United States Treaties and Other International Agreements

VOLUME 26

IN THREE PARTS

Part 2

1975

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

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

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UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Air Charter Services

Agreement extending the agreement of March 30, 1973, as amended and extended, and the related letter of March 29, 1974.
Effected by exchange of notes
Signed at London June 4, 1975;
Entered into force June 4, 1975.

The American Chargé d'Affaires ad interim to the British Secretary of State for Foreign and Commonwealth Affairs

JUNE 4, 1975

No. 11

EXCELLENCY:

I have the honor to propose that the Memorandum of Understanding forming a part of the air charter services agreement between our two governments, effected by exchange of notes of March 30, 1973, as amended and extended by exchange of notes of March 29, 1974 and of April 2 and 3, 1975, as well as the related letter of March 29, 1974 [1] from the Department of Trade and Industry regarding affinity charters, be further extended until December 31, 1975.

I have the further honor to propose that, if the Government of the United Kingdom of Great Britain and Northern Ireland accepts the foregoing proposal, this note and your reply to that effect shall constitute an agreement between our two governments in this matter, which shall enter into force on the date of your reply.

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

RONALD I. SPIERS
Chargé d'Affaires ad interim

The Rt. Honorable JAMES CALLAGHAN MP
Secretary of State for Foreign and Commonwealth Affairs
London

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[1] TIAS 7594, 7832, 8047; 24 UST 878; 25 UST 905; *ante*, p. 473.

The British Secretary of State for Foreign and Commonwealth Affairs to the American Chargé d'Affaires ad interim

FOREIGN AND COMMONWEALTH OFFICE SW1

No. MRA 21/304/1 4 June 1975

The Honourable Ronald I Spiers
Charge d'Affaires
Embassy of the United States of America
London W1A 1AE

Sir,

I have the honour to acknowledge receipt of your Note number 11 of 4 June which reads as follows:

"I have the honor to propose that the Memorandum of Understanding forming a part of the air charter services agreement between our two governments, effected by exchange of notes of March 30, 1973, as amended and extended by exchanges of notes of March 29, 1974, and of April 2 and 3, 1975, as well as the related letter of March 29, 1974 from the Department of Trade and Industry regarding affinity charters, be further extended until December 31, 1975.

I have the further honor to propose that, if the Government of the United Kingdom of Great Britain and Northern Ireland accepts the foregoing proposal, this note and your reply to that effect shall constitute an agreement between our two government in this matter, which shall enter into force on the date of your reply.

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

I have the honour to inform you that the Government of the United Kingdom of Great Britain and Northern Ireland accept these proposals and agree that your Note, together with this reply, shall constitute an agreement between our two Governments in this matter, which shall enter into force on today's date.

I have the honour to be, with
high consideration,
Sir,
Your obedient Servant,
(for the Secretary of State)

[1]

[1] B. Hitch

NICARAGUA

Trade: Meat Imports

Agreement effected by exchange of notes
Signed at Managua April 16 and 23, 1975;
Entered into force April 23, 1975.

The American Ambassador to the Nicaraguan Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 13

MANAGUA, D. N., *April 16, 1975*

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the Calendar Year 1975 and to the agreements between the United States and other countries constituting the 1971 and 1972 restraint programs concerning shipments of such meats to the United States. With the understanding that similar agreements also will be concluded for the Calendar Year 1975 with the governments of other countries that participated in the 1971 and 1972 restraint programs, I have the honor to propose the following agreement between our two governments:

(1) On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the Calendar Year 1975 from countries participating in the restraint program shall be 1161.9 million pounds, and the Government of Nicaragua and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

(2) The Government of Nicaragua shall limit the quantity of such meats exported from Nicaragua to the United States for entry or withdrawal from warehouse for consumption during the Calendar

Year 1975 to 47.6 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4.

(3) The Government of the United States of America may limit imports of such meats of Nicaraguan origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from Nicaragua: (A) Such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from Nicaragua; and (B) Such regulations shall be issued only after consultation with the Government of Nicaragua pursuant to paragraph 6 and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the Calendar Year 1975 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4.

(4) The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the Calendar Year 1975 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for Nicaragua, such increase or estimated shortfall shall be allocated to Nicaragua in the proportion that 47.6 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the Calendar Year 1975. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1975 restraint program.

(5) The Government of the United States of America shall separately report meats rejected as unacceptable for human consumption under United States inspection standards, and such meats will not be regarded as part of the quantity described in paragraph 2.

(6) The Government of Nicaragua and the Government of the United States of America shall consult promptly upon the request of

either government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding any increase in the total quantity permissible under the restraint program and allocation of shortfall.

(7) In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for Nicaragua shall not include the period between October 1, 1968 and June 30, 1972 or the Calendar Year 1975, except by the agreement of the Government of Nicaragua.

I have the honor to propose that, if the foregoing is acceptable to the Government of Nicaragua this note together with Your Excellency's confirmatory reply constitute an agreement between our two governments which shall enter into force on the date of your reply.

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

TURNER B. SHELTON

His Excellency

ALEJANDRO MONTIEL ARGUELLO
Minister of Foreign Relations
Managua, D. N.

The Nicaraguan Minister of Foreign Relations to the American Ambassador

MINISTERIO
DE
RELACIONES EXTERIORES

SECRETARIA GENERAL

SECCION DIPLOMATICA

MS. No. 020 Managua, D.N., 23 de Abril de 1975.

Señor Embajador:

Tengo el honor de dar aviso de recibo de la atenta comunicación de Vuestra Excelencia No.13 del 16 de Abril en curso, por medio de la cual propone la celebración de un Acuerdo entre nuestros dos Gobiernos mediante un intercambio de notas acerca de la importación de la carne a los Estados Unidos de América, de conformidad con lo estipulado en la mencionada nota de Vuestra Excelencia, que traducida al español dice:

" Excelencia:

Tengo el honor de referirme a discusiones entre representantes de nuestros dos Gobiernos relativas a la importación a los Estados Unidos para consumo de carne fresca, refrigerada o congelada de ganado vacuno (Rubro 106.10 del Cuadro de Tarifas de los Estados Unidos), y carne fresca, refrigerada o congelada de ganado ovino o caprino, salvo cordéros (Rubro 106.20 del Cuadro de Tarifas de los Estados Unidos) durante el año civil de 1975 , y a los acuerdos entre los Estados Unidos y otros países que constituyen los programas de restricciones para 1971 y 1972 en relación con los envíos de tales carnes a los Estados Unidos. Con el entendimiento de que acuerdos similares se concertarán también para el año civil de 1975 con los Gobiernos de otros países que participaron en los programas de restricciones para 1971 y 1972, tengo el honor de proponer el siguiente acuerdo entre nuestros dos gobiernos:

(1) Con base en lo anterior, y con sujeción a lo indicado en el Párrafo 4, la cantidad total permitida de importaciones detales

Excelentísimo Señor
TURNER B. SHELTON,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Managua, D.N.-

carnes a los Estados Unidos durante el año civil de 1975, por parte de los países que participen en el programa de restricciones será de 1161.9 millones de libras, y el Gobierno de Nicaragua y el Gobierno de los Estados Unidos de América asumirán respectivamente las obligaciones que se indican a continuación para reglamentar las exportaciones e importaciones a los Estados Unidos.

(2) El Gobierno de Nicaragua limitará la cantidad de tales carnes exportadas de Nicaragua a los Estados Unidos para entrada o salida de almacén para consumo durante el año civil de 1975 a 47.6 millones de libras o la mayor cifra que pueda resultar de los ajustes realizados en virtud del párrafo 4.

(3) El Gobierno de los Estados Unidos de América podrá limitar las importaciones de tales carnes cuyo origen es Nicaragua, bien sea en envíos por vía directa o indirecta, por medio de la promulgación de reglamentos que determinen la entrada o salida de almacén de las carnes para consumo en los Estados Unidos, siempre que, con respecto a las importaciones que son envíos directos de Nicaragua: (A) Tales reglamentos no se empleen para determinar las fechas o momentos de entrada o salida de almacén para el consumo de tales carnes de Nicaragua; y (B) Tales reglamentos se promulguen solamente después de que se hayan celebrado consultas con el Gobierno de Nicaragua conforme al párrafo 6, y solamente bajo circunstancias en las que es obvio, después de celebrarse tales consultas, que la cantidad de tales carnes que probablemente se presentará para su entrada o salida de almacén para el consumo en el año civil de 1975, excederá la cantidad que se especifica en el párrafo 2, en la medida en que pueda ser aumentada en virtud del párrafo 4.

(4) El Gobierno de los Estados Unidos de América podrá aumentar la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año civil de 1975 de países que participen en el programa de restricciones o podrá adjudicar cualquier déficit calculado en una parte de la cantidad del programa de restricciones o en los cálculos iniciales de importaciones de países que no participen en el programa de restricciones. Seguidamente, si no se ha calculado un déficit para Nicaragua, tal aumento o déficit calculado será adjudicado a Nicaragua en la proporción que 47.6 millones de libras tienen con el total de participaciones iniciales de todos los países participantes en el programa de restricciones y que se calcula no tendrá déficit en el año civil de 1975. La adjudicación anterior no se aplicará a cualesquiera aumentos en el cálculo de importaciones de países que no participen en el programa de restricciones para el año de 1975.

(5) El Gobierno de los Estados Unidos de América rendirá informes, por separado, acerca de las carnes rechazadas por no ser aptas para

el consumo humano conforme a las normas de inspección de los Estados Unidos, y tales carnes no se considerarán como parte de la cantidad que se indica en el párrafo 2.

(6) El Gobierno de Nicaragua y el Gobierno de los Estados Unidos de América celebrarán consultas lo antes posible después de que uno de los gobiernos las solicite, en relación con cualquier asunto sobre la aplicación, interpretación o puesta en práctica del presente acuerdo, y sobre cualesquiera aumentos de la cantidad total permitida conforme al programa de restricciones y la adjudicación del déficit.

(7) En el caso en que sea necesario implantar cuotas para las importaciones de tales carnes, el período representativo que el Gobierno de los Estados Unidos de América empleará para calcular la cuota de Nicaragua no incluirá el período entre el 1 de Octubre de 1968 y el 30 de Junio de 1972 o el año civil de 1975, excepto por el acuerdo del Gobierno de Nicaragua.

Tengo el honor de proponer que, si esta nota es aceptable al Gobierno de Nicaragua constituya, junto con la respuesta confirmatoria de Vuestra Excelencia, un acuerdo entre nuestros dos gobiernos que entrará en vigor en la fecha de vuestra respuesta.

Ruégole aceptar, Excelencia, las reiteradas seguridades de mi más alta consideración.

f) TURNER B. SHELTON".

En respuesta me complace manifestar a Vuestra Excelencia que mi Gobierno acepta la concertación de un Acuerdo en los términos que se dejan trascritos, constituyendo la nota de Vuestra Excelencia y la contestación de esta Cancillería un acuerdo entre nuestros dos Gobiernos, que entrará en vigor a partir de esta fecha.

Aprovecho complacido la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

TRANSLATION

REPUBLIC OF NICARAGUA
Ministry of Foreign Relations

General Secretariat
Diplomatic Section
Ms. No. 020

Managua, April 23, 1975

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note No. 13 of April 16, 1975, proposing the conclusion of an agreement between our two Governments by means of an exchange of notes relating to the importation of meat into the United States of America in conformity with the contents of Your Excellency's aforesaid note, which in Spanish translation reads as follows:

[For the English language text, see p. 1216.]

In reply I take pleasure in informing Your Excellency that my Government agrees to the conclusion of an agreement in the terms set forth, and therefore Your Excellency's note and this Ministry's reply shall constitute an agreement between our two Governments which shall enter into force on this date.

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

A. Montiel Arguello

His Excellency
Turner B. Shelton,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Managua, Nicaragua.

EL SALVADOR

Trade: Meat Imports

Agreement effected by exchange of notes
Signed at San Salvador April 15 and 30, 1975;
Entered into force April 30, 1975.

The American Ambassador to the Salvadoran Minister of Foreign Affairs

No. 132 SAN SALVADOR, *April 15, 1975*

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (item 106.20 of the Tariff Schedules of the United States) during the calendar year 1975 and to the agreements between the United States and other countries constituting the 1971 and 1972 restraint programs concerning shipments of such meats to the United States.

With the understanding that similar agreements also will be concluded for the calendar year 1975 with the Governments of other countries that participated in the 1971 and 1972 restraint programs, I have the honor to propose the following agreement between our two Governments:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1975 from countries participating in the Restraint Program shall be 1161.9 million pounds, and the Government of El Salvador and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of El Salvador shall limit the quantity of such meats exported from El Salvador to the United States for entry or withdrawal from warehouse for consumption during the calendar year 1975 to 11.1 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4.

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3. The Government of the United States of America may limit imports of such meats of El Salvador origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from El Salvador: (a) Such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from El Salvador; and (b) Such regulations shall be issued only after consultation with the Government of El Salvador pursuant to paragraph 6 and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1975 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1975 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for El Salvador, such increase or estimated shortfall shall be allocated to El Salvador in the proportion that 11.1 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1975. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1975 restraint program.

5. The Government of the United States of America shall separately report meats rejected as unacceptable for human consumption under United States inspection standards, and such meats will not be regarded as part of the quantity described in paragraph 2.

6. The Government of El Salvador and the Government of the United States of America shall consult promptly upon the request of either Government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding any increase in the total quantity permissible under the restraint program and allocation of shortfall.

7. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for El Salvador shall not include the period between October 1, 1968 and June 30, 1972 or the calendar year 1975, except by the agreement of the Government of El Salvador. I have the honor to propose that, if the foregoing is acceptable to the Government of El Salvador, this note together with your Excellency's confirmatory reply constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

JAMES F. CAMPBELL

His Excellency
MAURICIO BORGONOVO POHL
Minister of Foreign Affairs,
San Salvador.

The Salvadoran Minister of Foreign Affairs to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES
REPUBLICA DE EL SALVADOR, C.A.

DIRECCION PARA ASUNTOS AMERICANOS

A. No. 5764 San Salvador

30 de abril de 1975

Señor Embajador:

Tengo el honor de avisar recibo de la atenta nota de Vuestra Excelencia, No. 132, fechada 15 de abril corriente, en la que se hace referencia a las discusiones entre representantes de nuestros dos gobiernos, relacionadas con las importaciones de distintos tipos de carne de El Salvador hacia los Estados Unidos de América.

En relación con lo anterior, el Gobierno de El Salvador tiene el honor de informar al Ilustrado Gobierno de los Estados Unidos de América, por el digno medio de Vuestra Excelencia, que acepta la restricción voluntaria de exportación de carne de 11.1 millones de libras durante el año de 1975, según los términos de la nota de referencia y, quedando dichos términos como acuerdo entre nuestros dos gobiernos, con vigencia a partir de esta fecha.

Me valgo de la ocasión para reiterar a Vuestra Excelencia las muestras de mi más alta consideración.

MAURICIO ALFREDO BORGONOVO POHL
Ministro de Relaciones Exteriores

Excelentísimo Señor James F. Campbell,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
PRESENTE

TRANSLATION

Ministry of Foreign Affairs
Republic of El Salvador
Bureau of American Affairs

San Salvador
April 30, 1975

A. No. 5764

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note No. 132, dated April 15, 1975, referring to the discussions between representatives of our two Governments concerning the importation into the United States of various types of meat from El Salvador.

In connection therewith, the Government of El Salvador has the honor to inform the Government of the United States of America, through Your Excellency, that it accepts the voluntary restriction of meat exports to 11.1 million pounds during the year 1975, in accordance with the terms of the aforesaid note, which terms, constituting an agreement between our two governments, shall be effective beginning on this date.

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

Mauricio Alfredo Borgonovo Pohl

Mauricio Alfredo Borgonovo Pohl
Minister of Foreign Affairs

His Excellency
James F Campbell,
Ambassador Extraordinary
and Plentipotentiary
of the United States of America,
San Salvador.

GUATEMALA

Trade: Meat Imports

Agreement effected by exchange of notes
Signed at Guatemala April 18 and 25, 1975;
Entered into force April 25, 1975.

The American Ambassador to the Guatemalan Minister of Foreign Relations

EMBASSY OF THE UNITED STATES OF AMERICA

No. 069 GUATEMALA, *April 18, 1975*

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1975 and to the agreements between the United States and other countries constituting the 1971 and 1972 restraint programs concerning shipments of such meats to the United States. With the understanding that similar agreements also will be concluded for the calendar year 1975 with the governments of other countries that participated in the 1971 and 1972 restraint programs, I have the honor to propose the following agreement between our two Governments:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1975 from countries participating in the restraint program shall be 1161.9 million pounds, and the Government of the Republic of Guatemala and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of the Republic of Guatemala shall limit the quantity of such meats exported from Guatemala to the United States for entry or withdrawal from warehouse for consumption during the

calendar year 1975 to 33.4 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit imports of such meats of Guatemalan origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from Guatemala: (a) such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from Guatemala; and (b) such regulations shall be issued only after consultation with the Government of the Republic of Guatemala pursuant to paragraph 6 and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1975 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1975 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for Guatemala, such increase or estimated shortfall shall be allocated to Guatemala in the proportion that 33.4 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1975. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1975 restraint program.

5. The Government of the United States of America shall separately report meats rejected as unacceptable for human consumption under United States inspection standards, and such meats will not be regarded as part of the quantity described in paragraph 2.

6. The Government of the Republic of Guatemala and the Government of the United States of America shall consult promptly upon the request of either Government regarding any matter involving the

application, interpretation or implementation of this agreement, and regarding any increase in the total quantity permissible under the restraint program and allocation of shortfall.

7. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for Guatemala shall not include the period between October 1, 1968 and June 30, 1972 or the calendar year 1975, except by the agreement of the Government of the Republic of Guatemala.

I have the honor to propose that, if the foregoing is acceptable to the Government of the Republic of Guatemala, this Note together with Your Excellency's confirmatory reply constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

FRANCIS E. MELOY, JR.

His Excellency
ADOLFO MOLINA ORANTES
Minister of Foreign Relations
Republic of Guatemala

The Guatemalan Minister of Foreign Relations to the American Ambassador

10459

MINISTERIO DE RELACIONES EXTERIORES
REPUBLICA DE GUATEMALA, C.A.

II-5/Am.10

Guatemala, 25 de abril de 1975.

Señor Embajador:

Tengo a honra referirme a la atenta nota de Vuestra Excelencia, número 069, de fecha 18 de abril en curso, que copiada literalmente dice:

"Tengo el honor de referirme a las conversaciones entre representantes de nuestros dos Gobiernos, relacionadas con las importaciones a los Estados Unidos, para consumo, de carne fresca, refrigerada o congelada de ganado vacuno (Rubro 106.10 del Cuadro de Tarifas de los Estados Unidos) y carne fresca, refrigerada o congelada de ganado ovino y caprino, salvo corderos (Rubro 106.20 del Cuadro de Tarifas de los Estados Unidos) durante el año civil de 1975, y a los acuerdos entre los Estados Unidos y otros países, que constituyen los programas de restricciones para 1971 y 1972 en relación con los envíos de tales carnes a los Estados Unidos. Con el entendimiento de que acuerdos similares se concertarán también para el año civil de 1975 con los gobiernos de otros países que participaron en los programas de restricciones para 1971 y 1972, tengo el honor de proponer el siguiente acuerdo entre nuestros dos Gobiernos.

1. Con base en lo anterior, y con sujeción a lo indicado en el párrafo 4, la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año civil de 1975, por parte de países que participen en el programa de restricciones será de 1161.9 millones de libras y el Gobierno de la República de Guatemala y el Gobierno de los Estados Unidos de América asumirán respectivamente las obligaciones que se indican a continuación para reglamentar las exportaciones e importaciones a los Estados Unidos.

Excelentísimo señor Francis E. Meloy, Jr.,
Embajador Extraordinario y Plenipotenciario de
los Estados Unidos de América.
C i u d a d.

2. El Gobierno de la República de Guatemala limitará la cantidad de tales carnes exportadas de Guatemala a los Estados Unidos para entrada o salida de almacén para consumo durante el año civil de 1975 a 33.4 millones de libras o la cantidad mayor que pueda resultar de los ajustes realizados en virtud del párrafo 4.

3. El Gobierno de los Estados Unidos de América podrá limitar las importaciones de tales carnes cuyo origen es Guatemala, bien sea en envíos por vía directa o indirecta, por medio de la promulgación de reglamentos que gobiernen la entrada o salida de almacén de las carnes para consumo en los Estados Unidos, siempre que, con relación a importaciones que sean envíos directos de Guatemala: (a) tales reglamentos no se empleen para gobernar las fechas o momento de entrada o salida de almacén para el consumo de tales carnes de Guatemala; y (b) tales reglamentos se promulguen solamente después de que se hayan celebrado consultas con el Gobierno de la República de Guatemala conforme el párrafo 6, y solamente bajo circunstancias en las que es obvio, después de celebrarse tales consultas, que la cantidad de tales carnes que probablemente se presentará para su entrada o salida de almacén para el consumo en el año civil de 1975, excederá la cantidad que se especifica en el párrafo 2, en la medida en que pueda ser aumentada en virtud del párrafo 4.

4. El Gobierno de los Estados Unidos de América podrá aumentar la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año civil de 1975 de países que participen en el programa de restricciones o podrá adjudicar cualquier déficit calculado en una parte de la cantidad del programa de restricciones o en los cálculos iniciales de importaciones de países que no participen en el programa de restricciones. Seguidamente, si no se ha calculado un déficit para Guatemala, tal aumento o déficit calculado será adjudicado a Guatemala en la proporción que 33.4 millones de libras tienen con el total de participaciones iniciales de todos los países participantes en el programa de restricciones y que se calcula no tendrán déficit en el año civil de 1975. La adjudicación anterior no se aplicará a cualesquiera aumentos en el cálculo de importaciones de países que no participen en el programa de restricciones para el año de 1975.

5. El Gobierno de los Estados Unidos de América rendirá informes, por separado, acerca -

de carnes rechazadas por no ser aptas para el consumo humano conforme a las normas de inspección de los Estados Unidos, y tales carnes no se considerarán como parte de la cantidad que se indica en el párrafo 2.

6. El Gobierno de la República de Guatemala y el Gobierno de los Estados Unidos de América celebrarán consultas lo antes posible después de que uno de los Gobiernos las solicite, en relación con cualquier asunto sobre la aplicación, interpretación o puesta en práctica del presente acuerdo, y sobre cualquier aumentos de la cantidad total permitida conforme al programa de restricciones y la adjudicación del déficit.

7. En el caso en que sea necesario implantar cuotas para las importaciones de tales carnes, el período representativo que el Gobierno de los Estados Unidos de América empleará para calcular la cuota de Guatemala no incluirá el período entre el 1o. de octubre de 1968 y el 30 de junio de 1972 o el año civil de 1975, excepto por acuerdo del Gobierno de la República de Guatemala.

Tengo el honor de proponer que si lo anterior es aceptable para el Gobierno de la República de Guatemala, la presente nota, junto con la nota de respuesta de Vuestra Excelencia confirmando lo antedicho, constituyan un acuerdo entre nuestros dos Gobiernos que entrará en vigor en la fecha de la respuesta de Vuestra Excelencia."

En respuesta, me complace comunicar a Vuestra Excelencia que el Gobierno de Guatemala acepta en todos sus términos la propuesta contenida en la nota que contesto. Por lo tanto, dicha nota y la presente constituyen un Acuerdo formal entre nuestros dos Gobiernos sobre la materia, el cual entrará en vigor en esta misma fecha.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

TRANSLATION

REPUBLIC OF GUATEMALA
Ministry of Foreign Relations

10459
II-5/Am. 10

Guatemala, April 25, 1975

Mr. Ambassador:

I have the honor to refer to Your Excellency's note No. 069 of April 18, 1975, which reads as follows:

[For the English language text, see p. 1228.]

In reply, I take pleasure in informing Your Excellency that the Government of Guatemala accepts the above-mentioned proposal in the terms set forth. Therefore, the aforesaid note and this reply constitute a formal agreement between our two Governments, effective on this date.

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

Adolfo Molina

His Excellency
Francis E. Meloy, Jr.,
Ambassador Extraordinary
and Plenipotentiary of the
United States of America,
Guatemala City

HONDURAS

Trade: Meat Imports

Agreement effected by exchange of notes
Dated at Tegucigalpa May 6 and 28, 1975;
Entered into force May 28, 1975.

The American Ambassador to the Honduran Minister of Foreign Relations

No. 63 TEGUCIGALPA, D.C., *May 6, 1975*

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the tariff schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the tariff schedules of the United States) during the calendar year 1975 and to the agreements between the United States and other countries constituting the 1971 and 1972 restraint programs concerning shipments of such meats to the United States. With the understanding that similar agreements also will be concluded for the calendar year 1975 with the Governments of other countries that participated in the 1971 and 1972 restraint programs, I have the honor to propose the following agreement between our two Governments:

(1) On the basis of the foregoing, and subject to Paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1975 from countries participating in the restraint program shall be 1161.9 million pounds, and the Government of the Republic of Honduras and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

(2) The Government of the Republic of Honduras shall limit the quantity of such meats exported from Honduras to the United States for entry or withdrawal from warehouse for consumption during the calendar year 1975 to 34.8 million pounds or such higher figure as may result from adjustments pursuant to Paragraph 4.

(3) The Government of the United States of America may limit imports of such meats of Honduran origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from Honduras: (A) such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from Honduras; and (B) such regulations shall be issued only after consultation with the Government of the Republic of Honduras pursuant to Paragraph 6 and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1975 will exceed the quantity specified in Paragraph 2, as it may be increased pursuant to Paragraph 4.

(4) The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1975 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for Honduras, such increase or estimated shortfall shall be allocated to Honduras in the proportion that 34.8 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1975. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1975 restraint program.

(5) The Government of the United States of America shall separately report meats rejected as unacceptable for human consumption under United States inspection standards, and such meats will not be regarded as part of the quantity described in Paragraph 2.

(6) The Government of the Republic of Honduras and the Government of the United States of America shall consult promptly upon the request of either Government regarding any matter involving the application, interpretation or implementation of this Agreement, and regarding any increase in the total quantity permissible under the restraint program and allocation of shortfall.

(7) In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for Honduras shall not include the period between October 1, 1968 and June 30, 1972 or the calendar year 1975, except by the agreement of the Government of the Republic of Honduras.

I have the honor to propose that, if the foregoing is acceptable to the Government of the Republic of Honduras, this Note together with Your Excellency's confirmatory reply constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

P V S

His Excellency
VIRGILIO GÁLVEZ MADRID
Minister of Foreign Relations
Tegucigalpa, D.C.

The Honduran Minister of Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
DE LA
REPUBLICA DE HONDURAS

SECCION DIPLOMATICA
No.1026

Tegucigalpa,D.C., 28 de Mayo de 1975.

Señor Embajador:

Tengo el honor de avisar recibo a Vuestra Excelencia de la atenta nota No.63 de fecha 6 de Mayo en curso, mediante la cual tuvo a bien proponer que nuestros países suscriban un Acuerdo que se relaciona con la importación a - los Estados Unidos de América, durante el año civil de 1975, de carne de ganado vacuno, fresca, refrigerada o congelada, y carne de ganado ovino y caprino, fresca, refrigerada o congelada, salvo corderos; con base en los siguientes Artículos:

1.- Con base en lo anterior, y con sujeción a lo indicado en - el párrafo 4, la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año civil de 1975, por parte de países que participen en el programa de restricciones será de 1161, 9 millones de libras y el - Gobierno de la República de Honduras y el Gobierno de los Estados Unidos de América asumirán respectivamente las obligaciones que se indican a continuación para reglamentar las

Excelentísimo Señor
Phillip V. Sánchez,
Embajador Extraordinario y
Plenipotenciario de los
Estados Unidos de América
Ciudad.

exportaciones e importaciones a los Estados Unidos.

2.- El Gobierno de la República de Honduras limitará las exportaciones de las carnes antes señaladas con el fin de que la cantidad de dichas carnes cuyo origen es Honduras y que durante el año civil de 1975 hayan tenido entrada o salida de almacén para el consumo en los Estados Unidos - no exceda de 34.8 millones de libras, o la cantidad mayor que pueda resultar de los ajustes realizados en virtud al párrafo 4.

3.- El Gobierno de los Estados Unidos de América podrá limitar las importaciones de tales carnes cuyo origen es Honduras, bien sea en envíos por vía directa o indirecta, por medio de la promulgación de reglamentos que gobiernen la entrada o salida de almacén de las carnes para consumo en los Estados - Unidos, siempre que: respecto a importaciones que sean envíos directos de Honduras: (A) tales reglamentos no se empleen para gobernar las fechas o momento de entrada o salida de almacén para el consumo de tales carnes de Honduras: y (B) tales reglamentos se promulguen solamente después de que se hayan celebrado consultas con el Gobierno de la República de Honduras conforme al párrafo 6, y solamente bajo circunstancias en las que es obvio, después de celebrarse tales consultas, que la - cantidad de tales carnes que probablemente se presentará para

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su entrada o salida de almacén para el consumo en el - año civil de 1975, excederá la cantidad que se especifica en el párrafo 2, en la medida en que pueda ser aumentada en virtud del párrafo 4.

4.- El Gobierno de los Estados Unidos de América podrá aumentar la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año civil de 1975 de países que participen en el programa de restricciones o podrá adjudicar cualquier deficit calculado en una parte de la cantidad del programa de restricciones o en los cálculos iniciales de importaciones de países que no participen en el programa de restricciones. Seguidamente si no se ha calculado un deficit para Honduras tal aumento o deficit calculado será adjudicado a Honduras en la proporción que 34.8 millones de libras tienen con el total de participaciones iniciales de todos los países participantes en el - programa de restricciones y que se calcula no tendrán deficit en el año civil de 1975. La adjudicación anterior no se aplicará a cualesquiera aumentos en cálculo de importaciones de países que no participen en el programa de restricciones para el año de 1975.

5.- El Gobierno de los Estados Unidos de América rendirá informes, por separado, acerca de carnes rechazadas por no ser - aptas para el consumo humano conforme a las normas de inspección de los Estados Unidos de América, y tales carnes no se considerarán como parte de la cantidad que se indica en el párrafo 2.

6.- El Gobierno de la República de Honduras y el Gobierno de los Estados Unidos de América celebrarán consultas lo antes posible después de que uno de los Gobiernos las solicite, en relación con cualquier asunto sobre la aplicación, interpretación o puesta en práctica del presente acuerdo, y sobre aumentos de la cantidad total permitida conforme al programa de restricciones y la adjudicación del deficit.

7.- En el caso en que sea necesario implantar cuotas para las importaciones de tales carnes, el período representativo que el Gobierno de los Estados Unidos de América empleará para calcular la cuota de Honduras no incluirá el período entre el 1o. de Octubre de 1968 y el 30 de junio de 1972 o el año civil de 1975, salvo por acuerdo con el Gobierno de la República de Honduras.

En respuesta, me complace comunicar a Vuestra Excelencia que mi Gobierno, oído el parecer favorable del Ministerio de Economía, acoge la propuesta del Ilustrado Gobierno de los Estados Unidos de América, y gustoso acepta el referido Acuerdo, en los términos expuestos, así como que el mismo quede formalmente constituido en virtud de la nota de Vuestra Excelencia y la mía de respuesta, debiendo entrar en vigencia en esta misma fecha.

Aprovecho la oportunidad para renovar a Vues

tra Excelencia las seguridades de mi más alta y distinguida - consideración.

VIRGILIO R. GALVEZ
Ministro de Relaciones Exteriores

TRANSLATION

DEPARTMENT OF FOREIGN RELATIONS
of the
REPUBLIC OF HONDURAS

Diplomatic Section
No. 1026

Tegucigalpa, May 28, 1975

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note No. 63 of May 6, 1975, in which you proposed that our countries sign an agreement relating to the importation into the United States, during the calendar year 1975, of fresh, chilled, or frozen cattle meat, and fresh, chilled, or frozen meat of sheep and goats, except lambs, as provided in the following articles:

[For the English language text, see p. 1235.]

In reply I take pleasure in informing Your Excellency that my Government, having received a favorable opinion from the Ministry of Economy, accepts the proposal of the Government of the United States, concurring in the terms set forth in your Excellency's note, which together with this reply shall constitute an agreement entering into force on this date.

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

[SEAL] VIRGILIO R GÁLVEZ

Virgilio R. Gálvez
Minister of Foreign Relations

His Excellency
Philip V. Sanchez,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Tegucigalpa.

SRI LANKA

Agricultural Commodities

Agreement signed at Colombo March 25, 1975;
Entered into force March 25, 1975.
With agreed minutes
Signed at Colombo March 21, 1975.

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.

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

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

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

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

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended [1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

PART I - GENERAL PROVISIONS

ARTICLE I

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

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

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

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

[1] 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

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

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

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

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

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

ARTICLE II

A. Initial Payment

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

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the

Currency Use Payment). The currency use payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for currency use payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsection 104(a), (b), (e) and (h) of the act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the currency use payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

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

D. Credit Provisions

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

The principal shall be paid in accordance with the payment schedule in Part II of this agreement. The first installment

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

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

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

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

installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

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

E. Deposit of Payments

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

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

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

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the government of the exporting country in connection with the financing of the commodities

(other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the currency use payment, if any, made by the government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the government of the importing country to private or non-governmental organizations shall be loaned at rates of interest approximately equivalent to those charged for comparable loans in the importing country. The government of the importing country shall furnish in accordance with its fiscal year budget reporting procedure, at such times as may be requested by the government of the exporting country but not less often than annually, a report of the receipt and expenditure of the proceeds, certified by the appropriate audit authority of the government of the importing country, and in case of expenditures the budget sector in which they were used.

G. Computations

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

H. Payments

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

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the government of the

exporting country for payment of its obligations or, in the case of currency use payments, used for the purposes set forth in Part II of this agreement; or

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

ARTICLE III

A. World Trade

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

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the usual marketing table set forth in Part II during each import period specified in

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

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

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

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.

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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. FY	Approximate Maximum Quantity Metric Tons	Maximum Export Market Value Millions
Wheat/wheat flour (Wheat flour basis)	1975	100,000	24.5

NOTE: 100,000 MT wheat flour represents 133,000 MT wheat equivalent. The commodity is priced on a wheat flour basis.

Item II. Payment Terms:

Convertible Local Currency Credit:

A. Initial Payment - None

B. Number of Installment Payments - 31

C. Amount of Each Installment Payment - Approximately equal annual amounts.

D. Due Date of First Installment Payment - 10 years after date of last delivery of commodities in each calendar year.

E. Initial Interest Rate - 2 percent.

F. Continuing Interest Rate - 3 percent.

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement
Wheat/wheat flour (wheat flour basis)	1975	72,000 MT

NOTE: The 72,000 MT of wheat flour represents 100,000 MT wheat grain.

Item IV. Export Limitation:

A. The export limitation period shall be U.S. 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 purposes of Part I, Article III A (4) of the agreement, the commodities which may not be exported are: for wheat/wheat flour -- wheat, wheat flour, rolled wheat, semolina, farina, and bulgur (or the same product under a different name).

Item V. Self-Help Measures:

The Government of the Republic of Sri Lanka agrees to:

1. Maintain a favorable investment climate for agriculture.
2. Increase land productivity by the improvement and expansion of water management practices.
3. Intensify and expand crop diversification programs and adopt appropriate producer price incentives.
4. Identify needs for increased or improved storage facilities and develop plans to meet such needs.

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 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 Land.

Seed Variety Research.

Development of Crop and Animal Husbandry.

Item VII. Other Provisions

In case of an inconsistency between the Sinhala and English texts of this Agreement, the English text shall prevail.

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 Colombo, in duplicate, in English and Sinhala, this 25th day of March 1975.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Christopher Van Hollen
American Ambassador

FOR THE GOVERNMENT OF THE REPUBLIC OF SRI LANKA

H.A. de S. Gunasekera
Secretary
Ministry of Planning and Economic Affairs

සෝවියට් සමාජවාදී සමූහාණ්ඩුවේ
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ලෝක සාමය තහවුරු කරනුයි.

අවෙරිය විස්වාස කරන අත්සුන්වේ, මිත්‍රතාව අත්සුන්වේ,

අලුතින් රජය විසින් රටවලට (මේවායේ අවසානය කරන රට යනුවෙන් හඳුන්වා තිබේ) මිත්‍රතාව අත්සුන්වේ (මේවායේ අවසානය කරන රට යනුවෙන් හඳුන්වා තිබේ) අතර සෙවීම අතර මිනු රටවල් සඳහා සෝ සෝවියට් සමාජ සමූහාණ්ඩු සමඟ සෙවන අතරතුරේ සේ සෝ සෝවියට් සමාජ සමූහාණ්ඩු රජය විසින් අලුත් සෙවන අතරතුරේ මේ මිනු රටවල් සමඟ සෙවන කරමින් සෙල්ලම් කිරීම සඳහා රටවල් අලුත් සෙවන අතරතුරේ සෝ සෝවියට් සමාජ සමූහාණ්ඩු රජය සෙල්ලම් කරන්නේ සමඟ අවසර කරමින් ද;

මෙම රටවල් කරන්නේ එසේ උගන් අත්ම විස්වාසයකින් සමඟය කරන කාර්යය එම රටවල් දරන ප්‍රයත්නයෙන් සැලසීමේ සැලසීමට කැමැති අවසර, එම කාර්යය එම රටවල් අතර විශ්වාසය හා එකඟතා වර්ධනය හා සැලි කැරට විශේෂයි. එම රටවල් දරන උත්සාහයේ සැලසීමට කැමැතිද;

මෙම සෝවියට් විශ්වාසය සහිත, කාර්යය එම රටවල් ඇතිවන්නේ සුවසිරිය හා එදිත සෙවීමය සැලසීමටද කාර්යය එම රටවලට දුන්නේ සෝ සෝවියට් විශ්වාසය සැලි දිනුම් කර සැමට සෙවෙන් සෙල අතරේ, නිදහසේ අවසානය කාර්යයෙන් ද එකඟ වීමට අවසානය කරන රට අනුගමනය කරන ප්‍රතිපත්තිය අවස කරමින්ද;

අකාර ප්‍රජා රටවරුන්ය විශ්වාස කිරීමේ සිදුවන අවස්ථාවලදී අතර අවසන් කෙරේ, මෙම විශ්වාසය, සෝවියට් සිරගේ කරන්නේ, සෝ සෝවියට් විශ්වාසයේ සොල සැමට සහ කරන්නේ අවසානය කරන රට දැනීම දැනී අනිත්ය අවස කරමින්ද;

කොවිත ප්‍රකාරයෙන් ඒ සෝවියට් සෙල්ලම් දිනුම් විශේෂ හා අතර දිගේ වාසේ (මේවායේ රහස සඳහන් කිරීමෙයි) 1 වන විශේෂ අනුව්ඡේද කරන රටවල් සෝ සෝවියට් ප්‍රජා විශේෂ සෙල්ලම් කිරීමේ සෙල සැර දැක්වීමට අනිත්ය අවස්ථාවේ ප්‍රජා විශේෂ සඳහා සර සැමට විශේෂයේ කරලා සෙල්ලම් අ ඒ දෙන විශේෂ ඔබ ප්‍රජා විශේෂ සෙල සැර දැක්වීමේ අනිත්ය අවස්ථාවේ;

මෙසේ එසේ වෙයි.

1 වන කොටස - පොදු මූලධර්ම

1 වන කොන්දේසිය

(අ) අවසානය කරන රටේ අත්සුන් විශේෂ අවසර දෙන ලද විශේෂ සැලසීමේ- සෙල සෙල විශේෂයේ දැක්වෙන විශේෂයේ හා කොන්දේසි අනුව සෝ සෝවියට් ප්‍රජා විශේෂ ප්‍රදේශ සෙවීමට අවසානය කරන රට කොන්දේසි වෙයි.

(ඇ) මෙම පිටුවේ 11 වන ඡේදයේ අදාළ කර තිබෙන කාර්ය සඳහා

පහත සඳහන්,

1. පිටුදී ඇතිවලට සෙවල අගය දිනේ අගයන්න කරන රටේ අත්පුළුව පිටින් සිදුවන විට සහ අගයන්න කරන රටේ අත්පුළුව පිටින් වන විට විදේශ ඇතිමු; හා

2. අගයන්න කරන කලදේදී පිටුපිය ලබා තිබීම;

සහ ඉහත රටවල් වලදී ඇත.

(ආ) පිටුදී ඇතිවල අගය සෙවල යොදුන්නේ මෙම පිටුවල මුදල් ගණන සහ දින 90ක් ඇතුළත ලැබිමේ සෙවලු ඇත. කරද, පිටුවේ රටුවල පිටුවල ප්‍රතිඥල කලක ඇති පිටුවේ අවසානය ලබා තිබේ ලබා ප්‍රතිඥල කරන්නේ නම්, එවැනි රටුවල පිටුවේ කල යටින් සහ දිනෙන් පසු ලබන දින 90ක් ඇතුළත සහ ලැබිමේ සෙවලු ඇත. පිටුදී ඇතිමේ අගයන්නේ, එවැනි ලබන පිටුවේ න සඳහිමවද අගයන් අගු, කලදු අගයද අවසන් ප්‍රතිඥල ඇතුළු විය යුතුය.

(ඉ) අගයන්න කරන රටේ අත්පුළුව යන් ලෙසින් අගයන දී ඇත්නම්, මෙම පිටුවල රටවේ පිටුවන සඳහ සියලුම ලබා මෙම පිටුවේ 11 වන ඡේදයේ පිටත සර පිටවන සැලකුම් කලදීමයේ ඇතුළත දී කරන කල දිය යුතුය.

(ඊ) මෙම පිටුවල රටවේ අගයන අගය අදහස් වන්නේ පුදුම් සෙවලේ අගයන් ඇත ලු පිටු දී ඇතුම් අගයන්නේ ඇතුළත ඇත්ත රටේ රටේ ප්‍රතිඥල සඳහන් ප්‍රතිඥල අගයන්නේ, 11 වන ඡේදයේ රට ප්‍රතිඥල ක ලු පුදුම් සෙවලේ ලබන ඇත පිටුවේ සෙවලු සෙවලේ අගයන්න රටවලට සෙවලේ යුතුය. පිටු රටක ඇති රටේ අගයේ පිටිමේ සඳහන්වන් පිටු, අගය රටක ඇති රටදී අගයන්න කරන රටේ අත්පුළුව, පිටුවේ පිටුවේ පුදුම් සෙවලේ ලබන රටේ අගයන්නේ අගයන්න රටේ ප්‍රතිඥල පිටිමේ අදාළ කරන රටේ ප්‍රතිඥල අගයන්නේ ලු පිටු දී ඇතුම් අගයන්නේ අගයන්න පිටිමේ අදාළ කරන රටේ ප්‍රතිඥල අගයන්නේ පිටිමේ පිටිමේ සඳහන් යුතුය.

(උ) අගයන්න රටේ රටේ පිටවද රටේ අගය කලදේ මෙම ප්‍රතිඥල සඳහ ඇති රටේ අගයන්න කරන රටේ අත්පුළුව පිටින් කරන ලබා පිටිමේ සඳහ ප්‍රතිඥල කරන්නේ අගයන්න, අගයන්න කරන රටේ අත්පුළුව අගයන්න කරන රටේ අත්පුළුව ඇති කෙරෙන්න යුතුය.

(සී) [illegible] අවෙරිය එස්සේ සහබද කරන දරන කලාපයේදී ප්‍රකාශය කිරීම [illegible] අවුරුදු [illegible] කැපී පෙනී පවතින වන කැපීමකට අවසර ලබාදීමට පෙර කැපුණු ලොග් කැපූ කෙළි, එසේම, කපන ලද කොටස් කිසියම් ලොග් කැපීමේ කලාපයේ සිදු කරනවා නම්, අවසරය කරන රටේ ආණ්ඩුව විසින් එම ආණ්ඩුව විසින් අවසර දෙන ලද විදි සැලැස්මකට අනුව ලොග් කැපීමේ කලාපය සාධාරණ අවෙරිය එස්සේ සහබද කෙරීමට පෙර කිසියම් විටක සිදු කළ හැක.

(එෆ්) [illegible] කෙරෙන කිසිදු කැපීමක් සිදුවේ නම්, ලොග් කිරීම සහ [illegible] දිග, අවදි දෙකේ කරන ආණ්ඩුවකට ගෝ ලී ආණ්ඩුවේ විස්තර අලුත්, එසේම් සිදු කරන්නේ කිසිම රටේ සිදුවේ නම්, කිසිම කරදරයක් අවසර කෙරේ නම් ගෝ ප්‍රකාශවේදී කෙරෙන් නම්, එය අවසර කිරීමට ලක්වේ.

11 වන කොන්දේසිය

(ඒ) සුදු කෙටිම

මෙම කිරීමේ 11 වන කොටසේ කියා ඇති කිසිම සුදු කෙටීමේ අවසරය කරන රටේ ආණ්ඩුව කොටස් කරන ලදී. ඒ ඇතුළේ කෙටීම ඇතුළත් කළ හැක. මෙහි 11 කොටසේ සුදු කෙටීම අදාල කියන කර කියන කියා කාලය කියාවට ගැනෙන ප්‍රකාශයට, කිසිදු ඇටිමේ කිසිදු (රෑ ඇතුළු වීම ඇති කුඩු ප්‍රකාශ ගැන) කිසියම් කොටසක් ඇවරේද එය ඇස් ඇරලා ලෙස කෙටිය හැකි සුදු සුදේ ප්‍රකාශය වීම කළ හැක. එම සුදු කෙටීම අවෙරියේ එස්සේ සහබද කෙරුම් කැපීම් කළ හැක. එසේ කිසිදු ඇටිමේ අවසරය ප්‍රකාශවද වීම කළ හැක.

(බී) සුදු කටවල කිරීම සහ කෙටීම

පනතේ 105(බී) කොටස අනුසාරව (කියන්නේ සුදු කටවල කිරීමේදී, කළ හැකි කෙටීම පනතේ සඳහන් කළේ) මෙම කිරීමේ 11 වන කොටසේ කෙටීම ලෙස කිරීම අදාල කළ හැකි කිසිවක් කෙටීම්, අවසරය කරන රටේ ආණ්ඩුව විසින් කෙටීම කේ කිරීම විට, අවසරය කරන රට එසේ කෙටීම කේ කිරීම සුදු ප්‍රකාශයක් කෙටේ කෙටිය හැක. එසේනුදු කුඩු, කෙටේ කෙරෙන කෙටීම, කෙටෙන්ට කරුණක් කියන්නේ මෙම කිරීමේ කරන ප්‍රකාශය කියාවට කිරීම් කෙරෙන අවසරය ලැබ කෙටීම ගේ කැපුණු කළ කියන්නේ අවසරය කන දෙකෙන් පසුව ඊළඟට කළකට පසුව කිරීම කළ හැක කෙටේ. සුදු කටවල කළ කෙටීම අවසරය කරන රට විසින් කෙරෙන්න ප්‍රකාශ සුදුවෙන්, 11 වන කොටසේ සුදු කටවල කළ කෙරෙන කෙටීම කියන්නේ කියන කියාවට කළ කරන කෙටීම කෙටේ. මෙම සුදු කෙටීම "රෑ" කෙටීම කළ කිරීම කළ හැක. එසේම, මෙම කිරීමේ 11 වන කොටසේ ඇස්කෙන රටේ, පනතේ 104(බී),(සී) – (ඩී) සහ (එෆ්) වන උප කොන්දේසි කියන්නේ කොන්දේසිවලට කෙටීම කෙරෙන කෙටීම කළ හැක. එසේ කෙටේ සුදු, (ඒ) සුදු කටවල කෙටීම කිරීමේ කියන කියාවට

පෙර කලය තුළ මුල් වපරේ සිට එක් එක් වපරේ පොලිය ලෙස ගෙවූ මුදලටත් (ඛ) මුල් ධාරිකය ගෙවීමත් යළිත් අරඹන උදුව, මුදල් තැබීමේ කිරීම යඳහා ගෙවිය යුතු දැයෙහි වටිනාකම කිලව්වන තුරු ගෙවන මුල් මුදලේ හා පොලියේ එකතුවටත් තුර කල යුතුය. 11 වන කොටසේ අන් ලෙසකින් කියා නැතිනම්, මෙම කිවිසුම යටතේ අවසානය කරන රටේ දුන්න වෙළෙඳ සංස්ථාව විසින් කරනු ලබන ප්‍රථම වැය ගෙවීමට පෙරාතුව මුදල් ගෙවන ලෙස කිසිදු ඉල්ලීමක් අවසානය කරන රටේ ආණ්ඩුව විසින් කරනු නොලැබේ.

(ඩ) මුදල් යෙදවීමේ ක්‍රමය

11 වන කොටසේ කියවන වගයෙන් දක්වා තිබෙන දුන්න විසඳුම්වලට අදාළ මුදල් යෙදවීම එකී දක්වා ඇති මුදල් යෙදවීමේ ක්‍රම අනුව විය යුතුය. විශිෂ්ටව අදාළ විශේෂ ප්‍රතිපාදන ද, 11 කොටසේ දක්වා ඇත.

(ඩ) ණය ප්‍රතිපාදන

1. මෙම කිවිසුම යටතේ එක් එක් ලිත් වර්ෂයේදී කරදුන් දුන්න සමාන්‍යයෙන්, තනේ මුල් මුදල, (මිල්මතු මුල් මුදලයයි කියැවේ) අවසානය කරන රටේ ආණ්ඩුව දුන්න යඳහා ගෙවූ සෙලෙරි ප්‍රතිශතයෙන්, (මුහුදු ප්‍රවාහන ගාස්තු ඇතුළත් කොටේ) අවසානය කරන රටේ ආණ්ඩුව විසින් මුල් ගෙවීමෙන් ගෙවිය යුතුව තිබෙන කොටසක් වෙනුවෙන් එය අවු වී ගිහිරි වන මුදල වනු ඇත.

මෙම කිවිසුමේ 11 වන කොටසේ අන්තර්ගත ගෙවීමේ උපලේඛනය අනුව මුල් මුදල් ගෙවිය යුතුය. ප්‍රථම ධාරිකය ගෙවීම, මෙම කිවිසුමේ 11 වන කොටසේ කියවන දිනයට යෙදෙන අෙර එසේ ගෙවිය යුතුය. රට පසු ධාරිකයන්, අවුරුද්දෙන් අවුරුද්ද ගෙවීමට නියමිත කලය වැසෙන අෙර, ඒ අනුව ගෙවිය යුතුය. මුල් මුදල පිරිහුණු පිසියම් ගෙවීමක් සිදු කරන විට, රට කියවන දිනයට පෙර වුවද එය ගෙවීමට ප්‍රථමය.

2. එක් එක් ලිත් වර්ෂය තුළ කරදුන් දුන්න යඳහා අවසානය කරන රටේ ආණ්ඩුවට කොතෙක් ගිහිරි වූ ණයේ මුදල අරමුණ ගෙවිය යුතු පොලිය රට යඳහන් පරිදි ගෙවිය යුතුය:

(ඒ) සෙලෙරි ණය සමාන්‍යයෙන් නම්, එක් එක් ලිත් වර්ෂය තුළ මෙම කාණ්ඩ අවසාන වරට කරදුන් දිනයට පොලිය එකතු විය යුතුය. මුල් මුදලේ එක් එක් ආපසු ගෙවීමේ ධාරිකය ගෙවීමට නියමිත දිනය ඉකුත් වන්නට කෙදි පොලිය ගෙවිය යුතුය. එසේකුදු වුවත්, ප්‍රථම ධාරිකයේ දිනය එසේ අවසාන වරට කරදුන් දිනයට වඩා අවුරුද්දකටත් වැඩියෙන් ඈත් වුවේ නම්, පොලිය පිරිහුණු මුල් ගෙවීම, එසේ කරදුන් අවසාන දිනයේ සංවත්සර දිනය ඉකුත් වී යා කෙදි කල යුතුය. රට පසුව අවුරුදු පතා පොලිය ගෙවිය යුතු වන් තුර මුල් මුදලේ එක් එක් ධාරිකය ගෙවීමට නියමිත දිනය ඉකුත් වී යා කෙදි එය ගෙවිය යුතුය.

(ඩී) පරිවර්තන දේශීය මුදල් ඒකක සෑම සිව් පුරා දෙ තමේ, අවතරණය කරන රටේ ආණ්ඩුව විසින් ඩොලර් ගෙවීමේ දැමූ දිනයේ සිට පොලිය එකතු කිරීම ඇරඹිය යුතු බවය. එවැනි පොලිය එක් එක් ලිඛිත වර්ෂයේදී දුරිය කර දුන් අවසාන දිනයේ සිට අවුරුද්දකින් පසුව, අවුරුදු පතා ගෙවිය යුතුය. එසේතුදු වුවත්, මෙම දුරිය පසුව ගෙවිය යුතු කාරියක් වශයේ අවසාන වරට කරදුන් එවැනි දිනයක සිට්ටම් සංවත්සර දිනයක ගෙවීමට වෙදෙස්සේ කැබීමේ, පූර්ව කාරිකය ගෙවීමට නියමිත දිනයට එකතු වූ එවැනි සිට්ටම් පොලියක පූර්ව කාරිකය ගෙවීමට වෙදෙන දිනයේම ගෙවීමට නියමිත විය යුතුය. එවිටපමුව එම පොලිය, එවිටපමුව කාරිකයක්සේ දිනයක් ගිය ගෙවිය යුතුය.

3. පොලිය ඇරඹෙන දින සිට, මුදල් කාරිකය ගෙවීමට නියමිත දිනය දක්වා අතර කාලසීමාව සඳහා පොලිය ගණන් කැලිය යුත්තේ මෙම ගිවිසුමේ 11 වන කොටසේ විස්තරිත වශයෙන් දක්වා ඇති මුදල් පොලී ප්‍රතිශතය අනුවය. ඉන්පසුව ගෙවන පොලිය මෙම ගිවිසුමේ 11 වන කොටසේ නියමිත අවිච්ඡින්න පොලී ප්‍රතිශතය අනුව ගණන් කැලිය යුතුය.

(ඉ) ගෙවන මුදල් තැබීමේ කිරීම

අනයනය කරන රටේ ආණ්ඩුව, මෙම ගිවිසුමේ යටත් සඳහන් පරිදි සපයා ඇති විධි විධාන අනුව එක්සත් මුදල් හා මුදල් ප්‍රතිශතයන්, ගිවිසුමේ දැක්වෙන මුදල් පරිවර්තනය කිරීමේ ප්‍රතිශතයන් මත ගණන් බලා අවතරණය කරන රටට ගෙවිය යුතුය. ඒ තැනකින් ගෙවීමට සැලැස්විය යුතුය.

1. ආණ්ඩු දෙක අතර මුදල් ගෙවීමේ අන්‍ය ක්‍රමයක් සෑම එකඟත්වයක් ඇති නොවුණහොත්, ඩොලර් ගෙවීම්, රෙජිස්ට්‍රාර් ටී.ඩී.යි අමෙරිකා එක්සත් රාජ්‍යය කෝෂාගාරයේදීවත් වෙන ප්‍රේෂණය කල යුතුය.

2. අනයනය කරන රටේ දේශීය මුදල්වලින් (මින්මතු දේශීය මුදල් වශයෙන් හඳුන්වා වෙයි) සෙරෙන ගෙවීම්, අනයනය කරන රටේ ඇඟු අතරින් අමෙරිකා එක්සත් රාජ්‍ය ආණ්ඩුව විසින් තෝරාගනු ලැබුවාවූ ඇඟුවල පොලී වශතුවන ගිවිසුම්වල, අමෙරිකා එක්සත් රාජ්‍ය ආණ්ඩුවේ නමින් තැබීමේ කල යුතුය.

(iii) විනිමයෙන් ලබන මුදල්

මෙම ගිවිසුම යටතේ මුදල් යොදවා ලබා ගන්නා දුරිය විනිමයෙන් එකතු වන්නාවූද, මෙම ගිවිසුමේ 11 වන කොටසෙහි දැක්වෙන අර්ථය සංවර්ධන කාර්යයට යෙදවීමට අදහස් කරන්නාවූද යම්කිසි මුදල් ප්‍රතිශතය, දුරිය ලබා ගැනීමට මුදල් යෙදවීම (මුලදී ප්‍රතිශත කාලය අන්තරය තුර) සම්බන්ධයෙන් අවතරණය කරන රට ගෙවිය යෙදෙන ප්‍රතිශතයේ දේශීය මුදල් සමකයට අනුව ගෙවිය යුතුය. එසේතුදු වුවත්, යම් දුරිය විනිමයෙන් ලබන අර්ථය සංවර්ධනයට යෙදවීමට අදහස් කරන මුදල් ප්‍රතිශතය, අනයනය කරන රට මුදල් පොවවිය සඳහා සෙරෙන ගෙවීම් කර ඇත්නම්, ඒ ප්‍රතිශතයට අදාල කරනු ලැබේ. මෙම දේශීය මුදල් සමකය ගණන් කැලීමේදී යොදා ගත යුතු විනිමය වශයෙන් අනයනය කිරීමේදී, විදේශීය විනිමය දේශීය මුදල් වලට පරිවර්තනය කිරීමට, අනයනය කරන රටේ එක් මුල්‍ය

අධිකාරිය යේ එකී නියෝගයක යේ යොදා ගන්න විනිමය වටිනකම විය යුතුය. රටේ දුවා විනිමයෙන් එකතු වූ මුදල් අනයනය කරන රටේ ආණ්ඩුව විසින් සෝදජාවක යේ රටයේ සොවන සංවිධානවලට බෙදා දෙන විට, ඒ සඳහා අය කෙරෙන පොලිය, අනයනය කරන රටේදී, සමාන ඉය මුදල් වලට අය කෙරෙන පොලියට අනන්‍ය වශයෙන් සමාන විය යුතුය. අනයනය කරන රටේ ආණ්ඩුව, තම මුදල් වටිනාකම අය-වැය වාර්තා කිරීමේ කාලයේ පරිතාවයේ අනුවයි අනයනය කරන රටේ ආණ්ඩුව විසින් ලබා දී තිබිය විටත්, එසේ දුවා විනිමයෙන් එකතු වූ මුදල් ප්‍රමාණය හා එය වියදම් කළ ආකාරය පිළිබඳ වාර්තාවක්, අනයනය කරන රටේ අදාළ නියුක්ති පරීක්ෂක අධිකාරිය විසින් සහතික කරනු ලදුව සැපයිය යුතුය. තවද එම මුදල් වියදම් කිරීමේදී අය-වැයේ කවර අංශයකට එය යොදවනු ලැබිද යනුත් සඳහන් කළ යුතුය. මෙම වාර්තාව යටත් කිරීමෙන්, අවිරුද්ධකට එරෙහි ඇතිව එකී සැපයිය යුතුය.

(ඊ) ගණන් ඇරීම

මෙම ගිවිසුම යටතේ කෙරෙන මුල් ගෙවීම, මුදල් සංවිධිය සඳහා කෙරෙන ගෙවීම හා සියලුම මුල් මුදල් හා පොලිය ගෙවීම් අමෙරිකා ඩොලර් රනපද ඩොලර් වලින් සිදු කළ යුතුය.

(එ) ගෙවීම්

කෙරෙන සියලුම ගෙවීම්, අමෙරිකා ඩොලර් රනපද ඩොලර් වලින් සිදු කළ යුතුය. ඒ නැතහොත්, අනයනය කරන රට අවශ්‍ය යයි තීරණය කරන පරිදි,

1. ලබන යි ගෙවීම්, දෙරටේ ආණ්ඩු අතෙහෙන වශයෙන් එකඟ වන විනිමය වටිනාකමින් එක ගණන් බලා, සෙවන රටවල පසුගියේ පරිවර්තනය කළ හැකි පරිවර්තන මුදල් වලින් ගෙවිය යුතුය. එසේ ගෙවන මුදල් අනයනය කරන රටේ ආණ්ඩුව, තම ඇඳිලි සපුරා ලීමට යොදවනු ඇත. ඒ නැතහොත්, මුදල් සංවිධිය සඳහා කෙරෙන ගෙවීම් වලදී නම්, අනයනය කරන රටේදී මෙම ගිවිසුමේ 11 කොටසේ දැක්වෙන කාර්යයන් සපුරාලීමට යෙදවිය යුතුය. ඒ නැතහොත්,

2. මෙම ගෙවීම්, මුදල් ගෙවන දින එක විට ඔලපැවැත්වුවහොත්, මෙම ගිවිසුමේ III වි කොන්දේසියේ 1 වන කොටසේ මුදල් පරිවර්තනය කිරීමේදී අදාළ කළ යුතු විනිමය වටිනාකම වශයෙන් විගස සලකමින් ප්‍රමාණය අනුව ගණන් බලා ගෙවිය යුතුය. ඒ නැතහොත්, අනයනය කරන රටේ මතය පරිදි එම ගෙවීම්, එම විනිමය වටිනාකම් මතම ගණන් බලා අමෙරිකා ඩොලර් රනපද ඩොලර් වලට පරිවර්තනය කළ යුතුය. ඒ නැතහොත් අනයනය කරන රටේ ආණ්ඩු තම ඇඳිලි සපුරා ලීමට යෙදවිය යුතුය. ඒ නැතහොත්, මුදල් සංවිධිය සඳහා කෙරෙන ගෙවීම් නම්, අනයනය කරන රටේදී මෙම ගිවිසුමේ 11 වන කොටසේ දැක්වෙන කාර්යයන් සපුරාලීමට යෙදවිය යුතුය.

11 වන සෙවල්දේසිය

(ඒ) ලෝක වෙළෙඳාම

මෙම ගිවිසුම අනුගමනය කර කාර්මික ද්‍රව්‍ය විකුණන විට, එම විකුණුම් ද්‍රව්‍ය අපනයනය කරන රට පුරුදු පරිදි එම ද්‍රව්‍ය අලෙවි කිරීමේදී රට කාය සොයන බවට යම් බලා ගැනීමටද, ඒ නැතහොත් අපනයනය කරන රටේ ආණ්ඩුව තම රට මිත්‍ර යයි සැලකන (මෙම ගිවිසුමේ මිත්‍ර රටවල් යනුවෙන් හඳුන්වා තිබේ) රටවල් පමණ තුරන්කොට යන යනිර වෙළෙඳාමේ සංකල්පය රටවල් අතුල් කෙරීමට යේ කාර්මික ද්‍රව්‍ය සඳහා පවතින ලෝක මිල ගණන් කෙනිසි පරිදි අතුල් කෙරීමට වගබලා ගැනීමට ද ආණ්ඩු දෙක උපරිම ආරක්ෂක පියවර ගත යුතුය. මෙම ප්‍රතිපාදනය ක්‍රියාත්මක කිරීමේදී, අනුගමනය කරන රටේ ආණ්ඩුව,

1. අනයනය කරන රටේ සමිතියේ යෙදවුම් වැය කෙටිමෙන් අපනයනය කරන රටින් සහ වෙනත් මිත්‍ර රටවලින් අනයනය කරන රට වෙත වෙරෙන පියවුම් අනයනයන්, යටත් කිරීමෙන් මෙහි 11 සෙටයේ දැක්වෙන සංකල්ප අලෙවි කිරීමේ වශයේ කියමින වන් වන් අනයන කැලයිමක් ඇදදීත්, මෙම ගිවිසුම යටතේ ප්‍රදේශ යෙදවුම් උගහන්ස ද්‍රව්‍ය ගර දෙමු උගත, රට පසුව වශයෙන වන් වන් අනයනය කැලයිමක් ඇදදීත්, අනයනය සඳ යුදු යයි එහි සංකල්ප අලෙවි කිරීමේ වශයේ කියවිය දැක්විය හැකි කාර්මික ද්‍රව්‍ය ප්‍රමාණයන්වලින් සමාන වන බවට වග බලා ගත යුතුය. එසේ වන් අනයන කැලයිමක් සඳහා කියමින මෙම අලෙවි කිරීමේ අවශ්‍යතාවන් සපුරාලීමට වෙරෙන අනයන මෙම ගිවිසුම යටතේ ප්‍රදේශ යෙදවුම් උගහ ගන්න දැයට අතිරේක අනයන විය යුතුය.

2. අනයනය කරන රට තම රට ඉතිර වශයෙන් මිලදී ගන්න කාර්මික ද්‍රව්‍ය ප්‍රමාණය වැඩි කෙළේ නම්, එම අධිකයේ සංකල්ප සෙටයක් සැපයීමට අපනයනය කරන රටවද ලබ සැලසෙන බවට වග බලා ගැනීමට පියවර ගත යුතුය.

3. මෙම ගිවිසුම අනුගමනය කිරීමේ දී ගත් කාර්මික ද්‍රව්‍ය මෙරට ඉඳ පරිහරණය කිරීම සැර අන්‍ය කාර්යන්ට යෙදවීම වැළැක්වීමට යේ එම ද්‍රව්‍ය වෙනත් රටවලට විකිණීමත් එක එද්දම වෙනත් රටවලට යැවීමත් එම ද්‍රව්‍ය සෙසෙන නැවතත් පවත් නැවතව කරුවිරිමත් වැළැක්වීමට හැකි සෑම පියවරක්ම ගත යුතුය. (එසේ ද්‍රව්‍ය නැවත විකිණීම, ද්‍රව්‍ය මත සෙන එද්දිමෙනත් රටවලට යැවීම, නැවතත් නැවතව කරු කිරීම යේ ප්‍රයෝජනයට ගැනීම, අමෙරිකා එක්සත් රාජ්‍ය ආණ්ඩුව විසින් නිශ්චිත වශයෙන් අනුමත කර ඇත්නම් විය)

4. මෙම ගිවිසුමේ 11 වන සෙටයෙහි අරමුණ කර ඇත්තාවුද මෙරටේ යේ පිටරට නිපදවුද කිසියම් ද්‍රව්‍යයක් යේ ද්‍රව්‍ය, 11 වන සෙටයේ දැක්වෙන අපනයන සිතා කිරීමේ වශයේ කියමින අපනයන සිතා කැලයිමක් ඇති අපනයනය කිරීම වැළැක්වීමට හැකි පියවුම් පියවර ගත යුතුය. (11 වන සෙටයෙහි කියමින සඳ අයුරින් ගැර අ.ඉ වැනි අපනයනය අමෙරිකා එක්සත් රාජ්‍ය ආණ්ඩුව විසින් නිශ්චිත වශයෙන් අනුමත කර ඇති විට හැර)

(ඩ) <u>පොදුගලික විකුණන්න</u>

මෙම ගිවිසුමේ ප්‍රතිපාදන ක්‍රියාත්මක කිරීමේදී පොදුගලික ව්‍යාපාරිකයන්ට සාමාන්‍ය ලෙස ක්‍රියා කිරීමට හැකි සැලැස්වෙන අන්දමේ ඵලදායී පක්ෂවයන් සහතික කිරීමට ආණ්ඩු දෙක උත්සාහ දැරිය යුතුය.

(ඪ) <u>ආනෙත්තරන්</u>

ආනයනය කරන රටේ ආණ්ඩුව, තම නිර්මාදනය, ගබඩා කරපුටුවේ, යන සාධාරණීකරණ ද්‍රව්‍ය සෙවා සැරිසේ තවලුගු වැඩිදියුණු කිරීම සඳහා ක්‍රියාත්මක කිරීමට අදහස් කරන වැව සටහන 11 වන කොටසේ විස්තර කෙරෙයි. ආනයනය කරන රටේ ආණ්ඩුව එවැනි ආනෙත්තරන් පියවර ක්‍රියාත්මක කිරීමේ දී ලැබූ ප්‍රගතිය දැක්වෙන ප්‍රකාශයක්, අපනයන කරන රටේ ආණ්ඩුවට අවශ්‍ය වරිදි සහයේ කර එවුන් එවා එවන ලෙස ගුලිත කිටන අවස්ථාවලදී සැපයිය යුතුය.

(ඩ) <u>ගුරුකාකිරීම්</u>

ආණ්ඩු දෙක අතර එකඟ වූ ලෙස වෙනස් ගුරුකාලයට අමතරව, මෙම ගිවිසුමේ 11 වන කොටසේ සියලිත සැපයුම් කාලසීමාව සඳහන් මෙම ගිවිසුම යටතේ මිල දී ගත් ද්‍රව්‍ය, ආනයනය කරනු ලබන හෝ උපයෝගී කරගනු ලබන එකී සැපයුම් කාලසීමාවන්ට සමාන රටට පවා කාලසීමාවන් සඳහන්,

1. ගිවිසුම යටතේ කෙරෙන එක් එක් ද්‍රව්‍ය සැපයීම කිරීමට අදාළ යට සඳහන් කොන්දේසි; යාත්‍රාවේ නම; පැමිණෙන දිනය; යාත්‍රාව පැමිණෙන්නේ කුමන වරායටද යන එක; ලැබුණු ද්‍රව්‍ය හා ප්‍රමාණය; එම කුමන පක්ෂවයකින් ලැබුණේද යන එක;

2. අලෙවි කිරීමේ අවශ්‍යතා සපුරාලීමේ ප්‍රගතිය දක්වමින් ආනයනය කරන රට විසින් කරන ලද ප්‍රකාශයක්;

3. මෙම කොන්දේසියේ 1 2 සහ 3 යන වගන්ති ක්‍රියාවට නැගීමට ආනයනය කරන රට හෝ පියවර දැක්වෙන ප්‍රකාශයක්;

4. ගිවිසුම යටතේ ආනයනය කෙරෙන ද්‍රව්‍ය හෝ රට පමණක් ද්‍රව්‍ය ආනයනය කරන විට, එම ද්‍රව්‍ය නිපැදවෙන රට අනුවද අපනයනය කරන විට එම ද්‍රව්‍ය යවන රට අනුවද යන්න පිළිබඳ දැක්ම;

ආනයනය කරන රටේ ආණ්ඩුව විසින් යථාර්ථවත්වෙයින් ලෙස්සකින්ම සැපයිය යුතුය.

(ග) <u>ගිවිසුම් සැලැස්මේ හා සැලැස්මේ කොටස් පරිපාටිය</u>

එක් එක් ලිත් වර්ගය අදාළ කර දෙන ලද ද්‍රව්‍ය ලබා ගැනීමට යොදවන ලද පුදේශ ප්‍රමාණයේ දැක්වෙන කම ලේඛන සැකසීම පාලනය කරවීමට ආණ්ඩු දෙකම වෙන් වශයෙන් පුදුලු කොටස් පරිපාටියක් විසිවුරා යුතු යුතුය. අපනයනය කරන රටේ ද්‍රව්‍ය ඉස්ස පාලනයක් ආනයනය කරන රටේ ආණ්ඩුවගේ, යෝජනා කරන්නන් අතොතක වශයෙන් එකඟ විය යුතු වරිදි ඉස්ස ගිවිසුමේ සැලැස්මේ විදු කල යුතුය.

(එෆ්) අර්ථ නිරූපණ

මෙම සිටුවුමේ කාර්යයන් සඳහා,

1. කරදිම, සිදු වූ ලෙස සැලකිය යුතු වන්නේ දුවා ගොනෙහි කුමක් වෙනුවෙන් අලියන් කරන ලද හෝ කෙටියන් කරන ලද ඉලක්ක නොකර පසුයේ දැක්වෙන දුවා කැවිට යන් දිනයයි.

2. ආනයනය කළ ලෙස සැලකිය යුතු වන්නේ, දුවා රට තුළට ගෙනැවිත් ආනයනය කරන රටේ රේගු නිලධාරීන්ද සම්මත විරහිතව ගැනුම් වූ විටය.

3. උපයෝගී කරගත් ලෙස සැලකිය යුතු වන්නේ, ආනයනය කරන රට තුළ දවා පරිභරණය කිරීම සිදු කෙනෙක්, ආනයනය කරන රටතුළ සිටින වෘත්තීයයන්ට දුවා විකුණු විට හෝ රට තුළ සිටින පාරිභෝගිකයන් අතර බෙදා දුන් විටය.

(ජී) මුදල් පරිවර්තනය කිරීමේදී යොදාගත යුතු විධිමය වටිනාකම

මෙම සිටුවුමේ කාර්යයන් සඳහා, අපනයනය කරන රටේ ආණ්ඩුවට ගෙවීමට අදාළව කරන කිසියම් දේශීය මුදලක ප්‍රමාණය නිශ්චය කිරීමට යොදාගත යුතු මුදල් පරිවර්තනය කිරීමේ විධිමය වටිනාකම, ආනයනය කරන රට විසින් මුදල් ගෙවන දිනය වන විට, බල පැවැත්වුණු මුදල් පරිවර්තනය කිරීමේ විධිමය වටිනාකම විය යුතුය. එම මුදල් පරිවර්තනය කිරීමේ විධිමය වටිනාකම,- ආනයනය කරන රට තුළ කිසිදු-කුවක බල පැවැත්වුණු කෙසේ විධිමය වටිනාකමට වඩා අඩු කොට්ස යුතුවන් සැර, ආනයනය කරන රට තුළ වෙනත් ආකාරයකට මුදල් පරිවර්තනය කිරීමේදී ගෙවන ලද්දේ විධිමය වටිනාකමට වඩා අඩු කොට්ස යුතුය. දේශීය මුදල් සම්බන්ධ ප්‍රකාශනය කළේ—

1. ආනයනය කරන රට මුදල් පරිවර්තනය කිරීමේ ඒකක ක්‍රමයක් ක්‍රියාත්මක කරන්නේ නම්, මුදල් පරිවර්තනය සඳහා යොදාගත යුතු විධිමය වටිනාකම, ආනයනය කරන රටේ එය මුල්‍ය අධිකාරිය හෝ එම බලය ලත් නියෝජිතයා, විදේශ විධිමය දේශීය මුදල් වලට පරිවර්තනය කිරීමේදී යොදා ගන්නා වටිනාකමයි.

2. මුදල් පරිවර්තනය කිරීමේ ඒකක ක්‍රමයක් ක්‍රියාත්මක නොකරන්නේ නම්, මුදල් පරිවර්තනය සඳහා යොදාගත යුතු වටිනාකම (ආණ්ඩු දෙක අතරතුර වෙනත් වර්ගයේ වෙනත් පරිදි) මෙම "ජී" ඡේදයේ පළමුවන කැඩියේ අවසානය පසුරන දැක විය යුතුය.

(එච්) අදාළත් විමසීම

මෙම සිටුවුම යටතේ උද්භවන කිසියම් කරුණක් ගැනත් මෙම සිටුවුම අනුගතව විධි විධාන ක්‍රියාත්මක කිරීම ගැනත් ආණ්ඩු දෙකම, අතෙන් ආණ්ඩුව තුළ ලේඛිම පරිදි සවුතොලුන්ගේ අදහස් විමසිය යුතුය.

(අයි) සඳහනකිරීම සහ ප්‍රකාශය

ආයතර දුවා කරදිමට පෙර, ආනයනය කරන රටේ ආයතර දුවා සෙදා ගැනීමේ ඒකක වලදී, ආයතර දුවා සඳහා ගැනීම සඳහා ආනයනය කරන රටේ ආණ්ඩුව අතෙහෙන් එකතු විය හැකි විධිමය ක්‍රියාත්මක කිරීමට කැර ගත යුතුය. එසේවීම, ආනයනය කරන රට, පාතේ 103(1)යි විධිවිධාන පසුන ඇති පරිදි ප්‍රකාශය දීමටත් කැමති යුතුය.

II කොටස - විශේෂ ප්‍රතිපාදන

1 වන විෂයය ද්‍රව්‍ය වර්ගය ද්‍රව්‍යය	සැපයුම් කල පිළිබඳ අ.ඒ. ජ.මුදල් වර්ෂය	උපරිම මෙට්‍රික් ටොන් ප්‍රමාණය අයදින විෂයෙන්	අපනයනය කරලෙස් පොල් පෑවිති උපරිම වටිනාකම දශ ලක්ෂ වලින්
කිරිගු/කිරිගු පිටි (කිරිගු පිටි පදනම)	1975	100,000	24.5

සැ.යු: කිරිගු පිටි මෙට්‍රික් ටොන් 100,000න් එකී සමාගය වන කිරිගු ටොන් 135,000 නියෝජනය කෙරේ.

කිරිගු පිටි පදනමක් එක ද්‍රව්‍යයට මිශ්‍ර කරන්න දී ඇත.

II වන විෂයය. ගෙවීමේ නියමයන්

පරිවර්තන දේශීය මුදල් රාශි:

(අ) මුල් ගෙවීම - කිසිත් නැත.

(ආ) ගෙවූ ධාරිතාන් කොන - කිසිත් නැත.

(ඉ) ගෙවන එක් එක් වාරිකයේ මුදල - අනයන විෂයෙන් සලකන වාර්ෂික මුදල් ප්‍රමාණයන්

(ඈ) ප්‍රථම වාරිකය ගෙවීමට නියමිත දිනය - එක් එක් ලිත් වර්ෂය තුල අවසාන වරට ද්‍රව්‍ය සාර දුන් දිනයට අවුරුදු 10කින් පසු.

(උ) මුල් පොලී ප්‍රමාණය - සියයට කි කි.

(එෆ්ජී)දිගටම පවත්නා පොලී ප්‍රමාණය - සියයට 3 කි.

III වන විෂයය. සලකන අලෙවි කිරීමේ වර්ගය:

ද්‍රව්‍යය	අනයනය කළයුතුව (අ.ඒ.ජ.මුදල් වර්ෂ)	සලකන අලෙවි කිරීමේ අවසානය
කිරිගු/කිරිගු පිටි (කිරිගු පිටි පදනම)	1975	මෙට්‍රික් ටොන් 72,000

සැ.යු: කිරිගු පිටි මෙට්‍රික් ටොන් 72,000න් නියෝජනය කෙරෙන්නේ කිරිගු ඇට මෙට්‍රික් ටොන් 100,000 කි.

IV වන විෂයය. අපනයනය සිමා කිරීම:

(අ) මෙම ගිවිසුම යටතේ මුදල් යොදන ලක්ෂයක්ක ද්‍රව්‍ය අනයනය කෙරෙන යේ උපයෝගී කර ගැනෙන 1975 අ.ඒ.ජ.මුදල් වර්ෂය යේ ඊට පසුව ලබන අලෙවිකා වර්ෂයේ රාශිය මුදල් වර්ෂයේ.

(බී) මිවිසුමේ 1 වන ගෙවීමේ III(4) ඡෙදයේ කොන්දේසියේ කොන්දේසි සඳහා, අවසානය වශ කොළැසි දුවන කපි, පිරිමි/පිරිමි පිටි - පිරිමි, පිරිමි පිටි, ගැටි පිරිමි, පෙලෙල්ලිය, ofරිය වය ගල්ගරි (යේ එම දුවන යට පෙනයි තමිසි).

V වන විෂයය. <u>ආගන්තුකයන් පිළිබඳ</u>

මි ලංකා රජරජ ඉල්ලීමට,

1. සාමාජිකත්වය සඳහා සිතකර අයෝග්‍ය ඇතැවරුණයේ පවත්වාගෙන යාම,

2. රජ සැසිරවුම් පිළිවෙත් වැඩිදියුණු කිරීමෙන් සහ ප්‍රගුණ කිරීමෙන් ඉවත්වල නිර්මාදන ශක්තිය වැඩි කිරීම,

3. යෝග්‍ය කනගාටු කරගය කිරීමේ වැඩසටහන පිළිවු කිරීමෙන් සහ ප්‍රගුණ කිරීමෙන් පසුව, යෝග්‍ය පිරිදි නිර්මාදකයාට පෙළඹවුම් ඒමු ගෙවීමේ ක්‍රමයක් යොදා ගැනීම,

4. සමඟ පාලනයේ වැඩි කිරීමේ සහ එම පාලනයේවල තත්ත්වය උසස් කිරීමේ අවශ්‍යතා වටහාගෙන ඊට පහසුලබීමට සැලසුම් සංවර්ධනය කිරීම,

යන කරුණුවලට එකඟ විය යුතුය.

VI වන විෂයය. <u>ආනයනය කරන රටවෙන රස්වෙන මුද්‍ර යොදවනු ලබන ආර්ථික සංවර්ධන කොන්දේසි:</u>

මෙම මිවිසුම යටතේ මුද්‍ර යොදන ලබන සහ දුවන විශිෂ්ටමෙන් ආනයනය කරන රට වෙත එන්නේ වෙන මුද්‍ර, V වන විෂයයෙහි ගෙන සැර දැක්වූ ආගන්තුකයන් පිළිබඳවල වැය දැරීමට ද යට සඳහන් කරුණු ද ඇතුළත්ව මි ලංකාවේ ඇතිය අය - යැයෙහි දැක්වෙන අතෙන් ආර්ථික හා සාමාජිකත්වීය සංවර්ධන අරමුණු සඳහා ද යෙදෙ වෙන්නේය:

ගම්බද ඉඩම වැඩි දියුණු කිරීම්,

සරිතාරී සංවර්ධනය,

සාමාජිකත්වීය රජපද ප්‍රදේශවලත් රජයේ ඉඩම්වලත් ඉඩම් සංවර්ධන කටයුතු,

කිත්‍ර වර්ග පිළිබඳ පර්යේෂණ,

ගෝග හා යන්ත්‍ර පාලන කටයුතු සංවර්ධනය.

VII වන විෂයය. <u>අනෙක් ප්‍රතිපාදන</u>

මෙම මිවිසුමේ ඉංග්‍රීසි හා සිංහල භාෂා අතර ප්‍රතිවිරුද්ධතාවක් ඇති වුවහොත් ඉංග්‍රීසි භාෂා සිංහල භාෂා අභිමතය පිටිය යුතුය.

III වන කොටස - අවසාන විධිවිධාන

(අ) ආණ්ඩු දෙකේ කවර ආණ්ඩුවකට වුවද, කිසියම් හේතුවක් නිසා මෙම ගිවිසුම අවසන් කිරීමට අවශ්‍ය වුවහොත් එසේ අවසන් කරන බවට අනෙක් ආණ්ඩුවට දැනුම් දී ගිවිසුම අවසන් කිරීමට පුළුවන. ගිවිසුමේ විධිවත් කෙරෙන ආකල්පාරාගත රැස් වවයක් පවතින්නේ නම් ඒ රටේ ආණ්ඩුවක් ගිවිසුම අවසන් කරන රටේ ආණ්ඩුව විශ්වාස කරන්නේ නම් ඒ රටේ ආණ්ඩුවටද ගිවිසුම අවසන් කිරීමට පුළුවන. එසේ අවසන් කරන දින සිට විට, ආනයනය කරන රටේ ආණ්ඩුව මෙන පැවරී තිබූ මුදල් පිරිවැය ගැඳිනි එසේ ගිවිසුම අවසන් කිරීම නිසා අඩු කොටසක් ඇත.

මෙම ගිවිසුම අත්සන් කළ පසු පැන් පිට බල පැවැත්විය යුතුය.

(ආ) මෙම ගිවිසුමට සාක්ෂි වශයෙන් එම කාර්යය සඳහා බලය පවරනු ලැබූ ඒ ඒ නියෝජිතයන් විසින් අත්සන් කරන ලදි.

ඉංග්‍රීසි හා සිංහල භාෂාවන් දෙකකින් යුත් මෙම ගිවිසුමට 1975 මාර්තු මාසයේ 25 දින කොළඹ දී අත්සන් කරන ලදි.

අමෙරිකා එක්සත් රාජ්‍ය ආණ්ඩුව වෙනුවෙන්	ශ්‍රී ලංකා ජනරජ ආණ්ඩුව වෙනුවෙන්
.....	.....
ග්‍රීග්‍රේරි ලැන් කොලන් ශ්‍රී ලංකාවේ සිටින අමෙරිකා එක්සත් රාජ්‍ය තානාපතිතුමා.	එච්.ඩී.ද එස්.ගුණසේකර ලේඛනාධිකාරී ප්‍රමුඛ සම්පාදන හා ආර්ථික කටයුතු අමාත්‍යාංශය.

TIAS 8107

68-569 O - 76 - 5

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT
American Embassy, Colombo Sri Lanka

March 21, 1975

Mr. S. Velayuthum
Deputy Director
Division of External Resources
Ministry of Planning and Economic Affairs
Government of the Republic of Sri Lanka
Colombo 1, Sri Lanka

Dear Mr. Velayuthm:

This letter will constitute the agreed minutes of our negotiations on the Agreement between our Governments to be signed March 25, 1975 for sales of agricultural commodities.

1. The financing provides for the softest concessional terms with no initial payment or currency use payment being requested and takes into account Sri Lanka's current economic and financial situation.

2. The United States Government is not able to respond favorably to your Government's Fiscal Year 1975 PL 480 Title I request for 200,000 Metric Tons of wheat flour because of commodity restraints and budgetary limitations, and your Government should be aware of this fact in assessing your domestic and import requirements for the coming year.

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.

4. Because of the limitations on PL 480 expenditures in FY 1975, it may become necessary, under Part I Article I.B.2 of the Agreement, to withhold some shipments during the supply period or possibly carry over shipments into the next supply period.

5. The usual marketing requirement (UMR) of 72,000 Metric Tons of wheat flour reflects the level established by the European Economic Community (100,000 Metric Tons of wheat grain) after consultation with other supplier countries and takes into account Sri Lanka's current economic and financial situation. This UMR will be thoroughly reviewed each year with the possible application of a higher requirement (to reflect more accurately the five-year average of commercial imports) in future Title I Agreements.

6. In regard to Part I Article II.H.1, it was agreed that when payment is made in the currency of a third country, the rate of exchange agreed upon will be such that the equivalent in dollars of the currency of the third country at the rate of exchange agreed upon will not be more than the amount payable in dollars.

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. Part I, Article III.B is consistent with the requirements of past PL 480 Agreements and does not call for any changes in the food grain distribution system in Sri Lanka.

9. 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.

10. Our discussions also covered all of A.I.D.'s airgram AIDTO CIRCULAR A-487 dated July 6, 1974, a copy of which was forwarded to you on February 24, 1975, and 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 PL 480 Sales Agreement.

Sincerely yours,

Ernest Kanrich

Ernest Kanrich
A.I.D. Representative

I concur in the above statements: _____

S. Velayuthum, Deputy Director
Division of External Resources
Ministry of Planning and Economic Affairs

MEXICO

Narcotic Drugs: Cooperative Arrangements To Curb Illegal Traffic

Agreement effected by exchange of letters
Signed at México December 11, 1974;
Entered into force December 11, 1974.
And amending agreements
Effected by exchange of letters
Signed at México February 24, 1975;
Entered into force February 24, 1975.
And exchange of letters
Signed at México March 20, 1975;
Entered into force March 20, 1975.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
Mexico, D. F.

December 11, 1974

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 in order to support the efforts of the Government of Mexico to reduce such traffic.

The United States Government, for its part, will provide the following material, technical and training support, as may be deemed useful and desirable by the Government of Mexico.

Subject to their availability on a timely basis, the material support will consist of telecommunications equipment at a cost not to exceed one hundred and seventy-five thousand dollars ($175,000.00); individual equipment for pilots and mechanics at a cost not to exceed twenty-seven thousand dollars ($27,000.00); as well as arms and ammunition for personnel participating in narcotics control activities, at a cost not to exceed sixty thousand dollars ($60,000.00).

The Government of the United States will reimburse the Government of Mexico for reasonable expenses incurred by the Government of Mexico for fuel and fuel delivery services for the operation of aircraft and land vehicles employed in curbing narcotics trafficking during the 1975 program of the Government of Mexico, for the eradication of opium poppy, and for which reimbursement for fuel

has not been provided in a separate agreement. The cost to the Government of the United States for reimbursement for fuel and fuel delivery services shall not exceed three hundred and fifty thousand dollars ($350,000.00).

The Government of the United States agrees to provide the Government of Mexico film, paper, chemicals, and other consumables not readily available in Mexico, and a camera, enlarger, and other equipment not provided for in the Agreements of June 10 and June 24, 1974,[1] which are deemed necessary for use in the multispectral aerial photographic poppy detection system during the period from November 1, 1974, until November 1, 1975, at a cost to the United States Government not to exceed twenty thousand dollars ($20,000.00).

The material and supplies provided herein are to be used by the Office of the Attorney General of Mexico as support for the narcotics campaign. 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 shall provide at its own expense adequate personnel and necessary installations in Mexico City for the maintenance and repair of aircraft and equipment provided by the United States in support of the Government of Mexico's narcotics control efforts. The Government of Mexico agrees to hire at its own expense additional pilots, mechanics, supply and other support personnel in order to raise the numerical level of these personnel to minimum standard ratios for pilots per aircraft, and mechanics per aircraft, and to achieve maximum efficiency of maintenance, supply and repair of aircraft belonging to the air services section of the Office of the Attorney General of Mexico.

Maintenance and supply support services will consist of the provision of advisory services by Bell Helicopter Company personnel for a period not to exceed eighteen months. These personnel will be provided through direct contractual arrangements between the Government of the United States and the Bell Helicopter Company. Such personnel will advise and assist personnel of the air

[1] TIAS 7863; 25 UST 1286.

services section of the Office of the Attorney General of Mexico in Mexico City in aircraft maintenance and supply support systems for rotary and fixed wing aircraft, as well as development of appropriate facilities and personnel pursuant to the preceding paragraph to permit the use of such systems.

Within the time during which this contract shall be in effect until the time in which a satisfactory maintenance and supply capability is established, contractor personnel will also assist in specialized maintenance of aircraft and in the procurement of spare parts, special tools, ground support and shop equipment or other equipment necessary for maintenance and repair of all aircraft which are used in the effort to curb the production and trafficking of narcotics. Procurement requisitions developed by the air services section and contractor personnel shall be approved by appropriate authorities of the Governments of Mexico and of the United States. The total cost to the Government of the United States of this maintenance and supply support program will not exceed one million dollars ($1,000,000.00).

The Government of Mexico agrees to provide at its own expense for use by contractor personnel in performance of their services, the physical facilities, equipment and personnel necessary for the proper implementation of the aforementioned program.

The Government of Mexico agrees that the contractor, its employees and dependents will be permitted to import temporarily and without cost, a reasonable amount of personal and household effects, and an automobile.

The Government of Mexico agrees to make arrangements so that contractor personnel may obtain the necessary legal permits and other documents required to permit contractor personnel to operate in Mexico in compliance with their duties under the contract.

The Government of Mexico agrees to indemnify and safeguard the contractor and members of his personnel against any claim or responsibility for the loss, destruction of or damage to any aircraft and equipment belonging to the Office of the Attorney General of the Republic or of any other property belonging to or provided through that same Office and made available to the contractor himself

for the performance of services under this program, unless, in accordance with Mexican Laws, such loss, destruction or damage shall have been caused by the gross negligence or willful misconduct of the contractor, its directors or officers.

The Government of the United States agrees to provide no more than twenty-five thousand dollars ($25,000.00) for the purchase of miscellaneous supplies, equipment and services, as mutually agreed upon, in direct support of the eradication program during the 1975 calendar year.

The total cost to the Government of the United States of all assistance provided for in this agreement shall not exceed one million six hundred and fifty-seven thousand dollars ($1,657,000.00).

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, any provisions of this agreement to the contrary notwithstanding.

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 Government of the United States access to the equipment for the purpose of certifying its usage and condition of service. It is also understood that through the Embassy of the United States in Mexico, personnel of the Government of the United States and the Office of the Attorney General of Mexico shall exchange semiannually, 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.

