

United States Treaties and Other International Agreements



VOLUME 27

IN FOUR PARTS

Part 2

1976

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by authority of law (1 U.S.C. §112a)
under the direction
of the Secretary of State*

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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MULTILATERAL

International Trade in Endangered Species of Wild Fauna and Flora

*Convention done at Washington March 3, 1973,
Ratification advised by the Senate of the United States of America
August 3, 1973,
Ratified by the President of the United States of America
September 13, 1973,
Ratification of the United States of America deposited with the
Government of the Swiss Confederation January 14, 1974,
Proclaimed by the President of the United States of America
May 12, 1975,
Entered into force July 1, 1975.
With procès-verbal correcting inconsistencies in text.*

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BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention on International Trade in Endangered Species of Wild Fauna and Flora was open for signature at Washington from March 3, 1973 to April 30, 1973, and thereafter at Bern until December 31, 1974, and was signed on behalf of the United States of America on March 3, 1973, a certified copy of which Convention in the Chinese, English, French, Russian and Spanish languages, is hereto annexed;

The Senate of the United States of America by its resolution of August 3, 1973, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention;

The President of the United States of America on September 13, 1973, ratified the Convention, in pursuance of the advice and consent of the Senate, and the United States of America deposited its instrument of ratification with the Government of the Swiss Confederation on January 14, 1974;

Pursuant to the provisions of Article XXIII of the Convention, the Convention will enter into force on July 1, 1975;

Now, THEREFORE, I, Gerald R. Ford, President of the United States of America, proclaim and make public the Convention, to the end that it shall be observed and fulfilled with good faith on and after July 1, 1975, 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 twelfth day of May
in the year of our Lord one thousand nine hundred seventy-
[SEAL] five and of the Independence of the United States of
America the one hundred ninety-ninth.

GERALD R. FORD

By the President:

HENRY A. KISSINGER
Secretary of State

CONVENTION ON INTERNATIONAL TRADE IN ENDANGERED SPECIES
OF WILD FAUNA AND FLORA

The Contracting States,

RECOGNIZING that wild fauna and flora in their many beautiful and varied forms are an irreplaceable part of the natural systems of the earth which must be protected for this and the generations to come;

CONSCIOUS of the ever-growing value of wild fauna and flora from aesthetic, scientific, cultural, recreational and economic points of view;

RECOGNIZING that peoples and States are and should be the best protectors of their own wild fauna and flora;

RECOGNIZING, in addition, that international cooperation is essential for the protection of certain species of wild fauna and flora against over-exploitation through international trade; /

CONVINCED of the urgency of taking appropriate measures to this end;

HAVE AGREED as follows:

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ARTICLE I

Definitions

For the purpose of the present Convention, unless the context otherwise requires:

(a) "Species" means any species, subspecies, or geographically separate population thereof;

(b) "Specimen" means:

(i) any animal or plant, whether alive or dead;

(ii) in the case of an animal. for species included in Appendices I and II, any readily recognizable part or

- derivative thereof; and for species included in Appendix III,¹] any readily recognizable part or derivative thereof specified in Appendix III in relation to the species; and
- (iii) in the case of a plant: for species included in Appendix I, any readily recognizable part or derivative thereof; and for species included in Appendices II and III, any readily recognizable part or derivative thereof specified in Appendices II and III in relation to the species;
- (c) "Trade" means export, re-export, import and introduction from the sea;
- (d) "Re-export" means export of any specimen that has previously been imported;
- (e) "Introduction from the sea" means transportation into a State of specimens of any species which were taken in the marine environment not under the jurisdiction of any State;
- (f) "Scientific Authority" means a national scientific authority designated in accordance with Article IX;
- (g) "Management Authority" means a national management authority designated in accordance with Article IX,
- (h) "Party" means a State for which the present Convention has entered into force.

¹ See Articles V and XVI. As Appendix III is to be composed of species identified by any party to the Convention rather than by agreement of the parties as is the case for the other Appendices, the Conference which produced the Convention concluded that Appendix III could only be established after the Convention had entered into force and the "parties" were identified and even then it would be subject to nearly continuous revision. As of this printing the Secretariat has not promulgated an Appendix III. [Footnote added by the Department of State.]

ARTICLE II

Fundamental Principles

1. Appendix I shall include all species threatened with extinction which are or may be affected by trade. Trade in specimens of these species must be subject to particularly strict regulation in order not to endanger further their survival and must only be authorized in exceptional circumstances.
2. Appendix II shall include:
 - (a) all species which although not necessarily now threatened with extinction may become so unless trade in specimens of such species is subject to strict regulation in order to avoid utilization incompatible with their survival, and
 - (b) other species which must be subject to regulation in order that trade in specimens of certain species referred to in sub-paragraph (a) of this paragraph may be brought under effective control.
3. Appendix III shall include all species which any Party identifies as being subject to regulation within its jurisdiction for the purpose of preventing or restricting exploitation, and as needing the cooperation of other parties in the control of trade.
4. The Parties shall not allow trade in specimens of species included in Appendices I, II and III except in accordance with the provisions of the present Convention.

ARTICLE III

Regulation of Trade in Specimens
of Species included in Appendix I

1. All trade in specimens of species included in Appendix I shall be in accordance with the provisions of this Article.
2. The export of any specimen of a species included in Appendix I shall require the prior grant and presentation of an export permit. An export permit shall only be granted when the following conditions have been met
 - (a) a Scientific Authority of the State of export has advised that such export will not be detrimental to the survival of that species;
 - (b) a Management Authority of the State of export is satisfied that the specimen was not obtained in contravention of the laws of that State for the protection of fauna and flora;
 - (c) a Management Authority of the State of export is satisfied that any living specimen will be so prepared and shipped as to minimize the risk of injury, damage to health or cruel treatment; and
 - (d) a Management Authority of the State of export is satisfied that an import permit has been granted for the specimen.
3. The import of any specimen of a species included in Appendix I shall require the prior grant and presentation of an import permit and either an export permit or a re-export certificate. An import permit shall only be granted when the following conditions have been met.
 - (a) a Scientific Authority of the State of import has advised that the import will be for purposes which are not detrimental to the survival of the species involved;
 - (b) a Scientific Authority of the State of import is satisfied that the proposed recipient of a living specimen is suitably equipped to house

and care for it; and

(c) a Management Authority of the State of import is satisfied that the specimen is not to be used for primarily commercial purposes.

4. The re-export of any specimen of a species included in Appendix I shall require the prior grant and presentation of a re-export certificate. A re-export certificate shall only be granted when the following conditions have been met:

(a) a Management Authority of the State of re-export is satisfied that the specimen was imported into that State in accordance with the provisions of the present Convention;

(b) a Management Authority of the State of re-export is satisfied that any living specimen will be so prepared and shipped as to minimize the risk of injury, damage to health or cruel treatment; and

(c) a Management Authority of the State of re-export is satisfied that an import permit has been granted for any living specimen.

5. The introduction from the sea of any specimen of a species included in Appendix I shall require the prior grant of a certificate from a Management Authority of the State of introduction. A certificate shall only be granted when the following conditions have been met:

(a) a Scientific Authority of the State of introduction advises that the introduction will not be detrimental to the survival of the species involved;

(b) a Management Authority of the State of introduction is satisfied that the proposed recipient of a living specimen is suitably equipped to house and care for it; and

(c) a Management Authority of the State of introduction is satisfied that the specimen is not to be used for primarily commercial purposes.

ARTICLE IV

Regulation of Trade in Specimens of Species included in Appendix II

1. All trade in specimens of species included in Appendix II shall be in accordance with the provisions of this Article.
2. The export of any specimen of a species included in Appendix II shall require the prior grant and presentation of an export permit. An export permit shall only be granted when the following conditions have been met:
 - (a) a Scientific Authority of the State of export has advised that such export will not be detrimental to the survival of that species;
 - (b) a Management Authority of the State of export is satisfied that the specimen was not obtained in contravention of the laws of that State for the protection of fauna and flora; and
 - (c) a Management Authority of the State of export is satisfied that any living specimen will be so prepared and shipped as to minimize the risk of injury, damage to health or cruel treatment.
3. A Scientific Authority in each Party shall monitor both the export permits granted by that State for specimens of species included in Appendix II and the actual exports of such specimens. Whenever a Scientific Authority determines that the export of specimens of any such species should be limited in order to maintain that species throughout its range at a level consistent with its role in the ecosystems in which it occurs and well above the level at which that species might become eligible for inclusion in Appendix I, the Scientific Authority shall advise the

appropriate Management Authority of suitable measures to be taken to limit the grant of export permits for specimens of that species.

4. The import of any specimen of a species included in Appendix II shall require the prior presentation of either an export permit or a re-export certificate.

5. The re-export of any specimen of a species included in Appendix II shall require the prior grant and presentation of a re-export certificate. A re-export certificate shall only be granted when the following conditions have been met:

(a) a Management Authority of the State of re-export is satisfied that the specimen was imported into that State in accordance with the provisions of the present Convention; and

(b) a Management Authority of the State of re-export is satisfied that any living specimen will be so prepared and shipped as to minimize the risk of injury, damage to health or cruel treatment.

6. The introduction from the sea of any specimen of a species included in Appendix II shall require the prior grant of a certificate from a Management Authority of the State of introduction. A certificate shall only be granted when the following conditions have been met.

(a) a Scientific Authority of the State of introduction advises that the introduction will not be detrimental to the survival of the species involved; and

(b) a Management Authority of the State of introduction is satisfied that any living specimen will be so handled as to minimize the risk of injury, damage to health or cruel treatment.

7 Certificates referred to in paragraph 6 of this Article may be granted on the advice of a Scientific Authority, in consultation with other national scientific authorities or, when appropriate, international scientific authorities, in respect of periods not exceeding one year for total numbers of specimens to be introduced in such periods.

ARTICLE V

Regulation of Trade in Specimens of Species included in Appendix III

1. All trade in specimens of species included in Appendix III shall be in accordance with the provisions of this Article.
2. The export of any specimen of a species included in Appendix III from any State which has included that species in Appendix III shall require the prior grant and presentation of an export permit. An export permit shall only be granted when the following conditions have been met:
 - (a) a Management Authority of the State of export is satisfied that the specimen was not obtained in contravention of the laws of that State for the protection of fauna and flora; and
 - (b) a Management Authority of the State of export is satisfied that any living specimen will be so prepared and shipped as to minimize the risk of injury, damage to health or cruel treatment.
3. The import of any specimen of a species included in Appendix III shall require, except in circumstances to which paragraph 4 of this Article applies, the prior presentation of a certificate of origin and, where the import is from a State which has included that species in Appendix III, an export permit.

4. In the case of re-export, a certificate granted by the Management Authority of the State of re-export that the specimen was processed in that State or is being re-exported shall be accepted by the State of import as evidence that the provisions of the present Convention have been complied with in respect of the specimen concerned.

ARTICLE VI

Permits and Certificates

1. Permits and certificates granted under the provisions of Articles III, IV, and V shall be in accordance with the provisions of this Article.
2. An export permit shall contain the information specified in the model set forth in Appendix IV, and may only be used for export within a period of six months from the date on which it was granted.
3. Each permit or certificate shall contain the title of the present Convention, the name and any identifying stamp of the Management Authority granting it and a control number assigned by the Management Authority.
4. Any copies of a permit or certificate issued by a Management Authority shall be clearly marked as copies only and no such copy may be used in place of the original, except to the extent endorsed thereon.
5. A separate permit or certificate shall be required for each consignment of specimens.
6. A Management Authority of the State of import of any specimen shall cancel and retain the export permit or re-export certificate and any corresponding import permit presented in respect of the import of that specimen.

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7 Where appropriate and feasible a Management Authority may affix a mark upon any specimen to assist in identifying the specimen. For these purposes "mark" means any indelible imprint, lead seal or other suitable means of identifying a specimen, designed in such a way as to render its imitation by unauthorized persons as difficult as possible.

ARTICLE VII

Exemptions and Other Special Provisions Relating to Trade

1. The provisions of Articles III, IV and V shall not apply to the transit or trans-shipment of specimens through or in the territory of a Party while the specimens remain in Customs control.
2. Where a Management Authority of the State of export or re-export is satisfied that a specimen was acquired before the provisions of the present Convention applied to that specimen, the provisions of Articles III, IV and V shall not apply to that specimen where the Management Authority issues a certificate to that effect.
3. The provisions of Articles III, IV and V shall not apply to specimens that are personal or household effects. This exemption shall not apply where:
 - (a) in the case of specimens of a species included in Appendix I, they were acquired by the owner outside his State of usual residence, and are being imported into that State; or
 - (b) in the case of specimens of species included in Appendix II.
 - (i) they were acquired by the owner outside his State of usual residence and in a State where removal from the wild occurred;

(ii) they are being imported into the owner's State of usual residence; and

(iii) the State where removal from the wild occurred requires the prior grant of export permits before any export of such specimens;

unless a Management Authority is satisfied that the specimens were acquired before the provisions of the present Convention applied to such specimens.

4. Specimens of an animal species included in Appendix I bred in captivity for commercial purposes, or of a plant species included in Appendix I artificially propagated for commercial purposes, shall be deemed to be specimens of species included in Appendix II.

5. Where a Management Authority of the State of export is satisfied that any specimen of an animal species was bred in captivity or any specimen of a plant species was artificially propagated, or is a part of such an animal or plant or was derived therefrom, a certificate by that Management Authority to that effect shall be accepted in lieu of any of the permits or certificates required under the provisions of Articles III, IV or V.

6. The provisions of Articles III, IV and V shall not apply to the non-commercial loan, donation or exchange between scientists or scientific institutions registered by a Management Authority of their State, of herbarium specimens, other preserved, dried or embedded museum specimens, and live plant material which carry a label issued or approved by a Management Authority.

7 A Management Authority of any State may waive the requirements of Articles III, IV and V and allow the movement without permits or certificates of specimens which form part of a travelling zoo, circus, menagerie, plant exhibition or other travelling exhibition provided that:

- (a) the exporter or importer registers full details of such specimens with that Management Authority;
- (b) the specimens are in either of the categories specified in paragraphs 2 or 5 of this Article; and
- (c) the Management Authority is satisfied that any living specimen will be so transported and cared for as to minimize the risk of injury, damage to health or cruel treatment.

ARTICLE VIII

Measures to be Taken by the Parties

1. The Parties shall take appropriate measures to enforce the provisions of the present Convention and to prohibit trade in specimens in violation thereof. These shall include measures:

- (a) to penalize trade in, or possession of, such specimens, or both; and
 - (b) to provide for the confiscation or return to the State of export of such specimens.
2. In addition to the measures taken under paragraph 1 of this Article, a Party may, when it deems it necessary, provide for any method of internal reimbursement for expenses incurred as a result of the confiscation of a specimen traded in violation of the measures taken in the application of the provisions of the present Convention.

3. As far as possible, the Parties shall ensure that specimens shall pass through any formalities required for trade with a minimum of delay. To facilitate such passage, a Party may designate ports of exit and ports of entry at which specimens must be presented for clearance. The Parties shall ensure further that all living specimens, during any period of transit, holding or shipment, are properly cared for so as to minimize the risk of injury, damage to health or cruel treatment.

4. Where a living specimen is confiscated as a result of measures referred to in paragraph 1 of this Article:

(a) the specimen shall be entrusted to a Management Authority of the State of confiscation;

(b) the Management Authority shall, after consultation with the State of export, return the specimen to that State at the expense of that State, or to a rescue centre or such other place as the Management Authority deems appropriate and consistent with the purposes of the present Convention; and

(c) the Management Authority may obtain the advice of a Scientific Authority, or may, whenever it considers it desirable, consult the Secretariat in order to facilitate the decision under subparagraph (b) of this paragraph, including the choice of a rescue centre or other place.

5. A rescue centre as referred to in paragraph 4 of this Article means an institution designated by a Management Authority to look after the welfare of living specimens, particularly those that have been confiscated.

6. Each Party shall maintain records of trade in specimens of species included in Appendices I, II and III which shall cover:

(a) the names and addresses of exporters and importers; and
(b) the number and type of permits and certificates granted; the States with which such trade occurred; the numbers or quantities and types of specimens, names of species as included in Appendices I, II and III and, where applicable, the size and sex of the specimens in question.

7 Each Party shall prepare periodic reports on its implementation of the present Convention and shall transmit to the Secretariat

(a) an annual report containing a summary of the information specified in sub-paragraph (b) of paragraph 6 of this Article; and
(b) a biennial report on legislative, regulatory and administrative measures taken to enforce the provisions of the present Convention.

8. The information referred to in paragraph 7 of this Article shall be available to the public where this is not inconsistent with the law of the Party concerned.

ARTICLE IX

Management and Scientific Authorities

1. Each Party shall designate for the purposes of the present Convention:
 - (a) one or more Management Authorities competent to grant permits or certificates on behalf of that Party; and
 - (b) one or more Scientific Authorities.
2. A State depositing an instrument of ratification, acceptance, approval or accession shall at that time inform the Depositary Government of the name and address of the Management Authority authorized to communicate with other Parties and with the Secretariat.
3. Any changes in the designations or authorizations under the provisions of this Article shall be communicated by the Party concerned to

the Secretariat for transmission to all other Parties.

4. Any Management Authority referred to in paragraph 2 of this Article shall if so requested by the Secretariat or the Management Authority of another Party, communicate to it impression of stamps, seals or other devices used to authenticate permits or certificates.

ARTICLE X

Trade with States not Party to the Convention

Where export or re-export is to, or import is from, a State not a party to the present Convention, comparable documentation issued by the competent authorities in that State which substantially conforms with the requirements of the present Convention for permits and certificates may be accepted in lieu thereof by any Party

ARTICLE XI

Conference of the Parties

1. The Secretariat shall call a meeting of the Conference of the Parties not later than two years after the entry into force of the present Convention.
2. Thereafter the Secretariat shall convene regular meetings at least once every two years, unless the Conference decides otherwise, and extraordinary meetings at any time on the written request of at least one-third of the Parties.
3. At meetings, whether regular or extraordinary, the Parties shall review the implementation of the present Convention and may:
 - (a) make such provision as may be necessary to enable the Secretariat to carry out its duties;
 - (b) consider and adopt amendments to Appendices I and II in

accordance with Article XV;

- (c) review the progress made towards the restoration and conservation of the species included in Appendices I, II and III,
- (d) receive and consider any reports presented by the Secretariat or by any Party; and
- (e) where appropriate, make recommendations for improving the effectiveness of the present Convention.

4. At each regular meeting, the Parties may determine the time and venue of the next regular meeting to be held in accordance with the provisions of paragraph 2 of this Article.

5. At any meeting, the Parties may determine and adopt rules of procedure for the meeting.

6. The United Nations, its Specialized Agencies and the International Atomic Energy Agency, as well as any State not a Party to the present Convention, may be represented at meetings of the Conference by observers, who shall have the right to participate but not to vote.

7. Any body or agency technically qualified in protection, conservation or management of wild fauna and flora, in the following categories, which has informed the Secretariat of its desire to be represented at meetings of the Conference by observers, shall be admitted unless at least one-third of the Parties present object

- (a) international agencies or bodies, either governmental or non-governmental, and national governmental agencies and bodies; and
- (b) national non-governmental agencies or bodies which have been approved for this purpose by the State in which they are located.

Once admitted, these observers shall have the right to participate but not to vote.

ARTICLE XII

The Secretariat

1. Upon entry into force of the present Convention, a Secretariat shall be provided by the Executive Director of the United Nations Environment Programme. To the extent and in the manner he considers appropriate, he may be assisted by suitable inter-governmental or non-governmental international or national agencies and bodies technically qualified in protection, conservation and management of wild fauna and flora.

2. The functions of the Secretariat shall be:

- (a) to arrange for and service meetings of the Parties;
- (b) to perform the functions entrusted to it under the provisions of Articles XV and XVI of the present Convention;
- (c) to undertake scientific and technical studies in accordance with programmes authorized by the Conference of the Parties as will contribute to the implementation of the present Convention, including studies concerning standards for appropriate preparation and shipment of living specimens and the means of identifying specimens;
- (d) to study the reports of Parties and to request from Parties such further information with respect thereto as it deems necessary to ensure implementation of the present Convention;
- (e) to invite the attention of the Parties to any matter pertaining to the aims of the present Convention;
- (f) to publish periodically and distribute to the Parties current editions of Appendices I, II and III together with any information which will facilitate identification of specimens of species included in those Appendices.
- (g) to prepare annual reports to the Parties on its work and on the

implementation of the present Convention and such other reports as meetings of the Parties may request,

- (h) to make recommendations for the implementation of the aims and provisions of the present Convention, including the exchange of information of a scientific or technical nature;
- (i) to perform any other function as may be entrusted to it by the Parties.

ARTICLE XIII

International Measures

1. When the Secretariat in the light of information received is satisfied that any species included in Appendices I or II is being affected adversely by trade in specimens of that species or that the provisions of the present Convention are not being effectively implemented, it shall communicate such information to the authorized Management Authority of the Party or Parties concerned.
2. When any Party receives a communication as indicated in paragraph 1 of this Article, it shall, as soon as possible, inform the Secretariat of any relevant facts insofar as its laws permit and, where appropriate, propose remedial action. Where the Party considers that an inquiry is desirable, such inquiry may be carried out by one or more persons expressly authorized by the Party
3. The information provided by the Party or resulting from any inquiry as specified in paragraph 2 of this Article shall be reviewed by the next Conference of the Parties which may make whatever recommendations it deems appropriate.

1

ARTICLE XIV

Effect on Domestic Legislation and International Conventions

1. The provisions of the present Convention shall in no way affect the right of Parties to adopt:
 - (a) stricter domestic measures regarding the conditions for trade, taking possession or transport of specimens of species included in Appendices I, II and III, or the complete prohibition thereof; or
 - (b) domestic measures restricting or prohibiting trade, taking possession, or transport of species not included in Appendices I, II or III.
2. The provisions of the present Convention shall in no way affect the provisions of any domestic measures or the obligations of Parties deriving from any treaty, convention, or international agreement relating to other aspects of trade, taking, possession, or transport of specimens which is in force or subsequently may enter into force for any Party including any measure pertaining to the Customs, public health, veterinary or plant quarantine fields.
3. The provisions of the present Convention shall in no way affect the provisions of, or the obligations deriving from, any treaty, convention or international agreement concluded or which may be concluded between States creating a union or regional trade agreement establishing or maintaining a common external customs control and removing customs control between the parties thereto insofar as they relate to trade among the States members of that union or agreement.
4. A State party to the present Convention, which is also a party to any other treaty, convention or international agreement which is in force at the time of the coming into force of the present Convention and under the

provisions of which protection is afforded to marine species included in Appendix II, shall be relieved of the obligations imposed on it under the provisions of the present Convention with respect to trade in specimens of species included in Appendix II that are taken by ships registered in that State and in accordance with the provisions of such other treaty, convention or international agreement.

5. Notwithstanding the provisions of Articles III, IV and V, any export of a specimen taken in accordance with paragraph 4 of this Article shall only require a certificate from a Management Authority of the State of introduction to the effect that the specimen was taken in accordance with the provisions of the other treaty, convention or international agreement in question.

6. Nothing in the present Convention shall prejudice the codification and development of the law of the sea by the United Nations Conference on the Law of the Sea convened pursuant to Resolution 2750 C (XXV) of the General Assembly of the United Nations nor the present or future claims and legal views of any State concerning the law of the sea and the nature and extent of coastal and flag State jurisdiction.

ARTICLE XV

Amendments to Appendices I and II

1. The following provisions shall apply in relation to amendments to Appendices I and II at meetings of the Conference of the Parties:

(a) Any Party may propose an amendment to Appendix I or II for consideration at the next meeting. The text of the proposed amendment shall be communicated to the Secretariat at least 150 days before the meeting. The Secretariat shall consult the other Parties and interested bodies on the amendment in accordance with the provisions of sub-paragraphs (b) and (c) of paragraph 2 of this Article and shall communicate the response to all Parties not later than 30 days before the meeting.

(b) Amendments shall be adopted by a two-thirds majority of Parties present and voting. For these purposes "Parties present and voting" means Parties present and casting an affirmative or negative vote. Parties abstaining from voting shall not be counted among the two-thirds required for adopting an amendment.

(c) Amendments adopted at a meeting shall enter into force 90 days after that meeting for all Parties except those which make a reservation in accordance with paragraph 3 of this Article.

2. The following provisions shall apply in relation to amendments to Appendices I and II between meetings of the Conference of the Parties:

(a) Any Party may propose an amendment to Appendix I or II for consideration between meetings by the postal procedures set forth in this paragraph.

(b) For marine species, the Secretariat shall, upon receiving the text of the proposed amendment, immediately communicate it to the Parties. It shall also consult inter-governmental bodies having a

function in relation to those species especially with a view to obtaining scientific data these bodies may be able to provide and to ensuring co-ordination with any conservation measures enforced by such bodies. The Secretariat shall communicate the views expressed and data provided by these bodies and its own findings and recommendations to the Parties as soon as possible.

(c) For species other than marine species, the Secretariat shall, upon receiving the text of the proposed amendment, immediately communicate it to the Parties, and, as soon as possible thereafter, its own recommendations.

(d) Any Party may, within 60 days of the date on which the Secretariat communicated its recommendations to the Parties under sub-paragraphs (b) or (c) of this paragraph, transmit to the Secretariat any comments on the proposed amendment together with any relevant scientific data and information.

(e) The Secretariat shall communicate the replies received together with its own recommendations to the Parties as soon as possible.

(f) If no objection to the proposed amendment is received by the Secretariat within 30 days of the date the replies and recommendations were communicated under the provisions of sub-paragraph (e) of this paragraph, the amendment shall enter into force 90 days later for all Parties except those which make a reservation in accordance with paragraph 3 of this Article.

(g) If an objection by any Party is received by the Secretariat, the proposed amendment shall be submitted to a postal vote in accordance with the provisions of sub-paragraphs (h), (i) and (j) of this paragraph.

(h) The Secretariat shall notify the Parties that notification of

objection has been received.

(i) Unless the Secretariat receives the votes for, against or in abstention from at least one-half of the Parties within 60 days of the date of notification under sub-paragraph (h) of this paragraph, the proposed amendment shall be referred to the next meeting of the Conference for further consideration.

(j) Provided that votes are received from one-half of the Parties, the amendment shall be adopted by a two-thirds majority of Parties casting an affirmative or negative vote.

(k) The Secretariat shall notify all Parties of the result of the vote.

(l) If the proposed amendment is adopted it shall enter into force 90 days after the date of the notification by the Secretariat of its acceptance for all Parties except those which make a reservation in accordance with paragraph 3 of this Article.

3. During the period of 90 days provided for by sub-paragraph (c) of paragraph 1 or sub-paragraph (l) of paragraph 2 of this Article any Party may by notification in writing to the Depositary Government make a reservation with respect to the amendment. Until such reservation is withdrawn the Party shall be treated as a State not a party to the present Convention with respect to trade in the species concerned.

ARTICLE XVI

Appendix III and Amendments thereto

1. Any party may at any time submit to the Secretariat a list of species which it identifies as being subject to regulation within its jurisdiction for the purpose mentioned in paragraph 3 of Article II. Appendix III shall include the names of the Parties submitting the species for inclusion therein, the scientific names of the species so submitted, and any parts or derivatives of the animals or plants concerned that are specified in relation to the species for the purposes of sub-paragraph (b) of Article I.
2. Each list submitted under the provisions of paragraph 1 of this Article shall be communicated to the Parties by the Secretariat as soon as possible after receiving it. The list shall take effect as part of Appendix III 90 days after the date of such communication. At any time after the communication of such list, any Party may by notification in writing to the Depositary Government enter a reservation with respect to any species or any parts or derivatives, and until such reservation is withdrawn, the State shall be treated as a State not a Party to the present Convention with respect to trade in the species or part or derivative concerned.
3. A Party which has submitted a species for inclusion in Appendix III may withdraw it at any time by notification to the Secretariat which shall communicate the withdrawal to all Parties. The withdrawal shall take effect 30 days after the date of such communication.
4. Any Party submitting a list under the provisions of paragraph 1 of this Article shall submit to the Secretariat a copy of all domestic laws and regulations applicable to the protection of such species, together with any interpretations which the Party may deem appropriate or the Secretariat may request. The Party shall, for as long as the species in question is

included in Appendix III, submit any amendments of such laws and regulations or any new interpretations as they are adopted.

ARTICLE XVII

Amendment of the Convention

1. An extraordinary meeting of the Conference of the Parties shall be convened by the Secretariat on the written request of at least one-third of the Parties to consider and adopt amendments to the present Convention. Such amendments shall be adopted by a two-thirds majority of Parties present and voting. For these purposes "Parties present and voting" means Parties present and casting an affirmative or negative vote. Parties abstaining from voting shall not be counted among the two-thirds required for adopting an amendment.
2. The text of any proposed amendment shall be communicated by the Secretariat to all Parties at least 90 days before the meeting.
3. An amendment shall enter into force for the Parties which have accepted it 60 days after two-thirds of the Parties have deposited an instrument of acceptance of the amendment with the Depositary Government. Thereafter, the amendment shall enter into force for any other Party 60 days after that Party deposits its instrument of acceptance of the amendment.

ARTICLE XVIII

Resolution of Disputes

1. Any dispute which may arise between two or more Parties with respect to the interpretation or application of the provisions of the present Convention shall be subject to negotiation between the Parties involved in the dispute.
2. If the dispute cannot be resolved in accordance with paragraph 1 of this

Article, the Parties may, by mutual consent, submit the dispute to arbitration, in particular that of the Permanent Court of Arbitration at The Hague, and the Parties submitting the dispute shall be bound by the arbitral decision.

ARTICLE XIX

Signature

The present Convention shall be open for signature at Washington until 30th April 1973 and thereafter at Berne until 31st December 1974.

ARTICLE XX

Ratification, Acceptance, Approval

The present Convention shall be subject to ratification, acceptance or approval. Instruments of ratification, acceptance or approval shall be deposited with the Government of the Swiss Confederation which shall be the Depositary Government.

ARTICLE XXI

Accession

The present Convention shall be open indefinitely for accession. Instruments of accession shall be deposited with the Depositary Government.

ARTICLE XXII

Entry into Force

1. The present Convention shall enter into force 90 days after the date of deposit of the tenth instrument of ratification, acceptance, approval or accession, with the Depositary Government. [¹]
2. For each State which ratifies, accepts or approves the present Convention or accedes thereto after the deposit of the tenth instrument of

¹ July 1, 1975. [Footnote added by the Department of State.]

ratification, acceptance, approval or accession, the present Convention shall enter into force 90 days after the deposit by such State of its instrument of ratification, acceptance, approval or accession.

ARTICLE XXIII

Reservations

1. The provisions of the present Convention shall not be subject to general reservations. Specific reservations may be entered in accordance with the provisions of this Article and Articles XV and XVI.
2. Any State may, on depositing its instrument of ratification, acceptance, approval or accession, enter a specific reservation with regard to:
 - (a) any species included in Appendix I, II or III, or
 - (b) any parts or derivatives specified in relation to a species included in Appendix III.
3. Until a Party withdraws its reservation entered under the provisions of this Article, it shall be treated as a State not a party to the present Convention with respect to trade in the particular species or parts or derivatives specified in such reservation.

ARTICLE XXIV

Denunciation

Any Party may denounce the present Convention by written notification to the Depositary Government at any time. The denunciation shall take effect twelve months after the Depositary Government has received the notification.

ARTICLE XXV

Depositary

1. The original of the present Convention, in the Chinese, English, French, Russian and Spanish languages, each version being equally authentic, shall be deposited with the Depositary Government, which shall transmit certified copies thereof to all States that have signed it or deposited instruments of accession to it.
2. The Depositary Government shall inform all signatory and acceding States and the Secretariat of signatures, deposit of instruments of ratification, acceptance, approval or accession, entry into force of the present Convention, amendments thereto, entry and withdrawal of reservations and notifications of denunciation.
3. As soon as the present Convention enters into force, a certified copy thereof shall be transmitted by the Depositary Government to the Secretariat of the United Nations for registration and publication in accordance with Article 102 of the Charter of the United Nations. [¹]

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorized to that effect, have signed the present Convention.

DONE at Washington this third day of March, One Thousand Nine Hundred and Seventy-three.

¹ TS 993, 59 Stat. 1052. [Footnote added by the Department of State.]

APPENDIX I

Interpretation:

1. Species included in this Appendix are referred to:
 - (a) by the name of the species; or
 - (b) as being all of the species included in a higher taxon or designated part thereof
2. The abbreviation "spp." is used to denote all species of a higher taxon.
3. Other references to taxa higher than species are for the purposes of information or classification only
4. An asterisk (*) placed against the name of a species or higher taxon indicates that one or more geographically separate populations, sub-species or species of that taxon are included in Appendix II and that these populations, sub-species or species are excluded from Appendix I.
5. The symbol (-) followed by a number placed against the name of a species or higher taxon indicates the exclusion from that species or taxon of designated geographically separate populations, sub-species or species as follows:
 - 101 Lemur catta
 - 102 Australian population
6. The symbol (+) followed by a number placed against the name of a species denotes that only a designated geographically separate population or sub-species of that species is included in this Appendix, as follows:
 - + 201 Italian population only
7. The symbol (/) placed against the name of a species or higher taxon indicates that the species concerned are protected in accordance with the International Whaling Commission's schedule of 1972.

FAUNAMAMMALIA

MARSUPIALIA

Macropodidae

Macropus parma
Onychogalea frenata
O. lunata
Lagorchestes hirsutus
Lagostrophus fasciatus
Caloprymnus campestris
Bettongia penicillata
B. lesueur
B. tropica

Phalangeridae

Wyulda squamicaudata

Burramyidae

Burramys parvus

Vombatidae

Lasiorhinus gillespiei

Peramelidae

Perameles bougainville
Chaeropus ecaudatus
Macrotis lagotis
M. leucura

Dasyuridae

Planigale tenuirostris
P. subtilissima
Sminthopsis psammophila
S. longicaudata
Antechinomys laniger
Myrmecobius fasciatus rufus

Thylacinidae

Thylacinus cynocephalus

PRIMATES

Lemuridae

Lemur spp. * -101
Lepilemur spp.
Hapalemur spp.
Allocebus spp.
Cheirogaleus spp.
Microcebus spp.
Phaner spp.

Indriidae

Indri spp.
Propithecus spp.
Avahi spp.

<u>Daubentonidae</u>	<u>Daubentonia madagascariensis</u>
<u>Callithricidae</u>	<u>Leontopithecus (Leontideus) spp.</u> <u>Callimico goeldii</u>
<u>Cebidae</u>	<u>Saimiri oerstedii</u> <u>Chiropotes albinasus</u> <u>Cacajao spp.</u> <u>Alouatta palliata (villoso)</u> <u>Ateles geoffroyi frontatus</u> <u>A. g. panamensis</u> <u>Brachyteles arachnoides</u>
<u>Cercopithecidae</u>	<u>Cercocebus galeritus galeritus</u> <u>Macaca silenus</u> <u>Colobus badius rufomitratus</u> <u>C. b. kirkii</u> <u>Presbytis geei</u> <u>P. pileatus</u> <u>P. entellus</u> <u>Nasalis larvatus</u> <u>Simias concolor</u> <u>Pygathrix nemaeus</u>
<u>Hylobatidae</u>	<u>Hylobates spp.</u> <u>Symphalangus syndactylus</u>
<u>Pongidae</u>	<u>Pongo pygmaeus pygmaeus</u> <u>P. p. abelii</u> <u>Gorilla gorilla</u>
EDENTATA	
<u>Dasyproctidae</u>	<u>Priodontes giganteus (=maximus)</u>
PHOLIDOTA	
<u>Manidae</u>	<u>Manis temmincki</u>
LAGOMORPHA	
<u>Leporidae</u>	<u>Romerolagus diazi</u> <u>Caprolagus hispidus</u>
RODENTIA	
<u>Sciuridae</u>	<u>Cynomys mexicanus</u>
<u>Castoridae</u>	<u>Castor fiber birulai</u> <u>Castor canadensis mexicanus</u>

Muridae	<u>Zyzomys pedunculatus</u> <u>Leporillus conditor</u> <u>Pseudomys novaehollandiae</u> <u>P. praecoxis</u> <u>P. shortridgei</u> <u>P. fumeus</u> <u>P. occidentalis</u> <u>P. fieldi</u> <u>Notomys aquilo</u> <u>Xeromys myoides</u>
Chinchillidae	<u>Chinchilla brevicaudata boliviiana</u>
CETACEA	
Platanistidae	<u>Platanista gangetica</u>
Eschrichtidae	<u>Eschrichtius robustus (glaucus)</u> ♀
Balaenopteridae	<u>Balaenoptera musculus</u> ♀ <u>Megaptera novaeangliae</u> ♀
Balaenidae	<u>Balaena mysticetus</u> ♀ <u>Eubalaena</u> spp. ♀
CARNIVORA	
Canidae	<u>Canis lupus monstrabilis</u> <u>Vulpes velox hebes</u>
Viverridae	<u>Prionodon pardicolor</u>
Ursidae	<u>Ursus americanus emmonsii</u> <u>U. arctos pruinosus</u> <u>U. arctos</u> * +201 <u>U. a. nelsoni</u>
Mustelidae	<u>Mustela nigripes</u> <u>Lutra longicaudis</u> (<u>platensis/annectens</u>) <u>L. felina</u> <u>L. provocax</u> <u>Pteronura brasiliensis</u> <u>Aonyx microdon</u> <u>Enhydra lutris nereis</u>
Hyaenidae	<u>Hyaena brunnea</u>
Felidae	<u>Felis planiceps</u> <u>F. nigripes</u> <u>F. concolor coryi</u> <u>F. c. costaricensis</u> <u>F. c. cougar</u> <u>F. temminckii</u>

<i>Felidae</i>	<i>Felis bengalensis bengalensis</i>
continued	
	<i>F. yagouaroundi cacomitli</i>
	<i>F. y. fossata</i>
	<i>F. y. panamensis</i>
	<i>F. y. tolteca</i>
	<i>F. pardalis mearnsi</i>
	<i>F. p. mitis</i>
	<i>F. wiedii nicaraguae</i>
	<i>F. w. salvinia</i>
	<i>F. tigrina oncilla</i>
	<i>F. marmorata</i>
	<i>F. jacobita</i>
	<i>F. (Lynx) rufa esquiniapae</i>
	<i>Neofelis nebulosa</i>
	<i>Panthera tigris*</i>
	<i>P. pardus</i>
	<i>P. uncia</i>
	<i>P. onca</i>
	<i>Acinonyx jubatus</i>

PINNIPEDIA

Phocidae Monachus spp.
Mirounga angustirostris

PROBOSCIDEA

Elephantidae Elephas maximus

SIRENIA

Dugongidae Dugong dugon * -102

Trichechidae Trichechus manatus
T. inunguis

PERISSODACTYLA

<u>Equidae</u>	<u>Equis przewalskii</u>
	<u>E. hemionus hemionus</u>
	<u>E. h. khur</u>
	<u>E. zebra zebra</u>

Tapiridae	<u>Tapirus pinchaque</u> <u>T. bairdii</u> <u>T. indicus</u>
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Rhinocerotidae	<u>Rhinoceros unicornis</u> <u>R. sondaicus</u> <u>Dicerorhinus sumatrensis</u> <u>Ceratotherium simum cottoni</u>
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ARTIODACTYLA

Suidae

Sus salvanus
Babyrousa babyrussa

Camelidae

Vicugna vicugna
Camelus bactrianus

Cervidae

Moschus moschiferus moschiferus
Axis (Hyelaphus) porcinus annamiticus
A. (Hyelaphus) calamianensis
A. (Hyelaphus) kuhlii
Cervus duvauceli
C. eldi
C. elephas hanglu
Hippocamelus bisulcus
H. antisensis
Blastoceros dichotomus
Ozotoceros bezoarticus
Pudu pudu

Antilocapridae

Antilocapra americana sonoriensis
A. a. peninsularis

Bovidae

Bubalus (Anoa) mindorensis
B. (Anoa) depressicornis
B. (Anoa) quarlesi
Bos taurus
B. (grunniens) mutus
Novibos (Bos) sauvelli
Bison bison athabascae
Kobus leche
Hippotragus niger variani
Oryx leucoryx
Damaliscus dorcas dorcas
Saiga tatarica mongolica
Nemorhaedus goral
Capricornis sumatraensis
Rupicapra rupicapra ornata
Capra falconeri jerdoni
C. f megaceros
C. f chiltanensis
Ovis orientalis ophion
O. ammon hodgsoni
O. vignei

AVES

TINAMIFORMES

Tinamidae

Tinamus solitarius

PODICIPEDIFORMES

Podicipedidae Podilymbus gigas

PROCELLARIIFORMES

Diomedeidae Diomedea albatrus

PELECANIFORMES

Sulidae Sula abbotti

Fregatidae Fregata andrewsi

CICONIIFORMES

Ciconiidae Ciconia ciconia boyciana

Threskiornithidae Nipponia nippon

ANSERIFORMES

Anatidae Anas aucklandica nesiotis
Anas oustaleti
Anas laysanensis
Anas diazi
Cairina scutulata
Rhodonessa caryophyllacea
Branta canadensis leucopareia
Branta sandvicensis

FALCONIFORMES

Cathartidae Vultur gryphus
Gymnogyps californianus

Accipitridae

Pithecopaga jefferyi
Harpia harpyja
Haliaeetus l. leucocephalus
Haliaeetus hellaca adalberti
Haliaeetus albicilla groenlandicus

Falconidae

Falco peregrinus anatum
Falco peregrinus tundrius
Falco peregrinus peregrinus
Falco peregrinus babylonicus

GALLIFORMES

Megapodiidae Macrocephalon maleo

Cracidae	<u>Crax blumenbachii</u> <u>Pipile p. pipile</u> <u>Pipile jacutinga</u> <u>Mitu mitu mitu</u> <u>Oreophasis derbianus</u>
Tetraonidae	<u>Tympanuchus cupido attwateri</u>
Phasianidae	<u>Colinus virginianus ridgwayi</u> <u>Tragopan blythii</u> <u>Tragopan caboti</u> <u>Tragopan melanocephalus</u> <u>Lophophorus sclateri</u> <u>Lophophorus lhuysii</u> <u>Lophophorus impejanus</u> <u>Crossoptilon mantchuricum</u> <u>Crossoptilon crossoptilon</u> <u>Lophura swinhoii</u> <u>Lophura imperialis</u> <u>Lophura edwardsii</u> <u>Syrmaticus ellioti</u> <u>Syrmaticus humiae</u> <u>Syrmaticus mikado</u> <u>Polypelectron emphanum</u> <u>Tetraogallus tibetanus</u> <u>Tetraogallus caspius</u> <u>Cyrtonyx montezumae merrilami</u>
GRUIIFORMES	
Gruidae	<u>Grus japonensis</u> <u>Grus leucogeranus</u> <u>Grus americana</u> <u>Grus canadensis pulla</u> <u>Grus canadensis hesiotes</u> <u>Grus nigricollis</u> <u>Grus vipio</u> <u>Grus monacha</u>
Rallidae	<u>Tricholimnas sylvestris</u>
Rhynochetidae	<u>Rhynochetus jubatus</u>
Otididae	<u>Eupodotis bengalensis</u>
CHARADRIIFORMES	
Scolopacidae	<u>Numenius borealis</u> <u>Tringa guttifer</u>
Laridae	<u>Larus relictus</u>

COLUMBIFORMES

Columbidae Ducula mindorensis

PSITTACIFORMES

Psittacidae
Strigops habroptilus
Rhynchopsitta pachyrhyncha
Amazona leucocephala
Amazona vittata
Amazona guildingii
Amazona versicolor
Amazona imperialis
Amazona rhodocorytha
Amazona petrei petrei
Amazona vinacea
Pyrrhura cruentata
Anodorhynchus glaucus
Anodorhynchus leari
Cyanopsitta spixii
Pionopsitta pileata
Aratinga guaruba
Psittacula krameri echo
Psephotus pulcherrimus
Psephotus chrysoterygius
Neophema chrysogaster
Neophema splendida
Cyanoramphus novaezelandiae
Cyanoramphus auriceps forbesi
Geopsittacus occidentalis
Psittacus erithacus princeps

APODIFORMES

Trochilidae Ramphodon dohrnii

TROGONIFORMES

Trogonidae Pharomachrus mocinno mocinno
Pharomachrus mocinno costaricensis

STRIGIFORMES

Strigidae Otus gurneyi

CORACIIFORMES

Bucerotidae Rhinoploax vigil

PICIFORMES

Picidae Dryocopus javensis richardsii
Campephilus imperialis

PASERIFORMES

Cotingidae	<u>Cotinga maculata</u> <u>Xipholena atro-purpurea</u>
Pittidae	<u>Pitta kochi</u>
Atrichornithidae	<u>Atrichornis clamosa</u>
Muscicapidae	<u>Picathartes gymnocephalus</u> <u>Picathartes oreas</u> <u>Psophodes nigrogularis</u> <u>Amytornis goyderi</u> <u>Dasyornis brachypterus longirostris</u> <u>Dasyornis broadbenti littoralis</u>
Sturnidae	<u>Leucopsar rothschildi</u>
Meliphagidae	<u>Meliphaga cassidix</u>
Zosteropidae	<u>Zosterops albogularis</u>
Fringillidae	<u>Spinus cucullatus</u>

AMPHIBIA

URODELA

Cryptobranchidae	<u>Andrias (=Megalobatrachus) davidianus</u> <u>japonicus</u> <u>Andrias (=Megalobatrachus) davidianus</u> <u>davidianus</u>
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SALIENTIA

Bufoidae	<u>Bufo superciliaris</u> <u>Bufo periglenes</u> <u>Nectophrynoides spp.</u>
Atelopodidae	<u>Atelopus varius zeteki</u>

REPTILIA

CROCODYLIA

Alligatoridae	<u>Alligator mississippiensis</u> <u>Alligator sinensis</u> <u>Melanosuchus niger</u> <u>Caiman crocodilus apaporiensis</u> <u>Caiman latirostris</u>
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Crocodylidae	<u>Tomistoma schlegelii</u> <u>Osteolaemus tetraspis tetraspis</u> <u>Osteolaemus tetraspis osborni</u> <u>Crocodylus cataphractus</u> <u>Crocodylus siamensis</u> <u>Crocodylus palustris palustris</u> <u>Crocodylus palustris kimbula</u> <u>Crocodylus novaeguineae mindorensis</u> <u>Crocodylus intermedius</u> <u>Crocodylus rhombifer</u> <u>Crocodylus moreletii</u> <u>Crocodylus niloticus</u>
Gavialidae	<u>Gavialis gangeticus</u>
TESTUDINATA	
Emydidae	<u>Batagur baska</u> <u>Geoclemmys (=Damonia) hamiltonii</u> <u>Geoemyda (=Nicoria) tricarinata</u> <u>Kachuga tecta tecta</u> <u>Morenia ocellata</u> <u>Terrapene coahuila</u>
Testudinidae	<u>Geochelone (=Testudo) elephantopus</u> <u>Geochelone (=Testudo) geometrica</u> <u>Geochelone (=Testudo) radiata</u> <u>Geochelone (=Testudo) yniphora</u>
Cheloniidae	<u>Eretmochelys imbricata imbricata</u> <u>Lepidochelys kempii</u>
Trionychidae	<u>Lissemys punctata punctata</u> <u>Trionyx ater</u> <u>Trionyx nigricans</u> <u>Trionyx gangeticus</u> <u>Trionyx hurum</u>
Chelidae	<u>Pseudemydura umbrina</u>
LACERTILIA	
Varanidae	<u>Varanus komodoensis</u> <u>Varanus flavescens</u> <u>Varanus bengalensis</u> <u>Varanus griseus</u>
SERPENTES	
Boidae	<u>Epicrates inornatus inornatus</u> <u>Epicrates subflavus</u> <u>Python molurus molurus</u>

RHYNCHOCEPHALIA

Sphenodontidae *Sphenodon punctatus*

PISCES

ACIPENSERIFORMES

Acipenseridae *Acipenser brevirostrum*
Acipenser oxyrinchus

OSTEOGLOSSIFORMES

Osteoglossidae *Scleropages formosus*

SALMONIFORMES

Salmonidae *Coregonus alpenae*

CYPRINIFORMES

Catostomidae *Chasmistes cujus*

Cyprinidae *Probarbus jullieni*

SILURIFORMES

Schilbeidae *Pangasianodon gigas*

PERCIFORMES

Percidae *Stizostedion vitreum glaucum*

MOLLUSCA

NATATOIDA

Unionidae *Conradilla caelata*
Dromus dromas
Epioblasma (=Dysnomia) florentina
curtisi
Epioblasma (=Dysnomia) florentina
florentina
Epioblasma (=Dysnomia) sampsoni
Epioblasma (=Dysnomia) sulcata
perobliqua
Epioblasma (=Dysnomia) torulosa
gubernaculum
Epioblasma (=Dysnomia) torulosa
torulosa

Unionidae
continued

Epioblasma (=Dysnomia) turgidula
Epioblasma (=Dysnomia) walkeri
Fusconaia cuneolus
Fusconaia edgariana
Lampsilis higginii
Lampsilis orbiculata orbiculata
Lampsilis satura
Lampsilis virecens
Plethobasis cicatricosus
Plethobasis cooperianus
Pleurobema plenum
Potamilus (=Proptera) capax
Quadrula intermedia
Quadrula sparsa
Toxolasma (=Carunculina) cylindrella
Unio (Megalonaias/?/?) nickliniana
Unio (Lampsilis/?/) tampicoensis
tecomatensis
Villosa (=Micromya) trabalis

FLORA

ARACEAE

Alocasia sanderiana
Alocasia zebrina

CARYOCARACEAE

Caryocar costaricense

CARYOPHYLLACEAE

Gymnocarpos przewalskii
Melandrium mongolicum
Silene mongolica
Stellaria pulvinata

CUPRESSACEAE

Pilgerodendron uviferum

CYCADACEAE

Encephalartos spp.
Microcycas calocoma
Stangeria eriopus

GENTIANACEAE

Prepusa hookeriana

HUMIRIACEAE

Vantanea barbourii

JUGLANDACEAE

Engelhardtia pterocarpa

LEGUMINOSAE

Ammopiptanthus mongolicum
Cynometra hemitomophylla
Platymiscium pleistachyum

LILIACEAE

Aloe albida
Aloe pillansii
Aloe polphylla
Aloe thompsonii
Aloe vossii

MELASTOMATACEAE	<u>Lavoisiera itambana</u>
MELIACEAE	<u>Guarea longipetiola</u> <u>Tachigalia versicolor</u>
MORACEAE	<u>Batocarpus costaricense</u>
ORCHIDACEAE	<u>Cattleya jongheana</u> <u>Cattleya skinneri</u> <u>Cattleya trianae</u> <u>Didiccia cunninghamii</u> <u>Laelia lobata</u> <u>Lycaste virginalis</u> var. <u>alba</u> <u>Peristeria elata</u>
PINACEAE	<u>Abies guatemalensis</u> <u>Abies nebrodensis</u>
PODOCARPACEAE	<u>Podocarpus costalis</u> <u>Podocarpus parlatorei</u>
PROTEACEAE	<u>Orothamnus zeyheri</u> <u>Protea odorata</u>
RUBIACEAE	<u>Balmea stormae</u>
SAXIFRAGACEAE (GROSSULARIACEAE)	<u>Ribes sardoum</u>
TAXACEAE	<u>Fitzroya cupressoides</u>
ULMACEAE	<u>Celtis aetnensis</u>
WELWITSCHIACEAE	<u>Welwitschia bainesii</u>
ZINGIBERACEAE	<u>Hedychium philippinense</u>

APPENDIX II

Interpretation:

1. Species included in this Appendix are referred to:
 - (a) by the name of the species; or
 - (b) as being all of the species included in a higher taxon or designated part thereof.
2. The abbreviation "spp." is used to denote all the species of a higher taxon.
3. Other references to taxa higher than species are for the purposes of information or classification only.
4. An asterisk (*) placed against the name of a species or higher taxon indicates that one or more geographically separate populations, sub-species or species of that taxon are included in Appendix I and that these populations, sub-species or species are excluded from Appendix II.
5. The symbol (#) followed by a number placed against the name of a species or higher taxon designates parts or derivatives which are specified in relation thereto for the purposes of the present Convention as follows:

1 designates root

2 designates timber

3 designates trunks

6. The symbol (-) followed by a number placed against the name of a species or higher taxon indicates the exclusion from that species or taxon of designated geographically separate populations, sub-species, species or groups of species as follows:

- 101 Species which are not succulents

7. The symbol (+) followed by a number placed against the name of a species or higher taxon denotes that only designated geographically separate populations, sub-species or species of that species or taxon are included in this Appendix as follows:

- + 201 All North American sub-species
- + 202 New Zealand species
- + 203 All species of the family in the Americas
- + 204 Australian population.

FAUNAMAMMALIA**MARSUPIALIA**

Macropodidae

Dendrolagus inustusDendrolagus ursinus**INSECTIVORA**

Erinaceidae

Erinaceus frontalis**PRIMATES**

Lemuridae

Lemur catta *

Lorisidae

Nycticebus coucangLoris tardigradus

Cebidae

Cebus capucinus

Cercopithecidae

Macaca sylvanusColobus badius gordonorumColobus verusRhinopithecus roxellanaePresbytis johnii

Pongidae

Pan paniscusPan troglodytes**EDENTATA**

Myrmecophagidae

Myrmecophaga tridactylaTamandua tetradactylachapadensis

Bradypodidae

Bradypus boliviensis**PHOLIDOTA**

Manidae

Manis crassicaudataManis pentadactylaManis javanica**LAGOMORPHA**

Leporidae

Nesolagus netscheri**RODENTIA**

Heteromyidae

Dipodomys phillipsii phillipsii

Sciuridae	<u>Ratufa</u> spp. <u>Lariscus hosei</u>
Castoridae	<u>Castor canadensis frondator</u> <u>Castor canadensis repentinus</u>
Cricetidae	<u>Ondatra zibethicus bernardi</u>
CARNIVORA	
Canidae	<u>Canis lupus pallipes</u> <u>Canis lupus irremotus</u> <u>Canis lupus crassodon</u> <u>Chrysocyon brachyurus</u> <u>Cuon alpinus</u>
Ursidae	<u>Ursus (Thalarctos) maritimus</u> <u>Ursus arctos</u> * +201 <u>Helarctos malayanus</u>
Procyonidae	<u>Ailurus fulgens</u>
Mustelidae	<u>Martes americana atrata</u>
Viveridae	<u>Prionodon linsang</u> <u>Cynogale bennetti</u> <u>Helogale derbianus</u>
Felidae	<u>Felis yagouaroundi</u> * <u>Felis colocolo pajeros</u> <u>Felis colocolo crespoi</u> <u>Felis colocolo budini</u> <u>Felis concolor missoulensis</u> <u>Felis concolor mayensis</u> <u>Felis concolor azteca</u> <u>Felis serval</u> <u>Felis lynx isabellina</u> <u>Felis wiedii</u> * <u>Felis pardalis</u> * <u>Felis tigrina</u> * <u>Felis (=Caracal) caracal</u> <u>Panthera leo persica</u> <u>Panthera tigris altaica</u> (=amurensis)
PINNIPEDIA	
Otaridae	<u>Arctocephalus australis</u> <u>Arctocephalus galapagoensis</u> <u>Arctocephalus philippin</u> <u>Arctocephalus townsendi</u>
Phocidae	<u>Mirounga australis</u> <u>Mirounga leonina</u>

TUBULIDENTATA

Orycteropidae *Orycteropus afer*

SIRENIA

Dugongidae *Dugong dugon* * +20⁴

Trichechidae *Trichechus senegalensis*

PERISSODACTyla

Equidae *Equus hemionus* *

Tapiridae *Tapirus terrestris*

Rhinocerotidae *Diceros bicornis*

ARTIODACTYLA

Hippopotamidae *Choeropsis liberiensis*

Cervidae *Cervus elaphus bactrianus*
Pudu mephistophiles

Antilocapridae *Antilocapra americana mexicana*

Bovidae *Cephalophus monticola*
Oryx (tao) dammah
Addax nasomaculatus
Pantholops hodgsoni
Capra falconeri *
Ovis ammon *
Ovis canadensis

AVES

SPHENISCIFORMES

Spheniscidae *Spheniscus demersus*

RHEIFORMES

Rheidae *Rhea americana albescens*
Pterocnemia pennata pennata
Pterocnemia pennata garleppi

TINAMIFORMES

Tinamidae *Rhynchosciurus rufescens rufescens*
Rhynchosciurus rufescens pallescens
Rhynchosciurus rufescens maculicollis

CICONIIFORMES

Ciconiidae Ciconia nigra

Threskiornithidae Geronticus calvus
Platalea leucorodia

Phoenicopteridae Phoenicopterus ruber chilensis
Phoenicoparrus andinus
Phoenicoparrus jamesi

PELECANIFORMES

Pelecanidae Pelecanus crispus

ANSERIFORMES

Anatidae Anas aucklandica aucklandica
Anas aucklandica chlorotis
Anas bernieri
Dendrocygna arborea
Sarkidiornis melanotos
Anser albifrons gambelli
Cygnus bewickii jankowskii
Cygnus melancoryphus
Coscoroba coscoroba
Branta ruficollis

FALCONIFORMES

Accipitridae Gypaetus barbatus meridionalis
Aquila chrysaetos

Falconidae Spp. *

GALLIFORMES

Megapodiidae Megapodius freycinet nicobariensis
Megapodius freycinet abbotti

Tetraonidae Tympanuchus cupido pinnatus

Phasianidae Francolinus ochropectus
Francolinus swierstrai
Catreus wallichii
Polypelectron malacense
Polypelectron germaini
Polypelectron bicalcaratum
Gallus sonneratii
Argusianus argus
Ithaginis cruentus
Cyrtonyx montezumae montezumae
Cyrtonyx montezumae mearnsi

GRUIIFORMES

Gruidae	<u>Balearica regulorum</u> <u>Grus canadensis pratensis</u>
Rallidae	<u>Gallirallus australis hectori</u>
Otididae	<u>Chlamydotis undulata</u> <u>Chorocites nigriceps</u> <u>Otis tarda</u>

CHARADRIIFORMES

Scolopacidae	<u>Numenius tenuirostris</u> <u>Numenius minutus</u>
Laridae	<u>Larus brunneicephalus</u>

COLUMBIFORMES

Columbidae	<u>Gallicolumba luzonica</u> <u>Goura cristata</u> <u>Goura scheepmakeri</u> <u>Goura victoria</u> <u>Caloenas nicobarica pelewensis</u>
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PSITTACIFORMES

Psittacidae	<u>Coracopsis nigra banklyi</u> <u>Prosoparia personata</u> <u>Eunymphicus cornutus</u> <u>Cyanoramphus unicolor</u> <u>Cyanoramphus novaezelandiae</u> <u>Cyanoramphus malherbi</u> <u>Poicephalus robustus</u> <u>Tanygnathus lucionensis</u> <u>Probosciger aterrimus</u>
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CUCULIFORMES

Musophagidae	<u>Turaco corythaix</u> <u>Gallirex porphyreolophus</u>
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STRIGIFORMES

Strigidae	<u>Otus nudipes newtoni</u>
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CORACIIFORMES

Bucerotidae	<u>Buceros rhinoceros rhinoceros</u> <u>Buceros bicornis</u> <u>Buceros hydrocorax hydrocorax</u> <u>Aceros narcondami</u>
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PICIFORMES

Picidae *Picus squamatus flavirostris*

PASSERIFORMES

Cotingidae *Rupicola rupicola*
Rupicola peruviana

Pittidae *Pitta brachyura nympha*

Hirundinidae *Pseudochelidon sirintarae*

Paradisaeidae Spp.

Muscicapidae *Muscicapa rueckii*

Fringillidae *Spinus varellii*

AMPHIBIA**URODELA**

Ambystomidae *Ambystoma mexicanum*
Ambystoma dumerili
Ambystoma tigrinum

SALIENTIA

Buonidae *Bufo retiformis*

REPTILIA

CROCODYLIA

Alligatoridae *Caiman crocodilus crocodilus*
Caiman crocodilus yacare
Caiman crocodilus fuscus (chiapasius)
Paleosuchus palpebrosus
Paleosuchus trigonatus

Crocodylidae *Crocodylus johnsoni*
Crocodylus novaeguineae novaeguineae
Crocodylus porosus.
Crocodylus acutus

TESTUDINATA

Emydidae *Clemmys muhlenbergii*

Testudinidae *Chersine* spp.
Geochelone spp.*
Gopherus spp.
Homopus spp.
Kinixys spp.

	<u>Malacochersus</u> spp.
	<u>Pyxis</u> spp.
	<u>Testudo</u> spp. *
Cheloniidae	<u>Caretta caretta</u> <u>Chelonia mydas</u> <u>Chelonia depressa</u> <u>Eretmochelys imbricata bissa</u> <u>Lepidochelys olivacea</u>
Dermochelidae	<u>Dermochelys coriacea</u>
Pelomedusidae	<u>Podocnemis</u> spp.
LACERTILIA	
Teiidae	<u>Cnemidophorus hyperythrus</u>
Iguanidae	<u>Conolophus pallidus</u> <u>Cololophus subcristatus</u> <u>Amblyrhynchus cristatus</u> <u>Phrynosoma coronatum blainvilliei</u>
Helodermatidae	<u>Heloderma suspectum</u> <u>Heloderma horridum</u>
Varanidae	<u>Varanus</u> spp. *
SERPENTES	
Boidae	<u>Epicrates cenchris cenchris</u> <u>Eunectes notaeus</u> <u>Constrictor constrictor</u> <u>Python</u> spp. *
Colubridae	<u>Cyclagras gigas</u> <u>Pseudoboa cycloelia</u> <u>Elachistodon westermannii</u> <u>Thamnophis elegans hammondi</u>

PISCES

ACIPENSERIFORMES	
Acipenseridae	<u>Acipenser fulvescens</u> <u>Acipenser sturio</u>
OSTEOGLOSSIFORMES	
Osteoglossidae	<u>Arapaima gigas</u>
SALMONIFORMES	
Salmonidae	<u>Stenodus leucichthys leucichthys</u>

Salmo chrysogaster

CYPRINIFORMES

Cyprinidae Plagopterus argentissimus
Ptychocheilus lucius

ATHERINIFORMES

Cyprinodontidae Cynolebias constanciae
Cynolebias marmoratus
Cynolebias minimus
Cynolebias opalescens
Cynolebias splendens

Poeciliidae Xiphophorus couchianus

COELACANTHIFORMES

Coelacanthidae Latimeria chalumnae

CERATODIFORMES

Ceratodidae Neoceratodus forsteri

MOLLUSCA

NAIADOIDA

Unionidae Cyprogenia aberti
Epioblasma (=Dysnomia) torulosa
rangiana
Fusconaia subrotunda
Lampsilis brevicula
Lexingtonia dolabelloides
Pleorobema clava

STYLOMMAТОPHORA

Camaenidae Papustyla (=Papuina) pulcherrima

Paraphantidae Paraphanta spp. +202

PROSOBRANCHIA

Hydrobiidae / Coahuilix hubbsi
Cochliopina milleri
Durangonella coahuilae
Mexipyrgus carrranzae
Mexipyrgus churinceanus
Mexipyrgus escobedae
Mexipyrgus lugoi

Mexipyrgus mojaralis
Mexipyrgus multilineatus
Mexithauma quadripaludium
Nymphophilus minckleyi
Paludiscola caramba

INSECTA

LEPIDOPTERA

Papilionidae

Parnassius apollo apolloFLORA

APOCYNACEAE

Pachypodium spp.

ARALIACEAE

Panax quinquefolium #1

ARAUCARIACEAE

Araucaria araucana #2

CACTACEAE

Cactaceae spp. + 203

Rhipsalis spp.

COMPOSITAE

Saussurea lappa #1

CYATHACEAE

Cyathea (Hemitelia) capensis #3Cyathea dredgei #3Cyathea mexicana #3Cyathea (Alsophila) salvinii #3

DIOSCOREACEAE

Dioscorea deltoidea #1

EUPHORBIACEAE

Euphorbia spp. -101

FAGACEAE

Quercus copevensis #2

LEGUMINOSAE

Thermopsis mongolica

LILIACEAE

Aloe spp. *

MELIACEAE

Swietenia humilis #2

ORCHIDACEAE

Spp. *

PALMAE

Arenga ipotPhoenix hanceana var. philippinensisZelacca clemensiana

PORTULACACEAE

Anacampseros spp.

PRIMULACEAE

Cyclamen spp.

SOLANACEAE	<u>Solanum sylvestris</u>
STERCULIACEAE	<u>Basiloxylon excelsum</u> #2
VERBENACEAE	<u>Caryopteris mongolica</u>
ZYGOPHYLLACEAE	<u>Guaiacum sanctum</u> #2

APPENDIX IV

CONVENTION ON INTERNATIONAL TRADE IN ENDANGERED SPECIES
OF WILD FAUNA AND FLORA

EXPORT PERMIT NO. _____

Exporting Country:Valid Until. (Date)

This permit is issued to: _____

address: _____

who declares that he is aware of the provisions of the Convention, for the purpose of exporting:

(specimen(s), or part(s) or derivative(s) of specimen(s)) 1/
of a species listed in Appendix I)
Appendix II)
Appendix III of the Convention as specified below.) 2/(bred in captivity or cultivated in _____) 2/

This (these) specimen(s) is (are) consigned to: _____

address: _____ country: _____

at _____ on _____

(signature of the applicant for the permit)

at _____ on _____

(stamp and signature of the Management Authority issuing the export permit)

1/ Indicate the type of product2/ Delete if not applicable

Description of the specimen(s) or part(s) or derivative(s) of specimen(s), including any mark(s) affixed:

Living Specimens

<u>Species</u> (scientific and common name)	<u>Number</u>	<u>Sex</u>	<u>Size</u> (or volume)	<u>Mark</u> (if any)

Parts or Derivatives

<u>Species</u> (scientific and common name)	<u>Quantity</u>	<u>Type of Goods</u>	<u>Mark</u> (if any)

Stamps of the authorities inspecting:

(a) on exportation

(b) on importation *

* This stamp voids this permit for further trade purposes, and this permit shall be surrendered to the Management Authority

* * *

TIAS 8249

**CONVENTION SUR LE COMMERCE INTERNATIONAL
DES ESPECES DE FAUNE ET DE FLORE SAUVAGES MENACEES D'EXTINCTION**

Les Etats contractants

RECONNAISSANT que la faune et la flore sauvages constituent de par leur beauté et leur variété un élément irremplaçable des systèmes naturels, qui doit être protégé par les générations présentes et futures;

CONSCIENTS de la valeur toujours croissante, du point de vue esthétique, scientifique, culturel, récréatif, et économique, de la faune et de la flore sauvages;

RECONNAISSANT que les peuples et les Etats sont et devraient être les meilleurs protecteurs de leur faune et de leur flore sauvages;

RECONNAISSANT en outre que la coopération internationale est essentielle à la protection de certaines espèces de la faune et de la flore sauvages contre une surexploitation par suite du commerce international,

CONVAINCUS que des mesures doivent être prises d'urgence à cet effet;

SONT CONVENUS de ce qui suit:

ARTICLE I

Définitions

Aux fins de la présente Convention et, sauf si le contexte exige qu'il en soit autrement, les expressions suivantes signifient:

- a) "Espèce"- toute espèce, sous-espèce, ou une de leurs populations géographiquement isolée;
- b) "Spécimen"-
 - i) tout animal ou toute plante, vivants ou morts;

- ii) dans le cas d'un animal, pour les espèces inscrites aux Annexes I et II, toute partie ou tout produit obtenu à partir de l'animal, facilement identifiables, et, pour les espèces inscrites à l'Annexe III, toute partie ou tout produit obtenu à partir de l'animal, facilement identifiables, lorsqu'ils sont mentionnés à ladite Annexe;
 - iii) dans le cas d'une plante: pour les espèces inscrites à l'Annexe I, toute partie ou tout produit obtenu à partir de la plante, facilement identifiables, et, pour les espèces inscrites aux Annexes II et III, toute partie ou tout produit obtenu à partir de la plante, facilement identifiables, lorsqu'ils sont mentionnés auxdites Annexes;
- c) "Commerce". l'exportation, la réexportation, l'importation et l'introduction en provenance de la mer;
 - d) "Réexportation". l'exportation de tout spécimen précédemment importé;
 - e) "Introduction en provenance de la mer". le transport, dans un Etat, de spécimens d'espèces qui ont été pris dans l'environnement marin n'étant pas sous la juridiction d'un Etat;
 - f) "Autorité scientifique". une autorité scientifique nationale désignée conformément à l'Article IX,
 - g) "Organe de gestion". une autorité administrative nationale désignée conformément à l'Article IX,
 - h) "Partie". un Etat à l'égard duquel la présente Convention est entrée en vigueur.

ARTICLE II

Principes fondamentaux

1. L'Annexe I comprend toutes les espèces menacées d'extinction qui sont ou pourraient être affectées par le commerce. Le commerce des spécimens de ces espèces doit être soumis à une réglementation particulièrement stricte afin de ne pas mettre davantage leur survie en danger, et ne doit être autorisé que dans des conditions exceptionnelles.

2. L'Annexe II comprend:

- a) toutes les espèces qui, bien que n'étant pas nécessairement menacées actuellement d'extinction, pourraient le devenir si le commerce des spécimens de ces espèces n'était pas soumis à une réglementation stricte ayant pour but d'éviter une exploitation incompatible avec leur survie;
- b) certaines espèces qui doivent faire l'objet d'une réglementation, afin de rendre efficace le contrôle du commerce des spécimens d'espèces inscrites à l'Annexe II en application de l'alinéa a)

3. L'Annexe III comprend toutes les espèces qu'une Partie déclare soumises, dans les limites de sa compétence, à une réglementation ayant pour but d'empêcher ou de restreindre leur exploitation, et nécessitant la coopération des autres Parties pour le contrôle du commerce.

4. Les Parties ne permettent le commerce des spécimens des espèces inscrites aux Annexes I, II et III qu'en conformité avec les dispositions de la présente Convention.

ARTICLE III

Réglementation du commerce des spécimens d'espèces inscrites à l'Annexe I

1. Tout commerce de spécimens d'une espèce inscrite à l'Annexe I doit être conforme aux dispositions du présent Article.
2. L'exportation d'un spécimen d'une espèce inscrite à l'Annexe I nécessite la délivrance et la présentation préalables d'un permis d'exportation. Ce permis doit satisfaire aux conditions suivantes:

- a) une autorité scientifique de l'Etat d'exportation a émis l'avis que cette exportation ne nuit pas à la survie de l'espèce intéressée;

- b) un organe de gestion de l'Etat d'exportation a la preuve que le spécimen n'a pas été obtenu en contravention aux lois sur la préservation de la faune et de la flore en vigueur dans cet Etat;
- c) un organe de gestion de l'Etat d'exportation a la preuve que tout spécimen vivant sera mis en état et transporté de façon à éviter les risques de blessures, de maladie, ou de traitement rigoureux;
- d) un organe de gestion de l'Etat d'exportation a la preuve qu'un permis d'importation a été accordé pour ledit spécimen.

3. L'importation d'un spécimen d'une espèce inscrite à l'Annexe I nécessite la délivrance et la présentation préalables d'un permis d'importation et, soit d'un permis d'exportation, soit d'un certificat de réexportation.

Un permis d'importation doit satisfaire aux conditions suivantes:

- a) une autorité scientifique de l'Etat d'importation a émis l'avis que les objectifs de l'importation ne nuisent pas à la survie de ladite espèce;
- b) une autorité scientifique de l'Etat d'importation a la preuve que, dans le cas d'un spécimen vivant, le destinataire a les installations adéquates pour le conserver et le traiter avec soin;
- c) un organe de gestion de l'Etat d'importation a la preuve que le spécimen ne sera pas utilisé à des fins principalement commerciales.

4. La réexportation d'un spécimen d'une espèce inscrite à l'Annexe I nécessite la délivrance et la présentation préalables d'un certificat de réexportation. Ce certificat doit satisfaire aux conditions suivantes:

- a) un organe de gestion de l'Etat de réexportation a la preuve que le spécimen a été importé dans cet Etat conformément aux dispositions de la présente Convention;

- b) un organe de gestion de l'Etat de réexportation a la preuve que tout spécimen vivant sera mis en état et transporté de façon à éviter les risques de blessures, de maladie, ou de traitement rigoureux;
- c) un organe de gestion de l'Etat de réexportation a la preuve qu'un permis d'importation a été accordé pour tout spécimen vivant.

5. L'introduction en provenance de la mer d'un spécimen d'une espèce inscrite à l'Annexe I nécessite la délivrance préalable d'un certificat par l'organe de gestion de l'Etat dans lequel le spécimen a été introduit. Ledit certificat doit satisfaire aux conditions suivantes:

- a) une autorité scientifique de l'Etat dans lequel le spécimen a été introduit a émis l'avis que l'introduction ne nuit pas à la survie de ladite espèce;
- b) un organe de gestion de l'Etat dans lequel le spécimen a été introduit a la preuve que dans le cas d'un spécimen vivant, le destinataire a les installations adéquates pour le conserver et le traiter avec soin;
- c) un organe de gestion de l'Etat dans lequel le spécimen a été introduit a la preuve que le spécimen ne sera pas utilisé à des fins principalement commerciales.

ARTICLE IV

Réglementation du commerce des spécimens d'espèces inscrites à l'Annexe II

1. Tout commerce de spécimens d'une espèce inscrite à l'Annexe II doit être conforme aux dispositions du présent Article.

2. L'exportation d'un spécimen d'une espèce inscrite à l'Annexe II nécessite la délivrance et la présentation préalables d'un permis d'exportation.

Ce permis doit satisfaire aux conditions suivantes:

- a) une autorite scientifique de l'Etat d'exportation a émis l'avis que cette exportation ne nuit pas à la survie de l'espèce interessee;
- b) un organe de gestion de l'Etat d'exportation a la preuve que le spécimen n'a pas été obtenu en contravention aux lois sur la préservation de la faune et de la flore en vigueur dans cet Etat;
- c) un organe de gestion de l'Etat d'exportation a la preuve que tout spécimen vivant sera mis en état et transporté de façon à éviter les risques de blessures, de maladie, ou de traitement rigoureux.

3. Pour chaque Partie, une autorite scientifique surveillera de façon continue la délivrance par ladite Partie des permis d'exportation pour les spécimens d'espèces inscrites à l'Annexe II, ainsi que les exportations réelles de ces spécimens. Lorsqu'une autorité scientifique constate que l'exportation de spécimens d'une de ces espèces devrait être limitée pour la conserver dans toute son aire de distribution, à un niveau qui soit à la fois conforme à son rôle dans les écosystèmes où elle est présente, et nettement supérieur à celui qui entraînerait l'inscription de cette espèce à l'Annexe I, elle informe l'organe de gestion compétent des mesures appropriées qui doivent être prises pour limiter la délivrance de permis d'exportation pour le commerce des spécimens de ladite espèce.

4. L'importation d'un spécimen d'une espèce inscrite à l'Annexe II nécessite la présentation préalable soit d'un permis d'exportation, soit d'un certificat de reexportation.

5. La reexportation d'un spécimen d'une espèce inscrite à l'Annexe II nécessite la délivrance et la présentation préalables d'un certificat de reexportation. Ce certificat doit satisfaire aux conditions suivantes:

- a) un organe de gestion de l'Etat de reexportation a la preuve que le spécimen a été importé dans cet Etat conformément aux dispositions de la présente Convention;
- b) un organe de gestion de l'Etat de réexportation a la preuve que tout spécimen vivant sera mis en état et transporté de façon à éviter les risques de blessures, de maladie ou de traitement rigoureux.

6. L'introduction en provenance de la mer d'un spécimen d'une espèce inscrite à l'Annexe II nécessite la délivrance préalable d'un certificat par l'organe de gestion de l'Etat dans lequel le spécimen a été introduit. Ledit certificat doit satisfaire aux conditions suivantes:

- a) une autorité scientifique de l'Etat dans lequel le spécimen a été introduit a émis l'avis que l'introduction ne nuit pas à la survie de ladite espèce;
- b) un organe de gestion de l'Etat dans lequel le spécimen a été introduit a la preuve que tout spécimen vivant sera traité de façon à éviter les risques de blessures, de maladie ou de traitement rigoureux.

7. Les certificats visés au paragraphe 6 ci-dessus peuvent être délivrés, sur avis de l'autorité scientifique pris après consultation des autres autorités scientifiques nationales, et, le cas échéant, des autorités scientifiques internationales, pour le nombre total de spécimens dont l'introduction est autorisée pendant des périodes n'excédant pas un an.

ARTICLE V

Réglementation du commerce de spécimens
d'espèces inscrites à l'Annexe III

1. Tout commerce de spécimens d'une espèce inscrite à l'Annexe III doit être conforme aux dispositions du présent Article.
2. L'exportation d'un spécimen d'une espèce inscrite à l'Annexe III par tout Etat qui a inscrit ladite espèce à l'Annexe III nécessite la délivrance et la présentation préalables d'un permis d'exportation qui doit satisfaire aux conditions suivantes:
 - a) un organe de gestion de l'Etat d'exportation a la preuve que le spécimen en question n'a pas été obtenu en contravention aux lois sur la préservation de la faune et de la flore en vigueur dans cet Etat;
 - b) un organe de gestion de l'Etat d'exportation a la preuve que tout spécimen vivant sera mis en état et transporté de façon à éviter les risques de blessures, de maladie ou de traitement rigoureux.
3. Sauf dans les cas prevus au paragraphe 4 du présent Article, l'importation de tout spécimen d'une espèce inscrite à l'Annexe III nécessite la présentation préalable d'un certificat d'origine et, dans le cas d'une importation en provenance d'un Etat qui a inscrit ladite espèce à l'Annexe III, d'un permis d'exportation.
4. Lorsqu'il s'agit d'une reexportation, un certificat délivré par l'organe de gestion de l'Etat de réexportation précisant que le spécimen a été transformé dans cet Etat, ou qu'il va être reexporté en l'état, fera preuve pour l'Etat d'importation que les dispositions de la présente Convention ont été respectées pour les spécimens en question.

ARTICLE VI

Permis et Certificats

1. Les permis et certificats délivrés en vertu des dispositions des Articles III, IV, et V doivent être conformes aux dispositions du présent Article.
2. Un permis d'exportation doit contenir des renseignements précisés dans le modèle reproduit à l'Annexe IV; il ne sera valable pour l'exportation que pour une période de six mois à compter de la date de délivrance.
3. Tout permis ou certificat se réfère au titre de la présente Convention; il contient le nom et le cachet de l'organe de gestion qui l'a délivré et un numéro de contrôle attribué par l'organe de gestion.
4. Toute copie d'un permis ou d'un certificat délivré par un organe de gestion doit être clairement marqué comme tel et ne peut être utilisé à la place de l'original d'un permis ou d'un certificat, à moins qu'il ne soit stipulé autrement sur la copie.
5. Un permis ou un certificat distinct est requis pour chaque expédition de spécimens.
6. Le cas échéant, un organe de gestion de l'Etat d'importation de tout spécimen conserve et annule le permis d'exportation ou le certificat de ré-exportation et tout permis d'importation correspondant présente lors de l'importation dudit spécimen.
7. Lorsque cela est réalisable, un organe de gestion peut apposer une marque sur un spécimen pour en permettre l'identification. A ces fins, le terme "marque" désigne toute empreinte indélébile, plomb ou autre moyen approprié permettant d'identifier un spécimen et conçu de manière à rendre toute contrefaçon aussi difficile que possible.

ARTICLE VII

Dérogations et autres dispositions particulières
concernant le commerce

1. Les dispositions des Articles III, IV et V ne s'appliquent pas au transit ou au transbordement de spécimens sur le territoire d'une Partie, lorsque ces spécimens restent sous le contrôle de la douane.

2. Lorsqu'un organe de gestion de l'Etat d'exportation ou de reexportation a la preuve que le spécimen a été acquis avant que les dispositions de la présente Convention ne s'appliquent audit spécimen, les dispositions des Articles III, IV et V ne sont pas applicables à ce spécimen, à la condition que ledit organe de gestion délivre un certificat à cet effet.

3. Les dispositions des Articles III, IV et V ne s'appliquent pas aux spécimens qui sont des objets personnels ou à usage domestique. Toutefois, ces dérogations ne s'appliquent pas:

- a) s'il s'agit de spécimens d'une espèce inscrite à l'Annexe I, lorsqu'ils ont été acquis par leur propriétaire en dehors de son Etat de résidence permanente et sont importés dans cet Etat;
 - b) s'il s'agit de spécimens d'une espèce inscrite à l'Annexe II,
 - i) lorsqu'ils ont été acquis par leur propriétaire, lors d'un séjour hors de son Etat de résidence habituelle, dans un Etat dans le milieu sauvage duquel a eu lieu la capture ou la récolte;
 - ii) lorsqu'ils sont importés dans l'Etat de résidence habituelle du propriétaire;
 - iii) et lorsque l'Etat dans lequel a eu lieu la capture ou la récolte exige la délivrance préalable d'un permis d'exportation;
- à moins qu'un organe de gestion ait la preuve que ces spécimens ont été acquis avant que les dispositions de la présente Convention ne s'appliquent aux spécimens en question.

4. Les spécimens d'une espèce animale inscrite à l'Annexe I élevés en captivité à des fins commerciales, ou d'une espèce de plante inscrite à l'Annexe I reproduite artificiellement à des fins commerciales, seront considérés comme des spécimens d'espèces inscrites à l'Annexe II.

5. Lorsqu'un organe de gestion de l'Etat d'exportation a la preuve qu'un spécimen d'une espèce animale a été élevé en captivité ou qu'un spécimen d'une espèce de plante a été reproduit artificiellement, ou qu'il s'agit d'une partie d'un tel animal ou d'une telle plante, ou d'un de ses produits, un certificat délivré par l'organe de gestion à cet effet est accepté à la place des permis et certificats requis conformément aux dispositions des Articles III, IV ou V.

6. Les dispositions des Articles III, IV et V ne s'appliquent pas aux prêts, donations et échanges à des fins non commerciales entre des hommes de science et des institutions scientifiques qui sont enregistrés par un organe de gestion de leur Etat, de spécimens d'herbiers et d'autres spécimens de musées conservés, desséchés ou sous inclusion et de plantes vivantes qui portent une étiquette délivrée ou approuvée par un organe de gestion.

7. Un organe de gestion de tout Etat peut accorder des dérogations aux obligations des Articles III, IV et V et autoriser sans permis ou certificats les mouvements des spécimens qui font partie d'un zoo, d'un cirque, d'une menagerie, d'une exposition d'animaux ou de plantes itinérants à condition que:

- a) l'exportateur ou l'importateur déclare les caractéristiques complètes de ces spécimens à l'organe de gestion,
- b) ces spécimens entrent dans une des catégories spécifiées au paragraphe 2 ou 5 du présent Article,

- c) l'organe de gestion ait la preuve que tout specimen vivant sera transporté et traité de façon à éviter les risques de blessures, de maladie ou de traitement rigoureux.

ARTICLE VIII

Mesures à prendre par les Parties

1. Les Parties prennent les mesures appropriées en vue de la mise en application des dispositions de la présente Convention ainsi que pour interdire le commerce de spécimens en violation de ses dispositions. Ces mesures comprennent:

- a) des sanctions pénales frappant soit le commerce, soit la détention de tels spécimens, ou les deux;
- b) la confiscation ou le renvoi à l'Etat d'exportation de tels spécimens.

2. Outre les mesures prises en vertu du paragraphe 1 du présent Article, une Partie peut, lorsqu'elle le juge nécessaire, prévoir toute procédure de remboursement interne des frais qu'elle a encourus et résultant de la confiscation de spécimens qui ont fait l'objet d'un commerce en violation de mesures prises en application des dispositions de la présente Convention.

3. Dans toute la mesure du possible, les Parties feront en sorte que les formalités requises pour le commerce de spécimens s'effectuent dans les meilleurs délais. En vue de faciliter ces formalités, chaque Partie pourra désigner des ports de sortie et des ports d'entrée où les spécimens doivent être présentes pour être dédouanés. Les Parties feront également en sorte que tout spécimen vivant, au cours du transit, de la manutention ou du transport soit convenablement traité, de façon à éviter les risques de blessures, de maladie et de traitement rigoureux.

4. En cas de confiscation d'un spécimen vivant, résultant des dispositions du paragraphe 1 du présent Article, les modalités suivantes s'appliquent:

- a) le spécimen est confié à un organe de gestion de l'Etat qui a procédé à cette confiscation;
- b) l'organe de gestion, après avoir consulté l'Etat d'exportation, lui renvoie le spécimen à ses frais, ou l'envoie à un centre de sauvegarde ou tout endroit que cet organe juge approprié et compatible avec les objectifs de la présente Convention;
- c) l'organe de gestion peut prendre l'avis d'une autorité scientifique ou consulter le Secretariat chaque fois qu'il le juge souhaitable, afin de faciliter la décision visée à l'alinéa b) ci-dessus, y compris le choix d'un centre de sauvegarde.

5. Un centre de sauvegarde, visé au paragraphe 4 du présent Article, est une institution désignée par un organe de gestion pour prendre soin des spécimens vivants, particulièrement de ceux qui ont été confisqués.

6. Sur le commerce des spécimens des espèces inscrites aux Annexes I, II et III, chaque Partie tient un registre qui comprend:

- a) le nom et l'adresse des exportateurs et des importateurs;
- b) le nombre et la nature de permis et de certificats délivrés; les Etats avec lesquels le commerce a eu lieu; le nombre ou les quantités et types de spécimens, les noms des espèces telles qu'inscrites aux Annexes I, II et III et, le cas échéant, la taille et le sexe desdits spécimens.

7. Chaque Partie établit des rapports périodiques sur la mise en application, par cette Partie, de la présente Convention, et transmettra au Secrétariat:

- a) un rapport annuel contenant un résumé des informations mentionnées à l'alinéa b) du paragraphe 6 du présent Article;
- b) un rapport bisannuel sur les mesures législatives, réglementaires et administratives prises pour l'application de la présente Convention.

8. Les informations visées au paragraphe 7 du présent Article seront tenues à la disposition du public, dans la mesure où cela n'est pas incompatible avec les dispositions législatives et réglementaires de la Partie intéressée.

ARTICLE IX

Organes de gestion et autorités scientifiques

1. Aux fins de la présente Convention, chaque Partie désigne:

- a) un ou plusieurs organes de gestion compétents pour délivrer les permis et les certificats au nom de cette Partie;
- b) une ou plusieurs autorités scientifiques.

2. Au moment du dépôt des instruments de ratification, d'accession, d'approbation ou d'acceptation, chaque Etat communique au gouvernement dépositaire le nom et l'adresse de l'organe de gestion habilité à communiquer avec les organes de gestion désignés par d'autres Parties, ainsi qu'avec le Secrétariat.

3. Toute modification aux désignations faites en application des dispositions du présent Article doit être communiquée par la Partie intéressée au Secrétariat pour transmission aux autres Parties.

4. L'organe de gestion cité au paragraphe 2 du présent Article doit, à la demande du Secrétariat ou de l'organe de gestion d'une des Parties, leur communiquer l'empreinte des cachets et sceaux qu'il utilise pour authentifier ses certificats et permis.

ARTICLE X

Commerce avec des Etats non Parties à la présente Convention

Dans le cas d'exportation ou de réexportation à destination d'un Etat qui n'est pas Partie à la présente Convention, ou d'importation en provenance d'un tel Etat, les Parties peuvent, à la place des permis et des certificats requis par la présente Convention, accepter des documents similaires, délivrés par les autorités compétentes dudit Etat; ces documents doivent, pour l'essentiel, se conformer aux conditions requises pour la délivrance desdits permis et certificats.

ARTICLE XI

Conférence des Parties

1. Le Secrétariat convoquera une session de la Conférence des Parties au plus tard deux ans après l'entrée en vigueur de la présente Convention.
2. Par la suite, le Secrétariat convoque des sessions ordinaires de la Conférence au moins une fois tous les deux ans, à moins que la Conférence n'en décide autrement, et des sessions extraordinaires lorsque la demande écrite en a été faite par au moins un tiers des Parties.
3. Lors des sessions ordinaires ou extraordinaires de cette Conférence, les Parties procèdent à un examen d'ensemble de l'application de la présente Convention et peuvent:
 - a) prendre toute disposition nécessaire pour permettre au Secrétariat de remplir ses fonctions;
 - b) examiner des amendements aux Annexes I et II et les adopter conformément à l'Article XV;
 - c) examiner les progrès accomplis dans la voie de la restauration et de la conservation des espèces figurant aux Annexes I, II et III,

- d) recevoir et examiner tout rapport présenté par le Secretariat ou par toute Partie;
- e) le cas échéant, faire des recommandations visant à améliorer l'application de la présente Convention.

4. A chaque session, les Parties peuvent fixer la date et le lieu de la prochaine session ordinaire à tenir conformément aux dispositions du paragraphe 2 du présent Article.

5. A toute session, les Parties peuvent établir et adopter le règlement intérieur de la session.

6. L'Organisation des Nations Unies, ses institutions spécialisées, l'Agence internationale de l'Energie atomique, ainsi que tout Etat non Partie à la présente Convention peuvent être représentées aux sessions de la Conférence par des observateurs qui ont le droit de participer à la session sans droit de vote.

7. Tout organisme ou toute institution techniquement qualifié dans le domaine de la protection, de la conservation ou de la gestion de la faune et de la flore sauvage qui ont informé le Secretariat de leur désir de se faire représenter aux sessions de la Conférence par des observateurs y sont admis - sauf si un tiers au moins des Parties s'y opposent - à condition qu'ils appartiennent à une des catégories suivantes:

- a) organismes ou institutions internationaux, soit gouvernementaux soit non gouvernementaux, ou organismes ou institutions nationaux gouvernementaux;
- b) organismes ou institutions nationaux non gouvernementaux qui ont été approuvés à cet effet par l'Etat dans lequel ils sont établis.

Une fois admis, ces observateurs ont le droit de participer aux sessions sans droit de vote.

ARTICLE XII

Le Secrétariat

1. Dès l'entrée en vigueur de la présente Convention, un Secrétariat sera fourni par le Directeur général du Programme des Nations Unies pour l'Environnement. Dans la mesure où il le juge opportun, ce dernier peut bénéficier du concours d'organismes internationaux ou nationaux appropriés, gouvernementaux et non gouvernementaux, compétents en matière de protection, de conservation et de gestion de la faune et de la flore sauvages.

2. Les attributions du Secrétariat sont les suivantes:

- a) organiser les conférences des Parties et fournir les services y afférents;
- b) remplir les fonctions qui lui sont confiées en vertu des dispositions des Articles XV et XVI de la présente Convention;
- c) entreprendre, conformément aux programmes arrêtés par la Conférence des Parties, les études scientifiques et techniques qui contribueront à l'application de la présente Convention, y compris les études relatives aux normes à respecter pour la mise en état et le transport appropriés de spécimens vivants et aux moyens d'identifier ces spécimens;
- d) étudier les rapports des Parties et demander aux Parties tout complément d'information qu'il juge nécessaire pour assurer l'application de la présente Convention;
- e) attirer l'attention des Parties sur toute question ayant trait aux objectifs de la présente Convention;
- f) publier périodiquement et communiquer aux Parties des listes mises à jour des Annexes I, II et III ainsi que toutes informations de nature à faciliter l'identification des spécimens des espèces inscrites à ces Annexes;

- g) établir des rapports annuels à l'intention des Parties sur ses propres travaux et sur l'application de la présente Convention, ainsi que tout autre rapport que lesdites Parties peuvent demander lors des sessions de la Conférence;
- h) faire des recommandations pour la poursuite des objectifs et la mise en application des dispositions de la présente Convention, y compris les échanges d'informations de nature scientifique ou technique;
- i) remplir toutes autres fonctions que peuvent lui confier les Parties.

ARTICLE XIII

Mesures internationales

1. Lorsque, à la lumière des informations reçues, le Secrétariat considère qu'une espèce inscrite aux Annexes I ou II est menacée par le commerce des spécimens de ladite espèce ou que les dispositions de la présente Convention ne sont pas effectivement appliquées, il en avertit l'organe de gestion compétent de la Partie ou des Parties intéressées.
2. Quand une Partie reçoit communication des faits indiqués au paragraphe 1 du présent Article, elle informe, le plus rapidement possible et dans la mesure où sa législation le permet, le Secrétariat de tous les faits qui s'y rapportent et, le cas échéant, propose des mesures correctives. Quand la partie estime qu'il y a lieu de procéder à une enquête, celle-ci peut être effectuée par une ou plusieurs personnes expressément agréées par ladite Partie.
3. Les renseignements fournis par la Partie ou résultant de toute enquête prévue au paragraphe 2 du présent Article sont examinés lors de la session suivante de la Conférence des Parties, laquelle peut adresser à ladite Partie toute recommandation qu'elle juge appropriée.

ARTICLE XIV

Incidences de la Convention sur les législations internes et sur les conventions internationales

1. Les dispositions de la présente Convention n'affectent pas le droit des Parties d'adopter:
 - a) des mesures internes plus strictes en ce qui concerne les conditions auxquelles le commerce, la capture ou la récolte, la détention ou le transport de spécimens d'espèces inscrites aux Annexes I, II et III sont soumis, mesures qui peuvent aller jusqu'à leur interdiction complète;
 - b) des mesures internes limitant ou interdisant le commerce, la capture ou la récolte, la détention ou le transport d'espèces qui ne sont pas inscrites aux Annexes I, II ou III.
2. Les dispositions de la présente Convention n'affectent pas les mesures internes et les obligations des Parties découlant de tous traités, conventions ou accords internationaux concernant d'autres aspects du commerce, de la capture ou de la récolte, de la détention ou du transport de spécimens, qui sont ou pourront entrer en vigueur à l'égard de toute Partie y compris, notamment, toute mesure ayant trait aux douanes, à l'hygiène publique, à la science vétérinaire ou à la quarantaine des plantes.
3. Les dispositions de la présente Convention n'affectent pas les dispositions ou les obligations découlant de tout traité, convention ou accord international conclus ou à conclure entre Etats, portant création d'une union ou d'une zone commerciale régionale, comportant l'établissement ou le maintien de contrôles communs douaniers extérieurs et la suppression de contrôles douaniers intérieurs, dans la mesure où elles ont trait au commerce entre les Etats membres de ladite union ou zone.

4. Un Etat partie à la présente Convention, qui est également partie à un autre traite, à une autre convention ou à un autre accord international en vigueur au moment de l'entrée en vigueur de la présente Convention et dont les dispositions accordent une protection aux espèces marines inscrites à l'Annexe II, sera dégagé des obligations qui lui sont imposées en vertu des dispositions de la présente Convention en ce qui concerne le commerce de spécimens d'espèces inscrites à l'Annexe II qui sont pris par des navires immatriculés dans cet Etat et conformément aux dispositions dudit traite, de ladite convention ou dudit accord international.

5. Nonobstant les dispositions des Articles III, IV et V de la présente Convention, toute exportation d'un spécimen pris conformément au paragraphe 4 du présent Article ne nécessite qu'un certificat d'un organe de gestion de l'Etat dans lequel il a été introduit attestant que le spécimen a été pris conformément aux dispositions des autres traites, conventions ou accords internationaux en question.

6. Aucune disposition de la présente Convention ne préjuge la codification et l'élaboration du droit de la mer par la Conférence des Nations Unies sur le Droit de la mer convoquée en vertu de la Résolution n° 2750 C (XXV) de l'Assemblée générale des Nations Unies, ni les revendications et positions juridiques, présentes ou futures, de tout Etat touchant le droit de la mer, et la nature et l'étendue de sa juridiction côtière et de la juridiction qu'il exerce sur les navires battant son pavillon.

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ARTICLE XV

Amendements aux Annexes I et II

1. Les dispositions suivantes s'appliquent en ce qui concerne les amendements apportés aux Annexes I et II lors des sessions des Conférences des Parties:

- a) Toute Partie peut proposer un amendement aux Annexes I ou II pour examen à la session suivante de la Conférence. Le texte de la proposition d'amendement est communiqué au Secrétariat 150 jours au moins avant la session de la Conférence. Le Secrétariat consulte les autres Parties et organes intéressés au sujet de l'amendement, conformément aux dispositions des alinéas b) et c) du paragraphe 2 du présent Article et communique les réponses à toutes les Parties 30 jours au moins avant la session de la Conférence.
- b) Les amendements sont adoptés à la majorité des deux tiers des Parties présentes et votantes. A cette fin "Parties présentes et votantes" signifie les Parties présentes et s'exprimant affirmativement ou négativement. Il n'est pas tenu compte des abstentions dans le calcul de la majorité des deux tiers requise pour l'adoption de l'amendement.
- c) Les amendements adoptés à une session de la Conférence entrent en vigueur 90 jours après ladite session pour toutes les Parties, à l'exception de celles qui formulent une réserve conformément aux dispositions du paragraphe 3 du présent Article.

2. Les dispositions suivantes s'appliquent en ce qui concerne les amendements apportés aux Annexes I et II dans l'intervalle des sessions des Conférences des Parties:

- a) Toute Partie peut proposer un amendement aux Annexes I ou II pour examen dans l'intervalle des sessions de la Conférence des Parties par la procédure de vote par correspondance stipulée dans le présent paragraphe.
- b) Pour les espèces marines, le Secrétariat, dès réception du texte de la proposition d'amendement, le communique à toutes les Parties. Il consulte également les organismes intergouvernementaux compétents particulièrement en vue d'obtenir toutes données scientifiques que ces organismes sont à même de fournir et d'assurer la coordination de toute mesure de conservation appliquée par ces organismes. Le Secrétariat communique aux Parties dans les meilleurs délais les vues exprimées et les données fournies par ces organismes ainsi que ses propres conclusions et recommandations.
- c) Pour les espèces autres que les espèces marines, le Secrétariat, dès réception du texte de la proposition d'amendement, le communique aux Parties. Par la suite, il leur transmet ses propres recommandations dans les meilleurs délais.
- d) Toute Partie peut, dans un délai de 60 jours à partir de la date à laquelle le Secrétariat a transmis ses recommandations aux Parties en application des alinéas b) ou c) ci-dessus, transmettre audit Secrétariat tous commentaires au sujet de la proposition d'amendement ainsi que toutes données et tous renseignements scientifiques nécessaires.
- e) Le Secrétariat communique aux Parties, dans les meilleurs délais, les réponses qu'il a reçues, accompagnées de ses propres recommandations.

- f) Si aucune objection à la proposition d'amendement n'est reçue par le Secrétariat dans un délai de 30 jours à partir de la date à laquelle il transmet les réponses et recommandations reçues en vertu des dispositions de l'alinéa e) du présent paragraphe, l'amendement entre en vigueur 90 jours plus tard pour toutes les Parties sauf pour celles qui font une réserve conformément aux dispositions du paragraphe 3 du présent Article.
- g) Si une objection d'une Partie est reçue par le Secrétariat, la proposition d'amendement doit être soumise à un vote par correspondance conformément aux dispositions des alinéas h), i) et j) du présent paragraphe.
- h) Le Secrétariat notifie aux Parties qu'une objection a été reçue.
- i) A moins que le Secrétariat n'ait reçu les votes affirmatifs ou négatifs, ou les abstentions d'au moins la moitié des Parties dans le délai de 60 jours qui suit la date de notification conformément à l'alinéa h) du présent paragraphe, la proposition d'amendement sera renvoyée pour nouvel examen à la session suivante de la Conférence des Parties.
- j) Dans le cas où le nombre de votes reçus émanent d'au moins la moitié des Parties, la proposition d'amendement est adoptée à la majorité des deux tiers des Parties ayant exprimé un vote affirmatif ou négatif.
- k) Le Secrétariat notifie aux Parties le résultat du scrutin.
- l) Si la proposition d'amendement est adoptée, elle entre en vigueur 90 jours après la date de notification par le Secrétariat de son acceptation, à l'égard de toutes les Parties, sauf à l'égard de celles qui font une réserve conformément aux dispositions du paragraphe 3 du présent Article.

3. Durant le délai de 90 jours prévu à l'alinéa c) du paragraphe 1 ou à l'alinéa 1) du paragraphe 2 du présent Article, toute Partie peut, par notification écrite au gouvernement dépositaire faire une réserve au sujet de l'amendement. Tant que ladite réserve n'est pas retirée, cette Partie est considérée comme un Etat qui n'est pas Partie à la présente Convention en ce qui concerne le commerce des espèces visées.

ARTICLE XVI

Annexe III et amendements à cette Annexe

1. Toute Partie peut à tout moment soumettre au Secretariat une liste d'espèces qu'il déclare avoir fait l'objet, dans les limites de sa compétence, d'une réglementation aux fins visées au paragraphe 3 de l'Article II. L'Annexe III comprend le nom de la Partie qui a fait inscrire l'espèce, les noms scientifiques desdites espèces, les parties d'animaux et de plantes concernées et les produits obtenus à partir de ceux-ci, qui sont expressément mentionnés, conformément aux dispositions de l'alinéa b) de l'Article I.

2. Chaque liste soumise en application des dispositions du paragraphe 1 du présent Article est communiquée aux Parties aussitôt après sa réception, par le Secretariat. La liste entrera en vigueur, en tant que partie intégrante de l'Annexe III, 90 jours après la date de communication. Après communication de ladite liste, toute Partie peut, par notification écrite adressée au gouvernement dépositaire, formuler une réserve au sujet de toute espèce, de toute partie ou de tout produit obtenu à partir des animaux ou plantes concernés, et, tant que cette réserve n'a pas été retirée, l'Etat est considéré comme un Etat non Partie à la présente Convention en ce qui concerne le commerce de l'espèce ou de la partie ou du produit obtenu à partir des animaux ou plantes concernés.

3. Une Partie qui a inscrit une espèce à l'Annexe III peut en effectuer le retrait par notification écrite au Secrétariat qui en informe toutes les Parties. Ce retrait entre en vigueur 30 jours après la date de cette communication.

4. Toute Partie soumettant une liste d'espèces en vertu des dispositions du paragraphe 1 du présent Article communique au Secrétariat une copie de toutes les lois et règlements internes applicables à la protection de ces espèces, accompagnée de tout commentaire que la Partie juge nécessaire ou que le Secrétariat peut lui demander. Tant que les espèces en question restent inscrites à l'Annexe III, la Partie communique tout amendement apporté à ces lois et règlements ou tout nouveau commentaire, dès leur adoption.

ARTICLE XVII

Amendements à la Convention

1. Une session extraordinaire de la Conférence des Parties est convoquée par le Secrétariat, si au moins un tiers des Parties en fait la demande par écrit, pour examiner et adopter des amendements à la présente Convention. Ces amendements sont adoptés à la majorité des deux tiers des Parties présentes et votantes. A cette fin, "Parties présentes et votantes" signifie les Parties présentes et s'exprimant affirmativement ou négativement. Il n'est pas tenu compte des abstentions dans le calcul de la majorité des deux tiers requise pour l'adoption de l'amendement.

2. Le texte de toute proposition d'amendement est communiqué par le Secrétariat aux Parties 90 jours au moins avant la session de la Conférence.

3. Un amendement entre en vigueur pour les Parties qui l'ont approuvé le soixantième jour après que les deux tiers des Parties ont déposé un

... - ..

instrument d'approbation de l'amendement auprès du gouvernement dépositaire. Par la suite, l'amendement entre en vigueur pour toute autre Partie 60 jours après le dépôt par ladite Partie de son instrument d'approbation de l'amendement.

ARTICLE XVIII

Règlement des différends

1. Tout différend survenant entre deux ou plusieurs Parties à la présente Convention relativement à l'interprétation ou l'application des dispositions de ladite Convention fera l'objet de négociations entre les Parties concernées.
2. Si ce différend ne peut être réglé de la façon prévue au paragraphe 1 ci-dessus, les Parties peuvent, d'un commun accord, soumettre le différend à l'arbitrage, notamment à celui de la Cour permanente d'Arbitrage de La Haye, et les Parties ayant soumis le différend seront liées par la décision arbitrale.

ARTICLE XIX

Signature

La présente Convention sera ouverte à la signature à Washington jusqu'au 30 avril 1973 et après cette date, à Berne jusqu'au 31 décembre 1974.

ARTICLE XX

Ratification, acceptation, approbation

La présente Convention sera soumise à ratification, acceptation ou approbation. Les instruments de ratification, d'acceptation ou d'approbation seront déposés auprès du gouvernement de la Confédération Suisse, qui est le gouvernement dépositaire.

ARTICLE XXI

Adhesion

La presente Convention sera ouverte indéfiniment à l'adhesion. Les instruments d'adhesion seront déposés auprès du gouvernement dépositaire.

ARTICLE XXII

Entree en vigueur

1. La presente Convention entrera en vigueur 90 jours après le dépôt du dixième instrument de ratification, d'acceptation, d'approbation ou d'adhesion auprès du gouvernement dépositaire.
2. Pour chaque Etat qui ratifiera, acceptera ou approuvera la presente Convention ou y adhérera postérieurement au dépôt du dixième instrument de ratification, d'acceptation, d'approbation ou d'adhesion, la presente Convention entrera en vigueur 90 jours après le dépôt par cet Etat de son instrument de ratification, d'acceptation, d'approbation ou d'adhesion.

ARTICLE XXIII

Réerves

1. La presente Convention ne peut faire l'objet de réserves générales. Seules des réserves spéciales peuvent être formulées conformément aux dispositions du présent article et de celles des Articles XV et XVI.
2. Tout Etat peut, en déposant son instrument de ratification, d'acceptation, d'approbation ou d'adhesion, formuler une réserve spéciale concernant:
 - a) toute espèce inscrite aux Annexes I, II ou III, ou
 - b) toutes parties ou tous produits obtenus à partir d'un animal ou d'une plante d'une espèce inscrite à l'Annexe III.

3. Tant qu'un Etat Partie à la présente Convention ne retire pas sa réserve formulée en vertu des dispositions du présent Article, cet Etat est considéré comme un Etat qui n'est pas Partie à la présente Convention en ce qui concerne le commerce des espèces, parties ou produits obtenus à partir d'un animal ou d'une plante spécifiés dans ladite réserve.

ARTICLE XXIV

Dénonciation

Toute Partie pourra dénoncer la présente Convention par notification écrite adressee au gouvernement dépositaire. La dénonciation prendra effet douze mois après la reception de cette notification par le gouvernement dépositaire.

ARTICLE XXV

Dépositaire

1. L'original de la présente Convention, dont les textes anglais, chinois, espagnol, français et russe font également foi, sera déposé auprès du gouvernement dépositaire qui en transmettra des copies certifiées conformes aux Etats qui l'ont signée ou qui ont déposé des instruments d'adhésion à ladite Convention.

2. Le gouvernement dépositaire informe les Etats signataires et adherents à la présente Convention et le Secrétariat des signatures, du dépôt des instruments de ratification, d'acceptation, d'approbation ou d'adhésion, de la présentation ou du retrait des réserves, de l'entrée en vigueur de la présente Convention, de ses amendements et des notifications de dénonciation.

3. Dès l'entrée en vigueur de la présente Convention, un exemplaire certifié conforme de ladite Convention sera transmis par le gouvernement dépositaire au Secretariat des Nations Unies aux fins d'enregistrement et de publication conformément à l'Article 102 de la Charte des Nations Unies.

EN FOI DE QUOI, les Plénipotentiaires soussignes, dûment autorisés, ont signé la présente Convention.

FAIT à Washington ce troisième jour de mars, mil neuf cent soixante-treize.

ANNEXE I

Interpretation:

1. Les espèces figurant à la présente Annexe sont indiquées:
 - a) par le nom de l'espèce; ou
 - b) par l'ensemble des espèces appartenant à un taxon supérieur ou à une partie désignée dudit taxon.
2. L'abréviation "spp" sert à désigner toutes les espèces d'un taxon supérieur
3. Les autres références à des taxa supérieurs aux espèces sont données uniquement à titre d'information ou à des fins de classification.
4. Un astérisque (*) placé avant le nom d'une espèce ou d'un taxon supérieur indique qu'une ou plusieurs populations géographiquement isolées, sous-espèces ou espèces dudit taxon figurent à l'Annexe II et que ces populations, sous-espèces ou espèces sont exclues de l'Annexe I.
5. Le signe (-) suivi d'un nombre placé avant le nom d'une espèce ou d'un taxon supérieur indique l'exclusion de ladite espèce ou dudit taxon des populations géographiquement isolées, sous-espèces ou espèces désignées comme suit:
 - 101 Lemur catta
 - 102 Population australienne.
6. Le signe (+) suivi d'un nombre placé avant le nom d'une espèce signifie que seule une population géographiquement isolée, ou sous-espèce désignée de ladite espèce est incluse à la présente Annexe, comme suit:
 - +201 Population italienne seulement.
7. Le signe (#) placé avant le nom d'une espèce ou d'un taxon supérieur indique que les espèces en question sont protégées conformément au programme de 1972 de la Commission internationale pour la réglementation de la chasse à la baleine.

[The list appearing here in the original corresponds to that on pages 1119-1131.]

ANNEXE II**Interprétation:**

1. Les espèces figurant à la présente Annexe sont indiquées:
 - a) par le nom de l'espèce; ou
 - b) par l'ensemble des espèces appartenant à un taxon supérieur ou partie désignée dudit taxon.
2. L'abréviation " spp" sert à désigner toutes les espèces d'un taxon supérieur.
3. Les autres références à des taxa supérieurs aux espèces sont données uniquement à titre d'information ou à des fins de classification.
4. Un astérisque (*) place avant le nom d'une espèce ou d'un taxon supérieur indique qu'une ou plusieurs populations géographiquement isolées, sous-espèces ou espèces dudit taxon figurent à l'Annexe I et que ces populations, sous-espèces ou espèces sont exclues de l'Annexe II.
5. Le signe (#) suivi d'un nombre place avant le nom d'une espèce ou d'un taxon supérieur sert à désigner des parties ou produits qui sont mentionnés à ce sujet aux fins de la présente Convention, comme suit:
 - # 1, sert à désigner les racines
 - # 2, sert à désigner le bois
 - # 3, sert à désigner les troncs.
6. Le signe (-) suivi d'un nombre place avant le nom d'une espèce ou d'un taxon supérieur indique l'exclusion, de ladite espèce ou dudit taxon, des populations géographiquement isolées, sous-espèces, espèces ou groupes d'espèces désignés, comme suit:
-101 Espèces non succulentes.

7 Le signe (+) suivi d'un nombre place avant le nom d'une espece ou d'un taxon superieur signifie que seules des populations geographiquement isolees, sous-espèces ou espèces de ladite espece ou dudit taxon superieur sont incluses à la présente Annexe comme suit:

- +201 Toutes les sous-espèces de l'Amerique du Nord
- +202 Espèces de la Nouvelle-Zelande
- +203 Toutes les espèces de la famille dans les deux Ameriques
- +204 Population australienne

[The list appearing here in the original corresponds to that on pages 1134–1143.]

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ANNEXE IV

CONVENTION SUR LE COMMERCE INTERNATIONAL DES ESPECES DE FAUNE
ET DE FLORE SAUVAGES MENACEES D'EXTINCTION

PERMIS D'EXPORTATION N° _____

Pays d'exportation: _____ Valide jusqu'au: (date)

Ce permis est délivré à: _____

adresse: _____

qui déclare avoir connaissance des dispositions de la Convention, pour
l'exportation de:(spécimen (s), ou partie (s) ou produit (s) de spécimen (s) 1/
d'une espèce inscrite à l'Annexe I
Annexe II
Annexe III de la Convention comme précisé 2/
ci-dessous)

(élevé en captivité ou cultivé en _____) 2/

Ce (ces) spécimen (s) est (sont) adressé (s) à: _____

adresse: _____ pays: _____

à _____ le _____

(signature du titulaire du permis)

à _____ le _____

(cachet et signature de l'organe de
gestion délivrant le permis d'exportation)

1/ Indiquer le type de produit

2/ Rayer la mention inutile

Description du spécimen (s) ou partie (s) ou produit (s) du (des) spécimen (s)
y compris toute marque apposée:

<u>Specimens vivants</u>	<u>Nombre</u>	<u>Sexe</u>	<u>Dimensions</u> (ou volume)	<u>Marque</u> (le cas échéant)
<u>Espèce</u> (nom scientifique et nom commun)				

<u>Parties ou produits</u>	<u>Quantité</u>	<u>Type de marchandise</u>	<u>Marque</u> (le cas échéant)
<u>Espèce</u> (nom scientifique et nom commun)			

Cachets des autorités ayant procédé à l'inspection:

- a) à l'exportation
- b) à l'importation*

* Ce cachet rend ce permis inutilisable à toute fin commerciale ultérieure et ce permis sera remis à l'organe de gestion.

CONVENCIÓN SOBRE EL COMERCIO INTERNACIONAL
DE ESPECIES AMENAZADAS DE FAUNA Y FLORA SILVESTRES

Los Estados Contratantes,

RECONOCIENDO que la fauna y flora silvestres, en sus numerosas, bellas y variadas formas constituyen un elemento irremplazable de los sistemas naturales de la tierra, tienen que ser protegidas para esta generación y las venideras,

CONSCIENTES del creciente valor de la fauna y flora silvestres desde los puntos de vista estético, científico, cultural, recreativo y económico;

RECONOCIENDO que los pueblos y Estados son y deben ser los mejores protectores de su fauna y flora silvestres,

RECONOCIENDO además que la cooperación internacional es esencial para la protección de ciertas especies de fauna y flora silvestres contra su explotación excesiva mediante el comercio internacional,

CONVENCIDOS de la urgencia de adoptar medidas apropiadas a este fin;

HAN ACORDADO lo siguiente:

ARTICULO I

Definiciones

Para los fines de la presente Convención, y salvo que el contexto indique otra cosa.

a) "Especie" significa toda especie, subespecie o población geográficamente aislada de una u otra;

b) "Espécimen" significa:

i) todo animal o planta, vivo o muerto;

ii) en el caso de un animal de una especie incluida en los Apéndices I y II, cualquier parte o derivado fácilmente identificable; en el caso

de un animal de una especie incluida en el Apéndice III, cualquier parte o derivado fácilmente identificable que haya sido especificado en el Apéndice III en relación a dicha especie;

iii) en el caso de una planta, para especies incluidas en el Apéndice I, cualquier parte o derivado fácilmente identificable; y para especies incluidas en los Apéndices II y III, cualquier parte o derivado fácilmente identificable especificado en dichos Apéndices en relación con dicha especie;

c) "Comercio" significa exportación, reexportación, importación e introducción procedente del mar;

d) "Reexportación" significa la exportación de todo espécimen que haya sido previamente importado;

e) "Introducción procedente del mar" significa el traslado a un Estado de especímenes de cualquier especie capturados en el medio marino fuera de la jurisdicción de cualquier Estado;

f) "Autoridad Científica" significa una autoridad científica nacional designada de acuerdo con el Artículo IX,

g) "Autoridad Administrativa" significa una autoridad administrativa nacional designada de acuerdo con el Artículo IX.

h) "Parte" significa un Estado para el cual la presente Convención ha entrado en vigor

ARTICULO II

Principios Fundamentales

1. El Apéndice I incluirá todas las especies en peligro de extinción que son o pueden ser afectadas por el comercio. El comercio en especímenes de estas especies deberá estar sujeto a una reglamentación particularmente estricta a fin de no poner en peligro aun mayor su supervivencia y se autorizara solamente bajo circunstancias excepcionales.

2. El Apéndice II incluirá:

- a) todas las especies que, si bien en la actualidad no se encuentran necesariamente en peligro de extinción, podrían llegar a esa situación a menos que el comercio en especímenes de dichas especies esté sujeto a una reglamentación estricta a fin de evitar utilización incompatible con su supervivencia; y
- b) aquellas otras especies no afectadas por el comercio, que también deberán sujetarse a reglamentación con el fin de permitir un eficaz control del comercio en las especies a que se refiere el subpárrafo (a) del presente párrafo.

3. El Apéndice III incluirá todas las especies que cualquiera de las Partes manifieste que se hallan sometidas a reglamentación dentro de su jurisdicción con el objeto de prevenir o restringir su explotación, y que necesitan la cooperación de otras Partes en el control de su comercio.

4. Las Partes no permitirán el comercio en especímenes de especies incluidas en los Apéndices I, II y III, excepto de acuerdo con las disposiciones de la presente Convención.

ARTICULO III

Reglamentación del Comercio en Especímenes de Especies Incluidas en el Apéndice I

1. Todo comercio en especímenes de especies incluidas en el Apéndice I se realizará de conformidad con las disposiciones del presente Artículo.
2. La exportación de cualquier espécimen de una especie incluida en el Apéndice I requerirá la previa concesión y presentación de un permiso de exportación, el cual únicamente se concederá una vez satisfechos los siguientes requisitos:
 - a) que una Autoridad Científica del Estado de exportación haya manifestado que esa exportación no perjudicará la supervivencia de dicha especie;

b) que una Autoridad Administrativa del Estado de exportación haya verificado que el espécimen no fue obtenido en contravención de la legislación vigente en dicho Estado sobre la protección de su fauna y flora;

c) que una Autoridad Administrativa del Estado de exportación haya verificado que todo espécimen vivo será acondicionado y transportado de manera que se reduzca al mínimo el riesgo de heridas, deterioro en su salud o maltrato; y

d) que una Autoridad Administrativa del Estado de exportación haya verificado que un permiso de importación para el espécimen ha sido concedido.

3. La importación de cualquier espécimen de una especie incluida en el Apéndice I requerirá la previa concesión y presentación de un permiso de importación y de un permiso de exportación o certificado de reexportación. El permiso de importación únicamente se concederá una vez satisfechos los siguientes requisitos:

a) que una Autoridad Científica del Estado de importación haya manifestado que los fines de la importación no serán en perjuicio de la supervivencia de dicha especie;

b) que una Autoridad Científica del Estado de importación haya verificado que quien se propone recibir un espécimen vivo lo podrá albergar y cuidar adecuadamente; y

c) que una Autoridad Administrativa del Estado de importación haya verificado que el espécimen no será utilizado para fines primordialmente comerciales.

4. La reexportación de cualquier espécimen de una especie incluida en el Apéndice I requerirá la previa concesión y presentación de un certificado de reexportación, el cual únicamente se concederá una vez satisfechos los siguientes requisitos:

- a) que una Autoridad Administrativa del Estado de reexportación haya verificado que el espécimen fue importado en dicho Estado de conformidad con las disposiciones de la presente Convención;
- b) que una Autoridad Administrativa del Estado de reexportación haya verificado que todo espécimen vivo será acondicionado y transportado de manera que se reduzca al mínimo el riesgo de heridas, deterioro en su salud o maltrato; y
- c) que una Autoridad Administrativa del Estado de reexportación haya verificado que un permiso de importación para cualquier espécimen vivo ha sido concedido.
5. La introducción procedente del mar de cualquier espécimen de una especie incluida en el Apéndice I requerirá la previa concesión de un certificado expedido por una Autoridad Administrativa del Estado de introducción. Únicamente se concederá un certificado una vez satisfechos los siguientes requisitos:
- a) que una Autoridad Científica del Estado de introducción haya manifestado que la introducción no perjudicará la supervivencia de dicha especie;
- b) que una Autoridad Administrativa del Estado de introducción haya verificado que quien se propone recibir un espécimen vivo lo podrá albergar y cuidar adecuadamente; y
- c) que una Autoridad Administrativa del Estado de introducción haya verificado que el espécimen no será utilizado para fines primordialmente comerciales.

ARTICULO IV

Reglamentación del Comercio de Espécímenes de Especies Incluidas en el Apéndice II

1. Todo comercio en especímenes de especies incluidas en el Apéndice II se realizará de conformidad con las disposiciones del presente Artículo.

2. La exportación de cualquier espécimen de una especie incluida en el Apéndice II requerirá la previa concesión y presentación de un permiso de exportación, el cual únicamente se concederá una vez satisfechos los siguientes requisitos:

- a) que una Autoridad Científica del Estado de exportación haya manifestado que esa exportación no perjudicará la supervivencia de esa especie;
- b) que una Autoridad Administrativa del Estado de exportación haya verificado que el espécimen no fue obtenido en contravención de la legislación vigente en dicho Estado sobre la protección de su fauna y flora; y
- c) que una Autoridad Administrativa del Estado de exportación haya verificado que todo espécimen vivo será acondicionado y transportado de manera que se reduzca al mínimo el riesgo de heridas, deterioro en su salud o maltrato.

3. Una Autoridad Científica de cada Parte vigilará los permisos de exportación expedidos por ese Estado para espécimes de especies incluidas en el Apéndice II y las exportaciones efectuadas de dichos espécimes. Cuando una Autoridad Científica determine que la exportación de espécimes de cualquiera de esas especies debe limitarse a fin de conservarla, a través de su hábitat, en un nivel consistente con su papel en los ecosistemas donde se halla y en un nivel suficientemente superior a aquel en el cual esa especie sería susceptible de inclusión en el Apéndice I, la Autoridad Científica comunicará a la Autoridad Administrativa competente las medidas apropiadas a tomarse, a fin de limitar la concesión de permisos de exportación para espécimes de dicha especie.

4. La importación de cualquier espécimen de una especie incluida en el Apéndice II requerirá la previa presentación de un permiso de exportación o de un certificado de reexportación.

5. La reexportación de cualquier espécimen de una especie incluidas en el Apéndice II requerirá la previa concesión y presentación de un certificado de reexportación, el cual únicamente se concederá una vez satisfechos los siguientes requisitos:

a) que una Autoridad Administrativa del Estado de reexportación haya verificado que el espécimen fue importado en dicho Estado de conformidad con las disposiciones de la presente Convención; y

b) que una Autoridad Administrativa del Estado de reexportación haya verificado que todo espécimen vivo será acondicionado y transportado de manera que se reduzca al mínimo el riesgo de heridas, deterioro en su salud o maltrato.

6. La introducción procedente del mar de cualquier espécimen de una especie incluida en el Apéndice II requerirá la previa concesión de un certificado expedido por una Autoridad Administrativa del Estado de introducción. Únicamente se concederá un certificado una vez satisfechos los siguientes requisitos:

a) que una Autoridad Científica del Estado de introducción haya manifestado que la introducción no perjudicará la supervivencia de dicha especie; y

b) que una Autoridad Administrativa del Estado de introducción haya verificado que cualquier espécimen vivo será tratado de manera que se reduzca al mínimo el riesgo de heridas, deterioro en su salud o maltrato.

7. Los certificados a que se refiere el párrafo 6 del presente Artículo podrán concederse por períodos que no excedan de un año para cantidades totales de espécímenes a ser capturados en tales períodos, con el previo asesoramiento de una Autoridad Científica que haya consultado con otras autoridades científicas nacionales o, cuando sea apropiado, autoridades científicas internacionales.

ARTICULO V

Reglamentación del Comercio de Especímenes de Especies
Incluidas en el Apéndice III

1. Todo comercio en especímenes de especies incluidas en el Apéndice III se realizará de conformidad con las disposiciones del presente Artículo.
2. La exportación de cualquier espécimen de una especie incluida en el Apéndice III procedente de un Estado que la hubiere incluido en dicho Apéndice, requerirá la previa concesión y presentación de un permiso de exportación, el cual únicamente se concederá una vez satisfechos los siguientes requisitos:
 - a) que una Autoridad Administrativa del Estado de exportación haya verificado que el espécimen no fue obtenido en contravención de la legislación vigente en dicho Estado sobre la protección de su fauna y flora; y
 - b) que una Autoridad Administrativa del Estado de exportación haya verificado que todo espécimen vivo será acondicionado y transportado de manera que se reduzca al mínimo el riesgo de heridas, deterioro en su salud o maltrato.
3. La importación de cualquier espécimen de una especie incluida en el Apéndice III requerirá, salvo en los casos previstos en el párrafo 4 del presente Artículo, la previa presentación de un certificado de origen, y de un permiso de exportación cuando la importación proviene de un Estado que ha incluido esa especie en el Apéndice III.
4. En el caso de una reexportación, un certificado concedido por una Autoridad Administrativa del Estado de reexportación en el sentido de que el espécimen fue transformado en ese Estado, o está siendo reexportado, será aceptado por el Estado de importación como prueba de que se ha cumplido con las disposiciones de la presente Convención respecto de ese espécimen.

Permisos y Certificados

1. Los permisos y certificados concedidos de conformidad con las disposiciones de los Artículos III, IV y V deberán ajustarse a las disposiciones del presente Artículo.
2. Cada permiso de exportación contendrá la información especificada en el modelo expuesto en el Apéndice IV y únicamente podrá usarse para exportación dentro de un período de seis meses a partir de la fecha de su expedición.
3. Cada permiso o certificado contendrá el título de la presente Convención, el nombre y cualquier sello de identificación de la Autoridad Administrativa que lo conceda y un número de control asignado por la Autoridad Administrativa.
4. Todas las copias de un permiso o certificado expedido por una Autoridad Administrativa serán claramente marcadas como copias solamente y ninguna copia podrá usarse en lugar del original, a menos que sea así endosado.
5. Se requerirá un permiso o certificado separado para cada embarque de especímenes.
6. Una Autoridad Administrativa del Estado de importación de cualquier espécimen cancelará y conservará el permiso de exportación o certificado de reexportación y cualquier permiso de importación correspondiente presentado para amparar la importación de ese espécimen.
7. Cuando sea apropiado y factible, una Autoridad Administrativa podrá fijar una marca sobre cualquier espécimen para facilitar su identificación. Para estos fines, marca significa cualquier impresión indeleble, sello de plomo u otro medio adecuado de identificar un espécimen, diseñado de manera tal que haga su falsificación por personas no autorizadas lo más difícil posible.

ARTICULO VII

Exenciones y Otras Disposiciones Especiales Relacionadas
con el Comercio

1. Las disposiciones de los Artículos III, IV y V no se aplicarán al tránsito o transbordo de especímenes a través, o en el territorio de una Parte mientras los especímenes permanecen bajo control aduanal.
2. Cuando una Autoridad Administrativa del Estado de exportación o de reexportación haya verificado que un espécimen fue adquirido con anterioridad a la fecha en que entraron en vigor las disposiciones de la presente Convención respecto de ese espécimen, las disposiciones de los Artículos III, IV y V no se aplicarán a ese espécimen si la Autoridad Administrativa expide un certificado a tal efecto.
3. Las disposiciones de los Artículos III, IV y V no se aplicarán a especímenes que son artículos personales o bienes del hogar. Esta exención no se aplicará si:
 - a) en el caso de especímenes de una especie incluida en el Apéndice I, éstos fueron adquiridos por el dueño fuera del Estado de su residencia normal y se importen en ese Estado; o
 - b) en el caso de especímenes de una especie incluida en el Apéndice II:
 - i) éstos fueron adquiridos por el dueño fuera del Estado de su residencia normal y en el Estado en que se produjo la separación del medio silvestre;
 - ii) éstos se importan en el Estado de residencia normal del dueño; y
 - iii) el Estado en que se produjo la separación del medio silvestre requiere la previa concesión de permisos de exportación antes de cualquier exportación de esos especímenes;

a menos que una Autoridad Administrativa haya verificado que los especímenes fueron adquiridos antes que las disposiciones de la presente Convención entraren en vigor respecto de ese espécimen.

4. Los especímenes de una especie animal incluida en el Apéndice I y criados en cautividad para fines comerciales, o de una especie vegetal incluida en el Apéndice I y reproducidos artificialmente para fines comerciales, serán considerados especímenes de las especies incluidas en el Apéndice II.

5. Cuando una Autoridad Administrativa del Estado de exportación haya verificado que cualquier espécimen de una especie animal ha sido criado en cautividad o que cualquier espécimen de una especie vegetal ha sido reproducida artificialmente, o que sea una parte de ese animal o planta o que se ha derivado de uno u otra, un certificado de esa Autoridad Administrativa a ese efecto será aceptado en sustitución de los permisos exigidos en virtud de las disposiciones de los Artículos III, IV o V.

6. Las disposiciones de los Artículos III, IV y V no se aplicarán al préstamo, donación o intercambio no comercial entre científicos o instituciones científicas registrados con la Autoridad Administrativa de su Estado, de especímenes de herbario, otros especímenes preservados, secos o incrustados de museo, y material de plantas vivas que lleven una etiqueta expedida o aprobada por una Autoridad Administrativa.

7. Una Autoridad Administrativa de cualquier Estado podrá dispensar con los requisitos de los Artículos III, IV y V y permitir el movimiento, sin permisos o certificados, de especímenes que formen parte de un parque zoológico, circo, colección zoológica o botánica ambulantes u otras exhibiciones ambulantes, siempre que:

- a) el exportador o importador registre todos los detalles sobre esos especímenes con la Autoridad Administrativa;
- b) los especímenes están comprendidos en cualquiera de las categorías mencionadas en los párrafos 2 ó 5 del presente Artículo, y

c) la Autoridad Administrativa haya verificado que cualquier espécimen vivo será transportado y cuidado de manera que se reduzca al mínimo el riesgo de heridas, deterioro en su salud o maltrato.

ARTICULO VIII

Medidas que deberán tomar las Partes

1. Las Partes adoptarán las medidas apropiadas para velar por el cumplimiento de sus disposiciones y para prohibir el comercio de especímenes en violación de las mismas. Estas medidas incluirán:

- a) sancionar el comercio o la posesión de tales especímenes, o ambos; y
 - b) prever la confiscación o devolución al Estado de exportación de dichos especímenes.
2. Además de las medidas tomadas conforme al párrafo 1 del presente Artículo, cualquier Parte podrá, cuando lo estime necesario, disponer cualquier método de rembolso interno para gastos incurridos como resultado de la confiscación de un espécimen adquirido en violación de las medidas tomadas en la aplicación de las disposiciones de la presente Convención.

3. En la medida posible, las Partes velarán por que se cumplan, con un mínimo de demora, las formalidades requeridas para el comercio en especímenes.

Para facilitar lo anterior, cada Parte podrá designar puertos de salida y puertos de entrada ante los cuales deberán presentarse los especímenes para su despacho. Las Partes deberán verificar además que todo espécimen vivo, durante cualquier período de tránsito, permanencia o despacho, sea cuidado adecuadamente, con el fin de reducir al mínimo el riesgo de heridas, deterioro en su salud o maltrato.

4. Cuando se confisque un espécimen vivo de conformidad con las disposiciones del párrafo 1 del presente Artículo:

a) el espécimen será confiado a una Autoridad Administrativa del Estado confiscador;

b) la Autoridad Administrativa, después de consultar con el Estado de exportación, devolverá el espécimen a ese Estado a costo del mismo, o a un Centro de Rescate u otro lugar que la Autoridad Administrativa considere apropiado y compatible con los objetivos de esta Convención; y

c) la Autoridad Administrativa podrá obtener la asesoría de una Autoridad Científica o, cuando lo considere deseable, podrá consultar con la Secretaría, con el fin de facilitar la decisión que deba tomarse de conformidad con el subpárrafo (b) del presente párrafo, incluyendo la selección del Centro de Rescate u otro lugar.

5. Un Centro de Rescate, tal como lo define el párrafo 4 del presente Artículo significa una institución designada por una Autoridad Administrativa para cuidar el bienestar de los especímenes vivos, especialmente de aquellos que hayan sido confiscados.

6. Cada Parte deberá mantener registros del comercio en especímenes de las especies incluidas en los Apéndices I, II y III que deberán contener:

a) los nombres y las direcciones de los exportadores e importadores; y
b) el número y la naturaleza de los permisos y certificados emitidos; los Estados con los cuales se realizó dicho comercio; las cantidades y los tipos de especímenes, los nombres de las especies incluidas en los Apéndices I, II y III y, cuando sea apropiado, el tamaño y sexo de los especímenes.

7. Cada Parte preparará y transmitirá a la Secretaría informes periódicos sobre la aplicación de las disposiciones de la presente Convención, incluyendo:

a) un informe anual que contenga un resumen de la información prevista en el subpárrafo (b) del párrafo 6 del presente Artículo; y
b) un informe bienal sobre medidas legislativas, reglamentarias y administrativas adoptadas con el fin de cumplir con las disposiciones de la presente Convención.

8. La información a que se refiere el párrafo 7 del presente Artículo estará disponible al público cuando así lo permita la legislación vigente de la Parte interesada.

ARTICULO IX

Autoridades Administrativas y Científicas

1. Para los fines de la presente Convención, cada Parte designará:
 - a) una o más Autoridades Administrativas competentes para conceder permisos o certificados en nombre de dicha Parte; y
 - b) una o más Autoridades Científicas.
2. Al depositar su instrumento de ratificación, aceptación, aprobación o adhesión, cada Estado comunicará al Gobierno Depositario el nombre y la dirección de la Autoridad Administrativa autorizada para comunicarse con otras Partes y con la Secretaría.
3. Cualquier cambio en las designaciones o autorizaciones previstas en el presente Artículo, será comunicado a la Secretaría por la Parte correspondiente, con el fin de que sea transmitido a todas las demás Partes.
4. A solicitud de la Secretaría o de cualquier Autoridad Administrativa designada de conformidad con el párrafo 2 del presente Artículo, la Autoridad Administrativa designada de una Parte transmitirá modelos de sellos u otros medios utilizados para autenticar permisos o certificados.

ARTICULO X

Comercio con Estados que no son Partes de la Convención

En los casos de importaciones de, o exportaciones y reexportaciones a Estados que no son Partes de la presente Convención, los Estados Partes podrán aceptar, en lugar de los permisos y certificados mencionados en la

presente Convención, documentos comparables que conformen sustancialmente a los requisitos de la presente Convención para tales permisos y certificados, siempre que hayan sido emitidos por las autoridades gubernamentales competentes del Estado no Parte de la presente Convención.

ARTICULO XI

Conferencia de las Partes

1. La Secretaría convocará a una Conferencia de las Partes a más tardar dos años después de la entrada en vigor de la presente Convención.
2. Posteriormente, la Secretaría convocará reuniones ordinarias de la Conferencia por lo menos una vez cada dos años, a menos que la Conferencia decida otra cosa, y reuniones extraordinarias en cualquier momento a solicitud, por escrito, de por lo menos un tercio de las Partes.
3. En las reuniones ordinarias o extraordinarias de la Conferencia, las Partes examinarán la aplicación de la presente Convención y podrán:
 - a) adoptar cualquier medida necesaria para facilitar el desempeño de las funciones de la Secretaría;
 - b) considerar y adoptar enmiendas a los Apéndices I y II de conformidad con lo dispuesto en el Artículo XV;
 - c) analizar el progreso logrado en la restauración y conservación de las especies incluidas en los Apéndices I, II y III;
 - d) recibir y considerar los informes presentados por la Secretaría o cualquiera de las Partes; y
 - e) cuando corresponda, formular recomendaciones destinadas a mejorar la eficacia de la presente Convención.
4. En cada reunión ordinaria de la Conferencia, las Partes podrán determinar la fecha y sede de la siguiente reunión ordinaria que se celebrará de conformidad con las disposiciones del párrafo 2 del presente Artículo.

5. En cualquier reunión, las Partes podrán determinar y adoptar reglas de procedimiento para esa reunión.
6. Las Naciones Unidas, sus Organismos Especializados y el Organismo Internacional de Energía Atómica, así como cualquier Estado no Parte en la presente Convención, podrán ser representados en reuniones de la Conferencia por observadores que tendrán derecho a participar sin voto.
7. Cualquier organismo o entidad técnicamente calificado en la protección preservación o administración de fauna y flora silvestres y que esté comprendido en cualquiera de las categorías mencionadas a continuación, podrá comunicar a la Secretaría su deseo de estar representado por un observador en las reuniones de la Conferencia y será admitido salvo que objeten por lo menos un tercio de las Partes presentes:

a) organismos o entidades internacionales, tanto gubernamentales como no gubernamentales, así como organismos o entidades gubernamentales nacionales; y

b) organismos o entidades nacionales no gubernamentales que han sido autorizados para ese efecto por el Estado en que se encuentran ubicados.

Una vez admitidos, estos observadores tendrán el derecho de participar sin voto en las labores de la reunión.

ARTICULO XII

La Secretaría

1. Al entrar en vigor la presente Convención, el Director Ejecutivo del Programa de las Naciones Unidas para el Medio proveerá una Secretaría. En la medida y forma en que lo considere apropiado, el Director Ejecutivo podrá ser ayudado por organismos y entidades internacionales o nacionales, gubernamentales o no gubernamentales, con competencia técnica en la protección, conservación y administración de la fauna y flora silvestres.

2. Las funciones de la Secretaría incluirán las siguientes:
- a) organizar las Conferencias de las Partes y prestarles servicios;
 - b) desempeñar las funciones que le son encomendadas de conformidad con los Artículos XV y XVI de la presente Convención;
 - c) realizar estudios científicos y técnicos, de conformidad con los programas autorizados por la Conferencia de las Partes, que contribuyan a la mejor aplicación de la presente Convención, incluyendo estudios relacionados con normas para la adecuada preparación y embarque de especímenes vivos y los medios para su identificación;
 - d) estudiar los informes de las Partes y solicitar a éstas cualquier información adicional que a ese respecto fuere necesaria para asegurar la mejor aplicación de la presente Convención;
 - e) señalar a la atención de las Partes cualquier cuestión relacionada con los fines de la presente Convención;
 - f) publicar periódicamente, y distribuir a las Partes, ediciones revisadas de los Apéndices I, II y III, junto con cualquier otra información que pudiere facilitar la identificación de especímenes de las especies incluidas en dichos Apéndices;
 - g) preparar informes anuales para las Partes sobre las actividades de la Secretaría y de la aplicación de la presente Convención, así como los demás informes que las Partes pudieren solicitar;
 - h) formular recomendaciones para la realización de los objetivos y disposiciones de la presente Convención, incluyendo el intercambio de información de naturaleza científica o técnica; y
 - i) desempeñar cualquier otra función que las Partes pudieren encomendarle.

ARTICULO XIII

Medidas Internacionales

1. Cuando la Secretaría, a la luz de información recibida, considere que cualquier especie incluida en los Apéndices I o II se halla adversamente afectada por el comercio en especímenes de esa especie, o de que las disposiciones de la presente Convención no se están aplicando eficazmente, la Secretaría comunicará esa información a la Autoridad Administrativa autorizada de la Parte o de las Partes interesadas.
2. Cuando cualquier Parte reciba una comunicación de acuerdo a lo dispuesto en el párrafo 1 del presente Artículo, ésta, a la brevedad posible y siempre que su legislación lo permita, comunicará a la Secretaría todo dato pertinente, y, cuando sea apropiado, propondrá medidas para corregir la situación. Cuando la Parte considere que una investigación sea conveniente, ésta podrá llevarse a cabo por una o más personas expresamente autorizadas por la Parte respectiva.
3. La información proporcionada por la Parte o emanada de una investigación de conformidad con lo previsto en el párrafo 2 del presente Artículo, será examinada por la siguiente Conferencia de las Partes, la cual podrá formular cualquier recomendación que considere pertinente.

ARTICULO XIV

Efecto sobre la legislación nacional y convenciones internacionales

1. Las disposiciones de la presente Convención no afectarán en modo alguno el derecho de las Partes de adoptar:
 - a) medidas internas más estrictas respecto de las condiciones de comercio, captura, posesión o transporte de especímenes de especies incluidas en los Apéndices I, II y III, o prohibirlos enteramente; o
 - b) medidas internas que restrinjan o prohíban el comercio, la captura, la posesión o el transporte de especies no incluidas en los Apéndices I, II ó III.

2. Las disposiciones de la presente Convención no afectarán en modo alguno las disposiciones de cualquier medida interna u obligaciones de las Partes derivadas de un tratado, convención o acuerdo internacional referentes a otros aspectos del comercio, la captura, la posesión o el transporte de especímenes que está en vigor o entre en vigor con posteridad para cualquiera de las Partes, incluidas las medidas relativas a la aduana, salud pública o a las cuarentenas vegetales o animales.

3. Las disposiciones de la presente Convención no afectarán en modo alguno las disposiciones u obligaciones emanadas de los tratados, convenciones o acuerdos internacionales concluidos entre Estados y que crean una unión o acuerdo comercial regional que establece o mantiene un régimen común aduanero hacia el exterior y que elimine regímenes aduaneros entre las partes respectivas en la medida en que se refieran al comercio entre los Estados miembros de esa unión o acuerdo.

4. Un Estado Parte en la presente Convención que es también parte en otro tratado, convención o acuerdo internacional en vigor cuando entre en vigor la presente Convención y en virtud de cuyas disposiciones se protege a las especies marinas incluidas en el Apéndice II, quedará eximida de las obligaciones que le imponen las disposiciones de la presente Convención respecto de los especímenes de especies incluidas en el Apéndice II capturados tanto por buques matriculados en ese Estado como de conformidad con las disposiciones de esos tratados, convenciones o acuerdos internacionales.

5. Sin perjuicio de las disposiciones de los Artículos III, IV y V, para la exportación de un espécimen capturado de conformidad con el párrafo 4 del presente Artículo, únicamente se requerirá un certificado de una Autoridad Administrativa del Estado de introducción que señale que el espécimen ha sido capturado conforme a las disposiciones de los tratados, convenciones o acuerdos internacionales pertinentes.

6. Nada de lo dispuesto en la presente Convención prejuzgará la codificación y el desarrollo progresivo del derecho del mar por la Conferencia de las Naciones Unidas sobre el Derecho del Mar, convocada conforme a la Resolución 2750 C (XXV) de la Asamblea General de las Naciones Unidas, ni las reivindicaciones y tesis jurídicas presentes o futuras de cualquier Estado en lo que respecta al derecho del mar y a la naturaleza y al alcance de la jurisdicción de los Estados ribereños y de los Estados de pabellón.

ARTICULO XV

Enmiendas a los Apéndices I y II

1. En reuniones de la Conferencia de las Partes, se aplicarán las siguientes disposiciones en relación con la adopción de las enmiendas a los Apéndices I y II:

a) Cualquier Parte podrá proponer enmiendas a los Apéndices I o II para consideración en la siguiente reunión. El texto de la enmienda propuesta será comunicado a la Secretaría con una antelación no menor de 150 días a la fecha de la reunión. La Secretaría consultará con las demás Partes y las entidades interesadas de conformidad con lo dispuesto en los subpárrafos (b) y (c) del párrafo 2 del presente Artículo y comunicará las respuestas a todas las Partes a más tardar 30 días antes de la reunión.

b) Las enmiendas serán adoptadas por una mayoría de dos tercios de las Partes presentes y votantes. A estos fines, "Partes presentes y votantes" significa Partes presentes que emiten un voto afirmativo o negativo. Las Partes que se abstienen de votar no serán contadas entre los dos tercios requeridos para adoptar la enmienda.

c) Las enmiendas adoptadas en una reunión entrarán en vigor para todas las Partes 90 días después de la reunión, con la excepción de las Partes que formulen reservas de conformidad con el párrafo 3 del presente Artículo.

2. En relación con las enmiendas a los Apéndices I y II presentadas entre reuniones de la Conferencia de las Partes, se aplicarán las siguientes disposiciones:

- a) Cualquier Parte podrá proponer enmiendas a los Apéndices I o II para que sean examinadas entre reuniones de la Conferencia, mediante el procedimiento por correspondencia enunciado en el presente párrafo.
- b) En lo que se refiere a las especies marinas, la Secretaría, al recibir el texto de la enmienda propuesta, lo comunicará inmediatamente a todas las Partes. Consultará, además, con las entidades intergubernamentales que tuvieren una función en relación con dichas especies, especialmente con el fin de obtener cualquier información científica que éstas puedan suministrar y asegurar la coordinación de las medidas de conservación aplicadas por dichas entidades. La Secretaría transmitirá a todas las Partes, a la brevedad posible, las opiniones expresadas y los datos suministrados por dichas entidades, junto con sus propias comprobaciones y recomendaciones.
- c) En lo que se refiere a especies que no fueran marinas, la Secretaría, al recibir el texto de la enmienda propuesta, lo comunicará inmediatamente a todas las Partes y, posteriormente, a la brevedad posible, comunicará a todas las Partes sus propias recomendaciones al respecto.
- d) Cualquier Parte, dentro de los 60 días después de la fecha en que la Secretaría haya comunicado sus recomendaciones a las Partes de conformidad con los subpárrafos (b) o (c) del presente párrafo, podrá transmitir a la Secretaría sus comentarios sobre la enmienda propuesta, junto con todos los datos científicos e información pertinentes.
- e) La Secretaría transmitirá a todas las Partes, tan pronto como le fuera posible, todas las respuestas recibidas, junto con sus propias recomendaciones.

f) Si la Secretaría no recibiera objeción alguna a la enmienda propuesta dentro de los 30 días a partir de la fecha en que comunicó las respuestas recibidas conforme a lo dispuesto en el subpárrafo (e) del presente párrafo, la enmienda entrará en vigor 90 días después para todas las Partes, con excepción de las que hubieren formulado reservas conforme al párrafo 3 del presente Artículo.

g) Si la Secretaría recibiera una objeción de cualquier Parte, la enmienda propuesta será puesta a votación por correspondencia conforme a lo dispuesto en los subpárrafos (h), (i) y (j) del presente párrafo.

h) La Secretaría notificará a todas las Partes que se ha recibido una notificación de objeción.

i) Salvo que la Secretaría reciba los votos a favor, en contra o en abstención de por lo menos la mitad de las Partes dentro de los 60 días a partir de la fecha de notificación conforme al subpárrafo (h) del presente párrafo, la enmienda propuesta será transmitida a la siguiente reunión de la Conferencia de las Partes.

j) Siempre que se reciban los votos de la mitad de las Partes, la enmienda propuesta será adoptada por una mayoría de dos tercios de los Estados que voten a favor o en contra.

k) La Secretaría notificará a todas las Partes el resultado de la votación.

l) Si se adoptara la enmienda propuesta, ésta entrará en vigor para todas las Partes 90 días después de la fecha en que la Secretaría notifique su adopción, salvo para las Partes que formulan reservas conforme a lo dispuesto en el párrafo 3 del presente Artículo.

3. Dentro del plazo de 90 días previsto en el subpárrafo (c) del párrafo 1 o subpárrafo (l) del párrafo 2 de este Artículo, cualquier Parte podrá formular una reserva a esa enmienda mediante notificación por escrito al Gobierno.

Depositario. Hasta que retire su reserva, la Parte será considerada como Estado no Parte en la presente Convención respecto del comercio en la especie respectiva.

ARTICULO XVI

Apéndice III y sus Enmiendas

1. Cualquier Parte podrá, en cualquier momento, enviar a la Secretaría una lista de especies que manifieste se hallan sometidas a reglamentación dentro de su jurisdicción para el fin mencionado en el párrafo 3 del Artículo II. En el Apéndice III se incluirán los nombres de las Partes que las presentaron para inclusión, los nombres científicos de cada especie así presentada y cualquier parte o derivado de los animales o plantas respectivos que se especifiquen respecto de esa especie a los fines del subpárrafo (b) del Artículo I.
2. La Secretaría comunicará a las Partes, tan pronto como le fuere posible después de su recepción, las listas que se presenten conforme a lo dispuesto en el párrafo 1 del presente Artículo. La lista entrará en vigor como parte del Apéndice III 90 días después de la fecha de dicha comunicación. En cualquier oportunidad después de la recepción de la comunicación de esta lista, cualquier Parte podrá, mediante notificación por escrito al Gobierno Depositario, formular una reserva respecto de cualquier especie o parte o derivado de la misma. Hasta que retire esa reserva, el Estado respectivo será considerado como Estado no Parte en la presente Convención respecto del comercio en la especie, parte o derivado de que se trata.
3. Cualquier Parte que envíe una lista de especies para inclusión en el Apéndice III, podrá retirar cualquier especie de dicha lista en cualquier momento, mediante notificación a la Secretaría, la cual comunicará dicho retiro a todas las Partes. El retiro entrará en vigor 30 días después de la fecha de dicha notificación.

4. Cualquier Parte que presente una lista conforme a las disposiciones del párrafo 1 del presente Artículo, remitirá a la Secretaría copias de todas las leyes y reglamentos internos aplicables a la protección de dicha especie, junto con las interpretaciones que la Parte considere apropiadas o que la Secretaría pueda solicitarle. La Parte, durante el período en que la especie en cuestión se encuentre incluida en el Apéndice III, comunicará toda enmienda a dichas leyes y reglamentos, así como cualquier nueva interpretación, conforme sean adoptadas.

ARTICULO XVII

Enmiendas a la Convención

1. La Secretaría, a petición por escrito de por lo menos un tercio de las Partes, convocará una reunión extraordinaria de la Conferencia de las Partes para considerar y adoptar enmiendas a la presente Convención. Las enmiendas serán adoptadas por una mayoría de dos tercios de las Partes presentes y votantes. A estos fines, "Partes presentes y votantes" significa Partes presentes que emiten un voto afirmativo o negativo. Las Partes que se abstienen de votar no serán contadas entre los dos tercios requeridos para adoptar la enmienda.
2. La Secretaría transmitirá a todas las Partes los textos de propuestas de enmienda por lo menos 90 días antes de su consideración por la Conferencia.
3. Toda enmienda entrará en vigor para las Partes que la acepten 60 días después de que dos tercios de las Partes depositen con el Gobierno Depositario sus instrumentos de aceptación de la enmienda. A partir de esa fecha, la enmienda entrará en vigor para cualquier otra Parte 60 días después de que dicha Parte deposite su instrumento de aceptación de la misma.

ARTICULO XVIII

Arreglo de Controversias

1. Cualquier controversia que pudiera surgir entre dos o más Partes con respecto a la interpretación o aplicación de las disposiciones de la presente Convención, será sujeta a negociación entre las Partes en la controversia.
2. Si la controversia no pudiere resolverse de acuerdo con el párrafo 1 del presente Artículo, las Partes podrán, por consentimiento mutuo, someter la controversia a arbitraje, en especial a la Corte Permanente de Arbitraje de La Haya y las Partes que así sometan la controversia se obligarán por la decisión arbitral.

ARTICULO XIX

Firma

La presente Convención estará abierta a la firma en Washington, hasta el 30 de abril de 1973 y, a partir de esa fecha, en Berna hasta el 31 de diciembre de 1974.

ARTICULO XX

Ratificación, Aceptación y Aprobación

La presente Convención estará sujeta a ratificación, aceptación o aprobación. Los instrumentos de ratificación, aceptación o aprobación serán depositados en poder del Gobierno de la Confederación Suiza, el cual será el Gobierno Depositario.

ARTICULO XXI

Adhesión

La presente Convención estará abierta indefinidamente a la adhesión. Los instrumentos de adhesión serán depositados en poder del Gobierno Depositario.

ARTICULO XXII

Entrada en Vigor

1. La presente Convención entrará en vigor 90 días después de la fecha en que se haya depositado con el Gobierno Depositario el décimo instrumento de ratificación, aceptación, aprobación o adhesión.
2. Para cada Estado que ratifique, acepte o apruebe la presente Convención, o se adhiera a la misma, después del depósito del décimo instrumento de ratificación, aceptación, aprobación o adhesión, la Convención entrará en vigor 90 días después de que dicho Estado haya depositado su instrumento de ratificación, aceptación, aprobación o adhesión.

ARTICULO XXIII

Reservas

1. La presente Convención no estará sujeta a reservas generales. Únicamente se podrán formular reservas específicas de conformidad con lo dispuesto en el presente Artículo y en los Artículos XV y XVI.
2. Cualquier Estado, al depositar su instrumento de ratificación, aceptación, aprobación o adhesión, podrá formular una reserva específica con relación a:
 - a) cualquier especie incluida en los Apéndices I, II y III, o
 - b) cualquier parte o derivado especificado en relación con una especie incluida en el Apéndice III.
3. Hasta que una Parte en la presente Convención retire la reserva formulada de conformidad con las disposiciones del presente Artículo, ese Estado será considerado como Estado no Parte en la presente Convención respecto del comercio en la especie, parte o derivado especificado en dicha reserva.

ARTICULO XXIV

Denuncia

Cualquier Parte podrá denunciar la presente Convención mediante notificación por escrito al Gobierno Depositario en cualquier momento. La denuncia surtirá efecto doce meses después de que el Gobierno Depositario haya recibido la notificación.

ARTICULO XXV

Depositario

1. El original de la presente Convención, cuyos textos en chino, español, francés, inglés y ruso son igualmente auténticos, será depositado en poder del Gobierno Depositario, el cual enviará copias certificadas a todos los Estados que la hayan firmado o depositado instrumentos de adhesión a ella.
2. El Gobierno Depositario informará a todos los Estados signatarios y adherentes, así como a la Secretaría, respecto de las firmas, los depósitos de instrumentos de ratificación, aceptación, aprobación o adhesión, la entrada en vigor de la presente Convención, enmiendas, formulaciones y retiros de reservas y notificaciones de denuncias.
3. Cuando la presente Convención entre en vigor, el Gobierno Depositario transmitirá una copia certificada a la Secretaría de las Naciones Unidas para su registro y publicación de conformidad con el Artículo 102 de la Carta de las Naciones Unidas.

EN TESTIMONIO DE LO CUAL, los Plenipotenciarios infrascritos, debidamente autorizados a ello, han firmado la presente Convención.

HECHO en Washington, el día tres de marzo de mil novecientos setenta y tres

APENDICE I

Interpretación:

1. En el presente Apéndice se hace referencia a las especies:
 - a) conforme al nombre de las especies, o
 - b) como si estuviesen todas las especies incluidas en un taxon superior o en una parte de él que hubiese sido designada.
2. La abreviatura "app" se utiliza para denotar todas las especies de un taxon superior.
3. Otras referencias a los taxa superiores a las especies tienen el fin único de servir de información o clasificación.
4. Un asterisco (*) colocado junto al nombre de una especie o de un taxon superior indica que una o más de las poblaciones geográficamente separadas, subespecies o especies de dicho taxon se encuentran incluidas en el Apéndice II y que esas poblaciones, subespecies o especies están excluidas del Apéndice I.
5. El símbolo (-) seguido de un número colocado junto al nombre de una especie o de un taxon superior indica la exclusión de la especie o del taxon superior de designadas poblaciones geográficamente separadas, subespecies, o especies, como sigue:
 - 101 Lemur catta
 - 102 Población australiana.
6. El símbolo (+) seguido de un número colocado junto al nombre de una especie denota que solamente una designada población geográficamente separada o subespecie de esa especie se incluye en este Apéndice, como sigue:
 - + 201 Únicamente población italiana.
7. El símbolo (/) colocado junto al nombre de una especie o de un taxon superior indica que las especies correspondientes están protegidas de conformidad con el programa de 1972 de la Comisión Internacional de la Ballena.

[The list appearing here in the original corresponds to that on pages 1119–1131.]

APENDICE II

Interpretación.

1. En el presente Apéndice se hace referencia a las especies.
 - a) conforme al nombre de las especies; o
 - b) como si estuviesen todas las especies incluidas en un taxon superior o en una parte de él que hubiese sido designada.
2. La abreviatura "spp" se utiliza para denotar todas las especies de un taxon superior
3. Otras referencias a los taxa superiores a las especies tienen el fin único de servir de información o clasificación.
4. Un asterisco (*) colocado junto al nombre de una especie o de un taxon superior indica que una o más de las poblaciones geográficamente separadas, subespecies o especies de dicho taxon se encuentran incluidas en el Apéndice I y que esas poblaciones, subespecies o especies están excluidas del Apéndice II.
5. El símbolo (#) seguido de un número colocado junto al nombre de una especie o de un taxon superior indica las partes o derivados que se encuentran especificados donde corresponda para los fines de la presente Convención como sigue:
 - # 1 designa la raíz
 - # 2 designa la madera
 - # 3 designa los troncos
6. El símbolo (-) seguido de un número colocado junto al nombre de una especie o de un taxon superior indica la exclusión, de tal especie o taxon superior, de las designadas poblaciones geográficamente separadas, las subespecies, especies o grupos de especies, como sigue:-
 - 101 Especies que no son suculentas.

7 El símbolo (+) seguido de un numero colocado junto al nombre de una especie o de un taxon superior denota que solamente una designada población geográficamente separada o subespecies o especies de esa especie o taxon superior se incluyen en el presente Apendice, como sigue:

- + 201 Todas las subespecies de América del Norte
- + 202 Especies de Nueva Zelandia
- + 203 Todas las especies de la familia en las Americas
- + 204 Población australiana

[The list appearing here in the original corresponds to that on pages 1134–1143.]

TIAS 8249

APENDICE IV

CONVENTION SOBRE EL COMERCIO INTERNACIONAL DE ESPECIES AMENAZADAS
DE FAUNA Y FLORA SILVESTRES

PERMISO DE EXPORTACION NO. _____

Válido hasta: (Fecha)País Exportador:

Se le expide este permiso a: _____

Domiciliado en: _____

quién declara conocer las disposiciones de la Convención, a fin de exportar:

(espécimen(es) o parte(s) o derivado(s) de espécimen(es)) 1/
de una especie incluida en el Apéndice I)
Apéndice II)--2/
Apéndice III de la Convención tal y)
como se señala abajo)

(criado en cautividad o cultivado en _____) 2/

Este (estos) espécimen(es) está (están) dirigido(s) a: _____

cuya dirección es: _____ país: _____

en _____ a los _____

(Firma del solicitante del permiso)

en _____ a los _____

(Sello y firma de la Autoridad Administrativa
que emite el Permiso de Exportación)1/ Indíquese el tipo de producto2/ Suprímase si no corresponde

Descripción del(los) espécimen(es) o partes(s) o derivado(s) de espécimen(es)
incluyendo cualquier marca(s) que lleven:

<u>Especímenes Vivos</u>	<u>Número</u>	<u>Sexo</u>	<u>Tamaño</u> (o volumen)	<u>Marca</u> (si tiene)
<u>Especies</u> (nombres científicos y vulgares)				

<u>Partes o Derivados</u>	<u>Cantidad</u>	<u>Tipo de producto</u>	<u>Marca</u> (si tiene)
<u>Especies</u> (nombres científicos y vulgares)			

Sello de la Autoridad que realiza la inspección.

- (a) en la exportación
- (b) en la importación*

* Este sello deja sin efecto el presente permiso para fines de futuras transacciones comerciales, y el presente permiso deberá entregarse a la Autoridad Administrativa.

FOR AFGHANISTAN:
POUR L'AFGHANISTAN:
POR EL AFGANISTAN:

FOR ALGERIA:
POUR L'ALGERIE:
POR ARGELIA:

FOR ARGENTINA:
POUR L'ARGENTINE:
POR LA ARGENTINA.

Q. A. Lovell, Jr.

FOR AUSTRALIA:
POUR L'AUSTRALIE:
POR AUSTRALIA:

FOR AUSTRIA.
POUR L'AUTRICHE.
POR AUSTRIA:

Y

FOR BANGLADESH:
POUR LE BANGLA DESH:
POR BANGLADESH:

FOR BELGIUM:
POUR LA BELGIQUE:
POR BELGICA.

Walton C on May

FOR BOLIVIA:
POUR LA BOLIVIE.
POR BOLIVIA:

FOR BOTSWANA:
POUR LE BOTSWANA:
POR BOTSWANA.

FOR BRAZIL.
POUR LE BRESIL.
POR EL BRASIL.

Cesar Braga

FOR BURUNDI.
POUR LE BURUNDI.
POR BURUNDI.

FOR CAMEROON:
POUR LE CAMEROUN:
POR EL CAMERUN:

FOR CANADA.
POUR LE CANADA:
POR EL CANADA:

FOR THE CENTRAL AFRICAN REPUBLIC:
POUR LA REPUBLIQUE CENTRAFRICAINE:
POR LA REPUBLICA CENTROAFRICANA:

FOR COLOMBIA.
POUR LA COLOMBIE:
POR COLOMBIA:

Paul Nitin,
Jan 4, 1973

FOR COSTA RICA:
POUR LE COSTA RICA:
POR COSTA RICA:

Wam

FOR CYPRUS:
POUR CHYPRE:
POR CHIPRE.

FOR CZECHOSLOVAKIA:
POUR LA TCHECOSLOVAQUIE:
POR CHECOSLOVAQUIA:

FOR DENMARK.
POUR LE DANEMARK.
POR DINAMARCA:

FOR THE DOMINICAN REPUBLIC:
POUR LA REPUBLIQUE DOMINICAINE:
POR LA REPUBLICA DOMINICANA.

FOR EGYPT:
POUR L'EGYPTE:
POR ECIPTO:

FOR EL SALVADOR:
POUR EL SALVADOR:
POR EL SALVADOR:

FOR FINLAND:
POUR LA FINLANDE:
POR FINLANDIA.

FOR FRANCE.
POUR LA FRANCE:
POR FRANCIA:



FOR THE GERMAN DEMOCRATIC REPUBLIC.
POUR LA REPUBLIQUE DEMOCRATIQUE ALLEMANDE.
POR LA REPUBLICA DEMOCRATICA ALEMANA.

FOR THE FEDERAL REPUBLIC OF GERMANY:
POUR LA REPUBLIQUE FEDERALE D'ALLEMAGNE:
POR LA REPUBLICA FEDERAL DE ALEMANIA:



FOR GHANA.
POUR LE GHANA:
POR GHANA:

FOR GREECE:
POUR LA GRECE.
POR GRECIA:

FOR GUATEMALA:
POUR LE GUATEMALA:
POR GUATEMALA:



FOR GUYANA.
POUR LA GUYANE:
POR GUYANA.

FOR HONDURAS.
POUR LE HONDURAS:
POR HONDURAS.

FOR INDIA:
POUR L'INDE:
POR LA INDIA:

FOR INDONESIA:
POUR L'INDONÉSIE:
POR INDONESIA:

FOR IRAN:
POUR L'IRAN:
POR EL IRAN:

sl. J. Zecák

FOR ISRAEL.
POUR ISRAËL.
POR ISRAEL.

Eliezer Efrat. March 5, 1973

FOR ITALY:
POUR L'ITALIE:
POR ITALIA.

V. D. Benedicks

FOR JAPAN:
POUR LE JAPON:
POR EL JAPON:

Nobuhiko Ohura

30th April, 1973

FOR JORDAN:
POUR LA JORDANIE:
POR JORDANIA:

FOR KENYA:
POUR LE KENYA:
POR KENIA:

Morangu

30th April 1973

FOR THE KHMER REPUBLIC:
POUR LA REPUBLIQUE KHMERÉ:
POR LA REPUBLICA KHMER:

FOR THE REPUBLIC OF KOREA.
POUR LA REPUBLIQUE DE COREE:
POR LA REPUBLICA DE COREA.

FOR LEBANON:
POUR LE LIBAN:
POR EL LIBANO:

FOR LUXEMBOURG.
POUR LE LUXEMBOURG:
POR LUXEMBURGO:

Jean Wagner

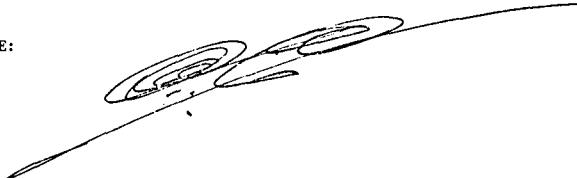
FOR THE MALAGASY REPUBLIC:
POUR LA REPUBLIQUE MALGACHE:
POR LA REPUBLICA MALGACHE.

Mirabegny -

April 4th 1973

FOR MALAWI.
POUR LE MALAWI.
POR MALAWI.

FOR MAURITIUS:
POUR L'ILE MAURICE:
POR MAURICIO:



FOR MEXICO:
POUR LE MEXIQUE:
POR MEXICO:

FOR MONGOLIA:
POUR LA MONGOLIE:
POR MONGOLIA.

FOR MOROCCO:
POUR LE MAROC:
POR MARRUECOS:

9-3-73

FOR THE KINGDOM OF THE NETHERLANDS:
POUR LE ROYAUME DES PAYS-BAS:
POR EL REINO DE LOS PAISES BAJOS.

FOR NIGER:
POUR LE NIGER:
POR EL NIGER:

5.3.73

FOR NIGERIA:
POUR LE NIGERIA.
POR NIGERIA:

FOR PAKISTAN:
POUR LE PAKISTAN:
POR EL PAKISTAN:

FOR PANAMA:
POUR LE PANAMA:
POR PANAMA.

versus may
(anexo ratificación y declaración)

FOR PARAGUAY
POUR LE PARAGUAY
POR EL PARAGUAY

Ad referendum
30 de abril de 1973
Higinio Solís Benítez
J. Camacho

FOR PERU:
POUR LE PEROU:
POR EL PERU:

TIAS 8249

FOR THE PHILIPPINES:
POUR LES PHILIPPINES.
POR FILIPINAS.

Edmundo Jimnáez
J. De Leon
Romeo C. Aquelles

FOR POLAND
POUR LA POLOGNE:
POR POLONIA:

FOR PORTUGAL.
POUR LE PORTUGAL.
POR PORTUGAL.

FOR RWANDA:
POUR LE RWANDA.
POR RWANDA:

FOR SENEGAL.
POUR LE SENEGAL.
POR EL SENEGRAL.

FOR SIERRA LEONE:
POUR LA SIERRA LEONE;
POR SIERRA LEONA:

FOR SOUTH AFRICA:
POUR L'AFRIQUE DE SUD:
POR SUDAFRICA:

J. S. J. Romeo.

FOR SPAIN:
POUR L'ESPAGNE.
POR ESPANA:

FOR THE SUDAN:
POUR LE SOUDAN:
POR EL SUDAN:

alhooy

27th April, 1973

FOR SWAZILAND:
POUR LE SWAZILAND:
POR SWAZILANDIA:

FOR SWEDEN:
POUR LA SUEDE.
POR SUECIA:

bij leef

April 3, 1973

FOR SWITZERLAND:
POUR LA SUISSE.
POR SUIZA:

F Klump

April 2 1973

FOR TANZANIA:
POUR LA TANZANIE:
POR TANZANIA.

30th April 1973

FOR THAILAND:
POUR LA THAILANDE:
POR TAILANDIA:

FOR TOGO:
POUR LE TOGO:
POR EL TOGO:

3 7 73

FOR TUNISIA:
POUR LA TUNISIE:
POR TUNEZ:

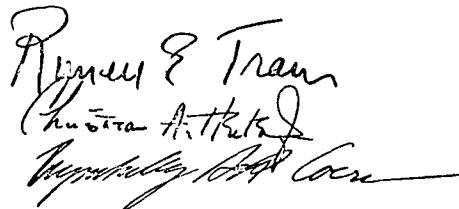
3-21-73

FOR TURKEY:
POUR LA TURQUIE.
POR TURQUIA.

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:
POR EL REINO UNIDO DE GRAN BRETANA E IRLANDA DEL NORTE:



FOR THE UNITED STATES OF AMERICA.
POUR LES ETATS-UNIS D'AMERIQUE:
POR LOS ESTADOS UNIDOS DE AMERICA.



FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:
POUR L'UNION DES REPUBLIQUES SOCIALISTES SOVIETIQUES:
POR LA UNION DE REPUBLICAS SOCIALISTAS SOVIETICAS:

FOR THE UPPER VOLTA:
POUR LA HAUTE-VOLTA:
POR EL ALTO VOLTA:

FOR VENEZUELA.
POUR LE VENEZUELA.
POR VENEZUELA.



