provisions of this Agreement as they may apply for the Party in question.

(b) Each Party shall inform the Committee of any changes in its laws and regulations relevant to this Agreement and in the administration of such laws and regulations.

Review

7. The Committee shall review annually the implementation and operation of this Agreement taking into account the objectives thereof. The Committee shall annually inform the CONTRACTING PARTIES to the GATT of developments during the period covered by such reviews.

Amendments

8. The Parties may amend this Agreement having regard, inter alia, to the experience gained in its implementation. Such an amendment, once the Parties have concurred in accordance with procedures established by the Committee, shall not come into force for any Party until it has been accepted by such Party.

Withdrawal

9. Any Party may withdraw from this Agreement. The withdrawal shall take effect upon the expiration of sixty days from the day on which written notice of withdrawal is received by the Director-General to the CONTRACTING PARTIES to the GATT. Any Party may upon such notification request an immediate meeting of the Committee.

Non-application of this Agreement between particular Parties

10. This Agreement shall not apply as between any two Parties if either of the Parties, at the time either accepts or accedes to this Agreement, does not consent to such application.

*TIAS 6431; 19 UST 4348. [Footnote added by the Department of State.]

Secretariat

11. This Agreement shall be serviced by the GATT secretariat.

Deposit

12. This Agreement shall be deposited with the Director-General to the CONTRACTING PARTIES to the GATT, who shall promptly furnish to each Party and each contracting party to the GATT a certified copy thereof and of each amendment thereto pursuant to paragraph 8, and a notification of each acceptance thereof or accession thereto pursuant to paragraph 2, and of each withdrawal therefrom pursuant to paragraph 9 of this Article.

Registration

13. This Agreement shall be registered in accordance with the provisions of Article 102 of the Charter of the United Nations.*

Done at Geneva this twelfth day of April nineteen hundred and seventy-nine in a single copy, in the English, French and Spanish languages, each text being authentic.

*TS 993; 59 Stat. 1052. [Footnote added by the Department of State.]

ACCORD RELATIF A LA MISE EN OEUVRE DE L'ARTICLE VI
DE L'ACCORD GENERAL SUR LES TARIFS DOUANIERS
ET LE COMMERCE

Les Parties au présent accord (ci-après dénommées les "Parties"),

Reconnaissant que les méthodes de lutte contre le dumping ne devraient pas constituer une entrave injustifiable au commerce international, et que des droits antidumping ne peuvent être utilisés contre le dumping que s'il cause ou menace de causer un préjudice important à une branche de production établie ou s'il retarde sensiblement la création d'une branche de production,

Considérant qu'il est souhaitable d'assurer des procédures équitables et ouvertes sur la base desquelles les affaires de dumping pourront être examinées à fond,

Tenant compte des besoins particuliers du commerce, du développement et des finances des pays en voie de développement,

Désireuses d'interpréter les dispositions de l'article VI de l'Accord général sur les tarifs douaniers et le commerce (ci-après dénommé "l'Accord général" ou "le GATT") et d'élaborer des règles pour leur application en vue d'assurer plus d'uniformité et de certitude dans leur mise en oeuvre,

Désireuses d'assurer un règlement rapide, efficace et équitable des différends qui pourraient survenir dans le cadre du présent accord,

Sont convenues de ce qui suit:

PARTIE I - CODE ANTIDUMPING

Article premier

Principes

L'institution d'un droit antidumping est une mesure à prendre dans les seules circonstances prévues à l'article VI de l'Accord général, et à la suite d'enquêtes ouvertes[1] et menées en conformité des dispositions du présent code. Les dispositions qui suivent régissent l'application de l'article VI de l'Accord général pour autant que des mesures soient prises dans le cadre d'une législation ou d'une réglementation antidumping.

[1] Le terme "ouverte" tel qu'il est utilisé ci-après se réfère à l'action de procédure par laquelle une Partie ouvre formellement une enquête conformément à l'article 6, paragraphe 6.

Article 2

Détermination de l'existence d'un dumping

1. Aux fins du présent code, un produit doit être considéré comme faisant l'objet d'un dumping, c'est-à-dire comme étant introduit sur le marché d'un autre pays à un prix inférieur à sa valeur normale, si le prix à l'exportation de ce produit, lorsqu'il est exporté d'un pays vers un autre, est inférieur au prix comparable pratiqué au cours d'opérations commerciales normales pour le produit similaire destiné à la consommation dans le pays exportateur.

2. Dans le présent code, l'expression "produit similaire" ("like product") s'entendra d'un produit identique, c'est-à-dire semblable à tous égards au produit considéré, ou, en l'absence d'un tel produit, d'un autre produit qui, bien qu'il ne lui soit pas semblable à tous égards, présente des caractéristiques ressemblant étroitement à celles du produit considéré.

3. Lorsque des produits ne sont pas importés directement du pays d'origine, mais sont exportés à partir d'un pays intermédiaire à destination du pays d'importation, le prix auquel les produits sont vendus au départ du pays d'exportation vers le pays d'importation sera normalement comparé avec le prix comparable dans le pays d'exportation. Toutefois, la comparaison pourra être effectuée avec le prix dans le pays d'origine si, par exemple, les produits transitent simplement par le pays d'exportation, ou bien si, pour de tels produits, il n'y a pas de production ou pas de prix comparable dans le pays d'exportation.

4. Lorsqu'aucune vente du produit similaire n'a lieu au cours d'opérations commerciales normales sur le marché intérieur du pays exportateur ou lorsque, du fait de la situation particulière du marché, de telles ventes ne permettent pas une comparaison valable, la marge de dumping sera déterminée par comparaison avec un prix comparable du produit similaire lorsque celui-ci est exporté à destination d'un pays tiers, ce prix pouvant être le prix à l'exportation le plus élevé mais devant être un prix représentatif, ou avec le coût de production dans le pays d'origine majoré d'un montant raisonnable pour les frais d'administration, de commercialisation et autres, et pour les bénéfices. En règle générale, la majoration pour bénéfice n'excédera pas le bénéfice normalement réalisé lors de ventes de produits de la même catégorie générale sur le marché intérieur du pays d'origine.

5. Lorsqu'il n'y a pas de prix à l'exportation, ou lorsqu'il apparaît aux autorités[2] concernées que l'on ne peut se fonder sur le prix à l'exportation du fait de l'existence d'une association ou d'un arrangement de compensation

[2] Dans le présent code, le terme "autorités" s'entend d'autorités d'un niveau supérieur approprié.

entre l'exportateur et l'importateur ou une tierce partie, le prix à l'exportation pourra être calculé sur la base du prix auquel les produits importés sont revendus pour la première fois à un acheteur indépendant, ou, si les produits ne sont pas revendus à un acheteur indépendant ou ne sont pas revendus dans l'état où ils ont été importés, sur toute base raisonnable que les autorités pourront déterminer.

6. Pour que la comparaison entre le prix d'exportation et le prix intérieur dans le pays d'exportation (ou dans le pays d'origine) ou, s'il y a lieu, le prix établi conformément aux dispositions de l'article VI, paragraphe 1 b), de l'Accord général, soit équitable, elle portera sur des prix pratiqués au même niveau commercial, qui sera normalement le stade sortie usine, et sur des ventes effectuées à des dates aussi voisines que possible. Il sera dûment tenu compte dans chaque cas, selon ses particularités, des différences dans les conditions de vente, des différences de taxation et des autres différences affectant la comparabilité des prix. Dans les cas visés au paragraphe 5 ci-dessus, il devrait être tenu compte également des frais, droits et taxes compris, intervenus entre l'importation et la revente, ainsi que des bénéfices.

7. Le présent article s'entend sans préjudice de la deuxième Disposition additionnelle relative à l'article VI, paragraphe 1, qui figure dans l'Annexe I à l'Accord général.

Article 3

Détermination de l'existence d'un préjudice[3]

1. La détermination de l'existence d'un préjudice aux fins de l'article VI de l'Accord général se fondera sur des éléments de preuve positifs et comportera un examen objectif a) du volume des importations faisant l'objet d'un dumping et de leur effet sur les prix des produits similaires sur le marché intérieur, et b) de l'incidence de ces importations sur les producteurs nationaux de ces produits.

2. Pour ce qui concerne le volume des importations qui font l'objet d'un dumping, les autorités chargées de l'enquête examineront s'il y a eu augmentation importante des importations faisant l'objet d'un dumping, soit en quantité absolue, soit par rapport à la production ou à la consommation du

[3] Pour les besoins du présent code, le terme "préjudice" s'entendra, sauf indication contraire, d'un préjudice important causé à une branche de production nationale, d'une menace de préjudice important pour une branche de production nationale ou d'un retard sensible dans la création d'une branche de production nationale; il sera interprété conformément aux dispositions du présent article.

pays importateur. Pour ce qui concerne l'effet des importations faisant l'objet d'un dumping sur les prix, les autorités chargées de l'enquête examineront s'il y a eu, dans les importations faisant l'objet d'un dumping, sous-cotation importante du prix par rapport au prix d'un produit similaire du pays importateur, ou si ces importations ont, d'autre façon, pour effet de déprimer les prix de façon importante ou d'empêcher de façon importante des hausses de prix qui, sans cela, se seraient produites. Un seul ni même plusieurs de ces éléments ne constitueront pas nécessairement une base de jugement déterminante.

3. L'examen de l'incidence sur la branche de production concernée comportera une évaluation de tous les éléments et indices économiques pertinents qui influent sur la situation de cette branche, tels que: diminution effective ou potentielle de la production, des ventes, de la part de marchés, des bénéfices, de la productivité, du rendement des investissements ou de l'utilisation des capacités; éléments qui influent sur les prix intérieurs; effets négatifs, effectifs ou potentiels, sur le flux de liquidités, les stocks, l'emploi, les salaires, la croissance, la possibilité de se procurer des capitaux ou l'investissement. Cette liste n'est pas exhaustive, et un seul ni même plusieurs de ces éléments ne constitueront pas nécessairement une base de jugement déterminante.

4. Il doit être démontré que les importations faisant l'objet d'un dumping causent, par les effets[4] du dumping, un préjudice au sens où l'entend le présent code. Il pourra y avoir d'autres éléments[5] qui, au même moment, causent un préjudice à la branche de production, et les préjudices causés par ces autres éléments ne doivent pas être imputés aux importations faisant l'objet d'un dumping.

5. L'effet des importations faisant l'objet d'un dumping sera évalué par rapport à la production nationale du produit similaire lorsque les données disponibles permettent de définir cette production séparément sur la base de critères tels que les procédés de production, les réalisations des producteurs ou les bénéfices. Lorsque la production nationale du produit similaire ne peut être définie séparément sur la base de ces critères, les effets des importations qui font l'objet d'un dumping seront évalués par examen de la production du groupe, ou gamme, de produits le plus étroit, comprenant le produit similaire, pour lequel les renseignements nécessaires pourront être fournis.

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[4]Tels qu'ils sont indiqués aux paragraphes 2 et 3 du présent article.

[5]Ces éléments comprennent entre autres le volume et les prix des importations non vendues à des prix de dumping, la contraction de la demande ou les modifications de la configuration de la consommation, les pratiques commerciales restrictives des producteurs étrangers et nationaux et la concurrence entre ces mêmes producteurs, l'évolution des techniques ainsi que les résultats à l'exportation et la productivité de la branche de production nationale.

6. La détermination concluant à une menace de préjudice se fondera sur des faits, et non pas seulement sur des allégations, des conjectures ou de lointaines possibilités. Le changement de circonstances qui créerait une situation où le dumping causerait un préjudice doit être nettement prévu et imminent.[6]

7. Dans les cas où des importations faisant l'objet d'un dumping menacent de causer un préjudice, l'application de mesures antidumping sera étudiée et décidée avec un soin particulier.

Article 4

Définition de l'expression "branche de production"

1. Aux fins de la détermination de l'existence d'un préjudice, l'expression "branche de production nationale" s'entendra de l'ensemble des producteurs nationaux de produits similaires ou de ceux d'entre eux dont les productions additionnées constituent une proportion majeure de la production nationale totale de ces produits; toutefois:

i) lorsque des producteurs sont liés[7] aux exportateurs ou aux importateurs, ou sont eux-mêmes importateurs du produit qui fait prétendument l'objet d'un dumping, l'expression "branche de production" pourra être interprétée comme désignant le reste des producteurs;

ii) dans des circonstances exceptionnelles, le territoire d'une Partie pourra, en ce qui concerne la production en question, être divisé en deux ou plusieurs marchés compétitifs et les producteurs à l'intérieur de chaque marché pourront être considérés comme constituant une branche de production distincte si a) les producteurs d'un tel marché vendent la totalité ou la quasi-totalité de leur production du produit en question sur ce marché, et si b) la demande sur ce marché n'est pas satisfaite dans une mesure substantielle par les producteurs du produit en question implantés dans d'autres

[6] Par exemple, et non limitativement, il devrait y avoir des raisons convaincantes de croire qu'il y aura, dans l'avenir immédiat, un accroissement substantiel des importations du produit en question à des prix de dumping.

[7] Les Parties devraient s'entendre sur la définition du terme "lié" tel qu'il est utilisé dans le présent code.

parties du territoire. Dans de telles circonstances, il pourra être constaté qu'il y a préjudice même s'il n'est pas causé de préjudice à une proportion majeure de la branche de production nationale totale, à la condition qu'il y ait une concentration d'importations faisant l'objet d'un dumping sur un de ces marchés isolés, et qu'en outre les importations faisant l'objet d'un dumping causent un préjudice aux producteurs de la totalité ou de la quasi-totalité de la production à l'intérieur de ce marché.

2. Lorsque la "branche de production" aura été interprétée comme désignant les producteurs d'une certaine zone, c'est-à-dire d'un marché selon la définition énoncée au paragraphe 1 ii) ci-dessus, il ne sera perçu[8] de droits antidumping que sur les produits en question expédiés vers cette zone pour consommation finale. Lorsque le droit constitutionnel du pays importateur ne permet pas la perception de droits antidumping sur cette base, la Partie importatrice ne pourra percevoir de droits antidumping sans limitation que si 1) la possibilité a été préalablement donnée aux exportateurs de cesser d'exporter à des prix de dumping vers la zone concernée ou, sinon, de donner des assurances conformément à l'article 7 du présent code, mais que des assurances satisfaisantes à cet effet n'ont pas été données dans les moindres délais, et si 2) de tels droits ne peuvent être perçus auprès de producteurs déterminés approvisionnant la zone en question.

3. Lorsque deux ou plusieurs pays sont parvenus, dans les conditions définies à l'article XXIV, paragraphe 8 a), de l'Accord général, à un degré d'intégration tel qu'ils présentent les caractéristiques d'un marché unique, unifié, la branche de production de l'ensemble de la zone d'intégration sera considérée comme constituant la branche de production visée au paragraphe 1 ci-dessus.

4. Les dispositions de l'article 3, paragraphe 5, seront applicables au présent article.

Article 5

Engagement de la procédure et enquête ultérieure

1. Une enquête visant à déterminer l'existence, le degré et l'effet de tout dumping prétendu sera normalement ouverte sur demande présentée par écrit par la branche de production[9] affectée, ou en son nom. La demande devra comporter des éléments de preuve suffisants de l'existence a) d'un dumping, b) d'un préjudice au sens où l'entend l'article VI de l'Accord général tel qu'il est

[8] Le terme "percevoir", tel qu'il est utilisé dans le présent code, désigne l'imposition ou le recouvrement légaux d'un droit ou d'une taxe à titre définitif ou final.

[9] Telle qu'elle est définie à l'article 4.

interprété par le présent code et c) d'un lien de causalité entre les importations faisant l'objet d'un dumping et le préjudice prétendu. Si, dans des circonstances spéciales, les autorités concernées décident d'ouvrir une enquête sans être saisies d'une telle demande, elles n'y procéderont que si elles sont en possession d'éléments de preuve suffisants concernant tous les points visés sous a) à c) ci-dessus.

2. Dès l'ouverture d'une enquête et par la suite, les éléments de preuve relatifs à la fois au dumping et au préjudice qui en résulte devraient être examinés simultanément. En tout état de cause, les éléments de preuve relatifs au dumping ainsi qu'au préjudice seront examinés simultanément a) pour décider si une enquête sera ouverte ou non, et b) par la suite, pendant l'enquête, à compter d'une date qui ne sera pas postérieure au premier jour où, conformément aux dispositions du présent code, des mesures provisoires peuvent être appliquées, sauf dans les cas prévus à l'article 10, paragraphe 3, dans lesquels les autorités font droit à la demande des exportateurs.

3. Une demande sera rejetée et une enquête sera close dans les moindres délais dès que les autorités concernées seront convaincues que les éléments de preuve relatifs soit au dumping soit au préjudice ne sont pas suffisants pour justifier la poursuite de la procédure. La clôture de l'enquête devrait être immédiate lorsque la marge de dumping, le volume des importations, effectives ou potentielles, faisant l'objet d'un dumping, ou le préjudice, est négligeable.

4. Une procédure antidumping ne mettra pas obstacle au dédouanement

5. Les enquêtes seront, sauf circonstances spéciales, terminées dans un délai d'un an à compter de leur ouverture.

Article 6

Eléments de preuve

1. Les fournisseurs étrangers et toutes les autres parties intéressées se verront donner d'amples possibilités de présenter par écrit tous les éléments de preuve qu'ils jugeront utiles pour les besoins de l'enquête antidumping en question. Ils auront également le droit, sur justification, de présenter oralement leurs éléments de preuve.

2. Les autorités concernées ménageront au recourant et aux importateurs et exportateurs connus comme étant concernés, ainsi qu'aux gouvernements des pays exportateurs, la possibilité de prendre connaissance de tous les renseignements pertinents pour la présentation de leurs dossiers, qui ne seraient pas confidentiels aux termes du paragraphe 3 ci-après et que lesdites autorités utilisent dans une enquête antidumping; elles leur ménageront également la possibilité de préparer leur argumentation sur la base de ces renseignements.

3. Tous les renseignements qui seraient de nature confidentielle (par exemple, parce que leur divulgation avantagerait de façon notable un concurrent ou causerait un tort notable à l'informateur ou à la personne de qui l'informateur tient ces renseignements), ou qui seraient fournis à titre confidentiel par des parties à une enquête antidumping, seront, sur exposé des raisons, traités comme tels par les autorités chargées de l'enquête. Ces renseignements ne seront pas divulgués sans l'autorisation expresse de la partie qui les aura fournis.[10] Il pourra être demandé aux parties qui auront fourni des renseignements confidentiels d'en donner un résumé non confidentiel. Dans le cas où lesdites parties indiqueraient que ces renseignements ne sont pas susceptibles d'être résumés, les raisons pour lesquelles un résumé ne peut être fourni devront être exposées.

4. Toutefois, si les autorités concernées estiment qu'une demande de traitement confidentiel n'est pas justifiée, et si celui qui a fourni les renseignements ne veut ni les rendre publics ni en autoriser la divulgation en termes généraux ou sous forme de résumé, elles auront la faculté de ne pas tenir compte des renseignements en question, sauf s'il peut leur être démontré de manière convaincante, de sources appropriées, que les renseignements sont exacts.[11]

5. Pour vérifier les renseignements fournis ou pour les compléter, les autorités pourront, au besoin, procéder à des enquêtes dans d'autres pays, à la condition qu'elles obtiennent l'accord des entreprises concernées et qu'elles en avisent officiellement les représentants du gouvernement du pays en question, et sous réserve que celui-ci n'y fasse pas opposition.

6. Lorsque les autorités compétentes seront convaincues que les éléments de preuve sont suffisants pour justifier l'ouverture d'une enquête antidumping conformément aux dispositions de l'article 5, la ou les Parties dont les produits feront l'objet de l'enquête et les exportateurs et importateurs connus des autorités chargées de l'enquête comme étant intéressés, ainsi que les recourants, recevront une notification et un avis sera publié.

7. Pendant toute la durée de l'enquête antidumping, toutes les parties auront toutes possibilités de défendre leurs intérêts. A cette fin, les autorités concernées ménageront, sur demande, à toutes les parties directement intéressées la possibilité de rencontrer les parties ayant des intérêts contraires, pour permettre la présentation des thèses opposées et des

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[10] Les Parties ont connaissance du fait que, sur le territoire de certaines Parties, une divulgation pourrait être requise par ordonnance conservatoire étroitement libellée.

[11] Les Parties sont convenues que les demandes de traitement confidentiel ne devraient pas être rejetées de façon arbitraire.

réfutations. Il doit être tenu compte, en ménageant ces possibilités, de la nécessité de sauvegarder le caractère confidentiel des renseignements ainsi que de la convenance des parties. Aucune partie ne sera tenue d'assister à une rencontre, et l'absence d'une partie ne sera pas préjudiciable à sa cause.

8. Dans les cas où une partie intéressée refuse de donner accès aux renseignements nécessaires, ou ne les communique pas dans un délai raisonnable, ou entrave le déroulement de l'enquête de façon notable, des constatations[12] préliminaires et finales, positives ou négatives, pourront être établies sur la base des données de fait disponibles.

9. Les dispositions du présent article n'ont pas pour but d'empêcher les autorités d'une Partie d'agir avec diligence, conformément aux dispositions pertinentes du présent code, concernant l'ouverture d'une enquête, l'établissement de constatations préliminaires ou finales, positives ou négatives, ou l'application de mesures provisoires ou finales.

Article 7

Engagements en matière de prix

1. Une procédure pourra[13] être suspendue ou close sans institution de mesures provisoires ou de droits antidumping lorsque l'exportateur se sera engagé volontairement et de façon satisfaisante à reviser ses prix ou à ne plus exporter vers la zone en question à des prix de dumping, de façon que les autorités soient convaincues que l'effet préjudiciable du dumping est supprimé. Les augmentations de prix opérées en vertu de tels engagements ne seront pas plus fortes qu'il ne sera nécessaire pour supprimer la marge de dumping.

2. Des engagements en matière de prix ne seront demandés aux exportateurs, ou acceptés de leur part, que si les autorités du pays importateur ont ouvert une enquête conformément aux dispositions de l'article 5 du présent code. Les engagements offerts ne seront pas nécessairement acceptés si ces autorités jugent leur acceptation irréaliste, par exemple si le nombre d'exportateurs effectifs ou potentiels est trop élevé, ou pour d'autres raisons.

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[12] Du fait que des termes différents sont utilisés dans les différents systèmes des divers pays, le terme "constatation" est utilisé ci-après pour désigner une décision ou une détermination formelle.

[13] Le terme "pourra" ne sera pas interprété comme autorisant simultanément la poursuite de la procédure et la mise en oeuvre d'engagements en matière de prix, si ce n'est conformément aux dispositions du paragraphe 3.

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3. Si les engagements sont acceptés, l'enquête sur le préjudice sera néanmoins menée à son terme si l'exportateur le désire ou si les autorités en décident ainsi. Dans ce cas, s'il est conclu à l'absence de préjudice ou de menace de préjudice, l'engagement deviendra automatiquement caduc, sauf dans les cas où il aura été conclu à l'absence de menace de préjudice en grande partie du fait de l'existence d'un engagement en matière de prix. Dans de tels cas, les autorités concernées pourront demander que l'engagement soit maintenu pendant une période raisonnable conformément aux dispositions du présent code.

4. Des engagements en matière de prix pourront être suggérés par les autorités du pays importateur, mais aucun exportateur ne sera contraint d'y souscrire. Le fait que les exportateurs n'offrent pas de tels engagements ou n'acceptent pas une invitation à le faire ne préjudiciera d'aucune manière à l'examen de l'affaire. Toutefois, les autorités sont libres de déterminer que la matérialisation d'une menace de préjudice est plus probable si les importations faisant l'objet d'un dumping se poursuivent.

5. Les autorités du pays importateur pourront demander à tout exportateur dont elles auront accepté des engagements de leur fournir périodiquement des renseignements sur l'exécution desdits engagements et d'autoriser la vérification des données pertinentes. En cas de violation d'engagements, les autorités du pays importateur pourront prendre avec diligence, en vertu du présent code et en conformité de ses dispositions, des mesures qui pourront consister en l'application immédiate de mesures provisoires, fondée sur les meilleurs renseignements connus. Dans de tels cas, des droits définitifs pourront être perçus conformément au présent code sur les marchandises déclarées pour la mise à la consommation quatre-vingt-dix jours au plus avant l'application de ces mesures provisoires; toutefois, aucune imposition à titre rétroactif ne sera applicable aux importations déclarées avant la violation de l'engagement.

6. La durée des engagements n'excédera pas celle que peuvent avoir les droits antidumping en vertu du présent code. Les autorités du pays importateur réexamineront la nécessité de maintenir un engagement en matière de prix lorsque cela sera justifié, soit de leur propre initiative, soit à la demande d'exportateurs ou d'importateurs intéressés du produit en question qui justifieraient par des données positives la nécessité d'un tel réexamen.

7. Chaque fois qu'une enquête antidumping sera suspendue ou close conformément aux dispositions du paragraphe 1 ci-dessus, et chaque fois qu'il sera mis fin à un engagement, le fait sera notifié officiellement et devra être rendu public. Les avis donneront au moins les conclusions fondamentales et un résumé des raisons de ces conclusions.

Article 8

Institution et recouvrement de droits antidumping

1. La décision d'instituer ou non un droit antidumping lorsque toutes les conditions requises sont remplies et la décision de fixer le montant du droit antidumping à un niveau égal à la totalité ou à une partie seulement de la marge de dumping incombent aux autorités du pays ou du territoire douanier importateur. Il est souhaitable que l'institution soit facultative dans tous les pays ou territoires douaniers Parties au présent accord et que le droit soit moindre que la marge si ce droit moindre suffit à faire disparaître le préjudice pour la branche de production nationale.

2. Lorsqu'un droit antidumping est institué en ce qui concerne un produit quelconque, ledit droit, dont les montants seront appropriés à chaque cas, sera recouvré sans discrimination sur les importations dudit produit, de quelque source qu'elles proviennent, dont il aura été constaté qu'elles font l'objet d'un dumping et qu'elles causent un préjudice, à l'exception des importations en provenance des sources dont un engagement en matière de prix aux termes du présent code aura été accepté. Les autorités feront connaître le nom du ou des fournisseurs du produit en cause. Si, toutefois, plusieurs fournisseurs du même pays sont impliqués et qu'il n'est pas possible dans la pratique de les nommer tous, les autorités pourront faire connaître le nom du pays fournisseur en cause. Si plusieurs fournisseurs du ressort de plusieurs pays sont impliqués, les autorités pourront faire connaître le nom soit de tous les fournisseurs impliqués, soit, si cela est impossible dans la pratique, celui de tous les pays fournisseurs impliqués.

3. Le montant du droit antidumping ne doit pas dépasser la marge de dumping déterminée selon l'article 2. En conséquence, s'il est constaté, après application du droit, que le droit ainsi recouvré dépasse la marge effective de dumping, la partie du droit qui dépasse la marge sera restituée aussi rapidement que possible.

4. Dans le cadre d'un système de prix de base, les règles suivantes seront applicables à condition que leur application soit compatible avec les autres dispositions du présent code.

Si plusieurs fournisseurs d'un ou de plusieurs pays sont impliqués, des droits antidumping pourront être institués en ce qui concerne les importations du produit en question provenant du ou des pays en cause dont il est constaté qu'elles ont fait l'objet d'un dumping et qu'elles causent un préjudice, le droit étant équivalent au montant dont le prix de base établi à cet effet dépasse le prix à l'exportation, ce prix de base ne devant pas excéder le prix normal le plus bas dans le ou les pays fournisseurs où règnent des conditions normales de concurrence. Il est entendu que, pour les produits qui sont vendus au-dessous de ce prix de base déjà établi, il sera procédé à une nouvelle enquête antidumping dans chaque cas particulier où les parties intéressées l'exigent et où leur exigence est appuyée par des éléments de preuve pertinents.

Dans les cas où il n'est pas constaté de dumping, les droits antidumping recouvrés seront restitués aussi rapidement que possible. En outre, s'il peut être constaté que le droit ainsi recouvré dépasse la marge effective de dumping, la partie du droit qui dépasse la marge sera restituée aussi rapidement que possible.

5. Il sera donné avis au public de toute constatation préliminaire ou finale, qu'elle soit positive ou négative, et de l'annulation d'une constatation. En cas de constatation positive, l'avis exposera les constatations et les conclusions établies sur tous les points de fait et de droit considérés comme pertinents par les autorités chargées de l'enquête, ainsi que les raisons ou le fondement desdites constatations et conclusions. En cas de constatation négative, l'avis donnera au moins les conclusions fondamentales et un résumé des raisons. Tous les avis de constatation seront communiqués à la ou aux Parties dont les produits feront l'objet de ladite constatation et aux exportateurs connus comme étant intéressés.

Article 9

Durée des droits antidumping

1. Les droits antidumping ne resteront en vigueur que le temps et dans la mesure nécessaires pour neutraliser le dumping qui cause un préjudice.

2. Les autorités chargées de l'enquête réexamineront la nécessité de maintenir le droit lorsque cela sera justifié, soit de leur propre initiative, soit à la demande de toute partie intéressée qui justifierait par des données positives la nécessité d'un tel réexamen.

Article 10

Mesures provisoires

1. Il ne pourra être pris de mesures provisoires que lorsqu'une constatation préliminaire positive aura établi l'existence d'un dumping et d'éléments de preuve suffisants du préjudice, comme il est prévu aux points a) à c) de l'article 5, paragraphe 1. Il ne sera appliqué de mesures provisoires que si les autorités concernées jugent qu'elles sont nécessaires pour empêcher qu'un préjudice ne soit causé pendant la durée de l'enquête.

2. Les mesures provisoires pourront prendre la forme d'un droit provisoire ou, de préférence, d'une garantie - dépôt en espèces ou cautionnement - égaux au montant du droit antidumping provisoirement estimé, lequel ne dépassera pas la marge de dumping provisoirement estimée. La suspension de l'évaluation en douane est une mesure provisoire appropriée, sous réserve que le droit normal et le montant estimé du droit antidumping soient indiqués et pour autant que la suspension de l'évaluation soit soumise aux mêmes conditions que les autres mesures provisoires.

3. Les mesures provisoires instituées seront limitées à une période aussi courte que possible, qui n'excédera pas quatre mois, ou, sur décision des autorités concernées, prise à la demande d'exportateurs contribuant pour un pourcentage important aux échanges en cause, à une période qui n'excédera pas six mois.

4. Les dispositions pertinentes de l'article 8 seront suivies lors de l'application de mesures provisoires.

Article 11

Rétroactivité

1. Des droits antidumping et des mesures provisoires ne seront appliqués qu'à des produits déclarés pour la mise à la consommation après la date à laquelle la décision prise conformément à l'article 8, paragraphe 1, et à l'article 10, paragraphe 1, respectivement, sera entrée en vigueur; toutefois:

i) en cas de constatation finale d'un préjudice (mais non d'une menace de préjudice, ni d'un retard sensible dans la création d'une branche de production), ou, dans le cas d'une constatation finale de menace de préjudice lorsque, en l'absence de ces mesures provisoires, l'effet des importations faisant l'objet d'un dumping aurait donné lieu à une constatation de préjudice, des droits antidumping pourront être perçus rétroactivement pour la période pendant laquelle les mesures provisoires, s'il en est, auront été appliquées;

si le droit antidumping fixé par la décision finale est supérieur au droit acquitté à titre provisoire, la différence ne sera pas recouvrée. Si le droit fixé par la décision finale est inférieur au droit provisoirement acquitté ou au montant estimé pour déterminer la garantie, la différence sera restituée ou le droit recalculé, selon le cas;

ii) lorsque, pour le produit en question faisant l'objet du dumping, les autorités détermineront

a) soit qu'un dumping causant un préjudice a été constaté dans le passé, soit que l'importateur savait ou aurait dû savoir que l'exportateur pratiquait le dumping et que ce dumping causerait un préjudice, et

b) que le préjudice est causé par un dumping sporadique (importations massives d'un produit faisant l'objet d'un dumping, effectuées en un temps relativement court) d'une ampleur telle que, pour l'empêcher de se reproduire, il apparaît nécessaire de percevoir rétroactivement un droit antidumping sur ces importations,

le droit pourra être perçu sur des produits déclarés pour la mise à la consommation quatre-vingt-dix jours au plus avant la date d'application des mesures provisoires.

2. Sauf dispositions du paragraphe 1 ci-dessus, en cas de constatation d'une menace de préjudice ou d'un retard sensible (sans qu'il y ait encore préjudice), un droit antidumping définitif ne pourra être institué qu'à compter de la date de la constatation de la menace de préjudice ou du retard sensible, et tout dépôt en espèces effectué au cours de la période d'application des mesures provisoires sera restitué et toute caution libérée avec diligence.

3. Lorsqu'une constatation finale est négative, tout dépôt en espèces effectué au cours de la période d'application des mesures provisoires sera restitué et toute caution libérée avec diligence.

Article 12

Mesures antidumping pour le compte d'un pays tiers

1. L'institution de mesures antidumping pour le compte d'un pays tiers sera demandée par les autorités de ce pays tiers.

2. Une telle demande s'appuiera sur des renseignements concernant les prix, montrant que les importations font l'objet d'un dumping, et sur des renseignements détaillés montrant que le dumping prétendu cause un préjudice à la branche de production nationale concernée du pays tiers. Le gouvernement du pays tiers prêtera tout son concours aux autorités du pays importateur pour qu'elles puissent obtenir tout complément d'information qu'elles estimeraient nécessaire.

3. Lorsqu'elles examineront une telle demande, les autorités du pays importateur prendront en considération les effets du dumping prétendu sur l'ensemble de la branche de production concernée dans le pays tiers; en d'autres termes, le préjudice ne sera pas évalué seulement en fonction de l'effet du dumping prétendu sur les exportations de la branche de production concernée vers le pays importateur, ou même sur les exportations totales de cette branche de production.

4. La décision de poursuivre l'affaire ou de la classer appartiendra au pays importateur. Si celui-ci décide qu'il est disposé à prendre des mesures, c'est à lui qu'appartiendra l'initiative de demander l'agrément des PARTIES CONTRACTANTES.

Article 13

Pays en voie de développement

Il est reconnu que les pays développés doivent prendre spécialement en considération la situation particulière des pays en voie de développement quand ils envisageront d'appliquer des mesures antidumping conformément au présent code. Les possibilités de solutions constructives prévues par le présent code seront explorées préalablement à l'application de droits antidumping lorsque ceux-ci porteraient atteinte aux intérêts essentiels de pays en voie de développement.

PARTIE II

Article 14

Comité des pratiques antidumping

1. Il sera institué, en vertu du présent accord, un comité des pratiques antidumping (ci-après dénommé "le comité"), composé de représentants de chacune des Parties. Le comité élira son président et se réunira au moins deux fois l'an, ainsi qu'à la demande de toute Partie conformément aux dispositions pertinentes du présent accord. Le comité exercera les attributions qui lui seront conférées en vertu du présent accord ou par les Parties; il donnera aux Parties la possibilité de procéder à des consultations sur toute question concernant l'application de l'accord ou la poursuite de ses objectifs. Le secrétariat du GATT assurera le secrétariat du comité.

2. Le comité pourra instituer les organes subsidiaires appropriés.

3. Dans l'exercice de leurs attributions, le comité et les organes subsidiaires pourront consulter toute source qu'ils jugeront appropriée et lui demander des renseignements. Toutefois, avant de demander des renseignements à une source relevant de la juridiction d'une Partie, le comité ou l'organe subsidiaire en informera la Partie en question. Il s'assurera le consentement de la Partie et de toute entreprise à consulter.

4. Les Parties présenteront sans délai au comité un rapport sur toutes leurs décisions préliminaires ou finales en matière de lutte contre le dumping. Les représentants des gouvernements pourront consulter ces rapports au secrétariat du GATT. Les Parties présenteront également des rapports semestriels sur toutes les décisions prises en matière de lutte contre le dumping au cours des six mois précédents.

Article 15[14]

Consultations, conciliation et règlement des différends

1. Chaque Partie examinera avec compréhension les représentations adressées par toute autre Partie et se prêtera à des consultations au sujet de ces représentations, lorsque celles-ci porteront sur une question concernant l'application du présent accord.

[14] Si des différends relatifs à des droits et obligations découlant du présent accord surviennent entre des Parties, celles-ci devraient épuiser les procédures de règlement des différends prévues dans ledit accord avant de faire valoir les droits qu'elles peuvent tenir de l'Accord général.

2. Dans le cas où une Partie considère qu'un avantage résultant pour elle directement ou indirectement du présent accord se trouve annulé ou compromis, ou que la réalisation de l'un des objectifs de l'accord est compromise, par une autre ou d'autres Parties, elle pourra, en vue d'arriver à un règlement mutuellement satisfaisant de la question, demander par écrit à tenir des consultations avec la ou les Parties en question. Chaque Partie examinera avec compréhension toute demande de consultations formulée par une autre Partie. Les Parties concernées engageront les consultations dans les moindres délais.

3. Dans le cas où une Partie considère que les consultations au titre des dispositions du paragraphe 2 n'ont pas permis d'arriver à une solution mutuellement convenue et où les autorités compétentes du pays importateur ont pris des mesures de caractère final en vue de percevoir des droits antidumping définitifs ou d'accepter des engagements en matière de prix, ladite Partie pourra porter la question devant le comité pour conciliation. Lorsqu'une mesure provisoire a une incidence notable et qu'une Partie estime que l'adoption de cette mesure est contraire aux dispositions de l'article 10, paragraphe 1, du présent accord, la Partie concernée pourra également porter la question devant le comité pour conciliation. Dans les cas où des questions sont portées devant le comité pour conciliation, le comité se réunira dans les trente jours pour les examiner et prêtera ses bons offices pour encourager les Parties en cause à élaborer une solution mutuellement acceptable.[15]

4. Pendant toute la période de conciliation, les Parties n'épargneront aucun effort en vue d'arriver à une solution mutuellement satisfaisante.

5. Si une solution mutuellement convenue n'a pu intervenir dans un délai de trois mois après examen détaillé effectué par le comité conformément au paragraphe 3, le comité, à la demande de toute partie au différend, instituera un groupe spécial ("panel") qu'il chargera d'examiner la question, en se fondant

a) sur un exposé écrit dans lequel la Partie dont émane la demande indiquera comment un avantage résultant pour elle directement ou indirectement du présent accord s'est trouvé annulé ou compromis, ou comment la réalisation des objectifs de l'accord est compromise, et

b) sur les faits communiqués aux autorités appropriées du pays importateur conformément à ses procédures internes.

[15] A cet égard, le comité pourra appeler l'attention des Parties sur les cas où, à son avis, aucune justification raisonnable n'existe à l'appui des allégations présentées.

6. Les renseignements confidentiels communiqués au groupe spécial ne seront pas divulgués sans l'autorisation formelle de la personne ou de l'autorité qui les aura fournis. Lorsque ces renseignements seront demandés au groupe spécial, mais que la divulgation par celui-ci n'en sera pas autorisée, il en sera remis un résumé non confidentiel autorisé par l'autorité ou la personne qui les aura fournis.

7. Outre les dispositions des paragraphes 1 à 6 ci-dessus, le règlement des différends sera régi, mutatis mutandis, par les dispositions du Mémorandum d'accord concernant les notifications, les consultations, le règlement des différends et la surveillance. Les membres des groupes spéciaux auront une expérience des questions traitées et seront choisis parmi les Parties qui ne sont pas parties au différend.

PARTIE III

Article 16

Dispositions finales

1. Il ne pourra être pris aucune mesure particulière contre le dumping des exportations d'une autre Partie, si ce n'est conformément aux dispositions de l'Accord général, tel qu'il est interprété par le présent accord.[16]

Acceptation et accession

2. a) Le présent accord sera ouvert à l'acceptation, par voie de signature ou autrement, des gouvernements qui sont parties contractantes à l'Accord général et de la Communauté économique européenne.

b) Le présent accord sera ouvert à l'acceptation, par voie de signature ou autrement, des gouvernements qui ont accédé à titre provisoire à l'Accord général, à des conditions, se rapportant à l'application effective des droits et obligations qui résultent du présent accord, qui tiendront compte des droits et obligations énoncés dans leurs instruments d'accession provisoire.

c) Le présent accord sera ouvert à l'accession de tout autre gouvernement, à des conditions, se rapportant à l'application effective des droits et obligations qui résultent du présent accord, à convenir entre ce gouvernement et les Parties, par dépôt auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général d'un instrument d'accession énonçant les conditions ainsi convenues.

d) En ce qui concerne l'acceptation, les dispositions du paragraphe 5, alinéas a) et b), de l'article XXVI de l'Accord général seront applicables.

Réserves

3. Il ne pourra être formulé de réserves en ce qui concerne des dispositions du présent accord sans le consentement des autres Parties.

Entrée en vigueur

4. Le présent accord entrera en vigueur le 1er janvier 1980 pour les gouvernements[17] qui l'auront accepté ou qui y auront accédé à cette date.

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[16] Cette disposition ne vise pas à empêcher que des mesures soient prises dans les cas appropriés au titre d'autres dispositions pertinentes de l'Accord général.

[17] Le terme "gouvernement" est réputé comprendre les autorités compétentes de la Communauté économique européenne.

Pour tout autre gouvernement, il entrera en vigueur le trentième jour qui suivra celui de son acceptation ou de son accession.

Dénonciation de l'accord de 1967

5. L'acceptation du présent accord entraînera la dénonciation de l'accord relatif à la mise en oeuvre de l'article VI de l'Accord général sur les tarifs douaniers et le commerce, fait à Genève le 30 juin 1967 et entré en vigueur le 1er juillet 1968, pour les Parties audit accord de 1967. Cette dénonciation prendra effet pour chaque Partie au présent accord à la date d'entrée en vigueur dudit accord pour chacune de ces Parties.

Législation nationale

6. a) Chaque gouvernement qui acceptera le présent accord ou qui y accédera prendra toutes les mesures nécessaires, de caractère général ou particulier, pour assurer, au plus tard à la date où ledit accord entrera en vigueur en ce qui le concerne, la conformité de ses lois, règlements et procédures administratives avec les dispositions dudit accord, dans la mesure où elles pourront s'appliquer à la Partie en question.

b) Chaque Partie informera le comité de toute modification apportée à ses lois et règlements en rapport avec les dispositions du présent accord, ainsi qu'à l'administration de ces lois et règlements.

Examen

7. Le comité procédera chaque année à un examen de la mise en oeuvre et de l'application du présent accord, en tenant compte de ses objectifs. Le comité informera chaque année les PARTIES CONTRACTANTES à l'Accord général des faits intervenus pendant la période sur laquelle portera cet examen.

Amendements

8. Les Parties pourront modifier le présent accord eu égard, notamment, à l'expérience de sa mise en oeuvre. Lorsqu'un amendement aura été approuvé par les Parties conformément aux procédures établies par le comité, il n'entrera en vigueur à l'égard d'une Partie que lorsque celle-ci l'aura accepté.

Dénonciation

9. Toute Partie pourra dénoncer le présent accord. La dénonciation prendra effet à l'expiration d'un délai de soixante jours à compter de celui où le Directeur général des PARTIES CONTRACTANTES à l'Accord général en aura reçu notification par écrit. Dès réception de cette notification, toute Partie pourra demander la réunion immédiate du comité.

Non-application du présent accord entre des Parties

10. Le présent accord ne s'appliquera pas entre deux Parties si l'une ou l'autre de ces Parties, au moment de son acceptation ou de son accession, ne consent pas à cette application.

Secrétariat

11. Le secrétariat du GATT assurera le secrétariat du présent accord.

Dépôt

12. Le présent accord sera déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général, qui remettra dans les moindres délais à chaque Partie au présent accord et à chaque partie contractante à l'Accord général une copie certifiée conforme de l'accord et de tout amendement qui y aura été apporté conformément au paragraphe 8, ainsi qu'une notification de chaque acceptation ou accession conformément au paragraphe 2, et de chaque dénonciation conformément au paragraphe 9, du présent article.

Enregistrement

13. Le présent accord sera enregistré conformément aux dispositions de l'article 102 de la Charte des Nations Unies.

Fait à Genève le douze avril mil neuf cent soixante-dix-neuf, en un seul exemplaire, en langues française, anglaise et espagnole, les trois textes faisant foi.

ACUERDO RELATIVO A LA APLICACIÓN DEL ARTÍCULO VI DEL ACUERDO GENERAL SOBRE ARANCELES ADUANEROS Y COMERCIO

Las Partes en el presente Acuerdo (en adelante denominadas "Partes"),

Reconociendo que las prácticas antidumping no deben constituir un obstáculo injustificable para el comercio internacional y que sólo pueden aplicarse derechos antidumping contra el dumping cuando éste cause o amenace causar un daño importante a una producción* existente o si retrasa sensiblemente la creación de una producción;

Considerando que es conveniente establecer un procedimiento equitativo y abierto que sirva de base para un examen completo de los casos de dumping;

Teniendo en cuenta las necesidades especiales de los países en desarrollo por lo que respecta a su comercio, desarrollo y finanzas;

Deseando interpretar las disposiciones del artículo VI del Acuerdo General sobre Aranceles Aduaneros y Comercio (denominado en adelante "Acuerdo General" o "GATT") y fijar normas para su aplicación, con objeto de que ésta tenga mayor uniformidad y certeza, y

Deseando establecer disposiciones para la solución rápida, eficaz y equitativa de las diferencias que puedan surgir con motivo del presente Acuerdo,

Convienen en lo siguiente:

PARTE I - CÓDIGO ANTIDUMPING

Artículo 1

Principios

El establecimiento de un derecho antidumping es una medida que únicamente debe adoptarse en las circunstancias previstas en el artículo VI del Acuerdo General y en virtud de una investigación iniciada[1] y realizada de conformidad con las disposiciones del presente Código. Las siguientes disposiciones regirán la aplicación del artículo VI del Acuerdo General siempre que se tomen medidas de conformidad con las leyes o reglamentos antidumping.

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*En este Acuerdo, el término "producción" se entiende en el sentido del artículo VI, párrafo 1, del Acuerdo General.

[1]En el presente Acuerdo se entiende por "iniciación de una investigación" el trámite por el que una Parte inicia o comienza formalmente una investigación según lo dispuesto en el párrafo 6 del artículo 6.

Artículo 2

Determinación de la existencia de dumping

1. A los efectos del presente Código, se considerará que un producto es objeto de dumping, es decir, que se introduce en el mercado de otro país a un precio inferior a su valor normal, cuando su precio de exportación al exportarse de un país a otro sea menor que el precio comparable, en el curso de operaciones comerciales normales, de un producto similar destinado al consumo en el país exportador.

2. En todo el presente Código se entenderá que la expresión "producto similar" ("like product") significa un producto que sea idéntico, es decir, igual en todos los aspectos al producto de que se trate, o, cuando no exista ese producto, otro producto que, aunque no sea igual en todos los aspectos, tenga características muy parecidas a las del producto considerado.

3. En caso de que los productos no se importen directamente del país de origen, sino que se exporten al país de importación desde un tercer país, el precio al que se vendan los productos desde el país de exportación al país de importación se comparará, por lo general, con el precio comparable en el país de exportación. Sin embargo, podrá hacerse la comparación con el precio del país de origen cuando, por ejemplo, los productos transiten simplemente por el país de exportación, o cuando esos productos no se produzcan o no exista un precio comparable para ellos en el país de exportación.

4. Cuando el producto similar no sea objeto de ventas en el curso de operaciones comerciales normales en el mercado interior del país exportador o cuando, a causa de la situación especial del mercado, tales ventas no permitan una comparación adecuada, el margen de dumping se determinará mediante la comparación con un precio comparable del producto similar cuando éste se exporte a un tercer país, que podrá ser el precio de exportación más alto, pero que deberá ser un precio representativo, o con el coste de producción en el país de origen más una cantidad razonable por concepto de gastos administrativos, de venta y de cualquier otro tipo así como por concepto de beneficios. Por regla general, la cuantía del beneficio no será superior al beneficio habitualmente obtenido en la venta de productos de la misma categoría general en el mercado interior del país de origen.

5. Cuando no exista precio de exportación, o cuando, a juicio de las autoridades[2] interesadas, el precio de exportación no sea fiable por existir una asociación o un arreglo compensatorio entre el exportador y el importador

[2] Cuando se utiliza en el presente Código el término "autoridades", deberá interpretarse en el sentido de autoridades de un nivel superior adecuado.

o un tercero, el precio de exportación podrá calcularse sobre la base del precio al que los productos importados se revendan por primera vez a un comprador independiente o, si los productos no se revendiesen a un comprador independiente o no lo fueran en el mismo estado en que se importaron, sobre una base razonable que las autoridades determinen.

6. Con el fin de realizar una comparación equitativa entre el precio de exportación y el precio interior del país exportador (o del país de origen) o, en su caso, el precio determinado de conformidad con las disposiciones del apartado b) del párrafo 1 del artículo VI del Acuerdo General, los dos precios se compararán en el mismo nivel comercial, normalmente el nivel "en fábrica", y sobre la base de ventas efectuadas en fechas lo más próximas posible. Se tendrán debidamente en cuenta en cada caso, según sus circunstancias particulares, las diferencias en las condiciones de venta, las de tributación y las demás diferencias que influyan en la comparabilidad de los precios. En los casos previstos en el párrafo 5 del presente artículo se deberán tener en cuenta también los gastos, con inclusión de los derechos e impuestos, en que se incurra entre la importación y la reventa, así como los beneficios correspondientes.

7. El presente artículo se entiende sin perjuicio de lo establecido en la segunda disposición suplementaria del párrafo 1 del artículo VI del Acuerdo General, contenida en su anexo I.

Artículo 3

Determinación de la existencia de daño[3]*

1. La determinación de la existencia de daño a los efectos del artículo VI del Acuerdo General se basará en pruebas positivas y comprenderá un examen objetivo: a) del volumen de las importaciones objeto de dumping y su efecto en los precios de productos similares en el mercado interno y b) de los efectos consiguientes de esas importaciones sobre los productores nacionales de tales productos.

2. Con respecto al volumen de las importaciones objeto de dumping, la autoridad investigadora tendrá en cuenta si ha habido un aumento considerable de las importaciones objeto de dumping, en términos absolutos o en relación con la producción o el consumo del país importador. Con respecto a los

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[3] En el presente Código se entenderá por "daño", salvo indicación en contrario, un daño importante causado a una producción nacional, una amenaza de daño importante a una producción nacional o un retraso sensible en la creación de esta producción, y dicho término deberá interpretarse de conformidad con las disposiciones del presente artículo.

* En el presente Acuerdo, el término "daño" designa el concepto expresado con la palabra "perjuicio" ("injury") en la actual versión española del artículo VI del Acuerdo General. (Esta nota sólo concierne al texto español.)

efectos de las importaciones objeto de dumping sobre los precios, la autoridad investigadora tendrá en cuenta si se ha puesto a las importaciones objeto de dumping un precio considerablemente inferior al de un producto similar del país importador, o bien si de otro modo el efecto de tales importaciones es hacer bajar los precios en medida considerable o impedir en medida considerable la subida que en otro caso se hubiera producido. Ninguno de estos factores aisladamente ni varios de ellos juntos bastarán necesariamente para obtener una orientación decisiva.

3. El examen de los efectos sobre la producción de que se trate incluirá una evaluación de todos los factores e índices económicos pertinentes que influyan en el estado de esa producción, tales como la disminución actual y potencial del volumen de producción, las ventas, la participación en el mercado, los beneficios, la productividad, el rendimiento de las inversiones o la utilización de la capacidad; los factores que repercutan en los precios internos; los efectos negativos actuales o potenciales en el flujo de caja ("cash flow"), las existencias, el empleo, los salarios, el crecimiento, la capacidad de reunir capital o la inversión. Esta enumeración no es exhaustiva, y ninguno de esos factores aisladamente ni varios de ellos juntos bastarán necesariamente para obtener una orientación decisiva.

4. Habrá de demostrarse que, por los efectos[4] del dumping, las importaciones objeto de dumping causan daño en el sentido del presente Código. Podrá haber otros factores[5] que al mismo tiempo perjudiquen a la producción, y los daños causados por ellos no se habrán de atribuir a las importaciones objeto de dumping.

5. El efecto de las importaciones objeto de dumping se evaluará en relación con la producción nacional del producto similar cuando los datos disponibles permitan identificarla separadamente con arreglo a criterios tales como: el proceso de producción, el resultado de las ventas de los productores, los beneficios. Cuando la producción nacional del producto similar no tenga una identidad separada con arreglo a dichos criterios, el efecto de las importaciones objeto de dumping se evaluará examinando la producción del grupo o gama más restringido de productos que incluya el producto similar y a cuyo respecto pueda proporcionarse la información necesaria.

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[4] Según se enuncian en los párrafos 2 y 3 del presente artículo.

[5] Estos factores podrán ser, entre otros, el volumen y los precios de las importaciones no vendidas a precios de dumping, la contracción de la demanda o variaciones en la estructura del consumo, las prácticas comerciales restrictivas de los productores extranjeros y nacionales y la competencia entre ellos, la evolución de la tecnología y los resultados de la actividad exportadora y la productividad de la producción nacional.

6. La determinación de la existencia de una amenaza de daño se basará en hechos y no simplemente en alegaciones, conjeturas o posibilidades remotas. La modificación de las circunstancias que daría lugar a una situación en la cual el dumping causaría un daño deberá ser claramente prevista e inminente.[6]

7. Por lo que respecta a los casos en que las importaciones objeto de dumping amenacen causar un daño, la aplicación de medidas antidumping se estudiará y decidirá con especial cuidado.

Artículo 4

Definición del término "producción"

1. A los efectos de la determinación del daño, la expresión "producción nacional" se entenderá en el sentido de abarcar el conjunto de los productores nacionales de los productos similares, o aquellos de entre ellos cuya producción conjunta constituya una parte principal de la producción nacional total de dichos productos. No obstante:

i) cuando unos productores estén vinculados[7] a los exportadores o a los importadores o sean ellos mismos importadores del producto objeto del supuesto dumping, el término "producción" podrá interpretarse en el sentido de referirse al resto de los productores;

ii) en circunstancias excepcionales, el territorio de una Parte podrá estar dividido, a los efectos de la producción de que se trate, en dos o más mercados competidores y los productores de cada mercado podrán ser considerados como una producción distinta si: a) los productores de ese mercado venden la totalidad o la casi totalidad de su producción del producto de que se trate en ese mercado, y b) en ese mercado la demanda no está cubierta en grado sustancial por productores del producto de que se trate situados en otro lugar del territorio. En estas circunstancias, se podrá

[6] Un ejemplo de ello, si bien de carácter no exclusivo, es que existan razones convincentes para creer que en el futuro inmediato habrá un aumento sustancial de las importaciones del producto a precios de dumping.

[7] Las Partes deberán llegar a un acuerdo sobre la definición del término "vinculado" a los efectos del presente Código.

considerar que existe daño incluso cuando no resulte perjudicada una porción importante de la producción nacional total siempre que haya una concentración de importaciones objeto de dumping en ese mercado aislado y, además, siempre que las importaciones objeto de dumping causen daño a los productores de la totalidad o la casi totalidad de la producción en ese mercado.

2. Cuando se haya interpretado que el término "producción" se refiere a los productores de cierta zona, es decir, un mercado según la definición del párrafo 1, apartado ii), del presente artículo, los derechos antidumping sólo se percibirán[8] sobre los productos de que se trate que vayan consignados a esa zona para consumo final. Cuando el derecho constitucional del país importador no permita la percepción de derechos antidumping en estas condiciones, la Parte importadora podrá percibir los derechos antidumping sin limitación, solamente si: 1) se ha dado a los exportadores la oportunidad de dejar de exportar a precios de dumping a la zona interesada o de dar seguridades con arreglo al artículo 7 del presente Código, y no se han dado prontamente seguridades suficientes a este respecto, y si 2) dichos derechos no se pueden percibir únicamente sobre productores determinados que abastezcan la zona de que se trate.

3. Cuando dos o más países hayan alcanzado, de conformidad con las disposiciones del apartado a) del párrafo 8 del artículo XXIV del Acuerdo General, un grado de integración tal que ofrezcan las características de un solo mercado unificado, se considerará que la producción de toda la zona integrada es la producción contemplada en el párrafo 1 del presente artículo.

4. Las disposiciones del párrafo 5 del artículo 3 serán aplicables al presente artículo.

Artículo 5

Iniciación y procedimiento de la investigación

1. La investigación encaminada a determinar la existencia, el grado y los efectos de un supuesto dumping se iniciará normalmente previa solicitud escrita hecha por la producción[9] afectada o en nombre de ella. Con la solicitud se incluirán suficientes pruebas de la existencia de: a) dumping; b) un daño en el sentido del artículo VI del Acuerdo General según se interpreta en

[8] En el presente Código, con el término "percibir" se designa la liquidación o la recaudación definitivas de un derecho o gravamen por la autoridad competente.

[9] Según se define en el artículo 4.

el presente Código y c) una relación causal entre las importaciones objeto de dumping y el supuesto daño. Si, en circunstancias especiales, la autoridad interesada decide iniciar una investigación sin haber recibido esa solicitud, sólo la llevará adelante cuando tenga pruebas suficientes sobre todos los puntos enumerados en los incisos a) a c).

2. Al iniciarse una investigación, y de ahí en adelante, deberán examinarse simultáneamente tanto las pruebas de dumping como del daño por él causado. En todo caso, las pruebas del dumping y del daño se examinarán simultáneamente: a) en el momento de decidir si se autoriza la iniciación de una investigación y b) posteriormente, durante el curso de la investigación, a más tardar desde la fecha más temprana en que, de conformidad con las disposiciones de este Código, puedan comenzar a aplicarse medidas provisionales, excepto en los casos previstos en el párrafo 3 del artículo 10, en los que las autoridades acepten la solicitud de los exportadores.

3. Las autoridades interesadas rechazarán la solicitud y pondrán fin a la investigación sin demora en cuanto estén convencidas de que no existen pruebas suficientes del dumping o del daño que justifiquen la continuación del procedimiento relativo al caso. Cuando el margen de dumping, el volumen de las importaciones actuales o potenciales objeto de dumping o el daño sean insignificantes, se deberá poner fin inmediatamente a la investigación.

4. El procedimiento antidumping no será obstáculo para el despacho de aduana.

5. Salvo en circunstancias excepcionales, las investigaciones deberán haber concluido al año de su iniciación.

Artículo 6

Pruebas

1. Los proveedores extranjeros y todas las demás partes interesadas disfrutarán de amplia oportunidad para presentar por escrito todas las pruebas que consideren útiles por lo que se refiere a la investigación antidumping de que se trate. Tendrán también derecho, previa justificación, a presentar pruebas oralmente.

2. Las autoridades interesadas darán al reclamante y a los importadores y exportadores que se sepa están interesados, así como a los gobiernos de los países exportadores, la oportunidad de examinar toda la información pertinente para la presentación de sus argumentos que no sea confidencial conforme a los términos del párrafo 3 del presente artículo y que dichas autoridades utilicen en una investigación antidumping; les darán también la oportunidad de preparar su alegato sobre la base de esa información.

3. Toda información que, por su naturaleza, sea confidencial (por ejemplo, porque su divulgación significaría una ventaja sensible para un competidor o tendría un efecto sensiblemente desfavorable para la persona que proporcione la información o para un tercero del que la haya recibido) o que las partes en una investigación antidumping faciliten con carácter confidencial, será, previa justificación al respecto, tratada como tal por la autoridad investigadora. Dicha información no será revelada sin autorización expresa de la parte que la haya facilitado.[10] A las partes que proporcionen información confidencial podrá pedírseles que suministren resúmenes no confidenciales de la misma. En caso de que estas partes señalen que dicha información no puede ser resumida, deberán exponer las razones de tal imposibilidad.

4. Sin embargo, si las autoridades interesadas concluyen que una petición de que se considere confidencial una información no está justificada, y si la persona que la haya proporcionado no quiere hacerla pública ni autorizar su divulgación en términos generales o resumidos, las autoridades podrán no tener en cuenta esa información, a menos que se les demuestre de manera convincente, de fuente apropiada, que la información es exacta.[11]

5. Con el fin de verificar la información recibida, o de obtener detalles más completos, las autoridades podrán realizar investigaciones en otros países según sea necesario, siempre que obtengan la conformidad de las empresas interesadas y que lo notifiquen a los representantes del gobierno del país de que se trate, y a condición de que este último no se oponga a la investigación.

6. Cuando las autoridades competentes estén convencidas de que existen pruebas suficientes para justificar la iniciación de una investigación antidumping con arreglo al artículo 5, lo notificarán a la Parte o Partes cuyos productos vayan a ser objeto de tal investigación, a los exportadores e importadores de cuyo interés tengan conocimiento las autoridades investigadoras, y a los reclamantes, y se publicará el correspondiente aviso.

7. Durante toda la investigación antidumping, todas las partes tendrán plena oportunidad de defender sus intereses. A este fin, las autoridades interesadas darán a todas las partes directamente interesadas, previa solicitud, la oportunidad de reunirse con aquellas partes que tengan intereses contrarios para que puedan exponerse tesis opuestas y argumentos refutatorios. Al

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[10] Las Partes son conscientes de que, en el territorio de algunas Partes, podrá ser necesario revelar una información en cumplimiento de una providencia precautoria concebida en términos muy precisos.

[11] Las Partes acuerdan que no deberán rechazarse arbitrariamente las peticiones de que se considere confidencial una información.

proporcionar esa oportunidad, se habrá de tener en cuenta la necesidad de salvaguardar el carácter confidencial de las informaciones y la conveniencia de las partes. Ninguna parte estará obligada a asistir a una reunión, y su ausencia no irá en detrimento de su causa.

8. En los casos en que una parte interesada niegue el acceso a la información necesaria o no la facilite dentro de un plazo prudencial o entorpezca sensiblemente la investigación podrán formularse conclusiones[12] preliminares o definitivas, positivas o negativas, sobre la base de los hechos de que se tenga conocimiento.

9. Las disposiciones del presente artículo no tienen por objeto impedir a las autoridades de ninguna Parte proceder con prontitud a la iniciación de una investigación o a la formulación de conclusiones preliminares o definitivas, positivas o negativas, ni impedirles aplicar medidas provisionales o definitivas, de conformidad con las disposiciones pertinentes del presente Código.

Artículo 7

Compromisos relativos a los precios

1. Se podrán[13] suspender o dar por terminados los procedimientos sin adopción de medidas provisionales o aplicación de derechos antidumping si el exportador comunica que asume voluntariamente compromisos satisfactorios de revisar sus precios o de cesar la exportación a la zona de que se trate a precios de dumping, de modo que las autoridades queden convencidas de que se elimina el efecto perjudicial del dumping. Los aumentos de precios estipulados en dichos compromisos no serán superiores a lo necesario para compensar el margen de dumping.

2. No se recabarán ni se aceptarán de los exportadores compromisos en materia de precios excepto en el caso de que las autoridades del país importador hayan iniciado una investigación de conformidad con las disposiciones del artículo 5 del presente Código. No será necesario aceptar los compromisos ofrecidos si las autoridades consideran que no sería realista tal aceptación, por ejemplo, porque el número de los exportadores actuales o potenciales sea demasiado grande, o por otros motivos.

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[12] Teniendo en cuenta la diferente terminológía utilizada en los distintos países, en adelante se entenderá por "conclusión" una decisión o fallo formal.

[13] La palabra "podrán" no se interpretará en el sentido de que se permite continuar los procedimientos simultáneamente con la aplicación de los compromisos relativos a los precios, salvo en los casos previstos en el párrafo 3.

3. Aunque se acepten los compromisos, la investigación del daño se llevará a término cuando así lo desee el exportador o así lo decidan las autoridades. En tal caso, si se falla que no existe daño ni amenaza de daño, el compromiso quedará extinguido automáticamente, salvo en los casos en que el fallo de que no hay amenaza de daño se base en gran medida en la existencia de un compromiso en materia de precios. En tales casos, las autoridades interesadas podrán exigir que se mantenga el compromiso durante un período prudencial conforme con las disposiciones del presente Código.

4. Las autoridades del país importador podrán sugerir compromisos en materia de precios, pero ningún exportador será obligado a aceptarlos. El hecho de que un exportador no ofrezca tales compromisos o no acepte la invitación de hacerlo no prejuzgará en modo alguno el examen del asunto. Sin embargo, las autoridades tendrán la libertad de fallar que una amenaza de daño puede con mayor probabilidad llegar a ser efectiva si continúan las exportaciones objeto de dumping.

5. Las autoridades de un país importador podrán pedir a cualquier exportador del que se hayan aceptado compromisos que suministre periódicamente información relativa al cumplimiento de tales compromisos y que permita la verificación de los datos pertinentes. En caso de incumplimiento de compromisos, las autoridades del país importador podrán, en virtud del presente Código y de conformidad con lo estipulado en él, adoptar con prontitud disposiciones que podrán consistir en la aplicación inmediata de medidas provisionales sobre la base de las mejores informaciones disponibles. En tales casos podrán percibirse derechos definitivos al amparo del presente Código sobre las mercancías declaradas a consumo noventa días como máximo antes de la aplicación de tales medidas provisionales, pero no podrá procederse a ninguna percepción retroactiva de esa índole sobre las importaciones declaradas antes del incumplimiento del compromiso.

6. El plazo de vigencia de los compromisos no será superior al que puedan tener los derechos antidumping con arreglo al presente Código. Cuando ello esté justificado, las autoridades del país importador examinarán la necesidad del mantenimiento de cualquier compromiso en materia de precios, por propia iniciativa o a petición de exportadores o importadores interesados del producto de que se trate, que presenten informaciones positivas probatorias de la necesidad de tal examen.

7. Cuando de conformidad con lo dispuesto en el párrafo 1 del presente artículo se haya suspendido o dado por terminada una investigación antidumping, o cuando expire un compromiso, este hecho se notificará oficialmente y será publicado. En los avisos correspondientes se harán constar al menos las conclusiones fundamentales y un resumen de las razones que las justifiquen.

Artículo 8

Establecimiento y percepción de derechos antidumping

1. La decisión de establecer o no establecer un derecho antidumping en los casos en que se han cumplido todos los requisitos para su establecimiento, y la decisión de fijar la cuantía del derecho antidumping en un nivel igual o inferior a la totalidad del margen de dumping, habrán de adoptarlas las autoridades del país o territorio aduanero importador. Es deseable que el establecimiento del derecho sea facultativo en todos los países o territorios aduaneros Partes en el presente Acuerdo, y que el derecho sea inferior al margen, si este derecho inferior basta para eliminar el daño a la producción nacional.

2. Cuando se haya establecido un derecho antidumping con respecto a un producto, ese derecho se percibirá en la cuantía apropiada a cada caso y sin discriminación sobre las importaciones de ese producto, cualquiera que sea su procedencia, respecto de las cuales se haya concluido que son objeto de dumping y causan daño, a excepción de las importaciones procedentes de fuentes de las que se hayan aceptado compromisos en materia de precios en virtud de lo establecido en el presente Código. Las autoridades designarán al proveedor o proveedores del producto de que se trate. Sin embargo, si estuviesen implicados varios proveedores pertenecientes a un mismo país y resultase imposible en la práctica designar a todos ellos, las autoridades podrán designar el país proveedor de que se trate. Si estuviesen implicados varios proveedores pertenecientes a más de un país, las autoridades podrán designar a todos los proveedores implicados o, en caso de que esto sea impracticable, todos los países proveedores implicados.

3. La cuantía del derecho antidumping no deberá exceder del margen de dumping determinado de conformidad con el artículo 2. Por lo tanto, si con posterioridad a la aplicación del derecho antidumping se concluye que el derecho percibido rebasa el margen real de dumping, la parte del derecho que exceda del margen será devuelta con la mayor rapidez posible.

4. Dentro de un sistema de precios básicos, regirán las reglas siguientes, siempre que su aplicación sea compatible con las demás disposiciones del presente Código.

Si se hallan implicados varios proveedores pertenecientes a uno o varios países, podrán establecerse derechos antidumping sobre las importaciones del producto considerado que procedan de ese país o países y respecto de las cuales se haya concluido que han sido objeto de dumping y están causando un daño, debiendo ser el derecho equivalente a la cuantía en que el precio de exportación resulte inferior al precio básico fijado con este fin, pero sin que este último pueda exceder del precio normal más bajo en el país o países proveedores en los que prevalezcan condiciones normales de competencia. Queda entendido que, para los productos que se vendan por debajo de este precio básico ya establecido, se realizará una nueva investigación antidumping en cada caso particular, cuando así lo pidan las partes interesadas y la petición se apoye en pruebas pertinentes. En los

casos en que no se concluya que existe dumping, los derechos antidumping percibidos serán devueltos lo más rápidamente posible. Además, si puede concluirse que el derecho percibido rebasa el margen real de dumping, se devolverá con la mayor rapidez posible la parte del derecho que exceda de ese margen.

5. Se dará aviso público de todas las conclusiones, preliminares o definitivas, positivas o negativas, o de su revocación. En caso de ser positivas, en el aviso se harán constar las conclusiones y constataciones a que se haya llegado sobre todas las cuestiones de hecho y de derecho que la autoridad investigadora considere pertinentes, así como las razones o la base en que se fundamenten. En caso de ser negativas, en el aviso figurarán por lo menos las conclusiones básicas y un resumen de las razones que las sustenten. Todos los avisos de conclusiones se enviarán a la Parte o Partes cuyos productos sean objeto de la conclusión de que se trate, así como a los exportadores que se sepa están interesados.

Artículo 9

Duración de los derechos antidumping

1. Un derecho antidumping sólo permanecerá en vigor durante el tiempo y en la medida necesarios para contrarrestar el dumping que esté causando daño.

2. Cuando ello esté justificado, la autoridad investigadora examinará la necesidad de mantener el derecho, por propia iniciativa o a petición de cualquier parte interesada que presente informaciones positivas probatorias de la necesidad del examen.

Artículo 10

Medidas provisionales

1. Sólo se podrán adoptar medidas provisionales después de que se haya llegado a la conclusión preliminar de que existe dumping y de que hay pruebas suficientes de daño, según lo dispuesto en los apartados a) a c) del párrafo 1 del artículo 5. No se aplicarán medidas provisionales a menos que las autoridades interesadas juzguen que son necesarias para impedir que se cause daño durante el período de la investigación.

2. Las medidas provisionales podrán tomar la forma de un derecho provisional o, preferentemente, una garantía -mediante depósito en efectivo o fianza- igual a la cuantía provisionalmente estimada del derecho antidumping, que no podrá exceder del margen de dumping provisionalmente estimado. La suspensión de la valoración en aduana será una medida provisional adecuada, siempre que se indiquen el derecho normal y la cuantía estimada del derecho antidumping y que la suspensión de la valoración se someta a las mismas condiciones que las demás medidas provisionales.

3. Las medidas provisionales se establecerán por el período más breve posible, que no podrá exceder de cuatro meses o, por decisión de las autoridades interesadas, a petición de exportadores que representen una proporción importante de los intercambios de que se trate, por un período que no excederá de seis meses.

4. En el establecimiento de medidas provisionales, se seguirán las disposiciones pertinentes del artículo 8.

Artículo 11

Retroactividad

1. Sólo se aplicarán derechos antidumping y medidas provisionales a los productos que se declaren a consumo después de la fecha en que entre en vigor la decisión adoptada de conformidad con el párrafo 1 del artículo 8 y el párrafo 1 del artículo 10 respectivamente; no obstante:

i) cuando se llegue a la conclusión definitiva de que existe un daño (pero no una amenaza de daño o de retraso sensible en la creación de una producción), o cuando se llegue a la conclusión definitiva de que existe una amenaza de daño y además el efecto de las importaciones objeto de dumping sea tal que, de no haberse aplicado medidas provisionales, se habría llegado a la conclusión de que existía un daño, se podrán percibir retroactivamente derechos antidumping por el período en que se hayan aplicado las medidas provisionales;

si el derecho antidumping fijado en la decisión definitiva es superior al derecho satisfecho provisionalmente, no se exigirá la diferencia. Si el derecho fijado en la decisión definitiva es inferior al satisfecho provisionalmente o a la cuantía estimada para fijar la garantía, se devolverá la diferencia o se calculará de nuevo el derecho, según sea el caso;

ii) cuando, en relación con el producto objeto de dumping considerado, las autoridades determinen:

a) que hay antecedentes de dumping causante de daño, o que el importador sabía, o debía haber sabido, que el exportador practicaba el dumping y que éste causaría daño, y

b) que el daño se debe a un dumping esporádico (importaciones masivas de un producto objeto de dumping, efectuadas en un período relativamente corto) de una amplitud tal que, para impedir que vuelva a producirse, resulta necesario percibir retroactivamente un derecho antidumping sobre esas importaciones,

el derecho podrá percibirse sobre los productos que se hayan declarado a consumo noventa días como máximo antes de la fecha de aplicación de las medidas provisionales.

2. A reserva de lo dispuesto en el párrafo 1 del presente artículo, cuando se llegue a la conclusión de que existe una amenaza de daño o retraso sensible (sin que se haya producido todavía el daño) sólo se podrá establecer un derecho antidumping definitivo a partir de la fecha de la conclusión de que existe una amenaza de daño o retraso sensible y se procederá con prontitud a restituir todo depósito en efectivo hecho durante el período de aplicación de las medidas provisionales y a liberar toda fianza prestada.

3. Cuando la conclusión definitiva sea negativa, se procederá con prontitud a restituir todo depósito en efectivo hecho durante el período de aplicación de las medidas provisionales y a liberar toda fianza prestada.

Artículo 12

Medidas antidumping a favor de un tercer país

1. La solicitud de que se adopten medidas antidumping a favor de un tercer país habrán de presentarla las autoridades del tercer país que solicite la adopción de esas medidas.

2. Tal solicitud habrá de ir apoyada con datos sobre los precios que muestren que las importaciones son objeto de dumping, y con información detallada que muestre que el supuesto dumping causa daño a la producción nacional de que se trate del tercer país. El gobierno del tercer país prestará todo su concurso a las autoridades del país importador para obtener cualquier información complementaria que aquéllas puedan necesitar.

3. Las autoridades del país importador, cuando examinen una solicitud de este tipo, considerarán los efectos del supuesto dumping en el conjunto de la producción de que se trate del tercer país; es decir, que el daño no se evaluará en relación solamente con el efecto del supuesto dumping en las exportaciones de la producción de que se trate al país importador ni incluso en las exportaciones totales de esta producción.

4. La decisión de dar o no dar curso a la solicitud corresponderá al país importador. Si éste decide que está dispuesto a adoptar medidas, le corresponderá tomar la iniciativa de dirigirse a las PARTES CONTRATANTES para pedir su consentimiento.

Artículo 13

Países en desarrollo

Se reconoce que los países desarrollados deberán tener particularmente en cuenta la especial situación de los países en desarrollo cuando contemplen la aplicación de medidas antidumping en virtud del presente Código. Antes de la aplicación de derechos antidumping se explorarán las posibilidades de hacer uso de las soluciones constructivas previstas por este Código cuando aquéllos pudieran afectar a los intereses fundamentales de los países en desarrollo.

PARTE II

Artículo 14

Comité de Prácticas Antidumping

1. En virtud del presente Acuerdo se establecerá un Comité de Prácticas Antidumping (denominado en adelante "Comité") compuesto de representantes de cada una de las Partes. El Comité elegirá a su Presidente y se reunirá por lo menos dos veces al año y siempre que lo solicite una Parte según lo previsto en las disposiciones pertinentes del presente Acuerdo. El Comité desempeñará las funciones que le sean atribuidas en virtud del presente Acuerdo o por las Partes, y dará a éstas la oportunidad de celebrar consultas sobre cualquier cuestión relacionada con el funcionamiento del Acuerdo o la consecución de sus objetivos. Los servicios de secretaría del Comité serán prestados por la Secretaría del GATT.

2. El Comité podrá establecer los órganos auxiliares apropiados.

3. En el desempeño de sus funciones, el Comité y los órganos auxiliares podrán consultar a cualquier fuente que consideren conveniente y recabar información de ésta. Sin embargo, antes de recabar información de una fuente que se encuentre bajo la jurisdicción de una Parte, el Comité o, en su caso, el órgano auxiliar lo comunicarán a la Parte interesada. Habrán de obtener el consentimiento de la Parte y de toda empresa que hayan de consultar.

4. Las Partes informarán sin demora al Comité de todas las medidas antidumping que adopten, ya sean preliminares o definitivas. Tales informes podrán ser consultados en la Secretaría del GATT por los representantes de los gobiernos. Las Partes presentarán también informes semestrales sobre todas las medidas antidumping que hayan tomado en los seis meses precedentes.

Artículo 15[14]

Consultas, conciliación y solución de diferencias*

1. Cada Parte examinará con comprensión las representaciones que pueda formularle otra Parte y deberá prestarse a la celebración de consultas sobre dichas representaciones cuando éstas se refieran a una cuestión relativa a la aplicación del presente Acuerdo.

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[14] Si surgen entre las Partes diferencias relativas a derechos y obligaciones dimanantes del presente Acuerdo, las Partes deberán agotar el procedimiento de solución de diferencias en él previsto antes de ejercitar cualesquiera derechos que les correspondan en virtud del Acuerdo General.

* El término "diferencias" se usa en el GATT con el mismo sentido que en otros organismos se atribuye a la palabra "controversias". (Esta nota sólo concierne al texto español.)

2. Si una Parte considera que un beneficio que le corresponda directa o indirectamente en virtud del presente Acuerdo queda, por la acción de otra u otras Partes, anulado o menoscabado, o que la consecución de uno de los objetivos del mismo se ve comprometida, podrá, con objeto de llegar a una solución mutuamente satisfactoria de la cuestión, pedir por escrito la celebración de consultas con la Parte o Partes de que se trate. Cada Parte examinará con comprensión toda petición de consultas que le dirija otra Parte. Las Partes interesadas iniciarán prontamente las consultas.

3. Si una Parte considera que las consultas celebradas en virtud del párrafo 2 no han permitido hallar una solución mutuamente convenida y las autoridades competentes del país importador han adoptado medidas definitivas para percibir derechos antidumping definitivos o aceptar compromisos en materia de precios, podrá someter la cuestión al Comité a fines de conciliación. Cuando el efecto de una medida provisional sea considerable y una Parte estime que la medida ha sido adoptada en contravención de lo dispuesto en el párrafo 1 del artículo 10 del presente Acuerdo, esa Parte podrá también someter la cuestión al Comité a fines de conciliación. En los casos en que se le sometan cuestiones a efectos de conciliación, el Comité se reunirá dentro de un plazo de treinta días para examinar la cuestión e interpondrá sus buenos oficios para alentar a las Partes interesadas a encontrar una solución mutuamente aceptable.[15]

4. Durante todo el período de conciliación las Partes harán todo lo posible por llegar a una solución mutuamente satisfactoria.

5. Si después del examen detallado que haga el Comité con arreglo al párrafo 3 no se encuentra una solución mutuamente convenida en un plazo de tres meses, el Comité, previa petición de cualquiera de las partes en la diferencia, establecerá un grupo especial para que examine el asunto sobre la base de:

a) una declaración por escrito de la Parte peticionaria en la que ésta indicará de qué modo ha sido anulado o menoscabado un beneficio que le corresponda directa o indirectamente en virtud del presente Acuerdo, o que se ve comprometida la consecución de los objetivos del Acuerdo, y

b) los hechos comunicados a las autoridades del país importador de conformidad con los procedimientos nacionales apropiados.

[15] A este respecto, el Comité podrá señalar a la atención de las Partes los casos en que, a su juicio, no haya una base razonable que justifique las alegaciones formuladas.

6. La información confidencial que se proporcione al grupo especial no será revelada sin la autorización formal de la persona o la autoridad que la haya facilitado. Cuando se solicite dicha información del grupo especial y éste no sea autorizado a comunicarla, se suministrará un resumen no confidencial de ella, autorizado por la autoridad o la persona que la haya facilitado.

7. Además de lo que establecen los párrafos 1 a 6, la solución de diferencias se regirá, mutatis mutandis, por las disposiciones del Entendimiento relativo a las notificaciones, las consultas, la solución de diferencias y la vigilancia. Los grupos especiales estarán compuestos por personas dotadas de la debida experiencia, que se seleccionarán entre las Partes que no sean parte en la diferencia.

PARTE III

Artículo 16

Disposiciones finales

1. No podrá adoptarse ninguna medida específica contra el dumping de las exportaciones procedentes de otra Parte si no es de conformidad con las disposiciones del Acuerdo General, según se interpretan en el presente Acuerdo.[16]

Aceptación y adhesión

2. a) El presente Acuerdo estará abierto a la aceptación, mediante firma o formalidad de otra clase, de los gobiernos que sean partes contratantes del Acuerdo General y de la Comunidad Económica Europea.

b) El presente Acuerdo estará abierto a la aceptación, mediante firma o formalidad de otra clase, de los gobiernos que se hayan adherido provisionalmente al Acuerdo General, en condiciones que, respecto de la aplicación efectiva de los derechos y obligaciones dimanantes del presente Acuerdo, tengan en cuenta los derechos y obligaciones previstos en los instrumentos relativos a su adhesión provisional.

c) El presente Acuerdo estará abierto a la adhesión de cualquier otro gobierno en las condiciones que, respecto de la aplicación efectiva de los derechos y obligaciones dimanantes del mismo, convengan dicho gobierno y las Partes, mediante el depósito en poder del Director General de las PARTES CONTRATANTES del Acuerdo General de un instrumento de adhesión en el que se enuncien las condiciones convenidas.

d) A los efectos de la aceptación, serán aplicables las disposiciones de los apartados a) y b) del párrafo 5 del artículo XXVI del Acuerdo General.

Reservas

3. No podrán formularse reservas respecto de ninguna de las disposiciones del presente Acuerdo sin el consentimiento de las demás Partes.

Entrada en vigor

4. El presente Acuerdo entrará en vigor el 1.° de enero de 1980 para los gobiernos[17] que lo hayan aceptado o se hayan adherido a él para esa fecha.

[16] Este párrafo no tiene por objeto impedir la adopción de medidas, según proceda, en virtud de otras disposiciones del Acuerdo General.

[17] Se entiende que el término "gobierno" comprende también las autoridades competentes de la Comunidad Económica Europea.

Para cada uno de los demás gobiernos, el presente Acuerdo entrará en vigor el trigésimo día siguiente a la fecha de su aceptación o adhesión.

Denuncia del Acuerdo de 1967

5. La aceptación del presente Acuerdo implica la denuncia del Acuerdo relativo a la aplicación del artículo VI del Acuerdo General sobre Aranceles Aduaneros y Comercio, hecho en Ginebra el 30 de junio de 1967 y entrado en vigor el 1.º de julio de 1968, para las Partes en el Acuerdo de 1967. Dicha denuncia surtirá efecto para cada Parte en el presente Acuerdo en la fecha de entrada en vigor de este Acuerdo para cada una de esas Partes.

Legislación nacional

6. a) Cada gobierno que acepte el presente Acuerdo o se adhiera a él adoptará todas las medidas necesarias, de carácter general o particular, para que, a más tardar en la fecha en que el presente Acuerdo entre en vigor para él, sus leyes, reglamentos y procedimientos administrativos estén en conformidad con las disposiciones del presente Acuerdo según se apliquen a la Parte de que se trate.

b) Cada una de las Partes informará al Comité de las modificaciones introducidas en aquellas de sus leyes y reglamentos que tengan relación con el presente Acuerdo y en la aplicación de dichas leyes y reglamentos.

Examen

7. El Comité examinará anualmente la aplicación y funcionamiento del presente Acuerdo habida cuenta de sus objetivos. El Comité informará anualmente a las PARTES CONTRATANTES del Acuerdo General de las novedades registradas durante los períodos que abarquen dichos exámenes.

Modificaciones

8. Las Partes podrán modificar el presente Acuerdo teniendo en cuenta, entre otras cosas, la experiencia adquirida en su aplicación. Una modificación acordada por las Partes de conformidad con el procedimiento establecido por el Comité no entrará en vigor para una Parte hasta que esa Parte la haya aceptado.

Denuncia

9. Toda Parte podrá denunciar el presente Acuerdo. La denuncia surtirá efecto a la expiración de un plazo de sesenta días contados desde la fecha en que el Director General de las PARTES CONTRATANTES del Acuerdo General haya recibido notificación escrita de la misma. Recibida esa notificación, toda Parte podrá solicitar la convocación inmediata del Comité.

No aplicación del presente Acuerdo entre determinadas Partes

10. El presente Acuerdo no se aplicará entre dos Partes cualesquiera si, en el momento en que una de ellas lo acepta o se adhiere a él, una de esas Partes no consiente en dicha aplicación.

Secretaría

11. Los servicios de secretaría del presente Acuerdo serán prestados por la Secretaría del GATT.

Depósito

12. El presente Acuerdo será depositado en poder del Director General de las PARTES CONTRATANTES del Acuerdo General, quien remitirá sin dilación a cada Parte y a cada una de las partes contratantes del Acuerdo General copia autenticada de dicho instrumento y de cada modificación introducida en el mismo al amparo del párrafo 8, y notificación de cada aceptación o adhesión hechas con arreglo al párrafo 2 y de cada denuncia del Acuerdo realizada de conformidad con el párrafo 9 del presente artículo.

Registro

13. El presente Acuerdo será registrado de conformidad con las disposiciones del Artículo 102 de la Carta de las Naciones Unidas.

Hecho en Ginebra el doce de abril de mil novecientos setenta y nueve, en un solo ejemplar y en los idiomas español, francés e inglés, siendo cada uno de los textos igualmente auténtico.

I hereby certify that the foregoing text is a true copy of the Agreement on Implementation of Article VI of the General Agreement on Tariffs and Trade, done at Geneva on 12 April 1979, the original of which is deposited with the Director-General to the CONTRACTING PARTIES to the General Agreement on Tariffs and Trade.

Je certifie que le texte qui précède est la copie conforme de l'Accord relatif à la mise en oeuvre de l'article VI de l'Accord général sur les tarifs douaniers et le commerce, établi à Genève le 12 avril 1979, dont le texte original est déposé auprès du Directeur général des PARTIES CONTRACTANTES à l'Accord général sur les tarifs douaniers et le commerce.

Certifico que el texto que antecede es copia conforme del Acuerdo relativo a la aplicación del artículo VI del Acuerdo General sobre Aranceles Aduaneros y Comercio, hecho en Ginebra el 12 de abril de 1979, de cuyo texto original es depositario el Director General de las PARTES CONTRATANTES del Acuerdo General sobre Aranceles Aduaneros y Comercio.

O. LONG

Director General
Geneva

Directeur général
Genève

Director General
Ginebra

FRANCE

Atomic Energy: Isotopic Enrichment of Uranium by Chemical Exchange

Protocol signed at Washington September 4, 1979;
Entered into force October 31, 1979.

PROTOCOL

between

The COMMISSARIAT A L'ENERGIE ATOMIQUE of France

and

The DEPARTMENT OF ENERGY of the United States

relating to

the Isotopic Enrichment of Uranium by Chemical Exchange

The COMMISSARIAT a l'ENERGIE ATOMIQUE (CEA) (Atomic Energy Commission), acting as a public entity for the promotion of nuclear energy on behalf of the Government of the Republic of France, and

The United States DEPARTMENT OF ENERGY (DOE) acting on behalf of the Government of the United States of America,

hereinafter called the Parties,

CONSIDERING that the CEA states that it has developed a chemical exchange process invented in its laboratories and applicable to the isotopic separation of uranium (the Process) which, although efficient in the production of low enriched uranium, does not easily permit reaching high levels of uranium 235 concentration and therefore offers strong resistance to the production of material suitable for military applications;

CONSIDERING that the CEA believes that, because of the desire for energy independence and the production capability of a certain number of States, the number of existing enrichment plants will increase and that, in those circumstances, the promotion of a process that is unsuitable for military purposes may constitute a curb to the proliferation of nuclear weapons;

CONSIDERING that it is a common objective of the Parties both to facilitate the peaceful applications of nuclear energy and to prevent the proliferation of nuclear weapons;

CONSIDERING that the Parties wish to establish cooperation with a view to determining whether the Process is in line with their common objective;

CONSIDERING that CEA plans to undertake a development program to establish the technical and economic feasibility of the Process, such development program to include the study, the building and the conduct in France of appropriate demonstration facilities and activities;

CONSIDERING that without precluding other possible arrangements in the future the cooperation between the Parties at this stage can better be achieved by way of DOE

financial contribution to CEA's development program and DOE separate evaluation of the Process;

CONSIDERING that the Parties recognize that the confidential data furnished by the CEA for that purpose is subject to strict dissemination limitations;

THEREFORE THE PARTIES HAVE AGREED AS FOLLOWS:

1 - DEFINITIONS

Protocol: This protocol and its Appendices A and B,[1] which are an integral part thereof.

Process: The process of isotopic separation of uranium by chemical exchange which CEA states it invented and perfected as well as the technologies developed to improve the Process for industrial use.

Criteria: The technical, economic, and non-proliferation characteristics of the Process to which the Parties propose to refer during their cooperation. The list of the Criteria agreed upon at the time of signing the Protocol is given in Appendix A. Subject to agreement

[1] Not printed.

between the Parties, this list may be updated.

DOE Evaluation: The initial activities carried out by DOE under the provisions of the Protocol for the purpose of determining whether the Process has significant possibilities of meeting the Criteria.

Feasibility Assessment: The studies and activities conducted by CEA in order to prepare and organize a demonstration operation which might include the construction, starting up, and operation of facilities for a sufficiently long time so as to make it possible to judge the technical quality and commercial feasibility of the Process.

Data: All the data concerning the Process held by the CEA.

Components: Industrial components especially designed and manufactured for the purpose of putting the Process into use.

Manufacturers: Industrial firms identified by CEA as having participated under study contracts or cooperation agreements with the CEA in perfecting the Components.

2 - PURPOSE OF THE PROTOCOL

The purpose of the Protocol is to lay down the procedure, terms and conditions under which CEA will provide some Data to DOE and DOE will conduct an evaluation. It further defines principles under which DOE may become involved in the Feasibility Assessment, but leaves the details of such involvement to a subsequent ancillary agreement.

3 - DOE EVALUATION

3-1 - No later than October 31, 1979 DOE shall pay to CEA the sum of nine hundred thousand US dollars (US $ 900,000) in a manner to be agreed prior to that date.

3-2 - In return for this sum, CEA shall provide DOE with sufficient scientific and conceptual Data to enable DOE to conduct a preliminary evaluation of the Process through a laboratory scale confirmation of exchange and reflux reaction parameters and using typical values of Process parameters derived from French pilot plants and presented by means of relevant descriptions and illustrations.

The Data to be provided for this phase will include the items marked "E" in Appendix B of the Protocol, and the bulk of the documentary data shall be provided by November 30, 1979.

3-3 - The Data for this phase will be provided primarily by means of reports or other graphic material. All material will be presented in a form appropriate for review by competent technical experts in the field of enrichment processes.

After DOE has had an opportunity to review and assess the possible use of such material, CEA shall hold, at DOE's request, meetings of experts in order to give any appropriate additional information on Data which is not reduced to writing or on written Data which is not readily understandable.

3-4 - DOE shall complete its Evaluation by October 31, 1980. In order to complete its Evaluation on a timely and prompt basis DOE will adapt, and if necessary amplify, the resources made available to its laboratories.

3-5 - By means of periodic meetings of experts from each Party, DOE shall keep CEA apprised of the progress of its Evaluation.

3-6 - If DOE wishes to invite an entity from another country to participate in its Evaluation, DOE shall propose to CEA a prompt consultation in order to determine whether such participation is advisable and feasible and, if so, to agree to the terms and conditions to which such participation might possibly be submitted.

3-7 - As soon as DOE has notified CEA that it has completed its Evaluation, a group of experts shall meet in order to examine together the conclusions reached by DOE and measure the results against the Criteria. To prepare this meeting CEA shall receive from DOE a report prepared by DOE setting forth the conclusions of its Evaluation.

3-8 - It is understood that the Parties' own activities during this phase (including CEA's Feasibility Assessment) shall be pursued as planned by them, independently from the progress of cooperation hereunder.

3-9 - For purposes of establishing meeting times, places and subjects, as well as coordinating other exchanges hereunder, the Parties promptly will designate technical coordinators.

4 - DOE CONTRIBUTION TO THE FEASIBILITY ASSESSMENT

4-1 - At the end of its Evaluation, that is, promptly after October 1980, DOE will make a decision as to whether to propose a financial contribution to CEA in order to support the French performed activities within the Feasibility Assessment.

At the time of signing the Protocol, DOE has indicated that such contribution could be an amount up to two million US dollars (US $ 2,000,000). At the same time, CEA has indicated an estimate of US $ 3,000,000 for the direct cost of the Feasibility Assessment.

4-2 - Cooperation between the Parties in the Feasibility Assessment shall be contingent on mutual agreement of the CEA and DOE. Among the elements on which the Parties shall base their decision there shall be a mutually satisfactory description of the activities conducted under the Feasibility Assessment, on DOE's side a determination that the Process may come close to the previously agreed criteria, and on CEA's side the relative importance of DOE's offered contribution to its own contribution and the financial needs of the Feasibility Assessment.

4-3 - Such further cooperation shall be pursuant to an ancillary agreement which will cover, inter alia, the ways and procedures to implement DOE's involvement in the Feasibility Assessment.

4-4 - If such further cooperation is agreed upon, DOE, in return for its contribution, will receive sufficient additional Data to permit it to form judgments as to the attractiveness and usefulness of the Process and as to the next most appropriate steps. Data to be given in this phase shall include, inter alia, items marked "F" in Appendix B, it being understood that CEA will retain well-defined proprietary Data.

4-5 - It is contemplated that the work planned to be undertaken by CEA under the Feasibility Assessment would be completed within eighteen (18) months after DOE has made the payment referred to in Paragraph 4-1 above, and that when the work undertaken by CEA under the Feasibility Assessment is completed, DOE shall receive a copy of the final report covering detailed assessment of construction and operation costs, as well as the schedule and financing scheme of the contemplated demonstration operation.

4-6 - At the end of the Feasibility Assessment and no later than 2 months after DOE has received the final report mentioned in Paragraph 4-5 above, the Parties shall meet to discuss the prospect for any cooperation between them beyond the Feasibility Assessment, it being understood that the holding or the conclusions of such meeting will in no way interfere with the Parties' decisions to pursue their development programs, either alone or in collaboration with others.

5 - ADMINISTRATIVE PROVISIONS

Except as provided in Paragraphs 3-1 and 4-1, each Party shall bear the costs of its activities under the Protocol. Cooperation under the Protocol shall be in accordance with the Parties' applicable laws and regulations, and shall be subject to the availability of appropriated funds. No Restricted Data or sensitive nuclear technology, as defined in U.S. law, shall be transmitted by DOE to CEA under the Protocol.

6 - DISSEMINATION AND PROTECTION OF DATA

6-1 - DOE commits itself to maintain the confidentiality of Data first obtained by DOE from CEA under the

Protocol, and to protect the confidentiality of the Data and not to disseminate it except within the United States only on a strict need-to-know basis to individuals members of or employed by DOE, or other concerned entities of the United States Government, or prime- or sub-contractors of DOE which are directly concerned with the DOE Evaluation, who have themselves been authorized access to such Data. All documents containing Data to be so protected shall be clearly marked as such by CEA prior to their transmittal. The obligation to protect Data set forth in this paragraph shall also apply to such Data described herein which would be revealed in DOE-produced documents, it being understood that the fact of use of such Data by CEA in the Process is itself considered by CEA to be confidential. For purposes of the Protocol, Data will be protected and treated by DOE as "Foreign Government information" under United States Executive Order 12065, June 28, 1978.[1]

6-2 - DOE commits itself not to put any of the Data to be maintained as confidential under Paragraph 6-1 to commercial use or to communicate it other than as provided in Paragraph 6-1 in the absence of explicit CEA approval.

[1] 43 Fed. Reg. 28949.

6-3 - CEA may, with prior consent of DOE, disclose to prospective collaborators in either the Feasibility Assessment or further activities the conclusions reached by DOE in its Evaluation.

6-4 - Unless otherwise agreed, nothing in the Protocol shall affect CEA's freedom to communicate to third parties the Data originally held and that obtained during the Feasibility Assessment and to grant to such third parties rights of use, including commercial use, of such Data. However, in a spirit of furtherance of their common aims, CEA shall exercise its best efforts to inform DOE of such communication reasonably in advance.

6-5 - If DOE intends to comment to persons other than those identified in Paragraph 6-1 on its assessment of the viability or non-proliferation attributes of the Process, DOE shall first consult with the CEA and shall undertake to give utmost consideration to CEA's advice.

6-6 - It is agreed that if DOE decides to cease cooperation with CEA on the Process at any stage, DOE shall exercise its best efforts to ensure that such decision is not made known in a way which could prejudice future CEA exploitation of the Process.

6-7 - Unless otherwise agreed, all documentary Data required to be maintained as confidential under Paragraph 6-1 provided by CEA to DOE shall be promptly returned to CEA at the end of DOE's Evaluation if DOE decides not to contribute to the Feasibility Assessment, or at the end of the Feasibility Assessment phase if further cooperation between CEA and DOE on the Process is not decided at such time.

7 - LIABILITY

CEA shall not be liable for any costs, damages or liabilities which result from DOE's use of Data transferred hereunder.

8 - DURATION

The Protocol will enter into force on the date on which each party shall have notified the other party that it has obtained all necessary approvals. [1]

It will terminate at the end of the DOE Evaluation, or, if applicable, at the conclusion of DOE's participation in the Feasibility Assessment.

[1] Oct. 31, 1979.

The obligations set forth in Paragraphs 1, 2, 3, 5, 6 and 7 of article 6 will remain in force following termination, until otherwise agreed.

9 - SETTLEMENT OF DIFFERENCES

The Parties agree to try to settle amicably any difference arising from the Protocol, possibly having recourse to experts when such recourse seems necessary and not contradictory with the terms of the Protocol.

Done at Washington, this 4 day of September, 1979, in duplicate, in the English and French languages, both texts being equally authentic.

FOR THE US DEPARTMENT OF ENERGY
Acting on Behalf of the Government of the United States of America

NAME [1]

TITLE 9/4/79
Under Secretary

FOR THE FRENCH COMMISSARIAT A L'ENERGIE ATOMIQUE
Acting as a public entity for the promotion of nuclear energy on Behalf of the Government of the Republic of France

NAME [2]

TITLE Directeur des Applications Industrielles Nucléaires, C.E.A.

[1] John Deutch
Under Secretary.
[2] G. Vendryes
Director of Industrial Nuclear Applications, C.E.A.

entre

Le COMMISSARIAT A L'ENERGIE ATOMIQUE (France)

et

Le DEPARTMENT OF ENERGY (Etats-Unis)

relatif à

l'Enrichissement Isotopique de l'Uranium par Echange Chimique

Le COMMISSARIAT à l'ENERGIE ATOMIQUE (CEA), agissant en tant qu'organisme public pour la promotion de l'énergie nucléaire pour le compte du Gouvernement de la République Française, et

Le United States DEPARTMENT OF ENERGY (DOE) (Département de l'énergie des Etats-Unis), agissant pour le compte du Gouvernement des Etats-Unis d'Amérique,

ci-dessous désignés "les Parties",

CONSIDERANT que le CEA déclare avoir développé un procédé d'échange chimique inventé dans ses laboratoires et applicable à la séparation isotopique de l'uranium (le Procédé) qui, bien qu'efficace pour la production d'uranium faiblement enrichi, ne permet pas facilement d'atteindre des niveaux élevés de concentration en uranium 235 et par conséquent présente

une forte résistance à la production de matière convenant à des applications militaires ;

CONSIDERANT que le CEA estime que, en raison du désir d'indépendance énergétique et des capacités de production d'un certain nombre d'Etats, le nombre d'usines d'enrichissement existantes augmentera et que dans ces conditions la promotion d'un procédé qui ne convient pas à des buts militaires peut constituer un frein à la prolifération des armes nucléaires ;

CONSIDERANT que les Parties ont en commun l'objectif à la fois de faciliter les applications pacifiques de l'énergie nucléaire et de prévenir la prolifération des armes nucléaires ;

CONSIDERANT que les Parties désirent établir une coopération en vue de déterminer si le Procédé est dans la ligne de leur objectif commun ;

CONSIDERANT que le CEA prévoit d'entreprendre un programme de développement pour établir la faisabilité technique et économique du Procédé, un tel programme devant comprendre l'étude, la construction et la conduite en France d'installations et d'activités de démonstration appropriées ;

CONSIDERANT que, sans exclure d'autres arrangements éventuels dans le futur, la coopération entre les Parties à ce stade peut mieux être réalisée par une contribution financière du DOE au programme de développement

du CEA et par une évaluation du Procédé faite séparément par le DOE ;

CONSIDERANT que les Parties reconnaissent que les données confidentielles fournies par le CEA dans ce but sont soumises à des limitations strictes quant à leur divulgation ;

EN CONSEQUENCE LES PARTIES ONT CONVENU CE QUI SUIT :

I - DEFINITIONS

Protocole : Le présent protocole et ses annexes A et B qui en font intégralement partie.

Procédé : Le procédé de séparation isotopique de l'uranium par échange chimique que le CEA déclare avoir inventé et perfectionné ainsi que les technologies développées pour améliorer ce procédé en vue de son emploi à échelle industrielle.

Critères : Les caractéristiques techniques, économiques, et celles relatives à la non prolifération du Procédé auxquelles les Parties ont l'intention de se référer pendant leur coopération. La liste des Critères convenus à la date de signature du Protocole est donnée en Annexe A. Sous réserve d'un accord entre les Parties cette liste pourra être remise à jour.

Evaluation DOE : Les activités initiales conduites par le DOE dans le cadre du Protocole en vue de déterminer si le Procédé a des chances significatives de satisfaire aux Critères.

Etude de Faisabilité : Les études et activités conduites par le CEA en vue de préparer et organiser une opération de démonstration laquelle pourrait inclure la construction, le démarrage, et l'exploitation d'installations pendant une durée suffisante pour permettre un jugement sur la qualité technique et la faisabilité commerciale du Procédé.

Données : Toutes les données concernant le Procédé détenues par le CEA.

Composants : Composants de caractère industriel spécialement conçus et réalisés en vue de mettre en oeuvre le Procédé.

Fabricants : Firmes industrielles désignées par le CEA comme ayant participé, dans le cadre de contrats d'études ou d'accords de coopération avec le CEA, au perfectionnement des composants.

2 - OBJET DU PROTOCOLE

Le Protocole a pour objet de fixer la procédure, les termes et les conditions selon lesquels le CEA fournira certaines données au DOE et le DOE conduira une étude d'évaluation. De plus il définit les principes dans le cadre desquels le DOE pourrait être engagé dans l'Etude de Faisabilité, les détails de cet engagement devant faire l'objet d'un complément d'accord ultérieur.

3 - EVALUATION DOE

3-1 - Le 31 octobre 1979 au plus tard, le DOE versera au CEA la somme de neuf cent mille dollars US ($ US 900.000) selon une procédure à convenir avant cette date.

3-2 - En échange de cette somme, le CEA fournira au DOE suffisamment de Données scientifiques et conceptuelles pour permettre au DOE d'effectuer une évaluation préliminaire du Procédé au moyen d'une confirmation à l'échelle de laboratoire des paramètres des réactions d'échange et de reflux et par l'emploi de valeurs caractéristiques des paramètres du Procédé dérivées des installations pilotes françaises et présentées par des descriptions et illustrations pertinentes.

Les Données qui doivent être fournies pour cette phase comprendront les rubriques marquées "E" dans l'annexe B du Protocole, et la plus grande partie des Données contenues dans des documents sera fournie avant le 30 novembre 1979.

3-3 - Les Données pour cette phase seront fournies principalement au moyen de rapports ou autres éléments graphiques. Tous ces documents seront présentés sous une forme adéquate pour leur examen par des experts techniques compétents dans le domaine des Procédés d'enrichissement.

Après que le DOE ait eu la possibilité d'examiner les documents et d'en apprécier l'utilisation possible, le CEA tiendra à la demande du DOE des réunions d'experts afin de fournir tout renseignement complémentaire approprié sur les Données qui ne sont pas disponibles sous forme écrite ou sur les données écrites qui ne sont pas directement assimilables.

3-4 - Le DOE terminera son Evaluation au plus tard le 31 octobre 1980. Afin d'achever cette évaluation à temps le DOE adaptera, et si nécessaire augmentera, les moyens mis à la disposition de ses laboratoires.

3-5 - Le DOE tiendra le CEA informé de l'avancement de son Evaluation au moyen de réunions périodiques d'experts de chacune des Parties.

3-6 - Si le DOE désire inviter un organisme d'un autre pays à participer à son évaluation, il proposera au CEA une concertation dans un bref délai afin de déterminer si une telle participation est opportune et réalisable et, dans l'affirmative,pour se mettre d'accord sur les termes et conditions auxquels une telle participation pourrait éventuellement être soumise.

3-7 - Dès que le DOE aura notifié au CEA qu'il a terminé son Evaluation, un groupe d'experts se réunira afin d'examiner ensemble les conclusions auxquelles est parvenu le DOE et évaluer les résultats par référence aux critères. Pour préparer cette réunion le CEA recevra du DOE un rapport établi par le DOE qui exposera les conclusions de son Evaluation.

3-8 - Il est entendu que les activités propres de chacune des Parties durant cette phase (y compris l'Etude de Faisabilité du CEA) seront poursuivies comme prévu par elles, indépendamment de l'avancement de la coopération établie par le Protocole.

3-9 - Les Parties designeront promptement des coordonnateurs techniques qui seront chargés d'établir les dates, lieux et objets des réunions ainsi que de coordonner les différents échanges prévus par le Protocole.

4 - CONTRIBUTION DU DOE A L'ETUDE DE FAISABILITE

4-1 - A la fin de son Evaluation, c'est-à-dire dans un bref délai après octobre 1980, le DOE décidera s'il propose une contribution financière au CEA afin de soutenir les activités entreprises en France dans le cadre de l'Etude de Faisabilité.

A la date de signature du Protocole, le DOE a indiqué que cette contribution pourrait aller jusqu'à deux millions de dollars US ($ US 2.000.000). A la même époque, le CEA a donné une estimation de trois millions de dollars US ($ US 3.000.000) pour le coût direct de l'Etude de Faisabilité.

4-2 - La coopération entre les Parties dans l'Etude de Faisabilité dépendra d'un accord mutuel entre le CEA et le DOE. Parmi les éléments à partir desquels les Parties prendront leur décision, interviendront une description satisfaisante pour les deux Parties des activités menées dans le cadre de l'Etude de Faisabilité, pour le DOE la constatation que le Procédé pourrait s'approcher des critères convenus antérieurement, et pour le CEA l'importance relative de la contribution proposée par le DOE vis à vis de sa propre contribution et des besoins financiers de l'Etude de Faisabilité.

4-3 - Une telle coopération ultérieure sera conforme à un accord complémentaire qui couvrira, entre autres, les moyens et procédures pour la mise en oeuvre de l'engagement du DOE dans l'Etude de Faisabilité.

4-4 - Si une telle coopération ultérieure est convenue, le DOE, en échange de sa contribution, recevra suffisamment de Données additionnelles pour lui permettre de se former un jugement sur l'intérêt et l'utilité du Procédé et sur ses actions ultérieures les plus appropriées. Les Données qui seront fournies dans cette phase comprendront, entre autres, les rubriques marquées "F" dans l'annexe B, étant entendu que le CEA ne fournira pas certaines Données bien définies à valeur industrielle ou commerciale.

4-5 - Il est envisagé que le travail prévu pour être entrepris par le CEA dans le cadre de l'Etude de Faisabilité soit achevé dans les dix-huit (18) mois du versement par le DOE de la somme mentionnée dans le paragraphe 4-1 ci-dessus et que, quand le travail entrepris par le CEA dans le cadre de l'Etude de Faisabilité sera achevé, le DOE recevra une copie du rapport final couvrant une estimation détaillée des coûts de construction et d'exploitation ainsi que le calendrier et le mode de financement de l'opération de démonstration envisagée.

4-6 - A la fin de l'Etude de Faisabilité et dans un délai maximum de 2 mois après que le DOE aura reçu le rapport final mentionné au paragraphe 4-5 ci-dessus, les Parties se rencontreront pour discuter

les possibilites de cooperation entre elles au delà de l'Etude de Faisabilité, étant entendu que la tenue d'une telle réunion, ou les conclusions qui en découleront, ne pourront en aucune façon interférer avec les décisions de chacune des Parties relatives à la poursuite de son programme de développement, soit seule soit en collaboration avec d'autres.

5 - DISPOSITIONS ADMINISTRATIVES

A l'exception de ce qui est prévu dans les paragraphes 3-1 et 4-1, chaque Partie supportera le coût de ses propres activités entreprises dans le cadre du Protocole. La coopération dans le cadre du Protocole sera conforme aux lois et réglements des Parties qui lui sont applicables, et dépendra de la disponibilité de fonds affectés à cet effet. Aucun "Restricted Data" (Donnée à Diffusion Restreinte) ou "Sensitive Nuclear Technology" (Technologie Nucléaire Sensible), tel que défini par la loi des Etats-Unis, ne sera transmis par le DOE au CEA dans le cadre du Protocole.

6 - DISSEMINATION ET PROTECTION DES DONNEES

6-1 - Le DOE s'engage à garder confidentielles les Données qui lui sont fournies par le CEA dans le cadre du Protocole et qu'il obtient ainsi pour la première fois, à protéger le caractère confidentiel de ces Données et à ne pas les disséminer sauf à l'intérieur des Etats-Unis ceci strictement sur la base du "besoin de connaître", à des personnes membres de, ou employées par, le DOE ou d'autres organisations du Gouvernement des Etats-Unis concernées, ou des contractants ou sous-contractants du DOE qui sont directement concernés par l'Evaluation du DOE,

ces personnes ayant elles-mêmes été autorisées à avoir accès à ces Données. Tous les documents contenant des Données qui doivent être ainsi protégées devront être clairement marqués par le CEA en tant que tels avant leur transmission. L'obligation de protéger les Données qui est établie par ce paragraphe s'appliquera aussi aux Données décrites ici qui pourraient être révélées par des documents produits par le DOE, étant entendu que le simple fait de l'utilisation de ces Données par le CEA dans le Procédé est en soi considéré par le CEA comme confidentiel. Pour l'application du Protocole les Données seront protégées et considérées par le DOE comme des "Foreign Government Information" (Information de Gouvernement Etranger) dans le cadre du décret "United States Executive Order 12065", du 28 juin 1978.

6-2 - Le DOE s'engage à ne faire usage commercial d'aucune des Données qui doivent être gardées confidentielles en application du paragraphe 6-1 et à ne pas les communiquer, en l'absence d'un accord explicite du CEA, autrement qu'il est prévu dans le paragraphe 6-1.

6-3 - Le CEA pourra , avec l'accord préalable du DOE, divulguer à d'éventuels partenaires dans son Etude de Faisabilité ou dans ses activités ultérieures, les conclusions obtenues par le DOE dans son Evaluation.

6-4 - Sauf convention contraire, rien dans le Protocole ne peut affecter la liberté du CEA de communiquer à des tiers les Données qu'il

détient à l'origine ou qu'il obtiendra pendant l'Etude de Faisabilité, et de donner à ces tiers des droits d'usage de ces Données y compris pour un usage commercial. Cependant, dans un esprit de poursuite des buts communs, le CEA fera ses meilleurs efforts pour informer le DOE de cette communication dans un délai raisonnable préalablement à celle-ci.

6-5 - Si le DOE a l'intention de donner à d'autres personnes que celles identifiées au paragraphe 6-1 ses commentaires sur son Evaluation de la viabilité ou des caractéristiques de non prolifération du Procédé, le DOE se concertera tout d'abord avec le CEA et s'imposera de tenir le plus grand compte de l'avis du CEA.

6-6 - Il est entendu que si le DOE décide de cesser sa coopération avec le CEA sur le Procédé à quelque stade que ce soit, le DOE fera ses meilleurs efforts pour que cette décision ne soit pas rendue publique d'une manière qui pourrait porter atteinte à l'exploitation future du Procédé par le CEA.

6-7 - Sauf convention contraire, tous les documents contenant des Données qui doivent être tenues confidentielles en vertu du paragraphe 6-1 fournis par le CEA au DOE, seront promptement retournés au CEA à la fin de l'Evaluation du DOE si le DOE décide de ne pas contribuer à l'étude de Faisabilité, ou à la fin de la phase de l'Etude de Faisabilité si une coopération ultérieure sur le Procédé entre le CEA et le DOE n'est pas décidée à cette époque.

7 - RESPONSABILITE

Le CEA n'aura à répondre d'aucun coût, dommage ou responsabilité qui pourraient résulter de l'emploi fait par le DOE des Données transmises en vertu du Protocole.

8 - DUREE

Le Protocole prendra effet à la date à laquelle chacune des Parties aura notifié à l'autre qu'elle a obtenu toutes les autorisations nécessaires.

Il se terminera à la fin de l'Evaluation du DOE ou, s'il y a lieu, à la fin de la participation du DOE à l'Etude de Faisabilité.

Les obligations fixées par les paragraphes 1, 2, 3, 5, 6 et 7 de l'article 6 resteront en vigueur après l'expiration du Protocole jusqu'à convention contraire.

9 - REGLEMENT DES DESACCORDS

Les Parties conviennent d'essayer de régler à l'amiable tout désaccord découlant du Protocole, en ayant éventuellement recours à des experts quand un tel recours semblera nécessaire et ne sera pas en contradiction avec les termes du Protocole.

Fait à Washington Le 4 septembre 1979

en double, dans les langues française et anglaise, les deux textes faisant également foi.

POUR LE US DEPARTMENT OF ENERGY
agissant pour le compte du
Gouvernement des Etats-Unis

NOM

POUR LE COMMISSARIAT A
L'ENERGIE ATOMIQUE
agissant en tant qu'organisme public
pour la promotion de l'énergie nucléaire pour le compte du Gouvernement de la République Française

NOM

HUNGARIAN PEOPLE'S REPUBLIC

Cultural Relations: Exchanges for 1980–1981

Agreement signed at Washington October 25, 1979;
Entered into force January 1, 1980.

PROGRAM OF COOPERATION AND EXCHANGES BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE HUNGARIAN PEOPLE'S REPUBLIC IN CULTURE, EDUCATION, SCIENCE AND TECHNOLOGY FOR 1980 AND 1981

In accordance with Article V of the Agreement between the Government of the United States of America and the Government of the Hungarian People's Republic on Cooperation in Culture, Education, Science and Technology, signed at Budapest on April 6, 1977[1] (hereinafter referred to as "the Agreement"), the two Governments (hereinafter referred to as "the Parties"), have prepared the following Program of Cooperation and Exchanges (hereinafter referred to as "the Program") for 1980 and 1981.

ARTICLE I - CULTURE AND EDUCATION

1. The Parties will provide for the exchange of up to ten senior specialists from each side annually for periods of up to one month each for an exchange of experience and consultation. The fields of specialization and lengths of stay will be determined through diplomatic channels.

2. The United States Party will make every effort to receive up to ten participants from Hungary annually in multiregional projects arranged in the United States. The selection of projects, based on information provided by the United States Party, and the transmission of nominations, will be made through diplomatic channels.

3. The Parties will provide for the annual exchange of two visiting lecturers for one semester each from each side from universities and other scholarly and scientific institutions. Fields of specialization and the receiving universities will be determined through diplomatic channels.

4. During the period of the Program the Parties will organize a bilateral seminar in Hungary on the possibilities for the translation and publication of Hungarian literary works in the United States, and for this purpose the Hungarian Party will receive up to six participants from the United States. The Parties may initiate the organization of other joint seminars on topics of mutual interest, with the participation of specialists of their two countries. These seminars will normally be held alternately in the two countries. The dates and subjects of the seminars will be agreed upon through diplomatic channels.

5. The Parties will encourage contacts and cooperation between universities and other scholarly and scientific institutions of the two countries in specialized fields determined on the basis of mutual interest. In order to explore possibilities for such contacts, each Party will make every effort to receive up to four senior representatives from universities and other scholarly and scientific institutions of the other country. The length of these visits will normally be from three to four weeks.

[1] TIAS 9259; 30 UST 1502.

6. The Parties will facilitate the exchange of information and consultation concerning the comparability and equivalency of degrees.

7. The Parties will facilitate the development of contacts between major libraries and archives of the two countries, and for this purpose each Party will receive two specialists from the other country during the period of the Program. The length of these visits will normally be from three to four weeks.

8. The United States Party, at the request of the Hungarian Party, will send up to three specialists in the teaching of English to lecture at summer courses organized for teachers of English at Hungarian secondary schools and universities.

9(a). The Parties will facilitate the exchange of exhibitions of the kind defined by Article I, paragraph 2(a) of the Agreement on a mutually acceptable basis, including major exhibitions when so agreed. The details of the exhibitions, including their themes and the financial conditions of their organization, will be determined through diplomatic channels.

(b). The Parties will encourage contacts between museums and other appropriate institutions of the two countries, including the exchange of artistic publications and other mutually acceptable forms of cooperation.

10. The Parties will examine the possibility of an exchange of film weeks during the period of the Program. The film weeks may incorporate mutually acceptable collateral activities such as meetings of film artists.

11. The Parties will encourage visits by professional and academic musical, dance and theatrical groups and individual performing artists. Specific arrangements will be determined through appropriate channels.

12. The Parties will explore the possibilities for visits by specialists in the plastic arts, music, dance and theater for an exchange of professional experience and participation in productions.

ARTICLE II - SCIENCE AND TECHNOLOGY

1(a). The Parties will encourage the implementation of the July 7, 1972 Agreement on Scientific Cooperation between the National Science Foundation of the United States of America (NSF) and the Institute for Cultural Relations of the Hungarian People's Republic (KKI) which was extended for an additional five years from July 7, 1977, through the exchange of letters between Dr. Rudolf Ronai, President of KKI, and Dr. Richard C. Atkinson, Director of NSF, dated May 17, 1977, and June 27, 1977, respectively.[1]

[1] TIAS 8640; 28 UST 5356.

(b). The NSF and the KKI will endeavor to expand their cooperative activities in the fields of science and technology and for this purpose will endeavor mutually to allocate appropriate funds for additional short and long-term exchanges of scientists and researchers.

(c). Details of the expansion of cooperative activities will be specified in an exchange of letters between the NSF and the KKI at the time the Program is signed.

2. The Parties will encourage implementation of the current Memorandum of Understanding on Scientific Cooperation between the National Academy of Sciences of the United States of America and the Hungarian Academy of of Sciences dated June 1, 1974 as revised September 1, 1975,[1] which provides for up to 35 man-months of exchanges annually from each side.

3. The Parties will encourage the implementation of a program of exchanges between the United States Department of Health, Education and Welfare and the Hungarian Ministry of Health of up to 12 man-months annually for each side in mutually acceptable fields. The Parties will encourage their respective agencies to explore the possibility of concluding an agreement on cooperation in the health sciences.

4. The Parties will encourage cooperation between the United States Geological Survey and the Hungarian Central Office of Geology, such cooperation to include annual exchanges of up to ten man-months for Hungarians to the United States and up to four man-months for Americans to Hungary in fields of mutual interest.

5. The Parties will encourage implementation of the October 11, 1978 Memorandum of Understanding[2] between the Department of Transportation of the United States of America and the Ministry of Communications and Posts of the Hungarian People's Republic concerning Research Cooperation in the Field of Transportation.

6. The Parties will encourage cooperative activities and exchanges between the United States Department of Agriculture and the Hungarian Ministry for Agriculture and Food, the United States Department of Interior (Bureau of Mines) and the Hungarian Ministry for Heavy Industries, and the United States Department of Commerce (National Bureau of Standards) and corresponding Hungarian agencies and organizations. For this purpose, the Parties will provide for:

(a) the annual exchange of up to three specialists from each side for up to three months each to conduct research and participate in projects of mutual interest;

(b) the annual exchange of up to three senior specialists from each side for up to three weeks each for an exchange of experience and consultation.

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[1] Not printed.
[2] TIAS 9216; 30 UST 743.

The Parties will encourage the above-mentioned agencies to expand their cooperation and to develop joint projects under mutually acceptable terms.

7. The Parties will continue to explore the possibilities of additional cooperative activities between other appropriate entities of the two countries. For this purpose the Parties will provide for the exchange of two delegations of two persons each from each side for periods of up to three weeks each.

8. The Parties will explore the possibility of an exchange of scientific and technical film weeks during the period of the Program. Each of the film weeks may incorporate mutually acceptable collateral activities such as meetings of representatives of the relevant fields. The arrangements for the film weeks will be made through diplomatic channels.

9. The Parties will explore the possibilities of holding bilateral seminars on scientific subjects of mutual interest during the period of the Program. The subjects of the seminars and other details will be agreed upon through diplomatic channels.

10. The Parties will promote the exploration of additional cooperative arrangements between interested institutions and organizations of the two countries and will report the results at the first meeting of their representatives as mentioned in Article III, paragraph 7.

ARTICLE III - GENERAL PROVISIONS

1. The exchanges, visits and other cooperative activities provided for herein shall be subject to the constitutional requirements and applicable laws and regulations of the two countries and the availability of funds. Within this framework, both Parties will use their best efforts to promote favorable conditions for the fulfillment of these exchanges, visits and other cooperative activities in accordance with the provisions and objectives of the Agreement.

2. This Program will not preclude other mutually acceptable exchanges, visits and cooperative activities which may be initiated by interested organizations or persons active in the fields of culture, education, science and technology, it being understood that additional exchanges, visits and other cooperative activities will be facilitated by prior agreement through diplomatic channels or between appropriate organizations.

3. The Parties may initiate, by mutual agreement, an increase in the number of exchanges, visits and other cooperative activities provided for in the Program.

4. Persons participating in the exchanges, visits and other cooperative activities provided for in the Program will be nominated by the sending Party. Nominations will be submitted in a mutually acceptable form through diplomatic channels, normally three months prior to the proposed arrival date. In the case of visiting lecturers specified in Article I, paragraph 3, nominations will be submitted by the sending Party nine months in advance of the proposed arrival date. The receiving Party will advise the sending Party of its acceptance no later than six months prior to the proposed arrival date. In the case of other nominations the Parties will give notification of acceptance normally one month prior to the proposed arrival date and will inform each other at least two weeks in advance of the exact arrival date.

5. With the exception of Article I, paragraphs 10 and 11 and Article II, paragraph 8, for visits specified in the Program:

(a) the sending Party will provide round-trip transportation between the capitals of the two countries (Washington, D.C. and Budapest);

(b) the receiving Party will provide:

(i) the internal travel necessary for the successful completion of each visitor's approved program;

(ii) the local expenses of stay as specified in the Annex which forms an integral part of the Program;

(iii) medical and hospital insurance in case of illness or accident, within limitations established in advance by each side;

(iv) interpreters when appropriate for the professional programs of the visitors under Article I, paragraphs 1, 5 and 7 and Article II, paragraphs 6(b) and 7.

(c) The conditions governing cooperation between universities and other scholarly and scientific institutions arising from Article I, paragraph 5 of the Program will be established by the participating institutions and organizations themselves.

6. The provisions of the Program may be amended by agreement between the Parties.

7. The Parties agree to hold by the end of 1980 a meeting of their designated representatives to discuss the implementation of the first year of the Program and plans for the second year.

8. For the Government of the United States of America the United States International Communication Agency and the Department of State, for the Government of the Hungarian People's Republic the Institute for Cultural Relations, are designated as executive agencies for the implementation of the Program. These executive agencies will maintain contact through diplomatic channels.

9. The Program shall enter into force on January 1, 1980 and remain in force through December 31, 1981.

DONE in duplicate at Washington, D.C., this 25th day of October, 1979, in the English and Hungarian languages, both being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

John E. Reinhardt [1]

FOR THE GOVERNMENT OF THE HUNGARIAN PEOPLE'S REPUBLIC

[2]

[1] John E. Reinhardt.
[2] Rudolf Ronai.

ANNEX

Financial provisions of the Program of Cooperation and Exchanges in Culture, Education, Science and Technology Between the Government of the United States of America and the Government of the Hungarian People's Republic for 1980 and 1981

1. For visits of one month or less, specified under Article I, paragraphs 1, 2, 4, 5, 7, 8 and 12, and Article II, paragraphs 6(b) and 7, the United States Party will provide a daily allowance of 55 U.S. dollars; the Hungarian Party will provide appropriate free hotel accommodation and a daily allowance of 350 Forints.

2. In the case of multiregional projects specified in Article I, paragraph 2 of the Program, where the financial conditions of participation differ from paragraph 1 of this Annex, the United States Party will notify the Hungarian Party of these conditions in advance, together with other details of the projects.

3. In the case of visiting lecturers specified under Article I, paragraph 3, the financial conditions will be determined through diplomatic channels.

4. For visits of more than one month specified under Article II, paragraph 6(a), the United States Party will provide for Hungarian specialists a monthly stipend of 900 U.S. dollars and the internal travel necessary for successful completion of the approved program of research; the Hungarian Party will provide for American specialists a monthly stipend of 7,000 Forints and an appropriate furnished apartment including utilities, free of charge, and the internal travel necessary for successful completion of the approved program of research.

5. For visits specified under Article II, paragraphs 1 through 5, the specific financial conditions will be determined by prior agreement between the agencies concerned.

AZ AMERIKAI EGYESÜLT ÁLLAMOK KORMÁNYA ÉS A MAGYAR NÉPKÖZTÁRSASÁG KORMÁNYA KULTURÁLIS, OKTATÁSI, TUDOMÁNYOS ÉS MŰSZAKI-TUDOMÁNYOS EGYÜTTMŰKÖDÉSI ÉS CSEREPROGRAMJA AZ 1980. ÉS 1981. ÉVRE

Az Amerikai Egyesült Államok Kormánya és a Magyar Népköztársaság Kormánya 1977. április 6-án Budapesten aláirt kulturális, oktatási, tudományos és müszaki-tudományos egyezménye / a továbbiakban "az Egyezmény" / V. cikkével összhangban a két kormány / a továbbiakban "a Felek" / a következő együttmüködési és csereprogramot / a továbbiakban " a Program" / dolgozták ki az 1980. és 1981. évre.

I. CIKK - KULTURA ÉS OKTATÁS

1. A Felek lehetővé teszik mindkét részről évente legfeljebb tiz vezető beosztásu szakember cseréjét, egyenként legfeljebb egyhónapos időtartamokra, tapasztalatcsere és konzultációk céljából. A szakterületeket és a látogatások időtartamát diplomáciai uton határozzák meg.

2. Az amerikai Fél törekedni fog évente legfeljebb tiz magyar résztvevő fogadására az Egyesült Államokban rendezett multiregionális szemináriumokon. A szemináriumok az amerikai Fél által megküldött tájékoztatás alapján történő kiválasztására és a jelölések átadására diplomáciai uton kerül sor.

3. A Felek mindkét részről évente két vendégelőadó, egyenként egy szemeszterre történő cseréjét teszik lehetővé egyetemekről és más oktatási, valamint tudományos intézményekből. A szakterületeket és a fogadó egyetemeket diplomáciai uton határozzák meg.

4. A Felek a Program időszaka alatt egy kétoldalu szemináriumot rendeznek Magyarországon a magyar irodalmi alkotások Egyesült Államok-beli leforditásának és kiadásának lehetőségeiről, amely céljára a magyar Fél legfeljebb hat résztvevőt fogad az Egyesült Államokból. A Felek kezdeményezhetik egyéb közös szemináriumok megrendezését, a két ország szakértőinek részvételével, a kölcsönös érdeklődésre számot tartó témákban. E szemináriumokra lehetőség szerint a két országban felváltva kerül sor. A szemináriumok témáiban és időpontjában diplomáciai uton történik megállapodás.

5. A Felek ösztönzik a két ország egyetemeinek és egyéb oktatási, valamint tudományos intézményeinek kapcsolatait és együttmüködését, a kölcsönös érdek alapján meghatározott szakterületeken. Ezért arra törekszenek, hogy e kapcsolatok lehetőségeinek tanulmányozása céljából kölcsönösen legfeljebb négy vezető beosztásu képviselőt fogadjanak a másik ország egyetemeiről és egyéb oktatási és tudományos intézményeiből. E látogatások időtartama általában három-négy hétig terjedhet.

6. A Felek elősegitik a diplomák összehasonlithatóságára és egyenértéküségére vonatkozó konzultációkat és információcserét.

7. A Felek elősegitik a két ország nagyobb könyvtárai és levéltárai közötti kapcsolatok fejlesztését, és e célból a Program időszaka alatt mindegyik Fél két szakértőt fogad a másik országból. E látogatások időtartama általában három-négy hétig terjedhet.

8. Az amerikai Fél a magyar Fél kérése alapján legfeljebb három angol nyelvoktatási szakértőt küld előadások tartására a magyar középiskolák és egyetemek angol szakos tanárai részére szervezett tanfolyamokon.

9 /a/. A Felek elősegitik az Egyezmény I. cikke 2 /a/. bekezdésében meghatározott jellegü kiállitások cseréjét, kölcsönösen elfogadható alapon, beleértve a nagykiállitásokat is, amennyiben igy állapodnak meg. A kiállitások részleteiben, beleértve azok témáját és megrendezésük anyagi feltételeit, diplomáciai uton történik megállapodás.

/b/. A Felek ösztönzik a két ország muzeumainak és más megfelelő intézményeinek kapcsolatait, beleértve a művészeti kiadványok cseréjét és egyéb, kölcsönösen elfogadható együttmüködési formákat.

10. A Felek megvizsgálják filmhetek cseréjének lehetőségét a Program időszaka alatt. A filmhetekkel összefüggésben kölcsönösen elfogadható kisérő rendezvényekre, ugy mint filmmüvészek találkozóira, is sor kerülhet.

11. A Felek ösztönzik hivatásos és egyetemi zenei, tánc és szinházi együttesek, valamint előadómüvészek látogatásait. A konkrét megegyezésekre megfelelő csatornákon kerül sor.

12. A Felek megvizsgálják képzőmüvészeti, zenei, tánc és szinházi szakemberek látogatásainak lehetőségét, szakmai tapasztalatcsere és produkciókban való közremüködés céljából.

II. CIKK - TUDOMÁNYOK ÉS MÜSZAKI TUDOMÁNYOK

1 /a/. A Felek ösztönzik az Amerikai Egyesült Államok Országos Tudományos Alapitványa / NSF / és a Magyar Népköztársaság Kulturális Kapcsolatok Intézete / KKI / közötti 1972. julius 7-i Tudományos Együttmüködési Megállapodás végrehajtását, amelyet Dr. Richard T. Atkinson az NSF igazgatója és Rónai Rudolf a KKI elnöke között 1977. május 17-én és 1977. junius 27-én létrejött levélváltás utján 1977. julius 7-től további öt évre meghosszabbitottak.

/b/. Az NSF és a KKI közös tevékenységük kibővitésére törekszenek a természet- és müszaki tudományok területein, és e célból kölcsönösen megfelelő pénzügyi alapok biztositására törekszenek tudósok és kutatók további rövid ill. hosszu időtartamu cseréje érdekében.

/c/. Az együttmüködési tevékenység kiterjesztésének részleteit az NSF és KKI közötti levélváltás utján határozzák meg, a Program aláirásával egyidőben.

2. A Felek ösztönzik az Amerikai Egyesült Államok Országos Tudományos Akadémiája és a Magyar Tudományos Akadémia tudományos együttmüködéséről szóló, 1974. junius 1-én kelt, és 1975. szeptember 1-én módositott, meglévő Egyetértési Memorandum végrehajtását, mely évente 35 ember-hónap cseréjét biztositja mindkét részről.

3. A Felek ösztönzik az Egyesült Államok Egészségügyi Oktatási és Jóléti Minisztériuma és a magyar Egészségügyi Minisztérium közötti csereprogram végrehajtását, kölcsönösen elfogadható területeken, amely évente mindkét részről legfeljebb 12 ember-hónapot foglal magában. A Felek főhatósá-

gaikat arra ösztönzik, hogy megvizsgálják együttműködési megállapodás létrehozásának lehetőségét az egészségügyi tudományok területén.

4. A Felek ösztönzik az együttműködést az Egyesült Államok Földtani Szolgálata és a magyar Központi Földtani Hivatal között, amely együttműködés évente amerikai szakemberek legfeljebb négy ember-hónapos magyarországi és magyar szakemberek legfeljebb tíz ember-hónapos Egyesült Államok-beli cseréjét foglalja magában, a kölcsönös érdeklődésre számot tartó területeken.

5. A Felek ösztönzik az Amerikai Egyesült Államok Közlekedési Minisztériuma és a Magyar Népköztársaság Közlekedési és Postaügyi Minisztériuma 1978. október 11-i Együttműködési Memorandumának végrehajtását a közlekedés területén való kutatási együttműködésről.

6. A Felek ösztönzik az Egyesült Államok Mezőgazdasági Minisztériuma és a magyar Mezőgazdasági és Élelmezésügyi Minisztérium; az Egyesült Államok Belügyminisztériuma / Bányászati Hivatal / és a magyar Nehézipari Minisztérium, az Egyesült Államok Kereskedelmi Minisztériuma / Országos Mérésügyi Hivatal / és megfelelő magyar főhatóságok és szervezetek közötti együttműködési tevékenységet és cseréket.
E célból a Felek gondoskodnak:

/a/. évente mindkét részről legfeljebb három szakember, egyenként legfeljebb három hónapra történő cseréjéről, kutatások végzése és kölcsönös érdeklődésre számot tartó projektumokban való részvétel céljából.

/b/. évente mindkét részről legfeljebb három vezető szakember egyenként legfeljebb három hétre történő cseréjéről, tapasztalatcsere és konzultáció céljából.

A Felek ösztönzik a fent emlitett főhatóságokat együttmüködésük kiterjesztésére és közös projektumok kifejlesztésére, kölcsönösen elfogadható feltételek alapján.

7. A Felek folytatják a két ország egyéb megfelelő intézményei közötti további közös tevékenység lehetőségeinek feltárását. E célból a Felek két, egyenként két főből álló delegáció cseréjéről gondoskodnak, melyek időtartama egyenként legfeljebb három hét lehet.

8. A Felek megvizsgálják tudományos és müszaki tudományos filmhetek cseréjének a lehetőségét a Program időszaka alatt. Mindegyik filmhét magában foglalhat kölcsönösen elfogadható kisérő rendezvényeket is, ugy mint az érintett területek képviselőinek találkozóit. A filmhetek megrendezésére diplomáciai uton kerül sor.

9. A Felek megvizsgálják kétoldalu szemináriumok megrendezésének lehetőségét a Program időszaka alatt a kölcsönös érdeklődésre számot tartó tudományos témákban. A szemináriumok tárgyában és más részletekben diplomáciai uton állapodnak meg.

10. A Felek elősegitik további közös tevékenység feltárását a két ország érdekelt intézményei és szervezetei között és az eredményekről képviselőik a III. cikk 7. bekezdésében emlitett első találkozóján számolnak be.

III. CIKK - ÁLTALÁNOS RENDELKEZÉSEK

1. Az ebben foglalt cserék, látogatások és egyéb közös tevékenység alá van vetve a két ország alkotmányos előirásainak, hatályos jogszabályainak és rendelkezéseinek, valamint a rendelkezésre álló pénzügyi alapoknak. E kereten belül

mindkét Fél minden tőle telhetőt megtesz annak érdekében, hogy kedvező feltételeket biztositson e cserék, látogatások és egyéb közös tevékenység megvalósitásához az Egyezmény célkitüzéseivel és rendelkezéseivel összhangban.

2. Ez a Program nem zárja ki a kultura, az oktatás, a tudományok és müszaki tudományok területén müködő érdekelt szervezetek és személyek által kezdeményezett egyéb kölcsönösen elfogadható cseréket, látogatásokat és egyéb közös tevékenységet, figyelembe véve, hogy a további cserék, látogatások és közös tevékenység előmozditására diplomáciai uton, vagy a megfelelő szervezetek között létrejött előzetes megállapodás alapján kerül sor.

3. A Felek kölcsönös megállapodás alapján kezdeményezhetik a Programban foglalt cserék, látogatások és egyéb közös tevékenység számának bővitését.

4. A Programban foglalt cserékben, látogatásokban és egyéb közös tevékenységben résztvevő személyekre a küldő Fél tesz jelölést. A jelölések átadása kölcsönösen elfogadható formában diplomáciai uton történik, általában három hónappal a tervezett érkezési időpont előtt. A Program I. cikke 3. bekezdésében meghatározott vendégelőadók esetében a küldő Fél kilenc hónappal a tervezett érkezési időpont előtt teszi meg a jelöléseket. A fogadó Fél legalább hat hónappal a tervezett érkezési időpont előtt tájékoztatja a küldő Felet az elfogadásról. A többi jelölés esetében a Felek általában egy hónappal a tervezett érkezési időpont előtt adnak tájékoztatást az elfogadásról és legalább két héttel korábban értesitik egymást a pontos érkezési időpontról.

5. A Programban meghatározott látogatások esetében, kivéve az I. cikk 10. és 11. bekezdését és a II. cikk 8. bekezdését:

/a/. A küldő Fél gondoskodik a két ország fővárosa / Washington D.C. és Budapest / közötti oda-vissza utazásról,

/b/. A fogadó Fél biztositja

/i/. a látogatók jóváhagyott programjának sikeres teljesitéséhez szükséges belső utazásokat;

/ii/. a helyi tartózkodás költségeit, ezeket a Függelék részletezi, amely a Program szerves részét képezi;

/iii/. orvosi és kórházi ellátást megbetegedés vagy baleset esetén, a Felek által előre meghatározott kereteken belül;

/iv/. tolmácsot a I. cikk 1. 5. és 7. bekezdésében és a II. cikk 6 /b/. és 7. bekezdésében meghatározott látogatók szakmai programjához, amikor szükséges.

/c/. A Program I. cikke 5. bekezdéséből fakadóan, az egyetemek és egyéb oktatási, valamint tudományos intézmények együttmüködését szabályozó feltételeket a résztvevő intézmények és szervezetek saját maguk határozzák meg.

6. A Program rendelkezései a Felek megegyezésével módosithatók.

7. A Felek megállapodnak, hogy kijelölt képviselőik 1980. végén találkoznak a Program első éve végrehajtásának és a második évre vonatkozó terveknek a megvitatása céljából.

8. Az Amerikai Egyesült Államok Kormánya részéről az Egyesült Államok Nemzetközi Kommunikációs Ügynöksége és a Külügyminisztérium, a Magyar Népköztársaság Kormánya részéről a Kulturális Kapcsolatok Intézete a Program megvalósitására kijelölt végrehajtó szerv. E végrehajtó szervek a kapcsolatot diplomáciai uton tartják egymással.

9. A Program 1980. január 1-én lép érvénybe és 1981. december 31-ig marad érvényben.

Készült Washingtonban, az 1979. év október 25. napján, két példányban, angol és magyar nyelven, mindkettő egyaránt hiteles.

AZ AMERIKAI EGYESÜLT ÁLLAMOK KORMÁNYA NEVÉBEN

A MAGYAR NÉPKÖZTÁRSASÁG KORMÁNYA NEVÉBEN

F Ü G G E L É K

Az Amerikai Egyesült Államok Kormánya és a Magyar Népköztársaság Kormánya 1980. és 1981. évre szóló Kulturális, Oktatási, Tudományos és Müszaki-Tudományos Együttmüködési és Csereprogramjának pénzügyi rendelkezései

1. Az I. cikk 1,2,4,5,7,8 és 12. bekezdésében, valamint a II. cikk 6 /b/. és 7. bekezdésében meghatározott egy hónapos vagy annál rövidebb időtartamu látogatások esetében, az amerikai Fél napi 55 US $ ellátmányt, a magyar Fél megfelelő ingyenes szállodai elhelyezést és napi 350.- Ft. ellátmányt biztosit.

2. A Program I. cikk 2. bekezdésében meghatározott multiregionális szemináriumok esetében, ahol a pénzügyi feltételek eltérnek a Függelék 1. bekezdésétől, az amerikai Fél előre értesiti a magyar Felet ezekről a feltételekről, a szemináriumok egyéb részleteivel együtt.

3. Az I. cikk 3. bekezdésében meghatározott vendégelőadók esetében a pénzügyi feltételeket diplomáciai uton határozzák meg.

4. A II. cikk 6 /a/. bekezdésében meghatározott egy hónapnál hosszabb időtartamu látogatások esetében, az amerikai Fél a magyar szakemberek részére 900 US $ havi ellátmányt biztosit, valamint a jóváhagyott kutatási program sikeres teljesitéséhez szükséges belső utazásokat; a magyar Fél az amerikai szakemberek részére 7000 Ft. havi ellátmányt biztosit, továbbá ingyenes, megfelelő butorozott lakást, beleértve a szolgáltatásokat, valamint a jóváhagyott kutatási program sikeres teljesitéséhez szükséges belső utazásokat.

5. A II. cikk 1-től 5-ig bekezdésekben meghatározott látogatások esetében a sajátos pénzügyi feltételeket az érintett országos hatáskörü szervek előzetes megállapodás alapján határozzák meg.

TUNISIA

Cultural Cooperation

Agreement signed at Tunis September 28, 1979;
Entered into force September 28, 1979.

AGREEMENT ON CULTURAL COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE TUNISIAN REPUBLIC

§
§

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

Desiring to strengthen their ties of friendship and their cultural cooperation, agree as follows:

1. The two governments will promote and facilitate still further programs of cooperation and exchange in the fields of culture, information, education, science, technology, youth, sports, and in other fields of common interest.

2. The two governments will promote and facilitate the exchange of professors, researchers, lecturers, teachers, and students.

3. The two governments will promote and facilitate the exchange of writers, artists, and other educational and cultural specialists.

4. The two governments will promote and facilitate the exchange of young people and sports groups.

5. The two governments will promote cooperation between learned and professional societies, universities, and other educational and cultural institutions of the two countries by means of study and research grants and training programs.

6. The two Governments will, to the extent possible, facilitate access to their respective monuments, collections, archives, libraries, and other institutes of learning by researchers, scholars and students sent by the other government. The two Governments will promote and facilitate cooperation between archaeological institutes of the two countries and the exchange of copies of ancient and contemporary art, as well as microfilms, manuscripts, and scientific documents.

7. The two Governments will use their best efforts to extend to citizens or nationals of the other country engaged in activities pursuant to the present agreement such favorable treatment with respect to entry, travel, residence and exit as is consistent with their respective national laws and regulations.

8. The two Governments will try to assure, as much as possible,

mutual participation and cooperation in international programs in their respective countries, including conferences, festivals, exhibits, and athletic competitions.

9. The two Governments will promote, consistent with their respective laws and regulations, the exchange and dissemination of technical and technological books, films, brochures, publications, and periodicals.

10. The two Governments will promote technical cooperation between their radio and television stations and, in appropriate cases, will promote the exchange and co-production of programs and films by these institutions.

11. The two Governments will encourage the appropriate institutions in their respective countries to exchange cultural and education films and musical recordings and to co-produce films.

12. A Joint Communication Committee is hereby established and will meet quarterly in Tunisia. The Committee, utilizing available government and private funding will propose, consider, and determine by common accord programs and projects to achieve the objectives of the present agreement. The Committee also will determine proportionate funding by the two governments for all projects which are agreed upon and are consistent with their respective laws and regulations. The participation and obligation of the United States of America in the present agreement is subject to the appropriation of funds for that purpose by the United States Congress.

13. The Joint Communication Committee will be composed of Citizens or nationals of each country residing in Tunisia and appointed by their respective Governments.

14. The two Governments will deal with each other on the basis of mutual respect for the sovereignty of the two countries; this agreement shall not have the effect of changing the domestic law of either country, and the responsibilities assumed by each government under this agreement shall be subject to the constitution, laws, and regulations applicable

in each country.

15. This agreement will enter into force on the date of its signature and be valid for a period of five years. It will be automatically extended for an additional five years unless it is terminated by either party upon notification six months in advance.

This agreement may be revised or supplemented by written amendment following consultation and agreement by the two Governments.

In case of notice of termination by either party, the situation with respect to the various beneficiaries will continue unchanged until the end of the year in which the notice of termination is given; and, with respect to scholarship holders, their situation will continue unchanged until the end of the school or university year in which the notice of termination is given.

Done at Tunis on September 28, 1979, in the French and English languages, both equally authentic.

[1]

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

[2]

FOR THE GOVERNMENT OF THE TUNISIAN REPUBLIC

[1] Stephen W. Bosworth.
[2] I. Khalili.

ACCORD DE COOPERATION CULTURELLE

ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

ET LE GOUVERNEMENT DE LA REPUBLIQUE TUNISIENNE

§
§

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République tunisienne,

Désireux de renforcer leurs liens amicaux et leur coopération dans le domaine culturel sont convenus des dispositions suivantes :

1. Les deux gouvernements encourageront et faciliteront encore davantage la réalisation des programmes de coopération et d'échanges en matière de culture, d'information, d'éducation, de science, de technologie, de jeunesse et de sports ainsi que dans d'autres domaines d'intérêt commun.

2. Les deux gouvernements encourageront et faciliteront l'échange de professeurs, de chercheurs, de conférenciers, d'enseignants et d'étudiants.

3. Les deux gouvernements encourageront et faciliteront l'échange d'auteurs, d'artistes et d'autres experts culturels et pédagogiques.

4. Les deux gouvernements encourageront et faciliteront l'échange de jeunes et de groupes sportifs.

5. Les deux gouvernements encourageront la coopération entre "Sociétés savantes et professionnelles", universités et autres institutions pédagogiques et culturelles des deux pays par l'octroi de bourses d'études et de recherches et par des programmes de stage.

6. Les deux gouvernements faciliteront dans la mesure du possible, l'accès de leurs monuments, collections, archives, bibliothèques et autres établissements d'enseignement respectifs aux chercheurs, savants et étudiants, envoyés par leur gouvernement. Les deux gouvernements encourageront et faciliteront la coopération entre instituts d'archéologie des deux pays et l'échange de copies d'art ancien et contemporain et de microfilms, de manuscrits et de documents scientifiques.

7. Les deux gouvernements feront de leur mieux pour assurer à leurs ressortissants respectifs se livrant à des travaux relevant du présent accord tout traitement favorable en ce qui concerne l'entrée, les voyages, le séjour et la sortie, compte tenu de leurs législation

et réglementation nationales respectives.

8. Les deux gouvernements s'efforceront d'assurer, autant que possible, une participation et une coopération mutuelles dans les programmes à caractère international de leurs pays respectifs y compris les congrés, festivals, expositions et compétitions sportives.

9. Les deux gouvernements encourageront, compte tenu de leurs législation et réglementation respectives, l'échange et la diffusion d'ouvrages techniques et technologiques, de films, de brochures, de publications et de périodiques.

10. Les deux gouvernements encourageront la coopération technique entre leurs stations de radiodiffusion et de télévision et, le cas échéant, l'échange et la réalisation en commun de programmes et de films par ces établissements.

11. Les deux gouvernements encourageront les institutions compétentes de leurs pays à échanger des films et des enregistrements musicaux culturels et éducatifs ainsi qu'à réaliser des coproductions cinématographiques.

12. Un Comité Mixte des Communications est constitué et se réunira trimestriellement en Tunisie. Ce Comité, utilisant les fonds gouvernementaux et privés disponibles, proposera, examinera et fixera d'un commun accord des programmes et des projets pour la réalisation des objectifs du présent accord. Il déterminera également les modalités de financement par les deux gouvernements de tous les projets qu'il a été convenu d'adopter et qui sont conformes à leurs lois et réglementations respectives. La participation des Etats-Unis au présent accord et leur engagement sont subordonnés à l'attribution de fonds par le Congrés américain.

13. Le Comité Mixte des Communications est composé de ressortissants de chaque pays résidant en Tunisie et désignés par leur gouvernement respectif.

14. Les deux gouvernements baseront leurs rapports mutuels sur le respect de la souveraineté des deux pays et le présent accord ne peut avoir pour effet de modifier la loi intérieure de l'un ou l'autre des pays, les responsabilités assumées par chacun des deux gouvernements aux termes du présent accord étant subordonnées à la constitution, à la législation et aux réglementations applicables de chacun des pays.

15. Le présent accord entrera en vigueur pour une durée de cinq ans, à la date de sa signature. Il sera tacitement reconduit pour une nouvelle période de cinq ans, sauf dénonciation par l'une des deux parties, moyennant un préavis de six mois.

Le présent accord pourra être révisé ou complété par écrit, après consultation et accord des deux gouvernements.

En cas de dénonciation par l'une des deux parties, la situation dont jouissent les divers bénéficiaires continuera sans changement jusqu'à la fin de l'année en cours et, pour ce qui concerne les boursiers, jusqu'à celle de l'année scolaire ou universitaire correspondante à la date de dénonciation.

Le présent accord est fait à Tunis le 28 Septembre 1979 en langues française et anglaise, les deux textes faisant également foi.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

POUR LE GOUVERNEMENT DE LA REPUBLIQUE TUNISIENNE

SINGAPORE

Air Transport Services

Agreement amending the agreement of March 31, 1978.
Effected by exchange of notes
Signed at Singapore September 14, 1979;
Entered into force September 14, 1979.
With memorandum of understanding
Signed at Singapore June 2, 1979.

The American Ambassador to the Singaporan Minister for Communications

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 617 Singapore, September 14, 1979.

Excellency:

I have the honor to refer to the negotiations held in Singapore from May 28 to June 2, 1979 between representatives of the Government of the United States of America and the Government of the Republic of Singapore concerning air transport relations between the two countries, and to propose, on behalf of my Government, that the Memorandum of Understanding of June 2, 1979, as subsequently amended to include, inter alia, a new paragraph 2(g) referring to the replacement of Article 9 of the U.S.-Singapore Air Transport Agreement of March 31, 1978 by a new Article 9, identified as Attachment 8 to the Memorandum (a copy of which is attached), be accepted as an amendment of the U.S.-Singapore Air Transport Agreement of March 31, 1978.[1]

If your Government agrees to the foregoing proposal, I have the honor to propose that this Note and your reply to that effect constitute an agreement between the two Governments which shall enter into effect on the date of your reply.

His Excellency
Ong Teng Cheong,
Minister for Communications,
Singapore,
REPUBLIC OF SINGAPORE.

[1] TIAS 9001; 29 UST 3119.

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

Richard F. Kneip [1]

Enclosure:

Memorandum of Understanding
of June 2, 1979, as Amended

[1] Richard F. Kneip.

MEMORANDUM OF UNDERSTANDING

1. Delegations representing the Governments of the Republic of Singapore and the United States of America met in Singapore from May 28 to June 2, 1979 to amend the Air Transport Agreement of March 31, 1978. Delegations are listed in Attachments 1 and 2.

2. Both Delegations agreed to recommend to their Governments to amend the Air Transport Agreement as follows:

A. Article 1 (Definitions).

A. "Agreement" shall mean this Agreement, the Annexes attached thereto, and any amendments thereto.

C. "Designated airline" means an airline designated and authorized in accordance with Article 3 of this Agreement.

E. "Air service" and "air transportation" mean any operation performed by aircraft for the public carriage of traffic in passengers (and their baggage), cargo and mail, separately or in combination, for remuneration or hire.

B. Article 3 (Designation and Authorization) - See revised text in Attachment 3.

C. Article 10 (Pricing) - See revised text in Attachment 4.

D. Article 11D (Ground Services) - See revised text in Attachment 5.

E. Annex (Routes) - See new text of Annex I, Attachment 6.

F. Exchange of Notes (Charters) - See new text of Annex II, Attachment 7.

G. Article 9 (Fair Competition) - See new text in Attachment 8.

3. Ground Handling:

In further amplification of Article 11D (as amended), the following understanding has been reached in regard to Changi and future international airports.

With respect to passenger check-in and maintenance (including engineering, cabin cleaning, services and repairs) designated airlines will be permitted, in keeping with current Singapore policy, to offer these services to any airline. Any contemplated changes in Singapore's policy affecting U.S. airlines will not be implemented without prior consultation. With respect to ramp (apron) service for cargo, U.S. airlines may lease equipment and operators thereof to or from other designated U.S. airlines or lease equipment to or from the authorized contractors. For the purposes of Articles 11D, ramp (apron) services for cargo shall apply to all cargo carried on:

1. All-cargo aircraft;

2. Combination aircraft for carriage of cargo in belly or upper deck or both.

4. Both Delegations reaffirm their Governments' traditional opposition to anti-competitive aviation practices such as monopolies, duopolies and other comparable abuses.

5. The provisions of this Memorandum of Understanding shall take effect upon an exchange of Diplomatic Notes.

[1]

[1] O. T. Cheong.

Attachment 1

SINGAPORE DELEGATION

Chairman: Sim Kee Boon, Permanent Secretary, Ministry of Communications

Members: Pek Hock Thiam, Director, Air Transport Division, Ministry of Communications

Cherry Tan, Assistant Director, Air Transport Division, Ministry of Communications

Lim Chin Beng, Managing Director, Singapore Airlines

Stanley Kuppusamy, International Relations Manager, Singapore Airlines

Tony Syn Chung Wah, Assistant Director of Marketing, Singapore Airlines

Seow Pau Chern, International Relations Officer, Singapore Airlines

Lim Hock San, Deputy Director, Department of Civil Aviation

Khong Teck Kim, Operations Officer, Department of Civil Aviation

Emily Nathan, Legal Officer, Department of Civil Aviation

E. C. Foenander, Deputy Senior State Counsel, Attorney General's Chambers

Attachment 2

UNITED STATES DELEGATION

Chairman: Robert A. Brown, Acting Director, Office of Aviation, Department of State

Members: James S. Horneman, Chief, Pacific and Far East, Civil Aeronautics Board

Edward P. Oppler, Deputy Director, Office of Air Transportation, Department of Transportation

Jeffrey N. Shane, Assistant General Counsel for International Law, Department of Transportation

John F. Hoog, Second Secretary, Embassy of the U.S.A.

Technical Advisor: Lisa Ray, Assistant Director, International Affairs, Air Transport Association

Attachment 3

ARTICLE 3

(1) Each Party shall have the right to designate as many airlines as it wishes to conduct international air transportation in accordance with this Agreement and to withdraw or alter such designations. Such designations shall be transmitted to the other Party in writing through diplomatic channels, and shall identify whether the airline is authorized to conduct the type of air transportation specified in Annex I or in Annex II or in both.

(2) On receipt of such a designation and of applications in the form and manner prescribed from the designated airline for operating authorizations and technical permissions, the other Party shall grant appropriate authorizations and permissions with minimum procedural delay, provided:

(a) substantial ownership and effective control of that airline are vested in the Party designating the airline, nationals of that Party, or both.

(b) the designated airline is qualified to meet the conditions prescribed under the

laws and regulations normally applied to the operation of international air transportation by the Party considering the application or applications; and

(c) the Party designating the airline is maintaining and administering the standards set forth in Article 6.

Attachment 4

ARTICLE 10

(1) Each Party shall allow prices for air transportation to be established by each designated airline based upon commercial considerations in the marketplace. Intervention by the Parties shall be limited to:

(a) prevention of predatory or discriminatory prices or practices;

(b) protection of consumers from prices that are unduly high or restrictive because of the abuse of a dominant position; and

(c) protection of airlines from prices that are artificially low because of direct or indirect governmental subsidy or support.

(2) Each Party may require notification to or filing with its aeronautical authorities of prices proposed to be charged to or from its territory by airlines of the other Party. Notification or filing by the airlines of both Parties may be required no more than 60 days before the proposed date of effectiveness. In individual cases, notification or filing may be permitted on shorter notice than normally required. Neither Party shall require the notification or filing by airlines of the other Party or by airlines of third countries of prices charged by

charterers to the public for traffic originating in the territory of that other Party.

(3) Neither Party shall take unilateral action to prevent the inauguration or continuation of a price proposed to be charged or charged by (a) an airline of either Party or by an airline of a third country for international air transportation between the territories of the Parties, or (b) an airline of one Party for international air transportation between the territory of the other Party and a third country, including in both cases transportation on an interline or intra-line basis. If either Party believes that any such price is inconsistent with the considerations set forth in paragraph (1) of this Article, it shall request consultations and notify the other Party of the reasons for its dissatisfaction as soon as possible. These consultations shall be held not later than 30 days after receipt of the request, and the Parties shall cooperate in securing information necessary for reasoned resolution of the issue. If the Parties reach agreement with respect to a price for which a notice of dissatisfaction has been given, each Party shall use its best efforts to put that agreement into effect. Without mutual agreement, that price shall go into or continue in effect.

(4) Notwithstanding paragraph (3) of this Article, each Party shall allow (a) any airline of either Party or any airline of a third country to meet a lower or more competitive price proposed or charged by any other airline or charterer for international air transportation between the territories of the Parties, and (b) any airline of one Party to meet a lower or more competitive price proposed or charged by any other airline or charterer for international air transportation between the territory of the other Party and a third country. As used herein, the term "meet" means the right to establish on a timely basis, using such expedited procedures as may be necessary, an identical or similar price on a direct, interline or intra-line basis, notwithstanding differences in conditions relating to routing, round-trip requirements, connections, type of service or aircraft type.

Attachment 5

ARTICLE 11

D. The designated airlines of each Party shall be permitted flexibility in ground handling in the country of the other Party. In accordance with this principle, each designated airline will be permitted to perform or to choose an authorized contractor at the option of the airline to perform the functions of checking in passengers, maintenance (engineering, cabin cleaning, services and repairs), ramp (apron) services for cargo (for Changi and future international airports), flight planning, operations and dispatch, selection of fuel vendor, freight receipt and delivery, packing and unpacking, storage, customs clearances, documentation preparation and, if feasible, food services. Each designated airline shall be permitted to rent from an authorized lessor the space required for the conduct of the above-named services. Details pertaining to these services are contained in paragraph 3 of the Memorandum of Understanding dated June 2, 1979. With respect to the above-named ground services, there will be no discrimination as among airlines operating international flights, and prices charged should be reasonable and related to the cost of providing the service.

Attachment 6

ANNEX I
Scheduled Air Service

Section 1

Airlines of one Party whose designation identifies this Annex shall, in accordance with the terms of their designation, be entitled to perform international air transportation (1) between points on the following routes, and (2) between points on such routes and points in third countries through points in the territory of the Party which has designated the airlines.

A. Routes for the airline or airlines designated by the Government of the United States:

From the United States via intermediate points to Singapore and beyond.

B. Routes for the airline or airlines designated by the Government of the Republic of Singapore:

From Singapore via intermediate points[1] [2] across the Pacific to Guam, Honolulu, San Francisco and three additional points in the United States[3] to be selected by the Republic of Singapore with the option to change the selection of points by giving sixty days' prior notice, and beyond to points in Canada.

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(1) Service to Japan may begin by July 1, 1981 (or earlier), if, in the judgment of the United States Government, the fuel and airport capacity problems at the airport to be served by the Singapore designated airline or airlines have been resolved satisfactorily.

(2) Service to the Philippines may not begin prior to July 1, 1982.

(3) Consultations after July 1, 1981 to consider the possibility of additional points in the United States for Singapore.

[Footnotes in the original.]

Section 2

Each designated airline may, on any or all flights and at its option, operate flights in either or both directions, serve points on the routes in any order, and omit stops at any point or points outside the territory of the Party which has designated that airline, without loss of any rights to carry traffic otherwise permissible under this Agreement.

Section 3

On any international segment or segments of the routes described in Section 1 above, a designated airline may perform international air transportation without any limitation as to change, at any point on the route, in type or number of aircraft operated, provided that in the outbound direction the transportation beyond such point is a continuation of the transportation from the territory of the Party which has designated the airline and, in the inbound direction, the transportation to the territory of the Party which has designated the airline is a continuation of the transportation beyond such point.

Nothing in this Section shall be construed to permit the airline or airlines of either Party to establish operations in the territory of the other Party which do not originate or terminate in the homeland of the airline performing these operations.

Attachment 7

ANNEX II
Charter Air Service

Section 1

Airlines of one Party whose designation identifies this Annex shall, in accordance with the terms of their designation, be entitled to perform international air transportation to, from and through any point or points in the territory of the other Party, either directly or with stopovers en route, for one-way or round-trip carriage of the following traffic:

(a) any traffic to or from a point or points in the territory of the Party which has designated the airline;

(b) any traffic to or from a point or points beyond the territory of the Party which has designated the airline and carried between the territory of that Party and such beyond point or points (i) in air transportation other than under this Annex; or (ii) in air transportation under this Annex with the traffic making a stopover of at least two consecutive nights in the territory of that Party; unless applicable regulations promulgated by the Aeronautical Authorities of the other Party are more liberal.

Section 2

With regard to traffic originating in the territory of either Party, each designated airline performing air transportation under this Annex shall comply with such laws, regulations and rules of the Party in whose territory the traffic originates, whether on a one-way or round-trip basis, as that Party now or hereafter specifies shall be applicable to such transportation. When such regulations or rules of one Party apply more restrictive terms, conditions or limitations to one or more of its airlines, the designated airlines of the other Party shall be subject to the least restrictive of such terms, conditions or limitations. Moreover, if the Aeronautical Authorities of either Party promulgate regulations or rules which apply different conditions to different countries, each Party shall apply the least restrictive regulation or rule to the designated airlines of the other Party.

Section 3

Neither Party shall require a designated airline of the other Party, in respect of the carriage of traffic from the territory of that other Party on a one-way or round-trip basis, to submit more than a declaration of conformity with the laws, regulations and rules of that other Party referred to under Section 2 of this Annex or of a waiver of these regulations or rules granted by the Aeronautical Authorities of that other Party.

Attachment 8

ARTICLE 9

(1) Each Party shall allow a fair and equal opportunity for the designated airlines of both Parties to compete in the international air transportation covered by this Agreement.

(2) Each Party shall take all appropriate action within its jurisdiction to eliminate all forms of discrimination or unfair competitive practices adversely affecting the competitive position of the airlines of the other Party.

(3) Neither Party shall unilaterally limit the volume of traffic, frequency or regularity of service, or the aircraft type or types operated by the designated airlines of the other Party, except as may be required for customs, technical, operational or environmental reasons under uniform conditions consistent with Article 15 of the convention.

(4) Neither Party shall impose on the other Party's designated airlines a first refusal requirement, uplift ratio, no-objection fee, or any other requirement with respect to the capacity, frequency or traffic which would be inconsistent with the purposes of this Agreement.

(5) Neither Party shall require the filing of schedules, programs for charter flights, or operational plans by airlines of the other Party for approval, except as may be required on a non-discriminatory basis to enforce uniform conditions as foreseen by paragraph (3) of this Article or as may be specifically authorized in an Annex to this Agreement. If a Party requires filings for information purposes, it shall minimize the administrative burdens of filing requirements and procedures on air transportation intermediaries and on designated airlines of the other Party.

The Singaporan Minister for Communications to the American Ambassador

Min. Com. 10—S 1026·74

MINISTER FOR COMMUNICATIONS
SINGAPORE [redacted] 0409

Singapore, September 14, 1979

Excellency:

I have the honour to refer to your Note No. 617 dated 14 September 1979 proposing on behalf of your Government the acceptance, as an amendment to the US-Singapore Air Transport Agreement of 31 March 1978, of the Memorandum of Understanding signed on 2 June 1979 by representatives of the Government of the Republic of Singapore and the Government of the United States of America, and subsequently amended as referred to in your Note.

I am pleased to inform you that the Government of the Republic of Singapore accepts the amendments as aforesaid and have the honour hereby to confirm that your Note and this reply constitute an agreement between our Governments which comes into force this day.

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

His Excellency
Richard F. Kneip
Ambassador of the United States
of America

DOMINICA

Privileges and Immunities for Emergency Repairs Personnel

Agreement effected by exchange of letters
Signed at Bridgetown and Roseau September 17, 1979;
Entered into force September 17, 1979.

The American Ambassador to the Dominican Prime Minister

EMBASSY OF THE
UNITED STATES OF AMERICA
Bridgetown, Barbados

September 17, 1979

Dear Mr. Prime Minister:

In order to have the clearest possible mutual understanding about the status of United States personnel who are being assigned temporarily to Dominica, my Government has asked that I confirm with your Government that the engineering personnel of the U.S. Department of Defense temporarily in Dominica for the purpose of emergency repairs shall be accorded the privileges and immunities normally extended to the administrative and technical staff of a diplomatic mission under the Vienna Convention on Diplomatic Relations[1] and customary international law.