Joseph John Jova
Ambassador

The Mexican Attorney General to the American Ambassador

PROCURADURIA-GENERAL
DE LA
REPUBLICA

México, D. F ,. 11 de diciembre de 1974.

Excelentísmo Señor
Joseph John Jova.
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de Norteamérica.
Paseo de la Reforma No. 305.
Ciudad

Excelentísimo Señor Embajador:

Me complazco en dar respuesta a su atenta carta de esta fecha, cuyo texto traducido al español es el siguiente:

""En confirmación de recientes conversaciones entre Oficiales de nuestros dos Gobiernos con relación a la cooperación entre México y los Estados Unidos para frenar el tráfico ilegal en estupefacientes, tengo el gusto de informarle que el Gobierno de los Estados Unidos está dispuesto a entrar en arreglos adicionales cooperativos con el Gobierno de México con el fin de apoyar los esfuerzos del Gobierno de México para reducir este tráfico.

El Gobierno de los Estados Unidos, por su parte, proporcionará el siguiente material, apoyo técnico y de entrenamiento, tal y como pueda ser considerado útil y deseable por el Gobierno de México.

Sujeto a su disponibilidad sobre una base de oportunidad, el apoyo material consistirá en equipo de telecomunicaciones a un costo que no excederá de ciento setenta y cinco mil dólares------ (Dlls 175,000.00); equipo individual para pilotos y mecánicos a un costo que no excederá de veintisiete mil dólares (Dlls. 27,000.00) así como armas y municiones para el personal participante en las actividades sobre el control de narcóticos a un costo que no excederá de sesenta mil dólares (Dlls. 60,000.00).

El Gobierno de los Estados Unidos reembolsará al Gobierno de México por gastos razonables incurridos por el Gobierno de México por cuenta de combustible y servicios de entrega de combustible para la operación de los aviones y los vehículos de tierra utilizados para frenar el tráfico de estupefacientes durante el programa 1975, del Gobierno de México, para la erradicación de la amapola y por el cual no se ha hecho provisión para el reembolso del com---

bustible mediante un acuerdo separado. El costo para el Gobierno de los Estados Unidos por el reembolso del combustible y los servicios de entrega del combustible, no excederá de trescientos cincuenta mil dólares (Dlls. 350,000.00).

El Gobierno de los Estados Unidos está de acuerdo en proporcionar al Gobierno de México película, papel, productos químicos, y otros productos consumibles que no sean de fácil disponibilidad en México, así como una cámara, amplificador, y otro equipo que no se encuentre estipulado en los Acuerdos de Junio 10 y Junio 24 de 1974, y los cuales se estimen sean necesarios para utilizarse en el sistema multi-espectral de fotografía aérea para la detección de la amapola durante el período del 1°de noviembre de 1974 hasta el 1°de noviembre de 1975, a un costo para el Gobierno de los Estados Unidos que no excederá de veinte mil dólares (Dlls. 20,000.00).

El material y provisiones que sean proporcionados deben ser utilizados por la Oficina del Procurador General de México como apoyo a la campaña contra los estupefacientes. Además, se tiene entendido que el uso de este equipo será restringido a estos objetivos, con excepción de que nada en este acuerdo excluirá su uso en tiempos de desastre natural para prevenir pérdidas de vida o de otra manera ser utilizados en empresas humanitarias.

El Gobierno de México proporcionará por su propia cuenta personal adecuado y las instalaciones necesarias en la Ciudad de México, para el mantenimiento y la reparación de los aviones y del equipo proporcionado por los Estados Unidos en apoyo de los esfuerzos llevados a cabo por México para el control de los estupefacientes. El Gobierno de México está de acuerdo en emplear, por cuenta propia pilotos, mecánicos, personal para el control de material y otro personal de apoyo adicional con el fin de elevar el nivel numérico de este personal a las proporciones mínimas normales para pilotos por cada avión, y para mecánicos por avión, y de alcanzar la eficiencia máxima en el mantenimiento, abastecimiento y reparación de los aviones pertenecientes a la sección de servicios aéreos de la Oficina del Procurador General de México.

Los servicios de apoyo para el mantenimiento y los abastecimientos consistirán en la provisión de servicios consultivos por personal de la Compañía de Helicópteros Bell durante un período que no excederá de dieciocho meses. Este personal será proporcionado mediante arreglos directos contractuales entre el Gobierno de los

Estados Unidos y la Compañía de Helicópteros Bell. Este personal aconsejará y asistirá al personal de la sección de servicios aéreos de la Oficina del Procurador General de México en la Ciudad de Mexico, en el mantenimiento de los aviones y en sistemas de servicios de apoyo de los abastecimientos para helicópteros y avionetas, así como en el desarrollo de facilidades y personal apropiado de acuerdo con el párrafo anterior para permitir el uso de semejantes sistemas.

Dentro del término de este contrato hasta el tiempo en que sea establecida una capacidad satisfactoria de mantenimiento y abastecimiento, el personal contratado también asistirá en el mantenimiento especializado de los aviones y en la adquisición de refacciones, herramientas especiales, equipo para el apoyo en tierra y de taller u otro equipo que sea necesario para el mantenimiento y la reparación de todos los aviones que sean utilizados en el esfuerzo para frenar la producción y tráfico de los estupefacientes. Requisiciones en el desarrollo de abastecimientos por la sección de servicios aéreos y personal contratado serán aprobadas por autoridades apropiadas de los Gobiernos de México y Estados Unidos. El costo total para el Gobierno de los Estados Unidos de este mantenimiento y programa de servicios de apoyo de abastecimientos no excederá de un millón de dólares (Dlls. 1.000,000.00).

El Gobierno de México está de acuerdo en proporcionar por cuenta propia para el uso del personal contratado en el desempeño de dichos servicios las facilidades físicas, equipo y personal que sean necesarios para la propia implementación del programa anterior.

El Gobierno de México está de acuerdo en que el contratante, sus empleados y dependientes les será permitido importar temporalmente y sin costo alguno, una cantidad razonable de efectos personales, menaje de casa y un automóvil.

El Gobierno de México está de acuerdo en hacer los arreglos para que el personal contratado obtenga los permisos legales necesarios y otros documentos que puedan ser requeridos para permitir que el personal contratado opere en México en el cumplimiento de sus labores bajo el contrato.

El Gobierno de México está de acuerdo en indemnizar y salvaguardar al contratista y a los miembros de su personal contra cualquier reclamación o responsabilidad por la pérdida

destrucción o daño a cualquier avión y equipo de la Procuraduría General de la República o cualquiera otro propiedad de la misma Dependencia o suministrada por ella, que sea puesta a disposición del propio contratista para el desempeño de los servicios bajo este programa, a menos que, de acuerdo con las Leyes Mexicanas, semejante pérdida, destrucción o daño haya sido causado por grave negligencia o mala conducta intencional del contratista, sus directores u oficiales.

El Gobierno de los Estados Unidos está de acuerdo en proporcionar la cantidad hasta de veinticinco mil dólares (Dlls. 25,000.00), para la compra de suministros, equipo y servicios, tal y como sea acordado mutuamente, en apoyo directo del programa de erradicación durante el año corriente 1975.

El costo total para el Gobierno de los Estados Unidos de toda la asistencia establecida en este acuerdo, no excederá de un millón seiscientos cincuenta y siete mil dólares (Dlls. 1.657,000.00).

Se tiene entendido que las estipulaciones de todos los acuerdos anteriores entre el Gobierno de los Estados Unidos y el Gobierno de México con relación al esfuerzo para el control de los estupefacientes efectuado por el Gobierno de México, permanecen en pleno vigor y efecto, no obstante cualesquiera estipulaciones contenidas en el presente acuerdo.

El Gobierno de México está de acuerdo en que, a petición de la Embajada de los Estados Unidos, la Oficina del Procurador General dará al personal del Gobierno de los Estados Unidos acceso al equipo con el fín de certificar sobre su uso y condición de servicio. También se tiene entendido que a través de la Embajada de los Estados Unidos en México, personal del Gobierno de los Estados Unidos y de la Oficina del Procurador General de México, cambiarán semestralmente, y en otros tiempos mutuamente acordados, información por escrito sobre los esfuerzos específicos efectuados en relación con los propósitos y objetivos de este acuerdo.

Si lo anterior es aceptable al Gobierno de México, esta carta y su contestación constituirán un acuerdo entre nues —

tros dos Gobiernos.

Deseo expresar a usted que el Gobierno de México, está de acuerdo con los términos de la mencionada carta.

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

El Procurador General de la República

Lic. Pedro Ojeda Paullada.

TRANSLATION

UNITED MEXICAN STATES

Office of the Attorney General
of the Republic

México, D.F., December 11, 1974

Excellency:

I take pleasure in replying to your letter of this date, the text of which reads as follows in Spanish:

[For the English language text, see p. 1274.]

I wish to inform you that the Government of Mexico concurs in the terms of the above letter.

I avail muself of this opportunity to renew to you, Mr. Ambassador, the assurances of my highest consideration and personal esteem.

Attorney General of the Republic
PEDRO OJEDA PAULLADA
Pedro Ojeda Paullada

His Excellency
Joseph John Jova,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Paseo de la Reforma No. 305,
Mexico, D.F.

[AMENDING AGREEMENTS]

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
Mexico, D.F.

February 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:

I refer to our exchange of letters of December 11, 1974, which effected an agreement for the United States Government to provide advisory aircraft maintenance and supply services by Bell Helicopter Company personnel to the Air Services Section of the Attorney General of the Republic.

Due to higher costs than anticipated my Government would now like to increase the cost ceiling of this portion of the agreement from not to exceed one million dollars ($1,000,000) to an amount not to exceed one million, six hundred thousand dollars ($1,600,000). The total cost of all assistance provided for in the said agreement shall not exceed two million, two hundred and fifty-seven thousand dollars ($2,257,000).

Your letter of agreement to this increase will constitute the appropriate amendment to the original agreement, which shall otherwise remain in full force and effect between our two governments.

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

Joseph John Jova
Ambassador

The Mexican Attorney General to the American Ambassador

PROCURADURIA GENERAL
DE LA
REPUBLICA

2-22

México, D. F , 24 de febrero de 1975.

Excelentísimo Señor
Joseph John Jova.
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de America.
Paseo de la Reforma No. 305.
Ciudad

Excelentísimo Señor Embajador:

Me es grato dar respuesta a su atenta nota de esta fecha, cuyo texto traducido al español es como sigue:

". Hago referencia a nuestro intercambio de notas de fecha 11 de diciembre de 1974, mediante el cual entró en vigor un acuerdo segun el cual el Gobierno de los Estados Unidos proporcionará, por conducto de personal de la Bell Helicopter Company, servicios de asesoramiento, mantenimiento y abastecimiento de aeronaves a la Sección de Servicios Aéreos de la Procuraduría General de la República.

En virtud de costos más elevados que los previstos, mi Gobierno ahora desearía incrementar el límite del costo de esta porción del acuerdo de la suma no superior a un millón de dólares (Dlls. 1.000,000.00) a un monto no superior a un millón seiscientos mil dólares (Dlls. 1.600,000.00) El costo total de toda la asistencia prevista en el referido acuerdo no ha de exceder los dos millones doscientos cincuenta y siete mil dólares (Dlls. 2.257,000.00).

Su carta de conformidad respecto de este incremento constituirá la enmienda apropiada del acuerdo original, que en todos sus demás respectos permanecerá en ple-

no vigor y efecto entre nuestros dos Gobiernos"

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.

TIAS 8108

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TRANSLATION

United Mexican States
Office of the Attorney General of the Republic

No. 2-22 México, D.F., February 24, 1975

Excellency:

I take pleasure in replying to your note dated today, which in Spanish translation reads as follows:

[For the English language text, see p. 1285.]

I hereby inform you that the Government of Mexico accepts the terms of the foregoing note.

I avail myself of this opportunity, Mr. Ambassador, to renew to you the assurances of my highest consideration and personal esteem.

Active suffrage. No reelection.
Attorney General of the Republic

PEDRO OJEDA PAULLADA

Pedro Ojeda Paullada

His Excellency
Joseph John Jova,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Paseo de la Reforma No. 305,
Mexico, D.F.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA
Mexico, D.F

March 20, 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.

I refer to our exchange of letters of December 11, 1974, which effected an agreement for the United States Government to provide assistance relating to the cooperation between Mexico and the United States to curb the illegal production and traffic in narcotics.

I am pleased to advise you that the United States Government is willing to provide, subject to their possible acquisition and availability on a timely basis, two Bell 212 helicopters with appropriate spare parts for each, in addition to the other assistance provided for in said agreement. The unit cost of each of these helicopters with spare parts will not exceed one million (1,000,000) dollars.

In order to provide this additional assistance, my Government would like to increase the total cost of all assistance provided for in said agreement from two million two hundred and fifty seven thousand (2,257,000) dollars to four million two hundred and fifty seven thousand dollars (4,257,000)

Your letter of agreement to this addition of two helicopters and increase in cost ceiling will constitute the appropriate amendment to the original agreement which shall otherwise remain in full force and effect between our two governments.

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

Joseph John Jova
Ambassador

The Mexican Attorney General to the American Ambassador

PROCURADURIA GENERAL
DE LA
REPUBLICA

Of. No. 2/40

México, D. F., 20 de marzo de 1975.

Excelentísimo Señor
Joseph John Jova.
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Paseo de la Reforma No. 305.
Ciudad.

Excelentísimo Señor Embajador:

Me permito dar contestación a su atenta nota de esta fecha, cuyo texto vertido al español es como sigue:

"Hago referencia a nuestro intercambio de notas de fecha 11 de diciembre de 1974, mediante el cual entró en vigor un acuerdo según el cual el Gobierno de los Estados Unidos proporcionará asistencia relacionada con la cooperación entre México y los Estados Unidos para la represión de la producción y el tráfico ilegales de narcóticos.

Me complace poner en su conocimiento que el Gobierno de los Estados Unidos está dispuesto a proporcionar, sujeto a su posible compra y disponibilidad oportuna, dos helicópteros Bell 212 con las piezas de repuesto apropiadas para cada uno, además de la otra asistencia prevista en dicho acuerdo. El costo por unidad de cada uno de los mencionados helicópteros con piezas de repuesto no ascenderá a más de un millón (U.S. 1.000,000) de dólares.

Con el fin de proporcionar esta asistencia adicional, mi Gobierno desearía incrementar el costo total de toda la asistencia dispuesto conforme a dicho acuerdo de dos millones doscientos cincuenta y siete mil dólares (U.S. 2.257,000) a cuatro millones doscientos cincuenta y siete mil dólares (U.S. 4.257,000).

Su carta de conformidad en cuanto a esta adición de --

dos helicópteros y aumento del costo tope constituirá la enmienda apropiada al acuerdo original que en todos sus demás respectos seguirá en pleno vigor y efecto entre nuestros dos Gobiernos."

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

Aprovecho la 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
of the Republic

Communication No. 2/40

Mexico, D.F., March 20, 1975

Mr. Ambassador:

I am replying to your note of this date which, translated into Spanish, reads as follows:

[For the English language text, see p. 1289.]

I hereby inform you that the Government of Mexico concurs in the terms of the note transcribed above.

I take this opportunity to renew to you, Mr. Ambassador, the assurance of my highest consideration and personal esteem.

Active suffrage. No reelection.
Attorney General of the Republic

PEDRO OJEDA PAULLADA

Pedro Ojeda Paullada

His Excellency
Joseph John Jova
Ambassador Extraordinary
and Plenipotentiary
of the United States of America
Paseo de la Reforma No. 305
Mexico D.F., Mexico

CANADA

Aeronautical Research: Augmentor Wing System

Agreement extending the agreement of October 19 and November 10, 1970.
Effected by exchange of notes
Signed at Ottawa December 5, 1974 and March 24, 1975;
Entered into force March 24, 1975.

The Canadian Secretary of State for External Affairs to the American Ambassador

Department of External Affairs — Canada — Ministère des Affaires extérieures

Ottawa, December 5 , 1974

No. FLA-722

Excellency,

I have the honour to refer to discussions which have taken place within the International Joint Working Group for the Augmentor Wing Project and between Canadian and United States officials concerning the extension of the Agreement concerning joint participation in an Augmentor Wing Flight Test Project, effected by an Exchange of Notes between the Government of Canada and the Government of the United States of America done at Ottawa on October 19 and November 10, 1970. [1]

As a result of the above discussions our two Governments have arrived at an understanding concerning the extension of the Augmentor Wing Agreement for a further period of three years, until July 1, 1977, in order to complete the evaluation of the project.

His Excellency
The Honourable William J. Porter,
Ambassador of the United States of America,
OTTAWA.

[1] TIAS 6982; 21 UST 2433.

Accordingly, I have the honour to propose that this Note, which is authentic in English and French, and your Excellency's reply to that effect shall constitute an agreement between our two Governments to extend, under the same terms and conditions, the Augmentor Wing Agreement constituted by the Exchange of Notes of October 19 and November 10, 1970, for a further period of three years, that is until July 1, 1977, and to propose that such agreement take effect on the date of your reply.

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

Mitchell Sharp [1]
for Secretary of State
for External Affairs

[1] Mitchell Sharp

French Text of the Canadian Note

Department of External Affairs Ministère des Affaires extérieures

Canada

Ottawa, le 5 décembre 1974

N° FLA-722

Excellence,

J'ai l'honneur de me référer aux entretiens qui ont eu lieu au sein du groupe de travail mixte chargé du projet d'essai de vol d'un avion muni d'un augmentateur alaire, et entre les représentants du Canada et des Etats-Unis, relativement à la prorogation de l'accord concernant une participation commune au projet d'essai de vol d'un avion muni d'un augmentateur alaire. Ledit accord avait été rendu officiel par un échange de notes entre les gouvernements canadien et américain à Ottawa, le 19 octobre et le 10 novembre 1970.

A la suite de ces entretiens, nos deux gouvernements ont convenu de maintenir en vigueur l'accord sur l'augmentateur alaire pour une période supplémentaire de trois ans, c'est-à-dire jusqu'au

Son Excellence
L'Honorable William J. Porter
Ambassadeur des Etats-Unis d'Amérique
OTTAWA

1er juillet 1977, afin de terminer l'étude du projet.

En conséquence, j'ai l'honneur de proposer que la présente note dont les versions anglaise et française font également foi, ainsi que la réponse de Votre Excellence à cet égard, constituent un accord entre nos deux gouvernements en vue de proroger, sous réserve des mêmes conditions, l'accord sur l'augmentateur alaire établi en vertu de l'échange de notes du 19 octobre et du 10 novembre 1970, et ce, pour une période de trois ans, c'est-à-dire jusqu'au 1er juillet 1977, et j'ai l'honneur de proposer que ledit accord entre en vigueur à la date de votre réponse.

Veuillez agréer, Monsieur l'Ambassadeur, les assurances renouvelées de ma très haute considération.

pour Le Secrétaire d'Etat
aux Affaires extérieures

The American Ambassador to the Canadian Secretary of State for External Affairs

No. 60 OTTAWA, *March 24, 1975*

SIR:

I have the honor to refer to your note No. FLA-722 of December 5, 1974, concerning extension of the agreement concerning joint participation in an augmentor wing flight test project, effected by an exchange of notes between the Government of the United States of America and the Government of Canada at Ottawa on October 19 and November 10, 1970.

I have the honor to confirm that it is the desire of my Government to extend this agreement for a further period of three years, that is, until July 1, 1977. Accordingly, I have the further honor to confirm that your note of December 5, 1974, and this reply shall constitute an agreement to that effect as of the date of this note.

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

WILLIAM J. PORTER

The Honorable
ALLAN J. MACEACHEN, P.C.,
Secretary of State for External Affairs,
Ottawa.

AUSTRALIA

Trade: Meat Imports

Agreement effected by exchange of notes
Signed at Washington May 16 and June 20, 1975;
Entered into force June 20, 1975.

The Secretary of State to the Australian Ambassador

MAY 16, 1975

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1975 and to the agreements between the United States and other countries, constituting the 1971 and 1972 restraint programs concerning shipments of such meats to the United States. With the understanding that similar agreements also will be concluded for the calendar year 1975 with the governments of other countries that participated in the 1971 and 1972 restraint programs, I have the honor to propose the following agreement between our two governments:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1975 from countries participating in the restraint program shall be 1161.9 million pounds, and the Government of Australia and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of Australia shall limit the quantity of such meats exported from Australia as direct shipments on a through bill of lading to the United States for entry or withdrawal from warehouse for consumption during the calendar year 1975 to 615.1 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit imports of such meats of Australian origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from Australia: (a) such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from Australia; and (b) such regulations shall be issued only after consultation with the Government of Australia pursuant to paragraph 6 and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1975 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1975 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for Australia, such increase or estimated shortfall shall be allocated to Australia in the proportion that 615.1 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1975. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1975 restraint program.

5. The Government of the United States of America shall separately report meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended,[1] and such meats will not be regarded as part of the quantity described in paragraph 2.

6. The Government of Australia and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding increase in the total quantity permissible under the restraint program and allocation of shortfall. In particular consultations regarding these matters and the market situation shall be held before the beginning of each calendar quarter.

7. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for Australia shall not include the period between October 1, 1968

[1] 81 Stat. 584; 21 U.S.C. § 601 note.

and June 30, 1972 or the calendar year 1975, except by the agreement of the Government of Australia.

8. (a) To enable both Governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of Australia as soon as possible after the end of each month:

(i) Details from all supplying countries of imports into the United States to that date.

(ii) An estimate of the expected supply/shipment position by country and in total.

(b) As soon as possible after the end of each month the Government of Australia shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1975, ship by ship and port by port, based on actual loadings in Australia.

I have the honor to propose that, if the foregoing is acceptable to the Government of Australia, this note together with your Excellency's confirmatory reply constitute an agreement between our two governments which shall enter into force on the date of your reply.

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

For the Secretary of State:

THOMAS O. ENDERS

His Excellency
SIR PATRICK SHAW, C.B.E.,
Ambassador of Australia.

The Australian Ambassador to the Secretary of State

EMBASSY OF AUSTRALIA
WASHINGTON, D. C.

Sir,

I have the honour to refer to your note of 16 May 1975 which reads as follows:

"I have the honor to refer to discussions between representatives of our two governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1975 and to the agreements between the United States and other countries, constituting the 1971 and 1972 restraint programs concerning shipments of such meats to the United States. With the understanding that similar agreements also will be concluded for the calendar year 1975 with the governments of other countries that participated in the 1971 and 1972 restraint programs, I have the honor to propose the following agreement between our two governments:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1975 from countries

The Hon. Henry A. Kissinger,
Secretary of State,
WASHINGTON, D.C. 20520.

TIAS 8110

participating in the restraint program shall be 1161.9 million pounds, and the Government of Australia and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of Australia shall limit the quantity of such meats exported from Australia as direct shipments on a through bill of lading to the United States for entry or withdrawal from warehouse for consumption during the calendar year 1975 to 615.1 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit imports of such meats of Australian origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from Australia: (a) such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from Australia; and (b) such regulations shall be issued only after consultation with the

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Government of Australia pursuant to paragraph 6 and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1975 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1975 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for Australia, such increase or estimated shortfall shall be allocated to Australia in the proportion that 615.1 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1975. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1975 restraint program.

5. The Government of the United States of America shall separately report meats which have been refused entry because of failure to meet appropriate standards prescribed pursuant to the Federal Meat Inspection Act, as amended, and such meats will not be regarded as part of the quantity described in paragraph 2.

6. The Government of Australia and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding increase in the total quantity permissible under the restraint program and allocation of shortfall. In particular consultations regarding these matters and the market situation shall be held before the beginning of each calendar quarter.

7. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for Australia shall not include the period between October 1, 1968 and June 30, 1972 or the calendar year 1975, except by the agreement of the Government of Australia.

8. (a) To enable both Governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of Australia as soon as possible after the end of each month:

(i) Details from all supplying countries of imports into the United States to that date.

(ii) An estimate of the expected supply/shipment position by country and in total.

(b) As soon as possible after the end of each month the Government of Australia shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1975, ship by ship and port by port, based on actual loadings in Australia.

I have the honor to propose that, if the foregoing is acceptable to the Government of Australia, this note together with your Excellency's confirmatory reply constitute an agreement between our two governments which shall enter into force on the date of your reply."

I have the honour to confirm that the foregoing is acceptable to the Government of Australia which agrees that your note together with this reply shall constitute an agreement between our two Governments on this matter.

Accept Sir, the renewed assurances of my highest consideration.

Patrick Shaw

(Patrick Shaw)
Ambassador

20th June, 1975.

INTERNATIONAL COMMITTEE OF THE RED CROSS

Refugee Relief in the Republic of Viet-Nam, Laos and the Khmer Republic

Agreement amending the agreement of February 20, March 16 and 17, 1975, as amended.
Signed at Geneva April 18 and 24, 1975;
Entered into force April 24, 1975.

MODIFICATION OF GRANT

1. Amendment No.	2. Effective Date	3. Grant No. AID/ea-G-1066 [1]	4. Effective Date
2	18 April 1975	(Regional)	1 November 1974

5. GRANTEE (Name and Address) The International Committee of the Red Cross 7 Avenue de la Poix CH-1211 Geneva, Switzerland	6. Administered by— Grant Officer Regional Operations Division—EA Office of Contract Management Agency for International Development Washington, D.C. 20523
7. PIO/T No. 498-245-3-6858401A2 Appropriation No. 72-1151030 Allotment Symbol—530-68-498-00-69-51	8. Previous PIO/Ts— 498-245-3-6858401

9. The above numbered Grant is hereby modified as follows:

(a) That portion of the first paragraph on the front page which reads, "the sum of one million dollars ($1,000,000)" is deleted and the following substituted in lieu thereof, "the sum of two million dollars ($2,000,000)."

(b) The second paragraph on the front page is deleted in its entirety and the following substituted in lieu thereof, "This Grant is effective as of this letter and is applicable to commitments made by the Grantee in furtherance of program objectives during the period November 1, 1974 through December 31, 1975."

[1] TIAS 8032, 8078; *ante*, p. 267, 908.

(c) Attachment A "purpose and implementation of grant" subparagraph D "term of Grant" is deleted in its entirety and the following substituted in lieu thereof,

"The effective date of this Grant is November 1, 1974 and it shall continue in effect until December 31, 1975".

(d) Attachment A "purpose and implementation of Grant" subparagraph E "Obligation and Utilization of Funds" the title and first paragraph are deleted and the following substituted in lieu thereof,

"E. Obligation and Utilization of Funds

1. The total amount of financial assistance provided hereunder is $2,000,000 and AID's obligation shall not exceed said amount without the written approval of the Grant Officer. The Grant funds will be expended for the programs set forth in "B" above."

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended,[1] and Executive Order No. 11223.[2] Except as herein provided, all terms and conditions of the grant referenced in Block #3 remain unchanged and in full force and effect.

11. Grantee is required to sign this document and return 7 copies to issuing office.

12. GRANTEE	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
REGENASS	
By: E. Regenass—Dept. of Finance & administration	By: FRANCIS L DALE
J.-P. Hocké J P HOCKÉ (Name typed or printed)	Francis L. Dale (Name typed or printed)
Title: *Director of Operations' Dept.*	Title: *Ambassador*
Date: 24 APRIL 1975	Date: APRIL 18, 1975

[1] 75 Stat. 424; 22 U.S.C. § 2151 note.
[2] 30 Fed. Reg. 6635.

PANAMA

Trade: Meat Imports

Agreement effected by exchange of notes
Signed at Panama April 21 and June 6, 1975;
Entered into force June 6, 1975.

The American Ambassador to the Panamanian Minister of Foreign Relations

No. 45 PANAMA, *April 21, 1975*

EXCELLENCY:

I have the honor to refer to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1975 and to the agreements between the United States and other countries constituting the 1971 and 1972 restraint programs concerning shipments of such meats to the United States.

With the understanding that similar agreements also will be concluded for the calendar year 1975 with the Governments of other countries that participated in the 1971 and 1972 restraint programs, I have the honor to propose the following agreement between our two Governments:

(1) On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1975 from countries participating in the restraint program shall be 1161.9 million pounds, and the Government of Panama and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

(2) The Government of Panama shall limit the quantity of such meats exported from Panama to the United States for entry or withdrawal from warehouse for consumption during the calendar year 1975 to 2.5 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4.

(3) The Government of the United States of America may limit imports of such meats of Panamanian origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from Panama: (A) such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from Panama; and (B) such regulations shall be issued only after consultation with the Government of Panama pursuant to paragraph 6 and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1975 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4.

(4) The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1975 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for Panama, such increase or estimated shortfall shall be allocated to Panama in the proportion that 2.5 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1975. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1975 restraint program.

(5) The Government of the United States of America shall separately report meats rejected as unacceptable for human consumption under United States inspection standards, and such meats will not be regarded as part of the quantity described in paragraph 2.

(6) The Government of Panama and the Government of the United States of America shall consult promptly upon the request of either Government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding any increase in the total quantity permissible under the restraint program and allocation of shortfall.

(7) In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the qouta for Panama shall not include the period between October 1, 1968 and June 30, 1972 or the calendar year 1975, except by the agreement of the Government of Panama.

I have the honor to propose that, if the foregoing is acceptable to the Government of Panama, this note together with your Excellency's confirmatory reply constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

WILLIAM J. JORDEN

His Excellency
Lic. JUAN ANTONIO TACK,
Minister of Foreign Relations,
Panama

The Panamanian Minister of Foreign Relations to the American Ambassador

REPUBLICA DE PANAMA

MINISTERIO DE RELACIONES EXTERIORES

PANAMA 4, PANAMA

1336-2
Nº DREU-140/1332
1338

Junio 6 de 1975

Señor Embajador:

Tengo el honor de referirme a la nota Nº 45 de Abril 21 de 1975 mediante la cual Vuestra Excelencia propone, en nombre del Gobierno de su país, la concertación de un acuerdo para la exportación desde Panamá a Estados Unidos de América de 2.5 millones de libras de carne de res, cabra y carnero durante el año calendario de 1975.

Esta proposición fue sometida a la consideración de los Ministerios de Desarrollo Agropecuario y de Comercio e Industrias, y el titular Encargado de aquel, señor Gustavo R. González, ha expresado en representación de los dos ministerios que esta proposición dista mucho de satisfacer la aspiración del Gobierno de Panamá de contar con una cuota de 6 millones de libras para satisfacer de manera regular el mercado norteamericano, lo cual serviría para apuntalar el desarrollo de la industria pecuaria de nuestro país, estimulada por préstamos internacionales y un esfuerzo nacional que las autoridades amigas del Gobierno de Estados Unidos conocen.

Me informó el Ministro interino González que a mediados del mes de Abril tuvo lugar una conversación entre la Viceministro de Comercio e Industrias, señora Julieta

Su Excelencia
William J. Jorden,
Embajador de Estados Unidos de América,
Panamá, República de Panamá.

de Lorenzo, el Ministro Consejero de la Embajada de Estados Unidos de América en Panamá, señor Raymond Emmanuel González, y él, durante la cual se expuso al Ministro Consejero la inconformidad del Gobierno panameño con la proposición de la cuota de 2.5 millones de libras de carne para el año 1975; y agregó que el Ministro Consejero tomó nota de ello para hacer del conocimiento del Departamento de Agricultura de Estados Unidos el punto de vista panameño.

Por último, el Ministro Gustavo González opinó que comoquiera que si no se celebrase el acuerdo propuesto tal circunstancia podría inclusive inducir al Gobierno de Estados Unidos a reducir el nivel de la cuota mencionada, tanto el Ministerio de Desarrollo Agropecuario como el Ministerio de Comercio e Industrias decidieron aceptar, bajo protesta, los términos de la proposición.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más distinguida consideración.

JUAN ANTONIO TACK,
Ministro de Relaciones Exteriores.

TRANSLATION

REPUBLIC OF PANAMA
Ministry of Foreign Relations
Panama, Panama

No. DREU-140/1336-2 1332 1338

June 6, 1975

Mr. Ambassador:

I have the honor to refer to note No. 45 of April 21, 1975, in which Your Excellency proposes, in the name of your country's Government, the conclusion of an agreement for the exportation from Panama to the United States of America of 2.5 million pounds of meat of cattle, goats, and sheep during the calendar year 1975.

This proposal was submitted to the Ministries of Agricultural Development and of Commerce and Industries for their consideration, and Gustavo B. González, Acting Minister of Agricultural Development, speaking on behalf of the two Ministries, expressed the view that this proposal was far from satisfying the aspiration of the Government of Panama to a figure of 6 million pounds to supply the United States market on a regular basis, which would support the development of our country's cattle industry, stimulated by international loans and a national effort with which the authorities of the Government of the United States are familiar.

Acting Minister González informed me that in mid-April a discussion took place between Mrs. Julieta de Lorenzo, Vice Minister of Commerce and Industries, Mr. Raymond E. González, Minister Counselor of the Embassy of the United States of America in Panama, and himself, during which the Minister Counselor was informed that the Panamanian Government did not agree to the proposed quota of 2.5 million pounds of meat for the year 1975; and he added that the Minister Counselor took note thereof in order to inform the United States Department of Agriculture of the Panamanian point of view.

Finally, Minister Gustavo González expressed the opinion that, inasmuch as failure to conclude the proposed agreement might even lead the Government of the United States to reduce the above-mentioned quota, both the Ministry of Agricultural Development and the Ministry of Commerce and Industries decided to accept, under protest, the terms of the proposal.

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

JUAN ANTONIO TACK

Juan Antonio Tack
Minister of Foreign Relations

His Excellency
William J. Jorden,
Ambassador of the
United States of America,
Panama, Republic of Panama.

NEW ZEALAND

Trade: Meat Imports

Agreement effected by exchange of notes
Signed at Washington May 14 and June 9, 1975;
Entered into force June 9, 1975.

The Secretary of State to the New Zealand Ambassador

MAY 14, 1975

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1975 and to the agreements between the United States and other countries, constituting the 1971 and 1972 restraint programs concerning shipments of such meats to the United States. With the understanding that similar agreements also will be concluded for the calendar year 1975 with the governments of other countries that participated in the 1971 and 1972 restraint programs, I have the honor to propose the following agreement between our two governments:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1975 from countries participating in the restraint program shall be 1161.9 million pounds, and the Government of New Zealand and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.
2. The Government of New Zealand shall limit the quantity of such meats exported from New Zealand as direct shipments on a through bill of lading to the United States for entry or withdrawal from warehouse for consumption during the calendar year 1975 to 252.8 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit imports of such meats of New Zealand origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from New Zealand: (a) such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from New Zealand; and (b) such regulations shall be issued only after consultation with the Government of New Zealand pursuant to paragraph 6 and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1975 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4.
4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1975 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for New Zealand, such increase or estimated shortfall shall be allocated to New Zealand in the proportion that 252.8 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1975. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1975 restraint program.
5. The Government of the United States of America shall separately report meats rejected as unacceptable for human consumption under United States inspection standards, and such meats will not be regarded as part of the quantity described in paragraph 2.
6. The Government of New Zealand and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding any increase in the total quantity permissible under the restraint program and allocation of shortfall. In particular, consultations regarding these matters and the market situation shall be held before the beginning of each quarter.
7. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for New Zealand shall not include the period between October 1, 1968 and June 30, 1972 or the calendar year 1975, except by the agreement of the Government of New Zealand.

8. (a) To enable both Governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of New Zealand as soon as possible after the end of each month:
   (i) Details from all supplying countries of imports into the United States to that date.
   (ii) An estimate of the expected supply/shipment position by country and in total.

   (b) As soon as possible after the end of each month the Government of New Zealand shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1975, ship by ship and port by port, based on actual loadings in New Zealand.

I have the honor to propose that, if the foregoing is acceptable to the Government of New Zealand, this note together with your Excellency's confirmatory reply constitute an agreement between our two Governments which shall enter into force on the date of your reply.

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

For the Secretary of State:

THOMAS O. ENDERS

His Excellency
LLOYD WHITE,
Ambassador of New Zealand.

TIAS 8113

68-569 O - 76 - 8

The New Zealand Ambassador to the Secretary of State

NEW ZEALAND EMBASSY
19 OBSERVATORY CIRCLE, NW,
WASHINGTON, D.C. 20008

Sir:

I have the honour to refer to your note of 14 May which reads as follows:

"I have the honor to refer to discussions between representatives of our two governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1975 and to the agreements between the United States and other countries, constituting the 1971 and 1972 restraint programs concerning shipments of such meats to the United States. With the understanding that similar agreements also will be concluded for the calendar year 1975 with the governments of other countries that participated in the 1971 and 1972 restraint programs, I have the honor to propose the following agreement between our two governments:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1975 from countries participating in the restraint program shall be 1161.9 million pounds, and the Government of New Zealand and

The Honourable
Henry A. Kissinger
Secretary of State

the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of New Zealand shall limit the quantity of such meats exported from New Zealand as direct shipments on a through bill of lading to the United States for entry or withdrawal from warehouse for consumption during the calendar year 1975 to 252.8 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit imports of such meats of New Zealand origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from New Zealand: (a) such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from New Zealand; and (b) such regulations shall be issued only after consultation with the Government of New Zealand pursuant to paragraph 6 and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from

warehouse for consumption in the calendar year 1975 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1975 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for New Zealand, such increase or estimated shortfall shall be allocated to New Zealand in the proportion that 252.8 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1975. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1975 restraint program.

5. The Government of the United States of America shall separately report meats rejected as unacceptable for human consumption under United States inspection standards, and such meats will not be regarded as part of the quantity described in paragraph 2.

6. The Government of New Zealand and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding any increase in the total quantity permissible under the restraint program and allocation of shortfall. In particular, consultations regarding these matters and the market situation shall be held before the beginning of each quarter.

7. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for New Zealand shall not include the period between October 1, 1968 and June 30, 1972 or the calendar year 1975, except by the agreement of the Government of New Zealand.

8. (a) To enable both Governments to follow progress under this agreement, the Government of the United States of America shall provide to the Government of New Zealand as soon as possible after the end of each month:

(i) Details from all supplying countries of imports into the United States to that date.

(ii) An estimate of the expected supply/shipment position position by country and in total.

(b) As soon as possible after the end of each month the Government of New Zealand shall provide to the Government of the United States of America details of scheduled arrivals to December 31, 1975, ship by ship and port by port, based on actual loadings in New Zealand.

I have the honor to propose that, if the foregoing is acceptable to the Government of New Zealand, this note together with your Excellency's confirmatory reply constitute an agreement between our two Governments which shall enter into force on the date of your reply."

I have the honour to confirm that the foregoing is acceptable to the Government of New Zealand which agrees that your note, together with this reply, should form an agreement between our two Governments on this matter.

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

Lloyd White [1]
Ambassador

Embassy of New Zealand
Washington D.C.
9 June, 1975.

[1] Lloyd White

BANGLADESH

Agricultural Commodities

Agreement amending the agreement of October 4, 1974, as amended.
Effected by exchange of notes
Signed at Dacca June 5, 1975;
Entered into force June 5, 1975.

The American Ambassador to the Bangladesh Additional Secretary, Planning Commission

EMBASSY OF THE
UNITED STATES OF AMERICA

DACCA, JUNE 5, 1975

DEAR DR. ZAMAN:

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 4, 1974, as amended November 8, 1974, December 2, 1974, January 27, 1975, February 28, 1975, April 11, 1975 and May 16, 1975 [1] and propose the Agreement be further amended as follows:

(A) In Part II, Item I, Commodity Table: (1) under the appropriate columns for rice delete "1975", "300,000" and "$124.7" and insert "1975 and FY 1976", "340,000" and "$140.8"; and (2) under total Export Market Value delete "$223.2" and insert "$239.3"; (B) In Part II, Item III, under the Usual Marketing Table for rice delete "1975" and insert "1975 and 1976" and in the appropriate columns add "Soybean oil, 1975, none"; (C) In Part II, Item IV under Export Limitations: Paragraph A. after "United States Fiscal Year 1975" insert "for wheat/wheat flour and vegetable oil, and Fiscal Years 1975 and 1976 for rice", and in Paragraph B. delete "and" after "different name);", and change period to semicolon after "brown or milled" and add "and for soybean oil—all edible vegetable oil 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."

All other terms and conditions of the October 4, 1974 Agreement, as amended, remain the same.

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[1] TIAS 7949, 7973, 8016, 8046, 8055; 25 UST 2833, 3113; *ante*, p. 117, 467, 538.

I propose that this note and your reply concurring therein 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. ASHRAF UZ ZAMAN
Additional Secretary
Planning Commission
Government of Bangladesh
Dacca

The Bangladesh Additional Secretary, Planning Commission, to the American Ambassador

[1]

GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF BANGLADESH
MINISTRY OF PLANNING
(PLANNING COMMISSION)
DACCA

From: Dr. Ashraf-uz-Zaman
Additional Secretary

D.O. No. 805(8)/ERD-II/USA(PL-480)-1/75 JUNE 5, 1975.

EXCELLENCY,

I have the honour to refer to the Title 1, Public Law 480, Agricultural Sales Agreement signed by representatives of our two Governments on October 4, 1974, as amended November 8, 1974, December 2, 1974, January 27, 1975, February 28, 1975, April 11, 1975 and May 16, 1975 and we concur to the amendments as proposed in your note dated June 5, 1975 as follows:

(A) In part II, Item I, Commodity Table: (I) under the appropriate columns for rice delete "1975", "300,000" and "124.7" and insert "1975" and FY 1976", "340,000", and "$140.8"; and (2) under total Export Market Value delete "$223.2" and insert "$239.3"; (B) In Part II Item III, under the Usual Marketing Table for rice delete "1975" and insert "1975 and 1976" and in the appropriate columns add "Soybean Oil, 1975, none"; (C) In Part II, Item IV under Export Limitations: Paragraph A. After "United States Fiscal Year 1975" insert "for wheat/wheat flour and vegetable oil, and Fiscal Years 1975 and 1976 for rice", and in Paragraph B. delete "and" after "different name);", and change period to semicolon after "brown or milled" and add "and for soybean oil all edible vegetable oil including peanut oil, soybean oil, cottonseed oil, sunflower oil, sesame oil,

[1] In translation reads: "Government People's Republic of Bangladesh".

rapeseed oil, and any other edible oil bearing seeds from which these oils are produced".

All other terms and conditions of the October 4, 1974 Agreement as amended, remain the same.

This note in reply concurring to the proposals as mentioned in your note of June 5, 1975 constitutes as Agreement between our two Governments effective this date.

Please accept the renewed assurances of my highest consideration.

Yours sincerely,

(ASHRAF-UZ-ZAMAN)
Additional Secretary.

H. E. MR. DAVIS E. BOSTER,
Ambassador
Embassy of the USA in Bangladesh
Adamjee Court, Motijheel,

Bengali Text of the Bangladesh Note

GOVERNMENT OF THE
PEOPLE'S REPUBLIC OF BANGLADESH
MINISTRY OF PLANNING
(PLANNING COMMISSION)
DACCA

[illegible]

[illegible]

(২) দ্বিতীয় অনুচ্ছেদে উল্লিখিত পণ্যের তালিকা।

(১) [illegible] "১৯৭৫", "৩০০,০০০", [illegible] এবং "১২০'৬" মিলিয়ন আমার [illegible] "১৯৭৫/" এবং [illegible] ১৯৭৫", ৩৪০,০০০", এবং "১৩০'৮" মিলিয়ন আমার [illegible] হবে, এবং (২) [illegible] "২২৩'২" মিলিয়ন আমার [illegible] "২০৯'৩" মিলিয়ন আমার [illegible] হবে।

(৪) দ্বিতীয় অনুচ্ছেদে তৃতীয় [illegible] তালিকা।

[illegible] "১৯৭৫" [illegible] "১৯৭৫-৭৬" [illegible] হবে এবং [illegible] "[illegible] মিলিয়ন" [illegible] হবে।

(৭৩) দ্বিতীয় অনুচ্ছেদে ৩র্থ [illegible] মিলিয়ন।

[illegible] (A) অনুচ্ছেদ "[illegible] ১৯৭৫" এর পর "[illegible] এবং [illegible] এবং [illegible] এবং [illegible] ১৯৭৫-৭৬" [illegible] হবে এবং [illegible] (B) অনুচ্ছেদে " different name " এর পর " and " [illegible] হবে এবং " brown or milled " [illegible] হবে "। "and for soybean oil all edible vegetable oil, 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".

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

TIAS 8114

UNION OF SOVIET SOCIALIST REPUBLICS

Privileges and Immunities

Agreement effected by exchange of notes
Dated at Moscow October 17, 1967 and March 1, 1968;
Entered into force March 1, 1968.

The Soviet Ministry of Foreign Affairs to the American Embassy

№ 58/осша

Министерство Иностранных Дел Союза Советских Социалистических Республик, ссылаясь на ноту Посольства Соединенных Штатов Америки № 1477 от 10 мая с.г., подтверждает, что в соответствии с "Положением о дипломатических и консульских представительствах иностранных государств на территории Союза Советских Социалистических Республик", утвержденным Указом Президиума Верховного Совета СССР 23 мая 1966 года, на граждан Соединенных Штатов Америки, являющихся сотрудниками административно-технического и обслуживающего персонала Посольства Соединенных Штатов Америки в СССР, и членов их семей распространяются на основе взаимности привилегии и иммунитеты, предоставляемые вышеупомянутым Положением членам дипломатического персонала. Объем таможенных льгот для этих лиц определяется правилами, издаваемыми Министерством внешней торговли СССР.

Министерство ожидает от Посольства подтверждения, что в порядке взаимности на сотрудников административно-технического и обслуживающего персонала Посольства СССР в США и членов их семей распространяются привилегии и иммунитеты предоставляемые членам дипломатического персонала.

Москва, " 17 " октября 1967 года

В ПОСОЛЬСТВО
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ
г.Москва

TRANSLATION

No. 53/USAD

The Ministry of Foreign Affairs of the Union of Soviet Socialist Republics, referring to U.S. Embassy Note No. 1477 of May 10, 1967,[1] confirms that in accordance with the "Statute on Diplomatic and Consular Missions of Foreign States on the Territory of the Union of Soviet Socialist Republics", approved by the Decree of the Presidium of the Supreme Soviet of the USSR of May 23, 1966, citizens of the United States of America who are members of the administrative-technical and service staff of the Embassy of the United States of America in the USSR and members of their families are extended, on the basis of reciprocity, the privileges and immunities accorded by the above-mentioned Statute to members of the diplomatic staff. The extent of customs privileges for these persons is stipulated by regulations issued by the Ministry of Foreign Trade of the USSR.

The Ministry awaits confirmation from the Embassy that, on the basis of reciprocity, members of the administrative-technical and service staff of the Embassy of the USSR in the USA and members of their families are extended the privileges and immunities accorded to members of the diplomatic staff.

Moscow, October 17, 1967

[SEAL]

To the Embassy of the
United States of America
Moscow

[1] Not printed.

The American Embassy to the Soviet Ministry of Foreign Affairs

No. 1328

The Embassy of the United States of America refers to note No. 53/USA of the Ministry of Foreign Affairs, dated October 17, 1967, concerning the extension of diplomatic privileges and immunities to non-diplomatic personnel. The Embassy wishes to state that the non-diplomatic staff of the Embassy of the Union of Soviet Socialist Republics in the United States of America will be granted, on a basis of reciprocity, all of the privileges and immunities granted to diplomatic officers, except as certain state taxes and the District of Columbia gasoline tax may apply.

The Embassy affirms that this note and the Ministry's note of October 17, 1967, constitute an exchange of notes, and that an agreement enters into force henceforth.

EMBASSY OF THE UNITED STATES OF AMERICA,
MOSCOW, *March 1, 1968.*

UNION OF SOVIET SOCIALIST REPUBLICS

Establishment of a Joint Commercial Commission

Agreement done at Moscow May 26, 1972;
Entered into force May 26, 1972.
With terms of reference and rules of procedure
Signed at Moscow August 1, 1972.

Agreement on the Establishment of the Joint U.S.-U.S.S.R. Commercial Commission

COMMUNIQUE OF MAY 26, 1972

In order to promote the development of mutually beneficial commercial relations and related economic matters between the two countries, Soviet leaders and the President of the United States Richard M. Nixon have agreed to establish a U.S.-U.S.S.R. Commercial Commission.

The U.S.-U.S.S.R. Commission is to:

Negotiate:

—an overall trade agreement including reciprocal Most Favored Nation (MFN) treatment;

—arrangements for the reciprocal availability of government credits;

—provisions for the reciprocal establishment of business facilities to promote trade;

—an agreement establishing an arbitration mechanism for settling commercial disputes.

Study possible U.S.-U.S.S.R. participation in the development of resources and the manufacture and sale of raw materials and other products.

Monitor the spectrum of U.S.-U.S.S.R. commercial relations, identifying and, when possible, resolving issues that may be of interest to both parties such as patents and licensing.

Sessions of the Commission will be held alternately in Moscow and Washington. The first session of the Commission is to take place in Moscow in July of this year.

TIAS 8116

68-569 O - 76 - 9

TERMS OF REFERENCE AND RULES OF PROCEDURE
of the Joint US-USSR Commercial Commission

1. The Joint US-USSR Commercial Commission, established by the President of the United States of America and the Soviet leaders during their meetings in Moscow in May, 1972, is to promote the development of mutually beneficial commercial relations and related economic matters, and to work out specific arrangements, between the United States of America and the Union of Soviet Socialist Republics.

2. The Commission is to negotiate:

-- an overall trade agreement including reciprocal MFN treatment;

-- arrangements for the reciprocal availability of government credits;

-- provisions for the reciprocal establishment of business facilities to promote trade;

-- an agreement establishing an arbitration mechanism for settling commercial disputes.

3. In addition, the Commission is to:

-- study possible US-USSR participation in the development of natural resources and

the manufacture and sale of raw materials and other products;

-- monitor the spectrum of US-USSR commercial and economic relations, identifying and, when possible, resolving issues that may be of interest to both Parties.

4. The Commission consists of an American Section and a Soviet Section. The Parties shall advise each other in advance of the persons designated by them to participate at any meeting of the Commission.

5. The Commission shall hold meetings as mutually agreed by the Parties, but not less than once a year, alternately in Washington and Moscow. The Chairman of the Section of the host country shall preside over meetings of the Commission. Each Section may invite advisers and experts to participate at any meeting of the Commission.

6. The Parties shall, not later than one month prior to any meeting of the Commission, agree on an agenda for the meeting. The meeting shall consider matters included in this agenda, as well as further matters which may be added to the agenda by mutual agreement.

7. In order to fulfill its tasks the Commission may establish Joint Working Groups to consider specific matters. The Commission shall determine the assignments of such Joint Working Groups, which shall conduct their work in accordance with the instructions of the Commission.

8. The Commission shall work on the basis of the principle of mutual agreement. On matters as to which either Party advises that further approval of its Government is required, such Party shall inform the other Party when such approval has been obtained.

9. Any document mutually agreed upon during the work of the Commission shall be in the English and Russian languages, each language being equally authentic.

10. Each Section shall have an Executive Secretary who shall arrange the work of the respective Section of the Commission, coordinate the activities of the Joint Working Groups and perform other tasks of an organizational and administrative nature connected with the meetings of the Commission. The Executive Secretaries shall communicate with each other as necessary to perform their functions.

11. Expenses incidental to the meetings of the Commission and any Joint Working Group established by the Commission shall be borne by the host country.

Travel expenses from one country to the other, as well as the living and other personal expenses, of its representatives participating in the meetings of the Commission and any Joint Working Group established by the Commission shall be borne by the Party which sends such persons to represent it at such meetings.

Moscow, August /, 1972

Peter G. Peterson
Chairman, American Section
Joint US-USSR Commercial
Commission

Nikolai S. Patolichev
Chairman, Soviet Section
Joint US-USSR Commercial
Commission

П О Л О Ж Е Н И Е

о круге ведения и правилах процедуры совместной американо-советской Комиссии по вопросам торговли

I. Совместная американо-советская Комиссия по вопросам торговли, образованная Президентом Соединенных Штатов Америки и советскими руководителями во время их встречи в Москве в мае 1972 года, имеет целью содействие развитию взаимовыгодных отношений между Соединенными Штатами Америки и Союзом Советских Социалистических Республик в торговле и связанных с нею экономических областях и разработку конкретных мероприятий.

2. Комиссия будет вести переговоры по вопросам:

- общего торгового соглашения, включая взаимное предоставление режима наибольшего благоприятствования;

- соглашений о взаимном предоставлении государственных кредитов;

- взаимного предоставления возможностей для ведения коммерческой деятельности в целях содействия развитию торговли;

- соглашения о механизме разрешения торговых споров в арбитраже.

3. Комиссия будет, кроме того:

- изучать возможности американо- советского участия в разработке природных ресурсов, а также в производстве и сбыте сырья и другой продукции;

- рассматривать весь комплекс американо-советских торгово-экономических отношений, выявляя при этом и по возможности решая вопросы, которые могут представлять интерес для обеих Сторон.

4. Комиссия состоит из Американской и Советской Частей.

Стороны заблаговременно информируют друг друга о лицах, назначенных ими для участия в каждой сессии Комиссии.

5. Комиссия проводит свои сессии по согласованию Сторон, но не реже одного раза в год поочередно в Вашингтоне и Москве.

Председательствует на сессии Председатель той Части Комиссии, в стране которой проводится сессия. Для участия в работе любой сессии Комиссии каждая из Частей может приглашать советников и экспертов.

6. Стороны не позднее чем за месяц до предстоящей сессии Комиссии согласовывают повестку дня сессии. На сессии рассматриваются уже включенные в повестку дня вопросы, а также другие вопросы, которые могут быть с общего согласия внесены в повестку дня.

7. Для выполнения своих задач Комиссия может создавать смешанные рабочие группы для рассмотрения отдельных вопросов. Комиссия определяет задачи таких рабочих групп, которые будут проводить свою работу в соответствии с инструкциями Комиссии.

8. Комиссия работает на основе принципа взаимного согласия. По вопросам, решение которых по заявлению одной из Сторон требует последующего утверждения ее Правительством, каждая из Сторон информирует другую о таком утверждении.

9. Документы, согласованные в ходе работы Комиссии, составляются на английском и русском языках, причем тексты на обоих языках имеют одинаковую силу.

10. Каждая Часть Комиссии будет иметь своего Ответственного секретаря, который будет организовывать работу соответствующей Части Комиссии, координировать деятельность ее рабочих групп, а также выполнять другие задачи организационного и административного характера, связанные с проведением сессий Комиссии. Ответственные секретари поддерживают между собой связь, когда это требуется в целях осуществления ими своих функций.

11. Расходы по проведению сессий Комиссии и любой создаваемой Комиссией смешанной рабочей группы несет та страна, на территории которой проводится сессия. Издержки по переезду из одной страны в другую и расходы по содержанию участников сес-

сий Комиссии и любой создаваемой Комиссией смешанной рабочей группы несет Сторона, командирующая своих представителей на эти сессии.

Питер Г.Питерсон
Председатель Американской Части
Совместной американо-советской
Комиссии по вопросам торговли

Peter G Peterson

Н.С.Патоличев
Председатель Советской Части
Совместной американо-советской
Комиссии по вопросам торговли

Москва, I августа 1972 года

MULTILATERAL

Onchocerciasis Fund

Agreement done at Washington May 7, 1975;
Entered into force May 7, 1975.

Onchocerciasis Fund Agreement

DATED MAY 7, 1975

TIAS 8117

ONCHOCERCIASIS FUND AGREEMENT

AGREEMENT between the Governments of the KINGDOM OF BELGIUM, CANADA, the REPUBLIC OF FRANCE, the FEDERAL REPUBLIC OF GERMANY, JAPAN, KUWAIT, the KINGDOM OF THE NETHERLANDS, the UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND, the UNITED STATES OF AMERICA, the AFRICAN DEVELOPMENT BANK (AFDB), the INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the Bank), the INTERNATIONAL DEVELOPMENT ASSOCIATION (the Association), the UNITED NATIONS DEVELOPMENT PROGRAMME (UNDP) and the WORLD HEALTH ORGANIZATION (WHO).

WHEREAS (A) the Report of the Mission for Preparatory Assistance to the Governments of Dahomey, Ghana, Ivory Coast, Mali, Niger, Togo and Upper Volta (hereinafter referred to collectively as the Participating Governments) proposes a strategy for Onchocerciasis Control in the Volta River Basin Area and for the future economic development of reclaimed areas (hereinafter called the Programme);

(B) on November 1, 1973, the Participating Governments entered into an Agreement Governing the Operations of the Onchocerciasis Control Programme in the Volta River Basin Area (hereinafter called the Operational Agreement and attached as Annex II hereto) [1] to which WHO is also a Party and, pursuant to such Agreement, have endorsed the role of (i) the Bank to assist in finding external assistance to finance the cost of the Programme and (ii) WHO to act as the Executing Agency for the carrying out of the Programme;

(C) pursuant to the Onchocerciasis 1974 Fund Agreement, [2] certain governments and organizations parties thereto agreed to undertake certain obligations regarding the carrying out and the financing of operations relating to the Programme for the calendar year 1974;

(D) a plan of action for the years 1974-1979 of the Programme (hereinafter called the first stage of the Programme) has been prepared and is appended hereto as Annex I;

(E) pursuant to a Memorandum of Understanding dated February 11, 1975 (hereinafter called the Memorandum of Understanding, appended hereto as Annex III), [3] describing certain of the major features of the management structures for the Programme, certain governments and organizations (whose names are listed in Appendix I to the Memorandum of Understanding) have organized a group entitled the Joint Co-ordinating Committee;

[1] For text, see p. 1361.
[2] TIAS 7950; 25 UST 2855.
[3] For text, see p. 1382.
[Footnotes added by the Department of State.]

(F) each of the Governments party to this Agreement, the AFDB, the Bank and/or the Association and the UNDP have agreed to assist in the financing of the cost of the first stage of the Programme, at present evaluated at about fifty-four million dollars;

(G) (i) WHO has agreed to act as Executing Agency in carrying out the Programme; and (ii) the Bank has agreed to establish and administer an Onchocerciasis Fund consisting of the contributions of donor governments and institutions;

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I

Definitions

Section 1.01. Except where the context otherwise requires, the following terms have the following meanings wherever used in this Agreement:

(1) "Onchocerciasis 1974 Fund Agreement" means the agreement dated March 1, 1974 between the Governments of Canada, the Republic of France, the Kingdom of the Netherlands, the United Kingdom of Great Britain and Northern Ireland, the United States of America, the Bank, the Association, the UNDP and WHO, which agreement has been acceded to by the Federal Republic of Germany on August 14, 1974, the Republic of Iraq on October 4, 1974 and the Kingdom of Belgium on January 22, 1975.

(2) "Parties" means the Governments and institutions named in the Preamble to this Agreement and any other government or institution which shall become a party to this Agreement pursuant to Article X.

(3) "Contributing Parties" means those Parties who agree to make contributions to the Fund pursuant to this Agreement.

(4) "Fund" means the Onchocerciasis Fund established by this Agreement.

(5) "JCC" means the Joint Co-ordinating Committee constituted pursuant to the Memorandum of Understanding.

ARTICLE II

Establishment of the Onchocerciasis Fund

Section 2.01. There is hereby established the Onchocerciasis Fund, constituted by the monies which the Contributing Parties shall from time to time contribute to the Fund in accordance with the provisions of this Agreement,

together with any additions thereto and any other assets or receipts of the Fund, to be held in trust and administered by the Bank and used only for the purposes, and in accordance with the provisions, of this Agreement.

Section 2.02. The Fund and its assets and accounts shall be kept separate and apart from all other accounts and assets of the Bank and shall be separately designated in such appropriate manner as the Bank shall determine.

Section 2.03. The Bank shall exercise the same care in the administration and management of the Fund and in the discharge of its other functions under this Agreement as it exercises in respect of the administration and management of its own affairs.

ARTICLE III

Contributions to the Fund; Disbursements from the Account; Annual Report

Section 3.01. (a) Each of the Governments specified below and the Bank have paid to the Account opened by the Bank for the purposes of Onchocerciasis 1974 Fund Agreement the amount specified opposite its name below:

Belgium	BF	5,000,000
Canada	Can$	500,000
France	F	5,000,000
Federal Republic of Germany	DM	3,000,000
Iraq	US$	50,000
Netherlands	US$	1,000,000
United Kingdom	£	425,000
United States	US$	1,000,000
The Bank	US$	375,000
The Association	US$	375,000

(b) Any monies credited to the Account referred to in paragraph (a) of this Section and remaining undisbursed on the date of entry into force of this Agreement shall be credited to the Fund by the Bank.

Section 3.02. (a) The Federal Republic of Germany has obtained parliamentary approval to make additional contributions to the Fund and to pay, subject to possible adjustments pursuant to Section 3.03 of this Agreement, the following amounts in the years specified below, namely:

year 1975	DM	3,000,000
year 1976	DM	3,000,000
year 1977	DM	4,000,000

(b) The Republic of France has indicated that it is in a position to make a total contribution to the Fund of twenty-six million French Francs (F26,000,000) to meet the cost of the first stage of the Programme, i.e. approximately ten per cent (10%) of such cost.

(c) Canada has undertaken, subject to the annual approval of Parliament, to make a contribution to the Fund in the amount of three million Canadian dollars (CanS3,000,000) to meet the cost of expenditures for the carrying out of the first stage of the Programme.

(d) Kuwait has undertaken to make a contribution to the Fund in the amount of six million United States dollars (US$6,000,000) to meet the cost of expenditures for the carrying out of the first stage of the Programme.

(e) The Netherlands has undertaken, subject to parliamentary approval, to make a total contribution to the Fund in the amount of six million United States dollars (US$6,000,000) to meet the cost of expenditures for the carrying out of the first stage of the Programme.

(f) The United Kingdom has undertaken to make an additional contribution to the Fund in an amount which, when taken together with its previous contribution of £425,000, will correspond to two-fifteenths of the expenditures arising in the Programme in the year 1974 and one-tenth of those arising in the year 1975. The United Kingdom has also indicated that it will sympathetically consider making further contributions to the Fund in respect of costs during the first stage of the Programme.

(g) Subject to the approval of the Executive Directors of the Bank and/or the Association, the President of the Bank and the Association has undertaken

that the Bank and/or the Association make additional contributions to the Fund up to an amount corresponding to ten per cent (10%) of the cost of the first stage of the Programme.

(h) The AFDB has agreed to contribute to the Fund, by the way of grant, nine hundred thousand (900,000) units of account to meet expenditures for the carrying out of the first stage of the Programme.

(i) Each of the Contributing Parties specified below undertakes, subject to legislative approval or other action, to contribute to the Fund for the year 1975 the amount specified opposite its name below:

Belgium	BF	5,000,000
Japan	US$	500,000
United States	US$	1,000,000

(j) Each of the Contributing Parties specified in paragraph (i) of this Section will sympathetically consider making additional contributions to the Fund in each year of the Programme commencing January 1, 1976, all in accordance with the recommendations contained in the proposed plan of action and the estimated budget for each year prepared by WHO pursuant to Section 4.04 of this Agreement.

Section 3.03. (a) At the time of the annual meeting of the JCC or as soon as possible thereafter, an understanding shall be reached between the Bank and each Contributing Party on the amount, if any, expected to be contributed by it during the following year and on the time or times at which payment should be made, such understanding to be subject, as necessary, to the approval of the appropriate legislative authorities.

(b) The Bank may include in its estimates of the amounts required to be paid in any year pursuant to this Section such sums as it shall consider necessary or desirable to establish and maintain a reasonable reserve against an excess of actual expenditures over the estimates of such expenditures.

Section 3.04. The Contributing Parties agree to accept the Bank's decisions as to the estimated requirements of the Fund, and of the reserve required, for the purposes of this Agreement.

Section 3.05. (a) The Bank shall within 90 days after December 31, 1975 and each December 31 thereafter send to each of the Contributing Parties and to the Steering Committee a statement of contributions to, receipts of, and

disbursements from, the Fund. The Bank shall, as soon as possible thereafter, send to such Contributing Parties and to the Steering Committee a supplementary statement certified by the Bank's external auditors.

(b) The Bank shall, within 30 days after June 1, 1975 and each June 1 thereafter, send to each of the Contributing Parties and to the Steering Committee an interim statement of contributions to, receipts of, and disbursements from, the Fund.

Section 3.06. The Bank shall pay to, or on the order of, WHO out of the monies in the Fund amounts for payment to be made by WHO for the first stage of the Programme in accordance with the provisions of this Agreement.

Section 3.07. When WHO shall desire to withdraw any amount from the Fund, WHO shall deliver to the Bank a written application therefor. Except as the Bank and WHO shall otherwise agree, any such application shall be submitted on a quarterly basis on account of estimated payments to be made during the following quarter.

ARTICLE IV

Undertakings of WHO

Section 4.01. WHO shall continue to serve as Executing Agency for the Programme and in that capacity to carry out those functions described in the Operational Agreement.

Section 4.02. (a) Amounts disbursed from the Fund shall be used by WHO exclusively to finance the cost of goods and services required to carry out the first stage of the Programme.

(b) WHO shall furnish to the Bank all such information as the Bank shall reasonably request concerning the expenditure of the monies disbursed from the Fund.

Section 4.03. WHO shall not, in respect of any year of the first stage of the Programme, incur obligations against the Fund in excess of the amount of funds committed to the Fund.

Section 4.04. (a) WHO shall submit annually to the Steering Committee (i) a report containing appropriate information concerning the progress made in carrying out the first stage of the Programme and (ii) an estimated budget for the following year.

(b) The Steering Committee will review those documents in time to allow their distribution to all members of the JCC not less than 30 days before the date of the annual meeting of the JCC.

ARTICLE V

Undertaking of UNDP

Section 5.01. UNDP shall, subject to its internal policies, its procedures, the availability of funds and pursuant to an agreement to be concluded with the Participating Governments, provide and bear the cost of expenditures for training and chemotherapeutic research. UNDP's participation during the first three years of the Programme is at present set at one million two hundred thousand dollars (US$1,200,000).

ARTICLE VI

Consultation and Termination

Section 6.01. The following events are hereby specified as events for the purposes of Section 6.02 of this Agreement:

(a) WHO shall have determined that a situation exists which makes it improbable that the first stage of the Programme can be completed;

(b) the Bank shall have determined that the resources of the Fund are insufficient to meet the estimated cost of the first stage of the Programme; or

(c) WHO and/or the Bank shall have determined that circumstances have arisen which make it impossible, or impracticable, for WHO and/or the Bank to carry on their respective duties hereunder in an efficient manner.

Section 6.02. (a) If any of the events specified in Section 6.01 of this Agreement shall have happened, WHO and/or the Bank shall promptly notify the other Parties hereto and the Bank may by notice to said Parties suspend disbursements from the Fund in whole or in part, provided, however, that such suspension, if any, shall not apply to amounts relating to obligations theretofore incurred by WHO for the first stage of the Programme.

(b) The Parties hereto shall forthwith consult with one another concerning measures to be taken to correct the situation. A majority of the Contributing Parties shall have the power to decide that any suspension imposed by the Bank pursuant

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to subsection (a) of this Section 6.02 shall be removed. The Bank shall act in accordance with such decision; pending such decision the suspension shall continue.

(c) If (i) any of the events specified in Section 6.01(a) and (b) of this Agreement shall continue and a similar majority of the contributing Parties shall decide that it is not likely to be corrected; or (ii) WHO and/or the Bank, after consultation with the other Parties, shall decide that the circumstances specified in Section 6.01(c) of this Agreement are not likely to be corrected and shall so notify the other Parties, the obligations of (A) the Parties to make contributions to the Fund and (B) WHO and the Bank under this Agreement shall cease, subject: (i) in the case of the Bank to subsection (d) of this Section; and (ii) in the case of the Contributing Parties to pay their respective contributions to the Fund to the extent required to enable WHO to make payments on account of obligations theretofore incurred by WHO for the first stage of the Programme.

(d) The Bank, promptly after termination of its obligations pursuant to subsection (c) of this Section and after making provision for amounts to be paid by WHO on account of obligations theretofore incurred by WHO for the first stage of the Programme, shall transfer all monies and other assets then remaining in the Fund to such person or entity as the other Parties shall designate to the Bank for the purpose of this Section or, failing such designation within six months after the date of the Bank's notice, to the Contributing Parties in the manner prescribed in Section 6.04 of this Agreement.

Section 6.03. Subject to Section 6.04 hereof, this Agreement, unless sooner terminated pursuant to Section 6.02(c) hereof, shall terminate upon completion of the first stage of the Programme or upon disbursement from the Fund of all amounts required to meet payments to be made by WHO for the first stage of the Programme, whichever is earlier.

Section 6.04. If at termination any amounts shall remain in the Fund not required to meet payments to be made by WHO, the Bank shall, after consultation with the other Contributing Parties, determine the amounts, times, methods and currencies of payment.

ARTICLE VII

Additional Parties and Contributions

Section 7.01. Any government, institution or entity not a Party to this Agreement, may in accordance with such arrangements as shall be agreed with the Bank, become a Contributing Party upon deposit with the Bank of an instrument stating that it accepts all the provisions hereof and agrees to be bound thereby.

Section 7.02. The Bank may receive on behalf of the Fund from any government, institution or entity, whether or not a Party, amounts not provided for herein to be held and used as part of the Fund subject to the provisions hereof, in accordance with such arrangements, not inconsistent herewith, as the Bank may approve.

ARTICLE VIII

Notices and Requests

Section 8.01. Any notice or request required or permitted to be given or made under this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall be delivered by hand or by mail, telegram, cable, telex or radiogram to the Party to which it is required or permitted to be given or made at such Party's address specified in Section 8.02 or at such other address as such Party shall have designated by notice to the Party giving such notice or making such request.

Section 8.02. The following addresses are specified for the purposes of Section 8.01:

For the Governments of:

Kingdom of Belgium:

Administration Générale de la
Coopération au Développement
Pl. du Champ de Mars 5
1050 Bruxelles; Belgium

Canada:

Canadian International Development
Agency
122 Bank Street
Ottawa, Ontario
Canada K1 AOG4 Cable Address: CIDA

Republic of France:

Fonds d'Aide et de Coopération
Ministère de la Coopération
20, rue Monsieur
75700 Paris, France Cable Address: MINDELCOOP

Federal Republic of Germany:

Bundesministerium für Wirtschaftliche
Zusammenarbeit
D.O. 53 Bonn 12, Postfach 120322
Federal Republic of Germany Cable Address: BMZ

Japan:

Ministry of Foreign Affairs
Tokyo
Japan Cable Address: GAIMUDAIJIN

Kuwait:

Kuwait Development Fund
P.O. Box 2921
Kuwait, Kuwait Cable Address: ALSUNDUK

Kingdom of the Netherlands:

Ministry of Foreign Affairs
Lange Houtstraat, 27
The Hague
Netherlands

United Kingdom of Great Britain and
Northern Ireland:

Ministry of Overseas Development
Eland House, Stag Place
London SW1E 5DH
England Cable Address: MINISTRANT

United States of America:

United States Agency for
International Development
State Department
320 21st Street, N.W.
Washington, D.C. 20523
United States of America Cable Address: USAID

For the following organizations:

African Development Bank
P.O. Box 1387
Abidjan, Ivory Coast — Cable Address: AFDEV

International Bank for
Reconstruction and Development
1818 H Street, N.W.
Washington, D.C. 20433
United States of America — Cable Address: INTBAFRAD

International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America — Cable Address: INDEVAS

United Nations Development
Programme
866 United Nations Plaza
New York, New York 10017
United States of America — Cable Address: UNDEVPRO

World Health Organization
1211 Geneva 27
Switzerland — Cable Address: UNISANTE

ARTICLE IX

Inconsistency with the Other Agreements

Section 9.01. If any provision of this Agreement is inconsistent with a provision of any other Agreement relating to the Programme, the provision of this Agreement shall govern.

ARTICLE X

Signature and Entry into Force

Section 10.01. This Agreement shall remain open for signature and acceptance on behalf of all the Parties named in the Preamble to this Agreement until June 30, 1975, or such later date as may be fixed by the Bank by notice to the other said Parties.

Section 10.02. (a) This Agreement shall enter into force on the date when it shall have been signed without reservation as to the acceptance by not less than ten of the Parties named in the Preamble to this Agreement. The Bank shall, on such date, notify all the Parties named in such Preamble.

(b) This Agreement shall take effect in respect of any other Party named in the Preamble to this Agreement or any other Party, on: (i) the date on which each such Party shall sign it without reservation, or (ii) if such Party has signed it with reservation as to acceptance, on the date on which such Party shall have notified the Bank of its acceptance. The Bank shall promptly after such date notify each of the other Parties.

DONE at Washington, D.C., in two original copies, one in the English language and the other in the French language, both texts being equally authentic, to be deposited in the archives of the International Bank for Reconstruction and Development, which shall communicate certified copies thereof to each of the Parties signatory to this Agreement.

KINGDOM OF BELGIUM

By /s/ W. Van Cauwenberg
Authorized Representative

Dated May 7 , 1975

CANADA

By /s/ C. Isbister
Authorized Representative

Dated May 7 , 1975

REPUBLIC OF FRANCE

By /s/ J. Wahl
Authorized Representative

Dated May 7 , 1975

FEDERAL REPUBLIC OF GERMANY

With reservation as to the acceptance

By /s/ N. Hansen

Authorized Representative

Dated May 7 , 1975

JAPAN

By

Authorized Representative

Dated , 1975

KUWAIT

By /s/ J. Al-Hassani

Dated May 7 , 1975

KINGDOM OF THE NETHERLANDS

By

Authorized Representative

Dated , 1975

UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND

By /s/ R. Browning
Authorized Representative

Dated May 7, 1975

UNITED STATES OF AMERICA

By /s/ D. Parker
Authorized Representative

Dated May 7, 1975

AFRICAN DEVELOPMENT BANK

By
Authorized Representative

Dated , 1975

INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT

By /s/ R. S. McNamara
Authorized Representative

Dated May 7, 1975

INTERNATIONAL DEVELOPMENT ASSOCIATION

By /s/ R. S. McNamara
Authorized Representative

Dated May 7, 1975

UNITED NATIONS DEVELOPMENT PROGRAMME

By /s/ I. G. Patel
Authorized Representative

Dated May 7, 1975

WORLD HEALTH ORGANIZATION

By /s/ L. Bernard
Authorized Representative

Dated May 7, 1975

ANNEX I

Plan of Action

	Total (US$ equivalent)
Annual Costs	
Programme Headquarters	4,204,200
Vector Control Operations	27,976,700
Epidemiological Evaluation	2,621,800
Technical Support and Liaison:	
WHO HQ and regional office	3,516,300
FAO HQ and regional office	448,600
Research Contracts and Training	5,401,500
Total Annual Costs	44,169,100
Capital Items	
Buildings	1,420,000
Furniture	118,000
Vehicles	1,787,700
Technical Equipment	668,900
Total Capital Items	3,994,600
Sub-Total	48,163,700
Contingency	5,509,300
TOTAL	53,673,000

ANNEX II

AGREEMENT
GOVERNING THE OPERATIONS OF
THE ONCHOCERCIASIS CONTROL PROGRAMME
IN THE VOLTA RIVER BASIN AREA

The Governments of Dahomey, Ghana, Ivory Coast, Mali, Niger, Togo and Upper Volta, (hereinafter referred to collectively as "the Participating Governments") and the World Health Organization, (hereinafter referred to as "WHO");

Considering that onchocerciasis, through the eyesight disorders it causes and the impairment of the physical condition of its victims, is one of the chief obstacles to the settlement and exploitation of the uninhabited fertile valleys of the Volta River Basin area in the territories of the Participating Governments;

Considering the strategy proposed in the Report of the Preparatory Assistance Mission to the Participating Governments for a Programme of Onchocerciasis Control in the Volta River Basin area and to prepare the way for the economic development of the reclaimed areas;

Considering the findings and conclusions of the Inter-Governmental Meeting held at State House, Accra, Ghana, from 30 October to 1 November 1973;

HAVE AGREED to conclude the following Operational Agreement for an Onchocerciasis Control Programme in the Volta River Basin area.

PART I

INTRODUCTION AND PROGRAMME AREA

1. Introduction

The Onchocerciasis Control Programme in the Volta River Basin area, (hereinafter referred to as "the Programme"), is planned as a collaborative undertaking between the Participating Governments to be carried out with agencies of the United Nations System and the support of the international community.

The Programme will be executed through management structures proposed by the United Nations Development Programme (UNDP), the Food and Agriculture Organization of the United Nations (FAO), the International Bank for Reconstruction and Development (IBRD) and WHO (hereinafter referred to collectively as "the Sponsoring Agencies").

The Participating Governments undertake to provide the Programme with full support and, upon the withdrawal of international assistance at the conclusion of the Programme, to consolidate and maintain its achievements in the public health and socio-economic development sectors.

The overall strategy for the Programme is set out in the Report of the Preparatory Assistance Mission to Governments (PAG) which was implemented by WHO, in association with FAO, and financed by UNDP, from 1971 to 1973, following the request of the Participating Governments.

Within the context of the twenty year Programme which it fully supports and the estimated cost of which is about US$ 120 million, based on 1973 costings and exchange rates, IBRD has undertaken to use its best efforts to mobilize international resources in an amount estimated at about US$ 41 million to finance the initial six year phase.

WHO has agreed to execute the Programme, in co-operation with the Participating Governments and in association with UNDP and FAO, which Agencies will assist in preparing the ground for the subsequent economic development projects. The Sponsoring Agencies are concluding the necessary interagency coordination agreements for the Programme.

2. Programme Area

In order to ensure the protection of as large and homogeneous a zone as possible at reasonable cost, taking into account the economic development potential of the areas concerned, the prevalence and clinical severity of onchocerciasis and the long flight range of the vector, *Simulium damnosum*, the northern boundary of the Programme area is set as the northern limit of the distribution of the vector and the southern boundary as the Volta and Kossou lakes. The eastern and western boundaries are those of the catchment areas situated between these two parallels.

In the north-west the area begins where the river Niger enters Mali and in the north-east it ends where the same river leaves Dahomey and Niger. It comprises the basins of the following watercourses:

In Mali

- right-bank tributaries of the Niger: Fié, Sankarani, La Faya, etc.;
- Baoulé, Bagoé and Banifing as far as their confluence;
- tributaries of the Bani, but not the Bani itself.

In Upper Volta

- Black Volta, Red Volta, White Volta, Oti-Pendjari, Comoé-Léraba and their tributaries;
- tributaries of the Niger in Upper Volta.

In Ivory Coast

- tributaries of the Niger;
- White Bandama and its tributaries as far as Lake Kossou;
- Nzi as far as the Katiola-Dabakala road;
- Comoé and its tributaries north of the eighth parallel;
- Black Volta.

In Ghana

- Black Volta, Red Volta, White Volta, Daka, Oti, Mô and their tributaries as far as Lake Volta, excluding the right-bank tributaries of the Black Volta downstream from Bamboi.

In Togo

- Oti-Pendjari and its tributaries, as far as Lake Volta;
- Mô and its tributaries.

In Dahomey

- Oti-Pendjari and its tributaries;
- tributaries of the Niger.

In Niger

right-bank tributaries of the Niger.

PART II

PROGRAMME OBJECTIVES

The general objective of the Onchocerciasis Control Programme is to eliminate the disease as an obstacle to socio-economic development in the region concerned. More specifically, the objectives of the Programme will be as follows:

1. Immediate objectives

The immediate objectives of the Programme will be to interrupt transmission of the disease by eliminating the vector through periodic aerial applications of larvicides involving no risk of lasting contamination of the environment, to implement the applied research and training programmes required for pursuing the long-term objectives of the Programme and to help the Participating Governments in preparing requests to multilateral and bilatoral sources for the subsequent socio-economic development of the fertile areas freed from the disease.

The interruption of transmission of the disease will involve:

- organization of aerial larvicide applications;
- entomological surveillance of the treated areas;
- epidemiological evaluation of the results of the Programme;
- permanent monitoring of the long-term safety of the operations for the environment;
- preparation of treatment schedules for onchocerciasis patients, so that the parasite Onchocerca volvulus can be eliminated from subjects already infected and threatened with imminent blindness.

2. Long-term objectives

In the progressive elimination of the disease and the development of the reclaimed areas, the Programme will comprise applied research and manpower training components guaranteeing a high level of operational effectiveness and the training of the national personnel necessary for the proper execution of the Programme and the subsequent maintenance operations.

While covering the continuation of control operations against the vector, the Programme will provide for substantial development of activities in the field of onchocerciasis chemotherapy. The interruption of transmission of the disease, combined with the systematic treatment of inhabitants infested by the parasite will thus permit the development of the reclaimed fertile valleys while decreasing the recurrent cost of disease control to be borne by the Participating Governments.

The Programme will provide training for personnel at all levels in Simulium control, in the epidemiology and chemotherapy of the disease, in aerial treatment, and in environmental protection.

PART III

INSTITUTIONAL PROVISIONS AND ARRANGEMENTS

The arrangements set forth below and as outlined in the structural chart included as Figure 1 at the end of this Part will form the basis for the management of the Programme.

1. Consultation and Coordination

1.1 National Committees for Onchocerciasis

As the major coordinating element at government level, a National Onchocerciasis Committee will be set up in each country as soon as possible before May 1974, the date when the first entomological surveillance networks are due to start operating.

Each Committee, comprising qualified representatives of the main national services concerned, will be invested with authority enabling it to act at the highest level and to command appropriate resources for:

(a) coordinating the action of all national services involved in the Programme and in the subsequent economic development projects;

(b) ensuring liaison between the Government and Programme headquarters;

(c) preparing and organizing a large-scale campaign to inform the population of the existence, methods and aims of the Programme;

(d) preparing the legislation and regulations required for the smooth running of the Programme, settlement, plans, and the economic development projects;

(e) encouraging studies in preparation for the development of the reclaimed areas;

(f) taking all appropriate measures to ensure that the results achieved at the end of the Programme are maintained;

(g) providing liaison with the National Committees of the other countries concerned.

The Programme Director will be closely associated with the coordination of the work of the different National Onchocerciasis Committees. The local representatives of the Sponsoring Agencies may be associated with the work of the respective National Onchocerciasis Committees in an advisory capacity.

1.2 Co-operation and Consultation

Without prejudice to the arrangements referred to in paragraph 6 of this Part, consultations between the Participating Governments, the Sponsoring Agencies and such other parties as may be appropriate may be held at the request of any one of the signatories to this Agreement or at the request of the Steering Committee.

2. Steering Committee

The Steering Committee set up in April 1972 by the executive heads of UNDP, FAO, IBRD and WHO and composed of representatives of the executive heads of these four Sponsoring Agencies will continue to act as the organ for the guidance and co-ordination of action by the Sponsoring Agencies with respect to the Programme. Its duties will be inter alia, to study and approve the work plans and budgets prepared by the Executing Agency. It will supervise the implementation of the Programme and provide advice on its execution.

The Steering Committee will meet at least three times a year in the initial phase of the Programme.

In approving plans of work, the Steering Committee will take into account the recommendations of the Ecological Panel.

3. Ecological Panel

The Ecological Panel will comprise a small group of experts with wide experience in river basin ecology, the effects of development processes on river basins, in the epidemiology of diseases in river basins and the ecological effects of pesticides.

It will study the ecological problems connected with the Programme and with the associated economic development projects. It will propose to the Steering Committee such measures as may be needed to supplement the ecological studies undertaken under the Programme and will make recommendations to ensure effective protection of the environment.

4. Executing Agency

WHO, as the Executing Agency, will, in consultation with the Participating Governments, appoint a Programme Director and assign other international staff and other personnel to the Programme as specified in the plans of work. It will provide the Programme with permanent technical and administrative assistance, and will be responsible for the work plans and budgets and for the implementation of the Programme as approved by the Steering Committee.

The Executing Agency will be assisted in its work by a Scientific Advisory Panel.

5. UNDP and Associate Agencies

The UNDP, through FAO as Associate Agency or through other agencies or directly, will consider financing, with resources available in UNDP regional or national country programmes, complementary activities as may be requested by the Participating Governments in the field of economic development.

Within these arrangements and in close liaison with the National Onchocerciasis Committees, UNDP and the Associate Agencies will study the technical problems presented by the economic development of the areas that have been or are to be freed from the disease and will also give technical assistance to the Programme's Economic Development Unit.

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6. Special Fund for Onchocerciasis

The principal source of financing for the Programme as a whole is to consist of contributions by certain governments and institutions to an Onchocerciasis Fund, to be administered by IBRD under arrangements to be concluded between the governments and institutions concerned, and the Sponsoring Agencies.

7. Programme Director

The Programme Director will be responsible for field operations. He will be stationed at the headquarters of the Programme which will be situated at Ouagadougou, Upper Volta. He will receive permanent technical and administrative assistance from WHO (Regional Office for Africa and Headquarters) as Executing Agency, and from FAO, as Associate Agency.

Operational problems submitted to the Executing Agency by the National Onchocerciasis Committees will be channelled through the office of the Programme Director.

Within his own office there will be a unit responsible for external relations and information, and initially he will be assisted by the following specialized sections as well as by an Economic Development Unit.

7.1 Simulium Control Operations Section

This Section will plan, have carried out, and supervise the control operations against the vectors of onchocerciasis and will be responsible for studies on the protection of the environment. It will define the associated applied research and personnel training activities that are necessary for the effective implementation of these operations.

7.2 Epidemiology Section

The Onchocerciasis Epidemiology and Public Health Section will plan, have carried out, and supervise the epidemiological evaluation of the Programme and define the associated applied research and personnel training activities in connexion with the chemotherapy of onchocerciasis and the parasitological and clinical evaluation of the control operations. At the request of national authorities, this Section will define the specific health problems of the areas to be reclaimed and provide technical advice on the measures to be taken to provide effective medical protection for the populations to be settled there.

7.3 Administrative Section

The Administrative Support Services Section will provide the necessary administrative support for the implementation of the Programme in the field and will manage the joint technical and logistic services. In liaison with the appropriate services of the agencies sponsoring the Programme, this Section will prepare the documents concerning recruitment, supplies, and contractual services for the Programme or will provide the basic data so that these documents can be prepared.

8. Economic Development Unit

The Economic Development Unit will serve as the focal point for the exchange of information with respect to national actions in the developmental aspects of the programme, for which purpose it will maintain close liaison with the National Committees for Onchocerciasis. Subject to the arrangements referred to in paragraph 6 of this Part, the unit will assist the Programme Director in identifying economic development projects which might be the object of further study and consideration by the governments and institutions responsible for the financing and carrying out of the necessary pre-investment studies.

FIGURE 1

1 Agencies (UNDP, FAO, IBRD, WHO).
2 Including Applied Research and Training.
3 The main responsibility for these sectors remains with the national Governments which may request external assistance in the methodology and planning of activities and external funds for their financing.

ONCHOCERCIASIS CONTROL PROGRAMME IN THE VOLTA RIVER BASIN AREA : MANAGEMENT STRUCTURE

PART IV

PROGRAMME EXECUTION

The Programme will be launched in 1974 as a joint undertaking, the realization of which will require the full collaboration of each of the Participating Governments and of the agencies responsible for its execution and financing. The strategy as decribed in detail in the Report of the PAG Mission (Document OCP/73.1 dated 20 August 1973) and in the technical annexes to that report (Annexes V-2, V-3, V-4, V-5 and V-6) will serve as the strategy of the Programme, subject to such adaptations as may reveal themselves necessary in the light of operating experience.

Each of the Participating Governments concerned undertakes to give high priority throughout the duration of the Programme to onchocerciasis control and to the development and settlement of the reclaimed areas. The health services and the national and/or federal research institutes of these countries will contribute to the basic and applied research that is necessary for the proper execution of the Programme and will help to train the required numbers of national specialists.

Each of the Governments undertakes to cooperate unreservedly, with the Executing and Associate Agencies so that the Programme can be carried out under the optimum conditions.

1. Contributions of the Participating Governments

The specific contributions of each Participating Government, in cash and/or in kind, will be fixed by joint agreement between the Government and the Executing Agency in special protocols covering operations in each country. These protocols will constitute an integral part of this Agreement and be subject to its general provisions.

2. Phasing of operations

On account of the many problems of logistics, establishment of infrastructure and staff training that will arise from the start of the Programme, the introduction of vector control operations will be phased over a period of three years from 1974 to 1976. To ensure the continuity of the control operations, and at the same time to make use of the knowledge of the terrain already available, operations will start in 1974 in the area covered by the FED/OCCGE[1] onchocerciasis control campaign. The work will be scheduled in three main phases:

Phase I: will cover the basins of the Black Volta, the Comoé-Léraba, the Bandama and the Banifing, together with the isolated onchocerciasis focus of Bandiagara. The implementation of this phase will mean the immediate involvement of Ghana, Ivory Coast, Mali and Upper Volta.

[1] European Development Fund/Organization for Coordination and Cooperation in the Control of the Major Endemic Diseases.

Phase II: will commence in 1975 with control operations being extended to the basins of the Red Volta, the White Volta and the Daka, belonging to the Volta Basin proper.

Phase III: will commence in 1976 and will complete the coverage of the Programme area by incorporating the Oti-Pendjari and Mô basins, situated in Dahomey, Ghana and Togo, and the basins of the southern tributaries of the Niger, situated in Dahomey, Ivory Coast, Mali, Niger and Upper Volta. The experience obtained during the first two phases of the Programme will be used in solving problems that may arise on account of the uneven relief of the eastern part of this area and on account of the considerable flow of some of these rivers in the middle of the rainy season.

Vector control operations will be initiated at the end of the rainy season when there is a natural drop in the vector population.

3. Larvicidal treatment

Vector control will be based on the periodic application of insecticides, generally by air, immediately upstream from the larval breeding-places.

Aerial application of insecticides will require four to eight aircraft (fixed wing and helicopters), depending on the season, to cover the entire region once Phase III of the programme has started. The general treatment plan, specifying the daily task of each aircraft according to the day of the week and the season, will be adjusted to the meteorological and hydrological conditions on the basis of information obtained at each point in the area and transmitted by radio to the Programme headquarters.

The arrangements concerning treatment will be flexible. The central and northern parts of the Programme area, protected from reinfestation by the treatment of the region further south may require only sporadic treatment. The western and eastern boundaries and more particularly the southern part of the Programme area, may require continuous treatment. All unusual meteorological conditions will be followed by supplementary geographical investigations and, if necessary, additional treatment.

The flight range of the aircraft used, will enable the treatment teams during periodic maintenance operations, to use the existing facilities of well-equipped aerodromes. For daily maintenance operations, the teams will mainly use existing airstrips and it will only rarely be necessary to establish a new base of any size. The bases it is planned to use are shown in Table 1 at the end of this Part.

4. Entomological surveillance

Initially, the entomological surveillance network will comprise seven sectors, each entrusted to an entomologist, and 24 subsectors run by suitably trained technicians (Table 2, at the end of this Part). It will have a flexible structure that will be revised according to operational needs as the Programme progresses.

The network will come into action several months prior to the start of treatment operations in order to carry out a final investigation of the Programme area. The entomological surveillance teams will observe the density and distribution of the vector and will record data on the flow of watercourses harbouring the vector larvae. This information will be passed on to the Programme headquarters by the swiftest means, including radio.