FOR THE REPUBLIC OF VIET-NAM
POUR LA REPUBLIQUE DU VIET-NAM:
POR LA REPUBLICA DE VIET-NAM:



FOR ZAMBIA;
POUR LA ZAMBIE.
POR ZAMBIA:

FOR THE REPUBLIC OF CHINA:
POUR LA REPUBLIQUE DE CHINE.
POR LA REPUBLICA DE CHINA:

James C H Chen
April 27, 1973

100
VJL

[REDACTED]

[REDACTED]

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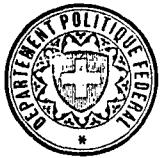
Berne, le 30 juin 1973

Pour le
DEPARTEMENT POLITIQUE FEDERAL



(Bührer)

Chef de la Section
des Traités internationaux



关于缔结某些野生物种的国际买卖公约的全权代表会议

华盛頓

关于受危害的野生动植物及其物种的国际买卖公约

一九七三年三月三日簽訂於華盛頓

关于受危害的野生动植物区系物种的国际买卖公约

各缔约国，

认识到许多美丽和不同形式的野生动植物区系构成地球上自然分类系统不能代替的一部，故在今世和后世必须加以保护；

意识到野生动植物区系在审美、科学文化、娱乐和经济观点上永在增长的价值；

认识到一切人民和国家应为他们自己的野生动植物区系的最好

保护者；

又认识到为了保护有些野生动植物区系的物种不致因国际买卖而

遭受过分剥削，必须国际合作；

深信为达到此项目的，急需採取适当措施；

同意如下：

第一条 定义

为本公约的用途，除非约文前后文关系另有需要外：

(一) 物种，意指任何物种、亚种，或其在地理上分隔的种群；

(二) 标本，意指：

(甲) 任何活的或死的动植物；

(乙) 如为动物，列在附录一和二的物种，指其任何容易认出

的部分或衍生，列在附录三的物种，指其在该附录内指明的任何容易认出的部分或衍生。

(丙) 如为植物列在附录一的物种，指其任何容易认出的部分或衍生；列在附录二和三的物种，指其在各该附录内指明的任何容易认出的部分或衍生。

(三)、买卖，意指输出再输入或自海洋运入。

(四)、再输出，意指任何曾经输入的标本的输出。

(五)、自海洋运入，意指任何物种的标本从不在任何国家管辖

下的海洋环境取得后运入一个国家。

(六) 科学机构，意指依第九条指定的国家科学机构；

(七) 管理机构，意指依第九条指定的国家管理机构；

(八) 缔约国，意指本公约对该国业已生效的国家。

第二条 基本原则

一、附录一应包括因买卖影响致有灭种威胁的一切物种。这些物种标本的买卖必须经过特别严格的管制，俾得不再危及他们的生存，并仅在例外的情形下始得准许买卖。

二、附录二应包括

(一) 目前虽不一定受到灭种威胁的一切物种，但除非这些物种标

本的买卖经过严格管制，俾能防止不合他们生存的利用，否则将来亦有灭种的可能；

(二) 其他必须经过管制的物种，俾使本段第①款所指某些物种标本的买卖可以受到有效的控制。

三、附录三应包括为预防或限制剥削起见，经任何缔约国指明在其管辖下应受管制的一切物种以及需要其他缔约国合作控制买卖的物种。

四、除遵照本公约的规定外，各缔约国对附录一、二和三所列的物种标本不准买卖。

第三条 附录一所列物种标本买卖的管制

一、附录一所列物种标本的一切买卖均应遵照本条的规定。

二、附录一所列物种的任何标本应于事前取得和提出输出许可证始准输出。输出许可证仅于适合下列条件时始准发给：

(1) 输出国家的科学机构业已通知标本的输出并不有害于该物种的生存；

(2) 输出国家的管理机构确信标本的取得并未违反该国保护动植物区系的法律；

(3) 输出国家的管理机构确信准备和运送任何活的标本能使其伤害、健康损害或残酷待遇的危险性减到最低的限度。

(四) 输出国家的管理机构确信标本的输入许可毕业已发给。

三. 附录一所列物种的任何标本应於事前取得和提出输入许可证和输出许可证或再输出证书始准输入。输入许可证仅於适合下列条件时始准发给

(一) 输入国家的科学机构业已通知标本输入的用途並不有害於有关物种的生存，

(二) 输入国家的科学机构确信活的标本接受者置有收藏和照管标本的适当设备。

(三) 输入国家的管理机构确信标本不会用于主要商业性的目的。

四 附录一所列物种的任何标本应於事前取得和提出再输出证书始准再输出。再输出证书仅於适合下列条件时始准发给

(一) 再输出国家的管理机构确信标本系遵照本公约的规定

输入该国：

(二) 再输出国家的管理机构确信准备和运送任何活的标本能使其伤害健康损害或残酷待遇的危险性减到最低的限度。

(三) 再输出国家的管理机构确信任何活的标本的输入许可中

业已发给。

五 自海洋运入附录一所列物种的任何标本应於事前取得进入国家

的管理机构的证书。此项证书仅於适合下列条件时始准发给

- (一) 运入国家的科学机构业已通知标本的运入並不有害於
有关物种的生存。

(二) 运入国家的管理机构确信活的标本的接受者置有收
藏和照管标本的适当设备。

(三) 运入国家的管理机构确信标本不会用于主要商业性的目的。

第四条 附录二所列物种标本买卖的管制

一、附录二所列物种标本的一切买卖均应遵照本条的规定。

二、附录二所列物种的任何标本应於事前取得和提出输出许可证始

准输出。输出许可书仅於适合下列条件时始准发给

(一) 输出国家的科学机构业已通知标本的输出並不有害於该物种的生存；

(二) 输出国家的管理机构确信标本的取得並未违反该国保护动植物区系的法律；

(三) 输出国家的管理机构确信准备和运送任何活的标本能使其伤害、健康损害或残酷待遇的危险性减到最低的限度。

三 每个缔约国的科学机构应审查其所发附录二所列物种标本的输出许可中和该标本的实际输出。科学机构如断定为保持此

类物种整个范畴合于他在生态系統中所起作用的水平，並远在该物种合格列入附录一的水平以上起見，应限制此类物种标本的输出时，应即通知有关管理机构採取适当措施限制发给物种标本的输出许可。

四. 附录二所列物种的任何标本应於事前提出输出许可中或再输出证书中始准输入。

五. 附录二所列物种的任何标本应於事前取得和提出再输出证书始准再输出。再输出证书中仅於适合下列条件时始准发给

(一) 再输出国家的管理机构确信标本系遵照本公约的规定输入

该国。

(二) 再输出国家的管理机构确信准备和运送任何活的标本能使其伤害、健康损害或残酷待遇的危险性减到最低的限度。

六 自海洋运入附录二所列物种的任何标本应於事前取得运入国家的管理机构的化单。此项化单仅於适合下列条件时始准发给

(一) 运入国家的科学机构通知标本的运入並不有害於有关物种的生存。

(二) 运入国家的管理机构确信处理任何活的标本能使其伤害、健康损害或残酷待遇的危险性减到最低的限度。

七 本条第六段所指的证书经科学机构与其他国家科学机构或国际

科学机构商洽通知后准予发给，并规定在不超过一年的期间内可以运入的标本总数。

第五条 附录三所列物种标本买卖的管制

一、附录三所列物种标本的一切买卖均应遵照本条的规定。

二、附录三所列物种的任何标本，如输出国已将该物种列入附录三时，应於事前取得和提出输出许可中始准输出。输出许可中仅於适合下列条件时始准发给。

(1) 输出国家的管理机构确信标本的取得並未违反该国

保护动植物区系的法律。

(二) 輸出國家的管理機構確信準備和運送任何活的標本能使
其傷害、健康損害或殘酷待遇的危險性減到最低的限度。

三 附录三所列物种的任何标本，除在可以适用本条第四段的情形外，
应於事前提出产地证明书始准输入。如输入国已将该物种列入附
录三时，並应提出该国输出许可证书始准输入。

四 如遇再输出的情形，再输出国家的管理机构所发证书正对该国加
工或由该国再输出的证书中应被输入国接受，作为该标本已遵照本公约
的規定输入该国的证据。

第六条 许可证和证书

- 一、依第三、四和五条规定所发的许可证和证书应遵照本条的规定办理。
- 二、输出许可中应载有附录四所列样本内指定的情报，并仅自发给之日起六个月的期间内可供输出的使用。
- 三、每一许可证或证书应载明本公约的名称、签发证书的管理机构的名称和识别图章以及该机构指定的管制号码。
- 四、管理机构所发许可证或证书的任何抄本均应明显地标明仅为抄本，除在抄本上注明的限度内不得作为原本之用。
- 五、每次递送的标本应需各别的许可证或证书。
- 六、任何标本的输入国家的管理机构应注销和保存任何输出许可证或

再输出证中和所提输入该标本的输入许可证。

七、在适当和可能的范围内，管理机构得在任何标本上盖贴标志，以便识别。为这样的用途，“标记”意指用於识别标本的任何不能消除的印记、铅章或其他适当工具，其设计方法在便未经授权的人极难仿造。

第七条 关于买卖的免除和其他特别规定

一、第三、四和五条的规定对于在缔约国境内通过或转运时受该国海关控制的标本並不适用。

二、输出或再输出国家的管理机构如确信标本於本公约的规定适用前已经取得並发给证中证以属实时，第三、四和五条的规定对

该标本並不适用。

三 第三、四和五条的规定对私人或家庭所有的标本並不适用。此
项规定不适用于下列标本

(一) 关于附录一所列的物种标本，如由所有人在其通常居住国
以外取得而拟输入该国者。

(二) 关于附录二所列的物种标本

(甲) 如由所有人在其通常居住国以外取得而在另一国家
的原野中移出者。

(乙) 如拟输入所有人在通常居住的国家者。

(丙) 如标本从一国的原野移出而在输出前需要该国发给输出许可证者，

但如管理机构确信标本在本公约的规定适用前已经取得时不在此限。

四附录一所列的动物物种，如为商业性目的在被俘中豢养者，或附录一所列的植物物种如为商业性目的用人工繁殖者，应视为附录二所列的物种标本。

五输出国家的管理机构如确信任何动物物种标本是在被俘中豢养或任何植物物种标本是用人工繁殖或为该动植物的部分或衍生而经该机构发给证书属实者，此项证书应被接受以替代第三、四或五

条規定所需的任何許可申或証。

六 植物标本其他保藏，封乾或嵌油的博物院标本和活的植物原料
非商业性的借出、赠与或经国家管理机构登记的科学家或科学机关间
的交换，如带有国家管理机构所发给或认可的标记者不适用第三、四和
五条的規定。

七 任何国家的管理机构对旅行中的动物园、马戏团、巡回动物园、植物
展览或其他旅行展览所有的标本得放弃第三、四和五条規定的要
件，不需许可书或证书而任其行动但以具备下列条件者为限。

(1) 输出者或输入者应将上列标本的细节向该管理机构登记，

(2) 标本系列在本条第二或五段的种类以内，

(3) 管理机构确保运输和照管任何活的标本能使其伤害、健康损害或残酷待遇的危险性减到最低的限度。

第八条 各缔约国应采取的措施

一、各缔约国应採取适当措施以执行本公约的规定，并禁止违反本公约的标本买卖。此项措施应包括

- (1) 处罚上列标本的买卖或佔有，或两者均予处罚；
- (2) 规定将上列标本没收或归还输出国。

二、除依本条第一段所採的措施外，缔约国认为必要时，对违反适用本公

約規定措施而灭失的标本，就其因没收而負担的費用得規定任何內部償還的辦法。

三、各締約國應在可能範圍內保證儘快完成标本买卖應辦的手續。為便利完成此項手續，締約國得指定标本必須提請放行的出入港口。各締約國並應保證各種活的标本在過境、停留或運送的期間，必受適當的照管以減其傷害、健康損害或殘酷待遇的危險性。

四、活的标本如因本條第一段所指的措施而被沒收時

(一) 标本應交付沒收國家的管理機構保管，

(二) 管理機構与輸出國家商洽後應將标本归还該國而由其負

担費用，或由管理机构認為適當和符合本公約的目的時將標本送到一個護中心或其他類似處所，

(三) 管理機構得採取科學機構的意見，或於以為合乎需要時，秘
中處商洽，以便作成依本段第二款的決定，包括護中心或其他處所的選擇。

五、本條第四段所指的護中心系指由管理機構指定看顧活的標本的機
关，特別是已經沒收的標本。

六、每個締約國應保存附錄一、二和三所列物种標本的买卖纪录，包括

(1) 輸出者和輸入者的姓名和地址，

(2) 發給許可書和証中的數目和種類，所與买卖的國家的名稱；附錄一。

二和三所列标本的数目或数量和种类，物种的名称，和有关标本的尺寸和性别。

七 每个缔约国应将本公约的实施情形编拟下列定期报告提送秘书处

(一) 常年报告包含本条第六段第二款指定情报的概要，

(二) 丙年度报告包含因执行本公约的规定而採取的立法管制和行政措施。

八 本条第七段所指的情报在不违反缔约国法律的情形下应予公佈。

第九条 管理机构和科学机构

一 各缔约国为本公约的用途应指定

(一) 一个或一个以上管理机构有权代表该国发给许可证或证书，

(二) 一个或一个以上科学机构。

二 交存批准中接受中同意中或加入中的国家同时应将该国管理机构的名称和地址以及赋予该机构与其他缔约国和秘书处联络的授权通知交存国政府。

三 依本条规定所作的指定或授权如有变更，应由有关缔约国通知秘书处转知所有其他缔约国。

四 本条第二段所指的管理机构，如遇秘书处或另一缔约国要求时，应将其用作懿认许可书或证书的印章、印记或其他图案的印文送达对方。

第十条 与非缔约国的买卖

如输出或再输出系向或输入系从不属于本公约的国家进行者该国主管机构所发的同类证件，如在实质上符合本公约规定发给许可证和证中的条件时，可由任何缔约国接受以作替代证件之用。

第十一條 締約國大會

- 一、秘書處至遲於本公約生效後兩年內應召集締約國大會會議一次。
- 二、除大會另有決定外，秘書處此後應於每兩年至少召集經常會議一次。
非常會議經締約國至少三分一的书面要求隨時可以召集。
- 三、在經常及非常会议中，各締約國應就核本公約的實施情況並得
(a) 作成必要的規定，以便秘書處執行其职务。

- (二) 依第十五条规定和採納附录一和二的修正案。
- (三) 改核附录一、二和三所列物种的恢复和保全的进度。
- (四) 考取和讨论秘书处或任何缔约国的报告。
- (五) 在适当情形下作成建议以增进本公约的效力。
- 四 在每次经常会议中各缔约国得依本条第二段的规定决定下次常会的
时间和地点。
- 五 在任何会议中各缔约国得决定和採納会议的议事規則。
- 六 联合国与其各专门机关和国际原子能机构以及任何不属子本公约的
国家得派观察員代表参加大会的各种会议，但无表决权。

七 下列各類的任何機構或團体在技術上合格保護、保全或管理野生動植物區系並通知秘書處擬派觀察員代表參加會議者除出席的締約國至少三分一表示反对外，應准許列席。

(一) 政府或非政府的國際機構或團体和各國政府機構和團体；

(二) 各國非政府機構或團體經所在國认可者。觀察員一經准許列席，即準予参加会议，但無表決權。

第十二条 秘書處

一本公約開始生效時應由聯合國環境計劃執行千事準備設立秘書處。執行千事在其認為適當的限度和情形下，得由在技術上合格保護、保全

和管理野生动植物区系的适当政府间或非政府间国际或国家机构和团体给予襄助。

二、秘书处的职务应为

- (一) 安排和供应缔约国的各种会议，
- (二) 执行依本公约第十五和十六条的规定交付的职务，
- (三) 追照缔约国大会授权的计划从事科学和技术研究，以利本公约的实施，包括关于适当准备和运送活的标本的标准和识别标本方法的研究；
- (四) 检讨缔约国提送的报告和在认为必要时要求关于此项报告上更多的情报，以保证本公约的实施。

(五) 促请缔约国注意涉及本公约目标的任何事项，

(六) 定期刊印附录一、二和三的现行版本，连同便于识别各该附录所列物种标本的情报分送各缔约国，

(七) 编拟常年工作报告和本公约实施状况的报告以及缔约国会以要求的其他报告，

(八) 作成实施本公约目标和规定的建议，包括科学或技术性情报的

交换，

(九) 执行其他缔约国交付的任何职务。

第十三条 国际措施

一、秘书处依据所接的情报如确信附录一或二所列的物种因该物种的

标本买卖而受到不利的影响或本公约的规定未见有效实施时，应将此项情报送达有关缔约国的主管管理机构。

二、任何缔约国於接到本条第一段所指的情报后，应将有关事实对该国法律所许的范围内並在适当情形下连同所提补救行动修速通知秘书处。如该缔约国认为应举行调查时，得由该国以书面授权的一人或二人以上进行调查。

三、由缔约国供给或依本条第二段規定调查所得的情报应由下届缔约国大会審议后作成该会認為适当的任何建议。

第十四条 对于国内立法和国际公约的影响

一、本公约的规定决不影响各缔约国採取下列措施的权利

(一) 关于規定买卖佔有或运输附录一、二和三所列物种标本的条件或

其全部禁止的更加严厉的国内措施，或

(二) 关于限制或禁止买卖佔有或运输不列在附录一、二或三的物种的国

内措施。

二、本公约的规定决不影响各缔约国任何国内措施的规定，或其因現行有效或以后生效的条约、公约或国际协定而产生关于买卖、佔有或运输标本

其他方面的义务，包括关于海关公共卫生、兽医或植物检疫部门的任何措施。

三、对于各国缔结或可能缔结創立一个联盟或区域买卖物种设立或维持

共同对外的海关管制和撤销缔约国间关于该联盟或协定会员国间买卖的海关管制的条约公约或国际协定的规定或由此而产生的义务，本公约的规定对其决不无影响。

四 本公约的缔约国，在本公约生效时亦为参加其他现行有效的条约、公约或国际协定的国家，并依其规定对附录二所列的海洋物种给予保护者，如附录二所列物种标本系由该国登记的船舶捕取而买卖时，应依据各该条约、公约或国际协定的规定解除其依本公约的规定所负的义务。

五 不论第三、四和立条约的规定如何，依本条第四段捕取的标本的输出仅需运入国家的管理机构发给证书证明标本的捕取确系遵照其他有关条约、

公约或国际协定的规定。

六、本公约不得认为不利于依据联合国大会(二十一)决议二七五〇(C号召集联合国海法会议所作海法的编纂和发展，以及任何国家对于海洋法的滨海和船籍国法权性质和浓度的现在或未来的立场和法律意见。

第十五条 附录一和二的修正

一、在缔约国大会的会议中所提附录一和二的修正案适用下列规定

(一) 任何缔约国得在下届会议提出对附录一或二的修正案以供讨论。

修正案的全文应於会以前至少一百五十天内送达秘书处。秘书处应依本

条第(二)和(三)款的规定与其他缔约国和有关机构就修正案进行商洽。

並將其答复至遲於會議前三十天內送达各締約國。

(二)修正案應以出席和投票的締約國三分之二的多數票表決通過。為此項目的出席和投票的締約國，意指出席和投贊成票或反對票的締約國。棄權不投票的締約國不得算入通過修正案所需三分之二的票數以內。

(三)會議中通過的修正案應於會議結束九十天後對所有締約國開始生效。但依本條第三段提出保留的締約國不在此限。

二 在締約國大會的兩個會議間所提附录一或二的修正案適用下列規定

(一)任何締約國在兩個會議間得依本款規定的郵政程序提出附录一或二的修正案，以供討論。

(二) 关于海洋物种，秘书处应於接到所提修正案的全文后立即送达各缔约国。秘书处並应与对该物种負有特殊职务的政府间机构进行商洽以便向其要取可供的科学資料並保证与执行的任何保全措施取得协调。秘书处应将此等机构所提供的意見和資料连同其本身所作的调查報告或建议傳速送达各缔約國。

(三) 关于海洋物种以外的物种，秘书处应將所提修正案的全文於收到后立即送达各缔約國，并将其所作的建议隨后傳速送达各缔約國。

(四) 任何缔約國於秘书处依序按第二或三款送达其建議后六十天内

对所提的修正案得向秘书处提出意見和有关科学資料和情报。

(五) 秘书处应将收到的答复连同其所作的建议迅速送达各缔约国。

(六) 秘书处如在依本段第(五)款规定送达答复和建议之日起三十天尚未收到对修正案的异议时，修正案应于九十天后对所有缔约国开始生效，但依本条第三段提出保留的缔约国不在此限。

(七) 秘书处如收到任何缔约国的异议时，应将所提的修正案依本段第(八)和(九)款的规定交由邮政程序投票表决。

(八) 秘书处应将收到异议的通知转告各缔约国。

(九) 秘书处除非在依本段第(八)款的通知之日起六十天内收到缔约国至少半数的赞成反对或弃权票，所提的修正案应移交给届大会会议重申讨论。

(十) 秘书处如收到缔约国半数的投票，修正案应以投赞成票或反对票的缔约国三分之二的多数票表决通过。

(十一) 秘书处应将投票结果通知所有缔约国。

(十二) 所提的修正案通过后应於秘书处通知已被各缔约国接受之日起九十天后对所有缔约国开始生效，但依本条第二段提出保留的缔约国不在此限。

三、在本条第一段第(三)款或本条第二段第(三)款规定的九十天期间内任何

缔约国得对修正案提出保留以书面通知交存国政府。在未撤回此项保留前缔约国就其有关物种的买卖应视为不属於本公约的国家。

第十六条 附录三和对他的修正

一为达成第二条第三段所述的目的，任何缔约国随时得将该国指明在其管辖下应受管制的物种列成一表提送秘书处。附录三应载明提送物种表的缔约国的名称，所送物种的学名，和在第一条第二款所指有关动植物物种的部分或衍生。

二依本条第一段規定所送的物种表应由秘书处於收到后修速送达各缔約国。此表应自送达之日起九十天后开始生效，作为附录三的一部。表经送达後任何缔约国对任何物种或其部分或衍生随时得向交存国政府书面提出保留。缔约国在未撤回保留前，就其有关物种或其部分或衍生的买卖，应视为不属子本

公约的国家。

三 提迷物种列入附录三的缔约国随时可以通知秘书处将该物种撤回。秘书处应将此项撤回通知各缔约国。撤回於通知之日起三十天后开始生效。

四 依本条第一段規定提迷物种表的任何缔约国应向秘书处提送适用于保护此項物种的一切国内法律和規程，並在其認為适当情形下或经秘书处要求时附送其所作的解釋。缔约国並应就其列入附录三的有关物种，提送其所採納关于此項法律或規程的一切修正案和新解釋。

第十七條 公約的修正

一 秘書處經締約國至少三分一的书面要求應召集缔约国大会非常会议

以便讨论和通过本公约的修正案。此项修正案应以出席和投票的缔约国三分之二的多数票表决通过。为了此项目的目的，出席和投票的缔约国，意指出席和投赞成票或反对票的缔约国。弃权不投票的缔约国不得算入通过修正案所需三分之二的票数以内。

- 二 秘书处应将所提修正案的全文於会议前至少九十天内送达各缔约国。
- 三 修正案应於缔约国三分之二将修正案接受书送存交存国政府六十天后对各该缔约国开始生效。此后修正案应於其他缔约国交存修正案接受书六十天后对其开始生效。

第十八条 争议的解决

一、丙国或丙国以上如对本公约规定的解释或适用发生争议时，应由争议的有关国家举行谈判。

二、如争议不能依本条第一段解决时，缔约国得以相互同意将争议提交公断，特指海牙常设公断法院的公断。提请公断的缔约国应受公断决定的约束。

第十九条 签字

本公约应予开放，准许各国在华威顿签字至一九七三年四月三十日为止，其后在伯尔尼签字至一九七四年十二月三十一日为止。

第二十条 批准 接受 同意

本公约及经批准、接受或同意。批准书、接受书或同意书应送存瑞士联邦政府。该政府应为交存国政府。

第二十一条 加入

本公约应无定期开放，准许各国加入。加入书应送存交存国政府。

第二十二条 开始生效

一本公约应於第十个批准书、接受书、同意书或加入书送存交存国政府之日九十天后开始生效。

二本公约对每个批准、接受或同意本公约的国家，或在第十个批准书、接

受书、同意书或加入书送存后加入本公约的国家，应於各该国交存具

批准书、接受书、同意书或加入书九十天后开始生效。

第二十三条 保留

一本公约的规定不受一般性的保留。特殊性的保留得依本条及第十五和十六条的规定提出。

二任何缔约国於交存批准书、接受书、同意书或加入书时得提出下列

特殊性的保留。

- (1) 附录一、二或三所列的物种，或
- (2) 附录三指定的物种的部分或衍生。

三缔约国在未撤回依本条规定所提的保留前，就该项保留内指定

的特种物种或其部分或衍生的买卖，应视为不属本公约的国家。

第二十四条 废止

任何缔约国随时得以书面通知交存国政府废止本公约。本公约的废止应于交存国政府收到通知十二个月后对该国开始生效。

第二十五条 交存

一本公约的中、英、法、俄和西文各本同一作准，其原本应送存交存国政府。交存国政府应将本公约的证明抄本分送所有签字的国家或交存加入书的国家。

二交存国政府应将本公约的签字、批准书、接受书、同意书或加入书的交

存，本公约的开始生效，各修正案、保留的提出和撤回以及废止的通知分别通知所有签字和加入的国家和秘书处。

三一俟本公约开始生效，交存国政府应将其证明抄本一份送达联合国秘书处照联合国宪章第一百零二条予以登记和公佈。

为此，下列各全权代表，各经授权，谨签字於本公约，以昭信守。

一千九百七十三年三月三日签订於华盛顿。

解釋

附录一

一 本附录所列的物种系指：

(1) 有名称的物种，或

(2) 列在较高分类的一切物种或其指定的部分。

二 " spp." 缩写词是用作表示一切较高分类的物种。

三 其他較高於物种的分类的参照是仅为情报和分类的用途。

四 置於物种或較高分类名称旁邊的(*)星标是表明该较高分类中
不成为一个以上在地理上分隔的种群、亚种或物种已經列入附录二，而此項

种群、亚种或物种不列入附录一。

五 置於物种或较高分类名称旁边的一(1)符号后面加一数字是表明在地理上分隔的指定种群、亚种或物种不列在该物种或较高分类

以内如下

101 猪 狐

102 澳大利亚种群

六 置於物种名称旁边的(+)符号后面加一数字是表示仅指该物种在地理上分隔的指定种群或亚种列入本附录如下

+101 仅意大利种群

七 置於物种或较高分类旁边的(+)符号是表明有关的物种依据

一九七二年国际捕鲸委员会的附表为应受保护的物种。

FAUNAMAMMALIA

MARSUPIALIA

Macropodidae

Macropus parma
Orychogalea frenata
O. lunata
Lagorchestes hirsutus
Leucostrophus fasciatus
Caloprymnus campestris
Bettongia penicillata
B. lesueur
B. tropica

Phalangeridae

Wyulda squamicaudata

Burramyidae

Burramys parvus

Vombatidae

Lasiorhinus gillespiei

Peramelidae

Perameles bougainville
Chaeropus ecaudatus
Macrotis lagotis
M. leucura

Dasyuridae

Planigale tenuirostris
P. subtilissima
Sminthopsis psammophila
S. longicaudata
Antechinomys laniger
Myrmecobius fasciatus rufus

Thylacinidae

Thylacinus cynocephalus

PRIMATES

Lemuridae

Lemur spp. * -101
Lepilemur spp.
Hapalemur spp.
Allocebus spp.
Cheirogaleus spp.
Microcebus spp.
Phaner spp.

Indriidae

Indri spp.
Propithecus spp.
Avahi spp.

Daubentonidae	<u>Daubentonina madagascariensis</u>
Callithricidae	<u>Leontopithecus (Leontideus) spp.</u> <u>Callimico goeldii</u>
Cebidae	<u>Saimiri oerstedii</u> <u>Chiropotes albinasus</u> <u>Cacajao spp.</u> <u>Alouatta palliata (villoso)</u> <u>Atelés geoffroyi frontatus</u> <u>A. g. panamensis</u> <u>Brachyteles arachnoides</u>
Cercopithecidae	<u>Cercocebus galeritus galeritus</u> <u>Macaca silenus</u> <u>Colobus badius rufomitratus</u> <u>C. b. kirkii</u> <u>Presbytis geei</u> <u>P pileatus</u> <u>P entellus</u> <u>Nasalis larvatus</u> <u>Simias concolor</u> <u>Pygathrix nemaeus</u>
Hylobatidae	<u>Hylobates spp.</u> <u>Sympalangus syndactylus</u>
Pongidae	<u>Pongo pygmaeus pygmaeus</u> <u>P. p. abelii</u> <u>Gorilla gorilla</u>
EDENTATA	
Dasyproctidae	<u>Priodontes giganteus (=maximus)</u>
PHOLIDOTA	
Manidae	<u>Manis temmincki</u>
LAGOMORPHA	
Leporidae	<u>Romerolagus diazi</u> <u>Caprolagus hispidus</u>
RODENTIA	
Sciuridae	<u>Cynomys mexicanus</u>
Castoridae	<u>Castor fiber birulai</u> <u>Castor canadensis mexicanus</u>

Muridae	<u>Zyzomys pedunculatus</u> <u>Ieporillus conditor</u> <u>Pseudomys novaehollandiae</u> <u>P. praeconis</u> <u>P. shortridgei</u> <u>P. fumeus</u> <u>P. occidentalis</u> <u>P. fieldi</u> <u>Notomys aquilo</u> <u>Xeromys myoides</u>
Chinchillidae	<u>Chinchilla brevicaudata boliviiana</u>
CETACEA	
Platanistidae	<u>Platanista gangetica</u>
Eschrichtidae	<u>Eschrichtius robustus (glaucus) ♀</u>
Balaenopteridae	<u>Balaenoptera musculus ♀</u> <u>Megaptera novaeangliae ♀</u>
Balaenidae	<u>Balaena mysticetus ♀</u> <u>Eubalaena spp. ♀</u>
CARNIVORA	
Canidae	<u>Canis lupus monstrabilis</u> <u>Vulpes velox hebes</u>
Viverridae	<u>Prionodon pardicolor</u>
Ursidae	<u>Ursus americanus emmonsii</u> <u>U. arctos pruinosus</u> <u>U. arctos * +201</u> <u>U. a. nelsoni</u>
Mustelidae	<u>Mustela nigripes</u> <u>Lutra longicaudis (platensis/annectens)</u> <u>L. felina</u> <u>L. provocax</u> <u>Pteronura brasiliensis</u> <u>Aonyx microdon</u> <u>Enhydra lutris nereis</u>
Hyaenidae	<u>Hyaena brunnea</u>
Felidae	<u>Felis planiceps</u> <u>F. nigripes</u> <u>F. concolor coryi</u> <u>F. c. costaricensis</u> <u>F. c. cougar</u> <u>F. temmincki</u>

Felidae
continued

Felis bengalensis bengalensis /s
F. yagouaroundi cacomitli
F. y. fossata
F. y. panamensis
F. y. tolteca
F. pardalis mearnsi
F. p. mitis
F. wiedii nicaraguae
F. w. salvini
F. tigrina oncilla
F. marmorata
F. jacchita
F. (Lynx) rufa esquinalpae
Neofelis nebulosa
Panthera tigris*
P. pardus
P. uncia
P. onca
Acinonyx jubatus

PINNIPEDIA

Phocidae Monachus spp.
Mirounga angustirostris

PROBOSCIDEA

Elephantidae Elephas maximus

SIRENIA

Dugongidae Dugong dugon * -102

Trichechidae Trichechus manatus
T. inunguis

PERISSODACTYLA

Equidae Equus przewalskii
E. hemionus hemionus
E. h. khur
E. zebra zebra

Tapiridae Tapirus pinchaque
T. bairdii
T. indicus

Rhinocerotidae Rhinoceros unicornis
R. sondaicus
Didemocerus sumatrensis
Ceratotherium simum cottoni

ARTIODACTYIA

Suidae	<u>Sus scrofa</u> <u>Babiroussa babirusa</u>
Camelidae	<u>Vicugna vicugna</u> <u>Camelus bactrianus</u>
Cervidae	<u>Moschus moschiferus</u> <u>Axis (Axis) porcinus annamiticus</u> <u>A. (Axis) calamianensis</u> <u>A. (Axis) kuhlii</u> <u>Cervus duvaucelii</u> <u>C. eldi</u> <u>C. elaphus hanglu</u> <u>Hippocamelus bisulcus</u> <u>H. antisensis</u> <u>Blastocerus dichotomus</u> <u>Ozotoceros bezoarticus</u> <u>Pudu pudu</u>
Antilocapridae	<u>Antilocapra americana sonoriensis</u> <u>A. a. peninsularis</u>
Bovidae	<u>Bubalus (Bubalus) mindorensis</u> <u>B. (Bubalus) depressicornis</u> <u>B. (Bubalus) quarlesi</u> <u>Bos gaurus</u> <u>B. (grunniens) mutus</u> <u>Novibos (Bos) sauveti</u> <u>Bison bison athabascae</u> <u>Kobus leche</u> <u>Hippotragus niger variani</u> <u>Oryx leucoryx</u> <u>Damaliscus dorcus dorcus</u> <u>Saiga tatarica mongolica</u> <u>Nemorhaedus goral</u> <u>Capricornis sumatraensis</u> <u>Rupicapra rupicapra ornata</u> <u>Capra falconeri jerdoni</u> <u>C. f. megaceros</u> <u>C. f. chiltanensis</u> <u>Ovis orientalis ophion</u> <u>O. ammon hodgsoni</u> <u>O. vignei</u>

AVES

TINAMIFORMES

Tinamidae	<u>Tinamus solitarius</u>
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PODICIPEDIFORMES

Podicipedidae Podilymbus gigas

PROCELLARIIFORMES

Piomedaeidae Diomedea albatrus

PELECANIFORMES

Sulidae Sula abbotti

Fregatidae Fregata andrewsi

CICONIIFORMES

Ciconiidae Ciconia ciconia boyciana

Threskiornithidae Nipponia nippon

ANSERIFORMES

Anatidae Anasucklandica nesiotis

Anas oustaleti

Anas laysanensis

Anas diazi

Cairina scutulata

Rhodonesa caryophyllacea

Branta canadensis leucopareia

Branta sandvicensis

FALCONIFORMES

Cathartidae Vultur gryphus
Gymnogyps californianus

Accipitridae

Pithecophaga jefferyi
Harpia harpyja
Haliaetus l. leucocephalus
Haliaetus heliaca adalberti
Haliaetus albicilla greenlandicus

Falconidae

Falco peregrinus anatum
Falco peregrinus tundrius
Falco peregrinus peregrinus
Falco peregrinus babylonicus

GALLIFORMES

Megapodiidae Macrocephalon maleo

Cracidae	<u>Crax blumenbachii</u> <u>Pipile P. pipile</u> <u>Pipile jacutinga</u> <u>Mitu mitu mitu</u> <u>Oreophasis derbianus</u>
Tetraonidae	<u>Tympanuchus cupido attwateri</u>
Phasianidae	<u>Colinus virginianus ridgwayi</u> <u>Tragopan blythii</u> <u>Tragopan caboti</u> <u>Tragopan melanocephalus</u> <u>Lophophorus sclateri</u> <u>Lophophorus ihuysii</u> <u>Lophophorus impejanus</u> <u>Crossoptilon mantchuricum</u> <u>Crossoptilon crossoptilon</u> <u>Lophura swinhonis</u> <u>Lophura imperialis</u> <u>Lophura edwardsii</u> <u>Syrmaticus ellioti</u> <u>Syrmaticus humiae</u> <u>Syrmaticus mikado</u> <u>Polyplectron emphanum</u> <u>Tetraogallus tibetanus</u> <u>Tetraogallus caspius</u> <u>Cyrtonyx montezumae merriami</u>
GRUIFORMES	
Gruidae	<u>Grus japonensis</u> <u>Grus leucogeranus</u> <u>Grus americana</u> <u>Grus canadensis pulla</u> <u>Grus canadensis nesiotis</u> <u>Grus nigricollis</u> <u>Grus vipio</u> <u>Grus monacha</u>
Rallidae	<u>Tricholimnas sylvestris</u>
Rhynochetidae	<u>Rhynochetos jubatus</u>
Otididae	<u>Eupodotis bengalensis</u>
CHARADRIIFORMES	
Scolopacidae	<u>Numenius borealis</u> <u>Tringa guttifer</u>
Laridae	<u>Larus relictus</u>

COLUMBIFORMES

Columbidae

Ducula mindorensis

PSITTACIFORMES

Psittacidae

Strigops habroptilus
Rhynchositta pachyrhyncha
Amazona leucocephala
Amazona vittata
Amazona guildingii
Amazona versicolor
Amazona imperialis
Amazona rhodocorytha
Amazona petrei petrei *petrei* *petrei*.
Amazona vinacea
Pyrrhura cruentata
Anodorhynchus glaucus
Anodorhynchus leari
Cyanopsitta spixii
Pionopsitta pileata
Aratinga guaruba
Psittacula krameri echo
Psephotus pulcherrimus
Psephotus chrysoterygius
Neophema chrysogaster
Neophema splendida
Cyanoramphus novaezelandiae
Cyanoramphus auriceps forbesi
Geopsittacus occidentalis
Psittacus erithacus princeps

APODIFORMES

Trochilidae

Ramphodon dohrnii

TROGONIFORMES

Trogonidae

Pharomachrus mocinno mocinno
Pharomachrus mocinno costaricensis

STRIGIFORMES

Strigidae

Otus gurneyi

CORACIIFORMES

Bucerotidae

Rhinoplax vigil

PICIFORMES

Picidae

Dryocopus javensis richardsii
Campephilus imperialis

PASSERIFORMES

Cotingidae	<u>Cotinga maculata</u> <u>Xipholena atro-purpurea</u>
Pittidae	<u>Pitta kochi</u>
Atrichornithidae	<u>Atrichornis clamosa</u>
Muscicapidae	<u>Picathartes gymnocephalus</u> <u>Picathartes oreas</u> <u>Psophodes nigrogularis</u> <u>Anytornis goyderi</u> <u>Dasyornis brachypterus longirostris</u> <u>Dasyornis broadbenti littoralis</u>
Sturnidae	<u>Leucopsar rothschildi</u>
Meliphagidae	<u>Meliphaga cassidix</u>
Zosteropidae	<u>Zosterops albogularis</u>
Fringillidae	<u>Spinus cucullatus</u>

AMPHIBIA

URODELA

Cryptobranchidae	<u>Andrias (=Megalobatrachus) davidi</u> <u>japonicus</u> <u>Andrias (=Megalobatrachus) davidi</u> <u>davidi</u>
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SALIENTIA

Buonidae	<u>Bufo superciliaris</u> <u>Bufo periglenes</u> <u>Nectophryneoides</u> spp.
Atelopodidae	<u>Atelopus varius zeteki</u>

REPTILIA

CROCODYLVIA

Alligatoridae	<u>Alligator mississippiensis</u> <u>Alligator sinensis</u> <u>Melanosuchus niger</u> <u>Caiman crocodilus apaporiensis</u> <u>Caiman latirostris</u>
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Crocodylidae

Tomistoma schlegelii
Osteolaemus tetraspis tetraspis
Osteolaemus tetraspis osborni
Crocodylus cataphractus
Crocodylus siamensis
Crocodylus palustris palustris
Crocodylus palustris kimbula
Crocodylus novaeguineae mindorensis
Crocodylus intermedius
Crocodylus rhombifer
Crocodylus moreletii
Crocodylus niloticus

Gavialidae

Gavialis gangeticus

TESTUDINATA

Emydidae

Batagur baska
Geoclemys (=Damonia) hamiltonii
Geoemyda (=Nicoria) tricarinata
Kachuga tecta tecta
Morenia ocellata
Terrapene coahuila

Testudinidae

Geochelone (=Testudo) elephantopus
Geochelone (=Testudo) geometrica
Geochelone (=Testudo) radiata
Geochelone (=Testudo) yniphora

Cheloniidae

Eretmochelys imbricata imbricata
Lepidochelys kempii

Trionychidae

Lissemys punctata punctata
Trionyx ater
Trionyx nigricans
Trionyx gangeticus
Trionyx hurum

Chelidae

Pseudemydura umbrina

~~LEPIDOSAURIA~~

Varanidae

Varanus komodoensis
Varanus flavescens
Varanus bengalensis
Varanus griseus

SERPENTES

Boidae

Epicrates inornatus inornatus
Epicrates subflavus
Python molurus molurus

RHYNCHOCEPHALIA

Sphenodontidae

Sphenodon punctatusPISCES

ACIPENSERIFORMES

Acipenseridae

Acipenser brevirostrum
Acipenser oxyrinchus

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OSTEOGLOSSIFORMES

Osteoglossidae

Scleropages formosus

SALMONIFORMES

Salmonidae

Coregonus alpenae

CYPRINIFORMES

Catostomidae

Chasmistes cujus

Cyprinidae

Probarbus jullieni

SILURIFORMES

Schilbeidae

Pangasianodon gigas

PERCIFORMES

Percidae

Stizostedion vitreum glaucumMOLLUSCA

MATAZOIDA

Unionidae

Conradilla caelata
Dromus dromas
Epioblasma (=Dysnomia) florentina
curtisi
Epioblasma (=Dysnomia) florentina
florentina
Epioblasma (=Dysnomia) sampsoni
Epioblasma (=Dysnomia) sulcata
perobliqua
Epioblasma (=Dysnomia) torulosa
gubernaculum
Epioblasma (=Dysnomia) torulosa
torulosa

Unionidae
continued

Epioblasma (=Dysnomia) turgidula
Epioblasma (=Dysnomia) walkeri
Fusconaia cuneolus
Fusconaia edgariana
Lampsilis higginsi
Lampsilis orbiculata orbiculata
Lampsilis satura
Lampsilis virescens
Plethobasis cicatricosus
Plethobasis cooperianus
Pleurobema plenum
Potamilus (=Proptera) capax
Quadrula intermedia
Quadrula sparsa
Toxolasma (=Carunculina) cylindrella
Unio (Megalonaia ssp.) nickliniana
Unio (Lampsilis ssp.) tampicoensis
tecomatensis
Villosa (=Micromya) trabalis

FLORA

ARACEAE

Alocasia sanderiana
Alocasia zebrina

CARYOCARACEAE

Caryocar costaricense

CARYOPHYLLACEAE

Gymnocarpus przewalskii
Melandrium mongolicum
Silene mongolica
Stellaria pulvinata

CUPRESSACEAE

Pilgerodendron uviferum

CYCADACEAE

Encephalartos spp.
Microcycas calocoma
Stangeria eriopus

GENTIANACEAE

Prepusa hookeriana

HUMIRIACEAE

Vantanea barbourii

JUGLANDACEAE

Engelhardtia pterocarpa

LEGUMINOSAE

Ammopiptanthus mongolicum /
Cynometra hemitomophylla
Platymiscium pleiostachyum

LILIACEAE

Aloe albida
Aloe pillansii
Aloe polyphylla
Aloe thorncroftii
Aloe vossii

MELASTOMATACEAE	<u>Iavoisiera itambana</u>
MELIACEAE	<u>Guarea longipetiola</u>
LEGUMINOSAE	<u>Tachigalia versicolor</u>
MORACEAE	<u>Batocarpus costaricense</u> / /s
ORCHIDACEAE	<i>Laelia</i> <u>Cattleya jongheana</u> <u>Cattleya skinneri</u> <u>Cattleya trianae</u> <u>Didiccia cunninghamii</u> <u>Laelia lobata</u> <u>Lycaste virginalis</u> var <u>alba</u> <u>Peristeria elata</u>
PINACEAE	<u>Abies guatemalensis</u> / <u>Abies nebrodensis</u>
PODOCARPACEAE	<u>Podocarpus costalis</u> <u>Podocarpus parlatorei</u>
PROTEACEAE	<u>Orothamnus zeyheri</u> <u>Protea odorata</u> ..
RUBIACEAE	<u>Balmea stormae</u>
SAXIFRAGACEAE (GROSSULARIACEAE)	<u>Ribes sardoum</u>
TAXACEAE CUPRESSACEAE	<u>Fitzroya cupressoides</u>
UIMACEAE	<u>Celtis aetnensis</u>
WELWITSCHIACEAE	<u>Welwitschia bainesii</u>
ZINGIBERACEAE	<u>Hedychium philippinense</u>

解釋

附录二

一、本附录所列的物种系指

(a) 有名称的物种，或

(b) 列在较高分类的一切物种或其指定的部分。

二、SPP 缩写词是用作表示一切较高分类的物种。

三、其他较高於物种的分类的参照是仅为情报和分类的用途。

四、置於物种或较高分类名称旁边的(X)星标是表明该较高分类

中一个或一个以上在地理上分隔的种群、亚种或物种已经列入附录一，而

此項種群、亞種或物种不列入附录二。

五、置於物种或较高分类名称旁边的 (A) 符号后面加一数字是指明为本公约的目的与该物种或较高分类有关的部分或衍生如下。

一、指明根

二、指明木材

三、指明躯干

六、置於物种或较高分类名称旁边的 (C) 符号后面加一数字是表明

在地理上分隔的指定种群、亚种、物种或物种集团不列入该物种或较高

分类如下

101 不是具有汁液的物种

七 置於物种或较高分类名称旁边的 (+) 符号后面加一数字是表明
仅指该物种或较高分类中在地理上分隔的指定种群、亚种或物种
已经列入本附录如下

+ 101 所有北美洲的亚种

+ 102 新西兰物种

+ 103 在美洲同族内的一切物种

+ 104 澳大利亚种群

FAUNAMAMMALIA

MARSUPIALIA

Macropodidae Dendrolagus inustus
 Dendrolagus ursinus

INSECTIVORA

Erinaceidae Erinaceus frontalis

PRIMATES

Lemuridae Lemur catta *

Lorisidae Nycticebus coucang
 Loris tardigradus

Cebidae Cebus capucinus

Cercopithecidae Macaca sylvanus
 Colobus badius gordonorum
 Colobus verus
 Rhinopithecus roxellanae
 Presbytis johnii

Pongidae Pan paniscus
 Pan troglodytes

EDENTATA

Myrmecophagidae Myrmecophaga tridactyla
 Tamandua tetradactyla
 chapadensis

Bradypodidae Bradypus boliviensis

PHOLIDOTA

Manidae Manis crassicaudata
 Manis pentadactyla
 Manis javanica

LAGOMORPHA

Leporidae Nesolagus netscheri

RODENTIA

Heteromyidae Dipodomys phillipsii phillipsii

Sciuridae	<u>Ratufa spp.</u> <u>Lariscus hosei</u>
Castoridae	<u>Castor canadensis frondator</u> <u>Castor canadensis repentinus</u>
Cricetidae	<u>Ondatra zibethicus bernardi</u>
CARNIVORA	
Canidae	<u>Canis lupus pallipes</u> <u>Canis lupus irremotus</u> <u>Canis lupus crassodon</u> <u>Chrysocyon brachyurus</u> <u>Cuon alpinus</u>
Ursidae	<u>Ursus (Thalarctos) maritimus</u> <u>Ursus arctos *</u> +201 <u>Helarctos malayanus</u>
Procyonidae	<u>Ailurus fulgens</u>
Mustelidae	<u>Martes americana atrata</u>
Viverridae	<u>Prionodon linsang</u> <u>Cynogale bennetti</u> <u>Helogale derbianus</u>
Felidae	<u>Felis yagouaroundi</u> * <u>Felis colocolo pajeros</u> <u>Felis colocolo crespoi</u> <u>Felis colocolo budini</u> <u>Felis concolor missoulensis</u> <u>Felis concolor mayensis</u> <u>Felis concolor azteca</u> <u>Felis serval</u> <u>Felis lynx isabellina</u> <u>Felis wiedii</u> * <u>Felis pardalis</u> * <u>Felis tigrina</u> * <u>Felis (=Caracal) caracal</u> <u>Panthera leo persica</u> <u>Panthera tigris altaica</u> (=amurensis)
PINNIPEDIA	
Otaridae	<u>Arctocephalus australis</u> <u>Arctocephalus galapagoensis</u> <u>Arctocephalus philippii</u> <u>Arctocephalus townsendi</u>
Phocidae	<u>Mirounga australis</u> <u>Mirounga leonina</u>

TUBULIDENTATA

Oryctopidae Orycteropus afer Orycteropus afer

SIRENIA

Dugongidae Dugong dugon * +204

Trichechidae Trichechus senegalensis

PERISSODACTyla

Equidae Equus hemionus *

Tapiridae Tapirus terrestris

Rhinocerotidae Diceros bicornis

ARTIODACTYLA

Hippopotamidae Choeropsis liberiensis

Cervidae Cervus elaphus bactrianus
Pudu mephistophiles

Antilocapridae Antilocapra americana mexicana

Bovidae Cephalophus monticola
Oryx (tao) dammah
Addax nasomaculatus
Pantholops hodgsoni
Capra falconeri *
Ovis ammon *
Ovis canadensis

AVESSPHENISCIFORMES

Spheniscidae Spheniscus demersus

RHEIFORMES

Rheidae Rhea americana albescens
Pterocnemia pennata pennata
Pterocnemia pennata garleppi

TINAMIFORMES

Tinamidae Rhynchosotus rufescens rufescens
Rhynchosotus rufescens pallescens
Rhynchosotus rufescens maculicollis

CICONIIFORMES

Ciconiidae

Ciconia nigra

Threskiornithidae

Geronticus calvus
Platalea leucorodia

Phoenicopteridae

Phoenicopterus ruber chilensis
Phoenicoparrus andinus
Phoenicoparrus jamesi

PELECANIFORMES

Pelecanidae

Pelecanus crispus

ANSERIFORMES

Anatidae

Anas aucklandica aucklandica
Anas aucklandica chlorotis
Anas bernieri
Dendrocygna arborea
Sarkidiornis melanotos
Anser albifrons gambelli
Cygnus bewickii jankowskii
Cygnus melancoryphus
Coscoroba coscoroba
Branta ruficollis

FALCONIFORMES

Accipitridae

Gypaetus barbatus meridionalis
Aquila chrysaetos

Falconidae

Spp. *

GALLIFORMES

Megapodiidae

Megapodius freycinet nicobariensis
Megapodius freycinet abbotti

Tetraonidae

Tympanuchus cupido pinnatus

Phasianidae

Francolinus ochropectus
Francolinus swierstrai
Catreus wallichii
Polypelectron malacense
Polypelectron germaini
Polypelectron bicalcaratum
Gallus sonneratii
Argusianus argus
Ithaginis cruentus /
Cyrtonyx montezumae montezumae
Cyrtonyx montezumae mearnsi

GRUIFORMES

Gruidae	<u>Balearica regulorum</u> <u>Grus canadensis pratensis</u>
Rallidae	<u>Gallirallus australis hectori</u>
Otididae	<u>Chlamydotis undulata</u> <u>Chortocotus nigriceps</u> <u>Otis tarda</u>

CHARADRIIFORMES

Scolopacidae	<u>Numenius tenuirostris</u> <u>Numenius minutus</u>
Laridae	<u>Larus brunneicephalus</u>

COLUMBIFORMES

Columbidae	<u>Gallicolumba luzonica</u> <u>Coura cristata</u> <u>Coura scheepmakeri</u> <u>Coura victoria</u> <u>Caloenas nicobarica pelewensis</u>
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PSITTACIFORMES

Psittacidae	<u>Coracopsis nigra barklyi</u> <u>Prosopeia personata</u> <u>Eunymphicus cornutus</u> <u>Cyanoramphus unicolor</u> <u>Cyanoramphus novaezealandiae</u> <u>Cyanoramphus malherbi</u> <u>Poicephalus robustus</u> <u>Tanygnathus lucionensis lucionensis</u> <u>Probosciger aterrimus</u>
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CUCULIFORMES

Musophagidae	<u>Tauraco corythaix</u> <u>Gallirex porphyreolophus</u>
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STRIGIFORMES

Strigidae	<u>Otus nudipes newtoni</u>
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CORACIIFORMES

Bucerotidae	<u>Buceros rhinoceros rhinoceros</u> <u>Buceros bicornis</u> <u>Buceros hydrocorax hydrocorax</u> <u>Aceros narcondami</u>
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PICIFORMES

Picidae *Picus squamatus flavirostris*

PASSERIFORMES

Cotingidae *Rupicola rupicola*
Rupicola peruviana

Pittidae *Pitta brachyura nympha*

Hirundinidae *Pseudochelidon sordidula*

Paradisaeidae Spp.

Muscicapidae *Muscicapa rueckii*

Fringillidae *Spinus yarrellii*

AMPHIBIA**URODELA**

Ambystomidae *Ambystoma mexicanum*
Ambystoma dumerilii
Ambystoma larmaensis

SALIENTIA

Bufoidae *Bufo retiformis*

REPTILIA**CROCODYLIA**

Alligatoridae *Caiman crocodilus crocodilus*
Caiman crocodilus yacare
Caiman crocodilus fuscus (chiapasius)
Paleosuchus palpebrosus
Paleosuchus trigonatus

Crocodylidae *Crocodylus johnsoni*
Crocodylus novaeguineae novaeguineae
Crocodylus porosus
Crocodylus acutus

TESTUDINATA

Emydidae *Clemmys muhlenbergii*

Testudinidae *Chersine spp.*
*Geocheilone spp.**
Gopherus spp.
Homopus spp.
Kinixys spp.

	<u>Malacochersus</u> spp.
	<u>Pyxis</u> spp.
	<u>Testudo</u> spp. *
Cheloniidae	<u>Caretta caretta</u> <u>Chelonia mydas</u> <u>Chelonia depressa</u> <u>Eretmochelys imbricata bissa</u> <u>Lepidochelys olivacea</u>
Dermochelidae <i>Dermochelyidae</i>	<u>Dermochelys coriacea</u>
Pelomedusidae	<u>Podocnemis</u> spp.
LAGERPTILIA SAVRIA	
Teiidae	<u>Cnemidophorus hyperythrus</u>
Iguanidae	<u>Conolophus pallidus</u> <u>Coelophorus subcristatus</u> /n <u>Amblyrhynchus cristatus</u> <u>Phrynosoma coronatum blainvilliei</u>
Helodermatidae	<u>Heloderma suspectum</u> <u>Heloderma horridum</u>
Varanidae	<u>Varanus</u> spp. *
SERPENTES	
Boidae	<u>Epicrates cenchris cenchris</u> <u>Eunectes notaeus</u> <u>Constrictor constrictor</u> <u>Python</u> spp. *
Colubridae	<u>Cyclagras gigas</u> <u>Pseudoboa cloelia</u> <u>Elachistodon westermanni</u> <u>Thamnophis elegans hammondi</u>
	<u>FISHES</u>
ACIPENSERIFORMES	
Acipenseridae	<u>Acipenser fulvescens</u> <u>Acipenser sturio</u>
OSTEOGLOSSIFORMES	
Osteoglossidae	<u>Arapaima gigas</u>
SALMONIFORMES	
Salmonidae	<u>Stenodus leucichthys leucichthys</u>

Salmo chrysogaster

CYPRINIFORMES

Cyprinidae

Plagopterus argentissimus
Ptychocheilus lucius

ATHERINIFORMES

Cyprinodontidae

Cynolebias constanciae
Cynolebias marmoratus
Cynolebias minimus
Cynolebias opalescens
Cynolebias splendens

Poeciliidae

Xiphophorus couchianus

COELACANTHIFORMES

Coelacanthidae

Latimeria chalumnae

CERATODIFORMES

Ceratodontidae

*Neoceratodus forsteri*MOLLUSCA

NATADOIDA

Unionidae

Cyprogenia aberti
Epioblasma (=Dyenomia) torulosa
rangiana
Fusconaia subrotunda
Lampsilis brevicula
Lexingtonia dolabelloides
Pleorobema olava

STYLOMMAТОPHORA

Camaenidae

Papustyla (=Papuina) pulcherrima

Paraphantidae

Paraphanta spp. +202

PROSOBRANCHIA

Hydrobiidae

Coahuilix hubbsi
Cochliopina milleri
Duragonella coahuillae
Mexipyrgus carranzae
Mexipyrgus churinceanus
Mexipyrgus escobedae
Mexipyrgus lugoi

Mexipyrgus mojarralis
Mexipyrgus multilineatus
Mexithauma quadripaludium
Nymphophilus minckleyi
Paludiscala caramba

INSECTA

LEPIDOPTERA

Papilionidae Parnassius apollo apollo

FLORA

APOCYNACEAE

Pachypodium spp.

ARALLACEAE

Panax quinquefolium #1 /s

ARAUCARIACEAE

Araucaria araucana #2

CACTACEAE

Cactaceae spp. +203

Rhipsalis spp.

COMPOSITAE

Saussurea lappa #1

CYATHEACEAE

Cyathea (Hemitelia) capensis #3 /s

Cyathea dreygeri #3

Cyathea mexicana #3

Cyathea (Alsophila) salvini #3

DIOSCOREACEAE

Dioscorea deltoidea #1

EUPHORBIACEAE

Euphorbia spp. -101

FAGACEAE

Quercus copeyensis #2

LEGUMINOSAE

Thermopsis mongolica

LILLACEAE

Aloe spp. *

MELIACEAE

Swietenia humilis #2

ORCHIDACEAE

Spp. *

PALMAE

Areca Arenca ipot
Phoenix hanceana var. philippinensis
Zalacca clemensi ana

PORTULACACEAE

Anacampseros spp.

PRIMULACEAE

Cyclamen spp.

SOLANACEAE	<u>Solanum sylvestris</u> <i>sylvestre</i>
STERCULIACEAE	<u>Basiloxylon excelsum</u> #2
VERBENACEAE	<u>Caryopteris mongolica</u>
ZYGOPHYLLACEAE	<u>Guaiacum sanctum</u> #2

附录四 关于受危害的野生动植物区系的国际买卖公约

输出许可证号码

输出国

有效期间至

本许可证发出给

地址

本许可证持有人声明其知晓本公约的规定，拟输出

本公约附录一
二所列物种的标本或其部分或衍生品如下
三

(在坡停中豢养或繁殖於) 注二

上列标本系运往

地址

国名

在
於
(许可证申请人签名)

(发给输出许可证的管理机构
的签名和图章)

注一 表明产品种类
注二 如不适用请删去

叙明标本或其部分或衍生，包括任何标记

活的标本

物种(学名和通用名称) 数目 性别

尺叶草
作积

标
志

部分或衍生

物种(学名和通用名称)

数量 货物种类

标
誌

检查机构的印章。

卷之二

二
输入

此項圖章將本許可書作廢，不許再作买卖之用。本許可書應即交還管理機構。

КОНВЕНЦИЯ О МЕЖДУНАРОДНОЙ ТОРГОВЛЕ ВИДАМИ
ДИКОЙ ФАУНЫ И ФЛОРЫ,
НАХОДЯЩИМИСЯ ПОД УГРОЗОЙ ИСЧЕЗНОВЕНИЯ

Договаривающиеся Государства,

ПРИЗНАВАЯ, что дикая фауна и флора в их многочисленных, прекрасных и разнообразных формах являются незаменимой частью природных систем земли, которые должны быть сохранены для настоящего и будущего поколений,

СОЗНАВАЯ все возрастающую ценность дикой фауны и флоры с точки зрения эстетики, науки, культуры, отдыха и экономики,

ПРИЗНАВАЯ, что народы и государства являются и должны быть наилучшими хранителями их собственной дикой фауны и флоры,

ПРИЗНАВАЯ, кроме того, что международное сотрудничество является необходимым для защиты некоторых видов дикой фауны и флоры от чрезмерной эксплуатации их в международной торговле,

БУДУЧИ УБЕЖДЕННЫМИ в настоятельной необходимости принятия надлежащих мер в этих целях,

СОГЛАСИЛИСЬ о ниже следующем:

СТАТЬЯ I

Определения

Для целей настоящей Конвенции, если другого значения не требуется по смыслу:

- (а) "Вид" означает любой вид, подвид или его географически обособленную популяцию;
- (б) "Образец" означает:
- (и) любое животное или растение, живое или мертвое,

- (ii) в отношении животного: для видов, включенных в Приложения I и II, любую легко опознаваемую часть или дериват его; а для видов, включенных в Приложение III, любую легко опознаваемую часть или дериват его, указанные в Приложении III в связи с этими видами; и
- (iii) в отношении растения, для видов, включенных в Приложение I, любую легко опознаваемую часть или дериват его; а для видов, включенных в Приложения II и III, любую легко опознаваемую часть или дериват его, указанные в Приложениях II и III в связи с этими видами.
- (c) "Торговля" означает экспорт, реэкспорт, импорт и интродукцию из моря,
- (d) "Реэкспорт" означает экспорт любого образца, который ранее был импортирован;
- (e) "Интродукция из моря" означает ввоз в государство образцов любого вида, добытых в морской среде, не находящейся под юрисдикцией какого-либо государства,
- (f) "Научный орган" означает национальный научный орган, назначенный в соответствии со Статьей IX,
- (g) "Административный орган" означает национальный административный орган, назначенный в соответствии со Статьей IX,
- (h) "Сторона" означает государство, для которого настоящая Конвенция вступила в силу.

СТАТЬЯ II

Основные принципы

1. Приложение I включает все виды, находящиеся под угрозой исчезновения, торговля которыми оказывает или может оказать на их существование неблагоприятное влияние. Торговля образцами этих видов должна особенно строго регулироваться с тем, чтобы не ставить далее под угрозу их выживание, и должна быть разрешена только в исключительных обстоятельствах.

2. Приложение II включает:

- (а) все виды, которые в данное время хотя и не обязательно находятся под угрозой исчезновения, но могут оказаться под такой угрозой, если торговля образцами таких видов не будет строго регулироваться в целях недопущения такого использования, которое несовместимо с их выживанием; и
- (б) другие виды, которые должны подлежать регулированию для того, чтобы над торговлей образцами некоторых видов, упомянутых в подпункте "а" настоящего пункта, мог быть установлен эффективный контроль.

3. Приложение III включает все виды, которые по определению любой Стороны подлежат регулированию в пределах ее юрисдикции в целях предотвращения или ограничения эксплуатации и в отношении которых необходимо сотрудничество других сторон в контроле за торговлей.

4. Стороны разрешают торговлю образцами видов, включенных в Приложения I, II, III, только в соответствии с положениями настоящей Конвенции.

СТАТЬЯ III

Регулирование торговли образцами видов, включенных в Приложение I

- I. Любая торговля образцами видов, включенных в Приложение I, осуществляется в соответствии с положениями настоящей Статьи.
2. Для экспорта любого образца вида, включенного в Приложение I, требуется предварительная выдача и предъявление разрешения на экспорт. Разрешение на экспорт выдается только при выполнении следующих условий:
 - (а) Научный орган экспортирующего государства вынес заключение, что такой экспорт не угрожает выживанию этого вида;
 - (б) Административный орган экспортирующего государства удостоверился в том, что данный образец не был приобретен в нарушение законов данного государства, относящихся к защите фауны и флоры;
 - (с) Административный орган экспортирующего государства удостоверился в том, что любой живой образец будет подготовлен и отправлен таким образом, чтобы свести к минимуму риск повреждения, угрозы здоровью или жестокого обращения, и
 - (д) Административный орган экспортирующего государства удостоверился в том, что было выдано разрешение на импорт этого образца.

3. Для импорта любого образца вида, включенного в Приложение I, требуется предварительная выдача и предъявление разрешения на импорт и либо разрешения на экспорт, либо сертификата на реэкспорт. Разрешение на импорт выдается только при выполнения следующих условий:

- (а) Научный орган импортирующего государства вынес заключение, что такой импорт производится в целях, которые не угрожают выживанию данных видов;
- (б) Научный орган импортирующего государства удостоверился в том, что предполагаемый получатель живого образца имеет надлежащие условия для содержания образца и ухода за ним; и
- (с) Административный орган импортирующего государства удостоверился в том, что образец не будет использован главным образом в коммерческих целях.

4. Для реэкспорта любого образца вида, включенного в Приложение I, требуется предварительная выдача и предъявление сертификата на реэкспорт. Сертификат на реэкспорт выдается только при выполнении следующих условий:

- (а) Административный орган реэкспортирующего государства удостоверился в том, что данный образец был импортирован в это государство в соответствии с положениями настоящей Конвенции;
- (б) Административный орган реэкспортирующего государства удостоверился в том, что любой живой образец будет подготовлен и отправлен таким образом, чтобы свести к минимуму риск повреждения, угрозы здоровью или жестокого обращения; и
- (с) Административный орган реэкспортирующего государства удостоверился в том, что разрешение на импорт любого живого образца было выдано.

5. Для интродукции из моря какого-либо образца вида, включенного в Приложение I, требуется предварительная выдача сертификата Административным органом государства, производящего интродукцию.

Сертификат выдается только при выполнении следующих условий:

- (а) Научный орган государства, производящего интродукцию, выносит заключение, что такая интродукция не будет угрожать выживанию данного вида;
- (б) Административный орган государства, производящего интродукцию, удостоверился в том, что предполагаемый получатель живого образца имеет надлежащие условия для содержания образца и ухода за ним; и
- (с) Административный орган государства, производящего интродукцию, удостоверился в том, что образец не будет использован главным образом в коммерческих целях.

СТАТЬЯ IV

Регулирование торговли образцами видов, включенных в Приложение II

I. Любая торговля образцами видов, включенных в Приложение II, осуществляется в соответствии с положениями настоящей Статьи.

2. Для экспорта любого образца вида, включенного в Приложение II, требуется предварительная выдача и предъявление разрешения на экспорт. Разрешение на экспорт выдается только при выполнении следующих условий:

- (а) научный орган экспортирующего государства вынес заключение, что такой экспорт не угрожает выживанию этого вида,

- (b) Административный орган экспортирующего государства удостоверился в том, что данный образец не был приобретен в нарушение законов данного государства, относящихся к охране фауны и флоры; и
- (c) Административный орган экспортирующего государства удостоверился в том, что любой живой образец будет подготовлен и отправлен таким образом, чтобы свести к минимуму риск повреждения, угрозы здоровью или жестокого обращения.

3. Научный орган каждой Стороны контролирует как разрешения на экспорт, выдаваемые этим государством на образцы видов, включенных в Приложение II, так и фактический экспорт таких образцов. В случае, если Научный орган определит, что экспорт образцов любого такого вида должен быть ограничен для поддержания данного вида во всем его ареале на уровне, сообразном с ролью вида в экосистеме, в которой он встречается, и на более высоком уровне, чем тот, при котором может оказаться необходимым перенесение данного вида в Приложение I, Научный орган рекомендует соответствующему Административному органу надлежащие меры, которые должны быть приняты для ограничения выдачи разрешений на экспорт образцов данного вида.

4 Для импорта любого образца вида, включенного в Приложение II, требуется предварительное предъявление либо разрешения на экспорт, либо сертификата на реэкспорт.

5. Для реэкспорта любого образца вида, включенного в Приложение II, требуется предварительная выдача и предъявление сертификата на реэкспорт. Сертификат на реэкспорт выдается только при выполнении следующих условий:

- (а) административный орган реэкспортирующего государства удостоверился в том, что данный образец был импортирован в это государство в соответствии с положениями настоящей Конвенции; и
- (б) Административный орган реэкспортирующего государства удостоверился в том, что любой живой образец будет подготовлен и отправлен таким образом, чтобы свести к минимуму риск повреждения, угрозы здоровью или жестокого обращения.

6. Для интродукции из моря любого образца вида, включенного в Приложение II, требуется предварительная выдача сертификата Административным органом государства, производящего интродукцию. Сертификат выдается только при выполнении следующих условий:

- (а) Научный орган государства, производящего интродукцию, выносит заключение, что такая интродукция не будет угрожать выживанию данного вида, и
- (б) Административный орган государства, производящего интродукцию, удостоверился в том, что обращение с любым живым образцом будет осуществляться таким образом, чтобы свести к минимуму риск повреждения, угрозы здоровью или жестокого обращения.

7. Сертификаты, упомянутые в пункте 6 настоящей Статьи, могут выдаваться по рекомендации Научного органа, после консультации с другими национальными научными органами или, когда это уместно, с международными научными органами, на периоды, не превышающие одного года, в отношении общих количеств образцов, подлежащих интродукции в течение таких периодов.

СТАТЬЯ У

Регулирование торговли образцами видов, включенных в Приложение III

I. Любая торговля образцами видов, включенных в Приложение III, осуществляется в соответствии с положениями настоящей Статьи.

2. Для экспорта любого образца вида, включенного в Приложение III, из любого государства, включившего этот вид в Приложение III, требуется предварительная выдача и предъявление разрешения на экспорт. Разрешение на экспорт выдается только при выполнении следующих условий:

- (а) Административный орган экспортирующего государства удостоверился в том, что данный образец не был приобретен в нарушение законов данного государства, относящихся к охране фауны и флоры; и
- (б) Административный орган экспортирующего государства удостоверился в том, что любой живой образец будет подготовлен и отправлен таким образом, чтобы свести к минимуму риск повреждения, угрозы здоровью или жестокого обращения.

3. Для импорта любого образца вида, включенного в Приложение III, требуется, за исключением обстоятельств, к которым применим пункт 4 настоящей Статьи, предварительное предъявление сертификата о происхождении и, в случае если данный образец импортируется из государства, включившего данный вид в Приложение III, разрешения на экспорт.

4. При реэкспорте сертификат, выданный Административным органом реэкспортирующего государства и удостоверяющий, что данный образец подвергся обработке в этом государстве, или что он реэкспортируется, принимается импортирующим государством как доказательство выполнения положений настоящей Конвенции по отношению к данному образцу.

СТАТЬЯ УІ

Разрешения и сертификаты

1. Разрешения и сертификаты, выдаваемые в соответствии с положениями Статей III, IV и V, должны соответствовать положениям настоящей Статьи.
2. Разрешение на экспорт содержит информацию, указанную в бланке-образце, содержащемся в Приложении IV, и может быть использовано для экспорта только в течение шести месяцев с момента его выдачи.
3. Каждое разрешение или сертификат содержит наименование настоящей Конвенции, наименование и соответствующую печать Административного органа, выдающего его, и контрольный номер, присвоенный Административным органом.
4. На всех копиях разрешения или сертификата, выданного Административным органом, должно быть ясно указано, что они являются лишь копиями, и ни одна такая копия не может быть использована вместо подлинника, за исключением случаев, отмеченных на документе.
5. Для каждой партии образцов требуется отдельное разрешение или сертификат.
6. Административный орган государства, импортирующего какой-либо образец, погашает и хранит разрешение на экспорт или сертификат на реэкспорт и любое соответствующее разрешение на импорт этого образца.
7. Когда это уместно и возможно Административный орган может поставить метку на любой образец для облегчения опознания образца. Для этих целей "метка" означает любое несмыываемое клеймо,

свинцовую пломбу или другое подходящее средство установления подлинности образца, выполненное так, чтобы подделка его посторонними лицами оказалась бы предельно трудной.

СТАТЬЯ УИІ

Исключения и другие специальные положения, относящиеся к торговле

I. Положения Статей III, IV и У не применяются к транзитной перевозке образцов через территорию или перевалке их на территории Стороны в то время, когда эти образцы находятся под таможенным контролем.

2. В том случае, когда Административный орган экспортирующего или реэкспортирующего государства удостоверится в том, что образец был приобретен до того, когда положения настоящей Конвенции стали применяться к данному образцу, положения Статей III, IV и У не применяются к данному образцу, если Административный орган выдаст сертификат, удостоверяющий это.

3. Положения Статей III, IV и У не применяются к образцам, являющимся личными или предметами домашнего обихода. Это исключение не применяется.

(а) в отношении образцов вида, включенного в Приложение I, если они были приобретены владельцем вне государства его обычного местожительства и эти образцы импортируются в это государство; или

(б) в отношении образцов видов, включенных в Приложение II, если

(1) они были приобретены владельцем вне государства его обычного местожительства и в государстве, в котором из среды дикой фауны и флоры имели место добыча или сбор образца,

(ii) они импортируются в государство обычного местожительства владельца, и

(iii) государство, в котором из среды дикой фауны и флоры имели место добыча или сбор образца, требует предварительной выдачи разрешений на экспорт до любого экспорта таких образцов;

за исключением случаев, когда Административный орган удостоверится в том, что образцы были приобретены до применения к ним положений настоящей Конвенции.

4. Включенные в Приложение I образцы видов животных, выведенных в неволе в коммерческих целях, или включенные в Приложение I виды растений, искусственно выращиваемые в коммерческих целях, считаются образцами видов, включенных в Приложение II.

5. В случае, если Административный орган экспортирующего государства удостоверится в том, что какой-либо образец вида животных был выведен в неволе или какой-либо образец вида растений был выращен искусственно или является частью такого животного или растения, или происходит от них, то удостоверение об этом, выданное данным Административным органом, принимается вместо любых разрешений или сертификатов, требуемых в соответствии с положениями Статей III, IV или У

6. Положения Статей III, IV и У не применяются к переданным на некоммерческой основе во временное пользование, в дар или в порядке обмена между учеными или научными учреждениями, зарегистрированными Административным органом их государства, образцам гербариев, другим консервированным, эвасионным или заспиртованным музеинм образцам и живому растительному материалу, имеющим ярлык, выданный или утвержденный Административным органом.

7. Административный орган любого государства может отказаться от требований Статей III, IV и V и позволить передвижение без разрешений или сертификатов образцов, которые являются частью передвижного зоологического сада, цирка, зверинца, выставки растений или другой передвижной выставки при условии, что:

- (а) экспортер или импортер зарегистрирует со всеми подробностями такие образцы в Административном органе,
- (б) образцы подпадают под одну из категорий, указанных в пунктах 2 или 5 настоящей Статьи; и
- (с) Административный орган удостоверится в том, что перевозка любого живого образца и уход за ним будут совершаться таким образом, чтобы свести к минимуму риск повреждения, угрозы здоровью или жестокого обращения.

СТАТЬЯ VIII

Меры, принимаемые Сторонами

I. Стороны принимают соответствующие меры для обеспечения соблюдения положений настоящей Конвенции и запрещения торговли образцами в нарушение положений Конвенции. Эти меры включают:

- (а) наказание за торговлю или владение такими образцами либо за то и другое, и
- (б) конфискацию или возвращение таких образцов экспортирующему государству

2. Кроме мер, принимаемых согласно пункту I настоящей Статьи, Сторона может, когда она сочтет это необходимым, предусмотреть любой способ материального возмещения расходов, понесенных в результате конфискации образца, ставшего предметом торговли в нарушение мер, принятых в связи с применением положений настоящей Конвенции.

3. По возможности Стороны обеспечивают прохождение образцов через формальности, требуемые для торговли, с минимальными задержками. Для облегчения такого прохождения Сторона может определить пункты ввоза и пункты вывоза, в которых образцы должны предъявляться для таможенных формальностей. Стороны обеспечивают кроме того, чтобы в любое время транзита, хранения или перевозки осуществлялся надлежащий уход за всеми живыми образцами с тем, чтобы свести к минимуму риск повреждения, угрозы здоровью или жестокого обращения.

4. Когда живой образец конфискуется вследствие мер, указанных в пункте I настоящей Статьи, то:

- (а) образец передается на попечение Административного органа конфисковавшего государства,
- (б) Административный орган после консультации с экспортирующим государством возвращает образец этому государству за его счет или передает спасательному центру или в такое иное место, какое Административный орган считает надлежащим и совместимым с целями настоящей Конвенции; и
- (с) Административный орган может получить рекомендацию Научного органа или, если сочтет это целесообразным, проконсультироваться с Секретариатом, чтобы облегчить принятие решения согласно подпункту "б" настоящего пункта, включая выбор спасательного центра или иного места.

5. Спасательный центр, упомянутый в пункте 4 настоящей Статьи, означает учреждение, которому Административный орган поручит уход за живыми образцами, в частности, за теми, которые были конфискованы.

6. Каждая Сторона будет вести журналы торговли образцами видов, включенных в Приложения I, II и III, со следующими данными:

- (а) наименования и адреса экспортёров и импортёров, и
- (б) количество и вид выданных разрешений и сертификатов; государства, с которыми осуществлялась такая торговля, число или количество и типы образцов, наименования видов, включенных в Приложения I, II и III, и, где надлежит, размеры и пол соответствующего образца.

7. Каждая Сторона будет составлять периодические отчеты о выполнении настоящей Конвенции и будет направлять Секретариату:

- (а) ежегодный отчет, содержащий сводку данных, указанных в подпункте "б" пункта 6 настоящей Статьи; и
- (б) двухгодичный отчет о законодательных, административных мерах и мерах по регулированию, предпринятых для обеспечения соблюдения положений настоящей Конвенции.

8. Сведения, указанные в пункте 7 настоящей Статьи, будут открытыми, если это не противоречит законам соответствующей Стороны.

СТАТЬЯ IX

Административные и Научные органы

I. В целях настоящей Конвенции каждая Сторона назначит:

- (а) один или несколько Административных органов, имеющих право выдавать разрешения или сертификаты от имени этой Стороны; и
- (б) один или несколько Научных органов.

2. Каждое государство при сдаче на хранение ратификационной грамоты или документа о принятии, утверждении или присоединении сообщает одновременно Правительству-депозитарию наименование и

адрес Административного органа, уполномоченного поддерживать связь с другими Сторонами и Секретариатом.

3. О любых изменениях в назначениях или полномочиях, предусмотренных положениями настоящей Статьи, соответствующая Сторона уведомляет Секретариат для сообщения всем другим Сторонам.

4. Административный орган, упомянутый в пункте 2 настоящей Статьи, по просьбе Секретариата или Административного органа другой Стороны, направляет отиски штампов, печатей или других средств, употребляемых для удостоверения подлинности разрешений или сертификатов.

СТАТЬЯ X

Торговля с государствами, не являющимися участниками Конвенции

В случае экспорта или реэкспорта в государство или импорта из государства, не являющегося участником настоящей Конвенции, аналогичная документация, выданная компетентными властями такого государства и в основном соответствующая требованиям настоящей Конвенции, касающимся разрешений и сертификатов, может приниматься вместо таких разрешений и сертификатов любой Стороной.

СТАТЬЯ XI

Конференция Сторон

I. Секретариат созовет сессию Конференции Сторон не позднее чем через два года после вступления в силу настоящей Конвенции.

2. Впоследствии Секретариат будет созывать очередные сессии по крайней мере один раз в два года, если Конференция не примет иного решения, и чрезвычайные сессии в любое время по получении письменной просьбы об этом не менее, чем от одной трети Сторон.

3. На сессиях, как очередных, так и чрезвычайных, Стороны рассматривают ход выполнения настоящей Конвенции и могут

- (а) принимать такие меры, какие могут оказаться необходимыми для обеспечения Секретариату возможности выполнять его обязанности;
- (б) рассматривать и принимать поправки к Приложениям I и II в соответствии со Статьей XV,
- (с) обсуждать результаты деятельности по восстановлению и охране видов, включенных в Приложения I, II и III,
- (д) получать и рассматривать любые доклады, представленные Секретариатом или любой Стороной;
- (е) когда это уместно, предлагать рекомендации для повышения эффективности настоящей Конвенции.

4. На каждой очередной сессии Стороны могут определять время и место следующей очередной сессии, которая будет проводиться в соответствии с положениями пункта 2 настоящей Статьи.

5. На любой сессии Стороны могут определять и принимать правила процедуры сессии.

6. Организация Объединенных Наций, ее специализированные учреждения, Международное агентство по атомной энергии и любое государство, не являющееся участником настоящей Конвенции, могут быть представлены на сессиях Конференции наблюдателями, которые будут иметь право участия в обсуждениях, без права голоса.

7. Относящиеся к нижеследующим категориям органы или учреждения, технически компетентные в области защиты, охраны или рационального управления дикой фауной и флорой, будут, по уведомлении Секретариата о своем желании быть представленными на сессиях Конференции наблюдателями, допущены на сессии, если не последует возражений со стороны, по крайней мере, одной трети присутствующих Сторон:

- (а) международные учреждения или органы, правительственные или неправительственные, и национальные правительственные учреждения или органы; и
- (б) национальные неправительственные учреждения или органы, утвержденные с этой целью государством, в котором они находятся. Будучи допущенными на сессии, эти наблюдатели будут иметь право участия в обсуждениях без права голоса.

СТАТЬЯ XII

Секретариат

I. По вступлении в силу настоящей Конвенции Исполнительный Директор Программы Организации Объединенных Наций по окружающей среде обеспечивает организацию Секретариата. В той мере и таким образом, как он сочтет это уместным, ему в этом могут помочь соответствующие межправительственные или неправительственные, международные или национальные органы и учреждения, технически компетентные в области защиты, охраны и рационального управления дикой фауной и флорой.

2. Функции Секретариата включают:

- (а) организацию и обслуживание сессий Конференции Сторон;
- (б) выполнение функций, возложенных на него в соответствии с положениями Статей XV и XVI настоящей Конвенции;
- (с) проведение научных и технических исследований в соответствии с программами, утвержденными Конференцией Сторон, которые будут способствовать выполнению настоящей Конвенции, включая исследования по стандартам для надлежащей подготовки и перевозки живых образцов и способам установления подлинности образцов;

- (d) рассмотрение докладов Сторон и направление запросов Сторонам относительно такой дополнительной информации по докладам, которую Секретариат будет считать необходимой для обеспечения выполнения настоящей Конвенции;
- (e) привлечение внимания Сторон к любому вопросу, имеющему отношение к целям настоящей Конвенции;
- (f) периодическую публикацию и рассылку Сторонам текущих изданий Приложений I, II и III вместе с любыми другими сведениями, облегчающими установление подлинности образцов видов, включенных в эти Приложения;
- (g) подготовку ежегодных отчетов Сторонам о своей работе и о проведении в жизнь настоящей Конвенции, а также других докладов, которые могут быть запрошены сессиями Конференции Сторон;
- (h) вынесение рекомендаций для осуществления целей и положений настоящей Конвенции, включая обмен информацией научного или технического характера;
- (i) осуществление любых других функций, которые могут быть поручены ему Сторонами.

СТАТЬЯ XIII

Меры международного характера

I. Когда Секретариат в свете полученной информации считает, что на какой-либо вид, включенный в Приложения I или II, отрицательно влияет торговля образцами такого вида, или что положения настоящей Конвенции проводятся в жизнь неэффективно, он направляет эту информацию уполномоченному Административному органу заинтересованной Стороны или Сторон.

2. Когда какая-либо Сторона получает информацию, упомянутую в пункте I настоящей Статьи, она в возможно короткий срок извещает Секретариат о любых фактах, относящихся к этому вопросу, в той мере, в какой это разрешается ее законами и, в надлежащих случаях предлагает меры для исправления положения. Когда Сторона считает желательным провести расследование, такое расследование может быть проведено лицом или несколькими лицами, специально уполномоченными на это данной Стороной.

3. Информация, предоставленная Стороной, или являющаяся результатом расследования, упомянутого в пункте 2 настоящей Статьи, рассматривается на следующей Конференции Сторон, которая может вынести любые рекомендации, которые она сочтет надлежащими.

СТАТЬЯ XIV

Влияние на внутреннее законодательство и международные конвенции

I. Положения настоящей Конвенции никоим образом не затрагивают права Сторон принимать.

- (а) более строгие внутренние меры относительно условий торговли, добычи, владения или перевозки образцов видов, включенных в Приложения I, II и III, или меры полного запрета на это, или
- (б) внутренние меры, ограничивающие или запрещающие торговлю, добычу, владение или перевозку видов, не включенных в Приложения I, II или III.

2. Положения настоящей Конвенции никоим образом не затрагивают положений любых внутренних мер или обязательств Сторон по любому договору, конвенции или международному соглашению, касающихся других аспектов торговли, добычи, владения или перевозки образцов,

которые действуют или впоследствии могут вступить в силу для любой Стороны, в т.ч. любые меры в области таможенного законодательства, здравоохранения и карантина животных или растений.

3. Положения настоящей Конвенции никоим образом не затрагивают положений или обязательств, вытекающих из любого договора, конвенции или международного соглашения, которые заключены или могут быть заключены между государствами, учреждающими союз или региональное торговое соглашение, которым устанавливается или сохраняется общий внешний таможенный контроль и отменяется таможенный контроль между участниками такого соглашения, в той степени, в какой это касается торговли между государствами-участниками такого союза или соглашения.

4. Государство-участник настоящей Конвенции, являющееся в то же время участником какого-либо другого договора, конвенции или международного соглашения, которые действуют в момент вступления в силу настоящей Конвенции, и положения которых предусматривают охрану морских видов, включенных в Приложение II, освобождается от обязательств по настоящей Конвенции, относящихся к торговле образцами видов, включенных в Приложение II, которые добываются судами, зарегистрированными в этом государстве, в соответствии с положениями такого другого договора, конвенции или международного соглашения.

5. Независимо от положений статей III, IV и V, для экспорта образца, добытого в соответствии с пунктом 4 настоящей статьи, требуется только сертификат от Административного органа государства, производящего интродукцию, свидетельствующий о том, что данный образец был добыт в соответствии с положениями такого другого договора, конвенции или международного соглашения.

6. Ничто в настоящей Конвенции не наносит ущерба кодификации и развитию морского права Конференцией Организации Объединенных Наций по морскому праву, созываемой в соответствии с резолюцией 2750 С (XXV) Генеральной Ассамблеи Организации Объединенных Наций, а также нынешним или будущим притязаниям и правовыми позициям любого государства, по вопросам морского права, и в отношении характера и пределов юрисдикции прибрежного государства и государств флага.

СТАТЬЯ ХУ

Поправки к Приложениям I и II

I. Следующие положения применяются в отношении поправок к Приложениям I и II на сессиях Конференции Сторон:

(а) любая Сторона может предложить поправку к Приложению I или II для рассмотрения на следующей сессии. Текст предложенной поправки препровождается Секретариату по крайней мере за 150 дней до сессии. Секретариат консультируется с остальными Сторонами и заинтересованными органами относительно поправки, в соответствии с положениями подпунктов "б" и "с" пункта 2 настоящей Статьи, и направляет ответы всем Сторонам не позднее, чем за 30 дней до сессии;

(б) поправки принимаются большинством в две трети присутствующих и участвующих в голосовании Сторон. Для этих целей "присутствующие и участвующие в голосовании Стороны" означает Стороны, присутствующие и голосующие "за" или "против" Воздержавшиеся Стороны не включаются в две трети, необходимые для принятия поправки;

(с) поправки, принятые на сессии, вступают в силу через 90 дней после такой сессии для всех Сторон, за исключением тех, которые сделают оговорку согласно пункта 3 настоящей статьи.

2. Следующие положения применяются в отношении поправок к Приложениям I и II в период между сессиями Конференции Сторон:

(а) любая Сторона может предложить поправку к Приложению I или II для рассмотрения в период между сессиями посредством процедуры переписки, установленной в настоящем пункте,

(б) в отношении морских видов Секретариат по получении текста предложенной поправки немедленно направляет его Сторонам. Он также консультируется с межправительственными органами, наделенными какой-либо функцией, относящейся к этим видам, в частности, с целью получения научных данных, которые эти органы могут предоставить, и обеспечения координации в отношении любых мер по охране природы этими органами. Секретариат, по возможности скорее, сообщает Сторонам мнение этих органов и данные, полученные от них, а также свои заключения и рекомендации;

(с) в отношении неморских видов Секретариат по получении текста предложенной поправки немедленно направляет его Сторонам и после этого, по возможности скорее, представляет свои рекомендации;

(д) любая Сторона может в течение 60 дней с момента представления Секретариатом своих рекомендаций Сторонам, как указано в подпунктах "б" или "с" настоящего пункта, направить Секретариату любые комментарии по предложенной поправке, включая любые научные данные и информацию, относящиеся к данному вопросу;

(е) Секретариат направляет Сторонам, по возможности скорее, полученные ответы, а также свои рекомендации;

(f) если Секретариат не получит возражений на предложенную поправку в течение 30 дней с момента направления Сторонам ответов и рекомендаций согласно положениям подпункта "е" настоящего пункта, поправка вступит в силу через 90 дней для всех Сторон, за исключением тех, которые сделают оговорку в соответствии с пунктом 3 настоящей статьи;

(g) если Секретариат получит возражение от какой-либо Стороны, предложенная поправка ставится на голосование посредством переписки в соответствии с положениями подпунктов "h", "i" и "j" настоящего пункта,

(h) Секретариат извещает Стороны о получении уведомлений о возражении;

(i) если Секретариат не получит голосов "за", "против" или "воздержался", по крайней мере, от половины Сторон в течение 60 дней с моментом извещения, как указано в подпункте "h" настоящего пункта, предложенная поправка передается для дальнейшего рассмотрения на следующей сессии Конференции;

(j) если получены голоса от половины Сторон, то поправка принимается большинством в две трети Сторон, голосовавших "за" или "против",

(k) Секретариат извещает все Стороны о результатах голосования,

(l) если предложенная поправка принимается, она вступает в силу через 90 дней с момента извещения Секретариатом о ее принятии для всех Сторон, за исключением тех, которые сделали оговорку в соответствии с пунктом 3 настоящей статьи.

3. В течение 90 дней, предусмотренных в подпункте "с" пункта I или подпункта "1" пункта 2 настоящей статьи, любая Сторона может

путем письменного извещения Правительства-депозитария сделать оговорку в отношении данной поправки. До того, как такая оговорка не будет снята, Сторона, сделавшая ее, будет считаться государством, не участвующим в настоящей Конвенции в отношении торговли данным видом.

СТАТЬЯ ХУІ

Приложение III и поправки к нему

1. Любая Сторона может в любое время представить Секретариату перечень видов, которые по ее определению подлежат регулированию в пределах ее юрисдикции в целях, указанных в пункте 3 статьи II. Приложение III включает наименования Сторон, представивших виды для включения в это Приложение, научные названия видов, представленных таким образом, и любых частей или дериватов животных или растений, указанных в связи с этими видами для целей подпункта "б" статьи I.

2. Каждый перечень, представленный в соответствии с положениями пункта I настоящей статьи, направляется Секретариатом Сторонам по возможности скорее после его получения. Перечень вступает в силу, как часть Приложения III, через 90 дней с момента такого направления. В любое время после направления такого перечня любая Сторона посредством письменного уведомления Правительства-депозитария может сделать оговорку в отношении любого вида или любых частей или дериватов, и пока такая оговорка не снята, это государство будет считаться не участвующим в настоящей Конвенции в отношении торговли этим видом или его соответствующей частью или дериватом.

3. Сторона, представившая какой-либо вид для включения в Приложение III, может его снять в любое время путем уведомления

Секретариата, который сообщает об этом всем Сторонам. Снятие приобретает силу через 30 дней с момента такого сообщения.

4. Любая Сторона, представляющая перечень в соответствии с положениями пункта I настоящей статьи, препровождает Секретариату копии всех внутренних законов и правил, применяемых к охране таких видов, а также любые толкования, которые Сторона может считать необходимыми или которые могут быть запрошены Секретариатом. До тех пор, пока данный вид включен в Приложение III, Сторона представляет любые поправки к таким законам и правилам, а также любые новые толкования по мере их принятия.

СТАТЬЯ XVII

Поправки к тексту Конвенции

I. Чрезвычайная сессия Конференции Сторон созывается Секретариатом по письменной просьбе по крайней мере одной трети Сторон для рассмотрения и принятия поправок к настоящей Конвенции. Такие поправки принимаются большинством в две трети присутствующих и участвующих в голосовании Сторон. Для этих целей "присутствующие и участвующие в голосовании Стороны" означает Стороны, присутствующие и голосующие "за" или "против". Воздержавшиеся Стороны не включаются в две трети, необходимые для принятия поправки.

2. Текст любой предложенной поправки сообщается Секретариатом всем Сторонам по крайней мере за 90 дней до сессии.

3. Поправка вступает в силу для Сторон, принявших ее, через 60 дней после того, как две трети Сторон сдали на хранение Правительству-депозитарию документ о принятии поправки. Затем поправка вступает в силу для любой другой Стороны через 60 дней после того, как эта Сторона сдаст на хранение свой документ о принятии этой поправки.

СТАТЬЯ XVIII

Разрешение споров

I. Любой спор, возникший между двумя или более Сторонами в отношении толкования или применения положений настоящей Конвенции, подлежит разрешению путем переговоров между Сторонами, участвующими в споре.

2. Если спор не может быть разрешен в соответствии с пунктом I настоящей статьи, Стороны могут, по взаимному согласию, передать спор на арбитраж, в частности, в Постоянную Палату Третейского Суда в Гааге. Арбитражное решение является обязательным для Сторон, передавших спор на арбитраж.

СТАТЬЯ XIX

Подписание

Настоящая Конвенция будет открыта для подписания в Вашингтоне до 30 апреля 1973 г. и в дальнейшем в Берне до 31 декабря 1974 года.

СТАТЬЯ XX

Ратификация, принятие и утверждение

Настоящая Конвенция подлежит ратификации, принятию или утверждению. Ратификационные грамоты, документы о принятии или утверждении сдаются на хранение Правительству Швейцарской Конфедерации, которое является Правительством-депозитарием.

СТАТЬЯ XXI

Присоединение

Настоящая Конвенция открыта для присоединения в течение неограниченного времени. Документы о присоединении сдаются на хранение Правительству-депозитарию.

СТАТЬЯ XXII

Вступление в силу

1. Настоящая Конвенция вступает в силу через 90 дней после сдачи на хранение Правительству-депозитарию десятой ратификационной грамоты или документа о принятии, утверждении или присоединении.
2. Для каждого государства, которое ратифицирует, принимает или утверждает настоящую Конвенцию или присоединяется к ней после сдачи на хранение десятой ратификационной грамоты или документа о принятии, утверждении или присоединении, настоящая Конвенция вступает в силу через 90 дней после сдачи на хранение таким государством своей ратификационной грамоты или документа о принятии, утверждении или присоединении.

СТАТЬЯ XXIII

Оговорки

1. Положения настоящей Конвенции не подлежат общим оговоркам. Конкретные оговорки могут быть сделаны в соответствии с положениями настоящей Статьи и Статей XV и XVI.
2. Любое государство при сдаче на хранение своей ратификационной грамоты или документа о принятии, утверждении или присоединении, может сделать конкретную оговорку в отношении:
 - (а) любого вида, включенного в Приложение I, II или III, или
 - (б) любых частей или дериватов, указанных в связи с видом, включенным в Приложение III.
3. Пока Сторона не снимет оговорку, сделанную в соответствии с положениями настоящей Статьи, она будет считаться государством, не участвующим в настоящей Конвенции в отношении торговли теми видами или частями, или дериватами, которые указаны в этой оговорке.

СТАТЬЯ XXIV

Денонсация

Любая Сторона может денонсировать настоящую Конвенцию путем письменного уведомления Правительства-депозитария в любое время. Денонсация вступает в силу через 12 месяцев после получения уведомления Правительством-депозитарием.

СТАТЬЯ XXV

Депозитарий

1. Подлинник настоящей Конвенции, тексты которой на русском, английском, испанском, китайском и французском языках являются равнозначительными, сдается на хранение Правительству-депозитарию, которое направляет заверенные копии всем Государствам, подписавшим Конвенцию или сдавшим документы о присоединении к ней.

2. Правительство-депозитарий сообщает всем подписавшим и присоединившимся государствам и Секретариату о подписаниях, сдаче ратификационных грамот, документов о принятии, утверждении или присоединении, о вступлении в силу настоящей Конвенции, поправках к ней, внесении и снятии оговорок и об уведомлениях о денонсации.

3. Как только настоящая Конвенция вступит в силу, заверенная копия ее будет направлена Правительством-депозитарием Секретариату Организации Объединенных Наций для регистрации и опубликования в соответствии со статьей 102 Устава Организации Объединенных Наций.

В УДОСТОВЕРЕНИЕ ЧЕГО, нижеподписавшиеся представители, должностным образом на то уполномоченные, подписали настоящую Конвенцию.

СОВЕРШЕНО в Вашингтоне третьего марта тысяча девятьсот семьдесят третьего года.

ПРИЛОЖЕНИЕ I

Интерпретация.

- I. Ссылки на виды, включенные в данное Приложение делаются.
 - (а) по названию вида; или
 - (б) по общей принадлежности к видам, включенными в высший таксон или в обозначенную часть его.
2. Сокращение " spp" используется для обозначения всех видов высшего таксона.
3. Другие упоминания таксонов выше видов делаются исключительно в целях информации или классификации.
4. Звездочка (*), стоящая у названия вида или высшего таксона, означает, что одна или несколько географически отдельных популяций, подвидов или видов данного таксона включены в Приложение II и что эти популяции, подвиды или виды исключены из Приложения I.
5. Знак (-), за которым следует номер, стоящий у названия вида или высшего таксона, означает исключение из этого вида или таксона обозначенных географически отдельных популяций, подвидов или видов, как например:
 - IO1 Lemur catta
 - IO2 Австралийская популяция.
6. Знак (+), за которым следует номер, стоящий у названия вида, означает, что только одна обозначенная географически отдельная популяция или подвид этого вида включены в данное Приложение, как например:
 - +201 только Итальянская популяция
7. Знак (/), стоящий у названия вида или высшего таксона означает, что данные виды охраняются согласно схеме на 1972 г Международной комиссии по китобойному промыслу

[The list appearing here in the original corresponds to that on pages 1283-1295.]

ПРИЛОЖЕНИЕ II

Интерпретация:

1. Ссылки на виды, включенные в данное Приложение, делаются:

(а) по названию вида, или

(б) по общей принадлежности к видам, включенными в высший таксон или в указанную часть его.

2. Сокращение " spp" используется для обозначения всех видов высшего таксона.

3. Другие упоминания таксонов выше видов делаются исключительно в целях информации или классификации.

4. Звездочка (*), стоящая у названия вида или высшего таксона, означает, что одна или несколько географически отдельных популяций, подвидов или видов данного таксона включены в Приложение I и что эти популяции, подвиды или виды исключены из Приложения II.

5. Знак (#), за которым следует номер, стоящий у названия вида или высшего таксона, означает относящиеся сюда части или дериваты, обозначенные в целях настоящей Конвенции следующим образом:

1 означает корень

2 означает дерево

3 означает стволы

6. Знак (-), за которым следует номер, стоящий у названия вида или высшего таксона, означает исключение из этого вида или таксона обозначенных географически отдельных популяций, подвидов, видов или групп видов, как например:

- IOI не суккуленты

7. Знак (+), за которым следует номер, стоящий у названия вида или высшего таксона, означает, что только обозначенные географически отдельные популяции, подвиды или виды таких видов или таксонов включены в это Приложение, как например:

- +201 Все подвиды Северной Америки
- +202 Виды Новой Зеландии
- +203 Все виды этого семейства обеих Америк
- +204 Австралийская популяция.

[The list appearing here in the original corresponds to that on pages 1299-1308.]

ПРИЛОЖЕНИЕ ГУ

КОНВЕНЦИЯ О МЕЖДУНАРОДНОЙ ТОРГОВЛЕ ВИДАМИ ДИКОЙ ФАУНЫ
И ФЛОРЫ, НАХОДЯЩИМИСЯ ПОД УГРОЗОЙ ИСЧЕЗНОВЕНИЯ

РАЗРЕШЕНИЕ НА ЭКСПОРТ НОМЕР _____

Экспортирующая страна.Действительно до: (дата)

Это разрешение выдано _____

адрес которого _____

который заявляет, что ему известны положения Конвенции, относящиеся
к экспортации _____

образца (ов), или части (ей) или деривата (ов) образца (ов) ^{1/}
 вида, указанного в Приложении I ^{1/}
 Приложении II ^{2/}
 Приложении III Конвенции, как указано ниже ^{2/}
 (разведенные в неволе или выращенные в _____) ^{2/}

Этот (эти) образец (цы) отправляется (ются) _____
адрес которого _____ в стране _____

в _____ числа _____

(подпись обратившегося за разрешением)

в _____ числа _____

(печать и подпись Административ-
ного органа, выдающего раз-
решение)1/ Указать род продукта2/ Изъять, если не применимо к данному случаю

Описание образца (образцов) или части(ей) или деривата(ов) образца(ов)
включая все поставленные метки.

Живые образцы

<u>Вид</u> (научное и обычное наименование)	<u>Число</u>	<u>Пол</u>	<u>Размер</u> (или объем)	<u>Метка</u> (если имеется)
<u>Части или дериваты</u>	<u>Количество</u>	<u>Род товара</u>	<u>Метка</u> (если имеется)	

Печати инспектирующих властей

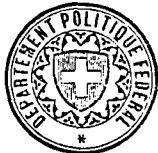
- (а) (при экспорте)
- (б) (при импорте) *)

*) Такая печать прекращает силу разрешения на дальнейшие торговые операции и это разрешение должно быть сдано Административному органу

Copies certifiées conformes des textes chinois et russe
établis par le Gouvernement des Etats-Unis d'Amérique con-
formément aux résolutions de la Conférence plénipotentiaire
chargée de conclure une Convention internationale sur le
Commerce de certaines espèces de la faune et de la flore
sauvages, à Washington, D.C., figurant dans l'Acte final
de ladite conférence

Berne, le 20 mars 1976

Pour le
DEPARTEMENT POLITIQUE FEDERAL



A. J. [Signature]
(Bührer)
Chef de la
Section des Traités internationaux

*Note by the Department of State***SIGNATORIES TO THE CONVENTION ON INTERNATIONAL
TRADE IN ENDANGERED SPECIES OF WILD FAUNA AND
FLORA**

Open for signature at Washington from March 3 through
April 30, 1973.

FOR AFGHANISTAN

FOR ALGERIA.

FOR ARGENTINA.

CARLOS M. MUNIZ

FOR AUSTRALIA.

FOR AUSTRIA.

FOR BANGLADESH.

FOR BELGIUM.

WALTER LORIDAN

FOR BOLIVIA.

FOR BOTSWANA.

FOR BRAZIL.

CELSO DINIZ

FOR BURUNDI.

FOR CAMEROON

FOR CANADA.

FOR THE CENTRAL AFRICAN REPUBLIC.

FOR COLOMBIA.

FOR COSTA RICA.

H NANNE E.

FOR CYPRUS.

ANGELOS ANGELIDES

FOR CZECHOSLOVAKIA.

FOR DENMARK.

GUNNAR SEIDENFADEN

FOR THE DOMINICAN REPUBLIC.

TIAS 8249

FOR EGYPT.

FOR EL SALVADOR.

FOR FINLAND.

FOR FRANCE.

JEAN GABARRA

FOR THE GERMAN DEMOCRATIC REPUBLIC.

FOR THE FEDERAL REPUBLIC OF GERMANY

ROLF PAULS

FOR GHANA.

FOR GREECE:

FOR GUATEMALA.

J ASENSIO WUNDERLICH

FOR GUYANA.

FOR HONDURAS:

FOR INDIA.

FOR INDONESIA.

FOR IRAN

H. IZADI

FOR ISRAEL.

ELIEZER EPHRATI

March 5, 1973

FOR ITALY

V DE BENEDICTIS

FOR JAPAN

NOBUHIKO USHIBA

30th April, 1973

FOR JORDAN

FOR KENYA.

L. O KIBINGE

30th April, 1973

FOR THE KHMER REPUBLIC:

FOR THE REPUBLIC OF KOREA.

FOR LEBANON

FOR LUXEMBOURG

JEAN WAGNER

FOR THE MALAGASY REPUBLIC:

H RAHARIJAONA

April 4th 1973

FOR MALAWI.

FOR MAURITIUS:

PIERRE GUY GIRALD BALANCY

FOR MEXICO.

FOR MONGOLIA.

FOR MOROCCO.

BADREDDINE SENOUSSI

[Romanization]

9-3-73 [March 9, 1973]

FOR THE KINGDOM OF THE NETHERLANDS.

FOR NIGER.

ABDOU LAYE DIALLO

5-3-73 [March 5, 1973]

FOR NIGERIA.

FOR PAKISTAN

FOR PANAMA.

MARINA MAYO

(sujeto ratificacion y declaracion)

FOR PARAGUAY

Ad referendum

30 de abril de 1973

MIGUEL SOLANO LOPEZ

G. CANIZA S.

FOR PERU

FOR THE PHILIPPINES:

EDUARDO ROMUALDEZ

J ALVAREZ JR

ROMEO A. ARGUELLES

FOR POLAND.

FOR PORTUGAL.

FOR RWANDA.

FOR SENEGAL.

FOR SIERRA LEONE:

FOR SOUTH AFRICA.

J S. F BOTHA.

FOR SPAIN

FOR THE SUDAN

A DAWOOD
27th April, 1973

FOR SWAZILAND.

FOR SWEDEN

LEIF LEIFLAND
April 3, 1973

FOR SWITZERLAND.

F SCHNYDER
April 2, 1973

FOR TANZANIA.

PAUL BOMANI
30th April 1973

FOR THAILAND.

THANOM PREMRASMI

FOR TOGO.

E MAWUSSI
3. 7 73. [March 7, 1973]

FOR TUNISIA.

SLAHEDDINE EL GOULLI
3-21-73

FOR TURKEY

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN
IRELAND.

P R. ODGERS

FOR THE UNITED STATES OF AMERICA.

RUSSELL E. TRAIN
CHRISTIAN A. HERTER JR.
WYMBERLEY DER. COERR

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

FOR UPPER VOLTA.

FOR VENEZUELA.

GONZALO MEDINA

FOR THE REPUBLIC OF VIET-NAM.

TRAN KIM PHUONG

FOR ZAMBIA.

FOR THE REPUBLIC OF CHINA.

JAMES C. H. SHEN

April 27, 1973

Convention du 3 mars 1973
sur le commerce international des espèces de faune
et de flore sauvages menacées d'extinction

Procès-verbal de rectification des textes
authentiques de l'accord

Je soussigné Rudolf Bührer, Chef de la Section des traités internationaux du Département politique fédéral,

Considérant qu'il est apparu que les originaux de la Convention sur le commerce international des espèces de faune et de flore sauvages menacées d'extinction, signés à Washington le 3 mars 1973, qui se trouvent déposés auprès du Gouvernement suisse, contenaient des erreurs typographiques,

Considérant que les propositions de rectifications mentionnées ci-après, qui avaient été communiquées aux Gouvernements des Etats signataires ou contractants de la convention par notification du Département politique fédéral en date du 8 septembre 1975, n'ont reçu, dans le délai fixé de 90 jours, aucune objection de la part des Etats intéressés,

Considérant qu'il y a lieu de corriger les textes originaux français, anglais et espagnol comme suit.

A. Texte français de la convention

Article IX, paragraphe 2

Les mots "d'accession, d'approbation ou d'acceptation" au paragraphe 2 de l'Article IX sont supprimés et les mots "d'acceptation, d'approbation ou d'adhésion" leur sont substitués.

Article XI, paragraphe 7

Le mot "qualifié" à la première ligne du paragraphe 7 de l'Article XI est mis au pluriel et s'écrit donc "qualifiés"

Article XII, paragraphe 1

Le mot "général" à la deuxième ligne du paragraphe 1 de l'Article XII est supprimé et le mot "exécutif" lui est substitué. La référence est ainsi faite au "Directeur exécutif du Programme des Nations Unies pour l'Environnement"

Annexe I, Interprétation: paragraphe 4

Le mot "astérique" au paragraphe 4 de l'interprétation de l'Annexe I est supprimé et le mot "astérisque" lui est substitué

Annexes I et II, Interprétations. paragraphes 4, 5, 6 et 7

Le mot "avant" dans chacun des paragraphes 4, 5, 6 et 7 des interprétations des Annexes I et II est supprimé et le mot "après" lui est substitué.

Annexe II

L'espèce Cyanoramphus novaezelandiae (AVES. PSITTACIFORMES, Psittacidae) est éliminée de l'Annexe II.

Annexe IV

Le mot "(des)" entre parenthèse est ajouté après le mot "du" à la première ligne de la page 2 de l'Annexe IV

Le mot "a" à l'avant-dernière ligne de la page 2 de l'Annexe IV est supprimé et le mot "à" lui est substitué

Noms scientifiques des Annexes I et II

Les erreurs détectées dans la nomenclature des noms scientifiques mentionnés aux Annexes I et II et les corrections correspondantes sont reportées sur la liste ci-après.

B. English text of the convention

Article XIV, paragraph 1

A comma shall be inserted after the word "taking" in sub-paragraphs (a) and (b) of paragraph 1 of Article XIV

Appendix II

The species Cyanoramphus novaezelandiae (AVES. PSITTACIFORMES, Psittacidae) shall be deleted in Appendix II.

Scientific names in Appendices I and II

The nomenclatural errors detected in the scientific names mentioned in Appendices I and II and the corrections are reported on the list hereafter

C. Texto español de la Convención

Título de la Convención

En el título de la Convención la palabra "firmado" es suprimida y reemplazada por "firmada"

Artículo VII, párrafo 1

La palabra "aduanal" de la última línea del párrafo 1 del Artículo VII es suprimida y reemplazada por la palabra "aduanero"

Artículo VIII, párrafo 5

Colocar el acento sobre la letra "i" de la palabra "Artículo" en la segunda línea del párrafo 5 del Artículo VIII. La palabra se escribe como "Artículo"

Artículo IX, párrafo 2

La palabra "las" es agregada entre las palabras "con" y "otras", en el párrafo 2 del Artículo IX. Quedando entonces. "comunicarse con las otras partes y con la Secretaría"

Artículo XIII, párrafo 1

La palabra "Ambiente" es colocada después de la palabra "Medio" en la segunda línea del párrafo 1 del Artículo XIII. El organismo en cuestión quedaría como "Programa de las Naciones Unidas para el Medio Ambiente"

Artículo XIII, párrafo 2

Colocar el acento sobre la segunda letra "i" de la palabra "científica" en la última línea del subpárrafo h) del párrafo 2 del Artículo XIII. La palabra se escribe como "científica"

Artículo XIV, párrafo 2

La palabra "posteridad" en la quinta línea del párrafo 2 del Artículo XIV es suprimida y reemplazada por la palabra "posterioridad"

Apéndice II

La especie Cyanoramphus novaezelandiae (AVES. PSITTACIFORMES, Psittacidae) es suprimida del Apéndice II.

Nombres científicos de los Apéndices I y II

Los errores encontrados en la nomenclatura de los nombres científicos citados en los Apéndices I y II y las correcciones correspondientes se detallan en la lista que sigue.

ANNEXE I / APPENDIX I / APPENDICE I

Erreurs	Corrections
Errors	Corrections
Errores	Correciones

FAUNA

1	<u>Pongo pygmaeus pygmaeus</u>	<u>Pongo pygmaeus pygmaeus</u>
2	<u>Castor fiber birulai</u>	<u>Castor fiber birulai</u>
3	<u>Felis bengalensis bengalensis</u>	<u>Felis bengalensis bengalensis</u>
4	<u>Axis (Hyelaphus) kuhlii</u>	<u>Axis (Hyelaphus) kuhlii</u>
5	<u>Blastoceros dichotomus</u> —	<u>Blastocerus dichotomus</u> —
6	<u>Lophura edwardsii</u> —	<u>Lophura edwardsii</u> —
7	<u>Amazona pretrei pretrei</u>	<u>Amazona pretrei pretrei</u>
8	<u>Dryocopus javensis richardsii</u>	<u>Dryocopus javensis richardsii</u>
9	<u>Andrias (= Megalobatrachus)</u> <u>davidianus japonicus</u>	<u>Andrias (= Megalobatrachus)</u> <u>japonicus</u>
10	<u>Andrias (= Megalobatrachus)</u> <u>davidianus davidianus</u>	<u>Andrias (= Megalobatrachus)</u> <u>davidianus</u>
11	<u>Geoclemmys (= Damonia) hamiltonii</u> —	<u>Geoclemmys (= Damonia) hamiltonii</u>
12	<u>LACERTILIA</u>	<u>SAURIA</u>

FLORA

13	<u>Alocasia sanderiana</u>	<u>Alocasia sanderana</u>
14	<u>Ammopiptanthus mongolicum</u>	<u>Ammopiptanthus mongolicus</u>
15	<u>MELIACEAE Tachigalia versicolor</u>	<u>LEGUMINOSAE Tachigalia versicolor</u>
16	<u>Batocarpus costaricense</u>	<u>Batocarpus costaricensis</u>
17	<u>Cattleya jongheana</u>	<u>Laelia jongheana</u>
18	<u>Abies guatamalensis</u>	<u>Abies guatemalensis</u>
19	<u>TAXACEAE Fitzroya cupressoides</u>	<u>CUPRESSACEAE Fitzroya cupressoides</u>

ANNEXE II / APPENDIX II / APPENDICE II

Erreurs	Corrections
Errors	Corrections
Errores	Correciones

FAUNA

20	Viveridae -	Viverridae —
21	<u>Orycteropidae</u>	<u>Orycteropodidae</u>
22	<u>Ithaginus cruentus</u>	<u>Ithaginis cruentus</u>
23	COLUMBIFORMES -	COLUMBIFORMES —

24	<u>Tanygnathus luzoniensis</u>	<u>Tanygnathus lucionensis</u>
25	<u>Turaco corythaix</u>	<u>Tauraco corythaix</u>
26	<u>Ambystoma dumerillii</u>	<u>Ambystoma dumerili</u>
27	<u>Crocodylus johnsoni</u>	<u>Crocodylus johnsoni</u>
28	Dermochelidae	Dermochelyidae
29	<u>LACERTILIA</u>	<u>SAURIA</u>
30	<u>Cololophus subcristatus</u>	<u>Conolophus subcristatus</u>

FLORA

31	<u>Panax quinquefolium</u>	<u>Panax quinquefolius</u>
32	<u>Cyathea (Hemitelia) capensis</u>	<u>Cyathea (Hemitelia) capensis</u>
33	<u>Cyathea dredgei</u>	<u>Cyathea dregei</u>
34	<u>Arenga ipot</u>	<u>Areca ipot</u>
35	<u>Solanum sylvestris</u>	<u>Solanum sylvestre</u>

Ai fait procéder aux rectifications correspondantes dans les originaux de la convention.

En foi de quoi, j'ai signé le présent procès-verbal à Berne, le 10 mars 1976.



Thim

TRANSLATION

Convention of March 3, 1973
on International Trade in Endangered
Species of Wild Fauna and Flora

Procès-verbal of corrections made in
the authentic texts of the Convention

I, the undersigned, Rudolf Bührer, Chief, International
Treaties Section, Federal Political Department,
Whereas.

The originals of the Convention on International Trade in
Endangered Species of Wild Fauna and Flora, signed at Washington on
March 3, 1973, deposited with the Swiss Government, proved to contain
typographical errors,

The proposed corrections listed hereinafter, which were communicated
to the Governments of the Signatory or Contracting States Party to the
Convention by notification of the Federal Political Department dated
September 8, 1975, met with no objections from the States concerned
within the 90-day period stipulated,

The original French, English, and Spanish texts should be
corrected as follows

A. French Text of the Convention

Article IX(2)

The words "d'accession, d'approbation ou d'acceptation" in Article IX(2)
have been deleted and replaced by the words "d'acceptation, d'approbation
ou d'adhésion."

Article XI(7)

The word "qualifié" in the first line of Article XI(7) has been changed to the plural and is now written as "qualifiés."

Article XII(1)

The word "général" in line 2 of Article XII(1) has been deleted and replaced by the word "exécutif." Therefore, reference is now made to the "Directeur exécutif du Programme des Nations Unies pour l'Environnement."

Appendix I, Interpretation, paragraph 4

The word "astérique" in paragraph 4 of the interpretation of Appendix I has been deleted and replaced by the word "astérisque."

Appendices I and II, Interpretations, paragraphs 4, 5, 6, and 7

The word "avant" in paragraphs 4, 5, 6, and 7 of the interpretations of Appendices I and II has been deleted and replaced by "après."

Appendix II

The species Cyanoramphus novaezelandiae (AVES PSITTACIFORMES, Psittacidae) has been deleted from Appendix II.

Appendix IV

The word "(des)" in parentheses has been inserted after the word "du" in line 1, page 2, of Appendix IV

The word "a" in the penultimate line of page 2 of Appendix IV has been deleted and replaced by the word "a."

Scientific names in Appendices I and II

The errors detected in the nomenclature of scientific names in Appendices I and II and the corresponding corrections are given in the following list.

B. English Text of the Convention

[See p. 1353.]

C. Spanish Text of the ConventionTitle of the Convention

The word "firmado" in the title of the Convention has been deleted and replaced by the word "firmada."

Article VII(1)

The word "aduanal" in the last line of Article VII(1) has been deleted and replaced by the word "aduanero."

Article VIII(5)

Supply an accent over the letter "i" of the word "Articulo" in line 2 of Article VIII(5), making the word "Artículo."

Article IX(2)

The word "las" has been inserted between the words "con" and "otras" in Article IX(2), making the sentence read "comunicarse con las otras partes y con la Secretaría."

Article XII(1)

The word "Ambiente" has been inserted after the word "Medio" in line 2 of Article XII(1). Hence the name of the agency now reads "Programa de las Naciones Unidas para el Medio Ambiente."

Article XII(2)

Supply an accent over the second letter "i" in the word "cientifica" in the last line of Article XII(2)(i), making the word read "científica."

Article XIV(2)

The word "posteridad" in line 5 of Article XIV(2) has been deleted and replaced by the word "posterioridad."

Appendix II

The species Cyanoramphus novaezelandiae (AVES PSITTACIFORMES, Psittacidae) has been deleted from Appendix II.

Scientific names in Appendices I and II

The errors detected in the nomenclature of scientific names in Appendices I and II and the corresponding corrections are given in the following list.

[See pp. 1355-1357]

Have caused the corresponding corrections to be made in the originals of the Convention.

In witness whereof, I have signed this procès-verbal at Bern on March 10, 1976.

[SEAL] R. Bührer

AUSTRIA

Air Charter Services

*Agreement amending the interim agreement of November 6, 1973.
Effectuated by exchange of letters
Signed at Vienna December 10 and 22, 1975,
Entered into force December 22, 1975.*

The American Embassy to the Federal Ministry for Foreign Affairs

VIENNA, AUSTRIA December 10, 1975

Minister Dr JOHANN JOSEF DENGLER
*Federal Ministry for Foreign Affairs
Ballhausplatz 2
1010 Wien*

DEAR MINISTER DENGLER.

The Embassy has been informed by the Department of State that, because of previous commitments, the U.S. civil aviation delegation currently in Europe will unfortunately not be able to visit Vienna for talks on air charter services on December 18 and 19, as you had proposed. The delegation hopes, however, to have an opportunity for such talks with the Government of Austria within the first sixty days of 1976.

The interim agreement [¹] between the United States and Austria concerning charters, which remains in effect, does not cover the new categories of charters adopted by the U.S. Civil Aeronautics Board (CAB), namely, "one-stop inclusive tour" charters (OTCs) and "special event" charters (SECs). In order to avoid any adverse effects on the charter traffic between our two countries, the U.S. Government would like to propose that the Austrian authorities accept U.S. OTCs and SECs, at least until our two delegations have had an opportunity to meet early next year.

^¹ Exchange of letters November 6, 1973. TIAS 7751, 24 UST 2287

The Embassy hopes that this proposal will be acceptable to the Austrian authorities and would appreciate receiving your reply at your earliest convenience.

With best personal regards,

Sincerely yours,

HENRY BARDACH

Henry Bardach
*Counselor of Embassy for
Economic/Commercial Affairs*

The Federal Ministry for Foreign Affairs to the American Embassy

BUNDESMINISTERIUM
FÜR
AUSWÄRTIGE ANGELEGENHEITEN [1]
No.224.14.04/11-III/1/75

WIEN, 22nd December, 1975

Dear Sir,

I have the honour to refer to your letter of December 10, 1975, in which you express the hope for talks with the Austrian Government on a bilateral air charter agreement within the first 60 days of 1976 and in which you propose that, pending such an agreement the interim understanding of November 6, 1973, on this matter should be extended to include the new categories of charters adopted by the U.S. Civil Aeronautics Board (CAB), namely "one-stop inclusive tour" charters (OTCs) and "special event" charters (SECs).

On behalf of the Federal Minister of Transport and duly authorized by the former, I have the honour herewith to express the acceptance of your aforementioned proposal. Your letter of December 10, 1975, together with this reply shall therefore constitute an amendment to the bilateral interim understanding of November 6, 1973, as contained in the letter of the Austrian Federal Minister of Transport to your Ambassador of the same date.

Sincerely yours,

91

(Dr. Johann Dengler)
Envoy Extraordinary and Minister
Plenipotentiary

Mr.
Henry BARDACH
Counselor of Embassy for
Economic Affairs

W. 10. 3

¹ In translation reads "Federal Ministry for Foreign Affairs"

CANADA

Reciprocal Fishing Privileges

*Agreement extending the agreement of June 15, 1973,
as extended.*

*Effectuated by exchange of notes
Signed at Ottawa April 14 and 22, 1976;
Entered into force April 22, 1976.*

The Canadian Secretary of State for External Affairs to the American Ambassador

Department of External Affairs



Ministère des Affaires étrangères
Canada

Ottawa, April 14, 1976.

No. 740-532

Excellency,

I have the honour to refer to the agreement between the Government of Canada and the Government of the United States of America on reciprocal fishing privileges in certain areas off their coasts, done at Ottawa on June 15, 1973, [¹] and now due to expire on April 24, 1976.

Paragraph eight (8) of that agreement provides that representatives of the two governments shall consult prior to the expiration of the period of its validity with a view to possible amendment and/or extension.

Such consultation has taken place, and the Government of Canada considers it desirable to extend the agreement for a further period of time. I, therefore, have the honour to propose, on behalf of the Government of Canada, that this agreement be extended to April 24, 1977, and that at any time during the period of extension, upon request of either government, both governments agree to meet to review the terms of the agreement.

I have the honour further to propose that, if acceptable, this Note, which is authentic in English and in French, and your Excellency's reply to that effect shall constitute an agreement between our two governments, which

His Excellency Thomas Ostrom Enders
Ambassador of the United States of America
Ottawa.

¹ TIAS 7676, 8057, 24 UST 1729; 26 UST 554.

shall enter into force on the date of your reply.

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


[¹]
Allan MacEachen
Secretary of State for
External Affairs.

¹ Allan MacEachen

French Text of the Canadian Note

Department of External Affairs
Canada



Ministère des Affaires étrangères

Canada

Ottawa, le 14 avril 1976.

No FLO-538

Excellence,

J'ai l'honneur de me référer à l'accord entre le Gouvernement du Canada et le Gouvernement des Etats-Unis d'Amérique relativement aux priviléges réciproques de pêche dans certaines régions sises au large de leurs côtes qui a été fait à Ottawa, le 15 juin 1973, et qui doit maintenant venir à terme le 24 avril 1976.

Le paragraphe huit (8) de cet accord prévoit que des représentants des deux gouvernements se consulteront avant l'expiration de la période de validité afin d'étudier la possibilité d'apporter des modifications à l'accord ou de le proroger.

Cette consultation a eu lieu, et le Gouvernement du Canada estime souhaitable de proroger l'accord. J'ai l'honneur, par conséquent, de vous proposer, au nom du Gouvernement du Canada, que l'accord reste en vigueur jusqu'au 24 avril 1977, et qu'à tout moment, pendant la durée de cet accord, les deux gouvernements acceptent de se réunir à la requête d'une des parties afin de procéder à l'examen des dispositions de l'accord.

J'ai l'honneur de proposer, en outre, que, si elle vous agrée, la présente note, dont les textes français et anglais font également foi, et

Son Excellence Monsieur Thomas Ostrom Enders
Ambassadeur des Etats-Unis d'Amérique
Ottawa.

votre réponse à cet effet, constituent entre nos deux gouvernements un accord qui entrera en vigueur à la date de votre réponse.

Veuillez agréer, Excellence, les assurances renouvelées de ma très haute considération.


Le Secrétaire d'Etat
aux Affaires extérieures

TIAS 8251

*The American Ambassador to the Canadian Secretary of State for
External Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA

No. 81

OTTAWA, April 22, 1976

SIR:

I have the honor to refer to your note of April 14, 1976, proposing that the agreement between the Government of Canada and the Government of the United States of America on reciprocal fishing privileges in certain areas off their coasts, signed at Ottawa on June 15, 1973, as extended, be further extended to April 24, 1977, and that at any time during the period of extension, upon the request of either government, both governments agree to meet to review the terms of the agreement.

In reply, I have the honor to inform you that the proposal set forth in your note is acceptable to the Government of the United States of America, which agrees that your note, which is authentic in English and French, and this reply, shall constitute an agreement between our two governments, which shall enter into force on the date of this reply.

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

THOMAS O. ENDERS

The Honorable

ALLAN MACEACHEN, P.C.,
*Secretary of State for
External Affairs,
Ottawa.*

CHILE

Double Taxation: Taxes on Aircraft Earnings

*Agreement effected by exchange of notes
Signed at Santiago December 29 and 31, 1975;
Entered into force January 30, 1976;
Effective January 1, 1975.*

The American Ambassador to the Chilean Minister of Foreign Relations

EMBASSY OF THE UNITED STATES OF AMERICA
SANTIAGO, CHILE

No. 385

DECEMBER 29, 1975

EXCELLENCY:

I have the honor to refer to recent conversations between representatives of the Government of the United States of America and representatives of the Government of the Republic of Chile relating to the possibility of concluding an agreement between the two Governments with a view to granting, on a reciprocal basis, relief from double taxation on earnings derived from the operation of aircraft. The Government of the United States of America agrees as follows:

1. The Government of the United States of America, in accordance with Sections 872(B) and 883(A) of its Internal Revenue Code of 1954,^[1] shall, on the basis of equivalent exemptions granted by the Government of the Republic of Chile to citizens of the United States of America and to corporations organized in the United States of America, exclude from gross income and exempt from income tax all earnings derived

A. By a corporation organized in the Republic of Chile, or

B. By an individual who is

(i) A citizen of the Republic of Chile and

(ii) A nonresident alien as to the United States of America from the operation of aircraft registered under the laws of the Republic of Chile, including income from the incidental lease of aircraft or containers.

2. This agreement shall be applicable with respect to taxable years beginning on or after the first day of January, 1975.

¹ 68A Stat. 280, 283; 26 U.S.C. §§ 872(b), 883(a).

3. Either of the two Governments may terminate this agreement by giving the other Government six months' prior notice of termination in writing and, in such event, the agreement shall cease to be effective for the taxable years beginning on or after the first day of January next following the expiration of the six-month period.

The Government of the United States of America will consider this Note, together with Your Excellency's Note of reply confirming that the Government of the Republic of Chile agrees to terms corresponding to those outlined above, as constituting the agreement between the two Governments. The present agreement shall enter into force upon receipt from the Government of Chile of written notification that its required constitutional procedures have been fulfilled, provided this is completed by January 31, 1976.^[1]

Accept, Excellency, the assurances of my highest and most distinguished consideration.

DAVID H. POPPER

His Excellency
Vice Admiral PATRICIO CARVAJAL PRADO
Minister of Foreign Relations
Santiago, Chile

The Chilean Minister of Foreign Relations to the American Ambassador

REPUBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORES

Nº 23745

SANTIAGO, 31 DI 1975

SEÑOR EMBAJADOR:

Tengo el honor de acusar recibo de la Nota N° 385 de Vuestra Excelencia de fecha 29 de diciembre de 1975, en la que se hace referencia a las recientes conversaciones entre representantes del Gobierno de la República de Chile y representantes del Gobierno de los Estados Unidos de América relativas a la posibilidad de suscribir un acuerdo entre los dos Gobiernos tendiente a otorgar, sobre una base recíproca, exención de doble impuesto sobre ingresos derivados de la operación de aeronaves. Se ha tomado nota de que el Gobierno de los Estados Unidos de América está de acuerdo con ciertos términos según delineado en dicha Nota. Recíprocamente, el Gobierno de la República de Chile concuerda como sigue:

1. El Gobierno de la República de Chile, sobre la base de exenciones equivalentes otorgadas por el Gobierno de los Estados Unidos de América a ciudadanos de la República de Chile y a corporaciones organizadas en la República de Chile, excluirá del impuesto sobre

¹ Jan. 30, 1976.

ingresos brutos y eximirá del impuesto a la renta todos los ingresos derivados

A. Por una corporación organizada en los Estados Unidos de América, o

B. Por un individuo que sea

(i) Un ciudadano de los Estados Unidos de América y

(ii) Un extranjero no residente en la República de Chile

de la operación de aeronaves inscritas en los registros según las leyes de los Estados Unidos de América, incluyendo los ingresos por concepto de arriendos incidentales de aeronaves o contenedores.

2. Este acuerdo será aplicable con respecto a los años tributarios que principien en o después del primer día de enero de 1975.

3. Cualquiera de los dos Gobiernos podrá poner fin a este Convenio dando al otro Gobierno un aviso previo por escrito de seis meses y, en tal caso, el Convenio dejará de ser efectivo por los años tributarios que principien en o después del primer día de enero siguiente a la expiración del período de seis meses.

El Gobierno de la República de Chile considera que la Nota de Vuestra Excelencia arriba mencionada, junto con esta Nota respuesta, constituyen el acuerdo entre los dos Gobiernos, el que entrará en vigencia al entregarse por parte del Gobierno de Chile al Gobierno de los Estados Unidos de América una notificación escrita de que los procedimientos constitucionales necesarios han sido cumplidos, siempre que esto estuviere terminado antes del 31 de enero de 1976.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

P CARVAJAL

Patricio Carvajal Prado
*Ministro de Relaciones
Exteriores*

Al Excmo. Señor

DAVID H. POPPER

*Embajador de los Estados Unidos de America
Presente*

Translation

REPUBLIC OF CHILE
MINISTRY OF FOREIGN RELATIONS

No. 23745

SANTIAGO, December 31, 1975

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note No. 385 dated December 29, 1975, referring to recent conversations between representatives of the Government of the Republic of Chile and representatives of the Government of the United States of America concerning the possibility of concluding an agreement between the two Governments with a view to granting, on a reciprocal basis, relief from double taxation on income derived from the operation of aircraft. It has been noted that the Government of the United States of America agrees with certain terms as set forth in the aforesaid note. For its part, the Government of the Republic of Chile agrees as follows:

1. The Government of the Republic of Chile shall, on the basis of equivalent exemptions granted by the Government of the United States of America to citizens of the Republic of Chile and to corporations organized in the Republic of Chile, exclude from gross income tax and exempt from income tax all earnings derived.

A. By a corporation organized in the United States of America, or
B. By an individual who is

- (i) A citizen of the United States of America and
- (ii) A nonresident alien in the Republic of Chile

from the operation of aircraft registered under the laws of the United States of America, including income from the incidental lease of aircraft or containers.

2. This agreement shall be applicable with respect to taxable years beginning on or after the first day of January 1975.

3. Either of the two Governments may terminate this agreement by giving the other Government six month's prior notice in writing and, in such event, the agreement shall cease to be effective for the taxable years beginning on or after the first day of January following the expiration of the six-month period.

The Government of the Republic of Chile considers that the above-mentioned note from Your Excellency, together with this note in reply, shall constitute the agreement between the two Governments. The agreement shall enter into force upon receipt from the Government of Chile by the Government of the United States of America of written notification that the necessary constitutional procedures have been fulfilled, provided this is completed by January 31, 1976.

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

P. CARVAJAL

PATRICIO CARVAJAL PRADO
Minister of Foreign Relations

His Excellency

DAVID H. POPPER,
Ambassador of the
United States of America,
Santiago.

BRAZIL

Fisheries: Shrimp

*Agreement, with agreed minute, signed at Brasilia March 14, 1975;
Ratification advised by the Senate of the United States of America
October 28, 1975;*

*Ratified by the President of the United States of America
December 22, 1975;*

*Notes regarding entry into force exchanged between the United
States of America and Brazil February 25 and March 22, 1976;
Proclaimed by the President of the United States of America
May 27, 1976;*

Entered into force March 22, 1976.

With exchanges of notes

Dated at Brasilia March 14, 1975.

And aide memoire

Dated at Brasilia February 24 and 27, 1975.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Agreement between the United States of America and the Federative Republic of Brazil concerning Shrimp, with an Agreed Minute, was signed at Brasilia on March 14, 1975, the text of which Agreement and the Agreed Minute, is hereto annexed;

The Senate of the United States of America by its resolution of October 28, 1975, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Agreement and the Agreed Minute;

The Agreement and the Agreed Minute were ratified by the President of the United States of America on December 22, 1975, in pursuance of the advice and consent of the Senate;

The Agreement entered into force on March 22, 1976, notes having been exchanged by the Government of the United States of America and the Government of the Federative Republic of Brazil, pursuant to Article XI of the Agreement;

Now, THEREFORE, I, Gerald R. Ford, President of the United States of America, proclaim and make public the Agreement and the Agreed Minute, to the end that it shall be observed and fulfilled with good faith on and after March 22, 1976, 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 twenty-seventh day of May
in the year of our Lord One thousand nine hundred seventy-
[SEAL] six and of the Independence of the United States of America
the two hundred sixth.

GERALD R. FORD.

By the President:

HENRY A. KISSINGER
Secretary of State

/

AGREEMENT BETWEEN THE GOVERNMENTS OF
THE UNITED STATES OF AMERICA
AND
THE FEDERATIVE REPUBLIC OF BRAZIL
CONCERNING SHRIMP

The Parties to this Agreement,

Considering that the Agreement concerning shrimp of May 9, 1972, [¹] between them will soon terminate and that mutually satisfactory arrangements concerning shrimp should be continued;

Note that the Government of the Federative Republic of Brazil continues to consider

that its territorial sea extends to a distance of 200 nautical miles from its coast,

that the exploitation of living resources within the Brazilian territorial sea is reserved to Brazilian fishing vessels,

that exceptions to this can be granted by international agreement, and

that the Government of the Federative Republic of Brazil is willing to allow United States shrimp fishing vessels to operate in the area defined in this Agreement, in accordance with the terms of this Agreement, during the period in which the Brazilian fishing industry is unable to utilize the shrimp of the area;

Note also that the Government of the United States of America continues to consider

that it is not obligated under international law to recognize territorial seas claims of more than three nautical miles nor fisheries jurisdiction of more than 12 nautical miles from the coast,

¹ TIAS 7603, 7980; 24 UST 923; 25 UST 3159.

that the area defined in this Agreement is high seas where all nations enjoy freedom of fishing in accordance with international law, and

that all nations have a duty to conserve the living resources of the high seas and may enter into international agreements to this effect; and further

Recognizing that the difference in the respective juridical positions of the Parties may give rise to certain problems relating to the conduct of certain shrimp fisheries;

Considering the tradition of both Parties for resolving international differences by having recourse to negotiation;

Aware of the common desire of the Parties to further develop cooperation between the two countries with respect to research concerning the resources of the sea and to encourage joint ventures for the development of the shrimp resources of the sea;

Concluding that, while general international solutions to issues of maritime jurisdiction are being sought and until more adequate information regarding the shrimp fisheries is available, it is desirable to maintain an agreement which takes into account, inter alia, their mutual interests in the conservation of the shrimp resources of the area;

Having arrived at an accommodation for the conduct of shrimp fisheries without prejudice to either Party's juridical position concerning the extent of territorial seas or fisheries jurisdiction under international law;

Have agreed as follows:

ARTICLE I

This Agreement shall apply to the fishery for shrimp (Penaeus (M) duorarum notialis, Penaeus brasiliensis and Penaeus (M) aztecus subtilis) in an area of the broader region in which the shrimp fisheries of the Parties are conducted, hereinafter referred to

as the "area of agreement" and defined as follows: the waters off the coast of Brazil having the isobath of thirty (30) meters as the south-west limit and the latitude 1° north as the southern limit and 47° 30' west longitude as the eastern limit.

ARTICLE II

- (1) Taking into account their common concern with preventing the depletion of the shrimp stocks in the area of agreement and the substantial difference in the stages of development of their respective fishing fleets, which results correspondingly in different kinds of impact on the resources, the two Parties agree that, during the term of this Agreement, the Government of the Federative Republic of Brazil is to apply the measures set forth in Annex I to this Agreement and the Government of the United States of America is to apply the measures set forth in Annex II to this Agreement.
- (2) The measures set forth in the Annexes may be changed by agreement of the Parties through consultation pursuant to Article X.

ARTICLE III

- (1) Information on catch and effort and biological data relating to shrimp fisheries in the area of agreement shall be collected and exchanged, as appropriate, by the Parties. Unless the Parties decide otherwise, such exchange of information shall be made in accordance with the procedure described in this Article.
- (2) Each vessel fishing under this Agreement shall maintain a fishing log, according to a commonly agreed model. Such fishing logs shall be delivered quarterly to the appropriate Party which shall use the data therein contained, and other information it obtains about the area of agreement, to prepare reports on the fishing conditions in that area, which shall be transmitted periodically to the other Party as appropriate.

(3) The Parties consider it desirable to expand research on shrimp, on a national basis as well as in the form of coordinated research, according to a program developed by the scientists of both Parties. Scientists duly appointed by the two Parties shall meet periodically, but at least once each year, for the purpose of exchanging scientific data, publications, and knowledge on shrimp stocks and fishing effort in the area of agreement, to exchange information on research plans and to develop coordinated research programs.

ARTICLE IV

- (1) The Party which under Article V has the responsibility for enforcing observance of the terms of this Agreement shall receive from the other Party the information necessary for the identification and other enforcement functions, particularly the following:
 - a) name of vessel;
 - b) official number and agreement number;
 - c) port of registry and usual port of operation of the vessel;
 - d) a photograph of the vessel, accompanied by its general description, including colors of side, deck house, top of house and trim, speed and horse power of the main engine;
 - e) radio frequency and radio call letters for the establishment of communications;
 - f) methods and equipment employed for catching;
- (2) Such information shall be assembled and organized by the flag Government and communications relating to such information shall be conveyed to the Party responsible under Article V for the enforcement of this Agreement.
- (3) The Party which receives such information shall verify whether it is complete and in good order, and shall inform the other Party about the vessels found to comply with the requirements

of paragraph 1 of this Article, as well as about those which would, for some reason, require further consultation among the Parties.

- (4) The information referred to in the present Article shall include a translation in the addressee's language.
- (5) Each shrimp fishing vessel flying the flag of the United States operating pursuant to this Agreement shall display an identification sign agreed between the Parties. The Parties shall also agree upon other measures to facilitate the implementation of this Agreement.

ARTICLE V

- (1) In view of the fact that Brazilian authorities can carry out an effective enforcement presence in the area of agreement, the two Parties agree that the Government of Brazil shall carry out such enforcement to ensure that the conduct of shrimp fisheries conforms with the provisions of this Agreement.
- (2) A duly authorized official of Brazil, in exercising the responsibility described in paragraph 1 of this Article may, if he has reasonable cause to believe that any provision of this Agreement has been violated, board and search a shrimp fishing vessel. Such action shall not unduly hinder fishing operations. When, after boarding, or boarding and searching a vessel, the official continues to have reasonable cause to believe that any provision of this Agreement has been violated, he may seize and detain such vessel. In the case of a boarding or seizure and detention of a United States vessel, the Government of Brazil shall promptly inform the Government of the United States of its action.
- (3) After satisfaction of the terms of Article VI as referred to in paragraph 4 of this Article, a United States vessel seized and detained under the terms of this Agreement shall, as soon as practicable, be delivered to an authorized official of the

United States at the nearest port to the place of seizure, or any other place which is mutually acceptable to the competent authorities of both Parties. The Government of Brazil shall, after delivering such vessel to an authorized official of the United States, provide a certified copy of the full report of the violation and the circumstances of the seizure and detention.

- (4) If the reason for seizure and detention falls within the terms of Article II or Article IV, paragraph 5 of this Agreement, a United States vessel seized and detained shall be delivered to an authorized official of the United States, after satisfaction of the terms of Article VI relating to unusual expenses.
- (5) If the nature of the violation warrants it, and after carrying out the provision of Article X, vessels may also suffer forfeiture of that part of the catch determined to be taken illegally and forfeiture of the fishing gear.
- (6) In the case of vessels delivered to an authorized official of the United States under paragraphs 3 or 4 of this Article, the Government of Brazil will be informed of the institution and disposition of any case by the United States.

ARTICLE VI

The Government of the United States of America will pay an amount to the Government of the Federative Republic of Brazil, in connection with the operation of this Agreement, as well as any unusual expenses incurred in carrying out the seizure and detention of a United States vessel under the terms of paragraph 2 of Article V, as determined in an exchange of Notes between the two Governments.

ARTICLE VII

The implementation of this Agreement may be reviewed at the request of either Party six months after the date on which this Agreement becomes effective, in order to deal with administrative issues arising in connection with this Agreement.

ARTICLE VIII

The Parties shall co-operate in the development of their fishing industries; the expansion of the international trade of fishery products; the improvement of storage, transportation and marketing of fishery products; and the encouragement of joint ventures between the fishing industries of the two Parties.

ARTICLE IX

Nothing contained in this Agreement shall be interpreted as prejudicing the position of either Party regarding the matter of territorial seas or fisheries jurisdiction under international law.

ARTICLE X

Problems concerning the interpretation and implementation of this Agreement shall be resolved through diplomatic channels.

ARTICLE XI

This Agreement shall enter into force on the date mutually agreed by exchange of notes, upon completion of the internal procedures of both Parties, [1] and it shall remain in force until December 31st, 1976.

In witness whereof the undersigned Representatives have signed the present Agreement and affixed thereto their seals.

Done at Brasilia this fourteenth of March, 1975, in duplicate in the English and Portuguese languages, both texts being equally authentic.

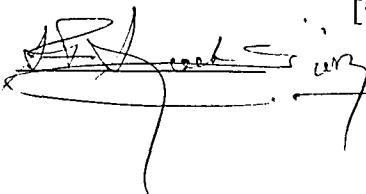
FOR THE UNITED STATES OF AMERICA

[2]

John Hugh Crimmins

FOR THE FEDERATIVE REPUBLIC
OF BRAZIL

[3]



¹ Mar. 22, 1976.

² John Hugh Crimmins

³ A. F. Azeredo da Silveira

ANNEX I

- a) Prohibition of shrimp fishing activities, for conservation purposes, in spawning and breeding areas;
- b) Prohibition of the use of chemical, toxic or explosive substances in or near fishing areas;
- c) Registry of all fishing vessels with the Maritime Port Authority (Capitania dos Portos) and with SUDEPE;
- d) Payment of fees and taxes for periodical inspections;
- e) Use of the official fishing logs to be returned to SUDEPE after each trip or weekly;
- f) Prohibition of the use of fishing gear and or other equipment considered by SUDEPE to have destructive effects on the stocks;
- g) Prohibition of discharging oil and polluting waste.

A handwritten signature in black ink, appearing to read "J. E. L." or a similar variation.

ANNEX II

- (a) Not more than 325 vessels flying the United States flag shall shrimp in the area of agreement. The United States Government shall communicate quarterly to the Brazilian Government lists of vessels authorized to fish in that area. These lists shall contain not more than 200 vessels authorized to fish during any quarter of the first year of the Agreement; and not more than 175 vessels authorized to fish during any quarter of the second year. Of these vessels, not more than 160 and not more than 120 shall fish at any one time, during the first and the second year of the Agreement (1975 and 1976), respectively, as documented by the fishing logs conveyed quarterly to the Brazilian authorities. Such vessels shall be of the same type (up to approximately 85 feet in length) and have the same gear as those employed in the fishery until now. They shall not employ, in fishing operations, electrical fishing equipment, nor shall chemical, toxic, explosive or polluting substances, or other material with similar destructive effect be employed.
- (b) Shrimp fishing in the area of agreement shall be limited to the period from March 1st to November 30th.
- (c) Shrimp fishing in that part of the area of agreement Southeast of a bearing of 240° from Ponta do Céu radiobeacon shall be limited to the period from March 1st to July 1st.
- (d) Transshipment of catch may be made only between vessels fishing in the area of agreement under the terms of the Agreement.



AGREED MINUTE

1. The Delegations of the Government of the United States of America and the Government of the Federative Republic of Brazil consider it desirable to record the points set forth below relating to the Agreement between the two Governments concerning shrimp signed today.

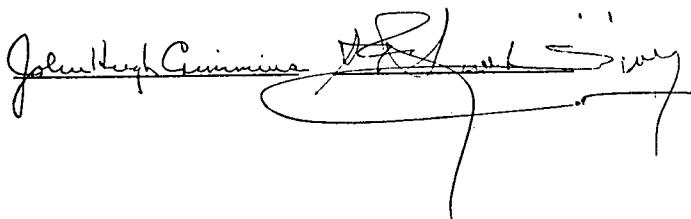
2. The United States delegation took note of the amount of US\$3,400 (three thousand four hundred U.S. dollars) per year per vessel fishing within the provisions of the Agreement, in the area of agreement, required by the Brazilian Government as a fee to operate the Agreement. The United States delegation understands that the United States Government will pay the amount of US\$361,000 (three hundred and sixty one thousand dollars) to cover the enforcement costs in connection with Article V, paragraph 1, in each of the two years covered by the Agreement (1975 and 1976), as provided for in the exchange of notes and in connection with the actual seizure of a United States flag shrimp vessel by Brazilian enforcement authorities pursuant to the terms of Article V, paragraph 2, will pay \$500 for each day during which a United States vessel is being escorted to port and \$200 per day while the United States vessel is in port, as provided for in the exchange of Notes.

3. Both the Brazilian and the United States Delegations agreed that if, as a result of new information which becomes available through scientific research, there is acceptable evidence to justify the reappraisal of the total fishing capacity of the area referred to in Article I, or of the definition of the fishing season, any of the Parties may ask the other for a consultation to revise the Agreement accordingly. Any modifications so agreed shall come into force when they have been confirmed by an exchange of notes between the Parties.

4. With reference to item (a) of Annex II, the Brazilian delegation invited the United States delegation to consider the possibility of establishing within the United States Government a system to ensure control of the number of vessels allowed in the area of agreement so as to make it possible, in future arrangements, that the two Parties may agree to provisions for one single allocation of vessels, applicable to both registered vessels and the quota of vessels to be present in the area.

5. It is the understanding of both Delegations that the information referred to in Article IV, paragraph 1, will be transmitted to the Party responsible under Article V for the enforcement of this Agreement at least 15 days before any vessel included in this information starts fishing in the area of agreement, noting that the above mentioned delay shall be counted from the day the latter receives such information.

FOR THE UNITED STATES OF AMERICA FOR THE FEDERATIVE REPUBLIC
OF BRAZIL


John Hugh Cinnirella R. L. Avery

ACORDO ENTRE OS GOVERNOS DOS ESTADOS UNIDOS DA AMÉRICA E
DA REPÚBLICA FEDERATIVA DO BRASIL SOBRE CAMARÃO.

AS PARTES DESTE ACORDO

Considerando que o Acordo sobre Camarão de 9 de maio de 1972, entre as mesmas, expirará em breve, e que ajustes mutuamente satisfatórios a respeito de camarão devem ser mantidos;

Notam que o Governo da República Federativa do Brasil continua a considerar:

que seu mar territorial se estende até a distância de 200 milhas marítimas a contar do seu litoral,

que a exploração de recursos vivos dentro do mar territorial brasileiro está reservada a barcos pesqueiros do Brasil,

que exceções podem ser feitas a este princípio por meio de acordo internacional, e

que o Governo da República Federativa do Brasil está disposto a permitir que barcos camaroneiros dos Estados Unidos operem na área definida no presente Acordo, em conformidade com os seus termos, durante o tempo em que a indústria brasileira de pesca não estiver habilitada a utilizar os recursos de camarão da área;

Notam igualmente que o Governo dos Estados Unidos da América continua a considerar:

que não está obrigado pelo direito interna

internacional a reconhecer reivindicações de mar territorial superiores a três milhas marítimas, bem como jurisdições de pesca de mais de doze milhas marítimas a contar do litoral,

que a área definida neste Acordo é alto mar, onde todas as nações gozam de liberdade de pesca, de acordo com o direito internacional, e

que todas as nações têm o dever de conservar os recursos vivos do alto mar, e podem assinar acordos internacionais para este fim; e ainda

Reconhecendo que a diferença entre suas posições jurídicas respectivas pode criar problemas relativos às operações de pesca de camarão;

Considerando a tradição das duas Partes de resolver diferenças internacionais por recurso à negociação;

Conscientes de seu desejo comum de desenvolver ainda mais a cooperação entre os dois países no tocante à pesquisa dos recursos do mar, e de encorajar empreendimentos comuns para o desenvolvimento dos recursos camaroneiros do mar;

Concluindo ser desejável, enquanto se buscam soluções internacionais genéricas para os problemas de jurisdição marítima, e até que informações mais adequadas sobre a pesca de camarão estejam disponíveis, manter um acordo que leve em consideração, inter alia, seus interesses mútuos na conservação dos recursos de camarão da área;

Havendo chegado a um ajuste sobre as operações da pesca de camarão, sem prejuízo da posição jurídica de cada uma delas a respeito da extensão do seu mar territorial ou da sua jurisdição de pesca sob o direito internacional,

CONVIERAM NO SEGUINTE:

ARTIGO I

Este Acordo aplicar-se-á à pesca de camarão (Penaeus (M.) duorarum notialis, Penaeus brasiliensis e Penaeus (M.) aztecus subtilis) numa área situada numa região mais ampla na qual se desenrolam as atividades de pesca de camarão das Partes, daqui por diante denominada "área acordada" e que se situa nas águas ao largo da costa do Brasil, delimitada a sudoeste pela isóbata de (30) metros, ao Sul pela latitude de 1° Norte e a Leste pela longitude de 47° 30' Oeste.

ARTIGO II

(1) Tendo em vista o interesse comum em evitar o esgotamento dos estoques de camarão na área acordada e a considerável diferença de estágios de desenvolvimento das respectivas frotas pesqueiras de que resultam, de maneira correspondente, diferentes formas de impacto sobre os recursos, as duas Partes concordam que, durante a vigência deste Acordo, o Governo da República Federativa do Brasil fará aplicar as medidas estabelecidas no Anexo I deste Acordo e que o Governo dos Estados Unidos da América fará aplicar as medidas estabelecidas no Anexo 2 deste Acordo.

(2) As medidas estabelecidas nos Anexos podem ser alteradas por concordância das Partes, por meio das consultas previstas no Artigo X.

ARTIGO III

(1) Informações sobre captura e esforço de pesca, bem como dados biológicos relativos à pesca de camarão na área acordada, serão compilados e intercambiados pelas

Partes, quando conveniente. A menos que as Partes decidam em contrário, esse intercâmbio de informações se fará segundo o processo descrito neste Artigo.

(2) Cada embarcação que operar nos termos deste Acordo deverá possuir um mapa de bordo conforme um modelo mutuamente acordado. Esses mapas de bordo deverão ser entregues trimestralmente à Parte pertinente, que utilizará os dados neles contidos, bem como outras informações que obtiver sobre a área acordada, para preparar relatórios sobre as condições de pesca naquela área, os quais serão transmitidos periodicamente à outra Parte, quando conveniente.

(3) As Partes consideram ser desejável desenvolver a pesquisa sobre camarão, em bases nacionais bem como sob a forma de pesquisa coordenada, conforme programa a ser desenvolvido por cientistas de ambas as Partes. Cientistas devidamente designados pelas Partes deverão encontrar-se periodicamente, no mínimo uma vez por ano, com o objetivo de intercambiar dados científicos, publicações e conhecimentos adquiridos sobre reservas de camarão e operações de pesca na área acordada, para intercambiar informações sobre planos de pesquisa e desenvolver programas de pesquisa coordenada.

ARTIGO IV

(1) A Parte que, conforme o Artigo V, é responsável pelo controle do cumprimento dos termos deste Acordo, deverá receber da outra Parte as informações necessárias à identificação e outras tarefas de controle, especialmente as seguintes:

- a - nome da embarcação;
- b - número oficial e número do Acordo;

- c - porto de registro e porto usual de operação da embarcação;
- d - fotografia da embarcação, acompanhada por descrição geral, incluindo cores do casco, passadiço e verdugo, velocidade e potência do motor principal;
- e - frequência de rádio e indicativos de chamada para o estabelecimento de comunicações;
- f - métodos e equipamento de pesca empregados.

(2) Essas informações serão reunidas e organizadas pelo Governo da bandeira dos barcos; comunicações relativas a tais informações deverão ser feitas à Parte que é responsável, segundo o Artigo V, pelo controle do cumprimento deste Acordo.

(3) A Parte que receber tais informações verificará se as mesmas estão completas e em boa ordem, e informará a outra Parte sobre as embarcações que considerar terem preenchido os requisitos do parágrafo 1º deste Artigo, bem como sobre aquelas que, por algum motivo, viarem a requerer consulta adicional entre as Partes.

(4) A informação referida no presente Artigo deverá incluir uma tradução na língua do destinatário.

(5) Cada embarcação camaroneira de bandeira dos Estados Unidos da América, operando de conformidade com este Acordo, mostrará um sinal de identificação convencionado entre as Partes. As Pártes entrarão igualmente em acordo a respeito de outras medidas destinadas a facilitar a implementação deste instrumento.

ARTIGO V

(1) Tendo em vista que as autoridades brasileiras podem exercer um controle efetivo na área acordada, as Partes concordam em que o Governo da República Federativa do Brasil deverá exercer tal controle, a fim de assegurar que as atividades de pesca de camarão sejam conduzidas de

conformidade com as disposições deste Acordo.

(2) Quando uma autoridade brasileira, devidamente credenciada para cumprir a responsabilidade referida no Parágrafo 1º deste Artigo, julgar, por razão justificada, infringida alguma disposição deste Acordo, poderá abordar um barco de pesca de camarão e nele efetuar busca. Essa ação não deverá obstruir indevidamente as operações de pesca. Quando, após a abordagem, ou depois da abordagem e busca em uma embarcação, a autoridade continuar a julgar, por razão justificada, que algum dispositivo deste Acordo tenha sido violado, poderá apreender e deter a embarcação. O Governo da República Federativa do Brasil deverá informar prontamente o Governo dos Estados Unidos da América a respeito de abordagem ou apreensão e detenção de barco deste último país.

(3) Após satisfeitos os termos do Artigo VI, conforme o disposto no parágrafo 4º deste Artigo, qualquer embarcação dos Estados Unidos, apreendida e detida nos termos deste Acordo, deverá ser entregue, logo que possível, à autoridade credenciada dos Estados Unidos, no porto mais próximo do local da apreensão, ou em qualquer outro lugar que for mutuamente aceito pelas autoridades competentes de ambas as Partes. O Governo da República Federativa do Brasil, após entrega de tal embarcação à autoridade credenciada dos Estados Unidos, deverá fornecer cópia autenticada do relatório completo sobre a violação e as circunstâncias da apreensão e detenção.

(4) Se o motivo da apreensão e detenção estiver compreendido nos termos do Artigo II ou do Artigo IV, parágrafo 5º, deste Acordo, a embarcação dos Estados Unidos apreendida e detida será entregue à autoridade credenciada dos Estados Unidos, após satisfeitos os termos do Artigo VI, relativamente às despesas extraordinárias.

(5) Se a natureza da infração o justificar, e após o cumprimento das disposições do Artigo X, as embarca-

embarcações poderão também ter confiscadas aquelas partes da captura que se determinar haverem sido pescadas ilegalmente, sendo também confiscados os equipamentos de pesca.

(6) No caso de embarcações entregues a autoridades credenciadas dos Estados Unidos, nos termos dos parágrafos 3º ou 4º deste Artigo, o Governo da República Federativa do Brasil deverá ser informado do resultado de qualquer processo que venha a ser aberto pelos Estados Unidos.

ARTIGO VI

O Governo dos Estados Unidos da América pagará uma importância ao Governo da República Federativa do Brasil relativa à implementação deste Acordo, bem como a quaisquer despesas extraordinárias havidas com a apreensão e detenção de embarcações dos Estados Unidos, nos termos do parágrafo 2º do Artigo V, conforme estabelecidos em troca de Notas entre os dois Governos.

ARTIGO VII

A implementação deste Acordo poderá ser revista, por solicitação de qualquer das Partes, seis meses após a data em que o mesmo se tornar efetivo, com o objetivo de tratar questões administrativas eventualmente surgidas.

ARTIGO VIII

As Partes cooperarão para o desenvolvimento de suas indústrias de pesca, para a expansão do comér-

comércio internacional de produtos de pesca, para o aperfeiçoamento da armazenagem, transporte e comercialização dos Produtos de pesca, e para o fomento de empreendimentos conjuntos entre as indústrias de pesca dos dois países.

ARTIGO IX

Nenhuma disposição deste Acordo deverá ser interpretada como prejudicial à posição de cada Parte em relação ao problema do mar territorial ou à jurisdição sobre pesca, conforme o direito internacional.

ARTIGO X

Problemas relativos à interpretação e à implementação deste Acordo deverão ser solucionados por via diplomática.

ARTIGO XI

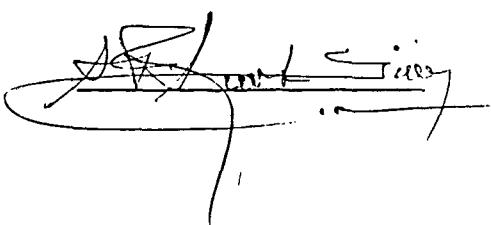
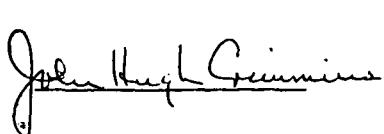
Este Acordo entrará em vigor em data mutuamente acordada, por troca de Notas, uma vez cumpridos os procedimentos internos de ambas as Partes, e permanecerá em vigor até 31 de dezembro de 1976.

Em fé do que os representantes abaixo assinados firmaram o presente Acordo e nele apuseram seus respectivos selos.

Feito em Brasília, aos quatorze dias do mês de março de mil novecentos e setenta e cinco, em duplicata, nas línguas inglesa e portuguesa, sendo ambos os textos igualmente autênticos.

PELOS ESTADOS UNIDOS
DA AMÉRICA

PELA REPÚBLICA FEDERATIVA
DO BRASIL



ANEXO I

- a) proibição de atividades de pesca de camarão, para fins de conservação, em áreas de reprodução e criação;
- b) proibição do uso de substâncias químicas, tóxicas ou explosivas dentro ou perto das áreas de pesca;
- c) registro de todas as embarcações de pesca na Capitania dos Portos e na SUDEPE;
- d) pagamento de taxas e impostos para inspeção periódica;
- e) uso dos mapas de bordo, a serem entregues à SUDEPE após cada viagem ou semanalmente;
- f) proibição do uso de equipamento de pesca e/ou outros equipamentos considerados pela SUDEPE como tendo efeitos destrutivos sobre as reservas;
- g) proibição de lançamento de óleo e detritos poluidores.

ANEXO II

- a) não mais de 325 embarcações de bandeira americana poderão pescar camarão na área acordada. O Governo dos Estados Unidos da América deverá comunicar trimestralmente ao Governo da República Federativa do Brasil listas de embarcações autorizadas a pescar naquela área. Tais listas não deverão conter mais do que 200 embarcações autorizadas a pescar durante qualquer trimestre do primeiro ano do Acordo; e não mais do que 175 embarcações autorizadas a pescar durante qualquer trimestre do segundo ano. Destas embarcações, não mais de 160 e não mais de 120 deverão pescar ao mesmo tempo, durante o primeiro e o segundo ano do Acordo (1975 e 1976), respectivamente, conforme os mapas a serem entregues trimestralmente às autoridades brasileiras. Tais embarcações devem ser do mesmo tipo (até o máximo de aproximadamente 85 pés de comprimento) e ter as aparelhagens idênticas às utilizadas em operações de pesca até o presente. Não deverão ser empregadas nas operações de pesca equipamentos elétricos nem utilizadas substâncias químicas, tóxicas, explosivas ou poluidoras, ou outros materiais com efeitos destrutivos similares;
- b) a pesca de camarão na área acordada deverá ser limitada ao período de 1º de março a 30 de novembro;
- c) a pesca de camarão naquela parte da área acordada localizada a Sudeste da direção de 240° tomada em relação ao Rádio-Farol Ponta do Céu deverá limitar-se ao período de 1º de março a 1º de julho;
- d) o transbordo da captura só poderá realizar-se entre embarcações que pescarem na área acordada, conforme os termos deste Acordo.

MINUTA ACORDADA

1. As delegações do Governo dos Estados Unidos da América e do Governo da República Federativa do Brasil consideram desejável registrar os pontos abaixo estabelecidos relativos ao Acordo entre os dois Governos sobre o câmbio, hoje assinado.

2. A delegação dos Estados Unidos tomou conhecimento de que pagará a quantia de US\$3,400.00 por ano, por embarcação que pesque, conforme as disposições do Acordo, na área acordada, importância esta fixada pelo Governo da República Federativa do Brasil como taxa para executar o Acordo. A delegação dos Estados Unidos entende de que o Governo dos Estados Unidos da América pagará a soma de US\$361,000.00 (trezentos e sessenta e um mil dólares americanos) para cobrir os custos de controle de cumprimento a que se refere o Artigo V, parágrafo 1, em cada um dos dois anos cobertos pelo Acordo (1975 e 1976), conforme previsto na troca de Notas. No tocante à apreensão efetiva de camaroneiro de bandeira americana pelas autoridades brasileiras de controle, de acordo com os termos do artigo V, parágrafo 2, os Estados Unidos pagará US\$ 500 (quinhentos dólares americanos) por dia, durante o período no qual a embarcação norte-americana estiver sendo escoltada até o porto; e US\$ 200 (duzentos dólares americanos) por dia, enquanto a embarcação norte-americana permanecer no porto, conforme estabelecido na troca de Notas.

3. As delegações norte-americana e brasileira concordam que, se como resultado de novas informações devidas a pesquisas científicas, houver evidência aceitável capaz de justificar a reavaliação da capacidade total de pesca na área referida no Artigo I ou da definição da estação de pesca, qualquer das Partes pode-

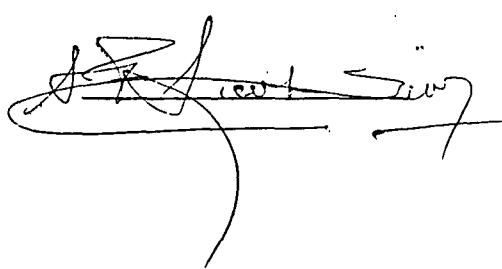
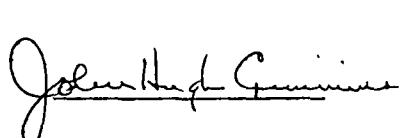
poderá solicitar à outra consultas a fim de rever o Acordo, em conformidade com os novos dados. Quaisquer modificações assim acordadas deverão entrar em vigor quando confirmadas por troca de Notas entre as Partes.

4. Com referência ao item (a) do Anexo II, a delegação brasileira sugeriu à delegação dos Estados Unidos que considerasse a possibilidade de estabelecer, no âmbito do Governo dos Estados Unidos, um sistema para assegurar o controle do número de embarcações permitidas na área acordada, de molde a possibilitar, em ajustes futuros, que as duas Partes possam concordar com disposições visando a uma só alocação de embarcações, aplicável tanto ao total de embarcações registradas quanto às que estiverem operando efetivamente na área.

5. Ambas as delegações entendem que a informação referida no Artigo IV, parágrafo 1, será transmitida à Parte responsável, sob o Artigo V, pelo controle do cumprimento deste Acordo, no mínimo 15 dias antes de que qualquer embarcação incluída em tal informação inicie suas atividades pesqueiras na área acordada, notando-se que o prazo acima mencionado deverá ser computado a partir do dia em que esta última Parte receber tal informação.

PELOS ESTADOS UNIDOS
DA AMÉRICA

PELA REPÚBLICA FEDERATIVA
DO BRASIL



TIAS 8253

[EXCHANGES OF NOTES]

No. 106

Excellency:

I have the honor to refer to the Agreement Concerning Shrimp signed today by the Governments of the Federative Republic of Brazil and the United States of America and in particular Article VI, and to confirm on behalf of my Government the following:

a) The Government of the United States of America shall, after the appropriation of funds by Congress, compensate the Government of Brazil in an annual amount of U.S. \$361,000 (three hundred and sixty one thousand dollars) in connection with the terms of Article V, paragraph 1.

b) The Government of the United States of America shall, after the appropriation of funds by Congress, further compensate the Government of Brazil in the amount of U.S. \$500.00 (five hundred dollars) for each day a United States flag shrimp fishing vessel is being escorted to port and U.S. \$200.00 (two hundred dollars) for each day while the United States vessel is in port, in connection with the terms of Article V, paragraph 2.

I have the honor to propose that this Note and Your Excellency's reply confirming the above points of understanding on behalf of your Government shall be regarded as constituting satisfaction of the terms of Article VI of the aforementioned Agreement between the two Governments.

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

John Hugh C.

Embassy of the United States of America

Brasilia - March 14, 1975



MINISTERIO DAS RELAÇÕES EXTERIORES

Em 14 de março de 1975.

DPB/DCS/360/245(B46)(B13)

Senhor Embaixador,

Tenho a honra de acusar recebimento da Nota nº 106, de 14 de março de 1975, cujo texto em português é o seguinte:

"Excelência,

Tenho a honra de referir-me ao Acordo sobre Camarão assinado hoje pelo Governo da República Federativa do Brasil e pelo Governo dos Estados Unidos da América e, em particular, ao seu Artigo VI. Confirmo, em nome meu governo, o seguinte:

- a) O Governo dos Estados Unidos da América, após alocação de fundos pelo Congresso, compensará o Governo da República Federativa do Brasil com a soma anual de US\$ 361,000.00 (trezentos e sessenta e um mil dólares americanos), com referência aos termos do parágrafo 1 do Artigo V.
- b) O Governo dos Estados Unidos da América, após alocação de fundos pelo Congresso, compensará adicionalmente o Governo da República Federativa do Brasil com a soma de US\$ 500.00 (quinhentos dólares americanos) por dia em que um camaroneiro de bandeira dos Estados Unidos da América estiver sendo escoltado até o porto; e de US\$ 200.00 (duzentos dólares americanos) por dia em que a dita embarcação permanecer no porto, com referência aos termos do parágrafo 2 do Artigo V.

Tenho a honra de propor que esta Nota e a Nota de resposta de Vossa Excelência confirmando os pontos de entendimento acima, em nome de seu Governo, sejam consideradas como cumprimento dos termos do Artigo VI do Acordo acima mencionado entre os dois Governos.

A Sua Excelência o Senhor John Crimmins,
Embaixador dos Estados Unidos da América.

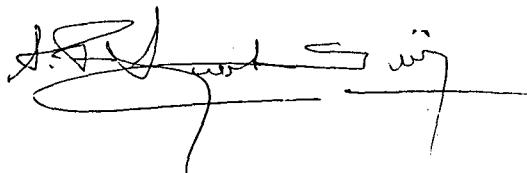
Aceite, Exceléncia os renovados protestos de minha mais alta consideração.

Brasília, em 14 de março de 1975.

a) John Crimmins."

2. Em resposta, tenho a honra de informar Vossa Exceléncia de que o Governo brasileiro concorda com os termos da Nota acima.

Aproveito a oportunidade para renovar a Vossa Exceléncia os protestos de minha alta estima e mais distinta consideração.



TRANSLATION

MINISTRY OF EXTERNAL RELATIONS

DPB/DCS/36/245/(B46)(B13)

March 14, 1975

Mr. Ambassador:

I have the honor to acknowledge receipt of note No. 106, dated March 14, 1975, which, in Portuguese, reads as follows:

[For the English language text, see p. 26.]

2. In reply, I have the honor to inform Your Excellency that the Brazilian Government concurs in the terms of the note quoted above.

Accept, Excellency, the renewed assurances of my high esteem and most distinguished consideration.

A. F. Azeredo da Silveira

His Excellency
John Crimmins,
Ambassador of the United States
of America.

No. 094

The Embassy of the United States of America presents its compliments to the Ministry of External Relations of the Federative Republic of Brazil, and with reference to the Agreement Concerning Shrimp signed on this date, as well as the accompanying exchange of Notes related to Article VI of that Agreement, has the honor to inform the Ministry of the following:

Pending the entering into force of the Agreement as provided for in Article Eleven, the Government of the United States of America is prepared to make every effort to encourage the voluntary compliance by its industry of the provisions of the Agreement so as to ensure that events in the interim period do not prejudice the successful implementation of those provisions. It is the understanding of the Government of the United States of America that the Government of the Federative Republic of Brazil intends also to abide by the spirit of the proposed interim Agreement.

Following the entering into force of the Agreement as provided for in Article Eleven, but prior to the passage of enabling legislations, the Government of the United States of America proposes to continue its efforts to encourage voluntary compliance.

In the period between the completion of internal procedures as noted in Article Eleven and the entering into force of the Agreement, the Government of the United States of America will seek, inter alia, with the voluntary cooperation of U.S. flag vessel owners,

1. To achieve the objectives of Article II
2. To institute appropriate Article III procedures
3. To achieve the intent of Articles IV and V

In stating its willingness to encourage the voluntary compliance with appropriate provisions of the Agreement so that the intent of the accord may be achieved while awaiting its entering into force, it is the understanding of the Government of the United States of America that the Government of the Federative Republic of Brazil agrees that in this same interim period both Parties should have as their objective the achievement of the intent of the Agreement.

With specific reference to Article III, paragraph 2, the Government of the United States of America shall treat the information obtained from individual fishing logs as confidential.

The Embassy takes the opportunity to renew to the Ministry the assurance of its highest consideration.

Embassy of the United States of America
Brasilia, March 14, 1975



MINISTERIO DAS RELAÇÕES EXTERIORES

DPB/DCS/ 35 /245(B46)(B13)

O Ministério das Relações Exteriores cumprimenta a Embaixada dos Estados Unidos da América e tem a honra de acusar recebimento da Nota nº 094, de 14 de março de 1975, cujo texto em português é o seguinte:

"A Embaixada dos Estados Unidos da América cumprimenta o Ministério das Relações Exteriores da República Federativa do Brasil e, com referência ao Acordo sobre Camarão assinado hoje, bem como à troca de notas relativas ao Artigo VI do Acordo, tem a honra de informar o Ministério do seguinte:

Enquanto se aguarda a entrada em vigor do Acordo, nos termos do Artigo XI, o Governo dos Estados Unidos da América dispõe-se a empenhar todos os seus esforços para estimular a sujeição voluntária da sua in-

indústria às disposições pertinentes para assegurar que ocorrências durante o período intermediário não prejudiquem o êxito da execução daquelas disposições. O Governo dos Estados Unidos da América entende que o Governo da República Federativa do Brasil também pretende orientar-se pelo espírito do projeto de Acordo provisório.

Após a entrada em vigor do Acordo, nos termos do Artigo XI, mas antes da aprovação da legislação complementar, o Governo dos Estados Unidos da América dispõe-se a continuar os esforços para estimular a sujeição voluntária.

No período entre o cumprimento dos procedimentos internos, como consignado no Artigo XI, e a entrada em vigor do Acordo, o Governo dos Estados Unidos da América procurará, inter alia, com a cooperação voluntária dos proprietários de embarcações da bandeira dos Estados Unidos,

1. atingir os objetivos do Artigo II
2. instituir os procedimentos adequados ao Artigo III
3. alcançar a meta estabelecida nos Artigos IV e V.

Ao declarar sua disposição de estimular a sujeição voluntária às disposições apropriadas do Acordo para que o objetivo do entendimento possa ser atingido enquanto se aguarda a entrada em vigor, o Governo dos Estados Unidos da América entende que o Governo da República Federativa do Brasil concorda que, nesse mesmo período intermediário, ambas as Partes deveriam ter por meta alcançar o objetivo do Acordo.

Com referência específica ao Artigo III, parágrafo 2, o Governo dos Estados Unidos da América da

dará tratamento confidencial às informações obtidas de mapas de bordo individuais.

A Embaixada aproveita a oportunidade para renovar ao Ministério os protestos de sua mais alta consideração.

Embaixada dos Estados Unidos da América
Brasília, em 14 de março de 1975."

2. Em resposta, o Ministério das Relações Exteriores deseja confirmar que o entendimento, referido no antepenúltimo parágrafo da nota da Embaixada, é com partilhado pelo Governo brasileiro.

3. Ademais, o Ministério das Relações Exteriores deseja declarar que, enquanto se aguarda a entrada em vigor do Acordo, é intenção do Governo brasileiro aplicar suas disposições na medida do possível, a partir de hoje, e de maneira a assegurar que ocorrências nesse interim não prejudiquem o êxito da execução daquelas disposições.

4. Com referência específica ao Artigo III, parágrafo 2, o Governo da República Federativa do Brasil dará tratamento confidencial às informações obtidas de mapas de bordo individuais.

Brasília, em 14 de março de 1975.

TRANSLATION

MINISTRY OF EXTERNAL RELATIONS

DPB/DCS/35/245(B46)(B13)

The Ministry of External Relations presents its compliments to the Embassy of the United States of America and has the honor to acknowledge receipt of note No. 094 of March 14, 1975, which, in Portuguese, reads as follows:

[For the English language text, see p. 30.]

2. In reply, the Ministry of External Relations wishes to confirm that the understanding referred to in the antepenultimate paragraph of the Embassy's note is shared by the Brazilian Government.

3. Furthermore, the Ministry of External Relations wishes to state that while awaiting the entry into force of the Agreement, it is the intention of the Brazilian Government to apply its provisions in so far as possible, beginning on this date, so as to ensure that events in the interim period do not prejudice the successful implementation of those provisions.

4. With specific reference to Article III, paragraph 2, the Government of the Federative Republic of Brazil will treat as confidential the information obtained from individual fishing logs.

[Initialed]

Brasilia, March 14, 1975

AIDE MEMOIRE

In consideration of the termination on February 28, 1975 of the United States/Brazil Agreement Concerning Shrimp of 1972 and the possibility that the new proposed agreement initiated on February 7, 1975 may not be ready for signature by March 1, 1975, which is the beginning of the 1975 shrimp fishing season, the Government of the United States believes that the establishment of an interim arrangement concerning shrimping operations in the area of agreement prior to signature of the new agreement is in the mutual interest of the United States and Brazil, and would be consistent with the spirit of the new agreement.

The United States Government considers that the most suitable arrangement for the conduct of shrimp fishing within the area of agreement during this interim period would be the application by appropriate officials of the two governments of the principles of the new proposed agreement in a mutual effort to achieve its purposes. Therefore, officials of the United States Government shall use their best efforts to ensure, to the maximum extent consistent with the laws of the United States, that United States vessels which fish for shrimp in the area of agreement are vessels which were permitted to fish for shrimp in the area of agreement under the Agreement of May 9, 1972. Moreover, the United States Government will take whatever steps are possible to ensure that not more than 160 of these vessels fish within the agreement area at any one time. The United States Government intends that this arrangement should continue from the opening of the season on March 1, 1975 until the proposed agreement and related documents are signed, which is expected to occur on or about March 15, 1975.

EMBASSY OF THE UNITED STATES OF AMERICA

BRASILIA - *February 24, 1975*

DPB/DCS/ — /245(B46)(B13)

AIDE MÉMOIRE

O Governo brasileiro tomou conhecimento da declaração da Embaixada dos Estados Unidos da América no sentido de que o Acordo sobre Camarão entre os dois países, rubricado a 7 de fevereiro corrente, talvez não possa ser assinado até 1º de março de 1975. Como a estação de pesca começa nessa data, e atendendo às razões expostas pela Embaixada, o Governo brasileiro concorda com a aplicação de um arranjo informal que permita a operação de barcos camaroneiros americanos na área do acordo, sob as seguintes condições:

- a) o arranjo informal será aplicado até 15 de março de 1975;
- b) autoridades dos dois países aplicarão os princípios do novo acordo durante esse período;
- c) à luz do disposto em a) e b) acima, as autoridades dos Estados Unidos enviarão esforços para assegurar, dentro dos limites permitidos por sua legislação, que os barcos americanos que operarem na região devem ter sido registrados nos termos do Acordo sobre Camarão de 1972 entre os dois países e seu número não excederá 160.

Brasília, em 27 de fevereiro de 1975.

TRANSLATION

DPB/DCS/ -- /245(D46)(B13)

AIDE MEMOIRE

The Brazilian Government has taken note of the statement of the Embassy of the United States of America to the effect that the Agreement concerning shrimp between the two countries, initialed on February 7, 1975, perhaps cannot be signed until March 1, 1975. Since the fishing season opens on that date, and in view of the reasons set forth by the Embassy, the Brazilian Government agrees to the application of an informal arrangement that will enable United States shrimp fishing vessels to operate in the area of the agreement under the following conditions:

- (a) The informal arrangement will be applied until March 15, 1975;
- (b) The authorities of the two countries will apply the principles of the new agreement during this period;
- (c) In the light of the provisions of (a) and (b) above, the United States authorities will try to ensure, within the limits permitted by its legislation, that United States vessels operating in the area shall have been registered according to the terms of the Agreement concerning Shrimp of 1972 concluded between the two countries, and that the number of such vessels shall not exceed 160.

Brasilia, February 27, 1975

[Initialed]

SOCIALIST REPUBLIC OF ROMANIA

Maritime Transport

Agreement signed at Washington June 4, 1976;

Entered into force June 4, 1976.

With related notes.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE SOCIALIST REPUBLIC OF ROMANIA
ON MARITIME TRANSPORT

The Government of the United States of America and the
Government of the Socialist Republic of Romania;

Being aware of the long-standing friendship between their
countries and the American and Romanian peoples;

Desiring to promote friendly relations on the basis of the
principles set forth in the Joint Statement of the Presidents
of the two States at Washington on December 5, 1973,^[1] and
reaffirming the continuing importance of the Joint Statement on
Economic, Industrial and Technological Cooperation issued at
Washington on December 5, 1973;^[2]

Recalling the Agreement on Trade Relations between the
United States of America and the Socialist Republic of Romania,
signed at Bucharest on April 2, 1975,^[2] embodying undertakings
and arrangements for the conduct of trade between their countries,
which will serve the interests of both peoples;

Recognizing that it is to their mutual advantage to strengthen
the cooperation between the two countries in the field of maritime
transportation;

Have agreed as follows:

¹ TIAS 7746; 24 UST 2257.

² TIAS 8159; 26 UST 2342, 2305.

Article 1

Definitions

For purposes of this Agreement:

A. "Vessel" means any merchant ship which is actually engaged in commercial maritime carriage of passengers or cargo.

B. "Vessel of a Party" means any vessel which is under the flag of the United States of America or the Socialist Republic of Romania and is registered in the United States of America or in a port of the Socialist Republic of Romania.

C. "Vessel" does not include warships, as defined in multilateral conventions to which both Parties are bound.

D. "Member of the crew" means any person employed on board the vessel during its voyage who actually performs duties or services connected with the operation or maintenance of the vessel and whose name is included on the crew list of the vessel.

Article 2

Fishing Vessels

This Agreement shall not apply to or affect the rights of fishing vessels, fishery research vessels and fishery support vessels.

Article 3

Participation in Maritime Transportation

The Parties will seek to encourage the free participation of the vessels of both Parties in maritime transportation between the United States of America and the Socialist Republic of Romania.

Article 4**Development and Facilitation of Maritime Traffic**

1. Each Party shall, within the limits of its applicable laws and regulations, adopt all appropriate measures to facilitate and expedite maritime traffic between the two States, to prevent delays to vessels and, insofar as possible, to simplify and expedite the implementation of administrative, customs, and all required formalities.

2. The Parties shall encourage the development of container transport and the promotion of modern technology in maritime traffic between the ports of the two Parties.

Article 5**Entry to Ports**

1. Noting Article VII, paragraph 3 of the Agreement on Trade Relations between the United States of America and the Socialist Republic of Romania of April 2, 1975, the Parties agree that vessels of either Party shall have liberty on equal terms with vessels of any third country, to come with their cargoes to ports, places, and waters of the other Party open to foreign commerce and navigation, except insofar as requirements of national security limit such access; such vessels and cargoes shall then in all respects be accorded most-favored-nation treatment within the ports, places, and waters of the other Party except insofar as modified by port security requirements.

2. The provisions of paragraph 1 of this Article shall not be interpreted to entitle a vessel of one Party to perform port services, including pilotage and towage services, or services of salvage and assistance, within the ports, places, and waters of the other Party.

Article 6

Carriage of Passengers and Cargo

1. Vessels of either Party are entitled to engage⁷ in commercial passenger and cargo services between ports of the Party in which they are registered and ports of the other Party and between ports of the other Party and third countries.

2. This Agreement shall not apply to the transportation of passengers or cargo between ports of the same Party. However, the right of vessels of either Party to engage in commercial passenger and cargo services in accordance with paragraph 1 of this Article, shall include the right to pick up or discharge passengers and cargo at more than one port of the other Party if such passengers and cargo are destined for or are proceeding from another country on the same vessel.

3. Cargo carried in a vessel of one Party may be reloaded in a vessel of that Party after it has been unloaded in the territory of the other Party and rejected by the person to whom it was destined, if the cargo then becomes destined for a port outside the territory of that other Party.

Article 7

Permanent Operations Representatives

In order to facilitate operations and to ensure efficient use of the vessels of the Parties, the enterprises which operate such vessels may maintain permanent operations representatives in the territory of the other Party.

Article 8**Documents**

1. Vessels of the flag of a Party, and carrying the documents required by its law in proof of nationality, shall be deemed to be vessels of that Party.

2. The documents of a vessel, including tonnage certificates, as well as the documents referring to crews, issued according to the laws and regulations of the Party under whose flag the vessel is navigating, will be recognized by the authorities of the other Party. For purposes of this paragraph, documents of individual crew members shall be United States seaman's documents or the Socialist Republic of Romania Carnet de Marinari as identification documents.

3. Each Party shall inform the other Party of any changes in its system of tonnage measurement.

Article 9**Crews in Port**

1. Members of the crew of vessels of either Party shall be permitted to go ashore during the stay of their vessel in the ports of the other Party, in accordance with applicable laws and regulations of the Party where the vessel is located.