If the above understanding is acceptable to the Government of Dominica, this letter and your reply shall constitute an agreement between our two governments.

I take this occasion, Mr. Prime Minister, to reiterate assurances of my highest consideration and personal esteem.

Sincerely,

Sally A. Shelton

Sally A. Shelton
Ambassador

The Right Honorable J. Oliver Seraphine
Prime Minister of Dominica
Roseau, Dominica

[1] TIAS 7502; 23 UST 3227.

The Dominican Prime Minister to the American Ambassador

OFFICE OF THE PRIME MINISTER
CABINET SECRETARIAT

Telegrams: External, Dominica.
Telex 613 EXT. DO
Reference: P.

GOVERNMENT HEADQUARTERS.
ROSEAU.
COMMONWEALTH OF DOMINICA.
WEST INDIES.

September 17, 1979

Dear Miss Shelton:

Concerning your letter of September, 1979 in regard to the status and disposition of the engineering personnel of the U.S. Dept. of Defense temporarily in Dominica for the purpose of emergency repairs, this is to indicate the concurrence of the Government of Dominica that said forces shall be accorded the privileges and immunities normally extended to the administrative and technical staff of a diplomatic mission under the Vienna Convention on Diplomatic Relations and customary international law.

If the above understanding is acceptable to the Government of the United States, this letter and your reply shall constitute an agreement between our two Governments.

I take this occasion, Miss Shelton, to reiterate assurances of my highest consideration and personal.

Sincerely,

Oliver J. Seraphine,
Prime Minister of Dominica.

Miss Sally A. Sheldon,
Ambassador,
Embassy of the United States of America,
Barbados.

MEXICO

Extradition

Treaty signed at Mexico City May 4, 1978;
Ratification advised by the Senate of the United States of America November 30, 1979;
Ratified by the President of the United States of America December 13, 1979;
Ratified by Mexico January 31, 1979;
Ratifications exchanged at Washington January 25, 1980;
Proclaimed by the President of the United States of America February 6, 1980;
Entered into force January 25, 1980.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Extradition Treaty between the United States of America and the United Mexican States was signed at Mexico City on May 4, 1978, the text of which, in the English and Spanish languages, is hereto annexed;

The Senate of the United States of America by its resolution of November 30, 1979, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The Treaty was ratified by the President of the United States of America on December 13, 1979, in pursuance of the advice and consent of the Senate, and was duly ratified on the part of the United Mexican States;

It is provided in Article 23 of the Treaty that the Treaty shall enter into force on the date of exchange of the instruments of ratification;

The instruments of ratification of the Treaty were exchanged at Washington on January 25, 1980; and accordingly the Treaty entered into force on that date;

NOW, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the Treaty, to the end that it be observed and fulfilled with good faith on and after January 25,

1980, 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 sixth day of February in the year of our Lord one thousand nine hundred eighty and
[SEAL] of the Independence of the United States of America the two hundred fourth.

JIMMY CARTER

By the President:
CYRUS VANCE
Secretary of State

EXTRADITION TREATY BETWEEN
THE UNITED STATES OF AMERICA AND
THE UNITED MEXICAN STATES

The Government of the United States of America and the Government of the United Mexican States;

Desiring to cooperate more closely in the fight against crime and, to this end, to mutually render better assistance in matters of extradition;

Have agreed as follows:

ARTICLE 1

Obligation to Extradite

1.- The Contracting Parties agree to mutually extradite, subject to the provisions of this Treaty, persons who the competent authorities of the requesting Party have charged with an offense or have found guilty of committing an offense, or are wanted by said authorities to complete a judicially pronounced penalty of deprivation of liberty for an offense committed within the territory of the requesting Party.

2.- For an offense committed outside the territory of the requesting Party, the requested Party shall grant extradition if:

a) its laws would provide for the punishment of such an offense committed in similar circumstances, or

b) the person sought is a national of the requesting Party, and that Party has jurisdiction under its own laws to try that person.

ARTICLE 2

Extraditable Offenses

1.- Extradition shall take place, subject to this Treaty, for wilful acts which fall within any of the clauses of the Appendix and are punishable in accordance with the laws of both Contracting Parties by deprivation of liberty the maximum of which shall not be less than one year.

2.- If extradition is requested for the execution of a sentence, there shall be the additional requirement that the part of the sentence remaining to be served shall not be less than six months.

3.- Extradition shall also be granted for wilful acts which, although not being included in the Appendix, are punishable, in accordance with the federal laws of both Contracting Parties, by a deprivation of liberty the maximum of which shall not be less than one year.

4.- Subject to the conditions established in paragraphs 1, 2 and 3, extradition shall also be granted:

a) For the attempt to commit an offense; conspiracy to commit an offense; or the participation in the execution of an offense; or

b) When, for the purpose of granting jurisdiction to the Unit

ed States government, transportation of persons or property, the use of the mail or other means of carrying out interstate or foreign commerce, is also an element of the offense.

ARTICLE 3

Evidence Required

Extradition shall be granted only if the evidence be found sufficient, according to the laws of the requested Party, either to justify the committal for trial of the person sought if the offense of which he has been accused had been committed in that place or to prove that he is the person convicted by the courts of the requesting Party.

ARTICLE 4

Territorial Application

1.- For the purposes of this Treaty, the territory of a Contracting Party shall include all the territory under the jurisdiction of that Contracting Party, including airspace and territorial waters and vessels and aircraft registered in that Contracting Party if any such aircraft is in flight when the offense is committed.

2.- For the purposes of this Treaty, an aircraft shall be considered to be in flight at any time from the moment when all its external doors are closed following the embarkation until the moment when any such door is opened for disembarkation.

ARTICLE 5

Politicial and Military Offenses

1.- Extradition shall not be granted when the offense for which

it is requested is political or of a political character.

If any question arises as to the application of the foregoing paragraph, the Executive authority of the requested Party shall decide.

2.- For the purpose of this Treaty, the following offenses shall not be considered to be offenses included in paragraph 1:

a) The murder or other wilful crime against the life or physical integrity of a Head of State or Head of Government or of his family, including attempts to commit such an offense.

b) An offense which the Contracting Parties may have the obligation to prosecute by reason of a multilateral international agreement.

3.- Extradition shall not be granted when the offense for which extradition is requested is a purely military offense.

ARTICLE 6

Non bis in idem

Extradition shall not be granted when the person sought has been prosecuted or has been tried and convicted or acquitted by the requested Party for the offense for which extradition is requested.

ARTICLE 7

Lapse of Time

Extradition shall not be granted when the prosecution or the en-

forcement of the penalty for the offense for which extradition has been sought has become barred by lapse of time according to the laws of the requesting or requested Party.

ARTICLE 8

Capital Punishment

When the offense for which extradition is requested is punishable by death under the laws of the requesting Party and the laws of the requested Party do not permit such punishment for that offense, extradition may be refused unless the requesting Party furnishes such assurances as the requested Party considers sufficient that the death penalty shall not be imposed, or, if imposed, shall not be executed.

ARTICLE 9

Extradition of Nationals

1.- Neither Contracting Party shall be bound to deliver up its own nationals, but the executive authority of the requested Party shall, if not prevented by the laws of that Party, have the power to deliver them up if, in its discretion, it be deemed proper to do so.

2.- If extradition is not granted pursuant to paragraph 1 of this Article, the requested Party shall submit the case to its competent authorities for the purpose of prosecution, provided that Party has jurisdiction over the offense.

ARTICLE 10

Extradition Procedures and Required Documents

1.- The request for extradition shall be made through the diplomatic channel.

2.- The request for extradition shall contain the description of the offense for which extradition is requested and shall be accompanied by:

a) A statement of the facts of the case;

b) The text of the legal provisions describing the essential elements of the offense;

c) The text of the legal provisions describing the punishment for the offense;

d) The text of the legal provisions relating to the time limit on the prosecution or the execution of the punishment of the offense;

e) The facts and personal information of the person sought which will permit his identification and, where possible, information concerning his location.

3.- In addition, when the request for extradition relates to a person who has not yet been convicted, it shall be accompanied by:

a) A certified copy of the warrant of arrest issued by a judge or other judicial officer of the requesting Party;

b) Evidence which, in accordance with the laws of the requested Party, would justify the apprehension and commitment for trial of the person sought if the offense had been committed there.

4.- When the request for extradition relates to a convicted person, it shall be accompanied by a certified copy of the judgment of conviction imposed by a court of the requesting Party.

If the person was found guilty but not sentenced, the extradition request shall be accompanied by a certification to that effect and a certified copy of the warrant of arrest.

If such person has already been sentenced, the request for extradition shall be accompanied by a certification of the sentence imposed and a statement indicating which part of the sentence has not been carried out.

5.- All the documents that must be presented by the requesting Party in accordance with the provisions of this Treaty shall be accompanied by a translation in the language of the requested Party.

6.- The documents which, according to this Article, shall accompany the request for extradition, shall be received in evidence when:

a) In the case of a request emanating from the United States, they are authenticated by the official seal of the Department of State and legalized by the manner prescribed by the Mexican law;

b) In the case of a request emanating from the United Mexican States, they are certified by the principle diplomatic or consular officer of the United States in Mexico.

ARTICLE 11

Provisional Arrest

1.- In the case of urgency, either Contracting Party may request, through the diplomatic channel, the provisional arrest of an accused or convicted person. The application shall contain a description of the offense for which the extradition is requested, a description of the person sought and his whereabouts, an undertaking to formalize the request for extradition, and a declaration of the existence of a warrant of arrest issued by a competent judicial authority or a judgment of conviction issued against the person sought.

2.- On receipt of such a request, the requested Party shall take the necessary steps to secure the arrest of the person claimed.

3.- Provisional arrest shall be terminated if, within a period of 60 days after the apprehension of the person claimed, the executive authority of the requested Party has not received the formal request for extradition and the documents mentioned in Article 10.

4.- The fact that the provisional arrest is terminated pursuant to paragraph 3 shall not prejudice the extradition of the person sought if the request for extradition and the necessary documents mentioned in Article 10 are delivered at a later date.

ARTICLE 12

Additional Evidence

If the Executive authority of the requested Party considers that the evidence furnished in support of the request for extradition is not sufficient in order to fulfill the requirements of this Treaty, that Party shall request the presentation of the necessary additional evidence.

ARTICLE 13

Procedure

1.- The request for extradition shall be processed in accordance with the legislation of the requested Party.

2.- The requested Party shall make all arrangements necessary for internal procedures arising out of the request for extradition.

3.- The competent legal authorities of the requested Party shall be authorized to employ all legal means within their power to obtain from the judicial authorities the decisions necessary for the resolution of the request for extradition.

ARTICLE 14

Decision and Surrender

1.- The requested Party shall promptly communicate to the requesting Party its decision on the request for extradition.

2.- In the case of complete or partial rejection of a request for extradition, the requested Party shall give the reasons on which it was based.

3.- If the extradition is granted, the surrender of the person sought shall take place within such time as may be prescribed by the laws of the requested Party. The competent authorities of the Contracting Parties shall agree on the date and place of the surrender of the person sought.

4.- If the competent authority has issued the warrant or order for the extradition of the person sought and he is not removed from the territory of the requested Party within the prescribed period, he shall be set at liberty and the requested Party may subsequently refuse to extradite him for the same offense.

ARTICLE 15

Delayed Surrender

The requested Party, after granting the extradition, may defer the surrender of the person sought when that person is being proceeded against or is serving a sentence in the territory of the requested Party for a different offense, until the conclusion of the proceeding or the full execution of the punishment that has been imposed.

ARTICLE 16

Requests for extradition made by Third States

The requested Party, in the case of receiving requests from the other Contracting Party and from one or more third States for the extradition of the same person, be it for the same offense or for different offenses, shall decide to which requesting State it shall grant the ex

tradition of that person.

ARTICLE 17

Rule of Speciality

1.- A person extradited under the present Treaty shall not be detained, tried or punished in the territory of the requesting Party for an offense other than that for which extradition has been granted nor be extradited by that Party to a third State unless:

a) He has left the territory of the requesting Party after his extradition and has voluntarily returned to it;

b) He has not left the territory of the requesting Party within 60 days after being free to do so; or

c) The requested Party has given its consent to his detention, trial, punishment or extradition to a third State for an offense other than that for which the extradition was granted.

These stipulations shall not apply to offenses committed after the extradition.

2.- If, in the course of the procedure, the classification of the offense is changed for which the person requested was extradited, he shall be tried and sentenced on the condition that the offense, in its new legal form:

a) Is based on the same group of facts established in the request for extradition and in the documents presented in its support; and

b) Is punishable with the same maximum sentence as the crime for which he was extradited or with a lesser sentence.

ARTICLE 18

Summary Extradition

If the person sought informs the competent authorities of the requested Party that he agrees to be extradited, that Party may grant his extradition without further proceedings, and shall take all measures permitted under its laws to expedite the extradition. In such cases Article 17 shall not be applicable.

ARTICLE 19

Surrender of Property

1.- To the extent permitted under the law of the requested Party and subject to the rights of third parties, which shall be duly respected, all articles, instruments, objects of value or documents relating to the offense, whether or not used for its execution, or which in any other manner may be material evidence for the prosecution, shall be surrendered upon the granting of the extradition even when extradition cannot be effected due to the death, disappearance, or escape of the accused.

2.- The requested Party may condition the surrender of articles upon a satisfactory assurance from the requesting Party that the articles will be returned to the requested Party as soon as possible.

ARTICLE 20

Transit

1.- The right to transport through the territory of one of the Contracting Parties a person who is not a national of that Contracting Party surrendered to the other Contracting Party by a third State shall be granted on presentation made through the diplomatic channel of a certified copy of the decision on extradition, provided that reasons of public order are not opposed to the transit.

2.- The authorities of the transit State shall be in charge of the custody of the extradited person while that person is in its territory.

3.- The Party to which the person has been extradited shall reimburse the State through whose territory such person is transported for any expenses incurred by the latter in connection with such transportation.

ARTICLE 21

Expenses

The requested Party shall bear the expenses of the arrangements referred to in Article 13, with the exception that the expenses incurred for the translation of documents and, if applicable, for the transportation of the person ordered extradited shall be paid by the requesting Party.

ARTICLE 22

Scope of Application

1.- This Treaty shall apply to offenses specified in Article 2 com

mitted before and after this Treaty enters into force.

2.- Requests for extradition that are under process on the date of the entry into force of this Treaty, shall be resolved in accordance with the provisions of the Treaty of 22 February, 1899,[1] and the Additional Conventions on Extradition of 25 June 1902,[2] 23 December 1925,[3] and 16 August 1939.[4]

ARTICLE 23

Ratification, Entry into Force, Denunciation

1.- This Treaty shall be subject to ratification; the exchange of instruments of ratification shall take place in Washington as soon as possible.

2.- This Treaty shall enter into force on the date of exchange of the instruments of ratification.

3.- On entry into force of this Treaty, the Treaty of Extradition of 22 February 1899 and the Additional Conventions on Extradition of 25 June 1902, 23 December 1925 and 16 August 1939 between the United States of America and the United Mexican States, shall cease to have effect without prejudice to the provisions of Article 22.

4.- Either Contracting Party may terminate this Treaty by giving notice to the other Party. The termination shall take effect six months after the receipt of such notice.

[1] TS 242; 31 Stat. 1818.
[2] TS 421; 9 Bevans 918.
[3] TS 741; 44 Stat. 2409.
[4] TS 967; 55 Stat. 1133.

Done in two originals, in the English and Spanish languages, both equally authentic, at Mexico City this fourth day of May, one thousand nine hundred seventy-eight.

Cyrus Vance [1]

For the Government of the United States of America

S. Roel [2]

For the Government of the United Mexican States

[1] Cyrus Vance.
[2] S. Roel.

APPENDIX

1. Murder or manslaughter; abortion.
2. Malicious wounding or injury.
3. Abandonment of minors or other dependents when there is danger of injury or death.
4. Kidnapping; child stealing; abduction; false imprisonment.
5. Rape; statutory rape; indecent assault; corruption of minors, including unlawful sexual acts with or upon children under the age of consent.
6. Procuration; promoting or facilitating prostitution.
7. Robbery; burglary; larceny.
8. Fraud.
9. Embezzlement.
10. An offense against the laws relating to counterfeiting and forgery.
11. Extortion.
12. Receiving or transporting any money, valuable securities, or other property knowing the same to have been unlawfully obtained.
13. Arson; malicious injury to property.
14. Offenses against the laws relating to the traffic in, possession, production, manufacture, importation or exportation of dangerous drugs and chemicals, including narcotic drugs, cannabis, psychotropic drugs, opium, cocaine, or their derivatives.
15. Offenses against the laws relating to the control of poisonous chemicals or substances injurious to health.

16. Piracy.
17. Offenses against the safety of means of transportation including any act that would endanger a person in a means of transportation.
18. An offense relating to unlawful seizure or exercise of control of trains, aircraft, vessels, or other means of transportation.
19. Offenses against the laws relating to prohibited weapons, and the control of firearms, ammunition, explosives, incendiary devices or nuclear materials.
20. An offense against the laws relating to international trade and transfers of funds or valuable metals.
21. An offense against the laws relating to the importation, exportation, or international transit of goods, articles, or merchandise, including historical or archeological items.
22. Violations of the customs laws.
23. Offenses against the laws relating to the control of companies, banking institutions, or other corporations.
24. Offenses against the laws relating to the sale of securities, including stocks, bonds and instruments of credit.
25. Offenses against the laws relating to bankruptcy or rehabilitation of a corporation.
26. Offenses against the laws relating to prohibition of monopoly or unfair transactions.
27. Offenses against the laws relating to protection of industrial property or copyright.
28. Offenses against the laws relating to abuse of official authority.

29. Bribery, including soliciting, offering and accepting bribes.
30. Perjury; false statments to any governmental authority. Subornation of perjury or false statements.
31. Offenses against the laws relating to obstruction of justice, including harboring criminals and suppressing evidence.

TRATADO DE EXTRADICION ENTRE LOS ESTADOS UNIDOS DE AMERICA Y LOS ESTADOS UNIDOS MEXICANOS

El Gobierno de los Estados Unidos de América y el Gobierno de los Estados Unidos Mexicanos,

Deseosos de cooperar más estrechamente en la lucha contra la delincuencia y de prestarse mutuamente, con ese fin, una mayor asistencia en materia de extradición,

Han acordado lo siguiente:

ARTICULO 1

Obligación de extraditar

1.- Las Partes Contratantes se comprometen a entregarse mutuamente, con sujeción a las disposiciones de este Tratado, a las personas respecto de las cuales las autoridades competentes de la Parte requirente hayan iniciado un procedimiento penal o que hayan sido declaradas responsables de un delito o que sean reclamadas por dichas autoridades para el cumplimiento de una pena de privación de libertad impuesta judicialmente, por un delito cometido dentro del territorio de la Parte requirente.

2.- Cuando el delito se haya cometido fuera del territorio de la Parte requirente, la Parte requerida concederá la extradición si:

a) sus leyes disponen el castigo de dicho delito cometido en circunstancias similares, o

b) la persona reclamada es nacional de la Parte requirente, y ésta tiene jurisdicción de acuerdo con sus leyes para juzgar a dicha persona.

ARTICULO 2

Delitos que darán lugar a la extradición

1. Darán lugar a la extradición conforme a este Tratado las conductas intencionales que, encajando dentro de cualquiera de los incisos del Apéndice, sean punibles conforme a las leyes de ambas Partes Contratantes con una pena de privación de la libertad cuyo máximo no sea menor de un año.

2. Si la extradición se solicita para la ejecución de una sentencia, se requerirá además que la parte de la sentencia que aún falte por cumplir no sea menor de seis meses.

3. Darán también lugar a la extradición las conductas intencionales que, sin estar incluídas en el Apéndice, sean punibles, conforme a las leyes federales de ambas Partes Contratantes, con una pena de privación de la libertad cuyo máximo no sea menor de un año.

4. Bajo las condiciones establecidas en los párrafos 1, 2 y 3, la extradición también será concedida:

a) por la tentativa de cometer un delito; la asociación para prepararlo y ejecutarlo; o la participación en su ejecución; o

b) cuando para los efectos de atribuir jurisdicción al Gobierno de los Estados Unidos, el transporte de personas o de bienes, el uso de correos u otros medios de realizar actos de comercio interestatal o con el extranjero sea un elemento del delito.

ARTICULO 3

Pruebas necesarias

Sólo se concederá la extradición si se determina que las pruebas son suficientes, conforme a las leyes de la Parte requerida, bien para justificar el enjuiciamiento del reclamado si el delito del cual se le acusa hubiese sido cometido en ese lugar, bien para probar que es la persona condenada por los tribunales de la Parte requirente.

ARTICULO 4

Ambito territorial de aplicación

1. A los efectos de este Tratado, el territorio de una de las Partes Contratantes comprende todo el territorio sometido a su jurisdicción, incluyendo el espacio aéreo y las aguas territoriales, así como los buques y aviones matriculados en ella, siempre que, tratándose de estos últimos, se hayan encontrado en vue-

lo en el momento de cometerse el delito.

2. Para los efectos de este Tratado, una aeronave será considerada en vuelo todo el tiempo que medie entre el momento en que todas sus puertas que dan al exterior hayan sido cerradas con posterioridad al embarque hasta el momento en que cualquiera de esas puertas sea abierta para el desembarque.

ARTICULO 5

Delitos políticos y militares

1. No se concederá la extradición si el delito por el cual fue solicitada es político o de carácter político.

En caso de surgir cualquier cuestión respecto de la aplicación del párrafo anterior, corresponderá decidir al Poder Ejecutivo de la Parte requerida.

2. Para los efectos de este Tratado, los siguientes delitos no se considerarán incluídos en el párrafo 1:

a) el homicidio u otro delito intencional contra la vida o la integridad física de un Jefe de Estado o de Gobierno o de un miembro de su familia, incluyendo la tentativa de cometer un delito de esa índole;

b) un delito que las Partes Contratantes tengan la obligación de perseguir en virtud de un convenio internacional multilateral.

3. No se concederá la extradición cuando el delito por el cual fue solicitada sea un delito puramente militar.

ARTICULO 6

Non bis in idem

No se concederá la extradición cuando el reclamado haya sido sometido a proceso o haya sido juzgado y condenado o absuelto por la Parte requerida por el mismo delito en que se apoye la solicitud de extradición.

ARTICULO 7

Prescripción

No se concederá la extradición cuando la acción penal o la pena por la cual se pide la extradición haya prescrito conforme a las leyes de la Parte requirente o de la Parte requerida.

ARTICULO 8

Pena de muerte

Cuando el delito por el cual se solicita la extradición sea punible con la pena de muerte conforme a las leyes de la Parte requirente y las leyes de la Parte requerida no permitan tal pena para ese delito, la extradición podrá ser rehusada a menos que la Parte requirente dé las seguridades que la Parte requerida estime suficientes de que no se impondrá la pena de muerte o de que, si es impuesta, no será ejecutada.

ARTICULO 9

Extradición de nacionales

1) Ninguna de las dos Partes Contratantes estará obligada a entregar a sus nacionales pero el Poder Ejecutivo de la Parte requerida tendrá la facultad, si no se lo impiden sus leyes, de entregarlos si, a su entera discreción, lo estima procedente.

2) Si la extradición no es concedida en virtud de lo dispuesto en el párrafo 1 de este artículo, la Parte requerida turnará el expediente a sus autoridades competentes para el ejercicio de la acción penal, siempre y cuando dicha Parte tenga jurisdicción para perseguir el delito.

ARTICULO 10

Procedimiento para la extradición y documentos que son necesarios

1. La solicitud de extradición se presentará por la vía diplomática.

2. La solicitud de extradición deberá contener la expresión del delito por el cual se pide la extradición y será acompañada de:

a) una relación de los hechos imputados;

b) el texto de las disposiciones legales que fijen los elementos constitutivos del delito;

c) el texto de las disposiciones legales que determinen la pena correspondiente al delito;

d) el texto de las disposiciones legales relativas a la pres

cripción de la acción penal o de la pena;

e) los datos y antecedentes personales del reclamado que permitan su identificación y, siempre que sea posible, los conducentes a su localización.

3. Cuando la solicitud de extradición se refiera a una persona que aún no haya sido sentenciada se le anexarán además:

a) una copia certificada de la orden de aprehensión librada por un juez u otro funcionario judicial de la Parte requirente;

b) las pruebas que conforme a las leyes de la Parte requerida justificarían la aprehensión y enjuiciamiento del reclamado en caso de que el delito se hubiere cometido allí.

4. Cuando la solicitud de extradición se refiere a una persona sentenciada, se le anexará una copia certificada de la sentencia condenatoria decretada por un tribunal de la Parte requirente.

Si la persona fue declarada culpable pero no se fijó la pena, a la solicitud de extradición se agregará una certificación al respecto y una copia certificada de la orden de aprehensión.

Si a dicha persona ya se le impuso una pena, la solicitud de extradición deberá estar acompañada de una certificación de la pena impuesta y de una constancia que indique la parte de la pena que aún no haya sido cumplida.

5. Todos los documentos que deban ser presentados por la

Parte requirente conforme a las disposiciones de este Tratado deberán estar acompañados de una traducción al idioma de la Parte requerida.

6. Los documentos que, de acuerdo con este artículo, deban acompañar la solicitud de extradición, serán recibidos como prueba cuando:

a) en el caso de una solicitud que se origine en los Estados Unidos, estén autorizados con el sello oficial del Departamento de Estado y legalizados además en la forma que prescriba la ley mexicana;

b) en el caso de una solicitud que se origine en los Estados Unidos Mexicanos estén legalizados por el principal funcionario diplomático o consular de los Estados Unidos en México.

ARTICULO 11

Detención provisional

1. En caso de urgencia, cualquiera de las Partes Contratantes podrá pedir, por la vía diplomática, la detención provisional de una persona acusada o sentenciada. El pedimento deberá contener la expresión del delito por el cual se pide la extradición, la descripción del reclamado y su paradero, la promesa de formalizar la solicitud de extradición y una declaración de la existencia de una orden de aprehensión librada por autoridad judicial competente o de una sentencia condenatoria en contra del reclamado.

2. Al recibo de un pedimento de esa naturaleza, la Parte requerida tomará las medidas necesarias para obtener la aprehensión del reclamado.

3. Se pondrá fin a la detención provisional si, dentro de un plazo de sesenta días después de la aprehensión del reclamado, el Poder Ejecutivo de la Parte requerida no ha recibido la solicitud formal de extradición con los documentos mencionados en el artículo 10.

4. El hecho de que se ponga fin a la detención provisional en aplicación del párrafo 3 no impedirá la extradición del reclamado si la solicitud de extradición y los documentos necesarios para fundarla enumerados en el artículo 10 son entregados posteriormente.

ARTICULO 12

Pruebas adicionales

Si el Poder Ejecutivo de la Parte requerida estima que las pruebas presentadas en apoyo de la solicitud de extradición no son suficientes para satisfacer los requisitos de este Tratado, dicha Parte solicitará la presentación de las pruebas adicionales que sean necesarias.

ARTICULO 13

Procedimiento

1. La solicitud de extradición será tramitada de acuerdo con la legislación de la Parte requerida.

2. La Parte requerida dispondrá los procedimientos internos necesarios para dar curso a la solicitud de extradición.

3. Los funcionarios competentes de la Parte requerida quedarán autorizados para emplear todos los medios legales a su alcance con el fin de obtener de las autoridades judiciales las decisiones necesarias para la resolución de la solicitud de extradición.

ARTICULO 14

Resolución y entrega

1. La Parte requerida comunicará sin demora a la Parte requirete su resolución respecto de la solicitud de extradición.

2. En caso de denegación total o parcial de una solicitud de extradición, la Parte requerida expondrá las razones en que se haya fundado.

3. Si se concede la extradición, la entrega del reclamado se hará dentro del plazo que fijen las leyes de la Parte requerida. Las autoridades competentes de las Partes Contratantes convendrán en el día y lugar de entrega del reclamado.

4. Si la autoridad competente ha expedido el mandamiento u orden para la extradición del reclamado y éste no es llevado fuera del territorio de la Parte requerida dentro del plazo prescrito, será puesto en libertad y la Parte requerida podrá posteriormente negarse a extraditarlo por el mismo delito.

ARTICULO 15

Entrega diferida

La Parte requerida podrá, después de acceder a la extradición, diferir la entrega del reclamado cuando existan procedimientos en curso en contra de él o cuando se encuentre cumpliendo una pena en el territorio de la Parte requerida por un delito distinto, hasta la conclusión del procedimiento o la plena ejecución de la sanción que le haya sido impuesta.

ARTICULO 16

Solicitudes de extradición de terceros Estados

La Parte requerida, en caso de recibir solicitudes de la otra Parte Contratante y de uno o varios terceros Estados para la extradición de la misma persona, ya sea por el mismo delito o por delitos distintos, decidirá a cual de los Estados requirentes concederá la extradición de dicha persona.

ARTICULO 17

Regla de la especialidad

1. Una persona extraditada conforme al presente Tratado no será detenida, enjuiciada o sancionada en el territorio de la Parte requirente por un delito distinto de aquel por el cual se concedió la extradición ni será extraditada por dicha Parte a un tercer Estado a menos que:

a) haya abandonado el territorio de la Parte requirente

después de su extradición y haya regresado voluntariamente a él;

b) no haya abandonado el territorio de la Parte requirente dentro de los 60 días siguientes a la fecha en que haya estado en libertad de hacerlo; o

c) la Parte requerida haya dado su consentimiento para que sea detenida, enjuiciada, sancionada o extraditada a un tercer Estado por un delito distinto de aquel por el cual se concedió la extradición.

Estas disposiciones no se aplicarán a delitos cometidos después de la extradición.

2. Si, en el curso del procedimiento, se cambia la calificación del delito por el cual el reclamado fue extraditado, será enjuiciado y sentenciado a condición de que el delito, en su nueva configuración legal:

a) esté fundado en el mismo conjunto de hechos establecidos en la solicitud de extradición y en los documentos presentados en su apoyo; y

b) sea punible con la misma pena máxima que el delito por el cual fue extraditado o con una pena cuyo máximo sea menor.

ARTICULO 18

Extradición sumaria

Si el reclamado manifiesta a las autoridades competentes de la Parte requerida que consiente en ser extraditado, dicha Parte

podrá conceder su extradición sin mayores trámites y tomará todas las medidas permitidas por sus leyes para expeditar la extradición. No será aplicable a estos casos el artículo 17.

ARTICULO 19

Entrega de objetos

1. En la medida en que lo permitan las leyes de la Parte requerida y sin perjuicio de los derechos de terceros, los cuales serán debidamente respetados, todos los artículos, instrumentos, objetos de valor o documentos relacionados con el delito, aún cuando no hayan sido utilizados para su ejecución, o que de cualquier manera puedan servir de prueba en el proceso, serán entregados al concederse la extradición aún cuando la extradición no pueda consumarse por la muerte, desaparición o fuga del acusado.

2. La Parte requerida podrá condicionar la entrega de objetos a que la Parte requirente dé seguridades satisfactorias de que tales objetos sean devueltos a la Parte requerida a la brevedad posible.

ARTICULO 20

Tránsito

1. El tránsito por el territorio de una de las Partes Contratantes de una persona que no sea nacional de esa Parte Contratante, entregada a la otra Parte Contratante por un tercer Estado, será permitido mediante la presentación por la vía diplomática de una copia certificada de la resolución en la que se concedió la extradición, siempre que no se opongan razones de orden público.

2. Corresponderá a las autoridades del Estado de tránsito la custodia del extraditado mientras permanezca en su territorio.

3. La Parte requirente reembolsará al Estado de tránsito cualquier gasto en que éste incurra con tal motivo.

ARTICULO 21

Gastos

La Parte requerida se hará cargo de todos los gastos que ocasionen los procedimientos internos mencionados en el artículo 13, con excepción de los gastos inherentes a la traducción de documentos y, en su caso, al transporte del reclamado, los cuales serán expensados por la Parte requirente.

ARTICULO 22

Ambito temporal de aplicación

1. Este Tratado se aplicará a los delitos especificados en el artículo 2 que hayan sido cometidos ya sea antes o después de su entrada en vigor.

2. Las solicitudes de extradición que se encuentren en trámite en la fecha en que entre en vigor este Tratado serán resueltas conforme a las disposiciones del Tratado de 22 de febrero de 1899 y de las Convenciones Adicionales sobre Extradición de 25 de junio de 1902, 23 de diciembre de 1925 y 16 de agosto de 1929.

ARTICULO 23

Ratificación, entrada en vigor, denuncia

1. Este Tratado está sujeto a ratificación; el canje de los ins

trumentos de ratificación se hará en la ciudad de Washington a la brevedad posible.

2. Este Tratado entrará en vigor en la fecha del canje de los instrumentos de ratificación.

3. Al entrar en vigor este Tratado, el Tratado de Extradición de 22 de febrero de 1899 y las Convenciones Adicionales sobre Extradición de 25 de junio de 1902, 23 de diciembre de 1925 y 16 de agosto de 1939 entre los Estados Unidos de América y los Estados Unidos Mexicanos dejarán se surtir efectos sin perjuicio de lo dispuesto en el artículo 22.

4. Cualquiera de las Partes Contratantes podrá poner término a este Tratado mediante aviso que dé a la otra Parte. La terminación surtirá efectos seis meses después del recibo de dicho aviso.

Hecho en dos originales, en inglés y en español, ambos igualmente válidos, en la Ciudad de México, a los cuatro días del mes de mayo del año mil novecientos setenta y ocho.

Cyrus Vance

Por el Gobierno de los Estados Unidos de América

Por el Gobierno de los Estados Unidos Mexicanos

APENDICE

1. Homicidio; parricidio; infanticidio; aborto.
2. Lesiones graves intencionales.
3. Abandono de menores u otros dependientes cuando haya peligro de daño o muerte.
4. Secuestro; privación ilegal de libertad; robo de infante; rapto.
5. Violación; estupro; atentado al pudor; corrupción de menores, incluyendo actos sexuales ilícitos cometidos con menores de edad.
6. Lenocinio.
7. Robo; robo con violencia; allanamiento de morada.
8. Fraude.
9. Abuso de confianza; peculado; malversación de fondos.
10. Delitos relativos a la falsificación en todas sus formas.
11. Extorsión; exacción ilegal.
12. Recibir o transportar sumas de dinero, valores o cualquier cosa a sabiendas de que fueron obtenidas delictuosamente.
13. Incendio intencional y daño intencional en propiedad ajena.
14. Delitos relativos al tráfico, posesión, producción, elaboración, importación o exportación de drogas y productos químicos peligrosos incluyendo drogas narcóticas, cannabis, drogas psicotrópicas, opio, cocaína o sus derivados.
15. Delitos en materia de control de productos químicos venenosos o de substancias dañinas a la salud.
16. Piratería.

17. Delitos contra la seguridad de los medios de transporte incluyendo cualquier acto que ponga en peligro a una persona en un medio de transporte.
18. Secuestro o apoderamiento ilegal de trenes, aeronaves, barcos u otros medios de transporte.
19. Delitos en materia de armas prohibidas y control de armas de fuego, municiones, explosivos, aparatos incendiarios o materias nucleares.
20. Delitos contra el comercio internacional y en materia de transmisión internacional de fondos y metales preciosos.
21. Delitos previstos en las leyes relativas a la importación, exportación o tránsito internacional de bienes, artículos o mercancías incluyendo objetos históricos o arqueológicos.
22. Delitos en materia aduanal.
23. Delitos previstos en las leyes relativas al control de sociedades mercantiles, instituciones bancarias y otras personas morales.
24. Delitos previstos en las leyes relacionadas con el mercado de valores, incluyendo la venta de acciones, bonos y títulos de crédito.
25. Delitos previstos en las leyes relacionadas con la quiebra o suspensión de pagos de una sociedad mercantil.
26. Delitos en materia de monopolios y de competencia desleal.
27. Delitos previstos en las leyes relacionadas con la protección de la propiedad industrial y derechos de autor.
28. Delitos previstos en las leyes relacionadas con el abuso de autoridad.

29. Cohecho y concusión.

30. Falsedad en declaraciones judiciales o en informes dados a una autoridad pública distinta de la judicial. Sobornar a otro para que se produzca con falsedad.

31. Delitos relativos a la obstrucción de la justicia incluyendo el encubrimiento y la supresión de pruebas.

MEXICO

Natural Gas

Agreement effected by joint announcement
Dated September 21, 1979;
Entered into force September 21, 1979.

United States-Mexico Agreement on Natural Gas

Joint Announcement. September 21, 1979

Natural Gas

The Governments of Mexico and the United States of America have reached an understanding on a framework for the sale of 300 million cubic feet per day of natural gas by Petroleos Mexicanos, the Mexican State Oil Company, to U.S. purchasers.

Pursuant to the understanding reached, the Governments of the United States of America and the Mexican States have agreed to authorize and support as a matter of policy commercial transactions which are within the following framework:

—The initial volume of natural gas deliveries will be 300 million cubic feet per day, commencing as soon as contracts are signed, regulatory approvals obtained, and gas is available for delivery.

—The initial price will be $3.625/million btu as of January 1, 1980. This initial price is subject to reconsideration prior to January 1, 1980, if the price for natural gas from comparable sources exceeds that amount prior to said date.

—The arrangement shall continue without limitation subject to the understanding that the gas to be supplied is surplus associated gas in excess of Mexican national demand, that the gas being purchased is to meet U.S. needs not covered from other sources, and that therefore the contractual provisions will provide that either nation, on the basis of its own determination of its national interest, taking into account its domestic supply and demand for natural gas, may cause the termination of the arrangement upon 180 days notice to the other nation.

—The initial price will be adjusted quarterly by the same percentage as the change in world crude oil prices pursuant to a specific formula to be agreed upon by the contracting parties.

The way is now clear for the negotiation of commercial contracts between Petroleos Mexicanos and U.S. purchasers on terms which both governments regard as mutually beneficial. Such contracts will be subject to appropriate governmental approvals in each Country.

The two governments will review from time to time the terms of this arrangement as well as other energy issues of mutual interest.

MEXICO

Border Sanitation Problems

Minute no. 261 of the International Boundary and Water Commission, United States and Mexico.
Signed at El Paso September 24, 1979;
Entered into force October 2, 1979.

INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO

MINUTE NO. 261

El Paso, Texas
September 24, 1979

INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO

RECOMMENDATIONS FOR THE SOLUTION TO THE BORDER SANITATION PROBLEMS

The Commission met in the offices of the United States Section in El Paso, Texas at 5:00 p.m. on September 24, 1979 to comply with instructions given by Presidents Jimmy Carter and Jose Lopez Portillo, in the Joint Communique of February 16, 1979 [1] to recommend measures that may be adopted within the context of existing agreements to achieve further progress towards a permanent solution to the border sanitation problems.

The Commission examined the provisions of the 1944 Water Treaty [2] and observed that by the terms of Article 3, the two Governments obligated themselves to give preferential attention to the solution of all border sanitation problems. In addition it noted that the same Article 3, together with Articles 2 and 24, give the Commission the authority to meet this obligation.

The Commission agreed to define as a "border sanitation problem" each case in which the waters that cross the boundary, including coastal waters, or that flow in the limitrophe reaches of the Rio Grande and the Colorado River, have sanitary conditions that present a hazard to the health and well-being of the inhabitants of either side of the border or impair the beneficial uses of these waters.

The Commission noted that each country in dealing with its sanitation problems has its own quality standards, determined by the authorities responsible for safeguarding public health and well-being of its inhabitants, and recognized that there exists a growing cooperation between such authorities.

The Commission reviewed the measures that each Government has undertaken to improve the quality of the waters along the border and noted that, although each Government has taken in its territory interim relief and long-term measures to resolve the border sanitation problems, some of these problems persist and in certain cases inadequately treated sanitary wastes cross the border from one country to the other or are discharged into the rivers that form the boundary, to threaten the health and well-being of inhabitants on one or both sides of the border or impair the beneficial uses of these waters.

The Commission observed that, in addition to resolving the existing border sanitation problems, it is necessary that the two Governments take timely measures to prevent any other border sanitation problems which could otherwise occur.

[1] *Department of State Bulletin*, Mar., 1979, p. 60.
[2] TS 994; 59 Stat. 1219.

Accordingly, the Commission submits for the approval of the two Governments the following recommendations:

1. That the two Governments recognize as a "border sanitation problem", as referred to in Article 3 of the Water Treaty of 1944, each case in which, in the judgement of the Commission, the waters that cross the border, including coastal waters, or flow in the limitrophe reaches of the Rio Grande and the Colorado River, have sanitary conditions that present a hazard to the health and well-being of the inhabitants of either side of the border or impair the beneficial uses of these waters.

2. That to discharge the obligation contracted under Article 3 of the Water Treaty of 1944, the Commission give permanent attention to border sanitation problems and give currently existing problems immediate and priority attention.

3. That to resolve existing sanitation problems in a timely manner and to prevent future problems, the competent agencies of each Government provide to their respective Section of the Commission the information and technical advice that it requires.

4. That for each of the border sanitation problems, the Commission prepare a Minute for the approval of the two Governments, in which there would be included, identification of the problem, definition of conditions which require solution, specific quality standards that should be applied, the course of action that should be followed for its solution, and the specific time schedule for its implementation.

5. That in each case where the approved course of action provides that a border sanitation problem be corrected by one of the two Governments, that Government urgently develop the plans and designs for the works necessary therefor and upon their approval by the Commission, said Government proceed to carry out the construction, operation and maintenance, with the greatest speed and timeliness possible.

6. That in each case where the approved course of action provides that a border sanitation problem be jointly corrected by the two Governments, the Commission develop the plans and designs for the works necessary therefor, as well as the division of work and cost between the two countries, submit them for approval of the two Governments, and upon such approval, each Government through its Section of the Commission proceed to carry out the construction, operation and maintenance, with the greatest speed and timeliness possible.

7. That the two Governments give their respective Sections the necessary authority and support so that they, in accordance with the terms of Article 24 (b) of the Water Treaty of 1944, can

exercise jurisdiction over sanitation works undertaken in their respective countries to correct the border sanitation problems, including their construction, operation and maintenance.

8. That the Commissioners keep each other informed of the progress of the work in their respective countries and that the Commission, through the respective Sections, keep the Governments informed on the progress in the solution to the border sanitation problems.

9. That this Minute requires specific approval of the two Governments.[1]

The meeting adjourned.

[2] Commissioner of the United States

[4] Commissioner for Mexico

[3] Secretary of the United States Section

[5] Secretary of the Mexican Section

[1] Oct. 2, 1979.
[2] J. F. Friedkin.
[3] M. R. Ybarra.
[4] Jaoquin R. Bustamante.
[5] Lorenzo Padilla S. P.

COMISION INTERNACIONAL DE LIMITES Y AGUAS
ENTRE MEXICO Y LOS ESTADOS UNIDOS

El Paso, Texas,
24 de septiembre de 1979.

ACTA NUM. 261

RECOMENDACIONES PARA LA SOLUCION DE LOS
PROBLEMAS FRONTERIZOS DE SANEAMIENTO

La Comisión se reunió en las oficinas de la Sección de los Estados Unidos en El Paso, Texas a las 17:00 horas del 24 de septiembre de 1979, en cumplimiento de las instrucciones dadas por los Presidentes José López Portillo y Jimmy Carter, en el comunicado conjunto del 16 de febrero de 1979, para que recomendara medidas que podrían adoptarse, dentro del contexto de los convenios vigentes, para lograr avances adicionales hacia una solución permanente de los problemas fronterizos de saneamiento.

La Comisión examinó las disposiciones del Tratado de Aguas de 1944 y observó que, en virtud del Artículo 3, los dos Gobiernos se obligaron a resolver preferentemente los problemas fronterizos de saneamiento. También apuntó que el mismo Artículo 3, relacionado con los Artículos 2 y 24, dan a la Comisión competencia para atender el cumplimiento de esa obligación.

La Comisión estuvo de acuerdo en definir como "problema fronterizo de saneamiento" cada uno de los casos en que las aguas que crucen la frontera, incluyendo las aguas costeras, o escurran por los tramos limítrofes de los Ríos Bravo y Colorado, tengan condiciones sanitarias tales que representen un riesgo para la salud y el bienestar de los habitantes de cualquier lado de la frontera o impidan el uso benéfico de dichas aguas.

La Comisión tomó nota de que cada país tiene sus propias normas de calidad para la atención de sus problemas de saneamiento, fijadas por las autoridades responsables de cuidar de la salud pública y el bienestar de sus habitantes, y reconoció que existe una creciente cooperación entre dichas autoridades.

La Comisión revisó las medidas que cada Gobierno ha tomado para mejorar la calidad de las aguas a lo largo de la frontera y tomó nota de qué, aún cuando cada Gobierno ha tomado en su territorio medidas provisionales de alivio y otras a largo plazo para resolver los problemas fronterizos de saneamiento, algunos de estos problemas persisten y en ciertos casos desagües sanitarios inadecuadamente tratados cruzan la frontera de un país a otro o se vierten en los ríos que forman la frontera, poniendo en peligro la salud y el bienestar de los habitantes de uno u otro lado de la frontera o impidiendo el uso benéfico de dichas aguas.

La Comisión observó que, además de resolver los problemas fronterizos de saneamiento existentes, es necesario que los dos Gobiernos

tomen medidas oportunas para evitar cualquier otro problema fronterizo de saneamiento que pudiera ocurrir.

Consecuentemente, la Comisión somete a la aprobación de los dos Gobiernos las Recomendaciones siguientes:

1.- Que los dos Gobiernos reconozcan como un "problema fronterizo de saneamiento", según se menciona en el Artículo 3 del Tratado de Aguas de 1944, cada uno de los casos en que, a juicio de la Comisión, las aguas que crucen la frontera, incluyendo las aguas costeras, o escurran por los tramos limítrofes de los Ríos Bravo y Colorado, tengan condiciones sanitarias tales que representen un riesgo para la salud y el bienestar de los habitantes de cualquier lado de la frontera o impidan el uso benéfico de dichas aguas.

2.- Que para cumplir la obligación contraída por el Artículo 3 del Tratado de Aguas de 1944, la Comisión preste atención permanente a los problemas fronterizos de saneamiento y dé a los problemas ya existentes atención inmediata y prioritaria.

3.- Que para resolver oportunamente los problemas fronterizos de saneamiento que existen y evitar futuros problemas, las dependencias competentes de cada Gobierno proporcionen a su respectiva Sección de la Comisión la información y el asesoramiento técnico que ésta requiera para ello.

4.- Que para cada uno de los problemas fronterizos de saneamiento, la Comisión formule una Acta, para la aprobación de los dos Gobiernos, en la cual se incluya la identificación del problema, la definición de las condiciones que requieran solución, las normas de calidad específicas que deberán aplicarse, el curso de acción que se deberá seguir para su solución, y el programa específico para su desarrollo.

5.- Que en cada caso en que el curso de acción aprobado disponga que un problema fronterizo de saneamiento sea corregido por uno de los dos Gobiernos, ese Gobierno desarrolle en forma urgente los planes y proyectos de las obras necesarias para ello y previa su aprobación por la Comisión, dicho Gobierno proceda a realizar su construcción, operación y mantenimiento con la mayor prontitud y oportunidad posibles.

6.- Que en cada caso en que el curso de acción aprobado disponga que un problema fronterizo de saneamiento sea corregido conjuntamente por los dos Gobiernos, la Comisión desarrolle los planes y proyectos de las obras necesarias para resolverlo, así como la división de trabajos y costos entre los dos países, los someta a la aprobación de los dos Gobiernos, y

previa esta aprobación, cada Gobierno, por medio de su Sección de la Comisión proceda a realizar su construcción, operación y mantenimiento con la mayor prontitud y oportunidad posibles.

7.- Que los dos Gobiernos den a sus respectivas Secciones la autoridad y el apoyo necesarios para que, en los términos del Artículo 24 (b) del Tratado de Aguas de 1944, puedan ejercer jurisdicción sobre las obras de saneamiento realizadas en sus respectivos países para corregir los problemas fronterizos de saneamiento, incluyendo su construcción, operación y mantenimiento.

8.- Que los Comisionados se mantengan informados entre sí del avance de los trabajos en sus respectivos países y que la Comisión, a través de las Secciones respectivas, mantenga informados a los Gobiernos sobre el avance en la solución de los problemas fronterizos de saneamiento.

9.- Que esta Acta requiere la aprobación específica de los dos Gobiernos.

Se levantó la sesión.

Comisionado de México

Comisionado de los Estados Unidos

Secretario de la Sección Mexicana

Secretario de la Sección de los Estados Unidos

BOLIVIA

Agricultural Commodities

Agreements amending the agreement of May 31, 1978, as amended.
Effected by exchange of notes
Signed at La Paz September 13 and 24, 1979;
Entered into force September 24, 1979.
And exchange of notes
Signed at La Paz December 6, 1979;
Entered into force December 6, 1979.
And exchange of notes
Signed at La Paz February 28, 1980;
Entered into force February 28, 1980.

The American Ambassador to the Bolivian Minister of Foreign Affairs and Worship

No. 41 LA PAZ, *September 13, 1979*

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 31, 1978, as amended on September 1, 1978 and on May 2, 1979,[1] and to propose that Agreement be further amended as follows:

In Annex B, Program Description, Item III, Implementation Arrangements, redesignate existing Paragraph E, Evaluation Plan, as Paragraph F, and insert a new Paragraph E as follows:

E. Revisions Permitted Under This Agreement

Implementation Letters may be used to revise individual project financial plans and corresponding implementation targets and narrative descriptions, for the purpose of achieving expeditious and effective implementation of the project in a manner consistent with the overall goals and purposes underlying the project as originally contemplated, and the Agreement as a whole.

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[1] TIAS 9518; 30 UST 5595.

No such adjustments may:

(1) Add a new individual project;
(2) Discontinue or delete a project; or
(3) Revise project funding so as to result in an increase or decrease of any project funding by more than ten (10) percent of the total funding for the project as set forth in Annex B, during the life of the Agreement.

Any other revisions of individual projects can be made only by formal amendment to this Agreement, effected through an exchange of Diplomatic Notes.

All other terms and conditions of the May 31, 1978 Agreement, as amended, remain in effect.

If the foregoing is acceptable by your Government, I propose that this note together with your reply thereto constitute an Agreement between our two Governments effective on the date of your note in reply.

Accept Excellency, the renewed assurances of my highest consideration.

PAUL H. BOEKER

His Excellency
DR. GUSTAVO FERNANDEZ SAAVEDRA
Minister of Foreign Affairs and Worship
La Paz

The Bolivian Minister of Foreign Affairs and Worship to the American Ambassador

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

DGAE/B/2212/38

" AÑO DEL CENTENARIO DEL LITORAL CAUTIVO "

La Paz,

Excelentísimo señor Embajador:

Tengo el honor de dar respuesta a la atenta nota No. 41 del 13 del mes en curso, que Vuestra Excelencia ha tenido la gentileza de hacer llegar a mi despacho cuyo texto es el siguiente:

"Tengo el honor de referirme al Convenio para la Venta de Productos Agrícolas firmado por los representantes de nuestros dos Gobiernos en fecha 31 de mayo de 1978 y enmendado el 1ro. de septiembre de 1978 y 2 de mayo de 1979 y de proponer que el Convenio sea enmendado posteriormente como sigue: ----------
En el Anexo B, Descripción del Programa, Item III, Detalle de Implementación, redesignar el Párrafo E existente, Plan de Evaluación, como Párrafo F, e insertar un nuevo Párrafo E como sigue: -
E. REVISIONES PERMITIDAS BAJO ESTE CONVENIO Podrán ser utilizadas cartas de implementación para revisar los planes financieros de proyectos individuales y las correspondientes metas de implementación y descripciones narrativas, con el propósito de lograr una pronta y efectiva implementación del proyecto, de una manera consistente con los propósitos y los objetivos que se subrayan en el proyecto según se contempla originalmente, y el Convenio en sí.
Los mencionados ajustes no deberán:----------
1. Agregar nuevos proyectos; ----------
2. Discontinuar o suprimir un proyecto; ó ----------
3. Enmendar los fondos asignados a un proyecto que resulte en un aumento o disminución de fondos a ese proyecto por más del 10 por ciento del total de fondos originalmente establecido en el Anexo B, durante la vigencia del Convenio.----------
Cualquier otra revisión de proyectos individuales será efectuado solamente por enmiendas formales a este Convenio, efectuadas mediante el intercambio de Notas Diplomáticas.----------
Todos los otros términos y condiciones del Convenio del 31 de mayo de 1978 enmendado continúan vigentes.----------

Excelentísimo señor
D. PAUL H. BOEKER
Embajador Extraordinario y
Plenipotenciario de los Estados Unidos
de América
Presente

Si las condiciones arriba mencionadas son aceptables a su Gobierno, le propongo que esta nota y la contestación a la misma constituyan un convenio entre nuestros dos gobiernos a ser vigente en la fecha de recibir su respuesta. ----------
Acepte Excelencia las consideraciones de mi más alta y distinguida consideración. ----------
Fdo. Poul H. Boeker, Embajador de los Estados Unidos de América.---

Al manifestar a Vuestra Excelencia la conformidad de mi Gobierno con el texto de la nota antes transcrita, aprovecho la oportunidad para renovarle las seguridades de mi consideración más distinguida.

GUSTAVO FERNANDEZ SAAVEDRA
MINISTRO DE RELACIONES EXTERIORES Y CULTO

TRANSLATION

REPUBLIC OF BOLIVIA
Ministry of Foreign Affairs and Worship

DGAE/B/2212/38

La Paz, September 24, 1979

Mr. Ambassador:

I have the honor to reply to note No. 41 of September 13, 1979, from Your Excellency, the text of which reads as follows:

[For the English language text, see pp. 5106-5107.]

I wish to inform Your Excellency that the text of the note transcribed above is acceptable to my Government, and I avail myself of the opportunity to renew to you the assurances of my highest consideration.

G Fernandez S
Gustavo Fernandez Saavedra
Minister of Foreign Affairs
and Worship

The American Ambassador to the Bolivian Minister of Foreign Affairs and Worship

No. 48 *December 6, 1979*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 31, 1978, as amended by exchanges of notes dated August 31, 1978 and September 1, 1978, May 2, 1979, and September 13, 1979 and September 24, 1979, and to propose that Part II, Particular Provisions of that Agreement be further amended as follows:

A. In Item I, Commodity Table, under appropriate column headings, insert a new line as follows: "Wheat/Wheat Flour (Wheat Basis) 1980–26,000–5.0". On the lines entitled "Total", delete "Dollars 22.8" and insert "Dollars 27.8".

B. In Item III, Usual Marketing Table, under the column headed "Import Period", change "1979" to read "1979 and 1980". Under column headed "Usual Marketing Requirement (Metric Tons)", change "159,700" to read "159,700 in each year".

C. In Item IV, Export Limitations, Paragraph A, change "United States Calendar Year 1978 and 1979" to "United States Calendar Years 1978, 1979, and 1980".

All other terms and conditions of the May 31, 1978 Agreement as amended, remain the same.

If the foregoing is acceptable to your Government, I propose that this note, together with your reply thereto, constitute agreement between our two governments, to be effective on the date of your note in reply.

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

PAUL H. BOEKER

His Excellency
DR. JULIO GARRET AYLLÓN
Minister of Foreign Affairs
La Paz

The Bolivian Minister of Foreign Affairs and Worship to the American Ambassador

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

DGAE/B/2636/

" AÑO DEL CENTENARIO DEL LITORAL CAUTIVO "

La Paz, 6 de diciembre de 1979.

Excelencia:

Tengo el honor de avisar recibo de su atenta nota N° 48 fechada el día de hoy, mediante la cual propone algunas enmiendas al Convenio de Productos Agrícolas de 31 de mayo de 1978, y cuyo texto es el siguiente:

" Excelencia: ----------
Tengo el honor de referirme al Convenio de Productos Agrícolas firmado por representantes de nuestros dos Gobiernos en fechas 31 de mayo, 1978 y enmendado por notas reversales fechadas el 31 de agosto, 1978 y el 1° de septiembre, 1978, el 2 de mayo, 1979 y el 13 de septiembre, 1979 y el 24 de septiembre, 1979, y proponer que el Capítulo II, de Disposiciones Especiales de ese Convenio sea en adelante enmendado como sigue: ----------
A. En el Item I, Cuadro de Productos, bajo los títulos de la columna respectiva, insertar una nueva línea como sigue: "Trigo/Harina de Trigo (Equivalente en Trigo) 1980-26,000-5.0". En la línea titulada "Total" suprimir "Dólares 22.8" e insertar "Dólares 27.8". ----------
B. En el Item III, Cuadro de Requisitos Normales, bajo la columna titulada "Período de Importación" cambiar "1979" por "1979 y 1980". Bajo la columna titulada "Requisitos Normales de Comercialización (Toneladas Métricas)", cambiar "159,700" por "159,700 en cada año". ----------
C. En el Item IV, Limitaciones a la Exportación, Párrafo A, cambiar "Año Calendario de los Estados Unidos 1978 y 1979" por "Año Calendario de los Estados Unidos 1978, 1979 y 1980". ----------
Todos los demás términos y condiciones del Convenio del 31 de mayo de 1978 enmendado continúan los mismos. ----------
Si lo anteriormente citado es aceptable a su Gobierno, propongo que esta Nota y la respuesta a la misma constituyan un acuerdo entre nuestros dos Gobiernos y que sea efectivo a partir de la fecha de su nota de respuesta. ----------
Acepte, Excelencia, las seguridades de mi más alta consideración.-
Firmado Paul H. Boeker, Embajador de los Estados Unidos de América.

Exceléntisimo señor

D. Paul H. Boeker
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.

P r e s e n t e . -

Por la presente comunico a Vuestra Excelencia la conformidad del Gobierno de Bolivia con los términos contenidos en la nota antes transcrita.

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

JULIO GARRETT AILLON
Ministro de Relaciones Exteriores y Culto

TRANSLATION

REPUBLIC OF BOLIVIA
Ministry of Foreign Affairs and Worship

No. DGAE/B/2636 La Paz, December 6, 1979

Excellency:

I have the honor to acknowledge receipt of your note No. 48 of today's date which proposes certain amendments to the Agricultural Commodities Agreement of May 31, 1978, and which reads as follows:

[For the English language text, see p. 5111.]

I wish to inform Your Excellency that the Government of Bolivia agrees to the terms contained in the note transcribed above.

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

J. Garrett A.

Julio Garrett Aillon
Minister of Foreign Affairs and Worship

His Excellency
Paul H. Boeker,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
La Paz.

The American Chargé d'Affaires ad interim to the Bolivian Minister of Foreign Affairs and Worship

No. 8 LA PAZ, *February 28, 1980*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 31, 1978, as amended by exchanges of notes dated September 1, 1978, May 2, 1979, September 24, 1979, and December 6, 1979, and to propose that Part II, Particular Provisions of that Agreement be further amended as follows:

In Item I, Commodity Table, on the line beginning "Wheat/Wheat Flour (Wheat Basis) 1980", under appropriate column headings change "26,000" to "73,000" and "5.0" to "13.4". On the line entitled "Total", change "Dollars 27.8" to "Dollars 36.2".

All other terms and conditions of the May 31, 1978 Agreement, as amended, remain the same.

If the foregoing is acceptable to your Government, I propose that this note, together with your reply thereto, constitute agreement between our two Governments, to be effective on the date of your note in reply.

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

ALEXANDER F WATSON

His Excellency
JULIO GARRETT AILLÓN
Minister of Foreign Affairs
La Paz

The Bolivian Minister of Foreign Affairs and Worship to the American Chargé d'Affaires ad interim

REPUBLICA DE BOLIVIA

MINISTERIO DE RELACIONES EXTERIORES Y CULTO

DGAE/B/383/80

La Paz, 28 de febrero de 1980.

Señor Encargado de Negocios:

Tengo el honor de dar respuesta a la atenta nota Nº 8, de fecha de hoy que Su Señoría ha tenido la gentileza de hacer llegar a mi Despacho, cuyo texto es el siguiente:

" Su Excelencia:.---------- "
" Tengo el honor de referirme al Convenio de Productos Agrícolas fir "
" mado por representantes de nuestros dos Gobiernos en fecha 31 de "
" mayo de 1978 y enmendado por notas reversales fechadas el 1º de - "
" septiembre de 1978, 2 de mayo de 1979, 24 de septiembre de 1979 y "
" 6 de diciembre de 1979, y proponer que el Capítulo II, de Disposi- "
" ciones Especiales de ese Convenio sea en adelante enmendado como "
" sigue:.---------- "
" En el Item I, Cuadro de Productos, comenzando en la linea "Trigo/ "
" Harina de Trigo (Equivalente en Trigo) 1980," bajo los títulos de "
" la columna respectiva cambiar "26,000" a "73,000" y "5.0" a "13.4". "
" En la linea titulada "Total" cambiar "Dólares 27.8" a "Dólares - "
" 36.2".---------- "
" Todos los demás términos y condiciones del Convenio del 31 de mayo "
" de 1978 enmendado continuán los mismos.---------- "
" Si lo anteriormente citado es aceptable a su Gobierno, propongo - "
" que esta Nota y la respuesta a la misma constituyan un acuerdo en- "
" tre nuestros dos Gobiernos y que sea efectivo a partir de la fecha "
" de su nota de respuesta.---------- "
" Acepte, Su Excelencia, las seguridades de mi más alta considera - "
" ción.---------- "
" Fdo. Alexander F. Watson.-- Encargado de Negocios de los Estados - "
" Unidos de América en Bolivia.---------- "

Al manifestar a Su Señoría la conformidad de mi Gobierno con el texto de la Nota antes transcrita, aprovecho la oportunidad para renovarle las seguridades de mi consideración más distinguida.

Al señor
Alexander F. Watson
ENCARGADO DE NEGOCIOS a.i.
DE LOS ESTADOS UNIDOS DE AMERICA
EN BOLIVIA
Presente.-

TRANSLATION

REPUBLIC OF BOLIVIA
Ministry of Foreign Affairs and Worship

No. DGAE/B/383/80 La Paz, February 28, 1980

Sir:

I have the honor to reply to Your Excellency's note No. 8 of today's date, transmitted to my office, which reads as follows:

[For the English language text, see p. 5115.]

I wish to inform Your Excellency that my Government concurs with the text of the note transcribed above, and I avail myself of this opportunity to renew to you the assurances of my highest consideration.

J. Garrett A.

Mr. Alexander F. Watson,
Charge d'Affaires ad interim
of the United States of America
in Bolivia,
La Paz.

PHILIPPINES

Trade in Textiles and Textile Products

Agreement amending the agreement of August 22 and 24, 1978, as amended.
Effected by exchange of notes
Signed at Manila September 4 and 12, 1979;
Entered into force September 12, 1979.

The American Ambassador to the Philippine Minister of Foreign Affairs

No. 491 Manila, September 4, 1979

Excellency:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles, with annexes, done at Geneva on December 20, 1973, and extended by a protocol adopted on December 14, 1977 at Geneva (The Arrangement).[1] I also have the honor to refer to the United States - Philippine Agreement Relating to Trade in Cotton, Wool and Man-made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes dated August 22 and 24, 1978.[2] On behalf of the Government of the United States of America, I propose the following:

My Government agrees to create a new category, 645/646T to replace Category 646T. The new merged category will have the same specific levels for the life of the agreement as those previously provided for 646T.

The overshipment of Category 645/646NT in 1978 was 39,117 dozens. The difference between the level of this overshipment and 30,000 dozens, or 9,117 dozens, will be charged against the 1979 specific limit for

His Excellency
Carlos P. Romulo,
Minister of Foreign Affairs,
Manila.

[1] TIAS 7840, 8939; 25 UST 1001; 29 UST 2287.
[2] TIAS 9223, 9557; 30 UST 844, 6333.

the new merged Category 645/646T. Since the 1979 specific limit for Category 646T is currently 206,081 dozens, the amended level for merged Category 645/646T will be 196, 964 dozens.

The remaining 30,000 dozens from the 1978 overshipment of Category 645/646NT will be charged against Category 645/646NT in equal annual installments over a period of six years beginning with 1980. During the three years of the current agreement beginning with 1980, the limitation levels for Category 645/646NT will, thus, be as follows:

1980 - 84,264 dozens
1981 - 86,942 dozens
1982 - 89,700 dozens

Since the provisions of this amendment extend beyond the life of the current bilateral agreement, our two Governments agree that, should the existing bilateral textile agreement not be renewed, the entire residual of the 1978 overshipment will be charged against the specific limit for Category 645/646NT for 1982, the final year of the present agreement.

The Government of the Republic of the Philippines recognizes the right of the Government of the United States of America to use the Tariff Schedules of the United States Annotated, to administer the traditional and non-traditional apparel categories found in Annex B of the United States - Philippine Bilateral Textile Agreement.

If the foregoing is acceptable to the Government of the Republic of the Philippines, this note and your Excellency's note of confirmation on behalf of

the Government of the Republic of the Philippines shall constitute an agreement between the Governments of the United States of America and of the Republic of the Philippines amending the agreement accordingly.

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

[1]

[1] Richard W. Murphy.

The Philippine Acting Minister for Foreign Affairs to the American Ambassador

REPUBLIKA NG PILIPINAS
KAGAWARAN NG UGNAYANG PANLABAS
MAYNILA [1]

Manila, 12 September 1979

Excellency:

I have the honor to acknowledge receipt of your Excellency's

20822 Note No. 491 dated 4 September 1979 which reads as follows:

"Excellency:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles, with annexes, done at Geneva on December 20, 1973, and extended by a protocol adopted on December 14, 1977 at Geneva (The Arrangement). I also have the honor to refer to the United States - Philippine Agreement Relating to Trade in Cottton, Wool and Man-made Fiber Textiles and Textile Products, with annexes, effected by exchange of notes dated August 22 and 24, 1978. On behalf of the Government of the United States of America, I propose the following:

My Government agrees to create a new category, 645/646T to replace Category 646T. The new merged category will have the same specific levels for the life of the agreement as those previously provided for 646T.

The overshipment of Category 645/646NT in 1978 was 39,117 dozens. The difference between the level of this overshipment and 30,000 dozens, or 9,117 dozens, will be charged against the 1979 specific limit for the new merged Category 645/646T. Since the 1979 specific limit for Category 646T is currently 206,081 dozens, the amended level for merged Category 645/646T will be 196,964 dozens.

The remaining 30,000 dozens from the 1978 overshipment of Category 645/646NT will be charged against Category 645/646NT in equal annual installments over a period of six years beginning with 1980. During the three years of the current agreement beginning with 1980, the limitation levels for Category 645/646NT will, thus, be as follows:

1980 - 84,264 dozens

1981 - 86,942 dozens

1982 - 89,700 dozens

Since the provisions of this amendment extend beyond the life of the current bilateral agreement, our two Governments agree that, should the existing bilateral textile agreement not be renewed, the entire

His Excellency

Richard W. Murphy

Ambassador Extraordinary and Plenipotentiary

United States of America

M a n i l a

[1] In translation reads: "Republic of Philippines, Department of Foreign Affairs Manila"

residual of the 1978 overshipment will be charged against the specific limit for Category 645/646NT for 1982, the final year of the present agreement.

The Government of the Republic of the Philippines recognizes the right of the Government of the United States of America to use the Tariff Schedules of the United States Annotated, to administer the traditional and non-traditional apparel categories found in Annex B of the United States - Philippine Bilateral Textile Agreement.

If the foregoing is acceptable to the Government of the Republic of the Philippines, this note and your Excellency's note of confirmation on behalf of the Government of the Republic of the Philippines shall constitute an agreement between the Governments of the United States of America and of the Republic of the Philippines amending the agreement accordingly.

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

I have the honor to confirm on behalf of the Philippine Government that the proposals as contained in your Excellency's note are acceptable to the Philippine Government and this note and your Note No. 491 of 4 September 1979 shall constitute an agreement between our two Governments thus amending the Agreement effected by Exchange of Notes on 11 August 1978 accordingly.

Accept, Excellency, the assurances of my highest consideration.

MANUEL COLLANTES
Acting Minister for Foreign Affairs

PAKISTAN

Trade in Textiles

Agreement amending the agreement of January 4 and 9, 1978, as amended.
Effected by exchange of letters
Signed at Washington November 13 and 16, 1979;
Entered into force November 16, 1979.

The Pakistani Economic Minister to the Chief, Textiles Division, Department of State

بسم الله الرحمن الرحيم

No. 818-ED/79

EMBASSY OF PAKISTAN
2315 MASSACHUSETTS AVENUE, N.W.
WASHINGTON, D.C. 20008

ECONOMIC MINISTER
&
FINANCIAL ADVISER

November 13, 1979

Dear Mr. McConville,

On behalf of the Government of Pakistan I am directed to request that the quota for category 369 may be increased by additional 5 million Square Yards. I would also like this opportunity to request for an early reconciliation of figures for this category, as we are sure that on the basis of Visas issued so far we have not exceeded revised net 369 level agreed to in Washington in July this year.

Yours sincerely,

(Ihsanul Haq)

Mr. Donald McConville,
Chief,
Fibre & Textile Division,
Department of State, # 3333,
22nd & C Streets, NW.,
Washington, DC. 20520.

The Acting Deputy Assistant Secretary of State for International Trade Policy to the Pakistani Economic Minister

November 16, 1979

Mr. Ihsan-ul Haq
Economic Minister
Embassy of Pakistan
2315 Massachusetts Ave., N.W.
Washington, D.C. 20008

Dear Mr. Haq:

I refer to the Agreement Concerning Trade in Cotton Textiles of January 4 and 9, 1978, as amended,[1] between the United States and Pakistan ("the Agreement"). I also refer to your proposal contained in your letter of November 13, concerning Category 369. On behalf of my Government, I accept your proposal that Annex A of the Agreement be further amended with respect to Category 369 for the 1979, 1980, and 1981 Agreement Years as follows:

Category	Increase	Level (square yards equivalent)
369	5,000,000	24,000,000

This letter and your letter of November 13 shall constitute an amendment to the Agreement.

Sincerely,

Harry Kopp

Harry Kopp
Acting Deputy Assistant Secretary
for International Trade Policy

[1] TIAS 9050, 9551; 29 UST 4096; 30 UST 6255.

MEXICO

Trade in Textiles

Agreement amending the agreement of February 26, 1979.
Effected by exchange of notes
Dated at Washington September 11 and November 20, 1979;
Entered into force November 20, 1979.

The Department of State to the Mexican Embassy

The Department of State refers the Embassy of Mexico to the Agreement between the United States and Mexico relating to Trade in Textiles and Textile Products, effected by exchange of notes dated February 26, 1979,[1] ("the Agreement"), and to the Embassy's note No. 0451[2] in which the Embassy requests permission to exceed the minimum consultation level of 700,000 square yards equivalent in category 359, other cotton apparel.

After examination of market conditions in the United States, and after consultations among appropriate agencies concerned with this matter, the Government of the United States proposes that the consultation level for category 359 be raised to 2,500,000 square yards equivalent for the 1979 Agreement Year. If this proposal is acceptable to the Government of Mexico this note and the Embassy's note of confirmation shall constitute an amendment to the Agreement.

Department of State,

Washington, September 11, 1979

[1] TIAS 9419; 30 UST 3643.

[2] Not printed.

The Mexican Embassy to the Department of State

0706

La Embajada de México saluda atentamente al Departamento de Estado y en relación a su nota de fecha 11 de septiembre de 1979 relativa al Convenio Bilateral México-Estados Unidos sobre Textiles de Algodón, Lana y Fibras Artificiales en la que propone un nivel de consulta de 2.5 millones de yardas cuadradas para la Categoría 359 en 1979, se permite transmitir la siguiente información:

"El Gobierno de México manifiesta su conformidad aceptando la oferta del Gobierno de Estados Unidos Americanos de establecer 2.5 millones de yardas cuadradas el límite de consulta en categoría 359 del Convenio Bilateral de Productos Textiles en el presente año, a reserva de que una vez reunidos los elementos y actualizada la información, México negociará un límite mas elevado".

Al Departamento de Estado

Washington, D.C.

TIAS 9662

La presente nota de aceptación del Gobierno de México, asi como la nota de referencia del Departamento de Estado constituyen una enmienda al presente Convenio.

La Embajada de México al agradecer al Departamento de Estado la transmisión de la presente información a las autoridades competentes, aprovecha la oportunidad para renovarle las seguridades de su atenta y distinguida consideración.

Washington, D.C., 20 de noviembre de 1979.

TRANSLATION

EMBASSY OF MEXICO

No. 0706

The Embassy of Mexico presents its compliments to the Department of State and, with respect to the Department's note of September 11, 1979, concerning the Mexico-United States bilateral Agreement relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles, in which a consultation level of 2.5 million square yards is proposed for category 359 in 1979, transmits the following information:

Quote:

The Government of Mexico accepts the proposal of the United States Government to establish 2.5 million square yards [as] the consultation limit for 1979 in category 359 of the bilateral agreement relating to trade in textile products, with the reservation that, once the facts have been collected and the information has been updated, Mexico will negotiate a higher limit.

Unquote.

This note of acceptance from the Government of Mexico and the aforementioned note of the Department of State shall constitute an amendment to the Agreement.

The Embassy of Mexico thanks the Department of State for transmitting this information to the appropriate authorities and avails itself of this opportunity to renew to it the assurances of its high consideration.

Washington, D.C., November 20, 1979

[Initialed]

Department of State,
Washington, D.C.

INDIA

Trade in Textiles and Textile Products

Agreement amending the agreement of December 30, 1977, as amended.
Effected by exchange of notes
Dated at Washington October 26 and November 6, 1979;
Entered into force November 6, 1979.

The Indian Embassy to the Department of State

EMBASSY OF INDIA
COMMERCE WING
2536 MASSACHUSETTS AVE., N.W.
WASHINGTON, D.C. 20008
TELEPHONE: 265-5200

October 26, 1979

The Embassy of India in the United States presents its compliments to the U.S. Department of State and has the honour to refer to the Agreement concerning exports to the United States of cotton, wool and man-made fibre textiles and textile products manufactured in India affected by exchange of letters between the two governments on December 30, 1977, as amended.[1]

Under the provisions of paragraph 6 of the above mentioned Agreement, the Government of India informs the Government of the United States that it wishes to export to the United States textile products in excess of the consultation level currently applicable to category 666, other furnishings of man-made fibre. Accordingly, the Embassy has the honour to request that the consultation level for category 666 be raised to 4 million square yards equivalent for the Second Agreement Year.

The Embassy of India avails itself of this opportunity to renew to the U.S. Department of State the assurances of its highest consideration.

Department of State
Washington D C.

[1] TIAS 9036, 9232, 9578; 29 UST 3677; 30 UST 983, 7198.

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

November 6, 1979

SIR:

I refer to the Agreement between the United States of America and India Relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, with Annexes, effected by exchange of notes December 30, 1977, as amended ("the Agreement"). I also refer to your letter of October 26, 1979 in which you request permission to exceed the consultation level for Category 666 for the 1979 Agreement Year. I wish to propose that the Agreement be further amended for the 1979 Agreement Year for Category 666 as follows:

Category	Increase	New Consultation Level (Square Yards Equivalent)
666	900,000	4,000,000

This letter and your letter shall constitute an amendment to the Agreement.

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

For the Acting Secretary of State:

ERNEST JOHNSTON

The Honorable
ASHOK B. GOKHALE,
Charge d'Affaires ad interim of India.

MULTILATERAL

International Sugar Agreement, 1977

Done at Geneva October 7, 1977;
Ratification advised by the Senate of the United States of America November 30, 1979;
Ratified by the President of the United States of America December 13, 1979;
Ratification of the United States of America deposited with the Secretary-General of the United Nations January 2, 1980;
Proclaimed by the President of the United States of America February 6, 1980;
Entered into force provisionally January 1, 1978 with respect to the United States of America;
Entered into force definitively January 2, 1980 with respect to the United States of America.
With procés-verbaux correcting inconsistencies in text.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The International Sugar Agreement, 1977, was open for signature at United Nations Headquarters from October 28 through December 31, 1977, and was signed on behalf of the United States of America on December 9, 1977, a certified copy of which Agreement is hereto annexed;

The Senate of the United States of America by its resolution of November 30, 1979, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the Agreement;

The President of the United States of America ratified the Agreement on December 13, 1979, in pursuance of the advice and consent of the Senate;

The United States of America deposited a notification of provisional application of the Agreement on December 28, 1977, and the Agreement became provisionally applicable for the United States of America on January 1, 1978;

The United States of America deposited its instrument of ratification on January 2, 1980, in accordance with the provisions of Article 75 of the Agreement;

The International Sugar Agreement, 1977, definitively entered into force for the United States of America on January 2, 1980;

NOW, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the International Sugar Agreement, 1977, to the end that it be observed and fulfilled with good faith on and after January 2, 1980, 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 sixth day of February in the year of our Lord one thousand nine hundred eighty and of [SEAL] the Independence of the United States of America the two hundred fourth.

JIMMY CARTER

By the President:
CYRUS VANCE
Secretary of State

INTERNATIONAL SUGAR AGREEMENT, 1977

CHAPTER I - OBJECTIVES

Article 1

Objectives

The objectives of this International Sugar Agreement (hereinafter referred to as this Agreement), in the light of the terms of resolution 93 (IV) adopted by the United Nations Conference on Trade and Development (hereinafter referred to as UNCTAD) at its fourth session, are as follows:

(a) To raise the level of international trade in sugar, particularly in order to increase the export earnings of developing exporting countries;

(b) To achieve stable conditions in the international trade in sugar, including avoidance of excessive price fluctuations, at price levels which would be remunerative and just to producers and equitable to consumers, and take into account, inter alia, the effect of inflation or deflation; variations in exchange rates; the trend in the prices, consumption, production, trade and stocks of sugar and alternative sweeteners; and the influence on sugar prices of changes in the world economic situation or monetary system;

(c) To provide adequate supplies of sugar to meet the requirements of importing countries at fair and reasonable prices;

(d) To increase sugar consumption and in particular to promote measures to encourage consumption in countries where per capita consumption is low;

(e) To promote equilibrium between supply of, and demand for, sugar within an expanding world sugar trade;

(f) To facilitate the co-ordination of sugar marketing policies and the organization of the market;

(g) To provide for adequate participation in, and growing access to, the markets of the developed countries for sugar from the developing countries;

(h) To assess closely developments in the use of any form of substitutes for sugar, including cyclamates and other artificial sweeteners; and

(i) To further international co-operation in sugar questions.

CHAPTER II - DEFINITIONS

Article 2

Definitions

For the purposes of this Agreement:

(1) "Organization" means the International Sugar Organization referred to in article 3;

(2) "Council" means the International Sugar Council referred to in article 3;

(3) "Member" means

(a) a Party to this Agreement, other than a Party with a notification under article 77, subparagraph 1 (b), currently in effect, or

(b) a territory or group of territories in respect of which a notification has been made under article 77, paragraph 3;

(4) "exporting Member" means any exporting country or territory listed as such in annex V to this Agreement which becomes a Member of the Organization, or any country or territory not so listed which is given the status of an exporting Member upon accession to this Agreement or pursuant to article 6;

(5) "importing Member" means any importing country listed as such in annex V to this Agreement which becomes a Member of the Organization, or any country not so listed which is given the status of an importing Member upon accession to this Agreement or pursuant to article 6;

(6) "Fund" means the Stock Financing Fund established under article 49;

(7) "special vote" means a vote requiring at least two thirds of the votes cast by exporting Members present and voting and at least two thirds of the votes cast by importing Members present and voting, on condition that these votes are cast by at least half the number of Members present and voting;

(8) "distributed simple majority vote" means a vote requiring more than half of the total votes of exporting Members present and voting and more than half of the total votes of importing Members present and voting, on condition that these votes are cast by at least half of the number of Members in each category present and voting;

(9) "financial year" means the quota year;

(10) "quota year" means the period from 1 January to 31 December inclusive;

(11) "tonne" means a metric ton, i.e. 1,000 kilogrammes, and "pound" means a pound avoirdupois, i.e. 453.592 grammes; amounts of sugar specified in this Agreement are in terms of raw value, net weight (the raw value of any amount of sugar means its equivalent in terms of raw sugar testing 96 degrees by the polariscope);

(12) "sugar" means sugar in any of its recognized commercial forms derived from sugar cane or sugar beet, including edible and fancy molasses, syrups and any other form of liquid sugar used for human consumption, but

(a) "sugar" as defined above shall not include final molasses or low grade types of non-centrifugal sugar produced by primitive methods nor, for the purposes of establishing the level of exports under this Agreement, sugar destined for uses other than human consumption as food. The Council shall determine the conditions under which sugar shall be considered to be destined for uses other than human consumption as food;

(b) if the Council resolves that the increased use of sugar mixtures becomes a threat to the objectives of this Agreement, these mixtures shall be deemed to be sugar in respect of their sugar content. The increase in the quantity of sugar mixtures exported over the quantity exported before the entry into force of this Agreement shall, in respect of its sugar content, be charged against the quota in effect or export entitlement of the exporting Member concerned;

(13) "free market" means the total of net imports of the world market, except those resulting from the operation of the special arrangements referred to in chapter IX of this Agreement;

(14) "net imports" means total imports of sugar after deducting total exports of sugar;

(15) "net exports" means total exports of sugar (excluding sugar supplied as stores for ships victualling at domestic ports) after deducting total imports of sugar;

(16) "basic export tonnage" means the quantity established pursuant to article 34;

(17) "global quota" means the quantity specified in article 40, paragraph 2, as may be adjusted in accordance with the provisions of article 44;

(18) "quota in effect" means the quantity of sugar which a Member may export to the free market in excess of its total imports from that market during the relevant quota year, as may be established and adjusted in accordance with this Agreement;

(19) "cent" or "cents" means United States cent or cents;

(20) "daily price" means the price calculated in accordance with the provisions of article 61, paragraph 1;

(21) "prevailing price" on any market day is the average of the daily price over the immediately preceding period of 15 consecutive market days including that market day; the position of the prevailing price in relation to any specific price level is as defined in article 61, paragraph 2;

(22) "entry into force" means the date on which this Agreement enters into force provisionally or definitively, as provided in article 75;

(23) any reference in this Agreement to a "Government invited to the United Nations Sugar Conference, 1977" shall be construed as including a reference to the European Economic Community (hereinafter referred to as the EEC); accordingly any reference in this Agreement to "signature of this Agreement" or to the "deposit of an instrument of ratification, acceptance, approval or accession" by a Government shall, in the case of the EEC, be construed as including signature on behalf of the EEC by its competent authority and the deposit of the instrument required by the institutional procedures of the EEC to be deposited for the conclusion of an international agreement;

(24) "developing exporting Members" and "developing importing Members" are those referred to as such in annex III.

CHAPTER III - THE INTERNATIONAL SUGAR ORGANIZATION, ITS MEMBERSHIP AND STATUS

Article 3

Continuation, headquarters and structure of the International Sugar Organization

1. The International Sugar Organization established under the International Sugar Agreement, 1968,[1] and maintained in existence under the International Sugar Agreement, 1973, shall continue in being for the purpose of administering the present Agreement and supervising its operation, with the membership, powers and functions set out in this Agreement.

2. The headquarters of the Organization shall be in London, unless the Council decides otherwise by special vote.

3. The Organization shall function through the International Sugar Council, its Executive Committee, its Executive Director and its staff, as well as the Stock Financing Fund and such other bodies as are provided for in this Agreement.

Article 4

Membership of the Organization

1. Each Party shall constitute a single Member of the Organization except as otherwise provided in paragraphs 2 or 3 of this article.

2. (a) When a Party makes a notification under article 77, subparagraph 1 (a), declaring that this Agreement shall extend to a developing territory or teritories which wish to participate in this Agreement, there may be, with the express consent and approval of those concerned, either:

(i) joint membership for that Party together with these territories; or

(ii) when that Party has made a notification under article 77, paragraph 3, separate membership, singly, all together or in groups for the territories that would individually constitute an exporting Member and separate membership for the territories that would individually constitute an importing Member.

(b) When a Party makes a notification under article 77, subparagraph 1 (b) and paragraph 3, there shall be separate membership as set out in subparagraph (a) (ii) of this paragraph.

3. A Party which has made a notification under article 77, subparagraph 1 (b), and has not withdrawn that notification shall not be a Member of the Organization.

[1] 654 UNTS 3.

Article 5

Privileges and immunities

1. The Organization shall have legal personality. It shall in particular have the capacity to contract, acquire and dispose of movable and immovable property and to institute legal proceedings.

2. The status, privileges and immunities of the Organization in the territory of the United Kingdom shall continue to be governed by the Headquarters Agreement between the Government of the United Kingdom of Great Britain and Northern Ireland and the International Sugar Organization signed at London on 29 May 1969.[1]

3. If the seat of the Organization is moved to a country which is a Member of the Organization, that Member shall, as soon as possible, conclude with the Organization an agreement to be approved by the Council relating to the status, privileges and immunities of the Organization, of its Executive Director, its staff and experts and of representatives of Members while in that country for the purpose of exercising their functions.

4. Unless any other taxation arrangements are implemented under the agreement envisaged in paragraph 3 of this article and pending the conclusion of that agreement, the new host Member shall:

(a) grant exemption from taxation on the remuneration paid by the Organization to its employees, except that such exemption need not apply to its own nationals; and

(b) grant exemption from taxation on the assets, income and other property of the Organization.

5. If the seat of the Organization is to be moved to a country which is not a Member of the Organization, the Council shall, before that move, obtain a written assurance from the Government of that country

(a) that it shall, as soon as possible, conclude with the Organization an agreement as described in paragraph 3 of this article; and

(b) that, pending the conclusion of such an agreement, it shall grant the exemptions provided for in paragraph 4 of this article.

6. The Council shall endeavour to conclude the agreement described in paragraph 3 of this article with the Government of the country to which the seat of the Organization is to be moved before transferring the seat.

Article 6

Change of status

A Member may change its category of membership on such terms and conditions as the Council may establish in consultation with the Member concerned. In the case of an importing Member changing to the category of an exporting Member, the Council shall also, by special vote, determine the basic export tonnage or export entitlement of that Member, which shall be deemed to be listed in annex I or annex II, as appropriate.

[1] 700 UNTS 121.

CHAPTER IV - THE INTERNATIONAL SUGAR COUNCIL

Article 7

Composition of the International Sugar Council

1. The highest authority of the Organization shall be the International Sugar Council, which shall consist of all the Members of the Organization.

2. Each Member shall be represented by a representative and, if it so desires, by one or more alternates. A Member may also appoint one or more advisers to its representative or alternates.

Article 8

Powers and functions of the Council

1. The Council shall exercise all such powers and perform or arrange for the performance of all such functions as are necessary to carry out the express provisions of this Agreement.

2. The Council shall adopt, by special vote, such rules and regulations as are necessary to carry out the provisions of this Agreement and are consistent therewith, including rules of procedure for the Council, its committees, and the Fund, and the financial and staff regulations of the Organization. The Council may, in its rules of procedure, provide a procedure whereby it may, without meeting, decide specific questions.

3. The Council shall keep such records as are required to perform its functions under this Agreement and such other records as it considers appropriate.

4. The Council shall publish an annual report and such other information as it considers appropriate.

Article 9

Chairman and Vice-Chairman of the Council

1. For each quota year the Council shall elect from among the delegations a Chairman and a Vice-Chairman, who shall not be paid by the Organization.

2. The Chairman and the Vice-Chairman shall be elected, one from among the delegations of the importing Members and the other from among those of the exporting Members. Each of these offices shall, as a general rule, alternate each quota year between the two categories of Members; provided, however, that this shall not prevent the re-election under exceptional circumstances of the Chairman or Vice-Chairman or both when the Council so decides by special vote. In the case of such re-election of either officer, the rule set out in the first sentence of this paragraph shall continue to apply.

3. In the temporary absence of both the Chairman and the Vice-Chairman or the permanent absence of one or both, the Council may elect from among the delegations new officers, temporary or permanent as appropriate, taking account of the principle of alternating representation set out in paragraph 2 of this article.

4. Neither the Chairman nor any other officer presiding at meetings of the Council shall vote. He may, however, appoint another person to exercise the voting rights of the Member which he represents.

Article 10

Sessions of the Council

1. As a general rule, the Council shall hold one regular session in each half of the quota year.

2. In addition to meeting in the other circumstances specifically provided for in this Agreement, the Council shall meet in special session whenever it so decides or on the request of:

(a) any five Members;

(b) Members having at least 250 votes;

(c) the Executive Committee; or

(d) the Price Review Committee.

3. Notice of sessions shall be given to Members at least 30 calendar days in advance, except in case of emergency, when such notice shall be given at least 10 calendar days in advance, and except where the provisions of this Agreement prescribe a different period.

4. Sessions shall be held at the headquarters of the Organization unless the Council decides otherwise by special vote. If any Member invites the Council to meet elsewhere than at the headquarters of the Organization, and the Council agrees so to do, that Member shall pay the additional costs involved.

Article 11

Votes

1. The exporting Members shall together hold 1,000 votes and the importing Members shall together hold 1,000 votes.

2. No Member shall hold more than 300 votes or less than 5 votes.

3. There shall be no fractional votes.

4. The total 1,000 votes of exporting Members shall be distributed among them pro rata to the weighted average of the following factors:

(a) their basic export tonnages or export entitlements, as appropriate . . . . . 50 per cent

(b) their total net exports

(i) to the free market . . . . . 18 per cent

(ii) under special arrangements . . . . . 7 per cent

(c) their total production . . . . . 25 per cent

The figures to be used for the purposes of (b) and (c) above shall be, for each factor, the average of the best two of the three preceding years for which figures are available.

5. Votes of importing Members shall be distributed among them in proportion to their net imports from the free market and under special arrangements, calculated separately according to the following formula:

(a) Each importing Member shall have that portion of 900 votes which its average annual net imports from the free market over the preceding four years, disregarding the year of its lowest imports from the free market, bear to the total of such average imports from the free market of all importing Members;

(b) Each importing Member shall have that portion of 100 votes which its imports under special arrangements for the preceding year bear to total imports under special arrangements of all importing Members for the preceding year.

6. Votes shall be distributed at the beginning of each quota year in accordance with the provisions of this article, which distribution shall remain in effect for a full quota year except as provided in paragraph 7 of this article.

7. Whenever the membership of the Organization, the territorial composition of a Member or the composition of the free market changes, or when any Member has its voting rights suspended or recovers its voting rights under any provision of this Agreement, the Council shall redistribute the total votes within the affected category or categories of Members on the basis of the formulae in this article.

Article 12

Voting procedure of the Council

1. Each Member shall be entitled to cast the number of votes it holds under article 11. It shall not be entitled to divide such votes.

2. By informing the Chairman in writing, any exporting Member may authorize any other exporting Member, and any importing Member may authorize any other importing Member, to represent its interests and to cast its votes at any meeting or meetings of the Council. A copy of such authorizations shall be examined by any credentials committee that may be set up under the rules of procedure of the Council.

3. A Member authorized by another Member to cast the votes held by the authorizing Member under article 11 shall cast such votes as authorized and in accordance with paragraph 2 of this article.

Article 13

Decisions of the Council

1. All decisions of the Council shall be taken and all recommendations shall be made by distributed simple majority vote, unless this Agreement provides for a special vote.

2. In arriving at the number of votes necessary for any decision of the Council, votes of Members abstaining shall not be reckoned. Where a Member avails itself of the provisions of article 12, paragraph 2, and its votes are cast at a meeting of the Council, such Member shall, for the purposes of paragraph 1 of this article, be considered as present and voting.

3. All decisions of the Council under this Agreement shall be binding upon Members.

Article 14

Co-operation with other organizations

1. The Council shall make whatever arrangements are appropriate for consultation or co-operation with the United Nations and its organs, in particular UNCTAD, and with the Food and Agriculture Organization and such other specialized agencies of the United Nations and intergovernmental organizations as may be appropriate.

2. The Council, bearing in mind the particular role of UNCTAD in international commodity trade, shall as appropriate keep UNCTAD informed of its activities and programmes of work.

3. The Council may also make whatever arrangements are appropriate for maintaining effective contact with international organizations of sugar producers, traders and manufacturers.

Article 15

Admission of observers

1. The Council may invite any non-member State to attend any of its meetings as an observer.

2. The Council may also invite any of the organizations referred to in article 14, paragraph 1, to attend any of its meetings as an observer.

Article 16

Quorum for the Council

The quorum for any meeting of the Council shall be the presence of more than half of all exporting Members and more than half of all importing Members, the Members thus present holding at least two thirds of the total votes of all Members in their respective categories. If there is no quorum on the day appointed for the opening of any Council session, or if in the course of any Council session there is no quorum at three successive meetings, the Council shall be convened seven days later; at that time, and throughout the remainder of that session, the quorum shall be the presence of more than half of all exporting Members and more than half of all importing Members, the Members thus present representing more than half of the total votes of all Members in their respective categories. Representation in accordance with article 12, paragraph 2, shall be considered as presence.

CHAPTER V - THE EXECUTIVE COMMITTEE

Article 17

Composition of the Executive Committee

1. The Executive Committee shall consist of ten exporting Members and ten importing Members, who shall be elected for each quota year in accordance with article 18 and may be re-elected.

2. Each member of the Executive Committee shall appoint one representative and may appoint in addition one or more alternates and advisers.

3. The Executive Committee shall elect its Chairman for each quota year. He shall not have the right to vote and may be re-elected.

4. The Executive Committee shall meet at the headquarters of the Organization, unless it decides otherwise. If any Member invites the Executive Committee to meet elsewhere than at the headquarters of the Organization, and the Executive Committee agrees so to do, that Member shall pay the additional costs involved.

Article 18

Election of the Executive Committee

1. The exporting and importing members of the Executive Committee shall be elected in the Council by the exporting and importing Members of the Organization respectively. The election within each category shall be held in accordance with paragraphs 2 to 7 inclusive of this article.

2. Each Member shall cast all the votes to which it is entitled under article 11 for a single candidate. A Member may cast for another candidate any votes which it exercises pursuant to article 12, paragraph 2.

3. The ten candidates receiving the largest number of votes shall be elected; however, to be elected on the first ballot a candidate must secure at least 60 votes.

4. If less than ten candidates are elected on the first ballot, further ballots shall be held in which only Members which did not vote for any of the candidates elected shall have the right to vote. In each further ballot, the minimum number of votes required for election shall be successively diminished by five until the ten candidates are elected.

5. Any Member which did not vote for any of the members elected may subsequently assign its votes to one of them, subject to paragraphs 6 and 7 of this article.

6. A member shall be deemed to have received the number of votes originally cast for it when it was elected and, in addition, the number of votes assigned to it, provided that the total number of votes shall not exceed 300 for any member elected.

7. If the votes deemed received by an elected member would otherwise exceed 300, Members which voted for or assigned their votes to such elected member shall arrange among themselves for one or more of them to withdraw their votes from that member and assign or re-assign them to another elected member so that the votes received by each elected member shall not exceed the limit of 300.

8. If a member of the Executive Committee is suspended from the exercise of its voting rights under any of the relevant provisions of this Agreement, each Member which has voted for it or assigned its votes to it in accordance with this article may, during such time as that suspension is in force, assign its votes to any other member of the Committee in its category, subject to paragraph 6 of this article.

9. If a member of the Committee ceases to be a Member of the Organization, the Members which voted for or assigned votes to it and Members which have not voted for, or assigned votes to, another member of the Committee shall, during the next session of the Council, elect a Member to fill the vacancy on the Committee. Any Member which voted for, or assigned its votes to, the member which has ceased to be a Member of the Organization and which does not vote for the Member elected to fill the vacancy on the Committee, may assign its votes to another member of the Committee, subject to paragraph 6 of this article.

10. In special circumstances, and after consultation with the member of the Executive Committee for which it voted or to which it assigned its votes in accordance with the provisions of this article, a Member may withdraw its votes from that member for the remainder of the quota year. That Member may then assign these votes to another member of the Executive Committee in its category but may not withdraw these votes from that other member for the remainder of that year. The member of the Executive Committee from which the votes have been withdrawn shall retain its seat on the Executive Committee for the remainder of that year. Any action taken pursuant to the provisions of this paragraph shall become effective after the Chairman of the Executive Committee has been informed in writing thereof.

Article 19

Delegation of powers by the Council to the Executive Committee

1. The Council may, by special vote, delegate to the Executive Committee the exercise of any or all of its powers, other than the following:

(a) location of the headquarters of the Organization under article 3, paragraph 2;

(b) decisions regarding change of status of Members under article 6;

(c) appointment of the Executive Director under article 22, paragraph 1, and appointment of the Manager of the Fund under article 50, paragraph 4;

(d) approval of the administrative budget and assessment of contributions under article 24, and approval of the accounts of the Fund under article 50, paragraph 2;

(e) application of article 29 to new special arrangements under paragraph 5 of that article;

(f) determination of basic export tonnages under article 34, paragraph 2;

(g) allocations of basic export tonnages under article 35, paragraph 4;

(h) establishment of the global quota under article 40;

(i) decision under article 41, paragraph 2;

(j) revision of the limitations on maximum stocks under article 48, paragraph 4;

(k) adoption of rules of procedure for the Fund under article 49, paragraph 3;

(l) adjustments of the rate of contributions, and suspension of contributions, to the Fund under article 51, paragraph 1;

(m) adjustments of the rate of lending by the Fund under article 53, paragraph 1;

(n) decisions regarding the disposition of the assets of the Fund under article 54;

(o) adjustment of price levels under article 62;

(p) relief from obligations under article 69;

(q) decision on disputes under article 70;

(r) suspension of voting and other rights of a Member under article 71, paragraph 3;

(s) accessions under article 76;

(t) exclusion of a Member from the Organization under article 80;

(u) recommendation of amendments under article 82;

(v) extension or termination of this Agreement under article 83.

2. The Council may at any time revoke any delegation of powers to the Executive Committee.

Article 20

Voting procedure and decisions of the Executive Committee

1. Each member of the Executive Committee shall be entitled to cast the number of votes received by it under article 18, and cannot divide these votes.

2. Any decisions taken by the Executive Committee shall require the same majority as that decision would require if taken by the Council.

3. Any Member shall have the right of appeal to the Council, under such conditions as the Council may prescribe in its rules of procedure, against any decision of the Executive Committee.

Article 21

Quorum for the Executive Committee

The quorum for any meeting of the Executive Committee shall be the presence of more than half of all exporting members of the Committee and more than half of all importing members of the Committee, the members thus present representing at least two thirds of the total votes of all members of the Committee in their respective categories.

CHAPTER VI - THE EXECUTIVE DIRECTOR AND THE STAFF

Article 22

The Executive Director and the staff

1. The Council, after having consulted the Executive Committee, shall appoint the Executive Director by special vote. The terms of appointment of the Executive Director shall be fixed by the Council in the light of those applying to corresponding officials of similar intergovernmental organizations.

2. The Executive Director shall be the chief administrative officer of the Organization and shall be responsible for the performance of any duties devolving upon him in the administration of this Agreement.

3. The Executive Director shall appoint the staff in accordance with regulations established by the Council. In framing such regulations the Council shall have regard to those applying to officials of similar intergovernmental organisations.

4. Neither the Executive Director nor any member of the staff shall have any financial interest in the sugar industry or sugar trade.

5. The Executive Director and the staff shall not seek or receive instructions regarding their duties under this Agreement from any Member or from any authority external to the Organization. They shall refrain from any action which might reflect on their position as international officials responsible only to the Organization. Each Member shall respect the exclusively international character of the responsibilities of the Executive Director and the staff and shall not seek to influence them in the discharge of their responsibilities.

CHAPTER VII - FINANCE

Article 23

Expenses

1. The expenses of delegations to the Council, representatives on the Executive Committee and representatives on any of the committees of the Council or of the Executive Committee shall be met by the Members concerned.

2. The expenses necessary for the administration of this Agreement, excluding the costs of administering the Fund, shall be met by annual contributions from Members, assessed in accordance with article 24. If, however, a Member requests special services, the Council may require that Member to pay for them.

3. Appropriate accounts shall be kept for the administration of this Agreement.

Article 24

Determination of the administrative budget and assessment of contributions

1. During the second half of each financial year, the Council shall approve the administrative budget of the Organization for the following financial year and shall assess the contribution of each Member to that budget.

2. The contribution of each Member to the administrative budget for each financial year shall be in the proportion which the number of its votes at the time the administrative budget for that financial year is approved bears to the total votes of all Members. In assessing contributions, the votes of each Member shall be calculated without regard to the suspension of any Member's voting rights and any redistribution of votes resulting therefrom.

3. The initial contribution of any Member joining the Organization after the entry into force of this Agreement shall be assessed by the Council on the basis of the number of votes to be held by it and the period remaining in the current financial year as well as for the following financial year if that Member joins the Organization between the adoption of the budget for, and the beginning of, that year, but assessments made upon other Members shall not be altered. In assessing contributions of Members joining the Organization after the adoption of a budget for a given quota year or years, the votes of such Members shall be calculated without regard to the suspension of any Member's voting rights and any redistribution of votes resulting therefrom.

4. If this Agreement enters into force more than eight months bef re the beginning of the first full financial year of this Agreement, the Council shall at its first session approve an administrative budget covering the period up to the commencement of the first full financial year. Otherwise, the first administrative budget shall cover both the initial period and the first full financial year.

5. The Council may take such measures as it might deem appropriate when adopting the budget for the first year of this Agreement and for the first year following any extension of this Agreement under article 83 in order to mitigate the effects on contributions for those years resulting from a possibly limited membership of this Agreement at the time of the adoption of budgets for those years.

Article 25

Payment of contributions

1. Contributions to the administrative budget for each financial year shall be payable in freely convertible currencies and shall become due on the first day of that financial year; contributions of Members in respect of the financial year in which they join the Organization shall be due on the date on which they become Members.

2. If, at the end of four months following the date on which its contribution is due in accordance with paragraph 1 of this article, a Member has not paid its full contribution to the administrative budget, the Executive Director shall request the Member to make payment as quickly as possible. If, at the expiration of two months after the request of the Executive Director, the Member has still not paid its contribution, its voting rights in the Council and in the Executive Committee shall be suspended until such time as it has made full payment of the contribution.

3. A Member whose voting rights have been suspended under paragraph 2 of this article shall not be deprived of any of its other rights or relieved of any of its obligations under this Agreement, unless the Council so decides by special vote. It shall remain liable to pay its contribution and to meet any other of its financial obligations under this Agreement.

Article 26

Audit and publication of accounts

As soon as possible after the close of each financial year, the financial statements of the Organization for that financial year, certified by an independent auditor, shall be presented to the Council for approval and publication.

CHAPTER VIII - SCOPE OF THE REGULATION OF EXPORTS

Article 27

Scope

This Agreement regulates supplies of sugar to the free market and makes provision for other related matters. It takes account of the special arrangements referred to in chapter IX and allows for certain donations of sugar to be made without charge to quotas in effect or export entitlements, as referred to in article 28.

Article 28

Donations of sugar

1. Donations of sugar by an exporting Member through assistance programmes of the United Nations or of any of its specialized agencies shall not be charged against the quota in effect or export entitlement of the donor Member, unless the Council decides otherwise.

2. The Council shall lay down the conditions under which donations of sugar by an exporting Member other than those under paragraph 1 of this article shall not be charged against the quota in effect or export entitlement of the donor Member. These conditions shall provide, inter alia, for prior consultation and adequate safeguards to normal patterns of trade. No sugar so donated shall qualify for exemption under this paragraph unless it is exclusively for domestic consumption in the recipient countries.

3. All donations of sugar by an exporting Member shall be notified promptly to the Council by the donor Member. Without prejudice to paragraphs 1 and 2 of this article, any Member which considers that any donations are causing or are likely to cause prejudice to its interests may request the Council to examine the matter. The Council shall, upon such examination, make such recommendations as it deems appropriate.

4. In its annual report, the Council shall include a report on developments concerning donations of sugar.

CHAPTER IX - SPECIAL ARRANGEMENTS

Article 29

General provisions

1. None of the provisions of the other chapters of this Agreement shall interfere with or restrict the rights and obligations of Members under the special arrangements referred to in articles 30, 31, 32 and 33. These special arrangements shall be dealt with as provided for in those articles, subject to paragraphs 2 to 4 of this article.

2. Members recognize that the basic export tonnages and export entitlements established pursuant to articles 34 and 35 are based on the continuity and stability of the special arrangements referred to in articles 30, 31, 32 and 33. If there is any change in the membership of one or more of the special arrangements referred to in those articles and this change affects a Member or Members, or if there is any significant change in the position of one or more Members participating in one or more of these arrangements, the Council shall meet to consider appropriate compensating adjustments to the basic export tonnages or export entitlements established pursuant to articles 34 and 35 in accordance with the following provisions:

(a) Subject to subparagraphs (b), (c) and (d) of this paragraph, the basic export tonnages of the Member or Members involved shall be reduced by the full extent of any increase (or increased by, or established at a level equal to, the full extent of any reduction) in their annual export entitlements under the special arrangement or arrangements concerned, resulting from the changes in membership or position referred to above;

(b) Where compensating adjustments have been made under subparagraph (a) of this paragraph, the Council shall also establish any necessary transitional arrangements covering the year in which such changes occur;

(c) Where compensating adjustments as envisaged in subparagraphs (a) and (b) of this paragraph cannot be made to the basic export tonnages established pursuant to article 34, because the changes in membership or position in the special arrangements referred to above involve a major structural change in the sugar market or a significant change in the position of any major supplier or suppliers under any such special arrangement, the Council shall make recommendations to Members for an amendment of this Agreement under the provisions of article 82 or for the immediate renegotiation of the basic export tonnages. Pending the incorporation of changes in basic export tonnages resulting from such amendment or renegotiation, the changes in, or establishment of, basic export tonnages shall be applied on a provisional basis;

(d) Any Member or Members not satisfied with the results of the renegotiation under subparagraph (c) of this paragraph may withdraw from this Agreement in accordance with the provisions of article 79.

3. Members which participate in the special arrangements referred to in article 30 shall arrange for the Council to be informed of the details of those arrangements, of the amounts of sugar to be imported or exported under them in each year of this Agreement, and of any change in the nature of those arrangements within 30 days of its occurrence.

4. Members participating in any of the special arrangements mentioned in this chapter shall conduct their sugar trade within those arrangements in a manner which shall not prejudice the objectives of this Agreement. Where special arrangements involve re-exports of sugar to the free market, Members participating in such arrangements shall take such measures as they deem appropriate to ensure that, in those cases where there are no quantitative provisions in the relevant articles of this Agreement relating to such re-exports, any increase of trade under those arrangements over and above the quantities annually traded before the entry into force of this Agreement does not result in an increase of re-exports to the free market.

5. At the request of the Members concerned, the Council may, by special vote, apply the provisions of this article to special arrangements established after the entry into force of this Agreement. The basic export tonnages of the Member or Members involved shall be automatically reduced by the full extent of their annual export entitlements under the special arrangement or arrangements concerned.

Article 30

Exports to the European Economic Community

Exports to the EEC under the terms of the Lomé Convention of 1975, the decision of the Council of the EEC of 29 June 1975 relating to the association of overseas countries and territories with the EEC, and the Agreement of 19 July 1975 between the EEC and India, up to the amounts covered by those acts and agreements as may be adjusted under the provisions of those acts and agreements, shall not be charged against the quotas in effect or export entitlements of the Members concerned under chapter X.

Article 31

Exports by Cuba to socialist countries

1. Exports by Cuba to the following socialist countries shall not be charged against its quota in effect under chapter X: Bulgaria, Czechoslovakia, the German Democratic Republic, Hungary, Mongolia, Poland, Romania and the Union of Soviet Socialist Republics.

2. Exports by Cuba to Albania, China, the Democratic People's Republic of Korea, Viet Nam and Yugoslavia up to a total of 650,000 tonnes in each of the first two quota years of this Agreement shall not be charged against its quota in effect under chapter X in those years. The quantity up to which Cuba's exports to these countries will not be charged against Cuba's quota in effect in the third, fourth and fifth quota years shall be determined by the Council in the first quarter of the third quota year in the light of performance during the first two quota years. Such quantity as may be exported to these countries in the first two quota years in excess of an annual total of 650,000 tonnes shall be used for the purposes either of determining the relevant quantity for the third, fourth and fifth quota years or of establishing Cuba's basic export tonnage for these years under article 34, paragraph 2, but not for both purposes.

Article 32

Status of, and exports by, the Union of Soviet Socialist Republics

1. Without prejudice to article 31, all imports by the Union of Soviet Socialist Republics from all origins shall be taken into account and shall therefore give the USSR the status of an importing Member.

2. Without prejudice to its status as established in this article, the USSR shall undertake to limit its total exports of sugar to the free market in each of the first two quota years of this Agreement to 500,000 tonnes.

3. The quantity specified in paragraph 2 of this article and the tonnages to be subsequently established for the following quota years under paragraph 6 of this article shall not include exports by the USSR to any of the countries referred to in article 31, paragraphs 1 and 2.

4. Exports by the USSR under this article shall not be subject to any reduction under chapter X.

5. The USSR shall not be bound by this article during any period when, by virtue of article 44, paragraph 4, quotas and other limitations on exports are inoperative.

6. When considering basic export tonnages for the third, fourth and fifth quota years under article 34, paragraph 2, the Council shall, in agreement with the USSR, establish the tonnages for the USSR's exports for those years.

Article 33

Status of, and exports by, the German Democratic Republic

1. The German Democratic Republic shall undertake on becoming an importing Member to limit its total exports of sugar to the free market in each of the first two quota years of this Agreement to 75,000 tonnes.

2. Exports by the German Democratic Republic under this article shall not be subject to any reduction under chapter X.

3. The German Democratic Republic shall not be bound by this article during any period when, by virtue of article 44, paragraph 4, quotas and other limitations on exports are inoperative.

4. When considering basic export tonnages for the third, fourth and fifth quota years under article 34, paragraph 2, the Council shall, in agreement with the German Democratic Republic, establish the tonnages for the German Democratic Republic's exports for those years.

CHAPTER X - REGULATION OF EXPORTS

Article 34

Allocation and adjustment of basic export tonnages

1. The exporting countries listed in annex I shall, upon becoming Members, have the basic export tonnages for each of the first two quota years of this Agreement as specified therein, subject to article 76, subparagraph 2 (b) and paragraph 3.

2. (a) In the first quarter of the third quota year, the basic export tonnages specified in annex I shall be renegotiated. In that renegotiation account shall be taken of:

(i) the assessment of the free market for the relevant period and the proportion of that market available to exporting Members with basic export tonnages;

(ii) the basic export tonnages of Members as specified in annex I;

(iii) export performance and fulfilment of quota and stock obligations during the first two quota years based on statistics satisfactory to the Council. For this purpose the exporting Members concerned undertake to supply to the Council statistics on their production, consumption, exports and imports for the quota year 1979 not later than 15 February 1980;

(iv) cases where the Council has accepted by special vote that force majeure or other special circumstances affected export performance or the fulfilment of obligations under this Agreement;

(v) the role of sugar in the economy, dependence upon the free market and the special position of small developing Members whose export earnings are heavily dependent upon the export of sugar;

(vi) realized expansion projects by developing exporting Members with basic export tonnages not exceeding 300,000 tonnes or listed in annex II which have been registered in detail by the Members concerned with the Executive Director upon entry into force of this Agreement as committed projects of major significance for the economies of the countries concerned;

(vii) any other relevant factors.

(b) The purpose of the renegotiation shall be to establish revised basic export tonnages acceptable to Members. Upon completion of the renegotiation the Council may determine by special vote, which shall include in this instance the affirmative votes of at least two thirds of the exporting Members present and voting, the revised basic export tonnages for each of the third, fourth and fifth quota years.

(c) In the event that the Council has not established revised basic export tonnages for a particular quota year by the process set forth in subparagraph (b) of this paragraph before the end of the first quarter of that year, the basic export tonnage for each Member listed in annex I shall be determined in accordance with the following formula:

(i) for the third quota year, 50 per cent of its basic export tonnage and 50 per cent of its average relative export performance during 1978 and 1979;

(ii) for the fourth quota year, the average of its relative export performance during 1978, 1979 and 1980, excluding the year of its lowest relative export performance;

(iii) for the fifth quota year, the average of its relative export performance in 1979, 1980 and 1981, excluding the year of its lowest relative export performance.

(d) Relative export performance for each quota year shall mean, for each Member subject to the formula in subparagraph (c) of this paragraph, its net exports to the free market, less any excess beyond the tolerance in article 45, paragraph 2, and less the amount of any deficit in its stock obligations under article 46, divided by the aggregate of such net exports as so adjusted for that quota year for all Members subject to the formula, and multiplied by the aggregate of their basic export tonnages including any allocations under article 39 for the previous quota year. In cases where the Council has accepted by special vote that a Member's net exports to the free market were affected by force majeure or other special circumstances, that Member's net exports shall be adjusted to the extent so accepted by the Council. Similarly, in cases where the Council has for similar reasons granted temporary relief of stock obligations, the relief so granted shall not be treated as a deficit.

(e) A Member which, in each of the previous quota years, has fulfilled its quota in effect without incurring any shortfall, whether declared or not, and has taken up its full share of any redistributed shortfalls up to the level of its basic export tonnage, and which has exported to the free market the full amount of its basic export tonnage in any quota year in which quotas were suspended at least six months before the end of that year and has not, in any quota year, been in default of its stock obligations, shall not, as a result of the application of the formula in subparagraph (c) of this paragraph, receive a lower basic export tonnage than its basic export tonnage in the immediately preceding quota year.

(f) The basic export tonnage assigned to a Member acceding to this Agreement after the first quota year, or assigned to a Member pursuant to article 35 shall not be reduced as a result of the application of the formula in subparagraph (c) of this paragraph, unless such Member has had a basic export tonnage for the entire applicable quota years on which the pertinent part of the formula is based.

(g) The following procedure shall apply for each developing exporting Member with an initial basic export tonnage of 300,000 tonnes or less with any realized expansion project involving investment in agricultural development and increased milling capacity resulting in additional sugar production for the free market in excess of 10,000 tonnes which has been registered in detail with the Executive Director upon entry into force of this Agreement as a committed project of major significance for the economy of the country concerned and which was subject to verification by the Council within three months of the entry into force of this Agreement. There shall be added to the basic export tonnage established under subparagraphs (c) (i), (ii) and (iii) of this paragraph, as appropriate, an amount of 80 per cent of any unexportable surplus arising from such a project at the beginning of the relevant quota year. By unexportable surplus is meant that quantity of sugar which is held in stock at 31 December over and above domestic consumption requirements, the full stock obligation under article 46, and any quantities due to be shipped under special arrangements, excluding any stocks held in breach of article 48, which surplus could not be exported against quotas in effect, provided that:

(i) the unexportable surplus shall be subject to verification according to such rules and procedures as may be established by the Council;

(ii) the Member in question has met all the conditions set out in subparagraph (e) of this paragraph;

(iii) the aggregate of such additions does not exceed 200,000 tonnes in each of the quota years 1980, 1981 and 1982. In the event of any excess the individual additions shall be reviewed and reduced to the extent necessary by the Committee established under article 39, paragraph 1, in accordance with the principles and procedures in that article and taking into account any allocations already made under article 39 to the Member concerned;

(iv) the residual amount of the unexportable surplus shall not be taken into account in subsequent quota years.

3. Notwithstanding paragraph 1 of this article, Colombia's situation shall be taken into account during the negotiations referred to in paragraph 2 of this article, at which time Colombia shall be provided with a basic export tonnage commensurate with its production and domestic consumption.

Article 35

Provisions for Members with small export entitlements

1. Each exporting Member listed in annex II shall, in each quota year, have an export entitlement to the free market of 70,000 tonnes which shall not be subject to any adjustment under this chapter.

2. Each Member referred to in paragraph 1 of this article shall inform the Council at least 45 calendar days before the beginning of a quota year of the amounts of sugar it expects to have available for export to the free market within its export entitlement in that quota year. In addition, each such Member

shall notify the Council of any change in its expected exports as provided for in article 42. Any such Member which fails to comply with the notification procedure in this paragraph shall have its voting rights suspended for the relevant quota year.

3. The Members referred to in paragraph 1 of this article shall not be subject to the obligations to hold special stocks under article 46. They shall, however, be entitled to hold such stocks up to the quantity, and under the conditions, referred to in paragraph 1 of that article.

4. Any Member referred to in paragraph 1 of this article which considers that, in the light of the development of its production, it should be authorized to export to the free market more than 70,000 tonnes in any quota year, may request the Council to allocate to it a basic export tonnage in excess of that entitlement. If and when the Council by special vote accedes to the request by allocating to that Member such basic export tonnage as it considers appropriate, that Member shall be deemed to be listed in annex I and shall become subject to all the provisions of this Agreement applicable to the Members listed in that annex.

Article 36

Special provisions for the calculation of net exports

1. All imports by Czechoslovakia, Hungary, Poland and Romania, except those under article 31, shall be deducted from those Members' total exports when calculating their net exports to the free market.

2. Transfers of sugar within the East African Community by any one of the Partner States of the Community of up to a total amount of 10,000 tonnes shall not be charged against its export entitlement in the relevant quota year; this amount shall not be subject to any adjustments under this chapter.

3. Sugar exported to the members of the Caribbean Community which do not produce sugar (namely, Antigua, Dominica, Grenada, Montserrat, St. Lucia and St. Vincent) by Barbados, Belize, Jamaica, Guyana, St. Kitts-Nevis-Anguilla and Trinidad and Tobago shall not be charged against their quotas in effect or export entitlements in the relevant quota year, provided that the total amount of sugar traded within the Community does not exceed 20,000 tonnes within any one quota year. The exporting Members concerned undertake to inform the Council before the beginning of each quota year of the amount of sugar they intend to export to the other members of the Caribbean Community.

Article 37

Provisions relating to land-locked developing exporting Members

1. The fact that one of the land-locked developing exporting Members has not used all of its quota in effect or export entitlement, as appropriate, in one or more quota years shall not be a ground for considering that it has not fulfilled its obligations under this Agreement, thereby incurring the cancellation of its entitlement in the renegotiation provided for in article 34, paragraph 2.

2. In view of the fact that sugar exports of land-locked developing countries are hampered and burdened by the additional cost of transport to seaports, the Council shall consider, in consultation with UNCTAD, in what manner land-locked developing exporting Members might best benefit from the special fund for the land-locked developing countries established by General Assembly resolution 3504 (XXX) of 15 December 1975, up to the maximum such Members are entitled to export.

Article 38

Net exports by developing importing Members

A developing importing Member may, after due notification to the Council before the beginning of a quota year, export sugar in quantities exceeding its imports, provided that, by the end of that quota year, its net exports do not exceed 10,000 tonnes. Such entitlement shall not be considered as a basic export tonnage and shall not be subject to any adjustments under this chapter. The Members concerned shall, however, comply with such conditions as may be prescribed by the Council in respect of exports by exporting Members.

Article 39

Hardship reserve

1. The Council shall establish a Special Hardship Reserve Committee (hereinafter referred to in this article as the Special Committee), under the chairmanship of the Executive Director, to examine such applications as may be made by developing exporting Members which are experiencing hardship as a result of special difficulties and which are in temporary need of additional export entitlements in excess of their respective quotas in effect or export entitlements under other provisions of this Agreement. The Special Committee may make allocations to assist such developing exporting Members up to a total of 200,000 tonnes in the first quota year of this Agreement and up to a total of 300,000 tonnes in each of the subsequent quota years.

2. The Special Committee shall be composed of not more than six Members. In selecting the members of the Committee, the Council shall ensure that they do not represent any interests likely to be affected by a decision on allocations under paragraph 1 of this article.

3. In making allocations under this article, the Special Committee shall generally take into account the prevailing market situation and shall seek to avoid weakening further a weak market situation, but it may make allocations irrespective of the market situation. The Special Committee's decision shall be given effect to by the Council unless amended by special vote.

4. Allocations under this article shall be made only to developing Members with basic export tonnages or export entitlements under other provisions of this Agreement of 300,000 tonnes or less.

5. Of the total allocations which may be made in accordance with this article, priority shall be given to small developing Members whose export earnings are heavily dependent upon the export of sugar. Equally, special consideration shall be given to the claims of those Members whose economies are becoming increasingly dependent upon sugar.

6. The balance of the allocations which may be made under this article may be allocated in accordance with the principles and procedures set out in paragraphs 1 and 2 of this article to any developing exporting Member which provides evidence of hardship to the Special Committee. Intended expansion of the productive capacity of an industry shall not in itself provide justification for an allocation under this paragraph.

7. An allocation under this article shall not be considered as constituting an increase in the basic export tonnage of the Member concerned. It shall form part of the quota in effect of that Member, and that quota in effect shall not be subject to any reductions under article 44, paragraph 3, in that quota year.

Article 40

Establishment and allocation of the global quota

1. Prior to 20 November in each quota year, the Council shall adopt an estimate of net import requirements of the free market for the forthcoming quota year. In so doing, the Council shall take into account all relevant factors affecting the demand for and supply of sugar, which shall include, inter alia, the trends in consumption, prospective stock variations and current and anticipated price trends.

2. The Council shall then establish a global quota which shall be the estimate arrived at pursuant to paragraph 1 of this article, less the sum of:

(a) the expected volume of exports to the free market from Members listed in annex II;

(b) the expected volume of any other exports to the free market permissible under this Agreement other than quotas in effect; and

(c) expected exports to the free market by non-Members.

In so doing the Council shall not be bound by the constraints of article 41.

3. If, by 25 November of the quota year, the Council has not reached agreement on a global quota for the forthcoming quota year, the Executive Director shall submit a proposal to the Council. The Council shall proceed to a decision on the proposal by special vote. If the Council fails to agree by 1 December of the quota year, the global quota for the forthcoming quota year shall be established at the level of the global quota in effect on that date.

4. The Executive Director shall distribute the global quota, whenever it is established or subsequently adjusted, to individual exporting Members listed in annex I pro rata to their basic export tonnages, subject to the adjustments required or permissible under other provisions of this Agreement.

5. Except as provided in article 43, any deductions from the individual quota in effect of a Member provided for in other provisions of this Agreement shall be redistributed pro rata to the basic export tonnages of other exporting Members listed in annex I which are in a position to accept increases in their quotas in effect.

Article 41

Minimum export entitlements

1. The export quota of any Member listed in annex I shall not be initially established under article 40, nor subsequently reduced under article 44, below 85 per cent of the basic export tonnage of that Member, except as provided for in paragraphs 2, 4 and 7 of this article, and provided that no quota reduction under this article or under article 44 shall result in a quota in effect lower than 70,000 tonnes.

2. If the prevailing price remains below 11 cents per pound for 75 consecutive market days in the first two quota years of this Agreement, quotas in effect shall be reduced by a further 2.5 per cent of the total basic export tonnages of the Members concerned, unless the Council decides otherwise, and subject to paragraphs 3 and 4 of this article and to article 42, paragraph 1.

3. Notwithstanding the provisions of paragraph 2 of this article, the quotas in effect of exporting Members listed in annex I whose average net exports to the free market over the period 1974-1976 amounted to at least 60 per cent of their average production in those years shall not be reduced under articles 40 and 44 below 85 per cent of their basic export tonnages, unless those Members accept the further reduction in paragraph 2 of this article.

4. The quota reduction in paragraph 2 of this article which is not accepted by the Members referred to in paragraph 3 of this article shall be redistributed among the other Members listed in annex I, subject to article 42, paragraph 1, up to a total additional reduction in the quota in effect of each such other Member not exceeding 1 per cent of its individual basic export tonnage.

5. If paragraphs 2 and 4 of this article are applied in any of the first two quota years, the Members referred to in paragraph 3 of this article which do not accept the additional reduction shall not participate in any subsequent quota increases, whether under article 43 or article 44 and whether in the same quota year or thereafter, up to the quantity of the additional reduction which they have not accepted. In those quota increases the quantity involved shall be first distributed among the Members affected by paragraph 4 of this article; thereafter all such increases in quotas in effect shall be allocated in accordance with the provisions of article 40, paragraph 4.

6. When calculating export performance for the purposes of article 34, paragraph 2, total net exports of each Member referred to in paragraph 3 of this article which did not accept the additional reduction under paragraph 2 of this article shall be reduced by the amount it did not accept, and the export performance of each other Member listed in annex I which was affected by paragraph 4 of this article shall be increased by the amount of the additional reduction it consequently incurred.

7. The limitations in paragraphs 1, 2 and 3 of this article shall not apply where deductions from quotas in effect for a quota year are to be made in accordance with article 45, paragraph 5, or article 46, paragraph 8.

Article 42

Notice of, and action on, unused quotas

1. Each exporting Member listed in annex I shall keep the Council informed as to whether or not it expects that it will use all of its quota in effect and, if not, of what part of that quota it expects will be used. For this purpose, each such exporting Member shall make at least two notifications to the Council in each quota year, as follows: one, as soon as possible after the establishment and allocation of the global quota under article 40, but not later than 15 May, and another, as soon as possible after 15 May but not later than 30 September. Any difference between the quantity notified under this paragraph and the quota in effect prior to the notification shall be considered as a shortfall and the quota in effect of the Member concerned shall be reduced by that amount. The quota in effect of a Member whose quota in effect has been reduced under this paragraph shall not be further reduced as a result of the operation of articles 40, 41 or 44, until the quota in effect of other Members has been reduced to the same percentage level of their basic export tonnages.

2. If an exporting Member fails to submit to the Council by 15 May a notification in accordance with paragraph 1 of this article, it shall have its voting rights suspended for the remainder of that quota year.

3. If an exporting Member fails to submit to the Council between 15 May and 30 September a notification in accordance with paragraph 1 of this article, it shall not be eligible to share in any subsequent quota increases in that quota year.

4. If by 30 September an exporting Member notifies the Council under paragraph 1 of this article that it expects to use more than the quantity which it had notified to the Council by 15 May, it shall be entitled to export the difference between the amounts involved in the two notifications, subject to the following provisions:

(a) if such difference does not exceed 10,000 tonnes, no further action shall be taken by the Council;

(b) if such difference exceeds 10,000 tonnes, the exporting Member concerned shall receive priority in the re-allocations of any shortfalls that may be made subsequently in that quota year to the extent of the amount of such excess;

(c) the quota in effect of the Member concerned for the relevant quota year shall be increased to include the amounts in subparagraphs (a) and (b) above;

(d) if no re-allocations of shortfalls are made, the difference between the total excess and 10,000 tonnes shall be charged against the quota in effect of the Member concerned in the following quota year;

(e) any excess under the provisions of this paragraph shall not be considered as an excess within the meaning of article 45.

5. If the net exports of an exporting Member to the free market during a quota year fall short of its quota in effect on 1 October of that quota year, less any subsequent net reduction as a result of the operation of article 44, the difference shall, subject to paragraphs 6 and 7 of this article, be deducted from the total amount of sugar which would otherwise have been allocated to that Member in the subsequent quota year as a result of quota increases under the relevant provisions of this Agreement.

6. Deductions under paragraph 5 of this article shall be made only to the extent that the difference as established under that paragraph exceeds 10,000 tonnes, or 5 per cent of the quota in effect on 1 October of the Member concerned up to a maximum of 30,000 tonnes, whichever is larger.

7. The Council may decide not to apply the provisions of paragraphs 2, 3 and 5 of this article, if it is satisfied by an explanation from the Member concerned that it did not fulfil its obligations by reasons of force majeure or other special circumstances.

8. The Council may, after consultation with an exporting Member, determine that such Member will be unable to use all or part of its quota in effect. Such determination by the Council shall not have the effect of reducing the quota in effect of the Member concerned nor of depriving that Member of its right to fill that quota later in the quota year. A determination by the Council under this paragraph shall not relieve the Member concerned of its obligations under paragraph 1 of this article nor exempt it from the measures referred to in paragraphs 2, 3 and 5 of this article.

Article 43

Redistribution of shortfalls

1. The Council shall decide whether shortfalls declared under article 42 should, or should not, be redistributed in whole or in part. In so doing, the Council shall have regard to the trend of the price and its likely movements. However, unless the Council decides otherwise,

(a) there shall be no redistribution of shortfalls if, and as long as, the prevailing price is below 12 cents per pound;

(b) all shortfalls shall be redistributed if, and as long as, the prevailing price is above 12 cents per pound.

2. Redistribution of shortfalls shall be made only among those exporting Members listed in annex I which are in a position to accept the resultant increases in their quotas in effect. Such redistributions shall, subject to article 41, paragraph 5, article 42, paragraphs 3 and 4, and paragraph 3 of this article, be made on the following basis:

(a) pro rata to the basic export tonnages of all those exporting Members until their quotas in effect reach the level of their individual basic export tonnages;

(b) thereafter, 20 per cent of any shortfall to be redistributed shall be allocated exclusively to developing exporting Members pro rata to their basic export tonnages, and the remaining 80 per cent shall be allocated to all exporting Members participating in the redistribution pro rata to their basic export tonnages;

provided that, if quotas in effect are subsequently reduced, the provisions of subparagraphs (a) and (b) of this paragraph shall apply in reverse.

3. Whenever shortfalls are redistributed, shortfalls declared by developing exporting Members with basic export tonnages not exceeding 180,000 tonnes shall be initially redistributed, pro rata to their basic export tonnages, among the other Members in that category which are in a position to accept increases in their quotas in effect. Shortfalls which are not taken up in such initial redistribution shall then be redistributed in accordance with paragraph 2 of this article.

Article 44

Price stabilization mechanism

1. The Council shall keep the market situation under review and shall act as provided for in this chapter with a view to maintaining the free market price within a range of 11 to 21 cents per pound.

A. Quota mechanism

2. The Council may review the level of the global quota at any time during each quota year and, in any event, shall do so at its first regular session in that quota year. It may adjust that level as it deems appropriate. The Council shall normally act in anticipation of the automatic actions envisaged in paragraphs 3 and 4 of this article and may, if it deems appropriate, provide for the phased implementation of the action referred to in paragraph 3. The Council shall also review and, if it so decides, adjust the level of the global quota at each change of the exporters' membership of the Organization.

3. Unless the Council decides otherwise, the following provisions shall apply:

(a) when the prevailing price, having been at higher levels,

(i) moves below 13 cents per pound, the global quota shall be reduced by 5 per cent;

(ii) moves below 12 cents per pound, the global quota shall be reduced by 5 per cent;

(iii) moves below 11.50 cents per pound, the global quota shall be reduced by 5 per cent;

(b) when the prevailing price, having been at lower levels,

(i) moves above 13 cents per pound, the global quota shall be increased by 5 per cent;

(ii) moves above 14 cents per pound, the global quota shall be increased by 5 per cent;

(iii) moves above 14.50 cents per pound, the global quota shall be increased by 5 per cent;

(c) notwithstanding the provisions of subparagraph (a) of this paragraph, when the prevailing price is below 11 cents per pound, quotas in effect of individual exporting Members listed in annex I shall be limited to their minimum export entitlements as provided in article 41.

4. The Council shall have discretion to suspend quotas and other limitations on exports under any of the provisions of this Agreement whenever the prevailing price is between 14 and 15 cents per pound, but all such restrictions shall be suspended immediately the prevailing price rises above 15 cents per pound. Conversely, whenever the prevailing price is below 15 cents per pound the Council shall have discretion regarding the price level at which quotas and other limitations on exports shall be established or re-established, provided that all such restrictions shall be introduced if the prevailing price falls below 14 cents per pound.

5. Notwithstanding the provisions of paragraphs 2 and 3 of this article, no adjustment in the level of the global quota for a given quota year shall be made within the last 45 days of that quota year.

6. The Executive Director shall notify all exporting Members listed in annex I of their quotas in effect and of any changes thereto under this chapter.

B. Release of special stocks

7. Unless the Council decides otherwise, the following provisions shall apply:

(a) if, after having been below that level, the prevailing price rises above 19 cents per pound, exporting Members holding stocks under article 46 shall make available for prompt sale and prompt dispatch to the free market such stocks as they hold under that article up to a level of one third of their total obligation as specified in paragraph 3 of that article;

(b) if the prevailing price rises above 20 cents per pound, these exporting Members shall make available for prompt sale and prompt dispatch to the free market such remaining stocks as they hold under article 46 up to a quantity which, together with such stocks as they have previously released under subparagraph (a) of this paragraph, would amount to two thirds of their total obligation as specified in article 46, paragraph 3;

(c) if the prevailing price rises above 21 cents per pound, these exporting Members shall make available for prompt sale and prompt dispatch to the free market the balance of the stocks which they hold at that time under article 46.

8. The priority referred to in article 60, paragraph 2, shall apply when stocks are released in accordance with paragraph 7 of this article.

9. Whenever an exporting Member holding stocks under article 46 releases such stocks pursuant to paragraph 7 of this article, it shall so notify the Council and provide copies of shipping documents indicating the amount released.

Article 45

Undertakings on quotas and export entitlements and excesses in net exports

1. Each exporting Member listed in annex I and each Member with an export entitlement to the free market under any of the relevant provisions of chapter IX or chapter X shall ensure that its quota in effect or export entitlement, as appropriate, at the end of the relevant quota year is not exceeded. To this end, no such exporting Member shall, prior to the establishment and allocation of the global quota under article 40 for a given quota year, commit for export to the free market in that quota year more than its minimum export entitlement as provided for in article 41. Furthermore, each such exporting Member shall adopt such additional measures as the Council, by special vote, may establish to ensure effective compliance with the quota system.

2. Excesses in net exports to the free market over the quota in effect or export entitlement by the end of the quota year of not more than 10,000 tonnes or 5 per cent of the basic export tonnage or export entitlement of the Member concerned, whichever is less, shall not be considered as being in breach of paragraph 1 of this article. Similarly, if an exporting Member listed in annex I cannot fully implement a quota reduction arising from the operation of articles 40, 41 and 44 because at the time of the reduction that Member has already, within its previously applicable quota in effect, exported or sold sugar to the free market in excess of its quota in effect applying after the quota reduction, and if the quota in effect of that Member at the end of the relevant quota year is also below the amount of such prior commitments, then the latter difference shall not be considered as being in breach of paragraph 1 of this article.

3. Any excess in net exports within the relevant quantity defined in paragraph 2 of this article shall be charged against the quota in effect or export entitlement, of the Member concerned in the following quota year.

4. Any first excess in net exports beyond the relevant quantity in paragraph 2 of this article shall be similarly charged against the quota in effect of the Member concerned in the following quota year, such charge being without prejudice to the provisions of article 71.

5. If an exporting Member listed in annex I exceeds its quota in effect at the end of a quota year for a second or subsequent time, an amount equal to the excess beyond the relevant quantity defined in paragraph 2 of this article shall be charged against that Member's quota in effect in the following quota year. In addition, unless the Council, by special vote, decides on a lesser deduction, an amount equal to that excess shall be deducted from that Member's quota in effect in that following quota year. Any charge or deduction under this paragraph shall be without prejudice to the provisions of article 71.

6. If, during a quota year in which quotas were inoperative for part of the year but were re-established, or established, before the end of that year, total exports by an exporting Member listed in annex I exceed its quota in effect at the end of that year, the quantity to be charged against its quota in effect for the following quota year shall be the amount of the calculated excess, less:

(a) any quantity exported during the period when quotas were inoperative; and

(b) any quantity exported during the period when quotas were operative on the basis of sales made during the inoperative period, provided that those exports take place within 90 days of the date of sale.

7. Each exporting Member listed in annex I and each Member with an export entitlement to the free market under any of the relevant provisions of chapter IX or chapter X shall notify the Council before 1 April in any quota year of its net exports, or its exports, as appropriate, in the previous quota year, so as to enable the Council to determine whether the provisions of paragraph 1 of this article have been complied with.

CHAPTER XI - STOCKS

Article 46

Special stocks

1. Exporting countries listed in annex I shall, upon becoming Members, maintain special stocks in accordance with this article for the purposes of article 44. Any Member listed in annex II may, if it so notifies the Council, hold up to 10,000 tonnes as special stocks, in which case all rights and obligations relating to special stocks under this Agreement shall apply to that Member.

2. Special stocks shall consist of uncommitted sugar and shall be additional to any sugar held by the exporting Members concerned for domestic needs or for the purposes of special arrangements referred to in chapter IX. Each such exporting Member may hold special stocks either within its own territory or in the territory of any other country, provided that in each instance the quantity held is subject to verification in accordance with article 47.

3. (a) The aggregate level of special stocks to be held by exporting countries listed in annex I shall be 2.5 million tonnes and, subject to subparagraph (b) of this paragraph, shall be apportioned among those countries pro rata to their individual basic export tonnages.

(b) For the purposes of the apportionment and adjustment referred to in subparagraphs (a) and (c) of this paragraph, respectively, the first 70,000 tonnes of the basic export tonnage of a developing exporting Member with a basic export tonnage not exceeding 180,000 tonnes shall not be taken into account, provided, however, that any such Member may have its special stock quantity determined pro rata to its full basic export tonnage if it so notifies the Council within six months of becoming a Member. Any Member which, having been listed in annex II, has been allocated, under article 35, paragraph 4, a basic export tonnage not exceeding 180,000 tonnes, may also have its special stock quantity determined pro rata to its full basic export tonnage if it so notifies the Council within six months of being allocated such a basic export tonnage. Such notifications shall be irrevocable for the duration of this Agreement.

(c) If one or more exporting countries listed in annex I does not become a Member within six months of the entry into force of this Agreement, or wherever there is a change in the exporters' membership, the special stock obligations of the exporting Members listed in annex I shall be adjusted pro rata to their respective basic export tonnages by the amount necessary to ensure that the aggregate level of special stocks held by exporting Members listed in annex I is maintained at 2.5 million tonnes, provided that no Member shall be obliged to increase the level of its special stocks by more than 7 per cent of the level it would otherwise hold if all the exporting countries listed in annex I were Members.

4. Any exporting Member may voluntarily hold additional sugar in special stocks beyond its obligation under paragraph 3 of this article, provided that the Council, by special vote, has approved such additional stockholding. Where the Council approves such additional stockholding, all rights and obligations relating to special stocks under this Agreement shall apply to such Member in respect of such additional stockholding.

5. With a view to ensuring that special stocks are accumulated as rapidly as possible, the Council shall provide in its rules of procedure for the initial establishment, the maintenance and the replenishment, after release under article 44, paragraph 7, of special stocks and shall prescribe procedures to ensure that obligations under this article are being met, provided that no special stocks shall be accumulated whenever quotas and other limitations on exports are inoperative. Unless the Council, by special vote, decides otherwise and subject to the proviso in the first sentence of this paragraph, total special stocks shall be accumulated as follows by each Member concerned:

(a) not less than 40 per cent of its total stocking obligations in the first 12 months during which quotas are operative following the entry into force of this Agreement or the release of special stocks under article 44, paragraph 7;

(b) not less than 80 per cent of its total stocking obligations in the first 24 months during which quotas are operative following the entry into force of this Agreement or the release of special stocks under article 44, paragraph 7; and

(c) the balance of its total stocking obligations in the first 36 months during which quotas are operative following the entry into force of this Agreement, or the release of special stocks under article 44, paragraph 7.

6. If, owing to special circumstances, an exporting Member considers that it cannot accumulate during a given quota year the special stocks as provided for in paragraph 5 of this article, it shall state its case to the Council, which may, by special vote, vary for a specified period the level of special stocks to be held by the Member concerned.

7. In special circumstances, the Council may, by special vote, authorize individual exporting Members to release a portion of special stocks in situations other than those specified in article 44, paragraph 7. In such cases, the Council shall prescribe the timetable according to which such stocks shall be replenished to the required quantity.

8. Any exporting Member which fails to meet its obligations to accumulate and maintain special stocks, as verified pursuant to article 47, shall have the amount of the deficit from its obligations deducted from its current quota in effect if quotas are operative or from its quota in effect whenever quotas are next operative. If an exporting Member fails to meet its obligations for a second time or more, twice the amount of the deficit shall be deducted from its current quota in effect if quotas are operative, or from its quota in effect whenever quotas are next operative. An exporting Member failing to meet its obligations for a second time or more shall also have its voting rights suspended until such time as it has met its obligations and the Council has decided to restore that Member's voting rights.

9. If, following the release of special stocks under article 44, paragraph 7, in whole or in part, quotas and other limitations on exports again become operative, the Council may decide, by special vote, that special stocks shall be replenished in a manner different from that provided for in paragraph 5 of this article.

Article 47

Verification of stocks

1. Each exporting Member holding special stocks pursuant to article 46 shall provide to the Fund established under article 49 certificates of existence issued by the Government of the Member for the quantity of sugar held under article 46.

2. Certificates of existence provided to the Fund pursuant to paragraph 1 of this article shall be subject to verification by on-site inspection by independent inspectors commissioned by the Council and agreed to by the exporting Member concerned. The Council shall establish a schedule for such inspection, which shall provide for at least one annual inspection within 30 days before the start of the sugar harvest of each exporting Member having only one annual sugar harvest. For exporting Members with two or more harvests, such inspection shall be scheduled within 30 days before the beginning of each sugar harvest and, in the case of exporting Members having a continuous crop cycle, at least twice each quota year.

3. The Council may establish further rules for the verification of special stocks.

Article 48

Maximum stocks

1. Each exporting Member listed in annex I undertakes to adjust its production so that either:

(a) total stocks held by that Member over and above such stocks as it might hold as special stocks under article 46 shall not exceed, on a fixed date each year immediately preceding the start of the new crop, such date to be agreed with the Council, an amount equal to 20 per cent of its production in the immediately preceding calendar year or of its average production in the four preceding calendar years, whichever is larger; or

(b) the quantity of sugar held by that Member over and above stocks for domestic consumption requirements and such stocks as it might hold as special stocks under article 46 shall not exceed, on a fixed date each year immediately preceding the start of the new crop, such date to be agreed with the Council, an amount equal to 20 per cent of its total exports in the preceding calendar year or of its average total exports in the four preceding calendar years, whichever is larger.

2. Each exporting country listed in annex I shall, on becoming a Member, notify the Council which of the alternatives in paragraph 1 of this article it accepts as applicable to it.

3. On application by any such exporting Member, the Council may, if it considers such action justified by special circumstances, authorize that Member to hold quantities in excess of the amounts deriving from paragraph 1 of this article.

4. During the course of the renegotiation referred to in article 34, paragraph 2, the Council shall consider the operation of this article and shall, if necessary, revise the limitations in paragraph 1 of this article by special vote.

CHAPTER XII - STOCK FINANCING FUND

Article 49

Establishment of the Stock Financing Fund

1. There is established a Stock Financing Fund for the purpose of providing financial assistance in accordance with article 53 to exporting Members holding special stocks pursuant to article 46.

2. The Fund shall be located at the headquarters of the Organization and shall, as a subordinate body of the Organization, be covered by the Headquarters Agreement referred to in article 5, paragraph 2.

3. The Fund shall operate in accordance with this chapter and such rules of procedure, regulations and directives as the Council may, by special vote, adopt to carry out the provisions of this chapter.

4. The provisions of this chapter shall come into effect on the first day of the first month following 180 days after the entry into force of this Agreement.

5. Without prejudice to article 80 and unless the Council decides otherwise by special vote, any Member which has failed to meet its obligations under this chapter shall have its voting rights suspended until such time as it has met its obligations.

Article 50

Management of the Fund

1. The accounts of the Fund shall be maintained separately from all other accounts of the Organization.

2. The costs of administering the Fund shall be paid from the accounts of the Fund and shall be approved by the Council separately from its administrative budget referred to in article 24.

3. The provisions of article 26 shall govern the audit of the accounts of the Fund. The Council or the Executive Director may arrange for a more frequent audit of these accounts if it is deemed necessary.

4. The Council, after consulting the Executive Director, shall, by special vote, appoint the Manager of the Fund on such terms as the Council shall fix. The Manager shall be subject to the provisions of article 22, paragraphs 4 and 5. He shall, within the provisions of this chapter and in conformity with such rules of procedure, regulations and directives as may be adopted by the Council under article 49, paragraph 3, be responsible to the Executive Director for the management of the Fund.

Article 51

Contributions to the Fund

1. There shall be a contribution to the Fund in accordance with this article on free market sugar exported from, or imported into, the customs territory of Members. The rate of contribution shall be 0.28 cent per pound for raw sugar tel quel; this rate shall be adjusted for white and refined sugar by such factor or factors as shall be established in the rules of procedure. At any time after 1 January 1979, the Council may, by special vote, increase or decrease the rate of contribution, provided that the capacity of the Fund to cover the level of payments required under this chapter is maintained and provided further that, if it is increased, such rate shall not exceed 0.33 cent per pound; the Council may, by special vote, suspend the contribution if it is no longer required to meet the level of payments under this chapter.

2. Subject to paragraph 4 of this article, no Member shall permit the import of free market sugar into its customs territory, unless such import is accompanied by a certificate authorized by the Council to the effect that the appropriate contribution has been paid to the Fund.

3. Subject to paragraph 5 of this article, no exporting Member and no importing Member with an export entitlement to the free market under chapter IX shall permit the export from its customs territory of free market sugar which is not demonstrably destined for import by Members, unless such export is accompanied by a certificate authorized by the Council to the effect that the appropriate contribution has been paid to the Fund.

4. Imports for internal consumption by importing Members in the category of the least developed countries, as defined by the United Nations, shall not be subject to the payment of a contribution, provided that these Members apply the certification procedure in paragraph 2 of this article in such a manner as shall be prescribed in the rules of procedure.

5. The Council shall provide in its rules of procedure for the issuance of standard certificates of contribution, and for the collection of the appropriate contribution, through authorized agents. Such rules shall also ensure that the contribution is not paid twice in respect of any quantity of sugar. These rules shall take into account commercial practices of the sugar trade and shall be designed to avoid encumbering the movement of sugar while ensuring the integrity of the contribution system. They shall also contain provisions covering the export, or import, of free market sugar through transit countries, whether or not refined therein.

6. Contributions shall be paid in freely convertible currencies and shall be exempt from foreign-exchange restrictions.

Article 52

Additional resources of the Fund

1. The Council may accept unconditional voluntary contributions to the Fund from any source.

2. For the purpose of providing the Fund with bridging finance to cover short-term discrepancies between receipts and payments, the Council may, by special vote, decide to borrow from private sources, governments, or international financial institutions, provided that no Member shall be liable for such obligations of the Organization.

3. The Council may, by special vote, decide to take appropriate steps to protect and if possible increase the resources of the Fund which are temporarily surplus to those needed for the purposes of this chapter, provided that all reasonable steps shall be taken to avoid the risk of loss of resources and to ensure that there will be adequate liquidity for the purposes of this chapter.

Article 53

Lending by the Fund

1. Subject to the provisions of this chapter, the Fund shall lend, free of interest, to each exporting Member holding special stocks pursuant to the requirements of article 46 an amount equal to 1.50 cents per pound per year on stocks so held in conformity with their minimum obligations under paragraph 5 of that article. If the Fund has adequate financial reserves, the Council may also, by special vote, authorize the Fund to make loans in respect of special stocks held by Members in excess of their minimum obligations under article 46, paragraph 5, first within their total obligations under paragraph 3 of that article and secondly under paragraph 4 of that article. Where stocks are held for a period of less than one year, the amount lent shall be in proportion to the period within the year during which stocks are held. Loans from the Fund shall be made on a quarterly basis, beginning with the first quarter after the coming into effect of this chapter, and, if the financial reserves of the Fund so allow, shall apply retroactively in respect of such special stocks as may have been constituted under article 46 prior to the provisions of this chapter coming into effect. These loans shall be used by the exporting Members concerned for the exclusive purpose of helping to defray the costs of holding stocks under article 46. The Council may, by special vote, adjust the rate of lending, having regard to the limitations imposed under article 51, paragraph 1.

2. No loans from the Fund shall be made to any exporting Member unless such Member provides to the Fund a certificate of existence, issued by the Government of such Member, for the sugar accumulated in accordance with article 46, paragraph 5, and has agreed to verification of those stocks pursuant to article 47.

3. Exporting Members shall repay to the Fund the amount of any loans attributable to sugar required to be made available for purchase from stocks pursuant to article 44, paragraph 7, within 90 days of the date such sugar is so required to be made available. Exporting Members which fail to make such repayments shall be subject to the same provisions as those Members which fail to pay their contributions to the administrative budget of the Organization under article 25, paragraphs 2 and 3.

4. No exporting Member shall be eligible for loans from the Fund during any period in which it is not in compliance with its obligations under article 46, article 51, and paragraph 3 of this article.

5. All loans and repayments shall be made in freely convertible currencies and shall be exempt from foreign-exchange restrictions.

Article 54

Procedures on termination of this Agreement

1. On termination of this Agreement, the contributions referred to in article 51 shall cease to be due and the Fund shall cease to make any further loans. Contributions paid prior to the termination of this Agreement and received thereafter shall be added to the assets of the Fund.

2. All loans outstanding from the Fund which were not due pursuant to article 53 prior to termination of this Agreement shall not be subject to repayment.

3. Any liabilities of the Fund shall be met from the remaining assets of the Fund. If these assets are insufficient to meet outstanding liabilities, Members shall be assessed the additional amounts necessary to meet these liabilities of the Fund, except for those excluded under the provisions of article 52, paragraph 2, in proportion to their shares of the aggregate of total free market net imports and net exports by Members while this chapter was in effect, unless the Council decides otherwise by special vote. Any such assessments shall be added to the contributions of the Members concerned to the administrative budget of the Organization referred to in article 24.

4. Subject to the provisions of paragraph 5 of this article, the Council shall, by special vote, decide upon the disposition of any assets of the Fund remaining after payment of all liabilities. Such disposition may include the transfer of such remaining assets, in whole or in part, to a comparable fund under a successor international sugar agreement.

5. In the event of a transfer of assets as referred to in paragraph 4 of this article, any Member shall be entitled to receive that share of the assets of the Fund remaining after payment of all liabilities which corresponds to its share of the aggregate of total free market net imports and net exports by Members during the period when this chapter was in effect, less any amount due from that Member under article 53 prior to the termination of this Agreement; any Member desiring to avail itself of this provision shall so inform the Council within three months of the decision of the Council under paragraph 4 of this article. Similarly, any Member which does not become a Party to the successor agreement referred to in that paragraph within six months of the entry into force of that agreement shall be entitled to its share of any assets of the Fund which may have been transferred to the comparable fund referred to in paragraph 4 of this article.

Article 55

Relationship with a Common Fund

At such time as a Common Fund is established within the framework of the UNCTAD Integrated Programme for Commodities, the Council may consider and make appropriate recommendations regarding measures through which the Organization may take full advantage of any financial arrangements available under such a Common Fund.

CHAPTER XIII - ADDITIONAL OBLIGATIONS AND UNDERTAKINGS OF MEMBERS

Article 56

Undertakings by Members and exports by importing Members

1. Members undertake to adopt such measures as are necessary to enable them to fulfil their obligations under this Agreement and fully to co-operate with one another in securing the attainment of the objectives of this Agreement.

2. Importing Members undertake to ensure that, except as provided for in article 38, and in respect of sugar en admission temporaire, their total exports of sugar shall not exceed their total imports of sugar in the same quota year.

Article 57

Imports from non-Members

1. Each Member, for each quota year, except as otherwise provided in paragraphs 2 and 3 of this article, shall limit its maximum imports of sugar from non-Member countries as a group to the following percentages of the average annual quantity which it imported from such countries as a group over the four-year period 1973-1976, disregarding the year of lowest imports from such countries as a group:

(a) 75 per cent, if, and as long as, the prevailing price is above 11 cents per pound, subject to subparagraph 3(a) of this article;

(b) 55 per cent, if, and as long as, the prevailing price is below 11 cents per pound.

2. The limitations in paragraph 1 of this article shall not apply to imports from a country or territory which was a Party to the International Sugar Agreement, 1968, but which cannot become a Party to this Agreement in accordance with articles 72, 73, 74 or 76. However, each member shall limit its imports from such non-Members in each quota year to an amount equal to its average annual imports from those non-Members in 1966-1968, 1971-1973 or 1974-1976, whichever period for the Member concerned results in the highest quantity. If the Council determines that any non-Member covered by this paragraph is conducting its sugar trade in a manner which interferes with the objectives of this Agreement, it may, by special vote, require the Members concerned to apply to their annual imports from such non-Member the percentage limitation in subparagraph 1(a) of this article.

3. The limitations in paragraphs 1 and 2 of this article shall not apply:

(a) whenever the prevailing price is above 21 cents per pound; the limitations in subparagraph 1(a) and paragraph 2 of this article shall be reinstated when the prevailing price falls below 19 cents per pound, unless the Council decides otherwise;

(b) to the importation of quantities previously purchased in excess of the relevant limitations in paragraphs 1 or 2 of this article, provided that such quantities are for shipment not more than 90 days after the relevant limitations were re-established, and provided further that these quantities are notified to the Executive Director in accordance with paragraph 4 of this article.

4. Purchases from non-Members which were arranged during the period when the limitations in paragraphs 1 and 2 of this article were not applicable for shipment after the date when such limitations were re-established shall be notified by the Member concerned to the Executive Director in accordance with such rules of procedure as may be established by the Council.

5. Any Member which considers that in a particular quota year it cannot fully carry out its obligations under this article or that these obligations damage, or threaten to damage, its re-export trade in sugar or export trade in sugar-containing products may be relieved of its obligations under paragraph 1 of this article if, and to the extent that, the Council so decides by special vote. The Council shall, in accordance with the provisions of article 69, define in its rules of procedure the circumstances in which and the conditions under which Members may be relieved of their obligations under paragraph 1 of this article, having regard in particular to exceptional and urgent cases arising in the course of customary trade.

6. The obligations established in the preceding paragraphs of this article shall not derogate from any conflicting bilateral or multilateral obligations which Members have entered into with non-Member countries prior to the entry into force of this Agreement, provided that any Member which has such conflicting obligations shall carry them out in such a way as to minimize any conflict with the obligations established in the preceding paragraphs. Such Member shall take steps as soon as possible to bring its obligations into harmony with the provisions of this article and shall inform the Council of the details of the conflicting obligations as well as of the steps taken to minimize or eliminate the conflict.

7. The Council shall provide in its rules of procedure for the notification by Members of their imports from non-Members and for the presentation by the Executive Director of periodic reports and of a comprehensive report after the completion of each quota year, showing, inter alia, for the period covered in each report:

(a) the quantities of sugar exported by individual non-Members to all destinations; and

(b) the quantities imported by individual Members from non-Members.

8. (a) Any import by a Member under this article in excess of the quantities which it is permitted to import thereunder shall be deducted from the quantity which such Member would otherwise be permitted to import under this article in the immediately following quota year, unless the Council decides otherwise.

(b) Where deductions under the provisions of subparagraph (a) of this paragraph are to be made, but cannot be fully applied because the quantity to be deducted exceeds the annual entitlement of the Member concerned, the Council shall have recourse to article 71.

9. Any Member which considers that serious prejudice to its interests under this Agreement is caused or threatened by subsidized exports from a non-Member may refer the matter to the Council, which shall examine it in the light of all relevant circumstances and may make recommendations designed to limit the effects of that subsidization on that Member.

10. The limitations in paragraph 1 of this article shall not apply to quantities of refined sugar imported from a non-Member which itself imports at least an equivalent quantity of free market raw sugar from Members. The Council shall establish specific rules for the conditions under which this paragraph shall apply.

Article 58

Access to markets

Every developed importing Member undertakes to ensure access to its market for imports of sugar from exporting Members and shall adopt such measures compatible with its domestic legislation as it deems appropriate to its own circumstances to ensure such access to its market.

Article 59

Importers' co-operation in defence of the price

Should the Council deem it desirable, it shall make recommendations to Members which import sugar regarding ways and means of assisting Members which export sugar in their endeavour to ensure that sales take place at prices consistent with the appropriate provisions of this Agreement.

Article 60

Assurances in respect of supplies

1. Members which export sugar undertake that they will offer to Members which import sugar, in a manner consistent with their traditional trading patterns and, if they are exporting Members, within such limits as may be imposed by their quotas in effect or export entitlements, when these are operative, supplies of sugar sufficient to enable Members which import sugar to meet their import requirements from the free market.

2. Members which export sugar shall at all times give priority on commercially equal terms to Members which import sugar, as against non-Members, in all offers of sale to the free market.

3. No Member which exports sugar shall sell sugar on the free market to non-Members on terms commercially more favourable than those which it would be prepared to offer at the same time to Members which import sugar from the free market, taking into account normal trade practices and traditional trade arrangements.

4. Nothing in this article shall prevent any Member which exports sugar from giving more favourable commercial terms to developing importing Members.

CHAPTER XIV - PRICES

Article 61

Daily and prevailing prices

1. For the purposes of this Agreement, the daily price of sugar shall be:

(a) the average of the spot price under the New York Coffee and Sugar Exchange Sugar Contract No. 11 and the London Sugar Market daily price for Contract No. 2, after conversion of the latter to United States cents per pound free on board and stowed Caribbean port, on the basis of the appropriate current market rate of exchange in London as shall be specified in the rules of procedure, which shall also specify such other relevant factors as should be taken into account when calculating the price; or

(b) the lower of the two prices referred to in subparagraph (a) of this paragraph plus five points, if the difference between the two prices is more than ten points.

2. (a) For the purposes of this Agreement, the prevailing price on any market day shall be deemed to be above (or below) a specific level if it is, and remains, above (or below) the specified level for five consecutive market days.

(b) The prevailing price shall be deemed to remain above (or below) the stated figure until the conditions in subparagraph (a) of this paragraph are met for it to be below (or above) that stated figure.

(c) When the conditions in subparagraph (a) of this paragraph are met for a provision of this Agreement to become applicable, that provision shall become operative as follows:

(i) if the provision allows for a discretion of the Council to decide on a course of action different from that prescribed in the provision - on the third market day following that on which those conditions are met;

(ii) in all other cases - on the market day following that on which those conditions are met.

3. In the event of either of the prices referred to in subparagraph 1 (a) of this article not being available or not representing the price at which sugar is being sold basis 96 degrees polarization on the free market, the Council shall, by special vote, decide to use such other criteria as it deems fit. Such criteria shall be based on spot quotations on recognized sugar exchanges, taking into consideration the respective volume of trade and adequacy of reflection of world prices by such exchanges.

Article 62

Adjustment of prices

1. At its second regular session each quota year the Council shall review the prices referred to in this Agreement.

2. In conducting this review the Council shall take into consideration all factors which might affect the achievement of the objectives of this Agreement, including, inter alia, the effect of inflation or deflation; variations in exchange rates; the trend in the prices, consumption, production, trade and stocks of sugar and alternative sweeteners; and the influence on sugar prices of changes in the world economic situation or monetary system. Relevant data necessary for conducting this review shall be provided in accordance with paragraph 4 of this article.

3. In the light of this review, the Council may, by special vote, make such adjustments in the prices applicable to the next quota year as it deems necessary to maintain the objectives of this Agreement, provided that the difference between the minimum and maximum prices shall remain 10 cents per pound.

4. A Price Review Committee, comprising four exporting and four importing Members under the chairmanship of the Executive Director, shall be established by the Council. The terms of reference of the Committee shall be as follows:

(a) to collect and assess data on:

(i) prices, consumption, production, trade and stocks of sugar and alternative sweeteners;

(ii) the influence on sugar prices of changes in the world economic situation or monetary system, including the effect of world inflation or deflation and variations in exchange rates;

(iii) any other factors which might affect the achievement of the objectives of this Agreement;

(b) to submit its findings to the Council in advance of its second regular session each quota year.

5. In exceptional circumstances resulting from upheavals in the international economic or monetary situation, or whenever a major change in the value of the United States dollar occurs, the Price Review Committee shall meet to consider the situation. In the light of its examination, the Committee may, if it deems appropriate, request the convening of a special session of the Council to consider what action, if any, should be taken, including any necessary adjustment in the prices. Any decision by the Council to adjust prices under this paragraph shall be taken by special vote and shall take effect forthwith.

6. The provisions of article 82 shall not be applicable to the adjustment of prices under this article.

CHAPTER XV - MEASURES LINKED WITH PRODUCTION AND CONSUMPTION

Article 63

Labour standards

Members shall ensure that fair labour standards are maintained in their respective sugar industries and, as far as possible, shall endeavour to improve the standard of living of agricultural and industrial workers in the various branches of sugar production, and of growers of sugar cane and sugar beet.

Article 64

Support measures

1. Members recognize that subsidies on the production or marketing of sugar which operate directly or indirectly to increase exports of sugar or to reduce imports of sugar may endanger the fulfilment of the objectives of this Agreement.

2. If any Member grants or maintains any such subsidy, including any form of income or price support, it shall, during each quota year, notify the Council in writing of the extent and nature of the subsidization and of the circumstances making the subsidization necessary. The notification referred to in this paragraph shall be given at the request of the Council, which request shall be made at least once each quota year in such form and at such time as may be provided in the rules of procedure of the Council.

3. In any case in which a Member considers that serious prejudice to its interests under this Agreement is caused or threatened by such subsidization, the Member granting the subsidy shall, upon request, discuss with the other Member or Members concerned, or with the Council, the possibility of limiting the subsidization. In any case in which the matter is brought before the Council, the Council may examine the case with the Members concerned and make such recommendations as it deems appropriate, bearing in mind the particular circumstances of the Member granting the subsidies.

Article 65

Measures to encourage consumption

1. Each Member shall take such action as it deems appropriate to encourage the consumption of sugar and to remove any obstacles which restrict the growth of sugar consumption, having regard to the effects on sugar consumption of customs duties, internal taxes and fiscal charges and quantitative or other controls, and to all other important factors relevant to an assessment of the situation.

2. Each Member shall periodically inform the Council of the measures it has adopted under paragraph 1 of this article and of their effects.

3. The Council shall establish a Sugar Consumption Committee composed of both exporting and importing Members.

4. The Committee shall study, inter alia, the following:

(a) the effects on sugar consumption of the use of any form of substitutes for sugar, including both natural and artificial sweeteners;

(b) the relative tax treatment of sugar and other sweeteners or raw materials for the production of the latter;

(c) the effects on the consumption of sugar in different countries of (i) taxation and restrictive measures, (ii) economic conditions and, in particular, balance-of-payments difficulties, and (iii) climatic and other conditions;

(d) means of promoting consumption, particularly in countries where per capita consumption is low;

(e) ways and means of co-operating with agencies concerned with the expansion of consumption of sugar and related foodstuffs;

(f) research into new uses of sugar, its by-products and the plants from which it is derived;

and shall submit its reports to the Council.

CHAPTER XVI - INFORMATION, STUDIES AND ANNUAL REVIEW

Article 66

Information and studies

1. The Organization shall act as a centre for the collection and publication of:

(a) statistical information on world production, prices, exports and imports, consumption and stocks of sugar; and

(b) in so far as is considered appropriate, technical information on the cultivation and processing of sugar beet or sugar cane and on the utilization of sugar.

2. Members undertake to make available and to supply within the time which may be prescribed in the rules of procedure all such statistics and information as may be identified in those rules as necessary to enable the Organization to discharge its functions under this Agreement. Should this become necessary, the Organization shall use such relevant information as may be available to it from other sources.

3. The information to be supplied by Members under paragraph 2 of this article shall, if the Council so requires, include regular statistical reports on sugar production, consumption, stocks, prices and taxes. Members shall furnish the information requested in as detailed a manner as is practicable. No information shall be published by the Organization which might serve to identify the operations of persons or companies producing, processing or marketing sugar.

4. If a Member fails to supply, or finds difficulty in supplying, within a reasonable time, statistical and other information required for the proper functioning of the Organization, the Council may require the Member concerned to explain the reasons therefor. If it is found that technical assistance is needed in the matter, the Council may take any necessary measures.

5. The Organization shall at appropriate times, but not less than twice a year, publish estimates of production and consumption of sugar for the current quota year.

6. The Organization may, to the extent it considers necessary, promote or conduct studies of the economics of sugar production and distribution, including trends and projections, the impact of governmental measures in exporting and importing countries on the production and consumption of sugar, the opportunities for expansion of sugar consumption for traditional and possible new uses, and the effects of the operation of this Agreement on exporters and importers of sugar, including their terms of trade. In the promotion of such studies and research, the Organization may co-operate with international organizations and research institutions.

Article 67

Reporting on exports, imports and stocks

1. The Council shall, in its rules of procedure, provide for the maintenance by the Executive Director of a record of:

(a) the global quota and the quotas in effect, and any subsequent changes therein, throughout a quota year.

(b) exports by the exporting Members concerned against their quotas in effect or export entitlements, and imports by such Members;

(c) imports and exports by importing Members.