During the operations, only larval breeding-places actually harbouring the vector will be treated.

During the first three years of the Programme the entomological surveillance network will be strengthened in order to provide a preliminary epidemiological assessment of the operations by determining, in representative sections of the area, the trends in residual transmission and the risks incurred by individuals settling in the uninhabited valleys.

5. Epidemiological assessment

The epidemiological assessment will be based on periodic examination of the inhabitants of some 150 indicator villages distributed throughout the Volta River Basin area in order to determine the parasitological and clinical changes occurring during the implementation of the Programme, both in the present inhabitants of the area and in new arrivals.

Standardized examination methods will be used during the initial surveys and after that surveys will be carried out every three years. This assessment will be carried out by two parasitologists and two ophthalmologists on a full-time basis.

6. Applied research

The continuity of the Programme operations and the continuous improvement of methodology will be ensured by an applied research programme, mainly covering the following points:

- vector biology and sampling of vector populations;
- development and evaluation of insecticides and formulations;
- specialized spraying equipment;
- protection of non-target fauna and the environment;
- epidemiology and chemotherapy of onchocerciasis.

Research involving human subjects carried out under the Programme will be designed, administered and operated in such a fashion that the rights of the subjects shall not be infringed, that their welfare shall be protected and that the potential benefits of such investigations shall justify whatever risks may be inherent in them.

7. Training

Training activities aimed both at solving the problems of recruitment at all levels and at ensuring the use of a standardized methodology throughout all studies and surveys will also form an important component of the Programme. They will take into account the need to

strengthen the staff by personnel originating from the Programme area so that such personnel can gradually take over the responsibility for surveys and operations and eventually the running of the Programme itself.

8. Scientific advisers

An Ecological Panel and a Scientific Advisory Panel, attached respectively to the Steering Committee and to the Executing Agency, will provide advice on the measures to be taken to ensure that the operations are fully effective and to guarantee satisfactory protection of the environment.

9. Distribution of activities and budget

Except in special cases, insecticide treatments, activities in applied research and the training of specialist staff will be carried out on a sub-contracting basis, while the Programme headquarters will assume direct responsibility for the activities of the entomological surveillance network and the epidemiological assessment teams. An indication of the estimated costs for each year and each major operating period is given in Table 3 at the end of this Part for the whole duration of the Programme, namely for the period 1974-1993.

10. Support of the Executing Agency and Associate Agency

The onchocerciasis control operations will receive the constant support of the Headquarters and Regional Office for Africa of WHO; assistance to Governments in preparing and presenting economic development projects will, within available resources, be provided by UNDP and FAO, in close collaboration with the Economic Development Unit of the Programme.

TABLE 1. TIMETABLE FOR PROVISION OF THE BUILDINGS AND MAJOR EQUIPMENT THAT WILL FORM THE SERVICE INFRASTRUCTURE FOR THE S. DAMNOSUM CONTROL CAMPAIGN IN THE VOLTA RIVER BASIN

Year	Sector store	Aircraft hangar	Fixed radio station*	Mobile radio station**	Field accommodation and field store	Field fuel store***	Mobile workshop for helicopters
1974	Bobo Dioulasso Tamale Korhogo	Bobo Dioulasso	Ouagadougou Bobo Dioulasso Korhogo Bouna Wa	Ouagadougou (2) Tamale Korhogo	Banfora Bondoukou Diébougou Koutiala Sikasso Wango Fitini		Bobo Dioulasso
1975	Ouagadougou	Tamale			Bolgatanga Mole Navrongo Wa	Boromo Bamboi Bouna Dabakala Yendi	
1976	Bamako Natitingou Niamey Sokodé	Bamako Sokodé	Bamako Natitingou Niamey Sokodé Dapango Kandi Pama Sikasso	Natitingou Sokodé	Arly Bougouni Boundiali Dapango Kandi Natitingou	Odienné Pankourou	Sokodé

* HF transmitter-receivers.

** HF and VHF transmitter-receivers.

*** Also insecticide store at Boromo.

* Fixed radio station at Ouagadougou with two operators.

TABLE 2. GEOGRAPHICAL LOCATION AND VOLUME OF ACTIVITY OF THE SECTORS AND SUB-SECTORS OF THE ENTOMOLOGICAL SURVEILLANCE NETWORK, WITH ANTICIPATED DATES OF THE START OF OPERATIONS AND PROBABLE DATES FOR THE REDUCTION AND/OR TRANSFER OF ACTIVITIES

Sector and sub-sectors	Number of teams (and location of the permanent centre if there is one)	Date operations are due to start	Dates for reduction and/or transfer of activities (if envisaged)	
BOBO-DIOULASSO	1	1.05.1974	-	1.01.1980
Bobo-Dioulasso	2	1.05.1974	1.01.1978	1,01.1980
Banfora	2	1.05.1974	1.01.1978	-
Diébougou	2	1.05.1974	1.01.1978	1.01.1980
KORHOGO	1	1.05.1974	-	-
Korhogo	2	1.05.1974	-	1.01.1980
Bouna	2	1.05.1974	-	1.01.1980
Dabakala	2	1.05.1974	-	1.01.1980
Odienné	2	1.05.1976	-	1.01.1980
TAMALE	1	1.05.1974	-	-
Wa	2	1.05.1974	1.01.1978	-
Tamale	2	1.05.1975	-	1.01.1980
Yendi	2	1.05.1975	-	1.01.1980
Bolgatanga	2	1.05.1975	1.01.1978	1.01.1980
OUAGADOUGOU	2	1.05.1975	-	-
Ouagadougou	2	1.05.1975	1.01.1978	1.01.1980
Léo	2	1.05.1975	1.01.1978	1.01.1980
Tenkodogo	1	1.05.1975	1.01.1978	-
Pama	1 + Arly	1.05.1976	1.01.1978	1.01.1980
Niamey	2 + La Tapoa	1.05.1976	1.01.1978	1.01.1980
BAMAKO	1	1.05.1976	-	1.01.1980
Sikasso	2	1.05.1974[a]	-	1.01.1980
Bamako	2	1.05.1976	1.01.1978	1.01.1980
Dougouni	2	1.05.1976	-	1.01.1980
Koutiala	1 + Bandiagara	1.05.1976	1.01.1978	-
SOKODE	1	1.05.1976	-	-
Sokodé	2	1.05.1976	-	1.01.1980
Dapango	2	1.05.1976	1.01.1978	1.01.1980
NATITINGOU	1	1.05.1976	-	1.01.1980
Natitingou	2	1.05.1976	-	1.01.1980
Kandi	2	1.05.1976	1.01.1978	1.01.1980

[a] From 1 May 1974 until 30 April 1976 the Sikasso Sub-sector will come under the Bobo-Dioulasso Sector.

TABLE 3. TOTAL ESTIMATED COST OF THE ONCHOCERCIASIS CONTROL PROGRAMME IN THE VOLTA RIVER BASIN AREA
(1000 US $ - EXCHANGE RATE AND COSTS AS OF 15 JUNE 1973)

Categories	1974	1975	1976	1977	1978	1979	1980-83	1984-93	1974-1979		1974-1993	
							m*	m*	Total	m*	Total	m*
Vector Control Operations												
Aerial treatments	716	713	1 318	1 927	1 273	1 273	1 273	1 273	7 222	1 204	25 044	1 252
Insecticide	125	497	931	1 217	1 037	1 037	1 037	1 037	4 844	807	19 362	968
Buildings & Furniture	330	264	473	74	74	74	74	74	1 289	215	2 325	116
Radiocommunications	140	46	162	48	48	48	48	48	492	82	1 164	58
Hydrological stations	22	43	65	-	-	-	-	-	130	22	130	7
Locally recruited staff	19	60	106	112	112	112	112	112	521	87	2 089	104
Total	1 352	1 625	3 055	3 378	2 544	2 544	2 544	2 544	14 498	2 416	50 114	2 505
Entomological Surveillance												
Buildings & Furniture	694	262	817	110	100	100	86	86	2 083	347	3 287	164
Equipment	319	163	312	200	137	137	137	137	1 268	211	3 186	159
Operating costs	113	241	414	449	349	349	359	359	1 915	319	6 941	347
Locally recruited staff	180	358	590	686	545	545	454	454	2 904	484	9 260	463
Total	1 306	1 024	2 133	1 445	1 131	1 131	1 036	1 036	8 170	1 361	22 674	1 133
Epidemiological Evaluation												
Buildings & Furniture	8	8	8	8	8	8	8	8	48	8	160	8
Equipment	49	14	14	14	14	14	14	14	119	20	315	16
Operating costs	62	62	62	62	62	62	62	62	372	62	1 240	62
International staff	298	298	298	218	218	218	218	218	1 548	258	4 600	230
Locally recruited staff	41	41	41	25	25	25	25	25	198	33	548	27
Total	458	423	423	327	327	327	327	327	2 285	381	6 863	343
Research & Training												
Vector control research	661	662	626	430	396	300	300	178	3 075	513	6 055	303
Chemotherapy research	52	355	373	373	373	373	186	93	1 899	317	3 573	179
Training	233	244	317	298	75	75	75	75	1 242	207	2 292	115
Total	946	1 261	1 316	1 001	844	748	561	346	6 216	1 036	11 920	595
Programme Headquarters												
Buildings & Furniture	60	38	38	38	38	38	38	38	250	42	782	39
Equipment	181	35	35	35	35	38	30	28	356	59	756	38
Operating costs	144	144	144	144	144	144	122	115	864	144	2 502	125
International staff	629	639	639	639	639	639	549	519	3 824	637	11 210	560
Locally recruited staff	102	102	102	102	102	102	86	82	612	102	1 776	89
Total	1 116	958	958	958	958	958	825	782	5 906	984	17 026	851
WHO Support	490	490	490	490	490	490	391	367	2 940	490	8 174	409
FAO Support**	125	125	165	165	165	165	165	165	910	152	3 220	161
TOTAL COST	5 793	5 906	8 540	7 464	6 459	6 363	5 849	5 567	40 928	6 821	119 991	5 999.7

* m = annual average.

** Including the Onchocerciasis Control Programme Economic Development Unit.

PART V

GENERAL PROVISIONS

1. Legal arrangements

Legal arrangements to cover the operations undertaken under the Programme will be governed by the provisions of the respective standard and basic agreements concluded between UNDP, WHO, FAO and any other associate agency and the Participating Governments.

Without restricting their generality, these agreements will cover the privileges and immunities of the agencies sponsoring the Programme, their staff, employees and sub-contractors when engaged in operations provided for in the Programme, and responsibility for loss, damage or injuries resulting from operations carried out under the Programme.

Nationals and permanent residents of the Participating Countries appointed by the Executing Agency to serve on the staff of the Programme will be employed in accordance with the Staff Regulations and Rules of the World Health Organization.

2. Sub-Contractors and their personnel

Sub-Contractors of the Executing Agency and the Associate Agency and their staff (except for nationals of the countries concerned employed on a local basis):

(a) will be immune from legal process in respect of all acts performed by them in their official capacity in the execution of the Programme;

(b) will be immune from national service obligations;

(c) will be immune together with their spouses and relatives dependent on them from immigration restrictions;

(d) will be accorded the privilege of bringing into the country reasonable amounts of foreign currency for the purposes of the project or for personal use of such personnel, and of withdrawing any such amounts brought into the country, or, in accordance with the relevant foreign exchange regulations, such amounts as may be earned therein by such personnel in the execution of the Programme;

(e) will be accorded together with their spouses and relatives dependent on them the same repatriation facilities in the event of international crises as diplomatic envoys.

All personnel of the Executing Agency's contractors will enjoy inviolability for all papers and documents relating to the project.

The Participating Governments will either exempt from, or bear the cost of any taxes, duties, fees or levies which they may impose on any foreign firm or organization which may be retained by the Executing Agency and on the foreign personnel of any such firm or organization in respect of:

(a) the salaries or wages earned by such personnel in the execution of the Programme;

(b) any equipment, materials and supplies brought into the country for the purposes of the Programme or which, after having been brought into the country, may be subsequently withdrawn therefrom;

(c) any substantial quantities of equipment, materials and supplies obtained locally for the execution of the Programme, such as, for example, petrol and spare parts for the operation and maintenance of equipment mentioned under (b) above, with the provision that the types and approximate quantities to be exempted and relevant procedures to be followed will be agreed upon with the Participating Governments and, as appropriate, recorded in the annual and general plans of action; and

(d) as in the case of concessions currently granted to the personnel of the Sponsoring Agencies, any property brought, including one privately owned automobile per employee, by the firm or organization or its personnel for their personal use or consumption or which after having been brought into the country, may subsequently be withdrawn therefrom upon departure of such personnel.

The privileges and immunities to which such firm or organization and its personnel may be entitled, referred to in the paragraphs above, may be waived by the Executing Agency where, in its opinion, the immunity would impede the course of justice and can be waived without prejudice to the successful completion of the Programme or to the interest of the Executing Agency.

The Executing Agency shall provide the Participating Governments with the list of personnel to whom the privileges and immunities enumerated above shall apply.

3. Customs and tax exemption

The Participating Governments will waive or defray any customs duties and other charges related to the clearance of the equipment and supplies including spare parts, fuel, lubricants, insecticides, imported for the purposes of the Programme.

4. Documentation, technical information and reports

Subject to security regulations in force, the Participating Governments will provide access to all technical reports, maps, files and other items of information, whether published or not, that may be regarded as necessary for the execution of the Programme.

The Participating Governments will provide the Programme free of charge, by the swiftest means, with the meteorological and hydrological information needed for the proper execution of the operations.

The Steering Committee will institute a schedule for adequate reporting by the Executing Agency and other organs participating in the Programme.

5. Overflight and landing rights

Each Participating Government will take the necessary steps to facilitate the crossing of borders by the Programme's aircraft on flights from or to adjacent countries, it being understood that full flight plan information will be made available by the Programme to the National Civil Aviation Authorities involved. Similarly, the crossing of borders by ground teams will be facilitated by each Participating Government.

6. Assistance from aviation services

The Participating Governments will make the necessary arrangements to ensure that the aircraft used by the Programme can receive assistance from the national civil (and possibly military) aviation services and use the corresponding infrastructure free of charge.

7. Telecommunications network

The Participating Governments agree that an intercountry telecommunications network for the Programme may be established by the Executing Agency as Operating Agency for this purpose. The Governments, having reached agreement on the frequencies that may be allocated to the Programme for this network, will authorize the Executing Agency to use them continuously for its technical requirements within the Programme area.

8. Sites and constructions

The Participating Governments will make available to the Programme, for the whole period of its execution, the land needed for constructions required by the Programme, where such constructions do not exist and cannot be provided by the national authorities.

9. Water, electricity, postal services and telecommunications

The Participating Governments will ensure that the headquarters, sectors and subsectors of the Programme are supplied where available with water and electricity and with telephone and telegraph services within their territories.

10. Disposition of equipment and supplies

All material, equipment and supplies which are purchased from the resources of the Programme will be used exclusively for the execution of the project, and will remain the property of the Programme in whose name it will be held by the Executing Agency.

Arrangements may be made, if necessary, for a temporary transfer of custody of equipment to local authorities during the lifetime of the Programme, without prejudice to the final transfer.

Prior to the completion of the Programme, the Participating Governments and the Executing Agency will consult as to the disposition of all project equipment provided by the Programme. Title to such equipment will normally be transferred to the Participating Governments or to entities nominated by them, when it is required for continued operation of the Programme or for activities following directly therefrom. The Executing Agency may, however, at its discretion, retain title to part or all of such equipment.

PART VI

FINAL PROVISIONS

1. This Agreement will come into effect upon signature by the parties and will remain in effect until the international assistance to the Programme is withdrawn, including such period of times as may be necessary for winding up arrangements.

2. This Agreement may be modified at any time by mutual consent of the parties.

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

DONE in eight copies each in the English and French languages at Accra on 1 November 1973, the text in both languages being equally authentic.

For the Government of Dahomey	..... Captain Djibril Moriba Minister of Public Health and Social Affairs
For the Government of Ghana	..... Major A. H. Selormey Commissioner for Health
For the Government of the Ivory Coast	..... Professor H. Ayé Minister of Public Health and Population
For the Government of Mali	..... Mr Aly Cissé Minister of Public Health and Social Affairs
For the Government of Niger	..... Dr Amadou Mossi Minister of Public Health
For the Government of Togo	..... Dr C. Quadjovie Director-General of Health
For the Government of Upper Volta	..... Dr Ali Barraud Minister of Public Health and Population
For the World Health Organization	..... Dr A. Quenum Regional Director for Africa

Certified true copy

ANNEX III

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding describes certain of the major features of the management structures for the Onchocerciasis Control Programme in the Volta River Basin Area (hereinafter called "the Programme"). The Governments and Organizations whose names are listed in Appendix 1 hereto have decided, at the Meeting held in Paris on 26-27 June 1974, to constitute a Joint Co-ordinating Committee (hereinafter called "the JCC") together with other bodies referred to below and outlined in the chart in Appendix 2 hereto and to that end hereby agree as follows:

A. *Definitions*

1. "Contributing Parties" means the Governments and Organizations which have contributed, or made a commitment to contribute, to the Onchocerciasis Fund (hereinafter called the Fund) administered by the International Bank for Reconstruction and Development (hereinafter called the Bank).

2. "Operational Agreement" means the Agreement dated November 1, 1973, governing the operations of the Onchocerciasis Control Programme in the Volta River Basin Area.

3. "Participating Governments" means the Governments of Dahomey, Ghana, Ivory Coast, Mali, Niger, Togo and Upper Volta.

4. "Sponsoring Agencies" means FAO, UNDP, WHO and the Bank.

B. *The Joint Co-ordinating Committee*

1. The JCC, consisting of representatives of the seven Participating Governments, of all Contributing Parties and of the four Sponsoring Agencies shall have the following functions, namely to:

(i) exercise general supervision over the policies to be adopted in the planning of the Programme and over its execution, and to that effect keep itself abreast of all aspects of the development of the Programme and consider reports submitted to it by the Steering Committee;

(ii) review the proposed plan of action and the budget for the coming year of the Programme prepared by WHO and the

estimate prepared by the Bank of contributions and disbursements to be made to, and from, the Fund in that year; and

(iii) consider such other matters relating to the carrying out and the financing of the Programme as may be referred to the Chairman of the JCC by any member thereof.

2. (i) The JCC shall be presided over by an independent Chairman whom the JCC shall select for his recognized experience in international affairs and the qualities of skill, diplomacy and technical expertise indispensable for him to deal with the issues arising in the development of the Programme.

(ii) The Chairman shall be employed under a contract with WHO the terms and conditions of which shall be determined in consultation with the Bank. His term of office should normally be for three years, without prejudice to reappointment. WHO shall be authorized by the Bank to withdraw from the Fund amounts relating to the remuneration of the Chairman and expenses incurred by him in the discharge of his duties.

(iii) The Chairman shall have as his main functions:

(a) to call a meeting of the JCC once a year or at any time during the year if so requested by not less than half of either the Contributing Parties or Participating Governments;

(b) to preside over the meetings of the JCC;

(c) to undertake such additional duties as he may be requested to perform by the JCC; and

(d) to undertake such functions in relation to the development of the Programme as may be requested by any of the Sponsoring Agencies.

3. The Bank and WHO shall jointly provide the secretariat of the JCC pursuant to arrangements to be agreed between them.

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4. (i) The JCC shall reach its conclusions by consensus.

(ii) Each member of the JCC shall make arrangements to cover the expenses incurred by its representatives in attending meetings of the JCC. Other expenses of the JCC shall, subject to the recommendation of the Chairman of the JCC and the approval of the Steering Committee, be charged to and paid out of the Fund.

C. *The Steering Committee*

1. The Steering Committee set up in April 1972 by the Executive Heads of the Sponsoring Agencies and composed of their respective representatives shall continue to act as the organ for co-ordination among the Sponsoring Agencies.

2. The Steering Committee shall, *inter alia*, have the following functions, namely to:

(i) take cognizance of the reports submitted to WHO by the Scientific and Technical Advisory Committee (STAC) as well as reports by any of the Sponsoring Agencies, the Economic Development Advisory Panel (EDAP) and the Ecological Panel (EP), make the necessary observations thereon and transmit these with comments as appropriate to the JCC;

(ii) study particular aspects of the Programme which may be referred to it by the JCC or any of the Sponsoring Agencies; and

(iii) determine the membership of the Ecological Panel referred to in Part III(3) of the Operational Agreement.

3. (i) The Steering Committee shall meet at least three times a year. It may also be convened at the request of any of its members.

(ii) The Steering Committee shall take its decisions by consensus. It shall adopt its own rules of procedure.

(iii) Each Sponsoring Agency shall bear the cost of expenses incurred by its representative to the Steering Committee in attending meetings of the Steering Committee.

D. *Scientific Advisory Panel (SAP) and Scientific and Technical Advisory Committee (STAC)*

1. WHO shall establish a Scientific Advisory Panel comprising scientists in disciplines connected with the Programme who may be called upon as necessary to advise on scientific and technical matters related to the Onchocerciasis Control Programme.

2. To provide the JCC with a continuous independent evaluation of the technical aspects of the Programme, WHO shall further establish a Scientific and Technical Advisory Committee composed of twelve members selected from the Scientific Advisory Panel, due regard being paid to the concerns of the JCC and the importance of assuring for the Committee a broad representation of disciplines connected with the Programme as well as ensuring a balanced geographical distribution.

3. (i) Members of the STAC shall serve for a period of two years, without prejudice to reappointment.

(ii) The STAC shall elect a chairman from its members at each session, without prejudice to reelection.

(iii) WHO shall provide the secretariat of the STAC.

(iv) Costs of the STAC shall be borne by the Fund.

4. (i) The STAC shall meet twice a year. Additional meetings may be called by WHO in consultation with the Chairman of the STAC.

(ii) WHO shall make such arrangements as shall be appropriate or necessary for visits by members of the STAC to the Programme area.

(iii) After reviewing all technical and scientific aspects of the Programme, including the reports of its own field missions, the STAC shall prepare an annual report for the JCC containing its findings and recommendations. The report shall be initially submitted to WHO, which will forward it, with its comments thereon, to the Steering Committee. The Steering Committee shall transmit the report, with its observations, to the JCC not less than forty-five days before the JCC's annual meeting.

(iv) The Chairman of the STAC, or in his absence a member of the STAC deputed to act for him, shall attend all meetings of the JCC.

E. *Economic Development Advisory Panel (EDAP)*

1. In order to assure the continuous review of information relating to the economic development aspects of the Programme, the Steering Committee has agreed to establish an Economic Development Advisory Panel composed of a number of economists and specialists in agriculture and rural development, with special experience in economic development in Western Africa and familiar with social conditions in the area. To that end, the Bank, after taking into account the views of the JCC and in consultation with the other Sponsoring Agencies, shall select the members of the Panel.

2. The EDAP shall advise the JCC, through the Steering Committee, on the economic and social aspects of development in the areas affected by the Programme. Particular emphasis will be given to: (a) studying plans for the resettlement of cleared areas both ex-ante and ex-post; (b) ensuring that the most cost-effective methods of conducting the Programme are being followed; (c) advising on the establishment of suitable appraisal and evaluation studies to monitor the impact of the Programme; and (d) helping to identify the needs for further external assistance towards the development of the cleared areas.

3. (i) Members of the EDAP shall serve for a period of one year, without prejudice to reappointment.

(ii) The Chairman of the EDAP shall be appointed by the Bank, after consultation with the other Sponsoring Agencies. The Chairman shall serve initially for a period of one year without prejudice to reappointment.

(iii) The Bank shall provide the secretariat of the EDAP.

(iv) Expenses incurred by the EDAP shall be borne by the Sponsoring Agencies pursuant to arrangements between them.

4. (i) The EDAP shall meet twice a year. Additional meetings shall be subject to agreement between the EDAP and the Bank.

(ii) The EDAP shall submit to the Bank an annual report containing its findings and recommendations. Such report shall be forwarded by the Bank, with its comments thereon, to the Steering Committee. The Steering Committee shall transmit the report, with its observations, to the JCC not less than thirty days before the JCC's annual meeting.

F. *Accession*

Any government, institution or entity may, upon becoming a Contributing Party, accede to this Memorandum of Understanding by sending notice in writing to the Chairman of the JCC.

G. *Inconsistency with other Agreements*

If any provision of this Memorandum of Understanding is inconsistent with a provision of any Agreement heretofore entered into relating to the Programme, the provision of this Memorandum of Understanding shall govern.

February 11, 1975

APPENDIX 1

Members of the Joint Co-ordinating Committee

Participating Governments

- Dahomey
- Ghana
- Ivory Coast
- Mali
- Niger
- Togo
- Upper Volta

Contributing Parties and Sponsoring Agencies

- African Development Bank
- Belgium
- Canada
- France
- Federal Republic of Germany
- Food and Agriculture Organization of the United Nations
- International Bank for Reconstruction and Development
- International Development Association
- Japan
- Kuwait
- Netherlands
- United Kingdom
- United Nations Development Programme
- United States
- World Health Organization

APPENDIX 2
Organizational Chart

ONCHOCERCIASIS CONTROL PROGRAM IN THE VOLTA RIVER BASIN AREA: MANAGEMENT STRUCTURE

Accord Portant Création d'un Fonds pour la lutte contre l'Onchocercose

EN DATE DU 7 MAI 1975

TIAS 8117

ACCORD
PORTANT CREATION D'UN FONDS
POUR LA LUTTE CONTRE L'ONCHOCERCOSE

ACCORD, entre les Gouvernements de la REPUBLIQUE FEDERALE D'ALLEMAGNE, du ROYAUME DE BELGIQUE, du CANADA, des ETATS-UNIS D'AMERIQUE, de la REPUBLIQUE FRANCAISE, du JAPON, du KOWEIT, du ROYAUME DES PAYS-BAS, du ROYAUME-UNI DE GRANDE BRETAGNE ET D'IRLANDE DU NORD, la BANQUE AFRICAINE DE DEVELOPPEMENT (BAD), la BANQUE INTERNATIONALE POUR LA RECONSTRUCTION ET LE DEVELOPPEMENT (la Banque), l'ASSOCIATION INTERNATIONALE DE DEVELOPPEMENT (l'Association), le PROGRAMME DES NATIONS UNIES POUR LE DEVELOPPEMENT (PNUD) et l'ORGANISATION MONDIALE DE LA SANTE (OMS).

ATTENDU QUE A) le Rapport de la Mission d'assistance préparatoire aux Gouvernements de la Côte d'Ivoire, du Dahomey, du Ghana, de la Haute-Volta, du Mali, du Niger et du Togo (ci-après dénommés collectivement les Gouvernements participants) propose que soit adoptée une stratégie de lutte contre l'onchocercose dans la région du bassin de la Volta et de mise en valeur ultérieure des terres assainies (ci-après dénommée le Programme);

B) les Gouvernements participants ont conclu le 1er novembre 1973 un Accord-cadre pour le Programme de lutte contre l'onchocercose dans la région du bassin de la Volta (ci-après dénommé l'Accord-cadre et joint en Annexe II au présent Accord), accord auquel l'OMS est aussi Partie et, en vertu dudit Accord-cadre, chargent i) la Banque de les aider à mobiliser l'aide extérieure nécessaire pour financer le coût du Programme et ii) l'OMS de jouer le rôle d'Agence chargée de l'exécution du Programme;

C) en vertu de l'Accord portant création pour 1974 d'un Fonds pour la lutte contre l'onchocercose, certains gouvernements et certaines organisations parties audit Accord ont accepté d'assumer certaines obligations concernant l'exécution et le financement des opérations afférentes au Programme pour l'année civile 1974;

D) un plan d'action portant sur les années 1974-1979 du Programme (ci-après dénommé la première tranche du Programme) a été établi et est joint en Annexe I au présent Accord;

E) conformément aux dispositions du Protocole d'Accord en date du 11 février 1975 (ci-après dénommé le Protocole d'Accord et joint en Annexe III au présent Accord) décrivant certaines des principales caractéristiques des structures de gestion afférentes au

Programme, certains gouvernements et organismes (dont les noms figurent en Annexe I au Protocole d'Accord) ont constitué un groupe qui porte le nom de Comité Conjoint de Coordination;

F) chacun des gouvernements parties au présent Accord, la BAD, la Banque et/ou l'Association, et le PNUD ont accepté d'apporter leur concours financier pour couvrir le coût de la première tranche du Programme, évalué actuellement à environ cinquante-quatre millions de dollars;

G) i) L'OMS a accepté d'être l'Agence chargée de l'exécution du Programme et ii) la Banque a accepté de créer et de gérer un Fonds pour la lutte contre l'onchocercose alimenté par les contributions des gouvernements et des organismes donateurs;

PAR CES MOTIFS, les parties au présent Accord sont convenues de ce qui suit:

ARTICLE PREMIER

Définitions

Section 1.01. A moins que le contexte ne requière une interprétation différente, les termes, expressions et sigles ci-après ont, chaque fois qu'ils sont utilisés dans le présent Accord, les significations suivantes:

1) L'expression "Accord portant création pour 1974 d'un Fonds pour la lutte contre l'onchocercose" désigne l'Accord en date du 1er mars 1974 conclu entre les gouvernements du Canada, des Etats-Unis d'Amérique, de la République Française, du Royaume des Pays-Bas, du Royaume-Uni de Grande Bretagne et d'Irlande du Nord, la Banque, l'Association, le PNUD et l'OMS, auquel ont adhéré la République Fédérale d'Allemagne le 14 août 1974, la République d'Irak le 4 octobre 1974 et le Royaume de Belgique le 22 janvier 1975.

2) Le terme "Parties" désigne les gouvernements et les institutions énumérés dans le Préambule au présent Accord et tout autre gouvernement ou institution qui deviendra partie au présent Accord en application de l'Article X.

3) L'expression "Parties contribuantes" désigne les Parties qui acceptent d'effectuer des contributions au Fonds en vertu du présent Accord.

4) Le terme "Fonds" désigne le Fonds pour la lutte contre l'onchocercose créé par le présent Accord.

5) Le sigle "CCC" désigne le Comité Conjoint de Coordination institué en vertu du Protocole d'Accord.

ARTICLE II

Création du Fonds pour la lutte contre l'Onchocercose

Section 2.01. Il est créé par les présentes le Fonds pour la lutte contre l'onchocercose constitué des sommes que les Parties contribuantes fournissent lorsqu'il y a lieu au titre des contributions au Fonds conformément aux dispositions du présent Accord, ainsi que de tous montants complémentaires qui seront versés au Fonds et de tous autres actifs ou recettes du Fonds, dont la garde et la gestion sont confiées a la Banque et qui ne sont utilisés qu'aux fins du présent Accord et conformément à ses dispositions.

Section 2.02. Le Fonds, ses avoirs et ses comptes sont détenus séparément et distinctement de tous les autres comptes et avoirs de la Banque et sont désignés de façon distincte sous une appellation appropriée qu'il appartient à la Banque de déterminer.

Section 2.03. La Banque apporte le même soin à l'administration et à la gestion du Fonds et dans l'accomplissement de ses autres fonctions en vertu du présent Accord que s'il s'agissait de l'administration et de la gestion de ses propres affaires.

ARTICLE III

Contributions versées au Fonds; Décaissements des sommes inscrites au Compte; Rapport annuel

Section 3.01. (a) Chacun des Gouvernements désignés ci-après et la Banque ont versé au Compte ouvert par la Banque aux fins de l'Accord portant création pour 1974 d'un Fonds pour la lutte contre l'onchocercose, le montant spécifié ci-dessous en regard de son nom:

République fédérale d'Allemagne	DM	3.000.000
Belgique	FB	5.000.000
Canada	$Can	500.000
Etats-Unis	$EU	1.000.000
France	F	5.000.000
Irak	$EU	50.000
Pays-Bas	$EU	1.000.000
Royaume-Uni	£	425.000
La Banque	$EU	375.000
L'Association	$EU	375.000

(b) Toutes sommes créditées au Compte visé au paragraphe (a) de la présente Section et qui n'ont pas encore été décaissées à la date d'entrée en vigueur du présent Accord sont créditées au Fonds par la Banque.

Section 3.02. (a) La République fédérale d'Allemagne a obtenu l'approbation de son parlement pour effectuer des contributions complémentaires au Fonds et pour verser, sous réserve des ajustements éventuels prévus à la Section 3.03 du présent Accord, les montants suivants au cours des années indiquées ci-dessous, à savoir:

1975	DM	3.000.000
1976	DM	3.000.000
1977	DM	4.000.000

(b) La République française a précisé qu'elle est en mesure de porter sa contribution au Fonds à vingt-six millions de francs (F.26.000.000) au titre de la première tranche du Programme, soit sensiblement dix pour cent (10%) du coût de ladite tranche.

(c) Le Canada s'est engagé, sous réserve de l'approbation annuelle du parlement, à verser une contribution au Fonds d'un montant de trois millions de dollars canadiens ($Can. 3.000.000) pour couvrir les dépenses effectuées en vue de la réalisation de la première tranche du Programme.

(d) Le Koweït s'est engagé à verser une contribution au Fonds d'un montant de six millions de dollars EU ($EU 6.000.000) pour couvrir les dépenses effectuées en vue de la réalisation de la première tranche du Programme.

(e) Les Pays-Bas se sont engagés, sous réserve de l'approbation du parlement, à verser une contribution totale au Fonds d'un montant de six millions de dollars des Etats-Unis ($EU 6.000.000) pour couvrir les dépenses effectuées en vue de la réalisation de la première tranche du Programme.

(f) Le Royaume-Uni s'est engagé à verser une contribution complémentaire au Fonds d'un montant qui, ajouté à sa contribution précédente de 425.000 livres, correspondra aux deux quinzièmes des dépenses effectuées au titre du Programme au cours de l'année 1974 et au dixième des dépenses effectuées pendant l'année 1975. Le Royaume-Uni a également précisé qu'il envisagera avec une bienveillante attention le versement de contributions supplémentaires au Fonds au titre des dépenses effectuées pendant la première tranche du Programme.

(g) Sous réserve de l'approbation des Administrateurs de la Banque et/ou de l'Association, le Président de la Banque et de l'Association s'est engagé à ce que la Banque et/ou l'Association effectuent des contributions complémentaires au Fonds jusqu'à concurrence d'un montant correspondant à dix pour cent (10%) du coût de la première tranche du Programme.

(h) La BAD a accepté de verser au Fonds, à titre de don, une contribution de neuf cent mille (900.000) unités de compte pour couvrir les dépenses effectuées en vue de la réalisation de la première tranche du Programme.

(i) Chacune des Parties contribuantes désignées ci-après s'engage, sous réserve d'approbation législative ou de toute autre mesure, à verser au Fonds pour l'année 1975 le montant spécifié ci-dessous en regard de son nom:

Belgique	FB	5.000.000
Etats-Unis	$EU	1.000.000
Japon	$EU	500.000

(j) Chacune des Parties contribuantes désignées au paragraphe (i) de la présente Section est disposée à envisager avec une bienveillante attention le versement de contributions supplémentaires au Fonds au cours de chaque année du Programme à compter du 1er janvier 1976, conformément aux recommandations formulées dans le plan d'action proposé et le budget prévisionnel pour chacune de ces années établi par l'OMS en application des dispositions de la Section 4.04 du présent Accord.

Section 3.03. (a) Lors de la réunion annuelle du CCC, ou aussitôt que possible par la suite, un accord devra intervenir entre la Banque et chacune des Parties contribuantes au sujet du montant de sa contribution, s'il y a lieu, dont le versement est escompté pendant l'année suivante et au sujet de la date ou des dates auxquelles le paiement devra être effectué; cet accord sera soumis, s'il y a lieu, à l'approbation des autorités législatives compétentes.

(b) La Banque peut inclure, dans ses estimations des montants qui doivent être versés au cours d'une année quelconque en vertu de la présente section, toutes sommes qu'elle juge nécessaires ou souhaitables pour constituer et maintenir une réserve raisonnable pour faire face à tout excédent de dépenses effectivement engagées par rapport aux estimations de ces dépenses.

Section 3.04. Les Parties contribuantes conviennent d'accepter les décisions de la Banque concernant les besoins estimatifs du Fonds, de même qu'en ce qui concerne la réserve requise, aux fins du présent Accord.

Section 3.05. a) Dans les 90 jours qui suivront le 31 décembre 1975 et le 31 décembre de chaque année par la suite, la Banque envoie à chacune des Parties contribuantes et au Comité d'orientation un relevé des contributions et des recettes créditées au Fonds ainsi que des sommes décaissées sur le Fonds. La Banque envoie aussitôt que possible par la suite auxdites Parties contribuantes et au Comité d'orientation un relevé supplémentaire certifié par les réviseurs comptables de la Banque.

(b) Dans les 30 jours qui suivront le 1er juin 1975 et le 1er juin chaque année par la suite, la Banque envoie à chacune des Parties contribuantes ainsi qu'au Comité d'orientation un relevé intérimaire des contributions et des recettes créditées au Fonds ainsi que des sommes décaissées sur le Fonds.

Section 3.06. La Banque verse à l'OMS ou acquitte sur ordre de l'OMS, en prélevant les montants nécessaires sur le Fonds, les sommes que doit verser l'OMS au titre de la première tranche du Programme en vertu des dispositions du présent Accord.

Section 3.07. Lorsque l'OMS souhaite retirer des sommes du Fonds, l'OMS remet à la Banque une demande écrite à cet effet. A moins que la Banque et l'OMS n'en conviennent autrement, toute demande est soumise trimestriellement au titre des déboursements estimatifs à effectuer le trimestre suivant.

ARTICLE IV

Engagements de l'OMS

Section 4.01. L'OMS continue de faire fonction d'Agence chargée de l'exécution du Programme et, à ce titre, de remplir les fonctions énoncées dans l'Accord-cadre.

Section 4.02. a) Les sommes décaissées sur le Fonds sont utilisées par l'OMS exclusivement pour financer le coût des biens et services nécessaires à l'exécution de la première tranche du Programme.

b) L'OMS communique à la Banque tous les renseignements que la Banque peut raisonnablement lui demander sur l'utilisation des sommes décaissées sur le Fonds.

Section 4.03. L'OMS ne peut engager, au titre d'une année quelconque de la première tranche du Programme, aucune dépense imputable au Fonds dont le montant serait supérieur aux sommes affectées au Fonds.

Section 4.04. a) L'OMS soumet annuellement au Comité d'orientation (i) un rapport contenant des renseignements pertinents relatifs à l'état d'avancement de l'exécution de la première tranche du Programme et (ii) un budget prévisionnel pour l'année suivante.

b) Le Comité d'orientation examine ces documents en temps opportun pour en permettre la distribution à tous les membres du CCC 30 jours au moins avant la date de la réunion annuelle du CCC.

ARTICLE V

Engagement du PNUD

Section 5.01. Le PNUD, sous réserve de ses principes internes, de ses méthodes d'opération, des fonds disponibles, et conformément à un accord qui doit être conclu avec les Gouvernements participants, assurera la formation professionnelle et la recherche chimiothérapeutique et prendra à sa charge les dépenses y afférentes. La participation du PNUD pendant les trois premières années du Programme est actuellement évaluée à un million deux cent mille dollars ($EU 1.200.000).

ARTICLE VI

Consultation et fin de l'Accord

Section 6.01. Les évènements ci-après sont spécifiés aux fins de la Section 6.02 du présent Accord:

a) l'OMS a constaté l'existence d'une situation qui rend improbable l'achèvement de la première tranche du Programme;

b) la Banque a constaté que les ressources du Fonds sont insuffisantes pour faire face au coût estimatif de la première tranche du Programme; ou

c) l'OMS et/ou la Banque ont constaté que des circonstances se sont produites qui interdisent ou rendent pratiquement impossible à l'OMS et/ou à la Banque d'exercer leurs fonctions respectives d'une manière efficace en application du présent Accord.

Section 6.02. a) Si l'un des faits spécifiés à la Section 6.01 du présent Accord se produit, l'OMS et/ou la Banque notifient immédiatement les autres Parties au présent Accord et la Banque peut, par voie de notification auxdites Parties, suspendre en tout ou en partie les décaissements du Fonds; il est entendu, cependant, qu'une telle suspension, le cas échéant, ne s'applique pas aux montants liés aux dépenses engagées jusque-là par l'OMS au titre de la première tranche du Programme.

b) Les Parties au présent Accord se concertent sur le champ au sujet des mesures à prendre pour remédier à la situation. Une majorité des Parties contribuantes a la faculté de décider la levée de toute suspension imposée par la Banque en application des dispositions de l'alinéa (a) de la présente Section 6.02. La Banque se conforme à cette décision; la suspension continue d'être appliquée dans l'attente d'une telle décision.

c) Si (i) l'un quelconque des faits stipulés à la Section 6.01 (a) et (b) du présent Accord persiste et si une majorité semblable des Parties contribuantes décide que ce fait est probablement irrémédiable; ou (ii) l'OMS et/ou la Banque, après avoir consulté les autres Parties, décident que les circonstances spécifiées à la Section 6.01 (c) du présent Accord sont probablement irrémédiables et en avisent les autres Parties, les obligations (A) des Parties d'effectuer des contributions au Fonds et (B) de l'OMS et de la Banque en vertu du présent Accord seront éteintes, sous réserve: (i) dans le cas de la Banque, de l'alinéa (d) de la présente Section; et (ii) dans le cas des Parties contribuantes, du versement de leurs contributions respectives au Fonds dans la mesure nécessaire pour permettre à l'OMS d'effectuer des paiements au titre des dépenses engagées jusque-là par l'OMS pour la première tranche du Programme.

d) Immédiatement après l'extinction des obligations qui lui incombent en vertu de l'alinéa (c) de la présente section, et après avoir pris des dispositions relatives aux sommes que l'OMS doit verser au titre des dépenses engagées jusque-là par l'OMS pour la première tranche du Programme, la Banque transfère la totalité des sommes et autres avoirs constituant alors le reliquat du Fonds à toute personne ou organisme que les autres Parties désigneront à la Banque aux fins de la présente Section ou, faute de procéder à une telle désignation dans les six mois qui suivent la date de la notification de la Banque, aux Parties contribuantes de la manière stipulée à la Section 6.04 du présent Accord.

Section 6.03. Sous réserve des dispositions de la Section 6.04 ci-après, le présent Accord, à moins d'avoir pris fin prématurément conformément à la Section 6.02 (c) du

présent Accord, prend fin à l'achèvement de la première tranche du Programme ou après décaissement de toutes les sommes nécessaires prélevées sur le Fonds pour faire face aux paiements que doit effectuer l'OMS au titre de la première tranche du Programme, selon celle de ces deux dates qui sera la première à échoir.

Section 6.04. Si à l'expiration de l'Accord, des sommes restent inscrites au Fonds qui ne sont pas requises pour faire face aux paiements que doit effectuer l'OMS, la Banque, après avoir consulté les Parties contribuantes, détermine les montants, les dates, les modalités et les monnaies du paiement à effectuer.

ARTICLE VII

Parties et Contributions additionnelles

Section 7.01. Tout gouvernement, institution ou organisme qui n'est pas Partie au présent Accord peut, conformément à toutes dispositions qui peuvent être convenues avec la Banque, devenir une Partie contribuante moyennant le dépôt auprès de la Banque d'un instrument indiquant qu'il accepte toutes les dispositions du présent Accord et convient d'être liée par celles-ci.

Section 7.02. La Banque peut recevoir pour le compte du Fonds, de tout gouvernement, institution ou organisme, Partie ou non au présent Accord, des montants qui ne sont pas prévus au présent Accord, aux fins d'être détenus et utilisés au titre des sommes faisant partie du Fonds sous réserve des dispositions du présent Accord, conformément aux arrangements, non incompatibles avec le présent Accord, que la Banque peut approuver.

ARTICLE VIII

Notifications et requêtes

Section 8.01. Toute notification ou requête obligatoire ou facultative adressée ou faite en vertu du présent Accord est formulée par écrit. Une telle notification ou requête est réputée avoir été dûment adressée ou faite lorsqu'elle et été remise en main propre ou par lettre, télégramme, cablogramme, message télex ou radiogramme à la Partie à laquelle elle est obligatoirement ou facultativement adressée ou faite, à l'adresse de ladite Partie spécifiée à la Section 8.02 ou à toute autre adresse que ladite Partie a notifiée à la Partie effectuant la notification ou la requête.

Section 8.02. Les adresses ci-dessous sont spécifiées aux fins d'application de la Section 8.01:

Pour les Gouvernements suivants:

République Fédérale d'Allemagne:

Bundesministerium für Wirtschaftliche Zusammenarbeit
D.O. 53 Bonn 12, Postfach 120322
Adresse télégraphique: BMZ

Royaume de Belgique:

Administration Générale de la Coopération au Développement
Pl. du Champ de Mars 5
1050 Bruxelles, Belgique

Canada:

Agence Canadienne pour le Développement International
122 Bank Street
Ottawa, Ontario
Canada K1 AOG4 Adresse télégraphique: CIDA

Etats-Unis d'Amérique:

Agence pour le Développement International (USAID)
Département d'Etat
320 21st Street, N.W.
Washington, D.C. 20523
Etats-Unis d'Amérique Adresse télégraphique: USAID

République Française:

Fonds d'Aide et de Coopération
Ministère de la Coopération
20 rue Monsieur
75700 Paris, France Adresse télégraphique: MINDELCOOP

Japon

Ministère des Affaires étrangères
Tokyo
Japon Adresse télégraphique: GAIMUDAIJIN

TIAS 8117

68-569 O - 76 - 13

Koweït:
Fonds du Koweït pour le Développement
P.O. Box 2921
Koweït, Koweït Adresse télégraphique: ALSUNDUK

Royaume des Pays-Bas:

Ministère des Affaires étrangères
Lange Houtstraat 27
La Haye
Pays-Bas

Royaume-Uni de Grande Bretagne et d'Irlande du Nord:

Ministry of Overseas Development
Eland House, Stag Place
Londres SW1E 5DH
Angleterre Adresse télégraphique: MINISTRANT

Pour les organisations suivantes:

Banque Africaine de Développement
Boîte postale 1387
Abidjan, Côte d'Ivoire Adresse télégraphique: AFDEV

Banque Internationale pour la Reconstruction et le Développement
1818 H Street, N.W.
Washington, D.C. 20433
Etats-Unis d'Amérique Adresse télégraphique: INTBAFRAD

Association Internationale de Développement
1818 H Street, N.W.
Washington, D.C. 20433
Etats-Unis d'Amérique Adresse télégraphique: INDEVAS

Programme des Nations Unies pour le Développement
866 United Nations Plaza
New York, New York 10017
Etats-Unis d'Amérique Adresse télégraphique: UNDEVPRO

Organisation Mondiale de la Santé
1211 Genève 27
Suisse Adresse télégraphique: UNISANTE

ARTICLE IX

Incompatibilité avec les autres accords

Section 9.01. Si une disposition quelconque du présent Accord est incompatible avec une disposition de tout autre accord afférent au Programme, la disposition du présent Accord l'emporte.

ARTICLE X

Signature et entrée en vigueur

Section 10.01. Le présent Accord est ouvert à la signature et à l'acceptation au nom de toutes les Parties énumérées au Préambule du Présent Accord jusqu'au 30 juin 1975 ou à toute autre date ultérieure qui peut être fixée par la Banque par voie de notification aux autres Parties en question.

Section 10.02. a) Le présent Accord entre en vigueur à la date à laquelle il est signé sans réserve au titre de l'acceptation par au moins dix des Parties énumérées au Préambule du présent Accord. La Banque en informe à cette date toutes les Parties énumérées dans ledit Préambule.

b) Le présent Accord prend effet à l'égard de toute autre Partie énumérée au Préambule du présent Accord ou de toute autre Partie: (i) à la date à laquelle chacune desdites Parties le signe sans réserve, ou (ii) si ladite Partie le signe sous réserve d'acceptation, à la date à laquelle ladite Partie informe la Banque de son acceptation. La Banque en informe chacune des autres Parties dans les meilleurs délais à compter de cette date.

FAIT à Washington D.C., en deux exemplaires originaux, l'un en langue anglaise, l'autre en langue française, les deux textes faisant également foi, qui seront déposés aux archives de la Banque Internationale pour la Reconstruction et le Développement, laquelle en communiquera des copies certifiées conformes à chacune des Parties signataires du présent Accord.

REPUBLIQUE FEDERALE D'ALLEMAGNE

Sous réserve d'acceptation

Par N. HANSEN

Représentant autorisé

En date du 7 mai 1975

ROYAUME DE BELGIQUE

Par W. VAN CAUWENBERG

Représentant autorisé

En date du 7 mai 1975

CANADA

Par C. ISBISTER

Représentant autorisé

En date du 7 mai 1975

ETATS-UNIS D'AMERIQUE

Par D. PARKER

Représentant autorisé

En date du 7 mai 1975

REPUBLIQUE FRANCAISE

Par J. WAHL

Représentant autorisé

En date du 7 mai 1975

JAPON

Par

Représentant autorisé

En date du 1975

KOWEIT

Par J. AL-HASSANI

Représentant autorisé

En date du 7 mai 1975

ROYAUME DES PAYS-BAS

Par

Représentant autorisé

En date du 1975

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

Par R. BROWNING

Représentant autorisé

En date du 7 mai 1975

BANQUE AFRICAINE DE DEVELOPPEMENT

Par

Représentant autorisé

En date du 1975

BANQUE INTERNATIONALE POUR LA
RECONSTRUCTION ET LE DEVELOPPEMENT

Par R. S. MCNAMARA

Représentant autorisé

En date du 7 mai 1975

ASSOCIATION INTERNATIONALE DE
DEVELOPPEMENT

Par R. S. MCNAMARA

Représentant autorisé

En date du 7 mai 1975

PROGRAMME DES NATIONS UNIES POUR LE DEVELOPPEMENT

Par I. G. PATEL

Représentant autorisé

En date du 7 mai 1975

ORGANISATION MONDIALE DE LA SANTE

Par L. BERNARD

Représentant autorisé

En date du 7 mai 1975

ANNEXE I

Plan d'action

Dépenses annuelles	*Total (contre-valeur en $EU)*
Direction du Programme	4.204.200
Opérations de lutte antivectorielle	27.976.700
Evaluation épidémiologique	2.621.800
Soutien technique et liaison:	
Siège et Bureau régional de l'OMS	3.516.300
Siège et Bureau régional de la FAO	448.600
Contrats de recherche et formation	5.401.500
Total des dépenses annuelles	44.169.100
Immobilisations	
Bâtiments	1.420.000
Mobilier	118.000
Véhicules	1.787.700
Matériel technique	668.900
Total des immobilisations	3.994.600
Total partiel	48.163.700
Imprévus	5.509.300
TOTAL	53.673.000

ANNEXE II

ACCORD—CADRE

POUR LE PROGRAMME DE LUTTE CONTRE L'ONCHOCERCOSE DANS LA REGION DU BASSIN DE LA VOLTA

Les Gouvernements de la Côte d'Ivoire, du Dahomey, du Ghana, de la Haute-Volta, du Mali, du Niger et du Togo (appelés ci-après collectivement les Gouvernements participants) et l'Organisation mondiale de la Santé (appelée ci-après l'OMS),

Considérant que l'onchocercose, parce qu'elle provoque des troubles de la vue et altère l'état physique de ceux qui en sont atteints, est un des principaux obstacles au peuplement et à la mise en valeur de vallées fertiles inhabitées de la région du Bassin de la Volta dans les territoires des Gouvernements participants;

Considérant la stratégie proposée dans le rapport de la Mission d'Assistance préparatoire aux Gouvernements participants pour contrôler l'onchocercose dans la région du Bassin de la Volta et pour ouvrir la voie au développement économique des zones assainies;

Considérant les constatations et conclusions de la Réunion intergouvernementale tenue à la State House, à Accra, Ghana, du 30 octobre au 1er novembre 1973,

SONT CONVENUS de conclure l'Accord-Cadre suivant pour un Programme de Lutte contre l'Onchocercose dans la région du Bassin de la Volta.

PARTIE I

INTRODUCTION ET REGION DU PROGRAMME

1. Introduction

Le Programme de Lutte contre l'Onchocercose dans la région du Bassin de la Volta (appelé ci-après le Programme) est conçu comme une entreprise collective des Gouvernements participants, à mener avec le concours d'agences du Système des Nations Unies et l'appui de la communauté internationale.

Le Programme sera exécuté par l'intermédiaire de l'appareil de gestion proposé par le Programme des Nations Unies pour le Développement (PNUD), l'Organisation des Nations Unies pour l'Alimentation et l'Agriculture (FAO), la Banque internationale pour la Reconstruction et le Développement (BIRD) et l'OMS (appelés ci-après collectivement les Agences parrainantes).

Les Gouvernements participants s'engagent à assurer au Programme un plein soutien et, lorsque prendra fin l'assistance internationale à la conclusion du Programme, à consolider et maintenir les résultats acquis dans les secteurs de la santé publique et du développement socio-économique.

La stratégie d'ensemble pour le Programme est définie dans le rapport de la Mission d'Assistance préparatoire aux Gouvernements (APG) qui, sur la demande des Gouvernements participants, a été organisée par l'OMS, en association avec la FAO, au cours de la période 1971-1973 et a été financée par le PNUD.

Dans le contexte d'un Programme de vingt ans qu'elle soutient pleinement et dont le coût estimatif, calculé d'après les prix et les taux de change en vigueur en juin 1973, est de US $120 millions environ, la BIRD a accepté de faire de son mieux pour mobiliser des ressources sur le plan international pour financer les six années de la phase initiale dont le coût est estimé à US $41 millions environ.

L'OMS a accepté d'exécuter le Programme en coopération avec les Gouvernements participants et en association avec le PNUD et la FAO qui prépareront le terrain pour les projets de développement économique subséquents. Les Agences parrainantes concluent entre elles les accords de coordination nécessaires aux fins du Programme.

2. Région du Programme

En vue d'assurer la protection d'une zone aussi étendue et aussi homogène que possible à un coût raisonnable, en tenant compte à la fois des potentialités de développement économique des zones concernées, de la prévalence et de la sévérité clinique de l'onchocercose et de la grande portée de vol du vecteur, *Simulium damnosum*, on a été amené à appuyer la

région du Programme, au nord, sur la limite septentrionale de distribution du vecteur et, au sud, sur les lacs Volta et Kossou. Les limites est et ouest ont été celles des bassins versants à l'intérieur du périmètre ainsi défini.

Au nord-ouest, la région commence au point d'entrée du fleuve Niger au Mali, tandis qu'au nord-est elle se termine au point où ce même fleuve quitte le Dahomey et le Niger. Elle comprend les bassins des cours d'eau suivants :

Au Mali

- affluents de la rive droite du Niger : Fié, Sankarani, La Faya, etc.;
- Baoulé, Bagoé et Banifing jusqu'à leurs confluents;
- affluents du Bani, mais pas ce cours d'eau lui-même.

En Haute Volta

- Volta Noire, Volta Rouge, Volta Blanche, Oti-Pendjari, Comoé-Léraba et leurs affluents;
- affluents voltaïques du fleuve Niger.

En Côte d'Ivoire

- affluents du fleuve Niger;
- Bandama Blanc et ses affluents jusqu'au lac Kossou;
- Nzi jusqu'à la route Katiola-Dabakala;
- Comoé et ses affluents au nord du 8° de latitude nord;
- Volta Noire.

Au Ghana

- Volta Noire, Volta Rouge, Volta Blanche, Daka, Oti, Mô et leurs affluents, jusqu'au lac Volta, à l'exclusion des affluents de la rive droite de la Volta Noire en aval de Bamboi.

Au Togo

- Oti-Pendjari et ses affluents jusqu'au lac Volta;
- Mô et ses affluents.

Au Dahomey

- Oti-Pendjari et ses affluents;
- affluents du fleuve Niger.

Au Niger

- affluents de la rive droite du fleuve Niger.

PARTIE II

OBJECTIFS DU PROGRAMME

Le Programme de Lutte contre l'Onchocercose a pour objectif général d'éliminer la maladie en tant qu'obstacle au développement socio-économique de la région considérée. Plus précisément, il vise les objectifs suivants :

1. Objectifs immédiats

Les objectifs immédiats du Programme sont l'interruption de la transmission de la maladie par l'élimination du vecteur à l'aide d'applications aériennes périodiques de larvicides n'entraînant pas de risques de contamination durable de l'environnement, la mise en oeuvre des programmes de recherche appliquée et de formation requis pour la poursuite des objectifs à long terme du Programme et l'assistance aux Gouvernements participants pour la préparation de demandes à adresser à des organismes multilatéraux et bilatéraux en vue de la mise en valeur socio-économique ultérieure des zones fertiles libérées de la maladie.

L'interruption de la transmission de la maladie comportera :

- l'organisation des applications aériennes de larvicides;
- la surveillance entomologique des zones traitées;
- l'évaluation épidémiologique des résultats du Programme;
- le contrôle permanent de l'innocuité à long terme des opérations pour l'environnement;
- la mise au point de protocoles de traitement des onchocerquiens permettant l'élimination du parasite, Onchocerca volvulus, chez les sujets déjà contaminés et menacés de cécité à brève échéance.

2. Objectifs à long terme

Dans le cadre de l'élimination progressive de la maladie et de la mise en valeur des zones assainies, le Programme comporte des composantes de Recherche appliquée et de Formation du personnel garantissant un haut niveau d'efficacité aux opérations ainsi que la formation du personnel national nécessaire à la bonne exécution du Programme et des opérations d'entretien ultérieures.

Tout en comportant la continuation des opérations de lutte contre le vecteur, le Programme prévoit un développement important des activités dans le domaine de la chimiothérapie de l'onchocercose. L'interruption de la transmission de la maladie, associée au traitement systématique des habitants parasités, permettra ainsi le développement des vallées fertiles assainies sans créer des charges récurrentes trop élevées pour les Gouvernements participants.

Le Programme prévoit la formation de personnels à tous les niveaux dans les domaines du contrôle des simulies, de l'épidémiologie et de la chimiothérapie de la maladie, des traitements aériens, et de la protection de l'environnement.

PARTIE III

DISPOSITIONS ET ARRANGEMENTS INSTITUTIONNELS

Les arrangements décrits ci-après que récapitule l'organigramme (Figure 1) inséré à la fin de la présente Partie constituent la base de la gestion du Programme.

1. Consultations et coordination

1.1 Comités nationaux pour la Lutte contre l'Onchocercose

En tant que principal élément de coordination à l'échelon gouvernemental, un Comité national pour la Lutte contre l'Onchocercose sera créé dans chaque pays le plus tôt possible et, en tout cas, avant mai 1974, date de la mise en place des premiers réseaux de surveillance entomologique.

Les Comités, constitués de représentants habilités des principaux services nationaux intéressés se verront attribuer une autorité leur permettant une action au plus haut niveau et des ressources appropriées pour :

(a) coordonner l'action de tous les services nationaux concernés par le Programme et par les projets subséquents de développement économique;

(b) assurer la liaison entre leur Gouvernement et la Direction du Programme;

(c) préparer et organiser une vaste campagne pour informer la population de l'existence, des méthodes et des buts du Programme;

(d) préparer les textes législatifs et réglementaires requis pour la bonne marche du Programme, des projets de peuplement et des projets de développement économique;

(e) encourager les études préparant la mise en valeur des zones assainies;

(f) prendre toutes mesures utiles pour assurer le maintien des résultats acquis à l'issue du Programme;

(g) assurer la liaison avec les Comités nationaux des autres pays concernés.

Le Directeur du Programme sera étroitement associé à la coordination des activités des différents Comités nationaux pour la Lutte contre l'Onchocercose. Les représentants locaux des Agences parrainantes pourront être associés, à titre consultatif, aux activités des Comités nationaux de leurs pays respectifs d'affectation.

1.2 Coopération et consultations

Sans préjuger des arrangements mentionnés au paragraphe 6 de cette Partie, des consultations entre les Gouvernements participants, les Agences parrainantes et éventuellement d'autres parties peuvent avoir lieu, à la demande de l'une quelconque des parties signataires du présent Accord ou à la demande du Comité d'Orientation.

2. Comité d'Orientation

Le Comité d'Orientation, créé en avril 1972 par les Chefs des Secrétariats du PNUD, de la FAO, de la BIRD et de l'OMS et composé des représentants des Chefs des Secrétariats des quatre Agences parrainantes, poursuivra son action comme organe ayant pour fonction d'orienter et de coordonner l'action des Agences parrainantes en ce qui concerne le Programme. Il aura notamment pour fonctions d'étudier et d'approuver les plans de travail et les budgets élaborés par l'Agence chargée de l'Exécution. Il supervisera la mise en oeuvre du Programme et émettra des avis sur son déroulement.

Le Comité d'Orientation se réunira au moins trois fois par an durant les premières années du Programme.

Pour l'approbation des plans de travail, le Comité d'Orientation tiendra compte des recommandations du Groupe écologique.

3. Groupe écologique

Le Groupe écologique sera composé d'un petit nombre d'experts ayant une grande expérience de l'écologie des bassins fluviaux, de l'influence sur les bassins fluviaux des processus de mise en valeur, de l'épidémiologie des maladies dans les bassins fluviaux et de l'influence écologique des pesticides.

Il étudiera les problèmes écologiques liés au Programme et aux projets de développement économique associés. Il proposera au Comité d'Orientation toutes mesures utiles pour compléter les études écologiques entreprises au titre du Programme, et formulera des recommandations pour assurer une protection efficace de l'environnement.

4. Agence chargée de l'Exécution

En tant qu'Agence chargée de l'Exécution, l'OMS, en consultation avec les Gouvernements participants, nommera un Directeur du Programme et affectera au Programme les autres personnels, internationaux et autres, expressément prévus par les plans de travail. Elle fournira au Programme une assistance technique et administrative permanente et sera responsable des plans de travail et des budgets, ainsi que de la mise en oeuvre du Programme tel qu'approuvé par le Comité d'Orientation.

L'Agence chargée de l'Exécution sera conseillée dans son travail par un Groupe scientifique consultatif.

5. PNUD et Agences associées

Le PNUD envisage de financer, par l'intermédiaire de la FAO, Agence associée, ou d'autres Agences ou directement, à la demande des Gouvernements participants et dans la limite des ressources disponibles pour ses programmes régionaux ou nationaux, des activités complémentaires dans le domaine du développement économique.

Dans le cadre de tels arrangements et en étroite association avec les Comités nationaux pour la Lutte contre l'Onchocercose, le PNUD et les Agences en cause étudieront les problèmes techniques que pose la mise en valeur économique des régions rendues indemnes de la maladie ou qui doivent le devenir. Elles fourniront leur assistance technique à l'Unité de Développement économique du Programme.

6. Fonds spécial pour la Lutte contre l'Onchocercose

La principale source de financement du Programme dans son ensemble consistera en des contributions effectuées par certains gouvernements et certaines institutions à un Fonds pour la Lutte contre l'Onchocercose que la BIRD administrera en vertu d'arrangements à conclure entre les gouvernements et institutions intéressés et les Agences parrainantes.

7. Directeur du Programme

Le Directeur du Programme sera responsable des opérations sur le terrain. Son bureau se trouvera au siège du Programme, qui sera installé à Ouagadougou, Haute-Volta. Il bénéficiera en permanence d'une assistance technique et administrative de l'OMS (Bureau régional pour l'Afrique et Siège), Agence chargée de l'Exécution, et de la FAO, Agence associée.

Les problèmes opérationnels que les Comités nationaux pour la Lutte contre l'Onchocercose soumettront à l'Agence chargée de l'exécution seront transmis par l'intermédiaire du bureau du Directeur du Programme.

Le Directeur du Programme aura, au sein de son bureau, une unité responsable des relations extérieures et de l'information et sera initialement assisté par les sections spécialisées ci-après ainsi que par une Unité de Développement économique.

7.1 Section "Opérations de Lutte contre les Simulies"

Cette section planifiera, fera exécuter et supervisera les opérations de lutte contre les vecteurs de l'onchocercose et aura la responsabilité des études concernant la protection de l'environnement. Elle définira les activités associées de recherche appliquée et de formation de personnel nécessaires à la bonne marche de ces opérations.

7.2 Section épidémiologique

La section "Epidémiologie de l'Onchocercose et Santé publique" planifiera, fera exécuter et supervisera l'évaluation épidémiologique du Programme et définira les activités associées de recherche appliquée et de formation de personnel dans le cadre de la chimiothérapie de l'onchocercose et de l'évaluation parasitologique et clinique des opérations de lutte. A la demande des autorités nationales cette section définira les problèmes sanitaires spécifiques des zones devant être mises en valeur et pourra donner un avis technique sur les mesures à prendre pour assurer une protection médicale éfficace de la population qui les occupera.

7.3 Section administrative

La section "Services administratifs" fournira le soutien administratif requis par la mise en oeuvre du Programme sur le terrain et assurera la gestion des services techniques et logistiques communs. En liaison avec les services compétents des Agences parrainantes, cette section préparera les documents concernant les recrutements, approvisionnements et fournitures contractuelles de services concernant le Programme, ou fournira les éléments de base permettant la préparation de ces documents.

8. Unité de Développement économique

L'Unité de Développement économique servira de point central en vue de l'échange d'informations concernant les activités à l'échelon national relatives aux aspects de développement économique du Programme et, à cette fin, se tiendra en liaison étroite avec les Comités nationaux pour la Lutte contre l'Onchocercose. Sous réserve des arrangements mentionnés au paragraphe 6 de cette Partie, l'Unité assistera le Directeur du Programme dans la tâche d'identification des projets de développement économique qui pourraient faire l'objet d'études ultérieures et de considération par les gouvernements et institutions responsables du financement et de l'exécution des études de préinvestissement nécessaires.

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FIGURE 1

1 Agences (PNUD, FAO, BIRD, OMS)
2 Y compris la recherche appliquée et la formation du personnel.
3 La principale responsabilité pour ces secteurs se situe au niveau des Gouvernements, qui peuvent demander une assistance extérieure pour choisir la méthodologie appropriée, planifier les activités et financer le développement.

PROGRAMME DE LUTTE CONTRE L'ONCHOCERCOSE DANS LA REGION DU BASSIN DE LA VOLTA : STRUCTURES DE GESTION

PARTIE IV

EXECUTION DU PROGRAMME

Le Programme sera lancé en 1974 en tant qu'entreprise conjointe dont la réalisation exigera la pleine collaboration de chacun des Gouvernements participants et des Agences responsables de l'exécution et du financement. La stratégie détaillée décrite dans le rapport de la Mission d'APG (Document OCP/73.1, daté du 20 août 1973) et dans les annexes techniques à ce rapport (Annexes V-2, V-3, V-4, V-5 et V-6) sera suivie pour le Programme, sous réserve des adaptations qui pourront se révéler nécessaires à la lumière de l'expérience opérationnelle.

Chacun des Gouvernements participants concernés s'engage à donner, pendant toute la durée du Programme, une haute priorité à la lutte contre l'onchocercose et à la mise en valeur et au peuplement des zones assainies. Les services de santé et les instituts nationaux et/ou fédéraux de recherche de ces pays apporteront leur contribution aux recherches de base et appliquées nécessaires à la bonne exécution du Programme et contribueront à former les effectifs requis de spécialistes nationaux.

Chacun des Gouvernements s'engage à coopérer sans réserve avec les Agences d'Exécution et associées pour permettre la réalisation du Programme dans les meilleures conditions.

1. Contributions des Gouvernements participants

Les contributions spécifiques de chaque Gouvernement participant, en espèces et/ou en nature, seront fixées d'un commun accord entre le Gouvernement et l'Agence chargée de l'Exécution dans des protocoles particuliers concernant les opérations dans chaque pays. Ces protocoles feront partie intégrante du présent Accord dont les dispositions générales vaudront pour eux.

2. Déroulement des opérations

Par suite des nombreux problèmes de logistique, de mise en place de l'infrastructure, et de formation du personnel qui vont se poser dès les premiers jours du Programme, la mise en oeuvre des opérations antivectorielles sera échelonnée sur une période de trois ans, de 1974 à 1976. Pour assurer la continuité des opérations de lutte, et en même temps bénéficier de l'excellente connaissance du terrain déjà acquise, les opérations commenceront en 1974 à partir de la zone couverte par la campagne FED-OCCGE[1] de lutte contre l'onchocercose. Trois phases majeures sont prévues :

[1] Fonds européen pour le Développement/Organisation de Coordination et de Coopération pour la Lutte contre les Grandes Endémies.

La phase I couvrira les bassins de la Volta Noire, de la Comoé-Léraba, du Bandama et du Banifing, ainsi que le foyer isolé d'onchocercose de Bandiagara, intéressant ainsi d'emblée la Côte d'Ivoire, le Ghana, la Haute-Volta et le Mali.

La phase II, commençant en 1975, verra l'extension des opérations de lutte aux bassins de la Volta Rouge, de la Volta Blanche et de la Daka, qui appartiennent au bassin de la Volta au sens limité de ce terme.

La phase III, à partir de 1976, complétera la couverture de la région du Programme, en incorporant les bassins de l'Oti-Pendjari et du Mô situés au Dahomey, au Ghana et au Togo, ainsi que les bassins des affluents méridionaux du fleuve Niger situés en Côte d'Ivoire, au Dahomey, en Haute-Volta, au Mali et au Niger. L'expérience acquise au cours des deux premières phases du Programme sera précieuse pour résoudre les problèmes qui pourraient apparaître par suite du relief tourmenté de la partie orientale de cette zone, ainsi que du fait du débit considérable de certaines de ces rivières durant le milieu de la saison des pluies.

Le début des opérations antivectorielles se situera à la fin de la saison des pluies, lorsque la population du vecteur diminue naturellement.

3. Traitements larvicides

La lutte contre le vecteur sera basée sur l'application périodique d'insecticide, généralement par voie aérienne, immédiatement en amont des gîtes larvaires.

L'application aérienne des insecticides nécessitera quatre à huit appareils (avions et hélicoptères), selon la saison, pour couvrir l'ensemble de la région à partir de la phase III du Programme. Le plan général de traitement, précisant la mission quotidienne de chaque appareil en fonction du jour de la semaine et de la saison, sera adapté aux conditions météorologiques et hydrologiques sur la base des renseignements recueillis en chaque point de la région et transmis par radio à la direction du Programme.

Les dispositions relatives au traitement seront très souples. La partie centrale et la partie septentrionale de la région du Programme, protégées de la réinfestation par le traitement des zones situées plus au sud ne nécessiteront probablement qu'un traitement sporadique. Les marges occidentale et orientale, et, plus encore, la zone méridionale de la région du Programme pourraient exiger un traitement continu. Toutes conditions météorologiques inusitées entraîneront des reconnaissances géographiques complémentaires et, si nécessaire, des traitements additionnels.

Grâce au grand rayon d'action des aéronefs utilisés, les équipes de traitement pourront, lors des opérations périodiques d'entretien, bénéficier des facilités d'aérodromes bien équipés. Pour les opérations d'entretien quotidiennes les équipages utiliseront la

une base d'une certaine importance. Les bases dont l'emploi est prévu sont indiquées dans le tableau 1 figurant à la fin de la présente Partie.

4. Surveillance entomologique

Le réseau de surveillance entomologique comprendra initialement sept secteurs, chacun confié à un entomologiste, et 24 sous-secteurs dirigés par des techniciens ayant reçu une formation appropriée (Tableau 2 figurant à la fin de la présente Partie). Il s'agira d'une structure souple qui sera réaménagée selon les besoins des opérations au fur et à mesure des progrès du Programme.

Le réseau entrera en action plusieurs mois avant le début des opérations de traitement pour effectuer une prospection finale de la région du Programme. Les équipes de surveillance entomologique observeront l'abondance et la distribution du vecteur et enregistreront toutes données utiles sur le régime des cours d'eau abritant les larves du vecteur. Ces renseignements seront transmis à la direction du Programme par les moyens les plus rapides, dont la radio.

Pendant les opérations, seuls les gîtes larvaires effectivement peuplés par le vecteur seront traités.

Au cours des trois premières années du Programme le réseau de surveillance entomologique sera renforcé afin de fournir une évaluation épidémiologique préliminaire des opérations en déterminant, dans des zones représentatives de la région, l'évolution de la transmission résiduelle et les risques encourus par les individus s'installant dans les vallées inhabitées.

5. Evaluation épidémiologique

L'évaluation épidémiologique sera basée sur l'examen périodique des habitants d'environ 150 villages indicateurs répartis sur la région du Bassin de la Volta, pour déterminer les modifications parasitologiques et cliniques survenant au cours de la mise en oeuvre du Programme, tant chez les habitants actuels de la région que chez les nouveaux arrivants.

Des méthodes normalisées d'examen seront utilisées lors des enquêtes initiales et des études ultérieures faites ensuite tous les trois ans. Cette évaluation nécessitera l'emploi à temps plein de deux parasitologistes et de deux ophtalmologistes.

6. Recherche appliquée

La continuité des opérations du Programme et l'amélioration continue de la méthodologie seront garanties par un programme de recherche appliquée couvrant notamment les points suivants :

- biologie du vecteur et échantillonnage des populations de vecteurs;
- développement et évaluation des insecticides et des formulations;
- équipements d'épandage spécialisés;
- protection de la faune non cible et de l'environnement;
- épidémiologie et chimiothérapie de l'onchocercose.

Les recherches effectuées dans le cadre du Programme qui mettront en cause des sujets humains seront conçues, administrées et menées de telle façon qu'il ne soit pas porté atteinte aux droits des sujets, que le bien-être de ceux-ci soit protégé et que les avantages potentiels de ces recherches justifient tous risques qu'elles pourraient comporter.

7. Formation

Les activités de formation, visant tant à résoudre les problèmes de recrutement à tous les niveaux qu'à assurer l'utilisation d'une méthodologie normalisée au cours de toutes les études et enquêtes, constitueront également un élément important du Programme. Elles tiendront compte de la nécessité de renforcer les effectifs par du personnel originaire de la région du Programme afin de lui permettre d'assumer progressivement la responsabilité des enquêtes et des opérations et, par la suite, d'assurer la marche du Programme lui-même.

8. Conseillers scientifiques

Un Groupe écologique et un Groupe scientifique consultatif, attachés respectivement au Comité d'Orientation et à l'Agence chargée de l'Exécution donneront des avis sur les mesures à prendre pour assurer une pleine efficacité des opérations et garantir une protection satisfaisante de l'environnement.

9. Répartition des activités et budget

Sauf cas particulier, les traitements insecticides, les travaux de recherche appliquée et la formation de personnel spécialisé seront effectués sur une base contractuelle, tandis que la direction du Programme assumera la responsabilité directe des activités du réseau de surveillance entomologique et des équipes d'évaluation épidémiologique. Un état indicatif des coûts prévus par année et par grande période d'opérations est donné dans le tableau 3 figurant à la fin de la présente Partie pour toute la durée du Programme, c'est-à-dire pour la période 1974-1993.

10. Appui de l'Agence chargée de l'Exécution et de l'Agence associée

Les opérations de lutte contre l'onchocercose bénéficieront de l'appui constant du Siège et du Bureau régional pour l'Afrique de l'OMS; une assistance aux Gouvernements pour la préparation et la présentation des projets de développement économique sera, dans la limite des ressources disponibles, fournie par le PNUD et la FAO, en étroite collaboration avec l'Unité de Développement économique du Programme.

TABLEAU 1. IMPLANTATIONS DE BATIMENTS ET DE GROS EQUIPEMENTS PREVUES POUR CONSTITUER L'INFRASTRUCTURE DE SERVICE DE LA CAMPAGNE DE LUTTE CONTRE S. DAMNOSUM DANS LA REGION DU BASSIN DE LA VOLTA

Année	Magasin de secteur	Hangar pour aéronefs	Base radio fixe*	Base radio mobile**	Gîte d'étape et magasin d'étape	Magasin d'étape pour carburant***	Atelier mobile pour hélicoptères
1974	Bobo-Dioulasso Tamale Korhogo	Bobo-Dioulasso	Ouagadougou Bobo-Dioulasso Korhogo Bouna Wa (puis Tamale)	Ouagadougou (2) Tamale (puis Wa) Korhogo	Banfora + Bondoukou Diébougou + Koutiala + Sikasso + Wango Fitini		Bobo-Dioulasso
1975	Ouagadougou	Tamale			Bolgatanga + Mole Navrongo Wa +	Boromo Bamboi Bouna Dabakala Yendi	
1976	Bamako Natitingou Niamey Sokodé	Bamako Sokodé	Bamako Natitingou Niamey Sokodé Dapango Kandi Pama Sikasso	Natitingou Sokodé	Arly Bougouni + Boundiali Dapango + Kandi + Natitingou +	Odienné Pankourou	Sokodé

* Poste HV; base radio fixe de Ouagadougou avec 2 opérateurs. + sous-secteur

** Postes HF et VHF.

*** Et pour insecticide à Boromo.

TABLEAU 2. LOCALISATION GEOGRAPHIQUE ET VOLUME D'ACTIVITE DES SECTEURS ET SOUS-SECTEURS DU RESEAU DE SURVEILLANCE ENTOMOLOGIQUE, AVEC DATES ESCOMPTEES DE MISE EN SERVICE ET DATES PROBABLES DE REDUCTION ET/OU DE TRANSFERT DES ACTIVITES

Secteur et sous-secteurs	Nombre d'équipes (et localisation du centre fixe s'il y en a un)	Date de mise en service	Dates de réduction et/ou de transfert des activités (s'il y en a de prévues)	
BOBO-DIOULASSO	1	1.05.1974	-	1.01.1980
Bobo-Dioulasso	2	1.05.1974	1.01.1978	1.01.1980
Banfora	2	1.05.1974	1.01.1978	-
Diébougou	2	1.05.1974	1.01.1978	1.01.1980
KORHOGO	1	1.05.1974	-	-
Korhogo	2	1.05.1974	-	1.01.1980
Bouna	2	1.05.1974	-	1.01.1980
Dabakala	2	1.05.1974	-	1.01.1980
Odienné	2	1.05.1976	-	1.01.1980
TAMALE	1	1.05.1974	-	-
Wa	2	1.05.1974	1.01.1978	-
Tamale	2	1.05.1975	-	1.01.1980
Yendi	2	1.05.1975	-	1.01.1980
Bolgatanga	2	1.05.1975	1.01.1978	1.01.1980
OUAGADOUGOU	2	1.05.1975	-	-
Ouagadougou	2	1.05.1975	1.01.1978	1.01.1980
Léo.	2	1.05.1975	1.01.1978	1.01.1980
Tenkodogo	1	1.05.1975	1.01.1978	-
Pama	1 + Arly	1.05.1976	1.01.1978	1.01.1980
Niamey	2 + La Tapoa	1.05.1976	1.01.1978	1.01.1980
BAMAKO	1	1.05.1976	-	1.01.1980
Sikasso	2	1.05.1974[a]	-	1.01.1980
Bamako	2	1.05.1976	1.01.1978	1.01.1980
Bougouni	2	1.05.1976	-	1.01.1980
Koutiala	1 + Bandiagara	1.05.1976	1.01.1978	-
SOKODE	1	1.05.1976	-	-
Sokodé	2	1.05.1976	-	1.01.1980
Dapango	2	1.05.1976	1.01.1978	1.01.1980
NATITINGOU	1	1.05.1976	-	1.01.1980
Natitingou	2	1.05.1976	-	1.01.1980
Kandi	2	1.05.1976	1.01.1978	1.01.1980

[a] Du 1.05.1974 au 30.04.1976, le sous-secteur de Sikasso dépendra du secteur de Bobo-Dioulasso.

TABLEAU 3. COUT TOTAL ESCOMPTE DU PROGRAMME DE LUTTE CONTRE L'ONCHOCERCOSE DANS LA REGION DU BASSIN DE LA VOLTA
(EN MILLIERS DE DOLLARS DES ETATS-UNIS - TAUX DE CHANGE ET COUTS A LEUR VALEUR DE JUIN 1973)

Catégories	1974	1975	1976	1977	1978	1979	1980-83 m*	1984-93 m*	1974-1979 Total	1974-1979 m*	1973-1993 Total	1973-1993 m*
Contrôle du vecteur												
Traitements aériens	716	715	1 318	1 927	1 273	1 273	1 273	1 273	7 222	1 204	25 044	1 252
Insecticide	125	497	931	1 217	1 037	1 037	1 037	1 037	4 844	807	19 362	968
Bâtiments et mobilier	330	264	473	74	74	74	74	74	1 289	215	2 325	116
Radiocommunications	140	46	162	48	48	48	48	48	492	82	1 164	58
Stations hydrologiques	22	43	65	-	-	-	-	-	130	22	130	7
Personnel local	19	60	106	112	112	112	112	112	521	87	2 089	104
Total	1 352	1 625	3 055	3 378	2 544	2 544	2 544	2 544	14 498	2 416	50 114	2 505
Surveillance entomologique												
Bâtiments et mobilier	694	262	817	110	100	100	86	86	2 083	347	3 287	164
Equipement	319	163	312	200	137	137	137	137	1 268	211	3 186	159
Frais d'opérations	313	241	414	449	349	349	359	359	1 915	319	6 941	347
Personnel local	180	358	590	686	545	545	454	454	2 904	484	9 260	463
Total	1 306	1 024	2 133	1 445	1 131	1 131	1 036	1 036	8 170	1 361	22 674	1 133
Evaluation épidémiologique												
Bâtiments et mobilier	8	8	8	8	8	8	8	8	48	8	160	8
Equipement	49	14	14	14	14	14	14	14	119	20	315	16
Frais d'opérations	62	62	62	62	62	62	62	62	372	62	1 240	62
Personnel international	298	298	298	218	218	218	218	218	1 548	258	4 600	230
Personnel local	41	41	41	25	25	25	25	25	198	33	548	27
Total	458	423	423	327	327	327	327	327	2 285	381	6 863	343
Recherche et formation												
Contrôle du vecteur	661	662	626	430	396	300	300	178	3 075	513	6 055	303
Chimiothérapie	52	355	373	373	373	373	186	93	1 899	317	3 573	179
Formation de personnel	233	244	317	298	75	75	75	75	1 242	207	2 292	115
Total	946	1 261	1 316	1 001	844	748	561	346	6 216	1 036	11 920	595
Chefferie du programme												
Bâtiments et mobilier	60	38	38	38	38	38	38	38	250	42	782	39
Equipement	181	35	35	35	35	38	30	28	356	59	756	38
Frais d'opérations	144	144	144	144	144	144	122	115	864	144	2 502	125
Personnel international	629	639	639	639	639	639	549	519	3 824	637	11 210	560
Personnel local	102	102	102	102	102	102	86	82	612	102	1 776	89
Total	1 116	958	958	958	958	958	825	782	5 906	984	17 026	851
Assistance de l'OMS	490	490	490	490	490	490	391	367	2 940	490	8 174	409
Assistance de la FAO**	125	125	165	165	165	165	165	165	910	152	3 220	161
COUT TOTAL	5 793	5 906	8 540	7 864	6 459	6 363	5 849	5 567	40 925	6 821	119 991	5 999,7

m* = Moyenne annuelle.

** = Y compris l'Unité pour le Développement Economique du Programme de Lutte contre l'Onchocercose.

PARTIE V

DISPOSITIONS GENERALES

1. Arrangements juridiques

Les arrangements juridiques relatifs aux opérations entreprises dans le cadre du Programme seront régis par les stipulations des Accords type et de base respectifs conclus entre le PNUD, l'OMS, la FAO et toute autre Agence associée et les Gouvernements participants.

Sans préjudice de leur portée, ces accords couvriront les privilèges et immunités des Agences parrainant le Programme, de leurs personnels, employés et sous-traitants lorsqu'ils participeront aux opérations prévues par le Programme, ainsi que la responsabilité concernant les pertes, dommages ou blessures résultant d'opérations effectuées dans le cadre du Programme.

Pour les ressortissants des Pays participants ou les résidents permanents dans ces pays que l'Agence chargée de l'Exécution engagera aux fins du Programme, les conditions d'emploi seront celles que définissent le Statut du Personnel et le Règlement du Personnel de l'Organisation mondiale de la Santé.

2. Sous-traitants et personnel employé par eux

Les sous-traitants de l'Agence chargée de l'Exécution et de l'Agence associée et leur personnel (à l'exception des ressortissants des pays concernés employés sur le plan local) :

(a) bénéficieront de l'immunité de juridiction pour tous les actes accomplis dans leurs fonctions officielles pour l'exécution du Programme;

(b) seront exemptés des obligations du service national;

(c) ne seront pas soumis aux restrictions relatives à l'immigration, non plus que leurs conjoints et leurs parents qui sont à leur charge;

(d) pourront introduire dans le pays des sommes en monnaie étrangère d'un montant raisonnable pour les besoins du Programme ou pour leur usage personnel et sortir toutes sommes introduites dans le pays ou, conformément à la réglementation applicable en matière de change, les sommes qu'ils pourraient y gagner au cours de l'exécution du Programme;

(e) bénéficieront, ainsi que leurs conjoints et leurs parents qui sont à leur charge, des mêmes facilités de rapatriement que les envoyés diplomatiques en cas de crise internationale.

Tout le personnel des sous-traitants de l'Agence chargée de l'Exécution jouira de l'inviolabilité de tous papiers et documents relatifs au Programme.

Les Gouvernements participants accorderont à toute société ou organisation étrangère qui pourrait être employée par l'Agence chargée de l'Exécution ainsi qu'au personnel étranger d'une telle société ou organisation l'exonération ou le remboursement de tous impôts, droits, taxes ou prélèvements qu'ils pourraient percevoir sur :

(a) les traitements ou salaires gagnés par ce personnel au cours de l'exécution du Programme;

(b) tout le matériel et les fournitures importés dans le pays aux fins de l'exécution du Programme, ou qui, après avoir été importés, peuvent ensuite en être retirés;

(c) toutes quantités importantes de matériel et de fournitures acquises sur le marché local aux fins de l'exécution du Programme tel que, par exemple, l'essence et les pièces de rechange nécessaires au fonctionnement et à l'entretien du matériel mentionné à l'alinéa (b) ci-dessus, étant entendu que les catégories et les quantités approximatives de biens qui doivent être exemptés de droits ainsi que les formalités à respecter feront l'objet d'un accord avec les Gouvernements participants et seront indiquées, le cas échéant, dans les plans d'action annuels et d'ensemble; et

(d) comme dans le cas des concessions accordées au même moment au personnel des Agences parrainantes, tous biens importés, y compris une automobile par employé, par la société ou l'organisation, ou par son personnel, pour leur consommation ou leur usage privé, ou qui, après avoir été importés dans le pays, peuvent ensuite en être retirés lors du départ de ce personnel.

L'Agence chargée de l'Exécution peut renoncer aux privilèges et immunités auxquels ces sociétés et organisations, ainsi que leur personnel, peuvent avoir droit et qui sont énoncés dans les paragraphes précédents, lorsqu'à son avis l'immunité gênerait le cours de la justice et qu'il peut y être renoncé sans porter préjudice à la bonne exécution du Programme ou aux intérêts de l'Agence chargée de l'Exécution.

L'Agence chargée de l'Exécution fournira aux Gouvernements participants la liste des membres du personnel auxquels s'appliqueront les privilèges et immunités énumérés ci-dessus.

3. Franchises douanières et fiscales

Les Gouvernements participants prendront à leur charge ou exonéreront tous les droits de douane et autres droits afférents au dédouanement du matériel et des fournitures (pièces de rechange, carburants, lubrifiants, insecticides, etc.) importés pour les besoins du Programme.

4. Documentation, informations techniques et rapports

Sous réserve des règlements en vigueur en matière de sécurité, les Gouvernements participants donneront accès à tous les rapports techniques, cartes, dossiers et autres éléments d'information, publiés ou non, qui seront considérés comme nécessaires à l'exécution du Programme.

Les Gouvernements participants fourniront gracieusement au Programme, par les moyens les plus rapides, les informations météorologiques et hydrologiques requises pour la bonne exécution des opérations.

Le Comité d'Orientation établira un calendrier pour la présentation des rapports nécessaires par l'Agence chargée de l'Exécution et par d'autres organes participant au Programme.

5. Droits de survol et d'atterrissage

Chaque Gouvernement participant prendra les mesures voulues pour faciliter le survol de ses frontières par les aéronefs du Programme venant de pays adjacents ou se rendant dans de tels pays, étant entendu que des renseignements complets sur les plans de vol seront communiqués par le Programme aux autorités nationales intéressées de l'aviation civile. De même, chaque Gouvernement participant facilitera le passage des frontières par les équipes terrestres.

6. Assistance des services de l'aviation

Les Gouvernements participants prendront les dispositions nécessaires pour que les aéronefs utilisés par le Programme puissent recevoir l'assistance des services nationaux de l'aviation civile (et éventuellement militaire) et utiliser sans frais les infrastructures correspondantes.

7. Réseau de télécommunication

Les Gouvernements participants reconnaissent qu'un réseau inter-pays de télécommunication pour le Programme peut être établi par l'Agence chargée de l'Exécution qui en assurera le fonctionnement en tant que service d'exploitation. Les Gouvernements, s'étant mis d'accord sur les fréquences qui pourront être allouées au Programme pour ce réseau, autoriseront l'Agence chargée de l'Exécution à les utiliser de manière continue pour ses besoins techniques dans la région du Programme.

8. Terrains

Les Gouvernements participants mettront à la disposition du Programme, pour la durée de son exécution, les parcelles nécessaires à l'implantation des infrastructures requises par le Programme, là où elles n'existent pas et ne peuvent pas être construites par les autorités nationales.

9. Eau, électricité, poste et télécommunications

Les Gouvernements participants assureront dans leurs territoires, partout où existeront de tels services, la fourniture d'eau et d'électricité ainsi que des services téléphoniques et télégraphiques à la direction et aux secteurs et sous-secteurs du Programme.

10. Transfert du matériel et des fournitures

Tout le matériel, l'équipement et les fournitures qui seront achetés à l'aide des fonds du Programme seront utilisés exclusivement aux fins de l'exécution de celui-ci et demeureront la propriété du Programme au nom duquel ils seront détenus par l'Agence chargée de l'Exécution.

Le cas échéant il pourra être conclu des arrangements en vue du transfert temporaire de la garde du matériel aux autorités locales pendant la durée du Programme, sans préjudice du transfert définitif.

Avant l'achèvement du Programme, les Gouvernements participants et l'Agence chargée de l'Exécution se consulteront pour décider du sort du matériel et des infrastructures appartenant au Programme. Les titres de propriété correspondants seront normalement transférés aux Gouvernements participants ou à des personnes morales désignées par eux, lorsque ces matériels et infrastructures seront indispensables pour la poursuite du Programme ou pour des activités en découlant directement. Toutefois, l'Agence chargée de l'Exécution pourra, à sa discrétion, conserver les titres de propriété relatifs à tout ou partie du matériel.

PARTIE VI

DISPOSITIONS FINALES

1. Le présent Accord entrera en vigueur dès sa signature par les parties et restera en vigueur jusqu'à ce que cesse l'assistance internationale au Programme, compte tenu de toute période éventuellement requise pour que prennent fin des arrangements relatifs à la liquidation de cette assistance.

2. Le présent Accord peut être modifié à tout moment par consentement mutuel des parties.

EN FOI DE QUOI les soussignés, dûment autorisés à cet effet, ont signé le présent Accord.

FAIT à Accra, le 1er novembre 1973, en huit originaux établis chacun en langue anglaise et en langue française, les deux textes étant également authentiques.