2. Each Party may deny entry into its territory of a member of the crew of a vessel of the other Party in accordance with its applicable laws and regulations.

3. Members of the crew of vessels of either Party requiring hospitalization shall be permitted to enter into and remain in the territory of the other Party for the period of time necessary for medical treatment, in accordance with the applicable laws and regulations of the Party where the hospitalization and treatment take place.

4. Seamen of either Party, who are documented as described in paragraph 2 of Article 8 of this Agreement, may enter the territory of the other Party for the purpose of joining the crew of national vessels, in accordance with the applicable laws and regulations of the other Party. Likewise, members of the crew of vessels of either Party may, for the purpose of repatriation, for proceeding to another port to join the crew of a vessel, or for any other reason acceptable to the appropriate authorities of the other Party, travel through the territory of that Party, after approval of the appropriate authorities of that Party has been obtained.

Article 10

Relations with Consular Representatives

Members of the crew of vessels of either Party and its consular officials are entitled to contact and to meet each other whenever their vessel is in the ports of the other Party, in accordance with the applicable laws and regulations of the Party where the vessel is located.

Article 11**Vessels in Distress**

1. Should a vessel of either Party be involved in a maritime accident or encounter any other danger in the ports, places and waters of the other Party, the other Party shall give friendly treatment and all possible assistance to the passengers, crew, cargo and vessel in accordance with the highest traditions of the sea.
2. When a vessel of one Party is involved in a maritime accident or encounters any other danger and cargo is removed therefrom and landed in the territory of the other Party, such cargo shall not be subject to any customs duties unless it enters into domestic consumption. Storage charges incurred shall be in accordance with paragraph 1 of Article 5 of this Agreement.

3. Each Party shall promptly notify the consular officials, or in their absence, the diplomatic representatives, of the other Party when one of the vessels of the latter Party is in distress, and inform them of measures taken for the rescue and protection of the vessel, its crew, passengers, cargo and stores.

Article 12**Navigation on the Danube**

The provisions of this Agreement will be applied with respect to navigation on the Danube, taking into account the navigation rules and appropriate regulations in force.

Article 13

Rights Reserved

1. With respect to matters not specified in this Agreement, the Parties reserve the right to apply their national laws and regulations.

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

Article 14

Consultations

1. In order to promote the orderly and efficient development and operation of commercial maritime transportation, the Parties agree that their competent authorities shall meet whenever necessary to consider matters arising under this Agreement.

2. Either Party may request consultations with the other Party at any time. Such consultations shall be held at an agreed place within three months from the date of receipt of the notice requesting consultations.

3. Whenever one Party believes that a problem exists with respect to the interpretation or application of this Agreement, its position shall be communicated to the other Party for the purpose of finding a solution. Any disagreement which remains unsolved concerning the interpretation or application of this Agreement shall be referred to direct negotiations between the Parties.

Article 15**Duration**

1. The initial term of this Agreement shall be for three years. It shall be extended for successive terms of three years, subject to negotiations between the Parties within a period of six months prior to the concluding date of each term to approve extension.

2. This Agreement shall expire at the conclusion of a term if the Parties have not approved extension, or prior to such time, upon ninety days' written notice by one Party to the other.

Article 16**Entry into Force**

This Agreement shall enter into force on the date of signature.

IN WITNESS WHEREOF, the authorized representatives of the
Parties have signed this Agreement.

Done at Washington, this 4th day of June, 1976, in
duplicate, in the English language and the Romanian language,
both texts being equally authentic.

 [1]

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA

FOR THE GOVERNMENT OF THE
SOCIALIST REPUBLIC OF ROMANIA

 [2]

¹ C. W. Robinson

² Traian Dudas

A C O R D
=====

intre guvernul Statelor Unite ale Americii
și guvernul Republicii Socialiste România
privind transportul maritim

Guvernul Statelor Unite ale Americii și
Guvernul Republicii Socialiste România,
având în vedere relațiile de prietenie înstăriuțe
dintre țările lor și popoarele american și român;
dorind să promoveze relații prietenești pe baza principiilor înscrise în Declarația comună a președinților celor două state, din 5 decembrie 1973 de la Washington, și reafirând importanța continuă a Declarației comune cu privire la cooperarea economică, industrială și tehnică, de la Washington din 5 decembrie 1973;

amintind Acordul privind relațiile comerciale dintre Statele Unite ale Americii și Republica Socialistă România, semnat la București la 2 aprilie 1975, care cuprinde prevederi pentru realizarea comerțului dintre țările lor care să servească intereselor ambelor popoare;

recunoscind că este în avantajul lor reciproc să întărească cooperarea dintre cele două țări în domeniul transportului maritim;

au convenit asupra următoarelor:

Articolul 1

Definiții

In sensul prezentului Acord:

A. "Navă", înseamnă orice navă comercială care este angajată în transportul maritim comercial de mărfuri sau pasageri.

B. "Navă a unei Părți", înseamnă orice navă care poartă pavilionul Statelor Unite ale Americii sau Republicii

Socialiste România și este înregistrată în Statele Unite ale Americii sau într-un port din Republica Socialistă România.

C. "Navă", nu include navele de război, așa cum sunt definite în convențiile multilaterale la care au aderat ambele Părți.

D. "Membru de echipaj", înseamnă orice persoană angajată la bordul navei care, în timpul călătoriei, îndeplinește servicii legate de exploatarea sau întreținerea navei și care este înscrisă în rolul de echipaj al navei.

Articolul 2
Navele de pescuit

Prezentul Acord nu se aplică și nici nu influențează drepturile navelor de pescuit, navelor de cercetări piscicole și navelor pentru sprijinirea pescuitului.

Articolul 3
Participarea la transportul maritim

Părțile vor căuta să încurajeze libera participare a navelor ambelor Părți la transportul maritim dintre Statele Unite ale Americii și Republica Socialistă România.

Articolul 4
Dezvoltarea și facilitarea traficului maritim

1. Fiecare Parte, în limita legilor și reglementărilor sale în vigoare, va lua toate măsurile adecvate, pentru facilitarea și urgentarea traficului maritim dintre cele două state, pentru prevenirea întârzierii navelor și, pe cît posibil, pentru simplificarea și urgentarea îndeplinirii formalităților administrative, vamale și a tuturor celorlalte formalități necesare.

2. Părțile vor încuraja dezvoltarea transportului containerizat și promovarea tehnologiilor moderne în traficul maritim dintre porturile celor două Părți.

Articolul 5

Intrarea în porturi

1. Înăind în considerație prevederile articolului VII, paragraful 3 al Acordului privind relațiile comerciale dintre Statele Unite ale Americii și Republica Socialistă Românie, încheiat la 2 aprilie 1975, Părțile convin că navelor fiecărei Părți să li se acorde în condiții egale celor accordate navelor oricărei țări terțe, libertatea de a intra cu încărcăturile lor în porturile, locurile de acostare și apele celeilalte Părți, deschise comerțului exterior și navigației, cu excepția și în măsura în care necesități de securitate națională nu limitează un astfel de acces; acestor nave și încărcăturilor lor li se va acorda în toate privințele tratamentul națiunii celei mai favorizate în porturile, locurile de acostare și apele celeilalte Părți, cu excepția și în măsura în care acesta nu este modificat de necesități de securitate portuară.

2. Prevederile paragrafului 1 al acestui articol nu vor fi interpretate în sensul că o navă a unei Părți poate efectua servicii portuare, inclusiv pilotaj, remorcaj sau servicii de salvare și asistență, în porturile sau locurile de acostare și apele celeilalte Părți.

Articolul 6

Transportul pasagerilor și mărfurilor

1. Navele fiecărei Părți au dreptul să efectueze transporturi comerciale de pasageri și mărfuri între porturile Părții în care sunt înmatriculate și porturile celeilalte Părți, precum și între porturile celeilalte Părți și terțe țări.

2. Prezentul Acord nu se aplică transporturilor de pasageri și mărfuri între porturile aceleiasi Părți. Cu toate acestea dreptul navelor fiecărei Părți de a efectua transporturi comerciale de pasageri și mărfuri în conformitate cu paragraful 1 al prezentului articol, include și posibilitatea de a imbarca și debarca pasageri și mărfuri în mai multe porturi ale celeilalte Părți, în cazul în care pasagerii și mărfurile au destinația spre sau sosesc din altă țară cu aceeași navă.

3. Marfa transportată de nava unei Părți pe teritoriul celeilalte Părți poate fi reîncărcată într-o navă a aceleiasi Părți, în cazul în care după descărcarea ei ar fi fost refuzată de persoana căreia îi era destinată, și are ca nouă destinație un port situat în afara teritoriului celeilalte Părți.

Articolul 7

Reprezentanți operativi permanenti

In scopul facilitării operațiunilor și asigurării unei exploatari eficiente a navelor Părților, întreprinderile de navigație care exploatează aceste nave pot menține reprezentanți operativi permanenti pe teritoriul celeilalte Părți.

Articolul 8

Documente

1. Navele sub pavilionul unei Părți și care posedă documentele cerute de legislația sa ca dovdă a naționalității, se consideră ca fiind nave ale acelei Părți.

2. Documentele unei nave, inclusiv certificatele de tonaj, precum și documentele care se referă la echipaj, eliberate în conformitate cu legile și reglementările Părții al cărui pavilion îl poartă nava, sunt recunoscute de autoritățile celeilalte Părți.

In sensul acestui paragraf, documentele individuale de identitate ale membrilor de echipaj sunt: seaman's documents pentru Statele Unite ale Americii și Carnet de marină pentru Republica Socialistă România.

3. Fiecare Parte va comunica celeilalte Părți orice modificări în sistemul său de măsurare a tonajului.

Articolul 9
Echipajele în port

1. Membrii de echipaj ai navelor oricăreia dintre Părți, au permisiunea de a coborî pe uscat în timpul staționării navelor în porturile celeilalte Părți, în conformitate cu legile și reglementările aplicabile ale Părții unde se află nava.

2. Fiecare Parte poate refuza dreptul de a intra pe teritoriul său oricărui membru al echipajului unei nave aparținând celeilalte Părți în conformitate cu legile și reglementările sale aplicabile.

3. Membrilor de echipaj ai navelor oricăreia dintre Părți, care necesită spitalizare, li se va permite intrarea și rămnirea pe teritoriul celeilalte Părți pe perioada de timp necesară tratamentului medical, în conformitate cu legile și reglementările aplicabile ale Părții, pe teritoriul căreia au loc spitalizarea și tratamentul.

4. Marinarii oricăreia dintre Părți care posedă documentele arătate la paragraful 2 al articolului 8 din prezentul Acord, pot intra pe teritoriul celeilalte Părți în scopul de a se alătura echipajului navelor naționale, în conformitate cu legile și reglementările aplicabile ale celeilalte Părți. De asemenea, membrii de echipaj ai navelor oricăreia dintre Părți pot, în scopul întoarcerii în țară, al deplasării într-un alt port spre a se alătura echipajului unei nave sau pentru orice alt motiv acceptat de autoritățile corespunzătoare ale celeilalte Părți, să călătorescă pe teritoriul acelei Părți, după obținerea aprobării autorităților corespunzătoare ale acelei Părți.

Articolul 10
Relații cu reprezentanții consulari

Membrii de echipaj ai navelor oricăreia dintre Părți și reprezentanții lor consulari au dreptul de a lăsa legătura

și de a se intilni ori de câte ori nava lor se află în porturile celeilalte Părți, în conformitate cu legile și reglementările aplicabile ale Părții unde se află nava.

Articolul 11

Nave în primejdie

1. Dacă nava uneia dintre Părți este implicată într-un accident maritim sau întîmpină orice alt pericol în porturile, locurile de acostare și apele celeilalte Părți, cealaltă Parte va acorda un tratament prietenesc și întreaga asistență posibilă pasagerilor, echipajului, încărcăturii și navei, în conformitate cu cele mai înalte tradiții marinărești.

2. Dacă nava uneia dintre Părți este implicată într-un accident maritim sau întîmpină orice alt pericol și încărcătura respectivă este descărcată și depozitată pe teritoriul celeilalte Părți, acea încărcătură nu va fi supusă nici unei taxe vamale, în afara cazului în care ar fi destinată consumului intern.

Cheltuielile ocasionate de depozitare vor fi stabilite în conformitate cu § 1 al articolului 5 din prezentul Acord.

3. Fiecare Parte va notifica cu promptitudine funcționarilor consulari sau în absență acestora, reprezentanților diplomatici ai celeilalte Părți atunci cînd una din navele acestei din urmă Părți se află în pericol, informîndu-i totodată asupra măsurilor luate pentru salvarea și protecția navei, echipajului, pasagerilor, încărcăturii și bunurilor existente la bordul navei.

Articolul 12

Navigația pe Dunăre

Prevederile prezentului Acord se aplică în ceea ce privește navigația pe Dunăre, ținîndu-se seama de regulile de navigație și reglementările corespunzătoare în vigoare.

Articolul 13Drepturi rezervate

1. În măsura în care nu este prevăzut altfel în prezentul Acord, legislația națională și reglementările celor două Părți rămân rezervate.

2. Prevederile prezentului Acord nu limitează dreptul fiecărei Părți de a întreprinde orice acțiune, în scopul protejării intereselor sale de securitate.

Articolul 14Consultatii

1. În scopul de a promova dezvoltarea și exploatarea sistematică și eficientă a transportului maritim comercial, Părțile sunt de acord ca autoritățile lor competente să se întâlnescă ori de câte ori va fi necesar pentru a examina problemele care decurg din prezentul Acord.

2. Fiecare Parte poate solicita consultări cu cealaltă Parte în orice moment. Astfel de consultări se vor ține într-un loc convenit, în termen de 3 luni de la data primirii notificării prin care se solicită consultăriile.

3. Ori de câte ori o Parte consideră că există vreo problemă în legătură cu interpretarea sau aplicarea prezentului Acord, poziția sa va fi comunicată celeilalte Părți în scopul convenirii unei soluții.

Oricine diferență care rămîne nerezolvată privind interpretarea sau aplicarea prezentului Acord, va fi supus negocierilor directe între Părți.

Articolul 15Durata

1. Durata inițială a acestui Acord este de trei ani. El va fi prelungit pentru perioade succesive de către trei ani, cu condiția unor negocieri între Părți, în termen de șase luni înaintea datei care încheie fiecare perioadă, pentru aprobarea prelungirii.

2. Această Acord expiră la încheierea unei perioade, dacă Părțile nu au aprobat prelungirea lui sau înaintea acestei perioade, după 90 de zile de la notificarea scrisă a oricăreia dintre Părți.

Articolul 16Intrarea în vigoare

Prezentul Acord va intra în vigoare la data semnării
lui.

Confirmind cele de mai sus,

reprezentanții autorizați ai
Părților au semnat prezentul Acord.

Făcut la Washington, la 4 iunie 1976,
în două exemplare originale, în limba engleză și în limba română,
ambele texte fiind egal autentice.

PENTRU GUVERNUL
STATELOR UNITE ALE AMERICII

PENTRU GUVERNUL
REPUBLICII SOCIALISTE ROMANIA

TIAS 8254

[RELATED NOTES] [¹]DEPARTMENT OF STATE
WASHINGTON

Dear Mr. Minister:

In connection with the signing today of the Agreement between the Government of the United States of America and the Government of the Socialist Republic of Romania on Maritime Transport, I wish to refer to Article 5, paragraph 1 of the Agreement, and to inform you of the port security procedures that will be applicable to Romanian vessels which enter ports of the United States.

Entry of Romanian vessels into ports of the United States shall be permitted, subject to approval by competent United States authorities of a request submitted four full working days prior to the planned entry.

Sincerely yours,

Charles W. Robinson

Charles W. Robinson
Deputy Secretary of State

His Excellency

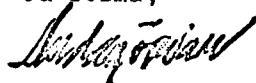
Traian Dudas,
Minister of Transport and Telecommunications
of the Socialist Republic of Romania.

¹ Signed at Washington June 4, 1976.

STIMATE DOMNULE MINISTRU,

In legătură cu Acordul între guvernul Republicii Socialiste România și guvernul Statelor Unite ale Americii privind transportul maritim, semnat astăzi, confirm primirea scrisorii dumneavoastră privind procedurile de securitate portuară aplicabile navelor românești care intră în porturile Statelor Unite ale Americii.

Cu stimă,



TRANSLATION

Dear Mr. Minister:

In connection with the Agreement between the Government of the Socialist Republic of Romania and the Government of the United States of America on Maritime Transport, signed today, I acknowledge receipt of your letter relating to port security procedures applicable to Romanian vessels which enter ports of the United States of America.

Sincerely yours,

Traian Dudas

MULTILATERAL
Monitoring of the Stratosphere

*Agreement signed at Paris May 5, 1976;
Entered into force May 5, 1976.*

AGREEMENT
BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA,
THE GOVERNMENT OF THE REPUBLIC OF FRANCE
AND THE GOVERNMENT OF THE UNITED KINGDOM
OF GREAT BRITAIN AND NORTHERN IRELAND
REGARDING MONITORING OF THE STRATOSPHERE

The Government of the United States of America, the Government of the Republic of France and the Government of the United Kingdom of Great Britain and Northern Ireland;

Conscious of concern over the potential impact of man's activities on the earth's stratosphere,

Recognising that the accurate assessment and prediction of such impacts will require a better understanding of the upper atmosphere,

Aware that it is necessary to expedite the long-term effort required to understand the impact of potential stratospheric modifiers, such as aviation and chemical substances,

Believing that an improved capacity to measure and monitor stratospheric species, including ozone, is essential to this understanding,

Bearing in mind the diversity of national and international activities already being carried out to assess concentrations of stratospheric species and their significance as well as the new international programmes being considered by the World Meteorological Organisation (hereinafter referred to as the "WMO") and the United Nations Environment Programme (hereinafter referred to as the "UNEP"), and

Desiring to foster an acceleration of the worldwide effort to understand better the behaviour of the stratosphere, and the ozone layer in particular, and to demonstrate the feasibility and utility of collaborative international action in this regard,

Have agreed as follows:

ARTICLE I

The three Governments agree to pursue, as the broad objective of this Agreement, measures designed to increase the understanding of the stratosphere, and in particular to cooperate towards the establishment of a strengthened global stratospheric ozone monitoring capability.

ARTICLE II

The three Governments shall seek ways to improve the collection and accelerate the processing, exchange and analysis of stratospheric ozone data, working both individually and in collaboration. Among the steps to be studied are:

1. continuing and expanding data collection from ground stations and from instruments on satellites, balloons, rockets and high altitude aircraft, including Concorde;
2. exchanging and interpreting data acquired by various methods, and undertaking intercomparison studies to identify possibilities for improving the techniques used both for data acquisition and analysis;
3. initiating an analysis of the suitability of the design, operation and overall integration of existing and planned ozone monitoring systems for the detection of long-term trends and fluctuations in hemispheric and global ozone levels, and recommending appropriate modifications of these systems. The analysis should take into account related work underway or planned by international organisations and other governments.

ARTICLE III

The three Governments agree to increase the exchange of information concerning stratospheric research and analysis programmes and projects underway or planned in the three countries, and to pursue opportunities for expanded coordination and collaboration. Particular attention shall be paid in the United States to, *inter alia*, the High Altitude Pollution Program of the Federal Aviation Administration and relevant work of the National Oceanic and Atmospheric Administration, the National Aeronautics and Space Administration and the Environmental Protection Agency; in France to the activities of the Comité sur les conséquences des vols stratosphériques as well as those of the Délégation Générale à la Recherche Scientifique et Technique Committee on Coordinated Action in regard to the stratosphere; and in the United Kingdom to relevant research of the Department of the Environment.

ARTICLE IV

The three Governments agree

- to continue cooperative research activities already underway or being designed to further the understanding of the composition and behaviour of the stratosphere;
- to facilitate the exchange of data for study by scientists in the three countries, and
- to examine the practicality and utility of initiating additional cooperative research.

Particular consideration shall be given

- to the measurement of other important natural and man-made substances such as nitrogen oxides, nitric acid, water vapour, fluorocarbons and other halocarbons;
- the need for improvements in existing analytical techniques and instrumentation; and
- utilization of new approaches to data collection.

ARTICLE V

The three Governments agree to continue to support and participate in the work programmes of the WMO by, inter alia, maintaining and expanding as appropriate and feasible existing ozone monitoring activities and reporting the appropriate results promptly to the WMO Ozone Data Collection Centre in Canada.

ARTICLE VI

The three Governments shall request the UNEP to catalyse and coordinate on a worldwide basis a broadly-based work programme on the problems of protection of the stratosphere. The three Governments shall endeavour to assure that such a programme shall integrate ongoing and future efforts of UN agencies such as the WMO, the World Health Organisation and the Food and Agriculture Organisation, with the research and analysis being carried out by Governments and identify specific areas requiring additional work; and that particular attention shall be given to the area of biological and

climatic impacts of ozone changes to facilitate the development of appropriate standards and, in turn, the establishment of regulatory measures, if deemed necessary.

ARTICLE VII

The three Governments agree to encourage the International Civil Aviation Organisation to undertake an evaluation of the scientific basis, future need and feasibility of developing international standards for stratospheric pollution caused by civil aviation and to make appropriate recommendations as necessary.

The three Governments also agree to encourage other appropriate international organisations to undertake similar efforts with respect to other potential sources of stratospheric pollution.

ARTICLE VIII

For purposes of reviewing progress made in the implementation of activities initiated or continued in accordance with this Agreement, and to carry out further planning of cooperative studies, research and related activities, the three Governments shall arrange for periodic consultations which may include, inter alia, meetings of policy planners or technical experts.

ARTICLE IX

Reports of progress made and data obtained under this Agreement shall be exchanged each six months by the three Governments.

In place of such reports at the end of one year following signature of this Agreement, the three Governments shall prepare a joint report describing accomplishments achieved under this Agreement.

ARTICLE X

Nothing in this Agreement shall be construed to prejudice other existing or future arrangements for cooperation among the three Governments or their respective agencies.

ARTICLE XI

Activities under this Agreement shall be subject to budgetary appropriations and to the applicable laws and regulations of each country.

ARTICLE XII

Two years after signature of this Agreement, the three Governments shall review the Agreement and the actions taken under it and shall make any necessary modifications to it.

ARTICLE XIII

1. This Agreement shall enter into force upon signature by the three Governments and remain in force for five years thereafter.

However, any Government may at any time give notice to the other Governments of its intention to withdraw from this Agreement, in which case the Agreement shall terminate six

months after such notice has been given.

2. This Agreement may be extended by agreement of the three Governments for a further specified period.

In witness whereof the undersigned, being duly authorised thereto by their respective Governments, have signed the present Agreement.

Done in triplicate at Paris this 5 day of May 1976 in the English and French languages, both texts being equally authentic.

For the Government of the United States of America

 [1]

For the Government of the Republic of France

 [2]

For the Government of the United Kingdom of Great Britain and Northern Ireland

 [3]

[SEAL]

[SEAL]

[SEAL]

¹ Kenneth Rush

² G. de Courcel

³ C. M. James

ACCORD

ENTRE LES GOUVERNEMENTS DES ETATS-UNIS D'AMERIQUE, DE LA
REPUBLIQUE FRANCAISE ET DU ROYAUME-UNI DE GRANDE-BRETAGNE ET
D'IRLANDE DU NORD

Les Gouvernements des Etats-Unis d'Amérique, de la République française et du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord :

-Conscients des préoccupations relatives aux répercussions possibles des activités humaines sur la stratosphère terrestre,

-Reconnaissant que l'évaluation précise et la prévision de telles répercussions exigeront une meilleure compréhension de la haute atmosphère,

-Conscients de la nécessité d'engager d'une manière diligente l'effort à long terme que requière la compréhension de l'influence des facteurs susceptibles de provoquer des modifications de la stratosphère tels que l'aviation et les substances chimiques,

-Convaincus qu'une amélioration des possibilités de mesure et de surveillance des éléments de la stratosphère, y compris l'ozone, est essentielle à cette compréhension,

-Tenant compte de la diversité des activités nationales et internationales déjà entreprises dans le but d'évaluer les concentrations des éléments de la stratosphère et leur signification ainsi que des nouveaux programmes de travail internationaux envisagés actuellement par l'Organisation Météorologique Mondiale (ci-après dénommée "O.M.M.") et le Programme des Nations-Unies pour l'Environnement (ci-après dénommé "P.N.U.E.") et

-Désireux d'encourager une accélération des efforts à l'échelle mondiale en vue d'une meilleure compréhension du comportement de la stratosphère, et notamment de la couche d'ozone, et de démontrer la possibilité et l'utilité d'une action à cet effet menée en collaboration sur le plan international .

Sont convenus des dispositions suivantes :

Article I

Les trois Gouvernements conviennent de fixer comme objectif général du présent accord la recherche de mesures destinées à améliorer la compréhension de la stratosphère et notamment de coopérer à l'accroissement de la capacité de surveillance de l'ozone stratosphérique à l'échelle du globe.

Article II

Les trois Gouvernements rechercheront les moyens d'améliorer la collecte et d'accélérer le traitement, l'échange et l'analyse des données relatives à l'ozone stratosphérique, en travaillant soit individuellement soit en collaboration.

Au nombre des moyens à étudier figureront :

1/ La poursuite et le développement de la collecte des données à partir de stations au sol et d'instruments placés sur satellites, ballons, fusées et avions volant à haute altitude, y compris Concorde.

2/ L'échange et l'interprétation des données acquises par différentes méthodes, et l'engagement d'études comparatives en vue de déterminer les possibilités d'amélioration des techniques utilisées tant pour l'acquisition que pour l'analyse de ces données.

3/ L'engagement d'une étude portant sur le caractère approprié de la conception, du fonctionnement et de l'intégration de l'ensemble des systèmes de surveillance de l'ozone existants actuellement et en projet et qui ont pour objet la détection des tendances et fluctuations à long terme des niveaux d'ozone à l'échelle de l'hémisphère et du globe ainsi que la formulation de recommandations concernant les modifications appropriées à apporter à ces systèmes.

Cette analyse devra tenir compte des travaux s'y rapportant, présents ou futurs, des organisations internationales et des autres Gouvernements.

Article III

Les trois Gouvernements conviennent d'accroître les échanges d'information concernant les programmes et les projets de recherche et d'analyse de la stratosphère en cours ou prévus dans les trois pays, et de rechercher les possibilités d'une collaboration et d'une coordination plus étroites. Une attention particulière sera accordée aux Etats-Unis, notamment, au Programme relatif à la Pollution en Haute Altitude de la Federal Aviation Administration et aux travaux dans ce domaine de la National Oceanic and Atmospheric Administration, de la National Aeronautics and Space Administration et de la Environmental Protection Agency, en France aux activités du Comité sur les Conséquences des Vols Stratosphériques ainsi que du Comité d'Actions Concertées sur la Stratosphère de la Délégation Générale à la Recherche Scientifique et Technique en France et dans le Royaume-Uni aux recherches correspondantes du Département de l'Environnement.

Article IV

Les trois Gouvernements conviennent :

-de poursuivre les activités de recherches en coopération en cours ou en projet en vue d'élargir la compréhension de la composition et du comportement de la stratosphère,

-de faciliter les échanges de données pour leur étude par les chercheurs des trois pays, et

-d'examiner les possibilités et l'utilité d'engager des recherches supplémentaires en coopération.

Une attention particulière sera accordée :

-à la mesure des autres substances importantes tant naturelles qu'artificielles comme les oxydes d'azote, l'acide nitrique, la vapeur d'eau, les fluorocarbones et autres composés halogénés du carbone,

-à la nécessité d'améliorer les techniques et instruments d'analyse actuels, et

-à l'application de nouvelles méthodes de collecte de données.

Article V

Les trois Gouvernements conviennent de continuer à apporter leur soutien et à participer aux programmes de travail de l'O.M.M., notamment en maintenant et développant les activités de surveillance de l'ozone menées actuellement et en communiquant rapidement les résultats appropriés au Centre de Collecte des Données sur l'Ozone de l'O.M.M. situé au Canada.

Article VI

Les trois Gouvernements demanderont au P.N.U.E. de catalyser et de coordonner à l'échelle mondiale un programme de travail général sur les problèmes de protection de la stratosphère. Les trois Gouvernements s'efforceront d'obtenir que ce programme associe les efforts présents ou futurs des institutions spécialisées des Nations-Unies telles que l'O.M.M. l'Organisation Mondiale de la Santé et l'Organisation pour l'Alimentation et l'Agriculture aux recherches et analyses actuellement entreprises par les Gouvernements, qu'il définisse les domaines spécifiques nécessitant des travaux supplémentaires et qu'une attention particulière soit portée aux questions relatives aux répercussions biologiques et climatiques des variations de l'ozone afin de faciliter la définition de normes appropriées et, le cas échéant, l'établissement de mesures réglementaires si cela s'avère nécessaire.

Article VII

Les trois Gouvernements conviennent d'encourager

- l'Organisation de l'Aviation Civile Internationale à entreprendre l'évaluation de la base scientifique, des besoins futurs et des possibilités de développement en matière de définition de normes internationales concernant la pollution stratosphérique imputable à l'aviation civile ainsi qu'à formuler les recommandations appropriées si cela s'avère nécessaire.

Les trois Gouvernements conviennent également d'encourager les autres organisations internationales à entreprendre, chacune dans le domaine de sa compétence, des efforts similaires en ce qui concerne les autres sources possibles de pollution stratosphérique.

Article VIII

Afin de passer en revue les progrès effectués dans la mise en oeuvre des activités entreprises ou poursuivies conformément au présent Accord et en vue d'établir de nouveaux projets d'études de recherches ou d'autres activités en coopération dans ce domaine, les trois Gouvernements organiseront des consultations périodiques qui pourront comprendre, notamment, des réunions de responsables de programmes ou d'experts techniques.

Article IX

Les comptes rendus des progrès effectués et des données obtenues en vertu du présent Accord seront échangés tous les six mois par les trois Gouvernements.

A l'issu de la première année suivant la signature du présent Accord, les trois Gouvernements prépareront aux lieu et place des rapports susindiqués un rapport conjoint décrivant les résultats obtenus dans l'application dudit accord.

Article X

Aucune des dispositions du présent Accord ne devra être interprétée comme portant atteinte aux arrangements présents ou futurs conclus en matière de coopération entre les trois Gouvernements ou leurs représentants.

Article XI

Les activités entreprises en application du présent Accord seront subordonnées à l'existence de crédits budgétaires et soumises aux lois et règlements applicables dans chacun des trois pays.

Article XII

Deux ans après la signature du présent Accord les trois Gouvernements procéderont au réexamen dudit Accord ainsi que des actions entreprises dans son cadre et ils apporteront audit Accord les amendements nécessaires.

Article XIII

1/ Le présent Accord entrera en vigueur à la date de sa signature par les trois Gouvernements et restera en vigueur pendant une période de cinq ans.

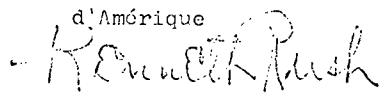
Cependant chacun des trois Gouvernements pourra à tout moment notifier aux autres son intention de dénoncer ledit Accord, auquel cas ce dernier cessera de porter ses effets six mois après une telle notification.

2/ Le présent Accord pourra être prorogé par consentement mutuel des trois Gouvernements pour une nouvelle période déterminée

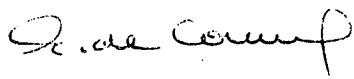
En foi de quoi les soussignés, à ce dûment habilités
par leur Gouvernement respectif, ont signé le présent accord.

Fait en trois exemplaires à Paris, le 5 mai 1976,
dans les langues française et anglaise, les deux versions
faisant également foi,

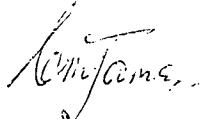
pour le Gouvernement
des Etats-Unis
d'Amérique



pour le Gouvernement
de la République française



pour le Gouvernement
du Royaume-Uni de Grande-Bretagne
et d'Irlande du Nord



SRI LANKA
Agricultural Commodities

*Agreement signed at Colombo April 9, 1976;
Entered into force April 9, 1976.
With agreed minutes
Signed at Colombo April 6, 1976.*

AGREEMENT BETWEEN
 THE GOVERNMENT OF THE UNITED STATES OF AMERICA
 AND THE GOVERNMENT OF THE REPUBLIC OF SRI LANKA
 FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Sri Lanka have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble, Parts I and III of the Title I Agreement signed on March 25, 1975, [¹] together with the following Part II:

PART II - PARTICULAR PROVISIONS:

I. Commodity Table:

<u>Commodity</u>	<u>Supply Period</u> U.S. FY	<u>Approximate Maximum Quantity (MT)</u>	<u>Maximum Export Market Value Millions</u>
Wheat/wheat flour (Wheat flour basis)	1976	100,000 (wheat flour)	\$22.0
		Total	\$22.0

II. Payment Terms:

Convertible Local Currency Credit:

- A. Initial Payment - 1.5 percent
- B. Currency Use Payment - None
- C. Number of Installment Payments - 31
- D. Amount of Each Installment Payment - Approximately equal annual amounts
- E. Due Date of First Installment Payment - 10 years after date of last delivery of commodities in each Calendar Year
- F. Initial Interest Rate - 2 percent
- G. Continuing Interest Rate - 3 percent

¹ TIAS 8107; 26 UST 1244.

III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period (U.S. Fiscal Year)</u>	<u>Usual Marketing Requirement (MT)</u>
Wheat/wheat flour (wheat flour basis)	1976	100,000

IV. Export Limitations:

- A. The export limitation period shall be U.S. Fiscal Year 1976 or any subsequent U.S. Fiscal Year during which commodities financed under this Agreement are being imported or utilized.
- B. For the purposes of Part I, Article III, A4 of the Agreement, the commodities which may not be exported are: for wheat/wheat flour -- wheat, wheat flour, rolled wheat, semolina, farina, and bulgur (or the same product under a different name).

V. Self-Help Measures

- A. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture.
- B. The Government of the Republic of Sri Lanka agrees to:
 1. Increasing the production of its major food grain crops through institutionalizing a coherent body of production-oriented policies to farmers.
 2. Increasing the production of secondary crops, through double cropping where possible, by means such as improved irrigation, assured availability of fertilizer, seeds and other needed inputs, credit, and provision of appropriate producer price incentives.
 3. Expanding irrigation and improving the efficiency of water use, by means such as investment in the maintenance and rehabilitation

of small and medium irrigation projects, technical advice to farmers, realistic charges for water use, and regulation as appropriate.

4. Allocation of adequate foreign exchange for critical inputs such as spare parts and vehicles especially for processing and essential service activities, and for agricultural chemicals, and fertilizer.
5. Strengthening agricultural research, extension and technical training on problems facing small farmers and as an integral part of rural development. Research will be devoted to developing improved cropping systems for specific selected crops.
6. Expanding and improving storage, transport, rural needs, and milling facilities for foodgrains and other foodstuffs in order to reduce spoilage and waste, and to reduce farmer to consumer costs.
7. Providing policies to insure continued production on lands potentially affected by land reform, and immediately following redistribution actions.
8. Maintaining a favorable investment climate for agriculture by increasing the availability of inputs and credit and sufficient resources to develop the agricultural sector.

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 sales of the commodities financed under this Agreement will be used for financing the self-help measures set forth in Item V and for other economic and agricultural development objectives identified in the national budget of the Government of the Republic of Sri Lanka, including the following:

Rural Road Improvements,
Irrigation Development,
Land Development in Agricultural Settlement
Areas and Government Lands,
Seed Variety Research, and
Development of Food Crops and Animal Husbandry.

B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country.

Item VII. Other Provisions

In case of an inconsistency between the Sinhala and English texts of this Agreement, the English text shall prevail.

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

DONE at Colombo, in duplicate, in English and Sinhala, this 9th day of April 1976.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:


Christopher Van Hollen
American Ambassador

FOR THE GOVERNMENT OF THE
REPUBLIC OF SRI LANKA


S.A. Meegama
Acting Secretary
Ministry of Planning
and Economic Affairs

ବ୍ୟାପି କାର୍ତ୍ତିନୀ ଦୁଇଲି ଲିଖିଛି ଯାଇଲୁ ଅପେକ୍ଷିତ ପଦବୀ ଅଣ୍ଟିଲାଗିଲେ ପ୍ରିଯେ ଲୋକ କାହାର ଅଣ୍ଟିଲାଗିଲେ ଅଧିକ ବ୍ୟାପି କାର୍ତ୍ତିନୀ ଦୁଇଲି ଜନମ ଦେଇଲାମି।

පෙන් ජාත අත්තු, ඇම් සහි තැබේමින උද්‍ය එක්සිටි එලඟ අපොහිත; එස්සේතු ජනපද අභ්‍යවුත් ම්‍රි ලකා ජනරජ අභ්‍යවුත් එතු වී ඇත. පෙන තිබේයා, 1975 මායි 25 දින අත්ත් නළ.. | එක ඕරුප තිබුණුවේ | එක යහ ම් || එක ගොට්ටුවලින්ද ප්‍රස්ථාවාලෙන්ද යටු ඇඟත් || එක ගොට්ටුවලින්ද එතු ඇත.

II ශේධ - විශේෂ ප්‍රතිඵලදක්

1 පත විජය දුර්ඩ	දුර්ඩ මුද සැපුදුම් තාල සැපුදුව අ.පී. එ.පුද්දල එස්ස (පෙරි- පුත්‍ර පෙර්)	ඇඟක උපදේශක පෙනුයා යායා පෙනුයා යායා (දින ලංඡ එල්ලේ)
කිතු/කිතු පිටි (කිතු පිටි එදනු) 1976 100,000 රු. 22.0 (කිතු පිටි) 1976 100,000 රු. 22.0 (කිතු පිටි)		

II. ගෙවීමේ ක්‍රාන්කදේශී:

ପରିଲିଙ୍ଗବ ଦେଖିବ ମୁଦିଲେ ଥାବ;

- (d) ප්‍රිල් ගෙවීම් - සියයට 1.5

(ආ) ව්‍යවහාර ප්‍රිද්ලේ ජයයේකු ගෙවීම් - සියිල් තැන.

(ඇ) ගෙවීම් එකිනෙක් යෙකු - 31

(ඈ) ගෙවන එක් එක් වැනියේ ප්‍රතිඵල - ආසන්න ව්‍යුයෙන් ප්‍රාග්
රැකිහි වැනියෙන්

(ඉ) ප්‍රිල් එකිනෙ ගෙවීම්ට තියැබූ දිනය - එක් රැක් ලිය් එරෙහෙදි දුරක්
ඇට්සන ව්‍යුයෙන් ණරුදුන් දිනයට අවුරුදු 10කට පෙළ

(ඊ) ප්‍රිල් පොලී ප්‍රතිඵල - සියයට 2 ඩී.

(උ) පරෝතා පෙරුඩී ප්‍රතිඵල - සියයට 3 ඩී.

III. සාම්ප්‍රදායක අලුවේ හිටිලේ ව්‍යුහය:

ඉත්සාය	ඇතායන තාලුපිටාව (අ.එ.ජ.පුද්දල ව්‍යුහය)	සාම්ප්‍රදායක අලුවේ හිටිලේ අවශ්‍යතාව (පෙරිපෙන් පොන්)
හිටිලු/හිටිලු පිටි (හිටිලු පිටි පැනව)	1976.	100,000

IV. ආපෘතිය පිටි, හිටිලේ:

(අ) අපෘතිය සිටි, හිටිලේ තාලුපිටාව, පෙර හිටිපුම උග්‍ර දරු ලෙස ගැනීම දෙන ආකෘතිය ගොරෝ ගෝ එපූරුත් කර ගැනීම 1976 අ.ඩ.ජ. පුද්දල ව්‍යුහය හෝ රට ප්‍රසුව එලෙන් අ.ඩ.ජ.පුද්දල ව්‍යුහයන් විය යුතුය.

(ආ) හිටිපුමේ 1 එක නොවැයේ, 111 එක මෙන්මතේ 44 හි තායේයන් යානා අපෘතිය දෙන ආකෘතිය දෙන නොහැකි දුට්‍රිය තම්: හිටිලු/හිටිලු පිටි – හිටිලු, හිටිලු පිටි, මැනී හිටිලු, පෙනෙෂ්ලිනා, ජ්‍රැනීනා යහා බේලුරු (ගෝ එක දුට්‍රිය පෙන්න තැවත් තැවත්).

V. ස්වයා-දායාර පිළිබඳ

(අ) පෙර ස්වයා-දායාර පිළිබඳ ස්වයාත්ථා හිටිලේද, දිලු ගැනීද පෙනෙයේ එල සංස්කරණ ප්‍රතිඵල ගොල්පිට දායාර්ලිට්, දිලු අයවැන්හා පුළු ගොවීපෙලවල තුළු තුවීය මේන් ප්‍රසුව තායේ තායේ හිම්පන්තයෙන් පුළු ට ඔහුවාත්ථාවල ගැනී ත්‍රැප්පියන් ඇති හිටිලේ ගොරෝ විශේෂ අදාළය යොමු යුතු ඇත.

(ආ) හි ලකා ජාතරජ ආත්මුව්

1. ගොවීන් යානා හිම්පන්තයට තැපුරු එක යේ ගැලුපෙන පුරුජාත්ත් ප්‍රාගාචාරී අධ්‍යාත්ම ගැනී පිටි මේන් තම රට අංශාර පිහිස ගොනා ඔහුවල අයේන්න එයේ දිලු හිටිලේ
2. එයේ දිලු නළ එකටිව් යානුප්‍රති පාන පෙනෙයාර, තිෂ යහා එකා යොදුවුම් දැනීම් යානුවා හිටිලේ මේන්ද මේන්ද යැයි තැන්දී දැන්නාර විග, හිටිලේන්ද, ජය පෙනුවාටි යානුප්‍රතිවාන් යා හිම්පන්තයට පුදු පෙනුවුම් විශ්ව යානුප්‍රතිවාන් මේන්වාන් දෙදිලේන්ද අව්‍යුත්තිය පෙනී චල හිම්පන්තය එයේ හිටිලේ,
3. ඇත් නා එයින එකටිව් යොදානා රුම් තැවේශු හිටිලේ නා, පුතරුවාන්යනා හිටිලේ, ගොවීන්ට නාටිකින ආදායා දිම්, ජල පරිභාරය යානා රාත්‍රීන ගැනීද හියම් හිටිලේ, යොනා පරිදි ට ප්‍රසුව පාලනය හිටිලේ වැනි පියවර මේන් එකටිව් ප්‍රසුව පුද්දල හිටිලේ නා, ජල පරිභාරය එයේ දිලු හිටිලේ,
4. අම්තර ගොවී යහා එක එක් ඉතා වැඩා වැඩුවුම් යානා විශේෂයන්ට ප්‍රසුව හිටිලේ නා අත්‍යාවත්‍ය යොරු, ප්‍රසුව පාලනය යානුවාලින් රුපායන් දුර්වල නා පෙනෙයාර යානාද ප්‍රමුණවල් විශේෂ විශේෂ පොන් හිටිලේ,

5. සුඩ ගොවීන් නා ගුවීය සංඝරිතයේ අධ්‍යෑපි නොවැන් වශයෙන් පිටුන් ප්‍රිජුන
දෙන ගැටුන පිලිනාද තාර්ථින ප්‍රුජුන්වේ ලබාදීමේ මා ත්‍යුහා උපින පැයේෂයන
සංඝරිත පිටිප වෙතට එම තමුණු ම්‍යාමේ තිරිපි. තෙරෙන පැයේෂයන තමුණු
ගොරුයන් හියුවා නොශ වෙශ විලුව අදාළ වැඩි දියුණු තුළ විය තිරිපි තුවරලු
සැප වූ ඇත.
6. අපගේ අස්, තරජ්වීම් අටු තිරිපිට මා ගොවීන්ගේ මා පාරිභාශිකායේගේ
චියුත්වී අටු තිරිපි එසේ යින්හ විශ්‍ය මා වෙනත් ආහාර දුටුස ඇතා, ගෙඩ්,
ඡැංගුවී, ප්‍රාන්ත ප්‍රාන්ත සහ ගොවීම් තහඟුත් පුවැල තිරිපි මා එකී
දියුණු තිරිපි.
7. ඉවති ප්‍රමියාත්තරය මා ඉතින්නිට තැවත බෙදා දිම් තරණයෙට ගෙන බැඳ
පාඨන් අටු තුළ ඉවති වළ අධ්‍යෑප පිශ්චංඛය අනින් තිරිපිට ප්‍රමිජ්‍යා
සහය තිරිපි.
8. යෙදුවුම් මා ජය ප්‍රාන්ත වැඩි දියුණු තිරිපි, තහඟුත්වීම් ආය දියුණු
තිරිපිට සැයෙන පාඨන් අටු තිරිපි එන තමුණු එමින් තහඟුත්වීම් ඇතා, හිතාර
ආයගීන මාතා පරානයන් පර්‍යාග්‍රාම, ගෙන යාම.

සං දී යැඳ්වීමට එකු ලෙසි.

VII. ආතායතන තරත රෙ වෙත රැස්වන ප්‍රිජුල යෙදුවීමට ඇත්තේ තරත ආර්ථික සංඝරිත තාය්‍යාගේ:

(අ) වෙත තේපුව පරිභේද වැය අරා ලබා යොතා ප්‍රවාන විභින්වෙන ආතායතන තරත
රෙ වෙත රැස්වන ප්‍රිජුල V මත නොවැය දැඩ්වන යෙයා-උපතාර පියවර විලුවැය
දැඩ්වන ට ට යොත් අඟ ඇතුළත්, ත් ලකා ජනරාල අයුප්පුද්වී ජාමින අය-වැය
ගැඹුවයේ සංඝරන් තෙරෙන වෙනත් ආර්ථික මා ත්‍යුහා උපින්වී සංඝරිත අරුණු ඇතාද
යොදාවුනු ඇත.

ඇ:වීය පාස් වැඩි දියුණු තිරිපි,
වාර්තාස් දියුණු තිරිපි,
ත්‍යුහා උපින්, ජනරාල මා රුහුදේ ඉවත්වෙන ඉවත් සංඝරිතය,
විවිධ බිජින්ස පැයේෂයන, පහ
ආහාර නොශ සහ සට්ට පාලන තමුණු තමුණු සංඝරිතය තිරිපි.

(ඇ) වෙත අරුණු දැදෙන ප්‍රිජුල යෙදුවීමේද, ආයාර ලබා රැවේ ජනතාව අතර පිටිව
දියුණුව ජන නොවේ වළ පිටිව තැක්වයද තම රැවේ සංඝරිත තමුණු විලුව සහයත්
විවිධ ප්‍රාන්ත තාය්‍යාග දියුණු තියුණු තිරිපි තෙරෙන් තෙළුවේ අධ්‍යාත්මක යොළු වූ ඇත.

VII. පෙන්වී පතිබඳ

පෙර ඔලියුවේ රංගුහි හා ඔල්ල පෙළ අතර පිසියම් ප්‍රමිතිරූද්ධිවාචක ආක්‍ර්මණයාන් ඉංගුහි පෙළ ඔල්ල පෙළ අභ්‍යන්තරීය පුදුය.

පෙර ඔලියුවට ගත්ති එගයෙන් එම තායිස්ස ඇඟා තිසි යේ බලය පවතු ලදී ට ර තියෙකුවයින් විසින් වෙම ඔලියුව අත්‍යාච්‍රා තුළ ලදී. සියලු හා රංගුහි පිටපත් දෙන්නින් පුද් වෙම ඔලියුවට 1976 අප්‍රේල් මායෙද් 09 දින නොලැබේ දී අත්‍යන්තර තරු ලදී.

අපේරිනා, එක්ස්පත් ජනපද ආක්‍ර්මණ
ලේඛනෝධින්

ශ්‍රී ලංකා ජනරජ ආක්‍ර්මණ
ලේඛනෝධින්

 ප්‍රේසිඩේපර් එක්ස්පත් නොලැබේ

ඩ්.එ.ර.මිතුව

ඩ්‍රි ලංකාවේ සිවිල
අපේරිනා, එක්ස්පත් ජනපද තාක්ෂණිකීය,

එස් බලන ලේඛනෝධින්
ඉමසය ප්‍රමාද නියුතු අවස්ථා නිවැරදි නිවැරදි නිවැරදි

[AGREED MINUTES]

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT
c/o American Embassy, Colombo Sri Lanka

April 6, 1976

Mr. S. Velayutham
Director
External Resources Division
Ministry of Planning and
Economic Affairs
Ceylinco House - 2nd Floor
Colombo 1

Dear Mr. Velayutham:

This letter will constitute the agreed minutes of our negotiations on the Agreement between our Governments to be signed on April 9, 1976 for sales of agricultural commodities.

1. Purchase authorizations issued under this Agreement will contain requirements that invitations for bids for both commodity and freight must be submitted to Foreign Agricultural Service (FAS), U.S. Department of Agriculture (USDA), Washington, for review prior to their release to prospective bidders. The primary purpose of this requirement is to enable the USDA to ensure that invitations do not contain terms or conditions which may be in conflict with Purchase Authorization terms and P.L. 480 [] financing regulations. Prior review of invitations will also give the USDA specialists an opportunity to provide advice and assistance in assuring realistic commodity delivery schedules and facilitate maximum flexibility in matching the available shipping to the commodity contracts.
2. The financing provides for the softest concessional terms with an initial payment of 1.5 percent but with no currency use payment being requested and takes into account Sri Lanka's current economic and financial situation.
3. Particular attention is drawn to Part I, Article I.E., which provides that the export market value specified in Part II may not be exceeded. This means that if commodity prices increase over those used in announcing the quantities and market values indicated in Part II of the Agreement, the quantity to be financed under the Agreement will be less than the approximate maximum quantity set forth in Part II. Should commodity prices decrease, however, the quantities of commodities to be financed will be limited to those specified in Part II.

¹ 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

4. The usual marketing requirements (UMR's) in Part II, Item III, of the Agreement are 100,000 metric tons of wheat flour for import during FY 1976. Although Sri Lanka's commercial imports over the past five-year period (FY 1970 through 1974) would clearly represent a higher average import level, the proposed FY 1976 UMR of 100,000 MT of wheat flour provides for a moderate increase over the FY 1975 UMR, but reflects the lower-than-average level established earlier in the year by other donor countries for economic and financial reasons. However, future Title I programming for Sri Lanka will have to reflect a higher wheat flour UMR.

5. Self-help measures and use of proceeds: Recent legislation amending Section 106 (B) and 109 (A) of P.L. 480 requires (1) specific emphasis on implementation of self-help measures so as to contribute directly to development progress in poor rural areas and to enable the poor to participate actively in increasing agricultural production through small farm agriculture, and (2) use of proceeds for purposes which directly improve the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country. These new requirements are reflected in the Agreement text Part II, Items V and VI.

6. Reporting requirements: Reporting is an essential part of the P.L. 480 Title I program. The Government of Sri Lanka is reminded of its responsibilities for submission of timely reports on compliance, arrival and shipping information (ADP sheets), self-help and financial-use of sales proceeds-matters, as required under the provisions of the Agreement.

7. In satisfaction of Part I, Article III.A.2, all non-concessional purchases by the Government of Sri Lanka will be processed under international tender with free and full access by U.S. exporters.

8. For identification and publicity of the commodities to be received, the Government of the Republic of Sri Lanka will insure insofar as practicable that food commodities are marked or identified at point of distribution or sale as being provided on a concessional basis to the Government of the Republic of Sri Lanka by the people of the United States. In addition, the Government of the Republic of Sri Lanka will publicize widely to the people of Sri Lanka, by public media and other means, including newspapers and radio, that the commodities are being provided on a concessional basis through the friendship of the American people. Quarterly reports on measures taken to implement these requirements will be submitted on the same schedule as other quarterly reporting required under the Agreement.

9. Our discussions also covered all of A.I.D.'s airgram AIDTO Circular A-487 dated July 6, 1974, the contents of which are incorporated herein by reference.

Please sign and return to me the attached copy of this letter to serve as a record of the matters on which we have agreed during negotiation of the new P.L. 480 Sales Agreement.

Sincerely yours,

Ernest Kanrich
A.I.D. Representative

I concur in the above statements:

S. Velayutham, Director
Division of External Resources
Ministry of Planning and Economic Affairs

JORDAN

Agricultural Commodities

Agreements amending the agreement of October 14, 1975.

Effectuated by exchange of notes

Signed at Amman March 4, 1976;

Entered into force March 4, 1976.

With minutes of negotiations.

And exchange of notes

Signed at Amman April 27, 1976;

Entered into force April 27, 1976.

The American Ambassador to the Jordanian Minister of Supply

No. 49

MARCH 4, 1976

EXCELLENCY:

I have the honor to refer to Title I, Public Law 480 Agricultural Sales Agreement signed by representatives of our two governments on October 14, 1975 [1] and to propose that the agreement be amended as follows:

(A) In Part II – Item I – Commodity Table:

(1) Under the appropriate columns for Wheat/Wheat Flour (Grain Basis); delete “40,000” and “\$6.1”; and insert “60,000” and “\$9.1” respectively; and

(2) Under the column entitled Maximum Export Market Value at the line designated “total” delete “\$6.1” and insert “\$9.1”.

(B) In Part II – Item V – Self-Help Measures:

Add as the first paragraph:

“A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to the development progress in poor rural area and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture”.

(C) In Part II – Item V – Self-Help Measures:

Insert “B” before the existing initial sentence which begins “The Government of Jordan . . .;”

¹ TIAS 8197 ; 26 UST 2905.

(D) In Part II – Item V – Self-Help Measures:

Redesignate the existing paragraphs currently designated A–G as 1–7.

(E) In Part II – Item VI – Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be used:

Insert “A” before existing paragraph beginning “The proceeds accruing to the importing country from the sale of commodities . . . etc.”

(F) In Part II – Item VI – Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be used:

Add the following paragraph immediately after the first paragraph:

“B. In the use of the proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country’s people and their capacity to participate in the development of their country”.

Except as provided above, all other terms and conditions of the October 14, 1975 Title I Agreement remain the same.

I have the honor to propose that this note and your Excellency’s note in reply concurring therein constitute an agreement between our two governments, effective from the date of your note in reply.

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

THOMAS R. PICKERING

Thomas R. Pickering
Ambassador

His Excellency

SALAH JUM’A

Minister of Supply
Amman

The Jordanian Minister of Supply to the American Ambassador

THE HASHEMITE KINGDOM
OF JORDAN

Ministry of Supply
AMMAN

بسم الله الرحمن الرحيم



الملكية الأردنية المهاشية

وزارة التموين
مان

Ref. No. 13/54/852

Date March 4, 1976

الرقم
التاريخ

Mr. Thomas R. Pickering, Ambassador
United States of America
Amman, Jordan

Dear Mr. Pickering:

I acknowledge with thanks the receipt of your Excellency's Note No. 49
dated March 4, 1976 which reads as follows:

"I have the honor to refer to Title I, Public Law-480 Agricultural
Sales Agreement signed by representatives of our two governments on
October 14, 1975 and to propose that the agreement be amended as follows:

(A) In Part II - Item I - Commodity Table:

(1) Under the appropriate columns for Wheat/Wheat Flour
(Grain Basis); delete "40,000" and "\$6.1"; and insert "60,000" and "\$9.1"
respectively; and

(2) Under the column entitled Maximum Export Market Value
at the line designated "total" delete "\$6.1" and insert "\$9.1".

(B) In Part II - Item V - Self-Help Measures:

Add as the first paragraph:

"A. In implementing these self-help measures, specific
emphasis will be placed on contributing directly to the development progress
in poor rural area and on enabling the poor to participate actively in
increasing agricultural production through small farm agriculture".

(C) In Part II - Item V - Self-Help Measures:

Insert "B" before the existing initial sentence which begins
"The Government of Jordan . . . ;"

(D) In Part II - Item V - Self-Help Measures:

Redesignate the existing paragraphs currently designated

A-G as 1-7.

[1] رقم ٤٠٣٧٨/٢٤٨٦ كتاب

¹ In translation reads: "Note no. 40378/2486".

(E) In Part II - Item VI - Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be used:

Insert "A" before existing paragraph beginning "The proceeds accruing to the importing country from the sale of commodities. . . etc".

(F) In Part II - Item VI - Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be used:

Add the following paragraph immediately after the first paragraph:

"B. In the use of the proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country".

Except as provided above, all other terms and conditions of the October 14, 1975 Title I Agreement remain the same.

I have the honor to propose that this note and your Excellency's note in reply concurring therein constitute an agreement between our two governments, effective from the date of your note in reply.

Accept, Excellency, the renewed assurances of my highest consideration." I have the honor to inform your Excellency that the foregoing is acceptable and reflects correctly the understanding of the Government of the Hashemite Kingdom of Jordan, and that your Excellency's note and this note in reply concurring therein constitute an agreement between our two Governments effective as of this day March 4, 1976.

Accept Excellency, my highest consideration.

Salah Jum'a
Salah Jum'a
Minister of Supply

March 4, 1976

MINUTES OF NEGOTIATIONS FOR THE AMENDMENT OF THE AGREEMENT
FOR THE SALE OF AGRICULTURAL COMMODITIES

SIGNED ON OCTOBER 14, 1975

UNDER U.S. PUBLIC LAW-480 [¹]

Representatives of the Government of the United States of America and the Government of the Hashemite Kingdom of Jordan, conducted negotiations beginning on February 28, 1976 on the United States Government offer to sell the Hashemite Kingdom of Jordan an additional 20,000 m.t. of wheat/wheat flour valued at US \$3.0 million under the provisions of US Public Law-480 for FY 1976. In the process of reviewing the provisions contained in this amendment to the October 14, 1975 Agreement the following items were brought to the attention of the Jordanian negotiators for purposes of clarification and emphasis.

1. The \$3.0 million export market value of the additional wheat covered by this amendment represents the maximum value for which new purchase authorizations may be issued, and against which the initial payment and/or currency use payment will be measured.
2. The additional 20,000 m.t. of wheat shown in Part II of the agreement for FY 1976 as amended, is an approximation based on current estimates of export market prices. It is understood however that if export prices of wheat decline the quantity of wheat sold under this amendment cannot exceed the 20,000 m.t. specified.
3. In the use of these PL-480 proceeds it was agreed that the GOJ will place emphasis on directly improving the lives of the poorest and their capacity to participate in the development of Jordan.

¹ 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

4. The U.S. Government requires three-working days (72 hours) advance notice from the date set for signing the amendment.

Except as provided above, the previous minutes of negotiations conducted on October 4, 1975 remain unchanged, and are considered part of the original agreement of October 14, 1975.

FOR THE GOVERNMENT OF THE UNITED
STATES OF AMERICA

Frederick F. Simmons
Frederick F. Simmons
AID Representative

FOR THE GOVERNMENT OF THE HASHEMITE
KINGDOM OF JORDAN

Salah Jum'a
Salah Jum'a
Minister of Supply

The American Ambassador to the Jordanian Minister of Supply

Note No. 103

APRIL 27, 1976

EXCELLENCY:

I have the honor to refer to Title I, Public Law 480 Agricultural Sales Agreement signed by representatives of our two governments on October 14, 1975 as amended on March 4, 1976 and to propose that the agreement be further amended as follows:

(A) In Part II – Item 1 – Commodity Table:

(1) Under the appropriate columns for Wheat/Wheat flour (Grain Basis); delete "60,000" and "\$9.1"; and insert "80,000" and "\$12.2" respectively; and

(2) Under the column entitled Maximum Export Market Value at the line designated "total" delete "\$9.1" and insert "\$12.2".

Except as provided above, all other terms and conditions of the October 14, 1975 Title I Agreement, as amended, remain the same.

I have the honor to propose that this note and your Excellency's note in reply concurring therein constitute an agreement between our two governments, effective from the date of your note in reply.

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

THOMAS R. PICKERING

Thomas R. Pickering
Ambassador

His Excellency

SALAH JUM'A

Minister of Supply

Amman

The Jordanian Minister of Supply to the American Ambassador

THE HASHEMITE KINGDOM
OF JORDAN
Ministry of Supply
AMMAN

بسم الله الرحمن الرحيم



الملكة الأردنية الهاشمية
وزارة التموين
عاصمة

Ref. No. 7/4/164
Date 27th April, 1976

الرقم
التاريخ

Mr. Thomas R. Pickering, Ambassador
United States of America
Amman, Jordan

Dear Mr. Pickering:

I acknowledge with appreciation the receipt of your Excellency's Note No. 103 dated April 27, 1976 which reads as follows:

"I have the honor to refer to Title I, Public Law 480 Agricultural Sales Agreement signed by representatives of our two governments on October 14, 1975 as amended on March 4, 1976 and to propose that the agreement be amended as follows:

(A) In Part II - Item I - Commodity Table:

(1) Under the appropriate columns for Wheat/Wheat Flour (Grain Basis); delete "60,000" and "\$9.1" and insert "80,000" and "\$12.2" respectively; and

(2) Under the column entitled Maximum Export Market Value at the line designated "total" delete "\$9.1" and insert "\$12.2".

Except as provided above, all other terms and conditions of the October 14, 1975 Title I Agreement, as amended, remain the same.

I have the honor to propose that this note and your Excellency's Note in reply concurring therein constitute an agreement between our two governments, effective from the date of your note in reply.

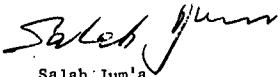
Accept, Excellency, the renewed assurances of my highest consideration."

كتاب رقم [1] ٤٠٣٧٨/٢٤٨٦

¹ In translation reads: "Note no. 40378/2486".

I have the honor to inform your Excellency that the foregoing
is acceptable and reflects correctly the understanding of the
Government of the Hashemite Kingdom of Jordan, and that your
Excellency's Note and this Note in reply concurring therein
constitute an agreement between our two Governments effective
as of this day April 27, 1976.

Accept, Excellency, my highest consideration.


Salah Jum'a
Minister of Supply

GUINEA

Agricultural Commodities

*Agreement signed at Conakry May 8, 1975;
Entered into force May 8, 1975.
With memorandum of understanding
Signed at Conakry October 7, 1975.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF GUINEA FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Guinea have agreed to the sales of the agricultural commodities specified below. This agreement shall consist of the Preamble, Parts I and III (attached), and the following Part II:

PART II. PARTICULAR PROVISIONS

ITEM I. Commodity Table

<u>Commodity</u>	<u>Supply Period (U.S. F Y)</u>	<u>Approximate Maximum Quantity (Metric Tons)</u>	<u>Maximum Export Market Value (Millions)</u>
Wheat Flour	1975	7, 500	\$1. 85
Rice	1975	15, 000	6. 03
Soybean Oil	1975	1, 500	1. 20
<u>TOTAL</u>			<u>\$9. 08</u>

ITEM II. Payment Terms

Convertible local currency credit:

1. Initial payment—5 per cent
2. Currency use payment—none
3. Number of installment payments—25 equal annual payments
4. Amount of each installment payment—approximately equal annual amounts
5. Due date of first installment payment—6 years after date of last delivery of commodities in each calendar year

6. Initial interest rate—2 per cent
7. Continuing interest rate—3 per cent

ITEM III. Usual Marketing Requirements

<u>Commodity</u>	<u>Import Period (U.S. F.Y.)</u>	<u>Usual Marketing Requirement</u>
Wheat Flour	1975	4,700 MT
Rice	1975	5,000 MT
Edible Vegetable Oil and/or Oil Bearing Seeds (Oil Equivalent Basis)	1975	1,900 MT

ITEM IV. Export Limitations

A. The export limitation period shall be United States Fiscal Year 1975 or any subsequent United States Fiscal Year during which commodities financed under this Agreement are being imported or utilized.

B. For the purpose of Part I, Article III A4 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). For rice—rice in the form of paddy, brown or milled. For soybean oil—all edible vegetable oils including peanut oil, soybean oil, cottonseed oil, rapeseed oil, sunflower oil and sesame oil, and all oil seeds and beans from which these oils are produced.

ITEM V. Self-Help Measures

The Government of Guinea agrees to:

1. Continue to take effective action to stabilize its economy and to guard against inflation.
2. Request the assistance of appropriate international organizations to implement studies of its agricultural programs and policy, especially of the marketing system, in order to improve efficiency and to achieve optimum production levels.
3. Accelerate applied research on food crops (principally rice and corn) to determine fertilizer requirements, to find higher yielding varieties and to disseminate such information for better crop and soil management practices.
4. Strengthen systems for collection, computation and analysis of agricultural statistics including import, export and other related trade data for use in determining agricultural production and marketing policies.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country Are To Be Used

The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in Item V and for the sectors described

in the Government of Guinea's development plan for the national economy.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF GUINEA FOR SALES OF AGRICULTURAL COMMODITIES

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

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Republic of Guinea (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 problem 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;

¹ 80 Stat. 1526; 7 U.S.C. 1701 *et seq.*

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 per cent 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 an initial payment as may be specified in Part II of this Agreement. The amount of this payment shall be that proportion 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 M 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, and 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 same 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 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 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 of 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 prog-

ress 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 onboard 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 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 Conakry, in duplicate, this eighth day of May 1975.

FOR THE GOVERNMENT OF
THE UNITED STATES OF
AMERICA

JOHN W MACDONALD JR

FOR THE GOVERNMENT OF
THE REPUBLIC OF GUINEA

ABDOU LAYE TOURE

**ACCORD ENTRE LE GOUVERNEMENT DES ETATS-UNIS
D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE
DE GUINEE EN VUE DE LA VENTE DE PRODUITS AGRI-
COLES**

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République de Guinée sont convenus des ventes des produits agricoles décrits ci-dessous. Le présent accord comprendra le Préambule, les Partie I et III (documents ci-joints), et la Partie II ci-après.

PARTIE II. DISPOSITIONS PARTICULIERES

POINT I. Tableau des Produits

Produits	Période d'Offre (Année Budgétaire des Etats-Unis)	Quantité Maximum Approximative (Tonne Métrique)	Valeur Maximum sur le Marché d'Exportation (Miliions)
Farine de Blé	1975	7, 500	\$1. 85
Riz	1975	15, 000	6. 03
Huile de Soja	1975	1, 500	1. 20
TOTAL			\$9. 08

POINT II. Modalités de Paiement

Crédit en monnaie locale convertible:

1. Paiement initial—5 pour cent
2. Paiement pour l'utilisation des devises—Aucun
3. Nombre de versements—25 versements annuels égaux
4. Montant de chaque versement—Versements annuels approximativement égaux
5. Date d'échéance du premier versement—Six ans après la date de la dernière livraison pour chaque année civile
6. Taux d'intérêt initial: 2 pour cent
7. Taux d'intérêt définitif—3 pour cent

POINT III. Tableau des Marchés Habituels

Produits	Période d'Importation (Année Budgétaire des Etats-Unis)	Obligations Relatives au Marché Habituel
Farine de Blé	1975	4,700 TM
Riz	1975	5,000 TM
Huile Végétale Comestible et Graines d'Huile (En Equivalent d'Huile)	1975	1,900 TM

POINT IV. Limitation des Exportations

A. La période de limitation des exportations sera l'année budgétaire 1975 des Etats-Unis ou toute autre année budgétaire subséquente des Etats-Unis, au cours de laquelle les produits financés aux termes du présent accord sont importés ou utilisés.

B. Aux fins d'application de la Partie I, Article III A4 du présent accord, les produits qui ne peuvent pas être exportés sont: Pour le blé/farine de blé-blé, farine de blé, fonio, semoule, fecule ou bulgur (ou même produit sous un nom différent). Pour le riz—riz, sous la forme de paddy, brun ou moulu. Pour l'huile de soja—toute huile végétale comestible y compris l'huile d'arachide, l'huile de soja, l'huile de coton, l'huile de colza, l'huile de tournesol, l'huile de sésame et toutes les graines ou fèves oléagineuses desquelles ces huiles sont produites.

POINT V. Mesures d'Auto-Assistance

Le Gouvernement Guinéen convient:

1. De continuer à prendre des mesures efficaces afin de stabiliser son économie et de la protéger contre l'inflation;

2. De demander l'assistance des organisations internationales appropriées pour effectuer des études portant sur ses programmes et sa politique agricole, notamment en ce qui concerne le système de commercialisation afin d'améliorer le rendement et d'atteindre les plus hauts niveaux de production.

3. D'accélérer la recherche appliquée sur les cultures alimentaires (principalement le riz et le maïs) afin de déterminer les besoins en engrains, d'obtenir des variétés qui donnent des rendements plus élevés et de formuler de meilleures pratiques d'aménagement en ce qui concerne les cultures et les sols;

4. Consolider des systèmes de rassemblement, des calculs, et d'analyses des statistiques agricoles y compris l'importation, l'exportation et d'autres éléments d'information afin de déterminer la production agricole et son système de commercialisation.

POINT VI. Développement Economique aux Fins Duquel le Produit des Ventes Revenant au Pays Importateur Doit Etre Affecté

Les bénéfices de la vente des produits financés sous cet accord, et revenant au pays importateur seront utilisés pour le financement des mesures d'auto-assistance énoncées dans le Point V et pour les secteurs décrits dans le plan de développement du Gouvernement Guinéen pour l'économie nationale.

ACCORD CONCLU ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE DE GUINEE EN VUE DE LA VENTE DE PRODUITS AGRICOLES

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

Reconnaissant qu'il est souhaitable de développer le commerce des produits agricoles entre les Etats-Unis d'Amérique (ci-après dénommés "le pays exportateur") et la République de Guinée (ci-après dénommée "le pays importateur") et d'autres nations amies, d'une manière telle que ce développement ne risque pas de porter préjudice aux marchés habituels du pays exportateur pour ces produits ou d'affecter indûment les prix mondiaux de ces produits agricoles ou d'entraver les pratiques commerciales d'usage établies avec les pays amis;

Tenant compte de l'importance que revêt pour les pays en voie de développement le fait de s'efforcer de s'aider eux-mêmes en vue de parvenir à un plus haut degré d'indépendance, particulièrement en s'efforçant de faire face eux-mêmes aux problèmes que posent la production alimentaire et l'accroissement démographique;

Reconnaissant la politique du pays exportateur qui consiste à mettre sa productivité agricole au service de la lutte contre la faim et la sous-alimentation dans les pays en voie de développement, à encourager ces pays à relever leur propre production agricole et à les aider dans leur développement économique;

Reconnaissant la volonté du pays importateur d'améliorer sa propre production, ses installations d'entreposage et la distribution de ses denrées alimentaires agricoles, y compris la réduction des pertes à tous les stades manutention des denrées;

Désirant préciser les conventions qui régiront les ventes de produits agricoles au pays importateur en vertu du titre I de la Loi sur le développement des échanges commerciaux et de l'aide en produits agricoles, telle que modifiée (ci-après dénommée "la Loi"), et les dispositions que les deux Gouvernements prendront individuellement et collectivement en vue de favoriser l'application des politiques mentionnées ci-dessus;

Sont convenus de ce qui suit:

1ère PARTIE - DISPOSITIONS GENERALES**ARTICLE PREMIER**

A - Le Gouvernement du pays exportateur s'engage à financer la vente de produits agricoles à des acheteurs autorisés par le Gouvernement du pays importateur conformément aux termes et conditions énoncés dans le présent accord.

B – Le financement de la vente des produits agricoles énumérés dans la II^{ème} Partie du présent accord sera subordonné à:

1. La délivrance par le Gouvernement du pays exportateur d'autorisations d'achat et à l'acceptation de ces autorisations par le Gouvernement du pays importateur;
2. La disponibilité des produits visés, à la date prévue pour leur exportation.

C – Les demandes d'autorisations d'achat devront être faites dans un délai de 90 jours à compter de la date d'entrée en vigueur du présent accord et, en ce qui concerne tous autres produits ou toutes quantités supplémentaires prévus par tout accord supplémentaire, dans un délai de 90 jours à compter de la date d'entrée en vigueur dudit accord supplémentaire. Les autorisations d'achat comporteront des dispositions relatives à la vente et à la livraison des produits visés et toutes autres dispositions pertinentes.

D – Sous réserve d'autorisations contraires du Gouvernement du pays exportateur, les livraisons des produits vendus aux termes du présent accord seront effectuées au cours des périodes d'offre fixées au tableau des produits figurant dans la II^{ème} Partie du présent accord.

E – La valeur de la quantité totale de chaque produit faisant l'objet des autorisations d'achat en vue d'un mode particulier de financement, autorisé aux termes du présent accord, ne devra pas dépasser la valeur marchande maximum d'exportation stipulée quant à ce produit et à ce mode de financement dans la II^{ème} Partie du présent accord. Le Gouvernement du pays exportateur pourra fixer la limite de la valeur totale de chaque produit couvert par des autorisations d'achat et devant faire l'objet d'un mode particulier de financement suivant que baisse le prix de ce produit ou que d'autres facteurs de marché le nécessitent, de sorte que les quantités d'un tel produit, vendues conformément à un mode stipulé de financement ne dépassent pas sensiblement la quantité maximum approximative applicable stipulée dans la II^{ème} Partie du présent accord.

F – Le Gouvernement du pays exportateur prendra à sa charge le fret différentiel afférent aux produits dont le transport à bord de navires battant pavillon des Etats-Unis sera exigé par le Gouvernement du pays exportateur (soit environ 50 pour cent du tonnage des produits vendus aux termes du présent accord). Le fret différentiel sera réputé être égal à la différence, telle qu'elle aura été déterminée par le Gouvernement du pays exportateur, entre les frais de transport maritime encourus (plus élevés qu'ils ne l'auraient été autrement) et ceux résultant de l'obligation d'utiliser des navires battant pavillon des Etats-Unis pour le transport des produits en question. Le Gouvernement du pays importateur ne sera pas dans l'obligation de rembourser au Gouvernement du pays exportateur le fret différentiel financé par le Gouvernement du pays exportateur.

G – Dès que possible après que l'espace nécessaire à bord de navires battant pavillon des Etats-Unis aura été réservé par voie de contrat

en vue de l'expédition des produits dont le transport à bord de navires battant pavillon des Etats-Unis est obligatoire, et au plus tard à la date à laquelle les navires arriveront au port de chargement, le Gouvernement du pays importateur ou les acheteurs autorisés par lui ouvriront une lettre de crédit, en dollars des Etats-Unis, d'un montant égal au coût estimatif du transport maritime desdits produits.

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

ARTICLE II

A. Paiement initial

Le Gouvernement du pays importateur effectuera ou fera en sorte que soit effectué tout paiement initial stipulé dans la II^{ème} Partie du présent accord. Le montant de ce paiement représentera la proportion du prix d'achat (exclusion faite de tous frais de transport maritime qui pourraient y figurer) égale au pourcentage stipulé à titre de paiement initial dans la II^{ème} Partie et ledit paiement sera effectué en dollars des Etats-Unis, conformément aux dispositions de l'autorisation d'achat applicable.

B. Paiement utilisant la monnaie locale

Le Gouvernement du pays importateur effectuera ou fera en sorte que soit effectué, à la demande du Gouvernement du pays exportateur et à raison de montants stipulés par lui, mais en aucun cas dans un délai de plus d'un an après le dernier décaissement fait par la Commodity Credit Corporation au titre du présent accord, ou au terme du délai d'approvisionnement, au dernier échu de ces termes, tout paiement qui pourrait être stipulé dans la II^{ème} Partie du présent accord en vertu de la Section 103(b) de ladite Loi (clause ci-après dite du "Paiement utilisant la monnaie locale"). Le paiement utilisant la monnaie locale représentera la partie du montant financée par le pays exportateur et égale au pourcentage spécifié relativement au paiement utilisant la monnaie locale dans la II^{ème} Partie. Le paiement devra être effectué conformément au paragraphe H et dans les buts spécifiés à la Sous-section 104(a), (b), (e) et (h) de la Loi, dont l'énoncé figure dans la II^{ème} Partie du présent accord. Ledit paiement devra être imputé a) au montant du paiement de chaque année en règlement des intérêts, dû durant la période précédant la date d'échéance du paiement de la première tranche, à compter de la première année, et b) au total du paiement en remboursement du principal et du paiement des intérêts, à compter du paiement de la première tranche, jusqu'à compensation de la valeur du paiement utilisant la monnaie locale. Sauf stipulation contraire dans la II^{ème} Partie, aucune demande de paiement ne sera faite par le Gouvernement du pays exportateur antérieurement au premier décaissement effectué par la Commodity Credit Corporation du pays exportateur, suivant le présent accord.

C. Mode de financement

La vente des produits visés dans la II^{ème} Partie sera financée selon le mode de financement indiqué dans ladite Partie. En outre, des dispositions spéciales relatives à ladite vente sont également énoncées dans la II^{ème} Partie.

D. Dispositions relatives au crédit

1. En ce qui concerne les produits livrés au cours de chaque année civile aux termes du présent accord, le principal du crédit (ci-après dénommé "le principal") comprendra le montant en dollars décaissé par le Gouvernement du pays exportateur pour les produits (frais de transport maritime non compris) moins toute fraction du paiement initial payable au Gouvernement du pays exportateur.

Le principal sera payé conformément au calendrier des paiements figurant dans la II^{ème} Partie du présent accord. Le premier versement sera dû et payable à la date fixée dans la II^{ème} Partie du présent accord. Les versements suivants seront dûs et payables à intervalles d'un an à compter de la date d'échéance du premier versement. Tout paiement imputable au principal pourra être effectué avant la date de son échéance.

2. Les intérêts portant sur le montant non payé du principal dû au Gouvernement du pays exportateur comme suite à la livraison de produits au cours de chaque année civile seront payés de la façon suivante:

a) Dans le cas du crédit en dollars, les intérêts commenceront à courir à compter de la date de la dernière livraison de produits au cours de chaque année civile. Les intérêts seront payés au plus tard à la date à laquelle est due chaque tranche de remboursement du principal, excepté que si l'échéance de la première tranche tombe plus d'un an après ladite date de dernière livraison, le premier paiement d'intérêts sera effectué, au plus tard, à une date correspondant exactement, au mois et au jour, à ladite date de dernière livraison et, par la suite, les intérêts seront payés annuellement et, au plus tard, à la date d'échéance de chaque tranche de remboursement du principal.

b) Dans le cas du crédit en monnaie locale convertible, les intérêts commenceront à courir à compter de la date du décaissement en dollars du Gouvernement du pays exportateur. Lesdits intérêts seront payés annuellement dans un délai d'un an à compter de la date de la dernière livraison de produits au cours de chaque année civile, excepté que si la date d'échéance des tranches de paiement attribuables à ces produits ne tombe pas à une date correspondant exactement, au mois et au jour, à ladite date de dernière livraison, tous intérêts ainsi courus à la date d'échéance de la première tranche de remboursement seront dus à la même date que la première tranche de paiement et, par la suite, lesdits intérêts seront payés aux dates d'échéance des tranches de paiement suivantes.

3. En ce qui concerne la période allant de la date à laquelle les intérêts commenceront à courir jusqu'à la date d'échéance de la

première tranche de paiement, les intérêts courus seront calculés au taux initial d'intérêt fixé dans la II^{ème} Partie du présent accord. Par la suite, les intérêts courus seront calculés au taux d'intérêt définitif fixé dans la II^{ème} Partie du présent accord.

E. Dépôts des versements

Le Gouvernement du pays importateur effectuera ou fera en sorte que soient effectués des versements au Gouvernement du pays exportateur d'un montant, en monnaie et aux taux de change stipulés dans le présent accord, de la façon suivante:

1. Les versements en dollars seront remis au Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C. 20250, à moins qu'il ne soit convenu entre les deux Gouvernements d'une autre méthode de paiement;

2. Les versements en monnaie locale du pays importateur (ci-après dénommés "monnaie locale") seront déposés au compte du Gouvernement des Etats-Unis d'Amérique dans des comptes portant intérêt dans des banques désignées par le Gouvernement des Etats-Unis d'Amérique dans le pays importateur.

F. Recettes des ventes

Le montant total des fonds acquis au pays importateur par suite de la vente de produits financés aux termes du présent accord, et devant être affecté aux fins de développement économique énoncées dans la II^{ème} Partie du présent accord, ne devra pas être inférieur à la somme en monnaie locale équivalente du décaissement en dollars effectué par le Gouvernement du pays exportateur dans le cadre du financement des produits (en dehors du fret différentiel), étant entendu, cependant, que des recettes ainsi affectées sera déduit tout paiement utilisant la monnaie locale effectué par le Gouvernement du pays importateur. Le taux de change devant servir de base au calcul de cette équivalence en monnaie locale sera le taux auquel l'autorité monétaire centrale du pays importateur, ou son représentant autorisé, vend des devises étrangères en échange de monnaie locale à l'occasion de l'importation commerciale de produits identiques. Tous fonds ainsi acquis et prêtés par le Gouvernement du pays importateur à des organisations privées ou non gouvernementales le seront à un taux d'intérêt approximativement équivalent aux taux appliqués à des prêts semblables dans le pays importateur. Le Gouvernement du pays importateur devra fournir, suivant sa méthode d'établissement de rapports budgétaires portant sur l'exercice financier, à tous moments où le demanderait le Gouvernement du pays exportateur, mais à des intervalles de temps maximums d'un an, un bilan des recettes et des dépenses auxquelles ces recettes sont affectées, accompagné de la certification des services compétents du Gouvernement du pays importateur chargés de la vérification des comptes et, dans le cas des dépenses, de l'indication du secteur budgétaire auxquelles lesdites dépenses se rapportent.

G. Calculs

Le calcul du paiement initial, du paiement utilisant la monnaie, locale et de tous les remboursements du principal et paiements des intérêts prévus par le présent accord sera effectué en dollars des Etats-Unis.

H. Paiements

Tous les paiements seront effectués en dollars des Etats-Unis ou, si le Gouvernement du pays exportateur en décide ainsi,

1. Lesdits paiements seront effectués en monnaies facilement convertibles de tiers pays, à un taux de change dont il sera mutuellement convenu, et seront utilisés par le Gouvernement du pays exportateur pour permettre à celui-ci d'acquitter ses obligations ou, dans le cas des paiements utilisant la monnaie locale, pour répondre aux buts énoncés dans la II^{ème} Partie du présent accord;

2. Lesdits paiements seront effectués en monnaie locale au taux de change applicable stipulé à l'article III G de la I^{ère} Partie du présent accord, en vigueur à la date à laquelle les paiements seront effectués, et seront, au gré du Gouvernement du pays exportateur, convertis en dollars des Etats-Unis au même taux, ou utilisés par le Gouvernement du pays exportateur pour acquitter ses obligations ou, dans le cas des paiements utilisant la monnaie locale, pour répondre aux buts, dans le pays importateur, énoncés dans la II^{ème} Partie du présent accord.

ARTICLE III

A. Commerce mondial

Les deux Gouvernements prendront le maximum de précautions pour s'assurer que les ventes de produits agricoles effectuées conformément aux dispositions du présent accord ne portent pas préjudice aux marchés habituels du pays exportateur pour ces produits ou n'affectent pas indûment les prix mondiaux de ces produits agricoles ou n'entravent pas les pratiques commerciales d'usage établies avec les pays que le Gouvernement du pays exportateur considère comme étant des pays amis (dénommés "pays amis" dans le présent accord). Aux fins d'application de la présente clause, le Gouvernement du pays importateur devra :

1. s'assurer que le total de ses importations en provenance du pays exportateur et d'autres pays amis, payé au moyen de ressources du pays importateur, sera au moins égal à la quantité des produits agricoles qui pourraient être spécifiés dans le tableau des marchés habituels figurant dans la II^{ème} Partie du présent accord durant chaque période d'importation indiquée dans ledit tableau et durant chaque période comparable suivante au cours de laquelle des produits dont l'achat sera financé aux termes du présent accord auront été livrés. Les importations de produits destinés à satisfaire à ces obligations concernant les marchés habituels au cours de chaque période d'importation devront être effectuées en plus des achats financés aux termes du présent accord;

2. prendre toutes dispositions pour assurer au pays exportateur une part équitable de tous achats commerciaux supplémentaires de produits agricoles par le pays importateur;

3. prendre toutes dispositions possibles pour empêcher la revente, le détournement en transit ou le transbordement à destination d'autres pays des produits agricoles achetés en vertu des dispositions du présent accord, ou l'utilisation de ces produits à des fins autres que celles devant satisfaire aux besoins du pays (sauf dans les cas où leur revente, leur détournement en transit, leur transbordement ou leur utilisation à d'autres fins que celles prévues seraient expressément approuvés par le Gouvernement des Etats-Unis d'Amérique);

4. prendre toutes dispositions possibles pour empêcher l'exportation de tous produits d'origine nationale ou étrangère, dont définition est donnée dans la II^{ème} Partie du présent accord, durant la période de limitation des exportations spécifiée dans le tableau des limitations des exportations figurant dans la II^{ème} Partie du présent accord (sauf stipulations particulière de la II^{ème} Partie du présent accord ou dans le cas où de telles exportations seraient expressément approuvées par le Gouvernement des Etats-Unis d'Amérique).

B. Commerce privé

Aux fins d'application du présent accord, les deux Gouvernements s'efforceront d'assurer les conditions commerciales qui permettront aux négociants privés d'exercer leur commerce sans entrave.

C. Auto-assistance

La II^{ème} Partie du présent accord décrit le programme que le Gouvernement du pays importateur a entrepris en vue d'améliorer sa production, ses installations d'entreposage et la commercialisation des produits agricoles. Le Gouvernement du pays importateur devra, dans les formes et aux dates auxquelles le Gouvernement du pays exportateur pourrait en faire la demande, fournir un rapport sur les progrès réalisés par le Gouvernement du pays importateur quant à l'application des mesures d'auto-assistance de cette nature.

D. Informations

En plus de tous autres rapports dont les deux Gouvernements sont convenus, le Gouvernement du pays importateur devra, au moins tous les trimestres au cours de la période d'approvisionnement spécifiée à la II^{ème} Partie, Point I, du présent accord et lors de toute période ultérieure comparable durant laquelle des produits achetés aux termes du présent accord sont importés ou utilisés, communiquer ce qui suit:

1. Les renseignements ci-après concernant chaque expédition de produits relevant du présent accord: le nom de chaque navire, la date d'arrivée, le port d'arrivée, le produit et la quantité livrés, l'état dans lequel la cargaison a été livrée;

2. Un rapport indiquant les progrès réalisés en vue de satisfaire aux obligations relatives aux marchés habituels;

3. Un rapport exposant les mesures prises aux fins d'application des dispositions des sections A. 2) et 3) du présent article;

4. Des informations statistiques sur les importations par pays d'origine et sur les exportations par pays destinataire, quant aux produits identiques ou similaires à ceux qui sont importés aux termes du présent accord.

E. Méthode de rapprochement et d'ajustement des comptes

Les deux Gouvernements devront chacun adopter toute méthode propre à faciliter le rapprochement de leurs relevés respectifs des montants financés en ce qui concerne les produits livrés durant chaque année civile. La Commodity Credit Corporation du pays exportateur et le Gouvernement du pays importateur pourront procéder à tous ajustements des comptes de crédit qu'ils jugeraient d'un commun accord comme étant appropriés.

F. Définitions

Aux fins d'application du présent accord:

1. La livraison sera réputée avoir eu lieu à la date du reçu à bord figurant dans le connaissment maritime signé ou paraphé pour le compte du transporteur;

2. L'importation sera réputée avoir eu lieu lorsque le produit visé aura passé la frontière du pays importateur et aura été dédouané, s'il y a lieu, par ledit pays;

3. L'utilisation sera réputée avoir eu lieu lorsque le produit visé aura été vendu aux négociants dans le pays importateur, sans restriction concernant son emploi dans ledit pays, ou lorsqu'il aura été distribué de toute autre manière au consommateur dans le pays.

G. Taux de change applicable

Aux fins d'application du présent accord, le taux de change applicable en vue de déterminer le montant de toute somme en monnaie locale devant être versée au Gouvernement du pays exportateur sera un taux en vigueur à la date de versement par le pays importateur qui ne sera pas moins favorable au Gouvernement du pays exportateur que le taux de change le plus élevé pouvant être légalement obtenu dans le pays importateur et un taux qui ne sera pas moins favorable au Gouvernement du pays exportateur que le taux de change le plus élevé pouvant être obtenu par tout autre pays. En ce qui concerne la monnaie locale:

1. Tant qu'un système de taux de change unitaire est maintenu en vigueur par le Gouvernement du pays importateur, le taux de change applicable sera le taux auquel l'autorité monétaire centrale du pays importateur, ou son agent autorisé, vend des devises étrangères en échange de monnaie locale;

2. Au cas où un système de taux de change unitaire ne serait pas maintenu en vigueur, le taux applicable sera le taux qui (selon qu'il en aura été convenu mutuellement par les deux Gouvernements)

répondra aux conditions stipulées dans le premier alinéa de la présente section G.

H. Consultation

A la requête de l'un ou l'autre, les deux Gouvernements se consulteront en ce qui concerne toute question soulevée par le présent accord, notamment en ce qui concerne l'exécution des dispositions prévues en vertu du présent accord.

I. Identification et publicité

Le Gouvernement du pays importateur prendra toutes mesures dont il pourrait être mutuellement convenu avant la livraison en vue de procéder à l'identification des denrées alimentaires aux lieux de distribution dans le pays importateur et en vue d'assurer la publicité de la manière prévue au sous-paragraphe 103 (1) de la Loi.

III^eme PARTIE – DISPOSITIONS FINALES

A. Le présent accord pourra être dénoncé pour toute raison par l'un ou l'autre des Gouvernements par notification de dénonciation adressée à l'autre Gouvernement et par le Gouvernement du pays exportateur si celui-ci juge que le programme d'auto-assistance décrit dans l'accord ne se déroule pas convenablement. Cette dénonciation ne réduira aucune des obligations financières que le Gouvernement du pays importateur aura contractées à la date de ladite dénonciation.

B. Le présent accord entrera en vigueur à la date de sa signature.

EN FOI DE QUOI, les représentants soussignés, dument autorisés à cet effet, ont signé le présent accord.

FAIT à Conakry, en double exemplaire, le 8 mai 1975.

POUR LE GOUVERNEMENT DES
ETATS-UNIS D'AMERIQUE

JOHN W MACDONALD JR

POUR LE GOUVERNEMENT DE
LA REPUBLIQUE DE GUINEE

ABDOULAYE TOURE

MEMORANDUM OF UNDERSTANDING CONCERNING
THE FY 1975 PL480 AGREEMENT BETWEEN
THE GOVERNMENT OF THE REPUBLIC OF GUINEA AND
THE GOVERNMENT OF THE UNITED STATES OF AMERICA

1. Section 103 (c) of the United States Public Law 480 requires that the President of the United States shall take reasonable precautions to safeguard usual marketings of the United States and to assure that sales under PL480 Title I will not unduly disrupt world prices of agricultural commodities or normal patterns of commercial trade with friendly countries.

This requirement is covered by language in the sales agreements and by specific usual market undertakings which take the form of a minimum quantity of usual imports to be procured by the recipient country from the United States or from other sources designated as eligible by PL480.

In signing a PL480 agreement, the recipient country acknowledges the following facts and accepts the obligations contained therein:

- A. The Usual Marketing Requirement for each commodity is presumed to be the minimum quantity that would be imported through normal commercial channels in the absence of a Title I sales agreement and, therefore, must be imported commercially even if the full allotment under Title I is not utilized.

- B. The Usual Marketing Requirement is to be financed by the recipient government from its own resources (not including funds from AID). Imports from the USSR, People's Republic of China, Czechoslovakia, Hungary, German Democratic Republic, Bulgaria, Romania, Albania, Cuba, North Vietnam and North Korea, commodities imported under PL480, or grants received from the United States or other sources cannot be counted toward the UMR's.
- C. Should the United States Government authorize and finance deliveries of Title I commodities to extend beyond the supply period specified in Part II of the Agreement, the importing country will be required (Article III-A-1) to maintain the same UMR again for the subsequent comparable period. If a UMR different from that established in the agreement is deemed appropriate, the agreement will be amended.

It is the understanding of the Government of the United States that the Government of Guinea accepts and acknowledges these requirements which have been part of all PL480 Agreements signed between the two countries since the first agreement of 1962. Therefore, acknowledging certain deficits in its UMR's, prior to signing the FY1975 Agreement, the Government of Guinea agreed that the following level of imports would be made between April and June 1975, that is, during the

last quarter of FY1975. These commodities must pass Guinean customs on, or before, June 30, 1975:

Rice	6,200 MT
Wheat Flour	1,500 MT
Vegetable Oil	500 MT

The UMR for rice includes a 3,000 MT shortfall from 1972 and is included in the requirement for this last quarter of FY1975.

2. The GOG also acknowledges it is aware that short-term commercial credit (6 to 36 months) is available through the United States Commodity Credit Corporation Export Credit Sales Program. This source of funding may be used to purchase the usual marketing requirements.
3. The Government of Guinea further acknowledges that the provisions of PL480 concerning usual marketings and the resale, diversion and transshipment of PL480 commodities necessitate obtaining data to check compliance with these requirements. This information is to be supplied promptly on the fifteenth day of January, April, July and October and is to cover the information mentioned in sub-paragraphs 2, 3 and 4 of paragraph D, Article III, Part I of the Agreement.

The Government of the United States also wishes to point out that the shipping and arrival reports which are required should be returned to the United States Embassy as soon as possible but no later than thirty days from the date of unloading or the date of receipt of the shipping and arrival sheets, whichever is later.

4. The Government of Guinea further acknowledges that the issuances of Purchase Authorizations for the commodities designated under the Agreement, which in FY1975 includes

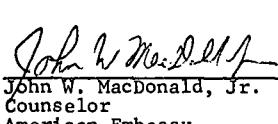
Rice	15,000 MT
Wheat Flour	7,500 MT
Soybean Oil	1,500 MT

is dependent upon market conditions.

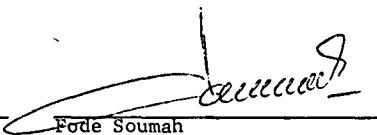
At the same time, no carry-over into fiscal year 1975 can be allowed on any portion of the commodities not shipped before June 30, 1975. Consequently, the Government of the United States advises the Government of Guinea of the absolute necessity that all commodities provided for in this agreement be shipped before June 30, 1975.

5. With regard to payments for the commodities purchased, the Government of Guinea assumes the responsibility set forth in Part II, Item II (1), upon delivery of commodities purchased under this agreement to pay 5% of the purchase price in dollars or types of currency which can be converted into dollars.
6. The remaining balance for the commodities purchased will be due in 25 approximately equal annual payments that will begin 6 years after the date of the last delivery of the commodities. The initial interest rate will be 2%, but the continuing interest rate will be 3%.
7. The Government of Guinea acknowledges that debts owed to various United States agencies, including but not limited to the Commodity Credit Corporation, the Export-Import Bank, the Agency for International Development and the Department of the Treasury will be paid promptly when due and that all outstanding balances as described in the Preliminary Minutes of the PL480 negotiations, in any notes delivered to the Government of Guinea or as may exist between the two governments will be satisfied in accordance with the requirements of the agreement. The Government of Guinea assumes these obligations and in so acknowledging them commits itself to payment when due. For its part the Government of the United States commits itself to keeping the Government of Guinea informed of any and all arrearages which may have a bearing on the execution of the agreement.

8. The proceeds accruing to the Government of Guinea from the sale of the commodities financed under this Agreement will be used for financing the self-help measures set forth in Item V of the Agreement.
9. The Government of the United States will finance only the differential between United States and foreign flag rates on the 50% of the commodities shipped in United States flag vessels. Provision for payment is made in Part III, Article I, paragraph F, of the Agreement.



John W. MacDonald, Jr.
Counselor
American Embassy


Fode Soumah

Fode Soumah
Director, Division of
Agreements and Programs
Ministry of Exterior Commerce

October 7, 1975
Date

MEMORANDUM D'ENTENTE CONCERNANT L'ACCORD SOUS
LA LOI PUBLIQUE 480 DE L'ANNEE FISCALE 1975
ENTRE LE GOUVERNEMENT DE LA REPUBLIQUE
DE GUINEE ET LE GOUVERNEMENT DES
ETATS-UNIS D'AMERIQUE

1. La section 103 (c) de la Loi Publique 480 (PL 480) des Etats-Unis exige que le Président des Etats-Unis prenne des précautions raisonnables pour sauvegarder les marchés habituels des Etats-Unis et pour assurer que les ventes sous le Titre I de PL 480 ne brisent pas, à tort, les prix mondiaux des produits agricoles ou les normes de commerce avec les pays amis.

Cette exigence est satisfaite dans l'énoncé des accords de vente et par les engagements de commercialisation spécifiques et habituels qui prennent la forme d'une quantité minimum d'importations habituelles que le pays bénéficiaire doit se procurer aux Etats-Unis ou dans d'autres sources désignées et acceptables par la PL 480.

En signant un accord sous la PL 480, le pays bénéficiaire reconnaît les faits suivants et accepte les obligations y comprises:

A. Les Obligations Relatives au Marché Habituel (ORMH) pour chaque denrée sont présumées être la quantité minimum qui serait importée à travers les canaux normaux de commercialisation, dans l'absence de l'accord des ventes sous le Titre I, et par conséquent doit être importée commercialement même si l'attribution totale sous le Titre I n'est pas utilisée.

B. Les Obligations Relatives au Marché Habituel doivent être financées par le Gouvernement bénéficiaire avec ses propres ressources (sans inclure les fonds provenant de AID). Les importations de URSS, République Populaire de Chine, Tchécoslovaquie, Hongrie, République Démocratique Allemande, Bulgarie, Roumanie, Albanie, Cuba, Vietnam du Nord et Corée du Nord, les produits importés sous la Loi Publique 480, ou subventions reçues de la part des Etats-Unis ou autres sources ne peuvent satisfaire aux Obligations Relatives au Marché Habituel.

C. Si le Gouvernement des Etats-Unis autorise et finance la livraison des marchandise du Titre I au delà de la période d'approvisionnement spécifiée dans la Partie II de l'accord, le pays importateur sera tenu (Article III-A-1) de maintenir encore les mêmes Obligations Relatives au Marché Habituel pour la période subéquente comparable. Si une obligation différente de celle établie dans l'accord est jugée appropriée l'accord sera amendé.

Le Gouvernement des Etats-Unis entend que le Gouvernement de Guinée accepte et reconnaît ces exigences, qui ont fait partie de tous les accords sous la PL 480 signés entre les deux pays depuis le premier accord de 1962. Par conséquent, en reconnaissant des déficits dans les ORMH, avant la signature de l'accord de l'année fiscale 1975, le Gouvernement de Guinée a convenu que le niveau suivant des importations serait atteint entre avril et juin 1975, c'est à dire pendant le dernier quart de l'année fiscale 1975. Ces denrées devraient passer à la douane Guinéenne le 30 juin 1975, ou avant.

Riz	6.200 TM
Farine de blé	1.500 TM
Huile végétale	500 TM

La ORMH pour le riz comprend un déficit de 3.000 TM depuis 1972 et est inclus dans la demande pour ce dernier quart de l'année fiscale 1975.

2. Le Gouvernement de Guinée reconnaît aussi ne pas ignorer que le crédit commercial à court terme (6 à 36 mois) est disponible à travers le programme des ventes d'exportation à crédit du CCC des Etats-Unis. Cette source de financement peut être utilisée pour acheter les Obligations Relatives au Marché Habituel.
3. Le Gouvernement de Guinée reconnaît en plus, que les dispositions de la PL 480 concernant la commercialisation habituelle et la revente, détournement et transbordement des provisions de la PL 480, nécessitent l'obtention des données pour vérifier la conformité à ces exigences. Cette information doit être fournie ponctuellement les 15 janvier, avril, juillet et octobre, dans le but de donner satisfaction à l'information mentionnée dans les sous-paragraphe 2, 3 et 4 du paragraphe D, Article III, Partie I de l'Accord.

Le Gouvernement des Etats-Unis désire aussi signaler que les rapports d'expédition et d'arrivée demandés devraient être rendus à l'Ambassade des Etats-Unis aussitôt que possible, mais non au-delà de 30 jours depuis la date de débarquement ou la date de réception du bulletin d'expédition et d'arrivée, selon celle des deux dates qui est la plus récente.

4. Le Gouvernement de Guinée reconnaît en plus que la délivrance des autorisations d'achat pour les produits désignés sous l'Accord qui comprend pour l'année fiscale 1975:

Riz	15.000 TM
Farine de blé	7.500 TM
Huile de soya	1.500 TM

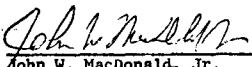
dépend des conditions du marché.

Au même temps, aucun report dans l'année fiscale 1975 ne peut être accepté pour aucune portion de denrées non embarquée avant le 30 juin 1975. En conséquence le Gouvernement des Etats-Unis informe le Gouvernement de la République de Guinée de la nécessité absolue que toutes les denrées fournies par cet Accord

soient embarquées avant le 30 juin 1975.

5. En ce qui concerne les paiements des denrées achetées, le Gouvernement de Guinée assume la responsabilité énoncée dans la Partie II, Item II (1), de payer 5% du prix d'achat en dollars ou autre devise convertible en dollars au moment de délivrance des denrées achetées sous cet Accord.
6. Le solde correspondant aux denrées achetées sera payable en 25 annualités approximativement égales, qui commenceront 6 ans après la date de la dernière délivrance des denrées. Le taux d'intérêt initial sera de 2% mais le taux définitif sera de 3%.
7. Le Gouvernement de Guinée reconnaît que les dettes envers plusieurs agences des Etats-Unis qui comprennent, mais qui ne sont pas limitées à, la Corporation de Crédit Commercial, la Banque Export-Import, l'Agence pour le Développement International et le Département du Trésor, seront payées ponctuellement à la date prévue et que tout solde en cours de règlement comme il a été décrit dans les Communiqués Préliminaires des négociations sous la PL 480, en toute note remise au Gouvernement de Guinée ou qui puisse exister entre les deux gouvernements, sera satisfait en conformité aux exigences de l'Accord. Le Gouvernement de Guinée assume ces obligations et en les reconnaissant s'engage à payer à la date prévue. De sa part, le Gouvernement des Etats-Unis s'engage à maintenir le Gouvernement de Guinée informé de chaque et de tout arriéré qui puisse avoir un rapport avec l'exécution de l'Accord.
8. Les bénéfices afférents au Gouvernement de Guinée provenant de la vente des denrées financées sous cet Accord, seront destinées à financer les mesures de auto-assistance énoncées dans l'Item V de l'Accord.

9. Le Gouvernement des Etats-Unis financera seulement la différence entre les taux américain et étrangers pour le 50% des denrées embarquées dans des bateaux sous pavillon américain. Les dispositions pour effectuer le paiement sont prises dans la Partie III, Article I, paragraphe F de cet Accord.


John W. MacDonald, Jr.
Conseiller
Ambassade des Etats-Unis
d'Amérique


Fode Soumah
Directeur Général de la Division
des Accords et Programmes
Ministère du Commerce Extérieur

Date: 7 octobre 1975

EGYPT

Agricultural Commodities

Agreements amending the agreement of October 28, 1975.

Effectuated by exchange of notes

Signed at Cairo March 6, 1976;

Entered into force March 6, 1976.

And exchange of notes

Signed at Cairo May 4, 1976;

Entered into force May 4, 1976.

And exchange of notes

Signed at Cairo June 14, 1976;

Entered into force June 14, 1976.

The Secretary of the Treasury to the Egyptian Minister of Commerce

CAIRO, EGYPT, March 6, 1976

EXCELLENCY:

I have the honor to refer to the Title I Public Law 480 Agricultural Sales Agreement signed by representatives of our two Governments on October 28, 1975,^[1] and to propose that the Agreement be amended by adding the following:

A. Part II, Item I, Commodity Table:

Under appropriate columns: (1) insert between "Tobacco and/or Tobacco Products" and "Wheat" the following: "Wheat/Wheat Flour (grain equivalent basis), 1976, 500,000 and \$76.2;" and (2) under Maximum Export Market Value, at line designated as the total delete "\$98.1" and insert "\$174.3."

B. Part II, Item V, Self-help measures:

(1) Add as a new paragraph the following: "A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to the development process in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture."

(2) Insert "B" before existing initial sentence which begins, "The Arab Republic of Egypt . . ."

¹ TIAS 8201; 26 UST 2928.

C. Part II, Item VI, Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

(1) Insert "A" before existing paragraph beginning "The proceeds accruing to . . ."

(2) Add as a new paragraph the following.

"B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country."

All other terms and conditions of the October 28, 1975 Agreement remain the same.

I propose that this Note and your reply concurring therein constitute agreement between our two Governments to be effective on the date of your Note in reply.

Accept, Excellency, the assurance of my highest consideration.

WILLIAM E. SIMON

His Excellency

ZAKARIA M.T. ABDUL FATTAH
Minister of Commerce
Cairo

The Egyptian Minister of Commerce to the Secretary of the Treasury

THE ARAB REPUBLIC OF EGYPT

MINISTRY OF COMMERCE

March 6, 1976

Excellency:

I have the honor to acknowledge receipt of your letter of March 6, 1976 which reads as follows.

"I have the honor to refer to the Title I Public Law 480 Agricultural Sales Agreement signed by representatives of our two Governments on October 28, 1975, and to propose that the Agreement be amended by adding the following:

A. Part II, Item I, Commodity Table:

Under appropriate columns: (1) insert between "Tobacco and/or Tobacco Products" and "Wheat" the following: "Wheat/Wheat Flour (grain equivalent basis), 1976, 500,000 and \$76.2"; and (2) under Maximum Export Market Value, at line designated as the total delete "\$98.1" and insert "\$174.3."

B. Part II, Item V, Self-help Measures:

(1) Add as a new paragraph the following.

"A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to the development process in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture."

(2) Insert "B" before existing initial sentence which begins, "The Arab Republic of Egypt..."

His Excellency

William E. Simon

Secretary of the Treasury

Washington, D.C.

C. Part II, Item VI, Economic Development Purposes for
which Proceeds Accruing to Importing Country are to
be Used:

(1) Insert "A" before existing paragraph beginning
"The proceeds accruing to..."

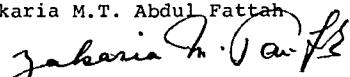
(2) Add as a new paragraph the following.

"B. In the use of proceeds for these purposes emphasis
will be placed on directly improving the lives of the
poorest of the recipient country's people and their
capacity to participate in the development of their
country."

All other terms and conditions of the October 28, 1975
Agreement remain the same."

I have the honor to inform Your Excellency that the terms
of the foregoing note are acceptable to the Government of the
Arab Republic of Egypt and that the Government of the Arab
Republic of Egypt considers Your Excellency's note and the
present reply as constituting an agreement between our two
governments on this subject, to enter into force on the date
of this reply.

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

Zakaria M.T. Abdul Fattah

Minister of Commerce

The American Ambassador to the Egyptian Minister of Commerce and Supply

CAIRO, EGYPT May 4, 1976

EXCELLENCY:

I have the honor to refer to the Title I Public Law 480 Agricultural Sales Agreement signed by representatives of our two Governments on October 28, 1975, as amended March 6, 1976, and to propose that the Agreement be further amended as follows:

A. Part II, Item I, Commodity Table: For "Wheat", "Wheat Flour", "Wheat/Wheat Flour" and "Tobacco and/or Tobacco Products", under column entitled "Supply Period" after "U.S. Fiscal Year" insert "plus July 1 through September 30, 1976".

B. Part II, Item III, Usual Marketing Table: Under Import Period Column for "Wheat/Wheat Flour" and "Tobacco and/or Tobacco Products" delete for each commodity "1976" and insert "1976 plus July 1 through September 30, 1976".

C. Part II, Item IV, Export Limitations: In Paragraph A after "Fiscal Year 1976" insert "plus July 1 through September 30, 1976".

All other terms and conditions of the October 28, 1975 Agreement, as amended March 6, 1976, remain the same.

I propose that this Note and your reply concurring therein constitute agreement between our two Governments to be effective on the date of your Note in reply.

Accept, Excellency, the assurance of my highest consideration.

HERMANN FR. EILTS

His Excellency

ZAKARIA M.T. ABDUL FATTAH

*Minister of Commerce and Supply
Cairo.*

The Egyptian Minister of Commerce and Supply to the American Ambassador

ARAB REPUBLIC OF EGYPT

MINISTRY OF COMMERCE AND SUPPLY

OFFICE OF THE MINISTER

(4239)

May 4, 1976

Excellency:

I have the honor to acknowledge receipt of your letter of May 4, 1976 which reads as follows:

"I have the honor to refer to the Title I Public Law 480 Agricultural Sales Agreement signed by representatives of our two Governments on October 28, 1975, as amended March 6, 1976, and to propose that the Agreement be further amended as follows:

A. Part II, Item I, Commodity Table:

For "Wheat", "Wheat Flour", "Wheat/Wheat Flour" and "Tobacco and/or Tobacco Products", under column entitled "Supply Period" after "U.S. Fiscal Year" insert "plus July 1 through September 30, 1976".

B. Part II, Item III, Usual Marketing Table:

Under Import Period Column for "Wheat/Wheat Flour" and "Tobacco and/or Tobacco Products" delete for each commodity "1976" and insert "1976 plus July 1 through September 30, 1976".

C. Part II, Item IV, Export Limitations:

In Paragraph A after "Fiscal Year 1976" insert "plus July 1 through September 30, 1976". All other terms and conditions of the October 28, 1975 Agreement, as amended March 6, 1976, remain the same.

I propose that this Note and your reply concurring therein constitute agreement between our two Governments to be effective on the date of your Note in reply."

His Excellency

Hermann Frederick Eilts

Ambassador of the United States of America

Cairo

Mar. 6, 1976
May 4, 1976

I have the honor to inform Your Excellency that the terms of the foregoing note are acceptable to the Government of the Arab Republic of Egypt and that the Government of the Arab Republic of Egypt considers Your Excellency's note and the present reply as constituting an agreement between our two governments on this subject, to enter into force on the date of this reply.

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

Zakaria M. T. Abdul Fattah
Zakaria M. T. Abdul Fattah
Minister of Commerce and Supply

The American Ambassador to the Egyptian Minister of Commerce and Supply

CAIRO, EGYPT June 14, 1976

EXCELLENCY:

I have the honor to refer to the Title I Public Law 480 Agricultural Sales Agreement signed by representatives of our two Governments on October 28, 1975, as amended March 6, 1976 and May 4, 1976, and to propose that the Agreement be further amended as follows:

Part II, Item I, Commodity Table:

Under appropriate columns: (1) For Wheat/Wheat Flour delete "500,000" and "\$76.2" and insert "750,000" and "\$104.8"; and (2) under Maximum Export Market Value, at line designated as the total delete "\$174.3", and insert "\$202.9".

All other terms and conditions of the October 28, 1975 Agreement, as amended March 6, 1976 and May 4, 1976, remain the same.

I propose that this Note and your reply concurring therein constitute agreement between our two Governments to be effective on the date of your Note in reply.

Accept, Excellency, the assurance of my highest consideration.

HERMANN FR. EILTS

His Excellency

ZAKARIA M. T. ABDUL FATTAH
Minister of Commerce and Supply
Cairo.

The Egyptian Minister of Commerce and Supply to the American Ambassador

ARAB REPUBLIC OF EGYPT
MINISTRY OF COMMERCE & SUPPLY
OFFICE OF THE MINISTER

June 14, 1976

Excellency:

I have the honor to acknowledge receipt of your Note of June 14, 1976, which reads as follows:

"I have the honor to refer to the Title I Public Law 480 Agricultural Sales Agreement signed by representatives of our two Governments on October 28, 1975, as amended March 6, 1976 and May 4, 1976, and to propose that the Agreement be further amended as follows:

Part II, Item I, Commodity Table:

Under appropriate columns: (1) For Wheat/Wheat Flour delete "500,000" and "\$76.2" and insert "750,000" and "\$104.8"; and (2) under Maximum Export Market Value, at line designated as the total delete "\$174.3", and insert "\$202.9".

All other terms and conditions of the October 28, 1975 Agreement, as amended March 6, 1976 and May 4, 1976, remain the same."

I have the honor to inform Your Excellency that the terms of the foregoing Note are acceptable to the Government of the Arab Republic of Egypt and that the

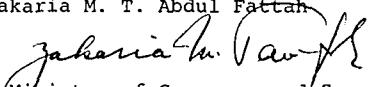
His Excellency

Hermann Frederick Eilts
Ambassador of the
United States of America
Cairo.

TIAS 8259

Government of the Arab Republic of Egypt considers
your Excellency's Note and the present reply as
constituting an agreement between our two Govern-
ments on this subject, to enter into force on the date
of this reply.

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

Zakaria M. T. Abdul Fattah

Minister of Commerce and Supply

BANGLADESH

Agricultural Commodities

Agreements amending the agreement of September 11, 1975.

Effect by exchange of notes

Signed at Dacca February 23, 1976;

Entered into force February 23, 1976.

With related letters

Signed at Dacca February 12, 1976, March 11 and October 22, 1975.

And exchange of notes

Signed at Dacca March 30, 1976;

Entered into force March 30, 1976.

And exchange of notes

Signed at Dacca April 26, 1976;

Entered into force April 26, 1976.

*The American Ambassador to the Bangladesh Secretary, Planning
Commission*

EMBASSY OF THE
UNITED STATES OF AMERICA

DACCA, February 23, 1976

DEAR MR. SECRETARY:

I have the honor to refer to the PL 480, Title I Agricultural Sales Agreement signed by representatives of our two Governments on September 11, 1975,^[1] and to propose that the agreement be amended as follows:

- (A) In Part II, Item I - Commodity Table: under the appropriate columns—(1) for rice—delete “100,000” and “\$33.6” and insert “150,000” and “\$45.4”; (2) for wheat/wheat flour—delete “300,000” and “\$45.7” and insert “400,000” and “\$60.5”; (3) for Soybean/Cottonseed oil—delete “15,000” and “\$11.4” and insert “40,000” and “\$22.7”; and (4) under the Maximum Export Market Value on line stating “Total”—delete “\$90.7” and insert “\$128.6”;

¹ TIAS 8191; 26 UST 2738.

- (B) Add the following paragraph at the outset of Part II, Item 5
“A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture”;
- (C) In Part II, Item 5 insert “B” before the existing initial sentence which begins “in recognition of . . .”;
- (D) Existing subparagraphs of Part II, Item 5, originally designated “A to H” should now be designated “1 to 8”;
- (E) Insert before existing paragraph in Part II, Item 6 “A”;
- (F) Add the following paragraph to Part II, Item 6 “B. In the use of proceeds for these purposes, emphasis will be placed on directly-improving the lives of the poorest of the recipient country’s people and their capacity to participate in the development of their country”.

All other terms and conditions of the September 11, 1975 Title I Agreement remain the same.

I propose that this note and your reply concurring therein will constitute an agreement between our two Governments effective on the date of your note in reply.

Please accept the renewed assurances of my highest consideration.

D. E. BOSTER

KAFILUDDIN MAHMOOD

Secretary

Planning Commission

Government of Bangladesh

Dacca

The Bangladesh Secretary, Planning Commission, to the American Ambassador



Mr. Kafiluddin Mahmood
Secretary.

[1]

MINISTRY OF PLANNING
EXTERNAL RESOURCES DIVISION

পাকিস্তান প্রকল্পসমূহ
বাহ্যিক সমস্তোত্তর

প্রকল্প

D.O.No. 84 /ERD-II/USA(PL-480)-2/75 Dated February 23, 1976.

Excellency,

I have the honour to refer to the PL 480, Title I Agricultural Sales Agreement signed by representatives of our two Governments on September 11, 1975, and we concur to the amendment as proposed in your note dated February 23, 1976 as follows:

- (A) In Part II, Item I—Commodity Table: under the appropriate columns—(1) for rice—delete "100,000" and "₹ 33.6" and insert "150,000" and "₹ 45.4"; (2) for wheat/wheat flour—delete "300,000" and "₹ 45.7" and insert "400,000" and "₹ 60.5"; (3) for Soybean/Cotton oil—delete "15,000" and "₹ 11.4" and insert "40,000" and "₹ 22.7"; and (4) under the Maximum Export Market Value on line stating "Total"—delete "₹ 90.7" and insert "₹ 128.6";
- (B) Add the following paragraph at the outset of Part II, Item 5 "A. In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture";
- (C) In Part II, Item 5 insert "B" before the existing initial sentence which begins "in recognition of...";
- (D) Existing subparagraphs of Part II, Item 5, originally designated "A to H" should now be designated "1 to 8";
- (E) Insert before existing paragraph in Part II, Item 6 "A";
- (F) Add the following paragraph to Part II, Item 6 "B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country".

All other terms and conditions of the September 11, 1975 Title I Agreement remain the same.

This note in reply concurring to the proposals as mentioned in your note of February 23, 1976 constitutes an Agreement between our two Governments effective the date of our reply.

Please accept the renewed assurances of my highest consideration.

H.E.Mr.Davis E.Boster,
Ambassador for U.S.A in
Bangladesh,Dacca.

Yours sincerely,
(Kafiluddin Mahmood)

¹ In translation reads: "Government People's Republic of Bangladesh".

[RELATED LETTERS]



OFFICE OF AGRICULTURAL ATTACHE

AMERICA

CELEBRATES 200 YEARS OF INDEPENDENCE

American Embassy
Dacca, Bangladesh
February 12, 1976

Mr. Kafiluddin Mahmood, Secretary
Planning Commission
Sher E Bangla Nagar
Dacca, Bangladesh

Dear Mr. Secretary:

In the meeting on February 9, 1976 in your office, regarding the amendment to the FY1976 PL 480, Title I Agreement to add 25,000 MT of edible oil, the subject of delinquent reporting was discussed. I had explained that the United States Government was so concerned over the delinquent reports which your Government had specifically agreed to supply that they asked that the problem of non-receipt be resolved before we are authorized to exchange these notes to amend the agreement. (A fuller discussion of the problem is included as paragraph No. 2 of the "Notes for Discussion" which accompanied the draft note left with you on February 9, 1976.) We have been requested to secure from you a schedule or a deadline for the submission of delinquent reports and adequate assurances that future reporting requirements will be met.

Of particular importance are the Shipping and Arrival Reports. The U.S. Treasury has paid many millions of dollars to suppliers of wheat, rice and soybean oil to Bangladesh as well as the ocean freight differentials on those shipments required to be shipped on U.S. vessels, but on many of the vessels the USG has not received a report that these commodities were received in Bangladesh.

Based on the meeting held in your office and on discussions with the Food Secretary, the following is our understanding of an acceptable resolution of the problem of the delinquent Shipping and Arrival Reports:

- (1) The BDG assures that the delinquent Shipping and Arrival Reports will be completed and returned as soon as possible, but no later than 30 days from the date of receipt of the draft note that formally initiates negotiations of the foodgrain/edible oil amendment; and

(2) The BDG will complete and return future Shipping and Arrival Reports within 30 days after completion of the vessel's discharge (as called for in the PL 480, Title I regulations.)^[1] If future Shipping and Arrival Reports are not received within the 30 day period after discharge, the USG representatives are to inform the BDG Food Secretary and he will take the necessary steps to obtain the reports concerned without delay.

Also delinquent is the report on the amount of the Taka generated from the sale of the wheat, rice and edible oil financed under the PL 480, Title I Agreement for FY1974 and FY1975 and the disposition or expenditure of the Taka funds generated. Your Government agreed to supply these reports in the agreements for FY1974 and FY1975. I enclose two letters to your predecessor pertaining to this required report--one is dated March 11, 1975 and the reminder was dated October 22, 1975.

The following resolution of the problem on non-receipt of the reports on the use of Taka generations is agreeable. The BDG assures that:

(1) The delinquent reports for the use of Taka generations for FY1974 and FY1975 will be submitted not later than 30 days from the date of receipt of the draft note that formally initiates negotiations of the foodgrain/edible oil amendment; and

(2) The BDG will submit future reports on the use of Taka generations as soon as possible after June 30 of each year in which there is an active PL 480, Title I program, but no later than 30 days after June 30 each year.

Paragraph No. 8 of the "Notes for Discussion" which accompanied the draft note left with you on February 9, 1976 states:

"8. Self-Help Report

As the President of the U.S.A. must submit the annual Self-Help report to the U.S. Congress by April 1, 1976 it is necessary to send a summary of the Self-Help report for Bangladesh by telegram to Washington not later than the week of February 16, 1976.

This Self-Help report is required under the October 4, 1974

Agreement, Part I, Article III, Para C.^[2] The report covers the progress made in implementing the Self-Help measures contained in the PL 480, Title I agreement with Bangladesh for FY1975."

¹ 80 Stat. 1526; 7 U.S.C. § 1701 et seq.

² TIAS 7949; 25 UST 2842.



Your assistance is requested in supplying a summary of the Self-Help report for FY1975 so that it can be sent to Washington not later than the week of February 16, 1976.

The BDG assures that:

- (1) Every effort will be made to provide a brief summary of the Self-Help report by February 18, 1976;
- (2) The completed Self-Help report for FY 1975 will be submitted by March 1, 1976; and,
- (3) Future Self-Help reports will be submitted by December 1 of each year for each year in which there is a PL 480, Title I agreement. The period covered will be the previous fiscal year.

For your ready reference a copy of the Self-Help report submitted by the Planning Commission for FY1974 is attached.^[1]

Your concurrence of the above schedules and deadlines by signing below would be appreciated.

Kafiluddin Mahmood, Secretary
Planning Commission
Government of Bangladesh, Dacca

Sincerely,

Carl O. Winberg
Agricultural Attaché

^a Not printed.

AMERICAN EMBASSY
DACC A, BANGLADESH

OCTOBER 22, 1975

Mr. SYED-UZ-ZAMAN, Secretary
Planning Commission
Sher E Bangla Nagar
Dacca, Bangladesh

Subject: PL 480, Title I – Use of Taka Generations:

DEAR MR. SECRETARY:

The first report on the use of Taka generated under the PL 480, Title I programs with Bangladesh was to be forwarded to Washington as soon as possible after June 30, 1975. Please refer to my letter of March 11, 1975. (For your convenience I enclose a copy.) According to the PL 480, Title I agreement signed August 6, 1973^[1] and October 4, 1974, a certified *report* was to be furnished of the receipts and expenditures of the proceeds (generations) of the Taka accruing from the sales of the PL 480 financed commodities. This report is to be certified by the appropriate audit authority and in the case of expenditures, list the budget section in which they were used.

I have now received a telegram from Washington asking the Embassy to ensure that this required report has been received for the FY 1974 and the FY 1975 PL 480, Title I agreements, but as of this date, no report has been received. Washington also points out that that no report has been received from Bangladesh for these periods. They urgently request a copy of each of the reports due.

Please let me know when the reports may be expected so that I can send Washington an immediate interim report.

cc: ZEA-UDDIN AHMAD, Dpty. Chf., Planning Commission
Dr. EKRAM HOSSAIN, Jt. Sec., Planning Commission
M. A. MALIK, Jt. Secretary, Ministry of Finance

Sincerely,

CARL O. WINBERG

Carl O. Winberg
Agricultural Attache

Enclosure: As stated.

¹ TIAS 7711; 24 UST 1985.



AMERICA

CELEBRATES 200 YEARS OF INDEPENDENCE

AMERICAN EMBASSY
DACCA, BANGLADESH

MARCH 11, 1975

Mr. SYED-UZ-ZAMAN, Secretary
Planning Commission/External Resources Division
1st 9 Story Bldg. Room 223
Secretariat
Government of Bangladesh
Dacca

DEAR MR. SECRETARY:

I wish to bring to your attention that the October 4, 1974, PL 480, Title I Agreement contained revised procedures for the requirement to report, at least annually, the amount of both the Taka generated from the sale of the wheat and rice financed under the program and the disposition or expenditure of the Taka funds generated.

The actual wording of the revised procedure, as quoted from the agreement is:

"The Government of the importing country (Bangladesh) shall furnish, in accordance with its fiscal year budget reporting procedures, at such times as may be requested by the Government of the exporting country (USA), but not less often than annually, a report of the receipts and expenditure of the proceeds, certified by the appropriate audit authority of the Government of the importing country (Bangladesh), and in the case of expenditures the budget sector in which they were used."

I am writing at this time to urge that reporting procedures be initiated in your Government to assure a certified report of funds generated (proceeds) since October 1974 under the current PL 480, Title I Agreement and the expenditure of at least part of the funds for your fiscal 1975 (July 1, 1974-June 30, 1975). A certified report should be forwarded as soon as it can be made available after the close of each of your fiscal years as soon after June 30th as possible. The first report would be as soon after June 30, 1975 as possible.

Sincerely,

CARL O. WINBERG

Carl O. Winberg
Agricultural Attaché

TIAS 8260

The American Ambassador to the Bangladesh Joint Secretary, Planning Commission

EMBASSY OF THE
UNITED STATES OF AMERICA

DACCA, March 30, 1976

DEAR DR. HOSSAIN:

I have the honor to refer to the PL 480, Title I Agricultural Sales Agreement signed by representatives of our two Governments on September 11, 1975, as amended February 23, 1976, and to propose that the agreement be further amended as follows:

In Part II-Item I-Commodity Table:

- (A) under the appropriate columns for Rice—delete “150,000” and “\$45.4”, and insert “200,000” and “\$57.2”;
- (B) for Wheat/Wheat flour—delete “400,000” and “\$60.5” and insert “550,000” and “\$84.7”; and
- (C) under the column entitled Maximum Export Market Value at the line designated “Total”—delete “\$128.6” and insert “\$164.6”.

All other terms and conditions of the September 11, 1975, Title I agreement, as amended, remain the same.

I propose that this note and your reply concurring therein will constitute an agreement between our two Governments effective on the date of your note in reply.

Please accept the renewed assurances of my highest consideration.

D. E. BOSTER

Dr. EKRAM HOSSAIN
Joint Secretary
Planning Commission
Government of Bangladesh
Dacca

The Bangladesh Joint Secretary, Planning Commission, to the American Ambassador



DR. EKRAM HOSSAIN
Joint Secretary.

পারকম্পনা মন্ত্রণালয়
শেরে বাংলা নগর
ঢাকা-১৫

D.O. No. 154/ERD-II/USA(PL-480)-2/75

Dated MARCH 30, 1976.

EXCELLENCY,

I have the honour to refer to the PL-480, Title-I Agricultural Sales Agreement signed by representatives of our two Governments on September 11, 1975, as amended February 23, 1976, and we concur to the amendment as proposed in your note dated March 30, 1976 as follows:—

In part II-Item I-Commodity Table:

- (A) under the appropriate columns for Rice—delete “150,000” and “\$ 45.4”, and insert “200,000” and “\$ 57.2”;
- (B) for Wheat/Wheat flour—delete “400,000” and “\$ 60.5” and insert “550,000” and “\$ 84.7”; and
- (C) under the column entitled Maximum Export Market Value at the line designated “Total”—delete “\$ 128.6” and insert “\$ 164.6”.

All other terms and conditions of the September 11, 1975, Title-I Agreement, as amended, remain the same.

This note in reply concurring to the proposals as mentioned in your note of March 30, 1976 constitutes an Agreement between our two Governments effective the date of our reply.

Please accept the renewed assurances of my highest consideration.

Yours sincerely,
EKRAM HOSSAIN
(Ekram Hossain)

H.E. Mr. DAVIS E. BOSTER,
*Ambassador for U.S.A in
Bangladesh, Dacca.*

The American Ambassador to the Bangladesh Joint Secretary, Planning Commission

EMBASSY OF THE
UNITED STATES OF AMERICA

DACCA, April 26, 1976

DEAR DR. HOSSAIN:

I have the honor to refer to the PL 480, Title I Agricultural Sales Agreement signed by representatives of our two Governments on September 11, 1975, as amended February 23 and March 30, 1976 and propose that the agreement be further amended as follows:

- (A) In Part II-Item I-Commodity Table: for Wheat/Wheat Flour, Rice and Soybean/Cottonseed Oil under the column entitled Supply Period insert after U.S. Fiscal Year "plus July 1 through September 30, 1976";
- (B) In Part II-Item III-Usual Marketing Table: under the Import Period column for Wheat/Wheat Flour, Rice and Soybean/Cottonseed Oil—delete for each commodity "1976" and insert "1976 plus July through September 30, 1976"; and
- (C) In Part II-Item IV-Export Limitations: after . . . "Fiscal Year 1976" insert "plus July 1 through September 30, 1976".

All other terms and conditions of the September 11, 1975 agreement, as amended February 23 and March 30, 1976, remain the same.

I propose that this note and your reply concurring therein will constitute an agreement between our two Governments effective on the date of your note in reply.

Please accept the renewed assurances of my highest consideration.

D. E. BOSTER

Dr. EKRAM HOSSAIN
Joint Secretary
Planning Commission
Government of Bangladesh

The Bangladesh Joint Secretary, Planning Commission, to the American Ambassador



DR. EKRAM HOSSAIN
Joint Secretary.

পারিকম্পনা মন্ত্রণালয়
শেরে বাংলা নগর
ঢাকা-১৫

D.O. No. 202/ERD-II/USA (PL-480)-2/75

Dated: APRIL 26, 1976.

EXCELLENCY,

I have the honour to refer to the PL-480, Title I Agricultural Sales Agreement signed by representatives of our two Governments on September 11, 1975, as amended February 23 and March 30, 1976 and we concur to the amendment as proposed in your note dated April 26, 1976 as follows:

- (A) In Part II-Item I-Commodity Table: for Wheat/Wheat Flour, Rice and Soybean/Cottonseed Oil under the column entitled Supply Period insert after U.S. Fiscal Year "plus July 1 through September 30, 1976";
- (B) In Part II-Item III Usual Marketing Table: under the Import Period column for Wheat/Wheat Flour, Rice and Soybean/Cottonseed Oil—delete for each commodity "1976" and insert "1976 plus July through September 30, 1976"; and
- (C) In Part II-Item IV-Export Limitations: after . . . "Fiscal Year 1976" insert "plus July 1 through September 30, 1976".

All other terms and conditions of the September 11, 1975 agreement, as amended February 23 and March 30, 1976, remain the same.

This note in reply concurring to the proposals as mentioned in your note of April 26, 1976 constitutes an Agreement between our two Governments effective the date of our reply.

Please accept the renewed assurances of my highest consideration.

Yours sincerely,
EKRAM HOSSAIN
(Ekram Hossain)

H. E. Mr. DAVIS E. BOSTER
*Ambassador for USA in
Bangladesh, Dacca.*

REPUBLIC OF KOREA
Agricultural Commodities

*Agreement signed at Seoul February 18, 1976;
Entered into force February 18, 1976.
And amending agreement
Effectuated by exchange of notes
Signed at Seoul April 9, 1976;
Entered into force April 9, 1976.*

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF THE REPUBLIC OF KOREA
FOR SALES OF AGRICULTURAL COMMODITIES

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

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Republic of Korea (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 (hereinafter referred to as the Act),
[1] 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.

¹ 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

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 IIA. 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);

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:

<u>Commodity</u>	<u>Supply Period</u> (United States Calendar Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (\$ Millions)
Rice (Brown Basis)	1976	58,000	\$14.5
Wheat/Wheat Flour (Wheat Basis)	1976	200,000	\$30.2
TOTAL			\$44.7

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

1. Initial Payment - Five (5) Percent.

2. Currency Use Payment - Thirty (30) Percent for

Section 104(a) purposes.

3. Number of Installment Payments - Thirty-One (31).

4. Amount of each Installment Payment - Approximately
equal annual amounts.5. Due Date of First Installment Payment - Ten (10) years
after date of the last delivery of commodities in each calendar year.

6. Initial Interest Rate - Two (2) Percent.

7. Continuing Interest Rate - Three (3) Percent.

Item III. Usual Marketing Table:

<u>Commodity</u>	<u>Import Period</u> (US CY)	<u>UMR</u> (MT)
Rice (Milled Basis)	1976	100,000
Wheat/Wheat Flour (Wheat Basis)	1976	1,130,000

Item IV. Export Limitations:

A. Export Limitation Period: The Export Limitation Period shall be the United States calendar year 1976, or any subsequent U.S. calendar year in which the commodities financed under this Agreement are being imported or utilized.

B. Commodities to which Export Limitations apply: For the purposes of Part I, Article III, A (4), of this Agreement, the commodities which may not be exported are: for rice - rice in the form of paddy, or brown, or milled; for wheat/wheat flour - wheat/wheat flour, rolled wheat, semolina, farina, and bulgur (or same products under a different name).

Item V. Self-Help Measures:

In furtherance of its Third Five-Year Plan goals, the Government of the Republic of Korea is undertaking to:

A. Achieve future self-sufficiency in major grains by increasing the distribution of new rice varieties; reducing grain losses through expansion and improvement of storage facilities; providing additional credit for agricultural mechanization; continuing to rearrange rice land; and expanding irrigation facilities.

B. Strengthen its agricultural research program through expanded training of research staff, improvement of research facilities, etc.

C. Further reduce population growth by continuing to expand and improve family planning services throughout the country, including low-cost delivery programs for family planning services in rural areas.

D. Continue comprehensive analysis of agricultural policy and investments in the agricultural sector.

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

The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in the Agreement and for economic development in the agricultural sector, as identified in the Republic of Korea Five-Year Plan of December 1971, as amended.

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.

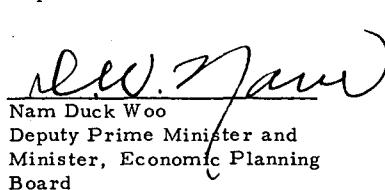
DONE at Seoul, in duplicate, this 18th day of February 1976.

For the Government of the
United States of America



Richard L. Sneider
Ambassador of the
United States of America

For the Government of the
Republic of Korea


Nam Duck Woo
Deputy Prime Minister and
Minister, Economic Planning
Board

[AMENDING AGREEMENT]

The American Ambassador to the Korean Deputy Prime Minister and Minister, Economic Planning Board

EMBASSY OF THE
UNITED STATES OF AMERICA

Seoul, April 9, 1976

Excellency:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on February 18, 1976, and to propose that Part II, Particular Provisions, be amended as follows:

Item I. Commodity Table: Under the appropriate column headings make the following changes:

On the line entitled "Rice", change "58,000" to "115,200"; and "\$14.5" to "\$27.9".

On the line entitled "Wheat/Wheat Flour", change "200,000" to "400,000"; and "\$30.2" to "\$58.7".

Delete the line entitled "Total", and substitute "Cotton - 1976 - 58,000 - \$18.1, with the following line to read "Total \$104.7."

Item II. Payment Terms:

Paragraph 2, Currency Use Payment:

Delete "Thirty (30) percent for Section 104(a) purposes," and substitute "For Section 104(a) purposes as follows:

(1) Thirty (30) percent of the first \$76.8 million in disbursements for commodities other than rice; and (2) Twenty-five (25) percent of the first \$27.9 million in disbursements for rice."

His Excellency
Nam Duck Woo
Deputy Prime Minister and
Minister, Economic Planning Board
of the Republic of Korea

TIAS 8261

Item III. Usual Marketing Table:

Under the appropriate column headings after the line beginning "Wheat" add:

"Cotton 1976 574,000 bales, of which at least
 551,000 bales shall be imported
 from the United States of America."

Item IV. Export Limitations:

At the end of the sentence in sub-paragraph B, delete the period and add: "and for cotton - upland cotton and cotton textiles (including yarn and waste)."

And following sub-paragraph B, add an additional sub-paragraph:

"C Permissible Exports"

<u>"Commodity"</u>	<u>"Quantity and Conditions"</u>	<u>"Period Exports Permitted"</u>
"Cotton	"Raw cotton content equivalent in weight to 70,000 bales (480 pounds net) during U.S. CY 1976. If this export quantity is exceeded, the raw cotton equivalent in weight of such cotton textile exports will, in addition to the U.S. portion of the UMR provided in Item III, be imported from the United States into the Republic of Korea and paid for with the resources of the importing country, but such offset	"During U.S. CY 1976 and any subsequent comparable supply period during which cotton purchased under this Agreement is being imported or utilized."
"Textiles"		

purchase requirement need not exceed
the level of total Title I, PL 480 im-
ports during the supply period."

All other terms and conditions of the February 18, 1976,
Agreement remain the same.

If the foregoing is acceptable to your Government, I have
the honor to propose that this Note and your reply thereto con-
stitute an agreement between our two Governments, effective on
the date of your Note in reply.

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

A handwritten signature in black ink, appearing to read "R. H. Shad".

The Korean Deputy Prime Minister and Minister, Economic Planning Board, to the American Ambassador

ECONOMIC PLANNING BOARD

REPUBLIC OF KOREA

SEOUL, KOREA

April 9, 1976

Excellency:

I have the honor to refer to your proposal of today's date which reads as follows:

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on February 18, 1976, and to propose that Part II, Particular Provisions, be amended as follows:

Item I. Commodity Table: Under the appropriate column headings make the following changes:

On the line entitled "Rice", change "58,000" to "115,200"; and "\$14.5" to "\$27.9".

On the line entitled "Wheat/Wheat Flour", change "200,000" to "400,000"; and "\$30.2" to "\$58.7".

Delete the line entitled "Total", and substitute "Cotton - 1976 - 58,000 - \$18.1, with the following line to read "Total \$104.7."

Item II. Payment Terms:

Paragraph 2, Currency Use Payment:

Delete "Thirty (30) percent for Section 104(a) purposes," and substitute "For Section 104(a) purposes as follows:

(1) Thirty (30) percent of the first \$76.8 million in disbursements

His Excellency
Ambassador of the
United States of America

TIAS 8261 Seoul, Korea

for commodities other than rice; and (2) Twenty-five (25) percent of the first \$27.9 million in disbursements for rice."

Item III. Usual Marketing Table:

Under the appropriate column headings after the line beginning "Wheat" add:

"Cotton 1976 574,000 bales, of which at least
 551,000 bales shall be imported
 from the United States of America."

Item IV. Export Limitations:

At the end of the sentence in sub-paragraph B, delete the period and add: "and for cotton - upland cotton and cotton textiles (including yarn and waste)."

And following sub-paragraph B, add an additional sub-paragraph:

"C Permissible Exports"

"Commodity"	"Quantity and Conditions"	"Period Exports Permitted"
"Cotton Textiles"	"Raw cotton content equivalent in weight to 70,000 bales (480 pounds net) during U.S. CY 1976. If this export quantity is exceeded, the raw cotton equivalent in weight of such cotton textile exports will, in addition to the U.S. portion of the UMR provided in Item III, be imported from the United States into the Republic of Korea and paid for with the resources of the	"During U.S. CY 1976 and any subsequent comparable supply period during which cotton purchased under this Agreement is being imported or utilized."

importing country, but such offset purchase requirement need not exceed the level of total Title I, PL 480 imports during the supply period."

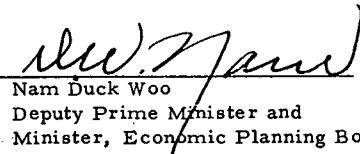
All other terms and conditions of the February 18, 1976, Agreement remain the same.

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 the honor to inform you that my Government concurs in the foregoing proposal.

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



Nam Duck Woo
Deputy Prime Minister and
Minister, Economic Planning Board

CHILE

Agricultural Commodities

*Agreement amending the agreement of July 31, 1975.
Effectuated by exchange of notes
Signed at Santiago April 19, 1976;
Entered into force April 19, 1976.*

The American Chargé d'Affaires ad interim to the Chilean Minister of Foreign Relations

EMBASSY OF THE UNITED STATES OF AMERICA
SANTIAGO, CHILE

No. 112

APRIL 19, 1976

EXCELLENCY:

I have the honor to refer to the Title I PL-480 Agricultural Sales Agreement signed by representatives of our two Governments on July 31, 1975 [^] and to propose that the agreement be amended as follows:

In Part II, Item I, entitled Commodity Table: increase maximum export market value for wheat/wheat flour to \$49.1 million and increase total Export Market Value to \$49.1 million dollars.

In Part II, Item V, designate existing first sentence beginning "The Government of Chile" as "A" and insert after the end of Self-Help Measure No. 7 a new subparagraph B as follows:

"B. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture."

In Part II, Item VI, designate existing language as "A" and insert a new subparagraph B. as follows:

"B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country."

¹ TIAS 8188; 26 UST 2718.

Please accept, Excellency, the assurances of my highest and most distinguished consideration.

THOMAS D. BOYATT

Thomas D. Boyatt
Chargé d'Affaires a.i.

His Excellency

Vice Admiral PATRICIO CARVAJAL P.
Minister of Foreign Relations
Santiago

The Chilean Minister of Foreign Relations to the American Chargé d'Affaires ad interim

REPUBLICA DE CHILE
MINISTERIO DE RELACIONES EXTERIORES

DE
Nº 06327

SANTIAGO, 19 de abril de 1976

SEÑOR ENCARGADO DE NEGOCIOS A.I.:

Tengo el agrado de acusar recibo de su Nota de esta misma fecha, mediante la cual propone enmendar el Convenio sobre Productos Agrícolas entre nuestros dos Gobiernos, firmado el 31 de julio de 1975 y en la cual dice lo siguiente:

“Tengo el honor de referirme al Convenio sobre Ventas de Productos Agrícolas bajo el Título I de la Ley Pública 480 suscrito por representantes de nuestros dos Gobiernos el 31 de julio de 1975 y de proponer que el convenio sea enmendado como sigue.”

“En Parte II, Item I, titulado Tabla de Productos: aumentar el valor máximo del mercado de exportación para trigo/harina de trigo a \$49.1 millones y aumentar el valor total del Mercado de Exportación a \$49.1. millones de dólares.”

“En Parte II, Item V, designar como “A” la actual primera frase que principia “El Gobierno de Chile” e insertar al final de Medida de Auto-Ayuda N° 7 un nuevo sub-párrafo B como sigue.”

“B. Al implementar estas medidas de auto-ayuda se pondrá especial énfasis en contribuir directamente al progreso del desarrollo en las áreas rurales más atrasadas y en capacitar a las personas de escasos recursos para participar activamente en aumentar la producción agrícola por medio de pequeños predios agrícolas.”

“En Parte II, Item VI, designar el actual texto como “A” e insertar un nuevo sub-párrafo B. como sigue.”

"B. En la utilización de los ingresos para estos propósitos se pondrá énfasis en mejorar directamente las condiciones de vida de las personas de más bajos recursos del país beneficiado y su capacidad para participar en el desarrollo de su país."

"Sírvase aceptar, Excelencia, las seguridades de mi más alta y distinguida consideración."

Mi Gobierno concuerda con al texto transcritto precedentemente, por lo cual la Nota de Vuestra Excelencia y la presente comunicación, conforman un Acuerdo entre ambas Partes.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

P CARVAJAL

Patricio Carvajal Prado
Ministro de Relaciones Exteriores

Al Honorable

Señor Don THOMAS D. BOYATT

Encargado de Negocios a.i.

*Embajada de los Estados Unidos de América
Santiago*

[SEAL]

TRANSLATION

REPUBLIC OF CHILE
Ministry of Foreign Relations

DE
No. 06327

Santiago, April 19, 1976

Sir:

I take pleasure in acknowledging receipt of your note of this date in which you propose that the Agricultural Sales Agreement between our two Governments signed July 31, 1975, be amended and which reads as follows:

[For the English language text, see p. 1551.]

My Government concurs in the text transcribed above, and therefore Your Excellency's note and this communication constitute an agreement between the two parties.

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

P. Carvajal

Patricio Carvajal Prado
Minister of Foreign Relations

The Honorable
Thomas D. Boyatt,
Chargé d'Affaires ad interim,
Embassy of the
United States of America,
Santiago.
[SEAL]

PAKISTAN

Agricultural Commodities

Agreement amending the agreement of August 7, 1975.

Effectuated by exchange of notes

Signed at Islamabad February 5, 1976;

Entered into force February 5, 1976.

With minutes of the meeting of January 22, 1976.

The American Ambassador to the Pakistani Joint Secretary, Economic Affairs Division, Ministry of Finance, Planning and Economic Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

ISLAMABAD, February 5, 1976

SIR:

I have the honor to refer to the Title I, Public Law 480 Agricultural Sales Agreement signed by the representatives of our two Governments on August 7, 1975, [¹] and to propose that this Agreement be amended as follows:

(A) In Part II, Item I, Commodity Table:

- (1) Under the appropriate columns for Wheat/wheat flour, delete "300,000" and "\$45.7" and insert in lieu thereof "500,000" and "\$73.7" respectively;
- (2) For vegetable oil, insert under the appropriate columns "Soybean/cottonseed oil", "1976", "40,000", and "\$17.6" respectively; and
- (3) After "Total" under column "Maximum Export Market Value", delete "\$45.7" and insert in lieu thereof "\$91.3".

(B) In Part II, Item III, Usual Marketing Table:

Under the appropriate columns, insert "Edible vegetable oil and/or oil bearing seeds (oil equivalent basis)", "1976", and "83,000 (of which at least 26,000 MT shall be from the United States of America)".

(C) In Part II, Item IV, Export Limitations, Paragraph B:

Change the period at the end of the paragraph to a semi-colon and add thereto "and for soybean/cottonseed oil—all edible

¹ TIAS 8189 ; 26 UST 2725.

vegetable oils, including peanut oil, soy bean oil, cottonseed oil, sunflower oil, sesame oil, rapeseed oil, and any other edible oil-bearing seeds from which these oils are produced".

(D) In Part II, Item V, Self-Help Measures:

- (1) Letter the existing paragraph "A"; and
- (2) Add thereto the following new paragraph:

"B". In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture."

(E) In Part II, Item VI, Economic Development Purposes for which Proceeds Accruing to Importing Country are to be used:

- (1) Letter the existing paragraph "A."; and
- (2) Add thereto the following new paragraph:

"B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country."

Except as amended hereby, all other terms and conditions of the August 7, 1975 Agreement shall remain in full force and effect.

If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute an agreement between our two Governments effective on the date of your note in reply.

Please accept the renewed assurances of my highest consideration.

HENRY A. BYROADE

Henry A. Byroade
Ambassador

Mr. M.I.K. KHALIL

Joint Secretary

Economic Affairs Division

Ministry of Finance, Planning and Economic Affairs

Government of Pakistan

Islamabad

The Pakistani Joint Secretary, Economic Affairs Division, Ministry of Finance, Planning and Economic Affairs, to the American Ambassador



M.I.K. KHALIL,
Joint Secretary.

GOVERNMENT OF PAKISTAN
MINISTRY OF FINANCE, PLANNING
AND ECONOMIC AFFAIRS
(Economic Affairs Division)

Islamabad, the 5th February, 1976

No. 11(2)US-VI/76.

Dear Mr. Ambassador,

I have the honour to acknowledge with thanks the receipt of your letter dated February 5, 1976, proposing to amend our PL-480 Title I Agreement of August 7, 1975 to provide for the delivery of an additional quantity of 200,000 tons of Wheat and 40,000 tons of Edible Oil to Pakistan valued at approximately \$ 28.00 million and \$ 17.6 million respectively.

2. The text of your letter under reference is reproduced below :

"I have the honour to refer to the Title I, Public Law 480 Agricultural Sales Agreement signed by the representatives of our two Governments on August 7, 1975, and to propose that this Agreement be amended as follows:

(A) In Part II, Item I, Commodity Table:

(1) Under the appropriate columns for Wheat/wheat flour, delete "300,000" and "\$45.7" and insert in lieu thereof "500,000" and "\$73.7" respectively;

(2) For vegetable oil, insert under the appropriate columns "Soybean/cottonseed oil", "1976", "40,000", and "\$17.6" respectively; and

(3) After "Total" under column "Maximum Export Market Value", delete "\$45.7" and insert in lieu thereof "\$91.3".

(B) In Part II, Item III, Usual Marketing Table:

Under the appropriate columns, insert "Edible vegetable oil and/or oil bearing seeds (oil equivalent basis)", "1976", and "83,000 (of which at least 26,000 MT shall be from the United States of America)".

(C) In Part II, Item IV, Export Limitations, Paragraph B:

Change the period at the end of the paragraph to a semi-colon and add thereto "and for soybean/cottonseed oil -- all edible vegetable oils, including peanut oil, soybean oil, cottonseed oil, sunflower oil, sesame oil, rapeseed oil, and any other edible oil-bearing seeds from which these oils are produced".

(D) In Part II, Item V, Self-Help Measures:

(1) Letter the existing paragraph "A"; and

(2) Add thereto the following new paragraph:

"B". In implementing these self-help measures, specific emphasis will be placed on contributing directly to development progress in poor rural areas and on enabling the poor to participate actively in increasing agricultural production through small farm agriculture."

(E) In Part II, Item VI, Economic Development Purposes for which Proceeds Accruing to Importing Country are to be used:

(1) Letter the existing paragraph "A."; and

(2) Add thereto the following new paragraph:

"B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the recipient country's people and their capacity to participate in the development of their country."

Except as amended hereby, all other terms and conditions of the August 7, 1975 Agreement shall remain in full force and effect.

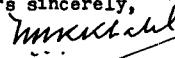
If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute an agreement between our two Governments effective on the date of your note in reply.

Please accept the renewed assurances of my highest consideration."

3. I write to concur in the contents of your letter and to confirm that this exchange of letters between us shall constitute an agreement between our two Governments.

With kind regards,

Yours sincerely,



(M.I.K. KHALIL)

Mr. Henry A. Byroade,
Ambassador of the USA
in Pakistan,
Islamabad.

Minutes of the meeting held January 22, 1976
regarding the February 5, 1976 Amendment to the Fiscal Year 1976
PL 480, Title I Agreement Signed on August 7, 1975

The Government of Pakistan (Pakistan) and the United States Government (USG) representatives agreed that the Minutes of the meeting held on July 29, 1975 regarding the Fiscal Year 1976 PL 480, Title I Agreement of August 7, 1975 would likewise be applicable to the February 5, 1976 Amendment. In addition, the following was agreed to:

1. Agricultural Policies and Programs.

The USG representatives discussed recent Congressional action linking PL [¹] 480 sales directly to economic development and suggested that the Aide Memoires for Fiscal Year 1976-77 should be more specific concerning planned policies and programs to increase agricultural production, especially production of wheat and vegetable oil; and to improve rural equity by increasing productivity relatively more on small farms; and to reduce population growth.

The USG representatives suggested that these policies and programs might be divided into three major categories: those aimed at general improvement in agricultural productivity and equity, those aimed specifically at more adequate rates of increased wheat and vegetable oil production, and those aimed at the population problem.

The first category might include:

- 1) Further refinement of a fertilizer strategy which - (a) stimulates demand by proper price relationships, continued expansion of the distribution system - including private distributors, and more credit; (b) insures adequate fertilizer supplies to meet domestic requirements; and (c) provides investment to achieve self sufficiency, at least in nitrogen, within the next 5 years.

¹ 80 Stat. 1526; 7 U.S.C. § 1701 et seq.

2) Improvement in availability and efficiency in water use - (a) new watercourse command area projects to reduce losses in watercourses, improve field application efficiency and improve on-farm crop and water management; (b) investment in SCARPS (public tubewells) to reduce waterlogging and salinity and increase irrigation water supply; (c) credit and subsidies for private tubewells, especially for small farmers; and (d) investment in dams and reservoirs.

3) Mechanization which increases yields and reduces harvest losses - not just substitutes tractors for labor.

4) Programs to bring yield increasing practices to barani areas.

5) A program to improve research including introduction of new varieties and practices.

6) General input/output price policies and income policies.

In the second category are:

1) Suitable price treatment for wheat and/or oilseeds in the context of overall agricultural production requirements - price levels, price guarantees, guaranteed markets, etc.

2) Specific measures to reduce losses and/or increase extraction rates in marketing, storage and processing for oilseeds.

3) Measures to introduce and achieve widespread adoption of more productive varieties and production systems. Although considerable effort has been made

on wheat, there is need for greater effort to introduce and expand traditional and non-traditional oilseeds, such as soybeans, groundnuts, sunflower and safflower.

4) Price and other policies which insure first priority use of vegetable oils in human consumption rather than for other purposes, such as use of potentially edible oil for soap.

The third category would cover Pakistan's population program, with special emphasis on policy measures designed to stimulate participation in the program.

In the new Aide Memoires, the USG representatives hoped that the policies and programs would be spelled out in detail, with past, present and future numbers given.

2. Monthly Reports.

The USG representatives expressed the need to receive more comprehensive information from the Government of Pakistan on arrivals, use and supply of wheat and edible oil.

As to wheat, it was agreed that the Government of Pakistan would provide to USAID a monthly report on wheat supplies and offtake and a 12 month projection of wheat stocks, requirements and offtake, formats for both of which are attached hereto as Annex A.

As to edible oil, it was agreed that the Government of Pakistan would provide to USAID a monthly report on edible oil supplies, offtake and procurement and a 12 month projection of edible oil stocks, requirements and offtake, formats for both of which are attached hereto as Annex B.^[1]

¹ Not printed.

It was agreed that these reports would be prepared on a monthly basis commencing with January 1976 and shall be submitted to AID on the last day of the month following the month covered by the report. The Government of Pakistan representatives stated that they would be able to provide the information required by the foregoing reports on a continuing basis.

It is understood that these reports will not replace the standard quarterly PL 480 compliance reports presently being submitted to the U.S. Embassy's Agricultural Attaché.

3. Purchase Authorizations.

The Pakistan representatives expressed the hope that Purchase Authorizations would be issued for wheat promptly in order to permit arrival during the current consumption year that ends on April 30, 1976.

The above sets forth the understanding between the Government of Pakistan and the United States Government.

FOR THE GOVERNMENT OF PAKISTAN

By: M. I. K. Khalil

Name: M. I. K. Khalil

Title: Joint Secretary, Economic Affairs Division

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

By: Henry A. Byroade

Name: Henry A. Byroade

Title: The Ambassador of the United States of America

PORUGAL

Agricultural Commodities

*Agreement signed at Washington March 18, 1976;
Entered into force March 18, 1976.
And amending agreement
Effectuated by exchange of notes
Signed at Lisbon April 30, 1976;
Entered into force April 30, 1976.*

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND
THE GOVERNMENT OF PORTUGAL
FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Portugal,

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and Portugal (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;

Recognizing the policy of the exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage friendly 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:

¹80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

PART I - GENERAL PROVISIONSARTICLE 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 IIA. 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 Subsections 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 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 can compete on an equal basis for 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 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 (1,000)
Rice	1976	50,000	\$15,000
		TOTAL	\$15,000

ITEM II. PAYMENT TERMS:

DOLLAR CREDIT

1. Initial Payment - 5 percent
2. Currency Use Payment - Section 104(A) - 10 percent
3. Number of Installment Payments - 15
4. Amount of each Installment Payment - Approximately equal annual installments
5. Due Date of First Installment Payment - Two years from date of last delivery in each calendar year
6. Interest rate - 4 1/2 percent

ITEM III. USUAL MARKETING TABLE:

COMMODITY	IMPORT PERIOD (UNITED STATES FISCAL YEAR)	USUAL MARKETING REQUIREMENT
Rice	1976	10,000 MT

ITEM IV. EXPORT LIMITATIONS:

- A. The export limitation period shall be U.S. Fiscal Year 1976 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-A4 of the agreement, the commodities which may not be exported are: for rice -- rice in form of paddy, brown or milled.

ITEM V. SELF-HELP MEASURES:

- A. The Government of Portugal agrees to:
 - 1. Increase capacity of grain storage facilities in order to safeguard national harvests and distribute imported products to populace.
 - 2. Construct wholesale fruit and vegetable markets near population centers as marketing aid to small growers and distribution aid to all consumers including the lowest income sectors of the urban population.
 - 3. Promote productivity and efficiency through cooperatives.
 - 4. Construct installation for improved selection, handling, and storage of wool. Small sheep herders will be principal beneficiaries.
 - 5. Expand slaughterhouse in Beja.
 - 6. Improve extension services as means of instructing small farmers in agricultural management and techniques.
- B. In implementing these self-help measures specific emphasis will be placed on contributing directly to development progress in least developed rural areas and on enabling the lowest income sectors to participate actively in increasing agricultural production through small farm agriculture.

ITEM VI. ECONOMIC DEVELOPMENT PURPOSES FOR WHICH PROCEEDS ACCRUING TO
IMPORTING COUNTRY ARE TO BE USED:

- A. The proceeds accruing to the importing country from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement and for the following economic development sector:

Agriculture

- B. In the use of proceeds for these purposes emphasis will be placed on directly improving the lives of the lowest income sectors of the recipient country's people and their capacity to participate in the development of their country.

PART III - FINAL PROVISIONS

- A. This agreement may be terminated by either Government by notice of termination to the other Government. The Government of Portugal understands that the Agricultural Trade Development and Assistance Act of 1954 (as amended) (P.L. 480) requires the agreement to provide for termination whenever the Government of the United States of America finds that the self-help program described in the agreement is not being adequately developed and that the Government of the United States of America can terminate the agreement in such a case under the termination clause. Such termination will not reduce any financial obligations the Government of the importing country has incurred as of the date of termination.

- B. This agreement shall enter into force upon signature.

Mar. 18, 1976
Apr. 30, 1976

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

DONE at Washington, in duplicate, this eighteenth day of March, 1976.

FOR THE GOVERNMENT OF THE
UNITED STATES OF AMERICA:

[¹]

FOR THE GOVERNMENT OF
PORTUGAL:

[²]

¹ Daniel Parker

² Francisco Salgado Zenha

[AMENDING AGREEMENT]

The American Ambassador to the Portuguese Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 67

LISBON, April 30, 1976

EXCELLENCY:

I have the honor to refer to the Public Law 480, Title I Agricultural Sales Agreement signed by representatives of our two governments on March 18, 1976, and propose that that Agreement be amended as follows: in Part II, Item I, Commodity Table: (1) Under appropriate columns add "Cotton, 1976 plus July 1 through September 30, 1976, 16,000 bales, \$5,000"; and (2) Under Total Export Market Value, delete "15,000" and insert "\$20,000". Item III, Usual Marketing Table: (1) Under appropriate columns add "Cotton, 1976, 475,000 Bales". Item IV, Export Limitations: (1) At the end of the sentence in sub-paragraph B, delete the period and add "and for cotton—cotton and cotton textiles (including yarn and waste)". Following sub-paragraph B, add an additional sub-paragraph: "C. Commodity Permissible Exports:" composed of three columns as follows: left column titled "Commodity" to read "Cotton Textiles"; center column titled "Quantity and Conditions" to read "Exports of Cotton Textiles in Raw Cotton Content Equivalent in Weight to 345,000 Bales (480 pounds net) during U.S. FY 1976. If this export quantity is exceeded, the raw cotton equivalent in weight of such cotton textile exports will be imported from the United States to Portugal and paid for with the resources of the importing country, but such offset purchase requirement need not exceed the level of Total Title I, P.L. 480 imports during the supply period"; and right column titled "Period Exports Permitted" to read "During U.S. FY 1976 and any subsequent comparable supply period during which cotton purchased under this Agreement is being imported or utilized". All other terms and conditions of March 18, 1976, Title I Agreement remain the same. I propose that this Note and your reply concurring therein constitute the Agreement between our two governments effective on the date of your Note in reply.

Accept, Excellency, the assurances of my highest consideration.

FRANK C. CARLUCCI

His Excellency

Major ERNESTO AUGUSTO DE MELO ANTUNES,
Minister of Foreign Affairs of the
Republic of Portugal,
Lisbon.

*The Portuguese Secretary of State for Foreign Affairs to the
American Ambassador*

MINISTÉRIO DOS NEGÓCIOS ESTRANGEIROS

Gabinete do Secretário de Estado

April 30 th, 1976

Excellency

I have the honour to acknowledge the receipt of your note of April 30, 1976, the text of which is as follows:

Excellency:

I have the honor to refer to the Public Law 480, Title I Agricultural Sales Agreement signed by representatives of our two governments on March 18, 1976, and propose that that Agreement be amended as follows: in Part II, Item I, Commodity Table: (1) Under appropriate columns add "Cotton, 1976 plus July 1 through September 30, 1976, 16,000 bales, \$5,000"; and (2) Under Total Export Market Value, delete "\$15,000 and insert "\$20,000." Item III, Usual Marketing Table: (1) Under appropriate columns add "Cotton, 1976, 475,000 Bales". Item IV, Export Limitations: (1) At the end of the sentence in sub-paragraph B, delete the period and add "and for cotton--cotton and cotton textiles (including yarn and waste)". Following sub-paragraph B, add an

His Excellency Frank Charles Carlucci
Ambassador of the United States of America
Lisbon

additional sub-paragraph: "C. Commodity Permissible Exports:" composed of three columns as follows: left column titled "Commodity" to read "Cotton Textiles"; center column titled "Quantity and Conditions" to read "Exports of Cotton Textiles in Raw Cotton Content Equivalent in Weight to 345,000 Bales (480 pounds net) during U.S. FY 1976. If this export quantity is exceeded, the raw cotton equivalent in weight of such cotton textile exports will be imported from the U.S. to Portugal and paid for with the resources of the importing country, but such offset purchase requirement need not exceed the level of Total Title I, P.L. 480 imports during the supply period"; and right column titled "Period Exports Permitted" to read "during U.S. Fy 1976 and any subsequent comparable supply period during which cotton purchased under this Agreement is being imported or utilized." All other terms and conditions of March 18, 1976 Title I Agreement remain the same. I propose that this Note and your reply concurring therein constitute the Agreement between our two governments effective on the date of your Note in reply.

I confirm that the Government of Portugal agrees to the proposal set forth in your note and that Your Excellency's note and this reply constitute an agreement between our Governments.

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

The Secretary of State for Foreign Affairs

José Medeiros Ferreira
José Medeiros Ferreira

BELGIUM
Passenger Charter Air Services

Agreement extending the memorandum of understanding of October 17, 1972.

Effectuated by exchange of letters

*Signed at Brussels December 29, 1975 and January 12, 1976;
Entered into force January 12, 1976.*

The American Chargé d'Affaires ad interim to the Belgian Minister of Communications

BRUSSELS, BELGIUM December 29, 1975

His Excellency

JOSEPH CHABERT

Minister of Communications
rue de la Loi, 65
1040 Brussels

DEAR MR. MINISTER:

I have the honor to refer to recent discussions between representatives of the Government of the United States of America and the Government of Belgium concerning passenger charter air services and to the Memorandum of Understanding of October 17, 1972, ['] between our two governments.

On behalf of my government, I propose that the Memorandum of Understanding of October 17, 1972, between our two governments be extended until March 31, 1976, by amending the Memorandum as follows:

(A) Substitute "March 31, 1976" for "December 31, 1975" in paragraph 6 of the Memorandum.

(B) Substitute "March 31, 1976" for "December 31, 1975" in the introductory paragraphs of Annexes 1 and 2.

If this is acceptable to you, I propose that this letter and your reply indicating agreement shall constitute an agreement to extend the Memorandum of Understanding of October 17, 1972.

Sincerely,

JOHN C. RENNER

John C. Renner
Charge d'Affaires ad interim

¹ TIAS 7479; 23 UST 2921.

Dec. 29, 1975
Jan. 12, 1976*The Belgian Minister of Communications to the American Chargé d'Affaires ad interim*

MINISTÈRE DES COMMUNICATIONS



Administration de l'Aéronautique

World Trade Center
Tour I - 8^e étage
Boulevard E. Jacqmain, 1621000 BRUXELLES, le 12 January, 1976.
Tél. 02/218.42.67 (7 lignes) 218.18.36 - 218.21.54
Telex : 22715 Dgair b.
Adresse télégraphique : Civilair Bruxelles

To Mr John C. RENNER
 Chargé d'Affaires ad interim,
 Embassy of the United States of
 America,
 Boulevard du Régent, 27
 1000 - BRUXELLES.

Votre lettre du

Vos références

Nos références
73 (40c) u/THe

Annexes

Objet

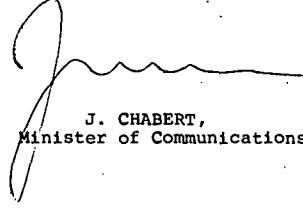
Dear Mr Renner,

I am replying to your letter of December 29, 1975, with regard to the discussions between representatives of the Government of Belgium and the Government of the United States of America concerning the operation of charter air services between our two countries. I am pleased to inform you that the proposed arrangements are satisfactory to the Belgian authorities and I agree that the Memorandum of Understanding of October 17, 1972, between our two governments be extended until March 31, 1976, by amending the Memorandum as follows :

- (A) Substitute "March 31, 1976" for "December 31, 1975" in paragraph 6 of the Memorandum.
- (B) Substitute "March 31, 1976" for "December 31, 1975" in the introductory paragraphs of Annexes 1 and 2.

Your letter of December 29, 1975 and this reply indicating agreement constitute an Agreement to extend the Memorandum of Understanding of October 17, 1972, until March, 31, 1976.

Sincerely yours,


 J. CHABERT,
 Minister of Communications

MEXICO
Air Transport Services

*Agreement extending the agreement of August 15, 1960, as
amended and extended.
Effectuated by exchange of notes
Signed at Tlatelolco and México April 14 and 29, 1976;
Entered into force April 29, 1976.*

*The Mexican Secretary of Foreign Relations to the American Chargé
d'Affairs ad interim*

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

Tlatelolco, D. F., a 14 de abril de 1976.

Su Señorfa:

504228 Tengo el honor de referirme al Convenio sobre Transportes Aéreos del 15 de agosto de 1960, entre el Gobierno de los Estados Unidos Mexicanos y el Gobierno de los Estados Unidos de América, con sus prórrogas y enmiendas, las más recientes de las cuales fueron hechas mediante el Canje de Nº tas del 10 y 15 de diciembre de 1975, prorrogándolo hasta el 30 de abril de 1976.

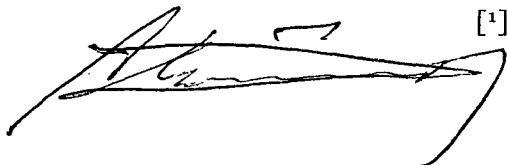
Tengo entendido que las negociaciones que se efectuaron en la Ciudad de México, D. F., del 10. al 5 de marzo de 1976, entre Representantes del Gobierno de los Estados Unidos Mexicanos y los Estados Unidos de América, tuvieron como resultado el acuerdo de que el Convenio sobre Transportes Aéreos del 15 de agosto de 1960, enmendado, debería ser prorrogado hasta el 30 de abril de 1977

A Su Señorfa
Herbert B. Thompson,
Encargado de Negocios, a.i.,
de los Estados Unidos de América,
México, D. F.

Si el Gobierno de los Estados Unidos de América está de acuerdo con los términos de la presente comunicación, propongo a Su Señoría que esta nota y la de respuesta, comunicando el acuerdo de su Gobierno, constituyan un entendimiento entre nuestros dos Gobiernos.

Este acuerdo entrará en vigor en la fecha de la nota de respuesta de Su Señoría.

Aprovecho la oportunidad para renovar a Su Señoría el tes timonio de mi más alta y distinguida consideración.

A handwritten signature in black ink, appearing to read "A. Garcia R.", is positioned above a small square bracket containing the number "[1]".

¹ A. Garcia R.

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE UNITED STATES OF AMERICA

No. 676

MEXICO, D. F., April 29, 1976

EXCELLENCY:

I have the honor to refer to Your Excellency's Note Number 504228 dated April 14, 1976, of which the English translation is as follows:

"Excellency: I have the honor to refer to the Air Transport Agreement of August 15, 1960, between the Government of the United Mexican States and the Government of the United States of America, with its extensions and amendments, the most recent of which were made by the exchange of notes of December 10 and 15, 1975, [] extending it until April 30, 1976.

"I understand that the negotiations that took place in Mexico City on March 1-5, 1976, between representatives of the Governments of the United Mexican States and the United States of America resulted in agreement that the Air Transport Agreement of August 15, 1960, as amended, should be extended to April 30, 1977.

"If the Government of the United States of America concurs in the terms of this communication, I propose to Your Excellency that this Note and the reply thereto expressing your Government's agreement shall constitute an understanding between our two Governments.

"This agreement will enter into force on the date of Your Excellency's Note of reply.

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

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 shall constitute an extension of the Air Transport Agreement through April 30, 1977.

I renew to Your Excellency the assurances of my highest consideration.

JOSEPH J JOVA

His Excellency

Dr. ALFONSO GARCIA ROBLES,
Secretary of Foreign Relations,
Tlatelolco, D. F.

¹ TIAS 4675, 5897, 6449, 7167, 8219; 12 UST 60; 16 UST 1715; 19 UST 4623;
22 UST 1492; 26 UST 3864.

REPUBLIC OF KOREA

Trade in Cotton, Wool and Man-Made Fiber Textiles

Agreement amending the agreement of June 26, 1975.

Effectuated by exchange of notes

Signed at Washington March 24 and April 1, 1976;

Entered into force April 1, 1976.

With memorandum of consultation

Dated at Washington February 23, 1976.

The Secretary of State to the Korean Ambassador

MARCH 24, 1976

EXCELLENCY:

I have the honor to refer to the bilateral agreement of June 26, 1975, [] between our two countries (hereinafter referred to as the Agreement) relating to trade in cotton, wool and man-made fiber textiles, with annexes, and to recent discussions pursuant to paragraph 15 of the Agreement between representatives of our two governments in Washington, D.C.

I have further the honor, as a result of these discussions and pursuant to paragraph 18 of the Agreement, to propose the following amendment to the Agreement:

In addition to the specific ceilings established in paragraph 4 of the Agreement, the following specific ceilings are established to be effective in the second agreement year:

<u>Group II</u>	<u>Unit of Measure</u>	<u>Limit</u>
Category 229	SYD	29, 076, 135
<u>Group III</u>		
Category 116/117	SYD	908, 998
Category 121	SYD	864, 000
Category 124	SYD	1, 500, 000

¹ TIAS 8124; 26 UST 1639. [Footnote added by the Department of State.]

If the foregoing conforms with the understanding of your Government, this note and Your Excellency's note of confirmation on behalf of the Government of the Republic of Korea shall constitute an agreement between our two Governments which amends the Agreement effective on the date of your note of acceptance.

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

For the Secretary of State:

• JULIUS L KATZ

His Excellency

Dr. PYONG-CHOON HAHM,
Ambassador of Korea.

The Korean Ambassador to the Secretary of State

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D. C.

April 1, 1976

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's note of March 24, 1976, relating to trade in cotton, wool and man-made fiber textiles from the Republic of Korea to the United States of America.

I have further the honor to inform Your Excellency that the proposals set forth in Your Excellency's note conform with the understanding of the Government of the Republic of Korea and to confirm that Your Excellency's note and this reply constitute an agreement between our two Governments.

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



Pyong-choon Hahn
Ambassador

His Excellency
Henry A. Kissinger
Secretary of State
Department of State
Washington, D.C.

MEMORANDUM OF CONSULTATION

Representatives of the Governments of the Republic of Korea and the United States of America held consultations in Washington, D. C., on February 18 and 19, 1976.

The Governments agreed to the following consultation levels for the second agreement year of the existing textile bilateral agreement, i.e., October 1, 1975 through September 30, 1976:

<u>Group I</u>	(Square Yards Equivalent) <u>Consultation Level</u>
<u>Category</u>	
11	2,000,000
12	2,000,000
15	2,500,000
16	2,000,000
26 pt/27	7,500,000
31	2,000,000
64	9,000,000
201	12,000,000
205	3,500,000
208	15,000,000 *
209	2,000,000

<u>Group II</u>	
<u>Category</u>	
41	1,000,000
42	1,000,000
54	2,100,000
62	1,000,000
63	4,300,000
220	1,000,000
240	20,000,000

<u>Group III</u>	
<u>Category</u>	
104	1,700,000
122	300,000

* Tie fabric sublimit shall remain at 8,000,000 square yards.

The Government of the Republic of Korea agrees that the United States will charge Category 63 overshipments incurred in the first agreement year to the second agreement year.

The United States agrees to charge shipments of women's coats in Category 49 TSUSA number 382.3313 to Category 63 for the second agreement year only. Third agreement year charges for TSUSA number 382.3313 will be the subject of future consultations.

It was agreed that the four categories listed below, presently subject to consultation levels under the current bilateral agreement, would be made specific ceilings at the levels indicated herein, starting with the current agreement year and that notes to effect these changes would be exchanged promptly.

<u>Category</u>	<u>Square Yards</u>
229	29,076,135
116/117	908,998
121	864,000
124	1,500,000

February 23, 1976

AK

JK

HAITI

Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products

*Agreement effected by exchange of notes
Signed at Port-au-Prince March 22 and 23, 1976;
Entered into force March 23, 1976;
Effective January 1, 1976.*

*The American Ambassador to the Haitian Secretary of State for Foreign
Affairs*

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 62

PORT-AU-PRINCE, March 22, 1976

EXCELLENCY:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles done at Geneva on December 20, 1973, [¹] hereinafter referred to as the Arrangement. I also refer to recent discussions between representatives of our two Governments concerning exports of cotton, wool and man-made fiber textiles and textile products from Haiti to the United States. As a result of those discussions and with reference to Article 4, paragraph 3, and Article 6, paragraphs 1 and 6 of the Arrangement, I wish to propose the following agreement relating to trade in cotton, wool, and man-made fiber textiles and textile products between Haiti and the United States, to replace, effective January 1, 1976, the existing agreement of November 3, 1971, as amended, [²] relating to trade in cotton textiles.

1. The term of this agreement shall be from January 1, 1976 through December 31, 1978.

2. For the first agreement year, constituting the twelve-month period beginning January 1, 1976, the aggregate limit (excluding wool) will be 61,000,000 square yards equivalent. Within the aggregate limit, 5,000,000 square yards equivalent shall be reserved for the export of indigenous Haitian cotton fabrics and Haitian textile

¹ TIAS 7840; 25 UST 1001.

² Exchange of notes Oct. 19 and Nov. 3, 1971. TIAS 7256, 7754, 7883, 7931; 22 UST 2112; 24 UST 2302; 25 UST 1479, 2486.

products made from this fabric. The Government of Haiti will make every effort to utilize this provision as an incentive to promote the development of the indigenous Haitian textile industry. However, should conditions arise whereby this limit for indigenous Haitian cotton fabrics cannot be filled, the unused portion of that limit may be used in Group I categories except for categories in that Group having specific limits.

3. Within the aggregate limit, the following group and specific limits shall apply for the first agreement year:

	<u>Limit</u> (Square Yards Equivalent)
<u>Group I</u> – Cotton textiles and apparel (Categories 01-64)	<u>14, 000, 000</u>
Indigenous Haitian fabric and products thereof	5, 000, 000
Other cotton textiles and apparel	9, 000, 000
<u>Specific Limits:</u>	
Category 39	1, 000, 000
Category 45/46/47	2, 000, 000
Category 63	2, 000, 000
<u>Group II</u> – Man-made fiber textiles and apparel (Categories 200-243)	<u>47, 000, 000</u>
<u>Specific Limits:</u>	
Category 219	4, 750, 000
Category 222	3, 700, 000
Category 224	4, 600, 000
Category 225	3, 200, 000
Category 228	3, 700, 000
Category 229	4, 100, 000
Category 233	4, 100, 000
Category 238	4, 600, 000
Category 239	3, 700, 000

4. The aggregate limit will be increased by 7 percent annually for the second and succeeding agreement years. Within that limit, all group and specific limits will be increased by 7 percent annually.