2. The rules shall also provide for the periodic reporting by Members of the information referred to in subparagraphs 1 (b) and (c) of this article, and for the publication of that information by the Organization, together with such other data as the Council may prescribe.

3. The Council may, at any time, adopt measures to ascertain the quantities of sugar exported or imported by Members and by non-Members. Such measures may include the issuance of certificates of origin and other export documents.

4. Each exporting Member holding special stocks pursuant to article 46 shall report to the Executive Director the quantities of sugar held as special stocks on 1 January, 1 April, 1 July and 1 October in each quota year not more than 30 calendar days after these dates.

Article 68

Annual review

1. The Council shall as far as possible in each quota year review the operation of this Agreement in the light of the objectives set out in article 1 and the effects of this Agreement on the market and on the economies of individual countries, and in particular of the developing countries, in the preceding quota year. The Council shall then formulate recommendations to Members regarding ways and means of improving the functioning of this Agreement.

2. The report of each annual review shall be published in such form and manner as the Council may decide.

CHAPTER XVII - RELIEF FROM OBLIGATIONS

Article 69

Relief from obligations

1. Where it is necessary on account of exceptional circumstances or emergency or force majeure not expressly provided for in this Agreement, the Council may, by special vote, relieve a Member of an obligation under this Agreement if it is satisfied by an explanation from that Member that the implementation of that obligation constitutes a serious hardship for, or imposes an inequitable burden on, such Member.

2. The Council, in granting relief to a Member under the terms of paragraph 1 of this article, shall state explicitly the terms and conditions on which, and the period for which, the Member is relieved of such obligation, and the reasons for which the relief is granted.

3. The existence in the country of a Member, in one or more years, of exportable sugar in excess of that Member's total permissible exports under chapters IX and X of this Agreement, after providing for its domestic consumption and stocks, shall not constitute the sole basis for application to the Council for a waiver of obligations. For exporting Members listed in annex I, such additional export authorizations as may be granted under this article shall form part of the quota in effect of the Member concerned but shall not be subject to any subsequent adjustments under chapter X. Additional export authorizations granted under this article shall not be taken into account when computing export performance for the purposes of article 34, subparagraph 2 (c).

CHAPTER XVIII - DISPUTES AND COMPLAINTS

Article 70

Disputes

1. Any dispute concerning the interpretation or application of this Agreement which is not settled among the Members involved shall, at the request of any Member party to the dispute, be referred to the Council for decision.

2. In any case where a dispute has been referred to the Council under paragraph 1 of this article, a majority of Members holding not less than one third of the total votes may require the Council, after discussion, to seek the opinion of an advisory panel constituted under paragraph 3 of this article on the issue in dispute before giving its decision.

3. (a) Unless the Council decides otherwise by special vote, the panel shall consist of five persons as follows:

(i) two persons, one having wide experience in matters of the kind in dispute and the other having legal standing and experience, nominated by the exporting Members;

(ii) two such persons nominated by the importing Members; and

(iii) a Chairman selected unanimously by the four persons nominated under (i) and (ii) above or, if they fail to agree, by the Chairman of the Council.

(b) Nationals of Members and of non-Members shall be eligible to serve on the advisory panel.

(c) Persons appointed to the advisory panel shall act in their personal capacities and without instructions from any Government.

(d) The expenses of the advisory panel shall be paid by the Organization.

4. The opinion of the advisory panel and the reasons therefor shall be submitted to the Council, which, after considering all the relevant information, shall decide the dispute by special vote.

Article 71

Action by the Council on complaints and on non-fulfilment of obligations by Members

1. Any complaint that a Member has failed to fulfil its obligations under this Agreement shall, at the request of the Member making the complaint, be referred to the Council, which, subject to prior consultation with the Members concerned, shall take a decision on the matter.

2. Any decision by the Council that a Member is in breach of its obligations under this Agreement shall specify the nature of the breach.

3. Whenever the Council, whether as the result of a complaint or otherwise, finds that a Member has committed a breach of this Agreement, it may, without prejudice to such other measures as are specifically provided for in other articles of this Agreement, by special vote:

(a) suspend that Member's voting rights in the Council and in the Executive Committee; and, if it deems it necessary,

(b) suspend further rights of such Member, including that of being eligible for, or of holding office in, the Council or in any of its committees until it has fulfilled its obligations; or, if such breach significantly impairs the operation of this Agreement,

(c) take action under article 80.

CHAPTER XIX - FINAL PROVISIONS

Article 72

Signature

This Agreement shall be open for signature at United Nations Headquarters from 28 October until 31 December 1977 by any Government invited to the United Nations Sugar Conference, 1977.

Article 73

Ratification, acceptance and approval

1. This Agreement shall be subject to ratification, acceptance or approval by the signatory Governments in accordance with their respective constitutional procedures.

2. Instruments of ratification, acceptance or approval shall be deposited with the Secretary-General of the United Nations not later than 31 December 1977. The Council under the International Sugar Agreement, 1973, as extended, or the Council under this Agreement may, however, grant extensions of time to signatory Governments which are unable to deposit their instruments by that date.

Article 74

Notification of provisional application

1. A signatory Government which intends to ratify, accept or approve this Agreement, or a Government for which the Council has established conditions for accession but which has not yet been able to deposit its instrument, may, at any time, notify the Secretary-General of the United Nations that it will apply this Agreement provisionally either when it enters into force in accordance with article 75 or, if it is already in force, at a specified date.

2. A Government which has notified under paragraph 1 of this article that it will apply this Agreement either when it enters into force or, if it is already in force, at a specified date shall, from that time, be a provisional Member until it deposits its instrument of ratification, acceptance, approval or accession and thus becomes a Member.

Article 75

Entry into force

1. This Agreement shall enter into force definitively on 1 January 1978, or on any date within six months thereafter, if by that date Governments holding 55 per cent of the votes of the exporting countries and 65 per cent of the votes of the importing countries in accordance with the distribution established in annex V have deposited their instruments of ratification, acceptance, approval or accession with the Secretary-General of the United Nations. It shall also enter into force definitively at any time thereafter if it is provisionally in force and these percentage requirements are satisfied by the deposit of instruments of ratification, acceptance, approval or accession.

2. This Agreement shall enter into force provisionally on 1 January 1978, or on any date within two months thereafter, if by that date Governments satisfying the percentage requirements of paragraph 1 of this article have deposited their instruments of ratification, acceptance, approval or accession, or have notified under article 74 that they will apply this Agreement provisionally.

3. Governments which have deposited instruments of ratification, acceptance, approval or accession, or have deposited notifications of provisional application, by 1 June 1978 or such later date as may be determined by the Council, shall apply as from 1 January 1978 for the first quota year the provisions of this Agreement relating to the regulation of exports, special stocks, and imports from non-Members, except to the extent that such application in the case of an importing Member was not possible by reason of the lack of domestic legal authority, prior to such Government becoming a Member or a provisional Member.

4. On 1 January 1978, or on any date within 12 months thereafter, and at the end of each subsequent six-month period during which this Agreement is provisionally in force, the Governments of any of those countries which have deposited instruments of ratification, acceptance, approval or accession may decide to put this Agreement definitively into force among themselves in whole or in part. These Governments, and Governments which have deposited notifications of provisional application, may also decide that this Agreement shall enter into force provisionally, if it is not already provisionally in force, or continue provisionally in force, or lapse.

Article 76

Accession

1. This Agreement shall be open to accession by the Governments of all States upon conditions established by the Council. Accession shall be effected by the deposit of an instrument of accession with the Secretary-General of the United Nations. Instruments of accession shall state that the Government accepts all the conditions established by the Council.

2. In establishing the conditions referred to in paragraph 1 of this article, the Council may, by special vote, establish a basic export tonnage, or export entitlement, which shall be deemed to be listed in annex I or annex II, as appropriate:

(a) for a country which is not so listed;

(b) for a country which is so listed but does not accede within twelve months of the date of entry into force of this Agreement; provided, however, that, if such country is listed in annex I and it accedes within twelve months of the date of entry into force of this Agreement, the basic export tonnage figure specified in that annex for that country shall be applicable to it.

3. In the case of accession by the EEC, the conditions of paragraph 2 of this article shall not necessarily apply. The Council may instead, by special vote, establish such special conditions, including the establishment of the relevant voting entitlement, as may be mutually acceptable, having regard to the objectives of this Agreement.

4. The Council under the International Sugar Agreement, 1973, as extended, may, pending the entry into force of this Agreement, establish the conditions referred to in paragraph 1 of this article, subject to confirmation by the Council under this Agreement.

Article 77

Territorial application

1. Any Government may, at the time of signature or deposit of an instrument of ratification, acceptance, approval or accession or at any time thereafter, by notification to the Secretary-General of the United Nations, declare that this Agreement:

(a) shall also extend to any of the developing territories for whose international relations it is for the time being ultimately responsible and which has notified the Government concerned that it wishes to participate in this Agreement; or

(b) shall extend only to any of the developing territories for whose international relations it is for the time being ultimately responsible and which has notified the Government concerned that it wishes to participate in this Agreement;

and this Agreement shall extend to the territories named therein from the date of such notification if this Agreement has already entered into force for that Government or, if the notification has been made prior thereto, on the date on which this Agreement enters into force for that Government. Any Government which has made a notification under (b) above may subsequently withdraw that notification and may make a notification or notifications to the Secretary-General of the United Nations under (a) above.

2. When a territory to which this Agreement has been extended under paragraph 1 of this article subsequently assumes responsibility for its international relations, the Government of that territory may, within 90 days after the assumption of responsibility for its international relations, declare by notification to the Secretary-General of the United Nations that it has assumed the rights and obligations of a Contracting Party to this Agreement. It shall, as from the date of such notification, become a Contracting Party to this Agreement. If such Contracting Party is an exporting country and is not listed in annex I or annex II, the Council shall, after consultation with such Contracting Party, establish, by special vote, a basic export tonnage or export entitlement for it which shall be deemed to be listed in annex I or annex II, as appropriate. If such Contracting Party is listed in annex I or annex II, its basic export tonnage or export entitlement, as the case may be, shall be as specified therein.

3. Any Contracting Party which desires to exercise its rights under article 4 in respect of any of the territories for whose international relations it is for the time being ultimately responsible may do so by making a notification to that effect to the Secretary-General of the United Nations, either at the time of the deposit of its instrument of ratification, acceptance, approval or accession, or at any later time. If the territory which becomes a separate Member is an exporting Member and is not listed in annex I or annex II, the Council, after consultation with such Member, shall establish, by special vote, a basic export tonnage or export

entitlement for it which shall be deemed to be listed in annex I or annex II, as appropriate. If such territory is listed in annex I or annex II, its basic export tonnage or export entitlement, as the case may be, shall be as specified therein.

4. Any Contracting Party which has made a notification under subparagraph 1 (a) or (b) of this article may, at any time thereafter by notification to the Secretary-General of the United Nations, declare in accordance with the wishes of the territory that this Agreement shall cease to extend to the territory named in the notification, and this Agreement shall cease to extend to such territory from the date of such notification.

5. A Contracting Party which has made a notification under subparagraph 1 (a) or (b) of this article shall remain ultimately responsible for the performance of obligations under this Agreement by territories which in accordance with the provisions of this article and of article 4 are separate Members of the Organization, unless and until such territories make a notification under paragraph 2 of this article.

Article 78

Reservations

1. No reservations other than those mentioned in paragraphs 2, 3 and 4 of this article may be made with regard to any of the provisions of this Agreement.

2. Any Government which was a Party to the International Sugar Agreement, 1973, as extended, with one or more reservations to the International Sugar Agreement, 1968, or to the International Sugar Agreement, 1973, as extended, may, on signature, ratification, acceptance, approval of, or accession to this Agreement, make reservations similar in terms or in effect to those previous reservations.

3. Any Government entitled to become a Party to this Agreement may, on signature, ratification, acceptance, approval or accession, make reservations which do not affect the economic functioning of this Agreement. Any dispute as to whether a particular reservation comes within this paragraph shall be settled in accordance with the procedure in article 70.

4. In any other instance where reservations are made, the Council shall examine them and decide, by special vote, whether they are to be accepted and, if so, under what conditions. Such reservations shall become effective only after the Council has taken a decision on the matter. Such reservations shall be deposited with the Secretary-General of the United Nations upon notification of the decision of the Council.

Article 79

Withdrawal

1. Any Member may withdraw from this Agreement at any time after the entry into force of this Agreement by giving written notice of withdrawal to the Secretary-General of the United Nations. The Member shall simultaneously inform the Council of the action it has taken.

2. Withdrawal under this article shall be effective 30 days after the receipt of the notice by the Secretary-General of the United Nations.

Article 80

Exclusion

If the Council finds that any Member is in breach of its obligations under this Agreement and decides further that such failure significantly impairs the operation of this Agreement, it may, by special vote, exclude such Member from the Organization. The Council shall immediately notify the Secretary-General of the United Nations of any such decision. Ninety days after the date of the Council's decision, that Member shall cease to be a Member of the Organization.

Article 81

Settlement of accounts with withdrawing or excluded Members

1. The Council shall determine any settlement of accounts with a withdrawing or excluded Member. The Organization shall retain any amounts already paid by a withdrawing or excluded Member. Such Member shall be bound to pay any amounts due from it to the Organization at the time the withdrawal or exclusion becomes effective, and shall be bound to repay to the Fund established under article 49 any loans which had been made to such withdrawing or excluded Member; provided, however, that in the case of a Member which is unable to accept an amendment and consequently ceases to participate in the Organization under the provisions of article 82, paragraph 2, the Council may determine any settlement of accounts which it finds equitable.

2. A Member which has withdrawn or been excluded from, or has otherwise ceased to participate in, the Organization shall not be entitled to any share of the proceeds of liquidation or the other assets of the Organization, nor to any share of the assets of the Fund established under article 49; nor shall it be burdened with any part of the deficit, if any, of the Organization or of the Fund upon termination of this Agreement.

Article 82

Amendment

1. The Council may, by special vote, recommend an amendment of this Agreement to the Parties. The Council may fix a time after which each Party shall notify the Secretary-General of the United Nations of its acceptance of the amendment. The amendment shall become effective 100 days after the Secretary-General of the United Nations has received notifications of acceptance from Parties holding at least 850 of the total votes of exporting Members and representing at least three quarters of those Members and from Parties holding at least 800 of the total votes of importing Members and representing at least three quarters of those Members, or on such later date as the Council may have determined by special vote. The Council may fix a time within which each Party shall notify the Secretary-General of the United Nations of its acceptance of the amendment and, if the amendment has not become effective by such time, it shall be considered withdrawn. The Council shall provide the Secretary-General of the United Nations with the information necessary to determine whether the notifications of acceptance received are sufficient to make the amendment effective.

2. Any Member on behalf of which notification of acceptance of an amendment has not been made by the date on which such amendment becomes effective shall as of that date cease to participate in this Agreement, unless such Member has satisfied the Council that acceptance could not be secured in time owing to difficulties in completing its constitutional procedures, and the Council decides to extend for such Member the period fixed for acceptance. Such Member shall not be bound by the amendment before it has notified its acceptance thereof.

Article 83

Duration, extension and termination

1. This Agreement shall remain in force until the end of the fifth quota year after its entry into force, unless extended under paragraph 2 of this article or terminated earlier under paragraph 3 of this article.

2. Before the end of the fifth quota year, the Council may, by special vote, extend this Agreement for a period not exceeding two quota years. The Council shall notify the Secretary-General of the United Nations of any such extension. Notwithstanding the provisions of article 79, paragraph 2, a Member which does not wish to participate in this Agreement as extended under this article may withdraw from this Agreement at the end of the fifth quota year by giving written notice of withdrawal to the Secretary-General of the United Nations. Such Member shall inform the Council accordingly.

3. The Council may at any time decide, by special vote, to terminate this Agreement with effect from such date and subject to such conditions as it may determine. In that event the Council shall continue in being for such time as may be required to carry out the liquidation of the Organization and shall have such powers and exercise such functions as may be necessary for those purposes.

Article 84

Transitional measures

1. Where in accordance with the International Sugar Agreement, 1973, as extended, the consequences of anything done, to be done or omitted to be done would, for the purposes of the operation of that Agreement, have taken effect in a subsequent year, those consequences shall have the same effect under this Agreement as if the provisions of the 1973 Agreement, as extended, had continued in effect for those purposes.

2. Notwithstanding the provisions of article 40, paragraph 1, and of paragraph 1 of this article, the global quota for the quota year 1978 shall be established by the Council at its first session in 1978. Furthermore, the administrative budget for 1978 shall be provisionally approved by the Council under the International Sugar Agreement, 1973, as extended, at its last regular session in 1977, subject to confirmation by the Council under this Agreement at its first session in 1978.

Article 85

Authentic texts of this Agreement

The texts of this Agreement in the Chinese, English, French, Russian and Spanish languages shall all be equally authentic. The originals shall be deposited in the archives of the United Nations.

IN WITNESS WHEREOF the undersigned, having been duly authorized to this effect by their respective Governments, have signed this Agreement on the dates appearing opposite their signatures.[1]

[1] The signature pages are not reproduced herein. The certified copy did not contain signatures.

ANNEX I

BASIC EXPORT TONNAGES AS ESTABLISHED UNDER ARTICLE 34, PARAGRAPH 1

	'000 tonnes r.v.
Argentina	450
Australia	2,350
Austria	80
Bolivia	90
Brazil	2,350
Colombia	75
Costa Rica	105
Cuba	2,500
Czechoslovakia	175
Dominican Republic	1,100
Ecuador	80
El Salvador	145
Fiji	125
Guatemala	300
Guyana	145
Jamaica	130
Trinidad and Tobago	85
India	825
Mauritius	175
Mexico	75
Mozambique	100
Nicaragua	125
Panama	90
Peru	350
Philippines	1,400
Poland	300
South Africa	875
Swaziland	105
Thailand	1,200

ANNEX II

EXPORTING COUNTRIES AND TERRITORIES WITH AN ANNUAL EXPORT ENTITLEMENT OF 70,000 TONNES

Bangladesh
Barbados
Belize
St. Kitts-Nevis-Anguilla
Congo
Ethiopia
Haiti
Honduras
Hungary
Indonesia
Madagascar
Malawi
Paraguay
Romania
Sudan
Turkey
Uganda
United Republic of Cameroon
United Republic of Tanzania
Uruguay
Venezuela
Zambia

ANNEX III

1. For the purposes of this Agreement, the provisions relating to developing exporting Members shall apply to all exporting Members in

(a) Latin America, including the Greater Caribbean area;

(b) Africa, except South Africa;

(c) Asia; and

(d) Oceania, except Australia;

and to Romania.

2. The Members to which the provisions of this Agreement relating to developing importing Members shall apply shall be determined by the Council in the light of the importers' membership of this Agreement.

ANNEX IV

LEAST DEVELOPED COUNTRIES AS DEFINED BY THE UNITED NATIONS, AS AT 7 OCTOBER 1977

Afghanistan
Bangladesh
Benin
Bhutan
Botswana
Burundi
Central African Empire
Chad
Democratic Yemen
Ethiopia
Gambia
Guinea
Haiti
Lao People's Democratic Republic
Lesotho
Malawi
Maldives
Mali
Nepal
Niger
Rwanda
Somalia
Sudan
Uganda
United Republic of Tanzania
Upper Volta
Western Samoa
Yemen

ANNEX V

LISTS OF EXPORTING AND IMPORTING COUNTRIES AND TERRITORIES AND ALLOCATION OF VOTES FOR THE PURPOSE OF ARTICLE 75

EXPORTERS

Argentina	24
Australia	81
Austria	6
Bangladesh	5
Barbados	5
Belize	5
Guyana	7
Jamaica	7
St. Kitts-Nevis-Anguilla	5
Trinidad and Tobago	5
Bolivia	5
Brazil	112
Colombia	11
Congo	5
Costa Rica	5
Cuba	118
Czechoslovakia	11
Dominican Republic	36
Ecuador	5
El Salvador	6
Ethiopia	5
European Economic Community	124
Fiji	6
Guatemala	11
Haiti	5
Honduras	5
Hungary	5
India	63
Indonesia	10
Madagascar	5
Malawi	5
Mauritius	12
Mexico	27
Mozambique	5
Nicaragua	5
Pakistan	6
Panama	5
Paraguay	5
Peru	17
Philippines	58
Poland	22
Romania	5
South Africa	38
Sudan	5
Swaziland	5
Thailand	39
Turkey	8

ANNEX V (continued)

Uganda	5
United Republic of Cameroon	5
United Republic of Tanzania	5
Uruguay	5
Venezuela	5
Zambia	5
Total	1,000

IMPORTERS

Algeria	27
Bulgaria	12
Canada	66
Chile	9
Egypt	12
Finland	9
German Democratic Republic	5
Ghana	5
Iraq	25
Israel	11
Ivory Coast	5
Japan	184
Kenya	5
Libyan Arab Jamahiriya	8
Malaysia	23
Morocco	19
New Zealand	12
Nigeria	10
Norway	10
Portugal	21
Republic of Korea	16
Singapore	5
Somalia	5
Spain	24
Sri Lanka	5
Sweden	6
Switzerland	14
Syrian Arab Republic	13
Tunisia	11
Union of Soviet Socialist Republics	105
United States of America	297
Upper Volta	5
Yugoslavia	11
Zaire	5
Total	1,000

ACCORD INTERNATIONAL DE 1977 SUR LE SUCRE

CHAPITRE PREMIER - OBJECTIFS

Article premier

Objectifs

Les objectifs du présent Accord international sur le sucre (ci-après dénommé le "présent Accord"), qui tiennent compte des dispositions de la résolution 93(IV) que la Conférence des Nations Unies sur le commerce et le développement (ci-après dénommée "la CNUCED") a adoptée à sa quatrième session, sont les suivants :

a) élever le niveau du commerce international du sucre, notamment en vue d'accroître les recettes d'exportation des pays en développement exportateurs;

b) assurer la stabilité du commerce international du sucre et éviter notamment les fluctuations excessives de prix, en maintenant les prix à des niveaux qui soient rémunérateurs et justes pour les producteurs et équitables pour les consommateurs, et prendre en considération, entre autres facteurs, les effets de l'inflation ou de la déflation, les variations des taux de change, la tendance des prix, de la consommation, de la production, des ventes et des stocks de sucre et d'édulcorants de remplacement, ainsi que l'influence des changements intervenant dans la situation économique mondiale ou dans le système monétaire mondial sur les cours du sucre;

c) assurer des approvisionnements en sucre adéquats pour répondre, à des prix équitables et raisonnables, aux besoins des pays importateurs:

d) accroître la consommation de sucre et, en particulier, favoriser l'adoption de mesures propres à encourager cette consommation dans les pays où son niveau par habitant est bas;

e) favoriser l'équilibre entre l'offre et la demande de sucre dans le cadre d'un commerce mondial du sucre en expansion;

f) faciliter la coordination des politiques de commercialisation du sucre et l'organisation du marché;

g) assurer au sucre provenant des pays en développement une participation adéquate aux marchés des pays développés et un accès croissant à ces marchés;

h) suivre de près l'évolution de l'emploi de toutes formes de produits de remplacement du sucre, y compris les cyclamates et autres édulcorants artificiels; et

i) favoriser la coopération internationale en ce qui concerne les questions relatives au sucre.

CHAPITRE II - DEFINITIONS

Article 2

Définitions

Aux fins du présent Accord :

1) le terme "Organisation" désigne l'Organisation internationale du sucre visée à l'article 3;

2) le terme "Conseil" désigne le Conseil international du sucre visé à l'article 3;

3) le terme "Membre" désigne :

a) une Partie au présent Accord, autre qu'une Partie auteur d'une notification faite conformément à l'alinéa b) du paragraphe 1 de l'article 77 et non retirée, ou

b) un territoire ou groupe de territoires au sujet duquel une notification a été faite conformément au paragraphe 3 de l'article 77;

4) l'expression "Membre exportateur" désigne tout pays ou territoire exportateur qui, figurant comme tel dans l'annexe V du présent Accord, devient Membre de l'Organisation, ou tout pays ou territoire ne figurant pas dans l'annexe V à qui le statut de Membre exportateur est conféré lors de son adhésion au présent Accord ou en application de l'article 6;

5) l'expression "Membre importateur" désigne tout pays importateur qui, figurant comme tel dans l'annexe V du présent Accord, devient Membre de l'Organisation, ou tout pays ne figurant pas dans l'annexe V à qui le statut de Membre importateur est conféré lors de son adhésion au présent Accord ou en application de l'article 6;

6) le terme "Fonds" désigne le Fonds de financement des stocks institué en vertu de l'article 49;

7) par "vote spécial", il faut entendre un vote requérant les deux tiers au moins des suffrages exprimés par les Membres exportateurs présents et votants et les deux tiers au moins des suffrages exprimés par les Membres importateurs présents et votants, à condition que ces suffrages soient exprimés par la moitié au moins du nombre des Membres présents et votants;

8) par "vote à la majorité simple répartie", il faut entendre un vote requérant plus de la moitié du total des suffrages exprimés par les Membres exportateurs présents et votants et plus de la moitié du total des suffrages exprimés par les Membres importateurs présents et votants, à condition que ces suffrages soient exprimés par la moitié au moins du nombre des Membres présents et votants dans chaque catégorie;

9) par "exercice", il faut entendre l'année contingentaire;

10) l'expression "année contingentaire" désigne la période allant du 1er janvier au 31 décembre inclus;

11) par "tonne", il faut entendre la tonne métrique, soit 1 000 kg; par "livre", il faut entendre la livre avoirdupoids, soit 453,592 grammes; les quantités de sucre indiquées dans le présent Accord sont exprimées en sucre brut poids net (la valeur en sucre brut d'une quantité quelconque de sucre est l'équivalent de celle-ci en sucre brut titrant 96 degrés au polarimètre);

12) le terme "sucre" désigne le sucre sous toutes ses formes commerciales reconnues, extrait de la canne à sucre ou de la betterave à sucre, y compris les mélasses comestibles et mélasses fantaisie, les sirops et toutes formes de sucre liquide destinées à la consommation humaine; toutefois,

a) le "sucre" défini ci-dessus ne comprend pas les mélasses d'arrière-produit ni les sucres non centrifugés de qualité inférieure produits par des méthodes primitives ni, aux fins de l'établissement du niveau des exportations dans le cadre du présent Accord, le sucre destiné à des usages autres que la consommation humaine en tant qu'aliment. Le Conseil détermine les conditions dans lesquelles le sucre doit être réputé destiné à des usages autres que la consommation humaine en tant qu'aliment;

b) si le Conseil conclut que l'emploi croissant de mélanges à base de sucre menace les objectifs du présent Accord, ces mélanges sont réputés être du sucre à raison de leur teneur en sucre. La quantité de mélanges de ce genre exportée en plus des quantités exportées avant l'entrée en vigueur du présent Accord sera, à raison de sa teneur en sucre, imputée sur le contingent en vigueur du Membre exportateur intéressé ou sur la quantité que ce Membre a le droit d'exporter;

13) l'expression "marché libre" désigne le total des importations nettes du marché mondial, à l'exception de celles qui résultent de l'application des arrangements spéciaux visés au chapitre IX du présent Accord;

14) l'expression "importations nettes" désigne les importations totales de sucre après déduction des exportations totales de sucre;

15) l'expression "exportations nettes" désigne les exportations totales de sucre (à l'exclusion du sucre fourni pour l'approvisionnement des navires dans les ports nationaux), après déduction des importations totales de sucre;

16) l'expression "tonnage de base d'exportation" désigne la quantité établie conformément à l'article 34;

17) l'expression "contingent global" désigne la quantité spécifiée au paragraphe 2 de l'article 40, telle qu'elle peut être ajustée conformément aux dispositions de l'article 44;

18) l'expression "contingent en vigueur" désigne la quantité de sucre qu'un Membre peut exporter sur le marché libre, pendant l'année contingentaire considérée, en sus de ses importations totales en provenance dudit marché, telle qu'elle peut être établie et ajustée conformément au présent Accord;

19) par "cent" ou "cents", il faut entendre un cent ou des cents des Etats-Unis d'Amérique;

20) par "cours du jour", il faut entendre le prix calculé conformément aux dispositions du paragraphe 1 de l'article 61;

21) par "prix pratiqué" pour chaque jour de bourse, il faut entendre la moyenne du cours du jour enregistré pendant une période de 15 jours de bourse consécutifs dont le dernier est le jour de bourse considéré; la position du prix pratiqué par rapport à un niveau de prix spécifié est définie au paragraphe 2 de l'article 61;

22) par "entrée en vigueur", il faut entendre la date à laquelle le présent Accord entre en vigueur à titre provisoire ou définitif, conformément à l'article 75;

23) toute mention, dans le présent Accord, d'un "gouvernement invité à la Conférence des Nations Unies sur le sucre, 1977" est réputée valoir aussi pour la Communauté économique européenne (ci-après dénommée "la Communauté"); en conséquence, toute mention, dans le présent Accord, de "la signature du présent Accord" ou du "dépôt d'un instrument de ratification, d'acceptation, d'approbation ou d'adhésion" par un gouvernement est, dans le cas de la Communauté, réputée valoir aussi pour la signature au nom de la Communauté par son autorité compétente, ainsi que pour le dépôt de l'instrument requis par la procédure institutionnelle de la Communauté pour la conclusion d'un accord international;

24) les "Membres en développement exportateurs" et les "Membres en développement importateurs" sont ceux qui sont mentionnés comme tels dans l'annexe III.

CHAPITRE III - L'ORGANISATION INTERNATIONALE DU SUCRE, SES MEMBRES ET SON STATUT

Article 3

Maintien en existence, siège et structure de l'Organisation internationale du sucre

1. L'Organisation internationale du sucre créée par l'Accord international de 1968 sur le sucre et maintenue par l'Accord international de 1973 sur le sucre reste en existence pour assurer la mise en oeuvre du présent Accord et en contrôler l'application, et elle a la composition, les pouvoirs et les fonctions définis dans le présent Accord.

2. L'Organisation a son siège à Londres, à moins que le Conseil, par un vote spécial, n'en décide autrement.

3. L'Organisation exerce ses fonctions par l'intermédiaire du Conseil international du sucre, de son Comité exécutif, de son Directeur exécutif et de son personnel, ainsi que par l'intermédiaire du Fonds de financement des stocks et des autres organes prévus dans le présent Accord.

Article 4

Membres de l'Organisation

1. Sous réserve des dispositions des paragraphes 2 ou 3 du présent article, chaque Partie constitue un Membre de l'Organisation.

2. a) Quand une Partie déclare, par notification faite en vertu de l'alinéa a) du paragraphe 1 de l'article 77, que le présent Accord est rendu applicable à un ou plusieurs territoires en développement désireux de participer au présent Accord, la qualité de Membre peut, avec le consentement et l'approbation exprès des intéressés :

i) ou bien être conférée en commun à la Partie et auxdits territoires;

ii) ou bien, si la Partie a fait une notification en vertu du paragraphe 3 de l'article 77, être conférée séparément, les territoires qui, pris individuellement, constitueraient un Membre exportateur devenant alors Membres séparément, soit individuellement, soit tous ensemble, soit par groupes, et les territoires qui, pris individuellement, constitueraient un Membre importateur devenant eux aussi Membres séparément.

b) Quand une Partie fait une notification en vertu de l'alinéa b) du paragraphe 1, et du paragraphe 3 de l'article 77, la qualité de Membre est conférée séparément conformément à la subdivision ii) de l'alinéa a) du présent paragraphe.

3. Une Partie qui a fait une notification en vertu de l'alinéa b) du paragraphe 1 de l'article 77 et qui n'a pas retiré cette notification n'est pas Membre de l'Organisation.

Article 5

Privilèges et immunités

1. L'Organisation a la personnalité juridique. Elle peut en particulier conclure des contrats, acquérir et céder des biens meubles et immeubles et ester en justice.

2. Le statut, les privilèges et les immunités de l'Organisation sur le territoire du Royaume-Uni continuent d'être régis par l'Accord relatif au siège conclu entre le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord et l'Organisation internationale du sucre, et signé à Londres le 29 mai 1969.

3. Si le siège de l'Organisation est transféré dans un pays qui est Membre de l'Organisation, ce Membre conclut aussitôt que possible avec l'Organisation un accord, qui doit être approuvé par le Conseil, touchant le statut, les privilèges et les immunités de l'Organisation, de son Directeur exécutif, de son personnel et de ses experts, ainsi que des représentants des Membres qui se trouvent dans ce pays pour y exercer leurs fonctions.

4. A moins que d'autres dispositions d'ordre fiscal ne soient prises en vertu de l'accord envisagé au paragraphe 3 du présent article et en attendant la conclusion de cet accord, le nouveau Membre hôte :

a) exonère de tous impôts les émoluments versés par l'Organisation à son personnel, l'exonération ne s'appliquant pas nécessairement à ses propres ressortissants; et

b) exonère de tous impôts les avoirs, revenus et autres biens de l'Organisation.

5. Si le siège de l'Organisation est transféré dans un pays qui n'est pas Membre de l'Organisation, le Conseil doit, avant le transfert, obtenir du gouvernement de ce pays une assurance écrite attestant :

a) qu'il conclura aussitôt que possible avec l'Organisation un accord comme celui qui est visé au paragraphe 3 du présent article; et

b) qu'en attendant la conclusion d'un tel accord, il accordera les exonérations prévues au paragraphe 4 du présent article.

6. Le Conseil s'efforce de conclure, avant le transfert du siège, l'accord visé au paragraphe 3 du présent article avec le gouvernement du pays dans lequel le siège de l'Organisation doit être transféré.

Article 6

Changement de statut

Un Membre peut changer de catégorie selon les modalités et aux conditions que le Conseil peut fixer en consultation avec le Membre intéressé. Dans le cas d'un Membre importateur qui passe dans la catégorie des Membres exportateurs, le Conseil détermine aussi, par un vote spécial, le tonnage de base d'exportation de ce Membre ou la quantité qu'a le droit d'exporter ce Membre, qui est réputé figurer dans la liste de l'annexe I ou de l'annexe II, selon le cas.

CHAPITRE IV - LE CONSEIL INTERNATIONAL DU SUCRE

Article 7

Composition du Conseil international du sucre

1. L'autorité suprême de l'Organisation est le Conseil international du sucre, qui se compose de tous les Membres de l'Organisation.

2. Chaque Membre est représenté par un représentant et, s'il le désire, par un ou plusieurs suppléants. Tout Membre peut en outre adjoindre à son représentant ou à ses suppléants un ou plusieurs conseillers.

Article 8

Pouvoirs et fonctions du Conseil

1. Le Conseil exerce tous les pouvoirs et s'acquitte, ou veille à l'accomplissement, de toutes les fonctions qui sont nécessaires à l'exécution des dispositions expresses du présent Accord.

2. Le Conseil adopte, par un vote spécial, les règlements qui sont nécessaires à l'exécution du présent Accord et compatibles avec ses dispositions, notamment le règlement intérieur du Conseil, de ses comités et du Fonds, ainsi que le règlement financier et le statut du personnel de l'Organisation. Le Conseil peut prévoir, dans son règlement intérieur, une procédure lui permettant de prendre, sans se réunir, des décisions sur des questions spécifiques.

3. Le Conseil recueille et tient la documentation dont il a besoin pour remplir les fonctions que le présent Accord lui confère et toute autre documentation qu'il juge appropriée.

4. Le Conseil publie un rapport annuel et tous autres renseignements qu'il juge appropriés.

Article 9

Président et Vice-Président du Conseil

1. Pour chaque année contingentaire, le Conseil élit parmi les délégations un président et un vice-président, qui ne sont pas rémunérés par l'Organisation.

2. Le Président et le Vice-Président sont élus, l'un parmi les délégations des Membres importateurs, l'autre parmi celles des Membres exportateurs. La présidence et la vice-présidence sont, en règle générale, attribuées à tour de rôle à l'une et l'autre catégorie de Membres pour une année contingentaire, étant entendu que cette alternance n'empêche pas la réélection, dans des circonstances exceptionnelles, du Président ou du Vice-Président, ou de l'un et de l'autre, si le Conseil en décide ainsi par un vote spécial. Quand le Président ou le Vice-Président est réélu de la sorte, la règle énoncée dans la première phrase du présent paragraphe demeure applicable.

3. En cas d'absence temporaire simultanée du Président et du Vice-Président, ou en cas d'absence permanente de l'un ou de l'autre ou des deux, le Conseil peut élire, parmi les délégations, de nouveaux titulaires de ces fonctions, temporaires ou permanents, selon le cas, en observant le principe de l'alternance énoncé au paragraphe 2 du présent article.

4. Ni le Président ni aucun autre membre du Bureau qui préside une réunion n'a le droit de vote. Il peut toutefois charger une autre personne d'exercer les droits de vote du Membre qu'il représente.

Article 10

Sessions du Conseil

1. En règle générale, le Conseil se réunit en session ordinaire une fois par semestre de l'année contingentaire.

2. Outre les réunions qu'il tient dans les autres circonstances expressément prévues dans le présent Accord, le Conseil se réunit en session extraordinaire s'il en décide ainsi ou s'il en est requis :

a) soit par cinq Membres;

b) soit par des Membres détenant ensemble au moins 250 voix;

c) soit par le Comité exécutif;

d) soit par le Comité d'examen des prix.

3. Les sessions du Conseil sont annoncées aux Membres au moins trente jours d'avance, sauf en cas d'urgence, où le préavis sera d'au moins dix jours, ou quand le présent Accord fixe un autre délai.

4. Les sessions se tiennent au siège de l'Organisation, à moins que le Conseil n'en décide autrement par un vote spécial. Si un Membre invite le Conseil à se réunir ailleurs qu'au siège de l'Organisation et que le Conseil y consente, ce Membre prend à sa charge les frais supplémentaires qui en résultent.

Article 11

Voix

1. Les Membres exportateurs détiennent ensemble 1 000 voix et les Membres importateurs 1 000 voix.

2. Aucun Membre ne détient plus de 300 voix ni moins de 5 voix.

3. Il n'y a pas de fractionnement de voix.

4. Les 1 000 voix détenues ensemble par les Membres exportateurs sont réparties entre eux au prorata de la moyenne pondérée des facteurs suivants :

a) leurs tonnages de base d'exportation ou les quantités qu'ils ont le droit d'exporter, selon le cas ..... 50 %

b) leurs exportations totales nettes

i) sur le marché libre ..... 18 %

ii) au titre d'arrangements spéciaux ..... 7 %

c) leur production totale ..... 25 %

Les chiffres à utiliser aux fins des alinéas b) et c) ci-dessus sont, pour chaque facteur, la moyenne des deux meilleures des trois années précédentes pour lesquelles ces données sont disponibles.

5. Les voix des Membres importateurs sont réparties entre eux au prorata de leurs importations nettes en provenance du marché libre et au titre d'arrangements spéciaux, calculées séparément selon la formule suivante :

a) Chaque Membre importateur détient une fraction de 900 voix qui correspond à la part que ses importations annuelles nettes moyennes en provenance du marché libre pour les quatre années précédentes, compte non tenu de l'année où ses importations en provenance du marché libre ont été le plus faibles, représentent dans le total des importations moyennes en provenance du marché libre ainsi effectuées par tous les Membres importateurs;

b) Chaque Membre importateur détient la fraction de 100 voix qui correspond à la part que ses importations au titre d'arrangements spéciaux, au cours de l'année précédente, représentent dans les importations totales effectuées par tous les Membres importateurs au titre d'arrangements spéciaux au cours de ladite année.

6. Les voix sont réparties au début de chaque année contingentaire conformément aux dispositions du présent article, et cette répartition vaut pour une année contingentaire complète, sous réserve des dispositions du paragraphe 7 du présent article.

7. Lorsque la composition de l'Organisation, la composition territoriale d'un Membre ou la composition du marché libre change, ou que les droits de vote d'un Membre sont suspendus ou rétablis en application d'une disposition quelconque du présent Accord, le Conseil procède à une nouvelle répartition du total des voix à l'intérieur de la catégorie de Membres ou des catégories de Membres intéressées, en appliquant les formules indiquées dans le présent article.

Article 12

Procédure de vote du Conseil

1. Chaque Membre dispose, pour le vote, du nombre de voix qu'il détient en vertu de l'article 11. Il n'a pas la faculté de diviser ces voix.

2. Par notification écrite adressée au Président, tout Membre exportateur peut autoriser tout autre Membre exportateur, et tout Membre importateur peut autoriser tout autre Membre importateur, à représenter ses intérêts et à utiliser ses voix à toute réunion du Conseil. Copie de ces autorisations est soumise à l'examen de toute commission de vérification des pouvoirs créée en application du règlement intérieur du Conseil.

3. Un Membre autorisé par un autre Membre à utiliser les voix que celui-ci détient en vertu de l'article 11 utilise ces voix comme il y est autorisé et en conformité avec le paragraphe 2 du présent article.

Article 13

Décisions du Conseil

1. Le Conseil prend toutes ses décisions et fait toutes ses recommandations par un vote à la majorité simple répartie, à moins que le présent Accord ne prescrive un vote spécial.

2. Dans le décompte des suffrages nécessaires à l'adoption de toute décision du Conseil, les voix des Membres qui s'abstiennent ne sont pas prises en considération. Si un Membre invoque les dispositions du paragraphe 2 de l'article 12 et que ses voix soient utilisées à une réunion du Conseil, ce Membre est considéré, aux fins du paragraphe 1 du présent article, comme présent et votant.

3. Les Membres sont liés par toutes les décisions que le Conseil prend en application du présent Accord.

Article 14

Coopération avec d'autres organisations

1. Le Conseil prend toutes dispositions appropriées pour procéder à des consultations ou collaborer avec l'Organisation des Nations Unies et ses organes, en particulier la CNUCED, et avec l'Organisation pour l'alimentation et l'agriculture et les autres institutions spécialisées des Nations Unies et organismes intergouvernementaux qui conviendraient.

2. Le Conseil, eu égard au rôle particulier dévolu à la CNUCED dans le commerce international des produits de base, la tient, selon qu'il convient, au courant de ses activités et de ses programmes de travail.

3. Le Conseil peut aussi prendre toutes dispositions appropriées pour entretenir des contacts effectifs avec les organismes internationaux de producteurs, de négociants et de fabricants de sucre.

Article 15

Admission d'observateurs

1. Le Conseil peut inviter tout Etat non membre à assister à l'une quelconque de ses réunions en qualité d'observateur.

2. Le Conseil peut aussi inviter à assister à l'une quelconque de ses réunions, en qualité d'observateur, toute organisation mentionnée au paragraphe 1 de l'article 14.

Article 16

Quorum aux réunions du Conseil

Le quorum exigé pour toute réunion du Conseil est constitué par la présence de plus de la moitié de tous les Membres exportateurs et de plus de la moitié de tous les Membres importateurs, les Membres ainsi présents détenant les deux tiers au moins du total des voix de tous les Membres dans chacune des catégories. Si, le jour fixé pour l'ouverture d'une session du Conseil, le quorum n'est pas atteint, ou si, au cours d'une session du Conseil, le quorum n'est pas atteint lors de trois séances consécutives, le Conseil est convoqué sept jours plus tard; le quorum est alors, et pour le reste de la session, constitué par la présence de plus de la moitié de tous les Membres exportateurs et de plus de la moitié de tous les Membres importateurs, les Membres ainsi présents représentant plus de la moitié du total des voix de tous les Membres dans chacune des catégories. Tout Membre représenté conformément au paragraphe 2 de l'article 12 est considéré comme présent.

CHAPITRE V - LE COMITE EXECUTIF

Article 17

Composition du Comité exécutif

1. Le Comité exécutif se compose de dix Membres exportateurs et de dix Membres importateurs, qui sont élus pour chaque année contingentaire conformément à l'article 18 et sont rééligibles.

2. Chaque membre du Comité exécutif nomme un représentant et peut nommer en outre un ou plusieurs suppléants et conseillers.

3. Le Comité exécutif élit son Président pour chaque année contingentaire. Le Président n'a pas le droit de vote; il est rééligible.

4. Le Comité exécutif se réunit au siège de l'Organisation, à moins qu'il n'en décide autrement. Si un Membre invite le Comité à se réunir ailleurs qu'au siège de l'Organisation et que le Comité y consente, ce Membre prend à sa charge les frais supplémentaires qui en résultent.

Article 18

Election du Comité exécutif

1. Les Membres exportateurs et les Membres importateurs de l'Organisation élisent respectivement, au sein du Conseil, les membres exportateurs et les membres importateurs du Comité exécutif. L'élection dans chaque catégorie a lieu conformément aux paragraphes 2 à 7 inclus du présent article.

2. Chaque Membre porte sur un seul candidat toutes les voix dont il dispose en vertu de l'article 11. Tout Membre peut porter sur un autre candidat les voix qu'il est autorisé à utiliser en vertu du paragraphe 2 de l'article 12.

3. Les dix candidats qui obtiennent le plus grand nombre de voix sont élus; toutefois, pour être élu au premier tour de scrutin, tout candidat doit avoir obtenu au moins 60 voix.

4. Si moins de dix candidats sont élus au premier tour de scrutin, il est procédé à de nouveaux tours de scrutin auxquels ont seuls le droit de participer les Membres qui n'ont voté pour aucun des candidats élus. A chaque nouveau tour de scrutin, le nombre minimal de voix requis pour l'élection est réduit de cinq jusqu'à ce que les dix candidats soient élus.

5. Tout Membre qui n'a voté pour aucun des membres élus peut attribuer par la suite ses voix à l'un d'eux, sous réserve des paragraphes 6 et 7 du présent article.

6. Un membre est réputé avoir reçu le nombre des voix qu'il a initialement obtenues quand il a été élu, plus le nombre de voix qui lui ont été attribuées, sous réserve que le nombre total de voix ne dépasse 300 pour aucun des membres élus.

7. Si le nombre des voix qu'un membre élu est réputé avoir obtenues devait être supérieur à 300, les Membres qui ont voté pour ce membre ou qui lui ont attribué

leurs voix s'entendent pour qu'un ou plusieurs d'entre eux lui retirent leurs voix et les attribuent ou les réattribuent à un autre membre élu, de manière que les voix obtenues par chaque membre élu ne dépassent pas la limite de 300.

8. Si l'exercice du droit de vote d'un membre du Comité exécutif est suspendu en vertu de l'une quelconque des dispositions pertinentes du présent Accord, chacun des Membres qui ont voté en faveur de ce membre ou qui lui ont attribué leurs voix conformément au présent article peut, pendant la période de suspension, attribuer ses voix à tout autre membre du Comité appartenant à sa catégorie, sous réserve du paragraphe 6 du présent article.

9. Si un membre du Comité exécutif cesse d'être Membre de l'Organisation, les Membres qui ont voté pour lui ou qui lui ont attribué leurs voix et les Membres qui n'ont ni voté pour un autre membre ni attribué leurs voix à un autre membre du Comité exécutif élisent, lors de la session suivante du Conseil, un Membre pour pourvoir le poste vacant au Comité. Tout Membre qui a voté pour le membre qui a cessé d'être Membre de l'Organisation ou qui lui a attribué ses voix et qui ne vote pas en faveur du Membre élu pour pourvoir le poste vacant au Comité peut attribuer ses voix à un autre membre du Comité, sous réserve du paragraphe 6 du présent article.

10. Dans des circonstances particulières et après consultation avec le membre du Comité exécutif pour lequel il a voté ou auquel il a attribué ses voix conformément aux dispositions du présent article, un Membre peut retirer ses voix à ce membre pour le reste de l'année contingentaire. Il peut alors attribuer ces voix à un autre membre du Comité exécutif appartenant à sa catégorie, mais ne peut les retirer à cet autre membre pendant le reste de l'année. Le membre du Comité exécutif auquel les voix ont été retirées conserve son siège au Comité exécutif pendant le reste de l'année. Toute mesure prise en application des dispositions du présent paragraphe devient effective après que le Président du Comité exécutif en a été avisé par écrit.

Article 19

Délégation de pouvoirs du Conseil au Comité exécutif

1. Le Conseil peut, par un vote spécial, déléguer au Comité exécutif tout ou partie de ses pouvoirs, à l'exception des suivants :

a) choix du siège de l'Organisation conformément au paragraphe 2 de l'article 3;

b) décisions concernant le changement de statut des Membres conformément à l'article 6;

c) nomination du Directeur exécutif conformément au paragraphe 1 de l'article 22 et nomination de l'Administrateur du Fonds conformément au paragraphe 4 de l'article 50;

d) approbation du budget administratif et fixation des contributions conformément à l'article 24 et approbation des comptes du Fonds conformément au paragraphe 2 de l'article 50;

e) application de l'article 29 aux nouveaux arrangements spéciaux conformément au paragraphe 5 dudit article;

f) établissement des tonnages de base d'exportation conformément au paragraphe 2 de l'article 34;

g) attribution de tonnages de base d'exportation conformément au paragraphe 4 de l'article 35;

h) établissement du contingent global conformément à l'article 40;

i) décision en application du paragraphe 2 de l'article 41;

j) révision des restrictions concernant les stocks maximaux conformément au paragraphe 4 de l'article 48;

k) adoption du règlement intérieur du Fonds conformément au paragraphe 3 de l'article 49;

l) ajustements du taux des contributions et suspension des contributions au Fonds conformément au paragraphe 1 de l'article 51;

m) ajustements du taux des prêts du Fonds conformément au paragraphe 1 de l'article 53;

n) décisions concernant la liquidation des avoirs du Fonds conformément à l'article 54;

o) ajustement des niveaux de prix conformément à l'article 62;

p) dispenses accordées en application de l'article 69;

q) règlement des différends conformément à l'article 70;

r) suspension des droits de vote et autres droits d'un Membre conformément au paragraphe 3 de l'article 71;

s) adhésions aux termes de l'article 76;

t) exclusion d'un Membre de l'Organisation en vertu de l'article 80;

u) recommandation d'amendement conformément à l'article 82;

v) prorogation ou fin du présent Accord en vertu de l'article 83.

2. Le Conseil peut à tout moment révoquer toute délégation de pouvoirs au Comité exécutif.

Article 20

Procédure de vote et décisions du Comité exécutif

1. Chaque membre du Comité exécutif dispose, pour le vote, du nombre de voix qu'il a reçues en application de l'article 18; il ne peut diviser ces voix.

2. Toute décision prise par le Comité exécutif exige la même majorité que si elle était prise par le Conseil.

3. Tout Membre a le droit d'en appeler au Conseil, aux conditions que le Conseil peut définir dans son règlement intérieur, de toute décision du Comité exécutif.

Article 21

Quorum aux réunions du Comité exécutif

Pour toute réunion du Comité exécutif, le quorum est constitué par la présence de plus de la moitié de tous les membres exportateurs du Comité et de plus de la moitié de tous les membres importateurs du Comité, les membres ainsi présents représentant les deux tiers au moins du total des voix de tous les membres du Comité dans chacune des catégories.

CHAPITRE VI - LE DIRECTEUR EXECUTIF ET LE PERSONNEL

Article 22

Le Directeur exécutif et le personnel

1. Le Conseil, après avoir consulté le Comité exécutif, nomme le Directeur exécutif par un vote spécial. Il fixe les conditions d'engagement du Directeur exécutif en tenant compte de celles des fonctionnaires homologues d'organismes intergouvernementaux semblables.

2. Le Directeur exécutif est le plus haut fonctionnaire de l'Organisation; il est responsable de l'exécution des tâches qui lui incombent dans l'application du présent Accord.

3. Le Directeur exécutif nomme le personnel conformément au règlement arrêté par le Conseil. En établissant ce règlement, le Conseil tient compte de ceux qui sont applicables au personnel d'organismes intergouvernementaux semblables.

4. Ni le Directeur exécutif ni les autres membres du personnel ne doivent avoir d'intérêt financier dans l'industrie ou le commerce du sucre.

5. Dans l'accomplissement de leurs devoirs aux termes du présent Accord, le Directeur exécutif et le personnel ne sollicitent ni n'acceptent d'instructions d'aucun Membre ni d'aucune autorité extérieure à l'Organisation. Ils s'abstiennent de tout acte incompatible avec leur situation de fonctionnaires internationaux responsables seulement envers l'Organisation. Chaque Membre doit respecter le caractère exclusivement international des fonctions du Directeur exécutif et du personnel et ne pas chercher à les influencer dans l'exécution de leurs tâches.

CHAPITRE VII - FINANCES

Article 23

Dépenses

1. Les dépenses des délégations au Conseil, ainsi que des représentants au Comité exécutif et à tout autre comité du Conseil ou du Comité exécutif, sont à la charge des Membres intéressés.

2. Pour couvrir les dépenses requises par l'application du présent Accord, exception faite des frais de gestion du Fonds, les Membres versent une contribution annuelle fixée comme il est indiqué à l'article 24. Toutefois, si un Membre demande des services spéciaux, le Conseil peut lui en réclamer le paiement.

3. L'Organisation tient les comptes nécessaires à l'application du présent Accord.

Article 24

Etablissement du budget administratif
et fixation des contributions

1. Au cours du deuxième semestre de chaque exercice, le Conseil adopte le budget administratif de l'Organisation pour l'exercice suivant et fixe la contribution de chaque Membre à ce budget.

2. Pour chaque exercice, la contribution de chaque Membre au budget administratif correspond au rapport qui existe, au moment de l'adoption du budget administratif de cet exercice, entre le nombre de voix dont ce Membre dispose et le nombre de voix de tous les Membres réunis. Pour fixer les contributions, le Conseil dénombre les voix de chaque Membre sans tenir compte de la suspension éventuelle des droits de vote d'un Membre ni de la redistribution des voix qui peut en résulter.

3. Le Conseil fixe la contribution initiale de tout Membre qui adhère à l'Organisation après l'entrée en vigueur du présent Accord en fonction du nombre de voix que ce Membre doit détenir et de la fraction non écoulée de l'exercice en cours, ainsi que de l'exercice suivant si ce Membre adhère à l'Organisation entre l'adoption du budget pour ledit exercice et le début de celui-ci; toutefois, les contributions assignées aux autres Membres restent inchangées. Quand il fixe les contributions des Membres qui adhèrent à l'Organisation après l'adoption du budget pour une ou plusieurs années contingentaires données, le Conseil dénombre les voix qui reviennent à ces Membres sans tenir compte de la suspension éventuelle des droits de vote d'un Membre ni de la redistribution des voix qui peut en résulter.

4. Si le présent Accord entre en vigueur plus de huit mois avant le début de son premier exercice complet, le Conseil, à sa première session, adopte un budget administratif pour la période allant jusqu'au début de ce premier exercice complet. Dans les autres cas, le premier budget administratif couvre à la fois la période initiale et le premier exercice complet.

5. Le Conseil, quand il adopte le budget pour la première année d'application du présent Accord et le budget pour l'année qui suit immédiatement toute prorogation du présent Accord en vertu de l'article 83, peut prendre les mesures qu'il juge propres à atténuer les effets, sur le montant des contributions pour ces années, d'une participation éventuellement réduite au présent Accord lors de l'adoption de ces budgets.

Article 25

Versement des contributions

1. Les contributions au budget administratif de chaque exercice sont payables en monnaies librement convertibles et sont exigibles le premier jour de l'exercice; les contributions des Membres pour l'exercice au cours duquel ils deviennent Membres de l'Organisation sont exigibles à la date à laquelle ils le deviennent.

2. Si un Membre ne verse pas intégralement sa contribution au budget administratif dans un délai de quatre mois à compter de la date à laquelle sa contribution est exigible en vertu du paragraphe 1 du présent article, le Directeur exécutif lui demande d'en effectuer le paiement le plus tôt possible. Si, à l'expiration d'un délai de deux mois à compter de la date de cette demande du Directeur exécutif, le Membre en question n'a toujours pas versé sa contribution, ses droits de vote au Conseil et au Comité exécutif sont suspendus jusqu'au versement intégral de la contribution.

3. Un Membre dont les droits de vote ont été suspendus conformément au paragraphe 2 du présent article ne peut être privé d'aucun de ses autres droits ni déchargé d'aucune de ses obligations découlant du présent Accord, à moins que le Conseil n'en décide ainsi par un vote spécial. Il reste tenu de verser sa contribution et de faire face à toutes ses autres obligations financières découlant du présent Accord.

Article 26

Vérification et publication des comptes

Aussitôt que possible après la clôture de chaque exercice, les comptes financiers de l'Organisation pour ledit exercice, certifiés par un vérificateur indépendant, sont présentés au Conseil pour approbation et publication.

CHAPITRE VIII - PORTEE DES DISPOSITIONS RELATIVES
A LA REGULATION DES EXPORTATIONS

Article 27

Portée

Le présent Accord assure la régulation des approvisionnements de sucre sur le marché libre et contient des dispositions concernant d'autres questions annexes. Il tient compte des arrangements spéciaux visés au chapitre IX et admet, ainsi qu'il est indiqué à l'article 28, certains dons de sucre, non imputables sur les contingents en vigueur ni sur les quantités qu'un Membre a le droit d'exporter.

Article 28

Dons de sucre

1. Sauf décision contraire du Conseil, les dons de sucre d'un Membre exportateur effectués au titre de programmes d'assistance de l'Organisation des Nations Unies ou de l'une de ses institutions spécialisées ne sont pas imputés sur le contingent en vigueur du Membre donateur ni sur la quantité que ce Membre a le droit d'exporter.

2. Le Conseil fixe les conditions dans lesquelles les dons de sucre d'un Membre exportateur autres que ceux qui sont visés au paragraphe 1 du présent article ne sont pas imputés sur le contingent en vigueur du Membre donateur ni sur la quantité que ce Membre a le droit d'exporter. Ces conditions comportent, entre autres, des consultations préalables et des garanties adéquates pour la structure normale des échanges. Le sucre ainsi livré à titre de don ne bénéficie de l'exemption prévue par le présent paragraphe que s'il est exclusivement destiné à être consommé dans les pays destinataires.

3. Tout don de sucre provenant d'un Membre exportateur doit être notifié sans retard au Conseil par le Membre donateur. Sans préjudice des paragraphes 1 et 2 du présent article, tout Membre qui considère qu'un don lèse ou risque de léser ses intérêts peut demander au Conseil d'examiner l'affaire. Après examen, le Conseil fait les recommandations qu'il juge appropriées.

4. Dans son rapport annuel, le Conseil rend compte de la situation en ce qui concerne les dons de sucre.

CHAPITRE IX - ARRANGEMENTS SPECIAUX

Article 29

Dispositions générales

1. Aucune des dispositions des autres chapitres du présent Accord ne modifie ni ne restreint les droits et obligations qui découlent pour les Membres des arrangements spéciaux visés aux articles 30, 31, 32 et 33. Ces arrangements spéciaux sont régis par les dispositions desdits articles, sous réserve des paragraphes 2 à 4 du présent article.

2. Les Membres reconnaissent que les tonnages de base d'exportation et les droits d'exportation établis conformément aux articles 34 et 35 reposent sur la continuité et la stabilité des arrangements spéciaux visés aux articles 30, 31, 32 et 33. S'il se produit un changement dans la participation à un ou plusieurs des arrangements spéciaux visés à ces articles et que ce changement affecte un ou plusieurs Membres, ou s'il se produit un changement important dans la situation d'un ou de plusieurs Membres qui participent à un ou à plusieurs de ces arrangements, le Conseil se réunit pour examiner les ajustements compensatoires à apporter aux tonnages de base d'exportation ou aux droits d'exportation établis conformément aux articles 34 et 35, selon les dispositions suivantes :

a) Sous réserve des alinéas b), c) et d) du présent paragraphe, les tonnages de base d'exportation du ou des Membres intéressés sont réduits de la totalité de toute augmentation (ou augmentés de la totalité de toute diminution, ou encore fixés à un niveau correspondant à la totalité de toute diminution) apportée, du fait des changements susmentionnés dans la participation ou la situation des participants, aux quantités que ce Membre ou ces Membres ont le droit d'exporter annuellement en vertu de l'arrangement ou des arrangements spéciaux en question;

b) Si des ajustements compensatoires sont effectués en vertu de l'alinéa a) du présent paragraphe, le Conseil établit aussi tous arrangements transitoires nécessaires pour l'année au cours de laquelle lesdits changements interviennent;

c) Si les ajustements compensatoires envisagés aux alinéas a) et b) du présent paragraphe ne peuvent être apportés aux tonnages de base d'exportation établis conformément à l'article 34 du fait que les changements susmentionnés dans la participation ou dans la situation des participants entraînent une modification majeure de la structure du marché du sucre ou un changement important dans la situation d'un ou de plusieurs fournisseurs principaux au titre d'un arrangement spécial, le Conseil recommande aux Membres un amendement au présent Accord conformément à l'article 82 ou la renégociation immédiate des tonnages de base d'exportation. En attendant l'incorporation, dans le présent Accord, des changements apportés aux tonnages de base d'exportation du fait de cet amendement ou de cette renégociation, les tonnages de base d'exportation ainsi modifiés ou établis sont appliqués à titre provisoire;

d) Si un ou plusieurs Membres ne sont pas satisfaits du résultat de la renégociation visée à l'alinéa c) du présent paragraphe, ils peuvent se retirer du présent Accord conformément à l'article 79.

3. Les Membres qui participent aux arrangements spéciaux visés à l'article 30 veillent à ce que le Conseil soit informé des détails de ces arrangements, des quantités de sucre qui seront importées ou exportées en vertu de ces arrangements pendant chaque année d'application du présent Accord et, dans les trente jours, de tout changement apporté à la nature de ces arrangements.

4. Les Membres qui participent à l'un des arrangements spéciaux mentionnés dans le présent chapitre organisent leur commerce du sucre au titre de ces arrangements de manière à ne pas nuire aux objectifs du présent Accord. Quand des arrangements spéciaux comportent des réexportations de sucre vers le marché libre, les Membres qui y participent prennent toutes mesures qu'ils jugent utiles pour assurer, dans les cas où aucune disposition quantitative concernant ces réexportations ne figure dans les articles pertinents du présent Accord, que, si ces arrangements font entrer dans le commerce des quantités supérieures à celles qui étaient négociées annuellement avant l'entrée en vigueur du présent Accord, il n'en résulte aucune augmentation des réexportations vers le marché libre.

5. A la demande des Membres intéressés, le Conseil peut, par un vote spécial, rendre les dispositions du présent article applicables aux arrangements conclus après l'entrée en vigueur du présent Accord. Les tonnages de base d'exportation du Membre ou des Membres intéressés sont automatiquement réduits des quantités totales qu'ils ont le droit d'exporter annuellement en vertu des arrangements spéciaux en question.

Article 30

Exportations à destination de la Communauté économique européenne

Les exportations à destination de la Communauté économique européenne effectuées en vertu de la Convention de Lomé de 1975, de la décision du Conseil de la Communauté du 29 juin 1975 concernant l'association de pays et territoires d'outre-mer à la Communauté et de l'Accord du 19 juillet 1975 entre la Communauté et l'Inde ne sont pas, jusqu'à concurrence du montant prévu par lesdits actes et accords et ajusté conformément aux dispositions de ces actes et accords, imputées sur les contingents en vigueur des Membres intéressés ni sur les quantités que ces Membres ont le droit d'exporter conformément au chapitre X.

Article 31

Exportations de Cuba à destination des pays socialistes

1. Les exportations de Cuba à destination des pays socialistes ci-après ne sont pas imputées sur le contingent en vigueur de ce pays, établi en vertu du chapitre X: Bulgarie, Hongrie, Mongolie, Pologne, République démocratique allemande, Roumanie, Tchécoslovaquie et Union des Républiques socialistes soviétiques.

2. Jusqu'à concurrence de 650 000 tonnes au cours de chacune des deux premières années contingentaires d'application du présent Accord, les exportations de Cuba à destination de l'Albanie, de la Chine, de la République populaire démocratique de Corée, du Viet Nam et de la Yougoslavie ne seront pas imputées sur le contingent en vigueur de Cuba, établi pour ces années-là en application du chapitre X. Les quantités exportées par Cuba à destination de ces pays qui ne seront pas imputées sur le contingent de Cuba en vigueur pendant les troisième, quatrième et cinquième années contingentaires seront fixées par le Conseil au cours du

premier trimestre de la troisième année contingentaire, eu égard aux exportations effectuées au cours des deux premières années contingentaires. Les quantités exportées à destination de ces pays pendant les deux premières années contingentaires qui auraient dépassé un total annuel de 650 000 tonnes entreront en ligne de compte, soit pour la détermination de la quantité qui n'est pas imputée sur le contingent pour les troisième, quatrième et cinquième années contingentaires soit pour l'établissement du tonnage de base d'exportation pour ces mêmes années en vertu du paragraphe 2 de l'article 34, mais non pas pour l'une et l'autre de ces deux fins.

Article 32

Statut de l'Union des Républiques socialistes soviétiques et exportations de ce pays

1. Sans préjudice des dispositions de l'article 31, il est tenu compte de toutes les importations de l'Union des Républiques socialistes soviétiques (ci-après dénommée "l'URSS"), quelle qu'en soit l'origine. Ces importations confèrent donc à l'URSS le statut de Membre importateur.

2. Sans préjudice du statut que le présent article lui confère, l'URSS s'engage à limiter ses exportations totales de sucre sur le marché libre au cours de chacune des deux premières années contingentaires du présent Accord à 500 000 tonnes.

3. La quantité indiquée au paragraphe 2 du présent article et les tonnages qui seront ultérieurement établis en vertu du paragraphe 6 du présent article pour les années contingentaires suivantes ne comprendront pas les exportations de l'URSS à destination de l'un quelconque des pays mentionnés aux paragraphes 1 et 2 de l'article 31.

4. Les exportations de l'URSS au titre du présent article ne seront sujettes à aucune réduction au titre du chapitre X.

5. L'URSS ne sera pas liée par le présent article pendant toute période où, en vertu du paragraphe 4 de l'article 44, les contingents et autres restrictions à l'exportation ne seront pas applicables.

6. Quand il examinera les tonnages de base d'exportation pour les troisième, quatrième et cinquième années contingentaires conformément au paragraphe 2 de l'article 34, le Conseil fixera, en accord avec l'URSS, les tonnages des exportations de ce pays pour lesdites années.

Article 33

Statut de la République démocratique allemande et exportations de ce pays

1. La République démocratique allemande s'engage, quand elle deviendra Membre importateur, à limiter ses exportations totales de sucre sur le marché libre au cours de chacune des deux premières années contingentaires du présent Accord à 75 000 tonnes.

2. Les exportations de la République démocratique allemande au titre du présent article ne seront sujettes à aucune réduction au titre du chapitre X du présent Accord.

3. La République démocratique allemande ne sera pas liée par le présent article pendant toute période où, en vertu du paragraphe 4 de l'article 44, les contingents et autres restrictions à l'exportation ne seront pas applicables.

4. Quand il examinera les tonnages de base d'exportation pour les troisième, quatrième et cinquième années contingentaires conformément au paragraphe 2 de l'article 34, le Conseil fixera, en accord avec la République démocratique allemande, les tonnages des exportations de ce pays pour lesdites années.

CHAPITRE X - REGULATION DES EXPORTATIONS

Article 34

Attribution et ajustement des tonnages de base d'exportation

1. Quand ils deviennent Membres, les pays exportateurs figurant dans la liste de l'annexe I ont, pour chacune des deux premières années contingentaires du présent Accord, les tonnages de base d'exportation spécifiés dans ledit Accord, sous réserve de l'alinéa b) du paragraphe 2 et du paragraphe 3 de l'article 76.

2. a) Pendant le premier trimestre de la troisième année contingentaire, les tonnages de base d'exportation spécifiés à l'annexe I seront renégociés. Au cours de cette renégociation, il sera tenu compte :

i) de l'évaluation du marché libre pour la période considérée et de la proportion de ce marché disponible pour les Membres exportateurs bénéficiant de tonnages de base d'exportation;

ii) des tonnages de base d'exportation des Membres spécifiés à l'annexe I;

iii) des résultats d'exportation et du respect des obligations relatives aux contingents et aux stocks pendant les deux premières années contingentaires, sur la base de statistiques que le Conseil juge probantes. A cette fin, les Membres exportateurs intéressés s'engagent à fournir au Conseil des statistiques concernant leur production, leur consommation, leurs exportations et leurs importations pour l'année contingentaire 1979, le 15 février 1980 au plus tard;

iv) des cas où le Conseil aura admis, par un vote spécial, que la force majeure ou d'autres circonstances particulières ont influencé les résultats d'exportation ou l'exécution des obligations découlant du présent Accord;

v) du rôle du sucre dans l'économie, du degré de dépendance vis-à-vis du marché libre et de la situation particulière des petits Membres en développement dont les recettes d'exportation dépendent largement des exportations de sucre;

vi) des projets d'expansion réalisés par des Membres en développement exportateurs qui ont des tonnages de base d'exportation ne dépassant pas 300 000 tonnes ou indiqués dans l'annexe II et qui ont enregistré la description de ces projets auprès du Directeur exécutif au moment de l'entrée en vigueur du présent Accord en tant que projets dont l'exécution était en cours et qui avaient une grande importance pour l'économie des pays intéressés;

vii) de tous autres facteurs pertinents.

b) Le but de la renégociation sera d'établir des tonnages de base d'exportation révisés acceptables pour les Membres. Une fois la renégociation terminée, le Conseil pourra déterminer par un vote spécial, requérant en l'occurrence le vote affirmatif des deux tiers au moins des Membres exportateurs présents et votants, les tonnages de base d'exportation révisés pour chacune des troisième, quatrième et cinquième années contingentaires.

c) Au cas où le Conseil n'aurait pas établi de tonnages de base d'exportation révisés pour une année contingentaire donnée en recourant à la procédure décrite à l'alinéa b) du présent paragraphe avant la fin du premier trimestre de ladite année, le tonnage de base d'exportation pour chaque membre figurant dans la liste de l'annexe I sera calculé selon la formule suivante :

i) pour la troisième année contingentaire, 50 % de son tonnage de base d'exportation et 50 % de ses résultats moyens relatifs d'exportation pendant les années 1978 et 1979;

ii) pour la quatrième année contingentaire, la moyenne de ses résultats relatifs d'exportation pendant les années 1978, 1979 et 1980, l'année où les résultats relatifs d'exportation auront été le plus faibles étant exclue;

iii) pour la cinquième année contingentaire, la moyenne de ses résultats relatifs d'exportation pendant les années 1979, 1980 et 1981, l'année où les résultats relatifs d'exportation auront été le plus faibles étant exclue.

d) Les résultats relatifs d'exportation pour chaque année contingentaire s'entendent, pour chaque membre auquel la formule énoncée à l'alinéa c) du présent paragraphe est applicable, de ses exportations nettes sur le marché libre, après déduction de toute quantité en excès de la tolérance prévue au paragraphe 2 de l'article 45 et de tout déficit dans les stocks qu'il est tenu de conserver en vertu de l'article 46, le montant obtenu étant divisé par le total de ces exportations nettes telles qu'elles auront été ainsi ajustées pour cette année contingentaire pour tous les Membres auxquels la formule est applicable, et multiplié par le total de leurs tonnages de base d'exportation, y compris toute attribution au titre de l'article 39 pour l'année contingentaire précédente. Dans les cas où le Conseil aura admis, par un vote spécial, que la force majeure ou d'autres circonstances particulières ont influencé les exportations nettes d'un Membre sur le marché libre, les exportations nettes de ce Membre seront ajustées dans la mesure ainsi admise par le Conseil. De même, dans les cas où le Conseil aura, pour des raisons analogues, accordé une réduction temporaire des stocks obligatoires, la réduction ainsi accordée ne sera pas considérée comme un déficit.

e) Un Membre qui, au cours de chacune des années contingentaires précédentes, aura rempli son contingent en vigueur sans subir de déficit, déclaré ou non, et aura pris sa pleine part de tout déficit redistribué jusqu'au niveau de son tonnage de base d'exportation, qui aura exporté sur le marché libre le montant total de son tonnage de base d'exportation pendant toute année contingentaire au cours de laquelle les contingents auront été suspendus six mois au moins avant la fin de ladite année et qui n'aura pas, au cours d'une année contingentaire, été en défaut en ce qui concerne les stocks qu'il était tenu de conserver, ne recevra pas, par suite de l'application de la formule énoncée à l'alinéa c) du présent paragraphe, un tonnage de base d'exportation inférieur à son tonnage de base d'exportation pendant l'année contingentaire immédiatement précédente.

f) Le tonnage de base d'exportation attribué à un Membre adhérant au présent Accord après la première année contingentaire, ou attribué à un Membre en

application de l'article 35, ne sera pas réduit par suite de l'application de la formule énoncée à l'alinéa c) du présent paragraphe, à moins que ce Membre n'ait eu un tonnage de base d'exportation pour la totalité des années contingentaires considérées sur lesquelles la partie pertinente de la formule est fondée.

g) La procédure ci-après est applicable à chaque Membre en développement exportateur qui, ayant un tonnage de base d'exportation initial égal ou inférieur à 300 000 tonnes, a réalisé un projet d'expansion comportant un investissement dans le développement de l'agriculture et un accroissement de la capacité de l'industrie sucrière et entraînant pour le marché libre une production additionnelle de sucre supérieure à 10 000 tonnes, et qui aura enregistré la description dudit projet auprès du Directeur exécutif au moment de l'entrée en vigueur du présent Accord en tant que projet dont l'exécution était en cours, avait une grande importance pour l'économie du pays intéressé et était sujet à vérification par le Conseil dans les trois mois qui suivaient l'entrée en vigueur du présent Accord. Il est ajouté au tonnage de base d'exportation établi conformément aux subdivisions i), ii) ou iii) de l'alinéa c) du présent paragraphe, selon le cas, une quantité égale à 80 % de tout excédent non exportable résultant de ce projet au début de l'année contingentaire considérée. Par excédent non exportable, il faut entendre la quantité de sucre détenue en stock au 31 décembre en sus des quantités nécessaires à la consommation intérieure, de la totalité des stocks que le Membre est tenu de conserver en vertu de l'article 46 et des quantités qui doivent être livrées au titre d'arrangements spéciaux, à l'exclusion des stocks qui seraient détenus en violation de l'article 48, quand cet excédent ne pourrait être exporté par imputation sur les contingents en vigueur, sous réserve que :

i) l'excédent non exportable soit sujet à vérification conformément aux règles et procédures que le Conseil peut fixer;

ii) le Membre en question ait satisfait à toutes les conditions énoncées à l'alinéa e) du présent paragraphe;

iii) le total des quantités ainsi ajoutées ne dépasse pas 200 000 tonnes pour chacune des années contingentaires 1980, 1981 et 1982. En cas de dépassement, les quantités individuelles ajoutées sont revues et réduites, dans la mesure où il y a lieu, par le Comité créé en vertu du paragraphe 1 de l'article 39, conformément aux principes et procédures énoncés dans ledit article et eu égard aux quantités déjà attribuées au Membre intéressé en vertu de l'article 39;

iv) il n'est pas tenu compte, au cours des années contingentaires suivantes, du montant résiduel de l'excédent non exportable.

3. Nonobstant les dispositions du paragraphe 1 du présent article, il est tenu compte de la situation de la Colombie au cours de la renégociation visée au paragraphe 2 du présent article, un tonnage de base d'exportation étant alors fixé pour ce pays en fonction de sa production et de sa consommation intérieure.

Article 35

Dispositions concernant les Membres qui ont le droit d'exporter de petites quantités de sucre

1. Chacun des Membres exportateurs figurant dans la liste de l'annexe II a le droit d'exporter sur le marché libre, au cours de chaque année contingentaire, 70 000 tonnes de sucre qui ne sont sujettes à aucun ajustement opéré en application du présent chapitre.

2. Chacun des Membres visés au paragraphe 1 du présent article informe le Conseil, 45 jours au moins avant le début d'une année contingentaire, de la quantité de sucre dont il compte disposer aux fins d'exportation sur le marché libre dans les limites de la quantité qu'il a le droit d'exporter au cours de ladite année contingentaire. En outre, chacun de ces Membres notifie au Conseil toute modification de la quantité qu'il compte exporter, conformément à l'article 42. Les droits de vote de tout Membre de cette catégorie qui ne respecte pas la procédure de notification prévue dans le présent paragraphe sont suspendus pour l'année contingentaire correspondante.

3. Les Membres visés au paragraphe 1 du présent article ne sont pas soumis à l'obligation de détenir des stocks spéciaux conformément à l'article 46. Ils sont toutefois autorisés à en détenir jusqu'à concurrence de la quantité et dans les conditions visées au paragraphe 1 dudit article.

4. Tout Membre visé au paragraphe 1 du présent article qui estime que, compte tenu de l'accroissement de sa production, il devrait être autorisé à exporter sur le marché libre plus de 70 000 tonnes de sucre au cours d'une année contingentaire quelconque, peut demander au Conseil de lui attribuer un tonnage de base d'exportation supérieur à cette quantité. Si le Conseil, par un vote spécial, accède à cette demande en attribuant au Membre intéressé le tonnage de base d'exportation qu'il juge approprié, ledit Membre est dès lors réputé figurer dans la liste de l'annexe I et il est soumis à toutes les dispositions du présent Accord qui sont applicables aux Membres figurant dans cette annexe.

Article 36

Dispositions spéciales applicables au calcul des exportations nettes

1. Toutes les importations de la Hongrie, de la Pologne, de la Roumanie et de la Tchécoslovaquie, à l'exception de celles qui sont visées à l'article 31, sont déduites des exportations totales de ces Membres aux fins du calcul de leurs exportations nettes sur le marché libre.

2. Jusqu'à concurrence d'un total de 10 000 tonnes, les transferts de sucre effectués à l'intérieur de la Communauté de l'Afrique orientale par l'un quelconque des Etats partenaires de ladite Communauté ne sont pas imputés sur les quantités que cet Etat a le droit d'exporter au cours de l'année contingentaire correspondante; ce tonnage ne peut faire l'objet d'aucun ajustement au titre du présent chapitre.

3. Le sucre exporté vers les membres de la Communauté des Caraïbes qui ne produisent pas de sucre (c'est-à-dire Antigua, la Dominique, la Grenade, Montserrat, Sainte-Lucie et St-Vincent) par la Barbade, Belize, la Jamaïque, la Guyane, Saint-Christophe-et-Nièves et Anguilla, et la Trinité-et-Tobago n'est pas imputé sur leurs contingents en vigueur ni sur les quantités qu'ils ont le droit d'exporter au cours de l'année contingentaire correspondante, à condition que la quantité totale de sucre écoulée à l'intérieur de ladite Communauté ne dépasse pas 20 000 tonnes au cours d'une année contingentaire quelconque. Les Membres exportateurs intéressés s'engagent à informer le Conseil, avant le début de chaque année contingentaire, de la quantité de sucre qu'ils ont l'intention d'exporter vers les autres membres de la Communauté des Caraïbes.

Article 37

Dispositions concernant les Membres en développement sans littoral exportateurs

1. Le fait qu'un des Membres en développement sans littoral exportateurs n'a pas utilisé intégralement son contingent en vigueur ou la quantité qu'il a le droit d'exporter, selon le cas, durant une ou plusieurs années contingentaires ne donne pas matière à estimer qu'il n'a pas rempli les obligations que le présent Accord lui impose et que, de ce fait, il y a lieu, lors de la renégociation prévue au paragraphe 2 de l'article 34, de le priver de son droit d'exporter.

2. Attendu que les exportations de sucre des pays en développement sans littoral sont gênées et grevées par les frais additionnels de transport dont elles font l'objet jusqu'à leur arrivée dans les ports maritimes, le Conseil étudiera, en consultation avec la CNUCED, de quelle manière les Membres en développement sans littoral exportateurs pourraient tirer le meilleur parti possible du Fonds spécial en faveur des pays en développement sans littoral créé par la résolution 3504 (XXX) de l'Assemblée générale des Nations Unies, du 15 décembre 1975, jusqu'à concurrence de la quantité maximale que ces Membres ont le droit d'exporter.

Article 38

Exportations nettes des Membres en développement importateurs

Un Membre en développement importateur peut, après l'avoir dûment notifié au Conseil avant le début d'une année contingentaire, exporter plus de sucre qu'il n'en importe, à condition qu'à la fin de cette année contingentaire ses exportations nettes ne dépassent pas 10 000 tonnes. Cette quantité qu'il a le droit d'exporter n'est pas considérée comme un tonnage de base d'exportation et n'est sujette à aucun ajustement au titre du présent chapitre. Les Membres intéressés doivent toutefois se conformer aux conditions que le Conseil peut prescrire touchant les exportations des Membres exportateurs.

Article 39

Réserve pour situations critiques

1. Le Conseil crée un Comité spécial de la réserve pour situations critiques (ci-après dénommé dans le présent article "Comité spécial"), présidé par le Directeur exécutif et chargé d'examiner les demandes des Membres en développement exportateurs qui se trouvent dans une situation critique par suite de difficultés

particulières et qui ont temporairement besoin d'être autorisés à exporter des quantités supérieures à leurs contingents en vigueur ou à celles qu'ils ont le droit d'exporter au titre d'autres dispositions du présent Accord. Le Comité spécial peut procéder à des attributions pour aider ces Membres en développement exportateurs jusqu'à concurrence de 200 000 tonnes au total pendant la première année contingentaire du présent Accord et de 300 000 tonnes au total au cours de chacune des années contingentaires suivantes.

2. Le Comité spécial se compose de six Membres au plus. En choisissant les membres du Comité, le Conseil s'assure qu'ils ne représentent aucun intérêt susceptible d'être touché par une décision concernant les attributions visées au paragraphe 1 du présent article.

3. En procédant à des attributions au titre du présent article, le Comité spécial tient compte de façon générale de la situation qui règne sur le marché et s'efforce d'éviter d'affaiblir encore un marché déjà faible, mais il peut procéder à des attributions quelle que soit la situation du marché. A moins qu'il ne la modifie par un vote spécial, le Conseil donne effet à la décision du Comité spécial.

4. Les attributions au titre du présent article sont exclusivement réservées aux Membres en développement dont les tonnages de base d'exportation ou les quantités qu'ils ont le droit d'exporter au titre d'autres dispositions du présent Accord n'excèdent pas 300 000 tonnes.

5. Aux fins des différentes attributions auxquelles il peut être procédé conformément au présent article, la priorité est accordée aux petits Membres en développement dont les recettes d'exportation dépendent largement de leurs exportations de sucre. De même, les demandes émanant de Membres dont l'économie est de plus en plus tributaire du sucre sont spécialement prises en considération.

6. Le solde des attributions auxquelles il peut être procédé au titre du présent article peut être alloué, conformément aux principes et aux procédures énoncés aux paragraphes 1 et 2 du présent article, aux Membres en développement exportateurs qui apportent au Comité spécial la preuve qu'ils se trouvent dans une situation critique. L'intention d'accroître la capacité de production d'une branche d'industrie ne justifie pas en soi une attribution au titre du présent paragraphe.

7. Une attribution au titre du présent article n'est pas considérée comme une augmentation du tonnage de base d'exportation du Membre intéressé. Elle fait partie du contingent en vigueur dudit Membre, et ce contingent en vigueur n'est sujet à aucune réduction au titre du paragraphe 3 de l'article 44 pendant l'année contingentaire en question.

Article 40

Etablissement et attribution du contingent global

1. Avant le 20 novembre de chaque année contingentaire, le Conseil adopte une estimation des besoins nets d'importation du marché libre pour l'année contingentaire suivante. A cette fin, il tient compte de tous les facteurs pertinents qui influencent la demande et l'offre de sucre, notamment des tendances de la consommation, des prévisions de variation des stocks et des tendances courantes et escomptées des prix.

2. Le Conseil établit alors un contingent global, qui correspond à l'estimation calculée conformément au paragraphe 1 du présent article, déduction faite de la somme

a) du volume escompté des exportations vers le marché libre en provenance des Membres figurant dans la liste de l'annexe II;

b) du volume escompté de toutes autres exportations vers le marché libre autorisées en vertu du présent Accord autres que les contingents en vigueur; et

c) du volume escompté des exportations de non-membres vers le marché libre.

Ce faisant, le Conseil n'est pas tenu par les limitations stipulées à l'article 41.

3. Si, au 25 novembre de l'année contingentaire, le Conseil n'est pas arrivé à un accord sur un contingent global pour l'année contingentaire suivante, le Directeur exécutif soumet une proposition au Conseil, qui prend une décision par un vote spécial. Si, au 1er décembre de l'année contingentaire, le Conseil n'est pas arrivé à un accord, le contingent global pour l'année contingentaire suivante est fixé au niveau du contingent global en vigueur à cette date.

4. Chaque fois qu'un contingent global a été établi ou a fait ultérieurement l'objet d'un ajustement, le Directeur exécutif répartit ce contingent entre les Membres exportateurs figurant dans la liste de l'annexe I au prorata de leurs tonnages de base d'exportation, sous réserve des ajustements requis ou autorisés en vertu d'autres dispositions du présent Accord.

5. Sous réserve des dispositions de l'article 43, toute déduction opérée sur le contingent en vigueur d'un Membre en vertu d'autres dispositions du présent Accord est redistribuée, au prorata de leurs tonnages de base d'exportation, entre les autres Membres exportateurs figurant dans la liste de l'annexe I qui sont en mesure d'accepter une augmentation de leur contingent en vigueur.

Article 41

Droits minimaux d'exportation

1. Le contingent d'exportation des Membres figurant dans la liste de l'annexe I ne peut être initialement établi en vertu de l'article 40, ni ultérieurement réduit en vertu de l'article 44, à un niveau inférieur à 85 p. 100 du tonnage de base d'exportation de ces Membres, si ce n'est en application des dispositions des paragraphes 2, 4 et 7 du présent article et étant entendu qu'aucune réduction de contingent en vertu du présent article ou de l'article 44 ne peut avoir pour effet de ramener le contingent en vigueur à un chiffre inférieur à 70 000 tonnes.

2. Si le prix pratiqué reste inférieur à 11 cents la livre pendant 75 jours de bourse consécutifs au cours des deux premières années contingentaires du présent Accord, les contingents en vigueur subiront une réduction additionnelle de 2,5 p. 100 du montant total des tonnages de base d'exportation des Membres intéressés, à moins que le Conseil n'en décide autrement et sous réserve des paragraphes 3 et 4 du présent article et du paragraphe 1 de l'article 42.

3. Nonobstant les dispositions du paragraphe 2 du présent article, les contingents en vigueur des Membres exportateurs figurant dans la liste de l'annexe I dont la moyenne des exportations nettes sur le marché libre pendant la période 1974-1976 représentait au moins 60 p. 100 de la moyenne de leur production pendant ces années ne seront pas ramenés, en vertu des articles 40 et 44, à un niveau inférieur à 85 p. 100 de leurs tonnages de base d'exportation, à moins que ces Membres n'acceptent la réduction additionnelle prévue au paragraphe 2 du présent article.

4. La réduction de contingent prévue au paragraphe 2 du présent article qui n'est pas acceptée par les Membres visés au paragraphe 3 du présent article sera redistribuée entre les autres Membres figurant dans la liste de l'annexe I, sous réserve du paragraphe 1 de l'article 42, jusqu'à concurrence d'une réduction additionnelle totale du contingent en vigueur de chacun de ces autres Membres n'excédant pas 1 p. 100 de son tonnage de base d'exportation.

5. Si les paragraphes 2 et 4 du présent article sont appliqués au cours de la première ou de la deuxième année contingentaire, les Membres visés au paragraphe 3 du présent article qui n'acceptent pas la réduction additionnelle ne participeront à aucune augmentation ultérieure de contingent, que celle-ci soit opérée en vertu de l'article 43 ou de l'article 44 et qu'elle intervienne pendant la même année contingentaire ou ultérieurement, jusqu'à concurrence du montant de la réduction additionnelle qu'ils n'auront pas acceptée. Lors de ces augmentations de contingent, le montant en question sera d'abord distribué entre les Membres qui auront subi une réduction de contingent en vertu du paragraphe 4 du présent article; ensuite, toutes ces augmentations des contingents en vigueur seront réparties conformément aux dispositions du paragraphe 4 de l'article 40.

6. Pour le calcul des résultats d'exportation aux fins du paragraphe 2 de l'article 34, le montant total des exportations nettes de chacun des Membres visés au paragraphe 3 du présent article qui n'auront pas accepté la réduction additionnelle au titre du paragraphe 2 du présent article sera diminué du montant de la réduction qu'il n'aura pas acceptée et les résultats d'exportation de chacun des autres Membres figurant dans la liste de l'annexe I qui auront subi une réduction de contingent en vertu du paragraphe 4 du présent article seront augmentés du montant de la réduction additionnelle qu'il aura subie en conséquence.

7. Les limitations prévues aux paragraphes 1, 2 et 3 du présent article ne s'appliquent pas quand des déductions sur les contingents en vigueur pour une année contingentaire doivent etre opérées conformément au paragraphe 5 de l'article 45 ou au paragraphe 8 de l'article 46.

Article 42

Notification et action en cas de non-utilisation de contingents

1. Chaque Membre exportateur figurant dans la liste de l'annexe I indique régulièrement au Conseil s'il compte utiliser la totalité de son contingent en vigueur et, dans la négative, la fraction de ce contingent qui, selon ses prévisions, sera utilisée. A cette fin, il adresse au Conseil deux notifications au moins au cours de chaque année contingentaire : la première, aussitôt que possible après que le contingent global a été établi et attribué en vertu de l'article 40, et au plus tard le 15 mai; la seconde, aussitôt que possible après le 15 mai, et au plus tard le 30 septembre. La différence entre la quantité

notifiée en vertu du présent paragraphe et le contingent en vigueur avant la notification est considérée comme un déficit, et le contingent en vigueur du Membre intéressé est réduit d'autant. Le contingent en vigueur d'un Membre dont le contingent en vigueur a été réduit en vertu du présent paragraphe ne peut être réduit davantage en application des articles 40, 41 ou 44, tant que les contingents en vigueur des autres Membres n'auront pas été ramenés au même pourcentage de leurs tonnages de base d'exportation.

2. Si, au 15 mai, un Membre exportateur n'a pas adressé au Conseil la notification requise au paragraphe 1 du présent article, ses droits de vote sont suspendus pour le reste de l'année contingentaire en cours.

3. Si un Membre exportateur n'adresse pas au Conseil, entre le 15 mai et le 30 septembre, la notification requise au paragraphe 1 du présent article, il ne peut bénéficier d'aucune augmentation ultérieure de contingent au cours de ladite année contingentaire.

4. Si, pour le 30 septembre, un Membre exportateur notifie au Conseil, en vertu du paragraphe 1 du présent article, qu'il compte utiliser une quantité supérieure à celle qu'il avait notifiée au Conseil pour le 15 mai, il a le droit d'exporter la différence entre les quantités indiquées dans les deux notifications, sous réserve des dispositions suivantes :

a) si la différence ne dépasse pas 10 000 tonnes, le Conseil ne prend pas d'autre décision;

b) si la différence dépasse 10 000 tonnes, le Membre exportateur en question reçoit la priorité dans toutes redistributions de déficits qui peuvent avoir lieu par la suite au cours de l'année contingentaire considérée jusqu'à concurrence du montant du dépassement;

c) le contingent en vigueur du Membre en question pour l'année contingentaire considérée est relevé des montants résultant de l'application de l'alinéa a) ou de l'alinéa b) du présent paragraphe;

d) s'il n'est procédé à aucune redistribution de déficits, la différence entre le dépassement total et 10 000 tonnes est imputée sur le contingent en vigueur du Membre en question pour l'année contingentaire suivante;

e) tout dépassement en vertu des dispositions du présent paragraphe n'est pas considéré comme un dépassement au sens de l'article 45.

5. Si les exportations nettes d'un Membre exportateur sur le marché libre au cours d'une année contingentaire sont inférieures à son contingent en vigueur au 1er octobre de ladite année, diminué de toute déduction nette effectuée ultérieurement en application de l'article 44, la différence, sous réserve des paragraphes 6 et 7 du présent article, est déduite de la quantité totale de sucre qui, autrement, aurait été attribuée à ce Membre au cours de l'année contingentaire suivante du fait des augmentations de contingent opérées en vertu des dispositions pertinentes du présent Accord.

6. Il n'est opéré de déduction au titre du paragraphe 5 du présent article que dans la mesure où la différence visée audit paragraphe dépasse 10 000 tonnes ou 5 p. 100 du contingent en vigueur au 1er octobre du Membre intéressé jusqu'à concurrence de 30 000 tonnes, le plus élevé de ces deux chiffres étant retenu.

7. Le Conseil peut décider de ne pas appliquer les dispositions des paragraphes 2, 3 et 5 du présent article, si les explications fournies par le Membre en cause le convainquent que des raisons de force majeure ou d'autres circonstances particulières ont empêché ce Membre de remplir ses obligations.

8. Le Conseil peut, après consultation avec un Membre exportateur, conclure que ce Membre sera dans l'incapacité d'utiliser tout ou partie de son contingent en vigueur. Cette conclusion du Conseil n'a pas pour effet de réduire le contingent en vigueur du Membre intéressé ni de priver ce Membre de son droit d'utiliser pleinement ce contingent pendant le reste de l'année contingentaire. Une conclusion formulée par le Conseil en vertu du présent paragraphe ne dégage pas le Membre intéressé des obligations que le paragraphe 1 du présent article lui impose et ne l'exempte pas de l'application des mesures prévues aux paragraphes 2, 3 et 5 du présent article.

Article 43

Redistribution des déficits

1. Le Conseil décide si les déficits déclarés en application de l'article 42 doivent ou non être redistribués en totalité ou en partie. Ce faisant, il tient compte de la tendance des prix et de leurs mouvements probables. Toutefois, à moins que le Conseil n'en décide autrement,

a) il n'y a pas redistribution de déficits quand et aussi longtemps que le prix pratiqué est inférieur à 12 cents la livre;

b) tous les déficits sont redistribués automatiquement quand et aussi longtemps que le prix pratiqué est supérieur à 12 cents la livre.

2. La redistribution des déficits ne se fait qu'entre ceux des Membres exportateurs figurant dans la liste de l'annexe I qui sont en mesure d'accepter les augmentations consécutives de leur contingent en vigueur. Sous réserve du paragraphe 5 de l'article 41, des paragraphes 3 et 4 de l'article 42 et du paragraphe 3 du présent article, la redistribution se fait sur la base suivante :

a) au prorata des tonnages de base d'exportation de tous ces Membres exportateurs jusqu'à ce que leurs contingents en vigueur rejoignent le niveau de leurs tonnages de base individuels d'exportation;

b) ensuite, 20 p. 100 des déficits qui doivent être redistribués sont attribués exclusivement aux Membres en développement exportateurs au prorata de leurs tonnages de base d'exportation et les 80 p. 100 restants sont attribués à tous les Membres exportateurs participant à la redistribution au prorata de leurs tonnages de base d'exportation,

étant entendu que, si les contingents en vigueur sont ultérieurement réduits, les dispositions des alinéas a) et b) du présent paragraphe s'appliquent en sens inverse.

3. Chaque fois que des déficits sont redistribués, les déficits déclarés par des Membres en développement exportateurs dont le tonnage de base d'exportation n'excède pas 180 000 tonnes sont d'abord redistribués, au prorata de leurs tonnages de base d'exportation, entre tous les autres Membres de cette catégorie qui sont en mesure d'accepter une augmentation de leur contingent en vigueur. Les déficits qui ne sont pas absorbés par cette première redistribution sont alors redistribués conformément au paragraphe 2 du présent article.

Article 44

Mécanisme de stabilisation du prix

1. Le Conseil suit l'évolution du marché et il intervient ainsi qu'il est prévu dans le présent chapitre afin de maintenir le prix sur le marché libre entre 11 et 21 cents la livre.

A. Mécanisme de contingentement

2. Le Conseil peut revoir le niveau du contingent global à tout moment au cours de chaque année contingentaire et, en tout état de cause, le revoit à sa première session ordinaire de l'année contingentaire. Il peut ajuster ce niveau selon qu'il le juge approprié. Il intervient normalement avant les mesures automatiques envisagées aux paragraphes 3 et 4 du présent article et il peut, s'il le juge approprié, échelonner la mise en application des mesures prévues au paragraphe 3. Le Conseil revoit également et, s'il en décide ainsi, ajuste le niveau du contingent global lors de toute modification de la liste des Membres exportateurs de l'Organisation.

3. A moins que le Conseil n'en décide autrement, les dispositions suivantes s'appliquent :

a) quand le prix pratiqué, après avoir été à des niveaux supérieurs,

i) descend au-dessous de 13 cents la livre, le contingent global est réduit de 5 %;

ii) descend au-dessous de 12 cents la livre, le contingent global est réduit de 5 %;

iii) descend au-dessous de 11,50 cents la livre, le contingent global est réduit de 5 %;

b) quand le prix pratiqué, après avoir été à des niveaux inférieurs,

i) passe au-dessus de 13 cents la livre, le contingent global est relevé de 5 %;

ii) passe au-dessus de 14 cents la livre, le contingent global est relevé de 5 %;

iii) passe au-dessus de 14,50 cents la livre, le contingent global est relevé de 5 %;

c) nonobstant les dispositions de l'alinéa a) du présent paragraphe, quand le prix pratiqué est inférieur à 11 cents la livre, les contingents en vigueur des Membres exportateurs figurant dans la liste de l'annexe I sont limités aux quantités minimales qu'ils ont le droit d'exporter conformément à l'article 41.

4. Le Conseil a le pouvoir discrétionnaire de suspendre les contingents et autres restrictions à l'exportation imposées en vertu de l'une quelconque des dispositions du présent Accord, chaque fois que le prix pratiqué se situe entre 14 et 15 cents la livre, mais toutes ces restrictions sont suspendues dès que le prix pratiqué dépasse 15 cents la livre. Inversement, chaque fois que le prix pratiqué est inférieur à 15 cents la livre, le Conseil a le pouvoir discrétionnaire de fixer le cours à partir duquel les contingents et autres restrictions à l'exportation sont établis ou rétablis, étant entendu que toutes ces restrictions sont imposées si le prix pratiqué descend au-dessous de 14 cents la livre.

5. Nonobstant les dispositions des paragraphes 2 et 3 du présent article, il n'est pas opéré d'ajustement du volume du contingent global pour une année contingentaire donnée dans les 45 derniers jours de cette année contingentaire.

6. Le Directeur exécutif notifie à tous les Membres exportateurs figurant dans la liste de l'annexe I leur contingent en vigueur et toute modification qui y serait apportée en application du présent chapitre.

B. Ecoulement des stocks spéciaux

7. A moins que le Conseil n'en décide autrement, les dispositions suivantes s'appliquent :

a) si, après avoir été au-dessous de ce niveau, le prix pratiqué remonte au-dessus de 19 cents la livre, les Membres exportateurs qui détiennent des stocks en application de l'article 46 mettent à la disposition du marché libre, aux fins de vente rapide et de prompte expédition, les stocks qu'ils détiennent en application dudit article, jusqu'à concurrence d'un tiers du niveau global spécifié au paragraphe 3 dudit article;

b) si le prix pratiqué monte au-dessus de 20 cents la livre, ces Membres exportateurs mettent à la disposition du marché libre, aux fins de vente rapide et de prompte expédition, le reste des stocks qu'ils détiennent en application de l'article 46, jusqu'à concurrence d'une quantité qui, ajoutée aux stocks qu'ils ont précédemment écoulés en application de l'alinéa a) du présent paragraphe, représente les deux tiers du niveau global spécifié au paragraphe 3 de l'article 46;

c) si le prix pratiqué monte au-dessus de 21 cents la livre, ces Membres exportateurs mettent à la disposition du marché libre, aux fins de vente rapide et de prompte expédition, le solde des stocks qu'ils détiennent à cette date en application de l'article 46.

8. La priorité prévue au paragraphe 2 de l'article 60 s'applique quand il y a écoulement des stocks conformément au paragraphe 7 du présent article.

9. Chaque fois qu'un Membre exportateur qui détient des stocks en application de l'article 46 écoule ces stocks conformément au paragraphe 7 du présent article, il le notifie au Conseil et lui remet copie des documents d'expédition indiquant la quantité écoulée.

Article 45

Obligations correspondant aux contingents et aux droits d'exportation et cas de dépassement des exportations nettes

1. Chacun des Membres exportateurs figurant dans la liste de l'annexe I et chaque Membre qui a le droit d'exporter sur le marché libre en vertu de l'une quelconque des dispositions pertinentes du chapitre IX ou du chapitre X veillent à ne pas dépasser, à la fin d'une année contingentaire donnée, leur contingent en vigueur ou la quantité qu'ils ont le droit d'exporter, selon le cas. A cette fin, aucun de ces Membres exportateurs ne doit, avant l'établissement et l'attribution des contingents globaux en vertu de l'article 40 pour une année contingentaire donnée, s'engager à exporter sur le marché libre pendant ladite année plus que la quantité minimale qu'il a le droit d'exporter conformément à l'article 41. En outre, chacun de ces Membres exportateurs adopte les mesures additionnelles que le Conseil, par un vote spécial, peut arrêter pour que le contingentement soit dûment respecté.

2. Un Membre exportateur dont les exportations nettes sur le marché libre ne dépassent pas son contingent en vigueur ou la quantité qu'il a le droit d'exporter pour l'année contingentaire considérée de plus de 10 000 tonnes ou de 5 p. 100 de son tonnage de base d'exportation ou de la quantité qu'il a le droit d'exporter, le montant moins élevé étant retenu, n'est pas considéré comme ayant enfreint le paragraphe 1 du présent article. De même, si un des Membres exportateurs figurant dans la liste de l'annexe I ne peut appliquer pleinement la réduction de contingent découlant de l'application des articles 40, 41 et 44 parce qu'au moment de la réduction, il avait déjà exporté ou vendu sur le marché libre, au titre de son contingent en vigueur antérieur, des quantités de sucre en sus de son contingent réduit, et si son contingent en vigueur à la fin de l'année contingentaire considérée est également inférieur au montant de ces engagements antérieurs, l'écart entre les deux n'est pas considéré comme une infraction au paragraphe 1 du présent article.

3. Tout dépassement d'exportations nettes qui reste en deçà de la quantité pertinente définie au paragraphe 2 du présent article est imputé sur le contingent en vigueur du Membre intéressé où sur la quantité que ce Membre a le droit d'exporter pour l'année contingentaire suivante.

4. Le premier dépassement d'exportations nettes au-delà de la quantité visée au paragraphe 2 du présent article est de même imputé sur le contingent en vigueur du Membre intéressé pour l'année contingentaire suivante, cette imputation étant opérée sans préjudice des dispositions de l'article 71.

5. Si un des Membres exportateurs figurant dans la liste de l'annexe I dépasse une deuxième fois ou à d'autres reprises son contingent en vigueur à la fin d'une année contingentaire, un tonnage égal au dépassement de la quantité pertinente définie au paragraphe 2 du présent article est imputé sur le contingent en vigueur

de ce Membre pour l'année contingentaire suivante. En outre, à moins que le Conseil, par un vote spécial, ne décide d'admettre une déduction moindre, un tonnage égal au dépassement sera déduit du contingent en vigueur de ce Membre pour l'année suivante. Les importations ou déductions au titre du présent paragraphe s'entendent sans préjudice des dispositions de l'article 71.

6. Si les contingents n'ont pas été applicables durant une partie d'une année contingentaire, mais qu'ils le deviennent ou le redeviennent avant la fin de ladite année et qu'un des Membres exportateurs figurant dans la liste de l'annexe I ait dépassé son contingent en vigueur avant la fin de l'année considérée, la quantité à imputer sur son contingent en vigueur pour l'année contingentaire suivante correspond au dépassement calculé, moins :

a) toute quantité exportée durant la période de suspension des contingents, et

b) toute quantité exportée durant la période d'application des contingents par suite de ventes conclues au cours de la période de suspension des contingents, à condition que l'exportation ait eu lieu dans les 90 jours à compter de la date de la vente.

7. Chaque Membre exportateur figurant dans la liste de l'annexe I et chaque Membre qui a le droit d'exporter sur le marché libre en vertu de l'une quelconque des dispositions pertinentes du chapitre IX ou du chapitre X notifient au Conseil, avant le 1er avril de chaque année contingentaire, le montant de leurs exportations nettes ou de leurs exportations, selon le cas, pour l'année contingentaire précédente, afin de permettre au Conseil de déterminer si les dispositions du paragraphe 1 du présent article ont été respectées.

CHAPITRE XI - STOCKS

Article 46

Stocks spéciaux

1. Les pays exportateurs figurant dans la liste de l'annexe I doivent, quand ils deviennent Membres, constituer des stocks spéciaux conformément au présent article aux fins de l'article 44. Tout Membre figurant dans la liste de l'annexe II peut, s'il le notifie au Conseil, détenir jusqu'à 10 000 tonnes de stocks spéciaux, auquel cas il a tous les droits et obligations relatifs aux stocks spéciaux découlant du présent Accord.

2. Les stocks spéciaux consistent en sucre franc de tout engagement et s'ajoutent aux quantités de sucre que les Membres exportateurs intéressés détiennent pour les besoins de la consommation intérieure et aux fins des arrangements spéciaux visés au chapitre IX. Chacun de ces Membres exportateurs peut détenir les stocks spéciaux soit sur son territoire, soit sur le territoire de tout autre pays, à condition que, dans chaque cas, la quantité détenue soit sujette à vérification conformément à l'article 47.

3. a) Le montant global des stocks spéciaux qui doivent être détenus par les pays exportateurs figurant dans la liste de l'annexe I est de 2,5 millions de tonnes et, sous réserve de l'alinéa b) du présent paragraphe, est réparti entre ces pays au prorata de leurs tonnages de base d'exportation.

b) Aux fins de la répartition et de l'ajustement visés respectivement aux alinéas a) et c) du présent paragraphe, il n'est pas tenu compte des 70 000 premières tonnes du tonnage de base d'exportation d'un Membre en développement exportateur dont le tonnage de base d'exportation n'excède pas 180 000 tonnes, étant entendu cependant que ce Membre peut, s'il adresse au Conseil une notification en ce sens dans un délai de six mois après être devenu Membre, obtenir que le niveau de ses stocks spéciaux soit déterminé au prorata de la totalité de son tonnage de base d'exportation. Tout Membre figurant dans la liste de l'annexe II à qui un tonnage de base d'exportation n'excédant pas 180 000 tonnes est attribué conformément au paragraphe 4 de l'article 35 peut également obtenir que le niveau de ses stocks spéciaux soit déterminé au prorata de la totalité de son tonnage de base d'exportation, s'il adresse au Conseil une notification en ce sens dans un délai de six mois à compter de l'attribution de ce tonnage de base d'exportation. Ces notifications sont irrévocables pendant toute la durée du présent Accord.

c) Si un ou plusieurs pays exportateurs figurant dans la liste de l'annexe I ne deviennent pas Membres dans les six mois qui suivent l'entrée en vigueur du présent Accord, ou chaque fois qu'un changement intervient dans la liste des exportateurs, les obligations en matière de stocks spéciaux des Membres exportateurs figurant dans la liste de l'annexe I sont ajustées au prorata de leurs tonnages de base d'exportation de la quantité nécessaire pour que le montant global des stocks spéciaux détenus par les Membres exportateurs figurant dans la liste de l'annexe I soit maintenu à 2,5 millions de tonnes, étant entendu qu'aucun Membre ne peut être tenu de relever le niveau de ses stocks spéciaux de plus de 7 % par rapport à ce que ce niveau serait si tous les pays exportateurs figurant dans la liste de l'annexe I étaient Membres.

4. Tout Membre exportateur peut volontairement détenir au titre des stocks spéciaux des quantités de sucre qui excèdent ses obligations que le paragraphe 3 du présent article lui impose, sous réserve que le Conseil ait approuvé, par un vote spécial, ce stockage supplémentaire. Si le Conseil approuve le stockage supplémentaire, ce Membre a, en ce qui concerne ledit stockage, tous les droits et obligations qui sont les siens en vertu du présent Accord en ce qui concerne les stocks spéciaux.

5. Pour que les stocks spéciaux soient constitués aussi rapidement que possible, le Conseil prévoit, dans son règlement intérieur, des dispositions concernant la constitution initiale des stocks spéciaux, leur maintien et leur reconstitution après écoulement en application du paragraphe 7 de l'article 44, et il prescrit des procédures destinées à assurer l'exécution des obligations découlant du présent article, étant entendu qu'il n'y a pas accumulation de stocks spéciaux quand les contingents et autres restrictions à l'exportation ne sont pas applicables. A moins que le Conseil, par un vote spécial, n'en décide autrement, et avec la réserve énoncée dans la première phrase du présent paragraphe, les stocks spéciaux totaux sont constitués par chacun des Membres intéressés de la manière suivante :

a) 40 % au moins de son obligation totale de stockage au cours des 12 premiers mois pendant lesquels des contingents sont applicables après l'entrée en vigueur du présent Accord ou l'écoulement de stocks spéciaux en application du paragraphe 7 de l'article 44;

b) 80 % au moins de son obligation totale de stockage au cours des 24 premiers mois pendant lesquels des contingents sont applicables après l'entrée en vigueur du présent Accord ou l'écoulement de stocks spéciaux en application du paragraphe 7 de l'article 44; et

c) le solde de son obligation totale de stockage au cours des 36 premiers mois pendant lesquels des contingents sont applicables après l'entrée en vigueur du présent Accord ou l'écoulement de stocks spéciaux en application du paragraphe 7 de l'article 44.

6. Si, par suite de circonstances particulières, un Membre exportateur estime ne pas être en mesure de constituer pendant une année contingentaire donnée les stocks spéciaux prévus au paragraphe 5 du présent article, il expose sa situation au Conseil, qui peut, par un vote spécial, modifier pour une période déterminée le volume des stocks spéciaux que ce Membre doit détenir.

7. Dans des circonstances particulières le Conseil peut, par un vote spécial, autoriser des Membres exportateurs à écouler une partie de leurs stocks spéciaux dans des cas autres que ceux qui sont prévus au paragraphe 7 de l'article 44. Le Conseil arrête alors le calendrier suivant lequel ces stocks seront reconstitués dans les proportions requises.

8. Si un Membre exportateur n'a pas satisfait à ses obligations en ce qui concerne la constitution et le maintien de stocks spéciaux, ainsi qu'il ressort d'une vérification effectuée conformément à l'article 47, la quantité manquante est déduite de son contingent alors en vigueur, si les contingents sont applicables, ou de ce qui sera son contingent en vigueur dès que les contingents seront de nouveau applicables. Si un Membre exportateur manque une deuxième fois ou à d'autres reprises à ses obligations, le double de la quantité manquante est déduit de son contingent alors en vigueur, si les contingents sont applicables, ou de ce qui sera son contingent en vigueur dès que les contingents seront de nouveau applicables.

En outre, les droits de vote d'un Membre exportateur qui manque à ses obligations une deuxième fois ou à d'autres reprises sont suspendus jusqu'à ce que ce Membre ait satisfait à ses obligations et que le Conseil ait décidé de rétablir les droits de vote dudit Membre.

9. Si, après l'écoulement total ou partiel des stocks spéciaux conformément au paragraphe 7 de l'article 44, les contingents et autres restrictions à l'exportation sont de nouveau applicables, le Conseil peut décider, par un vote spécial, que les stocks spéciaux doivent être reconstitués d'une manière différente de celle qui est prescrite au paragraphe 5 du présent article.

Article 47

Vérification des stocks

1. Chaque Membre exportateur qui détient des stocks spéciaux conformément à l'article 46 remet au Fonds créé en application de l'article 49 des certificats délivrés par le gouvernement du Membre et attestant l'existence des stocks, pour la quantité de sucre qu'il détient en vertu de l'article 46.

2. Les certificats remis au Fonds conformément au paragraphe 1 du présent article sont sujets à vérification au moyen d'inspections effectuées sur place par des inspecteurs indépendants désignés à cette fin par le Conseil et agréés par le Membre exportateur intéressé. Le Conseil établit pour ces inspections un calendrier prévoyant au moins une inspection annuelle dans les 30 jours qui précèdent la récolte de sucre de chaque Membre exportateur n'ayant qu'une seule récolte annuelle de sucre. Pour les Membres qui ont deux récoltes ou plus, les inspections doivent avoir lieu dans les 30 jours qui précèdent le début de chaque récolte et, pour les Membres qui ont un cycle continu de récolte, au moins deux fois par année contingentaire.

3. Le Conseil peut fixer d'autres règles pour la vérification des stocks spéciaux.

Article 48

Stocks maximaux

1. Chacun des Membres exportateurs figurant dans la liste de l'annexe I s'engage à ajuster sa production de manière

a) que les stocks totaux détenus par lui en sus des stocks qu'il détient à titre de stocks spéciaux conformément à l'article 46 ne dépassent pas, à une date fixe de chaque année précédant immédiatement le début de la nouvelle récolte, cette date étant arrêtée en accord avec le Conseil, une quantité égale à 20% de sa production de l'année civile précédente ou de sa production moyenne des quatre années civiles précédentes, le plus élevé de ces chiffres étant retenu;

b) que la quantité de sucre détenue par lui en sus des stocks nécessaires aux besoins de sa consommation intérieure et des stocks qu'il détient à titre de stocks spéciaux conformément à l'article 46 ne dépasse pas, à une date fixe de chaque année précédant immédiatement le début de la nouvelle récolte, cette date étant arrêtée en accord avec le Conseil, une quantité égale à 20 % de ses exportations totales pour l'année civile précédente ou de la moyenne de ses exportations totales de sucre pendant les quatre années civiles précédentes, le plus élevé de ces chiffres étant retenu.

2. Chacun des pays exportateurs figurant dans la liste de l'annexe I notifie au Conseil, au moment où il devient Membre, celle des deux formules du paragraphe 1 du présent article qu'il accepte comme lui étant applicable.

3. Sur demande d'un de ces Membres exportateurs, le Conseil peut, s'il l'estime justifié par des circonstances particulières, autoriser ce Membre à détenir des quantités supérieures à celles qu'il détient en application du paragraphe 1 du présent article.

4. Au cours de la renégociation visée au paragraphe 2 de l'article 34, le Conseil examinera le fonctionnement du présent article et, au besoin, révisera par un vote spécial les limitations énoncées au paragraphe 1 du présent article.

CHAPITRE XII - FONDS DE FINANCEMENT DES STOCKS

Article 49

Création du Fonds de financement des stocks

1. Il est créé un fonds de financement des stocks destiné à fournir une assistance financière, conformément à l'article 53, aux Membres exportateurs qui détiennent des stocks spéciaux conformément à l'article 46.

2. Le Fonds a son siège au siège de l'Organisation et l'accord relatif au siège, mentionné au paragraphe 2 de l'article 5, lui est applicable en tant qu'organe subsidiaire de l'Organisation.

3. Le Fonds est régi par les dispositions du présent chapitre et par le règlement intérieur, les règlements et instructions que le Conseil peut adopter, par un vote spécial, en vue de l'application des dispositions du présent chapitre.

4. Les dispositions du présent chapitre entreront en vigueur le premier jour du premier mois qui suivra l'expiration d'un délai de 180 jours à compter de l'entrée en vigueur du présent Accord.

5. Sans préjudice de l'article 80 et à moins que le Conseil n'en décide autrement par un vote spécial, les droits de vote d'un Membre qui manque à ses obligations en vertu du présent chapitre sont suspendus jusqu'à ce qu'il se soit acquitté de ses obligations.

Article 50

Gestion du Fonds

1. Les comptes du Fonds sont séparés de tous les autres comptes de l'Organisation.

2. Les dépenses administratives du Fonds sont imputées sur le compte du Fonds et approuvées par le Conseil indépendamment du budget administratif visé à l'article 24.

3. Les dispositions de l'article 26 régissent la vérification des comptes du Fonds. Le Conseil ou le Directeur exécutif peuvent faire procéder à une vérification plus fréquente de ces comptes, s'ils le jugent nécessaire.

4. Le Conseil, après avoir consulté le Directeur exécutif, nomme l'Administrateur du Fonds par un vote spécial et fixe ses conditions d'engagement. L'Administrateur est soumis aux dispositions des paragraphes 4 et 5 de l'article 22. Dans le cadre des dispositions du présent chapitre et conformément au règlement intérieur, aux règlements et instructions que le Conseil peut adopter en application du paragraphe 3 de l'article 49, l'Administrateur du Fonds est responsable de la gestion du Fonds devant le Directeur exécutif.

Article 51

Contributions au Fonds

1. Il est versé au Fonds, conformément aux dispositions du présent article, une contribution sur le sucre écoulé sur le marché libre exporté ou importé par les Etats membres sur leur territoire douanier. Le taux de la contribution est de 0,28 cent par livre de sucre brut tel quel; il est ajusté pour le sucre blanc et raffiné selon le ou les facteurs établis par le règlement intérieur. A tout moment après le 1er janvier 1979, le Conseil peut, par un vote spécial, relever ou abaisser le taux de la contribution, à condition que le Fonds reste en mesure de faire face aux paiements requis en vertu du présent chapitre, et à condition en outre que, s'il est relevé, ce taux ne dépasse pas 0,33 cent par livre; le Conseil peut, par un vote spécial, suspendre la contribution si elle n'est plus nécessaire pour faire face aux paiements requis en vertu du présent chapitre.

2. Sous réserve du paragraphe 4 du présent article, aucun Membre n'autorise l'importation de sucre en provenance du marché libre sur son territoire douanier si cette importation n'est pas accompagnée d'un certificat délivré par le Conseil attestant que la contribution correspondante a été versée au Fonds.

3. Sous réserve du paragraphe 5 du présent article, aucun Membre exportateur ni aucun Membre importateur qui a le droit d'exporter sur le marché libre conformément au chapitre IX n'autorise l'exportation en provenance de son territoire douanier de sucre écoulé sur le marché libre dont il ne peut être prouvé qu'il est destiné à être importé par des Membres, si cette exportation n'est pas accompagnée d'un certificat délivré par le Conseil attestant que la contribution correspondante a été versée au Fonds.

4. Les importations destinées à la consommation intérieure des Membres importateurs appartenant à la catégorie des pays en développement les moins avancés, définie par l'Organisation des Nations Unies, ne sont pas soumises au paiement d'une contribution, étant entendu que ces Membres appliquent la procédure de l'attestation prévue au paragraphe 2 du présent article de la manière prescrite dans le règlement intérieur.

5. Le Conseil prévoit, dans son règlement intérieur, la délivrance de certificats uniformes de contribution et le recouvrement des contributions par des agents agréés. Ce règlement assure en outre qu'une même quantité de sucre ne fera pas l'objet d'une double contribution. Il tient compte des pratiques en vigueur dans le commerce du sucre et est conçu de manière à éviter que les échanges de sucre ne soient entravés, tout en assurant le bon fonctionnement du système des contributions. Il renferme aussi des dispositions concernant les exportations ou importations de sucre écoulé sur le marché libre qui passent par des pays de transit, que le sucre soit ou non raffiné dans ces pays.

6. Les contributions sont versées en monnaies libremert convertibles et ne sont pas assujetties au contrôle des changes.

Article 52

Ressources additionnelles du Fonds

1. Le Conseil peut accepter des contributions volontaires non assorties de conditions, de quelque source que ce soit.

2. Pour procurer au Fonds des crédits de soudure afin de combler un écart passager entre les rentrées et les sorties, le Conseil peut, par un vote spécial, décider d'emprunter à des sources privées, à des gouvernements ou à des institutions internationales de financement, étant entendu qu'aucun Membre n'a à répondre des obligations ainsi contractées par l'Organisation.

3. Le Conseil peut, par un vote spécial, décider de prendre les mesures qui conviennent pour préserver et, si possible, accroître les ressources du Fonds qui sont momentanément en excédent par rapport à celles qui sont nécessaires aux fins du présent chapitre, étant entendu que toutes les dispositions raisonnables seront prises pour éviter les risques de pertes de ressources et pour faire en sorte qu'il y ait suffisamment de liquidités aux fins du présent chapitre.

Article 53

Prêts du Fonds

1. Sous réserve des dispositions du présent chapitre, le Fonds prête, sans intérêt, à chaque Membre exportateur qui détient des stocks spéciaux conformément aux prescriptions de l'article 46, un montant équivalent à 1,50 cent par livre et par an sur les stocks ainsi détenus en conformité avec les obligations minimales que le paragraphe 5 dudit article leur impose. Si le Fonds a des réserves financières suffisantes, le Conseil peut également, par un vote spécial, autoriser le Fonds à consentir des prêts relativement aux stocks spéciaux détenus par des Membres en sus des obligations minimales que le paragraphe 5 de l'article 46 leur impose, premièrement, au titre des obligations globales que le paragraphe 3 dudit article leur impose, et deuxièmement, au titre du paragraphe 4 dudit article. Quand les stocks sont détenus pendant moins d'un an, le montant prêté est proportionnel à la fraction d'année pendant laquelle ils sont détenus. Les prêts du Fonds sont accordés par trimestre, à compter du premier trimestre qui suit l'entrée en vigueur du présent chapitre et, si les réserves financières du Fonds le permettent, s'appliquent rétroactivement aux stocks spéciaux qui auraient été constitués en vertu de l'article 46 avant l'entrée en vigueur du présent chapitre. Les Membres exportateurs intéressés n'utilisent ces prêts que pour contribuer à couvrir les frais du maintien des stocks visés à l'article 46. Le Conseil peut, par un vote spécial, modifier le taux des prêts, eu égard aux limitations imposées en application du paragraphe 1 de l'article 51.

2. Un Membre exportateur ne peut recevoir de prêts du Fonds que s'il lui remet un certificat, délivré par son gouvernement, attestant l'existence des stocks de sucre accumulés conformément au paragraphe 5 de l'article 46 et s'il a accepté que ces stocks soient vérifiés conformément à l'article 47.

3. Les Membres exportateurs remboursent au Fonds le montant de tout prêt correspondant à la quantité de sucre qu'il leur est demandé d'offrir à l'achat par prélèvement sur les stocks, conformément au paragraphe 7 de l'article 44, dans un délai de 90 jours après que la demande en a été faite. Les Membres exportateurs qui ne s'acquittent pas de ces remboursements sont soumis aux mêmes dispositions que les Membres qui ne versent pas leur contribution au budget administratif de l'Organisation conformément aux paragraphes 2 et 3 de l'article 25.

4. Aucun Membre exportateur n'est admis à bénéficier de prêts du Fonds tant qu'il ne se conforme pas aux obligations que l'article 46, l'article 51 et le paragraphe 3 du présent article lui imposent.

5. Les prêts et les remboursements se font en monnaies librement convertibles et ne sont pas assujettis au contrôle des changes.

Article 54

Procédures à suivre à la fin du présent Accord

1. A la fin du présent Accord, les contributions visées à l'article 51 cessent d'être dues et le Fonds cesse de consentir de nouveaux prêts. Les contributions versées avant la fin du présent Accord et reçues postérieurement viennent s'ajouter aux avoirs du Fonds.

2. Tous les prêts en cours du Fonds qui n'étaient pas échus conformément à l'article 53 avant la fin du présent Accord ne sont pas sujets à remboursement.

3. Les engagements du Fonds, s'il en avait, sont honorés au moyen des avoirs restants du Fonds. Si ces avoirs ne suffisent pas pour faire face aux engagements en cours, les Membres sont tenus d'apporter les sommes supplémentaires nécessaires pour faire face à ces engagements, à l'exception des engagements dont ils ne sont pas responsables aux termes du paragraphe 2 de l'article 52, au prorata de leur part du montant global des importations nettes et des exportations nettes effectuées par les Membres sur le marché libre pendant que le présent chapitre était en vigueur, à moins que le Conseil, par un vote spécial, n'en décide autrement. Tous ces apports s'ajoutent aux contributions des Membres intéressés au budget administratif de l'Organisation visé à l'article 24.

4. Sous réserve des dispositions du paragraphe 5 du présent article, le Conseil, par un vote spécial, décide de la liquidation de tous avoirs du Fonds qui resteraient une fois tous les engagements honorés. Cette liquidation peut notamment comporter le transfert de tout ou partie des avoirs restants à un fonds comparable créé en vertu d'un accord international sur le sucre faisant suite au présent Accord.

5. En cas de transfert d'avoirs en application du paragraphe 4 du présent article, tout Membre est autorisé à recevoir la part des avoirs restants du Fonds qui lui revient, une fois tous les engagements honorés, au prorata de sa part du montant global des importations nettes et des exportations nettes effectuées par les Membres sur le marché libre pendant la période où le présent chapitre était en vigueur, déduction faite de toute somme due par ce Membre en vertu de l'article 53 avant la fin du présent Accord; tout Membre désirant se prévaloir de la présente disposition en avise le Conseil dans les trois mois qui suivent la décision prise par le Conseil en vertu du paragraphe 4 du présent article. De même, tout Membre qui ne devient pas partie au nouvel accord visé dans ledit paragraphe dans les six mois qui suivent l'entrée en vigueur dudit accord a le droit de recevoir sa part de tous avoirs du Fonds qui auraient été transférés au fonds comparable mentionné au paragraphe 4 du présent article.

Article 55

Relation avec un fonds commun

Au moment où un fonds commun sera créé dans le cadre du programme intégré de la CNUCED pour les produits de base, le Conseil pourra examiner les mesures que l'Organisation pourrait prendre pour utiliser pleinement les possibilités financières offertes par ce fonds commun et il pourra faire à ce sujet les recommandations appropriées.

CHAPITRE XIII - OBLIGATIONS ET ENGAGEMENTS ADDITIONNELS DES MEMBRES

Article 56

Engagements des Membres et exportations des Membres importateurs

1. Les Membres s'engagent à prendre les mesures nécessaires pour pouvoir remplir les obligations que le présent Accord leur impose et à coopérer pleinement en vue d'atteindre ses objectifs.

2. Les Membres importateurs s'engagent à garantir, sauf dans le cas visé à l'article 38 et quand il s'agit de sucre en admission temporaire, que leurs exportations totales de sucre ne dépasseront pas leurs importations totales de sucre pendant une même année contingentaire.

Article 57

Importations en provenance de non-membres

1. Pour chaque année contingentaire, et sauf dispositions contraires des paragraphes 2 et 3 du présent article, chaque Membre limite ses importations maximales de sucre en provenance de pays non membres pris dans leur ensemble aux pourcentages ci-après de la quantité annuelle moyenne qu'il a importée de ce groupe de pays pendant la période de quatre ans 1973-1976, compte non tenu de l'année où les quantités importées de ces pays pris dans leur ensemble ont été le plus faibles :

a) 75 % si et aussi longtemps que le prix pratiqué est supérieur à 11 cents la livre, sous réserve de l'alinéa a) du paragraphe 3 du présent article;

b) 55 % si et aussi longtemps que le prix pratiqué est inférieur à 11 cents la livre.

2. Les limites prescrites au paragraphe 1 du présent article ne s'appliquent pas aux importations en provenance d'un pays ou territoire qui était partie à l'Accord international de 1968 sur le sucre, mais ne peut devenir partie au présent Accord conformément aux articles 72, 73, 74 ou 76. Toutefois, chaque Membre limite ses importations en provenance de ces non-membres, au cours de chaque année contingentaire, à une quantité égale à ses importations annuelles moyennes en provenance desdits non-membres pour les périodes 1966-1968, 1971-1973 ou 1974-1976, la plus forte de ces trois moyennes dans le cas du Membre en question étant retenue. Si le Conseil constate qu'un non-membre visé par le présent paragraphe pratique le commerce du sucre d'une manière qui entrave la réalisation des objectifs du présent Accord, il peut, par un vote spécial, demander aux Membres intéressés d'appliquer à leurs importations annuelles en provenance de ce non-membre le pourcentage limite fixé à l'alinéa a) du paragraphe 1 du présent article.

3. Les limites prescrites aux paragraphes 1 et 2 du présent article ne s'appliquent pas :

a) chaque fois que le prix pratiqué est supérieur à 21 cents la livre; les limites prescrites à l'alinéa a) du paragraphe 1 et au paragraphe 2 du présent article sont rétablies quand le prix pratiqué tombe au-dessous de 19 cents la livre, à moins que le Conseil n'en décide autrement;

b) à l'importation de quantités de sucre achetées auparavant en sus des limites pertinentes fixées au paragraphe 1 ou au paragraphe 2 du présent article, à condition que ces quantités soient destinées à être expédiées 90 jours au plus après le rétablissement des limites pertinentes, et à condition aussi que leur achat soit notifié au Directeur exécutif conformément au paragraphe 4 du présent article.

4. Les achats auprès de non-membres qui auraient été convenus pendant la période où les limites prévues aux paragraphes 1 et 2 du présent article n'étaient pas applicables pour expédition après la date à laquelle ces limites ont été rétablies doivent être notifiés au Directeur exécutif par le Membre intéressé conformément aux dispositions que le Conseil peut fixer dans son règlement intérieur.

5. Quand un Membre estime qu'au cours d'une année contingentaire il ne peut remplir intégralement les obligations que lui impose le présent article ou que ces obligations portent préjudice, ou risquent de porter préjudice, à son commerce de réexportation de sucre ou à son commerce d'exportation de produits contenant du sucre, il peut être dégagé des obligations que le paragraphe 1 du présent article lui impose si le Conseil le décide par un vote spécial et dans la mesure ainsi décidée. Le Conseil, conformément aux dispositions de l'article 69, définit dans son règlement intérieur les circonstances et les conditions dans lesquelles les Membres peuvent être relevés des obligations que le paragraphe 1 du présent article leur impose, eu égard notamment aux cas exceptionnels et urgents qui se présentent dans les échanges habituels.

6. Les obligations énoncées dans les paragraphes précédents du présent article ne portent pas atteinte aux obligations contraires de caractère bilatéral ou multilatéral que les Membres ont contractées à l'égard de non-membres avant l'entrée en vigueur du présent Accord, à condition que tout Membre ayant contracté ces obligations contraires s'en acquitte de manière à atténuer autant que possible leur incompatibilité avec les obligations énoncées dans les paragraphes précédents: Ce Membre prend au plus tôt des mesures pour que ses obligations concordent avec les dispositions du présent article, et il donne au Conseil des détails sur les obligations contraires et les mesures prises pour atténuer ou supprimer l'incompatibilité.

7. Le Conseil prescrit dans son règlement intérieur la notification, par les Membres, de leurs importations en provenance de non-membres, ainsi que la présentation par le Directeur exécutif de rapports périodiques et d'un rapport d'ensemble après la fin de chaque année contingentaire, indiquant notamment pour la période visée dans chaque rapport :

a) les quantités de sucre exportées par des non-membres pris individuellement vers toutes destinations et

b) les quantités que les Membres pris individuellement ont importées de non-membres.

8. a) Toute quantité qu'un Membre a importée conformément au présent article en sus des quantités que le présent article l'autorise à importer est déduite de la quantité que le présent article l'autoriserait normalement à importer au cours de l'année contingentaire suivante, à moins que le Conseil n'en décide autrement.

b) Au cas où les quantités à déduire au titre des dispositions de l'alinéa a) du présent paragraphe ne peuvent être intégralement déduites parce qu'elles dépassent le volume annuel auquel le Membre intéressé a droit, le Conseil applique l'article 71.

9. Tout Membre qui considère que des exportations subventionnées par un non-membre portent ou menacent de porter un préjudice grave à ses intérêts dans le cadre du présent Accord peut en saisir le Conseil; le Conseil examine alors la question en tenant compte de toutes les circonstances pertinentes et il peut faire des recommandations visant à limiter les effets de ces subventions sur ce Membre.

10. Les limites prescrites au paragraphe 1 du présent article ne s'appliquent pas aux quantités de sucre raffiné importées d'un non-membre qui importe lui-même une quantité au moins équivalente de sucre brut du marché libre en provenance de Membres. Le Conseil établit des règles spécifiques concernant les conditions dans lesquelles le présent paragraphe s'applique.

Article 58

Accès aux marchés

Tout Membre développé importateur s'engage à assurer l'accès de son marché aux importations de sucre en provenance des Membres exportateurs et prend les mesures compatibles avec sa législation intérieure qu'il juge appropriées à son cas pour assurer l'accès de son marché auxdites importations.

Article 59

Coopération des importateurs à la défense du prix

Le Conseil, quand il le juge approprié, adresse des recommandations aux Membres qui importent du sucre quant aux moyens de seconder les efforts que font les Membres qui exportent du sucre pour veiller à ce que les ventes se fassent à des prix compatibles avec les dispositions pertinentes du présent Accord.

Article 60

Assurances concernant les approvisionnements

1. Les Membres qui exportent du sucre prennent l'engagement d'offrir aux Membres qui importent du sucre, d'une manière conforme à la structure traditionnelle de leur commerce, et, s'ils sont Membres exportateurs, dans les limites que leurs contingents en vigueur ou la quantité qu'ils ont le droit d'exporter, quand elle est applicable, peuvent leur imposer, des approvisionnements de sucre suffisants pour permettre aux Membres qui importent du sucre de faire face à leurs besoins d'importation en provenance du marché libre.

2. Les Membres qui exportent du sucre donnent à tout moment aux Membres qui importent du sucre la priorité sur les non-membres, à des conditions commerciales équivalentes, dans toutes les offres de vente qu'ils font sur le marché libre.

3. Les Membres qui exportent du sucre ne vendent pas de sucre sur le marché libre à des non-membres à des conditions commerciales plus favorables que celles qu'ils seraient disposés à offrir au même moment aux Membres qui importent du sucre en provenance du marché libre, compte tenu des pratiques commerciales normales et des arrangements commerciaux traditionnels.

4. Aucune disposition du présent article n'interdit à un Membre qui exporte du sucre de consentir des conditions commerciales plus favorables aux Membres en développement importateurs.

CHAPITRE XIV - PRIX

Article 61

Cours du jour et prix pratiqué

1. Aux fins du présent Accord, le cours du jour du sucre est :

a) la moyenne du prix du disponible établi pour le Contrat No 11 de la Bourse du café et du sucre de New York et du cours du jour de la Bourse du sucre de Londres pour le Contrat No 2, après conversion de ce dernier en cents des Etats-Unis la livre, franco à bord et marchandise arrimée port des Caraïbes, sur la base du taux de change approprié en vigueur sur le marché de Londres, ainsi qu'il est spécifié dans le règlement intérieur, qui spécifie également les autres facteurs pertinents à prendre en considération dans le calcul du prix; ou

b) le plus bas des deux prix mentionnés à l'alinéa a) du présent paragraphe, plus cinq points, si la différence entre les deux prix est supérieure à dix points.

2. a) Aux fins du présent Accord, le prix pratiqué un jour de bourse quelconque est réputé supérieur (ou inférieur) à un niveau spécifié s'il est, et demeure, supérieur (ou inférieur) à ce niveau pendant cinq jours de bourse consécutifs.

b) Le prix pratiqué est réputé supérieur (ou inférieur) au chiffre fixé jusqu'à ce que les conditions énoncées à l'alinéa a) du présent paragraphe soient réunies pour qu'il soit inférieur (ou supérieur) au chiffre en question.

c) Quand les conditions énoncées à l'alinéa a) du présent paragraphe pour qu'une disposition du présent Accord soit applicable sont réunies, cette disposition prend effet comme suit :

i) si la disposition laisse au Conseil la faculté de prendre une mesure autre que celle qui est prescrite dans ladite disposition, le troisième jour de bourse qui suit celui où ces conditions ont été réunies;

ii) dans tous les autres cas, le jour de bourse qui suit celui où ces conditions ont été réunies.

3. Si l'un ou l'autre des prix visés à l'alinéa a) du paragraphe 1 du présent article n'est pas disponible ou ne représente pas le prix auquel le sucre est vendu sur le marché libre sur la base de 96 degrés de polarisation, le Conseil décide, par un vote spécial, d'appliquer tous autres critères qu'il juge appropriés. Ces critères sont fondés sur les cotations du disponible dans les bourses du sucre officielles, eu égard au volume des affaires traitées dans ces bourses et à la mesure dans laquelle leurs cotations représentent les cours mondiaux.

Article 62

Ajustement des prix

1. A sa deuxième session ordinaire de chaque année contingentaire, le Conseil revoit les prix mentionnés dans le présent Accord.

2. Quand il revoit les prix, le Conseil prend en considération tous les facteurs qui pourraient se répercuter sur la réalisation des objectifs du présent Accord, y compris notamment les effets de l'inflation ou de la déflation, les variations des taux de change, la tendance des prix, de la consommation, de la production, du commerce, et des stocks de sucre et d'édulcorants de remplacement, ainsi que l'influence des changements intervenant dans la situation économique mondiale ou dans le système monétaire mondial sur les cours du sucre. Les données pertinentes qui lui sont nécessaires pour revoir les prix lui sont fournies conformément au paragraphe 4 du présent article.

3. A l'issue de cet examen, le Conseil peut, par un vote spécial, apporter aux prix applicables à l'année contingentaire suivante les ajustements qu'il juge nécessaires pour maintenir les objectifs du présent Accord, à condition que la différence entre le prix minimal et le prix maximal reste de 10 cents par livre.

4. Un Comité d'examen des prix, comprenant quatre Membres exportateurs et quatre Membres importateurs, sous la présidence du Directeur exécutif, est créé par le Conseil. Le mandat de ce Comité est le suivant :

a) recueillir et évaluer des données concernant :

i) les prix, la consommation, la production, le commerce et les stocks de sucre et d'édulcorants de remplacement;

ii) l'influence des changements intervenant dans la situation économique mondiale ou dans le système monétaire mondial sur les cours du sucre, y compris les effets de l'inflation ou de la déflation mondiales et des variations des taux de change;

iii) tous autres facteurs qui pourraient se répercuter sur la réalisation des objectifs du présent Accord;

b) présenter ses conclusions au Conseil avant la deuxième session ordinaire du Conseil chaque année contingentaire.

5. Dans des circonstances exceptionnelles découlant de bouleversements de la situation économique ou monétaire internationale, ou quand il se produit un changement important dans la valeur du dollar des Etats-Unis, le Comité d'examen des prix se réunit pour examiner la situation. A l'issue de cet examen, le Comité peut, s'il le juge approprié, demander la convocation d'une session extraordinaire du Conseil pour déterminer les mesures qu'il y a éventuellement lieu de prendre, y compris tout ajustement nécessaire des prix. Toute décision du Conseil d'ajuster les prix en application du présent paragraphe sera prise par un vote spécial et prendra effet immédiatement.

6. Les dispositions de l'article 82 ne sont pas applicables à l'ajustement des prix effectué en vertu du présent article.

CHAPITRE XV - MESURES SE RAPPORTANT A LA PRODUCTION ET A LA CONSOMMATION

Article 63

Conditions de travail

Les Membres veillent à ce que des conditions de travail équitables soient maintenues dans leur industrie du sucre et ils s'efforcent, autant que possible, d'améliorer le niveau de vie des travailleurs agricoles et des ouvriers d'usine dans les différentes branches de la production sucrière, ainsi que des cultivateurs de canne à sucre et de betterave à sucre.

Article 64

Mesures de soutien

1. Les Membres reconnaissent que les subventions à la production ou à la commercialisation du sucre qui ont directement ou indirectement pour effet d'accroître les exportations ou de réduire les importations risquent de compromettre la réalisation des objectifs du présent Accord.

2. Si un Membre accorde ou maintient une subvention de ce genre, y compris toute forme de soutien des revenus ou des prix, il doit, au cours de chaque année contingentaire, notifier par écrit au Conseil la portée et la nature de cette subvention, ainsi que les circonstances qui la rendent nécessaire. La notification visée dans le présent paragraphe est faite à la demande du Conseil, présentée au moins une fois par année contingentaire sous la forme et au moment prévus par son règlement intérieur.

3. Si un Membre estime qu'une subvention de ce genre porte ou menace de porter un préjudice grave à ses intérêts en vertu du présent Accord, le Membre qui accorde la subvention doit, s'il en est prié, examiner avec le ou les Membres intéressés, ou avec le Conseil, la possibilité de la limiter. Si le Conseil en est saisi, il peut examiner l'affaire avec les Membres intéressés et faire les recommandations qu'il juge appropriées, compte tenu de la situation particulière dans laquelle se trouve le Membre qui accorde la subvention.

Article 65

Mesures d'encouragement de la consommation

1. Chaque Membre prend les mesures qu'il juge appropriées pour encourager la consommation de sucre et éliminer les obstacles qui en entraveraient l'accroissement, compte tenu des effets que les droits de douane, les taxes intérieures, les charges fiscales et les réglementations quantitatives ou autres exercent sur la consommation de sucre, ainsi que de tous les autres facteurs importants à prendre en considération pour apprécier la situation.

2. Chaque Membre avise périodiquement le Conseil des mesures qu'il a adoptées en application du paragraphe 1 du présent article, ainsi que des effets de ces mesures.

3. Le Conseil crée un Comité de la consommation de sucre, composé de Membres exportateurs et de Membres importateurs.

4. Le Comité étudie, entre autres, les questions suivantes :

a) les effets que l'emploi de produits de remplacement, sous quelque forme que ce soit et notamment d'édulcorants naturels et artificiels, exerce sur la consommation de sucre;

b) le régime fiscal du sucre par rapport à celui des autres édulcorants ou des matières premières qui servent à produire ces derniers;

c) les effets qu'exercent sur la consommation de sucre dans les différents pays i) la fiscalité et les mesures restrictives, ii) la situation économique et, en particulier, les difficultés de balance des paiements, et iii) les conditions climatiques et autres;

d) les moyens d'encourager la consommation, notamment dans les pays où la consommation par habitant est faible;

e) les moyens de coopérer avec les organismes qui s'occupent de l'accroissement de la consommation de sucre et de denrées apparentées;

f) les travaux de recherche sur les nouvelles utilisations du sucre, de ses sous-produits et des plantes dont il est extrait;

et il soumet ses rapports au Conseil.

CHAPITRE XVI - INFORMATION, ETUDES ET EXAMEN ANNUEL

Article 66

Information et études

1. L'Organisation sert de centre pour rassembler et publier :

a) des renseignements statistiques sur la production, les prix, les exportations et les importations, la consommation et les stocks de sucre dans le monde; et,

b) dans la mesure où elle le juge approprié, des renseignements techniques sur la culture et la transformation de la canne à sucre et de la betterave à sucre et l'utilisation du sucre.

2. Les Membres s'engagent à mettre à la disposition de l'Organisation et à lui fournir dans les délais que le règlement intérieur peut fixer tous les renseignements statistiques ou autres qui, aux termes dudit règlement intérieur, lui sont nécessaires pour s'acquitter des fonctions que le présent Accord lui confère. Au besoin, l'Organisation utilise tous renseignements pertinents qu'elle pourrait obtenir d'autres sources.

3. Les renseignements que les Membres doivent fournir en vertu du paragraphe 2 du présent article comprennent, si le Conseil le demande, des rapports statistiques périodiques sur la production, la consommation et les stocks de sucre, les prix du sucre et les taxes sur le sucre. Les Membres communiquent les renseignements demandés sous une forme aussi détaillée que possible. L'Organisation ne publie aucun renseignement qui permettrait d'identifier les opérations de particuliers ou de sociétés qui produisent, traitent ou écoulent du sucre.

4. Si un Membre ne donne pas ou a peine à donner, dans un délai raisonnable, les renseignements statistiques ou autres requis pour le bon fonctionnement de l'Organisation, le Conseil peut exiger du Membre en question qu'il en explique les raisons. S'il constate qu'une assistance technique est nécessaire à cet égard, le Conseil peut prendre les mesures voulues.

5. L'Organisation publie à des dates appropriées, mais pas moins de deux fois par an, des estimations de la production et de la consommation de sucre pour l'année contingentaire en cours.

6. L'Organisation peut, dans la mesure qu'elle juge nécessaire, encourager ou entreprendre des études sur l'économie de la production et de la distribution du sucre, y compris les tendances et les projections, l'incidence des mesures prises par le gouvernement dans les pays exportateurs et dans les pays importateurs sur la production et la consommation de sucre, les possibilités d'accroître la consommation de sucre dans ses usages traditionnels et éventuellement par de nouveaux usages, ainsi que les effets de l'application du présent Accord sur les exportateurs et les importateurs de sucre, y compris en ce qui concerne les termes de l'échange. Pour encourager ces études et la recherche, l'Organisation peut coopérer avec des organisations internationales et des instituts de recherche.

Article 67

Communications concernant les exportations, les importations et les stocks

1. Le Conseil prévoit, dans son règlement intérieur, que le Directeur exécutif tient :

a) un registre du contingent global et des contingents en vigueur et de tout changement qui y est apporté ultérieurement, pendant une année contingentaire;

b) un registre des exportations des Membres exportateurs intéressés par rapport à leurs contingents en vigueur ou aux quantités qu'ils ont le droit d'exporter, et des importations de ces Membres;

c) un registre des importations et des exportations des Membres importateurs.

2. Le règlement prévoit également que les Membres communiquent périodiquement les renseignements visés aux alinéas b) et c) du paragraphe 1 du présent article et que l'Organisation publie ces renseignements, ainsi que les autres données que le Conseil peut prescrire.

3. Le Conseil peut, à tout moment, adopter des mesures pour s'assurer des quantités de sucre exportées ou importées par les Membres et par les non-membres. Ces mesures peuvent comprendre la délivrance de certificats d'origine et autres documents d'exportation.

4. Chaque Membre exportateur qui détient des stocks spéciaux conformément à l'article 46 donne communication au Directeur exécutif des quantités de sucre qu'il détient en tant que stocks spéciaux aux 1er janvier, 1er avril, 1er juillet et 1er octobre de chaque année contingentaire, 30 jours au plus tard après ces dates.

Article 68

Examen annuel

1. Autant que possible, le Conseil examine, chaque année contingentaire, le fonctionnement du présent Accord, eu égard aux objectifs énoncés à l'article premier, ainsi que les effets du présent Accord sur le marché et sur l'économie des différents pays, en particulier celle des pays en développement, au cours de l'année contingentaire précédente. Le Conseil adresse alors aux Membres des recommandations quant aux moyens d'améliorer le fonctionnement du présent Accord.

2. Le rapport rendant compte de chaque examen annuel est publié sous la forme et de la manière dont le Conseil peut décider.

CHAPITRE XVII - DISPENSES

Article 69

Dispenses

1. Quand des circonstances exceptionnelles ou des raisons de force majeure qui ne sont pas expressément envisagées dans le présent Accord l'exigent, le Conseil peut, par un vote spécial, dispenser un Membre d'une obligation prescrite par le présent Accord si les explications données par ce Membre le convainquent que le respect de l'obligation en question porterait audit Membre un préjudice grave ou lui imposerait une charge inéquitable.

2. Quand il accorde une dispense à un Membre en vertu du paragraphe 1 du présent article, le Conseil précise les modalités, les conditions, la durée et les motifs de cette dispense.

3. Le fait qu'un Membre dispose sur son territoire, au cours d'une ou de plusieurs années, après avoir couvert les besoins de sa consommation intérieure et constitué ses stocks, d'une quantité de sucre exportable supérieure aux quantités totales qu'il lui est permis d'exporter conformément aux chapitres IX et X du présent Accord, n'autorise pas en soi ce Membre à demander au Conseil de le dispenser de ses obligations. Pour les Membres exportateurs figurant dans la liste de l'annexe I, les exportations additionnelles autorisées en vertu du présent article font partie de leur contingent en vigueur, mais ne font l'objet d'aucun ajustement ultérieur au titre du chapitre X. Il ne sera pas tenu compte des exportations additionnelles autorisées en vertu du présent article pour le calcul des résultats d'exportation aux fins de l'alinéa c) du paragraphe 2 de l'article 34.

CHAPITRE XVIII - DIFFERENDS ET PLAINTES

Article 70

Différends

1. Tout différend relatif à l'interprétation ou à l'application du présent Accord qui n'est pas réglé entre les Membres en cause est, à la demande de tout Membre partie au différend, déféré au Conseil pour décision.

2. Quand un différend est déféré au Conseil en vertu du paragraphe 1 du présent article, une majorité des Membres détenant au moins un tiers du total des voix peut demander au Conseil de prendre, après examen de l'affaire et avant de rendre sa décision, l'opinion, sur la question en litige, d'une commission consultative, constituée ainsi qu'il est indiqué au paragraphe 3 du présent article.

3. a) A moins que le Conseil, par un vote spécial, n'en décide autrement, la commission est composée de cinq personnes de la façon suivante :

i) deux personnes, désignées par les Membres exportateurs, dont l'une possède une grande expérience des questions du genre de celle qui est en litige et l'autre est un juriste qualifié et expérimenté;

ii) deux personnes de qualifications analogues, désignées par les Membres importateurs; et

iii) un Président choisi à l'unanimité par les quatre personnes nommées conformément aux alinéas i) et ii) ci-dessus ou, en cas de désaccord entre elles, par le Président du Conseil.

b) Des ressortissants de Membres et de non-membres peuvent siéger à la commission consultative.

c) Les membres de la commission consultative siègent à titre personnel et sans recevoir d'instructions d'aucun gouvernement.

d) Les dépenses de la commission consultative sont à la charge de l'Organisation.

4. L'opinion motivée de la commission consultative est soumise au Conseil, qui règle le différend par un vote spécial après avoir pris en considération toutes les données pertinentes.

Article 71

Action du Conseil en cas de plainte et de manquement, par des Membres, à leurs obligations

1. Toute plainte pour manquement, par un Membre, aux obligations que le présent Accord lui impose est, à la demande du Membre auteur de la plainte, déférée au Conseil, qui statue après consultation des Membres intéressés.

2. La décision par laquelle le Conseil conclut qu'un Membre a manqué aux obligations que le présent Accord lui impose spécifie la nature de l'infraction.

3. Toutes les fois qu'il conclut, que ce soit ou non à la suite d'une plainte, qu'un Membre a enfreint le présent Accord, le Conseil peut, par un vote spécial, sans préjudice des autres mesures expressément prévues dans d'autres articles du présent Accord :

a) suspendre les droits de vote de ce Membre au Conseil et au Comité exécutif et, s'il le juge nécessaire,

b) suspendre d'autres droits du Membre en question, notamment son éligibilité à une fonction au Conseil ou à ses comités, ou son droit d'exercer cette fonction, jusqu'à ce qu'il se soit acquitté de ses obligations; ou, si l'infraction entrave sérieusement le fonctionnement du présent Accord,

c) prendre la mesure prévue à l'article 80.

CHAPITRE XIX - DISPOSITIONS FINALES

Article 72

Signature

Le présent Accord sera ouvert, au Siège de l'Organisation des Nations Unies, du 28 octobre au 31 décembre 1977, à la signature de tout gouvernement invité à la Conférence des Nations Unies sur le sucre, 1977.

Article 73

Ratification, acceptation et approbation

1. Le présent Accord est sujet à ratification, acceptation ou approbation par les gouvernements signataires conformément à leur procédure constitutionnelle.

2. Les instruments de ratification, d'acceptation ou d'approbation seront déposés auprès du Secrétaire général de l'Organisation des Nations Unies le 31 décembre 1977 au plus tard. Le Conseil institué aux termes de l'Accord international sur le sucre de 1973 prorogé, ou le Conseil institué aux termes du présent Accord, pourra toutefois accorder des délais aux gouvernements signataires qui n'auront pu déposer leur instrument à cette date.

Article 74

Notification d'application à titre provisoire

1. Un gouvernement signataire qui a l'intention de ratifier, accepter ou approuver le présent Accord, ou un gouvernement pour lequel le Conseil a fixé des conditions d'adhésion, mais qui n'a pas encore pu déposer son instrument, peut, à tout moment, notifier au Secrétaire général de l'Organisation des Nations Unies qu'il appliquera le présent Accord à titre provisoire, soit quand celui-ci entrera en vigueur conformément à l'article 75, soit, s'il est déjà en vigueur, à une date spécifiée.

2. Un gouvernement qui a notifié conformément au paragraphe 1 du présent article qu'il appliquera le présent Accord quand celui-ci entrera en vigueur ou, s'il est déjà en vigueur, à une date spécifiée, est dès lors Membre à titre provisoire jusqu'à ce qu'il dépose son instrument de ratification, d'acceptation, d'approbation ou d'adhésion et devienne ainsi Membre.

Article 75

Entrée en vigueur

1. Le présent Accord entrera en vigueur à titre définitif le 1er janvier 1978, ou à la date, comprise dans les six mois qui suivront, à laquelle des gouvernements détenant 55 p. cent des voix des pays exportateurs et 65 p. cent des voix des pays importateurs, selon la répartition des voix indiquée dans l'annexe V, auront déposé leurs instruments de ratification, d'acceptation, d'approbation ou d'adhésion auprès du Secrétaire général de l'Organisation des Nations Unies. Il entrera également en vigueur à titre définitif à toute date, postérieure à son

entrée en vigueur à titre provisoire, à laquelle ces pourcentages seront atteints par suite du dépôt d'instruments de ratification, d'acceptation, d'approbation ou d'adhésion.

2. Le présent Accord entrera en vigueur à titre provisoire le 1er janvier 1978, ou à la date, comprise dans les six mois qui suivront, à laquelle des gouvernements remplissant les conditions fixées en matière de pourcentages au paragraphe 1 du présent article auront déposé leurs instruments de ratification, d'acceptation, d'approbation ou d'adhésion ou notifié conformément à l'article 74 qu'ils appliqueront le présent Accord à titre provisoire.

3. Les gouvernements qui auront déposé des instruments de ratification, d'acceptation, d'approbation ou d'adhésion, ou qui auront déposé des notifications d'application provisoire, avant le 1er juin 1978 ou toute date ultérieure que le Conseil peut fixer, appliqueront à compter du 1er janvier 1978, pour la première année contingentaire, les dispositions du présent Accord relatives à la régulation des exportations, aux stocks spéciaux et aux importations en provenance de non-membres, excepté dans la mesure où cette application dans le cas d'un Membre importateur n'est pas possible faute de disposition correspondante dans sa législation nationale, avant que le gouvernement intéressé ne devienne Membre ou bien Membre à titre provisoire.

4. Le 1er janvier 1978 ou à une date quelconque comprise dans les douze mois qui suivront, et, par la suite, à la fin de chaque période de six mois pendant laquelle le présent Accord aura été en vigueur à titre provisoire, les gouvernements de tous les pays qui auront déposé des instruments de ratification, d'acceptation, d'approbation ou d'adhésion pourront convenir de mettre le présent Accord en vigueur entre eux à titre définitif, en totalité ou en partie. Ces gouvernements, et les gouvernements qui auront déposé des notifications d'application provisoire, pourront aussi décider que le présent Accord entrera en vigueur à titre provisoire, s'il n'est pas déjà en vigueur à titre provisoire,ou qu'il restera en vigueur à titre provisoire, ou qu'il cessera d'être en vigueur.

Article 76

Adhésion

1. Les gouvernements de tous les Etats peuvent adhérer au présent Accord aux conditions que le Conseil détermine. L'adhésion se fait par le dépôt d'un instrument d'adhésion auprès du Secrétaire général de l'Organisation des Nations Unies. Les instruments d'adhésion doivent indiquer que le gouvernement accepte toutes les conditions fixées par le Conseil.

2. En fixant les conditions mentionnées au paragraphe 1 du présent article, le Conseil peut, par un vote spécial, fixer un tonnage de base d'exportation, ou un droit d'exportation, qui sera réputé figurer dans l'annexe I ou dans l'annexe II, selon le cas :

a) pour un pays qui ne figure pas dans ces listes;

b) pour un pays qui y figure, mais qui n'adhère pas au présent Accord dans les douze mois suivant la date d'entrée en vigueur; il est entendu toutefois que, si ce pays figure dans l'annexe I et adhère au présent Accord dans les douze mois suivant la date d'entrée en vigueur, le tonnage de base d'exportation spécifié dans l'annexe pertinente pour ce pays lui sera applicable.

3. En cas d'adhésion de la Communauté économique européenne à l'Accord, les conditions énoncées au paragraphe 2 du présent article ne lui sont pas automatiquement applicables. Le Conseil peut, par un vote spécial, appliquer à la Communauté des conditions spéciales, mutuellement acceptables, y compris en ce qui concerne le nombre de voix détenues, compte tenu des objectifs du présent Accord.

4. Le Conseil institué aux termes de l'Accord international sur le sucre de 1973 prorogé peut, en attendant l'entrée en vigueur du présent Accord, fixer les conditions visées au paragraphe 1 du présent article, sous réserve de confirmation par le Conseil institué aux termes du présent Accord.

Article 77

Application territoriale

1. Tout gouvernement peut, au moment de la signature ou du dépôt de son instrument de ratification, d'acceptation, d'approbation ou d'adhésion, ou à tout moment par la suite, déclarer, par notification adressée au Secrétaire général de l'Organisation des Nations Unies, que le présent Accord :

a) est rendu applicable à tel ou tel des territoires en développement dont il assure actuellement en dernier ressort les relations internationales et qui a notifié audit gouvernement son désir de participer au présent Accord; ou

b) n'est rendu applicable qu'à tel ou tel des territoires en développement dont il assure actuellement en dernier ressort les relations internationales et qui a notifié audit gouvernement son désir de participer au présent Accord;

et le présent Accord s'applique aux territoires mentionnés dans cette notification à compter de la date de celle-ci s'il est déjà entré en vigueur pour ledit gouvernement, ou de la date à laquelle il entre en vigueur pour ce gouvernement si la notification a été faite antérieurement à cette date. Tout gouvernement qui a fait une notification conformément à l'alinéa b) ci-dessus peut par la suite retirer cette notification et adresser une ou plusieurs notifications au Secrétaire général de l'Organisation des Nations Unies conformément à l'alinéa a) ci-dessus.

2. Quand un territoire auquel le présent Accord a été rendu applicable en vertu du paragraphe 1 du présent article assume par la suite la responsabilité de ses relations internationales, le gouvernement de ce territoire peut, dans les 90 jours qui suivent la date à laquelle il assume la responsabilité de ses relations internationales, déclarer par notification au Secrétaire général de l'Organisation des Nations Unies qu'il a assumé les droits et obligations d'une Partie contractante au présent Accord. Il devient Partie contractante au présent Accord à compter de la date de cette notification. Si ladite Partie contractante est un pays exportateur et ne figure pas dans la liste de l'annexe I ou de l'annexe II, le Conseil, après consultation avec elle, lui attribue, par un vote spécial, un tonnage de base d'exportation ou une quantité qu'elle a le droit d'exporter, qui sont réputés figurer dans l'annexe I ou dans l'annexe II, selon le cas. Si la Partie contractante en question figure dans la liste de l'annexe I ou de l'annexe II, son tonnage de base d'exportation ou la quantité qu'elle a le droit d'exporter, selon le cas, est conforme au chiffre qui y est spécifié.

3. Toute Partie contractante qui souhaite exercer, à l'égard de tel ou tel des territoires dont elle assure actuellement en dernier ressort les relations internationales, les droits que l'article 4 lui confère, peut le faire en adressant une notification en ce sens au Secrétaire général de l'Organisation des Nations Unies, soit au moment du dépôt de son instrument de ratification, d'acceptation, d'approbation ou d'adhésion, soit à tout moment par la suite. Si le territoire qui devient Membre à titre individuel est exportateur et ne figure pas dans la liste de l'annexe I ou de l'annexe II, le Conseil, après consultation avec lui, lui attribue, par un vote spécial, un tonnage de base d'exportation ou une quantité qu'il a le droit d'exporter, qui sont réputés figurer dans l'annexe I ou dans l'annexe II, selon le cas. Si ce territoire figure dans la liste de l'annexe I ou de l'annexe II, son tonnage de base d'exportation ou la quantité qu'il a le droit d'exporter, selon le cas, est conforme au chiffre qui y est spécifié.

4. Toute Partie contractante qui a fait une notification en application de l'alinéa a) ou de l'alinéa b) du paragraphe 1 du présent article peut, à tout moment par la suite, par notification adressée au Secrétaire général de l'Organisation des Nations Unies, déclarer, conformément au voeu exprimé par le territoire, que le présent Accord cesse de s'appliquer au territoire indiqué dans la notification; le présent Accord cesse de s'appliquer audit territoire à compter de la date de cette notification.

5. Une Partie contractante qui a fait une notification en application de l'alinéa a) ou de l'alinéa b) du paragraphe 1 du présent article reste en dernier ressort responsable du respect des obligations découlant du présent Accord par les territoires qui, conformément aux dispositions du présent article et de l'article 4, sont Membres de l'Organisation à titre individuel, sauf si et jusqu'au moment où lesdits territoires font une notification conformément au paragraphe 2 du présent article.

Article 78

Réserves

1. Aucune réserve autre que celles qui sont mentionnées aux paragraphes 2, 3 et 4 du présent article ne peut être faite à aucune des dispositions du présent Accord.

2. Tout gouvernement qui était Partie à l'Accord international sur le sucre de 1973 prorogé avec une ou plusieurs réserves à l'Accord international sur le sucre de 1968 ou à l'Accord international sur le sucre de 1973 prorogé, peut, lors de la signature, de la ratification, de l'acceptation ou de l'approbation du présent Accord, ou en y adhérant, formuler des réserves similaires, quant à leurs termes ou à leur effet, à ces réserves antérieures.

3. Tout gouvernement qui remplit les conditions requises pour devenir Partie au présent Accord peut, lors de la signature, de la ratification, de l'acceptation, de l'approbation ou de l'adhésion, formuler des réserves qui ne touchent pas à l'application des dispositions économiques du présent Accord. Tout différend sur le point de savoir si une réserve donnée relève ou non du présent paragraphe est réglé conformément à la procédure prévue à l'article 70.

4. Dans tout autre cas où des réserves sont formulées, le Conseil les examine et décide par un vote spécial si, et le cas échéant à quelles conditions, il y a lieu de les accepter. Ces réserves ne prennent effet qu'après que le Conseil a statué en la matière. Ces réserves sont déposées auprès du Secrétaire général de l'Organisation des Nations Unies lors de la notification de la décision prise par le Conseil.

Article 79

Retrait

1. Tout Membre peut se retirer du présent Accord à tout moment après l'entrée en vigueur de celui-ci en notifiant son retrait par écrit au Secrétaire général de l'Organisation des Nations Unies. Ce Membre avise simultanément le Conseil de la décision qu'il a prise.

2. Le retrait effectué en vertu du présent article prend effet 30 jours après réception de la notification par le Secrétaire général de l'Organisation des Nations Unies.

Article 80

Exclusion

Si le Conseil conclut qu'un Membre a manqué aux obligations que lui impose le présent Accord et décide en outre que ce manquement entrave sérieusement le fonctionnement du présent Accord, il peut, par un vote spécial, exclure ce Membre de l'Organisation. Le Conseil notifie immédiatement cette décision au Secrétaire général de l'Organisation des Nations Unies. Quatre-vingt-dix jours après la décision du Conseil, ledit Membre perd sa qualité de Membre de l'Organisation internationale du sucre.

Article 81

Liquidation des comptes en cas de retrait ou d'exclusion de Membres

1. En cas de retrait ou d'exclusion d'un Membre, le Conseil procède à la liquidation des comptes de ce Membre. L'Organisation conserve les sommes déjà versées par ledit Membre. Ledit Membre est tenu de régler toute somme qu'il doit à l'Organisation à la date à laquelle son retrait ou son exclusion prend effet et de rembourser au Fonds créé en application de l'article 49 tous prêts que celui-ci lui a consentis; toutefois, s'il s'agit d'un Membre qui ne peut accepter un amendement et qui, de ce fait, cesse de participer à l'Organisation en vertu du paragraphe 2 de l'article 82, le Conseil peut liquider les comptes de la manière qui lui semble équitable.

2. Un Membre qui s'est retiré de l'Organisation, qui en a été exclu ou qui a, de toute autre manière, cessé d'y participer n'a droit à aucune part du produit de la liquidation ni des autres avoirs de l'Organisation, ni à aucune part des avoirs du Fonds créé en application de l'article 49; il ne peut non plus avoir à couvrir aucune partie du déficit éventuel de l'Organisation ou du Fonds à la fin du présent Accord.

Article 82

Amendement

1. Le Conseil peut, par un vote spécial, recommander aux Parties un amendement au présent Accord. Il peut fixer la date à partir de laquelle chaque Partie notifiera au Secrétaire général de l'Organisation des Nations Unies qu'elle accepte l'amendement. L'amendement prendra effet 100 jours après que le Secrétaire général de l'Organisation des Nations Unies aura reçu des notifications d'acceptation de Parties détenant au moins 850 voix du nombre total des voix des Membres exportateurs et représentant au moins trois quarts desdits Membres, ainsi que de Parties détenant au moins 800 voix du nombre total des voix des Membres importateurs et représentant au moins trois quarts desdits Membres, ou à une date ultérieure que le Conseil aurait fixée par un vote spécial. Le Conseil peut assigner aux Parties un délai pour faire savoir au Secrétaire général de l'Organisation des Nations Unies qu'elles acceptent l'amendement; si l'amendement n'est pas entré en vigueur à l'expiration de ce délai, il est réputé retiré. Le Conseil donne au Secrétaire général les renseignements nécessaires pour déterminer si le nombre des notifications d'acceptation reçues est suffisant pour que l'amendement prenne effet.