Pour le Gouvernement de la Côte d'Ivoire .....
Professeur H. Ayé
Ministre de la Santé publique et de la Population

Pour le Gouvernement du Dahomey .....
Capitaine Djibril Moriba
Ministre de la Santé publique et des Affaires sociales

Pour le Gouvernement du Ghana .....
Major A. H. Selormey
Commissaire à la Santé

Pour le Gouvernement de la Haute-Volta .....
Dr Ali Barraud
Ministre de la Santé publique et de la Population

Pour le Gouvernement du Mali .....
Monsieur Aly Cissé
Ministre de la Santé publique et des Affaires sociales

Pour le Gouvernement du Niger .....
Dr Amadou Mossi
Ministre de la Santé publique

Pour le Gouvernement du Togo .....
Dr C. Quadjovie
Directeur général de la Santé

Pour l'Organisation mondiale de la Santé .....
Dr A. Quenum
Directeur régional pour l'Afrique

Pour copie conforme

ANNEXE III

PROTOCOLE D'ACCORD

Le présent Protocole d'accord est relatif à certains des principaux éléments des structures de gestion du Programme de Lutte contre l'Onchocercose dans la région du bassin de la Volta (appelé ci-après "le Programme"). Les Gouvernements et Organisations dont la liste est donnée à l'Appendice 1 ont décidé, lors d'une réunion tenue à Paris les 26 et 27 juin 1974, de constituer un Comité Conjoint de Coordination (appelé ci-après "le CCC") ainsi que d'autres organes définis ci-après, et dont les noms figurent dans l'organigramme constituant l'Appendice 2 du présent document; à cet effet ils sont convenus de ce qui suit:

A. Définitions

1. "Parties contribuantes" s'entend des Gouvernements et Organisations qui ont apporté une contribution, ou se sont engagés à contribuer, au Fonds pour la Lutte contre l'Onchocercose (appelé ci-après "le Fonds") géré par la Banque Internationale pour la Reconstruction et le Développement (appelée ci-après "la Banque").

2. "Accord-Cadre" s'entend de l'Accord du 1er novembre 1973 régissant les opérations du Programme de Lutte contre l'Onchocercose dans la région du bassin de la Volta.

3. "Gouvernements participants" s'entend des Gouvernements de la Côte d'Ivoire, du Dahomey, du Ghana, de la Haute-Volta, du Mali, du Niger et du Togo.

4. "Agences parrainantes" s'entend de la FAO, du PNUD, de l'OMS et de la Banque.

B. Le Comité Conjoint de Coordination

1. Le CCC, composé de représentants des sept Gouvernements participants, de toutes les Parties contribuantes et des quatre Agences parrainantes, aura les fonctions suivantes:

(i) exercer un contrôle général sur les principes généraux qui seront adoptés pour la planification du Programme et sur l'exécution de celui-ci, et, à cet effet, se tenir au courant de tous les aspects de son développement, et examiner les rapports dont il sera saisi par le Comité d'orientation;

(ii) examiner le projet de plan d'action et le budget du Programme pour l'exercice à suivre, qui seront préparés par l'OMS, et l'estimation de la Banque relative aux contributions à recevoir et décaissements à faire par le Fonds pendant l'exercice;

(iii) étudier toute autre question touchant l'exécution et le financement du Programme dont le Président du CCC pourrait être saisi par un membre quelconque du Comité.

2. (i) Le CCC sera présidé par une personnalité indépendante que le CCC choisira pour son expérience reconnue des affaires internationales, sa compétence technique, son habileté et ses qualités de diplomate, atouts indispensables pour traiter les questions qui se poseront au cours de l'exécution du Programme.

(ii) Le Président sera employé en vertu d'un contrat passé avec l'OMS dont les conditions seront déterminées en consultation avec la Banque. Son mandat sera normalement de trois ans et pourra être renouvelé. L'OMS sera autorisée par la Banque à retirer du Fonds les sommes nécessaires pour rémunérer le Président et couvrir les dépenses encourues par celui-ci dans l'exercice de ses fonctions.

(iii) Le Président aura pour fonctions principales:

(a) de convoquer le CCC en réunion une fois par an, ou à tout moment au cours de l'année s'il en est prié par la moitié au moins soit des Parties contribuantes, soit des Gouvernements participants;

(b) de présider les réunions du CCC;

(c) de s'acquitter de toute autre tâche à la demande du CCC;

(d) d'exercer toutes fonctions relatives au développement du Programme qui pourront lui être assignées par l'une quelconque des Agences parrainantes.

3. La Banque et l'OMS assureront conjointement le secrétariat du CCC, selon des arrangements qu'elles concluront à cet effet.

4. (i) Le CCC adoptera ses conclusions par consensus.

(ii) Chaque membre du CCC prendra les dispositions nécessaires pour couvrir les dépenses entraînées par la participation de ses représentants aux réunions du CCC. Les autres dépenses du CCC seront à la charge du Fonds, sous réserve d'une recommandation dans ce sens du Président du CCC et de l'approbation du Comité d'orientation.

C. Le Comité d'orientation

1. Le Comité d'orientation, créé en avril 1972 par les Chefs des Agences parrainantes et composé de leurs représentants respectifs, continuera d'agir en tant qu'organe de coordination entre les Agences parrainantes.

2. Le Comité d'orientation aura notamment les fonctions suivantes:

(i) prendre connaissance des rapports présentés à l'OMS par le Comité consultatif scientifique et technique (CCST), ainsi que les rapports établis par l'une quelconque des Agences parrainantes, le Groupe consultatif sur le développement

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économique (GCDE) et le Groupe écologique (GE); formuler les observations nécessaires à leur sujet et les communiquer au CCC avec les commentaires appropriés;

(ii) étudier les aspects particuliers du Programme dont il pourra être saisi par le CCC ou par l'une quelconque des Agences parrainantes;

(iii) déterminer la composition du Groupe écologique mentionné à la partie III (3) de l'Accord-Cadre.

3. (i) Le Comité d'orientation se réunira au moins trois fois par an. Il pourra en outre être convoqué à la demande de l'un quelconque de ses membres.

(ii) Le Comité d'orientation prendra ses décisions par consensus. Il établira lui-même son règlement intérieur.

(iii) Chacune des Agences parrainantes prendra à sa charge les dépenses entraînées par la participation de son représentant aux réunions du Comité d'orientation.

D. Groupe consultatif scientifique (GCS) et Comité consultatif scientifique et technique (CCST)

1. L'OMS constituera un Groupe consultatif scientifique qui sera composé de spécialistes scientifiques dans les disciplines intéressant le Programme qui pourront être appelés lorsqu'il y aura lieu à donner des avis sur les questions scientifiques et techniques ayant trait au Programme de Lutte contre l'Onchocercose.

2. L'OMS créera également, pour fournir au CCC une évaluation continuelle des aspects techniques du Programme de façon indépendante, un Comité consultatif scientifique et technique qui sera composé de douze membres choisis parmi ceux du Groupe consultatif scientifique, tenant compte des préoccupations exprimées par le CCC et étant entendu qu'il convient d'assurer au sein du Comité une large représentation des disciplines intéressant le Programme et une distribution géographique équilibrée.

3. (i) Le mandat des membres du CCST sera de deux ans et pourra être renouvelé.

(ii) Le CCST élira à chaque session son président, qui sera choisi parmi ses membres et pourra être réélu.

(iii) L'OMS assurera le secrétariat du CCST.

(iv) Les dépenses du CCST seront à la charge du Fonds.

4. (i) Le CCST se réunira deux fois par an. Des réunions supplémentaires pourront être convoquées par l'OMS en consultation avec le Président du CCST.

(ii) L'OMS prendra toutes dispositions appropriées ou nécessaires pour des visites de membres du CCST dans la zone du Programme.

(iii) Après avoir étudié tous les aspects techniques et scientifiques du Programme et notamment les rapports de ses propres missions sur le terrain, le CCST établira à l'intention du CCC un rapport annuel contenant ses conclusions et recommandations. Le rapport sera tout d'abord présenté à l'OMS qui le transmettra, accompagné de ses propres commentaires, au Comité d'orientation. Le Comité d'orientation transmettra le rapport au CCC, avec ses observations, au plus tard quarante-cinq jours avant la session annuelle du CCC.

(iv) Le Président du CCST, ou en son absence un membre du CCST chargé de le représenter, participera à toutes les réunions du CCC.

E. Groupe consultatif sur le développement économique (GCDE)

1. Afin d'assurer l'examen continu des informations concernant les aspects du Programme en rapport avec le développement économique, le Comité d'orientation a décidé de créer un Groupe consultatif sur le développement économique qui comprendra un certain nombre d'économistes et de spécialistes du développement agricole et rural, ayant une expérience particulière du développement économique en Afrique de l'Ouest et une familiarité avec les conditions sociales de la région. A cette fin, la Banque, après avoir tenu compte du point de vue du CCC et après consultation des autres Agences parrainantes, désignera les membres du Groupe.

2. Le GCDE donnera des avis au CCC, par l'intermédiaire du Comité d'orientation, sur les aspects économiques et sociaux de la mise en valeur des régions intéressées par le Programme. Il importera en particulier: (a) d'étudier les plans relatifs au repeuplement des zones libérées de l'onchocercose tant du point de vue ex-ante qu'ex-post; (b) de s'assurer que les méthodes les plus efficaces en matière de coûts sont appliquées pour mener à bien le Programme; (c) de donner des avis sur la réalisation d'études d'évaluation et d'estimation appropriées pour contrôler l'incidence du Programme; et (d) de contribuer à identifier les besoins en matière d'assistance extérieure supplémentaire en vue de la mise en valeur des zones libérées de l'onchocercose.

3. (i) Le mandat des membres du GCDE sera d'un an, avec possibilité de renouvellement.

(ii) Le Président du GCDE sera nommé par la Banque après consultation des autres Agences parrainantes. Le mandat du Président sera d'un an et pourra être renouvelé.

(iii) La Banque assurera le secrétariat du GCDE.

(iv) Les dépenses du GCDE seront à la charge des Agences parrainantes sur la base d'arrangements mutuels.

4. (i) Le GCDE se réunira deux fois par an. Des réunions supplémentaires pourront avoir lieu par accord entre le GCDE et la Banque.

(ii) Le GCDE soumettra à la Banque un rapport annuel contenant ses conclusions et recommandations. La Banque fera parvenir ce rapport, accompagné de ses propres commentaires, au Comité d'orientation. Le Comité d'orientation le transmettra au CCC, avec ses observations, au moins trente jours avant la réunion annuelle du CCC.

F. Adhésion

Tout gouvernement et toute institution ou entité peuvent, en acquérant la qualité de Partie contribuante, adhérer au présent Protocole d'accord, en notifiant leur adhésion par écrit au Président du CCC.

G. Incompatibilité avec d'autres accords

Si une disposition quelconque du présent Protocole d'accord était incompatible avec une disposition de tout accord précédemment conclu au sujet du Programme, c'est la disposition du présent Protocole d'accord qui prévaudrait.

Le 11 février 1975

APPENDICE 1

Membres du Comité conjoint de Coordination

Gouvernements participants:

Côte d'Ivoire

Dahomey

Ghana

Haute-Volta

Mali

Niger

Togo

Parties contribuantes et Agences parrainantes:

Association Internationale de Développement

Banque Africaine de Développement

Banque Internationale pour la Reconstruction et le Développement

Belgique

Canada

Etats-Unis

France

Japon

Koweït

Organisation Mondiale de la Santé

Organisation des Nations Unies pour l'Alimentation et l'Agriculture

Pays-Bas

Programme des Nations Unies pour le Développement

République Fédérale d'Allemagne

Royaume-Uni

APPENDICE 2
Organigramme

CERTIFICATE

I hereby certify that the foregoing is a true copy of the original in the archives of the International Bank for Reconstruction and Development.

In witness whereof I have signed this Certificate and affixed the Seal of the Bank thereunto this 7th day of May, 1975.

Ehrhard

FOR SECRETARY

INTERNATIONAL BANK
FOR RECONSTRUCTION AND DEVELOPMENT

MULTILATERAL

Amendment of the Single Convention on Narcotic Drugs, 1961

Protocol done at Geneva March 25, 1972;
Ratification advised by the Senate of the United States of America September 18, 1972;
Ratified by the President of the United States of America October 24, 1972;
Ratification of the United States of America deposited with the Secretary-General of the United Nations November 1, 1972;
Proclaimed by the President of the United States of America August 29, 1975;
Entered into force August 8, 1975.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Protocol Amending the Single Convention on Narcotic Drugs, 1961, was opened for signature at Geneva on March 25, 1972, and was signed on behalf of the United States of America on that date, a certified copy of which Protocol in the English, Spanish, French and Russian languages, is hereto annexed;

The Senate of the United States of America by its resolution of September 18, 1972, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Protocol;

The President of the United States of America on October 24, 1972, ratified the Protocol, in pursuance of the advice and consent of the Senate, and the United States of America deposited its instrument of ratification with the Secretary-General of the United Nations on November 1, 1972;

Pursuant to the provisions of Article 18 of the Protocol, the Protocol entered into force on August 8, 1975;

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 August 8,

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 twenty-ninth day of August in the year of our Lord one thousand nine hundred seventy-
[SEAL] five and of the Independence of the United States of America the two hundredth.

GERALD R. FORD

By the President:
ROBERT S. INGERSOLL
Acting Secretary of State

PROTOCOL
AMENDING THE SINGLE CONVENTION
ON NARCOTIC DRUGS, 1961

UNITED NATIONS
1972

PROTOCOL AMENDING THE SINGLE CONVENTION ON NARCOTIC DRUGS, 1961

PREAMBLE

The Parties to the present Protocol,

Considering the provisions of the Single Convention on Narcotic Drugs, 1961, done at New York on 30 March 1961 [1] (hereinafter called the Single Convention),

Desiring to amend the Single Convention,

Have agreed as follows:

Article 1

Amendments to article 2, paragraphs 4, 6 and 7 of the Single Convention

Article 2, paragraphs 4, 6 and 7, of the Single Convention shall be amended to read as follows:

"4. Preparations in Schedule III are subject to the same measures of control as preparations containing drugs in Schedule II except that article 31, paragraphs 1 (b) and 3 to 15 and, as regards their acquisition and retail distribution, article 34, paragraph (b), need not apply, and that for the purpose of estimates (article 19) and statistics (article 20) the information required shall be restricted to the quantities of drugs used in the manufacture of such preparations.

6. In addition to the measures of control applicable to all drugs in Schedule I, opium is subject to the provisions of article 19, paragraph 1, sub-paragraph (f), and of articles 21 bis, 23 and 24, the coca leaf to those of articles 26 and 27 and cannabis to those of article 28.

7. The opium poppy, the coca bush, the cannabis plant, poppy straw and cannabis leaves are subject to the control measures prescribed in article 19, paragraph 1, sub-paragraph (e), article 20, paragraph 1, sub-paragraph (g), article 21 bis and in articles 22 to 24; 22, 26 and 27; 22 and 28; 25; and 28, respectively."

[1] TIAS 6298, 6423, 6458, 6795, 7223, 7817, 7945; 18 UST 1407, 3279; 19 UST 4668; 20 UST 4064; 22 UST 1808; 25 UST 651; 25 UST 2772.

[Footnote added by the Department of State.]

Article 2

Amendments to the title of article 9 of the Single Convention and its paragraph 1 and insertion of new paragraphs 4 and 5

The title of article 9 of the Single Convention shall be amended to read as follows:

"Composition and Functions of the Board"

Article 9, paragraph 1, of the Single Convention shall be amended to read as follows:

"1. The Board shall consist of thirteen members to be elected by the Council as follows:

(a) Three members with medical, pharmacological or pharmaceutical experience from a list of at least five persons nominated by the World Health Organization; and

(b) Ten members from a list of persons nominated by the Members of the United Nations and by Parties which are not Members of the United Nations."

The following new paragraphs shall be inserted after paragraph 3 of article 9 of the Single Convention:

"4. The Board, in co-operation with Governments, and subject to the terms of this Convention, shall endeavour to limit the cultivation, production, manufacture and use of drugs to an adequate amount required for medical and scientific purposes, to ensure their availability for such purposes and to prevent illicit cultivation, production and manufacture of, and illicit trafficking in and use of, drugs.

5. All measures taken by the Board under this Convention shall be those most consistent with the intent to further the co-operation of Governments with the Board and to provide the mechanism for a continuing dialogue between Governments and the Board which will lend assistance to and facilitate effective national action to attain the aims of this Convention."

Article 3

Amendments to article 10, paragraphs 1 and 4, of the Single Convention

Article 10, paragraphs 1 and 4, of the Single Convention shall be amended to read as follows:

"1. The members of the Board shall serve for a period of five years, and may be re-elected.

4. The Council, on the recommendation of the Board, may dismiss a member of the Board who has ceased to fulfil the conditions required for membership by paragraph 2 of article 9. Such recommendation shall be made by an affirmative vote of nine members of the Board."

Article 4

Amendment to article 11, paragraph 3, of the Single Convention

Article 11, paragraph 3, of the Single Convention shall be amended to read as follows:

"3. The quorum necessary at meetings of the Board shall consist of eight members."

Article 5

Amendment to article 12, paragraph 5, of the Single Convention

Article 12, paragraph 5, of the Single Convention shall be amended to read as follows:

"5. The Board, with a view to limiting the use and distribution of drugs to an adequate amount required for medical and scientific purposes and to ensuring their availability for such purposes, shall as expeditiously as possible confirm the estimates, including supplementary estimates, or, with the consent of the Government concerned, may amend such estimates. In case of a disagreement between the Government and the Board, the latter shall have the right to establish, communicate and publish its own estimates, including supplementary estimates."

Article 6

Amendments to article 14, paragraphs 1 and 2, of the Single Convention

Article 14, paragraphs 1 and 2, of the Single Convention shall be amended to read as follows:

"1. (a) If, on the basis of its examination of information submitted by Governments to the Board under the provisions of this Convention, or of information communicated by United Nations organs or by specialized agencies or, provided that they are approved by the Commission on the Board's recommendation, by either other intergovernmental organizations or international non-governmental organizations which have direct competence in the subject matter and which are in consultative status with the Economic and Social Council under Article 71 of the Charter of the United Nations or which enjoy a similar

status by special agreement with the Council, the Board has objective reasons to believe that the aims of this Convention are being seriously endangered by reason of the failure of any Party, country or territory to carry out the provisions of this Convention, the Board shall have the right to propose to the Government concerned the opening of consultations or to request it to furnish explanations. If, without any failure in implementing the provisions of the Convention, a Party or a country or territory has become, or if there exists evidence of a serious risk that it may become, an important centre of illicit cultivation, production or manufacture of, or traffic in or consumption of drugs, the Board has the right to propose to the Government concerned the opening of consultations. Subject to the right of the Board to call the attention of the Parties, the Council and the Commission to the matter referred to in sub-paragraph (d) below, the Board shall treat as confidential a request for information and an explanation by a Government or a proposal for consultations and the consultations held with a Government under this sub-paragraph.

(b) After taking action under sub-paragraph (a) above, the Board, if satisfied that it is necessary to do so, may call upon the Government concerned to adopt such remedial measures as shall seem under the circumstances to be necessary for the execution of the provisions of this Convention.

(c) The Board may, if it thinks such action necessary for the purpose of assessing a matter referred to in sub-paragraph (a) of this paragraph, propose to the Government concerned that a study of the matter be carried out in its territory by such means as the Government deems appropriate. If the Government concerned decides to undertake this study, it may request the Board to make available the expertise and the services of one or more persons with the requisite competence to assist the officials of the Government in the proposed study. The person or persons whom the Board intends to make available shall be subject to the approval of the Government. The modalities of this study and the time-limit within which the study has to be completed shall be determined by consultation between the Government and the Board. The Government shall communicate to the Board the results of the study and shall indicate the remedial measures that it considers necessary to take.

(d) If the Board finds that the Government concerned has failed to give satisfactory explanations when called upon to do so under sub-paragraph (a) above, or has failed to adopt any remedial measures which it has been called upon to take under sub-paragraph (b) above, or that there is a serious situation that needs co-operative action at the international level with a

view to remedying it, it may call the attention of the Parties, the Council and the Commission to the matter. The Board shall so act if the aims of this Convention are being seriously endangered and it has not been possible to resolve the matter satisfactorily in any other way. It shall also so act if it finds that there is a serious situation that needs co-operative action at the international level with a view to remedying it and that bringing such a situation to the notice of the Parties, the Council and the Commission is the most appropriate method of facilitating such co-operative action; after considering the reports of the Board, and of the Commission if available on the matter, the Council may draw the attention of the General Assembly to the matter.

2. The Board, when calling the attention of the Parties, the Council and the Commission to a matter in accordance with paragraph 1 (d) above, may, if it is satisfied that such a course is necessary, recommend to Parties that they stop the import of drugs, the export of drugs, or both, from or to the country or territory concerned, either for a designated period or until the Board shall be satisfied as to the situation in that country or territory. The State concerned may bring the matter before the Council."

Article 7

New article 14 bis

The following new article shall be inserted after article 14 of the Single Convention:

"Article 14 bis

Technical and Financial Assistance

In cases which it considers appropriate and either in addition or as an alternative to measures set forth in article 14, paragraphs 1 and 2, the Board, with the agreement of the Government concerned, may recommend to the competent United Nations organs and to the specialized agencies that technical or financial assistance, or both, be provided to the Government in support of its efforts to carry out its obligations under this Convention, including those set out or referred to in articles 2, 35, 38 and 38 bis."

Article 8

Amendment to article 16 of the Single Convention

Article 16 of the Single Convention shall be amended to read as follows:

"The secretariat services of the Commission and the Board shall be furnished by the Secretary-General. In particular, the Secretary of the Board shall be appointed by the Secretary-General in consultation with the Board."

Article 9

Amendments to article 19, paragraphs 1, 2 and 5, of the Single Convention

Article 19, paragraphs 1, 2 and 5, of the Single Convention shall be amended to read as follows:

"1. The Parties shall furnish to the Board each year for each of their territories, in the manner and form prescribed by the Board, estimates on forms supplied by it in reepect of the following matters:

(a) Quantities of drugs to be coneumed for medical and scientific purposes;

(b) Quantities of drugs to be utilized for the manufacture of other drugs, of preparations in Schedule III, and of substances not covered by this Convention;

(c) Stocks of drugs to be held as at 31 December of the year to which the estimatee relate;

(d) Quantities of drugs necessary for addition to special stocks;

(e) The area (in hectares) and the geographical location of land to be used for the cultivation of the opium poppy;

(f) Approximate quantity of opium to be produced;

(g) The number of industrial establishments which will manufacture synthetic drugs; and

(h) The quantities of synthetic drugs to be manufactured by each of the establishments referred to in the preceding sub-paragraph.

2. (a) Subject to the deductione referred to in paragraph 3 of article 21, the total of the estimates for each territory and each drug except opium and synthetic drugs ehall consist of the sum of the amounts specified under sub-paragraphs (a), (b) and (d) of paragraph 1 of this article, with the addition of any amount required to bring the actual stocks on hand at 31 December of the preceding year to the level estimated as provided in sub-paragraph (c) of paragraph 1.

(b) Subject to the deductions referred to in paragraph 3 of article 21 regarding imports and in paragraph 2 of article 21 bis, the total of the estimates for opium for each territory shall consist either of the sum of the amounts specified under sub-paragraphs (a), (b) and (d) of paragraph 1 of this article, with the addition of any amount required to bring the actual stocks on hand at 31 December of the preceding year to the level estimated as provided in sub-paragraph (c) of paragraph 1, or of the amount specified under sub-paragraph (f) of paragraph 1 of this article, whichever is higher.

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(c) Subject to the deductions referred to in paragraph 3 of article 21, the total of the estimates for each territory for each synthetic drug shall consist either of the sum of the amounts specified under sub-paragraphs (a), (b) and (d) of paragraph 1 of this article, with the addition of any amount required to bring the actual stocks on hand at 31 December of the preceding year to the level estimated as provided in sub-paragraph (c) of paragraph 1, or of the sum of the amounts specified under sub-paragraph (h) of paragraph 1 of this article, whichever is higher.

(d) The estimates furnished under the preceding sub-paragraphs of this paragraph shall be appropriately modified to take into account any quantity seized and thereafter released for licit use as well as any quantity taken from special stocks for the requirements of the civilian population.

5. Subject to the deductions referred to in paragraph 3 of article 21, and account being taken where appropriate of the provisions of article 21 bis, the estimates shall not be exceeded."

Article 10

Amendments to article 20 of the Single Convention

Article 20 of the Single Convention shall be amended to read as follows:

"1. The Parties shall furnish to the Board for each of their territories, in the manner and form prescribed by the Board, statistical returns on forms supplied by it in respect of the following matters:

(a) Production or manufacture of drugs;

(b) Utilization of drugs for the manufacture of other drugs, of preparations in Schedule III and of substances not covered by this Convention, and utilization of poppy straw for the manufacture of drugs;

(c) Consumption of drugs;

(d) Imports and exports of drugs and poppy straw;

(e) Seizures of drugs and disposal thereof;

(f) Stocks of drugs as at 31 December of the year to which the returns relate; and

(g) Ascertainable area of cultivation of the opium poppy.

2. (a) The statistical returns in respect of the matters referred to in paragraph 1, except sub-paragraph (d), shall be prepared annually and shall be furnished to the Board not later than 30 June following the year to which they relate.

(b) The statistical returns in respect to the matters referred to in sub-paragraph (d) of paragraph 1 shall be prepared quarterly and shall be

furnished to the Board within one month after the end of the quarter to which they relate.

3. The Parties are not required to furnish statistical returns respecting special stocks, but shall furnish separately returns respecting drugs imported into or procured within the country or territory for special purposes, as well as quantities of drugs withdrawn from special stocks to meet the requirements of the civilian population."

Article 11

New article 21 bis

The following new article shall be inserted after article 21 of the Single Convention:

"Article 21 bis

Limitation of Production of Opium

1. The production of opium by any country or territory shall be organized and controlled in such manner as to ensure that, as far as possible, the quantity produced in any one year shall not exceed the estimate of opium to be produced as established under paragraph 1 (f) of article 19.

2. If the Board finds on the basis of information at its disposal in accordance with the provisions of this Convention that a Party which has submitted an estimate under paragraph 1 (f) of article 19 has not limited opium produced within its borders to licit purposes in accordance with relevant estimates and that a significant amount of opium produced, whether licitly or illicitly, within the borders of such a Party, has been introduced into the illicit traffic, it may, after studying the explanations of the Party concerned, which shall be submitted to it within one month after notification of the finding in question, decide to deduct all, or a portion, of such an amount from the quantity to be produced and from the total of the estimates as defined in paragraph 2 (b) of article 19 for the next year in which such a deduction can be technically accomplished, taking into account the season of the year and contractual commitments to export opium. This decision shall take effect ninety days after the Party concerned is notified thereof.

3. After notifying the Party concerned of the decision it has taken under paragraph 2 above with regard to a deduction, the Board shall consult with that Party in order to resolve the situation satisfactorily.

4. If the situation is not satisfactorily resolved, the Board may utilize the provisions of article 14 where appropriate.

5. In taking its decision with regard to a deduction under paragraph 2 above, the Board shall take into account not only all relevant circumstances including those giving rise to the illicit traffic problem referred to in paragraph 2 above, but also any relevant new control measures which may have been adopted by the Party."

Article 12

Amendment to article 22 of the Single Convention

Article 22 of the Single Convention shall be amended to read as follows:

"1. Whenever the prevailing conditions in the country or a territory of a Party render the prohibition of the cultivation of the opium poppy, the coca bush or the cannabis plant the most suitable measure, in its opinion, for protecting the public health and welfare and preventing the diversion of drugs into the illicit traffic, the Party concerned shall prohibit cultivation.

2. A Party prohibiting cultivation of the opium poppy or the cannabis plant shall take appropriate measures to seize any plants illicitly cultivated and to destroy them, except for small quantities required by the Party for scientific or research purposes."

Article 13

Amendment to article 35 of the Single Convention

Article 35 of the Single Convention shall be amended to read as follows:

"Having due regard to their constitutional, legal and administrative systems, the Parties shall:

(a) Make arrangements at the national level for co-ordination of preventive and repressive action against the illicit traffic; to this end they may usefully designate an appropriate agency responsible for such co-ordination;

(b) Assist each other in the campaign against the illicit traffic in narcotic drugs;

(c) Co-operate closely with each other and with the competent international organizations of which they are members with a view to maintaining a co-ordinated campaign against the illicit traffic;

(d) Ensure that international co-operation between the appropriate agencies be conducted in an expeditious manner;

(e) Ensure that where legal papers are transmitted internationally for the purposes of a prosecution, the transmittal be effected in an expeditious manner to the bodies designated by the Parties; this requirement shall be

without prejudice to the right of a Party to require that legal papers be sent to it through the diplomatic channel;

(f) Furnish, if they deem it appropriate, to the Board and the Commission through the Secretary-General, in addition to information required by article 18, information relating to illicit drug activity within their borders, including information on illicit cultivation, production, manufacture and use of, and on illicit trafficking in, drugs; and

(g) Furnish the information referred to in the preceding paragraph as far as possible in such manner and by such dates as the Board may request; if requested by a Party, the Board may offer its advice to it in furnishing the information and in endeavouring to reduce the illicit drug activity within the borders of that Party."

Article 14

Amendments to article 36, paragraphs 1 and 2, of the Single Convention

Article 36, paragraphs 1 and 2, of the Single Convention shall be amended to read as follows:

"1. (a) Subject to its constitutional limitations, each Party shall adopt such measures as will ensure that cultivation, production, manufacture, extraction, preparation, possession, offering, offering for sale, distribution, purchase, sale, delivery on any terms whatsoever, brokerage, dispatch, dispatch in transit, transport, importation and exportation of drugs contrary to the provisions of this Convention, and any other action which in the opinion of such Party may be contrary to the provisions of this Convention, shall be punishable offences when committed intentionally, and that serious offences shall be liable to adequate punishment particularly by imprisonment or other penalties of deprivation of liberty.

(b) Notwithstanding the preceding sub-paragraph, when abusers of drugs have committed such offences, the Parties may provide, either as an alternative to conviction or punishment or in addition to conviction or punishment, that such abusers shall undergo measures of treatment, education, after-care, rehabilitation and social reintegration in conformity with paragraph 1 of article 38.

2. Subject to the constitutional limitations of a Party, its legal system and domestic law,

(a) (i) Each of the offences enumerated in paragraph 1, if committed in different countries, shall be considered as a distinct offence;

(ii) Intentional participation in, conspiracy to commit and attempts to commit, any of such offences, and preparatory acts and financial operations in connexion with the offences referred to in this article, shall be punishable offences as provided in paragraph 1;

(iii) Foreign convictions for such offences shall be taken into account for the purpose of establishing recidivism; and

(iv) Serious offences heretofore referred to committed either by nationals or by foreigners shall be prosecuted by the Party in whose territory the offence was committed, or by the Party in whose territory the offender is found if extradition is not acceptable in conformity with the law of the Party to which application is made, and if such offender has not already been prosecuted and judgement given.

(b) (i) Each of the offences enumerated in paragraphs 1 and 2 (a) (ii) of this article shall be deemed to be included as an extraditable offence in any extradition treaty existing between Parties. Parties undertake to include such offences as extraditable offences in every extradition treaty to be concluded between them.

(ii) If a Party which makes extradition conditional on the existence of a treaty receives a request for extradition from another Party with which it has no extradition treaty, it may at its option consider this Convention as the legal basis for extradition in respect of the offences enumerated in paragraphs 1 and 2 (a) (ii) of this article. Extradition shall be subject to the other conditions provided by the law of the requested Party.

(iii) Parties which do not make extradition conditional on the existence of a treaty shall recognize the offences enumerated in paragraphs 1 and 2 (a) (ii) of this article as extraditable offences between themselves, subject to the conditions provided by the law of the requested Party.

(iv) Extradition shall be granted in conformity with the law of the Party to which application is made, and, notwithstanding sub-paragraphs (b)(i), (ii) and (iii) of this paragraph, the Party shall have the right to refuse to grant the extradition in cases where the competent authorities consider that the offence is not sufficiently serious."

Article 15

Amendments to article 38 of the Single Convention and its title

Article 38 of the Single Convention and its title shall be amended to read as follows:

"Measures against the Abuse of Drugs

1. The Parties shall give special attention to and take all practicable measures for the prevention of abuse of drugs and for the early identification, treatment, education, after-care, rehabilitation and social reintegration of the persons involved and shall co-ordinate their efforts to these ends.

2. The Parties shall as far as possible promote the training of personnel in the treatment, after-care, rehabilitation and social reintegration of abusers of drugs.

3. The Parties shall take all practicable measures to assist persons whose work so requires to gain an understanding of the problems of abuse of drugs and of its prevention, and shall also promote such understanding among the general public if there is a risk that abuse of drugs will become widespread."

Article 16

New article 38 bis

The following new article shall be inserted after article 38 of the Single Convention:

"Article 38 bis

Agreements on Regional Centres

If a Party considers it desirable as part of its action against the illicit traffic in drugs, having due regard to its constitutional, legal and administrative systems, and, if it so desires, with the technical advice of the Board or the specialized agencies, it shall promote the establishment, in consultation with other interested Parties in the region, of agreements which contemplate the development of regional centres for scientific research and education to combat the problems resulting from the illicit use of and traffic in drugs."

Article 17

Languages of the Protocol and procedure for signature, ratification and accession

1. This Protocol, of which the Chinese, English, French, Russian and Spanish texts are equally authentic, shall be open for signature until 31 December 1972 on behalf of any Party or signatory to the Single Convention.

2. This Protocol is subject to ratification by States which have signed it and have ratified or acceded to the Single Convention. The instruments of ratification shall be deposited with the Secretary-General.

3. This Protocol shall be open after 31 December 1972 for accession by any Party to the Single Convention which has not signed this Protocol. The instruments of accession shall be deposited with the Secretary-General.

Article 18

Entry into force

1. This Protocol, together with the amendments which it contains, shall come into force on the thirtieth day following the date on which the fortieth instrument of ratification or accession is deposited in accordance with article 17.

2. In respect of any other State depositing an instrument of ratification or accession after the date of deposit of the said fortieth instrument, this Protocol shall come into force on the thirtieth day after the deposit by that State of its instrument of ratification or accession.

Article 19

Effect of entry into force

Any State which becomes a Party to the Single Convention after the entry into force of this Protocol pursuant to paragraph 1 of article 18 above shall, failing an expression of a different intention by that State:

(a) be considered as a Party to the Single Convention as amended; and

(b) be considered as a Party to the unamended Single Convention in relation to any Party to that Convention not bound by this Protocol.

Article 20

Transitional provisions

1. The functions of the International Narcotics Control Board provided for in the amendments contained in this Protocol shall, as from the date of the coming into force of this Protocol pursuant to paragraph 1 of article 18 above, be performed by the Board as constituted by the unamended Single Convention.

2. The Economic and Social Council shall fix the date on which the Board as constituted under the amendments contained in this Protocol shall enter upon its duties. As from that date the Board as so constituted shall, with respect to those Parties to the unamended Single Convention and to those

Parties to the treaties enumerated in article 44 thereof which are not Parties to this Protocol, undertake the functions of the Board as constituted under the unamended Single Convention.

3. Of the members elected at the first election after the increase in the membership of the Board from eleven to thirteen members the terms of six members shall expire at the end of three years and the terms of the other seven members shall expire at the end of five years.

4. The members of the Board whose terms are to expire at the end of the abovementioned initial period of three years shall be chosen by lot to be drawn by the Secretary-General immediately after the first election has been completed.

Article 21

Reservations

1. Any State may, at the time of signature or ratification of or accession to this Protocol, make a reservation in respect of any amendment contained herein other than the amendments to article 2, paragraphs 6 and 7 (article 1 of this Protocol), article 9, paragraphs 1, 4 and 5 (article 2 of this Protocol), article 10, paragraphs 1 and 4 (article 3 of this Protocol), article 11 (article 4 of this Protocol), article 14 bis (article 7 of this Protocol), article 16 (article 8 of this Protocol), article 22 (article 12 of this Protocol), article 35 (article 13 of this Protocol), article 36, paragraph 1 (b) (article 14 of this Protocol), article 38 (article 15 of this Protocol) and article 38 bis (article 16 of this Protocol).

2. A State which has made reservations may at any time by notification in writing withdraw all or part of its reservations.

Article 22

The Secretary-General shall transmit certified true copies of this Protocol to all the Parties and signatories to the Single Convention. When this Protocol has entered into force pursuant to paragraph 1 of article 18

above, the Secretary-General shall prepare a text of the Single Convention as amended by this Protocol, and shall transmit certified true copies of it to all States Parties or entitled to become Parties to the Convention as amended.

DONE at Geneva, this twenty-fifth day of March one thousand nine hundred and seventy-two, in a single copy, which shall be deposited in the archives of the United Nations.

IN WITNESS WHEREOF the undersigned, duly authorized, have signed this Protocol on behalf of their respective Governments:

PROTOCOLE
PORTANT AMENDEMENT DE LA CONVENTION UNIQUE SUR LES STUPÉFIANTS DE 1961

NATIONS UNIES
1972

PROTOCOLE PORTANT AMENDEMENT DE LA CONVENTION UNIQUE
SUR LES STUPEFIANTS DE 1961

PREAMBULE

Les Parties au présent Protocole,

Considérant les dispositions de la Convention unique sur les stupéfiants de 1961, faite à New York le 30 mars 1961 (ci-après dénommée la Convention unique),

Souhaitant modifier la Convention unique,

Sont convenues de ce qui suit :

Article premier

Amendements à l'article 2, paragraphes 4, 6 et 7, de la Convention unique

L'article 2, paragraphes 4, 6 et 7, de la Convention unique sera modifié comme suit :

"4. Les préparations du Tableau III sont soumises aux mêmes mesures de contrôle que les préparations qui contiennent des stupéfiants du Tableau II. Toutefois, les paragraphes 1 b), et 3 à 15 de l'article 31 et, en ce qui concerne leur acquisition et leur délivrance au détail, l'alinéa b) de l'article 34, ne seront pas nécessairement appliqués, et aux fins des évaluations (article 19) et des statistiques (article 20), les renseignements demandés seront limités aux quantités de stupéfiants utilisées dans la fabrication desdites préparations.

6. En plus des mesures de contrôle applicables à tous les stupéfiants du Tableau I, l'opium est soumis aux dispositions de l'article 19, paragraphe 1, alinéa f), et des articles 21 bis, 23 et 24, la feuille de coca aux dispositions des articles 26 et 27 et le cannabis aux dispositions de l'article 28.

7. Le pavot à opium, le cocaïer, la plante de cannabis, la paille de pavot et les feuilles de cannabis sont soumis aux mesures de contrôle prévues respectivement à l'article 19, paragraphe 1, alinéa e), à l'article 20, paragraphe 1, alinéa g), à l'article 21 bis et aux articles 22 à 24; 22, 26 et 27; 22 et 28; 25 et 28."

Article 2

Amendements au titre de l'article 9 de la Convention unique et au paragraphe 1 et insertion de nouveaux paragraphes 4 et 5

Le titre de l'article 9 de la Convention unique sera modifié comme suit :

"Composition et Attributions de l'Organe"

L'article 9, paragraphe 1, de la Convention unique sera modifié comme suit :

"1. L'Organe se compose de treize membres élus par le Conseil ainsi qu'il suit :

a) Trois membres ayant l'expérience de la médecine, de la pharmacologie ou de la pharmacie et choisis sur une liste d'au moins cinq personnes désignées par l'Organisation mondiale de la santé, et

b) Dix membres choisis sur une liste de personnes désignées par les Membres de l'Organisation des Nations Unies et par les Parties qui n'en sont pas membres."

Les nouveaux paragraphes 4 et 5 ci-après seront insérés après le paragraphe 3 de l'article 9 de la Convention unique :

"4. Sans préjudice des autres dispositions de la présente Convention, l'Organe, agissant en coopération avec les Gouvernements, s'efforcera de limiter la culture, la production, la fabrication et l'usage des stupéfiants aux montants requis à des fins médicales et scientifiques, de faire en sorte qu'il y soit satisfait et d'empêcher la culture, la production, la fabrication, le trafic et l'usage illicites des stupéfiants.

5. Les mesures prises par l'Organe en application de la présente Convention seront toujours celles qui seront les plus propres à servir la coopération des Gouvernements avec l'Organe et à rendre possible un dialogue permanent entre les Gouvernements et l'Organe, de manière à aider et à faciliter toute action efficace des Gouvernements en vue d'atteindre les buts de la présente Convention."

Article 3

Amendements à l'article 10, paragraphes 1 et 4, de la Convention unique

L'article 10, paragraphes 1 et 4, de la Convention unique sera modifié comme suit :

"1. Les membres de l'Organe sont élus pour cinq ans et ils sont rééligibles.

4. Le Conseil peut, sur la recommandation de l'Organe, révoquer un membre de l'Organe qui ne remplit plus les conditions requises au paragraphe 2 de l'article 9. Cette recommandation doit être formulée par un vote affirmatif de neuf membres de l'Organe."

Article 4

Amendement à l'article 11, paragraphe 3, de la Convention unique

L'article 11, paragraphe 3, de la Convention unique sera modifié comme suit :

"3. Le quorum indispensable pour les réunions de l'Organe est de huit membres."

Article 5

Amendement à l'article 12, paragraphe 5, de la Convention unique

L'article 12, paragraphe 5, de la Convention unique sera modifié comme suit :

"5. En vue de limiter l'usage et la distribution des stupéfiants aux montants requis à des fins médicales et scientifiques et de faire en sorte qu'il y soit satisfait, l'Organe confirmera dans le plus bref délai possible les évaluations, y compris les évaluations supplémentaires; il pourra aussi les modifier avec le consentement du Gouvernement intéressé. En cas de désaccord entre le Gouvernement et l'Organe, ce dernier aura le droit d'établir, de communiquer et de publier ses propres évaluations, y compris les évaluations supplémentaires."

Article 6

Amendements à l'article 14, paragraphes 1 et 2, de la Convention unique

L'article 14, paragraphes 1 et 2, de la Convention unique sera modifié comme suit :

"1. a) Si, après examen des renseignements adressés à l'Organe par le Gouvernement conformément aux dispositions de la présente Convention ou des renseignements communiqués par des organes des Nations Unies ou par des institutions spécialisées ou, à condition qu'elles soient agréées par la Commission sur la recommandation de l'Organe, soit par d'autres organisations intergouvernementales, soit par des organisations internationales non gouvernementales qui ont une compétence directe en la matière et qui sont dotées

du statut consultatif auprès du Conseil économique et social en vertu de l'Article 71 de la Charte des Nations Unies ou qui jouissent d'un statut analogue par accord spécial avec le Conseil, l'Organe a des raisons objectives de croire que les buts de la présente Convention sont sérieusement compromis du fait qu'une Partie ou un pays ou territoire manque d'exécuter les dispositions de la présente Convention, l'Organe a le droit de proposer d'entrer en consultation avec le Gouvernement intéressé ou de lui demander des explications. Si, sans qu'il ait manqué d'exécuter les dispositions de la présente Convention, une Partie ou un pays ou territoire est devenu un centre important de culture, de production, de fabrication, de trafic ou de consommation illicites de stupéfiants, ou qu'il existe manifestement un grave risque qu'il le devienne, l'Organe a le droit de proposer d'entrer en consultation avec le Gouvernement intéressé. Sous réserve du droit qu'il possède d'appeler l'attention des Parties et du Conseil et de la Commission sur la question, ainsi qu'il est prévu à l'alinéa d) ci-dessous, l'Organe considérera comme confidentielles une demande de renseignements et une explication fournie par un Gouvernement ou une proposition de consultations et les consultations tenues avec un Gouvernement en vertu des dispositions du présent alinéa.

b) Après avoir agi conformément à l'alinéa a) ci-dessus, l'Organe peut, s'il juge nécessaire de le faire, demander au Gouvernement intéressé de prendre les mesures correctives qui, en raison des circonstances, peuvent paraître nécessaires pour assurer l'exécution des dispositions de la présente Convention.

c) L'Organe peut, s'il le juge nécessaire pour élucider une question visée à l'alinéa a) ci-dessus, proposer au Gouvernement intéressé de faire entreprendre une étude de celle-ci, sur son territoire, de la manière que ce dernier juge appropriée. Si le Gouvernement intéressé décide d'entreprendre cette étude, il peut prier l'Organe de fournir des moyens techniques et les services d'une ou plusieurs personnes possédant les qualifications requises pour assister les agents du Gouvernement dans l'étude en question. La ou les personnes que l'Organe se propose de mettre à la disposition du Gouvernement seront soumises à l'agrément de ce dernier. Les modalités de l'étude et le délai dans lequel elle doit être achevée seront arrêtés par voie de consultation entre le Gouvernement et l'Organe. Le Gouvernement transmettra à l'Organe les résultats de l'étude et indiquera les mesures correctives qu'il juge nécessaire de prendre.

d) Si l'Organe constate que le Gouvernement intéressé a manqué de donner des explications satisfaisantes lorsqu'il a été invité à le faire conformément à l'alinéa a) ci-dessus, ou a négligé d'adopter toute mesure corrective qu'il a été invité à prendre conformément à l'alinéa b) ci-dessus, ou qu'il existe une situation grave exigeant des mesures de coopération internationale en vue d'y remédier, il peut appeler l'attention des Parties, du Conseil et de la Commission sur la question. L'Organe agira ainsi si les buts de la présente Convention sont sérieusement compromis et s'il n'a pas été possible de résoudre autrement la question de façon satisfaisante. Il agira de la même manière s'il constate qu'il existe une situation grave qui requiert des mesures de coopération internationale, et s'il considère qu'en vue de remédier à cette situation, attirer l'attention des Parties, du Conseil et de la Commission est le moyen le plus approprié de faciliter une telle coopération; après examen des rapports établis par l'Organe, et éventuellement par la Commission, le Conseil peut appeler l'attention de l'Assemblée générale sur la question.

2. Lorsqu'il appelle l'attention des Parties, du Conseil et de la Commission sur une question conformément à l'alinéa d) du paragraphe 1 ci-dessus, l'Organe peut, s'il juge une telle mesure nécessaire, recommander aux Parties d'arrêter l'importation de stupéfiants en provenance du pays intéressé, ou l'exportation de stupéfiants à destination de ce pays ou territoire, ou, à la fois, l'importation et l'exportation, soit pour une période déterminée, soit jusqu'à ce que la situation dans ce pays ou territoire lui donne satisfaction. L'Etat intéressé a le droit de porter la question devant le Conseil."

Article 7

Nouvel article 14 bis

Le nouvel article ci-après sera inséré après l'article 14 de la Convention unique :

"Article 14 bis

Assistance technique et financière

Dans les cas où il le juge approprié, l'Organe, agissant en accord avec le Gouvernement intéressé, peut, soit parallèlement, soit aux lieu et place des mesures énoncées aux paragraphes 1 et 2 de l'article 14, recommander aux organes compétents des Nations Unies et aux institutions spécialisées qu'une

assistance technique ou financière, ou l'une et l'autre à la fois, soit fournie audit Gouvernement afin d'appuyer ses efforts pour s'acquitter de ses obligations découlant de la présente Convention, en particulier celles qui sont stipulées ou mentionnées aux articles 2, 35, 38 et 38 bis."

Article 8

Amendement à l'article 16 de la Convention unique

L'article 16 de la Convention unique sera modifié comme suit :

"Les services de secrétariat de la Commission et de l'Organe seront fournis par le Secrétaire général. Toutefois, le Secrétaire de l'Organe sera nommé par le Secrétaire général en consultation avec l'Organe."

Article 9

Amendements à l'article 19, paragraphes 1, 2 et 5, de la Convention unique

L'article 19, paragraphes 1, 2 et 5, de la Convention unique sera modifié comme suit :

"1. Les Parties adresseront à l'Organe, chaque année et pour chacun de leurs territoires, de la manière et sous la forme qu'il prescrira, des évaluations ayant trait aux sujets suivants et établies sur des formulaires fournis par l'Organe :

a) Les quantités de stupéfiants qui seront consommées à des fins médicales et scientifiques;

b) Les quantités de stupéfiants qui seront utilisées pour la fabrication d'autres stupéfiants, de préparations du Tableau III et de substances non visées par la présente Convention;

c) Les quantités de stupéfiants qui seront en stock au 31 décembre de l'année à laquelle les évaluations se rapportent;

d) Les quantités de stupéfiants qu'il est nécessaire d'ajouter aux stocks spéciaux;

e) La superficie (en hectares) et l'emplacement géographique des terres qui seront consacrées à la culture du pavot à opium;

f) La quantité approximative d'opium qui sera produite;

g) Le nombre des établissements industriels qui fabriqueront des stupéfiants synthétiques; et

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h) Les quantités de stupéfiants synthétiques qui seront fabriqués par chacun des établissements mentionnés à l'alinéa précédent.

2. a) Sous réserve des déductions prévues au paragraphe 3 de l'article 21, le total des évaluations pour chaque territoire et pour chaque stupéfiant à l'exception de l'opium et des stupéfiants synthétiques sera la somme des quantités spécifiées aux alinéas a), b) et d) du paragraphe 1 du présent article, augmentée de toute quantité nécessaire pour porter les stocks existant au 31 décembre de l'année précédente au niveau évalué conformément aux dispositions de l'alinéa c) du paragraphe 1.

b) Sous réserve des déductions prévues au paragraphe 3 de l'article 21 en ce qui concerne les importations et au paragraphe 2 de l'article 21 bis, le total des évaluations d'opium pour chaque territoire sera soit la somme des quantités spécifiées aux alinéas a), b) et d) du paragraphe 1 du présent article, augmentée de toute quantité nécessaire pour porter les stocks existant au 31 décembre de l'année précédente au niveau évalué conformément aux dispositions de l'alinéa c) du paragraphe 1, soit la quantité spécifiée à l'alinéa f) du paragraphe 1 du présent article si elle est plus élevée que la première.

c) Sous réserve des déductions prévues au paragraphe 3 de l'article 21, le total des évaluations de chaque stupéfiant synthétique pour chaque territoire sera soit la somme des quantités spécifiées aux alinéas a), b) et d) du paragraphe 1 du présent article, augmentée de la quantité nécessaire pour porter les stocks existant au 31 décembre de l'année précédente au niveau évalué conformément aux dispositions de l'alinéa c) du paragraphe 1, soit la somme des quantités spécifiées à l'alinéa h) du paragraphe 1 du présent article si elle est plus élevée que la première.

d) Les évaluations fournies en vertu des alinéas précédents du présent paragraphe seront modifiées selon qu'il conviendra, de manière à tenir compte de toute quantité saisie puis mise sur le marché licite, ainsi que de toute quantité prélevée sur les stocks spéciaux pour satisfaire aux besoins de la population civile.

5. Sous réserve des déductions prévues au paragraphe 3 de l'article 21, et compte tenu le cas échéant des dispositions de l'article 21 bis, les évaluations ne devront pas être dépassées."

Article 10

Amendements à l'article 20 de la Convention unique

L'article 20 de la Convention unique sera modifié comme suit :

"1. Les Parties adresseront à l'Organe, pour chacun de leurs territoires, de la manière et sous la forme qu'il prescrira, des statistiques ayant trait aux sujets suivants et établies sur des formulaires fournis par l'Organe :

a) Production ou fabrication de stupéfiants;

b) Utilisation de stupéfiants pour la fabrication d'autres stupéfiants, de préparations du Tableau III et de substances non visées par la présente Convention et utilisation de la paille de pavot pour la fabrication de stupéfiants;

c) Consommation de stupéfiants;

d) Importations et exportations de stupéfiants et de paille de pavot;

e) Saisies de stupéfiants et affectation des quantités saisies;

f) Stocks de stupéfiants au 31 décembre de l'année à laquelle les statistiques se rapportent; et

g) Superficie déterminable des cultures de pavot à opium.

2. a) Les statistiques ayant trait aux sujets mentionnés au paragraphe 1, exception faite de l'alinéa d), seront établies annuellement et seront fournies à l'Organe au plus tard le 30 juin de l'année suivant celle à laquelle elles se rapportent;

b) Les statistiques ayant trait aux sujets mentionnés à l'alinéa d) du paragraphe 1 seront établies trimestriellement et seront fournies à l'Organe dans le délai d'un mois à compter de la fin du trimestre auquel elles se rapportent.

3. Les Parties ne sont pas tenues de fournir de statistiques ayant trait aux stocks spéciaux, mais elles fourniront séparément des statistiques ayant trait aux stupéfiants importés ou acquis dans le pays ou territoire pour les besoins spéciaux, ainsi qu'aux quantités de stupéfiants prélevés sur les stocks spéciaux pour satisfaire aux besoins de la population civile."

Article 11

Nouvel article 21 bis

Le nouvel article ci-après sera inséré après l'article 21 de la Convention unique :

"Article 21 bis

Limitation de la Production d'Opium

1. La production d'opium par un pays ou territoire quelconque sera organisée et contrôlée de telle manière que, dans la mesure du possible, la quantité produite au cours d'une année donnée ne soit pas supérieure à l'évaluation, établie conformément au paragraphe 1 f) de l'article 19, de la quantité d'opium qu'il est prévu de produire.

2. Si l'Organe constate, d'après les renseignements qui lui auront été fournis conformément aux dispositions de la présente Convention, qu'une Partie qui a fourni une évaluation conformément au paragraphe 1 f) de l'article 19 n'a pas limité l'opium produit à l'intérieur de ses frontières à des fins licites conformément aux évaluations pertinentes, et qu'une quantité importante d'opium produite, licitement ou illicitement, à l'intérieur des frontières de cette Partie, a été mise sur le marché illicite, l'Organe peut, après avoir examiné les explications de la Partie intéressée, qui doivent lui être présentées dans un délai d'un mois suivant la notification de ladite constatation, décider de déduire tout ou partie de ce montant de la quantité qui sera produite et du total des évaluations tel qu'il est défini au paragraphe 2 b) de l'article 19 pour la première année où une telle déduction sera techniquement applicable, compte tenu de l'époque de l'année et des engagements contractuels auxquels la Partie en cause aura souscrit en vue d'exporter de l'opium. Cette décision devra prendre effet 90 jours après que la Partie intéressée en aura reçu notification.

3. L'Organe, après avoir notifié à la Partie intéressée sa décision relative à une déduction prise conformément au paragraphe 2 ci-dessus, entrera en consultation avec elle afin d'apporter une solution satisfaisante à la situation.

4. Si la situation n'est pas résolue d'une manière satisfaisante, l'Organe peut, s'il y a lieu, appliquer les dispositions de l'article 14.

5. En prenant sa décision relative à la déduction prévue au paragraphe 2 ci-dessus, l'Organe tiendra compte non seulement de toutes les circonstances pertinentes, notamment celles qui donnent naissance au problème du trafic illicite visé au paragraphe 2 ci-dessus, mais aussi de toute nouvelle mesure appropriée de contrôle que la Partie a pu adopter."

Article 12

Amendement à l'article 22 de la Convention unique

L'article 22 de la Convention unique sera modifié comme suit :

"1. Lorsque la situation dans le pays ou un territoire d'une Partie est telle que l'interdiction de la culture du pavot à opium, du cocaïer ou de la plante de cannabis est, à son avis, la mesure la plus appropriée pour protéger la santé publique, et empêcher que des stupéfiants ne soient détournés vers le trafic illicite, la Partie intéressée en interdira la culture.

2. La Partie qui interdit la culture du pavot à opium ou de la plante de cannabis prendra les mesures appropriées pour saisir les plants cultivés illicitement et pour les détruire, sauf pour de petites quantités nécessaires pour la Partie aux fins de recherches scientifiques."

Article 13

Amendement à l'article 35 de la Convention unique

L'article 35 de la Convention unique sera modifié comme suit :

"Compte dûment tenu de leurs régimes constitutionnel, juridique et administratif, les Parties :

a) Assureront sur le plan national une coordination de l'action préventive et répressive contre le trafic illicite; à cette fin, elles pourront utilement désigner un service approprié chargé de cette coordination;

b) S'assisteront mutuellement dans la lutte contre le trafic illicite;

c) Coopéreront étroitement entre elles et avec les organisations internationales compétentes dont elles sont membres afin de mener une lutte coordonnée contre le trafic illicite;

d) Veilleront à ce que la coopération internationale des services appropriés soit effectuée par des voies rapides;

e) S'assureront que, lorsque des pièces de justice sont transmises entre des pays pour la poursuite d'une action judiciaire, la transmission sera effectuée par des voies rapides à l'adresse des instances désignées par les Parties; cette disposition ne porte pas atteinte au droit des Parties de demander que les pièces de justice leur soient envoyées par la voie diplomatique.

f) Fourniront à l'Organe et à la Commission, si elles le jugent approprié, par l'intermédiaire du Secrétaire général, outre les renseignements requis en vertu de l'article 18, des renseignements ayant trait aux activités illicites constatées à l'intérieur de leurs frontières et relatives notamment à la culture, à la production, à la fabrication, à l'usage et au trafic illicites des stupéfiants; et

g) Fourniront les renseignements visés au paragraphe précédent, dans toute la mesure du possible de la manière et aux dates que l'Organe fixera; de son côté, à la demande d'une Partie, l'Organe pourra l'aider à fournir ces renseignements et soutenir ses efforts en vue de réduire les activités illicites en matière de stupéfiants à l'intérieur des frontières de ceux-ci."

Article 14

Amendements à l'article 36, paragraphes 1 et 2, de la Convention unique

L'article 36, paragraphes 1 et 2, de la Convention unique sera modifié comme suit :

"1. a) Sous réserve de ses dispositions constitutionnelles, chaque Partie adoptera les mesures nécessaires pour que la culture et la production, la fabrication, l'extraction, la préparation, la détention, l'offre, la mise en vente, la distribution, l'achat, la vente, la livraison, à quelque titre que ce soit, le courtage, l'envoi, l'expédition en transit, le transport, l'importation et l'exportation de stupéfiants non conformes aux dispositions de la présente Convention, ou tout autre acte qui, de l'avis de ladite Partie, serait contraire aux dispositions de la présente Convention, constituent des infractions punissables lorsqu'elles sont commises intentionnellement et pour que les infractions graves soient passibles d'un châtiment adéquat, notamment de peines de prison ou d'autres peines privatives de liberté.

b) Nonobstant les dispositions énoncées à l'alinéa précédent, lorsque des personnes utilisant de façon abusive des stupéfiants auront commis ces infractions, les Parties pourront, au lieu de les condamner ou de prononcer une sanction pénale à leur encontre, ou comme complément de la condamnation ou de la sanction pénale, soumettre ces personnes à des mesures de traitement, d'éducation, de post-cure, de réadaptation et de réintégration sociale conformément aux dispositions du paragraphe 1 de l'article 38.

2. Sous réserve des dispositions constitutionnelles de chaque Partie, de son système juridique et de sa législation nationale,

a) i) Chacune des infractions énumérées au paragraphe 1 sera considérée comme une infraction distincte, si elles sont commises dans des pays différents;

ii) La participation intentionnelle à l'une quelconque desdites infractions, l'association ou l'entente en vue de la commettre ou la tentative de la commettre, ainsi que les actes préparatoires et les opérations financières intentionnellement accomplis, relatifs aux infractions dont il est question dans cet article, constitueront des infractions passibles des peines prévues au paragraphe 1;

iii) Les condamnations prononcées à l'étranger pour ces infractions seront prises en considération aux fins d'établissement de la récidive; et

iv) Les infractions graves précitées, qu'elles soient commises par des nationaux ou des étrangers, seront poursuivies par la Partie sur le territoire de laquelle l'infraction a été commise ou par la Partie sur le territoire de laquelle le délinquant se trouvera si son extradition n'est pas acceptable conformément à la législation de la Partie à laquelle la demande est adressée, et si ledit délinquant n'a pas été déjà poursuivi et jugé.

b) i) Chacune des infractions énumérées aux paragraphes 1 et 2,a),ii) du présent article est de plein droit comprise comme cas d'extradition dans tout traité d'extradition conclu entre les Parties. Les Parties s'engagent à comprendre ces infractions comme cas d'extradition dans tout traité d'extradition à conclure entre elles.

ii) Si une Partie qui subordonne l'extradition à l'existence d'un traité est saisie d'une demande d'extradition par une autre Partie avec laquelle elle n'est pas liée par un traité d'extradition, elle a la latitude de considérer la présente Convention comme constituant la base juridique de l'extradition en ce qui concerne les infractions énumérées aux paragraphes 1 et 2,a),ii) du présent article. L'extradition est subordonnée aux autres conditions prévues par le droit de la Partie requise.

iii) Les Parties qui ne subordonnent pas l'extradition à l'existence d'un traité reconnaissent les infractions énumérées aux paragraphes 1 et 2, a), ii) du présent article comme cas d'extradition entre elles dans les conditions prévues par le droit de la Partie requise.

iv) L'extradition sera accordée conformément à la législation de la Partie à qui la demande d'extradition est adressée et, sans préjudice des dispositions des alinéas b), i), ii) et iii) du présent paragraphe, ladite Partie aura le droit de refuser d'accorder l'extradition si les autorités compétentes considèrent que l'infraction n'est pas suffisamment grave."

Article 15

Amendement à l'article 38 de la Convention unique et à son titre

L'article 38 de la Convention unique et son titre seront modifiés comme suit :

"Mesures contre l'Abus des Stupéfiants

1. Les Parties envisageront avec une attention particulière l'abus des stupéfiants et prendront toutes les mesures possibles pour le prévenir et pour assurer le prompt dépistage, le traitement, l'éducation, la post-cure, la réadaptation et la réintégration sociale des personnes intéressées; elles coordonneront leurs efforts à ces fins.

2. Les Parties favoriseront, autant que possible, la formation d'un personnel pour assurer le traitement, la post-cure, la réadaptation et la réintégration sociale des personnes qui abusent de stupéfiants.

3. Les Parties prendront toutes les mesures possibles pour aider les personnes qui en ont besoin dans l'exercice de leur profession à acquérir la connaissance des problèmes posés par l'abus des stupéfiants et par sa prévention, et elles développeront aussi cette connaissance dans le grand public s'il y a lieu de craindre que l'abus de ces stupéfiants ne se répande très largement."

Article 16

Nouvel article 38 bis

Le nouvel article ci-après sera inséré après l'article 38 de la Convention unique :

"Article 38 bis

Accords prévoyant la Création de Centres Régionaux

Si une Partie l'estime souhaitable, dans la lutte qu'elle mène contre le trafic illicite des stupéfiants, et compte tenu de son régime constitutionnel, juridique et administratif, elle s'efforcera, en sollicitant si elle le désire les avis techniques de l'Organe ou des institutions spécialisées, de faire

établir, en consultation avec les autres Parties intéressées de la région, des accords prévoyant la création de centres régionaux de recherche scientifique et d'éducation en vue de résoudre les problèmes découlant de l'usage et du trafic illicites des stupéfiants."

Article 17

Langues du Protocole et procédure de signature, de ratification et d'adhésion

1. Le présent Protocole, dont les textes anglais, chinois, espagnol, français et russe font également foi, sera ouvert jusqu'au 31 décembre 1972 à la signature de toutes les Parties à la Convention unique ou à tous ses signataires.

2. Le présent Protocole est soumis à la ratification des Etats qui l'ont signé et qui ont ratifié ou adhéré à la Convention unique. Les instruments de ratification seront déposés auprès du Secrétaire général.

3. Le présent Protocole sera ouvert après le 31 décembre 1972 à l'adhésion des Parties à la Convention unique qui n'auront pas signé le Protocole. Les instruments d'adhésion seront déposés auprès du Secrétaire général.

Article 18

Entrée en vigueur

1. Le présent Protocole et les amendements qu'il contient entreront en vigueur le trentième jour qui suivra la date à laquelle le quarantième instrument de ratification ou d'adhésion aura été déposé conformément à l'article 17.

2. Pour tout autre Etat déposant un instrument de ratification ou d'adhésion après la date de dépôt dudit quarantième instrument, le présent Protocole entrera en vigueur le trentième jour qui suivra le dépôt par cet Etat de son instrument de ratification ou d'adhésion.

Article 19

Effet de l'entrée en vigueur

Tout Etat qui devient Partie à la Convention unique après l'entrée en vigueur du présent Protocole conformément au paragraphe 1 de l'article 18 ci-dessus est, faute d'avoir exprimé une intention différente, considéré comme étant

a) Partie à la Convention unique telle qu'elle est amendée; et

b) Partie à la Convention unique non amendée au regard de toute Partie à cette Convention qui n'est pas liée par le présent Protocole.

Article 20

Dispositions transitoires

1. Les fonctions de l'Organe international de contrôle des stupéfiants prévues par les amendements contenus dans le présent Protocole seront, à compter de la date d'entrée en vigueur du présent Protocole (paragraphe 1, article 18) exercées par l'Organe tel qu'il est constitué par la Convention unique non amendée.

2. Le Conseil économique et social fixera la date à laquelle l'Organe tel qu'il sera constitué en vertu des amendements contenus dans le présent Protocole entrera en fonctions. A cette date, l'Organe ainsi constitué assumera, à l'égard des Parties à la Convention unique non amendée et des Parties aux traités énumérés à l'article 44 de ladite Convention qui ne sont pas Parties au présent Protocole, les fonctions de l'Organe tel qu'il est constitué en vertu de la Convention unique non amendée.

3. En ce qui concerne les membres nommés aux premières élections qui suivront l'augmentation du nombre des membres de l'Organe, qui passera de 11 à 13, les fonctions de cinq membres prendront fin au bout de trois ans, et celles des sept autres membres prendront fin à l'expiration des cinq ans.

4. Les membres de l'Organe dont les fonctions prendront fin au terme de la période initiale de trois ans mentionnée ci-dessus seront désignés par tirage au sort effectué par le Secrétaire général immédiatement après qu'il aura été procédé à la première élection.

Article 21

Réserves

1. Tout Etat peut, au moment où il signe le présent Protocole, le ratifie ou y adhère, faire une réserve sur tout amendement qu'il contient autre que les amendements à l'article 2, paragraphes 6 et 7 (article 1 du présent Protocole), à l'article 9, paragraphes 1, 4 et 5 (article 2 du présent Protocole), à l'article 10, paragraphes 1 et 4 (article 3 du présent Protocole), à l'article 11 (article 4 du présent Protocole), à l'article 14 bis (article 7 du présent Protocole), à l'article 16 (article 8 du présent Protocole), à l'article 22 (article 12 du présent Protocole), à l'article 35

(article 13 du présent Protocole), à l'article 36, paragraphe 1, alinéa b) (article 14 du présent Protocole), à l'article 38 (article 15 du présent Protocole) et à l'article 38 bis (article 16 du présent Protocole).

2. L'Etat qui aura fait des réserves pourra à tout moment et par voie de notification écrite retirer tout ou partie de ses réserves.

Article 22

Le Secrétaire général transmettra une copie certifiée conforme du présent Protocole à toutes les Parties à la Convention unique et à tous ses signataires. Lorsque le présent Protocole entrera en vigueur conformément au paragraphe 1 de l'article 18 ci-dessus, le Secrétaire général établira le texte de la Convention unique telle qu'elle est modifiée par le présent Protocole et en transmettra la copie certifiée conforme à tous les Etats Parties ou habilités à devenir Parties à la Convention sous sa forme modifiée.

FAIT à Genève le 25 mars mil neuf cent soixante-douze, en un seul exemplaire qui sera conservé dans les archives de l'Organisation des Nations Unies.

EN FOI DE QUOI les soussignés, dûment autorisés, ont signé le présent Protocole au nom de leurs Gouvernements respectifs.

修正一九六一年
麻醉品單一公約的
議定書

聯合國

一九七二年

TIAS 8118

修正一九六一年麻醉品
單一公約的議定書

弁　言

本議定書締約國，

考慮到一九六一年三月三十日訂於紐約的一九六一年麻醉品單一公約（以下稱單一公約）的規定，

要求修正單一公約，

已經議定如下：

第一條

修正單一公約第二條第四項、第六項及第七項

單一公約第二條第四、第六和第七段應予修正如下：

"四　附表叁內之製劑應如含有附表貳內麻醉品的製劑依同樣管制措施處理，但第三十一條第一項(b)款及第三項至第十五項和關於其領取及零售分配的第三十四條(b)項的規定可不適用，又就估計書（第十九條）及統計報告（第二十條）而言，所須提送的情報應以製造此等製劑所用麻醉品的數量爲限。

六　除適用於附表壹內的一切麻醉品的管制措施外，鴉片應依照第十九條第一項(f)款，和第二十一條之二，第二十三條及第二十四條規定辦理，古柯葉應依照第二十六條及第二十七條規定辦理，大麻應依照第二十八條規定辦理。

七 鴉片罌粟、古柯樹、大麻植物、罌粟草及大麻葉應分別依第十九條第一項(e)款，第二十條第一項(e)款，第二十一條之二和第二十二條至第二十四條；第二十二條，第二十六條及第二十七條；第二十二條及第二十八條；第二十五條；及第二十八條所訂定的管制措施辦理。"

第二條

修正單一公約第九條標題及其第一項並新增第四項及第五項

單一公約第九條標題應予修正如下：

"管制局的組織及職掌"

單一公約第九條第一項應予修正如下：

"一 管制局置委員十三人，由理事會依下列規定選舉：

(a) 就世界衛生組織提出的至少五人的名單中選出具有醫學、藥理學或藥學經驗的委員三人；

(b) 就聯合國會員國及非聯合國會員國的締約國所提出的名單中選出委員十人。"

在單一公約第九條第三項後新增下列兩項：

"四 管制局與各政府合作，根據本公約規定，應努力限制麻醉品的種植、生產、製造及使用，使其不超出醫藥及科學用途所需適當數量，確保其可供此種用途並防止麻醉品的非法種植、生產和製造及非法產銷和使用。

五 管制局依本公約所採取的一切措施應與下列意向極爲

一致：促進各政府與管制局的合作及提供各政府同管制局繼續對話的機構，藉以援助並便利各國採取有效行動以達到本公約的目的。"

第三條

修正單一公約第十條第一項及第四項

單一公約第十條第一項及第四項應予修正如下：

"一、管制局委員任期五年，可以連選連任。

四、理事會得根據管制局的建議，將管制局委員已不復具有第九條第二項所規定的必備條件者，予以罷免。此項建議應以管制局委員九人的可決作成。

第四條

修正單一公約第十一條第三項

單一公約第十一條第三項應予修正如下：

"三、管制局會議應以委員八人的出席爲法定人數。"

第五條

修正單一公約第十二條第五項

單一公約第十二條第五項應予修正如下：

"五、管制局，爲限制麻醉品的使用及分配，使其不超出醫藥學及科學用途所需適當數量並確保其可供此種用途起見，應儘速核定估計書，包括補充估計書或於徵得關係政府同意時修

正此種估計書。倘政府與管制局之間意見不一致時，後者應有權確定、遞送及出版其本局的估計書，包括補充估計書。"

第六條

修正單一公約第十四條第一項及第二項

單一公約第十四條第一項及第二項應予修正如下：

"一 (a) 管制局於審查各國政府依本公約規定向該局提出的情報後、或於審查聯合國各機關或各專門機關或經委員會依管制局建議核准的其他政府間組織或對此題目有直接權限且依聯合國憲章第七十一條規定取得經濟暨社會理事會諮商地位或依與理事會所訂特別協定享有相似地位的國際非政府組織所送達的情報後，如有客觀理由認爲某一締約國、國家或領土未曾施行本公約的規定，致公約宗旨大受妨害時，該局有權向關係國政府建議開始進行諮商或請其提出解釋。如某一締約國或國家或領土沒有不執行本公約之規定，而已成爲麻醉品非法種植、生產、或製造，或產銷或消費的重要中心或顯有可能成爲此種中心之嚴重危險時，管制局有權向關係國政府建議開始進行諮商。管制局除有權提請締約國、理事會及委員會注意本項(d)款所稱情事外，該局對於其依本款向政府索取情報及解釋的請求或舉行諮商的提議和同某一政府進行的諮商，應守秘密。

(b) 管制局在依本項(a)款採取行動後，如認爲確有必要時，可以促請關係政府採取在實際情況下爲執行本公約規定所認爲必要的補救辦法。

(c) 管制局，如認爲此種行動是評估本項(a)款所稱情事所

必需的，可以向關係政府提議於其領土內用該政府認爲適當的辦法研究此事。 關係政府如決定從事此項研究，可請管制局提供具有必要資格者一人或多人的專家知識和服務，幫助該政府官員作所提議的研究。 管制局打算提供的一人或多人必須得到政府的同意。 此項研究所用的方式及完成研究的時限應由該政府管制局諮商決定。 該政府應將研究結果遞送管制局並指明其認爲必須採取的補救措施。

(d) 如管制局斷定關係政府雖經依照本項(a)款請其解釋而未曾提出滿意的解釋，或雖經依照本項(b)款請其採取補救辦法而未曾照辦，或局勢嚴重，需要在國際階層採取合作行動以求補救時，則該局得將此情事提請締約國、理事會及委員會注意。如本公約宗旨受到嚴重危害，且已無法以任何其他辦法圓滿解決此事時，管制局也應如此辦理。 管制局如斷定局勢嚴重、需要在國際階層採取合作行動以謀補救並認爲提請締約國、理事會及委員會注意此種局勢是促進此種合作行動的最適當方法時，也應如此辦理；理事會於審議關於此事的管制局報告書，和委員會可能提出的報告書後，可以提請大會注意此事。

三 管制局於依照本條第一項(d)款提請締約國、理事會及委員會注意某一情事時，如認爲此舉確係必要，可以建議締約國停止自關係國家或領土輸入麻醉品或停止向該國或領土輸出麻醉品，或兩者均予停止，停止期限或予明定，或至管制局對該國或該領土內的情況認爲滿意時爲止。 關係國家可將此事提出於理事會。"

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第七條

新第十四條之二

下列新條應增列於單一公約第十四條之後：

" 第十四條之二

技術及財務協助

管制局於認爲適當並經關係國政府同意時，可於第十四條第一項及第二項所列措施外或作爲此等措施的替代措施，向主管聯合國機關或向專門機關建議對該政府提供技術或財務援助，或兩者均予提供，以支援該政府努力履行其依本公約承担的義務，包括第二條，第三十五條，第三十八條及第三十八條之二內所載列或提及者。"

第八條

修正單一公約第十六條

單一公約第十六條應予修正如下：

" 委員會及管制局的秘書處各項服務應由秘書長提供。管制局秘書尤應由秘書長商同管制局委派。"

第九條

修正單一公約第十九條第一項、第二項及第五項

單一公約第十九條第一項、第二項及第五項應予修正如下：

" 一 各締約國應每年就其每一領土，按照管制局所定的

方式及格式，在管制局供給的表册上填具關於下列事項的估計提送管制局：

(a) 麻醉品供醫藥及科學用途的消費數量；

(b) 麻醉品用以製造其他麻醉品、附表叁內的製劑、及本公約規定範圍以外物質的數量；

(c) 麻醉品於估計所涉年度十二月三十一日的貯存量；

(d) 爲增補特別貯存品所需的麻醉品的數量；

(e) 種植鴉片嬰粟所用土地的面積（以公頃計）及所在地區；

(f) 生產鴉片的大約數量；

(g) 製造合成麻醉品的工業機構的數目；

(h) 前款所述每一機構製造合成麻醉品的數量。

六 (a) 關於每一領土及鴉片和合成麻醉品外每項麻醉品的估計總數，除應依第二十一條第三項規定予以減除外，應爲本條第一項(a)(b)及(d)款所指數量的總和，另加爲使上年十二月三十一日實有的貯存量達到第一項(c)款所規定的估計數額所需的數量。

(b) 就每一領土言，關於鴉片的估計總數，除應依關於輸入的第二十一條第三項及第二十一條之二第二項規定予以減除外，應爲本條第一項(a)(b)及(d)款所指數量的總和另加爲使上年十二月三十一日實有的貯存量達到第一項(c)款所規定的估計數額所需的數量，或爲本條第一項(f)款所指的數量，以爲數較高者爲準。

(c) 就每一領土言，關於每項合成麻醉品的估計總數，除應依第二十一條第三項規定予以減除外，應爲本條第一項(a)(b)

及(d)款所指數量的總和，另加爲使上年十二月三十一日實有的貯存量達到第一項(c)款所規定的估計數額所需的數量，或爲本條第一項(h)款所指數量的總和，以爲數較高者爲準。

(d) 依本條上述各款提送的估計數量應予適當修改以計及已被緝獲但後經發放供合法使用的數量以及自特別貯存品內撥供民用的數量。

三、估計數量除依第二十一條第三項規定減除並斟酌情況計及第二十一條之二規定外，不可超出。"

第十條

修正單一公約第二十條

單一公約第二十條應予修正如下：

"一、各締約國應就其每一領土，按照管制局所定的方式及格式，在管制局供給的表册上填具關於下列事項的統計報告，提送管制局：

(a) 麻醉品生產或製造情形；

(b) 麻醉品用以製造其他麻醉品、附表叁內的製劑及本公約規定範圍以外物質的情形；以及嬰粟草用以製造麻醉品的情形；

(c) 麻醉品消費情形；

(d) 麻醉品及嬰粟草的輸入及輸出情形；

(e) 麻醉品的緝獲及處置情形；

(f) 麻醉品於統計報告所涉年度十二月三十一日的貯存量；

(g) 可以查明的種植鴉片嬰粟的面積。

二、(a) 關於第一項所指事項的統計報告，除關涉(d)款者

外，應按年編製，至遲應於報告所涉年度的下一年六月三十日提送管制局。

(b) 關於第一項(d)款所指事項的統計報告應按季編製，於報告所涉一季終了後一個月內提送管制局。

三 各締約國無須提送特別貯存品的統計報告，但應就爲特別用途輸入其本國或領土或在其本國或領土內取得的麻醉品，以及自特別貯存品內撥供民用的麻醉品數量，單獨提出統計報告。

第十一條

新第二十一條之二

單一公約第二十一條後應新增一條如下：

"第二十一條之二

鴉片生產的限制

一 任何國家或領土的鴉片生產均應妥爲組織及管制，一定要盡可能使任何一年的生產數量不超出依第十九條第一項(f)款所確定的生產鴉片的估計數量。

二 管制局如根據依本公約規定提送該局的情報斷定曾依第十九條第一項(f)款提出估計數量的某一締約國並未依照有關估計數量將其國境以內所生產的鴉片限於合法用途且該締約國國境以內所生產鴉片，無論爲合法或非法生產者，已有巨大數量流入非法買賣時，該局於研究關係締約國在接到關於上述斷定的通知後一個月內應當提出的解釋後，可以決定從所生產的數量內並在技術上能夠做到的情況下，同時計及一年的季節及對輸出鴉片所作契約上的承諾，從第十九條第二項(b)款所規定的次年估計總數內減除此項數量的全部或一部分。 此項決定於通

知關係締約國後九十日施行。

三 管制局將其依上文第二項所作關於減除的決定通知關係締約國後，爲使有關情況獲得圓滿解決起見，應與該締約國進行諮商。

四 如有關情況沒有圓滿解決，管制局可以斟酌情況利用第十四條的規定。

五 管制局依上文第二項作出關於減除的決定時，不僅應計及一切有關情況，包括引起上文第二項所稱非法產銷問題的情況，而且亦應計及締約國可能已經採取的任何有關的新措施。"

第十二條

修正單一公約第二十二條

單一公約第二十二條應予修正如下：

" 一 倘締約國認爲在其本國或所屬領土當前一般情況下，禁止種植鴉片罌粟、古柯樹或大麻植物爲保護公共衛生與福利及防止麻醉品流於非法產銷的最適當辦法時，關係締約國應禁止種植。

二 禁止種植鴉片罌粟、或大麻植物的締約國應採取適當措施緝獲非法種植的任何植物並予銷毀，但該締約國爲科學或研究用途所需的微小數量不在此限。

第十三條

修正單一公約第三十五條

單一公約第三十五條應予修正如下：

"在適當顧及締約國憲法、法律及行政制度的情形下，各締約國應：

(a) 在全國階層作出安排，以便協調防止並查禁非法產銷的行動；為此目的，締約國以利事功起見可以指定一主管機關負責此項協調；

(b) 相互援助，進行取締麻醉品非法產銷的運動；

(c) 相互並與其所參加的主管國際組織密切合作，以期保持協調的取締非法產銷的運動；

(d) 確保各國主管機關間的國際合作以迅捷之方式進行；

(e) 確保為進行訴究而在國際間遞送司法文書時，應以迅捷的方式向締約國指定的機關遞送此等文書；此項規定應不妨碍締約國要求司法文書循外交途徑送達該國的權利；

(f) 如認為適當時，在第十八條所規定的情報外，經由秘書長向管制局及委員會提送關於其國境以內非法麻醉品活動的情報，包括關於麻醉品非法種植、生產、製造和使用及關於麻品非法產銷的情報；

(g) 儘可能依照管制局所要求的方式及日期提送前項所說的情報；如經某一締約國請求，管制局可就提送情報及努力減少該締約國境內非法麻醉品活動兩事對該國提供意見。"

第十四條

修正單一公約第三十六條第一項及第二項

單一公約第三十六條第一項及第二項應予修正如下：

"一 (a) 以不違背締約國本國憲法上的限制爲限，締約國應採取措施，務使下列各項犯罪行爲出於故意者悉受懲罰，其情節重大者，科以適當的刑罰，尤應科以徒刑或其他褫奪自由的刑罰：違反本公約規定的麻醉品的種植、生產、製造、提製、調製、持有、供給、兜售、分配、購買、販賣、以任何名義交割、經紀、發送、過境寄發、運輸、輸入及輸出，以及任何其他行爲經該締約國認爲違反本公約的規定者。

(b) 雖有前款規定，於麻醉品的濫用者犯有上開罪行時，締約國仍可自訂規定，使其依第三十八條第一項的規定獲得治療、教育、善後護理、復建並重新與社會融爲一體，此可作爲判罪或科處刑罰的替代措施，亦可作爲判罪或科處刑罰的附加措施。

二 以不違背締約國憲法上的限制及其法律制度與國內法爲限：

(a) (i) 第一項所列舉的每一犯罪行爲，如在不同國家實施，應各自分別論罪；

(ii) 對任何此等犯罪行爲故意參預、共謀實施、實施未遂、及從事與本條所指各項犯罪行爲有關的預備行爲及財務活動皆屬依照第一項規定應予懲罰的罪行；

(iii) 此等犯罪行爲在外國判定有案者應予計及，俾確定是否累犯；

(iv) 本國人或外國人犯有上述罪行情節重大者應由犯罪地的締約國訴究；如發覺犯罪在一締約國領土，雖經向該締約國請求引渡但依該國法律不能予以引渡而該罪犯尚未受訴究裁判者，應由其所在地的該締約國訴究。

(b) (i) 本條第一項及第二項(a)款(ii)目所列舉的各項犯罪行爲應視爲各締約國間現有引渡條約內所列應予引渡的罪行。各締約國承允在各該國間今後所訂立的一切引渡條約內將此罪行列爲應予引渡的罪行；

(ii) 以條約的存在爲引渡條件的締約國，如接到與該國未訂有引渡條約的另一締約國所提引渡請求，可任意決定是否認本公約爲關於本條第一項及第二項(a)款(i)目內列舉的犯罪行爲辦理引渡的法律根據。引渡必須依照受請求的締約國法律所規定的其他條件。

(iii) 不以條約的存在爲條件的各締約國應承認本條第一項及第二項(a)款(i)目內列舉的犯罪行爲爲各該國間應予引渡的犯罪行爲，但必須依照受請求的締約國法律所規定的條件。

(iv) 引渡的准許應依受請求的締約國法律，又遇主管當局認爲罪行不夠嚴重時，雖有本項(b)款(i)、(ii)及(iii)的規定，締約國仍有權拒絕實行逮捕或拒絕引渡。"

第十五條

修正單一公約第三十八條及其標題

單一公約第三十八條及其標題應予修正如下：

"防止濫用麻醉品的措施

一、各締約國應特別注意如何防止麻醉品濫用，對關係人

早作鑑別、治療、教育、善後護理、復建及使之重新與社會融為一體並採取一切可能措施以求其實現。各締約國並應協力達此目的。

二 在使麻醉品濫用者獲得治療、善後護理、復建及重新與社會融為一體方面，各締約國應盡可能促進有關工作人員的訓練。

三 各締約國應採取一切可能措施以帮助因工作需要瞭解麻醉品的濫用及其防止問題者獲此瞭解，並應於麻醉品濫用情事有蔓延危險時，促進一般民衆的此種瞭解。

第十六條

新第三十八條之二

單一公約第三十八條後應新增一條如下：

"第三十八條之二

關於區域中心的協定

如一締約國認為允宜商同區域內其他有關締約國促成訂立協定，謀求發展區域科學研究及教育中心以解決因麻醉品的非法使用及產銷而有的各項問題，作為其防止麻醉品非法產銷的行動的一部分，該締約國應於妥為計及本國憲法、法律及行政制度並於認為有需要時徵詢管制局或專門機關的技術意見之後，如此辦理。"

第十七條

議定書的語文及簽署、批准和加入的程序

一、本議定書於一九七二年十二月三十一日前聽由單一公約的任何締約國或簽署國簽署，其中文、英文、法文、俄文及西班牙文各本同一作準。

二、本議定書須經已予簽署並已批准或加入單一公約的國家批准。批准書應送交秘書長存放。

三、本議定書於一九七二年十二月三十一日後聽由尚未簽署本議定書的單一公約任何締約國加入。加入書應送交秘書長存放。

第十八條

發生效力

一、本議定書，連同其中所載的修正，應自第四十份批准書或加入書依照第十七條交存之日後的第三十日起發生效力。

二、本議定書對於在上述第四十份文書交存之日以後交存批准書或加入書的任何其他國家，應自該國交存其批准書或加入書後第三十日起發生效力。

第十九條

發生效力的影響

成爲單一公約締約國的任何國家於本議定書依上述第十八條第一項發生效力後，如果不作不同意向的表示：

(a) 應視爲經過修正的單一公約的締約國；

(b) 對不受本議定書拘束的該公約任何締約國言，應視爲

未經修正的單一公約的締約國。

第二十條

過渡條款

一、自本議定書依上述第十八條第一項發生效力之日起，本議定書所載修正約文內所規定的國際麻醉品管制局的職務應由未經修正的單一公約所設置的管制局執行。

二、經濟暨社會理事會應規定依照本議定書所載修正約文組成的管制局開始執行職務的日期。就未經修正的單一公約的締約國及其第四十四條所列各項條約締約國而非本議定書締約國的國家言，如此組成的管制局應自該日起担任依未經修正的單一公約組成的管制局的職務。

三、管制局成員人數由十一人增至十三人後第一次選舉當選的成員中，六人任期於三年屆滿時終止，其他七人任期於五年屆滿時終止。

四、任期於上述起初三年屆滿時終止的管制局成員，應由秘書長於第一次選舉完成後立即抽簽決定。

第二十一條

保留

一、任何國家可於簽署或批准或加入本議定書時對於其中所載的任何修正，提出保留，但對下列條款提出的修正除外：第二條第六項及第七項（本議定書第一條），第九條第一項、第四項及第五項（本議定書第二條），第十條第一項及第四項（本議定書第三條），第十一條（本議定書第四條），第十

四條之二（本議定書第七條），第十六條（本議定書第八條），第二十二條（本議定書第十二條），第三十五條（本議定書第十三條），第三十六條第一項(b)款（本議定書第十四條），第三十八條（本議定書第十五條）及第三十八條之二（本議定書第十六條）。

二、提出保留的國家可以隨時以書面通知撤回其所提保留的全部或一部。

第二十二條

秘書長應將本議定書的正式副本遞送單一公約所有締約國及簽署國。於本議定書依照上述第十八條第一項發生效力後，秘書長應編製經過本議定書修正的單一公約全文，並應將其正式副本遞送爲經過修正的單一公約締約國或有資格成爲經過修正的單一公約締約國的一切國家。

公曆一千九百七十二年三月二十五日訂於日內瓦，正本一份，應存放於聯合國檔庫。

爲此下列代表各秉本國政府授予的權力，謹簽署本議定書，以昭信守。

ПРОТОКОЛА О ПОПРАВКАХ К ЕДИНОЙ КОНВЕНЦИИ О НАРКОТИЧЕСКИХ СРЕДСТВАХ 1961 ГОДА

ОРГАНИЗАЦИЯ ОБЪЕДИНЕННЫХ НАЦИЙ
1972

TIAS 8118

ПРОТОКОЛ О ПОПРАВКАХ К ЕДИНОЙ КОНВЕНЦИИ
О НАРКОТИЧЕСКИХ СРЕДСТВАХ 1961 ГОДА

ПРЕАМБУЛА

Стороны настоящего Протокола,

принимая во внимание постановления Единой конвенции о наркотических средствах 1961 года, совершенной в Нью-Йорке 30 марта 1961 года (именуемой далее Единой конвенцией),

желая внести поправки в Единую конвенцию,

договорились о нижеследующем:

Статья 1

Поправки к пунктам 4, 6 и 7 статьи 2
Единой конвенции

В пункты 4, 6 и 7 статьи 2 Единой конвенции вносятся следующие изменения:

4. Препараты, включенные в Список III, подлежат тем же мерам контроля, что и препараты, содержащие наркотические средства, включенные в Список II, за исключением того, что подпункт 1 "б" и пункты от 3 до 15 статьи 31, и, что касается их приобретения и розничного распределения, пункта "б" статьи 34, могут не применяться и что для целей исчислений (статья 19) и статистических сведений (статья 20) требуемая информация ограничивается количествами наркотических средств, использованных для изготовления таких препаратов.

6. В добавление к мерам контроля, применяемым ко всем наркотическим средствам, включенным в Список I, опий подпадает под действие постановлений подпункта "е" пункта 1 статьи 19 и статей 21-бис, 23 и 24, листья кока - под действие постановлений статей 26 и 27 и каннабис - под действие постановлений статьи 28.

7. Опийный мак, кокаиновый куст, растение каннабис, маковая солома и листья каннабиса подлежат мерам контроля, предусмотренным соответственно в подпункте "д" пункта 1 статьи 19, подпункте "ж" пункта 1 статьи 20, в статье 21-бис и статьях 22-24; 22, 26 и 27; 22 и 28; 25; и 28.

Статья 2

Поправки к названию статьи 9 Единой конвенции, к пункту 1 статьи 9 и включение новых пунктов 4 и 5

Название статьи 9 Единой конвенции изменить следующим образом:

"СОСТАВ И ФУНКЦИИ КОМИТЕТА"

Пункт 1 статьи 9 Единой конвенции изменить следующим образом:

"1. Комитет состоит из тринадцати членов, избираемых Советом следующим образом:

а) три члена с медицинским, фармакологическим или фармацевтическим опытом - из списка, включающего по крайней мере пять лиц, указанных Всемирной организацией здравоохранения; и

б) десять членов - из списка лиц, указанных государствами-членами Организации Объединенных Наций и Сторонами, не состоящими членами Организации Объединенных Наций".