5. Within the aggregate limit, the group limits may be exceeded by not more than seven percent. This amount may be applied to categories except those for which a specific limit has been set.

6. (a) For the second and succeeding agreement years, exports may exceed by a maximum of eleven percent the aggregate limit and any specific limit by allocating to the limits for that year an unused portion of the applicable limit for the previous agreement year

(carryover) or a portion of the applicable limit for the succeeding agreement year (carry forward).

- (i) Carryover may be utilized as available up to eleven percent of the receiving year's applicable limits;
- (ii) Carry forward may be utilized up to six percent of the receiving year's applicable limits and charged against the next year's applicable limits; carry forward may be utilized in the first agreement year;
- (iii) The combination of carryover and carry forward may not exceed eleven percent of the receiving year's applicable limits in any agreement year.

(b) For purposes of this Agreement, a shortfall occurs when exports from Haiti to the United States during an agreement year are below the aggregate limit provided in this Agreement. In the agreement year following the shortfall, exports from Haiti may be permitted to exceed the aggregate and specific limits in accordance with the provisions of subparagraph (a) of this paragraph by carryover of shortfalls in the following manner:

- (i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable specific limit; and
- (ii) In the case of shortfalls in the categories (or combination of categories) subject to specific limits, the shortfalls shall be used in the same category (or combination of categories) in which the shortfall occurred; and
- (iii) In the case of shortfalls not attributable to categories (or combination of categories) subject to specific limits, the carryover shall be used in categories not given specific limits subject to the consultation provisions of paragraph 7.

(c) The limits referred to in subparagraphs (a) and (b) of this paragraph are without any adjustment under this paragraph.

(d) The total adjustment under this paragraph shall be in addition to the adjustments permitted by paragraphs 4 and 5 to the specific limits for any year.

7. Categories not given specific limits are subject to consultation levels and to the aggregate and group limits. In the event the Government of Haiti wishes to permit exports from Haiti to the United States in any category in excess of the applicable consultation level during any agreement year, the Government of Haiti will request consultations with the Government of the United States on this question and the Government of the United States will enter promptly into such consultations. Until agreement on a different level of exports is reached, the Government of Haiti shall limit exports from Haiti to the United States in the category in question to the applicable consultation level. The consultation level for each category not given a specific limit shall be 1,000,000 square yards equivalent in Categories 1-38, 64, 200-213, and 241-243; and 700,000 square yards equivalent

in Categories 39-63 and 214-240. Notwithstanding the foregoing, the following annual consultation levels will apply:

Category	Consultation Levels
	(Square Yards Equivalent)
51	1,000,000
53	1,000,000
54	1,000,000
214	2,000,000
216	2,000,000
217	2,000,000
223	2,000,000
230	2,500,000
235	2,000,000
237	2,000,000

8. With regard to wool, the two Governments recognize that at present there is no significant trade in wool textile products from Haiti to the United States. However, should such trade develop during the term of this agreement, the two Governments agree to consult promptly. Pending the outcome of such consultations, the Government of Haiti agrees to limit its annual exports to the United States of wool textile products to 100,000 square yards equivalent for each wool category, unless otherwise agreed.

9. In accordance with Article 12, paragraph 3, of the Arrangement and subject to the establishment of a mutually agreed upon certification system, Haitian exports of handloom fabrics of the cottage industry, or hand-made cottage industry products made of such handloom fabrics, or traditional folklore handicraft textile products will not be subject to the provisions of this agreement.

10. The Government of the Republic of Haiti shall use its best efforts to space exports from Haiti to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

11. The Government of the United States of America shall promptly supply the Government of the Republic of Haiti with data on monthly imports of textiles from Haiti and the Government of the Republic of Haiti shall promptly supply the Government of the United States of America with monthly data on exports of textiles to the United States. Each Government agrees to supply promptly any other pertinent and readily available statistical data requested by the other Government.

12. (a) In implementing this agreement the system of categories and the rates of conversion into square yards equivalent listed in the Annex A hereto shall apply.

(b) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products (being products which derive their chief characteristics from their textile components) of cotton, wool, man-made fibers, or blends thereof, in which any or all of those

fibers in combination represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are included.

(c) For purposes of this agreement, textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of either of these fibers. All other products described in subparagraph (b) of this paragraph shall be classified as:

- (i) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component.
- (ii) Wool textiles if not cotton, and the wool equals or exceeds 17 percent by weight of all component fibers.
- (iii) Man-made fiber textiles if neither of the foregoing applies.

13. The Government of the Republic of Haiti and the Government of the United States of America agree to consult on any question arising in the implementation of this agreement. If the two Governments are unable to reach a mutually satisfactory solution within a reasonable period of time on problems which have been the subject of consultations under this agreement, either Government may, after notification to the other Government, refer such problems to the Textile Surveillance Body in accordance with Article 11 of the Arrangement Regarding International Trade in Textiles.

14. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this agreement, including differences in points of procedure or operation.

15. If the Government of the Republic of Haiti considers that, as a result of a limitation specified in this agreement, Haiti is being placed in an inequitable position vis-a-vis a third country, the Government of the Republic of Haiti may request consultation with the Government of the United States of America with a view to taking appropriate remedial action such as reasonable modification of this agreement.

16. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of textiles covered by this agreement from Haiti to the United States.

17. The Government of the United States of America may assist the Government of the Republic of Haiti in implementing the limitation provisions of this agreement by controlling imports of the textiles covered by this agreement.

18. Either Government may terminate this agreement effective at the end of any agreement year by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of this agreement.

If the foregoing proposal is acceptable to the Government of the Republic of Haiti, this note and your note of confirmation on behalf of the Government of the Republic of Haiti shall constitute an agreement between the Government of the Republic of Haiti and the Government of the United States of America.

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

HEYWARD ISHAM

Heyward Isham
Ambassador

His Excellency
EDNER BRUTUS,
*Secretary of State for Foreign Affairs,
Port-au-Prince*

Annex A

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
1	Cotton yarn, singles, carded not ornamented, etc.	lb.	4.6
2	Cotton yarn, plied, carded, not ornamented, etc.	lb.	4.6
3	Cotton yarn, singles, combed, not ornamented, etc.	lb.	4.6
4	Cotton yarn, plied, combed, not ornamented, etc.	lb.	4.6
5	Gingham, carded yarn	syd.	1.0
6	Gingham, combed yarn	syd.	1.0
7	Velveteens	syd.	1.0
8	Corduroy	syd.	1.0
9	Sheeting, carded yarn	syd.	1.0
10	Sheeting, combed yarn	syd.	1.0
11	Lawns, carded yarn	syd.	1.0
12	Lawns, combed yarn	syd.	1.0
13	Voiles, carded yarn	syd.	1.0
14	Voiles, combed yarn	syd.	1.0
15	Poplin and broadcloth, carded yarn	syd.	1.0
16	Poplin and broadcloth, combed yarn	syd.	1.0
17	Typewriter ribbon cloth	syd.	1.0
18	Print cloth, shirting type, 80x80 type, carded yarn	syd.	1.0
19	Print cloth, shirting type, other than 80x80 type, carded yarn	syd.	1.0
20	Shirting, carded yarn	syd.	1.0
21	Shirting, combed yarn	syd.	1.0
22	Twill and sateen, carded yarn	syd.	1.0
23	Twill and sateen, combed yarn	syd.	1.0
24	Yarn-dyed fabrics, n.e.s., carded yarn	syd.	1.0
25	Yarn-dyed fabrics, n.e.s., combed yarn	syd.	1.0

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
26	Fabrics, n.e.s., carded yarn	syd.	1.0
27	Fabrics, n.e.s., combed yarn	syd.	1.0
28	Pillowcases, plain, carded yarn	no.	1.084
29	Pillowcases, plain, combed yarn	no.	1.084
30	Dish towels	no.	.348
31	Towels, other than dish towels	no.	.348
32	Handkerchiefs	doz.	1.66
33	Table damasks and manufactures	lb.	3.17
34	Sheets, carded yarn	no.	6.2
35	Sheets, combed yarn	no.	6.2
36	Bedspreads, including quilts	no.	6.9
37	Braided and woven elastics	lb.	4.6
38	Fishing nets	lb.	4.6
39	Gloves and mittens	doz., pr.	3.527
40	Hose and half hose	doz., pr.	4.6
41	Men's and boys' all white T-shirts, knits or crocheted	doz.	7.234
42	Other T-shirts	doz.	7.234
43	Knitshirts, other than T-shirts and sweatshirts (including Infants)	doz.	7.234
44	Sweaters and cardigans	doz.	36.8
45	Men's and boys' shirts, dress, not knit or crocheted	doz.	22.186
46	Men's and boys' shirts, sport, not knit or crocheted	doz.	24.457
47	Men's and boys' shirts, work, not knit or crocheted	doz.	22.186
48	Raincoats, 3/4 length or over	doz.	50.0
49	All other coats	doz.	32.5
50	Men's and boys' trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	doz.	17.797
51	Women's, misses' and children's trousers, slacks and shorts, outer, whether or not in sets, not knit or crocheted	doz.	17.797

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
52	Blouses, whether or not in sets	doz.	14.53
53	Women's, misses', children's and infants' dresses (including nurses, and other uniform dresses), not knit or crocheted	doz.	45.3
54	Playsuits, sunsuits, washsuits, creepers, rompers, etc. (except blouses and shorts; blouses and trousers; or blouses, shorts and skirt sets)	doz.	25.0
55	Dressing gowns, including bathrobes and beachrobes, lounging gowns, dusters and housecoats, not knit or crocheted	doz.	51.0
56	Men's and boys' undershirts (not T-shirts)	doz.	9.2
57	Men's and boys' briefs and undershorts	doz.	11.25
58	Drawers, shorts and briefs (except men's and boys' briefs), knit or crocheted	doz.	5.0
59	All other underwear, not knit or crocheted	doz.	16.0
60	Nightwear and pajamas	doz.	51.96
61	Brassieres and other body supporting garments	doz.	4.75
62	Other knitted or crocheted clothing	lb.	4.6
63	Other clothing, not knit or crocheted	lb.	4.6
64	All other cotton textile items	lb.	4.6
101	Wool tops and wool advanced	lb.	1.95
102	Yarns of Angora Rabbit hair	lb.	1.95
103	Other yarns of wool and hair	lb.	1.95
104	Woven fabrics of wool, including blankets (carriage robes, lap robes, steamer rugs, etc.) over 3 yards in length	syd.	1.0
105	Billiard cloth	syd.	1.0
106	Blankets.	lb.	1.295
107	Carriage and auto robes, etc., n.e.s.	lb.	1.295

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
108	Tapestries and upholstery fabrics	syd.	1.0
109	Pile and tufted fabrics	syd.	1.0
110	Knit fabrics in the piece	lb.	1.95
111	Hosiery	dpr.	2.7814
112	Gloves and mittens	dpr.	2.093
113	Underwear, knit	lb.	1.95
114	Other infants' articles, knit, not ornamented	lb.	1.95
115	Knit hats and similar items	lb.	1.95
116	Knit wearing apparel, n.e.s., valued not over \$5 per pound	lb.	1.95
117	Knit wearing apparel, n.e.s., valued over \$5 per pound	lb.	1.95
118	Hats, caps, not blocked	lb.	1.95
119	Hats, caps, blocked, finished	lb.	1.95
120	Men's and boys' suits	no.	4.5
121	Men's and boys' outer coats	no.	4.5
122	Women's, misses', and children's coats and suits	no.	4.75
123	Women's, misses', and children's separate skirts	no.	1.5
124	Trousers, slacks and shorts	no.	1.5
125	Articles of wearing apparel, n.e.s.	lb.	2.0
126	Lace and net articles, including veiling	lb.	1.95
128	Miscellaneous manufactures of wool	lb.	1.95
131	Braided floor coverings	sft.	0.11
132	Wool floor coverings, n.e.s.	sft.	0.11
200	Textured yarns	lb.	3.51
201	Yarn wholly of continuous filament, cellulosic	lb.	5.19
202	Yarn wholly of continuous filament, other	lb.	11.6
203	Yarn wholly of non-continuous filament, cellulosic	lb.	3.4

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
204	Yarn wholly of non-continuous filament, other	lb.	4.12
205	Yarns, other	lb.	3.51
206	Woven fabrics, cellulosic, wholly of continuous man-made fiber	syd.	1.0
207	Woven fabrics, cellulosic, wholly made of non-continuous fibers	syd.	1.0
208	Woven fabrics, other, wholly of continuous man-made fiber	syd.	1.0
209	Woven fabrics, other, wholly of non-continuous fibers	syd.	1.0
210	Woven fabrics, other of man-made fibers	syd.	1.0
211	Knit fabrics	lb.	7.8
212	Pile and tufted fabrics	syd.	1.0
213	Specialty fabrics	lb.	7.8
214	Gloves and mittens, knit, whether or not ornamented	dpr.	3.53
215	Hosiery	dpr.	4.6
216	Dresses, knit	doz.	45.3
217	Pajamas and other nightwear, knit	doz.	51.96
218	T-shirts, knit	doz.	7.24
219	Shirts, other (including blouses), knit	doz.	18.36
220	Skirts, knit	doz.	17.8
221	Sweaters and cardigans, knit	doz.	36.8
222	Trousers, slacks and shorts, knit, women's, girls' and infants'	doz.	17.8
223	Underwear, knit	doz.	16.0
224	Other wearing apparel, knit, whether or not ornamented	lb.	7.8
225	Body-supporting garments	doz.	4.75
226	Handkerchiefs	doz.	1.66
227	Mufflers, scarves and shawls, not knit	lb.	7.8
228	Blouses, not knit	doz.	14.53

<u>Category</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor</u>
229	Coats, not knit	doz.	41.25
230	Dresses, not knit	doz.	45.3
231	Dressing gowns, including bathrobes and beachrobes, not knit	doz.	51.0
232	Pajamas and other nightwear, not knit	doz.	51.96
233	Playsuits, sunsuits, washsuits, etc., not knit	doz.	21.3
234	Dress shirts, not knit	doz.	22.19
235	Shirts, other, not knit	doz.	24.46
236	Skirts, not knit	doz.	17.8
237	Suits, not knit	no.	4.5
238	Trousers, slacks and shorts, not knit	doz.	17.8
239	Underwear, not knit	doz.	16.0
240	Other wearing apparel, not knit, whether or not ornamented	lb.	7.8
241	Floor coverings	sft.	0.11
242	Other furnishings	lb.	7.8
243	Manufactures, n.e.s. of man-made fiber	lb.	7.8

The Haitian Secretary of State for Foreign Affairs to the American Ambassador

Département
des
Affaires Etrangères

SG/CG: 379

République d'Haiti

Port-au-Prince, le 23 Mars 1976

Monsieur l'Ambassadeur,

J'ai l'honneur de vous accuser réception de la lettre No. 62 du 22 mars 1976 libellée comme suit :

"J'ai l'honneur de vous référer à la Convention concernant le Commerce International des Textiles, tenue à Genève, le 20 Décembre 1973, ci-après dénommée "L'Accord".

Je vous réfère également aux récents pourparlers entre les Représentants de nos deux Gouvernements au sujet d'exportations de textiles, de coton, de laine et de fibres chimiques et de produits textiles d'Haiti aux Etats Unis.

Comme résultat de ces pourparlers, et ne référant à l'Article 4, paragraphes 3, et à l'Article 6, paragraphes 1 et 6 de la Convention, j'aimerais proposer l'accord suivant en ce qui concerne le commerce des textiles, et des produits textiles de coton, de laine et de fibres chimiques entre Haïti et les Etats-Unis, accord destiné à remplacer, à compter du 1er. Janvier 1976, l'accord existant daté du 3 Novembre 1971, tel qu'amendé, relatif au commerce des textiles de coton:

1. Le présent accord s'étendra sur la période allant du 1er. Janvier 1976 au 31 Décembre 1978 inclusivement.

Son Excellence

Monsieur Heyward Isham

Ambassadeur des Etats-Unis d'Amérique

Port-au-Prince, HAITI

2. Pour la première année de "l'Accord" couvrant une période de 12 mois commençant le 1er Janvier 1976, la limite globale, à l'exception de la laine, sera l'équivalent de 61,000,000 de yards carrés. Dans la limite globale fixée, l'équivalent de 5,000,000 de yards carrés sera réservé à l'exportation de tissus de coton haitien de fabrication locale et aux produits textiles haïtiens fabriqués avec ce tissu. Le Gouvernement Haïtien fera tout son possible pour utiliser cette provision aux fins de promouvoir le développement de l'industrie textile haïtienne locale. Cependant, si les circonstances devaient telles que cette limite pour les tissus haïtiens de coton de fabrication locale ne pouvait être atteinte, la portion inutilisée de cette limite peut être utilisée dans les catégories du Groupe I sauf pour les catégories de ce Groupe qui ont des limites spécifiques.

3. Dans le cadre de la limite globale, les limites de groupes et de catégories suivantes seront :

Total Equivalent en Yards Carrés
(EYC)

Groupe I : Textiles et vêtements de coton (Catégorie 01-64) 14,000,000

Tissus haïtiens de fabrication locale et articles confectionnés avec ces tissus 5,000,000

Autres textiles et vêtements de coton 9,000,000

Limites spécifiques:

Catégorie 39 1,000,000

" 45/46/47 2,000,000

" 63 2,000,000

Groupe II : Textiles et vêtement de fibres chimiques (Catégories 200-243) 47,000,000

Limites spécifiques :

Catégorie 219 4,750,000

" 222 3,700,000

" 224 4,600,000

" 225 3,200,000

" 228 3,700,000

" 229 4,100,000

" 233 4,100,000

" 238 4,600,000

" 239 3,700,000

4. La limite globale sera majorée de 7 pour cent par an pour la deuxième année et les années suivantes de l'Accord. Dans le cadre de cette limite, toutes les limites de groupes et de catégories spécifiques seront augmentées de 7% par an.

5. Dans la limite globale, les limites de groupes peuvent être dépassées, mais pas de plus de 7 pour cent. Cette quantité pourrait être appliquée à n'importe quelle catégorie sauf celles pour lesquelles une limite spécifique a été établie.

6. (a) Pour la deuxième et les années suivantes de l'Accord, les exportations peuvent excéder jusqu'à un maximum de 11% la limite globale et n'importe quelle limite spécifique, en imputant aux limites de l'année en cours une portion inutilisée de la limite applicable de l'année précédente (partie non utilisée : Report) ou une portion de la limite applicable pour l'année suivante (utilisation anticipée : (A reporter)).

(i) Le "report" peut être utilisé suivant les disponibilités jusqu'à concurrence de 11 pour cent des limites applicables de l'année de réception;

(ii) "L'utilisation par anticipation (à reporter)" peut être faite jusqu'à concurrence de 6 pour cent des limites applicables de l'année de réception et imputée aux limites applicables de l'année suivante; on peut faire appel à l'utilisation anticipée au cours de la première année de l'Accord.

(iii) La combinaison "report et à reporter" ne peut pas excéder 11 pour cent de limites applicables de l'année de réception au cours de toute année de l'Accord.

(b). Aux fins d'application du présent Accord, un déficit se produit lorsque les exportations d'Haiti aux Etats-Unis, au cours d'une année de l'Accord sont inférieures à la limite globale prévue dans le présent accord. Au cours de l'année de l'Accord qui suit l'année déficitaire, les exportations d'Haiti peuvent être autorisées à dépasser les limites globales et spécifiques conformément aux dispositions de l'alinéa (a) du présent paragraphe, en reportant les déficits de la manière suivante :

6. (suite) (i) Le report ne devra pas dépasser le montant du déficit ni dans la limite globale, ni dans la limite spécifique applicable;

(ii) Dans les cas de déficits dans les catégories (ou combinaisons de catégories) sujettes à des limites spécifiques, les déficits devront être utilisées dans la même catégorie ou combinaisons de catégories dans lesquelles ces déficits se sont produits;

(iii) Dans le cas de déficits non attribuables aux catégories (ou combinaisons de catégories) sujettes à des limites spécifiques, le report sera utilisé dans les catégories pour lesquelles on n'aura pas fixé des limites spécifiques sujettes aux dispositions de consultation du paragraphe 7.

(c) Les limites mentionnées aux alinéas (a) et (b) de ce paragraphe ne comportent aucun ajustement au titre du présent paragraphe.

(d) Le total de l'ajustement effectué au titre du présent paragraphe sera ajouté aux ajustements autorisés aux termes des paragraphes 4 et 5, pour les limites spécifiques de n'importe quelle année.

7. Les catégories n'ayant pas de limites spécifiques sont sujettes à des niveaux fixés par voie de consultation et à la limite globale et aux limites de groupes. Au cas où le Gouvernement d'Haiti souhaiterait autoriser dans toute catégorie des exportations d'Haiti aux Etats-Unis dépassant le niveau applicable par voie de consultation, au cours de toute année de l'Accord, le Gouvernement d'Haiti demandera des consultations sur cette question au Gouvernement des Etats-Unis, et le Gouvernement des Etats Unis acceptera promptement de telles consultations. Jusqu'à ce qu'un accord intervienne sur un niveau différent d'exportations, le Gouvernement d'Haiti limitera les exportations d'Haiti aux Etats-Unis relevant de la catégorie en question au niveau applicable à fixer par voie de consultation. Le niveau à fixer par

voie de consultation pour chaque catégorie ne comportant pas de limite spécifique sera l'équivalent de 1,000,000 de yards carrés dans les catégories 1-38, 64, 200-213, et 241-243; de 700,000 yards carrés dans les catégories 39-63 et 214-240. Nonobstant ce qui précède, les niveaux annuels à fixer par voie de consultation seront les suivants :

Catégories	Millions équivalents de yards carrés
51	1,0
53	1,0
54	1,0
214	2,0
216	2,0
217	2,0
223	2,0
230	2,5
235	2,0
237	2,0

8. En ce qui concerne la laine, les deux Gouvernements reconnaissent que pour le moment, il n'y a aucun commerce important de produits textiles en laine entre Haïti et les Etats-Unis. Cependant, si un tel commerce se développait pendant la durée de cet Accord, les deux Gouvernements conviennent de se consulter sans tarder. En attendant les résultats de ces consultations, le Gouvernement d'Haïti limitera à 100,000 EYC dans chaque catégorie ses exportations annuelles de produits textiles en laine destinées aux Etats-Unis, à moins que les deux Gouvernements ne se mettent d'accord mutuellement pour une autre solution.

9. Conformément à l'Article 12, paragraph 3, de l'Accord et sous réserve de l'établissement d'un système de certificat mutuellement agréé les exportations d'Haïti de tissus de fabrication artisanale obtenue sur métier à main, de produits de fabrication artisanale faits à la main avec ces tissus tissés à la main, ou de produits textiles artisanaux relevant du folklore traditionnel ne seront pas régis par les dispositions du présent Accord.

10. Le Gouvernement de la République d'Haiti fera tout son possible pour que les exportations d'Haiti à destination des Etats Unis s'effectuent pour chaque catégorie à intervalles réguliers tout au long de l'année pendant la durée de l'Accord, compte tenu des facteurs saisonniers normaux.

11. Le Gouvernement des Etats-Unis d'Amérique devra communiquer rapidement au Gouvernement de la République d'Haiti les données relatives aux importations mensuelles de textiles en provenance d'Haiti et le Gouvernement de la République d'Haiti communiquera rapidement au Gouvernement des Etats-Unis d'Amérique les données mensuelles relatives aux exportations de textiles à destination des Etats-Unis. Chaque Gouvernement convient de fournir toutes autres données statistiques pertinentes dont il dispose.

12. (a) Lors de l'exécution du présent Accord, le système de catégories et les taux de conversion en équivalents de yards carrés figurant à l'Annexe A du présent Accord sont applicables.

(b) Sont inclus les peignés, fils, tissus, articles de confection simple, vêtements et autres produits textiles manufaturés (produits qui tiennent leurs caractéristiques principales de leurs composants textiles) en coton, laine, fibres artificielles et chimiques dans lesquelles n'importe quelle fibre ou toutes les fibres mélangées dans ces produits représente (ou représentent) ou bien la valeur principale des fibres ou bien 50% ou plus, en poids (ou 17 pour cent ou plus en poids de laine), du produit.

(c) Aux fins d'application du présent Accord, les produits textiles seront classifiés en tant que textiles de coton, de laine ou de fibres chimiques, si ces fibres constituent l'élément integral ou de valeur principale de ces produits. Tous les autres produits décrits à l'alinéa (b) du présent paragraphe seront classifiés en tant que :

- (i) Textiles de coton, s'ils se composent de 50 pour cent ou plus, en poids de coton, ou si le coton en est un élément de proportion plus élevée, en poids, que l'élément laine et/ ou fibre chimiques.
- (ii) Textiles de laine, s'ils ne tombent pas dans la catégorie des textiles de coton et que la laine y entre dans une proportion égale ou excède de 17 pour cent, en poids toutes les autres fibres qui les composent;
- (iii) Textiles de Fibres Chimiques, s'ils ne répondent pas à l'une ou l'autre des descriptions ci-dessus.

13. Le Gouvernement de la République d'Haiti et le Gouvernement des Etats-Unis d'Amérique conviennent de se consulter au sujet de toute question soulevée dans le cadre de l'application du présent Accord. Si les deux Gouvernements se trouvent dans l'impossibilité de parvenir dans des délais raisonnables à une solution mutuellement satisfaisante des problèmes qui ont fait l'objet de consultations aux termes du présent Accord, l'un ou l'autre des Gouvernements pourra, après en avoir avisé l'autre Gouvernement, saisir l'organe de Surveillance des textiles desdits problèmes, conformément à l'Article 11 de la Convention relative au Commerce International des Textiles.

14. Des arrangements administratifs ou des ajustements mutuellement satisfaisants peuvent être faits pour résoudre les problèmes de moindre importance survenant dans l'application du présent Accord, y compris les divergences concernant des détails de procédure ou de fonctionnement.

15. Si le Gouvernement de la République d'Haiti estime que, en raison d'une limitation spécifiée dans le présent Accord, Haïti se trouve dans une position inéquitable vis-à-vis d'un pays tiers, le Gouvernement de la République d'Haiti pourra demander d'entrer en consultation avec le Gouvernement des Etats-Unis d'Amérique en vue de prendre toutes dispositions appropriées, telle l'adoption d'une modification raisonnable du présent Accord, pour y remédier.

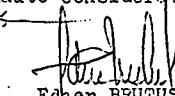
16. Pendant la durée du présent Accord, le Gouvernement des Etats-Unis d'Amérique n'invoquera pas les procédures de l'Article 3 de la Convention pour demander la limitation de l'exportation vers les Etats-Unis des textiles couverts par cet Accord.

17. Le Gouvernement des Etats-Unis d'Amérique pourra aider le Gouvernement de la République d'Haiti dans l'application des dispositions du présent Accord en matière de limitation en contrôlant les importations de textiles tombant sous le coup de l'Accord.

18. L'un ou l'autre des Gouvernements pourra mettre fin au présent Accord à compter de la fin de toute année de l'Accord en avisant par écrit l'autre Gouvernement, au moins 90 jours avant la fin de ladite année de l'Accord. L'un ou l'autre des Gouvernements pourra, à tout moment, proposer des révisions des modalités du présent Accord".

La proposition ci-dessus ayant reçu l'agrément du Gouvernement de la République d'Haiti, votre lettre et celle-ci constituent un Accord par échange de notes entre le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République d'Haiti.

Je saisisis l'occasion pour vous renouveler, Monsieur l'Ambassadeur, les assurances de ma très haute considération.


Edouard BRUTUS

Secrétaire d' Etat

TRANSLATION

REPUBLIC OF HAITI

Department of Foreign Affairs

Port-au-Prince, March 23, 1976

SG/CG:379

Mr. Ambassador:

I have the honor to acknowledge the receipt of note No. 62 of March 22, 1976, which reads as follows:

[For the English language text, see p. 1595.]

The foregoing proposal having met with the approval of the Government of the Republic of Haiti, your note and this one shall constitute an agreement by exchange of notes between the Government of the United States of America and the Government of the Republic of Haiti.

I avail myself of this occasion to renew to you, Mr. Ambassador, the assurances of my very high consideration.

Edner Brutus

Edner Brutus
Secretary of State

His Excellency
Heyward Isham,
Ambassador of the United States
of America,
Port-au-Prince, Haiti.

THAILAND

Trade in Cotton Textiles

Agreement amending the agreement of March 16, 1972, as amended.

Effectuated by exchange of notes

*Signed at Bangkok December 29, 1975;
Entered into force December 29, 1975.*

*The American Chargé d'Affaires ad interim to the Thai Minister for
Foreign Affairs*

DECEMBER 29, 1975

EXCELLENCY:

I have the honor to refer to the Cotton Textile Agreement between our two Governments effected by an exchange of Notes dated March 16, 1972, as amended on April 21, 1975,^[1] and to recent discussions between representatives of our two Governments concerning a new agreement between our two Governments on exports of cotton, wool and man-made fiber textiles from Thailand to the United States. As a result of these discussions, I propose the following:

1. Upon entry into force of the new agreement,^[2] the Cotton Textile Agreement of March 16, 1972, as amended, shall terminate.

2. In the event that the final Agreement Year of the Cotton Textile Agreement of March 16, 1972, as amended, terminates before twelve months have been completed, the levels and limits specified therein shall be calculated on a prorata basis.

If the foregoing proposal is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Royal Thai Government shall constitute an amendment of the Cotton Textile Agreement effected by exchange of Notes dated March 16, 1972, as amended on April 21, 1975.

¹ TIAS 7299, 8053; 23 UST 239; 26 UST 517.

² TIAS 8288; *post*, p. 1894.

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

EDWARD E. MASTERS

His Excellency

Major General CHATICHAI CHOONHAVAN
Minister for Foreign Affairs

The Thai Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS
SARANROM PALACE

No. 0501/54913

BANGKOK, 29 December B.E. 2518 (1975)

EXCELLENCY;

With reference to Your Excellency's Note of December 29, 1975, concerning the termination of the Cotton Textile Agreement effected by an exchange of Notes dated March 16, 1972, as amended on April 21, 1975, which reads as follows:

"I have the honor to refer to the Cotton Textile Agreement between our two Governments effected by an exchange of Notes dated March 16, 1972, as amended on April 21, 1975, and to recent discussions between representatives of our two Governments concerning a new agreement between our two Governments on exports of cotton, wool and man-made fiber textiles from Thailand to the United States. As a result of these discussions, I propose the following:

1. Upon entry into force of the new agreement, the Cotton Textile Agreement of March 16, 1972, as amended, shall terminate.
2. In the event that the final Agreement Year of the Cotton Textile Agreement of March 16, 1972, as amended, terminates before twelve months have been completed, the levels and limits specified therein shall be calculated on a prorata basis.

If the foregoing proposal is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Royal Thai Government shall constitute an amendment of the Cotton Textile Agreement effected by exchange of Notes dated March 16, 1972, as amended on April 21, 1975"

I have the honor, in reply, to inform Your Excellency that the Royal Thai Government accepts the proposal set forth in Your Excellency's Note under reference and that Your Excellency's Note

and this Note constitute an amendment of the Cotton Textile Agreement effected by an exchange of Notes dated March 16, 1972, as amended on April 21, 1975.

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

CHOONHAVAN

(Chatichai Choonhavan)
Minister of Foreign Affairs

His Excellency;

CHARLES WHITEHOUSE

*Ambassador Extraordinary and Plenipotentiary of
the United States of America,
Bangkok,*

HUNGARIAN PEOPLE'S REPUBLIC

Trade in Textiles: Consultations on Market Disruption

*Agreement effected by exchange of notes
Signed at Budapest February 12 and 18, 1976;
Entered into force February 18, 1976.*

The American Ambassador to the Hungarian Minister for Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA

No. 46

BUDAPEST, February 12, 1976.

EXCELLENCY:

I have the honor to refer to Article 2 and Article 6 (Paragraph 3) of the Arrangement Regarding International Trade in Textiles^[1] (hereinafter called the Arrangement) and to the Agreement concerning trade in cotton textiles between our two countries signed on August 13, 1970 at Washington, as amended.^[2]

As a result of the United States review of its bilateral agreements under Article 2 of the Arrangement and a mutual review of the textile trade between the Hungarian People's Republic and the United States of America by representatives of the two governments in Washington, July 7-8, 1975, I propose that the Agreement concerning trade in cotton textiles referred to above not be renewed.

Should exports of cotton, wool, and man-made fiber textiles and apparel products from Hungary to the United States develop in such a manner so as to cause or threaten to cause in the United States problems of market disruption as defined in the Arrangement, the Government of the United States of America reserves the right to request consultations with the Government of the Hungarian People's Republic. I further propose that the Government of the Hungarian People's Republic agree to respond within 30 days to such a request for consultations and to consult within 60 days thereafter (unless otherwise mutually agreed) to arrive at an early solution on mutually satisfactory terms in accordance with the provisions of the Arrangement.

¹ TIAS 7840; 25 UST 1005.

² TIAS 6947, 7230, 7878; 21 UST 2032; 22 UST 1857; 25 UST 1461.

If the foregoing proposal is acceptable to your government, this note and your Excellency's note of acceptance on behalf of the Government of the Hungarian People's Republic shall constitute an agreement between our two governments, effective on the date of your note of acceptance.

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

EUGENE McAULIFFE

His Excellency
FRIGYES PUJA,
Minister for Foreign Affairs,
Budapest.

The Hungarian Minister for Foreign Affairs to the American Ambassador

A MAGYAR NÉPKÖZTÁRSASAG
KULUGYMINISZTERIUMA [1]

Budapest, 18 February, 1976

818-1/1976

Excellency,

I have the honor to acknowledge receipt of your note of February 12, 1976. No. 46 referring to the termination of the Agreement Concerning Trade in Cotton Textiles between our two countries, signed on August 13, 1970, and to the discussions held in Washington between July 7-8, 1975, between the representatives of our two governments concerning the application of Article 2 and Article 6 /paragraph 3/ of the Arrangement Regarding International Trade in Textiles done at Geneva on December 20, 1973.

I have the honor to confirm on behalf of the Government of the Hungarian People's Republic that the above mentioned note and this reply constitute an agreement between our two governments relating to trade in textiles between the Hungarian People's Republic and the United States of America.

Please, accept Excellency the assurances of my highest consideration.

Puja Frigyes
/ Frigyes Puja /

His Excellency
Eugene McAuliffe
Ambassador of the United States
of America

B u d a p e s t

¹ In translation reads: "The Hungarian People's Republic Ministry of Foreign Affairs".

**SOCIALIST FEDERAL REPUBLIC OF
YUGOSLAVIA**

Trade in Textiles: Consultations on Market Disruption

*Agreement effected by exchange of notes
Signed at Belgrade January 14, 1976;
Entered into force January 14, 1976.*

The American Ambassador to the Yugoslav Vice President of the Federal Executive Council and Federal Secretary for Foreign Affairs

No. 48

Excellency:

I refer to the agreement concerning trade in cotton, wool and man-made fiber textiles between our two countries signed on December 31, 1970, [¹] at Belgrade.

As a result of the United States' review of its bilateral agreements under Article 2 of the arrangement regarding international trade in textiles [²] (hereinafter referred to as the Arrangement), and also the mutual review with representatives of the Government of Yugoslavia of the trade in textiles between Yugoslavia and the United States I wish to propose that the bilateral cotton textile agreement referred to above be terminated.

Should exports of cotton, wool, and man-made fiber textiles and apparel products from Yugoslavia to the United States develop in such a manner so as to cause or threaten to cause in the United States problems of market disruption as defined in the Arrangement, the Government of the United States may request consultations with the Government of the Socialist Federal Republic of Yugoslavia. I further propose that the Government of the Socialist Federal Republic of Yugoslavia agree to respond within 30 days of the date of such a request for consultations and to consult within 60 days

His Excellency Milos Minic

Vice President of the Federal
Executive Council and Federal Secretary
for Foreign Affairs,
Belgrade, Yugoslavia

¹ TIAS 7032, 7631; 21 UST 3092; 24 UST 1009.

² TIAS 7840; 25 UST 1005.

thereafter (unless otherwise mutually agreed) to arrive at an early solution on mutually satisfactory terms.

If the foregoing proposal is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of Yugoslavia shall constitute an agreement between our two governments, effective on the date of your note of acceptance.

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

Laurence H. Silberman

Embassy of the United States of America

Belgrade, January 14, 1976

The Yugoslav Federal Secretary for Foreign Affairs to the American Ambassador

No. 41704

Belgrade, 14 January 1976

Excellency,

I have the honour to acknowledge receipt of Your Excellency's Note No. 48 of 14 January 1976, proposing the termination of the bilateral agreement on trade in cotton, wool and man-made fiber textiles between our two countries signed on 31 December 1970, at Beograd, which reads as follows:

"Excellency,

I refer to the agreement concerning trade in cotton, wool and man-made fiber textiles between our two countries signed on December 31, 1970, at Beograd.

As a result of the United States' review of its bilateral agreements under Article 2 of the arrangement regarding international trade in textiles (hereinafter referred to as the Arrangement), and also the mutual review with representatives of the Government of Yugoslavia of the trade in textiles between Yugoslavia and the United States I wish to propose that the bilateral cotton textile agreement referred to above be terminated.

Should exports of cotton, wool and man-made fiber textiles and apparel products from Yugoslavia to the United States develop in such a manner so as to cause or threaten to cause in the

His Excellency
Mr. Laurence H. Silberman
Ambassador of the United
States of America

TIAS 8271

United States problems of market disruption as defined in the Arrangement, the Government of the United States may request consultations with the Government of the Socialist Federal Republic of Yugoslavia. I further propose that the Government of the Socialist Federal Republic of Yugoslavia agree to respond within 30 days of the date of such a request for consultations and to consult within 60 days thereafter (unless otherwise mutually agreed) to arrive at an early solution on mutually satisfactory terms.

If the foregoing proposal is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of Yugoslavia shall constitute an agreement between our two Governments, effective on the date of your note of acceptance.

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

I have the honour to inform you that the foregoing text is in accordance with the position of my Government and that Your Excellency's note and this note in reply to it constitute the agreement between the two Governments.

Accept, Excellency, the assurances of my high consideration.

For the Federal Secretary for
Foreign Affairs

Nikola Milićević
Assistant Federal Secretary for
Foreign Affairs



MEXICO

Trade in Cotton, Wool and Man-Made Fiber Textiles

Agreement amending the agreement of May 12, 1975.

Effectuated by exchange of notes

Signed at Washington March 11 and 16, 1976;

Entered into force March 16, 1976.

The Secretary of State to the Mexican Ambassador

MARCH 11, 1976

EXCELLENCY:

I have the honor to refer to the bilateral agreement of May 12, 1975,^[1] between our two countries (hereinafter referred to as the Agreement), relating to trade in cotton, wool and man-made fiber textiles, with annexes, and to recent discussions between representatives of our two governments in Washington, D C.

I have further the honor, as a result of these discussions and pursuant to paragraph 20 of the Agreement, to propose the following amendment to the Agreement

In addition to the specific ceilings listed in paragraph 5 of the Agreement, the following specific ceilings will apply beginning in the second agreement year:

<u>Category</u>	<u>Square Yards Equivalent</u>
9/10	17,000,000
22/23	25,000,000
26/27	16,000,000
(Duck Subceiling)	(9,000,000)
223	10,500,000

If the foregoing conforms with the understanding of your Government, this note and Your Excellency's note of confirmation on behalf of the Government of Mexico shall constitute an agreement between

¹ TIAS 8079; 26 UST 910.

our two governments which amends the Agreement, effective on the date of Your note of acceptance.

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

For the Secretary of State

JULIUS L KATZ

His Excellency

Dr JOSE JUAN DE OLLOQUI,
Ambassador of Mexico.

The Mexican Ambassador to the Secretary of State

0863

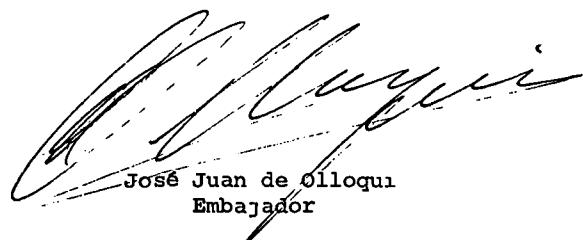
Washington, D.C.,
16 de marzo de 1976.

Señor Secretario:

Tengo el honor de acusar recibo de su
nota de esta fecha, en la que propone una enmienda
al Convenio Bilateral sobre Comercio de Textiles de
Algodón, Lana y Fibras Sintéticas entre México y
Estados Unidos de 12 de mayo de 1975.

Deseo confirmar, en nombre del Gobierno
de México que lo expresado en su nota, concuerda con
los arreglos a que se llegaron en las discusiones que
menciona Vuestra Excelencia. Por lo tanto, su nota
y esta nota de confirmación constituirán un arreglo
entre nuestros dos Gobiernos que enmienda el Convenio,
a partir de la fecha de esta nota.

Reitero a Vuestra Excelencia, las segun-
ridades de mi más alta y distinguida consideración.



José Juan de Olloqui
Embajador

Excelentísimo señor doctor
Henry A. Kissinger,
Secretario de Estado,
Washington, D.C.

TRANSLATION

EMBASSY OF MEXICO

0863

Washington, D.C.
March 16, 1976

Excellency.

I have the honor to acknowledge the receipt of your note of this date, in which you propose an amendment to the Agreement relating to Trade in Cotton, Wool and Man-Made Fiber Textiles between Mexico and the United States of May 12, 1975.

I wish to confirm, on behalf of the Government of Mexico, that the contents of your note are in accordance with the understandings reached in the discussions mentioned by you. Therefore, your note and this note of confirmation shall constitute an agreement between our two Governments amending the Agreement, effective on the date of this note.

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

José Juan de Olloqui
José Juan de Olloqui
Ambassador

His Excellency,
Henry A. Kissinger,
Secretary of State,
Washington, D.C.

GREECE

Trade in Textiles: Consultations on Market Disruption

Agreement effected by exchange of notes

Signed at Athens December 29, 1975 and January 5, 1976;

Entered into force January 5, 1976.

The American Ambassador to the Greek Deputy Foreign Minister

EMBASSY OF THE
UNITED STATES OF AMERICA
Athens, Greece

368

December 29, 1975

Excellency:

I refer to the Agreement concerning trade in cotton textiles [1] between our two countries signed on June 21 and 22, 1971, at Athens.

As a result of the United States' review of its bilateral agreement under Article 2 of the Arrangement Regarding International Trade in Textiles [2] (hereinafter referred to as the Arrangement), and also the mutual review with representatives of the Government of Greece of the trade between Greece and the United States, I wish to propose that the bilateral cotton textile Agreement referred to above be terminated.

Should cotton textile or cotton textile product exports from Greece to the United States develop in a manner which, in the United States, causes problems of market disruption as defined in the Arrangement, the United States reserves the right to request consultations with the Government of Greece in accordance with

His Excellency

Constantine Stavropoulos,

Deputy Foreign Minister of Greece,

Ministry of Foreign Affairs,

Athens.

¹ TIAS 7149; 22 UST 1047.

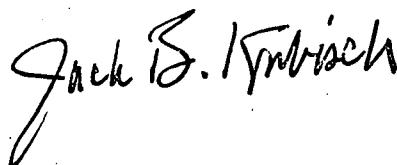
² TIAS 7840; 25 UST 1005.

applicable provisions of the Arrangement. I further propose that the Government of Greece agree to respond promptly to any such request for consultation with a view to reaching an early agreement regarding cotton textile or cotton textile product exports on mutually satisfactory terms, and that such consultations will be held within 60 days of such a request unless mutually agreed otherwise.

As long as there are no problems of market disruption in the United States, Greek exports of cotton textiles to the United States may exceed 15 million square yards equivalent annually. If there are problems of market disruption, the figure of 15 million square yards would provide a basis for discussion for a new agreement.

If the foregoing proposal is acceptable to your Government, this note and your Excellency's note of acceptance on behalf of the Government of Greece shall constitute an agreement between our two Governments, effective on the date of your note of acceptance.

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

A handwritten signature in black ink, appearing to read "Jack S. Kibbisch". The signature is fluid and cursive, with "Jack" and "S." being more stylized and "Kibbisch" being more clearly legible.

The Greek Deputy Foreign Minister to the American Ambassador

THE UNDER-SECRETARY
OF STATE FOR FOREIGN AFFAIRS

7DF4444, 26/1/AS27

January 5, 1976

Excellency,

I have the honour to acknowledge receipt of your letter dated December 29, 1975, the contents of which read as follows:

" I refer to the Agreement concerning trade in cotton textiles between our two countries signed on June 21 and 22, 1971, at Athens.

As a result of the United States' review of its bilateral agreement under Article 2 of the Arrangement Regarding International Trade in Textiles (hereinafter referred to as the Arrangement), and also the mutual review with representatives of the Government of Greece of the trade between Greece and the United States, I wish to propose that the bilateral cotton textile Agreement referred to above be terminated.

Should cotton textile or cotton textile product exports from Greece to the United States develop in a manner which, in the United States, causes problems of market disruption as defined in the Arrangement, the United States reserves the right to request consultations with the Government of Greece in accordance with applicable provisions of the Arrangement. I further propose that the Government of Greece agree to respond promptly to any such request for consultation with a view to reaching an early agreement regarding cotton textile or cotton textile product exports on mutually satisfactory terms, and that such consultations will be held within 60 days of such a request unless mutually agreed otherwise.

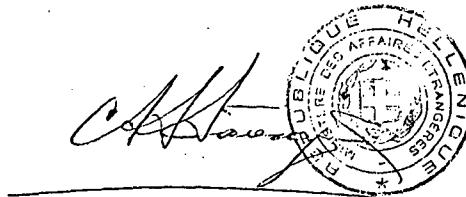
Excellency Jack B. Kubisch,
Ambassador Extraordinary and
Plenipotentiary of the United States
of America
ATHENS

As long as there are no problems of market disruption in the United States, Greek exports of cotton textiles to the United States may exceed 15 million square yards equivalent annually. If there are problems of market disruption, the figure of 15 million square yards would provide a basis for discussion for a new agreement.

If the foregoing proposal is acceptable to your Government, this note and your Excellency's note of acceptance on behalf of the Government of Greece shall constitute an agreement between our two Governments, effective on the date of your note of acceptance."

I wish to communicate to you the Hellenic Government's acceptance of the contents of your letter, so that the new Agreement be hereby concluded.

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



[1]

A handwritten signature "Constantine Stavropoulos" is written over a circular Greek government stamp. The stamp contains the text "ΕΛΛΗΝΙΚΗ ΔΗΜΟΚΡΑΤΙΑ", "ΜΙΝΙΣΤΡΟΣ ΕΦΕΤΟΥ", "ΕΦΕΤΟΣ", and "1955".

¹ Constantine Stavropoulos

HONG KONG

Trade in Cotton, Wool and Man-Made Fiber Textiles

Agreement amending the agreement of July 25, 1974.

Effectuated by exchange of notes

Signed at Hong Kong December 15 and 22, 1975;

Entered into force December 22, 1975.

*The American Consul-General to the Hong Kong Director of Commerce
and Industry*

AMERICAN CONSULATE GENERAL

HONG KONG, December 15, 1975

SIR:

I refer to the discussions concluded between our two Governments in Washington, D.C. on November 5, 1975, concerning the bilateral agreement of July 25, 1974, [1] relating to trade in cotton, wool and man-made fiber textiles between Hong Kong and the United States (the "agreement"). In view of these discussions, I wish to propose that the agreement be amended by the following changes:

1. In Annex B, under Group II (apparel of cotton and man-made fibers), other coats, woven (Category 49); trousers, slacks and shorts, woven (Categories 50/51); men's and boys' (sub-ceiling) (Category 50); and women's, girls' and infants' (sub-ceiling) (Category 51) are amended to read as follows:

CATEGORY	UNIT	QUANTITY	SQUARE YARDS EQUIVALENT
Other coats, woven (Category 49 and 63 (2))	Doz.	265, 000	8, 612, 500
Trousers, slacks and shorts, woven (Categories 50/51)	Doz.	4, 032, 023	71, 757, 917
Men's and boys' (subceiling) (Category 50)	Doz.	1, 666, 397	(29, 656, 861)
Women's, girls' and infants' (sub-ceiling) Category 51	Doz.	3, 373, 632	(60, 040, 533)

¹ TIAS 7897; 25 UST 1576.

2. Category 63 in Annex A to the agreement is amended to read as follows:

CATEGORY	DESCRIPTION	UNIT	CONVERSION FACTOR
			TO SQUARE YARDS
63	Wearing apparel, not knit, N.E.S.	LB.	4. 6
-(1)	Entireties, not knit	Doz.	25. 0
-(2)	Other coats, not knit, N.E.S.	Doz.	32. 5
-(3)	Other wearing apparel, not knit	LB.	4. 6

3. Paragraph 10 of the agreement is deleted. The first sentence of paragraph 11 is renumbered as paragraph 10; the remaining portion of paragraph 11 will constitute the entirety of paragraph 11.

If this proposal is acceptable to the Government of Hong Kong, this note and your note of acceptance on behalf of the Government of Hong Kong will constitute an agreement between our two Governments.

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

CHARLES T. CROSS

The Honorable D. H. JORDAN, C.M.G., M.B.E., J.P.

Director of Commerce and Industry

Commerce and Industry Department

Hong Kong

The Hong Kong Acting Director of Commerce and Industry to the American Consul-General

工商業管理處
香港消防大廈

本局編號 OUR REF.: CR/EIC 111/5/13II

來函編號 YOUR REF.:

電話 TEL.: 5-226363

電報掛號 TELEGRAMS: "CANDIHONG" HONG KONG

COMMERCE & INDUSTRY

DEPARTMENT

46 CONNAUGHT ROAD, C.

HONG KONG

22 DECEMBER, 1975.

SIR,

I have the honour to acknowledge receipt of your letter of 15 December 1975 containing a proposed amendment to the bilateral agreement of 25 July 1974, relating to trade in cotton, wool and man-made fibre textiles between the United States and Hong Kong, and hereby confirm that your proposed amendment is acceptable to the Government of Hong Kong.

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

LAWRENCE MILLS

(L.W.R. Mills)

Acting Director of Commerce & Industry

Mr. CHARLES T. CROSS

Consul-General

American Consulate General,

26 Garden Road,

Hong Kong.

INDIA

Trade in Cotton Textiles

*Agreement modifying the agreement of August 6, 1974.
Effectuated by exchange of notes
Signed at Washington January 20 and 22, 1976;
Entered into force January 22, 1976.*

The Acting Secretary of State to the Indian Ambassador

JANUARY 20, 1976

EXCELLENCY:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles done in Geneva on December 20, 1973 [¹] (the "Arrangement") and to the bilateral Cotton Textile Agreement of August 6, 1974, with Related Letter of January 30, 1974, [²] between our two Governments (together, the "Agreement").

I also have the honor to refer to recent discussions between representatives of our two Governments in Washington and, inasmuch as our two Governments do not have a common understanding on the interpretation of certain provisions of Article 12, paragraph 3 of the Arrangement, have the honor to propose the following provisions and amendments to the Agreement:

1. As provided in Article 12, paragraph 3 thereof, the Arrangement does not apply to handmade cottage industry products made of handloom fabrics of the cottage industry.

2. Additionally, products made of handloom fabrics of the cottage industry, when certified as such by the Government of India in accordance with administrative arrangements agreed to by the two Governments, shall not be subject to the Agreement.

3. However, exports from India to the United States of handloom apparel products described in paragraph 2 hereof shall be limited to 2.9 million dozen units during the year October 1, 1975, through September 30, 1976, and to 3.0 million dozen units during the year October 1, 1976, through September 30, 1977; provided, however, that during the year October 1, 1975, through September 30, 1976, the Government of India may authorize the export to the United

¹ TIAS 7840; 25 UST 1001.

² TIAS 7915; 25 UST 2383.

States of up to 1.6 million dozen units of such apparel allocated hereby to the year October 1, 1976, through September 30, 1977.

4. The Agreement is hereby amended to provide that Group I shall also include Categories 28-38 and 64 (made-up and miscellaneous cotton textile products). Categories 28-38 and 64 shall when taken together be subject to a specific limit of 10 million square yards equivalent (SYE) for the year October 1, 1975 through September 30, 1976. The specific limits for Categories 28/29, 31 and 34/35, as provided in paragraph 4 (a) of the Agreement, shall continue to apply, provided that the specific limit for Categories 28-38 and 64 when taken together as mentioned above shall not be exceeded.

5. The Agreement is hereby amended to provide that for the third and fourth years of the Agreement, the aggregate and group levels shall be as follows:

For the third agreement year, the aggregate limit shall be 138.182 million SYE and the Group I limit shall be 120 million SYE. Shipments under Group II during the third agreement year shall not exceed 20 million SYE, including swing, as defined in paragraphs 4 (b) and 5 of the Agreement.

For the fourth agreement year, the aggregate limit shall be 147.8547 million SYE, and the Group I limit shall be 128.4 million SYE. Shipments under Group II during the fourth agreement year shall not exceed 21.4 million SYE, including swing as defined in paragraphs 4 (b) and 5 of the Agreement.

6. The limits in the third year under the Agreement, determined in accordance with the Agreement as amended hereby, shall be increased 7 percent for the fourth agreement year pursuant to paragraph 8 of the Agreement.

7. Except as amended hereby, the Agreement shall remain in full force and effect; provided, however, that in the case of any conflict between the terms of the Agreement and the terms hereof, the terms hereof shall govern.

If this proposal is acceptable to the Government of India, this note and Your Excellency's note of acceptance on behalf of the Government of India shall constitute an agreement between our two Governments which, by paragraphs 4, 5, 6 and 7 hereof, amends the Agreement and which otherwise further regulates trade in cotton textiles between India and the United States of America, effective on the date of your note of acceptance.

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

For the Acting Secretary of State:

PAUL BOEKER

His Excellency

TRILOKI NATH KAUL,
Ambassador of India.

TIAS 8275

The Indian Ambassador to the Secretary of State

भारतीय राजदूतावास
वाशिंगटन, डी॰ सी॰
EMBASSY OF INDIA
WASHINGTON, D. C.

MCS/76/118

January 22, 1976

Excellency:

I have the honour to acknowledge receipt of your note of January 20, 1976 proposing certain provisions and amendments to the bilateral Cotton Textile Agreement of August 6, 1974, between our two Governments which reads as follows:

"Excellency:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles done in Geneva on December 20, 1973 (the "Arrangement") and to the bilateral Cotton Textile Agreement of August 6, 1974, with Related Letter of January 30, 1974, between our two Governments (together, the "Agreement").

I also have the honor to refer to recent discussions between representatives of our two Governments in Washington and inasmuch as our two Governments do not have a common understanding on the interpretation of certain provisions of Article 12, paragraph 3 of the Arrangement, have the honour to propose the following provisions and amendments to the Agreement:

1. As provided in Article 12, paragraph 3 thereof, the Arrangement does not apply to handmade cottage industry products made of handloom fabrics of the cottage industry.

2. Additionally, products made of handloom fabrics of the cottage industry, when certified as such by the Government of India in accordance with administrative arrangements agreed to by the two Governments, shall not be subject to the Agreement.

3. However, exports from India to the United States of handloom apparel products described in paragraph 2 hereof shall be limited to 2.9 million dozen units during the year October 1, 1975, through September 30, 1976, and to 3.0 million dozen units during the year October 1, 1976, through September 30, 1977; provided, however, that during the year October 1, 1975, through September 30, 1976, the Government of India may authorize the export to the United States of up to 1.6 million dozen units of such apparel allocated hereby to the year October 1, 1976, through September 30, 1977.

4. The Agreement is hereby amended to provide that Group I shall also include Categories 28-38 and 64 (made-up and miscellaneous cotton textile products). Categories 28-38 and 64 shall when taken together be subject to a specific limit of 10 million square yards equivalent (SYE)

for the year October 1, 1975 through September 30, 1976. The specific limits for Categories 28/29, 31 and 34/35, as provided in paragraph 4 (a) of the Agreement, shall continue to apply, provided that the specific limit for Categories 28-38 and 64 when taken together as mentioned above shall not be exceeded.

5. The Agreement is hereby amended to provide that for the third and fourth years of the Agreement, the aggregate and group levels shall be as follows:

For the third agreement year, the aggregate limit shall be 138.182 million SYE and the Group I limit shall be 120 million SYE. Shipments under Group II during the third agreement year shall not exceed 20 million SYE, including swing as defined in paragraphs 4 (b) and 5 of the Agreement.

For the fourth Agreement year, the aggregate limit shall be 147.8547 million SYE, and the Group I limit shall be 128.4 million SYE. Shipments under Group II during the Fourth agreement year shall not exceed 21.4 million SYE, including swing as defined in paragraphs 4 (b) and 5 of the agreement.

6. The limits in the third year under the Agreement, determined in accordance with the Agreement as amended hereby, shall be increased 7 percent for the fourth agreement year pursuant to paragraph 8 of the Agreement.

7. Except as amended hereby, the Agreement shall remain in full force and effect; provided, however, that in the case of any conflict between the terms of the Agreement and the terms hereof, the terms hereof shall govern.

If this proposal is acceptable to the Government of India, this note and Your Excellency's note of acceptance on behalf of the Government of India shall constitute an agreement between our two Governments which, by paragraphs 4, 5, 6 and 7 hereof, amends the Agreement and which otherwise further regulates trade in cotton textiles between India and the United States of America, effective on the date of your note of acceptance.

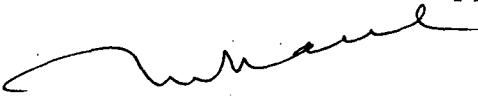
Accept, Excellency, the renewed assurances of my highest consideration.

For the Acting Secretary of State:"

I confirm on behalf of the Government of India that the proposal set forth in your note is acceptable to my Government and that your note and this note in reply shall constitute an agreement

between our two Governments.

Accept, Excellency, the renewed assurances of my
highest consideration

[¹]

Ambassador of India:

His Excellency

Dr. Henry A. Kissinger

Secretary of State

Government of the United

States of America.

¹ Triloki Nath Kaul.

UNION OF SOVIET SOCIALIST REPUBLICS

Limitation of Anti-Ballistic Missile Systems

Protocol to the treaty of May 26, 1972.

Signed at Moscow July 3, 1974;

Ratification advised by the Senate of the United States of America November 10, 1975;

Ratified by the President of the United States of America March 19, 1976;

Ratified by the Union of Soviet Socialist Republics March 30, 1976;

Ratifications exchanged at Washington May 24, 1976;

Proclaimed by the President of the United States of America July 6, 1976;

Entered into force May 24, 1976.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Protocol to the Treaty between the United States of America and the Union of Soviet Socialist Republics on the Limitation of Anti-Ballistic Missile Systems was signed at Moscow on July 3, 1974, the original of which Protocol is hereto annexed;

The Senate of the United States of America by its resolution of November 10, 1975, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Protocol;

The Protocol was ratified by the President of the United States of America on March 19, 1976, in pursuance of the advice and consent of the Senate, and has been duly ratified on the part of the Union of Soviet Socialist Republics;

The respective instruments of ratification were exchanged at Washington on May 24, 1976;

It is provided in Article IV of the Protocol that the Protocol shall enter into force on the day of the exchange of instruments of ratification and shall thereafter be considered an integral part of the Treaty;

Now, THEREFORE, I, Gerald R. Ford, President of the United States of America, proclaim and make public the Protocol, to the end that it

shall be observed and fulfilled with good faith on and after May 24, 1976, 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 July in the year of our Lord one thousand nine hundred seventy-six and of [SEAL] the Independence of the United States of America the two hundred first.

GERALD R. FORD

By the President:

HENRY A. KISSINGER
Secretary of State

PROTOCOL
TO THE TREATY BETWEEN THE UNITED STATES OF AMERICA AND
THE UNION OF SOVIET SOCIALIST REPUBLICS
ON THE LIMITATION OF ANTI-BALLISTIC MISSILE SYSTEMS

The United States of America and the Union of Soviet Socialist Republics, hereinafter referred to as the Parties,

Proceeding from the Basic Principles of Relations between the United States of America and the Union of Soviet Socialist Republics signed on May 29, 1972,[¹]

Desiring to further the objectives of the Treaty between the United States of America and the Union of Soviet Socialist Republics on the Limitation of Anti-Ballistic Missile Systems signed on May 26, 1972,[²] hereinafter referred to as the Treaty,

Reaffirming their conviction that the adoption of further measures for the limitation of strategic arms would contribute to strengthening international peace and security,

Proceeding from the premise that further limitation of anti-ballistic missile systems will create more favorable conditions for the completion of work on a permanent agreement on more complete measures for the limitation of strategic offensive arms,

Have agreed as follows:

¹ Department of State Bulletin, June 26, 1972, p. 898.

² TIAS 7503; 23 UST 3435.

ARTICLE I

1. Each Party shall be limited at any one time to a single area out of the two provided in Article III of the Treaty for deployment of anti-ballistic missile (ABM) systems or their components and accordingly shall not exercise its right to deploy an ABM system or its components in the second of the two ABM system deployment areas permitted by Article III of the Treaty, except as an exchange of one permitted area for the other in accordance with Article II of this Protocol.

2. Accordingly, except as permitted by Article II of this Protocol: the United States of America shall not deploy an ABM system or its components in the area centered on its capital, as permitted by Article III (a) of the Treaty, and the Soviet Union shall not deploy an ABM system or its components in the deployment area of intercontinental ballistic missile (ICBM) silo launchers as permitted by Article III (b) of the Treaty.

ARTICLE II

1. Each Party shall have the right to dismantle or destroy its ABM system and the components thereof in the area where they are presently deployed and to deploy an ABM system or its components in the alternative area permitted by Article III of the Treaty, provided that prior to initiation of construction, notification is given in accord with the procedure agreed to in the Standing Consultative Commission, during the year beginning October 3, 1977 and ending October 2, 1978, or during any year which commences at five year intervals thereafter, those being the years for periodic review of the Treaty, as provided in Article XIV of the Treaty. This right may be exercised only once.

2. Accordingly, in the event of such notice, the United States would have the right to dismantle or destroy the ABM system and its components in the deployment area of ICBM silo launchers and to deploy an ABM system or its components in an area centered on its capital, as permitted by Article III (a) of the Treaty, and the Soviet Union would have the right to dismantle or destroy the ABM system and its components in the area centered on its capital and to deploy an ABM system or its components in an area containing ICBM silo launchers, as permitted by Article III (b) of the Treaty.

3. Dismantling or destruction and deployment of ABM systems or their components and the notification thereof shall be carried out in accordance with Article VIII of the ABM Treaty and procedures agreed to in the Standing Consultative Commission.

ARTICLE III

The rights and obligations established by the Treaty remain in force and shall be complied with by the Parties except to the extent modified by this Protocol. In particular, the deployment of an ABM system or its components within the area selected shall remain limited by the levels and other requirements established by the Treaty.

ARTICLE IV

This Protocol shall be subject to ratification in accordance with the constitutional procedures of each Party. It shall enter into force on the day of the exchange of instruments of ratification^[1] and shall thereafter be considered an integral part of the Treaty.

^[1] May 24, 1976.

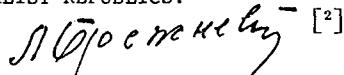
DONE at Moscow on July 3, 1974, in duplicate, in the English and Russian languages, both texts being equally authentic.

FOR THE UNITED STATES
OF AMERICA:

A handwritten signature in black ink, appearing to read "Richard Nixon".

President of the
United States of America

FOR THE UNION OF SOVIET
SOCIALIST REPUBLICS:

A handwritten signature in black ink, appearing to read "Leonid Brezhnev".

General Secretary of the Central
Committee of the CPSU

¹ Richard Nixon

² L. I. Brezhnev

ПРОТОКОЛ

к Договору между Соединенными Штатами Америки и Союзом Советских Социалистических Республик об ограничении систем противоракетной обороны

Соединенные Штаты Америки и Союз Советских Социалистических Республик, ниже именуемые Сторонами,

исходя из Основ взаимоотношений между Соединенными Штатами Америки и Союзом Советских Социалистических Республик, подписанных 29 мая 1972 года,

желая содействовать целям Договора между Соединенными Штатами Америки и Союзом Советских Социалистических Республик об ограничении систем противоракетной обороны, подписанного 26 мая 1972 года, ниже именуемого Договором,

подтверждая свою убежденность в том, что принятие дальнейших мер по ограничению стратегических вооружений способствовало бы укреплению международного мира и безопасности,

исходя из того, что дальнейшее ограничение систем противоракетной обороны создаст более благоприятные условия для завершения разработки постоянного соглашения о более полных мерах по ограничению стратегических наступательных вооружений,

договорились о нижеследующем:

Статья I

I. Каждая из Сторон в каждый данный момент будет ограничена одним из двух предусмотренных Статьей Ш Договора районов размещения систем противоракетной обороны (ПРО) или их компонентов и, соответственно, не будет использовать своего права развернуть

систему ПРО или ее компоненты во втором из двух районов размещения системы ПРО, разрешенных Статьей Ш Договора, за исключением случая замены одного разрешенного района на другой в соответствии со Статьей II настоящего Протокола.

2. Соответственно, за исключением того, что разрешается Статьей II настоящего Протокола: Соединенные Штаты Америки не будут развертывать систему ПРО или ее компоненты в районе с центром, находящимся в их столице, как это разрешено Статьей III (а) Договора, а Советский Союз не будет развертывать систему ПРО или ее компоненты в районе размещения шахтных пусковых установок межконтинентальных баллистических ракет (МБР), как это разрешено Статьей III (б) Договора.

Статья II

I. Каждая из Сторон будет иметь право демонтировать или уничтожить свою систему ПРО и ее компоненты в районе, где они в настоящее время развернуты, и развернуть систему ПРО или ее компоненты в другом районе, разрешенном Статьей Ш Договора, при условии, что до начала строительства будет сделано уведомление в соответствии с процедурой, согласованной в Постоянной консультативной комиссии, в течение года, начинаящегося 3 октября 1977 года и кончаящегося 2 октября 1978 года, или в течение любого года, который начинается через последующие пятилетние интервалы, причем это должны быть годы периодического рассмотрения Договора, предусмотренного в Статье XIV Договора. Это право может быть использовано только один раз.

2. Соответственно, в случае подобного уведомления Соединенные Штаты Америки имели бы право демонтировать или уничтожить систему ПРО и ее компоненты в районе расположения шахтных пусковых установок МБР и развернуть систему ПРО или ее компоненты в районе с центром, находящимся в их столице, как это разрешается Статьей III (а) Договора, а Советский Союз имел бы право демонтировать или уничтожить систему ПРО и ее компоненты в районе с центром, находящимся в его столице, и развернуть систему ПРО или ее компоненты в районе расположения шахтных пусковых установок МБР, как это разрешается Статьей III (б) Договора.

3. Демонтаж или уничтожение и развертывание систем ПРО или их компонентов и уведомление об этом должны осуществляться в соответствии со Статьей VIII Договора по ПРО и процедурами, согласованными в Постоянной консультативной комиссии.

Статья III

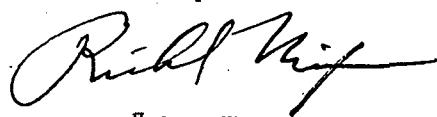
Права и обязательства, установленные Договором, остаются в силе и должны выполняться Сторонами, за исключением того, что изменено настоящим Протоколом. В частности, развертывание системы ПРО или ее компонентов внутри выбранного района должно оставаться ограниченным теми уровнями и другими требованиями, которые установлены Договором.

Статья IV

Настоящий Протокол подлежит ратификации в соответствии с конституционными процедурами каждой из Сторон. Он вступает в силу в день обмена ратификационными грамотами и после этого будет рассматриваться как неотъемлемая часть Договора.

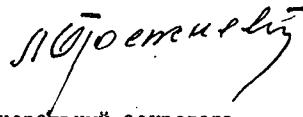
Совершено 3 июля 1974 года в городе Москве в двух экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

За Соединенные Штаты
Америки



Президент
Соединенных Штатов Америки

За Союз Советских
Социалистических Республик



Генеральный секретарь
ЦК КПСС

MULTILATERAL International Coffee Agreement

Protocol for the continuation in force of the agreement of March 18, 1968, as amended and extended.

Approved by the International Coffee Council at London September 26, 1974;

Notification of acceptance by the United States of America subject to its appropriate constitutional procedures given to the Secretary-General of the United Nations September 30, 1975;

Ratification advised by the Senate of the United States of America October 28, 1975;

Accepted by the President of the United States of America December 8, 1975;

Acceptance of the United States of America deposited with the Secretary-General of the United Nations January 7, 1976;

Proclaimed by the President of the United States of America June 2, 1976;

Entered into force October 1, 1975.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Protocol for the Continuation in Force of the International Coffee Agreement of 1968, as Extended, adopted by the International Coffee Council in its Resolution Number 273 of September 26, 1974, a certified copy of which Protocol, in the English, French, Portuguese and Spanish languages, is hereto annexed;

In accordance with the Resolution adopted September 26, 1974, by the International Coffee Council, notification that the United States of America accepted the Protocol subject to its appropriate constitutional procedures, was given on September 30, 1975, to the Secretary-General of the United Nations;

The Senate of the United States of America by its resolution of October 28, 1975, two-thirds of the Senators present concurring therein, gave its advice and consent to the Protocol;

The Protocol was duly accepted by the President of the United States of America on December 8, 1975, in pursuance of the advice and consent of the Senate;

Confirmation of compliance with appropriate constitutional procedures was effected by the deposit of a notice of acceptance of the United States of America with the Secretary-General of the United Nations on January 7, 1976;

The Secretary-General of the United Nations notified the United States of America on September 30, 1975, that in accordance with the Resolution of the International Coffee Council, the Protocol entered into force on October 1, 1975.

Now, THEREFORE, I, Gerald R. Ford, President of the United States of America, proclaim and make public the Protocol for the Continuation in Force of the International Coffee Agreement of 1968, as Extended, adopted by the International Coffee Council in its Resolution Number 273 of September 26, 1974, to the end that it shall be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

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

GERALD R. FORD

By the President:

HENRY A. KISSINGER
Secretary of State

PROTOCOL FOR THE CONTINUATION IN FORCE OF THE
INTERNATIONAL COFFEE AGREEMENT 1968 AS EXTENDED

The Governments Party to this Protocol,

CONSIDERING that the International Coffee Agreement 1968 as Extended¹ is due to expire, under the provisions of paragraph (1) of Article 69 thereof, on 30 September 1975;

CONSIDERING that the time required both to negotiate a new Agreement with economic provisions and to carry out the constitutional procedures for approval, ratification or acceptance will not permit such an Agreement to enter into force on 1 October 1975; and

CONSIDERING that in order to allow adequate time for the negotiation of a new Agreement and the completion of the necessary constitutional procedures, the International Coffee Agreement 1968 as Extended should continue in force beyond 30 September 1975,

HAVE AGREED as follows:

¹ TIAS 6584, 7809; 19 UST 6333; 25 UST 379. [Footnote added by the Department of State.]

ARTICLE 1

The International Coffee Agreement 1968 as Extended (hereinafter referred to as "the Agreement") shall continue in force between the Parties to this Protocol until 30 September 1976. Should a new International Coffee Agreement enter into force before that date, this Protocol shall cease to have effect on the date of the entry into force of the new International Coffee Agreement. If by 30 September 1976 a new Agreement has been negotiated and has received a sufficient number of signatures to enable it to enter into force after approval, ratification or acceptance in conformity with the relevant provisions but has not entered into force either provisionally or definitively, the present instrument shall continue in force until the entry into force of the new Agreement, provided that the period of such extension shall not exceed twelve months.

ARTICLE 2

(1) Governments may become Party to this Protocol:

- (a) by signing it;
- (b) by approving, ratifying or accepting it, after having signed it subject to approval, ratification or acceptance; or
- (c) by acceding to it in accordance with the provisions of Article 6 of this Protocol.

(2) On signing this Protocol, each signatory Government shall state formally whether, in conformity with its constitutional procedure, its signature is or is not subject to approval, ratification or acceptance.

ARTICLE 3

This Protocol shall remain open at the headquarters of the United Nations from 1 November 1974 until and including 31 March 1975 for signature by any Government which on the date of signature is a Party to the Agreement.

ARTICLE 4

In cases in which approval, ratification or acceptance is required, the appropriate instruments shall be deposited with the Secretary-General of the United Nations not later than 30 September 1975.

ARTICLE 5

(1) This Protocol shall enter into force definitively on 1 October 1975 among those Governments which have signed this Protocol or, should their constitutional procedures so require, which have deposited instruments of approval, ratification or acceptance if, on that date, such Governments represent at least twenty exporting Members holding a majority of the votes of the exporting Members and at least ten importing Members holding a majority of the votes of the importing Members. The votes for this purpose shall be as distributed in the Annex to this Protocol. Alternatively, it shall enter into force definitively at any time after it is provisionally in force and the requirements of this paragraph are satisfied. This Protocol shall enter into force definitively for any Government which deposits an instrument of approval, ratification, acceptance or accession subsequent to the definitive entry into force of the Agreement for other Governments, on the date of such deposit.

(2) This Protocol may enter into force provisionally on 1 October 1975. For this purpose a notification by a signatory Government containing an undertaking to apply this Protocol provisionally and to seek approval, ratification or acceptance of this Protocol in accordance with its constitutional procedures as rapidly as possible, which is received by the Secretary-General of the United Nations not later than 30 September 1975, shall be regarded as equal in effect to an instrument of approval, ratification or acceptance. A Government which undertakes to apply this Protocol provisionally pending the deposit of an instrument of approval, ratification or acceptance shall be regarded as a provisional Party thereto until it deposits its instrument of approval, ratification or acceptance, or up to and including 31 December 1975, whichever is the earlier. For any Government which is applying this Protocol provisionally the Council may grant an extension of the time within which such Government may deposit its instrument of approval, ratification or acceptance.

(3) If this Protocol has not entered into force definitively or provisionally on 1 October 1975 those Governments which have signed it or deposited instruments of approval, ratification or acceptance or notifications containing an undertaking to apply this Protocol provisionally and to seek approval, ratification or acceptance, may immediately after that date consult together to consider what action the situation requires and may, by mutual consent, decide that it shall enter into force among themselves. Similarly, if this Protocol has entered into force provisionally but has not entered into force definitively by 31 December 1975, those Governments which have deposited instruments of approval, ratification or acceptance may consult together to consider what action the situation requires and may, by mutual consent, decide that it shall continue in force provisionally or enter into force definitively among themselves.

ARTICLE 6

(1) The Government of any State member of the United Nations or any of its specialized agencies may accede to this Protocol upon conditions which shall be established by the Council.

(2) Such Government depositing an instrument of accession shall, at the time of such deposit, indicate whether it is joining the Organization as an exporting Member or an importing Member, as defined in paragraphs (7) and (8) of Article 2 of the Agreement.

(3) Instruments of accession shall be deposited with the Secretary-General of the United Nations. The accession will take effect upon deposit of the instrument.

ARTICLE 7

Any Government which becomes a Party to this Protocol may make the notifications in respect of Group Membership or Dependent Territories referred to in Articles 5 and 65 of the Agreement subject to the provisions thereof.

ARTICLE 8

The Agreement and this Protocol shall be regarded as one single instrument and shall be known as the International Coffee Agreement 1968 as Extended by Protocol.

IN WITNESS WHEREOF, the undersigned, having been duly authorized to this effect by their respective Governments, have signed this Protocol on the dates appearing opposite their signatures.

The texts of the present Protocol in the English, French, Portuguese and Spanish languages shall all be equally authentic. The originals shall be deposited with the Secretary-General of the United Nations who shall transmit certified copies thereof to each signatory and acceding Party to this Protocol.

The text of this Protocol was approved by Resolution number 273 of the International Coffee Council on 26 September 1974.

Done at

on

197

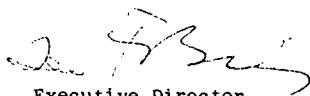
ANNEX

DISTRIBUTION OF VOTES

Member	Exporting	Importing
Australia	4	-
Belgium*	-	31
Bolivia	4	-
Brazil	329	-
Burundi	8	-
Canada	-	35
Colombia	112	-
Costa Rica	21	-
Cyprus	-	5
Czechoslovakia	-	10
Denmark	-	25
Dominican Republic	12	-
Ecuador	16	-
El Salvador	34	-
Ethiopia	27	-
Federal Republic of Germany	-	116
Finland	-	20
France	-	92
Ghana	4	-
Guatemala	32	-
Guinea	6	-
Haiti	12	-
Honduras	11	-
India	11	-
Indonesia	25	-
Jamaica	4	-
Japan	-	39
Kenya	17	-
Liberia	4	-
Mexico	31	-
Netherlands	-	50
New Zealand	-	7
Nicaragua	13	-
Nigeria	4	-
Norway	-	17
OAMCAF	87	-
OAMCAF	(4)	-
Cameroon	(15)	-
Central African Republic	(3)	-
Congo	(1)	-
Dahomey	(1)	-
Gabon	(1)	-
Ivory Coast	(45)	-
Madagascar	(14)	-
Togo	(3)	-
Panama	4	-
Paraguay	4	-
Peru	16	-
Portugal	47	-
Rwanda	6	-
Sierra Leone	6	-
Spain	-	29
Sweden	-	40
Switzerland	-	27
Tanzania	15	-
Trinidad and Tobago	4	-
Uganda	41	-
United Kingdom	-	57
United States of America	-	400
Venezuela	9	-
Zaire	20	-
TOTAL	1,000	1,000

* Including Luxembourg

CERTIFIED A TRUE AND COMPLETE COPY of the English text
of the Protocol for the continuation in force of the
International Coffee Agreement 1968 as Extended, as
approved by Resolution number 273 of the International
Coffee Council at its Twenty-fifth Session on 26 September
1974 and as conveyed to the Secretary-General of the
United Nations.


Executive Director
International Coffee Organization

London 26 October 1974

[SEAL]

PROTOCOLE POUR LE MAINTIEN EN VIGUEUR
DE L'ACCORD INTERNATIONAL DE 1968
SUR LE CAFE TEL QUE PROROGÉ

Les Gouvernements Parties au présent Protocole,

CONSIDERANT que l'Accord international de 1968 sur le Café tel que prorogé arrive à expiration, aux termes du paragraphe 1 de l'Article 69 dudit Accord, le 30 septembre 1975;

CONSIDERANT que les délais nécessaires pour négocier un nouvel Accord avec des dispositions économiques et pour accomplir les procédures constitutionnelles relatives à son approbation, sa ratification ou son acceptation ne permettront pas à un tel Accord d'entrer en vigueur le 1 octobre 1975;

CONSIDERANT que pour laisser le temps nécessaire à la négociation d'un nouvel Accord et à l'accomplissement des procédures constitutionnelles requises, l'Accord international de 1968 sur le Café tel que prorogé devrait rester en vigueur au-delà du 30 septembre 1975,

SONT CONVENUS DE CE QUI SUIT :

ARTICLE PREMIER

L'Accord international de 1968 sur le Café tel que prorogé (ci-après dénommé "l'Accord") reste en vigueur entre les Parties au présent Protocole jusqu'au 30 septembre 1976. Si un nouvel Accord international entrait en vigueur avant cette date, le présent Protocole cesserait d'avoir effet à la date d'entrée en vigueur du nouvel Accord international sur le Café. Si, au 30 septembre 1976, un nouvel Accord a été négocié et a reçu un nombre suffisant de signatures pour lui permettre d'entrer en vigueur après son approbation, sa ratification ou son acceptation conformément aux dispositions pertinentes mais s'il n'est pas entré en vigueur provisoirement ou définitivement, le présent instrument sera maintenu jusqu'à l'entrée en vigueur du nouvel Accord, à condition que la période de prorogation ne dépasse pas douze mois.

ARTICLE 2

1) Les Gouvernements peuvent devenir Parties au présent Protocole :

- a) En le signant;
- b) En l'approuvant, en le ratifiant ou en l'acceptant, après l'avoir signé sous réserve de son approbation, ratification ou acceptation; ou
- c) En y adhérant, conformément aux dispositions de l'Article 6 du présent Protocole.

2) En signant ce Protocole, chaque Gouvernement signataire ou adhérent indiquera formellement si, conformément à sa procédure constitutionnelle, sa signature est soumise à l'approbation, la ratification ou l'acceptation, ou si elle n'y est pas soumise.

ARTICLE 3

Le présent Protocole sera, du 1 novembre 1974 jusqu'au 31 mars 1975 inclusivement, ouvert, au siège des Nations Unies, à la signature de tout Gouvernement Partie à l'Accord à la date de la signature.

ARTICLE 4

Dans les cas où l'approbation, la ratification ou l'acceptation est exigée, les instruments appropriés seront déposés auprès du Secrétaire général des Nations Unies, au plus tard le 30 septembre 1975.

ARTICLE 5

1) Le présent Protocole entrera en vigueur définitivement le 1 octobre 1975 entre les Gouvernements qui l'ont signé ou, si leur procédure constitutionnelle l'exige, qui ont déposé des instruments d'approbation, de ratification ou d'acceptation si, à cette date, ces Gouvernements représentent au moins vingt Membres exportateurs détenant la majorité des voix des Membres exportateurs, et au moins dix Membres importateurs détenant la majorité des voix des Membres importateurs. Les voix à cette fin seront réparties selon qu'il est indiqué à l'Annexe au présent Protocole. Ou bien, le Protocole entrera en vigueur définitivement à n'importe quel moment après qu'il est entré provisoirement en vigueur et que sont remplies les conditions du présent paragraphe. Pour tout Gouvernement qui a déposé un instrument d'approbation, de ratification, d'acceptation ou d'adhésion ultérieurement à l'entrée en vigueur définitive de l'Accord pour d'autres Gouvernements, le présent Protocole entrera en vigueur définitivement à la date du dépôt de cet instrument.

2) Le présent Protocole pourra entrer provisoirement en vigueur le 1 octobre 1975. A cette fin, si un Gouvernement signataire notifie au Secrétaire général des Nations Unies qui recevra la notification au plus tard le 30 septembre 1975, qu'il s'engage à appliquer provisoirement le présent Protocole et à chercher à obtenir, aussi vite que le permet sa procédure constitutionnelle, l'approbation, la ratification ou l'acceptation du présent Protocole, cette notification est considérée comme de même effet qu'un instrument d'approbation, de ratification ou d'acceptation. Un Gouvernement qui s'engage à appliquer provisoirement les dispositions du présent Protocole en attendant le dépôt d'un instrument d'approbation, de ratification ou d'acceptation sera provisoirement considéré comme Partie au Protocole jusqu'à celle des deux dates qui sera la plus proche : celle du dépôt de son instrument d'approbation, de ratification ou d'acceptation, ou le 31 décembre 1975 inclusivement. A tout gouvernement qui applique provisoirement le présent Protocole, le Conseil pourra accorder une prorogation du délai pendant lequel il peut déposer son instrument d'approbation, de ratification ou d'acceptation.

3) Si le Protocole n'est pas entré en vigueur définitivement ou provisoirement le 1 octobre 1975, les Gouvernements qui l'auront signé ou qui auront déposé leur instrument d'approbation, de ratification ou d'acceptation ou qui auront notifié l'engagement d'appliquer ce Protocole provisoirement et de chercher à obtenir son approbation, sa ratification ou son acceptation pourront, immédiatement après cette date, se consulter pour envisager les mesures à prendre et pourront, d'un commun accord, décider que l'Accord entrera en vigueur entre eux. De même, si le Protocole est entré en vigueur provisoirement mais n'est pas entré en vigueur définitivement le 31 décembre 1975, les Gouvernements qui ont déposé leurs instruments d'approbation, de ratification ou d'acceptation pourront se consulter pour envisager les mesures à prendre et pourront, d'un commun accord, décider que l'Accord continue d'être en vigueur provisoirement ou qu'il entrera en vigueur définitivement entre eux.

ARTICLE 6

1) Le Gouvernement de tout Etat Membre des Nations Unies ou d'une de leurs institutions spécialisées peut adhérer au présent Protocole à des conditions à fixer par le Conseil.

2) Chaque Gouvernement qui dépose un instrument d'adhésion indique, au moment du dépôt, s'il entre dans l'Organisation comme Membre exportateur ou comme Membre importateur selon les définitions données aux paragraphes 7) et 8) de l'Article 2 de l'Accord.

3) Les instruments d'adhésion seront déposés auprès du Secrétaire général des Nations Unies. L'adhésion prendra effet dès le dépôt de l'instrument.

ARTICLE 7

Tout Gouvernement qui devient Partie au présent Protocole peut faire les notifications relatives à la participation en groupe ou aux territoires dépendants mentionnées aux Articles 5 et 65 de l'Accord sous réserve que soient observées les dispositions desdits Articles.

ARTICLE 8

L'Accord et le présent Protocole seront considérés comme un seul instrument qui sera dénommé l'Accord international de 1968 sur le Café tel que prorogé par un Protocole.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet par leur gouvernement, ont signé le présent Protocole aux dates qui figurent en regard de leur signature.

Les textes du présent Protocole en anglais, français, espagnol et portugais font tous également foi. Les originaux sont déposés auprès du Secrétaire général des Nations Unies qui en adresse copie certifiée conforme à chaque gouvernement signataire ou adhérent.

Le texte du présent Protocole a été approuvé par le Conseil international du Café dans la Résolution numéro 273 le 26 septembre 1974.

Fait à le 1974.

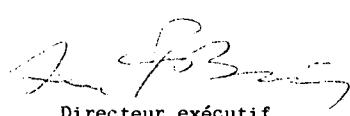
ANNEXE

REPARTITION DES VOIX

Pays	Exportateurs	Importateurs
Australie	4	-
Belgique*	-	31
Bolivie	4	-
Brésil	329	-
Burundi	8	-
Canada	-	35
Cypre	-	5
Colombie	112	-
Costa Rica	21	-
Danemark	-	25
El Salvador	34	-
Equateur	16	-
Espagne	-	29
Etats-Unis d'Amérique	-	400
Ethiopie	27	-
Finlande	-	20
France	-	92
Ghana	4	-
Guatemala	32	-
Guinée	6	-
Haïti	12	-
Honduras	11	-
Inde	11	-
Indonésie	25	-
Jamaïque	4	-
Japon	-	39
Kenya	17	-
Libéria	4	-
Mexique	31	-
Nicaragua	13	-
Nigéria	4	-
Norvège	-	17
Nouvelle-Zélande	-	7
OAMCAF	87	-
OAMCAF	(4)	-
Cameroun	(15)	-
Congo (République populaire)	(1)	-
Côte d'Ivoire	(45)	-
Dahomey	(1)	-
Gabon	(1)	-
Madagascar	(14)	-
République centrafricaine	(3)	-
Togo	(3)	-
Ouganda	(41)	-
Panama	4	-
Paraguay	4	-
Pays-Bas	-	50
Pérou	16	-
Portugal	47	-
République fédérale d'Allemagne	-	116
République Dominicaine	12	-
Royaume-Uni	-	57
Rwanda	6	-
Sierra Leone	6	-
Suède	-	40
Suisse	-	27
Tanzanie	15	-
Tchécoslovaquie	-	10
Trinité et Tobago	4	-
Venezuela	9	-
Zaïre	20	-
TOTAL	1 000	1 000

* Y compris le Luxembourg

COPIE CERTIFIEE COMPLETE ET CONFORME du texte français
du Protocole pour le maintien en vigueur de l'Accord
international de 1968 sur le Café tel que prorogé, qui
a été approuvé par le Conseil international du Café
dans la Résolution numéro 273 à sa vingt-cinquième session,
le 26 septembre 1974, et transmis au Secrétaire général
des Nations Unies.



L. P. B. S.
Directeur exécutif
Organisation internationale du Café

Londres

Le 17 octobre 1974

[SEAL]

PROTOCOLO PARA A CONTINUAÇÃO EM VIGOR DO
CONVENIO INTERNACIONAL DO CAFÉ DE 1968 PRORROGADO

Os Governos que são Parte do presente Protocolo,

CONSIDERANDO que o Convênio Internacional do Café de 1968 Prorrogado deve expirar, segundo os termos do parágrafo 1º de seu Artigo 69, em 30 de setembro de 1975,

CONSIDERANDO que o tempo necessário para negociar um novo Convênio com disposições de caráter econômico e para completar os procedimentos constitucionais de aprovação, ratificação ou aceitação não permitirá a entrada em vigor desse Convênio em 1º de outubro de 1975; e

CONSIDERANDO que, a fim de dispor de tempo suficiente para proceder à negociação de um novo Convênio e para completar os necessários procedimentos constitucionais, deverá o Convênio Internacional do Café de 1968 Prorrogado continuar em vigor para além de 30 de setembro de 1975,

CONVIERAM NO SEGUINTE:

ARTIGO 1º

O Convênio Internacional do Café de 1968 Prorrogado (a seguir designado "o Convênio") continuará em vigor entre as Partes do presente Protocolo até 30 de setembro de 1976. Se antes dessa data entrar em vigor um novo Convênio Internacional do Café, deixará o presente Protocolo de ter efeito na data de entrada em vigor do novo Convênio Internacional do Café. Se, até 30 de setembro de 1976, um novo Convênio tiver sido negociado e tiver recebido um número de assinaturas suficiente para permitir a sua entrada em vigor após aprovação, ratificação ou aceitação, de acordo com as disposições pertinentes, mas não tiver entrado em vigor, provisória ou definitivamente, continuará vigorando o presente instrumento até entrar em vigor o novo Convênio, desde que esse período de prorrogação não seja superior a doze meses.

ARTIGO 2º

- 1º Os Governos podem tornar-se Parte do presente Protocolo mediante:
 - a) assinatura;
 - b) aprovação, ratificação ou aceitação, depois de assinatura sob condição de posterior aprovação, ratificação ou aceitação; ou
 - c) adesão, nos termos do Artigo 6º do presente Protocolo.
- 2º Ao assinar o presente Protocolo, todo Governo signatário deve declarar formalmente se, de acordo com os seus respectivos procedimentos constitucionais, fica a assinatura subordinada ou não a posterior aprovação, ratificação ou aceitação.

ARTIGO 3º

O presente Protocolo fica aberto, na sede das Nações Unidas, desde 1º de novembro de 1974 até 31 de março de 1975, inclusive, à assinatura de todo Governo que, na data de assinatura, seja Parte do Convênio.

ARTIGO 4º

Nos casos que exigirem aprovação, ratificação ou aceitação, devem os instrumentos apropriados ser depositados com o Secretário-Geral das Nações Unidas até, o mais tardar, 30 de setembro de 1975.

ARTIGO 5º

19 O presente Protocolo entra definitivamente em vigor em 19 de outubro de 1975 entre os Governos que o tiverem assinado ou, caso os seus respectivos procedimentos constitucionais assim o exigirem, que tiverem depositado instrumentos de aprovação, ratificação ou aceitação, desde que, nessa data, tais Governos representem, pelo menos, vinte Membros Exportadores com a maioria dos votos dos Membros Exportadores e, pelo menos, dez Membros Importadores com a maioria dos votos dos Membros Importadores. A distribuição dos votos para esse fim é a que consta do Anexo ao presente Protocolo. Alternativamente, desde que satisfeitas as exigências deste parágrafo, o Protocolo entra definitivamente em vigor em qualquer data depois de vigorar provisoriamente. No caso de Governos que depositem seu respectivo instrumento de aprovação, ratificação, aceitação ou adesão posteriormente à entrada definitiva em vigor do Convênio entre outros Governos, o presente Protocolo entra definitivamente em vigor na data desse depósito.

20 O presente Protocolo pode entrar provisoriamente em vigor em 19 de outubro de 1975. Para tal fim, considera-se como tendo efeito idêntico ao de um instrumento de aprovação, ratificação ou aceitação, uma notificação recebida pelo Secretário-Geral das Nações Unidas até, o mais tardar, 30 de setembro de 1975, firmada por um Governo signatário assumindo o compromisso de aplicar provisoriamente o presente Protocolo e de procurar, com a maior brevidade possível, obter a sua aprovação, ratificação ou aceitação, de conformidade com os seus respectivos procedimentos constitucionais. O Governo que se comprometer a aplicar provisoriamente o presente Protocolo, enquanto não efetuar o depósito do instrumento de aprovação, ratificação ou aceitação, será provisoriamente considerado Parte do Protocolo até 31 de dezembro de 1975, inclusive, a menos que, antes dessa data, deposite o competente instrumento de aprovação, ratificação ou aceitação. A qualquer Governo que esteja aplicando provisoriamente o presente Protocolo poderá ser concedida pelo Conselho uma prorrogação do prazo para o depósito de seu respectivo instrumento de aprovação, ratificação ou aceitação.

3º Se, em 1º de outubro de 1975, o presente Protocolo não tiver entrado em vigor, definitiva ou provisoriamente, os Governos que o tiverem assinado ou tiverem feito o depósito dos instrumentos de aprovação, ratificação ou aceitação, ou que tiverem enviado notificações em que se comprometem a aplicar provisoriamente o presente Protocolo e a procurar obter a sua aprovação, ratificação ou aceitação, podem, imediatamente após aquela data, proceder a consultas a fim de examinar as medidas exigidas pela situação e decidir, por acordo mútuo, que o Protocolo passa a vigorar entre eles. De igual modo, caso o Protocolo tenha entrado em vigor provisoriamente, mas não tenha entrado definitivamente em vigor em 31 de dezembro de 1975, os Governos que tiverem feito o depósito de seus instrumentos de aprovação, ratificação ou aceitação podem proceder a consultas a fim de examinar as medidas exigidas pela situação e decidir, por acordo mútuo, que, entre eles, o Protocolo continua a vigorar provisoriamente ou passa a vigorar definitivamente.

ARTIGO 6º

1º Observadas as condições a serem estabelecidas pelo Conselho, o Governo de qualquer Estado membro das Nações Unidas ou de qualquer de suas agências especializadas pode aderir ao presente Protocolo.

2º O Governo que depositar um instrumento de adesão deve, ao fazer o depósito, indicar se adere à Organização como Membro Exportador ou como Membro Importador, de acordo com as definições dos parágrafos 7º e 8º do Artigo 2º do Convênio.

3º Os instrumentos de adesão devem ser depositados com o Secretário-Geral das Nações Unidas. A adesão considera-se efetiva a partir do momento de depósito do respectivo instrumento.

ARTIGO 7º

Todo Governo que seja Parte do presente Protocolo pode fazer as notificações relativas a participação em grupo e a território dependentes previstas nos Artigos 5º e 6º do Convênio, respeitadas as disposições desses Artigos.

ARTIGO 8º

O Convênio e o presente Protocolo passam a constituir um instrumento único, conhecido como o Convênio Internacional do Café de 1968 Prorrogado por Protocolo.

EM FÉ DO QUE os abaixo assinados, devidamente autorizados por seus respectivos Governos, firmaram o presente Protocolo nas datas que aparecem ao lado de suas assinaturas.

Os textos do presente Protocolo em espanhol, francês, inglês e português são igualmente autênticos. Os originais ficarão depositados com o Secretário-Geral das Nações Unidas, que transmitirá cópias autenticadas dos mesmos a todas as Partes signatárias do Protocolo ou que a ele venham a aderir.

O texto do presente Protocolo foi aprovado pelo Conselho International do Café, mediante sua Resolução Número 273, em 26 de setembro de 1974.

Feito em , aos de de 197 .

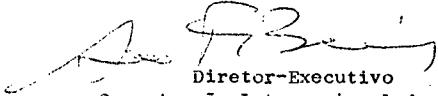
ANEXO

DISTRIBUIÇÃO DE VOTOS

Pais	Exportador	Importador
Austrália	4	-
Bélgica*	-	31
Bolívia	4	-
Brasil	329	-
Burundi	8	-
Canadá	-	35
Chipre	-	5
Colômbia	112	-
Costa Rica	21	-
Dinamarca	-	25
Equador	16	-
El Salvador	34	-
Espanha	-	29
Estados Unidos da América	-	400
Etiópia	27	-
Finlândia	-	20
França	-	92
Gana	4	-
Guatemala	32	-
Guiné	6	-
Haiti	12	-
Honduras	11	-
Índia	11	-
Indonésia	25	-
Jamaica	4	-
Japão	-	39
Libéria	4	-
México	31	-
Nicarágua	13	-
Nigéria	4	-
Noruega	-	17
Nova Zelândia	-	7
OAMCAF	87	-
OAMCAF	(4)	-
Camarões	(15)	-
Congo	(1)	-
Costa do Marfim	(45)	-
Damé	(1)	-
Gabão	(1)	-
República Centro-Africana	(3)	-
República Malgaxe	(14)	-
Togo	(3)	-
Países Baixos	-	50
Panamá	4	-
Paraguai	4	-
Peru	16	-
Portugal	47	-
Quênia	17	-
Reino Unido	-	57
República Dominicana	12	-
República Federal da Alemanha	-	116
Ruanda	6	-
Serra Leoa	6	-
Suécia	-	40
Suíça	-	27
Tanzânia	15	-
Tchecoslováquia	-	10
Trindade e Tobago	4	-
Uganda	41	-
Venezuela	9	-
Zaire	20	-
TOTAL	1.000	1.000

* Inclui o Luxemburgo.

CÓPIA FIEL E COMPLETA, devidamente autenticada, do texto
em português do Protocolo para a continuação em vigor do
Convênio Internacional do Café de 1968 Prorrogado, conforme
aprovado pela Resolução Número 273 do Conselho International
do Café em sua Vigésima quinta Sessão, aos 26 de setembro de
1974, e transmitido ao Secretário-Geral das Nações Unidas.



Joaquim F. B. Braga

Diretor-Executivo
Organização International do Café

Londres

17 de outubro de 1974

[SEAL]

**PROTOCOLO PARA MANTENER EN VIGOR EL CONVENIO
INTERNACIONAL DEL CAFE DE 1968 PRORROGADO**

Los Gobiernos que son Parte del presente Protocolo,

CONSIDERANDO que el Convenio Internacional del Café de 1968 prorrogado debe expirar, en virtud de las disposiciones del párrafo 1) del Artículo 69 del mismo, el 30 de septiembre de 1975;

CONSIDERANDO que el tiempo necesario para negociar un nuevo Convenio dotado de disposiciones económicas y para llevar a efecto los procedimientos constitucionales de aprobación, ratificación o aceptación no permitirá que tal Convenio entre en vigor el 1 de octubre de 1975; y

CONSIDERANDO que, a fin de disponer de tiempo suficiente para negociar un nuevo Convenio y para llevar a término los necesarios procedimientos constitucionales, el Convenio Internacional del Café de 1968 prorrogado debe continuar en vigor con posterioridad al 30 de septiembre de 1975,

CONVIENEN lo que sigue:

ARTICULO 1

El Convenio Internacional del Café de 1968 prorrogado (llamado en lo sucesivo "el Convenio") continuará en vigor entre las Partes del presente Protocolo hasta el 30 de septiembre de 1976. Si entrase en vigor con anterioridad a esa fecha un nuevo Convenio Internacional del Café, el presente Protocolo dejará de tener efecto en la fecha en que entre en vigor el nuevo Convenio Internacional del Café. Si, al 30 de septiembre de 1976, se hubiere negociado un nuevo Convenio y hubiere recibido un número de firmas suficiente para permitirle entrar en vigor una vez aprobado, ratificado o aceptado de conformidad con las disposiciones pertinentes, pero no hubiere entrado en vigor provisional o definitivamente, el presente instrumento seguirá vigente hasta la entrada en vigor del nuevo Convenio, a condición de que ese periodo de prórroga no exceda de doce meses.

ARTICULO 2

1) Los Gobiernos podrán pasar a ser Parte del presente Protocolo mediante:

- a) firma del mismo;
- b) aprobación, ratificación o aceptación del mismo, tras haberlo firmado a reserva de aprobación, ratificación o aceptación; o
- c) adhesión al mismo, de conformidad con las disposiciones del Artículo 6 del presente Protocolo.

2) Al firmar el presente Protocolo, cada Gobierno signatario declarará formalmente si, de conformidad con sus procedimientos constitucionales, su firma se hace o no a reserva de aprobación, ratificación o aceptación.

ARTICULO 3

El presente Protocolo estará abierto, en la Sede de las Naciones Unidas, desde el 1 de noviembre de 1974 hasta el 31 de marzo de 1975 inclusive, a la firma de todo Gobierno que en la fecha de la firma sea Parte del Convenio.

ARTICULO 4

En los casos en que sea necesaria aprobación, ratificación o aceptación, los pertinentes instrumentos serán depositados en poder del Secretario General de las Naciones Unidas a más tardar el 30 de septiembre de 1975.

ARTICULO 5

1) El presente Protocolo entrará en vigor definitivamente el 1 de octubre de 1975 entre los Gobiernos que lo hayan firmado o que, si así lo exigieren sus respectivos procedimientos constitucionales, hayan depositado instrumentos de aprobación, ratificación o aceptación, a condición de que, en esa fecha, dichos Gobiernos representen por lo menos veinte Miembros exportadores que tengan por lo menos la mayoría de los votos de los Miembros exportadores, y por lo menos diez Miembros importadores que tengan por lo menos la mayoría de los votos de los Miembros importadores. A ese fin, la distribución de votos será la que figura en el Anexo del presente Protocolo. Por otra parte, entrará en vigor definitivamente en cualquier momento posterior a la entrada en vigor provisional en que se cumplan los requisitos que constan en este párrafo. En el caso de los Gobiernos que depositen un instrumento de aprobación, ratificación, aceptación o adhesión después de que el Convenio haya entrado definitivamente en vigor para otros Gobiernos, el presente Protocolo entrará en vigor definitivamente en la fecha de tal depósito.

2) El presente Protocolo podrá entrar en vigor provisionalmente el 1 de octubre de 1975. A tal fin, la notificación de un Gobierno signatario de que se compromete a aplicar provisionalmente el presente Protocolo y a gestionar la aprobación, ratificación o aceptación del mismo a la mayor brevedad posible con arreglo a sus procedimientos constitucionales, que sea recibida por el Secretario General de las Naciones Unidas a más tardar el 30 de septiembre de 1975, se considerará que tiene los mismos efectos que un instrumento de aprobación, ratificación o aceptación. Todo Gobierno que se comprometa a aplicar provisionalmente el presente Protocolo mientras no haya depositado un instrumento de aprobación, ratificación o aceptación, será considerado Parte provisional del mismo hasta que deposite su instrumento de aprobación, ratificación o aceptación, o hasta el 31 de diciembre de 1975 inclusive, si esta última fecha fuere anterior a la del depósito. El Consejo podrá conceder a cualquier Gobierno que aplique provisionalmente el

presente Protocolo una prórroga del plazo fijado para que dicho Gobierno deposite su instrumento de aprobación, ratificación o aceptación.

3) Si el presente Protocolo no hubiere entrado en vigor definitiva o provisionalmente el 1 de octubre de 1975, los Gobiernos que lo hubieren firmado o depositado instrumentos de aprobación, ratificación o aceptación, o notificaciones de que se comprometen a aplicar provisionalmente el presente Protocolo y a gestionar la aprobación, ratificación o aceptación del mismo, podrán celebrar consultas entre sí, inmediatamente después de aquella fecha, para estudiar qué medidas son necesarias en tal situación, y podrán, de mutuo acuerdo, decidir que entrará en vigor entre ellos. Del mismo modo, si el presente Protocolo hubiere entrado en vigor provisionalmente, pero no definitivamente, el 31 de diciembre de 1975, los Gobiernos que hubieren depositado instrumentos de aprobación, ratificación o aceptación podrán celebrar consultas entre sí para estudiar qué medidas son necesarias en tal situación, y podrán de mutuo acuerdo, decidir que continuará en vigor provisionalmente, o que entrará en vigor definitivamente, entre ellos.

ARTICULO 6

1) Podrá adherirse al presente Protocolo, en las condiciones que el Consejo establezca, el Gobierno de cualquier Estado miembro de las Naciones Unidas o de cualquiera de sus organismos especializados.

2) El Gobierno que deposite un instrumento de adhesión indicará, en el momento de hacerlo, si ingresa en la Organización como Miembro exportador o como Miembro importador, tal como están definidos en los párrafos 7) y 8) del Artículo 2 del Convenio.

3) Los instrumentos de adhesión habrán de depositarse en poder del Secretario General de las Naciones Unidas. La adhesión será efectiva a partir del momento en que quede depositado el respectivo instrumento.

ARTICULO 7

Todo Gobierno que pase a ser Parte del presente Protocolo podrá efectuar las notificaciones relativas a la afiliación por

grupos y a los territorios dependientes mencionadas en los Artículos 5 y 65 del Convenio, con sujeción a las disposiciones de dichos Artículos.

ARTICULO 8

El Convenio y el presente Protocolo serán considerados como un único instrumento, que se denominará el Convenio Internacional del Café de 1968 prorrogado mediante Protocolo.

EN FE DE LO CUAL, los infrascritos, debidamente autorizados a este efecto por sus respectivos Gobiernos, han firmado el presente Protocolo en las fechas que figuran junto a sus firmas.

Los textos en español, francés, inglés y portugués del presente Protocolo son igualmente auténticos. Los originales serán depositados en poder del Secretario General de las Naciones Unidas, quien transmitirá copias certificadas de los mismos a cada Parte signataria o que se adhiera al presente Protocolo.

El texto del presente Protocolo fue aprobado por el Consejo Internacional del Café mediante su Resolución Número 273 de 26 de septiembre de 1974.

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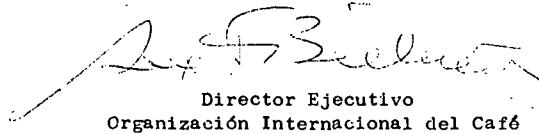
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ANEXO
DISTRIBUCION DE VOTOS

País	Exportador	Importador
Australia	4	-
Bélgica*	-	31
Bolivia	4	-
Brasil	329	-
Burundi	8	-
Canadá	-	35
Colombia	112	-
Costa Rica	21	-
Checoslovaquia	-	10
Chipre	-	5
Dinamarca	-	25
Ecuador	16	-
El Salvador	34	-
España	-	29
Estados Unidos	-	400
Etiopía	27	-
Finlandia	-	20
Francia	-	92
Ghana	4	-
Guatemala	32	-
Guinea	6	-
Haití	12	-
Honduras	11	-
India	11	-
Indonesia	25	-
Jamaica	4	-
Japón	-	39
Kenia	17	-
Liberia	4	-
México	31	-
Nicaragua	13	-
Nigeria	4	-
Noruega	-	17
Nueva Zelanda	-	7
OAMCAF	87	-
OAMCAF	(4)	-
Camerún	(15)	-
Congo, República Popular	(1)	-
Costa de Marfil	(45)	-
Dahomey	(1)	-
Gabón	(1)	-
República Centroafricana	(3)	-
República Malgache	(14)	-
Togo	(3)	-
Paises Bajos	-	50
Panamá	4	-
Paraguay	4	-
Perú	16	-
Portugal	47	-
Reino Unido	-	57
República Dominicana	12	-
República Federal de Alemania	-	116
Rwanda	6	-
Sierra Leona	6	-
Suecia	-	40
Suiza	-	27
Tanzania	15	-
Trinidad y Tabago	4	-
Uganda	41	-
Venezuela	9	-
Zaire	20	-
TOTAL	1.000	1.000

* Incluido Luxemburgo

COPIA CERTIFICADA FIEL Y COMPLETA del texto en español
del Protocolo para mantener en vigor el Convenio
Internacional del Café de 1968 prorrogado, según fue
aprobado mediante la Resolución Número 273 del Consejo
Internacional del Café en su Vigésimoquinto Período de
Sesiones, el 26 de septiembre de 1974, y transmitido
al Secretario General de las Naciones Unidas.


A. F. Belo

Director Ejecutivo
Organización Internacional del Café

Londres

Septiembre 1974

[SEAL]

**MULTILATERAL
International Energy Program**

*Agreement done at Paris November 18, 1974;
Entered into force provisionally November 18, 1974;
Entered into force definitively January 19, 1976.
And amendment approved by the Governing Board of the Inter-
national Energy Agency at Paris February 5, 1975;
Entered into force March 21, 1975.*

AGREEMENT ON AN INTERNATIONAL ENERGY PROGRAM

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TIAS 8278

AGREEMENT ON AN INTERNATIONAL ENERGY PROGRAM

THE GOVERNMENTS OF THE REPUBLIC OF AUSTRIA, THE KINGDOM OF BELGIUM, CANADA, THE KINGDOM OF DENMARK, THE FEDERAL REPUBLIC OF GERMANY, IRELAND, THE ITALIAN REPUBLIC, JAPAN, THE GRAND DUCHY OF LUXEMBOURG, THE KINGDOM OF THE NETHERLANDS, SPAIN, THE KINGDOM OF SWEDEN, THE SWISS CONFEDERATION, THE REPUBLIC OF TURKEY, THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, AND THE UNITED STATES OF AMERICA,

DESIRING to promote secure oil supplies on reasonable and equitable terms,

DETERMINED to take common effective measures to meet oil supply emergencies by developing an emergency self-sufficiency in oil supplies, restraining demand and allocating available oil among their countries on an equitable basis,

DESIRING to promote co-operative relations with oil producing countries and with other oil consuming countries, including those of the developing world, through a purposeful dialogue, as well as through other forms of co-operation, to further the opportunities for a better understanding between consumer and producer countries,

MINDFUL of the interests of other oil consuming countries, including those of the developing world,

DESIRING to play a more active role in relation to the oil industry by establishing a comprehensive international information system and a permanent framework for consultation with oil companies,

DETERMINED to reduce their dependence on imported oil by undertaking long term co-operative efforts on conservation of energy, on accelerated development of alternative sources of energy, on research and development in the energy field and on uranium enrichment,

CONVINCED that these objectives can only be reached through continued co-operative efforts within effective organs,

EXPRESSING the intention that such organs be created within the framework of the Organisation for Economic Co-operation and Development,

RECOGNISING that other Member countries of the Organisation for Economic Co-operation and Development may desire to join in their efforts,

CONSIDERING the special responsibility of governments for energy supply,

CONCLUDE that it is necessary to establish an International Energy Program to be implemented through an International Energy Agency, and to that end,

HAVE AGREED as follows:

Article I

1. The Participating Countries shall implement the International Energy Program as provided for in this Agreement through the International Energy Agency, described in Chapter IX, hereinafter referred to as the "Agency".

2. The term "Participating Countries" means States to which this Agreement applies provisionally and States for which the Agreement has entered into and remains in force.

3. The term "group" means the Participating Countries as a group.

*Chapter I***EMERGENCY SELF-SUFFICIENCY***Article 2*

1. The Participating Countries shall establish a common emergency self-sufficiency in oil supplies. To this end, each Participating Country shall maintain emergency reserves sufficient to sustain consumption for at least 60 days with no net oil imports. Both consumption and net oil imports shall be reckoned at the average daily level of the preceding calendar year.

2. The Governing Board shall, acting by special majority, not later than 1st July, 1975, decide the date from which the emergency reserve commitment of each Participating Country shall, for the purpose of calculating its supply right referred to in Article 7, be deemed to be raised to a level of 90 days. Each Participating Country shall increase its actual level of emergency reserves to 90 days and shall endeavour to do so by the date so decided.

3. The term "emergency reserve commitment" means the emergency reserves equivalent to 60 days of net oil imports as set out in paragraph 1 and, from the date to be decided according to paragraph 2, to 90 days of net oil imports as set out in paragraph 2.

Article 3

1. The emergency reserve commitment set out in Article 2 may be satisfied by:

- oil stocks,
- fuel switching capacity,
- stand-by oil production,

in accordance with the provisions of the Annex which forms an integral part of this Agreement.

2. The Governing Board shall, acting by majority, not later than 1st July, 1975, decide the extent to which the emergency reserve commitment may be satisfied by the elements mentioned in paragraph 1.

Article 4

1. The Standing Group on Emergency Questions shall, on a continuing basis, review the effectiveness of the measures taken by each Participating Country to meet its emergency reserve commitment.
2. The Standing Group on Emergency Questions shall report to the Management Committee, which shall make proposals, as appropriate, to the Governing Board. The Governing Board may, acting by majority, adopt recommendations to Participating Countries.

*Chapter II***DEMAND RESTRAINT***Article 5*

1. Each Participating Country shall at all times have ready a program of contingent oil demand restraint measures enabling it to reduce its rate of final consumption in accordance with Chapter IV.
2. The Standing Group on Emergency Questions shall, on a continuing basis, review and assess:
 - each Participating Country's program of demand restraint measures,
 - the effectiveness of measures actually taken by each Participating Country.
3. The Standing Group on Emergency Questions shall report to the Management Committee, which shall make proposals, as appropriate, to the Governing Board. The Governing Board may, acting by majority, adopt recommendations to Participating Countries.

*Chapter III***ALLOCATION***Article 6*

1. Each Participating Country shall take the necessary measures in order that allocation of oil will be carried out pursuant to this Chapter and Chapter IV.

2. The Standing Group on Emergency Questions shall, on a continuing basis, review and assess:

- each Participating Country's measures in order that allocation of oil will be carried out pursuant to this Chapter and Chapter IV,
- the effectiveness of measures actually taken by each Participating Country.

3. The Standing Group on Emergency Questions shall report to the Management Committee, which shall make proposals, as appropriate, to the Governing Board. The Governing Board may, acting by majority, adopt recommendations to Participating Countries.

4. The Governing Board shall, acting by majority, decide promptly on the practical procedures for the allocation of oil and on the procedures and modalities for the participation of oil companies therein within the framework of this Agreement.

Article 7

1. When allocation of oil is carried out pursuant to Article 13, 14, or 15, each Participating Country shall have a supply right equal to its permissible consumption less its emergency reserve drawdown obligation.

2. A Participating Country whose supply right exceeds the sum of its normal domestic production and actual net imports available during an emergency shall have an allocation right which entitles it to additional net imports equal to that excess.

3. A Participating Country in which the sum of normal domestic production and actual net imports available during an emergency exceeds its supply right shall have an allocation obligation which requires it to supply, directly or indirectly, the quantity of oil equal to that excess to other Participating Countries. This would not preclude any Participating Country from maintaining exports of oil to non-participating countries.

4. The term "permissible consumption" means the average daily rate of final consumption allowed when emergency demand restraint at the applicable level has been activated; possible further voluntary demand restraint by any Participating Country shall not affect its allocation right or obligation.

5. The term "emergency reserve drawdown obligation" means the emergency reserve commitment of any Participating Country divided by the total emergency reserve commitment of the group and multiplied by the group supply shortfall.

6. The term "group supply shortfall" means the shortfall for the group as measured by the aggregate permissible consumption for the group minus the daily rate of oil supplies available to the group during an emergency.

7. The term "oil supplies available to the group" means
 - all crude oil available to the group,
 - all petroleum products imported from outside the group, and
 - all finished products and refinery feedstocks which are produced in association with natural gas and crude oil and are available to the group.
8. The term "final consumption" means total domestic consumption of all finished petroleum products.

Article 8

1. When allocation of oil to a Participating Country is carried out pursuant to Article 17, that Participating Country shall
 - sustain from its final consumption the reduction in its oil supplies up to a level equal to 7 per cent of its final consumption during the base period,
 - have an allocation right equal to the reduction in its oil supplies which results in a reduction of its final consumption over and above that level.
2. The obligation to allocate this amount of oil is shared among the other Participating Countries on the basis of their final consumption during the base period.
3. The Participating Countries may meet their allocation obligations by any measures of their own choosing, including demand restraint measures or use of emergency reserves.

Article 9

1. For purposes of satisfying allocation rights and allocation obligations, the following elements will be included:
 - all crude oil,
 - all petroleum products,
 - all refinery feedstocks, and
 - all finished products produced in association with natural gas and crude oil.

2. To calculate a Participating Country's allocation right, petroleum products normally imported by that Participating Country, whether from other Participating Countries or from non-participating countries, shall be expressed in crude oil equivalents and treated as though they were imports of crude oil to that Participating Country.
3. Insofar as possible, normal channels of supply will be maintained as well as the normal supply proportions between crude oil and products and among different categories of crude oil and products.
4. When allocation takes place, an objective of the Program shall be that available crude oil and products shall, insofar as possible, be shared within the refining and distributing industries as well as between refining and distributing companies in accordance with historical supply patterns.

Article 10

1. The objectives of the Program shall include ensuring fair treatment for all Participating Countries and basing the price for allocated oil on the price conditions prevailing for comparable commercial transactions.
2. Questions relating to the price of oil allocated during an emergency shall be examined by the Standing Group on Emergency Questions.

Article 11

1. It is not an objective of the Program to seek to increase, in an emergency, the share of world oil supply that the group had under normal market conditions. Historical oil trade patterns should be preserved as far as is reasonable, and due account should be taken of the position of individual non-participating countries.
2. In order to maintain the principles set out in paragraph 1, the Management Committee shall make proposals, as appropriate, to the Governing Board, which, acting by majority, shall decide on such proposals.

*Chapter IV***ACTIVATION****ACTIVATION***Article 12*

Whenever the group as a whole or any Participating Country sustains or can reasonably be expected to sustain a reduction in its oil supplies, the emergency measures, which are the mandatory demand restraint referred to in Chapter II and the allocation of available oil referred to in Chapter III, shall be activated in accordance with this Chapter.

Article 13

Whenever the group sustains or can reasonably be expected to sustain a reduction in the daily rate of its oil supplies at least equal to 7 per cent of the average daily rate of its final consumption during the base period, each Participating Country shall implement demand restraint measures sufficient to reduce its final consumption by an amount equal to 7 per cent of its final consumption during the base period, and allocation of available oil among the Participating Countries shall take place in accordance with Articles 7, 9, 10 and 11.

Article 14

Whenever the group sustains or can reasonably be expected to sustain a reduction in the daily rate of its oil supplies at least equal to 12 per cent of the average daily rate of its final consumption during the base period, each Participating Country shall implement demand restraint measures sufficient to reduce its final consumption by an amount equal to 10 per cent of its final consumption during the base period, and allocation of available oil among the Participating Countries shall take place in accordance with Articles 7, 9, 10 and 11.

Article 15

When cumulative daily emergency reserve drawdown obligations as defined in Article 7 have reached 50 per cent of emergency reserve commitments and a decision

has been taken in accordance with Article 20, each Participating Country shall take the measures so decided, and allocation of available oil among the Participating Countries shall take place in accordance with Articles 7, 9, 10 and 11.

Article 16

When demand restraint is activated in accordance with this Chapter, a Participating Country may substitute for demand restraint measures use of emergency reserves held in excess of its emergency reserve commitment as provided in the Program.

Article 17

1. Whenever any Participating Country sustains or can reasonably be expected to sustain a reduction in the daily rate of its oil supplies which results in a reduction of the daily rate of its final consumption by an amount exceeding 7 per cent of the average daily rate of its final consumption during the base period, allocation of available oil to that Participating Country shall take place in accordance with Articles 8 to 11.

2. Allocation of available oil shall also take place when the conditions in paragraph 1 are fulfilled in a major region of a Participating Country whose oil market is incompletely integrated. In this case, the allocation obligation of other Participating Countries shall be reduced by the theoretical allocation obligation of any other major region or regions of the Participating Country concerned.

Article 18

1. The term "base period" means the most recent four quarters with a delay of one quarter necessary to collect information. While emergency measures are applied with regard to the group or to a Participating Country, the base period shall remain fixed.

2. The Standing Group on Emergency Questions shall examine the base period set out in paragraph 1, taking into account in particular such factors as growth, seasonal variations in consumption and cyclical changes and shall, not later than 1st April, 1975, report to the Management Committee. The Management Committee shall make proposals, as appropriate, to the Governing Board, which, acting by majority, shall decide on these proposals not later than 1st July, 1975.

Article 19

1. The Secretariat shall make a finding when a reduction of oil supplies as mentioned in Article 13, 14 or 17 has occurred or can reasonably be expected to occur,

and shall establish the amount of the reduction or expected reduction for each Participating Country and for the group. The Secretariat shall keep the Management Committee informed of its deliberations, and shall immediately report its finding to the members of the Committee and inform the Participating Countries thereof. The report shall include information on the nature of the reduction.

2. Within 48 hours of the Secretariat's reporting a finding, the Committee shall meet to review the accuracy of the data compiled and the information provided. The Committee shall report to the Governing Board within a further 48 hours. The report shall set out the views expressed by the members of the Committee, including any views regarding the handling of the emergency.

3. Within 48 hours of receiving the Management Committee's report, the Governing Board shall meet to review the finding of the Secretariat in the light of that report. The activation of emergency measures shall be considered confirmed and Participating Countries shall implement such measures within 15 days of such confirmation unless the Governing Board, acting by special majority, decides within a further 48 hours not to activate the emergency measures, to activate them only in part or to fix another time limit for their implementation.

4. If, according to the finding of the Secretariat, the conditions of more than one of the Articles 14, 13 and 17 are fulfilled, any decision not to activate emergency measures shall be taken separately for each Article and in the above order. If the conditions in Article 17 are fulfilled with regard to more than one Participating Country any decision not to activate allocation shall be taken separately with respect to each Country.

5. Decisions pursuant to paragraphs 3 and 4 may at any time be reversed by the Governing Board, acting by majority.

6. In making its finding under this Article, the Secretariat shall consult with oil companies to obtain their views regarding the situation and the appropriateness of the measures to be taken.

7. An international advisory board from the oil industry shall be convened, not later than the activation of emergency measures, to assist the Agency in ensuring the effective operation of such measures.

Article 20

1. The Secretariat shall make a finding when cumulative daily emergency reserve drawdown obligations have reached or can reasonably be expected to reach 50 per cent of emergency reserve commitments. The Secretariat shall immediately report its finding to the members of the Management Committee and inform the Participating Countries thereof. The report shall include information on the oil situation.

2. Within 72 hours of the Secretariat's reporting such a finding, the Management Committee shall meet to review the data compiled and the information provided. On the basis of available information the Committee shall report to the Governing Board within a further 48 hours proposing measures required for meeting the necessities of the situation, including the increase in the level of mandatory demand restraint that may be necessary. The report shall set out the views expressed by the members of the Committee.
3. The Governing Board shall meet within 48 hours of receiving the Committee's report and proposal. The Governing Board shall review the finding of the Secretariat and the report of the Management Committee and shall within a further 48 hours, acting by special majority, decide on the measures required for meeting the necessities of the situation, including the increase in the level of mandatory demand restraint that may be necessary.

Article 21

1. Any Participating Country may request the Secretariat to make a finding under Article 19 or 20.
2. If, within 72 hours of such request, the Secretariat does not make such a finding, the Participating Country may request the Management Committee to meet and consider the situation in accordance with the provisions of this Agreement.
3. The Management Committee shall meet within 48 hours of such request in order to consider the situation. It shall, at the request of any Participating Country, report to the Governing Board within a further 48 hours. The report shall set out the views expressed by the members of the Committee and by the Secretariat, including any views regarding the handling of the situation.
4. The Governing Board shall meet within 48 hours of receiving the Management Committee's report. If it finds, acting by majority, that the conditions set out in Article 13, 14, 15 or 17 are fulfilled, emergency measures shall be activated accordingly.

Article 22

The Governing Board may at any time decide by unanimity to activate any appropriate emergency measures not provided for in this Agreement, if the situation so requires.

DEACTIVATION

Article 23

1. The Secretariat shall make a finding when a reduction of supplies as mentioned in Article 13, 14 or 17 has decreased or can reasonably be expected to decrease below the level referred to in the relevant Article. The Secretariat shall keep the Management Committee informed of its deliberations and shall immediately report its finding to the members of the Committee and inform the Participating Countries thereof.
2. Within 72 hours of the Secretariat's reporting a finding, the Management Committee shall meet to review the data compiled and the information provided. It shall report to the Governing Board within a further 48 hours. The report shall set out the views expressed by the members of the Committee, including any views regarding the handling of the emergency.
3. Within 48 hours of receiving the Committee's report, the Governing Board shall meet to review the finding of the Secretariat in the light of the report from the Management Committee. The deactivation of emergency measures or the applicable reduction of the demand restraint level shall be considered confirmed unless the Governing Board, acting by special majority, decides within a further 48 hours to maintain the emergency measures or to deactivate them only in part.
4. In making its finding under this Article, the Secretariat shall consult with the international advisory board, mentioned in Article 19, paragraph 7, to obtain its views regarding the situation and the appropriateness of the measures to be taken.
5. Any Participating Country may request the Secretariat to make a finding under this Article.

Article 24

When emergency measures are in force, and the Secretariat has not made a finding under Article 23, the Governing Board, acting by special majority, may at any time decide to deactivate the measures either wholly or in part.

*Chapter V***INFORMATION SYSTEM ON THE
INTERNATIONAL OIL MARKET***Article 25*

1. The Participating Countries shall establish an Information System consisting of two sections:

- a General Section on the situation in the international oil market and activities of oil companies,
- a Special Section designed to ensure the efficient operation of the measures described in Chapters I to IV.

2. The System shall be operated on a permanent basis, both under normal conditions and during emergencies, and in a manner which ensures the confidentiality of the information made available.

3. The Secretariat shall be responsible for the operation of the Information System and shall make the information compiled available to the Participating Countries.

Article 26

The term "oil companies" means international companies, national companies, non-integrated companies and other entities which play a significant role in the international oil industry.

GENERAL SECTION*Article 27*

1. Under the General Section of the Information System, the Participating Countries shall, on a regular basis, make available to the Secretariat information on the

precise data identified in accordance with Article 29 on the following subjects relating to oil companies operating within their respective jurisdictions:

- (a) Corporate structure;
- (b) Financial structure, including balance sheets, profit and loss accounts, and taxes paid;
- (c) Capital investments realised;
- (d) Terms of arrangements for access to major sources of crude oil;
- (e) Current rates of production and anticipated changes therein;
- (f) Allocations of available crude supplies to affiliates and other customers (criteria and realisations);
- (g) Stocks;
- (h) Cost of crude oil and oil products;
- (i) Prices, including transfer prices to affiliates;
- (j) Other subjects, as decided by the Governing Board, acting by unanimity.

2. Each Participating Country shall take appropriate measures to ensure that all oil companies operating within its jurisdiction make such information available to it as is necessary to fulfil its obligations under paragraph 1, taking into account such relevant information as is already available to the public or to Governments.

3. Each Participating Country shall provide information on a non-proprietary basis and on a company and/or country basis as appropriate, and in such a manner and degree as will not prejudice competition or conflict with the legal requirements of any Participating Country relating to competition.

4. No Participating Country shall be entitled to obtain, through the General Section, any information on the activities of a company operating within its jurisdiction which could not be obtained by it from that company by application of its laws or through its institutions and customs if that company were operating solely within its jurisdiction.

Article 28

Information provided on a "non-proprietary basis" means information which does not constitute or relate to patents, trademarks, scientific or manufacturing processes or developments, individual sales, tax returns, customer lists or geological and geophysical information, including maps.

Article 29

1. Within 60 days of the first day of the provisional application of this Agreement, and as appropriate thereafter, the Standing Group on the Oil Market shall submit a report to the Management Committee identifying the precise data within the list of subjects in Article 27, paragraph 1, which are required for the efficient operation of the General Section, and specifying the procedures for obtaining such data on a regular basis.
2. The Management Committee shall review the report and make proposals to the Governing Board which, within 30 days of the submission of the report to the Management Committee, and acting by majority, shall take the decisions necessary for the establishment and efficient operation of the General Section.

Article 30

In preparing its reports under Article 29, the Standing Group on the Oil Market shall

- consult with oil companies to ensure that the System is compatible with industry operations;
- identify specific problems and issues which are of concern to Participating Countries;
- identify specific data which are useful and necessary to resolve such problems and issues;
- work out precise standards for the harmonization of the required information in order to ensure comparability of the data;
- work out procedures to ensure the confidentiality of the information.

Article 31

1. The Standing Group on the Oil Market shall on a continuing basis review the operation of the General Section.
2. In the event of changes in the conditions of the international oil market, the Standing Group on the Oil Market shall report to the Management Committee. The Committee shall make proposals on appropriate changes to the Governing Board which, acting by majority, shall decide on such proposals.

Nov. 18, 1974
Feb. 5, 1975

SPECIAL SECTION

Article 32

1. Under the Special Section of the Information System, the Participating Countries shall make available to the Secretariat all information which is necessary to ensure the efficient operation of emergency measures.
2. Each Participating Country shall take appropriate measures to ensure that all oil companies operating within its jurisdiction make such information available to it as is necessary to enable it to fulfil its obligations under paragraph 1 and under Article 33.
3. The Secretariat shall, on the basis of this information and other information available, continuously survey the supply of oil to and the consumption of oil within the group and each Participating Country.

Article 33

Under the Special Section, the Participating Countries shall, on a regular basis, make available to the Secretariat information on the precise data identified in accordance with Article 34 on the following subjects:

- (a) Oil consumption and supply;
- (b) Demand restraint measures;
- (c) Levels of emergency reserves;
- (d) Availability and utilisation of transportation facilities;
- (e) Current and projected levels of international supply and demand;
- (f) Other subjects, as decided by the Governing Board, acting by unanimity.

Article 34

1. Within 30 days of the first day of the provisional application of this Agreement, the Standing Group on Emergency Questions shall submit a report to the Management Committee identifying the precise data within the list of subjects in Article 33 which are required under the Special Section to ensure the efficient operation of emergency measures and specifying the procedures for obtaining such data on a regular basis, including accelerated procedures in times of emergency.

2. The Management Committee shall review the report and make proposals to the Governing Board which, within 30 days of the submission of the report to the Management Committee, and acting by majority, shall take the decisions necessary for the establishment and efficient operation of the Special Section.

Article 35

In preparing its report under Article 34, the Standing Group on Emergency Questions shall

- consult with oil companies to ensure that the System is compatible with industry operations;
- work out precise standards for the harmonization of the required information in order to ensure comparability of the data;
- work out procedures to ensure the confidentiality of the information.

Article 36

The Standing Group on Emergency Questions shall on a continuing basis review the operation of the Special Section and shall, as appropriate, report to the Management Committee. The Committee shall make proposals on appropriate changes to the Governing Board, which, acting by majority, shall decide on such proposals.

Chapter VI

**FRAMEWORK FOR CONSULTATION
WITH OIL COMPANIES**

Article 37

1. The Participating Countries shall establish within the Agency a permanent framework for consultation within which one or more Participating Countries may, in an appropriate manner, consult with and request information from individual oil companies on all important aspects of the oil industry, and within which the Participating Countries may share among themselves on a co-operative basis the results of such consultations.

2. The framework for consultation shall be established under the auspices of the Standing Group on the Oil Market.

3. Within 60 days of the first day of the provisional application of this Agreement, and as appropriate thereafter, the Standing Group on the Oil Market, after consultation with oil companies, shall submit a report to the Management Committee on the procedures for such consultations. The Management Committee shall review the report and make proposals to the Governing Board, which, within 30 days of the submission of the report to the Management Committee, and acting by majority, shall decide on such procedures.

Article 38

1. The Standing Group on the Oil Market shall present a report to the Management Committee on consultations held with any oil company within 30 days thereof.

2. The Management Committee shall consider the report and may make proposals on appropriate co-operative action to the Governing Board, which shall decide on such proposals.

Article 39

1. The Standing Group on the Oil Market shall, on a continuing basis, evaluate the results of the consultations with and the information collected from oil companies.

2. On the basis of these evaluations, the Standing Group may examine and assess the international oil situation and the position of the oil industry and shall report to the Management Committee.

3. The Management Committee shall review such reports and make proposals on appropriate co-operative action to the Governing Board, which shall decide on such proposals.

Article 40

The Standing Group on the Oil Market shall submit annually a general report to the Management Committee on the functioning of the framework for consultation with oil companies.

*Chapter VII***LONG TERM CO-OPERATION ON ENERGY***Article 41*

1. The Participating Countries are determined to reduce over the longer term their dependence on imported oil for meeting their total energy requirements.
2. To this end, the Participating Countries will undertake national programs and promote the adoption of co-operative programs, including, as appropriate, the sharing of means and efforts, while concerting national policies, in the areas set out in Article 42.

Article 42

1. The Standing Group on Long Term Co-operation shall examine and report to the Management Committee on co-operative action. The following areas shall in particular be considered:
 - (a) Conservation of energy, including co-operative programs on
 - exchange of national experiences and information on energy conservation;
 - ways and means for reducing the growth of energy consumption through conservation.
 - (b) Development of alternative sources of energy such as domestic oil, coal, natural gas, nuclear energy and hydro-electric power, including co-operative programs on
 - exchange of information on such matters as resources, supply and demand, price and taxation;
 - ways and means for reducing the growth of consumption of imported oil through the development of alternative sources of energy;
 - concrete projects, including jointly financed projects;
 - criteria, quality objectives and standards for environmental protection.

- (c) Energy research and development, including as a matter of priority co-operative programs on
 - coal technology;
 - solar energy;
 - radioactive waste management;
 - controlled thermonuclear fusion;
 - production of hydrogen from water;
 - nuclear safety;
 - waste heat utilisation;
 - conservation of energy;
 - municipal and industrial waste utilisation for energy conservation;
 - overall energy system analysis and general studies.
- (d) Uranium enrichment, including co-operative programs
 - to monitor developments in natural and enriched uranium supply;
 - to facilitate development of natural uranium resources and enrichment services;
 - to encourage such consultations as may be required to deal with international issues that may arise in relation to the expansion of enriched uranium supply;
 - to arrange for the requisite collection, analysis and dissemination of data related to the planning of enrichment services.

2. In examining the areas of co-operative action, the Standing Group shall take due account of ongoing activities elsewhere.

3. Programs developed under paragraph 1 may be jointly financed. Such joint financing may take place in accordance with Article 64, paragraph 2.

Article 43

1. The Management Committee shall review the reports of the Standing Group and make appropriate proposals to the Governing Board, which shall decide on these proposals not later than 1st July, 1975.

2. The Governing Board shall take into account possibilities for co-operation within a broader framework.

*Chapter VIII***RELATIONS WITH PRODUCER COUNTRIES
AND WITH OTHER CONSUMER COUNTRIES***Article 44*

The Participating Countries will endeavour to promote co-operative relations with oil producing countries and with other oil consuming countries, including developing countries. They will keep under review developments in the energy field with a view to identifying opportunities for and promoting a purposeful dialogue, as well as other forms of co-operation, with producer countries and with other consumer countries.

Article 45

To achieve the objectives set out in Article 44, the Participating Countries will give full consideration to the needs and interests of other oil consuming countries, particularly those of the developing countries.

Article 46

The Participating Countries will, in the context of the Program, exchange views on their relations with oil producing countries. To this end, the Participating Countries should inform each other of co-operative action on their part with producer countries which is relevant to the objectives of the Program.

Article 47

The Participating Countries will, in the context of the Program

- seek, in the light of their continuous review of developments in the international energy situation and its effect on the world economy, opportunities and means of encouraging stable international trade in oil and of promoting secure oil supplies on reasonable and equitable terms for each Participating Country;

- consider, in the light of work going on in other international organisations, other possible fields of co-operation including the prospects for co-operation in accelerated industrialisation and socio-economic development in the principal producing areas and the implications of this for international trade and investment;
- keep under review the prospects for co-operation with oil producing countries on energy questions of mutual interest, such as conservation of energy, the development of alternative sources, and research and development.

Article 48

1. The Standing Group on Relations with Producer and other Consumer Countries will examine and report to the Management Committee on the matters described in this Chapter.
2. The Management Committee may make proposals on appropriate co-operative action regarding these matters to the Governing Board, which shall decide on such proposals.

*Chapter IX***INSTITUTIONAL AND GENERAL PROVISIONS***Article 49*

1. The Agency shall have the following organs:
 - a Governing Board
 - a Management Committee
 - Standing Groups on
 - Emergency Questions
 - The Oil Market
 - Long Term Co-operation
 - Relations with Producer and Other Consumer Countries.
2. The Governing Board or the Management Committee may, acting by majority, establish any other organ necessary for the implementation of the Program.

3. The Agency shall have a Secretariat to assist the organs mentioned in paragraphs 1 and 2.

GOVERNING BOARD

Article 50

1. The Governing Board shall be composed of one or more ministers or their delegates from each Participating Country.
2. The Governing Board, acting by majority, shall adopt its own rules of procedure. Unless otherwise decided in the rules of procedure, these rules shall also apply to the Management Committee and the Standing Groups.
3. The Governing Board, acting by majority, shall elect its Chairman and Vice-Chairmen.

Article 51

1. The Governing Board shall adopt decisions and make recommendations which are necessary for the proper functioning of the Program.
2. The Governing Board shall review periodically and take appropriate action concerning developments in the international energy situation, including problems relating to the oil supplies of any Participating Country or Countries, and the economic and monetary implications of these developments. In its activities concerning the economic and monetary implications of developments in the international energy situation, the Governing Board shall take into account the competence and activities of international institutions responsible for overall economic and monetary questions.
3. The Governing Board, acting by majority, may delegate any of its functions to any other organ of the Agency.

Article 52

1. Subject to Article 61, paragraph 2, and Article 65, decisions adopted pursuant to this Agreement by the Governing Board or by any other organ by delegation from the Board shall be binding on the Participating Countries.
2. Recommendations shall not be binding.

MANAGEMENT COMMITTEE

Article 53

1. The Management Committee shall be composed of one or more senior representatives of the Government of each Participating Country.
2. The Management Committee shall carry out the functions assigned to it in this Agreement and any other function delegated to it by the Governing Board.
3. The Management Committee may examine and make proposals to the Governing Board, as appropriate, on any matter within the scope of this Agreement.
4. The Management Committee shall be convened upon the request of any Participating Country.
5. The Management Committee, acting by majority, shall elect its Chairman and Vice-Chairmen.

STANDING GROUPS

Article 54

1. Each Standing Group shall be composed of one or more representatives of the Government of each Participating Country.
2. The Management Committee, acting by majority, shall elect the Chairmen and Vice-Chairmen of the Standing Groups.

Article 55

1. The Standing Group on Emergency Questions shall carry out the functions assigned to it in Chapters I to V and the Annex and any other function delegated to it by the Governing Board.
2. The Standing Group may review and report to the Management Committee on any matter within the scope of Chapters I to V and the Annex.
3. The Standing Group may consult with oil companies on any matter within its competence.

Article 56

1. The Standing Group on the Oil Market shall carry out the functions assigned to it in Chapters V and VI and any other function delegated to it by the Governing Board.
2. The Standing Group may review and report to the Management Committee on any matter within the scope of Chapters V and VI.
3. The Standing Group may consult with oil companies on any matter within its competence.

Article 57

1. The Standing Group on Long Term Co-operation shall carry out the functions assigned to it in Chapter VII and any other function delegated to it by the Governing Board.
2. The Standing Group may review and report to the Management Committee on any matter within the scope of Chapter VII.

Article 58

1. The Standing Group on Relations with Producer and other Consumer Countries shall carry out the functions assigned to it in Chapter VIII and any other function delegated to it by the Governing Board.
2. The Standing Group may review and report to the Management Committee on any matter within the scope of Chapter VIII.
3. The Standing Group may consult with oil companies on any matter within its competence.

SECRETARIAT

Article 59

1. The Secretariat shall be composed of an Executive Director and such staff as is necessary.

2. The Executive Director shall be appointed by the Governing Board.
3. In the performance of their duties under this Agreement the Executive Director and the staff shall be responsible to and report to the organs of the Agency.
4. The Governing Board, acting by majority, shall take all decisions necessary for the establishment and the functioning of the Secretariat.

Article 60

The Secretariat shall carry out the functions assigned to it in this Agreement and any other function assigned to it by the Governing Board.

VOTING*Article 61*

1. The Governing Board shall adopt decisions and recommendations for which no express voting provision is made in this Agreement, as follows:

- (a) by majority:
 - decisions on the management of the Program, including decisions applying provisions of this Agreement which already impose specific obligations on Participating Countries
 - decisions on procedural questions
 - recommendations
- (b) by unanimity:
 - all other decisions, including in particular decisions which impose on Participating Countries new obligations not already specified in this Agreement.

2. Decisions mentioned in paragraph 1 (b) may provide:

- (a) that they shall not be binding on one or more Participating Countries;
- (b) that they shall be binding only under certain conditions.

Article 62

1. Unanimity shall require all of the votes of the Participating Countries present and voting. Countries abstaining shall be considered as not voting.

2. When majority or special majority is required, the Participating Countries shall have the following voting weights:

	General voting weights	Oil consumption voting weights	Combined voting weights
Austria	3	1	4
Belgium	3	2	5
Canada	3	5	8
Denmark	3	1	4
Germany	3	8	11
Ireland	3	0	3
Italy	3	6	9
Japan	3	15	18
Luxembourg	3	0	3
The Netherlands	3	2	5
Spain	3	2	5
Sweden	3	2	5
Switzerland	3	1	4
Turkey	3	1	4
United Kingdom	3	6	9
United States	3	48	51
Totals	48	100	148

3. Majority shall require 60 per cent of the total combined voting weights and 50 per cent of the general voting weights cast.

4. Special majority shall require:

- (a) 60 per cent of the total combined voting weights and 36 general voting weights for:
 - the decision under Article 2, paragraph 2, relating to the increase in the emergency reserve commitment;
 - decisions under Article 19, paragraph 3, not to activate the emergency measures referred to in Articles 13 and 14;

- decisions under Article 20, paragraph 3, on the measures required for meeting the necessities of the situation;
 - decisions under Article 23, paragraph 3, to maintain the emergency measures referred to in Articles 13 and 14;
 - decisions under Article 24 to deactivate the emergency measures referred to in Articles 13 and 14.
- (b) 42 general voting weights for:
- decisions under Article 19, paragraph 3, not to activate the emergency measures referred to in Article 17;
 - decisions under Article 23, paragraph 3, to maintain the emergency measures referred to in Article 17;
 - decisions under Article 24 to deactivate the emergency measures referred to in Article 17.

5. The Governing Board, acting by unanimity, shall decide on the necessary increase, decrease, and redistribution of the voting weights referred to in paragraph 2, as well as on amendment of the voting requirements set out in paragraphs 3 and 4 in the event that

- a Country accedes to this Agreement in accordance with Article 71, or
- a Country withdraws from this Agreement in accordance with Article 68, paragraph 2, or Article 69, paragraph 2.

6. The Governing Board shall review annually the number and distribution of voting weights specified in paragraph 2, and, on the basis of such review, acting by unanimity, shall decide whether such voting weights should be increased or decreased, or redistributed, or both, because a change in any Participating Country's share in total oil consumption has occurred or for any other reason.

7. Any change in paragraph 2, 3 or 4 shall be based on the concepts underlying those paragraphs and paragraph 6.

RELATIONS WITH OTHER ENTITIES

Article 63

In order to achieve the objectives of the Program, the Agency may establish appropriate relations with non-participating countries, international organisations, whether governmental or non-governmental, other entities and individuals.

FINANCIAL ARRANGEMENTS

Article 64

1. The expenses of the Secretariat and all other common expenses shall be shared among all Participating Countries according to a scale of contributions elaborated according to the principles and rules set out in the Annex to the "OECD Resolution of the Council on Determination of the Scale of Contributions by Member Countries to the Budget of the Organisation" of 10th December, 1963. After the first year of application of this Agreement, the Governing Board shall review this scale of contributions and, acting by unanimity, shall decide upon any appropriate changes in accordance with Article 73.
2. Special expenses incurred in connection with special activities carried out pursuant to Article 65 shall be shared by the Participating Countries taking part in such special activities in such proportions as shall be determined by unanimous agreement between them.
3. The Executive Director shall, in accordance with the financial regulations adopted by the Governing Board and not later than 1st October of each year, submit to the Governing Board a draft budget including personnel requirements. The Governing Board, acting by majority, shall adopt the budget.
4. The Governing Board, acting by majority, shall take all other necessary decisions regarding the financial administration of the Agency.
5. The financial year shall begin on 1st January and end on 31st December of each year. At the end of each financial year, revenues and expenditures shall be submitted to audit.

SPECIAL ACTIVITIES

Article 65

1. Any two or more Participating Countries may decide to carry out within the scope of this Agreement special activities, other than activities which are required to be carried out by all Participating Countries under Chapters I to V. Participating Countries which do not wish to take part in such special activities shall abstain from taking part in such decisions and shall not be bound by them. Participating Countries carrying out such activities shall keep the Governing Board informed thereof.

2. For the implementation of such special activities, the Participating Countries concerned may agree upon voting procedures other than those provided for in Articles 61 and 62.

IMPLEMENTATION OF THE AGREEMENT

Article 66

Each Participating Country shall take the necessary measures, including any necessary legislative measures, to implement this Agreement and decisions taken by the Governing Board.

Chapter X

FINAL PROVISIONS

Article 67

1. Each Signatory State shall, not later than 1st May, 1975, notify the Government of the Kingdom of Belgium that, having complied with its constitutional procedures, it consents to be bound by this Agreement.
2. On the tenth day following the day on which at least six States holding at least 60 per cent of the combined voting weights mentioned in Article 62 have deposited a notification of consent to be bound or an instrument of accession, this Agreement shall enter into force for such States.
3. For each Signatory State which deposits its notification thereafter, this Agreement shall enter into force on the tenth day following the day of deposit.
4. The Governing Board, acting by majority, may upon request from any Signatory State decide to extend, with respect to that State, the time limit for notification beyond 1st May, 1975.

Article 68

1. Notwithstanding the provisions of Article 67, this Agreement shall be applied provisionally by all Signatory States, to the extent possible not inconsistent with their legislation, as from 18th November, 1974 following the first meeting of the Governing Board.

2. Provisional application of the Agreement shall continue until:

- the Agreement enters into force for the State concerned in accordance with Article 67, or
- 60 days after the Government of the Kingdom of Belgium receives notification that the State concerned will not consent to be bound by the Agreement, or
- the time limit for notification of consent by the State concerned referred to in Article 67 expires.

Article 69

1. This Agreement shall remain in force for a period of ten years from the date of its entry into force and shall continue in force thereafter unless and until the Governing Board, acting by majority, decides on its termination.

2. Any Participating Country may terminate the application of this Agreement for its part upon twelve months' written notice to the Government of the Kingdom of Belgium to that effect, given not less than three years after the first day of the provisional application of this Agreement.

Article 70

1. Any State may, at the time of signature, notification of consent to be bound in accordance with Article 67, accession or at any later date, declare by notification addressed to the Government of the Kingdom of Belgium that this Agreement shall apply to all or any of the territories for whose international relations it is responsible, or to any territories within its frontiers for whose oil supplies it is legally responsible.

2. Any declaration made pursuant to paragraph 1 may, in respect of any territory mentioned in such declaration, be withdrawn in accordance with the provisions of Article 69, paragraph 2.

Article 71

1. This Agreement shall be open for accession by any Member of the Organisation for Economic Co-operation and Development which is able and willing to meet the requirements of the Program. The Governing Board, acting by majority, shall decide on any request for accession.

2. This Agreement shall enter into force for any State whose request for accession has been granted on the tenth day following the deposit of its instrument of accession with the Government of the Kingdom of Belgium, or on the date of entry into force of the Agreement pursuant to Article 67, paragraph 2, whichever is the later.

3. Until 1st May, 1975, accession may take place on a provisional basis under the conditions set out in Article 68.

Article 72

1. This Agreement shall be open for accession by the European Communities.
2. This Agreement shall not in any way impede the further implementation of the treaties establishing the European Communities.

Article 73

This Agreement may at any time be amended by the Governing Board, acting by unanimity. Such amendment shall come into force in a manner determined by the Governing Board, acting by unanimity and making provision for Participating Countries to comply with their respective constitutional procedures.

Article 74

/ This Agreement shall be subject to a general review after 1st May, 1980.

Article 75

The Government of the Kingdom of Belgium shall notify all Participating Countries of the deposit of each notification of consent to be bound in accordance with Article 67, and of each instrument of accession, of the entry into force of this Agreement or any amendment thereto, of any denunciation thereof, and of any other declaration or notification received.

Article 76

The original of this Agreement, of which the English, French and German texts are equally authentic, shall be deposited with the Government of the Kingdom of Belgium, and a certified copy thereof shall be furnished to each other Participating Country by the Government of the Kingdom of Belgium.

**ACCORD
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**ACCORD
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DE L'ÉNERGIE**

LES GOUVERNEMENTS DE LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE, DE LA RÉPUBLIQUE D'AUTRICHE, DU ROYAUME DE BELGIQUE, DU CANADA, DU ROYAUME DE DANEMARK, DE L'ESPAGNE, DES ETATS-UNIS D'AMÉRIQUE, DE L'IRLANDE, DE LA RÉPUBLIQUE ITALIENNE, DU JAPON, DU GRAND-DUCHÉ DE LUXEMBOURG, DU ROYAUME DES PAYS-BAS, DU ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD, DU ROYAUME DE SUÈDE, DE LA CONFÉDÉRATION SUISSE ET DE LA RÉPUBLIQUE TURQUE,

DÉSIREUX de promouvoir la sécurité des approvisionnements en pétrole à des conditions raisonnables et équitables,

RÉSOLUS à prendre des mesures communes efficaces pour faire face aux crises d'approvisionnement pétrolier, en assurant une autonomie des approvisionnements pétroliers en cas d'urgence, en restreignant la demande et en répartissant entre lesdits pays, sur une base équitable, les quantités de pétrole disponibles,

DÉSIREUX de promouvoir des relations de coopération avec les pays producteurs de pétrole et avec les autres pays consommateurs de pétrole, notamment ceux qui appartiennent au monde en voie de développement, par un dialogue constructif ainsi que par d'autres formes de coopération, afin de développer les possibilités d'une meilleure compréhension entre pays consommateurs et producteurs.

SOUCIEUX des intérêts des autres pays consommateurs de pétrole et notamment ceux qui appartiennent au monde en voie de développement,

DÉSIREUX de jouer un rôle plus actif par rapport à l'industrie pétrolière en établissant un large système international d'information ainsi qu'un cadre permanent de consultation avec les compagnies pétrolières,

RÉSOLUS à réduire leur dépendance à l'égard des importations de pétrole en entreprenant en coopération des efforts à long terme visant la conservation de l'énergie, la mise en œuvre accélérée de sources d'énergie de substitution, la recherche et le développement dans le domaine de l'énergie ainsi que l'enrichissement de l'uranium,

CONVAINCUS que ces objectifs ne peuvent être atteints que par des efforts soutenus entrepris en coopération au sein d'institutions efficaces,

EXPRIMANT leur intention que de telles institutions soient établies dans le cadre de l'Organisation de Coopération et de Développement Economiques,

RECONNAISSANT que d'autres Pays Membres de l'Organisation de Coopération et de Développement Economiques peuvent souhaiter se joindre à leurs efforts,

CONSIDÉRANT la responsabilité spéciale qui incombe aux gouvernements en matière d'approvisionnements énergétiques,

CONCLUENT qu'il est nécessaire d'établir un Programme International de l'Energie dont la mise en œuvre sera assurée par une Agence Internationale de l'Energie, et, à cette fin,

SONT CONVENUS de ce qui suit :

Article I

1. Les Pays Participants mettent en œuvre le Programme International de l'Energie tel que défini dans le présent Accord, par le moyen de l'Agence Internationale de l'Energie, appelée ci-après l'*« Agence »*, qui fait l'objet du Chapitre IX.

2. Par *« Pays Participants »*, il faut entendre les Etats auxquels le présent Accord s'applique à titre provisoire et les Etats pour lesquels l'Accord est entré et demeure en vigueur.

3. Par *« groupé »*, il faut entendre les Pays Participants considérés en tant que groupe.

*Chapitre I***AUTONOMIE ÉNERGÉTIQUE
EN CAS D'URGENCE***Article 2*

1. Les Pays Participants établissent une autonomie commune des approvisionnements pétroliers en cas d'urgence. A cette fin, chaque Pays Participant maintient des réserves d'urgence suffisantes pour couvrir la consommation pendant au moins 60 jours sans importations nettes de pétrole. La consommation et les importations nettes de pétrole sont calculées sur la base du niveau quotidien moyen de l'année civile précédente.
2. Le Conseil de Direction décidera, le 1^{er} juillet 1975 au plus tard, à la majorité spéciale, de la date à compter de laquelle l'engagement en matière de réserves d'urgence de chaque Pays Participant, sur la base duquel est calculé son droit d'approvisionnement visé à l'Article 7, sera censé être porté à un niveau correspondant à 90 jours. Chaque Pays Participant porte le niveau effectif de ses réserves d'urgence à 90 jours en s'efforçant d'y parvenir pour la date ainsi décidée.
3. Par « engagement en matière de réserves d'urgence », il faut entendre les réserves d'urgence équivalentes à 60 jours d'importations nettes de pétrole conformément à l'alinéa 1 et, à compter de la date qui sera décidée selon les dispositions de l'alinéa 2, à 90 jours d'importations nettes de pétrole conformément à l'alinéa 2.

Article 3

1. L'engagement en matière de réserves d'urgence visé à l'Article 2 peut être rempli au moyen :
 - de stocks de pétrole,
 - d'une capacité de commutation de combustible,
 - d'une production pétrolière de réserve,conformément aux dispositions de l'Annexe qui fait partie intégrante du présent Accord.

2. Le Conseil de Direction décidera, le 1^{er} juillet 1975 au plus tard, à la majorité, de la mesure dans laquelle l'engagement en matière de réserves d'urgence peut être rempli par les divers éléments mentionnés au paragraphe 1.

Article 4

1. Le Groupe Permanent sur les questions urgentes vérifie en permanence l'efficacité des mesures prises par chaque Pays Participant pour remplir son engagement en matière de réserves d'urgence.

2. Le Groupe Permanent sur les questions urgentes fait rapport au Comité de Gestion qui soumet, s'il y a lieu, des propositions au Conseil de Direction. Celui-ci peut adopter à la majorité des recommandations aux Pays Participants.

*Chapitre II***RESTRICTION DE LA DEMANDE***Article 5*

1. Chaque Pays Participant tient prêt en permanence un programme d'éventuelles mesures de restriction de la demande de pétrole lui permettant de réduire son taux de consommation finale conformément au Chapitre IV.

2. Le Groupe Permanent sur les questions urgentes vérifie et évalue en permanence :

- le programme de mesures de restriction de la demande établi par chaque Pays Participant,
- l'efficacité des mesures effectivement prises par chaque Pays Participant.

3. Le Groupe Permanent sur les questions urgentes fait rapport au Comité de Gestion qui soumet, s'il y a lieu, des propositions au Conseil de Direction. Celui-ci peut adopter à la majorité des recommandations aux Pays Participants.

*Chapitre III***RÉPARTITION***Article 6*

1. Chaque Pays Participant prend les mesures nécessaires afin que la répartition du pétrole soit effectuée conformément au présent Chapitre et au Chapitre IV.

2. Le Groupe Permanent sur les questions urgentes vérifie et évalue de façon continue :

- les mesures prises par chaque Pays Participant en vue de répartir le pétrole conformément au présent Chapitre et au Chapitre IV,
- l'efficacité des mesures effectivement prises par chaque Pays Participant.

3. Le Groupe Permanent sur les questions urgentes fait rapport au Comité de Gestion qui soumet, s'il y a lieu, des propositions au Conseil de Direction. Celui-ci peut adopter à la majorité des recommandations aux Pays Participants.

4. Le Conseil de Direction détermine sans délai, à la majorité, les procédures pratiques de répartition du pétrole ainsi que les procédures et modalités de participation des compagnies pétrolières dans cette répartition, dans le cadre du présent Accord.

Article 7

1. Lorsque la répartition du pétrole est effectuée conformément aux Articles 13, 14 ou 15, chaque Pays Participant a droit à un approvisionnement égal à sa consommation autorisée, diminuée de son obligation d'abaissement des réserves d'urgence.

2. Un Pays Participant, dont le droit d'approvisionnement dépasse le total de sa production intérieure normale et de ses importations nettes réelles disponibles pendant une période d'urgence, a un droit d'allocation représentant le montant des importations nettes supplémentaires égal à cet excédent.

3. Un Pays Participant, dont le total de la production normale intérieure et des importations nettes réelles disponibles pendant une période d'urgence dépasse son droit d'approvisionnement, a une obligation de répartition en vertu de laquelle il est tenu

de fournir, directement ou indirectement, une quantité de pétrole égale à cet excédent à d'autres Pays Participants. Cette obligation n'empêche pas un Pays Participant de maintenir ses exportations de pétrole vers des pays non participants.

4. Par « consommation autorisée », il faut entendre le taux quotidien moyen de consommation finale admis lorsque des restrictions d'urgence de la demande ont été mises en vigueur au niveau approprié ; d'éventuelles restrictions supplémentaires de la demande volontairement effectuées par un Pays Participant n'affectent pas son droit d'allocation ou son obligation de répartition.

5. Par « obligation d'abaissement des réserves d'urgence », il faut entendre l'engagement en matière de réserves d'urgence d'un Pays Participant divisé par l'engagement total du groupe en matière de réserves d'urgence et multiplié par le déficit d'approvisionnement du groupe.

6. Par « déficit d'approvisionnement du groupe », il faut entendre le déficit du groupe, tel qu'il résulte de la consommation autorisée globale du groupe, diminuée du taux quotidien des approvisionnements en pétrole dont il dispose pendant une période d'urgence.

7. Par « approvisionnements en pétrole dont dispose le groupe », il faut entendre :

- la totalité du pétrole brut dont dispose le groupe,
- la totalité des produits pétroliers importés de l'extérieur du groupe, et
- la totalité des produits finis et des approvisionnements des raffineries, obtenus par l'utilisation de gaz naturel et du pétrole brut, et dont dispose le groupe.

8. Par « consommation finale », il faut entendre la consommation intérieure totale de tous les produits pétroliers finis.

Article 8

1. Lorsque du pétrole est alloué à un Pays Participant conformément à l'Article 17, ce Pays Participant :

- impute la réduction de ses approvisionnements en pétrole sur sa consommation finale à concurrence de 7 % de sa consommation finale pendant la période de référence,
- a un droit d'allocation égal au montant de la réduction de ses approvisionnements en pétrole, réduction qui a pour conséquence une réduction de sa consommation finale au-delà de ce niveau.

2. L'obligation d'allouer cette quantité de pétrole est partagée entre les autres Pays Participants sur la base de leur consommation finale pendant la période de référence.

3. Les Pays Participants peuvent remplir leurs obligations d'allocation par toutes mesures de leur choix, y compris par des mesures de restriction de la demande ou par l'utilisation des réserves d'urgence.

Article 9

1. Pour donner effet aux droits d'allocation et aux obligations d'allocation, les éléments suivants sont pris en considération :

- la totalité du pétrole brut,
- la totalité des produits pétroliers,
- la totalité des approvisionnements des raffineries, et
- la totalité des produits finis obtenus par l'utilisation de gaz naturel et de pétrole brut.

2. Pour calculer le droit d'allocation d'un Pays Participant, les produits pétroliers normalement importés par ce Pays, en provenance d'autres Pays Participants ou de pays non participants, sont convertis en équivalents de pétrole brut et considérés comme des importations de pétrole brut dans ce Pays Participant.

3. Dans la mesure du possible, les circuits normaux d'approvisionnement sont maintenus ainsi que la proportion normale des approvisionnements entre pétrole brut et produits, et entre les diverses catégories de pétrole brut et de produits.

4. Lorsque la répartition est mise en œuvre, le Programme a notamment pour objectif de répartir le pétrole brut et les produits disponibles, dans la mesure du possible, entre les secteurs du raffinage et de la distribution ainsi qu'entre les compagnies de raffinage et de distribution, conformément aux structures d'approvisionnement traditionnelles.

Article 10

1. Les objectifs du Programme consistent notamment à assurer un traitement équitable à tous les Pays Participants et à baser le prix du pétrole réparti entre eux sur les conditions de prix en vigueur pour des opérations commerciales comparables.

2. Les questions relatives au prix du pétrole alloué en cas d'urgence sont examinées par le Groupe Permanent sur les questions urgentes.

Article 11

1. Le Programme n'a pas pour objectif de chercher à accroître, en cas d'urgence, la part de l'approvisionnement mondial en pétrole dont le groupe disposait dans les conditions normales du marché. Les structures traditionnelles du commerce pétrolier devraient être maintenues dans toute la mesure raisonnable et il devrait être dûment tenu compte de la situation des différents pays non participants.

2. Afin d'assurer le respect des principes prévus à l'alinéa 1, le Comité de Gestion soumet, le cas échéant, des propositions au Conseil de Direction qui prend à la majorité une décision sur ces propositions.

*Chapitre IV***MISE EN VIGUEUR DES MESURES****MISE EN VIGUEUR DES MESURES***Article 12*

Lorsque le groupe dans son ensemble ou un Pays Participant subit, ou est raisonnablement susceptible de subir, une réduction de ses approvisionnements en pétrole, les mesures d'urgence — à savoir la restriction obligatoire de la demande visée au Chapitre II et la répartition du pétrole disponible visée au Chapitre III — sont mises en vigueur conformément au présent Chapitre.

Article 13

Lorsque le groupe subit, ou est raisonnablement susceptible de subir, une réduction du taux quotidien de ses approvisionnements en pétrole égale à 7 % au moins du taux quotidien moyen de sa consommation finale pendant la période de référence, chaque Pays Participant met en œuvre des mesures de restriction de la demande suffisantes pour réduire sa consommation finale d'un volume égal à 7 % de sa consommation finale pendant la période de référence ; la répartition du pétrole disponible entre les Pays Participants s'effectue conformément aux Articles 7, 9, 10 et 11.

Article 14

Lorsque le groupe subit, ou est raisonnablement susceptible de subir, une réduction du taux quotidien de ses approvisionnements en pétrole égale à 12 % au moins du taux quotidien moyen de sa consommation finale pendant la période de référence, chaque Pays Participant met en œuvre des mesures de restriction de la demande suffisantes pour réduire sa consommation finale d'un volume égal à 10 % de sa consommation finale pendant la période de référence ; la répartition du pétrole disponible entre les Pays Participants s'effectue conformément aux Articles 7, 9, 10 et 11.

Article 15

Lorsque les obligations quotidiennes cumulées d'abaissement des réserves d'urgence, telles qu'elles sont définies à l'Article 7, atteignent 50 % des engagements en matière de réserves d'approvisionnements d'urgence et qu'une décision a été prise conformément à l'Article 20, chaque Pays Participant prend les mesures ainsi décidées ; la répartition du pétrole disponible entre les Pays Participants s'effectue conformément aux Articles 7, 9, 10 et 11.

Article 16

Lorsque la restriction de la demande est mise en vigueur conformément au présent Chapitre, un Pays Participant peut, au lieu d'appliquer des mesures de restriction de la demande, utiliser la fraction des réserves d'urgence qu'il détient en plus de son engagement en matière de réserves d'urgence tels qu'il est défini dans le Programme.

Article 17

1. Lorsqu'un Pays Participant subit, ou est raisonnablement susceptible de subir, une réduction du taux quotidien de ses approvisionnements en pétrole ayant pour conséquence une réduction du taux quotidien de sa consommation finale d'un volume supérieur à 7 % du taux quotidien moyen de sa consommation finale pendant la période de référence, une allocation de pétrole disponible à ce Pays Participant s'effectue conformément aux Articles 8 à 11.

2. Une allocation de pétrole disponible intervient également lorsque les conditions énumérées à l'alinéa 1 sont réunies dans une région importante d'un Pays Participant

dont le marché pétrolier n'est pas complètement intégré. En ce cas, l'obligation d'allocation des autres Pays Participants sera réduite de l'obligation d'allocation théorique applicable à une ou plusieurs autres régions importantes du Pays Participant considéré.

Article 18

1. Par « période de référence », il faut entendre les quatre derniers trimestres précédant la période d'un trimestre nécessaire pour recueillir les informations voulues. La période de référence reste la même aussi longtemps que les mesures d'urgence sont appliquées au groupe ou à un Pays Participant.

2. Le Groupe Permanent sur les questions urgentes examine la période de référence définie à l'alinéa 1, en tenant compte en particulier de facteurs tels que la croissance, les variations saisonnières de la consommation et les évolutions cycliques, et fait rapport, le 1^{er} avril 1975 au plus tard, au Comité de Gestion. Le Comité de Gestion soumet, s'il y a lieu, des propositions au Conseil de Direction qui prend à la majorité une décision sur ces propositions, le 1^{er} juillet 1975 au plus tard.

Article 19

1. Lorsqu'une réduction des approvisionnements en pétrole se produit ou est raisonnablement susceptible de se produire dans les conditions prévues aux Articles 13, 14 ou 17, le Secrétariat procède à une constatation et évalue le montant de la réduction effective ou à prévoir pour chaque Pays Participant et pour le groupe. Le Secrétariat tient le Comité de Gestion informé de ses délibérations, soumet immédiatement sa constatation aux membres du Comité et en informe aussitôt les Pays Participants. Le rapport comprend des informations sur la nature de la réduction.

2. Dans les 48 heures suivant la communication de la constatation du Secrétariat, le Comité de Gestion se réunit pour vérifier l'exactitude des données recueillies et des informations fournies. Le Comité de Gestion fait rapport au Conseil de Direction dans les 48 heures suivant sa réunion. Son rapport expose les vues exprimées par ses membres, notamment toutes opinions quant à la conduite à suivre face à la situation d'urgence.

3. Dans les 48 heures suivant la réception du rapport du Comité de Gestion, le Conseil de Direction se réunit pour examiner la constatation faite par le Secrétariat à la lumière de ce rapport. La mise en vigueur des mesures d'urgence est considérée comme confirmée et les Pays Participants doivent les appliquer dans un délai de 15 jours suivant cette confirmation, à moins que le Conseil de Direction, se prononçant à une

majorité spéciale, ne décide, dans un nouveau délai de 48 heures, de ne pas mettre en vigueur les mesures d'urgence, de ne les mettre que partiellement en vigueur, ou de fixer une nouvelle date pour leur mise en vigueur.

4. Si, conformément à la constatation du Secrétariat, les conditions prévues par deux au moins des Articles 14, 13 et 17 sont remplies, toute décision de ne pas mettre en vigueur les mesures d'urgence doit être prise séparément pour chaque article et dans l'ordre indiqué ci-dessus. Si les conditions prévues à l'Article 17 sont remplies dans le cas de deux Pays Participants au moins, toute décision de ne pas mettre en vigueur le système d'allocation doit être prise séparément pour chaque pays.

5. Les décisions prises en application des alinéas 3 et 4 peuvent en tout temps être annulées par le Conseil de Direction se prononçant à la majorité.

6. Pour procéder à la constatation prévue au présent article, le Secrétariat consulte les compagnies pétrolières afin de recueillir leurs avis sur la situation et sur le caractère approprié des mesures à prendre.

7. Un comité consultatif international émanant de l'industrie pétrolière sera réuni, au plus tard au moment de la mise en vigueur des mesures d'urgence, afin d'aider l'Agence à assurer l'application effective de ces mesures.

Article 20

1. Le Secrétariat procède à une constatation, lorsque les obligations quotidiennes cumulées d'abaissement des réserves d'urgence atteignent, ou sont raisonnablement susceptibles d'atteindre 50 % des engagements en matière de réserves d'urgence. Il communique immédiatement sa constatation aux membres du Comité de Gestion et en informe les Pays Participants. Ce rapport comprend des informations relatives à la situation pétrolière.

2. Dans les 72 heures suivant la communication de la constatation établie par le Secrétariat, le Comité de Gestion se réunit pour examiner les données recueillies et les informations fournies. Sur la base des informations disponibles, le Comité de Gestion fait rapport au Conseil de Direction dans les 48 heures qui suivent et propose les mesures requises pour faire face aux nécessités de la situation, y compris le relèvement du niveau des restrictions obligatoires de la demande qui peut s'avérer nécessaire. Ce rapport expose les vues exprimées par les membres du Comité de Gestion.

3. Le Conseil de Direction se réunit dans les 48 heures suivant la réception du rapport et des propositions du Comité de Gestion. Il examine la constatation faite par le Secrétariat et le rapport du Comité de Gestion et, dans un nouveau délai de 48 heures, décide à la majorité spéciale des mesures requises pour faire face aux nécessités de la situation, y compris le relèvement du niveau des restrictions obligatoires de la demande qui peut s'avérer nécessaire.

Article 21

1. Tout Pays Participant peut demander au Secrétariat de procéder à une constatation conformément aux Articles 19 ou 20.

2. Si, dans les 72 heures suivant une telle demande, le Secrétariat n'a pas procédé à cette constatation, le Pays Participant peut demander au Comité de Gestion de se réunir et d'examiner la situation conformément aux dispositions du présent Accord.

3. Le Comité de Gestion se réunit dans les 48 heures suivant une telle demande afin d'examiner la situation. A la demande de tout Pays Participant, il fait rapport au Conseil de Direction dans un nouveau délai de 48 heures. Le rapport expose les vues exprimées par les membres du Comité de Gestion et par le Secrétariat, y compris toutes opinions quant à la conduite à suivre face à la situation.

4. Le Conseil de Direction se réunit dans un délai de 48 heures suivant la réception du rapport du Comité de Gestion. S'il constate, par un vote à la majorité, que les conditions stipulées aux Articles 13, 14, 15 ou 17 sont remplies, les mesures d'urgence sont mises en vigueur en conséquence.

Article 22

Le Conseil de Direction peut à tout moment décider à l'unanimité de mettre en vigueur toutes mesures d'urgence appropriées non prévues dans le présent Accord, si la situation l'exige.

LEVÉE DES MESURES

Article 23

1. Le Secrétariat procède à une constatation, lorsqu'une réduction des approvisionnements, telle que mentionnée aux Articles 13, 14 ou 17, a atteint, ou est raisonnablement susceptible d'atteindre un niveau inférieur à celui stipulé dans l'Article concerné. Il tient le Comité de Gestion informé de ses délibérations, fait immédiatement rapport sur sa constatation aux membres du Comité et en informe les Pays Participants.

2. Dans les 72 heures suivant la communication de la constatation établie par le Secrétariat, le Comité de Gestion se réunit pour examiner les données recueillies et les informations fournies. Il fait rapport au Conseil de Direction dans un nouveau délai de

48 heures suivant sa réunion. Ce rapport expose les vues exprimées par les membres du Comité de Gestion, y compris toutes opinions quant à la conduite à suivre face à la situation d'urgence.

3. Dans les 48 heures suivant la réception du rapport du Comité de Gestion, le Conseil de Direction se réunit pour examiner la constatation établie par le Secrétariat à la lumière de ce rapport. La levée des mesures d'urgence ou la réduction applicable au niveau de restriction de la demande est considérée comme confirmée à moins que le Conseil de Direction ne décide à la majorité spéciale et dans un nouveau délai de 48 heures de maintenir les mesures d'urgence ou de ne les lever que partiellement.

4. En procédant à sa constatation conformément au présent article, le Secrétariat consulte le comité consultatif international mentionné à l'Article 19, alinéa 7, afin de recueillir ses vues sur la situation et sur le caractère approprié des mesures à prendre.

5. Tout Pays Participant peut demander au Secrétariat de procéder à une constatation en vertu du présent article.

Article 24

Lorsque des mesures d'urgence sont en vigueur, et que le Secrétariat n'a pas effectué la constatation prévue à l'Article 23, le Conseil de Direction peut à tout moment décider à la majorité spéciale de lever les mesures en totalité ou en partie.

*Chapitre V***SYSTÈME D'INFORMATIONS RELATIVES
AU MARCHÉ PÉTROLIER INTERNATIONAL***Article 25*

1. Les Pays Participants établissent un système d'informations comprenant deux sections :

- une section générale relative à la situation sur le marché pétrolier international et aux activités des compagnies pétrolières,
- une section spéciale visant à assurer le fonctionnement efficace des mesures décrites aux Chapitres I à IV.

2. Le système fonctionne de façon permanente, en période normale comme en cas d'urgence, et de manière à préserver le caractère confidentiel des informations fournies.

3. Le Secrétariat est responsable du fonctionnement du système d'informations et il met les informations recueillies à la disposition des Pays Participants.

Article 26

Par « compagnies pétrolières », il faut entendre les compagnies internationales, les compagnies nationales, les compagnies non intégrées ainsi que d'autres entités jouant un rôle important dans l'industrie pétrolière internationale.

SECTION GÉNÉRALE*Article 27*

1. Dans le cadre de la section générale du système d'informations, les Pays Participants mettent régulièrement à la disposition du Secrétariat des informations rela-

tives aux données précises identifiées conformément à l'Article 29 sur les sujets énumérés ci-après et visant les compagnies pétrolières dont les activités relèvent de leur juridiction respective :

- (a) Structure de la compagnie ;
- (b) Structure financière, y compris bilans, comptes de profits et pertes, et impôts payés ;
- (c) Investissements réalisés ;
- (d) Conditions des arrangements donnant accès aux principales sources de pétrole brut ;
- (e) Taux de production courants et évolution prévue ;
- (f) Allocation de pétrole brut disponible à des filiales et à d'autres clients (critères et réalisations) ;
- (g) Stocks ;
- (h) Coût du pétrole brut et des produits pétroliers ;
- (i) Prix, y compris les prix de cession interne aux filiales ;
- (j) Autres sujets choisis par décision unanime du Conseil de Direction.

2. Chaque Pays Participant prend les mesures appropriées pour faire en sorte que toutes les compagnies pétrolières dont l'activité relève de sa juridiction mettent à sa disposition les informations nécessaires pour lui permettre de remplir les obligations qui lui incombent aux termes de l'alinéa 1, compte tenu des informations pertinentes qui sont déjà à la disposition du public ou des gouvernements.

3. Chaque Pays Participant fournit des informations qui ne font pas l'objet de droits de propriété, ventilées par compagnie et/ou par pays, suivant les cas, d'une manière et avec une précision qui ne portent pas préjudice à la concurrence ni n'aillent à l'encontre des prescriptions légales en matière de concurrence en vigueur dans l'un des Pays Participants.

4. Aucun Pays Participant n'est habilité à obtenir, dans le cadre de la section générale, des informations sur les activités d'une compagnie dont les opérations relèvent de sa juridiction, qu'il ne pourrait obtenir de cette compagnie en vertu de ses lois ou par ses institutions et coutumes, si les opérations de la compagnie ne relevaient que de sa seule juridiction.