2. Tout Membre au nom duquel il n'a pas été fait de notification d'acceptation d'un amendement à la date où celui-ci prend effet cesse, à compter de cette date, de participer au présent Accord, à moins que ledit Membre n'ait prouvé au Conseil qu'il n'a pu faire accepter l'amendement en temps voulu par suite de difficultés rencontrées pour mener à terme sa procédure constitutionnelle, et que le Conseil ne décide de prolonger pour ledit Membre le délai d'acceptation. Ce Membre n'est pas lié par l'amendement jusqu'à ce qu'il ait notifié son acceptation dudit amendement.

Article 83

Durée, prorogation et fin de l'Accord

1. Le présent Accord restera en vigueur jusqu'à la fin de la cinquième année contingentaire qui suivra son entrée en vigueur, à moins qu'il ne soit prorogé en application du paragraphe 2 du présent article ou qu'il n'y soit mis fin auparavant en application du paragraphe 3 du présent article.

2. Avant la fin de la cinquième année contingentaire, le Conseil pourra, par un vote spécial, proroger le présent Accord pour une période ne dépassant pas deux années contingentaires. Le Conseil notifiera cette prorogation au Secrétaire général de l'Organisation des Nations Unies. Nonobstant les dispositions du paragraphe 2 de l'article 79, un Membre qui ne désire pas participer au présent Accord ainsi prorogé en vertu du présent article peut se retirer du présent Accord à la fin de la cinquième année contingentaire en notifiant son retrait par écrit au Secrétaire général de l'Organisation des Nations Unies. Ledit Membre informera le Conseil de sa décision.

3. Le Conseil peut à tout moment, par un vote spécial, décider de mettre fin au présent Accord à compter de la date et aux conditions de son choix. Dans cette éventualité,le Conseil continue d'exister aussi longtemps qu'il le faut pour liquider l'Organisation; il dispose alors des pouvoirs et exerce les fonctions nécessaires à cette fin.

Article 84

Mesures transitoires

1. Si, conformément à l'Accord international sur le sucre de 1973 prorogé, les conséquences d'une décision qui avait été, devait être ou n'avait pas été prise, se seraient fait sentir, aux fins du fonctionnement de l'Accord susmentionné, pendant une année ultérieure, ces conséquences auront le même effet au titre du présent Accord que si les dispositions de l'Accord de 1973 prorogé étaient restées en vigueur à ces fins.

2. Nonobstant les dispositions du paragraphe 1 de l'article 40 et du paragraphe 1 du présent article, le contingent global pour l'année contingentaire 1978 sera fixé par le Conseil à sa première session de 1978. En outre, le budget administratif pour 1978 sera approuvé à titre provisoire par le Conseil institué en vertu de l'Accord international sur le sucre de 1973 prorogé à sa dernière session ordinaire de 1977, sous réserve de confirmation par le Conseil institué en vertu du présent Accord à sa première session de 1978.

Article 85

Textes du présent Accord faisant foi

Les textes du présent Accord en anglais, chinois, espagnol, français et russe font tous également foi. Les originaux seront déposés dans les archives de l'Organisation des Nations Unies.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leur gouvernement, ont signé le présent Accord à la date qui figure en regard de leur signature.

ANNEXE I

TONNAGES DE BASE D'EXPORTATION ETABLIS EN APPLICATION
DU PARAGRAPHE 1 DE L'ARTICLE 34

en milliers de tonnes, valeur réelle

Afrique du Sud	875
Argentine	450
Australie	2 350
Autriche	80
Bolivie	90
Brésil	2 350
Colombie	75
Costa Rica	105
Cuba	2 500
El Salvador	145
Equateur	80
Fidji	125
Guatemala	300
Guyane	145
Jamaïque	130
Trinité-et-Tobago	85
Inde	825
Maurice	175
Mexique	75
Mozambique	100
Nicaragua	125
Panama	90
Pérou	350
Philippines	1 400
Pologne	300
République Dominicaine	1 100
Souaziland	105
Tchécoslovaquie	175
Thaïlande	1 200

ANNEXE II

PAYS ET TERRITOIRES EXPORTATEURS AYANT LE DROIT D'EXPORTER
70 000 TONNES PAR AN

Bangladesh
Barbade
Belize
Saint-Christophe-et-Nièves et Anguilla
Congo
Ethiopie
Haïti
Honduras
Hongrie
Indonésie
Madagascar
Malawi
Ouganda
Paraguay
République-Unie du Cameroun
République-Unie de Tanzanie
Roumanie
Soudan
Turquie
Uruguay
Venezuela
Zambie

ANNEXE III

1. Aux fins du présent Accord, les dispositions relatives aux Membres en développement exportateurs s'appliquent à tous les Membres exportateurs :

a) d'Amérique latine, y compris toute la zone des Caraïbes;

b) d'Afrique, à l'exclusion de l'Afrique du Sud;

c) d'Asie; et

d) d'Océanie, à l'exclusion de l'Australie;

et à la Roumanie.

2. Le Conseil détermine ceux des Membres auxquels les dispositions relatives aux Membres en développement importateurs s'appliquent eu égard à la liste des importateurs parties au présent Accord.

ANNEXE IV

PAYS EN DEVELOPPEMENT LES MOINS AVANCES, SELON LA DEFINITION DE L'ORGANISATION DES NATIONS UNIES, AU 7 OCTOBRE 1977

Afghanistan
Bangladesh
Bénin
Bhoutan
Botswana
Burundi
Empire centrafricain
Ethiopie
Gambie
Guinée
Haïti
Haute-Volta
Lesotho
Malawi
Maldives
Mali
Népal
Niger
Ouganda
République démocratique populaire lao
République-Unie de Tanzanie
Rwanda
Samoa-Occidental
Somalie
Soudan
Tchad
Yémen
Yémen démocratique

ANNEXE V

LISTE DES PAYS ET DES TERRITOIRES EXPORTATEURS ET IMPORTATEURS
ET ATTRIBUTION DES VOIX AUX FINS DE L'ARTICLE 75

EXPORTATEURS

Afrique du Sud	38
Argentine	24
Australie	81
Autriche	6
Bangladesh	5
Barbade	5
Belize	5
Guyane	7
Jamaïque	7
Saint-Christophe-et-Nièves et Anguilla	5
Trinité-et-Tobago	5
Bolivie	5
Brésil	112
Colombie	11
Communauté économique européenne	124
Congo	5
Costa Rica	5
Cuba	118
El Salvador	6
Equateur	5
Ethiopie	5
Fidji	6
Guatemala	11
Haïti	5
Honduras	5
Hongrie	5
Inde	63
Indonésie	10
Madagascar	5
Malawi	5
Maurice	12
Mexique	27
Mozambique	5
Nicaragua	5
Ouganda	5
Pakistan	6
Panama	5
Paraguay	5
Pérou	17
Philippines	58
Pologne	22
République Dominicaine	36
République-Unie de Tanzanie	5
République-Unie du Cameroun	5
Roumanie	5
Souaziland	5
Soudan	5
Tchécoslovaquie	11
Thaïlande	39
Turquie	8
Uruguay	5
Venezuela	5
Zambie	5
Total	1 000

ANNEXE V (suite)

IMPORTATEURS

Algérie	27
Bulgarie	12
Canada	66
Chili	9
Côte d'Ivoire	5
Egypte	12
Espagne	24
Etats-Unis d'Amérique	297
Finlande	9
Ghana	5
Haute-Volta	5
Irak	25
Israël	11
Jamahiriya arabe libyenne	8
Japon	184
Kenya	5
Malaisie	23
Maroc	19
Nigéria	10
Norvège	10
Nouvelle-Zélande	12
Portugal	21
République arabe syrienne	13
République de Corée	16
République démocratique allemande	5
Singapour	5
Somalie	5
Sri Lanka	5
Suède	6
Suisse	14
Tunisie	11
Union des Républiques socialistes soviétiques	105
Yougoslavie	11
Zaïre	5
Total	1 000

МЕЖДУНАРОДНОЕ СОГЛАШЕНИЕ ПО САХАРУ

ГЛАВА I - ЦЕЛИ

Статья 1

Цели

Цели настоящего Международного соглашения по сахару (в дальнейшем именуемого "настоящее Соглашение") в свете положений резолюции 93 (IV), принятой Конференцией Организации Объединенных Наций по торговле и развитию (в дальнейшем именуемой ЮНКТАД) на ее четвертой сессии, являются следующими:

a) поднять уровень международной торговли сахаром, в особенности с тем, чтобы увеличить экспортную выручку развивающихся экспортирующих стран;

b) достигнуть стабильных условий в международной торговле сахаром, включая избежание чрезмерных колебаний цен на уровнях, которые были бы выгодными и справедливыми для производителей и справедливыми для потребителей, и учитывали бы, в частности, влияние инфляции или дефляции, колебания обменных курсов, тенденцию в ценах на сахар, потреблении, производстве, торговле, и запасах сахара и альтернативных подслащивающих веществ, а также зависимость цен на сахар от состояния мировой экономики или валютной системы;

c) обеспечить поставки сахара, достаточные для удовлетворения потребностей импортирующих стран по справедливым и приемлемым ценам;

d) увеличить потребление сахара и в особенности содействовать мероприятиям по поощрению потребления в странах, где потребление на душу населения является низким;

e) содействовать равновесию между предложением сахара и спросом на него в расширяющейся мировой торговле сахаром;

f) содействовать координации политики отдельных стран в области маркетинга сахара и способствовать организации рынка;

g) обеспечить для сахара из развивающихся стран адекватную долю на рынках развитых стран и все более широкий доступ на указанные рынки;

h) внимательно следить за использованием любых видов заменителей сахара, включая цикламаты и другие искусственные подслащивающие вещества; а также

i) расширять международное сотрудничество в вопросах, связанных с сахаром.

ГЛАВА II - ОПРЕДЕЛЕНИЯ

Статья 2

Определения

Для целей настоящего Соглашения:

1) "Организация" означает Международную организацию по сахару, на которую делается ссылка в статье 3;

2) "Совет" означает Международный совет по сахару, на который делается ссылка в статье 3;

3) "участник" означает:

a) сторону настоящего Соглашения, кроме стороны, давшей уведомление согласно пункту 1 "b" действующей на данный момент статьи 77; либо

b) территорию или группу территорий, в отношении которых было сделано уведомление в соответствии с пунктом 3 статьи 77;

4) "экспортирующий участник" означает любую экспортирующую страну или территорию, перечисленную как таковую в приложении V к настоящему Соглашению, которая становится участником Организации, или любую страну или территорию, не перечисленную таким образом, которой предоставлен статус экспортирующего участника после ее присоединения к настоящему Соглашению, либо в соответствии со статьей 6;

5) "импортирующий участник" означает любую импортирующую страну, перечисленную как таковую в приложении V к настоящему Соглашению, которая становится участником Организации, или любую страну, не перечисленную таким образом, которой предоставлен статус импортирующего участника после ее присоединения к настоящему Соглашению, либо в соответствии со статьей 6;

6) "Фонд" означает Фонд финансирования запасов, учреждаемый согласно статье 49;

7) "специальное большинство голосов" означает большинство голосов, требующее, по крайней мере, две трети голосов, поданных присутствующими и голосующими участниками, и, по крайней мере, две трети голосов, поданных присутствующими и голосующими импортирующими участниками, при условии, что число поданных таким образом голосов представляет не менее половины присутствующих и голосующих участников;

8) "раздельное простое большинство голосов" означает большинство голосов, требующее более половины общего числа голосов присутствующих и голосующих экспортирующих участников, и более половины общего числа голосов присутствующих и голосующих импортирующих участников при условии, что число поданных таким образом голосов представляет не менее половины присутствующих и голосующих участников в каждой категории;

9) "финансовый год" означает контингентный год;

10) "контингентный год" означает период с 1 января по 31 декабря включительно;

11) "тонна" означает метрическую тонну, т.е. 1 000 кг, а "фунт" означает английский торговый фунт, т.е. 453,592 г; количества сахара, указанные в настоящем Соглашении, выражаются в переводе на сахар-сырец в весе нетто (любое количество сахара в переводе на сахар-сырец означает его эквивалент в сахаре-сырце, составляющем 96° по полярископу);

12) "сахар" означает сахар в любом из его принятых в торговле видов, полученных из сахарного тростника или сахарной свеклы, включая пищевую мелассу и мелассы высших сортов, сиропы и любые другие виды жидкого сахара, используемые для употребления в пищу человеком, однако:

a) "сахар", как он определен выше, не включает конечные мелассы или низкосортные виды нецентрифугированного сахара, изготовленные примитивными методами, а также не включает для целей установления уровня экспорта по настоящему Соглашению сахар, предназначенный для иных целей, нежели употребление человеком в пищу. Совет определяет условия, на которых сахар рассматривается как предназначенный для использования в иных целях, нежели употребление человеком в пищу;

b) если Совет находит, что расширяющееся использование сахарных смесей создает угрозу для осуществления целей настоящего Соглашения, то эти смеси считаются сахаром в соответствии с содержанием сахара в них. Превышение экспортируемого количества сахарных смесей над количеством, которое экспортировалось до вступления в силу настоящего Соглашения, зачитывается в соответствии с содержанием сахара в таких смесях в действующую квоту или право на экспорт соответствующего экспортирующего участника;

13) "свободный рынок" означает общий объем нетто-импорта мирового рынка, за исключением нетто-импорта, являющегося результатом действия специальных соглашений, на которые делается ссылка в главе IX настоящего Соглашения;

14) "нетто-импорт" означает общий объем импорта сахара, за вычетом общего объема экспорта сахара;

15) "нетто-экспорт" означает общий объем экспорта сахара (за исключением сахара, который поставляется в качестве запасов на суда, запасающиеся продовольствием в отечественных портах), за вычетом общего объема импорта сахара;

16) "основной экспортный тоннаж" означает количество, установленное в соответствии со статьей 34;

17) "глобальная квота" означает количество сахара, которое указано в пункте 2 статьи 40 и которое может быть скорректировано в соответствии с положениями статьи 44;

18) "действующая квота" означает количество сахара, которое участник может экспортировать на свободный рынок сверх общего объема своего импорта с упомянутого рынка в течение соответствующего контингентного года и которое может устанавливаться и корректироваться в соответствии с настоящим Соглашением;

19) "цент" или "центы" означают цент или центы Соединенных Штатов Америки;

20) "цена дня" означает цену, вычисленную в соответствии с положениями пункта 1 статьи 61;

21) "преобладающая цена" в любой из биржевых дней является средней величиной цены дня за непосредственно предшествующий период, состоящий из 15 последовательных биржевых дней, включая указанный биржевый день; уровень преобладающей цены по отношению к любому конкретному уровню цены является таким, как он определен в пункте 2 статьи 61;

22) "вступление в силу" означает дату, по состоянию на которую данное Соглашение вступит в силу временно или окончательно, как предусматривается в статье 75;

23) любая ссылка в данном Соглашении на "правительство, приглашенное на Конференцию Организации Объединенных Наций по сахару 1977 года", толкуется как включающая ссылку на Европейское экономическое сообщество (в дальнейшем именуемое "ЕЭС"); соответственно любая ссылка в данном Соглашении на "подписание данного Соглашения" или на "депонирование ратификационной грамоты, акта о принятии, одобрении или присоединении" каким-либо правительством должна толковаться применительно к ЕЭС как включающая подписание от имени ЕЭС его компетентным органом, а также депонирование акта, который по конституционным процедурам ЕЭС необходимо депонировать для заключения международного соглашения;

24) "развивающиеся экспортирующие участники" и "развивающиеся импортирующие участники" - это участники, которые указаны как таковые в приложении III.

ГЛАВА III - МЕЖДУНАРОДНАЯ ОРГАНИЗАЦИЯ ПО САХАРУ, СОСТАВ УЧАСТНИКОВ И СТАТУС

Статья 3

Продолжение функционирования, местонахождение и структура Международной организации по сахару

1. Международная организация по сахару, учрежденная в рамках Международного соглашения по сахару 1968 года и сохраненная в рамках Международного соглашения по сахару 1973 года, сохранит существование с целью управления механизмом настоящего Соглашения и контроля за его выполнением, располагая при этом составом участников, полномочиями и выполняя функции, которые определены настоящим Соглашением.

2. Местонахождением Организации является Лондон, если только Совет специальным большинством голосов не примет иного решения.

3. Организация осуществляет свои функции через Международный совет по сахару, его Исполнительный комитет, его Исполнительного директора и штат сотрудников последнего, а также через Фонд финансирования запасов сахара и другие органы, предусмотренные в настоящем Соглашении.

Статья 4

Участие в Организации

1. Каждая сторона является отдельным участником Организации, за исключением случаев, предусмотренных в пунктах 2 и 3 настоящей статьи.

2. a) Если в уведомлении согласно подпункту 1 "a" статьи 77 сторона заявляет, что настоящее Соглашение будет распространяться на развивающуюся территорию или территории, которые желают участвовать в настоящем Соглашении, то при наличии ясно выраженного согласия и одобрения с их стороны возможно:

i) либо коллективное участие в Соглашении данной стороны вместе с указанными территориями;

ii) либо, в случае уведомления данной стороной согласно пункту 3 статьи 77, отдельное участие: индивидуальное, совместное или групповое для территорий, которые станут при этом самостоятельным экспортирующим участником, и отдельное участие территорий, которые станут при этом самостоятельным импортирующим участником.

b) Если сторона делает уведомление в соответствии с подпунктом 1 "b" и пунктом 3 статьи 77, имеет место отдельное участие согласно подпункту "a" "ii" настоящего пункта.

3. Сторона, сделавшая уведомление согласно подпункту 1 "b" статьи 77 и не взявшая его обратно, не является участником Организации.

Статья 5

Привилегии и иммунитеты

1. Организация является юридическим лицом. Она, в частности, пользуется правом заключать договоры, приобретать и отчуждать движимое и недвижимое имущество и быть стороной в судебном процессе.

2. Статус, привилегии и иммунитеты Организации на территории Соединенного Королевства продолжают регулироваться Соглашением о штаб-квартире между правительством Соединенного Королевства Великобритании и Северной Ирландии и Международной организацией по сахару, подписанным в Лондоне 29 мая 1969 года.

3. Если местонахождение Организации переводится в страну, которая является участником Организации, то указанный участник в кратчайший срок заключает с Организацией соглашение, подлежащее утверждению Советом, относительно статуса, привилегий и иммунитетов Организации, ее Исполнительного директора, штата ее сотрудников и экспертов, а также представителей участников в период их пребывания в указанной стране с целью осуществления своих функций.

4. Если по соглашению, предусмотренному в пункте 3 настоящей статьи, в период до заключения указанного соглашения не применяется никакая иная договоренность в отношении налогообложения, новая принимающая страна-участник:

a) освобождает от налогообложения суммы вознаграждения, выплачиваемые Организацией своим сотрудникам, за тем исключением, что указанное освобождение не распространяется на граждан самой принимающей страны-участника; и

b) освобождает от налогообложения активы, доходы и прочее имущество Организации.

5. Если местонахождение Организации переводится в страну, которая не является участником Организации, то Совет до указанного перевода получает письменное заверение от правительства упомянутой страны в том, что:

a) последнее в кратчайший срок заключит с Организацией соглашение, указанное в пункте 3 настоящей статьи; а также

b) в период до заключения указанного соглашения предоставит освобождения, предусмотренные в пункте 4 настоящей статьи.

6. Совет прилагает усилия к тому, чтобы указанное в пункте 3 настоящей статьи соглашение с правительством страны, в которую переводится местонахождение Организации, было заключено до указанного перевода.

Статья 6

Изменение статуса

Участник может изменить категорию членства на условиях, которые могут быть определены Советом в консультации с заинтересованным участником. В случае перехода импортирующего участника в категорию экспортирующего участника, Совет, кроме того, специальным большинством голосов определяет основной экспортный тоннаж или право на экспорт данного участника, который считается включенным соответственно в приложение I или приложение II.

ГЛАВА IV - МЕЖДУНАРОДНЫЙ СОВЕТ ПО САХАРУ

Статья 7

Состав Международного совета по сахару

1. Высшим органом Организации является Международный совет по сахару, в состав которого входят все участники Организации.

2. Каждый участник представлен в Совете одним представителем и, если он сочтет это целесообразным, одним или несколькими заместителями представителя. Участник может так же назначить одного или нескольких советников при своем представителе или заместителях представителя.

Статья 8

Полномочия и функции Совета

1. Совет обладает всеми полномочиями и выполняет или обеспечивает выполнение всех функций, которые необходимы для проведения в жизнь положений настоящего Соглашения.

2. Совет специальным большинством голосов устанавливает правила и нормы, которые необходимы для выполнения положений настоящего Соглашения и не противоречат ему, включая правила процедуры Совета, его комитетов, фонда финансирования запасов сахара, а также финансовые и кадровые нормы Организации. Совет может предусмотреть в своих правилах процедуры возможность решения определенных вопросов без созыва заседаний.

3. Совет ведет документацию, которая необходима для выполнения им своих функций по настоящему Соглашению, а также любую иную документацию, которую он сочтет необходимой.

4. Совет публикует годовой отчет и любую иную информацию, которую он сочтет необходимой.

Статья 9

Председатель и Заместитель председателя Совета

1. На каждый контингентный год Совет избирает из числа делегаций Председателя и Заместителя председателя, которые выполняют свои обязанности без вознаграждения со стороны Организации.

2. Председатель и Заместитель председателя избираются по следующему принципу: один - из числа делегаций импортирующих участников и другой - из числа делегаций экспортирующих участников. Как правило, каждый контингентный год две категории участников чередуются между собой в избрании своих представителей на каждый из этих постов при условии, однако, что это не лишает Совет права в исключительных обстоятельствах вторично избрать Председателя или Заместителя председателя или того и другого, если Совет принимает такое решение специальным большинством голосов. В случае такого вторичного избрания какого-либо из должностных лиц неизменно применяется правило, изложенное в первом предложении настоящего пункта.

3. В случае временного отсутствия как Председателя, так и Заместителя председателя или постоянного отсутствия одного из них или обоих Совет может избрать из числа делегаций новых должностных лиц для временного или постоянного исполнения обязанностей, в зависимости от обстоятельств, с учетом принципа чередования, установленного в пункте 2 настоящей статьи.

4. Ни Председатель, ни какое-либо другое должностное лицо, председательствующее на заседаниях Совета, не участвует в голосовании. Однако они могут назначить другое лицо для осуществления права голоса участника, которого они представляют.

Статья 10

Сессии Совета

1. Совет, как правило, проводит одну очередную сессию в каждом полугодии контингентного года.

2. Помимо заседаний в связи с другими мероприятиями, конкретно предусмотренными в данном Соглашении, Совет собирается также на специальные сессии во всех случаях, когда он принимает решение об этом, или по требованию:

a) любых пяти участников;

b) участников, располагающих не менее чем 250 голосами;

c) Исполнительного комитета; или

d) Комитета по пересмотру цен.

3. Извещение о созыве сессий рассылается, по меньшей мере, за тридцать календарных дней до их открытия, за исключением экстренных случаев, когда такое извещение рассылается, по меньшей мере, за десять дней до открытия сессии, и случаев, когда настоящим Соглашением предусмотрен иной срок.

4. Сессии проводятся в штаб-квартире Организации, если только Совет специальным большинством голосов не принимает иного решения. Если какой-либо участник предлагает Совету провести сессию не в штаб-квартире Организации, а в ином месте, и Совет согласен поступить таким образом, то такой участник оплачивает связанные с этим дополнительные расходы.

Статья 11

Распределение голосов

1. Экспортирующие участники все вместе располагают 1 000 голосами, и импортирующие участники все вместе располагают 1 000 голосами.

2. Ни один участник не располагает более чем 300 голосами или менее чем 5 голосами.

3. При голосовании не должно быть дробления голосов.

4. Вся 1 000 голосов экспортирующих участников распределяется между ними пропорционально средневзвешенной величине следующих факторов:

a) их основные экспортные тоннажи или права на экспорт 50%

b) их общий нетто-экспорт

i) на свободный рынок 18%

ii) по специальным соглашениям 7%

c) их общего производства 25%

Показатели, которые будут использоваться для целей пунктов "b" и "c" по каждому из этих факторов, будут средними за два наилучших из трех предшествующих лет, по которым имеются данные.

5. Голоса импортирующих участников распределяются между ними пропорционально размерам их нетто-импорта со свободного рынка и по специальным соглашениям, и их число подсчитывается раздельно согласно следующей формуле:

a) Каждый импортирующий участник располагает той частью от 900 голосов, которую составляет его среднегодовой нетто-импорт со свободного рынка за предшествующие четыре года, без учета года его наименьшего импорта со свободного рынка, в общем объеме такого среднего импорта всех импортирующих участников со свободного рынка;

b) Каждый импортирующий участник располагает той частью от 100 голосов, которую составляет его импорт по специальным соглашениям за предшествующий год в общем импорте по специальным соглашениям всех импортирующих участников за предшествующий год.

6. Голоса распределяются в начале каждого контингентного года в соответствии с положениями настоящей статьи, и это распределение остается в силе на протяжении всего контингентного года, за исключением тех случаев, которые предусмотрены в пункте 7 настоящей статьи.

7. В тех случаях, когда изменяется состав участников организации, территориальный состав какого-либо участника или состав свободного рынка или когда какой-либо участник временно лишается права голоса или вновь получает право голоса согласно любому положению настоящего Соглашения, Совет осуществляет перераспределение общего количества голосов в соответствующей категории или категориях участников на основе формул, указанных в настоящей статье.

Статья 12

Процедура голосования в Совете

1. Каждый участник имеет право подавать то число голосов, которым он располагает согласно статье 11. Он не имеет права делить эти голоса.

2. Путем письменного извещения Председателя любой экспортирующий участник может уполномочить любого другого экспортирующего участника и любой импортирующий участник может уполномочить любого другого импортирующего участника представлять его интересы и подавать его голоса на любом заседании или заседаниях Совета. Копия таких полномочий рассматривается любым мандатным комитетом, который может быть создан в соответствии с правилами процедуры Совета.

3. Участник, уполномоченный другим участником подавать голоса, которыми последний располагает согласно статье 11, подает эти голоса в соответствии с данным ему полномочием и с пунктом 2 настоящей статьи.

Статья 13

Решения Совета

1. Все решения и все рекомендации Совета принимаются простым большинством голосов, если только Соглашением не предусматривается специальное большинство голосов.

2. При подсчете числа голосов, необходимого для принятия Советом любого решения, голоса участников, воздержавшихся от голосования, не учитываются. Если какой-либо участник воспользовался положениями пункта 2 статьи 12 и его голоса были поданы на заседании Совета, то такой участник для целей пункта 1 настоящей статьи считается присутствующим и голосующим.

3. Все решения Совета, принятые в соответствии с настоящим Соглашением, являются обязательными для участников.

Статья 14

Сотрудничество с другими организациями

1. Совет принимает любые необходимые меры для организации консультаций или сотрудничества с Организацией Объединенных Наций и ее органами, в частности с ЮНКТАД и с Продовольственной и сельскохозяйственной организацией, а также другими специализированными учреждениями Организации Объединенных Наций и межправительственными организациями, как это может быть сочтено целесообразным.

2. Учитывая особую роль ЮНКТАД в международной торговле сырьевыми и продовольственными товарами, Совет должным образом информирует ЮНКТАД о своей деятельности и программах работы.

3. Совет может также принимать любые необходимые меры для поддержания эффективного контакта с международными организациями производителей сырья для сахарной промышленности, изготовителей сахара и торговцев сахаром.

Статья 15

Приглашение наблюдателей

1. Совет может пригласить любую страну, которая не является участником Соглашения, присутствовать на любом из своих заседаний в качестве наблюдателя.

2. Совет может также пригласить любую из организаций, упомянутых в пункте 1 статьи 14, присутствовать на любом из своих заседаний в качестве наблюдателя.

Статья 16

Кворум на заседаниях Совета

Кворум на любом заседании Совета составляет присутствие более половины всех экспортирующих участников и более половины всех импортирующих участников, присутствующие участники должны располагать, по меньшей мере, двумя третями общего количества голосов всех участников соответствующей категории. Если в намеченный день открытия сессии Совета кворум отсутствует или если в ходе работы сессии Совета кворум отсутствует на трех заседаниях подряд, то заседание Совета откладывается на семь дней; с указанного момента и до конца данной сессии кворум составляет присутствие более половины всех экспортирующих участников и более половины всех импортирующих участников; присутствующие участники должны представлять более половины общего количества голосов всех участников соответствующей категории. Представительство в соответствии с пунктом 2 статьи 12 рассматривается как присутствие участника.

ГЛАВА V - ИСПОЛНИТЕЛЬНЫЙ КОМИТЕТ

Статья 17

Состав Исполнительного комитета

1. Исполнительный комитет состоит из десяти экспортирующих участников и десяти импортирующих участников, которые избираются на каждый контингентный год в соответствии со статьей 18 и могут быть избраны на новый срок.

2. Каждый член Исполнительного комитета назначает одного представителя и, кроме того, может назначить одного или более заместителя председателя и советников.

3. Исполнительный комитет на каждый контингентный год избирает своего председателя. Последний не имеет права голоса и может быть избран на новый срок.

4. Исполнительный комитет собирается на заседания в штаб-квартире Организации, если только он не принимает иного решения. Если какой-либо участник предлагает провести заседание Исполнительного комитета не в штаб-квартире Организации, а в ином месте, и Исполнительный комитет согласен поступать таким образом, то такой участник оплачивает связанные с этим дополнительные расходы.

Статья 18

Выборы Исполнительного комитета

1. Экспортирующие и импортирующие участники-члены Исполнительного комитета избираются в Совете соответственно экспортирующими и импортирующими участниками Организации. Выборы в каждой категории участников проводятся в соответствии с положениями пунктов 2-7 включительно настоящей статьи.

2. Каждый участник отдает все голоса, которыми он располагает согласно статье 11, только одному кандидату. Участник может отдать другому кандидату любые голоса, которые он имеет право использовать в соответствии с пунктом 2 статьи 12.

3. Избранными считаются десять кандидатов, получивших наибольшее число голосов; однако для того чтобы быть избранным в первом туре голосования, кандидат должен получить по меньшей мере 60 голосов.

4. Если в первом туре голосования избирается менее десяти кандидатов, проводятся дальнейшие туры голосования, в которых правом голоса пользуются лишь участники, не голосовавшие ни за одного из избранных кандидатов. При каждом следующем туре голосования минимальное число голосов, необходимое для избрания, последовательно уменьшается на пять до тех пор, пока не будет избрано десять кандидатов.

5. Любой участник, который не голосовал ни за одного из избранных в Комитет членов, может при условии выполнения пунктов 6 и 7 настоящей статьи передать впоследствии свои голоса одному из них.

6. Считается, что член Комитета получил то число голосов, которое было первоначально подано за него при избрании, плюс то число голосов, которое ему передано, при условии, что общее число голосов, полученных каждым избранным членом Комитета, не превышает 300.

7. Если число голосов, которые считаются полученными избранным членом Комитета, превышает 300, то участники, которые голосовали за такого избранного члена Комитета или передали ему свои голоса, договариваются между собой о том, чтобы один или несколько из них отозвали свои голоса, отданные за этого члена Комитета или переданные последнему, и передали их другому избранному члену Комитета с таким расчетом, чтобы число голосов, полученных каждым избранным членом Комитета, не превышало 300 голосов.

8. Если какой-либо член Исполнительного комитета временно лишается права голоса по любому из соответствующих положений настоящего Соглашения, то каждый участник, который проголосовал за него или передал ему свои голоса в соответствии с настоящей статьей, может в течение периода, когда действует упомянутое временное лишение права голоса, передать свои голоса любому другому члену Комитета в своей категории при условии выполнения положений пункта 6 настоящей статьи.

9. Если какой-либо член Комитета перестает быть участником Организации, то участники, которые проголосовали за него или передали ему свои голоса, и участники, которые не голосовали за другого члена Комитета или не ему передавали своих голосов, избирают на очередной сессии Совета другого участника для заполнения вакансии в Комитете. Любой участник, который проголосовал за члена Комитета, переставшего быть участником Организации, или передал свои голоса последнему и который не голосует за участника, избранного для заполнения вакансии в Комитете, может с соблюдением условий пункта 6 настоящей статьи передать свои голоса другому члену Комитета.

10. При особых обстоятельствах и после проведения консультаций с членом Исполнительного комитета, за которого он проголосовал или которому передал свои голоса в соответствии с положениями настоящей статьи, участник может отозвать свои голоса у упомянутого члена Комитета на оставшуюся часть контингентного года. Указанный участник может затем передать эти голоса другому члену Исполнительного комитета в своей категории, но не может отозвать их у упомянутого другого члена на оставшуюся часть указанного года. Член Исполнительного комитета, у которого голоса были отозваны, сохраняет свое место в Исполнительном комитете на оставшуюся часть указанного года. Любое действие, предпринятое в соответствии с положениями настоящего пункта вступает в силу после того, как председатель Исполнительного комитета будет информирован о нем в письменном виде.

Статья 19

Передача Советом своих полномочий Исполнительному комитету

1. Совет может специальным большинством голосов передать Исполнительному комитету осуществление любых или всех своих полномочий, за исключением следующих:

a) местонахождение штаб-квартиры Организации согласно пункту 2 статьи 3;

b) решения в отношении изменения статуса участников согласно статье 6;

c) назначение Исполнительного директора согласно пункту 1 статьи 22; и назначение Управляющего Фондом финансирования запасов сахара согласно пункту 4 статьи 50;

d) утверждение административного бюджета и установление взносов согласно статье 24 и утверждение счетов Фонда финансирования запасов сахара согласно пункту 2 статьи 50;

e) применение статьи 29 к Новым специальным соглашениям согласно пункту 5 этой статьи;

f) определение основных экспортных тоннажей согласно пункту 2 статьи 34;

g) распределение основных экспортных тоннажей согласно пункту 4 статьи 35;

h) установление глобальной квоты согласно статье 40;

i) принятие решения согласно пункту 2 статьи 41;

j) пересмотр ограничений в отношении максимальных запасов согласно пункту 4 статьи 48;

k) утверждение правил процедуры Фонда финансирования запасов сахара согласно пункту 3 статьи 49;

l) корректировка уровня взносов и приостановление взносов в Фонд финансирования запасов сахара согласно пункту 1 статьи 51;

m) корректировка размеров ссуды из Фонда финансирования запасов сахара согласно пункту 1 статьи 53;

n) решения в отношении ликвидации активов Фонда финансирования запасов сахара согласно статье 54;

o) корректировка уровней цены согласно статье 62;

p) освобождение от обязанностей согласно статье 69;

q) разрешение споров согласно статье 70;

r) временное лишение участника права голосования и других прав согласно пункту 3 статьи 71;

s) присоединение новых участников согласно статье 76;

t) исключение участника из Организации согласно статье 80;

u) рекомендации о внесении поправок в Соглашение согласно статье 82;

v) продление или прекращение действия данного Соглашения согласно статье 83.

2. Совет может в любой момент отозвать любую передачу полномочий Исполнительному комитету.

Статья 20

Процедура голосования и принятие решений в Исполнительном комитете

1. Каждый член Исполнительного комитета имеет право подавать то число голосов, которое было им получено в соответствии с положениями статьи 18, и не может делить эти голоса.

2. Любые решения, принимаемые Исполнительным комитетом, требуют такого же большинства голосов, которое необходимо для принятия указанного решения в Совете.

3. Любой участник имеет право обжаловать в Совете любое решение Исполнительного комитета при соблюдении таких условий, которые Совет может предусмотреть в своих правилах процедуры.

Статья 21

Кворум на заседаниях Исполнительного комитета

Кворум на любом заседании Исполнительного комитета составляет присутствие более половины всех экспортирующих членов Комитета и более половины всех импортирующих членов Комитета; присутствующие члены должны представлять по меньшей мере две трети общего количества голосов всех членов Комитета в их соответствующих категориях.

ГЛАВА VI - ИСПОЛНИТЕЛЬНЫЙ ДИРЕКТОР И ШТАТ СОТРУДНИКОВ

Статья 22

Исполнительный директор и штат сотрудников

1. Совет после проведения консультаций с Исполнительным комитетом назначает специальным большинством голосов Исполнительного директора. Условия назначения Исполнительного директора устанавливаются Советом в свете условий, применяемых к соответствующим должностным лицам аналогичных межправительственных организаций.

2. Исполнительный директор является главным административным должностным лицом Организации и несет ответственность за выполнение любых обязанностей, возлагаемых на него, по управлению механизмом настоящего Соглашения.

3. Исполнительный директор назначает сотрудников в соответствии с нормами, установленными Советом. При разработке таких норм Совет учитывает нормы, применяемые к должностным лицам аналогичных межправительственных организаций.

4. Ни Исполнительный директор, ни какой-либо сотрудник персонала не может иметь никаких финансовых интересов в сахарной промышленности или в торговле сахаром.

5. Исполнительный директор и сотрудники не запрашивают и не получают указаний относительно своих обязанностей по настоящему Соглашению от какого-либо участника или от органа, постороннего для Организации. Они воздерживаются от любых действий, которые могли бы отразиться на их положении международных должностных лиц, ответственных только перед Организацией. Каждый участник уважает строго международный характер обязанностей Исполнительного директора и персонала и не пытается оказать на них влияние при исполнении ими своих обязанностей.

ГЛАВА VII - ФИНАНСЫ

Статья 23

Расходы

1. Расходы делегаций, участвующих в работе Совета, представителей в Исполнительном комитете и представителей в любых комитетах Совета или Исполнительного комитета покрываются соответствующими участниками.

2. Расходы, требующиеся для управления механизмом настоящего Соглашения, за исключением расходов по управлению Фондом финансирования запасов сахара, покрываются за счет ежегодных взносов участников; величина этих взносов устанавливается в соответствии со статьей 24. Однако, если какой-либо участник просит о предоставлении специальных услуг, Совет может потребовать от него оплатить последние.

3. По расходам, относящимся к управлению механизмом настоящего Соглашения, ведется соответствующая отчетность.

Статья 24

Утверждение административного бюджета и установление размера взносов

1. Во второй половине каждого финансового года Совет утверждает административный бюджет Организации на следующий финансовый год и устанавливает размер взносов каждого участника в упомянутый бюджет.

2. Взносы каждого участника в административный бюджет в каждый финансовый год устанавливаются пропорционально отношению числа голосов, которыми располагает данный участник в момент утверждения административного бюджета на указанный финансовый год, к общему числу голосов всех участников. При установлении взносов голоса каждого участника подсчитываются без учета временного лишения кого-либо из участников права голоса и без учета произведенного в результате этого перераспределения голосов.

3. Первоначальный взнос любого участника, присоединившегося к Организации после вступления в силу настоящего Соглашения, устанавливается Советом на основе количества голосов, которыми будет располагать участник, и срока, оставшегося до конца текущего финансового года, а также на следующий финансовый год, если упомянутый участник присоединяется к Организации в период между утверждением бюджета на указанный год и началом последнего; однако размеры взносов, установленные для других участников, при этом не меняются. При установлении размера взносов участников, принятых в Организацию после утверждения бюджета на данный контингентный год или годы, голоса указанных участников вычисляются без учета временного лишения кого-либо из участников права голоса и без учета произведенного в результате этого перераспределения голосов.

4. Если настоящее Соглашение вступит в силу более чем на восемь месяцев до начала первого полного финансового года настоящего Соглашения, то Совет на своей первой сессии утверждает административный бюджет на период до начала первого полного финансового года. В противном случае первый административный бюджет охватывает как первоначальный период, так и первый полный финансовый год.

5. Совет может принимать меры, которые сочтет целесообразными, при утверждении бюджета на первый год действия данного Соглашения, а также на первый год вслед за любым продлением настоящего Соглашения по статье 83, с тем чтобы смягчить последствия для суммы взносов в упомянутые годы, которые могут быть вызваны ограниченным составом участников настоящего Соглашения в момент утверждения бюджета на указанные годы.

Статья 25

Уплата взносов

1. Взносы в административный бюджет на каждый финансовый год подлежат уплате в свободно конвертируемых валютах начиная с первого дня указанного финансового года; взносы участников в отношении финансового года, в котором они присоединяются к Организации, подлежат уплате начиная с той даты, с которой они становятся участниками.

2. Если по истечении четырех месяцев после наступления даты, когда его взнос подлежит уплате в соответствии с пунктом 1 настоящей статьи, какой-либо участник не уплатил полностью своего взноса в административный бюджет, Исполнительный директор предлагает этому участнику произвести платеж в кратчайший срок. Если по истечении двух месяцев после указанного обращения Исполнительного директора данный участник все же не уплатит свой взнос, то он временно лишается права голоса в Совете и в Исполнительном комитете до тех пор, пока полностью не уплатит свой взнос.

3. Участник, временно лишенный права голоса в соответствии с пунктом 2 настоящей статьи, не утрачивает никаких других своих прав и не освобождается от своих обязанностей по настоящему Соглашению, если только Совет не примет иного решения специальным большинством голосов. Он продолжает нести ответственность по уплате своего взноса и по исполнению любого иного из своих финансовых обязательств по настоящему Соглашению.

Статья 26

Ревизия и опубликование отчетности

В кратчайший срок по окончании каждого финансового года Совету для утверждения и опубликования представляются заверенные независимыми бухгалтерами-ревизорами финансовые отчеты Организации за указанный финансовый год.

ГЛАВА VIII - ПРЕДЕЛЫ РЕГУЛИРОВАНИЯ ЭКСПОРТА

Статья 27

Пределы регулирования

Настоящее Соглашение регулирует поставки сахара на свободный рынок, а также другие связанные с этим вопросы. В нем учитываются специальные соглашения, указанные в главе IX, а также допускаются определенные безвозмездные поставки сахара без зачета в действующие квоты или или право на экспорт согласно статье 28.

Статья 28

Безвозмездные поставки сахара

1. Безвозмездные поставки сахара экспортирующим участником в рамках программ помощи Организации Объединенных Наций или любого из ее специализированных учреждений не зачитываются в действующую квоту или право на экспорт участника, осуществляющего безвозмездные поставки, если только Совет не примет иного решения.

2. Совет устанавливает условия, согласно которым безвозмездные поставки сахара экспортирующим участником, за исключением поставок согласно пункту 1 настоящей статьи, не зачитываются в действующую квоту или право на экспорт участника, осуществляющего безвозмездные поставки. Упомянутые условия предусматривают, в частности, заблаговременные консультации и адекватные меры защиты нормальной структуры торговли. На сахар, поставленный безвозмездно упомянутым образом, не распространяется изъятие согласно настоящему пункту, если только он не предназначен исключительно для внутреннего потребления в странах-получателях.

3. Экспортирующий участник, осуществляющий безвозмездные поставки сахара, немедленно уведомляет Совет обо всех таких поставках. Без ущерба для пунктов 1 и 2 настоящей статьи участник, считающий, что безвозмездные поставки наносят или могут нанести ущерб его интересам, может обратиться к Совету с просьбой рассмотреть указанный вопрос. После соответствующего рассмотрения Совет дает рекомендации, которые сочтет целесообразными.

4. Информацию о положении с безвозмездными поставками сахара Совет включает в свой годовой отчет.

ГЛАВА IX - СПЕЦИАЛЬНЫЕ СОГЛАШЕНИЯ

Статья 29

Общие положения

1. Ни одно из положений других глав настоящего Соглашения не противоречит и не ограничивает прав и обязательств участников по специальным соглашениям, указанным в статьях 30, 31, 32 и 33. Указанные специальные соглашения трактуются так, как это предусматривается в упомянутых статьях, с соблюдением пунктов 2-4 настоящей статьи.

2. Участники признают, что основные экспортные тоннажи и права на экспорт, устанавливаемые согласно статьям 34 и 35, основаны на постоянстве и стабильности специальных соглашений, на которые делается ссылка в статьях 30, 31, 32 и 33. Если в составе участников одного или более специальных соглашений, на которые делается ссылка в упомянутых статьях, происходит изменение и это изменение затрагивает участника или участников данного соглашения, либо если происходит существенное изменение в положении одного или более участников данного соглашения, состоящих в одном или более из упомянутых соглашений, то Совет собирается для рассмотрения вопроса о соответствующих компенсирующих корректировках в основных экспортных тоннажах или правах на экспорт, устанавливаемых согласно статьям 34 и 35, руководствуясь следующими положениями:

a) при условии выполнения подпунктов "b", "c" и "d" настоящего пункта основные экспортные тоннажи соответствующего участника или участников уменьшаются в полном объеме любого увеличения (или увеличиваются в полном объеме любого уменьшения, или устанавливаются на уровне, равном последнему) в их ежегодных правах на экспорт по соответствующему специальному соглашению или соглашениям, которое является результатом изменений в составе участников или в положении, на которые делается ссылка выше;

b) если были сделаны компенсирующие корректировки согласно подпункту "a" настоящего пункта, Совет также устанавливает любые необходимые переходные мероприятия, охватывающие тот год, в котором имеют место указанные изменения;

c) если компенсирующие корректировки, предусмотренные в подпунктах "a" и "b" настоящего пункта, не могут быть сделаны в отношении основных экспортных тоннажей, устанавливаемых согласно статье 34, ввиду того что вышеупомянутые изменения в составе участников или в их положении в специальных соглашениях влекут за собой крупные структурные изменения на рынке сахара или существенное изменение в положении какого-либо крупного поставщика или поставщиков по любому такому специальному соглашению, Совет даст рекомендации участникам о внесении поправок в настоящее Соглашение в соответствии с положениями статьи 82 или о немедленном пересогласовании основных экспортных тоннажей. До включения в основные экспортные тоннажи изменений, возникших в результате указанных поправок или пересогласования, применение измененных или установленных основных экспортных тоннажей осуществляется на временной основе;

d) любой участник или участники, не удовлетворенные результатами пересогласования согласно подпункту "c" настоящего пункта, могут выйти из настоящего Соглашения в соответствии с положениями статьи 79.

3. Участники, являющиеся сторонами в специальных соглашениях, упомянутых в статье 30, должны обеспечивать Совет подробной информацией об условиях данных соглашений, о количествах сахара, которые должны быть импортированы или экспортированы в соответствии с указанными соглашениями в каждый год действия настоящего Соглашения, а также о любых изменениях характера указанных соглашений в течение 30 дней после наступления этих изменений.

4. Участники любого из специальных соглашений, упомянутых в данной главе, ведут свою торговлю сахаром в рамках указанных соглашений таким образом, чтобы не наносить ущерба целям Соглашения. Если специальные соглашения предусматривают реэкспорт сахара на свободный рынок, участники, входящие в указанные соглашения, принимают меры, которые считают целесообразными, с тем чтобы в тех случаях, когда в соответствующих статьях настоящего Соглашения отсутствуют положения о количествах такого экспорта, любое увеличение торговли по упомянутым соглашениям сверх количеств, которые ежегодно продавались и покупались до вступления настоящего Соглашения в силу, не вызывало рост реэкспорта на свободный рынок.

5. По просьбе заинтересованных участников Совет специальным большинством голосов может применять положения данной статьи к специальным соглашениям, заключенным после вступления данного соглашения в силу. При этом основные экспортные тоннажи соответствующего участника или участников автоматически уменьшаются на количество, равное полному объему ежегодного права на экспорт по соответствующему соглашению или соглашениям.

Статья 30

Экспорт в Европейское экономическое сообщество

Экспорт в ЕЭС по условиям Ломейской конвенции 1975 года, а также по решению Совета ЕЭС от 29 июня 1975 года относительно ассоциирования с ЕЭС заморских стран и территорий и соглашению от 19 июля 1975 года между ЕЭС и Республикой Индия в пределах количеств, предусмотренных упомянутыми актами и соглашениями с возможными корректировками в рамках указанных актов и соглашений, не зачитывается в действующие квоты или права на экспорт соответствующих участников согласно главе X Соглашения.

Статья 31

Экспорт Кубы в социалистические страны

1. Экспорт Кубы в следующие социалистические страны не зачитывается в ее действующую квоту согласно главе X: Болгарию, Венгрию, Германскую Демократическую Республику, Монголию, Польшу, Румынию, Союз Советских Социалистических Республик и Чехословакию.

2. Совокупный экспорт Кубы в Албанию, Вьетнам, Китай, Корейскую Народно-Демократическую Республику и Югославию в размере до 650 000 тонн в каждом из двух первых контингентных лет настоящего Соглашения не будет зачитываться в ее действующую квоту согласно главе X. Количества сахара, в пределах которых экспорт Кубы в указанные страны не будет зачитываться в ее действующую квоту в течение третьего, четвертого и пятого контингентных лет, будут устанавливаться Советом в первом квартале третьего контингентного года с учетом фактического экспорта в течение первых двух контингентных лет. Количества сверхъежегодных совокупных 650 000 тонн, которые могут быть экспортированы в указанные страны в течение первых двух контингентных лет, будут учитываться либо при установлении соответствующих количеств на третий, четвертый и пятый контингентный годы, либо при установлении основного экспортного тоннажа Кубы на указанные годы согласно пункту 2 статьи 34, но не в обоих случаях.

Статья 32

Статус и экспорт
Союза Советских Социалистических Республик

1. Без ущерба для статьи 31 учитывается весь импорт Союза Советских Социалистических Республик любого происхождения, и поэтому СССР предоставляется статус импортирующего участника.

2. Без ущерба для своего статуса, установленного в пункте 1 настоящей статьи, СССР обязуется ограничить общий объем своего экспорта сахара на свободный рынок в каждом из первых двух контингентных лет настоящего Соглашения до 500 000 тонн.

3. Количества, предусмотренные в пункте 2 настоящей статьи, а также тоннажи, устанавливаемые в дальнейшем на последующие контингентные годы согласно пункту 6 настоящей статьи 32 (2), не будут включать экспорт СССР в любую из стран, указанных в пунктах 1 и 2 статьи 31.

4. Экспорт СССР согласно настоящей статье не подлежит какому-либо сокращению согласно главе X настоящего Соглашения.

5. СССР не связан положениями настоящей статьи в течение любого периода, когда в силу пункта 4 статьи 44 квоты и прочие ограничения экспорта не действуют.

6. При рассмотрении основных экспортных тоннажей на третий, четвертый и пятый годы согласно пункту 2 статьи 34 Совет установит тоннажи экспорта СССР на указанные годы по согласованию с СССР.

Статья 33

Статус и экспорт Германской Демократической Республики

1. Германская Демократическая Республика, став импортирующим участником, обязуется ограничить общий объем своего экспорта сахара на свободный рынок в каждом из первых двух контингентных лет настоящего Соглашения до 75 000 тонн.

2. Экспорт Германской Демократической Республики согласно настоящей статье не подлежит какому-либо сокращению согласно главе X настоящего Соглашения.

3. Германская Демократическая Республика не будет связана положениями настоящей статьи в течение периода, когда в силу пункта 4 статьи 44 квоты и прочие ограничения экспорта не действуют.

4. При рассмотрении основных экспортных тоннажей на третий, четвертый и пятый годы согласно пункту 2 статьи 34 Совет установит тоннажи экспорта Германской Демократической Республики на указанные годы по согласованию с Германской Демократической Республикой.

ГЛАВА X - РЕГУЛИРОВАНИЕ ЭКСПОРТА

Статья 34

Распределение и уточнение основных экспортных тоннажей

1. Экспортирующие страны, перечисленные в приложении I, став участниками настоящего Соглашения, будут располагать в каждом из первых двух контингентных лет основными экспортными тоннажами, предусмотренными настоящим Соглашением с соблюдением условий подпункта 2"b" и пункта 3 статьи 76.

2. a) В первом квартале третьего контингентного года основные экспортные тоннажи, указанные в приложении I, подлежат пересогласованию. Указанное пересогласование осуществляется с учетом:

i) оценки свободного рынка за соответствующий период и существующей доли этого рынка у экспортирующих участников, имеющих основные экспортные тоннажи;

ii) основных экспортных тоннажей участников согласно приложению I;

iii) фактического экспорта, а также выполнения квот и обязательств по запасам в течение первых двух контингентных лет на основе статистических данных, являющихся удовлетворительными для Совета. В связи с этим соответствующие экспортирующие участники обязуются представить Совету статистические данные в отношении их производства, потребления, экспорта и импорта за 1979 контингентный год не позднее 15 февраля 1980 года;

iv) случаев, когда Совет специальным большинством голосов признал, что препятствием для экспорта или выполнения обязательств по настоящему Соглашению явились обстоятельства форс-мажора или другие особые обстоятельства;

v) роли сахара в экономике, зависимости от свободного рынка и особого положения небольших развивающихся участников, экспортные поступления которых в большой степени зависят от экспорта сахара;

vi) проектов расширения производства, осуществленных развивающимися экспортирующими участниками, основные экспортные тоннажи которых не превышают 300 000 т, или перечисленных в приложении II, о которых участник подробно сообщил Исполнительному директору после вступления в силу Соглашения как об осуществленных проектах большого значения для экономики соответствующих стран;

vii) любых других факторов, подлежащих учету.

b) Целью пересогласования является установление новых основных экспортных тоннажей, приемлемых для участников. По завершении пересогласования Совет специальным большинством голосов, включающим в данном случае по меньшей мере две трети голосов экспортирующих участников, присутствующих и участвующих в голосовании, может утвердить новые основные экспортные тоннажи на третий, четвертый и пятый контингентные годы действия Соглашения.

c) Если Совет не сможет установить новых основных экспортных тоннажей на соответствующий контингентный год с помощью процедуры, изложенной в подпункте "b" настоящего пункта до конца первого квартала данного года, основной экспортный тоннаж для каждого участника, перечисленного в приложении I, определяется в соответствии со следующей формулой:

i) на третий контингентный год - 50% его основного экспортного тоннажа и 50% его среднего относительного экспорта за 1978 и 1979 гг.;

ii) на четвертый контингентный год - среднее значение его относительного экспорта за 1978, 1979 и 1980 годы, исключая год наименьшего объема относительного экспорта;

iii) на пятый контингентный год - среднее значение относительного экспорта в 1979, 1980 и 1981 гг., исключая год наиболее низкого объема относительного экспорта.

d) Относительный экспорт за каждый контингентный год означает для каждого участника с учетом формулы подпункта "c" настоящего пункта его нетто-экспорт на свободный рынок за вычетом любого превышения, выходящего за пределы, допускаемые пунктом 2 статьи 45, а также любого недовыполнения его обязательств по запасам согласно статье 46, деленный на совокупность скорректированного таким образом нетто-экспорта всех участников за указанный контингентный год, на который распространяется данная формула, и умноженный на совокупность их основных экспортных тоннажей, включая любые квоты, выделенные в предыдущем контингентном году согласно статье 39. В тех случаях, когда Совет специальным большинством голосов признает, что нетто-экспорту данного участника на свободный рынок препятствовали форс-мажорные обстоятельства или другие особые обстоятельства, нетто-экспорт данного участника корректируется в размерах, устанавливаемых Советом. Точно так же, если Совет в силу аналогичных обстоятельств временно освобождает от обязательств по запасам, указанное освобождение не рассматривается как неисполнение обязательств.

e) Для участника, который в течение всех предшествующих контингентных лет выполнял свою действующую квоту, не допуская портфеля, объявленного или нет, и полностью принимая свою долю любых перераспределенных портфелов до уровня своего основного экспортного тоннажа, и который экспортировал на свободный рынок весь свой основной экспортный тоннаж в любом контингентном году, в котором квоты были отменены по меньшей мере за шесть месяцев до конца этого года и который в любом году выполнил свои обязательства в отношении запасов, основной экспортный тоннаж, определенный в результате применения формулы, указанной в подпункте "c" настоящего пункта, не будет устанавливаться ниже его основного экспортного тоннажа в непосредственно предшествующем контингентном году.

f) Основной экспортный тоннаж, выделенный участнику, присоединившемуся к настоящему Соглашению после первого контингентного года, либо выделенный ему согласно статье 35, не уменьшается в результате применения формулы, указанной в подпункте "c" настоящего пункта, если только указанный участник не имел основной экспортный тоннаж в течение всех контингентных лет, на которых основывается соответствующая часть формулы.

g) При этом будет применяться следующая процедура в отношении каждого развивающегося экспортирующего участника, основной экспортный тоннаж которого первоначально составляет 300 000 т или менее и который осуществил любой из проектов расширения производства, связанный с капиталовложениями, направленными на увеличение урожая сахарных культур и мощностей сахарных заводов, создав дополнительное производство сахара на свободный рынок в объеме более 10 000 т, о чем он подробно уведомил Исполнительного директора после вступления Соглашения в силу как об осуществленном проекте большого значения для экономики соответствующей страны, который был проверен Советом в течение трех месяцев с момента вступления настоящего Соглашения в силу. При этом основной экспортный тоннаж, установленный в соответствии с подпунктами "c" "ii", "iii" настоящего пункта, увеличивается на 80% излишка, который невозможно экспортировать и который возник в связи с указанным проектом в начале соответствующего контингентного года. Под излишком, который не может быть экспортирован, подразумевается количество сахара, которое находится в запасах на 31 декабря сверх потребностей внутреннего потребления и полного обязательства по запасам согласно статье 46 плюс количества, поставляемые по специальным соглашениям, за вычетом запасов, хранимых в нарушение статьи 45, причем указанный излишек невозможно экспортировать в счет действующей квоты, если:

i) излишек, который невозможно экспортировать, подлежит проверке в соответствии с такими правилами и процедурами, которые могут быть установлены Советом;

ii) соответствующий участник выполнил все требования подпункта "e" настоящего пункта;

iii) совокупный объем указанных надбавок не превышает 200 000 т в контингентных 1980, 1981 и 1982 гг. в отдельности. В случае превышения надбавки каждого участника пересматриваются и сокращаются в необходимой мере комитетом, создаваемым согласно пункту 1 статьи 39 в соответствии с принципами и процедурами, изложенными в указанной статье, и с учетом распределений, уже сделанных согласно статье 39 в отношении данного участника;

iv) остальная часть излишка, который невозможно экспортировать, в последующие контингентные годы не учитывается.

3. Несмотря на положение пункта 1 настоящей статьи, положение Колумбии будет принято во внимание во время переговоров, о которых говорится в пункте 2 настоящей статьи и к моменту которых Колумбия будет предоставлен основной экспортный тоннаж, соизмеримый с ее производством и внутренним потреблением.

Статья 35

Положения в отношении участников с небольшим правом на экспорт

1. Каждому экспортирующему участнику, перечисленному в приложении II, предоставляется в каждом контингентном году право на экспорт на свободный рынок в количестве 70 000 т, которое не подлежит какой-либо корректировке согласно настоящей главе.

2. Каждый участник, упомянутый в пункте 1 настоящей статьи, сообщает Совету по крайней мере за 45 календарных дней до начала контингентного года о вероятном количестве сахара, которым он будет располагать для экспорта на свободный рынок в пределах своего права на экспорт в указанном контингентном году. Кроме того, каждый

такой участник уведомляет Совет о любых изменениях в его предполагаемом экспорте, как предусмотрено статьей 42. Каждый такой участник, не соблюдающий требования об уведомлении в соответствии с данным пунктом, лишается права голоса на соответствующий контингентный год.

3. Участники, упомянутые в пункте 1 настоящей статьи, не несут обязательств по содержанию специальных запасов, предусмотренных статьей 46. Однако им разрешается содержать указанные запасы в пределах количеств и на условиях, предусмотренных в пункте 1 этой статьи.

4. Каждый участник, упомянутый в пункте 1 настоящей статьи, считающий, что с учетом развития его производства ему должно быть разрешено экспортировать на свободный рынок в любом контингентном году более 70 000 т, может обратиться к Совету с просьбой определить ему основной экспортный тоннаж сверх указанного права. Если Совет специальным большинством голосов удовлетворит эту просьбу, определив данному участнику основной экспортный тоннаж, который он считает необходимым, указанный участник считается включенным в приложение I и на него распространяются все положения настоящего Соглашения, применимые к участникам, перечисленным в этом приложении.

Статья 36

Особые положения о расчете нетто-экспорта

1. Весь импорт Венгрии, Польши, Румынии и Чехословакии, за исключением импорта в соответствии со статьей 31, вычитается из общего объема экспорта этих участников при расчете их нетто-экспорта на свободный рынок.

2. Передача сахара в рамках Восточноафриканского сообщества любым из государств-участников сообщества общим количеством до 10 000 т не зачитывается в его право на экспорт в соответствующем контингентном году; указанное количество не подлежит каким-либо корректировкам в соответствии с настоящей главой.

3. Сахар, экспортируемый Барбадосом, Белизом, Гайаной, Сент-Киттсом - Невис-Ангильей, Тринидадом и Тобаго и Ямайкой в страны-участницы Карибского сообщества, не производящие сахар (а именно: в Антигуа, Гренаду, Доминику, Монтсеррат, Сент-Винсент и Сент-Люсию), не зачитывается в их действующие квоты или право на экспорт в соответствующем контингентном году при условии, что в любом контингентном году общее количество сахара, продаваемое в рамках сообщества, не превышает 20 000 тонн. Указанные экспортирующие участники обязуются до начала каждого контингентного года информировать Совет о количествах сахара, которые они намерены экспортировать в другие страны-члены Карибского сообщества.

Статья 37

Положения, относящиеся к развивающимся экспортирующим участникам, не имеющим выхода к морю

1. Тот факт, что один из развивающихся экспортирующих участников, не имеющих выхода к морю, не использовал полностью своей действующей квоты или права на экспорт за один контингентный год или более, не служит основанием для того, чтобы считать его не выполнившим своих обязательств по настоящему Соглашению и тем самым для аннулирования его права в ходе пересогласования, предусмотренного в пункте 2 статьи 34.

2. Ввиду того что экспорту сахара из развивающихся стран, не имеющих выхода к морю, препятствуют дополнительные расходы по перевозке сахара в морские порты, Совет в консультации с ЮНКТАД рассмотрит вопрос о том, каким образом развивающиеся экспортирующие участники, не имеющие выхода к морю, могли бы извлечь наибольшую пользу от специального фонда для развивающихся стран, не имеющих выхода к морю, учрежденного в соответствии с резолюцией 3504 (XXX) Генеральной Ассамблеи от 15 декабря 1975 года, в пределах максимума разрешенного экспорта для указанных участников.

Статья 38

Нетто-экспорт развивающихся импортирующих участников

Развивающийся импортирующий участник после соответствующего уведомления Совета до начала контингентного года может экспортировать сахар в количествах, превышающих его импорт при условии, что к концу упомянутого контингентного года его нетто-экспорт не превысит 10 000 тонн. Указанное право не считается основным экспортным тоннажем и не подлежит каким-либо корректировкам согласно настоящей главе. Однако соответствующие участники должны при этом соблюдать условия, которые могут быть установлены Советом в отношении экспорта экспортирующих участников.

Статья 39

Резерв квот для остро нуждающихся

1. Совет создаст специальный комитет по резервам квот для остро нуждающихся (в дальнейшем именуемый в данной статье специальным комитетом) под председательством Исполнительного директора для изучения возможных обращений со стороны развивающихся экспортирующих участников, испытывающих значительные трудности в силу особых обстоятельств и временно нуждающихся в дополнительных правах на экспорт сверх соответствующих действующих квот или прав на экспорт согласно другим положениям настоящего Соглашения. Для оказания помощи указанным развивающимся экспортирующим участникам специальный комитет может выделить в первом контингентном году настоящего Соглашения до 200 000 тонн, а в каждый из последующих контингентных лет - до 300 000 тонн.

2. Специальный комитет будет включать не более шести участников. При выборе членов Комитета Совет следит за тем, чтобы они не представляли круги, которых может касаться принятие решения о предоставлении особых прав на экспорт согласно пункту 1 настоящей статьи.

3. При выделении особых прав на экспорт, предусмотренных настоящей статьей, специальный комитет должен, как правило, учитывать существующее положение на рынке, стремясь при этом избежать дальнейшего ухудшения и без того вялой конъюнктуры, однако он может предоставлять особое право на экспорт и независимо от положения на рынке. Решение специального комитета вступает в силу после одобрения Советом, если только не будет изменено специальным большинством голосов.

4. Особые права на экспорт согласно настоящей статье предоставляются лишь развивающимся участникам с основным экспортным тоннажем или правом на экспорт согласно иным положениям настоящего Соглашения в размере 300 000 т или менее.

5. Из общего объема особых прав на экспорт, которые могут быть выделены согласно настоящей статье, предпочтение отдается небольшим развивающимся участникам, экспортные поступления которых существенно зависят от экспорта сахара. Равным образом, особое внимание должно уделяться требованиям тех участников, экономика которых становится все более зависимой от сахара.

6. Остаток особых прав на экспорт, которые могут быть предоставлены согласно настоящей статье, может быть выделен в соответствии с принципами и процедурами, изложенными в пунктах 1 и 2 настоящей статьи, любому развивающемуся экспортирующему участнику, предоставившему специальному комитету доказательство испытываемых трудностей. Предполагаемое расширение производственных мощностей промышленности само по себе не создает оснований для предоставления особого права на экспорт согласно настоящему пункту.

7. Особое право на экспорт согласно настоящей статье не рассматривается как увеличение основного экспортного тоннажа соответствующего участника. Оно составляет часть действующей квоты этого участника, и в этом контингентном году такая действующая квота не подвергается каким-либо сокращениям согласно пункту 3 статьи 44.

Статья 40

Установление и распределение глобальной квоты

1. До 20 ноября каждого контингентного года Совет утверждает оценку нетто-импортных потребностей свободного рынка на очередной контингентный год. При этом Совет учитывает все соответствующие факторы, определяющие спрос на сахар, а также предложение последнего, которые, в частности, включают тенденции в потреблении, перспективные изменения в запасах, а также текущие и ожидаемые тенденции в ценах.

2. Затем Совет устанавливает глобальную квоту, определяемую исходя из оценки, указанной в пункте 1 настоящей статьи, за вычетом суммы:

a) предполагаемого объема экспорта на свободный рынок со стороны участников, перечисленных в приложении II;

b) ожидаемого объема любого иного экспорта на свободный рынок, разрешенного по настоящему Соглашению, помимо действующих квот; и

c) предполагаемого экспорта на свободный рынок со стороны неучастников.

При этом Совет не связан ограничениями статьи 41.

3. Если до 25 ноября контингентного года Совет не пришел к соглашению о размерах глобальной квоты на очередной контингентный год, Исполнительный директор представляет Совету свое предложение. Совет предпринимает шаги для принятия решения по указанному предложению специальным большинством голосов. Если Совет не сможет достигнуть договоренности к 1 декабря данного контингентного года, глобальная квота на следующий контингентный год устанавливается на уровне действующей на указанную дату глобальной квоты.

4. Исполнительный директор распределяет глобальную квоту после каждого ее установления или последующего уточнения между отдельными экспортирующими участниками, перечисленными в приложении I, пропорционально их основным экспортным тоннажам с соблюдением корректировок, требуемых или допустимых согласно другим положениям настоящего Соглашения.

5. За исключениями, предусмотренными в статье 43, любые вычеты из индивидуальной действующей квоты участника, предусмотренные в других положениях настоящего Соглашения, перераспределяются пропорционально основным экспортным тоннажам других экспортирующих участников, перечисленных в приложении I, которые могут согласиться на увеличение своих действующих квот.

Статья 41

Минимальные права на экспорт

1. Экспортная квота любого участника, перечисленного в приложении I, не будет устанавливаться первоначально согласно статье 40 и не будет в дальнейшем сокращаться согласно статье 44 ниже 85% основного экспортного тоннажа данного участника, за исключением случаев, предусмотренных в пунктах 2, 4 и 7 настоящей статьи, и при условии, что никакое сокращение квоты в соответствии с настоящей статьей и статьей 44 не должно привести к сокращению действующей квоты ниже уровня 70 000 тонн.

2. Если преобладающая цена остается ниже 11 центов за фунт на протяжении 75 последовательных биржевых дней в течение первых двух контингентных лет действия настоящего Соглашения, действующие квоты дополнительно уменьшаются на 2,5% от общих основных экспортных тоннажей соответствующих участников, если только Совет не примет иного решения при условии соблюдения пунктов 3 и 4 настоящей статьи и пункта 1 статьи 42.

3. Несмотря на положения пункта 2 настоящей статьи, действующие квоты экспортирующих участников, перечисленных в приложении I, средний нетто-экспорт которых на свободный рынок за период 1974-1976 гг. составил по крайней мере 60% их среднего производства в указанные годы, не будут сокращаться согласно статьям 40 и 44 ниже 85% их основных экспортных тоннажей, если только эти участники не согласятся с дополнительным сокращением, упомянутым в пункте 2 настоящей статьи.

4. Сокращение квоты, упомянутое в пункте 2 настоящей статьи, с которым не соглашаются участники, упомянутые в пункте 3 настоящей статьи, перераспределяется среди остальных участников, перечисленных в приложении I, с соблюдением пункта 1 статьи 42, вплоть до суммы дополнительного сокращения действующей квоты каждого из указанных остальных участников, не превышающего 1% выделенного ему основного экспортного тоннажа.

5. Если пункты 2 и 4 настоящей статьи применяются в любом из первых двух контингентных лет, участники, упомянутые в пункте 3 настоящей статьи, которые не соглашаются с дополнительным сокращением, не участвуют в любых последующих увеличениях квоты, независимо от того, производится ли оно в соответствии со статьей 43 или 44, а также производится ли оно в этом же контингентном году или в последующие годы, вплоть до суммы дополнительного сокращения, с которым они не согласились. При проведении указанного увеличения квот имеющееся количество распределяется в первую очередь между участниками, на которых распространялось действие пункта 4 настоящей статьи; в дальнейшем все указанные увеличения действующих квот распределяются в соответствии с положениями пункта 4 статьи 40.

6. При подсчете фактического экспорта для целей пункта 2 статьи 34 общий нетто-экспорт каждого участника, упомянутого в пункте 3 настоящей статьи, не согласившегося с дополнительным сокращением в соответствии с пунктом 2 настоящей статьи, уменьшается на количество, на которое он не мог согласиться, при этом фактический экспорт каждого из оставшихся участников, перечисленных в приложении 1, на которых распространилось действие пункта 4 настоящей статьи, увеличивается на величину происшедшего у него в результате дополнительного сокращения.

7. Ограничения пунктов 1, 2 и 3 настоящей статьи не применяются в том случае, если вычеты из действующих квот на данный контингентный год должны осуществляться в соответствии с пунктом 5 статьи 45 или пунктом 8 статьи 46.

Статья 42

Уведомление о неиспользованных квотах и принимаемые в отношении последних мер

1. Каждый экспортирующий участник, перечисленный в приложении 1, информирует Совет о том, предполагает ли он полностью использовать свою действующую квоту, и если нет, то какая часть указанной квоты, по его предположению, будет использована. Для этой цели каждый такой экспортирующий участник направляет Совету в каждом контингентном году по меньшей мере два уведомления, а именно: одно – в кратчайший срок после установления и распределения глобальной квоты согласно статье 40, но не позднее 15 мая, и второе – в кратчайший срок после 15 мая, но не позднее 30 сентября. Разница между количеством, в отношении которого было направлено уведомление согласно настоящему пункту, и действовавшей до уведомления квотой считается портфолом. Действующая квота данного участника будет при этом сокращена на указанное количество. Действующая квота участника, подвергшись сокращению согласно настоящему пункту, не будет в последующем сокращаться в результате действия статей 40, 41 или 44 до тех пор, пока действующая квота других участников не будет сокращена до такого же процентного уровня от их основного экспортного тоннажа.

2. Если экспортирующий участник не представит Совету к 15 мая уведомления согласно пункту 1 настоящей статьи, он временно лишается права голоса на оставшуюся часть этого контингентного года.

3. Если экспортирующий участник не представит Совету в период между 15 мая и 30 сентября уведомление согласно пункту 1 настоящей статьи, он лишается права на свою долю при последующих увеличениях квот в данном контингентном году.

4. Если к 30 сентября экспортирующий участник уведомит Совет в соответствии с пунктом 1 настоящей статьи о том, что предполагает использовать больше того количества, о котором он уведомил Совет к 15 мая, он имеет право экспортировать разницу между количествами, указанными в этих двух уведомлениях, при соблюдении следующих условий:

a) если указанная разница не превышает 10 000 тонн, со стороны Совета не требуется каких-либо действий;

b) если указанная разница превышает 10 000 тонн, то данный экспортирующий участник пользуется первоочередностью при перераспределении количеств, в отношении которых впоследствии был объявлен портфел в пределах указанного превышения;

c) действующая квота данного участника на соответствующий год увеличивается на количества, упомянутые выше в подпунктах "a" и "b";

d) если перераспределение портфелов не производится, разница между общим объемом превышения и 10 000 т зачитывается в действующую квоту соответствующего участника в следующем контингентном году;

e) всякое превышение в соответствии с положениями настоящего пункта не считается превышением в рамках статьи 45.

5. Если нетто-экспорт экспортирующего участника на свободный рынок в течение контингентного года не достигает его действующей квоты по состоянию на 1 октября упомянутого контингентного года за вычетом любого последующего чистого сокращения в результате действия статьи 44, то разница при условии соблюдения пунктов 6 и 7 настоящей статьи вычитается из общего количества сахара, которое в противном случае было бы выделено упомянутому участнику в последующем контингентном году в результате увеличений квот, предусмотренных соответствующими положениями настоящего Соглашения.

6. Вычеты согласно пункту 5 настоящей статьи производятся только в тех пределах, в каких установленная в соответствии с упомянутым пунктом разница превышает 10 000 т либо в пределах 5% действующей квоты соответствующего участника по состоянию на 1 октября до 30 000 т максимально в зависимости от того, какая величина окажется больше.

7. Совет может вынести решение о неприменении положений пунктов 2, 3 и 5 настоящей статьи, если признает удовлетворительным объяснение соответствующего участника о том, что он не выполнил своих обязательств в силу форс-мажорных или иных особых обстоятельств.

8. Совет после консультации с экспортирующим участником может вынести определение о том, что данный участник не сможет использовать полностью или частично своей действующей квоты. Такое определение Совета не влечет за собой ни сокращения действующей квоты данного участника, ни лишения упомянутого участника его права использовать указанную квоту в течение оставшейся части контингентного года. Определение Совета согласно настоящему пункту не освобождает данного участника ни от его обязательств согласно пункту 1 настоящей статьи, ни от мер, предусмотренных в пунктах 2, 3 и 5 настоящей статьи.

Статья 43

Перераспределение портфолов

1. Совет выносит решение о том, будут ли портфолы, объявленные в соответствии со статьей 42, перераспределяться полностью или частично. При принятии такого решения Совет учитывает общую тенденцию цен и их возможную динамику. Однако, если Совет не примет иного решения,

a) портфолы будут перераспределяться, если и до тех пор, пока преобладающая цена остается ниже 12 центов за фунт;

b) все портфолы перераспределяются, если и до тех пор, пока преобладающая цена превышает 12 центов за фунт.

2. Перераспределение портфолов производится лишь между теми экспортирующими участниками, перечисленными в приложении I, которые могут согласиться с соответствующим увеличением их действующих квот. Указанное перераспределение с учетом положений пункта 5 статьи 41, пунктов 3 и 4 статьи 42 и пункта 3 настоящей статьи осуществляется на следующей основе:

a) пропорционально основным экспортным тоннажам всех упомянутых экспортирующих участников до тех пор, пока их действующие квоты не достигнут уровня выделенных им основных экспортных тоннажей;

b) по достижении этого уровня 20% любого портфола, подлежащего перераспределению, выделяется исключительно развивающимся экспортирующим участникам пропорционально их основным экспортным тоннажам, а оставшиеся 80% распределяются между всеми экспортирующими участниками, участвующими в перераспределении, пропорционально их основным экспортным тоннажам;

при условии, что в случае последующего сокращения действующих квот положения подпунктов "a" и "b" настоящего пункта применяются в обратном порядке.

3. Всякий раз при перераспределении портфолов портфолы, объявленные развивающимися экспортирующими участниками с основным экспортным тоннажем, не превышающим 180 000 тонн, перераспределяются в первую очередь пропорционально основным экспортным тоннажам среди других участников этой категории, способных пойти на увеличение своих действующих квот. Портфолы, не распределенные в ходе такого первоначального перераспределения, перераспределяются затем в соответствии с пунктом 2 настоящей статьи.

Статья 44

Механизм стабилизации цен

1. Совет следит за положением на рынке и действует в соответствии с положениями настоящей главы с целью поддержания цены на свободном рынке в пределах от 11 до 21 цента за фунт.

A. Механизм квот

2. Совет может пересмотреть уровень глобальной квоты в любое время в течение каждого контингентного года, но в любом случае должен делать это на своей первой регулярной сессии в каждом контингентном году. Он может скорректировать этот уровень по своему усмотрению. Совет обычно исходит при этом из положений об автоматических мерах, предусмотренных пунктами 3 и 4 настоящей статьи, и может, если сочтет необходимым, предусмотреть поэтапное осуществление мер, упомянутых в пункте 3. Совет также пересматривает и, если необходимо, уточняет уровень глобальной квоты при каждом изменении состава экспортирующих участников организации.

3. При отсутствии иного решения Совета применяются следующие положения:

a) если преобладающая цена, находившаяся на более высоком уровне,

i) упадет ниже 13 центов за фунт, глобальная квота сокращается на 5%;

ii) упадет ниже 12 центов за фунт, глобальная квота сокращается на 5%;

iii) упадет ниже 11,50 центов за фунт, глобальная квота сокращается на 5%.

b) если преобладающая цена, находившаяся на более низком уровне,

i) поднимется выше 13 центов за фунт, глобальная квота увеличивается на 5%;

ii) поднимется выше 14 центов за фунт, глобальная квота повышается на 5%;

iii) поднимется выше 14,50 центов за фунт, глобальная квота повышается на 5%;

c) несмотря на положения подпункта "a" настоящего пункта, когда преобладающая цена составляет менее 11 центов за фунт, действующие квоты отдельных экспортирующих участников, перечисленных в приложении I, ограничиваются их минимальным правом на экспорт, предусмотренным в статье 41.

4. Совет имеет право временно отменять квоты и другие ограничения экспорта, предусмотренные в любом из положений настоящего Соглашения, если преобладающая цена находится в пределах 14 и 15 центов за фунт, однако все указанные ограничения отменяются сразу же после того, как преобладающая цена превысит 15 центов за фунт. В то же время, если преобладающая цена ниже 15 центов за фунт, Совет имеет право принять решение относительно уровня цен, при котором вводятся или восстанавливаются квоты и другие ограничения экспорта, при условии, что все указанные ограничения вводятся, если преобладающая цена падает ниже 14 центов за фунт.

5. Несмотря на положения пунктов 2 и 3 настоящей статьи, никакие изменения уровня глобальной квоты на соответствующий контингентный год не производятся в течение последних 45 дней указанного контингентного года.

6. Исполнительный директор уведомляет всех экспортирующих участников, перечисленных в приложении I, об их действующих квотах и о любых изменениях в них согласно настоящей главе.

B. Высвобождение специальных запасов

7. При отсутствии иного решения Совета применяются следующие положения:

a) если преобладающая цена, находившаяся ниже соответствующего уровня, поднимается выше 19 центов за фунт, экспортирующие участники, хранящие запасы согласно статье 46, выделят для немедленной продажи и немедленной поставки на свободный рынок запасы, которые они хранят в соответствии с указанной статьей, в размере до одной трети своих общих обязательств, предусмотренных пунктом 3 указанной статьи;

b) если преобладающая цена поднимается выше 20 центов за фунт, указанные экспортирующие участники выделят для немедленной продажи и немедленной поставки на свободный рынок оставшуюся часть запасов, которые они хранят в соответствии со статьей 46, в размере до количеств, которые вместе с запасами, ранее высвобожденными согласно подпункту "a" настоящего пункта, составят две трети их общего обязательства, предусмотренного в пункте 3 статьи 46;

c) если преобладающая цена поднимается выше 21 цента за фунт, указанные экспортирующие участники выделят для немедленной продажи и немедленной поставки на свободный рынок оставшуюся часть запасов, которую они хранят в данный момент в соответствии со статьей 46.

8. Очередность, упомянутая в пункте 2 статьи 60, применяется в тех случаях, когда запасы высвобождаются в соответствии с пунктом 7 настоящей статьи.

9. Всякий раз, когда экспортирующий участник, хранящий запасы в соответствии со статьей 46, высвобождает указанные запасы во исполнение пункта 7 настоящей статьи, он уведомляет об этом Совет и представляет копии отгрузочных документов с указанием высвобожденных количеств.

Статья 45

Обязательства по квотам и правам на экспорт, а также превышениям в нетто-экспорте

1. Каждый экспортирующий участник, перечисленный в статье 32 (1), и каждый участник с правом на экспорт на свободный рынок согласно любым соответствующим положениям главы IX или главы X обеспечивает, чтобы его действующая квота или соответственно его право на экспорт не были превышены по состоянию на конец соответствующего контингентного года. С этой целью ни один из таких экспортирующих участников до установления и распределения глобальной квоты согласно статье 40 на соответствующий контингентный год не берет на себя обязательств по экспорту на свободный рынок в упомянутом контингентном году в объеме, превышающем его минимальное экспортное право, предусмотренное в статье 41. Кроме того, каждый такой экспортирующий участник принимает дополнительные меры, установленные Советом специальным большинством голосов для эффективного соблюдения системы квот.

2. Превышения в нетто-экспорте на свободный рынок сверх действующей квоты или права на экспорт к концу контингентного года, составляющие соответственно не более 10 000 т, либо 5% основного экспортного тоннажа или права на экспорт соответствующего участника, какая из величин ни окажется меньше, не будут считаться нарушением пункта 1 настоящей статьи. Аналогичным образом, если экспортирующий участник,

перечисленный в приложении I, не может полностью осуществить сокращение квоты, вызванное действием статей 40, 41 и 44, поскольку в момент сокращения упомянутый участник в пределах своей прежней действующей квоты уже экспортировал или запродал сахар на свободный рынок сверх своей новой действующей квоты, установленной с учетом сокращений, и если действующая квота упомянутого участника на конец соответствующего контингентного года также окажется ниже объема взятых ранее обязательств, то возникшая при этом разница не считается нарушением пункта 1 настоящей статьи.

3. Любое превышение в нетто-экспорте в пределах соответствующего количества, определенного в пункте 2 настоящей статьи, зачитывается в действующую квоту или в право на экспорт соответствующего участника в последующем контингентном году.

4. Любое первое превышение в нетто-экспорте сверх соответствующего количества согласно пункту 2 настоящей статьи аналогичным образом зачитывается в действующую квоту соответствующего участника в последующем контингентном году, при этом указанное зачисление осуществляется без ущерба для положений статьи 71.

5. Если экспортирующий участник, перечисленный в приложении I, превышает свою действующую квоту, существующую на конец контингентного года, во второй раз или более, то в действующую квоту упомянутого участника в последующем контингентном году зачитывается количество, равное превышению соответствующего количества, определенного в пункте 2 настоящей статьи. Кроме того, действующая квота упомянутого участника в этом следующем контингентном году будет сокращена на величину указанного превышения, если Совет специальным большинством голосов не примет решения о меньшем вычете. Любой зачет в квоту или сокращение ее уровня согласно настоящему пункту осуществляется без ущерба для положений статьи 71.

6. Если в контингентном году, в течение части которого квоты не действовали, но затем были восстановлены или установлены до истечения указанного года, общий объем экспорта экспортирующего участника, перечисленного в приложении I, превысит его действующую квоту на конец упомянутого года, то количество, зачитывающееся в его действующую квоту на последующий контингентный год, будет равно выявленному превышению за вычетом:

a) количеств, экспортированных в период, когда квоты не действовали; и

b) количеств, экспортированных в период действия квот на основе запродаж в период, когда квоты не действовали, при условии, что указанные количества экспортировались в течение 90 дней с даты запродажи.

7. Каждый экспортирующий участник, перечисляемый в приложении I, и каждый участник с правом на экспорт на свободный рынок согласно любому из соответствующих положений главы IX или главы X уведомляет совет до 1 апреля в любом контингентном году о своем объеме нетто-экспорта или соответственно о своем объеме экспорта в предшествующем контингентном году, с тем чтобы дать Совету возможность проверить соблюдение положений пункта 1 настоящей статьи.

ГЛАВА XI - ЗАПАСЫ

Статья 46

Специальные запасы

1. Экспортирующие страны, перечисленные в приложении I, став участниками Соглашения, обязуются хранить специальные запасы в соответствии с настоящей статьей в целях статьи 44. Любой из участников, перечисленных в приложении II, имеет право, уведомив Совет соответствующим образом, содержать специальные запасы в размере до 10 000 тонн в качестве резервных запасов, и в этом случае к указанному участнику применяются все права и обязательства, относящиеся к специальным запасам, предусмотренным настоящим Соглашением.

2. Специальные запасы состоят из необремененного сахара и являются дополнительными к сахару, хранимому соответствующими экспортирующими участниками для внутреннего потребления или в рамках специальных соглашений, упомянутых в главе IX. Каждый такой экспортирующий участник имеет право хранить специальные запасы либо на своей собственной территории, либо на территории любой другой страны при условии, что во всех случаях количество хранимого сахара может проверяться в соответствии со статьей 47.

3. a) Общий уровень специальных запасов, хранимых экспортирующими странами, перечисленными в приложении I, должен составлять 2,5 млн. тонн, которые распределяются между указанными странами пропорционально выделенным им основным экспортным тоннажам, с соблюдением условий подпункта "b" настоящего пункта.

b) В целях распределения и корректировки, упомянутых в подпунктах "a" и "c" настоящего пункта, соответственно, первые 70 000 тонн основного экспортного тоннажа развивающегося экспортирующего участника с основным экспортным тоннажем, не превышающим 180 000 тонн, не принимаются во внимание при условии, однако, что любой такой участник может иметь свой специальный запас, определенный пропорционально его полному основному экспортному тоннажу, если он соответствующим образом уведомил Совет в течение шести месяцев после того, как он стал участником Соглашения. Любой участник, упомянутый в приложении II, которому согласно пункту 4 статьи 35 был определен основной экспортный тоннаж, не превышающий 180 000 тонн, также может иметь свой специальный запас, определенный пропорционально его полному основному экспортному тоннажу, если он соответствующим образом уведомил Совет в течение шести месяцев после того, как ему был определен такой основной экспортный тоннаж. Такие уведомления являются безотзывными на протяжении всего срока действия настоящего Соглашения.

c) Если одна или более экспортирующих стран, перечисленных в приложении I, не становятся участниками в течение шести месяцев с даты вступления в силу настоящего Соглашения, либо если происходит какое-либо изменение в составе экспортирующих участников, то обязательства по специальным запасам экспортирующих участников, перечисленных в приложении I, корректируются пропорционально их основным экспортным тоннажам на величину, необходимую для того, чтобы общий объем специальных запасов экспортирующих участников, перечисленных в приложении I, поддерживался на уровне 2,5 млн. тонн при условии, что ни один из участников не должен будет увеличивать уровень своих специальных запасов более чем на 7% того уровня, который он имел бы в том случае, если бы все экспортирующие страны, перечисленные в приложении I, являлись участниками Соглашения.

4. Каждый экспортирующий участник может добровольно содержать дополнительное количество сахара в специальных запасах, превышающее его обязательство согласно пункту 3 настоящей статьи при условии, что Совет специальным большинством голосов одобрил указанные дополнительные запасы. В тех случаях, когда Совет одобряет содержание указанных дополнительных запасов, данный участник пользуется в отношении упомянутых дополнительных запасов всеми правами и несет все обязательства, которые относятся к специальным запасам.

5. В целях скорейшего создания специальных запасов Совет предусмотрит в своих Правилах процедуры порядок накопления, хранения и восполнения после высвобождения согласно пункту 7 статьи 44 специальных запасов, а также установит порядок, обеспечивающий выполнение обязательств по настоящей статье при условии, что в период, когда квоты и другие ограничения экспорта не действуют, накопление специальных запасов не требуется. Если Совет не решит иначе специальным большинством голосов и с соблюдением условия, содержащегося в первом предложении настоящего пункта, специальные запасы в полном объеме накапливаются соответствующими участниками в следующем порядке:

a) не менее 40% общего обязательства участника по запасам - в течение первых 12 месяцев действия квот после вступления настоящего Соглашения в силу или высвобождения специальных запасов в соответствии с пунктом 7 статьи 44;

b) не менее 80% общего обязательства участника по запасам - в течение первых 24 месяцев действия квот после вступления настоящего Соглашения в силу или высвобождения специальных запасов в соответствии с пунктом 7 статьи 44;

c) оставшаяся часть общего обязательства участника по запасам - в течение первых 36 месяцев действия квот после вступления настоящего Соглашения в силу или высвобождения специальных запасов в соответствии с пунктом 7 статьи 44.

6. Если в силу особых обстоятельств экспортирующий участник считает, что не сможет хранить в течение данного контингентного года специальных запасов, как предусмотрено в пункте 5 настоящей статьи, он сообщает об этом Совету, который может специальным большинством голосов изменить на определенный период уровень специальных запасов, подлежащих хранению соответствующим участником.

7. При возникновении особых обстоятельств Совет специальным большинством голосов может разрешить отдельным экспортирующим участникам высвободить часть специальных запасов в ситуациях, помимо предусмотренных в пункте 7 статьи 44. В этих случаях Совет устанавливает график восполнения указанных запасов до необходимого уровня.

8. Если экспортирующий участник не выполняет своих обязательств по созданию и хранению специальных запасов, что будет установлено в результате проверок, предусмотренных статьей 47, то недостающий объем запасов вычитается из его текущей действующей квоты в условиях действия квот или из действующей квоты после очередного введения квот. Если экспортирующий участник не выполняет своих обязательств второй раз или более, то из его текущей действующей квоты в условиях действия квот или из его действующей квоты после очередного введения квот вычитается двойной объем недостающих запасов. Кроме того, при невыполнении экспортирующим участником своих обязательств во второй раз или более последний временно лишается права голоса до тех пор, пока он не выполнит своих обязательств и Совет не решит возобновить право голоса этого участника.

9. Если после полного или частичного высвобождения специальных запасов в соответствии с пунктом 7 статьи 44 восстанавливаются квоты или другие ограничения экспорта, Совет специальным большинством голосов может принять решение о возможности изменения порядка восполнения специальных запасов по сравнению с предусмотренным в пункте 5 настоящей статьи.

Статья 47

Проверка запасов

1. Каждый экспортирующий участник, хранящий специальные запасы согласно статье 46, представляет Фонду, созданному согласно статье 49, сертификаты о наличии запасов, выданные правительством данного участника в отношении количества сахара, хранимого согласно статье 46.

2. Сертификаты о наличии запасов, представляемые Фонду финансирования запасов сахара согласно пункту 1 настоящей статьи, подлежат проверке путем инспекции на месте независимыми инспекторами, назначаемыми Советом с согласия соответствующего экспортирующего участника. Совет разработает график указанных инспекций, в котором будет предусматриваться по меньшей мере одна инспекция в год в течение 30 дней до начала сбора урожая сахарных культур в стране каждого экспортирующего участника, собирающей в год лишь один урожай указанных культур. Для экспортирующих участников, собирающих два урожая и более, такая инспекция будет проводиться в течение 30 дней до начала сбора каждого урожая сахарных культур, а у экспортирующих участников с круглогодичным циклом сбора урожая инспекции будут проводиться по крайней мере два раза в год.

3. Совет может установить дополнительные правила проверки специальных запасов.

Статья 48

Максимальные запасы

1. Каждый экспортирующий участник, перечисленный в приложении I, обязуется регулировать свое производство таким образом, чтобы:

a) общий объем запасов, находящихся у упомянутого участника сверх запасов, хранимых участником по своим обязательствам в отношении специальных запасов согласно статье 46, не превышал по состоянию на определенную дату каждого года, которая непосредственно предшествует началу сбора нового урожая и подлежит согласованию с Советом, количества, равного 20% его производства за непосредственно предшествующий календарный год или среднего объема его производства за четыре предшествующих календарных года в зависимости от того, какая из этих величин окажется больше; либо

b) количество сахара, хранимое упомянутым участником сверх запасов, необходимых для нужд внутреннего потребления, а также запасов, хранимых участником по своим обязательствам в отношении специальных запасов согласно статье 46, не превышало по состоянию на определенную дату каждого года, которая непосредственно предшествует началу сбора нового урожая и подлежит согласованию с Советом, количества, равного 20% общего объема его экспорта в предшествующем календарном году, или средней величины общего объема его экспорта за четыре предшествующих календарных года в зависимости от того, какая из этих величин окажется больше.

2. Став участником Организации, каждая экспортирующая страна, перечисленная в приложении I, должна уведомить Совет о том, какой из вариантов,указанных в пункте 1 настоящей статьи, она принимает как применимый к ней.

3. По заявлению любого такого экспортирующего участника, Совет может, если сочтет такую меру оправданной особыми обстоятельствами, разрешить упомянутому участнику хранить количества, превышающие уровни, устанавливаемые согласно пункту 1 настоящей статьи.

4. В ходе пересогласования, упомянутого в пункте 2 статьи 34, Совет рассмотрит практику применения настоящей статьи и, в случае необходимости, специальным большинством голосов пересмотрит ограничения, указанные в пункте 1 настоящей статьи.

ГЛАВА XII - ФОНД ФИНАНСИРОВАНИЯ ЗАПАСОВ САХАРА

Статья 49

Создание Фонда финансирования запасов сахара

Настоящим создается Фонд финансирования запасов сахара для оказания финансовой помощи согласно статье 53 экспортирующим участникам, содержащим специальные запасы во исполнение статьи 46.

2. Местом нахождения Фонда является штаб-квартира Организации, и на него, как на вспомогательный орган Организации, распространяется соглашение о штаб-квартире Организации, упомянутое в пункте 2 статьи 5.

3. Фонд действует в соответствии с положениями настоящей главы, а также такими правилами процедуры, нормами и директивами, которые могут быть приняты Советом специальным большинством голосов для осуществления положений настоящей главы.

4. Положения настоящей главы вступают в силу в первый день первого месяца по истечении 180 дней после вступления настоящего Соглашения в силу.

5. Без ущерба для положений статьи 80 и при отсутствии иного решения Совета, принятого специальным большинством голосов, участник, не выполняющий своих обязательств по настоящей главе, временно лишается своего права голоса, до тех пор пока он не выполнит своих обязательств.

Статья 50

Управление Фондом

1. Счета Фонда ведутся отдельно от всех других счетов Организации.

2. Расходы по управлению Фондом оплачиваются из средств Фонда и утверждаются Советом отдельно от административного бюджета, упомянутого в статье 24.

3. Финансовая ревизия счетов Фонда регулируется положениями статьи 26. Совет или Исполнительный директор могут, если сочтут необходимым, предусмотреть более частую ревизию указанных счетов.

4. Совет и консультации с Исполнительным директором специальным большинством голосов назначит управляющего Фондом, условия работы которого определяются Советом. На управляющего распространяются положения пунктов 4 и 5 статьи 22. Управляющий, следуя положениям настоящей главы, а также в соответствии с такими правилами процедуры, нормами и директивами, которые могут быть установлены Советом согласно пункту 3 статьи 49, несет ответственность перед Исполнительным директором за управление Фондом.

Статья 51

Взносы в Фонд

1. В соответствии с положениями настоящей статьи устанавливаются взносы в Фонд в отношении сахара свободного рынка, экспортируемого из таможенной территории участников или импортируемого на указанную территорию. Размер взносов

составляет 0,28 центов за фунт сахара-сырца, tel quel; указанная величина для белого и рафинированного сахара корректируется с помощью коэффициента или коэффициентов, которые будут установлены в правилах процедуры. В любой момент после 1 января 1979 года Совет специальным большинством голосов может увеличить или уменьшить размер взноса при условии, что Фонд сохранит возможность обеспечить объем выплат, предусмотренный настоящей главой, и при условии, что в случае увеличения указанный взнос не будет выше 0,33 центов за фунт; Совет специальным большинством голосов может временно отменить уплату взносов если они не требуются для покрытия объема выплат, предусмотренного настоящей главой.

2. При условии соблюдения положений пункта 4 настоящей статьи никто из участников не должен допускать импорт сахара со свободного рынка на свою таможенную территорию, если указанный импорт осуществляется без утвержденного Советом сертификата, свидетельствующего о внесении в Фонд соответствующего взноса.

3. При условии соблюдения положений пункта 5 настоящей статьи никто из экспортирующих участников и никто из импортирующих участников, имеющих право на экспорт на свободный рынок в соответствии с положениями главы IX, не должен допускать экспорт со своей таможенной территории сахара на свободный рынок, в отношении которого нет уверенности в том, что он предназначен для импорта участниками, если указанный экспорт осуществляется без утвержденного Советом сертификата, свидетельствующего о внесении в Фонд соответствующего взноса.

4. В отношении импорта, предназначенного для внутреннего потребления импортирующих участников, входящих в категорию наименее развитых стран, определенных Организацией Объединенных Наций, не требуется уплата взноса при условии применения указанными участниками упомянутой в пункте 2 настоящей статьи процедуры предъявления сертификатов в порядке, который будет определен в правилах процедуры.

5. Совет предусматривает в своих правилах процедуры выдачу единообразных сертификатов об уплате взноса, а также порядок принятия соответствующих взносов через уполномоченных агентов. Указанные правила должны также обеспечить, чтобы взнос в отношении любого количества сахара не уплачивался дважды. Указанные правила должны учитывать коммерческую практику в торговле сахаром, содействовать устранению препятствий в торговле сахаром, а также обеспечению целостности системы взносов. Они также должны содержать положения, регулирующие экспорт или импорт сахара свободного рынка через транзитные страны независимо от того, подвергается ли он при этом рафинированию или нет.

6. Взносы уплачиваются в свободно конвертируемой валюте и не подлежат валютным ограничениям.

Статья 52

Дополнительные средства Фонда

1. Совет может принимать без каких-либо условий добровольные взносы в Фонд из любого источника.

2. Для того чтобы обеспечить Фонду финансовые средства для покрытия кратковременной разницы между суммой поступлений и платежей, Совет специальным большинством голосов может принять решение о заимствовании средств из частных источников, у правительств или международных финансовых учреждений при условии, что никто из участников не будет нести ответственности по указанным обязательствам Организации.

3. Совет специальным большинством голосов может принимать соответствующие меры по защите и возможному увеличению средств Фонда, которые временно превышают средства, необходимые для достижения целей настоящей главы, при условии, что будут приняты все разумные меры, с тем чтобы избежать риска утраты средств и обеспечить достаточные ликвидные средства для достижения целей настоящей главы.

Статья 53

Ссуды, предоставляемые Фондом

1. В соответствии с положениями настоящей главы Фонд предоставляет на беспроцентной основе каждому экспортирующему участнику, содержащему специальные запасы, согласно требованиям статьи 46, сумму, равную 1,50 центам США в год за каждый фунт сахара, хранимого в соответствии с их минимальными обязательствами согласно пункту 5 этой статьи. При наличии у Фонда достаточных финансовых резервов Совет специальным большинством голосов может также разрешить Фонду предоставлять ссуды в отношении специальных запасов, хранимых участниками сверх своих минимальных обязательств согласно пункту 5 статьи 46, во-первых, в пределах общего объема своих обязательств согласно пункту 3 этой статьи и, во-вторых, сверх обязательств согласно пункту 4 этой статьи. В тех случаях, когда запасы хранятся менее одного года, размер ссуды устанавливается пропорционально сроку, в течение которого запасы хранятся в указанном году. Ссуды предоставляются на ежеквартальной основе начиная с первого квартала после вступления в силу положений настоящей главы, а если позволяют финансовые резервы, то это обязательство применяется ретроактивно в отношении специальных запасов, которые могли быть созданы согласно статье 46 до вступления в силу положений настоящей главы. Указанные ссуды должны использоваться соответствующими экспортирующими участниками исключительно для содействия покрытию расходов по содержанию запасов, предусмотренных статьей 46. Совет специальным большинством голосов может изменить размер ссуды с учетом ограничений, предусмотренных пунктом 1 статьи 51.

2. Ссуды из Фонда предоставляются любому экспортирующему участнику только при условии представления Фонду этим участником сертификата о наличии запаса, выданного правительством данного участника, в отношении сахара, отложенного в запас в соответствии с пунктом 5 статьи 46, а также при условии согласия участника на проверку указанных запасов в соответствии со статьей 47.

3. Экспортирующие участники возмещают Фонду сумму всех ссуд, связанных с сахаром, который должен высвобождаться для закупок из запасов в соответствии с пунктом 7 статьи 44, в течение 90 дней до запрашиваемой даты высвобождения. В отношении экспортирующих участников, нарушающих обязательства по возмещению ссуд, действуют те же положения, что и в отношении участников, не уплативших взносы в административный бюджет Организации согласно пунктам 2 и 3 статьи 24.

4. Никакой экспортирующий участник не имеет права на получение ссуды из Фонда в течение того срока, когда он не выполняет своих обязательств по статье 46, статье 51 и пункту 3 настоящей статьи.

5. Предоставление и погашение всех ссуд осуществляется в свободно конвертируемой валюте и не подлежит валютным ограничениям.

Статья 54

Порядок расчетов по окончании действия настоящего Соглашения

1. По окончании действия настоящего Соглашения взносы, указанные в статье 51, прекращаются, а Фонд прекращает выдачу дальнейших ссуд. Взносы, внесенные до прекращения действия настоящего Соглашения и полученные после такого прекращения, прибавляются к активам Фонда.

2. Все ссуды из Фонда, срок погашения которых не наступил согласно статье 53 до окончания действия настоящего Соглашения, не подлежат возврату.

3. Все обязательства Фонда погашаются из оставшихся активов Фонда. Если размеры этих активов недостаточны для удовлетворения оставшихся обязательств, участникам рассчитывают внесение дополнительных сумм, требующих для погашения указанных обязательств Фонда, за исключением указанных согласно положениям пункта 2 статьи 52, пропорционально долям совокупного нетто-импорта или нетто-экспорта участников на свободный рынок, существовавшим в период действия положений настоящей главы, при отсутствии иного решения Совета специальным большинством голосов. Указанные дополнительные суммы будут добавлены в статью взносов соответствующих участников в административный бюджет Организации, о котором говорится в статье 24.

4. При условии соблюдения положений пункта 5 настоящей статьи Совет специальным большинством голосов определяет порядок ликвидации активов Фонда, оставшихся после погашения всех обязательств. Указанная ликвидация может включать передачу указанных оставшихся активов, полностью или частично, аналогичному фонду в рамках последующего международного соглашения по сахару.

5. В случае передачи активов, как указано в пункте 4 настоящей статьи, каждый участник будет иметь право получить ту часть активов Фонда, оставшихся после погашения всех обязательств, которая соответствует его доле в совокупном нетто-импорте или нетто-экспорте участников на свободном рынке в период действия положений настоящей главы за вычетом любой суммы, причитающейся с этого участника в соответствии со статье 53, до окончания срока действия настоящего Соглашения; каждый участник, желающий воспользоваться этим правом, уведомляет об этом Совет в течение трех месяцев с момента принятия Советом решения согласно пункту 4 настоящей статьи. Аналогичным образом каждый участник, не ставший участником последующего соглашения, упомянутого в том же пункте, в течение шести месяцев с момента вступления такого соглашения в силу, имеет право на долю активов Фонда, которые могут быть переданы аналогичному фонду, упомянутому в пункте 4 настоящей статьи.

Статья 55

Связь с Общим фондом

Как только в рамках Интегрированной программы ЮНКТАД для сырьевых товаров будет создан Общий фонд, Совет может рассмотреть и дать соответствующие рекомендации о мерах, которые позволят Организации наиболее полно использовать преимущества любых финансовых механизмов, имеющихся в рамках указанного Общего фонда.

ГЛАВА XIII - ДОПОЛНИТЕЛЬНЫЕ ОБЯЗАТЕЛЬСТВА УЧАСТНИКОВ

Статья 56

Обязательства участников и экспорт, осуществляемый импортирующими участниками

1. Участники обязуются принимать меры, необходимые для исполнения ими своих обязательств по настоящему Соглашению, и в полной мере сотрудничать друг с другом в достижении целей настоящего Соглашения.

2. Импортирующие участники обязуются, за исключением случаев, предусмотренных в статье 38, а также сахара, хранящегося по "временному разрешению на импорт", что в одном и том же контингентном году объем сахара, экспортированного ими, не превысит общий объем импортированного сахара.

Статья 57

Импорт из неучаствующих стран

1. Каждый участник в каждом контингентном году, за исключением случаев, предусмотренных в пунктах 2 и 3 настоящей статьи, ограничивает свой максимальный импорт сахара из неучаствующих стран как группы следующими процентными долями от среднего годового количества, которое он импортировал из указанных стран как группы на протяжении четырехлетнего периода 1973-1976 гг. независимо от года наименьшего импорта из указанных стран как группы:

a) 75%, если и до тех пор пока преобладающая цена выше 11 центов за фунт с соблюдением подпункта 3 "a" настоящей статьи;

b) 55%, если и до тех пор пока преобладающая цена ниже 11 центов за фунт.

2. Ограничения, упомянутые в пункте 1 настоящей статьи, не относятся к импорту из страны или территории, которая являлась участником Международного соглашения по сахару 1968 года, однако не может стать участником настоящего Соглашения в соответствии со статьями 72, 73, 74 или 76. Однако каждый участник ограничивает в каждом контингентном году свой импорт из указанных неучаствующих стран количеством, равным его среднему годовому импорту из этих неучаствующих стран в 1966-1968, 1971-1973 или 1974-1976 гг., в зависимости от того, в какой из указанных периодов импорт данного участника был наивысшим. Если Совет решит, что какая-либо неучаствующая страна, на которую распространяется действие настоящего пункта, ведет свою торговлю сахаром таким образом, который противоречит целям настоящего Соглашения, он может специальным большинством голосов потребовать от соответствующих участников применять к своему годовому импорту из указанных неучаствующих стран процентное ограничение, установленное в подпункте 1 "a" настоящей статьи.

3. Ограничения, предусмотренные в пунктах 1 и 2 настоящей статьи, не применяются:

a) всякий раз, когда преобладающая цена держится выше 21 цента за фунт; ограничения, установленные в пунктах 1 и 2 настоящей статьи, восстанавливаются, когда преобладающая цена опускается ниже 19 центов за фунт, если Совет не примет иного решения;

b) в отношении импорта ранее закупленных количеств сахара, превышающих соответствующие ограничения, установленные в пункте 1 или 2 настоящей статьи, при условии, что указанные количества не будут отгружены позднее 90 дней после восстановления соответствующих ограничений, и при условии, что об этих количествах будет сообщено Исполнительному директору в соответствии с пунктом 4 настоящей статьи.

4. О закупках из неучаствующих стран, которые были совершены в течение периода, когда ограничения, содержащиеся в пунктах 1 и 2 настоящей статьи, были неприменимы к отгрузкам после даты восстановления указанных ограничений экспорта, соответствующий участник сообщает Исполнительному директору в соответствии с правилами процедуры, которые могут быть установлены Советом.

5. Любой участник, считающий, что в данном контингентном году он не может полностью исполнить своих обязательств согласно настоящей статье или что упомянутые обязательства наносят или угрожают нанести ущерб его реэкспортной торговле сахаром или экспортной торговле сахаросодержащими продуктами, может быть освобожден от своих обязательств согласно пункту 1 настоящей статьи; вопрос об этом, а также пределы такого освобождения решаются Советом специальным большинством голосов. Совет в соответствии с положениями статьи 69 определяет в своих правилах процедуры обстоятельства и условия, при которых участники могут освобождаться от своих обязательств согласно пункту 1 настоящей статьи, с учетом, в частности, исключительных и срочных случаев, которые возникают в ходе обычной торговли.

6. Обязательства, установленные в предыдущих пунктах настоящей статьи, не отменяют каких-либо противоречащих двусторонних или многосторонних обязательств, которые участники взяли на себя по отношению к странам, не являющимся участниками, до вступления в силу настоящего Соглашения, при условии, что участник, который имеет такие противоречащие обязательства, выполняет их таким образом, чтобы свести к минимуму противоречие с обязательствами, установленными в предыдущих пунктах. Указанный участник в возможно краткий срок принимает меры к тому, чтобы привести свои обязательства в соответствие с положениями настоящей статьи, и информирует Совет о подробностях противоречащих обязательств, а также о принимаемых мерах в целях сведения к минимуму или устранению противоречия.

7. Совет предусматривает в своих правилах процедуры уведомление участниками о своем импорте из неучаствующих стран, а также представление Исполнительным директором периодических отчетов и сводного отчета по завершении каждого контингентного года с указанием, в частности, в отношении периода, охватываемого каждым отчетом:

a) количеств сахара, экспортированных отдельными неучаствующими странами во все пункты назначения, а также

b) количеств, импортированных отдельными участниками из неучаствующих стран.

8. a) Любой импорт участником в соответствии с настоящей статьей сверх количеств, разрешенных согласно настоящей статье, вычитается из количеств сахара, которые указанный участник мог бы импортировать в соответствии с настоящей статьей в следующем контингентном году, если только Совет не примет иного решения.

b) В случаях, когда необходимо произвести вычеты согласно положениям подпункта "a" настоящего пункта, но когда последние не могут быть осуществлены в полном объеме ввиду того, что количества, которые надлежит вычесть, превышают годовое право соответствующего участника, Совет прибегает к статье 71.

9. Любой участник, считающий, что субсидируемый экспорт из неучаствующей страны наносит или угрожает нанести серьезный ущерб его интересам по настоящему Соглашению, может передать этот вопрос на рассмотрение Совета, который рассматривает данный вопрос с учетом всех относящихся к делу обстоятельств и может дать рекомендации, направленные на ограничение влияния указанных субсидий на этого участника.

10. Ограничения, указанные в пункте 1 настоящей статьи, не применяются к количествам рафинированного сахара, импортированного из страны-неучастника, которая сама импортирует по крайней мере эквивалентное количество сахара-сырца свободного рынка из стран-участников. Совет устанавливает специальные правила относительно условий, в соответствии с которыми применяется данный пункт.

Статья 58

Доступ на рынки

Каждый развитый импортирующий участник обязуется обеспечивать доступ на свой рынок для импорта сахара из экспортирующих стран-участников и принимает меры, не противоречащие его внутреннему законодательству, которые он сочтет целесообразными в своих собственных условиях, по обеспечению такого доступа на свой рынок.

Статья 59

Сотрудничество импортеров по поддержанию цен

Совет, если это окажется желательным, дает рекомендации участникам, импортирующим сахар, в отношении мер и способов содействия участникам, экспортирующим сахар, в их деятельности, направленной на то, чтобы запродажи осуществлялись по ценам, не противоречащим соответствующим положениям настоящего Соглашения.

Статья 60

Гарантии в отношении поставок

1. Участники, экспортирующие сахар, обязуются предлагать участникам, импортирующим сахар, таким образом, который не противоречит их традиционной торговле, а если они являются экспортирующими участниками, то в пределах, устанавливаемых их действующими квотами или правами на экспорт в период действия последних, сахар в количествах, достаточных для удовлетворения участниками, импортирующими сахар, своих потребностей в импорте со свободного рынка.

2. Участники, экспортирующие сахар, всегда отдают участникам, импортирующим сахар, при прочих равных коммерческих условиях предпочтение перед неучастниками во всех предложениях продажи на свободном рынке.

3. Ни один участник, экспортирующий сахар, не продает сахар на свободном рынке неучаствующим странам на условиях, коммерчески более благоприятных, чем условия, которые в то же самое время он был бы готов предложить участникам, импортирующим сахар со свободного рынка, с учетом обычной торговой практики и традиционных торговых связей.

4. Ничто в настоящей статье не препятствует предоставлению участником, экспортирующим сахар, более выгодных коммерческих условий развивающимся импортирующим участникам.

ГЛАВА XIV - ЦЕНЫ

Статья 61

Цена дня и преобладающая цена

1. Для целей настоящего Соглашения ценой дня на сахар является:

a) средняя величина между ценой "спот" по контракту на сахар № 11 Нью-Йоркской биржи кофе и сахара и ценой дня Лондонской биржи сахара по контракту № 2 после пересчета последней в центы США за фунт фоб порты Карибского бассейна, включая штивку, на основе соответствующего текущего рыночного обменного курса в Лондоне, как будет предусмотрено в правилах процедуры, в которых будут указаны и другие соответствующие факторы, которые должны учитываться при расчете цены; либо

b) низшая из двух цен, на которые делается ссылка в подпункте "a" настоящего пункта, плюс пять пунктов, если разница между этими двумя ценами составляет более десяти пунктов.

2. a) Для целей настоящего Соглашения преобладающая цена в любой биржевый день считается находящейся выше (или ниже) определенного уровня, если она находится и остается выше (или ниже) установленного уровня в течение пяти последовательных биржевых дней.

b) Преобладающая цена считается находящейся выше (или ниже) установленной цифры до тех пор, пока не будут выполнены условия подпункта "a" настоящего пункта для того, чтобы она находилась ниже (или выше) упомянутой установленной цифры.

c) При выполнении условий подпункта "a" настоящего пункта, для того чтобы стало применимым какое-либо положение настоящего Соглашения, упомянутое положение начинает действовать следующим образом:

i) если указанное положение оставляет на усмотрение Совета принятие решения о мерах, отличающихся от мер, предписываемых в положении,- на третий биржевый день, следующий за тем, в который выполняются указанные условия;

ii) во всех остальных случаях - в биржевый день, следующий за тем, в который выполняются указанные условия.

3. В случае, если одна из цен, указанных в подпункте 1 "a" настоящей статьи, отсутствует или не является репрезентативной ценой, по которой сахар продается при базисе поляризации 96° на свободном рынке, Совет специальным большинством голосов принимает решение об использовании иных критерий, которые он сочтет целесообразными. Указанные критерии основываются на котировках "спот" на признанных биржах сахара с учетом соответствующего объема торговли и адекватности отражения мировых цен на указанных биржах.

Статья 62

Корректировка цен

1. На своей второй регулярной сессии каждый контингентный год Совет пересматривает цены, указанные в настоящем Соглашении.

2. При проведении указанного пересмотра Совет принимает во внимание все факторы, которые могут повлиять на достижение целей настоящего Соглашения, включая, в частности, влияние инфляции или дефляции, колебания обменных курсов, тенденцию в ценах на сахар, потреблении, производстве, торговле и запасах сахара и альтернативных подслащивающих веществ, а также зависимость цен на сахар от изменений в мировой экономике или валютной системе. Данные, необходимые для проведения такого пересмотра, представляются в соответствии с пунктом 4 настоящей статьи.

3. В ходе указанного пересмотра Совет специальным большинством голосов может осуществить корректировку цен, примененных в следующем контингентном году, которую сочтет необходимой для обеспечения целей настоящего Соглашения при условии, что разница между минимальной и максимальной ценой сохранится в размере 10 центов США за фунт.

4. Совет учреждает Комитет по пересмотру цен в составе четырех экспортирующих и четырех импортирующих участников под председательством Исполнительного директора. Круг ведения этого Комитета является следующим:

a) осуществлять сбор и оценку данных в отношении:

i) цен, потребления, производства, торговли и запасов сахара, а также альтернативных подслащивающих веществ;

ii) зависимости цен на сахар от изменений в мировой экономике или валютной системе, включая влияние мировой инфляции или дефляции и колебания обменных курсов;

iii) любых других факторов, которые могут повлиять на достижение целей, настоящего Соглашения;

b) представлять свои выводы Совету до начала его второй регулярной сессии в каждом контингентном году.

5. В исключительных обстоятельствах, вызванных большими нарушениями мировой экономики или валютной системы, либо в случае значительного изменения обменного курса доллара США, Комитет по пересмотру цен собирается для рассмотрения создавшегося положения. В ходе указанного рассмотрения Комитет может, если сочтет целесообразным, просить о созыве специальной сессии Совета для рассмотрения мер, которые следует принять, если таковые потребуются, включая любую необходимую корректировку цен. Любое решение Совета о корректировке цен согласно настоящему пункту принимается специальным большинством голосов и вступает в силу немедленно.

6. Положения статьи 82 не применяются к корректировке цен, предусмотренной настоящей статьей.

ГЛАВА XV - МЕРЫ, СВЯЗАННЫЕ С ПРОИЗВОДСТВОМ И ПОТРЕБЛЕНИЕМ

Статья 63

Нормы, регулирующие условия труда

Участники обеспечивают соблюдение справедливых норм, регулирующих условия труда в сахарной промышленности, и, по мере возможности, стремятся повышать уровень жизни сельскохозяйственных и промышленных рабочих, занятых в различных отраслях производства сахара, а также занимающихся выращиванием сахарного тростника и сахарной свеклы.

Статья 64

Меры по поддержанию производства и сбыта

1. Участники признают, что субсидии для производства и сбыта сахара, которые прямо или косвенно способствуют увеличению экспорта сахара или сокращению импорта последнего, могут создать угрозу для достижения целей настоящего Соглашения.

2. Если какой-либо участник предоставляет или продолжает предоставлять любую из указанных субсидий, включая любую форму поддержания доходов или цен, то он в течение каждого контингентного года письменно уведомляет Совет о размерах и характере субсидий, а также об обстоятельствах, обусловивших необходимость такого субсидирования. Уведомление, упомянутое в настоящем пункте, направляется по запросу Совета, причем такой запрос делается по меньшей мере один раз в каждом контингентом году в такой форме и в такое время, которые могут быть предусмотрены Советом в правилах процедуры.

3. В тех случаях, когда какой-либо участник считает, что указанные субсидии наносят или угрожают нанести серьезный ущерб его интересам по настоящему Соглашению, участник, предоставляющий субсидию, должен после соответствующей просьбы обсудить с другим заинтересованным участником или участниками, либо с Советом возможность ограничения указанных субсидий. В тех случаях, когда указанный вопрос выносится на рассмотрение Совета, Совет может рассмотреть его совместно с заинтересованными участниками и дать рекомендации, которые сочтет необходимыми, с учетом особых обстоятельств участника, предоставляющего субсидии.

Статья 65

Меры по поощрению потребления

1. Каждый участник принимает меры, которые сочтет целесообразными для поощрения потребления сахара и устранения любых препятствий, ограничивающих рост потребления сахара, с учетом влияния, которое оказывают на потребление сахара таможенные пошлины, внутренние налоги и фискальные сборы, а также количественный или иной контроль и все другие важные факторы, имеющие отношение к оценке положения.

2. Каждый участник периодически информирует Совет о мерах, принятых им согласно пункту 1 настоящей статьи, а также о результатах этих мер.

3. Совет учреждает Комитет по потреблению сахара, состоящий из экспортирующих и импортирующих участников.

4. Комитет, в частности, проводит изучение следующих вопросов:

a) влияние на потребление сахара применения любых видов заменителей сахара, включая как искусственные, так и натуральные подслащивающие вещества;

b) сравнительный налоговый режим для сахара и других подслащивающих веществ или сырья для производства последних;

c) влияние на потребление сахара в различных странах i) налогообложения и ограничительных мер; ii) экономических условий и, в частности, затруднений с платежными балансами и iii) климатических и иных условий,

d) способы содействия потреблению, особенно в странах с низким уровнем потребления на душу населения;

e) пути и методы сотрудничества с организациями, занимающимися вопросами расширения потребления сахара и связанных с ним пищевых продуктов;

f) исследование новых областей применения сахара, его побочных продуктов и культур, из которых он производится;

и представляет Совету отчеты о проделанной работе.

ГЛАВА XVI - ИНФОРМАЦИЯ, ИССЛЕДОВАНИЯ И ЕЖЕГОДНЫЙ ОБЗОР

Статья 66

Информация и исследования

1. Организация выступает в роли центра по сбору и публикации:

a) статистической информации о мировом производстве, экспорте, импорте, потреблении и запасах сахара, а также о ценах на него; и

b) в необходимых пределах - технической информации по возделыванию и обработке сахарной свеклы или сахарного тростника, а также по применению сахара.

2. Участники обязуются представлять и направлять в срок, который может быть установлен в правилах процедуры, все такие статистические данные и информацию, которые могут быть определены в этих правилах как необходимые для осуществления Организацией ее функций по настоящему Соглашению. При необходимости Организация использует соответствующую информацию, которая может быть получена из других источников.

3. Информация, которая должна представляться участниками в соответствии с пунктом 2 настоящей статьи, включает, если Совет установит такое требование, регулярные статистические отчеты о производстве, потреблении, запасах сахара, а также о ценах или налогах. Участники представляют запрашиваемую информацию по возможности наиболее подробно. Организация не публикует информацию, которая может быть использована для выявления деятельности лиц или компаний, производящих, обрабатывающих или сбывающих сахар.

4. Если какой-либо участник не представляет или испытывает трудности с представлением в разумный срок статистической и иной информации, требуемой для нормальной работы Организации, Совет может потребовать от соответствующего участника объяснения причин такого положения. Если при этом установлено, что участнику требуется техническая помощь, Совет может принять любые необходимые меры.

5. По мере необходимости, но не реже двух раз в год Совет публикует оценочные данные в отношении производства и потребления сахара на текущий контингентный год.

6. В той степени, в какой она считает это необходимым, Организация может содействовать исследованиям или проводить исследования экономики производства и распределения сахара, включая тенденции и прогнозы, воздействие правительственных мер в экспортирующих и импортирующих странах на производство и потребление сахара, возможности расширения потребления сахара для традиционных и возможных новых видов использования, а также влияние действия настоящего Соглашения на экспортеров и импортеров сахара, включая условия их торговли. В рамках содействия упомянутым исследованиям и изысканиям Организация может сотрудничать с международными организациями и исследовательскими учреждениями.

Статья 67

Отчеты об экспорте, импорте и запасах

1. Совет в своих правилах процедуры предусматривает ведение Исполнительным директором учета следующих данных:

a) о размерах глобальной квоты и действующих квот и о любых последующих корректировках этих квот на протяжении всего контингентного года;

b) об экспорте соответствующих экспортирующих участников в рамках их действующих квот или прав на экспорт, а также об импорте таких участников;

c) об импорте и экспорте импортирующих участников.

2. В этих правилах предусматривается также периодическое представление участниками информации, о которой говорится в подпунктах 1 "b" и "c" настоящей статьи, а также публикация такой информации Организацией совместно с другими данными, которые Совет может указать.

3. Совет может в любое время принимать меры по установлению количеств сахара, экспортированных или импортированных участниками и неучастниками. Указанные меры могут включать выдачу свидетельств о происхождении товара и других экспортных документов.

4. Каждый экспортный участник, хранящий специальные запасы в соответствии со статьей 46, сообщает Исполнительному директору о количествах сахара, хранящихся в качестве специальных запасов, по состоянию на 1 января, 1 апреля, 1 июля и 1 октября каждого контингентного года, не позднее чем через 30 календарных дней после этих дат.

Статья 68

Ежегодный обзор

1. Совет, насколько это возможно, в каждом контингентном году осуществляет обзор действия настоящего Соглашения в свете целей, определенных в статье 1, а также влияния настоящего Соглашения на рынок и экономику отдельных стран, и в частности развивающихся стран, в предыдущем контингентном году. После этого Совет разрабатывает рекомендации участникам относительно путей и средств улучшения действия настоящего Соглашения.

2. Отчет о каждом ежегодном обзоре публикуется в порядке и форме, устанавливаемых Советом.

ГЛАВА XVII - ОСВОБОЖДЕНИЕ ОТ ОБЯЗАТЕЛЬСТВ

Статья 69

Освобождение от обязательств

1. В тех случаях, когда это вызывается чрезвычайными обстоятельствами или обстоятельствами форс-мажор, особо не предусмотренными в настоящем Соглашении, Совет специальным большинством голосов может освободить участника от какого-либо обязательства по настоящему Соглашению, если на основании объяснения соответствующего участника он убедится в том, что выполнение указанного обязательства создает для участника серьезные трудности или возлагает на него непосильное бремя.

2. Освобождая участника от обязательств в случаях, предусмотренных пунктом 1 настоящей статьи, Совет конкретно указывает условия, срок действия, а также причины указанного освобождения.

3. Наличие в стране участника в течение одного года или нескольких лет пригодного для экспорта сахара сверх общего объема разрешенного экспорта упомянутого участника согласно главам IX и X настоящего Соглашения после удовлетворения нужд внутреннего потребления и создания запасов не может служить единственным основанием для направления Совету заявления об освобождении от обязательств. Для экспортирующих участников, перечисленных в приложении I, дополнительный экспорт, который может быть разрешен согласно данной статье, образует часть действующей квоты соответствующего участника, но не подлежит каким-либо последующим корректировкам согласно статье X. Дополнительные разрешения на экспорт, предоставляемые согласно настоящей статье, не учитываются при подсчете объема экспорта для целей подпункта 2 "с" статьи 34.

ГЛАВА XVIII - СПОРЫ И ЖАЛОБЫ

Статья 70

Споры

1. Любой спор в связи с толкованием или применением настоящего Соглашения, который не был урегулирован самими спорящими участниками, передается по просьбе любой из спорящих сторон-участников Соглашения в Совет для принятия решения.

2. В любом случае передачи спора в Совет согласно пункту 1 настоящей статьи большинство участников, располагающих не менее чем одной третью общего числа голосов, могут потребовать, чтобы Совет после обсуждения вопроса и до вынесения своего решения запросил по предмету спора мнение консультативной группы, созданной согласно пункту 3 настоящей статьи.

3. a) Если Совет не принимает иного решения специальным большинством голосов, то консультативная группа состоит из пяти лиц, а именно:

i) двух лиц, назначаемых экспортирующими участниками, причем одно из них должно обладать большим опытом в вопросах, аналогичных спорному вопросу, а другое должно быть авторитетным и опытным юристом;

ii) двух лиц, назначаемых импортирующими участниками и отвечающих аналогичным требованиям;

iii) председателя, единогласно выбранного четырьмя лицами, назначенными согласно "i" и "ii" выше, или, если последние не приходят к соглашению, назначенного Председателем Совета.

b) В консультативную группу могут входить граждане участвующих и не участвующих в Соглашении стран.

c) Лица, назначенные в консультативную группу, выступают в своем личном качестве и не получают инструкций от какого-либо правительства.

d) Расходы консультативной группы оплачиваются Организацией.

4. Заключение консультативной группы и мотивировка этого заключения направляются Совету, который, рассмотрев всю относящуюся к делу информацию, специальным большинством голосов выносит решение по спору.

Статья 71

Меры, принимаемые Советом в связи с жалобами и в случае неисполнения участниками своих обязательств

1. Любая жалоба на то, что участник не исполняет своих обязательств по настоящему Соглашению, по просьбе участника, подающего жалобу, направляется Совету, который при условии проведения предварительных консультаций с заинтересованными участниками выносит решение по этому вопросу.

2. В любом решении Совета о том, что участник нарушает свои обязательства по настоящему Соглашению, конкретно указывается характер нарушения.

3. Во всех случаях, когда Совет в связи с поступлением жалобы или в иной порядке находит, что участник нарушил настоящее Соглашение, он может без ущерба для других мер, особо предусмотренных в других статьях данного Соглашения, специальным большинством голосов:

a) временно лишить этого участника права голоса в Совете и Исполнительном комитете и, если он считает это необходимым,

b) временно лишить этого участника также и других прав, включая право выставлять свою кандидатуру и входить в состав Совета или любого из его комитетов до тех пор, пока он не исполнит свои обязательства; или если такое нарушение наносит существенный ущерб действию настоящего Соглашения,

c) принять меры согласно статье 80.

ГЛАВА XIX - ЗАКЛЮЧИТЕЛЬНЫЕ ПОЛОЖЕНИЯ

Статья 72

Подписание

Настоящее Соглашение открыто для подписания в штаб-квартире Организации Объединенных Наций с 28 октября по 31 декабря 1977 года правительством любой страны, приглашенной принять участие в Конференции Организации Объединенных Наций по сахару 1977 года.

Статья 73

Ратификация, принятие и одобрение

1. Настоящее Соглашение подлежит ратификации, принятию или одобрению подписавшими его правительствами согласно их соответствующим конституционным процедурам.

2. Ратификационные грамоты и акты о принятии или одобрении депонируются у Генерального секретаря Организации Объединенных Наций не позднее 31 декабря 1977 года. Однако Совет в рамках продленного Международного соглашения по сахару 1973 года или Совет в рамках настоящего Соглашения может продлить срок подачи ратификационных грамот тем правительствам, подписавшим Соглашение, которые не смогли депонировать свои ратификационные грамоты в установленный срок.

Статья 74

Уведомление о временном применении

1. Правительство, подписавшее настоящее Соглашение, которое намеревается ратифицировать, принять или одобрить его, или правительство, для которого Совет установил условия присоединения, но которое еще не смогло депонировать свою ратификационную грамоту, может в любое время уведомить Генерального секретаря Организации Объединенных Наций о том, что оно будет применять настоящее Соглашение на временной основе - либо когда оно вступит в силу в соответствии со статьей 75, либо, если оно уже вступило в силу, в указанный срок.

2. Правительство, направившее в соответствии с пунктом 1 настоящей статьи уведомление о том, что оно будет применять настоящее Соглашение либо когда оно вступит в силу, либо, если оно уже вступило в силу, в указанный срок, является начиная с этого времени временным участником до тех пор, пока оно не депонирует свою ратификационную грамоту или акт о принятии, одобрении или присоединении и, таким образом, не станет участником.

Статья 75

Вступление в силу

1. Настоящее Соглашение окончательно вступает в силу 1 января 1978 года или в любой день в течение последующих шести месяцев, если к указанному дню правительства, располагающие 55% голосов экспортирующих стран и 65% голосов импортирующих стран в соответствии с распределением голосов, установленным в приложении V, депонировали у Генерального секретаря Организации Объединенных Наций свои ратификационные грамоты или акты о принятии, одобрении или присоединении. Оно также

окончательно вступает в силу в любое время после этого, если оно действует на временной основе и указанные требования относительно процента голосов удовлетворены посредством депонирования ратификационных грамот или актов о принятии, одобрении или присоединении.

2. Настоящее Соглашение вступает в силу на временной основе 1 января 1978 года или в любой день в течение последующих двух месяцев, если к указанному дню правительства, удовлетворяющие требованиям пункта 1 настоящей статьи, депонировали свои ратификационные грамоты или акты о принятии, одобрении или присоединении, либо уведомили согласно статье 74, что они будут применять настоящее Соглашение на временной основе.

3. Правительства, которые депонировали свои ратификационные грамоты или акты о принятии, одобрении или присоединении или депонировали уведомления о применении Соглашения на временной основе до 1 июня 1978 года или такой более поздней даты, которая может быть определена Советом, применяют с 1 января 1978 года положения настоящего Соглашения на первый контингентный год, касающиеся регулирования экспорта, специальных запасов и импорта из неучаствующих стран, за исключением тех случаев, когда такое применение не является возможным для какого-либо импортирующего участника по причине отсутствия внутренних юридических оснований до того, пока правительство этой страны не станет участником или временным участником.

4. 1 января 1978 года или в любой день в течение последующих двенадцати месяцев, а также в конце каждого последующего шестимесячного периода, в течение которого настоящее Соглашение действует на временной основе, правительства любых из тех стран, которые депонировали ратификационные грамоты или акты о принятии, одобрении или присоединении, могут принять решение об окончательном введении настоящего Соглашения в силу, полностью или частично, между этими странами. Указанные правительства, а также правительства, которые депонировали уведомления о временном применении, могут также принять решение о том, что настоящее Соглашение вступает в силу на временной основе, если оно еще не вступило в силу на временной основе, не продолжает действовать на временной основе или не прекращает действовать.

Статья 76

Присоединение

1. Настоящее Соглашение открыто для присоединения правительств всех государств на условиях, установленных Советом. Присоединение осуществляется посредством депонирования у Генерального секретаря Организации Объединенных Наций акта о присоединении. В акте о присоединении должно быть указано, что данное правительство принимает все условия, установленные Советом.

2. Устанавливая условия, упомянутые в пункте 1 настоящей статьи, Совет может специальным большинством голосов установить основной экспортный тоннаж или право на экспорт, которые считаются включенными в приложение I или в приложение II, в соответствующем порядке:

a) для страны, которая не указана в этих приложениях;

b) для страны, которая указана в этих приложениях, но не присоединяется к настоящему Соглашению в течение двенадцати месяцев со дня вступления его в силу, при условии, однако, что если такая страна указана в приложении I и она присоединяется к настоящему Соглашению в течение двенадцати месяцев со дня вступления его в силу, то к ней применяется показатель основного тоннажа, указанного для нее в этом приложении.

3. В случае присоединения ЕЭС применение условий, содержащихся в пункте 2 настоящей статьи, не является обязательным. Вместо этого Совет может специальным большинством голосов установить такие особые условия, включая выделение соответствующего числа голосов, которые могут быть взаимоприемлемыми с учетом целей настоящего Соглашения.

4. Совет в рамках продленного Международного соглашения по сахару 1973 года может в ожидании вступления в силу настоящего Соглашения установить условия, указанные в пункте 1 настоящей статьи, которые подлежат утверждению Советом в рамках настоящего Соглашения.

Статья 77

Территориальное применение

1. Любое правительство может, при подписании Соглашения или при сдаче на хранение ратификационной грамоты или акта о принятии, одобрении или присоединении, или в любое время после этого, заявить, направив уведомление на имя Генерального секретаря Организации Объединенных Наций, что действие настоящего Соглашения

a) распространяется также на любую из развивающихся территорий, за международные отношения которой оно в настоящее время несет в конечном итоге ответственность и которая уведомила соответствующее правительство о том, что она желает участвовать в настоящем Соглашении; или

b) распространяется лишь на любую из развивающихся территорий, за международные отношения которой оно в настоящее время несет в конечном итоге ответственность и которая уведомила соответствующее правительство о том, что она желает участвовать в настоящем Соглашении,

и действие настоящего Соглашения распространяется на указанные в уведомлении территории, начиная с даты такого уведомления, если настоящее Соглашение уже вступило в силу для данного правительства, или, если уведомление было сделано раньше этого, с даты вступления в силу настоящего Соглашения для данного правительства. Любое правительство, которое сделало уведомление в соответствии с подпунктом "b" выше, может впоследствии взять обратно это уведомление и может сделать уведомление или уведомления на имя Генерального секретаря Организации Объединенных Наций согласно подпункту "a" выше.

2. Когда территория, на которую распространяется действие настоящего Соглашения согласно пункту 1 настоящей статьи, принимает впоследствии на себя ответственность за свои международные отношения, правительство этой территории может в течение девяноста дней после взятия на себя ответственности за свои международные отношения заявить в уведомлении на имя Генерального секретаря Организации Объединенных Наций, что оно принимает на себя права и обязательства Договаривающейся стороны настоящего Соглашения. Она становится Договаривающейся стороной

настоящего Соглашения с даты такого уведомления. Если такая Договаривающаяся сторона является экспортирующей страной, не перечисленной в приложении I или приложении II, то Совет после консультации с этой Договаривающейся стороной устанавливает для нее специальным большинством голосов основной экспортный тоннаж или право на экспорт, которые будут считаться включенными в приложение I или приложение II в соответствующем порядке. Если указанная Договаривающаяся сторона заносится в приложение I или приложение II, то ее основной экспортный тоннаж или соответственно право на экспорт будут соответствовать установленным в этих приложениях.

3. Любая Договаривающаяся сторона, которая желает воспользоваться своими правами в соответствии со статьей 4 в отношении любых территорий, за международные отношения которых она в настоящее время несет в конечном итоге ответственность, может сделать это, направив соответствующее уведомление Генеральному секретарю Организации Объединенных Наций либо при сдаче на хранение своей ратификационной грамоты или акта о принятии, одобрении или присоединении, либо в любое время впоследствии. Если территория, которая становится самостоятельным участником, является экспортирующим участником и не поименована в приложении I или приложении II, то Совет после консультации с этим участником устанавливает для нее специальным большинством голосов основной экспортный тоннаж или право на экспорт, которые считаются включенными в приложение I или приложение II, в соответствующем порядке. Если указанная территория поименована в приложении I или приложении II, то ее основной экспортный тоннаж или право на экспорт будут соответствовать установленным в этих приложениях.

4. Любая Договаривающаяся сторона, которая сделала уведомление согласно подпункту 1 "a" или "b" настоящей статьи, может в любое время впоследствии заявить, направив уведомление на имя Генерального секретаря Организации Объединенных Наций, в соответствии с пожеланием данной территории, что действие настоящего Соглашения впредь не распространяется на территорию, указанную в этом уведомлении, и начиная с даты такого уведомления действие настоящего Соглашения более не распространяется на указанную территорию.

5. Договаривающаяся сторона, которая сделала уведомление в соответствии с подпунктом 1 "a" или "b" настоящей статьи, продолжает нести в конечном итоге ответственность за выполнение обязательств по настоящему Соглашению территориями, которые, в соответствии с положениями настоящей статьи и статьи 4, являются самостоятельными участниками Организации до тех пор, пока эти территории не сделают уведомление в соответствии с пунктом 2 настоящей статьи.

Статья 78

Оговорки

1. Никаких оговорок к любым положениям настоящего Соглашения, за исключением оговорок, упомянутых в пунктах 2, 3 и 4 настоящей статьи, не допускается.

2. Любое правительство, которое по состоянию на 31 декабря 1977 года являлось Стороной продленного Международного соглашения по сахару 1973 года и имело одну или несколько оговорок в отношении Международного соглашения по сахару 1968 года или продленного Международного соглашения по сахару 1973 года, может при подписании, ратификации, принятии или одобрении настоящего Соглашения или присоединении к нему сделать оговорки, смысл или последствия которых будут аналогичны этим предыдущим оговоркам.

3. Любое правительство, которое правомочно стать Стороной настоящего Соглашения, может при подписании, ратификации, принятии или одобрении настоящего Соглашения или присоединении к нему сделать оговорки, которые не затрагивают экономических аспектов настоящего Соглашения. Любой спор относительно того, подпадает ли какая-либо конкретная оговорка под положения настоящего пункта, разрешается в соответствии с процедурой, изложенной в статье 70.

4. В любом другом случае выдвижения оговорок Совет изучает их и решает специальным большинством голосов, приемлемы ли они, и если приемлемы, то на каких условиях. Указанные оговорки вступают в силу лишь после принятия Советом решения по этому вопросу. Указанные оговорки депонируются у Генерального секретаря Организации Объединенных Наций после уведомления о решении Совета.

Статья 79

Добровольный выход

1. Любой участник может выйти из настоящего Соглашения в любое время после вступления в силу настоящего Соглашения, направив письменное извещение о выходе Генеральному секретарю Организации Объединенных Наций. Такой участник одновременно уведомляет Совет о предпринятом им шаге.

2. Выход из Соглашения согласно настоящей статье вступает в силу через 30 дней после получения извещения Генеральным секретарем Организации Объединенных Наций.

Статья 80

Исключение

Если Совет сочтет, что какой-либо участник нарушает свои обязательства по настоящему Соглашению, и решит далее, что такое нарушение наносит существенный ущерб осуществлению настоящего Соглашения, то он может специальным большинством голосов исключить такого участника из Организации. О любом таком решении Совет немедленно уведомляет Генерального секретаря Организации Объединенных Наций. По истечении девяноста дней с даты вынесения решения Советом указанный участник перестает быть членом Организации.

Статья 81

Порядок расчетов с выходящими или исключенными членами Организации

1. Совет определяет любой порядок расчетов с участниками, выходящими или исключенными из Организации. Организация удерживает любые суммы, уже уплаченные выходящим или исключенным участником. Такой участник остается обязанным уплатить любые суммы, причитающиеся с него Организации на момент вступления в силу его выхода или исключения из нее, и остается обязанным выплатить Фонду; учрежденному согласно статье 49, любые ссуды, которые Фонд выдал такому выходящему или исключенному участнику, при условии, однако, что в случае, когда участник не в состоянии согласиться с какой-либо поправкой и поэтому прекращает свое участие в Организации согласно положениям пункта 2 статьи 82, Совет может определить любой порядок расчетов, который он находит справедливым.

2. Участник, который вышел или был исключен из Организации или который прекратил свое участие в Организации каким-либо иным образом, не имеет права на какую-либо долю поступлений от ликвидации или на какие-либо другие активы Организации и на какую-либо долю активов Фонда, учрежденного согласно статье 49; на него также не возлагается какая-либо часть дефицита Организации или Фонда, если таковой имеется, после прекращения действий настоящего Соглашения.

Статья 82

Поправки

1. Совет может специальным большинством голосов рекомендовать Сторонам поправку к настоящему Соглашению. Совет может установить срок, по истечении которого каждая Сторона уведомляет Генерального секретаря Организации Объединенных Наций о принятии ею указанной поправки. Поправка вступает в силу через 100 дней после получения Генеральным секретарем Организации Объединенных Наций уведомления о ее принятии от Сторон, располагающих по меньшей мере 850 голосами из общего числа голосов экспортирующих участников и представляющих по меньшей мере три четверти упомянутых участников, и от Сторон, располагающих по меньшей мере 800 голосов из общего числа голосов импортирующих участников и представляющих по меньшей мере три четверти упомянутых участников, или в такой более поздний срок, который может быть определен Советом специальным большинством голосов. Совет может установить срок, в пределах которого каждая Сторона уведомляет Генерального секретаря Организации Объединенных Наций о принятии ею поправки, и если к этому сроку поправка не вступила в силу, то она считается снятой. Совет предоставляет Генеральному секретарю информацию, необходимую для определения того, являются ли полученные уведомления о принятии поправки достаточными для вступления последней в силу.

2. Любой участник, от имени которого не было направлено уведомление о принятии какой-либо поправки к дате вступления ее в силу, перестает участвовать с указанной даты в настоящем Соглашении, если только любой такой участник не убедит Совет в том, что ее принятие не может быть обеспечено в срок ввиду затруднений в завершении его конституционных процедур и Совет не решит продлить для такого участника срок, установленный для принятия поправки. Поправка не является обязательной для такого участника до тех пор, пока он не уведомит о своем принятии этой поправки.

Статья 83

Срок действия, продление и прекращение действия Соглашения

1. Настоящее Соглашение остается в силе до конца пятого контингентного года после вступления его в силу, если только оно не будет продлено согласно пункту 2 настоящей статьи или если его действие не будет прекращено ранее согласно пункту 3 настоящей статьи.

2. До конца пятого контингентного года Совет специальным большинством голосов может продлить настоящее Соглашение на срок, не превышающий двух контингентных лет. О любом таком продлении Совет уведомляет Генерального секретаря Организации Объединенных Наций. Независимо от положений пункта 2 статьи 79 участник, который не желает участвовать в настоящем Соглашении, продленном в соответствии с настоящей статьей, может выйти из настоящего Соглашения в конце пятого контингентного года, направив письменное уведомление о выходе Генеральному секретарю Организации Объединенных Наций. Такой участник соответствующим образом информирует Совет.

3. Совет может в любой момент специальным большинством голосов принять решение о прекращении действия настоящего Соглашения, начиная с такой даты и на таких условиях, какие он может определить. В этом случае Совет продолжает существовать в течение такого периода времени, какой может потребоваться для проведения ликвидации Организации, и обладает такими полномочиями и выполняет такие функции, какие могут быть необходимыми для указанных целей.

Статья 84

Переходные мероприятия

1. Если в соответствии с продленным Международным соглашением по сахару 1973 года последствия любых осуществленных, подлежащих осуществлению или не осуществленных по недосмотру мероприятий должны были вступить в силу в последующем году для целей действия упомянутого Соглашения, то указанные последствия имеют ту же силу в соответствии с настоящим Соглашением, как если бы положения продленного Соглашения 1973 года продолжали действовать для этих целей.

2. Независимо от положений пункта 1 статьи 40 и пункта 1 настоящей статьи глобальная квота на 1978 контингентный год устанавливается Советом на его первой сессии в 1978 году. Кроме того, административный бюджет на 1978 год предварительно утверждается Советом в рамках продленного Международного соглашения по сахару 1973 года на его последней очередной сессии в 1977 году при условии подтверждения Советом в рамках настоящего Соглашения на его первой сессии в 1978 году.

Статья 85

Аутентичные тексты настоящего Соглашения

Тексты настоящего Соглашения на английском, испанском, китайском, русском и французском языках являются в равной мере аутентичными. Подлинники сдаются на хранение в архив Организации Объединенных Наций.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, надлежащим образом уполномоченные на это своими правительствами, подписали настоящее Соглашение, и даты подписания указаны рядом с их подписями.

ПРИЛОЖЕНИЕ I

ОСНОВНЫЕ ЭКСПОРТНЫЕ ТОННАЖИ, УСТАНОВЛЕННЫЕ СОГЛАСНО ПУНКТУ 1 СТАТЬИ 34

	Тыс.тонн в пересчете на сырец
Австралия	2 350
Австрия	80
Аргентина	450
Боливия	90
Бразилия	2 350
Гайана	145
Гватемала	300
Доминиканская Республика	1 100
Индия	825
Колумбия	75
Коста-Рика	105
Куба	2 500
Маврикий	175
Мексика	75
Мозамбик	100
Никарагуа	125
Панама	90
Перу	350
Польша	300
Сальвадор	145
Свазиленд	105
Таиланд	1 200
Тринидад и Тобаго	85
Фиджи	125
Филиппины	1 400
Чехословакия	175
Эквадор	80
Южная Африка	875
Ямайка	130

ПРИЛОЖЕНИЕ II

ЭКСПОРТИРУЮЩИЕ СТРАНЫ ИЛИ ТЕРРИТОРИИ, ГОДОВОЕ ПРАВО НА ЭКСПОРТ КОТОРЫХ СОСТАВЛЯЕТ 70 000 ТОНН

Бангладеш
Барбадос
Белиз
Сент-Киттс-Невис-Ангилья
Венгрия
Венесузла
Гаити
Гондурас
Замбия
Индонезия
Конго
Мадагаскар
Малави
Объединенная Республика Камерун
Объединенная Республика Танзания
Парагвай
Румыния
Судан
Турция
Уганда
Уругвай
Эфиопия

ПРИЛОЖЕНИЕ III

1. Для целей настоящего Соглашения положения, относящиеся к развивающимся экспортирующим участникам, применяются ко всем экспортирующим участникам в

a) Латинской Америке, включая Большой Карибский район;

b) Африке, за исключением Южной Африки;

c) Азии; и

d) Океании, за исключением Австралии,

а также к Румынии.

2. Состав участников, к которым применяются положения настоящего Соглашения, касающиеся развивающихся импортирующих участников, определяется Советом в соответствии с составом импортирующих участников настоящего Соглашения.

ПРИЛОЖЕНИЕ IV

НАИМЕНЕЕ РАЗВИТЫЕ СТРАНЫ, ОПРЕДЕЛЕННЫЕ ОРГАНИЗАЦИЕЙ ОБЪЕДИНЕННЫХ НАЦИЙ НА 7 ОКТЯБРЯ 1977 ГОДА

Афганистан
Бангладеш
Бенин
Ботсвана
Бурунди
Бутан
Верхняя Вольта
Гаити
Гамбия
Гвинея
Демократический Йемен
Западное Самоа
Йемен
Лаосская Народно-Демократическая Республика
Лесото
Малави
Мали
Мальдивы
Непал
Нигер
Объединенная Республика Танзания
Руанда
Сомали
Судан
Уганда
Центральноафриканская Империя
Чад
Эфиопия

ПРИЛОЖЕНИЕ V

ПЕРЕЧЕНЬ ЭКСПОРТИРУЮЩИХ И ИМПОРТИРУЮЩИХ СТРАН И ТЕРРИТОРИЙ И РАСПРЕДЕЛЕНИЕ ГОЛОСОВ ДЛЯ ЦЕЛЕЙ СТАТЬИ 75

ЭКСПОРТЕРЫ

Австралия	81
Австрия	6
Аргентина	24
Бангладеш	5
Барбадос	5
Белиз	5
Гайана	7
Сент-Киттс-Невис-Ангилья	5
Тринидад и Тобаго	5
Ямайка	7
Боливия	5
Бразилия	112
Венгрия	5
Венесуэла	5
Гаити	5
Гватемала	11
Гондурас	5
Доминиканская Республика	36
Европейское экономическое сообщество	124
Замбия	5
Индия	63
Индонезия	10
Колумбия	11
Конго	5
Коста-Рика	5
Куба	118
Маврикий	12
Мадагаскар	5
Малави	5
Мексика	27
Мозамбик	5
Никарагуа	5
Объединенная Республика Камерун	5
Объединенная Республика Танзания	5
Пакистан	6
Панама	5
Парагвай	5
Перу	17
Польша	22
Румыния	5
Сальвадор	6

ПРИЛОЖЕНИЕ V (продолжение)

Свазиленд	5
Судан	5
Таиланд	39
Турция	8
Уганда	5
Уругвай	5
Фиджи	6
Филиппины	58
Чехословакия	11
Эквадор	5
Эфиопия	5
Южная Африка	38
Всего	1,000

ИМПОРТЕРЫ

Алжир	27
Берег Слоновой Кости	5
Болгария	12
Верхняя Вольта	5
Гана	5
Германская Демократическая Республика	5
Египет	12
Заир	5
Израиль	11
Ирак	25
Испания	24
Канада	66
Кения	5
Корейская Республика	16
Социалистическая Народная Ливийская Арабская Джамахирия	8
Малайзия	23
Марокко	19
Нигерия	10
Новая Зеландия	12
Норвегия	10
Португалия	21
Сингапур	5
Сирийская Арабская Республика	13
Сомали	5
Соединенные Штаты Америки	297
Союз Советских Социалистических Республик	105
Тунис	11
Финляндия	9
Чили	9

ПРИЛОЖЕНИЕ V (продолжение)

Швейцария	14
Швеция	6
Шри Ланка	5
Югославия	11
Япония	184
Всего	1,000

CONVENIO INTERNACIONAL DEL AZUCAR, 1977

CAPITULO I - OBJETIVOS

Artículo 1

Objetivos

Los objetivos de este Convenio Internacional del Azúcar (al que en adelante se denominará este Convenio), habida cuenta de los términos de la resolución 93 (IV) aprobada por la Conferencia de las Naciones Unidas sobre Comercio y Desarrollo (a la que en adelante se denominará la UNCTAD) en su cuarto período de sesiones, son los siguientes:

a) Aumentar el volumen del comercio internacional del azúcar, especialmente con miras a incrementar los ingresos por concepto de exportación de los países exportadores en desarrollo;

b) Lograr condiciones estables en el comercio internacional del azúcar, en particular evitando las fluctuaciones excesivas de los precios, a niveles de precios que sean remuneradores y justos para los productores y equitativos para los consumidores, tener en cuenta, entre otras cosas, los efectos de la inflación o de la deflación, las fluctuaciones de los tipos de cambio, las tendencias de los precios, del consumo, de la producción, del comercio y de las existencias de azúcar y de edulcorantes sustitutivos y la influencia de los cambios ocurridos en la situación económica o el sistema monetario mundiales sobre los precios del azúcar;

c) Ofrecer un suministro de azúcar adecuado para atender las necesidades de los países importadores a precios equitativos y razonables;

d) Aumentar el consumo de azúcar y, en especial, promover la adopción de medidas encaminadas a fomentar el consumo en los países en que el consumo per capita es bajo;

e) Fomentar el equilibrio entre la oferta y la demanda de azúcar dentro de un comercio mundial de azúcar en expansión;

f) Facilitar la coordinación de las políticas de comercialización del azúcar y la organización del mercado;

g) Asegurar al azúcar procedente de los países en desarrollo una participación adecuada en los mercados de los países desarrollados y un acceso creciente a los mismos;

h) Evaluar atentamente la situación por lo que respecta al empleo de cualquier tipo de sucedáneos del azúcar, entre ellos los ciclamatos y otros edulcorantes artificiales; y

i) Fomentar la cooperación internacional en las cuestiones azucareras.

CAPITULO II - DEFINICIONES

Artículo 2

Definiciones

A los efectos de este Convenio:

1) "Organización" significa la Organización Internacional del Azúcar a que se refiere el artículo 3;

2) "Consejo" significa el Consejo Internacional del Azúcar a que se refiere el artículo 3;

3) "Miembro" significa:

a) Una Parte en este Convenio, que no sea una Parte que haya efectuado una notificación conforme al apartado b) del párrafo 1 del artículo 77 y no la haya retirado, o

b) Un territorio o grupo de territorios respecto del cual se haya hecho una notificación conforme al párrafo 3 del artículo 77;

4) "Miembro exportador" significa todo país o territorio exportador enumerado como tal en el anexo V de este Convenio que pase a ser Miembro de la Organización, o todo país o territorio no enumerado como tal al que se haya concedido la condición de Miembro exportador al adherirse a este Convenio o conforme al artículo 6;

5) "Miembro importador" significa todo país importador enumerado como tal en el anexo V de este Convenio que pase a ser Miembro de la Organización, o todo país no enumerado como tal al que se haya concedido la condición de Miembro importador al adherirse a este Convenio o conforme al artículo 6;

6) "Fondo" significa el Fondo de Financiación de Reservas establecido en virtud del artículo 49;

7) "votación especial" significa una votación que exija al menos dos tercios de los votos emitidos por los Miembros exportadores presentes y votantes y al menos dos tercios de los votos emitidos por los Miembros importadores presentes y votantes, a condición de que estos votos sean emitidos por al menos la mitad del número de los Miembros presentes y votantes;

8) "votación de mayoría simple distribuida" significa una votación que exija más de la mitad del total de votos de los Miembros exportadores presentes y votantes y más de la mitad del total de votos de los Miembros importadores presentes y votantes, a condición de que estos votos sean emitidos por al menos la mitad del número de los Miembros de cada categoría presentes y votantes;

9) "ejercicio económico" significa el año-cuota;

10) "año-cuota" significa el período comprendido entre el 1º de enero y el 31 de diciembre inclusive;

11) "tonelada" significa una tonelada métrica, o sea 1.000 kilogramos, y "libra" significa una libra avoirdupois, o sea 453,592 gramos; las cantidades de azúcar especificadas en este Convenio se expresan en valor crudo, peso neto (valor crudo de cualquier cantidad de azúcar significa su equivalente en azúcar crudo de 96° de polarización);

12) "azúcar" significa el azúcar en cualquiera de sus formas comerciales reconocidas derivadas de la caña de azúcar o de la remolacha azucarera, incluidas las melazas comestibles y finas, los jarabes y cualquier otra forma de azúcar líquido utilizado para consumo humano, pero

a) el "azúcar" arriba definido no incluye las melazas finales ni las clases de azúcar no centrífugo de baja calidad producido por métodos primitivos ni, a los efectos de establecer el volumen de las exportaciones conforme a este Convenio, el azúcar destinado a usos que no sean el consumo humano como alimento. El Consejo determinará las condiciones en que el azúcar se considerará destinado a usos que no sean el consumo humano como alimento;

b) si el Consejo llega a la conclusión de que el aumento de la utilización de mezclas a base de azúcar constituye un peligro para la consecución de los objetivos de este Convenio, tales mezclas se considerarán como azúcar en lo que respecta a su contenido de azúcar. El aumento de la cantidad exportada de tales mezclas sobre la cantidad exportada antes de la entrada en vigor de este Convenio se imputará, en lo que respecta a su contenido de azúcar, a la cuota vigente o derecho de exportación del Miembro exportador interesado;

13) "mercado libre" significa el total de las importaciones netas del mercado mundial, con excepoión de las resultantes del funcionamiento de los acuerdos especiales a que se refiere el capítulo IX de este Convenio;

14) "importaciones netas" significa el total de las importaciones de azúcar después de deducir el total de las exportaciones de azúcar;

15) "exportaciones netas" significa el total de las exportaciones de azúcar (excluido el azúcar para suministros de a bordo de las naves que se avituallen en puertos nacionales), después de deducir el total de las importaciones de azúcar;

16) "tonelaje básico de exportación" significa la cantidad establecida conforme al artículo 34;

17) "cuota global" significa la cantidad especificada en el párrafo 2 del artículo 40, ajustada conforme a lo dispuesto en el artículo 44;

18) "cuota vigente" significa la cantidad de azúcar que un Miembro puede exportar al mercado libre por encima de sus importaciones totales de ese mercado durante el año-cuota pertinente, establecida y ajustada conforme a este Convenio;

19) "centavo" o "centavos" significa centavo o centavos de dólar de los Estados Unidos;

20) "precio diario" significa el precio calculado conforme a lo dispuesto en el párrafo 1 del artículo 61;

21) "precio prevaleciente" en cualquier día de bolsa es el promedio del precio diario durante el período inmediatamente precedente de 15 días de bolsa consecutivos, incluido ese día de bolsa; la posición del precio prevaleciente con respecto a cualquier nivel específico del precio es la que se define en el párrafo 2 del artículo 61;

22) "entrada en vigor" significa la fecha en que este Convenio entre en vigor provisional o definitivamente, conforme a lo dispuesto en el artículo 75;

23) toda referencia que se haga en este Convenio a un "gobierno invitado a la Conferencia de las Naciones Unidas sobre el Azúcar, 1977" se considerará aplicable a la Comunidad Económica Europea (a la que en adelante se denominará la CEE); por consiguiente, se considerará que toda referencia que se haga en este Convenio a la "firma de este Convenio" o al "depósito de un instrumento de ratificación, aceptación, aprobación o adhesión" por un gobierno comprende, en el caso de la CEE, la firma en nombre de la CEE por su autoridad competente y el depósito del instrumento que, con arreglo a los procedimientos institucionales de la CEE, deba ésta depositar para la conclusión de un convenio internacional;

24) "Miembros exportadores en desarrollo" y "Miembros importadores en desarrollo" son aquéllos a que se hace referencia como tales en el anexo III.

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CAPITULO III - LA ORGANIZACION INTERNACIONAL DEL AZUCAR, SUS MIEMBROS Y SU CONDICION JURIDICA

Artículo 3

Continuación, sede y estructura de la Organización Internacional del Azúcar

1. La Organización Internacional del Azúcar establecida en virtud del Convenio Internacional del Azúcar, 1968, y mantenida en virtud del Convenio Internacional del Azúcar, 1973, continuará en existencia con el fin de poner en práctica este Convenio y supervisar su aplicación, con la composición, las atribuciones y las funciones establecidas en el mismo.

2. La Organización tendrá su sede en Londres, a menos que el Consejo decida otra cosa por votación especial.

3. La Organización funcionará a través del Consejo Internacional del Azúcar, su Comité Ejecutivo, su Director Ejecutivo y su personal, así como el Fondo de Financiación de Reservas y todo otro órgano que se establezca conforme a este Convenio.

Artículo 4

Miembros de la Organización

1. Cada Parte constituirá un solo Miembro de la Organización, salvo lo dispuesto en los párrafos 2 ó 3 de este artículo.

2. a) Cuando una Parte haga una notificación conforme al apartado a) del párrafo 1 del artículo 77 en la que declara que este Convenio se hará extensivo a uno o varios territorios en desarrollo que deseen participar en este Convenio, podrá haber, con el consentimiento y aprobación expresos de los interesados:

i) bien una representación común de esa Parte y de dichos territorios;

ii) bien, cuando esa Parte haya hecho una notificación conforme al párrafo 3 del artículo 77, una representación aparte, individual, conjuntamente o por grupos, para los territorios que separadamente constituirían un Miembro exportador y una representación aparte para los territorios que separadamente constituirían un Miembro importador;

b) Cuando una Parte haga una notificación conforme al apartado b) del párrafo 1 y al párrafo 3 del artículo 77, habrá una representación aparte conforme al inciso ii) del apartado a) de este párrafo.

3. Una Parte que haya hecho una notificación conforme al apartado b) del párrafo 1 del artículo 77 y que no haya retirado esa notificación no será Miembro de la Organización.

Artículo 5

Privilegios e inmunidades

1. La Organización tendrá personalidad jurídica. En particular, tendrá capacidad para contratar, para adquirir y enajenar bienes muebles e inmuebles y para litigar.

2. La condición jurídica, los privilegios y las inmunidades de la Organización en el territorio del Reino Unido continuarán rigiéndose por el Acuerdo sobre la sede entre el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte y la Organización Internacional del Azúcar firmado en Londres el 29 de mayo de 1969.

3. Si la sede de la Organización se traslada a un país Miembro de la Organización, ese Miembro celebrará con ésta, lo antes posible, un acuerdo, que habrá de ser aprobado por el Consejo, relativo a la condición jurídica, los privilegios y las inmunidades de la Organización, de su Director Ejecutivo y de su personal y sus expertos, así como de los representantes de los Miembros mientras se encuentren en ese país para ejercer sus funciones.

4. A menos que se adopten otras disposiciones fiscales en el acuerdo a que se refiere el párrafo 3 de este artículo y hasta que se celebre ese acuerdo, el nuevo país Miembro huésped:

a) otorgará exención de impuestos sobre las remuneraciones pagadas por la Organización a sus funcionarios, con la salvedad de que tal exención no se aplicará necesariamente a sus propios nacionales; y

b) otorgará exención de impuestos sobre los haberes, ingresos y demás bienes de la Organización.

5. Si la sede de la Organización ha de trasladarse a un país que no sea Miembro de ésta, el Consejo recabará, antes de ese traslado, del gobierno de ese país una garantía escrita de que:

a) celebrará lo antes posible con la Organización un acuerdo como el previsto en el párrafo 3 de este artículo; y

b) otorgará, hasta que se celebre ese acuerdo, las exenciones dispuestas en el párrafo 4 de este artículo.

6. El Consejo procurará celebrar el acuerdo previsto en el párrafo 3 de este artículo con el gobierno del país al que haya de trasladarse la sede de la Organización antes de que se efectúe el traslado.

Artículo 6

Cambio de categoría

Un Miembro podrá cambiar de categoría según las modalidades y en las condiciones que el Consejo establezca en consulta con el Miembro interesado. En el caso de un Miembro importador que pase a la categoría de Miembro exportador, el Consejo determinará también, por votación especial, el tonelaje básico de exportación o derecho de exportación de ese Miembro, al que se considerará enumerado en el anexo I o en el anexo II, según proceda.

CAPITULO IV - EL CONSEJO INTERNACIONAL DEL AZUCAR

Artículo 7

Composición del Consejo Internacional del Azúcar

1. La autoridad suprema de la Organización será el Consejo Internacional del Azúcar, que estará integrado por todos los Miembros de la Organización.

2. Cada Miembro estará representado por un representante y, si lo desea, por uno o varios suplentes. Cada Miembro podrá además nombrar uno o varios asesores de su representante o de sus suplentes.

Artículo 8

Atribuciones y funciones del Consejo

1. El Consejo ejercerá todas las atribuciones y desempeñará, o hará que se desempeñen, todas las funciones que sean necesarias para dar cumplimiento a las disposiciones expresas de este Convenio.

2. El Consejo aprobará, por votación especial, las normas y reglamentos que sean necesarios para aplicar las disposiciones de este Convenio y que sean compatibles con éste, entre ellos los reglamentos del Consejo, de sus comités y del Fondo, así como el reglamento financiero de la Organización y el reglamento del personal de ésta. El Consejo podrá prever, en su reglamento, un procedimiento para decidir determinadas cuestiones sin necesidad de reunirse.

3. El Consejo llevará los registros necesarios para desempeñar las funciones que le confiere este Convenio, así como cualquier otro registro que considere apropiado.

4. El Consejo publicará un informe anual y cualquier otra información que considere apropiada.

Artículo 9

Presidente y Vicepresidente del Consejo

1. Para cada año-cuota, el Consejo elegirá entre las delegaciones un Presidente y un Vicepresidente, que no serán remunerados por la Organización.

2. El Presidente y el Vicepresidente serán elegidos, uno entre las delegaciones de los Miembros importadores y el otro entre las delegaciones de los Miembros exportadores. Como norma general, cada uno de estos cargos se alternará cada año-cuota entre las dos categorías de Miembros, lo cual no impedirá, sin embargo, que el Presidente, el Vicepresidente o ambos puedan ser reelegidos en circunstancias excepcionales, cuando el Consejo así lo decida por votación especial. En el caso de que uno de los dos sea reelegido, continuará aplicándose la norma establecida en la primera frase de este párrafo.