Включить следующие новые пункты после пункта 3 статьи 9 Единой конвенции:

"4. Комитет, в сотрудничестве с правительствами и с учетом постановлений настоящей Конвенции, стремится ограничить культивирование, производство, изготовление и использование наркотических средств достаточным количеством, необходимым для медицинских и научных целей, обеспечить их наличие для таких целей и предотвратить незаконное культивирование, производство, изготовление и использование наркотических средств и незаконный оборот наркотических средств.

5. Все меры, принимаемые Комитетом в соответствии с настоящей Конвенцией, должны быть мерами, в наибольшей степени отвечающими целям содействия развитию сотрудничества между правительствами и Комитетом и обеспечению механизма для постоянного диалога между правительствами и Комитетом, который будет оказывать содействие и способствовать проведению эффективных национальных мер, направленных на достижение целей настоящей Конвенции".

Статья 3

Поправки к пунктам 1 и 4 статьи 10 Единой конвенции

Пункты 1 и 4 статьи 10 Единой конвенции изменить следующим образом:

1. Члены Комитета состоят в этой должности в течение пяти лет и могут быть переизбраны.

4. Совет, по рекомендации Комитета, может отстранить от должности любого члена Комитета, который перестал отвечать условиям, установленным для членства в пункте 2 статьи 9. Для принятия такой рекомендации требуется, чтобы за нее голосовало девять членов Комитета.

Статья 4

Поправка к пункту 3 статьи 11 Единой конвенции

Пункт 3 статьи 11 Единой конвенции изменить следующим образом:

3. Кворум, необходимый на заседаниях Комитета, составляют восемь членов.

Статья 5

Поправка к пункту 5 статьи 12 Единой конвенции

Пункт 5 статьи 12 Единой конвенции изменить следующим образом:

5. Комитет с целью ограничения использования и распределения наркотических средств достаточным количеством, необходимым для медицинских и научных целей, и для обеспечения их наличия для таких целей в кратчайший, по возможности, срок утверждает исчисления, в том числе дополнительные исчисления, или, с согласия заинтересованного правительства, может изменить такие исчисления. В случае разногласий между правительством и Комитетом последний будет иметь право составлять, сообщать и публиковать свои собственные исчисления, в том числе дополнительные исчисления.

Статья 6

Поправки к пунктам 1 и 2 статьи 14 Единой конвенции

Пункты 1 и 2 статьи 14 Единой конвенции изменить следующим образом:

1. а) Если в результате рассмотрения сведений, представленных ему правительствами на основании постановлений настоящей Конвенции, или сведений, сообщенных ему органами Организации Объединенных Наций или специализированными учреждениями или, при условии, что они одобрены Комиссией по рекомендации Комитета, иными межправительственными организациями или международными неправительственными организациями, которые непосредственно компетентны в данном вопросе и имеют консультативный статус при Экономическом и Социальном Совете в соответствии со статьей 71 Устава Организации Объединенных Наций или пользуются подобным статусом на основе специального соглашения с Советом, Комитет имеет объективные причины считать, что осуществление целей настоящей Конвенции находится под серьезной угрозой в результате невыполнения какой-либо Стороной, страной или территорией постановлений настоящей Конвенции,

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Комитет имеет право предложить заинтересованному правительству приступить к консультациям или просить его представить объяснения. Если какая-либо Сторона или страна, или территория, выполняющая постановления настоящей Конвенции, стала важным центром незаконного культивирования, производства или изготовления, или незаконного оборота или незаконного потребления наркотических средств и если имеется доказательство наличия серьезной опасности того, что данная Сторона или страна, или территория может стать таким центром, Комитет имеет право предложить заинтересованному правительству приступить к консультациям. С соблюдением права Комитета обращать внимание Сторон, Совета и Комиссии на вопрос, указанный в подпункте "г", ниже, Комитет рассматривает как конфиденциальные просьбу о представлении сведений и объяснение данного правительства или предложение о консультациях и консультации, проводимые с правительством в соответствии с настоящим подпунктом.

б) После принятия мер, предусматриваемых в подпункте "а", выше, Комитет, если он признает это необходимым, может предложить заинтересованному правительству принять такие коррективные меры, какие представляются при существующих обстоятельствах необходимыми для исполнения постановлений настоящей Конвенции.

в) Комитет может, если он полагает, что такая мера необходима в целях выяснения одного из вопросов, упомянутых в подпункте "а" настоящего пункта, предложить заинтересованному правительству провести изучение этого вопроса на своей территории такими средствами, какие данное правительство сочтет уместными. Если заинтересованное правительство принимает решение об осуществлении этого изучения, оно может просить Комитет предоставить ему средства экспертизы и услуги одного или более лиц, обладающих необходимой компетентностью, для оказания содействия должностным лицам данного правительства при осуществлении предложенного изучения. Лицо или лица, которых Комитет намеревается предоставить данному правительству, подлежат одобрению этим правительством. Условия этого изучения и сроки его завершения определяются посредством консультации между правительством и Комитетом. Правительство сообщает Комитету о результатах данного изучения и о коррективных мерах, которые оно считает необходимым принять.

г) Если Комитет находит, что данное правительство не дало удовлетворительного объяснения в ответ на сделанное ему на основании подпункта "а", выше, предложение или не приняло никаких коррективных мер, которые ему было предложено принять на основании подпункта "б", выше, или что существует серьезная обстановка, требующая совместных мер на международном уровне с целью ее исправления, он может обратить внимание Сторон, Совета и Комиссии на это обстоятельство. Комитет поступает таким образом в том случае, если осуществление целей настоящей Конвенции ставится под серьезную угрозу и если не было возможности удовлетворительно решить этот вопрос иным образом. Комитет поступает таким образом также в том случае, если он находит, что существует серьезная обстановка, требующая совместных мер на международном уровне с целью ее исправления, и что доведение такой обстановки до сведения Сторон, Совета и Комиссии является наиболее целесообразным методом содействия таким совместным мерам; после рассмотрения докладов Комитета и, если таковые имеются, докладов Комиссии по данному вопросу Совет может обратить внимание Генеральной Ассамблеи на это обстоятельство.

2. Обращая внимание Сторон, Совета и Комиссии на какое-либо обстоятельство в соответствии с подпунктом "г" пункта 1, выше, Комитет может, если он признает такой порядок действий необходимым, рекомендовать Сторонам приостановить ввоз наркотических средств, вывоз наркотических средств, или то и другое, в данную страну или территорию или из данной страны или территории, либо на указанный срок, либо до тех пор, пока Комитет не признает положение в данной стране или территории удовлетворительным. Заинтересованное государство может передать этот вопрос в Совет.

Статья 7

Новая статья 14-бис

После статьи 14 Единой конвенции включить следующую новую статью.

Статья 14-бис

ТЕХНИЧЕСКАЯ И ФИНАНСОВАЯ ПОМОЩЬ

В случаях, когда Комитет считает это уместным, и, либо в дополнение, либо в качестве альтернативы мерам, изложенным в пунктах 1 и 2 статьи 14, с согласия заинтересованного правительства он может рекомендовать компетентным

органам Организации Объединенных Наций и ее специализированным учреждениям предоставление данному правительству технической или финансовой помощи или и той и другой в поддержку усилий этого правительства, направленных на выполнение его обязательств, вытекающих из настоящей Конвенции, включая меры, предусмотренные в статьях 2, 35, 38 и 38-бис.

Статья 8

Поправка к статье 16 Единой конвенции

Статью 16 Единой конвенции изменить следующим образом:

Обслуживание Комиссии и Комитета секретариатом предоставляется Генеральным Секретарем. В частности, секретарь Комитета назначается Генеральным Секретарем в консультации с Комитетом.

Статья 9

Поправки к пунктам 1,2 и 5 статьи 19 Единой Конвенции

Пункты 1, 2 и 5 статьи 19 Единой конвенции следует изменить следующим образом:

1. Стороны представляют Комитету ежегодно по каждой из своих территорий в порядке и по форме, предписанных Комитетом, исчисления на разосланных им бланках по следующим вопросам:

а) количества наркотических средств, предназначенных для потребления в медицинских и научных целях;

б) количества наркотических средств, предназначенных для изготовления других наркотических средств, препаратов, включенных в Список III, и веществ, на которые не распространяется настоящая Конвенция;

в) складские запасы наркотических средств по состоянию на 31 декабря того года, к которому исчисления относятся;

г) количества наркотических средств, необходимые для пополнения специальных складских запасов;

д) площадь (в гектарах) и географическое местоположение земли, подлежащей использованию для культивирования опийного мака;

е) приблизительное количество опия, которое предполагается произвести;

ж) число промышленных предприятий, которые будут изготовлять синтетические наркотические средства; и

з) количества синтетических наркотических средств, которые будут изготовлены на каждом из предприятий, упомянутых в предыдущем подпункте.

2. а) С учетом вычетов, упомянутых в пункте 3 статьи 21, итог исчислений по каждой территории и по каждому наркотическому средству, за исключением опия и синтетических наркотических средств, составляется из суммы количеств, указанных в подпунктах "а", "б" и "г" пункта 1 настоящей статьи, с добавлением любого количества, требующегося для доведения существующих на 31 декабря предыдущего года складских запасов до уровня, определенного согласно подпункту "в" пункта 1.

б) С учетом вычетов, упомянутых в пункте 3 статьи 21, в том, что касается ввоза, и пункта 2 статьи 21-бис, итог исчислений по опию по каждой территории составляется или из суммы количеств, указанных в подпунктах "а", "б" и "г" пункта 1 настоящей статьи, с добавлением любого количества, требующегося для доведения существующих на 31 декабря предыдущего года складских запасов до уровня, определенного согласно подпункту "в" пункта 1, или количества, указанного в подпункте "е" пункта 1 настоящей статьи, в зависимости от того, какое из этих количеств больше.

в) С учетом вычетов, упомянутых в пункте 3 статьи 21, итог исчислений по каждой территории по каждому синтетическому наркотическому средству составляется или из суммы количеств, указанных в подпунктах "а", "б" и "г" пункта 1 настоящей статьи, с добавлением любого количества, требующегося для доведения существующих на 31 декабря предыдущего года складских запасов до уровня, определенного согласно подпункту "в" пункта 1, или из суммы количеств, указанных в подпункте "з" пункта 1 настоящей статьи, в зависимости от того, какое из этих количеств больше.

г) Исчисления, представляемые согласно предыдущим подпунктам настоящего пункта, изменяются надлежащим образом, с тем чтобы учесть любое количество, на которое был наложен арест и которое было затем освобождено для законного использования, а также любое количество, взятое из специальных запасов для удовлетворения потребностей гражданского населения.

5. С учетом вычетов, указанных в пункте 3 статьи 21, и принимая во внимание в надлежащих случаях постановления статьи 21-бис, исчисления не должны превышаться.

Статья 10

Поправки к статье 20 Единой конвенции

Статью 20 Единой конвенции изменить следующим образом:

1. Стороны представляют Комитету по каждой из своих территорий в порядке и по форме, предписанным Комитетом, статистические сведения на разосланных Комитетом бланках по следующим вопросам:

а) производство или изготовление наркотических средств;

б) использование наркотических средств для изготовления других наркотических средств, препаратов, включенных в Список III, и веществ, на которые не распространяется настоящая Конвенция, а также использование маковой соломы для изготовления наркотических средств;

в) потребление наркотических средств;

г) ввоз и вывоз наркотических средств и маковой соломы;

д) наложение ареста на наркотические средства и распоряжение ими;

е) складские запасы наркотических средств по состоянию на 31 декабря того года, к которому эти сведения относятся; и

ж) поддающаяся определению площадь, используемая под культивирование опийного мака.

2. а) Статистические сведения по вопросам, указанным в пункте 1, за исключением подпункта "г", составляются ежегодно и представляются Комитету не позднее 30 июня года, следующего за годом, к которому они относятся.

б) Статистические сведения по вопросам, указанным в подпункте "г" пункта 1, составляются поквартально и представляются Комитету в месячный срок по истечении квартала, к которому они относятся.

3. Стороны не обязаны сообщать статистические сведения о специальных складских запасах, но представляют отдельно сведения о наркотических средствах, ввезенных в данную страну или территорию или приобретенных в данной стране или территории для специальных целей, а также о количествах наркотических средств, изъятых из специальных складских запасов для удовлетворения потребностей гражданского населения.

Статья 11

Новая статья 21-бис

Включить новую статью после статьи 21 Единой конвенции:

Статья 21-бис

ОГРАНИЧЕНИЕ ПРОИЗВОДСТВА ОПИЯ

1. Производство опия любой страной или территорией организуется и контролируется таким образом, чтобы, насколько это возможно, обеспечить, чтобы количество опия, произведенное в течение любого года, не превышало исчисления производства опия, установленного в соответствии с подпунктом "е" пункта 1 статьи 19.

2. Если Комитет на основе сведений, имеющихся в его распоряжении в соответствии с постановлениями настоящей Конвенции, приходит к заключению, что какая-либо Сторона, представившая исчисление согласно подпункту "е" пункта 1 статьи 19, не ограничила в пределах своих границ производство опия законными целями согласно соответствующим исчислениям и что значительное количество опия, произведенного, законно или незаконно, в пределах границ таксй Стороны, поступило в незаконный оборот, он, после изучения разъяснений заинтересованной Стороны, представляемых ему в течение месяца после уведомления об упомянутом заключении, может принять решение о вычете полностью или частично такого количества из количества, подлежащего производству, и из итога исчислений, определенного в подпункте "б" пункта 2 статьи 19 на следующий год, в котором такой вычет может быть технически осуществлен, с учетом времени года и договорных обязательств по экспорту опия. Это решение вступает в силу через девяносто дней после уведомления о нем заинтересованной Стороны.

3. После уведомления заинтересованной Стороны о решении, принятом им в отношении вычета в соответствии с пунктом 2, выше, Комитет консультируется с этой Стороной с целью удовлетворительного разрешения обстановки.

4. Если обстановка удовлетворительно не разрешена, Комитет может применить постановления статьи 14 в том случае, когда это целесообразно.

5. Принимая решение о вычете в соответствии с пунктом 2, выше, Комитет учитывает не только все относящиеся к данному вопросу обстоятельства, в том числе обстоятельства, в связи с которыми возникает проблема незаконного оборота, упомянутая в пункте 2, выше, но также любые соответствующие новые меры контроля, которые могли быть приняты данной Стороной.

Статья 12

Поправка к статье 22 Единой конвенции

Статью 22 Единой конвенции изменить следующим образом:

1. В тех случаях, когда существующие в стране или территории условия делают запрещение культивирования опийного мака, кокаинового куста или растения каннабис наиболее целесообразной, по их мнению, мерой для охраны народного здоровья и благополучия и для предупреждения перехода наркотических средств в незаконный оборот, заинтересованная Сторона запрещает такое культивирование.

2. Сторона, запрещающая культивирование опийного мака или растения каннабис, принимает соответствующие меры для того, чтобы наложить арест на любые незаконно культивируемые растения и уничтожить их, за исключением небольших количеств, необходимых данной Стороне для научных или исследовательских целей.

Статья 13

Поправка к статье 35 Единой конвенции

Статью 35 Единой конвенции изменить следующим образом:

С должным учетом своих конституционных правовых и административных систем Стороны:

а) принимают внутригосударственные меры для координации превентивных и репрессивных мероприятий против незаконного оборота; с этой целью они могут с пользой для дела назначить соответствующий орган, который будет ответственным за такую координацию;

б) помогают друг другу в проведении кампании по борьбе с незаконным оборотом;

в) тесно сотрудничают друг с другом и с компетентными международными организациями, членами которых они состоят, для проведения согласованной кампании по борьбе с незаконным оборотом;

г) обеспечивают быстрое осуществление международного сотрудничества между соответствующими органами;

д) обеспечивают, чтобы в тех случаях, когда для судебного преследования требуется передача в международном порядке юридических документов, такая передача производилась быстрым образом тем органам, которые будут указаны Сторонами; это требование не нарушает права Сторон требовать, чтобы официальные документы направлялись к ним дипломатическим путем;

е) представляют, если они считают целесообразным, Комитету и Комиссии через Генерального Секретаря, в дополнение к сведениям, требуемым согласно статье 18, сведения о незаконной деятельности, связанной с наркотическими средствами, в пределах своих границ, в том числе сведения о незаконном культивировании, производстве, изготовлении и незаконном обороте и использовании наркотических средств; и

ж) представляют сведения, упомянутые в предыдущем пункте, насколько это возможно, таким образом и в такие сроки, как об этом может просить Комитет; в случае поступления просьбы от Стороны Комитет может предложить ей свой совет в представлении этих сведений и в стремлении сократить в пределах своих границ незаконную деятельность, связанную с наркотическими средствами.

Статья 14

Поправки к пунктам 1 и 2 статьи 36 Единой конвенции

Пункты 1 и 2 статьи 36 Единой конвенции изменить следующим образом:

1. а) С соблюдением своих конституционных ограничений каждая Сторона принимает меры, которые обеспечат, что культивирование и производство, изготовление, извлечение, приготовление, хранение, предложение, предложение с коммерческими целями, распределение, покупка, продажа, доставка, на каких бы то ни было условиях, маклерство, отправка, переотправка транзитом, перевоз, ввоз и вывоз наркотических средств в нарушение постановлений настоящей Конвенции и всякое другое действие, которое, по мнению Сторон, может являться нарушением постановлений настоящей Конвенции, будут признаваться наказуемыми деяниями в тех случаях, когда они совершены умышленно, а также что серьезные преступления будут подлежать соответствующему наказанию, в частности, тюремным заключением или иным способом лишения свободы.

б) Независимо от постановлений предыдущего подпункта настоящей статьи в тех случаях, когда лица, злоупотребляющие наркотическими средствами, совершают такие преступления, Стороны могут предусмотреть либо в качестве замены осуждения или наказания, либо в дополнение к наказанию, чтобы в отношении таких лиц применялись в соответствии с пунктом 1 статьи 38 меры, направленные на их лечение, воспитание, наблюдение за ними после окончания ими лечения, восстановление их трудоспособности и возвращение их в общество.

2. С соблюдением конституционных ограничений Сторон, их системы права и внутреннего закона,

а) i) каждое из перечисленных в пункте 1 преступлений, если они совершены в разных странах, будет рассматриваться как отдельное преступление;

ii) умышленное соучастие в каком-либо из таких преступлений, участие в сообществе с целью совершения и покушения на совершение какого-либо из таких преступлений и подготовительные действия и финансовые операции в связи с преступлениями, перечисленными в настоящей статье, будут признаваться наказуемыми деяниями, предусмотренными в пункте 1;

iii) приговоры иностранных судов за такие преступления будут учитываться для целей установления рецидивизма;

iv) упомянутые выше серьезные преступления, если они совершены либо гражданами данной страны, либо иностранцами, преследуются Стороной, на территории которой совершено данное преступление, или Стороной, на территории которой обнаружен преступник, если выдача недопустима по законам Стороны, к которой обращена соответствующая просьба, и если этот преступник еще не подвергся судебному преследованию и приговор по его делу еще не состоялся.

б) i) Каждое из перечисленных в пунктах 1 и 2 "а" "ii" настоящей статьи преступлений считается подлежащим включению в качестве преступления, влекущего выдачу, в любой договор о выдаче, заключенный между Сторонами. Стороны обязуются включать такие преступления в качестве преступлений, влекущих выдачу, в любой договор о выдаче, заключаемый между ними.

ii) Если Сторона, обусловливающая выдачу наличием договора, получает просьбу о выдаче от другой Стороны, с которой она не имеет договора о выдаче, она может по своему усмотрению рассматривать настоящую Конвенцию в отношении преступлений, перечисленных в пунктах 1 и 2 "а" "ii" настоящей статьи, в качестве юридического основания для выдачи. Выдача осуществляется в соответствии с другими условиями, предусматриваемыми законодательством Стороны, к которой обращена просьба о выдаче.

iii) Стороны, не обусловливающие выдачу наличием договора, рассматривают в отношениях между собой преступления, перечисленные в пунктах 1 и 2 "а" "ii" настоящей статьи, в качестве преступлений, влекущих выдачу в соответствии с условиями, предусмотренными законодательством Стороны, к которой обращена просьба о выдаче.

iv) Выдача разрешается в соответствии с законодательством Стороны, к которой обращена просьба о выдаче, и, независимо от положений подпунктов "б" "i", "ii" и "iii" настоящего пункта, данная Сторона имеет право отказать в выдаче в тех случаях, когда компетентные власти этой Стороны считают, что данное преступление не является достаточно серьезным.

Статья 15

Поправки к статье 38 Единой конвенции и к ее заголовку

Статью 38 Единой конвенции и ее название изменить следующим образом:

МЕРЫ БОРЬБЫ СО ЗЛОУПОТРЕБЛЕНИЯМИ НАРКОТИЧЕСКИМИ СРЕДСТВАМИ

1. Стороны уделяют особое внимание и принимают все возможные меры, направленные на предотвращение злоупотребления наркотическими средствами и на раннее выявление, лечение, воспитание, восстановление трудоспособности, возвращение в общество соответствующих лиц и на наблюдение за ними после окончания ими лечения, и координируют свои усилия для достижения этих целей.

2. Стороны содействуют, насколько это возможно, подготовке кадров для лечения, восстановления трудоспособности, возвращения в общество лиц, злоупотребляющих наркотическими средствами, а также для наблюдения за ними после окончания ими лечения.

3. Стороны принимают все возможные меры, чтобы содействовать ознакомлению лиц, которым это необходимо по работе, с проблемами злоупотребления наркотическими средствами и его предотвращения, а также способствовать ознакомлению с этими проблемами населения в случае, если есть опасность того, что злоупотребление наркотическими средствами приобретает широкие масштабы.

Статья 16

Новая статья 38-бис

После статьи 38 Единой конвенции включить следующую новую статью:

Статья 38-бис

СОГЛАШЕНИЯ О РЕГИОНАЛЬНЫХ ЦЕНТРАХ

Если Сторона считает желательным в качестве составной части своих мер, направленных против незаконного оборота наркотических средств, с должным учетом своих конституционной, правовой и административной систем, и, если она это пожелает, при техническом совете со стороны Комитета или специализированных учреждений, она способствует достижению, в консультации с другими заинтересованными Сторонами в данном районе, соглашений, предусматривающих создание региональных научно-исследовательских и просветительных центров для борьбы с проблемами, возникающими в связи с незаконным использованием и оборотом наркотических средств.

Статья 17

Языки Протокола и процедура подписания, ратификации и присоединения

1. Настоящий Протокол, английский, испанский, китайский, русский и французский тексты которого равно аутентичны, открыт для подписания до 31 декабря 1972 года от имени любой Стороны Единой конвенции или подписавшего ее государства.

2. Настоящий Протокол подлежит ратификации государствами, подписавшими его и ратифицировавшими Единую конвенцию или присоединившимися к ней. Ратификационные грамоты сдаются на хранение Генеральному Секретарю.

3. Настоящий Протокол открыт после 31 декабря 1972 года для присоединения любой Стороны Единой конвенции, не подписавшей настоящий Протокол. Акты о присоединении сдаются на хранение Генеральному Секретарю.

Статья 18

Вступление в силу

1. Настоящий Протокол вместе с содержащимися в нем поправками вступает в силу на тридцатый день, считая со дня, следующего за датой сдачи на хранение, в соответствии со статьей 17 сорокового акта о ратификации или присоединении.

2. В отношении любого государства, сдавшего на хранение акт о ратификации или присоединении после даты сдачи на хранение указанного сорокового акта, настоящий Протокол вступает в силу на тридцатый день после сдачи на хранение этим государством своего акта о ратификации или присоединении.

Статья 19

Последствия вступления Протокола в силу

Любое государство, которое становится Стороной Единой конвенции после вступления в силу настоящего Протокола согласно пункту 1 статьи 18, выше, если только оно не заявляет об ином намерении, считается:

а) Стороной Единой конвенции,с внесенными в нее поправками; и

б) Стороной Единой конвенции,без внесенных в нее поправок, в отношении любой Стороны этой Конвенции, не связанной настоящим Протоколом.

Статья 20

Переходные постановления

1. Со дня вступления в силу настоящего Протокола в соответствии с пунктом 1 статьи 18, выше, функции Международного комитета по контролю над наркотиками, предусмотренные поправками, содержащимися в настоящем Протоколе, выполняются Комитетом, учрежденным на основании Единой конвенции без внесенных в нее поправок.

2. Экономический и Социальный Совет устанавливает дату вступления Комитета, учрежденного в соответствии с содержащимися в настоящем Протоколе поправками, в свои обязанности. Начиная с этой даты, учрежденный таким образом Комитет принимает на себя в отношении тех Сторон Единой конвенции без внесенных в нее поправок и в отношении тех участников договоров, перечисленных в статье 44 Единой конвенции, которые не являются Сторонами настоящего Протокола, функции Комитета, учрежденного в соответствии с Единой конвенцией без внесенных в нее поправок.

3. При первых выборах после увеличения числа членов Комитета с одиннадцати до тринадцати членов срок полномочий шести членов истекает через три года, а срок полномочий семи других членов - через пять лет.

4. Генеральный Секретарь немедленно по окончании первых выборов определяет по жребию, кто из членов считается избранным на указанный выше первоначальный срок в три года.

Статья 21

Оговорки

1. При подписании или ратификации настоящего Протокола или присоединении к нему любое государство может сделать оговорки в отношении любой содержащейся в нем поправки, за исключением пунктов 6 и 7 статьи 2 (статья 1 настоящего Протокола), пунктов 1, 4 и 5 статьи 9 (статья 2 настоящего Протокола), пунктов 1 и 4 статьи 10 (статья 3 настоящего Протокола), статьи 11 (статья 4 настоящего Протокола), статьи 14-бис (статья 7 настоящего Протокола), статьи 16 (статья 8 настоящего Протокола), статьи 22 (статья 12 настоящего Протокола), статьи 35 (статья 13 настоящего Протокола), подпункта "б" пункта 1 статьи 36 (статья 14 настоящего Протокола), статьи 38 (статья 15 настоящего Протокола) и статьи 38-бис (статья 16 настоящего Протокола).

2. Государство, сделавшее оговорки, может, посредством письменного уведомления, в любое время взять обратно все или части сделанных им оговорок.

Статья 22

Генеральный Секретарь направляет заверенные копии настоящего Протокола всем Сторонам Единой конвенции и всем государствам, подписавшим ее. После вступления настоящего Протокола в силу в соответствии с пунктом 1 статьи 18, выше, Генеральный Секретарь подготавливает текст Единой конвенции с поправками, внесенными в нее в соответствии с настоящим Протоколом, и направляет ее заверенные копии всем государствам-Сторонам или государствам, имеющим право стать Сторонами данной Конвенции с внесенными в нее поправками.

СОВЕРШЕНО в Женеве двадцать пятого марта тысяча девятьсот семьдесят второго года в одном экземпляре, который будет сдан на хранение в архив Организации Объединенных Наций.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, будучи должным образом на то уполномочены, подписали настоящий Протокол от имени своих правительств.

PROTOCOLO
DE MODIFICACION DE LA CONVENCION UNICA
DE 1961 SOBRE ESTUPEFACIENTES

NACIONES UNIDAS
1972

PROTOCOLO DE MODIFICACION DE LA CONVENCION UNICA
DE 1961 SOBRE ESTUPEFACIENTES

PREAMBULO

Las Partes en el presente Protocolo,

Considerando las disposiciones de la Convención Unica de 1961 sobre Estupefacientes, hecha en Nueva York el 30 de marzo de 1961 (que en lo sucesivo se denominará la Convención Unica),

Deseosas de modificar la Convención Unica,

Han convenido en lo siguiente:

Artículo 1

Modificación de los párrafos 4, 6 y 7 del artículo 2 de la Convención Unica

Los párrafos 4, 6 y 7 del artículo 2 de la Convención Unica quedarán modificados en la siguiente forma:

"4. Los preparados de la Lista III estarán sujetos a las mismas medidas de fiscalización que los que contengan estupefacientes de la Lista II, excepto que no será necesario aplicar en su caso las disposiciones del artículo 31, párrafos 1 b) y 3 a 15, ni, en lo que respecta a su adquisición y su distribución al por menor, las del artículo 34, apartado b), y que, a los fines de las previsiones (artículo 19) y estadísticas (artículo 20), sólo se exigirá la información relativa a las cantidades de estupefacientes que se empleen en la fabricación de dichos preparados.

6. Además de las medidas de fiscalización aplicables a todos los estupefacientes de la Lista I, el opio estará sometido a las disposiciones del apartado f) del párrafo 1 del artículo 19, y de los artículos 21 bis, 23 y 24, la hoja de coca a las de los artículos 26 y 27, y la cannabis a las del artículo 28.

7. La adormidera, el arbusto de coca, la planta de cannabis, la paja de la adormidera y las hojas de la cannabis estarán sujetos a las medidas de fiscalización prescritas en el apartado e) del párrafo 1 del artículo 19, en

el apartado g) del párrafo 1 del artículo 20, y en los artículos 19, 20, 21 bis y 22 a 24; 22, 26 y 27; 22 y 28; 25; y 28, respectivamente."

Artículo 2

Modificaciones del título del artículo 9 de la Convención Unica y de su párrafo 1, e inserción de los nuevos párrafos 4 y 5

El título del artículo 9 de la Convención Unica quedará modificado en la siguiente forma:

"Composición y funciones de la Junta"

El párrafo 1 del artículo 9 de la Convención Unica quedará modificado en la siguiente forma:

"1. La Junta se compondrá de trece miembros, que el Consejo designará en la forma siguiente:

a) Tres miembros que posean experiencia médica, farmacológica o farmacéutica, elegidos de una lista de cinco personas, por lo menos, propuestas por la Organización Mundial de la Salud;

b) Diez miembros elegidos de una lista de personas propuestas por los Estados Miembros de las Naciones Unidas y por las Partes que no sean miembros de las Naciones Unidas."

A continuación del párrafo 3 del artículo 9 de la Convención Unica se insertarán los nuevos párrafos siguientes:

"4. La Junta, en cooperación con los gobiernos y con sujeción a las disposiciones de la presente Convención, tratará de limitar el cultivo, la producción, la fabricación y el uso de estupefacientes a la cantidad adecuada necesaria para fines médicos y científicos, de asegurar su disponibilidad para tales fines y de impedir el cultivo, la producción, la fabricación, el tráfico y el uso ilícitos de estupefacientes.

5. Todas las medidas adoptadas por la Junta en virtud de la presente Convención serán las más adecuadas al propósito de fomentar la cooperación de los gobiernos con la Junta y de establecer un mecanismo para mantener un diálogo constante entre los gobiernos y la Junta que promueva y facilite una acción nacional efectiva para alcanzar los objetivos de la presente Convención."

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Artículo 3

Modificación de los párrafos 1 y 4 del artículo 10 de la Convención Unica

Los párrafos 1 y 4 del artículo 10 de la Convención Unica quedarán modificados en la siguiente forma:

"1. Los miembros de la Junta ejercerán sus funciones durante cinco años y podrán ser reelectos.

4. El Consejo, a recomendación de la Junta, podrá destituir a un miembro de la Junta que no reúna ya las condiciones necesarias para formar parte de ella conforme al párrafo 2 del artículo 9. Dicha recomendación deberá contar con el voto afirmativo de nueve miembros de la Junta."

Artículo 4

Modificación del párrafo 3 del artículo 11 de la Convención Unica

El párrafo 3 del artículo 11 de la Convención Unica quedará modificado en la siguiente forma:

"3. En las sesiones de la Junta el quórum será de ocho miembros."

Artículo 5

Modificación del párrafo 5 del artículo 12 de la Convención Unica

El párrafo 5 del artículo 12 de la Convención Unica quedará modificado en la siguiente forma:

"5. La Junta, con miras a limitar el uso y la distribución de estupefacientes a la cantidad adecuada necesaria para fines médicos y científicos y a asegurar su disponibilidad para tales fines, confirmará lo más rápidamente posible las previsiones, incluso las suplementarias, o podrá modificarlas con el consentimiento del gobierno interesado. En caso de desacuerdo entre el gobierno y la Junta, esta última tendrá derecho a establecer, comunicar y publicar sus propias previsiones, incluso las suplementarias."

Artículo 6

Modificación de los párrafos 1 y 2 del artículo 14 de la Convención Unica

Los párrafos 1 y 2 del artículo 14 de la Convención Unica quedarán modificados en la siguiente forma:

"1. a) Si, basándose en el examen de la información presentada por los gobiernos a la Junta de conformidad con las disposiciones de la presente Convención, o de información transmitida por órganos u organismos especializados de las Naciones Unidas o, siempre que sean aprobadas por la Comisión previa recomendación de la Junta, por otras organizaciones intergubernamentales u organizaciones no gubernamentales internacionales que posean competencia directa en el asunto de que se trate y estén reconocidas como entidades consultivas por el Consejo Económico y Social con arreglo al Artículo 71 de la Carta de las Naciones Unidas o que gocen de condición análoga por acuerdo especial del Consejo, la Junta tiene razones objetivas para creer que las finalidades de la presente Convención corren un grave peligro porque una Parte, un país o un territorio no ha cumplido las disposiciones de la presente Convención, tendrá derecho a proponer al gobierno interesado la celebración de consultas o a solicitarle explicaciones. Si, aun cuando no hayan dejado de cumplirse las disposiciones de la Convención, una Parte, un país o un territorio se ha convertido en un centro importante de cultivo, producción, fabricación, tráfico o uso ilícitos de estupefacientes, o hay pruebas de que existe un riesgo grave de que llegue a serlo, la Junta tendrá derecho a proponer al gobierno interesado la celebración de consultas. Sin perjuicio del derecho de la Junta a señalar a la atención de las Partes, del Consejo y de la Comisión las cuestiones mencionadas en el apartado d), la solicitud de información y las explicaciones de un gobierno o la propuesta de consultas y las consultas celebradas con un gobierno en virtud del presente apartado se considerarán asuntos confidenciales.

b) Después de actuar en virtud del apartado a), la Junta, si ha comprobado que es necesario proceder así, podrá pedir al gobierno interesado que adopte las medidas correctivas que las circunstancias aconsejen para la ejecución de las disposiciones de la presente Convención.

c) La Junta, si lo considera necesario para evaluar una cuestión mencionada en el apartado a) supra, podrá proponer al gobierno interesado la realización de un estudio al respecto en su territorio, por los medios que el gobierno estime apropiados. El gobierno interesado, si decide realizar ese estudio, podrá pedir a la Junta que ponga a su disposición los medios técnicos periciales y los servicios de una o más personas con la capacidad necesaria para prestar ayuda a los funcionarios del gobierno en el estudio propuesto.

La persona o personas que para ello proponga la Junta se someterán a la aprobación del gobierno interesado. Las modalidades de ese estudio y el plazo dentro del cual debe efectuarse se determinarán mediante consulta entre el gobierno y la Junta. El gobierno comunicará a la Junta los resultados del estudio e indicará las medidas correctoras que considera necesario adoptar.

d) Si la Junta considera que el gobierno interesado ha dejado de dar las explicaciones satisfactorias que se le han solicitado conforme al apartado a), o de adoptar las medidas correctivas que se le han pedido conforme al apartado b) o que existe una situación grave que requiere la adopción de medidas de cooperación en el plano internacional con miras a su solución, podrá señalar el asunto a la atención de las Partes, del Consejo y de la Comisión. La Junta deberá proceder así cuando los objetivos de la presente Convención corran grave peligro y no haya sido posible resolver satisfactoriamente el asunto de otro modo. La Junta deberá proceder del mismo modo si comprueba que existe una situación grave que requiere la adopción de medidas de cooperación internacional con miras a su solución y que el hecho de señalar esta situación a la atención de las Partes, del Consejo y de la Comisión es el método más apropiado para facilitar esta cooperación; después de examinar los informes de la Junta y, en su caso, de la Comisión sobre el asunto, el Consejo podrá señalar éste a la atención de la Asamblea General.

2. La Junta, cuando señale un asunto a la atención de las Partes, del Consejo y de la Comisión en virtud del apartado d) del inciso 1, podrá, si ha comprobado que es necesario proceder así, recomendar a las Partes que cesen de importar drogas del país interesado, de exportarlas a él, o de hacer ambas cosas, durante un período determinado o hasta que la Junta quede satisfecha con la situación existente en ese territorio o país. El Estado interesado podrá plantear la cuestión ante el Consejo."

Artículo 7

Nuevo artículo 14 bis

A continuación del artículo 14 de la Convención Unica se insertará el nuevo artículo siguiente:

"Artículo 14 bis

Asistencia técnica y financiera

En los casos en que lo estime pertinente, paralelamente a las medidas enunciadas en los párrafos 1 y 2 del artículo 14, o en sustitución de ellas,

la Junta, de acuerdo con el gobierno interesado, podrá recomendar a los órganos competentes de las Naciones Unidas y a sus organismos especializados que se preste asistencia técnica o financiera, o ambas, a ese gobierno con miras a darle apoyo en sus esfuerzos por cumplir las obligaciones que ha contraído en virtud de la presente Convención, entre ellas las estipuladas o mencionadas en los artículos 2, 35, 38 y 38 bis."

Artículo 8

Modificación del artículo 16 de la Convención Unica

El artículo 16 de la Convención Unica quedará modificado en la siguiente forma:

"Los servicios de secretaría de la Comisión y de la Junta serán suministrados por el Secretario General. No obstante, el Secretario de la Junta será nombrado por el Secretario General en consulta con la Junta."

Artículo 9

Modificación de los párrafos 1, 2 y 5 del artículo 19 de la Convención Unica

Los párrafos 1, 2 y 5 del artículo 19 de la Convención Unica quedarán modificados en la siguiente forma:

"1. Las Partes facilitarán anualmente a la Junta, respecto de cada uno de sus territorios, del modo y en la forma que ella establezca y en formularios proporcionados por ella, sus previsiones sobre las cuestiones siguientes:

a) La cantidad de estupefacientes que será consumida con fines médicos y científicos;

b) La cantidad de estupefacientes que será utilizada para fabricar otros estupefacientes, preparados de la Lista III y sustancias a las que no se aplica esta Convención;

c) Las existencias de estupefacientes al 31 de diciembre del año a que se refieren las previsiones;

d) Las cantidades de estupefacientes necesarias para agregar a las existencias especiales;

e) La superficie de terreno (en hectáreas) que se destinará al cultivo de la adormidera y su ubicación geográfica;

f) La cantidad aproximada de opio que se producirá;

g) El número de establecimientos industriales que fabricarán estupefacientes sintéticos; y

h) Las cantidades de estupefacientes sintéticos que fabricará cada uno de los establecimientos mencionados en el apartado anterior.

2. a) Hechas las deducciones a que se refiere el párrafo 3 del artículo 21, el total de las previsiones para cada territorio y cada estupefaciente, excepto el opio y los estupefacientes sintéticos, será la suma de las cantidades indicadas en los apartados a), b) y d) del párrafo 1 de este artículo, más la cantidad necesaria para que las existencias disponibles al 31 de diciembre del año anterior alcancen la cantidad prevista, según lo dispuesto en el apartado c) del párrafo 1.

b) Hechas las deducciones a que se refiere el párrafo 3 del artículo 21, por lo que respecta a las importaciones, y el párrafo 2 del artículo 21 bis, el total de las previsiones de opio para cada territorio será la suma de las cantidades indicadas en los apartados a), b) y d) del párrafo 1 de este artículo, más la cantidad necesaria para que las existencias disponibles al 31 de diciembre del año anterior alcancen la cantidad prevista, según lo dispuesto en el apartado c) del párrafo 1, o la cantidad indicada en el apartado f) del párrafo 1 de este artículo si esta última es mayor.

c) Hechas las deducciones a que se refiere el párrafo 3 del artículo 21, el total de las previsiones de cada estupefaciente sintético para cada territorio será la suma de las cantidades indicadas en los apartados a), b) y d) del párrafo 1 de este artículo, más la cantidad necesaria para que las existencias disponibles al 31 de diciembre del año anterior alcancen la cantidad prevista, según lo dispuesto en el apartado c) del párrafo 1, o la suma de las cantidades indicadas en el apartado h) del párrafo 1 de este artículo si esta última es mayor.

d) Las previsiones proporcionadas en virtud de lo dispuesto en los apartados precedentes de este párrafo se modificarán según corresponda para tener en cuenta toda cantidad decomisada que luego se haya entregado para usos lícitos, así como toda cantidad retirada de las existencias especiales para las necesidades de la población civil.

5. Hechas las deducciones mencionadas en el párrafo 3 del artículo 21 y tomando en consideración, en la medida de lo posible, las disposiciones del artículo 21 bis, no deberán excederse las previsiones."

Artículo 10

Modificación del artículo 20 de la Convención Unica

El artículo 20 de la Convención Unica quedará modificado en la siguiente forma:

"1. Las Partes suministrarán a la Junta, respecto de cada uno de sus territorios, del modo y en la forma en que ella establezca y en formularios proporcionados por ella, datos estadísticos sobre las cuestiones siguientes:

a) Producción y fabricación de estupefacientes;

b) Uso de estupefacientes para la fabricación de otros estupefacientes, de los preparados de la Lista III y de sustancias a las que no se aplica esta Convención, así como de la paja de adormidera para la fabricación de estupefacientes;

c) Consumo de estupefacientes;

d) Importaciones y exportaciones de estupefacientes y de paja de adormidera;

e) Decomiso de estupefacientes y destino que se les da;

f) Existencias de estupefacientes al 31 de diciembre del año a que se refieren las estadísticas; y

g) Superficie determinable de cultivo de la adormidera.

2. a) Los datos estadísticos relativos a las cuestiones mencionadas en el párrafo 1, salvo el apartado d), se establecerán anualmente y se presentarán a la Junta a más tardar el 30 de junio del año siguiente al año a que se refieren.

b) Los datos estadísticos relativos a las cuestiones mencionadas en el apartado d) del inciso 1 se establecerán trimestralmente y se presentarán a la Junta dentro del mes siguiente al trimestre a que se refieren.

3. Las Partes no estarán obligadas a presentar datos estadísticos relativos a las existencias especiales, pero presentarán separadamente datos relativos a los estupefacientes importados u obtenidos en el país o territorio con fines especiales, así como sobre las cantidades de estupefacientes retiradas de las existencias especiales para satisfacer las necesidades de la población civil."

Artículo 11

Nuevo artículo 21 bis

A continuación del artículo 21 de la Convención Unica se insertará el nuevo artículo siguiente:

"Artículo 21 bis

Limitación de la producción del opio

1. La producción de opio de cualquier país o territorio se organizará y fiscalizará de tal modo que se asegure que, en la medida de lo posible, la cantidad producida en un año cualquiera no exceda de las previsiones de la cantidad de opio que se ha de producir, establecidas de conformidad con el apartado f) del párrafo 1 del artículo 19.

2. Si la Junta, basándose en la información que posea en virtud de las disposiciones de la presente Convención, concluye que una Parte que ha presentado unas previsiones de conformidad con el apartado f) del párrafo 1 del artículo 19 no ha limitado el opio producido dentro de sus fronteras a los fines lícitos conforme a las previsiones pertinentes y que una cantidad importante del opio producido, lícita o ilícitamente, dentro de las fronteras de dicha Parte, ha sido desviada al tráfico ilícito, podrá, después de estudiar las explicaciones de la Parte de que se trate, que le deberán ser presentadas en el plazo de un mes a partir de la notificación de tal conclusión, decidir que se deduzca la totalidad o una parte de dicha cantidad de la que se ha de producir y del total de las previsiones definidas en el apartado b) del párrafo 2 del artículo 19 para el año inmediato en el que dicha deducción pueda realizarse técnicamente, teniendo en cuenta la estación del año y las obligaciones contractuales respecto de la exportación del opio. Esta decisión entrará en vigor noventa días después de haber sido notificada a la Parte de que se trate.

3. Después de notificar a la Parte interesada la decisión adoptada conforme al párrafo 2 supra respecto de una deducción, la Junta consultará con esa Parte a fin de resolver satisfactoriamente la situación.

4. Si la situación no se resuelve en forma satisfactoria, la Junta, en su caso, podrá actuar conforme a lo dispuesto en el artículo 14.

5. Al adoptar su decisión respecto a una deducción, de conformidad con el párrafo 2 supra, la Junta tendrá en cuenta no sólo todas las circunstancias del caso, incluidas las que originen el problema del tráfico ilícito a que se hace referencia en dicho párrafo 2, sino también cualesquier nuevas medidas pertinentes de fiscalización que puedan haber sido adoptadas por la Parte."

Artículo 12

Modificación del artículo 22 de la Convención Unica

El artículo 22 de la Convención Unica quedará modificado en la siguiente forma:

"1. Cuando las condiciones existentes en el país o en un territorio de una Parte sean tales que, a su juicio, la prohibición del cultivo de la adormidera, del arbusto de coca o de la planta de la cannabis resulte la medida más adecuada para proteger la salud pública y evitar que los estupefacientes sean objeto de tráfico ilícito, la Parte interesada prohibirá dicho cultivo.

2. Una Parte que prohíba el cultivo de la adormidera o de la planta de la cannabis tomará las medidas apropiadas para secuestrar cualquier planta ilícitamente cultivada y destruirla, excepto pequeñas cantidades requeridas por la Parte para propósitos científicos o de investigación."

Artículo 13

Modificación del artículo 35 de la Convención Unica

El artículo 35 de la Convención Unica quedará modificado en la siguiente forma:

"Teniendo debidamente en cuenta sus regímenes constitucional, legal y administrativo, las Partes:

a) Asegurarán en el plano nacional una coordinación de la acción preventiva y represiva contra el tráfico ilícito; para ello podrán designar un servicio apropiado que se encargue de dicha coordinación;

b) Se ayudarán mutuamente en la lucha contra el tráfico ilícito de estupefacientes;

c) Cooperarán estrechamente entre sí y con las organizaciones internacionales competentes de que sean miembros para mantener una lucha coordinada contra el tráfico ilícito;

d) Velarán por que la cooperación internacional de los servicios apropiados se efectúe en forma expedita;

e) Cuidarán que, cuando se transmitan de un país a otro los autos para una acción judicial, la transmisión se efectúe en forma expedita a los órganos designados por las Partes; este requisito no prejuzga el derecho de una Parte a exigir que se le envíen las piezas de autos por vía diplomática;

f) Proporcionarán, si lo consideran apropiado, a la Junta y a la Comisión por conducto del Secretario General, además de la información prevista en el artículo 18, la información relativa a las actividades ilícitas de estupefacientes dentro de sus fronteras, incluida la referencia al cultivo, producción, fabricación, tráfico y uso ilícitos de estupefacientes; y

g) En la medida de lo posible, proporcionarán la información a que se hace referencia en el apartado anterior en la manera y en la fecha que la Junta lo solicite; si se lo pide una Parte, la Junta podrá ofrecerle su asesoramiento en su tarea de proporcionar la información y de tratar de reducir las actividades ilícitas de estupefacientes dentro de las fronteras de la Parte."

Artículo 14

Modificación de los párrafos 1 y 2 del artículo 36 de la Convención Unica

Los párrafos 1 y 2 del artículo 36 de la Convención Unica quedarán modificados en la siguiente forma:

"1. a) A reserva de lo dispuesto por su Constitución, cada una de las Partes se obliga a adoptar las medidas necesarias para que el cultivo y la producción, fabricación, extracción, preparación, posesión, ofertas en general, ofertas de venta, distribución, compra, venta, despacho por cualquier concepto, corretaje, expedición, expedición en tránsito, transporte, importación y exportación de estupefacientes, no conformes a las disposiciones de esta Convención o cualesquiera otros actos que en opinión de la Parte puedan efectuarse en infracción de las disposiciones de la presente Convención, se consideren como delitos si se cometen intencionalmente y que los delitos graves sean castigados en forma adecuada, especialmente con penas de prisión u otras penas de privación de libertad.

b) No obstante lo dispuesto en el apartado anterior, cuando las personas que hagan uso indebido de estupefacientes hayan cometido esos delitos, las Partes podrán en vez de declararlas culpables o de sancionarlas penalmente, o además de declararlas culpables o de sancionarlas, someterlas a medidas de tratamiento, educación, postratamiento, rehabilitación y readaptación social, de conformidad con lo dispuesto en el párrafo 1 del artículo 38.

2. A reserva de lo dispuesto por su Constitución, del régimen jurídico y de la legislación nacional de cada Parte:

a) i) Cada uno de los delitos enumerados en el inciso 1, si se comete en diferentes países, se considerará como un delito distinto;

ii) La participación deliberada o la confabulación para cometer cualquiera de esos delitos, así como la tentativa de cometerlos, los actos preparatorios y operaciones financieras, relativos a los delitos de que trata este artículo, se considerarán como delitos, tal como se dispone en el inciso 1;

iii) Las condenas pronunciadas en el extranjero por esos delitos serán computadas para determinar la reincidencia; y

iv) Los referidos delitos graves cometidos en el extranjero, tanto por nacionales como por extranjeros, serán juzgados por la Parte en cuyo territorio se haya cometido el delito, o por la Parte en cuyo territorio se encuentre el delincuente, si no procede la extradición de conformidad con la ley de la Parte a la cual se la solicita, y si dicho delincuente no ha sido ya procesado y sentenciado.

b) i) Cada uno de los delitos enumerados en el párrafo 1 y en el inciso ii) del apartado a) del párrafo 2 del presente artículo se considerará incluido entre los delitos que den lugar a extradición en todo tratado de extradición celebrado entre las Partes. Las Partes se comprometen a incluir tales delitos como casos de extradición en todo tratado de extradición que celebren entre sí en el futuro.

ii) Si una Parte, que subordine la extradición a la existencia de un tratado, recibe de otra Parte, con la que no tiene tratado, una solicitud de extradición, podrá discrecionalmente considerar la presente Convención como la base jurídica necesaria para la extradición referente a los delitos enumerados en el párrafo 1 y en el inciso ii) del apartado a) del párrafo 2 del presente artículo. La extradición estará sujeta a las demás condiciones exigidas por el derecho de la Parte requerida.

iii) Las Partes que no subordinen la extradición a la existencia de un tratado reconocerán los delitos enumerados en el párrafo 1 y en el inciso ii) del apartado a) del párrafo 2 del presente artículo como casos de extradición entre ellas, sujetos a las condiciones exigidas por el derecho de la Parte requerida.

iv) La extradición será concedida con arreglo a la legislación de la Parte a la que se haya pedido y, no obstante lo dispuesto en los incisos i), ii) y iii) del apartado b) de este párrafo, esa Parte tendrá derecho a negarse a conceder la extradición si sus autoridades competentes consideran que el delito no es suficientemente grave."

Artículo 15

Modificación del artículo 38 de la Convención Unica y del título del mismo

El artículo 38 de la Convención Unica y el título del mismo quedarán modificados en la siguiente forma:

"Medidas contra el uso indebido de estupefacientes

1. Las Partes prestarán atención especial a la prevención del uso indebido de estupefacientes y a la pronta identificación, tratamiento, educación, postratamiento, rehabilitación y readaptación social de las personas afectadas, adoptarán todas las medidas posibles al efecto y coordinarán sus esfuerzos en ese sentido.

2. Las Partes fomentarán, en la medida de lo posible, la formación de personal para el tratamiento, postratamiento, rehabilitación y readaptación social de quienes hagan uso indebido de estupefacientes.

3. Las Partes procurarán prestar asistencia a las personas cuyo trabajo así lo exija para que lleguen a conocer los problemas del uso indebido de estupefacientes y de su prevención y fomentarán asimismo ese conocimiento entre el público en general, si existe el peligro de que se difunda el uso indebido de estupefacientes."

Artículo 16

Nuevo artículo 38 bis

A continuación del artículo 38 de la Convención Unica se insertará el nuevo artículo siguiente:

"Artículo 38 bis

Acuerdos conducentes a la creación de centros regionales

Si una Parte lo considera deseable teniendo debidamente en cuenta su régimen constitucional, legal y administrativo, y con el asesoramiento técnico de la Junta o de los organismos especializados si así lo desea, promoverá, como parte de su lucha contra el tráfico ilícito, la celebración, en consulta con otras Partes interesadas de la misma región, de acuerdos conducentes a la creación de centros regionales de investigación científica y educación para combatir los problemas que originan el uso y el tráfico ilícitos de estupefacientes."

Artículo 17

Idiomas del Protocolo y procedimiento para su firma, ratificación y adhesión

1. El presente Protocolo, cuyos textos chino, español, francés, inglés y ruso son igualmente auténticos, quedará abierto, hasta el 31 de diciembre de 1972, a la firma de todas las Partes en la Convención Unica y todos sus signatarios.

2. El presente Protocolo está sujeto a la ratificación de los Estados que lo hayan firmado y que hayan ratificado o se hayan adherido a la Convención Unica. Los instrumentos de ratificación serán depositados ante el Secretario General.

3. El presente Protocolo estará abierto, después del 31 de diciembre de 1972, a la adhesión de cualquier Parte en la Convención Unica que no lo haya firmado. Los instrumentos de adhesión serán depositados ante el Secretario General.

Artículo 18

Entrada en vigor

1. El presente Protocolo, junto con las modificaciones que contiene, entrará en vigor el trigésimo día siguiente a la fecha en que se haya depositado el cuadragésimo instrumento de ratificación o adhesión, de conformidad con el artículo 17, por las Partes en la Convención Unica.

2. Con respecto a cualquier otro Estado que deposite un instrumento de ratificación o adhesión después de la fecha de depósito de dicho cuadragésimo instrumento, el presente Protocolo entrará en vigor el trigésimo día siguiente a la fecha de depósito de su instrumento de ratificación o de adhesión.

Artículo 19

Efecto de la entrada en vigor

Todo Estado que llegue a ser Parte en la Convención Unica después de la entrada en vigor del presente Protocolo de conformidad con el párrafo 1 del artículo 18 será considerado, de no haber manifestado ese Estado una intención diferente:

a) Parte en la Convención Unica en su forma enmendada; y

b) Parte en la Convención Unica no enmendada con respecto a toda Parte en esa Convención que no esté obligada por el presente Protocolo.

Artículo 20
Disposiciones transitorias

1. A partir de la fecha en que entre en vigor el presente Protocolo de conformidad con lo dispuesto en el párrafo 1 del artículo 18, las funciones de la Junta Internacional de Fiscalización de Estupefacientes serán desempeñadas por la Junta constituida con arreglo a la Convención Unica no modificada.

2. El Consejo Económico y Social fijará la fecha en que entrará en funciones la Junta constituida con arreglo a las modificaciones contenidas en el presente Protocolo. A partir de esa fecha, la Junta así constituida ejercerá, respecto de las Partes en la Convención Unica no modificada y de las partes en los instrumentos enumerados en el artículo 44 de la misma que no sean Partes en el presente Protocolo, las funciones de la Junta constituida con arreglo a la Convención Unica no modificada.

3. El período de seis de los miembros electos en la primera elección que se celebre después de ampliar la composición de la Junta de once a trece miembros expirará a los tres años, y el de los otros siete miembros expirará a los cinco años.

4. Los miembros de la Junta cuyos períodos hayan de expirar al cumplirse el mencionado período inicial de tres años serán designados mediante sorteo que efectuará el Secretario General de las Naciones Unidas inmediatamente después de terminada la primera elección.

Artículo 21
Reservas

1. Al firmar el Protocolo, ratificarlo o adherirse a él, todo Estado podrá formular reservas a cualquier enmienda en él contenida, a excepción de las enmiendas a los párrafos 6 y 7 del artículo 2 (artículo 1 del presente Protocolo), a los párrafos 1, 4 y 5 del artículo 9 (artículo 2 del presente Protocolo), a los párrafos 1 y 4 del artículo 10 (artículo 3 del presente Protocolo), al artículo 11 (artículo 4 del presente Protocolo), al artículo 14 bis (artículo 7 del presente Protocolo), al artículo 16 (artículo 8 del presente Protocolo), al artículo 22 (artículo 12 del presente Protocolo), al artículo 35 (artículo 13 del presente Protocolo), al apartado b) del párrafo 1 del artículo 36 (artículo 14 del presente Protocolo), al artículo 38 (artículo 15 del presente Protocolo) y al artículo 38 bis (artículo 16 del presente Protocolo).

2. El Estado que haya formulado reservas podrá en todo momento, mediante notificación por escrito, retirar todas o parte de sus reservas.

Artículo 22

El Secretario General transmitirá copias auténticas certificadas del presente Protocolo a todas las Partes en la Convención Unica y todos sus signatarios. Al entrar el Protocolo en vigor de conformidad con el párrafo 1 del artículo 18, el Secretario General preparará un texto de la Convención Unica modificada por el presente Protocolo y transmitirá copias auténticas certificadas del mismo a todos los Estados Partes o que tengan derecho a hacerse Partes en la Convención modificada.

HECHO en Ginebra, el veinticinco de marzo de mil novecientos setenta y dos en un solo ejemplar, que se depositará en los archivos de las Naciones Unidas.

EN FE DE LO CUAL, los infrascritos, debidamente autorizados, han firmado el presente Protocolo en nombre de sus Gobiernos respectivos.

FOR AFGHANISTAN:
POUR L'AFGHANISTAN:
阿富汗:
За Афганистан:
POR EL AFGANISTÁN:

FOR ALBANIA:
POUR L'ALBANIE:
阿爾巴尼亞:
За Албанию:
POR ALBANIA:

FOR ALGERIA:
POUR L'ALGÉRIE:
阿爾及利亞:
За Алжир:
POR ARGELIA:

FOR ARGENTINA:
POUR L'ARGENTINE:
阿根廷:
За Аргентину: A Zaefferer
POR LA ARGENTINA:

FOR AUSTRALIA:
POUR L'AUSTRALIE:
澳大利亞:
За Австралию: L R McIntyre
POR AUSTRALIA: 22nd November, 1972

FOR AUSTRIA:
POUR L'AUTRICHE:
奥地利:
За Австрию:
POR AUSTRIA:

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FOR BAHRAIN:
POUR BAHREÏN:
巴林:
За Бахрейн:
POR BAHREIN:

FOR BARBADOS:
POUR LA BARBADE:
巴貝多:
За Барбадос:
POR BARBADOS:

FOR BELGIUM:
POUR LA BELGIQUE:
比利時:
За Бельгию: Waersegger
POR BÉLGICA:

FOR BHUTAN:
POUR LE BHOUTAN:
不丹：
За Бутан:
POR BHUTÁN:

FOR BOLIVIA:
POUR LA BOLIVIE:
玻利維亞：
За Боливию:
POR BOLIVIA:

FOR BOTSWANA:
POUR LE BOTSWANA:
波扎那：
За Ботсвану:
POR BOTSWANA:

FOR BRAZIL:
POUR LE BRÉSIL:
巴西:
За Бразилию:
POR EL BRASIL:

Henrique de Araújo Mesquita

FOR BULGARIA:
POUR LA BULGARIE:
保加利亞:
За Болгарию:
POR BULGARIA:

FOR BURMA:
POUR LA BIRMANIE:
緬甸:
За Бирму:
POR BIRMANIA:

FOR BURUNDI:
POUR LE BURUNDI:
布隆提:
За Бурунди:
POR BURUNDI:

FOR THE BYELORUSSIAN SOVIET SOCIALIST REPUBLIC:
POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE DE BIÉLORUSSIE:
白俄羅斯蘇維埃社會主義共和國:
За Белорусскую Советскую Социалистическую Республику:
POR LA REPÚBLICA SOCIALISTA SOVIÉTICA DE BIELORRUSIA:

FOR CAMEROON:
POUR LE CAMEROUN:
喀麥隆:
За Камеруи:
POR EL CAMERÚN:

FOR CANADA:
POUR LE CANADA:
加拿大:
За Канаду:
POR EL CANADÁ:

FOR THE CENTRAL AFRICAN REPUBLIC:
POUR LA RÉPUBLIQUE CENTRAFRICAINE:
中非共和國:
За Центральноафриканскую Республику:
POR LA REPÚBLICA CENTROAFRICANA:

FOR CEYLON:
POUR CEYLAN:
錫蘭:
За Цейлон:
POR CEILÁN:

FOR CHAD:
POUR LE TCHAD:
奈德:
За Чад:
POR EL CHAD:

FOR CHILE:
POUR LE CHILI:
智利:
За Чили: V Sanchez
POR CHILE:

FOR CHINA:
POUR LA CHINE:
中國:
За Китай:
POR CHINA:

FOR COLOMBIA:
POUR LA COLOMBIE:
哥倫比亞:
За Колумбию:
POR COLOMBIA:

FOR THE CONGO:
POUR LE CONGO:
剛果:
За Конго:
POR EL CONGO:

FOR COSTA RICA:
POUR LE COSTA RICA:
哥斯大黎加:
За Коста-Рику: Karen de Figueres
POR COSTA RICA:

FOR ECUADOR:
POUR L'EQUATEUR:
厄瓜多
За Эквадор: Teodoro Bustamante
POR EL ECUADOR:

FOR EGYPT:
POUR L'EGYPTE:
埃及
За Египет: A. Wagdi Sadek
POR EGIPTO:

FOR EL SALVADOR:
POUR EL SALVADOR:
薩爾瓦多
За Сальвадор:
POR EL SALVADOR:

FOR DAHOMEY:
POUR LE DAHOMEY:
達荷美:
За Дагомею:
POR EL DAHOMEY:

FOR DENMARK:
POUR LE DANEMARK:
丹麥:
За Данию: E Krog-Meyer
POR DINAMARCA:

FOR THE DOMINICAN REPUBLIC:
POUR LA RÉPUBLIQUE DOMINICAINE:
多明尼加共和國:
За Доминиканскую Республику:
POR LA REPÚBLICA DOMINICANA:

FOR CUBA:
POUR CUBA:
古巴:
За Кубу:
POR CUBA:

FOR CYPRUS:
POUR CHYPRE:
賽普勒斯:
За Кипр: Ozdemir Ozgur
POR CHIPRE:

FOR CZECHOSLOVAKIA:
POUR LA TCHÉCOSLOVAQUIE:
捷克斯拉夫:
За Чехословакию:
POR CHECOSLOVAQUIA:

FOR EQUATORIAL GUINEA:
POUR LA GUINÉE ÉQUATORIALE:
赤道幾內亞:
За Экваториальную Гвинею:
POR GUINEA ECUATORIAL:

FOR ETHIOPIA:
POUR L'ETHIOPIE:
衣索比亞:
За Эфиопию:
POR ETIOPÍA:

FOR THE FEDERAL REPUBLIC OF GERMANY:
POUR LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE:
德意志聯邦共和國:
За Федеративную Республику Германии:
POR LA REPÚBLICA FEDERAL DE ALEMANIA:

Otto Baron von Stempel

FOR FIJI:
POUR FIDJI:
斐濟:
За Фиджи:
POR FIJI:

FOR FINLAND:
POUR LA FINLANDE:
芬蘭:
За Финляндию: Max Jakobson
POR FINLANDIA: 16 May 1972

FOR FRANCE:
POUR LA FRANCE:
法蘭西:
За Францию: R de Boisseson
POR FRANCIA:

FOR GABON:
POUR LE GABON:
加彭:
За Габон: Ndimal
POR EL GABÓN:

FOR GAMBIA:
POUR LA GAMBIE:
岡比亞:
За Гамбию:
POR GAMBIA:

FOR GHANA:
POUR LE GHANA:
迦納:
За Гану: K B Asante
POR GHANA:

FOR GREECE:
POUR LA GRÈCE:
希臘:
За Грецию: C. J Miras
POR GRECIA:

With a reservation to article 1(4) amending the article 2 of the Single Convention 1/

FOR GUATEMALA:
POUR LE GUATEMALA:
瓜地馬拉:
За Гватемалу: Enrique López Herrarte
POR GUATEMALA:

FOR GUINEA:
POUR LA GUINÉE:
幾內亞:
За Гвинею:
POR GUINEA:

1/ /*Traduction - Translation*/ Avec une réserve au paragraphe 4 de l'article premier amendant l'article 2 de la Convention unique.

FOR GUYANA:
POUR LA GUYANE:
蓋亞那:
За Гвиану:
POR GUYANA:

FOR HAITI:
POUR HAÏTI:
海地:
За Гаити:
POR HAITÍ:

Baguidy
Représentant d'Haïti
Ambassadeur à Berne

FOR THE HOLY SEE:
POUR LE SAINT-SIÈGE:
教廷:
За Святейший престол:
POR LA SANTA SEDE:

Silvio Luoni

FOR HONDURAS:
POUR LE HONDURAS:
宏都拉斯:
За Гондурас:
POR HONDURAS:

FOR HUNGARY:
POUR LA HONGRIE:
匈牙利:
За Венгрию:
POR HUNGRÍA:

FOR ICELAND:
POUR L'ISLANDE:
冰島:
За Исландию:
POR ISLANDIA:

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FOR INDIA:
POUR L'INDE:
印度:
За Индию:
POR LA INDIA:

FOR INDONESIA:
POUR L'INDONÉSIE:
印度尼西亞:
За Индонезию: I. Thajeb
POR INDONESIA:

FOR IRAN:
POUR L'IRAN:
伊朗:
За Иран: Sous réserve de ratification[1/]
POR EL IRÁN:

Dr. Azarakhsh

1/ Subject to ratification.

FOR IRAQ:
POUR L'IRAK:
伊拉克:
За Ирак:
POR EL IRAK:

FOR IRELAND:
POUR L'IRLANDE:
愛爾蘭:
За Ирландию:
POR IRLANDA:

FOR ISRAEL:
POUR ISRAËL:
以色列:
За Израиль: /Shabtai Rosenne/ 1/ 2/
POR ISRAEL:
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1/ *Transliteration - Translitération.*

2/ With a declaration, the text of which is reproduced immediately after the signatures.

Avec une déclaration, dont le texte est réproduit à la suite des signatures.

FOR ITALY:
POUR L'ITALIE:
義大利:
За Италию: Carlo Calenda
POR ITALIA:

FOR THE IVORY COAST:
POUR LA CÔTE-D'IVOIRE:
牙象海岸:
За Берег Слоновой Кости: Thiemele
POR LA COSTA DE MARFIL:

FOR JAMAICA:
POUR LA JAMAÏQUE:
牙買加:
За Ямайку:
POR JAMAICA:

FOR JAPAN:
POUR LE JAPON:
日本:
За Японию:
POR EL JAPÓN:

Toru Nakagawa

15 Dec. 1972

FOR JORDAN:
POUR LA JORDANIE:
約旦:
За Иорданию:
POR JORDANIA:

I. Zuraikat

FOR KENYA:
POUR LE KENYA:
肯亞:
За Кению:
POR KENIA:

FOR THE KHMER REPUBLIC:
POUR LA RÉPUBLIQUE KHMÈRE:
高棉共和國:
За Кхмерскую Республику:
POR LA REPÚBLICA KHMER:

S Soth

FOR KUWAIT:
POUR LE KOWEÏT:
科威特:
За Кувейт:
POR KUWAIT:

FOR LAOS:
POUR LE LAOS:
寮國:
За Лаос:
POR LAOS:

FOR LEBANON:
POUR LE LIBAN:
黎巴嫩:
За Ливан: M Banna
POR EL LÍBANO:

FOR LESOTHO:
POUR LE LESOTHO:
賴索托:
За Лесото:
POR LESOTHO:

FOR LIBERIA:
POUR LE LIBÉRIA:
賴比瑞亞:
За Либерию: Clavenda W Parker
POR LIBERIA:

FOR THE LIBYAN ARAB REPUBLIC:
POUR LA RÉPUBLIQUE ARABE LIBYENNE:
利比亞阿拉伯共和國:
За Ливийскую Арабскую Республику:
POR LA REPÚBLICA ARABE LIBIA:

FOR LIECHTENSTEIN:
POUR LE LIECHTENSTEIN:
列支敦斯登:
За Лихтенштейн: Mario Ledebur
POR LIECHTENSTEIN:

FOR LUXEMBOURG:
POUR LE LUXEMBOURG:
盧森堡:
За Люксембург: Marcel Fischbach
POR LUXEMBURGO:

FOR MADAGASCAR:
POUR MADAGASCAR:
馬達加斯加:
За Мадагаскар: Ad referendum
POR MADAGASCAR:
Zafera

FOR MALAWI:
POUR LE MALAWI:
馬拉威:
За Малави:
POR MALAWI:

FOR MALAYSIA:
POUR LA MALAISIE:
馬來亞聯邦:
За Малайскую Федерацию:
POR MALASIA:

FOR THE MALDIVE ISLANDS:
POUR LES ÎLES MALDIVES:
馬爾代夫羣島:
За Мальдивские острова:
POR LAS ISLAS MALDIVAS:

FOR MALI:
POUR LE MALI:
馬利:
За Мали:
POR MALÍ:

FOR MALTA:
POUR MALTE:
馬耳他:
За Мальту:
POR MALTA:

FOR MAURITANIA:
POUR LA MAURITANIE:
茅利塔尼亞:
За Мавританию:
POR MAURITANIA:

FOR MAURITIUS:
POUR MAURICE:
模里西斯:
За Маврикий:
POR MAURICIO:

FOR MEXICO:
POUR LE MEXIQUE:
墨西哥:
За Мексику:
POR MÉXICO:

FOR MONACO:
POUR MONACO:
摩納哥:
За Монако: Boeri
POR MÓNACO:

FOR MONGOLIA:
POUR LA MONGOLIE:
蒙古:
За Монголию:
POR MONGOLIA:

FOR MOROCCO:
POUR LE MAROC:
摩洛哥:
За Марокко: /Salah Zaîmi/ 1/
POR MARRUECOS: 28/12/72

1/ *Transliteration - Translitération.*

FOR NAURU:
POUR NAURU:
那烏魯:
За Науру:
POR NAURU:

FOR NEPAL:
POUR LE NÉPAL:
尼泊爾:
За Непал:
POR NEPAL:

FOR THE NETHERLANDS:
POUR LES PAYS-BAS:
荷蘭:
За Нидерланды:
POR LOS PAÍSES BAJOS:

FOR NEW ZEALAND:
POUR LA NOUVELLE-ZÉLANDE:
紐西蘭:
За Новую Зеландию:
POR NUEVA ZELANDIA:

J. V. Scott
15 December 1972

FOR NICARAGUA:
POUR LE NICARAGUA:
尼加拉瓜:
За Никарагуа:
POR NICARAGUA:

J. Quintana

FOR THE NIGER:
POUR LE NIGER:
奈及爾:
За Нигер:
POR EL NÍGER:

A Diallo
28 Novembre 1972

FOR NIGERIA:
POUR LA NIGÉRIA:
奈及利亞:
За Нигерию:
POR NIGERIA:

FOR NORWAY:
POUR LA NORVÈGE:
挪威:
За Норвегию: Jens Boyesen
POR NORUEGA:

FOR OMAN:
POUR L'OMAN:
阿曼:
За Оман:
POR OMÁN:

FOR PAKISTAN:
POUR LE PAKISTAN:
巴基斯坦:
За Пакистан:
POR EL PAKISTÁN:

I. Akhund

29 December 1972

FOR PANAMA:
POUR LE PANAMA:
巴拿馬:
За Панаму:
POR PANAMÁ:

A. E. Boyd

With a reservation regarding article 36, paragraph 2 that appears on document of May 3, 1972 signed by the Minister of Foreign Affairs of Panama 1/

FOR PARAGUAY:
POUR LE PARAGUAY:
巴拉圭:
За Парагвай:
POR EL PARAGUAY:

Ad referendum

Miguel Solano Lopez

Oct. 18, 1972

1/ *The text of the above-mentioned reservation is reproduced immediately after the signatures.*

/*Traduction - Translation*/ Avec une réserve concernant le paragraphe 2 de l'article 36 qui figure dans le document du 3 mai 1972 signé par le Ministre des affaires étrangères du Panama.

Le texte de la réserve susmentionnée est reproduit à la suite des signatures.

FOR THE PEOPLE'S DEMOCRATIC REPUBLIC OF YEMEN:
POUR LA RÉPUBLIQUE DÉMOCRATIQUE POPULAIRE DU YÉMEN:
也門人民民主共和國:
За Йеменскую Народно-Демократическую Республику:
POR LA REPÚBLICA DEMOCRÁTICA POPULAR DEL YEMEN:

FOR PERU:
POUR LE PÉROU:
祕魯:
За Перу: Raúl Q. Montero Ruiz
POR EL PERÚ:

FOR THE PHILIPPINES:
POUR LES PHILIPPINES:
菲律賓:
За Филиппины: H. J. Brillantes
POR FILIPINAS:

TIAS 8118

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FOR POLAND:
POUR LA POLOGNE:
波蘭:
За Польшу:
POR POLONIA:

FOR PORTUGAL:
POUR LE PORTUGAL:
葡萄牙:
За Португалию:
POR PORTUGAL:

FOR QATAR:
POUR LE QATAR:
卡達:
За Катар:
POR QATAR:

FOR THE REPUBLIC OF KOREA:
POUR LA RÉPUBLIQUE DE CORÉE:
大韓民國:
За Корейскую Республику:
POR LA REPÚBLICA DE COREA:

P. W. Han

29 Dec. 1972

FOR THE REPUBLIC OF VIET-NAM:
POUR LA RÉPUBLIQUE DU VIET-NAM:
越南共和國:
За Республику Вьетнам:
POR LA REPÚBLICA DE VIET-NAM:

Lê-Văn-Thu

FOR ROMANIA:
POUR LA ROUMANIE:
羅馬尼亞:
За Румынию:
POR RUMANIA:

FOR RWANDA:
POUR LE RWANDA:
盧安達:
За Руанду:
POR RWANDA:

FOR SAN MARINO:
POUR SAINT-MARIN:
聖馬利諾:
За Сан-Марино:
POR SAN MARINO:

FOR SAUDI ARABIA:
POUR L'ARABIE SAOUDITE:
沙烏地阿拉伯:
За Саудовскую Аравию:
POR ARABIA SAUDITA:

FOR SENEGAL:
POUR LE SÉNÉGAL:
塞內加爾:
За Сенегал:
POR EL SENEGAL:

Medoune Fall

New York le 16 Août 1972

FOR SIERRA LEONE:
POUR LE SIERRA LEONE:
獅子山:
За Сьерра-Леоне:
POR SIERRA LEONA:

FOR SINGAPORE:
POUR SINGAPOUR:
新加坡:
За Сингапур:
POR SINGAPUR:

FOR SOMALIA:
POUR LA SOMALIE:
索馬利亞:
За Сомали:
POR SOMALIA:

FOR SOUTH AFRICA:
POUR L'AFRIQUE DU SUD:
南非:
За Южную Африку: Subject to Ratification[1/]
POR SUDÁFRICA:

E R Steyn

FOR SPAIN:
POUR L'ESPAGNE:
西班牙:
За Испанию: Fernando Benito
POR ESPAÑA:

1/ Sous réserve de ratification.

FOR THE SUDAN:
POUR LE SOUDAN:
蘇丹:
За Судан:
POR EL SUDÁN:

FOR SWAZILAND:
POUR LE SOUAZILAND:
史瓦濟蘭:
За Свазиленд:
POR SWAZILANDIA:

FOR SWEDEN:
POUR LA SUÈDE:
瑞典:
За Швецию: Carl E. Sturkell
POR SUECIA:

FOR SWITZERLAND:
POUR LA SUISSE:
瑞士:
За Швейцарию:
POR SUIZA:

FOR THE SYRIAN ARAB REPUBLIC:
POUR LA RÉPUBLIQUE ARABE SYRIENNE:
敘利亞阿拉伯共和國:
За Сирийскую Арабскую Республику:
POR LA REPÚBLICA ARABE SIRIA:

FOR THAILAND:
POUR LA THAÏLANDE:
泰國:
За Таиланд:
POR TAILANDIA:

FOR TOGO:
POUR LE TOGO:
多哥:
За Того:
POR EL TOGO:

Francis Johnson
(Dr. F. Johnson-Romuald)

FOR TRINIDAD AND TOBAGO:
POUR LA TRINITÉ-ET-TOBAGO:
千里達及托貝哥:
За Тринидад и Тобаго:
POR TRINIDAD Y TABAGO:

FOR TUNISIA:
POUR LA TUNISIE:
突尼西亞:
За Тунис:
POR TÚNEZ:

Rachid Driss
22 - 12 - 72

FOR TURKEY:
POUR LA TURQUIE:
土耳其:
За Турцию: C. Kirca
POR TURQUÍA:

FOR UGANDA:
POUR L'OUGANDA:
烏干達:
За Уганду:
POR UGANDA:

FOR THE UKRAINIAN SOVIET SOCIALIST REPUBLIC:
POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE D'UKRAINE:
烏克蘭蘇維埃社會主義共和國:
За Украинскую Советскую Социалистическую Республику:
POR LA REPÚBLICA SOCIALISTA SOVIÉTICA DE UCRANIA:

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:
POUR L'UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES:
蘇維埃社會主義共和國聯邦:
За Союз Советских Социалистических Республик:
POR LA UNIÓN DE REPÚBLICAS SOCIALISTAS SOVIÉTICAS:

FOR THE UNITED ARAB EMIRATES:
POUR LES ÉMIRATS ARABES UNIS:
阿拉伯聯合酋長國:
За Объединенные Арабские Эмираты
POR LOS EMIRATOS ARABES UNIDOS:

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 GRAN BRETAÑA E IRLANDA DEL NORTE:

F Stewart

FOR THE UNITED REPUBLIC OF TANZANIA:
POUR LA RÉPUBLIQUE-UNIE DE TANZANIE:
坦尚尼亞聯合共和國:
За Объединенную Республику Танзания:
POR LA REPÚBLICA UNIDA DE TANZANIA:

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:

Nelson Gross

William J. Cargo

FOR THE UPPER VOLTA:
POUR LA HAUTE-VOLTA:
上伏塔:
За Верхнюю Вольту:
POR EL ALTO VOLTA:

FOR URUGUAY:
POUR L'URUGUAY:
烏拉圭:
За Уругвай:
POR EL URUGUAY:

FOR VENEZUELA:
POUR LE VENEZUELA:
委內瑞拉:
За Венесуэлу: R. Darío Berti
POR VENEZUELA:

FOR WESTERN SAMOA:
POUR LE SAMOA-OCCIDENTAL:
西薩摩亞:
За Западное Самоа:
POR SAMOA OCCIDENTAL:

FOR YEMEN:
POUR LE YÉMEN:
也門:
За Йемен:
POR EL YEMEN:

FOR YUGOSLAVIA:
POUR LA YOUGOSLAVIE:
南斯拉夫:
За Югославию: Dragan Nikolić
POR YUGOSLAVIA:

FOR ZAIRE:
POUR LE ZAÏRE:
扎伊爾:
За Заир:
POR EL ZAIRE:

FOR ZAMBIA:
POUR LA ZAMBIE:
尚比亞:
За Замбию:
POR ZAMBIA:

Declaration by Israel

The Government of Israel will not proceed to the ratfrication of the Protocol until it has received assurances that all the neighbouring States who intend to become parties to it will do so without reservation or declaration, and that the so-called reservation or declaration referring to Israel and made by one of Israel's neighbours in connection with its participation in the 1961 Single Convention, and which was quoted at the meeting of the Second Committee on 18 March 1972, is withdrawn.

Déclaration d'Israël

[Traduction - Translation]

Le Gouvennement d'Israël ne procédera à la ratification du Protocole qu'après avoir reçu l'assurance que tous les Etats voisins qui ont l'intention d'y devenir partie le feront sans réserve ni déclaration, et que la prétendue réserve ou déclaration concernant Israël et formulée par l'un des voisins d'Israël au sujet de sa participation à la Convention unique de 1961, et qui a été citée à la séance du 18 mars 1972 de la Deuxième Commission, sera retirée.

Reservation by Panama

Réserve formulée par le Panama

[Spanish text - Texte espagnol]

Por cuanto de conformidad con su Constitución Política la República de Panamá no puede por ningún tratado internacional obligarse a entregar a sus propios nacionales, firma este Protocolo de Modificación de la Convención Unica de 1961 sobre Estupefacientes, formulando express RESERVA de que la enmienda que el artículo 14 del Protocolo introduce al párrafo 2 del artículo 36 de la Convención Unica de 1961 sobre Estupefacientes: (a) no modifica los tratados de extradición de los cuales es parte la República de Panamá en sentido alguno que pueda obligarla a entregar a sus propios nacionales; (b) no obliga a la República de Panamá a incluir, en los tratados de extradición que celebre en el futuro, disposición alguna por la cual se obligue a entregar a sus propios nacionales; y (c) no podrá interpretarse ni aplicarse en sentido alguno que dé lugar a obligación de la República de Panamá de entregar uno de sus propios nacionales.

[Translation]

Since, under its Constitution, the Republic of Panama cannot be required by any international treaty to extradite its own nationals, it is signing this Protocol amending the 1961 Single Convention on Narcotic Drugs subject to the express RESERVATION that the amendment made by article 14 of the Protocol to article 36, paragraph 2, of the 1961 Single Convention on Narcotic Drugs (a) does not modify the extradition treaties to which the Republic of Panama is a party in any manner which might require the latter to extradite its own nationals; (b) does not require the Republic of Panama to include in such extradition treaties as it may conclude in the future any provision requiring it to extradite its own nationals; and (c) may not be interpreted or applied in any manner which gives rise to an obligation on the part of the Republic of Panama to extradite any of its own nationals.

[Traduction]

Considérant que, conformément à sa Constitution politique, la République du Panama ne peut, par aucun traité international, s'obliger à extrader ses propres ressortissants, elle signe le présent Protocole portant amendement de la Convention unique sur les stupéfiants de 1961 sous la RESERVE expresse que l'amendement apporté par l'article 14 dudit Protocole au paragraphe 2 de l'article 36 de la Convention unique sur les stupéfiants de 1961 : a) ne modifie en aucune façon les traités d'extradition auxquels la République du Panama est partie d'une manière qui puisse l'obliger à extrader ses propres ressortissants; b) n'oblige pas la République du Panama à inclure, dans les traités d'extradition qu'elle conclura à l'avenir, une disposition qui l'oblige à extrader ses propres ressortissants; et c) ne puisse en aucune façon être interprété ou appliqué de manière à imposer à la République du Panama l'obligation d'extrader l'un de ses propres ressortissants.

I hereby certify that the foregoing text is a true copy of the Protocol amending the Single Convention on Narcotic Drugs, 1961, done at Geneva on 25 March 1972, the original of which is deposited with the Secretary-General of the United Nations.

For the Secretary-General:
The Legal Counsel

Je certifie que le texte qui précède est une copie conforme du Protocole portant amendement de la Convention unique sur les stupéfiants de 1961, fait à Genève le 25 mars 1972, dont l'original se trouve déposé auprès du Secrétaire général de l'Organisation des Nations Unies.

Pour le Secrétaire général:
Le Conseiller juridique

United Nations, New York,
9 April 1973

Organisation des Nations Unies, New York,
9 avril 1973

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SYRIA

Agricultural Commodities

Agreement signed at Damascus November 20, 1974;
Entered into force November 20, 1974.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC FOR SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Syrian Arab Republic.

Recognizing the desirability of expanding trade in agricultural commodities between the United States of America (hereinafter referred to as the exporting country) and the Syrian Arab Republic (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 exporting country to use its agricultural productivity to combat hunger and malnutrition in the developing countries, to encourage these countries to improve their own agricultural production, and to assist them in their economic development;

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

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended [1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

PART I - GENERAL PROVISIONS

ARTICLE I

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

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

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

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

[1] 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

in any supplementary agreement, within 90 days after the effective date of such supplementary agreement. Purchase authorizations shall include provisions relating to the sale and delivery of such commodities, and other relevant matters.

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

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

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed

to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

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

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

ARTICLE II

A. Initial Payment

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

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of this agreement pursuant to Section 103(b) of the Act (hereinafter referred to as the Currency Use Payment). The Currency Use Payment shall be that portion of the amount financed by the exporting country equal to the percentage specified for currency use payment in Part II. Payment shall be made in accordance with paragraph H and for purposes specified in Subsection 104(a), (b), (e) and (h)

of the Act, as set forth in Part II of this agreement. Such payment shall be credited against (a) the amount of each year's interest payment due during the period prior to the due date of the first installment payment, starting with the first year, plus (b) the combined payments of principal and interest starting with the first installment payment, until the value of the Currency Use Payment has been offset. Unless otherwise specified in Part II, no requests for payment will be made by the Government of the exporting country prior to the first disbursement by the Commodity Credit Corporation of the exporting country under this agreement.

C. Type of Financing

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

D. Credit Provisions

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

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

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

a. In the case of Dollar Credit, interest shall begin to accrue on the date of last delivery of these commodities in each calendar year. Interest shall be paid not later than the due date of each installment payment of principal, except that if the date of the first installment is more than a year after such date of last delivery, the first payment of interest shall be made not later than the anniversary date of such date of last delivery and thereafter payment of interest shall be made annually and not later than the due date of each installment payment of principal.

b. In the case of Convertible Local Currency Credit, interest shall begin to accrue on the date of dollar disbursement by the Government of

the exporting country. Such interest shall be paid annually beginning one year after the date of last delivery of commodities in each calendar year, except that if the installment payments for these commodities are not due on some anniversary of such date of last delivery, any such interest accrued on the due date of the first installment payment shall be due on the same date as the first installment and thereafter such interest shall be paid on the due dates of the subsequent installment payments.

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

E. Deposit of Payments

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

1. Dollar payments shall be remitted to the Treasurer, Commodity Credit Corporation, United States Department of Agriculture, Washington, D.C.

20250, unless another method of payment is agreed upon by the two governments.

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

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the Currency Use Payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned by the Government of the importing country

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

G. Computations

The computation of the Initial Payment, Currency Use Payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

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

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement; or

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

ARTICLE III

A. World Trade

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

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country

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

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

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

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

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

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

D. Reporting

In addition to any other reports agreed upon by the Government, 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 A2 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 county, 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.

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H. Consultation

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

I. Identification and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identification of food commodities at points of distribution in the importing country, and for publicity in the same manner as provided for in subsection 103 (1) of the Act.

Part II - PARTICULAR PROVISIONS

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat/wheat flour (grain basis)	1975	75,000	$13.5
Rice	1975	25,000	9.0
		TOTAL	$22.5

Item II. Payment Terms:

Dollar Credit

1. Initial Payment - 5 per cent
2. Currency Use Payment - 2 per cent, to be used for Section 104 (A) purposes.
3. Number of Installment Payments - 19
4. Balance Payable - Approximately equal annual installments
5. Due Date of First Installment Payment - Two 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 Table

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement
Wheat/wheat flour (grain equivalent basis)	1975	204,400 metric tons
Rice	1975	30,000 metric tons

Item IV. Export Limitations

A. The export limitation period shall begin on the date the Agreement is signed and extend through 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 and bulgur (or the same product under a different name); and for rice - rice in the form of paddy, brown or milled.

Item V. Self-Help Measures:

The Government of the Syrian Arab Republic agrees to:

1. Continue to give high priority to the agricultural development portion of the annual budget with emphasis on increased production of food grains and livestock for domestic consumption.
2. Continue to emphasize internal agricultural marketing and distribution systems to assure adequate supplies in all parts of the country.
3. Identify needs for increased storage facilities and develop plans to meet any such needs.
4. Accelerate applied research on food crops and livestock and disseminate information for better crop, livestock, and soil management practices.
5. Strengthen systems for collection, computation and analysis of agricultural statistics including import, export and other related trade data for use in determing 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 the agreement and for the following economic development sector: agricultural development.

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

The 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 Damascus, in duplicate in the English and Arabic languages, each being equally authentic, this twentieth day of November, 1974

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Richard W. Murphy [1]

FOR THE GOVERNMENT OF THE SYRIAN ARAB REPUBLIC

M. Imady [2]

[1] Richard W. Murphy
[2] M. Imady

اتفاقية بين (حكومة الولايات المتحدة الاميركية)
وحكومة الجمهورية العربية السورية
لبيع السلع الزراعية

ان حكومة الولايات المتحدة الاميركية وحكومة الجمهورية العربية السورية اعترافا بالرغبة في توسيع تجارة السلع الزراعية بين الولايات المتحدة الاميركية (المشار اليها هنا بالبلد المصدر) والجمهورية العربية السورية (المشار اليها هنا بالبلد المستورد) وبعض البلدان الاخرى الصديقة باسلوب لن يؤثر على التسويق العادي للبلد المصدر لهذه السلع او يتنافى مع اعراف الاسعار العالمية للسلع الزراعية او النظم الطبيعية للتجارة بين البلدان الصديقة .

آخذين بعين الاعتبار الاهمية للبلدان النامية لتطوير ذاتها لمساعدتها للوصول الى درجة اعلى من الاعتماد على النفس بما في ذلك الجهود لمواجهة مشاكلها بالنسبة لانتاج الغذاء والنمو السكاني .

اعترافا بسياسة البلد المصدر باستعمال انتاجيته الزراعية لمقاومة الجوع وسوء التغذية في البلدان النامية وكذلك تشجيع هذه البلدان لتحسين انتاجها الزراعي ومساعدتها في تطوير اقتصادها .

اعترافا بتصميم البلد المستورد على تحسين انتاجه والمخزون منه وتوزيع المنتجات الزراعية الغذائية بما في ذلك التقليل من التبديد في جميع مراحل معالجة الغذاء . ورغبة بتطبيق المفاهيم التي سوف تسير مبيعات السلع الزراعية الى البلد المستورد تطبيقا للبند (١) من قانون تطوير التجارة الزراعية والمساعدة وتعديلاته (المشار اليه هنا بالقانون) والى الاجراءات التي سوف تتخذها الحكومتان منفردتين او مجتمعتين لتوسيع السياسات المشار اليها اعلاه .

قد اتفقتا على مايلي :

القسم الاول : احكام عامة : المادة ١

آ ـ تتعهد حكومة البلد المصدر بتمويل مبيع السلع الزراعية الى المشترين المفوضين من قبل البلد المستورد حسب الاحكام والشروط الموضوعة في هذه الاتفاقية .

ب ـ يخضع تمويل السلع الزراعية المدرجة في القسم الثاني من هذه الاتفاقية الى مايلي :

١ ـ اصدار من حكومة البلد المصدر لتراخيص الشراء وقبولها من قبل حكومة البلد المستورد .

٢ ـ توفر السلع المطلوبة في وقت التصدير .

ج ـ سيتم طلب تراخيص الشراء خلال ٩٠ يوما بعد تاريخ سريان هذه الاتفاقية ، وكذلك بالنسبة لاى سلع اضافية او كميات من السلع المبينة في اى اتفاق لاحق سيكون خلال ٩٠ يوما بعد تاريخ سريان مثل هذه الاتفاقية الملحقة وستتضمن تراخيص الشراء الشروط المتعلقة بالبيع والتسليم لهذه السلع وكذلك الامور الاخرى المتعلقة بها .

د ـ باستثناء ماقد ترخص به حكومة البلد المصدر فان جميع توريدات السلع المباعة في نطاق هذه الاتفاقية سيتم ضمن مدة التوريد المحددة في جدول السلع في القسم الثاني .

هـ ـ ان قيمة مجمل الكمية لكل سلعة في نطاق تراخيص الشراء لنوع محدد من التمويل مرخصة ضمن هذه الاتفاقية لن يتجاوز القيمة القصوى لسوق التصدير المحددة لتلك السلع ونوع التمويل في القسم الثاني . يمكن لحكومة البلد المصدر ان تحدد مجمل قيمة اى سلعة في نطاق تراخيص الشراء لاى نوع محدد من التمويل اذا انخفضت الاسعار او تطلبت ذلك عوامل تسويق اخرى بحيث ان الكميات لكل سلعة تحت نطاق معين من التمويل لا تجاوز بشكل اساسي الكميـــة القصوى التقريبية المطلوبة والمحددة بالقسم الثاني .