Article 28

Par informations « qui ne font pas l'objet de droits de propriété », il faut entendre les informations qui ne constituent ni ne concernent des brevets, marques de

fabrique ou de commerce, procédés ou applications scientifiques ou industriels, ventes individuelles, déclarations d'impôt, listes de clients ou informations géologiques et géophysiques, y compris les cartes.

Article 29

1. Dans un délai de 60 jours suivant le premier jour de l'application provisoire du présent Accord, et ultérieurement si cela s'avère approprié, le Groupe Permanent sur le marché pétrolier soumet au Comité de Gestion un rapport précisant les données visées dans la liste des sujets de l'Article 27, alinéa 1, nécessaires au fonctionnement efficace de la section générale, et spécifiant les procédures à suivre pour obtenir régulièrement ces informations.
2. Le Comité de Gestion examine le rapport et soumet des propositions au Conseil de Direction qui, dans les 30 jours de la présentation du rapport au Comité de Gestion, prend à la majorité les décisions nécessaires à la mise en place et au fonctionnement efficace de la section générale.

Article 30

En établissant ses rapports prévus à l'Article 29, le Groupe Permanent sur le marché pétrolier

- consulte les compagnies pétrolières pour s'assurer de la compatibilité du système avec les activités de l'industrie ;
- identifie les problèmes et les questions spécifiques dont se préoccupent les Pays Participants ;
- identifie les données particulières utiles et nécessaires à la solution de tels problèmes et de telles questions ;
- élaboré des normes précises pour harmoniser les informations requises de manière à assurer la comparabilité des données ;
- élaboré des procédures assurant le caractère confidentiel des informations.

Article 31

1. Le Groupe Permanent sur le marché pétrolier vérifie en permanence le fonctionnement de la section générale.

2. En cas de modification de la situation du marché pétrolier international, le Groupe Permanent sur le marché pétrolier fait rapport au Comité de Gestion. Celui-ci soumet au Conseil de Direction des propositions sur les modifications appropriées ; le Conseil de Direction prend à la majorité une décision au sujet de ces propositions.

SECTION SPÉCIALE

Article 32

1. Dans le cadre de la section spéciale du système d'informations, les Pays Participants mettent à la disposition du Secrétariat toutes les informations nécessaires au fonctionnement efficace des mesures d'urgence.

2. Chaque Pays Participant prend les mesures appropriées pour faire en sorte que toutes les compagnies pétrolières dont l'activité relève de sa juridiction mettent à sa disposition les informations nécessaires pour lui permettre de remplir les obligations qui lui incombent aux termes de l'alinéa 1 et de l'Article 33.

3. Sur la base de ces informations et des autres informations disponibles, le Secrétariat examine de façon continue les approvisionnements en pétrole et la consommation de pétrole au sein du groupe et dans chaque Pays Participant.

Article 33

Dans le cadre de la section spéciale, les Pays Participants mettent régulièrement à la disposition du Secrétariat des informations relatives aux données précises identifiées conformément à l'Article 34 et se rapportant aux sujets suivants :

- (a) Consommation de pétrole et approvisionnement en pétrole ;
- (b) Mesures de restriction de la demande ;
- (c) Niveaux des réserves d'urgence ;
- (d) Disponibilité et utilisation de moyens de transport ;
- (e) Niveaux actuels et prévus de l'offre et de la demande internationales ;
- (f) Autres sujets choisis par décision unanime du Conseil de Direction.

Article 34

1. Dans les 30 jours suivant le premier jour de l'application provisoire du présent Accord, le Groupe Permanent sur les questions urgentes soumet au Comité de Gestion un rapport identifiant les données précises visées dans la liste des sujets de l'Article 33 nécessaires dans le cadre de la section spéciale à l'application efficace des mesures d'urgence, et indiquant les procédures à suivre pour obtenir régulièrement ces données, y compris les procédures accélérées pour les périodes d'urgence.
2. Le Comité de Gestion examine le rapport et soumet des propositions au Conseil de Direction qui, dans les 30 jours de la présentation du rapport au Comité de Gestion, prend à la majorité les décisions nécessaires à la mise en place et au fonctionnement efficace de la section spéciale.

Article 35

En établissant ses rapports conformément à l'Article 34, le Comité Permanent sur les questions urgentes

- consulte les compagnies pétrolières pour s'assurer de la compatibilité du système avec les activités de l'industrie ;
- élaboré des normes précises pour harmoniser les informations requises de manière à assurer la comparabilité des données ;
- élaboré des procédures assurant le caractère confidentiel des informations.

Article 36

1. Le Groupe Permanent sur les questions urgentes examine en permanence le fonctionnement de la section spéciale et, s'il y a lieu, fait rapport au Comité de Gestion. Le Comité de Gestion soumet au Conseil de Direction des propositions sur des modifications appropriées ; le Conseil de Direction prend à la majorité une décision au sujet de ces propositions.

*Chapitre VI***CADRE DE CONSULTATION
AVEC LES COMPAGNIES PÉTROLIÈRES***Article 37*

1. Les Pays Participants établissent au sein de l'Agence un cadre permanent de consultation dans lequel un ou plusieurs Pays Participants peuvent, de façon appropriée, consulter individuellement des compagnies pétrolières et leur demander des informations sur tous les aspects importants de l'industrie pétrolière, et dans lequel les Pays Participants peuvent mettre en commun les résultats de ces consultations.

2. Le cadre de consultation est placé sous les auspices du Groupe Permanent sur le marché pétrolier.

3. Dans les 60 jours suivant le premier jour de l'application provisoire du présent Accord, et ultérieurement s'il y a lieu, le Groupe Permanent sur le marché pétrolier, après consultation des compagnies pétrolières, soumet au Comité de Gestion un rapport sur les procédures à suivre pour ces consultations. Le Comité de Gestion examine le rapport et soumet des propositions au Conseil de Direction qui, dans les 30 jours suivant la présentation du rapport au Comité de Gestion, prend à la majorité une décision au sujet de ces procédures.

Article 38

1. Le Groupe Permanent sur le marché pétrolier présente au Comité de Gestion un rapport sur ses consultations avec toute compagnie pétrolière dans les 30 jours suivant ces consultations.

2. Le Comité de Gestion examine le rapport et peut faire au Conseil de Direction des propositions d'action appropriée à entreprendre en coopération ; le Conseil de Direction prend une décision au sujet de ces propositions.

Article 39

1. Le Groupe Permanent sur le marché pétrolier évalue en permanence les résultats des consultations avec les compagnies pétrolières et les renseignements recueillis auprès de ces dernières.

2. Sur la base de ces évaluations, le Groupe Permanent peut examiner et évaluer la situation pétrolière internationale ainsi que la position de l'industrie pétrolière ; il fait rapport au Comité de Gestion.

3. Le Comité de Gestion examine ces rapports et présente au Conseil de Direction des propositions d'action appropriée à entreprendre en coopération ; le Conseil de Direction prend une décision au sujet de ces propositions.

Article 40

Le Groupe Permanent sur le marché pétrolier présente chaque année au Comité de Gestion un rapport général relatif au fonctionnement du cadre de consultation avec les compagnies pétrolières.

Chapitre VII

**COOPÉRATION À LONG TERME
DANS LE DOMAINE DE L'ÉNERGIE**

Article 41

1. Les Pays Participants sont résolus à réduire à plus long terme leur dépendance à l'égard des importations de pétrole en vue de couvrir la totalité de leurs besoins énergétiques.

2. A cette fin, et dans les domaines définis à l'Article 42, les Pays Participants entreprendront des programmes nationaux et favoriseront l'adoption de programmes de coopération y compris, s'il y a lieu, le partage des moyens et des efforts, tout en se concentrant sur leurs politiques nationales.

Article 42

1. Le Groupe Permanent sur la coopération à long terme examine l'action à entreprendre en coopération et fait rapport au Comité de Gestion. Les domaines suivants sont en particulier pris en considération :

- (a) Conservation de l'énergie et notamment programmes de coopération visant
 - des échanges d'expériences nationales et d'informations en matière de conservation de l'énergie ;
 - des voies et moyens propres à limiter, par la conservation, l'augmentation de la consommation d'énergie.
- (b) Développement de sources d'énergie de substitution, telles que pétrole d'origine nationale, charbon, gaz naturel, énergie nucléaire et énergie hydro-électrique et, notamment, programmes de coopération visant
 - des échanges d'informations sur des sujets tels que les ressources, l'offre et la demande, les prix et la fiscalité ;
 - des voies et moyens propres à limiter l'augmentation de la consommation de pétrole importé grâce au développement de sources d'énergie de substitution ;
 - des projets concrets et notamment des projets financés en commun ;
 - des critères, objectifs de qualité et normes pour la protection de l'environnement.
- (c) Recherche et développement en matière d'énergie et notamment, en priorité, programmes de coopération dans les domaines suivants
 - technologie du charbon ;
 - énergie solaire ;
 - gestion des déchets radioactifs ;
 - fusion thermonucléaire contrôlée ;
 - production d'hydrogène à partir de l'eau ;
 - sécurité nucléaire ;
 - utilisation des rejets thermiques ;
 - conservation de l'énergie ;
 - utilisation des déchets urbains et industriels aux fins de conservation de l'énergie ;
 - analyse du système énergétique global et études de caractère général.
- (d) Enrichissement de l'uranium et, notamment, programmes de coopération visant
 - à surveiller l'évolution de l'approvisionnement en uranium naturel et enrichi ;
 - à faciliter le développement des ressources en uranium naturel et des services d'enrichissement ;

- à encourager les consultations qui peuvent être nécessaires pour régler les problèmes internationaux que peut soulever l'accroissement des approvisionnements en uranium enrichi ;
- à organiser les opérations nécessaires de collecte, d'analyse et de diffusion de données relatives à la planification des services d'enrichissement.

2. Pour examiner les domaines d'action à entreprendre en coopération, le Groupe Permanent tient dûment compte des activités poursuivies ailleurs.

3. Les programmes mis en œuvre en vertu de l'alinéa 1 peuvent être financés en commun. Ce financement en commun peut être régi par l'Article 64, alinéa 2.

Article 43

1. Le Comité de Gestion examine les rapports du Groupe Permanent et soumet des propositions appropriées au Conseil de Direction, qui prendra une décision au sujet de ces propositions le 1^{er} juillet 1975 au plus tard.

2. Le Conseil de Direction prend en considération les possibilités de coopération qui peuvent se présenter dans un cadre plus large.

Chapitre VIII

**RELATIONS AVEC LES PAYS PRODUCTEURS
ET LES AUTRES PAYS
CONSOMMATEURS**

Article 44

Les Pays Participants s'efforceront de promouvoir des relations de coopération avec les pays producteurs de pétrole et avec les autres pays consommateurs de pétrole, notamment les pays en développement. Ils suivront l'évolution de la situation dans le

domaine de l'énergie en vue de déterminer les possibilités d'établir et en vue de promouvoir un dialogue constructif ainsi que d'autres formes de coopération avec les pays producteurs et avec les autres pays consommateurs.

Article 45

Pour atteindre les objectifs définis à l'Article 44, les Pays Participants prendront pleinement en considération les besoins et les intérêts d'autres pays consommateurs et, en particulier, des pays en développement.

Article 46

Les Pays Participants procéderont, dans le cadre du Programme, à des échanges de vues sur leurs relations avec les pays producteurs de pétrole. A cette fin, les Pays Participants devraient s'informer mutuellement des actions qu'ils ont entreprises en coopération avec les pays producteurs et qui présentent un intérêt au regard des objectifs du Programme.

Article 47

Les Pays Participants, dans le contexte du Programme,

- rechercheront, à la lumière de l'examen permanent de l'évolution de la situation énergétique internationale et de ses effets sur l'économie mondiale, les possibilités et les moyens d'encourager la stabilité des échanges pétroliers internationaux et de promouvoir la sécurité des approvisionnements pétroliers à des conditions raisonnables et équitables pour chaque Pays Participant ;
- considéreront, à la lumière des travaux en cours dans d'autres organisations internationales, d'autres domaines possibles de coopération, notamment les perspectives de coopération en matière d'industrialisation accélérée et de développement socio-économique des principales régions productrices ainsi que les conséquences à en attendre pour les échanges et les investissements internationaux ;
- examineront en permanence les perspectives de coopération avec les pays producteurs de pétrole sur les questions énergétiques d'intérêt commun telles que la conservation de l'énergie, le développement de sources de substitution, la recherche et le développement.

Article 48

1. Le Groupe Permanent sur les relations avec les pays producteurs et les autres pays consommateurs examinera les questions décrites dans le présent chapitre et fera rapport à ce sujet au Comité de Gestion.
2. Le Comité de Gestion peut, sur ces questions, présenter au Conseil de Direction des propositions d'action appropriée à entreprendre en coopération ; le Conseil de Direction prend une décision sur lesdites propositions.

*Chapitre IX***DISPOSITIONS INSTITUTIONNELLES
ET GÉNÉRALES***Article 49*

1. L'Agence comprend les organes suivants :
 - un Conseil de Direction
 - un Comité de Gestion
 - des Groupes Permanents sur
 - les questions urgentes
 - le marché pétrolier
 - la coopération à long terme
 - les relations avec les pays producteurs et les autres pays consommateurs.
2. Le Conseil de Direction ou le Comité de Gestion, se prononçant à la majorité, peuvent créer tout autre organe nécessaire à la mise en œuvre du Programme.
3. L'Agence dispose d'un Secrétariat qui assiste les organes mentionnés aux alinéas 1 et 2.

CONSEIL DE DIRECTION

Article 50

1. Le Conseil de Direction est composé d'un ou de plusieurs Ministres de chaque Pays Participant, ou de leurs délégués.
2. Le Conseil de Direction adopte à la majorité son propre règlement de procédure. Sauf s'il en est décidé autrement dans ce règlement de procédure, ce règlement s'applique aussi au Comité de Gestion et aux Groupes Permanents.
3. Le Conseil de Direction élit à la majorité son président et ses vice-présidents.

Article 51

1. Le Conseil de Direction adopte les décisions et fait les recommandations nécessaires au bon fonctionnement du Programme.
2. Le Conseil de Direction examine périodiquement l'évolution de la situation énergétique internationale, notamment les problèmes relatifs aux approvisionnements en pétrole d'un ou de plusieurs Pays Participants, ainsi que les conséquences économiques et monétaires qui en découlent ; il prend les mesures appropriées. Dans ses activités se rapportant aux conséquences économiques et monétaires de l'évolution de la situation énergétique internationale, le Conseil de Direction tient compte des compétences et des activités des institutions internationales responsables des questions économiques et monétaires générales.
3. Le Conseil de Direction, se prononçant à la majorité, peut déléguer l'une quelconque de ses fonctions à tout autre organe de l'Agence.

Article 52

1. Sous réserve de l'Article 61, alinéa 2, et de l'Article 65, les décisions adoptées conformément au présent Accord par le Conseil de Direction, ou par tout autre organe ayant à cet effet reçu délégation de ce Conseil, ont force obligatoire pour les Pays Participants.
2. Les recommandations n'ont pas force obligatoire.

COMITÉ DE GESTION

Article 53

1. Le Comité de Gestion est composé d'un ou de plusieurs représentants de haut niveau désignés par le gouvernement de chaque Pays Participant.
2. Le Comité de Gestion exerce les fonctions qui lui sont assignées par le présent Accord, ainsi que toute autre fonction qui lui est déléguée par le Conseil de Direction.
3. Le Comité de Gestion peut examiner toute question entrant dans le champ d'application du présent Accord et, s'il y a lieu, soumettre au Conseil de Direction des propositions à ce sujet.
4. Le Comité de Gestion se réunit à la demande de tout Pays Participant.
5. Le Comité de Gestion élit à la majorité son président et ses vice-présidents.

GROUPES PERMANENTS

Article 54

1. Chaque Groupe Permanent est composé d'un ou de plusieurs représentants du gouvernement de chaque Pays Participant.
2. Le Comité de Gestion élit à la majorité les présidents et vice-présidents des Groupes Permanents.

Article 55

1. Le Groupe Permanent sur les questions urgentes exerce les fonctions qui lui sont assignées par les Chapitres I à V et par l'Annexe, ainsi que toute autre fonction qui lui est déléguée par le Conseil de Direction.
2. Le Groupe Permanent peut examiner toute question entrant dans le champ d'application des Chapitres I à V et de l'Annexe et faire rapport au Comité de Gestion à ce sujet.

3. Le Groupe Permanent peut consulter les compagnies pétrolières sur tout sujet relevant de sa compétence.

Article 56

1. Le Groupe Permanent sur le marché pétrolier exerce les fonctions qui lui sont assignées par les Chapitres V et VI, ainsi que toute autre fonction qui lui est déléguée par le Conseil de Direction.
2. Le Groupe Permanent peut examiner toute question entrant dans le champ d'application des Chapitres V et VI et faire rapport au Comité de Gestion à ce sujet.
3. Le Groupe Permanent peut consulter les compagnies pétrolières sur tout sujet relevant de sa compétence.

Article 57

1. Le Groupe Permanent sur la coopération à long terme exerce les fonctions qui lui sont assignées par le Chapitre VII, ainsi que toute autre fonction qui lui est déléguée par le Conseil de Direction.
2. Le Groupe Permanent peut examiner toute question entrant dans le champ d'application du Chapitre VII et faire rapport au Comité de Gestion à ce sujet.

Article 58

1. Le Groupe Permanent sur les relations avec les pays producteurs et les autres pays consommateurs exerce les fonctions qui lui sont assignées par le Chapitre VIII, ainsi que toute autre fonction qui lui est déléguée par le Conseil de Direction.
2. Le Groupe Permanent peut examiner toute question entrant dans le champ d'application du Chapitre VIII et faire rapport au Comité de Gestion à ce sujet.
3. Le Groupe Permanent peut consulter les compagnies pétrolières sur tout sujet relevant de sa compétence.

SECRÉTARIAT

Article 59

1. Le Secrétariat se compose d'un Directeur exécutif et du personnel nécessaire.
2. Le Directeur exécutif est nommé par le Conseil de Direction.
3. Dans l'exercice des fonctions qui leur sont assignées par le présent Accord, le Directeur exécutif et le personnel sont responsables envers les organes de l'Agence auxquels ils font rapport.
4. Le Conseil de Direction prend à la majorité toutes les décisions nécessaires à la création et au fonctionnement du Secrétariat.

Article 60

Le Secrétariat exerce les fonctions qui lui sont assignées par le présent Accord et toute autre fonction que lui assigne le Conseil de Direction.

PROCÉDURE DE VOTE

Article 61

1. Le Conseil de Direction adopte comme suit les décisions et recommandations qui, dans le présent Accord, ne font l'objet d'aucune disposition expresse relative à la procédure de vote :

- (a) à la majorité :
 - les décisions relatives à la gestion du Programme, notamment les décisions appliquant des dispositions du présent Accord qui imposent déjà des obligations spécifiques aux Pays Participants ;
 - les décisions relatives aux questions de procédure ;
 - les recommandations ;

(b) à l'unanimité :

- toutes les autres décisions, notamment, en particulier, les décisions qui imposent aux Pays Participants des obligations nouvelles non encore stipulées dans le présent Accord.

2. Les décisions mentionnées à l'alinéa 1, lettre b, peuvent prévoir :

- (a) qu'elles n'auront pas force obligatoire pour un ou plusieurs Pays Participants ;
- (b) qu'elles n'auront force obligatoire que dans certaines conditions.

Article 62

1. L'unanimité requiert l'ensemble des voix des Pays Participants présents et votants. Les pays qui s'abstiennent sont comptés comme non votants.

2. Lorsque la majorité ou la majorité spéciale est requise, les droits de vote des Pays Participants sont pondérés comme suit :

	Droits de vote généraux	Droits de vote afférents à la consommation de pétrole	Droits de vote combinés
Allemagne	3	8	11
Autriche	3	1	4
Belgique	3	2	5
Canada	3	5	8
Danemark	3	1	4
Espagne	3	2	5
Etats-Unis	3	48	51
Irlande	3	0	3
Italie	3	6	9
Japon	3	15	18
Luxembourg	3	0	3
Pays-Bas	3	2	5
Royaume-Uni	3	6	9
Suède	3	2	5
Suisse	3	1	4
Turquie	3	1	4
<hr/>			
Totaux	48	100	148

3. La majorité requiert 60 % du total des droits de vote combinés et 50 % des droits de vote généraux exprimés.

4. La majorité spéciale requiert :

(a) 60 % du total des droits de vote combinés et 36 droits de vote généraux pour

- la décision visée à l'Article 2, alinéa 2, relative à l'accroissement de l'engagement en matière de réserves d'urgence ;
- les décisions visées à l'Article 19, alinéa 3, de ne pas mettre en vigueur les mesures d'urgence prévues par les Articles 13 et 14 ;
- les décisions visées à l'Article 20, alinéa 3, relatives aux mesures requises pour faire face aux nécessités de la situation ;
- les décisions visées à l'Article 23, alinéa 3, de maintenir les mesures d'urgence prévues par les Articles 13 et 14 ;
- les décisions visées à l'Article 24, de lever les mesures d'urgence prévues par les Articles 13 et 14.

(b) 42 droits de vote généraux pour :

- les décisions visées à l'Article 19, alinéa 3, de ne pas mettre en vigueur les mesures d'urgence prévues par l'Article 17 ;
- les décisions visées à l'Article 23, alinéa 3, de maintenir les mesures d'urgence prévues par l'Article 17 ;
- les décisions visées à l'Article 24 de lever les mesures d'urgence prévues par l'Article 17.

5. Le Conseil de Direction décide à l'unanimité de l'accroissement, de la réduction et de la redistribution nécessaires dont les droits de vote mentionnés à l'alinéa 2 font l'objet ainsi que des amendements à apporter aux conditions de vote stipulées aux alinéas 3 et 4 dans le cas où

- un pays adhère au présent Accord conformément à l'Article 71, ou
- un pays se retire du présent Accord conformément à l'Article 68, alinéa 2, ou à l'Article 69, alinéa 2.

6. Le Conseil de Direction examine chaque année le nombre et la répartition des droits de vote prévus à l'alinéa 2 et, sur base de cet examen, décide à l'unanimité s'il y a lieu d'accroître ou de réduire, de redistribuer ces droits de vote ou de combiner ces deux opérations en raison d'un changement dans la part prise par un Pays Participant dans la consommation totale de pétrole, ou pour toute autre raison.

7. Toute modification aux alinéas 2, 3 ou 4 doit être fondée sur les principes qui sont à la base de ces alinéas et de l'alinéa 6.

RELATIONS AVEC D'AUTRES ENTITÉS

Article 63

En vue de réaliser les objectifs du Programme, l'Agence peut établir des relations appropriées avec des pays non participants, des organisations internationales, gouvernementales ou non gouvernementales, et d'autres entités et personnes physiques.

DISPOSITIONS FINANCIÈRES

Article 64

1. Les dépenses du Secrétariat et toutes les autres dépenses communes sont réparties entre tous les Pays Participants suivant un barème de contributions élaboré conformément aux principes et règles énoncés dans l'Annexe à la « Résolution du Conseil de l'OCDE relative à l'établissement du barème des contributions des pays Membres au Budget de l'Organisation » du 10 décembre 1963. A l'issue de la première année d'application du présent Accord, le Conseil de Direction examinera ce barème des contributions et décidera à l'unanimité de toute modification appropriée, conformément à l'Article 73.

2. Les dépenses spéciales engagées à l'occasion d'activités spéciales entreprises conformément à l'Article 65 sont réparties entre les Pays Participants qui prennent part à ces activités spéciales dans les proportions que ces pays conviennent à l'unanimité d'appliquer entre eux.

3. Le Directeur exécutif soumet au Conseil de Direction, conformément au règlement financier adopté par celui-ci, le 1^{er} octobre de chaque année au plus tard, un projet de budget comprenant les besoins en personnel. Le Conseil de Direction adopte le budget à la majorité.

4. Le Conseil de Direction adopte à la majorité toute autre décision nécessaire relative à l'administration financière de l'Agence.

5. L'exercice financier commence le 1^{er} janvier et se termine le 31 décembre de chaque année. A la fin de chaque exercice financier, les recettes et les dépenses sont soumises à vérification comptable.

ACTIVITÉS SPÉCIALES

Article 65

1. Deux ou plusieurs Pays Participants peuvent décider d'entreprendre, dans le cadre du présent Accord, des activités spéciales différentes de celles qui doivent être entreprises par l'ensemble des Pays Participants en vertu des dispositions des Chapitres I à V. Les Pays Participants qui ne souhaitent pas prendre part à ces activités spéciales s'abstiennent de prendre part à ces décisions et ne sont pas liés par ces dernières. Les Pays Participants qui poursuivent des activités de ce genre en tiennent le Conseil de Direction informé.

2. Pour la mise en œuvre de ces activités spéciales, les Pays Participants intéressés peuvent se mettre d'accord sur des procédures de vote différentes de celles prévues aux Articles 61 et 62.

MISE EN ŒUVRE DE L'ACCORD

Article 66

Chaque Pays Participant prend les mesures nécessaires, y compris toute mesure législative requise en vue de mettre en œuvre le présent Accord et les décisions prises par le Conseil de Direction.

*Chapitre X***DISPOSITIONS FINALES***Article 67*

1. Chaque Etat Signataire notifiera, au plus tard le 1^{er} mai 1975, au Gouvernement du Royaume de Belgique que, s'étant conformé à ses procédures constitutionnelles, il consent à être lié par le présent Accord.
2. Le dixième jour suivant le dépôt de cette notification ou d'un instrument d'adhésion par six Etats au moins détenant 60 % au moins des droits de vote combinés auxquels se réfère l'Article 62, le présent Accord entrera en vigueur à l'égard de ces Etats.
3. Pour chaque Etat Signataire qui dépose son instrument de notification ultérieurement, le présent Accord entrera en vigueur le dixième jour suivant la date du dépôt.
4. A la demande de tout Etat Signataire, le Conseil de Direction peut décider à la majorité de proroger le délai de notification au-delà du 1^{er} mai 1975 en ce qui concerne cet Etat.

Article 68

1. Nonobstant les dispositions de l'Article 67, le présent Accord sera appliqué à titre provisoire par tous les Etats Signataires, dans toute la mesure compatible avec leur législation, à compter du 18 novembre 1974, après la première réunion du Conseil de Direction.
2. L'application provisoire de l'Accord se poursuivra :
 - jusqu'à ce que l'Accord entre en vigueur à l'égard de l'Etat considéré conformément à l'Article 67, ou
 - pendant 60 jours après réception par le Gouvernement du Royaume de Belgique de la notification par laquelle l'Etat considéré fait savoir qu'il ne consent pas à être lié par l'Accord, ou
 - jusqu'à l'expiration du délai dans lequel l'Etat considéré peut notifier son consentement en vertu de l'Article 67.

Article 69

1. Le présent Accord restera en vigueur pendant une durée de dix ans à compter de la date de son entrée en vigueur et demeurera ensuite en vigueur aussi longtemps que le Conseil de Direction n'aura pas décidé à la majorité d'y mettre fin.
2. Tout Pays Participant peut mettre fin, en ce qui le concerne, à l'application du présent Accord moyennant un préavis écrit de douze mois au Gouvernement du Royaume de Belgique, ce préavis ne pouvant toutefois être donné au plus tôt que trois ans après le premier jour de l'application à titre provisoire du présent Accord.

Article 70

1. Tout Etat peut, au moment de la signature, de la notification de son consentement à être lié par l'Accord conformément à l'Article 67, de son adhésion ou à toute autre date ultérieure déclarer par notification adressée au Gouvernement du Royaume de Belgique que le présent Accord s'applique à l'ensemble ou à l'un des territoires dont il est chargé d'assurer les relations internationales ou à tout territoire situé à l'intérieur de ses frontières et dont l'approvisionnement en pétrole lui incombe légalement.
2. Toute déclaration faite en vertu de l'alinéa 1 peut, pour tout territoire mentionné dans ladite déclaration, être retirée conformément aux dispositions de l'Article 69, alinéa 2.

Article 71

1. Le présent Accord est ouvert à l'adhésion de tout Membre de l'Organisation de Coopération et de Développement Economiques en mesure d'observer les obligations du Programme et disposé à le faire. Le Conseil de Direction décide à la majorité de la suite à donner à toute demande d'adhésion.
2. Le présent Accord entrera en vigueur à l'égard de tout Etat dont la demande d'adhésion a été agréée le dixième jour suivant le dépôt par cet Etat de son instrument d'adhésion auprès du Gouvernement du Royaume de Belgique ou à la date d'entrée en vigueur de l'Accord en vertu de l'Article 67, alinéa 2, si celle-ci est postérieure.
3. Jusqu'au 1^{er} mai 1975, l'adhésion peut intervenir sur une base provisoire dans les conditions prévues à l'Article 68.

Article 72

1. Le présent Accord est ouvert à l'adhésion des Communautés Européennes.
2. Le présent Accord ne fait en aucune manière obstacle à la poursuite de l'exécution des traités instituant les Communautés Européennes.

Article 73

Le présent Accord peut à tout moment être amendé par le Conseil de Direction se prononçant à l'unanimité. Ces amendements entreront en vigueur dans les conditions déterminées à l'unanimité par le Conseil de Direction qui prendra les dispositions permettant aux Pays Participants de se conformer à leurs procédures constitutionnelles respectives.

Article 74

Le présent Accord fera l'objet d'un examen général après le 1^{er} mai 1980.

Article 75

Le Gouvernement du Royaume de Belgique notifiera à tous les Pays Participants le dépôt de chaque instrument notifiant le consentement à être lié par l'accord conformément à l'Article 67 et de chaque instrument d'adhésion, l'entrée en vigueur du présent Accord ou de tout amendement qui lui serait apporté, toute dénonciation du présent Accord et toute autre déclaration ou notification reçues.

Article 76

L'original du présent Accord, dont les textes en allemand, en anglais et en français font également foi, sera déposé auprès du Gouvernement du Royaume de Belgique, qui en communiquera une copie certifiée conforme à chacun des autres Pays Participants.

ÜBEREINKOMMEN ÜBER EIN INTERNATIONALES ENERGIEPROGRAMM

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ÜBEREINKOMMEN ÜBER EIN INTERNATIONALES ENERGIEPROGRAMM

DIE REGIERUNGEN DES KÖNIGREICHES BELGIEN, DES KÖNIGREICHES DÄNEMARK, DER BUNDESREPUBLIK DEUTSCHLAND, IRLANDS, DER ITALIENISCHEN REPUBLIK, JAPANS, KANADAS, DES GROSSHERZOGTUMS LUXEMBURG, DES KÖNIGREICHES DER NIEDERLANDE, DER REPUBLIK ÖSTERREICH, DES KÖNIGREICHES SCHWEDEN, DER SCHWEIZERISCHEN EIDGENOSSENSCHAFT, SPANIENS, DER REPUBLIK TÜRKEI, DES VEREINIGTEN KÖNIGREICHES GROSSBRITANNIEN UND NORDIRLAND UND DER VEREINIGTEN STAATEN VON AMERIKA —

IN DEM WUNSCH, eine gesicherte Ölversorgung zu vernünftigen und gerechten Bedingungen zu fördern ;

ENTSCHLOSSEN, gemeinsame wirksame Maßnahmen zu treffen, um Notständen in der Ölversorgung durch den Aufbau einer Selbstversorgung mit Öl in Notständen, durch Nachfragedrosselung und durch Zuteilung des verfügbaren Öls an ihre Länder auf gerechter Grundlage zu begegnen ;

IN DEM WUNSCH, Beziehungen auf der Grundlage der Zusammenarbeit mit Ölförderländern und mit anderen Ölverbraucherländern einschließlich der Entwicklungsländer durch einen konstruktiven Dialog sowie durch andere Formen der Zusammenarbeit zu fördern, um die Möglichkeiten für eine bessere Verständigung zwischen Verbraucher- und Förderländern zu erweitern ;

MIT RÜKSICHT auf die Interessen anderer Ölverbraucherländer einschließlich der Entwicklungsländer ;

IN DEM WUNSCH, durch Schaffung eines umfassenden internationalen Informationssystems und eines ständigen Rahmens für Konsultationen mit den Ölgesellschaften eine aktiver Rolle gegenüber der Ölwirtschaft zu spielen ;

ENTSCHLOSSEN, ihre Abhängigkeit von Öleinfuhren durch langfristige Bemühungen im Wege der Zusammenarbeit bei der rationellen Energieverwendung, der beschleunigten Entwicklung alternativer Energiequellen, der Forschung und Entwicklung im Energiebereich und der Urananreicherung zu verringern ;

ÜBERZEUGT, daß sich diese Ziele nur durch fortgesetzte Bemühungen im Wege der Zusammenarbeit innerhalb leistungsfähiger Organe erreichen lassen ;

UNTER BEKUNDUNG der Absicht, solche Organe im Rahmen der Organisation für Wirtschaftliche Zusammenarbeit und Entwicklung schaffen zu lassen ;

IN DER ERKENNTNIS, daß andere Mitgliedstaaten der Organisation für Wirtschaftliche Zusammenarbeit und Entwicklung sich möglicherweise an ihren Bemühungen zu beteiligen wünschen ;

IN ANBETRACHT der besonderen Verantwortung der Regierungen für die Energieversorgung —

KOMMEN ZU DEM SCHLUSS, daß es notwendig ist, ein Internationales Energieprogramm aufzustellen, das durch eine Internationale Energie-Agentur auszuführen ist, und sind zu diesem Zweck,

Wie folgt ÜBEREINGEKOMMEN :

Artikel 1

1. Die Teilnehmerstaaten führen das in diesem Übereinkommen vorgesehene Internationale Energieprogramm durch die in Kapitel IX beschriebene und im folgenden als „Agentur“ bezeichnete Internationale Energie-Agentur aus.
2. Der Ausdruck „Teilnehmerstaaten“ bezeichnet Staaten, auf die dieses Übereinkommen vorläufig Anwendung findet, und Staaten, für die das Übereinkommen in Kraft getreten ist und in Kraft bleibt.
3. Der Ausdruck „Gruppe“ bezeichnet die Teilnehmerstaaten als Gruppe.

Kapitel I

SELBSTVERSORGUNG IN NOTSTÄNDEN

Artikel 2

1. Die Teilnehmerstaaten schaffen eine gemeinsame Selbstversorgung mit Öl in Notständen. Zu diesem Zweck unterhält jeder Teilnehmerstaat ausreichende Notstandsreserven, um ohne Netto-Öleinfuhren den Verbrauch mindestens 60 Tage lang decken zu können. Sowohl der Verbrauch als auch die Netto-Öleinfuhren werden nach der durchschnittlichen Tagesmenge des vorhergehenden Kalenderjahrs berechnet.

2. Der Verwaltungsrat beschließt mit qualifizierter Mehrheit bis zum 1. Juli 1975 den Tag, von dem an die Pflicht-Notstandsreserven eines jeden Teilnehmerstaats für die Zwecke der Berechnung seines Versorgungsanspruchs nach Artikel 7 als auf einen Umfang von 90 Tagen angehoben gelten. Jeder Teilnehmerstaat erhöht den gegenwärtigen Umfang seiner Notstandsreserven auf 90 Tage und bemüht sich, dies bis zu dem in dieser Weise beschlossenen Tag zu tun.

3. Der Ausdruck „Pflicht-Notstandsreserven“ bezeichnet die Notstandsreserven, die den in 60 Tagen getätigten Netto-Öleinfuhren nach Absatz 1 und von dem nach Absatz 2 zu beschließenden Tag an den in 90 Tagen getätigten Netto-Öleinfuhren nach Absatz 2 entsprechen.

Artikel 3

1. Die Pflicht-Notstandsreserven nach Artikel 2 können in Übereinstimmung mit der Anlage, die Bestandteil dieses Übereinkommens ist, erfüllt werden durch

- Ölrroräte,
- Kapazität der Umstellung auf andere Energieträger,
- bereitgehaltene zusätzliche Ölförderung.

2. Der Verwaltungsrat beschließt mit Stimmenmehrheit bis zum 1. Juli 1975, inwieweit die Pflicht-Notstandsreserven durch die in Absatz 1 genannten Elemente erfüllt werden können.

Artikel 4

1. Die Ständige Gruppe für Notstandsfragen überprüft laufend die Wirksamkeit der Maßnahmen, die jeder Teilnehmerstaat zwecks Erfüllung seiner Pflicht-Notstandsreserven getroffen hat.

2. Die Ständige Gruppe für Notstandsfragen berichtet dem Geschäftsführenden Ausschuß, der dem Verwaltungsrat gegebenenfalls Vorschläge unterbreitet. Der Verwaltungsrat kann mit Stimmenmehrheit Empfehlungen an die Teilnehmerstaaten beschließen.

*Kapitel II***NACHFRAGEDROSSELUNG***Artikel 5*

1. Jeder Teilnehmerstaat hält jederzeit ein Programm von Eventualmaßnahmen zur Drosselung der Ölnachfrage bereit, das es ihm ermöglicht, seine Endverbrauchsrate nach Kapitel IV zu senken.
2. Die Ständige Gruppe für Notstandsfragen überprüft und beurteilt laufend
 - das Programm eines jeden Teilnehmerstaats für Maßnahmen zur Nachfragedrosselung,
 - die Wirksamkeit der von jedem Teilnehmerstaat tatsächlich getroffenen Maßnahmen.
3. Die Ständige Gruppe für Notstandsfragen berichtet dem Geschäftsführenden Ausschuß, der dem Verwaltungsrat gegebenenfalls Vorschläge unterbreitet. Der Verwaltungsrat kann mit Stimmenmehrheit Empfehlungen an die Teilnehmerstaaten beschließen.

*Kapitel III***ZUTEILUNG***Artikel 6*

1. Jeder Teilnehmerstaat trifft die erforderlichen Maßnahmen, damit die Zuteilung von Öl in Übereinstimmung mit diesem Kapitel und mit Kapitel IV erfolgt.
2. Die Ständige Gruppe für Notstandsfragen überprüft und beurteilt laufend
 - die Maßnahmen jedes Teilnehmerstaats, damit die Zuteilung von Öl in Übereinstimmung mit diesem Kapitel und mit Kapitel IV erfolgt,

— die Wirksamkeit der von jedem Teilnehmerstaat tatsächlich getroffenen Maßnahmen.

3. Die Ständige Gruppe für Notstandsfragen berichtet dem Geschäftsführenden Ausschuß, der dem Verwaltungsrat gegebenenfalls Vorschläge unterbreitet. Der Verwaltungsrat kann mit Stimmenmehrheit Empfehlungen an die Teilnehmerstaaten beschließen.

4. Der Verwaltungsrat beschließt mit Stimmenmehrheit umgehend über praktische Verfahren für die Zuteilung von Öl sowie über Verfahren und Modalitäten für die Beteiligung der Ölgesellschaften daran im Rahmen dieses Übereinkommens.

Artikel 7

1. Wird die Zuteilung von Öl nach Artikel 13, 14 oder 15 vorgenommen, so hat jeder Teilnehmerstaat einen Versorgungsanspruch, der seinem zulässigen Verbrauch abzüglich seiner Pflicht zum Abbau der Notstandsreserven entspricht.

2. Ein Teilnehmerstaat, dessen Versorgungsanspruch seine gesamte normale Inlandsproduktion und seine während eines Notstands zur Verfügung stehenden tatsächlichen Nettoeinfuhren übersteigt, hat ein Zuteilungsrecht, auf Grund dessen ihm zusätzliche Nettoeinfuhren in Höhe dieses Überschusses zustehen.

3. Ein Teilnehmerstaat, dessen gesamte normale Inlandsproduktion und dessen während eines Notstands zur Verfügung stehende tatsächliche Nettoeinfuhren seinen Versorgungsanspruch übersteigen, unterliegt einer Zuteilungspflicht, auf Grund deren er die diesem Überschuß entsprechende Ölmenge unmittelbar oder mittelbar an andere Teilnehmerstaaten liefern muß. Dies hindert die Teilnehmerstaaten nicht, weiterhin Ölausfuhren in Nichtteilnehmerstaaten durchzuführen.

4. Der Ausdruck „zulässiger Verbrauch“ bezeichnet die durchschnittliche tägliche Endverbrauchsrate, die nach Inkraftsetzung des anzuwendenden Umfangs der Nachfrage-drosselung in Notständen zulässig ist; eine etwaige weitere freiwillige Nachfragedrosselung durch einen Teilnehmerstaat läßt sein Zuteilungsrecht oder seine Zuteilungspflicht unberührt.

5. Der Ausdruck „Pflicht zum Abbau der Notstandsreserven“ bezeichnet die Pflicht-Notstandsreserven eines Teilnehmerstaats, dividiert durch die Summe der Pflicht-Notstandsreserven der Gruppe und multipliziert mit dem Versorgungsdefizit der Gruppe.

6. Der Ausdruck „Versorgungsdefizit der Gruppe“ bezeichnet das Defizit der Gruppe, gemessen nach dem gesamten zulässigen Verbrauch der Gruppe abzüglich der Tagesrate der Gruppe während eines Notstands zur Verfügung stehenden Ölmengen.

7. Der Ausdruck „der Gruppe zur Verfügung stehende Ölmengen“ bezeichnet
 - alles der Gruppe zur Verfügung stehende Rohöl,
 - alle von außerhalb der Gruppe eingeführten Mineralölprodukte und
 - alle Fertigerzeugnisse und Raffinerie-Halbfertigerzeugnisse, die in Verbindung mit Erdgas und Rohöl erzeugt werden und der Gruppe zur Verfügung stehen.
8. Der Ausdruck „Endverbrauch“ bezeichnet den gesamten Inlandsverbrauch an allen Mineralöl-Fertigerzeugnissen.

Artikel 8

1. Wird einem Teilnehmerstaat nach Artikel 17 Öl zugeteilt,
 - so hat der betreffende Teilnehmerstaat die Kürzung seiner Ölversorgung um bis zu 7 Prozent seines Endverbrauchs während des Grundzeitraums in seinem Endverbrauch aufzufangen,
 - so hat der betreffende Teilnehmerstaat ein Zuteilungsrecht, das der Kürzung seiner Ölversorgung entspricht, die zu einer Herabsetzung seines Endverbrauchs über diesen Prozentsatz hinaus führt.
2. Die Verpflichtung zur Zuteilung dieser Ölmenge tragen die anderen Teilnehmerstaaten gemeinsam auf der Grundlage ihres Endverbrauchs während des Grundzeitraums.
3. Die Teilnehmerstaaten können ihre Zuteilungspflicht nach eigener Wahl durch jede beliebige Maßnahme einschließlich Maßnahmen zur Nachfragedrosselung oder Verwendung von Notstandsreserven erfüllen.

Artikel 9

1. Für die Erfüllung von Zuteilungsrechten und -pflichten werden folgende Elemente einbezogen :
 - alles Rohöl,
 - alle Mineralölprodukte,
 - alle Raffinerie-Halbfertigerzeugnisse und
 - alle Fertigerzeugnisse, die in Verbindung mit Erdgas und Rohöl erzeugt werden.

2. Für die Berechnung des Zuteilungsrechts eines Teilnehmerstaats werden die von dem betreffenden Teilnehmerstaat normalerweise aus anderen Teilnehmerstaaten oder aus Nichtteilnehmerstaaten eingeführten Mineralölerzeugnisse in Rohöl einheiten ausgedrückt und so behandelt, als seien es Rohöl einfuhren des betreffenden Teilnehmerstaats.

3. Soweit möglich werden die üblichen Versorgungswege sowie die üblichen Versorgungsanteile zwischen Rohöl und Ölerzeugnissen und zwischen verschiedenen Kategorien von Rohöl und Ölerzeugnissen beibehalten.

4. Wenn eine Zuteilung vorgenommen wird, besteht ein Ziel des Programms darin, daß das verfügbare Rohöl und die verfügbaren Ölerzeugnisse soweit wie möglich innerhalb des Raffinerie- und Vertriebsbereichs sowie zwischen den Raffinerie- und Vertriebsgesellschaften in Übereinstimmung mit den überlieferten Versorgungsstrukturen aufgeteilt werden.

Artikel 10

1. Zu den Zielen des Programms gehört es auch, eine gerechte Behandlung aller Teilnehmerstaaten sicherzustellen und die Preise für zugeteiltes Öl auf die für vergleichbare Handelsgeschäfte geltenden Preisbedingungen zu gründen.

2. Fragen bezüglich des Preises für während eines Notstands zugeteiltes Öl werden von der Ständigen Gruppe für Notstandsfragen geprüft.

Artikel 11

1. Ziel des Programms ist es nicht, zu versuchen, in einem Notstand den Anteil an der Weltölversorgung, den die Gruppe unter normalen Marktbedingungen hatte, zu vergrößern. Die traditionellen Ölhandelsstrukturen sollen soweit angemessen beibehalten werden, und die Lage einzelner Nichtteilnehmerstaaten soll gebührend berücksichtigt werden.

2. Um die in Absatz 1 aufgeführten Grundsätze aufrechtzuerhalten, unterbreitet der Geschäftsführende Ausschuß dem Verwaltungsrat gegebenenfalls Vorschläge, und dieser beschließt mit Stimmenmehrheit darüber.

*Kapitel IV***INKRAFTSETZUNG VON MASSNAHMEN****INKRAFTSETZUNG VON MASSNAHMEN***Artikel 12*

Sobald die Gruppe als Ganzes oder ein Teilnehmerstaat eine Kürzung der Ölversorgung erleidet oder begründeterweise zu erwarten hat, werden gemäß diesem Kapitel die Notstandsmaßnahmen in Kraft gesetzt, die aus der in Kapitel II genannten obligatorischen Nachfragedrosselung und der in Kapitel III genannten Zuteilung des verfügbaren Öls bestehen.

Artikel 13

Sobald die Gruppe eine Kürzung der Tagesrate ihrer Ölversorgung um mindestens 7 Prozent ihrer durchschnittlichen täglichen Endverbrauchsrate während des Grundzeitraums erleidet oder begründeterweise zu erwarten hat, ergreift jeder Teilnehmerstaat ausreichende Maßnahmen zur Drosselung der Nachfrage, um seinen Endverbrauch um eine Menge zu verringern, die 7 Prozent seines Endverbrauchs während des Grundzeitraums entspricht; die Zuteilung des verfügbaren Öls an die Teilnehmerstaaten erfolgt nach den Artikeln 7, 9, 10 und 11.

Artikel 14

Sobald die Gruppe eine Kürzung der Tagesrate ihrer Ölversorgung um mindestens 12 Prozent ihrer durchschnittlichen täglichen Endverbrauchsrate während des Grundzeitraums erleidet oder begründeterweise zu erwarten hat, ergreift jeder Teilnehmerstaat ausreichende Maßnahmen zur Drosselung der Nachfrage, um seinen Endverbrauch um eine Menge zu verringern, die 10 Prozent seines Endverbrauchs während des Grundzeitraums entspricht; die Zuteilung des verfügbaren Öls an die Teilnehmerstaaten erfolgt nach den Artikeln 7, 9, 10 und 11.

Artikel 15

Hat die Summe der täglichen Pflicht zum Abbau der Notstandsrescrven nach Artikel 7 50 Prozent der Pflicht-Notstandsreserven erreicht und ist ein Beschlüß nach Artikel 20 gefaßt worden, so ergreift jeder Teilnehmerstaat die auf diese Weise beschlossenen Maßnahmen ; die Zuteilung des verfügbaren Öls an die Teilnehmerstaaten erfolgt nach den Artikeln 7, 9, 10 und 11.

Artikel 16

Wird eine Nachfragedrosselung nach diesem Kapitel in Kraft gesetzt, so kann ein Teilnehmerstaat an die Stelle von Maßnahmen zur Drosselung der Nachfrage die Verwendung der Notstandsreserven treten lassen, die er über seine in dem Programm vorgesehenen Pflicht-Notstandsreserven hinaus besitzt.

Artikel 17

1. Sobald ein Teilnehmerstaat eine Kürzung der Tagesrate seiner Ölversorgung erleidet oder begründeterweise zu erwarten hat, die zu einer Kürzung seiner täglichen Endverbrauchsrate um eine Menge führt, die 7 Prozent seiner durchschnittlichen täglichen Endverbrauchsrate während des Grundzeitraums übersteigt, erfolgt die Zuteilung des verfügbaren Öls an diesen Teilnehmerstaat nach den Artikeln 8 bis 11.

2. Eine Zuteilung des verfügbaren Öls erfolgt auch, wenn die Bedingungen des Absatzes 1 in einem größeren Gebiet eines Teilnehmerstaats erfüllt sind, dessen Ölmarkt unvollständig integriert ist. In diesem Fall wird die Zuteilungspflicht der anderen Teilnehmerstaaten um die theoretische Zuteilungspflicht eines oder mehrerer anderer größerer Gebiete des betreffenden Teilnehmerstaats herabgesetzt.

Artikel 18

1. Der Ausdruck „Grundzeitraum“ bezeichnet die letzten vier Vierteljahre mit einem Verzögerungsfaktor von jeweils einem Vierteljahr, das zur Sammlung von Informationen benötigt wird. Solange Notstandsmaßnahmen im Hinblick auf die Gruppe oder einen Teilnehmerstaat angewendet werden, bleibt der Grundzeitraum unverändert.

2. Die Ständige Gruppe für Notstandsfragen prüft den in Absatz 1 vorgesehenen Grundzeitraum unter Berücksichtigung insbesondere von Faktoren wie Wachstum, jahreszeitliche Verbrauchsschwankungen und konjunkturelle Änderungen und erstattet dem Geschäftsführenden Ausschuß bis zum 1. April 1975 Bericht. Der Geschäftsführende Ausschuß unterbreitet dem Verwaltungsrat gegebenenfalls Vorschläge; dieser beschließt darüber mit Stimmenmehrheit bis zum 1. Juli 1975.

Artikel 19

1. Das Sekretariat gibt eine Beurteilung ab, wenn eine Kürzung der Ölversorgung nach Artikel 13, 14 oder 17 eingetreten oder begründeterweise zu erwarten ist, und stellt für jeden Teilnehmerstaat und für die Gruppe das Ausmaß der Kürzung oder der erwarteten Kürzung fest. Das Sekretariat hält den Geschäftsführenden Ausschuß über seine Beratungen auf dem laufenden; unverzüglich teilt es den Mitgliedern des Ausschusses seine Beurteilung mit und unterrichtet die Teilnehmerstaaten. Der Bericht enthält auch Informationen über die Art der Kürzung.

2. Innerhalb von 48 Stunden nach Mitteilung einer Beurteilung durch das Sekretariat tritt der Ausschuß zusammen, um die Richtigkeit der zusammengestellten Daten und der vorgelegten Informationen zu überprüfen. Der Ausschuß berichtet dem Verwaltungsrat innerhalb weiterer 48 Stunden. Der Bericht legt die von den Mitgliedern des Ausschusses zum Ausdruck gebrachten Ansichten dar, einschließlich etwaiger Ansichten darüber, wie dem Notstand zu begegnen ist.

3. Innerhalb von 48 Stunden nach Erhalt des Berichts des Geschäftsführenden Ausschusses tritt der Verwaltungsrat zusammen, um die Beurteilung des Sekretariats unter Berücksichtigung dieses Berichts zu überprüfen. Die Inkraftsetzung von Notstandsmaßnahmen wird als bestätigt angesehen, und die Teilnehmerstaaten führen diese Maßnahmen innerhalb von 15 Tagen nach einer solchen Bestätigung durch, sofern nicht der Verwaltungsrat mit qualifizierter Mehrheit innerhalb weiterer 48 Stunden beschließt, die Notstandsmaßnahmen nicht in Kraft zu setzen, sie nur teilweise in Kraft zu setzen oder eine andere Frist für ihre Durchführung festzulegen.

4. Sind laut Beurteilung des Sekretariats die Bedingungen der Artikel 14, 13 und 17 in bezug auf mehr als einen dieser Artikel erfüllt, so wird jeder Beschuß, Notstandsmaßnahmen nicht in Kraft zu setzen, für jeden Artikel gesondert und in der obigen Reihenfolge gefaßt. Sind die Bedingungen in Artikel 17 in bezug auf mehr als einen Teilnehmerstaat erfüllt, so wird jeder Beschuß, die Zuteilung nicht in Kraft zu setzen, für jeden Staat gesondert gefaßt.

5. Beschlüsse nach den Absätzen 3 und 4 können jederzeit vom Verwaltungsrat mit Stimmenmehrheit aufgehoben werden.

6. Bei seiner Beurteilung nach diesem Artikel konsultiert das Sekretariat die Ölgesellschaften, um deren Ansichten über die Lage und die Angemessenheit der zu treffenden Maßnahmen zu hören.

7. Spätestens mit Inkraftsetzung der Notstandmaßnahmen wird ein internationaler Beirat aus der Ölwirtschaft einberufen, der die Agentur dabei unterstützt, die wirksame Durchführung dieser Maßnahmen sicherzustellen.

Artikel 20

1. Das Sekretariat gibt eine Beurteilung ab, wenn die Summe der täglichen Pflicht zum Abbau der Notstandsreserven 50 Prozent der Pflicht-Notstandsreserven erreicht hat oder wenn dies begründeterweise zu erwarten ist. Unverzüglich teilt das Sekretariat den Mitgliedern des Geschäftsführenden Ausschusses seine Beurteilung mit und unterrichtet die Teilnehmerstaaten. Der Bericht enthält auch Informationen über die Ölilage.

2. Der Geschäftsführende Ausschuß tritt innerhalb von 72 Stunden nach Mitteilung der Beurteilung durch das Sekretariat zusammen, um die zusammengestellten Daten und die vorgelegten Informationen zu überprüfen. Auf Grund der verfügbaren Informationen erstattet der Ausschuß dem Verwaltungsrat innerhalb weiterer 48 Stunden Bericht, wobei er Maßnahmen vorschlägt, die notwendig sind, um den Erfordernissen der Lage gerecht zu werden, darunter die etwa erforderliche Verstärkung der obligatorischen Nachfragedrosselung. Der Bericht legt die von den Mitgliedern des Ausschusses zum Ausdruck gebrachten Ansichten dar.

3. Der Verwaltungsrat tritt innerhalb von 48 Stunden nach Erhalt des Berichts und des Vorschlags des Ausschusses zusammen. Der Verwaltungsrat überprüft die Beurteilung des Sekretariats und den Bericht des Geschäftsführenden Ausschusses und beschließt innerhalb weiterer 48 Stunden mit qualifizierter Mehrheit über die Maßnahmen, die notwendig sind, um den Erfordernissen der Lage gerecht zu werden, darunter die etwa erforderliche Verstärkung der obligatorischen Nachfragedrosselung.

Artikel 21

1. Jeder Teilnehmerstaat kann das Sekretariat ersuchen, eine Beurteilung nach Artikel 19 oder 20 abzugeben.

2. Gibt das Sekretariat innerhalb von 72 Stunden nach einem solchen Ersuchen keine Beurteilung ab, so kann der Teilnehmerstaat den Geschäftsführenden Ausschuß ersuchen, zusammenzutreten und die Lage nach Maßgabe dieses Übereinkommens zu erörtern.

3. Der Geschäftsführende Ausschuß tritt innerhalb von 48 Stunden nach einem solchen Ersuchen zusammen, um die Lage zu erörtern. Auf Verlangen eines Teilnehmerstaats erstattet er dem Verwaltungsrat innerhalb weiterer 48 Stunden Bericht. Der Bericht legt die von den Mitgliedern des Ausschusses und vom Sekretariat zum Ausdruck gebrachten Ansichten dar, einschließlich etwaiger Ansichten darüber, wie der Lage zu begegnen ist.

4. Der Verwaltungsrat tritt innerhalb von 48 Stunden nach Erhalt des Berichts des Geschäftsführenden Ausschusses zusammen. Stellt er mit Stimmenmehrheit fest, daß die in Artikel 13, 14, 15 oder 17 aufgeführten Bedingungen erfüllt sind, so werden Notstandsmaßnahmen entsprechend in Kraft gesetzt.

Artikel 22

Der Verwaltungsrat kann jederzeit einstimmig beschließen, in diesem Übereinkommen nicht vorgesehene geeignete Notstandsmaßnahmen in Kraft zu setzen, falls es die Lage erfordert.

AUSSERKRAFTSETZUNG VON MASSNAHMEN

Artikel 23

1. Das Sekretariat gibt eine Beurteilung ab, wenn eine Kürzung der Versorgung nach Artikel 13, 14 oder 17 den in dem betreffenden Artikel angegebenen Umfang unterschritten hat oder wenn dies begründeterweise zu erwarten ist. Das Sekretariat hält den Geschäftsführenden Ausschuß über seine Beratungen auf dem laufenden; unverzüglich teilt es den Mitgliedern des Ausschusses seine Beurteilung mit und unterrichtet die Teilnehmerstaaten.

2. Der Geschäftsführende Ausschuß tritt innerhalb von 72 Stunden nach Mitteilung einer Beurteilung durch das Sekretariat zusammen, um die zusammengestellten Daten und die vorgelegten Informationen zu überprüfen. Er erstattet dem Verwaltungsrat innerhalb weiterer 48 Stunden Bericht. Der Bericht legt die von den Mitgliedern des Ausschusses zum Ausdruck gebrachten Ansichten dar, einschließlich etwaiger Ansichten darüber, wie dem Notstand zu begegnen ist.

3. Der Verwaltungsrat tritt innerhalb von 48 Stunden nach Erhalt des Berichts des Ausschusses zusammen, um die Beurteilung des Sekretariats unter Berücksichtigung des Berichts des Geschäftsführenden Ausschusses zu überprüfen. Die Außerkraftsetzung

der Notstandsmaßnahmen oder die anwendbare Verringerung der Nachfragedrosselung gilt als bestätigt, sofern der Verwaltungsrat nicht innerhalb weiterer 48 Stunden mit qualifizierter Mehrheit beschließt, die Notstandsmaßnahmen aufrechtzuerhalten oder nur teilweise außer Kraft zu setzen.

4. Bei der Abgabe seiner Beurteilung nach diesem Artikel konsultiert das Sekretariat den in Artikel 19 Absatz 7 genannten internationalen Beirat, um dessen Ansichten über die Lage und die Angemessenheit der zu treffenden Maßnahmen zu hören.

5. Jeder Teilnehmerstaat kann das Sekretariat ersuchen, eine Beurteilung nach diesem Artikel abzugeben.

Artikel 24

Solange Notstandsmaßnahmen in Kraft sind und das Sekretariat keine Beurteilung nach Artikel 23 abgegeben hat, kann der Verwaltungsrat jederzeit mit qualifizierter Mehrheit beschließen, die Maßnahmen entweder vollständig oder teilweise außer Kraft zu setzen.

Kapitel V

**INFORMATIONSSYSTEM BETREFFEND
DEN INTERNATIONALEN ÖLMARKT**

Artikel 25

1. Die Teilnehmerstaaten errichten ein Informationssystem, das aus zwei Teilen besteht,

- einem allgemeinen Teil, der sich mit der Lage des internationalen Ölmarkts und den Tätigkeiten der Ölgesellschaften befaßt;
- einem besonderen Teil, der dazu bestimmt ist, die wirksame Durchführung der in den Kapiteln I bis IV beschriebenen Maßnahmen sicherzustellen.

2. Das System wird als Dauereinrichtung sowohl unter normalen Bedingungen als auch in Notständen unterhalten, wobei die Vertraulichkeit der zur Verfügung gestellten Informationen gewährleistet wird.

3. Das Sekretariat ist für die Handhabung des Informationssystems verantwortlich und stellt den Teilnehmerstaaten die gesammelten Informationen zur Verfügung.

Artikel 26

Der Ausdruck „Ölgesellschaften“ bezeichnet internationale Gesellschaften, nationale Gesellschaften, nicht-integrierte Gesellschaften und andere Rechtsträger, die eine bedeutende Rolle in der internationalen Ölirtschaft spielen.

ALLGEMEINER TEIL

Artikel 27

1. Im Rahmen des allgemeinen Teils des Informationssystems stellen die Teilnehmerstaaten dem Sekretariat regelmäßig Informationen über die nach Artikel 29 festgelegten Einzelangaben über folgende Gegenstände zur Verfügung, die sich auf die innerhalb ihres jeweiligen Hoheitsbereichs tätigen Ölgesellschaften beziehen :

- (a) Gesellschaftsstruktur ;
- (b) finanzielle Struktur, einschließlich Bilanzen, Gewinn- und Verlustrechnungen und gezahlter Steuern ;
- (c) durchgeführte Investitionen ;
- (d) Bedingungen von Vereinbarungen über den Zugang zu größeren Rohölquellen ;
- (e) derzeitige Produktionsraten und voraussichtliche Veränderungen dieser Raten ;
- (f) Zuteilungen verfügbarer Rohölmengen an Tochtergesellschaften und andere Abnehmer (Kriterien und tatsächliche Abwicklungen) ;
- (g) Vorräte ;
- (h) Kosten von Rohöl und Ölerzeugnissen ;

- (i) Preise, einschließlich der Verrechnungspreise mit den Tochtergesellschaften ;
 - (j) sonstige Gegenstände, die der Verwaltungsrat einstimmig beschließt.
2. Jeder Teilnehmerstaat ergreift geeignete Maßnahmen, um zu gewährleisten, daß alle innerhalb seines Hoheitsbereichs tätigen Ölgesellschaften ihm die Informationen zur Verfügung stellen, die erforderlich sind, damit er seine Verpflichtungen nach Absatz 1 erfüllen kann, wobei die der Öffentlichkeit oder den Regierungen bereits zur Verfügung stehenden einschlägigen Informationen zu berücksichtigen sind.
3. Jeder Teilnehmerstaat stellt Informationen, die keinen besonderen Rechtsschutz genießen, je nach den Gegebenheiten auf Gesellschafts- und/oder Länderbasis zur Verfügung, und zwar in einer Weise und in einem Ausmaß, daß der Wettbewerb nicht beeinträchtigt und daß nicht gegen die gesetzlichen Wettbewerbsvorschriften eines Teilnehmerstaats verstößen wird.
4. Ein Teilnehmerstaat ist nicht berechtigt, mittels des allgemeinen Teils Informationen über die Arbeit einer innerhalb seines Hoheitsbereichs tätigen Gesellschaft zu erlangen, die er nicht durch Anwendung seiner Gesetze oder durch seine Einrichtungen und Gepflogenheiten von dieser Gesellschaft erlangen könnte, wenn diese ausschließlich innerhalb seines Hoheitsbereichs tätig wäre.

Artikel 28

Informationen, die „keinen besonderen Rechtsschutz genießen“, sind Informationen, die nicht Patente, Fabrik- oder Handelsmarken, wissenschaftliche oder Fabrikationsverfahren oder -entwicklungen, Einzelverkäufe, Steuererklärungen, Kundenlisten oder geologische oder geophysikalische Informationen einschließlich Karten darstellen oder sich darauf beziehen.

Artikel 29

1. Innerhalb von 60 Tagen nach dem ersten Tag der vorläufigen Anwendung dieses Übereinkommens und gegebenenfalls danach legt die Ständige Gruppe für den Ölmarkt dem Geschäftsführenden Ausschuß einen Bericht vor, in dem die Einzelangaben im Rahmen der in Artikel 27 Absatz 1 enthaltenen Liste von Gegenständen festgelegt werden, die für die wirksame Handhabung des allgemeinen Teils erforderlich sind, und in dem die Verfahren für den regelmäßigen Erhalt solcher Angaben dargelegt werden.
2. Der Geschäftsführende Ausschuß überprüft den Bericht und unterbreitet dem Verwaltungsrat Vorschläge ; dieser faßt innerhalb von 30 Tagen nach Vorlage

des Berichts an den Geschäftsführenden Ausschuß mit Stimmenmehrheit die erforderlichen Beschlüsse für die Einrichtung und wirksame Handhabung des allgemeinen Teils.

Artikel 30

Bei der Ausarbeitung ihrer Berichte nach Artikel 29 wird die Ständige Gruppe für den Ölmarkt

- die Ölgesellschaften konsultieren, um sicherzustellen, daß das System mit den Tätigkeiten der Industrie vereinbar ist ;
- besondere Probleme und Fragen aufzeigen, die für die Teilnehmerstaaten von Belang sind ;
- bestimmte Angaben festlegen, die für die Lösung dieser Probleme und Fragen nützlich und notwendig sind ;
- genaue Normen für die Harmonisierung der erforderlichen Informationen aufstellen, um die Vergleichbarkeit der Angaben sicherzustellen ;
- Verfahren zur Gewährleistung der Vertraulichkeit der Informationen ausarbeiten.

Artikel 31

1. Die Ständige Gruppe für den Ölmarkt überprüft laufend die Handhabung des allgemeinen Teils.

2. Sollten sich die Bedingungen des internationalen Ölmarkts ändern, so erstattet die Ständige Gruppe für den Ölmarkt dem Geschäftsführenden Ausschuß Bericht. Der Ausschuß unterbreitet dem Verwaltungsrat Vorschläge über geeignete Änderungen ; dieser beschließt mit Stimmenmehrheit über derartige Vorschläge.

BESONDERER TEIL*Artikel 32*

1. Im Rahmen des besonderen Teils des Informationssystems stellen die Teilnehmerstaaten dem Sekretariat alle Informationen zur Verfügung, die für eine wirksame Durchführung der Notstandsmaßnahmen notwendig sind.

2. Jeder Teilnehmerstaat ergreift geeignete Maßnahmen, um zu gewährleisten, daß alle innerhalb seines Hoheitsbereichs tätigen Ölgesellschaften ihm die Informationen zur Verfügung stellen, die erforderlich sind, damit er seine Verpflichtungen nach Absatz 1 und Artikel 33 erfüllen kann.

3. Auf Grund dieser und anderer verfügbarer Informationen wird das Sekretariat die Ölversorgung und den Ölverbrauch der Gruppe und jedes Teilnehmerstaats laufend beobachten.

Artikel 33

Im Rahmen des besonderen Teils stellen die Teilnehmerstaaten dem Sekretariat regelmäßig Informationen über die nach Artikel 34 festgelegten Einzelangaben über folgende Gegenstände zur Verfügung :

- (a) Ölverbrauch und -versorgung ;
- (b) Maßnahmen zur Drosselung der Nachfrage ;
- (c) Umfang der Notstandsreserven ;
- (d) Verfügbarkeit und Verwendung von Beförderungsmitteln ;
- (e) derzeitiger und vorausgeschätzter Umfang des internationalen Angebots und der internationalen Nachfrage ;
- (f) sonstige Gegenstände, die der Verwaltungsrat einstimmig beschließt.

Artikel 34

1. Innerhalb von 30 Tagen nach dem ersten Tag der vorläufigen Anwendung dieses Übereinkommens legt die Ständige Gruppe für Notstandsfragen dem Geschäftsführenden Ausschuß einen Bericht vor, in dem die Einzelangaben im Rahmen der in Artikel 33 enthaltenen Liste von Gegenständen festgelegt werden, die im Rahmen des besonderen Teils erforderlich sind, um die wirksame Durchführung der Notstandsmaßnahmen sicherzustellen, und in dem die Verfahren für den regelmäßigen Erhalt solcher Angaben dargelegt werden, einschließlich beschleunigter Verfahren in Notstandszeiten.

2. Der Geschäftsführende Ausschuß überprüft den Bericht und unterbreitet dem Verwaltungsrat Vorschläge ; dieser faßt innerhalb von 30 Tagen nach Vorlage des Berichts an den Geschäftsführenden Ausschuß mit Stimmenmehrheit die erforderlichen Beschlüsse für die Einrichtung und wirksame Handhabung des besonderen Teils.

Artikel 35

Bei der Ausarbeitung ihres Berichts nach Artikel 34 wird die Ständige Gruppe für Notstandsfragen

- die Ölgesellschaften konsultieren, um sicherzustellen, daß das System mit den Tätigkeiten der Industrie vereinbar ist ;
- genaue Normen für die Harmonisierung der erforderlichen Informationen aufstellen, um die Vergleichbarkeit der Angaben sicherzustellen ;
- Verfahren zur Gewährleistung der Vertraulichkeit der Informationen ausarbeiten.

Artikel 36

Die Ständige Gruppe für Notstandsfragen überprüft laufend die Handhabung des besonderen Teils und erstattet gegebenenfalls dem Geschäftsführenden Ausschuß Bericht. Der Ausschuß unterbreitet dem Verwaltungsrat Vorschläge über geeignete Änderungen ; dieser beschließt mit Stimmenmehrheit über derartige Vorschläge.

*Kapitel VI***RAHMEN FÜR KONSULTATIONEN
MIT DEN ÖLGESELLSCHAFTEN***Artikel 37*

1. Die Teilnehmerstaaten richten innerhalb der Agentur einen ständigen Rahmen für Konsultationen ein, innerhalb dessen ein oder mehrere Teilnehmerstaaten in angemessener Weise einzelne Ölgesellschaften über alle wichtigen Aspekte der Ölirtschaft konsultieren sowie von ihnen Informationen darüber erbitten können und innerhalb dessen die Teilnehmerstaaten auf der Grundlage der Zusammenarbeit die Ergebnisse dieser Konsultationen untereinander weitergeben können.

2. Der Rahmen für Konsultationen wird unter der Obhut der Ständigen Gruppe für den Ölmarkt eingerichtet.

3. Innerhalb von 60 Tagen nach dem ersten Tag der vorläufigen Anwendung dieses Übereinkommens und gegebenenfalls danach legt die Ständige Gruppe für den Ölmarkt nach Konsultation mit den Ölgesellschaften dem Geschäftsführenden Ausschuß einen Bericht über die Verfahren für diese Konsultationen vor. Der Geschäftsführende Ausschuß überprüft den Bericht und unterbreitet dem Verwaltungsrat Vorschläge ; dieser beschließt innerhalb von 30 Tagen nach Vorlage des Berichts an den Geschäftsführenden Ausschuß mit Stimmenmehrheit über diese Verfahren.

Artikel 38

1. Die Ständige Gruppe für den Ölmarkt legt dem Geschäftsführenden Ausschuß über die mit einer Ölgesellschaft geführten Konsultationen innerhalb von 30 Tagen einen Bericht vor.
2. Der Geschäftsführende Ausschuß prüft den Bericht und kann dem Verwaltungsrat Vorschläge über geeignete in Zusammenarbeit durchzuführende Maßnahmen unterbreiten ; der Verwaltungsrat beschließt über diese Vorschläge.

Artikel 39

1. Die Ständige Gruppe für den Ölmarkt wertet die Ergebnisse der Konsultationen mit den Ölgesellschaften und die von ihnen erhaltenen Informationen laufend aus.
2. Auf der Grundlage dieser Auswertungen kann die Ständige Gruppe die internationale Ölilage und die Lage der Ölirtschaft prüfen und beurteilen ; sie erstattet dem Geschäftsführenden Ausschuß Bericht.
3. Der Geschäftsführende Ausschuß überprüft diese Berichte und unterbreitet dem Verwaltungsrat Vorschläge über geeignete in Zusammenarbeit durchzuführende Maßnahmen ; der Verwaltungsrat beschließt über diese Vorschläge.

Artikel 40

Die Ständige Gruppe für den Ölmarkt legt dem Geschäftsführenden Ausschuß jährlich einen allgemeinen Bericht vor über die Wirkungsweise des Rahmens für die Konsultationen mit den Ölgesellschaften.

*Kapitel VII***LANGFRISTIGE ZUSAMMENARBEIT
IM ENERGIEBEREICH***Artikel 41*

1. Die Teilnehmerstaaten sind entschlossen, bei der Deckung ihres gesamten Energiebedarfs ihre Abhängigkeit von Ölimporten längerfristig zu verringern.
2. Zu diesem Zweck werden die Teilnehmerstaaten nationale Programme aufstellen und die Annahme gemeinsamer Programme fördern, wobei sie gegebenenfalls bei gleichzeitiger Abstimmung der nationalen Zielsetzungen auch Mittel und Anstrengungen auf den in Artikel 42 aufgeführten Gebieten gemeinsam einsetzen.

Artikel 42

1. Die Ständige Gruppe für langfristige Zusammenarbeit prüft die gemeinsamen Maßnahmen und erstattet dem Geschäftsführenden Ausschuß darüber Bericht. Vor allem werden folgende Gebiete geprüft :
 - (a) rationelle Energieverwendung, einschließlich gemeinsamer Programme für
 - den Austausch nationaler Erfahrungen und Informationen im Zusammenhang mit der rationalen Energieverwendung ;
 - Methoden zur Verringerung der Zunahme des Energieverbrauchs durch rationelle Energieverwendung ;
 - (b) Entwicklung alternativer Energiequellen wie einheimisches Öl, Kohle, Erdgas, Kernenergie und Wasserkraft, einschließlich gemeinsamer Programme für
 - den Austausch von Informationen über Fragen wie Vorkommen, Angebot und Nachfrage, Preise und Besteuerung ;
 - Methoden zur Verringerung der Zunahme des Verbrauchs von eingebrachtem Öl durch die Entwicklung alternativer Energiequellen ;
 - konkrete Vorhaben, einschließlich gemeinsam finanziert Vorhaben ;
 - Kriterien, Qualitätsziele und Normen für den Umweltschutz ;

- (c) Forschung und Entwicklung im Energiebereich, einschließlich vorrangig zu behandelnder gemeinsamer Programme für
 - Kohletechnologie ;
 - Sonnenenergie ;
 - Behandlung und Beseitigung radioaktiver Abfälle ;
 - kontrollierte Kernfusion ;
 - Erzeugung von Wasserstoff aus Wasser ;
 - nukleare Sicherheit ;
 - Nutzung von Abwärme ;
 - rationelle Energieverwendung ;
 - Nutzung von kommunalem und Industriemüll zum Zweck der rationalen Energieverwendung ;
 - Untersuchung des gesamten Energiesystems und allgemeine Studien ;
- (d) Urananreicherung, einschließlich gemeinsamer Programme
 - zur Überwachung von Entwicklungen in der Versorgung mit natürlichem und angereichertem Uran ;
 - zur Erleichterung der Entwicklung von natürlichen Uranvorkommen und von Anreicherungsdiensten ;
 - zur Förderung der erforderlichen Konsultationen zur Behandlung internationaler Fragen, die sich etwa im Zusammenhang mit der Ausweitung der Versorgung mit angereichertem Uran ergeben ;
 - zur Vorbereitung der erforderlichen Sammlung, Analyse und Verbreitung von Daten über die Planung von Anreicherungsdiensten.

2. Bei der Prüfung der Gebiete für gemeinsame Maßnahmen trägt die Ständige Gruppe den Tätigkeiten, die anderswo durchgeführt werden, gebührend Rechnung.

3. Nach Absatz 1 aufgestellte Programme können gemeinsam finanziert werden. Diese gemeinsame Finanzierung kann nach Artikel 64 Absatz 2 erfolgen.

Artikel 43

- 1. Der Geschäftsführende Ausschuß überprüft die Berichte der Ständigen Gruppe und unterbreitet dem Verwaltungsrat geeignete Vorschläge ; dieser beschließt darüber bis zum 1. Juli 1975.
- 2. Der Verwaltungsrat trägt den Möglichkeiten einer Zusammenarbeit in größerem Rahmen Rechnung.

*Kapitel VIII***BEZIEHUNGEN ZU FÖRDERLÄNDERN
UND ZU ANDEREN VERBRAUCHERLÄNDERN***Artikel 44*

Die Teilnehmerstaaten werden sich bemühen, Beziehungen auf der Grundlage der Zusammenarbeit zu Ölförderländern und zu anderen Ölverbraucherländern einschließlich der Entwicklungsländer zu fördern. Sie werden laufend die Entwicklungen im Energiebereich überprüfen, um Möglichkeiten für einen konstruktiven Dialog sowie andere Formen der Zusammenarbeit mit Förderländern und mit anderen Verbraucherländern aufzuzeigen und um diesen Dialog und diese Zusammenarbeit zu fördern.

Artikel 45

Zur Erreichung der in Artikel 44 aufgeführten Ziele werden die Teilnehmerstaaten die Bedürfnisse und Interessen anderer Ölverbraucherländer, insbesondere der Entwicklungsländer, voll berücksichtigen.

Artikel 46

Im Rahmen des Programms werden die Teilnehmerstaaten ihre Meinungen über ihre Beziehungen zu Ölförderländern austauschen. Zu diesem Zweck sollen die Teilnehmerstaaten einander über die von ihnen mit Förderländern getroffenen gemeinsamen Maßnahmen unterrichten, die für die Ziele des Programms von Belang sind.

Artikel 47

Die Teilnehmerstaaten werden im Rahmen des Programms

- unter Berücksichtigung ihrer laufenden Überprüfung der Entwicklung der internationalen Energielage und ihrer Auswirkung auf die Weltwirtschaft nach Möglichkeiten und Methoden der Förderung eines stabilen internationalen Ölhandels und einer gesicherten Ölversorgung zu vernünftigen und gerechten Bedingungen für jeden Teilnehmerstaat suchen ;

- unter Berücksichtigung der in anderen internationalen Organisationen aufgenommenen Arbeiten andere mögliche Gebiete der Zusammenarbeit prüfen, einschließlich der Aussichten für eine Zusammenarbeit bei der beschleunigten Industrialisierung und sozialen und wirtschaftlichen Entwicklung in den wichtigsten Fördergebieten sowie ihrer Auswirkungen auf den internationalen Handel und die internationale Investitionstätigkeit;
- die Aussichten für eine Zusammenarbeit mit Ölförderländern in Energiefragen von gemeinsamem Interesse wie der rationellen Energieverwendung, der Entwicklung alternativer Quellen sowie der Forschung und Entwicklung laufend überprüfen.

Artikel 48

1. Die Ständige Gruppe für die Beziehungen zu Förderländern und zu anderen Verbraucherländern wird die in diesem Kapitel bezeichneten Angelegenheiten prüfen und dem Geschäftsführenden Ausschuß darüber Bericht erstatten.
2. Der Geschäftsführende Ausschuß kann dem Verwaltungsrat Vorschläge über geeignete gemeinsame Maßnahmen in bezug auf diese Angelegenheiten unterbreiten; der Verwaltungsrat beschließt über diese Vorschläge.

*Kapitel IX***INSTITUTIONELLE
UND ALLGEMEINE BESTIMMUNGEN***Artikel 49*

1. Die Agentur hat folgende Organe:
 - einen Verwaltungsrat,
 - einen Geschäftsführenden Ausschuß,
 - Ständige Gruppen für
 - Notstandsfragen
 - den Ölmarkt

- langfristige Zusammenarbeit
- die Beziehungen zu Förderländern und zu anderen Verbraucherländern.

2. Der Verwaltungsrat oder der Geschäftsführende Ausschuß kann mit Stimmenmehrheit jedes anderes für die Durchführung des Programms erforderliche Organ einsetzen.

3. Die Agentur hat ein Sekretariat, das die in den Absätzen 1 und 2 genannten Organe unterstützt.

VERWALTUNGSRAT

Artikel 50

1. Der Verwaltungsrat besteht aus einem oder mehreren Ministern oder deren Delegierten aus jedem Teilnehmerstaat.

2. Der Verwaltungsrat nimmt mit Stimmenmehrheit seine Geschäftsordnung an. Sofern in der Geschäftsordnung nichts anderes beschlossen wird, findet sie auch auf den Geschäftsführenden Ausschuß und die Ständigen Gruppen Anwendung.

3. Der Verwaltungsrat wählt mit Stimmenmehrheit seinen Vorsitzenden und seine Stellvertretenden Vorsitzenden.

Artikel 51

1. Der Verwaltungsrat faßt Beschlüsse und gibt Empfehlungen ab, die für den reibungslosen Ablauf des Programms erforderlich sind.

2. Der Verwaltungsrat überprüft in regelmäßigen Abständen die Entwicklung der internationalen Energielage, einschließlich der Probleme im Zusammenhang mit der Ölversorgung eines oder mehrerer Teilnehmerstaaten, sowie die wirtschaftlichen und währungspolitischen Folgen dieser Entwicklung und trifft geeignete Maßnahmen. Bei seinen Tätigkeiten im Zusammenhang mit den wirtschaftlichen und währungspolitischen Folgen der Entwicklung der internationalen Energielage berücksichtigt der Verwaltungsrat die Zuständigkeit und die Tätigkeiten der für gesamtwirtschaftliche und währungspolitische Fragen verantwortlichen internationalen Institutionen.

3. Der Verwaltungsrat kann mit Stimmenmehrheit jede seiner Aufgaben auf jedes andere Organ der Agentur übertragen.

Artikel 52

1. Vorbehaltlich des Artikels 61 Absatz 2 und des Artikels 65 sind die Beschlüsse, die nach diesem Übereinkommen vom Verwaltungsrat oder von jedem anderen Organ auf Grund einer Aufgabenübertragung durch den Rat gefaßt werden, für die Teilnehmerstaaten bindend.

2. Empfehlungen sind nicht bindend.

GESCHÄFTSFÜHRENDER AUSSCHUSS*Artikel 53*

1. Der Geschäftsführende Ausschuß besteht aus einem oder mehreren hohen Vertretern der Regierung jedes Teilnehmerstaats.

2. Der Geschäftsführende Ausschuß erfüllt die ihm in diesem Übereinkommen zugewiesenen sowie alle anderen ihm vom Verwaltungsrat übertragenen Aufgaben.

3. Der Geschäftsführende Ausschuß kann jede in den Rahmen dieses Übereinkommens fallende Angelegenheit prüfen und gegebenenfalls dem Verwaltungsrat dazu Vorschläge unterbreiten.

4. Der Geschäftsführende Ausschuß tritt zusammen, wenn dies von einem Teilnehmerstaat verlangt wird.

5. Der Geschäftsführende Ausschuß wählt mit Stimmenmehrheit seinen Vorsitzenden und seine Stellvertretenden Vorsitzenden.

STÄNDIGE GRUPPEN*Artikel 54*

1. Jede Ständige Gruppe besteht aus einem oder mehreren Vertretern der Regierung jedes Teilnehmerstaats.

2. Der Geschäftsführende Ausschuß wählt mit Stimmenmehrheit die Vorsitzenden und die Stellvertretenden Vorsitzenden der Ständigen Gruppen.

Artikel 55

1. Die Ständige Gruppe für Notstandsfragen erfüllt die ihr in den Kapiteln I bis V und in der Anlage zugewiesenen sowie alle anderen ihr vom Verwaltungsrat übertragenen Aufgaben.
2. Die Ständige Gruppe kann jede in den Rahmen der Kapitel I bis V und der Anlage fallende Angelegenheit prüfen und dem Geschäftsführenden Ausschuß darüber berichten.
3. Die Ständige Gruppe kann die Ölgesellschaften über jede in ihren Zuständigkeitsbereich fallende Angelegenheit konsultieren.

Artikel 56

1. Die Ständige Gruppe für den Ölmarkt erfüllt die ihr in den Kapiteln V und VI zugewiesenen sowie alle anderen ihr vom Verwaltungsrat übertragenen Aufgaben.
2. Die Ständige Gruppe kann jede in den Rahmen der Kapitel V und VI fallende Angelegenheit prüfen und dem Geschäftsführenden Ausschuß darüber berichten.
3. Die Ständige Gruppe kann die Ölgesellschaften über jede in ihren Zuständigkeitsbereich fallende Angelegenheit konsultieren.

Artikel 57

1. Die Ständige Gruppe für langfristige Zusammenarbeit erfüllt die ihr in Kapitel VII zugewiesenen sowie alle anderen ihr vom Verwaltungsrat übertragenen Aufgaben.
2. Die Ständige Gruppe kann jede in den Rahmen des Kapitels VII fallende Angelegenheit prüfen und dem Geschäftsführenden Ausschuß darüber berichten.

Artikel 58

1. Die Ständige Gruppe für die Beziehungen zu Förderländern und zu anderen Verbraucherländern erfüllt die ihr in Kapitel VIII zugewiesenen sowie alle anderen ihr vom Verwaltungsrat übertragenen Aufgaben.

2. Die Ständige Gruppe kann jede in den Rahmen des Kapitels VIII fallende Angelegenheit prüfen und dem Geschäftsführenden Ausschuß darüber berichten.
3. Die Ständige Gruppe kann die Ölgesellschaften über jede in ihren Zuständigkeitsbereich fallende Angelegenheit konsultieren.

SEKRETARIAT*Artikel 59*

1. Das Sekretariat besteht aus einem Exekutivdirektor und dem erforderlichen Personal.
2. Der Exekutivdirektor wird vom Verwaltungsrat ernannt.
3. Bei der Erfüllung ihrer Aufgaben im Rahmen dieses Übereinkommens sind der Exekutivdirektor und das Personal den Organen der Agentur gegenüber verantwortlich und erstatten ihnen Bericht.
4. Der Verwaltungsrat faßt mit Stimmenmehrheit alle für die Einrichtung und den Betrieb des Sekretariats erforderlichen Beschlüsse.

Artikel 60

Das Sekretariat erfüllt die ihm in diesem Übereinkommen zugewiesenen sowie alle anderen ihm vom Verwaltungsrat zugewiesenen Aufgaben.

ABSTIMMUNG*Artikel 61*

1. Der Verwaltungsrat nimmt Beschlüsse und Empfehlungen, für die in diesem Übereinkommen keine ausdrückliche Abstimmungsvorschrift enthalten ist, wie folgt an :

(a) mit Stimmenmehrheit :

- Beschlüsse über die Durchführung des Programms, einschliesslich der Beschlüsse zur Anwendung von Bestimmungen dieses Übereinkommens, die den Teilnehmerstaaten bereits bestimmte Verpflichtungen auferlegen ;

- Beschlüsse über Verfahrensfragen ;
 - Empfehlungen ;
- (b) einstimmig :
- alle sonstigen Beschlüsse, insbesondere einschließlich der Beschlüsse, die den Teilnehmerstaaten neue, in diesem Übereinkommen noch nicht festgelegte Verpflichtungen auferlegen.
2. Die in Absatz 1 Buchstabe (b) genannten Beschlüsse können vorsehen,
- (a) daß sie für einen oder mehrere Teilnehmerstaaten nicht bindend sind ;
 - (b) daß sie nur unter bestimmten Bedingungen bindend sind.

Artikel 62

1. Die Einstimmigkeit erfordert alle Stimmen der anwesenden und abstimmenden Teilnehmerstaaten. Staaten, die sich der Stimme enthalten, gelten nicht als abstimmende Staaten.
2. Ist Stimmenmehrheit oder eine qualifizierte Mehrheit erforderlich, so haben die Stimmen der Teilnehmerstaaten folgendes Gewicht :

	Allgemeine Stimmen- gewichte	Stimmen- gewichte nach dem Ölverbrauch	Kombi- nierte Stimmen- gewichte
Belgien	3	2	5
Dänemark	3	1	4
Deutschland	3	8	11
Irland	3	0	3
Italien	3	6	9
Japan	3	15	18
Kanada	3	5	8
Luxemburg	3	0	3
Niederlande	3	2	5
Österreich	3	1	4
Schweden	3	2	5
Schweiz	3	1	4
Spanien	3	2	5
Türkei	3	1	4
Vereinigtes Königreich	3	6	9
Vereinigte Staaten	3	48	51
Insgesamt	48	100	148

3. Die Stimmenmehrheit erfordert 60 Prozent der gesamten kombinierten Stimmengewichte und 50 Prozent der abgegebenen allgemeinen Stimmengewichte.

4. Die qualifizierte Mehrheit erfordert

(a) 60 Prozent der gesamten kombinierten Stimmengewichte und 36 allgemeine Stimmengewichte bei

- dem Beschuß nach Artikel 2 Absatz 2 über die Erhöhung der Pflicht-Notstandsreserven ;
- Beschlüssen nach Artikel 19 Absatz 3, die in den Artikeln 13 und 14 genannten Notstandsmaßnahmen nicht in Kraft zu setzen ;
- Beschlüssen nach Artikel 20 Absatz 3 über Maßnahmen, die notwendig sind, um den Erfordernissen der Lage gerecht zu werden ;
- Beschlüssen nach Artikel 23 Absatz 3, die in den Artikeln 13 und 14 genannten Notstandsmaßnahmen aufrechtzuerhalten ;
- Beschlüssen nach Artikel 24, die in den Artikeln 13 und 14 genannten Notstandsmaßnahmen außer Kraft zu setzen ;

(b) 42 allgemeine Stimmengewichte bei

- Beschlüssen nach Artikel 19 Absatz 3, die in Artikel 17 genannten Notstandsmaßnahmen nicht in Kraft zu setzen ;
- Beschlüssen nach Artikel 23 Absatz 3, die in Artikel 17 genannten Notstandsmaßnahmen aufrechtzuerhalten ;
- Beschlüssen nach Artikel 24, die in Artikel 17 genannten Notstandsmaßnahmen außer Kraft zu setzen.

5. Der Verwaltungsrat beschließt einstimmig über die notwendige Erhöhung, Herabsetzung und Neuverteilung der in Absatz 2 bezeichneten Stimmengewichte sowie über Änderungen der in den Absätzen 3 und 4 festgelegten Abstimmungserfordernisse für den Fall,

- daß ein Staat diesem Übereinkommen nach Artikel 71 beitritt oder
- daß ein Staat nach Artikel 68 Absatz 2 oder Artikel 69 Absatz 2 von diesem Übereinkommen zurücktritt.

6. Der Verwaltungsrat überprüft jährlich die Anzahl und Verteilung der in Absatz 2 festgelegten Stimmengewichte und beschließt auf Grund dieser Prüfung einstimmig, ob diese Stimmengewichte erhöht oder herabgesetzt oder aber neu verteilt werden sollen oder beides, weil eine Änderung im Anteil eines Teilnehmerstaats am Gesamtölverbrauch eingetreten ist oder ein anderer Grund vorliegt.

7. Jede Änderung in Absatz 2, 3 oder 4 muß den Grundsätzen jener Absätze und des Absatzes 6 entsprechen.

BEZIEHUNGEN ZU ANDEREN RECHTSTRÄGERN

Artikel 63

Zur Erreichung der Ziele des Programms kann die Agentur zu Nichtteilnehmerstaaten, staatlichen oder nichtstaatlichen internationalen Organisationen, sonstigen Rechtsträgern und Einzelpersonen geeignete Beziehungen herstellen.

FINANZIELLE REGELUNGEN

Artikel 64

1. Die Kosten des Sekretariats und alle sonstigen allgemeinen Kosten werden auf alle Teilnehmerstaaten nach einem Beitragsschlüssel umgelegt, der nach den in der Anlage zu der „Entschließung des OECD-Rates über die Festsetzung des Schlüssels für die Beiträge der Mitgliedstaaten zum Haushalt der Organisation“ vom 10. Dezember 1963 dargelegten Grundsätzen und Vorschriften ausgearbeitet wird. Nach dem ersten Jahr der Anwendung dieses Übereinkommens überprüft der Verwaltungsrat diesen Beitragsschlüssel und beschließt einstimmig über etwaige angemessene Änderungen nach Artikel 73.
2. Besondere Kosten, die im Zusammenhang mit den nach Artikel 65 ausgeübten Sonderaktivitäten entstehen, werden auf die an diesen Sonderaktivitäten beteiligten Teilnehmerstaaten in einem Verhältnis umgelegt, das einstimmig zwischen ihnen vereinbart wird.
3. Der Exekutivdirektor legt dem Verwaltungsrat nach Maßgabe der von diesem angenommenen Finanzordnung bis zum 1. Oktober eines jeden Jahres einen Haushaltspanentwurf vor, der den Personalbedarf umfaßt. Der Verwaltungsrat nimmt den Haushaltsplan mit Stimmenmehrheit an.
4. Der Verwaltungsrat faßt mit Stimmenmehrheit alle sonstigen notwendigen Beschlüsse über die Finanzverwaltung der Agentur.
5. Das Rechnungsjahr beginnt am 1. Januar und endet am 31. Dezember eines jeden Jahres. Am Ende jedes Rechnungsjahrs werden Einnahmen und Ausgaben der Rechnungsprüfung unterworfen.

SONDERTÄTIGKEITEN*Artikel 65*

1. Zwei oder mehr Teilnehmerstaaten können beschließen, im Rahmen dieses Übereinkommens Sondertätigkeiten auszuüben, die nicht unter die nach den Kapiteln I bis V von allen Teilnehmerstaaten auszuübenden Tätigkeiten fallen. Teilnehmerstaaten, die an diesen Sondertätigkeiten nicht teilzunehmen wünschen, beteiligen sich nicht an diesen Beschlüssen und werden durch sie nicht gebunden. Teilnehmerstaaten, die diese Tätigkeiten ausüben, halten den Verwaltungsrat darüber auf dem laufenden.

2. Für die Durchführung dieser Sondertätigkeiten können die betreffenden Teilnehmerstaaten andere Abstimmungsverfahren als die in den Artikeln 61 und 62 vorgesehenen vereinbaren.

DURCHFÜHRUNG DES ÜBEREINKOMMENS*Artikel 66*

Jeder Teilnehmerstaat trifft die erforderlichen Maßnahmen — einschließlich der erforderlichen gesetzgeberischen Maßnahmen — zur Durchführung dieses Übereinkommens und der vom Verwaltungsrat gefaßten Beschlüsse.

*Kapitel X***SCHLUSSBESTIMMUNGEN***Artikel 67*

1. Jeder Unterzeichnerstaat notifiziert der Regierung des Königreichs Belgien bis zum 1. Mai 1975, daß er, nachdem er seinen verfassungsrechtlichen Verfahren entsprochen hat, zustimmt, durch dieses Übereinkommen gebunden zu sein.

2. Am zehnten Tag nach dem Tag, an dem mindestens sechs Staaten, die mindestens 60 Prozent der in Artikel 62 genannten kombinierten Stimmengewichte innehaben, eine Notifikation der Zustimmung, durch dieses Übereinkommen gebunden zu sein, oder ihre Beitrittsurkunde hinterlegt haben, tritt dieses Übereinkommen für diese Staaten in Kraft.

3. Für jeden Unterzeichnerstaat, der seine Notifikation danach hinterlegt, tritt dieses Übereinkommen am zehnten Tag nach dem Tag der Hinterlegung in Kraft.

4. Der Verwaltungsrat kann auf Ersuchen eines Unterzeichnerstaats mit Stimmenmehrheit beschließen, die Frist für die Notifikation für diesen Staat über den 1. Mai 1975 hinaus zu verlängern.

Artikel 68

1. Ungeachtet des Artikels 67 wird dieses Übereinkommen von allen Unterzeichnerstaaten, soweit dies möglich und mit ihrer Gesetzgebung nicht unvereinbar ist, vom 18. November 1974 im Anschluß an die erste Sitzung des Verwaltungsrats an vorläufig angewendet.

2. Die vorläufige Anwendung dieses Übereinkommens dauert an

- bis zum Inkrafttreten des Übereinkommens für den betreffenden Staat nach Artikel 67,
- bis 60 Tage nach Eingang einer Notifikation bei der Regierung des Königreichs Belgien, daß der betreffende Staat nicht zustimmen wird, durch das Übereinkommen gebunden zu sein, oder
- bis zum Ablauf der in Artikel 67 genannten Frist für die Notifikation der Zustimmung durch den betreffenden Staat.

Artikel 69

1. Dieses Übereinkommen bleibt vom Tag seines Inkrafttretens an zehn Jahre und danach weiterhin in Kraft, sofern und solange der Verwaltungsrat nicht mit Stimmenmehrheit die Beendigung des Übereinkommens beschließt.

2. Jeder Teilnehmerstaat kann die Anwendung dieses Übereinkommens frühestens drei Jahre nach dem ersten Tag der vorläufigen Anwendung des Übereinkommens für sich beenden, indem er der Regierung des Königreichs Belgien unter Einhaltung einer Frist von zwölf Monaten eine schriftliche Kündigung übermittelt.

Artikel 70

1. Jeder Staat kann im Zeitpunkt der Unterzeichnung, der in Artikel 67 vorgesehenen Notifikation der Zustimmung, gebunden zu sein, des Beitritts oder jederzeit danach durch eine an die Regierung des Königreichs Belgien gerichtete Notifikation erklären, daß dieses Übereinkommen auf alle oder einzelne Hoheitsgebiete, für deren internationale Beziehungen er verantwortlich ist, oder auf Hoheitsgebiete innerhalb seiner Grenzen Anwendung findet, für deren Ölversorgung er rechtlich verantwortlich ist.
2. Jede nach Absatz 1 abgegebene Erklärung kann in bezug auf jedes darin genannte Hoheitsgebiet nach Artikel 69 Absatz 2 zurückgenommen werden.

Artikel 71

1. Dieses Übereinkommen steht für jedes Mitglied der Organisation für Wirtschaftliche Zusammenarbeit und Entwicklung zum Beitritt offen, das in der Lage und bereit ist, den Erfordernissen des Programms gerecht zu werden. Der Verwaltungsrat beschließt mit Stimmenmehrheit über jeden Antrag auf Beitritt.
2. Dieses Übereinkommen tritt für jeden Staat, dessen Antrag auf Beitritt stattgegeben wurde, am zehnten Tag nach Hinterlegung seiner Beitrittsurkunde bei der Regierung des Königreichs Belgien oder am Tag des Inkrafttretens des Übereinkommens nach Artikel 67 Absatz 2 in Kraft, je nachdem, welches der spätere Zeitpunkt ist.
3. Bis zum 1. Mai 1975 kann der Beitritt vorläufig unter den in Artikel 68 dargelegten Bedingungen erfolgen.

Artikel 72

1. Dieses Übereinkommen steht für die Europäischen Gemeinschaften zum Beitritt offen.
2. Dieses Übereinkommen behindert nicht die weitere Durchführung der Verträge zur Gründung der Europäischen Gemeinschaften.

Artikel 73

Der Verwaltungsrat kann dieses Übereinkommen jederzeit einstimmig ändern. Die Änderung tritt in einer Weise in Kraft, die der Verwaltungsrat einstimmig festlegt, wobei er dafür Sorge trägt, daß die Teilnehmerstaaten ihren verfassungsrechtlichen Verfahren entsprechen können.

Artikel 74

Dieses Übereinkommen unterliegt nach dem 1. Mai 1980 einer allgemeinen Überprüfung.

Artikel 75

Die Regierung des Königreichs Belgien notifiziert allen Teilnehmerstaaten die Hinterlegung jeder in Artikel 67 vorgesehenen Notifikation der Zustimmung, gebunden zu sein, und jeder Beitrittsurkunde, das Inkrafttreten dieses Übereinkommens oder jede Änderung desselben, jede Kündigung des Übereinkommens und den Eingang jeder sonstigen Erklärung oder Notifikation.

Artikel 76

Die Urschrift dieses Übereinkommens, dessen deutscher, englischer und französischer Wortlaut gleichermaßen verbindlich ist, wird bei der Regierung des Königreichs Belgien hinterlegt; diese übermittelt jedem anderen Teilnehmerstaat eine beglaubigte Abschrift.

ZU URKUND DESSEN haben die hierzu von ihren Regierungen gehörig befugten Unterzeichneten dieses Übereinkommen unterschrieben.

GESCHEHEN zu Paris am 18. November 1974.

IN WITNESS WHEREOF the undersigned, being duly authorised thereto by their respective Governments, have signed this Agreement.

DONE at Paris, this eighteenth day of November, Nineteen Hundred and Seventy Four.

EN FOI DE QUOI, les soussignés, dûment autorisés à cet effet par leurs Gouvernements respectifs, ont signé le présent Accord.

FAIT à Paris, le dix-huit novembre mil neuf cent soixante-quatorze.

ZU URKUND DESSEN haben die hierzu von ihren Regierungen gehörig befugten Unterzeichneten dieses Übereinkommen unterschrieben.

GESCHEHEN zu Paris am 18. November 1974.

For the REPUBLIC OF AUSTRIA :

Pour la RÉPUBLIQUE D'AUTRICHE : Dr. GEORG SEYFFERTITZ

Für die REPUBLIK ÖSTERREICH :

For the KINGDOM OF BELGIUM :

Pour le ROYAUME DE BELGIQUE : E. DAVIGNON

Für das KÖNIGREICH BELGIEN :

For CANADA :

Pour le CANADA : P.M. TOWE

Für KANADA :

For the KINGDOM OF DENMARK :

Pour le ROYAUME DE DANEMARK :

Für das KÖNIGREICH DÄNEMARK :

JENS CHRISTENSEN

For the FEDERAL REPUBLIC OF GERMANY :

Pour la RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE :

Für die BUNDESREPUBLIK DEUTSCHLAND :

E. EMMEL

ROHWEDDER

For IRELAND :

Pour l'IRLANDE :

Für IRLAND :

EAMONN GALLAGHER

For the ITALIAN REPUBLIC :

Pour la RÉPUBLIQUE ITALIENNE :

Für die ITALIENISCHE REPUBLIK:

CESIDIO GUAZZARONI

For JAPAN :

Pour le JAPON :

Für JAPAN :

BUNROKU YOSHINO

For the GRAND DUCHY OF LUXEMBOURG :

Pour le GRAND DUCHÉ DE LUXEMBOURG :

Für das GROSSHERZOGTUM LUXEMBURG:

REICHLING

For the KINGDOM OF THE NETHERLANDS :

Pour le ROYAUME DES PAYS-BAS :

Für das KÖNIGREICH DER NIEDERLANDE :

F. ITALIANER

K. WESTERHOFF

For SPAIN :

Pour l'ESPAGNE :

Für SPANIEN :

Marquis de NERVA

For the KINGDOM OF SWEDEN :

Pour le ROYAUME DE SUÈDE :

Für das KÖNIGREICH SCHWEDEN :

HANS V. EWERLÖF

For the SWISS CONFEDERATION :

Pour la CONFÉDÉRATION SUISSE :

Für die SCHWEIZERISCHE EIDGENOSSENSCHAFT:

P. LANGUETIN

For the REPUBLIC OF TURKEY:

Pour la RÉPUBLIQUE DE TURQUIE :

Für die REPUBLIK TÜRKEI :

MEMDUH AYTÜR

For the UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND :

Pour le ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD :

Für das VEREINIGTE KÖNIGREICH VON
GROSSBRITANNIEN UND NORDIRLAND :

LEONARD WILLIAMS

For the UNITED STATES OF AMERICA :

Pour les ÉTATS-UNIS D'AMÉRIQUE :

Für die VEREINIGTEN STAATEN VON AMERIKA:

THOMAS O. ENDERS

TIAS 8278

*ANNEX***EMERGENCY RESERVES***Article I*

1. Total oil stocks are measured according to the OECD and EEC definitions, revised as follows:

A. Stocks included:

- crude oil, major products and unfinished oils held
 - in refinery tanks
 - in bulk terminals
 - in pipeline tankage
 - in barges
 - in intercoastal tankers
 - in oil tankers in port
 - in inland ship bunkers
 - in storage tank bottoms
 - in working stocks
 - by large consumers as required by law or otherwise controlled by Governments.

B. Stocks excluded:

- (a) crude oil not yet produced
- (b) crude oil, major products and unfinished oils held
 - in pipelines
 - in rail tank cars
 - in truck tank cars
 - in seagoing ships' bunkers
 - in service stations and retail stores
 - by other consumers
 - in tankers at sea
 - as military stocks.

2. That portion of oil stocks which can be credited toward each Participating Country's emergency reserve commitment is its total oil stocks under the above definition minus those stocks which can be technically determined as being absolutely unavailable in even the most severe emergency. The Standing Group on Emergency Questions shall examine this concept and report on criteria for the measurement of absolutely unavailable stocks.

3. Until a decision has been taken on this matter, each Participating Country shall subtract 10 per cent from its total stocks in measuring its emergency reserves.

4. The Standing Group on Emergency Questions shall examine and report to the Management Committee on:

- (a) the modalities of including naphtha for uses other than motor and aviation gasoline in the consumption against which stocks are measured,
- (b) the possibility of creating common rules for the treatment of marine bunkers in an emergency, and of including marine bunkers in the consumption against which stocks are measured,
- (c) the possibility of creating common rules concerning demand restraint for aviation bunkers,
- (d) the possibility of crediting towards emergency reserve commitments some portion of oil at sea at the time of activation of emergency measures,
- (e) the possibility of increasing supplies available in an emergency through savings in the distribution system.

Article 2

1. Fuel switching capacity is defined as normal oil consumption that may be replaced by other fuels in an emergency, provided that this capacity is subject to government control in an emergency, can be brought into operation within one month, and that secure supplies of the alternative fuel are available for use.

2. The supply of alternative fuel shall be expressed in terms of oil equivalent.

3. Stocks of an alternative fuel reserved for fuel switching purposes may be credited towards emergency reserve commitments insofar as they can be used during the period of self-sufficiency.

4. Stand-by production of an alternative fuel reserved for fuel switching purposes will be credited towards emergency reserve commitments on the same basis as stand-by oil production, subject to the provisions of Article 4 of this Annex.

5. The Standing Group on Emergency Questions shall examine and report to the Management Committee on

- (a) the appropriateness of the time limit of one month mentioned in paragraph 1,
- (b) the basis of accounting for the fuel switching capacity based on stocks of an alternative fuel, subject to the provisions of paragraph 3.

Article 3

A Participating Country may credit towards its emergency reserve commitment oil stocks in another country, provided that the Government of that other country has an agreement with the Government of the Participating Country that it shall impose no impediment to the transfer of those stocks in an emergency to the Participating Country.

Article 4

1. Stand-by oil production is defined as a Participating Country's potential oil production in excess of normal oil production within its jurisdiction

- which is subject to government control, and
- which can be brought into use during an emergency within the period of self-sufficiency.

2. The Standing Group on Emergency Questions shall examine and report to the Management Committee on

- (a) the concept of and methods of measurement of stand-by oil production as referred to in paragraph 1,
- (b) the appropriateness of "the period of self-sufficiency" as a time limit,
- (c) the question of whether a given quantity of stand-by oil production is of greater value for purposes of emergency self-sufficiency than the same quantity of oil stocks, the amount of a possible credit for stand-by production, and the method of its calculation.

Article 5

Stand-by oil production available to a Participating Country within the jurisdiction of another country may be credited towards its emergency reserve commitment

on the same basis as stand-by oil production within its own jurisdiction, subject to the provisions of Article 4 of this Annex provided that the Government of that other country has an agreement with the Government of the Participating Country that it shall impose no impediment to the supply of oil from that stand-by capacity to the Participating Country in an emergency.

Article 6

The Standing Group on Emergency Questions shall examine and report to the Management Committee on the possibility of crediting towards a Participating Country's emergency reserve commitment mentioned in Article 2, paragraph 2, of the Agreement, long term investments which have the effect of reducing the Participating Country's dependence on imported oil.

Article 7

1. The Standing Group on Emergency Questions shall examine and report to the Management Committee regarding the reference period set out in Article 2, paragraph 1, of the Agreement, in particular taking into account such factors as growth, seasonal variations in consumption and cyclical changes.

2. A decision by the Governing Board to change the definition of the reference period mentioned in paragraph 1 shall be taken by unanimity.

Article 8

The Standing Group on Emergency Questions shall examine and report to the Management Committee on all elements of Chapters I to IV of the Agreement to eliminate possible mathematical and statistical anomalies.

Article 9

The reports from the Standing Group on Emergency Questions on the matters mentioned in this Annex shall be submitted to the Management Committee by 1st April, 1975. The Management Committee shall make proposals, as appropriate, to the Governing Board, which, acting by majority, not later than 1st July, 1975, shall decide on these proposals, except as provided for in Article 7, paragraph 2, of this Annex.

*ANNEXE***RÉSERVES D'URGENCE***Article I*

1. Les stocks totaux de pétrole sont calculés conformément aux définitions de l'OCDE et de la CEE, ajustées comme suit :

A. Stocks inclus :

Le pétrole brut, les principaux produits et les huiles non encore raffinées, détenus :

- dans les réservoirs des raffineries
- dans les terminaux de charge
- dans les réservoirs d'alimentation des oléoducs
- dans les chalands
- dans les caboteurs-citernes pétroliers
- dans les pétroliers séjournant dans les ports
- dans les soutes des bateaux de navigation intérieure
- dans le fond des réservoirs
- sous forme de stocks d'exploitation
- par d'importants consommateurs en vertu d'obligations légales ou d'autres directives des pouvoirs publics.

B. Stocks exclus :

- (a) le pétrole brut non encore produit
- (b) le pétrole brut, les principaux produits et les huiles non encore raffinées, détenus :
 - dans les oléoducs
 - dans les wagons-citernes
 - dans les camions-citernes
 - dans les soutes des bâtiments de haute mer
 - dans les stations services et les magasins de détail

- par d'autres consommateurs
- dans les pétroliers en mer
- sous forme de stocks militaires.

2. La part des stocks de pétrole susceptible d'être comptabilisée au titre des engagements en matière de réserves d'urgence de chaque Pays Participant est égale à l'ensemble de ses stocks de pétrole calculés suivant la définition de l'alinéa précédent, après déduction des stocks que l'on peut techniquement définir comme absolument indisponibles même en cas d'extrême urgence. Le Groupe Permanent sur les questions urgentes étudiera ce concept et présentera un rapport sur les critères à retenir pour le calcul du montant des stocks absolument indisponibles.

3. Aussi longtemps qu'une décision n'aura pas été prise en cette matière, chaque Pays Participant retranchera 10 % de l'ensemble de ses stocks pour calculer ses réserves d'urgence.

4. Le Groupe Permanent sur les questions urgentes examinera les questions suivantes et fera rapport à leur sujet au Comité de Gestion :

- (a) modalités d'inclusion du naphta utilisé à d'autres fins que l'essence-auto et l'essence-avion dans la consommation servant de base au calcul des stocks,
- (b) possibilité d'élaborer des règles communes pour le traitement des soutes marines en cas d'urgence et d'inclure les soutes marines dans la consommation servant de base au calcul des stocks,
- (c) possibilité d'élaborer des règles communes visant la restriction de la demande en matière de soutes d'aviation,
- (d) possibilité d'inclure dans les engagements en matière de réserves d'urgence une part du pétrole se trouvant en mer au moment de la mise en vigueur des mesures d'urgence,
- (e) possibilité d'accroître les approvisionnements disponibles en cas d'urgence par des économies réalisées dans le système de distribution.

Article 2

1. Par capacité de commutation de combustibles, il faut entendre la consommation normale de pétrole susceptible, en cas d'urgence, d'être remplacée par l'utilisation d'autres combustibles, à condition que cette capacité soit placée sous le contrôle des pouvoirs publics en cas d'urgence, qu'elle puisse être mise en œuvre dans un délai d'un mois et que des approvisionnements assurés du combustible de substitution soient disponibles pour être utilisés.

2. Les approvisionnements en combustible de substitution sont exprimés en termes d'équivalent pétrole.

3. Les réserves d'un combustible de substitution destinées à des fins de commutation peuvent être prises en considération au titre des engagements en matière de réserves d'urgence dans la mesure où elles peuvent être utilisées au cours de la période d'autonomie.

4. La production de réserve d'un combustible de substitution destiné à des fins de commutation sera prise en considération au titre des engagements en matière de réserves d'urgence suivant les mêmes modalités que la production de pétrole de réserve, conformément aux dispositions de l'Article 4 de la présente Annexe.

5. Le Groupe Permanent sur les questions urgentes examinera les questions suivantes et fera rapport à leur sujet au Comité de Gestion :

- (a) pertinence du délai d'un mois mentionné à l'alinéa 1,
- (b) modalités de prise en compte de la capacité de commutation de combustibles fondée sur les réserves d'un combustible de substitution, conformément aux dispositions de l'alinéa 3.

Article 3

Un Pays Participant peut comptabiliser, au titre de ses engagements en matière de réserves d'urgence, des stocks pétroliers détenus dans un autre pays à condition que le Gouvernement de cet autre pays ait conclu avec le Gouvernement du Pays Participant un accord stipulant qu'il ne fera pas obstacle, en cas d'urgence, au transfert de ces stocks au Pays Participant.

Article 4

1. Par production pétrolière de réserve, il faut entendre la production potentielle de pétrole d'un Pays Participant excédant la production pétrolière normale dans les limites de sa juridiction et qui :

- est placée sous le contrôle des pouvoirs publics, et qui
- est susceptible d'être mise en exploitation en cas d'urgence au cours de la période d'autonomie énergétique.

2. Le Groupe Permanent sur les questions urgentes examinera les points suivants et fera rapport à leur sujet au Comité de Gestion :

- (a) concept et mode d'évaluation de la production pétrolière de réserve, telle qu'elle est définie à l'alinéa 1,
- (b) mesure dans laquelle la « période d'autonomie » constitue un délai approprié,
- (c) question de savoir si un volume donné de production pétrolière de réserve a plus de valeur aux fins d'autonomie énergétique en cas d'urgence qu'un volume identique de stocks pétroliers ; éventuelle prise en considération de la production de réserves : montant et mode de calcul.

Article 5

La production pétrolière de réserve dont dispose un Pays Participant, mais qui relève de la juridiction d'un autre pays, peut être comptabilisée au titre des engagements en matière de réserves d'urgence suivant les mêmes modalités que la production pétrolière de réserve qui relève de sa propre juridiction, aux termes de l'Article 4 de la présente Annexe, à condition que le Gouvernement de l'autre pays ait conclu avec le Gouvernement du Pays Participant un accord stipulant qu'il ne fera pas obstacle, en cas d'urgence, à l'approvisionnement du Pays Participant en pétrole provenant de cette capacité de réserve.

Article 6

Le Groupe Permanent sur les questions urgentes examinera la possibilité de prendre en considération, au titre des engagements en matière de réserves d'urgence d'un Pays Participant, visés à l'Article 2, alinéa 2 de l'Accord, les investissements à long terme ayant pour effet de réduire la mesure dans laquelle ce Pays Participant est tributaire des importations de pétrole et fera rapport à ce sujet au Comité de Gestion.

Article 7

1. Le Groupe Permanent sur les questions urgentes examinera les questions se rapportant à la période de référence visée à l'Article 2, alinéa 1 de l'Accord, en tenant compte en particulier de facteurs comme la croissance, les variations saisonnières de la consommation et les évolutions cycliques, et fera rapport à ce sujet au Comité de Gestion.

2. Les décisions du Conseil de Direction modifiant la définition de la période de référence visée à l'alinéa 1 sont prises à l'unanimité.

Article 8

Le Groupe Permanent sur les questions urgentes examinera tous les éléments des Chapitres I à IV de l'Accord, de manière à faire disparaître d'éventuelles anomalies d'ordre mathématique et statistique et fera rapport au Comité de Gestion à ce sujet.

Article 9

Les rapports du Groupe Permanent sur les questions urgentes, relatifs aux sujets mentionnés dans la présente Annexe, seront soumis au Comité de Gestion avant le 1^{er} avril 1975. Le Comité de Gestion soumettra, le cas échéant, des propositions au Conseil de Direction qui, se prononçant à la majorité et le 1^{er} juillet 1975 au plus tard, prendra une décision au sujet de ces propositions, sous réserve des dispositions de l'Article 7, alinéa 2, de la présente Annexe.

*ANLAGE***NOTSTANDSRESERVEN***Artikel I*

1. Die gesamten Ölrroräte werden nach den OECD- und EWG-Definitionen gemessen, die wie folgt revidiert werden :

A. Vorräte, die einbezogen werden :

- Rohöl, Haupterzeugnisse und Halbfertigfabrikate, gelagert
- in Raffinerietanks
 - in Umschlaglagern für nicht abgefülltes Öl
 - in Tanklagern an Rohrleitungen
 - in Leichtern
 - in Küstentankschiffen
 - in im Hafen liegenden Öltankschiffen
 - in Bunkern für Binnenschiffe
 - als Tankbodenbestand
 - in Betriebsvorräten
 - von Großverbrauchern auf Grund gesetzlicher Vorschriften oder anderweitig unter staatlicher Kontrolle.

B. Vorräte, die nicht einbezogen werden :

- (a) noch nicht gefördertes Rohöl
- (b) Rohöl, Haupterzeugnisse und Halbfertigfabrikate, gelagert
 - in Rohrleitungen
 - in Schienentankwagen
 - in Tanklastwagen
 - in Bunkern für Seeschiffe

- bei Tankstellen und im Einzelhandel
- von sonstigen Verbrauchern
- in Tankschiffen auf See
- als militärische Vorräte.

2. Der Teil der Ölrroräte, der auf die Pflicht-Notstandsreserven eines jeden Teilnehmerstaats angerechnet werden kann, entspricht seinen gesamten Ölrroräten auf Grund der obigen Definition abzüglich derjenigen Vorräte, die nach technischer Feststellung selbst im ernstesten Notstand absolut nicht verfügbar sind. Die Ständige Gruppe für Notstandsfragen prüft dieses Konzept und berichtet über Kriterien zur Messung absolut nicht verfügbarer Vorräte.

3. Bis zur Beschlusfassung in dieser Angelegenheit zieht jeder Teilnehmerstaat bei der Messung seiner Notstandsreserven 10 Prozent von seinen Gesamtvorräten ab.

4. Die Ständige Gruppe für Notstandsfragen prüft und berichtet dem Geschäftsführenden Ausschuß über

- (a) die Modalitäten der Einbeziehung von Naphtha, das nicht als Motoren- und Flugbenzin verwendet wird, in den Verbrauch, nach dem die Vorräte gemessen werden ;
- (b) die Möglichkeit der Schaffung gemeinsamer Vorschriften für die Behandlung von Bunkerbeständen für die Seeschiffahrt im Notstand und der Einbeziehung dieser Bunkerbestände in den Verbrauch, nach dem die Vorräte gemessen werden ;
- (c) die Möglichkeit der Schaffung gemeinsamer Vorschriften für die Drosselung der Nachfrage bei Bunkerbeständen für Flugzwecke ;
- (d) die Möglichkeit, einen Teil der im Zeitpunkt der Inkraftsetzung von Notstandsmaßnahmen auf See befindlichen Ölmenge auf die Pflicht-Notstandsreserven anzurechnen ;
- (e) die Möglichkeit, durch Einsparungen im Verteilungssystem die in einem Notstand verfügbaren Vorräte zu vergrößern.

Artikel 2

1. Als Kapazität der Umstellung auf andere Energieträger wird der normale Ölverbrauch bezeichnet, der im Notstand durch andere Energieträger ersetzt werden kann, unter der Voraussetzung, daß diese Kapazität im Notstand staatlicher Kontrolle unterliegt, innerhalb eines Monats in Betrieb genommen werden kann und daß sichere Vorräte an alternativen Energieträgern verwendungsfähig zur Verfügung stehen.

2. Der Vorrat an alternativen Energieträgern wird in Öleinheiten ausgedrückt.

3. Die Vorräte an alternativen Energieträgern, die für Zwecke der Umstellung auf andere Energieträger bereitgehalten werden, können auf die Pflicht-Notstandsreserven angerechnet werden, soweit sie während des Selbstversorgungszeitraums verwendet werden können.

4. Die bereitgehaltene zusätzliche Produktion eines alternativen Energieträgers, die für Zwecke der Umstellung auf andere Energieträger bestimmt ist, wird vorbehaltlich des Artikels 4 dieser Anlage auf die Pflicht-Notstandsreserven auf derselben Grundlage angerechnet wie die bereitgehaltene zusätzliche Ölförderung.

5. Die Ständige Gruppe für Notstandsfragen prüft und berichtet dem Geschäftsführenden Ausschuß über

- (a) die Angemessenheit der in Absatz 1 genannten Frist von einem Monat,
- (b) die Berechnungsbasis für die Kapazität der Umstellung auf andere Energieträger auf der Grundlage der Vorräte an alternativen Energieträgern vorbehaltlich des Absatzes 3.

Artikel 3

Ein Teilnehmerstaat kann die in einem anderen Staat unterhaltenen Ölrroräte auf seine Pflicht-Notstandsreserven anrechnen, sofern die Regierung dieses anderen Staates mit der Regierung des Teilnehmerstaats ein Abkommen geschlossen hat, daß sie die Beförderung dieser Vorräte in den Teilnehmerstaat in einem Notstand nicht behindern wird.

Artikel 4

1. Als bereitgehaltene zusätzliche Ölförderung wird die potentielle Ölförderung eines Teilnehmerstaats bezeichnet, die über die normale Ölförderung innerhalb seines Hoheitsbereichs hinausgeht und die

- staatlicher Kontrolle unterliegt und
- im Notstand innerhalb des Selbstversorgungszeitraums in Betrieb genommen werden kann.

2. Die Ständige Gruppe für Notstandsfragen prüft und berichtet dem Geschäftsführenden Ausschuß über

- (a) die Konzeption und Methoden zur Messung der in Absatz 1 genannten bereitgehaltenen zusätzlichen Ölförderung,
- (b) die Angemessenheit des „Selbstversorgungszeitraums“ als Frist,

- (c) die Frage, ob eine bestimmte Menge der bereitgehaltenen zusätzlichen Ölförderung für die Zwecke der Selbstversorgung im Notstand wertvoller ist als die gleiche Menge an Ölvräten, den Umfang einer möglichen Anrechnung der bereitgehaltenen zusätzlichen Ölförderung und die Methode ihrer Berechnung.

Artikel 5

Die einem Teilnehmerstaat innerhalb des Hoheitsbereichs eines anderen Staates zur Verfügung stehende bereitgehaltene zusätzliche Ölförderung kann vorbehaltlich des Artikels 4 dieser Anlage auf seine Pflicht-Notstandsreserven auf derselben Grundlage ange rechnet werden wie die innerhalb des eigenen Hoheitsbereichs bereitgehaltene zusätzliche Ölförderung, sofern die Regierung dieses anderen Staates mit der Regierung des Teilnehmerstaats ein Abkommen geschlossen hat, daß sie die Lieferung von Öl aus dieser bereitgehaltenen zusätzlichen Kapazität in den Teilnehmerstaat in einem Notstand nicht behindern wird.

Artikel 6

Die Ständige Gruppe für Notstandsfragen prüft und berichtet dem Geschäftsführenden Ausschuß über die Möglichkeit der Anrechnung von langfristigen Investitionen, die zur Verringerung der Abhängigkeit eines Teilnehmerstaats von Öleinfuhren führen, auf die in Artikel 2 Absatz 2 des Übereinkommens vorgesehenen Pflicht-Notstandsreserven des Teilnehmerstaats.

Artikel 7

1. Die Ständige Gruppe für Notstandsfragen prüft und berichtet dem Geschäftsführenden Ausschuß über den in Artikel 2 Absatz 1 des Übereinkommens vorgesehenen Bezugszeitraum, wobei sie insbesondere Faktoren wie Wachstum, jahreszeitliche Verbrauchsschwankungen und konjunkturelle Änderungen berücksichtigt.
2. Beschlüsse des Verwaltungsrats zur Änderung der Definition des in Absatz 1 genannten Bezugszeitraums bedürfen der Einstimmigkeit.

Artikel 8

Die Ständige Gruppe für Notstandsfragen prüft und berichtet dem Geschäftsführenden Ausschuß über alle Elemente der Kapitel I bis IV des Übereinkommens, um mögliche mathematische und statistische Anomalien zu beseitigen.

Artikel 9

Die Berichte der Ständigen Gruppe für Notstandsfragen über die in dieser Anlage genannten Angelegenheiten werden dem Geschäftsführenden Ausschuß bis zum 1. April 1975 vorgelegt. Der Geschäftsführende Ausschuß unterbreitet dem Verwaltungsrat gegebenenfalls Vorschläge; dieser beschließt darüber bis zum 1. Juli 1975 mit Stimmenmehrheit, sofern nicht Artikel 7 Absatz 2 dieser Anlage etwas anderes bestimmt.

Le Chef du Service des Traités du Ministère des Affaires étrangères, du Commerce extérieur et de la Coopération au développement de Belgique certifie que la présente copie est conforme au texte original déposé dans les archives du Gouvernement belge.

Bruxelles, le 15 mars 1975.

LE CHEF DU SERVICE DES TRAITÉS,



I. DE TROYER

Premier Conseiller

[SEAL]

[AMENDMENT]

ORGANISATION FOR ECONOMIC
COOPERATION AND DEVELOPMENT

INTERNATIONAL ENERGY AGENCY

PARIS, 5th February, 1975

IEA/GB/Doc. (75)1

OR. ENG.

Governing Board
Decision of the Governing Board
Inviting the Government of New Zealand
To Accede to
the Agreement on
an International Energy Program and
Amending the Agreement on
an International Energy Program

The Governing Board

Considering the Decision of the Council of 15th November, 1974, Establishing an International Energy Agency of the Organisation [C(74)203(Final)];

Considering the Agreement on an International Energy Program of 18th November, 1974;

Considering the request by the Government of New Zealand of 29th January, 1975, to accede to the Agreement on an International Energy Program;

Having determined that the Government of New Zealand is able and willing to meet the requirements of the Program;

DECIDES:

1. The Government of New Zealand is invited to accede to the Agreement on an International Energy Program.

2. Upon the accession of New Zealand to the Agreement on an International Energy Program that Agreement shall be amended as follows:

(a) Article 62 paragraph 2:

- add to the list of Participating Countries in alphabetical order: New Zealand with three General voting weights, 0 Oil consumption voting weights and three Combined voting weights;
- amend the “Totals” to 51 General voting weights and 151 Combined voting weights.

(b) Article 62 paragraph 4(a):

—replace the words “36 general voting weights” with the words: “39 general voting weights”.

Article 62 paragraph 4(b):

—replace the words “42 general voting weights” with the words “45 general voting weights”.

IRAN

Military Mission to Iran

Agreement extending the agreement of October 6, 1947, as amended and extended.

Effectuated by exchange of notes

Dated at Tehran November 13, 1975 and January 18, 1976;

Entered into force January 18, 1976;

Effective March 21, 1976.

The Iranian Ministry of Foreign Affairs to the American Embassy

اداره حقوقی
شماره ۱۰۷۹۲/۱۸
تاریخ ۰۴/۰۸/۶۶
پیوست



وزارت امور خارجه

پادشاهی

وزارت امور خارجه شاهنشاهی تعارفات خود را بسفارت مالک
متحده امریکا اظهار رواحت را "عط بملاتیات متعاطیه درباره
تمدید خدمت میسیون نظامی آمریکاد رایران که بیاد داشت
شماره ۱۴۰ مورخ ۱۶ مارس ۱۹۷۰ (۱۳۵۳/۱۲/۵۰) ن

سفارت ختم میشود - اشعار میدارد :

با توجه باینکه مدت خدمت میسیون نظامی آمریکاد رایران
در تاریخ ۱۳۰۴ (۱۹ مارس ۱۹۷۶) پایان میابد
و در جرای ماده ۳ موافقنامه مورخ ۱۲ مهر ۱۳۶۶
(۶ اکتبر ۱۹۴۷) درباره خدمت میسیون نظامی آمریکاد رایران
بدینوسیله تمایل دولت ایران را نسبت به تمدید این موافقنامه
وادامه خدمت میسیون نظامی آمریکاد رایران بمدت یکسال دیگر
از اول فروردین ۱۳۰۵ (۲۱ مارس ۱۹۷۷) اعلام میدارد.
وجب امتنان خواهد بود که نظر ولت متوجه آسفارت در
خصوص تمدید خدمت میسیون مذبور وزارت امور خارجه اعلام گردد.
موقع را برای تجدید احترامات فائقه مختتم میشمارد ۱۰

سفارت مالک متحده آمریکا - تهران

[SEAL]

Translation

MINISTRY OF FOREIGN AFFAIRS

No. 10693/18

DATE: 22/8/54
[Nov. 13, 1975]

NOTE

The Imperial Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and respectfully refers to the exchange of correspondence relative to the extension of the period of service of the American Military Mission in Iran that is drawing to an end, according to the Embassy's note No. 145 of 16 March 1975 [¹] (25/12/1353).

In view of the fact that the period of service of the American Military Mission in Iran terminates on 29 Esfand 1354 (19 March 1976), and in implementation of Article 3 of the agreement dated 13 Mehr 1326 (6 October 1947), [²] regarding the service of the American Military Mission in Iran, notice is hereby given that the Government of Iran is disposed to extend the agreement and prolong the service of the American Military Mission in Iran for a period of one more year as of the first of Farvardin 1355 (21 March 1976).

It would be appreciated if the Embassy's Government would inform the Ministry of Foreign Affairs of its view regarding the extension of the period of service of the aforementioned Mission.

The Ministry avails itself of the opportunity to renew the expression of its highest consideration.

EMBASSY OF THE
UNITED STATES OF AMERICA,
Tehran

[SEAL]

¹ Exchange of notes of July 16, 1974 and Mar. 16, 1975. TIAS 8029; 26 UST 255.

² TIAS 1666, 1924, 2068, 6594; 61 Stat. 3306; 63 Stat. 2430; 1 UST 415; 19 UST 7514.

The American Embassy to the Iranian Ministry of Foreign Affairs

No. 029

The Embassy of the United States of America presents its compliments to the Imperial Iranian Ministry of Foreign Affairs and has the honor to refer to the Imperial Ministry's Note No. 10693/18 of November 13, 1975, stating that the Imperial Government of Iran wishes to extend the agreement of October 6, 1947, for a United States Military Mission in Iran for another year. The opinion of the United States Government is requested.

The Embassy has been authorized to convey the approval of the Government of the United States for the renewal of the agreement of October 6, 1947 for another year beginning March 21, 1976.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
TEHRAN, January 18, 1976.

NORWAY

Mutual Defense Assistance

Agreement amending annex C to the agreement of January 27, 1950, as amended.

Effectuated by exchange of notes

Dated at Oslo November 21 and December 1, 1975;

Entered into force December 1, 1975.

The American Embassy to the Norwegian Ministry of Foreign Affairs

M-74

The Embassy of the United States of America presents its compliments to the Royal Norwegian Ministry of Foreign Affairs and, with reference to Paragraph 1, Article IV of the Mutual Defense Assistance Agreement between the United States and Norway signed at Washington on January 27, 1950, [1] has the honor to state for the information of the Ministry that the minimum amount of Norwegian Kroner necessary during the United States Government fiscal year 1976 (July 1, 1975-September 30, 1976) for the administrative expenditures of the United States Embassy at Oslo in connection with the implementation of the Agreement, including those of related training in Norway, has been estimated to be Norwegian Kroner 1,946,789. The Ministry will note in this connection that the foregoing amount covers a fifteen month period in consideration of the fact that the United States Government's fiscal year has been revised by Act of Congress to commence in 1976 on October 1 and to end on September 30 for this and future years.

The Embassy also has the honor to state that the requested amount of Norwegian Kroner 1,946,789 includes a shortfall of Norwegian Kroner 30,073 in the United States Government's estimated requirements for FY-1974.

The Embassy furthermore has the honor to state for the information of the Ministry that the Norwegian Government contributed Norwegian Kroner 1,217,380 for the United States Government's fiscal year 1975 expenses.

¹ TIAS 2016, 7975; 1 UST 108; 25 UST 3125.

The Embassy proposes that, in accordance with the previous practice, Annex C of the Bilateral Agreement be amended to read as follows:

"In implementation of paragraph (1) of Article IV of the Mutual Defense Agreement between the Governments of the United States of America and Norway, the Government of Norway will deposit Norwegian Kroner at such times as requested in an account designated by the United States Embassy at Oslo, not to exceed in total Norwegian Kroner 1,946,789 for its use on behalf of the Government of the United States of America for Administrative expenditures within Norway in connection with carrying out that Agreement for the fifteen month period ending September 30, 1976."

It is suggested that, if acceptable to the Norwegian Government, this Note and the Ministry's reply together shall constitute an Amendment to Annex C of the Mutual Defense Assistance Agreement between the United States of America and Norway, signed at Washington, D.C., on January 27 1950.

EMBASSY OF THE UNITED STATES OF AMERICA
OSLO, NORWAY, November 21, 1975

The Norwegian Ministry of Foreign Affairs to the American Embassy

MINISTÈRE ROYAL
DES
AFFAIRES ETRANGÈRES

The Royal Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note No. M-74 of 21 November 1975 regarding the payment of administrative expenditures of the Embassy in connection with the carrying out of the Mutual Defense Assistance Agreement between Norway and the United States signed at Washington on 27 January 1950.

The Ministry has the honour to state that the Norwegian Government agrees to the proposal made in the Embassy's Note to the effect that Annex C of the Bilateral Agreement be amended to read as follows:

"In implementation of paragraph (1) of Article IV of the Mutual Defense Agreement between the Government of the United States of America and Norway, the Government of Norway will deposit Norwegian Kroner at such times as requested in an account designated by the United States Embassy at Oslo, not to exceed in total Norwegian Kroner 1,946,789 for its use on behalf of the Government of the United States of America for Administrative

expenditures within Norway in connection with carrying out that Agreement for the fifteen month period ending September 30, 1976".

The Ministry agrees that the Embassy's Note of 21 November 1975 together with this reply constitute an amendment to Annex C of the Mutual Defence Assistance Agreement between Norway and the United States of America, signed at Washington, D.C., on 27 January 1950.

The Royal Ministry avails itself of this opportunity to renew to the Embassy of the United States of America the assurance of its highest consideration.

Oslo, 1 December 1975.



EMBASSY OF THE
UNITED STATES OF AMERICA
Oslo

FIJI

Investment Guaranties

*Agreement effected by exchange of notes
Signed at Suva December 30, 1975 and January 9, 1976;
Entered into force January 9, 1976.*

The American Chargé d'Affaires ad interim to the Fijian Prime Minister

Suva, December 30, 1975

No. 11

Excellency:

I have the honor to refer to Letters 1173/13/2, dated August 22, 1975, and December 22, 1975, [¹] respectively from the Secretary for Foreign Affairs, regarding the conclusion by the Governments of Fiji and the United States of America of an investment guaranty agreement. I would propose the following points for inclusion in this agreement:

1. When nationals of the Government of the United States of America propose to invest with the assistance of guarantees issued pursuant to this Agreement in a project of activity within the territorial jurisdiction of the Government of Fiji, the two Governments shall, upon the request of either, consult respecting the nature of the project or activity and its contribution to economic and social development in Fiji.
2. The procedures set forth in this Agreement shall apply only with respect to coverage of investments and contracts relating to projects or activities approved by the Government of Fiji, such approval being assumed in the case of any project participated in by the Government of Fiji or any agency or political sub-division thereof.

His Excellency,
The Right Honorable,
Ratu Sir Kamisese K.T. Mara, KBE, PC,
Prime Minister of Fiji,
Suva, Fiji.

¹ Not printed.

3. If the Government of the United States of America makes payment to any investor under a guaranty issued pursuant to the present Agreement, the Government of Fiji shall, subject to the provisions of the following paragraph, recognize the transfer to the Government of the United States of America of any currency, credits, assets, or investment on account of which payment under such guaranty is made as well as the succession of the Government of the United States of America to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.

4. To the extent that the laws of the Government of Fiji partially or wholly invalidate the acquisition of any interest in any property within its national territory by the Government of the United States of America, the Government of Fiji shall permit such investor and the Government of the United States of America to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of the Government of Fiji. The Government of the United States of America shall assert no greater rights than those of the transferring investor under the laws of the Government of Fiji with respect to any interests transferred or succeeded to as contemplated in paragraph 3. The Government of the United States of America does, however, reserve its right to assert a claim in its sovereign capacity in the eventuality of a denial of justice or other question of state responsibility as defined in international law.

5. Amounts in the lawful currency of the Government of Fiji and credits thereof acquired by the Government of the United States of America under such guarantees shall be accorded treatment neither less nor more favorable than that accorded to funds of nationals of the Government

of the United States of America deriving from investment activities like those in which the investor has been engaged, and such amounts and credits shall be freely available to the Government of the United States of America to meet its expenditures in the national territory of the Government of Fiji.

6. (a) Differences between the two Governments concerning the interpretation of the provisions of this Agreement shall be settled, insofar as possible, through negotiations between the two Governments. If such a difference cannot be resolved within a period of three months following the request of such negotiations, it shall be submitted, at the request of either Government, to an ad hoc arbitral tribunal for settlement in accordance with the applicable principles and rules of public international law. The arbitral tribunal shall be established as follows: Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third State and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the foregoing time limits are not met, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments. The arbitral tribunal shall decide by majority vote. Its decision shall be binding. Each of the Governments shall pay the expense of its member and its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt other regulations concerning the costs. In all other matters, the arbitral tribunal shall regulate its own procedures.

(b) Any claim, arising out of investments guaranteed in accordance with the Agreement, against either of the two Governments, which, in the opinion of the other, presents a question of public international law shall, at the request of the Government presenting the claim, be submitted for negotiations. If at the end of three months following the request for negotiations the two Governments have not resolved the claim by mutual agreement, the claim, including the question of whether it presents a question of public international law, shall be submitted for settlement to an arbitral tribunal selected in accordance with paragraph (a) above. The arbitral tribunal shall base its decision exclusively on the applicable principles and rules of public international law. Only the respective Governments may request the arbitral procedure and participate in it.

7. This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the agreement with respect to guarantees issued while the Agreement was in force shall remain in force for the duration of those guarantees, in no case longer than twenty years, after the denunciation of the Agreement.

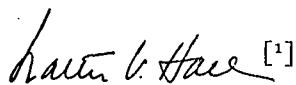
8. This Agreement shall enter into force on the date of the note by which the Government of Fiji communicates to the Government of the United States of America that the Agreement has been approved in conformity with the Government of Fiji's constitutional procedures.^[1]

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Fiji, the Government of the United States of America will consider that this note and your reply

¹ Jan. 9, 1976.

thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force in accordance with paragraph 8 above.

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



Chargeé d'Affaires ad interim

¹ Walter V. Hall

*The Fijian Prime Minister and Minister for Foreign Affairs to the
American Charge d'Affaires ad interim*

PRIME MINISTER
SUVA, FIJI

1173/13/2

9 JANUARY, 1976

DEAR SIR,

I have the honour to acknowledge receipt of your Note No. 11 of 30 December 1975 which reads as follows:—

"I have the honor to refer to Letters 1173/13/2, dated August 22, 1975, and December 22, 1975, respectively from the Secretary for Foreign Affairs, regarding the conclusion by the Governments of Fiji and the United States of America of an investment guaranty agreement. I would propose the following points for inclusion in this agreement:

1. When nationals of the Government of the United States of America propose to invest with the assistance of guaranties issued pursuant to this Agreement in a project or activity within the territorial jurisdiction of the Government of Fiji, the two Governments shall, upon the request of either, consult respecting the nature of the project or activity and its contribution to economic and social development in Fiji.
2. The procedures set forth in this Agreement shall apply only with respect to coverage of investments and contracts relating to projects or activities approved by the Government of Fiji, such approval being assumed in the case of any project participated in by the Government of Fiji or any agency or political sub-division thereof.
3. If the Government of the United States of America makes payment to any investor under a guaranty issued pursuant to the present Agreement, the Government of Fiji shall, subject to the provisions of the following paragraph, recognize the transfer to the Government of the United States of America of any currency, credits, assets, or investment on account of which payment under such guaranty is made as well as the succession of the Government of the United States of America to any right, title, claim, privilege, or cause of action existing, or which may arise, in connection therewith.
4. To the extent that the laws of the Government of Fiji partially or wholly invalidate the acquisition of any interest in any property within its national territory by the Government of the United States of America, the Government of Fiji shall permit such investor and the Government of the United States of America to make appropriate arrangements pursuant to which such interests are transferred to an entity permitted to own such interests under the laws of the Government of Fiji. The Government of the United States of

America shall assert no greater rights than those of the transferring investor under the laws of the Government of Fiji with respect to any interests transferred or succeeded to as contemplated in paragraph 3. The Government of the United States of America does, however, reserve its rights to assert a claim in its sovereign capacity in the eventuality of a denial of justice or other question of state responsibility as defined in international law.

5. Amounts in the lawful currency of the Government of Fiji and credits thereof acquired by the Government of the United States of America under such guaranties shall be accorded treatment neither less nor more favorable than that accorded to funds of nationals of the Government of the United States of America deriving from investment activities like those in which the investor has been engaged, and such amounts and credits shall be freely available to the Government of the United States of America to meet its expenditures in the national territory of the Government of Fiji.

6. (a) Differences between the two Governments concerning the interpretation of the provisions of this Agreement shall be settled, insofar as possible, through negotiations between the two Governments. If such a difference cannot be resolved within a period of three months following the request of such negotiations, it shall be submitted, at the request of either Government, to an ad hoc arbitral tribunal for settlement in accordance with the applicable principles and rules of public international law. The arbitral tribunal shall be established as follows: Each Government shall appoint one arbitrator; these two arbitrators shall designate a President by common agreement who shall be a citizen of a third State and be appointed by the two Governments. The arbitrators shall be appointed within two months and the President within three months of the date of receipt of either Government's request for arbitration. If the foregoing time limits are not met, either Government may, in the absence of any other agreement, request the President of the International Court of Justice to make the necessary appointment or appointments, and both Governments agree to accept such appointment or appointments. The arbitral tribunal shall decide by majority vote. Its decision shall be binding. Each of the Governments shall pay the expense of its member and its representation in the proceedings before the arbitral tribunal; the expenses of the President and the other costs shall be paid in equal parts by the two Governments. The arbitral tribunal may adopt other regulations concerning the costs. In all other matters, the arbitral tribunal shall regulate its own procedures.

(b) Any claim, arising out of investments guaranteed in accordance with the Agreement, against either of the two Governments, which, in the opinion of the other, presents a question of public international law shall, at the request of the Government presenting the claim, be submitted for negotiations. If at the end of three months following the request for negotiations the two

Governments have not resolved the claim by mutual agreement, the claim, including the question of whether it presents a question of public international law, shall be submitted for settlement to an arbitral tribunal selected in accordance with paragraph (a) above. The arbitral tribunal shall base its decision exclusively on the applicable principles and rules of public international law. Only the respective Governments may request the arbitral procedure and participate in it.

7. This Agreement shall continue in force until six months from the date of receipt of a note by which one Government informs the other of an intent no longer to be a party to the Agreement. In such event, the provisions of the Agreement with respect to guarantees issued while the Agreement was in force shall remain in force for the duration of those guarantees, in no case longer than twenty years, after the denunciation of the Agreement.

8. This Agreement shall enter into force on the date of the note by which the Government of Fiji communicates to the Government of the United States of America that the Agreement has been approved in conformity with the Government of Fiji's constitutional procedures.

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Fiji, the Government of the United States of America will consider that this note and your reply thereto constitute an Agreement between our two Governments on this subject, the Agreement to enter into force in accordance with paragraph 8 above."

I have the honour to confirm that the proposal set forth in your above-quoted note is acceptable to the Government of Fiji and agree that your above-quoted note and this reply thereto shall constitute an Agreement between our two Governments in accordance with paragraph 8 above.

Accept, Sir, the assurances of my highest consideration.

K. K. T. MARA

(K. K. T. Mara)

*Prime Minister and Minister for
Foreign Affairs*

Mr. WALTER VANCE HALL,
Charge d'Affaires a.i.,
U.S. Embassy.

ECUADOR
Tracking Station

*Agreement signed at Quito September 18, 1975;
Entered into force September 18, 1975.*

AGREEMENT RELATING TO THE COOPERATIVE PROGRAM IN ECUADOR FOR THE OBSERVATION AND TRACKING OF SATELLITES AND SPACE VEHICLES

ACUERDO SOBRE COOPERACION EN PROGRAMAS EN EL ECUADOR PARA OBSERVAR Y SEGUIR EL RUMBO DE SATELITES Y VEHICULOS DEL ESPACIO

The Government of the United States of America and the Government of Ecuador, desiring to continue the cooperative program already existing for the observation and tracking of space vehicles, have adopted the following Agreement in accordance with the clauses which follow:

El Gobierno de los Estados Unidos de América y el Gobierno del Ecuador, animados del deseo de continuar el programa cooperativo ya existente para observar y seguir el rumbo de vehículos del espacio, han adoptado el siguiente Acuerdo de conformidad con las cláusulas que a continuación se expresan:

ARTICLE I

COOPERATING AGENCIES

The cooperating agencies in this Agreement shall be: (1) for the Government of the United States of America, the National Aeronautics and Space Administration, hereafter referred to as the United States Cooperating Agency; (2) for the Government of Ecuador, the National Polytechnic School, hereafter referred to as the Ecuadorean Cooperating Agency.

ARTICULO I

ORGANISMOS COOPERATIVOS

Los Organismos Cooperativos de este Acuerdo serán (1) por parte del Gobierno de los Estados Unidos de América, la Administración de Aeronáutica Nacional y del Espacio, que en adelante se denominará Organismo Cooperativo de los Estados Unidos, y (2) por parte del Gobierno del Ecuador, la Escuela Politécnica Nacional, que en adelante se denominará Organismo Cooperativo Ecuatoriano.

ARTICLE II

GENERAL PURPOSES

The general purpose of the present Agreement shall be as follows:

- a) To provide for continuing the operation and maintenance of the Satellite Tracking Station at the Paramo de Cotopaxi, otherwise known as the Quito STDN Station, for the observation and tracking and reception by radio of information transmitted to earth from satellite and space vehicles.
- b) To provide for the installation of improved equipment from time to time at the Paramo de Cotopaxi.
- c) To provide for the transmission of scientific data from the site at the Paramo de Cotopaxi to the Cooperating Agency of the United States of America for analysis and evaluation. Any scientific data received at

ARTICULO II

FINALIDADES GENERALES

Las finalidades generales del presente Acuerdo serán las siguientes:

- a) Encargarse de la continua-
ción del programa para la
operación y mantenimiento
de la Estación de Control
de Cotopaxi, conocida como
instalación de la Estación
de Control de Quito (Quito
STDN Station), para
observar los satélites y
vehículos del espacio,
seguir su rumbo, y
recibir por radio la infor-
mación transmitida a la
tierra desde los mismos.
- b) Encargarse cada cierto
tiempo de la instalación
de equipos mejorados
en la Estación del Páramo
de Cotopaxi.
- c) Encargarse de la transmi-
sión de datos científicos
desde la Estación del
Páramo de Cotopaxi al
Organismo Cooperativo
de los Estados Unidos
de América para que sean
analizados y valorados.

the Tracking Station will be made available to the Ecuadorean Cooperating Agency upon request.

Cualesquier datos científicos que se reciban en la Estación de Control se pondrán a la disposición del Organismo Cooperativo Ecuatoriano, a solicitud de este último.

ARTICLE III

COSTS

All expenditures incident to the obligations incurred by virtue of the present Agreement by the United States Cooperating Agency shall be paid directly by the Government of the United States of America and all expenditures incident to the obligations assumed by the Ecuadorean Cooperating Agency shall be paid directly by the Government of Ecuador.

ARTICULO III

GASTOS

Todos los gastos correspondientes a las obligaciones contraídas en virtud del presente Acuerdo por el Organismo Cooperativo de los Estados Unidos serán cubiertos directamente por el Gobierno de los Estados Unidos de América, y todos los gastos correspondientes a las obligaciones asumidas por el Organismo Cooperativo del Ecuador serán cubiertas directamente por el Gobierno del Ecuador.

ARTICLE IV

TRAINING

The United States Cooperating Agency shall train a limited number of qualified Ecuadorean personnel, selected by mutual agreement of the Cooperating Agencies in the operation of the Tracking Station. The United States Cooperating

ARTICULO IV

ENTRENAMIENTO

El Organismo Cooperativo de los Estados Unidos de América entrenará en el funcionamiento de la Estación de Control a un número limitado de personal ecuatoriano calificado, escogido por mutuo acuerdo por los

Agency shall make no charge to the Ecuadorian Cooperating Agency for such training. This training shall be performed by means of courses of variable content and duration which will permit the above-mentioned personnel to prepare themselves technically and to become technically familiar with the fields that comprise the work of the Station. The number of persons and the duration of the courses shall be established by mutual agreement between the Cooperating Agencies in such a manner that in the course of five (5) years from the date the present Agreement enters into force, no more than five percent of the officials and contractors of the Station will be United States citizens, including the Director of the Station.

The United States Cooperating Agency, when it finds it necessary, will be able to

Organismos Cooperativos.
El Organismo Cooperativo de los Estados Unidos de América no gravará con ningún gasto al Organismo Cooperativo Ecuatoriano por dicho entrenamiento. Este adiestramiento se realizará mediante cursos de contenido y duración variables que permitan la capacitación del personal aludido y su familiarización técnica en los asuntos que comprendan los trabajos en la mencionada Estación. El número de personas y tiempo de duración de los cursos serán establecidos por mutuo acuerdo entre los Organismos Cooperativos, de tal manera que en el lapso de cinco (5) años a contarse desde la fecha de entrada en vigor del presente Acuerdo, no más del cinco por ciento del personal de funcionarios y contratistas de la Estación sea de nacionalidad norteamericana, siempre incluyendo el Director de la Estación.

El Organismo Cooperativo de los Estados Unidos de América podrá, cuando resulte

utilize the services of additional United States officials, employees and contractors for specific tasks or experiments of a temporary nature and short duration.

In order to guarantee the efficient training of the Ecuadorian personnel, the United States and Ecuadorean Cooperating Agencies shall agree upon terms and conditions for the purpose of offering courses through which the Ecuadorean personnel of the Satellite Tracking Station may continue their training. The United States Cooperating Agency shall provide funds as agreed for this training program.

necesario, utilizar los servicios de funcionarios, empleados y contratistas norteamericanos adicionales para trabajos específicos o experimentos temporales y de corta duración.

Para garantizar la eficiente capacitación del personal ecuatoriano, los Organismos Cooperativos de los Estados Unidos y del Ecuador convendrán en las condiciones para el objeto de ofrecer cursos mediante los cuales el personal ecuatoriano de la Estación de Control de Satélites pueda continuar su capacitación. El Organismo Cooperativo de los Estados Unidos proporcionará los fondos convenientes para este programa de adiestramiento.

ARTICLE V

MOTOR VEHICLE TAX

The Government of Ecuador will exempt from the payment of all customs duties, consular fees, import permit stamps, and other similar taxes as well as registration or licensing fees,

ARTICULO V

IMPUESTOS A LOS VEHICULOS A MOTOR

El Gobierno del Ecuador exonerará del pago de todos los derechos de aduana y consulares, timbres para permisos de importación u otros impuestos similares y los de matrícula

exclusively, official motor vehicles belonging to the Government of the United States of America for use in the operation of the Satellite Tracking Station. In an equal manner, one personal vehicle of United States citizen officials or contractors, employed at the Station shall be exempt from fee payments provided that the importation of the automobile is accomplished within ninety days after their arrival in the country. In addition the Government of Ecuador will permit the importation of a second automobile by the same United States citizen official or contractor within a period of 90 days beginning on the date that marks the lapse of four years since the importation into the country of the first automobile.

No personal vehicle imported, exempt from charges in accordance

o licencia, exclusivamente, a los vehículos a motor oficiales pertenecientes al Gobierno de los Estados Unidos de América y que deben ser usados en el Ecuador con motivo del funcionamiento de la Estación de Control. De igual exoneración por un solo automóvil personal gozarán los funcionarios y contratistas de nacionalidad norteamericana que, con esa calidad, estén prestando sus servicios en la Estación, siempre que la introducción de su automóvil sea realizada hasta noventa días después de su llegada al País. Además, el Gobierno del Ecuador permitirá la importación de un segundo automóvil por parte del mismo ciudadano o contratista de nacionalidad norteamericana dentro del lapso de 90 días contados desde la fecha en que el primer automóvil haya cumplido cuatro años de introducido al País.

Ningún automóvil personal importado con exoneración de

with this article, may be sold in Ecuador prior to four years following the date of its importation unless the taxes and customs duties from which the vehicle was exempted are paid in accordance with the respective Ecuadorean laws and regulations. Compliance with this requirement shall be guaranteed by the United States Cooperating Agency. Official vehicles, because of the hard and intense service to which they are subjected, may be sold after three years.

The official vehicles belonging to the Government of the United States, as well as the personal vehicles of United States citizen officials or contractors who are employed at the Satellite Tracking Station, will have a license plate whose form, size, color and number will be determined by the provincial traffic headquarters.

gravámenes de conformidad con este artículo, podrá ser vendido en el Ecuador antes de 4 años desde la fecha de su importación a menos que se paguen los gravámenes y derechos aduaneros exonerados, de acuerdo con las leyes y reglamentos ecuatorianos respectivos. El cumplimiento de este requisito será garantizado por el Organismo Cooperativo de los Estados Unidos. Los vehículos oficiales, por razón del duro e intenso trabajo que realizan, podrán ser vendidos después de tres años.

Los vehículos oficiales pertenecientes al Gobierno de los Estados Unidos, así como los vehículos personales de los funcionarios y contratistas de nacionalidad norteamericana que, con esa calidad, estén prestando sus servicios en la Estación de Control, portarán una placa cuya forma, dimensión, color y número serán dispuestos por la jefatura provincial de tránsito.

ARTICLE VI

CUSTOMS DUTIES AND SIMILAR TAXES

(1) The Government of Ecuador will exempt from the payment of all customs duties, consular fees, import permit stamps and other similar taxes which might be required for the importation into Ecuador of: (a) material, equipment, supplies or goods for use in the operation and maintenance of the Tracking Station. For the purposes of this section (a) only the United States Cooperating Agency will be the consignee; (b) personal articles, supplies for use or consumption and household furnishings meant for the personal use of United States citizen officials and contractors of the United States Cooperating Agency who are employed in the operation and maintenance of the Station, provided that their importation is not prohibited by Ecuadorean law and their importation is accomplished within 90 days following their arrival in the country.

ARTICULO VI

DERECHOS ADUANEROS E IMPUESTOS SIMILARES

(1) El Gobierno del Ecuador exonerará del pago de todos los derechos de aduana y consulares, timbres para permisos de importación u otros impuestos similares, por la importación al país de: (a) materiales, equipos, suministros o artículos destinados al funcionamiento y mantenimiento de la Estación de Control. Para los efectos determinados en este literal (a) únicamente el Organismo Cooperativo de los Estados Unidos de América tendrá la calidad de destinatario; (b) artículos personales, suministros para uso o consumo y menaje de casa, destinados al uso personal de los funcionarios y contratistas del Organismo Cooperativo de los Estados Unidos, de nacionalidad norteamericana, que presten sus servicios en el funcionamiento y mantenimiento de la Estación, y siempre que su importación no esté prohibida por la Ley Ecuatoriana y su introducción sea realizada hasta 90 días después de llegar al País.

(2) No tax shall be charged by the Government of Ecuador on the export of material, equipment, supplies of goods mentioned in the preceding paragraph in the event of re-exportation from Ecuador.

(3) The United States Cooperating Agency will adopt measures necessary to prevent the resale of goods, etc., which are imported into Ecuador in accordance with this article, to persons not entitled to the free importation of the same. The Government of the United States of America and the Government of Ecuador will cooperate to this end.

(2) El Gobierno del Ecuador no cobrará impuestos a la exportación de los materiales, equipos, suministros o artículos mencionados en el párrafo que antecede, en el caso de que vuelvan a ser embarcados desde el Ecuador.

(3) El Organismo Cooperativo de los Estados Unidos adoptará las medidas necesarias a fin de impedir la reventa de artículos, etc., que sean importados al Ecuador de conformidad con este artículo, a cualquiera que no tenga derecho a la libre importación de los mismos. Las autoridades de los Gobiernos de los Estados Unidos de América y del Ecuador, cooperarán con este fin.

ARTICLE VII

TAXATION

United States citizen officials and contractors of the United States Cooperating Agency who are employed in Ecuador in connection with the operation and maintenance of the Satellite Tracking Station will be exempt from payment of income taxes in Ecuador.

ARTICULO VII

IMPOSICION

Los funcionarios y contratistas del Organismo Cooperativo de los Estados Unidos, que sea de nacionalidad norteamericana y que sirvan en el Ecuador en conexión con el funcionamiento y mantenimiento de la Estación de Control, estarán exentos de pagar el impuesto a la renta en el Ecuador.

ARTICLE VIII

TITLE TO PROPERTY

Whenever any technical equipment or material of this Station is declared by the United States Cooperating Agency to be excess to its operational needs, the material or equipment will be offered, in accordance with the laws and administrative procedures of the United States, in the first instance to the Ecuadorean Cooperating Agency. Should the latter not desire the property, it will be disposed of by the Embassy of the United States of America in Quito after consultation with the Ministry of Foreign Affairs, or re-exported.

If, for whatever reason, the Agreement is terminated, the United States Cooperating Agency, after consultation with the Ecuadorean Cooperating Agency, will select the equipment and material which it can continue to use in its worldwide operations, and will export such property in accor-

ARTICULO VIII

TITULO DE PROPIEDAD

Cuando cualesquiera equipos o materiales técnicos de la Estación fueren declarados excedentes a las necesidades operacionales por el Organismo Cooperativo de los Estados Unidos, dichos materiales o equipos serán ofrecidos, de conformidad con las leyes y los procedimientos administrativos de los Estados Unidos, en primera instancia al Organismo Cooperativo ecuatoriano. Si este último no deseare tales bienes, estos serán enajenados por la Embajada de los Estados Unidos de América en Quito, previa consulta con el Ministerio de Relaciones Exteriores, o serán re-exportados.

Si por cualquier motivo se diere por terminado el Acuerdo, el Organismo Cooperativo de los Estados Unidos, previa consulta con el Organismo Cooperativo Ecuatoriano, seleccionará los equipos y materiales que puede continuar utilizando en sus

dance with Article VI(2). The remainder of such property will be disposed of in accordance with the procedures set forth in the previous paragraph.

operaciones mundiales, y exportará tales bienes de acuerdo con el párrafo (2) del Artículo VI. El resto de tales bienes se enajenará de conformidad con el procedimiento señalado en el párrafo anterior.

ARTICLE IX

LABOR RELATIONS

The Ecuadorean officials, employees and workers employed at the Satellite Tracking Station will be covered, in the labor relations with the United States Cooperating Agency, by the Labor Code of Ecuador and the laws and regulations of the Social Security Institute.

ARTICULO IX

RELACIONES LABORALES

Los funcionarios, empleados y obreros ecuatorianos que presten sus servicios en la Estación de Control estarán amparados, en sus relaciones laborales con el Organismo Cooperativo de los Estados Unidos de América, por el Código del Trabajo del Ecuador y las leyes y reglamentos de Seguridad Social.

ARTICLE X

ENTRY INTO FORCE AND TERM

The present Agreement which replaces those signed February 24, 1960, May 10, 1965, and July 1, 1971, [1] will enter into force on the date of its signing, and will remain in force for a period of five years; it may be extended for additional periods by means of an agreement signed by the two Governments. Further, either of the two contracting parties may terminate the Agree-

ARTICULO X

ENTRADA EN VIGENCIA Y PLAZO

El presente Acuerdo que sustituye a los suscritos el 24 de febrero de 1960, 10 de mayo de 1965, y 1º de julio de 1971, entrará en vigencia en la fecha de su suscripción, y permanecerá en vigencia por un período de cinco años, pudiendo prorrogarse por períodos adicionales mediante convenio firmado por los dos Gobiernos. Además, cualquier de las dos partes contratantes podrá darlo por terminado

¹ TIAS 4429, 5799, 7153; 11 UST 179; 16 UST 732; 22 UST 1445.

ment by means of written advice, ninety days in advance.

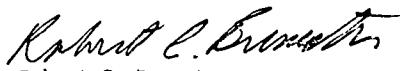
The participation of the Government of the United States of America in the project contemplated in the present Agreement will be subject to the availability of funds appropriated by the Congress.

In Witness whereof, the Honorable Robert C. Brewster, Ambassador of the United States of America, and his Excellency, Brigadier General Carlos Aguirre Asanza, Minister of Foreign Affairs of Ecuador, duly authorized by their respective Governments, subscribe this Agreement in its English and Spanish texts, both equally valid and authentic, in Quito this eighteenth day of September, 1975.

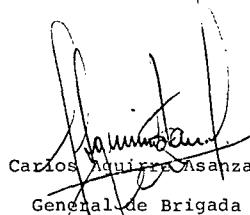
mediante aviso escrito, con noventa días de anticipación.

La participación del Gobierno de los Estados Unidos de América en el proyecto contemplado en el presente Acuerdo, estará sujeto a la disponibilidad de fondos asignados por el Congreso.

En constancia de lo cual, el Honorable Señor Don Robert C. Brewster, Embajador de los Estados Unidos de América, y el Excelentísimo Señor General de Brigada Carlos Aguirre Asanza, Ministro de Relaciones Exteriores del Ecuador, debidamente facultados por sus respectivos Gobiernos, suscriben este Acuerdo en sus textos inglés y castellano, ambos igualmente válidos y auténticos, en Quito, el día diez y ocho de septiembre de 1975.



Robert C. Brewster
Ambassador of the United States
of America



Carlos Aguirre Asanza
General de Brigada
Ministro de Relaciones Exteriores
del Ecuador

REPUBLIC OF KOREA

**Atomic Energy: Cooperation in Regulatory
and Safety Matters**

*Arrangement signed at Seoul March 18, 1976;
Entered into force March 18, 1976.*

ARRANGEMENT

BETWEEN THE
UNITED STATES NUCLEAR REGULATORY COMMISSION (USNRC)
AND
THE ATOMIC ENERGY BUREAU OF THE MINISTRY OF SCIENCE
AND TECHNOLOGY
REPUBLIC OF KOREA

FOR

EXCHANGE OF TECHNICAL INFORMATION IN REGULATORY
AND SAFETY RESEARCH MATTERS AND
COOPERATION IN DEVELOPMENT OF SAFETY STANDARDS

TIAS 8283

The Atomic Energy Bureau of the Ministry of Science and Technology, Republic of Korea (hereinafter called "the MOST/AEB") and the United States Nuclear Regulatory Commission (hereinafter called "the USNRC") considering the desirability of a continuing exchange of information pertaining to regulatory and safety related research matters and cooperation in safety related research and in development of standards of the type required or recommended by these parties for the regulation of safety and environmental impact of nuclear facilities and in further implementation of Article III of the Agreement for Cooperation between the government of the United States of America and the government of the Republic of Korea concerning [1] civil uses of atomic energy, conclude the following cooperation arrangement:

I. Scope of the Arrangement

I-1 Technical Information Exchange

The MOST/AEB and the USNRC agree to exchange the following types of technical information related to the regulation of safety and environmental impact of designated types of nuclear energy facilities, and to safety research of designated types of nuclear facilities:

- a. Topical reports concerned with technical safety and environmental effects written by or for the parties as a basis for, or in support of, regulatory decisions and policies.
- b. Documents on significant licensing actions and safety and environmental decisions affecting these facilities.

¹TIAS 7583, 7842; 24 UST 779; 25 UST 1102. [Footnote added by the Department of State.]

- c. Detailed documents on the USNRC regulatory procedures of certain US nuclear facilities designated by the MOST/AEB as the prototypes of certain facilities being built in Korea, and reciprocal documents on these overseas counterpart facilities.
- d. Information of the reactor safety related research which the parties have the right to disclose, either in the possession of one of the parties or available to it, including light water safety information from the technical areas described in Appendices "A" and "B".
- e. Reports on construction experience, operating experience, such as reports on incidents, accidents and shutdowns, and compilations of operating experience and historical reliability data, on components and systems.
- f. Regulatory procedures for safety, nuclear materials protection, and environmental impact evaluation of these nuclear facilities.
- g. Each party will make special efforts to give immediate advice to the other of important events, such as serious operating incidents and government-directed reactor shutdowns, that are of immediate interest to the other.
- h. Each party will be prepared to the best of its ability, upon specific request, to advise the other on particular questions relating to reactor safety.

I-2 Cooperation in Safety Research

The execution of joint programs and projects of safety related research and development, or those programs and projects under which activities are divided between the two parties including the use of test facilities and/or computer programs owned by either party, will be agreed upon on a case-by case basis. Temporary assignments of personnel by one party in the other party's agency will also be considered on a case-by-case basis.

I-3 Collaboration in Development of Regulatory Standards

The MOST/AEB and the USNRC further agree to cooperate in the development of regulatory standards for these nuclear facilities.

- a. Each party will inform the other of specific subjects on which regulatory standards development work is underway, or is planned, and approximate schedules for moving work forward on those subjects.
- b. Each party will make available to the other, on a timely basis, copies of standards ready for application or proposed use.

II. Administration

- a. The exchange of information under this arrangement will be accomplished through letters, reports, and other documents, and by visits and meetings arranged in advance on a case-by-case basis. A meeting will be held annually, or at such other times as

mutually agreed, to review the exchange and cooperation activities, to recommend revisions, and to discuss topics coming 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 agreement, including their schedules, shall have the prior approval of the administrators.

- b. An administrator will be designated by each party to coordinate its participation in the overall exchange and cooperation. The administrators shall be the recipients of all documents transmitted under the exchange and cooperation, including copies of all letters unless otherwise agreed. Within the terms of the arrangement, the administrators shall be the main contact points for developing the scope of the exchange and cooperation, including agreement on the designation of the nuclear energy facilities subject to the exchange, on specific documents and standards to be exchanged, and on standards work to be coordinated.

One or more technical coordinators may be appointed as direct contact for specific disciplinary areas. These technical coordinators will assure that both administrators receive copies of all transmittals. These detailed arrangements are intended to assure, among other things, that a reasonably balanced exchange giving access to equivalent available information is achieved and maintained.

- c. Once each year, each of the administrators will correspond with his counterpart listing the titles of all the documents that have been transmitted under this exchange program during the preceding year.
- d. The administrators shall determine the number of copies to be provided of the documents exchanged. Each document will be accompanied by an abstract, less than 250 words, describing its scope and content.
- e. In general, information received by each party to the arrangement may be disseminated freely without further permission of the other party.

Privileged information, including information supplied by the sending party in confidence and on condition that the receiving party protect the information from unauthorized disclosure, will be clearly identified by the sending party with special stamps or other bold lettering. The receiving party will refrain from disseminating, without a written approval of the sending party, such confidential or privileged information:

- i. on the U.S. side, outside the USNRC and consultants and assisting agencies of the Federal Government;
- ii. on the ROK side, outside the concerned authorities of the MOST/AEB and their consultants and assisting agencies of the ROK Government.

- f. Information exchanged under this arrangement shall be subject to the patent provisions in the Patent Addendum of this document.
- g. Nothing contained in this arrangement will require either party to do anything which would be inconsistent with its laws and regulations.
- h. This Arrangement shall have a term of five years and may be further extended by mutual written agreement. It may be terminated by either party upon thirty-day notice.
- i. The application or use of any information exchanged or transferred between the parties under this arrangement shall be the responsibility of the party receiving it, and the transmitting party does not warrant the suitability of such information for any particular use or application.
- j. 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.

Done at Seoul on 18th March, 1976. This arrangement is effective
on the date of signature.

Signed:

B. W. Lee
On behalf of the Korea
Atomic Energy Bureau
Byoung Whie Lee

Edward A. Mason
On behalf of the U.S.
Nuclear Regulatory Commission
Edward A. Mason

PATENT ADDENDUM

- A. With respect to any invention or discovery made or conceived during the period of, or in the course of or under, this exchange of technical information in regulatory safety research matters and cooperation in the development of safety standards between the U.S. Nuclear Regulatory Commission and the Atomic Energy Bureau of the Ministry of Science and Technology, Republic of Korea, if made or conceived while in attendance at meetings or when employing information which has been communicated under this exchange arrangement by one party or its contractors to the other party or its contractors, the Party (Inventor Party) making the invention shall acquire all right, title and interest in and to any such invention, discovery, patent application or patent in its own and third countries, subject to the grant to the other Party (Recipient Party) of a royalty-free, non-exclusive, irrevocable license, with the right to grant sublicenses, in and to any such invention, discovery, patent application, or patent, in such countries for use in the production or utilization of special nuclear material or atomic energy, and the Recipient Party shall acquire all right, title and interest in such invention, patent, etc. in its own country, subject to the grant of a corresponding license to the Inventor Party.
- B. Each Party shall assume the responsibility to pay awards or compensation required to be paid to its own nationals according to its own laws.

APPENDIX "A"USNRC-MOST/AEB Reactor Safety Research Exchange
Areas in which the NRC is Performing LWR Safety Research

1. Primary Coolant System Rupture Studies
2. Heavy Section Steel Technology Program
3. LOFT Program
4. Power Burst Facility - Subassembly Testing Program
5. Separate Effects Testing - Loss of Coolant Accident Studies
6. Loss of Coolant Accident Analyses - Analytical Model Development
7. Design Criteria for Piping, Pumps, and Valves
8. Alternate ECCS Studies
9. Core Meltdown Studies
10. Fission Product Release and Transport Studies
11. Probabilistic Studies
12. Zirconium Damage
13. All computer codes applicable to the above at whatever stage of development they may be*
14. Data from all experiments applicable to the above*

*Data and computer codes will be "as is" at the time of the request. NRC or contractor manpower will generally not be available for interpretation of uncompleted work.

APPENDIX "B"

NRC-MOST/AEB Reactor Safety Research Exchange
Areas in which the MOST/AEB is Performing LWR Safety
Research

1. Studies and experiments on loss-of-coolant accidents (blow-downs and emergency cooling systems).

EGYPT

Cooperation in Technology, Research and Development

*Agreement signed at Washington June 6, 1975;
Entered into force provisionally June 6, 1975;
Entered into force definitively April 14, 1976.*

AGREEMENT RELATING TO COOPERATION IN THE AREAS OF TECHNOLOGY, RESEARCH AND DEVELOPMENT BETWEEN THE GOVERNMENT OF THE ARAB REPUBLIC OF EGYPT AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA

The Government of the Arab Republic of Egypt and the Government of the United States of America.

Having agreed on June 14, 1974^[1] that the encouragement of exchanges and joint research in the scientific and technical field could be of mutual benefit to the two countries, and

Recognizing that closer cooperation between the scientists and technologists of the two nations will advance the state of science and raise the level of technology in both countries, and

Realizing also that such cooperation will strengthen the bonds of friendship between the peoples of their two countries, have agreed as follows:

ARTICLE I

A. The two governments will undertake a broad program of scientific and technological cooperation for peaceful purposes.

B. In pursuit of this goal the governments will encourage and facilitate, where appropriate, the development of direct contacts and cooperation between governmental agencies, universities, research centers and other institutions and firms of the two countries and the conclusion of implementing arrangements between them for carrying out mutually agreed upon cooperative activities under this agreement.

¹ TIAS 7913; 25 UST 2359.

ARTICLE II

The cooperative program will have the goal of intensifying cooperation between the scientists and technologists of the two countries by providing them with additional opportunities to exchange knowledge, ideas and techniques, to collaborate on the solution of problems of mutual interest and to work together in unique environments and facilities.

ARTICLE III

The program of cooperation may include exchanges of scientists and technologists, exchanges of scientific and technical information, the holding of joint seminars and meetings, and the carrying out of joint research projects and other types of activities which will contribute achieving the objectives of the program.

ARTICLE IV

The scientists and technologists who participate in the program may come from governmental agencies, academic institutions or other types of organizations.

ARTICLE V

In appropriate cases scientists, technologists, governmental agencies and institutions of third countries may participate at the invitation of the two governments in projects and programs being carried out under the agreement.

ARTICLE VI

A. Unless otherwise agreed upon, each government shall bear the cost of its participation in cooperative activities carried out under this agreement, in accordance with the existing laws in both countries and subject to the availability of funds.

B. As may be mutually agreed upon in particular cases, cooperative activities may be financed with currencies accrued to the United States as a result of the sale of surplus agricultural commodities under Public Law 480.^[1]

C. The parties may also agree upon other means for the joint financing of activities.

ARTICLE VII

Each government shall facilitate entry to and exit from its territory of personnel and equipment of the other country working on or used in cooperative projects and programs.

ARTICLE VII

A. Scientific and technological information of a non-proprietary nature derived from the cooperative activities conducted under this agreement shall be made available to the world scientific and tech-

¹ 80 Stat. 1526; 7 U.S.C. §1701 et seq.

nological community through customary channels and in accordance with the normal procedures of the participating agencies.

B. The disposition of patents, designs and other industrial property arising from the cooperative activities under this agreement will be provided for in the implementing arrangements referred to in Article I.

ARTICLE IX

The two governments will from time to time jointly review the progress of cooperation under this agreement.

ARTICLE X

Nothing in this agreement shall be construed to prejudice other arrangements for scientific and technological cooperation between the two governments.

ARTICLE XI

This Agreement shall enter into force provisionally as from its date of signature. Each contracting party shall inform the other contracting party by an exchange of Notes through the diplomatic channel that the necessary constitutional requirements have been fulfilled to enable it to give effect to this Agreement. This Agreement shall enter into force definitively on the date of receipt of the later of the two Notes.^[1]

ARTICLE XII

This Agreement shall be valid for a period of five years from the date of entering into force definitively and shall be extended automatically for successive period of 5 years unless one of the governments inform the other in writing 12 months prior to its date of expiry or extension of its desire to terminate the Agreement.

The termination of this Agreement shall not affect the validity or duration of any arrangements made under it.

In witness whereof the undersigned, being duly authorized thereto by their respective Governments, have signed this Agreement.

Done in duplicate at Washington this day of June 6, 1975 in the Arabic and English languages, both texts being equally authoritative,

FOR THE GOVERNMENT
OF THE ARAB REPUBLIC
OF EGYPT

HASSAN M. ISMAIL

FOR THE GOVERNMENT
OF THE UNITED STATES
OF AMERICA

MYRON B KRATZER

¹ Apr. 14, 1976.

اتفاق
للتعاون التكنولوجي والبحث والتنمية
بين حكومة
جمهورية مصر العربية
وحكومة
الولايات المتحدة الأمريكية

ان حكومة جمهورية مصر العربية وحكومة الولايات المتحدة الأمريكية ،
وقد اتفقنا في ١٤ يونيو ١٩٧٤ على أنه من العين لكلا البلدين تشجيع التبادل
والابحاث المشتركة في المجال العلمي والفنى ،
ومقدرين أن التعاون الوثيق بين العلماء والفنانين من الأمتين سوف يؤدي إلى
تطوير شأن العلم ورفع المستوى التكنولوجي في كل البلدين ،
ومدركتين أيضاً أن مثل هذا التعاون سوف يقوى من علاقات الصداقة بين شعبي
دولتيهما ،
قد اتفقنا على الآتى :

المادة الأولى

- ١ - تتعهد الحكومتان بعمل برنامج كبير للتعاون العلمي والفنى للغرض السلبية .
- ٢ - من أجل الوصول إلى هذا الهدف تشجع الحكومتان تسهيلان ، حيثما يكون ذلك
 المناسباً ، تنمية الاتصالات والتعاون المباشر بين الهيئات الحكومية والجامعات
 ومراكز البحث والمؤسسات والهيئات الأخرى في الدولتين ، كما تشجعان التوصل
 إلى برامج تنفيذية بينهما لتحقيق أنشطة التعاون المنفق عليها في ظل هذا
 الاتفاق .

المادة الثانية

- أن برنامج التعاون سيهدف إلى تكثيف التعاون بين العلماء والفنانين في الدولتين
 بأن تقدم لهم فرصة إضافية لتبادل المعرفة والآراء والثقافتين ، للتعاون على حل
 المشاكل التي تهم الطرفين وللعمل معاً في بحثات وتسهيلات فريدة .