3. En caso de ausencia temporal simultánea del Presidente y del Vicepresidente, o en caso de ausencia permanente de uno de ellos o de ambos, el Consejo podrá elegir entre los miembros de las delegaciones un nuevo Presidente y un nuevo Vicepresidente, con carácter temporal o permanente según el caso, teniendo en cuenta el principio de la representación alterna establecido en el párrafo 2 de este artículo.

4. Ni el Presidente ni ningún otro miembro de la Mesa que presida las sesiones del Consejo tendrá derecho de voto. Podrá, sin embargo, designar a otra persona para que ejerza los derechos de voto del Miembro al que represente.

Artículo 10

Reuniones del Consejo

1. Como norma general, el Consejo celebrará una reunión ordinaria en cada semestre del año-cuota.

2. Además de reunirse en las demás circunstancias expresamente previstas en este Convenio, el Consejo celebrará reuniones extraordinarias si así lo decide o a petición de:

a) cinco Miembros cualesquiera;

b) Miembros que tengan al menos 250 votos;

c) el Comité Ejecutivo; o

d) el Comité de Revisión de Precios.

3. La convocatoria de las reuniones tendrá que notificarse a los Miembros con al menos 30 días civiles de antelación, excepto en casos de emergencia, en los que la notificación tendrá que hacerse con al menos 10 días civiles de antelación, o cuando las disposiciones de este Convenio establezcan otro plazo.

4. Las reuniones se celebrarán en la sede de la Organización, a menos que el Consejo decida otra cosa por votación especial. Si un Miembro invita al Consejo a reunirse en un lugar que no sea el de la sede de la Organización, y el Consejo así lo acuerda, ese Miembro sufragará los gastos adicionales que ello suponga.

Artículo 11

Votos

1. Los Miembros exportadores tendrán en total 1.000 votos y los Miembros importadores tendrán en total 1.000 votos.

2. Ningún Miembro tendrá más de 300 votos ni menos de 5 votos.

3. No habrá votos fraccionarios.

4. El total de 1.000 votos de los Miembros exportadores se distribuirá entre ellos a prorrata del promedio ponderado de los siguientes factores:

a) sus tonelajes básicos de exportación o sus derechos de exportación, según proceda 50%

b) sus exportaciones netas totales

i) al mercado libre 18%

ii) en virtud de acuerdos especiales 7%

c) su producción total 25%

Las cifras que han de utilizarse a los efectos de b) y c) supra serán, para cada factor, el promedio de los dos mejores de los tres años precedentes para los que se disponga de cifras.

5. Los votos de los Miembros importadores se distribuirán entre ellos en proporción tanto a sus importaciones netas del mercado libre como a las que hayan efectuado en virtud de acuerdos especiales, y se calcularán por separado con arreglo a la fórmula siguiente:

a) Cada Miembro importador tendrá una fracción de 900 votos igual a la relación que exista entre las importaciones netas anuales medias que haya efectuado del mercado libre durante los cuatro años precedentes, sin tomar en consideración el año en que sus importaciones del mercado libre hayan alcanzado la cifra más baja, y las importaciones medias totales que hayan efectuado del mercado libre todos los Miembros importadores;

b) Cada Miembro importador tendrá una fracción de 100 votos igual a la relación entre las importaciones que haya efectuado en virtud de acuerdos especiales durante el año precedente y las importaciones totales que hayan efectuado en virtud de acuerdos especiales todos los Miembros importadores en dicho año.

6. Los votos se distribuirán al comienzo de cada año-cuota con arreglo a las disposiciones de este artículo, y su distribución permanecerá en vigor durante un año-cuota completo, sin perjuicio de lo dispuesto en el párrafo 7 de este artículo.

7. Cada vez que cambie la lista de los Miembros de la Organización, la composición territorial de un Miembro o la composición del mercado libre, o que se suspendan o restablezcan los derechos de voto de un Miembro conforme a cualquier disposición de este Convenio, el Consejo redistribuirá los votos totales dentro de la categoría o las categorías de Miembros afectadas sobre la base de las fórmulas indicadas en este artículo.

Artículo 12

Procedimiento de votación del Consejo

1. Cada Miembro tendrá derecho a emitir el número de votos que tenga conforme al artículo 11. No tendrá derecho a dividir esos votos.

2. Siempre que informe de ello por escrito al Presidente, todo Miembro exportador podrá autorizar a cualquier otro Miembro exportador, y todo Miembro importador podrá autorizar a cualquier otro Miembro importador, a que represente sus intereses y emita sus votos en cualquier sesión o sesiones del Consejo. El Comité de Verificación de Poderes que pueda crearse conforme al reglamento del Consejo examinará un ejemplar de esas autorizaciónes.

3. Un Miembro autorizado por otro Miembro a emitir los votos que tenga este último conforme al artículo 11 emitirá esos votos con arreglo a la autorización y conforme al párrafo 2 de este artículo.

Artículo 13

Decisiones del Consejo

1. El Consejo tomará todas sus decisiones y formulará todas sus recomendaciones por votación de mayoría simple distribuida, a menos que este Convenio exija una votación especial.

2. En el cómputo de los votos necesarios para adoptar cualquier decisión del Consejo, las abstenciones no se contarán como votos. Cuando un Miembro se acoja a las disposiciones del párrafo 2 del artículo 12 y sus votos sean emitidos en una sesión del Consejo, será considerado como Miembro presente y votante a los efectos del párrafo 1 de este artículo.

3. Todas las decisiones que tome el Consejo conforme a este Convenio serán vinculantes para los Miembros.

Artículo 14

Cooperación con otras organizaciones

1. El Consejo tomará todas las disposiciones apropiadas para celebrar consultas o cooperar con las Naciones Unidas y sus órganos, en particular la UNCTAD, y con la Organización de las Naciones Unidas para la Agricultura y la Alimentación y los demás organismos especializados de las Naciones Unidas y organizaciones intergubernamentales que sea pertinente.

2. El Consejo, teniendo presente la función especial de la UNCTAD en el comercio internacional de productos básicos, mantendrá informada, en su caso, a la UNCTAD de sus actividades y programas de trabajo.

3. El Consejo podrá tomar asimismo todas las disposiciones apropiadas para mantener un contacto eficaz con las organizaciones internacionales de productores, comerciantes y fabricantes de azúcar.

Artículo 15

Admisión de observadores

1. El Consejo podrá invitar a cualquier Estado no miembro a que asista a cualquiera de sus sesiones en calidad de observador.

2. El Consejo también podrá invitar a cualquiera de las organizaciones a que se refiere el párrafo 1 del artículo 14 a que asista a cualquiera de sus sesiones en calidad de observador.

Artículo 16

Quórum para las sesiones del Consejo

Constituirá quórum para cualquier sesión del Consejo la presencia de más de la mitad de todos los Miembros exportadores y de más de la mitad de todos los Miembros importadores, siempre que los Miembros así presentes tengan al menos dos tercios del total de votos de todos los Miembros de sus categorías respectivas. Si no hay quórum en el día fijado para la apertura de una reunión del Consejo, o si durante cualquier reunión del Consejo no hay quórum en tres sesiones sucesivas, se convocará al Consejo para siete días después; a partir de entonces, y durante el resto de esa reunión, el quórum estará constituido por la presencia de más de la mitad de todos los Miembros exportadores y más de la mitad de todos los Miembros importadores, siempre que los Miembros así presentes representen más de la mitad del total de votos de todos los Miembros de sus categorías respectivas. Se considerarán presentes los Miembros representados conforme al párrafo 2 del artículo 12.

CAPITULO V - EL COMITE EJECUTIVO

Artículo 17

Composición del Comité Ejecutivo

1. El Comité Ejecutivo se compondrá de diez Miembros exportadores y diez Miembros importadores, que serán elegidos para cada año-cuota conforme al artículo 18 y podrán ser reelegidos.

2. Cada miembro del Comité Ejecutivo designará un representante y podrá designar además uno o varios suplentes y asesores.

3. El Comité Ejecutivo elegirá para cada año-cuota un Presidente, que no tendrá derecho de voto y podrá ser reelegido.

4. El Comité Ejecutivo se reunirá en la sede de la Organización, a menos que decida otra cosa. Si un Miembro invita al Comité Ejecutivo a reunirse en un lugar que no sea el de la sede de la Organización, y el Comité Ejecutivo así lo acuerda, ese Miembro sufragará los gastos adicionales que ello suponga.

Artículo 18

Elección del Comité Ejecutivo

1. Los Miembros exportadores y los Miembros importadores del Comité Ejecutivo serán elegidos en el Consejo por los Miembros exportadores y los Miembros importadores de la Organización, respectivamente. La elección dentro de cada categoría se efectuará conforme a los párrafos 2 a 7, ambos inclusive, de este artículo.

2. Cada Miembro emitirá en favor de un solo candidato todos los votos a que tenga derecho conforme al artículo 11. Un Miembro podrá emitir en favor de otro candidato los votos que le correspondan conforme al párrafo 2 del artículo 12.

3. Serán elegidos los diez candidatos que obtengan el mayor número de votos; sin embargo, para ser elegido en primera votación un candidato deberá obtener al menos 60 votos.

4. Si resultan elegidos menos de diez candidatos en primera votación, se celebrarán nuevas votaciones en las que sólo tendrán derecho de voto los Miembros que no hubiesen votado por ninguno de los candidatos elegidos. En cada nueva votación, el número mínimo de votos requerido para la elección irá disminuyendo sucesivamente en cinco unidades hasta que queden elegidos los diez candidatos.

5. Todo Miembro que no haya votado por ninguno de los miembros elegidos podrá asignar posteriormente sus votos a uno de ellos, sin perjuicio de lo dispuesto en los párrafos 6 y 7 de este artículo.

6. Se considerará que un miembro ha recibido el número de votos emitidos en su favor cuando fue elegido y, además, el número de votos que le hubieran sido asignados, siempre que el número total de votos no sea superior a 300 para ninguno de los miembros elegidos.

7. Si el número de votos que se consideran recibidos por un miembro elegido fuese superior a 300, los Miembros que votaron a favor de tal miembro elegido, o le asignaron sus votos, se pondrán de acuerdo a fin de que uno o varios de ellos retire sus votos a ese miembro y los asigne o reasigne a otro miembro elegido, de manera que el número de votos recibido por cada miembro elegido no sea superior al límite de 300.

8. Si se suspende el ejercicio del derecho de voto de un miembro del Comité Ejecutivo conforme a cualquiera de las disposiciones pertinentes de este Convenio, cada uno de los Miembros que hubieran votado por él o le hubieran asignado sus votos conforme a este artículo podrá, durante el tiempo en que la suspensión esté en vigor, asignar sus votos a cualquier otro miembro del Comité dentro de su categoría, sin perjuicio de lo dispuesto en el párrafo 6 de este artículo.

9. Si un miembro del Comité deja de ser Miembro de la Organización, los Miembros que hubieran votado por él o le hubieran asignado sus votos y los Miembros que no hubieran votado por otro miembro del Comité ni le hubieran asignado sus votos procederán, durante la siguiente reunión del Consejo, a la elección de un Miembro para que cubra la vacante del Comité. Cualquier Miembro que hubiera votado por el miembro que dejó de ser Miembro de la Organización o le hubiera asignado sus votos y que no vote por el Miembro elegido para cubrir la vacante del Comité podrá asignar sus votos a otro miembro del Comité, sin perjuicio de lo dispuesto en el párrafo 6 de este artículo.

10. En circunstancias especiales, y después de consultar con el miembro del Comité Ejecutivo por el cual hubiera votado o al que hubiera asignado sus votos conforme a lo dispuesto en este artículo, todo Miembro podrá retirar sus votos a ese miembro durante el resto del año-cuota. Ese Miembro podrá entonces asignar esos votos a otro miembro del Comité Ejecutivo dentro de su categoría, pero no podrá retirar esos votos a ese otro miembro durante el resto de ese año. El miembro del Comité Ejecutivo al que se hayan retirado los votos conservará su puesto en el Comité Ejecutivo durante el resto de ese año. Toda medida que se adopte conforme a lo dispuesto en este párrafo surtirá efecto después de ser comunicada por escrito al Presidente del Comité Ejecutivo.

Artículo 19

Delegación de atribuciones del Consejo al Comité Ejecutivo

1. El Consejo podrá, por votación especial, delegar en el Comité Ejecutivo el ejercicio de cualquiera o de la totalidad de sus atribuciones, con excepción de las siguientes:

a) la ubicación de la sede de la Organización conforme al párrafo 2 del artículo 3;

b) las decisiones sobre el cambio de categoría de los Miembros conforme al artículo 6;

c) el nombramiento del Director Ejecutivo conforme al párrafo 1 del artículo 22 y el nombramiento del Administrador del Fondo conforme al párrafo 4 del artículo 50;

d) la aprobación del presupuesto administrativo y la determinación de las contribuciones conforme al artículo 24, y la aprobación de las cuentas del Fondo conforme al párrafo 2 del artículo 50;

e) la aplicación del artículo 29 a nuevos acuerdos especiales conforme al párrafo 5 de ese artículo;

f) la determinación de los tonelajes básicos de exportación conforme al párrafo 2 del artículo 34;

g) la asignación de tonelajes básicos de exportación conforme al párrafo 4 del artículo 35;

h) el establecimiento de la cuota global conforme al artículo 40;

i) la adopción de decisiones conforme al párrafo 2 del artículo 41;

j) la revisión de las limitaciones de las existencias máximas conforme al párrafo 4 del artículo 48;

k) la aprobación del reglamento del Fondo conforme al párrafo 3 del artículo 49;

l) los ajustes de la tasa de las contribuciones al Fondo, y la suspensión de las contribuciones, conforme al párrafo 1 del artículo 51;

m) los ajustes del tipo de los préstamos concedidos por el Fondo conforme al párrafo 1 del artículo 53;

n) la adopción de decisiones sobre la liquidación de los haberes del Fondo conforme al artículo 54;

o) el ajuste de los niveles de los precios conforme al artículo 62;

p) la exención de obligaciones conforme al artículo 69;

q) la adopción de decisiones sobre controversias conforme al artículo 70;

r) la suspensión de los derechos de voto y otros derechos de un Miembro conforme al párrafo 3 del artículo 71;

s) las adhesiones conforme al artículo 76;

t) la exclusión de un Miembro de la Organización conforme al artículo 80;

u) la recomendación de modificaciones conforme al artículo 82; y

v) la prórroga o terminación de este Convenio conforme al artículo 83.

2. El Consejo podrá, en todo momento, revocar cualquier delegación de atribuciones en el Comité Ejecutivo.

Artículo 20

Procedimiento de votación y decisiones del Comité Ejecutivo

1. Cada miembro del Comité Ejecutivo tendrá derecho a emitir el número de votos que haya recibido conforme al articulo 18 y no podrá dividirlos.

2. Cualquier decisión adoptada por el Comité Ejecutivo requerirá la misma mayoría que hubiese requerido para ser adoptada por el Consejo.

3. Todo Miembro tendrá derecho a recurrir ante el Consejo, en las condiciones que éste establezca en su reglamento, contra cualquier decisión del Comité Ejecutivo.

Artículo 21

Quórum para las sesiones del Comité Ejecutivo

Constituirá quórum para todas las sesiones del Comité Ejecutivo la presencia de más de la mitad de todos los miembros exportadores del Comité y de más de la mitad de todos los miembros importadores del Comité, siempre que los miembros presentes representen por lo menos dos tercios del total de votos de todos los miembros del Comité en sus categorías respectivas.

CAPITULO VI - EL DIRECTOR EJECUTIVO Y EL PERSONAL

Artículo 22

El Director Ejecutivo y el personal

1. El Consejo, después de consultar al Comité Ejecutivo, nombrará por votación especial al Director Ejecutivo. El Consejo fijará las condiciones de empleo del Director Ejecutivo teniendo en cuenta las que se aplican a los funcionarios de igual categoría de organizaciones intergubernamentales similares.

2. El Director Ejecutivo será el funcionario administrativo superior de la Organización y será responsable de la ejecución de todas las funciones que le incumban en la aplicación de este Convenio.

3. El Director Ejecutivo nombrará al personal conforme al reglamento establecido por el Consejo. Al establecer ese reglamento, el Consejo deberá tener en cuenta las normas que se aplican a los funcionarios de organizaciones intergubernamentales similares.

4. Ni el Director Ejecutivo ni ningún miembro del personal podrán tener ningún interés financiero en la industria o el comercio del azúcar.

5. En el desempeño de las funciones que les incumban conforme a este Convenio, el Director Ejecutivo y el personal no solicitarán ni recibirán instrucciones de ningún Miembro ni de ninguna autoridad ajena a la Organización. Se abstendrán de actuar en forma alguna que sea incompatible con su condición de funcionarios internacionales responsables únicamente ante la Organización. Cada uno de los Miembros respetará el carácter exclusivamente internacional de las funciones del Director Ejecutivo y del personal y no tratará de influir en ellos en el desempeño de las mismas.

CAPITULO VII - DISPOSICIONES FINANCIERAS

Artículo 23

Gastos

1. Los gastos de las delegaciones ante el Consejo y de los representantes en el Comité Ejecutivo y en cualquiera de los comités del Consejo o del Comité Ejecutivo serán sufragados por los Miembros interesados.

2. Los gastos necesarios para la aplicación de este Convenio, excluidos los costos de la administración del Fondo, se sufragarán mediante contribuciones anuales de los Miembros, determinadas conforme al artículo 24. Sin embargo, si un Miembro solicita servicios especiales, el Consejo podrá exigirle el pago de esos servicios.

3. Se llevará una contabilidad adecuada para la aplicación de este Convenio.

Artículo 24

Aprobación del presupuesto administrativo y determinación de las contribuciones

1. Durante el segundo semestre de cada ejercicio económico, el Consejo aprobará el presupuesto administrativo de la Organización para el ejercicio siguiente y determinará el importe de la contribución de cada Miembro a dicho presupuesto.

2. La contribución de cada Miembro al presupuesto administrativo para cada ejercicio económico será proporcional a la relación que exista, en el momento de aprobarse el presupuesto administrativo correspondiente a ese ejercicio, entre el número de votos de ese Miembro y la suma de votos de todos los Miembros. Al determinar las contribuciones, los votos de cada Miembro se calcularán sin tener en cuenta la posible suspensión del derecho de voto de un Miembro y la redistribución de votos que resulte de ello.

3. La contribución inicial de todo Miembro que ingrese en la Organización después de la entrada en vigor de este Convenio será determinada por el Consejo atendiendo al número de votos que se le asigne y al período que reste del ejercicio económico en curso, así como para el ejercicio económico siguiente si ese Miembro ingresa en la Organización entre la aprobación del presupuesto para ese ejercicio y el comienzo de éste, pero en ningún caso se modificarán las contribuciones asignadas a los demás Miembros. Al calcular las contribuciones de los Miembros que ingresen en la Organización después de ser aprobado el presupuesto para uno o varios años-cuota determinados, los votos de esos Miembros se calcularán sin tener en cuenta la suspensión del derecho de voto de un Miembro y la redistribución que resulte de ello.

4. Si este Convenio entra en vigor cuando falten más de ocho meses para el comienzo del primer ejercicio económico completo de este Convenio, el Consejo aprobará en su primera reunión un presupuesto administrativo para el período que falte hasta el comienzo del primer ejercicio económico completo. En caso contrario, el presupuesto administrativo abarcará tanto el período inicial como el primer ejercicio económico completo.

5. Al aprobar el presupuesto para el primer año de este Convenio y para el primer año siguiente a una prórroga de éste conforme al artículo 83, el Consejo podrá tomar las medidas que estime adecuadas para atenuar los efectos que pueda tener en las contribuciones la participación quizás limitada en este Convenio en el momento de ser aprobado el presupuesto para dichos años.

Artículo 25

Pago de las contribuciones

1. Las contribuciones al presupuesto administrativo de cada ejercicio económico se abonarán en monedas libremente convertibles y serán exigibles el primer día de ese ejercicio; las contribuciones de los Miembros correspondientes al ejercicio económico en que ingresen en la Organización serán exigibles en la fecha en que pasen a ser Miembros.

2. Si un Miembro no ha pagado su contribución completa al presupuesto administrativo en un plazo de cuatro meses contado a partir de la fecha en que venza su contribución conforme al párrafo 1 de este artículo, el Director Ejecutivo le requerirá a que efectúe el pago lo más rápidamente posible. Si, en el plazo de dos meses a contar de la fecha de ese requerimiento, el Miembro todavía no ha pagado su contribución, sus derechos de voto en el Consejo y en el Comité Ejecutivo quedarán suspendidos hasta que haya abonado íntegramente su contribución.

3. El Miembro cuyos derechos de voto hayan sido suspendidos conforme al párrafo 2 de este artículo no será privado de ninguno de sus otros derechos ni relevado de ninguna de las obligaciones que haya contraído en virtud de este Convenio, a menos que así lo decida el Consejo por votación especial, y seguirá obligado a pagar su contribución y a cumplir sus demás obligaciones financieras estipuladas en este Convenio.

Artículo 26

Comprobación y publicación de cuentas

Tan pronto como sea posible después del cierre de cada ejercicio económico, se presentarán al Consejo, para su aprobación y publicación, los estados financieros de la Organización correspondientes a ese ejercicio económico, comprobados por un auditor independiente.

CAPITULO VIII - ALCANCE DE LA REGULACION DE LAS EXPORTACIONES

Artículo 27

Alcance

Este Convenio regula el suministro de azúcar al mercado libre y establece disposiciones para otras cuestiones conexas. Tiene en cuenta los acuerdos especiales a que se hace referencia en el capítulo IX y permite que se efectúen ciertas donaciones de azúcar sin imputación a las cuotas vigentes o a los derechos de exportación, conforme al artículo 28.

Artículo 28

Donaciones de azúcar

1. Las donaciones de azúcar hechas por un Miembro exportador por conducto de los programas de asistencia de las Naciones Unidas o de cualquiera de sus organismos especializados no se imputarán a la cuota vigente o al derecho de exportación del Miembro donante, a menos que el Consejo decida otra cosa.

2. El Consejo determinará las condiciones en que las donaciones de azúcar hechas por un Miembro exportador, con excepción de aquéllas a que se refiere el párrafo 1 de este artículo, no se imputarán a la cuota vigente o al derecho de exportación del Miembro donante. Entre esas condiciones figurarán la celebración de consultas previas y la adopción de salvaguardias adecuadas para la estructura normal del comercio. El azúcar donado en tales condiciones no gozará de la exención prevista en este párrafo a menos que se utilice exclusivamente para el consumo interno en los países destinatarios.

3. Todas las donaciones de azúcar efectuadas por un Miembro exportador serán notificadas inmediatamente al Consejo por el Miembro donante. Sin perjuicio de lo dispuesto en los párrafos 1 y 2 de este artículo, todo Miembro que considere que las donaciones suponen o pueden suponer un perjuicio para sus intereses podrá pedir al Consejo que examine la cuestión. El Consejo, terminado este examen, hará las recomendaciones que considere pertinentes.

4. En su informe anual, el Consejo expondrá la situación en lo que se refiere a las donaciones de azúcar.

CAPITULO IX - ACUERDOS ESPECIALES

Artículo 29

Disposiciones generales

1. Ninguna de las disposiciones de los demás capítulos de este Convenio modificará o limitará los derechos y obligaciones de los Miembros en virtud de los acuerdos especiales a que se refieren los artículos 30, 31, 32 y 33. Tales acuerdos especiales se regirán por las disposiciones de esos artículos, sin perjuicio de lo dispuesto en los párrafos 2 a 4 de este artículo.

2. Los Miembros reconocen que los tonelajes básicos de exportación y los derechos de exportación establecidos conforme a los artículos 34 y 35 se basan en la continuidad y estabilidad de los acuerdos especiales a que se refieren los artículos 30, 31, 32 y 33. Si hay algún cambio en la participación en uno o varios de los acuerdos especiales a que se refieren esos artículos y ese cambio afecta a uno o varios Miembros, o si hay cualquier variación importante en la posición de uno o varios Miembros que participen en uno o varios de dichos acuerdos, el Consejo se reunirá para estudiar los ajustes compensatorios que haya que introducir en los tonelajes básicos de exportación o los derechos de exportación establecidos conforme a los artículos 34 y 35 con arreglo a las disposiciones siguientes:

a) Sin perjuicio de lo dispuesto en los apartados b), c) y d) de este párrafo, los tonelajes básicos de exportación del Miembro o los Miembros de que se trate se reducirán, aumentarán o fijarán en la cantidad total equivalente a la variación de sus derechos anuales de exportación en virtud del acuerdo o acuerdos especiales correspondientes, como resultado de los cambios de Miembros o de posición a que se hace referencia más arriba;

b) Cuando se hayan hecho ajustes compensatorios conforme al apartado a) de este párrafo, el Consejo establecerá asimismo los acuerdos transitorios que sean necesarios para el año en que se produzcan los cambios;

c) Cuando no sea posible hacer en los tonelajes básicos de exportación establecidos conforme al artículo 34 los ajustes compensatorios previstos en los apartados a) y b) de este párrafo, porque los referidos cambios de Miembros o de posición en los acuerdos especiales a que se hace referencia más arriba entrañen una alteración estructural fundamental en el mercado del azúcar o un cambio importante en la posición de cualquiera de los principales proveedores en virtud de uno de tales acuerdos especiales, el Consejo formulará recomendaciones a los Miembros para que se modifique este Convenio conforme a lo dispuesto en el artículo 82 o para que se renegocien inmediatamente los tonelajes básicos de exportación. En tanto se introducen en los tonelajes básicos de exportación los cambios que resulten de esa modificación o renegociación, los cambios o la fijación de los tonelajes básicos de exportación tendrán carácter provisional;

d) Cualquier Miembro o Miembros que no estén satisfechos con los resultados de las renegociaciones realizadas conforme al apartado c) de este párrafo podrá retirarse de este Convenio con arreglo a lo dispuesto en el artículo 79.

3. Los Miembros que participen en los acuerdos especiales a que se refiere el artículo 30 tomarán las medidas necesarias para que se informe al Consejo de los detalles de esos acuerdos, de las cantidades de azúcar que hayan de importarse o exportarse conforme a ellos durante cada año de vigencia de este Convenio y, dentro del plazo de 30 días, de todo cambio de la naturaleza de esos acuerdos.

4. Los Miembros que participen en cualquiera de los acuerdos especiales mencionados en este capítulo efectuarán su comercio de azúcar con arreglo a esos acuerdos de manera que no se vulneren los objetivos de este Convenio. Cuando los acuerdos especiales prevean reexportaciones de azúcar al mercado libre, los Miembros que participen en ellos tomarán las medidas que estimen oportunas para asegurarse de que, en los casos en que los artículos pertinentes de este Convenio que se refieren a tales reexportaciones no contengan disposiciones cuantitativas, todo incremento del comercio efectuado en virtud de esos acuerdos que exceda de las cantidades que habían sido anualmente objeto de comercio antes de la entrada en vigor de este Convenio no dé origen a un aumento de las reexportaciones al mercado libre.

5. A petición de los Miembros interesados, el Consejo podrá, por votación especial, aplicar las disposiciones de este artículo a los acuerdos especiales establecidos después de la entrada en vigor del presente Convenio. De los tonelajes básicos de exportación del Miembro o Miembros interesados se deducirán automáticamente los derechos anuales de exportación que les correspondan en virtud del acuerdo o acuerdos especiales pertinentes.

Artículo 30

Exportaciones a la Comunidad Económica Europea

Las exportaciones a la CEE efectuadas conforme al Convenio de Lomé de 1975, a la decisión del Consejo de la CEE de 29 de junio de 1975, relativa a la asociación de países y territorios de ultramar con la CEE, y al Acuerdo de 19 de julio de 1975 entre la CEE y la India, hasta las cantidades que se especifiquen en esas decisiones y acuerdos, ajustadas, en su caso, con arreglo a lo dispuesto en esas decisiones y acuerdos, no serán imputadas a las cuotas vigentes o derechos de exportación de los Miembros interesados en virtud del capítulo X.

Artículo 31

Exportaciones de Cuba a los países socialistas

1. No se imputarán a su cuota vigente conforme al capítulo X las exportaciones de Cuba a los siguientes países socialistas: Bulgaria, Checoslovaquia, Hungría, Mongolia, Polonia, la República Democrática Alemana, Rumania y la Unión de Repúblicas Socialistas Soviéticas.

2. Las exportaciones de Cuba a Albania, China, la República Popular Democrática de Corea, Viet Nam y Yugoslavia hasta un total de 650.000 toneladas en cada uno de los dos primeros años-cuota de este Convenio no se imputarán a su cuota vigente conforme al capítulo X en esos años. La cantidad hasta la cual las exportaciones de Cuba a esos países no serán imputadas a la cuota vigente de Cuba en los

años-cuota tercero, cuarto y quinto será determinada por el Consejo en el primer trimestre del tercer año-cuota a la luz de los resultados obtenidos durante los dos primeros años-cuota. La cantidad que pueda exportarse a estos países en los dos primeros años-cuota por encima de un total anual de 650.000 toneladas se utilizará, bien para determinar la cantidad pertinente para los años-cuota tercero, cuarto y quinto, bien para fijar el tonelaje básico de exportación de Cuba para esos años conforme al párrafo 2 del artículo 34, pero no para ambas finalidades.

Artículo 32

Condición de Miembro importador y exportaciones de la Unión de Repúblicas Socialistas Soviéticas

1. Sin perjuicio de lo dispuesto en el artículo 31, todas las importaciones, de todas las procedencias, efectuadas por la Unión de Repúblicas Socialistas Soviéticas se tomarán en consideración y darán por consiguiente a la URSS la condición de Miembro importador.

2. Sin perjuicio de la condición que le confiere el párrafo 1 de este artículo, la URSS se compromete a limitar sus exportaciones totales de azúcar en virtud de este Convenio al mercado libre en cada uno de los dos primeros años-cuota a 500.000 toneladas.

3. La cantidad especificada en el párrafo 2 de este artículo y los tonelajes que se fijen ulteriormente para los siguientes años-cuota conforme al párrafo 6 de este artículo no incluirán las exportaciones que efectúe la URSS a ninguno de los países a que se hace referencia en los párrafos 1 y 2 del artículo 31.

4. Las exportaciones efectuadas por la URSS conforme a este artículo no estarán sujetas a ninguna reducción en virtud del capítulo X.

5. La URSS no estará vinculada por este artículo durante ningún período en que, en virtud del párrafo 4 del artículo 44, estén sin efecto las cuotas y otras limitaciones de las exportaciones.

6. Al estudiar los tonelajes básicos de exportación para los años-cuota tercero, cuarto y quinto conforme al párrafo 2 del artículo 34, el Consejo, de acuerdo con la URSS, establecerá los tonelajes para las exportaciones de la URSS para esos años.

Artículo 33

Condición de Miembro importador y exportaciones de la República Democrática Alemana

1. La República Democrática Alemana se comprometerá, cuando pase a ser Miembro importador, a limitar sus exportaciones totales de azúcar al mercado libre en cada uno de los dos primeros años-cuota de este Convenio a 75.000 toneladas.

2. Las exportaciones efectuadas por la República Democrática Alemana conforme a este artículo no estarán sujetas a ninguna reducción en virtud del capítulo X.

3. La República Democrática Alemana no estará vinculada por este artículo durante ningún período en que, en virtud del párrafo 4 del artículo 44, estén sin efecto las cuotas y otras limitaciones de las exportaciones.

4. Al estudiar los tonelajes básicos de exportación para los años-cuota tercero, cuarto y quinto conforme al párrafo 2 del artículo 34, el Consejo, de acuerdo con la República Democrática Alemana, establecerá los tonelajes para las exportaciones de la República Democrática Alemana para esos años.

CAPITULO X - REGULACION DE LAS EXPORTACIONES

Artículo 34

Asignación y ajuste de los tonelajes básicos de exportación

1. Los países exportadores enumerados en el anexo I tendrán, al llegar a ser Miembros, los tonelajes básicos de exportación para cada uno de los dos primeros años-cuota de este Convenio que se especifican en ese anexo, sin perjuicio de lo dispuesto en el apartado b) del párrafo 2 y en el párrafo 3 del artículo 76.

2. a) En el primer trimestre del tercer año-cuota, se renegociarán los tonelajes básicos de exportación especificados en el anexo I. En esa renegociación se tendrán en cuenta:

i) la evaluación del mercado libre para el período pertinente y la proporción de ese mercado a disposición de los Miembros exportadores con tonelajes básicos de exportación;

ii) los tonelajes básicos de exportación de los Miembros especificados en el anexo I;

iii) los resultados obtenidos en materia de exportación y el cumplimiento de las obligaciones en materia de cuotas y de existencias durante los dos primeros años-cuota, sobre la base de estadísticas satisfactorias para el Consejo. A estos efectos, los Miembros exportadores interesados se comprometen a facilitar al Consejo estadísticas de su producción, consumo, exportaciones e importaciones para el año-cuota 1979, a más tardar el 15 de febrero de 1980;

iv) los casos en que el Consejo haya admitido por votación especial que razones de fuerza mayor u otras circunstancias especiales han afectado los resultados obtenidos en materia de exportación o el cumplimiento de las obligaciones impuestas por este Convenio;

v) la función del azúcar en la economía, la dependencia con respecto al mercado libre y la situación especial de los Miembros pequeños en desarrollo cuyos ingresos de exportación dependan en gran medida de la exportación de azúcar;

vi) los proyectos efectivos de expansión de Miembros exportadores en desarrollo con tonelajes básicos de exportación no superiores a 300.000 toneladas o enumerados en el anexo II que hayan sido registrados detalladamente ante el Director Ejecutivo por los Miembros interesados, al entrar en vigor este Convenio, como proyectos firmes de gran importancia para las economías de los países de que se trate;

vii) cualesquiera otros factores pertinentes.

b) La renegociación tendrá por finalidad establecer tonelajes básicos de exportación revisados aceptables para los Miembros. Una vez concluida la renegociación, el Consejo podrá determinar, por votación especial en la que concurran en este caso los votos afirmativos de al menos dos tercios de los Miembros exportadores presentes y votantes, los tonelajes básicos de exportación revisados para cada uno de los años-cuota tercero, cuarto y quinto.

c) En el caso de que el Consejo no haya establecido tonelajes básicos de exportación revisados para un determinado año-cuota según el procedimiento expuesto en el apartado b) de este párrafo antes del final del primer trimestre de ese año, el tonelaje básico de exportación correspondiente a cada uno de los Miembros enumerados en el anexo I se determinará conforme a la siguiente fórmula:

i) para el tercer año-cuota, el 50% de su tonelaje básico de exportación y el 50% del promedio de los resultados relativos que haya obtenido en materia de exportación en 1978 y 1979;

ii) para el cuarto año-cuota, el promedio de los resultados relativos que haya obtenido en materia de exportación en 1978, 1979 y 1980, excluido el año en que sus resultados relativos en materia de exportación hayan sido más bajos;

iii) para el quinto año-cuota, el promedio de los resultados relativos que haya obtenido en materia de exportación en 1979, 1980 y 1981, excluido el año en que sus resultados relativos en materia de exportación hayan sido más bajos.

d) Por resultados relativos obtenidos en materia de exportación durante cada año-cuota se entenderán, para cada uno de los Miembros a los que se aplique la fórmula del apartado c) de este párrafo, sus exportaciones netas al mercado libre, menos cualquier cantidad que exceda de la tolerancia permitida en el párrafo 2 del artículo 45, menos la cuantía de cualquier déficit en sus obligaciones en materia de existencias conforme al artículo 46, divididas por la suma de tales exportaciones netas así ajustadas para ese año-cuota para todos los Miembros a los que se aplique la fórmula, y multiplicadas por la suma de sus tonelajes básicos de exportación, incluyendo cualesquiera asignaciones efectuadas conforme al artículo 39 para el año-cuota anterior. En los casos en que el Consejo haya admitido por votación especial que las exportaciones netas de un Miembro al mercado libre fueron afectadas por razones de fuerza mayor u otras circunstancias especiales, las exportaciones netas de ese Miembro serán ajustadas en la medida así admitida por el Consejo. Análogamente, en los casos en que el Consejo haya concedido, por razones similares, una exención temporal de las obligaciones en materia de existencias, la exención así concedida no se considerará como déficit.

e) El Miembro que, en cada uno de los años-cuota anteriores, haya cumplido su cuota vigente sin registrar ningún déficit, declarado o no, y haya aceptado íntegramente su parte correspondiente de cualquier déficit redistribuido hasta el nivel de su tonelaje básico de exportación, y

haya exportado al mercado libre la totalidad de su tonelaje básico de exportación en cualquier año-cuota en que se hayan suspendido las cuotas por lo menos seis meses antes del final de ese año y no haya incumplido en ningún año-cuota sus obligaciones en materia de existencias no recibirá, como resultado de la aplicación de la fórmula del apartado c) de este párrafo, un tonelaje básico de exportación inferior al que tenía en el año-cuota inmediatamente precedente.

f) El tonelaje básico de exportación asignado a un Miembro que se adhiera a este Convenio después del primer año-cuota, o asignado a un Miembro conforme al artículo 35, no será reducido como resultado de la aplicación de la fórmula del apartado c) de este párrafo, a menos que tal Miembro haya tenido un tonelaje básico de exportación durante la totalidad de los años-cuota aplicables en que se base la parte pertinente de la fórmula.

g) Se aplicará el procedimiento siguiente a cada Miembro exportador en desarrollo con un tonelaje básico inicial de exportación de 300.000 toneladas o menos que tenga cualquier proyecto efectivo de expansión que implique una inversión en el desarrollo agrícola y un aumento de la capacidad de molienda que lleven a una producción adicional de azúcar para el mercado libre superior a 10.000 toneladas, que haya sido registrado detalladamente ante el Director Ejecutivo por el Miembro interesado, al entrar en vigor este Convenio, como proyecto firme de gran importancia para la economía del país interesado y que esté sujeto a verificación por el Consejo dentro de los tres meses siguientes a la entrada en vigor de este Convenio. Se añadirá al tonelaje básico de exportación establecido conforme a los incisos i), ii) y iii) del apartado c) de este párrafo, según proceda, una cantidad igual al 80% de cualquier excedente no exportable que se produzca como consecuencia de tal proyecto al principio del año-cuota pertinente. Por excedente no exportable se entiende la cantidad de azúcar que esté mantenida en las existencias al 31 de diciembre por encima de las cantidades necesarias para el consumo interno, de la totalidad de las existencias que el Miembro esté obligado a mantener conforme al artículo 46 y de cualesquiera cantidades que hayan de exportarse en virtud de acuerdos especiales, pero con exclusión de todas las existencias que se mantengan en contra de lo dispuesto en el artículo 48. Ese excedente no podrá ser exportado imputándolo a las cuotas vigentes, en el entendimiento de que:

i) el excedente no exportable estará sujeto a verificación conforme a las normas y procedimientos que establezca el Consejo;

ii) el Miembro de que se trate deberá haber cumplido todas las condiciones indicadas en el apartado e) de este párrafo;

iii) la suma de tales adiciones no deberá exceder de 200.000 toneladas en cada uno de los años-cuota 1980, 1981 y 1982. En el caso de que se exceda de estas cantidades, las distintas adiciones serán revisadas y reducidas, en la medida en que ello sea necesario, por el Comité establecido conforme al párrafo 1 del artículo 39, de acuerdo con los principios y procedimientos indicados en ese artículo y teniendo en cuenta cualesquiera asignaciones ya hechas conforme al artículo 39 al Miembro de que se trate;

iv) el resto del excedente no exportable no será tenido en cuenta en los años-cuota subsiguientes.

3. No obstante lo dispuesto en el párrafo 1 de este artículo, la situación de Colombia será tenida en cuenta durante las negociaciones a que se refiere el párrafo 2 de este artículo, en cuyo momento se asignará a Colombia un tonelaje básico de exportación proporcionado a su producción y a su consumo interno.

Artículo 35

Disposiciones relativas a los Miembros con pequeños derechos de exportación

1. Cada uno de los Miembros exportadores enumerados en el anexo II tendrá derecho a exportar al mercado libre, en cada año-cuota, una cantidad de 70.000 toneladas, que no estará sujeta a ningún ajuste conforme a este capítulo.

2. Cada uno de los Miembros a que se refiere el párrafo 1 de este artículo informará al Consejo, por lo menos 45 días civiles antes del comienzo de un año-cuota, acerca de las cantidades de azúcar de que piense disponer para la exportación al mercado libre dentro de su derecho de exportación en ese año-cuota. Además, cada uno de tales Miembros notificará al Consejo todo cambio que prevea en sus exportaciones, conforme a lo dispuesto en el artículo 42. Cualquiera de tales Miembros que deje de observar el procedimiento de notificación dispuesto en este párrafo quedará suspendido en sus derechos de voto para el año-cuota correspondiente.

3. Los Miembros a que se refiere el párrafo 1 de este artículo no estarán sujetos a la obligación de mantener existencias especiales conforme al artículo 46. Sin embargo, tendrán derecho a mantener tales existencias hasta la cantidad y en las condiciones indicadas en el párrafo 1 de ese artículo.

4. Cualquiera de los Miembros a que se refiere el párrafo 1 de este artículo que considere que, dado el desarrollo de su producción, se le debe autorizar a exportar al mercado libre más de 70.000 toneladas en cualquier año-cuota podrá pedir al Consejo que le asigne un tonelaje básico de exportación superior a ese derecho. Si el Consejo, por votación especial, accede a la petición asignando a ese Miembro el tonelaje básico de exportación que estime apropiado, se considerará que ese Miembro está enumerado en el anexo I y se le aplicarán todas las disposiciones de este Convenio que sean aplicables a los Miembros enumerados en ese anexo.

Artículo 36

Disposiciones especiales para el cálculo de las exportaciones netas

1. Todas las importaciones efectuadas por Checoslovaquia, Hungría, Polonia y Rumania, excepto las efectuadas conforme al artículo 31, se deducirán del total de las exportaciones de esos Miembros al calcular sus exportaciones netas al mercado libre.

2. Las transferencias de azúcar que efectúe dentro de la Comunidad del Africa Oriental cualquiera de los Estados miembros de la Comunidad hasta una cuantía total de 10.000 toneladas no se imputarán a su derecho de exportación en el año-cuota correspondiente; esa cuantía no estará sujeta a ninguno de los ajustes previstos en este capítulo.

3. El azúcar exportado a los miembros de la Comunidad del Caribe que no producen azúcar (es decir, Antigua, Dominica, Granada, Montserrat, Santa Lucía y San Vicente) por Barbados, Belize, Jamaica, Guyana, San Cristóbal-Nieves-Anguila y Trinidad y Tabago no se imputará a sus cuotas vigentes o a sus derechos de exportación en el año-cuota correspondiente, siempre que la cantidad total de azúcar objeto de comercio dentro de la Comunidad no exceda de 20.000 toneladas en ningún año-cuota. Los Miembros exportadores de que se trata se comprometen a comunicar al Consejo, antes del principio de cada año-cuota, la cantidad de azúcar que se proponen exportar a los demás miembros de la Comunidad del Caribe.

Artículo 37

Disposiciones relativas a los Miembros exportadores en desarrollo sin litoral

1. El hecho de que uno de los Miembros exportadores en desarrollo sin litoral no haya utilizado plenamente su cuota vigente o su derecho de exportación, según proceda, en uno o varios años-cuota no será razón para que se considere que no ha cumplido las obligaciones que le impone este Convenio, ni para que, en consecuencia, se cancele su derecho en la renegociación prevista en el párrafo 2 del articulo 34.

2. Considerando que las exportaciones de azúcar de los países en desarrollo sin litoral se ven obstaculizadas y gravadas por los costos adicionales de transporte que soportan hasta llegar a los puertos marítimos, el Consejo estudiará, en consulta con la UNCTAD, de qué manera los Miembros exportadores en desarrollo sin litoral podrían beneficiarse mejor del Fondo especial en favor de los países en desarrollo sin litoral establecido por la resolución 3504 (XXX), de 15 de diciembre de 1975, de la Asamblea General, hasta el máximo que tales Miembros tengan derecho a exportar.

Artículo 38

Exportaciones netas de los Miembros importadores en desarrollo

Todo Miembro importador en desarrollo podrá exportar azúcar en cantidades superiores a sus importaciones, después de haberlo notificado debidamente al Consejo antes del comienzo de un año-cuota, siempre que, al final de ese año-cuota, sus exportaciones netas no excedan de 10.000 toneladas. Tal derecho no se considerará como un tonelaje básico de exportación y no estará sujeto a ninguno de los ajustes previstos en este capítulo. Los Miembros interesados deberán, sin embargo, cumplir las condiciones que prescriba el Consejo respecto de las exportaciones de los Miembros exportadores.

Artículo 39

Reserva para Caso de Dificultades

1. El Consejo establecerá un Comité Especial encargado de la Reserva para Caso de Dificultades (al que en adelante se denominará, en este artículo, el Comité Especial), bajo la presidencia del Director Ejecutivo, para examinar las peticiones que puedan hacer los Miembros exportadores en desarrollo que tropiecen con problemas como resultado de dificultades especiales y que necesiten temporalmente derechos de

exportación suplementarios por encima de las cuotas vigentes o los derechos de exportación que les correspondan conforme a otras disposiciones de este Convenio. El Comité Especial podrá efectuar asignaciones para prestar asistencia a tales Miembros exportadores en desarrollo hasta un total de 200.000 toneladas en el primer año-cuota de este Convenio y hasta un total de 300,000 toneladas en cada uno de los años-cuota subsiguientes.

2. El Comité Especial estará compuesto de un máximo de seis Miembros. Al elegir a los Miembros del Comité, el Consejo se cerciorará de que no representen a ningún interés que pueda resultar afectado por una decisión sobre las asignaciones previstas en el párrafo 1 de este artículo.

3. Al efectuar asignaciones conforme a este artículo, el Comité Especial tendrá generalmente en cuenta la situación prevaleciente en el mercado y procurará no debilitar todavía más un mercado ya débil, pero podrá efectuar asignaciones independientemente de la situación del mercado. El Consejo aplicará las decisiones del Comité Especial, a menos que sean modificadas por votación especial.

4. Solamente se concederán asignaciones conforme a este artículo a los Miembros en desarrollo cuyos tonelajes básicos de exportación o derechos de exportación en virtud de otras disposiciones de este Convenio sean de 300.000 toneladas o menos.

5. Dentro del total de las asignaciones que puedan hacerse conforme a este artículo, se concederá prioridad a los pequeños Miembros en desarrollo cuyos ingresos de exportación dependan en gran parte de la exportación de azúcar. Igualmente, se prestará especial consideración a las peticiones de los Miembros cuyas economías dependan cada vez más del azúcar.

6. El resto de las asignaciones que puedan hacerse conforme a este artículo podrá destinarse, con arreglo a los principios y procedimientos indicados en los parrafos 1 y 2 de este artículo, a cualquier Miembro exportador en desarrollo que presente al Comité Especial pruebas de que tropieza con dificultades. La expansión proyectada de la capacidad de producción de una industria no podrá justificar por sí sola una asignación en virtud de este párrafo.

7. Las asignaciones efectuadas conforme a este artículo no se considerarán como un aumento del tonelaje básico de exportación del Miembro interesado. Formarán parte de la cuota vigente de ese Miembro, y esa cuota vigente no estará sujeta a ninguna reducción conforme al párrafo 3 del artículo 44 en ese año-cuota.

Artículo 40

Establecimiento y asignación de la cuota global

1. Antes del 20 de noviembre de cada año-cuota, el Consejo adoptará una estimación de las necesidades netas de importación del mercado libre para el año-cuota siguiente. Al hacerlo, el Consejo tendrá en cuenta todos los factores pertinentes que influyan en la demanda y la oferta de azúcar, en particular las tendencias del consumo, las perspectivas de variación de las existencias y las tendencias, tanto del momento como previstas, de los precios.

2. El Consejo establecerá después una cuota global que será igual a la estimación hecha conforme al párrafo 1 de este artículo, menos la suma de lo siguiente:

a) el volumen previsto de las exportaciones de los Miembros enumerados en el anexo II al mercado libre;

b) el volumen previsto de cualesquiera otras exportaciones al mercado libre que sean permisibles conforme a este Convenio, excepto las cuotas vigentes; y

c) las exportaciones previstas de los no miembros al mercado libre.

Al hacerlo, el Consejo no estará vinculado por las restricciones establecidas en el artículo 41.

3. Si, a más tardar el 25 de noviembre del año-cuota, el Consejo no ha llegado a un acuerdo sobre una cuota global para el año-cuota siguiente, el Director Ejecutivo presentará una propuesta al Consejo. El Consejo decidirá sobre la propuesta por votación especial. Si el Consejo no llega a un acuerdo a más tardar el 1º de diciembre del año-cuota, la cuota global para el año-cuota siguiente se establecerá al nivel de la cuota global vigente en esa fecha.

4. Siempre que se establezca o que se ajuste ulteriormente la cuota global, el Director Ejecutivo la distribuirá entre los distintos Miembros exportadores enumerados en el anexo I a prorrata de sus tonelajes básicos de exportación, a reserva de los ajustes requeridos o permisibles conforme a otras disposiciones de este Convenio.

5. Sin perjuicio de lo dispuesto en el artículo 43, cualesquiera deducciones de la cuota vigente de un Miembro previstas en otras disposiciones de este Convenio serán redistribuidas a prorrata de los tonelajes básicos de exportación de los demás Miembros exportadores enumerados en el anexo I que estén en condiciones de aceptar aumentos de sus cuotas vigentes.

Artículo 41

Derechos mínimos de exportación

1. La cuota de exportación de cualquiera de los Miembros enumerados en el anexo I no será establecida inicialmente conforme al artículo 40, ni reducida después conforme al artículo 44, por debajo del 85% del tonelaje básico de exportación de ese Miembro, salvo conforme a lo dispuesto en los párrafos 2, 4 y 7 de este artículo, y siempre que ninguna reducción de cuotas efectuada en virtud de este artículo o del artículo 44 haga que una cuota vigente sea inferior a 70.000 toneladas.

2. Si el precio prevaleciente permanece por debajo de 11 centavos por libra durante 75 días de bolsa consecutivos en los dos primeros años-cuota de este Convenio, las cuotas vigentes se reducirán en otro 2,5% de los tonelajes básicos de exportación de los Miembros interesados, a menos que el Consejo decida otra cosa, y sin perjuicio de lo dispuesto en los párrafos 3 y 4 de este artículo y en el párrafo 1 del artículo 42.

3. No obstante lo dispuesto en el párrafo 2 de este artículo, las cuotas vigentes de los Miembros exportadores enumerados en el anexo I cuyas exportaciones netas medias al mercado libre en el período 1974-1976 ascendieron a por lo menos el 60% de su producción media en esos años no serán reducidas conforme a los artículos 40 y 44 por debajo del 85% de sus tonelajes básicos de exportación, a menos que esos Miembros acepten la reducción ulterior prevista en el párrafo 2 de este artículo.

4. Las reducciones efectuadas en las cuotas conforme al párrafo 2 de este artículo que no sean aceptadas por los Miembros a que se refiere el párrafo 3 serán redistribuidas entre los demás Miembros enumerados en el anexo I, sin perjuicio de lo dispuesto en el párrafo 1 del artículo 42, hasta una reducción adicional total de la cuota vigente de cada uno de esos otros Miembros que no exceda del 1% del tonelaje básico de exportación que corresponda a cada uno de ellos.

5. Si los párrafos 2 y 4 de este artículo se aplican en cualquiera de los dos primeros años-cuota, los Miembros a que se refiere el párrafo 3 de este artículo que no acepten la reducción adicional no participarán en ningún aumento ulterior de las cuotas, sea en virtud del artículo 43 o del 44 y sea en el mismo año-cuota o después hasta la cuantía de la reducción adicional que no hayan aceptado. En esos aumentos de las cuotas, la cantidad de que se trate será primero distribuida entre los Miembros afectados por el párrafo 4 de este artículo; con posterioridad, todos esos aumentos de las cuotas vigentes se asignarán conforme a lo dispuesto en el párrafo 4 del artículo 40.

6. Cuando se calculen, a los efectos del párrafo 2 del artículo 34, los resultados obtenidos en materia de exportación, el total de las exportaciones de cada uno de los Miembros a que se refiere el párrafo 3 de este artículo que no aceptaran la reducción adicional prevista en el párrafo 2 de este artículo se reducirá en la cantidad que no aceptaron, y los resultados obtenidos en materia de exportación por cada uno de los demás Miembros enumerados en el anexo I que fueron afectados por el párrafo 4 de este artículo se aumentarán en la cuantía de la reducción adicional que se les aplicó en consecuencia.

7. Las limitaciones que se indican en los párrafos 1, 2 y 3 de este artículo no se aplicarán cuando las deducciones de las cuotas vigentes para un año-cuota se hagan conforme al párrafo 5 del artículo 45 o al párrafo 8 del artículo 46.

Artículo 42

Notificación de las cuotas que no vayan a utilizarse y medidas consiguientes

1. Cada uno de los Miembros exportadores enumerados en el anexo I indicará regularmente al Consejo si prevé o no que utilizará toda su cuota vigente y, en caso negativo, qué parte de su cuota prevé que será utilizada. Con este fin, cada uno de tales Miembros exportadores hará por lo menos dos notificaciones al Consejo en cada año-cuota: una, tan pronto como sea posible después de establecerse y asignarse la cuota global conforme al artículo 40, pero no después del 15 de mayo, y otra, tan pronto como sea posible después del 15 de mayo, pero no después del 30 de septiembre. Cualquier diferencia entre la cantidad notificada conforme a este párrafo y la cuota vigente antes de la notificación se considerará como déficit, en cuyo caso se reducirá en esa cantidad la cuota vigente del Miembro interesado. La cuota vigente de un Miembro cuya cuota vigente haya sido reducida conforme a este párrafo no se reducirá ulteriormente, como resultado de la aplicación de los artículos 40, 41 ó 44, hasta que la cuota vigente de otros Miembros se haya reducido al mismo nivel porcentual de sus tonelajes básicos de exportación.

2. Todo Miembro exportador que a más tardar el 15 de mayo no haya hecho al Consejo una notificación conforme al párrafo 1 de este artículo perderá sus derechos de voto para el resto de ese año-cuota.

3. Todo Miembro exportador que entre el 15 de mayo y el 30 de septiembre no haya hecho al Consejo una notificación conforme al párrafo 1 de este artículo perderá el derecho a participar en todo ulterior aumento de cuotas durante ese año-cuota.

4. Si a más tardar el 30 de septiembre un Miembro exportador notifica al Consejo, conforme al párrafo 1 de este artículo, que espera utilizar una cantidad mayor que la que notificó al Consejo para el 15 de mayo, tendrá derecho a exportar la diferencia entre las cantidades indicadas en las dos notificaciones, a reserva de las siguientes disposiciones:

a) si tal diferencia no excede de 10.000 toneladas, el Consejo no tomará ninguna otra medida;

b) si tal diferencia excede de 10.000 toneladas, el Miembro exportador de que se trate tendrá prioridad en la reasignación de cualesquiera déficit que pueda hacerse posteriormente en ese año-cuota hasta la cuantía de ese exceso;

c) la cuota vigente del Miembro de que se trate para el año-cuota pertinente se aumentará de modo que incluya las cantidades a que se refieren los apartados a) y b) de este párrafo;

d) si no se efectúan reasignaciones de déficit, la diferencia entre el exceso total y 10.000 toneladas se imputará a la cuota vigente del Miembro de que se trate en el año-cuota siguiente;

e) el exceso con arreglo a este párrafo no se considerará como exceso a los efectos del artículo 45.

5. Si las exportaciones netas de un Miembro exportador al mercado libre durante un año-cuota son inferiores a su cuota vigente al 1º de octubre de ese año-cuota, deducida cualquier reducción neta efectuada ulteriormente por aplicación del artículo 44, la diferencia se deducirá, sin perjuicio de lo dispuesto en los párrafos 6 y 7 de este artículo, de la cantidad total de azúcar que de otro modo se habría asignado a ese Miembro en el año-cuota siguiente como resultado de aumentos de cuota efectuados conforme a las disposiciones pertinentes de este Convenio.

6. Las deducciones previstas en el párrafo 5 de este artículo se harán tan sólo en la medida en que la diferencia a que se refiere ese párrafo exceda de 10.000 toneladas o del 5% de la cuota vigente al 1º de octubre del Miembro de que se trate hasta un máximo de 30.000 toneladas, si esta última cifra es mayor.

7. El Consejo podrá decidir que no se aplicarán las disposiciones de los párrafos 2, 3 y 5 de este artículo si las explicaciones del Miembro de que se trate le convencen de que éste no cumplió sus obligaciones por causa de fuerza mayor u otras circunstancias especiales.

8. El Consejo podrá, previa consulta con un Miembro exportador, decidir que tal Miembro no podrá utilizar total o parcialmente su cuota vigente. Esa decisión del Consejo no tendrá por efecto reducir la cuota vigente del Miembro de que se trate ni privar a ese Miembro de su derecho a utilizar esa cuota posteriormente en el año-cuota. La decisión que el Consejo adopte conforme a este párrafo no eximirá al Miembro interesado de las obligaciones que le impone el párrafo 1 de este artículo ni de la aplicación de las medidas a que se refieren los párrafos 2, 3 y 5 de este artículo.

Artículo 43

Redistribución de los déficit

1. El Consejo decidirá si los déficit declarados conforme al artículo 42 deben o no redistribuirse total o parcialmente. Al hacerlo, el Consejo tendrá en cuenta la tendencia del precio y sus variaciones probables. Sin embargo, a menos que el Consejo decida otra cosa:

a) no habrá ninguna redistribución de déficit mientras el precio prevaleciente sea inferior a 12 centavos por libra;

b) todos los déficit serán redistribuidos mientras el precio prevaleciente sea superior a 12 centavos por libra.

2. La redistribución de los déficit se hará sólo entre los Miembros exportadores enumerados en el anexo I que estén en condiciones de aceptar los aumentos consiguientes de sus cuotas vigentes. Tales redistribuciones se harán, sin perjuicio de lo dispuesto en el párrafo 5 del artículo 41, en los párrafos 3 y 4 del artículo 42 y en el párrafo 3 de este artículo, sobre la base siguiente:

a) a prorrata de los tonelajes básicos de exportación de todos esos Miembros exportadores hasta que sus cuotas vigentes alcancen el nivel de los tonelajes básicos de exportación que correspondan a cada uno de ellos;

b) ulteriormente, el 20% de cualquier déficit que deba redistribuirse se asignará exclusivamente a los Miembros exportadores en desarrollo a prorrata de sus tonelajes básicos de exportación, y el 80% restante se asignará a todos los Miembros exportadores que participen en la redistribución a prorrata de sus tonelajes básicos de exportación;

en el entendimiento de que, si las cuotas vigentes se reducen posteriormente, las disposiciones de los apartados a) y b) de este párrafo se aplicarán a la inversa.

3. Siempre que se proceda a una redistribución de déficit, los déficit declarados por los Miembros exportadores en desarrollo con tonelajes básicos de exportación no superiores a 180.000 toneladas serán redistribuidos inicialmente, a prorrata de sus tonelajes básicos de exportación, entre los demás Miembros comprendidos en esa categoría que estén en condiciones de aceptar aumentos de sus cuotas vigentes. Los déficit que no sean incluidos en tal redistribución inicial serán después redistribuidos conforme al párrafo 2 de este artículo.

Artículo 44

Mecanismo de estabilización de los precios

1. El Consejo vigilará la situación del mercado y tomará las medidas previstas en este capítulo para mantener el precio del mercado libre entre 11 y 21 centavos por libra.

A. Mecanismo de cuotas

2. El Consejo podrá examinar el nivel de la cuota global en cualquier momento durante cada año-cuota, y en todo caso lo hará en su primera reunión ordinaria de cada año-cuota. El Consejo podrá ajustar ese nivel como lo estime adecuado.

El Consejo tomará normalmente sus decisiones anticipándose a las medidas automáticas previstas en los párrafos 3 y 4 de este artículo y podrá, si lo estima pertinente, disponer que las medidas a que se refiere el párrafo 3 se apliquen en varias fases. El Consejo también examinará el nivel de la cuota global cada vez que cambien los Miembros exportadores de la Organización y, si así lo decide, ajustará ese nivel.

3. A menos que el Consejo decida otra cosa, se aplicarán las disposiciones siguientes:

a) cuando el precio prevaleciente, después de haber alcanzado niveles más altos,

i) baje a menos de 13 centavos por libra, la cuota global se reducirá en un 5%;

ii) baje a menos de 12 centavos por libra, la cuota global se reducirá en un 5%;

iii) baje a menos de 11,50 centavos por libra, la cuota global se reducirá en un 5%;

b) cuando el precio prevaleciente, después de haber alcanzado niveles más bajos,

i) suba a más de 13 centavos por libra, la cuota global se aumentará en un 5%;

ii) suba a más de 14 centavos por libra, la cuota global se aumentará en un 5%;

iii) suba a más de 14,50 centavos por libra, la cuota global se aumentará en un 5%;

c) no obstante lo dispuesto en el apartado a) de este párrafo, cuando el precio prevaleciente esté por debajo de 11 centavos por libra, las cuotas vigentes de los distintos Miembros exportadores enumerados en el anexo I se limitarán a sus derechos mínimos de exportación indicados en el artículo 41.

4. El Consejo podrá discrecionalmente suspender las cuotas y otras limitaciones de las exportaciones impuestas en virtud de cualquiera de las disposiciones de este Convenio siempre que el precio prevaleciente esté entre 14 y 15 centavos por libra, pero todas esas restricciones se suspenderán inmediatamente si el precio prevaleciente sube a más de 15 centavos por libra. Inversamente, siempre que el precio prevaleciente esté por debajo de 15 centavos por libra, el Consejo podrá discrecionalmente decidir el nivel de precios al que se establecerán o restablecerán las cuotas y otras limitaciones de las exportaciones, en el entendimiento de que todas esas restricciones se aplicarán si el precio prevaleciente baja a menos de 14 centavos por libra.

5. No obstante lo dispuesto en los párrafos 2 y 3 de este artículo, no se hará ningún ajuste del nivel de la cuota global para un determinado año-cuota dentro de los últimos 45 días de ese año-cuota.

6. El Director Ejecutivo notificará a todos los Miembros exportadores enumerados en el anexo I sus cuotas vigentes y cualesquiera cambios que se hagan en las mismas conforme a este capítulo.

B. Liberación de las existencias especiales

7. A menos que el Consejo decida otra cosa, se aplicarán las disposiciones siguientes:

a) si después de haber estado por debajo de ese nivel, el precio prevaleciente sube a más de 19 centavos por libra, los Miembros exportadores que mantengan existencias conforme al artículo 46 facilitarán al mercado libre, para su pronta venta y su pronta expedición, las existencias que mantengan conforme a ese artículo hasta un tercio de la cantidad total requerida por el párrafo 3 de ese artículo;

b) si el precio prevaleciente sube a más de 20 centavos por libra, esos Miembros exportadores facilitarán al mercado libre, para su pronta venta y su pronta expedición, el resto de las existencias que mantengan conforme al artículo 46 hasta una cantidad que, junto con las existencias que hayan liberado previamente conforme al apartado a) de este párrafo, equivalga a dos tercios de la cantidad total requerida por el párrafo 3 del artículo 46;

c) si el precio prevaleciente sube a más de 21 centavos por libra, esos Miembros exportadores facilitarán al mercado libre, para su pronta venta y su pronta expedición, el saldo de las existencias que mantengan en ese momento conforme al artículo 46.

8. La prioridad a que se refiere el párrafo 2 del artículo 60 se aplicará cuando se liberen existencias conforme al párrafo 7 de este artículo.

9. Siempre que un Miembro exportador que mantenga existencias conforme al artículo 46 libere tales existencias conforme al párrafo 7 de este artículo, lo notificará al Consejo y entregará copias de los documentos de embarque en que se indique la cantidad liberada.

Artículo 45

Obligaciones relativas a las cuotas y a los derechos de exportación y excesos de las exportaciones netas

1. Cada uno de los Miembros exportadores enumerados en el anexo I y cada uno de los Miembros que tengan un derecho de exportación al mercado libre conforme a cualquiera de las disposiciones pertinentes del capítulo IX o del capítulo X tomará las medidas necesarias para que no se exceda su cuota vigente o su derecho de exportación, según el caso, a fines del año-cuota de que se trate. Con este fin, ninguno de tales Miembros exportadores comprometerá, antes de que se establezca y asigne la cuota global para un determinado año-cuota conforme al artículo 40, para su exportación al mercado libre en ese año-cuota, más de su derecho mínimo de exportación establecido en el artículo 41. Además, cada uno de tales Miembros exportadores adoptará las medidas adicionales que el Consejo decida, por votación especial, para asegurar la aplicación efectiva del sistema de cuotas.

2. No se considerará que infringen el párrafo 1 de este artículo las exportaciones netas al mercado libre por encima de la cuota vigente o del derecho de exportación a fines del año-cuota que no excedan de 10.000 toneladas o del 5% del tonelaje básico de exportación o del derecho de exportación, según cual de esas cantidades

sea menor, del Miembro interesado. Análogamente, si uno de los Miembros exportadores enumerados en el anexo I no puede aplicar plenamente una reducción de cuotas debida a la aplicación de los artículos 40, 41 y 44 porque en el momento de la reducción ese Miembro ya hubiera, dentro de su cuota vigente aplicable anteriormente, exportado o vendido azúcar al mercado libre por encima de su cuota vigente aplicable después de la reducción de cuotas, y si la cuota vigente de ese Miembro a fines del año-cuota pertinente es también inferior a esos compromisos anteriores, no se considerará que esta diferencia infringe el párrafo 1 de este artículo.

3. Todo exceso de las exportaciones netas que no rebase la cantidad pertinente definida en el párrafo 2 de este artículo se imputará a la cuota vigente o al derecho de exportación del Miembro interesado en el año-cuota siguiente.

4. Todo primer exceso de las exportaciones netas que rebase la cantidad pertinente definida en el párrafo 2 de este artículo se imputará análogamente a la cuota vigente del Miembro interesado en el año-cuota siguiente, sin perjuicio de lo dispuesto en el artículo 71.

5. Si uno de los Miembros exportadores enumerados en el anexo I rebasa, por segunda vez o ulteriormente, su cuota vigente a fines de un año-cuota, se imputará a la cuota vigente de ese Miembro en el año-cuota siguiente una cantidad igual a la cantidad en que haya rebasado la cantidad pertinente definida en el párrafo 2 de este artículo. Además, a menos que el Consejo, por votación especial, disponga una deducción inferior, se deducirá de la cuota vigente de ese Miembro en ese año-cuota siguiente una cantidad igual a ese exceso. Toda imputación o deducción que se efectúe conforme a este párrafo se hará sin perjuicio de lo dispuesto en el artículo 71.

6. Si, durante un año-cuota en que las cuotas estuvieron sin efecto durante parte del año pero fueron restablecidas o establecidas antes de fines de año, el total de las exportaciones de un Miembro exportador enumerado en el anexo I excede de su cuota vigente al final de ese año, la cantidad que habrá de imputarse a su cuota vigente en el año-cuota siguiente será igual al exceso calculado menos:

a) cualquier cantidad exportada durante el período en que las cuotas estuvieron sin efecto; y

b) cualquier cantidad exportada durante el período en que las cuotas estuvieron vigentes como consecuencia de ventas efectuadas mientras las cuotas estuvieron sin efecto, siempre que esas exportaciones tengan lugar dentro de los 90 días siguientes a la fecha de la venta.

7. Cada uno de los Miembros exportadores enumerados en el anexo I y cada uno de los Miembros que tengan un derecho de exportación al mercado libre conforme a cualquiera de las disposiciones pertinentes del capítulo IX o del capítulo X notificará al Consejo antes del 1º de abril de cualquier año-cuota sus exportaciones netas, o sus exportaciones, según el caso, en el año-cuota anterior, a fin de que el Consejo pueda determinar si se ha cumplido o no lo dispuesto en el párrafo 1 de este artículo.

CAPITULO XI - EXISTENCIAS

Artículo 46

Existencias especiales

1. Los países exportadores enumerados en el anexo I deberán, al llegar a ser Miembros, mantener unas existencias especiales conforme a este artículo a los efectos del artículo 44. Cualquiera de los Miembros enumerados en el anexo II podrá, si lo notifica al Consejo, mantener hasta 10.000 toneladas de existencias especiales, en cuyo caso se aplicarán a ese Miembro todos los derechos y obligaciones relativos a las existencias especiales previstos en este Convenio.

2. Las existencias especiales consistirán en azúcar no sujeto a obligaciones y se mantendrán además de cualesquiera existencias de azúcar que los Miembros exportadores mantengan para atender las necesidades del consumo interno o a los efectos de los acuerdos especiales a que se refiere el capítulo IX. Cada uno de tales Miembros exportadores podrá mantener existencias especiales, ya en su propio territorio, ya en el territorio de cualquier otro país, siempre que en cada caso la cantidad mantenida pueda verificarse conforme al artículo 47.

3. a) El nivel global de las existencias especiales que habrán de mantener los países exportadores enumerados en el anexo I será de 2,5 millones de toneladas y, sin perjuicio de lo dispuesto en el apartado b) de este párrafo, se distribuirá entre esos países a prorrata de sus respectivos tonelajes básicos de exportación.

b) A los efectos de la distribución y el ajuste a que se refieren los apartados a) y c) de este párrafo, respectivamente, no se tendrán en cuenta las primeras 70.000 toneladas del tonelaje básico de exportación de un Miembro exportador en desarrollo con un tonelaje básico de exportación que no exceda de 180.000 toneladas, en el entendimiento, no obstante, de que cualquiera de tales Miembros podrá, si lo notifica al Consejo dentro de los seis meses siguientes a la fecha en que llegue a ser Miembro, hacer que el volumen de sus existencias especiales se determine a prorrata de la totalidad de su tonelaje básico de exportación. Cualquiera de los Miembros enumerados en el anexo II al que, conforme al párrafo 4 del artículo 35, se haya asignado un tonelaje básico de exportación que no exceda de 180.000 toneladas podrá también, si lo notifica al Consejo dentro de los seis meses siguientes a la fecha en que se le haya asignado ese tonelaje básico de exportación, hacer que el volumen de sus existencias especiales se determine a prorrata de la totalidad de su tonelaje básico de exportación. Tales notificaciones serán irrevocables mientras esté en vigor este Convenio.

c) Si uno o varios de los países exportadores enumerados en el anexo I no llegan a ser Miembros dentro de los seis meses siguientes a la entrada en vigor de este Convenio, o siempre que cambien los Miembros exportadores, las obligaciones de los Miembros exportadores enumerados en el anexo I relativas al mantenimiento de existencias especiales se ajustarán a prorrata de sus respectivos tonelajes básicos de exportación

en la cantidad necesaria para que el nivel global de las existencias especiales mantenidas por los Miembros exportadores enumerados en el anexo I se mantenga en 2,5 millones de toneladas, en el entendimiento de que ningún Miembro estará obligado a aumentar el nivel de sus existencias especiales en más del 7% del nivel que de otro modo mantendría si todos los países exportadores enumerados en el anexo I fueran Miembros.

4. Cualquier Miembro exportador podrá voluntariamente mantener cantidades adicionales de azúcar en existencias especiales por encima de la obligación que le impone el párrafo 3 de este artículo, siempre que el Consejo, por votación especial, haya aprobado tal constitución de existencias adicionales. Cuando el Consejo apruebe tal constitución de existencias adicionales, ese Miembro tendrá, con respecto a tales existencias adicionales, todos los derechos y obligaciones que en relación con las existencias especiales se establecen en este Convenio.

5. Para que las existencias especiales se constituyan lo más rápidamente posible, el Consejo regulará en su reglamento la constitución inicial, el mantenimiento y la reposición, después de su liberación conforme al párrafo 7 del artículo 44, de las existencias especiales, y establecerá procedimientos para asegurar el cumplimiento de las obligaciones impuestas en virtud de este artículo, en el entendimiento de que no se podrán acumular existencias especiales cuando estén sin efecto las cuotas y otras limitaciones de las exportaciones. A menos que el Consejo, por votación especial, decida otra cosa, y sin perjuicio de lo dispuesto en la primera frase de este párrafo, el total de las existencias especiales que constituirá cada Miembro interesado será el siguiente:

a) no menos del 40% del total de sus obligaciones relativas a existencias en los 12 primeros meses en que estén en vigor las cuotas después de la entrada en vigor de este Convenio o de la liberación de existencias especiales conforme al párrafo 7 del artículo 44;

b) no menos del 80% del total de sus obligaciones relativas a existencias en los 24 primeros meses en que estén en vigor las cuotas después de la entrada en vigor de este Convenio o de la liberación de existencias especiales conforme al párrafo 7 del artículo 44; y

c) el saldo del total de sus obligaciones relativas a existencias en los 36 primeros meses en que estén en vigor las cuotas después de la entrada en vigor de este Convenio o de la liberación de existencias especiales conforme al párrafo 7 del artículo 44.

6. Si, en circunstancias especiales, un Miembro exportador considera que no puede constituir en un año-cuota dado las existencias especiales previstas en el párrafo 5 de este artículo, expondrá el asunto al Consejo, el cual, por votación especial, podrá modificar para un período determinado el nivel de las existencias especiales que deba mantener el Miembro de que se trate.

7. En circunstancias especiales, el Consejo podrá, por votación especial, autorizar a los distintos Miembros exportadores a liberar parte de las existencias especiales en situaciones distintas de las previstas en el párrafo 7 del artículo 44. En tales casos, el Consejo prescribirá el calendario de acuerdo con el cual se deberán reponer esas existencias hasta llegar al volumen necesario.

8. A todo Miembro exportador que, con arreglo al procedimiento establecido en el artículo 47, se compruebe que no ha cumplido sus obligaciones de constituir y mantener existencias especiales se le deducirá de su cuota vigente en ese momento,

si las cuotas están en vigor, o de su cuota vigente la próxima vez que se pongan en vigor las cuotas, una cantidad igual a la que haya dejado de mantener. Si un Miembro exportador deja de cumplir por segunda vez, o por más de dos veces, sus obligaciones, la cantidad que se deducirá de su cuota vigente en ese momento, si las cuotas están en vigor, o de su cuota vigente la próxima vez que se pongan en vigor las cuotas, será igual al doble de la cantidad que haya dejado de mantener. A todo Miembro exportador que por segunda vez, o por más de dos veces, deje de cumplir sus obligaciones se le suspenderán, además, sus derechos de voto hasta el momento en que haya cumplido sus obligaciones y en que el Consejo haya decidido restablecer los derechos de voto de ese Miembro.

9. Si, después de liberar total o parcialmente existencias especiales conforme al párrafo 7 del artículo 44, vuelven a estar en vigor las cuotas y otras limitaciones de las exportaciones, el Consejo podrá decidir, por votación especial, que las existencias especiales se repongan en forma distinta de la prevista en el párrafo 5 de este artículo.

Artículo 47

Verificación de las existencias

1. Cada uno de los Miembros exportadores que mantengan existencias especiales conforme al artículo 46 entregará al Fondo establecido en virtud del artículo 49 certificados expedidos por el Gobierno del Miembro de que se trate que acrediten la existencia de la cantidad de azúcar que mantenga conforme al artículo 46.

2. Los certificados entregados al Fondo conforme al párrafo 1 de este artículo podrán ser verificados mediante inspecciones efectuadas sobre el terreno por inspectores independientes designados por el Consejo y aceptados por el Miembro exportador interesado. El Consejo establecerá para tales inspecciones un calendario en el que se preverá por lo menos una inspección anual dentro de los 30 días anteriores al comienzo de la cosecha azucarera de cada uno de los Miembros exportadores que no tengan más que una cosecha azucarera anual. En el caso de los Miembros exportadores que tengan dos o más cosechas, tales inspecciones deberán efectuarse dentro de los 30 días anteriores al comienzo de cada cosecha azucarera y, en el caso de los Miembros exportadores cuyo ciclo de cultivo sea continuo, por lo menos dos veces cada año-cuota.

3. El Consejo podrá establecer normas adicionales para la verificación de las existencias especiales.

Artículo 48

Existencias máximas

1. Cada uno de los Miembros exportadores enumerados en el anexo I se compromete a ajustar su producción de manera que:

a) las existencias totales que mantenga ese Miembro por encima de las existencias que pudiera mantener como existencias especiales conforme al artículo 46 en una fecha determinada de cada año que preceda inmediatamente al comienzo de la nueva cosecha, fecha que habrá de convenirse

con el Consejo, no excedan de una cantidad igual al 20% de su producción en el año civil inmediatamente precedente o del promedio de su producción en los cuatro años civiles precedentes, si esta cantidad es mayor; o que

b) las cantidades de azúcar que mantenga ese Miembro por encima de las existencias destinadas a cubrir las necesidades del consumo interno y de las existencias que pudiera mantener como existencias especiales conforme al artículo 46 en una fecha determinada que preceda inmediatamente al comienzo de la nueva cosecha, fecha que habrá de convenirse con el Consejo, no excedan de una cantidad igual al 20% del total de sus exportaciones en el año civil precedente o del promedio del total de sus exportaciones en los cuatro años civiles precedentes, si esta cantidad es mayor.

2. Al pasar a ser Miembro de la Organización, cada uno de los Miembros exportadores enumerados en el anexo I notificará al Consejo cuál de las dos posibilidades previstas en el párrafo 1 de este artículo acepta como aplicable a su caso.

3. A solicitud de cualquiera de tales Miembros exportadores, el Consejo podrá, si considera que tal medida está justificada por circunstancias especiales, autorizar a ese Miembro a mantener existencias superiores a las cantidades que se determinen conforme al párrafo 1 de este artículo.

4. Durante la renegociación mencionada en el párrafo 2 del artículo 34, el Consejo examinará el funcionamiento de este artículo y, de ser necesario, modificará por votación especial las limitaciones establecidas en el párrafo 1 de este artículo.

CAPITULO XII - FONDO DE FINANCIACION DE EXISTENCIAS

Artículo 49

Establecimiento del Fondo de Financiación de Existencias

1. Se establece un Fondo de Financiación de Existencias para prestar asistencia financiera conforme al artículo 53 a los Miembros exportadores que mantengan existencias especiales conforme al artículo 46.

2. El Fondo estará situado en la sede de la Organización y, como órgano auxiliar de ésta, estará comprendido en el Acuerdo sobre la sede a que se refiere el párrafo 2 del artículo 5.

3. El Fondo funcionará conforme a este capítulo y a las normas, reglamentos y directrices que el Consejo pueda adoptar, por votación especial, para dar aplicación a las disposiciones de este capítulo.

4. Las disposiciones de este capítulo surtirán efecto el primer día del primer mes siguiente a los 180 días transcurridos después de la entrada en vigor de este Convenio.

5. Sin perjuicio de lo dispuesto en el artículo 80 y a menos que el Consejo decida otra cosa por votación especial, todo Miembro que no haya cumplido las obligaciones que le impone este capítulo será suspendido en sus derechos de voto hasta que haya cumplido sus obligaciones.

Artículo 50

Administración del Fondo

1. Las cuentas del Fondo se mantendrán separadas de todas las demás cuentas de la Organización.

2. Los costos de la administración del Fondo se sufragarán con cargo a las cuentas del Fondo; el Consejo los aprobará por separado, distinguiéndolos del presupuesto administrativo a que se refiere el artículo 24.

3. Las disposiciones del artículo 26 se aplicarán a la comprobación de las cuentas del Fondo. El Consejo o el Director Ejecutivo podrán disponer, de considerarse necesario, una comprobación más frecuente de esas cuentas.

4. El Consejo, previa consulta con el Director Ejecutivo, nombrará, por votación especial, al Administrador del Fondo en las condiciones que el Consejo determine. El Administrador se regirá por lo dispuesto en los párrafos 4 y 5 del artículo 22. Conforme a lo dispuesto en este capítulo y a las normas, reglamentos y directrices que el Consejo pueda adoptar conforme al párrafo 3 del artículo 49, el Administrador será responsable de la administración del Fondo ante el Director Ejecutivo.

Artículo 51

Contribuciones al Fondo

1. Se pagará al Fondo, conforme a este artículo, una contribución sobre el azúcar del mercado libre exportado del territorio aduanero de los Miembros o importado en él. La tasa de contribución será de 0,28 centavos de dólar por libra de azúcar sin refinar tel quel; esta tasa se ajustará para el azúcar blanco y refinado aplicando el factor o los factores que se establezcan en el reglamento. En cualquier momento después del 1º de enero de 1979, el Consejo podrá, por votación especial, aumentar o reducir la tasa de contribución, siempre que se mantenga la capacidad para hacer los pagos requeridos conforme a este capítulo, y siempre que dicha tasa, en caso de ser aumentada, no sea superior a 0,33 centavos de dólar por libra; el Consejo podrá, por votación especial, suspender la contribución si ésta ya no es necesaria para hacer los pagos requeridos conforme a este capítulo.

2. Sin perjuicio de lo dispuesto en el párrafo 4 de este artículo, ningún Miembro permitirá que se importe azúcar del mercado libre en su territorio aduanero, a menos que dicha importación esté acompañada de un certificado autorizado por el Consejo en el sentido de que se ha pagado la correspondiente contribución al Fondo.

3. Sin perjuicio de lo dispuesto en el párrafo 5 de este artículo, ningún Miembro exportador o importador con derechos de exportación al mercado libre conforme al capítulo IX permitirá que se exporte desde su territorio aduanero azúcar del mercado libre que no esté fehacientemente destinado a ser importado por Miembros, a menos que dicha exportación vaya acompañada de un certificado autorizado por el Consejo en el sentido de que se ha pagado la correspondiente contribución al Fondo.

4. Las importaciones destinadas al consumo interno efectuadas por Miembros importadores que figuren en la categoría de los países menos adelantados, conforme a la definición de las Naciones Unidas, no estarán sujetas al pago de la contribución, siempre que dichos Miembros apliquen el procedimiento de certificación dispuesto en el párrafo 2 de este artículo en la forma que se prescriba en el reglamento.

5. El Consejo dictará en su reglamento normas para la expedición de certificados uniformes de contribución y para la recaudación de la contribución correspondiente por agentes autorizados. Dichas normas asegurarán también que la contribución no se pague dos veces en relación con la misma cantidad de azúcar. Esas normas, en las que se tendrán en cuenta las prácticas mercantiles del comercio del azúcar, no serán un obstáculo al movimiento del azúcar y al propio tiempo asegurarán la integridad del sistema de contribuciones. Contendrán asimismo disposiciones sobre la exportación o la importación de azúcar del mercado libre a través de países de tránsito, se refine o no en ellos.

6. Las contribuciones se pagarán en monedas libremente convertibles y estarán exentas de restricciones en materia de divisas.

Artículo 52

Recursos adicionales del Fondo

1. El Consejo podrá aceptar, de cualquier fuente, contribuciones voluntarias al Fondo no sujetas a condiciones.

2. Con objeto de proporcionar al Fondo una financiación transitoria destinada a cubrir discrepancias a corto plazo entre los ingresos y los pagos, el Consejo podrá, por votación especial, adoptar la decisión de contratar préstamos de fuentes privadas, de gobiernos o de instituciones financieras internacionales, en el entendimiento de que ningún Miembro incurrirá en responsabilidad con respecto a esas obligaciones de la Organización.

3. El Consejo podrá, por votación especial, adoptar las medidas apropiadas para proteger y, de ser posible, aumentar los recursos del Fondo que temporalmente excedan de los necesarios a los efectos de este capítulo, en el entendimiento de que se adoptarán todas las medidas razonables para evitar el riesgo de pérdida de recursos y para disponer de suficiente liquidez a los efectos de este capítulo.

Artículo 53

Concesión de préstamos por el Fondo

1. Sin perjuicio de lo dispuesto en este capítulo, el Fondo concederá, a cada Miembro exportador que mantenga existencias especiales de azúcar conforme a lo dispuesto en el artículo 46, préstamos sin interés por una cantidad igual a 1,50 centavos por libra y por año sobre las existencias así mantenidas conforme a las obligaciones mínimas que les impone el párrafo 5 de ese artículo. Si el Fondo dispone de reservas financieras suficientes, el Consejo podrá también, por votación especial, autorizar al Fondo a conceder préstamos con respecto a las existencias especiales que los Miembros mantengan por encima de las obligaciones mínimas que les impone el párrafo 5 del artículo 46, en primer lugar dentro de las obligaciones totales que les impone el párrafo 3 de ese artículo y, en segundo lugar, conforme al párrafo 4 de ese artículo. Cuando las existencias se mantengan por un período inferior a un año, la cantidad prestada será proporcional a la fracción de año en que se mantengan las existencias. Los préstamos del Fondo se efectuarán trimestralmente, empezando por el primer trimestre siguiente a la entrada en vigor de este capítulo y, si lo permiten las reservas financieras del Fondo, se aplicarán retroactivamente con respecto a las existencias especiales que se hayan constituido conforme al artículo 46 antes de la entrada en vigor de las disposiciones de este capítulo. Estos préstamos serán utilizados por los Miembros exportadores interesados con la finalidad exclusiva de contribuir a sufragar el costo del mantenimiento de las existencias conforme al artículo 46. El Consejo podrá, por votación especial, ajustar el tipo de los préstamos, habida cuenta de las limitaciones impuestas en el párrafo 1 del artículo 51.

2. No se concederán préstamos del Fondo a ningún Miembro exportador, a menos que tal Miembro presente al Fondo un certificado, expedido por el gobierno de tal Miembro, que acredite la existencia del azúcar acumulado conforme al párrafo 5 del artículo 46, y que haya accedido a la comprobación de esas existencias conforme al artículo 47.

3. Los Miembros exportadores reembolsarán al Fondo el importe de todo préstamo imputable al azúcar que deban poner en venta con cargo a las existencias, conforme al párrafo 7 del artículo 44, en el plazo de 90 días contados a partir de la fecha en que se solicite que tal azúcar se ponga en venta. Los Miembros exportadores que no hagan tales reembolsos estarán sujetos a las mismas disposiciones que los Miembros que no paguen sus contribuciones al presupuesto administrativo de la Organización conforme a los párrafos 2 y 3 del artículo 25.

4. Ningún Miembro exportador podrá recibir préstamos del Fondo durante ningún período en que deje de cumplir las obligaciones que le imponen el artículo 46, el artículo 51 y el párrafo 3 de este artículo.

5. Todos los préstamos y reembolsos se efectuarán en monedas libremente convertibles y estarán exentos de restricciones en materia de divisas.

Artículo 54

Procedimientos en caso de terminación de este Convenio

1. Terminado este Convenio, las contribuciones mencionadas en el artículo 51 cesarán de devengarse y el Fondo no concederá nuevos préstamos. Las contribuciones pagadas antes de la terminación de este Convenio y recibidas con posterioridad serán incorporadas a los haberes del Fondo.

2. Los préstamos pendientes concedidos por el Fondo que conforme al artículo 53 no eran exigibles antes de la terminación de este Convenio no tendrán que reembolsarse.

3. Las deudas del Fondo se pagarán con los haberes restantes. Si esos haberes son insuficientes para pagar las deudas pendientes, los Miembros deberán abonar las sumas adicionales que sean necesarias para pagar esas deudas del Fondo, excepto las excluidas en virtud de lo dispuesto en el párrafo 2 del artículo 52, a prorrata de su participación en la suma de las importaciones y exportaciones netas totales efectuadas por los Miembros en el mercado libre durante la vigencia de este capítulo, a menos que el Consejo decida otra cosa por votación especial. Tales sumas adicionales se agregarán a las contribuciones de los Miembros interesados al presupuesto administrativo de la Organización a que se refiere el artículo 24.

4. Sin perjuicio de lo dispuesto en el párrafo 5 de este artículo, el Consejo, por votación especial, decidirá sobre el destino que deba darse a los haberes del Fondo que queden después de pagadas todas sus deudas. Tal liquidación podrá incluir la transferencia total o parcial de esos haberes restantes a un fondo similar establecido en virtud de un ulterior convenio internacional del azúcar.

5. En el caso de que se transfieran los haberes conforme al párrafo 4 de este artículo, todo Miembro tendrá derecho a recibir, de los haberes del Fondo que queden después de pagadas todas las deudas, la parte que corresponda a su participación en la suma de las importaciones y exportaciones netas totales efectuadas por los Miembros en el mercado libre durante la vigencia de este capítulo, menos cualquier cantidad adeudada por el Miembro interesado conforme al artículo 53 antes de la terminación del Convenio; todo Miembro que desee ampararse en esta disposición deberá notificarlo al Consejo dentro de los tres meses siguientes a la

decisión adoptada por el Consejo conforme al párrafo 4 de este artículo. Análogamente, todo Miembro que no llegue a ser Parte en el convenio ulterior a que se refiere ese párrafo dentro de los seis meses siguientes a la entrada en vigor de ese convenio tendrá derecho a la parte que le corresponda en cualesquiera haberes del Fondo que hayan sido transferidos al fondo similar a que se refiere el párrafo 4 de este artículo.

Artículo 55

Relación con un Fondo Común

Cuando se establezca un Fondo Común en el marco del Programa Integrado para los Productos Básicos de la UNCTAD, el Consejo podrá estudiar las medidas que permitan que la Organización aproveche plenamente cualesquiera disposiciones financieras que se adopten con arreglo a ese Fondo Común y hacer las recomendaciones apropiadas sobre tales medidas.

CAPITULO XIII - OBLIGACIONES Y COMPROMISOS ADICIONALES DE LOS MIEMBROS

Artículo 56

Compromisos de los Miembros y exportaciones efectuadas por Miembros importadores

1. Los Miembros se comprometen a adoptar las medidas que sean necesarias para dar cumplimiento a las obligaciones contraídas en virtud de este Convenio y a cooperar plenamente entre sí para la consecución de los objetivos de este Convenio.

2. Los Miembros importadores se comprometen a garantizar que, salvo en el marco de lo dispuesto en el artículo 38, y con respecto al azúcar en tránsito, sus exportaciones totales de azúcar al mercado libre no excedan de sus importaciones totales de azúcar en el mismo año-cuota.

Artículo 57

Importaciones procedentes de países no miembros

1. Sin perjuicio de lo dispuesto en los párrafos 2 y 3 de este artículo, cada Miembro, para cada año-cuota, limitará sus importaciones máximas de azúcar de los países no miembros en conjunto a los siguientes porcentajes de la cantidad anual media que importó de tales países en conjunto en el cuadrienio 1973-1976, sin tener en cuenta el año en que las importaciones procedentes de esos países en conjunto hayan sido más bajas:

a) el 75% cuando el precio prevaleciente sea superior a 11 centavos por libra, sin perjuicio de lo dispuesto en el apartado a) del párrafo 3 de este artículo;

b) el 55% cuando el precio prevaleciente sea inferior a 11 centavos por libra.

2. Las limitaciones a que se refiere el párrafo 1 de este artículo no se aplicarán a las importaciones procedentes de un país o territorio que fuera Parte en el Convenio Internacional del Azúcar, 1968, pero que no pueda pasar a ser Parte en este Convenio conforme a los artículos 72, 73, 74 ó 76. Sin embargo, cada Miembro limitará sus importaciones de tales no miembros en cada año-cuota a una cantidad igual a sus importaciones anuales medias en 1966-1968, 1971-1973 ó 1974-1976, según a cual de ellos corresponda, para el Miembro de que se trate, la mayor cantidad. El Consejo, si comprueba que un no miembro al que se aplique este párrafo está efectuando su comercio de azúcar de forma tal que entorpece la consecución de los objetivos de este Convenio, podrá exigir, por votación especial, que los Miembros interesados limiten sus importaciones anuales de tal no miembro en el porcentaje establecido en el apartado a) del párrafo 1 de este artículo.

3. Las limitaciones establecidas en los párrafos 1 y 2 de este artículo no se aplicarán:

a) siempre que el precio prevaleciente permanezca por encima de 21 centavos por libra. Las limitaciones establecidas en el apartado a) del párrafo 1 y en el párrafo 2 de este artículo se restablecerán cuando el precio prevaleciente baje a menos de 19 centavos por libra, a menos que el Consejo decida otra cosa;

b) a la importación de las cantidades de azúcar compradas previamente que excedan de las limitaciones pertinentes establecidas en los párrafos 1 ó 2 de este artículo, siempre que tales cantidades no hayan de expedirse más de 90 días después de la fecha de restablecimiento de las limitaciones pertinentes, y siempre que, además, esas cantidades sean notificadas al Director Ejecutivo conforme al párrafo 4 de este artículo.

4. Las compras a no miembros concertadas durante el período en que no eran aplicables las limitaciones establecidas en los párrafos 1 y 2 de este artículo para su expedición después de la fecha de restablecimiento de tales limitaciones serán notificadas por el Miembro interesado al Director Ejecutivo conforme al reglamento que establezca el Consejo.

5. Todo Miembro que estime que en un determinado año-cuota no puede cumplir plenamente las obligaciones que le impone este artículo o que esas obligaciones perjudican o amenazan con perjudicar su comercio de reexportación de azúcar o su comercio de exportación de productos que contengan azúcar podrá, si así lo decide el Consejo por votación especial y en la medida en que éste lo determine, ser eximido de las obligaciones que le impone el párrafo 1 de este artículo. El Consejo, conforme a lo dispuesto en el artículo 69, determinará en su reglamento las circunstancias y condiciones en que se podrá eximir a los Miembros de las obligaciones que les impone el párrafo 1 de este artículo, teniendo en cuenta en particular los casos excepcionales y urgentes que surjan en el curso de los intercambios habituales.

6. Las obligaciones establecidas en los párrafos anteriores de este artículo no eximirán del cumplimiento de cualesquiera obligaciones en contrario, bilaterales o multilaterales, que los Miembros hayan contraído con países no miembros antes de la entrada en vigor de este Convenio, en el entendimiento de que todo Miembro importador que haya contraído esas obligaciones en contrario las cumplirá de tal manera que se reduzca al mínimo todo conflicto con las obligaciones establecidas en los párrafos anteriores. Tal Miembro adoptará, lo antes posible, medidas para conciliar sus obligaciones con lo dispuesto en este artículo e informará detalladamente al Consejo de la naturaleza de las obligaciones en contrario, así como de las medidas que haya adoptado para reducir al mínimo o eliminar el conflicto.

7. El Consejo dispondrá en su reglamento la notificación, por los Miembros, de las importaciones que efectúen de no miembros, así como la presentación por el Director Ejecutivo de informes periódicos y de un informe global una vez terminado cada año-cuota en los que se indiquen, entre otras cosas, con respecto al período que cada informe abarque:

a) las cantidades de azúcar exportadas por los distintos no miembros con cualquier destino; y

b) las cantidades importadas de no miembros por los distintos Miembros.

8. a) Cuando un Miembro importe, conforme a este artículo, una cantidad de azúcar superior a las cantidades que está autorizado a importar en virtud de él, esa cantidad se deducirá de la que tal Miembro habría estado normalmente autorizado a importar conforme a este artículo en el año-cuota inmediatamente siguiente, a menos que el Consejo decida otra cosa.

b) Cuando haya que efectuar deducciones conforme a lo dispuesto en el apartado a) de este párrafo, pero tales deducciones no puedan ser plenamente aplicadas porque la cantidad que haya de deducirse exceda del derecho anual del Miembro interesado, el Consejo deberá aplicar el artículo 71.

9. Todo Miembro que considere que las exportaciones subvencionadas de un no miembro causan o amenazan con causar serios perjuicios a sus intereses reconocidos en este Convenio podrá someter la cuestión al Consejo, el cual la examinará teniendo en cuenta todas las circunstancias pertinentes y podrá formular recomendaciones para limitar los efectos de esas subvenciones sobre ese Miembro.

10. Las limitaciones establecidas en el párrafo 1 de este artículo no se aplicarán a las cantidades de azúcar refinado importadas de un no miembro que a su vez importe por lo menos una cantidad equivalente de azúcar del mercado libre procedente de Miembros. El Consejo establecerá normas específicas sobre las condiciones en que se aplicará este párrafo.

Artículo 58

Acceso a los mercados

Todo Miembro importador desarrollado se compromete a asegurar el acceso a su mercado a las importaciones de azúcar procedentes de Miembros exportadores y adoptará las medidas compatibles con su legislación interna que considere apropiadas a sus circunstancias particulares para asegurar tal acceso a su mercado.

Artículo 59

Cooperación de los importadores en defensa del precio

En caso de estimarlo oportuno, el Consejo hará recomendaciones a los Miembros que importen azúcar acerca de los medios de prestar asistencia a los Miembros que exporten azúcar en sus esfuerzos por lograr que las ventas se efectúen a precios que sean compatibles con las disposiciones pertinentes de este Convenio.

Artículo 60

Garantías en materia de suministros

1. Los Miembros que exporten azúcar se comprometen a ofrecer a los Miembros que importen azúcar, en consonancia con la estructura tradicional de su comercio y, si son Miembros exportadores, dentro de los límites que les impongan sus cuotas vigentes o sus derechos de exportación, cuando estén en vigor, suministros de azúcar suficientes para que los Miembros que importen azúcar puedan satisfacer sus necesidades de importaciones procedentes del mercado libre.

2. Los Miembros que exporten azúcar darán prioridad en todo momento, en igualdad de condiciones comerciales, a los Miembros que importen azúcar sobre los no miembros en todas las ofertas de venta al mercado libre.

3. Ningún Miembro que exporte azúcar venderá azúcar en el mercado libre a no miembros en condiciones comercialmente más favorables que las que estaría dispuesto a ofrecer al mismo tiempo a los Miembros que importen azúcar del mercado libre, teniendo en cuenta las prácticas comerciales normales y los acuerdos comerciales tradicionales.

4. Lo dispuesto en este artículo no impedirá que ningún Miembro que exporte azúcar otorgue condiciones comerciales más favorables a los Miembros importadores en desarrollo.

CAPITULO XIV - PRECIOS

Artículo 61

Precio diario y precio prevaleciente

1. A los efectos de este Convenio, el precio diario del azúcar será:

a) la media del precio para pronta entrega del contrato Nº 11 de la Bolsa del Café y del Azúcar de Nueva York y del precio diario del contrato Nº 2 de la Bolsa del Azúcar de Londres, convertido este último a centavos de dólar de los Estados Unidos por libra f.o.b. y estibado en puerto del Caribe, sobre la base del tipo de cambio apropiado vigente en el mercado de Londres según se especifique en el reglamento, en el que se indicarán también los demás factores pertinentes que deberán tenerse en cuenta al calcular el precio; o

b) el menor de los dos precios indicados en el apartado a) de este párrafo más cinco puntos, si la diferencia entre ambos precios es mayor de diez puntos.

2. a) A los efectos de este Convenio, se considerará que el precio prevaleciente en un día cualquiera de bolsa es superior (o inferior) a un determinado nivel si es superior (o inferior) al nivel especificado y se mantiene por encima (o por debajo) de ese nivel durante cinco días de bolsa consecutivos;

b) Se considerará que el precio prevaleciente se mantiene por encima (o por debajo) de una cifra determinada hasta que se den las condiciones establecidas en el apartado a) de este párrafo para que sea inferior (o superior) a dicha cifra;

c) Cuando se den las condiciones establecidas en el apartado a) de este párrafo para que se pueda aplicar una disposición de este Convenio, ésta surtirá efecto:

i) si la disposición autoriza al Consejo a adoptar una medida distinta de la prescrita en la disposición, el tercer día de bolsa siguiente a aquel en que se hayan dado dichas condiciones;

ii) en todos los demás casos, el día de bolsa siguiente a aquel en que se hayan dado dichas condiciones.

3. Cuando uno u otro de los precios indicados en el apartado a) del párrafo 1 de este artículo no esté disponible o no represente el precio al que se venda en el mercado libre el azúcar de 96° de polarización, el Consejo decidirá, por votación especial, que se aplique cualquier otro criterio que estime apropiado. Este criterio se basará en las cotizaciones para pronta entrega en las bolsas de azúcar reconocidas, teniendo en cuenta el volumen de las operaciones de esas bolsas y la medida en que sus cotizaciones representen los precios mundiales.

Artículo 62

Ajuste de los precios

1. Cada año-cuota el Consejo revisará, en su segunda reunión ordinaria, los precios a que se refiere este Convenio.

2. Al efectuar esa revisión, el Consejo tendrá en cuenta todos los factores que puedan afectar a la consecución de los objetivos de este Convenio, incluidos, entre otros, los efectos de la inflación o de la deflación, las fluctuaciones de los tipos de cambio, las tendencias de los precios, del consumo, de la producción, del comercio y de las existencias de azúcar y de edulcorantes sustitutivos y la influencia de los cambios ocurridos en la situación económica o el sistema monetario mundiales sobre los precios del azúcar. Conforme al párrafo 4 de este artículo, se proporcionarán todos los datos pertinentes que sean necesarios para efectuar la revisión.

3. Sobre la base de esta revisión, el Consejo, por votación especial, podrá hacer en los precios aplicables al siguiente año-cuota los ajustes que estime necesarios para mantener los objetivos de este Convenio, a condición de que la diferencia entre los precios mínimo y máximo siga siendo de 10 centavos por libra.

4. El Consejo establecerá un Comité de Revisión de Precios, compuesto de cuatro Miembros exportadores y cuatro Miembros importadores y presidido por el Director Ejecutivo. El mandato del Comité será el siguiente:

a) reunir y evaluar datos sobre:

i) los precios, el consumo, la producción, el comercio y las existencias de azúcar y de edulcorantes sustitutivos;

ii) la influencia de los cambios de la situación económica o el sistema monetario mundiales, incluido el efecto de la inflación o la deflación mundiales y de las fluctuaciones de los tipos de cambio, sobre los precios del azúcar;

iii) cualesquiera otros factores que puedan afectar a la consecución de los objetivos de este Convenio;

b) presentar sus conclusiones al Consejo antes de su segunda reunión ordinaria de cada año-cuota.

5. En circunstancias excepcionales resultantes de graves trastornos de la situación económica o monetaria internacional, o siempre que se produzca una variación importante del tipo de cambio del dólar de los Estados Unidos, el Comité de Revisión de Precios se reunirá para estudiar la situación. Sobre la base de ese examen, el Comité podrá, si lo estima pertinente, pedir que se convoque una reunión extraordinaria del Consejo para considerar qué medidas deben tomarse, en su caso, incluso cualquier ajuste necesario de los precios. Toda decisión del Consejo de ajustar los precios conforme a este párrafo se adoptará por votación especial y surtirá efecto inmediatamente.

6. Las disposiciones del artículo 82 no se aplicarán al ajuste de los precios efectuado conforme a este artículo.

CAPITULO XV - MEDIDAS RELATIVAS A LA PRODUCCION Y AL CONSUMO

Artículo 63

Normas laborales

Los Miembros garantizarán el mantenimiento de normas laborales justas en sus respectivas industrias azucareras y, en la medida de lo posible, procurarán mejorar el nivel de vida de los trabajadores agrícolas e industriales en los distintos ramos de la producción azucarera y de los cultivadores de caña de azúcar y de remolacha azucarera.

Artículo 64

Medidas de sostenimiento

1. Los Miembros reconocen que las subvenciones de la producción o la comercialización del azúcar que tengan por efecto directo o indirecto aumentar las exportaciones de azúcar o reducir las importaciones de azúcar pueden comprometer la consecución de los objetivos de este Convenio.

2. Si cualquier Miembro concede o mantiene cualquier subvención de esa índole, incluida cualquier forma de sostenimiento de los ingresos o de los precios, deberá comunicar al Consejo por escrito, durante cada año-cuota, la magnitud y naturaleza de la subvención y las circunstancias que la hacen necesaria. La comunicación a que se refiere este párrafo se hará a petición del Consejo, petición que se formulará por lo menos una vez en cada año-cuota en la forma y en el momento que se dispongan en el reglamento del Consejo.

3. Cuando un Miembro considere que tales subvenciones causan o amenazan con causar graves perjuicios a sus intereses reconocidos en este Convenio, el Miembro que conceda la subvención deberá, al ser requerido, discutir con el otro o los otros Miembros interesados, o con el Consejo, la posibilidad de limitar la subvención. En cualquier caso en que el asunto sea sometido al Consejo, éste podrá examinarlo con los Miembros interesados y formular las recomendaciones que considere apropiadas, teniendo en cuenta las circunstancias particulares del Miembro que conceda la subvención.

Artículo 65

Medidas dirigidas a fomentar el consumo

1. Cada Miembro adoptará las medidas que considere apropiadas para fomentar el consumo de azúcar y para suprimir todos los obstáculos que limiten el aumento del consumo de azúcar, teniendo en cuenta los efectos que sobre el consumo de azúcar ejerzan los derechos de aduanas, los impuestos internos y los gravámenes fiscales, así como los controles cuantitativos o de otra índole, y todos los demás factores pertinentes que sean de importancia para evaluar la situación.

2. Cada Miembro informará periódicamente al Consejo sobre las medidas que haya adoptado conforme al párrafo 1 de este artículo, así como sobre sus efectos.

3. El Consejo creará un Comité de Consumo de Azúcar compuesto de Miembros exportadores y de Miembros importadores.

4. El Comité estudiará, entre otras, las cuestiones siguientes:

a) los efectos que ejerce sobre el consumo de azúcar la utilización de cualquier forma de sucedáneos de este producto, incluidos los edulcorantes naturales y artificiales;

b) el trato fiscal que se dé al azúcar, en comparación con el que se dé a los demás edulcorantes o a las materias primas que sirven para la producción de estos últimos;

c) los efectos que ejercen sobre el consumo de azúcar en los diferentes países i) el régimen fiscal y las medidas restrictivas, ii) las condiciones económicas y, en particular, las dificultades de balanza de pagos, y iii) las condiciones climáticas y de otra índole;

d) los medios de promover el consumo, especialmente en los países en que el consumo per capita es bajo;

e) los medios de cooperar con los organismos que se ocupan del aumento del consumo de azúcar y de los productos alimenticios conexos;

f) la investigación de las nuevas utilizaciones del azúcar, de sus subproductos y de las plantas de las cuales se extrae;

y presentará sus informes al Consejo.

CAPITULO XVI - INFORMACION, ESTUDIOS Y EXAMEN ANUAL

Artículo 66

Información y estudios

1. La Organización actuará como centro para la recopilación y publicación de:

a) información estadística sobre la producción, los precios, las exportaciones e importaciones, el consumo y las existencias de azúcar en el mundo; y

b) en la medida en que se considere apropiado, información técnica sobre el cultivo y elaboración de la remolacha azucarera y la caña de azúcar y sobre la utilización del azúcar.

2. Los Miembros se comprometen a facilitar y suministrar dentro del plazo que se prescriba en el reglamento todos los datos estadísticos y toda la información que según el reglamento sea necesaria para que la Organización pueda desempeñar las funciones que le confiere este Convenio. Si fuera necesario, la Organización utilizará la información pertinente que pueda obtener de otras fuentes.

3. La información que han de proporcionar los Miembros conforme al párrafo 2 de este artículo incluirá, si el Consejo así lo solicita, informes estadísticos periódicos sobre la producción, consumo, existencias, precios e impuestos del azúcar. Los Miembros proporcionarán de la forma más detallada que sea posible la información solicitada. La Organización no publicará ninguna información que pueda servir para identificar las operaciones de personas o compañías que produzcan, elaboren o comercialicen azúcar.

4. Si un Miembro no proporciona, o tiene dificultades para proporcionar, dentro de un plazo razonable, la información estadística y de otra índole requerida para el debido funcionamiento de la Organización, el Consejo podrá exigir que el Miembro interesado explique las razones de tal incumplimiento. Si se comprueba que se necesita asistencia técnica a ese respecto, el Consejo podrá tomar cualesquiera medidas necesarias.

5. La Organización publicará en las fechas apropiadas, pero no menos de dos veces al año, estimaciones de la producción y el consumo de azúcar durante el año-cuota en curso.

6. La Organización podrá, en la medida en que lo considere necesario, promover o realizar estudios de la economía de la producción y distribución de azúcar, incluidas las tendencias y las proyecciones, el impacto de las medidas gubernamentales adoptadas en los países exportadores e importadores sobre la producción y el consumo de azúcar, las oportunidades de expansión del consumo de azúcar para usos tradicionales y posibles usos nuevos, y los efectos de la aplicación de este Convenio sobre los exportadores y los importadores de azúcar, incluidas sus relaciones de intercambio. Al fomentar tales estudios e investigaciones, la Organización podrá cooperar con organizaciones internacionales e instituciones de investigación.

Artículo 67

Información sobre las exportaciones, las importaciones y las existencias

1. El Consejo dispondrá, en su reglamento, que el Director Ejecutivo lleve un registro de:

a) la cuota global y las cuotas vigentes, así como cualesquiera cambios ulteriores de las mismas, durante la totalidad de cada año-cuota;

b) las exportaciones de los Miembros exportadores interesados, junto a sus cuotas vigentes o derechos de exportación, y las importaciones de tales Miembros;

c) las importaciones y exportaciones de los Miembros importadores.

2. El reglamento dispondrá también la transmisión periódica, por los Miembros, de la información a que se refieren los apartados b) y c) del párrafo 1 de este artículo, así como la publicación de esa información por la Organización, junto con los demás datos que prescriba el Consejo.

3. El Consejo podrá en cualquier momento adoptar medidas para determinar las cantidades de azúcar exportadas o importadas por los Miembros y por los no miembros. Tales medidas podrán incluir la expedición de certificados de origen y de otros documentos de exportación.

4. Cada uno de los Miembros exportadores que mantengan existencias especiales conforme al artículo 46 informará al Director Ejecutivo de las cantidades de azúcar que mantenga como existencias especiales al 1º de enero, 1º de abril, 1º de julio y 1º de octubre de cada año-cuota, a más tardar 30 días civiles después de estas fechas.

Artículo 68

Examen anual

1. En cada año-cuota el Consejo examinará, en la medida de lo posible, el funcionamiento de este Convenio a la luz de los objetivos enunciados en el artículo 1, así como los efectos de este Convenio en el mercado y en las economías de los distintos países, en particular los países en desarrollo, durante el año-cuota precedente. El Consejo hará después recomendaciones a los Miembros sobre los medios de mejorar el funcionamiento de este Convenio.

2. El informe sobre cada examen anual se publicará del modo y en la manera que el Consejo determine.

CAPITULO XVII - EXENCION DE OBLIGACIONES

Artículo 69

Exención de obligaciones

1. Siempre que sea necesario a causa de circunstancias excepcionales o de situaciones de emergencia o casos de fuerza mayor no previstos expresamente en este Convenio, el Consejo, por votación especial, podrá eximir a un Miembro de una obligación impuesta por este Convenio si las explicaciones del Miembro interesado le convencen de que el cumplimiento de esa obligación perjudica gravemente a ese Miembro o le impone una carga injusta.

2. El Consejo, cuando conceda una exención a un Miembro conforme al párrafo 1 de este artículo, declarará expresamente de qué modo, en qué condiciones y por cuánto tiempo se exime al Miembro de esa obligación, así como las razones por las que se otorga la exención.

3. La existencia en un país Miembro, durante uno o varios años, de azúcar exportable en cantidad superior al total de las exportaciones permisibles de ese Miembro conforme a los capítulos IX y X de este Convenio, después de haber atendido las necesidades de su consumo interno y de haber constituido sus existencias, no bastará por sí sola para solicitar del Consejo una exención de obligaciones. En el caso de los Miembros exportadores enumerados en el anexo I, las autorizaciones de exportación suplementarias que puedan concederse conforme a este artículo formarán parte de la cuota vigente del Miembro interesado, pero no estarán sujetas a ningún ajuste posterior conforme al capítulo X. Las autorizaciones de exportación suplementarias concedidas conforme a este artículo no serán tenidas en cuenta al calcular los resultados obtenidos en materia de exportación a los efectos del apartado c) del párrafo 2 del artículo 34.

CAPITULO XVIII - CONTROVERSIAS Y RECLAMACIONES

Artículo 70

Controversias

1. Toda controversia relativa a la interpretación o a la aplicación de este Convenio que no sea resuelta entre los Miembros interesados será sometida, a instancia de cualquier Miembro parte en la controversia, a la decisión del Consejo.

2. Cuando una controversia haya sido sometida al Consejo conforme al párrafo 1 de este artículo, una mayoría de Miembros que reúnan al menos un tercio del total de votos podrá pedir al Consejo que solicite, después de examinado el asunto y antes de adoptar su decisión, la opinión de una comisión consultiva, constituida conforme al párrafo 3 de este artículo, sobre la cuestión en litigio.

3. a) A menos que el Consejo decida otra cosa, por votación especial, la comisión estará compuesta de las cinco personas siguientes:

i) dos personas designadas por los Miembros exportadores, una de ellas con gran experiencia en asuntos de la misma naturaleza que la cuestión objeto de la controversia, y la otra con autoridad y experiencia en cuestiones jurídicas;

ii) dos personas de calificaciones análogas designadas por los Miembros importadores; y

iii) un Presidente elegido por unanimidad por las cuatro personas designadas conforme a los incisos i) y ii) de este apartado o, en caso de desacuerdo, por el Presidente del Consejo.

b) Podrán ser designados para formar parte de la comisión consultiva ciudadanos de Miembros y de no miembros.

c) Las personas designadas para formar parte de la comisión consultiva actuarán a título personal y no recibirán instrucciones de ningún gobierno.

d) Los gastos de la comisión consultiva serán sufragados por la Organización.

4. La opinión de la comisión consultiva y las razones de la misma serán sometidas al Consejo, el cual dirimirá la controversia por votación especial, después de tomar en consideración toda la información pertinente.

Artículo 71

Medidas del Consejo en caso de reclamación o de incumplimiento de obligaciones por los Miembros

1. Toda reclamación en el sentido de que un Miembro ha incumplido las obligaciones que le impone este Convenio será sometida, a petición del Miembro que la formule, al Consejo, el cual decidirá al respecto previa consulta con los Miembros interesados.

2. Toda decisión del Consejo en el sentido de que un Miembro ha incumplido las obligaciones que le impone este Convenio especificará la naturaleza de la infracción.

3. El Consejo, siempre que como consecuencia de una reclamación o de otro modo llegue a la conclusión de que un Miembro ha infringido este Convenio, podrá, por votación especial y sin perjuicio de las demás medidas expresamente previstas en otros artículos de este Convenio:

a) suspender a ese Miembro en sus derechos de voto en el Consejo y en el Comité Ejecutivo; y, si lo considera necesario,

b) suspender otros derechos de ese Miembro, incluidos el de poder ser designado para una función oficial en el Consejo o en cualquiera de sus comités o el de ejercer tal función, hasta que haya cumplido sus obligaciones; o, si la infracción entorpece seriamente el funcionamiento de este Convenio,

c) adoptar la medida prevista en el artículo 80.

CAPITULO XIX - DISPOSICIONES FINALES

Artículo 72

Firma

Este Convenio estará abierto en la Sede de las Naciones Unidas, desde el 28 de octubre hasta el 31 de diciembre de 1977, a la firma de todo gobierno invitado a la Conferencia de las Naciones Unidas sobre el Azúcar, 1977.

Artículo 73

Ratificación, aceptación y aprobación

1. Este Convenio estará sujeto a ratificación, aceptación o aprobación por los gobiernos signatarios, de conformidad con sus respectivos procedimientos constitucionales.

2. Los instrumentos de ratificación, aceptación o aprobación serán depositados en poder del Secretario General de las Naciones Unidas a más tardar el 31 de diciembre de 1977. El Consejo creado en el Convenio Internacional del Azúcar, 1973, prorrogado, o el Consejo creado por este Convenio podrá, no obstante, conceder prórrogas a los gobiernos signatarios que no puedan depositar sus instrumentos en esa fecha.

Artículo 74

Notificación de aplicación provisional

1. Todo gobierno signatario que tenga intención de ratificar, aceptar o aprobar este Convenio, o todo gobierno para el que el Consejo haya establecido condiciones de adhesión pero que todavía no haya podido depositar su instrumento, podrá en todo momento notificar al Secretario General de las Naciones Unidas que aplicará este Convenio con carácter provisional, bien cuando éste entre en vigor conforme al artículo 75, bien, si está ya en vigor, en la fecha que se especifique.

2. Todo gobierno que haya notificado conforme al párrafo 1 de este artículo que aplicará este Convenio, bien cuando éste entre en vigor, bien, si está ya en vigor, en la fecha que se especifique, será desde ese momento Miembro provisional hasta la fecha en que deposite su instrumento de ratificación, aceptación, aprobación o adhesión y se convierta así en Miembro.

Artículo 75

Entrada en vigor

1. Este Convenio entrará definitivamente en vigor el 1º de enero de 1978, o en cualquier otra fecha dentro de los seis meses siguientes, si para esa fecha varios gobiernos que reúnan por lo menos el 55% de los votos de los países exportadores y el 65% de los votos de los países importadores, conforme a la distribución establecida en el anexo V, han depositado sus instrumentos de ratificación, aceptación, aprobación o adhesión en poder del Secretario General de las Naciones Unidas. También entrará definitivamente en vigor en cualquier fecha posterior en la que, hallándose en vigor con carácter provisional, se cumplan dichos requisitos relativos a los porcentajes mediante el depósito de instrumentos de ratificación, aceptación, aprobación o adhesión.

2. Este Convenio entrará en vigor provisionalmente el 1º de enero de 1978, o en cualquier otra fecha dentro de los dos meses siguientes, si para esa fecha varios gobiernos que cumplan los requisitos de porcentajes establecidos en el párrafo 1 de este artículo han depositado sus instrumentos de ratificación, aceptación, aprobación o adhesión o han notificado conforme al artículo 74 que aplicarán provisionalmente este Convenio.

3. Los gobiernos que hayan depositado instrumentos de ratificación, aceptación, aprobación o adhesión, o que hayan depositado notificaciones de aplicación provisional, para el 1º de junio de 1978 o para la fecha ulterior que determine el Consejo, aplicarán a partir del 1º de enero de 1978 para el primer año-cuota las disposiciones de este Convenio relativas a regulación de las exportaciones, existencias especiales e importaciones procedentes de no miembros, excepto en la medida en que tal aplicación, en el caso de un Miembro importador, no fuera posible por no disponerse de la autorización legal nacional antes de que tal gobierno llegue a ser Miembro o Miembro provisional.

4. El 1º de enero de 1978, o en cualquier otra fecha dentro de los 12 meses siguientes, y al final de cada período ulterior de seis meses durante el cual este Convenio haya estado provisionalmente en vigor, los gobiernos de cualesquiera de los países que hayan depositado instrumentos de ratificación, aceptación, aprobación o adhesión podrán decidir poner definitivamente en vigor entre ellos este Convenio, en su totalidad o en parte. Dichos gobiernos y los gobiernos que hayan depositado instrumentos de aplicación provisional podrán asimismo decidir que este Convenio entre provisionalmente en vigor, si no está ya provisionalmente en vigor, que continúe provisionalmente en vigor o que caduque.

Artículo 76

Adhesión

1. Podrán adherirse a este Convenio, en las condiciones que el Consejo establezca, los gobiernos de todos los Estados. La adhesión se efectuará mediante el depósito de un instrumento de adhesión en poder del Secretario General de las Naciones Unidas. En los instrumentos de adhesión se declarará que el gobierno acepta todas las condiciones establecidas por el Consejo.

2. Al establecer las condiciones a que se refiere el párrafo 1 de este artículo, el Consejo podrá fijar, por votación especial, un tonelaje básico de exportación o un derecho de exportación que se considerarán incluidos en el anexo I o en el anexo II, según proceda:

a) respecto de un país no enumerado en ninguno de esos dos anexos;

b) respecto de un país que esté enumerado en cualquiera de esos dos anexos pero que no se haya adherido dentro de los 12 meses siguientes a la fecha de la entrada en vigor de este Convenio, con la salvedad de que, si ese país está mencionado en el anexo I y se adhiere a este Convenio dentro de los 12 meses siguientes a la fecha de su entrada en vigor, se le aplicará la cifra del tonelaje básico de exportación especificada en dicho anexo para ese país.

3. En el caso de que la CEE se adhiera a este Convenio, no se aplicarán necesariamente las condiciones del párrafo 2 de este artículo. En lugar de ello, el Consejo podrá establecer, por votación especial, las condiciones especiales que resulten mutuamente aceptables, incluido el establecimiento del derecho de voto pertinente, habida cuenta de los objetivos de este Convenio.

4. Hasta que entre en vigor este Convenio, el Consejo creado en el Convenio Internacional del Azúcar, 1973, prorrogado, podrá establecer las condiciones a que se refiere el párrafo 1 de este artículo, a reserva de su confirmación por el Consejo creado en este Convenio.

Artículo 77

Aplicación territorial

1. Todo gobierno podrá declarar, en el momento de la firma o del depósito de un instrumento de ratificación, aceptación, aprobación o adhesión, o en cualquier momento posterior, mediante notificación dirigida al Secretario General de las Naciones Unidas que este Convenio:

a) se aplicará también a cualquiera de los territorios en desarrollo de cuyas relaciones internacionales tenga por el momento la responsabilidad última y que haya notificado a ese gobierno que desea participar en este Convenio; o

b) se aplicará solamente a cualquiera de los territorios en desarrollo de cuyas relaciones internacionales tenga por el momento la responsabilidad última y que haya notificado a ese gobierno que desea participar en este Convenio;

y este Convenio se hará extensivo a los territorios mencionados en la notificación a partir de la fecha de la misma si este Convenio ya ha entrado en vigor para ese gobierno, o de la fecha en que este Convenio entre en vigor para ese gobierno si la notificación es anterior. Todo gobierno que haya hecho una notificación conforme al apartado b) de este párrafo podrá retirar ulteriormente esa notificación y cursar una o varias notificaciones al Secretario General de las Naciones Unidas conforme al apartado a) de este párrafo.

2. Cuando un territorio al que se haya hecho extensivo este Convenio conforme al párrafo 1 de este artículo asuma posteriormente la responsabilidad de sus relaciones internacionales, el gobierno de ese territorio podrá, dentro de los 90 días después de haber asumido la responsabilidad de sus relaciones internacionales, declarar mediante notificación dirigida al Secretario General de las Naciones Unidas que ha asumido los derechos y obligaciones correspondientes a una Parte Contratante en este Convenio. A partir de esa fecha, pasará a ser Parte Contratante en este Convenio. Si esa Parte Contratante es un país exportador y no está enumerada en el anexo I o el anexo II, el Consejo, después de consultar a dicha Parte Contratante, le asignará por votación especial un tonelaje básico de exportación o un derecho de exportación que se considerarán incluidos en el anexo I o en el anexo II, según proceda. Si dicha Parte Contratante está enumerada en el anexo I o en el anexo II, su tonelaje básico de exportación o su derecho de exportación, según sea el caso, será el especificado allí.

3. Toda Parte Contratante que desee ejercer los derechos que le confiere el artículo 4 con respecto a cualquiera de los territorios de cuyas relaciones internacionales tenga por el momento la responsabilidad última podrá hacerlo mediante notificación al efecto dirigida al Secretario General de las Naciones Unidas, bien al efectuar el depósito de su instrumento de ratificación, aceptación, aprobación o adhesión, bien en cualquier otro momento posterior. Si el territorio que adquiere la condición de Miembro es un Miembro exportador y no está enumerado en el anexo I o en el anexo II, el Consejo, después de consultar a ese Miembro, le asignará por votación especial un tonelaje básico de exportación o un derecho de exportación que se considerarán incluidos en el anexo I o en el anexo II, según proceda. Si dicho territorio está mencionado en el anexo I o en el anexo II, su tonelaje básico de exportación o su derecho de exportación, según sea el caso, será el especificado allí.

4. Cualquier Parte Contratante que haya hecho una notificación conforme a los apartados a) o b) del párrafo 1 de este artículo podrá en cualquier momento posterior, mediante notificación dirigida al Secretario General de las Naciones Unidas, declarar de conformidad con los deseos del territorio que este Convenio deja de aplicarse al territorio mencionado en la notificación, y en tal caso este Convenio dejará de aplicarse a ese territorio desde la fecha de tal notificación.

5. Una Parte Contratante que haya hecho una notificación conforme a los apartados a) o b) del párrafo 1 de este artículo seguirá teniendo la responsabilidad última en cuanto al cumplimiento de las obligaciones emanadas de este Convenio por los territorios que conforme a lo dispuesto en este artículo y en el artículo 4 sean separadamente Miembros de la Organización, mientras tales territorios no hagan una notificación conforme al párrafo 2 de este artículo.

Artículo 78

Reservas

1. No podrán hacerse reservas distintas de las mencionadas en los párrafos 2, 3 y 4 de este artículo en relación con ninguna de las disposiciones de este Convenio.

2. Todo gobierno que era Parte en el Convenio Internacional del Azúcar, 1973, prorrogado, con una o varias reservas al Convenio Internacional del Azúcar, 1968, o al Convenio Internacional del Azúcar, 1973, prorrogado, podrá en el momento de la firma, ratificación, aceptación o aprobación de este Convenio, o en el de la adhesión al mismo, formular reservas análogas, en cuanto a sus términos o a sus efectos, a las reservas antes mencionadas.

3. Todo gobierno que tenga derecho a ser Parte en este Convenio podrá, en el momento de la firma, ratificación, aceptación, aprobación o adhesión, formular reservas que no afecten al funcionamiento económico de este Convenio. Toda controversia respecto a si este párrafo se aplica a una reserva determinada se resolverá conforme al procedimiento establecido en el artículo 70.

4. En todos los demás casos en que se formulen reservas, el Consejo las examinará y, por votación especial, decidirá si han de aceptarse o no y, en caso afirmativo, en qué condiciones. Dichas reservas sólo entrarán en vigor una vez que el Consejo haya tomado una decisión al respecto. Esas reservas serán depositadas ante el Secretario General de las Naciones Unidas al notificarse la decisión del Consejo.

Artículo 79

Retiro

1. Cualquier Miembro podrá retirarse de este Convenio en cualquier momento después de la entrada en vigor de este Convenio notificando por escrito su retiro al Secretario General de las Naciones Unidas. Ese Miembro deberá informar simultáneamente al Consejo de la decisión que ha tomado.

2. El retiro conforme a este artículo tendrá efecto 30 días después de que el Secretario General de las Naciones Unidas reciba dicha notificación.

Artículo 80

Exclusión

El Consejo, si estima que un Miembro ha incumplido las obligaciones contraídas en virtud de este Convenio y decide además que tal incumplimiento entorpece el funcionamiento de este Convenio, podrá excluir, por votación especial, a dicho Miembro de la Organización. El Consejo notificará inmediatamente al Secretario General de las Naciones Unidas esta decisión. Noventa días después de la fecha de la decisión del Consejo, ese Miembro dejará de ser Miembro de la Organización.

Artículo 81

Liquidación de las cuentas en caso de retiro o de exclusión

1. En caso de retiro o exclusión de un Miembro, el Consejo procederá, en su caso, a la liquidación de las cuentas. La Organización retendrá las cantidades ya abonadas por cualquier Miembro que se retire o sea excluido. Este Miembro estará obligado a pagar toda cantidad que adeude a la Organización en el momento de tener efecto tal retiro o exclusión, y quedará obligado a restituir al Fondo establecido conforme al artículo 49 los préstamos que éste le haya concedido; sin embargo, en el caso de que un Miembro no pueda aceptar una enmienda y, por lo tanto, deje de participar en la Organización conforme a lo dispuesto en el párrafo 2 del artículo 82, el Consejo podrá decidir cualquier liquidación de cuentas que considere equitativa.

2. El Miembro que se haya retirado o haya sido excluido, o que haya cesado por otra causa de participar en la Organización, no tendrá derecho, al expirar este Convenio, a recibir ninguna parte del producto de la liquidación o de otros haberes de la Organización ni ninguna parte de los haberes del Fondo establecido conforme al artículo 49; tampoco responderá de parte alguna del déficit que pudieran tener la Organización o el Fondo al terminar este Convenio.

Artículo 82

Modificación

1. El Consejo podrá, por votación especial, recomendar a las Partes que se modifique este Convenio. El Consejo podrá fijar un plazo al término del cual cada Parte deberá notificar al Secretario General de las Naciones Unidas que acepta la modificación. Esta modificación entrará en vigor 100 días después de que el Secretario General de las Naciones Unidas haya recibido notificaciones de aceptación de Partes que reúnan al menos 850 del total de votos de los Miembros exportadores y representen al menos tres cuartos de dichos Miembros y de Partes que reúnan al menos 800 del total de votos de los Miembros importadores y representen al menos tres cuartos de dichos Miembros o en la fecha posterior que el Consejo haya determinado por votación especial. El Consejo podrá fijar un plazo para que cada Parte notifique al Secretario General de las Naciones Unidas su aceptación de la modificación; si transcurrido dicho plazo la modificación no hubiera entrado en vigor, se considerará retirada. El Consejo proporcionará al Secretario General la información necesaria para determinar si las notificaciones de aceptación recibidas son suficientes para que la modificación entre en vigor.

2. Todo Miembro en cuyo nombre no se haya notificado la aceptación de una modificación antes de la fecha en que ésta entre en vigor dejará en esa fecha de participar en este Convenio, a menos que pruebe, a satisfacción del Consejo, que por dificultades de procedimientos constitucionales no se pudo conseguir a tiempo su aceptación, y que el Consejo decida prorrogar respecto de tal Miembro el plazo fijado para la aceptación. Ese Miembro no estará obligado por la modificación hasta que haya notificado su aceptación de la misma.

Artículo 83

Duración, prórroga y terminación

1. Este Convenio permanecerá en vigor hasta que finalice el quinto año-cuota a partir de su entrada en vigor, a menos que haya sido prorrogado conforme al párrafo 2 de este artículo o que se declare terminado con anterioridad conforme al párrafo 3 de este artículo.

2. Antes de finalizar el quinto año-cuota, el Consejo podrá, por votación especial, prorrogar este Convenio durante otro período que no exceda de dos años-cuota. El Consejo notificará tal prórroga al Secretario General de las Naciones Unidas. Sin perjuicio de lo dispuesto en el párrafo 2 del artículo 79, un Miembro que no desee participar en este Convenio, prorrogado conforme a este artículo, podrá retirarse de este Convenio al finalizar el quinto año-cuota comunicando por escrito su retiro al Secretario General de las Naciones Unidas. Dicho Miembro informará en consecuencia al Consejo.

3. El Consejo podrá en cualquier momento, por votación especial, declarar terminado este Convenio con efecto a partir de la fecha y con sujeción a las condiciones que establezca. En tal caso, el Consejo continuará en funciones durante el tiempo que sea necesario para llevar a cabo la liquidación de la Organización y tendrá los poderes y ejercerá las funciones que sean necesarios a tal efecto.

Artículo 84

Medidas transitorias

1. Las acciones, las obligaciones y las omisiones que, conforme al Convenio Internacional del Azúcar, 1973, prorrogado, y en relación con la aplicación de dicho Convenio, debían tener consecuencias en un año posterior producirán las mismas consecuencias conforme a este Convenio que si las disposiciones del Convenio de 1973, prorrogado, continuaran en vigor a estos efectos.

2. No obstante lo dispuesto en el párrafo 1 del artículo 40 y en el párrafo 1 de este artículo, el Consejo establecerá la cuota global para el año-cuota 1978 en su primera reunión de 1978. Por otra parte, el presupuesto administrativo para 1978 será aprobado provisionalmente por el Consejo del Convenio Internacional del Azúcar, 1973, prorrogado, en su última reunión ordinaria de 1977, a reserva de su confirmación por el Consejo de este Convenio en su primera reunión de 1978.

Artículo 85

Textos auténticos de este Convenio

Los textos en chino, español, francés, inglés y ruso de este Convenio son igualmente auténticos. Los originales quedarán depositados en los archivos de las Naciones Unidas.

EN FE DE LO CUAL los infrascritos, debidamente autorizados al efecto por sus gobiernos respectivos, han firmado este Convenio en las fechas que figuran junto a sus firmas.

ANEXO I

TONELAJES BASICOS DE EXPORTACION ESTABLECIDOS
CONFORME AL PARRAFO 1 DEL ARTICULO 34

	Miles de toneladas Valor en bruto
Argentina	450
Australia	2 350
Austria	80
Bolivia	90
Brasil	2 350
Colombia	75
Costa Rica	105
Cuba	2 500
Checoslovaquia	175
Ecuador	80
El Salvador	145
Fiji	125
Filipinas	1 400
Guatemala	300
Guyana	145
India	825
Jamaica	130
Mauricio	175
México	75
Mozambique	100
Nicaragua	125
Panamá	90
Perú	350
Polonia	300
República Dominicana	1 100
Sudáfrica	875
Swazilandia	105
Tailandia	1 200
Trinidad y Tabago	85

ANEXO II

LISTA DE PAISES Y TERRITORIOS EXPORTADORES CON UN DERECHO DE EXPORTACION ANUAL DE 70.000 TONELADAS

Bangladesh
Barbados
Belize
San Cristóbal-Nieves-Anguila
Congo
Etiopía
Haití
Honduras
Hungría
Indonesia
Madagascar
Malawi
Paraguay
República Unida del Camerún
República Unida de Tanzanía
Rumania
Sudán
Turquía
Uganda
Uruguay
Venezuela
Zambia

ANEXO III

1. A los efectos de este Convenio, las disposiciones relativas a los Miembros exportadores en desarrollo se aplicarán a todos los Miembros exportadores situados en:

a) América Latina, incluida la zona de las Antillas Mayores;

b) Africa, excepto Sudáfrica;

c) Asia; y

d) Oceanía, excepto Australia;

y a Rumania.

2. Los Miembros a los que se aplicarán las disposiciones de este Convenio relativas a los Miembros importadores en desarrollo serán determinados por el Consejo a la luz de la lista de importadores de este Convenio.

ANEXO IV

PAISES MENOS ADELANTADOS, CONFORME A LA DEFINICION DE LAS NACIONES UNIDAS, AL 7 DE OCTUBRE DE 1977

Afganistán
Alto Volta
Bangladesh
Benin
Bhután
Botswana
Burundi
Chad
Etiopía
Gambia
Guinea
Haití
Imperio Centroafricano
Lesotho
Malawi
Maldivas
Malí
Nepal
Níger
República Democrática Popular Lao
República Unida de Tanzanía
Rwanda
Samoa Occidental
Somalia
Sudán
Uganda
Yemen
Yemen Democrático

ANEXO V

LISTA DE LOS PAISES Y TERRITORIOS EXPORTADORES E IMPORTADORES
Y ASIGNACION DE VOTOS A LOS EFECTOS DEL ARTICULO 75

EXPORTADORES

Argentina	24
Australia	81
Austria	6
Bangladesh	5
Barbados	5
Belize	5
Guyana	7
Jamaica	7
San Cristóbal-Nieves-Anguila	5
Trinidad y Tabago	5
Bolivia	5
Brasil	112
Colombia	11
Comunidad Económica Europea	124
Congo	5
Costa Rica	5
Cuba	118
Checoslovaquia	11
Ecuador	5
El Salvador	6
Etiopía	5
Fiji	6
Filipinas	58
Guatemala	11
Haití	5
Honduras	5
Hungría	5
India	63
Indonesia	10
Madagascar	5
Malawi	5
Mauricio	12
México	27
Mozambique	5
Nicaragua	5
Pakistán	6
Panamá	5
Paraguay	5
Perú	17
Polonia	22
República Dominicana	36
República Unida del Camerún	5
República Unida de Tanzanía	5
Rumania	5
Sudáfrica	38
Sudán	5
Swazilandia	5

ANEXO V (continuación)

Tailandia	39
Turquía	8
Ugarda	5
Uruguay	5
Venezuela	5
Zambia	5
Total	1 000

IMPORTADORES

Alto Volta	5
Argelia	27
Bulgaria	12
Canadá	66
Costa de Marfil	5
Chile	9
Egipto	12
España	24
Estados Unidos de América	297
Finlandia	9
Ghana	5
Iraq	25
Israel	11
Jamahiriya Arabe Libia	8
Japón	184
Kenya	5
Malasia	23
Marruecos	19
Nigeria	10
Noruega	10
Nueva Zelandia	12
Portugal	21
República Arabe Siria	13
República de Corea	16
República Democrática Alemana	5
Singapur	5
Somalia	5
Sri Lanka	5
Suecia	6
Suiza	14
Túnez	11
Unión de Repúblicas Socialistas Soviéticas	105
Yugoslavia	11
Zaire	5
Total	1 000

附件五（续）

进口者

阿尔及利亚	27
保加利亚	12
加拿大	66
智利	9
埃及	12
芬兰	9
德意志民主共和国	5
加纳	5
伊拉克	25
以色列	11
象牙海岸	5
日本	184
肯尼亚	5
阿拉伯利比亚民众国	8
马来西亚	23
摩洛哥	19
新西兰	12
尼日利亚	10
挪威	10
葡萄牙	21
大韩民国	16
新加坡	5
索马里	5
西班牙	24
斯里兰卡	5
瑞典	6
瑞士	14
阿拉伯叙利亚共和国	13
突尼斯	11
苏维埃社会主义共和国联盟	105
美利坚合众国	297
上沃尔特	5
南斯拉夫	11
扎伊尔	5
总计	1,000

附件五（续）

印度尼西亚	10
马达加斯加	5
马拉维	5
毛里求斯	12
墨西哥	27
莫桑比克	5
尼加拉瓜	5
巴基斯坦	6
巴拿马	5
巴拉圭	5
秘鲁	17
菲律宾	58
波兰	22
罗马尼亚	5
南非	38
苏丹	5
斯威士兰	5
泰国	39
土耳其	8
乌干达	5
喀麦隆联合共和国	5
坦桑尼亚联合共和国	5
乌拉圭	5
委内瑞拉	5
赞比亚	5
总计	1,000

附 件 五

出口和进口国家和地区的名单及为第七十五条的目的而分配的表决票数

出口者

阿根廷	24
澳大利亚	81
奥地利	6
孟加拉国	5
巴巴多斯	5
伯利兹	5
圭亚那	7
牙买加	7
圣基茨—尼维斯—安圭拉	5
特立尼达和多巴哥	5
玻利维亚	5
巴西	112
哥伦比亚	11
刚果	5
哥斯达黎加	5
古巴	118
捷克斯洛伐克	11
多米尼加共和国	36
厄瓜多尔	5
萨尔瓦多	6
埃塞俄比亚	5
欧洲经济共同体	124
斐济	6
危地马拉	11
海地	5
洪都拉斯	5
匈牙利	5
印度	63

附 件 四

符合联合国定义的最不发达国家

一九七七年十月七日

阿富汗
孟加拉国
贝宁
不丹
博茨瓦纳
布隆迪
中非帝国
乍得
民主也门
埃塞俄比亚
冈比亚
几内亚
海地
老挝人民民主共和国
莱索托
马拉维
马尔代夫
马里
尼泊尔
尼日尔
卢旺达
索马里
苏丹
乌干达
坦桑尼亚联合共和国
上沃尔特
西萨摩亚
也门

附 件 三

1．本协定有关发展中出口成员的规定，适用于下列地区的所有出口成员：

(a) 拉丁美洲，包括大加勒比地区；

(b) 非洲，不包括南非；

(c) 亚洲；

(d) 大洋洲，不包括澳大利亚；

并适用于罗马尼亚。

2．本协定有关发展中进口成员的规定适用于哪些成员，由理事会参考本协定的进口成员名单加以决定。

附 件 二

每年出口保障额为7万吨的出口国家和地区

孟加拉国
巴巴多斯
伯利兹
圣基茨－尼维斯－安圭拉
刚果
埃塞俄比亚
海地
洪都拉斯
匈牙利
印度尼西亚
马达加斯加
马拉维
巴拉圭
罗马尼亚
苏丹
土耳其
乌干达
喀麦隆联合共和国
坦桑尼亚联合共和国
乌拉圭
委内瑞拉
赞比亚

附 件 一

按照第三十四条第1款规定的基本出口吨数

	千吨（粗值）
阿根廷	450
澳大利亚	2,350
奥地利	80
玻利维亚	90
巴西	2,350
哥伦比亚	75
哥斯达黎加	105
古巴	2,500
捷克斯洛伐克	175
多米尼加共和国	1,100
厄瓜多尔	80
萨尔瓦多	145
斐济	125
危地马拉	300
圭亚那	145
牙买加	130
特立尼达和多巴哥	85
印度	825
毛里求斯	175
墨西哥	75
莫桑比克	100
尼加拉瓜	125
巴拿马	90
秘鲁	350
菲律宾	1,400
波兰	300
南非	875
斯威士兰	105
泰国	1,200

3. 理事会可随时以特别表决决定终止本协定。 终止日期和条件由理事会规定。遇此情况，理事会应在本组织清理工作所需期间内继续存在，并具有清理工作所必需的职责和权力。

第八十四条

过渡措施

1. 倘按照延长的一九七三年国际糖协定，为实施该协定而已做、待做或漏做的任何事项的后果于以后一年度生效，此等后果在本协定下的效力一如延长的一九七三年协定的条款为此而继续有效。

2. 尽管有第四十条第1款和本条第1款的规定，一九七八限额年度的全球总限额应由理事会一九七八年第一届会议规定。 此外，一九七八年度行政预算也应暂由延长的一九七三年国际糖协定的理事会在一九七七年最后一届常会上通过，但须经本协定理事会一九七八年第一届会议加以确认。

第八十五条

本协定的有效文本

本协定的中文本、英文本、法文本、俄文本和西班牙文本均具同等效力。 正本存放于联合国档案库内。

为此，下列代表经各自政府正式授权，于签字侧面所载日期签署本公约，以资证明。

2. 退出、除名或因他故停止参加本组织的成员，无权分享本组织清理后收益或其他资产，也无权分享按照第四十九条设立的基金的资产，并不分担本协定终止时本组织或基金的亏损。

第八十二条

修正案

1. 理事会得以特别表决向各缔约方建议本协定的修正案。 理事会可规定时间，每一缔约方应在该规定时间后向联合国秘书长提出接受该修正案的通知。 在拥有出口成员总票数中至少八百五十票并至少代表四分之三的出口成员的缔约方、以及拥有进口成员总票数中至少八百票并至少代表四分之三的进口成员的缔约方将接受通知送达联合国秘书长后一百日，或在理事会以特别表决决定的较迟日期，修正案开始生效。 理事会可规定时间，每一缔约方应在该规定时间内向联合国秘书长提出接受该修正案的通知，如至该时修正案仍未生效，即应视为撤回。 理事会应向秘书长提供必要的情报，以确定所收到的接受通知是否已足以使修正案生效。

2. 至修正案生效日尚未提出接受通知的任何成员，自该日起停止参加本协定，除非该成员向理事会证实，无法及时提出接受通知，是由于完成宪法程序上的困难，且经理事会决定延长该成员的接受期间。 此种成员在提出接受修正案的通知之前，不受该修正案约束。

第八十三条

有效期、延长、终止

1. 本协定除根据本条第2款予以延长或根据本条第3款提前终止外，将保持有效，截至生效后第五个限额年度结束时为止。

2. 理事会可于第五个限额年度结束前，以特别表决延长本协定，延长期间不得超过两年。 理事会应将此种延长通知联合国秘书长。 尽管有第七十九条第2款的规定，成员如不愿参加根据本条予以延长的本协定，可向联合国秘书长提出书面退出通知，于第五个限额年度结束时退出本协定。 此种成员应向理事会提出相应通知。

3. 任何有权成为本协定缔约方的政府，可于签署、批准、接受、认可或加入时，提出不影响本协定的经济作用的保留。 关于某项保留是否属于本款范围的任何争议，应按照第七十条的程序解决。

4. 任何其他保留应由理事会加以审查，并以特别表决决定是否接受，和按照何种条件接受。 此种保留须经理事会作出有关决定后才生效，并应于理事会提出有关其决定的通知时送交联合国秘书长存放。

第七十九条

退 出

1. 任何成员均可于本协定生效后的任何时候向联合国秘书长提出书面退出通知，退出本协定。 该成员应同时将其行动通知理事会。

2. 本条规定的退出，于联合国秘书长收到通知后三十日生效。

第八十条

除 名

如理事会查明任何成员不履行本协定规定的义务，并决定此种行为对本协定的施行大有损害，得以特别表决将该成员由本组织除名。 理事会应立即将此种决定通知联合国秘书长。 理事会作出决定后九十日，该成员即停止为本组织成员。

第八十一条

清算退出或除名成员的帐目

1. 理事会应决定同退出或除名成员清算帐目的方式。 本组织保有退出或除名成员已付的任何款项。 此种成员有支付其退出或除名生效时所欠本组织款项的义务，也有偿还按照第四十九条所设基金给予该退出或除名成员的贷款的义务。 成员因不能接受一项修正案而按照第八十二条第2款的规定停止参加本组织时，理事会可决定它认为公平的清算帐目方式。

2. 根据本条第1款适用本协定的地区日后自负国际关系方面的责任时，该地区政府可于自负国际关系责任之日起九十日内通知联合国秘书长，声明承担本协定缔约方的权利和义务，并于通知之日起成为本协定的缔约方。 如果此种缔约方是出口国，且尚未列入附件一或附件二，理事会应在同该缔约方协商后，以特别表决规定其基本出口吨数或出口保障额，并按情况视为列入附件一或附件二。 如果此种缔约方已列入附件一或附件二，则其基本出口吨数或出口保障额应按照附件的规定。

3. 任何缔约方如欲就暂时由其负国际关系方面最后责任的任何地区，行使第四条范围内的权利，可于交存批准书、接受书、认可书或加入书时，或于其后任何时候，通知联合国秘书长。 如成为独立成员的地区是出口成员，且尚未列入附件一或附件二，理事会应在同该成员协商后，以特别表决规定其基本出口吨数或出口保障额，并按情况视为列入附件一或附件二。 如果此种地区已列入附件一或附件二，则其基本出口吨数或出口保障额应按照附件的规定。

4. 任何曾根据本条第1款(a)项或(b)项提出通知的缔约方，可于其后任何时候，按照该地区的要求通知联合国秘书长，声明本协定停止对通知中所指地区适用。 本协定应于此种通知之日起停止对该地区适用。

5. 曾根据本条第1款(a)项或(b)项提出通知的缔约方，对于按照本条和第四条的规定成为本组织独立成员的地区履行本协定范围内义务的情况，仍应负最后责任，至此种地区根据本条第2款提出通知时为止。

第七十八条

保 留

1. 除本条第2、3、4各款所述者外，不得对本协定的任何条款提出保留。

2. 为延长的一九七三年国际糖协定缔约方的政府，如曾对一九六八年国际糖协定或延长的一九七三年国际糖协定提出过一项或一项以上的保留，可于签署、批准、接受、认可或加入本协定时，提出同以前各项保留的措辞或效力相同的保留。

2. 理事会在规定本条第1款所述条件时，得以特别表决规定下列国家的基本出口吨数或出口保障额，并应按情况视为列入附件一或附件二：

(a) 尚未列入上述附件的国家；

(b) 已列入上述附件，但未在本协定生效日起十二个月内加入的国家；若该国已列于附件一，并在本协定生效日起十二个月内加入，则应适用附件一所规定的该国基本出口吨数。

3. 欧洲经济共同体加入时不一定适用本条第2款的条件。 理事会得考虑到本协定的宗旨，以特别表决规定双方可接受的特别条件，包括规定适当的表决权。

4. 在本协定生效前，延长的一九七三年国际糖协定的理事会可规定本条第1款所述条件，但须经本协定的理事会确认。

第七十七条

地区的适用

1. 任何政府可在签字时，或在交存批准书、接受书、认可书或加入书时，或在其后任何时候，通知联合国秘书长，声明本协定：

(a) 也适用于任何暂时由该国政府负国际关系方面最后责任的、并已通知该国政府希望参加本协定的发展中地区；或

(b) 只适用于任何暂时由该国政府负国际关系方面最后责任的、并已通知该国政府希望参加本协定的发展中地区；

如本协定已对该国政府生效，则应由通知之日起适用于通知中所列地区；如通知系于本协定对该国生效之前提出，则本协定应于对该国政府生效日起适用于上述地区。 任何政府于按照(b)项提出通知后，可撤回该通知，并可按照(a)项向联合国秘书长提出一项或多项通知。

第七十五条

生 效

1．本协定应于一九七八年一月一日起确定生效，或于其后六个月内任何一日起确定生效，只要到该日已有按照附件五所规定的分配方式占出口国表决票数百分之五十五和进口国表决票数百分之六十五的政府将批准书、接受书、认可书或加入书送交联合国秘书长存放。 本协定也应于上述日期之后的任何时间起确定生效，只要它已暂时生效，而且所交存的批准书、接受书、认可书或加入书也已达到上述规定的百分率。

2．本协定应于一九七八年一月一日起暂时生效，或于其后两个月内任何一日起暂时生效，只要到该日已有达到本条第1款规定百分率的政府交存批准书、接受书、认可书或加入书，或者根据第七十四条通知说它们将暂时实施本协定。

3．在一九七八年六月一日以前，或理事会决定的其后某一日以前交存批准书、接受书、认可书或加入书，或交存暂时实施通知的政府，应于一九七八年一月一日起的第一个限额年度实施本协定有关出口管制、特别储存和从非成员进口的规定。 但进口国在成为成员或暂时成员前，因为缺乏国内法定权力，无法实施上述规定者，不在此限。

4．凡已交存批准书、接受书、认可书或加入书的各国政府，可于一九七八年一月一日，或其后十二个月内的任何一日，以及其后本协定暂时生效期间每六个月的末了时，决定使本协定的全部或一部在彼此间确定生效。 这些政府和已交存暂时实施通知的政府也可决定本协定暂时生效（如尚未暂时生效）、或继续暂时生效、或失效。

第七十六条

加 入

1．本协定对所有各国政府开放，由其按照理事会规定的条件加入。 加入以向联合国秘书长交存加入书为之。 加入书须声明该国政府接受理事会规定的一切条件。

第十九章 — 最后条款

第七十二条

签 字

本协定自一九七七年十月二十八日起，至一九七七年十二月三十一日止，在联合国总部对被邀出席一九七七年联合国糖会议的各国政府开放签字.

第七十三条

批准、接受和认可

1．本协定应由各签字国政府按照本国宪法程序予以批准、接受或认可.

2．批准书、接受书或认可书至迟应在一九七七年十二月三十一日交存联合国秘书长. 不过，延长的一九七三年国际糖协定的理事会或本协定的理事会，可以延长在该日期未能交存文书各签字国政府的交存文书期限.

第七十四条

暂时适用的通知

1．有意批准、接受或认可本协定的签字国政府、或理事会已为其规定加入条件但尚未能交存文书的政府，可在任何时候通知联合国秘书长，表示它将在本协定根据第七十五条生效时、或（如果本协定已经生效）在某一订明的日期，暂时适用本协定.

2．根据本条第1款提出通知，表示将在本协定生效时、或（如果本协定已经生效）在某一订明的日期适用本协定的政府，应自通知提出时成为本协定的暂时成员，直至它交存了批准书、接受书、认可书或加入书从而成为正式成员时为止.