و ـ تتحمل حكومة البلد المصدر فرق اجور شحن السلع بالبواخر وذلك للسلع التي تطلب حكومـة البلد المصدر نقلها في بواخر تحمل العلم الاميركي (حوالي ٥٠ ٪ بالوزن للسلع المباعـة في نطاق هذه الاتفاقية) ان فرق اجور الشحن هو المبلغ الذى تقرره حكومة البلد المصـدر والذى تكون به كلفة النقل البحرى اعلى (عما قد تكون عليه الحالة) نتيجة لتطلب نقل هذه السلع في بواخر تحمل العلم الاميركي . لا تلتزم حكومة البلد المستورد باعادة اى مبلغ لحكومة البلد المصدر بسبب فرق اجور الشحن التي تتحملها حكومة البلد المصدر .

ز ـ على حكومة البلد المستورد او المفوض بالشراء من قبلها فور التعاقد على بواخر شحن تحمـل العلم الاميركي لاستعمالها لنقل السلع التي يتطلب نقلها بواخر تحمل العلم الامريكي وفـي جميع الاحوال ليس بعد استعداد الباخرة للتحميل ان تفتح كتاب اعتماد بالدولار الامريكي بالقيمة المقدرة لنقل هذه السلع بحرا .

ح ـ يمكن ايقاف تمويل وبيع وتوريد السلع في نطاق هذه الاتفاقية من قبل اى من الحكومتين اذا وجدت هذه الحكومة انه بسبب تغيير الظروف اصبح من غير الضرورى او المرغوب استمرار مثل هـــذا التمويل او البيع او التوريد .

المـادة ٢

آ ـ المدفوعات الاولية :

تدفع حكومة البلد المستورد او تعمل على دفع المدفوعات الاولية كما هو محدد بالقسم الثاني من هذه الاتفاقية وسيكون حجم هذه المدفوعات هو ذلك الجزء من سعر الشراء (ويخلو من كلف النقل البحرى التي يمكن ان تتضمن هنا) المساوى للنسبة المئوية المحددة للمدفوعات الاولية في القسم الثاني ويكون الدفع بالدولار الاميركي وفقا لطلب ترخيص الشراء .

ب ـ المدفوعات لقاء استعمال الاموال :

تدفع حكومة البلد المستورد او تعمل على دفع عند طلب حكومة البلد المصدر بحجوم كمـــا قد يتقرر وفي جميع الاحوال ليس اكثر من سنة واحدة بعد الدفع النهائي من قبل (كومودتي كريدت كوربوريشن) في نطاق هذه الاتفاقية او عند نهاية فترة التوريد ايهما ابعد لهذه المدفوعات وكما قد يحدد بالقسم الثاني من هذه الاتفاقية ملحقا للبند (١٠٣ ب) مـــن القانون المشار اليه هنا بالمدفوعات لقاء استعمال الاموال . ان المدفوعات لقاء استعمـــال

الاموال . ان المدفوعات لقاء استعمال الاموال ستكون ذلك القسم من المبلغ الممول من قبل البلد المصدر المساوي للنسبة المئوية المحددة للمدفوعات لقاء استعمال الاموال في القسم الثاني وسيكون الدفع متطابقا مع الفقرة (ح) لاجل الغايات المحددة في البند ١٠٤ آ ، ب ، هـ ، و ح من القانون كما هو مبين بالقسم الثاني من هذه الاتفاقية وستسجل مثل هذه المدفوعات رصيد لقاء :

آ ـ حجم فائدة المدفوعات كل عام المستحق اثناء الفترة التي تسبق تاريخ استحقاق دفع القسط الاول مبتدئا بالسنة الاولى مضافا اليه ،

ب ـ المدفوعات المشتركة للمبلغ الاساسي مع الفائدة بدأ من مدفوعات القسط الاول حتى تتوازن قيمة المدفوعات لقاء استعمال الاموال ، اما اذا لم يحدد في القسم الثاني شيء آخر او غير ذلك فلن يكون هناك اية طلبات من حكومة البلد المصدر تسبق الاتفاق الاول الجاري من قبل (كومودتي كريديت كوربوريشن) في البلد المصدر في نطاق هذه الاتفاقية .

ج ـ نوع التمويل :

سيجرى تمويل مبيعات السلع المبينة في القسم الثاني وفقا لنوع التمويل المبين هنا كذلك فان القسم الثاني يبين الاشتراطات الخاصة المتعلقة بالبيع .

د ـ اشتراطات الدين :

١ ـ بالنسبة للسلع التي تورد في كل عام ميلادي في نطاق هذه الاتفاقية فان الدين الاساسي (المشار اليه هنا بالاساس) سوف يشمل حجم الدولار المدفوع من قبل حكومة البلد المصدر من أجل السلع (ولا تشمل اجور النقل البحري) ناقصا اي جزء من المدفوعات الاولية مدفوعة الى حكومة البلد المصدر .

يجرى دفع الاساسي وفقا لجدول المدفوعات في القسم الثاني من هذه الاتفاقية ويستحق دفع القسط الاول في التاريخ المحدد في القسم الثاني من هذه الاتفاقية وتستحق مدفوعات الاقساط اللاحقة على فواصل قدرها عام واحد بعد كل منها وكل دفعة من الاساسي يمكن ان تجرى مسبقا لتاريخ استحقاقها .

٢ ـ الفائدة على الميزان غير المدفوع من الاساسي والعائد لحكومة البلد المصدر لقاء السلع الموردة في كل عام ميلادي فستدفع كما يلي :

آ ـ بالنسبة للدين بالدولار فان الفائدة تبدأ بتاريخ آخر توريد لهذه السلع في كل عام ميلادي وسيتم دفع الفائدة ليس بعد التاريخ المستحق لكل قسط من الاساسي الا اذا كان تاريخ القسط الاول اكثر من سنة بعد مثل هذا التاريخ من التوريد الاخير فان الدفعة الاولى من الفائدة ستتم ليس بعد التاريخ السنوي لمثل هذا التاريخ من التوريد الاخير وبهذا سيجرى دفع الفائدة سنويا وليس بعد التاريخ المستحق لكل دفعة قسط من الاساسي .

ب ـ اما في حال الدين بالتحويل للعملة المحلية (كونفرتيبل لوكال كرنسي كريديت) فان الفائدة تبدأ بتاريخ انفاق الدولار من قبل حكومة البلد المصدر وتدفع مثل هذه الفائدة سنويا بدأ من سنة واحدة بعد تاريخ آخر توريد للسلع في كل سنة ميلادية الا اذا كانت مدفوعات الاقساط لمثل هذه السلع لا تستحق في بعض المرات بمثل هذا التاريخ من التوريد الاخير واى فائدة مثل هذه تستحق بالتاريخ المتحقق لدفع القسط الاول تكون مستحقة بذات التاريخ كالقسط الاول ولذلك فان مثل هذه الفائدة ستدفع بالتواريخ المستحقة لمدفوعات الاقساط اللاحقة .

٣ ـ اما بالنسبة للفترة الزمنية من تاريخ بدء الفائدة الى تاريخ استحقاق دفع القسط الاول فان الفائدة تحسب على معدل الفائدة الاولية المبين بالقسم الثاني من هذه الاتفاقية اما فيما بعد فان الفائدة ستحسب على معدل الفائدة المستمرة المبين بالقسم الثاني من هذه الاتفاقية .

هـ ـ توريد المدفوعات :

تقوم حكومة البلد المستورد بالدفع او تعمل على ذلك الى حكومة البلد المصدر بالعملات والمبالغ وعلى اساس معدلات التبديل المشترط في هذه الاتفاقية على الشكل التالي :

آ ـ مدفوعات الدولار وستحول الى امين خزينة مؤسسة السلع (كوموديتي كريديت كوربوريشن) بوزارة الزراعة الامريكية بواشنطن العاصمة رقم ٢٠٢٥٠ الا اذا تم الاتفاق على اسلوب آخر للدفع بين الحكومتين .

٢ ـ المدفوعات بالعملة المحلية للبلد المستورد (والمشار اليه هنا بالعملة المحلية) فانها سوف تورد الى حساب حكومة الولايات المتحدة الاميركية بحسابات تتحمل الفائدة في مصارف تختارها حكومة الولايات المتحدة الاميركية في البلد المستورد .

و ـ عائدات المبيعات :

ان الحجم الاجمالي للعائدات المتحققة للبلد المستورد من مبيعات السلع الممولة في نطاق هذه الاتفاقية يجب ان تستعمل لغايات التطوير الاقتصادى المبينة في القسم الثاني من هذه الاتفاقية ولن يكون اقل من المعادل بالعملة المحلية من النفقات بالدولار من قبل حكومة البلد المصدر بالنسبة لتمويل السلع (وليس فرق الشحن البحرى) شريطة ان مثل هذه العائدات للسلع ستخفض بالمدفوعات لقاء استعمال الاموال اذا وجد انها تمت من قبل حكومة البلد المستورد . ان معدل الاستبدال الواجب استعماله في حساب المعادل النقدى المحلي هو المعدل الذى تقوم السلطة النقدية المركزية للبلد المستورد او وكيله القانوني باستعماله لبيع القطع الاجنبي للعملة المحلية بالنسبة للاستيراد التجارى لذات السلع . ان اى عائد مثل هذا متحقق بقرض من قبل حكومة البلد المستورد الى المؤسسات الخاصة او غير الحكومية ستقرض بمعدل فائدة معادلة تقريبا الى تلك المطبقة للقروض المقارنة في البلد المستورد . تقوم حكومة البلد المستورد وطبقا لخطوات ميزانيتها المالية بتقديم تقرير في الاوقات التي قد تتطلبها حكومة البلد المصدر ولكن ليس اقل من سنويا من استلام وصرف العائدات مصدقا من الجهة المختصة في حكومة البلد المستورد واما بالنسبة للصرف فمن قطاع الميزانية الذى استعملت فيه .

ز- الحسابات :

ان حساب المدفوعات الاولية والمدفوعات لقاء استعمال الاموال وجميع مدفوعات الاساسي والفائدة في نطاق هذه الاتفاقية يجب ان يتم بدولار الولايات المتحدة الاميركية .

ح- المدفوعات :

ستتم جميع المدفوعات بالدولار الامريكي او اذا ارتأت حكومة البلد المصدر :

١- ستتم المدفوعات بعملات تبديلية جاهزة لبلدان ثالثة بمعدل استبدال يتفق عليه وتستعمله حكومة البلد المصدر لدفع التزاماتها او بالنسبة للمدفوعات لقاء استعمال الاموال يستعمل للغايات المبينة في القسم الثاني من هذه الاتفاقية او .

٢- ستتم المدفوعات بالعملة المحلية حسب معدل الاستبدال المستعمل المبين بالقسم الاول من المادة الثالثة (ز) من هذه الاتفاقية السارى بتاريخ الدفع والذى لدى طلب حكومة البلد المصدر سوف يحول الى دولارات امريكية بذات المعدل او يستعمل من قبل حكومة البلد المصدر لدفع التزاماتها او بالنسبة للمدفوعات لقاء استعمال الاموال يستعمل للغايات المبينة في القسم الثاني من هذه الاتفاقية في البلد المستورد .

المادة ٣

آ- التجارة الدولية :

يجب على الدولتين ان تتخذا اقصى الاحتياطات للتأكد من ان بيع المنتجات الزراعية الواردة في هذه الاتفاقية لن يؤثر على التسويق العادى لمثل هذه المنتجات للدولة المصدرة ، او يؤثر على الاسعار العالمية للمنتجات الزراعية او الاساليب العادية للتجارة مع دول تعتبرها الدولة المصدرة صديقة لها (والتي اشير اليها في هذه الاتفاقية بالدول الصديقة) وفي تنفيذ هذا البند ينبغي على حكومة الدولة المستوردة ان :

١- تتعهد بان كل الواردات من الدولة المصدرة والدول الصديقة الاخرى الى الدولة المستوردة والتي تسدد قيمتها من مصادر الدولة المستوردة ستعادل على الاقل كميات المنتجات الزراعية كما قد تحدد في لائحة التسويق العادية المبينة في القسم الثاني وذلك خلال كل فترة استيراد محددة في اللائحة وخلال كل فترة مقارنة لاحقة يتم خلالها تسليم المنتجات المولة بموجب هذه الاتفاقية . ان استيراد السلع لتغطية متطلبات التسويق الاعتيادى لكل فترة استيراد سيكون بالاضافة الى الشراء المول في نطاق هذه الاتفاقية .

٢- تتخذ الخطوات للتأكد من ان الدولة المصدرة ستحصل على حصة عادلة من اية زيادة في المشتريات التجارية من المنتجات الزراعية من قبل الدولة المستوردة .

٣- تتخذ جميع الاجراءات الممكنة لمنع اعادة بيع المنتجات الزراعية التي اشترتها بموجب هذه الاتفاقية او تحويلها عن طريق الترانزيت او اعادة شحنها الى دول اخرى او استخدامها لاغراض اخرى غير الاغراض المحلية (الا اذا تم اعادة البيع او التحويل او اعادة الشحن او الاستخدام بموافقة حكومة الولايات المتحدة الامريكية) .

٤ ـ تتخذ جميع الاجراءات الممكنة لمنع تصدير أي من المنتجات الوارد ذكرها في القسم الثاني من هذه الاتفاقية وسواء اكانت من مصدر محلي او اجنبي ، وذلك خلال فترة التصدير المحددة في لائحة تحديد التصدير في القسم الثاني (الا اذا حدد ذلك في القسم الثاني او حصل مثل هذا التصدير على موافقة حكومة الولايات المتحدة الاميركية) .

ب ـ التجارة الخاصة :

عند تنفيذ معطيات هذه الاتفاقية ، فعلى الحكومتين ان تحاولا توفير شروط تجارية تسمح للمتاجرين الخاصين بان يعملوا بشكل فعال .

ج ـ مساعدة النفس :

يصف القسم الثاني برنامج حكومة الدولة المستوردة الخاص بتعهدها بتحسين انتاجها ومخزونها وتوزيعها من المنتوجات الزراعية ، وعلى حكومة الدولة المستوردة ان تزود بالشكل وبالوقت الذى تطلبه حكومة الدولة المصدرة ببيان عن التقدم الذى تحققه حكومة الدولة المستوردة في تنفيذ اجراءات مساعدة النفس .

د ـ اعداد التقارير :

اضافة الى اى تقرير آخر تتفق عليه الحكومتان فان على حكومة الدولة المستوردة ان تعد كل ثلاثة اشهر على الاقل من فترة التسليم المحددة في القسم الثاني البند الاول من هذه الاتفاقية او اى فترة مقارنة اخرى يتم خلالها استيراد او الانتفاع بالمنتجات المشتراة بموجب هذه الاتفاقية :

١ ـ المعلومات التالية المتعلقة بكل شحنة من المنتجات بموجب هذه الاتفاقية : اسم كل سفينة ، تاريخ الوصول ، مرفأ الوصول ، نوع وكمية السلعة التي تم استلامها والحالة التي تم بها استلامها .

٢ ـ بيانا من قبلها يظهر التقدم الذى حققته من حيث تغطية متطلبات التسويق العادية .

٣ ـ بيانا بالاجراءات التي اتخذتها لتنفيذ القسمين ١ ٢ و ٣ من هذه المادة .

٤ ـ معلومات احصائية عن واردات بلد المنشأ وصادرات الدولة التي تصل الشحنات اليها ، عن المنتجات المماثلة او التي تشبه المنتجات المستوردة بموجب هذه الاتفاقية .

هـ ـ اساليب توفيق او تعديل الحسابات :

على كل حكومة من الحكومتين ان تضع الاساليب المناسبة لتسهيل التوفيق بين سجلاتها الخاصة عن الكميات المولة فيما يتعلق بالمنتجات المسلمة خلال كل سنة ميلادية ويمكن لكل من شركة اعتماد السلع (كوموديتي كريديت كوربوريشن) التابعة للدولة المصدرة وحكومة الدولة المستوردة ان تجرى مثل هذه التعديلات في حسابات الاعتماد وفق القرار المشترك الذى يراه الجانبان مناسبا .

و – التعاريف :

من اجل هذه الاتفاقية :

١ – التسليم يجب ان يعتبر قد تم فعلا عند تاريخ التحميل على السفن الوارد ذكره في فاتورة الشحن البحري والذي تم توقيعه رسميا او بالاحرف الاولى نيابة عن الناقل .

٢ – الاستيراد يجب ان يعتبر قد وقع فعلا عندما تكون السلعة قد دخلت البلد ومرت من المراكز الجمركية ، اذا وجدت ، للدولة المستوردة .

٣ – الانتفاع يجب ان يعتبر قد تم عندما تباع السلعة تجاريا داخل الدولة المستوردة بدون قيود على استخدامها داخل البلاد او وزعت خلال ذلك على المستهلك في الدولة المستوردة .

ز – سعر الاستبدال المستعمل :

من اجل هذه الاتفاقية ، فان سعر الاستبدال المستعمل لتحديد كمية اية عملة محلية تدفع لحكومة الدولة المصدرة ، يجب ان يكون السعر الواقعي عند تاريخ الدفع من قبل الدولة المستوردة ، والذي لا يكون اقل ملاءمة لحكومة الدولة المصدرة من اعلى سعر للصرف يمكن الحصول عليه في الدولة المستوردة وكذلك الذي لا يكون اقل ملاءمة لحكومة الدولة المصدرة من اعلى سعر للصرف يمكن ان تحصل عليه اية دولة اخرى ، وفيما يتعلق بالعملة المحلية .

١ – طالما ان هناك نظاما موحدا لسعر الاستبدال تتبعه حكومة الدولة المستوردة ، فان سعر الاستبدال المستعمل سيكون السعر الذي تبدل به سلطة النقد المركزية في الدولة المستوردة ، او وكيلها المخول ، العملة الاجنبية بالعملة المحلية .

٢ – اذا لم يكن هناك نظام موحد للاسعار ، فان السعر المستعمل سيكون السعر ، كما تتفق عليه الحكومتان بالتفاهم بينهما) الذي يحقق متطلبات الفقرة الاولى من هذا القسم (ز) .

ح – التشاور :

ان الحكومتين ، بناء على طلب اي منهما ، ستتشاوران فيما يتعلق بأي موضوع ينشأ عن هذه الاتفاقية ، بما في ذلك سير الترتيبات التي تتخذ وفقا لهذه الاتفاقية .

ط – التعريف والاعلان :

يجب ان تتخذ حكومة الدولة المستوردة الاجراءات التي قد يتفق عليها بالتبادل قبل التسليم ، من اجل تعريف السلع الغذائية في نقاط التوزيع بالدولة المستوردة ، ومن اجل الاعلان بنفس الاسلوب الوارد في القسم ١٠٣ (١) من القانون .

القسم الثاني – شروط خاصة :

البند ١ : لائحة السلع

السلعة	فترة التسليم	الكمية القصوى التقريبية	القيمة القصوى لسوق التصدير
	السنة المالية الاميركية	طن متري	مليون دولار
قمح / طحين القمح	١٩٧٥	٧٥٫٠٠٠	١٣٫٥
ارز	١٩٧٥	٢٥٫٠٠٠	٩٫٠
المجموع			٢٣٫٥

البند ٢ : شروط الدفع : رصيد الدولار

١ـ الدفعة الاولى — خمسة ٠٫٠٥ بالمائة

٢ـ المدفوعات من اجل استعمال المال على ان تستعمل لاغراض البند ١٠٤ (آ) — اثنان ٠٫٠٢ بالمائة

٣ـ عدد الدفعات التقسيطية — ١٩

٤ـ ميزان الدفع ـ اقساط سنوية متساوية تقريبا

٥ـ تاريخ دفع القسط الاول ـ بعد مرور سنتين على تاريخ تسليم آخر شحنة من السلع في كل سنة ميلادية .

٦ـ نسبة الفائدة الاولية — اثنان بالمائة ٠٫٠٢

٧ـ نسبة الفائدة المستمرة — ثلاثة بالمائة ٠٫٠٣

البند ٣ : لائحة التسويق العادية :

السلعة	فترة الاستيراد	حاجة التسويق العادية
	السنة المالية الاميركية	
القمح / طحين القمح (اساس الحبوب المعادل)	١٩٧٥	٢٠٤٫٤٠٠ طن متري
الارز	١٩٧٥	٣٠٫٠٠٠ طن متري

البند ٤ : تحديدات التصدير :

آـ ان فترة تحديد التصدير ستبدأ بتاريخ توقيع الاتفاقية وتمتد الى آخر السنة المالية ١٩٧٥ الاميركية او اية سنة مالية لاحقة ، يتم خلالها استيراد او الانتفاع بالسلع الممولة بموجب هذه الاتفاقية .

ب ـ من اجل القسم الاول ، المادة الثالثة (آ ـ ٤) من الاتفاقية ، فان السلع التي لا يجوز تصديرها هي : بالنسبة للقمح / طحين القمح ـ القمح / طحين القمح / القمح المفتول / سيمولينا / فارينا / بولغور (او ذات السلعة تحت اسم مختلف) . بالنسبة للارز ـ الارز الخشن (غير المقشور) بني او مطحون .

البند ٥ : اجراءات مساعدة النفس :

ان حكومة الجمهورية العربية السورية توافق على :

١ـ اعطاء افضلية قصوى لجزء التنمية الزراعية من الموازنة السنوية ، مع التأكيد على زيادة الانتاج من الحبوب الغذائية والثروة الحيوانية للاستهلاك المحلي .

٢ـ الاهتمام بتنظيم التسويق الزراعي الداخلي والتوزيع لضمان وصول مواد تموينية كافية لجميع انحاء البلاد .

٣ـ تحديد الحاجة لتسهيلات التخزين المتزايدة ، وتطوير الخطط اللازمة لمواجهة مثل هذه الحاجات .

٤ـ تنشيط الابحاث التطبيقية على المحاصيل الغذائية والثروة الحيوانية ونشر المعلومات حول تحسين المحاصيل والثروة الحيوانية وعمليات ادارة التربة .

٥ـ تعزيز نظم جمع وحساب وتحليل الاحصائيات الزراعية بما في ذلك بيانات الاستيراد والتصدير والمعلومات التجارية الاخرى المتصلة بها والتي يمكن استخدامها في تحديد سياسات الانتاج والتسويق .

البند ٦ : اهداف التنمية الاقتصادية التي من اجلها تستخدم الدولة المستوردة العائدات المتراكمة :

ان العائدات المتراكمة للدولة المستوردة التي تنشأ عن بيع السلع الممولة بموجب هذه الاتفاقية سوف تستعمل في تمويل اجراءات مساعدة النفس المنصوص عنها في الاتفاقية ، ومن اجل قطاع التنمية الاقتصادية التالي : التنمية الزراعية .

القسم الثالث : شروط نهائية :

آـ ان هذه الاتفاقية يمكن الغاؤها من قبل اى من الحكومتين باخطار الغاء موجه الى الحكومة الاخرى لاى سبب ومن قبل حكومة الدولة المصدرة اذا ما قررت ان برنامج مساعدة النفس الموصوف في الاتفاقية لم يجر تطويره بشكل مناسب ، وان مثل هذا الالغاء لن يخفض اية التزامات مالية قد تحملتها حكومة الدولة المستوردة اعتبارا من تاريخ الالغاء .

وستوضع هذه الاتفاقية موضع التنفيذ فور توقيعها .

ب ـ واقرارا بما تقدم ، تم توقيع الاتفاقية الحالية من قبل ممثلي الجانبين المخولين رسميا بذلك .

وقعت في دمشق على نسختين باللغتين العربية والانكليزية المعتبرتين اصليتين على حد سوى ، في اليوم العشرين من تشرين الثاني ١٩٧٤ .

عن حكومة الولايات المتحدة الامريكية
التوقيع
السفير ريتشارد و . مورفي

عن حكومة الجمهورية العربية السورية
التوقيع
الدكتور محمد العمادي

MULTILATERAL

South Pacific Commission

Agreement modifying the agreement of February 6, 1947, as amended.
Signed at Rarotonga October 2, 1974;
Entered into force October 2, 1974.

MEMORANDUM OF UNDERSTANDING

The Governments of Australia, Fiji, Republic of France, Republic of Nauru, New Zealand, United Kingdom of Great Britain and Northern Ireland, United States of America and Western Samoa HEREBY record their understanding regarding the modified procedure to be adopted pending revision of the Agreement establishing the South Pacific Commission signed at Canberra on 6 February 1947, as amended [1] (hereinafter referred to as the "Canberra Agreement").

1. Subject to any provision herein to the contrary, this Memorandum will be construed as one with the Canberra Agreement.

2. Subject to the provisions of paragraphs 5 and 16 of this Memorandum, the South Pacific Commission and the South Pacific Conference will meet once a year in a joint session to be known as the South Pacific Conference (hereinafter referred to as "the Conference").

3. Each Government and each Territorial Administration will have the right to send to the Conference a Representative and alternates, each of whom will have the right to speak.

4. Each Representative, or in his absence an alternate, will have the right to cast one vote on behalf of the Government or Territorial Administration which he represents.

5. The Conference may discuss any matter within the competence of the South Pacific Commission.

6. The Conference will meet for not more than two weeks.

7. The official languages of the Conference, and its Committees and sub-committees, will include English and French.

8. Rules of procedure consistent with the provisions of this Memorandum will be adopted by the Conference.

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[1] TIAS 2317, 2458, 2952, 5845; 2 UST 1787; 3 UST 2851; 5 UST 639; 16 UST 1055.

9.
(1) Procedural matters will be decided by a simple majority of votes cast. An abstention will not count as a vote.
(2) Substantive matters and the classification of matters as procedural or substantive will be decided by a simple majority of votes cast, provided that the number of affirmative votes equals at least half the total number of Governments and Territorial Administrations represented at the Conference. An abstention will not count as a vote.

10.
(1) The Conference will elect the Government or Territorial Administration which will provide the Chairman for the succeeding Conference when that Conference is to be held at the Headquarters of the South Pacific Commission.
(2) Such a Government or Territorial Administration will normally be one which will not in the foreseeable future be in a position to act as host to the Conference.
(3) When the Conference is held elsewhere than at Headquarters, the Chairman will be nominated by the host country.
(4) The Vice-Chairman of the Conference will be elected at each Conference.

11. The Secretary-General will be responsible for administrative arrangements for the Conference.

12. To assist the Conference in its work the following Committees will be set up:
(a) a Planning and Evaluation Committee with the functions specified in paragraph 13;
(b) a Committee of Representatives of Participating Governments with the functions specified in paragraph 14(2);
(c) such other committees as the Conference may determine.

13.
(1) The Planning and Evaluation Committee will normally meet each year at Headquarters, preferably in April or May, in order to:
(a) evaluate the effectiveness of the preceding year's Work Programme;
(b) examine the draft Work Programme and Budget presented by the Secretary-General;
(c) agree on two themes, one economic and the other social, to be discussed by the Conference; and
(d) to make a report to the Conference
(2) In order to assist the Secretary-General in preparing the draft Work Programme and Budget, each participating Government will endeavour to indicate, if possible in January of each year, the level of its assessed financial contribution. Similarly, each Government and each Territorial Administration will endeavour to indicate the level of any voluntary contribution and any

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other assistance which it is willing to make available in the following year.

(3) Each Government and Territorial Administration may participate in the work of the Planning and Evaluation Committee and cast one vote.

(4) The Secretary-General and the Programme Directors may participate but without a vote.

14.

(1) The Conference will, before considering other matters on the agenda for each meeting:

(a) examine in detail the draft Work Programme as revised by the Secretary-General in the light of comments made by the Planning and Evaluation Committee and in the light of the confirmation by Governments and Territorial Administrations of the level of their financial contributions;

(b) consider, as appropriate, any aspect of the administration of the South Pacific Commission; and

(c) adopt the Work Programme and Budget, taking into account the Administrative Budget as approved in accordance with the provision of sub-paragraph (2) below and confirm the nomination of principal officers.

(2) The Committee of Representatives of Participating Governments will, in accordance with Article V of the Canberra Agreement, consider and approve the Administrative Budget and, in the light of the views of the Conference on the matter, nominate the principal officers of the Commission, and report thereon to the Conference.

15.

(1) The Conference will each year direct the Secretary-General as to the policy to be followed in the preparation of the Work Programme and Budget.

(2) Such policy directive will contain instructions on the preparation and the control of long-term projects.

16. Each participating Government has the right to invoke at any time the present provisions of Article XVII of the Canberra Agreement.

17. The new procedure established by this Memorandum of Understanding will be effective as from the date on which it has been signed by all participating Governments and will remain in effect either:

(a) until there is a comprehensive revision of the Canberra Agreement; or

(b) until the Memorandum is amended or replaced by another Memorandum signed by all participating Governments.

DONE at WELLINGTON and SIGNED at RAROTONGA this 2nd day of October 1974 in the English and French languages, each being equally authentic.

For the Government of Australia:

K. K. T. Mara

For the Government of Fiji:

H. Nettre

For the Government of the Republic of France:

For the Government of the Republic of Nauru:

For the Government of New Zealand:

For the Government of the United Kingdom of Great Britain and Northern Ireland:

For the Government of the United States of America:

For the Government of Western Samoa:

MEMORANDUM D'ENTENTE

Les gouvernements de l'Australie, de Fidji, de la République Française, de la République de Nauru, de la Nouvelle-Zélande, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, des Etats-Unis d'Amérique et des Samoas Occidentales consignent par le présent mémorandum leur accord sur les modifications à apporter à la pratique en vigueur en attendant la révision de la Convention établissant la Commission du Pacifique Sud signée à Canberra le 6 février 1947, modifiée (ci-après désignée par le terme "Convention de Canberra").

1. Sous réserve de toute disposition contraire ci-incluse ce mémorandum doit être considéré comme faisant partie intégrante de la Convention de Canberra.

2. Sous réserve des dispositions des paragraphes 5 et 16 du présent mémorandum, la Commission du Pacifique Sud et la Conférence du Pacifique Sud se réunnissent une fois par an en une session commune qui prend le nom de "Conférence du Pacifique Sud" (ci-après désignée par le terme "la Conférence").

3. Chaque Gouvernement et Administration territoriale a le droit d'envoyer à la Conférence un Représentant et des suppléants dont chacun a droit à la parole.

4. Chaque Représentant, ou en son absence un suppléant, a droit à une voix au nom du Gouvernement ou de l'Administration territoriale qu'il représente.

5. La Conférence peut discuter toute matière tombant dans la compétence de la Commission du Pacifique Sud.

6. La durée de la Conférence n'excèdera pas deux semaines.

7. Les langues officielles de la Conférence, et de ses Comités et sous-comités, comprennent le français et l'anglais.

8. Un Réglement intérieur en accord avec les modalités de ce mémorandum sera adopté par la Conférence.

9.

(1) Les questions de procédure sont réglées à la majorité simple des votes exprimés. Une abstention n'est pas considérée comme un vote.

(2) Les décisions sur les questions importantes, de même que la qualification d'une question comme étant importante ou de procédure, sont acquises à la majorité simple des votes exprimés à condition que le nombre total des votes affirmatifs représente au moins la moitié du nombre total des Gouvernements et des Administrations territoriales représentés à la Conférence. Une abstention n'est pas considérée comme un vote.

10.

(1) La Conférence désigne le Gouvernement ou l'Administration territoriale qui fournira le Président de la Conférence suivante

si cette Conférence doit se tenir au Siège de la Commission du Pacifique Sud.

(2) Il s'agira normalement d'un Gouvernement ou d'une Administration territoriale qui ne sera pas en mesure d'accueillir la Conférence dans un proche avenir.

(3) Si cette Conférence doit se tenir ailleurs qu'au Siège, le Président est nommé par le pays hôte.

(4) Le Vice-Président est élu lors de la Conférence.

11. Le Secrétaire-Général est responsable de la partie administrative de l'organisation de la Conférence.

12. Afin d'aider la Conférence dans son travail, les Comités suivants sont établis:

(a) Un Comité de Planification et d'Examen dont les fonctions sont spécifiées au paragraphe 13;

(b) Un Comité des Délégués des Gouvernements Membres dont les fonctions sont spécifiées au paragraphe 14(2);

(c) Tout autre Comité que la Conférence désire établir.

13.

(1) Le Comité de Planification et d'Examen se réunit normalement chaque année au Siège, de préférence en avril ou mai, afin:

(a) d'apprécier les résultats du Programme de Travail de l'année précédente;

(b) d'examiner le projet de Programme de Travail et de Budget soumis par le Secrétaire-Général;

(c) de choisir deux thèmes, l'un économique et l'autre social, qui seront discutés à la Conférence; et

(d) d'adresser un rapport à la Conférence.

(2) Afin d'aider le Secrétaire-Général à préparer le projet de Programme de Travail et de Budget, chaque Gouvernement Membre s'efforce d'indiquer, si possible en janvier de chaque année, le niveau de ses contributions financières obligatoires. De même, chaque Gouvernement et chaque Administration territoriale s'efforce d'indiquer le montant de ses contributions volontaires, ainsi que toute autre assistance qu'il serait disposé à fournir pour l'année suivante.

(3) Chaque Gouvernement et Administration territoriale a le droit de participer aux travaux du Comité de Planification et d'Examen et dispose d'une voix.

(4) Le Secrétaire-Général et les Directeurs de Programmes peuvent également participer aux travaux du Comité mais n'ont pas le droit de vote.

14.

(1) Avant d'examiner les autres questions à l'ordre du jour de chaque réunion, la Conférence:

(a) examine en détail le projet de Programme de Travail après révision de celui-ci par le Secrétaire-Général à la lumière des commentaires du Comité de Planification et

d'Examen ainsi qu'à la lumière de la confirmation par les Gouvernements et Administrations territoriales du montant de leurs contributions financières;

(b) étudie, si nécessaire, tout aspect de l'administration de la Commission du Pacifique Sud; et

(c) adopte, compte tenu du budget administratif tel qu'il aura été approuvé conformément aux dispositions du sous-paragraphe (2) ci-dessous, le Programme de Travail et le Budget, et confirme la nomination des Fonctionnaires Principaux.

(2) Le Comité des Délégués des Gouvernements Membres examine et approuve le budget administratif conformément à l'article V de la Convention de Canberra, et, à la lumière des vues exprimées par la Conférence à ce sujet, nomme les Fonctionnaires Principaux de la Commission, et adresse à la Conférence un rapport sur ces questions.

15.

(1) La Conférence donne chaque année au Secrétaire-Général des directives sur la politique à suivre dans la préparation du Programme de Travail et du Budget.

(2) Ces directives sur la politique à suivre contiennent des instructions sur la préparation et la poursuite de l'exécution des projets à long terme.

16. Tout Gouvernement Membre a le droit d'invoquer à n'importe quel moment les dispositions actuelles de l'article XVII de la Convention de Canberra.

17. La nouvelle pratique fixée par ce Mémorandum d'Entente prendra effet dès que tous les Gouvernements Membres l'auront signé et restera en vigueur:

(a) soit jusqu'à ce qu'une révision complète de la Convention de Canberra soit intervenue;

(b) soit jusqu'à ce que ce Mémorandum ait été amendé ou remplacé par un autre Mémorandum signé par tous les Gouvernements Membres.

FAIT à WELLINGTON et SIGNE à RAROTONGA le deux octobre 1974 en langue française et anglaise, les deux textes faisant également foi.

Pour le Gouvernement de l'Australie:

Pour le Gouvernement de Fidji:

Pour le Gouvernement de la République Française:

Pour le Gouvernement de la République de Nauru.

Pour le Gouvernement de la Nouvelle-Zélande

E K Lanear

Pour le Gouvernement du Royaume-Uni de Grande-Bretagne
et d'Irlande du Nord

Pour le Gouvernement des Etats-Unis d'Amérique

Pour le Gouvernement des Samoas Occidentales

I, PETER ALEXANDER WALKER, Head of the Treaties Section of the Department of Foreign Affairs, Canberra, Australia, DO HEREBY CERTIFY that the documents annexed hereto are true copies in the English and French languages of a Memorandum of Understanding entered into between the Governments of Australia, Fiji, the Republic of France, the Republic of Nauru, New Zealand, the United Kingdom, the United States of America and Western Samoa regarding the modified procedure to be adopted pending revision of the Agreement establishing the South Pacific Commission signed at Canberra on 6 February 1947, as amended.

The Memorandum of Understanding was signed at Rarotonga on 2 October 1974 and came into effect on the same day.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of the Department of Foreign Affairs.

DATED this third day of July, one thousand nine hundred and seventy five.

[SEAL]

P.A. Walker

(P.A. WALKER)
Head, Treaties Section
Department of Foreign Affairs, Canberra

TIAS 8120

ETHIOPIA

Drought Recovery Program

Agreement signed at Addis Ababa February 20, 1975;
Entered into force February 20, 1975.
And amending agreement
Signed at Addis Ababa April 17, 1975;
Entered into force April 17, 1975.

ETHIOPIA DROUGHT RECOVERY PROGRAM

GRANT AGREEMENT

Between

GOVERNMENT OF ETHIOPIA

AND

THE UNITED STATES OF AMERICA

Agreement Number: 663-F-611 [1]

Amount: U.S. $4,000,000

Date: FEBRUARY 20, 1975

[1] Should read "663-F-601."

ETHIOPIA DROUGHT RECOVERY PROGRAM

GRANT AGREEMENT

AGREEMENT, dated February 20, 1975 between the Government of Ethiopia ("Government") and the United States of America acting through the Agency for International Development ("A.I.D.");

WHEREAS, Ethiopia has recently suffered and is continuing to suffer a disaster in the form of drought of major proportions which has caused and continues to cause widespread damage and human suffering; and

WHEREAS, the Government has undertaken a program of drought recovery and rehabilitation; and

WHEREAS, it is apparent that the magnitude of the Government's drought recovery and rehabilitation efforts are beyond the financial resources of the Government; and

WHEREAS, the United States of America in a spirit of friendship and cooperation with the people of Ethiopia desires to assist the Government's efforts in the arduous task of recovery and rehabilitation;

NOW THEREFORE, the parties hereto agrees as follows:

ARTICLE I

The Grant

SECTION 1.1 Purpose of the Grant. A.I.D. hereby agrees to grant to the Government, subject to the conditions hereinafter set forth, an amount not to exceed four million U.S. dollars (U.S. $4,000,000) ("Grant") to assist the Government in carrying out the Program referred to in Section 1.2 ("Program") for drought recovery and rehabilitation in Ethiopia.

SECTION 1.2. The Program. The Program shall consist of particular relief and rehabilitation activities ("Activities") undertaken or caused to be undertaken by the Government in the following areas:

(a) Livestock and water,
(b) Agriculture and settlement,
(c) Crop protection,
(d) Rural roads.

The Program is more fully described in Annex A, attached hereto, which Annex may be modified in writing by issuance of an Implementation Letter pursuant to Section 7.5.

SECTION 1.3. Eligible Activities. Goods and services required to carry out listed Activities in Annex A, attached hereto, may be financed under this Grant subject to the restrictions indicated elsewhere in this Agreement and in any Implementation Letter issued pursuant to Section 7.5.

ARTICLE II

Conditions Precedent to Disbursement

SECTION 2.1. Conditions Precedent to Disbursement. Prior to the first disbursement to the Relief and Rehabilitation Commission (Commission), the Government shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D. in form and substance satisfactory to A.I.D.:

(a) The name of the person or persons designated as the representative or representatives of the Government pursuant to Section 7.4. and a specimen signature of each such person;

(b) Such other documents as A.I.D. may reasonably request.

SECTION 2.2. Conditions Precedent to Disbursement for Activities. Prior to the first disbursement by the Commission for any specific Activity, the Government shall, except as A.I.D. may otherwise agree in writing, furnish to A.I.D., in form and substance satisfactory to A.I.D.:

(a) A description of the Activity, chosen from those Activities illustrated in Annex A, to be undertaken or caused to be undertaken by the Government and supported in whole or in part of this Grant;

(b) A budget and projected work plan for that Activity and an estimate of the time required to carry it out; and

(c) Identification of the proposed administrative and implementing agency for the Activity.

SECTION 2.3. Notification of Meeting of Conditions Precedent. A.I.D. shall notify the Government in writing when the Conditions Precedent to Disbursement specified in Sections 2.1 and 2.2 have been met.

SECTION 2.4. Signing of Activity Implementation Letter. Upon meeting Conditions Precedent to Disbursement specified in Sections 2.1 and 2.2, an Activity Implementation Letter shall be signed between the USAID/Ethiopia Mission and the designated Implementation Agency with concurrence by the Relief and Rehabilitation Commission. Such Letter will be in a format as shown in Annex B, attached hereto.

ARTICLE III

General Covenants and Warranties

SECTION 3.1. Covenants. The Government, in consideration of this Grant, hereby covenants and agrees that:

(a) The Government explicitly recognizes that A.I.D. is providing supplemental financing for the Programs for which the Government assumes responsibility for successful execution and completion.

(b) The Government shall use its best efforts to carry out or cause to be carried out the Activities financed hereunder with due diligence

and efficiency and in conformity with sound engineering, financial and administrative practices.

(c) The Government and A.I.D. shall cooperate fully to assure that the purpose of the Grant will be accomplished. To this end, the Government and A.I.D. shall from time to time, at the request of other party, exchange views through their representatives with regard to the progress of the Program and the implementation of Activities financed by this Grant.

(d) If A.I.D., or any public or private organization furnishing commodities through A.I.D. financing for operations hereunder in Ethiopia, is under the law, regulations or administrative procedures of Ethiopia, liable for customs duties and import taxes on commodities imported into Ethiopia for purposes of carrying out this Agreement, the Government will pay, with funds other than those provided under this Grant, such duties and taxes on those commodities unless exemption is otherwise provided.

(e) If any personnel (other than citizens and residents of Ethiopia), whether United States Government employees, or employees of public or private organizations under contract with A.I.D., the Government or any agency authorized by the Government, who are present in Ethiopia to provide services which A.I.D. has agreed to finance under this Agreement, are under the laws, regulations, or administrative procedures of Ethiopia, (i) liable for local income or social security taxes with respect to income upon which they are obligated to pay income or social security taxes to the Government of the United States, or (ii) liable for property taxes on personal property, or any tariff or duty upon personal or household goods brought into Ethiopia for their personal use, the Government shall pay, with funds other than those provided under this Grant, such taxes, tariffs, or duties unless exemption is otherwise provided.

(f) The Government shall make such arrangements as may be necessary so that funds introduced into Ethiopia by A.I.D. hereunder shall, be convertible into the currency of Ethiopia at the highest rate which, at the time conversion is made, is not unlawful in Ethiopia.

ARTICLE IV

Records, Reports and Inspection

SECTION 4.1. Maintenance and Audit of Records. The Government shall maintain, or cause to be maintained, in accordance with sound accounting principles and practices consistently applied, books and records relating to the Program and this Agreement. Such books and records shall be adequate to show:

(a) The receipt and disposition made of goods and services acquired with funds disbursed pursuant to this Agreement; and

(b) The current status and progress of the Program.

Such books and records shall be regularly audited, or caused to be audited by the Government in accordance with sound auditing stand-

ards and shall be maintained for three years after the date of the last disbursement by A.I.D.

SECTION 4.2. Reports. The Government shall furnish, or cause to be furnished, to A.I.D. such information and reports relating to the Grant as A.I.D. may request.

SECTION 4.3. Inspections. The authorized representatives of A.I.D. shall have the right at all reasonable times to inspect the Activities carried out under the Program, the utilization of all goods and services financed under the Grant, and such books, records and other documents relating to the Program and the Grant as may be maintained by the Government, the Government's designated disbursing agent and/or implementing agency. The Government shall cooperate with A.I.D. to facilitate such inspections and shall permit representatives of A.I.D. to visit any part of Ethiopia for any purpose relating to the Grant.

ARTICLE V

Procurement

SECTION 5.1. Source and Origin. Except as A.I.D. may otherwise agree in writing, disbursements made pursuant to Section 6.1 shall be used exclusively to finance the procurement for the Program of goods and services, ocean shipping and marine insurance, as follows:

(a) Except as may be authorized by the Mission Director, USAID/Ethiopia for reasons of program exigencies, and on a case-by-case basis for (i) procurement of shelf items in Ethiopia without restriction. and for (ii) off-shore United States procurement from countries included in code 941 of the A.I.D. geographic code book as in effect at the time of such procurement.

(b) For local costs (in addition to commodities) in support of the program, as follows:

(1) Operating expenses of host country institutions involved, including general administration, office rental, office supplies, salaries, POL, utilities and similar expenses;

(2) Budget support for program costs including construction contracts, labor, fuel, POL, supervision, engineering, repairs, maintenence, surveys, studies, transportation and similar expenses.

(c) Procurement of goods and services financed under this Grant Agreement shall be in accord with A.I.D. manual order No. 1454.3.1, AID commodity eligibility listing, and with the usual and customary legal and administrative practices of the Government. To assure timely implementation, the Mission Director, USAID/Ethiopia, may approve negotiated procurement, proprietary procurement and waiver of advertisement requirements. Individual activities to be financed by this Grant with a capital component in excess of the amount of Dollars 1,000,000 shall be subject to review by USAID/Ethiopia.

SECTION 5.2. Eligibility Date. Except as A.I.D. may otherwise agree in writing, no goods or services may be financed under the Grant which are procured pursuant to orders or contracts firmly placed or entered into prior to November 20, 1974.

SECTION 5.3. Reasonable Price. The Government shall exert its best efforts to assure that no more than reasonable prices shall be paid for any goods and services financed, in whole or in part, under this Grant.

SECTION 5.4. Information and Marketing. The Government will cooperate with A.I.D. in its efforts to disseminate appropriate information concerning the Program and shall comply with such reasonable instructions with respect to the marketing of goods financed under the Grant as A.I.D. may issue from time to time.

SECTION 5.5. Insurance. Except as A.I.D. may otherwise agree in writing, the Government shall insure, or cause to be insured, all goods financed under the Grant against risks incident to their transit to the point of their use in the Program. Such insurance shall be issued upon terms and conditions consistent with sound commercial practice, shall insure the full value of the goods, and shall be payable in the currency in which such goods were financed. Any indemnification received by the Government under such insurance shall be used to replace or repair any material damage or any loss of the goods insured or shall be used to reimburse the Government for the replacement or repair of such goods. Any such replacements shall be of local, United States or other Code 935 source and origin and otherwise subject to the provisions of this Agreement.

SECTION 5.6. Utilization of Goods and Services.

(a) Goods and services financed under the Grant shall be used for the Program, except as A.I.D. may otherwise agree in writing. The Government's accountability to A.I.D. for the use of such goods and services shall extend to the completion of the Activity or to such other time as A.I.D. may specify in Implementation Letters.

(b) Goods or services financed under the Grant may be used in concert with the drought related projects and activities of any other donor to assist in meeting the purposes of the Program.

ARTICLE VI

Disbursements

SECTION 6.1. Disbursements for the Program. Upon satisfaction of conditions precedent, the Commission may request disbursements by A.I.D. to finance costs of goods and services for the Program. The Commission will make expenditures authorized under this Grant and furnish A.I.D. with such information, reports and other disbursement documentation, relating to Activities financed under this Agreement, as A.I.D. may reasonably request for purposes of reimbursement. At the request of the Commission and upon the written agreement of A.I.D., the Commission may be issued a reasonable

advance to cover initial costs and the time element required to process reimbursement requests. Disbursement procedures shall be more fully prescribed in Implementation Letters.

SECTION 6.2. Other Forms of Disbursement. Disbursement of the Grant may also be made through such other means as the Government and A.I.D. may agree in writing.

SECTION 6.3. Terminal Date for Disbursement. Except as A.I.D. may otherwise agree in writing, no disbursement shall be made against documentation received by A.I.D. later than twenty-four (24) months after the date of execution of this Agreement.

SECTION 6.3. Refunds. If A.I.D. determines that any disbursement (a) is not supported by valid documentation in accordance with this Agreement and the Letters of Implementation, or (b) is inconsistent with the purposes of the Agreement, A.I.D. at its option may, notwithstanding the availability of any other remedy provided for under the Agreement, require the Government to refund such amount to A.I.D. within thirty (30) days after receipt of a request therefore, provided that such request by A.I.D. shall be made not later than three (3) years after the date of final disbursement hereunder. Any refunds paid by the Government to A.I.D. pursuant to this Section shall be considered as a reduction in the amount of A.I.D.'s obligation under this Agreement and shall not be available for reuse under the Agreement. Notwithstanding the fact that A.I.D. may have invoked its right to terminate the Agreement, the rights to A.I.D. set forth in this Section shall remain in force after such termination.

ARTICLE VII

Miscellaneous

SECTION 7.1. Waiver of Default. No delay in exercising, or omission to exercise, any right accruing to A.I.D. under this Agreement shall be construed as a waiver of any of its rights, powers or remedies hereunder.

SECTION 7.2. Communications. Any notice, request or communication given, made or sent by the Government or A.I.D. pursuant to the Agreement shall be in writing and shall be deemed to have been duly given, made or sent to the party to which it is addressed when it shall be delivered by hand or by mail, telegram, cable, or radiogram to such other party at the following address:

TO THE GOVERNMENT:

Mail Address: Provisional Military Government
of Ethiopia, Chief Commissioner
Relief and Rehabilitation
Commission
P.O. Box 5686
Addis Ababa

Cable Address: Rehab, Addis Ababa

TIAS 8121

68-569 O - 76 - 27

TO A.I.D.:

Mail Address: Director
USAID, Ethiopia
P.O. Box 1014
Addis Ababa
Cable Address: Am-Emb-AID
P.O. Box 1014
Addis Ababa

SECTION 7.3. Other addresses may be substituted for the above upon giving of notice as provided herein. All notices, requests, communications and documents submitted to A.I.D. hereunder shall be in English, except as A.I.D. may otherwise agree in writing.

SECTION 7.4. Representatives. For all purposes relative to this Agreement, the Government will be represented by the individual holding or acting in the office of Chief Commissioner, Relief and Rehabilitation Commission, and A.I.D. will be represented by the individual holding or acting in the office of the Director, USAID/Ethiopia. Such individuals shall have the authority to designate by written notice additional representatives. In the event of any replacement or other designation of a representative hereunder, the Government shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to A.I.D. Until receipt by A.I.D. of written notice of revocation of the authority of any of the duly authorized representatives of the Government designated pursuant to this Section, it may accept the signature of any such representative or representatives as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 7.5. Implementation Letters. A.I.D. may from time to time issue Implementation Letters that will prescribe the procedures applicable hereunder in connection with the implementation of this Agreement.

SECTION 7.6. Termination. The present Agreement shall enter into force when signed. Either party may terminate this Grant Agreement by giving the other party 30 days written notice of intention to terminate it. Termination of this Agreement shall terminate any obligation of A.I.D. to make disbursements pursuant to Section 6.1 or 6.2 except for disbursements which A.I.D. or the Government is committed to make pursuant to non-cancellable commitments entered into with third parties prior to the termination of the Grant Agreement. It is expressly understood that the obligations under Sections 5.6(a) and 6.4 shall remain in force after such termination.

IN WITNESS WHEREOF, the Government and A.I.D., each acting through its respective duly authorized representative, have caused this Agreement to be signed in their names and delivered as of the date and year first written above.

GOVERNMENT OF ETHIOPIA	UNITED STATES OF AMERICA
By: SHIMELIS ADUGNA	By: PARKER D. WYMAN
Name: Shimelis Adugna	Name: Parker D. Wyman
Title: *Chief Commissioner Relief & Rehabilitation Commission (RRC)*	Title: *Charge d' Affaires, a.i. Embassy of the United States of America*

ANNEX A

Authorized Sector Levels and Illustrative Activities to be carried out under the Grant

1. Authorized Sectors and Levels

Sector	Level (US$000)
A. Livestock and Water	$1.250
B. Agriculture and Settlement	.700
C. Crop Protection	1.25
D. Rural Roads	4.600
Total	$7.800

2. Illustrative Activities

A. Pastoralist Surface Water Development—Construction of water catchment points and access track to reduce livestock concentration and overburden in critical rangeland areas in Sidamo Province.

B. Small Farmer Crop Protection—Establishment of an early pest warning system country-wide through farmer training and information and formulation, delivery and application of pesticides in all drought affected areas.

C. Accelerated Food Production—Provides assistance in resettlement, agricultural training and equipment for 35,000 nomads in immediate non-livestock food production in Harrarghe/Bale Provinces.
D. Rural Access Roads—Construction of more than 800 kilometers of minimum standard critical access roads in isolated population concentration areas to permit delivery of relief and recovery assistance in Bale/Harrarghe, Sidamo and Gemu Gofa Provinces.
E. Voluntary Agency Well Construction in Sidamo/Bale Provinces—Drilling and equipping additional well sites for human survival support in critical, water short drought areas.

ANNEX B

Outline for Activity Implementation Letters

Activity Name: _____
Activity Number: _____
Country: Ethiopia
Original _____ or Revision No: _____
Date: _____

INTRODUCTION:

Pursuant to Section 2.4 of the Grant Agreement between the Government of Ethiopia and A.I.D., the purpose of this Letter is to set forth for activity number _____ such descriptive, budgetary and administrative information as is considered sufficient to satisfy the condition of Section 2.2.

1. Description of the Activity:

A brief description of the total activity, its cost, purpose and relation to drought recovery and rehabilitation, and identification of the specific portion of the activity to be financed under the Grant Agreement.

2. Implementing Agency:

Identification of the implementation agency and its representative(s); clear definition of responsibilities of all parties concerned with carrying out the activity; names of the person or persons whose signatures will be accepted for required certifications in connection with disbursement requests, procurement, reporting, etc. (Note: The

general thrust with respect to activities involving voluntary agencies should be to have as much implementing authority as possible delegated to the volags; e.g., to extent the Government, A.I.D. and the volag can agree, the Christian Relief Committee (CRC) should be designated as the agency to certify for disbursement, rather than having to secure such certification from a government representative each time disbursement is requested.)

3. Implementation Schedule:

General work plan for total activity and an implementation schedule for portion to be financed under Grant Agreement. To the extent possible and appropriate that schedule should project physical as well as financial progress of the activity.

4. Objectives/Targets:

Indications of the results expected to be achieved by completion of the activity (vix. 500 ton storage warehouses completed in _____ _____, _____, _____, and _____; or pasture land re-seeded in an area of 35 square miles around water holes A, B, C, and D.) The objectives and targets should be defined with sufficient specificity to permit evaluation of the effectiveness of the provision and utilization of the resources provided under the Grant Agreement as well as the achievement and relevance of the total activity.

5. Budget:

Line-item budget identifying each component or major item of equipment to be financed by the Grant, together with estimated costs (foreign exchange and local currency). Note: This budget is extremely important since it will provide the disbursement agent with an identification of the components and major items eligible for financing, the total amount authorized for disbursement for this activity and the amount authorized for disbursement for each item.

6. Non-A.I.D. Inputs:

General description of other non-A.I.D. inputs essential to the execution of the activity.

7. Reporting Requirements:

Specification of progress and completion reports to be submitted to A.I.D. by the Government and/or the implementing agent.

8. End-Use Accountability:

Establishment of a date beyond which the Government is no longer accountable to A.I.D. for the goods and services provided in connection with this activity. This may be the completion of the activity or such other time as may be considered appropriate (e.g., receipt and acceptance by A.I.D. of a final report, if one is required.)

9. Modification of the Activity

If necessary, to be accomplished by the issuance of additional implementation letters.

Signed on behalf of the Implementing Agency

By:
Signature:
Title:

Signed on behalf of A.I.D.

By:
Signature:
Title:

Countersigned on behalf of the Relief and Rehabilitation Commission (RRC)

By:
Signature:
Title:

[AMENDING AGREEMENT]

AMENDMENT TO GRANT AGREEMENT NO. 663-F-601

GRANT AGREEMENT

BETWEEN

THE GOVERNMENT OF ETHIOPIA

AND

THE UNITED STATES OF AMERICA

Total Amount of Grant: U.S.$7,800,000.00
Date: April 17, 1975

Amendment Number: 663-F-601
Amendment addition: U.S.$3,800,000
Appropriation: 72-11X1031
Allotment: 431-61-698-00-53-51
Authority: State 283668
State 052592

ETHIOPIA DROUGHT RECOVERY PROGRAM

Amendment A to Grant Agreement No. 663-F-601

THIS AMENDMENT is made and entered into this day of April 17, 1975, between the Government of Ethiopia ("Government") acting through the Relief and Rehabilitation Commission ("Commission") and the United States of America acting through the Agency for International Development ("A.I.D.").

WHEREAS the Government of Ethiopia has undertaken a program of drought recovery and rehabilitation by and through the establishment of an autonomous Relief and Rehabilitation Commission; and

WHEREAS, the magnitude of the Government's drought recovery and rehabilitation efforts is beyond the financial resources of the Government, including those funds initially provided under the grant agreement; and

WHEREAS, the Government of the United States of America, in a continued spirit of friendship and cooperation with the people of Ethiopia desires to further assist the Commission's effort in the arduous task of recovery and rehabilitation;

NOW, THEREFORE, the parties hereto agree to amend Grant Agreement Number 663-F-601, dated February 20, 1975, as follows:

1. Under Article I of said Grant Agreement, in lieu of the existing Section 1.1 substitute in its entirety a new section as follows:

   "Section 1.1 Purpose of the Grant

   AID hereby agrees to grant to the Government, subject to the conditions hereinafter set forth, an additional amount of U.S. $3,800,000.00, to a new total amount not to exceed seven million, eight hundred thousand U.S. dollars (U.S. $7,800,000) ("Grant") to assist the Government in carrying out the Program referred to in Section 1.2 ("Program") and, more specifically, in these authorized sectors and levels outlined in Annex A, paragraph 1".
2. All other provisions of the original Grant Agreement shall remain in effect and unchanged.

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

FOR THE GOVERNMENT OF ETHIOPIA:

By: SHIMELIS ADUGNA
Name: Shimelis Adugna
Title: *Chief Commissioner, Relief & Rehabilitation Commission (RRC)*

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

By: ARTHUR W. HUMMEL
Name: Arthur W. Hummel
Title: *Ambassador of the United States of America*

MULTILATERAL

Aviation: Joint Financing of Certain Air Navigation Services in Iceland and in Greenland and the Faroe Islands

Agreements amending the agreements done at Geneva September 25, 1956, as amended.
Adopted by the Council of the International Civil Aviation Organization, Montreal, March 13, 1975;
Entered into force March 13, 1975.
And adopted by the Council of the International Civil Aviation Organization, Montreal, March 27, 1975;
Entered into force March 27, 1975.

INTERNATIONAL CIVIL AVIATION ORGANIZATION

ORGANISATION DE L'AVIATION CIVILE INTERNATIONALE

ORGANIZACIÓN DE AVIACIÓN CIVIL INTERNACIONAL

МЕЖДУНАРОДНАЯ ОРГАНИЗАЦИЯ ГРАЖДАНСКОЙ АВИАЦИИ

ICAO·OACI·ИКАО

INTERNATIONAL AVIATION BUILDING
1080 UNIVERSITY STREET
MONTREAL 101, QUEBEC, CANADA

Ref.: EC 8/67.5—75/62

4 April 1975

Subject: Increase in the limit set forth in Article V of the 1956 Icelandic JF Agreement for the year 1973 and the utilization of accrued interest
Action required: None – for information

The Secretary General of the International Civil Aviation Organization presents his compliments and has the honour to state that, following the provisional approval given by Council during its 82nd Session (C-Min. 82/13), all the Contracting Governments have consented to an increase in the Article V cost limit for 1973 to US $2,140,490 of the Icelandic Agreement[1] and to the utilization of accrued

[1] TIAS 4048, 7851; 9 UST 713; 25 UST 1198.

interest in the Agreement's Reserve Fund for the purpose of reimbursing the Government of Iceland for 95% of Kr. 2,178,526, i.e. US $21,610. This new limit of US $2,140,490 corresponds with the total approved audited actual costs for 1973 in the amount of I.Kr. 204,996,-044 at the rate of exchange of US $1.00=I.Kr. 95.7706.

INTERNATIONAL CIVIL AVIATION ORGANIZATION

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ICAO·OACI·ИКАО

INTERNATIONAL AVIATION BUILDING
1080 UNIVERSITY STREET
MONTREAL 101, QUEBEC, CANADA

Ref.: EC 8/67.5—75/74

24 April 1975

Subject: Increase in the Article V ceiling of the 1956 Icelandic Joint Financing Agreement
Action required: None – for information

The Secretary General of the International Civil Aviation Organization presents his compliments and has the honour to state that, unanimous consent of the Contracting Governments having been obtained, the Council on 27 March 1975 increased the limit in Article V of the Agreement on the Joint Financing of Certain Air Navigation Services in Iceland (Doc 7727–JS/564) to US $3,092,442, the limit to apply to Iceland's actual costs under the Agreement for the year 1974 and subsequent years (cf. C–WP/6160).[1]

[1] Not printed.

INTERNATIONAL CIVIL AVIATION ORGANIZATION

ORGANISATION DE L'AVIATION CIVILE INTERNATIONALE

ORGANIZACIÓN DE AVIACIÓN CIVIL INTERNACIONAL

МЕЖДУНАРОДНАЯ ОРГАНИЗАЦИЯ ГРАЖДАНСКОЙ АВИАЦИИ

ICAO·OACI·ИКАО

INTERNATIONAL AVIATION BUILDING
1080 UNIVERSITY STREET
MONTREAL 101, QUEBEC, CANADA

Ref.: EC 8/66.5—75/75

24 April 1975

Subject: Increase in the Article V ceiling of the 1956 Danish Joint Financing Agreement
Action required: None – for information

The Secretary General of the International Civil Aviation Organization presents his compliments and has the honour to state that, unanimous consent of the Contracting Governments having been obtained, the Council on 27 March 1975 increased the limit in Article V of the Agreement on the Joint Financing of Certain Air Navigation Services in Greenland and the Faroe Islands[1] (Doc 7726–JS/563) to US $4,663,463, the limit to apply to Denmark's actual costs under the Agreement for the calendar year 1975 (cf. C–WP/6158).[2]

[1] TIAS 4049, 7851; 9 UST 798; 25 UST 1197.
[2] Not printed.

MEXICO

Narcotic Drugs: Equipment and Training to Curb Illegal Traffic

Agreement effected by exchange of letters
Signed at México May 29, 1975;
Entered into force May 29, 1975.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA

Mexico City, D. F.

May 29, 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 continuing cooperation between Mexico and the United States to curb the traffic of illegal narcotics, I am pleased to advise you that the Government of the United States is willing to enter into additional cooperative agreements with the Government of Mexico in order to support the efforts of our two Governments to reduce such traffic.

The United States Government will provide, in an amount not to exceed two million seven hundred thousand dollars, equipment and training as necessary or required in support of an effective campaign in the years 1975-1976 to eradicate illicit narcotics, such as the following: helicopters, telecommunications equipment, a multispectral aerial photographic poppy detection system and training in the operation of the multispectral aerial photographic detection system.

Specific items may be added, changed or deleted based on the recommendation of the representatives of both Governments provided that the total amount shall not exceed two million seven hundred thousand dollars as specified above.

The Government of Mexico will provide at its own expense adequate personnel, shelter, storage installations and other support necessary for the operation, maintenance, repair and servicing of such equipment as may be granted under the terms of this and prior agreements.

It is understood that the provisions of all previous agreements between the Governments of the United States and of Mexico in relation to the cooperative narcotics control effort of both countries, remain in full force and effect, and such provisions shall be applicable to the equipment and training provided under this agreement, except as they may be modified expressly by virtue of this agreement.

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 certifying 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 and prior agreements.

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 Ambassador

PODER EJECUTIVO FEDERAL
ESTADOS UNIDOS MEXICANOS
MEXICO D.F.

PROCURADURIA GENERAL
DE LA
REPUBLICA

2/83

México, D. F., 29 de mayo de 1975.

Excelentísimo Señor
Joseph John Jova,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América.
Paseo de la Reforma No. 305,
Ciudad.

Excelentísimo Señor Embajador:

Me permito dar contestación a su atenta nota de esta fecha, cuyo texto vertido al español es como sigue:

"""Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos relacionadas con la cooperación contínua entre México y los Estados Unidos para frenar el tráfico de estupefacientes ilícitos, me complace informar le que el Gobierno de los Estados Unidos está dispuesto a concertar acuerdos cooperativos adicionales con el Gobierno de México con el fin de apoyar los esfuerzos de nuestros dos Gobiernos para abatir dicho tráfico.

El Gobierno de los Estados Unidos proporcionará por un valor que no exceda de dos millones setecientos mil dólares los equipos y adiestramiento que sean necesarios o se requieran para apoyar una campaña eficaz en los años de 1975-1976, para erradicar los estupefacientes ilícitos, como son los siguientes: helicópteros, equipo de telecomunicaciones, un sistema de fotografía aérea multi-espectral capaz de detectar el cultivo de la adormidera y entrenamiento en la operación del sistema de fotografía aérea multi-espectral.

Rubros específicos pueden cambiarse o eliminarse en base a la recomendación de los representantes de ambos Gobiernos, siempre y cuando el monto total no exceda de dos millones setecientos mil dólares, según se especificó anteriormente.

El Gobierno de México proporcionará por su propia

cuenta el personal, alojamiento y las instalaciones de almacenamien to adecuado así como otro tipo de apoyo necesario para la operación, mantenimiento, reparación y servicio de los equipos que pueden ser concedidos conforme a lostérminos de este acuerdo y de otros anteriores.

Queda entendido que las disposiciones de todos los acuerdos anteriores entre los Gobiernos de México y de los Estados Unidos de América, relativos al esfuerzo cooperativo para el control de estupefacientes de ambos países, se mantendrán en pleno vigor y se aplicarán dichas disposiciones a los equipos y adiestramiento aportados conforme a este acuerdo, salvo si se modifican expresamente a virtud del mismo.

El Gobierno de México conviene en que, a solicitud de la Embajada de los Estados Unidos, la Procuraduría General dará 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, la Procuraduría General de la República y el personal designado por el Gobierno de los Estados Unidos intercambiarán semestralmente, y en cualquier otro momento que sea determinado de mutuo acuerdo, información por escrito sobre los esfuerzos específicos que se realicen con relación a los propósitos y objetivos de este acuerdo y de otros anteriores.

Si lo anterior 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 nota transcrita.

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

EL PROCURADOR GRAL. DE LA REPUBLICA.

Lic. Pedro Ojeda Paullada.

TRANSLATION

UNITED MEXICAN STATES
Office of the Attorney General
of the Republic

Communication No. 2/83 Mexico, D.F , May 29, 1975

Mr. Ambassador·

I am replying to your note of this date which, translated into Spanish, reads as follows:

[For the English language text, see p. 1633.]

I hereby inform you that the Government of Mexico concurs in the terms of the note transcribed above.

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

Attorney General of the Republic

PEDRO OJEDA PAULLADA

Pedro Ojeda Paullada

His Excellency
Joseph John Jova,
Ambassador Extraordinary
and Plenipotentiary
of the United States of America,
Paseo de la Reforma No. 305
Mexico, D.F., Mexico.

REPUBLIC OF KOREA

Trade in Cotton, Wool and Man-Made Fiber Textiles

Agreement effected by exchange of notes
Signed at Washington June 26, 1975;
Entered into force June 26, 1975;
Effective October 1, 1974.

68-569 O - 76 - 28

The Secretary of State to the Korean Ambassador

DEPARTMENT OF STATE
WASHINGTON
June 26, 1975

Excellency:

I have the honor to refer to the Arrangement Regarding International Trade in Textiles (hereinafter referred to as the Arrangement), done in Geneva on December 20, 1973,[1] and to recent discussions between representatives of our two Governments concerning exports of cotton, wool and man-made fiber textiles from the Republic of Korea to the United States.

I have further the honor, as a result of these discussions, to propose under Article 4 and in conformity with the Arrangement the following agreement relating to trade in cotton, wool and man-made fiber textiles between the Republic of Korea and the United States to replace and supersede, effective October 1, 1974, the existing Cotton Textile Agreement of December 30, 1971, as amended,[2] and Wool and Man-Made Fiber Textile Agreement of January 4, 1972, as amended.[3] relating to this trade:

1. The term of this agreement shall be from October 1, 1974 through September 30, 1977. During such term, the Government of the Republic of Korea shall limit annual exports of cotton, wool and man-made fiber textiles from the Republic of Korea to the United States to the aggregate, group and specific limits at the levels specified in this agreement.

His Excellency

Pyong-choon Hahm,

Ambassador of the Republic of Korea.

[1] TIAS 7840; 25 UST 1001.
[2] TIAS 7250, 7310, 7496; 22 UST 2090; 23 UST 297, 3190.
[3] TIAS 7499, 7632; 23 UST 3210; 24 UST 1102.

2. For the first agreement year, constituting the 12-month period beginning October 1, 1974, the aggregate limit shall be 504,718,159 square yards equivalent.

3. Within the aggregate limit the following group limits shall apply for the first agreement year:

	Square Yards Equivalent
Group I (Categories 1-38, part of 63-i.e., shoe uppers, 64, 200-213, and 241-243)	101,024,293
Group II (Categories 39-62, part of 63-i.e., except shoe uppers, and 214-240)	390,578,107
Group III (Categories 101-132)	13,115,759

4. Within the aggregate limit and applicable group limit, the following specific limits shall apply for the first agreement year:

Group and Category	Unit of Measure	Limit
Group I - Yarns, fabrics, made-up goods and miscellaneous textile products of cotton and man-made fibers:		
Sheeting (Cat. 9/10)	SYD	5,804,016
Print cloth (Cats. 18/19 and part of 26)	SYD	4,616,064
Twills and sateens (Cat. 22/23)	SYD	3,177,822
Duck (part of Category 26)	SYD	19,346,710
Group II - Apparel of cotton and man-made fiber:		
Woven shirts (Cats. 45/46/47)	SYE	2,989,350
Raincoats, 3/4 length or longer (Cat. 48)	Doz.	19,796
Other coats, woven (Cat. 49)	Doz.	45,000
Trousers, slacks and shorts (Cats. 50 and 51)	Doz.	170,000
Men's and boys' (sub-ceiling) (Cat. 50)	Doz.	(90,092)
Women's, girls' & infants' (sub-ceiling) (Cat. 51)	Doz.	(121,942)
Blouses, woven (Cat. 52)	Doz.	62,358
Knit shirts (except T-shirts) and blouses (Cat. 219)	Doz.	3,738,129
Sweaters and Cardigans (Cat. 221)	Doz.	2,565,103

Group and Category	Unit of Measure	Limit
Trousers, slacks and shorts, knit (Cat. 222)	Doz.	903,794
Suits, knit, men's and boys' (part of Cat. 224)	No.	496,000*
Blouses, woven (Cat. 228)	Doz.	777,202
Dress, shirts, woven (Cat. 234)	Doz.	3,521,435
Shirts, woven, other(Cat. 235)	Doz.	1,302,967
Suits, woven (Cat. 237)	No.	155,555
Trousers, slacks and shorts, woven (Cat. 238)	Doz.	192,215

*Exports from the Republic of Korea may exceed this level by an amount up to 191,000 numbers, including any adjustments under paragraphs 5 and 7. Such amounts, less any adjustments made under paragraphs 5 and 7 will be charged equally to the levels for Category 224 (suits) for the second and third agreement years.

Group III - Wool textiles and apparel:

Suits, men's and boys', woven (Cat. 120)	No.	320,448

5. (a) Within the aggregate limit the export limits in each group may be exceeded in any agreement year by 15 percent for Group I, 7 percent for Group II and 1 percent for Group III.

(b) Within the aggregate and applicable group limits as adjusted pursuant to this paragraph, exports in categories with specific limits may exceed such limits by 10 percent for categories in Group I, 7 percent for categories in Group II and 5 percent for categories in Group III.

(c) For purposes of calculating the aforementioned percentages, the limits referred to in this paragraph are without adjustments under this paragraph or under paragraph 7.

6. (a) For the second agreement year, the aggregate limit shall be increased by 6.25 percent over the aggregate limit for the first agreement year and, for the third agreement year, by 6.75 percent over the second agreement year. Within that limit, the limit for Group III shall be increased by 1 percent during each of the second and third agreement years.

(b) Within the aggregate and applicable group limits, all specific limits shall be increased by 6.25 percent in the second agreement year and by 6.75 percent in the third agreement year except those specific limits in Group III, which shall be increased by 1 percent in each year, and those limits for the following categories, which shall be as set forth herein for the second and third agreement years:

Category	Unit of Measure	Limit	
		Second Year	Third Year
45/46/47	SYE.	3,079,030	3,186,797
219	Doz.	3,887,654	4,082,036
221	Doz.	2,667,707	2,801,092
224 (suits)	No.	496,000	496,000
234	Doz.	3,662,292	3,845,407
235	Doz.	1,355,085	1,422,840
237	No.	155,555	155,555
120	No.	320,448	320,448

(c) The difference between amounts resulting from the application of 6.25 percent and 6.75 percent annual growth to the aggregate limit, during the second and third agreement years, respectively, and 1 percent annual growth to the limit for Group III shall be divided pro-rata between Groups I and II during the applicable agreement year.

(d) The limits referred to in this paragraph are without adjustments under any other provision of this agreement.

7. (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;

(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.

Notwithstanding the foregoing, carryover of shortfalls into the first agreement year shall not be more than 5 percent of the applicable limits for the year ending September 30, 1974, provided for in the Agreements between the Governments concerning trade in cotton textiles of December 30, 1971, as amended, and in wool and man-made fiber textiles of January 4, 1972, as amended.

(b) For the purposes of this agreement, a shortfall occurs when exports from the Republic of Korea to the United States during an agreement year are below the aggregate limits in this agreement or the limits in force for the year ending September 30, 1974, provided for in the agreements referred to in sub-paragraph (a) above. In the agreement year following the shortfall, exports from the Republic of Korea may be permitted to exceed the aggregate, group, and specific limits in accordance with the provisions of sub-paragraphs (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 limits; 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-paragraphs (a) and (b) of this paragraph are without any adjustments under this paragraph or paragraph 5 above.

(d) The total adjustment under this paragraph shall be in addition to the adjustments permitted by paragraph 5 to the limits for any year.

8. (a) Categories not given specific limits are subject to consultation levels and to the aggregate and applicable group limits. Except as indicated in Annex B for the first agreement year and in sub-paragraph (b) of this paragraph for the second and third agreement years, consultation levels for each agreement year for each category not given a specific ceiling shall be 1,000,000 square yards equivalent for categories in Group I, 700,000 square yards equivalent for categories in Group II, and 100,000 square yards equivalent for categories in Group III.

(b) Consultation levels higher than the foregoing amounts for the first agreement year are set forth in Annex B. For the second and third agreement years, the following procedures shall apply with respect to exports during each of those agreement years in each category not subject to a specific limit:

(i) By August 15 immediately preceding the applicable agreement year the Government of the Republic of Korea shall notify the Government of the United States of America of anticipated exports in each such category during that agreement year. Following receipt of such notice, the Government of the United States of America shall have 30 days in which to request consultations with respect to any category.

(ii) When the Government of the United States of America requests consultations, the Government of the Republic of Korea shall meet promptly with the Government of the United States of America to work out a mutually satisfactory solution to such problems as may exist with respect to the anticipated exports referred to under sub-paragraph (b)(i) of this paragraph. The consultations shall be concluded within 30 days, unless the two Governments agree otherwise. In the event that such consultations do not result in a mutually acceptable solution, the Government of the Republic of Korea shall limit its exports in any category in question during the agreement year in question to the level requested by the Government of the United States of America at the conclusion of such consultations.

(iii) If no consultations are requested by the Government of the United States of America, the Government of the Republic of Korea shall not permit exports to exceed the level stated by the Government of the Republic of Korea under sub-paragraph (b)(i) of this paragraph without the specific concurrence of the Government of the United States of America to such additional exports. The Government of the Republic of Korea may request such concurrence at any time it believes appropriate. The Government of the United States of America shall give due consideration to such request and shall respond within 21 days of receipt of such request.

9. The Government of the Republic of Korea shall use its best efforts to space exports to the United States within each category evenly throughout the agreement year, taking into consideration normal seasonal factors.

10. The Government of the United States of America shall promptly supply the Government of the Republic of Korea with data on monthly imports of cotton, man-made fiber and wool textiles from the Republic of Korea; and the Government of the Republic of Korea shall promptly supply the Government of the United States of America with data on monthly exports of cotton, man-made fiber and wool textiles from the Republic of Korea to the United States. Each Government agrees to supply promptly any other pertinent and readily available 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 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 or 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 sub-paragraph (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; and

(iii) Man-made fiber textiles if neither of the foregoing applies.

12. (a) Subject to agreed certification procedures, exports of Tackwondo and Judo suits from the Republic of Korea to the United States will not be subject to the provisions of this agreement. Exports of animal toys and similar "non-textile items" from the Republic of Korea to the United States also will not be subject to the provisions of this agreement. The precise items within the purview of this paragraph will be determined by consultations between the two Governments and will be subject to an agreed certification procedure.

(b) Exports of cotton, wool and man-made fiber textiles and apparel in shipments individually valued at less than $250.00 shall not be charged to the limits of this agreement.

(c) All items previously agreed upon as being exempt from the Cotton Textile Agreement of December 30, 1971, and the Wool and Man-Made Fiber Textile Agreement of January 4, 1972, shall be exempt from the provisions of this agreement, and the certification procedures provided therefor shall be continued for the duration of this agreement.

13. If, having regard to the provisions of the Arrangement, the Government of the Republic of Korea considers that it is being placed in an inequitable position vis-a-vis a third country, the Government of the Republic of Korea may request consultations with the Government of the United States of America with a view to taking appropriate remedial action. The Government of the United States of America will consult with the Government of the Republic of Korea in the event of such a request.

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. The Government of the Republic of Korea and the Government of the United States of America agree to consult on any questions arising in the implementation 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 cotton, wool and man-made fiber textiles from the Republic of Korea to the United States. Each Government reserves its rights under the Arrangement with respect to textiles and textile products not subject to this agreement.

17. The Government of the Republic of Korea shall administer its export control system under this agreement. The Government of the United States of America may assist the Government of the Republic of Korea in implementing the limitation provisions of this agreement by controlling imports of textile products covered by the agreement.

18. The Government of the Republic of Korea and the Government of the United States of America may at any time propose revisions in the terms of this agreement. Each Government agrees to consult promptly with the other Government about such proposal with a view to making such revisions to the present agreement, or taking such other appropriate action, as may be mutually agreed upon.

19. Either Government may terminate this agreement effective at the beginning of a new agreement year by written notice to the other Government to be given at least ninety days prior to the beginning of such new agreement year.

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.

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

For the Secretary of State:

[1]

Enclosures: Annex A
Annex B

[1] Julius L. Katz

ANNEX A

CATEGORIES OF COTTON TEXTILE PRODUCTS

Category Number	Description	Unit of Measure	Conversion Factor to Syds.
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
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	Breadspreads 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 and boys'	Doz.	7.234
42	T-shirts, other knit	Doz.	7.234
43	Shirts, knit, other than T-shirts and sweatshirts	Doz.	7.234
44	Sweaters and cardigans	Doz.	36.8
45	Shirts, dress, not knit, men's and boys'	Doz.	22.186
46	Shirts, sport, not knit, men's and boys'	Doz.	24.457
47	Shirts, work, not knit, men's and boys'	Doz.	22.186
48	Raincoats, 3/4 length or longer, not knit	Doz.	50.0
49	Coats, other, not knit	Doz.	32.5

ANNEX A - Continued

CATEGORIES OF COTTON TEXTILE PRODUCTS

Category Number	Description	Unit of Measure	Conversion Factor to Syds.
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, housecoats, and dusters, not knit	Doz.	51.0
56	Undershirts, knit, men's and boys'	Doz.	9.2
57	Briefs and Undershorts, men's and boys'	Doz.	11.25
58	Drawers, shorts and briefs, knit n.e.s.	Doz.	5.0
59	All other underwear, not knit	Doz.	16.0
60	Pajamas and other nightwear	Doz.	51.96
61	Brassieres and other body supporting garments	Doz.	4.75
62	Wearing apparel, knit, n.e.s.	Lb.	4.6
63	Wearing apparel, not knit, n.e.s.	Lb.	4.6
64	All other cotton textiles	Lb.	4.6

Annex A - Continued

CATEGORIES OF WOOL TEXTILE PRODUCTS

Category Number	Description	Unit of Measure	Conversion Factor to Syds.
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 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', 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

Annex A - Continued

CATEGORIES OF MAN-MADE FIBER TEXTILE PRODUCTS

Category Number	Description	Unit of Measure	Conversion Factor to Syds.
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
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'	No.	4.5
224-pt	Coats, knit, men's and boys'	Doz.	41.25
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 beach robes, not knit	Doz.	51.0

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Annex A - Continued

CATEGORIES OF MAN-MADE FIBER TEXTILE PRODUCTS

Category Number	Description	Unit of Measure	Conversion Factor to Syds.
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

ANNEX B

Agreed Consultation Levels above Minimums
for First Agreement Year

Category	Unit of Measure	Consultation Level
26/27	Syd.	4,637,838
31	No.	5,172,414
32	Doz.	767,655
34/35	No.	295,000
36	No.	246,377
39	Dpr.	265,555
43	Doz.	172,632
54	Doz.	71,952
55	Doz.	15,228
60	Doz.	41,575
63-pt (except shoe uppers)	Lb.	782,608
64	Lb.	1,246,200
104	Syd.	1,536,169
116/117	Lb.	466,153
121	No.	192,000
122	No.	42,526
124	No.	1,000,000
125	Lb.	5,850,000
125-pt (except 700.75) (sublimit)	Lb.	(3,000,000)
200	Lb.	7,122,507
202	Lb.	1,831,897
208	Syd.	13,000,000
208-pt (necktie fabrics) (sublimit)	Syd.	(8,000,000)
210	Syd.	1,170,000
211	Lb.	2,129,871
213	Lb.	134,616
214	Dpr.	396,600
215	Dpr.	173,233
216	Doz.	136,438
218	Doz.	828,736
223	Doz.	464,843
224-pt (men's and boys' coats)	Doz.	43,956
224-pt (other knit apparel)	Lb.	3,867,785
229	Doz.	704,875
240	Lb.	1,778,846
243	Lb.	1,025,640

The Korean Ambassador to the Secretary of State

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D. C.

June 26, 1975

KAM 75-135

Excellency:

I have the honor to acknowledge the receipt of Your Excellency's note of June 26, 1975, concerning the exports of cotton, wool and man-made fiber textiles from the Republic of Korea to the United States.

I have further the honor to inform Your Excellency that the proposals set forth in Your Excellency's note are acceptable to the Government of the Republic of Korea and to confirm on behalf of the Government of the Republic of Korea that Your Excellency's note and this note in reply thereto shall constitute an agreement between our two Governments which will replace and supersede, effective October 1, 1974, the existing Cotton Textile Agreement of December 30, 1971, as amended, and Wool and Man-made Fiber Textile Agreement of January 4, 1972, as amended.

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

Pyong Choon Hahm

Pyong-choon Hahm
Ambassador

His Excellency
Henry A. Kissinger
Secretary of State
The United States of America

TIAS 8124

MEXICO

Narcotic Drugs: Equipment and Training To Curb Illegal Traffic

Agreement effected by exchange of letters
Signed at México June 25, 1975;
Entered into force June 25, 1975.

The American Ambassador to the Mexican Attorney General

EMBASSY OF THE
UNITED STATES OF AMERICA

Mexico City, D.F

June 25, 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 continuing 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 agreements with the Government of Mexico in order to support the efforts of our two Governments to reduce such traffic.

The United States Government will provide in an amount not to exceed four million three hundred thousand dollars the following material and training support, as deemed useful and desirable by the Government of Mexico.

Subject to their availability on a timely basis, this support will consist of four (4) Bell 212 Helicopters with an appropriate spare parts package for each, telecommunications equipment, other equipment for narcotics eradication, and related training

It is understood that the provisions of all previous agreements between the Government of the United States and the Government of Mexico in relation to the cooperative narcotics control effort of both countries will remain in full force and effect and such provisions, unless expressly modified, will be applicable to the equipment and training provided under this agreement.

The Government of Mexico agrees that, at the request of the Embassy of the United States, the Office of the Attorney General of the Republic shall provide to the personnel of the Government of the United States access to the equipment for the purpose of certifying its usage and condition of service. It is also understood that through the Embassy of the United States in Mexico, personnel of the Government of the United States 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.

Joseph John Jova
Ambassador

The Mexican Attorney General to the American Ambassador

PROCURADURIA GENERAL
DE LA
REPUBLICA

Of. No. 2/93

México, D. F , 25 de junio de 1975.

Excelentísimo Señor
Joseph John Jova.
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de America.
Paseo de la Reforma No. 305.
Ciudad

Excelentísimo Señor Embajador:

Me permito dar contestación a su atenta nota de esta fecha, cuyo texto vertido al español es como sigue:

"" Confirmando recientes conversaciones entre funcionarios de nuestros dos Gobiernos relacionadas con la cooperación contínua entre México y los Estados Unidos para frenar el tráfico ilícito de estupefacientes, me complace informarle que el Gobierno de los Estados Unidos está dispuesto a concertar acuerdos cooperativos adicionales con el Gobierno de México con el fin de apoyar los esfuerzos de nuestros dos Gobiernos para abatir dicho tráfico.

El Gobierno de los Estados Unidos proprcionará, por un valor que no exceda de cuatro millones trescientos mil dólares, los siguientes tipos de equipos y adiestramiento, segun sean considerados útiles y deseables por el Gobierno de México.

Sujeto a su disponibilidad sobre una base oportuna, el apoyo material consistirá de cuatro (4) helicópteros Bell 212 con las piezas de repuesto apropiadas para cada uno; equipo de telecomunicaciones; otros equipos para la erradicación de estupefacientes, y adiestramiento relacionado.

Queda entendido que las disposiciones de todos los acuerdos anteriores entre los Gobiernos de México y de los Esta-

dos Unidos de America, relativos al esfuerzo cooperativo de ambos países para el control de estupefacientes, se mantendrán en pleno vigor y se aplicarán dichas disposiciones a los equipos y adiestramiento aportados conforme a este acuerdo, salvo que se modifiquen expresamente.

El Gobierno de México conviene en que, a solicitud de la Embajada de los Estados Unidos, la Procuraduría General de la República, dará 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 misma Embajada, personal del Gobierno de los Estados Unidos y la Procuraduría General de la República intercambiarán cada seis meses, y en cualquier otro momento que sea determinado de mutuo acuerdo, informacion por escrito sobre los esfuerzos específicos que se realicen con relacion a los propósitos y objetivos de este acuerdo.

Si lo anterior 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 nota transcrita.

Aprovecho la oportunidad para reiterarle a nuestra excelencia las seguridades de mi más alta consideracion y estima personal.

EL PROCURADOR GENERAL DE LA REPUBLICA.

Lic. Pedro Ojeda Paullada.

TRANSLATION

UNITED MEXICAN STATES
Office of the Attorney General
of the Republic

Communication No. 2/93 Mexico, D.F , June 25, 1975

Mr Ambassador·

I am replying to your note of this date which, translated into Spanish, reads as follows·

[For the English language text, see p. 1659.]

I hereby inform you that the Government of Mexico concurs in the terms of the note transcribed above.

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

Attorney General of the Republic

PEDRO OJEDA PAULLADA

Pedro Ojeda Paullada

His Excellency
Joseph John Jova,
Ambassador Extraordinary
and Plenipotentiary
of the United States of America,
Paseo de la Reforma No. 305
Mexico, D.F., Mexico.

AUSTRALIA

Certificates of Airworthiness for Imported Aeronautical Products and Components

Agreement effected by exchange of notes
Signed at Washington December 24, 1974 and June 11, 1975;
Entered into force June 11, 1975.

The Secretary of State to the Australian Charge d'Affaires ad interim

DECEMBER 24, 1974

SIR:

I refer to conversations which have taken place between representatives of the Government of the United States of America and the Government of Australia relating to the reciprocal acceptance of airworthiness certifications, in the course of which discussions were held regarding appropriate actions necessary to work towards common safety objectives and to establish standards which will be as similar as practicable. It is my understanding that the two Governments have reached an agreement as set out below. It is also my understanding that this agreement does not relate to noise abatement or anti-pollution requirements.

1. This Agreement applies to civil aeronautical products (hereinafter referred to as "products") and certain components referred to in paragraph 3 of this Agreement when such products or components are produced in one Contracting State (hereinafter referred to as the "exporting State") and exported to the other Contracting State (hereinafter referred to as the "importing State"), and to products produced in another State with which both Contracting States have agreements similar in scope for reciprocal acceptance of airworthiness certifications.

2. (a) If the competent authority of the exporting State certifies that a product produced in that State complies either with its applicable laws, regulations and requirements as well as any additional requirements which may have been prescribed by the importing State under paragraph 4 of this Agreement, or with the applicable laws, regulations and requirements of the importing State, as notified by the importing State as being applicable in the particular case, the importing State shall give the same validity to the certification as if the certification had been made by its own competent authority in accordance with its own applicable laws, regulations and requirements.

(b) In the case of a product produced in another State with which both Contracting States have agreements similar in scope for reciprocal acceptance of airworthiness certifications, if the competent authority of the State exporting the product provides a certification that the product conforms to the design covered by the certificate or approval issued by the importing State and certifies that the product is in a proper state of airworthiness, the importing State shall give the same validity to such certification as if the certification had been made by its own competent authority in accordance with its applicable laws, regulations and requirements.

(c) In the case of a product being exported by one Contracting State to the Contracting State where the product was originally produced, if the competent authority of the State exporting the product provides a certification that the product conforms to the design covered by the certificate or approval issued by the State importing the product and certifies that the product is in a proper state of airworthiness, the State importing the product shall give the same validity to such certification as if the certification had been made by its own competent authority in accordance with its applicable laws, regulations and requirements. This provision will apply only if the product was under the jurisdiction of either of the Contracting States continuously from the time it was exported from the Contracting State where it was produced to the other Contracting State.

3. In the case of a component which is produced in the exporting State for export and use on a product which is or may be certificated or approved in the importing State, if the competent authority of the exporting State certifies that the component conforms to the applicable design data, meets the applicable test requirements and has been produced in accordance with the applicable quality control requirements, which have been notified by the importing State to the exporting State, the importing State shall give the same validity to the certification as if the certification had been made by its own competent authority. This provision shall only apply to those components which are produced by a manufacturer in the exporting State pursuant to an agreement between that manufacturer and the product manufacturer in the importing State. Furthermore, it shall only apply in those instances where, in the judgement of the importing State, the component is of such complexity that determination of conformity and quality control cannot readily be made at the time that the component is assembled with the product.

4. The competent authority of the importing State shall have the right to prescribe any additional requirements which the importing State finds necessary to ensure that the product meets a level of safety equivalent to that provided by its applicable laws, regulations and requirements which would be effective for a similar product produced in the importing State. These additional requirements may include any special conditions which the importing State considers necessary for safety because of novel or unusual design features of the particular

product. The competent authority of the importing State shall promptly advise the competent authority of the exporting State of any such additional requirements.