المادة الثالثة

يمكن أن يتضمن برنامج التعاون تبادل العلماء والفنانين وتبادل المعلومات العلمية والفنية وعقد ندوات واجتماعات مشتركة ، وتنفيذ مشروعات بحوث مشتركة وأنشطة أخرى تساهم في تحقيق أهداف البرنامج .

المادة الرابعة

العلماء والفنانين المشتركون في البرنامج يمكن أن يوفدوا من هيئات حكومية أو مُؤسسات أكاديمية أو من مُؤسسات أخرى .

المادة الخامسة

يمكن أن يشترك في حالات معينة ، العلماء والفنانين والهيئات الحكومية ومؤسسات دول ثالثة ، بناءً على دعوة الحكومتين ، في المشروعات والبرامج التي تنفذ وفقاً لهذا الاتفاق .

المادة السادسة

أ - مالم يتم الاتفاق على خلاف ذلك ، سوف تتحمل كل حكومة نفقات مساحتها في أنشطة التعاون التي تنفذ وفقاً لهذا الاتفاق وطبقاً للقوانين القائمة في كل الدولتين ويشترط توفير الاعتمادات المالية .

ب - يمكن ، في حالات معينة يتفق عليها ، أن يتم تمويل أنشطة التعاون من العمليات التي تتحقق للولايات المتحدة نتيجة بيع فائض الحالات الزراعية تحت القانون العام ٤٨٠ .

ج - يجوز للطرفان أيضاً الاتفاق على طرق أخرى للتمويل المشترك لأنشطة .

المادة السابعة

تسهل كل حكومة الدخول والخروج من أراضيها لغير الدولة الأخرى العاملين في النسائج والبرامج التعاونية وكذلك المعدات المستخدمة فيها .

المادة الثامنة

- أ - العلومات العلمية والتكنولوجية ذات الطبيعة غير الخاصة التي يتم التوصل اليها عن طريق الاشطة المشتركة وفقاً لهذا الاتفاق سوف تناح للمجتمع العلمي والتكنولوجي العالمي بالطرق الاعتيادية وطبقاً للإجراءات المعتادة للهيئات المشتركة .
- ب - ان تنظيم برامجهما الاختراعات والتصميمات والممتلكات الصناعية الأخرى التي تنشأ عن الانشطة التعاونية وفقاً لهذا الاتفاق سوف يتم الاتفاق عليه في الترتيبات التنفيذية المشار إليها في المادة الاولى .

المادة التاسعة

سوف تراجع الحكومتان معاً من وقت لآخر تقدم التعاون وفقاً لهذا الاتفاق .

المادة العاشرة

لا ينسى في هذا الاتفاق للإشارة بأية ترتيبات أخرى للتعاون العلمي والتكنولوجي بين الحكومتين .

المادة الحادية عشر

يعمل بهذا الاتفاق بصفة مؤقتة من تاريخ التوقيع عليه وصفة نهائية من تاريخ تبادل مذكرات دبلوماسية بتنامي الاجراءات الدستورية اللازمة لتنفيذ هذا الاتفاق لدى كل من البلدين .

المادة الثانية عشر

يسرى هذا الاتفاق لمدة خمس سنوات من تاريخ نفاذ، بصفة نهائية ويجدد تلقائياً لفترة متتالية كل منها خمس سنوات، ما لم تخطر أحدى الحكومتين الأخرى كتابة قبل انتهاء عشر شهراً من تاريخ انتهاء الاتفاق أو مدة تجديده برغبتهما في إنهائه .

سوف لا يُؤثر انها هدا الاشاق على صلاحية او مدة آى ترتيبات تممت وفقاً .

تحرير في وأستانن في اليوم السادس من شهر يونيو سنة ألف وتسعمائة وخمسة
وسبعين من أصلين ساللعتين العربية والإنجليزية وكل من النصين نفس الحجية .

عن حكومة
الولايات المتحدة الامريكية
Myron B. Keatzer

عن حکومت
جمهوریه مصر العربیه

UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND

**Weather Stations: Continuation of Cooperative
Meteorological Program in the Cayman Islands**

*Agreement effected by exchange of notes
Signed at Washington April 6 and 13, 1976;
Entered into force April 13, 1976.
With memorandum of arrangement
Signed at Washington May 17 and 19, 1976.*

The Secretary of State to the British Ambassador

APRIL 6, 1976

EXCELLENCY:

I have the honor to refer to the agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland for the establishment and operation of hurricane research stations on Grand Cayman and Jamaica, which was effected by an exchange of notes on December 30, 1958. This agreement entered into force on December 30, 1958, was amended by an agreement effected by an exchange of notes on February 15, 1960, and was further amended and extended by an exchange of notes on November 23 and December 12, 1966, [¹] which took into account the independence of Jamaica in 1962.

The Government of the United States is very desirous of continuing this now well-established cooperative meteorological program but considers that the agreement and the associated Memorandum of Arrangement should be amended in part to take account of certain administrative and technical changes which have taken place since 1966.

I have the honor, therefore, to propose that the cooperative meteorological program in the Cayman Islands should be continued on the following terms:

1. Purpose. The purpose of the program shall be the facilitation of the operation of an upper-air (rawinsonde) and surface

¹ TIAS 4155, 4419, 6175; 9 UST 1540; 11 UST 129; 17 UST 2312.

weather observation station in the Cayman Islands, the international dissemination of reports of the observations made at this station, and the logistic support of the weather station on Isla Grande de el Cisne through cooperation between the designated Cooperating Agencies of the two Governments.

2. Cooperating Agencies. The Cooperating Agencies shall be (1) for the Government of the United States of America, the National Oceanic and Atmospheric Administration of the United States Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and (2) for the Government of the United Kingdom, Caribbean Meteorological Organization, hereinafter referred to as the Cayman Islands Cooperating Agency.
3. Title to Property. Title to all real property and any improvements thereto, furnished, acquired, or constructed for the purpose of conducting the cooperative program covered by this agreement shall be vested in the Cayman Islands Cooperating Agency, except when the Government of the Cayman Islands shall have determined that such title shall be vested, or remain vested, in another Cayman Islands Agency. Title to any item of equipment or other item of personal property shall remain vested in the Cooperating Agency which supplied, or provided the funds for the supply of, the item, unless otherwise agreed, in a specific case, between the two Cooperating Agencies.
4. Expenditures. All expenditures incident to the obligations assumed by the United States Cooperating Agency shall be paid by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Cayman Islands Cooperating Agency shall be paid by the Government of the Cayman Islands.
5. Importation of Materials, Equipment, Supplies and Goods. The Government of the Cayman Islands shall take all necessary steps to facilitate and expedite:
 - (a) the importation into the Cayman Islands of all materials, equipment, supplies, and goods, including motor vehicles, furnished by the United States Cooperating Agency for use in the cooperative program, including logistic support of the weather station on Isla Grande de el Cisne;
 - (b) the removal from its territory of such of those materials, equipment, supplies, and goods as the United States Cooperating Agency shall elect to transfer elsewhere and in particular to the weather station on Isla Grande de el Cisne.
6. Exemption from Duties and Taxes and from Requirements for Licenses and Permits.
 - (a) All materials, equipment, supplies, and goods, including motor vehicles, furnished by the United States Cooperating

Agency and imported into the Cayman Islands for use in the cooperative program, including logistic support of the weather station on Isla Grande de el Cisne shall be admitted free of taxes, customs, and import duties, and other similar charges and without any requirement for an import license or similar documentation or authorization.

- (b) No license fees, taxes or other similar charges shall be levied in respect of the use in the Cayman Islands, in connection with the cooperative program, of any items imported under the provisions of paragraph 6(a) above.
- (c) No person ordinarily resident in the United States of America shall be liable to pay in the Cayman Islands any tax in the nature of a license in respect of any service or work for the Government of the United States of America or under any contract made with the Government of the United States of America in connection with the cooperative program.
- (d) No import duties or other tax shall be charged on the personal belongings and household effects, including one privately-owned automobile per employee, of any national of the United States of America who is serving or employed in connection with the cooperative program and who is present in the Cayman Islands only by reason of such employment, provided that such belongings or effects accompany the owner or are imported either:
 - (i) Within a period beginning 60 days before and ending 120 days after the owner's arrival; or
 - (ii) within a period of six months immediately following his arrival.
- (e) Any national of the United States who is serving or employed in connection with the cooperative program and who is resident in the Cayman Islands by reason only of such service or employment (and the wife and minor children of such a person) shall be exempt from the payment of all taxes which might otherwise be imposed solely by virtue of his residence in the Cayman Islands, including (1) income tax (except in respect of income derived from sources in the Cayman Islands); (2) social security taxes; (3) any poll taxes or similar tax on the person; and (4) any tax on the ownership or use of property situated outside the Cayman Islands.
- (f) Any United States national who is an official or employee of the United States Cooperating Agency and who is temporarily in the Cayman Islands in connection with the cooperative program shall be exempt from payment of any tax or other charges which might otherwise be imposed solely by virtue of his temporary residence in the Cayman

Islands and from any requirement to possess or apply for a work permit.

7. Liability. Each Cooperating Agency shall be responsible for claims for damage to property or injury to persons with respect only to activities under the cooperative program directly engaged in or performed by that Cooperating Agency or its employees. No liability shall attach to either Cooperating Agency based solely on title to the equipment, facilities or other property used in the cooperative program.
8. Protection of Radio Frequencies.
 - (a) The radio operating frequencies in the bands 401–406 MHz and 1660–1700 MHz shall be protected by the Government of the Cayman Islands in order to insure their use free of interference for rawinsonde observations, in accordance with the provisions of the Radio Regulations annexed to the International Telecommunication Convention.^[1]
 - (b) The radio frequency 6927.0 kHz shall be allocated for single-sideband voice communications with a maximum power output of 1,000 watts, to the Grand Cayman weather station for emergency and administrative communications between that station and the weather station on Isla Grande de el Cisne.
 - (c) The radio frequency 14792.0 kHz shall be allocated, for single-sideband voice radio communications with a maximum power output of 1,000 watts, to the Grand Cayman rawinsonde station for emergency and administrative communications between that station and the Headquarters of the United States cooperating Agency.
9. Appropriation of Funds. The carrying out of the provisions of this Agreement shall be subject to the availability of appropriated funds.
10. Memorandum of Arrangement. A Memorandum of Arrangement, specifying further details of the cooperative program to be operated under the Agreement, shall be agreed by the two Cooperating Agencies and may be amended at any time by further agreement.

If the foregoing proposal is acceptable to the Government of the United Kingdom, I have the honor to propose that the present note and Your Excellency's reply in that sense shall constitute an Agreement between our two Governments which shall enter into force on the date of Your Excellency's reply, and which shall remain in force

¹ TIAS 4893, 5603, 6332, 6590, 7435; 12 UST 2377; 15 UST 887; 18 UST 2091; 19 UST 6717; 23 UST 1527.

until terminated by mutual agreement or until sixty days following the date of a note from either Government to the other Government expressing a desire to terminate it.

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

For the Secretary of State:

MYRON B KRATZER

Enclosure:

Memorandum of Arrangement

His Excellency

The Honorable

Sir PETER RAMSBOTHAM, K.C.M.G.,
British Ambassador.

MEMORANDUM OF ARRANGEMENT

The National Oceanic and Atmospheric Administration of the United States Department of Commerce, hereinafter referred to as the United States Co-operating Agency, and the Caribbean Meteorological Organization, hereinafter referred to as the Cayman Islands Cooperating Agency,

Noting that the agreement, effected by an exchange of notes at Washington on November 23, and December 12, 1966, and a further exchange at Washington on April 13, 1976, between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland, in regard to the operation of a weather observing station at Owen Roberts Airfield, Grand Cayman Island, provides that further details of the program shall be embodied in a Memorandum of Arrangement between the Cooperating Agencies,

Have agreed as follows:

1. Name of Undertaking: The program to which this Memorandum of Arrangement refers shall be known as the "Cayman Islands-United States of America Cooperative Meteorological Observation Program."
2. Specific Undertakings on the Part of the United States Cooperating Agency: The United States Cooperating Agency shall:
 - (a) maintain and operate a combined rawinsonde and meteorological surface observing station at Owen Roberts Airfield, Grand Cayman Island;
 - (b) provide all materials, technical and office equipment, supplies and goods required to maintain and operate the upper-air (rawinsonde) observing program of the station and pay the cost of transporting such materials, equipment, supplies and goods to the Owen Roberts Airfield;

- (c) Install and maintain at its expense the rawinsonde and associated equipment at the station and train the locally-recruited station personnel in rawinsonde observing;
- (d) provide at its expense:
 - (i) a resident United States Technician-in-Charge to supervise the operation of the rawinsonde program and administer the logistic support from Grand Cayman of the weather station on Isla Grande de el Cisne;
 - (ii) a resident United States Electronic Technician to assist in maintenance of the rawinsonde and associated equipment at the station and on occasion, as determined by the United States Cooperating Agency, to perform similar duties at a rawinsonde station in a neighboring country, and to assist the Technician-in-Charge with logistic support of the Isla Grande de el Cisne; weather station;
- (e) shall reimburse the Cayman Islands Cooperating Agency, in accordance with the Provisions of paragraphs 3(h) and 3(k), for the cost of the observer personnel required for the operation of the rawinsonde program;
- (f) pay the charges for the necessary utilities, including electric power and lighting for the living quarters of the Technician-in-Charge and also the charges for the electricity consumed in the operation of the weather station and the warehouse;
- (g) arrange for:
 - (i) rawinsonde observations to be made at the station twice daily, including Sundays and holidays, at the standard times of 0000 and 1200 GMT, and occasionally at additional times when the United States Cooperating Agency considers that extra observations are necessary for

severe storm forecasting or research, such observations to be taken in accordance with the standard practices and procedures recommended by the World Meteorological Organization;

- (iii) routine hourly, synoptic and special surface meteorological observations to be made daily, including Sundays and holidays, beginning no later than 0600 h. local time and continuing until 2000 h. local time and further at additional times when the United States Cooperating Agency considers that extra observations are necessary for severe storm forecasting or research, all observations to be made in accordance with the standard practices and procedures recommended by the World Meteorological Organization;
 - (iii) reports of the observations detailed in paragraphs 2(g)(i) and (ii) above to be furnished for transmission as specified in paragraph 3(i) below;
3. Specific Undertakings on the Part of the Cayman Islands Cooperating Agency: The Cayman Islands Cooperating Agency shall:
- (a) provide all equipment and supplies required to maintain and operate the surface observation program of the station;
 - (b) provide and maintain appropriate accommodation for the rawinsonde and surface observation programs of the station, including offices, space for hydrogen generation and balloon inflation, a workshop and necessary storage space;
 - (c) provide and maintain a building which is acceptable to both Cooperating Agencies for use as living quarters by the resident United States Technician-in-Charge;
 - (d) maintain the warehouse building at the airfield which is used for the storage of the materials, equipment, supplies and goods required for the

maintenance of rawinsonde observations at Owen Roberts Airfield and for the logistic support of the rawinsonde observations station at Isla Grande de el Cisne.

- (e) provide at Owen Roberts Airfield, and maintain clear of obstruction, an area for launching the radiosonde balloons which is acceptable to both Cooperating Agencies;
- (f) make available electrical power and light, water supply and telephone service for the station operations and for the United States Technician-in-Charge's residence and electric power and light for the warehouse building;
- (g) shall provide rawinsonde and surface observer personnel, at the Cayman Islands facility, who are qualified and sufficient in number to carry out the rawinsonde and surface observation program;
- (h) pay the salary and other compensation of one observer as a contribution towards the personnel costs involved in operating the surface program of the station;
- (i) arrange for reports of the weather observations made at the station to be transmitted expeditiously, by appropriate telecommunications means, to an agreed United States telecommunications center, for further international dissemination, and pay any telecommunications charges levied in the Cayman Islands in respect of the transmissions involved;
- (j) arrange for reception of weather reports, forecasts and warnings needed for aviation and public service in the Cayman Islands, without interference with transmitting capabilities referred to in 3(i) above;
- (k) shall transmit as soon as practicable on or about January 1, April 1, July 1, and October 1, of each year to an address to be designated by the United States Cooperating Agency, a claim, supported by appropriate vouchers, for reimbursement by the United States Cooperating Agency, for the cost of providing, during that quarter-year, in

connection with the operation of the meteorological observation program on Grand Cayman, the services specified in paragraph 2(g), above, including salaries and other benefits accruing to personnel under the applicable regulations of the Government of the Cayman Islands, but excluding salary and benefits payable to the one observer specified in paragraph 3(h) above.

4. Term: This Memorandum of Arrangement shall enter into force with effect as from April 13, 1976, may be amended at any time by further agreement between the two Co-operating Agencies, and shall be coterminous with the related Agreement between the Government of the United States and the Government of the United Kingdom.

IN WITNESS WHEREOF, the undersigned, being duly authorized thereto, have executed the Memorandum of Arrangement

At Washington

on MAY 17 1976

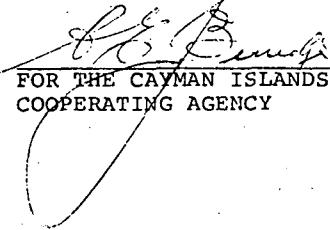
[¹]


FOR THE UNITED STATES
COOPERATING AGENCY

At Washington

on May 19, 1976

[²]


FOR THE CAYMAN ISLANDS
COOPERATING AGENCY

¹ Robert M. White

² C. E. Berridge

APPENDIX

PROPOSED TERMS AND CONDITIONS AFFECTING PERSONNEL TO
BE TAKEN ON THE PERMANENT AND PENSIONABLE ESTABLISHMENT
OF THE CAYMAN ISLANDS GOVERNMENT FROM THE UNITED STATES
WEATHER SERVICE.

1. The Cayman Islands Government will accept the transfer to its permanent pensionable establishment of five local personnel currently employed at the Weather Station, Owen Robert Airport, by the U.S. National Weather Service and in turn will second these to the Weather Station.
2. The Government will pay to the personnel taken over, all emoluments attached to the offices held by them according to their grades and classification in the Public Service.
3. The U.S. Government, through its National Weather Service, will, on a quarterly basis, reimburse the Cayman Island Government all payment for salary, overtime, night differential and other similar pay, paid to four employees seconded to the weather station, for the rawinsonde program, such reimbursement to include any increase of salary which the Government may grant from time to time. The Cayman Islands Government will pay the salary and all other compensation for the one employee seconded to the weather station as a contribution towards the personnel costs involved in operating the surface observation program of the station.
4. It is agreed by the U.S. Weather Service that the personnel to be transferred will have earned leave in respect of the service to be terminated. Since they will not be permitted to take the leave before the transfer takes effect it is agreed that the National Weather Office will compensate the personnel by making a cash payment in lieu of leave. Thereafter transferees will earn and become eligible for leave in accordance with Government Regulations in force from time to time.

5. It is agreed that the employees, who have been contributing to a Superannuation Scheme operated by the N.W.S. since July 7, 1972, will have the contributions made by them refunded for the period they have been members of the scheme.
6. To provide for the personnel to be transferred with pension benefits in the Cayman Islands Government Service, retroactive to July 7, 1972, the U.S. Government will be required, for the period involved, to purchase the right for the employees by paying to the Cayman Islands Government a lump sum representing 25% of salary of each of the employees to be transferred, this being the notional value of pension.
7. Transferred personnel, on secondment to the Weather Office, will continue to be eligible to receive payment for overtime, for night differential and other similar duties. Overtime will be paid in respect of hours worked in excess of forty (40) hours per five (5) day week and will be paid in accordance with Government rates in force from time to time.

The British Ambassador to the Secretary of State

British Embassy
Washington DC

13 April 1976

Sir

I have the honour to acknowledge the receipt of your Note of the 6th of April, 1976, which reads as follows:-

"I have the honor to refer to the agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland for the establishment and operation of hurricane research stations on Grand Cayman and Jamaica, which was effected by an exchange of notes on December 30, 1958. This agreement entered into force on December 30, 1958, was amended by an agreement effected by an exchange of notes on February 15, 1960, and was further amended and extended by an exchange of notes on November 23 and December 12, 1966, which took into account the independence of Jamaica in 1962.

The Government of the United States is very desirous of continuing this now well-established cooperative meteorological program but considers that the agreement and the associated Memorandum of Arrangement should be amended in part to take account of certain administrative and technical changes which have taken place since 1966.

I have the honor, therefore, to propose that the cooperative meteorological program in the Cayman Islands should be continued on the following terms:

1. Purpose. The purpose of the program shall be the facilitation of the operation of an upper-air (rawinsonde) and surface weather observation station in the Cayman Islands, the international dissemination of reports of the observations made at this station,

and the logistic support of the weather station on Isla Grande de el Cisne through cooperation between the designated Cooperating Agencies of the two Governments.

2. Cooperating Agencies. The Cooperating Agencies shall be (1) for the Government of the United States of America, the National Oceanic and Atmospheric Administration of the United States Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and (2) for the Government of the United Kingdom, Caribbean Meteorological Organization, hereinafter referred to as the Cayman Islands Cooperating Agency.
3. Title to Property. Title to all real property and any improvements thereto, furnished, acquired, or constructed for the purpose of conducting the cooperative program covered by this agreement shall be vested in the Cayman Islands Cooperating Agency, except when the Government of the Cayman Islands shall have determined that such title shall be vested, or remain vested, in another Cayman Islands Agency. Title to any item of equipment or other item of personal property shall remain vested in the Cooperating Agency which supplied, or provided the funds for the supply of the item, unless otherwise agreed, in a specific case, between the two Cooperating Agencies.
4. Expenditures. All expenditures incident to the obligations assumed by the United States Cooperating Agency shall be paid by the Government of the United States of America, and all expenditures incident to the obligations assumed by the Cayman Islands Cooperating Agency shall be paid by the Government of the Cayman Islands.
5. Importation of Materials, Equipment, Supplies and Goods. The Government of the Cayman Islands shall take all necessary steps to facilitate and expedite:

- (a) the importation into the Cayman Islands of all materials, equipment, supplies, and goods, including motor vehicles, furnished by the United States Cooperating Agency for use in the cooperative program, including logistic support of the weather station on Isla Grande de el Cisne;
- (b) the removal from its territory of such of those materials, equipment, supplies, and goods as the United States Cooperating Agency shall elect to transfer elsewhere and in particular to the weather station on Isla Grande de el Cisne.

6. Exemption from Duties and Taxes and from Requirements for Licenses and Permits.

- (a) All materials, equipment, supplies and goods, including motor vehicles, furnished by the United States Cooperating Agency and imported into the Cayman Islands for use in the cooperative program, including logistic support of the weather station on Isla Grande de el Cisne shall be admitted free of taxes, customs, and import duties, and other similar charges and without any requirement for an import license or similar documentation or authorization.
- (b) No license fees, taxes or other similar charges shall be levied in respect of the use in the Cayman Islands, in connection with the cooperative program, of any items imported under the provisions of paragraph 6 (a) above.
- (c) No person ordinarily resident in the United States of America shall be liable to pay in the Cayman Islands any tax in the nature of a license in respect

of any service or work for the Government of the United States of America or under any contract made with the Government of the United States of America in connection with the cooperative program.

- (d) No import duties or other tax shall be charged on the personal belongings and household effects, including one privately-owned automobile per employee, of any national of the United States of America who is serving or employed in connection with the cooperative program and who is present in the Cayman Islands only by reason of such employment, provided that such belongings or effects accompany the owner or are imported either:
 - (i) Within a period beginning 60 days before and ending 120 days after the owner's arrival; or
 - (ii) within a period of six months immediately following his arrival.
- (e) Any national of the United States who is serving or employed in connection with the cooperative program and who is resident in the Cayman Islands by reason only of such service or employment (and the wife and minor children of such a person) shall be exempt from the payment of all taxes which might otherwise be imposed solely by virtue of his residence in the Cayman Islands, including (1) income tax (except in respect of income derived from sources in the Cayman Islands); (2) social security taxes; (3) any poll taxes or similar tax on the person; and (4) any tax on the ownership or use of property situated outside the Cayman Islands.
- (f) Any United States national who is an official or employee of the United States Cooperating Agency

and who is temporarily in the Cayman Islands in connection with the cooperative program shall be exempt from payment of any tax or other charges which might otherwise be imposed solely by virtue of his temporary residence in the Cayman Islands and from any requirement to possess or apply for a work permit.

7. Liability. Each Cooperating Agency shall be responsible for claims for damage to property or injury to persons with respect only to activities under the cooperative program directly engaged in or performed by that Cooperating Agency or its employees. No liability shall attach to either Cooperating Agency based solely on title to the equipment, facilities or other property used in the cooperative program.
8. Protection of Radio Frequencies.
 - (a) The radio operating frequencies in the bands 401-406 MHz and 1660-1700 MHz shall be protected by the Government of the Cayman Islands in order to insure their use free of interference for rawinsonde observations, in accordance with the provisions of the Radio Regulations annexed to the International Telecommunication Convention.
 - (b) The radio frequency 6927.0kHz shall be allocated for single-sideband voice communications with a maximum power output of 1,000 watts, to the Grand Cayman weather station for emergency and administrative communications between that station and the weather station on Isla Grande de el Cisne.
 - (c) The radio frequency 14792.0 kHz shall be allocated, for single-sideband voice radio communications with a maximum power output of 1,000 watts, to the Grand Cayman rawinsonde station for emergency and administrative communications between that station and the Headquarters of the United States Cooperating Agency.

9. Appropriation of Funds. The carrying out of the provisions of this Agreement shall be subject to the availability of appropriated funds.
10. Memorandum of Arrangement. A Memorandum of Arrangement, specifying further details of the cooperative program to be operated under the Agreement, shall be agreed by the two Cooperating Agencies and may be amended at any time by further agreement.

If the foregoing proposal is acceptable to the Government of the United Kingdom, I have the honor to propose that the present note and Your Excellency's reply in that sense shall constitute an Agreement between our two Governments which shall enter into force on the date of Your Excellency's reply, and which shall remain in force until terminated by mutual agreement or until sixty days following the date of a note from either Government to the other Government expressing a desire to terminate it."

2. I have the honour to inform Your Excellency that the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that your Note, together with this reply, shall constitute an Agreement between the two Governments which shall enter into force on this day's date.

I avail myself of this opportunity to renew to you, Sir, the assurance of my highest consideration.

 [¹]

The Honorable
Henry A Kissinger
Secretary of State of the United States of America
Washington D C

¹ Peter E. Ramsbotham

MULTILATERAL Whaling

*Amendments to the Schedule to the International Whaling Convention of 1946.
Adopted at the Twenty-seventh Meeting of the International Whaling Commission, London, June 23-27, 1975;
Entered into force October 3, 1975.*

INTERNATIONAL WHALING COMMISSION

GREAT WESTMINSTER HOUSE, HORSEFERRY ROAD, LONDON, S.W. 1P 2AE
TELEPHONE: 01-216 7405

*Chairman: A. G. BOLLEN (Australia) Vice-Chairman: I. RINDAL (Norway)
Secretary: R. STACEY*

Our Ref AS XXVII

Date 6 October 1975.

CIRCULAR COMMUNICATION TO ALL CONTRACTING GOVERNMENTS INTERNATIONAL WHALING CONVENTION 1946 [¹] AMENDMENTS TO THE SCHEDULE.

The Secretary refers to his circular letters of 4 July and 21 August 1975 [²] notifying Contracting Governments of the amendments to the Schedule of the Convention agreed at the Commission's Twenty-seventh Annual Meeting.

No objections have been received to the amendments a list of which is enclosed and they therefore became binding on all Contracting Governments from 3 October 1975.

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

¹ TIAS 1849, 4228; 62 Stat. 1716; 10 UST 952.

² Not printed.

**INTERNATIONAL WHALING CONVENTION 1946
AMENDMENTS TO THE SCHEDULE**

1. At its Twenty-seventh meeting held in London from 23 to 27 June, 1975 the Commission agreed to the following amendments to the Schedule:

Paragraph 1 Add the following at end of paragraph

"lactating whale" means (a) with respect to baleen whales—a female which has any milk present in a mammary gland.

(b) with respect to sperm whales—a female which has milk present in a mammary gland the maximum thickness (depth) of which is 10 cm or more. This measurement shall be at the mid ventral point of the mammary gland perpendicular to the body axis, and shall be logged to the nearest centimetre; that is to say, any gland between 9.5 cm and 10.5 cm shall be logged as 10 cm. The measurement of any gland which falls on an exact 0.5 centimetre shall be logged at the next 0.5 centimetre, eg 10.5 cm shall be logged as 11.0 cm.

However, notwithstanding these criteria, a whale shall not be considered a lactating whale if scientific (histological or other biological) evidence is presented to the appropriate national authority establishing that the whale could not at that point in its physical cycle have had a calf dependent on it for milk.

Paragraph 2 (c)

Line 2 Delete 'one continuous open season'

Insert 'an open season or seasons'

Paragraph 3 (c)

Lines 5 and 6 Delete 'such period of eight months to include the whole of the period of six months declared for baleen whales, except minke whales, as provided for in sub-paragraph (b) of this paragraph'.

Section III Capture

Delete "Prohibitions and areas"

Delete Paragraphs 5, 6 and 7. Amend to read as follows:

Classification of Areas and Divisions

5. In paragraphs 6 and 11, areas in the Southern Hemisphere are those waters between the ice edge and 40° South Latitude and lying between the following parallels of longitude, except that for sei and Bryde's whales combined and minke whales they shall extend to the equator:

AREA I	120°W	—	60°W
AREA II	60°W	—	0
AREA III	0	—	70°E
AREA IV	70°E	—	130°E
AREA V	130°E	—	170°W
AREA VI	170°W	—	120°W

In paragraphs 6 and 15, divisions relating to the catch limits for Southern Hemisphere sperm whales are those waters lying between the ice edge and the equator and between the following parallels of longitude:

Division 1	60°W	—	30°W
Division 2	30°W	—	20°E
Division 3	20°E	—	60°E
Division 4	60°E	—	90°E
Division 5	90°E	—	130°E
Division 6	130°E	—	160°E
Division 7	160°E	—	170°W
Division 8	170°W	—	100°W
Division 9	100°W	—	60°W

6. Classification of Stocks

All stocks of whales shall be classified in one of three categories according to the advice of the Scientific Committee as follows:

- (a) A Sustained Management Stock is a stock which is not more than 10 per cent of Maximum Sustainable Yield (hereinafter referred to as MSY) stock level below MSY stock level, and not more than 20 per cent above that level; MSY being determined on the basis of the number of whales:

When a stock has remained at a stable level for a considerable period under a regime of approximately constant catches, it shall be classified as Sustained Management Stock in the absence of any positive evidence that it should be otherwise classified.

Commercial whaling shall be permitted on Sustained Management Stocks according to the advice of the Scientific Committee.

For the 1975/76 pelagic season and 1976 coastal season in the Southern Hemisphere and for the 1976 season in all other areas for stocks between the MSY stock level and 10 percent below that level, the permitted catch, except for sei whales and Bryde's whales combined in the Southern Hemisphere, shall not exceed the number of whales obtained by taking 90 percent of the MSY and reducing that number by 10 percent for every 1 percent by which the stock falls short of the MSY stock level. For stocks at or above the MSY stock level, the permitted catch shall not exceed 90 percent of the MSY.

For sei and Bryde's whales combined in the Southern Hemisphere for the 1975/76 pelagic season and the 1976 coastal season the permitted catch of Sustained Management Stocks below the MSY stock level shall not exceed the number of whales obtained by taking 90 percent of the MSY and reducing that number by 5 percent for every 1 percent by which the stock at the beginning of the sustained management period falls short of the MSY stock level.

The following stocks are classified as Sustained Management Stocks for the 1975/76 pelagic season and the 1976 coastal season in the Southern Hemisphere and for the 1976 season in all other areas:

Fin Whales	Southern Hemisphere Area I
" "	North Atlantic (Iceland Stock)
" "	North Atlantic (Newfoundland Stock)
Sei and Bryde's Whales combined	Southern Hemisphere Areas I, II, IV, V, VI
Minke Whales	Southern Hemisphere Area IV, North Atlantic (Stock East of Cape Farewell, Greenland)
Sperm Whales—Males	Southern Hemisphere Divisions 1, 2, 3, 4, 7, and 9
Sperm Whales—Females	Southern Hemisphere Divisions 3, 4, 7, and 9

(b) An Initial Management Stock is a stock more than 20 percent of MSY stock level above MSY stock level. Commercial whaling shall be permitted on Initial Management Stocks according to the advice of the Scientific Committee as to measures necessary to bring the stocks to the MSY stock level and then optimum level in an efficient manner and without risk of reducing them below this level. The permitted catch for such stocks will not be more than 90 percent of MSY as far as this is known, or, where it will be more appropriate, catching effort shall be limited to that which will take 90 percent of MSY in a stock at MSY stock level.

In the absence of any positive evidence that a continuing higher percentage will not reduce the stock below the MSY stock level no more than 5 percent of the estimated initial exploitable stock shall be taken in any one year. Exploitation should not commence until an estimate of stock size has been obtained which is satisfactory in the view of the Scientific Committee.

The following stocks are classified as Initial Management stocks for the 1975/76 pelagic season and the 1976 coastal season in the Southern Hemisphere and for the 1976 season in all other areas.

Minke Whales	Southern Hemisphere Areas I, II, III, V, VI
Minke Whales	North Atlantic (Stock West of Cape Farewell, Greenland)
Bryde's Whales	North Pacific
Sperm Whales—Males	Southern Hemisphere Divisions 5 and 8
Sperm Whales—Females	Southern Hemisphere Divisions 1, 2, 5, 6 and 8
Sperm Whales—Males	North Pacific
Sperm Whales—Females	North Pacific

(c) A Protection Stock is a stock which is below 10 percent of MSY stock level below MSY stock level.

There shall be no commercial whaling on species or stocks whilst they are classified as Protection Stocks. The following stocks are classified as Protection Stocks for the 1975/76 pelagic season and 1976 coastal season in the Southern Hemisphere and for the 1976 season in all other areas.

Blue Whales	All Oceans
Humpback Whales	All Oceans
Right Whales	All Oceans
Gray Whales	All Oceans
Fin Whales	Southern Hemisphere Areas II, III, IV, V, VI

Fin Whales	North Pacific
Fin Whales	North Atlantic (Faroes and West Norway Stock)
Fin Whales	North Atlantic (Nova Scotia Stock)
Sei Whales	Southern Hemisphere Area III
Sei Whales	North Pacific
Sperm Whales—Males	Southern Hemisphere Division 6

7. Notwithstanding the provisions of paragraph 6 the taking of 10 humpback whales not below 35 feet (10.7 metres) in length, per year is permitted in Greenland waters provided that whale catchers of less than 50 gross register tonnage are used for this purpose and the taking of gray or right whales by aborigines or a Contracting Government on behalf of aborigines but only when the meat and products of such whales are to be used exclusively for local consumption by the aborigines.

Paragraph 8 Amend to read as follows:

“It is forbidden to take or kill suckling calves or female whales accompanied by calves”.

Paragraph 11 Amend to read as follows:

The number of fin whales taken during the open season in waters south of 40° South Latitude by factory ships or whale catchers attached thereto under the jurisdiction of the Contracting Governments shall not exceed 220 in 1975/76. The taking of fin whales shall cease not later than 30 June 1976. The number of other species 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 2230 sei and Bryde's whales combined and 6810 minke whales in the 1975/76 pelagic season and the 1976 coastal season. The total catches taken in any of the areas I to VI shall not exceed the limits shown below. However, in no circumstances shall the sum of the area catches exceed the total quotas for each species:

	Fin	Sei and Bryde's whales combined	Minke
Area I	220	198	1200
Area II	0	567	2160
Area III	0	0	2400
Area IV	0	671	891
Area V	0	693	840
Area VI	0	297	600

Paragraph 12 Amend to read as follows:

“The number of whales taken in the North Pacific Ocean and dependent waters in 1976 shall not exceed the following limits:

Sperm—Males	5200
Sperm—Females	3100
Bryde's	1363

Paragraph 13 Amend to read as follows:

"The number of fin and minke whales taken in the North Atlantic Ocean in 1976 shall not exceed the following limits:

Fin Whales—Newfoundland waters	90
Fin Whales—Iceland waters	275
Minke Whales—East of Cape Farewell	2000
Minke Whales—West of Cape Farewell	550

Paragraph 14 delete provisionsParagraph 15 Amend as follows:

Line 1 Delete '1974/75' Insert '1975/76'

Line 2 Delete '1975' Insert '1976'

 Delete '8000' Insert '5870'

 Delete '5000' Insert '4870'

Line 3 Delete 'Areas I to VI' Insert 'Divisions 1 to 9'

Lines 6-9 inclusive Delete and insert the following:

	Male	Female
Divisions 3 & 4	1562	1368
Division 5	1080	756
Division 6	0	324
Division 7	495	396
Division 8	1512	972
Divisions 9, 1 & 2	2024	1992

Paragraph 17 Amend to read as follows:

(a) It is forbidden to use a factory ship or a land station for the purpose of treating any whales (whether or not taken by whale catchers under the jurisdiction of a Contracting Government) which are classified as Protection Stocks in paragraph 6 or are taken by whale catchers under the jurisdiction of a Contracting Government in contravention of paragraphs 2, 3, 9, 11, 12, 13 & 15 of this Schedule.

Paragraph 20 Amend last sentence to read

"No bonus or other remuneration shall be paid to the gunners or crews of whale catchers in respect of the taking of lactating whales".

Paragraph 22 Amend (b (4) to read

"If female, whether lactating".

CANADA

Atomic Energy: Application of Safeguards to Uranium from Canada

*Interim arrangement effected by exchange of notes
Dated at Ottawa March 18 and 25, 1976;
Entered into force March 25, 1976.*

The American Embassy to the Canadian Department of External Affairs

No. 59

The Embassy of the United States presents its compliments to the Department of External Affairs and has the honor to refer to discussions which have taken place over the past several months concerning arrangements under which Canadian origin natural uranium imported into the United States for enrichment and subsequent use by our utilities in the nuclear fuel cycle could be brought under mutually acceptable peaceful use guarantees.

The Embassy has the honor to propose that the following interim procedure be applied to such Canadian origin natural uranium as the Government of Canada has notified the Government of the United States in writing and which the Government of the United States has accepted in writing prior to the proposed shipment shall be subject to the terms of this procedure.

It is proposed further that this interim procedure shall remain in effect until such time as the Governments of the United States and Canada have established a mutually acceptable procedure by an agreement which shall take into account the safeguards regime to be established pursuant to an agreement between the Government of the United States and the International Atomic Energy Agency for the application of safeguards in the United States. The Government of Canada and the Government of the United States shall make their best efforts to establish such a procedure within six months of the entry into force of that safeguards regime.

The United States Government guarantees that such uranium and subsequent generations of fissile material derived therefrom shall not be used for the development, manufacture or detonation of any nuclear weapon or other nuclear explosive device.

Prior to entry into force of the aforementioned safeguards regime between the Government of the United States and the International Atomic Energy Agency, the Energy Research and Development Administration will be prepared to hold at its facilities material subject to this interim procedure for use in the fuel cycle of domestic power reactors and will inform the Atomic Energy Control Board when appropriate arrangements have been made with the affected United States utilities to permit it to implement this understanding. While such material is held at facilities of the Energy Research and Development Administration, arrangements of a mutually satisfactory nature will be made between the Atomic Energy Control Board of Canada and the Energy Research and Development Administration to assure compliance with the foregoing guarantee. During such period, the Energy Research and Development Administration will not transfer such material from its facilities without the prior written consent of the Atomic Energy Control Board of Canada.

Upon the entry into force of the aforementioned safeguards regime between the Government of the United States and the International Atomic Energy Agency, the Energy Research and Development Administration may permit material subject to this interim procedure to be held and used in facilities in the United States which are subject to the provisions of the agreement between the Government of the United States and the International Atomic Energy Agency for the application of safeguards in the United States, or in such other facilities as may be mutually agreed.

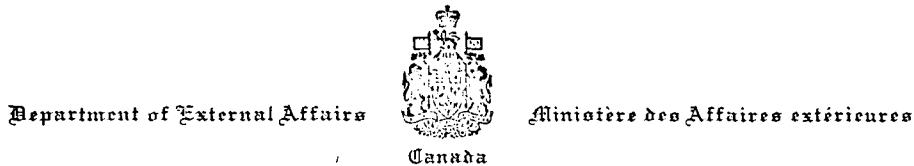
To facilitate implementation of this procedure, the Atomic Energy Control Board will advise the Energy Research Development Administration prior to the import into the United States of natural uranium subject to this interim procedure.

If the above proposal is agreeable to your government, this interim understanding shall enter into force upon receipt by the Embassy of written notification to that effect. The understanding shall remain in effect until (I) the Government of the United States and Canada have established the mutually acceptable procedure referred to in the third paragraph of this note or (II) for a period of two years, whichever occurs earlier, provided, however, that with respect to any natural uranium in the United States which has been delivered pursuant to this interim procedure, the understanding shall remain in effect until the mutually acceptable procedure is established.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
OTTAWA, March 18, 1976.

*The Canadian Department of External Affairs to the American
Embassy*



ECT No. 551

The Department of External Affairs presents its compliments to the Embassy of the United States and has the honour to refer to the Embassy's Note No. 59 of March 18, 1976 concerning arrangements under which Canadian origin natural uranium imported into the United States for enrichment and subsequent use by United States' utilities in the nuclear fuel cycle is to be brought under mutually acceptable peaceful use guarantees.

The Department confirms that the proposal contained in the Embassy's Note is acceptable to the Government of Canada as an interim understanding which shall enter into force upon receipt by the Embassy of this reply.

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

OTTAWA, March 25, 1976.

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THAILAND

Trade in Cotton, Wool and Man-Made Fiber Textiles and Textile Products

*Agreement effected by exchange of notes
Signed at Bangkok December 29, 1975;
Entered into force December 29, 1975;
Effective January 1, 1976.*

*The American Chargé d'Affaires ad interim to the Thai Minister for
Foreign Affairs*

DECEMBER 29, 1975

EXCELLENCY:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles done at Geneva on December 20, 1973,[¹] hereinafter referred to as the Arrangement. I also refer to recent discussions between Representatives of our two Governments concerning exports of cotton, wool and man-made fiber textiles and textile products from Thailand to the United States of America. As a result of these discussions and in conformity with Articles 2, 4 and 6 of the Arrangement, I wish to propose the following agreement relating to trade in cotton, wool and man-made fiber textiles and textile products between Thailand and the United States of America, to replace and supercede, effective January 1, 1976, the Cotton Textile Agreement of March 16, 1972, as amended on April 21, 1975 and on December 29, 1975.[²]

1. The term of this agreement shall be from January 1, 1976, through December 31, 1978. During such term, the Royal Thai Government shall limit annual exports of cotton, wool and man-made fiber textiles from Thailand to the United States of America to the aggregate, group and specific limits at the levels specified in and in accordance with, the following paragraphs.

2. (a) For the three year term of the agreement, the aggregate limit shall be 216,000,000 square yards equivalent.
(b) During the first agreement year, constituting the twelve-month period from January 1 through December 31, 1976, the aggregate limit shall be 72,000,000 square yards equivalent.

¹ TIAS 7840; 25 UST 1001.

² TIAS 7299, 8053, 8269; 23 UST 239; 26 UST 517; *ante*, 1616.

- (c) The division of the remaining 144,000,000 square yards equivalent between the second and third agreement years shall be mutually determined by representatives of the two Governments prior to October 15, 1976.
3. (a) Within the aggregate limit for the first agreement year, the following group limits shall apply:

	Square Yards Equivalent
Group I—Non-Apparel (Categories 1-38, 64, 101-110, 126-132, 200-213, and 241-243)	14,000,000
Group II—Apparel (Categories 39-63, 111-125, and 214-240)	58,000,000

- (b) In the second and third agreement years the limits for Groups I and II shall have the same proportional relationship to the aggregate as in the first agreement year.
4. Within the limit for Group II, the following specific limits shall apply for the first agreement year:

Category	Unit	Specific Limit	
		In Units	In Square Yards Equivalent
45/46/47	SYE	1,500,000	1,500,000
219	Doz	871,460	16,000,000
221	Doz	46,196	1,700,000
222	Doz	280,899	5,000,000
224	Lb	423,077	3,300,000
229	Doz	180,606	7,450,000

5. Within the annual aggregate limit, the limit for Group I may be exceeded in any agreement year by 15 percent and the limit for Group II may be exceeded by 7 percent. Within the applicable group limits as they may be adjusted under this provision, specific limits for categories in Group I (if established) may be exceeded by 10 percent and specific limits for categories in Group II may be exceeded by 7 percent.

6. Categories not given specific limits are subject to consultation levels and to the aggregate and applicable group limits. In the event the Royal Thai Government wishes to permit exports to the United States in any category in excess of the applicable consultation level during any agreement year, the Royal Thai Government shall request consultations with the Government of the United States on this question.

The Government of the United States will consider each request sympathetically and will deny such requests only when there are problems of market disruption in the category or product concerned. In denying a request, the Government of the United States will supply to the Royal Thai Government the data upon which the decision of the Government of the United States was based.

Except as otherwise designated in Annex A, the consultation level for each apparel category shall be 700,000 square yards equivalent for cotton and man-made fiber apparel; for each non-apparel

category other than wool categories, the consultation level shall be 1,000,000 square yards equivalent; and for all wool categories, the consultation level shall be 100,000 square yards equivalent per category.

7. In the second and third agreement years the specific limits for all categories, except categories 219 and 229, shall be increased by 7 percent over the applicable limits for the preceding year. For categories 219 and 229, the first year limits shall remain in effect at the same level for the second and third agreement year.

8. (a) In any agreement year, exports may exceed by a maximum of 11 percent the aggregate limit and any group or specific limit by allocating to the limits for that year an unused portion of the applicable limit for the previous agreement year (carryover) or a portion of the applicable limit for the succeeding agreement year (carry forward).

(i) Carryover may be utilized as available up to 11 percent of the receiving year's applicable limits, but for the first agreement year only shall be limited to 5 percent;

(ii) Carry forward may be utilized up to 6 percent of the receiving year's applicable limits and charged against the next year's applicable limits;

(iii) The combination of carryover and carry forward may not exceed 11 percent of the receiving year's applicable limits in any agreement year.

(b) For the purpose of this Agreement, a shortfall occurs when exports from Thailand to the United States during an agreement year are below the aggregate limits in this Agreement. In the agreement year following the shortfall, exports from Thailand may be permitted to exceed the aggregate, group, and specific limits in accordance with the provisions of subparagraphs (a) and (b) of this paragraph by carryover of shortfalls in the following manner:

(i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limit; and

(ii) In the case of shortfalls in the categories (or combination of categories) subject to specific limits, the shortfalls shall be used in the same category (or combination of categories) in which the shortfall occurred; and

(iii) In the case of shortfalls not attributable to categories (or combination of categories) subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred.

(c) The limits referred to in sub-paraphraphs (a) and (b) of this paragraph are without any adjustments under this paragraph or paragraph 5 above.

(d) The total adjustments under this paragraph shall be in addition to the adjustments permitted by paragraph 5 to the limits for any year.

9. The Royal Thai Government shall use its best efforts to space exports from Thailand to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

10. The two Governments recognize that the successful implementation of this agreement depends in large part upon mutual cooperation on statistical questions. The Government of the United States of America shall promptly supply the Royal Thai Government with data on monthly imports of cotton, wool and man-made fiber textile from Thailand. The Royal Thai Government shall promptly supply the Government of the United States of America with data on monthly exports of such textiles to the United States. Each Government agrees to supply promptly any other available relevant statistical data requested by the other Government.

11. (a) In implementing this agreement, the system of categories and the rates of conversion into square yards equivalent listed in the Annex B hereto shall apply.

(b) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products (being products which derive their chief characteristics from their textile components) of cotton, wool and man-made fibers, or blends thereof, in which any or all of those fibers in combination represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to this Agreement.

(c) For purposes of this Agreement, textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of either of these fibers. All other products described in subparagraph (b) of this paragraph shall be classified as:

(i) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component.

(ii) Wool textiles if not cotton, and the wool equals or exceeds 17 percent by weight of all component fibers.

(iii) Man-made fiber textiles if neither of the foregoing applies.

12. In conformity with Article 12, paragraph (3), of the Arrangement, and subject to the establishment of a mutually agreed upon list and certification system, Thai exports to the United States of America of handloom fabrics of the cottage industry, or hand made cottage industry products of such handloom fabrics, or traditional folklore handicraft textile products shall not be subject to the provisions of this agreement.

13. Subject to a mutually satisfactory certification system, commercial shipments of textiles and apparel from Thailand to the United States valued at less than \$250.00 shall not be charged to the limits of this agreement.

14. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this agreement, including differences in points of procedure and operation.

15. The Government of the United States of America and the Royal Thai Government agree to consult on any question arising in the implementation of this agreement, and unless otherwise mutually agreed, such consultations shall be held within 30 days of the request.

16. If the Royal Thai Government considers that as a result of limitations specified in the agreement that Thailand is being placed in an inequitable position vis-a-vis a third country, the Royal Thai Government may request consultations with the Government of the United States of America with the view to taking appropriate remedial action such as a reasonable modification of this agreement.

17. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of any textiles or apparel products covered by this agreement from Thailand to the United States.

18. Either Government may terminate this Agreement effective at the end of an agreement year by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of this agreement.

If this proposal is acceptable to the Royal Thai Government, this note and your note of confirmation of behalf of the Royal Thai Government shall constitute an agreement between the Government of the United States of America and the Royal Thai Government.

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

EDWARD E. MASTERS

His Excellency,
Major General CHATICHAI CHOONHAVAN
Minister for Foreign Affairs

ANNEX A

DESIGNATED ANNUAL CONSULTATION LEVELS PURSUANT
TO PARAGRAPH 6 OF THE AGREEMENT

<u>Category</u>	<u>Level</u>
9/10	2,500,000 square yards
18/19	2,500,000 square yards
22/23	2,000,000 square yards
26 (Duck)	1,500,000 square yards
26/27 (except Duck)	2,500,000 square yards
60	2,500,000 SYE
232	2,500,000 SYE
234	1,500,000 SYE
243	2,000,000 SYE

Note: SYE is an abbreviation for square yards equivalent.

ANNEX B

CATEGORIES OF COTTON TEXTILE PRODUCTS

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor to Syds.</u>
1	Cotton Yarn, carded, singles	Lb.	4.6
2	Cotton Yarn, carded, plied	Lb.	4.6
3	Cotton Yarn, combed, singles	Lb.	4.6
4	Cotton Yarn, combed, plied	Lb.	4.6
5	Gingham, carded	Syd.	Not required
6	Gingham, combed	Syd.	Not required
7	Velveteen	Syd.	Not required
8	Corduroy	Syd.	Not required
9	Sheeting, carded	Syd.	Not required
10	Sheeting, combed	Syd.	Not required
11	Lawns, carded	Syd.	Not required
12	Lawns, combed	Syd.	Not required
13	Voile, carded	Syd.	Not required
14	Voile, combed	Syd.	Not required
15	Poplin and Broadcloth, carded	Syd.	Not required
16	Poplin and Broadcloth, combed	Syd.	Not required
17	Typewriter ribbon cloth	Syd.	Not required
18	Print cloth, shirting type, 80x80 type carded	Syd.	Not required
19	Print cloth, shirting type, other than 80x80 type, carded	Syd.	Not required
20	Shirting, Jacquard or dobby, carded	Syd.	Not required
21	Shirting, Jacquard or dobby, combed	Syd.	Not required

<u>Category Number</u>	<u>Description</u>	<u>Unit</u>	<u>Conversion Factor to Syds.</u>
22	Twill and sateen, carded	Syd.	Not required
23	Twill and sateen, combed	Syd.	Not required
24	Woven fabric, n.e.s., yarn dyed, carded	Syd.	Not required
25	Woven fabric, n.e.s., yarn dyed, combed	Syd.	Not required
26	Woven fabric, n.e.s., other, carded	Syd.	Not required
27	Woven fabric, n.e.s., other, combed	Syd.	Not required
28	Pillowcases, not ornamented, carded	Nos.	1.084
29	Pillowcases, not ornamented, combed	Nos.	1.084
30	Towels, dish	Nos.	.348
31	Towels, other	Nos.	.348
32	Handkerchiefs, whether or not in the piece	Doz.	1.66
33	Table damask and manufactures	Lb.	3.17
34	Sheets, carded	Nos.	6.2
35	Sheets, combed	Nos.	6.2
36	Bedspreads and quilts	Nos.	6.9
37	Braided and woven elastic	Lb.	4.6
38	Fishing nets and fish netting	Lb.	4.6
39	Gloves and Mittens	Doz. prs.	3.527
40	Hose and Half Hose	Doz. prs.	4.6
41	T-shirts, all white, knit, men's & boys'	Doz.	7.234
42	T-shirts, other knit	Doz.	7.234
43	Shirts, knit, other than T-shirts and sweatshirts	Doz.	7.234
44	Sweaters and cardigans	Doz.	36.8
45	Shirts, dress, not knit, men's & boys'	Doz.	22.186
46	Shirts, sport, not knit, men's & boys'	Doz.	24.457
47	Shirts, work, not knit, men's & boys'	Doz.	22.186
48	Raincoats, $\frac{1}{4}$ length or longer, not knit	Doz.	50.0
49	Coats, other, not knit	Doz.	32.5
50	Trousers, slacks, and shorts (outer), not knit, men's and boys'	Doz.	17.797
51	Trousers, slacks and shorts (outer) not knit, women's, girls' and infants'	Doz.	17.797
52	Blouses, not knit	Doz.	14.53
53	Dresses (including uniforms) not knit	Doz.	45.3
54	Playsuits, sunsuits, washsuits, creepers, rompers, etc., not knit, n.e.s.	Doz.	25.0
55	Dressing gowns, including bathrobes and beachrobes, lounging gowns, house-coats, and dusters, not knit	Doz.	51.0
56	Undershirts, knit, men's and boys'	Doz.	9.2
57	Briefs and Undershorts, men's & boys'	Doz.	11.25
58	Drawers, shorts & briefs, knit, n.e.s.	Doz.	5.0
59	All other underwear, not knit	Doz.	16.0
60	Pajamas and other nightwear	Doz.	51.96
61	Brassieres and other body supporting garments	Doz.	4.75
62	Wearing apparel, knit, n.e.s.	Lb.	4.6
63	Wearing apparel, not knit, n.e.s.	Lb.	4.6
64	All other cotton textiles	Lb.	4.6

CATEGORIES OF WOOL, TEXTILE PRODUCTS

<u>Category Number</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Syd. Conversion</u>
101	Wool tops and wool advanced	Lb.	1.95
102	Yarns of Angora Rabbit Hair	Lb.	1.95
103	Other Yarns of Wool and hair	Lb.	1.95
104	Woven fabrics of wool, including blankets (carriage robes, lap robes, steamer rugs, etc.) over 3 yards in length	Syd.	1.00
105	Billiard cloth	Syd.	1.0
106	Blankets	Lb.	1.295
107	Carriage and auto robes, etc., n.e.s.	Lb.	1.295
108	Tapestries and upholstery fabrics	Syd.	1.0
109	Pile and tufted fabrics	Syd.	1.0
110	Knit fabrics in the piece	Lb.	1.95
111	Hosiery	Doz. Pr.	2.7814
112	Gloves and mittens	Doz. Pr.	2.093
113	Underwear, knit	Lb.	1.95
114	Other infants articles, knit not orna- mented	Lb.	1.95
115	Knit hats and similar items	Lb.	1.95
116	Knit wearing apparel, n.e.s., valued over \$5 per pound	Lb.	1.95
117	Knit wearing apparel, n.e.s., valued not over \$5 per pound	Lb.	1.95
118	Hats, caps, not blocked	Lb.	1.95
119	Hats, caps, blocked, finished	Lb.	1.95
120	Men's and boys' suits	No.	4.5
121	Men's and boys' outer coats	No.	4.5
122	Women's misses', and children's coats and suits	No.	4.75
123	Women's misses', children's separate skirts	No.	1.5
124	Trousers, slacks and shorts	No.	1.5
125	Articles of wearing apparel, n.e.s.	Lb.	2.0
126	Lace and net article including veiling	Lb.	1.95
128	Miscellaneous wool manufactures	Lb.	1.95
131	Braided floor coverings	Sft.	.11
132	Wool floor coverings, n.e.s.	Sft.	.11

CATEGORIES OF MAN-MADE FIBER TEXTILE PRODUCTS

<u>Category</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Syd. Conversion</u>
200	Textured yarns	Lb.	3.51
201	Yarn wholly of continuous filament, cellulosic	Lb.	5.19
202	Yarn wholly of continuous filament, other	Lb.	11.6
203	Yarn wholly of non-continuous filament, cellulosic	Lb.	3.4
204	Yarn wholly of non-continuous filament, other	Lb.	4.12

<u>Category</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Syd. Conversion</u>
·205	Yarns, other	Lb.	3.51
·206	Woven fabrics, cellulosic, wholly of continuous man-made fiber	Syd.	1.0
·207	Woven fabrics, cellulosic, wholly of non-continuous fibers	Syd.	1.0
·208	Woven fabrics, other, wholly of continuous man-made fiber	Syd.	1.0
·209	Woven fabrics, other, wholly of non-continuous fibers	Syd.	1.0
·210	Woven fabrics, other, of man-made fibers (including fabric containing more than 17% by weight of wool; glass fabrics and mixed yarn fabrics)	Syd.	1.0
·211	Knit fabrics	Lb.	7.8
·212	Pile and tufted fabrics	Syd.	1.0
·213	Specialty fabrics	Lb.	7.8
·214	Gloves and mittens, knit, whether or not ornamented	Doz. Pr.	3.53
·215	Hosiery	Doz. Pr.	4.6
·216	Dresses, knit	Doz.	45.3
·217	Pajamas and other nightwear, knit	Doz.	51.96
·218	T-shirts, knit	Doz.	7.24
·219	Shirts, other (including blouses), knit	Doz.	18.36
·220	Skirts, knit	Doz.	17.8
·221	Sweaters and cardigans, knit	Doz.	36.8
·222	Trousers, slacks and shorts, knit	Doz.	17.8
·223	Underwear, knit	Doz.	16.0
·224-pt	Suits, knit, men's and boys'	Lbs.	7.8
·224-pt	Coats, knit, men's and boys'	Lbs.	7.8
·224-pt	Other wearing apparel, knit, whether or not ornamented	Lb.	7.8
·225	Body supporting garments	Doz.	4.75
·226	Handkerchiefs	Doz.	1.66
·227	Mufflers, scarves and shawls, not knit	Lb.	7.8
·228	Blouses, not knit	Doz.	14.53
·229	Coats, not knit	Doz.	41.25
·230	Dresses, not knit	Doz.	45.3
·231	Dressing gowns, including bathrobes and beachrobes, not knit	Doz.	51.0
·232	Pajamas and other nightwear; not knit	Doz.	51.96
·233	Playsuits, sunsuits, washsuits, etc., not knit	Doz.	21.3
·234	Dress shirts, not knit	Doz.	22.19
·235	Shirts, other, not knit	Doz.	24.46
·236	Skirts, not knit	Doz.	17.8
·237	Suits, not knit	No.	4.5
·238	Trousers, slacks and shorts, not knit	Doz.	17.8
·239	Underwear, not knit	Doz.	16.0
·240	Other wearing apparel, not knit, whether or not ornamented	Lb.	7.8
·241	Floor coverings	Sft.	0.11
·242	Other furnishings	Lb.	7.8
·243	Man-Made fiber manufactures, n.e.s.	Lb.	7.8

The Thai Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS
SARANROM PALACE

No. 0501/54912

BANGKOK, 29 December B.E. 2518 (1975)

EXCELLENCY,

I have the honor to acknowledge the receipt of Your Excellency's Note of December 29, 1975, concerning exports of cotton, wool and man-made fiber textiles and textile products from Thailand to the United States of America which reads as follows:

"I have the honor to refer to the Arrangement Regarding International Trade in Textiles done at Geneva on December 20, 1973, hereinafter referred to as the Arrangement. I also refer to recent discussions between Representatives of our two Governments concerning exports of cotton, wool and man-made fiber textiles and textile products from Thailand to the United States of America. As a result of these discussions and in conformity with Articles 2, 4 and 6 of the Arrangement, I wish to propose the following agreement relating to trade in cotton, wool and man-made fiber textiles and textile products between Thailand and the United States of America, to replace and supersede, effective January 1, 1976, the Cotton Textile Agreement of March 16, 1972, as amended on April 21, 1975 and on December 29, 1975.

1. The term of this agreement shall be from January 1, 1976, through December 31, 1978. During such term, the Royal Thai Government shall limit annual exports of cotton, wool and man-made fiber textiles from Thailand to the United States of America to the aggregate, group and specific limits at the levels specified in, and in accordance with, the following paragraphs.
2. (a) For the three year term of the agreement, the aggregate limit shall be 216,000,000 square yards equivalent.
 (b) During the first agreement year, constituting the twelve-month period from January 1 through December 31, 1976, the aggregate limit shall be 72,000,000 square yards equivalent.
 (c) The division of the remaining 144,000,000 square yards equivalent between the second and third agreement years shall be mutually determined by representatives of the two Governments prior to October 15, 1976.
3. (a) Within the aggregate limit for the first agreement year, the following group limits shall apply:

	Square Yards <u>Equivalent</u>
Group I—Non-Apparel (Categories 1-38, 64, 101-110, 126-132, 14, 000, 000-200-213, and 241-243)	58,000,000
Group II—Apparel (Categories 39-63, 111-125, and 214-240)	58,000,000
(b) In the second and third agreement years the limits for	

Groups I and II shall have the same proportional relationship to the aggregate as in the first agreement year.

4. Within the limit for Group II, the following specific limits shall apply for the first agreement year:

<u>Category</u>	<u>Unit</u>	<u>In Units</u>	<u>Specific Limit</u>
			<u>In Square Yards</u>
45/46/47	SYE	1,500,000	1,500,000
219	Doz	871,460	16,000,000
221	Doz	46,196	1,700,000
222	Doz	280,899	5,000,000
224	Lb	423,077	3,300,000
229	Doz	180,606	7,450,000

5. Within the annual aggregate limit, the limit for Group I may be exceeded in any agreement year by 15 percent and the limit for Group II may be exceeded by 7 percent. Within the applicable group limits as they may be adjusted under this provision, specific limits for categories in Group I (if established) may be exceeded by 10 percent and specific limits for categories in Group II may be exceeded by 7 percent.

6. Categories not given specific limits are subject to consultation levels and to the aggregate and applicable group limits. In the event the Royal Thai Government wishes to permit exports to the United States in any category in excess of the applicable consultation level during any agreement year, the Royal Thai Government shall request consultations with the Government of the United States on this question.

The Government of the United States will consider each request sympathetically and will deny such requests only when there are problems of market disruption in the category or product concerned. In denying a request, the Government of the United States will supply to the Royal Thai Government the data upon which the decision of the Government of the United States was based.

Except as otherwise designated in Annex A, the consultation level for each apparel category shall be 700,000 square yards equivalent for cotton and man-made fiber apparel; for each non-apparel category other than wool categories, the consultation level shall be 1,000,000 square yards equivalent; and for all wool categories, the consultation level shall be 100,000 square yards equivalent per category.

7. In the second and third agreement years the specific limits for all categories, except categories 219 and 229, shall be increased by 7 percent over the applicable limits for the preceding year. For categories 219 and 229, the first year limits shall remain in effect at the same level for the second and third agreement year.

8. (a) In any agreement year, exports may exceed by a maximum of 11 percent the aggregate limit and any group or specific

limit by allocating to the limits for that year and unused portion of the applicable limit for the previous agreement year (carryover) or a portion of the applicable limit for the succeeding agreement year (carry forward).

- (i) Carryover may be utilized as available up to 11 percent of the receiving year's applicable limits, but for the first agreement year only shall be limited to 5 percent;
- (ii) Carry forward may be utilized up to 6 percent of the receiving year's applicable limits and charged against the next year's applicable limits;
- (iii) The combination of carryover and carry forward may not exceed 11 percent of the receiving year's applicable limits in any agreement year.

(b) For the purpose of this Agreement, a shortfall occurs when exports from Thailand to the United States during an agreement year are below the aggregate limits in this Agreement. In the agreement year following the shortfall, exports from Thailand may be permitted to exceed the aggregate, group, and specific limits in accordance with the provisions of subparagraphs (a) and (b) of this paragraph by carryover of shortfalls in the following manner:

- (i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limit; and
 - (ii) In the case of shortfalls in the categories (or combination of categories) subject to specific limits, the shortfalls shall be used in the same category (or combination of categories) in which the shortfall occurred; and
 - (iii) In the case of shortfalls not attributable to categories (or combination of categories) subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred.
- (c) The limits referred to in subparagraphs (a) and (b) of this paragraph are without any adjustments under this paragraph or paragraph 5 above.
- (d) The total adjustments under this paragraph shall be in addition to the adjustments permitted by paragraph 5 to the limits for any year.

9. The Royal Thai Government shall use its best efforts to space exports from Thailand to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

10. The two Governments recognize that the successful implementation of this agreement depends in large part upon mutual cooperation on statistical questions. The Government of the United States of America shall promptly supply the Royal Thai Government with data on monthly imports of cotton, wool and man-made

fiber textile from Thailand. The Royal Thai Government shall promptly supply the Government of the United States of America with data on monthly exports of such textiles to the United States. Each Government agrees to supply promptly any other available relevant statistical data requested by the other Government.

11. (a) In implementing this agreement, the system of categories and the rates of conversion into square yards equivalent listed in the Annex B hereto shall apply.

(b) Tops, yarns, piece goods, made-up articles, garments, and other textile manufactured products (being products which derive their chief characteristics from their textile components) of cotton, wool and man-made fibers, or blends thereof, in which any or all of those fibers in combination represent either the chief value of the fibers or 50 percent or more by weight (or 17 percent or more by weight of wool) of the product, are subject to this Agreement.

(c) For the purposes of this Agreement, textile products shall be classified as cotton, wool or man-made fiber textiles if wholly or in chief value of either of these fibers. All other products described in subparagraph (b) of this paragraph shall be classified as:

(i) Cotton textiles if containing 50 percent or more by weight of cotton, or if the cotton component exceeds by weight the wool and/or the man-made fiber component.

(ii) Wool textiles if not cotton, and the wool equals or exceeds 17 percent by weight of all component fibers.

(iii) Man-made fiber textiles if neither of the foregoing applies.

12. In conformity with Article 12, paragraph (3), of the Arrangement, and subject to the establishment of a mutually agreed upon list and certification system, Thai exports to the United States of America of handloom fabrics of the cottage industry, or hand-made cottage industry products of such handloom fabrics, or traditional folklore handicraft textile products shall not be subject to the provisions of this agreement.

13. Subject to a mutually satisfactory certification system, commercial shipments of textiles and apparel from Thailand to the United States valued at less than \$250.00 shall not be charged to the limits of this agreement.

14. Mutually satisfactory administrative arrangements or adjustments may be made to resolve minor problems arising in the implementation of this agreement, including differences in points of procedure and operation.

15. The Government of the United States of America and the Royal Thai Government agree to consult on any question arising in the implementation of this agreement, and unless otherwise mutually agreed, such consultations shall be held within 30 days of the request.

16. If the Royal Thai Government considers that as a result of limitations specified in the agreement that Thailand is being placed in an inequitable position vis-a-vis a third country, the Royal Thai Government may request consultations with the Government of the United States of America with the view to taking appropriate remedial action such as a reasonable modification of this agreement.

17. For the duration of this agreement, the Government of the United States of America shall not invoke the procedures of Article 3 of the Arrangement to request restraint on the export of any textiles or apparel products covered by this agreement from Thailand to the United States.

18. Either Government may terminate this Agreement effective at the end of an agreement year by written notice to the other Government to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of this agreement.

If this proposal is acceptable to the Royal Thai Government, this note and your note of confirmation on behalf of the Royal Thai Government shall constitute an agreement between the Government of the United States of America and the Royal Thai Government."

In reply, I have the honor to inform Your Excellency that the Government of the Kingdom of Thailand accepts the proposal set forth in the Note quoted above and that Your Excellency's Note and confirmation contained in this Note constitute an agreement on trade in textiles between the Government of the United States of America and the Royal Thai Government.¹

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

CHOONHAVAN

(Chatichai Choonhavan)
Minister of Foreign Affairs

His Excellency,
CHARLES WHITEHOUSE
*Ambassador Extraordinary and Plenipotentiary of
the United States of America,
Bangkok.*

¹ Annexes to the Thai note not printed. For text, see pp. 1899-1902.

MULTILATERAL Political Rights of Women

*Convention done at New York March 31, 1953;
Accession advised by the Senate of the United States of America
January 22, 1976;
Accession approved by the President of the United States of
America March 22, 1976;
Accession of the United States of America deposited with the
Secretary-General of the United Nations April 8, 1976;
Proclaimed by the President of the United States of America
May 18, 1976;
Entered into force with respect to the United States of America
July 7, 1976.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention on the Political Rights of Women was done at New York on March 31, 1953, a certified copy of which Convention, in the English, Chinese, French, Russian, and Spanish languages, is hereto annexed;

The Senate of the United States of America by its resolution of January 22, 1976, two-thirds of the Senators present concurring therein, gave its advice and consent to the accession of the United States of America to the Convention;

On March 22, 1976, the President of the United States of America approved accession to the Convention;

The United States of America deposited its instrument of accession on April 8, 1976, in accordance with the provisions of Article V of the Convention;

Pursuant to Article VI of the Convention, the Convention will enter into force for the United States of America on July 7, 1976;

NOW, THEREFORE, I, Gerald R. Ford, President of the United States of America, proclaim and make public the Convention, to the end that it shall be observed and fulfilled with good faith on and after July 7, 1976, 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 eighteenth day of May in the year of our Lord one thousand nine hundred seventy-six
[SEAL] and of the Independence of the United States of America the two hundredth.

GERALD R. FORD

By the President:

HENRY A. KISSINGER
Secretary of State

CONVENTION ON THE POLITICAL RIGHTS OF WOMEN

The Contracting Parties,

Desiring to implement the principle of equality of rights for men and women contained in the Charter of the United Nations, [1]

Recognizing that everyone has the right to take part in the government of his country, directly or indirectly through freely chosen representatives, and has the right to equal access to public service in his country, and desiring to equalize the status of men and women in the enjoyment and exercise of political rights, in accordance with the provisions of the Charter of the United Nations and of the Universal Declaration of Human Rights, [2]

Having resolved to conclude a Convention for this purpose,

Hereby agree as hereinafter provided:

ARTICLE I

Women shall be entitled to vote in all elections on equal terms with men, without any discrimination.

ARTICLE II

Women shall be eligible for election to all publicly elected bodies, established by national law, on equal terms with men, without any discrimination.

ARTICLE III

Women shall be entitled to hold public office and to exercise all public functions, established by national law, on equal terms with men, without any discrimination.

ARTICLE IV

1. This Convention shall be open for signature on behalf of any Member of the United Nations and also on behalf of any other State to which an invitation has been addressed by the General Assembly.

2. This Convention shall be ratified and the instruments of ratification shall be deposited with the Secretary-General of the United Nations.

ARTICLE V

1. This Convention shall be open for accession to all States referred to in paragraph 1 of article IV.

2. Accession shall be effected by the deposit of an instrument of accession with the Secretary-General of the United Nations.

ARTICLE VI

1. This Convention shall come into force on the ninetieth day following the date of deposit of the sixth instrument of ratification or accession.

2. For each State ratifying or acceding to the Convention after the deposit of the sixth instrument of ratification or accession the Convention shall enter into force on the ninetieth day after deposit by such State of its instrument of ratification or accession.

ARTICLE VII

In the event that any State submits a reservation to any of the articles of this Convention at the time of signature, ratification or accession, the Secretary-General shall communicate the text of the reservation to all States which are or may become parties to this Convention. Any State which objects to the reservation may, within a period of ninety days from the date of the said communication (or upon the date of its becoming a party to the Convention), notify the Secretary-General that it does not accept it. In such case, the Convention shall not enter into force as between such State and the State making the reservation.

¹ TS 993; 59 Stat. 1031.

² Department of State Bulletin, Dec. 19, 1948, p. 752. [Footnotes added by the Department of State.]

ARTICLE VIII

1. Any State may denounce this Convention by written notification to the Secretary-General of the United Nations. Denunciation shall take effect one year after the date of receipt of the notification by the Secretary-General.

2. This Convention shall cease to be in force as from the date when the denunciation which reduces the number of parties to less than six becomes effective.

ARTICLE IX

Any dispute which may arise between any two or more Contracting States concerning the interpretation or application of this Convention which is not settled by negotiation, shall at the request of any one of the parties to the dispute be referred to the International Court of Justice for decision, unless they agree to another mode of settlement.

ARTICLE X

The Secretary-General of the United Nations shall notify all Members of the United Nations and the non-member States contemplated in paragraph 1 of article IV of this Convention of the following:

(a) Signatures and instruments of ratifications received in accordance with article IV;

(b) Instruments of accession received in accordance with article V;

(c) The date upon which this Convention enters into force in accordance with article VI;

(d) Communications and notifications received in accordance with article VII;

(e) Notifications of denunciation received in accordance with paragraph 1 of article VIII;

(f) Abrogation in accordance with paragraph 2 of article VIII.

ARTICLE XI

1. This Convention, of which the Chinese, English, French, Russian and Spanish texts shall be equally authentic, shall be deposited in the archives of the United Nations.

2. The Secretary-General of the United Nations shall transmit a certified copy to all Members of the United Nations and to the non-member States contemplated in paragraph 1 of article IV.

IN FAITH WHEREOF the undersigned, being duly authorized thereto by their respective Governments, have signed the present Convention, opened for signature at New York, on the thirty-first day of March, one thousand nine hundred and fifty-three.

CONVENTION SUR LES DROITS POLITIQUES DE LA FEMME

Les Parties contractantes,

Souhaitant mettre en œuvre le principe de l'égalité de droits des hommes et des femmes contenu dans la Charte des Nations Unies,

Reconnaissant que toute personne a le droit de prendre part à la direction des affaires publiques de son pays, soit directement, soit par l'intermédiaire de représentants librement choisis, et d'accéder, dans des conditions d'égalité, aux fonctions publiques de son pays, et désirant accorder aux hommes et aux femmes l'égalité dans la jouissance et l'exercice des droits politiques, conformément à la Charte des Nations Unies et aux dispositions de la Déclaration universelle des droits de l'homme,

Ayant décidé de conclure une convention à cette fin,

Sont convenues des dispositions suivantes:

ARTICLE PREMIER

Les femmes auront, dans des conditions d'égalité avec les hommes, le droit de vote dans toutes les élections, sans aucune discrimination.

ARTICLE II

Les femmes seront, dans des conditions d'égalité avec les hommes, éligibles à tous les organismes publiquement élus, constitués en vertu de la législation nationale, sans aucune discrimination.

ARTICLE III

Les femmes auront, dans des conditions d'égalité, le même droit que les hommes d'occuper tous les postes publics et d'exercer toutes les fonctions publiques établis en vertu de la législation nationale, sans aucune discrimination.

ARTICLE IV

1. La présente Convention sera ouverte à la signature de tous les Etats Membres de l'Organisation des Nations Unies et de tout autre Etat auquel l'Assemblée générale aura adressé une invitation à cet effet.

2. Elle sera ratifiée et les instruments de ratification seront déposés auprès du Secrétaire général de l'Organisation des Nations Unies.

ARTICLE V

1. La présente Convention sera ouverte à l'adhésion de tous les Etats visés au paragraphe premier de l'article IV.

2. L'adhésion se fera par le dépôt d'un instrument d'adhésion auprès du Secrétaire général de l'Organisation des Nations Unies.

ARTICLE VI

1. La présente Convention entrera en vigueur le quatre-vingt-dixième jour qui suivra la date du dépôt du sixième instrument de ratification ou d'adhésion.

2. Pour chacun des Etats qui la ratifieront ou y adhéreront après le dépôt du sixième instrument de ratification ou d'adhésion, la présente Convention entrera en vigueur le quatre-vingt-dixième jour qui suivra le dépôt par cet Etat de son instrument de ratification ou d'adhésion.

ARTICLE VII

Si, au moment de la signature, de la ratification ou de l'adhésion, un Etat formule une réserve à l'un des articles de la présente Convention, le Secrétaire général communiquera le texte de la réserve à tous les Etats qui sont ou qui peuvent devenir parties à

cette Convention. Tout Etat qui n'accepte pas ladite réserve peut, dans le délai de quarante-dix jours à partir de la date de cette communication (ou à la date à laquelle il devient partie à la Convention), notifier au Secrétaire général qu'il n'accepte pas la réserve. Dans ce cas, la Convention n'entrera pas en vigueur entre ledit Etat et l'Etat qui formule la réserve.

ARTICLE VIII

1. Tout Etat contractant peut dénoncer la présente Convention par une notification écrite adressée au Secrétaire général de l'Organisation des Nations Unies. La dénonciation prendra effet un an après la date à laquelle le Secrétaire général en aura reçu notification.

2. La présente Convention cessera d'être en vigueur à partir de la date à laquelle aura pris effet la dénonciation qui rauènera à moins de six le nombre des Parties.

ARTICLE IX

Tout différend entre deux ou plusieurs Etats contractants touchant l'interprétation ou l'application de la présente Convention qui n'aura pas été réglé par voie de négociations sera porté, à la requête de l'une des Parties au différend, devant la Cour internationale de Justice pour qu'elle statue à son sujet, à moins que les Parties intéressées ne conviennent d'un autre mode de règlement.

ARTICLE X

Seront notifiés par le Secrétaire général de l'Organisation des Nations Unies à tous les

Etats Membres et aux Etats non membres visés au paragraphe premier de l'article IV de la présente Convention:

- a) Les signatures apposées et les instruments de ratification reçus conformément à l'article IV,
- b) Les instruments d'adhésion reçus conformément à l'article V,
- c) La date à laquelle la présente Convention entrera en vigueur conformément à l'article VI,
- d) Les communications et notifications reçues conformément à l'article VII,
- e) Les notifications de dénonciation reçues conformément aux dispositions du paragraphe premier de l'article VIII,
- f) L'extinction résultant de l'application du paragraphe 2 de l'article VIII.

ARTICLE XI

1. La présente Convention, dont les textes anglais, chinois, espagnol, français et russe feront également foi, sera déposée aux archives de l'Organisation des Nations Unies.

2. Le Secrétaire général de l'Organisation des Nations Unies en fera parvenir une copie certifiée conforme à tous les Etats Membres et aux Etats non membres visés au paragraphe premier de l'article IV.

EN FOI DE QUOI les soussignés, dûment autorisés par leurs Gouvernements respectifs, ont signé la présente Convention, qui a été ouverte à la signature à New-York, le trente et un mars mil neuf cent cinquante-trois.

婦女參政權公約

締約國，
切望實行聯合國憲章所載男女權利平等之原則，
承認人人有權直接或經其自由選擇之代表參加其本國政府，並有以平等機會在其本國服公職之權，並切願依聯合國憲章及世界人權宣言之規定使男女皆能居於平等地位以享有並行使政權，
經決定為此目的結一項公約，

茲議定條款如下：

第一條

婦女有權參加一切選舉，其條件應與男子平等，不得有任何歧視。

第二條

婦女有資格當選任職於依國家法律設立而由公開選舉產生之一切機關，其條件應與男子平等，不得有任何歧視。

第三條

婦女有權擔任依國家法律而設置之公職及執行國家法律所規定之一切公務，其條件應與男子平等，不得有任何歧視。

第四條

一、本公約應聽由聯合國任何會員國及經大會邀請之任何其他國家簽署之。

二、本公約應予批准，批准書應送聯合國祕書長存放。

第五條

一、本公約應聽由第四條第一項所稱之所有國家加入。

二、加入應以加入書送聯合國祕書長存放為之。

第六條

一、本公約應俟第六份批准書或加入書交存之日起第九十日發生效力。

二、本公約對於在第六份批准書或加入書交存後始行批准或加入之國家，應於該國之批准書或加入書交存之日起第九十日發生效力。

第七條

倘任何國家於簽署、批准或加入時對本公約任何條款提出保留，祕書長應將保留全文通知所有業為本公約締約國或此後成為本公約締約國之國家。任何國家對於此項保留如有異議，得於祕書長發出該項通知後之九十日內（或於該國成為本公約締約國時）向祕書長聲明不予接受。遇此情形，本公約在該國與提出保留之國家間不生效力。

第八條

一、任何締約國得以書面通知聯合國祕書長聲明退出本公約。退約應於祕書長接到通知之日起一年後發生效力。

二、倘因退約關係致本公約締約國之數目不足六國時，本公約應於最後退約國之退約生效日起失效。

第九條

兩締約國或兩國以上之締約國對於本公約之解釋或適用發生爭端而未能以談判方式解決時，除爭端當事國協議以其他方式解決外，經爭端當事國任何一造之請求應將爭端交由國際法院裁決。

第十條

聯合國祕書長應將下列事項通知聯合國所有會員國及本公約第四條第一項所指之非會員國：

（甲）依照第四條規定之簽署及依該條規定所收到之批准書；

(乙)依照第五條規定所收到之加入書；
(丙)依照第六條規定本公約開始生效之日期；
(丁)依照第七條規定所收到之通知書及聲明；
(戊)依照第八條第一項規定所收到之退約通知書；
(己)依照第八條第二項規定本公約之廢止。

第十一條

一. 本公約應交存聯合國檔案庫，其中、英、法、俄、西文各本同一作準。

二. 聯合國秘書長應將正式副本分送聯合國所有會員國及第四條第一項所指之非會員國。

為此，下列各代表秉其本國政府正式授予之權，謹簽字於自一九五三年三月三十一日起得由各國在紐約簽署之本公約，以昭信守。

КОНВЕНЦИЯ О ПОЛИТИЧЕСКИХ ПРАВАХ ЖЕНЩИН

Договаривающиеся стороны,
 желаю осуществлять принцип равноправия
 мужчин и женщин, указанный в Уставе Орга-
 низации Объединенных Наций,
 признала, что каждый человек имеет право
 принимать участие в управлении своей страной
 непосредственно или через посредство свободы
 избрания представителей и право равного
 доступа к государственной службе в своей стра-
 не, а также желая уразнить, в соответствии с
 постановлениями Устава Организации Объединенных
 Наций и Всеобщей декларации прав
 человека, положение мужчин и женщин в отно-
 шении обладания и пользования политиче-
 скими правами,
 решив заключить конвенцию для этой цели,
 настоящим согласились о нижеследующем:

СТАТЬЯ I

Женщинам принадлежит право голосовать
 на всех выборах, на равных с мужчинами усло-
 виях, без какой-либо дискриминации.

СТАТЬЯ II

Женщины могут быть избраны, на равных
 с мужчинами условиях, без какой-либо дискри-
 минации, во все установленные национальным
 законом учреждения, требующие публичных
 выборов.

СТАТЬЯ III

Женщинам принадлежит, на равных с мужчинами
 условиях, право занимать должности на
 общественно-государственной службе и выпол-
 нять все общественно-государственные функции,
 установленные национальным законом.

СТАТЬЯ IV

1. Настоящая Конвенция открыта для под-
 писания любыми членами Организации Объединенных
 Наций, а также любыми другими
 государствами, получившими приглашение от
 Генеральной Ассамблеи.

2. Настоящая Конвенция подлежит ратифи-
 кации, и ратификационные грамоты сдаются на
 хранение Генеральному Секретарю Организации
 Объединенных Наций.

СТАТЬЯ V

1. Настоящая Конвенция открыта для присоединения для всех государств, указанных в
 пункте 1 статьи IV.

2. Присоединение совершается сдачей де-
 кларации о присоединении на хранение Гене-
 ральному Секретарю Организации Объединен-
 ных Наций.

СТАТЬЯ VI

1. Настоящая Конвенция вступает в силу
 на девяностый день, считая со дня сдачи на
 хранение шестой ратификационной грамоты
 или декларации о присоединении.

2. Для каждого государства, которое рати-
 фицирует эту Конвенцию или присоединится
 к ней после сдачи на хранение шестой рати-
 фикационной грамоты или декларации о при-
 соединении, Конвенция вступает в силу на де-
 вяностый день после сдачи таким государством
 на хранение своей ратификационной грамоты
 или декларации о присоединении.

СТАТЬЯ VII

В случае представления каким-либо государ-
 ством оговорки к какой-либо статье настоя-
 щей Конвенции при подписании, ратификации или
 присоединении, Генеральный Секретарь
 сообщает текст этой оговорки всем государ-
 ствам, которые являются или могут стать участ-
 никами этой Конвенции. Любое государство,
 которое возражает против этой оговорки, может
 в течение девяностодневного срока, считая от
 даты указанного сообщения (или со дня, когда
 оно стало участником Конвенции), уведомить
 Генерального Секретаря, что оно ее не призна-
 ет. В таком случае Конвенция не вступает
 в силу между таким государством и государ-
 ством, сделавшим оговорку.

СТАТЬЯ VIII

1. Любое государство может денонсировать
 настоящую Конвенцию, письменно уведомив о
 том Генерального Секретаря Организации Объ-
 единенных Наций. Денонсация вступает в силу

через год со дня получения этого уведомления Генеральным Секретарем.

2. Действие настоящей Конвенции прекращается со дня вступления в силу денонсации, после которой число сторон в Конвенции оказывается менее шести.

СТАТЬЯ IX

Любой спор, возникший между любыми двумя или несколькими договаривающимися государствами по поводу толкования или применения настоящей Конвенции, который не разрешен в порядке переговоров, передается, по требование любой из сторон в этом споре, если они не договорятся о другом порядке его урегулирования, на решение Международного Суда.

СТАТЬЯ X

Генеральный Секретарь Организации Объединенных Наций уведомляет всех членов Организации Объединенных Наций и те не состоящие членами Организации государства, которые упомянуты в пункте 1 статьи IV настоящей Конвенции:

- а) о подиписях и ратификационных грамотах, полученных в соответствии со статьей IV;
- б) о декларациях о присоединении, полученных в соответствии со статьей V;

с) о дате вступления настоящей Конвенции в силу в соответствии со статьей VI;

д) о сообщениях и уведомлениях, полученных в соответствии со статьей VII;

е) об уведомлениях о денонсации, полученных в соответствии с пунктом 1 статьи VIII;

ф) о прекращении действия Конвенции в соответствии с пунктом 2 статьи VIII.

СТАТЬЯ XI

1. Настоящая Конвенция, английский, испанский, китайский, русский и французский тексты которой являются равно аутентичными, хранится в архиве Организации Объединенных Наций.

2. Генеральный Секретарь Организации Объединенных Наций препровождает заверенные копии всем членам Организации Объединенных Наций и тем не состоящим членами Организации государствам, которые упомянуты в пункте 1 статьи IV.

В УДОСТОВЕРЕНИЕ ЧЕГО подписаны, должным образом уполномоченные соответствующими правительствами, подписали настоящую Конвенцию, открытую для подписания в Нью-Йорке, тридцать первого марта тысяча девятьсот пятьдесят третьего года.

CONVENCION SOBRE LOS DERECHOS POLITICOS DE LA MUJER***Las Partes Contratantes,***

Deseando poner en practica el principio de la igualdad de derechos de hombres y mujeres, enunciado en la Carta de las Naciones Unidas,

Reconociendo que toda persona tiene derecho a participar en el gobierno de su país, directamente o por conducto de representantes libremente escogidos, y a iguales oportunidades de ingreso en el servicio público de su país; y deseando igualar la condición del hombre y de la mujer en el disfrute y ejercicio de los derechos políticos, conforme a las disposiciones de la Carta de las Naciones Unidas y de la Declaración Universal de Derechos Humanos,

Habiendo resuelto concertar una convención con tal objeto,

Convienen por la presente en las disposiciones siguientes:

ARTÍCULO I

Las mujeres tendrán derecho a votar en todas las elecciones en igualdad de condiciones con los hombres, sin discriminación alguna.

ARTÍCULO II

Las mujeres serán elegibles para todos los organismos públicos electivos establecidos por la legislación nacional, en condiciones de igualdad con los hombres, sin discriminación alguna.

ARTÍCULO III

Las mujeres tendrán derecho a ocupar cargos públicos y a ejercer todas las funciones públicas establecidas por la legislación nacional, en igualdad de condiciones con los hombres, sin discriminación alguna.

ARTÍCULO IV

1. La presente Convención quedará abierta a la firma de todos los Estados Miembros de las Naciones Unidas, y de cualquier otro Estado al cual la Asamblea General haya dirigido una invitación al efecto.

2. La presente Convención será ratificada y los instrumentos de ratificación serán depositados en la Secretaría General de las Naciones Unidas.

ARTÍCULO V

1. La presente Convención quedará abierta a la adhesión de todos los Estados a que se refiere el párrafo 1 del Artículo IV

2. La adhesión se efectuará mediante el depósito de un instrumento de adhesión en la Secretaría General de las Naciones Unidas.

ARTÍCULO VI

1. La presente Convención entrará en vigor noventa días después de la fecha en que se haya depositado el sexto instrumento de ratificación o de adhesión.

2. Respecto de cada uno de los Estados que ratifiquen la Convención o que se adhieran a ella después del depósito del sexto instrumento de ratificación o de adhesión, la Convención entrará en vigor noventa días después de la fecha del depósito del respectivo instrumento de ratificación o de adhesión.

ARTÍCULO VII

En el caso de que un Estado formule una reserva a cualquiera de los artículos de la presente Convención en el momento de la firma, la ratificación o la adhesión, el Secretario General comunicará el texto de la reserva a todos los Estados que sean partes en

la presente Convención o que puedan llegar a serlo. Cualquier Estado que oponga objeciones a la reserva podrá, dentro de un plazo de noventa días contado a partir de la fecha de dicha comunicación (o en la fecha en que llegue a ser parte en la presente Convención) poner en conocimiento del Secretario General que no acepta la reserva. En tal caso, la Convención no entrará en vigor entre tal Estado y el Estado que haya formulado la reserva.

ARTÍCULO VIII

1. Todo Estado podrá denunciar la presente Convención mediante notificación por escrito dirigida al Secretario General de las Naciones Unidas. La denuncia surtirá efecto un año después de la fecha en que el Secretario General haya recibido la notificación.

2. La vigencia de la presente Convención cesará a partir de la fecha en que se haga efectiva la denuncia que reduzca a menos de seis el número de los Estados Partes.

ARTÍCULO IX

Toda controversia entre dos o más Estados Contratantes, respecto a la interpretación o a la aplicación de la presente Convención, que no sea resuelta por negociaciones, será sometida a la decisión de la Corte Internacional de Justicia a petición de cualquiera de las partes en la controversia, a menos que los Estados Contratantes convengan en otro modo de solucionarla.

ARTÍCULO X

El Secretario General de las Naciones Unidas notificará a todos los Estados Miembros

de las Naciones Unidas y a los Estados no miembros a que se refiere el párrafo 1 del artículo IV de la presente Convención:

- a) Las firmas y los instrumentos de ratificación recibidos en virtud del artículo IV;
- b) Los instrumentos de adhesión recibidos en virtud del artículo V;
- c) La fecha en que entre en vigor la presente Convención en virtud del artículo VI;
- d) Las comunicaciones y notificaciones recibidas en virtud del artículo VII;
- e) Las notificaciones de denuncia recibidas en virtud del párrafo 1 del artículo VIII;
- f) La abrogación resultante de lo previsto en el párrafo 2 del artículo VIII.

ARTÍCULO XI

1. La presente Convención, cuyos textos chino, español, francés, inglés y ruso serán igualmente auténticos, quedará depositada en los archivos de las Naciones Unidas.

2. El Secretario General de las Naciones Unidas enviará copias certificadas de la presente Convención a todos los Estados Miembros de las Naciones Unidas y a los Estados no miembros a que se refiere el párrafo 1 del artículo IV.

EN FE DE LO CUAL, los infrascritos, debidamente autorizados para ello por sus respectivos Gobiernos, han firmado la presente Convención, la cual ha sido abierta a la firma en Nueva York, el treinta y uno de marzo de mil novecientos cincuenta y tres.

FOR AFGHANISTAN:

POUR L'AFGHANISTAN:

阿富汗:

За Афганистан:

POR EL AFGANISTÁN:

FOR ARGENTINA:

POUR L'ARGENTINE:

Con reservas al artículo IX¹

阿根廷:

Rodolfo Muñoz

За Аргентину:

POR LA ARGENTINA:

FOR AUSTRALIA:

POUR L'AUSTRALIE:

澳大利亚:

За Австралию:

POR AUSTRALIA:

Translation by the Secretariat of the United Nations:

¹With reservations with respect to article IX.

Traduction du Secrétariat des Nations Unies:

¹Avec des réserves à l'article IX.

FOR THE KINGDOM OF BELGIUM:

POUR LE ROYAUME DE BELGIQUE:

比利時王國:

За Королевство Бельгии:

POR EL REINO DE BÉLGICA:

FOR BOLIVIA:

POUR LA BOLIVIE:

玻利維亞:

За Болівію:

POR BOLÍVIA:

Carmen S. B DE LOZADA

9 de abril de 1953

FOR BRAZIL:

POUR LE BRÉSIL:

巴西:

За Бразиллю:

POR EL BRASIL:

FOR THE UNION OF BURMA:

POUR L'UNION BIRMANE:

緬甸聯邦：

За Бирманский Союз:

POR LA UNIÓN BIRMANA:

FOR THE BYELORUSSIAN SOVIET SOCIALIST REPUBLIC:

POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE DE BIÉLORUSSIE:

白俄羅斯蘇維埃社會主義共和國：

За Белорусскую Советскую Социалистическую Республику:

POR LA REPÚBLICA SOCIALISTA SOVIÉTICA DE BIELORRUSIA:

С оговорками* по статьям VII и IX, изложенным в специальном протоколе, составленном при подписании настоящей Конвенции.

К. В. Киселев¹

* *По статье VII:* Правительство Белорусской Советской Социалистической Республики заявляет о своем несогласии с последней фразой статьи VII и считает, что юридическое последствием оговорки является то, что Конвенция действует между государством, сделавшим оговорку, и всеми другими участниками Конвенции за исключением лишь той ее части, к которой относится оговорка.

По статье IX: Правительство Белорусской Советской Социалистической Республики считает для себя необязательными положения статьи IX, предусматривающей, что споры между договаривающимися сторонами по поводу толкования или применения настоящей Конвенции передаются на решение Международного Суда по требование любой из сторон в споре, и заявляет, что для передачи того или иного спора на рассмотрение Международного Суда необходимо в каждом отдельном случае согласие всех спорящих сторон.

Translation by the Secretariat of the United Nations:

¹ With reservations* to articles VII and IX made in a special protocol drawn up on the occasion of the signing of the present Convention.

K. V. KISSELYOV

* Those reservations are worded as follows:

"As regards article VII: The Government of the Byelorussian Soviet Socialist Republic declares its disagreement with the last sentence of article VII and considers that the juridical effect of a reservation is to make the Convention operative as between the State making the reservation and all other States parties to the Convention, with the exception only of that part thereof to which the reservation relates.

"As regards article IX: The Government of the Byelorussian Soviet Socialist Republic does not consider itself bound by the provisions of article IX which provides that disputes between Contracting Parties concerning the interpretation or application of this Convention shall at the request of any one of the parties to the dispute be referred to the International Court of Justice for decision, and declares that for any dispute to be referred to the International Court of Justice for decision the agreement of all the parties to the dispute shall be necessary in each individual case."

Traduction du Secrétariat des Nations Unies:

¹ Avec les réserves* au sujet des articles VII et IX qui figurent dans le protocole établi lors de la signature de la présente Convention.

K. V. KISSELYOV

* Ces réserves sont conçues comme suit:

"En ce qui concerne l'article VII: Le Gouvernement de la République socialiste soviétique de Biélorussie déclare son désaccord avec la dernière phrase de l'article VII et considère que les conséquences juridiques d'une réserve font que la Convention est en vigueur entre l'Etat qui a formulé cette réserve et tous les autres Etats parties à la Convention, exception faite uniquement de la partie de celle-ci à laquelle se rapporte la réserve.

"En ce qui concerne l'article IX: Le Gouvernement de la République socialiste soviétique de Biélorussie ne se considère pas lié par les stipulations de l'article IX, en vertu duquel les différends entre les Parties contractantes au sujet de l'interprétation ou de l'application de la présente Convention sont, à la demande de l'une quelconque des parties au différend, soumis à la Cour internationale de Justice pour qu'elle statue à leur sujet, et déclare que la soumission d'un différend à la Cour internationale de Justice pour qu'elle statue à son sujet nécessite, dans chaque cas, l'accord de toutes les parties au différend."

FOR CANADA:

POUR LE CANADA:

加拿大:

За Канаду:

POR EL CANADÁ:

FOR CHILE:

POUR LE CHILI:

Rudecindo ORTEGA

智利:

Gabriela MISTRAL

За Чили:

POR CHILE:

FOR CHINA:

POUR LA CHINE:

中國:

За Китай:

POR LA CHINA:

FOR COLOMBIA:

POUR LA COLOMBIE:

哥倫比亞:

За Колумбию:

POR COLOMBIA:

FOR COSTA RICA:

POUR LE COSTA-RICA:

哥斯大黎加:

TATTENBACH

За Коста-Рику:

POR COSTA RICA:

FOR CUBA:

POUR CUBA:

古巴:

Dr. Emilio NÚÑEZ PORTUONDO

За Кубу:

POR CUBA:

FOR CZECHOSLOVAKIA:**POUR LA TCHÉCOSLOVAQUIE:**

捷克斯洛伐克:

За Чехословакию:

POR CHECOESLOVAQUIA:Sous les réserves* aux articles VII et IX
consignées au procès-verbal de signature¹

J. NOSEK

FOR DENMARK:**POUR LE DANEMARK:**

丹麥:

За Даннию:

POR DINAMARCA:**FOR THE DOMINICAN REPUBLIC:****POUR LA RÉPUBLIQUE DOMINICAINE:**

多明尼加共和国:

За Доминиканскую Республику:

POR LA REPÚBLICA DOMINICANA:

Joaquín E. SALAZAR

Minerva BERNARDINO

*Translation by the Secretariat of the United Nations:*¹Subject to the reservations* with regard to articles VII and IX set forth in the protocol of signature.

* Those reservations are worded as follows:

"The Government of the Czechoslovak Republic declares its disagreement with the last sentence of article VII and considers that the juridical effect of this reservation is to make the Convention operative as between the State making the reservation and all the other signatories of the Convention, with the exception only of that part of the paragraph to which this reservation relates.

"The Government of the Czechoslovak Republic does not consider itself bound by the provisions of article IX, which provides that disputes between Contracting Parties concerning the interpretation or of the application of this Convention shall at the request of any one of the parties to the dispute, be referred to the International Court of Justice for decision, and declares that for any dispute to be referred to the International Court of Justice for decision the agreement of all the parties to the dispute shall be necessary in each individual case."

* Ces réserves sont conçues comme suit:

"Le Gouvernement de la République Tchécoslovaque déclare son désaccord avec la dernière phrase de l'article VII et considère que les conséquences juridiques de cette réserve font que la Convention est en vigueur entre l'Etat qui a formulé cette réserve et tous les autres signataires de la Convention, exception faite uniquement de la partie du paragraphe à laquelle se rapporte la réserve.

"Le Gouvernement de la République Tchécoslovaque ne se considère pas lié par les stipulations de l'article IX, en vertu duquel les différends entre les Parties contractantes au sujet de l'interprétation ou de l'application de la présente Convention sont soumis à la décision de la Cour internationale de justice, sauf si l'une des deux parties au différend et déclare que la soumission d'un différend à la décision de la Cour internationale de Justice nécessite, à chaque fois, l'accord de toutes les parties au différend."

FOR ECUADOR:

POUR L'ÉQUATEUR:

厄瓜多:

За Эквадор:

POR EL ECUADOR:

El Gobierno del Ecuador suscribe la presente Convención con la reserva de la parte final del Artículo Primer, "sin distinción alguna", por cuanto la Constitución Política de la República en su artículo veintidós establece que "el voto para las elecciones populares es obligatorio para el varón y facultativo para la mujer".¹

José V. TRUJILLO

FOR EGYPT:

POUR L'ÉGYPTE:

埃及:

За Египет:

POR EGIPTO:

FOR EL SALVADOR:

POUR LE SALVADOR:

薩爾瓦多:

За Сальвадор:

POR EL SALVADOR:

Translation by the Secretariat of the United Nations:

¹"The Government of Ecuador signs this Convention subject to a reservation with respect to the last phrase in article I, "without any discrimination", since article 22 of the Political Constitution of the Republic specifies that "a vote in popular elections is obligatory for a man and optional for a woman."

Traduction du Secrétariat des Nations Unies:

¹"Le Gouvernement équatorien a signé la présente Convention, avec une réserve concernant les derniers mots de l'article premier, c'est-à-dire les mots "sans aucune discrimination"; en effet, la Constitution politique de la République, en son article 22, stipule que "le vote aux élections populaires est obligatoire pour l'homme et facultatif pour la femme".

FOR ETHIOPIA:

POUR L'ETHIOPIE:

阿比西尼亞:

За Эфиопию:

POR ETIOPÍA:

Ato Zawde Gabre HEYWOT

FOR FRANCE:

POUR LA FRANCE:

法蘭西:

За Францию:

POR FRANCIA:

Sous la réserve* consignée au
procès-verbal de signature[†]

M. H. LEFAUCHEUX

FOR GREECE:

POUR LA GRÈCE:

希臘:

За Грецию:

POR GRECIA:

Alexis KYROU

1 avril 1953

Translation by the Secretariat of the United Nations:

¹Subject to the reservation* set forth in the protocol
of signature.

* This reservation is worded as follows:

"The French Government, having regard to the religious customs
and traditions existing in certain territories, reserves the right to
postpone the application of this Convention in respect of women
living in those territories who invoke such customs and traditions."

* Cette réserve est conçue comme suit:

"Le Gouvernement français, eu égard aux coutumes et traditions
religieuses existant dans certains territoires, se réserve la faculté
de différer l'exécution de la présente Convention en ce qui con-
cerne les femmes résidant dans ces territoires et qui se réclament
dédites coutumes et traditions."

FOR GUATEMALA:

POUR LE GUATEMALA:

瓜地馬拉:

За Гватемалу:

POR GUATEMALA:

Con reservas respecto al artículo IX de la Convención y que ésta tendrá vigencia respecto a la mujer ciudadana guatemalteca, de conformidad con la Constitución Política Nacional.¹

Eduardo CASTILLO ARRIOLA

FOR HAITI:

POUR HAÏTI:

海地:

За Гаити:

POR HAITÍ:

FOR HONDURAS:

POUR LE HONDURAS:

洪都拉斯:

За Гондурас:

POR HONDURAS:

Translation by the Secretariat of the United Nations:

¹ With reservations with respect to article IX of the Convention, which will apply, in accordance with the Political Constitution of Guatemala, to women of Guatemalan citizenship.

Traduction du Secrétariat des Nations Unies:

¹ Avec des réserves concernant l'article IX de la Convention et étant entendu que la Convention s'appliquera, conformément à la Constitution politique nationale, à la femme qui est citoyenne guatémaltèque.

FOR ICELAND:

POUR L'ISLANDE:

冰島:

За Исландию:

POR ISLANDIA:

FOR INDIA:

POUR L'INDE:

印度:

За Индию:

POR LA INDIA:

With the following reservation:—

"Article 3 of the Convention shall have no application as regards recruitment to, and conditions of service in any of the Armed Forces of India or the Forces charged with the maintenance of public order in India."¹

Rajeshwar DAYAL
29th April 1953

FOR INDONESIA:

POUR L'INDONÉSIE:

印度尼西亞:

L. N. PALAR

За Индонезию:

POR INDONESIA:

Traduction du Secrétariat des Nations Unies:

¹Avec la réserve ci-après:

"Les dispositions de l'article 3 de la Convention ne seront pas applicables en ce qui concerne le recrutement et les conditions de service dans les forces armées de l'Inde ou dans les forces chargées du maintien de l'ordre public dans l'Inde."

Rajeshwar DAYAL
Le 29 avril 1953

FOR IRAN:

POUR L'IRAN:

伊朗:

За Иран:

POR IRÁN:

FOR IRAQ:

POUR L'IRAK:

伊拉克:

За Ирак:

POR IRAK:

FOR ISRAEL:

POUR ISRAËL:

以色列:

За Израиль:

POR ISRAEL:

Abba EBAN

April 14, 1953

FOR LEBANON:

POUR LE LIBAN:

黎巴嫩:

За Ливан:

POR EL LÍBANO:

FOR LIBERIA:

POUR LE LIBÉRIA:

利比里亞:

За Либерию:

POR LIBERIA:

FOR THE GRAND DUCHY OF LUXEMBOURG:

POUR LE GRAND-DUCHÉ DE LUXEMBOURG:

盧森堡大公國:

За Великое Герцогство Люксембург:

POR EL GRAN DUCADO DE LUXEMBURGO:

FOR MEXICO:

POUR LE MEXIQUE:

墨西哥:

За Мексику:

POR MÉXICO:

Con la salvedad expresada en la
declaración^{*} entregada hoy¹

Rafael DE LA COLINA

FOR THE KINGDOM OF THE NETHERLANDS:

POUR LE ROYAUME DES PAYS-BAS:

荷兰王國:

За Королевство Нидерландов:

POR EL REINO DE LOS PAÍSES BAJOS:

FOR NEW ZEALAND:

POUR LA NOUVELLE-ZÉLANDE:

紐西蘭:

За Новую Зеландию:

POR NUEVA ZELANDIA:

** Declaración:*

"Queda expresamente entendido que el Gobierno de México no depositará el Instrumento de su Ratificación en tanto no haya entrado en vigor la reforma a la Constitución Política de los Estados Unidos Mexicanos que se encuentra actualmente en trámite y que tiene por objeto conceder los derechos de ciudadanía a la mujer mexicana."

Translation by the Secretariat of the United Nations:

¹ With the reservation set forth in the statement^{*} made this day.

** Statement:*

"It is expressly understood that the Government of Mexico will not deposit its instrument of ratification pending the entry into force of the amendment to the Political Constitution of the United Mexican States which is now under consideration, providing that citizenship rights shall be granted to Mexican women."

Traduction du Secrétariat des Nations Unies:

¹ Sous réserve des termes de la déclaration^{*} déposée aujourd'hui.

** Déclaration:*

"Il est expressément entendu que le Gouvernement mexicain ne déposera son instrument de ratification que lorsque sera entrée en vigueur la réforme de la Constitution politique des Etats-Unis du Mexique, actuellement en voie d'élaboration, qui a pour objet d'accorder les droits civiques à la femme mexicaine."

FOR NICARAGUA:

POUR LE NICARAGUA:

尼加拉瓜：

За Никарагуа:

Por NICARAGUA:

FOR THE KINGDOM OF NORWAY:

POUR LE ROYAUME DE NORVÈGE:

挪威王國：

За Королевство Норвегии:

POR EL REINO DE NORUEGA:

FOR PAKISTAN:

POUR LE PAKISTAN:

巴基斯坦：

За Пакистан:

POR EL PAKISTÁN:

FOR PANAMA:

POUR LE PANAMA:

巴拿馬:

За Панаму:

POR PANAMÁ:

FOR PARAGUAY:

POUR LE PARAGUAY:

巴拉圭:

За Парагвай:

POR EL PARAGUAY:

FOR PERU:

POUR LE PÉROU:

秘魯:

За Перу:

POR EL PERÚ:

FOR THE PHILIPPINE REPUBLIC:

POUR LA RÉPUBLIQUE DES PHILIPPINES:

菲律賓共和國：

За Филиппинскую Республику:

POR LA REPÚBLICA DE FILIPINAS:

FOR POLAND:

POUR LA POLOGNE:

波蘭：

За Польшу:

POR POLONIA:

Sous les réserves* relatives aux articles VII et IX formulées dans le procès-verbal spécial établi lors de la signature de la présente Convention.¹

H. BIRECKI

FOR SAUDI ARABIA:

POUR L'ARABIE SAOUDITE:

蘇地亞拉伯：

За Саудовскую Аравию:

POR ARABIA SAUDITA:

* Ces réserves sont conçues comme suit:

"Le Gouvernement de la République Populaire de Pologne déclare son désaccord avec la dernière phrase de l'article VII et considère que les conséquences juridiques de cette réserve font que la Convention est en vigueur entre l'Etat qui a formulé cette réserve et tous les autres cosignataires de la Convention, exception faite uniquement de la partie du paragraphe à laquelle se rapporte la réserve.

"Le Gouvernement de la République Populaire de Pologne ne se considère pas lié par les stipulations de l'article IX, en vertu duquel un différend entre les Parties contractantes au sujet de l'interprétation ou de l'application de la présente Convention est soumis à la décision de la Cour internationale de Justice sur la demande de l'une quelconque des parties au différend, et déclare que la soumission d'un différend à la décision de la Cour internationale de Justice nécessite, à chaque fois, l'accord de toutes les parties au différend."

Translation by the Secretariat of the United Nations:

¹Subject to the reservations^{*} with regard to articles VII and IX set forth in the special protocol drawn up on signature of this Convention.

* Those reservations are worded as follows:

"The Government of the People's Republic of Poland declares its disagreement with the last sentence of article VII and considers that the juridical effect of this reservation is to make the Convention operative as between the State making the reservation and all the other signatories of the Convention, with the exception only of that part of the paragraph to which the reservation relates.

"The Government of the People's Republic of Poland does not consider itself bound by the provisions of article IX, which provides that disputes between Contracting Parties concerning the interpretation or application of this Convention shall at the request of any one of the parties to the dispute be referred to the International Court of Justice for decision, and declares that for any dispute to be referred to the International Court of Justice for decision the agreement of all the parties to the dispute shall be necessary in each individual case."

FOR SWEDEN:

POUR LA SUÈDE:

瑞典：

За Швецию:

POR SUECIA:

FOR SYRIA:

POUR LA SYRIE:

敘利亞：

За Сирію:

POR SIRIA:

FOR THAILAND:

POUR LA THAÏLANDE:

泰國：

За Таїланд:

POR TAILANDIA:

FOR TURKEY:

POUR LA TURQUIE:

土耳其:

За Турцию:

POR TURQUÍA:

FOR THE UKRAINIAN SOVIET SOCIALIST REPUBLIC:

POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE D'UKRAINE:

Украинская Советская Социалистическая Республика:

За Украинскую Советскую Социалистическую Республику:

POR LA REPÚBLICA SOCIALISTA SOVIÉTICA DE UCRAINA:

С оговорками* по статьям VII и IX, изложенными в специальном протоколе, составленном при подписании настоящей Конвенции.

A. M. Барановский¹

* По статье VII: Правительство Украинской Советской Социалистической Республики заявляет о своем несогласии с последней фразой статьи VII и считает, что юридическое последствием оговорки является то, что Конвенция действует между государством, сделавшим оговорку, и всеми другими участниками Конвенции за исключением лишь той ее части, к которой относится оговорка.

По статье IX: Правительство Украинской Советской Социалистической Республики считает для себя необязательными положения статьи IX, предусматривающей, что споры между договаривающимися сторонами по поводу толкования или применения настоящей Конвенции передаются на решение Международного Суда по требованию любой из сторон в споре, и заявляет, что для передачи того или иного спора на разрешение Международного Суда необходимо в каждом отдельном случае согласие всех спорящих сторон.

Translation by the Secretariat of the United Nations:

¹ With reservations* to articles VII and IX made in a special protocol drawn up on the occasion of the signing of the present Convention.

A. M. BARANOVSKY

* Those reservations are worded as follows:

"As regards article VII: The Government of the Ukrainian Soviet Socialist Republic declares its disagreement with the last sentence of article VII and considers that the juridical effect of a reservation is to make the Convention operative as between the State making the reservation and all other States parties to the Convention, with the exception only of that part thereof to which the reservation relates.

"As regards article IX: The Government of the Ukrainian Soviet Socialist Republic does not consider itself bound by the provisions of article IX which provides that disputes between Contracting Parties concerning the interpretation or application of this Convention shall at the request of any one of the parties to the dispute be referred to the International Court of Justice for decision, and declares that for any dispute to be referred to the International Court of Justice for decision the agreement of all the parties to the dispute shall be necessary in each individual case."

Traduction du Secrétariat des Nations Unies:

¹ Avec les réserves* au sujet des articles VII et IX qui figurent dans le protocole spécial établi lors de la signature de la présente Convention.

A. M. BARANOVSKY

* Ces réserves sont conçues comme suit:

"En ce qui concerne l'article VII: Le Gouvernement de la République socialiste soviétique d'Ukraine déclare son désaccord avec la dernière phrase de l'article VII et considère que les conséquences judiciaires d'une réserve font que la Convention est en vigueur entre l'Etat qui a formulé cette réserve et tous les autres Etats parties à la Convention, exception faite uniquement de la partie de celle-ci à laquelle se rapporte la réserve.

"En ce qui concerne l'article IX: Le Gouvernement de la République socialiste soviétique d'Ukraine ne se considère pas lié par les stipulations de l'article IX, en vertu duquel les différends entre les Parties contractantes au sujet de l'interprétation ou de l'application de la présente Convention sont, à la demande de l'une quelconque des parties au différend, soumis à la Cour internationale de Justice pour qu'elle statue à leur sujet, et déclare que la soumission d'un différend à la Cour internationale de Justice pour qu'elle statue à son sujet nécessite, dans chaque cas, l'accord de toutes les parties au différend."

FOR THE UNION OF SOUTH AFRICA:

POUR L'UNION SUD-AFRICAINE:

南非聯邦：

За Южно-Африканский Союз:

POR LA UNIÓN SUDAFRICANA:

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

POUR L'UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES:

蘇維埃社會主義共和國聯盟：

За Союз Советских Социалистических Республик:

POR LA UNIÓN DE REPÚBLICAS SOCIALISTAS Soviéticas:

Соговорами* по статьям VII и IX, изложенными в специальном протоколе, составленном при подписании настоящей Конвенции.

В. А. Зорин¹

* По статье VII: Правительство Союза Советских Социалистических Республик заявляет о своем несогласии с последней фразой статьи VII и считает, что юридическим последствием оговорки является то, что Конвенция действует между государством, сделавшим оговорку, и всеми другими участниками Конвенции за исключением лишь той ее части, к которой относится оговорка.

По статье IX: Правительство Союза Советских Социалистических Республик считает для себя небязательными положения статьи IX, предусматривающие, что споры между договаривающимися сторонами по поводу толкования или применения настоящей Конвенции передаются на решение Международного Суда по требование любой из сторон в споре, заявляет, что для передачи того или иного спора на разрешение Международного Суда необходимо в каждом отдельном случае согласие всех спорящих сторон.

Translation by the Secretariat of the United Nations:

¹ With reservations* to articles VII and IX made in a special protocol drawn up on the occasion of the signing of the present Convention.

V. A. ZOBIN

* Those reservations are worded as follows:

"As regards article VII: The Government of the Union of Soviet Socialist Republics declares its disagreement with the last sentence of article VII and considers that the juridical effect of a reservation is to make the Convention operative as between the State making the reservation and all other States parties to the Convention, with the exception only of that part thereof to which the reservation relates.

"As regards article IX: The Government of the Union of Soviet Socialist Republics does not consider itself bound by the provisions of article IX which provides that disputes between Contracting Parties shall be referred to the International Court of Justice. The Convention shall at the request of any one of the parties to the dispute be referred to the International Court of Justice for decision, and declares that for any dispute to be referred to the International Court of Justice for decision the agreement of all the parties to the dispute shall be necessary in each individual case."

Traduction du Secrétariat des Nations Unies:

¹ Avec les réserves* au sujet des articles VII et IX qui figurent dans le protocole établi lors de la signature de la présente Convention.

V. A. ZOBIN

* Ces réserves sont conçues comme suit:

"En ce qui concerne l'article VII: Le Gouvernement de l'Union des Républiques socialistes soviétiques déclare son désaccord avec la dernière phrase de l'article VII et considère que les conséquences juridiques d'une réserve font que la Convention est en vigueur entre l'Etat qui a formulé cette réserve et tous les autres Etats parties à la Convention, exception faite uniquement de la partie de celle-ci à laquelle se rapporte la réserve.

"En ce qui concerne l'article IX: Le Gouvernement de l'Union des Républiques socialistes soviétiques ne se considère pas lié par les dispositions de l'article IX, en vertu duquel les différends entre les Parties contractantes seraient à leur demande soumis à la Cour internationale de Justice. La Convention sera à la demande de l'une quelconque des parties au différend, soumise à la Cour internationale de Justice pour qu'elle statue à leur sujet, et déclare que la soumission d'un différend à la Cour internationale de Justice pour qu'elle statue à son sujet nécessite, dans chaque cas, l'accord de toutes les parties au différend."

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

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

大不列顛及北愛爾蘭聯合王國：

За Соединенное Королевство Великобритании и Северной Ирландии:

POR EL REINO UNIDO DE LA GRAN BRETAÑA E IRLANDA DEL NORTE:

FOR THE UNITED STATES OF AMERICA:

POUR LES ETATS-UNIS D'AMÉRIQUE:

美利堅合衆國：

За Соединенные Штаты Америки:

POR LOS ESTADOS UNIDOS DE AMÉRICA:

FOR URUGUAY:

POUR L'URUGUAY:

烏拉圭：

За Уругвай:

POR EL URUGUAY:

FOR VENEZUELA:

POUR LE VENEZUELA:

委内瑞拉:

За Венесуэлу:

POR VENEZUELA:

FOR YEMEN:

POUR LE YÉMEN:

葉門:

За Йемен:

POR EL YEMEN:

FOR YUGOSLAVIA:

POUR LA YUGOSLAVIE:

南斯拉夫:

Leo MATES

За Югославию:

POR YUGOSLAVIA:

Certified true copy
For the Secretary-General:

Copie certifiée conforme
Pour le Secrétaire général:



Principal Director in charge of the Legal Department.
Directeur principal chargé du Département juridique.

ECUADOR

Mapping, Charting and Geodesy

*Agreement signed at Quito February 19, 1976;
Entered into force February 19, 1976.*

AGREEMENT ON MAPPING, CHARTING
AND GEODESY BETWEEN THE
GOVERNMENT OF THE UNITED STATES
OF AMERICA AND THE GOVERNMENT
OF ECUADOR

CONVENIO DE COOPERACION PARA
CARTOGRAFIA, LEVANTAMIENTOS
TOPOGRAFICOS Y GEODESICOS ENTRE
EL GOBIERNO DE LOS ESTADOS
UNIDOS DE AMERICA Y EL GOBIERNO
DEL ECUADOR

The Government of the United States of America and the Government of Ecuador express their agreement to continue the existing joint mapping, charting and geodesy program as follows:

El Gobierno de los Estados Unidos de América y el Gobierno del Ecuador expresan su acuerdo para continuar con el programa conjunto de cartografía, levantamientos topográficos y geodésicos que venían realizando, y convienen concretarlo en los términos siguientes:

ARTICLE I

PURPOSE OF THE AGREEMENT

1. The purpose of this Agreement is to coordinate the cartographic effort between the Government of Ecuador and the Government of the United States in the acquisition of aerial photography, remote sensing imagery, geodetic control, geophysical, hydrographic, aeronautical and related data pertaining to Ecuador.
2. These source materials will be used to provide geodetic and cartographic products required for Ecuadorean planning and

ARTICULO I

OBJETO DEL CONVENIO

1. El objeto de este Convenio es el de coordinar el esfuerzo cartográfico entre el Gobierno del Ecuador y el Gobierno de los Estados Unidos para la obtención de fotografía aérea, lectura remota de imágenes, control geodésico, geofísico, hidrográfico y aeronáutico y de datos conexos correspondientes al Ecuador.
2. Estos materiales primarios se usarán para proporcionar elementos geodésicos y cartográficos necesarios para la planificación

development, for the compilation and revision of topographic and special study maps, and for hydrographic and aeronautical charts the need for which will be determined by Ecuador, and agreed to by the United States, under the terms and conditions of this Agreement.

ARTICLE II

PRIMARY OBJECTIVES

The primary objectives of the joint effort shall be:

a. To produce maps and charts of appropriate scale, design and content in accordance with mutually agreed specifications for this type of work.

b. To produce geodetic and geophysical data and to apply advanced technologies in satellite cartography and remote sensing imagery adequate to support Ecuadorean mapping, charting and geodesy programs, and national development projects such as those for exploitation of natural resources.

y desarrollo ecuatorianos, para la compilación y revisión de mapas topográficos y estudios especiales, para cartas hidrográficas, aeronáuticas, y temáticas de zonas prioritarias señaladas por el Ecuador y aceptadas por los Estados Unidos, de acuerdo con las condiciones de este Convenio.

ARTICULO II

OBJETIVOS FUNDAMENTALES

Los objetivos fundamentales del esfuerzo conjunto serán:

a. Elaborar mapas y cartas de escalas, diseños y contenido adecuados de acuerdo con las especificaciones técnicas mutuamente convenidas para este tipo de trabajo.

b. Elaborar datos geodésicos y geofísicos y aplicar tecnologías avanzadas a la cartografía de satélites y lectura remota de imágenes adecuadas para apoyar los programas nacionales de cartografía, levantamiento de cartas, geodesia y los proyectos ecuatorianos de desarrollo tales como la explotación de los recursos naturales.

c. To establish cooperative programs and formulate technical agreements by mutual agreement between agencies designated by the two Governments for this purpose.

c. Establecer programas cooperativos y formular convenios técnicos de mutuo acuerdo entre las agencias designadas por los dos Gobiernos para este objeto.

ARTICLE III

OPERATIONS

The operations envisaged by this Agreement are as follows:

a. Extension of basic horizontal geodetic control within Ecuador by a combination of geodetic satellite, airborne, and ground techniques, of appropriate order of accuracy and density, with attendant base lines and Laplace stations, connected to control of adjoining countries, as required, to control areas for mapping, charting and plans to permit adjustment to, and integration in, a common datum.

b. Establishment of a program for the extension of basic leveling sufficient to control planned areas of mapping and charting,

ARTICULO III

OPERACIONES

Las operaciones contempladas por este Convenio son las siguientes:

a. La extensión del control geodésico horizontal básico dentro del Ecuador por una combinación de técnicas geodésicas de satélite, de aereotransportación y de tierra, de un orden adecuado, exactitud y densidad, con líneas de base y estaciones Laplace concomitantes, conectadas al control de países adyacentes, según se requiera, para controlar zonas planificadas para cartografía y levantamiento de cartas y planos para permitir el ajuste e integración a un sistema y "datum."

b. El establecimiento de un programa para la extensión de nivelación básica suficiente para controlar zonas planificadas de

- to provide connections to mean sea level datum, to permit connections to and adjustment with basic leveling of adjoining countries, to control trigonometric heights and to correct gravimetric surveys.
- c. Obtaining precision aerial photography controlled by ground and airborne survey techniques required for production of maps and charts, using dual cameras for simultaneous exposure of two sets of original negatives.
- d. Accomplishment of supplemental, horizontal, and vertical mapping control, field classification surveys, and other such surveys as may be necessary for urban and rural mapping.
- e. Conducting hydrographic and oceanographic surveys of mutually identified areas.
- f. Compilation, color separation drafting and reproduction of large and medium scale
- cartografía y levantamiento para hacer conexiones con el nivel medio del mar, permitir el ajuste con la nivelação básica de países adyacentes, controlar las alturas trigonométricas y corregir estudios gravimétricos.
- c. Obtener fotografía aérea de precisión de acuerdo a normas técnicas fotogramétricas, necesarias para la elaboración de mapas y cartas, usando cámaras dobles para la exposición simultánea de dos juegos de negativos originales.
- d. Realización de control cartográfico suplementario, horizontal y vertical, clasificación de campo y más trabajos de campo necesarios para la cartografía y levantamiento de planos urbanos y rurales.
- e. Llevar a cabo estudios hidrográficos y oceanográficos de zonas identificadas por ambas partes.
- f. Compilación, trazado con separación de colores y reproducción a escala grande y

topographic and other maps
and charts such as aero-
nautical and nautical charts
as are necessary.

g. Obtaining sufficient geo-
magnetic, gravity and other re-
lated data to permit the production
of appropriate geophysical charts,
and the establishment of hori-
zontal and vertical control
datums.

h. Conducting other surveys,
calculations, and data reduction
as may be agreed upon for the
advancement of national and
developmental cartographic
programs and the expansion of
existing mapping, charting,
geodetic, topographic, and
geophysical information of
Ecuador.

mediana de mapas y cartas
topográficas, aeronáuticas y
náuticas y otras especiales
que se necesitan confeccionar.

g. Obtención de datos geo-
magnéticos, de gravedad y otros
conexos para permitir la
reproducción de cartas
geofísicas adecuadas y el
establecimiento de los planos de
referencia horizontales y
verticales.

h. Realizar otros estudios,
cálculos, transformación y
archivo de datos que convengan
para el progreso de los programas
cartográficos nacionales y de
desarrollo y para la ampliación
de las actuales informaciones
del Ecuador sobre cartografía,
geodesia, topografía y geofísica.

ARTICLE IV**EXCHANGE OF INFORMATION**

1. The two Governments shall
exchange cartographic information,
compilation materials, printed
maps, aerial photographs,
remote sensor data, geodetic,
geophysical, hydrographic and

ARTICULO IV**INTERCAMBIO DE INFORMACIONES**

1. Los dos Gobiernos establecerán
el intercambio de información
cartográfica, materiales de
compilación, mapas impresos,
fotografía aérea, datos de
percepción remota, datos

aeronautical data, reproduction materials, publications and materials related thereto, including both presently existing and subsequently produced materials covering Ecuador, in accordance with agreements as to quantities and specific areas that may be acceptable to their respective agencies.

2. One set of the aerial photography obtained under this Agreement will be retained by the Government of Ecuador and the other set will be furnished to the United States of America. In the event of malfunction of one camera, the original negative shall be retained by the Government of Ecuador, but shall be furnished to the United States of America on a loan basis for the purpose of duplication and the preparation of diapositive plates for compilation instruments.

ARTICLE V

MUTUAL OBLIGATIONS OF THE GOVERNMENTS

1. It is understood that any action taken by either Government

geodésicos, geofísicos, hidrográficos y aeronáuticos, materiales de reproducción, publicaciones y materiales relacionados con aquellos que existen y los que se elaboren posteriormente sobre el Ecuador, de acuerdo con convenios en cuanto a cantidades y zonas específicas que convengan a sus respectivas agencias.

2. Un juego de la fotografía aérea obtenida bajo este Convenio será retenido por el Gobierno del Ecuador, y el otro juego será entregado a los Estados Unidos de América. En el caso de mal funcionamiento de una cámara, el negativo original será retenido por el Gobierno del Ecuador, pero será entregado a los Estados Unidos de América, en calidad de préstamo, para fines de duplicación y preparación de placas diapositivas para los instrumentos de compilación.

ARTICULO V

OBLIGACIONES MUTUAS DE LOS GOBIERNOS

1. Queda entendido que cualquier acto ejecutado por cual-

pursuant to this Agreement, shall be subject to the availability to that Government of personnel, materials, and funds for the purpose.

2. The Government of Ecuador will establish security classifications to be applicable for specific projects or operations and resultant products. Such classifications shall be held to the minimum commensurate with security, and no restrictions shall be applied to the distribution of maps, charts or imagery at scales 1:250,000 and smaller.

3. The specific responsibilities of each Government in the cooperative program and the necessary technical arrangements for completion of the work shall be established by mutual agreement between agencies designated by the two Governments.

quiera de los dos Gobiernos en virtud de este Convenio estará sujeto a que dicho Gobierno disponga del personal, materiales y fondos para ese objeto.

2. El Gobierno del Ecuador convendrá en la clasificación de seguridad que habrá de aplicarse para proyectos y operaciones específicos y para los productos resultantes. Tales clasificaciones se mantendrán en el mínimo compatible con la seguridad, y no se aplicarán restricciones a la distribución de mapas, cartas o imágenes a escalas de 1:250,000 y menores.

3. En el programa cooperativo las responsabilidades técnicas pertinentes para la ejecución de los trabajos se establecerán de mutuo acuerdo entre las agencias designadas por los dos Gobiernos.

ARTICLE VI

DEFINITION OF

"UNITED STATES PERSONNEL"

As used in this Agreement the term "United States personnel" includes the following categories of persons:

ARTICULO VI

DEFINICION DE LA EXPRESION

"PERSONAL DE LOS ESTADOS UNIDOS"

Como se la usa en este Convenio, la expresión "personal de los Estados Unidos" comprende las siguientes categorías de personas:

a. United States military personnel who are in Ecuador for the purposes of this Agreement.

b. Civilian personnel in the employ of the United States Government who are neither nationals of nor ordinarily resident in Ecuador and who are in Ecuador for the purposes of this Agreement.

c. Contractor personnel serving the United States Government who are neither nationals of nor ordinarily resident in Ecuador and who are in Ecuador for the purposes of this Agreement.

d. Dependents of the three categories of personnel listed above.

ARTICLE VII

ENTRY OF PERSONNEL INTO ECUADOR

a. The United States Government will submit the candidates to the Government of Ecuador. The latter will qualify them and accept their participation in the project, and will determine the officials' rights in accordance with the Agreement

a. Personal militar de los Estados Unidos que se encuentran en el Ecuador para los fines de este Convenio.

b. Personal civil de empleados del Gobierno de los Estados Unidos, que no son ciudadanos ecuatorianos ni residen de ordinario en el Ecuador, y que se encuentran en el Ecuador para los fines de este Convenio.

c. Personal de contratistas al servicio del Gobierno de los Estados Unidos, que no son ciudadanos ecuatorianos ni residen de ordinario en el Ecuador, y que se encuentran en el Ecuador para los fines de este Convenio.

d. Las cargas familiares de las tres categorías de personal que se han enumerado.

ARTICULO VII

INGRESO DE PERSONAL AL ECUADOR

a. El Gobierno de los Estados Unidos presentará los respectivos candidatos al Gobierno del Ecuador. Este procederá a calificarlos, a aceptar su intervención en el proyecto y a establecer los derechos para los funcionarios según el Acuerdo Sobre Inmunidades y

on Immunities and Privileges
for the Mission of the Inter-
American Geodetic Survey
entered into between the Govern-
ment of the United States of
America and the Government of
Ecuador, and signed on November
23, 1973 [¹] by the Ambassador of
the United States of America
and the Minister of Foreign
Relations of Ecuador.

b. All compensations, per diem,
transportation, etc., required
for the work to be performed
by United States officials, or
of other nationalities or Ecuado-
rean nationals under direct
control of the Inter-American
Geodetic Survey, will be paid
by the United States Government.

c. The vehicles for field work,
equipment, furniture, office
equipment and supplies, etc.,
imported into the country for
cartographic cooperation will
be treated in conformity with
the Agreement mentioned in
paragraph (a) above.

Privilegios de la Misión del
Servicio Geodésico Inter-
americano de los Estados Unidos
de América Celebrado Entre el
Gobierno de los Estados Unidos
de América y el Gobierno del
Ecuador, suscrito el día
23 de noviembre de 1973 por
el señor Embajador de los Estados
Unidos de América y el señor
Ministro de Relaciones Exteriores
del Ecuador.

b. Las remuneraciones, compen-
saciones, viáticos, pasajes, etc.
que demanden los trabajos que
tienen que realizar los funcio-
arios norteamericanos, de otras
nacionalidades, o ecuatorianos
bajo directo control del Servicio
Geodésico Interamericano, serán
pagados por el Gobierno de los
Estados Unidos directamente.

c. Los vehículos de trabajo de
campo, equipos, muebles, materia-
les de oficina, etc. que ingresen
al país con fines de colaboración
para la cartografía serán tratados
de conformidad con el Acuerdo men-
cionado en el literal (a) que
antecede.

^¹ TIAS 7755; 24 UST 2304.

d. Privileges and immunities for the Mission personnel will be determined in accordance with the provisions of the Agreement mentioned in paragraph (a) above.

ARTICLE VIII

EXEMPTION FROM TAXES ON

SUPPLIES, MATERIALS,

EQUIPMENT AND FUNDS

All supplies, materials, equipment or funds imported or bought in Ecuador by the Government of the United States of America or by any contractor financed by that Government in connection with any program or project implemented under this Agreement, shall be subject to the Agreement on Immunities and Privileges mentioned in Article VII, paragraph (a).

ARTICLE IX

FACILITIES PROVIDED BY ECUADOR

1. The use of airfields, bridges, piers, and other facilities in Ecuador and rights of access, rights of way and easements thereto, necessary for completion

d. Los privilegios e inmunidades del personal de la Misión se establecerán de conformidad con las disposiciones del Acuerdo mencionado en el literal (a) que antecede.

ARTICULO VIII

EXENCION DE IMPUESTOS A LOS

SUMINISTROS, MATERIALES,

EQUIPOS Y FONDOS

Todos los suministros, materiales, equipos o fondos introducidos o adquiridos en el Ecuador por el Gobierno de los Estados Unidos de América, o por cualquier contratista financiado por dicho Gobierno, para los fines de cualquier programa o proyecto ejecutados en virtud de este Convenio, estarán sujetos al Acuerdo sobre Inmisiones y Privilegios mencionado en el Artículo VII, literal (a).

ARTICULO IX

SERVICIOS PROPORCIONADOS

POR EL ECUADOR

1. Se permitirá y facilitará, sin costo, el uso de campos de aterrizaje, puentes, muelles y otros servicios en el Ecuador, así como se concederán los derechos de

of the purposes of this Agreement by agencies of the United States of America or agencies under contract to the Government of the United States, shall be permitted and facilitated free of charge.

ARTICLE X

REVIEW AND ENTRY INTO FORCE OF THIS AGREEMENT

1. This agreement shall be subject to review at any time upon written notice by either Government to the other that it desires to consult with a view to its amendment.
2. This Agreement shall enter into force upon signature by the authorized representatives of both Governments and shall remain in force until ninety days after the date on which either of the Governments shall have notified the other of its intention to terminate the Agreement.
3. Upon entry into force of this Agreement, the cooperative cartographic Agreement between the Instituto Geográfico Militar of Ecuador and the Inter-

acceso y servidumbres de paso indispensables a las Agencias de los Estados Unidos de América o Agencias contratadas por el Gobierno de los Estados Unidos de América, necesarios para los trabajos motivo de este Convenio.

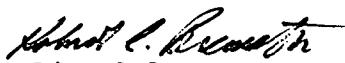
ARTICULO X

REVISION Y VIGENCIA DE ESTE CONVENIO

1. Este Convenio estará sujeto a revisión en cualquier tiempo mediante aviso por escrito dado por cualquiera de los dos Gobiernos al otro de que desea celebrar consultas para modificarlo.
2. Este Convenio entrará en vigencia al ser suscrito por los representantes autorizados de ambos Gobiernos y permanecerá en vigencia hasta noventa días después de la fecha en que cualquiera de los dos Gobiernos haya notificado al otro su intención de dar por terminado el Convenio.
3. Al entrar en vigor el presente Convenio, el convenio cartográfico cooperativo entre el Instituto Geográfico Militar del Ecuador y el Servicio Inter-

American Geodetic Survey of
the United States of America
of February 4, 1961 [¹] is super-
seded and hereby cancelled.

In Witness thereof the under-
signed, duly authorized by
their respective Governments,
subscribe this Agreement in
its English and Spanish texts,
both equally valid and authentic
in Quito on this 19th day of
February, 1976.



Robert C. Brewster

Ambassador of the United
States of America

americano de Geodesia con fecha
del 4 de febrero de 1961 quedará
cancelado y reemplazado por éste.

En testimonio de lo cual, los
suscritos, debidamente facultados
para hacerlo, firman este Convenio
en sus textos inglés y español,
ambos igualmente válidos y
auténticos, en la ciudad de Quito,
el día 19 de febrero de 1976.



Armando Pesantes García

Ministro de Relaciones Exteriores
del Ecuador

¹ Not printed.

FEDERAL REPUBLIC OF GERMANY

Restrictive Business Practices

*Agreement signed at Bonn June 23, 1976;
Entered into force September 11, 1976.*

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE FEDERAL REPUBLIC OF GERMANY RELATING TO MUTUAL COOPERATION REGARDING RESTRICTIVE BUSINESS PRACTICES

The Government of the United States of America and the Government of the Federal Republic of Germany, considering that restrictive business practices affecting their domestic or international trade are prejudicial to the economic and commercial interests of their countries,

Convinced that action against these practices can be made more effective by the regularization of cooperation between their antitrust authorities, and

Having regard, in this respect, to their Treaty of Friendship, Commerce, and Navigation^[1] and to the Recommendations of the Council of the Organization for Economic Cooperation and Development Concerning Cooperation Between Member Countries on Restrictive Business Practices Affecting International Trade adopted on October 5, 1967, and on July 3, 1973,

Have agreed as follows:

ARTICLE 1

For the purpose of this Agreement, the following terms shall have the meanings indicated:

(a) "Antitrust laws" shall mean, in the United States of America, the Sherman Act (15 U.S.C. Secs. 1-11), the Clayton Act (15 U.S.C. Sec. 12 et seq.), and the Federal Trade Commission Act (15 U.S.C. Sec. 41 et seq.), and in the Federal Republic of Germany, the Act Against Restraints on Competition ("Gesetz gegen Wettbewerbs-

¹ TIAS 3593; 7 UST 1839.

beschränkungen") (BGB1. I 1974, 869) as those Acts have been and may from time to time be amended.

(b) "Antitrust authorities" shall mean, in the United States of America, the Antitrust Division of the United States Department of Justice and the Federal Trade Commission, and, in the Federal Republic of Germany, the Federal Minister of Economics ("Bundesminister für Wirtschaft") and the Federal Cartel Office ("Bundeskartellamt") and successors in each country.

(c) "Information" shall include reports, documents, memoranda, expert opinions, legal briefs and pleadings, decisions of administrative or judicial bodies, and other written or computerized records.

(d) "Restrictive business practices" shall include all practices which may violate, or are regulated under, the antitrust laws of either party.

(e) "Antitrust investigation or proceeding" shall mean any investigation or proceeding related to restrictive business practices and conducted by an antitrust authority under its antitrust laws.

ARTICLE 2

(1) Each party agrees that its antitrust authorities will cooperate and render assistance to the antitrust authorities of the other party, to the extent set forth in this Agreement, in connection with:

- (a) antitrust investigations or proceedings,
- (b) studies related to competition policy and possible changes in antitrust laws, and
- (c) activities related to the restrictive business practice work of international organizations of which both parties are members.

(2) Each party agrees that it will provide the other party with any significant information which comes to the attention of its antitrust authorities and which involves restrictive business practices which, regardless of origin, have a substantial effect on the domestic or international trade of such other party.

(3) Each party agrees that, upon request of the other party, its antitrust authorities will obtain for and furnish such other party with such information as such other party may request in connection with a matter referred to in Article 2, paragraph 1, and will otherwise provide advice and assistance in connection therewith. Such advice and assistance shall include, but not necessarily be limited to, the exchange of information and a summary of experience relating to particular practices where either of the antitrust authorities of the requested party has dealt with or has information relating to a practice involved in the request. Such assistance shall also include the attendance of public officials of the requested party to give information, views or testimony in regard to any antitrust investigation or proceeding, legislation or policy, and the transmittal or the making available of documents and legal briefs and pleadings of the antitrust authorities of the requested party (or duly authenticated or certified copies thereof).

(4) An antitrust authority of a party, in seeking to obtain information or interviews on a voluntary basis from a person or enterprise within the jurisdiction of the other party, may request such other party to transmit a communication seeking such information or interviews to such person or enterprise. In that event, the other party will transmit such communication and, if so requested, will (if such is the case) notify such person or enterprise that the requested party has no objection to voluntary compliance with the request.

(5) Each party agrees that, upon the request of an antitrust authority of the other party, its antitrust authorities will consult with the requesting party concerning possible coordination of concurrent antitrust investigations or proceedings in the two countries which are related or affect each other.

ARTICLE 3

(1) Either party may decline, in whole or in part, to render assistance under Article 2 of this Agreement, or may comply with any request for such assistance subject to such terms and conditions as the complying party may establish, if such party determines that:

- (a) compliance would be prohibited by legal protections of confidentiality or by other domestic law of the complying party; or
- (b) compliance would be inconsistent with its security, public policy or other important national interests;
- (c) the requesting party is unable or unwilling to comply with terms or conditions established by the complying party, including conditions designed to protect the confidentiality of information requested; or
- (d) the requesting party would not be obligated to comply with such request, by reason of any grounds set forth in items (a), (b) or (c) above, if such request had been made by the requested party.

(2) Neither party shall be obligated to employ compulsory powers in order to obtain information for, or otherwise provide advice and assistance to, the other party pursuant to this Agreement.

(3) Neither party shall be obligated to undertake efforts in connection with this Agreement which are likely to require such substantial utilization of personnel or resources as to burden unreasonably its own enforcement duties.

ARTICLE 4

(1) Each party agrees that it will act, to the extent compatible with its domestic law, security, public policy or other important national interests, so as not to inhibit or interfere with any antitrust investigation or proceeding of the other party.

(2) Where the application of the antitrust laws of one party, including antitrust investigations or proceedings, will be likely to

affect important interests of the other party, such party will notify such other party and will consult and coordinate with such other party to the extent appropriate under the circumstances.

ARTICLE 5

The confidentiality of information transmitted shall be maintained in accordance with the law of the party receiving such information, subject to such terms and conditions as may be established by the complying party furnishing such information. Each party agrees that it will use information received under this Agreement only for purposes of its antitrust authorities as set forth in Article 2, paragraph 1.

ARTICLE 6

(1) The terms of this Agreement shall be implemented, and obligations under this Agreement shall be discharged, in accordance with the laws of the respective parties, by their respective antitrust authorities which shall develop appropriate procedures in connection therewith.

(2) Requests for assistance pursuant to this Agreement shall be made or confirmed in writing, shall be reasonably specific and shall include the following information as appropriate:

- (a) the antitrust authority or authorities to whom the request is directed;
- (b) the antitrust authority or authorities making the request;
- (c) the nature of the antitrust investigation or proceeding, study or other activity involved;
- (d) the object of and reason for the request; and
- (e) the names and addresses of relevant persons or enterprises, if known.

Such requests may specify that particular procedures be followed or that a representative of the requesting party be present at requested proceedings or in connection with other requested actions.

(3) The requesting party shall be advised, to the extent feasible, of the time, place and type of action to be taken by the requested party in response to any request for assistance under this Agreement.

(4) If any such request cannot be fully complied with, the requested party shall promptly notify the requesting party of its refusal or inability to so comply, stating the grounds for such refusal, any terms or conditions which it may establish in connection therewith and any other information which it considers relevant to the subject of the request.

ARTICLE 7

All direct expenses incurred by the requested party in complying with a request for assistance under this Agreement shall, upon request, be paid or reimbursed by the requesting party. Such direct expenses may include fees of experts, costs of interpreters, travel and mainte-

nance expenses of experts, interpreters and employees of antitrust authorities, transcript and reproduction costs, and other incidental expenses, but shall not include any part of the salaries of employees of antitrust authorities.

ARTICLE 8

This Agreement shall also apply to Land Berlin provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the United States of America within three months of the date of entry into force of this Agreement.

ARTICLE 9

(1) This Agreement shall enter into force one month from the date on which the parties shall have informed each other in an exchange of diplomatic notes that all the domestic legal requirements for such entry into force have been fulfilled.^[1]

(2) This Agreement shall remain in force until terminated upon six months' notice given in writing by one of the parties to the other.

Done at Bonn, in duplicate, in the English and German languages, both texts being equally authentic, this twenty-third day of June, 1976.

FOR THE GOVERNMENT OF FOR THE GOVERNMENT OF
THE UNITED STATES OF THE FEDERAL REPUBLIC OF
AMERICA: GERMANY:

FRANK E CASH, JR.

PETER HERMES

THOMAS E. KAUPER

MARTIN GRÜNER

By direction of the Federal
Trade Commission:

OWEN M. JOHNSON, JR.

[SEAL]

ABKOMMEN ZWISCHEN DER REGIERUNG DER BUNDES- REPUBLIK DEUTSCHLAND UND DER REGIERUNG DER VEREINIGTEN STAATEN VON AMERIKA ÜBER DIE ZUSAM- MENARBEIT IN BEZUG AUF RESTRIKTIVE GESCHÄFTS- PRAKTIKEN

Die Regierung der Bundesrepublik Deutschland und die Regierung der Vereinigten Staaten von Amerika in der Erwägung, dass re-

¹ Sept. 11, 1976.

striktive Geschäftspraktiken, die ihren Binnenoder Aussenhandel berühren, den wirtschaftlichen und handelspolitischen Interessen ihrer Länder abträglich sind,

in der Überzeugung, dass Massnahmen gegen diese Praktiken dadurch wirksamer gemacht werden können, dass die Zusammenarbeit zwischen ihren Kartellbehörden geregelt wird, und

unter Berücksichtigung ihres Freundschafts-, Handels- und Schiffahrts-vertrags und der am 5. Oktober 1967 un am 3. Juli 1973 angenommenen Empfehlungen des Rates der Organisation für Wirtschaftliche Zusammenarbeit und Entwicklung über die Zusammenarbeit zwischen Mitgliedstaaten bei restriktiven Geschäftspraktiken, die den Welthandel berühren-

sind wie folgt übereingekommen:

ARTIKEL 1

Im Sinne dieses Abkommens haben die nachstehenden Ausdrücke die angegebene Bedeutung:

a) Der Ausdruck "Kartellgesetze" bezeichnet in der Bundesrepublik Deutschland das Gesetz gegen Wettbewerbsbeschränkungen (BGB1. I 1974, S. 869) und in den Vereinigten Staaten von Amerika das Sherman-Gesetz (Sherman Act) (15 U.S.C., Secs. 1-11), das Clayton-Gesetz (Clayton Act) (15 U.S.C., Sec. 12 ff) und das Gesetz über die Bundeshandelskommission (Federal Trade Commission Act) (15 U.S.C., Sec. 41 ff) in ihrer jeweils gültigen Fassung.

b) Der Ausdruck "Kartellbehörden" bezeichnet in der Bundesrepublik Deutschland den Bundesminister für Wirtschaft und das Bundeskartellamt und in den Vereinigten Staaten von Amerika die Antitrust-Abteilung im Justizministerium (Antitrust Division in the United States Department of Justice) und die Bundeshandelskommission (Federal Trade Commission) sowie die Nachfolgebehörden in jedem der beiden Länder.

c) Der Ausdruck "Informationen" umfasst Berichte, Dokumente, Memoranden, Sachverständigungsgutachten, juristische Schriftsätze, Entscheidungen von Verwaltungs- und Gerichtsbehörden sowie andere schriftliche oder in Datenverarbeitungsanlagen gespeicherte Unterlagen.

d) Der Ausdruck "restriktive Geschäftspraktiken" umfasst alle Praktiken, die gegen die Kartellgesetze der Vertragsparteien verstossen können oder danach geregelt sind.

e) Der Ausdruck "Kartelluntersuchung oder -verfahren" bezeichnet jede Untersuchung und jedes Verfahren, die sich auf restriktive Geschäftspraktiken beziehen und von einer Kartellbehörde aufgrund ihrer Kartellgesetze durchgeführt werden.

ARTIKEL 2

(1) Jede Vertragspartei erklärt sich damit einverstanden, dass ihre Kartellbehörden mit den Kartellbehörden der anderen Vertragspartei

in dem in diesem Abkommen vorgesehenen Umfang zusammenarbeiten und ihnen Beistand leisten im Zusammenhang mit

- a) Kartelluntersuchungen und -verfahren,
- b) Studien über die Wettbewerbspolitik und mögliche Änderungen der Kartellgesetze und
- c) Tätigkeiten im Zusammenhang mit der Arbeit internationaler Organisationen, denen beide Vertragsparteien angehören, auf dem Gebiet der restriktiven Geschäftspraktiken.

(2) Jede Vertragspartei erklärt sich damit einverstanden, der anderen Vertragspartei alle wichtigen Informationen zur Verfügung zu stellen, die ihren Kartellbehörden bekannt werden und die restriktive Geschäftspraktiken berühren, die unabhängig von ihren Ursprung eine wesentliche Auswirkung auf den Binnen- oder Außenhandel der anderen Vertragspartei haben.

(3) Jede Vertragspartei erklärt sich damit einverstanden, dass ihre Kartellbehörden auf Ersuchen der anderen Vertragspartei für diese die Informationen, welche die andere Vertragspartei im Zusammenhang mit einer Angelegenheit nach Absatz 1 erbittet, beschaffen und liefern und auch sonst im Zusammenhang damit Rat und Beistand gewähren. Dieser Rat und Beistand umfassen, ohne unbedingt darauf beschränkt zu sein, den Austausch von Informationen und eine Zusammenfassung der bisherigen Erfahrungen in bezug auf bestimmte Praktiken, soweit eine Kartellbehörde der ersuchten Vertragspartei mit einer Praktik der in dem Ersuchen genannten Art zu tun gehabt hat oder darüber Informationen besitzt. Zu einem solchen Beistand gehört auch die Bereitschaft von Beamten der ersuchten Vertragspartei, in bezug auf jede Kartelluntersuchung oder jedes Kartellverfahren, auf Kartellgesetzgebung oder Kartellpolitik Informationen oder Stellungnahmen zur Verfügung zu stellen oder Zeugenaussagen zu machen, sowie die Übermittlung oder Bereitstellung von Dokumenten und juristischen Schriftsätze der Kartellbehörden der ersuchten Vertragspartei (oder ordnungsgemäß beglaubigter Abschriften davon).

(4) Eine Kartellbehörde einer Vertragspartei kann, wenn sie auf freiwilliger Grundlage Informationen oder Unterredungen von einer Person oder einem Unternehmen im Hoheitsbereich der anderen Vertragspartei zu erhalten wünscht, diese andere Vertragspartei ersuchen, der Person oder dem Unternehmen eine Mitteilung mit der Bitte um diese Informationen oder Unterredungen zu übermitteln. In diesem Fall übermittelt die andere Vertragspartei diese Mitteilung und teilt (gegebenenfalls) der Person oder dem Unternehmen auf Verlangen mit, dass die ersuchte Vertragspartei keine Einwände gegen die freiwillige Erfüllung der Bitte erhebt.

(5) Jede Vertragspartei erklärt sich damit einverstanden, dass ihre Kartellbehörden auf Verlangen einer Kartellbehörde der anderen Vertragspartei mit der ersuchenden Vertragspartei über die mögliche Abstimmung gleichzeitiger Kartelluntersuchungen oder -verfahren

in den beiden Staaten, die zusammenhängen oder einander berühren, konsultieren werden.

ARTIKEL 3

(1) Jede Vertragspartei kann den Beistand nach Artikel 2 ganz oder teilweise ablehnen oder ein Ersuchen um solchen Beistand unter von ihr selbst gestellten Bedingungen erfüllen, wenn sie feststellt,

- a) dass die Erfüllung durch den gesetzlichen Schutz der Vertraulichkeit oder durch andere innerstaatliche Rechtsvorschriften verboten wäre;
- b) dass die Erfüllung mit ihrer Sicherheit, ihrer öffentlichen Ordnung oder anderen wichtigen nationalen Interessen nicht in Einklang stünde;
- c) dass die ersuchende Vertragspartei nicht in der Lage oder nicht bereit ist, die von der ersuchten Vertragspartei gestellten Bedingungen einschliesslich solcher zur Wahrung der Vertraulichkeit der erbetenen Information zu erfüllen, oder;
- d) dass die ersuchende Vertragspartei aus einem der unter Buchstabe a, b oder c dargelegten Gründe nicht verpflichtet wäre, ein solches Ersuchen zu erfüllen, wenn es von der ersuchten Vertragspartei gestellt worden wäre.

(2) Eine Vertragspartei ist nicht verpflichtet, Zwangsmittel einzusetzen, um der anderen Vertragspartei im Rahmen dieses Abkommens Informationen zu beschaffen oder in anderer Weise Rat und Beistand zu gewähren.

(3) Eine Vertragspartei ist nicht verpflichtet, im Zusammenhang mit diesem Abkommen Anstrengungen zu unternehmen, die wahrscheinlich einen so hohen Personal- oder Mitteleinsatz erfordern, dass dies eine unbillige Erschwerung ihrer eigenen Vollstreckungsaufgaben darstellen würde.

ARTIKEL 4

(1) Jede Vertragspartei erklärt sich damit einverstanden, dass sie, soweit dies mit ihren innerstaatlichen Rechtsvorschriften, ihrer Sicherheit, ihrer öffentlichen Ordnung oder anderen wichtigen nationalen Interessen vereinbar ist, so handeln wird, dass sie Kartelluntersuchungen oder -verfahren der anderen Vertragspartei nicht behindert oder stört.

(2) Sobald die Anwendung der Kartellgesetze einer Vertragspartei einschließlich Kartelluntersuchungen oder -verfahren geeignet ist, wichtige Interessen der anderen Vertragspartei zu beeinträchtigen, wird diese Vertragspartei die andere Vertragspartei unterrichten und, soweit dies nach den Umständen angebracht ist, konsultieren und sich mit ihr abstimmen.

ARTIKEL 5

Die Vertraulichkeit der übermittelten Informationen ist nach Massgabe des Rechts der Vertragspartei, welche die Informationen

erhält, unter Einhaltung der von der Vertragspartei, welche die Informationen liefert, gestellten Bedingungen zu wahren. Jede Vertragspartei erklärt sich damit einverstanden, dass sie die nach diesem Abkommen erhaltenen Informationen nur für Zwecke ihrer Kartellbehörden nach Artikel 2 Absatz 1 verwenden wird.

ARTIKEL 6

(1) Nach Massgabe der Rechtsvorschriften der Vertragsparteien werden ihre jeweiligen Kartellbehörden dieses Abkommen durchführen und die sich daraus ergebenden Verpflichtungen erfüllen und in diesem Zusammenhang geeignete Verfahren entwickeln.

(2) Ersuchen um Beistand nach diesem Abkommen müssen schriftlich gestellt oder bestätigt werden, ausreichend spezifisch sein und soweit zweckdienlich folgende Angaben enthalten:

- a) die Kartellbehörde oder -behörden, an die das Ersuchen gerichtet ist;
- b) die Kartellbehörde oder -behörden, die das Ersuchen stellt oder stellen;
- c) die Art der Kartelluntersuchung oder des Kartellverfahrens, der Studie oder anderen Maßnahme, um die es geht;
- d) Zweck und Grund des Ersuchens sowie
- e) Namen und Anschriften von betroffenen Personen oder Unternehmen, sofern sie bekannt sind.

Solche Ersuchen können vorsehen, dass bestimmte Verfahren zu beachten sind oder dass ein Vertreter der ersuchenden Vertragspartei bei verlangten Verfahren oder im Zusammenhang mit anderen verlangten Massnahmen anwesend ist.

(3) Die ersuchende Vertragspartei ist soweit wie möglich über Zeit, Ort und Art der Massnahme zu unterrichten welche die ersuchte Vertragspartei auf ein Beistandsersuchen im Rahmen dieses Abkommens hin ergreifen wird.

(4) Kann ein solches Ersuchen nicht voll erfüllt werden, so hat die ersuchte Vertragspartei der ersuchenden Vertragspartei umgehend zu notifizieren, dass das Ersuchen abgelehnt wird oder nicht erfüllt werden kann; hierbei sind die Gründe für die Ablehnung, die von ihr in diesem Zusammenhang etwa gestellten Bedingungen und alle sonstigen für den Gegenstand des Ersuchens für zweckdienlich erachteten Angaben mitzuteilen.

ARTIKEL 7

Alle der ersuchten Vertragspartei bei der Erfüllung eines Beistandsersuchens im Rahmen dieses Abkommens erwachsenden direkten Kosten werden von der ersuchenden Vertragspartei auf Anforderung gezahlt oder erstattet. Diese direkten Kosten können Sachverständigenhonorare, Dolmetscherhonorare, Reise- und Tagegelder für Sachverständige, Dolmetscher und Bedienstete von Kartellbehörden, Schreib- und Reproduktionskosten und andere Nebenkosten

umfassen, nicht jedoch irgendeinen Teil der Bezüge der Bediensteten der Kartellbehörden.

ARTIKEL 8

Dieses Abkommen gilt auch für das Land Berlin, sofern nicht die Regierung der Bundesrepublik Deutschland gegenüber der Regierung der Vereinigten Staaten von Amerika innerhalb von drei Monaten nach Inkrafttreten des Abkommens eine gegenteilige Erklärung abgibt.

ARTIKEL 9

(1) Dieses Abkommen tritt einen Monat nach dem Tag in Kraft, an dem die Vertragsparteien einander durch einen Austausch diplomatischer Noten mitgeteilt haben, das alle innerstaatlichen rechtlichen Voraussetzungen für das Inkrafttreten erfüllt sind.

(2) Dieses Abkommen bleibt so lange in Kraft, bis eine Vertragspartei es gegenüber der anderen Vertragspartei schriftlich mit einer Frist von sechs Monaten kündigt.

GESCHEHEN zu Bonn am 23. Juni 1976 in zwei Urschriften, jede in deutscher und englischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist.

FÜR DIE REGIERUNG DER
BUNDESREPUBLIK
DEUTSCHLAND:

PETER HERMES

MARTIN GRÜNER

FÜR DIE REGIERUNG DER
VEREINIGTEN STAATEN VON
AMERIKA:

FRANK E. CASH, JR.

THOMAS E. KAUPER

By direction of the Federal Trade
Commission:

OWEN M. JOHNSON, JR.

BELGIUM
Criminal Investigations

*Agreement signed at Washington May 21, 1976;
Entered into force May 21, 1976.*

PROCEDURES FOR MUTUAL ASSISTANCE IN THE
ADMINISTRATION OF JUSTICE IN CONNECTION
WITH THE LOCKHEED AIRCRAFT CORPORATION
MATTER

The United States Department of Justice and the Belgian Comité Supérieur de Contrôle, hereinafter referred to as "the parties", confirm the following procedures in regard to mutual assistance to be rendered to agencies with law enforcement responsibilities in their respective countries with respect to alleged illicit acts pertaining to the sales activities in Belgium of the Lockheed Aircraft Corporation and its subsidiaries or affiliates.

1. All requests for assistance shall be communicated between the parties through the diplomatic channel, unless otherwise agreed.

2. Upon request, the parties shall use their best efforts to make available to each other relevant and material information, such as statements, depositions, documents, business records, correspondence or other materials, available to them concerning alleged illicit acts pertaining to the sales activities in Belgium of the Lockheed Aircraft Corporation and its subsidiaries or affiliates.

3. Such information shall be used exclusively for purposes of investigation conducted by agencies with law enforcement responsibilities and in ensuing criminal, civil and administrative proceedings, hereinafter referred to as "legal proceedings".

4. Except as provided in paragraph 5, or unless otherwise agreed, all such information made available by the parties pursuant to these procedures, and all correspondence between the parties relating to such information and to the implementation of these procedures, shall be kept confidential by both parties and shall not be disclosed to third parties, including government agencies having no law enforcement responsibilities, but excluding the Office of the Prime Minister of Belgium. Disclosure to other agencies having law enforcement responsibilities shall be conditioned on the recipient agency's acceptance of the terms set forth herein.

In the event of breach of confidentiality, the other party may discontinue cooperation under these procedures.

5. Information made available pursuant to these procedures may be used freely in ensuing legal proceedings in the requesting state in which an agency of the requesting state having law enforcement responsibilities is a party, and the parties shall use their best efforts to furnish the information for purposes of such legal proceedings in such form as to render it admissible pursuant to the rules of evidence in existence in the requesting state, including, but not limited to, certifications, authentications, and such other assistance as may be necessary to provide the foundation for the admissibility of evidence.

6. The parties shall give advance notice and afford an opportunity for consultation prior to the use, within the meaning of paragraph 5, of any information made available pursuant to these procedures.

7. Upon request, the parties agree to permit the interviewing of persons in their respective countries by law enforcement officials of the other party, provided advance notice is given of the identity of the persons to be interviewed and of the place of the interview. Representatives of the other party may be present at such interviews. The parties will assist each other in arranging for such interviews and will permit the taking of testimony or statements or the production of documents and other materials in accordance with the practice or procedure of the requesting state. The requesting party shall not pursue its request for an interview or for the production of documents and other materials if the requested party considers that it would interfere with an ongoing investigation or proceeding being conducted by the authorities of the requested party.

8. The parties shall use their best efforts to assist in the expeditious execution of letters rogatory issued by the judicial authorities of their respective countries in connection with any legal proceedings which may ensue in their respective countries.

9. The assistance to be rendered to a requesting state shall not be required to extend to such acts by the authorities of the requested state as might result in the immunization of any person from prosecution in the requested state.

10. All actions to be taken by a requested state will be performed subject to all limitations imposed by the domestic law of the country concerned. Execution of a request for assistance may be postponed or denied if execution would interfere with ongoing investigations or legal proceedings, criminal, civil and administrative, in the requested state.

11. Nothing contained herein shall limit the rights of the parties to utilize for any purpose information which is obtained by the parties independent of these procedures.

12. The mutual assistance to be rendered by the parties pursuant to these procedures is designed solely for their benefit, and is not intended or designed to benefit third parties, or to affect the admissibility of evidence under the laws of either the United States or Belgium.

Done at Washington, D.C. this 21st day of May, 1976.

For the Comité Supérieur de Contrôle of Belgium:

Pedro Delahaye [1]

For the United States Department of Justice:

John C. Keeney [3]

For the Embassy of Belgium:

W. Van Cauwenberg [2]

¹ Pedro Delahaye

² John C. Keeney

³ W. Van Cauwenberg

CANADA

Defense: Establishment of Communications Circuit

*Agreement signed at Ottawa and Washington January 7 and 19,
1976;
Entered into force January 19, 1976.*

LETTER OF AGREEMENT BETWEEN THE UNITED STATES AND THE CANADIAN NATIONAL DEFENCE HEADQUARTERS

1. This letter of agreement prescribes the provisions under which both parties will install, operate, and maintain a circuit for TOP SECRET narrative record traffic between the Pentagon Telecommunications Center (PTC), Washington, D.C., and the National Defence Headquarters (NDHQ), Ottawa, Canada.
2. The terms of said agreement follow:
 - a. The United States and Canada will each bear the site preparation, installation and recurring costs for their respective telecommunication terminal and associated cryptographic equipment hereafter referred to as terminals.
 - b. The United States and Canada will lease the full duplex, 100 word-per-minute circuit from termination points to the Canadian/United States border and pay for the lease, installation, and recurring costs within their respective territories.
 - c. The United States will provide Canada with appropriate keying material from its National Security Agency on a recurring basis.
 - d. The United States and Canada will each provide normal day-to-day maintenance and logistic support for their respective terminals.
 - e. The United States and Canada each maintain the right to suspend, limit (e.g. minimize), or terminate the handling of traffic when necessary, in accordance with the policies and procedures applicable to United States or Canadian traffic handling procedures.
 - f. Neither party shall be held liable for damages resulting from any failure of the equipment, system, or handling of record traffic under the provisions of this agreement.
 - g. This agreement is effective on the date signed by the United States and Canadian signatories and will be reviewed annually until such time as the Canadian Defence Data Network is interconnected with the US AUTODIN. It may be terminated 30 days after notice of termination is given by either country.

Signed:

FOR THE GOVERNMENT OF
CANADA

R GAUTHIER

G.R. Gauthier

Colonel

Director General,

Communications Electronics Operations

At Ottawa

Date 7 Jan 76

FOR THE GOVERNMENT OF
THE UNITED STATES

LEE M. PASCHALL

Lee M. Paschall

Lieutenant General, USAF

Director,

Defense Communications Agency

At Washington

Date 19 Jan 76

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements to Curb Illegal Production and Traffic

*Agreement effected by exchange of letters
Signed at México February 4, 1976;
Entered into force February 4, 1976.*

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE UNITED STATES OF AMERICA

FEBRUARY 4, 1976

His Excellency
Lic. PEDRO OJEDA PAULLADA
Attorney General
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 México and the United States to curb the illegal production and traffic in narcotics, I am pleased to advise you that the Government of the United States is willing to enter into additional cooperative arrangements with the Government of México in order to support the efforts of the Government of México to reduce such traffic.

The United States Government will provide to the Government of México, film, paper, chemicals, and other consumables which are deemed necessary for use in the multispectral aerial photographic poppy detection systems during the period from November 2, 1975 until October 31, 1976, at a cost to the United States Government not to exceed Fifty Thousand Dollars (Dollars 50,000.00), in addition to any other cooperative arrangements which have been or may be agreed to between our two governments. The United States Government agrees to provide up to One Million, Two Hundred Fifty Thousand Dollars (Dollars 1,250,000.00) for the purchase of miscellaneous supplies, equipment, and services, as mutually agreed upon, in direct support of eradication programs through June 30, 1976.

It is understood that the provisions of all previous agreements between the Government of the United States and the Government

of México in relation to the narcotics control effort of the Government of México 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 México, this letter and your reply shall constitute an agreement between our two governments.

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

JOSEPH JOHN JOVA

Joseph John Jova
Ambassador

The Mexican Attorney General to the American Ambassador

México, D.F., 4 de febrero de 1976.

Excelentísimo Señor

JOSEPH JOHN JOVA.

*Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Ciudad.*

ESTIMADO SEÑOR EMBAJADOR:

Me permito dar contestación a su atentacarta de esta fecha, cuyo texto vertido al español es comosigue:

“.Confirmando recientes conversaciones entre funcionarios de nuestros dos gobiernos relativas a la cooperación entre México y los Estados Unidos para frenarel tráfico y la producción ilegal de estupefacientes, mecomplace avisarle que el Gobierno de los Estados Unidos está dispuesto a concertar con el Gobierno de México arreglos cooperativos adicionales con el fin de apoyar los esfuerzos del Gobierno de México para reducir dicho tráfico.

El Gobierno de los Estados Unidos proporcionará al Gobierno de México películas, papel, productos químicos y otros artículos consumibles que se consideran necesarios para su uso en los sistemas de detección de cultivos de adormidera por fotografía aérea multispectral durante el período del 2 de noviembre de 1975 al 31 de octubre de 1976, a un costo para el Gobierno de los Estados Unidos que no ha de exceder de Cincuenta Mil Dólares (50,000.00). Además de cualesquiera otros arreglos cooperativos que sehubieren convenido, o que pudieran convenirse entre nuestros dos gobiernos,

El Gobierno de los Estados Unidos acuerda proporcionar hasta Un Millón Doscientos Cincuenta Mil Dólares (1.250,000.00 dólares) para la compra de suministros, equipos y servicios diversos, como se ha acordado mutuamente, en apoyo directo de los programas de erradicación—hasta el 30 de junio de 1976.

Se tiene por entendido que las disposiciones de todos los acuerdos previos entre el Gobierno de los Estados Unidos y el Gobierno de México en relación con los esfuerzos del Gobierno de México para el control de-estupefacientes, permanecen en pleno vigor y efecto y serán aplicables a este acuerdo, a menos que se modifiquen expresamente.

Si lo que antecede es aceptable para el Gobierno de México, esta carta y su respuesta constituirán un acuerdo entre nuestros dos gobiernos".

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

Aprovecho esta oportunidad para reiterarla usted las seguridades de mi más alta y estima personal.

Sufragio Efectivo. No Reección.

El Procurador General.

PEDRO OJEDA PAULLADA

Lic. Pedro Ojeda Paullada.

TRANSLATION

UNITED MEXICAN STATES
Federal Executive Branch
Office of the Attorney General
of the Republic

Mexico, D.F., February 4, 1976

His Excellency
Joseph John Jova
Ambassador Extraordinary
and Plenipotentiary of the
United States of America
Mexico City

Mr. Ambassador:

I am replying to your letter of today's date, which in Spanish
translation reads as follows:

[For the English language text, see pp. 1973-1974.]

I wish to inform you that the Government of Mexico is in agreement
with the terms of the transcribed letter.

I avail myself of this opportunity to renew to you the assurances
of my highest consideration and personal esteem.

Effective suffrage. No reelection.

Pedro Ojeda Paullada

Pedro Ojeda Paullada
Attorney General

MEXICO

Narcotic Drugs: Cooperative Arrangements to Curb Illegal Production and Traffic

*Agreement amending the agreements of December 11, 1974,
as amended, and February 4, 1976.*

Effectuated by exchange of letters

Signed at México May 18, 1976;

Entered into force May 18, 1976.

The American Ambassador to the Mexican Attorney General

MAY 18, 1976

His Excellency

Lic. PEDRO OJEDA PAULLADA

Attorney General of the Republic

San Juan de Letran No. 9

Mexico, D.F., Mexico

DEAR MR. ATTORNEY GENERAL:

I refer to our Agreement of February 4, 1976,[¹] concerning assistance that the Government of the United States will provide to the Government of Mexico to support its efforts to reduce the illegal production and traffic of narcotics.

The Government of the United States would now like to specify more precisely what categories of assistance are being provided as previously agreed to by our representatives under the subject Agreement but not set forth therein.

Apart from the previously mentioned film, paper, chemicals, and other consumables costing approximately fifty thousand dollars, which the Government of the United States will provide under the aforesaid Agreement for use in the multi-spectral aerial photographic poppy detection systems during the period from November 2, 1975, to October 31, 1976, the Government of the United States agreed it would provide miscellaneous services, equipment and supplies at a cost not to exceed one million two hundred fifty thousand dollars (\$1,250,000).

The aforesaid supplies, equipment and services include, but are not limited to the following: Microfoil spray systems, accessories and two

¹ TIAS 8294; *ante*, p. 1973.

technicians on temporary duty in Mexico to assist in their installation and operation at an estimated cost of no more than five hundred fifty thousand dollars (\$550,000). In addition, the Government of the United States will provide miscellaneous additional equipment, services and supplies as further or urgent requirements for them arise during the eradication and interdiction program, estimated to cost no more than one hundred thirty-five thousand dollars (\$135,000).

The Government of the United States will reimburse the Government of Mexico for contract services it concluded for the provision of flight instructors for training of Mexican pilots in the use of the micro-foil spray systems, at an estimated cost of no more than three hundred fifteen thousand dollars (\$315,000).

In addition, the Government of the United States will reimburse 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 support personnel as mutually agreed upon exclusively dedicated to the program to curb illegal production and trafficking in narcotics for a period, unless otherwise agreed not to exceed twelve months, from February 4, 1976, to February 3, 1977, and in an amount not to exceed eighty thousand dollars (\$80,000). The Government of Mexico agrees to provide documentation which both governments mutually agree is appropriate and acceptable, to verify the above-mentioned expenses when a request for reimbursement is made (or an accounting in the case of an advance of funds), in accordance with the terms of this Agreement.

Due to requirements which have arisen since the Agreement of February 4, 1976, my Government would now like to increase the cost ceiling of the aforesaid Agreement from not to exceed one million three hundred thousand dollars (\$1,300,000) to an amount not to exceed one million six hundred seventy-five thousand dollars (\$1,675,000). With this addition of three hundred and seventy-five thousand dollars (\$375,000), the Government of the United States will cover costs of aircraft maintenance, spares, support equipment and accessories at an estimated cost not to exceed five hundred forty-five thousand dollars (\$545,000).

Since the exact cost of each item covered by this Agreement cannot be predetermined, the amount allocated for each category may be increased up to fifty-thousand dollars (\$50,000) or decreased in any amount without the need for a formal amendment to this Agreement. However, the total cost to the Government of the United States will not exceed one million six hundred seventy-five thousand dollars (\$1,675,000).

Further, my Government wishes to amend the Agreement of December 11, 1974, as amended by the Letter of Agreement of February 24, 1975.¹ Under these Agreements, the cost ceiling on the provision of advisory aircraft maintenance and supply services was established in an amount not to exceed one million six hundred

¹ TIAS 8108; 26 UST 1274.

thousand dollars (\$1,600,000). In a number of instances, assistance agreed upon by our two Governments under other agreements has been and can be in the future provided most expeditiously through the services of the Bell Helicopter Company. To avoid the requirement for additional and possibly repeated amendments placing a monetary ceiling on these services, we propose to revise the language set forth in the Agreement of December 11, 1974, as amended by the Letter of Agreement of February 24, 1975, to read as follows:

"The total cost to the Government of the United States of this maintenance and supply support program under this Agreement will not exceed one million six hundred thousand dollars (\$1,600,000) provided, however, additional funds made available under other agreements may be added to such contract when in the opinion of the United States furnishing of assistance can best be carried out through such contract."

If the foregoing is acceptable to the Government of Mexico, this letter and your reply will constitute an amendment to both the Agreement of February 4, 1976, and the Agreement of December 11, 1974. Except as otherwise expressly modified herein, such agreements remain in full force and effect.

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

Sincerely,

JOSEPH JOHN JOVA

Joseph John Jova
Ambassador

The Mexican Attorney General to the American Ambassador

PROCURADURÍA GENERAL
DE LA
REPÚBLICA

México, D. F., 18 de mayo de 1976.

Excelentísimo Señor
Joseph John Jova.
EmbaJador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Ciudad.

Estimado Señor Embajador:

Me permito dar contestación a su atenta carta de esta fecha, cuyo texto vertido al español es como sigue:

" Hago referencia a nuestro Acuerdo del 4 de febrero de 1976, relativo a la asistencia que el Gobierno de los Estados Unidos proporcionará al Gobierno de México con el fin de apoyar sus esfuerzos para reducir la producción y el tráfico ilegales de estupefacientes.

El Gobierno de los Estados Unidos en esta oportunidad, desechará especificar con mayor precisión las categorías de asistencia que se están proporcionando según lo acordaron anteriormente nuestros representantes conforme al Acuerdo sobre el tema, si bien dichas categorías no se enunciaron en el mismo.

Además de las películas, papel, productos químicos y otros productos consumibles a un costo aproximado de cincuenta mil dólares, que el Gobierno de los Estados Unidos proporcionará conforme al antedicho Acuerdo para el uso en los sistemas de detección de cultivos de adormidera por fotografía aérea multiespectral, durante el periodo del 2 de noviembre de 1975 al 31 de octubre de 1976, el Gobierno de los Estados Unidos acordó que proporcionaría suministros, equipos y servicios diversos, a un costo que no excederá de un millón doscientos cincuenta mil dólares (1,250,000.00 dólares)

Los suministros, equipos y servicios diversos indicados anteriormente incluyen, pero no se limitan, a los siguientes: sistemas de aspersión de "microfoil", accesorios y dos técnicos asignados temporalmente en México para prestar asistencia en su instalación y operación, a un costo --

estimado que no ha de exceder de quinientos cincuenta mil dólares (550,000.00 dólares). Además, el Gobierno de los Estados Unidos proporcionará suministros, equipos y servicios diversos adicionales, a medida que surja su necesidad en caso de urgencia, durante el programa de erradicación y supresión, a un costo que no ha de exceder de ciento treinta y cinco mil dólares (135,000.00 dólares).