第七十一条

理事会就成员的申诉和不履行义务所采取的行动

1．关于一成员没有履行本协定规定义务的申诉，应在申诉成员的请求下提交理事会；理事会应同有关成员进行协商，然后对争议作出裁决。

2．理事会关于某一成员违反了其根据本协定应负义务的裁决，应明确指出其违约的性质。

3．不论是否基于申诉，如果理事会认为一成员违反了本协定，即可在不妨碍本协定其他条款特别规定的其他措施的情况下，以特别表决：

(a) 中止该成员在理事会和执行委员会中的表决权；如认为必要时，并

(b) 中止该成员的其他权利，包括在理事会或其各委员会内被选举的资格或担任职务的权利，直至其履行义务时为止；如果此种违约行为对本协定的实施造成重大损失，则

(c) 根据本协定第八十条采取行动。

第十八章 — 争议和申诉

第七十条

争 议

1．有关本协定的解释或适用的任何争议如未能在有关成员之间解决，应在为争议当事方的任一成员的请求下，提交理事会决定。

2．在根据本条第1款规定将争议提交理事会的情况下，拥有不少于表决票总和三分之一的成员过半数，得请求理事会，在讨论后就争议各点征求根据本条第3款组成的咨询团的意见，然后再作决定。

3．(a) 除理事会以特别表决另作决定外，咨询团由下列五人组成：

(一) 两人由出口成员提名，其中一人对于处理这类争议具有丰富的经验，另一人则具有法律资望和经验；

(二) 两人由进口成员提名，资格同上；

(三) 主席一人，由本项(一)、(二)两目提名的四人一致同意推选，如四人不能达成一致意见，则由理事会主席选派。

(b) 成员和非成员的国民均有资格成为咨询团人员。

(c) 咨询团人员以个人身分参加工作，不得接受任何国家政府的指示。

(d) 咨询团的费用由本组织支付。

4．咨询团的意见及其理由应提交理事会，理事会考虑了一切有关情况后，以特别表决对争议作出裁决。

第十七章 — 解除义务

第六十九条

解除义务

1．凡由于未经本协定明文规定的特殊情况、或紧急情况、或不可抗力而有必要时，如果理事会因一成员的解释而认为该成员履行本协定规定的某项义务确有重大困难或形成不公平的负担，得以特别表决解除其义务。

2．理事会根据本条第1款解除成员的义务时，应明确规定解除成员此项义务的条件、期间和解除义务的理由。

3．成员境内所存可供出口的糖的数量，在供应国内消费及储存后，超出本协定第九、十两章规定的准许该成员出口总吨数历时一年或一年以上，不应构成向理事会申请解除义务的唯一根据。 对附件一所列各出口成员，根据本条给予的额外出口许可应构成该成员有效限额的一部分，但其后不应根据第十章作出任何调整。 为第三十四条第2款(c)项的目的计算出口实绩时，不应把根据本条给予的额外出口许可包括在内。

第六十七条

关于进、出口和储存的报告

1．理事会应在其议事规则中规定，由执行主任保存有关下列各方面的记录：

(a) 全球总限额和有效限额，及其后这两种限额在整个限额年度中的任何变动；

(b) 有关各出口成员根据它们的有效限额或出口保障额作出的出口，以及这类成员的进口；

(c) 各进口成员的进、出口。

2．议事规则中还应规定各成员定期报告本条第1款(b)、(c)两项所述的资料，并规定本组织应发表这种资料和理事会规定的其他资料。

3．理事会可在任何时候采取措施，以查明各成员和非成员出口或进口的糖数量。这种措施可包括发给原产地证明书和其他出口单据在内。

4．根据第四十六条拥有特别储存的每一出口成员，应将其在每一限额年度的一月一日、四月一日、七月一日和十月一日拥有的作为特别储存的糖数量，在上述日期后三十历日内，报告执行主任。

第六十八条

年度审查

1．理事会应尽可能在每一限额年度内，参照第一条中的宗旨，审查本协定的实施情况，并审查本协定在上一限额年度内对市场及对个别国家、尤其是对发展中国家的经济所产生的影响。 理事会其后应就提高本协定作用的方法，向各成员提出建议。

2．每次年度审查的报告，均应按照理事会决定的格式和方式，予以发表。

第十六章 — 资料、研究和年度审查

第六十六条

资料和研究

1．本组织应作为收集和发表下列资料的中心：

(a) 关于世界上糖的生产、价格、进口、出口、消费和储存的统计资料；

(b) 在认为适当的范围内，关于甜菜或甘蔗的栽培和加工的技术资料及关于使用糖的技术资料。

2．各成员保证提供议事规则中列为使本组织能够根据本协定履行职责所必需的一切统计及其他资料，并保证在议事规则规定的期间内提供这类资料。 必要时，本组织可采用自其他来源取得的有关资料。

3．如理事会提出要求，各成员根据本条第2款提供的资料应包括关于糖的生产、消费、储存、价格和捐税等的定期统计报告在内。 各成员应在实际可行的范围内，尽量详细地提供理事会所要求的资料。 凡足以透露生产、加工或销售糖的人士或公司的经营情况的资料，本组织均不得发表。

4．如一成员未能在合理期间内提供适当执行本组织的职责所需的统计及其他资料，或认为难以提供这类资料时，理事会可要求该有关成员说明未能提供资料的理由。 如果认为需要这方面技术援助，理事会可采取任何必要的措施。

5．本组织应在适当时间发表当前一限额年度的糖生产和消费估计数，每年不得少于两次。

6．本组织可在其认为需要的范围内，促进或从事关于糖生产和分配的经济研究，包括关于糖的产销趋势和预测、出口国和进口国政府的措施对糖生产和消费的影响、增加糖在传统用途和可能的新用途方面的消费机会、实施本协定的规定对糖出口者和进口者包括对它们的贸易条件的影响等。 在促进这类研究时，本组织可同各国际组织和研究机构合作。

2. 每一成员应将其根据本条第1款采取的措施及其效果，定期通知理事会。

3. 理事会应设立一个由出口成员和进口成员组成的糖消费委员会。

4. 糖消费委员会应研究下列事项：

(a) 使用任何形式的糖代用品（包括自然甜剂和各种糖精）对糖消费的影响；

(b) 糖和其他甜剂或生产此种甜剂的原料的相对捐税待遇；

(c) 下列各项对各国糖消费的影响：

(一) 课税和其他限制性措施；

(二) 经济情况，特别是国际收支上的困难；

(三) 气候和其他情况；

(d) 提倡消费的方法，特别是在每人平均消费量低的国家中提倡消费的方法；

(e) 同从事增加糖和有关食品的消费的机构进行合作的方法；

(f) 研究糖、糖副产品和糖料植物的新用途；

并向理事会提出报告。

第十五章 — 与生产和消费有关的措施

第六十三条

劳动标准

各成员应保证本国制糖工业维持公平的劳动标准，并努力提高产糖各部门的农业工人和产业工人以及甘蔗和甜菜种植者的生活水平。

第六十四条

支持措施

1．各成员承认，对糖的生产或销售给予补助，以直接或间接增加糖出口或减少糖进口，可能危及本协定各项宗旨的实现。

2．成员如给予或维持此类补助，包括以任何形式保证收入或支持价格在内，应于每一限额年度内将补助的程度和性质以及需要补助的理由，以书面通知理事会。 本款所指的通知应于理事会要求时提出；每一限额年度内，理事会应按照其议事规则规定的方式和时间，至少提出这种要求一次。

3．凡成员认为其根据本协定所享利益因此类补助而遭受或将遭受严重损害时，给予补助的成员应根据要求，同有关成员或同理事会商讨可否限制补助。 凡有此类事项提交理事会时，理事会可会同有关成员进行审查，作出它认为适当的建议，但应考虑到给予补助的成员的特殊情况。

第六十五条

鼓励消费的措施

1．每一成员应采取它认为适当的行动，以鼓励糖的消费并排除限制糖消费增加的障碍，但要考虑到关税、国内税、财政费和数量管制或其他管制对糖消费的影响，并考虑到估计情况时应计及的一切其他重要因素。

第六十二条

价格的调整

1．理事会应在每一限额年度的第二次常会上审查本协定所述的各项价格。

2．理事会在进行审查时，应考虑到所有可能影响贯彻本协定宗旨的因素，包括：通货膨胀或通货紧缩的影响，汇率变动，糖和他种甜剂的价格、消费、生产、贸易和储存的趋势，世界经济情况或货币制度变动对糖价的影响。 为进行这项审查所需的有关数据，应根据本条第4款的规定提供。

3．理事会可以参照这项审查，按它认为维持本协定宗旨的需要，以特别表决调整下一限额年度的价格，但每磅最低价格和最高价格的差数应始终为 10分。

4．理事会应设立一个价格审查委员会，由四个出口成员和四个进口成员组成，并由执行主任担任主席。 委员会的职权范围如下：

(a) 收集和评价下列数据：

(一) 糖和他种甜剂的价格、消费、生产、贸易和储存；

(二) 世界经济情况或货币制度变动对糖价的影响，包括世界通货膨胀或通货紧缩和汇率变动的影响；

(三) 任何其他可能影响贯彻本协定宗旨的因素；

(b) 在每个限额年度第二次常会召开之前，向理事会提出其调查结果。

5．由于国际经济或货币局势发生剧变而造成特殊情况、或美元价值大幅度涨落时，应召开价格审查委员会来审查这个局势。 委员会认为适当时，可以根据其审查结果，要求召开理事会特别会议，以审议是否应当采取某种行动，包括是否必要调整价格。理事会根据本款作出的任何调整价格的决定，应以特别表决作出，并应立即生效。

6．第八十二条的规定不适用于本条所规定的价格调整。

第十四章 — 价格

第六十一条

日价和时价

1．为本协定的目的，糖的日价指：

(a) 纽约咖啡、糖交易所第十一号糖合同的现货价格和伦敦糖市场第二号合同的日价的平均数；该伦敦糖价应按议事规则所规定的、适当的当时伦敦市场汇率，折成包括加勒比港口理仓费的离岸价格每磅若干分，议事规则并应规定在计算价格时必须考虑到的其他有关因素；或

(b) 如本款(a)项所述两项价格间的差数超出十点时，以该两项价格中较低者加五点。

2．(a) 为本协定的目的，如果任何一交易日的时价在连续五个交易日均高于（或低于）某一水平，并仍旧保持，则该交易日的时价应被视为高于（或低于）此水平。

(b) 时价应被视为仍旧高于（或低于）所指数值，直到按照本款(a)项的条件它低于（或高于）所指数值时为止。

(c) 在满足了本款(a)项的条件而可以适用本协定的某一项规定时，该项规定应按以下的时间实施：

(一) 如果该项规定准许理事会斟酌决定采取异于该项所规定的行动—— 即在满足条件后的第三个交易日起；

(二) 一切其他情况—— 在满足条件后的第二个交易日起。

3．本条第1款(a)项所述两项价格如无一可以查明，或不代表自由市场上以旋光度九十六度为基础的糖价时，理事会应以特别表决决定采用它认为适当的其他标准。 此项标准应以公认的糖交易所现货行情为根据，并应考虑到各该交易所的贸易量及其反映世界价格的程度。

2．出口糖的成员在任何时候对自由市场售糖时，均须在商业平等条件的基础上使进口糖的成员比非成员优先获得供应。

3．出口糖的成员在自由市场上售糖给非成员时所给予的商业条件，不得优于它同时愿意给予在自由市场上进口糖的成员的条件，但要照顾到正常贸易惯例和传统贸易安排。

4．本条规定不禁止任何出口糖的成员给予发展中进口成员较优惠的商业条件。

8．(a) 除理事会另有决定外，一成员根据本条的进口如超出本条所许可的进口量时，其超出部分应自该成员下一限额年度依照本条原可进口数量内扣除。

(b) 在需要按本款(a)项的规定进行扣除，但由于扣除额超出该成员的年度保障额而无法充分执行时，理事会应援用第七十一条。

9．任何成员认为其根据本协定所享利益因非成员的补助出口而遭受或将遭受严重损害时，可以诉诸理事会，理事会应参考一切有关的情况进行审查，并作出建议，以限制该项补助出口对该成员的影响。

10．如一非成员至少从成员进口同等数量的自由市场的粗糖，则本条第1款的限制不适用于从该非成员进口的精制糖。 理事会应规定适用本款时应遵守的条件的具体规则。

第五十八条

进入市场

每一发达的进口成员应确保出口成员所出口的糖能够进入其市场，并应采取它认为适合其本国情况、符合其国内立法的措施，以确保这种能进入其市场的情况。

第五十九条

进口者协同维护价格

理事会认为必要时，应向进口糖的成员建议如何协助出口成员为确保以符合本协定有关规定的价格出售而作出的努力。

第六十条

保证供应

1．出口糖的成员承诺，在不违反传统贸易型式的条件下，以及在其作为出口成员时所应遵守的有效限额或出口保障额的范围内，向进口糖的成员提供足够满足其从自由市场进口需要的糖供应。

3．本条第1、2两款所规定的限制，不适用于下列情况：

(a) 时价每磅高于21分时；除理事会另有决定外，当时价跌至低于每磅19分时，应重新实行本条第1款(a)项和第2款的限制规定；

(b) 本条第1、2两款实施前所购买的、超出该两款限制的进口，但以在重订有关的限制后九十日内装运、并按本条第4款通知执行主任的数量为限。

4．在本条第1、2两款的限制规定尚不适用期间购买、但在重订这种限制后装运的从非成员进口的数量，应由有关成员按照理事会制订的议事规则，通知执行主任。

5．任何成员认为在某一限额年度内不能充分履行其依本条应负的义务，或认为此项义务损害或势将损害它进行的糖再出口贸易或含糖产品出口贸易时，可经理事会以特别表决决定，按照决定所定范围解除其依本条第1款所负的义务。 理事会应按照第六十九条的规定，在议事规则内阐明各成员得免除其依本条第1款所负义务的情况和条件，特别应照顾到惯常贸易中所发生的非常及紧急事例。

6．本条以上各款规定的义务不得减损各成员在本协定生效前同非成员所订的任何与此相抵触的双边或多边义务，只要负有这种抵触性义务的成员以尽可能减少同以上各款所定义务发生冲突的方式履行其抵触性义务。 这些成员应尽速采取步骤，使其各种义务同本条的规定取得一致，并应将各种抵触性义务、以及为尽量减少或消除冲突而采取的步骤的详细情况，通知理事会。

7．理事会应在其议事规则中规定，各成员应就其从非成员的进口，提出通知；以及规定执行主任应提出定期报告，并在每一限额年度终了时提出综合报告，除其他事项外，说明各该报告所涉期间：

(a) 个别非成员向所有目的地出口的糖数量；

(b) 个别成员从非成员进口的数量。

第十三章 — 成员的其他义务和承诺

第五十六条

成员的承诺和进口成员的出口

1．各成员承诺，采取一切必要措施，以便能够履行本协定规定的义务，并彼此通力合作，力求贯彻本协定的宗旨。

2．各进口成员承诺，保证它们同一限额年度中的糖出口总额不超过其进口总额，但第三十八条规定的情况和临时进口的糖不在此限。

第五十七条

从非成员进口

1．除本条第2、3两款另有规定外，各成员应限制其每一限额年度从全部非成员国进口的糖的最高额，不超过其一九七三至一九七六年四年期间从全部非成员国进口的年平均数量（从各该国进口最少的一年不计）的下列百分率：

(a) 在时价高于每磅 11 分时：百分之七十五，但以不违反本条第3款(a)项的规定为限；

(b) 在时价低于每磅 11 分时：百分之五十五。

2．对于来自曾为一九六八年国际糖协定缔约方、但根据第七十二、七十三、七十四和七十六各条的规定无法成为本协定缔约方的国家或地区的进口，不适用本条第1款的限制。 但各成员在每一限额年度中从这种非成员进口的数量不得超过其一九六六——一九六八年、一九七一—— 一九七三年或一九七四—— 一九七六年从上述非成员进口的年平均数量，以三者中最大的数量为准。 理事会如确知本款所指的非成员以有碍本协定宗旨的方式从事糖贸易时，得以特别表决要求有关成员，对其从上述非成员的年进口量适用本条第1款(a)项规定的百分率限制。

第五十五条

与共同基金的关系

在贸发会议商品综合方案范围内建立了一项共同基金后，理事会可审议使本组织充分利用共同基金项下提供的一切资金安排的措施，并就此提出适当的建议。

4．出口成员在没有遵守第四十六条、第五十一条和本条第3款所规定的义务的期间，无权取得基金的贷款。

5．所有贷款和偿还都应以自由兑换货币支付，并不受外汇的限制。

第五十四条

本协定终止时的程序

1．本协定终止时，不应再缴付第五十一条所述的分摊额，基金并应停止贷款。在本协定终止前缴付但在终止后方收到的分摊额，应增列为基金的资产。

2．凡不是在本协定终止前按照第五十三条的规定应向基金偿付的所有贷款，均不必再行偿还。

3．基金的任何债务均以基金所余的资产偿还。 如果这些资产不足以偿付所欠债务，则除理事会以特别表决另作决定外，各成员应按其于本章规定有效时在自由市场净进口和净出口的总累计数中所占比重，摊缴此项不足数额，以偿付基金的债务，但第五十二条第2款规定所排除的债务不计在内。 此种摊缴额应计入有关成员对第二十四条所述本组织行政预算的分摊额。

4．在不违反本条第5款规定的条件下，理事会应以特别表决决定，如何处置基金在清偿一切债务之后所余的资产。 这种处置可以包括把所余资产全部或部分转让给续订的国际糖协定的类似基金。

5．倘进行本条第4款所述的资产转让，任何成员均有权从基金清偿一切债务后所余资产中，得到相当于它于本章规定有效期间在自由市场净进口和净出口的总累计数中所占的份额，但须扣除该成员在本协定终止前按照第五十三条应缴付的数额；凡希望利用这项规定的成员应在理事会按照本条第4款作出决定后三个月内，通知理事会。 同样，凡在该款所述的续订协定生效后六个月之内没有成为该协定缔约方的成员，有权得到它在可能已转让给本条第4款所述类似基金的本储存筹资基金资产中所占的份额。

2．为了使基金能够有过渡资金以应付短期的收支脱节，理事会得以特别表决决定从私人来源、各国政府或国际金融机构借款，但任何成员均不对本组织的这种债务负责。

3．理事会得以特别表决决定，采取适当的步骤来保护（可能时并增加）基金所拥有的、暂时超过为本章目的所需要的资源，但必须采取一切合理步骤来避免损失资源的危险，并确保拥有为本章目的所需的足够的流动资金。

第五十三条

基金的贷出

1．在不违反本章规定的条件下，基金应向按照第四十六条的要求拥有特别储存的每个出口成员提供无息贷款，其数额应按照该条第5款规定的最低储存额每磅每年1.50分计算。 如果基金有足够的资金储备，理事会并得以特别表决授权基金，按照各成员拥有的超过第四十六条第5款规定的最低额的特别储存，提供贷款：首先按照该条第3款规定的总额，其次按照该条第4款的规定。 当储存拥有期间少于一年时，贷款额应同该年中拥有储存的期间成比例。 基金应按季度提供贷款，从本章生效后第一个季度开始；如果基金的资金储备容许的话，应当为可能在本章规定生效前即按照第四十六条建立的特别储存，补发贷款。 有关的出口成员应将此种贷款专用于帮助支付按照第四十六条拥有储存的费用。 理事会得以特别表决调整贷款率，但要考虑到第五十一条第1款规定的限制。

2．基金不得向任何出口成员提供贷款，除非此种成员向基金提出其政府为按照第四十六条第5款规定积存的糖所签发的储存证书，并同意遵照第四十七条查核该项储存。

3．出口成员对于遵照第四十四条第7款从储存中取出以备抛售的糖，应在取出这批糖后九十日内，把因这批糖而取得的贷款偿还基金。 对于未作出这种偿还的出口成员，应按照第二十五条第2、3两款关于未缴付本组织行政预算分摊额的成员的规定办理。

第五十一条

基金的分摊额

1．对于输入和输出各成员关境的自由市场的糖，应按照本条收取基金分摊额。原样粗糖的分摊率为每磅0.28分；白糖和精制糖的分摊率则按照议事规则所规定的因素加以调整。 一九七九年一月一日以后，理事会可随时以特别表决增加或减少分摊率，但须保持基金按照本章所需的支付能力，而且分摊率增加后也不得超过每磅0.33分。如果不再需要以分摊来应付本章所规定的支付，理事会得以特别表决中止分摊。

2．在不违反本条第4款规定的条件下，任何成员不得容许自由市场的糖输入其关境，除非这种进口附有理事会核可的证书，证明已向基金缴付适当的分摊额。

3．在不违反本条第5款规定的条件下，按照第九章享有向自由市场出口保障额的任何出口成员和进口成员，不得容许无法证明最后将由成员进口的自由市场的糖输出其关境，除非这种出口附有理事会核可的证书，证明已向基金缴付适当的分摊额。

4．按照联合国的定义属于最不发达国家类别的进口成员，其用于国内消费的进口不必缴付分摊额，但这些成员必须按议事规则所规定的方式，适用本条第2款的证明程序。

5．理事会应在其议事规则中，就签发标准的分摊额证书和通过合格代理人收取适当的分摊额，作出规定。 此种规则也应确保任何数量的糖都不致两度缴付分摊额；并应考虑到糖贸易的商业惯例，设法避免妨碍糖的流动，同时确保分摊制度的完整性。此种规则中也应包括关于自由市场的糖通过过境国家—— 不论是否在那里进行精制——出口或进口的规定。

6．分摊额应以自由兑换货币缴付，并不受外汇的限制。

第五十二条

基金的其他资源

1．理事会可接受从任何来源向基金作出的无条件自愿捐款。

第十二章 — 储存筹资基金

第四十九条

储存筹资基金的建立

1．储存筹资基金的建立是为了按照第五十三条的规定，向遵守第四十六条而拥有特别储存的出口成员提供资金援助。

2．基金应设在本组织的总部。 基金作为本组织的一个附属机构，亦适用第五条第2款所述的总部协定。

3．基金的经营应符合本章的规定，以及理事会为执行本章条款而以特别表决通过的议事规则、规章和指示。

4．本章条款在本协定生效一百八十日后第一个月的第一日，开始生效。

5．在不违反第八十条规定的条件下，除理事会以特别表决另行决定外，应中止未履行本章规定义务的成员的表决权，直至该成员履行其义务时为止。

第五十条

基金的管理

1．基金的帐户应同本组织的所有其他帐户分开。

2．基金的行政费用从基金帐户中支付，由理事会在第二十四条所述的理事会行政预算外另行核定。

3．基金帐户的审计应符合第二十六条的规定。 如有需要时，理事会或执行主任可安排对这些帐户进行较多次数的审计。

4．理事会在同执行主任协商后，以特别表决任命基金的经理，任用条件由理事会规定。 经理应遵守第二十二条第4、5两款的规定。 他应按照本章的规定和理事会根据第四十九条第3款可能通过的议事规则、规章和指示，就基金的管理对执行主任负责。

(b) 该成员在供应国内消费需要和根据第四十六条保留的特别储存以外拥有的存糖数量，在每年新的收获即将开始之前的某一规定日期（确切日期应同理事会商定），不得超过其上一历年总出口量或其上四个历年平均总出口量的百分之二十，以两者中数额较大者为准。

2．附件一所列的每一出口国家，均应在其成为成员时通知理事会，该国接受本条第1款中所列何种办法适用于该国。

3．根据任何这种出口成员的申请，如果理事会认为情况特殊，确有必要，可以准许该成员拥有超过按本条第1款计得的数量。

4．理事会应在第三十四条第2款所指的再谈判期间，考虑实施本条的规定，必要时还应以特别表决重订本条第1款的限制幅度。

9．根据第四十四条第7款的规定抛售全部或部分特别储存后，如果出口限额或其他限制再度实施，理事会得以特别表决决定，以不同于本条第5款规定的方式补足特别储存。

第四十七条

储存的查核

1．按照第四十六条的规定拥有特别储存的每一出口成员，应向按照第四十九条规定建立的基金提交由该成员政府所发的关于按第四十六条规定所拥有糖数量的储存证书。

2．根据本条第1款规定向基金提交的储存证书，应由理事会所委派并经有关出口成员同意的独立检查员进行实地查核。 理事会应拟订一个查核时间表，规定每年至少应进行一次查核，对每年只有一次糖收获的出口成员，查核时间应订在开始收获前的三十日内。 对有两次或两次以上收获的出口成员，查核的时间应订在每次收获开始前的三十日内，对有连续收成周期的出口成员，每个限额年度应进行至少两次查核。

3．理事会可制订有关查核特别储存的其他规则。

第四十八条

最高储存额

1．附件一所列的每一出口成员保证调整其总产量，务使：

(a) 该成员所拥有的总储存额，除了根据第四十六条保留的特别储存之外，在每年新的收成即将开始之前的某一规定日期（确切日期应同理事会商定），不得超过其上一历年产量或其上四个历年平均产量的百分之二十，以两者中数额较大者为准；或

4. 任何出口成员都可以自愿地额外储存超出本条第3款所规定特别储存额的糖，但以理事会以特别表决批准这项额外储存为限。 在理事会批准这项额外储存后，本协定所规定的一切有关特别储存的权利和义务都将适用于拥有上述额外储存的成员。

5. 为了确保能够尽速建立特别储存，理事会的议事规则应订立关于特别储存的初步建立、维持和按第四十四条第7款的规定抛售后再予补充的规定，并应制订程序以确保履行本条所规定的义务；但在不实施出口限额或其他限制时，不应建立特别储存。除理事会以特别表决另作决定，且不违反本款第一句但书的情况之外，每一有关成员应按照下列方式积存，以达到特别储存的总额：

(a) 在本协定生效、开始实施限额规定后，或按第四十四条第7款的规定抛售特别储存后，头十二个月的储存额不得低于其应储存总额的百分之四十；

(b) 在本协定生效、开始实施限额规定后，或按第四十四条第7款的规定抛售特别储存后，头二十四个月的储存额不得低于其应储存总额的百分之八十；

(c) 储存总额的其余部分应在本协定生效、开始实施限额规定后，或按第四十四条第7款的规定抛售特别储存后的头三十六个月中储足。

6. 出口成员基于特殊情况，认为在某一限额年度无法按本条第5款的规定存足特别储存时，应向理事会陈述实情，理事会得以特别表决为该成员的特别储存额另定一明确期限。

7. 在特殊情况下，理事会得以特别表决批准个别的出口成员在第四十四条第7款规定情况之外，抛售部分特别储存。 在这种情况下，理事会应订定补足规定储存额的时间表。

8. 根据第四十七条进行查核而发现任一出口成员未履行其积存和维持特别储存的义务时，如已实施限额规定，应将该成员未储足的数量从其当年的有效限额中扣除，否则，应于限额规定实施后即从其有效限额中扣除。 一出口成员两次或两次以上不履行其义务时，如已实施限额规定，应将其未储足数量的两倍从其当年的有效限额中扣除，否则，应于限额规定实施后即从其有效限额中扣除。 两次或两次以上不履行义务的出口成员的表决权应予中止，直至该成员履行了义务，理事会决定恢复其表决权时为止。

第十一章 — 储存

第四十六条

特别储存

1．附件一所列各出口国在成为本协定成员时，应根据本条建立特别储存，以满足第四十四条的要求。 附件二所列的任何成员，经通知理事会后，可积存最多1万吨的特别储存，在这种情况下，本协定有关特别储存所规定的一切权利和义务，都将适用于该成员。

2．特别储存应是未承诺出口的糖，并且是不属于供给该出口成员的国内需要或第九章所称的特别安排的糖。 各出口成员可在其本国境内或其他国家境内存放其特别储存，但在任一情况下，其储存额都应按照第四十七条的规定受到查核。

3．(a) 附件一所列各出口国的特别储存总额，应为250万吨，除本款(b)项的规定外，应按各该国基本出口吨数的比例分配。

(b) 在实行本款(a)项所规定的分配和(c)项所规定的调整时，基本出口吨数不超过 18万吨的发展中出口成员的第一个7万吨基本出口吨数应不计算，但任何这类成员可以在成为本协定成员后六个月内通知理事会，按其全部基本出口吨数的比例决定其特别储存额；列于附件二的任何成员，其按照第三十五条第4款规定分配的基本出口吨数不超过 18万吨者，如在分配上述基本出口吨数后六个月内通知理事会，也可以按其全部基本出口吨数的比例决定其特别储存额。 此项通知在本协定有效期间不得撤回。

(c) 如果附件一所列的一个或一个以上的出口国未能在本协定生效后六个月内成为成员，或出口成员名单有所变动时，附件一所列出口成员的特别储存义务，应按各该国基本出口吨数的比例调整，其调整数量以确保附件一所列出口成员的特别储存总额维持250万吨为准，但不得强迫任何成员增加其特别储存额超过列于附件一的出口国都成为本协定成员时所应积存的储存额的百分之七。

2．成员对自由市场的净出口，至限额年度结束时，如不超过其有效限额或出口保障额1万吨以上、或不超过其基本出口吨数或出口保障额的百分之五以上（以两者中数额较小者为准）时，不应视为违反本条第1款的规定。 同样，附件一所列出口成员，如在因实施第四十、四十一和四十四各条而必须削减限额时，已从其原来的有效限额中对自由市场出口或出售超过此项削减后有效限额的糖，因此无法完全实行所规定的限额削减，而该成员在有关限额年度结束时的有效限额也低于削减前的承诺量，则后二者的差额，不应视为违反本条第1款的规定。

3．在本条第2款规定的有关数额内的任何净出口超出额，应从有关成员下一限额年度的有效限额或出口保障额中扣除。

4．在本条第2款规定的有关数额外的任何首次净出口超出额，应同样从有关成员下一限额年度的有效限额中扣除，此项扣除不妨碍第七十一条的规定。

5．附件一所列的出口成员，如再次或多次超过其限额年度结束时的有效限额，应从该成员下一限额年度的有效限额中扣除其超过本条第2款规定的有关数额外的相等数额。 此外，除理事会以特别表决决定作较小幅度的削减外，应从该成员下一限额年度的有效限额中减除与上述超出额相等的数额。 根据本款规定所作的扣除或减除不得妨碍第七十一条的规定。

6．如一限额年度中，有一部分时间不实施限额，但在年度结束前实施或重新实施，而附件一所列出口成员的总出口，已超过其该年度结束前的有效限额时，应算出差额，从下一限额年度的有效限额中扣除，但以下数额不在扣除之列：

(a) 在不实施限额期间出口的数额；

(b) 在不实施限额期间出售而在实施限额期间出口的数额，但这项出口应在出售后九十日内进行。

7．附件一所列每一出口成员和根据第九章或第十章的任何有关规定拥有对自由市场出口保障额的每一成员，应于任何限额年度的四月一日以前，将其前一限额年度的净出口量或出口量通知理事会，使理事会可以确定本条第1款的规定是否得到遵守。

B. 抛售特别储存

7. 除理事会另作决定外，应适用下列规定：

(a) 如时价原低于每磅 19分，其后升至该水平以上，根据第四十六条规定拥有储存的出口成员，应将其根据该条规定拥有的储存迅速在自由市场上出售交运，直至售出额达该条第3款规定的其必须储存总额的三分之一为止；

(b) 如时价升至每磅 20分以上，这些出口成员应将其根据第四十六条规定拥有储存的余额迅速在自由市场上出售交运，直至连先前按本款(a)项抛售的储存合计，售出额达第四十六条第3款规定的其必须储存总额的三分之二为止；

(c) 如时价升至每磅 21分以上，这些出口成员应将其当时根据第四十六条规定拥有储存的余额迅速全部在自由市场上出售交运。

8. 按本条第7款抛售储存时，应适用第六十条第2款所述的优先次序。

9. 根据第四十六条规定拥有储存的出口成员，按本条第7款抛售该项储存时，应通知理事会，并提交列明抛售数量的货运单据副本。

第四十五条

关于限额、出口保障额和净出口超出额的承诺

1. 附件一所列每一出口成员和根据第九或第十章的任何有关规定拥有对自由市场出口保障额的每一成员，应保证在有关限额年度结束时不超过其有效限额或出口保障额。为此，上述出口成员在尚未根据第四十条规定和分配某限额年度的全球总限额时，不得承诺在该限额年度对自由市场出口多于第四十一条为其规定的最低出口保障额。 此外，各该出口成员应采取理事会为保证限额制度得到有效遵守而以特别表决另行制订的措施。

3．除理事会另作决定外，应适用下列规定：

(a) 如时价原在较高水平，其后：

(一) 降至每磅 13分以下时，全球总限额应减百分之五；

(二) 降至每磅 12分以下时，全球总限额应减百分之五；

(三) 降至每磅 11.50 分以下时，全球总限额应减百分之五；

(b) 如时价原在较低水平，其后：

(一) 升至每磅 13分以上时，全球总限额应增百分之五；

(二) 升至每磅 14分以上时，全球总限额应增百分之五；

(三) 升至每磅 14.50 分以上时，全球总限额应增百分之五；

(c) 尽管有本款(a)项的规定，在时价低于每磅 11分时，附件一所列各出口成员的有效限额不得低于第四十一条规定的最低出口保障额。

4．时价为每磅 14至 15分时，理事会可斟酌决定，暂停适用本协定任何条款规定的出口限额或其他出口限制；但时价升至每磅 15分以上时，所有这类限制应立即暂停适用。 反之，时价低于每磅 15分时，理事会可斟酌决定，在某一价格水平上实施或重新实施出口限额或其他出口限制；但时价跌至每磅 14分以下时，这类限制应全部实施。

5．尽管有本条第2、3两款的规定，但某一限额年度的全球总限额水平不得在该年度的最后四十五日内进行调整。

6．执行主任应将本章规定的、附件一所列一切出口成员的有效限额，及其任何变更，通知各该成员。

2．未满限额只能重新分配给附件一所列、有能力接受因重新分配未满限额而使其有效限额增加的出口成员． 在不违反第四十一条第5款、第四十二条第3、4两款和本条第3款规定的条件下，重新分配应以下列规定为根据：

(a) 按基本出口吨数比例分配给全体上述出口成员，直至各该出口成员的有效限额达到其个别基本出口吨数为止；

(b) 其后，任何尚待重新分配的未满限额，百分之二十应按基本出口吨数比例分配给发展中出口成员，其余百分之八十则按基本出口吨数比例分配给所有参加重新分配的出口成员；

但如有效限额以后被削减，本款(a)、(b)两项规定的施行次序应前后更换．

3．重新分配未满限额时，基本出口吨数不超过 18万吨的发展中出口成员所申报的未满限额，应首先按基本出口吨数比例，重新分配给有能力接受有效限额增加的其他该类成员． 首次重新分配后所剩的未满限额则根据本条第2款的规定重新分配．

第四十四条

价格稳定方法

1．理事会应经常审查市场情况，并根据本章规定采取行动，使自由市场价格得以维持在每磅 11至 21分之间．

A．制定限额方法

2．理事会在每一限额年度中，可随时审查全球总限额的水平，并必须在该限额年度第一届常会上进行这种审查． 理事会认为适当时，可调整全球总限额水平． 理事会通常应在本条第3、4两款所设想的自由调整之前采取行动，它认为适当时，可规定分期施行第3款所述的调整． 每当本组织出口成员有所更动时，理事会也应审查、并可决定调整全球总限额水平．

(d) 如未重新分配未满限额时，全部超出额同1万吨之间的差额应从有关成员下一年度的有效限额中扣除；

(e) 本款规定所指的任何超出额，不得视为第四十五条所指的超出额。

5．出口成员在限额年度内对自由市场的净出口如未满该限额年度十月一日的有效限额，减去其后因实施第四十四条规定而作的净削减后，其差额应在不违反本条第6、7两款规定的条件下，从下一限额年度根据本协定有关规定增加限额时该成员原可分得的糖总额中扣除。

6．按本条第5款计算所得的差额超过1万吨、或超过有关成员十月一日的有效限额的百分之五（至多按3万吨计），方可按两者中数额较大者，根据该款规定进行扣除。

7．如有关成员说明未能履行义务是由于不可抗力或其他特殊情况，理事会认为满意时，可决定不适用本条第2、3、5各款的规定。

8．理事会可在与一出口成员协商后，断定该成员将不能使用其有效限额的全部或一部分。 理事会的此种断定，不削减有关成员的有效限额，也不剥夺该成员其后于该限额年度补足限额的权利。 理事会根据本款作出的断定，不解除有关成员根据本条第1款所应负的义务，也不免除对该成员适用本条第2、3、5各款所述的措施。

第四十三条

未满限额的重新分配

1．是否应重新分配根据第四十二条申报的未满限额的全部或一部分，由理事会决定。 理事会作决定时，应考虑到价格的趋势及其可能的起落。 但除理事会另作决定外，

(a) 在时价低于每磅 12分时，不得重新分配未满限额；

(b) 在时价高于每磅 12分时，应当重新分配全部未满限额。

7．当一限额年度的有效限额根据第四十五条第5款或第四十六条第8款的规定被削减时，不适用本条第1、2、3各款规定的限制。

第四十二条

关于未用限额的通知和行动

1．附件一所列每一出口成员应随时通知理事会，声明是否预计全部使用其有效限额，倘不全部使用，则声明其预计使用的部分。 为此目的，附件一所列每一出口成员每一限额年度应向理事会至少提出通知两次：一次在根据第四十条规定订出和分配全球总限额后尽早提出，但不得迟于五月十五日；一次在五月十五日以后尽早提出，但不得迟于九月三十日。 根据本款规定提出通知的数量与提出通知前的有效限额之间的差额，应视为未满限额，从有关成员的有效限额中扣除。 一成员的有效限额已根据本款规定被削减后，不得因实施第四十、四十一或四十二各条的规定，再度予以削减，直至其他成员的有效限额也被减至其基本出口吨数的同等百分率时为止。

2．出口成员如未于五月十五日以前根据本条第1款规定向理事会提出通知，应在该限额年度其余时间内中止其表决权。

3．出口成员如未于五月十五日至九月三十日之间根据本条第1款规定向理事会提出通知，将无权分享该限额年度内其后增加的限额。

4．出口成员如于九月三十日以前根据本条第1款规定向理事会提出通知，声明预计使用多于五月十五日以前通知理事会的数量时，应有权出口两次通知数量之间的差额，但须遵守下列规定：

(a) 如差额不超过1万吨，理事会无须另外采取行动；

(b) 如差额超过1万吨，有关出口成员应在该限额年度其后可能重新分配未满限额时，优先获得分配，直至相当于这部分超出额为止；

(c) 应增加有关成员该限额年度的有效限额，以包括本款(a)、(b)两项中的数额；

第四十一条

最低出口保障额

1．除本条第2、4、7各款的规定以外，附件一所列任何成员的出口限额，最初不得根据第四十条规定订为低于该成员基本出口吨数的百分之八十五，其后也不得根据第四十四条规定减至其基本出口吨数的百分之八十五以下，且根据本条或第四十四条规定削减时，有效限额不得减至低于7万吨。

2．在本协定头两个限额年度中，如时价在七十五个市场日内连续低于每磅 11分，除理事会另作决定外，应在不违反本条第3、4两款和第四十二条第1款规定条件下，将有关成员的有效限额进一步减去其基本出口吨数总额的百分之二点五。

3．尽管有本条第2款的规定，附件一所列出口成员一九七四至一九七六年间对自由市场的平均净出口，如至少占其同时期平均产量的百分之六十，其有效限额不得根据第四十、四十四两条的规定，减至其基本出口吨数的百分之八十五以下，除非该成员接受本条第2款所规定的进一步削减。

4．本条第2款中的限额削减，如未被本条第3款所述的成员接受，应在不违反第四十二条第1款规定的条件下，重新分配给附件一所列其他成员，但对各该成员有效限额作出的额外削减总额，不得超过其基本出口吨数的百分之一。

5．如本条第2、4两款于头两个限额年度中的任何一年实施，本条第3款所述的、未接受额外削减的成员，不得根据第四十三条或第四十四条的规定，在该限额年度或未来年度参加分配任何以后增加的限额，直至相当于其所不接受的额外削减数量时为止。限额增加时，增加部分应首先分给受本条第4款影响的成员；然后，所有有效限额的增加应按第四十条第4款规定予以分配。

6．为第三十四条第2款的目的计算出口实绩时，本条第3款所指、未根据本条第2款规定接受额外削减的每一成员的净出口总额中，应扣除未被其接受的数额；而附件一所列受本条第4款影响的其他每一成员，其出口实绩中则应增计其因此承担的额外削减额。

第四十条

全球总限额的规定和分配

1．理事会应在每一限额年度的十一月二十日以前，批准对下一限额年度自由市场净进口需要的估计。 理事会这样做时，应考虑到影响糖的供求的一切有关因素，包括消费趋势、未来的储存变动、当前的和预计的价格趋势等。

2．然后，理事会应规定一项全球总限额，该限额是按照本条第1款所得的估计减去下列各项之和：

(a) 附件二所列的成员对自由市场的预计出口数量；

(b) 除有效限额之外，其他任何本协定准许的对自由市场的预计出口数量；

(c) 非成员对自由市场的预计出口数量。

理事会这样做时，不受第四十一条规定的限制。

3．如果理事会在限额年度的十一月二十五日，还未就下一限额年度的全球总限额达成协议，执行主任应向理事会提出一项建议。 理事会应以特别表决，就该项建议作出决定。 如果理事会未能在该限额年度的十二月一日达成协议，下一限额年度的全球总限额应定在该日有效的全球总限额的水平。

4．每当全球总限额规定后或以后受到调整时，执行主任应对附件一所列的个别出口成员，按照其基本出口吨数，比例分配全球总限额，但必须遵守本协定其他条款所规定的或准许的调整。

5．除第四十三条的规定外，根据本协定其他条款对一成员的个别有效限额所作的任何扣除，应按基本出口吨数的比例，重新分配给附件一所列的、其有效限额能够增加的其他出口成员。

第三十九条

困难济助准备

1．理事会应设立一个困难济助准备特别委员会（在本条内简称“特别委员会”），由执行主任担任主席，研究发展中出口成员在遭遇特别困难，处境艰苦，暂时需要本协定其他条款所规定的有效限额或出口保障额以外的额外出口保障额时，所提出的要求。特别委员会可分配出口额以帮助这种发展中出口成员，在本协定的第一个限额年度，分配总额可达 20 万吨，以后各限额年度中，每年可达 30 万吨。

2．特别委员会的成员不得超过六个。 理事会在选择委员会的成员时，应确保各成员不代表任何可能因按照本条第 1 款决定的分配额而受到影响者的利益。

3．特别委员会在按照本条分配出口额时，一般应考虑到当前的市场情况，并应设法避免进一步削弱疲软的市场情况，但是它可以不顾市场情况，仍旧进行分配。 特别委员会的决定应由理事会实施，但理事会得以特别表决作出修正。

4．按照本条分配的出口额，仅应给予本协定其他条款所规定的基本出口吨数或出口保障额为 30 万吨或 30 万吨以下的发展中成员。

5．在按照本条进行的各次分配中，应优先考虑出口收入大量依靠糖出口的小的发展中成员。 同样，应特别考虑那些经济日益依靠糖的成员的要求。

6．按照本条进行分配的余额，可按照本条第 1、2 两款所列的原则和程序，分配给向特别委员会提出困难证据的任何发展中出口成员。 仅是有意扩大一工业的生产能力，不构成按照本款得到分配额的正当理由。

7．按照本条分配的出口额，不应视为增加有关成员的基本出口吨数。 这种分配额应成为该成员有效限额的一部分，此项有效限额在该限额年度内不得按照第四十四条第 3 款作任何削减。

3．巴巴多斯、伯利兹、牙买加、圭亚那、圣基茨－尼维斯－安圭拉、特立尼达和多巴哥向加勒比共同体不产糖的成员（即安提瓜、多米尼加、格林纳达、蒙特塞拉特、圣卢西亚、圣文森特）出口的糖，不应从其有关限额年度的有效限额或出口保障额中扣除，只要该共同体内的糖贸易总额，在任一限额年度内不超过2万吨。 各有关的出口成员承诺，在每一限额年度开始之前，把它们拟对加勒比共同体其他成员出口的糖数额，通知理事会。

第三十七条

关于发展中内陆出口成员的规定

1．一个发展中内陆出口成员在一个或一个以上的限额年度内未用完其全部有效限额或出口保障额时，不应以此为理由，认为它未履行根据本协定应负的义务，从而在第三十四条第2款规定的重新谈判中取消其保障额。

2．鉴于发展中内陆国家的糖出口，因运往海港的额外费用而受到妨碍，加重负担，理事会应同贸发会议协商，审议发展中内陆出口成员如何在有权出口的最高额限度内，尽量利用一九七五年十二月十五日联大第3504(XXX)号决议为发展中内陆国家设立的特别基金。

第三十八条

发展中进口成员的净出口

发展中进口成员在限额年度开始以前正式通知理事会后，可以出口超过其进口数额的糖，只要于该限额年度结束时，其净出口不超过1万吨。 这项保障额不应视为一种基本出口吨数，且不受按本章规定进行的任何调整的影响。 不过，有关成员应遵守理事会对于出口成员的出口所可能规定的条件。

第三十五条

关于出口保障额小的成员的规定

1．附件二所列每一出口成员，在每一限额年度应拥有输往自由市场的出口保障额7万吨，不受按本章规定进行的任何调整的影响。

2．本条第1款所指的每一成员，应在一限额年度开始前至少四十五历日，把它在该限额年度的出口保障额范围内预计可向自由市场出口的糖数额，通知理事会。 此外，每一此种成员应依第四十二条规定，把它预计的出口额的任何变动，通知理事会。 凡未遵守本款通知程序的此种成员，其有关限额年度的表决权应予中止。

3．本条第1款所指的成员，不负第四十六条规定的特别储存义务，但有权按照该条第1款所述的数量和条件，拥有不超过该数量的特别储存。

4．本条第1款所指的任何成员，如果根据其生产的发展情况认为，它应有权在任一限额年度向自由市场出口超过7万吨的糖，可要求理事会分配给它超过该保障额的基本出口吨数。 如果理事会以特别表决同意这项请求，分配给该成员它认为适当的基本出口吨数，该成员应视为列入附件一，并应遵守本协定内适用于该附件所列成员的一切规定。

第三十六条

关于计算净出口的特别规定

1．捷克斯洛伐克、匈牙利、波兰、罗马尼亚的所有进口，除根据第三十一条规定的进口外，应于计算其对自由市场的净出口时，从其出口总额中扣除。

2．东非共同体的任何伙伴国在东非共同体内所作的、总额不超过1万吨的糖转移，不应从其有关限额年度的出口保障额中扣除；这项数额不受按本章规定进行的任何调整的影响。

都没有不履行其储存义务的情况，则按照本款(c)项的公式计算时，该成员所得的基本出口吨数，不得低于上一限额年度的基本出口吨数。

(f) 分派给在第一个限额年度以后加入本协定的成员的基本出口吨数，或者根据第三十五条分配给一成员的基本出口吨数，不得由于引用本款(c)项的公式而削减，除非该成员已经有了该公式有关部分据以为基础的全部各限额年度的基本出口吨数。

(g) 凡首次基本出口吨数为 30 万吨或 30 万吨以下的发展中出口成员，已完成了增加农业发展投资和增加制糖能力的扩展项目，增产结果可对自由市场多提供1万吨以上的糖，且该项目是在本协定生效时已向执行主任详细登记、作为对有关国家的经济具有重大意义的进行中项目，并需由理事会在本协定生效后三个月之内予以核实的，则该成员应适用下列程序：依本款(c)项(一)、(二)、(三)各目规定的基本出口吨数，应斟酌情况加上在有关限额年度开始时因该项目而造成的未出口的剩余的百分之八十。 未出口的剩余是指，十二月三十一日所有的超过国内消费需要、按照第四十六条规定的全部应存数量和根据特别安排应运出数量之外的存糖数量，但不包括违反第四十八条而留下的任何储存，这种剩余不可以作为有效限额出口。
适用本项规定必须符合下列条件：

(一) 未出口的剩余应按照理事会可能规定的规则和程序予以查核；

(二) 该成员已满足本款(e)项列出的所有条件；

(三) 一九八〇、一九八一、一九八二各限额年度中，每年所加数量不超过 20万吨。 遇有超过时，应由依第三十九条第1款设立的委员会按照该条的原则和程序，并考虑到根据第三十九条已向有关成员作出的任何分配，对个别增加数量进行审查，并作必要的削减；

(四) 未出口的剩余的残余数量，在以后的限额年度中不予计及。

3. 尽管有本款第1款的规定，在本条第2款所述谈判期间仍应考虑到哥伦比亚的情况，给予哥伦比亚与其生产量和国内消费量相称的基本出口吨数。

(b) 重新谈判的目标是规定各成员都可以接受的订正基本出口吨数。 理事会在重新谈判完成时，得以特别表决——在此情况下需要有出席并参加表决的出口成员至少三分之二的赞成票——确定第三、第四和第五个限额年度中每一年的订正基本出口吨数。

(c) 如理事会未在某一限额年度第一季度结束前依本款(b)项所述手续规定该年的订正基本出口吨数，则应依下列公式确定附件一所列每一成员的基本出口吨数：

(一) 第三个限额年度：该成员基本出口吨数的百分之五十和其一九七八、一九七九两年的平均相对出口实绩的百分之五十；

(二) 第四个限额年度：该成员一九七八、一九七九、一九八〇各年相对出口实绩的平均数，其相对出口实绩最低的一年不计在内；

(三) 第五个限额年度：该成员一九七九、一九八〇、一九八一各年相对出口实绩的平均数，其相对出口实绩最低的一年不计在内。

(d) 对适用本款(c)项的公式的每一成员来说，每一限额年度的相对出口实绩是指：它对自由市场的净出口，减去超出第四十五条第2款所允许数量之外的数额，再减去按照第四十六条规定负有储存义务而未储足的数额，除以所有适用该公式的成员已调整过的该限额年度净出口的累计数，乘以包括根据第三十九条的分配额在内的各成员上一限额年度基本出口吨数的累计数。 如果理事会以特别表决认为，不可抗力或其他特殊情况影响到一成员对自由市场的净出口，应按理事会认可的程度相应调整该成员的净出口数额。 同样，如果理事会为了类似的理由，准许暂时解除储存义务，已解除义务的数额不应作为未储足数额处理。

(e) 如果一成员在以前的限额年度中，每年都达到其有效限额而没有发生不论申报与否的未满限额，完全承受了不超过其基本出口吨数的任何重新分配的未满限额，在距年底至少六个月以前限额已被暂停实施的任何限额年度中都能把其基本出口吨数全部出口到自由市场上去，以及在任何限额年度，

第十章 — 出口管制

第三十四条

基本出口吨数的分配和调整

1. 附件一所列各出口国成为本协定成员时，在本协定头两个限额年度的每一年度，具有本协定规定的基本出口吨数，但以不违反第七十六条第2款(b)项和第3款的规定为限。

2. (a) 在第三个限额年度的第一季度，应就附件一规定的基本出口吨数，重新进行谈判。 重新谈判时应考虑到：

(一) 对有关期间的自由市场的估计，和对具有基本出口吨数的出口成员在该市场上所能得到的比例的估计；

(二) 附件一规定的各成员的基本出口吨数；

(三) 根据理事会认为满意的统计数字，头两个限额年度的出口实绩和对限额和储存义务的履行情况。 为此目的，各有关出口成员承诺，在一九八〇年二月十五日以前，向理事会提供其一九七九限额年度的生产消费、出口和进口的统计数字；

(四) 由于不可抗力或其他特殊情况影响了出口实绩或影响了对本协定所规定义务的履行，并经理事会以特别表决接受了的若干情况；

(五) 糖在经济中所起的作用，对自由市场的依赖，出口收入大量依靠糖出口的小的发展中成员的特殊地位；

(六) 基本出口吨数不超过30万吨的发展中出口成员或附件二所列的发展中出口成员已完成的扩展项目，有关成员在本协定生效时已将这些项目作为对各该国经济具有重大意义的进行中项目，向执行主任详细登记；

(七) 任何其他有关因素。

6．理事会审议第三十四条第2款规定的第三、第四和第五个限额年度的基本出口吨数时，应同苏联协议，订出苏联各该年度的出口吨数。

第三十三条

德意志民主共和国的所属类别及其出口

1．德意志民主共和国在成为进口成员时，应承诺限制其于本协定头两个限额年度内向自由市场出口的糖，每年总量不超过7.5万吨。

2．德意志民主共和国依本条规定的出口，不受第十章规定的任何削减。

3．凡依第四十四条第4款规定不实施限额和其他出口限制的期间，德意志民主共和国应不受本条规定的约束。

4．理事会审议第三十四条第2款规定的第三、第四和第五个限额年度的基本出口吨数时，应同德意志民主共和国协议，订出德意志民主共和国各该年度的出口吨数。

第三十一条

古巴对社会主义国家的出口

1．古巴对下列社会主义国家的出口不应从第十章规定的该国有效限额中扣除：保加利亚、捷克斯洛伐克、德意志民主共和国、匈牙利、蒙古、波兰、罗马尼亚和苏维埃社会主义共和国联盟.

2．古巴对阿尔巴尼亚、中国、朝鲜民主主义人民共和国、越南和南斯拉夫的出口，在本协定头两个限额年度内如其总数每年不超过 65 万吨，不应从第十章规定的这两个年度的有效限额中扣除. 在第三、第四和第五个限额年度内，古巴对这些国家的出口在多少数量范围内不从古巴的有效限额中扣除，由理事会在第三个限额年度第一季度中根据头两个限额年度的实绩加以确定. 头两个限额年度内对这些国家的出口总数超出每年 65 万吨的数量，应被用来确定第三、第四和第五个限额年度的相关数量，或者确定第三十四条第 2 款规定的古巴在这些年度的基本出口吨数，但不可同时用于这两方面.

第三十二条

苏维埃社会主义共和国联盟的所属类别及其出口

1．在不妨碍第三十一条规定的条件下，苏维埃社会主义共和国联盟自一切产地的所有进口都应予以计及，因此应把苏联归入进口成员一类.

2．在不妨碍本条规定的苏联所属类别的条件下，苏联应承诺限制其于本协定头两个限额年度内向自由市场出口的糖，每年总量不超出 50 万吨.

3．本条第 2 款所规定的数量、及后来依本条第 6 款规定订出的以后各限额年度的吨数，均不包括苏联对第三十一条第 1、2 两款所述各国的出口.

4．苏联依本条规定的出口，不受第十章所规定的任何削减.

5．凡依第四十四条第 4 款规定不实施限额和其他出口限制的期间，苏联应不受本条规定的约束.

(d) 对依本款(c)项重新谈判的结果表示不满的任何成员，可依第七十九条的规定退出本协定。

3．参加第三十条所述特别安排的各成员，应使理事会获知这些安排的细节和根据这些安排在本协定有效期间每年进口或出口的糖数量，并于这些安排的性质发生任何变更后三十日内使理事会获知此项变更。

4．参加本章所述任何特别安排的成员，在各该安排范围内从事糖贸易的方式，不得妨碍本协定的宗旨。 如特别安排涉及糖向自由市场再出口，参加此种安排的成员应采取其认为适当的措施，以保证在本协定有关条款内未就此种再出口订有数量规定的情况下，依各该安排进行的贸易如有增加而超出本协定生效前的每年交易量时，不致增加对自由市场的再出口。

5．理事会应有关成员的请求，得以特别表决决定，对本协定生效后订立的特别安排适用本条各项规定。 有关成员的基本出口吨数中应自动减去它们在有关特别安排下每年出口保障额的全部。

第三十条

对欧洲经济共同体的出口

根据一九七五年洛美协定、一九七五年六月二十九日欧洲共同体理事会关于海外国家和地区同欧洲共同体的联系关系的决定、和一九七五年七月十九日欧洲共同体和印度之间的协定等三项对欧洲共同体的出口，如不超过这些法令和协定所规定的款额（得依照这些法令和协定的规定加以调整），不应从第十章规定的有关成员的有效限额或出口保障额中扣除。

第九章 — 特别安排

第二十九条

一般规定

1．本协定其他各章的规定均不得妨碍或限制各成员依第三十、三十一、三十二和三十三各条所述特别安排而具有的权利和义务。 这些特别安排应按照各该条的规定处理，但以不违反本条第2至第4款的规定为限。

2．各成员承认，按照第三十四、三十五两条规定的基本出口吨数和出口保障额，是以第三十、三十一、三十二和三十三各条所述的特别安排具有连续性和稳定性为根据。如果这些条款所述的一项或多项特别安排的成员有所变更，而此变更影响一成员或若干成员时，或参加一项或多项特别安排的一个或一个以上成员的地位有任何重大变更时，理事会应召开会议，依下列规定，就第三十四、三十五两条规定的基本出口吨数或出口保障额，审议适当的补偿性调整。

(a) 在不违反本款(b)、(c)、(d)各项规定的条件下，如有关成员因上述成员或地位的变更而使其依有关特别安排享有的年度出口保障额有所增加时，其全部增加幅度应从该成员的基本出口吨数内减除（或如该项出口保障额有所削减时，其基本出口吨数应按全部削减幅度予以增加，或规定为等于全部削减幅度的数量）；

(b) 依本款(a)项规定作出补偿性调整时，理事会也应为发生此项变更的年度订出必要的过渡办法；

(c) 如上述特别安排内成员或地位的变更涉及糖市场结构方面的主要变更，或涉及任何此种特别安排下主要供应者地位方面的重大变更，因而不能对依照第三十四条所订的基本出口吨数作本款(a)、(b)两项拟议的补偿性调整时，理事会应依第八十二条的规定建议各成员修正本协定，或立即重新谈判基本出口吨数。 在根据此项修正或重新谈判的结果将各项变更计入基本出口吨数前，基本出口吨数的变更或规定应属暂行性质；

第八章 — 出口管制的范围

第二十七条

范 围

本协定管制自由市场的糖供应并为其他有关事项作出规定。 协定计及第九章所述的特别安排，并允许作出第二十八条所述的、不计入有效限额或出口保障额的糖的捐赠。

第二十八条

糖的捐赠

1. 除理事会另作决定外，出口成员通过联合国或其任何专门机构的援助方案捐赠的糖，不应计入捐赠成员的有效限额或出口保障额内。

2. 理事会应决定，出口成员所作不属本条第1款范围的糖捐赠在什么条件下得不计入捐赠成员的有效限额或出口保障额内。 这种条件中应规定进行事先协商和充分保证贸易的正常型式。 根据本款捐赠的糖，在专供受援国国内消费时，方能获得本款规定的豁免。

3. 凡出口成员所作的糖捐赠应由捐赠成员立即通知理事会。 在不妨碍本条第1、2两款的情况下，任何成员如认为任何捐赠损害或可能损害其利益时，可请求理事会进行调查。 理事会应根据调查结果，作出它认为适当的建议。

4. 理事会的年度报告中应列入关于糖捐赠情况的报告。

4．如本协定生效时距其第一个完整会计年度的开始还有八个月以上的时间，理事会应在其第一届会议上核定到第一个完整会计年度开始为止的期间的行政预算． 否则，第一个行政预算应包括最初这段期间和第一个完整的会计年度．

5．理事会在通过本协定第一年的预算和按照第八十三条规定延长本协定后第一年的预算时，可采取它认为适当的措施，减轻各该年度的分摊额由于预算通过时本协定成员可能不多而受到的影响．

第二十五条

分摊额的缴付

1．每一会计年度的行政预算分摊额，以自由兑换货币缴付，并应于该会计年度的第一日付款；成员参加本组织的那一个会计年度的分摊额，应于它们成为成员的那一日缴付．

2．如一成员在本条第1款规定缴付分摊额之日起四个月后仍未缴清其行政预算分摊额，执行主任应要求该成员尽快缴付． 在执行主任提出要求两个月后，如该成员仍未缴付其分摊额，则其在理事会和执行委员会的表决权应被中止，直到缴清分摊额时为止．

3．对按照本条第2款被中止表决权的成员，除理事会以特别表决作出决定外，不得剥夺其根据本协定所享的任何其他权利或解除其所负的任何义务． 该成员仍旧有责任缴付其分摊额和负起本协定所规定的任何其他财政义务．

第二十六条

帐目的审计和公布

每一会计年度结束后，应尽快向理事会提出由独立审计员证明无误的、本组织该会计年度的财务报表，请其核定公布．

第七章 一 财政

第二十三条

费 用

1．出席理事会各代表团、执行委员会各代表、和理事会或执行委员会所属任何委员会代表的费用，由各有关成员负担。

2．实施本协定所需的费用，除了基金行政费用外，应以按照第二十四条评定的各成员每年分摊额支付。 成员如请求特别服务，理事会可要求该成员给付费用。

3．应为本协定的实施，设立适当的帐目。

第二十四条

行政预算的决定和分摊额的评定

1．理事会在每一会计年度的下半年中，应核定本组织下一会计年度的行政预算，并评定每一成员应缴付的该预算分摊额。

2．每一会计年度行政预算中每一成员的分摊额，应同该会计年度行政预算核定时该成员在所有成员表决票总和中所拥有的票数成比例。 评定分摊额时，每一成员表决票数的计算，应不考虑任何成员表决权被中止和因此引起的票数重新分配的情况。

3．理事会对于在本协定生效后加入本组织的任何成员的首次分摊额，应按该成员将拥有的表决票数和该会计年度所余时间来评定，如该成员是在预算通过后和会计年度开始前加入本组织，也应按其下一会计年度的分摊额评定，但不应变更其他成员的分摊额。 在评定于某一限额年度或某几个限额年度的预算通过后加入本组织的成员的分摊额时，这些成员表决票数的计算应不考虑任何成员表决权被中止和因此引起的票数重新分配的情况。

第六章 — 执行主任和工作人员

第二十二条

执行主任和工作人员

1．理事会与执行委员会协商后，以特别表决任命执行主任。 执行主任的任用条件，由理事会参照类似的政府间组织内地位相当的行政人员的任用条件加以规定。

2．执行主任是本组织的行政首长，负责履行他在施行本协定方面所承担的任何职责。

3．执行主任应按照理事会订立的规则，任命工作人员。 理事会订立这类规则时应考虑类似的政府间组织适用于其工作人员的规则。

4．执行主任和任何工作人员在制糖业或糖贸易方面不得拥有任何经济利益。

5．执行主任和工作人员关于依本协定所负的职责，不得寻求或接受任何成员或本组织以外任何当局的指示。 他们应避免任何可能损害其专对本组织负责的国际行政人员地位的行动。 各成员应尊重执行主任和工作人员的职责纯为国际性质，不得企图对他们任务的执行加以影响。

第二十条

执行委员会的表决程序和决定

1. 执行委员会每一成员有权按其依第十八条规定所得的表决票数投票而不能将此等表决票数割裂。

2. 执行委员会作出任何决定时所需的多数与理事会作出决定时所需者相同。

3. 任何成员有权依理事会在其议事规则内所规定的条件，针对执行委员会的任何决定向理事会提出申诉。

第二十一条

执行委员会开会的法定人数

执行委员会任何会议开会的法定人数为委员会全体出口成员过半数和委员会全体进口成员过半数的出席，且出席成员所拥有的表决票数至少为委员会各该类全体成员表决票总和的三分之二。

(b) 依第六条决定成员类别的改变；

(c) 依第二十二条第1款任命执行主任，依第五十条第4款任命基金经理；

(d) 依第二十四条核定行政预算和评定分摊额，依第五十条第2款核定基金帐目；

(e) 依第二十九条第5款将第二十九条适用于新的特别安排；

(f) 依第三十四条第2款确定基本出口吨数；

(g) 依第三十五条第4款分配基本出口吨数；

(h) 依第四十条确定全球总限额；

(i) 依第四十一条第2款作出决定；

(j) 依第四十八条第4款重订最高储存额的限制幅度；

(k) 依第四十九条第3款通过基金的议事规则；

(l) 依第五十一条第1款调整基金的分摊率和中止分摊；

(m) 依第五十三条第1款调整基金的贷款率；

(n) 依第五十四条决定基金资产的处置；

(o) 依第六十二条调整价格水平；

(p) 依第六十九条解除义务；

(q) 依第七十条裁决争议；

(r) 依第七十一条第3款中止成员的表决权及其他权利；

(s) 依第七十六条接受加入；

(t) 依第八十条将成员自本组织除名；

(u) 依第八十二条建议修正案；

(v) 依第八十三条延长或终止本协定。

2. 理事会可随时收回其授给执行委员会的任何权力。

6. 当选成员应视为获得其当选时原获的表决票数和指定给该成员的表决票数，但任何当选成员所获得的表决票总数不得超过三百票。

7. 视为某当选成员获得的表决票数如不作下述处理即超过三百票时，投选或将其表决票数指定给该当选成员的成员应在彼此之间作出安排，由其中一个或数个成员将其表决票数自该成员撤回，并指定或重新指定给另一当选成员，使每一当选成员所获得的表决票数不超过三百的限度。

8. 如执行委员会某一成员的表决权依本协定任何有关规定被中止时，依本条规定投选或将其表决票数指定给该成员的每一成员，可在此项中止有效期间将其表决票数指定给委员会内任何其他同类成员，但以不违反本条第6款的规定为限。

9. 如委员会某一成员停止为本组织的成员时，应由投选或将其表决票数指定给该成员的成员和未投选或未将其表决票数指定给委员会另一成员的成员，在理事会下届会议期间选出一成员填补委员会的空缺。 任何成员曾投选或将其表决票数指定给停止为本组织成员的成员，且其后未投选当选填补委员会空缺的成员时，可将其表决票数指定给委员会另一成员，但以不违反本条第6款的规定为限。

10. 在特别情况下，一成员可在同其依本条规定投选或将其表决票数指定给予的执行委员会成员协商后，将其在该限额年度剩余期间的表决票数从该委员会成员撤回。然后该成员可将其表决票数指定给执行委员会内另一同类成员，但在该限额年度剩余期间不得再从此另一委员会成员撤回其表决票数。 遭撤回表决票数的执行委员会成员应在限额年度剩余期间内保有其在执行委员会中的席位。 依本款规定所采取的任何行动，应在执行委员会主席收到书面通知后生效。

第十九条

理事会授给执行委员会的权力

1. 理事会得以特别表决授权执行委员会行使其任何权力或所有权力，但下列各项除外：

(a) 依第三条第2款决定本组织总部所在地；

第五章 — 执行委员会

第十七条

执行委员会的组成

1. 执行委员会由十个出口成员和十个进口成员组成，此等成员于每一限额年度依第十八条规定选出，连选得连任。

2. 执行委员会每一成员应指派代表一人，并可加派副代表和顾问一人或数人。

3. 执行委员会应选出每一限额年度的主席。 主席无表决权，连选得连任。

4. 执行委员会除另作决定外，应在本组织总部举行会议。 如任何成员邀请执行委员会在本组织总部以外地点举行会议且执行委员会同意时，该成员应负担所涉额外费用。

第十八条

执行委员会的选举

1. 执行委员会的出口成员和进口成员，应在理事会中由本组织的出口成员和进口成员分别选出。 每类成员的选举应依本条第2款至第7款各项规定进行。

2. 每一成员应将其依第十一条规定拥有的票数全部投选一个候选人。 成员可将其依第十二条第2款规定可投的票数投选另一候选人。

3. 得票最多的十个候选人当选，但任何候选人必须至少获得六十票方能于第一次投票时当选。

4. 如第一次投票时当选的候选人少于十个，应再举行投票，但只有未投选任何当选候选人的成员有投票权。 每次再投票时，当选所需最低票数应逐次减少五票，直至有十个候选人当选为止。

5. 凡未投选任何当选成员的成员，可将其表决票数指定给当选成员之一，但以不违反本条第6、7两款的规定为限。

第十四条

同其他组织的合作

1．理事会应作出一切适当安排，同联合国及其所属机构，特别是贸发会议，并同粮食及农业组织和适当的其他联合国专门机构及政府间组织进行协商或合作。

2．理事会应考虑到贸发会议在国际商品贸易上所负的特殊任务，斟酌情况将其活动和工作方案随时通知贸发会议。

3．理事会也可作一切适当安排，同糖的生产者、贸易商及制造者的国际组织保持切实联系。

第十五条

接纳观察员

1．理事会可邀请任何非成员的国家以观察员资格列席会议。

2．理事会亦可邀请第十四条第1款所述的任何组织以观察员资格列席会议。

第十六条

理事会开会的法定人数

理事会任何会议开会的法定人数为全体出口成员过半数和全体进口成员过半数的出席，且出席成员所拥有的表决票数至少为各该类全体成员表决票总和的三分之二。 若在规定召开理事会任一届会议之日不足法定人数，或在任一届会议期间连续三次会议不足法定人数时，理事会应于七日后再举行会议；届时及在该届会议剩余时间内，法定人数应为全体出口成员过半数和全体进口成员过半数的出席，且出席成员所拥有的表决票数为各该类全体成员表决票总和的过半数。 按照第十二条第2款规定授权他人代表者，应视为出席。

7．凡遇本组织的组成、成员领土的组成或自由市场的组成有所更动时，或依本协定任一规定，任何成员的表决权被中止或恢复时，理事会应依本条规定公式重新分配受影响的成员类别的总表决票数。

第十二条

理事会的表决程序

1．每一成员有权投下它依第十一条规定所拥有的表决票数。 它不得将其表决票数割裂。

2．任何出口成员可书面通知主席，已授权任何其他出口成员在理事会会议中代表其利益，并代为投票；任何进口成员可书面通知主席，已授权任何其他进口成员在理事会会议中代表其利益，并代为投票。 此种授权书的副本应由依理事会议事规则设立的全权证书委员会予以审查。

3．一成员经另一成员授权代投后者依第十一条规定所拥有的表决票时，应遵照授权并依本条第2款的规定投下此项表决票。

第十三条

理事会的决定

1．除本协定规定进行特别表决外，理事会所有决定和所有建议均以配分简单多数表决作出。

2．确定理事会任何决定所需表决票数时，弃权成员的表决票数不予计算。 当一成员援用第十二条第2款规定在理事会会议上投票时，就本条第1款而言，该成员应被视为出席并参加表决。

3．理事会依据本协定规定所作的一切决定，对成员具有约束力。

第十一条

表决票数

1．出口成员应共有一千个表决票，进口成员应共有一千个表决票。

2．任何成员的表决票数不得多于三百票或少于五票。

3．表决权不得分割。

4．出口成员拥有的一千个表决票应依下列各因素的加权平均，按比例分配给它们：

(a) 它们的基本出口吨数或出口保障额（斟酌选用其中一项） 50%

(b) 它们的净出口总额

(一) 输往自由市场 18%

(二) 特别安排 7%

(c) 它们的总产量 25%

在上文(b)、(c)两项内，每一因素所用的数值应为有数字可查的前三年中最好两年的平均数。

5．进口成员拥有的表决票数应依各进口成员从自由市场进口的及根据特别安排进口的净额，按比例分配给它们，并分别依下列公式计算：

(a) 其中九百个表决票，按每一进口成员前四年从自由市场输入的每年平均净进口额（从自由市场进口最少的一年不计）占全体进口成员从自由市场输入的此项平均进口额总和的比例，予以分配；

(b) 其中一百个表决票，按每一进口成员前一年根据特别安排进口额占全体进口成员前一年根据特别安排进口额总和的比例，予以分配。

6．每一限额年度开始，表决票数应依本条规定予以分配，此项分配应在整个限额年度内继续生效，但本条第7款规定者不在此限。

2．主席和副主席应分别从进口成员代表团及出口成员代表团中选任．各限额年度的此二职位通常由两类成员轮流担任，但此项规定不妨碍理事会以特别表决决定，在特殊情况下连选原任主席或副主席或二者． 遇主席团任一成员如此连任时，本款第一句所定规则应继续适用．

3．主席和副主席同时暂时缺席、或一人长期缺席、或二人同时长期缺席时，理事会可视需要自各代表团中另选临时或长期的主席团新成员，选举时要顾及本条第2款的轮流担任原则．

4．主席或主持理事会会议的任何其他主席团成员不得投票，但可指派他人行使其所代表的成员的表决权．

第十条

理事会的会议

1．理事会通常每半个限额年度举行常会一次．

2．理事会除在本协定特别规定的其他情况下举行会议外，并应根据其所作决定或应下列成员或委员会的要求，举行特别会议：

(a) 任何五个成员，

(b) 至少拥有二百五十个表决票的一个以上成员，

(c) 执行委员会，或

(d) 价格审查委员会．

3．开会通知至迟应在三十历日前送达各成员，遇紧急情况时，此种通知至迟在十历日前发出，但本协定各条款规定不同时间者，不在此限．

4．除理事会以特别表决另作决定外，会议应在本组织总部举行． 如任何成员邀请理事会在本组织总部以外地点举行会议且理事会同意时，该成员应负担所涉额外费用．

第四章 — 国际糖理事会

第 七 条

国际糖理事会的组成

1．本组织最高权力机关为国际糖理事会，由本组织全体成员组成。

2．每一成员应派代表一人，并可酌派副代表一人或数人出席理事会。 成员并可为其代表或副代表指派顾问一人或数人。

第 八 条

理事会的权力和职责

1．理事会为实施本协定的明文规定应行使所必需的一切权力，并履行或安排履行所必需的一切职责。

2．理事会应以特别表决通过为实施本协定各项规定所必需且与本协定相符合的规则与条例，包括理事会、其各委员会和基金的议事规则，以及本组织的财务条例和工作人员服务条例。 理事会得在其议事规则内规定可不举行会议而就特定问题作出决定的程序。

3．理事会应保存为履行本协定赋予的职责所必需的记录，和它认为适当的其他记录。

4．理事会应出版年度报告和它认为适当的其他资料。

第 九 条

理事会的主席和副主席

1．每一限额年度，理事会应在各代表团中选举主席一人和副主席一人，本组织不给薪酬。

第六条

成员类别的改变

成员可依照理事会同该有关成员协商后所订的条件改变其本身的成员类别. 在进口成员改为出口成员的情况下，理事会也应以特别表决来确定该成员的基本出口吨数或出口保障额，并按情况视为列入附件一或附件二.

第 五 条

特权与豁免

1．本组织具有法人资格；特别有订立契约、取得与处置动产和不动产及起诉的行为能力。

2．本组织在联合王国境内所享的地位、特权和豁免，仍照一九六九年五月二十九日大不列颠及北爱尔兰联合王国政府与国际糖组织所签的总部协定办理。

3．本组织总部如迁到为本组织成员的国家内，该成员应尽快同本组织签订关于本组织及其执行主任、工作人员和专家以及成员代表在该国境内履行职责时应有的地位、特权和豁免的协定，交由理事会批准。

4．除非依照本条第3款所设想的协定实施其他课税办法，以及在签订该协定之前，新的东道成员应：

(a) 对于本组织付给所雇用人员之薪酬免予课税，但此种免税待遇无须适用于其本国国民；

(b) 对于本组织的资产、收入及其他财产免予课税。

5．本组织总部如迁到非本组织成员的国家内，理事会应在迁移之前取得该国政府关于下列事项的书面保证：

(a) 它将尽快同本组织签订本条第3款所述的协定；

(b) 在签订该协定之前，它将执行本条第4款规定的免税办法。

6．理事会应设法在本组织总部迁移之前，同要迁去的国家政府签订本条第3款所述的协定。

第三章 — 国际糖组织、其成员和法律地位

第 三 条

国际糖组织的继续存在、其总部和机构

1．根据一九六八年国际糖协定成立、并根据一九七三年国际糖协定继续设立的国际糖组织，应继续存在，拥有本协定所规定的成员、权力和职责，以便执行本协定并监督其实施。

2．本组织总部，除非理事会以特别表决另作决定，应设在伦敦。

3．本组织经由国际糖理事会、其执行委员会、其执行主任及其工作人员、以及储存筹资基金和本协定规定的其他机构履行职责。

第 四 条

本组织的成员

1．每一缔约方为本组织的一个成员，但本条第2款或第3款另有规定者不在此限。

2．(a) 如一缔约方根据第七十七条第1款(a)项提出通知，声明本协定也适用于希望参加本协定的一个或数个发展中地区，经有关各方表示同意和认可后，可以有下列情况：

(一) 该缔约方和这些地区一起成为联合成员；或

(二) 如该缔约方已根据第七十七条第3款提出通知，自成出口成员的各地区可单独、一起或分组成为独立成员，自成进口成员的各地区可成为独立成员。

(b) 如一缔约方根据第七十七条第1款(b)项和第3款提出通知，依照本款(a)项(二)的规定，有关地区应为独立成员。

3．根据第七十七条第1款(b)项提出通知且未将该通知撤回的缔约方，不是本组织的成员。

(20) "日价"指根据第六十一条第1款的规定计算的价格;

(21) 任一交易日的"时价"是指这一交易日及其前连续十四个交易日的日价的平均数;关于时价高于或低于某一特定价格水平的定义,见第六十一条第2款;

(22) "生效"指第七十五条规定的本协定暂时或确定生效的日期;

(23) 本协定内凡提到"应邀参加一九七七年联合国糖会议的政府",应视为兼指欧洲经济共同体(以下简称欧洲共同体)。 因此,本协定内凡提到政府"签署本协定"或"交存批准书、接受书、认可书或加入书",应视为兼指欧洲共同体主管当局代表欧洲共同体签字,及欧洲共同体按其组织法程序交存目缔订国际协定应交存的文书;

(24) "发展中出口成员"和"发展中进口成员"是指附件三所列的各该类国家。

(9) "会计年度"指限额年度;

(10) "限额年度"指一月一日起至十二月三十一日止的期间;

(11) "吨"指公吨,即1,000公斤,"磅"指常衡磅,即453.592克;本协定中规定的糖数量是用粗值净重表示(任何数量的糖的粗值是指等于旋光度96度的粗糖若干);

(12) "糖"指用甘蔗或甜菜制成的任何公认商品形式的糖,包括食用糖蜜和优质糖蜜、糖浆和供人类食用的任何其他形式的液体糖,但

(a) 按照上述定义,"糖"不包括残余糖蜜或原始方法制成的劣质非机制糖;就确定本协定所规定的出口水平而言,也不包括供人类食用以外用途的糖。在何种情况下应认为糖是供人类食用以外的用途,由理事会决定;

(b) 如理事会决定糖混合物的使用增加成为对本协定宗旨的威胁,这种混合物按照其含糖量应视为糖。 糖混合物出口量超出本协定生效前的出口量的增加部分,应按照其含糖量从有关出口成员的有效限额或出口保障额中扣除;

(13) "自由市场"指世界市场的净进口总额,但不包括因实施本协定第九章所称的特别安排而引起的进口额;

(14) "净进口"指减去糖出口总额后的糖进口总额;

(15) "净出口"指减去糖进口总额后的糖出口总额(在本国港口供给船只储备用的糖不计算在内);

(16) "基本出口吨数"指根据第三十四条所规定的数量;

(17) "全球总限额"指第四十条第2款所规定的数量,得按照第四十四条的规定加以调整;

(18) "有效限额"指成员在有关限额年度内可以向自由市场出口的、超出其从自由市场进口总额的糖数量,得按照本协定加以规定和调整;

(19) "分"指美分;

第二章 — 定义

第二条

定义

本协定中：

(1) "组织"指第三条所称的国际糖组织；

(2) "理事会"指第三条所称的国际糖理事会；

(3) "成员"指

(a) 本协定的缔约方，但不包括根据第七十七条第1款(b)项提出通知而该通知目前仍然有效的缔约方，或

(b) 根据第七十七条第3款已为其提出通知的地区或一组地区；

(4) "出口成员"指本协定附件五名单上列为出口者、并已成为本组织成员的任何出口国家或地区，或未列入该名单、但在加入本协定时或根据第六条的规定被归入出口成员类别的任何国家或地区；

(5) "进口成员"指本协定附件五名单上列为进口者、并已成为本组织成员的任何进口国家，或未列入该名单、但在加入本协定时或根据第六条的规定被归入进口成员类别的任何国家；

(6) "基金"指根据第四十九条建立的储存筹资基金；

(7) "特别表决"指需要以出席并参加表决的出口成员表决票数至少三分之二、和出席并参加表决的进口成员表决票数至少三分之二作出的表决，但投出这些票数者至少须占出席并参加表决的成员的半数；

(8) "配分简单多数表决"指需要以出席并参加表决的出口成员表决票总和的半数以上、和出席并参加表决的进口成员表决票总和的半数以上作出的表决，但投出这些票数者至少须占出席并参加表决的每一类别成员的半数；

一九七七年国际糖协定

第一章 — 宗旨

第 一 条

宗 旨

参照联合国贸易和发展会议（以下简称"贸发会议"）第四届会议通过的第93(IV)号决议，国际糖协定（以下简称"本协定"）的宗旨如下：

(a) 提高国际糖贸易的水平，特别是为了增加发展中出口国的出口收入；

(b) 稳定国际糖贸易，包括避免价格过分波动，价格水平应对生产国公道而有利、对消费国公平；并且除其他外要考虑到通货膨胀或通货紧缩的影响，汇率变动，糖和他种甜剂的价格、消费、生产、贸易和储存的趋势，世界经济情况或货币制度变动对糖价的影响；

(c) 以公平合理的价格充分供应糖，以满足进口国的需要；

(d) 增加糖的消费，特别是在每人平均消费量低的国家中提倡各种鼓励消费的措施；

(e) 在日益扩展的世界糖贸易范围内，促进糖的供应和需求之间的平衡；

(f) 便利糖销售政策的协调和市场的组织；

(g) 为来自发展中国家的糖提供充分参与和越来越多地进入发达国家市场的机会；

(h) 仔细评价任何形式糖代用品（包括萨克拉麦特*和各种糖精）使用方面的发展情况；

(i) 促进糖问题方面的国际合作。

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* 英文名称是cyclamates。

I hereby certify that the foregoing text is a true copy of the International Sugar Agreement, 1977, opened for signature at United Nations Headquarters, New York, from 28 October until 31 December 1977, the original of which is deposited with the Secretary-General of the United Nations.

For the Secretary-General:
The Directon of the General Legal Division, in charge of the Office of Legal Affairs,

United Nations, New York
28 October 1977

Je certifie que le texte qui précède est une copie conforme de l'Accord international de 1977 sur le sucre, ouvert à la signature au Siège de l'Organisation des Nations Unies, à New York, du 28 octobre au 31 décembre 1977, et dont l'original se trouve déposé auprès du Secrétaire général de l'Organisation des Nations Unies.

Pour le Secrétaire général :
Le Directeur de la Division des questions juridiques générales, chargé du Service juridique,

Organisation des Nations Unies, New York
28 octobre 1977

PROCES-VERBAUX OF RECTIFICATION dated September 3 and 14 and November 27, 1978, January 21 and April 11, 1979 and February 14, 1980.

List of corrections to the authentic French text:

Article 2, definition (20)

Article 2, définition 20

for/au lieu de "Cours du jour"

read/lire "prix quotidien"

Article 34, subparagraph 2 (g), lines 22 and 23

Article 34, sous-paragraphe 2 (g), lignes 22 et 23

for/au lieu de

..., quand cet excédent ne pourrait être exporté par imputation sur les contingents en vigueur, ...

read/lire

..., excédent qui n'a pu être exporté au titre des contingents en vigueur, ...

Article 44, sub-heading B

Article 44, sous-titre B

for/au lieu de Ecoulement des stocks spéciaux

read/lire Déblocage des stocks spéciaux

Article 44, paragraph 7, subparagraph b, line 5

Article 44, paragraphe 7, alinéa b, ligne 5

for/au lieu de précédemment écoulés

read/lire précédemment débloqués

Article 44, paragraph 8, line 2
Article 44, paragraphe 8, ligne 2
for/au lieu de écoulement des stocks
read/lire déblocage des stocks

Article 44, paragraph 9, line 2
Article 44, paragraphe 9, ligne 2
for/au lieu de écoule
read/lire débloque

Article 44, paragraph 9, line 4
Article 44, paragraphe 9, ligne 4
for/au lieu de écoulée
read/lire débloquée

Article 45, paragraph 5, line 8
Article 45, paragraphe 5, ligne 8
for/au lieu de Les importations ou déductions
read/lire Les imputations ou déductions

Article 46, paragraph 5, line 4
Article 46, paragraphe 5, ligne 4
for/au lieu de écoulement
read/lire déblocage

Article 46, paragraph 5, subparagraph a, line 3
Article 46, paragraphe 5, alinéa a, ligne 3
for/au lieu de l'écoulement
read/lire le déblocage

Article 46, paragraph 5, subparagraph b, line 3
Article 46, paragraphe 5, alinéa b, ligne 3
for/au lieu de l'écoulement
read/lire le déblocage

Article 46, paragraph 5, subparagraph c, line 3
Article 46, paragraphe 5, alinéa c, ligne 3
for/au lieu de l'écoulement
read/lire le déblocage

Article 46, paragraph 7, line 2
Article 46, paragraphe 7, ligne 2
for/au lieu de écouler
read/lire débloquer

Article 46, paragraph 9, line 1
Article 46, paragraphe 9, ligne 1
for/au lieu de l'écoulement
read/lire le déblocage

Article 51, paragraph 2, line 3
Article 51, paragraphe 2, ligne 3
for/au lieu de certificat délivré par le Conseil
read/lire certificat agréé par le Conseil

Article 51, paragraph 3, line 6
Article 51, paragraphe 3, ligne 6
for/au lieu de certificat délivré par le Conseil
read/lire certificat agréé par le Conseil

Article 61, title
Article 61, titre
for/au lieu de Cours du jour et prix pratiqué
read/lire Prix quotidien et prix pratiqué

Article 61, paragraph 1, line 1
Article 61, paragraphe 1, ligne 1

for/au lieu de cours du jour
read/lire prix quotidien

Article 75, paragraph 2, line 2
Article 75, paragraphe 2, ligne 2

for/au lieu de six mois
read/lire deux mois

List of corrections to the authentic Russian text:

Article 1, paragraph b, line 1
Article 1, paragraphe b, ligne 1

for/au lieu de

..., включая избежание чрезмерных колебаний цен на уровнях, которые были бы выгодными и справедливыми для производителей и справедливыми для потребителей, и учитывали бы ... колебания обменных курсов,... торговле, и запасах...

read/lire

..., - включая предотвращение чрезмерных колебаний цен, - при таких уровнях цен, которые были бы выгодными и справедливыми для производителей и оправданными для потребителей и учитывали бы... колебания обменных курсов ... торговле и запасах...

Article 2, paragraph 17, line 1

Article 2, paragraphe 17, ligne 1

for/au lieu de

"глобальная квота" означает количество сахара, которое указано в пункте 2 Статьи 40 и которое...

read/lire

"глобальная квота" означает количество, определяемое согласно пункту 2 статьи 40, которое...

Article 4, paragraph 1, line 1

Article 4, paragraphe 1, ligne 1

for/au lieu de

Каждая сторона является отдельным участников Организации,...

read/lire

Каждая сторона является отдельным участником Организации,...

Article 5, paragraph 4, line 1

Article 5, paragraphe 4, ligne 1

for/au lieu de

Если по соглашению, предусмотренному в пункте 3 настоящей статьи, в период до заключения указанного соглашения...

read/lire

При отсутствии иных договоренностей в отношении налогообложения, применяемых в соответствии с соглашением, предусмотренным в пункте 3 настоящей статьи, а также в период до заключения соглашения, упомянутого выше, новая...

Article 7, paragraph 2, line 2

Article 7, paragraphe 2, ligne 2

for/au lieu de

Участник может так же назначить...

read/lire

Участник может также назначить...

Article 11, paragraph 4, subparagraph c

Article 11, paragraphe 4, alinéa c

for/au lieu de

c) их общего производства

read/lire

c) их общее производство

Article 16, line 2

Article 16, ligne 2

for/au lieu de

... более половины всех импортирующих участнико , присутствующие участники должны располагать...

read/lire

... более половины всех импортирующих участников:
присутствующие участники должны располагать при этом...

Article 16, line 9

Article 16, ligne 9

for/au lieu de

... присутствующие участники должны представлять...

read/lire

... присутствующие участники должны представлять при этом...

Article 18, paragraph 9, line 3

Article 18, paragraphe 9, ligne 3

for/au lieu de

... или не ему передавали своих голосов...

read/lire

... или не передавали ему своих голосов...

Article 19, paragraph 1, subparagraph r

Article 19, paragraphe 1, alinéa r

for/au lieu de

... лишение участника права голосования

read/lire

... лишение участника права голоса...

Article 24, paragraph 4, line 1

Article 24, paragraphe 4, ligne 1

for/au lieu de

на восемь месяцев

read/lire

за восемь месяцев

Article 27, line 4

Article 27, ligne 4

for/au lieu de

... квоты или или право...

read/lire

... квоты или право...

Article 31, paragraph 2, line 8

Article 31, paragraphe 2, ligne 8

for/au lieu de

Количества сверхъежегодных...

read/lire

Количества сверх ежегодных...

Article 32, paragraph 3, line 2

Article 32, paragraphe 3, ligne 2

for/au lieu de

... согласно пункту 6 настоящей статьи 32 (2), не будут включать...

read/lire

... согласно пункту 6 настоящей статьи, не будут включать...

Article 34, subparagraph 2 (g), second and third sentences

Article 34, sous-paragraphe 2 (g), deuxième et troisième phrases

for/au lieu de

При этом основной экспортный тоннаж, установленный в соответствии с подпунктами "с" "ii","iii" настоящего пункта,увеличивается на 80% излишка, который невозможно экспортировать и который возник в связи с указанным проектом в начале соответствующего контингентного года. Под излишком, который не может быть экспортирован, подразумевается количество сахара, которое находится в запасах на 31 декабря сверх потребностей внутреннего потребления и полного обязательства по запасам согласно статье 46 плюс количества, поставляемые по специальным соглашениям, за вычатом запасов, хранимых в нарушение статьи 45, причем указанный излишек невозможно экспортировать в счет действующей квоты, если: ...

read/lire

При этом основной экспортный тоннаж, установленный в соответствии с подпунктами "с" "i","ii" и "iii" настоящего пункта, увеличивается на 80% излишка, который невозможно экспортировать и который возник в связи с указанным проектом в начале соответствующего контингентного года. Под излишком, который невозможно экспортировать, подразумевается количество сахара, которое находится в запасах на 31 декабря сверх потребностей внутреннего потребления и полного обязательства по запасам согласно статье 46 плюс количества, поставляемые по специальным соглашениям, за вычетом запасов, хранимых в нарушение статьи 48, причем указанный излишек невозможно было экспортировать в счет действующих квот, при условии что: ...

Article 36, paragraph 3, line 4

Article 36, paragraphe 3, ligne 4

for/au lieu de

... право не экспорт...

read/lire

право на экспорт...

Article 43, paragraph 1, subparagraph a
Article 43, paragraphe 1, alinéa a

for/au lieu de

портфолы будут перераспределяться,...

read/lire

портфолы не будут перераспределяться,...

Article 44, paragraph 7, line 2
Article 44, paragraphe 7, ligne 2

for/au lieu de :

ниже соответствующего уровня...

read/lire :

на более низком уровне...

Article 45, paragraph 1, line 8
Article 45, paragraphe 1, ligne 8

for/au lieu de

...его минимальное экспортное право,...

read/lire

... его минимальное право на экспорт,...

Article 45, paragraph 2, line 4
Article 45, paragraphe 2, ligne 4

for/au lieu de

...какая из величин ни окажется меньше...

read/lire :

...в зависимости от того, какая из этих величин окажется меньшей...

Article 45, paragraph 7, line 6

Article 45, paragraphe 7, ligne 6

for/au lieu de

... полномочий пункта 1...

read/lire

... положений пункта 1...

Article 46, paragraph 2, line 1

Article 46, paragraphe 2, ligne 1

for/au lieu de :

...состоят из необрсменного сахара...

read/lire :

...состоят из сахара, в отношении которого не принято каких-либо обязательств, ...

Article 50, paragraph 4, line 1

Article 50, paragraphe 4, ligne 1

for/au lieu de

Совет и консультации с Исполнительным директором...

read/lire

Совет в консультации с Исполнительным директором...

Article 54, paragraph 3, line 3

Article 54, paragraphe 3, ligne 3

for/au lieu de

... требующих для погашения...

read/lire

... требующихся для погашения...

Article 54, paragraph 5, line 6

Article 54, paragraphe 5, ligne 6

for/au lieu de

... со статье 53,...

read/lire

... со статьей 53,...

Article 57, paragraph 1, line 5

Article 57, paragraphe 1, ligne 5

for/au lieu de :

...независимо от года наименьшего импорта...

read/lire :

...без учета года наименьшего импорта...

Article 61, paragraph 3, line 4

Article 61, paragraphe 3, ligne 4

for/au lieu de

... иных критерий...

read/lire

... иных критериев...

Article 67, paragraph 4, line 1

Article 67, paragraphe 4, ligne 1

for/au lieu de

Каждый экспортный участник,...

read/lire

Каждый экспортирующий участник,...

Article 69, paragraph 1, line 1

Article 69, paragraphe 1, ligne 1

for/au lieu de

... обстоятельствами форс-мажор,...

read/lire

... форс-мажорными обстоятельствами...

Article 76, paragraph 2, line 3

Article 76, paragraphe 2, ligne 3

for/au lieu de

... считаются включенными в приложение I или в приложение II, в соответствующем порядке:

read/lire

... считаются включенными соответственно в приложение I или в приложение II:

Article 78, paragraph 2, line 1

Article 78, paragraphe 2, ligne 1

for/au lieu de

... правительство, которое по состоянию на 31 декабря 1977 года являлось...

read/lire

... правительство, которое являлось...

List of corrections to the authentic Spanish text:

Article 2, definition (6)
Article 2, définition (6)

for/au lieu de Fondo de Negociación de Reservas
read/lire Fondo de Financiación de Existencias

Article 3, paragraph 3, lines 2 and 3
Article 3, paragraphe 3, lignes 2 et 3

for/au lieu de Fondo de Negociación de Reservas
read/lire Fondo de Financiación de Existencias

Article 34, subparagraph 2 (g), lines 21 and 22
Article 34, sous-paragraphe 2 (g), lignes 21 et 22

for/au lieu de

...en el artículo 48. Ese excedente no podrá ser exportado...

read/lire

...en el artículo 48, excedente que no pudo ser exportado...

INDONESIA

Agricultural Commodities

Agreement amending the agreement of May 17, 1977, as amended.
Effected by exchange of notes
Signed at Jakarta October 2, 1979;
Entered into force October 2, 1979.

The American Ambassador to the Indonesian Minister for Foreign Affairs ad interim

JAKARTA, *October 2, 1979*

EXCELLENCY,

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 17, 1977, as amended on September 9, 1977, December 16, 1977, February 23, 1978, July 13, 1978, December 6, 1978 and July 19, 1979[1] and to propose that Part II, Particular Provisions, be further amended as follows:

A. Item I, Commodity Table: Under appropriate column headings, make the following changes:

(1) On line titled "Wheat/Wheat Flour" and under appropriate column headings, change "530,000" to "582,000" and "$65.10" to "$74.57."
(2) On line titled "Rice" and under appropriate column headings, change "795,000" to "915,000" and "$235.04" to "$275.84."
(3) On line titled "Total" and under column titled "Maximum Export Market Value" change "$306.50" to "$356.77."

All other terms and conditions of the May 17, 1977 Agreement as amended remain the same.

Further, that the letters dated December 16, 1977, exchanged between ourselves which incorporated the list of development projects that will be undertaken with the PL–480[2] commodities under the Second Amendment to the Title I, PL–480 Agreement dated May 17, 1977, or the proceeds generated by the sale, be modified to incorporate the funds generated by the proceeds from the sale of commodities

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[1] TIAS 8677, 8913, 8984, 9169, 9528; 28 UST 6172; 29 UST 1982, 2877, 6059; 30 UST 5941.
[2] 68 Stat. 454; 7 U.S.C. § 1701 *et seq.*

under the Seventh Amendment to the May 17, 1977, Title I, PL-480 Agreement and allocate such funds to the projects development and program for the regions $36.8 million and transmigration program $13.47 million.

If the foregoing is acceptable to your Government, I have the honor to propose that this Note and your reply thereto constitute an Agreement between our two Governments effective on the date of your Note in reply.

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

EDWARD E MASTERS

Attachment

His Excellency
M. PANGGABEAN
Minister for Foreign Affairs Ad Interim
Department of Foreign Affairs
Jakarta

9. DEVELOPMENT AID PROGRAM FOR THE REGIONS

Objectives of the Program

1. Inadequate infrastructure is a serious bottleneck to the development of the potential of several rural areas on Java and even more so on the outer islands. Many of the poorest areas exist in virtual isolation because of the difficulty and expense of land communications. In addition, much of the valuable agricultural potentials available in those areas has remained idle or is very inadequately developed due to lack of simple irrigation or drainage structures, markets and communication centers such as bus terminals, river ports, etc. The construction (and rehabilitation) of farm to market roads, bridges and other infrastructural facilities as referred to above, will not only promote development in these rural and remote areas, but will directly affect the well-being of these predominantly poor, rural populations.

2. During the period of such construction work, such generally labour intensive activities will provide substantial employment and income opportunities for landless labourers and unemployed or underemployed people in selected areas. High priority has therefore been given by the Government to the provision of financial assistance to the regions (particularly the so called second level autonomous regions or "Kabupatens") to help them in carrying out developmental activities as described above. Such development program is seen also as being instrumental in spreading the fruits of development and progress (as well as income) in larger areas and among wider segments of the population of the country, an objective to which an overriding importance is being attached in the current (Third) Five Year Development Plan.

Location of Program

3. Implementation of the above development activities is under the Aid Program for the development of the second level autonomous regions in all provinces, except East Timor.

Scope of Work

4. Program activities include the construction or rehabilitation and improvement of:

(i) Farm to market roads
(ii) Bridges
(iii) Simple irrigation and drainage facilities
(iv) Markets
(v) Bus terminals
(vi) River harbours, etc.

Implementation Time

5. The Development Aid Program for the second level autonomous regions is a long-term program. It was started in 1970/71 and is expected to continue for several years.

Sponsor of Program

6. The Department of Home Affairs is responsible for the Program which is executed under the direct supervision of the second level autonomous regions.

Financing of Program

7. The Program is financed from special Government allocations made available each year to the regions concerned. A total outlay of Rp 82,715 billion or the equivalent of $132 million has been budgeted for 1979/80 as follows:

	Amount Budgeted	
Construction/Rehabilitation of—	Billion	Million
Roads	Rp 49, 545	$79, 272
Bridges	Rp 10, 669	$17, 070
Irrigation facilities	Rp 7, 802	$12, 483
Drainage/Flood control facilities	Rp 572	$915
Markets	Rp 312	$499
Sewers	Rp 5, 672	$9, 075
Bus terminals	Rp 488	$780
River harbours	Rp 192	$307
Other works	Rp 3, 643	$5, 829
Total	Rp 78, 896	$126, 234
General expenses (Management/Supervision)	Rp 2, 406	$3, 850
Total	Rp 81, 302	$130, 084
Preparational Expenditures for 1980/81	Rp 1, 413	$2, 261
Grand Total	Rp 82, 715	$132, 345

8. It is contemplated that part of this 1979/80 Program, in particular a major part of the construction of the farm to market roads, will be financed by funds generated from the proceeds from the sale of agricultural commodities under the Seventh Amendment of October 2, 1979 to the May 17, 1977, Title I PL-480 Agreement between the Government of the United States of America and the Government of the Republic of Indonesia. The amount allocated from such proceeds for this purpose will be Rp 23 billion or the equivalent of $36.8 million.

10. TRANSMIGRATION PROGRAM

Objectives of Program

1. In terms of population, Indonesia ranks fifth in the world with 138 million people (1978). The high density in population on certain islands (in particular on Java, Madura, Bali and Lombok), which now contain two thirds of the country's population on only seven percent of the land area, has resulted in tremendous pressure on land, highly fragmented holdings and a rapidly growing force of landless farmers. Levels of income and employment in the rural areas of these islands are, as can be expected, extremely low. Increasing priority has therefore been given by the Government to the movement of settlers on a large scale to the under populated "outer islands." This so called "transmigration program" has the multiple objectives of relieving population pressures by redistribution of people, cultural assimilation and integration of the people involved and the development of new agricultural potentials in the sparsely populated islands where ample land resources are still available.

2. About 100,000 families (each of five members) have been moved under the Government transmigration program during the first two Five Year Development Plan's period. In the coverage of the current Plan, another 500,000 families are scheduled to be resettled according to the following time table:

1979/80	50,000 families
1980/81	75,000 families
1981/82	100,000 families
1982/83	125,000 families
1983/84	150,000 families
	500,000 families

3. In the new areas of settlement, the transmigrants are provided with housing and (at least) two hectares of land per family for the growing of food and commercial crops. They are also provided with a certain quantity of food and other basic necessities for the first period of 12 months, and for an additional period of 6 months in so called "pasang surut" (ebb tide) areas. Food Aid for an extended period of several months is provided also in special circumstances.

Location of Program

4. The transmigration program is spread, practically speaking, in all provinces of the outer islands. During the year 1979/80, it will consist of 34 projects in the following 16 provinces:

a. 1. North Sumatra 2. Riau 3. Jambi 4. Bengkulu 5. West Sumatra 6. South Sumatra 7. Lampung
b. 1. West Kalimantan 2. Central Kalimantan 3. South Kalimantan 4. East Kalimantan
c. 1. North Sulawesi 2. Central Sulawesi 3. Southeast Sulawesi
d. Maluku
e. Irian Jaya

Scope of Work

5. The overall Transmigration Program covers a wide variety of activities in various fields of discipline. Such activities include:

(i) Preparation and Development of Land

1. Land capability surveys
2. Mapping
3. Landclearing
4. Construction of houses, schools, policlinics
5. Construction of irrigation works, roads, bridges, etc.

(ii) Preparation and Movement of Transmigrants

1. Survey of areas for recruitment of transmigrants
2. Selection of transmigrants
3. Crash training courses for transmigrants
4. Transportation to new areas of settlement

(iii) Aid and Guidance to Transmigrants

1. Provision of a package of food and other basic necessities
2. Medical care (including family planning)
3. Educational, religious cultural and other services (including community programs)
4. Guidance and assistance in cultivation of land

Implementation Time

6. The resettlement of people from the overcrowded islands of Java, Madura, Bali and Lombok with the assistance of the Government is a long term development program. As stated above, the 1979/80 program provides for the resettlement of 50,000 families.

7. In view of the multidisciplinary nature of the overall transmigration program several Government Departments and Agencies are involved in its execution. However, the Directorate General of Transmigration of the Department of Manpower and Transmigration is the central agency responsible for the Program. In particular, this Agency has a special responsibility and control over that part of

the program for which financing under the PL–480 Title I Agreement is being contemplated (see below).

Financing of Program

8. The overall transmigration program is financed by the Government developmental budget appropriated to the various technical Departments concerned. Part of such budgetary financing is generated from the sale of commodities under the Seventh Amendment of October 2, 1979, to the May 17, 1979, Title I PL–480 Agreement on Agricultural Commodities between the Government of the United States of America and the Government of the Republic of Indonesia, amounting to $13.47 million (or Rp 8.35 billion).

9. This partial financing from such sales' proceeds is to cover the following activities:

	Tons of Rice	Value of Rice incl. Transp. costs
(i) Provision of Food Aid (Rice)		
To Families resettles in 1978/79	1, 705. 9	Rp 348, 009, 720
To Families resettled in 1979/80	32, 943. 4	Rp 6, 248, 750, 000
Total	33, 649. 3	Rp 6, 596, 784, 720
(ii) Storage and Maintenance of Rice, including the construction of 120 godowns.	—	Rp 600, 000, 000
(iii) Handling, Management and Supervision	—	Rp 1, 154, 615, 280
Grand Total	33, 649. 3	Rp 8, 351, 400, 000

The Indonesian Minister for Foreign Affairs ad interim to the American Ambassador

MINISTER FOR FOREIGN AFFAIRS
REPUBLIC OF INDONESIA

Jakarta, October 2, 1979.

No. : D.1105/79/01.

Your Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note of October 2, 1979 which reads as follows :

" I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 17, 1977, as amended on September 9, 1977, December 16, 1977, February 23, 1978, July 13, 1978, December 6, 1978 and July 19, 1979 and to propose that Part II, Particular Provisions, be further amended as follows :

A. Item I, Commodity Table : Under appropriate column headings, make the following changes :

(1) On line titled "Wheat/Wheat Flour" and under appropriate column headings, change "530,000" to "582,000" and "$65.10" to "$74.57".

(2) On line titled "Rice" and under appropriate column headings, change "795,000" to "915,000" and "$235.04" to "$275.84."

(3) On line titled "Total" and under column titled "Maximum Export Market Value" change "$306.50" to "$356.77."

All other terms and conditions of the May 17, 1977 Agreement as amended remain the same.

His Excellency
Edward E. Masters
The United States Ambassador
Jakarta

Further, that the letters dated December 16, 1977, exchanged between ourselves which incorporated the list of development projects that will be undertaken with the PL-480 commodities under the Second Amendment to the Title I, PL-480 Agreement dated May 17, 1977, or the proceeds generated by the sale, be modified to incorporate the funds generated by the proceeds from the sale of commodities under the Seventh Amendment to the May 17, 1977, Title I, PL-480 Agreement and allocate such funds to the projects development and program for the regions $36.8 million and transmigration program $13.47 million.

If the foregoing is acceptable to your Government, I have the honor to propose that this Note and your reply thereto constitute an Agreement between our two Governments effective on the date of your Note in reply.

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

I have further the honour to confirm that the proposed amendments as described in Your Note are acceptable to my Government and to agree that Your Excellency's Note and this reply shall be regarded as constituting an agreement between our two Governments with effect from the date of this Note.

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

M. PANGGABEAN

Minister for Foreign
Affairs ad interim.

MACAO

Trade in Textiles and Textile Products

Agreement amending the agreement of March 3, 1975, as amended and extended.
Effected by exchange of letters
Signed at Washington October 17, 1979;
Entered into force October 17, 1979.

The Deputy Assistant Secretary of State for International Trade Policy to the Macao Secretary for Economic Affairs

OCTOBER 17, 1979

DR. JOSE LUIS DE CHAGAS HENRIQUE DE JESUS
Secretary for Economic Affairs
Provincia de Macau
Macau

DEAR DR. DE JESUS:

I have the honor to refer to the Agreement between the United States of America and Portugal Relating to Trade in Cotton, Wool, and Man-Made Fiber Textiles and Textile Products, between Macau and the United States, with Annex, effected by exchange of notes at Lisbon, March 3, 1975 as amended [1] (the Agreement). I also have the honor to propose on behalf of my Government that for the 1979 Agreement Year only, the specific limit for Category 333/334/335 be increased by 9,108 dozen. Flexibility will continue to be calculated on the original 1979 base level of 77,616 dozen for this Category.

I also propose that specific limits be established for the 1979 Agreement Year as follows:

Category	*Specific Limit*
340	101,958 dozen
341	62,069 dozen
640	37,500 dozen
641	62,069 dozen

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[1] TIAS 8027, 8672, 9229, 9472; 26 UST 215; 28 UST 6119; 30 UST 954, 4487.

I also propose that the consultation level for Category 351 be increased by 6,000 dozen to establish a designated consultation level of 19,462 dozen for the 1979 Agreement Year.

If the foregoing is acceptable to your Government, this letter and your letter of confirmation will constitute an amendment to the Agreement.

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

Sincerely,

ERNEST JOHNSTON

Ernest Johnston
Deputy Assistant Secretary
for International Trade Policy.

The Macao Secretary for Economic Affairs to the Deputy Assistant Secretary of State for International Trade Policy

Mr. Ernest Johnston
Deputy Assistant Secretary
for International Trade Policy
U.S. Department of State
Washington, D.C.

Dear Mr. Johnston:

I have the honor to refer to your letter of October 17, 1979 regarding specific points of our textiles Agreement agreed upon at our meeting held in Washington, D.C. the week of October 15, 1979.

This note is to confirm on behalf of the Government of Macau that the Amendments to the Agreement which have been discussed and agreed have been accepted by this Government.

I take this opportunity to renew the assurances of my high consideration.

Yours Sincerely,

Jose Luis de Chagas Henrique de Jesus
Secretary for Economic Affairs

INDONESIA

Trade: Visa System for Textile Exports

Agreement effected by exchange of letters
Signed at Jakarta October 1 and 15, 1979;
Entered into force October 15, 1979.

The American Counselor for Economic and Commercial Affairs to the Indonesian Director of International Trade Relations, Department of Trade and Cooperatives

JAKARTA, INDONESIA

OCTOBER 1, 1979

MR. DARRY SALIM
Director of International
Trade Relations
Department of Trade and
Cooperatives
Jl. Abdul Muis 87
Jakarta

DEAR MR. SALIM:

I wish to propose on behalf of my Government that the following visa system be established for exports to the United States of America of cotton, wool and man-made fiber apparel manufactured in Indonesia:

1. Each shipment shall be accompanied by an export visa issued by the Republic of Indonesia. The export visa will be signed by an authorized official of the Republic of Indonesia and will appear as original stamped marking in blue ink on the front of the Special Customs Invoice Form 5515, successor document or commercial invoice when such form is issued.
2. The names of facsimile signatures of the officials authorized to issue export visas will be supplied by the Republic of Indonesia. The Republic of Indonesia will notify the Government of the United States of America of any changes of authorized officials, and will provide facsimiles of newly authorized officials' signa-

tures. A minimum number of officials will be authorized to issue visas and certifications.

3. Shipments not accompanied by a valid visa in accordance with this letter, after the effective date of this requirement, shall be denied entry by the Government of the United States of America except upon specific request of the Republic of Indonesia.
4. The United States Government shall publish in the Federal Register this visa system upon receipt of the authorized visa stamp and signatures from the Republic of Indonesia. The visa system will be similar to the sample attached to this letter. The visa system will become effective 30 days after the date of publication for shipments exported from Indonesia on and after that date and 90 days after the date of publication for shipments exported from Indonesia before that date.
5. Either Government may terminate, in whole or in part, this administrative arrangement by giving 90 days written notice thereof to the other.
6. Merchandise for the personal use of the importer and not for resale does not require a visa for entry.

If the foregoing proposal is acceptable to your Government, this letter and your letter of acceptance on behalf of the Republic of Indonesia shall constitute an administrative arrangement between our two Governments.

Sincerely,

HENRY BARDACH
Counselor for Economic and Commercial Affairs

Enclosure: As stated

Republic Of Indonesia
Textile Export Visa
No : .....
Date: .....

.....
Signature

The Indonesian Director for External Trade Relations, Department of Trade and Cooperatives, to the American Counselor for Economic and Commercial Affairs

REPUBLIC INDONESIA

Jakarta, October 15, 1979.

Mr. Henry Bardach,
Counselor for Economic and
Commercial Affairs,
Embassy of the United States
of America
JAKARTA

Sir,

I have the honour to refer to your letter today concerning an understanding on the proposal of the Government of the United States of America to establish a visa system for exports from Indonesia to the United States of America of cotton, wool and man-made fibre apparel manufactures in Indonesia and to confirm the result of discussion/consultation reached on the subject as follows :

1. Each shipment shall be accompanied by an export visa issued by the Republic of Indonesia. The export visa will be signed by an aothorized official of the Republic of Indonesia and will appear as original stamped marking in blue ink on the front of the Special Customs Invoice Form 5515, successor document or commercial invoice when such form is issued.

2. The names of facsimile signatures of the officials authorized to issue export visas will be supplied by the Republic of Indonesia. The Republic of Indonesia will notify the Government of the United States of America of any changes of authorized officials, and will provide facsimiles of newly authorized officials' signatures. A minimum number of officials will be authorized to issue visas and certifications.

3. Shipments not accompanied by a valid visa in accordance with this letter, after the effective date of this requirement, shall be denied entry by the Government of the United States of America except upon specific request of the Republic of Indonesia.

4. The United States Government shall publish in the FEDERAL REGISTER this visa system upon receipt of the authorized visa stamp and signatures from the Republic of Indonesia. The visa system will be similar to the sample attached to this letter. The visa system will become effective 30 days after the date of publication for shipments exported from Indonesia on and after that date and 90 days after the date of publication for shipments exported from Indonesia before that date.

5. Either Government may terminate, in whole or in part, this administrative arrangement by giving 90 days thereof to the other.

6. Merchandise, for the personal use of the importer and not for resale does not require a visa for entry.

I further have the honour to confirm the following additional understanding reached between us during our talks which have taken place in Jakarta, on September 19, 1979, i.e. :

7. The Government of Indonesia will provide the Government of the United States of America, via the United States Embassy of America in Jakarta, with regular reports consisting of total figures of exports of goods to the United States of America and total visas issued during the corresponding period.

8. Whenever the competent United States authorities have reasonable doubt as to the accuracy of the information regarding the true origin of the products in question these authorities shall inform the competent authorities in Indonesia the reasons for an enquiry.
The result of the subsequent verification carried out in accordance with this procedure shall be communicated to the competent United States authorities as soon as possible.

9. The Government of Indonesia and the Government of USA agree to consult each other, at the request of either Party, if any problem should arise out of the implementation of these arrangements.

The foregoing provisions being acceptable, it is agreed that your letter together with this reply shall constitute an agreement between the two Government which shall enter into force on the date of this reply.

Accept, Sir, the assurances of my highest consideration.

Sincerely,

Darry Salim
Director for External Trade Relations,
Department of Trade and Cooperatives.

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Earth Sciences and Environmental Studies

Memorandum of understanding signed at Reston and London September 21 and 26, 1979;
Entered into force September 26, 1979.

MEMORANDUM OF UNDERSTANDING
BETWEEN
GEOLOGICAL SURVEY
OF THE
DEPARTMENT OF THE INTERIOR OF THE
UNITED STATES OF AMERICA
AND
THE NATURAL ENVIRONMENT RESEARCH COUNCIL
OF THE
UNITED KINGDOM ON COOPERATION IN EARTH SCIENCES
AND ENVIRONMENTAL STUDIES

Article I. Scope and Objectives

The Geological Survey of the United States Department of the Interior (hereinafter referred to as "USGS") and the Natural Environment Research Council of the United Kingdom (hereinafter referred to as "NERC"), hereby agree to pursue scientific and technical cooperation in the earth sciences and environmental studies in accordance with this Memorandum of Understanding (hereinafter referred to as "Memorandum"), which establishes the procedure for cooperation.

The purpose of this Memorandum is to establish a framework for the exchange of scientific and technical knowledge and augmentation of scientific and technical capabilities of USGS and NERC (hereinafter sometimes referred to as the "Parties") with respect to earth sciences and environmental studies. Cooperative activities in these fields may include, but are not

limited to, exchanges of technical information, joint studies of mutual interest. and exchange visits of individuals sponsored by either Party who are engaged in research projects of mutual interest within the scope of regular programs of USGS and NERC.

For cooperation requested by NERC that extends into subjects outside the scope of USGS, USGS may, with the consent of NERC, and compatible with existing United States laws, executive orders, regulations, and policies, endeavor to enlist the participation of other United States entities. The NERC may, with the consent of USGS, include the participation of other organizations of the United Kingdom in the development of activities contained in the scope of this Memorandum.

Article II. Cooperative Activities

Cooperative activities under this Memorandum may include, but are not limited to, activities in the following areas of mutual interest: geology, geophysics and oceanography.

Article III. Source of Funding

The activities carried out under this Memorandum and any annexes thereto, will be subject to and dependent upon the funds and manpower available to USGS and NERC. Each Party will cover its own costs except in cases where special financing is available for selected activities; in such cases, the terms of financing will be agreed upon by both Parties before the commencement of activities.

Article IV. Reports, Documents and Release of Information

Subject to the applicable laws and regulations of the respective countries, information, data and reports of cooperative activities undertaken under this Memorandum may be released by either party at its own descretion after consultation with the other party, or as otherwise may be required by conditions and circumstances in connection with any annex executed pursuant to Article VIII herein.

Any commitment of USGS to preserve the confidentiality of information is subject to applicable United States laws and regulations.

Article V. Review of Activities

The Parties will designate representatives who, at times mutually agreed by the Parties, will review the activities under this Memorandum.

Article VI. Disclaimer

Information transmitted by one Party to the other Party under this Memorandum shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the information transmitted for any particular use or application by the Receiving Party or by any third Party.

Article VII. Project Annexes

The specifics of any activity agreed upon within the terms of this Memorandum, including as appropriate, details concerning financial arrangements and the allocation and protection of property rights, shall be confirmed in writing between the Parties. Any activity-involving

other than the exchange of technical information or exchange visits of individuals shall be described in an annex to this Memorandum which shall set forth a work plan, staffing requirements, cost estimates, funding sources, and other undertakings, obligations, or conditions not included in this Memorandum. In case of any inconcistency between the terms of this Memorandum and the terms of an annex hereto, the terms of this Memorandum shall be controlling.

Article VIII. Entry into Force and Termination

This Memorandum shall enter into force upon signature by both Parties and remain in force for five (5) years, unless extended by mutual agreement. This Memorandum may be terminated at any time by either Party upon ninety (90) days written notice to the other Party. The termination of this Memorandum shall not affect the validity or duration of projects under this Memorandum which are initiated prior to such termination.

Geological Survey of the
Department of the Interior
United States of America

Name: Henry W. Coulter
(Sgd) Henry W. Coulter

Title: Assistant Director

Date: SEP 21 1979

Natural Environment Council
of the United Kingdom

Name: RJH Beverton
(Sgd) R J H Beverton

Title: Secretary to Council

Date: 26 SEP 79

PHILIPPINES

Use of Veterans Memorial Hospital: Grants-in-Aid for Medical Care and Treatment of Veterans and Rehabilitation of the Hospital Plant

Agreement signed at Manila September 5, 1979;
Entered into force September 5, 1979;
Effective October 27, 1978.

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND THE REPUBLIC OF THE PHILIPPINES CONTINUING THE OPERATIONS OF THE UNITED STATES VETERANS ADMINISTRATION IN THE PHILIPPINES

WHEREAS, the Congress of the United States by Public Law 95-520, approved October 26, 1978,[1] as embodied in Sections 230(b), 624, and 632, Title 38, United States Code, has provided for the extension of the operations of the United States Veterans Administration Regional Office in the Philippines to September 30, 1981, and for further assistance by grants-in-aid to the Republic of the Philippines in providing medical care and treatment and nursing home care for certain veterans, as defined below, for replacement and upgrading of equipment and for rehabilitating the physical plant of the Veterans Memorial Medical Center, and for education and training of health service personnel who are assigned to such hospital, and

WHEREAS, the Republic of the Philippines is desirous of taking advantage of the provisions thereof for the purpose of continuing the operations of the United States Veterans Administration in the Republic of the Philippines, particularly that of extending the program of medical care and hospitalization and providing nursing home care of those disabled veterans who come within the purview of Public Law 95-520, as embodied in Section 230(b), 624, and 632, Title 38, United States Code.

The United States of America and the Republic of the Philippines have decided to conclude a new Agreement for the above purposes, the regulations relating to which the United States of America will promulgate in the Federal Register, and do hereby agree as follows:

[1] 92 Stat. 1820.

TITLE 1

PURPOSES OF CONTRACT

ARTICLE 1. Subject to mutual agreement, the necessary appropriation acts of the United States Congress, and such rules and regulations as, from time to time, may be prescribed by the Administrator of Veterans Affairs of the United States, to whom the President of the United States has delegated the authority conferred upon him by Sections 631-634, Title 38, United States Code, the Administrator of Veterans Affairs of the United States will enter into a contract with the Director of the Veterans Memorial Medical Center subject to the approval of the Minister of National Defense of the Republic of the Philippines, as follows:

(a) To provide reimbursement to the Republic of the Philippines by the United States of America for hospital care in the Republic of the Philippines of Commonwealth Army veterans and New Philippine Scouts determined by the Administrator of Veterans Affairs of the United States to be in need of such hospital care for service-connected disabilities, at a per diem rate to be jointly determined for each fiscal year by the two Governments to be fair and reasonable;

(b) To provide reimbursement as described in (a) above for hospital care at the Veterans Memorial Medical Center of Commonwealth Army veterans and of those New Philippine Scouts who enlisted before July 4, 1946, determined by the Administrator of Veterans Affairs of the United States to be in need of such hospital care for

non-service- connected disabilities, if they are unable to defray the expenses of necessary hospital care;

(c) To provide reimbursement for medical services in the Republic of the Philippines for Commonwealth Army veterans and New Philippine Scouts determined by the Administrator to be in need of such medical services for service-connected disabilities which shall be provided either in the Veterans Memorial Medical Center or at the Outpatient Clinic of the United States Veterans Administration, or by contract, at rates to be jointly determined for each fiscal year by the two Governments to be fair and reasonable;

(d) To provide reimbursement for nursing home care in the Republic of the Philippines for any Commonwealth Army veteran or New Philippine Scout who has been furnished hospital care and who has been determined by the Administrator to be in need of such nursing home care, at a per diem rate to be jointly determined for each fiscal year by the two Governments to be fair and reasonable but in no event to exceed 50 per centum of the per diem rate established pursuant to (a) above.

(e) To provide reimbursement for veteran's travel expenses incident to such hospitalization, medical services, or nursing home care which are authorized by the Administrator of Veterans Affairs of the United States;

(f) To provide that the period of the contract may be extended through and end on September 30, 1981;

(g) To provide that the total of payments for authorized hospital care, which includes cost of determining the medical need for such hospital care, and medical services plus any payments for authorized travel expenses incident to the hospitalization or medical services or nursing home care of Commonwealth Army veterans and New Philippine Scouts shall not exceed the amounts provided by the appropriation acts of the Congress of the United States for each fiscal year in the event such specific appropriations are enacted and in no event shall exceed $2,000,000 for any one fiscal year commencing October 1, 1978 and ending on September 30, 1981 which shall include an amount not to exceed $250,000 for any one such fiscal year for nursing home care as provided for in (d) above;

(h) To provide that during the contract period specified in this article, subject to mutual agreement of the officials designated to execute such actions, payments for hospital care and for medical services provided to Commonwealth Army veterans and New Philippin Scouts or to United States veterans may consist in whole or in part of available medicines, medical supplies, and equipment furnished by the Administrator of Veterans Affairs of the United States to the Veterans Memorial Medical Center at valuations therefor as determined by the Administrator of Veterans Affairs of the United States, provided the valuations so determined shall not be less than the cost of the items furnished, including transportation;

(i) To provide that during the period covered by such contract the Republic of the Philippines and the

Veterans Memorial Medical Center will replace and upgrade, as needed, the equipment of such hospital and will rehabilitate the existing physical plant and facilities of such hospital as soon as practicable to place the hospital on a sound and effective operating basis;

(j) To provide that failure of the Republic of the Philippines and the Veterans Memorial Medical Center to fulfill the commitment described in (i) above or to maintain such hospital in a well-equipped and effective operating condition, as determined by the Administrator of Veterans Affairs of the United States, shall be a ground for stopping payments under this Agreement upon reasonable notice as stipulated by the contract;

(k) To provide for grants by the Administrator of Veterans Affairs of the United States, on such terms and conditions as he may prescribe, to the Veterans Memorial Medical Center, to assists the Republic of the Philippines in the replacement and upgrading of equipment and in rehabilitating the physical plant and facilities of such hospital, which shall not exceed the amounts provided by the appropriation acts of the Congress of the United States for that purpose and in no event shall exceed the amount of $50,000 for each fiscal year during the period beginning October 1, 1978 and ending September 30, 1981;

(l) To provide for grants by the Administrator of Veterans Affairs of the United States to the Veterans

Memorial Medical Center for education and training of health service personnel who are assigned to such hospital which shall not exceed the amounts provided by the appropriation acts of the Congress of the United States for that purpose and in no event shall exceed $50,000 for each fiscal year during the period beginning October 1, 1978 and ending September 30, 1981, which grants shall be made on terms and conditions prescribed by the Administrator, including approval by him of all educational and training programs.

TITLE II

DELEGATION OF AUTHORITY

ARTICLE 2. The Minister of National Defense of the Philippine Government, under the general direction of the President of the Republic of the Philippines, shall have full authority to administer for the Government of the Republic of the Philippines all matters relating to the provision of medical care and treatment for veterans, for replacement and upgrading of equipment and for rehabilitating the physical plant of the Veterans Memorial Medical Center, and for education and training of health service personnel who are assigned to such hospital within the purview of Public Law 95-520, approved October 26, 1978, as embodied in Sections 230(b), 624, and 632 of Title 38, United States Code.

TITLE III

DEFINITIONS

ARTICLE 3. (a) The term "Commonwealth Army veterans" is agreed to mean persons who served before July 1, 1946, in the organized military forces of the Government of the Philippines, while such forces were in the service of the Armed Forces of the United States pursuant to the military order of the President of the United States dated July 26, 1941, including among such military forces organized guerrilla forces under commanders appointed, designated or subsequently recognized by the Commander-in-Chief, Southwest Pacific Area, or other competent authority in the Army of the United States, and who were discharged or released from such service under conditions other than dishonorable.

(b) The term "New Philippine Scouts" means persons who served in the Philippine Scouts under Section 14 of the Armed Forces Voluntary Recruitment Act of 1945,[1] and who were discharged or released from such service under conditions other than dishonorable.

(c) Determination by the Department of Defense of the United States as to military service shall be accepted by the United States Veterans Administration. In those cases in which the United States Veterans Administration shall have information which it deems reliable and in conflict with the information upon which a determination was made, such cases together with the

[1] 59 Stat. 538.

information in the possession of the United States Veterans Administration shall be referred to the Department of Defense of the United States for reconsideration and redetermination. Such determinations and redeterminations, respectively, as to military service shall be conclusive for the purpose of this Agreement.

ARTICLE 4. The term "service-connected disabilities" is agreed to mean disabilities determined by the Administrator of Veterans Affairs of the United States under laws administered by the United States Veterans Administration to have been incurred in or aggravated by the service described in Article 3 in line of duty.

TITLE IV

USE OF FACILITIES OF THE VETERANS MEMORIAL MEDICAL CENTER

ARTICLE 5. As previously agreed between the two Governments, the ownership of the Veterans Memorial Medical Center and the equipment thereof has been vested in the Government of the Philippines and the use to which said hospital or any part or equipment thereof shall be devoted is for determination by mutual consent of the two Governments.

ARTICLE 6. Use by the Republic of the Philippines of the facilities of the Veterans Memorial Medical Center shall be discretionary with the Republic of the Philippines except that:

(a) First priority of admission and retention in the hospital shall be accorded Commonwealth Army veterans and New Philippine Scouts needing hospital care for service-connected disabilities or non-service-connected disabilities associated with and aggravating service-connected disabilities.

(b) Second priority shall be accorded United States veterans who require hospital care for service-connected disabilities or non-service-connected disabilities associated with and aggravating service-connected disabilities.

(c) Third priority shall be accorded Commonwealth Army veterans, New Philippine Scouts referred to in Article 3(b), and who enlisted before July 4, 1946, and United States veterans with "wartime" service, who need hospital care for non-service-connected disabilities.

TITLE V

OTHER PROVISIONS

ARTICLE 7. It is agreed between the two Governments that the determination of legal eligibility and medical need for hospitalization and medical treatment of Commonwealth Army veterans and the New Philippine Scouts as well as their need for nursing home care, rests exclusively with the United States Veterans Administration. The question of whether to hospitalize such veterans prior to an official determination of their legal eligibility and medical need having been made by the United States Veterans

Administration, or whether to require such determinations to be made prior to hospitalizing them will be wholly within the discretion of the Minister of National Defense of the Philippine Government, depending upon such contingencies and exigencies as the Minister of National Defense of the Philippine Government may deem it appropriate to consider. No liability for reimbursement shall accrue to the United States Veterans Administration for any hospitalization of either a Commonwealth Army veteran or a New Philippine Scout until legal eligibility and medical need for hospitalization has been determined by the United States Veterans Administration, but when such determination shall have been made, the liability for reimbursement shall, subject to such limitation as the rules and regulations of the United States Veterans Administration may provide, relate back to the date of admission to the hospital. Hospitalization in the Philippines of Commonwealth Army veterans and New Philippine Scouts found by the United States Veterans Administration to be in need of hospitalization for service-connected disabilities shall not be limited to hospitalization in the Veterans Memorial Medical Center, but that hospital will be used to the maximum extent feasible in the hospitalization of such veterans.

ARTICLE 8. The contract entered into pursuant to this Agreement shall provide for hospitalization on a per diem basis for those United States veterans in the Philippines who may be found eligible by the United States Veterans Administration for such hospitalization. Hospitalization of United States veterans who are in need of treatment for

non-service-connected disabilities shall be limited to treatment in the Veterans Memorial Medical Center. Billings for services rendered these United States veterans will be made separately, and reimbursements, including travel expenses incident to such hospitalization, shall be payable from United States Veterans Administration appropriations and shall not be chargeable to the appropriation ceiling for the fiscal year in question for the hospitalization, medical services, nursing home care, and travel expenses incident thereto of Commonwealth Army veterans and New Philippine Scouts referred to in Article I.

ARTICLE 9. The contract entered into pursuant to this Agreement shall provide for nursing home care which shall be provided either at the Veterans Memorial Medical Center or at such nursing home care facility as may be approved by the Administrator of Veterans Affairs of the United States for those United States veterans who have been furnished hospital care in the Philippines, but who require a protracted period of nursing home care, on a per diem basis at the same rate specified in Article 1(d). Billings for nursing home care furnished these United States veterans will be made separately, and reimbursements, including travel expenses incident to such nursing home care, shall be payable from Veterans Administration appropriations as specified in Article 8 above.

ARTICLE 10. The Minister of National Defense of the Republic of the Philippines will, with the concurrence

of the Administrator of Veterans Affairs of the United States, cause such printed forms of applications for hospitalization, nursing home care, outpatient treatment, forms of physical examination reports, forms for billing for services rendered and such other forms and notices as may be necessary and incident to the efficient execution of this program to be prepared, and such approved forms will be used whenever applicable to the general operations of such program.

ARTICLE 11. The Minister of National Defense of the Philippines shall furnish to the Administrator of Veterans Affairs of the United States, upon his request, or the request of any officer duly designated by him for such purpose, full and complete cost accounting information, copies of medical examination and treatment reports and any other information deemed by him to be necessary and incident to the proper application of the terms of this Agreement.

ARTICLE 12. The United States of America, through such qualified persons as the Administrator of Veterans Affairs of the United States may designate, shall have the right to inspect any hospital in which veterans are being hospitalized or any nursing home care facility in which veterans are being provided nursing home care under the terms of this Agreement; to inspect and audit its books and all accounts as are incident to the proper determination of cost of the reimbursement, on a per diem basis, for such hospitalization or nursing home care and to determine whether the hospital and nursing home care

facilities, procedures, techniques, and standards, as well as the quality of subsistence furnished, are adequate and proportionate to the charges being made therefor.

ARTICLE 13. Appropriations for hospital care, medical services, and mursing home care for veterans under subsection (a) of Section 632, Title 38, United States Code, and for grants to the Veterans Memorial Medical Center for education and training of health service personnel assigned to such hospital under subsection (d)(1) of Section 632 will, if unobligated, be reverted to the United States Treasury at the end of the fiscal year. Appropriation for grants to the Veterans Memorial Medical Center to assist the Republic of the Philippines in the replacement and upgrading of equipment and in rehabilitating the physical plant and facilities of such hospital shall remain available until expended.

ARTICLE 14. It is agreed between the two Governments that if the conditions and terms of the Agreement are not being met, the Minister of National Defense of the Philippines and the Administrator of Veterans Affairs of the United States or his designee shall enter into immediate consultation with a view to compliance withsaid terms and conditions. The initiation of such consultations by either Government shall not limit or qualify the duty and obligation of the Administrator of Veterans Affairs of the United States to withhold or suspend payments when in his judgment such payments would not be in accordance with the terms of this Agreement.

ARTICLE 15. It is agreed between the two Governments that the program under this Agreement, including the contract referred to in Article 1, shall be effective from the date specified in such contract.

ARTICLE 16. The Agreement entered into between the United States of America and the Republic of the Philippines on April 4, 1974,[1] is deemed terminated on September 30, 1978, and the present Agreement shall be deemed to have come into effect on October 27, 1978 shall remain in effect until amended or terminated by subsequent agreement or until September 30, 1981 whichever is earlier. Such amendment or revocation may be accomplished by an exchange of notes between the two Governments.

ARTICLE 17. The Republic of the Philippines shall save harmless all officers and employees of the United States Veterans Administration from damage suits or other civil and criminal actions arising out of the performance of their official duties.

ARTICLE 18. Officers, employees, and agents of the United States Veterans Administration who are citizens of the United States and who are on duty or who may be assigned to duty in the Republic of the Philippines, and their families, shall be permitted to move freely into and out of the Republic of the Philippines, subject to existing visa and passport regulations. Gratis transit shall be extended to all officers, employees or agents of the United States Veterans Administration over all bridges, ferries, roads, and other facilities of the highways where

[1] TIAS 7814, 8424; 25 UST 632; 27 UST 4031.

tolls are collected for passage of vehicles or occupants in the performace of their official duties.

ARTICLE 19. No import, excise, consupption, or other tax, duty, impost fee, charge or exaction shall be imposed or collected by the Republic of the Philippines on funds or property in the Republic of the Philippines which are for use for purposes under this Agreement, or on any funds or property imported into the Republic of the Philippines for use in connection with such purposes. No tax, duty, impost fee, charge or exaction shall be imposed or collected by the Republic of the Philippines on personal funds or movable property, not intended for resale, owned by United States Veterans Administration personnel who are citizens of the United States, nor shall any tax, duty, impost fee, charge or exaction be imposed or collected by the Republic of the Philippines on the official emoluments paid to the United States Veterans Administration personnel who are citizens of the United States, nor shall any tax, duty, impost fee, charge or exaction be imposed or collected by the Republic of the Philippines on personal funds or property, not intended for resale, imported into the Republic of the Philippines for the use of, or consumption by United States Veterans Administration personnel, who are United States citizens, nor shall any export or other tax, fee, charge or exaction be imposed or collected by the Republic of the Philippines on any of the foregoing funds or property mentioned in this article in the event of their removal from the Republic of the Philippines.

IN WITNESS WHEREOF, the undersigned, duly authorized thereto, have signed this Agreement in duplicate, in the City of Manila, this 5th day of September 1979.

FOR THE UNITED STATES OF AMERICA

[1]

FOR THE REPUBLIC OF THE PHILIPPINES

[2]

Signed at Ministry of Foreign Affairs, City of Manila, Republic of the Philippines, on September 5, 1979.

[1] Richard W. Murphy.
[2] Carlos P. Romulo.

ISRAEL

Economic Assistance: Loan and Grant

Agreement amending the agreement of November 15, 1979.
Signed at Washington December 12, 1979;
Entered into force December 12, 1979.

FIRST AMENDMENT

TO

AGREEMENT OF NOVEMBER 15, 1979

BETWEEN

THE GOVERNMENT OF ISRAEL

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ACTING THROUGH

THE AGENCY FOR INTERNATIONAL DEVELOPMENT

Dated: December 12, 1979

TIAS 9670

AMENDMENT, dated the 12 day of December, 1979 between the Government of Israel ("Israel") and the Government of the United States of America, acting through the Agency for International Development ("A.I.D."), together referred to as the "Parties."

WHEREAS the Parties have heretofore entered into an assistance Agreement dated November 15, 1979 [1] (the "Agreement") pursuant to which A.I.D. agreed to grant Israel One Hundred Thirty-five Million United States Dollars ($135,000,000) and to loan Israel Sixty-five Million United States Dollars ($65,000,000), and

WHEREAS A.I.D. intended to increase the amount of such assistance during Fiscal Year 1980 subject to the funds being made available by the Congress and the mutual agreement of the Parties to proceed,

NOW THEREFORE, the Parties hereto agree that the Agreement shall be and hereby is amended by making the following changes:

1. The monetary provisions in Article I, "One Hundred Thirty-five Million United States Dollars ($135,000,000) (the "Grant")" and "Sixty-five Million United States Dollars ($65,000,000) (the "Loan")," are deleted and substituted

[1] TIAS 9639; 31 UST 4794.

therefor, respectively, are "Five Hundred Twenty-five Million United States Dollars ($525,000,000) (the "Grant")" and "Two Hundred Sixty Million United States Dollars ($260,000,000) (the "Loan")" and

2. The paragraph under Section 4.1 is designated "(a)" and below it is inserted paragraph "(b)":

> "Thereafter, on December 28, 1979, April 1, 1980 and July 1, 1980, A.I.D. will deposit in the bank designated pursuant to Section 4.1(a) the sum of One Hundred Ninety-five Million United States Dollars ($195,000,000) of which (1) One Hundred Thirty Million United States Dollars ($130,000,000) will be Grant funds; and (2) Sixty-five Million United States Dollars ($65,000,000) will be Loan funds."

Prior to the disbursement of the additional Assistance provided by this Amendment or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, Israel will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D. an opinion of counsel acceptable to A.I.D. that this Amendment to the Agreement has been duly authorized and/or ratified by, and executed on behalf of, Israel, and that it constitutes a valid and legally binding obligation of Israel in accordance with all of its terms.

Except as specifically amended hereby, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Government of Israel and the Government of the United States of America, each acting through its respective duly authorized representative, have caused this Amendment to be signed in their names and delivered as of the day and year first above written.

GOVERNMENT OF ISRAEL

By: Dan Halperin [1]

Title: Minister (Economic Affairs)

UNITED STATES OF AMERICA

By: Joseph Wheeler [2]

Title: Assistant Administrator
Bureau for Near East

[1] Dan Halperin
Minister (Economic Affairs).
[2] Joseph Wheeler.

UNION OF SOVIET SOCIALIST REPUBLICS

Establishment of Temporary Purchasing Commission

Agreement amending and extending the agreement of October 18, 1972, as amended and extended.
Effected by exchange of letters
Signed at Moscow and Washington October 2 and 16, 1979;
Entered into force October 16, 1979.

The Soviet Minister of Foreign Trade to the Secretary of the Treasury

г.Москва, "2" октября 1979 г.

Уважаемый господин Министр,

В соответствии с договоренностью, зафиксированной в письмах, которыми Советская и Американская Стороны обменялись 18 октября 1972 года, была учреждена Временная Закупочная Комиссия для Камского комплекса по производству грузовых автомобилей. Срок деятельности Комиссии, который неоднократно продлевался, истекает 18 октября сего года.

Опыт работы Комиссии свидетельствует о том, что эта Комиссия является эффективным инструментом, содействующим развитию торговых отношений между СССР и США. За время своего функционирования Комиссия проделала большую работу по содействию в размещении заказов и контролю за осуществлением поставок в СССР оборудования и материалов для Камского комплекса по производству грузовых автомобилей, химического производственного комплекса, Центра международной торговли в Москве, Чебоксарского завода промышленных тракторов, а также для проведения геологоразведочных работ на Якутских газовых месторождениях.

Представляется целесообразным, чтобы Комиссия занималась вопросами, связанными с переговорами о сотрудничестве по сооружению Саяногорского алюминиевого завода, заводов по производству буровых платформ, производству протеинов из соевых бобов, а также в области производства динамной стали, блоков цилиндров для тракторных двигателей и продолжила

Господину Дж.Уильяму Миллеру
Министру финансов Соединенных
Штатов Америки
г.Вашингтон

работу по содействию в осуществлении поставок оборудования для Якутского газового проекта.

В 1978 г. объем торговых операций по линии Комиссии составил около 150 млн.долларов, а в 1979 г. он составит примерно 100 млн.долларов. Объем торговых операций в последующие 2 года будет зависеть от результатов переговоров с американскими фирмами по перечисленным выше проектам.

Учитывая изложенное, имею честь от имени Правительства СССР обратиться к Вам с просьбой продлить срок деятельности Временной Закупочной Комиссии на два очередных года, то есть до 18 октября 1981 года.

Я буду признателен, если Вы подтвердите Ваше согласие с вышеизложенным.

С уважением,

Н.Патоличев
Министр

TRANSLATION

Moscow, October 2, 1979

Dear Mr. Secretary,

In accordance with the understanding stated in the letters which the Soviet and American sides exchanged on October 18, 1972[1] a Temporary Purchasing Commission for the Kama River Truck Complex was established. The Commission's term, which has been extended several times, expires on October 18 of this year.

The experience of the Commission's operations indicates that it represents an effective instrument which contributes to the development of trade relations between the U.S.S.R. and the U.S.A. Since the time it started operations, the Commission has greatly assisted in the placement of orders and supervision of the deliveries of equipment and materials to the U.S.S.R. for the Kama River Truck Complex, the Chemical Production Complex, the International Trade Center in Moscow, the Industrial Tractors Plant in Cheboksary, as well as in the geological surveying for natural gas deposits in Yakutia.

It would be appropriate if the Commission could deal with the questions pertaining to negotiations on cooperation in the construction of the Sayanogorsk Aluminum Production Facility, of the plants for the production of drilling platforms and of soybean proteins, as well as in the field of production of dynamo steel and of tractor engines cylinder blocks, and that it continue its assistance in equipment deliveries for the Yakutia Project.

In 1978 the volume of commercial transactions through the Commission amounted to about $150 mln. and in 1979 it will come to approximately $100 mln. The

Mr. G. William Miller,
Secretary of the Treasury of the United States of America
Washington, D.C.

[1] TIAS 7772, 8356, 8375, 8958; 25 UST 6; 27 UST 2982, 3442; 29 UST 2576.

volume of commercial transactions during the next two years will depend on the results of negotiations with American companies on the projects mentioned above.

Taking into account the above, I have the honor to ask you on behalf of the U.S.S.R. Government to extend the term of the Temporary Purchasing Commission for the next two years, i.e. until October 18, 1981.

I should appreciate it if you would confirm your consent to the above.

Respectfully,

N. Patolichev

N. Patolichev
Minister

The Secretary of the Treasury to the Soviet Minister of Foreign Trade

THE SECRETARY OF THE TREASURY
WASHINGTON 20220

October 16, 1979

Dear Mr. Minister:

I have the honor to refer to your letter of October 2, 1979, regarding the Temporary Purchasing Commission for the Kama River Truck Complex, the term of which expires on October 18 of this year. Your letter proposes an extension of the Commission's period of activity for two years until October 18, 1981. It also proposes the broadening of the Commission's activities to deal with questions connected with negotiations on cooperation in the construction of the Sayanogorsk Aluminum Production Facility, on the plants for the production of drilling platforms, soybean proteins, dynamo steel, and cylinder blocks for tractor engines, and that it continue its assistance in equipment deliveries for the Yakutia Gas Project.

I am pleased to inform you that the U.S. Government agrees to extend the Kama Purchasing Commission for two years, until October 18, 1981, under the terms set forth in the attachment to Secretary Peterson's letter to you of October 18, 1972, and subsequent understandings between our two governments concerning the Commission. The two year extension is based on the understanding that if the ongoing negotiations for the establishment of a U.S.S.R. Business Development Office at New York are successful, then the Kama Purchasing Commission would be dissolved. We also agree with your proposal to broaden the Commission's activities to deal with questions connected with negotiations on cooperation in the areas you have suggested.

I am confident that this extension and expansion of the Purchasing Commission's authority will prove to be beneficial to U.S.-U.S.S.R. trade and economic relations.

Sincerely,

G. William Miller

His Excellency
Nicolai S. Patolichev
Minister of Foreign Trade
of the U.S.S.R.
Moscow, U.S.S.R.

EGYPT

Telecommunications

Agreement signed at Cairo December 30, 1979;
Entered into force December 30, 1979.

PROJECT NUMBER 263-0117

PROJECT
GRANT AGREEMENT
BETWEEN
THE ARAB REPUBLIC OF EGYPT
AND
THE UNITED STATES OF AMERICA
FOR
TELECOMMUNICATIONS III

Dated: DECEMBER 30, 1979

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[1] Not printed herein. The annex is deposited in the archives of the Department of State where it is available for reference.

A.I.D. Project No. 263-0117

PROJECT GRANT AGREEMENT DATED: DECEMBER 30, 1979 BETWEEN THE ARAB REPUBLIC OF EGYPT ("GRANTEE") AND THE UNITED STATES OF AMERICA, ACTING THROUGH THE AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.").

ARTICLE 1: The Agreement

The purpose of this Agreement is to set out the understandings of the Parties named above ("Parties") and the Ministry of Communications and The Arab Republic of Egypt Telecommunications Organization ("ARETO") as implementing organizations, with respect to the undertaking by the Grantee of the Project described below, and with respect to the financing of the Project by the Parties.

ARTICLE 2: The Project

SECTION 2.1. Definition of Project. The Project, which is further described in Annex 1, will consist of technical assistance for improvement of the present telecommunications system and strengthening the management, operations, planning, training and financial functions of ARETO and for the procurement and installation of telecommunications and related equipment. Except as provided in Section 4.1(b) of this Agreement, the amount of the Grant hereunder will be regranted to ARETO in the form of equity.

Within the limits of the above definition of the Project, elements of the amplified description stated in Annex 1 may be changed by written agreement of the authorized representatives of the Parties named in Section 8.2, without formal amendment of this Agreement.

ARTICLE 3: Financing

SECTION 3.1. The Grant. To assist the Grantee to meet the costs of carrying out the Project, A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended, [1] agrees to grant the Grantee under the terms of this Agreement not to exceed Eighty Million United States ("U.S.") Dollars ($80,000,000) ("Grant").

The Grant may be used only to finance foreign exchange costs, as defined in Section 6.1, of goods and services required for the Project.

SECTION 3.2. Grantee Resources for the Project.

(a) The Grantee agrees to provide or cause to be provided for the Project all funds, in addition to the Grant, and all other resources required to carry out the Project effectively and in a timely manner.

[1] 75 Stat. 424; 22 U.S.C. § 2151 note.

(b) The resources provided by Grantee for the Project will be not less than Fourteen Million Egyptian Pounds (LE 14,000,000) including costs borne on an "in-kind" basis.

SECTION 3.3. Project Assistance Completion Date.

(a) The "Project Assistance Completion Date" (PACD), which is March 31, 1984, or such other date as the Parties may agree to in writing, is the date by which the Parties estimate that all services financed under the Grant will have been performed and all goods financed under the Grant will have been furnished for the Project as contemplated in this Agreement.

(b) Except as A.I.D. may otherwise agree in writing, A.I.D. will not issue or approve documentation which would authorize disbursement of the Grant for services performed subsequent to the PACD or for goods furnished for the Project, as contemplated in this Agreement, subsequent to the PACD.

(c) Requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, are to be received by A.I.D. or any bank described in Section 7.1 no later than nine (9) months following the PACD, or such other period as A.I.D. agrees to in writing. After such period, A.I.D., giving notice in writing to the Grantee, may at any time or times reduce the amount of the Grant by all or any part thereof for which requests for disbursement, accompanied by necessary supporting documentation prescribed in Project Implementation Letters, were not received before the expiration of said period.

ARTICLE 4: Conditions Precedent to Disbursement.

SECTION 4.1. First Disbursement. Prior to any disbursement or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made, the Grantee will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) A statement of the names and title with specimen signatures of the person or persons who will act as the representatives of the Grantee and ARETO;

(b) A regrant agreement satisfactory to A.I.D. for the Project between the Grantee and ARETO under which the Grantee will regrant to ARETO all Grant funds, except, if A.I.D. so agrees, the amount of Grant funds required to finance the cost of technical assistance to the Ministry of Communications;

(c) An opinion of the Egyptian Ministry of Justice or other legal counsel satisfactory to A.I.D. that the grant agreement and the corresponding regrant agreement have been duly authorized and/or ratified by, and executed on behalf of, the Grantee and ARETO and that they constitute valid and legally binding obligations in accordance with all of their terms; and

(d) Such other information and documents as A.I.D. may reasonably require.

SECTION 4.2. Additional Disbursement for Equipment. Prior to any disbursement or to the issuance by A.I.D. of documentation pursuant to which disbursement will be made for equipment, the Grantee shall, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) A Procurement Plan, approved by the consultant funded under A.I.D. Loan 263-K-047, [1] A.I.D. Grant Number 263-0075 [2] and this Project Grant for all procurement planned by ARETO through the end of calendar year 1983, showing specifications, quantities, estimated prices and timing of such procurement; and

(b) Such other documentation as A.I.D. may require.

SECTION 4.3. Notification. When A.I.D. has determined that the Conditions Precedent specified in Sections 4.1 and 4.2 have been met, it will promptly notify the Grantee.

SECTION 4.4. Terminal Data for Conditions Precedent. If all of the conditions specified in Section 4.1 have not 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 written notice to Grantee.

ARTICLE 5: Special Covenants.

SECTION 5.1. Project Evaluation. The Parties agree to establish an evaluation program as part of the Project. Except as the Parties otherwise agree in writing, the program will include, during the implementation of the Project and at one or more points thereafter: (a) evaluation of progress toward attainment of the objectives of the Project; (b) identification and evaluation of problem areas or constraints which may inhibit such attainment; (c) assessment of how such information may be used to help overcome such problems; and (d) evaluation, to the degree feasible, of the overall development impact of the Project.

SECTION 5.2. Execution of the Project. The Grantee shall:

(a) Carry out the project with due diligence and efficiency, and in conformity with sound engineering, construction, financial and administrative practice.

(b) Cause the project to be carried out in conformance 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.

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[1] TIAS 9575; 30 UST 6661.
[2] TIAS 9631; 31 UST 4669.

(c) Submit for A.I.D. approval prior to implementation, issuance, or execution, all plans, specifications, construction schedules, bid documents, documents concerning solicitation of proposals relating to eligible items, contracts, and all modifications to these documents.

SECTION 5.3. Funds and Other Resources to be Provided. The Grantee shall make available on a timely basis any Egyptian currency and any foreign currency in addition to the Grant for the punctual and effective carrying out of construction, maintenance, repair and operation of the Project.

SECTION 5.4. Operation and Maintenance. The Grantee shall operate, maintain and repair the project 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 project.

SECTION 5.5. Management. The Grantee shall provide qualified and experienced management for the project and train such staff as may be appropriate for the maintenance and operation of the Project.

SECTION 5.6. Continuing Consultation. The Grantee shall cooperate fully with A.I.D. to assure that the purpose of the Grant will be accomplished. To this end, the Grantee, ARETO and A.I.D. 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 of the Grantee and ARETO of their obligations under the Grant Agreement, the performance of consultants, contractors and suppliers engaged on the project, and other matters relating to the project.

SECTION 5.7. Coordination. The Grantee and ARETO shall investigate the need for the creation and implementation of a Utilities Coordination Board which would coordinate and notify all agencies of any construction efforts involving blasting and/or excavation by utility organizations and by private contractors to minimize interruption of services, damages, repair costs, and inconvenience to the public.

SECTION 5.8. Payment for Telecommunication Service. The Grantee shall take such steps as may be necessary to assure that its Ministries and other Governmental organizations make prompt payment to ARETO for telecommunication services rendered to them.

SECTION 5.9. Tariff Rate Structure. Except as A.I.D. may otherwise agree in writing, within one year from the date of the Grant Agreement, Grantee and ARETO agree that ARETO shall prepare a tariff rate structure for the 1980–1985 period, taking into account *inter alia* the observations of A.I.D. and the IBRD on the subject. The proposed rate structure should show that the projected local currency and foreign exchange generations are sufficient to cover the costs of future operations, service local and foreign debt and provide an acceptable contribution to capital investment.

SECTION 5.10. Reorganization of ARETO. Except as A.I.D. may otherwise agree in writing, within one year from the date of the Grant Agreement, the Grantee and ARETO shall take the necessary legal action to reorganize ARETO under its own special charter as an autonomous entity, with the following authorities and rights:

(a) To establish subsidiary companies able to participate in joint ventures under the provision of Investment Law No. 43.
(b) To establish a reasonable rate/tariff structure.
(c) To establish a reasonable wage rate structure.
(d) To be free from Egyptian Government employment quotas.
(e) To discharge unproductive workers.
(f) To eliminate the ARETO legal obligation to turn over all its profits to the Ministry of Finance and to depend upon the Government budgetary process to gain necessary operating and investment funds.
(g) To appoint top managers, without prior Governmental approval.
(h) To establish accounting, financial reporting and inventory disposal systems designed to serve the telecommunications industry, free of Governmental requirements.

SECTION 5.11. ARETO Assets. Except as A.I.D. may otherwise agree in writing, within one year from the date of this Agreement, Grantee and ARETO shall take all necessary actions such that ARETO will revalue the following asset accounts using replacement value less depreciation: (1) the assets acquired from the Grantee either as a donation or for nominal amounts, and (2) the assets acquired and recorded at the official exchange rate.

SECTION 5.12. ARETO Staffing. Except as A.I.D. may otherwise agree in writing, within one year from the date of this Agreement, ARETO shall freeze the number of its staff at its then present level, and adopt a policy that the number of new hires cannot exceed the annual turnover rate.

SECTION 5.13. ARETO Equity. Except as A.I.D. may otherwise agree in writing, within one year from the date of this Agreement, Grantee and ARETO agree that ARETO will transfer ID 20 million of the monies owed by ARETO to the Grantee from a liability account to an equity account.

SECTION 5.14. ARETO Debt to Equity Ratio. Except as A.I.D. may otherwise agree in writing, within one year from the date of this Agreement, Grantee and ARETO agree that ARETO will maintain a debt to equity ratio no greater than 70:30.

SECTION 5.15. Actions of Grantee. The Grantee shall not take or permit any of its political sub-divisions, or any of its agencies or instrumentalities, or any agency or instrumentality of any of its political sub-divisions, to take any action which would prevent or materially interfere with the performance by ARETO of any of its obligations under this Agreement or the regrant agreement, and shall take

or cause to be taken all reasonable actions which shall be required on its part in order to enable ARETO to perform such obligations.

SECTION 5.16. Service Improvement Plan. ARETO will continue to take all reasonable steps to implement the Service Improvement Plan (SIP) as detailed in the Telecommunications Sector Study Report.

ARTICLE 6: Procurement Source.

SECTION 6.1. Foreign Exchange Costs. Disbursements pursuant to Section 7.1 will be used exclusively to finance the costs of goods and services required for the Project having their source and origin in the United States (Code 000 of the A.I.D. Geographic Code Book as in effect at the time orders are placed or contracts entered into for such goods or services) ("Foreign Exchange Costs"), except as A.I.D. may otherwise agree in writing, and except as provided in the Project Grant Standard Provisions Annex, Section C.1(b) with respect to marine insurance.

ARTICLE 7: Disbursement.

SECTION 7.1. Disbursement for Foreign Exchange Costs.

(a) After satisfaction of conditions precedent, the Grantee may obtain disbursements of funds under the Grant for the Foreign Exchange Costs of goods or services required for the Project in accordance with the terms of this Agreement, by such of the following methods as may be mutually agreed upon:

(1) by submitting to A.I.D., with necessary supporting documentation as prescribed in Project Implementation Letters, (A) requests for reimbursement for such goods or services, or (B) requests for A.I.D. to procure commodities or services in Grantee's behalf for the Project; or

(2) by requesting A.I.D. to issue Letters of Commitment for specified amounts (A) to one or more U.S. banks, satisfactory to A.I.D., committing A.I.D. to reimburse such bank or banks for payments made by them to contractors or suppliers, under Letters of Credit or otherwise, for such goods or services, or (B) directly to one or more contractors or suppliers, committing A.I.D. to pay such contractors or suppliers for such goods or services.

(b) Banking charges incurred by Grantee in connection with Letters of Commitment and Letters of Credit will be financed under the Grant unless the Grantee instructs A.I.D. to the contrary. Such other charges as the Parties may agree to may also be financed under the Grant.

SECTION 7.2. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means as the Parties may agree to in writing.

ARTICLE 8: Miscellaneous:

SECTION 8.1. Communications. Any notice, request, document, or other communication submitted by A.I.D. or the Grantee to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such party at the following addresses:

To the Grantee:

Ministry of Economy and
Economic Cooperation
8 Adly Street
Cairo, Egypt

ARETO
28 Ramses Street
Cairo, Egypt

Ministry of Communications
28 Ramses Street
Cairo, Egypt

To A.I.D.:

A.I.D.
U.S. Embassy
Cairo, Egypt

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

SECTION 8.2. Representatives. For all purposes relevant to this Agreement, the Grantee will be represented by the individuals holding or acting in the offices of Minister of Economy and Economic Cooperation, Minister of Communications, and the Chairman of ARETO and Deputy Chairman of the General Authority for Arab and Foreign Investment and Free Zones and A.I.D. will be represented by the individual holding or acting in the Office of Director, U.S.A.I.D., each of whom, by written notice, may designate additional representatives for all purposes other than exercising the power under Section 2.1 to revise elements of the amplified description in Annex 1. The names of the representatives of the Grantee, with specimen signature, will be provided to A.I.D., which may accept as duly authorized any instrument signed by such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

SECTION 8.3. Standard Provisions Annex. A "Project Grant Standard Provisions Annex" (Annex 2) [1] is attached and forms part of this Agreement.

SECTION 8.4. Investment Guaranty Project Approval. Construction work to be financed under this Agreement is agreed to be a project approved by the Arab Republic of Egypt pursuant to the agreement

[1] See footnote 1, p. 5559.

between it and the United States of America on the subject of investment guaranties, and no further approval by the Arab Republic of Egypt will be required to permit the United States to issue investment guaranties under that agreement covering a contractor's investment in that project.

IN WITNESS WHEREOF, the Grantee 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.

ARAB REPUBLIC OF EGYPT	UNITED STATES OF AMERICA
By: HAMED A. EL SAYEH	By: ALFRED L. ATHERTON, JR.
Name: Dr. Hamed El Sayeh	Name: Alfred L. Atherton, Jr.
Title: *Minister of Economy, Foreign Trade and Economic Cooperation*	Title: *Ambassador*

Implementing Organizations

In acknowledgement of the foregoing Agreement, representatives of the implementing organizations have subscribed their names:

MINISTRY OF COMMUNICATIONS	THE ARAB REPUBLIC OF EGYPT TELECOMMUNICATIONS ORGANIZATIONS
By: EL DAGHASTANI	By: M. A. SIDKY
Name: Eng. Ali El Daghastani	Name: Eng. Mohamed Atta Sidky
Title: *Minister of Communications and Transportation*	Title: *Chairman*

ANNEX 1

PROJECT DESCRIPTION

The Project consists of activities designed to improve the telecommunicat ons system of Egypt by strengthening the planning, management, operation and training and financial functions of The Arab Republic of Egypt Telecommunications Organization (ARETO) and through technical assistance and procurement and installation of telecommunications and related equipment. ARETO shall be the implementing agent for carrying out the project, and will be advised and assisted on all phases by a U.S. consultant.

The principal elements of the Project are as follows:

A. Management, Operations, Training and Service Improvement Programs.

1. Continuation for approximately one additional year of the management, operation, training and service improvement programs presently being carried out and financed under A.I.D. Loan Number 263–K–047 and A.I.D. Grant Number 263–0075. In addition to the services already being performed by the consultant under the above-described A.I.D. Loan and Grant, the consultant will assist ARETO in all stages of the procurement of telecommunications equipment and related services being financed under the Loan, the previous Grant and this Project Grant.

B. Systems Expansion and Modernization.

1. Procurement and nstallation and replacement of the following items:

a. Three rotary exchanges in Alexandria with Electronic Switching Systems;

b. Outside plant (principally cable) for the rotary exchanges described in B.1.a. above; and

c. Air conditioners, stand-by electr c power generators and other equipment.

The Grant will finance the services of the U.S. consultant and the foreign exchange costs of items listed in Section B.1.a. and B.1.c., and outside plant for two of the three rotary exchanges as may be agreed upon by A.I.D.

An illustrative financial plan is attached hereto as Attachment 1 to this Annex.

ATTACHMENT 1 TO ANNEX 1

ILLUSTRATIVE PROJECT FINANCIAL PLAN

[$ Thousands] [1] Project No. 263-0117

	A.R.E. Egyptian Pounds ($ Equivalent of L.E.)	AID	Total
1. Technical Assistance and Training	2, 000	5, 000	7, 000
2. Equipment and Equipment Related	16, 000	67, 000	83, 000
3. Contingency and Escalation	2, 000	8, 000	10, 000
	20, 000	80, 000	100, 000

[1] LE=$1.40 [Footnote in the original.]

MULTILATERAL

Aviation: Joint Financing of Certain Air Navigation Services in Iceland and in Greenland and the Faroe Islands

Agreement amending the agreements done at Geneva September 25, 1956, as amended.
Adopted by the Council of the International Civil Aviation Organization at Montreal September 27, 1979;
Entered into force September 27, 1979.

INTERNATIONAL CIVIL AVIATION ORGANIZATION

ORGANIZACIÓN DE AVIACIÓN CIVIL INTERNACIONAL

ICAO-OACI-ИКАО

ORGANISATION DE L'AVIATION CIVILE INTERNATIONALE

МЕЖДУНАРОДНАЯ ОРГАНИЗАЦИЯ ГРАЖДАНСКОЙ АВИАЦИИ

P.O. BOX 400, SUCCURSALE: PLACE DE L'AVIATION INTERNATIONALE,
1000 SHERBROOKE STREET WEST, MONTREAL, QUEBEC, CANADA H3A 2R2

CABLES: ICAO MONTREAL
TELEX. 05-24513
CENTREX
OFFICE TEL.:

Ref.: EC 8/66.3, EC 8/66.4, EC 8/66.5,) EC 8/66.8, EC 8/66.9, EC 8/67.3,) EC 8/67.4, EC 8/67.5, EC 8/67.9) - 79/163

22 October 1979

Subject: a) Actual costs for 1978 under the 1956 Danish and Icelandic Joint Financing Agreements; b) Settlement of obligations for 1978, assessments and user charges for 1980 under both Agreements; c) Automatic AFTN and Allocation of Overtime at Søndre Strømfjord; and d) New Cost Limit in Article V of the Icelandic Agreement and Transfer from the Danish to the Icelandic Reserve Funds

Action required: To note

The Secretary General of the International Civil Aviation Organization presents his compliments and has the honour to state that the Council, at its 1st Meeting, 98th Session, held on 27 September 1979, dealt with a number of reports of the Joint Support Committee regarding the 1956 Danish[1] and Icelandic[2] Joint Financing Agreements. For your convenience, the action taken by the Council is recorded briefly hereunder with the appropriate references to the relevant Council working papers, which are enclosed.[3]

a) Actual costs for 1978 under the 1956 Danish and Icelandic Joint Financing Agreements

The summary audit reports on the actual 1978 costs under the Danish and Icelandic Joint Financing Agreements are contained in C-WPs/6933 and 6934 respectively. The detailed reports presented by the External Auditor (JS-WPs/1127 and 1128 and Corrigendum No. 1 thereto) will be mailed under separate cover.

Council approved the audited actual costs for 1978, under the Danish and Icelandic Joint Financing Agreements, as recommended in paragraph 10 of C-WP/6948 and in paragraph 11 of C-WP/6951, respectively.

b) Settlement of obligations for 1978, assessments and user charges for 1980 under both Agreements

Having approved the actual costs for 1978, the Council then approved the settlement of obligations for 1978 under both Agreements and assessments for 1980; the

[1] TIAS 4049, 5369, 8421, 8872, 9439; 9 UST 795; 14 UST 874; 27 UST 4013; 29 UST 1188; 30 UST 3990.

[2] TIAS 4048, 5369, 8421, 8872, 9439; 9 UST 711; 14 UST 874; 27 UST 4013; 29 UST 1188; 30 UST 3990.

[3] Not printed herein.

net assessments are shown in column 9 of Appendix 1 to C-WPs/6953 and 6954. Approximate U.S. dollar and pound sterling equivalents of the assessments for 1980 are shown on page 3 of those papers, for illustrative purposes only. Attention is drawn to C-WP/6953, paras. 5, 6 and 10.2 concerning a possible reduction of the assessments for 1980 which will be the subject of a separate letter.

The user charges per crossing established by Council for 1980 under both Agreements are (as shown in C-WPs/6955 and 6956) 73 Danish Kroner and 6 837 Icelandic Kronur (i.e. approximately US$14 and US$20, respectively).

c) Automatic AFTN and allocation of overtime at Søndre Strømfjord

Council approved a capital expenditure of D.Kr.185 000 for an automatic AFTN (C-WP/6958) and an allocation of overtime costs up to 17% which may be charged to Joint Financing (C-WP/6959).

d) New Cost Limit in Article V of the Icelandic Agreement and Transfer from the Danish to the Icelandic Reserve Funds

The consent of all Contracting Governments having been received, the Council changed the cost limit in Article V of the Icelandic Agreement to US$4 321 166 effective 1 January 1978 (C-WP/6947). The Council noted the unanimous consent of Contracting Governments for effecting the transfer of funds from the Danish Reserve Fund to the Icelandic Fund up to the amount of US$1 200 000 and instructed the Secretary General to implement the transfer as soon as funds become available (C-WP/6957).

Enclosures:
C-WPs/6933, 6934, 6947, 6948, 6951, 6953, 6954, 6955, 6956, 6957, 6958 and 6959

Under separate cover:
JS-WPs/1127 and 1128 and Corr. No. 1 (English only)

SUDAN

Commodity Imports

Agreement signed at Khartoum December 31, 1979;
Entered into force December 31, 1979.

A.I.D. GRANT NO. 650-0038

GRANT AGREEMENT

Between

UNITED STATES OF AMERICA

And The

DEMOCRATIC REPUBLIC OF SUDAN

For

COMMODITY IMPORTS

Dated: December 31, 1979

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GRANT AGREEMENT dated the 31st day of December 1979 between the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D.") and the DEMOCRATIC REPUBLIC OF SUDAN ("the Grantee").

ARTICLE I

The Grant

SECTION 1.01. The Grant. A.I.D. agrees to grant to the Grantee pursuant to the Foreign Assistance Act of 1961, as amended,[1] an amount not to exceed Forty Million United States dollars ($40,000,000) (the "Grant") 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 Grantee in meeting a serious foreign exchange shortage, achieving development objectives, improving the standard of living and maintaining political stability. Commodities and commodity-related services authorized to be financed hereunder are hereinafter referred to as "Eligible Items," as hereinafter more fully described in Section 3.04.

[1] 75 Stat. 424; 22 U.S.C. § 2151 note.

ARTICLE II

Conditions Precedent to Disbursement

SECTION 2.01. 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 Grant, the Grantee 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 Attorney General of the Democratic Republic of Sudan that this Agreement has been duly authorized and/or ratified by and executed on behalf of the Grantee and that it constitutes a valid and legally binding obligation of the Grantee 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 Grantee specified in Section 7.02 and a specimen signature of each person specified in such statement.

SECTION 2.02. Terminal Date for Meeting Conditions Precedent to Disbursement. If all the conditions specified in Section 2.01 shall not have been met within sixty (60) 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 Grantee.

SECTION 2.03. Notification of Meeting Conditions Precedent to Disbursement. A.I.D. shall notify the Grantee upon determination by A.I.D. that the conditions precedent to disbursement specified in Section 2.01 have been met.

ARTICLE III

Procurement, Utilization and Eligibility of Commodities

SECTION 3.01. A.I.D. Regulation 1. Except as A.I.D. may otherwise specify in writing, this Grant 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 3.02. 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 countries included in Code 941 of the A.I.D. Geographic Code Book in effect at the time of procurement.

SECTION 3.03. Date of Procurement. Except as A.I.D. may otherwise agree in writing, no goods or services may be financed under the Grant for which any order or contract was firmly placed or entered into prior to the date of this Agreement.

SECTION 3.04. Eligible Items.

(a) The commodities eligible for financing under this Grant 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 Grantee. Commodity-related services as defined in A.I.D. Regulation 1 are eligible for financing under this grant. 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 purpose of the Grant 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 Grantee, under this Agreement for the financing of the commodity. In any event, however, the Grantee 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 3.05. Procurement for Public Sector. With respect to procurement hereunder by or for the Grantee, its departments and instrumentalities:

(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) Grantee will undertake to assure that public sector end-users under this Grant 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 3.06. Financing Physical Facilities. Except as A.I.D. may otherwise agree in writing, not more than $1,000,000 from the proceeds of this Grant 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 3.07. Utilization of Commodities

(a) Grantee 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 Grantee to reduce breakage and pilferage in ports resulting from careless or deliberately improper cargo handling practices, as specified in detail in Implementation Letters.

(b) Grantee 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 3.08. Motor Vehicles. Except as A.I.D. may otherwise agree in writing, none of the proceeds of this Grant 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 3.09. 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.

SECTION 3.10. Private Sector. In recognition of the importance of the development of the private sector in promoting its overall

economic growth the Grantee agrees to take all necessary steps to make available to the private sector as much of the proceeds of the Grant as possible.

ARTICLE IV

Disbursements

SECTION 4.01. Disbursement for United States Dollar Costs Letters of Commitment to United States Banks. Upon satisfaction of conditions precedent, the Grantee 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 Grantee or any designee of the Grantee 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 of the United States bank or banks incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of the Grantee and may be financed under the Grant.

SECTION 4.02. Other Forms of Disbursement. Disbursements of the Grant may also be made through such other means and by such other procedures as the Grantee and A.I.D. may agree to in writing.

SECTION 4.03. Date of Disbursement. Disbursements by A.I.D. shall be deemed to occur, in the case of disbursements pursuant to Section 4.01, on the date on which A.I.D. makes a disbursement to the Grantee, to its designee, or to a banking institution pursuant to a Letter of Commitment.

SECTION 4.04. 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 4.02 shall be issued in response to a request received by A.I.D. after twelve (12) months, and no disbursement of grant funds shall be made against documentation received by A.I.D. or any bank described in Section 4.01 after twenty-four (24) months from the date the Grantee satisfies the Conditions Precedent in Section 2.01.

SECTION 4.05. 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, Grantee shall maintain records adequate to establish that commodities financed hereunder have been utilized in accordance with Section 3.07 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 4.06. Records. Grantee 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 three (3) years after the date of last disbursement by A.I.D. under this Agreement.

ARTICLE V

General Covenants and Warranties

SECTION 5.01. Reports. Grantee shall furnish to A.I.D. such information and reports relating to the goods and services financed by this Grant and the performance of Grant's obligations under this Agreement as A.I.D. may reasonably request.

SECTION 5.02. Disclosure of Material Facts and Circumstances. The Grantee 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 Grant 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 Grant and the discharge of its obligation under this Agreement. The Grantee 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 Grant or the discharge of the Grantee's obligations under this Agreement.

SECTION 5.03. Taxation. This Agreement, and the Grant, shall be free from any taxation or fees imposed under the laws in effect within the country of the Grantee.

SECTION 5.04. Commissions, Fees and Other Payments

(a) Grantee warrants and covenants that in connection with obtaining the Grant, 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 Grantee's full-time officers and employees or as compensation for bona fide professional, technical or comparable services. The Grantee 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 Grantee warrants and convenants that no payments have been or will be received by the Grantee, or any official of the Grantee, in connection with the procurement of goods and services financed hereunder, except fees, taxes, or similar payments legally established in the country of the Grantee.

SECTION 5.05. Periodic Discussions. Periodically, but no less than annually, the Grantee and A.I.D. will meet to discuss the status of the economy, associated economic issues and the relationship of the A.I.D. program to those concerns.

SECTION 5.06. Use of Local Currency. Grantee will establish a Special Account in the Bank of Sudan and deposit therein currency of the Government of the Democratic Republic of Sudan in amounts equal to proceeds accruing to the Grantee or any authorized agency thereof as a result of the sale or importation of the Eligible Items. Funds in the Special Account may be used for such purposes as are mutually

agreed upon by A.I.D. and the Grantee from time to time, provided that such portion of the funds in the Special Account as may be designated by A.I.D. shall be made available to A.I.D. to meet the requirements of the United States.

ARTICLE VI

Termination and Suspension

SECTION 6.01. Termination. This Agreement may be terminated by mutual agreement of the Parties at any time. Either Party may terminate this Agreement by giving the other Party thirty (30) days written notice.

SECTION 6.02. Suspension of Disbursements, Transfer of Goods to A.I.D. In the event that at any time:

(a) Grantee shall fail to comply with any provision of this Agreement, or

(b) any representation or warranty made by or on behalf of Grantee with respect to obtaining this Grant or made or required to be made under this Agreement is incorrect in any material respect; or

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

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

(e) a default shall have occurred under any other agreement between Grantee 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 Grantee thereunder, giving notice to Grantee 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 Democratic Republic of Sudan.

SECTION 6.03. Cancellation by A.I.D. Following any suspensions of disbursements pursuant to Section 6.02, 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 Grant that is not then either disbursed or subject to irrevocable Letters of Credit.

SECTION 6.04. 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 the Agreement as determined by A.I.D., or of any disbursement not made nor used in accordance with the terms of this Agreement or is in violation of the laws governing A.I.D., as determined by A.I.D., A.I.D. may require the Grantee 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 Grantee 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 6.05. Nonwaiver of Remedies. No delay in exercising or ommision 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 VII

Miscellaneous

SECTION 7.01. Communications. Any notice, request, document, or other communication given, made, or sent by the Grantee 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, telex, or radiogram at the following addresses:

To Grantee:

Mail Address:	Ministry of National Planning P.O. Box 2092 Khartoum, Sudan
Cable Address:	EIMAR Khartoum
Telex No.	324

To A.I.D.:

Mail Address:	United States Agency for International Development American Embassy P.O. Box 699 Khartoum, Sudan
Telex No.	619 AmEmb Km.

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 7.02. Representatives. For all purposes relative to this Agreement, the Grantee will be represented by the individuals holding

or acting in the offices of Minister of National Planning and the Undersecretary for National Planning, and A.I.D. will be represented by the individual holding or acting in the office of Director, USAID, Khartoum, Sudan. 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, Grantee shall submit a statement of the new representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice irrevocation of the authority of any of the duly authorized representatives of the Grantee designated pursuant to this Section, it may accept the signature of any such representative or representatives on any instrument is duly authorized.

SECTION 7.03. 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. Except as permitted by particular provisions of this Agreement, Implementation Letters will not be used to amend or modify the text of this Agreement.

SECTION 7.04. Information and Marking. The Grantee will give appropriate publicity to the Grant as a program to which the United States has contributed, and require goods financed by A.I.D. to be marked as described in Implementation Letters.

IN WITNESS WHEREOF, Grantee 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.

DEMOCRATIC REPUBLIC OF SUDAN

BY: _____

NAME: Maj.Gen.(Ret.) Nasr Al Din Mustafa

TITLE: Minister

UNITED STATES OF AMERICA

BY: Donald C. Bergus

NAME: Donald C. Bergus

TITLE: Ambassador

PEOPLE'S REPUBLIC OF CHINA

Settlement of Claims

Agreement amending the agreement of May 11, 1979.
Effected by exchange of notes
Dated at Beijing September 28, 1979;
Entered into force September 28, 1979.

会和美国大使馆表示同意的复照将构成两国政府间的一项协议，它于复照之日起生效，并修正了一九七九年五月十一日在北京签订的中华人民共和国政府和美利坚合众国政府关于解决资产要求的协议。

顺致最崇高的敬意。

一九七九年[illegible]于北京

The Chinese Ministry of Foreign Affairs to the American Embassy [1]

中华人民共和国外交部

(79)部美字第959号

美利坚合众国驻华大使馆：

中华人民共和国外交部向美利坚合众国大使馆致意，并谨提及一九七九年五月十一日在北京签订的中华人民共和国政府和美利坚合众国政府关于解决资产要求的协议。中华人民共和国愿特别提及该协议第二条(乙)款，其中规定美国政府同意于一九七九年十月一日对由于中华人民共和国及其国民或在它管辖或控制下的自然人和法人在其中有直接和间接的利益而被美国政府冻结，且在草签之日(一九七九年三月二日)仍被冻结的所有资产，予以解冻。

由于行政性的原因和为了便于执行这一协议，中华人民共和国外交部谨请美国政府把按上述协议第二条(乙)款宣布解冻上述资产的日期从一九七九年十月一日推迟到一九八〇年一月三十一日。该协议的其他一切条款仍按协议的规定执行。

如蒙美国政府同意中华人民共和国的这一建议，此照

[1] For the English language translation, see pp. 5599-5600.

The American Embassy to the Chinese Ministry of Foreign Affairs

No. 427

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs of the People's Republic of China and has the honor to refer to the Note of the Ministry of Foreign Affairs No. 959 of September 28, 1979, the text of which is as follows:

" (79) bu mei zi No. 959

The Ministry of Foreign Affairs of the People's Republic of China presents its compliments to the Embassy of the United States of America and has the honor to refer to the Agreement between the Government of the People's Republic of China and the Government of the United States of America concerning the settlement of claims signed at Beijing on May 11, 1979.[1] The People's Republic of China wishes to refer in particular to Article II(B) of the said Agreement, in which the United States Government agrees to unblock, by October 1, 1979, all assets which were blocked because of an interest, direct or indirect, in those assets of the People's Republic of China, its nationals, or natural and juridical persons subject to its jurisdiction or control, and which remained blocked on the date of the initialling of this Agreement, March 2, 1979.

[1] TIAS 9306; 30 UST 1957.

The Ministry of Foreign Affairs of the People's Republic of China has the honor to request, for reasons of administration and facilitation of the implementation of the Agreement, that the United States Government postpone the unblocking of the aforementioned assets pursuant to Article II(B) of the aforementioned Agreement from October 1, 1979, to January 31, 1980. All other provisions of the Agreement shall be executed according to their terms.

If the United States Government concurs in this proposal of the People's Republic of China, this Note and the Embassy's reply indicating acceptance shall constitute an Agreement between the two Governments which will enter into force on the date of the reply and which will amend the Agreement between the Government of the People's Republic of China and the Government of the United States of America concerning the settlement of claims signed at Beijing on May 11, 1979.