5. The competent authority of each Contracting State shall keep the competent authority of the other Contracting State fully informed of all mandatory airworthiness modifications and special inspections which it determines are necessary in respect of imported or exported products to which this Agreement applies.

6. The competent authority of the exporting State shall, in respect of a product produced in that State, assist the competent authority of the importing State in determining whether major design changes and major repairs made under the control of the competent authority of the importing State comply with the laws, regulations and requirements under which the product was originally certificated or approved.

7. The competent authority of each Contracting State shall keep the competent authority of the other Contracting State currently informed of all relevant laws, regulations and requirements in its State.

8. In the case of conflicting interpretations of the laws, regulations or requirements pertaining to certifications or approvals under this Agreement, the interpretation of the competent authority of the Contracting State whose law, regulation or requirement is being interpreted shall prevail.

9. For the purposes of this Agreement:

(a) "Product" means an aircraft, engine, propeller or appliance;

(b) "Aircraft" means a civil aircraft of any category, whether used in public transportation or for other purposes, and includes replacement and modification parts therefor;

(c) "Engine" means an engine intended for use in an aircraft as defined in (b) and includes replacement and modification parts therefor;

(d) "Propeller" means a propeller intended for use on an aircraft as defined in (b) and includes replacement and modification parts therefor;

(e) "Appliance" means an instrument, equipment, mechanism, apparatus or accessory used or intended to be used in operating an aircraft, which is installed in, intended to be installed in, attached to, or intended to be attached to an aircraft as defined in (b), but is not part of an airframe, engine or propeller, and includes replacement and modification parts therefor;

(f) "Component" means a material, part, or sub-assembly not covered in (b), (c), (d), or (e) for use on or in an aircraft, engine, propeller or appliance;

(g) "Produced in one Contracting State" means that the product or component as a whole is fabricated in the exporting State, even though portions thereof may have been fabricated in another State;

(h) "Applicable laws, regulations and requirements" means:

(i) Those airworthiness laws, regulations and requirements

which are effective on the date on which application is made for certification of the product in the importing State; or

(ii) for a product of a type currently in production, those airworthiness requirements which were required to be used for the certification of the product in the exporting State or those requirements of the importing State applicable to a similar product of the importing State at the date of applicaion for type certification of the former product in the exporting State, together with such other airworthiness requirements as the competent authority of the importing State considers necessary to establish a level of safety equivalent to that required for similar products produced in the importing State and were notified to the exporting State prior to the date of application for certification in the importing State; or

(iii) for a product of a type no longer in production, such airworthiness requirements as the competent authority of the importing State finds acceptable in the particular case; and

(i) "The competent authority" for the purposes of paragraphs 2 and 3 of this Agreement, includes a person holding a delegation from the competent authority of a Contracting State to exercise powers or perform functions relating to the certification of airworthiness of products or components under the law of that Contracting State.

10. The competent authority of each Contracting State shall make such mutual arrangements in respect of procedures as it deems necessary to implement this Agreement, and to ensure that redundant certification, testing and analysis are avoided.

11. Each Contracting State shall keep the other Contracting State advised as to the identity of is competent authority.

12. Either Contracting State may terminate this Agreement at the expiration of not less than 180 days after giving written notice of that intention to the other State.

13. This Agreement shall terminate and replace the Agreement between our two Governments for the reciprocal acceptance of certificates of airworthiness, effected by Exchange of Notes at Washington on November 20, 1959.[1]

If the foregoing is acceptable to your Government, I propose that this note together with your confirmatory reply to that effect should constitute an agreement between our two Governments to enter into force on the date of your reply.

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

For the Secretary of State:

RAYMOND J WALDMANN

The Honorable
G. N. UPTON,
Charge d'Affaires ad interim
of Australia.

[1] TIAS 4358; 10 UST 1915.

The Australian Ambassador to the Secretary of State

EMBASSY OF AUSTRALIA
WASHINGTON, D. C.

Sir,

I have the honour to acknowledge receipt of your note dated 24 December 1974, which reads as follows:

"I refer to conversations which have taken place between representatives of the Government of the United States of America and the Government of Australia relating to the reciprocal acceptance of airworthiness certifications, in the course of which discussions were held regarding appropriate actions necessary to work towards common safety objectives and to establish standards which will be as similar as practicable. It is my understanding that the two Governments have reached an agreement as set out below. It is also my understanding that this agreement does not relate to noise abatement or anti-pollution requirements.

1. This Agreement applies to civil aeronautical products (hereinafter referred to as "products") and certain components referred to in paragraph 3 of this Agreement when such products or components are produced in one Contracting State (hereinafter referred to as the "exporting State") and exported to the other Contracting State (hereinafter referred to as the "importing State"), and to products produced in another State with which both Contracting States have agreements similar in scope for reciprocal acceptance of airworthiness certifications.

2. (a) If the competent authority of the exporting State certifies that a product produced in that State complies either with its applicable laws, regulations and

The Honourable
The Secretary of State,
Department of State,
WASHINGTON D.C.

requirements as well as any additional requirements which may have been prescribed by the importing State under paragraph 4 of this Agreement, or with the applicable laws, regulations and requirements of the importing State, as notified by the importing State as being applicable in the particular case, the importing State shall give the same validity to the certification as if the certification had been made by its own competent authority in accordance with its own applicable laws, regulations and requirements.

(b) In the case of a product produced in another State with which both Contracting States have agreements similar in scope for reciprocal acceptance of airworthiness certifications, if the competent authority of the State exporting the product provides a certification that the product conforms to the design covered by the certificate or approval issued by the importing State and certifies that the product is in a proper state of airworthiness, the importing State shall give the same validity to such certification as if the certification had been made by its own competent authority in accordance with its applicable laws, regulations and requirements.

(c) In the case of a product being exported by one Contracting State to the Contracting State where the product was originally produced, if the competent authority of the State exporting the product provides a certification that the product conforms to the design covered by the certificate or approval issued by the State importing the product and certifies that the product is in a proper state of airworthiness, the State importing the product shall give the same validity to such certification as if the certification had been made by its own competent authority in accordance with its applicable laws, regulations and requirements. This provision will apply only if the product was under the jurisdiction of either of the Contracting States continuously from the time it was exported from the Contracting State where it was produced to the other Contracting State.

3. In the case of a component which is produced in the exporting State for export and use on a product which is or may be certificated or approved in the importing State, if the competent authority of the exporting State certifies that the component conforms to the applicable design data, meets the applicable test requirements and has been produced in accordance with the applicable quality control requirements, which have been notified by the importing State to the exporting State, the importing State shall give the same validity to the certification as if the certification had been made by its own competent authority. This provision shall only apply to those components which are produced by a manufacturer in the exporting State pursuant to an agreement

between that manufacturer and the product manufacturer in the importing State. Furthermore, it shall only apply in those instances where, in the judgement of the importing State, the component is of such complexity that determination of conformity and quality control cannot readily be made at the time that the component is assembled with the product.

4. The competent authority of the importing State shall have the right to prescribe any additional requirements which the importing State finds necessary to ensure that the product meets a level of safety equivalent to that provided by its applicable laws, regulations and requirements which would be effective for a similar product produced in the importing State. These additional requirements may include any special conditions which the importing State considers necessary for safety because of novel or unusual design features of the particular product. The competent authority of the importing State shall promptly advise the competent authority of the exporting State of any such additional requirements.

5. The competent authority of each Contracting State shall keep the competent authority of the other Contracting State fully informed of all mandatory airworthiness modifications and special inspections which it determines are necessary in respect of imported or exported products to which this Agreement applies.

6. The competent authority of the exporting State shall, in respect of a product produced in that State, assist the competent authority of the importing State in determining whether major design changes and major repairs made under the control of the competent authority of the importing State comply with the laws, regulations and requirements under which the product was originally certificated or approved.

7. The competent authority of each Contracting State shall keep the competent authority of the other Contracting State currently informed of all relevant laws, regulations and requirements in its State.

8. In the case of conflicting interpretations of the laws, regulations or requirements pertaining to certifications or approvals under this Agreement, the interpretation of the competent authority of the Contracting State whose law, regulation or requirement is being interpreted shall prevail.

9. For the purposes of this Agreement:

(a) "Product" means an aircraft, engine, propeller or appliance;

(b) "Aircraft" means a civil aircraft of any category, whether used in public transportation or for other purposes, and includes replacement and modification parts therefor;

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(c) "Engine" means an engine intended for use in an aircraft as defined in (b) and includes replacement and modification parts therefor;

(d) "Propeller" means a propeller intended for use on an aircraft as defined in (b) and includes replacement and modification parts therefor;

(e) "Appliance" means an instrument, equipment, mechanism, apparatus or accessory used or intended to be used in operating an aircraft, which is installed in, intended to be installed in, attached to, or intended to be attached to an aircraft as defined in (b), but is not part of an airframe, engine or propeller, and includes replacement and modification parts therefor;

(f) "Component" means a material, part, or sub-assembly not covered in (b), (c), (d) or (e) for use on or in an aircraft, engine, propeller or appliance;

(g) "Produced in one Contracting State" means that the product or component as a whole is fabricated in the exporting State, even though portions thereof may have been fabricated in another State;

(h) "Applicable laws, regulations and requirements" means:

(i) Those airworthiness laws, regulations and requirements which are effective on the date on which application is made for certification of the product in the importing State; or

(ii) for a product of a type currently in production, those airworthiness requirements which were required to be used for the certification of the product in the exporting State or those requirements of the importing State applicable to a similar product of the importing State at the date of application for type certification of the former product in the exporting State, together with such other airworthiness requirements as the competent authority of the importing State considers necessary to establish a level of safety equivalent to that required for similar products produced in the importing State and were notified to the exporting State prior to the date of application for certification in the importing State; or

(iii) for a product of a type no longer in production, such airworthiness requirements as the competent authority of the importing State finds acceptable in the particular case; and

(i) "The competent authority" for the purposes of paragraphs 2 and 3 of this Agreement, includes a person

holding a delegation from the competent authority of a Contracting State to exercise powers or perform functions relating to the certification of airworthiness of products or components under the law of that Contracting State.

10. The competent authority of each Contracting State shall make such mutual arrangements in respect of procedures as it deems necessary to implement this Agreement, and to ensure that redundant certification, testing and analysis are avoided.

11. Each Contracting State shall keep the other Contracting State advised as to the identity of its competent authority.

12. Either Contracting State may terminate this Agreement at the expiration of not less than 180 days after giving written notice of that intention to the other State.

13. This Agreement shall terminate and replace the Agreement between our two Governments for the reciprocal acceptance of certificates of airworthiness, effected by Exchange of Notes at Washington on November 20, 1959.

If the foregoing is acceptable to your Government, I propose that this note together with your confirmatory reply to that effect should constitute an agreement between our two Governments to enter into force on the date of your reply."

I have the honour to inform you that the foregoing is acceptable to the Government of Australia and that your Note together with this reply shall constitute an Agreement between our two Governments which will terminate the Agreement of November 20 1959 referred to in your Note and which will enter into force on today's date.

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

Patrick Shaw

Patrick Shaw
Ambassador

11 June 1975.

ISRAEL

Economic Cooperation

Agreement signed at Washington May 13, 1975;
Entered into force May 13, 1975.

U.S.-ISRAEL JOINT COMMITTEE FOR INVESTMENT AND TRADE
WASHINGTON, D C.
May 13, 1975

JOINT STATEMENT

The U.S.-Israel Joint Committee for Investment and Trade, established during the July 1974 visit to Israel of U.S. Secretary of the Treasury William E. Simon, met in Washington, D.C on May 12-13, 1975. The meeting was chaired jointly by Secretary Simon and Minister of Finance Yehoshua Rabinowitz. Other senior officials of the two governments also participated. (A list of senior participants is attached.)

The meeting, which continued the dialogue established during Secretary Simon's visit to Israel in July 1974, underscored the warm and friendly relationship between the countries and helped broaden the ties between them.

During the meeting, the Israeli members of the Joint Committee briefed the U.S Delegation on the current economic situation in Israel, Israel's development plans and its economic forecasts. The U.S. members reviewed current economic developments in the U.S and explained recent policy proposals aimed at achieving greater stability within the U.S. economy. Mr. Avraham Agmon, Director General of the Ministry of Finance, and Assistant Secretary of the Treasury

Gerald L. Parsky briefed the Joint Committee on the work of the Subcommittees on Capital Investment, Trade, Raw Materials, and Research and Development, which had met in Washington in September 1974 and in Jerusalem in October 1974. Secretary Simon and Minister Rabinowitz expressed their satisfaction with the work of the four joint subcommittees, which served as a basis for the Committee's deliberations.

At the conclusion of the Committee's session the Minister of Finance and the Secretary of the Treasury, as co-chairmen, announced their agreement on a number of principles and programs aimed at expanding economic cooperation between the two countries particularly by increasing the opportunities for trade and investment and for cooperation in research and development.

The Committee agreed that measures designed to expand cooperation between Israel and the United States are consistent with both countries' deep interest in achieving a just and lasting peace in the Middle East. The Committee felt that its deliberations and conclusions should increase and broaden the interest of U.S. private business enterprises in participating in Israel's economic development and in seeking out new opportunities to expand the economic relationship between the U.S. and Israel.

I. Economic Cooperation

The Israeli members described the favorable environment

for foreign investment in Israel and reaffirmed their interest in U.S. investments in Israel and in acquiring U.S. technology through U.S. business participation in industrial projects in Israel. The U.S. recognized the importance of U.S. and other foreign investment to the economic growth of Israel and pointed to a number of additional factors that could further improve the investment climate. The U.S. and Israel recognized that investment in Israel serves the common interest of the U.S. and Israel.

The Joint Business Council which the parties agreed to seek to establish will be broadly based and will be charged with enhancing the participation of U.S. business in Israel's industrial development. The Council would identify projects which appear feasible for U.S. private sector investments and joint ventures, arrange business symposia and visits in both countries, and participate with other interested parties in disseminating information on business opportunities in both countries.

The members of the Committee reaffirmed the policies of their governments to oppose restrictive trade practices or boycotts against countries friendly to either. The U.S. side noted

President Ford's February 26 statement that religious or ethnic discrimination is totally contrary to the American tradition and has no place in the free commerce of the United States.

II. Treaty to Avoid Double Taxation

Minister Rabinowitz and Secretary Simon initialed today a treaty on the avoidance of double taxation. The treaty recognizes Israeli compulsory loans as creditable taxes for U.S. income tax purposes and incorporates a new rule on the treatment of Israel Government grants to U.S. investors. Both parties agreed to present the treaty for ratification, according to each country's constitutional procedures, as soon as possible. The Committee members expressed their confidence that the tax convention initialed by the Ministers would contribute toward reducing obstacles to trade and investment.

III. Encouragement of Investment

The Joint Committee noted with satisfaction efforts by the U.S. Overseas Private Investment Corporation (OPIC) to promote investment ties between the two countries. The Committee noted that OPIC is prepared:

(a) to guarantee loans to qualified investment projects in Israel involving U.S. companies, or their subsidiaries;

(b) to participate, where appropriate, in financing industrial projects in Israel sponsored by U.S. investors through purchase of subordinated convertible debentures issued by such enterprises in Israel; and

(c) to include in its publications information about investment opportunities in Israel, incentives, economic data, and other information of interest to potential investors.

The U.S. also indicated its willingness to use its other resources, particularly the facilities of the Department of Commerce, to facilitate investments in Israel, and among other things to publicize within the U.S. business community information on investment opportunities in Israel, specific incentives offered by the Government of Israel, and other forms of assistance to investors available from both U.S. Government agencies and Israeli authorities. The Department of Commerce will also organize seminars in the United States and sponsor missions to Israel of prominent U.S. industrialists and businessmen. The promotion of trade missions will be a major target.

IV. Development of Trade

The Joint Committee noted the growth of trade between the two countires and emphasized the importance of a continued increase in mutual trade opportunities. The

Committee agreed on the desirability of further promoting trade between the two countries by expanding the dissemination of information on bilateral trade opportunities through the programs of the U.S. Department of Commerce and the Israel Ministry of Commerce and Industry, and through national and binational organizations.

The Israeli members of the Committee noted with appreciation the assistance accorded to Israel through the use of the facilities of the Export-Import Bank. The Committee expressed its satisfaction with the harmonious relationship Eximbank has enjoyed with Israel since the founding of the State, and Israel's excellent record in meeting its obligations. The U.S. members reaffirmed Eximbank's current policy of providing financing for U.S. exports to Israel within the limits permitted by the Bank's resources.

The U.S. members provided clarification of Eximbank policies on other issues of particular concern to Israel. It was agreed that the facilities of the Eximbank will continue to be available and active in financing U.S. exports to Israel. The U.S. delegation noted that Eximbank is also prepared to guarantee to a U.S. lessor payments by Israeli lessees for U.S. equipment provided to Israel under leasing agreements.

The Committee welcomed passage by the U.S. Congress of the Trade Act of 1974 [1] which provides the basis for trade negotiations between the United States and Israel in the context of the multilateral trade negotiations (MTN). The parties noted that U.S. authority under the Act allows the reduction to zero of most duties of 5 percent or less and reduction of up to 60 percent on most higher duties. Israel's negotiating authority also will be sufficient to allow the elimination or reduction of tariffs on a range of items of interest to U.S. suppliers. During the Committee sessions, an exchange of views occurred on tariff and non-tariff barriers which were likely to be negotiated in the MTN. The Committee discussed the provisions of the Act concerning the Generalized System of Preferences and agreed that the two governments will hold early consultations with the view of extending such preferences to Israel, consistent with the provisions of the Act.

Israel has been approved as a supplier of AID-financed commodities and services and as a supplier for off-shore procurement of Department of Defense (DOD); Israel will be informed about further opportunites.

A procedure has been developed to assist Israeli producers to sell products and spare parts to DOD suppliers,

[1] 88 Stat. 1978; 19 U.S.C. § 2101.

and DOD will facilitate such purchases and take measures to assure Israeli producers that they will get full and fair consideration in bidding for DOD procurement contracts within opportunities permitted under present legislation.

The Committee agreed that Government officials of both parties engaged in promotion of foreign trade, including the commercial attaches of both countries will meet from time to time to discuss in detail ways and means to generate export promotion activities of all kinds to be organized in both countries, review the effectiveness of current promotion activities and recommend new promotion programs where needed.

The Committee took note of the U.S. Department of Commerce's planned "Intellectual Assets" Trade Mission, to be composed of U.S. executives interested in commercial, Trade and technology transfer.

V. Supply and Storage of Raw Materials

The members of the Committee recognized the special circumstances that characterize Israel's trade, particularly in food and feedgrains, and the importance of assuring Israel's access to raw materials. In order to meet Israel's special needs and circumstances to the maximum extent feasible, the Department of Commerce will use its good

offices as appropriate to facilitate Israeli purchases of essential raw materials from U.S. private sources. The Israeli Government will send a mission to acquaint itself with these sources, and discuss contingent plans to assure supply. The Government of Israel will submit to the U.S. Government a detailed annual plan of its grain and raw material purchases in the United States.

In the event that it becomes necessary for the USG to impose short-supply export controls, these purchase plans will enable the U.S. to give sympathetic consideration to Israel's situation and allow Israel equitable access to U.S. supplies of commodities and raw materials during the period of short supply.

The Committee noted that a procedure has been developed to provide for potential purchases by Israel directly from the excess stockpile administered by the General Services Administration (GSA).

The Committee also took note of Israel's need to expand and modernize its food and raw material storage and warehousing facilities. The Committee recognized the need to attract investment and technology for the expansion of storage facilities and recycling plants in Israel and agreed to consider ways of facilitating these activities. To this

end, a U.S. technical team will visit Israel shortly for an on-site survey of Israel's existing storage facilities and will help develop a construction plan for additional facilities. An Israeli mission will also visit the United States to study U.S. storage technology.

VI. Scientific Cooperation

The committee reviewed favorably the progress achieved under the jointly funded U.S.-Israel Binational Science Foundation which had been established in 1972. [1] Both sides agreed that the Foundation has played a useful role, and that it would be desirable to strengthen our scientific relations. It was agreed, subject to any required legislative approval, to explore means to widen the scope of operations of the foundation and strengthen its financial basis. Negotiations to this end will take place soon and the conclusions and recommendations will be submitted to the Committee at its next session.

The Committee reviewed the status of the proposed joint water desalting project, which has undergone a lengthy period of evaluation. The Committee noted that the Congress has previously authorized and appropriated up to $20 million as the American share of the capital and initial operating costs of the project. Both sides agreed that it was now feasible to proceed with the arrangements for the design,

[1] TIAS 7460; 23 UST 2669.

construction and initial operation of a large-scale prototype plant and to negotiate a technical agreement subject to the necessary consultations with the Congress. A U.S. technical mission will visit Israel in the near future.

VII. Industrial Research and Development

The Committee discussed the importance of expanding industrial research and development in Israel. The United States Department of Commerce and the Israel Ministry of Commerce and Industry were designated as focal points to facilitate cooperative industrial research and development activities. These agencies will encourage direct contact between departments of the two Governments and bodies in the private sectors, such as the Industrial Research Institute and the Licensing Executive Society; will assist in defining possible cooperative ventures; and will promote the exchange of technical information between American and Israeli organizations in the science and technology field.

The Joint Committee agreed to establish a U.S.-Israel Steering Committee for Industrial Research and Development composed of representatives from interested agencies of the two Governments. This Steering Committee will outline policies and formulate priorities to enhance mutual research and development efforts with specific industrial applications.

The members of the Committee agreed that the two Governments will undertake to encourage the dissemination of

information on Israel's research and development potential and capacity within professional and industrial organizations in the U.S., especially through greater exchanges of people and information between Israel and the United States.

The Joint Committee also welcomed a United States-Israel Industrial Research and Development Council in which United States representation would be from the private sector. The Council, which would include leading R&D executives, scientists and engineers, would assist in promoting closer links between United States and Israeli enterprises in the science and technology area.

The parties agreed on the desirability of developing a program to support mutually beneficial industrial research and development activities in Israel. To this end, it was agreed that the two governments would begin as early as possible discussions to formalize the program's scope and organization, and to determine the financial arrangements that the two governments would undertake in support of the program and its management.

VIII. Future Meetings

The members of the Committee decided that future meetings of the Joint Committee for Investment and Trade should take place at least once each year to review issues affecting the economic relationship between the two

countries and to develop means of expanding economic co-operation between the two governments as well as between the people of both countries, including exploring the possibility of entering into appropriate, formal arrangements which will regulate the various joint activities and define broad principles of cooperation. The next meeting of the Joint Committee will be held in Jerusalem.

The Committee announced establishment of a Joint Steering Group to oversee implementation and coordination of the measures agreed upon by the Committee. The Steering Group, which will report to the co-chairmen of the Joint Committee, has also been charged with the responsibility of investigating possible new cooperative efforts and reviewing outstanding bilateral economic issues. In addition, it will undertake preparations for future meetings of the Joint Committee.

Chairman of the Israeli Delegation

Yehoshua Rabinowitz
Minister of Finance

Chairman of the United States Delegation

William E. Simon
Secretary of the Treasury

TIAS 8127

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SENIOR PARTICIPANTS

US-ISRAEL JOINT COMMITTEE
FOR INVESTMENT AND TRADE

May 12-13, 1975

Washington, D.C.

United States

William E. Simon, Secretary of the Treasury, Co-chairman

Charles W. Robinson, Under Secretary of State for Economic Affairs

John Tabor, Under Secretary of Commerce

Gerald L. Parsky, Assistant Secretary of the Treasury for Trade, Energy and Financial Resources Policy Coordination

Alfred L. Atherton, Jr., Assistant Secretary of State for Near Eastern and South Asian Affairs

Marshall T. Mays, President, Overseas Private Investment Corporation (OPIC)

Walter C. Sauer, First Vice President and Vice Chairman, Export Import Bank of the United States

Israel

H. E. Yehoshua Rabinowitz, Minister of Finance, Co-chairman

H. E. Simcha Dinitz, Ambassador to the United States

Avraham Agmon, Director-General, Ministry of Finance

Dr. Moshe Mandelbaum, Director-General, Minister of Commerce and Industry

General (Res.) Moshe Goren, Director, Israel Investment Authority

Ze'ev Sher, Economic Minister, Embassy of Israel

SAUDI ARABIA

Economic Cooperation

Agreement done at Washington February 27, 1975;
Entered into force February 27, 1975.

JOINT COMMUNIQUE

On the First Session of the U.S.-Saudi Arabian

Joint Commission on Economic Cooperation

February 27, 1975

The U.S.-Saudi Arabian Joint Commission on Economic Cooperation, established in accordance with the Joint Statement issued by Secretary of State Kissinger and Prince Fahd on June 8, 1974, concluded its first session. The Joint Commission meetings, held in Washington February 26-27, 1975, were chaired by Secretary of the Treasury William E. Simon, Chairman of the U.S. side of the Commission. The Saudi Arabian Delegation was led by Minister Muhammad Ibn Ali Aba al-Khail, Minister of State for Financial Affairs and National Economy.

High level officials from the U.S. Departments of Treasury, State, Agriculture, Commerce, Health, Education and Welfare, Interior, and Labor, and from the National Science Foundation also participated in the talks. Members of the visiting Saudi Arabian Delegation participating in the discussion included officials from the Ministries of Foreign Affairs, Commerce and Industry, Labor and Social Affairs, Agriculture and Water, and the Central Planning Organization, as well as high-level Saudi representatives from the Supreme Council of Higher Education, the Faculty of Sciences, and the Institute of Public Administration.

The members of the Commission exchanged views on the development of U.S.-Saudi Arabian economic cooperation since the visit of Secretary Simon last July to Saudi Arabia for preliminary discussions on economic cooperation. At that time, the Commission initiated the activities of its four working groups on Manpower and Education, Science and Technology, Agriculture, and Industrialization. Each of the joint working groups has met several times to define areas of potential economic cooperation and a number of U.S. technical experts and advisors have visited Saudi Arabia and submitted reports to the Saudi Arabian side of the Commission. The Joint Commission discussed further means of facilitating such continued cooperation through the Joint Commission framework.

In this regard the Commission was pleased to note the signing on February 13, 1975,[1] of a Technical Cooperation Agreement (TCA) which establishes procedures for the furnishing of mutually-agreed technical and advisory services from the United States to Saudi Arabia on a reimbursable basis. The TCA should contribute significantly to the efficient channeling of American technical know-how to the Saudi Arabian national economy.

The Commission expressed its intention to expand the Joint Commission Office in Riyadh. This office serves as the principal point of coordination in Saudi Arabia for the development and

[1] TIAS 8072; *ante*, p. 880.

implementation of mutually-agreed projects under the U.S.-Saudi Arabian Technical Cooperation Agreement. The U.S. component of this office, to be known as the United States Representation to the Joint Economic Cooperation Commission Office, plans to begin operating by the middle of May 1975. The Saudi delegation announced that it would also be adding to the staff of its component of the Riyadh Joint Commission Office in the near future. Arrangements for accommodating these two staffs are to be discussed in Riyadh in the coming weeks.

The Commission noted with satisfaction the signing by the Co-Chairmen of an OPIC Investment Guaranty Agreement [1] between the two governments. The Agreement should increase and broaden the interest of U.S. private enterprise in participating in Saudi Arabian economic development.

INDUSTRIALIZATION AND TRADE

The Saudi delegation reaffirmed its interest in acquiring U.S. technology through U.S. business participation for the development of major industrial projects in both the hydrocarbon and non-hydrocarbon areas.

The Commission agreed on the desirability of a broadly-based business council designed to increase business cooperation between the two countries and enhance the contribution of U.S.

[1] TIAS 8045; *ante*, p. 459.

business to Saudi Arabia's industrial development. In view of the important role of government in Saudi Arabia's development, concerned Saudi Arabian Government elements would join with private sector interests in Saudi Arabia and the United States as members of the Council. The Council would identify for study, projects which appear feasible for joint ventures, note and make recommendations on financial, fiscal, or legal considerations bearing on cooperative efforts, arrange business symposia and visits in both countries, and be a center for disseminating information on business opportunities in both countries.

The Saudi Arabian Government will consider the possibility of organizing a group of Saudi businessmen to visit the United States within the next two months to meet with United States business firms and groups. The general purpose would be to increase the communications between the two private sectors. More specifically, the group would discuss various industrial proposals and projects.

The Commission noted with interest that trade relations between the Kingdom of Saudi Arabia and the United States have been developing at an accelerated rate. U.S. exports to Saudi Arabia nearly doubled in 1971, increased by 40% in 1973, and nearly doubled again in 1974, to $835 million. Expectations are that

U.S. exports will continue to grow progressively. It is anticipated that U.S. exporters will play a significant role in supplying equipment, machinery, technology and services.

The Governments of the United States and Saudi Arabia agreed that participation in productive ventures in each other's economies should be mutually beneficial. They recognize that activities of this type in both countries would require close consultation to assure consistency with their national policies and objectives. Consequently, they agreed that each government would consult with the other regarding significant undertakings of this type.

The Commission agreed on the desirability of United States Government technical assistance in developing a statistical base for development in Saudi Arabia. The American side stated its readiness to send out teams of experts in a number of principal statistical disciplines to assist the Saudi Arabian Government in developing an effective statistical capability.

The Commission heard reports and exchanged views on the current status of a number of technical cooperation projects in the fields of vocational training, higher education, agriculture, water utilization and land use, science and technology and statistics. A summary of these follows:

VOCATIONAL TRAINING

The Commission noted the series of recommendations by the American vocational training team which visited Saudi Arabia last fall. These recommendations, in support of the implementation of Saudi Arabia's five-year plan vocational training goals, include United States Government advisory services in various fields of manpower development.

HIGHER EDUCATION

It was agreed at the Commission meeting to send an American team to evaluate the academic and administrative structures of the Saudi Arabian University system, as well as the relationship of universities to high-level professional and technical education.

A second action area to be explored will involve U.S.-Saudi Arabian cooperation in the following areas: broadened student and faculty exchanges between the two countries, joint research projects, joint degree programs, the establishment of junior colleges in Saudi Arabia, and the training of academic, administrative, and technical personnel in Saudi universities.

AGRICULTURE, WATER RESOURCES AND LAND USE

The Commission discussed United States Government technical services for joint agricultural, water and land projects. Priority

was given to feasibility studies of major agricultural areas in Saudi Arabia, a study of the Central Research Laboratory and Agriculture Training Center of the Ministry of Agriculture and Water, and the establishment of a desalination center and laboratory.

It was agreed that a four-man U.S. Government team would go to Saudi Arabia for a two-month period to discuss and reach agreement with Saudi Arabian counterparts on a detailed program for implementing a feasibility study for large agricultural areas, such as Wadi Dawasir.

The Commission also approved the immediate departure to Saudi Arabia of a research management team to plan a research program and determine organizational and management requirements for the Central Research Laboratory and Agricultural Training Center.

A U.S. Government proposal for the establishment of the desalination center will be sent to the Saudi Arabian Government in response to their request.

Projects in the areas of land management, water utilization and a national data bank would be implemented under the Technical Cooperation Agreement. Further discussions will be held immediately to decide on the implementation of these proposals.

SCIENCE AND TECHNOLOGY

It was agreed that a Saudi Arabian National Center for Science and Technology would be established to coordinate the growth of science and technology in Saudi Arabia and to support and fund mutually-agreed upon program areas of interest to Saudi Arabia. It was further agreed that an initial United States Government team would be sent to Saudi Arabia as soon as possible to advise on the objectives and functions of the Saudi National Center. Additional U.S. expert teams to follow will work with Saudi Arabian experts to define the precise programs for the other agreed project areas.

OTHER AREAS

The Saudi delegation requested technical assistance over a limited period of time to its Government's Department of Public Works.

The U.S. agreed to review the requirements of the Saudi Arabian Public Works Department to determine the nature and extent of technical services desired.

OVERALL ASSESSMENT

The Commission expressed satisfaction with the progress to date and considered the discussions at its first meeting a

major step forward in the constructive development of mutually advantageous economic relations. With a view to keeping close track of the Commission's efforts, the U.S. side decided to establish an Action Group. The U.S. coordinator will be Gerald L. Parsky, Assistant Secretary of the Treasury, the Department which is the U.S. coordinating agency for the work of the Commission. The Saudi side will consider a similar arrangement.

The action group and its Saudi counterpart will be charged with monitoring progress being made on a regular basis so as to insure that program goals are being met and to review and implement new proposals that may be agreed upon. The Action Group on the U.S. side will consist of representatives from the Departments of Treasury and State, and the following U.S. action agencies: Agriculture, Commerce, Health, Education and Welfare, Interior, Labor and the National Science Foundation and other U.S. Government agencies as may become appropriate. Both sides agreed to consider holding the next Joint Commission meeting in Riyadh, Saudi Arabia, in October 1975.

ZAIRE

Remote Sensing: Acquisition of Satellite Data

Memorandum of understanding signed at Washington January 6, 1975 and at Kinshasa January 31, 1975;
Entered into force January 31, 1975.

MEMORANDUM OF UNDERSTANDING

BETWEEN

ERTS-ZAIRE

AND THE

UNITED STATES NATIONAL AERONAUTICS AND SPACE ADMINISTRATION (NASA)

1. The purposes of this agreement are to set forth the responsibilities of the parties and the procedures for providing for: (a) direct access, by a ground station to be built and operated in Zaire by ERTS-Zaire, to NASA ERTS-1 and ERTS-B satellite data and to the data from any future ERTS experimental satellites which NASA may launch, and (b) availability to NASA of data acquired by the Zairian station pursuant to (a) above, subject to the provisions which follow.

2. For its part, ERTS-Zaire will use its best efforts to:

(a) Develop and operate a facility near Kinshasa, Zaire for acquisition and processing of ERTS data as well as other non-space data of interest to ERTS-Zaire entirely at its own cost, including the cost of the necessary communication links with the NASA ERTS OCC/NDPF (Operations Control Center/NASA Data Processing Facility) at the Goddard Space Flight Center.

(b) Provide during Phase B, as described below, processed data to ERTS Principal Investigators duly selected by NASA whose test sites are in range of the Zairian data acquisition station for the period of coverage promised to them and under the same conditions as NASA provides data to Principal Investigators. Should another country in the region establish ERTS facilities, ERTS-Zaire's obligation to provide data to Principal Investigators in that country will terminate as soon as the new facilities are capable of providing this service. ERTS-Zaire will continue to serve Principal Investigators in countries within range of the Kinshasa Station which do not have ERTS facilities, unless and until alternative arrangements are concluded.

(c) Provide, to the best of its ability, any support requested by NASA in a spacecraft emergency condition, such as the provision of data indicated in paragraph 2(e) below, should the on-board tape recorders fail.

(d) Provide quarterly reports in English to NASA on the progress and results of the ERTS-Zaire experimental program with respect especially to the ability to apply data and analyses obtained to real-time decision making, and the principal applications made.

(e) Make available to NASA, on a cost-free basis and in the NASA-preferred format (negative imagery format with identifying annotation) such copies of the ERTS data it acquires and processes as NASA may request in reasonable quantities (except in emergency conditions as noted in paragraph 2(c) above). These data provided to NASA by ERTS-Zaire will be made available to the public from US sources on precisely the same terms as data acquired directly by NASA. These provisions apply as well to selected duplicate computer compatible tapes. Public requests (for data) from the area covered by Kinshasa Station will be referred as appropriate to ERTS-Zaire, or to other regional facilities which may be established in the area. Coordination among such facilities would be highly desirable.

(f) Include as output data from the Kinshasa Station computer compatible tapes (CCT's) and 70mm roll film.

3. For its part, NASA will use its best efforts to:

(a) Program ERTS-1 and any subsequent experimental ERTS-type satellite to acquire data in areas accessible for direct read-out by the Zairian Station. The frequency of such programming will be subject to mutual agreement by the Project Managers (see below). It will be limited to test purposes in Phase A, and expanded as agreed in Phase B.

(b) Provide to ERTS-Zaire as necessary antenna pointing elements for acquisition of the ERTS spacecraft transmitted signal and updated definitive orbital information for use in processing the data.

(c) Process, on a time-available basis and as may be agreed by the Project Managers, a limited number of data tapes acquired by the Zairian Station in Phase A for initial evaluation and calibration of the station's performance.

(d) Provide, during Phase A, ERTS data to any NASA-selected Zairian Principal Investigators to the extent of the time-coverage promised for them.

(e) Make available, for comparison purposes, a limited number of selected NASA data tapes covering portions of the area accessible to the Kinshasa Station.

(f) Keep ERTS-Zaire informed of other prospective ERTS facilities in the area so that regional coordination can be effected.

4. The course of the project will be divided into two phases. Phase A is for the test and checkout of the Kinshasa Station. Phase B is for the following period of routine data acquisition and processing at the Kinshasa Station. Phase A will begin when the Project Managers agree on the readiness of the technical and operational interfaces required to carry out the project and on a schedule for accomplishing Phases A and B. Phase A will be concluded and Phase B begun by mutual agreement of the Project Managers.

5. To implement the agreement, ERTS-Zaire and NASA will each designate Project Managers to be responsible for coordinating the agreed functions and responsibilities of each side with the other. The Project Managers will be co-chairmen of a Joint Working Group which will be the principal instrument for assuring the execution of the project and for keeping both sides continuously informed of the project status. The Joint Working Group may establish such committees as required to carry out the project.

6. The following additional understandings are confirmed:

(a) ERTS-Zaire will resolve any radio frequency difficulties in the region to the satisfaction of the parties concerned so this cooperation can proceed without difficulty.

(b) The responsibility for spacecraft control, health and status will remain with NASA throughout the program.

(c) There will be no exchange of funds between ERTS-Zaire and NASA for ERTS-1 operations. This agreement assures ERTS-Zaire access to the ERTS-B satellite without charge for a six month period from the date the ERTS-Zaire ground station begins to acquire ERTS data. It is understood, however, that NASA may thereafter establish some cost-sharing arrangement, such as users' fees, for participating Ground Stations.

(d) It is understood at this stage that NASA cannot make a firm commitment for future ERTS-type satellites.

(e) Decisions taken by the International Telecommunications Union require that radio frequencies for future operational ERTS satellites will differ from those currently used for experimental satellites.

(f) It is understood that ERTS-Zaire and the other Zairian agencies participating in the program will pursue an ERTS open-data policy comparable to that of NASA and other US agencies participating in the program, particularly with respect to the public availability of data. ERTS-Zaire will thus ensure unrestricted public availability of the earth resources satellite data at a fair and reasonable charge based on actual cost.

(g) Training and exchange of technical personnel will take place as mutually agreed.

(h) ERTS-Zaire and NASA will freely share and exchange technical information as mutually agreed, and consistent with the export regulations of the two countries.

(i) It is understood that this project is experimental in character and subject to change in accordance with changes in technical requirements and opportunities.

(j) ERTS-Zaire and NASA may each release general information to the public regarding the conduct of their own portion of the project as desired and, insofar as participation of the other agency is concerned, after suitable coordination.

(k) ERTS-Zaire and NASA will assure that the project is appropriately recorded in still and motion picture photography, and that the photography is made available to the other agency upon request for public information purposes.

(l) It is understood that the ability of ERTS-Zaire and NASA to carry out the responsibilities of this agreement is subject to the availability of appropriated funds.

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7. This Memorandum of Understanding shall enter into force upon signature by ERTS-Zaire and NASA and shall continue in force for four years, subject to extension as may be agreed by ERTS-Zaire and NASA.

For ERTS-Zaire

BISENGIMANA RWEMA,
Directeur du
Bureau du Président

Date : 31 janvier 1975.

For the National Aeronautics
and Space Administration

James C. Fletcher
Administrator

1/6/75
Date

JAMAICA

Agricultural Commodities

Agreement signed at Kingston April 16, 1975;
Entered into force April 16, 1975.
With agreed minutes
Signed at Kingston April 18, 1975.
And amending agreement
Effected by exchange of notes
Dated at Kingston June 9, 1975;
Entered into force June 9, 1975.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF JAMAICA FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Jamaica,

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

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

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

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

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended [1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

[1] 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

PART I - GENERAL PROVISIONS

ARTICLE I

A. The Government of the exporting country undertakes to finance the sale of agricultural commodities to purchasers authorized by the Government of the importing country in accordance with the terms and conditions set forth in this agreement, including the applicable annex which is an integral part of 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 responsibility to reimburse the Government of the exporting country or to deposit any local currency of the importing 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. 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 and in the applicable annex.

C. 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 specified elsewhere in this agreement as follows:

1. 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.

2. 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.

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 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

3. take all possible measures to prevent the export of any commodity of either domestic or foreign origin which is the same as the commodities financed under 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 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 Item I, Part II 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 received under the agreement: the name of each vessel; the date of arrival; the port of arrival; the commodity and quantity received; the condition in which received; the date unloading was completed; and the disposition of the cargo, i.e., stored, distributed locally, or, if shipped where shipped,

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 and exports by country of origin or destination of commodities which are the same as 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 of 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 purpose 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 which is not less favorable to the Government of the exporting country than the highest of exchange rates legally obtainable in the importing country and which is not less favorable to the Government of the exporting country than the highest of exchange rates 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 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)
Blended Foods	1975	5,200	$ 1,500
		Total	$ 1,500

ITEM II. Payment Terms:

Dollar Credit

1. Initial Payment - 5 percent
2. Currency Use Payment - None
3. Number of Installment Payments - 18
4. Amount of Each Installment Payment - approximately equal annual amounts
5. Due Date of First Installment - one year after date of last delivery of commodities in each calendar year
6. Interest Rate - 3 percent per annum

ITEM III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements
Blended Foods	1975	None

ITEM IV. Export Limitations:

A. With respect to each commodity financed under this agreement the export limitation period for the same commodities shall be United States fiscal year 1975 or any subsequent United States Fiscal Year during which said commodities financed under this agreement are being imported or utilized.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as the commodity financed under this agreement are: for blended foods - blended foods.

ITEM V. Self-Help Measures:

The Government of Jamaica agrees to:

1. Strengthen the Forest Department of the Ministry of Agriculture by improving its organization, administration, and physical facilities and increasing reforested acreage.
2. Continue and improve as much as possible the coordinated efforts of population control programs through the National Family Planning Board.
3. Use its best efforts to increase the production of local food crops through Operation G. R. O. W. by furnishing through governmental and private means additional acreage for cultivation.
4. Strengthen, expand and improve the nutritional aspects and the preparation and distribution of foods in the school, pre-school and maternal and child health programs through the Nutrition Products Centre and other local facilities.
5. Disseminate information on the storage and handling of food commodities and improve the storage, handling and distribution of these commodities throughout the nation.

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 financing the school feeding program of the Government of Jamaica.

ITEM VII. Other Provisions:

The Government of Jamaica understands that the Food for Peace Act (PL 480) [1] requires the agreement to provide for termination whenever

[1] 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

the Government of the United States of America finds that the self-help program described in the agreement is not being adequately developed and that the Government of the United States of America can terminate the agreement in such a case under the termination clause in Part III of the agreement.

PART III - FINAL PROVISIONS:

A. This agreement may be terminated by either Government by notice of termination to the other Government. 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.

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

DONE at Kingston, Jamaica, in duplicate, this 16th day of April 1975.

FOR THE GOVERNMENT OF JAMAICA

Michael Manley
Prime Minister and
Minister of External Affairs

David H. Coore
Minister of Finance

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Sumner Gerard
Ambassador

DOLLAR CREDIT ANNEX TO THE AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF JAMAICA FOR SALES OF AGRICULTURAL COMMODITIES

The following provisions apply with respect to the sales of commodities financed on dollar credit terms;

1. The Government of the exporting country shall bear the cost of ocean freight differential for commodities it requires to be carried in United States flag vessels, but it shall not finance the balance of the cost of ocean transportation of such commodities.

2. With respect to commodities delivered in each calendar year, 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.

This 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.

3. Interest on the unpaid balance of the principal due the Government of the exporting country for commodities delivered in each calendar year under this agreement shall begin on the date of last delivery of these commodities in such 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 not later than the due date of each installment payment of principal. For the period 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.

4. 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 uses set forth in Part II of this agreement, shall not be 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 payment if any, made by the Government of the importing country pursuant to the proviso in Section 103 (b) of the Act (such payment is herein called 'the currency use payment'). 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 procedures,

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 the case of expenditures the budget sector in which they were used.

5. The computation of the initial payment under Part I, Article II, A of this agreement and all computations of principal and interest under numbered paragraphs 2 and 3 of this annex shall be made in United States dollars.

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

a. 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 in the importing country, or

b. The payment 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.

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AGREED MINUTES OF P. L. 480, TITLE I NEGOTIATIONS
KINGSTON, JAMAICA

1. The negotiating session was held on April 10, 1975. The meeting was convened at 15:00 in the Ministry of Finance, GOJ, Kingston. It was chaired by Mr. Rupert Mullings, Deputy Financial Secretary, Ministry of Finance.

Attending were:

Mr. Rupert Mullings, Ministry of Finance
Miss Rachael McLean, Ministry of Finance
Mrs. Lynnette White, National Planning Agency
Dr. Errol Miller, Permanent Secretary, Ministry of Education
Mr. Charles Bedasse, Ministry of Education
Mr. Charles Campbell, AID Affairs Officer, USAID/Jamaica
Mr. John H. Dunlap, Food for Peace Officer, USAID/Jamaica

2. Mr. Mullings opened the meeting and asked if this proposed agreement was the same as that of October 11, 1973. Mr. Dunlap advised that it was identical except for the quantities of commodities, the dollar amount and the shopping list. Mr. Dunlap also said that as the Ministry of Health and Environmental Control was a full partner in this agreement, which was not the case in the first agreement, someone from Health probably should be in this meeting. Miss McLean said she had not been able to reach Health to advise them of the meeting. Mrs. White then asked, and Mr. Dunlap agreed, to attend a meeting with the Chief Nutrition Officer of the Ministry of H. & E. C. (Miss Helen Fox) at 11:00 Friday, April 11, to discuss details of the agreement and help prepare the Ministry's request for commodities. Mr. Mullings then stated that it should not take much time to reach agreement in this meeting as he was fully cognizant of the financial requirements since they were identical to the earlier agreement.

3. Mr. Mullings then requested the shopping list (commodities which would be available). Mr. Campbell advised that he had been assured by Washington that Blended Foods as used in this agreement was not a restrictive term and would include the soya fortified processed grains as well as the corn soya blend and wheat soya blend. This would serve the Nutrition Products Center as basic in its requirements are 6% Soya Fortified Wheat Flour and Soya Fortified Bulgur. He then read the list; CSB, WSB (instant varieties also if produced), and soya fortified bulgur, 6% and 12% soya fortified wheat flour, soya fortified rolled oats, soya fortified cornmeal and possibly soya fortified rolled wheat if it is produced. It was explained that the term Blended Foods would not include any commodities other than those processed with soya, i.e. blended or fortified.

4. The GOJ was advised by Mr. Campbell that although the agreement provides for 5,200 metric tons of commodities for U.S. $1.5 million, because of supply problems and limitations on PL 480 expenditures, it might become necessary to withhold some shipments during the supply period. Although it is true that such action can be taken pursuant to Part I of the agreement it was felt necessary to call it to the attention of the GOJ representatives. Also, it was made clear that the dollar figure was

controlling and if prices were to rise to such an extent that 5,200 metric tons could not be purchased for US $1.5 million, the lesser tonnage would have to be acceptable. Mr. Dunlap also said that if prices fell and more tonnage could be purchased and was requested by GOJ, authorization by USDA/Washington would be required.

5. Mr. Campbell then explained the time element; that June 30, 1975 was the deadline for delivery of commodities on board vessels in U.S. ports. This means arrival in Kingston mid July. The two problems then to confront the GOJ would be (a) to prepare orders for commodities and transmit them to the Jamaican Embassy in Washington and to USAID Jamaica immediately after the signing, and (b) to consider the storage problem. It was agreed that 5,200 metric tons would serve GOJ requirements for a year, thus some commodities would need to be stored for that period. This would be a difficult task as well as being expensive and chancey.

6. On storage Dr. Miller thought the MOE had sufficient for its requirements but as the shipments would arrive in July and schools were not in session June into September the problem would be more serious. He said probably five months supply could be held without deterioration or spoilage. This would carry them into January. Although the MOH&EC was not represented the consensus was that it would have a serious problem holding commodities beyond six months.

7. Dr. Miller and Mr. Badesse agreed to prepare an order list soon and submit immediately after signing. Mrs. White said Health would do the same after meeting with Mr. Dunlap on April 11.

8. Mr. Campbell raised the question of reporting and mentioned that reports under the October 11 agreement had not been submitted in a timely fashion. Mr. Mullings said the people who would handle this agreement would have to comply with regulations.

8. On the matter of agents in the U.S. representing the GOJ, Mr. Mullings said they would use the same agents and procedures as during implementation of the first agreement. This was satisfactory.

10. Publicity was agreed to be handled as during the past year.

11. The self-help measures were discussed and agreed.

12. It was agreed that arrangements for signing would be completed by telephone and the signing would be scheduled for a day during the week of April 14.

13. The meeting was adjourned at 16:00.

No further formal meetings were contemplated but individual, informal meetings between representatives of the Ministries of Finance, Education and Health and Environmental Control with Mr. John H. Dunlap, Food for Peace Officer, USAID/Jamaica were planned until details with respect to requirements and reporting were completed.

Charles P. Campbell [1] R. Mullings [2]

18 April 1975

[1] Charles P. Campbell
[2] R. Mullings

[AMENDING AGREEMENT]

The American Embassy to the Jamaican Ministry of External Affairs

No. 54

The Embassy of the United States of America presents its compliments to the Ministry of External Affairs of the Government of Jamaica and has the honor to refer to the United States Public Law 480, Title I, Agricultural Sales Agreement signed by representatives of our two governments on April 16, 1975, and to propose that agreement be amended as follows:

In Part II, Item I, entitled Commodity Table, under the column marked Supply Period, delete "1975" and insert "1975 plus first six months of FY 1976 (through December 31, 1975)." All other terms and conditions of the April 16, 1975 Title I Agreement are to remain the same. We 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.

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

EMBASSY OF THE UNITED STATES OF AMERICA
KINGSTON, JAMAICA, *June 9, 1975.*

The Jamaican Ministry of External Affairs to the American Embassy

The Ministry of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the United States Public Law 480, Title 1, Agricultural Sales Agreement signed by representatives of our two governments on April 16, 1975.

The Prime Minister agrees with the amendment proposed in the US Embassy's Note No. 54 dated 9th June, 1975, and concurs that that Note and this reply will constitute an agreement between our two governments effective on the date of this reply - i.e. 9th June, 1975.

The Ministry 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.

Ministry of External Affairs
Kingston, Jamaica.
9th June, 1975.

MEXICO

Illegal Entry of Migratory Workers

Agreement signed at Washington July 18, 1973;
Entered into force July 18, 1973.

JOINT STATEMENT

On July 16th and 17th, 1973, conversations took place in Washington D.C. between representatives of the Government of Mexico and officials of the Government of the United States with the purpose of: exchanging information as to what the respective governments have accomplished in solving the problem of the flow of Mexican migratory workers illegally entering the United States in search of job opportunities; examining the progress made in the comprehensive study of the problem, as well as the administrative and other measures applied to same; and identifying the areas in which cooperation may be established between the two governments to help resolve the said problem.

The United States group was led by Mr. Leon Ulman, Deputy Assistant Attorney General, Department of Justice (a list of members of the United States group appears in Annex 1) and the Mexican Interdepartmental Commission for the Study of the Surreptitious Migration of Mexican Workers to the United States was headed by Dr. Juan Barona Lobato, Consul General of the Secretariat of Foreign Affairs (a list of the members of the Mexican Commission appears in Annex number 2).

During the course of the conversations, after a fruitful and wide exchange of information pertaining to the studies made by the respective working groups and the measures adopted, the Mexican Commission pointed out the actions taken by the Government of Mexico in various fields concerning the unemployed rural worker; the development of sources of employment, and especially the new governmental policy directed toward the reorganization of agricultural productivity, as well as other administrative practices which can be implemented immediately in order to reduce the illegal migratory flow. The Mexican Commission also provided, for the official use of the United States Government, a copy of its study report containing conclusions and recommendations to its government, with the understanding that it does not necessarily represent the approved policy of the Government of Mexico.

For its part, the United States group provided to the Mexican Commission the report prepared by the former United States Special Study Group on Illegal Immigrants from Mexico, with the understanding that the report contains the conclusions and recommendations of the Special Study Group and does not necessarily represent the approved policy of the Government of the United States.

The United States group, recognizing the unfortunate social and economic disruptions caused by illegal immigration and the attending detention and removal of the illegal immigrants, proposed steps to alleviate, so far as possible, the administrative and personal inconveniences. With this in mind, the Immigration and Naturalization Service of the United States Department of Justice agreed that Mexican consular personnel may be stationed in its various detention centers in order to assist Mexican nationals with their pending claims, legal or otherwise, and to facilitate the administrative steps related to their return to Mexico. The Service further agreed to designate an officer or other representative at each of its several detention centers to maintain liaison with the appropriate Mexican consular representative and to assist Mexican nationals with regard to personal problems incident to their return to Mexico.

The Mexican Commission and the United States group recognized that the problem is extremely complex and one in which economic structures, cultural patterns, and historical and other factors inter-act. It was further recognized that bilateral cooperative measures are required to control the problem since experience of the past few

years shows that the uncontrolled migratory flow, subject only to economic factors, has been very detrimental to both countries, eliciting a series of illegal activities and promoting the clandestine traffic of workers to the prejudice of human dignity.

The Mexican Commission and the United States group agreed to recommend to the two governments the abrogation of Article I of the Visa Agreement of 1953,[1] as a measure which would effectively prevent the unlawful use of official credentials or identification documents referred to in said provision.

The Mexican Commission and the United States group recognized the need for exchanging information concerning illegal recruiters, traffickers, and smugglers of aliens and vendors of fraudulent documents. Accordingly it was recommended that the program to exchange such information between the two governments be continued, and expanded where possible, looking toward the criminal prosecution of such persons in either country.

Mention was made of the fact that there appeared to be no legal impediment from the standpoint of either United States or Mexican law for interested parties in either

[1] TIAS 2912, 7847; 5 UST 175; 25 UST 1172.

country directly contacting prospective workers or employers with the view towards employing Mexican nationals in the United States, provided that both workers and employers comply with applicable laws of both countries in connection with such employment.

It was agreed that a third meeting in the near future between officials of the two governments would be desirable, with a mutually approved agenda, for the purpose of continuing the examination of the problems involved and to propose appropriate formulas for their resolution.

Signed at Washington D.C., on July 18, 1973

Leon Ulman

Juan Barona Lobato

ANNEX I

United States Ad Hoc Group

Mr. Leon Ulman	Chairman Deputy Assistant Attorney General Department of Justice
Mr. Herbert Blackman	Deputy Assistant Secretary Department of Labor
Mr. James F. Greene	Acting Commissioner Immigration and Naturalization Service Department of Justice
Mr. Charles Gordon	General Counsel Immigration and Naturalization Service Department of Justice
Mr. Warren Grimes	Attorney Adviser Department of Justice
Dr. Don A. Paalberg	Director Agricultural Economics Department of Agriculture
Mr. Kenneth D. Bell	Acting Director Office of Technical Support Department of Labor
Mr. Manuel Carrillo	Director Office of Spanish Surnamed Americans Department of Health, Education and Welfare
Mr. Charles P. Torrey	Director Office of Mexican Affairs Department of State
Mr. Julio Arias	Visa Office Department of State

ANNEX 2

Mexican Interdepartmental Commission

Dr. Juan Barona Lobato	Chief of Mexican Commission Consul General Secretariat of Foreign Affairs
Dr. Alberto Becerra-Sierra	Secretary of Mexican Commission Minister-Counselor Mexican Embassy in Washington
Mr. Jorge Aguilar Saldana	Director General for Consular Services Secretariat of Foreign Affairs
Dr. Agustin Avila Jauffred	Director General of Population Secretariat of Interior
Dr. Jorge A. Vazquez Robles	Director General for Political and Social Research Secretariat of Interior
Dr. Miguel Canton Moller	Director General of Labor Secretariat of Labor and Social Welfare
Dr. Guadalupe Mendoza	Deputy Director of International Affairs Secretariat of Labor
Ing. Francisco Matsumoto Jiraoka	Director of National Council for Developing Human Resources for Industry Secretariat of Public Education
Mr. Jose Aguilar Bufort	Director of National School for Customs Training Secretariat of Finance
Dr. Edilberto Miranda Estrada	Deputy Director for Legal Consultative Matters Office of Attorney General
Dr. Espiridion Payan Gallardo	Deputy Assistant to Chief Department of Agrarian and Colonization Matters

ANNEX 2

Dr. Fernando Pina Soria	Chief Department of Bilateral Matters Secretariat of Foreign Affairs
Dr. Luis A. Ugalde Alvarez	Chief Department of Workers Housing Secretariat of Labor and Social Welfare

DECLARACION CONJUNTA

En Washington, D. C., durante los días 16 y 17 de julio de 1973, se celebraron conversaciones entre representantes del Gobierno de México y funcionarios del Gobierno de Estados Unidos con los propósitos de: intercambiar información acerca de lo que han resuelto los respectivos Gobiernos para resolver el problema de la corriente migratoria de trabajadores mexicanos migratorios que se internan ilegalmente a los Estados Unidos en busca de oportunidades de trabajo; examinar el progreso logrado en el estudio global del problema, asi como en las medidas administrativas y de otra índole aplicadas al mismo, e identificar las áreas en las que es posible establecer cooperación entre los dos Gobiernos para tratar de resolver dicho problema.

La Comisión Intersecretarial para el estudio de la inmigración subrepticia de trabajadores mexicanos a los Estados Unidos, del Gobierno de México, fue encabezada por el licenciado Juan Barona Lobato, Cónsul General del Servicio Exterior Mexicano de la Secretaría de Relaciones Exteriores (la

lista de los miembros de la Comisión mexicana aparece en el anexo número 1) y el grupo de los Estados Unidos estuvo dirigido por el señor Leon Ulman, Subprocurador General Auxiliar del Departamento de Justicia (la lista de los miembros del grupo de Estados Unidos aparece en el anexo número 2).

En el curso de las conversaciones, después de un fructífero y amplio intercambio de información acerca de los estudios efectuados por los respectivos grupos de trabajo y las medidas adoptadas, la Comisión mexicana destacó las acciones tomadas por el Gobierno de México en diversos campos para captar la mano de obra rural desocupada: la promoción de fuentes de trabajo y, principalmente, la nueva política gubernamental dirigida a reorganizar la productividad agrícola, así como otras medidas prácticas administrativas de ejecución inmediata para reducir la corriente migratoria ilegal. La Comisión de México también suministró para uso oficial del Gobierno de los Estados Undios, un ejemplar de su informe que contiene conclusiones y recomendaciones para su Gobierno, bajo el entendido de que dicho informe no representa necesariamente la política aprobada por el Gobierno de México

Por su parte, el grupo de Estados Unidos proporcionó

a la Comisión de México el informe preparado por el anterior Grupo especial de estudio de los Estados Unidos sobre inmigrantes ilegales procedentes de México, en el entendimiento de que el informe que contiene las conclusiones y recomendaciones del grupo especial de estudio no representa necesariamente la política aprobada por el Gobierno de los Estados Unidos.

El Grupo de Estados Unidos reconociendo los efectos sociales y económicos infortunados causados por la inmigración ilegal y la resultante detención y expulsión de los inmigrantes ilegales, propuso medidas para reducir, tanto como sea posible, las molestias personales derivadas del procedimiento administrativo. Teniendo en cuenta lo anterior, el Servicio de Inmigración y Naturalización del Departamento de Justicia de los Estados Unidos convino en que personal consular mexicano pueda ser destacado en sus diversos centros de detención a fin de auxiliar a los nacionales mexicanos en sus reclamaciones pendientes, de carácter legal o de otra índole, y para facilitar las medidas administrativas relacionadas con su regreso a México. También dicho Servicio convino en designar un funcionario u otro representante en cada uno

de sus diversos centros de detención para mantener enlace con el representante consular mexicano comptente y para ayudar a los nacionales mexicanos respecto a los problemas personales incidentales con su regreso a México.

La Comisón de México y el Grupo de Estados Unidos reconocieron que el problema es extremadamente complejo y que en él interactúan factores de las estructuras económicas, patrones culturales, históricos y otros. Además se reconoció que se requieren medidas de cooperación bilateral para controlar el problema, ya que la experiencia de los últimos años demuestra que la corriente migratoria incontrolada, sujeta solamente a factores económicos, ha sido muy perjudicial para ambos países, provocando una serie de actividades ilegales y fomentando el tráfico clandestino de trabajadores en detrimento de la dignidad humana.

La Comisión mexicana y el Grupo de Estados Unidos convinieron en recomendar a los dos Gobiernos la derogación del Artículo I del Acuerdo sobre Visas de 1953, como una medida que podría evitar efectivamente el uso ilegal de credenciales gubernamentales o documentos de identificación mencionados en dicha disposición.

La Comisión mexicana y el Grupo de Estados Unidos reconocieron la necesidad de intercambiar información concerniente a los reclutadores ilegales, traficantes, y contrabandistas de extranjeros asi como vendedores de documentos fraudulentos. En consecuencia se recomendó que se continúe el programa para intercambiar dicha información entre los dos Gobiernos, ampliándola cuando ésto sea práctico, con miras a la persecución criminal de tales personas en cualquiera de los dos países.

Se hizo mención del hecho de que no aparece ningún impedimento legal tanto desde el punto de vista de la Legislación de los Estados Unidos como de la Legislación mexicana para que particulares interesados de uno y otro país pudieran ponerse en comunicación directa con trabajadores aspirantes o patrones con la mira de emplear nacionales de México en los Estados Unidos, siempre que los trabajadores como los empleadores cumplan con las leyes aplicables de ambos países en relación con tal empleo.

Se convino en que en un futuro cercano sería deseable una tercera reunión entre los funcionarios de los dos Gobiernos, con una agenda aprobada mutuamente, con el propósi-

to de continuar el examen de los problemas involucrados y para proponer fórmulas adecuadas para su resolución.

Firmado en Washington, D. C., el 18 de julio de 1973.

Leon Ulman

Lic. Juan Barona Lobato

GRUPO AD-HOC DE LOS ESTADOS UNIDOS

Sr. Leon Ulman	Jefe del Grupo Subprocurador General Auxiliar Departamento de Justicia
Sr. Herbert Blackman	Subsecretario Auxiliar Departamento del Trabajo
Sr. James F. Greene	Comisionado en Funciones Servicio de Inmigración y Naturalización Departamento de Justicia
Sr. Charles Gordon	Consejero General Servicio de Inmigración y Naturalización Departamento de Justicia
Sr. Warren Grimes	Asesor Legal Departamento de Justicia
Sr. Don A. Paalberg	Director de Asuntos Económicos Agrícolas Departamento de Agricultura
Sr. Kenneth D. Bell	Director en Funciones Oficina de Asistencia Mexicana Departamento del Trabajo
Sr. Manuel Carrillo	Director Oficina de Asuntos de Americanos de Apellido Español Departamento de Salubridad Educación y Bienestar.
Sr. Charles P. Torrey	Director Oficina de Asuntos Mexicanos Departamento de Estado
Sr. Julio Arias	Oficina de Visas Departamento de Estado

COMISION INTESECRETARIAL PARA ESTUDIO DE LA INMIGRACION SUBREPTICIA DE TRABAJADORES MEXICANOS A LOS ESTADOS UNIDOS DE AMERICA

Lic. Juan Barona Lobato	Jefe de la Comisión Mexicana Cónsul General Secretaría de Relaciones Exteriores
Lic. Alberto Becerra Sierra	Secretario de la Comisión Mexicana Ministro Embajada de México
Sr. Jorge Aguilar Saldaña	Director General del Servicio Consular, Secretaría de Relaciones Exteriores
Lic. Agustín Avila Jauffred	Director General de Población Secretaría de Gobernación
Lic. Jorge A. Vázquez Robles	Director General de Investigaciones Políticas y Sociales Secretaría de Gobernacion.
Lic. Miguel Cantón Moller	Director General del Trabajo Secretaría del Trabajo y Previsión Social
Lic. Guadalupe Mendoza	Subdirectora de Asuntos Internacionales Secretaría del Trabajo y Previsión Social
Ing. Francisco Matsumoto Jiraoka	Director del Consejo Nacional de Recursos Humanos para la Industria Secretaría de Educación Pública
Sr. José Aguilar Bufort	Director de la Escuela Nacional de Adiestramiento Aduanal Secretaría de Hacienda y Crédito Público.

Lic. Edilberto Miranda Estrada	Subdirector Jurídico y Consultivo Procuraduría General de la República.
Lic. Espiridión Payán Gallardo	Secretario Auxiliar del Jefe del Departamento de Asuntos Agrarios y Colonización
Lic. Fernando Piña Soria	Jefe del Departamento de Asuntos Bilaterales Secretaría de Relaciones Exteriores
Lic. Luis A. Ugalde Alvarez	Jefe del Departamento de la Habitación de los Trabajadores Secretaría del Trabajo y Previsión Social.

CZECHOSLOVAK SOCIALIST REPUBLIC

Air Transport Services

Agreement extending the agreement of February 28, 1969, as amended and extended.
Effected by exchange of notes
Signed at Prague June 17 and July 29, 1975;
Entered into force July 29, 1975;
Effective June 1, 1975.

The American Chargé d'Affaires ad interim to the Czechoslovak Head, Sixth Department, Federal Ministry of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 116 Prague, June 17, 1975

Sir:

I have the honor to refer to the Air Transport Agreement between the Government of the United States of America and the Government of the Czechoslovak Socialist Republic signed at Prague on February 28, 1969, to the Protocol of May 24, 1972, which extended that Agreement, with modifications, until May 31, 1974, and to the Agreement effected by the exchange of notes of May 28, 1974, [1] amending and extending the Air Transport Agreement and Protocol until May 31, 1975. Although mutually acceptable conditions for the implementation of

Article

Ing. Jaroslav Zantovsky,

Head, Sixth Department,

Federal Ministry of Foreign Affairs

of Czechoslovakia,

Prague.

[1] TIAS 6644, 7356, 7881; 20 UST 408; 23 UST 909; 25 UST 1470.

Article X of the Agreement have not yet been achieved, my Government is prepared to agree to a further extension of the Agreement and Protocol, as modified by the Agreement effected by the exchange of notes of May 28, 1974, in order to permit the continuation of air services between the two countries after May 31, 1975.

Accordingly, I have the honor to propose, on behalf of my Government, that the Air Transport Agreement, as amended by the Protocol of May 24, 1972, and the Agreement effected by the exchange of notes of May 28, 1974, be extended through December 31, 1976.

If the foregoing proposal is acceptable to your Government, I have the honor to propose that this note and your reply to that effect constitute an agreement between our two Governments extending the Air Transport Agreement, the Protocol and the Agreement of May 28, 1974, which shall enter into force on June 1, 1975.

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

JACK PERRY

Jack Perry
Charge d'Affaires ad interim

The Czechoslovak Head, Sixth Department, Federal Ministry of Foreign Affairs, to the American Chargé d'Affaires ad interim

FEDERALNI
MINISTERSTVO ZAHRANIČNICH VĚCI [1]

No. 104.103/75

Prague, July 29, 1975

Sir,

I have the honour to acknowledge the receipt of your Note No. 116, dated June 17, 1975, which reads as follows :

"I have the honour to refer to the Air Transport Agreement between the Government of the United States of America and the Government of the Czechoslovak Socialist Republic signed at Prague on February 28, 1969, to the Protocol of May 24, 1972, which extended that Agreement, with modifications, until May 31, 1974, and to the Agreement effected by the exchange of notes of May 28, 1974, amending and extending the Air Transport Agreement and Protocol until May 31, 1975. Although mutually acceptable conditions for the implementation of Article X of the Agreement have not yet been achieved, my Government is prepared to agree to a further extension of the Agreement and Protocol, as modified by the Agreement effected by the exchange of notes of May 28, 1974, in order to permit the continuation of air services between the two countries after May 31, 1975.

Mr. Jack Perry,
Chargé d'Affaires a. i.
Embassy of the United States of America
Prague

[1] In translation reads "Federal Ministry of Foreign Affairs".

Accordingly, I have the honour to propose, on behalf of my Government, that the Air Transport Agreement, as amended by the Protocol of May 24, 1972, and the Agreement effected by the exchange of notes of May 28, 1974, be extended through December 31, 1976.

If the foregoing proposal is acceptable to your Government, I have the honour to propose that this note and your reply to that effect constitute an agreement between our two Governments extending the Air Transport Agreement, the Protocol and the Agreement of May 28, 1974, which shall enter into force on June 1, 1975."

I have further the honour to inform you that the proposed arrangements are acceptable to the Government of the Czechoslovak Socialist Republic and to agree that your Note and this reply shall be regarded as constituting an agreement between the two Governments that the Air Transport Agreement between the Government of the Czechoslovak Socialist Republic and the Government of the United States of America, as amended by the Protocol of May 24, 1972, and the Agreement effected by the exchange of Notes of May 28, 1974, be extended through December 31, 1976.

I avail myself of this opportunity to renew to you the assurances of my high consideration.

Yours sincerely

Ing. J. Žantovský
Head, Sixth Department,
Federal Ministry of Foreign Affairs
of the Czechoslovak Socialist Republic
Prague

INDONESIA

Agricultural Commodities

Agreement signed at Jakarta May 30, 1975;
Entered into force May 30, 1975.
With agreed minutes.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA
AND THE GOVERNMENT OF THE REPUBLIC OF INDONESIA
FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Indonesia.

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

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

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

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

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended [1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

[1] 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*

PART I - GENERAL PROVISIONS

ARTICLE I

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

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

1. the issuance by the Government of the exporting country of purchase authorizations and their acceptance by the Government of the importing country; and

2. the availability of the specified commodities at the time of exportation.

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

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

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

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

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

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

ARTICLE II

A. Initial Payment

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

B. Currency Use Payment

The Government of the importing country shall pay, or cause to be paid, upon demand by the Government of the exporting country in amounts as it may determine, but in any event no later than one year after the final disbursement by the Commodity Credit Corporation under this agreement, or the end of the supply period, whichever is later, such payment as may be specified in Part II of the 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.

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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 IL.

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 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. Identificstion and Publicity

The Government of the importing country shall undertake such measures as may be mutually agreed prior to delivery for the identificstion 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 (CY)	Approx. Max. Quantity	Max. Market Value
Cotton	1975	195,000 Bales	$40.9 million
		Total	$40.9 million

ITEM II. Payment Terms:

Convertible Local Currency Credit (CLCC)

1. Initial Payment - Fifteen (15) percent
2. Currency Use Payment - Ten (10) percent for Section 104(A) purposes
3. Number of Installment Payments - Twenty (20)
4. Amount of Each Installment Payment - Approximately equal annual amounts
5. Due Date of First Installment Payment - Six (6) years after date of last delivery of commodities in each calendar year
6. Initial Interest Rate - Three (3) percent
7. Continuing Interest Rate - Four (4) percent

ITEM III. Usual Marketing Table:

Commodity	Import Period (CY)	Usual Marketing Requirement
Cotton	1975	117,000 bales of which at least 99,000 bales shall be imported from the United States of America

ITEM IV. Export Limitations:

A. Export Limitation Period: The export limitation period shall be the United States Calendar Year 1975 or any subsequent U. S. calendar year in which commodities financed under this agreement are being imported or utilized.

B. Commodities To Which Export Limitations Apply: For the purposes of Part I, Article III A (4), of this agreement, the commodity which may not be exported is cotton and cotton textiles (including Yarn and Waste), except Batiks and similar handicraft products and as noted in Sub-Paragraph C, below.

C. Permissible Export:

Commodity	Quantities and Conditions	Period Exports Permitted
Cotton Textiles, General	If the export limitation shown in sub-paragraph B, above, 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 Indonesia and paid for with the resources of the importing country, but such offset purchase requirement need not exceed the level of total Title I, PL-480 imports during the supply period.	During U.S. CY 1975 and any subsequent comparable supply period during which cotton purchased under this agreement is being imported or utilized.
Cotton Textiles, Export to Laos	The Government of the Republic of Indonesia may export to Laos up to 500,000 meters of blended textiles with a raw cotton content equivalent in weight of 120 bales (480 pounds net) under the provisions of the GOI/LAO PGNU loan agreement signed January 31, 1975.	The authorized export quantity during U. S. CY 1975 or any subsequent period during which cotton purchased under this agreement is being imported and utilized.

ITEM V. Self-Help Measures:

The Government of Indonesia continues to accord high national priority to increasing production of food. To consolidate gains in recent years and to assure continued progress, the GOI intends:

A. To continue efforts to achieve progress in agricultural production through:

1. Agricultural Research
2. Production and Distribution of Improved Seeds
3. Expansion of the Supply of Agricultural Credit
4. Strengthening Agricultural Extension
5. Expanding and Improving Agricultural Education at the Secondary and University Levels

B. To improve the marketing system including procurement procedures for Government stabilization programs, and improvement of facilities for handling and storage of grains.

C. To expand production of secondary crops such as corn, especially in multiple cropping programs.

D. To expand the supply and improve the distribution of fertilizer, insecticides and herbicides.

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 the agreement and for other projects and programs contained in the development budget of the Government of the Republic of Indonesia.

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 Jakarta, Indonesia, in duplicate, this 30th day of May, 1975.

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

Donald R. Toussaint

[SEAL]

FOR THE GOVERNMENT OF THE REPUBLIC OF INDONESIA [2]

[1] Donald R. Toussaint
[2] B. S. Arifin

AGREED MINUTES

The following minutes of negotiation of the PL-480, Title I Agreement of May 30, 1975 are agreed upon by the representatives of the signatory Governments:

1. The representatives of the Government of Indonesia understood that the Preamble and Parts I and III are standard and applicable to all Title I PL-480 Agreements.

2. The attention of the representatives of the Government of Indonesia has been called to the provisions of Part II, specifically to the time period restrictions and quantities of cotton required to be purchased commercially against the Usual Marketing Requirement (UMR) with its own resources.

3. In addition to the delivery limitations and UMR purchases noted in the preceding minute, the representatives of the Government of Indonesia understood that:

a. shipments not loaded on board or receiving custody Bill of Lading by June 30, 1975 must be charged to the United States Fiscal Year 1976 budget, and could reduce the United States capability for further assistance during that fiscal year by the value of such shipments;

b. imports from USSR, People's Republic of China, Eastern Europe (except Poland and Yugoslavia), Cuba, North Vietnam and North Korea, commodities imported under PL-480, or grants received from the United States or other sources cannot be counted toward the UMR.

4. The representatives of the Government of Indonesia understood that short term commercial credit (6 to 36 months) is available through the CCC Export Credit Sales Program to Indonesian buyers purchasing U. S. cotton, but subject first to the Government of Indonesia request for and approval of a CCC credit line to Indonesia by the United States Department of Agriculture and that this source of financing may be used to satisfy the UMR.

5. The Government of Indonesia will take effective steps to reduce losses connected with the handling and storage of PL-480 commodities; will enforce strict accountability for the commodities until they are in the hands of the private trade; and, in case of damage or loss attributable to the ocean carrier, will make and vigorously follow up claims for reimbursement for such damage or loss.

6. The representatives of the Government of Indonesia understand that certain reports are required in connection with this Agreement, on the arrival and disposition of commodities, permissible exports, the use of sales proceeds, progress in agricultural self-help and the allocation of rupiahs generated by the Agreement. The representatives of the Government of Indonesia will make appropriate arrangements to:

a. furnish the Embassy of the United States of America a report by the fifteenth of January, April, July and October under provisions contained in Article III, D. of this Agreement;

b. return completed "arriving and shipping information" (ADP Sheets) with appropriate notations certifying receipt of all commodities as soon as possible, but not later than 30 days from the date of unloading or 30 days from the receipt of the ADP Sheets, whichever is later;

c. submit annual reports on progress of agricultural self-help by November 15.

7. The Government of Indonesia understands that if it engages the services of a U. S. person or firm as its agent to handle the procurement of a commodity and/or ocean transportation, such agent must be approved by the United States Department of Agriculture. A copy of the written agreement between the Government of Indonesia and the U. S. agent must be submitted to the United States Department of Agriculture for prior approval to the issuance of the applicable purchase authorization.

8. In compliance with the provisions of Article III, I. of this Agreement, the Government of Indonesia agrees to give publicity to the provisions of this Agreement by issuing suitable press releases at the time of signing and at the time of issuance of each Purchase Authorization applied for under this Agreement.

DONE at Jakarta on this 30th day of May, 1975.

UNITED STATES OF AMERICA [1]

Verle E. Lanier

AGRICULTURAL ATTACHE

REPUBLIC OF INDONESIA [2]

Bustanil Arifin

CHAIRMAN PL-480 TEAM

[1] Verle E. Lanier
[2] Bustanil Arifin

COLOMBIA

Peace Corps

Agreement signed at Bogotá April 2, 1963;
Entered into force July 12, 1963.

BASIC AGREEMENT BETWEEN THE GOVERNMENT OF COLOMBIA AND THE UNITED STATES PEACE CORPS FOR THE PEACE CORPS PROGRAM IN COLOMBIA

The Government of Colombia, represented by Doctor Aurelio Camacho Rueda, Minister of the Interior, identified as shown at the end of this document, hereinafter referred to as "The Government", on the one hand, and the United States Peace Corps, represented by Mr. Christopher B. Sheldon, the Director for Colombia, identified by United States passport No. YO-37275, hereinafter referred to as "The Peace Corps;"

WHEREAS:

1. The Government wishes to use the services of the United States Peace Corps Volunteers to carry out economic and social development projects in Colombia; and

2. Since the agreement concluded previously, pursuant to Law 24 of 1959 of Colombia, by the Government of Colombia and CARE (Cooperative for American Relief Everywhere) referred only to the specific project of Joint Peace Corps-CARE action, it is necessary to conclude, under that law, a basic agreement between them relating to the special technical assistance program of the Peace Corps.

Have agreed as follows:

I. The Government of Colombia undertakes:

1. To receive such Peace Corps Volunteers as may arrive in Colombia in accordance with this agreement and to afford them the aid and protection needed to perform their duties in accordance with the Peace Corps purposes;

2. To inform United States Peace Corps representatives fully concerning all matters relating to the implementation of the Peace

Corps program in Colombia in so far as the Government of Colombia is concerned, and to consult and cooperate with the said representatives on all these matters;

3. To receive in Colombia the local Peace Corps Director and such personnel as are needed to carry out the program of the Peace Corps and as are acceptable to the Government of Colombia, whether such personnel are used by the Government of the United States of America directly or by private organizations that, under this Agreement, discharge functions relating to the activities of the Peace Corps by contract with that Government.

4. Pursuant to Colombia Law 24 of 1959:

(a) To exempt from duties, import deposits, and all kinds of taxes, fees, and charges, all the equipment and provisions introduced into Colombia for purposes of this Agreement; these exemptions shall include the personal effects of the Peace Corps Volunteers and non-Colombian personnel employed by private organizations under contract with the Government of the United States of America that are introduced into Colombia for personal use, in accordance with the provisions of Article 8 (d) and Articles 22, 23, and 24 of Decree 3135 of 1956 of Colombia; but shall not include the articles referred to in Article 37 thereof.

(b) To exempt Peace Corps Volunteers and non-Colombian personnel employed directly by the Government of the United States of America or by private organizations under contract with that Government, to discharge functions under this Agreement from payment of income and other taxes on all wages, salaries, and allowances, and on all sums of money sent to them by their families or any other income obtained by any of them from sources outside Colombia:

5. To grant the Peace Corps Director in Colombia and the other Peace Corps administrative personnel within the country employed directly by the Government of the United States of America exemption from import licenses, import deposits, customs duties, fees, and charges on personal property introduced into Colombia for their personal use, the same treatment granted by the Government of Colombia to personnel of comparable rank or grade in the Embassy of the United States of America. Article 31 of Decree 3135 will apply to personnel of the United States Government and article 37 of the same Decree to officials under contract with the Government of the United States.

6. To permit the funds brought into Colombia in connection with the Peace Corps programs to be converted into Colombian currency at the highest rate of exchange, subject to applicable laws.

II. The Peace Corps undertakes:

1. To recruit its Volunteers in the United States and assign them to those private or governmental organizations in Colombia that request them, in accordance with the various programs requested by the Government of Colombia and accepted by the Peace Corps.

2. To train Volunteers in order that their work may be effective.

3. To provide a representative of the Government of Colombia, at the request of that Government, with the opportunity to participate in the selection of the Volunteers who are to lend their services hereunder.

4. To provide the transportation of the Volunteers from the United States of America to Colombia and for the return trip to the United States when their missions are completed.

5. To provide the Volunteers with the equipment and supplies agreed on by the Contracting Parties herein as necessary for the effective performance of their tasks.

III. The Peace Corps Director for Colombia or other appropriate representatives of the Government of the United States of America may conclude with appropriate representatives of the Government of Colombia and private organizations within Colombia, contracts or agreements to determine the missions of the Peace Corps Volunteers and implement other aspects of this Agreement.

The said contracts or agreements should be consulted and coordinated jointly by the Peace Corps, the Administrative Department of Planning and Technical Services, and the official or private agency interested in the project in question.

IV. This Agreement shall enter into force on the date of receipt of the approval provided for in Article 2 of Law 24 of 1959 of Colombia and shall remain in force until 90 days after the date on which either party notifies the other of its desire to terminate it.

In Witness Whereof, this Agreement is signed at Bogotá, D.E., Republic of Colombia on _____ [1], 1963, in Spanish and English, both texts being equally authentic.

[1] April 2.

For the Government of Colombia:

REPUBLICA DE COLOMBIA
MINISTER OF THE INTERIOR
DESPACHO DEL MINISTRO
MINISTERIO DE GOBIERNO
CT 390 1958 Bogotá

For the United States Peace Corps:

DIRECTOR FOR COLOMBIA

APROBADO por el Consejo Nacional de Política Económic y Planeación en la sesión del día 9 de Abril de 1963

Bogotá, Abril 10 de 1963

SECRETARIO [1]

REPUBLICA DE COLOMBIA
CONSEJO DE MINISTROS
Bogotá, - 5 JUL. 1963
En sesión de hoy el Consejo de Ministros emitió dictamen favorable acerca del contrato que precede.
EL SECRETARIO. [2]

PRESIDENCIA DE LA REPUBLICA
APROBADO
Bogotá, D. E., 12 JUL. 1963
PRESIDENTE DE LA REPUBLICA [3]

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[1] In translation reads: "Approved by the National Council of Economic Policy and Planning at its meeting of April 9, 1963. Bogotá, April 10, 1963. [Signature] Secretary."

[2] In translation reads:
"Republic of Colombia, Council of Ministers, Bogotá, July 5, 1963.
At its meeting today the Council of Ministers adopted a favorable opinion concerning the preceding contract.
Secretary. [Signature]."

[3] In translation reads:
"Office of the President of the Republic
Approved
Bogotá, D. E., July 12, 1963
[Signature] President of the Republic"

PROYECTO

CONVENIO BASICO.

entre el Gobierno de Colombia y el Cuerpo de Paz de los Estados Unidos de América para el programa del Cuerpo de Paz en Colombia.

** ** **

El Gobierno de Colombia, representado por el Doctor AURELIO CAMACHO RUEDA, Ministro de Gobierno, identificado como consta al pié de este documento, que en adelante se denominará "El Gobierno", por una parte y por otra el Cuerpo de Paz de los Estados Unidos de América, representado por el Director para Colombia, señor Christopher B. Sheldon, identificado con el pasaporte No. YO-37275 de los Estados Unidos de América, que en adelante se denominará "El Cuerpo de Paz".

CONSIDERANDO:

1.- Que el Gobierno desea utilizar los servicios de voluntarios del Cuerpo de Paz de los Estados Unidos de América, en la ejecución de proyectos de desarrollo económico y social en Colombia; y

2.- Que como el Convenio celebrado anteriormente, con arreglo a la Ley 24 de 1959 de Colombia, entre el Gobierno de Colombia y la Cooperativa Americana de Remesas al Exterior (Cooperativa For American Relief Everywhere), - CARE., versó unicamente sobre el proyecto especifico de Acción Comunal del Cuerpo de Paz CARE., es necesario celebrar de conformidad con esa Ley un convenio básico entre ellos, relativo al programa de ayuda técnica particular del Cuerpo de Paz,

Han convenido lo siguiente:

PRIMERO El Gobierno de Colombia se obliga:

1.- A recibir a los voluntarios del Cuerpo de Paz que lleguen a Colombia de a acuerdo con este Convenio y a prestarles la ayuda y la protección necesarias para el ejercicio de las actividades que les incumben con arreglo a las finalidades del Cuerpo de Paz.

2.- A informar plenamente a los representantes del Cuerpo de Paz de los Estados Unidos de América con respecto a todos los asuntos concernientes a la ejecución del programa del Cuerpo de Paz en Colombia en cuanto al Gobierno de Colombia le corresponda, y a celebrar consultas y cooperar con dichos representantes en lo referente a todos estos asuntos.

3.- A recibir en Colombia al Director local del Cuerpo de Paz y al personal que sea necesario para realizar el programa de dicho Cuerpo y que sea aceptable para el Gobierno de Colombia, que sea empleado directamente por el Gobierno de los Estados Unidos de América o por entidades privadas que, de acuerdo con este Convenio, desempeñen funciones relativas a las actividades del Cuerpo de Paz en virtud del contrato con ese Gobierno.

4.- De conformidad con la Ley 24 de 1959 de Colombia:

a) a eximir de derechos de aduana, depósitos previos de importación y de toda clase de impuestos, tasas, contribuciones o gravámenes todo el equipo y todas las provisiones introducidas a Colombia para los fines de este Convenio; estas exenciones comprenderán los bienes personales de los voluntarios del Cuerpo de Paz y del personal no colombiano empleado por entidades privadas bajo contrato con el Gobierno de los Estados Unidos de América; que se introduzca para uso particular con arreglo a las normas del ordinal d), artículo 8o. y de los artículos 22, 23 y 24 del Decreto número 3135 de 1956 de Colombia pero con exclusión de los elementos a que se refiere el artículo 37 del mismo decreto.

b) a eximir del impuesto sobre la renta y complementarios todos los sueldos, emolumentos y bonificaciones pagados a voluntarios del Cuerpo de Paz y al personal no colombiano empleado directamente por el Gobierno de los Estados Unidos de América o por entidades privadas bajo contrato con ese Gobierno para desempeñar funciones de acuerdo con este Convenio, así como las sumas de dinero que le envíen sus familias y cualquier renta obtenida por cualquiera de ellos de fuentes que estén fuera de Colombia.

5.- A conceder al Director del Cuerpo de Paz en Colombia y a los demás miembros del personal directivo de ese Cuerpo en el país, empleado directamente por el Gobierno de los Estados Unidos de américa, con respecto a licencias de importación, depósitos previos de importación, derechos aduaneros, impuestos, tasas, gravámenes y contribuciones sobre las propiedades personales introducidas a Colombia, para su uso, el mismo tratamiento otorgado por el Gobierno de Colombia al personal de rango o grado análogos de la Embajada de los Estados Unidos de América. El Artículo 31 del Decreto 3135 se aplicará al personal oficial del Gobierno de los Estados Unidos, y el Artículo 37 del mismo decreto a los empleados bajo contrato por el mismo Gobierno.

6.- A permitir que los fondos introducidos a Colombia en relación con los programas del Cuerpo de Paz puedan convertirse a moneda corriente Colombiana, al tipo de cambio más alto, con sujeción a normas legales.

SEGUNDA Por su parte el Cuerpo de Paz se obliga:

1.- A reclutar sus voluntarios en los Estados Unidos de América y proporcionarlos a las entidades públicas o privadas de Colombia que los requieran, de acuerdo con los distintos programas solicitados por el Gobierno de Colombia y aceptados por el Cuerpo de Paz.

2.- A adiestrar los voluntarios a fin de que su trabajo sea eficaz.

3.- A proporcionar a un representante del Gobierno de Colombia, a solicitud de éste, la oportunidad de participar en la selección de los voluntarios que hayan de prestar sus servicios de acuerdo con este Convenio.

4.- A suministrar el transporte de los voluntarios desde los Estados Unidos de América hasta Colombia y el de regreso a los Estados Unidos cuando sus misiones terminen.

5.- A suministrar a los Voluntarios el equipo y las provisiones convenidas por las partes contratantes que sean necesarios para cumplir sus funciones de manera eficaz.

TERCERO El Director del Cuerpo de Paz para colombia u otros representantes adecuados del Gobierno de los Estados Unidos de América podrán concertar con representantes adecuados del Gobierno de Colombia y organizaciones privadas - dentro de Colombia contratos o convenios para determinar las misiones de los Voluntarios del Cuerpo de Paz y para ejecutar este convenio en otros aspectos.

Dichos contratos o convenios deberán ser consultados y coordinados entre el Cuerpo de Paz, el Departamento Administrativo de Planeación y Servicios Técnicos y el organismo oficial o privado interesado en el proyecto de que se trate.

CUARTO El presente Convenio regirá a partir de la fecha en que reciba la aprobación prevista en el artículo 2o. de la Ley 24 de 1959 de Colombia y permanecerá vigente hasta noventa días después de la fecha en que cualquiera - de las dos partes notifique por escrito a la otra su voluntad de terminarlo.

EN FE DE LO CUAL se firma el presente Convenio en Bogotá, D.E., República de Colombia, a los dos días del mes de Abril de mil novecientos sesenta y tres, en dos ejemplares castellano e inglés, de un mismo tenor, igualmente auténticos.

Por el Gobierno de Colombia,

MINISTRO DE GOBIERNO,

Por el Cuerpo de Paz de los Estados Unidos de América,

DIRECTOR PARA COLOMBIA,

APROBADO por el Consejo Nacional de Política Económica y Planeación en la sesión del día 9 de Abril de 1963

Bogotá, Abril 10/63

REPÚBLICA DE COLOMBIA
CONSEJO DE MINISTROS

Bogotá, - 5 JUL. 1963

En sesión de hoy el Consejo de Ministros emitió dictamen favorable acerca del contrato que precede.

EL SECRETARIO,

PRESIDENCIA DE LA REPUBLICA
APROBADO
Bogotá, D. E., 12 JUL. 1963

PRESIDENTE DE LA REPUBLICA

EUROPEAN ECONOMIC COMMUNITY

Trade: Cheese Imports

Agreement effected by exchange of letters
Signed at Brussels December 20, 1974 and
January 14, 1975;
Entered into force January 14, 1975.

The Deputy Director General for External Relations, Commission of the European Communities, to the American Ambassador, United States Mission to the European Communities

COMMISSION OF THE EUROPEAN COMMUNITIES
DIRECTORATE-GENERAL FOR EXTERNAL RELATIONS
PROVISIONAL ADDRESS: RUE DE LA LOI 200, B-1040 BRUSSELS

BRUSSELS, *December 20, 1974*

DEAR MR. AMBASSADOR:

Following the suspension by the EC on July 12, 1974, of restitution payments on the export of dairy products to the United States' Zone, you brought to our attention that certain cheeses are being imported from the European Community into the Continental US after having been previously imported into (1) Puerto Rico, the Virgin Islands or other US possessions and territories, and (2) third countries. These shipments, of course, received the EC export restitution payment in effect for exports to third countries. As you know, the intent of the EC common agricultural policy rules is that the restitution payments are made in order to make it possible to sell the dairy products in the country of destination. Transshipments from one zone to another are clearly not intended by these rules.