El Gobierno de los Estados Unidos reembolsará al Gobierno de México, por servicios bajo contrato que este último haya concertado para procurar instructores de vuelo para adiestrar a pilotos mexicanos en el uso de los sistemas de -aspersión de "microfoil", por un costo aproximado que no ha de exceder de trescientos quince mil dólares (315,000.00 dólares).

Además, el Gobierno de los Estados Unidos - reembolsará al Gobierno de México por un monto igual al costo de remuneraciones complementarias a salarios, para aumento de las restricciones actuales en materia de escalas salariales de la Procuraduría General para personal de apoyo, tal y como sea acordado mutuamente, que se dedican exclusivamente al --programa para frenar la producción y el tráfico ilegales de estupefacientes durante un periodo que, a menos que se acuerde lo contrario, no ha de exceder de 12 meses, del 4 de febrero - de 1976 al 3 de febrero de 1977, y por una cantidad no mayor - de ochenta mil dólares (80,000.00 dólares). El Gobierno de - México acuerda proporcionar la documentación que ambos gobiernos acuerden sea apropiada y aceptable para comprobar los gastos antes mencionados, cuando se presente una solicitud de reembolso (o la rendición de cuentas necesaria en el caso de - un anticipo de fondos), de conformidad con los términos del -- presente Acuerdo.

Debido a los requisitos que han surgido desde el Acuerdo del 4 de febrero de 1976, mi Gobierno desearía en - esta oportunidad aumentar el costo tope de dicho Acuerdo que - no habría de exceder de un millón trescientos mil dólares - - - (1.300.000.00 dólares), a un monto no mayor de un millón --- seiscientos setenta y cinco mil dólares (1.675.000.00 dólares). Con este aumento de trescientos setenta y cinco mil dólares -- (375.000.00 dólares), el Gobierno de los Estados Unidos cubrirá los costos de mantenimiento, piezas de repuesto, equipos - de apoyo y accesorios para aeronaves, a un costo estimado que no ha de exceder de quinientos cuarenta y cinco mil dólares -- (545,000.00 dólares).

Dado que no es posible determinar de antemano el costo exacto de cada rubro cubierto por el presente Acuerdo, - el monto asignado a cada categoría podrá aumentarse hasta en -- cincuenta mil dólares (50,000.00 dólares) adicionales o disminuirse por cualquier cantidad sin necesidad de que se enmiende oficialmente el presente Acuerdo. Sin embargo, el costo total para el Gobierno de los Estados Unidos no ha de exceder de un millón seiscientos setenta y cinco mil dólares (1,675,000.00 dólares).

Además, mi Gobierno deseaba enmendar el Acuerdo del 11 de diciembre de 1974, según fué enmendado por la Carta de Acuerdo del 24 de febrero de 1975. Conforme a esos Acuerdos, el tope del costo en cuanto a las disposiciones sobre los servicios de asesoramiento relativos al mantenimiento y abastecimiento de aeronaves se estableció en un monto que no excedería de un millón seiscientos mil dólares (1,600,000.00 dólares). En varias ocasiones, la asistencia que se acordó entre nuestros dos gobiernos conforme a otros Acuerdos ha sido, - y puede seguir siendo, proporcionada con mayor rapidez por conducto de los servicios de la Bell Helicopter Company. Para evitar el requisito de más enmiendas y quizás enmiendas repetidas que fijen un tope monetario para estos servicios, proponemos una modificación del texto del Acuerdo del 11 de diciembre de 1974, según fué enmendado por la Carta de Acuerdo del 24 de febrero de 1975. El nuevo texto quedaría redactado como sigue:

" El costo total para el Gobierno de los Estados Unidos de este programa de apoyo de mantenimiento y suministros no excederá de un millón seiscientos mil dólares (1,600,000.00 dólares), disponiéndose, sin embargo, que fondos adicionales disponibles conforme a otros acuerdos podrán agregarse a dicho contrato cuando, en la opinión de los Estados Unidos, la prestación de asistencia podrá realizarse mejor por medio de tal contrato. "

Si lo anterior es aceptable para el Gobierno de México, esta carta y su respuesta constituirán una enmienda al Acuerdo del 4 de febrero de 1976 y al Acuerdo del 11 de diciembre de 1974. Salvo según hayan sido expresamente modifi-

cados por la presente, tales acuerdos seguirán en pleno vigor y tendrán pleno efecto. "

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

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

SUFRAGIO EFECTIVO, NO REELECCION.
EL PROCURADOR GENERAL.

LIC. PEDRO OJEDA PAULLADA.

TRANSLATION

UNITED MEXICAN STATES
Office of the Attorney General
of the Republic

Mexico, D.F., May 18, 1976

Dear Mr. Ambassador:

I am replying to your letter of May 18, 1976, the text of which,
translated into Spanish, is as follows:

[For the English language text, see pp. 1977-1979.]

I wish to inform you that the terms of the letter transcribed above
are acceptable to the Government of Mexico.

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

Pedro Ojeda Paullada

Pedro Ojeda Paullada
Attorney General

His Excellency
Joseph John Jova
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Mexico, D.F.

MEXICO

Narcotic Drugs: Indemnification for Liability From Flight Operations

*Agreement effected by exchange of letters
Signed at México September 12, 1975;
Entered into force September 12, 1975.*

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
Mexico, D.F.

September 12, 1975

Lic. Pedro Ojeda Paullada
Attorney General
San Juan de Letran No. 9
Mexico, D.F.

Dear Mr. Attorney General:

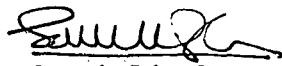
I refer to the recent series of cooperative agreements relative to curbing the illegal traffic in narcotics and the support therefore provided by the United States. Included in this support is Mexican aircraft operations training both by United States Government employees and by a personal services contractor to the United States Government.

In connection with the training operations of your aircraft by such personnel, the United States Government would like your assurances that neither such personnel nor the United States Government will be liable in the event of loss or damage to any property or injury or death to any persons arising out of such aircraft operations training.

We propose that the Mexican Government indemnify and safeguard the United States Government, its personnel and its contractors, who perform flight operations in support of the cooperative program for the above mentioned liabilities.

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.


Joseph John Jova
Ambassador

The Mexican Attorney General to the American AmbassadorPROCURADURÍA GENERAL
DE LA
REPÚBLICA

México, D. F., septiembre 12 de 1975.

Excelentísimo Señor
Joseph John Jova.
EmbaJador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Paseo de la Reforma No. 305.
C i u d a d .

Excelentísimo Señor Embajador:

Me es grato dar respuesta a su atenta -
comunicación de fecha 10 del mes en curso, cuyo texto vertido al
español es como sigue:

"Hago referencia a la reciente serie de
acuerdos cooperativos relativos a la contención del tráfico ilícito
de narcóticos y al apoyo extendido para tal finalidad por los -
Estados Unidos. Dicho apoyo incluye el entrenamiento de perso-
nal de vuelo para las operaciones de las aeronaves mexicanas,-
tanto por parte de empleados del Gobierno de los Estados Uni-
dos, como de una entidad especializada en servicios personales-
contratada por el propio Gobierno de los Estados Unidos.

En relación con las operaciones de en--
trenamiento para la operación de vuestras aeronaves por parte-
de dicho personal, el Gobierno de los Estados Unidos desearía -
contar con sus seguridades de que ni dicho personal, ni el Go---
bierno de los Estados Unidos serán responsables en el caso de -
pérdidas o perjuicios a cualquier propiedad, o por lesiones o ---
muerte de cualesquiera personas, que emanen de dicho entrena--
miento para las operaciones de las aeronaves.

Proponemos que el Gobierno de México-
indemnize y salvaguarde al Gobierno de los Estados Unidos, a --
su personal y contratistas que cumplen operaciones de vuelo en --
apoyo del programa cooperativo, respecto de las responsabilida--
des antes mencionadas.

Sí lo que antecede es aceptable para el Gobierno de México, esta carta y la respuesta de Vuestra Excelencia constituirán un acuerdo entre nuestros Gobiernos.

Hago propicia esta oportunidad para -- reiterar a Vuestra Excelencia las seguridades de mi más elevada consideración y estima personal."

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

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

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

LIC. PEDRO OJEDA PAULLADA.

TRANSLATION

UNITED MEXICAN STATES
Office of the Attorney General

Mexico, D.F., September 12, 1975

His Excellency
Joseph John Jova
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Paseo de la Reforma 305
Mexico, D.F.

Your Excellency:

I take pleasure in replying to your communication of September 10, 1975, the Spanish translation of which reads as follows:

[For the English language text, see p. 1985.]

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

I avail myself of this opportunity to renew to you, Mr. Ambassador, the assurances of my highest consideration and personal esteem.

Effective suffrage. No reelection.

Pedro Ojeda Paullada

Pedro Ojeda Paullada
Attorney General

MEXICO

Narcotic Drugs: Additional Cooperative Arrangements To Curb Illegal Traffic

*Agreement effected by exchange of letters
Signed at México June 30, 1976;
Entered into force June 30, 1976.*

The American Ambassador to the Mexican Attorney General

JUNE 30, 1976

His Excellency
Lic. PEDRO OJEDA PAULLADA
*Attorney General of the Republic
San Juan de Letran No. 9
Mexico, D.F., Mexico*

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 is willing to enter into additional cooperative arrangements with the Government of Mexico to reduce such traffic. These additional arrangements in some cases have the effect of extending or amending prior cooperative arrangements to the extent provided for herein.

The United States Government, for its part, will provide the following equipment, personnel, training, and technical support as may be deemed useful and desireable by the Government of Mexico.

(1) Subject to their availability on a timely basis, one additional Bell Model 212 helicopter and spare parts at an estimated cost not to exceed one million dollars (\$1,000,000), three additional Bell Model 206 helicopters and spare parts at an estimated cost not to exceed seven hundred thousand dollars (\$700,000), and one cargo-type, short take off and landing aircraft plus spares at an estimated cost not to exceed one million one hundred eighty thousand dollars (\$1,180,000). In addition, the funds for repair of a damaged Bell Model 212 helicopter at an estimated cost not to exceed three hundred fifty thousand dollars (\$350,000).

(2) The United States Government will provide additional telecommunications equipment at an estimated cost not to exceed

four hundred seventy-one thousand dollars (\$471,000); two additional spray equipment systems and related spare parts at an estimated cost not to exceed two hundred thousand dollars (\$200,000), such personal safety equipment, audio visual equipment, spare parts for previously-furnished equipment, first aid, emergency locator transmitter monitors, duplicating equipment and other miscellaneous equipment, supplies, and services as may be desireable or required at an estimated cost not to exceed two hundred thirty thousand dollars (\$230,000).

(3) The United States Government will provide on a reimbursable basis funds not to exceed the sum of two hundred forty-five thousand dollars (\$245,000) towards the cost of contract personnel under your existing contract with Evergreen Helicopters Inc.; Three instructor pilots to be available for 183 days each effective 1 June 1976, two additional instructor pilots to be available for 106 days each effective 15 August 1976, and one ground equipment support technician for 198 days effective 1 June 1976.

(4) In addition to the services of an aviation advisor now being provided, the United States Government will provide the services of a technical support and maintenance advisor and a telecommunications technician, all for twelve months at an estimated cost not to exceed one hundred twenty-five thousand dollars (\$125,000).

(5) The United States Government will provide at an estimated cost not to exceed one hundred twenty-five thousand dollars (\$125,000) the following training personnel: One instructor pilot for maintenance test flight training for twelve months and one instructor pilot for rotary wing aircraft training for a period of six months. In addition, the United States Government shall provide for training in the United States of one Mexican unit flight safety officer for a period of six months at an estimated cost of sixteen thousand dollars (\$16,000).

(6) The United States Government will provide six hundred thousand dollars (\$600,000) under the Bell Helicopter Company contract again to extend the services of the nine aviation mechanics, effective 5 July 1976 for an additional period of 293 days each.

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 shall constitute an agreement between our two Governments.

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

JOSEPH JOHN JOVA

Joseph John Jova
Ambassador

The Mexican Attorney General to the American Ambassador

PROCURADURÍA GENERAL
DE LA
REPÚBLICA

México, D. F., junio 30 de 1976.

Excelentísimo Señor
Joseph John Jova.
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Ciudad.

Estimado Señor Embajador:

Me permite dar contestación a su atenta carta--
de esta fecha, cuyo texto vertido al español es como sigue:

" Confirmando conversaciones celebradas recien-
temente entre funcionarios de nuestros dos Gobiernos en lo re-
lacionado con la cooperación entre México y los Estados Unidos
a fin de contener el tráfico ilegal de narcóticos, me complace
comunicarle que el Gobierno de los Estados Unidos está dispues-
to a concertar acuerdos cooperativos adicionales con el Gobier-
no de México para reducir tal tráfico. En algunos casos estos
acuerdos adicionales tienen el efecto de extender o enmendar -
los acuerdos cooperativos previos en la medida aquí prevista.

Por su parte, el Gobierno de los Estados Uni-
dos, suministrará la siguiente ayuda en cuanto a equipo, perso-
nal, capacitación y ayuda técnica según el Gobierno de México--
lo considere útil y deseable:

1. Sujeto a la disponibilidad de los mismos so-
bre una base oportuna: Un helicóptero adicional Bell, modelo -
212, con refacciones, a un costo estimado no mayor de Un Millón
de Dólares (1.000.000.00 dólares); tres helicópteros adiciona-
les Bell, modelos 206, con refacciones, a un costo estimado no
mayor de Setecientos Mil Dólares (700.000.00 dólares); y una -
aeronave de carga, de despegue y aterrizaje a corta distancia,
con refacciones, a un costo estimado no mayor de Un Millón —
Ciento Ochenta Mil Dólares (1.180.000.00 dólares). Además, se

suministrarán fondos destinados a la reparación de un helicóptero averiado marca Bell, modelo 212, a un costo no mayor de Tres cientos Cincuenta Mil Dólares (350,000.00 dólares).

2. El Gobierno de los Estados Unidos suministrará equipo adicional de telecomunicaciones a un costo estimado — no mayor de Cuatrocientos Setenta y Un Mil Dólares (471,000.00 dólares); dos equipos de aspersión adicionales con sus respectivas refacciones a un costo no mayor de Doscientos Mil Dólares — (200,000.00 dólares); equipos de seguridad personal, equipo — audiovisual, refacciones para equipos previamente suministrados, equipos de primeros auxilios, transmisor localizador de emergencias, equipos duplicadores y otros equipos y servicios misceláneos como fueren deseables o necesarios, a un costo estimado no mayor de Doscientos Treinta Mil Dólares (230,000.00 dólares).

3. El Gobierno de los Estados Unidos suministrará fondos sobre una base reembolsable en una cantidad no mayor de Doscientos Cuarenta y Cinco Mil Dólares (245,000.00 dólares) aplicables al costo de personal contratado conforme al contrato que ustedes tienen con la Evergreen Helicopter, Inc. Habrá tres pilotos instructores disponibles durante un período de 183 días cada uno, comenzando el 10. de junio de 1976; dos pilotos instructores adicionales disponibles durante un período de 105 — días cada uno, comenzando el 15 de agosto de 1976, y un técnico de equipo terrestre durante un período de 198 días, comenzando el 10. de junio de 1976.

4. Además de los servicios de un asesor aéreo — que se proveen actualmente, el Gobierno de los Estados Unidos — suministrará los servicios de un asesor de mantenimiento y apoyo técnico y de un técnico en comunicaciones durante un período de doce meses a un costo estimado no mayor de Ciento Veinticinco Mil Dólares (125,000.00 dólares).

5. El Gobierno de los Estados Unidos suministrará, a un costo estimado, no mayor de Ciento Veinticinco Mil Dólares (125,000.00 dólares), los servicios del siguiente personal de capacitación: Un piloto instructor para adiestramiento — en materia de vuelos de prueba relacionados con mantenimiento,— durante un período de doce meses; un piloto instructor para —

ediestramiento en el manejo de aeronaves de ala giratoria, durante un período de seis meses. Además, el Gobierno de los Estados Unidos costeará la capacitación, en los Estados Unidos, de un oficial de seguridad de vuelo Mexicano durante un período de seis meses a un costo estimado de Dieciseis Mil Dólares (16.000.00 dólares).

6. El Gobierno de los Estados Unidos suministrará Seiscientos Mil Dólares (600.000.00 Dólares), conforme al contrato con la Bell Helicopter Company, para prolongar de nuevo los servicios de nueve mecánicos de aviación, comenzando el 5 de julio de 1976, durante un período adicional de 293 días cada uno.

Se entiende que las disposiciones de todos los acuerdos previos entre el Gobierno de México y el Gobierno de los Estados Unidos en relación con los esfuerzos del Gobierno de México para controlar el tráfico de narcóticos se mantienen vivientes en su totalidad y aplicables a este acuerdo, a menos que por la presente se les modifique expresamente.

De ser lo anterior aceptable para el Gobierno de México, esta carta y la respuesta de usted constituirán un acuerdo entre nuestros dos gobiernos."

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

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

SUFRAGIO EFECTIVO. NO REELECCION.
EL PROCURADOR GENERAL.

LIC. PEDRO OJEDA PAULLADA.

TRANSLATION

UNITED MEXICAN STATES
Office of the Attorney General
of the Republic

Mexico, D.F., June 30, 1976

His Excellency
Joseph John Jova
Ambassador Extraordinary
and Plenipotentiary of the
United States of America,
Mexico, D.F.

Dear Mr. Ambassador:

I am replying to your letter of June 30, 1976, the text of which,
translated into Spanish, is as follows:

[For the English language text, see pp. 1990-1991.]

I wish to inform you that the terms of the letter transcribed
above are acceptable to the Government of Mexico.

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

Effective signature. No reelevation.

Pedro Ojeda Paullada

Pedro Ojeda Paullada
Attorney General

MEXICO

Narcotic Drugs: Provision of Helicopters to Curb Illegal Production and Traffic

*Agreement effected by exchange of letters
Signed at México October 24 and 29, 1975;
Entered into force October 29, 1975.*

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

OCTOBER 24, 1975

His Excellency

Lic. PEDRO OJEDA PAULLADA
*Attorney General of the Republic
San Juan de Letran No. 9
Mexico, D.F., Mexico*

DEAR MR. ATTORNEY GENERAL:

In confirmation of recent conversations between officials of our two Governments relating to the cooperation between Mexico and the U.S. to curb the production and traffic in illegal narcotics, I am pleased to advise you that the Government of the United States is willing to enter into additional cooperative arrangements with the Government of Mexico in order to support the efforts of the Government of Mexico to reduce such production and traffic.

Subject to their availability on a timely basis, the United States Government will provide material support consisting of two (2) Bell 212 helicopters at a unit cost not to exceed eight hundred thousand dollars (U.S. \$800,000.00).

The helicopters provided hereunder are to be used by the Office of the Attorney General of Mexico to interdict the flow of illicit narcotics through Mexico and to locate and eradicate opium poppy, marijuana, and other plants from which narcotics substances are derived. It is further understood that the use of this equipment shall be restricted to these purposes, except that nothing in this agreement shall preclude its use in times of natural disaster to prevent loss of life or otherwise engage in humanitarian undertakings.

The Government of Mexico agrees that, at the request of the Embassy of the United States, the Office of the Attorney General shall provide to the personnel of the United States Government access to

the equipment for the purpose of verifying its usage and condition of service. It is also understood that through the Embassy of the United States in Mexico, personnel of the United States Government and the Office of the Attorney General of Mexico shall exchange semi-annually, and at other times mutually agreed upon, information in writing on the specific efforts undertaken in relation to the purposes and objectives of 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.

Sincerely,

ROBERT M. BRANDIN

Robert M. Brandin
Charge d'affaires a.i.

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



México, D.F., 29 de octubre de 1975.

PROCURADURÍA GENERAL
DE LA
REPÚBLICA

Su Señoría
Robert M. Brandin.
Encargado de Negocios a. i. de la
Embajada de los Estados Unidos de América.
Paseo de la Reforma No. 305,
Ciudad.

Estimado señor Brandin:

Mé es grato dar respuesta a su atenta comunicación - de fecha 24 del mes en curso, cuyo texto vertido al español es como sigue:

"""Confirmando recientes conversaciones entre funcionarios de nuestros dos gobiernos, relativas a la cooperación entre México y los Estados Unidos para frenar la producción y el tráfico de estupefacientes ilícitos, me complace informarle que el Gobierno de los Estados Unidos está dispuesto a concertar un acuerdo cooperativo adicional con el Gobierno de México con el fin de apoyar los esfuerzos del Gobierno de México para abatir tal producción y tráfico.

Sujeto a su disponibilidad sobre una base oportuna, el Gobierno de los Estados Unidos proporcionará apoyo material que --- consistirá en dos (2) helicópteros Bell 212 a un costo unitario que no excederá los ochocientos mil dólares (dólares 800,000).

Los helicópteros suministrados al amparo del presente acuerdo habrán de ser usados por la Procuraduría General de la República para interceptar el flujo de estupefacientes ilícitos a través de México y para localizar y erradicar adormideras, marihuana y otras plantas de las que se derivan substancias narcóticas. Tiéndese entendido, asimismo que el uso de este equipo se limitará a dichos propósitos, excepto que ninguna de las disposiciones de este acuerdo ha de impedir su uso en caso de catástrofes naturales para prevenir la pérdida de vidas, o su empleo en otras actividades de carácter humanitario.

El Gobierno de México conviene en que, a -- solicitud de la Embajada de los Estados Unidos, la Procuraduría General de la República concederá al personal del Gobierno de Los Estados Unidos acceso al equipo con el propósito de verificar su uso -- y sus condiciones de servicio. También queda entendido que, por -- conducto de la Embajada de Los Estados Unidos en México, personal del Gobierno de Los Estados Unidos y de la Procuraduría General de la República de México intercambiarán semestralmente y en cualesquier otros momentos en que se convengan de común acuerdo, información por escrito sobre los esfuerzos específicos emprendidos en relación con los propósitos y objetivos de este acuerdo.

Si lo que antecede es aceptable para el Gobierno de México, esta nota y su respuesta constituirán un acuerdo - entre nuestros dos Gobiernos.

Hago propicia esta oportunidad para reiterar a vuestra excelencia las seguridades de mi más elevada consideración y estima personal. ""

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

Me es grato reiterarle a su Señoría, las - seguridades de mi atenta consideración y estima personal.

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

LIC. PEDRO OJEDA PAULLADA.

Translation

UNITED MEXICAN STATES
FEDERAL EXECUTIVE BRANCH
OFFICE OF THE ATTORNEY
GENERAL OF THE REPUBLIC

Mexico, D.F., October 29, 1975

The Honorable

ROBERT M. BRANDIN,

*Chargeé d'Affaires ad interim,
Embassy of the
United States of America,
Mexico, D.F.*

DEAR MR. BRANDIN:

I am pleased to reply to your communication of October 24, 1975, the text of which reads as follows in Spanish:

[For the English language text, see pp. 1996-1997.]

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

I am pleased to renew to you the assurances of my high consideration and personal esteem.

Effective suffrage. No reelection.

PEDRO OJEDA PAULLADA

Pedro Ojeda Paullada
Attorney General

INDONESIA

Narcotic Drugs: Drug Enforcement Administration Representative

*Understandings effected by exchange of letters
Signed at Jakarta April 1, 1975;
Entered into force April 1, 1975.*

*The Regional Director, United States Drug Enforcement Administration,
to the Indonesian Chairman of BAKOLAK*

JAKARTA, INDONESIA

APRIL 1, 1975

General YOGA SOEGOMO
Chairman, BAKOLA
Jalan Senopati I/51
Jakarta

DEAR GENERAL YOGA:

I refer to the discussions held between representatives of BAKOLAK^[1] and the Drug Enforcement Administration (DEA), U.S. Department of Justice, on April 1, 1975, concerning the assignment of a DEA representative to the American Embassy in Jakarta. Through this letter I wish to confirm the following understandings reached during these discussions regarding the activities of the DEA representative.

(1) In accordance with arrangements worked out between the United States Embassy and the Department of Foreign Affairs of the Republic of Indonesia, the DEA representative will be a member of the staff of the United States Embassy, with the title of Attaché, and will have diplomatic status.

(2) It is understood that the assignment of a DEA representative with the American Embassy shall be continued so long as the Chairman of BAKOLAK and the United States Ambassador shall mutually agree that such an arrangement is required to advance the

¹ Coordinating Board for the Implementation of the Presidential Instruction No. 6/1971.

common interest of the Governments of Indonesia and the United States in preventing illegal traffic in narcotics and dangerous drugs.

(3) All activities of the DEA representative will be as determined by the United States Ambassador and the Chairman of BAKOLAK, in accordance with the agreed list of possible functions set forth in the annex to this letter.

(4) Overall coordination of the DEA representative's activities with the Indonesian Government will be through the Chairman of BAKOLAK or his designated representative. However, it is understood that the DEA representative will maintain operational contacts with Indonesian law enforcement agencies, subject to any specific limitations which the Chairman of BAKOLAK or his designated representative may wish to establish.

It would be appreciated if you could provide a written reply confirming that these understandings are satisfactory to the Government of the Republic of Indonesia.

Sincerely yours,

MICHAEL G. PICINI

Michael G. Picini
Regional Director
U.S. Drug Enforcement
Administration

Encl.

1) Annex as stated.

ANNEX

POSSIBLE FUNCTIONS OF DEA REPRESENTATIVE

1. To provide assistance in training members of Indonesian law enforcement agencies in narcotics law enforcement.
2. To assist Indonesian law enforcement agencies in conducting criminal investigations and police operations to prevent illegal trafficking in narcotics and dangerous drugs.
3. In coordination with Indonesian law enforcement agencies, to collect intelligence on illegal trafficking in narcotics and dangerous drugs.
4. To serve as a channel for exchange of information between Indonesian law enforcement agencies, the United States Embassy, and the DEA concerning illegal drug traffic affecting Indonesia and the United States. In this connection, the DEA representative will make available to Indonesian law enforcement agencies information received from U.S. sources around the world regard-

ing the illegal drug traffic in Indonesia. He will also receive and forward to DEA Headquarters any inquiries or requests for investigations received from Indonesian law enforcement agencies.

5. To carry out such other advisory, training, intelligence, and liaison activities relating to prevention of illegal drug trafficking as may be mutually approved by the United States Ambassador and the Chairman of BAKOLAK.

The Indonesian Vice Chairman of BAKOLAK to the Regional Director, United States Drug Enforcement Administration

COORDINATING BOARD

FOR THE IMPLEMENTATION OF THE PRESIDENTIAL INSTRUCTION NO. 6/1971

(BAKOLAK INPRES 6)

Address : Jl. Senopati 1/51 JAKARTA - INDONESIA Phone. 75841

Jakarta, 1 April 1975.

Mr. MICHAEL G. PICINI
Regional Director
US Drug Enforcement Agency
M a n i l l a .

Dear Mr. PICINI,

I have received your letter of 1 April 1975 setting forth certain understandings about the assignment of an officer of the United States Drug Enforcement Agency to the American Embassy in Jakarta and listing in an annex possible functions for this officer.

By means of this reply, I wish to confirm that the understandings set forth in your letter, as well as the list of possible functions of the officer annexed thereto, are satisfactory to the Government of the Republic of Indonesia.

Sincerely,



Maj. General RUSTAMADJI SUTOPO
Vice Chairman, BAKOLAK

[TRANSLATION]

BADAN KOORDINASI
PELAKSANA INPRES NO. 6/1971

Jakarta, 1 April 1975.

Nomor : /BAKOLAK/K/ /1975.
Sifat :
Lampiran :
Perihal : Penempatan pejabat dari
US Drug Enforcement Agency
pada Kedutaan Besar
Amerika Serikat, Jakarta.-

Kepada :
Yth. Mr. MICHAEL G. PICINI
Regional Director
US Drug Enforcement Agency
di

M A N I L A

Kami telah menerima surat Tuan tg 1 April 1975 yang berhubungan dengan usul mengenai penempatan seorang pejabat dari US Drug Enforcement Agency pada Kedutaan Besar Amerika Serikat di Jakarta, dimana telah dicantumkan pula lampiran berupa daftar penugasan-penugasan yang mungkin akan dilakukan oleh pejabat tersebut.

Melalui surat ini, kami menyatakan bahwa hal-hal yang dicanumkan dalam surat Tuan tersebut termasuk pula lampiran daftar penugasan pejabat Drug Enforcement Agency dapat disetujui sepenuhnya oleh Pemerintah Republik Indonesia.-

A/n. KETUA BADAN KOORDINASI
PELAKSANA INPRES NO.6/1971
WAKIL KETUA,



RUSTAMADJI SUTOPO
MAYOR JENDERAL TNI

GREECE

Criminal Investigations

*Agreement signed at Washington May 20, 1976;
Entered into force May 20, 1976.*

PROCEDURES FOR MUTUAL ASSISTANCE IN THE
ADMINISTRATION OF JUSTICE IN CONNECTION
WITH THE LOCKHEED AIRCRAFT CORPORATION
MATTER

The United States Department of Justice and the Ministry of Justice of Greece, hereinafter referred to as "the parties", confirm the following procedures in regard to mutual assistance to be rendered to agencies with law enforcement responsibilities in their respective countries with respect to alleged illicit acts pertaining to the sales activities in Greece of the Lockheed Aircraft Corporation and its subsidiaries or affiliates:

1. All requests for assistance shall be communicated between the parties through the diplomatic channel.
2. Upon request, the parties shall use their best efforts to make available to each other relevant and material information, such as statements, depositions, documents, business records, correspondence or other materials, available to them concerning alleged illicit acts pertaining to the sales activities in Greece of the Lockheed Aircraft Corporation and its subsidiaries or affiliates.
3. Such information shall be used exclusively for purposes of investigation conducted by agencies with law enforcement responsibilities, including the Ministry of Defense, and in ensuing criminal, civil and administrative proceedings, hereinafter referred to as "legal proceedings".

4. Except as provided in paragraph 5, all such information made available by the parties pursuant to these procedures, and all correspondence between the parties relating to such information and to the implementation of these procedures, shall be kept confidential and shall not be disclosed to third parties or to government agencies having no law enforcement responsibilities. Disclosure to other agencies having law enforcement responsibilities, including the Ministry of Defense, shall be conditioned on the recipient agency's acceptance of the terms set forth herein. Should a subsequent development in accordance with existing domestic law impair the ability of the requesting state, or an agency thereof, to carry out the terms set forth herein, the requesting state shall promptly return all materials made available hereunder to the requested state, unless otherwise agreed.

In the event of breach of confidentiality, the other party may discontinue cooperation under these procedures.

5. Information made available pursuant to these procedures may be used freely in ensuing legal proceedings in the requesting state in which an agency of the requesting state having law enforcement responsibilities is a party, and the parties shall use their best efforts to furnish the information for purposes of such legal proceedings in such form as to render it admissible pursuant to the rules

of evidence in existence in the requesting state, including, but not limited to, certifications, authentications, and such other assistance as may be necessary to provide the foundation for the admissibility of evidence.

6. The parties shall give advance notice and afford an opportunity for consultation prior to the use, within the meaning of paragraph 5, of any information made available pursuant to these procedures.

7. Upon request, the parties agree to permit the interviewing of persons in their respective countries by law enforcement officials of the other party, provided advance notice is given of the identity of the persons to be interviewed and of the place of the interview. Representatives of the other party may be present at such interviews. The parties will assist each other in arranging for such interviews and will permit the taking of testimony or statements or the production of documents and other materials in accordance with the practice or procedure of the requesting state. The requesting party shall not pursue its request for an interview or for the production of documents and other materials if the requested party considers that it would interfere with an ongoing investigation or proceeding being conducted by the authorities of the requested party.

TIAS 8300

8. The parties shall use their best efforts to assist in the expeditious execution of letters rogatory issued by the judicial authorities of their respective countries in connection with any legal proceedings which may ensue in their respective countries.

9. The assistance to be rendered to a requesting state shall not be required to extend to such acts by the authorities of the requested state as might result in the immunization of any person from prosecution in the requested state.

10. All actions to be taken by a requested state will be performed subject to all limitations imposed by its domestic law. Execution of a request for assistance may be postponed or denied if execution would interfere with an ongoing investigation or legal proceeding in the requested state.

11. Nothing contained herein shall limit the rights of the parties to utilize for any purpose information which is obtained by the parties independent of these procedures.

12. The mutual assistance to be rendered by the parties pursuant to these procedures is designed solely for the benefit of their respective agencies having law enforcement responsibilities and is not intended or designed to benefit

third parties or to affect the admissibility of evidence
under the laws of either the United States or Greece.

Done at Washington, D.C. this 26th day of May, 1976.

For the Ministry of Justice
of Greece:

For the United States
Department of Justice:

A. Papastefanou [1]

John C. Keeney [2]

¹ A. Papastefanou

² John C. Keeney

MEXICO

Frequency Modulation Broadcasting

Agreement amending the agreement of November 9, 1972, as amended.

Effectuated by exchange of notes

*Signed at México and Tlatelolco November 21, 1975;
Entered into force November 21, 1975.*

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE UNITED STATES OF AMERICA

No. 1968

MEXICO, D.F., November 21, 1975

EXCELLENCY:

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 effective as of August 9, 1973, [1] and to inform Your Excellency that the Federal Communications Commission of the United States of America desires to amend Table B of the Allotment Plan for channel assignments. The proposed amendments are in conformity with channel separation requirements of Article 6(c), and are described as follows:

Table B

City	Channel No.	
	Delete	Add
Devine, Texas	232A	221A
Floresville, Texas	—	232A
Gonzales, Texas	201A	220A
Midland, Texas	271C	277C
Hondo, Texas	221A	—
Kenedy-Karnes, Texas	220A, 232A	201A, 221A
San Antonio, Texas	218A	219A
San Marcos, Texas	219A	218A
Victoria, Texas	221A	300C
Monahans, Texas	277C	271C
Seminole, Texas	280A	292A
—	—	—
Cathedral City, California	276A	253B
El Centro, California	253B	298B
Indio, California	252A	276A
—	—	—
Parker, Arizona	—	257A
Bullhead City, Arizona	—	272A

¹ TIAS 7697, 8152; 24 UST 1815; 26 UST 2120.

Communications have already been exchanged between the Federal Communications Commission and the Director General de Telecomunicaciones, Torre Central de Telecomunicaciones, Departamento de Frecuencias of Mexico and the Departamento has expressed its willingness to approve the desired additions and changes in Table F of the Allotment Plan in the Agreement.

If the above proposal is acceptable to Your Excellency's Government, I propose that this note and your reply constitute an Agreement modifying the Agreement relating to the allotment and use of FM Radio Broadcasting channels along the Mexican-United States border as indicated above and which would enter into force on the date of your reply.

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

J. J. JOVA

His Excellency

EMILIO O. RABASA,

*Secretary of Foreign Relations,
Mexico, D.F.*

*The Mexican Director General of the Diplomatic Service to the
American Ambassador*

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

Tlatelolco, D. F., a 21 de noviembre de 1975.

Señor Embajador:

503603 Tengo el agrado de acusar recibo de la atenta nota de Vuestra Excelencia 1968, fechada el 21 de noviembre del año en curso, cuyo texto vertido al español es el siguiente:

"Tengo el honor de referirme al Acuerdo 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, en vigor a partir del 9 de agosto de 1973. para informar a Vuestra Excelencia que la "Federal Communications Commission" de los Estados Unidos de América desea modificar la tabla B de la lista de asignación de canales. Las modificaciones propuestas, acordes con la separación de canales requerida en el inciso c del Artículo 6, son las siguientes:

Tabla B

<u>CIUDAD</u>	<u>No. DE CANAL</u>	
	<u>Suprimir</u>	<u>Agregar</u>
Devine, Texas	232 A	221 A
Floresville, Texas	- - -	232 A
Gonzales, Texas	201 A	220 A

Al Excelentísimo Señor
Joseph John Jova,
EmbaJador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
México, D. F.

Midland, Texas	271 C	277 C
Hondo, Texas	221 A	---
Kenedy - Karnes, Texas	220 A, 232 A	201 A, 221 A
San Antonio, Texas	218 A	219 A
San Marcos, Texas	219 A	218 A
Victoria, Texas	221 A	300 C
Monahans, Texas	277 C	271 C
Seminole, Texas	280 A	292 A
Cathedral City, California	276 A	253 B
El Centro, California	253 B	298 B
Indio, California	252 A	276 A
Parker, Arizona	---	257 A
Bullhead City, Arizona	---	272 A

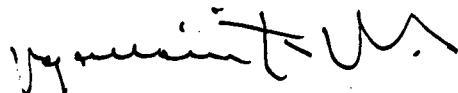
La "Federal Communications Commission" y el Departamento de Frecuencias de la Dirección General de Telecomunicaciones de México han intercambiado comunicaciones y el Departamento ha expresado su conformidad en aprobar las adiciones y cambios propuestos en la tabla B del plan de asignación del Acuerdo.

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 Radiodifusión en Frecuencia Modulada a lo largo de la Frontera México-Estados Unidos como se ha mencionado, el que podría entrar en vigor en la fecha de vuestra respuesta."

En respuesta, tengo el honor de manifestar a Vuestra Excelencia que el Gobierno de México acepta la propuesta an-

tes transcrita y, por lo tanto, considera que dicha nota y la presente constituyen una modificación 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, firmado el 9 de noviembre de 1972, la 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 y distinguida consideración.

[¹]

¹ Raul Valdes Aguilar

TRANSLATION

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

503603

Tlatelolco, November 21, 1975

Mr. Ambassador:

I take pleasure in acknowledging receipt of Your Excellency's note No. 1968 dated November 21, 1975, which translated into Spanish reads as follows:

[For the English language text, see pp. 2012-2013.]

In reply I have the honor to inform Your Excellency that the Government of Mexico accepts the proposal transcribed above and therefore considers that the aforesaid note and this reply constitute an amendment 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, signed November 9, 1972, which amendment will enter into force on the date of this note.

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

Ramí Valdés Aguirre

His Excellency
Joseph John Jova,
Ambassador Extraordinary and Plenipotentiary,
of the United States of America,
Mexico, D.F.

SWITZERLAND

Mutual Assistance in Criminal Matters

Treaty signed at Bern May 25, 1973

And interpretative letters signed at Bern May 25, 1973 and December 23, 1975;

Ratification advised by the Senate of the United States of America June 21, 1976;

Ratified by the President of the United States of America July 10, 1976;

Ratified by Switzerland July 7, 1976;

Ratifications exchanged at Washington July 27, 1976;

Proclaimed by the President of the United States of America August 9, 1976;

Date of entry into force January 23, 1977.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty between the United States of America and the Swiss Confederation on Mutual Assistance in Criminal Matters was signed at Bern on May 25, 1973, along with six exchanges of interpretative letters of the same date, and an exchange of interpretative letters dated December 23, 1975, the texts of which Treaty and the interpretative letters, are hereto annexed;

The Senate of the United States of America by its resolution of June 21, 1976, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Treaty and the interpretative letters;

The Treaty and the interpretative letters were ratified by the President of the United States of America on July 10, 1976, in pursuance of the advice and consent of the Senate, and were duly ratified on the part of Switzerland;

It is provided in Article 41 of the Treaty that the Treaty shall enter into force 180 days after the date of the exchange of the instruments of ratification;

The instruments of ratification of the Treaty were exchanged at Washington on July 27, 1976; and accordingly the Treaty and the interpretative letters enter into force on January 23, 1977;

Now, THEREFORE, I, Gerald R. Ford, President of the United States of America, proclaim and make public the Treaty and the interpretative letters, to the end that they shall be observed and fulfilled with good faith on and after January 23, 1977, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this ninth day of August in the year of our Lord one thousand nine hundred seventy-six
[SEAL] and of the Independence of the United States of America the two hundred first.

GERALD R. FORD

By the President:

CHARLES W ROBINSON

Acting Secretary of State

TREATY BETWEEN THE UNITED STATES OF AMERICA
AND THE SWISS CONFEDERATION
ON MUTUAL ASSISTANCE IN CRIMINAL MATTERS

The President of the United States of America
and
the Swiss Federal Council,

Desiring to conclude a treaty on mutual assistance
in criminal matters,

Having appointed for that purpose as their Pleni-
potentiaries:

The President of the United States of America:

Walter J. Stoessel, Jr.
Assistant Secretary of State for European Affairs

Shelby Cullom Davis
Ambassador Extraordinary and Plenipotentiary
of the United States of America to Switzerland

The Swiss Federal Council:

Dr. Albert Weitnauer
Swiss Ambassador to Great Britain

who, having exchanged their respective full powers, which were
found in good and due form, have agreed as follows:

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Chapter I
APPLICABILITY

Article 1

Obligation to Furnish Assistance

1. The Contracting Parties undertake to afford each other, in accordance with provisions of this Treaty, mutual assistance in:

- a. investigations or court proceedings in respect of offenses the punishment of which falls or would fall within the jurisdiction of the judicial authorities of the requesting State or a state or canton thereof;
- b. effecting the return to the requesting State, or a state or canton thereof, of any objects, articles or other property or assets belonging to it and obtained through such offenses;
- c. proceedings concerning compensation for damages suffered by a person through unjustified detention as a result of action taken pursuant to this Treaty.

2. For the purposes of this Treaty, an offense in the requesting State is deemed to have been committed if there exists in that State a reasonable suspicion that acts have been committed which constitute the elements of that offense.

3. The competent authorities of the Contracting Parties may agree that assistance as provided by this Treaty will also be granted in certain ancillary administrative proceedings in respect of measures which may be taken against the perpetrator of an offense falling within the purview of this Treaty. Agreements to this effect shall be concluded by exchange of diplomatic notes.

4. Assistance shall include, but not be limited to:

- a. ascertaining the whereabouts and addresses of persons;
- b. taking the testimony or statements of persons;
- c. effecting the production or preservation of judicial and other documents, records, or articles of evidence;
- d. service of judicial and administrative documents; and
- e. authentication of documents.

Article 2

Non-Applicability

1. This Treaty shall not apply to:

- a. extradition or arrests of persons accused or convicted of having committed an offense;
- b. execution of judgments in criminal matters;
- c. investigations or proceedings:
 - (1) concerning an offense which the requested State considers a political offense or an offense connected with a political offense;
 - (2) concerning offenses in violation of the laws relating to military obligations;
 - (3) concerning acts by a person subject to military law in the requesting State which constitute an offense under military law in that State but which would not constitute an offense in the requested State if committed by a person not subject to military law in the requested State;
 - (4) for the purpose of enforcing cartel or anti-trust laws; or

(5) concerning violations with respect to taxes, customs duties, governmental monopoly charges or exchange control regulations other than the offenses listed in items 26 and 30 of the Schedule to this Treaty (Schedule) and the related offenses in items 34 and 35 of the Schedule.

2. Nevertheless, assistance shall be granted if a request concerns an investigation or proceeding referred to in subparagraphs c. (1), (4) and (5) of paragraph 1, if made for the purpose of investigating or prosecuting a person described in paragraph 2 of Article 6 and

- a. in the case of subparagraphs c. (1) and (4), the request relates to an offense committed in furtherance of the purposes of an organized criminal group described in paragraph 3 of Article 6, or
- b. in the case of subparagraph c. (5), any applicable conditions of Article 7 are satisfied.

3. Contributions to social security and governmental health plans, even if levied as taxes, shall not be considered as taxes for the purpose of this Treaty.

4. If the acts described in the request contain all the elements of an offense for the investigation or prosecution of which assistance is required to be or may be granted as well as all the elements of an offense for which such assistance cannot be granted, assistance shall not be granted if under the law of the requested State punishment could be imposed only for the latter offense unless it is listed in the Schedule.

Article 3

Discretionary Assistance

1. Assistance may be refused to the extent that:
 - a. the requested State considers that the execution of the request is likely to prejudice its sovereignty, security or similar essential interests;
 - b. the request is made for the purpose of prosecuting a person, other than a person described in paragraph 2 of Article 6, for acts on the basis of which he has been acquitted or convicted by a final judgment of a court in the requested State for a substantially similar offense and any sentence has been or is being carried out.
2. Before refusing any request pursuant to paragraph 1, the requested State shall determine whether assistance can be given subject to such conditions as it deems necessary. If it so determines, any conditions so imposed shall be observed in the requesting State.

Article 4 [¹]

Compulsory Measures

1. In executing a request, there shall be employed in the requested State only such compulsory measures as are provided in that State for investigations or proceedings in respect of offenses committed within its jurisdiction.
2. Such measures shall be employed, even if this is not explicitly mentioned in the request, but only if the acts described in the request contain the elements, other than intent or negligence, of an offense:

¹ In a letter dated Oct. 19, 1973, Switzerland informed the United States that in the context of art. 4 the use of the German word "soll" has the same meaning as the English word "shall".

- a. which would be punishable under the law in the requested State if committed within its jurisdiction and is listed in the Schedule;
or
- b. which is described in item 26 of the Schedule.

3. In the case of such an offense not listed in the Schedule, the Central Authority of the requested State shall determine whether the importance of the offense justifies the use of compulsory measures.

4. A decision as to whether the conditions of paragraph 2 have been met shall be made by the requested State only on the basis of its own law. Differences in technical designation and constituent elements added to establish jurisdiction shall be ignored. The Central Authority of the requested State may ignore other differences in constituent elements which do not affect the general character of the offense in that State.

5. In those cases where the conditions of paragraph 2 or 3 have not been met, assistance shall be granted to the extent that it can be furnished without the use of compulsory measures.

Article 5

Limitations on Use of Information

1. Any testimony or statements, documents, records or articles of evidence or other items, or any information contained therein, which were obtained by the requesting State from the requested State pursuant to the Treaty shall not be used for investigative purposes nor be introduced into evidence in the requesting State in any proceeding relating to an offense other than the offense for which assistance has been granted.

2. Nevertheless, the materials described in paragraph 1 may, after the requested State has been so advised and given an opportunity to make its views known as to the applicability of subparagraphs a, b and c of this paragraph, be used in the requesting State for the investigation or prosecution of persons who:

- a. are or were suspects in an investigation or defendants in a proceeding for which assistance was granted and who are suspected or accused of having committed another offense for which assistance is required to be granted;
- b. are suspected or accused of being participants in, or accessories before or after the fact to, an offense for which assistance was granted; or
- c. are described in paragraph 2 of Article 6.

3. Nothing in this Treaty shall be deemed to prohibit governmental authorities in the requesting State from:

- a. using the materials referred to in paragraph 1 in any investigation or proceeding concerning the civil damages connected with an investigation or proceeding for which assistance has been granted; or
- b. using information or knowledge educed from the materials referred to in paragraph 1 in continuing any criminal investigation or proceeding, provided that:
 - (1) for such investigation or proceeding assistance may be given;
 - (2) prior to the date of the request for assistance referred to in paragraph 1 inquiries have already been carried out for the purpose of establishing an offense; and
 - (3) the materials referred to in paragraph 1 are not introduced into evidence.

Chapter II
SPECIAL PROVISIONS CONCERNING ORGANIZED CRIME

Article 6

General Requirements

1. The Contracting Parties agree to assist each other in the fight against organized crime as provided in this Chapter and with all means otherwise available under this Treaty and other provisions of law.
2. This Chapter shall apply only to investigations and proceedings involving a person who, according to the request, is or is reasonably suspected to be:
 - a. knowingly involved in the illegal activities of an organized criminal group, described in paragraph 3, and who is:
 - (1) a member of such a group; or
 - (2) an affiliate of such a group performing supervisory or managerial functions or regularly supporting it or its members by performing other important services; or
 - (3) a participant in any important activity of such a group; or
 - b. a public official who has violated his official responsibilities in order to knowingly accommodate the desires of such a group or its members.
3. For the purposes of this Chapter the term "organized criminal group" refers to an association or group of persons combined together for a substantial or indefinite period for the purposes of obtaining monetary or commercial gains or profits for itself or for others, wholly or in part by

illegal means, and of protecting its illegal activities against criminal prosecution and which, in carrying out its purposes, in a methodical and systematic manner:

- a. at least in part of its activities, commits or threatens to commit acts of violence or other acts which are likely to intimidate and are punishable in both States; and
- b. either:
 - (1) strives to obtain influence in politics or commerce, especially in political bodies or organizations, public administrations, the judiciary, in commercial enterprises, employers' associations or trade unions or other employees' associations; or
 - (2) associates itself formally or informally with one or more similar associations or groups, at least one of which engages in the activities described under subparagraph b (1).

Article 7

Extent of Assistance

1. Compulsory measures referred to in Article 4 shall also be employed in the requested State even if the investigation or proceeding in the requesting State concerns acts which would not be punishable under the law in the requested State, or which are not listed in the Schedule, or neither. This paragraph is subject to the limitations of paragraph 2.

2. Assistance under this Chapter shall be rendered in investigations or proceedings involving violations of provisions on taxes on income referred to in Article I of the Convention of May 24, 1951, for the Avoidance of Double Taxation with Respect to Taxes on Income^[1] only if, according to the information furnished by the requesting State:

- a. the person involved in the investigation or proceeding is reasonably suspected by it of belonging to an upper echelon of an organized criminal group or of participating significantly, as a member, affiliate or otherwise, in any important activity of such a group;
- b. the available evidence is in its opinion insufficient, for the purpose of a prosecution which has a reasonable prospect of success, to link such person with the crimes committed by the organized criminal group with which he is connected in the sense of paragraph 2 of Article 6; and
- c. it has been reasonably concluded by it that the requested assistance will substantially facilitate the successful prosecution of such person and should result in his imprisonment for a sufficient period of time so as to have a significant adverse effect on the organized criminal group.

3. Paragraphs 1 and 2 apply only if the requesting State reasonably concludes that the securing of the information or evidence is not possible without the cooperation of the authorities in the requested State, or that it would place unreasonable burdens on the requesting State or a state or canton thereof.

¹ TIAS 2316; 2 UST 1753.

Article 8

Applicable Procedure

1. In all cases where this Chapter requires a reasonable suspicion or a reasonable conclusion, or the opinion of the requesting State, that State shall furnish to the requested State information in its possession on the basis of which such suspicion, conclusion, or opinion has been arrived at. However, this shall not oblige the requesting State to identify the persons who have provided such information. Upon application of the requesting State, the Central Authority of the requested State shall treat any information furnished in the request as confidential.
2. The Central Authority of the requested State shall have the right to review the determination of the requesting State as to the applicability of this Chapter. It need not accept such determination where the suspicion, conclusion or opinion underlying such determination has not been made credible.
3. In rendering assistance pursuant to paragraph 2 of Article 7, all courts and authorities in the requested State shall apply such investigative measures as are provided for in its rules of criminal procedure.
4. Provisions in municipal law which impose restrictions on tax authorities concerning the disclosure of information shall not apply to disclosure to all authorities engaged in the execution of a request under paragraph 2 of Article 7. This paragraph shall not limit the applicability of provisions for disclosure otherwise provided by municipal laws in the Contracting States.

Chapter III
OBLIGATIONS OF REQUESTED STATE IN EXECUTING REQUESTS

Article 9

General Provisions for Executing Requests

1. Except as otherwise provided in this Treaty, a request shall be executed in accordance with the usual procedure under the laws applicable for investigations or proceedings in the requested State with respect to offenses committed within its jurisdiction.
2. The requested State may, upon application by the requesting State, consent to apply the procedures applicable in that State for:
 - a. investigations or proceedings; and
 - b. certification and transmission of documents, records or articles of evidence;to the extent that such procedures are not incompatible with the laws in the requested State. A search or seizure may only be made in accordance with the law of the place where the request is executed.
3. The appropriate judicial officers and other officials in each of the two States shall, by all legal means within their power, assist in the execution of requests from the other State.

Article 10

Duty to Testify in Requested State

1. A person whose testimony or statement is requested under this Treaty shall be compelled to appear, testify and produce documents, records and articles of evidence in the same manner and to the same extent as in criminal investigations or proceedings in the requested State. Such person may not be so compelled if under the law in either State he has a right to refuse. If any person claims that such a right is applicable in

the requesting State, the requested State shall, with respect thereto, rely on a certificate of the Central Authority of the requesting State.

2. The Swiss Central Authority shall, to the extent that a right to refuse to give testimony or produce evidence is not established, provide evidence or information which would disclose facts which a bank is required to keep secret or are manufacturing or business secrets, and which affect a person who, according to the request, appears not to be connected in any way with the offense which is the basis of the request, only under the following conditions:

- a. the request concerns the investigation or prosecution of a serious offense;
- b. the disclosure is of importance for obtaining or proving facts which are of substantial significance for the investigation or proceeding; and
- c. reasonable but unsuccessful efforts have been made in the United States to obtain the evidence or information in other ways.

3. Whenever the Swiss Central Authority determines that facts of the nature referred to in paragraph 2 would have to be disclosed in order to comply with the request, it shall request from the United States information indicating why it believes that paragraph 2 does not prevent such disclosure. Where, in the opinion of the Swiss Central Authority, such belief has not been made credible, it need not accept the determination of the United States.

4. Any acts of a witness or other person, in connection with the execution of a request, which would be punishable if committed against the administration of justice in the requested State shall be prosecuted in that State in accordance with the laws and enforcement policies therein, regardless of the procedure applied in executing the request.

Article 11

Locating Persons

If in the opinion of the requesting State information as to the location of persons who are believed to be within the territory of the requested State is of importance in an investigation or proceeding pending in the requesting State, the requested State shall make every effort to ascertain the whereabouts and addresses of such persons in its territory.

Article 12

Special Procedural Provisions

1. Upon express application of the requesting State that the testimony or statement of a person be under oath or affirmation, the requested State shall comply with such request even in the event no provisions therefor exist in its procedural laws. In that event, the time and form of the oath or affirmation shall be governed by the procedural provisions applicable in the requesting State. Where an oath is incompatible with law, an affirmation may be substituted, even though an oath has been requested, and testimony or a statement so obtained shall be admitted in the requesting State as though given under oath.
2. The presence of the suspect or defendant, his counsel or both, at the execution of a request will be permitted whenever the requesting State so requests.
3. (a) Where the presence of representatives of an authority in the requesting State at the execution of a request is required by its law in order to obtain admissible evidence, the requested State shall permit such presence.

(b) Where the requested State agrees that the complexity of the matter involved or other special factors described in the request for assistance indicate that such presence is likely to substantially facilitate a successful prosecution, it shall also permit such presence.

(c) In other cases the requested State may also permit such presence upon application by the requesting State.

(d) Nevertheless, if such presence would result in providing to the United States facts which in Switzerland a bank is required to keep secret, or facts which are manufacturing or business secrets therein, Switzerland shall permit such presence only where the requirements for disclosure in paragraph 2 of Article 10 have been met.

(e) Switzerland may, furthermore, at any time in the course of the execution of a request, exclude such representatives until it has been determined whether such requirements for disclosure are met.

4. Any person whose presence is permitted under paragraph 2 or 3 shall have, in accordance with the procedures in the requested State, the right to ask questions which are not improper under the laws of either State.

5. If in the requested State testimony or statements are sought in accordance with the procedures in the requesting State, persons giving such testimony or statements shall be entitled to retain counsel who may assist them during the proceeding. Such persons shall be expressly advised at the beginning of the proceeding of their right to counsel. After consent has been given by the Central Authority of the requesting State, counsel may be appointed, if necessary.

6. If the requesting State expressly requests that a verbatim transcript be taken, the executing authority shall make every effort to comply.

Chapter IV
OBLIGATIONS OF REQUESTING STATE

Article 13

Restrictions on Use of Testimony

Any testimony obtained pursuant to this Treaty from a citizen of the requested State, interrogated as a witness and not advised of his right to refuse testimony under paragraph 1 of Article 10, may not be introduced as evidence against such witness in a criminal proceeding in the requesting State unless the prosecution is for an offense against the administration of justice.

Article 14

Exclusion of Sanctions

No citizen of the requested State who has refused to give non-compulsory testimony or information or against whom compulsory measures had to be applied in the requested State pursuant to this Treaty shall be subjected to any legal sanction in the requesting State solely because he has exercised such rights as permitted under this Treaty.

Article 15

Protection of Secrecy

Evidence or information disclosed by the requested State pursuant to paragraph 2 of Article 10 shall, if in the opinion of that State its importance so requires and an application to that effect is made, be kept from public disclosure to the fullest extent compatible with constitutional requirements in the requesting State.

c

Chapter V
DOCUMENTS, RECORDS AND ARTICLES OF EVIDENCE

Article 16

Court and Investigative Documents

1. Upon request, the requested State shall make available to the requesting State on the same conditions and to the same extent as they would be available to authorities performing comparable functions in the requested State the following documents and articles:

- a. judgments and decisions of courts; and
- b. documents, records, and articles of evidence, including transcripts and official summaries of testimony, contained in the files of a court or an investigative authority, whether or not obtained by grand juries.

2. Items specified in subparagraph b of paragraph 1 shall be furnished only if they relate solely to a closed case, or to the extent determined by the Central Authority of the requested State in its discretion.

Article 17

Completeness of Documents

All documents and records to be furnished, whether originals or copies thereof or extracts therefrom, shall be complete and in unedited form except to the extent paragraph 1 of Article 3 applies or the documents or records would disclose facts described in paragraph 2 of Article 10 and the requirements of subparagraphs a, b and c thereof are not met. Upon application of the requesting State, the requested State shall make every effort to furnish original documents and records.

Article 18

Business Records

1. If the production of a document, including a book, paper, statement, record, account or writing, or extract therefrom, other than an official document provided for in Article 19, of whatever character and in whatever form is requested, the official executing the request shall, upon specific request of the requesting State, require the production of such document pursuant to a procedural document. The official shall interrogate under oath or affirmation the person producing such document and examine it in order to determine if it is genuine and if it was made as a memorandum or record of an act, transaction, occurrence, or event, if it was made in the regular course of business and if it was the regular course of such business to make such document at the time of the act, transaction, occurrence or event recorded therein or within a reasonable time thereafter.

2. The official shall cause a record of the testimony taken to be prepared and shall annex it to the document.

3. If the official is satisfied as to the matters set forth in paragraph 1, he shall certify as to the procedure followed and his determinations and shall authenticate by his attestation the document, or a copy thereof or extract therefrom, and the record of the testimony taken. Such certification and attestation shall be signed by the official and state his official position. The seal of the authority executing the request shall be affixed.

4. Any person subsequently transmitting the authenticated document shall certify as to the genuineness of the signature and the official position of the attesting person or, if there are any prior certifications, of the last certifying person. the final certification may be made by:

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- a. an official of the Central Authority of the requested State;
- b. a diplomatic or consular official of the requesting State stationed in the requested State; or
- c. a diplomatic or consular official of the requested State stationed in the requesting State.

5. Where a request under this Article pertains to a pending court proceeding, the defendant, upon his application, may be present or represented by counsel or both, and may examine the person producing the document as to its genuineness and admissibility. In the event the defendant elects to be present or represented, a representative of the requesting State or a state or canton thereof may also be present and put such questions to the witness.

6. Any document, copy thereof, entry therein or extract therefrom authenticated in accordance with this Article, and not otherwise inadmissible, shall be admissible as evidence of the act, transaction, occurrence or event in any court in the requesting State without any additional foundation or authentication.

7. In the event that the genuineness of any document authenticated in accordance with this Article is denied by any party to a proceeding, he shall have the burden of establishing to the satisfaction of the court before which the proceeding is pending that such document is not genuine in order for the document to be excluded from evidence on such ground.

Article 19

Official Records

1. Upon request, the requested State shall obtain a copy of an official record, or an entry therein, and shall have it authenticated by the attestation of an authorized person. Such attestation shall be signed by, and state the official position of, the attesting person. The seal of the authority executing the request shall be affixed thereto. The procedures for certification set forth in paragraph 4 of Article 18 shall be followed.
2. In addition to any provision therefor in the municipal law of the requesting State, a copy of any official record in the requested State, or entry therein, shall be admissible in evidence without any additional foundation or authentication if authenticated and certified as provided in paragraph 1 and otherwise admissible.

Article 20

Testimony to Authenticate Documents

1. The Central Authority of the requested State shall have the authority to summon persons to appear in that State before representatives of the requesting State or a state or canton thereof in order to produce documents, records or articles of evidence supplied or to be supplied by the requested State and give testimony with respect thereto, whenever, under the applicable law in the requesting State, that is necessary for their admissibility in evidence in a criminal proceeding and such State makes a request to that effect.

2. The Central Authority of the requested State shall have the right to designate a representative to be present at the proceeding under paragraph 1. He shall be entitled to object to questions which either:

- a. are incompatible with the law and practices in the requested State; or
- b. go beyond the scope of paragraph 1.

Article 21

Rights in Articles of Evidence

If the requested State, a state or canton thereof, or a third party claims title or other rights in documents, records or articles of evidence, the production of which was requested or effected, such rights shall be governed by the law of the place where they have been acquired. An obligation for production or surrender under this Treaty shall take precedence over the rights referred to in the preceding sentence. These rights, however, remain otherwise unaffected.

Chapter VI
SERVICE FOR REQUESTING STATE
AND RELATED PROVISIONS

Article 22

Service of Documents

1. The competent authority in the requested State shall effect service of any procedural document, including a court judgment, decision or similar document, which is transmitted to it for this purpose by the requesting State. Unless service in a particular form is requested, it may be effected by registered mail. The requested State shall, upon application, effect personal service or, if consistent with the law in the requested State, service in any other form.
2. The requested State may refuse to effect service of legal process on a person, other than a national of the requesting State, calling for his appearance as a witness in that State if the person to be served is a defendant in the criminal proceeding to which the request relates.
3. A request must be received by the Central Authority of the requested State not later than 30 days before the date set for any appearance. This time limit must be taken into consideration when setting the date for the appearance and forwarding the request. This period may be shortened by the Central Authority of the requested State in very urgent cases.
4. Proof of service shall be made by a receipt dated and signed by the person served or by a declaration specifying the form and date of service and signed by the person effecting it.

Article 23

Personal Appearance

1. When the personal appearance of a person, other than a defendant in the criminal proceeding to which the request relates, is considered especially necessary in the requesting State, such State shall so indicate in its request for service and shall state the subject matter of the interrogation. It will also indicate the kind and amount of allowances and expenses payable.
2. The executing authority shall invite the person served to appear before the appropriate authority in the requesting State and ask whether he agrees to the appearance. The requested State shall promptly notify the requesting State of the answer.
3. If requested by the requesting State, the requested State may grant an advance payment to the person agreeing to appear. This shall be recorded on the document calling for his appearance and taken into consideration by the requesting State when making payment.

Article 24

Effect of Service

1. A person, other than a national of the requesting State, who has been served with legal process calling for his appearance in the requesting State, pursuant to Article 22, shall not be subjected to any civil or criminal forfeiture, other legal sanction or measure of restraint because of his failure to comply therewith, even if the document contains a notice of penalty.

2. The effect in the proceeding to which any procedural document served pursuant to Article 22 relates, arising from a refusal to accept it or comply therewith, shall be governed by the law in the requesting State.

3. Service of a procedural document pursuant to Article 22 on a person, other than a national of the requesting State, does not confer jurisdiction in the requesting State.

Article 25

Compelling Testimony in Requesting State

1. A person appearing before an authority in the requesting State pursuant to a legal process served under this Treaty may not be compelled to give testimony, make a statement or produce a document, record or article of evidence if under the law in either State he has a right to refuse, or if paragraph 2 below is applicable. Such a right shall be deemed to exist in the requested State to the extent that it could be invoked there if the acts which are the subject of the investigation or proceeding had been committed within its jurisdiction.

2. Such a person appearing before an authority in the United States may only be compelled to give testimony, make a statement or produce a document, record or article of evidence which would disclose facts described in paragraph 2 of Article 10 to the extent that the requirements of subparagraphs a, b and c thereof are met.

3. If any person claims that a right to refuse, pursuant to paragraph 1, exists in the requested State, or invokes the restrictions of paragraph 2, the requesting State shall in that regard rely on a certificate of the Central Authority

of the requested State except that, after due consideration of the certificate, the requesting State may make its own determination as to the applicability of subparagraphs a, b and c of paragraph 2 of Article 10.

Article 26

Transfer of Arrested Persons

1. A request pursuant to Article 22 may also be made if a person held in custody by an authority in the requested State is needed as a witness or for purposes of confrontation before an authority in the requesting State.

2. The person in custody shall be made available to the requesting State if:

- a. he consents;
- b. no substantial extension of his custody is anticipated; and
- c. the Central Authority of the requested State determines that there are no other important reasons against the transfer.

3. Execution of the request may be postponed for as long as the presence of the person is necessary for a criminal investigation or proceeding in the requested State.

4. The requesting State shall have authority, and be obligated, to keep the person in custody unless the requested State authorizes his release. The requesting State shall return the person to the custody of the requested State as soon as circumstances permit or as otherwise agreed. That person, however, shall have the right to use such remedies and recourses as are provided by the law in the requesting State to assure that his custody or return is consistent with this Article and the Constitution of that State.

5. The requesting State shall not decline to return a person transferred solely because such person is a national of that State.

Article 27

Safe Conduct

1. A person appearing before an authority in the requesting State pursuant to legal process served under this Treaty shall not be prosecuted or, except as provided in paragraph 4 of Article 26, be detained or subjected to any other restriction of his personal liberty in that State with respect to any act or conviction which preceded his departure from the requested State.

2. The restrictions of paragraph 1 shall not apply as to a person of whatever nationality appearing for the purpose of answering a criminal charge with respect to any act or conviction which is mentioned in the document calling for his appearance, or a lesser included offense.

3. The safe conduct provided in this Article shall cease if ten days after the person appearing has been officially notified that his appearance is no longer required he has not used the opportunity to leave the requesting State or, after having left it, has returned.

Chapter VII
GENERAL PROCEDURES

Article 28

Central Authority

1. Requests for assistance shall be handled by a Central Authority. For the United States, the Central Authority shall be the Attorney General or his designee. For Switzerland, the Central Authority shall be the Division of Police of the Federal Department of Justice and Police in Bern.
2. Such requests which are approved by the Central Authority of the requesting State shall be made by that Authority on behalf of federal, state or cantonal courts or authorities which by law have been authorized to investigate or prosecute offenses.
3. The Central Authorities of the two States may communicate with each other directly for the purpose of carrying out the provisions of this Treaty.

Article 29

Content of Requests

1. A request for assistance shall indicate the name of the authority conducting the investigation or proceeding to which the request relates and insofar as possible shall also indicate:
 - a. the subject matter and nature of the investigation or proceeding and, except in cases of requests for service, a description of the essential acts alleged or sought to be ascertained;

- b. the principal need for the evidence or information sought; and
 - c. the full name, place and date of birth, address and any other information which may aid in the identification of the person or persons who are at the time of the request the subject of the investigation or proceeding.
2. Such requests, to the extent necessary and insofar as possible, shall include:
- a. information described under subparagraph c of paragraph 1 concerning any witness or other person who is affected by the request;
 - b. a description of the particular procedure to be followed;
 - c. a statement as to whether sworn or affirmed testimony or statements are required;
 - d. a description of the information, statement or testimony sought;
 - e. a description of the documents, records or articles of evidence to be produced or preserved as well as a description of the appropriate person to be asked to produce them and the form in which they should be reproduced and authenticated; and
 - f. information as to the allowances and expenses to which a person appearing in the requesting State will be entitled.

Article 30

Language

1. Requests for assistance and all accompanying documents shall be accompanied by a translation into French in the case of a request to Switzerland, and into English in the case of a request to the United States. The Swiss Central Authority may, whenever necessary, request a translation into German or Italian instead of French.
2. The translation of all transcripts, statements, or documents made, or documents or records obtained, in executing the request shall be incumbent upon the requesting State.

Article 31

Execution of Requests

1. If, in the opinion of the Central Authority of the requested State, a request does not comply with the provisions of this Treaty, it shall immediately so advise the Central Authority of the requesting State, giving the reasons therefor. The Central Authority of the requested State may take such preliminary action as it may deem advisable.
2. If the request complies with the Treaty, the Central Authority of the requested State shall transmit the request for execution to the federal, state or cantonal court or authority having jurisdiction or selected by the Central Authority as appropriate. The court or authority to which a request is transmitted shall have all of the jurisdiction, authority and power in executing the request which it has in investigations or proceedings with respect to an offense committed within its jurisdiction. In the case of a request by

Switzerland, this paragraph shall authorize the use of grand juries to compel the attendance and testimony of witnesses and the production of documents, records and articles of evidence.

3. The court or authority to which a request is transmitted pursuant to paragraph 2 shall, when necessary, issue a procedural document in accordance with its own procedural law to require the attendance and statement or testimony of persons, or the production or preservation of documents, records or articles of evidence.

4. With the consent of the Central Authority of the requesting State, execution of a request may be entrusted to an appropriate private party, if circumstances so require.

5. A request shall be executed as promptly as circumstances permit.

Article 32

Return of Completed Requests

1. Upon completion of a request, the executing authority shall return the original request together with all information and evidence obtained, indicating place and time of execution, to the Central Authority of the requested State. The latter shall forward it to the Central Authority of the requesting State.

2. The delivery of documents, records or articles of evidence may be postponed if they are needed in an official action pending in the requested State and, in case of documents or records, copies have been offered to the requesting State.

Article 33

Inability to Comply

The requested State shall promptly inform the requesting State with a brief statement of the reasons when a request cannot be fully complied with because:

- a. of the limitations of this Treaty;
- b. after diligent search, the person whose testimony or statement is sought or who is to be served cannot be located or is believed to be dead;
- c. after diligent search, the evidence cannot be located; or
- d. of other physical impediments.

Article 34

Costs of Assistance

1. The following expenses incurred by an authority in the requested State in carrying out a request shall, upon application, be paid or reimbursed by the requesting State: travel expenses; fees of experts; costs of stenographic reporting by other than salaried government employees; costs of interpreters; costs of translation; and fees of private counsel appointed with the approval of the requesting State for a person giving testimony or for a defendant.

2. No reimbursement shall be claimed for any other expenses.

3. All expenses incurred in relation to a request pursuant to Article 26 shall be borne by the requesting State.

4. No bond, guarantee, or other security for the expected costs shall be required.

Article 35

Return of Articles of Evidence

Any original documents, records or articles of evidence, delivered in execution of a request, shall be returned by the requesting State as soon as possible, unless the requested State declares that return will not be required. However, an authority in the requesting State shall be entitled to retain articles for disposition in accordance with its law if such articles belong to persons in that State and if no title or other rights are claimed in such articles by a person in the requested State, or if any claims with respect to such rights have been secured.

Chapter VIII
NOTICE AND REVIEW OF DETERMINATIONS

Article 36

Notice

Upon receipt of a request for assistance, the requested State shall notify:

- a. any person from whom a statement or testimony or documents, records, or articles of evidence are sought;
- b. any suspect or defendant in a criminal investigation or proceeding in the requesting State who resides in the requested State if the municipal law in the requesting State generally or for admissibility of evidence so requires, and that State so requests; and
- c. any defendant in a criminal proceeding in the requesting State, where the law in the requested State requires such notice.

Article 37

Review of Determinations

1. The existence of restrictions in this Treaty shall not give rise to a right on the part of any person to take any action in the United States to suppress or exclude any evidence or to obtain other judicial relief in connection with requests under this Treaty, except with respect to paragraph 2 of Article 9; paragraph 1 of Article 10; Article 13; paragraph 7 of Article 18; paragraph 1 of Article 25; and Articles 26 and 27.

2. The right to and procedures for appeal in Switzerland against decisions of Swiss authorities in connection with requests under this Treaty shall be regulated in accordance with this Treaty by domestic legislation.

3. In the case of any claim that a State, either as the requesting State or the requested State, has failed to comply with obligations imposed by this Treaty and as to such claim a remedy is not provided by paragraph 1 or 2, the claimant may inform the Central Authority of the other State. Where such claim is deemed by that other State to require explanation, an inquiry shall be put to the first-mentioned State; if necessary, the matter shall be resolved under Article 39.

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Chapter IX
FINAL PROVISIONS

Article 38

Effect on Other Treaties and Municipal Laws

1. Whenever the procedures provided by this Treaty would facilitate assistance in criminal matters between the Contracting Parties provided under any other convention or under the law in the requested State, the procedure provided by this Treaty shall be used to furnish such assistance. Assistance and procedures provided by this Treaty shall be without prejudice to, and shall not prevent or restrict, any available under any other international convention or arrangement or under the municipal laws in the Contracting States.
2. This Treaty shall not prevent the Contracting Parties from conducting investigations and proceedings in criminal matters in accordance with their respective municipal laws.
3. The provisions of this Treaty shall take precedence over any inconsistent provisions of the municipal laws in the Contracting States.
4. The furnishing of information for use in cases concerning taxes which come under the Convention of May 24, 1951, for the Avoidance of Double Taxation with Respect to Taxes on Income, shall be governed exclusively by the provisions thereof, except for investigations or proceedings described in Chapter II of this Treaty to the extent that the conditions in paragraph 2 of Article 7 are satisfied.

Article 39

Consultation and Arbitration

1. When it appears advisable, representatives of the Central Authorities may exchange views in writing or meet together for an oral exchange of opinions on the interpretation, application or operation of this Treaty generally or as to a specific case.
2. The Central Authorities shall endeavor to resolve by mutual agreement any difficulties or doubts arising as to the interpretation or application of this Treaty. Any dispute between the Contracting Parties as to the interpretation or application of the present Treaty, not satisfactorily resolved by the Central Authorities or through diplomatic negotiation between the Contracting Parties, shall, unless they agree to settlement by some other means, be submitted, upon request of either Contracting Party, to an arbitral tribunal of three members. Each Contracting Party shall appoint one arbitrator who shall be a national of that State and these two arbitrators shall nominate a chairman who shall be a national and resident of a third State.
3. If either Contracting Party fails to appoint its arbitrator within three months from the date of the request for the submission of the dispute to arbitration, he shall be appointed, at the request of either Party, by the President of the International Court of Justice.
4. If both arbitrators cannot agree upon the choice of a chairman within two months following their appointment, he shall be appointed, at the request of either Contracting Party, by the President of the International Court of Justice.

5. If, in the cases specified under paragraphs 3 and 4, the President of the International Court of Justice is prevented from acting or is a national of one of the Parties, the appointments shall be made by the Vice-President. If the Vice-President is prevented from acting or is a national of one of the Parties, the appointments shall be made by the next senior Judge of the Court who is not a national of either Party.

6. Unless the Contracting Parties decide otherwise, the tribunal shall determine its own procedure.

7. The decisions of the tribunal shall be binding on the Contracting Parties.

Article 40

Definition of Terms

1. In this Treaty:

- a. the terms "requesting State" and "requested State" shall be deemed to mean the United States of America or the Swiss Confederation, as the context requires;
- b. the term "state" or "states" shall be deemed to mean any one or more of the states of the United States of America, its territories and possessions, the District of Columbia and the Commonwealth of Puerto Rico, as the context requires;
- c. the term "canton" or "cantons" shall be deemed to mean any one or more of the cantons of the Swiss Confederation;

- d. in any place where the word "in" precedes "requesting State" or "requested State", the phrase is used to refer to all of the territory under the jurisdiction of the United States including its states as defined in subparagraph b, and subdivisions thereof, or to the territory of Switzerland, including its cantons, as, and to the extent, the context requires; and
- e. references to law or procedure in the requesting State or law or procedure to be used in executing requests, are, respectively, intended to refer to the law or procedure which is applicable to the investigation or proceeding being conducted or which would ordinarily be used in comparable investigations or proceedings by the authority executing the request.

2. Where a provision of this Treaty requires the use of a seal by an authority, other than the Central Authority, that authority may employ a hand stamp in lieu thereof, if that authority customarily uses such a stamp in connection with its own matters of like importance. The imprint of such stamp shall be treated as a seal for the purposes of this Treaty and the admissibility of evidence.

3. The expression "articles of evidence" shall not be construed to exclude items which may not be admissible in evidence.

4. Provisions in this Treaty as to admissibility of evidence shall not affect the principle of free consideration of evidence insofar as the courts of Switzerland are concerned.

5. References to assistance required to be, or which may be, furnished pursuant to this Treaty shall be deemed to include assistance of a compulsory as well as noncompulsory nature.

6. References to a "request" or "request for assistance" shall be deemed to include any attachments and supplements thereto.

7. References to "acts" in connection with offenses shall be deemed to include omissions.

8. The term "defendant" shall, unless the context otherwise indicates, be deemed to include a suspect who is a subject of an investigation.

9. The term "counsel" shall be deemed to mean counsel admitted in either State.

10. The term "antitrust laws", as applied to laws in the United States, refers to those provisions compiled in Chapter 1, Title 15, United States Code, and Chapter 2 of the same Title up to but not including Section 77a, et seq.

Article 41

Entry into Force and Termination

1. This Treaty shall be ratified and the instruments of ratification shall be exchanged at Washington as soon as possible.

2. This Treaty shall enter into force 180 days after the date of the exchange of the instruments of ratification^[1] and apply with respect to acts committed before or after entry into force of this Treaty.

3. This Treaty may be terminated by either Contracting Party at any time after five years from entry into force, provided that at least six months prior notice of termination has been given in writing.

IN WITNESS WHEREOF the Plenipotentiaries have signed this Treaty.

DONE at Bern, in duplicate, in the English and German languages, the two texts being equally authoritative, this 25th of May, 1973.

For the President of the
United States of America:

Walter J. Stoessel [2]
Shelby Cullom Davis [3]

For the Swiss Federal Council:

A. Weitnauer [4]

[SEAL]

¹ Jan. 23, 1977.

² Walter J. Stoessel

³ Shelby Cullom Davis

⁴ A. Weitnauer

SCHEDULE

OFFENSES FOR WHICH COMPULSORY MEASURES ARE AVAILABLE

-
1. Murder
 2. Voluntary manslaughter
 3. Involuntary manslaughter
 4. Malicious wounding, inflicting grievous bodily harm intentionally or through gross negligence.
 5. Threat to commit murder; threat to inflict grievous bodily harm.
 6. Unlawful throwing or application of any corrosive or injurious substances upon the person of another.
 7. Kidnapping; false imprisonment or other unlawful deprivation of the freedom of an individual.
 8. Willful nonsupport or willful abandonment of a minor or other dependent person when the life of that minor or other dependent person is or is likely to be injured or endangered.
 9. Rape, indecent assault
 10. Unlawful sexual acts with or upon children under the age of sixteen years.
 11. Illegal abortion.
 12. Traffic in women and children.
 13. Bigamy.
 14. Robbery.
 15. Larceny; burglary; house-breaking or shop-breaking.
 16. Embezzlement, misapplication or misuse of funds.

17. Extortion; blackmail.
18. Receiving or transporting money, securities or other property, knowing the same to have been embezzled, stolen or fraudulently obtained.
19. Fraud, including:
 - a. obtaining property, services, money or securities by false pretenses or by defrauding by means of deceit, falsehood or any fraudulent means;
 - b. fraud against the requesting State, its states or cantons or municipalities thereof;
 - c. fraud or breach of trust committed by any person;
 - d. use of the mails or other means of communication with intent to defraud or deceive, as punishable under the laws of the requesting State.
20. Fraudulent bankruptcy.
21. False business declarations regarding companies and cooperative associations, inducing speculation, unfaithful management, suppression of documents.
22. Bribery, including soliciting, offering and accepting.
23. Forgery and counterfeiting, including:
 - a. the counterfeiting or forgery of public or private securities, obligations, instructions to make payment, invoices, instruments of credit or other instruments;
 - b. the counterfeiting or alteration of coin or money;
 - c. the counterfeiting or forgery of public seals, stamps or marks;
 - d. the fraudulent use of the foregoing counterfeited or forged articles;
 - e. knowingly and without lawful authority, making or having in possession any instrument, instrumentality, tool or machine adapted or intended for the counterfeiting of money, whether coin or paper.

24. Knowingly and willfully making, directly or through another, a false, fictitious or fraudulent statement or representation in a matter within the jurisdiction of any department or agency in the requesting State, and relating to an offense mentioned in this Schedule or otherwise falling under this Treaty.
25. Perjury, subornation of perjury and other false statements under oath.
26. Offenses against the laws relating to bookmaking, lotteries and gambling when conducted as a business.
27. Arson.
28. Willful and unlawful destruction or obstruction of a railroad, aircraft, vessel or other means of transportation or any malicious act done with intent to endanger the safety of any person travelling upon a railroad, or in any aircraft, vessel or other means of transportation.
29. Piracy; mutiny or revolt on board an aircraft or vessel against the authority of the captain or commander of such aircraft or vessel; any seizure or exercise of control, by force or violence or threat of force or violence, of an aircraft or vessel.
30. Offenses against laws (whether in the form of tax laws or other laws) prohibiting, restricting or controlling the traffic in, importation or exportation, possession, concealment, manufacture, production or use of:
 - a. narcotic drugs, cannabis sativa-L, psychotropic drugs, cocaine and its derivatives;
 - b. poisonous chemicals and substances injurious to health;
 - c. firearms, other weapons, explosive and incendiary devices;when violation of such laws causes the violator to be liable to criminal prosecution and imprisonment.

31. Unlawful obstruction of court proceedings or proceedings before governmental bodies or interference with an investigation of a violation of a criminal statute by the influencing, bribing, impeding, threatening, or injuring of any officer of the court, juror, witness, or duly authorized criminal investigator.
32. Unlawful abuse of official authority which results in deprivation of the life, liberty or property of any person.
33. Unlawful injury, intimidation or interference with voting or candidacy for public office, jury service, government employment, or the receipt or enjoyment of benefits provided by government agencies.
34. Attempts to commit, conspiracy to commit, or participation in, any of the offenses enumerated in the preceding paragraphs of this Schedule; accessory after the fact to the commission of any of the offenses enumerated in this Schedule.
35. Any offense of which one of the above listed offenses is a substantial element, even if, for purposes of jurisdiction of the United States Government, elements such as transporting, transportation, the use of the mails or interstate facilities are also included.

STAATSVERTRAG ZWISCHEN DEN VEREINIGTEN
STAATEN VON AMERIKA UND DER SCHWEIZE-
RISCHEN EIDGENOSSENSCHAFT UEBER GEGEN-
SEITIGE RECHTHILFE IN STRAFSACHEN

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von Schriftstücken |
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Kapitel IX
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- Artikel 38 Verhältnis zu anderen Verträgen
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Artikel 40 Bedeutung von Begriffen
Artikel 41 Inkrafttreten und Kündigung

Anhang

Liste der Straftaten, wofür bei der Rechtshilfe Zwangsmassnahmen zulässig sind.

STAATSVERTRAG ZWISCHEN DEN VEREINIGTEN STAATEN VON AMERIKA
UND DER SCHWEIZERISCHEN EIDGENOSSENSCHAFT
UEBER GEGENSEITIGE RECHTSHELFE IN STRAFSACHEN

Der Präsident der Vereinigten Staaten von Amerika
und
der Schweizerische Bundesrat,

vom Wunsche geleitet, einen Staatsvertrag
über gegenseitige Rechtsniffle in Strafsachen abzuschliessen,
haben zu diesem Zwecke zu ihren Bevollmächtigten ernannt:

Der Präsident der Vereinigten Staaten von Amerika:

Herrn Walter J. Stoessel jun.
Assistant Secretary of State for European Affairs

Herrn Shelby Cullom Davis
Ausscrodentlicher und bevollmächtigter
Botschafter der Vereinigten Staaten von
Amerika in der Schweiz

Der Schweizerische Bundesrat:

Herrn Dr. Albert Weitnauer
Schweizerischer Botschafter in Grossbritannien

die, nach Austausch ihrer in guter und gehöriger Form befindenen
Vollmachten, folgentes vereinbart haben:

Kapitel I
ANWENDUNGSBEREICH

Artikel 1

Verpflichtung zur Rechtshilfe

1. Die Vertragsparteien verpflichten sich, gemäss den Bestimmungen dieses Vertrags einander Rechtshilfe zu leisten
 - a. in Ermittlungs- oder Gerichtsverfahren wegen strafbarer Handlungen, deren Ahndung unter die Gerichtsbarkeit des ersuchenden Staats oder eines seiner Gliedstaaten fällt;
 - b. durch Rückgabe an den ersuchenden Staat oder einen seiner Gliedstaaten von Gegenständen oder Vermögenswerten, welche ihnen gehören und durch solche Handlungen erlangt worden sind;
 - c. in Verfahren über Entschädigung für ungerechtfertigte Haft infolge einer gemäss diesem Vertrag getroffenen Massnahme.
2. Eine im ersuchenden Staat strafbare Handlung im Sinne dieses Vertrags liegt vor, wenn in diesem Staat begründeter Verdacht bestent, dass Handlungen verübt worden sind, die einen Straftatbestand erfüllen.
3. Die zuständigen Behörden der Vertragsparteien können vereinbaren, dass Rechtshilfe nach diesem Vertrag auch geleistet wird in ergänzenden Verwaltungsverfahren über Massnahmen, die gegen den Täter einer unter diesen Vertrag fallenden strafbaren Handlung getroffen werden können. Solche Vereinbarungen erfolgen durch Austausch diplomatischer Noten.

TIAS 8302

4. Die Rechtsn Hilfe umfasst, ist jedoch nicht beschränkt auf:

- a. die Feststellung des Aufenthaltes und der Adresse von Personen;
- b. die Abnahme von Zeugenaussagen oder anderen Erklärungen;
- c. die Herausgabe oder Sicherstellung von Gerichtsakten, Schriftstücken oder sonstigen Beweisstücken;
- d. die Zustellung von Gerichts- oder Verwaltungsschriften; und
- e. die Beglaubigung von Schriftstücken.

Artikel 2

Unanwendbarkeit des Vertrags

1. Dieser Vertrag ist nicht anwendbar auf:

- a. Auslieferung oder Verhaftung strafrechtlich verfolgter oder verurteilter Personen;
- b. Vollstreckung von Strafentscheideen;
- c. Ermittlungen oder Verfahren
 - (1) wegen einer strafbaren Handlung, die vom ersuchten Staat als eine politische oder als eine mit einer solchen zusammenhängende strafbare Handlung angesehen wird;
 - (2) wegen einer strafbaren Handlung, die eine Verletzung militärischer Pflichten darstellt;
 - (3) wegen Handlungen einer im ersuchenden Staat unter Militärgerichtsbarkeit stehenden Person, welche in diesem Staat eine Straftat nach dem Militärstrafgesetz darstellen, im ersuchten Staat aber nicht strafbar sind, falls sie von einer in diesem Staat nicht unter Militärgerichtsbarkeit stehenden Person begangen werden;

- (4) zum Vollzug von Kartell- oder Antitrustgesetzen; oder
- (5) wegen Verletzung von Vorschriften über Steuern sowie über Zollabgauen, staatliche Monopolgebühren und den Zahlungsverkehr mit dem Ausland, ausgenommen für Straftaten, die unter Nummer 26 und 30 in der dem Vertrag beigefügten Liste (Liste) aufgeführt sind, sowie für damit zusammenhängende Straftaten nach Nummer 34 und 35 dieser Liste.

2. Ersuchen, die der Strafverfolgung einer im Artikel 6 Absatz 2 beschriebenen Person dienen, wird jedoch entsprochen, wenn sie sich auf Ermittlungen und Verfahren der in Absatz 1 Buchstabe c Ziffern (1), (4) und (5) erwähnten Art beziehen und

- a. im Falle der Ziffern (1) und (4) eine Tat betreffen, die zur Unterstützung der Zwecke einer in Artikel 6 Absatz 3 beschriebenen organisierten Verbrechergruppe begangen worden ist, oder
- b. im Falle der Ziffer (5) die einschlägigen Voraussetzungen nach Artikel 7 erfüllt sind.

3. Beiträge zur Sozialversicherung und öffentlichen Krankenversicherung gelten, auch wenn sie als Steuern erhoben werden, für die Zwecke dieses Vertrags nicht als Steuern.

4. Erfüllen die in einem Ersuchen beschriebenen Handlungen die gesetzlichen Merkmale eines Straftatbestandes, für dessen Verfolgung Rechtshilfe geleistet werden muss oder kann, wie auch eines Tatbestandes, wofür keine Rechtshilfe geleistet wird, so wird dem Ersuchen nicht entsprochen, wenn nach dem Recht des ersuchten Staats eine Strafe nur wegen des letzteren Tatbestandes verhängt werden könnte, es sei denn, dass dieser in der Liste aufgeführt ist.

Artikel 3

Rechtshilfe nach Ermessen

1. Die Rechtshilfe kann verweigert werden, soweit:

- a. der ersuchte Staat der Ansicht ist, dass die Erledigung des Ersuchens geeignet wäre, die Souveränität, Sicherheit oder ähnliche wesentliche Interessen seines Landes zu beeinträchtigen;
- b. das Ersuchen sich auf die Strafverfolgung einer anderen, als einer unter Artikel 6 Absatz 2 fallenden Person bezieht und Handlungen betrifft, aufgrund derer sie im ersuchten Staat wegen einer im wesentlichen entsprechenden Straftat rechtskräftig freigesprochen oder verurteilt wurde, und eine allfällige vernünftige Sanktion noch vollzogen wird oder bereits vollzogen ist.

2. Vor Ablehnung eines Ersuchens nach Absatz 1 prüft der ersuchte Staat, ob die Rechtshilfe unter Auflage der ihm erforderlich erscheinenden Bedingungen bewilligt werden kann. Beschliesst er dies, so müssen die auferlegten Bedingungen im ersuchenden Staat eingehalten werden.

Artikel 4 [1]

Zwangsmassnahmen

1. Im ersuchten Staat dürfen bei Ausführung eines Ersuchens nur Zwangsmassnahmen angewendet werden, die sein Recht für Ermittlungs- oder Gerichtsverfahren wegen einer seiner Gerichtsbarkeit unterworfenen Handlung vorsieht.

¹ See footnote on p. 2028.

2. Solche Massnahmen sollen, selbst wenn das nicht ausdrücklich verlangt wird, angewendet werden, aber nur dann, wenn die Handlung, die das Ersuchen betrifft, die objektiven Merkmale eines Straftatbestandes erfüllt und entweder

- a. nach dem Recht des ersuchten Staats, falls dort verboten, strafbar wäre und sich als einen auf der Liste aufgeführten Tatbestand darstellt; oder
- b. von Nummer 26 der Liste erfasst ist.

3. Handelt es sich um einen Tatbestand, der nicht auf der Liste aufgeführt ist, so entscheidet die Zentralstelle des ersuchten Staats, ob die Bedeutung der Tat Zwangsmassnahmen rechtfertigt.

4. Der Entscheid darüber, ob die Voraussetzungen nach Absatz 2 erfüllt sind, soll vom ersuchten Staat nur aufgrund seines eigenen Rechts getroffen werden. Verschiedenheiten in der technischen Bezeichnung und gesetzliche Merkmale eines Tatbestands, die zur Begründung der Gerichtsbarkeit hinzugefügt sind, sollen unbeachtet bleiben. Die Zentralstelle des ersuchten Staats kann andere Unterschiede in den gesetzlichen Merkmalen eines Tatbestands, die dessen wesentlichen Charakter in diesem Staat nicht berühren, unberücksichtigt lassen.

5. In Fällen, in welchen die Bedingungen von Absatz 2 oder 3 nicht erfüllt sind, soll Rechtshilfe geleistet werden, soweit dies ohne Anwendung von Zwangsmassnahmen möglich ist.

Artikel 5

Beschränkung der Verwendung von Informationen

1. Zeugenaussagen, Erklärungen, Schriftstücke, Akten, Beweisstücke oder andere Gegenstände sowie die darin enthal-

tenen Auskünfte, welche der ersuchende Staat vom ersuchten Staat aufgrund dieses Vertrags erhalten hat, dürfen im ersuchenden Staat in einem Verfahren wegen einer andern strafbaren Handlung als oder, wegen welcher die Rechtshilfe bewilligt worden ist, nicht für Ermittlungen benutzt oder als Beweismittel vorgelegt werden.

2. Jedoch darf, wenn der ersuchte Staat davon benachrichtigt und ihm Gelegenheit zur Stellungnahme hinsichtlich der Anwendbarkeit von Buchstaben a, b und c dieses Absatzes gegeben worden ist, im ersuchenden Staat das in Absatz 1 beschriebene Material für die Durchführung von Ermittlungs- oder Strafverfahren gegen Personen verwendet werden, die

- a. Verdächtigte in einer Untersuchung oder Angeklagte in einem Verfahren sind oder waren, wofür Rechtshilfe bewilligt worden ist, und die unter Verdacht stehen oder angeklagt sind, eine andere Tat begangen zu haben, wegen welcher die Rechtshilfe gewährt werden muss;
- b. der Teilnahme oder Begünstigung verdächtigt oder angeklagt sind hinsichtlich einer Tat, wegen welcher Rechtshilfe bewilligt worden ist; oder
- c. in Artikel 6 Absatz 2 beschrieben sind.

3. Die Vorschriften dieses Vertrags hindern keine Behörde im ersuchenden Staat daran,

- a. das in Absatz 1 erwähnte Material zu verwenden in einem Ermittlungs- oder Gerichtsverfahren über die Leistung von Schadenersatz im Zusammenhang mit einem Verfahren, für das Rechtshilfe gewährt worden ist; oder
- b. aufgrund von Hinweisen, die sich aus dem in Absatz 1 erwähnten Material ergeben, weitere Ermittlungen in einem Strafverfahren vorzunehmen, sofern

- (1) für dieses Verfahren Rechtshilfe zulässig ist;
- (2) vor dem Datum des Ersuchens, auf das sich Absatz 1 bezieht, schon Ermittlungen zur Abklärung einer strafbaren Handlung durchgeführt worden sind; und
- (3) das in Absatz 1 erwähnte Material nicht als Beweismittel verwendet wird.

Kapitel II
BESONDERE VORSCHRIFTEN UEBER DAS
ORGANISIERTE VERBRECHEN

Artikel 6

Allgemeine Voraussetzungen

1. Die Vertragsparteien verpflichten sich, einander bei der Bekämpfung des organisierten Verbrechens Rechtsnachhilfe nach diesem Kapitel mit allen Mitteln zu leisten, die nach den übrigen Vorschriften dieses Vertrags und andern Rechtsvorschriften zulässig sind.
2. Dieses Kapitel findet nur Anwendung auf Ermittlungs- oder Gerichtsverfahren gegen eine Person, die gemäß dem Ersuchen zu den nachstehend beschriebenen Personen gehört oder unter einem glaubhaften Verdacht steht, dazu zu gehören:
 - a. eine Person, die wissentlich an der rechtswidrigen Tätigkeit einer in Absatz 3 beschriebenen organisierten Verbrechergruppe mitwirkt und
 - (1) Mitglied einer solchen Gruppe ist, oder
 - (2) mit einer solchen Gruppe eng verbunden ist und entweder überwachende oder leitende Funktionen ausübt oder regelmäßig durch andere wichtige Dienste die Organisation oder deren Mitglieder unterstützt, oder
 - (3) bei irgendeinem wichtigen Unternehmen einer solchen Gruppe beteiligt ist; oder
 - b. ein öffentlicher Beamter, der seine Amtspflichten verletzt hat, um wissentlich den Wünschen einer solchen Gruppe oder ihrer Mitglieder nachzukommen.
3. Als "organisierte Verbrechergruppe" im Sinne dieses Kapitels gilt eine Vereinigung oder Gruppe von Personen, die sich

auf längere oder unbestimmte Zeit zusammengetan hat, um ganz oder zum Teil mit rechtswidrigen Mitteln Zinkünfte oder andere Gelawerte oder wirtschaftliche Gewinne für sich oder andere zu erzielen und ihre rechtswidrige Tätigkeit gegen strafrechtliche Verfolgung abzuschirmen, und die zur Erreichung ihrer Zwecke in methodischer und systematischer Weise:

- a. wenigstens bei einem Teil ihrer Tätigkeit Gewaltakte oder andere zur Einschüchterung geeignete beidseitig strafbare Handlungen begeht oder zu begehen droht; und
- b. entweder
 - (1) einen Einfluss auf Politik oder Wirtschaft ausübt, insbesondere auf politische Körperschaften oder Organisationen, öffentliche Verwaltungen, die Justiz, auf Geschäftsunternehmen, Arbeitgebervereinigungen oder Gewerkschaften oder andere Arbeitnehmervereinigungen; oder
 - (2) sich formell oder formlos einer oder mehreren ähnlichen Vereinigungen oder Gruppen anschliesst, von denen mindestens eine die in Ziffer 1 hier vor beschriebene Tätigkeit ausübt.

Artikel 7

Umfang der Rechtshilfe

1. Im ersuchten Staat werden Zwangsmassnahmen, auf die sich Artikel 4 bezieht, in bezug auf Ermittlungs- oder Gerichtsverfahren im ersuchenden Staat selbst dann angewendet, wenn die Handlung nach dem im ersuchten Staat geltenden Recht nicht strafbar wäre oder nicht in der Liste erwähnt ist. Vorbehalten bleiben die Einschränkungen nach Absatz 2.

2. Bei Ermittlungen und Verfahren wegen Verletzung von Vorschriften über die in Artikel I des Abkommens vom 24. Mai 1951 zur Vermeidung der Doppelbesteuerung erwünschten Steuern vom persönlichen Einkommen wird Rechtshilfe nach diesem Kapitel ausschliesslich dann geleistet, wenn aufgrund der vom ersuchenden Staat erteilten Auskünfte:

- a. die in die Untersuchung oder das Verfahren verwickelte Person begründeterweise verdächtigt ist, zur oberen Schicht einer organisierten Verbrechergruppe zu gehören, oder als Mitglied, enger Verbündeter oder in anderer Eigenschaft an irgend einer wichtigen Tätigung einer solchen Gruppe wesentlich beteiligt zu sein;
- b. die Beweise, die erforderlich sind, um diese Person für eine Strafverfolgung mit Aussicht auf Erfolg mit Straftaten der organisierten Verbrechergruppe in Verbindung zu bringen, mit der die Person im Sinne von Artikel 6 Absatz 2 verbunden ist, nach seiner Auffassung nicht ausreichen; und
- c. seine Annahme begründet ist, dass die nachgesuchte Rechtshilfe die erfolgreiche Strafverfolgung dieser Person erheblich erleichtern und zu einer genügend langen Freiheitsstrafe führen dürfte, um schwerwiegende nachteilige Folgen für die organisierte Verbrechergruppe zu bewirken.

3. Die Absätze 1 und 2 sind nur anwendbar, wenn nach begründeter Auffassung des ersuchenden Staats die verlangten Auskünfte oder Beweismittel ohne die Mitwirkung der Behörden des ersuchten Staats nicht erlangt werden können, oder deren Beschaffung ohne diese Mitwirkung für den ersuchenden Staat oder seine Gliedstaaten eine unzumutbare Belastung bedeuten würde.

Artikel 8

Verfahren

1. In allen Fällen, in denen in diesem Kapitel ein glaubhafter Verdacht oder eine begründete Annahme oder Auffassung des ersuchenden Staats verlangt wird, übermittelt dieser dem ersuchten Staat die in seinem Besitz befindlichen Auskünfte, auf die ein solcher Verdacht oder eine solche Annahme oder Auffassung gestützt ist. Jedoch ist der ersuchende Staat nicht verpflichtet, die Personen bekannt zu geben, von denen er diese Auskünfte erhalten hat. Auf Verlangen des ersuchenden Staats werden die im Ersuchen enthaltenen Auskünfte von der Zentralstelle des ersuchten Staats als vertraulich behandelt.
2. Die Zentralstelle des ersuchten Staats hat das Recht, die Beurteilung des ersuchenden Staats hinsichtlich der Anwendbarkeit dieses Kapitels zu überprüfen. Sie braucht seine Beurteilung nicht zu übernehmen, falls der Verdacht, die Annahme oder Auffassung, worauf die Beurteilung gestützt ist, ihr nicht Glaubhaft erscheint.
3. Bei der Ausführung eines Rechtshilfeersuchens gemäß Artikel 7 Absatz 2 haben alle Behörden im ersuchten Staat die nach der Strafprozeßordnung vorgesehenen Ermittlungsmassnahmen anzuwenden.
4. Vorschriften im innerstaatlichen Recht über die Geheimhaltungspflicht von Steuerbehörden sind auf deren Auskünfte an alle Behörden, die an der Ausführung eines unter Artikel 7 Absatz 2 fallenden Ersuchens beteiligt sind, nicht anwendbar. Dieser Absatz soll die sonst im innerstaatlichen Recht der Vertragsstaaten enthaltenen Vorschriften über die Auskunfts-pflicht nicht einschränken.

Kapitel III
PFLICHTEN DES ERSUCHTEN STAATS
BEI DER AUSFÜHERUNG VON ERSUCHEN

Artikel 9

Allgemeine Vorschriften über die
Ausführung von Ersuchen

1. Soweit der vorliegende Vertrag nichts anderes bestimmt, werden Ersuchen nach den üblichen Vorschriften ausgeführt, die für Ermittlungen oder Verfahren im ersuchten Staat hinsichtlich einer unter seine Gerichtsbarkeit fallenden Straftat anzuwenden sind.
2. Der ersuchte Staat kann auf Verlangen des ersuchenden Staats die Anwendung von Verfahrensvorschriften bewilligen, welche in diesem Staat für
 - a. Ermittlungs- oder Strafverfahren und
 - b. Zertifizierung und Übermittlung von Schriftstücken, Akten oder Beweisstücken gelten,soweit solche Vorschriften nicht mit dem Recht des ersuchten Staats unvereinbar sind. Eine Durchsuchung oder Beschlagnahme kann nur nach dem Recht des Ortes erfolgen, an welchem das Ersuchen ausgeführt wird.
3. Die zuständigen Gerichts- und anderen Beamten in jedem der beiden Staaten werden mit allen ihnen nach ihrem Recht zur Verfügung stehenden Mitteln bei der Ausführung von Ersuchen des anderen Staats behilflich sein..

Artikel 10

Aussagepflicht im ersuchten Staat

1. Eine Person, deren Zeugenaussage oder Erklärung aufgrund dieses Vertrags verlangt wird, soll in gleichem Masse und in gleichem Umfang gezwungen werden zu erscheinen, auszusagen und Schriftstücke, Akten und Beweisstücke vorzulegen, wie in Ermittlungs- oder Strafverfahren im ersuchten Staat. Sie kann dazu nicht gezwungen werden, falls ihr nach dem Recht eines der beiden Vertragsstaaten ein Verweigerungsrecht zusteht. beruft sich eine Person darauf, ein solches Recht stelle ihr im ersuchenden Staat zu, so ist dafür im ersuchten Staat eine Bescheinigung der Zentralstelle des ersuchenden Staats massgebend.
2. Soweit ein Recht zur Verweigerung des Zeugnisses oder der Herausgabe von Beweismitteln nicht feststeht und Tatsachen, die eine Bank geheimhalten muss oder die ein Fabrikations- oder Geschäftsgesheimnis darstellen, eine Person betreffen, die nach dem Ersuchen in keiner Weise mit der ihm zugrunde liegenden Straftat verbunden zu sein scheint, übermittelt die schweizerische Zentralstelle Beweismittel oder Auskünfte, die solche Tatsachen offenbaren, nur unter folgenden Bedingungen:

- a. das Ersuchen muss die Untersuchung oder Verfolgung einer schweren Straftat betreffen;
- b. die Offenbarung des Geheimnisses muss für die Ermittlung oder den Beweis einer für die Untersuchung oder das Verfahren wesentlichen Tatsache wichtig sein; und
- c. in den Vereinigten Staaten müssen angemessene, aber erfolglos gebliebene Bemühungen unternommen worden sein, um die Beweise oder Auskünfte auf anderem Wege zu beschaffen.

3. Wenn die schweizerische Zentralstelle feststellt, dass in Absatz 2 erwähnte Tatsachen offenbart werden müssten, um das Ersuchen auszuführen, soll sie von den Vereinigten Staaten Auskunft darüber verlangen, aus welchen Gründen sie annehmen, dass Absatz 2 der Offenbarung nicht entgegensteht. Wo nach Ansicht der schweizerischen Zentralstelle diese Auffassung nicht glaubhaft gemacht worden ist, braucht sie die Beurteilung der Vereinigten Staaten nicht zu akzeptieren.

4. Begeht ein Zeuge oder eine andere Person bei der Ausführung eines Ersuchens Handlungen, die im Falle ihrer Begehung gegen die Rechtspflege des ersuchten Staates strafbar wären, so werden diese ungeachtet des bei der Ausführung des Ersuchens angewendeten Verfahrensrechts im ersuchten Staat nach dessen Recht und Praxis verfolgt.

Artikel 11

Aufenthaltsermittlung

Wenn nach Auffassung des ersuchenden Staats Auskünfte über den Aufenthalt von Personen, die sich vermutlich im Hoheitsgebiet des ersuchten Staats aufhalten, für eine Untersuchung oder ein Verfahren im ersuchenden Staat von Bedeutung sind, wird sich der ersuchte Staat nach Kräften bemühen, Aufenthalt und Adresse dieser Personen in seinem Hoheitsgebiet zu ermitteln.

Artikel 12

Besondere Verfahrensvorschriften

1. Wenn der ersuchende Staat ausdrücklich verlangt, dass die Aussage einer Person durch Eid oder Wahrheitsversprechen be-

kräftigt wird, so entspricht der ersuchte Staat diesem Er-suchen auch dann, wenn sein Verfahrensrecht darüber keine Vorschriften hat. In diesem Fall richten sich Zeitpunkt und Form des Eides oder des Wahrheitsversprechens nach den im er-suchenden Staat geltenden Verfahrensvorschriften. Wo ein Eid mit dem geltenden Recht unvereinbar ist, kann er durch ein Wahrheitsversprechen ersetzt werden, auch wenn ein Eid verlangt worden ist; eine solche Aussage wird im ersuchenden Staat als beeidet behandelt.

2. Die Anwesenheit des Beschuldigten oder Angeklagten, sei-nes Rechtsbeistandes oder beider, bei der Ausführung eines Ersuchens wird gestattet, wenn es der ersuchende Staat verlangt.

3. a. Ist die Anwesenheit eines Vertreters einer Behörde im ersuchenden Staat bei der Ausführung eines Er-suchens gesetzliche Voraussetzung für die Zulassung eines Beweismittels, so gestattet der ersuchte Staat die Anwesenheit.
- b. Sollten auch nach Auffassung des ersuchten Staats die Kompliziertheit des Verfahrensgegenstandes oder andere im Rechtshilfesuchen beschriebene Umstände darauf hindeuten, dass die Anwesenheit eine erfolg-reiche Strafverfolgung erheblich erleichtern würde, wird der ersuchte Staat sie ebenfalls bewilligen.
- c. In andern Fällen kann der ersuchte Staat auf Verlan-gen des ersuchenden Staats die Anwesenheit ebenfalls gestatten.
- d. Würden infolge einer solchen Anwesenheit den Vereinig-ten Staaten Tatsachen zugänglich gemacht, die eine Bank in der Schweiz geheimhalten muss oder die dort ein Fabrikations- oder Geschäftsgeheimnis darstellen, so wird die Schweiz die Anwesenheit nur gestatten, wenn die Voraussetzungen für die Offenbarung nach Artikel 10 Absatz 2 gegeben sind.

- e. Die Schweiz kann überdies jederzeit während der Ausführung eines Ersuchens die erwünschten Vertreter ausschliessen bis festgestellt ist, ob diese Voraussetzungen für die Offenbarung gegeben sind.
4. Personen, deren Anwesenheit nach Absatz 2 oder 3 bewilligt ist, haben das Recht, gemäss den im ersuchten Staat geltenden Verfahrensvorschriften Fragen zu stellen, soweit diese nach dem Recht eines der beiden Staaten nicht unstatthaft sind.
5. Werden im ersuchten Staat Zeugenaussagen und Erklärungen nach den Verfahrensvorschriften des ersuchenden Staats verlangt, so sind Personen, welche solche Zeugenaussagen oder Erklärungen abgeben, berücksichtigt, sich während des Verfahrens verbeiständigen zu lassen. Solche Personen sind zu Beginn des Verfahrens über ihr Recht auf einen Rechtsbeistand ausdrücklich zu belehren. Mit Bewilligung der Zentralstelle des ersuchenden Staates kann, wenn nötig, ein Beistand ernannt werden.
6. Verlangt der ersuchende Staat ausdrücklich die Aufnahme eines wörtlichen Protokolls, so wird sich die ausführende Behörde nach Kräften bemühen, diesem Verlangen zu entsprechen.

Kapitel IV
PFLICHTEN DES ERSUCHENDEN STAATS

Artikel 13

**Beschränkung der Verwendung
von Zeugenaussagen**

Aussagen eines Angehörigen des ersuchten Staats, der gemäss diesem Vertrag als Zeuge befragt wurde und auf sein Zeugnisverweigerungsrecht nach Artikel 10 Absatz 1 nicht hingewiesen worden ist, dürfen in einem im ersuchenden Staat gegen ihn gerichteten Strafverfahren nicht zu seinem Nachteil verwendet werden, es sei denn, es handle sich um die Verfolgung einer strafbaren Handlung gegen die Rechtpflege.

Artikel 14

Ausschluss von Sanktionen

Kein Angehöriger des ersuchten Staats, der sich weigerte, nicht erzwingbare Auskünfte zu erteilen, oder gegen den im ersuchten Staat gemäss den Vorschriften dieses Vertrags Zwangsmassnahmen angewendet werden mussten, darf im ersuchenden Staat nur deswegen irgendwelchen gesetzlich vorgesehenen Sanktionen ausgesetzt werden, weil er von seinem vertraglich vorgesehenen Weigerungsrecht Gebrauch gemacht hat.

Artikel 15

Geheimnisschutz

Der ersuchende Staat wird die öffentliche Zugänglichkeit von Beweismitteln und Informationen, die der ersuchte Staat

nach Artikel 10 Absatz 2 bekannt gegeben hat, und deren Bedeutung es nach dessen Auffassung erfordert, auf Verlangen im höchstmöglichen mit den rechtlichen Erfordernissen seiner Verfassung vereinbaren Mass ausschliessen.

Kapitel V

SCHRIFTSTUECKE, AKTEN UND BEWEISSTUECKE

Artikel 16

Gerichts- und Untersuchungssakten

1. Auf Verlangen macht der ersuchte Staat dem ersuchenden Staat die nachstehend erwähnten Dokumente und Gegenstände unter den gleichen Voraussetzungen und im gleichen Umfang zugänglich, wie den Benörden, die im ersuchten Staat vergleichbare Funktionen ausüben:

- a. Urteile und Entscheide der Gerichte; sowie
- b. Schriftstücke, Akten und Beweisstücke, einschliesslich Protokolle und amtliche Zusammenfassungen von Zeugenaussagen, welche sich in den Akten eines Gerichts oder einer Untersuchungsbehörde befinden, auch wenn sie durch eine "Grand Jury" erlangt wurden.

2. Die in Absatz 1 Buchstabe b erwähnten Dokumente werden nur herausgegeben, falls sie sich ausschliesslich auf einen erledigten Fall beziehen, oder soweit die Zentralstelle des ersuchten Staats dies nach ihrem Ermessen bewilligt.

Artikel 17

Vollständigkeit der Schriftstücke

Alle zu übergebenden Schriftstücke und Akten, gleichgültig ob es sich um Originale oder Kopien oder um Auszüge daraus handelt, müssen vollständig und unverändert sein, es sei denn, dass Artikel 3 Absatz 1 zur Anwendung kommt oder

die Schriftstücke oder Akten eine in Artikel 10 Absatz 2 erwähnten Tatsache offenbaren würden und die dort unter Buchstaben a, b und c aufgeführten Erfordernisse nicht erfüllt sind. Der ersuchte Staat wird sich nach Kräften bemühen, auf Verlangen des ersuchenden Staats Schriftstücke und Akten im Original zu übermitteln.

Artikel 18

Geschäftspapiere

1. Wird die Herausgabe von Urkunden, gleichgültig welcher Art und in welcher Form, verlangt, einschliesslich Bücher, Papiere, Erklärungen, Protokolle, Konten oder Schriftstücke, oder von Auszügen daraus, ausgenommen die in Artikel 19 vorgesehenen öffentlichen Urkunden, so ordnet auf ausdrückliches Verlangen des ersuchenden Staats der das ersuchen ausführende Beamte die Herausgabe solcher Urkunden aufgrund einer Verfahrensurkunde an. Der Beamte befragt die Person, die eine solche Urkunde herausgibt, unter Eid oder Wahrheitsversprechen. Er prüft die Urkunde auf ihre Echtheit hin und stellt fest, ob es sich um ein Memorandum oder Protokoll einer Handlung, einer Transaktion, eines Vorfalls oder eines Ereignisses handelt, ob die Urkunde im regulären Geschäftsgang hergestellt worden ist, und ob es dem regulären Geschäftsgang entsprach, eine solche Urkunde zur Zeit der Handlung, der Transaktion, des Vorfalls oder des Ereignisses, oder innerhalb einer angemessenen Frist danach anzufertigen.

2. Der Beamte ist für ein Protokoll der Zeugenaussage besorgt und fügt dieses der Urkunde bei.

3. Wenn der Beamte sich von den in Absatz 1 erwähnten Tatsachen überzeugt hat, so bescheinigt er, was für ein Verfahren beobachtet worden ist, ferner was für Entscheidungen er getroffen hat, und beglaubigt durch sein Zeugnis die Urkunde, oder eine Kopie davon, oder einen Auszug daraus und das Protokoll der Zeugeneinvernahme. Bescheinigung und Zeugnis sind von dem Beamten unter Bezeichnung seiner Amtsfunktion zu unterzeichnen und mit dem Amtssiegel der das Ersuchen ausführenden Behörde zu versetzen.

4. Jede Person, die die beglaubigte Urkunde weiter übermittelt, bescheinigt die Echtheit der Unterschrift und die amtliche Funktion des attestierenden Beamten oder im Falle früherer Zertifizierungen der zuletzt zertifizierenden Person. Die abschliessende Zertifizierung kann erfolgen durch:

- a. einen Beamten der Zentralstelle des ersuchten Staats;
- b. einen im ersuchten Staat amtierenden diplomatischen oder konsularischen Beamten des ersuchenden Staats; oder
- c. einen im ersuchenden Staat amtierenden diplomatischen oder konsularischen Beamten des ersuchten Staats.

5. Betrifft ein Ersuchen nach diesem Artikel ein anhängiges Gerichtsverfahren, so kann der Angeklagte, falls er es verlangt, anwesend und von einem Rechtsbeistand vertreten sein und die Person, die die Urkunde herausgibt, über deren Echtheit und Zulässigkeit als Beweismittel befragen. Falls der Angeklagte verlangt, anwesend oder vertreten zu sein, kann ein Vertreter des ersuchenden Staats oder eines seiner Gliedstaaten ebenfalls anwesend sein und an den Zeugen solche Fragen stellen.

6. Urkunden, Kopien davon, Eintragungen darin oder Auszüge daraus, die diesem Artikel gemäss beglaubigt worden sind und nicht aus anderen Gründen als Beweismittel unzulässig sind, sind ohne weitere Grundlage oder Beglaubigung von jedem Gericht im ersuchenden Staat als Beweis der Handlung, der Transaktion, des Vorfalls, oder des Ereignisses zuzulassen.

7. Wird die Echtheit einer nach Massgabe dieses Artikel beglaubigten Urkunde von einer Partei in irgend einem Verfahren bestritten, so hat diese die Unechtheit der Urkunde zur Zufriedenheit des Gerichts, vor dem das Verfahren anhängig ist, darzutun, wenn sie aus diesem Grund als Beweismittel ausgeschlossen sein soll.

Artikel 19

Öffentliche Urkunden

1. Auf Ersuchen beschafft der ersuchte Staat eine Kopie einer öffentlichen Urkunde oder eines Auszugs daraus und lässt diese Kopie durch das Zeugnis einer dazu befugten Person beglaubigen. Ein solches Zeugnis ist von der Person, die es ausstellt, unter Bezeichnung ihrer Amtsfunktion zu unterzeichnen und mit dem Amtssiegel der das Ersuchen ausführenden Behörde zu versehen. Das in Artikel 18 beschriebene Zertifizierungsverfahren ist zu befolgen.

2. Ausser nach den anwendbaren innerstaatlichen Vorschriften des ersuchenden Staats ist die Kopie einer öffentlichen Urkunde des ersuchten Staates oder einer Eintragung darin ohne zusätzliche Grundlage oder Beglaubigung als Beweismittel zulässig, wenn sie gemäss Absatz 1 beglaubigt und zertifiziert worden und auch anderweitig als Beweismittel zulässig ist.

Artikel 20

Zeugenbeweis zur Beglaubigung von Schriftstücken

1. Die Zentralstelle des ersuchten Staats ist befugt, Personen zum Erscheinen in diesem Staat vor Vertretern des ersuchenden Staats oder eines seiner Gliedstaaten vorzuladen, damit sie Schriftstücke, Akten oder Beweisstücke, die vom ersuchten Staat herausgegeben werden, vorlegen und darüber Zeugnis ablegen, wenn dies nach dem im ersuchenden Staat anwendbaren Recht Voraussetzung ist für deren Zulässigkeit als Beweismittel in einem Strafverfahren und dieser Staat darum ersucht.
2. Die Zentralstelle des ersuchten Staats hat das Recht, einen Vertreter zu bestellen, der dem Verfahren nach Absatz 1 beiwohnen darf. Er ist berechtigt, gegen Fragen Einspruch zu erheben, welche entweder
 - a. mit dem Recht oder der Übung des ersuchten Staats unvereinbar sind; oder
 - b. über den Rahmen von Absatz 1 hinausgehen.

Artikel 21

Rechte an Beweisstücken

Machen der ersuchte Staat, einer seiner Gliedstaaten oder eine Drittperson an Schriftstücken, Akten oder Beweisstücken, deren Herausgabe verlangt oder bewirkt wurde, Eigentum oder sonstige Rechte geltend, so richten sich diese nach dem Recht des Ortes, an dem sie erworben wurden. Eine Vorlage- oder Herausgabepflicht nach diesem Vertrag geht den im vorstehenden Satz erwähnten Rechten vor. Diese Rechte bleiben jedoch anderweitig unberührt.

Kapitel VI

ZUSTELLUNG FUER DEN ERSUCHENDEN
STAAT UND VERWANDTE BESTIMMUNGENArtikel 22

Zustellung von Schriftstücken

1. Die zuständigen Behörden des ersuchten Staats bewirken die Zustellung jeder Verfahrensurkunde, einschliesslich Gerichtsurteile, Entscheide oder gleichartige Schriftstücke, die ihnen zu diesem Zweck vom ersuchenden Staat übermittelt werden. Sofern nicht Zustellung in einer besonderen Form verlangt wird, kann sie durch eingeschriebenen Brief bewirkt werden. Auf Verlangen bewirkt der ersuchte Staat die Zustellung durch persönliche Übergabe an den Empfänger oder, falls dies mit dem Recht des ersuchten Staats vereinbar ist, in irgendeiner anderen Form.
2. Die Zustellung einer Vorladung, im ersuchenden Staat als Zeuge zu erscheinen, an Personen, die nicht Angehörige des ersuchenden Staats sind, kann der ersuchte Staat ablehnen, sofern sie sich im Strafverfahren, worauf sich das Ersuchen bezicht, zu verantworten haben.
3. Ein Ersuchen muss mindestens 30 Tage vor dem für das Erscheinen festgesetzten Termin bei der Zentralstelle des ersuchten Staats eingehen. Diese Frist ist bei der Festsetzung des Zeitpunktes für das Erscheinen und bei der Übermittlung des Ersuchens zu berücksichtigen. Sie kann in sehr dringlichen Fällen von der Zentralstelle des ersuchten Staats gekürzt werden.

4. Die Zustellung wird durch eine vom Empfänger datierte und unterschriebene Bestätigung nachgewiesen oder durch eine Bescheinigung, welche Form und Datum der Zustellung beurkundet und von der sie ausführenden Person unterschrieben ist.

Artikel 23

Persönliches Erscheinen

1. Wird das persönliche Erscheinen einer Person, die in dem Gegenstand des Ersuchens bildenden Strafverfahren nicht angeklagt ist, im ersuchenden Staat für besonders notwendig erachtet, so weist dieser Staat im Ersuchen um Zustellung der Vorladung darauf hin und bezeichnet den Gegenstand der Befragung. Er gibt Art und Höhe der zu zahlenden Entschädigung und der zu erstattenden Auslagen an.
2. Bei der Zustellung der Vorladung fordert die ausführende Behörde den Empfänger auf, vor der zuständigen Behörde des ersuchenden Staats zu erscheinen und fragt ihn, ob er damit einverstanden ist. Der ersuchte Staat gibt dem ersuchenden Staat die Antwort unverzüglich bekannt.
3. Willigt der Adressat ein zu erscheinen, so kann der ersuchte Staat ihm auf Verlangen des ersuchenden Staats einen Vorschuss gewähren. Dieser wird auf der Vorladung vermerkt und vom ersuchenden Staat bei der Abrechnung berücksichtigt.

Artikel 24

Wirkungen der Zustellung

1. Leistet eine andere Person als ein Staatsangehöriger des ersuchenden Staats einer ihr gemäss Artikel 22 zugestellten

Vorladung zum Erscheinen im ersuchenden Staat nicht Folge, so darf sie weder irgendwelchen Nachteilen zivil- oder strafrechtlicher Art, noch anderen Sanktionen oder sonstigem Zwang unterworfen werden, selbst wenn die Vorladung diesbezügliche Androhung enthält.

2. In dem Verfahren, auf das sich das Ersuchen bezieht, richten sich die Wirkungen der Weigerung, eine nach Artikel 22 zugestellte Verfahrensurkunde anzunehmen oder ihr Folge zu leisten, nach dem Recht des ersuchenden Staats.

3. Die Zustellung einer Verfahrensurkunde nach Artikel 22 an andere Personen als Staatsangehörige des ersuchenden Staats begründet keine Gerichtsbarkeit im ersuchenden Staat.

Artikel 25

Erzwingung der Aussage im ersuchenden Staat

1. Eine Person, die aufgrund einer ihr nach diesem Vertrag zugestellten Vorladung vor einer Behörde im ersuchenden Staat erscheint, darf nicht zu einer Zeugenaussage oder Erklärung oder zur Herausgabe von Schriftstücken oder Beweisstücken gezwungen werden, wenn ihr nach dem Recht eines der beiden Staaten ein Verweigerungsrecht zusteht oder der nachfolgende Absatz 2 zur Anwendung kommt. Ein solches Verweigerungsrecht im ersuchten Staat wird angenommen, soweit dort davon Gebrauch gemacht werden könnte, wenn die Handlungen, die Gegenstand der Ermittlungen oder des Verfahrens sind, in dessen Hoheitsgebiet begangen worden wären.

2. Erscheint eine solche Person vor einer Behörde in den Vereinigten Staaten, so darf sie nur insoweit gezwungen werden, Zeugen aussagen zu machen, Erklärungen abzugeben oder Schriftstücke

oder Beweisstücke herauszugeben, welche in Artikel 10 Absatz 2 erwähnte Tatsachen offenbaren würden, als die dort unter Buchstaben a, b und c aufgeführten Voraussetzungen gegeben sind.

3. Beruft sich jemand darauf, dass im ersuchten Staat ein Verweigerungsrecht nach Absatz 1 oder eine Beschränkung nach Absatz 2 bestehet, so ist dafür im ersuchenden Staat eine Bescheinigung der Zentralstelle des ersuchten Staats massgebend; der ersuchende Staat kann jedoch nach deren gebührender Würdigung bezüglich der Anwendbarkeit von Artikel 10 Absatz 2 Buchstabe a, b und c seine eigene Entscheidung treffen.

Artikel 26

Zuführung von Häftlingen

1. Ein Ersuchen nach Artikel 22 kann auch gestellt werden, wenn eine im ersuchten Staat in Haft gehaltene Person als Zeuge oder zur Gegenüberstellung vor einer Behörde im ersuchten Staat benötigt wird.

2. Ein Häftling wird dem ersuchenden Staat zur Verfügung gestellt, wenn

- a. er einwilligt;
- b. keine wesentliche Verlängerung der Haft zu erwarten ist; und
- c. die Zentralstelle des ersuchten Staates feststellt, dass der Zuführung keine anderen wichtigen Gründe entgegenstehen.

3. Die Ausführung des Ersuchens kann verschoben werden, so lange die Anwesenheit des Häftlings für ein Ermittlungs- oder Strafverfahren im ersuchten Staat notwendig ist.

4. Der ersuchende Staat hat das Recht und die Verpflichtung, den Zugeführten in Haft zu halten, sofern nicht der ersuchte Staat seine Freilassung gestattet. Der Häftling wird vom ersuchenden in den ersuchten Staat zurückgeführt, sobald die Umstände es erlauben oder gemäß den getroffenen Abmachungen. Der Häftling verfügt über alle Mittel nach dem Recht im ersuchenden Staat um sicherzustellen, dass seine Haft oder Rückführung mit diesem Artikel und der Verfassung dieses Staats in Übereinstimmung steht.

5. Der ersuchende Staat kann die Rückführung nicht allein deshalb verweigern, weil der Häftling Angehöriger dieses Staats ist.

Artikel 27

Freies Geleit

1. Eine Person, die aufgrund einer ihr nach diesem Vertrag zugestellten Vorladung vor einer Behörde im ersuchenden Staat erscheint, darf in diesem Staat wegen einer Handlung oder Verurteilung aus der Zeit vor ihrer Abreise aus dem ersuchten Staat weder verfolgt, noch, ausgenommen im Falle des Artikels 26 Absatz 4, in Haft genhalten, oder einer sonstigen Beschränkung ihrer persönlichen Freiheit unterworfen werden.

2. Für eine Person, gleich welcher Staatsangehörigkeit, die auf solche Weise erscheint, um sich wegen einer strafbaren Handlung zu verantworten, gelten die Beschränkungen des Absatzes 1 nicht hinsichtlich einer in der Vorladung vermerkten

Handlung oder Verurteilung oder einer darin inbegriffenen geringeren Straftat.

3. Das in diesem Artikel vorgesehene freie Geleit endet, wenn die erschienene Person 10 Tage nach Empfang der amtlichen Mitteilung, dass ihre Anwesenheit nicht länger erforderlich ist, von der Gelegenheit, den ersuchenden Staat zu verlassen, keinen Gebrauch gemacht hat, oder wenn sie nach Verlassen dieses Gebietes dorthin zurückkehrt.

Kapitel VII
ALLGEMEINE VERFAHRENSVORSCHRIFTEN

Artikel 28

Zentralstelle

1. Für die Behandlung von Ersuchen um Rechtshilfe ist eine Zentralstelle zuständig. Zentralstelle für die Vereinigten Staaten ist der Chef des Justizdepartements oder ein von ihm Bevollmächtigter. Zentralstelle für die Schweiz ist die Polizeiaabteilung des Eidgenössischen Justiz- und Polizeidepartementes.
2. Solche Ersuchen werden von der Zentralstelle des er-suchenden Staats aufgrund eines entsprechenden und von ihr genehmigten Antrages für Gerichte oder Behörden des Bundes oder der Gliedstaaten gestellt, die nach Gesetz mit der Untersuchung oder der Verfolgung strafbarer Handlungen be-auftragt sind.
3. Die Zentralstellen der beiden Staaten können zur Aus-führung dieses Vertrages unmittelbar miteinander verkehren.

Artikel 29

Inhalt der Ersuchen

1. Ein Ersuchen um Rechtshilfe soll den Namen der Behörde bezeichnen, die das Ermittlungs- oder Strafverfahren führt, auf welches sich das Ersuchen bezieht, und soweit wie möglich angeben:
 - a. Gegenstand und Art von Untersuchung oder Verfahren und, mit Ausnahme der Ersuchen um Zustellung, eine

Beschreibung der wesentlichen behaupteten oder festzustellenden Handlungen;

- b. den Hauptgrund für die Erforderlichkeit der gewünschten Beweise oder Auskünfte; und
- c. den vollen Namen, Ort und Datum der Geburt und Adresse der Personen, welche im Zeitpunkt des Ersuchens Gegenstand der Untersuchung oder des Verfahrens sind, und alle sonstigen Angaben, die zu ihrer Identifizierung beitragen können.

2. Soweit erforderlich und möglich, soll das Ersuchen enthalten:

- a. die unter Absatz 1 Buchstabe c erwähnten Angaben hinsichtlich eines Zeugen oder jeder andern durch das Ersuchen betroffenen Person;
- b. eine Beschreibung des anzuwendenden Verfahrens;
- c. eine Erklärung, ob die Bekräftigung von Zeugenaussagen oder Erklärungen durch Eid oder Wahrheitsversprechen verlangt wird;
- d. eine Beschreibung der verlangten Auskünfte, Erklärungen oder Zeugenaussagen;
- e. eine Beschreibung der Schriftstücke, Akten oder Beweisstücke, deren Herausgabe oder Sicherstellung verlangt wird, sowie eine Beschreibung der Person, die sie herausgeben soll, und der Form, in der sie reproduziert und beglaubigt werden sollen; und
- f. Angaben über die Entschädigungen und Auslagen, auf die eine im ersuchenden Staat erscheinende Person Anspruch hat.

Artikel 30

Sprache

1. Ersuchen und alle angefügten Unterlagen sollen im Fall eines Ersuchens an die Schweiz mit einer französischen, und im Fall eines Ersuchens an die Vereinigten Staaten mit einer englischen Uebersetzung verschen sein. Wenn nötig, kann die schweizerische Zentralstelle anstelle der französischen Uebersetzung eine deutsche oder italienische Uebersetzung verlangen.
2. Die Uebersetzung aller bei der Ausführung des Ersuchens angefertigten oder erhobenen Protokolle, Erklärungen, Schriftstücke oder Akten ist Sache des ersuchenden Staats.

^o
Artikel 31

Ausführung der Ersuchen

1. Entspricht ein Ersuchen nach Auffassung der Zentralstelle des ersuchten Staats nicht den Bestimmungen dieses Vertrages, so teilt sie dies unverzüglich der Zentralstelle des ersuchten Staats unter Darlegung der Gründe mit. Die Zentralstelle des ersuchten Staats kann die ihr zweckmäßig erscheinenden vorläufigen Massnahmen anordnen.
2. Entspricht ein Ersuchen dem Vertrag, so leitet es die Zentralstelle des ersuchten Staats an die zuständige oder die von ihr bestimmte Behörde des Bundes oder eines seiner Gliedstaaten zur Ausführung weiter. Die Behörde, der ein Ersuchen zugeleitet wird, verfügt bei seiner Ausführung über alle Befugnisse und die Zwangsgewalt, die ihr in einem Ermittlungs- oder Gerichtsverfahren bezüglich einer unter ihre Gerichtsbarkeit fallenden

Tat zusteht. Stellt die Schweiz das Ersuchen, so ermächtigt dieser Absatz, das Erscheinen und die Aussage eines Zeugen, die Vorlage von Schriftstücken, Akten und Beweisstücken durch eine "Grand Jury" erzwingen zu lassen.

3. Die Behörde, an die ein Ersuchen gemäss Absatz 2 weitergeleitet wird, erlässt, wenn nötig, nach ihrem eigenen Verfahrensrecht die erforderlichen Verfahrensurkunden, um das Erscheinen und eine Erklärung oder Zeugenaussage von Personen oder die Herausgabe oder Sicherstellung von Schriftstücken, Akten oder Beweisstücken zu verlangen.

4. Die Ausführung eines Ersuchens kann mit Zustimmung der Zentralstelle des ersuchenden Staats einer dafür geeigneten Privatperson übertragen werden, wenn die Umstände dies erfordern.

5. Ein Ersuchen wird so schnell ausgeführt, wie es die Umstände gestatten.

Artikel 32

Rücksendung des vollzogenen Ersuchens

1. Nach Ausführung eines Ersuchens übermittelt die ausführende Behörde das Original und die erhaltenen Auskünfte und Beweise unter Angabe von Ort und Zeit der Ausführung der Zentralstelle des ersuchten Staats. Diese leitet sie an die Zentralstelle des ersuchenden Staats weiter.

2. Die Übergabe von Schriftstücken, Akten oder Beweisstücken kann aufgeschnitten werden, wenn sie im ersuchten Staat für ein anhängiges amtliches Verfahren benötigt werden und, im Fall von Schriftstücken oder Akten, dem ersuchenden Staat Kopien angeboten wurden.

Artikel 33

Unmöglichkeit der Ausführung

Der ersuchte Staat benachrichtigt den ersuchenden Staat unverzüglich unter kurzer Angabe der Gründe, wenn einem Ersuchen nicht voll entsprochen werden kann:

- a. wegen der Beschränkungen dieses Vertrages;
- b. weil nach sorgfältiger Nachforschung der Aufenthalt der Person, deren Zeugenaussage oder Erklärung verlangt wird, oder an die eine Zustellung bewirkt werden soll, nicht festgestellt werden kann, oder weil ihr Tod wahrscheinlich ist;
- c. weil nach sorgfältiger Nachforschung die Beweismittel nicht gefunden werden konnten; oder
- d. wegen anderer physischer Hindernisse.

Artikel 34

Kosten der Rechtshilfe

1. Der ersuchende Staat vergütet auf Verlangen die folgenden Auslagen, die einer Behörde im ersuchten Staat durch die Ausführung eines Ersuchens entstanden sind: Reisekosten; Vergütungen an Sachverständige; Kosten für die Protokollierung, falls diese von nicht im öffentlichen Dienst stehenden Personen vorgenommen wurde; Kosten für Dolmetscher, Übersetzungskosten; und Vergütungen an einen mit Zustimmung des ersuchenden Staats für einen Zeugen oder Angeklagten bestellten Rechtsbeistand.

2. Für irgendwelche andere Kosten kann keine Vergütung verlangt werden.

3. Alle in Verbindung mit einem Ersuchen nach Artikel 26 entstandenen Kosten werden vom ersuchenden Staat getragen.

4. Gutsprachen oder Sicherheiten für die zu gewärtigenden Kosten werden nicht verlangt.

Artikel 35

Rückgabe übermittelter Beweismittel

Originale von Schriftstücken, Akten oder Beweisstücken, die in Ausführung eines Ersuchens übermittelt worden sind, werden vom ersuchenden Staat so bald wie möglich zurückgegeben, sofern der ersuchte Staat nicht darauf verzichtet. Eine Behörde im ersuchenden Staat ist jedoch berechtigt, von der Rückgabe von Gegenständen abzusehen und darüber gemäß ihrer Rechtsordnung zu verfügen, sofern solche Gegenstände Personen in diesem Staat gehören und wenn im ersuchten Staat weder Eigentum noch sonstige Rechte an diesen Gegenständen geltend gemacht werden oder die auf solchen Rechten beruhenden Forderungen sichergestellt sind.

Kapitel VIII

BENACHRICHTIGUNG. UEBERPRUEFUNG VON ENTSCHEIDEN

Artikel 36

Benachrichtigung

Nach Erhalt eines Ersuchens benachrichtigt der ersuchte Staat:

- a. Personen, von denen die Abgabe einer Erklärung oder Zeugenaussage, oder die Herausgabe von Schriftstücken, Akten oder Beweisstücken verlangt wird;
- b. Personen, die im ersuchenden Staat Verdächtigte in einem Ermittlungsverfahren oder Angeklagte in einem Strafverfahren sind und im ersuchten Staat wohnen, wenn das Recht im ersuchenden Staat es allgemein oder für die Zulassung von Beweismitteln verlangt und dieser Staat darum ersucht; und
- c. Angeklagte in einem Strafverfahren im ersuchenden Staat, wenn das Recht im ersuchten Staat eine solche Benachrichtigung vorschreibt.

Artikel 37

Ueberprüfung von Entscheiden

1. Die in diesem Vertrag vorgesehenen Beschränkungen berechtigen niemanden, in den Vereinigten Staaten eine Klage wegen Nichtzulassung oder nachträglichen Ausschlusses von Beweismitteln anzustrengen oder andere Rechtsmittel in Verbindung mit Ersuchen nach diesem Vertrag zu ergreifen, ausgenommen mit Bezug auf Artikel 9 Absatz 2, Artikel 10 Absatz 1, Artikel 13, Artikel 18 Absatz 7, Artikel 25 Absatz 1, Artikel 26 und 27.

2. In der Schweiz werden das Recht, Rechtsmittel gegen Entscheid von schweizerischen Behörden in Verbindung mit Ersuchen nach diesem Vertrag zu ergreifen und das anwendbare Verfahren in Übereinstimmung mit diesem Vertrag durch Landesrecht geregelt.

3. Im Falle irgendeiner Beschwerde, sei es der ersuchende, sei es der ersuchte Staat, habe es unterlassen, den ihm durch diesen Vertrag auferlegten Verpflichtungen zu entsprechen, kann der Betroffene, wenn bezüglich dieser Beschwerde nicht ein Rechtsbehelf nach Absatz 1 oder 2 vorgesehen ist, die Zentralstelle des anderen Staats unterrichten. Wenn dieser andere Staat der Auffassung ist, diese Beschwerde sei noch weiter abzuklären, wird der erstgenannte Staat um Stellungnahme ersucht werden; nötigenfalls ist die Angelegenheit gemäss Artikel 39 zu erledigen.

Kapitel IX
SCHLUSSBESTIMMUNGEN

Artikel 38

Verhältnis zu anderen Verträgen
und zum Landesrecht

1. Wenn ein in diesem Vertrag vorgesehenes Verfahren die Rechtshilfe in Strafsachen zwischen den Vertragsparteien nach einem anderen Abkommen oder nach dem Recht im ersuchten Staat erleichtern würde, so wird für die Leistung solcher Rechtshilfe das Verfahren nach diesem Vertrag angewendet. Rechtshilfe und Verfahren nach irgendeinem anderen internationalen Vertrag oder Übereinkommen oder nach dem innerstaatlichen Recht in den Vertragsstaaten bleiben von diesem Vertrag unberührt und werden dadurch weder ausgeschlossen noch eingeschränkt.
2. Dieser Vertrag hindert die Vertragsparteien nicht, Ermittlungen und Strafverfahren gemäß ihrem innerstaatlichen Recht zu führen.
3. Die Bestimmungen dieses Vertrags genen abweichenden Vorschriften des innerstaatlichen Rechts in den Vertragsstaaten vor.
4. Die Erteilung von Auskünften zur Verwendung in Fällen betreffend Steuern, die unter das Abkommen vom 24. Mai 1951 zur Vermeidung der Doppelbesteuerung auf dem Gebiete der Steuern vom Einkommen fallen, richtet sich ausschliesslich nach diesen Vorschriften; dies gilt nicht für Verfahren nach Kapitel II des vorliegenden Vertrages, soweit die Bedingungen in Artikel 7 Absatz 2 erfüllt sind.

Artikel 39

Meinungsaustausch. Schiedsgericht

1. Vertreter der Zentralstellen können, wenn es ratsam erscheint, Ihre Meinungen über Auslegung, Anwendung oder Durchführung dieses Vertrages im allgemeinen oder in bezug auf besondere Fälle schriftlich austauschen oder sich für einen mündlichen Meinungsaustausch treffen.
2. Die Zentralstellen werden sich bemühen, Schwierigkeiten oder Zweifel, die über Auslegung oder Anwendung dieses Vertrages entstehen, im gegenseitigen Einverständnis zu lösen. Streitigkeiten zwischen den Vertragsparteien über Auslegung oder Anwendung dieses Vertrages, welche nicht von den Zentralstellen oder durch diplomatische Verhandlungen zwischen den Vertragsparteien zur Zufriedenheit beigelegt werden können, sind, sofern die Parteien nicht ein anderes Einigungsverfahren vereinbaren, auf Ersuchen einer der beiden Vertragsparteien einem aus drei Mitgliedern bestehenden Schiedsgericht zu unterbreiten. Jede Vertragspartei ernennt einen Schiedsrichter, der ein Angehöriger des betreffenden Staats sein muss, und diese beiden Schiedsrichter ernennen einen Vorsitzenden, der ein Angehöriger und Einwohner eines Drittstaats sein muss.
3. Unterlässt es eine Vertragspartei, innert drei Monaten seit dem Datum des Ersuchens um schiedsgerichtliche Entscheidung eines Streites, einen Schiedsrichter zu ernennen, so wird dieser auf Ersuchen einer der beiden Parteien vom Präsidenten des Internationalen Gerichtshofes ernannt.
4. Können die beiden Schiedsrichter sich innerhalb von zwei Monaten nach ihrer Ernennung nicht auf einen Vorsitzenden einigen, so wird dieser auf Ersuchen einer der beiden Vertragsparteien vom Präsidenten des Internationalen Gerichtshofes ernannt.

5. Ist in den in Absatz 3 und 4 angeführten Fällen der Präsident des Internationalen Gerichtshofes am Handeln verhindert oder ist er ein Angehöriger einer der beiden Vertragsparteien, so wird die Ernennung vom Vizepräsidenten vorgenommen. Ist der Vizepräsident am Handeln verhindert oder ist er ein Angehöriger einer der beiden Vertragsparteien, so wird die Ernennung vom rangältesten Richter vorgenommen, der nicht Angehöriger einer der beiden Vertragsparteien ist.

6. Das Schiedsgericht bestimmt sein eigenes Verfahren, sofern nicht die Vertragsparteien etwas anderes vereinbaren.

7. Die Entscheide des Schiedsgerichts sind für die Vertragsparteien verbindlich.

Artikel 40

Bedeutung von Begriffen

1. In diesem Vertrag bedeutet:

- a. der Ausdruck "ersuchender Staat" und "ersuchter Staat" je nach Zusammenhang die Vereinigten Staaten von Amerika oder die Schweizerische Eidgenossenschaft;
- b. der Ausdruck "Staat" oder "Staaten" je nach Zusammenhang einen oder mehrere Gliedstaaten der Vereinigten Staaten von Amerika, ihre Territorien und Besitzungen, den District of Columbia und das Commonwealth of Puerto Rico;
- c. der Ausdruck "Kanton" oder "Kantone" einen oder mehrere Kantone der Schweizerischen Eidgenossenschaft;
- d. der Gebrauch des Wortes "im" vor "ersuchenden Staat" oder "ersuchten Staat" je nach Zusammenhang und soweit erforderlich eine Bezugnahme auf das gesamte Gebiet unter der Hoheit der Vereinigten Staaten, ihre Gliedstaaten im Sinne von Buchstabe b und untergeordneten

Gebietskörperschaften, oder auf das Gebiet der Schweiz einschliesslich ihrer Kantone.

- e. Mit Verweisungen auf das Recht oder das Verfahren im ersuchenden Staat oder auf das Recht oder das Verfahren, das bei der Ausführung von Ersuchen anzuwenden ist, sind Verweisungen auf das Recht oder das Verfahren gemeint, das von der das Ersuchen ausführenden Behörde für ein von ihr geführtes Ermittlungs- oder Gerichtsverfahren anzuwenden ist, oder das in vergleichbaren Ermittlungen oder Verfahren gewöhnlich anzuwenden wäre.

2. Verlangt eine Bestimmung dieses Vertrages von einer anderen Behörde als der Zentralstelle die Benutzung eines Amtssiegels, so darf diese Behörde einen Handstempel benutzen, sofern sie einen solchen üblicherweise in ihren eigenen Angelegenheiten von ähnlicher Wichtigkeit gebraucht. Ein solcher Stempel wird für die Zwecke dieses Vertrages und die Zulassung von Beweismitteln wie ein Amtssiegel behandelt.

3. Der Ausdruck "Beweisstücke" darf nicht dahin ausgelegt werden, dass er Gegenstände ausschliesst, deren Zulassung als Beweismittel fraglich ist;

4. Der Grundsatz der freien Beweiswürdigung bleibt für die Gerichte der Schweiz von den Bestimmungen dieses Vertrages über die Zulässigkeit von Beweismitteln unberührt.

5. Verweisungen auf Rechtshilfe, welche nach diesem Vertrag geleistet werden muss oder geleistet werden kann, umfassen sowohl Rechtshilfe mit als auch solche ohne Anwendung von Zwangsmassnahmen.

6. Verweisungen auf "Ersuchen" oder "Ersuchen um Rechtshilfe" beziehen sich auf alle Beilagen und Ergänzungen.

7. Der Ausdruck "Handlungen", soweit die Verübung von Straftaten gemeint ist, umfasst auch Unterlassungen.

8. Der Ausdruck "Beschuldigter" umfasst, sofern sich aus dem Zusammenhang nichts anderes ergibt, den Verdächtigten in einem hängigen Ermittlungsverfahren.

9. Der Ausdruck "Rechtsbeistand" bedeutet den im einen oder andern Staat zur Ausübung des Anwaltsberufes Zugelassenen.

10. Der Ausdruck "Antitrust-Gesetzgebung" umfasst, auf die Gesetzgebung der Vereinigten Staaten angewendet, alle diejenigen Vorschriften, die im 15. Titel des United States Code, Kapitel 1 und in Kapitel 2 dieses Titels bis einschliesslich Artikel 77 enthalten sind, unter Ausschluss der Artikel 77a ff.

Artikel 41

Inkrafttreten und Kündigung

1. Dieser Vertrag soll ratifiziert und die Ratifikationsurkunden sollen so bald wie möglich in Washington ausgetauscht werden.

2. Dieser Vertrag tritt 180 Tage nach dem Datum des Austausches der Ratifikationsurkunden in Kraft und findet auf vorherige Anwendung.

3. Dieser Vertrag kann nach Ablauf von fünf Jahren nach seinem Inkrafttreten jederzeit von jeder der beiden Vertragsparteien unter Einhaltung einer Frist von mindestens sechs Monaten schriftlich gekündigt werden.

ZU URKUND DESSEN haben die Bevollmächtigten diesen
Vertrag unterzeichnet.

GEFERTIGT in Bern, im Doppel in englischer und deut-
scher Sprache, wobei beide Texte gleicherweise authen-
tisch sind, am 25. Mai 1973.

Für den Präsidenten
der Vereinigten Staaten
von Amerika:

*President. Staates.
H. H. Allen Davis*

Für den Schweizerischen
Bundesrat:

A. Weizmann

[SEAL]

LISTE

Straftaten, für welche Zwangsmassnahmen
angewendet werden können

1. Mord.
2. Vorsätzliche Tötung und Totschlag.
3. Fanrlässige Tötung.
4. Böswillige Verwundung; vorsätzliche oder grobfanrlässige schwere Körperverletzung.
5. Drohung mit dem Tode oder einer schweren Körperverletzung.
6. Widerrechtliches Werfen oder Auflegen einer ätzenden oder schädigenden Substanz auf die Person eines andern.
7. Entführung; unrechtmässiges Gefangenhalten oder andere rechtswidrige Freiheitsberaubung.
8. Böswilliges Nichterfüllen von Unterhaltpflichten oder böswilliges Verlassen eines Minderjährigen oder einer anderen abhängigen Person, wenn das Leben oder die Gesundheit des Minderjährigen oder der abhängigen Person gefährdet ist oder mit grosser Wahrscheinlichkeit gefährdet werden kann.
9. Notzucht; Vornamme unzüchtiger Handlungen.
10. Unzüchtige Handlungen mit Kindern unter 16 Jahren.
11. Widerrechtliche Abtreibung.
12. Frauen- und Kinderhandel.
13. Bigamie.
14. Raub.
15. Diebstahl; Einbruch; Eindringen in ein Haus oder Geschäft.
16. Veruntreuung; Unterschlagung.
17. Erpressung.

18. Annahme oder Transport von Geld, Wertpapieren oder anderen Vermögenswerten mit Wissen, dass diese durch Unterschlagung, Diebstahl oder Betrug erlangt worden sind.
19. Betrug, einschliesslich:
 - a. Erlangung von Vermögenswerten, Leistungen, Geld oder Wertpapieren durch Vorspiegelung falscher Tatsachen oder durch betrügerische Täuschung oder durch andere betrügerische Mittel;
 - b. Betrug gegen den ersuchenden Staat oder seine Gliedstaaten, Bezirke oder Gemeinden;
 - c. Untreue oder Vertrauensmissbrauch begangen durch irgendwelche Personen;
 - d. Benutzung der Post oder anderer Vorkommittel mit der Absicht zu betrügen oder zu täuschen, soweit dies nach den Gesetzen des ersuchenden Staats strafbar ist.
20. Betrügerischer Bankrott.
21. Unwahr Angaben über Handelsgesellschaften und Genossenschaften, Verleitung zur Spekulation, ungetreue Geschäftsführung, Unterdrückung von Urkunden.
22. Bestechung, einschliesslich Verleitung zur, Anbieten oder Annehmen von Bestechung.
23. Fälschung oder Verfälschung, einschliesslich:
 - a. Fälschung oder Verfälschung von öffentlichen oder privaten Wertpapieren, Obligationen, Zahlungsanweisungen, Warenrechnungen (Fakturen), Kreditbriefen oder anderen Dokumenten;
 - b. Fälschung oder Verfälschung von Münzen oder Gelde;
 - c. Fälschung oder Verfälschung von amtlichen Siegeln, Stempeln oder Marken;
 - d. betrügerischer Gebrauch der obengenannten gefälschten oder verfälschten Gegenstände;
 - e. wissenschaftliches und wiederrechtliches Anfertigen oder Besitzen irgendwelcher Geräte, Vorrichtungen, Werkzeuge oder Maschinen, die zum Fälschen von Gelde, Gleichgültig ob Metall- oder Papiergele, geeignet oder bestimmt sind.
24. Wissenschaftliche und vorsätzliche, unmittelbar oder durch einen anderen abgegebene falsche, fiktive oder betrügerische Erklärung oder Darstellung in einer Angelegenheit, für die eine Verwaltungsbehörde im ersuchenden Staat zuständig ist, und die eine in dieser Liste erwünschte oder sonst unter den Vertrag fallende strafbare Handlung betrifft.

25. Heincid, Verleitung zum Meineid und andere falsche und beeidiigte Erklärungen.
26. Zuwidernandlungen gegen die Vorschriften über gewerbsmäßige Wetten, Lotterien und Glücksspiele.
27. Brandstiftung.
28. Vorsätzliche und rechtswidrige Zerstörung oder Beninderung von Eisenbahnen, Luftfahrzeugen, Schiffen oder anderen Transportmitteln, oder irgendeine böswillige handlung in der Absicht, die Sicherheit einer in einem Zuge oder Luftfahrzeug, Schiff oder anderen Transportmittel reisenden Person zu gefährden.
29. Seeräuberei; Meuterci oder Aufruhr an Bord eines Luftfahrzeuges oder Schiffes gegen die Autorität des Kapitäns oder Befehlsnabers; jede Besitzergreifung oder Ausübung der Befehlsgewalt über ein Luftfahrzeug oder Schiff durch Anwendung von Zwang oder Gewalt oder durch drohung mit Zwang oder Gewalt.
30. Zuwidernandlungen gegen Vorschriften (gleichgültig ob in Form von Steuervorschriften oder anderen Gesetzen) betreffend Verbot, beschränkung oder Kontrolle von handel, Einfuhr oder Ausfuhr, Besitz, Verneimlichnung, Fabrikation, Herstellung oder Gebrauch von:
 - a. Rauschgiften, Cannabis sativa-L, psychotropischen Substanzen, Kokain und seinen Derivaten;
 - b. giftigen chemischen Substanzen und Gesundheitsschädlichen Stoffen;
 - c. Feuerwaffen, anderen Waffen, Sprengstoffen und Vorbereitungen zur Brandstiftung;wenn der Täter sich durch die Verletzung solcher Gesetze einer Strafverfolgung und Gefängnisstrafe aussetzt.
31. Rechtswidrige Beninderung von Verfahren vor Gerichten oder Verwaltungsbehörden oder Störung einer Strafuntersuchung durch Einschüchterung, bestechen, Hindern, Bedrohen oder Verletzen von Gerichtsbeamten, Geschworenen, Zeugen oder Untersuchungsbeamten.
32. Rechtswidriger Missbrauch der Amtsgewalt, welcher Verlust von Leben, Freiheit oder Eigentum einer Person zur Folge hat.
33. Rechtswidrige Beeinträchtigung, Einschüchterung oder Störung bei einer Wahl oder Kandidatur für ein öffentliches Amt, der Tätigkeit als Geschworener oder öffentliches Angestellter oder beim Empfang oder Genuss von Leistungen einer öffentlichen Dienststelle.

34. Versuch oder Komplott (conspiracy), eine der in den vorangehenden Abschnitten dieser Liste aufgezählten Straftaten zu begangen; Teilnahme an solchen Straftaten oder deren Begünstigung.
35. Jede Straftat, bei der eine der in dieser Liste angeführten Rechtsverletzungen ein wesentlicher Bestandteil des Sachverhaltes ist, soweit wenn zur Begründung der Bundesgerichtsbarkeit der Vereinigten Staaten das Versenden, der Transport, die Benutzung der Post oder von zwischenstaatlichen Verkehrsmitteln auch Tatbestandmerkmale der besonderen Straftat sind.

[INTERPRETATIVE LETTERS]^[1]

EMBASSY OF THE
UNITED STATES OF AMERICA

Bern, May 25, 1973

Excellency:

I have the honor to refer to the Treaty between the United States of America and the Swiss Confederation on Mutual Assistance in Criminal Matters signed on May 25, 1973, and in particular to Articles 18 and 20 thereof.

It is the understanding of the United States Government that questions which may be asked by representatives of the requesting State under Article 20 do not go beyond the scope of paragraph 1 of that Article insofar as they relate to genuineness and the admissibility of the documents or records. Such questions would include those relating to (1) the responsibility of the witness with respect to the making and maintaining of the documents or records; (2) whether the documents or records were made as memoranda or records of the acts, transactions, occurrences or events they purport to record; (3) whether the documents or records were made in the regular course of business; (4) whether it was the regular course of business to make the documents or records at the time of the act, transaction, occurrence or event recorded therein or within a reasonable time thereafter; (5) the meaning of the entries in the documents or records; and (6) the

His Excellency
Dr. Albert Weitnauer,
Ambassador of Switzerland,
Bern.

¹ Each letter was signed in both the English and German languages.

procedure for making and maintaining the documents or records and obtaining the information recorded therein.

The above also applies to the scope of questions under paragraph 5 of Article 18.

I would appreciate a letter from Your Excellency confirming that the understanding described above is also the understanding of the Swiss Federal Council.

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

Shelby Cullom Davis

Shelby Cullom Davis
Ambassador of the
United States of America

TIAS 8302

EMBASSY OF THE
UNITED STATES OF AMERICA

Bern, den 25. Mai 1973

Exzellenz,

Ich habe die Ehre, auf den Staatsvertrag über gegenseitige Rechtshilfe in Strafsachen zwischen den Vereinigten Staaten von Amerika und der Schweizerischen Eidgenossenschaft, unterzeichnet am 25. Mai 1973, Bezug zu nehmen, insbesondere auf dessen Artikel 18 und 20.

Die Regierung der Vereinigten Staaten ist der Auffassung, dass Fragen, die von Vertretern des ersuchenden Staates nach Artikel 20 gestellt werden können, nicht über den Rahmen von Absatz 1 dieses Artikels hinausgehen, soweit sie sich auf die Echtheit und die Zulässigkeit als Beweismittel von Schriftstücken oder Akten beziehen. Solche Fragen würden diejenigen umfassen:

1. nach der Verantwortung des Zeugen für die Herstellung und die Nachführung von Schriftstücken und Akten;
2. ob die Schriftstücke oder Akten als Memoranda oder Protokolle zur Aufzeichnung von Handlungen, Transaktionen, Vorfällen oder Ereignissen ausgefertigt wurden;

Seiner Exzellenz
Herrn Dr. Albert Weitnauer
Schweizerischer Botschafter

B e r n

3. ob die Schriftstücke oder Akten im ordentlichen Geschäftsgang hergestellt wurden;
4. ob es dem ordentlichen Geschäftsgang entsprach, solche Schriftstücke oder Akten entweder zur Zeit der Handlung, der Transaktion, des Vorfalles oder des Ereignisses, oder innerhalb einer angemessenen Frist danach, herzustellen;
5. nach der Bedeutung einer Eintragung in den Schriftstücken oder Akten; und
6. nach dem Verfahren, das bei der Herstellung und Nachführung der Schriftstücke oder Akten sowie bei der Erlangung der darin vermerkten Auskünfte angewendet wurde.

Das gleiche gilt hinsichtlich von Fragen nach Artikel 18 Absatz 5.

Ich wäre Ihnen dankbar, wenn Sie mir in einem Brief bestätigen, dass die vorstehenden Ausführungen auch der Auffassung des Schweizerischen Bundesrates entsprechen.

Genehmigen Sie, Exzellenz, die erneute Versicherung meiner ausgezeichnetsten Hochachtung.

Shelby Cullom Davis

Shelby Cullom Davis

Botschafter der
Vereinigten Staaten von Amerika



EIDGENÖSSISCHES POLITISCHES DEPARTEMENT

Bern, den 25. Mai 1973

Exzellenz,

Ich beeindre mich, den Empfang Ihres Schreibens folgenden Wortlautes vom 25. Mai 1973 anzugeigen:

" Ich habe die Ehre, auf den Staatsvertrag über gegenseitige Rechtshilfe in Strafsachen zwischen den Vereinigten Staaten von Amerika und der Schweizerischen Eidgenossenschaft, unterzeichnet am 25. Mai 1973, Bezug zu nehmen, insbesondere auf dessen Artikel 18 und 20.

Die Regierung der Vereinigten Staaten ist der Auffassung, dass Fragen, die von Vertretern des ersuchenden Staats nach Artikel 20 gestellt werden können, nicht über den Rahmen von Absatz 1 dieses Artikels hinausgehen, soweit sie sich auf die Echtheit und die Zulässigkeit als Beweismittel von Schriftstücken oder Akten beziehen. Solche Fragen würden diejenigen umfassen:

1. nach der Verantwortung des Zeugen für die Herstellung und die Nachführung von Schriftstücken und Akten;
2. ob die Schriftstücke oder Akten als Memoranda oder Protokolle zur Aufzeichnung von Handlungen, Transaktionen, Vorfällen oder Ereignissen ausgefertigt wurden;

Seiner Exzellenz
Herrn Shelby Cullom Davis
Botschafter der
Vereinigten Staaten von Amerika

B e r n

3. ob die Schriftstücke oder Akten im ordentlichen Geschäftsgang hergestellt wurden;
4. ob es dem ordentlichen Geschäftsgang entsprach, solche Schriftstücke oder Akten entweder zur Zeit der Handlung, der Transaktion, des Vorfallen oder des Ereignisses, oder innerhalb einer angemessenen Frist danach, herzustellen;
5. nach der Bedeutung einer Eintragung in den Schriftstücken oder Akten; und
6. nach dem Verfahren, das bei der Herstellung und Nachführung der Schriftstücke oder Akten sowie bei der Erlangung der darin vermerkten Auskünfte angewendet wurde.

Das gleiche gilt hinsichtlich von Fragen nach Artikel 18 Absatz 5.

Ich wäre Ihnen dankbar, wenn Sie mir in einem Brief bestätigen, dass die vorstehenden Ausführungen auch der Auffassung des Schweizerischen Bundesrates entsprechen."

Ich habe die Ehre zu bestätigen, dass die in Ihrem Brief dargelegte Auffassung mit derjenigen des Schweizerischen Bundesrates übereinstimmt.

Genehmigen Sie, Exzellenz, die erneute Versicherung meiner ausgezeichneten Hochachtung.



Dr. Albert Weitnauer
Schweizerischer Botschafter



EIDGENÖSSISCHES POLITISCHES DEPARTEMENT

Bern, May 25, 1973.

Excellency:

I have the honor to acknowledge receipt of your letter of May 25, 1973, which reads as follows:

"I have the honor to refer to the Treaty between the United States of America and the Swiss Confederation on Mutual Assistance on Criminal Matters signed on May 25, 1973, and in particular to Articles 18 and 20 thereof.

It is the understanding of the United States Government that questions which may be asked by representatives of the requesting State under Article 20 do not go beyond the scope of paragraph 1 of that Article insofar as they relate to the genuineness and admissibility of the documents or records. Such questions would include those relating to (1) the responsibility of the witness with respect to the making and maintaining of the documents or records; (2) whether the documents or records were made as memoranda or records of the acts, transactions, occurrences or events they purport to record; (3) whether the documents or records were made in the regular course of business; (4) whether it was the regular course of business to make the documents or records at the time of the act, transaction, occurrence or event recorded therein or within a reasonable time thereafter; (5) the meaning of the entries in the documents or records; and (6) the procedure for making and maintaining the documents or records and obtaining the information recorded therein.

His Excellency
Shelby Cullom Davis
Ambassador of the United States
of America

B e r n

The above also applies to the scope of questions under paragraph 5 of Article 18.

I would appreciate a letter from your Excellency confirming that the understanding described above is also the understanding of the Swiss Federal Council."

I have the honor to confirm that the understanding set forth in your letter accords with that of the Swiss Federal Council.

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



Dr. Albert Weitnauer
Ambassador of Switzerland

EMBASSY OF THE
UNITED STATES OF AMERICA

Bern, May 25, 1973

Excellency:

I have the honor to refer to the Treaty between the United States of America and the Swiss Confederation on Mutual Assistance in Criminal Matters signed on May 25, 1973, and in particular to Article 5 thereof, and to bring to your attention the understanding of the United States Government with respect to that Article:

(A) The limitations on use set forth in Article 5 are intended only as an agreement between Governments and, as provided in paragraph 1 of Article 37, do not give rise to a right on the part of any person to take any action in the United States to suppress or exclude any evidence or to obtain other judicial relief. Where any person alleges that any authority in the United States has used materials obtained from Switzerland in a manner inconsistent with the limitations of Article 5, his recourse would be for him to inform the Central Authority of Switzerland for consideration only as a matter between Governments and he has no standing to have such allegations considered in any

His Excellency

Dr. Albert Weitnauer,
Ambassador of Switzerland,
Bern.

proceeding in the United States. Where such allegations are deemed by the requested State to require explanation, an inquiry may be put to the requesting State. The response of that State may, as appropriate, be in writing or an oral exchange pursuant to the consultation procedure of paragraph 1 of Article 39.

(B) The reference in subparagraph b of paragraph 3 of Article 5 to any criminal investigation or proceeding for which assistance may be given includes investigations or proceedings for which assistance is required to be or may be granted under the Treaty, whether or not compulsory measures would or could be utilized.

(C) The limitations on use set forth in Article 5 are not intended to restrict the use of information which has become public any more than the use of information which has become public would be restricted in the requested State.

(D) The limitations on use set forth in Article 5 are not intended to apply to the submission of additional requests for assistance under the Treaty where the requests relate to offenses which are either listed in the Schedule or which are serious in the sense of paragraph 2 of Article 10.

(E) The limitations on use set forth in Article 5 are not intended to apply to any use to which the requested State specifically consents.

I would appreciate a letter from Your Excellency confirming that the understanding described above is also the understanding of the Swiss Federal Council.

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

Shelby Cullom Davis

Shelby Cullom Davis
Ambassador of the
United States of America

EMBASSY OF THE
UNITED STATES OF AMERICA

Bern, den 25. Mai 1973

Exzellenz,

Ich habe die Ehre, auf den Staatsvertrag über gegenseitige Rechtshilfe in Strafsachen zwischen den Vereinigten Staaten von Amerika und der Schweizerischen Eidgenossenschaft, unterzeichnet am 25. Mai 1973, Bezug zu nehmen, insbesondere auf dessen Artikel 5, und Ihnen die Auffassung der Regierung der Vereinigten Staaten hinsichtlich dieses Artikels zur Kenntnis zu bringen:

(A) Die in Artikel 5 festgesetzten Verwendungsbeschränkungen haben lediglich den Sinn einer Vereinbarung zwischen Regierungen und berechtigen gemäss Artikel 37 Absatz 1 niemanden, in den Vereinigten Staaten ein Beweismittel ausschliessen oder aus dem Recht weisen zu lassen oder irgend eine andere gerichtliche Verfügung zu erwirken. Behauptet jemand, eine Behörde in den Vereinigten Staaten von Amerika habe von der Schweiz erhaltenes Material in einer mit den Beschränkungen des Artikels 5 nicht vereinbarten Art verwendet, so steht als Rechtsbehelf aus-

Seiner Exzellenz
Herrn Dr. Albert Weitnauer
Schweizerischer Botschafter

B e r n

schliesslich die Möglichkeit zur Verfügung, die schweizerische Zentralstelle zu benachrichtigen, die sich damit nur im Sinne einer Angelegenheit zwischen Regierungen zu befassen hat; es besteht keine Legitimation zur Veranlassung der Ueberprüfung solcher Behauptungen in irgend einem Verfahren in den Vereinigten Staaten von Amerika. Der ersuchte Staat verlangt, wenn diese Behauptungen nach seiner Auffassung eine Abklärung erfordern, vom ersuchenden Staat Auskunft. Dieser Staat kann seine Antwort, je nach Lage der Dinge, schriftlich erteilen oder bei einem mündlichen Meinungsaustausch nach Artikel 39 Absatz 1.

- (B) Die Bezugnahme in Absatz 3 Buchstabe b des Artikels 5 auf ein Strafverfahren, für das Rechtshilfe zulässig ist, schliesst alle Verfahren ein, für die nach dem Vertrag Rechtshilfe zu leisten ist oder gewährt werden kann, gleichgültig, ob dabei im ersuchten Staat Zwangsmassnahmen angewendet werden müssten oder nicht.
- (C) Die Verwendungsbeschränkungen nach Artikel 5 haben nicht den Sinn, die Verwendung öffentlich bekannt gewordener Informationen mehr zu beschränken, als dies der Fall wäre hinsichtlich Informationen, die im ersuchten Staat öffentlich bekannt geworden sind.
- (D) Die Verwendungsbeschränkungen nach Artikel 5 sollen nicht angewendet werden auf die Einreichung zusätz-

licher Rechtshilfeersuchen auf Grund des Vertrags, soweit diese sich auf strafbare Handlungen beziehen, die entweder in der Liste erwähnt oder als schwer zu qualifizieren sind im Sinne von Artikel 10 Absatz 2.

- (E) Die Verwendungsbeschränkungen nach Artikel 5 beziehen sich nicht auf eine Verwendung, welcher der ersuchte Staat besonders zugestimmt hat.

Ich wäre Ihnen dankbar, wenn Sie mir in einem Brief bestätigen, dass die vorstehenden Ausführungen auch der Auffassung des Schweizerischen Bundesrates entsprechen.

Genehmigen Sie, Exzellenz, die erneute Versicherung meiner ausgezeichnetsten Hochachtung.

Shelby Cullom Davis

Shelby Cullom Davis

Botschafter der
Vereinigten Staaten von Amerika



EIDGENÖSSISCHES POLITISCHES DEPARTEMENT

Bern, den 25. Mai 1973

Exzellenz,

Ich beeche mich, den Empfang Ihres Schreibens folgenden Wortlautes vom 25. Mai 1973 anzuzeigen:

" Ich habe die Ehre, auf den Staatsvertrag über gegenseitige Rechtshilfe in Strafsachen zwischen den Vereinigten Staaten von Amerika und der Schweizerischen Eidgenossenschaft, unterzeichnet am 25. Mai 1973, Bezug zu nehmen, insbesondere auf dessen Artikel 5, und Ihnen die Auffassung der Regierung der Vereinigten Staaten hinsichtlich dieses Artikels zur Kenntnis zu bringen:

(A) Die in Artikel 5 festgesetzten Verwendungsbeschränkungen haben lediglich den Sinn einer Vereinbarung zwischen Regierungen und berechtigen gemäss Artikel 37 Absatz 1 niemanden, in den Vereinigten Staaten ein Beweismittel ausschliessen oder aus dem Recht weisen zu lassen oder irgend eine andere gerichtliche Verfügung zu erwirken. Behauptet jemand, eine Behörde in den Vereinigten Staaten von Amerika habe von der Schweiz erhaltenes Material in einer mit den Beschränkungen des Artikels 5 nicht vereinbaren Art verwendet, so steht als Rechtsbehelf ausschliesslich die Möglichkeit zur Verfügung, die schweizerische Zentralstelle zu benachrichtigen, die sich damit nur im Sinne einer Angelegenheit zwischen Regierungen zu

Seiner Exzellenz
Herrn Shelby Cullom Davis
Botschafter der
Vereinigten Staaten von Amerika

B e r n

befassen hat; es besteht keine Legitimation zur Veranlassung der Ueberprüfung solcher Behauptungen in irgend einem Verfahren in den Vereinigten Staaten von Amerika. Der ersuchte Staat verlangt, wenn diese Behauptungen nach seiner Auffassung eine Abklärung erfordern, vom ersuchten Staat Auskunft. Dieser Staat kann seine Antwort, je nach Lage der Dinge, schriftlich erteilen oder bei einem mündlichen Meinungsaustausch nach Artikel 39 Absatz 1.

- (B) Die Bezugnahme in Absatz 3 Buchstabe b des Artikels 5 auf ein Strafverfahren, für das Rechtshilfe zulässig ist, schliesst alle Verfahren ein, für die nach dem Vertrag Rechtshilfe zu leisten ist oder gewährt werden kann, gleichgültig, ob dabei im ersuchten Staat Zwangsmassnahmen angewendet werden müssten oder nicht.
- (C) Die Verwendungsbeschränkungen nach Artikel 5 haben nicht den Sinn, die Verwendung öffentlich bekannt gewordener Informationen mehr zu beschränken, als dies der Fall wäre hinsichtlich Informationen, die im ersuchten Staat öffentlich bekannt geworden sind.
- (D) Die Verwendungsbeschränkungen nach Artikel 5 sollen nicht angewendet werden auf die Einreichung zusätzlicher Rechtshilfeersuchen auf Grund des Vertrags, soweit diese sich auf strafbare Handlungen beziehen, die entweder in der Liste erwähnt oder als schwer zu qualifizieren sind im Sinne von Artikel 10 Absatz 2.
- (E) Die Verwendungsbeschränkungen nach Artikel 5 beziehen sich nicht auf eine Verwendung, welcher der ersuchte Staat besonders zugestimmt hat.

Ich wäre Ihnen dankbar, wenn Sie mir in einem Brief bestätigen, dass die vorstehenden Ausführungen auch der Auffassung des Schweizerischen Bundesrates entsprechen."

Ich habe die Ehre zu bestätigen, dass die in Ihrem Brief
dargelegte Auffassung mit derjenigen des Schweizerischen Bundes-
rates übereinstimmt.

Genehmigen Sie, Exzellenz, die erneute Versicherung
meiner ausgezeichneten Hochachtung.



Dr. Albert Weitnauer
Schweizerischer Botschafter



EIDGENÖSSISCHES POLITISCHES DEPARTEMENT

Bern, May 25, 1973.

Excellency,

I have the honor to acknowledge receipt of your letter of May 25, 1973, which reads as follows:

"I have the honor to refer to the Treaty between the United States of America and the Swiss Confederation on Mutual Assistance in Criminal Matters signed on May 25, 1973, and in particular to Article 5 thereof, and to bring to your attention the understanding of the United States Government with respect to that Article:

(A) The limitations on use set forth in Article 5 are intended only as an agreement between Governments and, as provided in paragraph 1 of Article 37, do not give rise to a right on the part of any person to take any action in the United States to suppress or exclude any evidence or to obtain other judicial relief. Where any person alleges that any authority in the United States has used materials obtained from Switzerland in a manner inconsistent with the limitations of Article 5, his recourse would be for him to inform the Central Authority of Switzerland for consideration only as a matter between Governments and he has no standing to have such allegations considered in any proceeding in the United States. Where such allegations are deemed by the requested State to require explanation, an inquiry may be put to the requesting State. The response of that State may, as appropriate, be in writing or an oral exchange pursuant to the consultation procedure of paragraph 1 of Article 39.

His Excellency
Shelby Cullom Davis
Ambassador of the United States
of America

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TIAS 8302

- (B) The reference in subparagraph b. of paragraph 3 of Article 5 to any criminal investigation or proceeding for which assistance may be given includes investigations or proceedings for which assistance is required to be or may be granted under the Treaty, whether or not compulsory measures would or could be utilized.
- (C) The limitations on use set forth in Article 5 are not intended to restrict the use of information which has become public any more than the use of information which has become public would be restricted in the requested State.
- (D) The limitations on use set forth in Article 5 are not intended to apply to the submission of additional requests for assistance under the Treaty where the requests relate to offenses which are either listed in the Schedule or which are serious in the sense of paragraph 2 of Article 10.
- (E) The limitations on use set forth in Article 5 are not intended to apply to any use to which the requested State specifically consents.

I would appreciate a letter from your Excellency confirming that the understanding described above is also the understanding of the Swiss Federal Council."

I have the honor to confirm that the understanding set forth in your letter accords with that of the Swiss Federal Council.

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

A. Weitnauer
Dr. Albert Weitnauer
Ambassador of Switzerland



EIDGENÖSSISCHES POLITISCHES DEPARTEMENT

Bern, den 25. Mai 1973

Exzellenz,

Ich habe die Ehre, auf den Staatsvertrag über gegenseitige Rechtshilfe in Strafsachen zwischen der Schweizerischen Eidgenossenschaft und den Vereinigten Staaten von Amerika, unterzeichnet am 25. Mai 1973, Bezug zu nehmen, insbesondere auf dessen Artikel 10 Absatz 2.