The Ministry takes this opportunity to renew to the Embassy the assurances of its highest consideration. "

The United States Government concurs in the proposal of the People's Republic of China and agrees that the Note of the Ministry of Foreign Affairs of the People's Republic of China and this reply shall constitute an Agreement between the two Governments which will enter into force on this date

and which will amend the Agreement between the Government of the United States of America and the Government of the People's Republic of China concerning the settlement of claims signed at Beijing on May 11, 1979.

The Embassy of the United States of America takes this opportunity to renew to the Ministry the assurances of its highest consideration.

J S R

Embassy of the United States of America,
Beijing, September 28, 1979.

JAPAN

Atomic Energy: Reprocessing of Special Nuclear Material

Agreement effected by exchange of notes
Dated at Washington October 1, 1979;
Entered into force October 1, 1979.

The Department of State to the Japanese Embassy

The Department of State refers the Embassy of Japan to the joint Communique issued on September 12, 1977, and the Joint Determination on September 12, 1977,[1] for reprocessing of special nuclear material of United States origin and wishes to inform the latter as follows:

1. In view of the fact that the term of the International Nuclear Fuel Cycle Evaluation (INFCE) has been extended until the end of February 1980, the Government of the United States of America considers it appropriate that, accordingly, the initial period of operation of the Tokai Reprocessing Facility as referred to in the aforementioned communique be extended until April 30, 1980.
2. The Government of the United States of America reaffirms that the actions of the two countries in the extended period mentioned in paragraph 1 above should be guided by the understandings, principles and intentions set out in the aforementioned Joint Communique, and based on the aforementioned Joint Determination.

Department of State,

Washington, October 1, 1979

[1] TIAS 8734; 28 UST 8008.

The Japanese Embassy to the Department of State

EMBASSY OF JAPAN
WASHINGTON

October 1, 1979

NOTE VERBALE

P-73

The Embassy of Japan presents its compliments to the Department of State and, with reference to the Joint Communique issued on September 12, 1977 and the Joint Determination for Reprocessing of Special Nuclear Material of United States Origin effected on the same date, has the honor to inform the latter as follows:

1. In view of the fact that the term of the International Nuclear Fuel Cycle Evaluation (INFCE) has been extended until the end of February, 1980, the Government of Japan considers it appropriate that, accordingly, the initial period of operation of the Tokai Reprocessing Facility as referred to in the aforementioned Communique be extended until April 30, 1980.
2. The Government of Japan reaffirms that the actions of the two countries in the extended period mentioned in paragraph 1 above should be guided by the understandings, principles and intentions set out in the aforementioned Joint Communique, and based on the aforementioned Joint Determination.

The Embassy of Japan avails itself of this opportunity to renew to the Department of State the assurance of its highest consideration.

TIAS 9676

90-991 O - 83 - 61

CANADA

Aviation: Preclearance

Agreement effected by exchange of notes
Signed at Ottawa August 23 and October 15, 1979;
Entered into force October 15, 1979.

The American Ambassador to the Canadian Secretary of State for External Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 229 Ottawa, August 23, 1979.

Madam:

I have the honor to refer to the Agreement of May 8, 1974[1] between the Government of the United States of America and the Government of Canada on Air Transport Preclearance, and to discussions between representatives of our two Governments concerning the establishment of United States preclearance at Edmonton.

The United States proposes that preclearance operations, subject to the provisions of the Preclearance Agreement of May 8, 1974, be extended to Edmonton. The United States recognizes the desires of the Canadian Government and of the airlines for commencement of preclearance operations at Edmonton as soon as possible, and agrees to commence such operations during October 1979, provided the interim one-stop facility agreed to in previous discussions is completed by that time.

The United States Government notes that the proposed one-stop preclearance facility at Edmonton is considered by all parties involved to be an interim, or temporary

The Honorable
Flora MacDonald,
Secretary of State
for External Affairs,
Ottawa.

[1] TIAS 7825; 25 UST 763.

facility, and looks forward to the completion of the Edmonton International Air Terminal Building Development Program. The United States further notes the assurances it has received from officials of the Canadian Government that the project schedule of this program calls for completion of the air terminal building which will house the preclearance facility on or about July 15, 1981, at which time a permanent one-stop preclearance facility will be available for the United States inspection agencies.

The United States further notes that in anticipation of the completion of the permanent facility, the United States inspection agencies are prepared to staff the interim facility while recognizing that it has certain limitations, particularly with respect to processing capacity. The maximum processing capacity of the interim facility is 200 passengers per hour. The United States inspection agencies note that if this capacity is exceeded, they will be unable to perform adequate inspections without causing flight delays.

If the foregoing is acceptable to the Government of Canada, I have the honor to propose that this Note and your reply shall constitute an Agreement between our two Governments for the establishment of United States preclearance operations at Edmonton in accordance with Article II (b) of the Agreement on Air Transport Preclearance of May 8, 1974, which shall enter into force on the date of your reply.

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

Thomas O. Enders/vs.[1]

[1] Thomas O. Enders.

The Canadian Secretary of State for External Affairs to the American Ambassador

Department of External Affairs Ministère des Affaires extérieures

Canada

October 15, 1979

No. EBS-2778

Excellency,

I have the honour to refer to your predecessor's Note No. 229 of August 23, 1979 proposing the establishment at Edmonton airport of United States preclearance facilities.

I have the honour to inform you that the proposals outlined in your predecessor's Note are acceptable to the Government of Canada and to confirm that that Note and this reply, which is authentic in English and French, shall constitute an Agreement between our two Governments for the establishment of United States preclearance operations at Edmonton, in accordance with Article II(b) of the Agreement on Air Transport Preclearance of May 8, 1974, which shall enter into force on the date of this reply.

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

Flora MacDonald [1]

Secretary of State for
External Affairs

His Excellency Kenneth M. Curtis
Ambassador of the United States
of America
Ottawa

[1] Flora MacDonald.

French Text of the Canadian Note

Department of External Affairs Ministère des Affaires extérieures

Canada

le 15 octobre 1979

No. EBS-2778

Excellence,

J'ai l'honneur de me référer à la Note No. 229 de votre prédécesseur, en date du 23 août 1979, proposant l'établissement, à l'aéroport d'Edmonton, d'installations de prédédouanement pour les Etats Unis.

J'ai l'honneur de vous informer que les propositions énoncées dans la Note de votre prédécesseur agréent au Gouvernement du Canada, et de confirmer que cette Note et la présente réponse, dont les versions anglaise et française font également foi, constituent un Accord entre nos deux gouvernements prévoyant l'établissement d'un poste de prédédouanement pour les Etats Unis à l'aéroport d'Edmonton, conformément à l'article II(b) de l'Accord relatif au prédédouanement dans le domaine du transport aérien du 8 mai 1974, qui entre en vigeur à compter de la date de ce jour.

Veuillez agréer, Excellence, les assurances renouvelées de ma très haute considération.

Flora MacDonald

Le Secrétaire d'Etat aux
Affaires extérieures

Son Excellence Kenneth M. Curtis
Ambassadeur des Etats Unis d'Amerique
Ottawa

TURKEY

Economic Assistance: Loan and Grant

Agreement signed at Ankara January 28, 1980;
Entered into force January 28, 1980.

ASSISTANCE AGREEMENT BETWEEN
THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF TURKEY

Agreement, dated the twenty-eighth day of January, 1980, between the Government of the Republic of Turkey ("Turkey") and the United States of America, acting through the Agency for International Development ("A.I.D."), together referred to as the "Parties".

WHEREAS, the Government of the United States, acting through the Agency for International Development, is desirous of supporting the Government of the Republic of Turkey's efforts to stabilize its economy;

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE I

THE ASSISTANCE

A.I.D., pursuant to the Foreign Assistance Act of 1961, as amended,[1] agrees to grant to Turkey under the terms of this Agreement not to exceed thirty-five million United States Dollars ($35,000,000) (the "Grant") and to lend Turkey, under the terms of this Agreement, not to exceed sixty-three

[1] 75 Stat. 424; 22 U.S.C. § 2151 note.

million United States Dollars ($63,000,000) (the "Loan") for balance-of-payments financing to support and promote the financial stability and economic recovery of Turkey. The aggregate amount of disbursements under the Loan is referred to as "Principal". The Loan and Grant together are referred to as the "Assistance".

ARTICLE II

LOAN TERMS

Section 2.1. Interest.

Turkey will pay to A.I.D. interest which will accrue at the rate of five percent (5 percent) per annum following the date of disbursement of the Loan on the outstanding balance of the Principal and on any due and unpaid interest. Interest on the outstanding balance will accrue from the date of disbursement (as defined in Section 4.2) and will be payable semi-annually. The first payment of interest will be due and payable no later than six (6) months after disbursement of the Loan.

Section 2.2. Repayment.

Turkey will repay to A.I.D. the Principal under the Loan within twenty (20) years from the date of disbursement of the Loan in thirty (30) approximately equal semi-annual installments of Principal and interest. The first installment of Principal will be payable four and one-half (4-1/2) years after the date on which the first interest payment is due in accordance with Section 2.1. A.I.D. will provide Turkey with an amortization schedule in accordance with this Section after disbursement of the Loan.

Section 2.3. Application, Currency, and Place of Payment.

All payments of interest and Principal hereunder will be made in U.S. Dollars and will be applied first to the payment of interest due and then to the repayment of Principal. Except as

A.I.D. may otherwise specify in writing, payments will be made to the Controller, Office of Financial Management, Agency for International Development, Washington, D. C. 20523, U.S.A., and will be deemed made when received by the Office of Financial Management.

Section 2.4. Prepayment.

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

Section 2.5. Termination on Full Payment.

Upon payment in full of the Principal and any accrued interest, this Agreement and all obligations of Turkey and A.I.D. under it will cease. However, with respect to any obligation arising out of the disbursement of Grant funds, this Agreement will remain in full force and effect.

ARTICLE III

CONDITIONS PRECEDENT TO DISBURSEMENT

Section 3.1. Disbursement.

Prior to disbursement under the Assistance, Turkey will, except as the Parties may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(A) An opinion of the Chief Legal Advisor of the Ministry of Finance that this Agreement has been duly authorized, or ratified by, and executed on behalf of Turkey, and that it constitutes a valid legally binding obligation of Turkey in accordance with all of its terms; and

(B) A statement of the name of the person holding or acting in the office specified in Section 6.2.

Section 3.2. Notification.

When A.I.D. has determined that the conditions precedent specified in Section 3.1. have been met, it will promptly notify Turkey.

Section 3.3. Terminal Date for Conditions Precedent.

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

ARTICLE IV

DISBURSEMENTS

Section 4.1. Deposit of Disbursements.

After satisfaction of conditions precedent, at the written request of Turkey, A.I.D. will deposit the Grant and/or the proceeds of the Loan, in a bank or banks in the United States designated in writing by Turkey.

Section 4.2. Date of Disbursement.

Disbursement by A.I.D. will be deemed to occur on the date(s) the Grant and the proceeds of the Loan are deposited by A.I.D. in (are disbursed by A.I.D. to) the bank or banks designated pursuant to Section 4.1.

Section 4.3. Terminal Date for Requesting Disbursement.

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

ARTICLE V

USE OF FUNDS

Section 5.1. Turkey agrees that the Assistance will be used for balance-of-payments financing and will not be used for financing military requirements of any kind, including the procurement of commodities or services for military purposes.

ARTICLE VI

MISCELLANEOUS

Section 6.1. Communications.

Turkey undertakes to provide to A.I.D. such information relating to the economic and financial situations and related problems of Turkey as may be necessary. Any notice, request, document, or other communication submitted by either Party to the other under this Agreement will be in writing or by telegram or cable, and will be deemed duly given or sent when delivered to such Party at the following address:

To Turkey:

Ministry of Finance
Government of the Republic of Turkey
Ankara, Turkey

To A.I.D.:

Director
Office of Project Development
Near East Bureau
A.I.D.
Washington, D. C. 20523

All such communications will be in English, unless the Parties otherwise agree in writing. Other addressees may be substituted for the above upon the giving of notice. Turkey, in addition, will provide the U.S. Embassy in Ankara with a copy of each communication sent to A.I.D.

Section 6.2. Representatives.

For all purposes relevant to this Agreement, Turkey will be represented by the individual holding or acting in the office of Minister of Finance and A.I.D. will be represented by the U.S. Ambassador, each of whom, by written notice, may designate additional representatives. The names of the representatives of Turkey, with specimen signatures, will be provided to A.I.D., which may accept as duly authorized any instrument signed by

such representatives in implementation of this Agreement, until receipt of written notice of revocation of their authority.

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

FOR THE UNITED STATES OF AMERICA:

Robert S. Dillon
Charge d'Affaires a.i.

FOR THE REPUBLIC OF TURKEY:

Turan Kivanc
Undersecretary of Finance

NORWAY

Extradition

Treaty signed at Oslo June 9, 1977;
Ratification advised by the Senate of the United States of America November 30, 1979;
Ratified by the President of the United States of America December 13, 1979;
Ratified by Norway January 18, 1980;
Ratifications exchanged at Washington March 7, 1980;
Proclaimed by the President of the United States of America April 9, 1980;
Entered into force March 7, 1980.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Extradition Treaty between the United States of America and the Kingdom of Norway was signed at Oslo on June 9, 1977, the text of which, in the English and Norwegian languages, is hereto annexed;

The Senate of the United States of America by its resolution of November 30, 1979, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty;

The Treaty was ratified by the President of the United States of America on December 13, 1979, in pursuance of the advice and consent of the Senate, and was duly ratified on the part of the Kingdom of Norway;

It is provided in Article 20 of the Treaty that the Treaty shall enter into force on the date of the exchange of instruments of ratification;

The instruments of ratification of the Treaty were exchanged at Washington on March 7, 1980; and accordingly the Treaty entered into force on that date;

Now, THEREFORE, I, Jimmy Carter, President of the United States of America, proclaim and make public the Treaty, to the end that it be observed and fulfilled with good faith on and after March 7, 1980, 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 ninth day of April in the year of our Lord one thousand nine hundred eighty and of the Independence of the United States of America the two hundred fourth.

[SEAL]

JIMMY CARTER

By the President:
CYRUS VANCE
Secretary of State

EXTRADITION TREATY

between

THE UNITED STATES OF AMERICA

and

THE KINGDOM OF NORWAY

The Government of the United States of America and the Government of the Kingdom of Norway;

Desiring to make a new treaty for the reciprocal extradition of offenders;

Have agreed as follows:

Article 1

Each Contracting State agrees to extradite to the other, in the circumstances and subject to the conditions specified in this Treaty, any person found in its territory who has been charged with or convicted of any offense within Article 2, committed within the jurisdiction of the other State or outside thereof under the conditions specified in Article 3.

Article 2

1. Extradition shall be granted for any offense described in the Schedule annexed to this Treaty, which forms an integral part of the Treaty, only when both of the following conditions exist:

a. The law of the requesting State, in force when the offense was committed, provides a possible penalty of deprivation of liberty for a period of more than one year, or by the death penalty; and

b. The law in force in the requested State generally provides a possible penalty of deprivation of liberty for a period of more than one year, or by the death penalty, which would be applicable if the offense were committed in the territory of the requested State.

2. When the person sought has already been sentenced in the requesting State, extradition shall only be granted when the detention originally imposed is for a period of at least four months, and the amount of time remaining to be served is for a period of at least four months.

3. Extradition shall also be granted for preparation or attempts to commit, conspiracy to commit, or participation in any offenses within paragraph 1 of this Article. Preparation or attempts include conspiracy to commit such offenses according to the law in the United States. The provisions of this paragraph shall be qualified on the basis that the offense is punishable under the laws of both States by imprisonment or other form of detention for more than one year or by the death penalty.

4. An offense shall be extraditable whether or not the laws of both Contracting States would place that offense within the same category of offenses made extraditable by the first or third paragraph of this Article and whether or not the laws of the requested State denominate the offense by the same terminology.

5. Extradition shall also be granted for an offense when the use of the mails or means of interstate communication or transport may be required for the purpose of granting jurisdiction to a federal tribunal of the United States.

6. If the request for extradition includes several separate offenses each of which is punishable under the laws of the requesting and the requested State by deprivation of liberty, but of which some do not fulfill the condition with regard to the amount of punishment which may be awarded, the executive authority of the requested State shall have the power to grant extradition for the latter offenses.

Article 3

1. For the purpose of this Treaty, the territory of each Contracting State comprises all the territory over which it exercises jurisdiction, including air space and territorial waters as well as vessels and air craft registered in that Contracting State if any such aircraft or vessels are on the high seas or in flight when the offense is committed. An aircraft shall be considered to be in flight from the moment when power is applied for the purpose of take-off until the moment when the landing run ends. In the case of a forced landing, the flight shall be deemed to continue until the competent authorities take over the responsibility for the aircraft and for the persons and property on board.

2. The provisions of the preceding paragraph do not exclude the application of penal jurisdiction exercised in accord with the legislation of the requested State.

3. When the offense for which the extradition has been requested has been committed outside the territory of the requesting State, the executive authority of the requested State shall have the power to grant extradition provided that its jurisdiction would extend to such an offense in similar circumstances.

Article 4

1. Neither Contracting State shall be bound to deliver up its own nationals, but the executive authority of the requested State shall, if not prevented by the laws of that State, have the power to deliver them up if, in its discretion, it be deemed proper to do so.

2. If extradition is not granted in pursuance of paragraph 1 of this Article, the requested State shall submit the case to its competent authorities for the purpose of prosecution.

Article 5

1. Extradition shall be granted only if the evidence be found sufficient according to the law of the requested State either to justify the committal for trial of the person sought if the offense of which he is accused had been committed in the territory of the requested State or to prove that he is the identical person convicted by the courts of the requesting State.

2. In the case of a request made to the Government of Norway, the Norwegian authorities shall, in accordance with Norwegian extradition law, have the right in exceptional cases to request evidence to establish a presumption of guilt of a person previously convicted. Extradition may be refused if such additional evidence is found to be insufficient.

Article 6

The person whose extradition has been requested may advise the appropriate authority of the requested State, if not prevented by the laws of that State, that he waives the necessity for a hearing on his extraditability. The requested State may thereupon cause the issuance of an order authorizing surrender of the person sought to agents of the government of the requesting State.

Article 7

1. Extradition shall not be granted in any of the following circumstances:

a. When the person whose surrender is sought is being proceeded against or has been tried and discharged or punished in the territory of the requested State for the offense for which extradition is requested. If the charge against the person sought has been waived in Norway, or the proceedings discontinued due to lack of evidence, extradition may be granted only if the conditions of applicable Norwegian law permit.

b. When the prosecution or the enforcement of the penalty for the offense for which extradition is sought has become barred by lapse of time according to the laws of the requesting or requested State.

c. If the offense for which extradition is requested is regarded by the requested State as a political offense or if the person sought proves that the request for his extradition has in fact been made with a view to try or punish him for an offense of a political character.

d. In respect of a military offense, unless it is punishable in accordance with non-military penal legislation as prescribed in Article 2.

2. Extradition may be refused in any of the following circumstances:

a. When the person whose surrender is sought has been tried and acquitted, or has undergone punishment, or has been pardoned, in a third State.

b. If, in special circumstances, having particular regard to the age, health or other personal conditions of the person concerned, the requested State has reason to believe that extradition will be incompatible with humanitarian considerations.

3. Extradition may be refused on any other grounds provided for by the law of the requested State.

Article 8

If the offense for which extradition is requested is punishable by death under the laws of the requesting State and the laws of the requested State do not provide for the death penalty for that offense, extradition may be refused unless the requesting State provides assurances satisfactory to the requested State that the death penalty shall not be imposed, or, if imposed, shall not be carried out.

Article 9

When the person whose extradition is requested is being proceeded against or is lawfully detained in the territory of the requested State for an offense other than that for which extradition has been requested, the decision whether or not to extradite him may be deferred until the conclusion of the proceedings and the full execution of any punishment he may be or may have been awarded.

Article 10

The determination that extradition based upon the request therefore should or should not be granted shall be made in accordance with the law of the requested State and the person whose extradition is sought shall have the right to use such remedies and recourses as are provided by such law.

Article 11

1. The request for extradition shall be made through the diplomatic channel.

2. The request shall be accompanied by:

a. The data necessary to prove the identity of the person sought, including, when possible, photographs and fingerprints or copies thereof, and information as to his nationality and residence, if available;

b. A statement of the facts of the case for which extradition is requested;

c. The text of the laws defining the offense, the law prescribing the punishment for the offense, and the law relating to the limitation of the legal proceedings or the enforcement of the penalty for that offense.

3. If the request relates to a person charged but not yet convicted, it must also be accompanied by a warrant of arrest issued by a judge or other competent authority in the territory of the requesting State and by such evidence as, according to the law of the requested State, would justify his committal for trial if the offense had been committed in the territory of the requested State.

4. If the request relates to a person who has been convicted but who has not served all of his or her sentence, it must also be accompanied by the judgment of conviction and sentence, if any, imposed in the territory of the requesting State, and by a certification indicating that the sentence has not been served or indicating the part of the sentence yet to be served.

5. The warrant of arrest and deposition or other evidence, given under oath, and the judicial documents establishing the existence of the conviction, as well as any supplementary evidence requested by the Norwegian authorities under Article 5, paragraph 2, or certified copies of these documents, shall be admitted in evidence in the examination of the request for extradition when, in the case of a request emanating from Norway, they bear the signature or are accompanied by the attestation of a judge, magistrate or other official or are authenticated by the official seal of the Ministry of Justice and, in any case, are certified by the principal diplomatic or consular officer of the United States in Norway, or when, in the case of a request emanating from the United States, they are sealed by the official seal of the Department of State. Any deposition or other evidence which has not been given under oath but which otherwise meets the requirements set forth in this paragraph shall be admitted in evidence as a deposition or evidence given under oath when there is an indication that the person, prior to deposing before the judicial authorities of the requesting State, was informed by those authorities of the penal sanctions to which he would be subject in the case of false or incomplete statements.

6. The documentation referred to in paragraph 5 of this Article shall also be received in evidence if it is authenticated in such other manner as may be permitted by the law of the requested State.

7. The requested State may require that the documentation be translated into the language of that State.

Article 12

1. In case of urgency, the Contracting States may request, through the diplomatic channel, the provisional arrest of

an accused or convicted person. This request may be honored if the request includes identification of such a person, a description of the offense of which he is accused, an indication of the purpose for the request of extradition and a statement of the existence of an order of arrest or an outstanding conviction or sentence.

2. Upon the granting of the request for provisional arrest, the requesting State shall present to the Executive Authority of the other State the formal request for extradition within four weeks. The requesting State may request, specifying the reasons therefor, an extension of the period of detention for a period not to exceed thirty days, and the appropriate judicial authority of the requested State shall have the authority to extend the period of detention. The release from custody pursuant to this provision shall not prevent the institution of proceedings with a view of extraditing the person sought if the request is subsequently received.

Article 13

1. If the requested State requires additional evidence or information to enable it to decide on the request for extradition, it shall request the same of the requesting State, and the requesting State shall furnish it within such time as the requested State indicates.

2. If the requested evidence or information is not received within the specified period or if such evidence is insufficient, the person sought, if under arrest, shall be released immediately. This fact shall not bar the requesting State from renewing its request for extradition, with new documentation, with respect to the same person and for the same offense.

Article 14

1. The requested State shall promptly communicate to the requesting State, through the diplomatic channel, the decision on the request for extradition.

2. If the extradition has been granted, the authorities of the requesting and the requested States shall agree on the time and place of surrender of the person sought.

3. If a warrant or order for the extradition of a person sought has been issued by the competent authority and he is not removed from the territory of the requested State within such time as may be agreed, he shall be set at liberty and the requested State may subsequently refuse to extradite him for the same offense.

Article 15

1. A person extradited shall not be detained or proceeded against in the territory of the requesting State for any offense, other than an extraditable offense established by the facts in respect of which extradition has been granted, nor be extradited by that State to a third State unless:

a) he has left the territory of the requesting State after his extradition and has voluntarily returned to it;

b) he has remained in the territory of the requesting State for forty-five days after being free to depart; or

c) the requested State has consented to his detention, trial, punishment, or to his extradition to a third State for an offense other than that for which extradition was granted.

2. The provisions of paragraph 1 of this Article shall not apply to offenses committed, or matters arising, after the extradition has been granted.

Article 16

If the extradition of a person is requested concurrently by one of the Contracting States and by another state or

states, either for the same offense or for different offenses, the requested State shall make its decision having regard to all the circumstances, including the provisions in this regard in any Agreements in force between the requested State and the requesting states, the relative seriousness and place of commission of the offenses, the respective dates of the requests, the nationality of the person sought and the possibility of subsequent extradition to another state.

Article 17

To the extent permitted under the law of the requested State and subject to the rights of third parties, which shall be duly respected, all articles, instruments, objects of value or documents relating to the offense, whether or not used for its execution, or which in any other manner may be material evidence for the prosecution, shall be surrendered upon the granting of the extradition even when extradition cannot be effected due to the death, disappearance, or escape of the accused.

Article 18

1. Transit through the territory of one of the Contracting States of a person whose extradition has been granted to the other Contracting Party by a third state shall be granted under the following conditions:

a. that the State of transit be given prior notice of the route said person will use;

b. that the agents escorting said person carry with them the original or an authenticated copy of the warrant or order of extradition; and

c. that such transit will not be in violation of the applicable laws of the State of transit.

2. The requesting State shall reimburse the State of transit for any expenses incurred in connection with such transportation.

Article 19

1. The requested State shall provide review of documentation in support of an extradition request for its legal sufficiency prior to presentation to the judicial authorities and shall provide for representation of the interests of the requesting State before the competent authorities of the requested State.

2. Expenses related to the translation of documents and to the transportation of the person sought shall be paid by the requesting State. No pecuniary claim, arising out of the arrest, detention, examination and surrender of persons sought under the terms of this Treaty, shall be made by the requested State against the requesting State.

Article 20

1. This Treaty shall be subject to ratification, and the instruments of ratification shall be exchanged at Washington as soon as possible. It shall come into force on the date of the exchange of instruments of ratification.[1]

2. This Treaty shall apply to any offense governed by this Treaty committed before or after this Treaty enters into force, provided that extradition shall not be granted for an offense committed before this Treaty enters into force, which was not an offense under the laws of both Contracting States at the time of its commission.

[1] Mar. 7, 1980.

3. Either of the Contracting States may terminate this Treaty at any time by giving notice in writing to the other through the diplomatic channel. Termination shall become effective six months after the date of such notice.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed this Treaty.

DONE in duplicate at Oslo this ninth day of June 1977, in the English and Norwegian languages, both texts being equally authentic.

For the Government of the United States of America:

[1]

For the Government of the Kingdom of Norway:

Knut Frydenlund [2]

[1] William A. Anders.
[2] Knut Frydenlund.

SCHEDULE OF OFFENSES

1. Murder, including assault with intent to murder.

2. Manslaughter.

3. Malicious wounding or grievous bodily harm.

4. Assault upon a public official.

5. An offense against the laws relating to the use of any corrosive or injurious substance upon a person.

6. An offense against the laws relating to sexual offenses with or upon a minor or other person, including rape, unlawful intercourse, indecent assault, procuration, illegal abortion.

7. An offense against the laws relating to kidnapping, abduction and false imprisonment.

8. An offense against the laws relating to the abandonment of a dependent person which causes grave injury or death.

9. Extortion or threats.

10. An offense relating to prison mutiny; escape from confinement of a person charged, convicted, or sentenced, for an offense punishable by a term in excess of one year.

11. Larceny or theft.

12. Embezzlement.

13. Robbery.

14. Burglary.

15. Arson.

16. An offense against the laws relating to damage to property.

17. Offenses against the safety of a means of transportation or communication, especially when endangering persons making use of such means; piracy and any act of mutiny or revolt on board a vessel or aircraft against the authority of the captain or commander of such aircraft or vessel; any seizure or exercise of control or deviation of routes committed by force, violence, or threat of force or violence, of an aircraft or vessel; destruction or damage of aircraft in flight which

renders it incapable of flight or which is likely to endanger its safety in flight; and any act which could endanger the life or physical integrity of the passengers or crew.

18. An offense against the laws relating to counterfeiting and forgery.

19. An offense against the laws relating to the obtaining, transporting, receiving and fraudulent use of property, money, commodities, securities or similar interests.

20. Fraud, including that by creditors, debtors, bankers, directors, company officials and others, whether or not in a fiduciary relationship.

21. An offense against the laws relating to bankruptcy.

22. False statements to a government agency or official.

23. An offense against the laws relating to commodities, securities or similar interests, including their issuance, registration, marketing, trade, or sale.

24. An offense against the laws relating to international trade and transfers of funds.

25. An offense against the laws relating to importation, exportation or transit of goods, articles, or merchandise, including violations of the customs laws.

26. An offense against the laws relating to narcotic drugs, cannabis, cocaine and its derivatives, psychotropic drugs, and other dangerous drugs, and chemicals.

27. An offense against the laws for protection of public health.

28. An offense against the laws relating to bribery, including soliciting, offering and accepting bribes.

29. An offense against the laws relating to the abuse of official authority.

30. An offense against the laws relating to perjury, subornation of perjury; false testimony.

31. An offence against the laws relating to obstruction of justice.

32. Offenses relating to willful evasion of taxes and duties.

33. Violation of financial laws when such violation is committed in furtherance of an emunerated offence.

A V T A L E

mellom

AMERIKAS FORENTE STATER

og

KONGERIKET NORGE

OM UTLEVERING

Amerikas Forente Staters regjering og Kongeriket Norges regjering;

som ønsker å utarbeide en ny avtale om gjensidig utlevering av lovbrytere;

er blitt enige om følgende:

Artikkel 1

Under de forhold og på de vilkår som fremgår av denne avtale, samtykker hver av de kontraherende stater i å utlevere til den annen stat enhver person som påtreffes på dens territorium og som er siktet eller dømt for et lovbrudd som omfattes av artikkel 2, enten det er begått innen den annen stats jurisdiksjonsområde, eller utenfor dette på de vilkår som er fastsatt i artikkel 3.

Artikkel 2

1. Utlevering skal innrømmes for ethvert lovbrudd som er beskrevet i den liste som følger som vedlegg til denne avtale, og som er en integrerende del av avtalen, bare på følgende to vilkår:

a. Lovgivningen i den anmodende stat som gjaldt da lovbruddet ble begått, gir hjemmel for frihetsberøvelse i mer enn ett år, eller dødsstraff, og

b. lovgivningen i den anmodede stat gir i alminnelighet hjemmel for frihetsberøvelse i mer enn ett år, eller dødsstraff, dersom lovbruddet var blitt begått på den anmodede stats territorium.

2. Dersom den person som er begjært utlevert allerede er dømt i den anmodende stat, skal utlevering bare skje når den frihetsstraff som tidligere er idømt, utgjør minst fire måneder, og det gjenstår minst fire måneder til soning.

3. Utlevering skal også innrømmes for forberedelse til, forsøk på, sammensvergelse eller medvirkning til lovbrudd som omfattes av punkt 1 i denne artikkel. Forberedelse eller forsøk omfatter også "conspiracy" i samsvar med lovgivningen i De Forente Stater. Reglene i dette punkt kommer bare til anvendelse når lovbruddet etter begge staters lovgivning kan straffes med mer enn ett års fengsel eller annen form for frihetsstraff eller med dødsstraff.

4. Et lovbrudd skal gi grunnlag for utlevering uten hensyn til om det etter lovgivningen i de to stater hører til samme kategori av lovbrudd som kan gi grunnlag for utlevering etter første eller tredje punkt i denne artikkel, og uten hensyn til om lovgivningen i den anmodede stat klassifiserer lovbruddet på samme måte.

5. Utlevering kan også skje for et lovbrudd når jurisdiksjon for en føderal domstol i De Forente Stater forutsetter bruk av postvesen eller et kommunikasjons- eller transportmiddel mellom delstatene.

6. Dersom anmodningen om utlevering omfatter flere lovbrudd som hver for seg kan straffes med frihetsberøvelse etter lovgivningen i den anmodende og den anmodede stat, og

noen av dem ikke fyller vilkåret med hensyn til lengden av den straff som kan idømmes, skal den utøvende myndighet i den anmodede stat kunne innrømme utlevering for disse lovbrudd.

Artikkel 3

1. I forhold til denne avtale omfatter hver kontraherende stats territorium hele det territorium som staten utøver jurisdiksjon over, herunder luftrom og territorialfarvann, og skip og luftfartøy registrert i vedkommende kontraherende stat dersom skipet er på åpent hav eller luftfartøyet under flyvning da lovbruddet ble begått. Luftfartøy skal anses å være under flyvning fra det tidspunkt da motorkraft blir anvendt i den hensikt å ta av til det tidspunkt da landingskjøringen er avsluttet. I tilfelle av tvungen landing skal flyvningen anses for å fortsette inntil kompetente myndigheter overtar ansvaret for luftfartøyet og for personer og gods om bord.

2. Reglene i foregående punkt utelukker ikke utøvelse av strafferettslig jurisdiksjon i samsvar med lovgivningen i den anmodede stat.

3. Når det lovbrudd som det er begjært utlevering for, er begått utenfor den anmodende stats territorium, skal den administrative myndighet i den anmodede stat kunne innrømme utlevering dersom denne stat ville hatt jurisdiksjon overfor et slikt lovbrudd under lignende forhold.

Artikkel 4

1. Ingen av de kontraherende stater er forpliktet til å utlevere sine egne borgere, men den administrative myndighet i den anmodede stat skal, dersom lovgivningen i denne stat ikke er til hinder for det, ha adgang til å utlevere dem dersom den finner at det vil være riktig å gjøre det.

2. Dersom utlevering ikke innrømmes i henhold til punkt 1 i denne artikkel, skal den anmodede stat oversende saken til sine kompetente myndigheter med henblikk på strafforfølgning.

Artikkel 5

1. Utlevering skal bare tillates når bevisene etter lovgivningen i den anmodede stat ville vært tilstrekkelig grunnlag for at vedkommende ble pågrepet ("the committal for trial of the person sought") dersom det lovbrudd han er siktet for, var blitt begått på den anmodede stats territorium eller til å godtgjøre at han er identisk med den person som er dømt av domstolene i den anmodende stat.

2. I tilfelle en anmodning fremsettes overfor den norske regjering, skal norske myndigheter i spesielle tilfelle, i samsvar med norsk utleveringslov, ha rett til å kreve bevis som grunnlag for å vurdere om en tidligere domfelt er skyldig. Utlevering kan nektes dersom disse supplerende bevis finnes utilstrekkelige.

Artikkel 6

Dersom lovgivningen i den anmodede stat ikke er til hinder for det, kan den person som er begjært utlevert, meddele myndighetene i denne stat at han gir avkall på en nærmere prøving av om han kan utleveres. Den anmodede stat kan deretter treffe vedtak som innebærer at den person som er begjært utlevert kan overleveres til representanter for den anmodende stats myndigheter.

Artikkel 7

1. Utlevering kan ikke tillates i følgende tilfelle:

a. Når den person som er begjært utlevert på den anmodede stats territorium er under strafforfølgning eller er blitt frikjent eller straffet for det lovbrudd ut-

leveringsbegjæringen gjelder. Dersom det i Norge er gitt påtaleunnlatelse eller saken er henlagt som følge av mangel på bevis, kan utlevering bare tillates dersom vilkårene etter norsk lov er til stede.

b. Når adgangen til å reise straffesak eller fullbyrdelse av straffen for det lovbrudd utleveringsbegjæringen gjelder er foreldet etter lovgivningen i den anmodende eller anmodede stat.

c. Dersom det lovbrudd utleveringsbegjæringen gjelder, anses som et politisk lovbrudd av den anmodede stat, eller dersom den person som er begjært utlevert godtgjør at anmodningen om utlevering i virkeligheten er fremmet i den hensikt å saksøke eller straffe ham for et lovbrudd av politisk karakter.

d. Dersom det gjelder et militært lovbrudd, med mindre dette er straffbart etter ikke-militær lovgivning som fastsatt i artikkel 2.

2. Utlevering kan nektes i følgende tilfelle:

a. Når den person som er begjært utlevert i en tredje stat, har vært straffeforfulgt og er blitt frikjent, eller har sonet straffen eller er blitt benådet.

b. Dersom den anmodede stat i spesielle tilfelle har grunn til å tro at utlevering vil være uforenlig med humanitære hensyn, særlig på grunn av vedkommendes alder, helse eller andre personlige forhold.

3. Utlevering kan nektes av enhver annen grunn som er hjemlet i den anmodede stats lovgivning.

Artikkel 8

Dersom det lovbrudd utleveringsbegjæringen gjelder kan straffes med døden etter lovgivningen i den anmodende stat, og lovgivningen i den anmodede stat ikke gir hjemmel for dødsstraff for lovbruddet, kan utlevering nektes med mindre den anmodende stat gir en slik tilsikring som den anmodede stat finner tilfredsstillende om at dødsstraff ikke vil bli idømt, eller dersom den blir idømt, ikke vil bli fullbyrdet.

Artikkel 9

Når en person som er begjært utlevert er under straffeforfølgning eller på lovlig måte tilbakeholdt på den anmodede stats territorium for et annet lovbrudd enn det utleveringsbegjæringen gjelder, kan avgjørelsen av utleveringsbegjæringen utsettes inntil saksbehandlingen er avsluttet, og den straff som han er eller måtte bli idømt i sin helhet er fullbyrdet.

Artikkel 10

Avgjørelsen av hvorvidt utlevering på grunnlag av utleveringsbegjæringen skal tillates, treffes i samsvar med den anmodede stats lovgivning, og den person som er begjært utlevert, skal ha adgang til de rettsmidler og den klagerett som denne lovgivning gir hjemmel for.

Artikkel 11

1. Begjæringen om utlevering skal fremmes på diplomatisk veg.

2. Med begjæringen skal følge:

a. De nødvendige opplysninger for å bevise identiteten til den person som er begjært utlevert, herunder om mulig fotografier og fingeravtrykk eller kopier av slike, og mulige opplysninger om hans statsborgerskap og bopel.

b. En fremstilling av de faktiske forhold i den sak som utlevering begjæres for.

c. Teksten til de lover som definerer lovbruddet, den lov som fastsetter straffen for lovbruddet, og den lov som gjelder begrensning av rettsforfølgningen eller soningen av straffen for dette lovbrudd.

3. Dersom begjæringen gjelder en person som er siktet men ennå ikke dømt, må det også følge med en beslutning om arrest avsagt av en dommer eller annen kompetent myndighet på den anmodende stats territorium og dessuten av slike andre bevis som i samsvar med lovgivningen i den anmodede stat ville gi grunnlag for at han ble pågrepet ("his committal for trial") dersom lovbruddet var blitt begått på den anmodede stats territorium.

4. Dersom anmodningen gjelder en person som er kjent skyldig, men ikke har sonet hele den straff han eller hun er ilagt, skal også skyldavgjørelsen og den eventuelle straffedom avsagt på den anmodende stats territorium og en bekreftelse på at straffen ikke er sonet eller på hvor stor del av straffen som gjenstår å sone, følge med.

5. Beslutningen om arrest og vitneforklaring eller annen forklaring, gitt under ed, og de rettsdokumenter som godtgjør at vedkommende er kjent skyldig, og eventuelle supplerende bevis som de norske myndigheter har begjært etter artikkel 5, punkt 2, eller bekreftede kopier av disse dokumenter skal anerkjennes som bevismidler ved prøvingen av utleveringsbegjæringen dersom de, i tilfelle begjæringen er fremmet av Norge, er undertegnet av eller er vedlagt en attestasjon av en dommer eller annen embetsmann eller er bevitnet ved Justisdepartementets embetssegl, og i ethvert tilfelle er bekreftet av De Forente Staters prinsipale diplomatiske eller konsulære tjenestemann i Norge, eller, dersom anmodningen er fremmet av De Forente Stater, er

forsynt med Utenriksdepartementets embetssegl. Enhver vitneforklaring eller annen forklaring som ikke er avgitt under ed, men som ellers fyller vilkårene etter dette punkt, skal anerkjennes som bevis på samme måte som en vitneforklaring eller annen forklaring avgitt under ed når det fremgår at vedkommende, før sin forklaring for de rettslige myndigheter i den anmodende stat, fikk opplysninger av disse myndigheter om det straffeansvar han ville pådra seg ved falsk eller ufullstendig vitneforklaring.

6. De dokumenter som er omhandlet i punkt 5 i denne artikkel, skal også anerkjennes som bevis dersom de er bekreftet på annen måte som kan anerkjennes i henhold til den anmodede stats lovgivning.

7. Den anmodede stat kan kreve at dokumentene blir oversatt til sitt språk.

Artikkel 12

1. Når det haster, kan de kontraherende stater på diplomatisk veg anmode om pågripelse og midlertidig fengsling av en siktet eller domfelt person. Anmodningen kan etterkommes dersom den inneholder opplysninger som kan identifisere vedkommende person, en beskrivelse av lovbruddet som han er siktet for, en angivelse av formålet med utleveringsbegjæringen, og uttalelse om at-det foreligger en pågripelsesbeslutning eller en ikke oppgjort kjennelse eller dom.

2. Når en anmodning om pågripelse og midlertidig fengsling er etterkommet, skal den anmodende stat innen fire uker fremme formell utleveringsbegjæring for de administrative myndigheter i den annen stat. Den anmodende stat kan fremme en begrunnet anmodning om en forlengelse av fengslingstiden med inntil tretti dager, og vedkommende rettslige myndighet i den anmodede stat skal ha adgang til å forlenge fengslingstiden. Løslatelse etter disse bestemmelser skal ikke være til hinder for en ny sak om utlevering av vedkommende dersom begjæring om dette senere mottas.

Artikkel 13

1. Dersom den anmodede stat finner det nødvendig med ytterligere bevis eller opplysninger for å kunne ta standpunkt til utleveringsbegjæringen, skal den be den anmodende stat om dette, og den anmodende stat skal sørge for at den anmodede stat får det innen den frist den har fastsatt.

2. Dersom de bevis og opplysninger som det er bedt om ikke er mottatt innen den fastsatte frist eller disse bevis er utilstrekkelige, skal den person som er begjært utlevert, dersom han er fengslet, øyeblikkelig løslates. Dette skal ikke være til hinder for at den anmodende stat kan fremme en ny begjæring om utlevering, bygget på nye bevis, av den samme person og for det samme lovbrudd.

Artikkel 14

1. Den anmodede stat skal uten opphold på diplomatisk veg underrette den anmodende stat om avgjørelsen av utleveringsbegjæringen.

2. Dersom utlevering er innrømmet, skal myndighetene i den anmodende og den anmodede stat avtale tid og sted for overlevering av vedkommende person.

3. Dersom en bemyndigelse eller et vedtak om utlevering av vedkommende er utferdiget av kompetent myndighet, og han ikke er blitt overført fra den anmodede stats territorium innen avtalt tid, skal han løslates. Den anmodede stat kan deretter nekte å utlevere ham for samme lovbrudd.

Artikkel 15

1. En person som er utlevert kan ikke holdes tilbake eller straffeforfølges i den anmodende stats territorium for noe annet lovbrudd enn det han er utlevert for, og heller ikke utleveres av denne stat til en tredje stat, med mindre:

a) Han har forlatt den anmodende stats territorium etter utleveringen og frivillig vendt tilbake dit;

b) Han er blitt i den anmodende stats territorium førtifem dager etter at han hadde adgang til å forlate det; eller

c) Den anmodede stat har samtykket i at han holdes i forvaring, blir satt under straffeforfølgning, straffes eller utleveres til en tredje stat for et annet lovbrudd enn det han ble utlevert for.

2. Bestemmelsene i punkt 1 i denne artikkel gjelder ikke lovbrudd som er begått eller forhold som er inntrådt etter at utleveringen ble innrømmet.

Artikkel 16

Dersom utlevering av en person er begjært til samme tid av en av de kontraherende stater og av en eller flere andre stater, enten for samme lovbrudd eller for andre lovbrudd, skal den anmodede stat avgjøre saken på grunnlag av alle omstendigheter som foreligger, herunder eventuelle relevante bestemmelser i gjeldende avtaler mellom den anmodede og de anmodende stater, den relative grovhet og gjerningsstedet for lovbruddene, tidspunktet for de respektive begjæringer, statsborgerskapet til den person som er begjært utlevert og muligheten for etterfølgende utlevering til en annen stat.

Artikkel 17

Så langt det er forenlig med den anmodede stats lovgivning og under hensyntagen til utenforstående personers rettigheter, som må påses ivaretatt, skal alt løsøre og alle hjelpemidler, verdigjenstander og dokumenter som har sammenheng med lovbruddet, uansett om det er benyttet ved utøvelsen, eller som kan tjene som bevis for påtalemyndigheten i

straffesaken, overleveres når utlevering skjer. Dette gjelder selv om utlevering ikke kan settes i verk fordi den siktede er død, forsvunnet eller unnveket.

Artikkel 18

1. Transitt gjennom en av de kontraherende staters territorium av en person som er utlevert til den annen kontraherende stat av en tredje stat skal tillates på følgende vilkår:

a. at transittstaten gis underretning på forhånd om den reiserute nevnte person vil benytte;

b. at de tjenestemenn som ledsager nevnte person bringer med seg original eller bekreftet kopi av bemyndigelsen eller beslutningen om utlevering; og

c. at transitten ikke vil komme i strid med lovgivningen i transittstaten.

2. Den anmodende stat skal godtgjøre transittstaten for alle utlegg som er oppstått i samband med transporten.

Artikkel 19

1. Den anmodede stat skal besørge en undersøkelse av om de bevis og dokumenter som er grunnlaget for en utleveringsbegjæring rettslig sett er tilstrekkelige før den bringes fram for de rettslige myndigheter, og skal sørge for at den anmodende stats interesser blir representert for de kompetente myndigheter i den anmodede stat.

2. Utgifter ved oversettelse av dokumenter og ved overføringen av vedkommende person skal betales av den anmodende stat. Ingen pengekrav skal kunne reises av den anmodede stat overfor den anmodende stat på grunn av at personer som er begjært utlevert, er pågrepet og fengslet, holdt i forvaring, avhørt eller overlevert i samsvar med bestemmelsene i denne avtale.

Artikkel 20

1. Denne avtale skal ratifiseres, og ratifikasjonsdokumentene skal utveksles i Washington så snart som mulig. Den skal tre i kraft den dag ratifikasjonsdokumentene utveksles.

2. Denne avtale skal gjelde ethvert lovbrudd som faller inn under avtalen, enten det er begått før eller etter at traktaten er trådt i kraft, dog skal utlevering ikke tillates for et lovbrudd begått før traktaten er trådt i kraft dersom det ikke var et lovbrudd etter lovgivningen i begge kontraherende stater da det ble begått.

3. Hver av de kontraherende stater kan oppsi denne traktat når som helst ved skriftlig underretning til den annen på diplomatisk veg. Oppsigelsen får virkning seks måneder etter datoen for en slik underretning.

Til bekreftelse herav har de undertegnede, som er behørig bemyndiget til det av sine respektive regjeringer, undertegnet denne avtale.

Utferdiget i to eksemplarer i Oslo den 9. juni 1977 på engelsk og norsk, med samme gyldighet for begge tekster.

For Amerikas Forente Staters regjering

For Kongeriket Norges regjering

Knut Frydenlund

Liste over lovbrudd

1. Mord, herunder overfall med hensikt å begå mord.

2. Drap, også uaktsomt.

3. Forsettlig legemsfornærmelse. Legemsbeskadigelse.

4. Vold mot offentlig tjenestemann.

5. Brudd på lovgivningen om bruk av etsende og skadevirkende stoff på person.

6. Brudd på lovgivningen om seksualforbrytelser overfor mindreårig eller annen person, herunder voldtekt, utuktig omgang, utuktig handling, rufferi, ulovlig abort.

7. Brudd på lovgivningen om kidnapping, bortføring og ulovlig frihetsberøvelse.

8. Brudd på lovgivningen om å unnlate å hjelpe en avhengig eller på annen måte hjelpeløs person når dette forårsaker alvorlig skade eller døden.

9. Utpressing eller trusler.

10. Brudd på lovgivningen om fengselsopprør; unnvikelse fra fengsel eller annen form for frihetsberøvelse av en person som er siktet, kjent skyldig eller dømt for et lovbrudd som kan straffes med mer enn ett års frihetsberøvelse.

11. Tyveri og annen ulovlig tilegnelse av annens eiendom.

12. Underslag.

13. Ran.

14. Innbruddstyveri.

15. Brannstiftelse.

16. Brudd på lovgivningen om skadeverk.

17. Brudd på sikkerheten ved transport- eller kommunikasjonsmidler, særlig når det utsetter personer som gjør bruk av slike midler for fare; sjørøveri og enhver handling som innebærer mytteri eller opprør ombord på skip eller luftfartøy mot skipsførerens eller kapteinens myndighet; enhver kapring eller overtakelse av kontrollen av eller avvikelse i ruten for luftfartøy eller skip ved bruk av makt eller ved trusel om bruk av makt; ved ødeleggelse eller skade på luftfartøy under flyvning som medfører at det ikke blir flydyktig eller kan innebære en risiko for flysikkerheten; og enhver handling som kan innebære en fare for livet eller den fysiske integritet for passasjerer eller mannskap.

18. Brudd på lovgivningen om pengefalsk og dokumentfalsk.

19. Brudd på lovgivningen om erverv, transport, mottakelse og svikaktig (fraudulent) utnyttelse av eiendom, penger, varer, verdipapirer eller lignende interesser, herunder heleri og etterfølgende bistand.

20. Bedrageri (fraud) utøvet bl.a. av kreditorer, debitorer, bankfunksjonærer, daglige (administrative) ledere, ansatte i selskap og andre uten hensyn til om det består et representasjonsforhold.

21. Brudd på lovgivningen om konkurs og annen offentlig insolvensbehandling.

22. Falsk forklaring for offentlig myndighet.

23. Brudd på lovgivningen vedrørende varer, verdipapirer og lignende interesser, herunder utstedelse, registrering, markedsføring, omsetning og salg.

24. Brudd på lovgivningen om internasjonal handel og internasjonale kapitaloverføringer.

25. Brudd på lovgivningen om import, eksport og transitt av løsøre, varer og andre omsetningsverdier, herunder brudd på tollovgivningen.

26. Brudd på lovgivningen om narkotiske stoffer, cannabis, kokain og dets derivater, psykotrope stoffer og andre farlige stoffer, og kjemikalier.

27. Brudd på den offentlige helselovgivning.

28. Brudd på lovgivningen om bestikkelser, herunder handlinger som går ut på å kreve, fremby og motta bestikkelser.

29. Brudd på lovgivningen om misbruk av offentlig myndighet.

30. Brudd på lovgivningen om mened, påvirkning til mened, falsk vitneforklaring.

31. Brudd på lovgivningen om hindring av rettshåndhevelse.

32. Forsettlig unndragelse av skatter og avgifter.

33. Brudd på den økonomiske lovgivning når dette skjer til fremme av et oppregnet lovbrudd.

ISRAEL

Health Cooperation

Agreement signed at Washington January 29, 1980;
Entered into force January 29, 1980.

AGREEMENT BETWEEN THE DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE OF THE UNITED STATES OF AMERICA AND THE MINISTRY OF HEALTH OF THE STATE OF ISRAEL FOR COOPERATION IN THE FIELD OF HEALTH

The Department of Health, Education, and Welfare of the United States of America and the Ministry of Health of the State of Israel:

Desiring to encourage greater understanding and to strengthen further relationships between the two countries, and where appropriate with other countries;

Realizing the importance of working together to resolve common problems in health;

Recognizing the existence of broad mutual interests in the control and prevention of diseases and the promotion of health;

Intending to strengthen the links already existing between the scientific communities in both countries, and where appropriate with other countries;

Have agreed as follows:

ARTICLE I

General Principles

The Department of Health, Education, and Welfare of the United States of America and the Ministry of Health of the State of Israel (hereinafter referred to as the Parties) shall enhance and expand cooperative efforts in the field of health in accordance with the following general principles:

Cooperation under this agreement shall be on the basis of equality, reciprocity, and mutual benefit.

Cooperation under this agreement shall be supportive of relations currently established in the field of health between institutions or individuals of the United States of America and the State of Israel and will in no way limit such relationships. Rather, the Parties shall attempt to identify areas for joint activities which avoid unnecessary duplication.

Joint activities, where possible, will be coordinated with, or be supportive of, the activities and goals of international health bodies, including the World Health Organization.

ARTICLE II

Areas of Cooperation

The Parties agree to provide for an expansion of cooperation across a broad range of mutual interests. Initial efforts will be directed at developing joint activities addressing common problems in the areas of:

1. Planning of health manpower and services at different levels;
2. Research and evaluation of health services and delivery systems;
3. Health economics, financing of health services, and health care cost containment;
4. Health information systems, including statistical methodologies;

5. Health related areas concerning food and drugs;
6. Public health, including such areas as epidemiology, environmental health, occupational health, nutrition, and preventive services; and
7. Biomedical research.

Other specific areas may be identified from time to time by mutual agreement of the Parties.

ARTICLE III

Methods of Cooperation

The methods of cooperation provided for in this agreement shall include, but not be limited to:

1. Exchange of information;
2. Exchange of scientific, academic and administrative personnel;
3. Education and training of manpower;
4. Conferences and symposia; and
5. Collaborative projects, as mutually agreed.

The Parties also agree that, as appropriate, they will encourage the establishment of direct relationships between institutions and individuals in the two countries which are not within the direct jurisdiction of the Parties and their implementing bodies.

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ARTICLE IV

Organization of Cooperation

For each area of cooperation identified pursuant to Article II, the Parties will each identify a coordinator from their respective countries to oversee the practical implementation of activities. These area coordinators may, among other things, organize groups of experts and meet periodically with their counterparts as is necessary to fulfill mutually agreed upon responsibilities.

The Assistant Secretary for Health, Department of Health, Education, and Welfare, and the Director-General of the Ministry of Health are hereby designated as responsible for overseeing implementation of the Agreement for the respective Parties. The Assistant Secretary and the Director-General will each designate an appropriate official to serve as their respective side's overall administrative coordinator for cooperation under this Agreement.

ARTICLE V

Financing

The Parties agree that the programs provided for in this Agreement shall be financed from funds allocated in their respective budgets subject to the availability of such funds and the laws and regulations of each country. Each side will be expected to bear the costs of its own participation,

except that alternate funding arrangements for specific activities may be made as appropriate.

ARTICLE VI

Entry into Force, Termination, and Amendment

The Agreement shall enter into force upon signature and shall remain in force until January 29, 1985, unless terminated earlier by either Party upon six month's written notice to the other Party. It may be extended or amended by mutual agreement of the Parties in writing.

DONE at Washington, in duplicate, this twenty-ninth day of January, 1980.

FOR THE DEPARTMENT OF HEALTH, EDUCATION, AND WELFARE OF THE UNITED STATES OF AMERICA:

Patricia Roberts Harris [1]

FOR THE MINISTRY OF HEALTH OF THE STATE OF ISRAEL:

E. Shostak [2]

[1] Patricia Roberts Harris.
[2] E. Shostak.

SAUDI ARABIA

Technical Cooperation in Educational Programs

Agreement signed at Riyadh November 25, 1979;
Entered into force January 23, 1980.

PROJECT AGREEMENT

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND

THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA

FOR

TECHNICAL COOPERATION

IN

EDUCATIONAL PROGRAMS FOR METEOROLOGY,

HYDROLOGY, ARID LAND STUDIES, AND

ENVIRONMENTAL PROTECTION

Article I: SCOPE

The Department of the Treasury of the United States of America (Treasury) hereby agrees with the Ministry of Higher Education, represented by King Abdulaziz University, (KAU) and the Ministry of Finance and National Economy (MFNE) of the Kingdom of Saudi Arabia to undertake a technical cooperation project (the Project) to develop an educational program in the Kingdom of Saudi Arabia in the fields of meteorology, hydrology, arid land studies, and environmental protection.

Article II: AUTHORIZATION

The Project will be carried out under the auspices of the United States-Saudi Arabian Joint Commission on Economic Cooperation and in accordance with the provisions of the Technical Cooperation Agreement between the Governments of the United States and Saudi Arabia signed in Riyadh on February 13, 1975,[1] which is hereby incorporated by reference and becomes a part of this Agreement.

Article III: PURPOSE AND OBJECTIVES

The purpose of the Project is to provide the assistance of United States educators to the Institute of Meteorology and Arid Land Studies of KAU to train students for employment in various sectors of Saudi Arabian government organizations and society and undertake mutually beneficial research.

Article IV: SERVICES

The services to be performed under the Project will be performed by a consortium of American universities, the Consortium for International Development (CID), and will include developing an academic program leading to bachelor of science and post-graduate degrees in meteorology, hydrology, and arid land studies; designing and implementing technical and specialized programs for meteorological technicians; developing non-degree continuing education programs; developing applied research projects in meteorology and arid land studies; developing curricula in the environmental protection area; and other related programs following the general guidelines of the CID proposal entitled "Development of an Education Program for the Institute of Meteorology and Arid Land Studies of King Abdulaziz University" dated January 1978. The proposal, as summarized in Annex A, is hereby incorporated by reference and becomes a part of this Agreement. CID personnel shall be selected solely on the basis of professional capability, experience, and other like merit factors.

[1] TIAS 8072; 26 UST 880.

Article V: COORDINATION

Overall coordination of the Project with other Joint Commission activities within the United States Government and provision of certain administrative facilities and support for this Project will be the responsibility of Treasury. The Office of the Joint Economic Commission in Riyadh will serve as the point of contact for all communications between KAU, MFNE, CID and Treasury concerning the Project, and will be primarily responsible for monitoring the implementation of this Agreement in Saudi Arabia.

Article VI: LOCAL SUPPORT

A. KAU and MFNE shall support the Project by:

1) Designating senior officials responsible for implementing the terms of this Agreement;

2) Identifying and providing appropriate personnel to work with Treasury and CID personnel;

3) Providing adequate university office space, office furnishings, utilities, telephone facilities, and maintenance and upkeep of such office space for CID personnel assigned to Saudi Arabia pursuant to this Agreement;

4) Providing such supplies, services and materials, as may be required for academic duties of CID personnel;

5) Providing services for CID, when necessary to obtain clearance in matters including, but not limited to, visas and customs that may involve other agencies of the Government of Saudi Arabia;

6) Providing other related support as may be appropriate to the conduct by the CID employees of their duties.

B. Treasury may use funds advanced for the Project by the Government of Saudi Arabia to provide supplies and services referred to in paragraph A above, to the extent they are not provided by the Government of Saudi Arabia.

Article VII: FORCE MAJEURE

If any party to this Agreement is rendered unable by reason of force majeure, to perform its responsibilities

under this Agreement, these responsibilities shall be suspended for as long as such inability continues. The term "force majeure" means acts of God, act of the public enemy, war, civil disturbances, and other similar events not caused by nor within the control of the parties. During the period of suspension of performance caused by force majeure, Treasury may continue to pay normal costs of maintaining project personnel from funds advanced to the United States by the Government of Saudi Arabia. In the event of suspension of a party's duties because of force majeure, the parties shall consult and endeavor jointly to resolve any attendant difficulties.

Article VIII: ESTIMATED COSTS

The cost for the first year is approximately $1.2 million as set forth in Annex B, "Cost Estimate." Cost estimates for the remaining two years of this Project will be prepared and submitted by CID and Treasury for approval by KAU and MFNE in accordance with agreed procedures. All cost estimates shall include funds for joint research projects as mentioned in Section 1, Paragraph E of Annex A and as agreed to by CID, Treasury, and the Government of Saudi Arabia.

Article IX: DOLLAR TRUST ACCOUNT

The Government of Saudi Arabia agrees to deposit in the Dollar Trust Account in the United States Treasury, established by the Technical Cooperation Agreement, the sum of $1.2 million which shall constitute a portion of the program funding. Upon agreement on each succeeding budget, the Government of Saudi Arabia shall deposit in the Dollar Trust Account the agreed estimate for the services to be provided.

Article X: EFFECTIVE DATE, AMENDMENT, EXTENSION AND TERMINATION

A. This Agreement shall become effective after deposit by the Government of Saudi Arabia of the sum described in Article IX above,[1] and shall remain in effect for three (3) years.

B. This Agreement may be amended or extended by the mutual written consent of all parties participating herein, and will terminate automatically in the event of the termination of the Technical Cooperation Agreement of February 13, 1975.

C. This Agreement may be terminated at any time at the discretion of either Government upon sixty (60) days written notice. If upon termination of this Agreement, there are funds remaining in

[1] Jan. 23, 1980.

the Trust Account for this Project, such funds shall be refunded to the Government of Saudi Arabia after all costs have been defrayed and all liabilities satisfied.

D. All questions related to this Agreement arising during its term shall be settled by the parties by mutual agreement.

Signed this 25th day of November, 1979 in Riyadh, Saudi Arabia.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

[1]

DEPARTMENT OF THE TREASURY

FOR THE GOVERNMENT OF THE KINGDOM OF SAUDI ARABIA

[2]

MINISTRY OF FINANCE AND NATIONAL ECONOMY

[1] G. William Miller.
[2] Muhammad 'Ali Aba al-Khayl.

PROPOSAL FOR THE DEVELOPMENT OF AN

EDUCATIONAL PROGRAM FOR THE

INSTITUTE OF METEOROLOGY AND ARID LAND STUDIES

1. Objectives

The University of Arizona and cooperating universities in the Consortium for International Development (CID) propose to assist King Abdulaziz University develop its Institute of Meteorology and Arid Land Studies. The University of Arizona and cooperators will establish, in as short a time as possible, a program of Meteorology and Arid Land Studies which will train students for employment in various sectors of the Saudi Arabian Government, non-governmental organizations and agencies. The program will include a research component which is deemed highly desirable by both universities. The University of Arizona and cooperators will emphasize:

A. Close cooperation with the King Abdulaziz University Administration and Faculty in designing instruction and research programs compatible with its emerging university structure, curriculum and other related programs.

B. A program taking into account the previous training and capabilities of the students, the needs of Saudi Arabia for trained personnel in specified fields.

C. The provision of at least three different kinds of programs; a technical program for technicians; four-year bachelor of science and postgraduate programs in meteorology, hydrology, and arid land studies; and formal and non-formal, non-degree continuing education programs.

D. The preparation of courses whose syllabi and supporting materials are specifically designed for the Arabian Peninsula's problems.

E. The development of applied research projects in meteorology and arid land studies that will complement the instruction program and will stress problems peculiar to arid regions.

F. The importance of field training and practical experience for the students in off-campus projects will be emphasized. The projects will be designed to familiarize the Institute's students with current problems being worked on by their potential employers in governmental departments.

G. The fostering of a multi-disciplinary perspective on the part of the students. Consistent with current state-of-the-art in arid land studies, the University of Arizona will establish environmental science programs to study the systems of air, land, water, energy, and life that surrounds man. These programs will draw on such disciplines as meteorology, geophysics, oceanography and ecology, and will use the knowledge and techniques developed in such fields as physics, chemistry, biology, mathematics, and engineering.

H. The establishment of a publication series by the Institute so that work done on the Arabian Peninsula will be readily accessible to members of the Institute, other scholars, and interested parties in the non-university community.

I. Students taking courses at the Institute will be given assistance in obtaining credit for such courses if they decide to continue their studies at the University of Arizona and cooperators.

J. Assistance as needed in the recruitment of other faculty by the Institute of Meteorology and Arid Land Studies.

The University of Arizona and its cooperators and King Abdulaziz University envisage a long term, reciprocal agreement whose results will include the strengthening of faculty and administrative ties between both institutions of higher education.

This proposal encompasses only the first phase which will include the initial design and staffing of the Institute with faculty from the University of Arizona and cooperating CID institutions. The second phase is one of transition and will involve staffing the Institute with as many Saudi nationals as are available. They will work and teach side-by-side with the University of Arizona and cooperating institutions' faculty, bringing the Institute up to its full institutional capabilities. The third, and final phase will be a gradual withdrawal of consortium faculty from King Abdulaziz University and their replacement by Saudi Arabians. The transitions between phases will be gradual, avoiding any abrupt changes in personnel or problems which might endanger the continued, orderly growth of the Institute and of its program.

The plan for the second and third phases cannot be formulated at this time but planning for those phases will take advantage of the close cooperation between King Abdulaziz University and the University of Arizona and cooperating CID institutions developed during the first phase.

II. Programs at King Abdulaziz University

The University of Arizona and cooperators will develop three programs within the Institute of Meteorology and Arid Land Studies of King Abdulaziz University; academic, technical, and continuing education programs.

A. The academic program will include three subprograms at the B.S. level: (1) special meteorological courses for students with adequate education in mathematics and physics; (2) specialized courses in watershed hydrology and water utilization and management, and (3) a variety of courses in arid land studies.

1. Meteorology

Students completing this program will be equivalent to what the World Meteorological Organization (WMO) calls "Class I Meteorologists." They will have had education in mathematics and physics as outlined in "Guidelines for the Education and Training of Meteorological Personnel, "WMO-No. 258. TP. 144" The program will provide students with a thorough grounding in dynamic meteorology, synoptic meteorology, physical meteorology, and meteorologic instruments.

2. Hydrology

Watershed hydrology is intimately related with meteorology. Courses will be designed in watershed hydrology and water utilization and management that reflect Saudi Arabian and Middle East conditions.

3. Arid Land Studies

The education of young meteorologists and arid land scientists requires the early development of a tolerance for the unique perspective, strengths, and knowledge of other disciplines. A strong effort will be made to foster the development of a multidisciplinary perspective in the arid lands part of this program. The arid lands program will provide a technical understanding the complexities of relationships between man and nature. This will require training in the environmental sciences to provide students with the knowledge of the principles and techniques of monitoring and evaluating the impacts of a developing nation on its physical and human environment. It will also include training in the practical application of the social sciences (geography, anthropology, sociology, and economics) necessary to solve man-nature problems in arid environments. Multi-disciplinary courses in arid land

studies will be developed to meet student needs, combining aspects of the biological, physical, and social sciences which are not offered in programs existing in other departments at King Abdulaziz University.

B. Technical and Specialized Programs

The second set of programs to be designed and implemented will be in the technical aspects of meteorology and the environmental sciences.

1. Meteorological Technicians

The technical program in meteorology will be developed for at least two levels using WMO-No. 258. TP. 144. as a guide. As an example, Meteorology Technician I students will have a minimum of 12 years schooling which should be supplemented by courses in mathematics, physics, and other prerequisites for two years of meteorological training. Upon completion, these personnel should be qualified to carry out a wide variety of tasks in connection with the processing of observational data or the handling of meteorological instruments. Meteorological Technician II students should have at least nine years of schooling with an additional four months training in meteorology. Training in meteorology at this level should be sufficient to enable technicians to observe meteorological phenomena accurately and objectively and to understand the underlying significance of their routine tasks.

2. Environmental Technicians

Various kinds of data necessary for evaluating potential sources of environmental pollution resulting from man's activities will be required. To accomplish this, technicians experienced in sampling physical, chemical, and biological parameters that reflect the status of the environment will have to be trained. Climatological data, water and air quality data, marine data, and others are needed to provide an understanding of the environment and a predictive capability for managing the environment.

C. Continuing Education Programs

1. Training and Refresher Courses

The project personnel in Saudi Arabia will develop and present short courses, seminars, and other nonformal, non-degree programs in meteorology, hydrology, and arid land studies as needed and as the occasion arises.

2. Publication Series/Information Systems

As time permits and occasion demands, various publication series (monographs, reports, annotated bibliographies, etc.) will be prepared by personnel in cooperation with King Abdulaziz Faculty. Technical assistance in the development of information storage, retrieval, and dissemination systems will be offered by University of Arizona and cooperating CID institutions familiar with the design of successful systems.

COST ESTIMATE

Staff stationed in Saudi Arabia (including logistic support).....	$ 490,313
Research.....	$ 573,273
Administration and Support.....	$ 128,665
	$1,192,251

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Double Taxation: Taxes on Income and Capital Gains

Convention signed at London December 31, 1975;
And amending agreement
Effected by exchange of notes
Signed at London April 13, 1976;
And amending protocols
Signed at London August 26, 1976, March 31, 1977 and March 15, 1979;
Ratification advised by the Senate of the United States of America, subject to a reservation, June 27, 1978, except for the third protocol which was ratified July 9, 1979;
Ratified by the President of the United States of America, subject to said reservation, August 1, 1978, except for the third protocol which was ratified August 24, 1979;
Ratified by the United Kingdom of Great Britain and Northern Ireland March 10, 1980;
Ratifications exchanged at Washington March 25, 1980;
Proclaimed by the President of the United States of America April 9, 1980;
Entered into force April 25, 1980.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income and Capital Gains was signed at London on December 31, 1975, and an exchange of notes was signed at London on April 13, 1976, modifying certain provisions of the Convention, and three Protocols were signed

at London on August 26, 1976, March 31, 1977 and March 15, 1979, the texts of which are hereto annexed;

The Senate of the United States of America by its resolution of June 27, 1978, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention, exchange of notes, and two Protocols, subject to the reservation that the provisions of paragraph (4) of Article 9 of the Convention, as amended by the notes exchanged on April 13, 1976, shall not apply to any political subdivision or local authority of the United States;

The Senate of the United States of America by its resolution of July 9, 1979, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Third Protocol;

The Convention, exchange of notes, and two Protocols were ratified, subject to the aforementioned reservation, by the President of the United States of America on August 1, 1978, in pursuance of the advice and consent of the Senate;

The Third Protocol was ratified by the President of the United States of America on August 24, 1979, in pursuance of the advice and consent of the Senate;

The Convention, exchange of notes, and three Protocols were ratified on the part of the United Kingdom of Great Britain and Northern Ireland on March 10, 1980;

It is provided in Article 28 of the Convention that the Convention shall enter into force immediately after the expiration of thirty days following the date on which the instruments of ratification are exchanged;

The instruments of ratification of the Convention were exchanged at Washington on March 25, 1980, and accordingly the Convention, exchange of notes, and three Protocols, enter into force on April 25, 1980;

Now, therefore, I, Jimmy Carter, President of the United States of America, proclaim and make public the Convention, exchange of notes, and the three Protocols, to the end that they shall be observed and fulfilled with good faith on and after April 25, 1980, 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 ninth day of April in the year of our Lord one thousand nine hundred eighty and of the Independence of the United States of America the two hundred fourth.

[seal]

Jimmy Carter

By the President:
Cyrus Vance
Secretary of State

TIAS 9682

CONVENTION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME AND CAPITAL GAINS

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland;

Desiring to conclude a new Convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and capital gains;

Have agreed as follows:

ARTICLE 1

Personal Scope

(1) Except as specifically provided herein, this Convention is applicable to persons who are residents of one or both of the Contracting States.

(2) A corporation which is both a resident of the United Kingdom within the meaning of paragraph (1) (*a*) (ii) of Article 4 (Fiscal Residence), and a resident of the United States within the meaning of paragraph (1) (*b*) (ii) of such Article 4 shall be considered to be outside the scope of this Convention except for the purposes of Articles 24 (Non-discrimination) and 26 (Exchange of Information and Administrative Assistance).

(3) Notwithstanding any provision of this Convention except paragraph (4) of this Article, a Contracting State may tax its residents (as determined under Article 4 (Fiscal Residence)) and its nationals as if this Convention had not come into effect.

(4) Nothing in paragraph (3) of this Article shall affect the application by a Contracting State of:

(*a*) Article 9 (Associated Enterprises), Articles 23 (Elimination of Double Taxation), 24 (Non-discrimination), and 25 (Mutual Agreement Procedure); and

(*b*) Articles 19 (Government Service), 20 (Teachers), 21 (Students and Trainees) and 27 (Effect of Convention on Diplomatic and Consular Officials and Domestic Laws), with respect to individuals who are neither nationals of, nor have immigrant status in, that State.

ARTICLE 2

Taxes Covered

(1) This Convention shall apply to taxes on income imposed by each Contracting State and as hereinafter provided to taxes imposed by its political subdivisions or local authorities.

(2) The existing taxes to which this Convention shall apply are:

(*a*) in the case of the United States, the Federal income taxes imposed by the Internal Revenue Code [1] and the tax on insurance premiums paid to foreign insurers; but (except as provided in paragraph (6) of Article 10 (Dividends)) excluding the accumulated earnings tax and the personal holding company tax. The foregoing taxes covered are hereinafter referred to as "United States tax";

(*b*) in the case of the United Kingdom, the income tax, the capital gains tax, the corporation tax and the petroleum revenue tax. The foregoing taxes covered are hereinafter referred to as "United Kingdom tax"; and

(*c*) for the purposes of paragraph (4) of Article 9 (Associated Enterprises), taxes imposed on income by political subdivisions or local authorities of a Contracting State.

(3) This Convention shall also apply to any identical or substantially similar taxes which are imposed by a Contracting State or its political subdivisions or local authorities after the date of signature of this Convention in addition to, or in place of, the existing taxes. The competent authorities of the Contracting States shall notify each other of any changes which have been made in their respective taxation laws.

(4) For the purpose of Article 24 (Non-discrimination), this Convention shall also apply to taxes of every kind and description imposed by each Contracting State, or by its political subdivisions or local authorities.

ARTICLE 3

General Definitions

(1) In this Convention, unless the context otherwise requires:

(*a*) the term "corporation" means a United States corporation, a United Kingdom corporation, or any body corporate or other entity of a third State which is treated as a body corporate for tax purposes by both Contracting States;

(*b*) (i) the term "United States corporation" means a corporation (or any unincorporated entity treated as a corporation for United States tax purposes) which is created or organized under the laws of the United States or any state thereof or the District of Columbia; and

(ii) the term "United Kingdom corporation" means any body corporate or unincorporated association created or organized under the laws of the United Kingdom, but does not include a partnership, a local authority, or a local authority association;

(*c*) the term "person" includes an individual, a corporation, a partnership, an estate, a trust and any other body of persons;

(*d*) the term "enterprise of a Contracting State" means an industrial or commercial undertaking carried on by a resident of a Contracting State;

[1] 68A Stat. 3; 26 U.S.C. §§ 1–8023.

(*e*) the term "international traffic" means any transport by a ship or aircraft operated by an enterprise of a Contracting State, except when the ship or aircraft is operated solely between places in the other Contracting State;

(*f*) the term "competent authority" means:

(i) in the case of the United States, the Secretary of the Treasury or his delegate, and

(ii) in the case of the United Kingdom, the Commissioners of Inland Revenue or their authorized representative;

(*g*) (i) the term "United States" means the United States of America; and

(ii) when used in a geographical sense, the States thereof and the District of Columbia.

Such term also includes:

(*aa*) the territorial sea thereof, and

(*bb*) the seabed and subsoil of the submarine areas adjacent to the coast thereof, but beyond the territorial sea, over which the United States exercises sovereign rights, in accordance with international law, for the purpose of exploration for and exploitation of the natural resources of such areas, but only to the extent that the person, property, or activity to which the Convention is being applied is connected with such exploration or exploitation;

(*h*) (i) the term "United Kingdom" means Great Britain and Northern Ireland, including any area outside the territorial sea of the United Kingdom which in accordance with international law has been or may hereafter be designated, under the laws of the United Kingdom concerning the Continental Shelf, as an area within which the rights of the United Kingdom with respect to the seabed and subsoil and their natural resources may be exercised;

(*i*) the term "Contracting State" means the United States or the United Kingdom, as the context requires;

(*j*) the term "nationals" means:

(i) in relation to the United Kingdom, all citizens of the United Kingdom and Colonies, British subjects under Sections 2, 13 (1) or 16 of the British Nationality Act 1948, and British subjects by virtue of Section 1 of the British Nationality Act 1965, provided they are patrial within the meaning of the Immigration Act 1971, so far as these provisions are in force on the date of entry into force of this Convention or have been modified only in minor respects so as not to affect their general character;

(ii) in relation to the United States, United States citizens.

(2) As regards the application of this Convention by a Contracting State any term not otherwise defined shall, unless the context otherwise requires and subject to the provisions of Article 25 (Mutual Agreement Procedure), have the meaning which it has under the laws of that Contracting State relating to the taxes which are the subject of this Convention.

ARTICLE 4

Fiscal Residence

(1) For the purposes of this Convention:

(*a*) the term " resident of the United Kingdom " means:

(i) any person, other than a corporation, resident in the United Kingdom for the purposes of United Kingdom tax; but in the case of a partnership, estate, or trust, only to the extent that the income derived by such partnership, estate, or trust is subject to United Kingdom tax as the income of a resident, either in its hands or in the hands of its partners or beneficiaries; and

(ii) a corporation whose business is managed and controlled in the United Kingdom;

(*b*) the term " resident of the United States " means:

(i) any person, other than a corporation, resident in the United States for the purposes of United States tax; but in the case of a partnership, estate, or trust, only to the extent that the income derived by such partnership, estate, or trust is subject to United States tax as the income of a resident, either in its hands or in the hands of its partners or beneficiaries; and

(ii) a United States corporation.

(2) Where by reason of the provisions of paragraph (1) an individual is a resident of both Contracting States, then the individual's tax status shall be determined as follows:

(*a*) the individual shall be deemed to be a resident of the Contracting State in which he has a permanent home available to him. If the individual has a permanent home available to him in both Contracting States or in neither of the Contracting States, he shall be deemed to be a resident of the Contracting State with which his personal and economic relations are closest (centre of vital interests);

(*b*) if the Contracting State in which the individual's centre of vital interests is located cannot be determined, he shall be deemed to be a resident of that Contracting State in which he has an habitual abode;

(*c*) if the individual has an habitual abode in both Contracting States or in neither of them, he shall be deemed to be a resident of the Contracting State of which he is a national; and

(*d*) if the individual is a national of both Contracting States or of neither of them, the competent authorities of the Contracting States shall settle the question by mutual agreement.

(3) Where by reason of the provisions of paragraph (1) an estate or trust may be a resident of both Contracting States, the competent authorities of the Contracting States may settle the question of residence by mutual agreement.

(4) Where under any provision of this Convention income arising in one of the Contracting States is relieved from tax in that Contracting State and, under the law in force in the other Contracting State a person, in respect of

the said income, is subject to tax by reference to the amount thereof which is remitted to or received in that other Contracting State and not by reference to the full amount thereof, then the relief to be allowed under this Convention in the first-mentioned Contracting State shall apply only to so much of the income as is remitted to or received in the other Contracting State.

ARTICLE 5

Permanent Establishment

(1) For the purposes of this Convention, the term "permanent establishment" means a fixed place of business through which the business of an enterprise is wholly or partly carried on.

(2) The term "permanent establishment" shall include especially:

(*a*) a branch;

(*b*) an office;

(*c*) a factory;

(*d*) a workshop;

(*e*) a mine, oil or gas well, quarry, or other place of extraction of natural resources; and

(*f*) a building or construction or installation project which exists for more than 12 months.

(3) Notwithstanding the provisions of the preceding paragraphs, the term "permanent establishment" shall be deemed not to include a fixed place of business used solely for one or more of the following activities:

(*a*) the storage, display, or delivery of goods or merchandise belonging to the enterprise;

(*b*) the maintenance of a stock of goods or merchandise belonging to the enterprise for the purpose of storage, display or delivery;

(*c*) the maintenance of a stock of goods or merchandise belonging to the enterprise for the purpose of processing by another person;

(*d*) the maintenance of a fixed place of business for the purpose of purchasing goods or merchandise, or for collecting information, for the enterprise;

(*e*) the maintenance of a fixed place of business for the purpose of advertising, for the supply of information, for scientific research, or for similar activities which have a preparatory or auxiliary character, for the enterprise; or

(*f*) a building or construction or installation project which does not exist for more than 12 months.

(4) A person acting in a Contracting State on behalf of an enterprise of the other Contracting State—other than an agent of an independent status to whom paragraph (5) applies—shall be deemed to be a permanent establishment of the enterprise in the first-mentioned State if such person has, and habitually exercises in that State, an authority to conclude contracts in the name of the enterprise, unless the contracts are confined to the activities described in paragraph (3) of this Article.

(5) An enterprise of a Contracting State shall not be deemed to have a permanent establishment in the other Contracting State merely because it carries on business in that other State through a broker, general commission agent or any other agent of independent status, where such persons are acting in the ordinary course of their business.

(6) The fact that a corporation which is a resident of a Contracting State controls or is controlled by a corporation which is a resident of the other Contracting State, or which carries on business in that other State (whether through a permanent establishment or otherwise), shall not of itself constitute either corporation a permanent establishment of the other.

ARTICLE 6

Income from Immovable Property (Real Property)

(1) Income from immovable property (real property), including income from agriculture or forestry, may be taxed in the Contracting State in which such property is situated.

(2) The term "immovable property" shall be defined in accordance with the law of the Contracting State in which the property in question is situated. The term shall in any case include usufruct of immovable property and rights to variable or fixed payments as consideration for the working of, or the right to work, mineral deposits, sources and other natural resources; ships, boats and aircraft shall not be regarded as immovable property.

(3) The provisions of paragraph (1) shall apply to income derived from the direct use, letting, or use in any other form of immovable property.

ARTICLE 7

Business Profits

(1) The business profits of an enterprise of a Contracting State shall be taxable only in that State unless the enterprise carries on business in the other Contracting State through a permanent establishment situated therein. If the enterprise carries on business as aforesaid, the business profits of the enterprise may be taxed in that other State but only so much of them as is attributable to that permanent establishment.

(2) Subject to the provisions of paragraph (3), where an enterprise of a Contracting State carries on business in the other Contracting State through a permanent establishment situated therein, there shall in each Contracting State be attributed to that permanent establishment the profits which it might be expected to make if it were a distinct and separate enterprise engaged in the same or similar activities under the same or similar conditions and dealing wholly independently with the enterprise of which it is a permanent establishment.

(3) In the determination of the profits of a permanent establishment, there shall be allowed as deductions those expenses which are incurred for the purposes of the permanent establishment, including a reasonable allocation of executive and general administrative expenses, research and development

expenses, interest, and other expenses incurred for the purposes of the enterprise as a whole (or the part thereof which includes the permanent establishment), whether incurred in the State in which the permanent establishment is situated or elsewhere.

(4) No business profits shall be attributed to a permanent establishment by reason of the mere purchase by that permanent establishment of goods or merchandise for the enterprise.

(5) For the purposes of the preceding paragraphs, the profits to be attributed to the permanent establishment shall be determined by the same method year by year unless there is good and sufficient reason to the contrary.

(6) Where profits include items of income which are dealt with separately in other Articles of this Convention, then the provisions of those Articles shall not be affected by the provisions of this Article.

(7) For the purposes of this Convention, " business profits " includes, but is not limited to, income derived from manufacturing, mercantile, banking, insurance, agricultural, fishing or mining activities, the operation of ships or aircraft, the furnishing of services, the rental of tangible personal (movable) property, and the rental or licensing of cinematographic films or films or tapes used for radio or television broadcasting or from copyrights thereof. Such term also includes any other income effectively connected with a permanent establishment which the recipient, being a resident of one of the Contracting States, has in the other Contracting State. Such term does not include the performance of personal services by an individual either as an employee or in an independent capacity.

ARTICLE 8

Shipping and Air Transport

(1) Notwithstanding the provisions of Article 7 (Business Profits), profits of an enterprise of a Contracting State from the operation in international traffic of ships or aircraft registered under the laws of the Contracting State in which the person carrying on the enterprise is resident shall be taxable only in that State.

(2) For the purposes of this Article, profits from the operation of ships or aircraft in international traffic include profits derived from the rental on a bareboat basis of ships or aircraft operated in international traffic if such rental income is incidental to other income described in paragraph (1).

(3) Notwithstanding the provisions of Article 7 (Business Profits), profits of an enterprise of a Contracting State from the use, maintenance or rental of containers (including trailers and related equipment for the transport of containers) used for the transport of goods or merchandise in international traffic shall be taxable only in that State.

(4) Gains derived by an enterprise of a Contracting State from the alienation of ships, aircraft or containers owned and operated by the enterprise, the income from which is taxable only in that State, shall be taxable only in that State.

ARTICLE 9

Associated Enterprises

(1) Where an enterprise of a Contracting State is related to another enterprise and conditions are made or imposed between the two enterprises in their commercial or financial relations which differ from those which would have been made between independent enterprises, then any income, deductions, receipts, or outgoings which would, but for those conditions, have been attributed to one of the enterprises but by reason of those conditions have not been so attributed, may be taken into account in computing the profits or losses of that enterprise and taxed accordingly.

(2) Where any income, deductions, receipts, or outgoings which have been taken into account in one Contracting State in computing the profits or losses of an enterprise are also taken into account in the other Contracting State in computing the profits or losses of a related enterprise in accordance with paragraph (1) of this Article, then the first-mentioned State shall make such adjustment as may be appropriate to the amount of tax charged on those profits in that State.

(3) If one Contracting State disagrees with the amount of any income, deductions, receipts, or outgoings, taken into account in computing profits or losses in the other in accordance with paragraph (1), the two Contracting States shall endeavour to reach agreement in accordance with the procedure in Article 25 (Mutual Agreement Procedure).

(4) Except as specifically provided in this Article, in determining the tax liability of an enterprise doing business in a Contracting State, or in a political subdivision or local authority of a Contracting State, such Contracting State, political subdivision, or local authority shall not take into account the income, deductions, receipts, or outgoings of a related enterprise of the other Contracting State or of an enterprise of any third State related to an enterprise of the other Contracting State.

(5) For the purposes of this Convention, an enterprise is related to another enterprise if either enterprise directly or indirectly controls the other, or if any third person or persons (related to each other or acting together) control both.

ARTICLE 10

Dividends

(1) Dividends derived from a corporation which is a resident of a Contracting State by a resident of the other Contracting State may be taxed in the other Contracting State. However, such dividends may be taxed in the Contracting State of which the corporation paying the dividends is a resident, but if the beneficial owner is a resident of the other Contracting State, the tax so charged shall not exceed 15 per cent of the gross amount of the dividends.

(2) As long as an individual resident in the United Kingdom is entitled under United Kingdom law to a tax credit in respect of dividends paid by a corporation which is resident in the United Kingdom, paragraph (1) of this Article shall not apply. In these circumstances, dividends derived from a corporation which is a resident of a Contracting State by a resident

of the other Contracting State may be taxed in the other Contracting State. However, such dividends may be taxed in the Contracting State of which the corporation paying the dividends is a resident, but if the beneficial owner is a resident of the other Contracting State, the tax so charged shall not exceed the tax provided in sub-paragraphs (*a*) and (*b*) below:

(*a*) In the case of dividends paid by a corporation which is a resident of the United Kingdom:

(i) to a United States corporation which either alone or together with one or more associated corporations controls, directly or indirectly, at least 10 per cent of the voting stock of the corporation which is a resident of the United Kingdom paying the dividend, the United States corporation shall be entitled to a payment from the United Kingdom of a tax credit equal to one-half of the tax credit to which an individual resident in the United Kingdom would have been entitled had he received the dividend, subject to the deduction withheld from such payment and according to the laws of the United Kingdom of an amount not exceeding 5 per cent of the aggregate of the amount or value of the dividend and the amount of the tax credit paid to such corporation;

(ii) in all other cases, the resident of the United States to whom such dividend is paid shall be entitled to a payment from the United Kingdom of the tax credit to which an individual resident in the United Kingdom would have been entitled had he received the dividend, subject to the deduction withheld from such payment and according to the laws of the United Kingdom of an amount not exceeding 15 per cent of the aggregate of the amount or value of the dividend and the amount of the tax credit paid to such resident;

(iii) the aggregate of the amount or value of the dividend and the amount of the tax credit referred to in sub-paragraphs (*a*) (i) and (ii) of this paragraph paid by the United Kingdom to the United States corporation or other resident (without reduction for the 5 or 15 per cent deduction, as the case may be, by the United Kingdom) shall be treated as a dividend for United States tax credit purposes.

(*b*) In the case of dividends paid by a United States corporation:

(i) to a corporation which is a resident of the United Kingdom and controls, directly or indirectly, at least 10 per cent of the voting stock of the United States corporation paying such dividend, the tax charged by the United States shall not exceed 5 per cent of the gross amount of the dividend;

(ii) in all other cases, the tax charged by the United States on payment of a dividend to a resident of the United Kingdom shall not exceed 15 per cent of the gross amount of the dividend.

For the purposes of this paragraph, two corporations shall be deemed to be associated if one controls directly or indirectly more than 50 per cent of the voting power in the other corporation, or a third corporation controls more than 50 per cent of the voting power in both of them.

(3) The term "dividends" for United Kingdom tax purposes includes any item which under the law of the United Kingdom is treated as a distribution and for United States tax purposes includes any item which under the law of the United States is treated as a distribution out of earnings and profits.

(4) Paragraphs (1) or (2), as the case may be, shall not apply if the person deriving the dividends, being a resident of a Contracting State, carries on business in the other Contracting State through a permanent establishment situated therein, or performs in that other State independent personal services from a fixed base situated therein, and the holding in respect of which the dividends are paid is effectively connected with such permanent establishment or fixed base. In such a case the provisions of Articles 7 (Business Profits), 14 (Independent Personal Services), or 17 (Artistes and Athletes), as the case may be, shall apply.

(5) Where a corporation which is a resident of a Contracting State derives profits or income from the other Contracting State, that other State may not impose any tax on the dividends paid by the corporation, except insofar as such dividends are paid to a resident of that other State (and where that other State is the United States, to a national of the United States) or insofar as the holding in respect of which the dividends are paid is effectively connected with a permanent establishment or fixed base situated in that other State, even if the dividends paid consist wholly or partly of profits or income arising in that other State.

(6) A corporation which is a resident of the United Kingdom shall be exempt from United States tax on its accumulated or undistributed earnings, profits, income or surplus, if individuals (other than nationals of the United States) who are residents of the United Kingdom control, directly or indirectly, throughout the last half of the taxable year, more than 50 per cent of the entire voting power in such corporation.

(7) (*a*) If the beneficial owner of a dividend being a resident of a Contracting State owns 10 per cent or more of the class of shares of a corporation in respect of which the dividend is paid, then paragraph (1), or as the case may be paragraph (2), of this Article shall not apply to the dividend to the extent that it can have been paid only out of profits which the corporation paying the dividend earned or other income which it received in a period ending 12 months or more before the relevant date. For the purposes of this paragraph the term "relevant date" means the date on which the beneficial owner of the dividend became the owner of 10 per cent or more of the class of shares in question.

(*b*) Paragraphs (1) and (2) of this Article shall not apply if:

(i) the recipient of the dividend is exempt from tax thereon in the United States; and

(ii) the dividend is paid in such circumstances that, if the recipient were a resident of the United Kingdom exempt from United Kingdom tax, the exemption would be limited or removed.

Provided that this paragraph shall not apply if the beneficial owner of the dividend shows that the shares were acquired for bona fide commercial reasons and not primarily for the purposes of securing the benefit of this Article.

ARTICLE 11

Interest

(1) Interest derived and beneficially owned by a resident of the United Kingdom shall be exempt from tax by the United States.

(2) Interest derived and beneficially owned by a resident of the United States shall be exempt from tax by the United Kingdom.

(3) The term "interest" as used in this Article means income from Government securities, bonds or debentures, whether or not secured by mortgage and whether or not carrying a right to participate in profits, and other debt claims of every kind as well as all other income assimilated to income from money lent by the taxation law of the State in which the income arises but subject to the provisions of paragraph (7) of this Article shall not include any income which is treated as a distribution under the provisions of Article 10 (Dividends). Penalty charges for late payment shall not be regarded as interest for the purpose of this Article.

(4) The provisions of paragraphs (1) and (2) shall not apply if the person deriving the interest, being a resident of a Contracting State, carries on business in the other Contracting State through a permanent establishment situated therein, or performs in that other State independent personal services from a fixed base situated therein, and the debt claim in respect of which the interest is paid is effectively connected with such permanent establishment or fixed base. In such a case, the provisions of Article 7 (Business Profits), Article 14 (Independent Personal Services), or Article 17 (Artistes and Athletes), as the case may be, shall apply.

(5) Where, owing to a special relationship between the payer and the person deriving the interest or between both of them and some other person, the amount of the interest paid exceeds for whatever reason the amount which would have been paid in the absence of such relationship, the provisions of this Article shall apply only to the last-mentioned amount. In that case, the excess part of the payments shall remain taxable according to the law of each Contracting State, due regard being had to the other provisions of this Convention.

(6) Whether or not a resident of a Contracting State derives profits or income from the other Contracting State, the other State may not impose any tax on the interest paid by that resident, except insofar as such interest is paid to a resident of that other State (and where that other State is the United States, to a national of the United States) or insofar as the debt claim in respect of which the interest is paid is effectively connected with a permanent establishment or a fixed base of the person deriving interest situated in that other State.

(7) Any provision in the law of either Contracting State relating only to interest paid to a non-resident corporation shall not operate so as to require such interest paid to a resident of the other Contracting State to be treated as a distribution by the corporation paying such interest. The preceding sentence shall not apply to interest paid to a corporation of one

Contracting State in which more than 50 per cent of the voting power is controlled, directly or indirectly, by a person or persons who are residents of the other Contracting State.

(8) The provisions of paragraph (2) of this Article shall not apply if the recipient of the interest is exempt from tax on such income in the United States and such recipient sells or makes a contract to sell the holding from which such interest is derived within three months of the date such recipient acquired such holding.

ARTICLE 12

Royalties

(1) Royalties derived and beneficially owned by a resident of the United Kingdom shall be exempt from tax by the United States.

(2) Royalties derived and beneficially owned by a resident of the United States shall be exempt from tax by the United Kingdom.

(3) The term "royalties" as used in this Article (*a*) means payments of any kind received as a consideration for the use of, or the right to use, any copyright of literary, artistic or scientific work (but not including cinematographic films or films or tapes used for radio or television broadcasting); any patent, trade mark, design or model, plan, secret formula or process, or other like right or property, or for information concerning industrial, commercial or scientific experience; and (*b*) shall include gains derived from the alienation of any such right or property which are contingent on the productivity, use, or disposition thereof; including the supply of assistance of an ancillary and subsidiary nature furnished as a means of enabling the application or enjoyment of any such right or property.

(4) The provisions of paragraphs (1) and (2) of this Article shall not apply if the person deriving the royalties, being a resident of a Contracting State, carries on business in the other Contracting State in which the royalties arise, through a permanent establishment situated therein, or performs in that other State independent personal services from a fixed base situated therein, and the right or property in respect of which the royalties are paid is effectively connected with such permanent establishment or fixed base. In such a case the provisions of Article 7 (Business Profits), Article 14 (Independent Personal Services), or Article 17 (Artistes and Athletes), as the case may be, shall apply.

(5) Where, owing to a special relationship between the payer and the person deriving the royalties or between both of them and some other person, the amount of the royalties paid exceeds for whatever reason the amount which would have been paid in the absence of such relationship, the provisions of this Article shall apply only to the last-mentioned amount. In that case, the excess part of the payments shall remain taxable according to the law of each Contracting State, due regard being had to the other provisions of this Convention.

ARTICLE 13

Capital Gains

Except as provided in Article 8 (Shipping and Air Transport) of this Convention, each Contracting State may tax capital gains in accordance with the provisions of its domestic law.

ARTICLE 14

Independent Personal Services

Income derived by an individual who is a resident of one of the Contracting States from the performance of personal services in an independent capacity may be taxed in that State. Such income may also be taxed in the other Contracting State if:

(*a*) the individual is present in that other State for a period or periods exceeding in the aggregate 183 days in the tax year concerned, but only so much thereof as is attributable to services performed in that State, or

(*b*) the individual has a fixed base regularly available to him in that other State for the purpose of performing his activities, but only so much thereof as is attributable to services performed in that State.

ARTICLE 15

Dependent Personal Services

(1) Subject to the provisions of Articles 18 (Pensions) and 19 (Government Service), salaries, wages and other similar remuneration derived by a resident of a Contracting State in respect of an employment shall be taxable only in that State unless the employment is exercised in the other Contracting State. If the employment is so exercised, such remuneration as is derived therefrom may be taxed in that other State.

(2) Notwithstanding the provisions of paragraph (1), remuneration derived by a resident of a Contracting State in respect of an employment exercised in the other Contracting State shall be taxable only in the first-mentioned State if:

(*a*) the recipient is present in that other State for a period not exceeding in the aggregate 183 days in the tax year concerned; and

(*b*) the remuneration is paid by, or on behalf of, an employer who is not a resident of that other State; and

(*c*) the remuneration is not borne as such by a permanent establishment or a fixed base which the employer has in that other State.

(3) Notwithstanding the preceding provisions of this Article, remuneration in respect of an employment as a member of the regular complement of a ship or aircraft in international traffic may be taxed by the Contracting State of which the employer operating the ship or aircraft is a resident.

ARTICLE 16

Investment or Holding Companies

The provisions of Articles 10 (Dividends), 11 (Interest) or 12 (Royalties) of this Convention shall not apply to a corporation which is a resident of one of the Contracting States and which derives dividends, interest, or royalties arising within the other Contracting State if:

(*a*) (i) the tax imposed on the corporation by the first-mentioned Contracting State in respect of such dividends, interest or royalties is substantially less than the tax generally imposed by that State on corporate profits; or

(ii) the corporation is a resident of the United States and receives more than eighty per cent of its gross income from sources outside the United States as determined by and for the period prescribed in sections 861 (*a*) (1) (B) and (*a*) (2) (A) of the Internal Revenue Code of 1954, as they may be amended from time to time in minor respects so as not to affect their general principle; and

(*b*) 25 per cent or more of the capital of such corporation is owned directly or indirectly by one or more persons who are not individual residents of the first-mentioned Contracting State and are not nationals of the United States.

ARTICLE 17

Artistes and Athletes

(1) Notwithstanding the provisions of Articles 14 (Independent Personal Services) and 15 (Dependent Personal Services), income derived by entertainers, such as theatre, motion picture, radio or television artistes, and musicians, and by athletes, from their personal activities as such may be taxed in the Contracting State in which these activities are exercised, except where the amount of the gross receipts derived by an entertainer or athlete, including expenses reimbursed to him or borne on his behalf, from such activities do not exceed 15,000 United States dollars or its equivalent in pounds sterling in the tax year concerned.

(2) Where income in respect of personal activities as such of an entertainer or athlete accrues not to that entertainer or athlete himself but to another person, that income may, notwithstanding the provisions of Articles 7 (Business Profits), 14 (Independent Personal Services), and 15 (Dependent Personal Services), be taxed in the Contracting State in which the activities of the entertainer or athlete are exercised. For the purposes of the preceding sentence, income of an entertainer or athlete shall be deemed not to accrue to another person if it is established that neither the entertainer or athlete, nor persons related thereto, participate directly or indirectly in the profits of such other person in any manner, including the receipt of deferred remuneration, bonuses, fees, dividends, partnership distributions or other distributions.

ARTICLE 18

Pensions

(1) Subject to the provisions of paragraph (2) of Article 19 (Government Service), any pension in consideration of past employment and any annuity paid to an individual who is a resident of a Contracting State shall be taxed only in that State.

(2) Alimony paid to an individual who is a resident of one of the Contracting States by an individual who is a resident of the other Contracting State shall be exempt from tax in the other Contracting State.

(3) The term "annuity" means a stated sum payable periodically at stated times, during life or during a specified or ascertainable period of time, under an obligation to make the payments in return for adequate and full consideration in money or money's worth.

ARTICLE 19

Government Service

(1) (*a*) Remuneration, other than a pension, paid by a Contracting State to any individual in respect of services rendered to that State shall be taxable only in that State.

(*b*) However, such remuneration shall be taxable only in the other Contracting State if the services are rendered in that State and the recipient is a resident of that other Contracting State who:

(i) is a national of that State; or

(ii) did not become a resident of that State solely for the purpose of performing the services.

(2) (*a*) Any pension paid by a Contracting State or a political subdivision or a local authority thereof to any individual in respect of services rendered to that State or subdivision or local authority thereof shall be taxable only in that State.

(*b*) However, such pension shall be taxable only in the other Contracting State if the recipient is a national of and a resident of that State.

(3) The provisions of Articles 14 (Independent Personal Services), 15 (Dependent Personal Services), 17 (Artistes and Athletes), and 18 (Pensions), as the case may be, shall apply to remuneration and pensions in respect of services rendered in connection with any business carried on by or on behalf of one of the Contracting States or a political subdivision or a local authority thereof.

ARTICLE 20

Teachers

(1) A professor or teacher who visits one of the Contracting States for a period not exceeding two years for the purpose of teaching or engaging in research at a university, college or other recognized educational institution in that Contracting State and who was immediately before that visit a

resident of the other Contracting State, shall be exempted from tax by the first-mentioned Contracting State on any remuneration for such teaching or research for a period not exceeding two years from the date he first visits that State for such purpose.

(2) The exemption provided in this Article may be applied by the Contracting State in which the teaching or research is performed to current payments to such professor or teacher in anticipation of fulfilment of the requirements of paragraph (1) or by way of withholding and refund, but in either case exemption shall be conditional upon fulfilment of the requirements of paragraph (1).

(3) This Article shall only apply to income from research if such research is undertaken by the professor or teacher in the public interest and not primarily for the benefit of some other private person or persons.

ARTICLE 21

Students and Trainees

Payments which a student or business apprentice who was immediately before visiting a Contracting State a resident of the other Contracting State and who is present in the first-mentioned Contracting State for the purpose of his full-time education or training receives for the purpose of his maintenance, education or training shall not be taxed in that State, provided that such payments are made to him from sources outside that State.

ARTICLE 22

Other Income

(1) Items of income of a resident of a Contracting State, wherever arising, not dealt with in the foregoing Articles of this Convention shall be taxable only in that State.

(2) The provisions of paragraph (1) shall not apply if the person deriving the income, being a resident of a Contracting State, carries on business in the other Contracting State through a permanent establishment situated therein, or performs in that other State independent personal services from a fixed base situated therein, and the right or property in respect of which the income is paid is effectively connected with such permanent establishment or fixed base. In such a case the provisions of Article 7 (Business Profits), Article 14 (Independent Personal Services), or Article 17 (Artistes and Athletes), as the case may be, shall apply.

ARTICLE 23

Elimination of Double Taxation

(1) In accordance with the provisions and subject to the limitations of the law of the United States (as it may be amended from time to time without changing the general principle hereof), the United States shall allow to a resident or national of the United States as a credit against the

United States tax the appropriate amount of tax paid to the United Kingdom; and, in the case of a United States corporation owning at least 10 per cent of the voting stock of a corporation which is a resident of the United Kingdom from which it receives dividends in any taxable year, the United States shall allow credit for the appropriate amount of tax paid to the United Kingdom by that corporation with respect to the profits out of which such dividends are paid. Such appropriate amount shall be based upon the amount of tax paid to the United Kingdom, but the credit shall not exceed the limitations (for the purpose of limiting the credit to the United States tax on income from sources outside of the United States) provided by United States law for the taxable year. For the purposes of applying the United States credit in relation to tax paid to the United Kingdom:

(*a*) the taxes referred to in paragraphs (2)(*b*) and (3) of Article 2 (Taxes Covered) shall be considered to be income taxes;

(*b*) the amount of 5 or 15 per cent, as the case may be, withheld under paragraph (2)(*a*)(i) or (ii) of Article 10 (Dividends) from the tax credit paid by the United Kingdom shall be treated as an income tax imposed on the recipient of the dividend; and

(*c*) that amount of tax credit referred to in paragraph (2)(*a*)(i) of Article 10 (Dividends) which is not paid to the United States corporation but to which an individual resident in the United Kingdom would have been entitled had he received the dividend shall be treated as an income tax imposed on the United Kingdom corporation paying the dividend.

(2) Subject to the provisions of the law of the United Kingdom regarding the allowance as a credit against United Kingdom tax of tax payable in a territory outside the United Kingdom (as it may be amended from time to time without changing the general principle hereof):

(*a*) United States tax payable under the laws of the United States and in accordance with the present Convention, whether directly or by deduction, on profits or income from sources within the United States (excluding in the case of a dividend, tax payable in respect of the profits out of which the dividend is paid) shall be allowed as a credit against any United Kingdom tax computed by reference to the same profits or income by reference to which the United States tax is computed;

(*b*) in the case of a dividend paid by a United States corporation to a corporation which is resident in the United Kingdom and which controls directly or indirectly at least 10 per cent of the voting power in the United States corporation, the credit shall take into account (in addition to any United States tax creditable under (*a*)) the United States tax payable by the corporation in respect of the profits out of which such dividend is paid.

(3) For the purposes of the preceding paragraphs of this Article, income or profits derived by a resident of a Contracting State which may be taxed in the other Contracting State in accordance with this Convention shall be deemed to arise from sources within that other Contracting State, except that where the United States taxes on the basis of citizenship, the United Kingdom shall not be bound to give credit to a United States national who

is resident in the United Kingdom on income from sources outside the United States as determined under the laws of the United Kingdom and the United States shall not be bound to give credit for United Kingdom tax on income received by such national from sources outside the United Kingdom, as determined under the laws of the United States.

(4) The provisions of this Article shall not affect the taxation by the United States of foreign oil and gas extraction income and foreign oil related income as provided in the Tax Reduction Act of 1975.[1]

ARTICLE 24

Non-Discrimination

(1) Individuals who are nationals of a Contracting State and who are residents of the other Contracting State shall not be subjected in that other State to any taxation or any requirement connected therewith which is other or more burdensome than the taxation and connected requirements to which nationals of that other State in the same circumstances are or may be subjected.

(2) The taxation on a permanent establishment which an enterprise of a Contracting State has in the other Contracting State shall not be less favourably levied in that other State than the taxation levied on enterprises of that other State carrying on the same activities.

(3) Subject to the provisions of paragraph (4) of this Article, interest, royalties and other disbursements paid by an enterprise of a Contracting State to a resident of the other Contracting State shall, if reasonable in amount, be deductible for the purpose of determining the taxable profits of such enterprise under the same conditions as if they had been paid to a resident of the first-mentioned State. For the purposes of this paragraph, the term "other disbursements" shall include charges for amounts expended by such residents for the purposes of such enterprise, including a reasonable allocation of executive and general administrative expenses (except to the extent representing the expenses of a type of activity which is not for the benefit of such enterprise, but constitutes "stewardship" or "over-seeing" functions undertaken for such resident's own benefit as an investor in the enterprise), research and development in respect of which such enterprise has the benefits under a cost and risk sharing agreement and other expenses incurred by such resident for the benefit of a group of related enterprises including such enterprise.

(4) Paragraph (3) shall not apply to any interest, royalties, or other disbursements to which the provisions of Article 9 (Associated Enterprises), paragraphs (5) and (7) of Article 11 (Interest) or paragraph (5) of Article 12 (Royalties) apply, or would apply but for the provisions of paragraph (2) of Article 1 (Personal Scope).

(5) Enterprises of a Contracting State, the capital of which is wholly or partly owned or controlled, directly or indirectly, by one or more residents of the other Contracting State, shall not be subjected in the first-mentioned Contracting State to any taxation or any requirement connected

[1] 89 Stat. 26; 26 U.S.C. § 1 note.

therewith which is other or more burdensome than the taxation and connected requirements to which other similar enterprises of the first-mentioned State are or may be subjected.

(6) Nothing contained in this Article shall be construed as obliging either Contracting State to grant to individuals not resident in that State any of the personal allowances and reliefs which are granted to individuals so resident.

ARTICLE 25

Mutual Agreement Procedure

(1) Where a resident or national of a Contracting State considers that the actions of one or both of the Contracting States result or will result in taxation not in accordance with this Convention, he may, notwithstanding the remedies provided by the national laws of those States, present his case to the competent authority of the Contracting State of which he is a resident or national.

(2) The competent authority shall endeavour, if the objection appears to it to be justified and if it is not itself able to arrive at an appropriate solution, to resolve the case by mutual agreement with the competent authority of the other Contracting State, with a view to the avoidance of taxation not in accordance with the Convention. Where an agreement has been reached, a refund as appropriate shall be made to give effect to the agreement.

(3) The competent authorities of the Contracting States shall endeavour to resolve by mutual agreement any difficulties or doubts arising as to the interpretation or application of the Convention. In particular the competent authorities of the Contracting States may reach agreement on:

(*a*) the attribution of income, deductions, credits, or allowances of an enterprise of a Contracting State to its permanent establishment situated in the other Contracting State;

(*b*) the allocation of income, deductions, credits, or allowances between persons;

(*c*) the nature of particular items of income;

(*d*) the meaning of terms not otherwise defined in this Convention;

(*e*) the place where a particular item of income has its source.

(4) The competent authorities of the Contracting States may communicate with each other directly for the purpose of reaching agreement as contemplated by this Convention.

ARTICLE 26

Exchange of Information and Administrative Assistance

(1) The competent authorities of the Contracting States shall exchange such information (being information available under the respective taxation laws of the Contracting States) as is necessary for carrying out the provisions of this Convention or for the prevention of fraud or the administration of

statutory provisions against legal avoidance in relation to the taxes which are the subject of this Convention. Any information so exchanged shall be treated as secret but may be disclosed to persons (including a court or administrative body) concerned with the assessment, collection, enforcement or prosecution in respect of taxes which are the subject of this Convention. No information shall be exchanged which would disclose any trade, business, industrial or professional secret or any trade process.

(2) Each of the Contracting States will endeavour to collect on behalf of the other Contracting State such amounts as may be necessary to ensure that relief granted by this Convention from taxation imposed by such other Contracting State does not enure to the benefit of persons not entitled thereto. The United Kingdom will be regarded as fulfilling this obligation by the continuation of its existing arrangements for ensuring that relief from taxation imposed by the laws of the United States does not enure to the benefits of persons not entitled thereto.

(3) Paragraph (2) of this Article shall not impose upon either of the Contracting States the obligation to carry out administrative measures which are of a different nature from those used in the collection of its own tax, or which would be contrary to its sovereignty, security or public policy. In determining the administrative measures to be carried out, each Contracting State may take into account the administrative measures and practices of the other Contracting State in recovering taxes on behalf of the first-mentioned Contracting State.

(4) The competent authorities of the Contracting States shall consult with each other for the purpose of co-operating and advising in respect of any action to be taken in implementing this Article.

ARTICLE 27

Effect on Diplomatic and Consular Officials and Domestic Laws

(1) Nothing in this Convention shall affect the fiscal privileges of diplomatic or consular officials under the general rules of international law or under the provisions of special agreements.

(2) This Convention shall not restrict in any manner any exclusion, exemption, deduction, credit, or other allowances now or hereafter accorded by the laws of either Contracting State.

ARTICLE 28

Entry into Force

(1) This Convention shall be ratified and the instruments of ratification shall be exchanged at Washington as soon as possible.

(2) This Convention shall enter into force immediately after the expiration of thirty days following the date on which the instruments of ratification are exchanged and shall thereupon have effect:

(*a*) in the United Kingdom:

(i) in relation to any dividend to which sub-paragraph (2) (*a*) (ii) of Article 10 (Dividends) applies, in respect of income tax and payment of tax credit, for any year of assessment beginning on or

after 6 April 1973. A dividend paid on or after 1 April 1973 and before 6 April 1973 shall be treated for tax credit purposes as paid on 6 April 1973;

(ii) in relation to sub-paragraph (2) (*a*) (i) of Article 10 (Dividends) and any other provision of this Convention, in respect of income tax and payment of tax credit and in respect of capital gains tax, for any year of assessment beginning on or after 6 April 1975;

(iii) in respect of corporation tax, for any financial year beginning on or after 1 April 1975; and

(iv) in respect of petroleum revenue tax, for any chargeable period beginning on or after 1 January 1975;

(*b*) in the United States:

(i) in respect of credits against United States tax allowed under paragraph (1) of Article 23 (Elimination of Double Taxation), for taxes paid to the United Kingdom on or after 1 April 1973;

(ii) in respect of tax withheld at the source, for amounts paid or credited on or after 1 January 1975; and

(iii) in respect of other taxes, for taxable years beginning on or after 1 January 1975.

(3) Subject to the provisions of paragraph (4) of this Article the Convention between the United Kingdom of Great Britain and Northern Ireland and the United States of America for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income signed at Washington on 16 April 1945, as amended by the Supplementary Protocol signed at Washington on 6 June 1946, by the Supplementary Protocol signed at Washington on 25 May 1954, by the Supplementary Protocol signed at Washington on 19 August 1957 and by the Supplementary Protocol signed at London on 17 March 1966 [1] (hereinafter referred to as "the 1945 Convention"), shall cease to have effect in respect of taxes to which this Convention in accordance with the provisions of paragraph (2) of this Article applies.

(4) Where any provision of the 1945 Convention would have afforded any greater relief from tax any such provision as aforesaid shall continue to have effect:

(*a*) in the United Kingdom, for any year of assessment or financial year and

(*b*) in the United States, for any taxable year

beginning, in either case, before 1 January 1976.

(5) The 1945 Convention shall terminate on the last date on which it has effect in accordance with the foregoing provisions of this Article.

(6) This Convention shall not affect any Agreement in force extending the 1945 Convention in accordance with Article XXII thereof.

[1] TIAS 1546, 3165, 4124, 6089; 60 Stat. 1377; 6 UST 37; 9 UST 1329; 17 UST 1254.

ARTICLE 29

Termination

(1) This Convention shall remain in force indefinitely but either of the Contracting States may, on or before 30 June in any year after the year 1980, give to the other Contracting State, through diplomatic channels notice of termination and, in such event, the present Convention shall cease to be effective:

(*a*) in respect of United States tax, for the taxable years beginning on or after 1 January in the year next following that in which such notice is given;

(*b*) (i) in respect of United Kingdom income tax and capital gains tax, for any year of assessment beginning on or after 6 April in the year next following that in which such notice is given;

(ii) in respect of United Kingdom corporation tax, for any financial year beginning on or after 1 April in the year next following that in which such notice is given;

(iii) in respect of United Kingdom petroleum revenue tax, for any chargeable period beginning on or after 1 January in the year next following that in which such notice is given.

(2) The termination of the present Convention shall not have the effect of reviving any treaty or arrangement abrogated by the present Convention or by treaties previously concluded between the Contracting States.

In witness whereof the undersigned, duly authorised thereto by their respective Governments, have signed this Convention.

Done in duplicate at London this 31st day of December 1975.

For the Government of the United States of America:

For the Government of the United Kingdom of Great Britain and Northern Ireland:

Ronald I. Spiers [1]

Goronwy-Roberts [2]
of Caernarvon & Ogwen.

[1] Ronald I. Spiers.
[2] Goronwy-Roberts of Caenarvon and Ogwen.

[EXCHANGE OF NOTES]

The British Secretary of State for Foreign and Commonwealth Affairs to the American Ambassador

AMU 106/548/1

FOREIGN AND COMMONWEALTH OFFICE SW1A 2AL

13 April 1976

Her Excellency
The Hon Anne Armstrong
etc etc etc
American Embassy
Grosvenor Square
LONDON W1A 1AE

Your Excellency

I have the honour to refer to the recent discussions between representatives of our two Governments concerning the Convention between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income and Capital Gains, signed at London on 31 December 1975, and to propose that the Convention be amended as follows:

1. Replace paragraph (2) of Article 1 (Personal Scope) by the following:

"(2) A corporation which is both resident of the United Kingdom within the meaning of paragraph (1) (a) (ii) of Article 4 (Fiscal Residence), and a resident of the United States within the meaning of paragraph (1) (b) (ii) of Article 4 shall not be entitled to claim any relief or exemption from tax provided by this Convention, except that such corporation may claim the benefits of Article 23 (Elimination of Double Taxation) with respect to the petroleum revenue tax referred to in paragraph (2) (b) of

Article 2 (Taxes Covered), of Article 24 (Non Discrimination) and of Article 28 (Entry into Force)".

2. Replace sub-paragraph (j) of paragraph (1) of Article 3 (General Definitions) by the following:

"(j) the term "third State" means any State or territory other than the United States or the United Kingdom and the term "enterprise of a third State" shall be construed accordingly".

3. The existing sub-paragraph (j) of paragraph (1) will become a new sub-paragraph (k).

4. Replace paragraph (3) of Article 8 (Shipping and Air Transport) by the following:

"(3) Notwithstanding the provisions of Article 7 (Business Profits), profits of an enterprise of a Contracting State from the use, maintenance or rental of containers (including trailers and related equipment for the transport of containers) used for the transport of goods or merchandise shall be taxable only in that State except where such containers are used for the transport of goods or merchandise solely between places within the other Contracting State".

5. Replace paragraph (4) of Article 9 (Associated Enterprises) by the following:

"(4) Except as specifically provided in this Article:

(a) Where an enterprise doing business in one Contracting State:

(i) is a resident of the other Contracting State; or

(ii) is controlled, directly or indirectly, by an enterprise which is a resident of the other Contracting State; and

(b) where the enterprise which is a resident of the other Contracting State is a corporation, such corporation is neither:

(i) a controlled foreign corporation within the meaning of Section 957 of the United States Internal Revenue Code of 1954 (as it may be amended from time to time without changing the general principle thereof); nor

(ii) created or organized under the laws of the first-mentioned Contracting State or of any third State or controlled, directly or indirectly, by a corporation which is a resident of any third State;

then, in determining the tax liability of the first-mentioned enterprise in the State in which it does business, or in a political subdivision or local authority of that State, such State, political subdivision or local authority shall not take into account the income, deductions, receipts or outgoings of a related enterprise which is a resident of the other Contracting State or of an enterprise of any third State

which is related to the enterprise of the other Contracting State, except that this prohibition shall not apply where the first-mentioned enterprise is a resident of the first-mentioned Contracting State, to the extent that it owns, directly or indirectly, the capital of the related enterprise.

6. Replace Article 16 (Investment or holding companies) by the following:

"ARTICLE 16

Investment or Holding Companies

(1) The provisions of Articles 10 (Dividends), 11 (Interest) or 12 (Royalties) of this Convention shall not apply to a corporation which is a resident of one of the Contracting States and which derives dividends, interest or royalties arising within the other Contracting State if:

(a) (i) the tax imposed on the corporation by the first-mentioned Contracting State in respect of such dividends, interest or royalties is substantially less than the tax generally imposed by that State on corporate profits; or

(ii) the corporation is a resident of the United States and receives more than 80 per cent of its gross income from sources outside the United States as determined by and for the period prescribed in Sections 861 (a) (1) (B) and (a) (2) (A) of the United States Internal Revenue Code of 1954, as

they may be amended from time to time in minor respects so as not to affect their general principle and

(b) 25 per cent or more of the capital of such corporation is owned, directly or indirectly, by one or more persons who are not individual residents of the first-mentioned Contracting State and are not nationals of the United States.

(2) Nothing in this Article shall however prevent a claim under the provisions of Articles 10 (Dividents), 11 (Interest) or 12 (Royalties) by a United States corporation where more than 75 per cent of the capital of that corporation is directly or indirectly owned:

(a) by a United States corporation which receives 20 per cent or more of its gross income from sources within the United States as determined by and for the period described in sub-paragraph (1) (a) (ii) of this Article; or

(b) by a corporation (other than a United States corporation) which by reference to the provisions of Section 283 of the United Kingdom Income and Corporation Taxes Act 1970 (as it may be amended from time to time without changing the general principle thereof) would not fall to be treated as a close company; or

(c) by a corporation which is a resident of the United Kingdom and in which more than 50 per cent of the voting power is controlled, directly or indirectly, by individuals who are residents of the United Kingdom."

If the foregoing proposals are acceptable to the Government of the United States of America, I have the honour to propose that this Note together with your reply in that sense shall constitute an Agreement between our two Governments which shall enter into force on the same date as the Convention.

I have the honour to be
with the highest consideration
your Excellency's obedient Servant
(for the Secretary of State)

Derek M. D. Thomas[1]

[1] Derek M. D. Thomas.

The American Ambassador to the British Secretary of State for Foreign and Commonwealth Affairs

No. 13 London, April 13, 1976.

Excellency:

I have the honor to acknowledge receipt of your note of today's date which reads as follows:

"I have the honour to refer to the recent discussions between representatives of our two Governments concerning the Convention between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income and Capital Gains, signed at London on 31 December 1975, and to propose that the Convention be amended as follows:

1. Replace paragraph (2) of Article 1 (Personal Scope) by the following:

"(2) A corporation which is both resident of the United Kingdom within the meaning of paragraph (1) (a) (ii) of Article 4 (Fiscal Residence), and a resident of the United States within the meaning of paragraph (1) (b) (ii) of Article 4 shall not be entitled to claim any relief or exemption from tax provided by this Convention, except that such

The Right Honorable
Anthony Crosland MP,
Secretary of State for Foreign
and Commonwealth Affairs,
London.

corporation may claim the benefits of Article 23 (Elimination of Double Taxation) with respect to the petroleum revenue tax referred to in paragraph (2) (b) of Article 2 (Taxes Covered), of Article 24 (Non-Discrimination) and of Article 28 (Entry into Force)"

2. Replace sub-paragraph (j) of paragraph (1) of Article 3 (General Definitions) by the following:

"(j) the term "third State" means any State or territory other than the United States or the United Kingdom and the term "enterprise of a third State" shall be construed accordingly".

3. The existing sub-paragraph (j) of paragraph (1) will become a new sub-paragraph (k).

4. Replace paragraph (3) of Article 8 (Shipping and Air Transport) by the following:

"(3) Notwithstanding the provisions of Article 7 (Business Profits), profits of an enterprise of a Contracting State from the use, maintenance or rental of containers (including trailers and related equipment for the transport of containers) used for the transport of goods or merchandise shall be taxable only in that State except where such containers are used for the transport of goods or merchandise solely between places within the other Contracting State".

5. Replace paragraph (4) of Article 9 (Associated Enterprises) by the following:

"(4) Except as specifically provided in this Article:

a. Where an enterprise doing business in one Contracting State:

(i) is a resident of the other Contracting State; or

(ii) is controlled, directly or indirectly, by an enterprise which is a resident of the other Contracting State; and

b. where the enterprise which is a resident of the other Contracting State is a corporation, such corporation is neither:

(i) a controlled foreign corporation within the meaning of Section 957 of the United States Internal Revenue Code of 1954 (as it may be amended from time to time without changing the general principle thereof); nor

(ii) created or organized under the laws of the first-mentioned Contracting State or of any third State or controlled, directly or indirectly, by a corporation which is a resident of any third State;

then, in determining the tax liability of the first-mentioned enterprise in the State in which it does business, or in a political subdivision or local authority of that State, such State, political subdivision or local authority shall not take into account the income, deductions, receipts or

outgoings of a related enterprise which is a resident of the other Contracting State or of an enterprise of any third State which is related to the enterprise of the other Contracting State, except that this prohibition shall not apply where the first-mentioned enterprise is a resident of the first-mentioned Contracting State, to the extent that it owns, directly or indirectly, the capital of the related enterprise.

6. Replace Article 16 (Investment or holding companies) by the following:

"ARTICLE 16

Investment or Holding Companies

(1) The provisions of Articles 10 (Dividends). 11 (Interest) or 12 (Royalties) of this Convention shall not apply to a corporation which is a resident of one of the Contracting States and which derives dividends, interest or royalties arising within the other Contracting State if:

(a) (i) the tax imposed on the corporation by the first-mentioned Contracting State in respect of such dividends, interest or royalties is substantially less than the tax generally imposed by that State on corporate profits; or

(ii) the corporation is a resident of the United States and receives more than 80 percent of its gross income from sources outside the United States as

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determined by and for the period prescribed in Sections 861 (a) (1) (B) and (a) (2) (A) of the United States Internal Revenue Code of 1954, as they may be amended from time to time in minor respects so as not to affect their general principle and

(b) 25 percent or more of the capital of such corporation is owned, directly or indirectly, by one or more persons who are not individual residents of the first-mentioned Contracting State and are not nationals of the United States.

(2) Nothing in this Article shall however prevent a claim under the provisions of Articles 10 (Dividends) 11 (Interest) or 12 (Royalties) by a United States corporation where more than 75 percent of the capital of that corporation is directly or indirectly owned:

(a) by a United States corporation which receives 20 percent or more of its gross income from sources within the United States as determined by and for the period described in sub-paragraph (1) (a) (ii) of this Article; or

(b) by a corporation (other than a United States corporation) which by reference to the provisions of Section 283 of the United Kingdom Income and Corporation Taxes Act 1970 (as it may be amended from time to time without changing the general principle thereof) would not fall to be treated as a close company; or

(c) by a corporation which is a resident of the United Kingdom and in which more than 50 percent of the voting power is controlled, directly or indirectly, by individuals who are residents of the United Kingdom".

If the foregoing proposals are acceptable to the Government of the United States of America, I have the honour to propose that this Note together with your reply in that sense shall constitute an Agreement between our two Governments which shall enter into force on the same date as the Convention."

I have the honor to inform you that the Government of the United States of America agree to the proposal set forth in the above Note and that your Note together with this reply shall constitute an agreement between our two Governments which shall enter into force on the same date as the Convention.

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

Anne Armstrong

PROTOCOL
AMENDING THE CONVENTION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME AND CAPITAL GAINS, SIGNED AT LONDON ON 31 DECEMBER 1975, AS AMENDED BY NOTES EXCHANGED AT LONDON ON 13 APRIL 1976

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland;

Desiring to conclude a Protocol to amend the Convention for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income and Capital Gains, signed at London on 31 December 1975, as amended by Notes exchanged at London on 13 April 1976 (hereinafter referred to as "the Convention");

Have agreed as follows:

Article I

Paragraphs (2) and (4) of Article 1 (Personal Scope) of the Convention shall be deleted and replaced by the following:

"(2) A corporation which is both a resident of the United Kingdom within the meaning of paragraph (1)(a)(ii) of Article 4 (Fiscal Residence), and a resident of the United States within the meaning of paragraph (1)(b)(ii) of Article 4 shall not be entitled to claim any relief or exemption from tax provided by this Convention except that such corporation may claim the benefits of paragraph (2) of Article 8 (Shipping and Air Transport), of Article 23 (Elimination of Double Taxation) with respect to paragraph (1)(c) thereof and the petroleum revenue tax referred to in paragraph (2)(b) of Article 2 (Taxes Covered), of Article 24 (Non-Discrimination) and of Article 28 (Entry into Force) and the provisions of paragraph (7) of Article 11 (Interest) shall apply to it.

(4) Nothing in paragraph (3) of this Article shall affect the application by a Contracting State of:

(a) paragraph (2) of Article 8 (Shipping and Air Transport), and Articles 9 (Associated Enterprises), 23 (Elimination of Double Taxation), 24 (Non-Discrimination), and 25 (Mutual Agreement Procedure); and

(b) Articles 19 (Government Service), 20 (Teachers), 21 (Students and Trainees), and 27 (Effect on Diplomatic and Consular Officials and Domestic

Laws), with respect to individuals who are neither nationals of, nor have immigrant status in, that State."

Article II

Article 8 (Shipping and Air Transport) of the Convention shall be deleted and replaced by the following:

"Article 8

Shipping and Air Transport

(1) Profits derived by an enterprise of a Contracting State from the operation of ships or aircraft in international traffic shall be taxable only in that State.

(2) Notwithstanding any other provision of this Convention, profits which a national of the United States not resident in the United Kingdom or a United States corporation derives from operating ships documented or aircraft registered under the laws of the United States shall be exempt from United Kingdom tax.

(3) For the purpose of this Article, profits from the operation of ships or aircraft include profits derived from the rental on a bareboat basis of ships or aircraft if such rental income is incidental to other income described in paragraph (1) of this Article.

(4) Notwithstanding the provisions of Article 7 (Business Profits), profits of an enterprise of a Contracting State from the use, maintenance or rental of containers (including trailers and related equipment for the transport of containers) used for the transport of goods or merchandise shall be taxable only in that State, except where such containers are used for the transport of goods or merchandise solely between places within the other Contracting State.

(5) The provisions of this Article shall apply also to profits derived by an enterprise of a Contracting State from participation in a pool, a joint business or an international operating agency.

(6) Gains derived by an enterprise of a Contracting State from the alienation of ships, aircraft or containers owned and operated by the enterprise, the income from which is taxable only in that State, shall be taxed only in that State."

Article III

Sub-paragraph (c) of paragraph (1) of Article 23 (Elimination of Double Taxation) of the Convention shall be deleted and replaced by the following:

"(c) that amount of tax credit referred to in paragraph (2)(a)(i) of Article 10 (Dividends) which is not paid to the United States corporation but to which an individual resident in the United Kingdom would have been entitled had he received the dividend shall be treated as an income tax imposed on the corporation paying the dividend."

Article IV

Paragraph (4) of Article 24 (Non-Discrimination) of the Convention shall be deleted and replaced by the following:

"(4) Paragraph (3) shall not apply to any interest, royalties, or other disbursements to which the provisions of Article 9 (Associated Enterprises), paragraphs (5) and (7) of Article 11 (Interest) or paragraph (5) of Article 12 (Royalties) apply."

Article V

1. This Protocol shall be ratified and the instruments of ratification shall be exchanged at Washington as soon as possible.

2. This Protocol shall enter into force immediately after the expiration of thirty days following the date on which the instruments of ratification are exchanged and shall thereupon have effect in accordance with Article 28 of the Convention.

In witness whereof the undersigned, duly authorised thereto by their respective Governments, have signed this Protocol.

Done in duplicate at London this 26th day of August 1976.

For the Government of the United States of America:

Irene Kirkpatrick

For the Government of the United Kingdom of Great Britain and Northern Ireland:

John E. Tomlinson [1]

[1] John E. Tomlinson.

SECOND PROTOCOL
AMENDING THE CONVENTION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME AND CAPITAL GAINS, SIGNED AT LONDON ON 31 DECEMBER 1975, AS AMENDED BY NOTES EXCHANGED AT LONDON ON 13 APRIL 1976 AND BY A PROTOCOL SIGNED AT LONDON ON 26 AUGUST 1976

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland;

Desiring to conclude a second Protocol to amend the Convention for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income and Capital Gains, signed at London on 31 December 1975, as amended by Notes exchanged at London on 13 April 1976 and by a Protocol signed at London on 26 August 1976 (hereinafter referred to as "the Convention");

Have agreed as follows:

ARTICLE I

Sub-paragraph (a) of paragraph (4) of Article 1 (Personal Scope) of the Convention shall be deleted and replaced by the following:

"(a) paragraph (4) of Article 4 (Fiscal Residence), paragraph (2) of Article 8 (Shipping and Air Transport), and Articles 9 (Associated Enterprises), 23 (Elimination of Double Taxation), 24 (Non-Discrimination) and 25 (Mutual Agreement Procedure); and"

ARTICLE II

Paragraph (4) of Article 4 (Fiscal Residence) of the Convention shall be renumbered as paragraph (5) and a new paragraph (4) shall be added, to read as follows:

"(4) A marriage before 1 January 1974 between a woman who is a United States national and a man domiciled within the United Kingdom shall be deemed to have taken place on 1 January 1974 for the purpose of determining her domicile on or after 6 April 1976 for United Kingdom tax purposes."

ARTICLE III

Paragraph (1) of Article 22 (Other Income) of the Convention shall be deleted and replaced by the following:

"(1) Items of income of a resident of a Contracting State, wherever arising, not dealt with in the

foregoing Articles of this Convention shall be taxable only in that State. The preceding sentence shall not apply to income paid out of trusts."

ARTICLE IV

Sub-paragraph (e) of paragraph (3) of Article 25 (Mutual Agreement Procedure) of the Convention shall end with a semi-colon and the following sub-paragraph shall be added:

"(f) the elimination of double taxation in respect of income paid out of trusts."

ARTICLE V

Clauses (ii), (iii) and (iv) of sub-paragraph (a) of paragraph (2) of Article 28 (Entry into Force) of the Convention shall be renumbered as clauses (iii), (iv) and (v), respectively, and a new clause (ii) shall be added, to read as follows:

"(ii) in relation to paragraph (4) of Article 4 (Fiscal Residence), for any year of assessment beginning on or after 6 April 1976;"

ARTICLE VI

(1) This Protocol shall be ratified and the instruments of ratification shall be exchanged at Washington as soon as possible.

(2) This Protocol shall enter into force immediately after the expiration of thirty days following the date on which the instruments of ratification are exchanged and shall thereupon have effect in accordance with Article 28 of the Convention.

In witness whereof the undersigned, duly authorized thereto by their respective Governments, have signed this second Protocol.

Done in duplicate at London this 31st day of March 1977.

For the Government of the United States of America:

Ronald I. Spiers

For the Government of the United Kingdom of Great Britain and Northern Ireland:

John Jowitson.

THIRD PROTOCOL
FURTHER AMENDING THE CONVENTION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME AND CAPITAL GAINS, SIGNED AT LONDON ON 31 DECEMBER 1975

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland;

Desiring to conclude a third Protocol to amend the Convention for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income and Capital Gains, signed at London on 31 December 1975, as amended by Notes exchanged at London on 13 April 1976 and by Protocols signed at London on 26 August 1976 and 31 March 1977 (hereinafter referred to as "the Convention");

Have agreed as follows:

ARTICLE I

(1) Paragraph (2) of Article 2 (Taxes covered) shall be deleted and replaced by the following:

"(2) The existing taxes to which this Convention shall apply are:

(*a*) in the case of the United States, the Federal income taxes imposed by the Internal Revenue Code and the tax on insurance premiums paid to foreign insurers; but (except as provided in paragraph (6) of Article 10 (Dividends)) excluding the accumulated earnings tax and the personal holding company tax. The foregoing taxes covered are hereinafter referred to as "United States tax";

(*b*) in the case of the United Kingdom, the income tax, the capital gains tax, the corporation tax and the petroleum revenue tax. The foregoing taxes covered are hereinafter referred to as "United Kingdom tax"."

(2) Paragraph (3) of Article 2 (Taxes covered) shall be deleted and replaced by the following:

"(3) This Convention shall also apply to any identical or substantially similar taxes which are imposed by a Contracting State after the date of signature of this Convention in addition to, or in place of, the existing taxes. The competent authorities of the Contracting States shall notify each other of any changes which have been made in their respective taxation laws."

(3) Paragraph (4) of Article 9 (Associated enterprises) shall be deleted and replaced by the following:

"(4) Except as specifically provided in this Article:

(*a*) where an enterprise doing business in one Contracting State:

(i) is a resident of the other Contracting State; or

(ii) is controlled, directly or indirectly, by an enterprise which is a resident of the other Contracting State; and

(*b*) where the enterprise which is a resident of the other Contracting State is a corporation, such corporation is neither:

(i) a controlled foreign corporation within the meaning of section 957 of the United States Internal Revenue Code of 1954 (as it may be amended from time to time without changing the principle thereof); nor

(ii) created or organised under the laws of the first-mentioned State or of any third State or controlled, directly or indirectly, by a corporation which is a resident of any third State;

then, in determining the tax liability of the first-mentioned enterprise in the State in which it does business, such State shall not take into account the income, deductions, receipts or outgoings of a related enterprise which is a resident of the other Contracting State or of an enterprise of any third State which is related to the enterprise of the other Contracting State, except that this prohibition shall not apply where the first-mentioned enterprise is a resident of the first-mentioned Contracting State, to the extent that it owns, directly or indirectly, the capital of the related enterprise."

ARTICLE II

The following new paragraph (6A) shall be added to Article 7 (Business profits) after paragraph (6):

"(6A) The United States tax on insurance premiums paid to foreign insurers shall not be imposed on insurance or reinsurance premiums which are the receipts of a business of insurance carried on by an enterprise of the United Kingdom whether or not that business is carried on through a permanent establishment in the United States."

ARTICLE III

Paragraph (5) of Article 10 (Dividends) shall be deleted and replaced by the following:

"(5) Where a corporation which is a resident of a Contracting State (and not a resident of the other Contracting State) derives profits or income from the other Contracting State, that other State may not impose any tax on the dividends paid by the corporation, except insofar as such dividends are paid to a resident of that other State (and where that other State is the United States, to a national of the United States) or insofar as the holding in respect of which the dividends are paid is effectively connected with a permanent establishment or fixed base situated in that other State, even if the dividends paid consist wholly or partly of profits or income arising in that other State."

ARTICLE IV

Sub-paragraph (*b*) of paragraph (1) of Article 19 (Government service) shall be deleted and replaced by the following:

"(*b*) However, such remuneration shall be taxable only in the other Contracting State if the services are rendered in that State and the recipient is a resident and a national of that State."

ARTICLE V

Paragraph (4) of Article 23 (Elimination of double taxation) shall be deleted and replaced by the following:

"(4) Notwithstanding sub-paragraph (*a*) of paragraph (1) of this Article, the amount of United Kingdom petroleum revenue tax allowable as a credit against United States tax shall be limited to the amount attributable to United Kingdom source taxable income in the following way, namely:

(*a*) The amount of United Kingdom petroleum revenue tax on income from the extraction of minerals from oil or gas wells in the United Kingdom to be allowed as a credit for a taxable year shall not exceed the amount, if any, by which the product of the maximum statutory United States tax rate applicable to a corporation for such taxable year and the amount of such income exceeds the amount of other United Kingdom tax on such income.

(*b*) The lesser of (i) the amount of United Kingdom petroleum revenue tax on income from the extraction of minerals from oil or gas wells in the United Kingdom that is not allowable as a credit under the preceding sub-paragraph, or (ii) 2 per cent of such income for the taxable year shall be deemed to be income taxes paid or accrued in the two preceding or five succeeding taxable years, to the extent not deemed paid or accrued in a prior taxable year, and shall be allowable as a credit in the year in which it is deemed paid or accrued subject to the limitation in sub-paragraph (*a*) above.

(*c*) The provisions of sub-paragraphs (*a*) and (*b*) shall apply, separately, *mutatis mutandis* (but with the deletion, in the case of (*b*), of the words "the lesser of (i)" and "or (ii) 2 per cent of such income for the taxable year"), to the amount of United Kingdom petroleum revenue tax on income from initial transportation, initial treatment and initial storage of minerals from oil or gas wells in the United Kingdom".

ARTICLE VI

The following new Article 27A (Offshore activities) shall be inserted after Article 27 (Effect on diplomatic and consular officials and domestic laws):

" ARTICLE 27A

Offshore activities

(1) Notwithstanding the provisions of Article 5 (Permanent establishment) and Article 14 (Independent personal services), a person who is a resident of a Contracting State and carries on activities in the other Contracting State in connection with the exploration or exploitation of the seabed and sub-soil and their natural resources situated in that other Contracting State shall be deemed to be carrying on in respect of those activities a business in that other Contracting State through a permanent establishment or fixed base situated therein.

(2) The provisions of paragraph (1) shall not apply where the activities are carried on for a period not exceeding 30 days in aggregate in any 12 month period. However, for the purpose of this paragraph, activities carried on by an enterprise related to another enterprise shall be regarded as carried on by the enterprise to which it is related if the activities in question are substantially the same as those carried on by the last-mentioned enterprise.

(3) The provisions of Article 8 (Shipping and air transport) shall not apply to a drilling rig or any vessel the principal function of which is the performance of activities other than the transportation of goods or passengers."

ARTICLE VII

The following new paragraph (7) shall be added at the end of Article 28 (Entry into force):

" (7) Notwithstanding any provisions of the respective domestic laws of the Contracting States imposing time limits for applications for relief from tax, an application for relief under the provisions of this Convention shall have effect, and any consequential refunds of tax made, if the application is made to the competent authority concerned within three years of the end of the calendar year in which this Convention enters into force."

ARTICLE VIII

(1) This Protocol shall be ratified and the Instruments of Ratification shall be exchanged at Washington as soon as possible.

(2) This Protocol shall enter into force immediately after the expiration of 30 days following the date on which the Instruments of Ratification are exchanged and shall thereupon have effect, subject to the provisions of paragraph (3) of this Article, in accordance with Article 28 of the Convention.

(3) Notwithstanding the provisions of Article 28 (Entry into force) of the Convention, the provisions of Article 27A (Offshore activities) of the Convention (as added by Article VI of this Protocol) shall not have effect until the entry into force of this Protocol.

In witness whereof the undersigned, duly authorised thereto by their respective Governments, have signed this third Protocol.

Done in duplicate at London this 15th day of March 1979.

For the Government of the United States of America:

For the Government of the United Kingdom of Great Britain and Northern Ireland:

[1]

[2]

[1] Robert J. Morris.
[2] Evan Luard.

EGYPT

Agricultural Commodities

Agreement signed at Cairo March 20, 1979;
Entered into force March 20, 1979.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Arab Republic of Egypt.

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Arab Republic of Egypt (hereinafter referred to as the importing country) and with other friendly countries in a manner that will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries;

Taking into account the importance to developing countries of their efforts to help themselves toward a greater degree of self-reliance, including efforts to meet their problems of food production and population growth;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

Recognizing the determination of the importing country to improve its own production, storage, and distribution of agricultural food products, including the reduction of waste in all stages of food handling;

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended[1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

[1] 68 Stat. 455; 7 U.S.C. § 1701 *et seq.*

PART I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement.

B. The financing of the agricultural commodities listed in Part II of this agreement will be subject to:

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and
2. The availability of the specified commodities at the time of exportation.

C. Application for purchase authorizations will be made within 90 days after the effective date of this agreement, and, with respect to any additional commodities or amounts of commodities provided for in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

D. Except as may be authorized by the Government of the exporting country, all deliveries of commodities sold under this agreement shall be made within the supply periods specified in the commodity table in Part II.

E. The value of the total quantity of each commodity covered by the purchase authorizations for a specified type of financing authorized under this agreement shall not exceed the maximum export market value specified for that commodity and type of financing in Part II. The Government of the exporting country may limit the total value of

each commodity to be covered by purchase authorizations for a specified type of financing as price declines or other marketing factors may require, so that the quantities of such commodity sold under a specified type of financing will not substantially exceed the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

G. Promptly after contracting for United States flag shipping space to be used for commodities required to be transported in United States flag vessels, and in any event not later than presentation of vessel for loading, the Government of the importing country or the purchasers authorized by it shall open a letter of credit, in United States dollars, for the estimated cost of ocean transportation for such commodities.

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

ARTICLE II

A. Initial Payment

The Government of the importing country shall pay, or cause to be paid, such initial payment as may be specified in Part II of this agreement. The amount of this payment shall be that portion of the purchase price (excluding any ocean transportation costs that may be included therein) equal to the percentage specified for initial payment in Part II and payment shall be made in United States dollars in accordance with the applicable purchase authorization.

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The currency use payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for currency use payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsection 104(a), (b), (e) and (h) of the act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the currency use payment has been offset. Unless otherwise specified in Part II, no

requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

Sales of the commodities specified in Part II shall be financed in accordance with the type of financing indicated therein. Special provisions relating to the sale are also set forth in Part II.

D. Credit Provisions

1. With respect to commodities delivered in each calendar year under this agreement, the principal of the credit (hereinafter referred to as principal) will consist of the dollar amount disbursed by the Government of the exporting country for the commodities (not including any ocean transportation costs) less any portion of the initial payment payable to the Government of the exporting country.

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment payment shall be due and payable on the date specified in Part II of this agreement. Subsequent installment payments shall be due and payable at intervals of one year thereafter. Any payment of principal may be made prior to its due date.

2. Interest on the unpaid balance of the principal due the Government of the exporting country for the commodities delivered in each calendar year shall be paid as follows:

a. In the case of Dollar credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment

is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

3. For the period of time from the date the interest begins to the due date for the first installment payment, the interest shall be computed at the initial interest rate specified in Part II of this agreement. Thereafter, the interest shall be computed at the continuing interest rate specified in Part II of this agreement.

E. Deposit of Payments

The Government of the importing country shall make, or cause to be made, payments to the Government of the exporting country in the currencies, amounts, and at the exchange rates provided for in this agreement as follows:

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington,

D.C. 20250, unless another method of payment is agreed upon by the two governments.

2. Payments in the local currency of the importing country (hereinafter referred to as local currency), shall be deposited to the account of the Government of the United States of America in interest bearing accounts in banks selected by the Government of the United States of America in the importing country.

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the currency use payment, if any, made by the government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The government of the importing country shall furnish, in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the

government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

The computation of the initial payment, currency use payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

All payments shall be in United States dollars or, if the Government of the exporting country so elects,

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement; or

2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

The two Governments shall take maximum precautions to assure that sales of agricultural commodities pursuant to this agreement will not displace usual marketings of the exporting country in these commodities or unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with countries the Government of the exporting country considers to be friendly to it (referred to in this agreement as friendly countries). In implementing this provision the Government of the importing country shall:

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

2. take steps to assure that the exporting country obtains a fair share of any increase in commercial purchases of agricultural commodities by the importing country.

3. take all possible measures to prevent the resale, diversion in transit, or transshipment to other countries or the use for other than domestic purposes of the agricultural commodities purchased pursuant to this agreement (except where such resale, diversion in transit, transshipment or use is specifically approved by the Government

of the United States of America); and

4. take all possible measures to prevent the export of any commodity of either domestic or foreign origin, which is defined in part II of this agreement, during the export limitation period specified in the export limitation table in Part II (except as may be specified in Part II or where such export is otherwise specifically approved by the Government of the United States of America.)

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

Part II describes the program the Government of the importing country is undertaking to improve its production, storage, and distribution of agricultural commodities. The Government of the importing country shall furnish in such form and at such time as may be requested by the Government of the exporting country, a statement of the progress the Government of the importing country is making in carrying out such self-help measures.

D. Reporting

In addition to any other reports agreed upon by the two governments, the Government of the importing country shall furnish at least quarterly for the supply period specified in Part II, Item I of this agreement and any subsequent comparable period during which commodities purchased under this agreement are being imported or utilized.

1. the following information in connection with each shipment of commodities under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; and the condition in which received.

2. a statement by it showing the progress made toward fulfilling the usual marketing requirements;

3. a statement of the measures it has taken to implement the provisions of sections A 2 and 3 of this Article; and

4. statistical data on imports by country of origin and exports by country of destination, of commodities which are the same as or like those imported under the agreement.

E. Procedures for Reconciliation and Adjustmen of Accounts

The two Governments shall each establish appropriate procedures to facilitate the reconciliation of their respective records on the amounts financed with respect to the commodities delivered during each calendar year. The Commodity Credit Corporation of the exporting country and the Government of the importing country may make such adjustments in the credit accounts as they mutually decide are appropriate.

F. Definitions

For the purposes of this agreement:

1. delivery shall be deemed to have occurred as of the on-board date shown in the ocean bill of lading which has been signed or initialed on behalf of the carrier,

2. import shall be deemed to have occurred when the commodity has entered the country, and passed through customs, if any, of the importing country, and

3. utilization shall be deemed to have occurred when the commodity is sold to the trade within the importing country without restriction on its use within the country or otherwise distributed to the consumer within the country.

G. Applicable Exchange Rate

For the purposes of this agreement, the applicable exchange rate for determining the amount of any local currency to be paid to the Government of the exporting country shall be a rate in effect on the date of payment by the importing country which is not less favorable to the Government of the exporting country than the highest exchange rate legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest exchange rate obtainable by any other nation. With respect to local currency:

1. As long as a unitary exchange rate system is maintained by the Government of the importing country, the applicable exchange rate will be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency.

2. If a unitary rate system is not maintained, the applicable rate will be the rate (as mutually agreed by the two Governments) that fulfills the requirements of the first sentence of this section G.

H. Consultation

The two Governments shall, upon request of either of them, consult regarding any matter arising under this agreement, including the operation of arrangements carried out pursuant to this agreement.

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in subsection 103 (1) of the Act.

PART II. PARTICULAR PROVISIONS

Item I. Commodity Table

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Million Dollars)
Wheat/Wheat Flour (Grain Equivalent Basis)	1979	105,000	$ 15.0

Item II. Payment Terms: (Convertible Local Currency Credit - CLCC)

1. Initial Payment - None
2. Currency Use Payment - None
3. Currency Use Offset - Up to one hundred percent (100%) of the value of financing provided under this agreement, to support the Food for Development Program identified in Item VII.
4. Number of Installment Payments - Thirty-one (31)
5. Amount of Each Installment Payment - Approximately equal annual amounts
6. Due Date of First Installment Payment - Ten (10) years after date of last delivery of commodities in each calendar year
7. Initial Interest Rate - Two percent (2%)
8. Continuing Interest Rate - Three percent (3%)

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Wheat and/or Wheat Flour (Grain equivalent basis)	1979	2,000,000

Item IV. Export Limitations

A. The export limitation period shall be U.S. fiscal year 1979 or any subsequent U.S. fiscal year during which commodities financed under this agreement are being 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 wheat/wheat flour--wheat, wheat flour, rolled wheat, semolina, farina and bulgar (or the same product under a different name).

Item V. Self-Help Measures

A. In accordance with Part I, Article III (c), Paragraph B below describes the program that the GOE is undertaking to improve its production, storage and distribution of agricultural commodities. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and enabling the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of Egypt will undertake the following programs and provide adequate financial, technical and managerial resources for their implementation:

1. To encourage establishment of self-sufficient private sector agricultural cooperatives and encourage the use of improved technologies. Emphasis should initially be placed on planning, management and training.

2. Construct modern storage facilities for agricultural commodities such as grains, tallow and fats, including specific quantitative targets for port areas, inland terminal locations, market towns and other storage as needed.

3. Further improvement of the present irrigation system through drainage, rehabilitation and better management of the existing water supply with special attention devoted to decreasing the salinity of the soils.

4. To have completed by September 30, 1979, a review and analysis of pricing policies for agricultural inputs, e.g., fertilizer, and for agricultural outputs that provides a basis for possible changes in the system of output incentives and in systems for the allocation and the use of inputs.

5. To develop firm plans by June 30, 1979, for improving the GOE's capacity within the agricultural sector for data collection, analyses and the use of results in planning developmental programs and in determining production, pricing and marketing policies.

6. Within the framework of the five-year plan to have completed for use in the 1980 budget process, a reassessment of agricultural sector investment levels, with particular focus on investment level targets for improvement of existing agricultural lands as well as development of marginal lands. This includes, as part of this process, the study of alternative options for land use in those lands presently under cultivation such as use of improved seeds, fertilizers or a change in the cropping patterns at the same time encouraging pilot projects in marginal lands not yet under cultivation.

7. Utilizing the results of the agricultural mechanization feasibility study, and other relevant information that may be available, to undertake the initial steps for the formulation of a national agricultural mechanization policy which would encourage the identification, development and application of appropriate small farm machinery.

8. To undertake a comprehensive review of subsidies on food items with a view toward developing a plan by September 30, 1979 for gradual rationalization of subsidies that will protect lower-income groups from harmful price increases on basic food items.

9. To undertake an analysis of the present public and private family planning program with the aim of identifying key bottlenecks and developing a strategy for overcoming these by September 30, 1979.

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 Food for Development Program identified in Annex B. To the extent that the proceeds are not used for such purposes, they may be used for the self-help measures set forth in Item V and for the following economic development sectors: agriculture and rural development. However, only currencies used for the Food for Development (Title III) Program will be eligible for credit for Title I loan indebtedness as set forth in Annex A, Item III.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the levels of the poorest of the recipient country's people and their capacity to participate in the development of their country.

Item VII. Food for Development Program to Which Currency Use Offset Applies:

Annexes A and B set forth the understandings of the parties concerning the Food for Development Program to be undertaken by the GOE with the proceeds from the sale of agricultural commodities financed by this agreement; in the event of any inconsistencies between the provisions of Parts I, II and III of this agreement and Annexes A and B, such annexes shall be controlling.

Annexes A and B are incorporated in the agreement. Annex A is intended to be applicable to the Food for Development Program for Egypt. Annex B describes the specific Food for Development Program of the GOE.

Part III - FINAL PROVISIONS

A. This agreement may be terminated by either Government by notice of termination to the other Government for any reason, and by the Government of the exporting country if it should determine that the self-help program described in the agreement is not being adequately developed. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

This Agreement shall enter into force upon signature.

B. IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present agreement.

DONE at Cairo, in duplicate, this twentieth day of March, 1979.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

[1]

FOR THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT

[2]
Minister of Supply and Home Trade

[3]
Minister of Economy, Foreign Trade and Economic Affairs

[4]
Minister of State for Cabinet Affairs and Local Government

[1] Hermann Fr. Eilts.
[2] Nasef Tahun.
[3] Hamed A. El Sayeh.
[4] Soliman Metwalli.

ANNEX A

FOOD FOR DEVELOPMENT PROGRAM

The Government of the United States of America (USG) and the Government of the Arab Republic of Egypt (GOE).

Recognizing the policy of the USG to use its agricultural productivity in a manner which will establish a strong relationship between food assistance and efforts by the GOE to increase the availability of food for the poor, and to improve in other ways the quality of their lives; and

Having agreed upon a proposal for the intended use of commodities or funds generated from the sale of such commodities to increase the access of the poor in Egypt to a growing and improving food supply through activities designed to improve the production, protection and utilization of food, and to increase the well-being of the poor in the rural sector of Egypt; and

Desiring to set forth the understandings that will govern the sale of agricultural commodities in Egypt in order to carry out the above-mentioned proposal pursuant to the authority of the Agricultural Trade Development and Assistance Act of 1954, as amended (hereinafter referred to as the Act), and the measures the two governments will undertake to further the above-mentioned policies;

Agree as follows:

Item I. Responsibilities of the USG

A. Subject to the availability of funds and commodities, the USG agrees to furnish credit under authority of Title I of the Act to the GOE for the purchase of agricultural commodities over the life of the Food for Development Program as set forth in Annex B of this agreement.

B. On receipt of satisfactory evidence of disbursements from the special account for eligible uses by the GOE described below for the activities and/or programs described in Annex B, the USG will apply such disbursements against the Title I payment obligation incurred under this agreement as set forth in Items II and III below.

Item II. Responsiblities of the GOE

A. The GOE agrees to carry out the program detailed in Annex B. In carrying out such program, the GOE agrees that it will:

1. Use the proceeds generated from the sale of agricultural commodities financed under this agreement to finance the development activities specified in Annex B in accordance with its provisions.

2. Submit on or before November 1 of each year during the period of this agreement a comprehensive report to the USG on the activities and progress achieved under the Food for Development Program, for the United States fiscal year ending September 30 including, but not limited to, a comparison of results with program targets, a specific accounting for commodities and funds generated, their uses, the outstanding balances at the end of the most recent fiscal year, and any recommendations of the GOE for modification and improvement of the Food for Development Program.

3. Maintain adequate records for not less than three years after completion of the program to permit review and audit by the USG of measures taken to implement the Food for Development Program.

B. The Government of Egypt agrees to establish a special account in which it will deposit the proceeds in accordance with Article II F of this agreement, and to maintain the special account subject to the following conditions:

1. The local currency equivalent of each dollar disbursement by CCC will be deposited not later than six calendar months after the date of disbursement by CCC, using the exchange rate specified in Article II F, as of the date of disbursement by CCC.

2. Local currency deposited will be disbursed for the program set forth in Annex B of this agreement.

Item III. Credit for Title I Loan Indebtedness

The USG and the GOE agree that:

A. The dollar equivalent of local currency disbursed for eligible uses identified in Annex B shall be calculated at the exchange rate specified in Part I, Article III G of the agreement, applicable on the date of disbursement from the special account. The dollar equivalent of local currency disbursed for the eligible uses identified in Annex B shall be credited towards the payment of earliest installments coming due according to Part I, Article II H of this agreement.

B. For the period during which disbursements are made in accordance with Paragraph A above, the GOE will furnish the USG a quarterly report of the deposits and disbursements made, certified by the appropriate audit authority of the GOE and a description of the activities for which the disbursements were made.

C. The government of the exporting country will provide a schedule showing application of disbursements from the special account to Title I payment obligations. As may be appropriate, an initial schedule and a schedule(s) reflecting any additions or other changes thereto, will be provided as timely as possible with respect to applicable Title I loan installment due dates.

D. The USG reserves the right to review use of disbursements and to determine eligibility for application against Title I payment obligations under this agreement. If the USG determines that a disbursement was made for an ineligible use, notice of such ineligibility shall be given by the USG to the GOE and the two governments shall, upon request of either, consult regarding such ineligibility. If the notice of ineligibility is not rescinded by the USG within 90 days of receipt of such notice by the GOE, disbursements for the ineligible uses shall not be eligible for application to any indebtedness, and, at the option of the USG the equivalent amount shall be restored to the special account. To the extent that any installment is determined to be past due as a result of disbursements from the special account having been determined to be ineligible for application to any Title I indebtedness interests shall accrue on the obligation from the originally scheduled due date until paid.

E. The USG shall have the right at reasonable times to inspect activities under the FFD Program and inspect and audit records, procedures, and methods pertaining to the disbursements made from the special account.

F. If currencies have not been deposited or remain in the special account two years after completion of the five-year program as set forth in Annex B, the GOE shall use the remaining currencies for the self-help measures specified in Item V of Part II of the agreement or for such economic development purposes as the two governments may agree.

G. Annually at such time as the two governments may agree, representatives of the parties will meet in a place mutually agreed upon,

to discuss and review the progress of the Food for Development Program to consider modifications and improvements, and to review the amounts and kinds of commodities financed under this agreement during that year of the Food for Development Program.

Item IV. Implementation of the Food for Development Program

A. The Food for Development Program, which is further described in Annex B, will consist of a five-year program that enables village councils in eleven of the twenty rural governorates of Egypt to implement agricultural productivities and rural services infrastructure projects (basic village services-BVS) in the decentralized local planning and implementation mode now favored by the Government of Egypt.

B. The Food for Development Program will consist of the following activities to be carried out under the basic village services program: standpipe potable water; inter-village dirt roads; village storage facilities; main village sewage drains; sanitation facilities; village abattoirs and meat markets; irrigation and canals; household water connections; etc. Annex B amplifies the above description of the FFD activities.

C. From time to time, the parties may use jointly agreed-upon implementation letters to confirm and record their mutual understanding of aspects of the implementation of this agreement. Implementation letters will not be used to amend the text of this agreement but can be used to record revisions or exceptions which are permitted by the agreement.

D. For the purpose of negotiating and executing implementation letters, the government of the importing country will be represented by the individual holding or acting in the office of the Minister of State for Local Government, and the government of the exporting country will be represented by the individual holding or acting in the office of the U.S. Ambassador, each of whom, by written notice, may designate additional representatives. Each party will provide the other party with the names of its representatives and their specimen signatures, and may accept as duly authorized any implementation letter signed by any one of such representatives of the other party prior to receipt of written notice of revocation of their authority.

Item V. Suspension of the Agreement

The USG shall annually review the performance and implementation of this agreement by the GOE. If the USG finds that the provisions of this agreement are not being substantially met upon prior written notice to the government of the importing country, no further financing under this agreement shall be extended until the end of the following United States fiscal year or until the situation is remedied, whichever occurs first, unless the failure to meet the provisions is due to unusual circumstances beyond the control of the GOE.

ANNEX B

PROGRAM DESCRIPTION

Item I. Goal

The goal of this Food for Development Program is to reinforce and strengthen decentralized local government in Egypt so that it more effectively supports agricultural and rural development. The Government of Egypt (GOE) has proposed a multi-year effort to enable village councils in 11 of the 20 rural governorates of Egypt to select and implement agricultural productivity and rural services infrastructure projects (Basic Village Services - BVS).

Item II. Program Objectives

The following objectives will be met:

A. Public Law 52 will be implemented in such a way that the physical, social, and economic components of a rural development strategy will be effectively supported among all levels of government.

B. Government inter-ministerial coordination will effectively ensure that all policy, technical, and management inputs mesh in support of village council Basic Village Services needs.

C. Popular participation in local economic development and the provision/distribution/operation of services and infrastructure will be effectively promoted through the village councils.

D. The Organization for Reconstruction and Development of the Egyptian Village (ORDEV) will be organized and operated in a manner that will effectively support the operations of the Title III supported Basic Village Services program.

E. Basic Village Services projects will be defined, designed and implemented in ways which most expeditiously meet village needs using available Egyptian technical advice and locally obtainable materials.

F. GOE will develop opportunities during the various stages of the Title III program so that World Bank foreign exchange inputs and USG-funded special technical assistance can be programmed into the operations, where appropriate.

G. The GOE will continue to provide financing of Basic Village Services activities during the period of the Title III program and thereafter.

Item III. Background and Setting

A. History of Egyptian Rural Development Policy

Egypt's rural development process began 26 years ago when major agrarian land reform measures were adopted. In subsequent years, the GOE has fostered rural development through various means. These have included creation and widespread distribution of government-provided technical and social services in rural areas, agricultural development, administrative reorganization, tax reforms and a gradual expansion of roads, potable water, and other infrastructural facilities in rural areas.

As a result, Egypt has developed one of the more advanced rural development programs and sets of research and development (RD) policies among the less developed countries of the world. But considering the fact that there are now 38 million Egyptians and, by the year 2000 there will be 70 million, present and projected rural facilities and programs require speeded expansion.

B. Rural Development in the Five-Year Plan

Egypt's new 1978/1982 Five-Year Plan reflects this situation and reasserts long-term rural development priorities: "...the Plan gives rural development sector investments capable of raising the farmers' economic and social standards, and of promoting village development and related services..."

C. Basic Village Services (BVS)

Even with the resources which will be made available under the Five-Year Plan, much remains to be accomplished in RD, including expansion and delivery of BVS. These are public in nature and ownership, highly visible and accessible to almost all people residing within the territory of the public unit which owns or supplies such services, and include both agricultural production-related infrastructure and rural public utilities infrastructure.

The basic system of local government in Egypt is increasingly geared to decentralization. The GOE expects this to foster RD. Each village governorate comprises a popularly elected council, an appointed chief executive and representatives from the technical ministries. Each village council has jurisdiction over (and representatives from) one main village and several satellite villages. Each council is legally empowered to plan technical projects (with the help of technical ministries), contract for services, purchase equipment, and make payment. Furthermore, enactment of Public Law 52 has provided certain additional revenues to village councils for local use in addition to 75 percent of the central government taxes levied on agricultural land. Governorates and districts are organized along similar lines with emphasis placed upon encouraging these various entities to plan, organize and implement RD activities including BVS.

Item IV. Program Description

The P.L. 480, Title III, Food for Development Program calls for:

A. A five-year program with an approximate annual value of $15,000,000 in Egyptian pounds to carry out the BVS program described in Annex A, IV, B above.

During the first year, the inter-agency committee will concentrate on Title III activities among three governorates chosen from Upper, Middle and Lower Egypt. Based on experience earned and comparative evaluation criteria developed during that year, additional governorates will be chosen for programming in subsequent years.

Recently, the GOE instituted a decentralization plan that enables governorates, districts and village councils to select and implement agricultural productivity and rural infrastructure activities.

However, this requires a wide range of technical and administrative services to support the installment of a program of Basic Village Services. The GOE has entrusted the responsibility of mobilizing the physical, financial, social and economic resources to ORDEV. Because of the many technical issues involved in expanding the infrastructural facilities, it will be necessary to engage and coordinate a large number of ministries and local administrations under the Inter-Ministerial Council, which has been established to carry out this rural development strategy.

B. Inter-Agency Committee Action

The Inter-Agency Committee is charged with formulating basic Title III planning and implementation procedures. It is chaired by a representative of ORDEV and contains representatives from the Ministries of Local Governments, Finance, Planning, Economy and Agriculture. After consultation with governorates the Inter-Agency Committee will approve a list of BVS categories that will be eligible for Title III funding.

C. Village Council Action

Upon being notified by the governorate of the approved list of eligible projects, village councils will submit detailed proposals to the governorate for review against governorate technical and policy criteria.

Once approved, the funds will be transferred from the Title III special account to the village council. This transfer mechanism is explained in detail elsewhere in Annex B.

Item V. Implementation Procedures

A. General

Early in each U.S. fiscal year throughout the life of the PFD agreement, the GOE and the USG will agree on the specific quantity and value of P.L. 480 commodities to be supplied during that year and the program of development to be undertaken.

This Agreement will provide that the GOE capitalize a discrete Title III project account with the proceeds from the sales in Egypt of commodities financed under Title III. However, the GOE may elect to capitalize the account from general revenues in the amount to be financed under Title III, in which event the proceeds will be used to repay the General Revenue Account from which the Title III account has been capitalized. No disbursements to village accounts under Subparagraph G below will be made prior to the delivery of the commodities as defined in Part I, Article III F, of this agreement. The amount of disbursements from the account shall not exceed at any time the value of CCC/USDA disbursements for the commodities which have been delivered.

B. Selection of Governorates

The initial three governorates in which BVS will take place have been designated. It is anticipated that new governorates will be added through subsequent agreements at the approximate rate of two per year, as selected by the Inter-Agency Committee of the GOE and the USG.