Der Schweizerische Bundesrat ist bezüglich des in Buchstabe a dieser Bestimmung verwendeten Ausdrucks "schwere Straftat" der Auffassung, dass diese Anforderung erfüllt ist, wenn die Tat objektiv schwer ist, es sei denn, dass wesentliche Tatsachen oder andere Umstände, wie die Verwerflichkeit der Absicht oder die Art und Weise der Begehung, sie als "schwer" qualifizieren. Ob ein in der Liste erwähnter Tatbestand das Erfordernis der "objektiven Schwere" erfüllt, beurteilt sich nach folgenden Kriterien:

1. Mangels klarer Hinweise auf das Gegenteil wird angenommen, dass eine Straftat "schwer" ist, wenn sie
 - a. eine unter den Nummern 1, 2, 5, 7, 9, 10, 12, 14, 17, 22, 25, 28-30, 32 und 33 erwähnte Tat ist. Hinsichtlich der unter Nummer 30 aufgeführten Taten wird jedoch im Einzelfall zu prüfen sein, ob Natur und Menge des

Seiner Exzellenz
Herrn Shelby Cullom Davis
Botschafter der
Vereinigten Staaten von Amerika

B e r n

- Stoffes, das vorgeworfene Verhalten und die weitere Tätigkeit des Verdächtigten oder Angeklagten die Qualifikation "schwer" rechtfertigen;
- b. unter Anwendung von Gewalt oder Waffen begangen wurde;
 - c. durch eine Bande begangen wurde; oder
 - d. schwere Folgen für das Opfer hatte.
2. Straftaten gegen das Vermögen, zum Beispiel Nummer 15, 16, 18-21, 23 und 27 der Liste, gelten als "schwer", wenn der bezifferbare Deliktsbetrag \$ 1'000.-- übersteigt. Im Falle einer erheblichen Änderung der Wechselkurse in einem der beiden Staaten oder in beiden soll der Deliktsbetrag im Verfahren nach Artikel 39 Absatz 1 und 2 geprüft und nötigenfalls neu festgesetzt werden.
3. Ob die unter Nummern 34 und 35 erwähnten Straftaten "schwer" sind, wird anhand der ihnen zugrundeliegenden Taten bestimmt.

In bezug auf Ersuchen, die der Verfolgung einer in Artikel 6 Absatz 2 beschriebenen Person dienen, werden beim Entscheid darüber, ob die Bedingung gemäss Artikel 10 Absatz 2 Buchstabe a erfüllt sei, Gewaltakte oder andere, von der organisierten Verbrechergruppe begangene schwere Straftaten berücksichtigt.

Ich wäre Ihnen dankbar, wenn Sie mir in einem Brief bestätigen, dass die vorstehenden Ausführungen auch der Auffassung der Regierung der Vereinigten Staaten von Amerika entsprechen.

Genehmigen Sie, Exzellenz, die erneute Versicherung meiner ausgezeichneten Hochachtung.



Dr. Albert Weitnauer
Schweizerischer Botschafter



EIDGENÖSSISCHES POLITISCHES DEPARTEMENT

Bern, May 25, 1973.

Excellency:

I have the honor to refer to the Treaty between the Swiss Confederation and the United States of America on Mutual Assistance in Criminal Matters signed on May 25, 1973, and in particular to paragraph 2 of Article 10 thereof.

With respect to the expression "serious offense" used in that provision, it is the understanding of the Swiss Federal Council that this standard is based on the objective gravity of the offense, unless the pertinent facts and other circumstances, such as the degree of malice and mode of perpetration, justify such characterization. In applying the objective gravity standard to certain of the offenses listed in the Schedule, the following criteria are applicable:

1. In the absence of clear indication to the contrary, an offense will be presumed to be "serious" if:
 - a. It is specified in items 1, 2, 5, 7, 9, 10, 12, 14, 17, 22, 25, 28-30, 32 and 33. However, with respect to the offenses specified in item 30, each case will be examined individually to determine whether the nature and quantity of the materials, the conduct charged, and the other activities of the suspect or defendant warrant characterization as serious;
 - b. violence or weapons are used;
 - c. it is committed by a gang; or
 - d. it results in serious harm to the victim.

His Excellency
Shelby Cullom Davis
Ambassador of the
United States of America

B e r n

2. In the case of property offenses, for example, items 15, 16, 18-21, 23, and 27 of the Schedule, an offense will be considered "serious" if the measurable amount involved in the offense is in excess of \$1000. In the event that monetary values should undergo a material change in either country or both, the determinate amount of the offense shall, in procedures pursuant to paragraphs 1 and 2 of Article 39, be reexamined and, if necessary, be redetermined.
3. Whether the offenses referred to in items 34 and 35 of the Schedule are "serious" will be determined by considering the underlying offenses.

As to requests made for the purpose of prosecuting a person described in paragraph 2 of Article 6, in determining whether the condition of paragraph 2.a of Article 10 has been met, the acts of violence or other serious offenses committed by the organized criminal group shall be taken into account.

I would appreciate a letter from your Excellency confirming that the understanding described above is also the understanding of the United States Government.

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



Dr. Albert Weitnauer
Ambassador of Switzerland

EMBASSY OF THE
UNITED STATES OF AMERICA

Bern, May 25, 1973

Excellency:

I have the honor to acknowledge receipt of your letter of May 25, 1973, which reads as follows:

"I have the honor to refer to the Treaty between the Swiss Confederation and the United States of America on Mutual Assistance in Criminal Matters signed on May 25, 1973, and in particular to paragraph 2 of Article 10 thereof.

"With respect to the expression 'serious offense' used in that provision, it is the understanding of the Swiss Federal Council that this standard is based on the objective gravity of the offense, unless the pertinent facts and other circumstances, such as the degree of malice and mode of perpetration, justify such characterization. In applying the objective gravity standard to certain of the offenses listed in the Schedule, the following criteria are applicable:

"1. In the absence of clear indication to the contrary, an offense will be presumed to be 'serious' if:

His Excellency
Dr. Albert Weitnauer,
Ambassador of Switzerland,
Bern.

- "a. It is specified in items 1, 2, 5, 7, 9, 10, 12, 14, 17, 22, 25, 28-30, 32 and 33. However, with respect to the offenses specified in item 30, each case will be examined individually to determine whether the nature and quantity of the materials, the conduct charged, and the other activities of the suspect or defendant warrant characterization as serious;
 - "b. violence or weapons are used;
 - "c. it is committed by a gang; or
 - "d. it results in serious harm to the victim.
- "2. In the case of property offenses, for example, items 15, 16, 18-21, 23, and 27 of the Schedule, an offense will be considered 'serious' if the measurable amount involved in the offense is in excess of \$1,000. In the event that monetary values should undergo a material change in either country or both, the determinate amount of the offense shall, in procedures pursuant to paragraphs 1 and 2 of Article 39, be reexamined and, if necessary, be re-determined.
- "3. Whether the offenses referred to in items 34 and 35 of the Schedule are 'serious' will be determined by considering the underlying offenses.

"As to requests made for the purpose of prosecuting a person described in paragraph 2 of Article 6, in determining whether the condition of

May 25, 1973
Dec. 23, 1975

paragraph 2.a of Article 10 has been met, the acts of violence or other serious offenses committed by the organized criminal group shall be taken into account.

"I would appreciate a letter from your Excellency confirming that the understanding described above is also the understanding of the United States Government."

I have the honor to confirm that the understanding set forth in your letter accords to that of the Government of the United States of America.

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

Shelby Cullom Davis

Shelby Cullom Davis
Ambassador of the
United States of America

EMBASSY OF THE
UNITED STATES OF AMERICA

Bern, den 25. Mai 1973

Exzellenz,

Ich beeche mich, den Empfang Ihres Schreibens folgenden Wortlautes vom 25. Mai 1973 anzugeben:

" Ich habe die Ehre, auf den Staatsvertrag über gegenseitige Rechtshilfe in Strafsachen zwischen der Schweizerischen Eidgenossenschaft und den Vereinigten Staaten von Amerika, unterzeichnet am 25. Mai 1973, Bezug zu nehmen, insbesondere auf dessen Artikel 10 Absatz 2.

Der Schweizerische Bundesrat ist bezüglich des in Buchstabe a dieser Bestimmung verwendeten Ausdrucks "schwere Straftat" der Auffassung, dass diese Anforderung erfüllt ist, wenn die Tat objektiv schwer ist, es sei denn, dass wesentliche Tatsachen oder andere Umstände, wie die Verwerflichkeit der Absicht oder die Art und Weise der Begehung, sie als "schwer" qualifizieren. Ob ein in der Liste erwähnter Tatbestand das Erfordernis der "objektiven Schwere" erfüllt, beurteilt sich nach folgenden Kriterien:

Seiner Exzellenz
Herrn Dr. Albert Weitnauer
Schweizerischer Botschafter

B e r n

1. Mangels klarer Hinweise auf das Gegenteil wird angenommen,
dass eine Straftat "schwer" ist, wenn sie

- a. eine unter den Nummern 1, 2, 5, 7, 9, 10, 12, 14, 17,
22, 25, 28-30, 32 und 33 erwähnte Tat ist. Hinsichtlich
der unter Nummer 30 aufgeführten Taten wird jedoch im
Einzelfall zu prüfen sein, ob Natur und Menge des
Stoffes, das vorgeworfene Verhalten und die weitere
Tätigkeit des Verdächtigen oder Angeklagten die
Qualifikation "schwer" rechtfertigen;
- b. unter Anwendung von Gewalt oder Waffen begangen wurde;
- c. durch eine Bande begangen wurde; oder
- d. schwere Folgen für das Opfer hatte.

2. Straftaten gegen das Vermögen, zum Beispiel Nummer 15,
16, 18-21, 23 und 27 der Liste, gelten als "schwer",
wenn der bezifferbare Deliktsbetrag \$ 1'000.-- über-
steigt. Im Falle einer erheblichen Änderung der Wechsel-
kurse in einem der beiden Staaten oder in beiden soll der
Deliktsbetrag im Verfahren nach Artikel 39 Absatz 1 und 2
geprüft und nötigenfalls neu festgesetzt werden.

3. Ob die unter Nummern 34 und 35 erwähnten Straftaten
"schwer" sind, wird anhand der ihnen zugrundeliegenden
Taten bestimmt.

In bezug auf Ersuchen, die der Verfolgung einer in Artikel 6 Absatz 2 beschriebenen Person dienen, werden beim Entscheid darüber, ob die Bedingung gemäss Artikel 10 Absatz 2 Buchstabe a erfüllt sei, Gewaltsakte oder andere, von der organisierten Verbrechergruppe begangene schwere Straftaten berücksichtigt.

Ich wäre Ihnen dankbar, wenn Sie mir in einem Brief bestätigen, dass die vorstehenden Ausführungen auch der Auffassung der Regierung der Vereinigten Staaten von Amerika entsprechen."

Ich habe die Ehre zu bestätigen, dass die in Ihrem Brief dargelegte Auffassung mit derjenigen der Regierung der Vereinigten Staaten von Amerika übereinstimmt.

Genehmigen Sie, Exzellenz, die erneute Versicherung meiner ausgezeichnetsten Hochachtung.

Shelby Cullom Davis

Shelby Cullom Davis

Botschafter der
Vereinigten Staaten von Amerika

EMBASSY OF THE
UNITED STATES OF AMERICA

Bern, May 25, 1973

Excellency.

I have the honor to refer to the Treaty between the United States of America and the Swiss Confederation on Mutual Assistance in Criminal Matters signed on May 25, 1973, and particularly Articles 3, 9, 10, 12, and 25 thereof

It is the understanding of the United States Government that Swiss bank secrecy and Article 273 of the Swiss Penal Code shall not serve to limit the assistance provided for by this Treaty, except as provided by paragraph 2 of Article 10

It is nevertheless understood that the disclosure of facts which a bank is ordinarily required to keep secret could in exceptional circumstances also constitute facts the transmission of which to the requesting State would be likely to result in prejudice to "similar essential interests" of the requested State. Similarly, the disclosure of facts which are manufacturing or business secrets could in exceptional circumstances be of such significant importance that it would result in prejudice to "similar essential interests" of the requested State. In either case the requested State would have the right under paragraph 1 of Article 3 to refuse assistance.

His Excellency
Dr. Albert Weitnauer,
Ambassador of Switzerland,
Bern.

I would appreciate a letter from Your Excellency confirming that the foregoing also represents the understanding of the Swiss Federal Council.

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

Shelby Cullom Davis

Shelby Cullom Davis
Ambassador of the
United States of America

EMBASSY OF THE
UNITED STATES OF AMERICA

Bern, den 25. Mai 1973

Exzellenz,

Ich habe die Ehre, auf den Staatsvertrag über gegenseitige Rechtshilfe in Strafsachen zwischen den Vereinigten Staaten von Amerika und der Schweizerischen Eidgenossenschaft, unterzeichnet am 25. Mai 1973, Bezug zu nehmen, insbesondere auf dessen Artikel 3, 9, 10, 12 und 25.

Die Regierung der Vereinigten Staaten ist der Auffassung, dass das schweizerische Bankgeheimnis und Artikel 273 des Schweizerischen Strafgesetzbuches die in diesem Vertrag vorgesehene Rechtshilfe nicht einschränken, soweit nicht Artikel 10 Absatz 2 Ausnahmen vorsieht.

Es wird jedoch verstanden, dass die Offenbarung von Tatsachen, welche eine Bank üblicherweise geheimhalten muss, unter aussergewöhnlichen Umständen auch Tatsachen sein können, deren Uebermittlung an den ersuchenden Staat geeignet sein könnte, "ähnliche wesentliche Interessen" des ersuchten Staats zu beeinträchtigen. Gleicherweise

Seiner Exzellenz
Herrn Dr. Albert Weitnauer
Schweizerischer Botschafter

B e r n

könnte auch die Offenbarung von Tatsachen, die ein Fabrikations- oder Geschäftsgeheimnis darstellen, unter aussergewöhnlichen Umständen von solch bedeutsamer Wichtigkeit sein, dass sie "ähnliche wesentliche Interessen" des ersuchten Staats beeinträchtigen würde. In beiden Fällen wäre der ersuchte Staat nach Artikel 3 Absatz 1 berechtigt, die Rechtshilfe abzulehnen.

Ich wäre Ihnen dankbar, wenn Sie mir in einem Brief bestätigen, dass die vorstehenden Ausführungen auch der Auffassung des Schweizerischen Bundesrates entsprechen.

Genehmigen Sie, Exzellenz, die erneute Versicherung meiner ausgezeichnetsten Hochachtung.

Shelby Cullom Davis

Shelby Cullom Davis

Botschafter der
Vereinigten Staaten von Amerika



EIDGENÖSSISCHES POLITISCHES DEPARTEMENT

Bern, den 25. Mai 1973

Exzellenz,

Ich beeohre mich, den Empfang Ihres Schreibens folgenden Wortlautes vom 25. Mai 1973 anzuseigen:

" Ich habe die Ehre, auf den Staatsvertrag über gegenseitige Rechtshilfe in Strafsachen zwischen den Vereinigten Staaten von Amerika und der Schweizerischen Eidgenossenschaft, unterzeichnet am 25. Mai 1973, Bezug zu nehmen, insbesondere auf dessen Artikel 3, 9, 10, 12 und 25.

Die Regierung der Vereinigten Staaten ist der Auffassung, dass das schweizerische Bankgeheimnis und Artikel 273 des Schweizerischen Strafgesetzbuches die in diesem Vertrag vorgesehene Rechtshilfe nicht einschränken, soweit nicht Artikel 10 Absatz 2 Ausnahmen vorsieht.

Es wird jedoch verstanden, dass die Offenbarung von Tatsachen, welche eine Bank üblicherweise geheimhalten muss, unter aussergewöhnlichen Umständen auch Tatsachen sein können, deren Uebermittlung an den ersuchenden Staat geeignet sein könnte, "ähnliche wesentliche Interessen" des ersuchten Staats zu beeinträchtigen. Gleicherweise könnte auch die Offenbarung von Tatsachen, die ein Fabrikations- oder Geschäftsgeheimnis darstellen, unter aussergewöhnlichen Umständen von solch bedeutsamer Wichtigkeit

Seiner Exzellenz
Herrn Shelby Cullom Davis
Botschafter der
Vereinigten Staaten von Amerika

B e r n

TIAS 8302

sein, dass sie "ähnliche wesentliche Interessen" des er-suchten Staats beeinträchtigen würde. In beiden Fällen wäre der ersuchte Staat nach Artikel 3 Absatz 1 berechtigt, die Rechtshilfe abzulehnen.

Ich wäre Ihnen dankbar, wenn Sie mir in einem Brief bestätigten, dass die vorstehenden Ausführungen auch der Auffassung des Schweizerischen Bundesrates entsprechen."

Ich habe die Ehre zu bestätigen, dass die in Ihrem Brief dargelegte Auffassung mit derjenigen des Schweizerischen Bundes-rates übereinstimmt.

Genehmigen Sie, Exzellenz, die erneute Versicherung meiner ausgezeichnetsten Hochachtung.



Dr. Albert Weitnauer
Schweizerischer Botschafter



EIDGENÖSSISCHES POLITISCHES DEPARTEMENT

Bern, May 25, 1973.

Excellency,

I have the honor to acknowledge receipt of your letter of May 25, 1973, which reads as follows:

"I have the honor to refer to the Treaty between the United States of America and the Swiss Confederation on Mutual Assistance in Criminal Matters signed on May 25, 1973, and particularly Articles 3, 9, 10, 12, and 25 thereof.

It is the understanding of the United States Government that Swiss bank secrecy and Article 273 of the Swiss Penal Code shall not serve to limit the assistance provided for by this Treaty, except as provided by paragraph 2 of Article 10.

It is nevertheless understood that the disclosure of facts which a bank is ordinarily required to keep secret could in exceptional circumstances also constitute facts the transmission of which to the requesting State would be likely to result in prejudice to 'similar essential interests' of the requested State. Similarly, the disclosure of facts which are manufacturing or business secrets could in exceptional circumstances be of such significant importance that it would result in prejudice to 'similar essential interests' of the requested State. In either case the requested State would have the right under paragraph 1 of Article 3 to refuse assistance.

I would appreciate a letter from your Excellency confirming that the foregoing also represents the understanding of the Swiss Federal Council."

His Excellency
Shelby Cullom Davis
Ambassador of the
United States of America

B e r n

I have the honor to confirm that the understanding set forth in your letter accords with that of the Swiss Federal Council.

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



Dr. Albert Weitnauer
Ambassador of Switzerland

EMBASSY OF THE
UNITED STATES OF AMERICA

Bern, May 25, 1973

Excellency:

I have the honor to refer to the Treaty between the United States of America and the Swiss Confederation on Mutual Assistance in Criminal Matters signed on May 25, 1973, and in particular to paragraph 1 of Article 22 thereof.

It is the understanding of the United States Government that the term "procedural documents" when used in that paragraph and elsewhere in this Treaty includes, but is not limited to, such documents as subpoenas and summonses to appear or to appear and produce documents, and summonses to appear and answer charges, in the requesting State.

I would appreciate a letter from Your Excellency confirming that the understanding described above is also the understanding of the Swiss Federal Council.

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

Shelby Cullom Davis

Shelby Cullom Davis
Ambassador of the
United States of America

His Excellency
Dr. Albert Weitnauer,
Ambassador of Switzerland,
Bern.

EMBASSY OF THE
UNITED STATES OF AMERICA

Bern, den 25. Mai 1973

Exzellenz,

Ich habe die Ehre, auf den Staatsvertrag über gegenseitige Rechtshilfe in Strafsachen zwischen den Vereinigten Staaten von Amerika und der Schweizerischen Eidgenossenschaft, unterzeichnet am 25. Mai 1973, Bezug zu nehmen, insbesondere auf dessen Artikel 22 Absatz 1.

Die Regierung der Vereinigten Staaten von Amerika ist der Auffassung, dass der im angeführten Absatz und sonstwo in diesem Vertrag angewendete Ausdruck "Verfahrensurkunde" die folgenden Schriftstücke umfasst, wobei die Aufzählung nicht abschliessend ist: gewöhnliche und subpoena Aufforderungen, zu erscheinen, oder zu erscheinen und Dokumente herauszugeben, sowie Aufforderungen, zu erscheinen und sich wegen einer Anklage im ersuchenden Staat zu verantworten.

Ich wäre Ihnen dankbar, wenn Sie mir in einem Brief bestätigen, dass die vorstehenden Ausführungen auch der Auffassung des Schweizerischen Bundesrates entsprechen.

Genehmigen Sie, Exzellenz, die erneute Versicherung meiner ausgezeichnetsten Hochachtung.

Seiner Exzellenz
Herrn Dr. Albert Weitnauer
Schweizerischer Botschafter

B e r n

Shelby Cullom Davis
Shelby Cullom Davis
Botschafter der
Vereinigten Staaten von Amerika



EIDGENÖSSISCHES POLITISCHES DEPARTEMENT

Bern, den 25. Mai 1973

Exzellenz,

Ich beeubre mich, den Empfang Ihres Schreibens folgenden Wortlautes vom 25. Mai 1973 anzuzeigen:

" Ich habe die Ehre, auf den Staatsvertrag über gegenseitige Rechtshilfe in Strafsachen zwischen den Vereinigten Staaten von Amerika und der Schweizerischen Eidgenossenschaft, unterzeichnet am 25. Mai 1973, Bezug zu nehmen, insbesondere auf dessen Artikel 22 Absatz 1.

Die Regierung der Vereinigten Staaten von Amerika ist der Auffassung, dass der im angeführten Absatz und sonstwo in diesem Vertrag angewendete Ausdruck "Verfahrensurkunde" die folgenden Schriftstücke umfasst, wobei die Aufzählung nicht abschliessend ist: gewöhnliche und subpoena Aufforderungen, zu erscheinen, oder zu erscheinen und Dokumente herauszugeben, sowie Aufforderungen, zu erscheinen und sich wegen einer Anklage im ersuchenden Staat zu verantworten.

Ich wäre Ihnen dankbar, wenn Sie mir in einem brief bestätigen, dass die vorstehenden Ausführungen auch der Auffassung des Schweizerischen Bundesrates entsprechen."

Ich habe die Ehre zu bestätigen, dass die in Ihrem Brief dargelegte Auffassung mit derjenigen des Schweizerischen Bundesrates übereinstimmt.

Seiner Exzellenz
Herrn Shelby Cullom Davis
Botschafter der
Vereinigten Staaten von Amerika

B e r n

Genehmigen Sie, Exzellenz, die erneute Versicherung
meiner ausgezeichneten Hochachtung.



Dr. Albert Weitnauer
Schweizerischer Botschafter



EIDGENÖSSISCHES POLITISCHES DEPARTEMENT

Bern, May 25, 1973.

Excellency:

I have the honor to acknowledge receipt of your letter of May 25, 1973, which reads as follows:

"I have the honor to refer to the Treaty between the United States of America and the Swiss Confederation on Mutual Assistance in Criminal Matters signed on May 25, 1973, and in particular to paragraph 1 of Article 22 thereof.

It is the understanding of the United States Government that the term 'procedural documents' when used in that paragraph and elsewhere in the Treaty includes, but is not limited to, such documents as subpoenas and summonses to appear or to appear and produce documents, and summonses to appear and answer charges, in the requesting State.

I would appreciate a letter from your Excellency confirming that the understanding described above is also the understanding of the Swiss Federal Council."

I have the honor to confirm that the understanding set forth in your letter accords with that of the Swiss Federal Council.

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

Dr. Albert Weitnauer
Ambassador of Switzerland

His Excellency
Shelby Cullom Davis
Ambassador of the United States
of America

Bern

EMBASSY OF THE
UNITED STATES OF AMERICA

Bern, May 25, 1973

Excellency:

I have the honor to refer to the Treaty between the United States of America and the Swiss Confederation on Mutual Assistance in Criminal Matters signed on May 25, 1973, and in particular to Article 15 thereof.

With respect to the obligation under Article 15 to limit the disclosure of evidence or information furnished by Switzerland, your attention is directed to the Sixth Amendment to the United States Constitution which provides that:

"In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed, which district shall have been previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor, and to have the Assistance of Counsel for his defence." (emphasis supplied)

His Excellency

Dr. Albert Weitnauer,
Ambassador of Switzerland,
Bern.

From interpretations of this Amendment by Federal courts in the United States, it would appear that any attempt to restrict public access to testimony relating to the guilt or innocence of an individual being prosecuted would be violative of the public trial provision. This would apply to testimony taken in Switzerland pursuant to this Treaty and offered in evidence in a criminal trial in the United States.

Interpretations of this Amendment also indicate that public access cannot be denied to documents introduced in evidence which relate to the guilt or innocence of the defendant without violating the public trial provision of the Constitution. However, since the question of denying public access to documents is not entirely free from doubt, the United States Government will seek to obtain a protective order, where appropriate, in an early case in which documentary evidence is furnished by Switzerland. Such protective order would seek to confine access to the documentary evidence itself to the court, jury, prosecution, defendant, and his counsel at the trial and appellate stages. To the extent that the use of a protective order is upheld by our courts, the United States Government will apply for such orders in handling documentary evidence furnished by Switzerland pursuant to the Treaty as to which Switzerland makes a request pursuant to Article 15.

Moreover, a defendant in a criminal proceeding, should he voluntarily choose to do so, is not prohibited from seeking to waive his constitutional right to a public trial which, if granted, would result in limiting public access to evidence and information obtained from Switzerland.

Regardless of the extent to which secrecy is permitted during the trial or appeal, the United States Government will, after completion of the trial or appeal, seek to have the court seal those parts of the official

file which consist of materials obtained by the United States from Switzerland under this Treaty and are the subject of an application by Switzerland pursuant to Article 15 of this Treaty.

I would appreciate a letter from Your Excellency acknowledging this communication.

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

Shelby Cullom Davis

Shelby Cullom Davis
Ambassador of the
United States of America

EMBASSY OF THE
UNITED STATES OF AMERICA

Bern, den 25. Mai 1973

Exzellenz,

Ich habe die Ehre, auf den Staatsvertrag über gegenseitige Rechtshilfe in Strafsachen zwischen den Vereinigten Staaten von Amerika und der Schweizerischen Eidgenossenschaft, unterzeichnet am 25. Mai 1973, Bezug zu nehmen, insbesondere auf dessen Artikel 15.

Im Zusammenhang mit der nach Artikel 15 bestehenden Verpflichtung, die öffentliche Zugänglichkeit von Auskünften, Schriftstücken und Beweismitteln, die von der Schweiz übermittelt worden sind, zu beschränken, wird auf den Zusatzartikel VI der Verfassung der Vereinigten Staaten von Amerika hingewiesen, welcher folgenden Wortlaut hat:

In allen Strafverfahren hat der Angeklagte Anspruch auf einen ohne Verzögerung durchzuführenden und öffentlichen Prozess vor einem unparteiischen Geschwindgericht desjenigen Staats und Bezirks, in welchem die Straftat begangen wurde, wobei der zuständige Bezirk vorher auf gesetzlichem Wege zu ermitteln ist. Er hat weiterhin Anspruch darauf, über die Art und Gründe der Anklage unterrichtet und den Belastungszeugen gegenübergestellt zu werden, sowie auf Zwangsvorladung von Entlastungszeugen und einen Rechtsbeistand zu seiner Verteidigung.

Seiner Exzellenz
Herrn Dr. Albert Weitnauer
Schweizerischer Botschafter

B e r n

Aus der Auslegung dieses Zusatzartikels durch Bundesgerichte der Vereinigten Staaten von Amerika ergibt sich, dass jeder Versuch der Beschränkung der öffentlichen Zugänglichkeit von Zeugenaussagen, die sich auf Schuld oder Unschuld einer verfolgten Person beziehen, die "public trial-Vorschrift" verletzen würde. Unter diese Vorschrift würden auch Zeugenaussagen fallen, die nach diesem Vertrag in der Schweiz erhoben worden sind und in einem gerichtlichen Strafverfahren von den Vereinigten Staaten von Amerika als Beweismittel verwendet werden sollen.

Es gibt sich daraus ferner, dass die öffentliche Zugänglichkeit von Schriftstücken, die sich auf Schuld oder Unschuld des Angeklagten beziehen, nicht aufgehoben werden kann, ohne dass dadurch die "public trial-Vorschrift" verletzt wird. Da jedoch nicht zweifellos feststeht, ob die öffentliche Zugänglichkeit von Schriftstücken aufgehoben werden kann, wird die Regierung der Vereinigten Staaten von Amerika, sobald von der Schweiz übermittelte Schriftstücke dazu eine geeignete Gelegenheit bieten, den Erlass einer gerichtlichen Schutzverfügung (protective order) beantragen. Eine solche Verfügung hätte den Zweck, die Zugänglichkeit schriftlicher Beweismittel auf das Gericht, die Geschworenen, den Vertreter der Anklage, den Angeklagten und seinen Verteidiger zu beschränken, und zwar vor erster Instanz wie auch in den Rechtsmittelverfahren. In dem Umfang, in dem eine Verwendung der "protective order" von unseren Gerichten geschützt würde, wird die Regierung der Vereinigten Staaten von Amerika in den Fällen, in denen von der Schweiz auf Grund des Vertrages übermittelte schriftliche Be-

weismittel nach Artikel 15 zu behandeln sind, solche Verfügungen beantragen.

Ueberdies ist es dem in einem Strafverfahren Angeklagten, sofern er aus freiem Willen darum ersucht, nicht verwehrt, die Entbindung von seinem verfassungsmässigen Recht auf ein öffentliches Verfahren zu beantragen, was, falls diesem Antrag entsprochen wird, dazu führt, die Oeffentlichkeit bezüglich der von der Schweiz übermittelten Beweismittel und Informationen zu beschränken.

Ohne Rücksicht auf das Ausmass, in dem das Geheimnis während der Hauptverhandlung oder des Rechtsmittelverfahrens zu wahren möglich war, wird sich die Regierung der Vereinigten Staaten von Amerika bemühen, nach Abschluss der Hauptverhandlung oder des Rechtsmittelverfahrens diejenigen Teile des amtlichen Dossiers mit dem Gerichtssiegel versehen zu lassen, welche die Vereinigten Staaten von Amerika von der Schweiz gemäss diesem Vertrag erhalten haben und worauf sich das nach Artikel 15 dieses Vertrages gestellte Ersuchen der Schweiz bezieht.

Ich wäre Ihnen dankbar, wenn Sie mir den Empfang dieses Briefes bestätigen.

Genehmigen Sie, Exzellenz, die erneute Versicherung meiner ausgezeichnetsten Hochachtung.

Shelby Cullom Davis
Shelby Cullom Davis
Botschafter der
Vereinigten Staaten von Amerika



EIDGENÖSSISCHES POLITISCHES DEPARTEMENT

Bern, den 25. Mai 1973

Exzellenz,

Von Ihrem Schreiben vom 25. Mai 1973, mit dem Sie die Bedeutung von Artikel 15 einlässlich erläutern, habe ich gebührend Kenntnis genommen. Ich möchte Ihnen für Ihre Erklärungen danken.

Sie haben mich darauf hingewiesen, dass es aus verfassungsrechtlichen Gründen wahrscheinlich nicht möglich ist, im Masse, in dem es die schweizerische Regierung als wünschbar erachtet, Beweismittel oder Informationen, welche in Artikel 10 Absatz 2 beschrieben und von der Schweiz auf Grund dieser Bestimmung übermittelt worden sind, geheim zu halten, wenn sie in den Vereinigten Staaten von Amerika im Zusammenhang mit einem Strafverfahren als Beweismittel vorgelegt werden oder anderweitig Verwendung finden.

Die schweizerische Regierung hofft sehr auf den Erfolg der gemäss Ihrem Brief von der Regierung der Vereinigten Staaten von Amerika zu unternehmenden und auf eine Verstärkung des Schutzes solcher Beweismittel oder Informationen gerichteten Bemühungen sowie - unter Berücksichtigung der Entwicklung ihrer Rechtsordnung - auf die Ausweitung dieser Bemühungen über die von Ihnen erwähnten Grenzen hinaus.

Genehmigen Sie, Exzellenz, die erneute Versicherung meiner ausgezeichnetsten Hochachtung.

Seiner Exzellenz
Herrn Shelby Cullom Davis
Botschafter der
Vereinigten Staaten von Amerika

B e r n

A. Weitnauer

Dr. Albert Weitnauer
Schweizerischer Botschafter



EIDGENÖSSISCHES POLITISCHES DEPARTEMENT

Bern, May 25, 1973.

Excellency:

I have taken due note of your letter of May 25, 1973, setting out what Article 15 means in some more detail. I should like to thank you for your explanation.

You have advised me that for constitutional reasons evidence or information described in paragraph 2 of Article 10 and provided by Switzerland pursuant to that paragraph, probably cannot be kept secret if it is introduced into evidence or otherwise used in a criminal trial in the United States to the extent the Swiss Government would consider appropriate.

The Swiss Government very much hopes that the efforts to be made by the Government of the United States according to your letter to obtain a higher degree of protection for such evidence or information will be successful and - as your legal system evolves - go beyond the limits you indicated.

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

Dr. Albert Weitnauer
Ambassador of Switzerland

His Excellency
Shelby Cullom Davis
Ambassador of the United States
of America

B e r n

TIAS 8302

Bern, December 23, 1975

Excellency,

I have the honor to refer to the Treaty between the United States of America and the Swiss Confederation on Mutual Assistance in Criminal Matters, signed at Bern, May 25, 1973, and the Swiss Federal Law of October 3, 1975, Relating to the Treaty with the United States of America on Mutual Assistance in Criminal Matters.

In view of the provisions of Paragraph 2 of Article 26 of the above mentioned Swiss Federal Law, the Government of the United States is concerned that evidentiary materials obtained by the appropriate Swiss authorities pursuant to the application of Paragraph 1 of Article 12 of the Treaty may not be admitted into evidence in the courts in the United States of America. This concern is based upon the understanding that certain cantons do not have provisions for taking testimony under either oath or affirmation. Where those circumstances exist, it is the understanding of my Government that a witness nonetheless will be urged to agree to give his testimony pursuant to formal oath or affirmation.

I have been requested to ascertain the procedures which would be invoked upon receipt of an application from the central authority of the United States pursuant to the provisions of Paragraph 1 of Article 12 of the Treaty, should an oath or affirmation be refused in the relevant canton. It is the understanding of my Government that the penal sanctions provided by Article 307 of the Swiss Criminal Code are applicable in all cantons of the Swiss Confederation for willfully giving false testimony, even where an oath or affirmation is not provided for in the procedural law of the particular canton. Based on this understanding it is agreed that, in the event a witness declines to give testimony under a formal oath or affirmation and there is no specific procedural provision for an oath or affirmation in the applicable procedural law, the witness will be admonished to tell the truth prior to giving testimony and will be advised of the consequences, under the Swiss Criminal Code, of his failure to tell the truth and of the fact that the transcript will reflect such instructions.

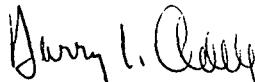
His Excellency
Pierre Graber
Federal Councilor
Head of the Federal Political Department
Bern

May 25, 1973
Dec. 23, 1975

In addition to the procedure outlined above, after the testimony has been taken, it would be desirable that the witness sign the transcript affirming that his testimony is true, and it is the understanding of my Government that the witness will be urged to sign such a statement.

If the foregoing understanding is likewise the understanding of the Swiss Federal Council, I would appreciate a confirmation from Your Excellency to that effect.

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



Harry I. Odell, Chargé d'Affaires
of the United States of America

Bern, 23. Dezember 1975

Exzellenz,

ich habe die Ehre, auf den Staatsvertrag zwischen den Vereinigten Staaten von Amerika und der Schweizerischen Eidgenossenschaft über gegenseitige Rechtshilfe in Strafsachen, unterzeichnet in Bern am 25. Mai 1973, und das schweizerische Bundesgesetz vom 3. Oktober 1975 zum Staatsvertrag mit den Vereinigten Staaten von Amerika über gegenseitige Rechtshilfe in Strafsachen Bezug zu nehmen.

Angesichts der Bestimmungen des Artikels 26 Absatz 2 des erwähnten schweizerischen Bundesgesetzes ist die Regierung der Vereinigten Staaten darüber beunruhigt, dass Beweismaterial, welches die zuständigen schweizerischen Behörden in Anwendung von Artikel 12 Absatz 1 des Staatsvertrages erhoben haben, von den Gerichten der Vereinigten Staaten als Beweismittel nicht zugelassen werden könnte. Diese Bedenken beruhen auf der Auffassung, dass in gewissen Kantonen keine Bestimmungen über die Bekräftigung einer Zeugeneinvernahme durch Eid oder Wahrheitsversprechen bestehen. Wo diese Sachlage gegeben ist, wird nach Auffassung meiner Regierung einem Zeugen dennoch nachdrücklich empfohlen, sein Zeugnis freiwillig durch Eid oder Wahrheitsversprechen formell zu bekräftigen.

Ich bin ersucht worden festzustellen, welches Verfahren eingeschlagen wird, wenn die Zentralstelle der Vereinigten Staaten einen Antrag gemäss Artikel 12 Absatz 1 des Staatsvertrags stellt und ein Eid oder ein Wahrheitsversprechen in dem in Betracht fallenden Kanton abgelehnt wird. Nach Auffassung meiner Regierung gelten die Strafandrohungen von Artikel 307 des Schweizerischen Strafgesetzbuches wegen vorätzlichen falschen Zeugnisses in allen Kantonen der Schweizerischen Eidgenossenschaft, selbst wenn der Eid oder das Wahrheitsversprechen im Prozessrecht des in Frage kommenden Kantons nicht vorgesehen ist. Gestützt auf diese Auffassung besteht gegenseitiges Einverständnis darüber, dass im Falle der Weigerung eines Zeugen, sein Zeugnis formell durch Eid oder Wahrheitsversprechen zu bekräftigen, und bei Fehlen besonderer Bestimmungen über den Eid oder das Wahrheitsversprechen im anwendbaren Prozessrecht der Zeuge vor der Ablegung des Zeugnisses zur Wahrheit ermahnt und auf die Folgen hingewiesen wird, die das Schweizerische Strafgesetzbuch an die nicht wahrheitsgemässen Aussage knüpft, sowie auf die Tatsache, dass diese Unterrichtung im Verhandlungsprotokoll festgehalten wird.

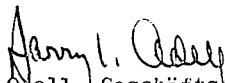
Seiner Exzellenz

Herrn Bundesrat Pierre Graber
Vorsteher des Eidgenössischen Politischen Departements
Bern

Zusätzlich zu dem oben beschriebenen Verfahren wäre es wünschbar, dass der Zeuge nach seiner Abhörung dieses Protokoll unterzeichnet und dabei bestätigt, dass sein Zeugnis der Wahrheit entspricht, und nach Auffassung meiner Regierung wird dem Zeugen die Unterzeichnung einer solchen Erklärung nachdrücklich empfohlen.

Wenn der Schweizerische Bundesrat die vorstehende Auffassung teilt, wäre ich Ihnen dankbar, wenn Sie mir dies in einem Brief bestätigten.

Genehmigen Sie, Exzellenz, die erneute Versicherung meiner ausgezeichneten Hochachtung.


Harry I. Odell, Geschäftsträger
der Vereinigten Staaten von Amerika

DER VORSTEHER
DES
EIDG. POLITISCHEN DEPARTEMENTES

Bern, den 23. Dezember 1975

Herr Geschäftsträger,

Ich beeibre mich, den Empfang Ihres Schreibens folgenden Wortlautes vom 23. Dezember 1975 anzuseigen :

"Ich habe die Ehre, auf den Staatsvertrag zwischen den Vereinigten Staaten von Amerika und der Schweizerischen Eidgenossenschaft über gegenseitige Rechtshilfe in Strafsachen, unterzeichnet in Bern am 25. Mai 1973, und das schweizerische Bundesgesetz vom 3. Oktober 1975 zum Staatsvertrag mit den Vereinigten Staaten von Amerika über gegenseitige Rechtshilfe in Strafsachen Bezug zu nehmen.

Angesichts der Bestimmungen des Artikels 26 Absatz 2 des erwähnten schweizerischen Bundesgesetzes ist die Regierung der Vereinigten Staaten darüber beunruhigt, dass Beweismaterial, welches die zuständigen schweizerischen Behörden in Anwendung von Artikel 12 Absatz 1 des Staatsvertrags erhoben haben, von den Gerichten der Vereinigten Staaten als Beweismittel nicht zugelassen werden könnte. Diese Bedenken beruhen auf der Auffassung, dass in gewissen Kantonen keine Bestimmungen über die Bekräftigung einer Zeugeneinvernahme durch Eid oder Wahrheitsversprechen bestehen. Wo diese Sachlage gegeben ist, wird nach Auffassung meiner Regierung einem Zeugen dennoch nachdrücklich empfohlen, sein Zeugnis freiwillig durch Eid oder Wahrheitsversprechen formell zu bekräftigen.

Herrn Harry I. Odell
Geschäftsträger der
Vereinigten Staaten von Amerika
B e r n

Ich bin ersucht worden festzustellen, welches Verfahren eingeschlagen wird, wenn die Zentralstelle der Vereinigten Staaten einen Antrag gemäss Artikel 12 Absatz 1 des Staatsvertrags stellt und ein Eid oder ein Wahrheitsversprechen in dem in Betracht fallenden Kanton abgelehnt wird. Nach Auffassung meiner Regierung gelten die Strafanordnungen von Artikel 307 des Schweizerischen Strafgesetzbuches wegen vorsätzlichen falschen Zeugnisses in allen Kantonen der Schweizerischen Eidgenossenschaft, selbst wenn der Eid oder das Wahrheitsversprechen im Prozessrecht des in Frage kommenden Kantons nicht vorgesehen ist. Gestützt auf diese Auffassung besteht gegenseitiges Einverständnis darüber, dass im Falle der Weigerung eines Zeugen, sein Zeugnis formell durch Eid oder Wahrheitsversprechen zu bekräftigen, und bei Fehlen besonderer Bestimmungen über den Eid oder das Wahrheitsversprechen im anwendbaren Prozessrecht der Zeuge vor der Ablegung des Zeugnisses zur Wahrheit ermahnt und auf die Folgen hingewiesen wird, die das Schweizerische Strafgesetzbuch an die nicht wahrheitsgemässen Aussage knüpft, sowie auf die Tatsache, dass diese Unterichtung im Verhandlungsprotokoll festgehalten wird. Zusätzlich zu dem oben beschriebenen Verfahren wäre es wünschbar, dass der Zeuge nach seiner Abhörung dieses Protokoll unterzeichnet und dabei bestätigt, dass sein Zeugnis der Wahrheit entspricht, und nach Auffassung meiner Regierung wird dem Zeugen die Unterzeichnung einer solchen Erklärung nachdrücklich empfohlen.

Wenn der Schweizerische Bundesrat die vorstehende Auffassung teilt, wäre ich Ihnen dankbar, wenn Sie mir dies in einem Brief bestätigten."

Ich habe die Ehre zu bestätigen, dass die in Ihrem Brief dargelegte Auffassung mit derjenigen des Schweizerischen Bundesrates übereinstimmt.

Genehmigen Sie, Herr Geschäftsträger,
die erneute Versicherung meiner ausgezeichneten Hoch-
achtung.

Graber,^[1]

¹ Graber

LE CHEF
DU DÉPARTEMENT POLITIQUE FÉDÉRAL

Berne, December 23, 1975

Sir,

I have the honour to acknowledge receipt
of your letter of December 23, 1975, which reads as
follows :

"I have the honor to refer to the Treaty between
the United States of America and the Swiss
Confederation on Mutual Assistance in Criminal
Matters, signed at Bern, May 25, 1973, and the
Swiss Federal Law of October 3, 1975, Relating
to the Treaty with the United States of America
on Mutual Assistance in Criminal Matters.

In view of the provisions of Paragraph 2 of Article
26 of the above mentioned Swiss Federal Law, the
Government of the United States is concerned that
evidentiary materials obtained by the appropriate
Swiss authorities pursuant to the application of
Paragraph 1 of Article 12 of the Treaty may not be
admitted into evidence in the courts in the United
States of America. This concern is based upon the
understanding that certain cantons do not have
provisions for taking testimony under either oath
or affirmation. Where those circumstances exist,
it is the understanding of my Government that a
witness nonetheless will be urged to agree to give
his testimony pursuant to formal oath or affirmation.

I have been requested to ascertain the procedures
which would be invoked upon receipt of an application
from the central authority of the United States pur-
suant to the provisions of Paragraph 1 of Article
12 of the Treaty, should an oath or affirmation be
refused in the relevant canton. It is the under-

Harry I. Odell
Chargé d'Affaires of the
United States of America
B e r n e

standing of my Government that the penal sanctions provided by Article 307 of the Swiss Criminal Code are applicable in all cantons of the Swiss Confederation for willfully giving false testimony, even where an oath or affirmation is not provided for in the procedural law of the particular canton. Based on this understanding it is agreed that, in the event a witness declines to give testimony under a formal oath or affirmation and there is no specific procedural provision for an oath or affirmation in the applicable procedural law, the witness will be admonished to tell the truth prior to giving testimony and will be advised of the consequences, under the Swiss Criminal Code, of his failure to tell the truth and of the fact that the transcript will reflect such instructions.

In addition to the procedure outlined above, after the testimony has been taken, it would be desirable that the witness sign the transcript affirming that his testimony is true, and it is the understanding of my Government that the witness will be urged to sign such a statement.

If the foregoing understanding is likewise the understanding of the Swiss Federal Council, I would appreciate a confirmation from Your Excellency to that effect."

I have the honour to confirm that the understanding set forth in your letter accords with that of the Swiss Federal Council.

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

G. Lakey

UNITED KINGDOM OF GREAT BRITAIN AND
NORTHERN IRELAND

Air Charter Services

*Understanding effected by exchange of notes
Signed at London April 28, 1976;
Entered into force April 28, 1976.
With related letters.*

*The American Ambassador to the British Secretary of State for Foreign
and Commonwealth Affairs*

EMBASSY OF THE UNITED STATES OF AMERICA
LONDON

No. 12

LONDON, April 28, 1976

EXCELLENCY:

I have the honor to refer to discussions which have taken place recently at London and at Washington between representatives of our two governments with regard to charter air services between the United States and the United Kingdom. These representatives initialed a Memorandum of Understanding on passenger charter air services, the text of which is enclosed as an annex to this Note.

I also have the honor to inform Your Excellency that the United States Government accepts the provisions of the Memorandum of Understanding referred to above and proposes, if the Government of the United Kingdom of Great Britain and Northern Ireland also accepts the terms of the Memorandum of Understanding, this Note and your reply to that effect together with the Memorandum of Understanding will constitute an understanding between our two governments in this matter which will enter into effect on the date of your reply.

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

ANNE ARMSTRONG

Enclosure:

US-UK Memo of Understanding
on Charter Air Services

The Right Honorable

ANTHONY CROSLAND

*Secretary of State for Foreign and
Commonwealth Affairs
Downing Street, London*

MEMORANDUM OF UNDERSTANDING BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND ON PASSENGER CHARTER AIR SERVICES

A. Charterworthiness

1. Both Parties will continue to strive for commonality of charterworthiness rules.
2. Except as otherwise provided in this Understanding, the aeronautical authorities of the United Kingdom will accept as charterworthy passenger charter air traffic originating in the United States and conforming with the rules currently set out in the Economic Regulations and Special Regulations of the Civil Aeronautics Board, or pursuant to waivers of such rules granted for exceptional reasons.¹ With regard to its acceptance of the substitution provisions of the travel group charter category, the United Kingdom reserves the right, after September 30, 1976, and following consultations, to withdraw its acceptance of such substitution provisions. The United States willingness to enter into the present Understanding in no way implies that it is prepared to regard the foregoing United Kingdom reservation as an acceptable basis for subsequent charter air services understandings.
3. The aeronautical authorities of the United States will accept as charterworthy passenger charter air traffic originating in the United Kingdom and conforming with the rules currently set out in the United Kingdom Civil Aviation Authority Official Record, or pursuant to variations of such rules granted for exceptional reasons.
4. The United Kingdom's acceptance relates only to Great Britain and Northern Ireland.

¹ This includes "buy in" sales incentive charters where waivers of the single entity or mixed charter rules have been granted. [Footnote in the original.]

5. The country of origin of the traffic is to be determined by reference to the point in the territory of either Party from which the group of passengers departs on a one-way trip or the outward portion of a round trip (including circle and open jaw).

6. Each Party reserves the right (a) not to accept traffic originating in the territory of the other Party where more than three categories of charters, as elected by the carrier, are commingled on the same aircraft; (b) to authorize only the commingling of advance booking charters, travel group charters, inclusive tour charters, one-stop inclusive tour charters, special event charters, and affinity group charters; and (c) to prohibit commingling of other than inclusive tour charters, one-stop inclusive tour charters, advance booking charters, and travel group charters when an aircraft's route includes a traffic stop or stops outside the territory of either Party.

7. All modifications of or additions to the charterworthiness rules of one Party will be promptly notified to the other Party. The second Party will accept traffic carried pursuant to such modifications or additions for at least 30 days after their issue. The second Party may, however, within the same 30-day period, request consultations and may then, if the matter is not resolved by consultation, withhold acceptance of charter traffic proposed to be carried pursuant to such modifications or additions after the end of this 30-day period. Unless consultation is requested within the 30-day period, the modifications or additions shall be deemed to have been accepted. Where possible, each Party will endeavor to give the other Party at least 30 days' notice before the effective date of modifications and additions which it considers substantial.

B. Price Surveillance

In the event that either Party believes that a charter rate of a carrier of the other Party for charter traffic under this Understanding is uneconomical, unreasonable, or unjustly discriminatory, taking into account all relevant costs, it shall so notify the other Party as soon as possible and in any event within 30 days of receiving notification of the rate. The other Party may request consultation and such consultation, if requested, will be held as soon as necessary. In the event that the matter is not resolved by consultation, the objecting Party may take appropriate action to prevent the use of such charter rate.

C. Administration and Enforcement

1. Each Party will minimize the administrative burdens of filing requirements and enforcement procedures on carriers and organizers and will collaborate with the other Party on enforcement questions.

2. With regard to charters originating in the territory of one Party and operated by carriers of that Party, the other Party may require for each charter program no more than the following: a dec-

laration of conformity with the relevant rules of the country of origin and information relating to the proposed date, time, and routing of each flight; the identity of the travel organizer; the number of seats contracted for; and the proposed rates.

3. Each Party will ensure that its aeronautical authorities transmit, on request, to the aeronautical authorities of the other Party passenger lists and other appropriate documents to facilitate the conduct of spot checks of advance listed flights.

4. Neither Party will require the filing with it by the carriers of passenger lists of charter traffic originating in the territory of the other Party and organized and operated pursuant to the rules of that Party, except that:

(a) Should the aeronautical authorities of the country of origin not require that passenger lists be filed with them at least 30 days before the flight date of each affinity charter group, the aeronautical authorities of the country of destination may require such filing. Only passengers so listed will be accepted for carriage on such flights. However, such aeronautical authorities will consider authorizing limited exceptions for compassionate reasons, up to the date of such flight, drawn from other eligible members of the affinity organization; and

(b) Where traffic which is not subject to an advance listing requirement is commingled with advance listed traffic, the aeronautical authorities of the country of destination may require from the carrier a list of those passengers not otherwise advance listed to reach them a minimum of five working days before the arrival of the flight.

5. Each Party will rely primarily on the aeronautical authorities of the country in which the charter originates for the enforcement of charterworthiness rules. This does not preclude enforcement action by the aeronautical authorities of the country of destination.

6. Each Party will transmit to the aeronautical authorities of the other Party, for appropriate enforcement action, evidence obtained of possible rule violations on flights operated pursuant to the charter rules of that other Party rather than interrupt the flight and cause inconvenience to or stranding of the traveling public.

7. Each Party will take such steps as it considers necessary to conduct spot checks from time to time, to conduct post flight reviews of charter flights operated pursuant to its rules, to take appropriate action when violations are detected, and to regulate the conduct of charter organizers operating in its territory.

8. Each Party will apply its passenger charterworthiness rules and their administration and enforcement in a nondiscriminatory manner.

D. Operating Rights

Except as otherwise provided in this Understanding, neither Party will deny or withhold its approval of charter traffic to be flown by car-

riers of the other Party when, on any flight leg of the total movement,² points in the territories of both Parties are served, provided, however, that should either Party decide to deny or withhold such approval, it may do so only after consultations with the other Party and only with regard to flights the initial movement of which is to take place more than 120 days after it has notified the other Party of its objections and requested consultations.

E. Consultations

Except as otherwise provided in this Understanding, consultations between the Parties will be held within 60 days of receipt of a request by either Party, or at such shorter notice as circumstances may require.

F. Entry into Effect

This Understanding will come into effect upon an exchange of diplomatic notes confirming its acceptance by both Parties and will terminate on December 31, 1976, unless it is extended by a further Understanding between the Parties.

*The British Secretary of State for Foreign and Commonwealth Affairs to
the American Ambassador*

FOREIGN AND COMMONWEALTH OFFICE
LONDON S.W.1

28 APRIL 1976

HE MRS ANNE ARMSTRONG
*Embassy of the United States
of America
Grosvenor Square
LONDON*

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of your Note No. 12 of today's date concerning passenger charter air services, which reads as follows:

"I have the honor to refer to discussions which have taken place recently at London and at Washington between representatives of our two governments with regard to charter air services between the United States and the United Kingdom. These representatives

² Total movement is understood to include movements of the same traffic to or from third countries, provided the traffic originates in either the United States or the United Kingdom and provided further that, if it originates in the territory of the Party of which the carrier is not a national, it stops over in the homeland of that carrier for at least two nights. [Footnote in the original.]

initialed a Memorandum of Understanding on passenger charter air services, the text of which is enclosed as an annex to this Note.

I also have the honor to inform Your Excellency that the United States Government accepts the provisions of the Memorandum of Understanding referred to above and proposes, if the Government of the United Kingdom of Great Britain and Northern Ireland also accepts the terms of the Memorandum of Understanding, this Note and your reply to that effect together with the Memorandum of Understanding will constitute an understanding between our two governments in this matter which will enter into effect on the date of your reply.

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

I have the honour to inform Your Excellency that the Government of the United Kingdom of Great Britain and Northern Ireland accept the provisions of the Memorandum of Understanding annexed to your Note, and confirm that your Note and this reply, together with the Memorandum of Understanding, will constitute an understanding between our two Governments on this matter, which will enter into effect on today's date.

I have the honour to be,
with the highest consideration,
Your Excellency's obedient Servant
(for the Secretary of State)

A. C. BUXTON

A C Buxton

[RELATED LETTERS]

DEPARTMENT OF TRADE
SHELL MEX HOUSE STRAND
LONDON WC2R 0DP

28 APRIL, 1976

Mr MICHAEL H. STYLES
Director, Office of Aviation
Department of State
Washington, D.C.
USA

DEAR MR STYLES,

UNITED KINGDOM/UNITED STATES MEMORANDUM OF UNDER-
STANDING, ON PASSENGER CHARTER AIR SERVICES, 1976

When we discussed paragraph C(3) of the above Understanding, I explained that the United Kingdom aeronautical authorities would

wish to receive passenger lists and other appropriate documents to facilitate the conduct of spot checks on all types of United States originating advance listed flights. However, we both recognized the desirability of minimizing administrative burdens. The United Kingdom aeronautical authorities are, therefore, prepared to make working arrangements with their United States counterparts for the provision of passenger lists only to the extent necessary.

You said that requests for such documentation on your side were likely to be infrequent and it was on this basis that I agreed that my Charter Section would provide such material rather than the carriers.

I should be grateful for your confirmation that this is your understanding of the matter.

Yours sincerely,

G T ROGERS

G T Rogers

DEPARTMENT OF STATE
WASHINGTON, D.C. 20520

APRIL 28, 1976

Mr. G. T. ROGERS
Under Secretary
Department of Trade
London

DEAR MR. ROGERS:

Thank you for your letter of April 28, 1976, concerning the implementation of paragraph C(3) of the Memorandum of Understanding on Passenger Charter Air Services. I am pleased to confirm the understanding set forth in your letter on this matter.

Sincerely,

MICHAEL H STYLES

Michael H. Styles

Director
Office of Aviation

DEPARTMENT OF STATE
WASHINGTON, D.C. 20520

APRIL 28, 1976

MR. G. T. ROGERS
Under Secretary
Department of Trade
London

DEAR MR. ROGERS:

I confirm that paragraph D of the Memorandum of Understanding on Passenger Charter Air Services is intended to apply, *inter alia*, to the so-called uplift ratio condition of the United States aeronautical authorities. In this connection, my Government wishes to note that its willingness to accept paragraph D, insofar as it applies to the uplift ratio, reflects the overall characteristics of the United States-United Kingdom charter traffic market and is not to be construed as reflecting a change in United States policy with regard to directional balance.

In implementing the provisions of paragraph D, insofar as the uplift ratio is concerned, it is the intention of the United States aeronautical authorities to utilize a waiver mechanism, rather than to rescind uplift ratio conditions.

In determining whether the United States may wish to invoke the consultation provisions of paragraph D with respect to any request of a United Kingdom carrier for such a waiver, it would be the intention of the United States aeronautical authorities to take into account (1) whether the United Kingdom carrier is excessively relying on the United States originating market; (2) the extent to which the United Kingdom carrier has developed the United Kingdom originating market; (3) whether United Kingdom carriers, taken as a whole, are excessively relying on the United States originating market; and (4) any major shift in the relation of United States originating to United Kingdom originating charter traffic.

It is understood, of course, that none of the foregoing in any way modifies or detracts from the obligations undertaken in paragraph D.

Sincerely,

MICHAEL H STYLES

Michael H. Styles

Director
Office of Aviation

DEPARTMENT OF TRADE
SHELL MEX HOUSE STRAND
LONDON WC2R 0DP

28 APRIL 1976

MR MICHAEL H STYLES
Director, Office of Aviation
Department of State
Washington DC

DEAR MR STYLES:

Thank you for your letter of 28 April, 1976 about paragraph D of the Memorandum of Understanding on Passenger Charter Air Services.

As I am sure you appreciate our view of the policy issues you have mentioned differs from yours. I am glad that, despite this, we were able to reach agreement and I note that nothing stated in your letter is intended to modify or detract from the obligations undertaken in paragraph D.

Yours sincerely

G T ROGERS

G T Rogers

LEBANON

Air Transport Services

Agreement extending the agreement of September 1, 1972.

Effectuated by exchange of notes

*Dated at Beirut and Washington March 29 and May 18 and 25, 1976,
Entered into force May 25, 1976.*

The American Embassy to the Lebanese Ministry of Foreign Affairs

No. 65

The Embassy of the United States of America presents its compliments to the Lebanese Ministry of Foreign Affairs and refers to the route schedule contained in the agreement on air transport services between the Government of Lebanon and the Government of the United States [¹] and the exchange of notes of August 27, 1970 on the trans-Pacific routes of Trans-Mediterranean Airlines (TMA)[²] which expire May 27, 1976. The Government of Lebanon has requested that this agreement be extended without change for an additional year.

The United States Government is prepared, in view of the current difficulties faced by Lebanon, to extend the agreement. However, in view of the U.S. Government's dissatisfaction with the above route rights given to TMA, the U.S. Government believes that it would be preferable to extend the agreement for a brief period until December 31, 1976, and subject to the following understandings.

- (1) The Lebanese all-cargo airlines will not increase their capacity on their U.S. routes,
- (2) The Lebanese combination airline will not introduce air service between Lebanon and the United States,
- (3) The Lebanese authorities will accept proposed schedule changes by the U.S. designated airline.

If the Lebanese authorities accept the foregoing proposal, the Embassy proposes that an appropriate exchange of notes be concluded affecting the foregoing extension and understandings.

EMBASSY OF THE UNITED STATES OF AMERICA
BEIRUT, March 29, 1976

¹ TIAS 7546; 24 UST 253.

² TIAS 6951, 21 UST 2057.

The Lebanese Ministry of Public Works and Transport to the American Embassy

REPUBLICHE LIBANAISE
MINISTERE DES TRAVAUX PUBLICS
ET DES TRANSPORTS
DIRECTION GENERALE DE L'AVIATION CIVILE

No. 937/3

KHALDEH, May 18, 1976.

Objet: Air transport agreement between the US of America and Lebanon.

Référence: Your letter No. 65 dated March 29, 1976.

THE EMBASSY OF THE UNITED STATES OF AMERICA
Beirut.

The Ministry of Public Works and Transport of Lebanon presents its compliments to the Embassy of the United States of America and refers to its letter No. 65 dated March 29, 1976, regarding the Agreement on Air Transport Services between the Government of the United States of America and the Government of Lebanon in which it proposed to extend the Agreement until December 31, 1976, subject to the following understandings:

- (1) The Lebanese all-cargo airlines will not increase their capacity on their U.S. routes;
- (2) The Lebanese combination airline will not introduce air service between Lebanon and the United States;
- (3) The Lebanese authorities will accept proposed schedule changes by the U.S. designated airline.

The Lebanese Government is prepared to accept the extension of the Agreement until December 31, 1976, as well as the provisions mentioned in items (1) and (2) as our Cargo designated airline has no plans to increase its capacity during this period and that our combination airline does not plan to operate to the U.S. during that same period.

As far as item (3) is concerned, we also agree with its contents on the understanding that schedules changes by the U.S. designated airline shall be in accordance with the provisions of the Memorandum of Consultations dated June 13, 1972.

We would appreciate your early confirmation of the above and as soon as it is received by us we will consider that the agreement on Air Transport Services between our two Governments has been extended until December 31, 1976.

Adel Osseirane
ADEL OSSEIRANE
*Minister of Public Works
and transport*

TIAS 8304

The Department of State to the Lebanese Embassy

The Department of State informs the Embassy of Lebanon of the receipt of a note from the Lebanese Government dated May 18, 1976, which reads as follows:

"The Ministry of Public Works and Transport of Lebanon presents its compliments to the Embassy of the United States of America and refers to its letter No. 65 dated March 29, 1976, regarding the agreement on Air Transport Services between the Government of the United States of America and the Government of Lebanon in which it proposed to extend the Agreement until December 31, 1976, subject to the following understandings:

- (1) The Lebanese all-cargo airlines will not increase their capacity on their U.S. routes;
- (2) The Lebanese combination airline will not introduce air service between Lebanon and the United States;
- (3) The Lebanese authorities will accept proposed schedule changes by the U.S. designated airline.

"The Lebanese Government is prepared to accept the extension of the agreement until December 31, 1976, as well as the provisions mentioned in items (1) and (2) as our cargo designated airline has no plans to increase its capacity during this period and that our combination airline does not plan to operate in the U.S. during that same period.

"As far as item (3) is concerned, we also agree with its contents on the understanding that schedule changes by the U.S. designated airline shall be in accordance with the provisions of the Memorandum of Consultations dated June 13, 1972.

"We would appreciate your early confirmation of the above and as soon as it is received by us we will consider that the agreement on Air Transport Services between our two Governments has been extended until December 31, 1976."

The Department of State is pleased to inform the Embassy of Lebanon that the proposals set forth in the above note are acceptable to the U.S. Government. Therefore, the letter dated March 29, 1976, from the Embassy of the United States to the Minister of Public Works and Transport, the above reply from the Minister of Public Works and Transport and this note shall be considered as constituting an agreement between the two Governments, which will enter into force on the date of this note, extending the route schedule contained in the Air Transport Agreement between the United States and Lebanon until December 31, 1976.

DEPARTMENT OF STATE,
WASHINGTON, May 25 1976

SOCIALIST FEDERAL REPUBLIC OF YUGOSLAVIA

Scheduled and Nonscheduled Air Service

Agreement amending the agreement of September 27, 1973.

Effectuated by exchange of notes

Signed at Washington May 14, 1976;

Entered into force May 14, 1976.

*The Secretary of State to the Yugoslav Ambassador*DEPARTMENT OF STATE
WASHINGTON

May 14, 1976

Excellency:

I have the honor to refer to recent discussions between representatives of our two Governments with regard to the conclusion of appropriate arrangements for the provision of scheduled air services by the airlines of both countries. In view of the desire of the Yugoslav authorities for the early initiation of scheduled air services by the Yugoslav airline and the impossibility of concluding a full air transport agreement in the time available, I have the honor to propose, on behalf of my Government, that the following provisional arrangements shall be applied through March 31, 1977, pending the negotiation of such an agreement.

1. The United States Government grants the Yugoslav airline, Jugoslovenski Aerotransport (JAT), the right to offer scheduled nonstop air service between Belgrade/Zagreb and New York with two B-707 roundtrip frequencies per week. Requests for additional frequencies will be made by filing the proposed schedule through diplomatic channels at least 45 days before its proposed

His Excellency

Dimce Belovski,

Ambassador of the Socialist Federal
Republic of Yugoslavia.

effective date. Requests for extra sections will be made by filing through diplomatic channels at least 30 days before the proposed date of operation. It is understood that JAT must obtain a foreign air carrier permit from the United States aeronautical authorities before commencing such operations.

2. The Government of the Socialist Federal Republic of Yugoslavia will renew Pan American World Airways' existing operating permit for scheduled air service and will authorize Pan American to offer three B-707 roundtrip frequencies per week or capacity equivalent to three B-707 frequencies per week.^{1/}

3. Since Yugoslav law and policy does not permit Pan American to engage in business activities in its territory on terms which are normally allowed to foreign airlines in the United States, the parties recognize the need for provisional arrangements governing the sale of scheduled air transportation by the respective airlines, as follows:

(a) JAT will appoint Pan American as its general sales agent in the United States and as its ground handling agent at JFK Airport. Sales of scheduled air transportation by JAT in the United States for carriage on JAT's direct services between the

^{1/} For the purpose of determining B-707 equivalents, the following aircraft substitution ratios should be applied:

<u>Seats</u>	<u>Ratio</u>
0-200	1.0
201-300	1.5
301-400	2.0
401-above	2.5

[Footnote in the original.]

United States and Yugoslavia and on its other services between the United States and Yugoslavia operating via Frankfurt where JAT is the carrier on any portion of the journey may be made by JAT directly, and in its discretion, through its agents using Pan American transportation documents. All other sales of scheduled air transportation by JAT in the United States will be made through Pan American using Pan American transportation documents. Under the general sales agency agreement, Pan American will appoint and control sales agents from among those holding Pan Am appointments, taking into account the requests and recommendations of JAT. The general sales agency agreement may also provide for the placement of advertising and for other matters comparable to those required to be performed by JAT as general sales agent for Pan American in Yugoslavia. The foregoing general sales agency and ground handling agreements will be concluded between the two airlines promptly and in any event before the Yugoslav airline commences scheduled service to the United States. Such agreements will be subject to the approval of the respective aeronautical authorities.

(b) Pan American will continue its appointment of JAT as its general sales agent in Yugoslavia. Pan American will be allowed to sell scheduled air transportation in Yugoslavia on all of its services directly to any person for freely convertible currency using JAT transportation documents. Sales of scheduled air

transportation by Pan American in Yugoslavia for Yugoslav currency to Yugoslav citizens for carriage on Pan American's direct services between Yugoslavia and the United States and on its other services between Yugoslavia and the United States operating via Frankfurt where Pan American is the carrier on any portion of the journey may be made by Pan American directly, and, in its discretion, through its agents using JAT transportation documents. All other sales of scheduled air transportation by Pan American in Yugoslavia will be made through JAT using JAT transportation documents.

An agreement for the foregoing purposes will be concluded between the two airlines promptly and in any event before the Yugoslav airline commences scheduled service to the United States. Under the GSA, JAT will appoint and control sales agents from among those holding JAT appointments, taking into account the requests and recommendations of Pan American. Such agreement shall be subject to the approval of the respective aeronautical authorities.

(c) The Yugoslav currency revenues earned from sales performed under subparagraph (b) above may, at the option of Pan American, be used in whole or in part to cover its local expenses connected with the operation of its air services and with the activities of its local representative and, with the approval of the Yugoslav authorities, for other purposes. Local expenses for which such revenues may be used include rent and maintenance of offices and housing, salaries

of employees, purchase and maintenance of company vehicles, advertising, and domestically produced items necessary for the maintenance and servicing of aircraft.

(d) The Yugoslav Government guarantees the prompt and expeditious conversion into convertible currency of dinar revenues in excess of local expenditures accumulated by Pan American from sales of air transportation in Yugoslavia.

4. The Yugoslav authorities will continue to use their best efforts to ensure that the commercial opportunities of Pan American in Yugoslavia are further expanded. In no event will Pan American enjoy less favorable commercial opportunities in Yugoslavia than any other foreign airline.

Furthermore, in order that the benefits accorded by the Agreement on Nonscheduled Air Services between our two Governments of September 27, 1973,^[1] are appropriately related to the foregoing provisional arrangements, I also have the honor to propose, on behalf of my Government, that the following amendments be made to that Agreement:

(1) Add the following subparagraph (g) to Annex A Section II, Paragraph A.3:

"(g) Until the conclusion of an agreement on scheduled air services between the two parties, and as long as JAT is authorized for an interim period to operate scheduled air services to the United States, JAT, in addition to conforming its charter flights to the conditions specified in subparagraphs (a) through

¹ TIAS 7819; 25 UST 659.

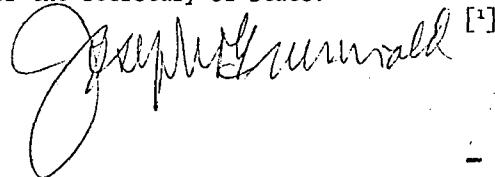
(f) above, may operate no more than 80 one-way revenue charter aircraft movements to or from the United States during the twelve-month period expiring March 31, 1977, unless prior approval to operate a specific higher number of revenue charter aircraft movements is obtained from the United States aeronautical authorities."

(2) Substitute "March 31, 1977" for "December 31, 1976" in Section III of Annex A.

If the foregoing arrangements and amendments are acceptable to your Government, I have the honor to propose that this note and your confirmatory reply constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

For the Secretary of State:

A handwritten signature in black ink, appearing to read "Joseph A. Greenwald". To the right of the signature is a small square bracket containing the number "[1]".

¹ Joseph A. Greenwald

*The Yugoslav Ambassador to the Assistant Secretary of State,
Bureau of Economic and Business Affairs*



EMBASSY OF THE SOCIALIST FEDERAL
REPUBLIC OF YUGOSLAVIA
WASHINGTON

May 14, 1976

Excellency,

I have the honor to acknowledge receipt of Your Excellency's Note, dated May 14, 1976, regarding the provisional arrangements of scheduled air services between our two countries, which reads as follows:

"Excellency:

I have the honor to refer to recent discussions between representatives of our two Governments with regard to the conclusion of appropriate arrangements for the provision of scheduled air services by the airlines of both countries. In view of the desire of the Yugoslav authorities for the early initiation of scheduled air services by the Yugoslav airline and the impossibility of concluding a full air transport agreement in the time available, I have the honor to propose, on behalf of my Government, that the following provisional arrangements shall be applied through March 31, 1977, pending the negotiation of such an agreement:

1. The United States Government grants the Yugoslav airline, Jugoslovenski Aerotransport (JAT), the right to offer scheduled nonstop air service between Belgrade/Zagreb and New York with two B-707 roundtrip frequencies per week. Requests for additional frequencies will be made by filing the proposed schedule through diplomatic channels at least

45 days before its proposed effective date. Requests for extra sections will be made by filing through diplomatic channels at least 30 days before the proposed date of operation. It is understood that JAT must obtain a foreign air carrier permit from the United States aeronautical authorities before commencing such operations.

2. The Government of the Socialist Federal Republic of Yugoslavia will renew Pan American World Airways' existing operating permit for scheduled air service and will authorize Pan American to offer three B-707 roundtrip frequencies per week or capacity equivalent to three B-707 frequencies per week.^{1/}

3. Since Yugoslav law and policy does not permit Pan American to engage in business activities in its territory on terms which are normally allowed to foreign airlines in the United States, the parties recognize the need for provisional arrangements governing the sale of scheduled air transportation by the respective airlines, as follows:

(a) JAT will appoint Pan American as its general sales agent in the United States and as its ground handling agent at JFK Airport. Sales of scheduled air transportation by JAT in the United States for carriage on JAT's direct services between the United States and Yugoslavia and on

^{1/} For the purpose of determining B-707 equivalents, the following aircraft substitution ratios should be applied:

<u>Seats</u>	<u>Ratio</u>
0 - 200	1.0
201 - 300	1.5
301 - 400	2.0
401 - above	2.5

its other services between the United States and Yugoslavia operating via Frankfurt where JAT is the carrier on any portion of the journey may be made by JAT directly, and in its discretion, through its agents using Pan American transportation documents. All other sales of scheduled air transportation by JAT in the United States will be made through Pan American using Pan American transportation documents. Under the general sales agency agreement, Pan American will appoint and control sales agents from among those holding Pan American appointments, taking into account the requests and recommendations of JAT. The general sales agency agreement may also provide for the placement of advertising and for other matters comparable to those required to be performed by JAT as general sales agent for Pan American in Yugoslavia. The foregoing general sales agency and ground handling agreements will be concluded between the two airlines promptly and in any event before the Yugoslav airline commences scheduled service to the United States. Such agreements will be subject to the approval of the respective aeronautical authorities.

(b) Pan American will continue its appointment of JAT as its general sales agent in Yugoslavia. Pan American will be allowed to sell scheduled air transportation in Yugoslavia on all of its services directly to any person for freely convertible currency using JAT transportation documents. Sales of scheduled air transportation by Pan American in Yugoslavia for Yugoslav currency to Yugoslav citizens for carriage on Pan American's direct services between Yugoslavia and the United States and on its other services between Yugoslavia and the United States operating via Frankfurt where Pan American is the carrier on any portion of the journey may be made by Pan American directly and, in its discretion, through its agents using JAT

transportation documents. All other sales of scheduled air transportation by Pan American in Yugoslavia will be made through JAT using JAT transportation documents. An agreement for the foregoing purposes will be concluded between the two airlines promptly and in any event before the Yugoslav airline commences scheduled service to the United States. Under the GSA, JAT will appoint and control sales agents from among those holding JAT appointments, taking into account the requests and recommendations of Pan American. Such agreement shall be subject to the approval of the respective aeronautical authorities.

(c) The Yugoslav currency revenues earned from sales performed under subparagraph (b) above may, at the option of Pan American, be used in whole or in part to cover its local expenses connected with the operation of its air services and with the activities of its local representative and, with the approval of the Yugoslav authorities, for other purposes. Local expenses for which such revenues may be used include rent and maintenance of offices and housing, salaries of employees, purchase and maintenance of company vehicles, advertising, and domestically produced items necessary for the maintenance and servicing of aircraft.

(d) The Yugoslav Government guarantees the prompt and expeditious conversion into convertible currency of dinar revenues in excess of local expenditures accumulated by Pan American from sales of air transportation in Yugoslavia.

4. The Yugoslav authorities will continue to use their best efforts to ensure that the commercial opportunities of Pan American in Yugoslavia are further expanded. In no event will Pan American enjoy less favorable commercial opportunities in Yugoslavia than any other foreign airline.

Furthermore, in order that the benefits accorded by the Agreement on Nonscheduled Air Services between our two Governments of September 27, 1973, are appropriately related to the foregoing provisional arrangements, I also have the honor to propose, on behalf of my Government, that the following amendments be made to that Agreement:

(1) Add the following subparagraph (g) to Annex A Section II, Paragraph A.3:

"(g) Until the conclusion of an agreement on scheduled air services between the two parties, and as long as JAT is authorized for an interim period to operate schedule air services to the United States, JAT, in addition to conforming its charter flights to the conditions specified in subparagraphs (a) through (f) above, may operate no more than 80 one-way revenue charter aircraft movements to or from the United States during the twelve-month period expiring March 31, 1977, unless prior approval to operate a specific higher number of revenue charter aircraft movements is obtained from the United States aeronautical authorities."

(2) Substitute "March 31, 1977" for "December 31, 1976" in Section III of Annex A.

If the foregoing arrangements and amendments are acceptable to your Government, I have the honor to propose that this note and your confirmatory reply constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

I wish to confirm that the foregoing arrangements and amendments are acceptable to my Government and that Your Excellency's note and this note in reply to it

constitute the agreement between the two Governments.

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

Dimec Belovski
Dimec Belovski
Ambassador of the SFR of
Yugoslavia

His Excellency
Joseph A. Greenwald
Assistant Secretary
Department of State
Washington, D.C.

IRELAND

Air Charter Services

*Agreement effected by exchange of notes
Signed at Dublin May 11 and 28, 1976;
Entered into force May 28, 1976.*

The American Ambassador to the Irish Minister for Foreign Affairs

No. 83

May 11, 1976

Excellency:

I have the honor to refer to discussions which took place in Dublin between representatives of our two Governments with regard to air charter services between the United States and Ireland. These representatives have reached agreement on a Memorandum of Understanding on Air Passenger Charter Services, the text of which is enclosed as an annex to this note.

I have the honor to inform Your Excellency that the United States Government agrees to the provisions of the Understanding referred to above and proposes, if the Government of Ireland also agrees to the terms of the Understanding, this note and your reply to that effect together with the Memorandum of Understanding will constitute an agreement between our two Governments

His Excellency

Dr. Garret FitzGerald

Minister for Foreign Affairs

Dublin

which shall enter into force on the date of your reply.

Accept, Excellency the renewed assurances of my highest
consideration.

Walter J. P. Curley [1]

¹ Walter J. P. Curley

MEMORANDUM OF UNDERSTANDING ON AIR PASSENGER CHARTER TRAFFIC

1. Each Party will accept as charterworthy air passenger charter traffic which originates in the territory of the other Party and which is organized and operated pursuant to the rules of that Party, * or according to waivers of such rules granted for exceptional reasons.

a. The rules governing charter traffic originating in the United States are set forth in the Economic Regulations and Special Regulations of the Civil Aeronautics Board.

b. The rules governing traffic originating in Ireland are as set forth in the rules of charterworthiness published by the Department of Transport and Power.

2. The air transport authorities of each Party shall:

a. rely, to the extent possible, on the air transport authorities of the country in which the charter originates for the enforcement of its charter rules;

b. transmit, on request of the air transport authorities of the other Party, appropriate documents to facilitate spot checks of

* With regard, however, to its acceptance of the substitution provisions of the travel group charter category, the Government of Ireland reserves the right, after September 30, 1976, and following consultations, to withdraw its acceptance of such substitution provisions. The United States willingness to enter into the present Understanding in no way implies that it is prepared to regard the foregoing Government of Ireland reservation as an acceptable basis for subsequent Charter Air Services Understandings. In addition, the Government of Ireland reserves the right not to accept traffic originating in the United States where more than three categories of charters, as elected by the carrier, are commingled on the same aircraft. [Footnote in the original.]

flights originating in the territory of the first Party; * and

c. transmit to the air transport authorities of the other Party, for appropriate enforcement of the latter's rules, evidence obtained of possible rules violations on flights operated pursuant to the rules of that Party.

3. Passenger charterworthiness rules will be applied and enforced in a nondiscriminatory manner.

4. Modifications or additions to the charterworthiness rules of one Party which are of a technical or administrative nature and which do not alter the basic character of an existing charter rule nor establish a new charter type, will be accepted by the other Party.

5. Other modifications of rules shall be brought to the attention of the other Party which, after consultations with the first Party, may deny or revoke its approval of traffic proposed to be flown pursuant to such changes. Unless consultations are requested within 30 days of receipt by the other party of notice of modifications, such changes should be deemed to have been accepted.

* Should the air transport authorities of the country of origin not require that a passenger list be filed with them at least 30 days before the initial flight date of each affinity charter group, the air transport authorities of the destination country may require such a filing, with allowances for reasonable addition and substitution of other members of the affinity organization until departure (i.e., of up to 15% of the passengers not previously listed). [Footnote in the original.]

6. In the event that one Party believes that a charter rate (as reflected in the tariff) charged or proposed to be charged by a carrier of the other Party is uneconomical, unreasonable, or unjustly discriminatory it shall so notify the other Party and shall request consultation. In the event of no resolution by consultation, it may take appropriate action to prevent the inauguration or continuation of such charter rate.

7. Consultations between the Parties shall be held within 60 days of receipt of a request by either Party, or at such shorter notice as circumstances may require.

8. Each Party will stand ready to modify its charterworthiness rules should it become necessary in order to prevent undue diversion from the scheduled air services of each between their territories.

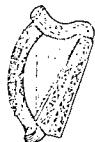
9. Each Party will strive for commonality of charterworthiness rules.

10. This Understanding shall supersede the air charter services Memorandum of Understanding between the United States and Ireland concluded on June 29, 1973. [¹]

11. This Understanding shall become effective upon the date of exchange of diplomatic notes confirming its acceptance by both Parties and shall terminate on December 31, 1976.

¹ Exchange of notes June 28 and 29, 1973. TIAS 7662, 8230; 24 UST 1584; *ante*, p. 30.

The Irish Minister for Foreign Affairs to the American Ambassador



OIFIG AN AIRE GHNÓTHAÍ EACHTRACHA
OFFICE OF THE MINISTER FOR FOREIGN AFFAIRS

BAILE ÁTHA CLIATH
DUBLIN 2

28 May 1976

Excellency,

I have the honour to refer to your note dated 11 May 1976 and the attached Memorandum of Understanding on Air Passenger Charter Services.

I have the honour to inform Your Excellency that the Government of Ireland agree to the provisions of the Memorandum of Understanding and to confirm that your note and this reply together with the Memorandum of Understanding shall constitute an agreement between our two Governments which shall take effect from today's date.

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

[1]

His Excellency Walter J. P. Curley,
Ambassador of the United States of America,
Dublin.

^a Garret Fitzgerald

MULTILATERAL

Statutes of the World Tourism Organization (WTO)

*Done at Mexico City September 27, 1970;
Ratification advised by the Senate of the United States of America
October 30, 1973;
Ratified by the President of the United States of America No-
vember 14, 1973;
Ratification of the United States of America deposited with the
Government of Switzerland December 16, 1975;
Proclaimed by the President of the United States of America
July 31, 1976;
Entered into force with respect to the United States of America
December 16, 1975.*

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Statutes of the World Tourism Organization were adopted at an Extraordinary General Assembly meeting in Mexico City on September 27, 1970, the certified text of which, in the English, French, Russian and Spanish languages, is hereto annexed;

The Senate of the United States of America by its resolution of October 30, 1973, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the Statutes;

The President of the United States of America ratified the Statutes on November 14, 1973, in pursuance of the advice and consent of the Senate;

The United States of America deposited its instrument of ratification on December 16, 1975, in accordance with the provisions of Article 41 of the Statutes;

The Statutes entered into force for the United States of America on December 16, 1975;

Now, THEREFORE, I, Gerald R. Ford, President of the United States of America, proclaim and make public the Statutes, to the end that they shall be observed and fulfilled with good faith on and after December 16, 1975, 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 thirty-first day of July in the year of our Lord one thousand nine hundred seventy-six and of the Independence of the United States of America the two hundred first.

GERALD R. FORD

By the President:

HENRY A. KISSINGER
Secretary of State



MEXICO
17-28.9.1970

UNION INTERNATIONALE DES ORGANISMES OFFICIELS DE TOURISME
INTERNATIONAL UNION OF OFFICIAL TRAVEL ORGANISATIONS
UNION INTERNACIONAL DE ORGANISMOS OFICIALES DE TURISMO

ASSEMBLÉE EXTRAORDINARY ASAMBLEA
GÉNÉRALE GENERAL GENERAL
EXTRAORDINAIRE ASSEMBLY EXTRAORDINARIA

STATUTES OF THE WORLD TOURISM ORGANISATION

(WTO)

ESTABLISHMENT

Article 1

The World Tourism Organisation, hereinafter referred to as "the Organisation", an international organisation of intergovernmental character resulting from the transformation of the International Union of Official Travel Organisations (IUOTO), is hereby established.

HEADQUARTERS

Article 2

The headquarters of the Organisation shall be determined and may at any time be changed by decision of the General Assembly.

AIMS

Article 3

1. The fundamental aim of the Organisation shall be the promotion and development of tourism with a view to contributing to economic development, international understanding, peace, prosperity, and universal respect for, and observance of, human rights and fundamental freedoms for all without distinction as to race, sex, language or religion. The Organisation shall take all appropriate action to attain this objective.

2. In pursuing this aim, the Organisation shall pay particular attention to the interests of the developing countries in the field of tourism.

CENTRE INTERNATIONAL - CASE POSTALE 7 - 1211 GENÈVE 20

3. In order to establish its central role in the field of tourism, the Organisation shall establish and maintain effective collaboration with the appropriate organs of the United Nations and its specialised agencies. In this connection the Organisation shall seek a co-operative relationship with and participation in the activities of the United Nations Development Programme, as a participating and executing agency.

MEMBERSHIP

Article 4

Membership of the Organisation shall be open to:

- a) Full Members
- b) Associate Members
- c) Affiliate Members

Article 5

1. Full membership of the Organisation shall be open to all sovereign States.

2. States whose national tourism organisations are Full Members of IUOTO at the time of adoption of these Statutes by the Extraordinary General Assembly of IUOTO shall have the right to become Full Members of the Organisation, without requirement of vote, on formally declaring that they adopt the Statutes of the Organisation and accept the obligations of membership.

3. Other States may become Full Members of the Organisation if their candidatures are approved by the General Assembly by a majority of two-thirds of the Full Members present and voting provided that said majority is a majority of the Full Members of the Organisation.

Article 6

1. Associate membership of the Organisation shall be open to all territories or groups of territories not responsible for their external relations.

2. Territories or groups of territories whose national tourism organisations are Full Members of IUOTO at the time of adoption of these Statutes by the Extraordinary General Assembly of IUOTO shall have the right to become Associate Members of the Organisation, without requirement of vote, provided that the State which assumes responsibility for their external relations approves their membership and declares on their behalf that such territories or groups of territories adopt the Statutes of the Organisation and accept the obligations of membership.

3. Territories or groups of territories may become Associate Members of the Organisation if their candidature has the prior approval of the Member State which assumes responsibility for their external relations and declares on their behalf that such territories or groups of territories adopt the Statutes of the Organisation and accept the obligations of membership. Such candidatures must be approved by the Assembly by a majority of two-thirds of the Full Members present and voting provided that said majority is a majority of the Full Members of the Organisation.

4. When an Associate Member of the Organisation becomes responsible for the conduct of its external relations, that Associate Member shall be entitled to become a Full Member of the Organisation on formally declaring in writing to the Secretary-General that it adopts the Statutes of the Organisation and accepts the obligations of full membership.

Article 7

1. Affiliate membership of the Organisation shall be open to international bodies, both intergovernmental and non-governmental, concerned with specialised interests in tourism and to commercial bodies and associations whose activities are related to the aims of the Organisation or fall within its competence.

2. Associate Members of IUOTO at the time of adoption of these Statutes by the Extraordinary General Assembly of IUOTO shall have the right to become Affiliate Members of the Organisation, without requirement of vote, on declaring that they accept the obligations of Affiliate membership.

3. Other international bodies, both intergovernmental and non-governmental, concerned with specialised interests in tourism, may become Affiliate Members of the Organisation provided the request for membership is presented in writing to the Secretary-General and receives approval by the Assembly by a majority of two-thirds of the Full Members present and voting and provided that said majority is a majority of the Full Members of the Organisation.

4. Commercial bodies or associations with interests defined in paragraph 1 above may become Affiliate Members of the Organisation provided their requests for membership are presented in writing to the Secretary-General and are endorsed by the State in which the headquarters of the candidate is located. Such candidatures must be approved by the General Assembly by a majority of two-thirds of the Full Members present and voting provided that said majority is a majority of the Full Members of the Organisation.

5. There may be a Committee of Affiliate Members which shall establish its own rules and submit them to the General Assembly for approval. The Committee may be represented at meetings of the Organisation. It may request the inclusion of questions in the agenda of those meetings. It may also make recommendations to the meetings.

6. Affiliate Members may participate in the activities of the Organisation individually or grouped in the Committee of Affiliate Members.

ORGANS

Article 8

1. The organs of the Organisation are:

- a) The General Assembly, hereinafter referred to as the Assembly.
- b) The Executive Council, hereinafter referred to as the Council.
- c) The Secretariat.

2. Meetings of the Assembly and the Council shall be held at the headquarters of the Organisation unless the respective organs decide otherwise.

GENERAL ASSEMBLY

Article 9

1. The Assembly is the supreme organ of the Organisation and shall be composed of delegates representing Full Members.

2. At each session of the Assembly each Full and Associate Member shall be represented by not more than five delegates, one of whom shall be designated by the Member as Chief Delegate.

3. The Committee of Affiliate Members may designate up to three observers and each Affiliate Member may designate one observer, who may participate in the work of the Assembly.

Article 10

The Assembly shall meet in ordinary session every two years and, as well, in extraordinary session when circumstances require. Extraordinary sessions may be convened at the request of the Council or of a majority of Full Members of the Organisation.

Article 11

The Assembly shall adopt its own rules of procedure.

Article 12

The Assembly may consider any question and make recommendations on any matter within the competence of the Organisation. Its functions, other than those which have been conferred on it elsewhere in the present Statutes, shall be:

- a) to elect its President and Vice-Presidents;
- b) to elect the members of the Council;
- c) to appoint the Secretary-General on the recommendation of the Council;
- d) to approve the Financial Regulations of the Organisation;
- e) to lay down general guidelines for the administration of the Organisation;
- f) to approve the staff regulations applicable to the personnel of the Secretariat;
- g) to elect the auditors on the recommendation of the Council;

- h) to approve the general programme of work of the Organisation;
- i) to supervise the financial policies of the Organisation and to review and approve the budget;
- j) to establish any technical or regional body which may become necessary;
- k) to consider and approve reports on the activities of the Organisation and of its organs and to take all necessary steps to give effect to the measures which arise from them;
- l) to approve or to delegate the power to approve the conclusion of agreements with governments and international organisations;
- m) to approve or to delegate the power to approve the conclusion of agreements with private organisations or private entities;
- n) to prepare and recommend international agreements on any question that falls within the competence of the Organisation;
- o) to decide, in accordance with the present Statutes, on applications for membership.

Article 13

1. The Assembly shall elect its President and Vice-Presidents at the beginning of each session.

2. The President shall preside over the Assembly and shall carry out the duties which are entrusted to him.

3. The President shall be responsible to the Assembly while it is in session.

4. The President shall represent the Organisation for the duration of his term of office on all occasions on which such representation is necessary.

EXECUTIVE COUNCILArticle 14

1. The Council shall consist of Full Members elected by the Assembly at the ratio of one member for every five Full Members, in accordance with the Rules of Procedure laid down by the Assembly, with a view to achieving fair and equitable geographical distribution.

2. One Associate Member selected by the Associate Members of the Organisation may participate in the work of the Council without the right to vote.

3. A representative of the Committee of Affiliate Members may participate in the work of the Council without the right to vote.

Article 15

The term of elected members shall be four years except that the terms of one-half of the members of the first Council, as determined by lot, shall be two years. Election for one-half of the membership of the Council shall be held every two years.

Article 16

The Council shall meet at least twice a year.

Article 17

The Council shall elect a Chairman and Vice-Chairman from among its elected members to serve for a term of one year.

Article 18

The Council shall adopt its own Rules of Procedure.

Article 19

The functions of the Council, other than those which are elsewhere assigned to it in these Statutes, shall be:

- a) to take all necessary measures, in consultation with the Secretary-General, for the implementation of the decisions and recommendations of the Assembly and to report thereon to the Assembly;
- b) to receive from the Secretary-General reports on the activities of the Organisation;
- c) to submit proposals to the Assembly;
- d) to examine the general programme of work of the Organisation as prepared by the Secretary-General, prior to its submission to the Assembly;
- e) to submit reports and recommendations on the Organisation's accounts and budget estimates to the Assembly;
- f) to set up any subsidiary body which may be required by its own activities;
- g) to carry out any other functions which may be entrusted to it by the Assembly.

Article 20

Between sessions of the Assembly and in the absence of any contrary provisions in these Statutes, the Council shall take such administrative and technical decisions as may be necessary, within the functions and financial resources of the Organisation, and shall report the decisions which have been taken to the Assembly at its following session, for approval.

SECRETARIAT

Article 21

The Secretariat shall consist of the Secretary-General and such staff as the Organisation may require.

Article 22

The Secretary-General shall be appointed by a two-thirds majority of Full Members present and voting in the Assembly, on the recommendation of the Council, and for a term of four years. His appointment shall be renewable.

Article 23

1. The Secretary-General shall be responsible to the Assembly and Council.
2. The Secretary-General shall carry out the direction of the Assembly and Council. He shall submit to the Council reports on the activities of the Organisation, its accounts and the draft general programme of work and budget estimates of the Organisation.
3. The Secretary-General shall ensure the legal representation of the Organisation.

Article 24

1. The Secretary-General shall appoint the staff of the Secretariat in accordance with staff regulations approved by the Assembly.
2. The staff of the Organisation shall be responsible to the Secretary-General.
3. The paramount consideration in the recruitment of staff and in the determination of the conditions of service shall be the necessity of securing the highest standards of efficiency, technical competence and integrity. Subject to this consideration, due regard shall be paid to the importance of recruiting the staff on as wide a geographical basis as possible.
4. In the performance of their duties the Secretary-General and staff shall not seek or receive instructions from any government or any other authority external to the Organisation. They shall refrain from any action which might reflect on their position as international officials responsible only to the Organisation.

BUDGET AND EXPENDITUREArticle 25

1. The budget of the Organisation, covering its administrative functions and the general programme of work, shall be financed by contributions of the Full, Associate and Affiliate Members according to a scale of assessment accepted by the Assembly and from other possible sources of receipts for the Organisation in accordance with the Financing Rules which are attached to these Statutes and form an integral part thereof.

2. The budget prepared by the Secretary-General shall be submitted by the Council to the Assembly for examination and approval.

Article 26

1. The accounts of the Organisation shall be examined by two auditors elected by the Assembly on the recommendation of the Council for a period of two years. The auditors shall be eligible for re-election.

2. The auditors, in addition to examining the accounts, may make such observations as they deem necessary with respect to the efficiency of the financial procedures and management, the accounting system, the internal financial controls and, in general, the financial consequences of administrative practices.

QUORUM

Article 27

1. The presence of a majority of the Full Members shall be necessary to constitute a quorum at meetings of the Assembly.

2. The presence of a majority of the Full Members of the Council shall be necessary to constitute a quorum at meetings of the Council.

VOTING

Article 28

Each Full Member shall be entitled to one vote.

Article 29

1. Subject to other provisions of the present Statutes, decisions on all matters shall be taken in the Assembly by a simple majority of Full Members present and voting.

2. A two-thirds majority vote of the Full Members, present and voting, shall be necessary to take decisions on matters involving budgetary and financial obligations of the Members, the location of the headquarters of the Organisation, and other questions deemed of particular importance by a simple majority of the Full Members present and voting at the Assembly.

Article 30

Decisions of the Council shall be made by a simple majority of Members present and voting except on budgetary and financial recommendations which shall be approved by a two-thirds majority of Members present and voting.

LEGAL PERSONALITY, PRIVILEGES
AND IMMUNITIESArticle 31

The Organisation shall have legal personality.

Article 32

The Organisation shall enjoy in the territories of its Member States the privileges and immunities required for the exercise of its functions. Such privileges and immunities may be defined by agreements concluded by the Organisation.

AMENDMENTSArticle 33

1. Any suggested amendment to the present Statutes and its Annex shall be transmitted to the Secretary-General who shall circulate it to the Full Members at least six months before being submitted to the consideration of the Assembly.
2. An amendment shall be adopted by the Assembly by a two-thirds majority of Full Members present and voting.
3. An amendment shall come into force for all Members when two-thirds of the Member States have notified the Depository Government of their approval of such amendment.

SUSPENSION OF MEMBERSHIPArticle 34

1. If any Member is found by the Assembly to persist in a policy that is contrary to the fundamental aim of the Organisation as mentioned in Article 3 of these Statutes, the Assembly may, by a resolution adopted by a majority of two-thirds of Full Members present and voting, suspend such Member from exercising the rights and enjoying the privileges of membership.

2. The suspension shall remain in force until a change of such policy is recognised by the Assembly.

WITHDRAWAL FROM MEMBERSHIP

Article 35

1. Any Full Member may withdraw from the Organisation on the expiry of one year's notice in writing to the Depository Government.

2. Any Associate Member may withdraw from the Organisation on the same conditions of notice, provided the Depository Government has been notified in writing by the Full Member which is responsible for the external relations of that Associate Member.

3. An Affiliate Member may withdraw from the Organisation on the expiry of one year's notice in writing to the Secretary-General.

ENTRY INTO FORCE

Article 36

The present Statutes shall enter into force one-hundred-and-twenty days after fifty-one States whose official tourism organisations are Full Members of IUTO at the time of adoption of these Statutes, have formally signified to the provisional Depository their approval of the Statutes and their acceptance of the obligations of membership.

DEPOSITORY

Article 37

1. These Statutes and any declarations accepting the obligations of Membership shall be deposited for the time being with the Government of Switzerland.

2. The Government of Switzerland shall notify all States entitled to receive such notification of the receipt of such declarations and of the date of entry into force of these Statutes.

INTERPRETATION AND LANGUAGESArticle 38

The official languages of the Organisation shall be English, French, Russian and Spanish.

Article 39

The English, French, Russian and Spanish texts of these Statutes shall be regarded as equally authentic.

TRANSITIONAL PROVISIONSArticle 40

The headquarters shall provisionally be in Geneva, Switzerland, pending a decision by the General Assembly under Article 2.

Article 41

During a period of one-hundred-and-eighty days after these Statutes enter into force, States Members of the United Nations, the specialised agencies and the International Atomic Energy Agency or Parties to the Statute of the International Court of Justice [1] shall have the right to become Full Members of the Organisation, without requirement of vote, on formally declaring that they adopt the Statutes of the Organisation and accept the obligations of membership.

Article 42

During the year following the entry into force of the present Statutes, States whose national tourism organisations were members of IUTO at the time of adoption of these Statutes and which have adopted the present Statutes subject to approval may participate in the activities of the Organisation with the rights and obligations of a Full Member.

¹ TS 993; 59 Stat. 1055.

Article 43

During the year following the entry into force of the present Statutes, territories or groups of territories not responsible for their external relations but whose tourism organisations were Full Members of IUOTO and are therefore entitled to Associate membership and which have adopted the Statutes subject to approval by the State which assumes responsibility for their external relations may participate in the activities of the organisation with the rights and obligations of an Associate Member.

Article 44

When the present Statutes come into force, the rights and obligations of IUOTO shall be transferred to the Organisation.

Article 45

The Secretary-General of IUOTO at the time of the entry into force of the present Statutes shall act as Secretary-General of the Organisation until such time as the Assembly has elected the Secretary-General of the Organisation.

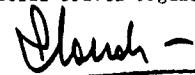
Done at Mexico City on 27 September 1970.

* * *

The text of the present Statutes is an exact copy of the text authenticated by the signatures of the President of the Extra-ordinary General Assembly, President of the International Union of Official Travel Organisations, and of the Secretary-General of the International Union of Official Travel Organisations.

Certified true and complete copy.

The Secretary-General of
the International Union of
Official Travel Organisations



Robert C. LONATI

ANNEXFINANCING RULES

1. The financial period of the Organisation shall be two years.
2. The financial year shall be from 1 January to 31 December.
3. The budget shall be financed by the contributions of the Members according to a method of apportionment to be determined by the Assembly, based on the level of economic development of and the importance of tourism in each country, and by other receipts of the Organisation.
4. The budget shall be formulated in United States dollars. The currency used for the payment of contributions shall be the United States dollar. This shall not preclude acceptance by the Secretary-General, to the extent authorised by the Assembly, of other currencies in payment of Members' contributions.
5. A General Fund shall be established. All membership contributions made pursuant to paragraph 3, miscellaneous income and any advances from the Working Capital Fund shall be credited to the General Fund. Expenditure for administration and the general programme of work shall be paid out of the General Fund.
6. A Working Capital Fund shall be established, the amount of which is to be fixed by the Assembly. Advance contributions of Members and any other budget receipts which the Assembly decides may be so used, shall be paid into the Working Capital Fund. When required, amounts therefrom shall be transferred to the General Fund.
7. Funds-in-trust may be established to finance activities not provided for in the budget of the Organisation which are of interest to some member countries or groups of countries. Such Funds shall be financed by voluntary contributions. A fee may be charged by the Organisation to administer these Funds.

8. The Assembly shall determine the utilisation of gifts, legacies and other extraordinary receipts not included in the budget.
9. The Secretary-General shall submit the budget estimates to the Council at least three months before the appropriate meeting of the Council. The Council shall examine these estimates and shall recommend the budget to the Assembly for final examination and approval. The Council's estimates shall be sent to Members at least three months before the appropriate session of the Assembly.
10. The Assembly shall approve the budget by years for the succeeding two-year financial period and its annual apportionment, as well as its administrative accounts for each year.
11. The accounts of the Organisation for the last financial year shall be transmitted by the Secretary-General to the auditors and to the competent organ of the Council.

The auditors shall report to the Council and to the Assembly.

12. The Members of the Organisation shall pay their contribution in the first month of the financial year for which it is due. Members shall be notified of the amount of their contribution, as determined by the Assembly, six months before the beginning of the financial year to which it relates.

However, the Council may approve justified cases of arrears due to different financial years existing in different countries.

13. A Member which is in arrears in the payment of its financial contributions to the Organisation's expenditure shall be deprived of the privileges enjoyed by the Members in the form of services and the right to vote in Assembly and the Council if the amount of its arrears equals or exceeds the amount of the contributions due from it for the preceding two financial years. At the request of the Council, the Assembly may, however, permit such a Member to vote and to enjoy the services of the Organisation if it is satisfied that the failure to pay is due to conditions beyond the control of the Member.

14. A Member withdrawing from the Organisation shall be liable for assessments on a pro rata basis up to the time the withdrawal becomes effective.

In calculating the assessments of Associate and Affiliate Members, account shall be taken of the different bases of their membership and the limited rights they enjoy within the Organisation.

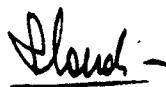
Done at Mexico City on 27 September 1970.

* * *

The text of the present Financing Rules attached to the Statutes of the World Tourism Organisation is an exact copy of the text authenticated by the signatures of the President of the Extraordinary General Assembly, President of the International Union of Official Travel Organisations, and of the Secretary-General of the International Union of Official Travel Organisations.

Certified true and complete copy.

The Secretary-General of
the International Union of
Official Travel Organisations



Robert C. LONATI



UNION INTERNATIONALE DES ORGANISMES OFFICIELS DE TOURISME
INTERNATIONAL UNION OF OFFICIAL TRAVEL ORGANISATIONS
UNION INTERNACIONAL DE ORGANISMOS OFICIALES DE TURISMO

MEXICO
7-28.9.1970

ASSEMBLÉE GÉNÉRALE EXTRAORDINAIRE EXTRADORDINARY ASSEMBLY GENERAL ASAMBLEA GENERAL EXTRAORDINARIA

CENTRE INTERNATIONAL CASE POSTALE 7 • 1211 GENÈVE 20

STATUTS DE L'ORGANISATION MONDIALE DU TOURISME
(OMT)

CONSTITUTION

Article 1

L'Organisation mondiale du tourisme, dénommée "l'Organisation" dans les articles suivants, est créée en tant qu'organisation internationale de caractère intergouvernemental résultant de la transformation de l'Union internationale des Organismes officiels de tourisme (UIOOT).

SIEGE

Article 2

Le siège de l'Organisation est déterminé et peut être changé à tout moment par décision de l'Assemblée générale.

BUTS

Article 3

1. L'objectif fondamental de l'Organisation est de promouvoir et de développer le tourisme en vue de contribuer à l'expansion économique, à la compréhension internationale, à la paix, à la prospérité ainsi qu'au respect universel et à l'observation des droits et des libertés humaines fondamentales sans distinction de race, de sexe, de langue ou de religion. L'Organisation prendra toutes les mesures nécessaires en vue d'atteindre cet objectif.

2. Dans la poursuite de cet objectif, l'Organisation prêtera une attention particulière aux intérêts des pays en voie de développement dans le domaine du tourisme.

3. Afin d'affirmer le rôle central qu'elle est appelée à jouer dans le domaine du tourisme, l'Organisation établira et maintiendra une coopération efficace avec les organes compétents des Nations Unies et ses institutions spécialisées. A cet effet, l'Organisation cherchera à établir des rapports de coopération et de participation avec le Programme des Nations Unies pour le développement, en tant qu'organisation participante et chargée de l'exécution du Programme.

MEMBRES

Article 4

La qualité de Membre de l'Organisation sera accessible aux :

- a) Membres effectifs
- b) Membres associés
- c) Membres affiliés

Article 5

1. La qualité de Membre effectif de l'Organisation est accessible à tous les Etats souverains.

2. Les Etats dont les organismes nationaux de tourisme sont Membres effectifs de l'UIOOT, à la date de l'adoption des présents Statuts par l'Assemblée générale extraordinaire de l'UIOOT, ont le droit de devenir, sans nécessité de vote, Membres effectifs de l'Organisation, au moyen d'une déclaration formelle par laquelle ils adoptent les Statuts de l'Organisation et acceptent les obligations inhérentes à la qualité de Membre.

3. D'autres Etats peuvent devenir Membres effectifs de l'Organisation si leur candidature est approuvée par l'Assemblée générale à la majorité des deux-tiers des Membres effectifs présents et votants, scus réserve que ladite majorité comprenne la majorité des Membres effectifs de l'Organisation.

Article 6

1. La qualité de Membre associé de l'Organisation est accessible à tous les territoires ou groupes de territoires qui n'ont pas la responsabilité de leurs relations extérieures.

2. Les territoires ou groupes de territoires dont les organismes nationaux de tourisme sont Membres effectifs de l'UIOOT à la date de l'adoption des présents Statuts par l'Assemblée générale extraordinaire de l'UIOOT, ont le droit de devenir, sans nécessité de vote, Membres associés de l'Organisation, sous réserve de l'approbation de l'Etat qui assume la responsabilité de leurs relations extérieures, lequel doit également déclarer, en leur nom, que ces territoires ou groupes de territoires adoptent les Statuts de l'Organisation et acceptent les obligations inhérentes à la qualité de Membre.

3. Des territoires ou groupes de territoires peuvent devenir Membres associés de l'Organisation si leur candidature obtient l'approbation préalable de l'Etat Membre qui assume la responsabilité de leurs relations extérieures, lequel doit également déclarer en leur nom, que ces territoires ou groupes de territoires adoptent les Statuts de l'Organisation et acceptent les obligations inhérentes à la qualité de Membre. L'Assemblée doit approuver ces candidatures à la majorité des deux-tiers des Membres effectifs présents et votants, sous réserve que ladite majorité comprenne la majorité des Membres effectifs de l'Organisation.

4. Lorsqu'un Membre associé de l'Organisation devient responsable de la conduite de ses relations extérieures, il a le droit de devenir Membre effectif de l'Organisation au moyen d'une déclaration formelle écrite, par laquelle il notifie au Secrétaire général qu'il adopte les Statuts de l'Organisation et qu'il accepte les obligations inhérentes à la qualité de Membre effectif.

Article 7

1. La qualité de Membre affilié de l'Organisation est accessible aux organisations internationales, intergouvernementales et non gouvernementales qui s'occupent d'intérêts touristiques spécialisés ainsi qu'aux organisations commerciales et associations dont les activités sont en rapport avec les buts de l'Organisation ou qui relèvent de sa compétence.

2. Les Membres associés de l'UIOOT à la date de l'adoption des présents Statuts par l'Assemblée générale extraordinaire de l'UIOOT, ont le droit de devenir Membres affiliés de l'Organisation, sans nécessité de vote, au moyen d'une déclaration par laquelle ils acceptent les obligations inhérentes à la qualité de Membre affilié.

3. D'autres organisations internationales, intergouvernementales et non gouvernementales qui s'occupent d'intérêts touristiques spécialisés peuvent devenir Membres affiliés de l'Organisation sous réserve que leur candidature à la qualité de Membre soit présentée par écrit au Secrétariat général et qu'elle soit approuvée par l'Assemblée à la majorité des deux-tiers des Membres effectifs présents et votants, sous réserve que ladite majorité comprenne la majorité des Membres effectifs de l'Organisation.

4. Des organisations commerciales ou des associations qui s'occupent d'intérêts définis dans le paragraphe 1 ci-dessus, peuvent devenir Membres affiliés de l'Organisation, sous réserve que leur candidature à la qualité de Membre soit soumise par écrit au Secrétaire général et appuyée par l'Etat sous la juridiction duquel le siège du candidat se trouve situé. Lesdites candidatures doivent être approuvées par l'Assemblée à la majorité des deux-tiers des Membres effectifs présents et votants, sous réserve que ladite majorité comprenne la majorité des Membres effectifs de l'Organisation.

5. Il peut être constitué un Comité des Membres affiliés, qui établit son propre règlement, soumis à l'approbation de l'Assemblée. Le Comité peut être représenté aux réunions de l'Organisation. Il peut demander l'inscription de questions à l'ordre du jour de ces réunions. Il peut également formuler des recommandations à ces réunions.

6. Les Membres affiliés peuvent participer, à titre individuel ou groupés au sein du Comité des Membres affiliés, aux activités de l'Organisation.

ORGANES

Article 8

1. Les organes de l'Organisation sont les suivants :

- a) L'Assemblée générale, ci-après dénommée l'Assemblée.
- b) Le Conseil exécutif, ci-après dénommé le Conseil.
- c) Le Secrétariat.

2. Les réunions de l'Assemblée et du Conseil se tiennent au siège de l'Organisation à moins que les organes respectifs n'en décident autrement.

ASSEMBLEE GENERALEArticle 9

1. L'Assemblée est l'organe suprême de l'Organisation ; elle est composée de délégués représentant les Membres effectifs.

2. Lors des sessions de l'Assemblée, les Membres effectifs et associés ne pourront se faire représenter par plus de cinq délégués, dont l'un sera nommé Chef de délégation par le Membre.

3. Le Comité des Membres affiliés peut désigner jusqu'à concurrence de trois observateurs et chaque Membre affilié peut nommer un observateur pour participer aux travaux de l'Assemblée.

Article 10

L'Assemblée se réunit en session ordinaire tous les deux ans et, également, en session extraordinaire lorsque les circonstances l'exigent. Les sessions extraordinaires peuvent être convoquées à la demande du Conseil ou de la majorité des Membres effectifs de l'Organisation.

Article 11

L'Assemblée adopte son propre Règlement.

Article 12

L'Assemblée peut examiner toute question et formuler des recommandations sur tout sujet relevant de la compétence de l'Organisation. Outre celles qui lui sont conférées par ailleurs dans les présents Statuts, ses attributions sont les suivantes :

- a) élire son Président et ses Vice-Présidents ;
- b) élire les membres du Conseil ;
- c) nommer le Secrétaire général sur la recommandation du Conseil ;
- d) approuver le Règlement financier de l'Organisation ;
- e) énoncer des directives générales pour l'administration de l'Organisation ;
- f) approuver le Règlement du personnel applicable aux membres du personnel du Secrétariat ;

- g) élire les Commissaires aux comptes sur la recommandation du Conseil ;
- h) approuver le programme général de travail de l'Organisation ;
- i) contrôler la politique financière de l'Organisation et examiner et approuver le budget ;
- j) créer tout organe technique ou régional qui peut se révéler nécessaire ;
- k) étudier et approuver les rapports d'activités de l'Organisation et des organes de celle-ci et prendre toutes dispositions nécessaires pour donner effet aux mesures qui en découlent ;
- l) approuver ou déléguer les pouvoirs en vue d'approuver la conclusion d'accords avec des gouvernements et des organisations internationales ;
- m) approuver ou déléguer les pouvoirs en vue d'approuver la conclusion d'accords avec des organisations ou des institutions privées ;
- n) élaborer et recommander des accords internationaux sur toute question qui relève de la compétence de l'Organisation ;
- o) se prononcer, conformément aux présents Statuts, sur les demandes d'admission à la qualité de Membre.

Article 13

1. L'Assemblée élit son Président et ses Vice-Présidents au début de chaque session.

2. Le Président préside l'Assemblée et accomplit les tâches qui lui sont confiées.

3. Le Président est responsable devant l'Assemblée au cours des sessions de celle-ci.

4. Le Président représente l'Organisation pendant la durée de son mandat dans toutes les manifestations où cette représentation est nécessaire.

CONSEIL EXÉCUTIFArticle 14

1. Le Conseil se compose de Membres effectifs élus par l'Assemblée à raison d'un Membre pour cinq Membres effectifs, conformément au Règlement arrêté par l'Assemblée, en vue d'atteindre une répartition géographique juste et équitable.

2. Un Membre associé, désigné par les Membres associés de l'Organisation, peut participer aux travaux du Conseil, sans droit de vote.

3. Un représentant du Comité des Membres affiliés peut participer aux travaux du Conseil, sans droit de vote.

Article 15

Le mandat des membres élus du Conseil est de quatre ans, à l'exception de celui de la moitié des membres du premier Conseil, désignés par tirage au sort, qui est de deux ans. Il sera procédé tous les deux ans à l'élection de la moitié des membres du Conseil.

Article 16

Le Conseil se réunit au moins deux fois par an.

Article 17

Le Conseil élit parmi ses membres élus un Président et des Vice-Présidents pour un mandat d'un an.

Article 18

Le Conseil adopte son propre Règlement.

Article 19

Les fonctions du Conseil, outre celles qui lui sont par ailleurs conférées dans les présents Statuts, sont les suivantes :

- a) prendre, en consultation avec le Secrétaire général, toutes les mesures nécessaires, ~~à l'exception~~, des décisions et des recommandations de l'Assemblée, et faire rapport à celle-ci ;
- Notified —
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15.8.1971*

- b) recevoir du Secrétaire général des rapports sur les activités de l'Organisation ;
- c) soumettre des propositions à l'Assemblée ;
- d) examiner le programme général de travail de l'Organisation élaboré par le Secrétaire général, avant sa présentation à l'Assemblée ;
- e) soumettre à l'Assemblée des rapports et des recommandations portant sur les comptes et les prévisions budgétaires de l'Organisation ;
- f) créer tout organe subsidiaire nécessaire aux activités du Conseil ;
- g) exercer toute autre fonction qui peut lui être confiée par l'Assemblée.

Article 20

Dans l'intervalle des sessions de l'Assemblée, et en l'absence de toute disposition contraire dans les présents Statuts, le Conseil prend les décisions d'ordre administratif et technique qui peuvent être nécessaires, dans le cadre des attributions et des ressources financières de l'Organisation, et fait rapport à la prochaine session de l'Assemblée, pour approbation, sur les décisions qui ont été prises.

SECRETARIAT

Article 21

Le Secrétariat est composé du Secrétaire général et du personnel nécessaire à l'Organisation.

Article 22

Sur recommandation du Conseil, le Secrétaire général est nommé pour une période de quatre ans à la majorité des deux-tiers des Membres effectifs présents et votants à l'Assemblée. Son mandat est renouvelable.

Article 23

1. Le Secrétaire général est responsable devant l'Assemblée et le Conseil.

2. Le Secrétaire général est chargé de l'exécution des directives de l'Assemblée et du Conseil. Il soumet au Conseil des rapports sur les activités de l'Organisation, les comptes de gestion et le projet de programme général de travail ainsi que les propositions budgétaires de l'Organisation.

3. Le Secrétaire général assure la représentation juridique de l'Organisation.

Article 24

1. Le Secrétaire général nomme le personnel du Secrétariat, conformément au Règlement du personnel approuvé par l'Assemblée.

2. Le personnel de l'Organisation est responsable devant le Secrétaire général.

3. La considération dominante dans le recrutement et la fixation des conditions d'emploi du personnel doit être la nécessité d'assurer à l'Organisation les services de personnes possédant les plus hautes qualités d'efficacité, de compétence technique et d'intégrité. Conformément à cette considération, sera dûment observée l'importance d'un recrutement effectué sur une base géographique aussi large que possible.

4. Dans l'accomplissement de leurs devoirs, le Secrétaire général et le personnel ne sollicitent ni n'acceptent d'instructions d'aucun gouvernement ni d'aucune autorité extérieure à l'Organisation. Ils s'abstiennent de tout acte incompatible avec leur situation de fonctionnaires internationaux et ne sont responsables qu'envers l'Organisation.

BUDGET ET DEPENSES

Article 25

1. Le budget de l'Organisation couvrant ses activités administratives et de programme général de travail, est financé par les contributions des Membres effectifs, associés et affiliés, selon un barème d'évaluation accepté par l'Assemblée, ainsi que par toute autre source possible de recettes de l'Organisation, conformément aux dispositions des Règles de financement annexées aux présents Statuts.

2. Le budget préparé par le Secrétaire général est soumis à l'Assemblée par le Conseil, pour examen et approbation.

Article 26

1. Les comptes de l'Organisation sont examinés par deux Commissaires aux comptes, élus par l'Assemblée pour une période de deux ans sur la recommandation du Conseil. Les Commissaires aux comptes sont rééligibles.

2. Les Commissaires aux comptes, en plus de leurs fonctions d'examen des comptes, peuvent présenter les observations qu'ils jugent nécessaires concernant l'efficacité des procédures financières et la gestion, le système de comptabilité, le contrôle financier intérieur et d'une façon générale, les conséquences financières des pratiques administratives.

QUORUMArticle 27

1. La présence de la majorité des Membres effectifs est nécessaire pour qu'il y ait quorum aux réunions de l'Assemblée.

2. La présence de la majorité des Membres effectifs du Conseil est nécessaire pour qu'il y ait quorum aux réunions du Conseil.

VOTEArticle 28

Chaque Membre effectif dispose d'une voix.

Article 29

1. Sous réserve de dispositions contraires des présents Statuts, les décisions en toutes matières sont prises à l'Assemblée, à la majorité simple des Membres effectifs présents et votants.

2. Pour les décisions sur des questions entraînant des obligations budgétaires et financières pour les Membres, ainsi que sur le lieu du siège de l'Organisation, et pour toute autre question que la majorité simple des Membres effectifs estime d'une importance particulière, la majorité des deux-tiers des Membres effectifs présents et votants, est nécessaire à l'Assemblée.

Article 30

Les décisions du Conseil sont prises à la majorité simple des membres présents et votants, à l'exception des recommandations en matière financière et budgétaire, qui doivent être approuvées à la majorité des deux-tiers des membres présents et votants.

CAPACITE JURIDIQUE, PRIVILEGES ET IMMUNITESArticle 31

L'Organisation possède la personnalité juridique.

Article 32

L'Organisation bénéficie, sur le territoire des Etats Membres, des priviléges et immunités nécessaires à l'exercice de ses fonctions. Ces priviléges et immunités peuvent être définis par des accords conclus par l'Organisation.

AMENDEMENTSArticle 33

1. Tout projet d'amendement aux présents Statuts et à son annexe est transmis au Secrétaire général, qui le communique aux Membres effectifs six mois au moins avant qu'il soit soumis à l'examen de l'Assemblée.

2. Un amendement est adopté par l'Assemblée à la majorité des deux-tiers des Membres effectifs présents et votants.

3. Un amendement entre en vigueur pour tous les Membres lorsque les deux-tiers des Etats Membres ont notifié leur approbation de celui-ci au Gouvernement dépositaire.

SUSPENSIONArticle 34

1. Si l'Assemblée estime qu'un Membre persiste à poursuivre une politique contraire à l'objectif fondamental de l'Organisation, tel qu'il est décrit à l'Article 3 des Statuts, l'Assemblée peut, par une résolution adoptée à la majorité des deux-tiers des Membres effectifs présents et votants, suspendre ce Membre, le privant de l'exercice des droits et de la jouissance des priviléges inhérents à la qualité de Membre.

2. La suspension sera maintenue jusqu'à ce que l'Assemblée reconnaissse qu'un changement est intervenu dans la politique de ce Membre.

RETRAIT

Article 35

1. Tout Membre effectif peut se retirer de l'Organisation à l'expiration du préavis d'un an adressé par écrit au Gouvernement dépositaire.

2. Tout Membre associé peut se retirer de l'Organisation dans les mêmes conditions de préavis, au moyen d'une notification par écrit adressée au Gouvernement dépositaire par le Membre effectif qui assume la responsabilité des relations extérieures du Membre associé.

3. Tout Membre affilié peut se retirer de l'Organisation à l'expiration du préavis d'un an adressé par écrit au Secrétaire général.

ENTREE EN VIGUEUR

Article 36

Les présents Statuts entrent en vigueur cent vingt jours après que cinquante et un Etats dont les organismes officiels de tourisme sont Membres effectifs de l'UITOT au moment de l'adoption des présents, auront officiellement notifié au dépositaire provisoire leur approbation des Statuts et leur acceptation des obligations inhérentes à la qualité de Membre.

DEPOSITAIRE

Article 37

1. Les présents Statuts ainsi que toutes les déclarations d'acceptation des obligations inhérentes à la qualité de Membre doivent être déposés à titre provisoire auprès du Gouvernement suisse.

2. Le Gouvernement suisse informe tous les Etats habilités à recevoir cette notification, de la réception de telles déclarations et de la date d'entrée en vigueur des présents Statuts.

o

LANGUES ET INTERPRETATIONArticle 38

Les langues officielles de l'Organisation sont le français, l'anglais, l'espagnol et le russe.

Article 39

Les textes français, anglais, espagnol et russe des présents Statuts font également foi.

DISPOSITIONS TRANSITOIRESArticle 40

En attendant une décision de l'Assemblée générale, conformément à l'article 2, le siège est provisoirement fixé à Genève (Suisse).

Article 41

Pendant un délai de cent quatre vingt jours à partir de l'entrée en vigueur des présents Statuts, les Etats Membres de l'Organisation des Nations Unies, des institutions spécialisées et de l'Agence internationale de l'énergie atomique ou qui sont parties au Statut de la Cour internationale de Justice, ont le droit de devenir, sans nécessité de vote, Membres effectifs de l'Organisation au moyen d'une déclaration formelle par laquelle ils adoptent les Statuts de l'Organisation et acceptent les obligations inhérentes à la qualité de Membre.

Article 42

Pendant un délai d'un an après l'entrée en vigueur des présents Statuts, les Etats dont les organismes nationaux de tourisme étaient membres effectifs de l'UIOOT au moment de l'adoption des présents Statuts et qui ont adopté les présents Statuts sous réserve d'approbation, sont admis à participer aux activités de l'Organisation avec tous les droits et obligations d'un Membre effectif.

o

Article 43

Au cours de l'année qui suit l'entrée en vigueur des présents Statuts, les territoires ou groupes de territoires non responsables de leurs relations extérieures mais dont les organismes nationaux de tourisme étaient membres effectifs de l'UIOOT au moment de l'adoption des présents Statuts, et qui par conséquent ont droit à la qualité de Membre associé et qui ont adopté les présents Statuts sous réserve d'approbation par l'Etat qui assume la responsabilité de leurs relations extérieures, peuvent participer aux activités de l'Organisation en bénéficiant des droits et des obligations inhérents à la qualité de Membre associé.

Article 44

A partir de l'entrée en vigueur des présents Statuts, les droits et obligations de l'UIOOT sont dévolus à l'Organisation.

Article 45

Le Secrétaire général de l'UIOOT, à la date de l'entrée en vigueur des présents Statuts, agira en tant que Secrétaire général de l'Organisation jusqu'à la date de l'élection, par l'Assemblée, du Secrétaire général de l'Organisation.

Fait à Mexico le 27 septembre 1970.

* * *

Le Président de l'Assemblée
générale extraordinaire
Président de l'Union internationale
des organismes officiels de tourisme

Le Secrétaire général de
l'Union internationale
des organismes
officiels de tourisme



Georges FADDOUL



Robert C. LONATI

ANNEXE

REGLES DE FINANCEMENT

1. La période financière de l'Organisation est de deux ans.
2. L'exercice financier correspond à la période comprise entre le 1er janvier et le 31 décembre.
3. Le budget est financé au moyen des contributions des Membres selon une méthode de répartition à déterminer par l'Assemblée et basée sur le niveau de développement économique ainsi que sur l'importance du tourisme international de chaque pays, et au moyen d'autres recettes de l'Organisation.
4. Le Budget sera formulé en dollars des Etats-Unis. La monnaie de paiement des contributions des Membres est le dollar des Etats-Unis. Toutefois, le Secrétaire général peut accepter d'autres monnaies pour le paiement des contributions des Membres, jusqu'à concurrence du montant autorisé par l'Assemblée.
5. Un Fonds général est établi. Toutes les contributions effectuées en qualité de Membre conformément au paragraphe 3, les ressources diverses et toute avance sur le Fonds de roulement seront créditées au Fonds général. Les dépenses d'administration et les dépenses relatives au programme général seront effectuées par le débit du Fonds général.
6. Il est établi un Fonds de roulement pour un montant qui sera fixé par l'Assemblée. Les avances sur les contributions des Membres et toutes autres recettes que l'Assemblée destine à cet effet seront versées au Fonds de roulement. Lorsque cela est nécessaire, des virements de ce Fonds peuvent être effectués au Fonds général.

7. Des Fonds fiduciaires peuvent être établis pour financer les activités non prévues au budget de l'Organisation auxquelles sont intéressés certains pays ou groupes de pays, ces Fonds étant financés par des contributions volontaires. L'Organisation peut demander une rémunération pour l'administration de ces Fonds.
8. La destination des dons, legs et autres recettes extraordinaires ne figurant pas au budget de l'Organisation est décidée par l'Assemblée.
9. Le Secrétaire général soumet les prévisions budgétaires au Conseil au moins trois mois avant la date de la réunion correspondante du Conseil. Le Conseil étudie ces prévisions et recommande le budget à l'examen final et à l'approbation de l'Assemblée. Les prévisions du Conseil sont communiquées au moins trois mois avant la date de la réunion correspondante de l'Assemblée.
10. L'Assemblée approuve le budget par année pour la période de deux ans et sa répartition pour chaque année ainsi que les comptes de gestion pour chaque année.
11. Les comptes de l'Organisation pour l'exercice financier écoulé sont communiqués par le Secrétaire général aux Commissaires aux comptes ainsi qu'à l'organe compétent du Conseil.
Les Commissaires aux comptes font rapport au Conseil et à l'Assemblée.
12. Les Membres de l'Organisation effectuent le versement de leur contribution dans le premier mois de l'exercice financier pour lequel elle est due. Le montant de cette contribution, décidé par l'Assemblée, sera communiqué aux Membres six mois avant le début de l'exercice financier auquel il se rapporte.
Toutefois, le Conseil pourra accepter des cas d'arriérés justifiés résultant des différents exercices financiers en vigueur dans différents pays.

13. Un Membre en retard dans le paiement de sa contribution aux dépenses de l'Organisation se verra retirer le privilège dont bénéficient les Membres sous la forme de services et du droit de vote à l'Assemblée et au Conseil, si le montant de ses arriérés est égal ou supérieur à la contribution due par lui pour les deux années financières écoulées. A la demande du Conseil, l'Assemblée peut néanmoins autoriser ce Membre à participer au vote et à bénéficier des services de l'Organisation, si elle constate que le manquement est dû à des circonstances indépendantes de sa volonté.
14. Un Membre qui se retire de l'Organisation aura l'obligation de payer la partie adéquate de sa contribution sur une base de prorata jusqu'à la date où son retrait devient effectif.

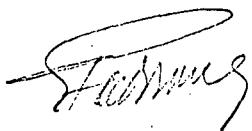
En calculant la répartition pour les Membres associés et affiliés, il sera tenu compte du caractère différent de leur qualité de Membre et des droits limités dont ils jouissent au sein de l'Organisation.

Fait à Mexico le 27 septembre 1970.

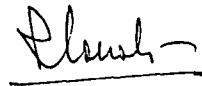
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Le Président de l'Assemblée
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Georges FADDOUL



Robert C. LONATI



MEXICO
7-28.8.1970

UNION INTERNATIONALE DES ORGANISMES OFFICIELS DE TOURISME
INTERNATIONAL UNION OF OFFICIAL TRAVEL ORGANISATIONS
UNION INTERNACIONAL DE ORGANISMOS OFICIALES DE TURISMO

ASSEMBLÉE EXTRAORDINAIRE ASAMBLEA
GÉNÉRALE GENERAL GENERAL
EXTRAORDINAIRE ASSEMBLY EXTRAORDINARIA

CENTRE INTERNATIONAL CASE POSTALE 7 - 1211 GENÈVE 20

УСТАВ ВСЕМИРНОЙ ТУРИСТСКОЙ ОРГАНИЗАЦИИ
(ВТО)

УЧРЕДЕНИЕ

Статья 1

Настоящим создается Всемирная Туристская Организация как международная организация межправительственного характера (именуемая в дальнейшем "Организация"). Всемирная Туристская Организация создана путем преобразования Международного Союза Официальных Туристских Организаций.

МЕСТОПРЕБЫВАНИЕ

Статья 2

Местопребывание штаб-квартиры Организации должно быть определено и может быть в любое время изменено решением Генеральной Ассамблеи.

ЦЕЛИ

Статья 3

1. Основной целью Организации является содействие развитию туризма для внесения вклада в экономическое развитие, международное взаимопонимание, мир, процветание, всеобщее уважение и соблюдение прав человека и основных свобод для всех людей без различия расы, пола, языка и религии. Организация предпримет соответствующие действия для достижения этих целей.

2. Преследуя эту цель, Организация обратит особое внимание на интересы развивающихся стран в области туризма.

3. Для того чтобы Организация играла ведущую роль в области туризма, она установит и будет поддерживать эффективное сотрудничество с соответствующими органами ООН и ее специализированными учреждениями. Исходя из этого, Организация изыщет возможность установить деловые отношения с Программой Развития ООН, а также примет участие в ее деятельности в качестве участникою и исполнительного агентства.

ЧЛЕНСТВО

Статья 4

Члены Организации разделяются на следующие категории:

- a) Действительные члены;
- b) Ассоциированные члены;
- c) Присоединившиеся члены.

Статья 5

1. Статус Действительного члена Организации доступен для всех суверенных государств.

2. Государства, чьи национальные туристские организации являются Действительными членами МСОТО к моменту принятия Чрезвычайной Генеральной Ассамблеей МСОТО настоящего Устава, имеют право стать Действительными членами Организации (без голосования), направив официальное заявление о том, что они принимают Устав Организации и выражают согласие принять на себя обязанности Действительных членов.

3. Другие государства могут стать Действительными членами Организации, если их кандидатуры будут одобрены Генеральной Ассамблей большинством в две трети голосов присутствующих и голосующих Действительных членов, при условии, что это большинство является большинством всех Действительных членов Организации.

Статья 6

1. Статус Ассоциированного члена Организации предоставляется всем территориям или группам территорий, не являющимся ответственными за осуществление своих внешних отношений.

2. Территории или группы территорий, чьи национальные туристские организации являлись Действительными членами МСОТО к моменту принятия Чрезвычайной Генеральной Ассамблеей МСОТО настоящего Устава, имеют право стать Ассоциированными членами Организации (без голосования) при условии, что Государства, ответственные за осуществление их внешних отношений, утверждают их членство и заявляют от их имени, что эти территории или группы территорий принимают Устав Организации и выражают согласие принять на себя обязанности Ассоциированных членов.

3. Территории или группы территорий могут стать Ассоциированными членами Организации, если их кандидатуры предварительно одобрены Государством-членом, несущим ответственность за их внешние отношения и которое от их имени заявят, что эти территории или группы территорий принимают Устав Организации и согласны принять на себя обязанности Ассоциированных членов. Эти кандидатуры должны быть утверждены Ассамблеей большинством в две трети голосов присутствующих и голосующих Действительных членов, при условии, что это большинство является большинством всех Действительных членов Организации.

4. Если Ассоциированный член Организации становится ответственным за осуществление своих внешних отношений, он имеет право стать Действительным членом Организации, направив официальное заявление в письменном виде Генеральному секретарю о том, что он принимает Устав Организации и выражает согласие принять на себя обязанности Действительного члена.

Статья 7

1. Статус Присоединившегося члена Организации предоставляется международным организациям, межправительственным и неправительственным, имеющим специальные интересы в туризме, а также коммерческим организациям и ассоциациям, деятельность которых находится в связи с целями, преследуемыми Организацией или входящими в ее компетенцию.

2. Члены-корреспонденты МСОТО в момент принятия настоящего Устава Чрезвычайной Генеральной Ассамблеей МСОТО имеют право стать Присоединившимися членами Организации (без голосования), заявив, что они выражают согласие принять на себя обязанности Присоединившихся членов.

3. Другие международные организации, межправительственные и неправительственные, имеющие специальные интересы в туризме, могут стать Присоединившимися членами Организации при

условии, что заявление о их приеме в члены Организации представлено Генеральному Секретарю в письменном виде и одобрено Ассамблей большинством в две трети голосов присутствующих и голосующих действительных членов, если это большинство является большинством всех действительных членов Организации.

4. Коммерческие организации или ассоциации, имеющие интересы, указанные выше в пункте 1, могут стать Присоединившимися членами Организации при условии, что заявления о приеме их в члены представлены Генеральному секретарю в письменном виде и одобрены Государствами, на территории которых расположена штаб-квартира кандидата. Эти кандидатуры должны быть одобрены Ассамблей большинством в две трети голосов действительных членов, присутствующих и голосующих, при условии, что это большинство является большинством всех действительных членов Организации.

5. Может быть создан Комитет Присоединившихся членов, который разработает свой внутренний регламент, подлежащий утверждению на Ассамблее. Комитет может быть представлен на заседаниях Организации. Он может просить о включении пунктов в повестки дня этих заседаний. Комитет может также представлять рекомендации на заседания.

6. Присоединившиеся члены могут участвовать в деятельности Организации индивидуально или коллективно как Комитет Присоединившихся членов.

ОРГАНЫ

Статья 8

1. Органами Организации являются:
 - a) Генеральная Ассамблея, именуемая в дальнейшем "Ассамблея";
 - b) Исполнительный Совет, именуемый в дальнейшем "Совет";
 - c) Секретариат.
2. Заседания Ассамблеи и Совета проводятся в штаб-квартире Организации, если эти органы соответственно не примут другого решения.

ГЕНЕРАЛЬНАЯ АССАМБЛЕЯСтатья 9

1. Ассамблея является высшим органом Организации и состоит из делегатов, представляющих Действительных членов.

2. На каждой сессии Ассамблеи Действительные и Ассоциированные члены могут быть представлены не более чем пятью делегатами, один из которых назначается главой делегации.

3. Комитет Присоединившихся членов может назначить до трех наблюдателей, и каждый Присоединившийся член может назначить одного наблюдателя, которые имеют право принимать участие в работе Ассамблеи.

Статья 10

Ассамблея созывается на очередные сессии каждые два года, а на чрезвычайные сессии — когда этого требуют обстоятельства. Чрезвычайные сессии созываются по просьбе Совета или большинства Действительных членов Организации.

Статья 11

Ассамблея принимает свои собственные правила процедуры.

Статья 12

Ассамблея может рассматривать любой вопрос и разрабатывать рекомендации по любому вопросу в пределах компетенции Организации. Функции Ассамблеи, кроме тех, которые определены в других положениях настоящего Устава, состоят в том, чтобы:

- a) избирать своего Президента и Вице-Президентов;
- b) избирать членов Совета;
- c) назначать Генерального секретаря по рекомендации Совета;
- d) утверждать финансовый Регламент Организации;
- e) определять общее направление по управлению Организацией;
- f) утверждать положение о персонале, применяемое для сотрудников Секретариата;

- g) избирать Ревизоров по рекомендации Совета;
- h) утверждать общую программу работы Организации;
- i) руководить финансовой политикой Организации, изучать и утверждать бюджет Организации;
- j) создавать любые технические или региональные органы, которые могут быть необходимы для работы Организации;
- k) рассматривать и утверждать отчеты о деятельности Организации и ее органов и принимать необходимые меры для осуществления рекомендаций, содержащихся в отчетах;
- l) утверждать или наделять полномочиями утверждать соглашения, заключенные с правительствами и международными организациями;
- m) утверждать или наделять полномочиями утверждать соглашения, заключенные с частными организациями или частными лицами;
- n) подготавливать и рекомендовать заключение международных соглашений по любому вопросу, входящему в компетенцию Организации;
- o) принимать решения, в соответствии с настоящим Уставом, по заявлениям о приеме в члены Организации.

Статья 13

1. Ассамблея избирает своего Президента и Вице-Президентов в начале каждой сессии.
2. Президент председательствует на Ассамблее и выполняет обязанности, возложенные на него.
3. Президент ответствен перед Ассамблей на время сессии.
4. Президент представляет Организацию в течение срока его полномочий в любых случаях, когда такое представительство необходимо.

ИСПОЛНИТЕЛЬНЫЙ СОВЕТСтатья 14

1. Совет состоит из Действительных членов, избранных Ассамблеей по принципу один на каждые 5 Действительных членов, в соответствии с Правилами Процедуры, разработанными Ассамблеей. При выборах членов Совета следует стремиться к справедливому и равному географическому распределению.

2. Один Ассоциированный член, выбранный Ассоциированными членами Организации, может принимать участие в работе Совета без права голоса.

3. Представитель Комитета Присоединившихся членов может принимать участие в работе Совета без права голоса.

Статья 15

Срок полномочий членов Совета — четыре года. Половина состава первого Совета, определенная жеребьевкой, будет иметь срок полномочий два года. Каждые два года будет переизбираться половина членов Совета.

Статья 16

Совет собирается по крайней мере два раза в год.

Статья 17

Совет избирает Председателя и Вице-Председателей на один год из числа избранных членов.

Статья 18

Совет принимает свои собственные Правила Процедуры.

Статья 19

Функции Совета, кроме тех, которые определены в других положениях данного Устава, состоят в том, чтобы:

- a) принимать все необходимые меры, по консультации с Генеральным секретарем, для обеспечения осуществления всех решений и рекомендаций Ассамблей и отчитываться об этом перед Ассамблеей;

- b) получать от Генерального секретаря отчеты о деятельности Организации;
- c) представлять предложения Ассамблее;
- d) рассматривать общую программу работы Организации, подготовленную Генеральным секретарем, прежде чем передать ее на рассмотрение Ассамблее;
- e) представлять Ассамблее отчеты и рекомендации по административным счетам и проектам бюджета Организации;
- f) создавать любые вспомогательные органы, необходимые для деятельности Совета;
- g) выполнять любые другие функции, которые могут быть поручены ему Ассамблеей.

Статья 20

В период между сессиями Ассамблей и при отсутствии противоречащих положений в данном Уставе, Совет принимает необходимые решения по административным и техническим вопросам в пределах функций и финансовых возможностей Организации. О принятых решениях Совет докладывает ближайшей сессии Ассамблей для утверждения.

СЕКРЕТАРИАТСтатья 21

Секретариат состоит из Генерального секретаря и штата сотрудников, необходимого для работы Организации.

Статья 22

Генеральный секретарь назначается Ассамблеей (по предложению Совета) большинством в две трети голосов присутствующих и голосующих Действительных членов сроком на четыре года. Назначение Генерального секретаря может быть продлено на новый срок.

Статья 23

1. Генеральный секретарь ответствен перед Ассамблеей и Советом.

2. Генеральный секретарь выполняет указания Ассамблеи и Совета. Он представляет Совету отчеты о деятельности Организации, административные счета, проект общей программы работы Организации и бюджетные наметки.

3. Генеральный секретарь обеспечивает юридическое представительство Организаций.

Статья 24

1. Персонал Секретариата назначается Генеральным секретарем согласно правилам, устанавливаемым Ассамблей.

2. Персонал Организации ответствен перед Генеральным секретарем.

3. При приеме на службу и определении условий службы следует руководствоваться главным образом необходимостью обеспечить высокий уровень работоспособности, компетентности и добросовестности сотрудников Организации. Должное внимание следует уделять важности подбора персонала на возможно более широкой географической основе.

4. При исполнении своих обязанностей Генеральный секретарь и персонал не должны запрашивать или получать указания от какого бы то ни было правительства или власти, посторонней для Организации. Они должны воздерживаться от любых действий, которые могли бы отразиться на их положении как международных должностных лиц, ответственных только перед Организацией.

БЮДЖЕТ И РАСХОДЫ

Статья 25

1. Бюджет Организации, покрывающий административные функции и общую программу, финансируется взносами Действительных, Ассоциированных и Присоединившихся членов в соответствии со шкалой взносов, принятой Ассамблей, а также любыми другими возможными поступлениями в соответствии с Финансовыми Правилами, приложенными к настоящему Уставу и составляющими его неотъемлемую часть.

2. Бюджет, подготовленный Генеральным секретарем, должен быть представлен Советом на Ассамблею для изучения и утверждения.

Статья 26

1. Административные счета Организации проверяются двумя Ревизорами, избранными Ассамблеей по рекомендации Совета на период в два года. Ревизоры могут быть переизбраны на новый срок.

2. Ревизоры, кроме изучения административных счетов, могут делать любые замечания, которые они сочтут необходимыми, относительно эффективности финансовой деятельности и администрации, системы счетов, внутреннего финансового контроля и в целом финансовых результатов административной практики.

КВОРУМСтатья 27

1. Для кворума на Ассамблее необходимо присутствие delegatos, представляющих большинство действительных членов.

2. Для кворума на заседаниях Совета необходимо присутствие большинства действительных членов Совета.

ГОЛОСОВАНИЕСтатья 28

Каждый действительный член имеет один голос.

Статья 29

1. Решения по всем вопросам принимаются Ассамблеей простым большинством голосов присутствующих и голосующих действительных членов, если Уставом не предусмотрено другое.

2. Большинство в две трети голосов присутствующих и голосующих действительных членов необходимо при решении вопросов о бюджетных и финансовых обязательствах членов и местонахождении штаб-квартиры Организации, а также по другим вопросам, которые по решению простого большинства присутствующих и голосующих действительных членов на Ассамблее признаны вопросами особой важности.

Статья 30

Совет принимает решения простым большинством голосов присутствующих и голосующих членов, за исключением бюджетных и финансовых рекомендаций, которые должны быть одобрены большинством в две трети голосов присутствующих и голосующих членов.

ЮРИДИЧЕСКОЕ ЛИЦО, ПРИВИЛЕГИИ И ИММУНИТЕТЫСтатья 31

Организация является юридическим лицом.

Статья 32

Организация пользуется на территории Государств-членов такими привилегиями и иммунитетами, которые необходимы для выполнения ее функций. Такие привилегии и иммунитеты могут быть определены в соглашениях, заключенных Организацией.

ПОПРАВКИСтатья 33

1. Любой проект поправки к настоящему Уставу и его приложениям препровождается Генеральному секретарю, который рассыпает его действительным членам по крайней мере за шесть месяцев до его представления на обсуждение Ассамблеей.
2. Поправки принимаются Ассамблеей большинством в две трети голосов присутствующих и голосующих действительных членов.
3. Поправка вступает в силу для всех членов, когда две трети Государств-членов уведомят Правительство-депозитария об одобрении этой поправки.

ПРИОСТАНОВЛЕНИЕ ЧЛЕНСТВАСтатья 34

1. Если Ассамблея признает, что какой-либо член Организации проводит политику, противоречащую основным целям Организации, указанным в статье 3 данного Устава, то она может

большинством в две трети голосов присутствующих и голосующих Действительных членов принять резолюцию и приостановить осуществление данным членом прав и привилегий, принадлежащих ему как члену Организации.

2. Эта мера остается в силе до тех пор, пока изменение этой политики не будет признано Ассамблеей.

ВЫХОД ИЗ ЧИСЛА ЧЛЕНОВ

Статья 35

1. Любой Действительный член может выйти из Организации по истечении срока в один год после письменного уведомления о желании выйти из Организации Правительства-депозитария.

2. Любой Ассоциированный член может выйти из Организации на тех же условиях, если Действительный член, обеспечивающий внешние отношения данного Ассоциированного члена, направит письменное уведомление Правительству-депозитарию о желании данного Ассоциированного члена выйти из Организации.

3. Любой Присоединившийся член может выйти из Организации по истечении срока в один год после письменного уведомления Генерального секретаря.

ВСТУПЛЕНИЕ В СИЛУ

Статья 36

Настоящий Устав вступит в силу через сто двадцать дней после того, как пятьдесят одно государство, чьи официальные туристские организации являются действительными членами МСОТО к моменту принятия настоящего Устава, направят официальное уведомление временному депозитарию о своем принятии Устава и согласии принять на себя обязанности действительных членов.

ДЕПОЗИТАРИЙ

Статья 37

1. Настоящий Устав и любые заявления о принятии на себя обязанностей членов должны быть переданы временно на хранение Правительству Швейцарии.

2. Правительство Швейцарии уведомит все государства, имеющие право на такую информацию, о получении этих заявлений и о дате вступления в силу данного Устава.

ТОЛКОВАНИЕ И ЯЗЫКИ

Статья 38

Официальными языками Организации являются английский, французский, русский и испанский.

Статья 39

Английский, французский, русский и испанский тексты данного Устава являются равно аутентичными.

ВРЕМЕННЫЕ ПОЛОЖЕНИЯ

Статья 40

Местопребыванием штаб-квартиры Организации временно, до принятия решения Генеральной Ассамблеи по Статье 2, является Женева, Швейцария.

Статья 41

В течение ста восьмидесяти дней после вступления в силу настоящего Устава Государства-члены ООН, специализированных учреждений и Международного Агентства по Атомной Энергии, а также члены Статута Международного Суда имеют право стать Действительными членами Организации (без голосования), сделав официальное заявление о том, что они принимают Устав и выражают согласие принять на себя обязанности Действительных членов.

Статья 42

В течение года, следующего за вступлением в силу настоящего Устава, Государства, чьи национальные туристские организации являлись членами МСОТО к моменту принятия настоящего Устава и которые приняли Устав с последующим подтверждением, могут принимать участие в деятельности Организации с правами и обязанностями Действительного члена.

Статья 43

В течение года, следующего за вступлением в силу настоящего Устава, территории или группы территорий, не ответственные за свои внешние отношения, но чьи туристские организации являлись действительными членами МСОТО, что дает им право на ассоциированноечество, и которые приняли Устав с последующим подтверждением Государства, ответственного за их внешние отношения, могут принимать участие в деятельности Организации с правами и обязанностями Ассоциированного члена.

Статья 44

При вступлении настоящего Устава в силу права и обязанности МСОТО передаются Организации.

Статья 45

Лицо, являющееся Генеральным секретарем МСОТО к моменту вступления в силу настоящего Устава, действует как Генеральный секретарь Организации до того времени, когда Ассамблея изберет Генерального секретаря Организации.

Мехико, 27 сентября 1970 года.

* * *

Председатель
Чрезвычайной Генеральной
Ассамблеи
Председатель Международного
Союза Официальных Туристских
Организаций

Генеральный секретарь
Международного Союза
Официальных Туристских
Организаций

Георгий ФАДДУЛ

Робер К. ЛОНАТИ

ПРИЛОЖЕНИЕ

ФИНАНСОВЫЕ ПРАВИЛА

1. Финансовый период Организации составляет два года.
2. Финансовый год начинается 1 января и заканчивается 31 декабря.
3. Бюджет финансируется взносами членов, согласно методу распределения, определяемому Генеральной Ассамблей и основанному на уровне экономического развития и значения международного туризма для каждой страны, а также другими поступлениями.
4. Бюджет будет составляться в долларах США. Валютой для уплаты членских взносов является доллар США. Это не исключает приема Генеральным секретарем членских взносов в другой валюте в размерах, одобренных Ассамблеей.
5. Создается Общий Фонд. Все членские взносы, сделанные в соответствии с пунктом 3, прочие доходы, а также любые авансы из Фонда оборотного капитала зачисляются в этот Общий Фонд. Из него оплачиваются административные расходы и расходы по исполнению общей программы.
6. Создается Фонд оборотного капитала, его размер устанавливается Ассамблеей. Фонд оборотного капитала состоит из авансов, внесенных членами, а также других бюджетных поступлений, которые Ассамблея разрешит включить в него. Когда это необходимо, использование сумм из Фонда оборотного капитала осуществляется переводом их в Общий Фонд.
7. Создается Фонд по доверию для финансирования деятельности, не предусмотренной обычным бюджетом и которая представляет интерес для некоторых стран или групп стран. Этот Фонд состоит из добровольных взносов членов. Организация должна взимать плату за управление этим Фондом.

8. Ассамблея определяет использование подарков, наследств и других незапланированных поступлений, не включенных в бюджет.
9. Бюджетные наметки представляются Генеральным секретарем членам Совета за три месяца до заседания Совета, на котором они будут обсуждаться.
10. Ассамблея утверждает бюджет на двухлетний период с разбивкой по годам, а также административные счета за каждый год.
11. Генеральный секретарь передает административные счета Организации за прошлый год ревизорам и компетентным органам Совета. Ревизоры докладывают о них Совету и Ассамблее.
12. Члены Организации уплачивают членские взносы за текущий год в первый месяц финансового года. Размер взноса, установленный Ассамблей, должен быть сообщен члену за шесть месяцев до начала соответствующего финансового года. В отдельных случаях, когда задержка в уплате членских взносов вызвана тем, что финансовый год в различных странах начинается в разные сроки, Совет может считать такую задержку оправданной.
13. Член Организации, который задержал уплату членских взносов, лишается привилегий члена Организации и права голоса на Ассамблее и в Совете, если эта задолженность равна или превышает его взносы за предыдущие два финансовых года. Однако по просьбе Совета Ассамблея может разрешить такому члену Организации голосовать и пользоваться службами Организации, если она сочтет, что неуплата взносов произошла из-за условий, находящихся вне контроля данного члена.

14. Член Организации, выходящий из нее, должен уплатить взносы про рата до момента, когда его выход станет юридически действителен.

При вычислении поступлений от Ассоциированных и Присоединившихся членов следует принимать во внимание другую природу их членства и ограниченные права, которыми они пользуются в Организации.

Мехико, 27 сентября 1970 года.

* * *

Председатель
Чрезвычайной Генеральной
Ассамблеи
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Официальных Туристских
Организаций



Роберт К. ЛОНАТИ



MEXICO
17-28.9.1970

UNION INTERNATIONALE DES ORGANISMES OFFICIELS DE TOURISME
INTERNATIONAL UNION OF OFFICIAL TRAVEL ORGANISATIONS
UNION INTERNACIONAL DE ORGANISMOS OFICIALES DE TURISMO

ASSEMBLÉE EXTRAORDINARY ASAMBLEA
GÉNÉRALE GENERAL GENERAL
EXTRAORDINAIRE ASSEMBLY EXTRAORDINARIA

CENTRE INTERNATIONAL CASE POSTALE 7 - 1211 GENÈVE 20

ESTATUTOS DE LA ORGANIZACION MUNDIAL DEL TURISMO
(OMT)

CONSTITUCION

Artículo 1

La Organización Mundial de Turismo, que en adelante se denominará "la Organización", es una organización de carácter intergubernamental procedente de la transformación de la Unión Internacional de Organismos Oficiales - de Turismo (UIOOT) por la entrada en vigor de los presentes Estatutos.

SEDE

Artículo 2

La sede de la Organización será determinada y podrá ser cambiada en todo momento por decisión de la Asamblea General.

FIJES

Artículo 3

1. El objetivo fundamental de la Organización será la promoción y desarrollo del turismo con vistas a contribuir al desarrollo económico, la comprensión internacional, la paz, la prosperidad y el respeto universal, y la observancia de los derechos humanos y las libertades fundamentales para todos, sin distinción de raza, sexo, lengua o religión. La Organización tomará todas las medidas adecuadas para conseguir estos objetivos.

2. Al perseguir este objetivo, la Organización prestará particular atención a los intereses de los países en vías de desarrollo, en el campo del turismo.

3. Para definir su papel central en el campo del turismo, la Organización establecerá y mantendrá una colaboración efectiva con los órganos adecuados de las Naciones Unidas y sus organismos especializados. A este respecto, la Organización buscará una relación de cooperación y de participación en las actividades del Programa de las Naciones Unidas para el Desarrollo, como Organismo participante y encargado de la ejecución del Programa.

MIEMBROS

Artículo 4

La calidad de Miembro de la Organización será accesible a:

- a) Los Miembros efectivos
- b) Los Miembros asociados
- c) Los Miembros afiliados

Artículo 5

1. La calidad de Miembro efectivo de la Organización será accesible a todos los Estados soberanos.

2. Los Estados cuyos Organismos nacionales de turismo sean Miembros efectivos de la UIOOT en la fecha de la adopción de los presentes Estatutos por la Asamblea General Extraordinaria de la UIOOT, tendrán derecho a ser Miembros efectivos de la Organización, sin necesidad de votación alguna, mediante la declaración formal de que adoptan los Estatutos de la Organización, y aceptan las obligaciones inherentes a la calidad de Miembros.

3. Otros Estados pueden hacerse Miembros efectivos de la Organización si su candidatura es aprobada por la Asamblea general por la mayoría de los dos tercios de los Miembros efectivos presentes y votantes a reserva de que dicha mayoría comprenda la mayoría de los Miembros efectivos de la Organización.

Artículo 6

1. La calidad de Miembro Asociado de la Organización será accesible a todos los territorios o grupos de territorios no responsables de la dirección de sus relaciones exteriores.

2. Los territorios o grupos de territorios cuyos organismos nacionales de turismo sean Miembros Efectivos de la UIOOT en el momento de la adopción de los presentes Estatutos por la Asamblea General Extraordinaria de la UIOOT, tendrán derecho a ser Miembros Asociados de la Organización, sin que sea necesario un voto, a reserva de que el Estado que asume la responsabilidad de sus propias relaciones exteriores apruebe su ingreso como Miembro y declare en su nombre que dichos territorios o grupos de territorios adoptan los Estatutos de la Organización y aceptan las obligaciones inherentes a su calidad de Miembros.

3. Los territorios o grupos de territorios pueden ser Miembros asociados de la Organización, si su candidatura recibe la aprobación previa del Estado Miembro que asume la responsabilidad de sus relaciones exteriores, el cual deberá declarar en su nombre, que dichos territorios o grupos de territorios adoptan los Estatutos de la Organización y aceptan sus obligaciones de Miembros. Estas candidaturas deben ser aprobadas por la Asamblea por una mayoría de dos tercios de los Miembros efectivos presentes y votantes, a reserva de que dicha mayoría incluya la mayoría de los Miembros efectivos de la Organización.

4. Cuando un Miembro asociado de la Organización se hace responsable de la conducta de sus relaciones exteriores, tiene el derecho de hacerse Miembro efectivo de la Organización mediante una declaración formal por la cual notifica por escrito al Secretario General que adopta los Estatutos de la Organización y que acepta las obligaciones inherentes a la calidad de Miembro efectivo.

Artículo 7

1. La calidad de Miembro afiliado de la Organización será accesible a las entidades internacionales, intergubernamentales y no gubernamentales, ocupadas de intereses especializados en turismo y a las entidades y asociaciones comerciales cuyas actividades están relacionadas con los objetivos de la Organización o que son de su competencia.

2. Los Miembros asociados de la UITOOT en el momento de la adopción de estos Estatutos por la Asamblea General Extraordinaria de la UITOOT, tendrán derecho a ser Miembros afiliados de la Organización sin necesidad de voto, mediante la declaración de que aceptan las obligaciones de Miembro afiliado.

3. Otras entidades internacionales, intergubernamentales y no gubernamentales, ocupadas de intereses especializados en turismo, pueden ser Miembros afiliados de la Organización a reserva de que su candidatura a la calidad de Miembro sea presentada por escrito al Secretario General y sea aprobada por la Asamblea por una mayoría de dos tercios de los Miembros efectivos presentes y votantes "a reserva de que dicha mayoría incluya por lo menos la mayoría de los Miembros efectivos de la Organización".

4. Las entidades o asociaciones comerciales con intereses definidos anteriormente en el párrafo 1, pueden ser Miembros afiliados de la Organización, a reserva de que presenten por escrito sus solicitudes de ingreso al Secretario General, y estén respaldadas por el Estado donde se encuentre la Sede de los candidatos. Dichas candidaturas deben ser aprobadas por la Asamblea, por una mayoría de dos tercios de los Miembros efectivos y votantes, "a reserva de que dicha mayoría incluya por lo menos la mayoría de los Miembros efectivos de la Organización".

5. Podrá constituirse un Comité de Miembros afiliados que establezca su propio Reglamento, que será sometido a la aprobación de la Asamblea. El Comité podrá estar representado en las reuniones de la Organización. Podrá solicitar la inscripción de asuntos en el Orden del Día de esas reuniones. También podrá formular recomendaciones en el momento de las reuniones.

6. Los Miembros afiliados podrán participar, a título individual, o agrupados en el seno del Comité de Miembros afiliados, en las actividades de la Organización.

ORGANOS

Artículo 8

1. Los Organos de la Organización son los siguientes:

- a) La Asamblea general, denominada desde ahora la Asamblea
- b) El Consejo ejecutivo, denominado desde ahora el Consejo
- c) La Secretaría.

2. Las reuniones de la Asamblea y del Consejo se celebrarán en la sede de la Organización, al menos que los Organos respectivos lo determinen de otro modo.

ASAMBLEA GENERAL

Artículo 9

1. La Asamblea es el Organo supremo de la Organización y se compondrá de los delegados representantes de los Miembros efectivos.

2. En cada sesión de la Asamblea, cada Miembro efectivo y asociado será representado por cinco delegados como máximo, uno de los cuales será designado Jefe de la Delegación por el Miembro.

3. El Comité de Miembros afiliados podrá designar hasta tres observadores y cada Miembro afiliado puede nombrar a un observador que podrá participar en el trabajo de la Asamblea.

Artículo 10

La Asamblea se reunirá en sesión ordinaria cada dos años y, también en sesión extraordinaria cuando las circunstancias lo exijan. Las sesiones extraordinarias podrán convocarse a petición del Consejo o de una mayoría de los Miembros efectivos de la Organización.

Artículo 11

La Asamblea adoptará su propio Reglamento.

Artículo 12

La Asamblea podrá examinar toda cuestión y formular toda recomendación sobre cualquier tema que entre en el marco de competencia de la Organización. Además de las que por otra parte le han sido conferidas en los presentes Estatutos, sus atribuciones serán las siguientes:

- a) elegir a su Presidente y Vicepresidentes;

- b) elegir a los miembros del Consejo;
- c) nombrar al Secretario General por recomendación del Consejo;
- d) aprobar el Reglamento financiero de la Organización;
- e) fijar las directivas generales para la administración de la Organización;
- f) aprobar el reglamento del personal referente al personal de la Secretaría;
- g) elegir a los Interventores de cuentas por recomendación del Consejo;
- h) aprobar el programa general de trabajo de la Organización;
- i) supervisar la política financiera de la Organización y aprobar el presupuesto;
- j) crear cualquier entidad técnica o regional necesaria;
- k) examinar y aprobar informes sobre las actividades de la Organización y de sus órganos y tomar todas las disposiciones necesarias para la aplicación de las medidas que de ellas se desprendan;
- l) aprobar o delegar los poderes en vistas a la aprobación de la conclusión de acuerdos con los gobiernos y las organizaciones internacionales;
- m) aprobar o delegar los poderes en vista de la aprobación para concluir acuerdos con organismos o entidades privadas;
- n) preparar y recomendar acuerdos internacionales sobre - cualquier cuestión que entre en el marco de competencia de la Organización;
- o) decidir, de acuerdo con los presentes estatutos sobre solicitudes de admisión como Miembro.

Artículo 13

1. La Asamblea elegirá al Presidente y a los Vicepresidentes al iniciarse cada sesión.

2. El Presidente presidirá la Asamblea y llevará a cabo las tareas - que le hayan sido confiadas.

3. El Presidente será responsable ante la Asamblea en el curso de las sesiones de la misma.

4. El Presidente representa la Organización durante el período de su mandato en todas las ocasiones en que dicha representación es necesaria.

CONSEJO EJECUTIVOArtículo 14

1. El Consejo se compondrá de los Miembros efectivos elegidos por la Asamblea a razón de un Miembro por cinco Miembros efectivos, de conformidad con el Reglamento establecido por la Asamblea y con vistas a alcanzar una distribución geográfica justa y equitativa.

2. Un Miembro asociado, elegido por los Miembros Asociados de la Organización, podrá participar en los trabajos del Consejo, sin derecho a voto.

3. Un representante del Comité de Miembros afiliados podrá participar en los trabajos del Consejo, sin derecho a voto.

Artículo 15

Los Miembros del Consejo serán elegidos por un período de cuatro años, con la excepción de que el período de la mitad de los Miembros del primer Consejo, decidido por sorteo, será de dos años. La elección de la mitad de los miembros del Consejo se efectuará cada dos años.

Artículo 16

El Consejo se reunirá por lo menos dos veces al año.

Artículo 17

El Consejo elegirá entre sus miembros electos, a un Presidente y unos Vicepresidentes por un período de un año.

Artículo 18

El Consejo adoptará su propio Reglamento.

Artículo 19

Las funciones del Consejo, además de las que le son conferidas en los presentes Estatutos, serán las siguientes:

- a) tomar todas las medidas necesarias, en consulta con el Secretario General, para la ejecución de las decisiones y recomendaciones de la Asamblea e informar de ello a la misma;
- b) recibir del Secretario General los informes sobre las actividades de la Organización;

- c) someter proposiciones a la Asamblea;
- d) examinar el programa general de trabajo de la Organización preparado por el Secretario General, antes de que sea sometido a la Asamblea;
- e) presentar a la Asamblea informes y recomendaciones sobre la contabilidad y las previsiones presupuestarias de la Organización;
- f) crear todo órgano subsidiario requerido por las actividades del Consejo;
- g) desempeñar todas las demás funciones que le puedan ser confiadas por la Asamblea.

Artículo 20

En el intervalo de las Sesiones de la Asamblea y en ausencia de disposiciones contrarias en los presentes Estatutos, el Consejo tomará las decisiones administrativas y técnicas que pudieran ser necesarias, en el marco de las atribuciones y recursos financieros de la Organización, e informará de las decisiones tomadas a la Asamblea en su próxima Sesión, para que sean aprobadas.

SECRETARIA

Artículo 21

La Secretaría está compuesta por el Secretario General y el personal que la Organización pueda necesitar.

Artículo 22

El Secretario General será nombrado por recomendación del Consejo y por una mayoría de dos tercios de los Miembros efectivos presentes y votantes en la Asamblea, para un período de cuatro años. Dicho nombramiento será renovable.

Artículo 23

1. El Secretario General será responsable ante la Asamblea y el Consejo.

2. El Secretario General aplicará las directrices de la Asamblea y del Consejo. Someterá al Consejo informes sobre las actividades de la Organización, sus cuentas y el proyecto del Programa general de trabajo y las -previsiones presupuestarias de la Organización.

3. El Secretario General asegurará la representación jurídica de la Organización.

Artículo 24

1. El Secretario General nombrará al personal de la Secretaría de acuerdo con el Reglamento de personal aprobado por la Asamblea.
2. El personal de la Organización será responsable ante el Secretario General.
3. La consideración primordial al reclutar personal y determinar las condiciones de servicio, debe ser la necesidad de asegurar a la Organización empleados que posean las más elevadas normas de eficiencia, competencia técnica e integridad. A reserva de esta condición, se dará la importancia debida a un reclutamiento efectuado sobre una base geográfica tan amplia como sea posible.
4. En cumplimiento de sus deberes, el Secretario General y el personal no buscarán ni aceptarán instrucciones de ningún Gobierno ni de ninguna autoridad ajenos a la Organización. Se abstendrán de todo acto incompatible con su situación de funcionarios internacionales y serán responsables únicamente ante la Organización.

PRESUPUESTO Y GASTOSArtículo 25

1. El presupuesto de la Organización destinado a cubrir las actividades administrativas y las del programa general de trabajo, será financiado por las contribuciones de los miembros efectivos, asociados y afiliados, según la escala de valoración aceptada por la Asamblea, así como por todas las otras posibles fuentes de ingresos de la Organización, en conformidad con las disposiciones de las Reglas de Financiación anexas a los presentes Estatutos.

2. El presupuesto preparado por el Secretario General deberá ser sometido a la Asamblea por el Consejo para su examen y aprobación.

Artículo 26

1. Las cuentas de la Organización deberán ser examinadas por dos Interventores de cuentas, elegidos por la Asamblea para un período de dos años, por recomendación del Consejo. Los Interventores de cuentas podrán ser reelegidos.
2. Los Interventores de cuentas, además de examinar las cuentas podrán hacer las observaciones que consideren necesarias en relación con la eficacia de los procedimientos financieros y la gestión, el sistema de contabilidad, los controles financieros internos y, en general, las consecuencias financieras de las prácticas administrativas.

QUORUMArtículo 27

1. Será necesaria la presencia de una mayoría de los Miembros efectivos para constituir un quórum en las reuniones de la Asamblea.

2. Será necesaria la presencia de una mayoría de los Miembros efectivos del Consejo para constituir un quórum en las reuniones de éste.

VOTOArtículo 28

Cada Miembro efectivo tendrá derecho a un voto.

Artículo 29

1. A reserva de disposiciones contrarias de los presentes Estatutos las decisiones sobre cualquier asunto, deberán ser tomadas por una mayoría simple de los Miembros efectivos presentes y votantes.

2. Será necesario un voto de una mayoría de los dos tercios de los Miembros efectivos presentes y votantes para tomar decisiones sobre asuntos relativos a las obligaciones presupuestarias y financieras de los miembros, la sede de la Organización y otras cuestiones consideradas de particular importancia por una mayoría simple de los Miembros efectivos presentes y votantes en la Asamblea.

Artículo 30

Las decisiones del Consejo serán tomadas por una mayoría simple de los Miembros presentes y votantes, excepto en el caso de recomendaciones presupuestarias y financieras a la Asamblea, las cuales deberán ser aprobadas - por una mayoría de dos tercios de los Miembros presentes y votantes.

CAPACIDAD JURIDICA, PRIVILEGIOS E INMUNIDADESArtículo 31

La Organización tendrá personalidad jurídica.

Artículo 32

La Organización gozará en los territorios de sus Estados Miembros, de los privilegios e inmunidades requeridos para el ejercicio de sus funciones. Dichos privilegios e inmunidades podrán ser definidos por Acuerdos concluidos por la Organización.

MODIFICACIONESArtículo 33

1. Cualquier modificación sugerida a los presentes Estatutos y su anexo será transmitida al Secretario General, quien la comunicará a los Miembros efectivos, por lo menos seis meses antes de que sea sometida a la consideración de la Asamblea.

2. Una modificación será adoptada por la Asamblea por una mayoría de dos tercios de los Miembros efectivos presentes y votantes.

3. Una modificación entrará en vigor para todos los Miembros, cuando dos tercios de los Estados Miembros hayan notificado al Gobierno depositario, su aprobación de dicha enmienda.

SUSPENSIONArtículo 34

1. Si la Asamblea advierte que alguno de sus Miembros persiste en pro seguir una política contraria al objetivo fundamental de la Organización como se establece en el Artículo 3 de los presentes Estatutos, la Asamblea, mediante una resolución adoptada por una mayoría de dos tercios de los Miembros efectivos presentes y votantes, podrá suspender a dicho Miembro del ejercicio de sus derechos y del goce de sus privilegios inherentes a la calidad de Miembro.

2. La suspensión deberá mantenerse vigente hasta que la Asamblea reconozca que dicha política haya sido modificada.

RETIROArtículo 35

1. Cualquier Miembro efectivo podrá retirarse de la Organización al cabo de un plazo de un año después de notificarlo por escrito al Gobierno depositario.

2. Cualquier Miembro asociado podrá retirarse de la Organización con las mismas condiciones de previo aviso, a reserva de que el Gobierno depositario haya sido notificado por escrito por el miembro efectivo responsable de las relaciones exteriores de dicho Miembro asociado.

3. Un Miembro afiliado podrá retirarse de la Organización al cabo de un plazo de un año, después de notificarlo por escrito al Secretario General.

ENTRADA EN VIGORArtículo 36

Los presentes Estatutos entrarán en vigor ciento veinte días después de que cincuenta y un Estados cuyos organismos oficiales de turismo sean - Miembros efectivos de la UIOCOT en el momento de adoptar los presentes Estatutos, hayan comunicado oficialmente al depositario provisional su aprobación de los Estatutos y su aceptación de las obligaciones de Miembro.

DEPOSITARIOArtículo 37

1. Estos Estatutos y cualquier declaración aceptando las obligaciones de Miembro, serán depositados, provisionalmente, ante el Gobierno de - Suiza.

2. El Gobierno de Suiza informará a todos los Estados con derecho a recibir dicha notificación el recibo de tales declaraciones y la fecha de entrada en vigor de los presentes Estatutos.

LENGUAS E INTERPRETACIONArtículo 38

Las lenguas oficiales de la Organización serán el español, el francés, el inglés y el ruso.

Artículo 39

Los textos español, francés, inglés y ruso de los presentes Estatutos serán considerados igualmente auténticos.

DISPOSICIONES TRANSITORIASArtículo 40

La sede se fija provisionalmente en Ginebra (Suiza), en espera de una decisión de la Asamblea General, conforme a las disposiciones del Artículo 2.

Artículo 41

Durante un plazo de ciento ochenta días a partir de la fecha de entra da en vigor de los presentes Estatutos, los Estados de la Organización miem bros de las Naciones Unidas, de las Instituciones especializadas y de la - Agencia Internacional de Energía Atómica o partes del Estatuto del Tribunal Internacinal de Justicia, tienen el derecho de hacerse, sin necesidad de - voto, Miembros efectivos de la Organización mediante una declaración formal por la cual adoptan los Estatutos de la Organización y aceptan las obligacio nes inherentes a la calidad de Miembro.

Artículo 42

Durante el año siguiente a la entrada en vigor de los presentes Estatutos, los Estados cuyos organismos nacionales de turismo eran Miembros de la UIOOT en el momento de adoptar los presentes Estatutos y que ya los han adoptado, a reserva de confirmación, podrán participar en las actividades de la Organización con los derechos y obligaciones de Miembro efectivo.

Artículo 43

Durante el año siguiente a la entrada en vigor de los presentes Estatutos, los territorios o grupos de territorios que no son responsables de sus relaciones exteriores, pero cuyos organismos nacionales de turismo eran Miembros efectivos de la UIOOT en el momento de la adopción de los presentes Estatutos y están, por consecuencia, autorizados a la calidad de Miembros asociados y que han adoptado los presentes Estatutos, a reserva de aprobación a través del Estado que asume la responsabilidad de sus relaciones exteriores, podrán participar en las actividades de la Organización con los derechos y obligaciones de Miembro asociado.

Artículo 44

Cuando los presentes Estatutos entren en vigor, los derechos y obligaciones de la UIOOT, serán transferidos a la Organización.

Artículo 45

El Secretario General de la UIOOT en la fecha de la entrada en vigor de los presentes Estatutos, actuará como Secretario General de la Organización hasta el momento en que la Asamblea haya elegido al Secretario General de la misma.

Hecho en México el 27 de septiembre de 1970

* * *

El Presidente de la Asamblea
General Extraordinaria, Presidente
de la Unión Internacional de Organismos
Oficiales de Turismo

El Secretario General de
la Unión Internacional de
Organismos Oficiales de Turismo

Georges FADDOUL

Robert C. LONATI

ANEXO

REGLAS DE FINANCIACION

1. El período financiero de la Organización será de dos años.
2. El ejercicio financiero corresponde al período comprendido entre el primero de enero y el treinta y uno de diciembre.
3. El presupuesto será financiado por medio de las contribuciones de los Miembros según un método de repartición a determinar por la Asamblea y basado en el nivel de desarrollo económico así como también en la importancia del turismo internacional de cada país y por medio de otros ingresos de la Organización.
4. El presupuesto será formulado en dólares de los Estados Unidos. La moneda de pago de las contribuciones de los Miembros será el dólar de los Estados Unidos. Sin embargo, el Secretario General podrá aceptar otras monedas de pago de las cotizaciones de Miembros hasta el total autorizado por la Asamblea.
5. Se establecerá un Fondo general. Todas las contribuciones efectuadas en calidad de Miembro conforme al párrafo 3, los recursos diversos, y todo avance sobre el Fondo de gastos corrientes serán acreditados al Fondo general, y los gastos de administración y los relativos al programa general serán pagados sobre el Fondo general.
6. Se establecerá un Fondo de gastos corrientes, cuya cantidad será fijada por la Asamblea. Las contribuciones anticipadas de los Miembros y cualquier otro ingreso del presupuesto que la Asamblea resuelva utilizar en esa forma, se ingresarán al Fondo de gastos corrientes. Cuando esto se requiera, se transferirán cantidades de este Fondo al Fondo General.
7. Para la financiación de las actividades no previstas en el presupuesto de la Organización y en las que estén interesados algunos países o grupos de países podrán ser establecidos fondos fiduciarios; dichos Fondos serán financiados por cotizaciones voluntarias. La Organización podrá pedir una remuneración para la administración de dichos Fondos.
8. La utilización de los donativos legados, y demás ingresos extraordinarios que no figuren en el presupuesto será decidida por la Asamblea.

9. El Secretario General presentará al Consejo las previsiones presupuestarias por lo menos tres meses antes de la reunión correspondiente del Consejo. El Consejo examinará dichas previsiones y recomendará el presupuesto a la Asamblea para su examen y aprobación definitiva. Las previsiones del Consejo se enviarán a los Miembros, por lo menos tres meses antes de la reunión correspondiente de la Asamblea.
10. La Asamblea aprobará el presupuesto por año para el período de dos años y su repartición para cada año, así como las cuentas de gestión para cada año.
11. Las cuentas de la Organización correspondientes al ejercicio financiero anterior, al término de cada ejercicio financiero, deberán ser comunicadas por el Secretario General a los Interventores de cuentas y al órgano competente del Consejo.
Los Interventores de cuentas deberán presentar un informe al Consejo y a la Asamblea.
12. Los Miembros de la Organización harán entrega de su contribución durante el primer mes del ejercicio financiero correspondiente, por el cual es debido. La suma total de esta contribución decidida por la Asamblea será comunicada a los Miembros seis meses antes del ejercicio financiero al cual se refiere.
Sin embargo, el Consejo podrá aceptar casos de atrasos de pagos de cuotas justificados, resultantes de los diferentes ejercicios financieros que estén en vigor en los diferentes países.
13. Al Miembro que esté en demora en el pago de sus cuotas financieras para los gastos de la Organización, se le retirará el privilegio del cual se benefician los Miembros, en forma de servicios y del derecho de voto en la Asamblea y en el Consejo cuando la suma adecuada sea igual o superior a la contribución debida por él referente a los dos años financieros anteriores. A petición del Consejo, la Asamblea podrá no obstante, autorizar este Miembro a participar en el voto y a beneficiarse de los servicios de la Organización, si llegare a la conclusión de que la demora se deba a circunstancias ajenas a la voluntad de dicho Miembro.

14. Un Miembro que se retire de la Organización tendrá la obligación de pagar la parte adecuada de su contribución sobre una base de prorrata hasta la fecha en que su retiro sea efectivo.

Al calcularse las contribuciones de los Miembros asociados y afiliados, se tomarán en cuenta los diversos requisitos de su calidad de Miembro, así como los limitados derechos de que gozan en la Organización.

Hecho en México el 27 de septiembre de 1970.

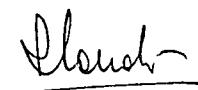
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El Presidente de la Asamblea
General Extraordinaria, Presidente
de la Unión Internacional de Organismos
Oficiales de Turismo

El Secretario General de
la Unión Internacional de
Organismos Oficiales de Turismo



Georges FADDOUL



Robert C. LONATI

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