C. Selection of Eligible Sub-Project Categories

Each year the USG and the Inter-Agency Committee will develop an agreed-upon list of the BVS categories eligible for funding within each governorate covered by the agreement. The lists may differ for each locality. These lists will form the parameters of the annual BVS program in each governorate and will be consistent with governorate, regional and national planning guidance. An initial sum will be identified against each category for planning purposes, but governorates will be free to redistribute funds among the accepted categories. In the development of these lists emphasis shall be given to those projects which are directed at improving the access of the poor to an increased food supply and to improving the well-being of the poor.

D. Amendments to Sub-Projects Lists and Governorates BVS Budgets

Additions to the list of BVS categories for any governorate can be amended upon written agreement among the governorate, the Inter-Agency Committee and USG. Unless agreed upon by the USG, annual budget totals for governorates will not be subject to amendment, but unspent balances can be carried forward to the following year. Unless agreed upon by the USG, annual governorate budgets will be uniform, with all governorates receiving the same total budget figure.

E. Governorate Procedures

When the Title III agreement is signed and the funds deposited in the central bank, each eligible governorate will be notified. Notification will take the form of a stated budget total for the year and a list of the eligible BVS categories against which village council planning and design can proceed.

Each eligible governorate will inform all village councils in that governorate and solicit detailed proposals. Using its own technical policy and priority criteria each governorate will then review the village council proposals and decide which should be funded, up to the annual budget limit. Insofar as practicable, each village council should receive some funds for projects in order that benefits from Title III programming may be as widespread as feasible.

The governorate will present its budget with the technically reviewed list of projects to be funded to the Inter-Agency Committee. The latter, as the central government's committee charged with formulating basic Title III planning and implementation procedures, will review for adherence to criteria of eligibility and budget. It will then forward approvals to the Ministry of Finance and the Ministry of Planning. ORDEV will release funds from the special account to the governorates, earmarked according to project and village council. The governorate will notify the village councils that have received approval and those councils together with their support village executive units will begin implementation of the projects.

F. Village Council Operations

The village council will be the implementing agent for each basic village service project. Under existing laws and regulations the council has full power to handle all contracting, purchasing, etc. Technical specification of tenders, procurement documentation, etc., are approved or rejected by the government technical representative located in the village council, unless required at a higher level.

G. Disbursement for Credit of Offset Against Indebtedness

Village councils will make requests for funding of specified projects under this program. When technically reviewed and administratively approved, the GOE will transfer necessary funds from the Title III special account to the bank account of the village council against a signed project agreement. This transfer will be considered a disbursement in furtherance of the goals of the Food for Development Program and will be eligible for offset against Title III indebtedness. The Ministry of Finance will provide documented evidence to the USG of such disbursement from the special account and deposit into the village council account. In no event will credit of offset against indebtedness occur prior to the sale of commodities provided under this agreement in the importing country.

H. Funding Eligibility

Funds from the Title III special account are restricted in their use. Funds from this account can only be used to pay for costs in connection with approved BVS projects. ORDEV will certify to USG that advances to village councils are made in accordance with this policy.

I. Reporting

Village councils will submit monthly progress and completion reports to the ORDEV representative at the governorate level. The governorate will prepare quarterly reports and certifications of completion of work on projects which will be forwarded to ORDEV with copies to the Ministries of Planning, Economy, Finance and Agriculture. ORDEV will send the reports, after review and approval, to the USG.

Item VI. Evaluation Benchmarks and Audits

A. Evaluation Benchmarks

1. By the end of the first year of the Title III program, the GOE and the USG shall have developed an evaluation methodology and associated quantifiable benchmarks which will provide the basis for annual evaluations of the progress in achieving the program objectives identified in Section II of Annex B. Development and putting into operation of the evaluation methodology and associated benchmarks will be a key benchmark for the evaluation of the first year's progress of the Title III program.

2. The benchmarks to be utilized in reviewing progress by the end of the first year of the program will include:

a. Development of the list of BVS categories that will be eligible for Title III funding. This list will include the categories suggested by the village councils that are appropriate for inclusion in the final BVS list.

b. The number and quality of specific project proposals and associated funding levels submitted by village councils for approval.

c. The number and quality of village council projects approved by the Inter-Agency Committee.

d. The amount of funds transferred from the Title III account to village council accounts for approved projects.

3. The evaluation methodology and associated benchmarks established and made operational by the end of the first year shall be incorporated into the second and subsequent years' program agreements. The benchmarks will include the general criteria presented below.

a. The GOE is continuing to make adequate levels of funding available to the project during the life of the project, and to the quantifiable degree to which the GOE has committed itself to increasing funding levels both during and after the project as defined in Item II(G) of this Annex.

b. Reinforce and strengthen decentralized local governments in a manner that will develop operational projects in support of agricultural and rural development.

c. BVS projects undertaken at the initiative of village councils are firmly planned, designed, engineered and operational under field conditions.

d. Special or regular institutional mechanisms are providing funds, technical support and policy actions for village projects.

e. Annual progress made towards (a) extending BVS operations to other governorates and to, at least, 11 governorates by the end of the fifth year, and (b) citing selection and funding systems that will insure at least 80 percent of rural village councils in targeted governorates are benefitting from BVS activities.

f. To assure that performance monitoring comparative evaluation reports are regularly carried out on BVS projects.

B. Audits

Should audits reveal that a project has not been completed or is not up to prevailing acceptable standards of construction and progress, the GOE will be formally notified of the deficiency. Based on the audits, the USG reserves the right to disallow forgiveness in cases of gross or persistent deficiency.

Item VII. Other Provisions

A. Multiyear Programming

Although the Food for Development (Title III) agreements will be signed on a year-by-year basis, the proposal includes language indicating a commitment on the part of both governments that these annual agreements will form a multi-year program covering the basic village service project. The quantity and value to be promoted each year will be subject to P.L. 480 funding and commodity availabilities.

B. Monitoring

The monitoring and audits of the basic village service programs will be based on benchmarks, guidelines and goals set up to evaluate programs made in carrying out the village projects. Each project will be evaluated not less than annually in accordance with requirements covered in Item II A(2) and (3), and Item III E of Annex A. Additional review and evaluation requirements of Item III (B), Item III (D) and Item III (G) of Annex A will be covered by the monitoring system.

CANADA

Express Mail Service

Agreement, with detailed regulations, signed at Ottawa and Washington July 18 and 23 and August 14, 1979;
Approved and ratified by the President of the United States of America September 14, 1979;
Entered into force August 14, 1979;
Effective August 1, 1979.

INTERNATIONAL EXPRESS MAIL AGREEMENT

BETWEEN

THE UNITED STATES POSTAL SERVICE

AND

THE POSTAL ADMINISTRATION OF CANADA

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PREAMBLE

The United States Postal Service and the Postal Administration of Canada, desiring to initiate in accordance with article 6 of the Universal Postal Convention, a service for the accelerated exchange of postal items between the United States of America and Canada, have concluded the following Agreement.

ARTICLE 1

PURPOSE OF THE AGREEMENT

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

ARTICLE 2

DEFINITION OF TERMS

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

1. Administration - an abbreviated form used to refer to one of the postal administrations of the countries signatory to this Agreement.

2. Articles and paragraphs - articles and paragraphs of the Agreement, except when the context indicates an article which is or can be inserted into an item.

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3. Convention - the Universal Postal Convention [1] adopted by the Congress of the Universal Postal Union from time to time, as adopted by the countries signatory to this Agreement.

4. Detailed Regulations of the Convention - the Detailed Regulations of the Universal Postal Convention enacted by the Congress of the Universal Postal Union from time to time.

5. International Express Mail Service - the service established by this Agreement, the domestic counterparts of which are Priority Post Service in Canada and Express Mail Service in the United States.

6. References to the internal legislation of either country or to the regulations of either administration are to the legislation or general regulations governing the matter in question which are applicable regardless of the country of origin.

ARTICLE 3

CHARGES TO BE COLLECTED FROM THE SENDER

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

[1] TIAS 5881, 7150, 8231; 16 UST 1291; 22 UST 1056; 27 UST 345.

ARTICLE 4

CHARGES TO BE COLLECTED FROM THE ADDRESSEE

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

ARTICLE 5

CONDITIONS OF ACCEPTANCE

Provided that the contents do not come within the prohibitions referred to in article 6, each item to be admitted into the International Express Mail service shall:

(a) be packed in a manner adapted to the nature of the contents and the conditions of transport;

(b) bear the name and address of the addressee and of the sender; and

(c) satisfy the conditions of weight and size fixed by article 7.

ARTICLE 6

PROHIBITIONS

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

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

ARTICLE 7

LIMITS OF SIZE AND WEIGHT

1. An item of International Express Mail:

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

   (b) shall not exceed 20 kilograms in weight.

2. The administrations may agree by exchange of correspondence to change the size limits established in paragraph 1.

ARTICLE 8

TREATMENT OF ITEMS WRONGLY ACCEPTED

1. When an item containing an article prohibited under article 6 has been wrongly admitted to the post, the prohibited article shall be dealt with according to the legislation of the country of the administration establishing its presence.

2. When the weight or the dimensions of an item exceed the limits established under article 7, it shall be returned to the administration of origin if the regulations of the administration of destination do not permit delivery.

3. When a wrongly admitted item is neither delivered to the addressee nor returned to origin, the administration of origin shall be informed how the item has been dealt with and of the restriction or prohibition which required such treatment.

ARTICLE 9

GENERAL RULES FOR DELIVERY AND CUSTOMS CLEARANCE

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

2. Each administration shall make every effort to expedite the customs clearance of International Express Mail items.

ARTICLE 10

UNDELIVERABLE ITEMS

1. After every reasonable effort to deliver an item has proven unsuccessful, the item shall be held at the disposal of the addressee for the period of retention provided by the regulations of the administration of destination.

2. An item refused by the addressee shall be returned immediately to the administration of origin.

3. Each undeliverable item shall be returned to the administration of origin through the International Express Mail service.

4. Neither administration shall charge the other for the return of undeliverable items.

ARTICLE 11

ITEMS ARRIVING OUT OF COURSE AND TO BE REDIRECTED

1. Each item arriving out of course shall be redirected to its proper destination by the most direct route used by the administration which has received the item.

2. Neither administration shall charge the other for the redirection of items arriving out of course.

ARTICLE 12

INQUIRIES

1. Each administration shall answer in the shortest possible time, not to exceed one month, inquiries relating to any International Express Mail item posted by the other administration.

2. Inquiries shall be accepted only within a period of four months from the day after that on which the item was posted.

3. This article does not authorize routine requests for confirmation of delivery.

ARTICLE 13

TRANSBORDER CONVEYANCE ON AIR CARRIERS

1. Each administration shall bear the costs of the transborder air conveyance of its own International Express Mail items, irrespective of which country's air carriers are used for such conveyance.

ARTICLE 14

COMPENSATION FOR IMBALANCES

1. At the end of each year of this Agreement, the administration which has received a larger quantity of International Express Mail than it has sent during that year shall have the right to collect from the other administration, as compensation, an imbalance charge for the surface handling and delivery costs it has allocated for each additional item received.

2. Each administration shall establish an imbalance charge per item which shall correspond to the costs of services.

3. Modification of the imbalance charge may be made as follows:

   a. Each administration may increase its imbalance charge when such an increase is necessary due to an increase in the costs of services.

   b. To be applicable, any such modification of the imbalance charge must:

      (i) be communicated to the other administration at least three months in advance;

      (ii) remain in force for at least one year.

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

ARTICLE 15

INTERNAL AIR CONVEYANCE DUES

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

2. There shall be no internal air conveyance charge assessed under the provisions of this article for the first twelve month period after the beginning of the service.

ARTICLE 16

ONWARD AIR CONVEYANCE

1. The administrations may agree, by exchange of correspondence, to provide onward air conveyance services under the terms of this article.

2. Each administration shall, upon agreement under paragraph 1 of this article, provide onward air conveyance service to or from any country with which it exchanges International Express Mail items, for items addressed to or originating in the other administration and shall provide approximate onward air conveyance times.

3. For each item forwarded pursuant to this article, the administration providing onward air conveyance services shall be authorized to collect from the other administration the onward air conveyance rates applicable to airmail under the Convention.

ARTICLE 17

NO ADDITIONAL RATES, CHARGES OR FEES

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

ARTICLE 18

APPLICATION OF THE CONVENTION

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

ARTICLE 19

TEMPORARY SUSPENSION OF THE SERVICE

1. Each administration may temporarily suspend the service, either wholly or in part, if exceptional circumstances justify this.
2. The other administration shall be notified immediately, if need be by telegram, telex or telephone. Immediate notification likewise shall be given when the suspended service is resumed.

ARTICLE 20

DETAILED REGULATIONS

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

2. The provisions of the Detailed Regulations may be amended, not inconsistently with this Agreement, by mutual consent by means of correspondence between officials of each administration who have been authorized to make such amendments.

ARTICLE 21

ADDITIONAL RULES AND REGULATIONS

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

ARTICLE 22

ENTRY INTO FORCE AND DURATION OF THE AGREEMENT

1. This Agreement shall enter into force on the date mutually agreed upon by the administrations, after it is signed by the authorized representatives of both administrations.[1]

2. This Agreement shall continue in force until terminated by agreement between the administrations, or by either administration upon six months previous notice given to the other in writing.

[1] Aug. 14, 1979.

Done in the English and French languages, both being equally authentic.

Done in duplicate and signed at Washington, D.C., on the 18th day of July, 1979, and at Ottawa on the 23rd day of July, 1979.

FOR THE UNITED STATES POSTAL SERVICE:

W F Bolger [1]
Postmaster General

FOR THE POSTAL ADMINISTRATION OF CANADA:

J C Corkery [2]
Deputy Postmaster General

[1] W. F. Bolger.
[2] J. C. Corkery.

DETAILED REGULATIONS OF THE INTERNATIONAL

EXPRESS MAIL AGREEMENT

BETWEEN

THE UNITED STATES POSTAL SERVICE

AND

THE POSTAL ADMINISTRATION OF CANADA

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

ARTICLE 101

INFORMATION TO BE SUPPLIED BY THE ADMINISTRATIONS

1. Each administration shall notify the other administration of:

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

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

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

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

ARTICLE 102

ADDRESS OF THE SENDER AND OF THE ADDRESSEE

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

ARTICLE 103

SCHEDULED SERVICE

1. Each administration shall offer scheduled service on a contractual basis to customers who agree to use the service on a designated schedule to send items to designated addressees.

2. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which scheduled service is available, based upon the time schedules of the international flights used to carry scheduled items.

3. For each scheduled service contract, the administration of origin shall provide the administration of destination with the following information at least twenty days prior to commencing service pursuant to such contract:

   (i) the identification number of the customer contract, which number shall be indicated on each item sent;

   (ii) the name and address of the designated addressee;

   (iii) the days of the week designated by the customer as scheduled dispatch days;

   (iv) the time of day delivery is requested; and

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

4. Any amendment to the information provided in accordance with this article shall be notified without delay.

ARTICLE 104

ON-DEMAND SERVICE

1. The administrations may agree to offer on-demand service which shall be available to customers on a non-scheduled basis.

2. Each administration shall provide the other administration with a list of the cities and other locations to which on-demand service is available.

3. Each administration shall provide the other administration with a schedule of approximate delivery times to each city or other location to which on-demand service is available based upon the time schedules of the international flights used to carry on-demand items.

4. Each administration shall inform the other administration of all identification marks or numbers which it uses for each on-demand item.

5. The administration of origin is not required to provide the administration of destination with notice prior to sending an on-demand item.

ARTICLE 105

PACKING REQUIREMENTS

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

2. Each item shall be packed and closed so as not to present any danger if it contains articles of a kind likely to injure officials called upon to handle it or to soil or damage other mail or postal equipment.

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

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

ARTICLE 106

GENERAL MAKE-UP OF MAILS

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

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

3. Each bag shall bear a label, showing the blue and orange chevron which has been adopted as the International Express Mail identification symbol. Each bag label shall clearly indicate the exchange office of destination.

ARTICLE 107

MANIFESTS

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

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

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

ARTICLE 108

AIR DISPATCH BILLS

1. A separate air dispatch bill shall be prepared for each dispatch.

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

ARTICLE 109

EXCHANGE OFFICES

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

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

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

ARTICLE 110

CHECK OF INTERNATIONAL EXPRESS MAIL

Upon receipt of an International Express Mail dispatch, the administration of destination shall check the contents of each dispatch to confirm their conformity with the manifest.

ARTICLE 111

NOTIFICATION OF IRREGULARITIES

1. Any evidence of missing or damaged bags or items shall be reported to the administration of origin without delay by telex or telephone and confirmed in writing.

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

ARTICLE 112

REDIRECTION OF ITEMS ARRIVING OUT OF COURSE

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

ARTICLE 113

RETURN OF ITEMS TO ORIGIN

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

ARTICLE 114

ACCOUNTING, SETTLEMENT OF ACCOUNTS

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

2. The procedure for accounting and for the settlement of accounts for traffic imbalances shall be as follows:

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

(b) Each administration shall prepare quarterly a statement of items received on a mutually acceptable form which indicates the number of items received in each dispatch based upon the particulars of the International Express Mail manifests. These forms shall be forwarded to the Administration of origin within two months from the end of the quarter.

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

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

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

3. Each administration shall pay, on behalf of the other administration, the domestic air carriers of its country for the transborder conveyance of International Express Mail items which are tendered to such carriers in the territory of the other administration, and pursuant to article 13 of the Agreement, shall be entitled to reimbursement of such payments from the other administration in accordance with the following procedures:

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

(b) Each administration shall prepare quarterly a statement of payments made to its airlines for transborder conveyance of items dispatched by the other administration. The statement shall indicate the weight, distance, and total amount paid for conveyance of each such dispatch, based upon the particulars of the International Express Mail air dispatch bills. This statement shall be forwarded to the origin administration within two months from the end of the quarter.

(c) After verifying the statement of payments, the origin administration shall advise the destination administration by correspondence of its acceptance.

If the verification reveals any discrepancies, a corrected statement shall be returned to the destination administration duly amended and accepted. If the destination administration disputes the amendments, it shall confirm the actual data by sending photocopies of relevant International Express Mail air dispatch bills to the origin administration. If the destination administration has received no notice of amendment within two months from the date of forwarding the quarterly statement of items received, the account shall be regarded as fully accepted.

(d) The creditor administration shall prepare annually a detailed account and statement of charges on a mutually acceptable form which indicates the total payments for such items dispatched by each administration and the excess it has paid which shall be the total amount due.

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

ARTICLE 115

DEFINITIONS

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

ARTICLE 116

PERIOD OF RETENTION OF DOCUMENTS

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

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

ARTICLE 117

ALTERATIONS OR AMENDMENTS

These Detailed Regulations may be altered or amended, not inconsistently with the Agreement, by mutual consent of the administrations by means of correspondence between officials of each administration who have been authorized to make such amendments.

ARTICLE 118

ENTRY INTO FORCE AND DURATION OF THESE DETAILED REGULATIONS

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

2. These Detailed Regulations, and any amendments hereto pursuant to article 117, shall have the same duration as the International Express Mail Agreement to which they refer.

Done in the English and French languages, both being equally authentic.

Done in duplicate and signed at Washington, D.C., on the 18th day of July, 1979, and at Ottawa on the 23rd day of July, 1979.

FOR THE UNITED STATES POSTAL SERVICE:

W. B. Bolger

Postmaster General

FOR THE POSTAL ADMINISTRATION OF CANADA:

J. Markwell

Deputy Postmaster General

ACCORD

ENTRE

LES ADMINISTRATIONS POSTALES

DES ETATS-UNIS D'AMERIQUE ET

DU CANADA CONCERNANT L'ECHANGE ACCELERE DU

COURRIER DU REGIME INTERNATIONAL

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PREAMBULE

Les administrations postales des Etats-Unis d'Amérique et du Canada désireuses d'établir, conformément à l'article 6 de la Convention postale universelle, un service pour l'échange accéléré d'envois postaux entre les Etats-Unis d'Amérique et le Canada sont convenues de ce qui suit:

ARTICLE 1

OBJET DE L'ACCORD

Le présent Accord régit l'échange accéléré d'envois postaux entre les Etats-Unis et le Canada, y compris les zones pour lesquelles les Administrations postales de ces deux pays exercent une responsabilité en ce qui a trait au courrier accéléré du régime international.

ARTICLE 2

DEFINITION DES TERMES

Aux fins du présent Accord, les termes ci-dessous sont définis comme suit:

1. Administration: abréviation désignant une des administrations postales des pays signataires de la présente entente.

2. Articles et paragraphes: les articles et paragraphes du présent Accord, sauf quand le contexte indique que le terme "article" désigne un objet qui est ou qui peut être inséré dans un envoi.

3. Convention: la Convention postale universelle adoptée par le Congrès de l'Union postale universelle de temps à autre, et adoptée par les pays signataires du présent Accord.

4. Règlement de la Convention: le Règlement de la Convention postale universelle arrêté de temps à autre par le Congrès de l'Union postale universelle.

5. Service de courrier accéléré du régime international: le service créé par le présent Accord auquel correspond le service de la Poste prioritaire dans le régime intérieur du Canada et le service "Express Mail" dans le régime intérieur des Etats-Unis.

6. Les renvois aux lois internes de chaque pays ou aux règlements de l'une ou l'autre administration s'appliquent à la loi ou au règlement général régissant le sujet en cause et qui s'applique, sans égard au pays d'origine.

ARTICLE 3

TAXES A PERCEVOIR DE L'EXPEDITEUR

Chaque administration établit les taxes à percevoir des expéditeurs dans son pays pour l'expédition des envois par ce service.

ARTICLE 4

TAXES ET DROITS A PERCEVOIR DU DESTINATAIRE

Chaque administration est autorisée à percevoir du destinataire les droits de douane et les autres droits non postaux pertinents qui, le cas échéant, sont redevables sur chaque envoi qu'elle distribue, ainsi qu'une taxe pour la perception de ces droits.

ARTICLE 5

CONDITIONS D'ACCEPTATION

Sous réserve que le contenu ne fasse pas partie des objets interdits énumérés à l'article 6, chaque envoi accepté au dépôt pour le service de courrier accéléré du régime international doit:

(a) être emballé de façon à convenir à la nature du contenu, ainsi qu'au mode et à la durée du transport;

90-991 O - 83 - 72

(b) porter le nom et l'adresse du destinataire et de l'expéditeur; et

(c) répondre aux conditions de poids et de dimensions établies à l'article 7.

ARTICLE 6

INTERDICTIONS

1. Les dispositions de la Convention concernant les interdictions s'appliquent à l'insertion d'articles dans les envois accélérés du régime international.

2. Chaque administration doit communiquer à l'autre les renseignements nécessaires sur les règlements douaniers et d'autres règlements, ainsi que sur les interdictions et les restrictions frappant l'admission d'envois postaux dans ses services.

ARTICLE 7

LIMITES DE DIMENSIONS ET DE POIDS

1. Un envoi accéléré du régime international:

a) ne doit pas mesurer plus de 900 millimètres de côté, et la somme de la longueur plus le plus grand pourtour

mesuré dans un sens autre que celui de la longueur ne doit pas dépasser deux mètres; et

b) ne doit pas peser plus de 20 kilogrammes.

2. Les administrations peuvent convenir par correspondance de modifier les limites de dimensions et de poids établies au paragraphe 1.

ARTICLE 8

TRAITEMENT DES ENVOIS ACCEPTES A TORT

1. Lorsqu'un envoi contenant un objet interdit en vertu de l'article 6 a été admis à tort à l'expédition, l'objet interdit est traité selon la législation du pays de l'administration qui en constate la présence.

2. Un envoi dont le poids ou les dimensions dépassent les limites établies à l'article 7 est renvoyé à l'administration expéditrice si le règlement de l'administration de destination n'en autorise pas la distribution.

3. Dans les cas où les envois admis à tort à l'expédition ne sont ni renvoyés à l'origine, ni remis au destinataire, l'administration d'origine doit être informée du traitement appliqué à ces envois et de la restriction ou de l'interdiction qui justifie ce traitement.

ARTICLE 9

REGLES GENERALES POUR LA DISTRIBUTION ET LE DEDOUANEMENT

1. Chaque administration doit, conformément à son règlement intérieur pour le genre de service utilisé, prendre toutes les mesures nécessaires pour livrer chaque envoi accéléré du régime international par le moyen le plus rapide.

2. Chaque administration doit prendre toutes les mesures nécessaires pour assurer un dédouanement rapide des envois accélérés du régime international.

ARTICLE 10

ENVOIS NON DISTRIBUABLES

1. Si l'administration de destination, malgré des efforts raisonnables, n'a pas réussi à livrer l'envoi, ce dernier est tenu à la disposition du destinataire pendant le délai de garde prévu par son règlement.

2. Les envois refusés par le destinataire doivent être renvoyés immédiatement à l'administration d'origine.

3. Chaque envoi non distribuable doit être renvoyé à l'administration d'origine par le service de courrier accéléré du régime international.

4. Aucune administration ne doit percevoir de l'autre un droit pour le renvoi des envois non distribuables.

ARTICLES 11

RECEPTION ET REEXPEDITION DES ENVOIS EN FAUSSE DIRECTION

1. Tout envoi arrivant en fausse direction doit être réexpédié à la bonne destination par la voie la plus directe utilisée par l'administration qui reçoit l'envoi.

2. Aucune administration ne doit percevoir de l'autre un droit pour la réexpédition d'envois arrivant en fausse direction.

ARTICLE 12

DEMANDES DE RENSEIGNEMENTS

1. Chaque administration doit répondre dans le plus bref délai, qui ne doit pas dépasser un mois, aux demandes de

renseignements portant sur tout envoi accéléré du régime international déposé par l'autre administration.

2. Les demandes de renseignements ne sont acceptées que pendant un délai de quatre mois à partir du lendemain du dépôt de l'envoi.

3. Le présent article n'autorise pas les demandes ordinaires de confirmation de livraison.

ARTICLE 13

TRANSPORT OUTRE-FRONTIERE PAR LES SOCIETES D'AVIATION

1. Chaque administration assume les coûts du transport outre-frontière par avion de ses envois accélérés du régime international, indépendamment du pays auquel appartiennent les sociétés d'aviation utilisées pour effectuer ce transport.

ARTICLE 14

COMPENSATION POUR LE DESEQUILIBRE DES ECHANGES

1. A la fin de chaque année régie par la présente entente, l'administration qui reçoit une quantité plus grande d'envois accélérés du régime international qu'elle n'en

expédie pendant cette année a le droit de percevoir de l'administration expéditrice, à titre de compensation, une rémunération pour les frais de traitement de surface et de distribution qu'elle affecte à chaque envoi reçu en plus.

2. Chaque administration établit une rémunération compensatrice par envoi qui correspond aux coûts des services.

3. La rémunération compensatrice peut être modifiée comme suit:

   a) Chaque administration peut augmenter la rémunération compensatrice lorsque la hausse est rendue nécessaire par une augmentation des coûts des services.

   b) Pour être valable, toute modification de la rémunération compensatrice doit:

      (i) être communiquée à l'autre administration au moins trois mois d'avance.

      (ii) rester en vigueur pour au moins une année.

4. Aucune rémunération compensatrice n'est perçue si la différence dans le nombre d'envois échangés pendant l'année est inférieure à mille.

ARTICLE 15

FRAIS DE TRANSPORT AERIEN INTERIEUR

1. Chacune des administrations qui effectuent le transport aérien d'envois à l'intérieur de son pays a le droit de recevoir des frais de transport aérien intérieur aux taux établis par les dispositions de la Convention qui régissent ces frais de transport aérien intérieur.

2. Aucun frais de transport aérien intérieur ne sera perçu en vertu du présent article pendant la période de douze mois qui suivra la mise à exécution du service.

ARTICLE 16

TRANSPORT AERIEN D'ACHEMINEMENT

1. Les administrations peuvent convenir par correspondance de fournir des services de transport aérien d'acheminement aux termes du présent article.

2. Sur conclusion d'un accord en vertu du paragraphe 1 du présent article, chaque administration doit fournir le service de transport aérien d'acheminement du courrier en

provenance ou à destination de tout pays avec lequel elle échange du courrier accéléré du régime international et qui est à destination ou en provenance de l'autre administration, ainsi que fournir les heures approximatives d'acheminement par transport aérien.

3. Pour chaque envoi acheminé conformément au présent article, l'administration fournissant les services de transport aérien d'acheminement est autorisée à percevoir de l'autre administration les tarifs de transport aérien d'acheminement applicables au courrier avion en vertu de la Convention.

ARTICLE 17

INTERDICTION DE PERCEVOIR DES TARIFS, DES TAXES OU DES DROITS SUPPLEMENTAIRES

Les administrations ne peuvent percevoir que les tarifs, les taxes et les droits établis dans le présent Accord.

ARTICLE 18

APPLICATION DE LA CONVENTION

La Convention et son Règlement s'appliquent, le cas échéant, par analogie, à toutes les situations qui ne sont pas expressément régies par le présent Accord ou son Règlement.

ARTICLE 19

SUSPENSION TEMPORAIRE ET REPRISE DU SERVICE

1. Chaque administration peut suspendre temporairement le service, en tout ou en partie, si des circonstances exceptionnelles le justifient.

2. L'autre administration doit être avisée immédiatement, au besoin par télégramme, télex ou téléphone. De même, un avis immédiat lui sera donné à la reprise du service suspendu.

ARTICLE 20

REGLEMENT D'EXECUTION

1. Les modalités de la mise en vigueur du présent Accord sont régies par son Règlement d'exécution.

2. Les dispositions du Règlement d'exécution peuvent être modifiées, si les modifications ne vont pas à l'encontre du présent Accord, par consentement mutuel et par correspondance échangée entre les agents de chaque administration qui ont reçu l'autorisation d'effectuer de telles modifications.

ARTICLE 21

REGLES ET REGLEMENTS SUPPLEMENTAIRES

Chaque administration est autorisée à adopter des règles et des règlements d'application pour l'exploitation du service dans son régime intérieur, s'ils ne vont pas à l'encontre du présent Accord ou de son Règlement.

ARTICLE 22

ENTREE EN VIGUEUR ET DUREE DE L'ACCORD

1. Le présent accord entre en vigueur à la date convenue par les administrations, après sa signature par les représentants autorisés des deux administrations.

2. Le présent Accord reste en vigueur jusqu'à ce qu'il expire par consentement ou soit annulé à la demande de l'une ou l'autre administration, sur préavis de 6 mois de l'une à l'autre.

Fait en langues anglaise et française, les deux versions faisant également foi.

Fait en double exemplaire et signé à Washington, D.C. le 14th jour de August, 1979, et à Ottawa le 23e jour de juillet, 1979.

POUR L'ADMINISTRATION POSTALE DES ETATS-UNIS D'AMERIQUE:

Le 'Postmaster General'

W.D. Bolger

POUR L'ADMINISTRATION POSTALE DU CANADA:

Le Sous-ministre des Postes

G. Yorkey

REGLEMENT D'EXECUTION DE L'ACCORD

ENTRE

LES ADMINISTRATIONS POSTALES

DES ETATS-UNIS D'AMERIQUE ET

DU CANADA CONCERNANT L'ECHANGE ACCELERE DU

COURRIER DU REGIME INTERNATIONAL

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Les soussignés ont établi le Règlement d'exécution suivant, en vertu de l'autorité qui leur a été confiée, afin de mettre en oeuvre l'Accord entre les administrations postales des Etats-Unis d'Amérique et du Canada concernant l'échange accéléré du courrier du régime international.

ARTICLE 101

RENSEIGNEMENTS QUE LES ADMINISTRATIONS DOIVENT FOURNIR

1. Chaque administration doit mettre l'autre administration au courant:
   (a) des dispositions de ses lois ou de ses règlements qui touchent le transport des envois accélérés du régime international;
   (b) des tarifs et des frais établis en vertu de l'Accord; et
   (c) des formules, des étiquettes, et des autres documents dont elle a besoin pour exécuter le service.

2. Toute modification apportée aux renseignements dont il est question au paragraphe 1 doit être signalée par écrit immédiatement à l'autre administration.

ARTICLE 102

ADRESSE DE L'EXPEDITEUR ET DU DESTINATAIRE

Chaque envoi accéléré du régime international n'est admis à la poste que s'il porte les noms et les adresses complètes de l'expéditeur et du destinataire, et ce en caractères romains et en chiffres arabes sur l'envoi lui-même ou sur une étiquette qui y est bien attachée.

ARTICLE 103

SERVICE A HORAIRE PREETABLI

1. Chaque administration propose un service contractuel aux clients qui acceptent d'utiliser le service selon un horaire établi pour expédier des envois à des destinataires déterminés.

2. Chaque administration fournit à l'autre un calendrier des heures de distribution approximatives dans chaque ville ou à tout autre endroit bénéficiant du service à horaire préétabli, fondé sur les horaires des vols internationaux utilisés pour transporter les envois bénéficiant du service à horaire préétabli.

3. Pour chaque contrat de service, l'administration d'origine doit fournir à l'administration de destination, vingt jours au moins avant le commencement du service établi par contrat, les renseignements suivants:

   i) le numéro matricule du contrat du client, qui doit figurer sur chaque envoi expédié;

   ii) le nom et l'adresse du destinataire déterminé;

   iii) les jours de la semaine que le client a désignés comme journées prévues d'expédition;

   iv) l'heure à laquelle la distribution est demandée;

   v) la ligne aérienne et le numéro du vol qui seront utilisés.

4. Toute modification ou tout renseignement fourni conformément au présent article doit être communiqué sans retard.

ARTICLE 104

SERVICE SUR DEMANDE

1. Les administrations peuvent se mettre d'accord pour offrir un service sur demande qui est disponible aux clients de façon non-programmée.

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2. Chaque administration fournit à l'autre une liste des villes et des autres endroits qui bénéficient du service sur demande.

3. Chaque administration fournit à l'autre un calendrier des heures de distribution approximatives dans chaque ville ou à tout autre endroit bénéficiant du service sur demande, fondé sur les horaires des vols internationaux utilisés pour transporter les envois sur demande.

4. Chaque administration doit fournir à l'autre toutes les mentions d'identification ou les chiffres qu'elle utilise pour chaque envoi sur demande.

5. L'administration d'origine n'est pas tenue d'avertir l'administration de destination avant l'expédition d'un envoi sur demande.

ARTICLE 105

EMBALLAGE

1. Chaque envoi doit être emballé et fermé d'une façon qui convient à son poids, à ses dimensions, et à la nature de son contenu, ainsi qu'au mode et à la durée du transport.

2. Chaque envoi doit être emballé et fermé de façon à éviter tout danger s'il contient des articles pouvant causer des blessures aux agents chargés du traitement ou de souiller ou d'avarier d'autres envois ou l'équipement postal.

3. Chaque envoi doit disposer, sur son emballage, d'un espace suffisant pour y mettre les mentions de service et pour y coller les étiquettes.

4. Chaque envoi qui nécessite un emballage spécial doit être conditionné selon la disposition concernant l'emballage dans le Règlement d'exécution de la Convention.

ARTICLE 106

CONFECTIONNEMENT DU COURRIER

1. Les dépêches de courrier accéléré du régime international doivent être closes et doivent être accompagnées des formules de manifestes prescrites par le présent Règlement d'exécution.

2. Les envois dans chaque dépêche doivent être mis dans des sacs bleus et orange du courrier accéléré du régime international.

3. Chaque sac doit porter une étiquette revêtue du chevron bleu et orange adopté comme symbole pour identifier le courrier accéléré du régime international. Chaque étiquette de sacs doit indiquer clairement le bureau d'échange de destination.

ARTICLE 107

MANIFESTES

1. Un manifeste du courrier accéléré du régime international, préparé sur une formule que les deux administrations acceptent, doit accompagner chaque dépêche.

2. Chaque envoi expédié par le biais du service à horaire préétabli doit être inscrit séparément sur le manifeste. Lorsqu'il s'agit d'un contrat de service à horaire préétabli et qu'aucun envoi n'est expédié, le numéro de contrat et le fait qu'aucun envoi n'a été expédié doivent être portés sur le manifeste.

3. Le fait que la dépêche contient des envois du courrier accéléré du régime international doit être signalé clairement sur le manifeste.

ARTICLE 108

BORDEREAUX DE LIVRAISON DES DEPECHES-AVION

1. Un bordereau de livraison des dépêches-avion doit être préparé pour chaque dépêche.

2. Le bordereau de livraison des dépêches-avion doit être revêtu d'une mention indiquant clairement que la dépêche contient du courrier accéléré du régime international.

ARTICLE 109

BUREAUX D'ECHANGE

1. L'échange de dépêches de courrier accéléré du régime international doit s'effectuer par les bureaux d'échange désignés par chaque administration.

2. Chaque administration désigne les bureaux d'échange pour le courrier accéléré du régime international qui participent au service et doit informer l'autre administration de l'endroit où se situe chacun de ces bureaux d'échange.

3. Chaque administration doit avertir l'autre d'avance lorsqu'elle remplace des bureaux d'échange ou qu'elle en ajoute.

ARTICLE 110

VERIFICATION DU COURRIER ACCELERE DU REGIME INTERNATIONAL

Lorsqu'elle reçoit une dépêche de courrier accéléré du régime international, l'administration de destination doit effectuer une vérification du contenu de celle-ci afin de s'assurer qu'il est conforme au manifeste.

ARTICLE 111

AVIS D'IRREGULARITES

1. L'administration d'origine doit être saisie sans retard, par télex ou par téléphone, de tout constat de la perte ou de l'avarie de sacs ou d'envois. Une confirmation par écrit doit être envoyée par la suite.

2. Toutes les autres mesures prises relativement à une irrégularité sont régies par les règlements de l'administration de destination.

ARTICLE 112

REEXPEDITION DES ENVOIS EN FAUSSE DIRECTION

L'administration qui effectue la réexpédition doit saisir l'administration d'origine, par télex ou par téléphone, des détails relatifs à la réception et à la réexpédition de chaque envoi ou de chaque sac reçu en fausse direction.

ARTICLE 113

RENVOI DES ENVOIS AU PAYS D'ORIGINE

Chaque administration qui renvoie un envoi au pays d'origine pour quelque raison que ce soit doit donner la raison de la non-

livraison sur l'envoi et sur le manifeste qui l'accompagne, soit par écrit, soit au moyen d'une impression de timbre ou d'une étiquette.

ARTICLE 114

COMPTABILITE, LIQUIDATION DES COMPTES

1. Les procédures de comptabilité et de liquidation des comptes relatifs au transport aérien intérieur sont régies par les dispositions se rapportant à la comptabilité des dépêches-avion dans la Convention.

2. Les procédures de comptabilité et de liquidation des comptes liées au déséquilibre des échanges doivent être les suivantes:

   (a) la liquidation doit s'effectuer à la fin de chaque année civile.

   (b) Chaque administration doit préparer chaque trimestre un relevé des envois reçus sur une formule que les deux administrations acceptent. Elle doit indiquer le nombre d'envois reçus dans chaque dépêche, fondé sur les données des manifestes du courrier accéléré du régime international. Ces relevés doivent être envoyés à l'administration d'origine moins de deux mois après la fin du trimestre.

(c) L'administration d'origine doit informer par écrit l'administration de destination qu'elle accepte les relevés des envois reçus, une fois qu'elle les aura vérifiés. Si la vérification révèle un écart, un relevé corrigé doit être renvoyé, dûment modifié et accepté, à l'administration de destination. Si l'administration de destination remet en cause les modifications, elle doit faire état des chiffres exacts en envoyant des photocopies des manifestes du courier accéléré du régime international pertinents et des avis d'irrégularités à l'administration d'origine. Le compte est considéré comme étant accepté au complet si l'administration de destination ne reçoit aucune modification moins de deux mois après la date d'expédition des relevés trimestriels des envois reçus.

(d) Lorsque chaque administration a accepté le relevé des envois reçus préparé par l'autre, l'administration créancière doit préparer chaque année un compte détaillé et un relevé des frais sur une formule que les deux administrations acceptent. La formule doit donner le nombre total des envois reçus et expédiés, le déséquilibre, le taux de compensation par envoi pour le déséquilibre, et la somme totale à payer.

(e) Les comptes doivent être liquidés moins de 6 mois après le dernier jour de la période de règlement.

3. Chaque administration doit payer, pour le compte de l'autre, les sociétés d'aviation de son pays pour le transport outre-frontière d'envois accélérés du régime international qui sont remis à ces sociétés d'aviation dans le territoire de l'autre administration. En vertu de l'article 13 de l'Accord, la première administration a droit à un remboursement des paiements qu'elle a effectués, selon les modalités suivantes:

(a) Le règlement doit se faire à la fin de l'année civile.

(b) Chaque administration doit préparer un relevé des paiements qu'elle a effectués à ses sociétés d'aviation pour le transport outre-frontière des envois expédiés par l'autre administration. Le relevé doit indiquer le poids, la distance, et le montant total payé pour le transport de chaque dépêche de ce genre, fondés sur les détails relevés des bordereaux de livraison du courrier-avion accéléré du régime international. Ce relevé doit être envoyé à l'administration d'origine moins de deux mois après la fin du trimestre.

(c) L'administration d'origine doit informer par écrit l'administration de destination qu'elle accepte les relevés des envois reçus, une fois qu'elle les aura vérifiés. Si la vérification révèle un écart, un relevé

corrigé doit être renvoyé, dûment modifié et accepté, à l'administration de destination. Si l'administration de destination remet en cause les modifications, elle doit faire état des chiffres exacts en envoyant des photocopies des bordereaux de livraison du courrier-avion accéléré du régime international à l'administration d'origine. Le compte est considéré comme étant accepté au complet si l'administration de destination ne reçoit aucune modification moins de deux mois après la date d'expédition des relevés trimestiels des envois reçus.

(d) L'administration créancière doit préparer chaque année un compte détaillé et un relevé des frais sur une formule que les deux administrations acceptent. Cette formule doit indiquer le total des paiements relatifs à ces envois expédiés par chaque administration et l'excédent qu'elle a payé, et qui constitue le montant total à percevoir.

(e) Les comptes doivent être liquidés moins de 6 mois après le dernier jour de la période de règlement.

ARTICLE 115

DEFINITIONS

Les définitions données à l'article 2 de l'Accord s'appliquent au présent Règlement d'exécution.

ARTICLE 116

DELAI DE CONSERVATION DES DOCUMENTS

1. Les documents du service doivent être conservés pendant au moins dix-huit mois à partir du lendemain du jour auquel ils se rapportent.

2. Un document se rapportant à un cas en litige ou à une enquête doit être conservé jusqu'à ce que la question soit liquidée. La question est considérée comme étant liquidée si l'administration effectuant l'enquête, après avoir été saisie des résultats de l'enquête, ne soulève aucune objection en moins de six mois après la date de la communication.

ARTICLE 117

REMANIEMENTS OU MODIFICATIONS

Le présent Règlement d'exécution peut être remanié ou modifié, si les remaniements ou les modifications ne vont pas à l'encontre de

l'Accord, par consentement mutuel et par correspondance échangée entre les agents de chaque administration qui ont reçu l'autorisation d'effectuer de telles modifications.

ARTICLE 118

ENTREE EN VIGUEUR ET DUREE DU REGLEMENT D'EXECUTION

1. Le présent Règlement d'exécution entre en vigueur le même jour que l'Accord concernant le courrier accéléré du régime international auquel il se rapporte.

2. Le Règlement d'exécution, ainsi que toute modification faite en vertu de l'article 117, est de même durée que l'Accord concernant le courrier accéléré du régime international auquel il se rapporte.

Fait en langues anglaise et française, les deux versions faisant également foi.

Fait en double exemplaire et signé à Washington, D.C. le 14th jour de August, 1979, et à Ottawa le 23e jour de juillet, 1979.

POUR L'ADMINISTRATION POSTALE DES ETATS-UNIS D'AMERIQUE:

Le 'Postmaster General'

POUR L'ADMINISTRATION POSTALE DU CANADA:

Le Sous-ministre des Postes

The foregoing Agreement between the United States of America and Canada for the exchange of Express Mail items and the Detailed Regulations of the Agreement have been negotiated and concluded with my advice and consent and are hereby approved and ratified.

IN TESTIMONY WHEREOF I have caused the seal of the United States of America to be hereunto affixed.

[SEAL] JIMMY CARTER

By the President
CYRUS VANCE
Secretary of State
Washington, D.C., September 14, 1979.

HUNGARIAN PEOPLE'S REPUBLIC

Scientific Cooperation

Agreement amending the agreement of July 7, 1972,
as amended and extended.
Effected by exchange of letters
Signed at Washington and Budapest October 24, 1979;
Entered into force October 24, 1979.

The American Director, National Science Foundation, to the Hungarian President, Institute for Cultural Relations

NATIONAL SCIENCE FOUNDATION
WASHINGTON, D.C. 20550

OFFICE OF THE DIRECTOR

OCT 24 1979

Dr. Rudolf Ronai
President
Institute for Cultural Relations
Budapest, Hungary

Dear President Ronai:

Under the terms of the Agreement on Scientific Cooperation between the National Science Foundation of the United States of America and the Institute for Cultural Relations of the Hungarian People's Republic, signed at Budapest on July 7, 1972, and renewed through the exchange of letters, dated May 17, 1977 and June 27, 1977, respectively,[1] I am pleased to affirm the acceptance by the National Science Foundation of an amendment to the Agreement. By this amendment

- The wording of Section III., Paragraph I. is replaced with the following one:

"1. The program will emphasize the pursuit of joint research projects. However, other activities related to research will also be encouraged, such as the exchange of personnel within approved research projects, long-term visits for purposes of research and study, the convening of small research-oriented joint seminars for discussion and exchange of scientific information, and short-term visits by scientists to consult and plan cooperative activities."

- The present Section IV., paragraph 5. becomes Section IV., paragraph 6. and a new Section IV., paragraph 5. is inserted:

"5. Applications or proposals for long-term visits outside of approved research projects should be submitted by the scientists to the appropriate participating agency in their respective country. This should consist of a description of the purposes and objectives of the visit and the scientific work or activity to be performed. It should identify the institutions and individuals to be visited and discuss the professional and other benefits to be derived. These long-term visits outside of approved research projects will usually be between three and eight months in duration."

- The wording of Section V., paragraph 3. is replaced with the following one:

[1] TIAS 8640; 28 UST 5356.

"3. For short-term visiting scientists from one country traveling to the other country for consultation or research planning purposes and for long-term visiting scientists traveling to the other country outside of approved research projects for research and study, the sending side provides the international travel of its own participants, and the receiving side is responsible for domestic travel and local living expenses of the foreign visiting scientists."

Obligations assumed for supporting long-term visits foreseen in this amendment of the agreement will be subject to the availability of funds. However, the NSF will make every effort to receive at least ten scientists from Hungary as well as send ten U.S. scientists to Hungary on an annual basis, for an average period of six months each.

In addition to the above understandings, the NSF and the KKI agree to amend Appendix I. of the agreement by inserting a new paragraph c., as follows:

"(c) For visiting scientists from the United States traveling to Hungary on or after April 1, 1980, the Hungarian side will pay a special allowance of 100 Fts per day for visits of one month or less, and 2000 Fts per month for visits longer than one month.

"For visiting scientists from Hungary traveling to the United States on or after April 1, 1980, NSF will pay 30 U.S. dollars per day for visits of one month or less and 700 U.S. dollars per month for visits longer than one month."

The above amendments shall enter into force upon the date of the exchange of letters to this effect.

Our joint acceptance and approval of this amendment will signify, I believe, an additional step in the development of mutually beneficial cooperative relations between our countries in science and technology.

Sincerely yours,

Richard C. Atkinson

Richard C. Atkinson
Director

The Hungarian President, Institute for Cultural Relations, to the American Director, National Science Foundation

President

October 24, 1979

Dr. Richard C. Atkinson
Director
National Science Foundation
Washington, D.C.
USA

Dear Dr. Atkinson:

Under the terms of the Agreement on Scientific Cooperation between the Institute for Cultural Relations of the Hungarian People's Republic and the National Science Foundation of the United States of America signed at Budapest the seventh day of July 1972, and renewed through the exchange of letters dated May 17, 1977, and June 27, 1977, respectively, I am pleased to affirm the acceptance by the Institute for Cultural Relations of an Amendment to that Agreement. By this Amendment,

- The wording of section III., Paragraph 1. is replaced with the following one:

  " 1. The program will emphasize the pursuit of joint research projects. However, other activities related to research will also be encouraged, such as the exchange of personnel within approved research projects, long-term visits for purposes of research and study, the convening of small research-oriented joint seminars for discussion and exchange of scientific information, and short-term visits by scientists to consult and plan cooperative activities."

- The present section IV., Paragraph 5. becomes section IV., Paragraph 6. and a new section IV., Paragraph 5. is inserted:

  " 5. Applications or proposals for long-term visits outside of approved research projects should be submitted by the scientists to the appropriate participating agency in their respective country. This should consist of a description of the purposes and objectives of the visit and the scientific work or activity to be performed. It should identify the institutions and individuals to be visited and discuss the professional and other benefits to be derived. These long-term visits outside of approved research projects will usually be between three and eight months in duration."

- The wording of section V., Paragraph 3. is replaced with the following one:

1051 Budapest V., Dorottya utca 8 · Phone: 183-899 · Telex; 22-4735

" 3. For short-term visiting scientists from one country traveling to the other country for consultation or research planning purposes and for long-term visiting scientists traveling to the other country outside of approved research projects for research and study, the sending side provides the international travel of its own participants, and the receiving side is responsible for domestic travel and local living expenses of the foreign visiting scientists."

Obligations assumed for supporting long-term visits foreseen in this Amendment of the Agreement will be subject to the availability of funds. However, the Institute for Cultural Relations will make every effort to send at least ten Hungarian scientists to the United States as well as receive ten scientists from the United States on an annual basis for an average period of six months each.

In addition to the above understandings, the KKI and the NSF agree to amend Appendix I. of the Agreement by inserting a new Paragraph /c./ as follows:

" /c./ For visiting scientists from the United States traveling to Hungary on or after April 1, 1980, the Hungarian side will pay a special allowance of 100 Fts per day for visits of one month or less, and 2000 Fts per month for visits longer than one month.

For visiting scientists from Hungary traveling to the United States on or after April 1, 1980, NSF will pay 30 US dollars per day for visits of one month or less and 700 US dollars per month for visits longer than one month."

The above Amendments shall enter into force upon the date of the exchange of letters to this effect.

Our joint acceptance and approval of this Amendment will signify, I believe, an additional step in the development of mutually beneficial cooperative relations between our countries in science and technology.

Sincerely yours,

Rudolf Rónai

FRANCE

Atomic Energy: Technical Information Exchange and Cooperation in Nuclear Safety Regulation

Arrangement signed at Paris October 25, 1979;
Entered into force October 25, 1979.

ARRANGEMENT
BETWEEN
THE UNITED STATES NUCLEAR REGULATORY COMMISSION
(U.S.N.R.C.)
AND
THE FRENCH MINISTERE DE L'INDUSTRIE
(M.I.)
FOR THE EXCHANGE OF TECHNICAL INFORMATION AND
COOPERATION IN THE REGULATION OF NUCLEAR SAFETY

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the French Ministere de l'Industrie (hereinafter called the M.I.);

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the exchange of technical information in regulatory matters and cooperation in development of safety standards, originally signed on June 28, 1974,[1] between the United States Atomic Energy Commission and the French Ministere de l'Industrie et de la Recherche (M.I.R.), but continued after January 19, 1975, as between the U.S.N.R.C. and the M.I.R.;

Having indicated their mutual desire to continue the cooperation established under the aforementioned Arrangement and, accordingly, having continued their cooperation pending the execution of this Arrangement;

Have agreed as follows:

[1] TIAS 8345; 27 UST 2720.

I. SCOPE OF THE ARRANGEMENT

To the extent that the U.S.N.R.C. and the M.I. are permitted to do so under the laws and regulations of their respective countries, the parties agree to exchange the following types of technical information relating to the regulation of safety and environmental impact of designated nuclear energy facilities:

A. Topical reports concerning technical safety and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.

B. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.

C. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the M.I. as similar to certain facilities being built or planned in France and equivalent documents on such French facilities.

D. Information concerning reactor safety research results that requires early attention in the interest of public safety, along with an indication of significant implications.

E. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

F. Regulatory procedures for the safety, safeguards, and environmental impact evaluation of nuclear facilities.

G. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the parties.

H. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the parties.

II. ADMINISTRATION

II.1 The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange of information, to recommend revisions to the provisions of the Arrangement, and to discuss topics within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the administrators.

II.2 An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange providing access to equivalent available information from both sides is achieved and maintained.

II.3 The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract, 250 words or less, describing its scope and content.

II.4 The application or use of any information exchanged or transferred between the parties under this Arrangement

shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

II.5 Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

II.6 Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations, and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

III. EXCHANGE AND USE OF INFORMATION

III.1 General

In general, information received by each party to the Arrangement may be disseminated freely without further permission of the other party, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder.

III.2 Definitions (As used in Article III)

a. The term "information" means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, including information on results of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.

c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information or by policy decision of the party providing the information which has been transmitted and received in confidence.

III.3 Marking Procedures for Documentary Proprietary Information

A party receiving documentary proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

> "This document contains proprietary information furnished in confidence under an Arrangement dated _____ between the United States Nuclear Regulatory Commission and the French Ministere de l'Industrie and shall not be disseminated outside these organizations, their consultants and contractors, and concerned departments and agencies of the Government of the United States and the Government of France without the prior approval of (name of submitting party). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

III.4 Dissemination of Documentary Proprietary Information

a. Proprietary information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

b. In addition, proprietary information may be disseminated without prior consent to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only

within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary information; provided that any dissemination of proprietary information under b. shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

c. With the prior written consent of the party furnishing proprietary information under this Arrangement, the receiving party may disseminate such proprietary information more widely than otherwise permitted in subsections a. and b. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

III.5 Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A party receiving under this Arrangement other confidential or privileged information shall respect its confidential nature, provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating that the information is submitted under the condition that it be maintained in confidence.

III.6 Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other confidential or privileged information may be disseminated in the same manner as that set forth in paragraph III.4, Dissemination of Documentary Proprietary Information. In addition, other confidential or privileged information may be disseminated

(a) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, provided that such confidential or privileged information is used only within the terms of the permit or license; and

(b) to contractors of organizations identified in (a), above, for use only in work within the scope of the permit or license granted to such organizations;

Provided that any dissemination of confidential or privileged information under (a) and (b), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

III.7 Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings arranged under this Arrangement, or information arising from the

attachments of staff, use of facilities, or joint projects, shall be treated by the parties according to the principles specified for documentary information in this Arrangement; provided, however, that the party communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

III.8 Consultation

If, nevertheless, wider dissemination than otherwise permitted in this Arrangement without approval from the sending party is requested from the receiving party in pursuance of its own national law, the receiving party undertakes to inform at once the sending party and if necessary to put before competent authority appropriate arguments for non-dissemination.

III.9 Other

Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

IV. FINAL PROVISIONS

IV.1 This Arrangement shall enter into force upon signature and, subject to paragraph IV.2 of this Article, shall remain in force for five years unless extended for a further period of time by agreement of the parties.

IV.2 Either party may withdraw from the present Arrangement after providing the other party written notice 90 days prior to its intended date of withdrawal.

Signed in Paris, France, on the 25th day of October 1979.

25 OCT. 1979
Pour le Ministre et par délégation
Le Chef du Service Central
de Sûreté des Installations Nucléaires

Signed: Christian de TORQUAT
On behalf of
The French Ministere
de l'Industrie

[1]
On behalf of
The United States Nuclear
Regulatory Commission

[1] Richard T. Kennedy.

ARRANGEMENT
ENTRE
LA COMMISSION DE REGLEMENTATION NUCLEAIRE
DES ETATS-UNIS (U.S.N.R.C.)
ET
LE MINISTERE DE L'INDUSTRIE (M.I.)
POUR L'ECHANGE D'INFORMATIONS TECHNIQUES
ET LA COOPERATION EN MATIERE DE REGLEMENTATION DE SURETE NUCLEAIRE

La Commission de Réglementation Nucléaire des Etats-Unis (ci-dessous désignée sous le sigle U.S.N.R.C.) et le Ministère de l'Industrie (ci-dessous désigné sous le sigle M.I. ;

Considérant qu'ils ont un intérêt commun à procéder à un échange continu d'informations concernant les questions de réglementation et les règles exigées ou recommandées par leurs organismes respectifs pour la réglementation de la sûreté et des effets des installations nucléaires sur l'environnement ;

Considérant qu'ils ont déjà coopéré aux termes d'un arrangement quinquennal pour l'échange d'informations techniques en matière de réglementation et la coopération dans l'élaboration des règles de sûreté, initialement signé le 28 juin 1974 entre la Commission pour l'Energie Atomique des Etats-Unis (U.S.A.E.C.) et le Ministère de l'Industrie et de la Recherche (M.I.R.), puis continué après le 19 janvier 1975 entre l'U.S.N.R.C. et le M.I.R.) ;

Considérant leur désir commun de continuer la coopération instaurée dans le cadre de l'arrangement sus-mentionné et ayant en conséquence poursuivi leur coopération dans l'attente de la validation dudit arrangement ;

ont convenu ce qui suit :

I DOMAINE DE L'ARRANGEMENT

Dans la mesure où l'U.S.N.R.C. et le M.I. y sont autorisés par les lois et réglements de leurs pays respectifs, les parties sont d'accord pour échanger les types suivants d'informations techniques liées à la réglementation de la sûreté et des effets sur l'environnement d'installations nucléaires définies :

a. Rapports particuliers concernant la sûreté technique et les effets sur l'environnement écrits par, ou pour l'une des parties afin de servir de base aux décisions réglementaires et à la politique de réglementation, ou pour les appuyer.

b. Documents ayant trait aux procédures significatives d'autorisation et aux décisions sur la sûreté et l'environnement s'appliquant à ces installations nucléaires.

c. Documents détaillés décrivant la procédure de l'U.S.N.R.C. pour l'autorisation et la réglementation de certaines installations américaines désignées par le M.I. comme semblables à certaines installations en construction ou projetées en France, et documents équivalents sur ces installations françaises.

d. Informations concernant les résultats de recherche dans le domaine de la sûreté des réacteurs, qui exigent d'être rapidement examinés dans l'intérêt de la sûreté du public avec l'indication de leurs principales implications.

e. Rapports sur l'expérience de fonctionnement, tels que rapports sur les incidents, accidents et arrêts, et compilations de données de fiabilité au cours du temps pour les composants et les systèmes.

f. Procédures de réglementation pour l'évaluation de la sûreté, de la sécurité et de l'effet sur l'environnement de ces installations nucléaires.

g. Annonce rapide des événements importants, tels que les incidents graves d'exploitation et les arrêts de réacteurs ordonnés par les autorités, événements qui sont d'un intérêt immédiat pour les parties.

h. Copies des dispositions réglementaires dont l'application est requise ou proposée par les organismes de réglementation des deux parties.

II MODALITES D'APPLICATION

II.1 L'échange d'informations au titre du présent arrangement s'effectuera au moyen de lettres, rapports et autres documents, ainsi que par des visites et des réunions convenues à l'avance. Une réunion se tiendra une fois par an, ou à toute autre date déterminée par accord mutuel, pour passer en revue les activités d'échanges d'information, pour recommander des révisions aux clauses de l'arrangement, et pour discuter des points tombant dans le domaine d'application des échanges. La date, le lieu et l'ordre du jour de ces réunions seront convenus à l'avance. Les visites qui auront lieu dans le cadre de l'arrangement, avec leur programme, seront soumises à l'accord préalable des administrateurs.

II.2 Un administrateur sera désigné par chaque partie pour coordonner la participation de celle-ci dans l'ensemble des échanges. Les administrateurs seront les destinataires de tous les documents transmis dans le cadre des échanges, y compris des copies de toutes les lettres, à moins qu'il n'en soit convenu autrement. Dans le cadre des échanges, les administrateurs seront responsables du développement du domaine des échanges, y compris de l'accord sur la désignation des installations nucléaires objet des échanges, et sur les documents et règles spécifiques à échanger. Un ou plusieurs coordonnateurs techniques pourront être nommés comme correspondants directs pour des disciplines particulières. Ces coordonnateurs techniques veilleront à ce que les deux administrateurs reçoivent des copies de tous les documents transmis. Ces dispositions de détail sont destinées à assurer, entre autres choses, l'obtention et le maintien d'échanges raisonnablement équilibrés donnant accès des deux côtés à des informations disponibles équivalentes.

II.3 Les administrateurs détermineront le nombre de copies à fournir pour les documents échangés. Chaque document sera accompagné d'un résumé, ne dépassant pas 250 mots, en décrivant l'objet et le contenu.

II.4 L'application ou l'emploi de toute information échangée ou transférée entre les parties dans le cadre de cet arrangement sera de la responsabilité de la partie qui la reçoit et la partie qui la transmet ne garantit pas que ladite information convienne à telle ou telle situation ou application particulière.

II.5 Consciente de ce que certaines informations du type de celles qui sont couvertes par cet arrangement ne sont pas disponibles à l'intérieur des organismes signataires du présent arrangement, mais peuvent être obtenues auprès d'autres organismes dépendant des gouvernements des parties, chaque partie aidera l'autre, dans toute la mesure du possible, en organisant des visites et en dirigeant les demandes de renseignements concernant de telles informations vers les organismes appropriés du gouvernement intéressé. Ce qui précède n'engage aucunement ces autres organismes à fournir lesdites informations ou à recevoir lesdits visiteurs.

II.6 Aucune des dispositions contenues dans cet arrangement ne devra exiger de l'une ou l'autre partie qu'elle agisse, de quelque manière que ce soit, dans un sens qui serait incompatible avec ses lois, ses réglements, et ses lignes de conduite. Aucune information nucléaire touchant des technologies sensibles au point de vue de la prolifération ne sera échangée dans le cadre de cet arrangement. Si un conflit survenait entre les termes du présent arrangement et les lois, réglements et les lignes de conduite sus-mentionnés, les parties conviennent de se consulter avant d'entreprendre quelque action que ce soit.

III ECHANGE ET UTILISATION DES INFORMATIONS

III.1 Généralités

En règle générale, les informations reçues par chaque partie à l'accord pourront être diffusées librement sans nouvelle autorisation de l'autre partie, sous réserve de la nécessaire protection des informations de nature commerciale, ou autres informations confidentielles ou privilégiées, susceptibles d'être échangées comme il est dit ci-dessous.

III.2 Définitions des termes employés dans le titre III

a. Le terme "information" s'applique à des données ayant trait à la réglementation, à la sûreté, à la sécurité, ou de nature scientifique ou technique, liées à l'énergie nucléaire y compris les informations sur les résultats de recherche et de développement, et à toute autre connaissance destinée à être fournie ou échangée aux termes du présent arrangement.

b. Le terme "information de nature commerciale" signifie une information qui contient des secrets commerciaux ou une information industrielle ou financière qui est privilégiée ou confidentielle.

c. Le terme "autres informations confidentielles ou privilégiées" désigne des informations autres que les "informations de nature commerciale" qui sont protégées de la divulgation publique par les lois et réglements du pays qui fournit ces informations ou par décision conforme à la ligne de conduite de la partie qui fournit ces informations et qui ont été transmises et reçues à titre confidentiel.

III.3 Procédures pour l'identification du caractère commercial des informations contenues dans des documents

La partie recevant un document, qui renferme des informations de nature commerciale conformément au présent arrangement, doit respecter le caractère privilégié de celles-ci, à condition que ladite information commerciale soit clairement identifiée par un timbre comportant la mention restrictive suivante (ou une mention équivalente) :

"Ce document contient des informations de nature commerciale communiquées confidentiellement dans le cadre d'un arrangement conclu à la date du ———————— entre la Commission de Réglementation Nucléaire des Etats-Unis et le Ministère de l'Industrie, et ne doit pas être diffusé en dehors de ces organisations,de leurs consultants et de leurs sous-traitants, et des départements et organismes concernés dépendant du gouvernement des Etats-Unis et du gouvernement français, sans la permission préalable de (nom de la partie qui remet le document). Cet avis doit figurer sur toute reproduction intégrale ou partielle de ce document. Ces réserves deviendront automatiquement caduques lorsque les dites informations seront divulguées sans restrictions par leur détenteur légitime".

III.4 Diffusion des informations de nature commerciale contenues dans un document

a. Les informations de nature commerciale reçues dans le cadre de cet arrangement peuvent être librement diffusées par la partie qui les reçoit, sans consentement préalable, à des personnes appartenant à, ou employées par, la partie en question, ainsi qu'à des départements concernés du gouvernement et à des organismes gouvernementaux du pays de la partie qui reçoit.

b. En outre, les informations de nature commerciale peuvent être diffusées sans consentement préalable à des sous-traitar ou consultants liés à la partie qui reçoit, si ceux-ci sont situés dans les limites géographiques de la nation à laquelle appartient la dite partie, et s'il n'en font usage que dans le domaine de travail couvert par leurs contrats avec la partie qui reçoit, et pour des travaux ayant trait au sujet dont traite l'information de nature commerciale, à la condition, que toute diffusion d'information de nature commerciale s'effectue cas par cas selon les besoins, et soit soumise à un accord de confidentialité.

c. Moyennant le consentement écrit préalable de la partie qui fournit l'information de nature commerciale dans le cadre de cet arrangement, la partie qui reçoit peut diffuser cette information de nature commerciale plus largement qu'il n'est permis par ailleurs au titre des paragraphes a et b. Les parties coopéreront dans l'élaboration de procédures visant à solliciter et à obtenir l'approbation de cette plus large diffusion, et chaque partie accordera cette approbation dans la mesure où le permettent les lignes de conduite, les réglements et les lois de son pays.

III.5 Procédures d'identification pour d'autres informations confidentielles ou privilégiées contenues dans des documents.
La partie qui reçoit, dans le cadre de l'arrangement, d'autres informations confidentielles ou privilégiées doit respecter leur caractère confidentiel sous réserve que les dites informations soient clairement identifiées de manière à indiquer leur nature confidentielle ou privilégiée et qu'elles soient accompagnées d'une déclaration indiquant que ces informations ne sont communiquées qu'à la condition qu'elles soient gardées confidentielles.

III.6 Diffusion d'autres informations confidentielles ou privilégiées contenues dans des documents
Les autres informations confidentielles ou privilégiées peuvent être diffusées de la même manière que celle qui est exposée au paragraphe III.4.
De plus, les autres informations confidentielles ou privilégiées peuvent être diffusées :

(a) à des organismes ayant obtenu de la partie réceptrice de l'information un permis ou une autorisation de construire ou d'exploiter des installations nucléaires, à condition que de telles informations de nature confidentielle ou privilégiée ne soient utilisées que dans le cadre du permis ou de l'autorisation ; et

(b) à des entreprises sous contrat avec des organisations identifiées en (a) ci-dessus, en vue d'être utilisées uniquement dans le cadre du permis ou de l'autorisation accordés à ces organisations,

sous réserve que toute diffusion d'information de nature confidentielle, comme prévu aux paragraphes (a), (b) ci-dessus, s'effectue cas par cas et selon les besoins et soit soumise à un accord de confidentialité.

III.7 Informations non contenues dans des documents et de nature commerciale ou confidentielle ou privilégiée

Les informations non contenues dans des documents, de nature commerciale ou confidentielle ou privilégiée, communiquées dans des séminaires et autres réunions organisés dans le cadre du présent arrangement, ou les informations provenant de missions d'agents, de l'utilisation d'installations ou de projets communs doivent être traitées par les parties conformément aux principes stipulés pour les informations contenues dans des documents au titre de cet arrangement, à condition toutefois, que la partie communiquant ces informations de nature commerciale ou confidentielle ou privilégiée, ait prévenu le destinataire du caractère de l'information communiquée.

III.8 Consultation

Si néanmoins la partie destinataire est saisie, en application de sa législation nationale, d'une demande de diffusion plus large que celle prévue par ailleurs dans le cadre de cet arrangement, sans avoir obtenu l'autorisation de la partie expéditrice, la partie destinataire s'engage à en aviser immédiatement la partie expéditrice et si nécessaire à faire valoir devant les autorités compétentes les arguments appropriés qui s'opposent à la diffusion.

III.9 Autres aspects

Rien de ce qui est contenu dans cet arrangement ne doit empêcher l'une des parties d'utiliser ou de diffuser des informations reçues sans restriction en provenance de sources extérieures à cet arrangement.

IV CLAUSES FINALES

IV.1 Cet arrangement entrera en vigueur à la date de sa signature et, sous réserve du paragraphe IV.2 ci-dessous, demeurera valide pendant cinq ans à moins qu'il ne soit prolongé d'un commun accord.

IV.2 Chacune des parties peut résilier le présent arrangement après avoir fourni à l'autre partie un préavis par écrit 90 jours avant la date prévue pour sa résiliation.

Fait à Paris le 25 OCT. 1979 1979

Pour le Ministre et par délégation
Le Chef du Service Central
de Sûreté des Installations Nucléaires

Signé : Christian de TORQUAT

pour le Ministère de l'Industrie

pour la Commission de Réglementation Nucléaire des Etats-Unis

SWEDEN

Atomic Energy: Technical Information Exchange and Cooperation in Nuclear Safety Matters

Arrangement signed at Washington October 30, 1979;
Entered into force October 30, 1979.

ARRANGEMENT
BETWEEN
THE UNITED STATES NUCLEAR REGULATORY COMMISSION
(U.S.N.R.C.)
AND
THE SWEDISH NUCLEAR POWER INSPECTORATE
(S.K.I.)
FOR THE EXCHANGE OF TECHNICAL INFORMATION
AND COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Swedish Nuclear Power Inspectorate (hereinafter called the S.K.I.);

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the exchange of technical information in regulatory matters and cooperation in development of safety standards, originally signed on December 6, 1974,[1] between the United States Atomic Energy Commission and the Swedish Nuclear Power Inspectorate (S.K.I.), but continued after January 19, 1975, as between the U.S.N.R.C. and the S.K.I., such Arrangement including provision for its extension as mutually agreed upon by the parties;

Having indicated their mutual desire to continue the cooperation established under the aforementioned Arrangement;

Have agreed as follows:

[1] TIAS 8340; 27 UST 2692.

I. SCOPE OF THE ARRANGEMENT

I.1 Technical Information Exchange

To the extent that the U.S.N.R.C. and the S.K.I. are permitted to do so under the laws and regulations of their respective countries, the parties agree to exchange the following types of technical information relating to the regulation of safety and environmental impact of designated nuclear energy facilities:

a. Topical reports concerning technical safety and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.

b. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.

c. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the S.K.I. as similar to certain facilities being built or planned in Sweden and equivalent documents on such Swedish facilities.

d. Information in the field of reactor safety research that requires early attention in the interest of public safety, along with an indication of significant implications.

e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

f. Regulatory procedures for the safety, safeguards (materials accountancy and control and physical protection), and environmental impact evaluation of nuclear facilities.

g. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the parties.

h. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the parties.

II. ADMINISTRATION

II.1 The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance. A meeting will be held annually, or at such other times as mutually agreed, to review the exchange of information, to recommend revisions to the provisions of the Arrangement, and to discuss topics within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the administrators.

II.2 An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange providing access to equivalent available information from both sides is achieved and maintained.

II.3 The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, 250 words or less, describing its scope and content.

II.4 The application or use of any information exchanged or transferred between the parties under this Arrangement

shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

II.5 Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

II.6 Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations, and policy directives. No nuclear information related to proliferation-sensitive technologies will be exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

II.7 Information exchanged under this Arrangement shall be subject to the patent provisions in the Addendum of this document.

III. EXCHANGE AND USE OF INFORMATION

III.1 General

The parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder, and to the provisions of the Patent Addendum.

III.2 Definitions (As used in Article III)

a. The term "information" means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, including information on results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.

c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

III.3 Marking Procedures for Documentary Proprietary Information

A party receiving documentary proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

> "This document contains proprietary information furnished in confidence under an Arrangement dated _____ between the United States Nuclear Regulatory Commission and the Swedish Nuclear Power Inspectorate and shall not be disseminated outside these organizations, their consultants, contractors, and licensees, and concerned departments and agencies of the Government of the United States and the Government of Sweden without the prior approval of (name of submitting party). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

III.4 Dissemination of Documentary Proprietary Information

a. Proprietary information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

b. In addition, proprietary information may be disseminated without prior consent

(1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary information; and

(2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary information is used only within the terms of the permit or license; and

(3) to contractors of organizations identified in III.4b. (2), above, for use only in work within the scope of the permit or license granted to such organizations,

Provided that any dissemination of proprietary information under (1), (2), and (3), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

c. With the prior written consent of the party furnishing proprietary information under this Arrangement, the

receiving party may disseminate such proprietary information more widely than otherwise permitted in subsections a. and b. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

III.5 Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A party receiving under this Arrangement other confidential or privileged information shall respect its confidential nature, provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating

a. that the information is protected from public disclosure by the Government of the transmitting party; and

b. that the information is submitted under the condition that it be maintained in confidence.

III.6 Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other confidential or privileged information may be disseminated in the same manner as that set forth in paragraph III.4, Dissemination of Documentary Proprietary Information.

III.7 Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings arranged under this Arrangement, or information arising from the attachments of staff, use of facilities, or joint projects, shall be treated by the parties according to the principles specified for documentary information in this Arrangement; provided, however, that the party communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

III.8 Consultation

If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this Arrangement, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

III.9 Other

Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

IV. FINAL PROVISIONS

IV.1 This Arrangement shall enter into force upon signature and, subject to paragraph IV.2 of this Article, shall remain in force for five years unless extended for a further period of time by agreement of the parties.

IV.2 Either party may withdraw from the present Arrangement after providing the other party written notice 90 days prior to its intended date of withdrawal.

Signed in Washington, D. C., on the 30th day of October 1979.

Lars Nordstrom

Signed: _____

On behalf of
The Swedish Nuclear Power
Inspectorate

J. M. Hendrie

_____

On behalf of
The United States Nuclear
Regulatory Commission

Addendum

Patent Addendum for U.S.N.R.C. - S.K.I. Arrangement

1. Definitions

When used in this Addendum, unless the context otherwise indicates

i. The term "personnel" means: (a) the employees of a party to this Arrangement and (b) the employees of a contractor of a party to this Arrangement.

ii. The term "inventing party" means the party of this Arrangement whose personnel have made or conceived an invention or discovery during the course of or under the activities covered by the terms of this Arrangement.

2. Reporting and Allocation of Rights

i. Except as otherwise provided in paragraph ii hereinafter, if an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement, or if such invention was made or conceived as a direct result of information acquired by such personnel from the other party, then the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) agrees to transfer and assign to the other party, all right, title, and interest in and to such invention or discovery in the country of the other party subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use and sell such invention or discovery in such other country; and

(c) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party and in third countries but shall grant to the other party, upon request of the other party, a non-exclusive, irrevocable, royalty-free license to make, use and sell such invention or discovery in such country of the inventing party and in such third countries.

ii. In the event an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement and such invention was made or conceived while such personnel were assigned to the other party, the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party;

(c) shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in the country of the inventing party; and

(d) agrees to transfer and assign to the other party all right, title, and interest in and to such invention or discovery in the country of the other party and in third countries subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such other country and in such third countries.

iii. As employed in this Arrangement, a license to a party to make, use, and sell an invention or discovery shall include the right to have others make, use, and sell such invention or discovery on behalf of such licensed party.

3. Claims for Compensation

Each party agrees to waive, and does hereby waive, any and all claims against the other party for compensation, royalty or award as regards any invention, discovery, patent application or patent made or conceived in the course of or under this Arrangement, and agrees to release, and does hereby release, the other party with respect to any and all such claims, including any claims under the provisions of the United States Atomic Energy Act of 1954, as amended.[1]

4. Rights of Employed Inventors

Nothing in this Addendum shall prejudice the rights under national law of employed inventors or of inventors being employees of a contractor of a party to this Arrangement.

[1] 68 Stat. 919; 42 U.S.C. § 2011 *et seq.*

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Atomic Energy: Cooperation for Mutual Defense Purposes

Agreement amending the agreement of July 3, 1958, as amended.
Signed at Washington December 5, 1979;
Entered into force March 25, 1980.

AMENDMENT TO THE AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE UNITED KINGDOM OF
GREAT BRITAIN AND NORTHERN IRELAND
FOR COOPERATION ON THE USES OF ATOMIC ENERGY
FOR MUTUAL DEFENSE PURPOSES OF JULY 3, 1958

The Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland;

Desiring to amend in certain respects the Agreement for Cooperation on the Uses of Atomic Energy for Mutual Defense Purposes, signed at Washington the third day of July 1958, as amended;[1]

Have agreed as follows:

[1] TIAS 4078, 4267, 6659, 6861, 8014; 9 UST 1028; 10 UST 1274; 20 UST 518; 21 UST 1064; 26 UST 110.

Article 1

Article III bis of the Agreement for Cooperation shall be amended as follows: The words "December 31, 1979" in paragraphs A, B, and C thereof shall be deleted and the words "December 31, 1984" shall be substituted therefor.

Article 2

Article V of the Agreement for Cooperation shall be amended as follows: Paragraph C shall be amended to read as follows: "Except where specifically authorized by this Agreement or, as may be agreed for civil uses, the recipient Party agrees not to use the information communicated or exchanged, or the materials or equipment transferred, by either Party pursuant to this Agreement for other than the preparation or implementation of defense plans in the mutual interests of the two countries."

Article 3

Article IX of the Agreement for Cooperation shall be amended as follows: The words "paragraph A, paragraph B, or paragraph C of Article III bis" shall be deleted from sub-paragraph 1 of paragraph B and the words "paragraphs A, B or C of Article III bis" shall be substituted therefor.

Article 4

Article XI of the Agreement for Cooperation shall be amended as follows:

1. Paragraph B shall be amended by adding "United Kingdom 'Restricted' or United States" before "Confidential."
2. The words "ATOMIC ENERGY COMMISSION" and "ATOMIC ENERGY AUTHORITY" shall be deleted from sub-paragraph 1 of paragraph E and the words "Department of Energy" and "Ministry of Defence" respectively shall be substituted therefor.

Article 5

This Amendment, which shall be regarded as an integral part of the Agreement for Cooperation, shall enter into force on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for the entry into force of this Amendment.[1]

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

DONE at Washington this fifth day of December, 1979, in two original texts.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[2]

FOR THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

[3]

[1] Mar. 25, 1980.
[2] Reginald Bartholomew.
[3] John Robinson.

CANADA

Satellite Based Global Positioning and Navigation System

Memorandum of understanding signed at Washington and Ottawa August 7 and October 5, 1978;
Entered into force October 5, 1978.

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE UNITED STATES DEPARTMENT OF DEFENSE

AND

THE CANADIAN DEPARTMENT OF NATIONAL DEFENCE

CONCERNING

NAVSTAR

GLOBAL POSITIONING SYSTEM

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SECTION I

INTRODUCTION AND OBJECTIVES

1. The Participants to this Memorandum of Understanding (MOU) are the United States Department of Defense (DOD) and the Canadian Department of National Defence (DND). The United States Air Force is authorized by DOD to be their representative.

2. The United States DOD is conducting a major research and development (R&D) effort directed to the establishment of a satellite based world-wide positioning and navigation system, known as the NAVSTAR Global Positioning System (GPS). Subsequently, DND initiated a related activity and now has a program to design and build prototype NAVSTAR GPS user equipment. The DND R&D program also allocates effort to the NAVSTAR GPS activity.

3. The objective of this MOU is to outline the terms and conditions for establishment of a joint research program whereby the DOD and DND can exchange information, arrange for the temporary transfer of equipment and coordinate mutually supporting research, development, test and evaluation activities on aspects of the existing DOD NAVSTAR GPS program as selected and agreed to by the Participants.

4. Arrangements concerning the operational use of the NAVSTAR GPS will be negotiated in due course as a separate matter.

SECTION II

SCOPE

1. The scope of this MOU includes exchange of information on the development of user equipments, the conduct of mutually agreed research activities and the provision of system engineering/design specifications and other scientific data on selected research and development activities.

2. DND has initiated a program to develop prototype user equipment and will undertake a research activity on the following projects in support of the NAVSTAR GPS:

a. Aiding Strapdown Inertial Navigation (ASIN);

b. User equipment antennas; and

c. Measurement of high latitude effects on GPS Signal Propagation.

3. The DOD will provide information to assist DND in making a realistic evaluation of the total system concept and will provide further assistance, in accordance with its policies, for DND fabrication of its own prototype user equipment. Information resulting from the specified and agreed areas of research and development by each Participant will be made available to the other. This includes the exchange of relevant documentation and advice, assistance and discussion on matters relating to the research activities, development projects and test and validation facilities.

4. The DOD and DND will provide each other with reasonable access to the test and evaluation facilities and will, where feasible, include Participant developed user equipments in the overall test and validation phase of the user equipment program.

5. The DOD and DND will make arrangements for the temporary transfer of equipment appropriate to the research and development activities listed in paragraph 2 above. Each Participant will receive the results of all tests conducted using its equipment.

SECTION III

AGREEMENTS AND ARRANGEMENTS

1. The following agreements and arrangements apply to this MOU:

a. NATO Agreement on the Mutual Safeguarding of Secrecy of Inventions relating to Defence and for which Applications for Patents have been made, done in Paris on 21 September 1960 [1] and the Implementing Procedures for this Agreement approved by the North Atlantic Council on 7 March 1962 and subsequent amendments; [2]

b. NATO Agreement on the Communication of Technical Information for Defence Purposes, done in Brussels on 19 Oct 1970, [3] and the implementing procedures for the NATO Agreement on the Communication of Technical Information for Defence Purposes, approved by the North Atlantic Council on 1 January 1971. C-M(68)11;

c. Security Within the North Atlantic Treaty Organization C-M(55) 15 (Final); and

d. U.S. - Canada Industrial Security Agreement, as revised 20 December 1971.

2. This MOU does not change or in any way alter existing arrangements for the exchange of information related to NAVSTAR GPS.

[1] TIAS 4672; 12 UST 43.
[2] TIAS 6786, 7853; 20 UST 3062; 25 UST 1203.
[3] TIAS 7064; 22 UST 347.

SECTION IV

PROGRAM MANAGEMENT AND ORGANIZATION

1. There will be a Coordinating Committee consisting of a representative of each Participant or their appointees. Each representative may bring to meetings any additional personnel provided the other representative is notified in advance. The Coordinating Committee will meet at such times (at intervals not exceeding six months) and places as the members of the Committee so determine and all decisions will be by mutual agreement. The responsibilities of the Coordinating Committee are to:

a. Administer the MOU;

b. Approve or otherwise provide for mutual understanding as required throughout this MOU;

c. Review the MOU and propose and coordinate amendments to the MOU from time to time as appropriate;

d. Coordinate the activities of the Participants in pursuance of this MOU;

e. Provide for or coordinate resolution of any dispute that may arise during the duration of this MOU;

f. Receive notification of any proposal to terminate this MOU; and

g. Arrange for preliminary coordination of materiel loans, visits, meetings and other routine matters pertaining to their responsibilities for implementation of the MOU.

2. Direct correspondence within any constraints imposed by national regulations is authorized between officers on the Coordinating Committee for the exchange of information, preliminary coordination of materiel loans, visits, meetings, and other routine matters pertaining to their responsibilities for implementation of the MOU.

3. National Authorities, Establishments and Project Staff pertinent to this MOU are listed in Annex A.

SECTION V

EXCHANGE OF INFORMATION

1. GENERAL CONDITIONS OF RELEASE

a. The Participants understand that all information authorized for disclosure and exchanged under the conditions of this MOU is accepted subject to the following conditions, and that these conditions will be permanently affixed thereto in a conspicuous place or manner;

(1) The information is only for use for the purpose of this MOU,

(2) The information will be afforded substantially the same degree of security protection given to it by the sending Participant. The provisions in Security Agreements between the Participants will apply,

(3) The information or knowledge of its possession will not be revealed to non-participating nations or third parties except with the prior approval of the sending Participant,

(4) Information will not be used or disclosed in any manner that will prejudice the rights of the owner including the right to obtain patent or other like protection thereof,

(5) Information that is subject to limited rights of use or disclosure will not be released to non-government parties without the prior written consent of the sending Participant,

b. A Participant originating information may release it without condition if it so desires and is permitted by its own laws and regulations. Information so released without conditions will carry no reference to this program;

c. The sending Participant will identify any information exchanged under the conditions of this program that is subject to limited rights of use or disclosure; and

d. Reasonable effort will be made to ensure that contractors selected by the Participants will, within the scope of this MOU, have equal treatment with regard to source documentation, specifications and preliminary data.

2. TRANSMISSION OF INFORMATION

a. Transmission of information will be in accordance with paragraphs of this section except that;

(1) Oral and visual exchange of technical information at meetings and conferences is permissible between personnel authorized to make such exchange. Such exchanges will be noted and regarded as subject to the general conditions of paragraph 1 of this Section,

(2) Classified patent applications and correspondence related thereto will continue to be dealt with according to procedures already established between the respective Participants,

b. For all classified information released, a receipt identifying that information in detail must be obtained and maintained by the sending Participant's Project Staff;

c. Regardless of security classification, all releases of documentary information must be recorded by the sending Participant's Project Staff;

d. The transmission of National documents and correspondence pertaining to this program will be via established channels;

3. RELEASE OF PROPIETARY TECHNICAL INFORMATION FOR INFORMATION ONLY

a. Proprietary technical information which is known or believed to be privately owned or developed may be released "for information only" if any one of the following conditions is met;

(1) The owner expressly consents to the proposed release,

(2) The releasing or sending Participant, by contract or otherwise, has acquired the information under the circumstances which permit the proposed release,

(3) Appropriate officials of the releasing or sending Participant determine that under their laws, regulations and policies they may permit release of the information without consent of the owner,

b. When technical information which is known or believed to be privately owned is released for information only under this paragraph, it will be subject to the receiving Participant accepting the general conditions and the following additional conditions, a copy of which will be permanently affixed thereto in a conspicuous place or manner;

(1) This information is accepted upon the understanding that it might be privately owned or developed,

(2) This information is accepted solely for the purpose of information and will accordingly be treated as disclosed in confidence. The receiving Participant will use its best endeavors to insure that the information is not dealt with in any manner likely to prejudice the rights of the private owner thereof, including the right to obtain patent or other like statutory protection therefor.

4. RELEASE OF PRIVATELY OWNED INFORMATION FOR USE

a. If subject to paragraph 1a(5) the information is submitted to non-government recipients, such recipients will receive the information on the conditions determined by the originating Participant. The consent of the originating Participant will be obtained prior to the release of such information to non-Government organizations; and

b. The receiving Participant will obtain the consent of the sending Participant if it desires that this information be made available for manufacture, or use, for defense purposes.

5. PATENT APPLICATIONS TO BE PLACED IN SECRECY

a. Any request that an application for a patent to be placed in secrecy will be subject to the NATO Agreement on the Mutual Safeguarding of Secrecy of Inventions relating to Defense and for which Applications for Patents have been made, done in Paris on 21 September 1960 and the Implementing Procedures for this Agreement approved by the North Atlantic Council on 7 March 1962 and subsequent amendments; and

b. Each Participant will, where consistent with its laws and patent rules, use its best endeavors to supply reports to the other Participant, if it is known or believed that the invention subject matter has been embodied in any device or practiced in any process.

6. Subject to the foregoing, the provisions of the NATO Agreement on the Communication of Technical Information for Defence Purposes, done in Brussels on 19 Oct 1970, and the implementing procedures for the NATO Agreement on the Communication of Technical Information for Defence Purposes, approved by the North Atlantic Council 1 January 1971, will apply.

7. Public Release of Information. The release of information (formal releases or responses to queries) to the public concerning activities under this MOU should be made only after advance coordination between the Participants and mutual concurrence in the release. Questions addressed to nations concerning plans and activities of the other Participant should be referred to the respective Participant's Project Staff (See Annex A). The term "release" includes, but is not limited to, news articles, contract announcements, advertisements, brochures, photographs, motion picture films, technical papers, unclassified presentations at symposia, speeches, or displays on any phase of its program.

SECTION VI

VISIT AND ACCESS

1. The Participants will allow each other reasonable access to test and validation facilities, to contractors' industrial facilities in which activities covered by this MOU are carried on, and to establishments agreed upon by the Coordinating Committee and appended to this MOU. This list of establishments may be modified by the Coordinating Committee.

2. The Project Staff may exchange information and approve in principle visit requests related to this program in accordance with the procedures listed at a-d below and subject to security provisions outlined in Section IX:

a. Each Participant will, given reasonable notice, arrange access to establishments and agencies' premises (see Annex A) for accredited representatives of the other Participant where this is necessary for the purpose of this MOU;

b. Requests for visits by personnel of one Participant to establishments or agencies' premises of the other will be processed using normal visit request channels and procedures for clearances. Visit requests will include a statement of confirmation that such personnel are actively engaged in work having a direct relationship with the subject covered by this MOU. After informal coordination between the Project Staffs to determine operational convenience, a formal visit request supported by certificates of security clearance for those making the visit will be made to the host Participant through official channels;

c. All visiting personnel will comply with the security regulations of the host Participant and any trade secrets or proprietary technical data including software disclosed in confidence to visitors will be subject to the provisions of this MOU; and

d. Any information such as trade secrets, or proprietary information, data or software disclosed in confidence to visitors while at an establishment will be treated as if supplied by formal means to the Participant sponsoring the visiting personnel.

SECTION VII

FINANCE, EXCISE AND TAXES

1. Subject to the availability of funds:

   a. All costs for particular national projects or requirements relating to or incorporated in the NAVSTAR GPS program will be borne by the Participant sponsoring such particular projects or requirements;

   b. Costs for the testing of one Participant's equipment with the other Participant's facilities will be a matter for separate negotiation;

   c. Costs for the acquisition of data not otherwise available under this MOU and of equipment peculiar to the requirements of the other Participant will be borne by the Participant having the requirement for such data or equipment;

   d. The costs of personnel exchanges, visits, travel and accommodation, etc. related to the program will be the responsibility of the Participant sending personnel; and

   e. Insofar as existing national laws and regulations permit, the Participants will accord duty-free entry and tax-free treatment to articles imported as a consequence of arrangements made under this MOU.

SECTION VIII

BAILMENT

Upon taking possession of materiel supplied by one Participant to another on a loan basis for the purpose of research and development, the receiving Participant will be responsible for such materiel and will return such materiel to the supplying Participant in as good condition as when received, reasonable wear and tear excepted, unless it is specifically stated that there is a requirement to test to destruction, in which case the supplying Participant will specify the method of disposal of any residue if applicable. If the receiving Participant fails to return such equipment, except items tested to destruction, the receiving Participant will pay to the supplying Participant an amount not to exceed the replacement value of such equipment less the amount determined to represent reasonable wear and tear for the period of the loan. Terms and conditions of loan will be mutually agreed before the loan takes place.

SECTION IX

SECURITY

1. The handling and treatment of classified material exchanged in connection with this MOU will be subject to existing arrangements between the Participants.

2. Exchanges of information will be within the limitations of respective national disclosure policies and in accordance with the procedures in the US-Canada Industrial Security Agreement as revised 20 Dec 1971.

3. Where special security arrangements are in force, such arrangements will continue to be effective. Nothing in this MOU will be interpreted as altering existing agreed procedures for the handling of information exchanged between the Participants.

4. The Project Staffs will be responsible for ensuring that all personnel concerned with activities under this MOU have appropriate security clearances.

5. Any personnel visiting the country of the other Participant in accordance with Section VI will comply with all security regulations of the host Participant.

SECTION X

AMENDMENT, DURATION AND TERMINATION

1. This MOU may be amended by mutual arrangement between the Participants hereto. (The annex to this MOU may be amended by the Coordinating Committee.) It may be terminated at any time by mutual consent of the Participants.

2. Any Participant may unilaterally withdraw from this MOU after giving the other Participant at least 90 days written notice of its intent to do so.

3. If written notice of intent to terminate is received by one Participant, there will be an urgent meeting between Participants to consider the orderly termination of the MOU, the effect on and disposition of any relevant activities, and to consider possible continuation of the activities in a modified form or by one of the Participants. Reports of progress up to the time of termination will be made available to each Participant.

4. The obligations of the Participants regarding the use, safeguarding and disclosure to others of information and material exchanged will continue to remain in effect after any termination or withdrawal as if there had been no termination or withdrawal.

5. Rights in the use of information accruing to a withdrawing Participant up to the date of his withdrawal will continue thereafter.

6. Any disagreement regarding the interpretation or application of this MOU will be resolved only by consultation between the Participants and will not be referred to an international tribunal or to any third party for settlement.

SECTION XI

EFFECTIVE DATE AND SIGNATURE

1. The foregoing represents the understanding reached between the United States Department of Defense and the Canadian Department of National Defence.

2. This MOU consists of Section I to XI inclusive and Annex A and will be effective from the date of the last signature.

3. This MOU is done in two original copies.

THE UNITED STATES
DEPARTMENT OF DEFENSE

Gerald P. Dinneen [1]
SIGNATURE

7 AUG 1978
DATE

Washington, D.C.
PLACE

THE CANADIAN DEPARTMENT
OF NATIONAL DEFENCE

R. G. Crutchlow [2]
SIGNATURE

5 October 1978
DATE

Ottawa, Ontario
PLACE

[1] Gerald P. Dinneen.
[2] R. G. Crutchlow.

ANNEX A

DND AND DOD

AUTHORITIES, ESTABLISHMENTS AND

PROJECT STAFF

A. DND

1. Authorities:

a. Chief of Air Doctrine and Operations;

b. Chief of Research and Development; and

c. Chief of Engineering and Maintenance.

2. Establishments:

a. Defence Research Establishment Ottawa;

b. Directorate Air Requirements;

c. Directorate Electronics Engineering and Maintenance; and

d. Canadian Defence Liaison Staff (Washington).

3. Project Staff

Director Technology Application (Communications and Electronics)
National Defence Headquarters
Ottawa, Ontario, K1A 0K2

B. DOD

1. Authorities:

a. Assistant Director, Combat Support; Under Secretary for Defense (Research and Engineering);

b. Directorate of Space, Deputy Chief of Staff for Research and Development;

c. Deputy Chief of Staff, Systems Division; Air Force Systems Command; and

d. Deputy for Space Navigation Systems, Space and Missiles Systems Organization.

2. Establishments:

   a. NAVSTAR Joint Program Office, Los Angeles Air Force Station, CA;

   b. Yuma Proving grounds, Yuma, AZ; and

   c. Air Force Avionics Laboratory, Wright-Patterson Air Force Base, Ohio.

3. Project Staff:

   Communications and Navigation Division
   Directorate of Space, DCS/R&D
   Pentagon, 5D-340
   Washington, DC 20330

SPAIN

Claims

Agreement signed at Madrid November 13, 1979;
Entered into force November 13, 1979.

Madrid

A G R E E M E N T

BETWEEN

THE UNITED STATES OF AMERICA

AND

SPAIN

REGARDING CLAIMS ARISING FROM CRISEX

The United States of America and Spain,

Considering that exercises and maneuvers carried out in Spanish territory by the United States Forces, either alone or in combination with Spanish armed forces, contribute to the defense of the West, and

Considering that Article XXVIII of the Agreement in Implementation of the Treaty of Friendship ahd Cooperation Between Spain and the United States of America of January 24, 1976,[1] provides that claims arising from exercises or maneuvers carried out in Spanish territory by the United States Forces with express authorization of the Spanish Government should be governed by an agreement reached between the two governments in each case,

HAVE AGREED AS FOLLOWS:

ARTICLE I

Scope

1) This agreement shall govern claims arising from damage or injuries caused by the United States Forces during Exercise CRISEX.

2) This agreement shall apply only to damages arising in the immediate exercise or maneuver area. It shall not apply

[1] TIAS 8361; 27 UST 3095.

to damages caused by ships, aircraft or other military vehicles while proceeding to or returning from the immediate exercise or maneuver area.

3) Claims and damages not covered by this Agreement will be processed in accordance with applicable provisions of the Agreement in Implementation of the Treaty of Friendship and Cooperation Between Spain and the United States of America of January 24, 1976. The Agreement of November 30, 1965, as supplemented by the rules agreed on for its implementation dated March 25, 1966, or by any other agreement that may replace them, shall have prior application with respect to the filing and settlement of claims arising from the operation of any official government motor vehicle insured under said Agreement and rules.

ARTICLE II

Responsibilities

Claims for injury or damage to persons or property in Spain caused by reason of CRISEX and arising out of acts or

omissions done in the performance of official duties by military members of the United States Personnel in Spain or civilian employees of the United States Forces, or out of any other act, omission or occurrence for which the United States Armed Forces are legally responsible, and not otherwise satisfied by the United States, shall be dealt with in accordance with the following provisions:

A. Where the United States alone is responsible, the claims will be processed in accordance with Article III of this Agreement and forwarded to the United States Foreign Claims Commission for adjudication and payment in accordance with all applicable United States laws and regulations.

B. Where the United States and Spain are jointly responsible for the damage, the amount awarded or adjudged shall be apportioned between them according to their comparative responsibility, but, in any case, no more than 75 percent of the amount shall be chargeable to the United States. Where the damage was caused by the armed forces of the United States or Spain, or jointly, and, because of insufficient evidence, it is not possible to attribute the damage specifically to one of the forces or to apportion the damage between the forces according to their comparative responsibility, the amount awarded or adjudged shall be

shared equally between Spain and the United States. The amount of damages to be awarded shall be established by the Joint United States Spanish Claims Commission created by Article III of this Agreement and such amount shall be paid by the appropriate Spanish authorities to the claimant or claimants.

C. Where Spain alone is responsible, the resulting claim will be processed by Spain in accordance with Spanish law and not under this Agreement or the Agreement in Implementation of the Treaty of Friendship and Cooperation between Spain and the United States of America of January 24, 1976.

ARTICLE III

Claims Processing

1) At the conclusion of CRISEX, representatives of the United States Forces and the Spanish Armed Forces shall meet at a time and place agreed to receive and investigate claims and to prepare jointly a report of their findings and recommendations for disposition of these claims.

2) In the case of claims for which the United States is solely responsible under Article II, the claims and the joint report shall be submitted to the Foreign Claims Commission for final decision. In making the final decision, both on issues of responsibility and amounts of compensation payable, the Foreign Claims Commission shall take into account the recommendations contained in the joint report.

3) In the case of claims for which the United States and Spain are jointly responsible under Article II, the joint report shall include for each claim a recommendation on claims apportionment in accordance with the principles set forth in Article II.B hereof.

ARTICLE IV

Intergovernmental Claims Waiver

Each Government waives all its claims against the other for damages to the military properties used or owned by each

Government and claims against the other for injury or death suffered by military personnel or civilian employees of its armed forces while the said military personnel or civilian employees are engaged in the performance of official duties. As used herein, the term "civilian employee" includes non-civil service civilian personnel of the Spanish military administration used by either armed force.

ARTICLE V

Entry into Force and Termination

This Agreement shall be subject to appropriation of the necessary funds by the United States Congress and shall enter into force on the date when it is signed by Parties.

Done at Madrid on this 13th day of Nov., 1979, in English and Spanish, both texts being equally authentic.

For the Government of United States of America: [1]

For the Government of Spain: [2]

[1] Edwin W. Robertson II.
[2] Faustino Rubaleaba.

Consejo Hispano-Norteamericano

Comité Conjunto
para Asuntos Político-Militares Administrativos

A C U E R D O

ENTRE

E S P A Ñ A

Y

LOS

E S T A D O S U N I D O S D E A M E R I C A

EN RELACION

CON LAS

RECLAMACIONES DERIVADAS DEL EJERCICIO "CRISEX".

- - - - - - - - - - - - -

E S P A Ñ A Y L O S E S T A D O S U N I D O S D E A M E R I C A ,

Considerando que contribuyen a la defensa de Occidente, los ejercicios y maniobras llevados a cabo en territorio español por fuerzas de los Estados Unidos, tanto por sí solas, como en combinación con fuerzas militares españolas, y

Considerando que el Artículo XXVIII del Acuerdo de Desarrollo del Tratado de Amistad y Cooperación entre España y los Estados Unidos de América, de 24 de enero de 1976, estipula que las reclamaciones derivadas de ejercicios o maniobras que se realicen en territorio español por fuerzas de los Estados Unidos, con la autorización expresa del Gobierno de España, deberán regirse por el acuerdo establecido por ambos gobiernos en cada caso,

Han acordado lo siguiente:

ARTICULO I

Ambito de aplicación

1) Este Acuerdo regirá las reclamaciones originadas - por los daños y perjuicios que causen las fuerzas de los Estados Unidos durante el ejercicio "CRISEX".

2) Este Acuerdo se aplicará solamente a los daños que - se produzcan en el área concreta donde se desarrolle el ejercicio o maniobras. No se aplicará a los daños causados por buques, aviones u otros vehículos militares en su camino de ida o vuelta del área citada.

3) Las reclamaciones y los daños no cubiertos por este Acuerdo serán tramitados con arreglo a lo estipulado en las - disposiciones aplicables del Acuerdo de Desarrollo del Tratado de Amistad y Cooperación entre España y los Estados Unidos de América, de 24 de Enero de 1976. El Acuerdo de 30 de Noviembre de 1965, complementado por las normas convenidas para su aplicación el 25 de Marzo de 1966, o por cualquier otro Acuerdo que le pudiera sustituir eventualmente, serán de aplicación preferente respecto de la presentación y resolución de las reclamaciones derivadas de la utilización de cualquier vehículo a motor de carácter oficial asegurado en la forma regulada - por el Acuerdo y normas citados.

ARTICULO II

Responsabilidades

Las reclamaciones por lesiones o daños a personas o --

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o propiedades en España, causados con motivo del ejercicio - CRISEX, y derivadas de acciones u omisiones habidas en el desarrollo de actos de servicio por los Miembros Militares del personal de los Estados Unidos, o por los empleados civiles - de las fuerzas de los Estados Unidos, o derivados de cualquier otra acción, omisión o hecho por el cual sean legalmente responsables las Fuerzas Armadas de los Estados Unidos, y no satisfechas de alguna otra forma por los Estados Unidos, serán resueltas de acuerdo con las disposiciones siguientes:

A) Cuando los Estados Unidos sean los únicos responsables, las reclamaciones serán tramitadas según lo previsto - en el Artículo III de este Acuerdo y serán enviadas a la Comisión de Reclamaciones Extranjeras de los Estados Unidos, - para su adjudicación y pago con arreglo a todas las Leyes y - reglamentaciones de los Estados Unidos aplicables al caso.

B) Cuando España y los Estados Unidos sean conjuntamente responsables del daño, la cantidad atribuída o adjudicada será compartida entre ambos, seguún sus respectivas responsabilidades, pero en ningún caso resultará a cargo de los Estados Unidos más del 75% del importe de aquélla. Cuando los daños fueran originados por las Fuerzas Armadas de España o las Fuerzas Armadas de los Estados Unidos, o por ambas conjuntamente, y por falta de pruebas suficientes no fuera posible la - atribución específica de responsabilidades a una de dichas - fuerzas, o determinar la responsabilidad de cada una de ellas, la cantidad atribuída o adjudicada será repartida por igual entre España y los Estados Unidos. La cantidad a pagar será - establecida por la Comisión Conjunta hispano-norteamericana - de Reclamaciones, creada por el Artículo III de este Acuerdo, y dicha cantidad será liquidada al reclamante o reclamantes - por las Autoridades competentes españolas.

C) Cuando España sea la única responsable, la reclamación resultante será tramitada por España, y con arreglo a - la Ley española, y no según lo estipulado en este Acuerdo, o en el Acuerdo de Desarrollo del Tratado de Amistad y Cooperación entre España y los Estados Unidos de América, de 24 de - Enero de 1976.

ARTICULO III

Tramitación de las reclamaciones

1) Después de finalizar el ejercicio CRISEX, los representantes de las Fuerzas Armadas españolas y de las Fuerzas Armadas de los Estados Unidos, se reunirán en el lugar y fecha que se acuerde, con objeto de recibir y examinar las reclamaciones, y preparar conjuntamente un informe sobre su fallo, y sus recomendaciones para la liquidación de las citadas reclamaciones.

2) En el caso de reclamaciones de las que los Estados Unidos sean los únicos responsables, según el Artículo II, tanto las mencionadas reclamaciones como el informe conjunto serán sometidos a la Comisión de Reclamaciones Extranjeras, para su resolución definitiva. Al decidir, tanto sobre la cuestión de la responsabilidad, como sobre el importe de la compensación a pagar, la Comisión de Reclamaciones Extranjeras tendrá en cuenta las recomendaciones contenidas en el citado informe conjunto.

3) En el caso de reclamaciones de las que España y los Estados Unidos sean conjuntamente responsables según el Artículo II, el informe conjunto incluirá , para cada reclamación una recomendación sobre su prorrateo, establecida conforme a los principios fijados en el Artículo II, B.

ARTICULO IV

Renuncia de los gobiernos a reclamaciones

Cada uno de los dos gobiernos renuncia a toda reclamación contra el otro por daños a bienes de carácter militar, de propiedad o utilizados por dicho gobierno, así como por lesiones o muerte de personal militar o empleados civiles de sus Fuerzas Armadas, cuando dicho personal militar o empleados civiles se encontraran en el desempeño de acto de servicio. El término de "empleado civil" se entiende que incluye a los empleados civiles de la Administración militar española, utilizados por cualquiera de los Ejércitos, aunque no tengan el carácter de funcionarios.

ARTICULO V

Vigencia

Este Acuerdo estará sometido a la asignación de los fondos necesarios por el Congreso de los Estados Unidos, y entrará en vigor en la fecha de su firma por las Partes.

HECHO en Madrid el día 13 de Noviembre de 1979, en inglés y español, siendo ambos textos igualmente fehacientes.

Por el Gobierno de España

Por el Gobierno de los Estados Unidos de América

SAUDI ARABIA

Technical Cooperation

Agreement amending and extending the agreement of February 13, 1975.
Signed at Riyadh November 25, 1979;
Entered into force November 25, 1979.

Extension of the Technical Cooperation Agreement between the Government of the United States of America and the Government of the Kingdom of Saudi Arabia

The Government of the United States of America and the Government of the Kingdom of Saudi Arabia,

Noting with satisfaction that the Technical Cooperation Agreement (the Agreement) between the two Governments which was signed on February 13, 1975[1], and which expires on February 13, 1980 has provided a framework for a broad and varied program of technical cooperation being carried out under the auspices of the United States-Saudi Arabian Joint Commission on Economic Cooperation (the Commission),

Considering that the programs under the Commission have also contributed to increased understanding and to a strengthened relationship between the two countries,

Desiring to continue this important cooperative effort, the Government of the United States of America and the Government of the Kingdom of Saudi Arabia hereby agree:

(a) to extend the Agreement for a five-year period beginning on February 13, 1980;

(b) to continue their cooperation within the Commission under the co-chairmanship of the United States Secretary of the Treasury and the Saudi Arabian Minister of Finance and National Economy; and

(c) to review annually the status and progress of cooperative projects carried out under the auspices of the Commission, and to identify new areas for cooperation between the two countries.

Signed this 25th day of November, 1979.

For the Government of the United States of America

G. William Miller

For the Government of the Kingdom of Saudi Arabia

Muhammed Aba al Khail

[1] TIAS 8072; 26 UST 880.

بسم الله الرحمن الرحيم

تمديد

لاتفاقية التعاون الفـــــــني

بيـــن

حكومة المملكة العربيه السعوديه

وحكومة الولايات المتحدة الامريكية

ان حكومة المملكة العربية السعودية وحكومة الولايات المتحدة الامريكيـــة وهما تلاحظان بارتياح ان اتفاقية التعاون الفني (الاتفاقية) بين الحكومتين والـــتي وقعت في ١٣/فبراير/١٩٧٥م وتنتهي في ١٣/فبراير/١٩٨٠م قد هيأت اطـــارا لبرنامج شامل ومتنوع من التعاون الفني الذى يجرى تنفيذه تحت رعاية اللجنة السعودية الامريكية المشتركة للتعاون الاقتصادى (اللجنة) .

واخذا بعين الاعتبار ان برامج المعونة الفنية والتي يجرى تنفيذها تحت رعاية اللجنة السعودية الامريكية المشتركة للتعاون الاقتصادى قد اسهمت ايضا فـــي التفاهم المتزايد وفي العلاقة المتينة بين البلدين .

ورغبة منهما في الاستمرار في هذا المجهود التعاوني الهام، فان حكومـــة المملكة العربية السعودية وحكومة الولايات المتحدة توافقان على ما يلي :

(أ) تمديد فترة سريان الاتفاقية لمدة خمس سنوات تبدأ من ١٣/فبراير/١٩٨٠م.

(ب) استمرار التعاون بين حكومتي البلدين في نطاق اللجنة المشتركة برئاســـة كل من وزير الماليه والاقتصاد الوطني السعودى ووزير الخزانة الامريكي .

(جـ) استعراض اوضاع وتقدم المشروعات التعاونية التي تنفذ تحت رعاية اللجنة سنويا وتحديد المجالات الجديدة للتعاون بين البلدين .

تم التوقيع في اليوم: السادس من شهر محرم عام ١٤٠٠هـ
الخامس والعشرين من شهر نوفمبر ١٩٧٩م .

عن حكومة الولايات المتحدة الامريكية

ج . وليام ميلر

عن حكومة المملكة العربية السعودية

محمد ابا الخيل

ع . ح

PEOPLE'S REPUBLIC OF BULGARIA

Cooperation in Agriculture

Joint statement signed at Washington November 26, 1979;
Entered into force November 26, 1979.

JOINT STATEMENT
ON THE DEVELOPMENT OF COOPERATION IN AGRICULTURE
BETWEEN THE
DEPARTMENT OF AGRICULTURE OF THE UNITED STATES OF AMERICA
AND THE
NATIONAL AGRO-INDUSTRIAL UNION
OF THE PEOPLE'S REPUBLIC OF BULGARIA

The Department of Agriculture of the United States of America, and the National Agro-Industrial Union of the People's Republic of Bulgaria, hereafter called "The Parties", led by the desire to develop and expand economic, scientific, technical and commercial cooperation in agriculture and the food industry, on the basis of mutual advantage and equality, have agreed on the following:

ARTICLE I

The two Parties have agreed to establish cooperation in:

--Science and technology, including the exchange of germplasm and breeding materials;

--Exchange of agricultural specialists and trainees;

--Exchange of agricultural and statistical information;

--Development and expansion of commercial agricultural relations.

ARTICLE II

The Parties will make every effort to facilitate and expand cooperation in production, science, and trade of agricultural and food products between the United States of America and the People's Republic of Bulgaria through the encouragement of bilateral contacts between representatives of the U.S. Department of Agriculture, firms, institutes, trade associations, and private individuals from the United States and representatives of the National Agro-Industrial Union and appropriate organizations and institutes of the People's Republic of Bulgaria.

ARTICLE III

To advance technical cooperation, both Parties will promote exchanges on the basis of mutual advantage in the fields of mechanization, plant, animal and soil science, and the food industry. Specific cooperative activities in training, information exchanges, and research will be developed by mutual agreement in conformity with the policies and laws of both countries.

ARTICLE IV

The Parties will make available, on a mutually agreeable basis, a number of trainees and specialists, to develop further expertise in the fields of agriculture and the food industry.

The number of exchanges and the subjects to be covered, as well as the financial terms, will be agreed upon annually by authorized representatives of the two countries or via diplomatic channels.

ARTICLE V

The Parties will encourage their respective research institutes to establish direct cooperation in the investigation of research problems, the exchange of information on matters of mutual interest, organization of symposia and conferences on subjects of interest to both countries, and the exchange of researchers in the field of agriculture and the food industry.

ARTICLE VI

To increase the information flow, the Parties have agreed to exchange current agricultural economic and statistical data, as indicated in the Annex to the Joint Statement.

The Annex to this Statement forms an integral part thereof.

Further expansion of information exchanges shall be promoted through requests to the working group, to be established in conformity with Article VIII of this statement, and through consultations by each country's agricultural attache or other diplomatic representative with the offices outlined in Article VII.

ARTICLE VII

The contacts between the two Parties will be maintained primarily through the Foreign Agricultural Service of the U.S. Department of Agriculture and the Directorate of International Cooperation at the National Agro-Industrial Union.

ARTICLE VIII

To promote continuity, a working group will be established, under the auspices of the Joint Statement on the Development of Cooperation in Agriculture, which will meet once a year to develop and adopt measures for the realization of the present Statement and report on their implementation. The agricultural attaches of both countries will be permenent members of this working group.

ARTICLE IX

To review the fulfillment of the obligations ensuing from the Joint Statement, the U.S. Secretary of Agriculture and the Chairman of the National Agro-Industrial Union of the People's Republic of Bulgaria, or their respective designees, will meet two years after the signing of the Joint Statement.

ARTICLE X

This Joint Statement, made in two authentic copies in the English and Bulgarian languages, shall enter into force upon signature and remains in force five years unless extended by mutual agreement. The Joint Statement may be terminated unilaterally at any time upon six months written notice. In the event of termination of this Joint Statement, arrangements shall be made for completion of activities already underway under this Joint Statement. The present Joint Statement was signed in Washington, D.C. on November 26, 1979.

For the Department of Agriculture of the United States of America [1]

For the National Agro-Industrial Union of the People's Republic of Bulgaria [2]

[1] Bob Bergland.
[2] Vasil Tsanov.

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ANNEX TO THE JOINT STATEMENT
ON THE DEVELOPMENT OF COOPERATION IN AGRICULTURE

Data to be provided by both Parties	Date
1. Total area, yield and production of major crops — Grains (wheat, barley, maize for grain) — Industrial crops (sunflower, soybeans, tobacco, cotton, sugar beets) — Vegetables (potatoes)	Mid-February, preliminary data for previous year; June, final data for previous year.
2. Total livestock and poultry numbers (by type) — Cattle — Hogs — Sheep — Poultry	Mid-February, for the beginning of the year; July, for the livestock and poultry numbers of the social sector at mid-year.
3. Production of principal livestock products — Meat (by type) — Dairy products (milk, cheese) — Eggs	Mid-February, preliminary data for the previous year; July, final data for the social sector in the first half of the year.
4. Total imports of major agricultural commodities, by origin, in quantity. Total feed grain (barley and corn), total oilseed meals (soybean meal and sunflower meal) and cattle hides.	Mid-February, for previous year; end of July for the first half of the year.
5. Total exports of major agricultural commodities by destination in quantity. Oriental tobacco, cigarettes, wheat, corn, oilseeds (by type), meat and meat products, cheese and eggs.	Mid-February, for the previous year; end of July for first half of the year.

СЪВМЕСТНО ЗАЯВЛЕНИЕ

ЗА РАЗВИТИЕ НА СЪТРУДНИЧЕСТВО В СЕЛСКОТО СТОПАНСТВО МЕЖДУ НАЦИОНАЛНИЯ АГРАРНО-ПРОМИШЛЕН СЪЮЗ НА НАРОДНА РЕПУБЛИКА БЪЛГАРИЯ И МИНИСТЕРСТВОТО НА ЗЕМЕДЕЛИЕТО НА СЪЕДИНЕНИТЕ АМЕРИКАНСКИ ЩАТИ

Националният аграрно-промишлен съюз на Народна република България и Министерството на земеделието на Съединените американски щати, по-долу наречени "договорящите се страни", водени от желанието да развиват и разширяват икономическо, научно, техническо и търговско сътрудничество в селското стопанство и хранителната промишленост на базата на взаимна изгода и равенство, се съгласиха за следното:

Член I

Двете договарящи се страни се съгласиха да установят сътрудничество в:

- науката и техниката, включително размяната на ембриална плазма и разплодни материали;
- размяна на селскостопански специалисти и лица за обучение;
- обмен на селскостопанска и статистическа информация;
- развитие и разширяване на търговията в областта на селското стопанство.

Член II

Страните ще положат всички усилия за улесняване и разширяване на сътрудничеството в производството, науката и търговията със селскостопански и хранителни продукти между Народна република България и Съединените американски щати чрез поощряване на двустранните контакти между представители на Националния аграрно-промишлен съюз и подходящи организации и институти на Народна република България и представители на Министерството на земеделието на САЩ, фирми, институти, търговски асоциации и частни лица от Съединените американски щати.

Член III

За развитие на техническото сътрудничество двете договорящи се страни ще насърчават обмена на основата на взаимната изгода в областта на механизацията, науките за растенията и животните, почвознанието и хранителната промишленост. Конкретни мероприятия за сътрудничество в обучението, обмена на информация и изследователската работа ще бъдат разработени по взаимно съгласие, в съответствие с политиката и законите на двете страни.

Член IV

Страните ще предоставят на взаимно съгласувана основа лица за обучение и специалисти за развитие и задълбочаване на познанията в областите на селското стопанство и хранителната промишленост.

Броят на разменените лица и темите, които ще бъдат обхванати, а така също и финансовите условия ще се съгласуват годишно от упълномощени представители на двете страни или по дипломатически канали.

Член V

Страните ще поощряват съответните свои изследователски институти да установяват преко сътрудничество в проучването на изследователски проблеми, размяната на информация по въпроси от взаимен интерес, организирането на симпозиуми и конференции по теми, интересуващи двете страни и обмена на изследователи в областта на селското стопанство и хранителната промишленост.

Член VI

За увеличаване потока на информация, договарящите се страни се съгласиха да обменят текущи селскостопански икономически и статистически данни, както е посочено в Приложението към Съвместното заявление.

Приложението към настоящето заявление представлява неделима част от него.

По-нататъшно разширяване на обмена на информация ще се извърши чрез искания до работните групи, които ще бъдат образувани в съответствие с Член VIII на това Заявление и чрез консултации на аташето по селскостопанските въпроси или друг дипломатически представител на всяка от страните със службите, посочени в Член VII.

Член VII

Контактите между двете договарящи се страни ще бъдат поддържани главно чрез Дирекцията за международно сътрудничество към Националния аграрно-промишлен съюз на Народна република България и Службата за връзки с чужбина на Министерството на земеделието на САЩ.

Член VIII

За осъществяване на приемственост ще бъде създадена работна група, в съгласие със Съвместното заявление за развитието на сътрудничество в селското стопанство, която се събира един път годишно, за да разработва, приема и отчита изпълнението на мерки за реализиране на настоящето заявление. Като постоянни представители в тази група ще участвуват и селскостопанските аташета акредитирани в съответните страни.

Член IX

За преглед на изпълнението на задълженията, следващи от Съвместното заявление, председателят на Националния аграрно-промишлен съюз на Народна република България и министърът на земеделието на САЩ, или съответни посочени от тях лица ще се срещнат две години след подписването на Съвместното заявление.

Член X

Това Съвместно заявление, съставено в два автентични екземпляра на български и английски езици, ще влезе в сила след подписване

и остава в сила пет години, ако не бъде продължено по взаимно съгласие. Съвместното заявление може да бъде прекратено едностранно по всяко време с шестмесечно писменно предизвестие . В случай на прекратяване на това Съвместно заявление ще бъдат взети мерки за довършване на дейности вече в ход съгласно това Съвместно заявление.

Настоящето Съвместно заявление е подписано в гр. Вашингтон на 26 ноември 1979 година.

ЗА НАЦИОНАЛНИЯ АГРАРНО-ПРОМИШЛЕН СЪЮЗ НА НАРОДНА РЕПУБЛИКА БЪЛГАРИЯ

ЗА МИНИСТЕРСТВО НА ЗЕМЕДЕЛИЕТО НА СЪЕДИНЕНИТЕ АМЕРИКАНСКИ ЩАТИ

П Р И Л О Ж Е Н И Е

КЪМ СЪВМЕСТНОТО ЗАЯВЛЕНИЕ ЗА РАЗВИТИЕ НА СЪТРУДНИЧЕСТВОТО В СЕЛСКОТО СТОПАНСТВО

Данни, които ще бъдат предоставяни от двете договорящи се страни	Срок
1. Обща площ, добив и производство на по-важни култури - зърнени /пшеница,ечемик,царевица за зърно/ - технически култури/слънчоглед, соя, тютюн, памук,захарно цвекло/ - зеленчуци /картофи/	Средата на февруари-предварителни данни за предходната година; м. юни - окончателни данни за предходната година
2. Общо брой на животни и птици / по вид/ - говеда - свине - овце - птици	Средата на февруари за началото на годината; юли - за броя на животни и птици в обществения сектор в средата на годината
3. Производство на основни животински продукти - месо /по видове/ - млечни произведения /мляко сирене/ - яйца	Средата на февруари - предварителни данни за предходната година; юли - окончателни данни за обществения сектор през първата половина на годината
4. Внос - общо на основни селскостопански стоки: по произход, количество Общо-фуражно зърно /ечемик и царевица/ Общо-прот /соев прот и слънчогледов прот/ и говежди кожи	Средата на февруари за предходната година; края на юли за първата половина на годината
5. Износ - общо на основни селскостопански стоки по направление и количество: Ориенталски тютюн, цигари, пшеница, царевица,маслодайни семена /по вид/, месо и месни продукти, сирене и яйца.	Средата на февруари за преходната година; края на юли за първата половина на годината.

MEXICO

Narcotic Drugs: Illicit Crop Detection System

Agreement amending the agreement of May 22, 1978, as amended.
Effected by exchange of letters
Signed at México December 6, 1979;
Entered into force December 6, 1979.

The American Chargé d'Affaires ad interim to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA

México, D.F.

December 6, 1979

His Excellency
Lic. Oscar Flores
Attorney General of the Republic
San Juan de Letrán No. 9
México, D.F.

Dear Mr. Attorney General:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and increase by U.S. $ 450,000 the funding provided under the agreement effected by our exchange of letters dated May 22, 1978, as amended twice thereafter.[1] It is further understood the purpose of these funds is for the advanced poppy detection system (APDS) to support opium poppy eradication and narcotics interdiction.

The Government of the United States therefore agrees to delete the phrase "Seven Million Dollars (U.S. $ 7,000,000) of which Six Million Eight Hundred Thousand Dollars (U.S. $ 6,800,000)" from the fourth paragraph of our letter dated May 22, 1978, as previously amended, and substitute therefor the phrase "Seven Million Four Hundred and Fifty Thousand Dollars (U.S. $ 7,450,000) of which Seven Million Two Hundred and Fifty thousand Dollars (U.S. $ 7,250,000)".

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the cooperative narcotics control effort of our two governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurances of my highest consideration and personal esteem.

John A. Ferch
Chargé d'Affaires, a.i.

[1] TIAS 9248; 30 UST 1237.

The Mexican Attorney General to the American Chargé d'Affaires ad interim

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., diciembre 6 de 1979.

SR. JOHN A. FERCH,
ENCARGADO DE NEGOCIOS
AD INTERIM,
PRESENTE.

Excelentísimo señor:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. $450,000 los fondos proporcionados de nuestra carta fechada 22 de mayo de 1978, y a su vez enmendada en dos ocasiones posteriormente. Se tiene por entendido que el propósito de estos fondos es para el sistema avanzado para detección de amapola (SADA) en apoyo de la destrucción de amapola de opio y la intercepción de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase "Siete Millones de Dólares (U.S. $7,000,000) del cual Seis Millones Ochocientos Mil Dólares (U.S. $6,800,000)" del cuarto párrafo de nuestra carta de fecha 22 de mayo de 1978, como previamente enmendada, y substituir la frase "Siete Millones Cuatrocientos Cincuenta Mil Dólares (U.S. $7,450,000) del cual Siete Millones Doscientos Cincuenta Mil Dólares (U.S. $7,250,000)".

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de México, en relación con los esfuerzos de los dos Gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este acuerdo.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un Convenio entre nuestros Dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para expresar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States

Office of the Attorney General
of the Republic

Mexico, D.F., December 6, 1979

Mr. John A. Ferch
Charge d'Affaires ad interim
Mexico, D.F.

Sir:

I take pleasure in replying to your letter of today's date which, translated into Spanish, reads as follows:

[For the English language text, see p. 2.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed note.

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

Oscar Flores

Oscar Flores
Attorney General of the Republic

TRINIDAD AND TOBAGO

Trade

Agreement signed at Washington December 19, 1979;
Entered into force January 1, 1980.
With related letter.

AGREEMENT ON TRADE BETWEEN
THE GOVERNMENTS OF THE UNITED STATES OF AMERICA
AND TRINIDAD AND TOBAGO

1. The Governments of the United States of America and of Trinidad and Tobago, having conducted trade negotiations under the Multilateral Trade Negotiations under the General Agreement on Tariffs and Trade[1] have reached the agreement contained herein, as contracting parties to that General Agreement.

2. In accordance with the provisions of paragraph 5 of the Tokyo Declaration,[2] Trinidad and Tobago is willing to make a contribution to the Multilateral Trade Negotiations consistent with its level of economic development.

3. The Government of Trinidad and Tobago will bind tariff rates on the following items:

Tariff Heading Number	Product Description	Bound Tariff Rate
Ex 84.06	Stationary industrial internal combustion engines	15 percent
84.07	Hydraulic engines and motors	5 "
Ex 84.13	Furnace burners for liquid fuel	5 "
84.14	Industrial and laboratory furnaces	5 "
Ex 84.24	Agricultural and horticultural machinery	5 "

4. Such binding is recognized to be a substantial contribution by the Government of Trinidad and Tobago to the Multilateral Trade Negotiations.

5. The Government of the United States is prepared, on the basis of the above bindings by the Government of Trinidad and Tobago, to reduce the duties on bitters, the tariff items 168.12 and 168.13 of the Tariff Schedules of the United States as in effect Janaury 1, 1980 (item 168.15 as at present in effect), as follows:

TSUS	Description	Bound Reduced Duty
	Bitters of all kinds containing spirits: Not fit for use as beverages:	
168.12	In containers each holding not over 1 gallon	38¢ per proof gallon
168.13	In containers each holding over 1 gallon	38¢ per proof gallon

6. These reductions will be implemented fully in 1980.

[1] TIAS 1700; 61 Stat., pts. 5 and 6.
[2] *Department of State Bulletin*, Oct. 8, 1973, p. 450.

7. The United States concession on bitters is contingent upon the Government of Trinidad and Tobago not introducing any non-tariff measures that would erode the value of the five bindings.

8. These concessions will be implemented as though they were included in schedules of Trinidad and Tobago and the United States, respectively, to the General Agreement on Tariffs and Trade, and it is hoped that they will in fact become parts of such schedules.

9. This agreement shall enter into force on January 1, 1980, and may be terminated on six months written notice.

Done at Washington, this 19 day of December, 1979.

[1]
For Trinidad and Tobago

[2]
For the United States

[1] C. C. Alleyne.
[2] H. Jon Rosenbaum.

[RELATED LETTER]

OFFICE OF THE SPECIAL REPRESENTATIVE
FOR TRADE NEGOTIATIONS
EXECUTIVE OFFICE OF THE PRESIDENT
WASHINGTON
20506

December 19, 1979

Mr. Trevor Spencer
Ministry of External Affairs
Government of Trinidad and Tobago

Dear Mr. Spencer:

I am pleased that the Governments of the United States of America and Trinidad and Tobago have entered into a trade agreement within the context of the Multilateral Trade Negotiations.

With regard to paragraph six of the agreement, my Government interprets the phrase "implemented fully in 1980" as meaning that implementation or staging will proceed at the fastest possible rate under United States legislation. It is my understanding that your Government accepts this interpretation.

I appreciate your cooperation in this matter.

Sincerely,

H. Jon Rosenbaum
Trade Negotiator

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Traffic

Agreement amending the agreement of June 2, 1977, as amended.
Effected by exchange of letters
Signed at México December 5, 1979;
Entered into force December 5, 1979.

The American Chargé d'Affaires ad interim to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
MÉXICO, D.F.

DECEMBER 5, 1979

His Excellency
Lic. OSCAR FLORES
Attorney General of the Republic
San Juan de Letrán No. 9
México, D.F.

DEAR MR. ATTORNEY GENERAL:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, and increase by U.S. $1,500,000 the funding provided under the agreement effected by our exchange of letters dated June 2, 1977, as amended five times thereafter. [1] It is further understood the purpose of these funds is for opium poppy eradication and narcotics interdiction.

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[1] TIAS 8952, 9251, 9637; 29 UST 2483; 30 UST 1284; 31 UST 4760.

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The Government of the United States therefore agrees to delete the phrase "Fifteen Million, Six Hundred and Ninety Six Thousand, Two Hundred and Thirty Five Dollars (U.S. $15,696,235)", in the second paragraph of our letter dated June 2, 1977, as previously amended and substitute therefor the phrase, "Seventeen Million, One Hundred and Ninety Six Thousand, Two Hundred and Thirty Five Dollars (U.S. $17,196,235)".

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the cooperative narcotics control effort of our two governments, except as herein expressly modified, remain in full force and effect and applicable to this agreement.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply shall constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurances of my highest consideration and personal esteem.

J A FERCH

John A. Ferch
Chargé d'Affaires, a.i.

The Mexican Attorney General to the American Chargé d'Affaires ad interim

PROCURADURIA GENERAL DE LA REPUBLICA

México, D.F., diciembre 5 de 1979.

SR. JOHN A. FERCH,
ENCARGADO DE NEGOCIOS
AD INTERIM,
PRESENTE.

Excelentísimo señor:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, y aumentar por U.S. $1,500,000 los fondos proporcionados de nuestra carta fechada 2 de junio de 1977, y a su vez enmendada en cinco ocasiones posteriormente. Además, se tiene por entendido que el propósito de estos fondos es para la destrucción de amapola de opio y la intercepción de estupefacientes.

El Gobierno de los Estados Unidos, por lo tanto, está de acuerdo en suprimir la frase "Quince Millones, Seiscientos Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. $15,696,235)" en el segundo párrafo de nuestra carta de fecha 2 de junio de 1977, como previamente enmendada, y substituir la frase "Diecisiete Millones, Ciento Noventa y Seis Mil, Doscientos Treinta y Cinco Dólares (U.S. $17,196,235)".

Se tiene por entendido que las disposiciones de todos los convenios previos entre el Gobierno de los Estados Unidos y el Gobierno de Mé-

xico, en relación con los esfuerzos de los dos Gobiernos para el control de estupefacientes, excepto como expresamente se modifica aquí, permanecen en pleno vigor y efecto y serán aplicables en este acuerdo.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un Convenio entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para expresar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States

Office of the Attorney General
of the Republic

Mexico, D.F., December 5, 1979

Mr. John A. Ferch
Charge d'Affaires ad interim
Mexico, D.F.

Sir:

I take pleasure in replying to your letter of today's date which, translated into Spanish, reads as follows:

[For the English language text, see pp. 5913-5914.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed note.

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

Oscar Flores

Oscar Flores
Attorney General of the Republic

MEXICO

Narcotic Drugs: Salary Supplements

Agreement effected by exchange of letters
Signed at México December 3, 1979;
Entered into force December 3, 1979.

The American Chargé d'Affaires ad interim to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
MÉXICO, D.F.

DECEMBER 3, 1979

His Excellency
Licenciado OSCAR FLORES
Attorney General of the Republic
San Juan de Letrán No. 9
México, D.F.

DEAR MR. ATTORNEY GENERAL:

In confirmation of recent conversations between officials of our two governments relating to the cooperation between Mexico and the United States to curb the illegal traffic in narcotics, I am pleased to advise you that the Government of the United States, represented by the Embassy of the United States of America, is willing to enter into additional cooperative arrangements with the Government of Mexico, represented by the Office of the Attorney General, for the purpose of opium poppy eradication and narcotics interdiction.

The Government of the United States will reimburse and/or advance the Government of Mexico in an amount equal to the cost of supplements to salaries in order to augment the present wage scale restrictions of the Office of the Attorney General for Mexican support personnel, as mutually agreed upon, in an amount not to exceed nine hundred thousand dollars ($900,000).

The Government of Mexico agrees to provide supporting documents periodically as mutually agreed upon to substantiate all disbursements made on a reimbursable and/or advance basis.

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the narcotics control effort of the Government of Mexico remain in full force and effect, and applicable to this agreement unless otherwise expressly modified herein.

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an agreement between our two governments.

I take this opportunity to reiterate to you the assurance of my highest consideration and personal esteem.

J A FERCH

John A. Ferch
Chargé de'Affaires, a.i.

The Mexican Attorney General to the American Chargé d'Affaires ad interim

PROCURADURIA GENERAL
DE LA
REPUBLICA

México, D.F., a 3 de diciembre de 1979.

SR. JOHN A. FERCH,
ENCARGADO DE NEGOCIOS
AD INTERIM,
PRESENTE.

Excelentísimo señor:

Me es grato dar respuesta a su atenta comunicación del día de hoy, cuyo texto traducido al español es el siguiente:

"Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal de estupefacientes, me complace comunicarle que el Gobierno de los Estados Unidos, representado por la Embajada de los Estados Unidos de América, está dispuesto a entrar en arreglos cooperativos adicionales con el Gobierno de México, representado por la Procuraduría General de la República, con el propósito de destruir la amapola de opio y la intercepción de estupefacientes.

El Gobierno de los Estados Unidos reembolsará y/o adelantará al Gobierno de México por un monto igual al costo de remuneración complementaria a salarios para el aumento de las restricciones actuales en materia de escalas salariales de la Procuraduría General para el personal Mexicano de apoyo, tal y como se ha acordado mutuamente, por una cantidad que no excederá de Novecientos Mil Dólares (U.S. $900,000).

El Gobierno de México está de acuerdo en proveer periódicamente documentos respaldando los desembolsos efectuados procedentes de fondos dados sobre una base de reembolso y/o por adelantado, según se ha convenido mutuamente entre representantes de nuestros dos Gobiernos.

Se tiene por entendido que todas las disposiciones restantes de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación a los esfuerzos del Gobierno de México para frenar el tráfico ilegal de estupefacientes permanecen en pleno vigor y efecto y son aplicables a este Acuerdo a menos de que se modifique expresamente aquí.

Si lo antedicho es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nuestros dos Gobiernos.

Aprovecho esta oportunidad para reiterar a usted las seguridades de mi más alta consideración y estima personal."

Deseo expresar a usted que el Gobierno de México está de acuerdo en los términos de la nota transcrita.

Aprovecho la ocasión para expresar a su Excelencia la seguridad de mi más elevada consideración.

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL DE LA REPUBLICA.

LIC. OSCAR FLORES.

TRANSLATION

United Mexican States

Office of the Attorney General
of the Republic

Mexico, D.F., December 3, 1979

Mr. John A. Ferch
Charge d'Affaires ad interim
Mexico, D.F.

Sir:

I take pleasure in replying to your message of today's date which, translated into Spanish, reads as follows:

[For the English language text, see pp. 5918-5919.]

I wish to inform you that the Government of Mexico concurs in the terms of the transcribed note.

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

Oscar Flores

Oscar Flores
Attorney General of the Republic

SPAIN

Atomic Energy: Technical Information Exchange and Nuclear Safety Matters

Arrangement signed at Madrid November 5, 1979;
Entered into force November 5, 1979.

ARRANGEMENT
BETWEEN
THE UNITED STATES NUCLEAR REGULATORY COMMISSION
(U.S.N.R.C.)
AND
THE SPANISH JUNTA DE ENERGIA NUCLEAR
(J.E.N.)
FOR THE EXCHANGE OF TECHNICAL INFORMATION
AND COOPERATION IN NUCLEAR SAFETY MATTERS

The United States Nuclear Regulatory Commission (hereinafter called the U.S.N.R.C.) and the Spanish Junta de Energia Nuclear (hereinafter called the J.E.N.);

Having a mutual interest in a continuing exchange of information pertaining to regulatory matters and of standards required or recommended by their organizations for the regulation of safety and environmental impact of nuclear facilities;

Having similarly cooperated under the terms of a five-year Arrangement for the exchange of technical information in regulatory matters and cooperation in development of safety standards, originally signed on October 29, 1974,[1] between the United States Atomic Energy Commission and the Spanish Junta de Energia Nuclear (J.E.N.), but continued after January 19, 1975, as between the U.S.N.R.C. and the J.E.N., such Arrangement including provision for its extension as mutually agreed upon by the parties;

Having indicated their mutual desire to continue the cooperation established under the aforementioned Arrangement;

Have agreed as follows:

[1] TIAS 8344; 27 UST 2716.

I. SCOPE OF THE ARRANGEMENT

I.1 Technical Information Exchange

To the extent that the U.S.N.R.C. and the J.E.N. are permitted to do so under the laws and regulations of their respective countries, the parties agree to exchange the following types of technical information relating to the regulation of safety and environmental impact of designated nuclear energy facilities:

a. Topical reports concerning technical safety and environmental effects written by or for one of the parties as a basis for, or in support of, regulatory decisions and policies.

b. Documents relating to significant licensing actions and safety and environmental decisions affecting nuclear facilities.

c. Detailed documents describing the U.S.N.R.C. process for licensing and regulating certain U.S. facilities designated by the J.E.N. as similar to certain facilities being built or planned in Spain and equivalent documents on such Spanish facilities.

d. Information in the field of reactor safety research that requires early attention in the interest of public safety, along with an indication of significant implications.

e. Reports on operating experience, such as reports on nuclear incidents, accidents and shutdowns, and compilations of historical reliability data on components and systems.

f. Regulatory procedures for the safety, safeguards, and environmental impact evaluation of nuclear facilities.

g. Early advice of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the parties.

h. Copies of regulatory standards required to be used, or proposed for use, by the regulatory organizations of the parties.

I.2 Training and Assignments

The U.S.N.R.C. will assist the J.E.N. in providing certain training and experience for J.E.N. safety personnel. Costs of salary, allowances and travel of J.E.N. participants will be paid by the J.E.N. Participation will be permitted within the limits of available resources. The following are typical of the kinds of training and experience that may be provided:

a. J.E.N. inspector accompaniment of U.S.N.R.C. inspectors on reactor and reactor construction inspections in the U.S., including extended briefings at U.S.N.R.C. regional inspection offices (anticipated 1-2 persons per year, each visit 1-3 weeks in length).

b. Participation by J.E.N. employees in U.S.N.R.C. staff training courses.

c. Assignment of J.E.N. employees for 1-2 year periods to the U.S.N.R.C. staff, to work on U.S.N.R.C. staff duties and gain experience (1-2 assignees at a time).

I.3 Additional Safety Advice

To the extent that the documents and other information provided by U.S.N.R.C. as described in I.1 and I.2, above, are not adequate to meet J.E.N. needs for technical advice, the parties will consult on the best means for fulfilling such needs. U.S.N.R.C. will attempt, within the limits of appropriated resources and legislative authority, to assist the J.E.N. in meeting these needs. For example, within these limits, U.S.N.R.C. will attempt to meet requests that come through the IAEA for technical assistance missions to Spain by U.S.N.R.C. safety experts.

II. ADMINISTRATION

II.1 The exchange of information under this Arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance. A meeting will be held annually, or at such other times as mutually agreed, to

review the exchange of information, to recommend revisions to the provisions of the Arrangement, and to discuss topics within the scope of the exchange. The time, place, and agenda for such meetings shall be agreed upon in advance. Visits which take place under the Arrangement, including their schedules, shall have the prior approval of the administrators.

II.2 An administrator will be designated by each party to coordinate its participation in the overall exchange. The administrators shall be the recipients of all documents transmitted under the exchange, including copies of all letters unless otherwise agreed. Within the terms of the exchange, the administrators shall be responsible for developing the scope of the exchange, including agreement on the designation of the nuclear energy facilities subject to the exchange, and on specific documents and standards to be exchanged. One or more technical coordinators may be appointed as direct contacts for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange providing access to equivalent available information from both sides is achieved and maintained.

II.3 The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract in English, 250 words or less, describing its scope and content.

II.4 The application or use of any information exchanged or transferred between the parties under this Arrangement shall be the responsibility of the receiving party, and the transmitting party does not warrant the suitability of such information for any particular use or application.

II.5 Recognizing that some information of the type covered in this Arrangement is not available within the agencies which are parties to this Arrangement, but is available from other agencies of the governments of the parties, each party will assist the other to the maximum extent possible by organizing visits and directing inquiries concerning such information to appropriate agencies of the government concerned. The foregoing shall not constitute a commitment of other agencies to furnish such information or to receive such visitors.

II.6 Nothing contained in this Arrangement shall require either party to take any action which would be inconsistent with its laws, regulations, and policy directives. No nuclear information related to proliferation-sensitive technologies will be

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exchanged under this Arrangement. Should any conflict arise between the terms of this Arrangement and those laws, regulations, and policy directives, the parties agree to consult before any action is taken.

II.7 Information exchanged under this Arrangement shall be subject to the patent provisions in the Addendum of this document.

III. EXCHANGE AND USE OF INFORMATION

III.1 General

The parties support the widest possible dissemination of information provided or exchanged under this Arrangement, subject both to the need to protect proprietary or other confidential or privileged information as may be exchanged hereunder, and to the provisions of the Patent Addendum.

III.2 Definitions (As used in Article III)

a. The term "information" means nuclear energy-related regulatory, safety, safeguards, scientific, or technical data, including information on results or methods of research and development, and any other knowledge intended to be provided or exchanged under this Arrangement.

b. The term "proprietary information" means information which contains trade secrets or commercial or financial information which is privileged or confidential.

c. The term "other confidential or privileged information" means information, other than "proprietary information," which is protected from public disclosure under the laws and regulations of the country providing the information and which has been transmitted and received in confidence.

III.3 Marking Procedures for Documentary Proprietary Information

A party receiving documentary proprietary information pursuant to this Arrangement shall respect the privileged nature thereof, provided such proprietary information is clearly marked with the following (or substantially similar) restrictive legend:

> "This document contains proprietary information furnished in confidence under an Arrangement dated _____ between the United States Nuclear Regulatory Commission and the Spanish Junta de Energía Nuclear and shall not be disseminated outside these organizations, their consultants, contractors, and licensees, and concerned departments and agencies of the Government of the United States and the Government of Spain without the prior approval of (name of submitting party). This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this information is disclosed by the owner without restriction."

III.4 Dissemination of Documentary Proprietary Information

a. Proprietary information received under this Arrangement may be freely disseminated by the receiving party without prior consent to persons within or employed by the receiving party, and to concerned Government departments and Government agencies in the country of the receiving party.

b. In addition, proprietary information may be disseminated without prior consent

(1) to prime or subcontractors or consultants of the receiving party located within the geographical limits of that party's nation, for use only within the scope of work of their contracts with the receiving party in work relating to the subject matter of the proprietary information; and

(2) to organizations permitted or licensed by the receiving party to construct or operate nuclear production or utilization facilities, or to use nuclear materials and radiation sources, provided that such proprietary information is used only within the terms of the permit or license; and

(3) to contractors of organizations identified in III.4b. (2), above, for use only in work within the scope of the permit or license granted to such organizations,

Provided that any dissemination of proprietary information under (1), (2), and (3), above, shall be on an as-needed, case-by-case basis, and shall be pursuant to an agreement of confidentiality.

c. With the prior written consent of the party furnishing proprietary information under this Arrangement, the receiving party may disseminate such proprietary information more widely than otherwise permitted in subsections a. and b. The parties shall cooperate in developing procedures for requesting and obtaining approval for such wider dissemination, and each party will grant such approval to the extent permitted by its national policies, regulations, and laws.

III.5 Marking Procedures for Other Confidential or Privileged Information of a Documentary Nature

A party receiving under this Arrangement other confidential or privileged information shall respect its confidential nature, provided such information is clearly marked so as to indicate its confidential or privileged nature and is accompanied by a statement indicating

a. that the information is protected from public disclosure by the Government of the transmitting party; and

b. that the information is submitted under the condition that it be maintained in confidence.

III.6 Dissemination of Other Confidential or Privileged Information of a Documentary Nature

Other confidential or privileged information may be disseminated in the same manner as that set forth in paragraph III.4, Dissemination of Documentary Proprietary Information.

III.7 Non-Documentary Proprietary or Other Confidential or Privileged Information

Non-documentary proprietary or other confidential or privileged information provided in seminars and other meetings arranged under this Arrangement, or information arising from the attachments of staff, use of facilities, or joint projects, shall be treated by the parties according to the principles specified for documentary information in this Arrangement; provided, however, that the party communicating such proprietary or other confidential or privileged information has placed the recipient on notice as to the character of the information communicated.

III.8 Consultation

If, for any reason, one of the parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the nondissemination provisions of this

Arrangement, it shall immediately inform the other party. The parties shall thereafter consult to define an appropriate course of action.

III.9 Other

Nothing contained in this Arrangement shall preclude a party from using or disseminating information received without restriction by a party from sources outside of this Arrangement.

IV. FINAL PROVISIONS

IV.1 This Arrangement shall enter into force upon signature and, subject to paragraph IV.2 of this Article, shall remain in force for five years unless extended for a further period of time by agreement of the parties.

IV.2 Either party may withdraw from the present Arrangement after providing the other party written notice 90 days prior to its intended date of withdrawal.

Signed in Madrid, Spain, on the 5th day of November 1979.

Signed:

[1]

On behalf of
The Spanish Junta de
Energia Nuclear

[2]

On behalf of
The United States Nuclear
Regulatory Commission

[1] Jesus Olivares B.
[2] Richard T. Kennedy.

Addendum

Patent Addendum for U.S.N.R.C. - J.E.N. Arrangement

1. Definitions

When used in this Addendum, unless the context otherwise indicates

i. The term "personnel" means: (a) the employees of a party to this Arrangement and (b) the employees of a contractor of a party to this Arrangement.

ii. The term "inventing party" means the party of this Arrangement whose personnel have made or conceived an invention or discovery during the course of or under the activities covered by the terms of this Arrangement.

2. Reporting and Allocation of Rights

i. Except as otherwise provided in paragraph ii hereinafter, if an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement, or if such invention was made or conceived as a direct result of information acquired by such personnel from the other party, then the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) agrees to transfer and assign to the other party, all right, title, and interest in and to such invention or discovery in the country of the other party subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use and sell such invention or discovery in such other country; and

(c) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party and in third countries but shall grant to the other party, upon request of the other party, a non-exclusive, irrevocable, royalty-free license to make, use and sell such invention or discovery in such country of the inventing party and in such third countries.

ii. In the event an invention or discovery is made or conceived by the personnel of the inventing party during the course of or under the activities covered by the terms of this Arrangement and such invention was made or conceived while such personnel were assigned to the other party, the inventing party:

(a) agrees to promptly disclose such invention or discovery to the other party;

(b) may retain the entire right, title, and interest in and to such invention or discovery in the country of the inventing party;

(c) shall grant to the other party, upon request of the other party, a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in the country of the inventing party; and

(d) agrees to transfer and assign to the other party all right, title, and interest in and to such invention or discovery in the country of the other party and in third countries subject to the reservation of a nonexclusive, irrevocable, royalty-free license to make, use, and sell such invention or discovery in such other country and in such third countries.

iii. As employed in this Arrangement, a license to a party to make, use, and sell an invention or discovery shall include the right to have others make, use, and sell such invention or discovery on behalf of such licensed party.

3. Claims for Compensation

Each party agrees to waive, and does hereby waive, any and all claims against the other party for compensation, royalty or award as regards any invention, discovery, patent application or patent made or conceived in the course of or under this Arrangement, and agrees to release, and does hereby release, the other party with respect to any and all such claims, including any claims under the provisions of the United States Atomic Energy Act of 1954, as amended.[1]

[1] 68 Stat. 919; 42 U.S.C. § 2011 *et seq.*

ACUERDO
ENTRE
LA COMISION DE REGULACION NUCLEAR DE
LOS ESTADOS UNIDOS
(U.S.N.R.C.)
Y
LA JUNTA DE ENERGIA NUCLEAR DE ESPAÑA
(J.E.N.)
PARA EL INTERCAMBIO DE INFORMACION TECNICA
Y COOPERACION EN MATERIA DE SEGURIDAD NUCLEAR

La Comisión de Regulación Nuclear de los Estados Unidos (en adelante U.S.N.R.C.) y la Junta de Energía Nuclear de España (en adelante (J.E.N.);

Teniendo un interés mútuo en un intercambio continuo de información en relación con materias de regulación y de normativa requerida o recomendada por sus organizaciones para la regulación de la seguridad y del impacto ambiental de las instalaciones nucleares;

Habiendo colaborado analogamente bajo los términos de un acuerdo por cinco años para el intercambio de información técnica en materia de regulación y de cooperación en el desarrollo de normativa de seguridad, originalmente firmado el 29 de Octubre de 1.974 y entre la Comisión de Energía Atómica de los Estados Unidos y la Junta de Energía Nuclear de España (J.E.N.), continuado desde el 19 de Enero de 1.975 entre la U.S.N.R.C. y la J.E.N., incluyendo tal acuerdo la provisión para su extensión bajo mutuo acuerdo entre las partes;

Habiendo indicado su mútuo deseo de continuar la colaboración establecida bajo el acuerdo anteriormente mencionado;

Han acordado como sigue:

I. ALCANDE DEL ACUERDO

I.I Intercambio de información técnica

En la medida en que la U.S.N.R.C. y la J.E.N. estan autorizadas a hacerlo por las leyes y la reglamentación de sus respectivos paises, las partes acuerdan intercambiar los siguientes tipos de información técnica relativos a la regulación de la seguridad y del impacto ambiental de las instalaciones de energía nuclear designadas:

a. Informes genéricos en relación con la seguridad técnica y con los efectos ambientales, escritos por o para una de las partes, como bases para o en soporte de, decisiones de regulación y de vigilancia.

b. Documentos relativos a acciones de autorización significativas y a decisiones sobre la seguridad y el impacto ambiental, que afectan a las instalaciones nucleares.

c. Documentos detallados que describen el proceso en la U.S.N.R.C. para la autorización y regulación de ciertas instalaciones en U.S.A designadas por la J.E.N. como similares a ciertas instalaciones en construcción o en proyecto en España y documentos equivalentes sobre tales instalaciones españolas.

d. Información en el campo de la investigación de seguridad de reactores que requieren pronta atención en interés a la seguridad del público junto con una indicación de implicaciones significativas.

e. Informe sobre experiencia de operaciones, tales como informes sobre incidentes, acidentes y paradas y recopilaciones de datos historicos de fiabilidad de componentes y sistemas.

f. Procedimientos reguladores para la evaluación de la seguridad, de las salvaguardias y del impacto ambiental de las instalaciones nucleares.

g. Pronta comunicación de sucesos importantes, tales como incidentes de operación serios y paradas de reactores por decisiones gubernamentales, que son de interés inmediato a las partes.

h. Copias de las normas reguladoras de obligado cumplimiento o propuestas para su uso por las organizaciones reguladoras de las partes.

I.2 Entrenamiento y asignaciones

La U.S.N.R.C. asistirá a la J.E.N. en proporcionar cierto entrenamiento y experiencia al personal de seguridad de la J.E.N.. Los gastos de salario, asignaciones y viajes de los participantes de la J.E.N., serán pagados por la J.E.N.. La participación será permitida dentro de los límites de recursos disponibles. Los siguientes son tipos típicos de los entrenamientos y experiencia que se puede proporcionar:

a. Un inspector de la J.E.N. que acompañe a los inspectores de la U.S.N.R.C. en las inspecciones a los reactores o a la construcción de reactores en los U.S.A., incluyendo estancias extensas en las oficinas de inspección regionales de la U.S. R.N.C. (anticipadamente 1-2 personas por año, cada visita 1-3 semanas de duración.

b. Participación de personal de la J.E.N. en los cursos de entrenamiento de la plantilla de la U.S.N.R.C.

c. Asignación de personal de la J.E.N. por periodos de 1-2 años a la plantilla de la U.S.N.R.C. para trabajar sobre las tareas de dicha plantilla y adquirir experiencia (1-2 asignados al mismo tiempo).

1.3 Asesoramiento adicional en seguridad

En la medida en que los documentos y demás información proporcionada por la U.S.N.R.C., tal como se describe en I. y I.2 anteriormente, no sean adecuados para cumplir las necesidades de la J.E.N. en asesoramiento técnico, las partes consultarán sobre los mejores medios para satisfacer tales necesidades. La U.S.N.R.C. intentará, dentro de los límites de los recursos apropiados y de la legislación vigente a asistir a la J.E.N. en cubrir estas necesidades. Por ejemplo, dentro de estos límites, la U.S.N.R.C. intentará cumplir con las peticiones que se realicen a través del OIEA para misiones de asistencia técnica en España por expertos en seguridad de la U.S.N.R.C.

II. ADMINISTRACION

II.I El intercambio de información bajo este acuerdo será llevado a cabo a través de cartas, informes y otros documentos y mediante visitas y reuniones acordadas de antemano. Anualmente se celebrará una reunión o con la periodicidad de mutuo acuerdo establecida,

para revisar el intercambio de información, para recomendar revisiones a los términos de este Acuerdo y para discutir otros puntos dentro del marco de este Acuerdo. El tiempo, lugar y la agenda de tales reuniones será acordada previamente. Las visitas que tengan lugar bajo este acuerdo, incluyendo sus programaciones, tendrán la aprobación previa de los administradores.

II.2 Cada parte designará un administrador para coordinar su participación en todo el intercambio. Los administradores serán los receptores de todos los documentos transmitidos por el intercambio, incluyendo copias de todas las cartas, a menos que se establezca otra cosa. Dentro de los términos del intercambio, los administradores serán responsables para el desarrollo del alcance del acuerdo, incluyendo la aceptación de las instalaciones de energía nuclear sometidas al intercambio y de los documentos específicos y normativa a intercambiar. Se podrá nombrar uno o más coordinadores técnicos como contactos directos para areas disciplinarias específicas. Estos coordinadores técnicos se asegurarán de que ambos administradores reciben copias de todas las transmisiónes. Estos acuerdos de detalle intentan garantizar, entre otras cosas, que se consigue y se mantiene un equilibrio razonable de intercambio, proporcionando acceso a la información disponible equivalente por ambas partes.

II.3 Los administradores determinarán el número de copias a suministrar de los documentos intercambiados. Cada documento será acompañado de un resumen en inglés de 250 palabras o menos, que describa su alcance y contenido.

II.4 La aplicación o el uso de cualquier información intercambiada o transferida entfe las partes bajo este acuerdo será de la responsabilidad de la parte receptora y la parte transmisora no garantiza la adecuación de tal información para cualquier uso o aplicación particular.

II.5 Si alguna información del tipo cubierto en este Acuerdo no está disponible por las agencias que son las partes de este Acuerdo, pero está disponible por otras agencias de los Gobiernos de las partes, cada parte ayudará a la otra en la máxima extensión posible organizando visitas y consultas directas en relación con tal información a las agencias apropiadas del Gobierno en cuestión. Esto no supondrá ningún compromiso para las otras agencias para suministrar tal información o para recibir tales visitantes.

II.6 Nada contenido en este acuerdo obligará a cualquiera de las partes a ninguna actuación que sea inconsistente con sus leyes, reglamentaciones y directrices políticas. Ninguna información nuclear relacionada con tecnologías asociadas a la proliferación será intercambiada bajo este acuerdo. Supuesto que cualquier conflicto surja entre

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los términos de este acuerdo y aquellas leyes, reglamentaciones y directrices políticas, - las partes acuerdan consultarse antes de tomar ninguna decisión.

II.7 La información intercambiada bajo este Acuerdo estará sometida a las provisiones de patente - del Anexo de este domumento.

III. INTERCAMBIO Y USO DE LA INFORMACION

III.I General

Las partes se comprometen a la máxima difusión posible de la información proporcionada o intercambiada bajo este Acuerdo, sometidas ambas a la necesidad de proteger información propietaria u otra información privilegiada tal como pueda ser intercambiada y por las provisiones del Anexo sobre patentes.

III.2 Definiciones (Según se usan en el Artículo III)

a. El término"información" significa datos técnicos, científicos, de salvaguardias o de regulación relacionados con la energía nuclear, incluyendo información sobre los resultados o métodos de investigación y desarrollo, y - otros conocimientos que se intenta proporcionat o intercambiar bajo este Acuerdo.

b. El término "información propietaria" significa información que contiene secretos industriales o información comercial o financiera que es privilegiada o confidencial.

c. El término "otra información confidencial o privilegiada" significa información diferente de la "información propietaria", que está protegida de su descubrimiento público por las leyes y reglamentación del país que proporciona la información y que ha sido transmitida y recibida confidencialmente.

III.3 Procedimientos para señalar la documentación que contiene información propietaria

Una parte que recibe documentación propietaria como consecuencia de este Acuerdo respetará la natruraleza privilegiada de la misma, habida cuenta que tal información propietaria sea claramente marcada con el siguiente texto restrictivo (o sustancialmente similar):

> "Este documento contiene información propietaria proporcionada confidencialmente bajo el Acuerdo de fecha _____ entre la Comisión de Regulación Nuclear de los Estados Unidos y la Junta de Energía Nuclear de España y no será difundida fuera de estas organizaciones, de sus consultores, contratistas y titulares de autorizaciones, ni de otros departamentos y agencias afectados del Gobierno de los Estados Unidos y del Gobierno de España sin la aprobación previa de (nombre de la parte remitente). Este texto será marcado en cualquier reproducción de la misma, total o parcial. Estas limitaciones terminarán automáticamente cuando esta información sea descubierta por el propietario sin ninguna restricción."

III.4 Difusión de la documentación que contiene información propietaria

a. La información propietaria recibida bajo este acuerdo puede ser libremente difundida por la parte receptora, sin consentimiento previo, a las personas dentro de o empleadas por la parte receptora y a los departamentos y agencias del Gobierno afectados en el país de la parte receptora.

b. Ademas, la información propietaria puede ser difundida, sin consentimiento previo

(1) a los contratistas o subcontratistas o consultores de la parte receptora localizados dentro de los límites geográficos de la nación de la parte, para uso sólo dentro del trabajo de sus contratos con la parte receptora, en tareas relacionadas con la materia sometida a la información propietaria; y

(2) a las organizaciones permitidas o autorizadas por la parte receptora para construir u operar instalaciones de utilización o producción nuclear, o para usar materiales nucleares y fuentes de radiación, habida cuenta que tal información propietaria se use únicamente dentro de los términos del permiso o de la autorización; y

(3) a los contratistas de las organizaciones identificadas en III.4b. (2), arriba, para uso sólo en trabajos dentro del alcance del permiso o de la autorización concedida a tales organizaciones,

Habida cuenta que cualquier difusión de la información propietaria bajo (1), (2) y (3), arriba, sea tal y como se necesita, sobre una base de caso por caso, y sea objeto de un acuerdo de confidencialidad.

c. Con el consentimiento previo por escrito de la parte que suministra la información propietaria bajo este Acuerdo, la parte receptora puede difundir tal información propietaria de otra manera que lo dispuesto en las subsecciones a. y b.. Las partes cooperarán en el desarrollo de procedimientos para requerir y obtener la aprobación para tal más amplia difusión y cada parte concederá tal aprobación en la medida que lo permitan sus leyes, reglamentaciones y políticas nacionales.

III.5 Procedimientos para marcar la documentación que contiene otra información confidencial o privilegiada

Una parte que reciba bajo este acuerdo información confidencial o privilegiada respetará su naturaleza confidencial, habida cuenta que esta información sea claramente marcada de modo que se señale su naturaleza confidencial o privilegiada y se acompañe por una declaración que indique

a. que la información está protegida de su descubrimiento público por el Gobierno de la parte suministradora; y

b. que la información se remite bajo la condición de que sea mantenida confidencial.

III.6 Difusión de otra información confidencial o privilegiada

Otra información confidencial o privilegiada puede ser difundida de la misma manera que se establece en el párrafo III.4, Difusión de la documentación que contiene información propietaria.

III.7 Información propietaria u otra información confidencial o privilegiada no documental

Información propietaria u otra información confidencial o privilegiada no documental proporcionada en seminarios u otras reuniones establecidas bajo este Acuerdo, o otra información obtenida de las asignaciones a la plantilla, utilización de instalaciones o proyectos comunes, será tratada por las partes de acuerdo a los principios especificados para la información documental en este Acuerdo, habida cuenta que, sin embargo, la parte que comunica tal información propietaria u otra información confidencial o privilegiada hace constar al destinatario el caracter de la información transmitida.

III.8 Deliberaciones

Si por cualquier razón, una de las partes considerara que será, o que razonablemente puede esperar que será incapaz de cumplir las provisiones de no difusión de este Acuerdo, lo comunicará inmediatamente a la otra parte. Las partes consultarán a continuación para definir una línea de actuación apropiada.

III.9 Otro

Nada contenido en este Acuerdo precluirá a una parte de utilizar o difundir información recibida sin restricciones por la parte de fuentes fuera de este Acuerdo.

IV. PROVISIONES FINALES

IV.1 Este Acuerdo entrará en vigor después de ser firmado y salvo lo especificado en el párrafo IV.2 de este Artículo, permanecerá en vigor por cinco años, a menos que sea extendido por un periodo de tiempo más amplio previo acuerdo de las partes.

IV.2 Cualquier parte puede rescindir el presente Acuerdo previa comunicación por escrito con 90 días de anticipación a la fecha prevista de rescisión.

Firmado en Madrid, España, el día 5 de Noviembre de 1.979

Firmado:

Como representante de la Junta de Energía Nuclear de España

Como representante de la Comisión de Regulación Nuclear de los Estados Unidos

A N E X O

ANEXO SOBRE PATENTES DEL ACUERDO U.S.N.R.C. - J.E.N.

1. Definiciones

En su utilización en este ANEXO, a menos que el contexto indique otra cosa

i. El término "personal" significa:

a) los empleados de una de las partes de este Acuerdo;

b) los empleados de un contratista de una de las partes de este Acuerdo.

ii. El término "parte inventora" significa la parte de este Acuerdo cuyo personal ha hecho o ha concebido un invento o un descubrimiento durante el curso de o dentro de las actividades cubiertas por los términos de este Acuerdo.

2. Comunicación y distribución de derechos

i. Excepto lo dispuesto en el párrafo ii., a continuación, si un invento o descubrimiento se hace o se concibe por el personal de la parte inventora durante el curso de o dentro de las actividades cubiertas por los términos de este Acuerdo, o si tal invento fue hecho o concebido como resultado directo de la información obtenida por tal personal perteneciente a la otra parte, entonces la parte inventora:

a) acuerda comunicar con prontitud tal invento o descubrimiento a la otra parte;

b) acuerda transferir y asignar a la otra parte, todos los derechos, títulos e intereses en y a tal invento

o descubrimiento en el país de la otra parte sometida a la reserva de una licencia no exclusiva, irrevocable, libre de royalties para hacer, usar y vender tal invento o descubrimiento en tal país; y

c) puede retener por completo el derecho, título e interés en y a tal invento o descubrimiento en el país de la parte inventora y en terceros países, pero concederá a la otra parte, a petición de la otra parte, una licencia no exclusiva, irrevocable, libre de royalties, para hacer, usar y vender tal invento o descubrimiento en tal país de la parte inventora y en tales terceros países.

ii. En el caso de un invento o descubrimiento que haya sido hecho o concebido por el personal de la parte inventora durante el curso de o dentro de las actividades cubiertas por los términos de este Acuerdo y tal invento fué hecho o concebido mientras tal personal estaba asignado a la otra parte, la parte inventora:

a) acuerda descubrir prontamente tal invento o descubrimiento a la otra parte;

b) puede retener por completo el derecho, título e interés en y a tal invento o descubrimiento en el país de la parte inventora;

c) Concederá a la otra parte, a petición de la otra parte, una licencia no exclusiva, irrevocable y libre de royalties, para hacer,usar y vender tal invento o descubrimiento en el país de la parte inventora; y

d) acuerda transferir y asignar a la otra parte todo derecho, título e interés en y a tal invento

y en terceros países sujeto a la reserva de una licencia no exclusiva, irrevocable y libre de royalties para hacer, usar y vender tal invento o descubrimiento en tal otro país y en tales terceros países.

iii. Como se utiliza en este Acuerdo, una licencia a una parte para hacer, usar y vender un invento o descubrimiento, incluirá el derecho para tener otros para hacer, usar y vender tal invento o descubrimientoo en representación de la parte licenciada.

3. Reclamaciones por compensación

Cada parte acuerda renunciar y por el presente renuncia a cualquiera y a todas las reclamaciones contra la otra parte por compensación, royalty o recompensa en relación con cualquier invento, descubrimiento, aplicación de patente o patente hecha o concebida en el curso de o bajo este Acuerdo, y acuerda liberar y por el presente libera a la otra parte - con respecto a cualquiera y a todas de tales reclamaciones, incluyendo cualquier reclamación dentro de las previsiones de la Ley de Energía Atómica de 1.954 y sus revisiones.

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