The Commission has taken certain measures to prevent these transshipments, which may appear to you insufficient to solve the problem mentioned above. Therefore you may take such additional measures, other than countervailling duties, as may legally be possible to prevent such transshipments of certain cheeses to which restitution payments are applicable provided that:

(1) this letter shall not be invoked to prevent the shipment or transshipment of dairy products as to which no restitution payments are applicable,

(2) this letter shall not be invoked to prevent direct shipments from the EC countries directly to Zone E (Continental US),
(3) this letter may be withdrawn by us at any time on 20 days notice.

Our published regulation indicate which dairy products are benefitting from restitution payments at any given time.

Please advise us whether you consider this a suitable basis for solving our present difficulties.

Sincerely yours,

TH. C. HIJZEN

Th. C. Hijzen

H, E. J.A. GREENWALD,
Ambassador,
United States Mission,
Brussels.

The American Ambassador, United States Mission to the European Communities, to the Deputy Director General for External Relations, Commission of the European Communities

UNITED STATES MISSION TO THE EUROPEAN COMMUNITIES

23, AVENUES DES ARTS
1040 BRUSSELS

JANUARY 14, 1975

Mr. THEODORUS HIJZEN
Deputy Director General for
External Relations
European Commission
200 Rue de la Loi
1040 Brussels

DEAR MR. HIJZEN:

Thank you for your letter of December 20, 1974, concerning the importation into the U.S. of certain cheeses originating in Member States of the European Community, which have been previously imported into (1) Puerto Rico, the Virgin Islands and other U.S. possessions and territories, and (2) third countries.

We greatly appreciate the steps taken thus far by the Commission on behalf of the European Community to implement the July 12 suspension of restitution payments on dairy product exports to the United States zone, but as we have informed you significant quantities of such products having benefitted from restitution payments, continue to enter the U.S. through third countries or the other areas described above. We therefore accept your letter of December 20, 1974, which states that the U.S. may take additional measures, in accordance with your intention to prevent such shipments, to stop the entry into the United States of "certain EC origin cheeses" to which such restitution payments are applicable.

You are advised that your letter and this response are considered to constitute the legal basis for the application, under Section 204 of the Agriculture Act of 1956,[1] by the U.S. of a prohibition against the importation into the United States or Puerto Rico of "certain EC origin cheeses" upon which restitution payments have been made for export to Puerto Rico, the Virgin Islands, other U.S. possessions and territories, or any country other than the United States.

The three limitations enumerated in your letter are acceptable to the United States.

Sincerely yours,
J A GREENWALD
Joseph A. Greenwald

[1] 70 Stat. 200; 7 U.S.C. § 1854.

INTERNATIONAL COMMITTEE OF THE RED CROSS

Refugee Relief in the Republic of Viet-Nam, Laos and the Khmer Republic

Agreement amending the agreement of February 20 and March 16 and 17, 1975, as amended.
Signed at Geneva June 11 and 30, 1975;
Entered into force June 30, 1975.

MODIFICATION OF GRANT

1. Amendment No. 3	2. Effective Date 11 JUNE 1975	3. Grant No. AID/ea-G-1066[1] (Regional)	4. Effective Date 1 NOVEMBER 1974
5. Grantee (Name and Address) The International Committee of the Red Cross 7 Avenue de la Poix CH-1211 Geneva, Switzerland		6. Administered by— Grant Officer Regional Operations Division—EA Office of Contract Management Agency for International Development Washington, D.C. 20523	
7. PIO/T No. 498-245-3-6858401A3 Appropriation No. 72-1151030 Allotment Symbol— 530-64-498-00-69-51		8. Previous PIO/Ts— 498-245-3-6858401 498-245-3-6858401A2	

9. The above numbered Grant is hereby modified as follows:

A. That portion of the first paragraph on the front page which reads, "the sum of two million dollars ($2,000,000)" is deleted and the following substituted in lieu thereof, "the sum of seven million dollars ($7,000,000)."

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[1] TIAS 8032, 8078, 8111; *ante*, p. 267, 908, 1308.

B. Attachment A "Purpose and Implementation of Grant" paragraph C is hereby modified by adding the following: "The five million dollars ($5,000,000) added by this amendment will be used to help meet the expenses of the International Committee of the Red Cross for furnishing expanded Red Cross humanitarian relief assistance in Government of Rep. Vietnam areas and Red Cross humanitarian relief assistance to needy persons in Cambodia through April 29, 1975 in the case of South Vietnam and in the case of the Khmer Republic until the ICRC representatives were no longer able to operate and did in fact leave the country. It is understood that the date for Cambodia was April 17, 1975.

C. Attachment A "Purpose and Implementation of Grant" subparagraph E 1 "Obligation and Utilization of Funds" is deleted and the following substituted in lieu thereof.

"E. Obligation and Utilization of Funds

1. The total amount of financial assistance provided hereunder is $7,000,000 and AID's obligation shall not exceed said amount without the written approval of the Grant Officer. The Grant funds will be expended for the programs set forth in "B" above."

10. This amendment is entered into pursuant to the authority of the Foreign Assistance Act of 1961, as amended,[1] and Executive Order No. 11223.[2] Except as herein provided, all terms and conditions of the grant referenced in Block #3 remain unchanged and in full force and effect.

11. Grantee is required to sign this document and return 7 copies to issuing office.

12. GRANTEE

J P HOCKÉ

By: J.-P. Hocké, Director of Operations

REGENASS E.-P. Regenass
(Name typed or printed)

Title *Director, Department of Finance*

Date JUNE 30, 1975

UNITED STATES OF AMERICA
AGENCY FOR INTERNATIONAL DEVELOPMENT

By: FRANCIS L DALE

Francis L. Dale
(Name typed or printed)

Title *Ambassador*

Date JUNE 11, 1975

[1] 75 Stat. 424; 22 U.S.C. § 2151 note.
[2] 30 Fed. Reg. 6635.

CANADA

Seismograph Station Near Kluane Lake, Yukon Territory

Agreement effected by exchange of notes
Dated at Ottawa April 2 and May 9, 1974;
Entered into force May 9, 1974.
And extending agreement
Effected by exchange of notes
Dated at Ottawa July 15 and August 13, 1975;
Entered into force August 13, 1975.

The American Embassy to the Canadian Department of External Affairs

No. 50

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the mutual interest of our two governments and scientific communities in achieving a better understanding of the seismic and tectonic processes as well as earthquake prediction in the active seismic belt which roughly parallels the western coast of our two countries.

Authorities of the United States Geological Survey (USGS) of the Department of the Interior have been in communication with officials of the Seismology Division of the Department of Energy, Mines & Resources for a number of years. Last May, officials of the USGS contacted officials of the Seismology Division (principally, Dr. Kenneth Whitham, who was then head of that Division and has since moved to the position of Director of the Earth Sciences Branch of the Department of Energy, Mines & Resources) concerning the desirability of improving the scientific and technological capability to locate small (Richter magnitude 3 and less) earthquakes in the Yakutat region between 139° and 142° west longitude. At that time, officials of the Seismology Division indicated that they had a continuing interest in this problem but that they unfortunately felt that their priorities precluded their installing a seismological station in the area.

The USGS operates a network of 32 seismological stations extending from Katmai National Monument on the Alaskan Peninsula to Yakutat in southeast Alaska. Subsequent to the discussions referred

to in the preceding paragraph, the USGS found that it was possible for them to fund an additional station which could be utilized on the small earthquake location problem. Recent discussions with officials of the Earth Sciences Branch of the Department of Energy, Mines & Resources have reaffirmed their continuing interest in the small earthquake problem in the Yakutat area.

An important element in these seismic studies is a thorough investigation of current earthquake activity in coastal Alaska between 139° and 142° west longitude. This area, unlike adjacent coastal areas in southeast and south-central Alaska, has not experienced a major earthquake in this century. The area is referred to as a seismic gap, a temporary hole in the otherwise continuous distribution of major earthquake zones that have ruptured in this century. This seismic gap has been identified as a likely site for the next major (Richter magnitude greater than 7.0) earthquake in coastal Alaska and the Aleutian Islands. For this reason, the USGS is particularly interested in defining the current state of seismicity in this area and in conducting possible experiments to look for premonitory earthquake phenomena.

The existing distribution of seismographic stations in southcentral Alaska is inadequate to locate earthquakes smaller than about Richter magnitude 4.0 in the eastern part of the seismic gap. A seismograph operating in the Kluane Lake region in the Yukon Territory would greatly strengthen the geometry of the existing seismic network with respect to shocks in the Yakutat region at the eastern end of the gap.

Accordingly, the Embassy has the honor to request the approval of the Government of Canada for the USGS to install, operate and maintain a short-period seismograph station near Kluane Lake in the Yukon Territory for a 15 month period beginning in June 1974 and extending through September 1975. Details are as follows:

(1) The specific station site would be selected by field personnel of the USGS after a field examination of the Kluane Lake area.

(2) The station would consist of a vertical short-period seismometer with a natural frequency of 1.0 second, an electronic amplifier, a helical drum recorder (Geotech Helicorder, Kinemetrics VR–1 or equivalent visual recorder), a crystal-regulated chronometer and a radio time-standard receiver.

(3) The station would be constructed in a manner which would make it possible to add one short-period horizontal component to the station later if that should become programmatically desirable.

(4) The instruments would be installed and maintained by USGS personnel. The records would be changed and the daily station maintenance would be undertaken by a Canadian resident of Kluane Lake with compensation from the USGS under arrangements worked out directly between the USGS project chief and the Canadian resident.

(5) Original records would be mailed to the USGS biweekly for analysis.

(6) Copies of the records and pertinent calibration data would be forwarded to the Earth Physics Branch of the Department of Energy, Mines & Resources in Ottawa for retention approximately four to six weeks after being recorded.

Officials of the Department of Energy, Mines & Resourses would be fully informed of the results obtained from the study and would be welcome to participate as intimately in the work as their funding and interests permit.

The Embassy of the United States of America renews to the Department of External Affairs the assurances of its highest consideration.

THE EMBASSY OF THE UNITED STATES OF AMERICA,
OTTAWA, *April 2, 1974.*

The Canadian Department of External Affairs to the American Embassy

DEPARTMENT OF EXTERNAL AFFAIRS

MINISTÈRE DES AFFAIRES EXTERIEURES

CANADA

ECS NO. 707

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the Embassy's Note No. 50 of April 2, 1974 requesting approval for the United States Geological Survey to install, operate and maintain a short-period seismograph station near Kluane Lake in the Yukon Territory from June 1974 to September 1975.

The Department of External Affairs confirms that the details in Note No. 50 regarding the construction, installation and maintenance of the station and equipment and access to data are acceptable to the Canadian authorities concerned. With regard to selection of a site, the field team should be apprised of the location of the boundaries of Kluane National Park and if a site cannot be found outside the Park permission to locate and install the station on Park lands should be sought from the Park Superintendant Kluane National Park, at Haines Junction, Yukon Territory.

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, *May 9, 1974*

TIAS 8137

[EXTENDING AGREEMENT]

The American Embassy to the Canadian Department of External Affairs

No. 130

The Embassy of the United States of America presents its compliments to the Department of External Affairs and has the honor to refer to the Embassy's Note No. 50 of April 2, 1974, and the Department's reply Note ECS-707 of May 9, 1974.

The Embassy has been informed that the U.S. Geological Survey desires to continue the operation of its seismograph station near Kluane Lake in the Yukon Territory beyond the date of September 1975. As the Department is aware, this seismographic research is being carried out in cooperation with the Geological Survey of the Department of Energy, Mines and Resources, and Dr. M. J. Berry, Director of the Division of Seismology and Geothermal Studies at the Geological Survey has been the contact for American scientists operating the station. It is the Embassy's understanding that arrangements worked out for the operation of the station and exchange of information have proven satisfactory to both the U.S. and Canadian Geological Surveys.

Accordingly, the Embassy has the honor to request the concurrence of the Government of Canada in extending the original agreement for a period of one additional year.

The Embassy of the United States of America renews to the Department of External Affairs the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA,
OTTAWA, *July 15, 1975.*

The Canadian Department of External Affairs to the American Embassy

Department of External Affairs Ministère des Affaires extérieures

Canada

ECS/866

The Department of External Affairs presents its compliments to the Embassy of the United States of America and has the honour to refer to the latter's Note No. 130 dated July 15, 1975 concerning the extension of the agreement covering the operation of the seismograph station near Kluane Lake in the Yukon Territory.

The Department is pleased to state that the Canadian authorities agree to the extension of this agreement until September 30, 1976.

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, Ontario.
August 13, 1975.

DOMINICAN REPUBLIC

Trade: Meat Imports

Agreement effected by exchange of notes
Signed at Santo Domingo April 16 and June 6, 1975;
Entered into force June 6, 1975.

The American Ambassador to the Dominican Secretary of State for Foreign Relations

EMBASSY OF THE UNITED STATES OF AMERICA

SANTO DOMINGO, DOMINICAN REPUBLIC
No. 39 *April 16, 1975*

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two governments relating to the importation into the United States for consumption of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lamb (Item 106.20 of the Tariff Schedules of the United States) during the calendar year 1975 and to the agreements between the United States and other countries constituting the 1971 and 1972 restraint programs concerning shipments of such meats to the United States.

With the understanding that similar agreements also will be concluded for the calendar year 1975 with the governments of other countries that participated in the 1971 and 1972 restraint programs, I have the honor to propose the following agreement between our two governments:

1. On the basis of the foregoing, and subject to Paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1975 from countries participating in the restraint program shall be 1161.9 million pounds, and the Government of the Dominican Republic and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of the Dominican Republic shall limit the quantity of such meats exported from the Dominican Republic to

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the United States for entry or withdrawal from warehouse for consumption during the calendar year 1975 to fourteen million pounds or such higher figure as may result from adjustments pursuant to Paragraph 4.

3. The Government of the United States of America may limit imports of such meats of Dominican origin, whether by direct or indirect shipments, through issuance of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from the Dominican Republic:

(a) such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from the Dominican Republic; and

(b) such regulations shall be issued only after consultation with the Government of the Dominican Republic pursuant to Paragraph 6 and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1975 will exceed the quantity specified in Paragraph 2, as it may be increased pursuant to Paragraph 4.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1975 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for the Dominican Republic, such increase or estimated shortfall shall be allocated to the Dominican Republic in the proportion that fourteen million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1975. The foregoing allocation shall not apply to any increase in the 1975 restraint program.

5. The Government of the United States of America shall separately report meats rejected as unacceptable for human consumption under United States inspection standards, and such meats will not be regarded as part of the quantity described in Paragraph 2.

6. The Government of the Dominican Republic and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding any increase in the total quantity permissible under the restraint program and allocation of shortfall.

7. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for the Dominican Republic shall not include the period between October 1,

1968 and June 30, 1972 or the calendar year 1975, except by the agreement of the Government of the Dominican Republic.

I have the honor to propose that, if the foregoing is acceptable to the Government of the Dominican Republic, this note together with Your Excellency's confirmatory reply constitute an agreement between our two governments which shall enter into force on the date of your reply.

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

ROBERT A. HURWITCH

His Excellency
Dr. VÍCTOR GÓMEZ BERGÉS
Secretary of State for Foreign Relations,
Santo Domingo

The Dominican Secretary of State for Foreign Relations to the American Ambassador

REPUBLICA DOMINICANA
SECRETARIA DE ESTADO
DE RELACIONES EXTERIORES

SANTO DOMINGO, D.N.
6 de junio 1975.–

DEJ-13345

EXCELENCIA:

Tengo el honor de referirme a Vuestra Nota No. 39 del 16 de abril pasado, mediante la cual aludía conversaciones sostenidas entre representantes de nuestros dos gobiernos tendentes a la constitución de un Acuerdo de exportación de carne fresca, refrigerada o congelada de ganado vacuno (rubro 106.10 del Cuadro de Tarifas de los EE.UU.) y carne fresca, refrigerada o congelada de ganado ovino y caprino, salvo corderos (rubro 106.20 del Cuadro de Tarifas de los EE.UU.) para consumo en los Estados Unidos durante el año civil de 1975, y a los acuerdos entre Estados Unidos y otros países que constituyen los programas de restricciones para 1971 y 1972, relacionados con los envíos de tales carnes a Vuestro país.

El texto del Acuerdo propuesto por Vuestra Excelencia a nombre de Vuestro ilustre Gobierno dice de la manera siguiente:

"1. Con base a lo anterior, y con sujeción a lo indicado en el Párrafo 4, la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año civil 1975, por parte de países que participen en el programa de restricciones será de 1161.9 millones

de libras y el Gobierno de la República Dominicana y el Gobierno de los Estados Unidos de América asumirán respectivamente las obligaciones que se indican a continuación para reglamentar las exportaciones e importaciones a los Estados Unidos.

2. El Gobierno de la República Dominicana limitará las exportaciones de las carnes antes señaladas con el fín de que la cantidad de dichas carnes cuyo origen es la República Dominicana y que durante el año civil de 1975 hayan tenido entrada o salida de almacen para el consumo en los Estados Unidos no exceda de catorce millones de libras, o la cantidad mayor que pueda resultar de los ajustes realizados en virtud del Párrafo 4.

3. El Gobierno de los Estados Unidos de América podrá limitar las importaciones de tales carnes cuyo origen es la República Dominicana, bien sea en envío por vía directa o indirecta, por medio de la promulgación de reglamentos que gobiernen la entrada o salida de almacen de las carnes para consumo en los Estados Unidos, siempre que:

(a) tales reglamentos no se empléen para gobernar las fechas de momento de entrada o salida de almacen para el consumo de tales carnes de la República Dominicana; y

(b) tales reglamentos se promulguen solamente despues de que se hayan celebrado consultas con el Gobierno de la República Dominicana conforme al Párrafo 6, y solamente bajo circunstancias en las que es obvio, despues de celebrarse tales consultas, que la cantidad de tales carnes que probablemente se presentará para su entrada o salida de almacen para el consumo en el año civil de 1975, excederá la cantidad que se especifica en el Párrafo 2, en la medida en que pueda ser aumentada en virtud del Párrafo 4.

4. El Gobierno de los Estados Unidos de América podrá aumentar la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año civil de 1975 de países que participen en el programa de restricciones o podrá adjudicar cualquier déficit calculado en una parte de la cantidad del programa de restricciones o en los cálculos iniciales de importaciones seguidamente, si no se ha calculado un déficit para la República Dominicana, tal aumento o déficit calculado será adjudicado a la República Dominicana en la proporción que catorce millones de libras tienen con el total de participaciones iniciales de todos los países participantes en el programa de restricciones y que se calcula no tendrán déficit en el año civil de 1975. La adjudicación anterior no se aplicará a cualesquiera aumentos en el cálculo de importaciones de países que no participen en el programa de restricciones para el año de 1975.

5. El Gobierno de los Estados Unidos de América rendirá informes, por separado, acerca de carnes rechazadas por no ser aptas para el consumo humano conforme a las normas de inspección de los Estados Unidos, y tales carnes no se considerarán como parte de la cantidad que se indica en el Párrafo 2.

6. El Gobierno de la República Dominicana y el Gobierno de los Estados Unidos de América celebrarán consultas lo antes posible después de que uno de los Gobiernos las solicite, en relación con cualquier asunto sobre la aplicación, interpretación o puesta en práctica del presente acuerdo, y sobre aumentos de la cantidad total permitida conforme al programa de restricciones y la adjudicación del déficit.

7. En el caso en que sea necesario implantar cuotas para las importaciones de tales carnes, el período representativo que el Gobierno de los Estados Unidos de América empleará para calcular la cuota de la República Dominicana no incluirá el período entre el 1ro. de octubre de 1968 y el 30 de junio de 1972, o el año civil 1975, excepto por acuerdo del Gobierno de la República Dominicana".

En tal sentido me complace contestar a Vuestra Excelencia que mi gobierno ha estudiado el contenido del texto arriba señalado y acepta la proposición, mediante la cual con esta Nota de respuesta queda constituido un Acuerdo sobre exportación de carne a los Estados Unidos de América.

Acepte Excelencia, las seguridades de mi más alta consideración.

R EMILIO JIMÉNEZ R

A Su Excelencia
ROBERT A. HURWITCH,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América, CIUDAD.-

TRANSLATION

Dominican Republic
Department of Foreign Relations

DEJ-13345 Santo Domingo, June 6, 1975

Excellency:

I have the honor to refer to your note No. 39 of April 16, 1975, in which you referred to discussions between representatives of our two Governments relating to the conclusion of an agreement on the exportation of fresh, chilled, or frozen cattle meat (Item 106.10 of the Tariff Schedules of the United States) and fresh, chilled, or frozen meat of sheep and goats, except lamb (Item 106.20 of the Tariff Schedules of the United States) for consumption in the United States during the calendar year 1975, and to the agreements between the United States and other countries constituting the 1971 and 1972 restraint programs concerning shipments of such meats to the United States.

The text of the agreement proposed by Your Excellency in your Government's name reads as follows:

[For the English language text, see p. 1783.]

In connection with the foregoing I take pleasure in replying to Your Excellency that my Government has studied the above text and accepts the proposal contained therein, which together with this reply shall constitute an agreement on the exportation of meat to the United States of America.

Accept, Excellency, the assurances of my highest consideration.

R. Emilio Jiménez R.

His Excellency
Robert A. Hurwitch,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Santo Domingo.

UNITED ARAB EMIRATES

Purchase of Defense Articles and Services

Agreement effected by exchange of notes
Signed at Abu Dhabi June 15 and 21, 1975;
Entered into force June 21, 1975.

The American Ambassador to the United Arab Emirates Minister of Foreign Affairs

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 53 ABU DHABI, *June 15, 1975*

EXCELLENCY:

In view of the friendship existing between the Government of the United Arab Emirates and the Government of the United States of America, I have the honor to confirm that by Executive determination of the President of the United States, the United Arab Emirates is eligible to receive defense articles and services in accordance with the United States Foreign Military Sales Act.[1] I further have the honor to refer to recent conversations between representatives of our two governments concerning the purchase of certain defense articles and services from the Government of the United States by the Government of the United Arab Emirates, as a result of which the following understandings have been reached:

1. Subject to applicable United States laws, regulations and practices, the Government of the United States shall sell to the Government of the United Arab Emirates such defense articles and services as may be mutually agreed upon by both governments.
2. Defense articles and services shall be purchased hereunder and used solely for internal security or legitimate self-defense of the United Arab Emirates, which shall not undertake any act of aggression against any other state.
3. The Government of the United Arab Emirates may purchase defense articles and services hereunder for its own use in accordance with paragraph 2 or, with the approval of the Government

[1] 82 Stat. 1320; 22 U.S.C. § 2751 note.

of the United States in each instance, for that of the Armed Forces or Security Forces of one or more of the respective Emirates constituting the Union, but in either case the Government of the United Arab Emirates agrees and undertakes to ensure that title to and possession of any defense article so purchased shall not be transferred to any person or entity not an officer, employee or agent of the United Arab Emirates, or of the approved Emirate or Emirates, without the prior written consent of the Government of the United States.

4. (A) Purchases hereunder of defense articles and services shall be effected pursuant to the documentation normally employed by the Government of the United States in connection with such transactions, and written in the English language. Such documentation shall be executed on behalf of the Government of the United Arab Emirates by its Minister of Foreign Affairs or by such other person as he shall have authorized, by written notification to the Government of the United States through normal diplomatic channels, to execute such documents on behalf of the Government of the United Arab Emirates.

   (B) In the case of defense articles or services purchased hereunder for use by the Armed Forces or Security Forces of a constituent Emirate, the purchase documentation, including applicable use and non-transfer assurances, shall also be executed on behalf of such Emirate by an appropriate official thereof.

   (C) Procedures governing the transmission of documents and the shipment of defense articles shall be those normally employed by the Government of the United States in connection with similar transactions, subject to such modification as may from time to time be agreed upon by appropriate representatives of the two governments.

5. Under unusual and compelling circumstances when the best interests of the United States require it, the Government of the United States reserves the right to cancel all or part of any transaction hereunder at any time prior to the delivery of defense articles or performance of services. It shall be responsible for all termination costs of its suppliers resulting from cancellations under this paragraph.

I have the honor to propose that, if these understandings are acceptable to Your Excellency's government, this note and Your Excellency's note in reply concurring therein shall constitute an agreement between the Government of the United States and the Government of the United Arab Emirates, effective on the date of Your Excellency's note.

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

MICHAEL STERNER

His Excellency
AHMAD KHALIFA AL-SUWAIDI
Minister of Foreign Affairs
of the United Arab Emirates
Abu Dhabi

The United Arab Emirates Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS
UNITED ARAB EMIRATES

Ref-5/3/1-274

ABU DHABI *21.6.75.*

EXCELLENCY,

Reference to Your Note No. 53 dated 15th June, 1975, I acknowledge that paragraph 4(A) has been amended as requested by us in reply to Your First Note dated 9th October, 1974 in later discussions.

In response, I have the honour to state my concurrence to the understandings laid down in Your Note No. 53. Consequently as from the date of this Note, I consider that it is the intention of both parties, that a binding agreement is concluded between the Government of the United States of America and the Government of the United Arab Emirates by virtue of which the United Arab Emirates is eligible to receive defence articles and services in accordance with the United States Foreign Military Sales Act and subject to the conditions elaborated in Your Note No. 53.

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

Ahmed Suwaidi

Ahmed Khalifa Al-Suweidi.
Minister of Foreign Affairs,
United Arab Emirates.

His Excellency, Mr. MICHAEL STERNER
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Abu Dhabi.

[SEAL]

TIAS 8139

MULTILATERAL

International Patent Classification

Agreement signed at Strasbourg March 24, 1971,
Ratification advised by the Senate of the United States of America October 30, 1973,
Ratified by the President of the United States of America November 21, 1973,
Ratification of the United States of America deposited with the Director General of the World Intellectual Property Organization December 21, 1973,
Proclaimed by the President of the United States of America April 2, 1975,
Entered into force October 7, 1975.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT

The Strasbourg Agreement Concerning the International Patent Classification was signed on March 24, 1971, the text of which, as certified by the Director General of the World Intellectual Property Organization, in the English and French 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 ratification of the Agreement,

The President of the United States of America on November 21, 1973, ratified the Agreement, in pursuance of the advice and consent of the Senate, and the United States of America deposited its instrument of ratification with the Director General of the World Intellectual Property Organization on December 21, 1973,

Pursuant to the provisions of Article 13 of the Agreement, the Agreement will enter into force on October 7 1975,

NOW THEREFORE, I, Gerald R. Ford, President of the United States of America, proclaim and make public the Agreement, to the end that it shall be observed and fulfilled with good faith on and after October 7 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 second day of April in the year of our Lord one thousand nine hundred seventy-five and of the Independence of the United States of America the one hundred ninety-ninth.

[SEAL]

GERALD R. FORD

By the President

HENRY A. KISSINGER
Secretary of State

Strasbourg Agreement Concerning the International Patent Classification

Signed at STRASBOURG, on March 24, 1971

Arrangement de Strasbourg concernant la classification internationale des brevets

Signé à STRASBOURG le 24 mars 1971

Strasbourg Agreement Concerning the International Patent Classification

of March 24, 1971

The Contracting Parties,

Considering that the universal adoption of a uniform system of classification of patents, inventors' certificates, utility models and utility certificates is in the general interest and is likely to establish closer international cooperation in the industrial property field, and to contribute to the harmonization of national legislation in that field,

Recognizing the importance of the European Convention on the International Classification of Patents for Invention, of December 19, 1954,[1] under which the Council of Europe created the International Classification of Patents for Invention,

Having regard to the universal value of this Classification, and to its importance to all countries party to the Paris Convention for the Protection of Industrial Property,

Having regard to the importance to developing countries of this Classification, which gives them easier access to the ever-expanding volume of modern technology,

Having regard to Article 19 of the Paris Convention for the Protection of Industrial Property of March 20, 1883, as revised at Brussels on December 14, 1900, at Washington on June 2, 1911, at The Hague on November 6, 1925, at London on June 2, 1934, at Lisbon on October 31, 1958, and at Stockholm on July 14, 1967,[2]

Agree as follows:

Article 1

Establishment of a Special Union; Adoption of an International Classification

The countries to which this Agreement applies constitute a Special Union and adopt a common classification for patents for invention, inventors' certificates, utility models and utility certificates, to be known as the "International Patent Classification" (hereinafter designated as the "Classification").

[1] 218 UNTS 51.

[2] TS 379, 411, 579, 834, 941, TIAS 4931, 6923, 7727, 25 Stat. 1379; 32 Stat. 1936, 38 Stat. 1645, 47 Stat. 1789, 53 Stat. 1748, 13 UST 1, 21 UST 1583, 24 UST 2140.

Article 2
Definition of the Classification

(1) *(a)* The Classification comprises:

(i) the text which was established pursuant to the provisions of the European Convention on the International Classification of Patents for Invention of December 19, 1954 (hereinafter designated as the "European Convention"), and which came into force and was published by the Secretary General of the Council of Europe on September 1, 1968;

(ii) the amendments which have entered into force pursuant to Article 2(2) of the European Convention prior to the entry into force of this Agreement;

(iii) the amendments made thereafter in accordance with Article 5 which enter into force pursuant to the provisions of Article 6.

(b) The Guide and the notes included in the text of the Classification are an integral part thereof.

(2) *(a)* The text referred to in paragraph (1)*(a)*(i) is contained in two authentic copies, each in the English and French languages, deposited, at the time that this Agreement is opened for signature, one with the Secretary General of the Council of Europe and the other with the Director General of the World Intellectual Property Organization (hereinafter respectively designated "Director General" and "Organization") established by the Convention of July 14, 1967.

(b) The amendments referred to in paragraph (1)*(a)*(ii) shall be deposited in two authentic copies, each in the English and French languages, one with the Secretary General of the Council of Europe and the other with the Director General.

(c) The amendments referred to in paragraph (1)*(a)*(iii) shall be deposited in one authentic copy only, in the English and French languages, with the Director General.

Article 3
Languages of the Classification

(1) The Classification shall be established in the English and French languages, both texts being equally authentic.

(2) Official texts of the Classification, in German, Japanese, Portuguese, Russian, Spanish and in such other languages as the Assembly referred to in Article 7 may designate, shall be established by the International Bureau of the Organization (hereinafter designated as the "International Bureau"),

in consultation with the interested Governments and either on the basis of a translation submitted by those Governments or by any other means which do not entail financial implications for the budget of the Special Union or for the Organization.

Article 4

Use of the Classification

(1) The Classification shall be solely of an administrative character.

(2) Each country of the Special Union shall have the right to use the Classification either as a principal or as a subsidiary system.

(3) The competent authorities of the countries of the Special Union shall include in

(i) patents, inventors' certificates, utility models and utility certificates issued by them, and in applications relating thereto, whether published or only laid open for public inspection by them, and

(ii) notices, appearing in official periodicals, of the publication or laying open of the documents referred to in subparagraph (i)

the complete symbols of the Classification applied to the invention to which the document referred to in subparagraph (i) relates.

(4) When signing this Agreement or when depositing its instrument of ratification or accession:

(i) any country may declare that it does not undertake to include the symbols relating to groups or subgroups of the Classification in applications as referred to in paragraph (3) which are only laid open for public inspection and in notices relating thereto, and

(ii) any country which does not proceed to an examination as to novelty, whether immediate or deferred, and in which the procedure for the grant of patents or other kinds of protection does not provide for a search into the state of the art, may declare that it does not undertake to include the symbols relating to the groups and subgroups of the Classification in the documents and notices referred to in paragraph (3). If these conditions exist only in relation to certain kinds of protection or certain fields of technology, the country in question may only make this reservation to the extent that the conditions apply.

(5) The symbols of the Classification, preceded by the words "International Patent Classification" or an abbreviation thereof to be determined by the Committee of Experts referred to in Article 5, shall be printed in heavy type, or in such a manner that they are clearly visible, in the heading of each document referred to in paragraph (3)(i) in which they are to be included.

(6) If any country of the Special Union entrusts the grant of patents to an intergovernmental authority, it shall take all possible measures to ensure that this authority uses the Classification in accordance with this Article.

Article 5
Committee of Experts

(1) A Committee of Experts shall be set up in which each country of the Special Union shall be represented.

(2) *(a)* The Director General shall invite intergovernmental organizations specialized in the patent field, and of which at least one of the member countries is party to this Agreement, to be represented by observers at meetings of the Committee of Experts.

(b) The Director General may, and, if requested by the Committee of Experts, shall, invite representatives of other intergovernmental and international non-governmental organizations to participate in discussions of interest to them.

(3) The Committee of Experts shall:

(i) amend the Classification;

(ii) address recommendations to the countries of the Special Union for the purpose of facilitating the use of the Classification and promoting its uniform application;

(iii) assist in the promotion of international cooperation in the reclassification of documentation used for the examination of inventions, taking in particular the needs of developing countries into account;

(iv) take all other measures which, without entailing financial implications for the budget of the Special Union or for the Organization, contribute towards facilitating the application of the Classification by developing countries;

(v) have the right to establish subcommittees and working groups.

(4) The Committee of Experts shall adopt its own Rules of Procedure. These shall allow for the possibility of participation of intergovernmental organizations, referred to in para-

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graph (2)*(a)*, which can perform substantial work in the development of the Classification, in meetings of its subcommittees and working groups.

(5) Proposals for amendments to the Classification may be made by the competent authority of any country of the Special Union, the International Bureau, any intergovernmental organization represented in the Committee of Experts pursuant to paragraph (2)*(a)* and any other organization specially invited by the Committee of Experts to submit such proposals. The proposals shall be communicated to the International Bureau which shall submit them to the members of the Committee of Experts and to the observers not later than two months before the session of the Committee of Experts at which the said proposals are to be considered.

(6) *(a)* Each country member of the Committee of Experts shall have one vote.

(b) The decisions of the Committee of Experts shall require a simple majority of the countries represented and voting.

(c) Any decision which is regarded by one-fifth of the countries represented and voting as giving rise to a modification in the basic structure of the Classification or as entailing a substantial work of reclassification shall require a majority of three-fourths of the countries represented and voting.

(d) Abstentions shall not be considered as votes.

Article 6

Notification, Entry into Force and Publication of Amendments and Other Decisions

(1) Every decision of the Committee of Experts concerning the adoption of amendments to the Classification and recommendations of the Committee of Experts shall be notified by the International Bureau to the competent authorities of the countries of the Special Union. The amendments shall enter into force six months from the date of dispatch of the notification.

(2) The International Bureau shall incorporate in the Classification the amendments which have entered into force. Announcements of the amendments shall be published in such periodicals as are designated by the Assembly referred to in Article 7.

Assembly of the Special Union

(1) *(a)* The Special Union shall have an Assembly consisting of the countries of the Special Union.

(b) The Government of each country of the Special Union shall be represented by one delegate, who may be assisted by alternate delegates, advisors and experts.

(c) Any intergovernmental organization referred to in Article 5(2)*(a)* may be represented by an observer in the meetings of the Assembly, and, if the Assembly so decides, in those of such committees or working groups as may have been established by the Assembly.

(d) The expenses of each delegation shall be borne by the Government which has appointed it.

(2) *(a)* Subject to the provisions of Article 5, the Assembly shall:

(i) deal with all matters concerning the maintenance and development of the Special Union and the implementation of this Agreement;

(ii) give directions to the International Bureau concerning the preparation for conferences of revision;

(iii) review and approve the reports and activities of the Director General concerning the Special Union, and give him all necessary instructions concerning matters within the competence of the Special Union;

(iv) determine the program and adopt the triennial budget of the Special Union, and approve its final accounts;

(v) adopt the financial regulations of the Special Union;

(vi) decide on the establishment of official texts of the Classification in languages other than English, French and those listed in Article 3(2);

(vii) establish such committees and working groups as it deems appropriate to achieve the objectives of the Special Union;

(viii) determine, subject to paragraph (1)*(c)*, which countries not members of the Special Union and which intergovernmental and international non-governmental organizations shall be admitted as observers to its meetings, and to those of any committee or working group established by it;

(ix) take any other appropriate action designed to further the objectives of the Special Union;

(x) perform such other functions as are appropriate under this Agreement.

(b) With respect to matters which are of interest also to other Unions administered by the Organization, the Assembly shall make its decisions after having heard the advice of the Coordination Committee of the Organization.

(3) *(a)* Each country member of the Assembly shall have one vote.

(b) One-half of the countries members of the Assembly shall constitute a quorum.

(c) In the absence of the quorum, the Assembly may make decisions but, with the exception of decisions concerning its own procedure, all such decisions shall take effect only if the conditions set forth hereinafter are fulfilled. The International Bureau shall communicate the said decisions to the countries members of the Assembly which were not represented and shall invite them to express in writing their vote or abstention within a period of three months from the date of the communication. If, at the expiration of this period, the number of countries having thus expressed their vote or abstention attains the number of countries which was lacking for attaining the quorum in the session itself, such decisions shall take effect provided that at the same time the required majority still obtains.

(d) Subject to the provisions of Article 11(2), the decisions of the Assembly shall require two-thirds of the votes cast.

(e) Abstentions shall not be considered as votes.

(f) A delegate may represent, and vote in the name of, one country only.

(4) *(a)* The Assembly shall meet once in every third calendar year in ordinary session upon convocation by the Director General and, in the absence of exceptional circumstances, during the same period and at the same place as the General Assembly of the Organization.

(b) The Assembly shall meet in extraordinary session upon convocation by the Director General, at the request of one-fourth of the countries members of the Assembly.

(c) The agenda of each session shall be prepared by the Director General.

(5) The Assembly shall adopt its own Rules of Procedure.

Article 8

International Bureau

(1) *(a)* Administrative tasks concerning the Special Union shall be performed by the International Bureau.

(b) In particular, the International Bureau shall prepare the meetings and provide the secretariat of the Assembly, the Committee of Experts and such other committees or working groups as may have been established by the Assembly or the Committee of Experts.

(c) The Director General shall be the chief executive of the Special Union and shall represent the Special Union.

(2) The Director General and any staff member designated by him shall participate, without the right to vote, in all meetings of the Assembly, the Committee of Experts and such other committees or working groups as may have been established by the Assembly or the Committee of Experts. The Director General, or a staff member designated by him, shall be *ex officio* secretary of those bodies.

(3) *(a)* The International Bureau shall, in accordance with the directions of the Assembly, make the preparations for revision conferences.

(b) The International Bureau may consult with intergovernmental and international non-governmental organizations concerning preparations for revision conferences.

(c) The Director General and persons designated by him shall take part, without the right to vote, in the discussions at revision conferences.

(4) The International Bureau shall carry out any other tasks assigned to it.

Article 9

Finances

(1) *(a)* The Special Union shall have a budget.

(b) The budget of the Special Union shall include the income and expenses proper to the Special Union, its contribution to the budget of expenses common to the Unions and, where applicable, the sum made available to the budget of the Conference of the Organization.

(c) Expenses not attributable exclusively to the Special Union but also to one or more other Unions administered by the Organization shall be considered as expenses common to

the Unions. The share of the Special Union in such common expenses shall be in proportion to the interest the Special Union has in them.

(2) The budget of the Special Union shall be established with due regard to the requirements of coordination with the budgets of the other Unions administered by the Organization.

(3) The budget of the Special Union shall be financed from the following sources:

(i) contributions of the countries of the Special Union;

(ii) fees and charges due for services rendered by the International Bureau in relation to the Special Union;

(iii) sale of, or royalties on, the publications of the International Bureau concerning the Special Union;

(iv) gifts, bequests and subventions;

(v) rents, interests and other miscellaneous income.

(4) *(a)* For the purpose of establishing its contribution referred to in paragraph (3)(i), each country of the Special Union shall belong to the same class as it belongs to in the Paris Union for the Protection of Industrial Property, and shall pay its annual contribution on the basis of the same number of units as is fixed for that class in that Union.

(b) The annual contribution of each country of the Special Union shall be an amount in the same proportion to the total sum to be contributed to the budget of the Special Union by all countries as the number of its units is to the total of the units of all contributing countries.

(c) Contributions shall become due on the first of January of each year.

(d) A country which is in arrears in the payment of its contributions may not exercise its right to vote in any organ of the Special Union if the amount of its arrears equals or exceeds the amount of the contributions due from it for the preceding two full years. However, any organ of the Special Union may allow such a country to continue to exercise its right to vote in that organ if, and as long as, it is satisfied that the delay in payment is due to exceptional and unavoidable circumstances.

(e) If the budget is not adopted before the beginning of a new financial period, it shall be at the same level as the budget of the previous year, as provided in the financial regulations.

(5) The amount of the fees and charges due for services rendered by the International Bureau in relation to the Special Union shall be established, and shall be reported to the Assembly, by the Director General.

(6) *(a)* The Special Union shall have a working capital fund which shall be constituted by a single payment made by each country of the Special Union. If the fund becomes insufficient, the Assembly shall decide to increase it.

(b) The amount of the initial payment of each country to the said fund or of its participation in the increase thereof shall be a proportion of the contribution of that country for the year in which the fund is established or the decision to increase it is made.

(c) The proportion and the terms of payment shall be fixed by the Assembly on the proposal of the Director General and after it has heard the advice of the Coordination Committee of the Organization.

(7) *(a)* In the headquarters agreement concluded with the country on the territory of which the Organization has its headquarters, it shall be provided that, whenever the working capital fund is insufficient, such country shall grant advances. The amount of those advances and the conditions on which they are granted shall be the subject of separate agreements, in each case, between such country and the Organization.

(b) The country referred to in subparagraph *(a)* and the Organization shall each have the right to denounce the obligation to grant advances, by written notification. Denunciation shall take effect three years after the end of the year in which it was notified.

(8) The auditing of the accounts shall be effected by one or more of the countries of the Special Union or by external auditors, as provided in the financial regulations. They shall be designated, with their agreement, by the Assembly.

Article 10
Revision of the Agreement

(1) This Agreement may be revised from time to time by a special conference of the countries of the Special Union.

(2) The convocation of any revision conference shall be decided by the Assembly.

(3) Articles 7, 8, 9 and 11 may be amended either by a revision conference or according to the provisions of Article 11.

Article 11

Amendment of Certain Provisions of the Agreement

(1) Proposals for the amendment of Articles 7, 8, 9 and of the present Article may be initiated by any country of the Special Union or by the Director General. Such proposals shall be communicated by the Director General to the countries of the Special Union at least six months in advance of their consideration by the Assembly.

(2) Amendments to the Articles referred to in paragraph (1) shall be adopted by the Assembly. Adoption shall require three-fourths of the votes cast, provided that any amendment to Article 7 and to the present paragraph shall require four-fifths of the votes cast.

(3) *(a)* Any amendment to the Articles referred to in paragraph (1) shall enter into force one month after written notifications of acceptance, effected in accordance with their respective constitutional processes, have been received by the Director General from three-fourths of the countries members of the Special Union at the time the amendment was adopted.

(b) Any amendment to the said Articles thus accepted shall bind all the countries which are members of the Special Union at the time the amendment enters into force, provided that any amendment increasing the financial obligations of countries of the Special Union shall bind only those countries which have notified their acceptance of such amendment.

(c) Any amendment accepted in accordance with the provisions of subparagraph *(a)* shall bind all countries which become members of the Special Union after the date on which the amendment entered into force in accordance with the provisions of subparagraph *(a)*.

Article 12

Becoming Party to the Agreement

(1) Any country party to the Paris Convention for the Protection of Industrial Property may become party to this Agreement by:

(i) signature followed by the deposit of an instrument of ratification, or

(ii) deposit of an instrument of accession.

(2) Instruments of ratification or accession shall be deposited with the Director General.

(3) The provisions of Article 24 of the Stockholm Act of the Paris Convention for the Protection of Industrial Property shall apply to this Agreement.

(4) Paragraph (3) shall in no way be understood as implying the recognition or tacit acceptance, by a country of the Special Union, of the factual situation concerning a territory to which this Agreement is made applicable by another country by virtue of the said paragraph.

Article 13

Entry into Force of the Agreement

(1) *(a)* This Agreement shall enter into force one year after instruments of ratification or accession have been deposited by·

(i) two-thirds of the countries party to the European Convention on the date on which this Agreement is opened for signature, and

(ii) three countries party to the Paris Convention for the Protection of Industrial Property, which were not previously party to the European Convention and of which at least one is a country where, according to the most recent annual statistics published by the International Bureau on the date of deposit of its instrument of ratification or accession, more than 40,000 applications for patents or inventors' certificates have been filed.

(b) With respect to any country other than those for which this Agreement has entered into force pursuant to subparagraph *(a)*, it shall enter into force one year after the date on which the ratification or accession of that country was notified by the Director General, unless a subsequent date has been indicated in the instrument of ratification or accession. In the latter case, this Agreement shall enter into force with respect to that country on the date thus indicated.

(c) Countries party to the European Convention which ratify this Agreement or accede to it shall be obliged to denounce the said Convention, at the latest, with effect from the day on which this Agreement enters into force with respect to those countries.

(2) Ratification or accession shall automatically entail acceptance of all the clauses and admission to all the advantages of this Agreement.

Article 14

Duration of the Agreement

This Agreement shall have the same duration as the Paris Convention for the Protection of Industrial Property.

Article 15

Denunciation

(1) Any country of the Special Union may denounce this Agreement by notification addressed to the Director General.

(2) Denunciation shall take effect one year after the day on which the Director General has received the notification.

(3) The right of denunciation provided by this Article shall not be exercised by any country before the expiration of five years from the date upon which it becomes a member of the Special Union.

Article 16

Signature, Languages, Notification, Depositary Functions

(1) *(a)* This Agreement shall be signed in a single original in the English and French languages, both texts being equally authentic.

(b) This Agreement shall remain open for signature at Strasbourg until September 30, 1971.

(c) The original of this Agreement, when no longer open for signature, shall be deposited with the Director General.

(2) Official texts shall be established by the Director General, after consultation with the interested Governments, in German, Japanese, Portuguese, Russian, Spanish and such other languages as the Assembly may designate.

(3) *(a)* The Director General shall transmit two copies, certified by him, of the signed text of this Agreement to the Governments of the countries that have signed it and, on request, to the Government of any other country. He shall also transmit a copy, certified by him, to the Secretary General of the Council of Europe.

(b) The Director General shall transmit two copies, certified by him, of any amendment to this Agreement to the Governments of all countries of the Special Union and, on request, to the Government of any other country. He shall also transmit a copy, certified by him, to the Secretary General of the Council of Europe.

(c) The Director General shall, on request, furnish the Government of any country that has signed this Agreement, or that accedes to it, with a copy of the Classification, certified by him, in the English or French language.

(4) The Director General shall register this Agreement with the Secretariat of the United Nations.

(5) The Director General shall notify the Governments of all countries party to the Paris Convention for the Protection of Industrial Property and the Secretariat General of the Council of Europe of:

(i) signatures;
(ii) deposits of instruments of ratification or accession;
(iii) the date of entry into force of this Agreement;
(iv) reservations on the use of the Classification;
(v) acceptances of amendments to this Agreement;
(vi) the dates on which such amendments enter into force;
(vii) denunciations received.

Article 17
Transitional Provisions

(1) During the two years following the entry into force of this Agreement, the countries party to the European Convention which are not yet members of the Special Union may enjoy, if they so wish, the same rights in the Committee of Experts as if they were members of the Special Union.

(2) During the three years following the expiration of the period referred to in paragraph (1), the countries referred to in the said paragraph may be represented by observers in the meetings of the Committee of Experts and, if the said Committee so decides, in any subcommittee or working group established by it. During the same period they may submit proposals for amendments to the Classification, in accordance with Article 5(5), and shall be notified of the decisions and recommendations of the Committee of Experts, in accordance with Article 6(1).

(3) During the five years following the entry into force of this Agreement, the countries party to the European Convention which are not yet members of the Special Union may be represented by observers in the meetings of the Assembly and, if the Assembly so decides, in any committee or working group established by it.

Arrangement de Strasbourg concernant la classification internationale des brevets

du 24 mars 1971

Les Parties Contractantes,

Considerant que l'adoption, sur le plan mondial, d'un systeme uniforme pour la classification des brevets, des certificats d'auteur d'invention, des modèles d'utilite et des certificats d'utilite repond a l'interêt general et est de nature a etablir une cooperation internationale plus etroite et a favoriser l'harmonisation des systèmes juridiques dans le domaine de la propriete industrielle,

Reconnaissant l'importance de la Convention europeenne sur la classification internationale des brevets d'invention, du 19 decembre 1954, par laquelle le Conseil de l'Europe a institue la classification internationale des brevets d'invention,

Eu égard a la valeur universelle de cette classification et a l'importance qu'elle presente pour tous les pays parties a la Convention de Paris pour la protection de la propriete industrielle,

Conscientes de l'importance que cette classification presente pour les pays en voie de developpement, en leur facilitant l'acces au volume toujours croissant de la technologie moderne,

Vu l'article 19 de la Convention de Paris pour la protection de la propriete industrielle du 20 mars 1883, telle qu'elle a ete révisee a Bruxelles le 14 decembre 1900, a Washington le 2 juin 1911, a La Haye le 6 novembre 1925, a Londres le 2 juin 1934, a Lisbonne le 31 octobre 1958 et a Stockholm le 14 juillet 1967,

Sont convenues de ce qui suit:

Article 1er

Constitution d'une Union particulière;
Adoption d'une classification internationale

Les pays auxquels s'applique le present arrangement sont constitues a l'état d'Union particulière et adoptent une classification commune, appelee « classification internationale des brevets » (denommée ci-apres « classification »), pour les brevets d'invention, les certificats d'auteur d'invention, les modèles d'utilite et les certificats d'utilite.

Article 2

Définition de la classification

1) *a)* La classification est constituee par:

i) le texte qui a ete etabli conformément aux dispositions de la Convention europeenne sur la classification internationale des brevets d'invention, du 19 decembre 1954 (denommée ci-apres « Convention europeenne »), et qui est entre en vigueur et a éte publie par le Secretaire general du Conseil de l'Europe le 1er septembre 1968;

ii) les modifications qui sont entrees en vigueur en vertu de l'article 2.2) de la Convention europeenne avant l'entree en vigueur du present arrangement;

iii) les modifications apportees par la suite en vertu de l'article 5 et qui entrent en vigueur conformement a l'article 6.

b) Le guide d'utilisation et les notes qui sont contenus dans le texte de la classification font partie integrante de celle-ci.

2) *a)* Le texte vise a l'alinea 1)*a)*i) est contenu dans deux exemplaires authentiques, en langues anglaise et française, deposes, au moment ou le present arrangement est ouvert a la signature, l'un aupres du Secretaire general du Conseil de l'Europe et l'autre aupres du Directeur general de l'Organisation Mondiale de la Propriete Intellectuelle (denommes respectivement ci-apres « Directeur general » et « Organisation ») instituee par la Convention du 14 juillet 1967.

b) Les modifications visees a l'alinea 1)*a)*ii) sont deposees en deux exemplaires authentiques, en langues anglaise et française, l'un aupres du Secretaire géneral du Conseil de l'Europe et l'autre aupres du Directeur general.

c) Les modifications visees a l'alinea 1)*a)*iii) sont deposees en un seul exemplaire authentique, en langues anglaise et française, auprès du Directeur general.

Article 3
Langues de la classification

1) La classification est etablie dans les langues anglaise et française, les deux textes faisant également foi.

2) Le Bureau international de l'Organisation (denomme ci-apres « Bureau international ») etablit, en consultation avec les gouvernements interesses, soit sur la base d'une traduction proposée par ces gouvernements, soit en ayant recours a tout autre moyen qui n'aurait aucune incidence financière sur le budget de l'Union particulière ou pour l'Organisation, des textes officiels de la classification dans les langues allemande, espagnole, japonaise, portugaise, russe et dans les autres langues que pourra designer l'Assemblee visee a l'article 7.

Article 4
Application de la classification

1) La classification n'a qu'un caractere administratif.

2) Chacun des pays de l'Union particulière a la faculte d'appliquer la classification a titre de systeme principal ou de systeme auxiliaire.

3) Les administrations competentes des pays de l'Union particulière feront figurer

i) dans les brevets, certificats d'auteur d'invention, modèles d'utilite et certificats d'utilite qu'elles délivrent, ainsi que dans les demandes de tels titres, qu'elles les publient ou les mettent seulement a la disposition du public pour inspection,

ii) dans les communications par lesquelles des periodiques officiels font connaître la publication ou la mise a la disposition du public des documents mentionnes au sous-alinea i),

les symboles complets de la classification donnes a l'invention qui est l'objet du document mentionne au sous-alinea i).

4) Au moment de la signature du present arrangement ou du depôt de l'instrument de ratification ou d'adhesion:

i) tout pays peut declarer qu'il se reserve de ne pas faire figurer les symboles relatifs aux groupes ou sous-groupes de la classification dans les demandes visees a l'alinea 3) qui sont seulement mises à la disposition du public pour inspection et dans les communications y relatives;

ii) tout pays qui ne procède pas a l'examen de la nouveaute des inventions, qu'il soit immediat ou différe, et dont la procedure de délivrance des brevets ou des autres

titres de protection ne prevoit pas une recherche sur l'état de la technique peut déclarer qu'il se reserve de ne pas faire figurer les symboles relatifs aux groupes et sous-groupes de la classification dans les documents et les communications vises a l'alinea 3). Si ces conditions n'existent que pour certaines categories de titres de protection ou certains domaines de la technique, le pays en cause ne peut faire usage de la reserve que dans cette mesure.

5) Les symboles de la classification, precedes de la mention « classification internationale des brevets » ou d'une abreviation arrêtee par le Comite d'experts vise a l'article 5, seront imprimes, en caracteres gras ou d'une autre façon bien visible, en tête de chaque document vise a l'alinea 3)i) dans lequel ils doivent figurer.

6) Si un pays de l'Union particulière confie la délivrance des brevets a une administration intergouvernementale, il prend toutes mesures en son pouvoir pour que cette administration applique la classification conformément au present article.

Article 5

Comite d'experts

1) Il est institue un Comite d'experts dans lequel chacun des pays de l'Union particulière est represente.

2) *a)* Le Directeur general invite les organisations intergouvernementales specialisees dans le domaine des brevets et dont un au moins des pays membres est partie au present arrangement a se faire representer par des observateurs aux reunions du Comite d'experts.

b) Le Directeur general peut, et, a la demande du Comite d'experts, doit inviter des representants d'autres organisations intergouvernementales et internationales non gouvernementales a prendre part aux discussions qui les interessent.

3) Le Comite d'experts:

i) modifie la classification;

ii) adresse aux pays de l'Union particulière des recommandations tendant a faciliter l'utilisation de la classification et a en promouvoir l'application uniforme;

iii) prête son concours en vue de promouvoir la cooperation internationale dans la reclassification de la documentation servant a l'examen des inventions, en prenant notamment en consideration les besoins des pays en voie de developpement;

iv) prend toutes autres mesures qui, sans avoir d'incidences financières sur le budget de l'Union particulière ou pour l'Organisation, sont de nature a faciliter l'application de la classification par les pays en voie de developpement;

v) est habilite a instituer des sous-comites et des groupes de travail.

4) Le Comite d'experts adopte son reglement interieur. Ce dernier donne aux organisations intergouvernementales mentionnees a l'alinea 2)*a)* qui peuvent apporter une contribution substantielle au developpement de la classification la possibilite de prendre part aux reunions des sous-comites et groupes de travail du Comite d'experts.

5) Les propositions de modifications de la classification peuvent être faites par l'administration competente de tout pays de l'Union particulière, le Bureau international, les organisations intergouvernementales representees au Comite d'experts en vertu de l'alinea 2)*a)* et toutes autres organisations specialement invitees par le Comite d'experts a formuler de telles propositions. Les propositions sont communiquees au Bureau international, qui les soumet aux membres du Comite d'experts et aux observateurs au plus tard deux mois avant la session du Comite d'experts au cours de laquelle elles seront examinees.

6) *a)* Chaque pays membre du Comite d'experts dispose d'une voix.

b) Le Comite d'experts prend ses decisions a la majorite simple des pays representes et votants.

c) Toute decision qu'un cinquième des pays representes et votants considèrent comme impliquant une transformation de la structure fondamentale de la classification ou comme entraînant un important travail de reclassification doit être prise a la majorite des trois quarts des pays représentés et votants.

d) L'abstention n'est pas consideree comme un vote.

Article 6

Notification, entree en vigueur et publication des modifications et des autres decisions

1) Toutes les decisions du Comite d'experts relatives a des modifications apportees a la classification, de même que les recommandations du Comite d'experts, sont notifiees par le Bureau international aux administrations competentes des pays de l'Union particulière. Les modifications entrent en vigueur six mois apres la date de l'envoi des notifications.

2) Le Bureau international incorpore dans la classification les modifications entrees en vigueur. Les modifications font l'objet d'avis publies dans les periodiques designes par l'Assemblee visee a l'article 7.

Article 7

Assemblee de l'Union particulière

1) *a)* L'Union particulière a une Assemblee composee des pays de l'Union particulière.

b) Le gouvernement de chaque pays de l'Union particulière est représente par un délegue, qui peut être assiste de suppleants, de conseillers et d'experts.

c) Toute organisation intergouvernementale visee a l'article 5.2)*a)* peut se faire representer par un observateur aux reunions de l'Assemblee et, si cette dernière en decide ainsi, a celles des comites et groupes de travail institues par l'Assemblee.

d) Les depenses de chaque délegation sont supportees par le gouvernement qui l'a designee.

2) *a)* Sous reserve des dispositions de l'article 5, l'Assemblee:

i) traite de toutes les questions concernant le maintien et le developpement de l'Union particulière et l'application du present arrangement;

ii) donne au Bureau international des directives concernant la preparation des conférences de revision;

iii) examine et approuve les rapports et les activites du Directeur general relatifs a l'Union particulière et lui donne toutes directives utiles concernant les questions de la competence de l'Union particulière;

iv) arrête le programme, adopte le budget triennal de l'Union particulière et approuve ses comptes de clôture;

v) adopte le reglement financier de l'Union particulière;

vi) decide de l'établissement des textes officiels de la classification en d'autres langues que l'anglais, le français et celles enumerees a l'article 3.2);

vii) cree les comites et groupes de travail qu'elle juge utiles a la realisation des objectifs de l'Union particulière;

viii) decide, sous reserve de l'alinea 1)*c)*, quels sont les pays non membres de l'Union particulière et quelles sont les organisations intergouvernementales et internationales non gouvernementales qui peuvent être admis comme observateurs a ses reunions et a celles des comités et groupes de travail crees par elle;

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ix) entreprend toute autre action appropriee en vue d'atteindre les objectifs de l'Union particulière;

x) s'acquitte de toutes autres tâches qu'implique le present arrangement.

b) Sur les questions qui interessent egalement d'autres Unions administrees par l'Organisation, l'Assemblee statue, connaissance prise de l'avis du Comite de coordination de l'Organisation.

3) *a)* Chaque pays membre de l'Assemblee dispose d'une voix.

b) La moitie des pays membres de l'Assemblee constitue le quorum.

c) Si ce quorum n'est pas atteint, l'Assemblee peut prendre des decisions; toutefois, les decisions de l'Assemblee, a l'exception de celles qui concernent sa procedure, ne deviennent executoires que lorsque les conditions enoncees ci-apres sont remplies. Le Bureau international communique lesdites decisions aux pays membres de l'Assemblee qui n'étaient pas representés, en les invitant a exprimer par ecrit, dans un délai de trois mois a compter de la date de cette communication, leur vote ou leur abstention. Si, a l'expiration de ce délai, le nombre des pays ayant ainsi exprime leur vote ou leur abstention est au moins egal au nombre de pays qui faisait défaut pour que le quorum fût atteint lors de la session, lesdites decisions deviennent executoires, pourvu qu'en même temps la majorite necessaire reste acquise.

d) Sous réserve des dispositions de l'article 11.2), les decisions de l'Assemblee sont prises a la majorite des deux tiers des votes exprimes.

e) L'abstention n'est pas consideree comme un vote.

f) Un délegué ne peut representer qu'un seul pays et ne peut voter qu'au nom de celui-ci.

4) *a)* L'Assemblée se reunit une fois tous les trois ans en session ordinaire, sur convocation du Directeur general et, sauf cas exceptionnels, pendant la même période et au même lieu que l'Assemblee generale de l'Organisation.

b) L'Assemblée se reunit en session extraordinaire, sur convocation adressee par le Directeur general, a la demande d'un quart des pays membres de l'Assemblee.

c) L'ordre du jour de chaque session est prepare par le Directeur general.

5) L'Assemblée adopte son reglement intérieur.

Article 8

Bureau international

1) *a)* Les tâches administratives incombant a l'Union particulière sont assurees par le Bureau international.

b) En particulier, le Bureau international prepare les reunions et assure le secretariat de l'Assemblee, du Comite d'experts et de tout autre comite ou groupe de travail que l'Assemblee ou le Comite d'experts peuvent creer.

c) Le Directeur general est le plus haut fonctionnaire de l'Union particulière et la represente.

2) Le Directeur genéral et tout membre du personnel designe par lui prennent part, sans droit de vote, a toutes les reunions de l'Assemblee, du Comite d'experts et de tout autre comite ou groupe de travail que l'Assemblee ou le Comite d'experts peuvent creer. Le Directeur general ou un membre du personnel designe par lui est d'office secretaire de ces organes.

3) *a)* Le Bureau international prepare les conférences de revision selon les directives de l'Assemblee.

b) Le Bureau international peut consulter des organisations intergouvernementales et internationales non gouvernementales sur la preparation des conférences de revision.

c) Le Directeur géneral et les personnes designees par lui prennent part, sans droit de vote, aux déliberations des conférences de revision.

4) Le Bureau international execute toutes autres tâches qui lui sont attribuées.

Article 9

Finances

1) *a)* L'Union particulière a un budget.

b) Le budget de l'Union particulière comprend les recettes et les depenses propres à l'Union particulière, sa contribution au budget des depenses communes aux Unions, ainsi que, le cas echeant, la somme mise a la disposition du budget de la Conférence de l'Organisation.

c) Sont considerees comme depenses communes aux Unions les depenses qui ne sont pas attribuées exclusivement à l'Union particulière mais egalement a une ou plusieurs autres Unions administrées par l'Organisation. La part de l'Union particulière dans ces dépenses communes est proportionnelle a l'intérêt que ces dépenses présentent pour elle.

2) Le budget de l'Union particulière est arrête compte tenu des exigences de coordination avec les budgets des autres Unions administrees par l'Organisation.

3) Le budget de l'Union particulière est finance par les ressources suivantes:

i) les contributions des pays de l'Union particulière;
ii) les taxes et sommes dues pour les services rendus par le Bureau international au titre de l'Union particulière;
iii) le produit de la vente des publications du Bureau international concernant l'Union particulière et les droits afférents à ces publications;
iv) les dons, legs et subventions;
v) les loyers, interêts et autres revenus divers.

4) *a)* Pour déterminer sa part contributive au sens de l'alinea 3)i), chaque pays de l'Union particulière appartient a la classe dans laquelle il est range pour ce qui concerne l'Union de Paris pour la protection de la propriete industrielle, et paie sa contribution annuelle sur la base du nombre d'unites determine pour cette classe dans cette Union.

b) La contribution annuelle de chaque pays de l'Union particulière consiste en un montant dont le rapport a la somme totale des contributions annuelles au budget de l'Union particulière de tous les pays est le même que le rapport entre le nombre des unites de la classe dans laquelle il est range et le nombre total des unites de l'ensemble des pays.

c) Les contributions sont dues au premier janvier de chaque annee.

d) Un pays en retard dans le paiement de ses contributions ne peut exercer son droit de vote dans aucun des organes de l'Union particulière si le montant de son arriere est egal ou supérieur a celui des contributions dont il est redevable pour les deux annees complètes ecoulees. Cependant, un tel pays peut être autorise a conserver l'exercice de son droit de vote au sein dudit organe aussi longtemps que ce dernier estime que le retard resulte de circonstances exceptionnelles et inévitables.

e) Dans le cas ou le budget n'est pas adopte avant le début d'un nouvel exercice, le budget de l'annee precedente est reconduit selon les modalites prevues par le reglement financier.

5) Le montant des taxes et sommes dues pour les services rendus par le Bureau international au titre de l'Union particulière est fixe par le Directeur general, qui fait rapport a l'Assemblee.

6) *a)* L'Union particulière possede un fonds de roulement constitue par un versement unique effectue par chaque pays de l'Union particulière. Si le fonds devient insuffisant, l'Assemblee decide de son augmentation.

b) Le montant du versement initial de chaque pays au fonds precite ou de sa participation a l'augmentation de celui-ci est proportionnel a la contribution de ce pays pour l'annee au cours de laquelle le fonds est constitue ou l'augmentation decidee.

c) La proportion et les modalites de versement sont arrêtees par l'Assemblée, sur proposition du Directeur general et apres avis du Comité de coordination de l'Organisation.

7) *a)* L'accord de siège conclu avec le pays sur le territoire duquel l'Organisation a son siège prevoit que, si le fonds de roulement est insuffisant, ce pays accorde des avances. Le montant de ces avances et les conditions dans lesquelles elles sont accordees font l'objet, dans chaque cas, d'accords separes entre le pays en cause et l'Organisation.

b) Le pays vise au sous-alinea *a)* et l'Organisation ont chacun le droit de denoncer l'engagement d'accorder des avances, moyennant notification par ecrit. La denonciation prend effet trois ans apres la fin de l'annee au cours de laquelle elle a ete notifiee.

8) La verification des comptes est assuree, selon les modalites prevues par le reglement financier, par un ou plusieurs pays de l'Union particulière ou par des contrôleurs exterieurs, qui sont, avec leur consentement, designes par l'Assemblee.

Article 10

Revision de l'arrangement

1) Le present arrangement peut être revise periodiquement par des conférences speciales des pays de l'Union particulière.

2) La convocation des conférences de revision est decidee par l'Assemblee.

3) Les articles 7, 8, 9 et 11 peuvent être modifies soit par des conférences de revision, soit d'apres les dispositions de l'article 11.

Article 11

Modification de certaines dispositions de l'arrangement

1) Des propositions de modifications des articles 7, 8, 9 et du present article peuvent être presentees par tout pays de

l'Union particulière ou par le Directeur général. Ces propositions sont communiquees par ce dernier aux pays de l'Union particulière six mois au moins avant d'être soumises a l'examen de l'Assemblee.

2) Toute modification des articles vises a l'alinea 1) est adoptee par l'Assemblee. L'adoption requiert les trois quarts des votes exprimes; toutefois, toute modification de l'article 7 et du present alinea requiert les quatre cinquièmes des votes exprimes.

3) *a)* Toute modification des articles vises a l'alinea 1) entre en vigueur un mois après la reception par le Directeur general des notifications ecrites d'acceptation, effectuees en conformite de leurs regles constitutionnelles respectives, de la part des trois quarts des pays qui etaient membres de l'Union particulière au moment ou la modification a ete adoptee.

b) Toute modification desdits articles ainsi acceptee lie tous les pays qui sont membres de l'Union particulière au moment ou la modification entre en vigueur; toutefois, toute modification qui augmente les obligations financières des pays de l'Union particulière ne lie que ceux qui ont notifie leur acceptation de ladite modification.

c) Toute modification acceptee conformement au sous-alinea *a)* lie tous les pays qui deviennent membres de l'Union particulière apres la date a laquelle la modification est entree en vigueur conformement au sous-alinea *a)*.

Article 12

Modalites selon lesquelles les pays peuvent devenir parties a l'arrangement

1) Tout pays partie a la Convention de Paris pour la protection de la propriete industrielle peut devenir partie au present arrangement par:

i) sa signature suivie du depôt d'un instrument de ratification, ou

ii) le depôt d'un instrument d'adhesion.

2) Les instruments de ratification ou d'adhesion sont deposes aupres du Directeur general.

3) Les dispositions de l'article 24 de l'Acte de Stockholm de la Convention de Paris pour la protection de la propriéte industrielle s'appliquent au present arrangement.

4) L'alinea 3) ne saurait en aucun cas être interprete comme impliquant la reconnaissance ou l'acceptation tacite par l'un quelconque des pays de l'Union particulière de la situation de fait de tout territoire auquel le present arrangement est rendu applicable par un autre pays en vertu dudit alinea.

Article 13

Entree en vigueur de l'arrangement

1) *a)* Le present arrangement entre en vigueur une annee apres le depôt des instruments de ratification ou d'adhesion

i) des deux tiers des pays qui, a la date d'ouverture du present arrangement a la signature, sont parties a la Convention europeenne, et

ii) de trois pays parties a la Convention de Paris pour la protection de la propriete industrielle mais non parties a la Convention europeenne, l'un au moins devant être un pays ou, d'apres les plus recentes statistiques annuelles publiees par le Bureau international au moment du depôt de son instrument de ratification ou d'adhesion, plus de 40 000 demandes de brevets ou de certificats d'auteur d'invention ont ete deposees.

b) A l'égard de tout pays autre que ceux pour lesquels l'arrangement est entre en vigueur selon le sous-alinea *a)*, le present arrangement entre en vigueur une annee apres la date a laquelle la ratification ou l'adhesion de ce pays a ete notifiee par le Directeur géneral, a moins qu'une date posterieure n'ait ete indiquee dans l'instrument de ratification ou d'adhesion. Dans ce dernier cas, le present arrangement entre en vigueur, a l'égard de ce pays, a la date ainsi indiquee.

c) Les pays parties a la Convention europeenne qui ratifient le present arrangement ou qui y adherent sont tenus de dénoncer cette Convention au plus tard avec effet a partir du jour ou le present arrangement entrera en vigueur a leur egard.

2) La ratification ou l'adhesion emporte de plein droit accession a toutes les clauses et admission a tous les avantages stipules par le présent arrangement.

Article 14

Duree de l'arrangement

Le present arrangement a la même durée que la Convention de Paris pour la protection de la propriete industrielle.

Article 15
Denonciation

1) Tout pays de l'Union particulière peut denoncer le present arrangement par notification adressee au Directeur general.

2) La denonciation prend effet un an apres le jour ou le Directeur general a reçu la notification.

3) La faculte de denonciation prevue par le present article ne peut être exercee par un pays avant l'expiration d'un délai de cinq ans a compter de la date a laquelle il est devenu membre de l'Union particulière.

Article 16
Signature, langues, notifications, fonctions de dépositaire

1) *a)* Le present arrangement est signe en un seul exemplaire original, en langues anglaise et française, les deux textes faisant également foi.

b) Le present arrangement reste ouvert a la signature a Strasbourg jusqu'au 30 septembre 1971.

c) L'exemplaire original du present arrangement, lorsqu'il n'est plus ouvert a la signature, est depose aupres du Directeur general.

2) Des textes officiels sont etablis par le Directeur general, apres consultation des gouvernements interesses, dans les langues allemande, espagnole, japonaise, portugaise, russe et dans les autres langues que l'Assemblee pourra designer.

3) *a)* Le Directeur general certifie et transmet deux copies du texte signe du present arrangement aux gouvernements des pays qui l'ont signe et, sur demande, au gouvernement de tout autre pays. En outre, il certifie et transmet une copie au Secretaire general du Conseil de l'Europe.

b) Le Directeur general certifie et transmet deux copies de toute modification du present arrangement aux gouvernements de tous les pays de l'Union particulière et, sur demande, au gouvernement de tout autre pays. En outre, il certifie et transmet une copie au Secretaire general du Conseil de l'Europe.

c) Le Directeur général remet sur demande au gouvernement de tout pays qui a signe le present arrangement ou qui y adhere un exemplaire, certifie conforme, de la classification dans les langues anglaise ou française.

4) Le Directeur general fait enregistrer le present arrangement aupres du Secretariat de l'Organisation des Nations Unies.

5) Le Directeur general notifie aux gouvernements de tous les pays parties a la Convention de Paris pour la protection de la propriete industrielle et au Secretaire general du Conseil de l'Europe:

i) les signatures;
ii) le depôt d'instruments de ratification ou d'adhesion;
iii) la date d'entree en vigueur du present arrangement;
iv) les reserves concernant l'application de la classification;
v) les acceptations des modifications du present arrangement;
vi) les dates auxquelles ces modifications entrent en vigueur;
vii) les denonciations reçues.

Article 17

Dispositions transitoires

1) Durant les deux annees suivant l'entree en vigueur du present arrangement, les pays qui sont parties a la Convention europeenne mais ne sont pas encore membres de l'Union particulière peuvent, s'ils le desirent, exercer dans le Comite d'experts les mêmes droits que s'ils etaient membres de l'Union particulière.

2) Durant les trois annees suivant l'expiration du délai prevu a l'alinea 1), les pays vises audit alinea peuvent se faire representer par des observateurs aux sessions du Comite d'experts et, s'il en decide ainsi, a celles des sous-comites et groupes de travail institues par lui. Durant le même délai, ils peuvent presenter des propositions de modifications de la classification en vertu de l'article 5.5) et reçoivent notification des decisions et recommandations du Comite d'experts en vertu de l'article 6.1).

3) Durant les cinq annees suivant l'entree en vigueur du present arrangement, les pays qui sont parties a la Convention europeenne mais ne sont pas encore membres de l'Union particulière peuvent se faire representer par des observateurs aux reunions de l'Assemblee et, si elle en decide ainsi, à celles des comites et groupes de travail institues par elle.

IN WITNESS WHEREOF, the undersigned, being duly authorized hereto, have signed this Agreement.

DONE at Strasbourg on March 24, 1971.*

EN FOI DE QUOI, les soussignes, dûment autorises a cet effet, ont signe le present arrangement.

FAIT a Strasbourg le vingt-quatre mars mil neuf cent soixante et onze.*

FOR ALGERIA
POUR L'ALGÉRIE

FOR ARGENTINA
POUR L'ARGENTINE

FOR AUSTRALIA
POUR L'AUSTRALIE

* *Note*

All the signatures were affixed on March 24, 1971, unless otherwise indicated.

Toutes les signatures ont été apposées le 24 mars 1971, sauf si une autre date est indiquee.

[Footnote in original.]

FOR AUSTRIA
POUR L'AUTRICHE

Strasbourg, le 9 septembre 1971
Laube

FOR BELGIUM
POUR LA BELGIQUE

J. Lodewijck

FOR BRAZIL
POUR LE BRÉSIL

Strasbourg, le 28 juin 1971
Paulo Cabral de Mello

FOR BULGARIA
POUR LA BULGARIE

FOR CAMEROON
POUR LE CAMEROUN

FOR CANADA
POUR LE CANADA

FOR THE CENTRAL AFRICAN REPUBLIC
POUR LA RÉPUBLIQUE CENTRAFRICAINE

FOR CEYLON
POUR CEYLAN

FOR CHAD
POUR LE TCHAD

FOR THE CONGO (BRAZZAVILLE)
POUR LE CONGO (BRAZZAVILLE).

FOR CUBA
POUR CUBA

FOR CYPRUS
POUR CHYPRE

FOR CZECHOSLOVAKIA
POUR LA TCHÉCOSLOVAQUIE

FOR DAHOMEY
POUR LE DAHOMEY

FOR DENMARK
POUR LE DANEMARK

E. Tuxen

FOR THE DOMINICAN REPUBLIC
POUR LA RÉPUBLIQUE DOMINICAINE

FOR THE FEDERAL REPUBLIC OF GERMANY
POUR LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE

von Keller
Kurt Haertel

FOR FINLAND
POUR LA FINLANDE

Erkki Tuuli

FOR FRANCE
POUR LA FRANCE

Strasbourg, le 20 septembre 1971
M. de Camaret

FOR GABON
POUR LE GABON

FOR GREECE
POUR LA GRÈCE

Georges Papoulias
ad referendum

FOR HAITI
POUR HAÏTI

FOR THE HOLY SEE
POUR LE SAINT-SIÈGE

Roland Ganghoffer

FOR HUNGARY
POUR LA HONGRIE

FOR ICELAND
POUR L'ISLANDE

FOR INDONESIA
POUR L'INDONÉSIE

FOR IRAN
POUR L'IRAN

Strasbourg, le 22 juin 1971
H. Pakravan

FOR IRELAND
POUR L'IRLANDE

FOR ISRAEL
POUR ISRAËL

FOR ITALY
POUR L'ITALIE

P Archi

FOR THE IVORY COAST
POUR LA CÔTE D'IVOIRE

FOR JAPAN
POUR LE JAPON

Strasbourg, le 13 septembre 1971
Hideo Kitahara

FOR KENYA
POUR LE KENYA

FOR LEBANON
POUR LE LIBAN

FOR LIECHTENSTEIN
POUR LE LIECHTENSTEIN

Gerliczy-Burian

TIAS 8140

68-569 O 76 - 40

FOR LUXEMBOURG
POUR LE LUXEMBOURG

J. P Hoffmann

FOR MADAGASCAR
POUR MADAGASCAR

FOR MALAWI
POUR LE MALAWI

FOR MALTA
POUR MALTE

FOR MAURITANIA
POUR LA MAURITANIE

FOR MEXICO
POUR LE MEXIQUE

FOR MONACO
POUR MONACO

Strasbourg, le 27 septembre 1971
R. Jung

FOR MOROCCO
POUR LE MAROC

FOR THE KINGDOM OF THE NETHERLANDS
POUR LE ROYAUME DES PAYS-BAS

Strasbourg, le 22 septembre 1971
J. G. de Jong

FOR NEW ZEALAND
POUR LA NOUVELLE-ZÉLANDE

FOR NIGER
POUR LE NIGER

FOR NIGERIA
POUR LE NIGERIA

FOR NORWAY
POUR LA NORVEGE

Leif Nordstrand

FOR THE PHILIPPINES
POUR LES PHILIPPINES

FOR POLAND
POUR LA POLOGNE

FOR PORTUGAL
POUR LE PORTUGAL

FOR ROMANIA
POUR LA ROUMANIE

FOR SAN MARINO
POUR SAINT-MARIN

FOR SENEGAL
POUR LE SENEGAL

FOR SOUTH AFRICA
POUR L'AFRIQUE DU SUD

FOR SPAIN
POUR L'ESPAGNE

L. Martinez Campos Conde
de Santovenia
Antonio F Mazarambroz

FOR SWEDEN
POUR LA SUÈDE

Göran Borggard

FOR SWITZERLAND
POUR LA SUISSE

Walter Stamm

FOR SYRIA
POUR LA SYRIE

FOR TANZANIA
POUR LA TANZANIE

FOR TOGO
POUR LE TOGO

FOR TRINIDAD AND TOBAGO
POUR LA TRINITÉ ET TOBAGO

FOR TUNISIA
POUR LA TUNISIE

FOR TURKEY
POUR LA TURQUIE

FOR UGANDA
POUR L'OUGANDA

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS
POUR L'UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES

FOR THE UNITED ARAB REPUBLIC
POUR LA RÉPUBLIQUE ARABE UNIE

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND
POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD

E. Armitage

FOR THE UNITED STATES OF AMERICA
POUR LES ÉTATS-UNIS D'AMÉRIQUE

Richard A. Wahl
Harvey J. Winter

FOR UPPER VOLTA
POUR LA HAUTE-VOLTA

TIAS 8140

FOR URUGUAY
POUR L'URUGUAY

FOR THE REPUBLIC OF VIET-NAM
POUR LA RÉPUBLIQUE DU VIET-NAM

FOR YUGOSLAVIA
POUR LA YOUGOSLAVIE

N. Jankovic

FOR ZAMBIA
POUR LA ZAMBIE

I hereby certify that the foregoing text is a true copy of the Strasbourg Agreement.

Je, soussigne, certifie que le texte qui précede est la copie conforme de l'Arrangement de Strasbourg.

G. H. C. Bodenhausen

Director General
World Intellectual Property
Organization

December 15, 1971

Directeur general
Organisation Mondiale
de la Propriéte Intellectuelle

15 decembre 1971

TIAS 8140

MULTILATERAL

International Office of Epizootics

Agreement done at Paris January 25, 1924;
Ratification advised by the Senate of the United States of America May 5, 1975;
Accession approved by the President of the United States of America June 9, 1975;
Accession of the United States of America deposited with the Government of France July 29, 1975;
Proclaimed by the President of the United States of America October 18, 1975;
Entered into force with respect to the United States of America July 29, 1975.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The International Agreement for the Creation at Paris of an International Office of Epizootics, was done at Paris on January 25, 1924, a certified copy of which Agreement, in the French language, is hereto annexed;

The Senate of the United States of America by its resolution of May 5, 1975, two-thirds of the Senators present concurring therein, gave its advice and consent to accession to the Agreement;

On June 9, 1975, the President of the United States of America approved accession to the Agreement;

The United States of America deposited its instrument of accession on July 29, 1975, in accordance with the provisions of Article 6 of the Agreement;

The Agreement entered into force for the United States of America on July 29, 1975;

NOW, THEREFORE, I, Gerald R. Ford, President of the United States of America, proclaim and make public the Agreement, to the end that it shall be observed and fulfilled with good faith on and after July 29, 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 eighteenth day of October in the year of our Lord one thousand nine hundred seventy-
[SEAL] five and of the Independence of the United States of America the two hundredth.

GERALD R. FORD

By the President:
ROBERT S. INGERSOLL
Acting Secretary of State

ARRANGEMENT INTERNATIONAL POUR LA CRÉATION, À PARIS, D'UN OFFICE INTERNATIONAL DES ÉPIZOOTIES.[1]

Les Gouvernements de la République Argentine, de la Belgique, du Bresil, de la Bulgarie, du Danemark, de l'Égypte, de l'Espagne, de la Finlande, de la France, de la Grande-Bretagne, de la Grèce, du Guatémala, de la Hongrie, de l'Italie, du Luxembourg, du Maroc, du Mexique, de la Principauté de Monaco, de la Nouvelle-Zélande, des Pays-Bas, du Pérou, de la Perse, de la Pologne, du Portugal, de la Roumanie, du Siam, de la Suède, de la Suisse, de la République Tchécoslovaque et de la Tunisie, ayant jugé utile d'organiser l'Office international des Épizooties, visé dans le vœu émis par la Conférence internationale pour l'étude des Épizooties, le 27 mai 1921, ont résolu de conclure un arrangement à cet effet et sont convenus de ce qui suit:

Article Premier.

Les Hautes Parties contractantes s'engagent à fonder et à entretenir un Office international des Épizooties dont le siège est à Paris.

Article 2.

L'Office fonctionne sous l'autorité et le contrôle d'un Comité formé de délégués des Gouvernements contractants. La composition et les attributions de ce comité, ainsi que l'organisation et les pouvoirs dudit Office, sont déterminés par les statuts organiques qui sont annexés au présent arrangement et qui sont considérés comme en faisant partie intégrante.

Article 3.

Les frais d'installation ainsi que les dépenses annuelles de fonctionnement et d'entretien de l'Office sont couverts par les contributions des États contractants établies dans les conditions prévues par les statuts organiques visés à l'article 2.

Article 4.

Les sommes représentant la part contributive de chacun des États contractants sont versées par ces derniers au commencement de chaque année, par l'intermédiaire du Ministère des Affaires étrangères de la République française, à la Caisse des dépôts et consignations, à Paris, d'où elles seront retirées, au fur et à mesure des besoins, sur mandats du directeur de l'Office.

[1] For the English language text, see p. 1848.

ARTICLE 5.

Les Hautes Parties contractantes se réservent la faculté d'apporter, d'un commun accord, au présent arrangement les modifications dont l'expérience démontrerait l'utilité.

ARTICLE 6.

Les Gouvernements qui n'ont pas signé le présent arrangement sont admis à y adhérer sur leur demande. Cette adhésion sera notifiée par la voie diplomatique au Gouvernement français, et par celui-ci aux autres Gouvernements contractants; elle comportera l'engagement de participer par une contribution aux frais de l'Office, dans les conditions visées à l'article 3.

ARTICLE 7.

Le présent arrangement sera ratifié dans les conditions suivantes:

Chaque Puissance adressera, dans le plus court délai possible, sa ratification au Gouvernement français, par les soins duquel il en sera donné avis aux autres pays signataires.

Les ratifications resteront déposées dans les archives du Gouvernement français.

La présente convention entrera en vigueur, pour chaque pays signataire, le jour même du dépôt de son acte de ratification.

ARTICLE 8.

Le présent arrangement est conclu pour une période de sept années. A l'expiration de ce terme, il continuera à demeurer exécutoire pour de nouvelles périodes de sept ans entre les États qui n'auront pas notifié, une année avant l'échéance de chaque période, l'intention d'en faire cesser les effets en ce qui les concerne.

EN FOI DE QUOI les soussignés, à ce dûment autorisés, ont arrêté le présent arrangement en un seul exemplaire, qu'ils ont revêtu de leurs cachets; cet exemplaire restera déposé dans les archives du Gouvernement français et des copies certifiées conformes seront remises, par la voie diplomatique, aux Parties contractantes.

Ledit exemplaire pourra être signé jusqu'au 30 avril 1924 inclusivement.

Fait à Paris, le 25 janvier 1924.

ANNEXE.

STATUTS ORGANIQUES DE L'OFFICE INTERNATIONAL DES ÉPIZOOTIES.

Article Premier.

Il est institué à Paris un Office international des Épizooties relevant des États qui acceptent de prendre part à son fonctionnement.

Article 2.

L'Office ne peut s'immiscer en aucune façon dans l'administration des différents États.

Il est indépendant des autorités du pays dans lequel il est placé.

Il correspond directement avec les autorités supérieures ou services chargés, dans les divers pays, de la police sanitaire des animaux.

Article 3.

Le Gouvernement de la République française prendra, sur la demande du Comité international visé à l'article 6, les dispositions nécessaires pour faire reconnaître l'Office comme établissement d'utilité publique.

Article 4.

L'Office a pour objet principal:

a. De provoquer et de coordonner toutes recherches ou expériences intéressant la pathologie ou la prophylaxie des maladies infectieuses du bétail, pour lesquelles il y a lieu de faire appel à la collaboration internationale;

b. De recueillir et de porter à la connaissance des Gouvernements et de leurs services sanitaires les faits et documents d'un intérêt général concernant la marche des maladies épizootiques et les moyens employés pour les combattre;

c. D'étudier les projets d'accords internationaux relatifs à la police sanitaire des animaux et de mettre à la disposition des Gouvernements signataires de ces accords les moyens d'en contrôler l'exécution.

Article 5.

Les Gouvernements adressent à l'Office:

1° Par la voie télégraphique, notification des premiers cas de peste bovine ou de fièvre aphteuse constatés dans un pays ou dans une région jusque-là indemnes;

2° A intervalles réguliers, des bulletins établis suivant un modèle adopté par le Comité, donnant les renseignements sur la présence et l'extension des maladies comprises dans la liste suivante:

Peste bovine.	Rage.
Fièvre aphteuse.	Morve.
Péripneumonie contagieuse.	Dourine.
Fièvre charbonneuse.	Peste du porc.
Clavelée.	

La liste des maladies auxquelles s'appliquent l'une ou l'autre des dispositions qui précèdent peut être revisée par le Comité, sous réserve de l'approbation des Gouvernements.

Les Gouvernements font part à l'Office des mesures qu'ils prennent pour combattre les épizooties, notamment de celles qu'ils instituent aux frontières pour protéger leur territoire contre les provenances des pays contaminés. Autant que possible ils répondent aux demandes de renseignements qui leur sont adressées par l'Office.

ARTICLE 6.

L'Office est placé sous l'autorité et le contrôle d'un Comité international qui est composé de représentants techniques, désignés par les États participants, à raison d'un représentant pour chaque État.

ARTICLE 7.

Le Comité de l'Office se réunit périodiquement au moins une fois par an; la durée de ses sessions n'est pas limitée.

Les membres du Comité élisent, par scrutin secret, un président dont le mandat a une durée de trois ans.

ARTICLE 8.

Le fonctionnement de l'Office est assuré par un personnel rétribué comprenant:

Un directeur;
Des fonctionnaires techniques;
Les agents nécessaires à la marche de l'Office.

Le directeur est nommé par le Comité.

Le directeur assiste aux séances du Comité avec voix consultative.

La nomination et la révocation des employés de toute catégorie appartiennent au directeur, qui en rend compte au Comité.

ARTICLE 9.

Les renseignements recueillis par l'Office sont portés à la connaissance des États participants par la voie d'un bulletin ou par des communications spéciales qui leur sont adressées soit d'office, soit sur leur demande.

Les notifications relatives aux premiers cas de peste bovine ou de fièvre aphteuse sont transmises télégraphiquement, aussitôt reçues, aux Gouvernements et aux services sanitaires.

L'Office expose, en outre, périodiquement, les résultats de son activité dans des rapports officiels qui sont communiqués aux Gouvernments participants.

ARTICLE 10.

Le *Bulletin*, qui paraît au moins une fois par mois, comprend notamment:

1° Les lois et règlements généraux ou locaux promulgués dans les différents pays concernant les maladies transmissibles du bétail;

2° Les renseignments concernant la marche des maladies infectieuses des animaux;

3° Les statistiques intéressant l'état sanitaire du cheptel mondial;

4° Des indications bibliographiques.

La langue officielle de l'Office et du *Bulletin* est la langue française. Le Comité pourra décider que des parties du *Bulletin* seront publiées en d'autres langues.

ARTICLE 11.

Les dépenses nécessaires au fonctionnement de l'Office sont couvertes par les États signataires de l'arrangement et par ceux qui pourront y adhérer par la suite, dont la contribution est établie suivant les catégories ci-après:

1re	catégorie,	à raison de	.....	25 unités.
2e	—	—	.....	20
3e	—	—	.....	15
4e	—	—	.....	10
5e	—	—	.....	5
6e	—	—	.....	3

sur la base de cinq cents francs par unité.

Chaque État est libre de choisir la catégorie dans laquelle il désire s'inscrire. Il lui sera toujours loisible de s'inscrire ultérieurement dans une catégorie supérieure.

ARTICLE 12.

Il est prélevé sur les ressources annuelles une somme destinée à la constitution d'un fonds de réserve. Le total de cette réserve, qui ne peut excéder le montant du budget annuel, est placé en fonds d'État de premier ordre.

ARTICLE 13.

Les membres du Comité reçoivent sur les fonds affectés au fonctionnement de l'Office une indemnité de frais de déplacement. Ils reçoivent, en outre, un jeton de présence pour chacune des séances auxquelles ils assistent.

ARTICLE 14.

Le Comité fixe la somme à prélever annuellement sur son budget pour contribuer à assurer une pension de retraite au personnel de l'Office.

ARTICLE 15.

Le Comité établit son budget annuel et approuve le compte rendu des dépenses. Il arrête le règlement organique du personnel, ainsi que toutes dispositions nécessaires au fonctionnement de l'Office.

Ce règlement ainsi que ces dispositions sont communiqués par le Comité aux États participants et ne pourront pas être modifiés sans leur assentiment.

ARTICLE 16.

Un exposé de la gestion des fonds de l'Office est présenté annuellement aux États participants aprés la clôture de l'exercice.

COPIE CERTIFIEE CONFORME A L'ORIGINAL
CONSERVE AUX ARCHIVES
DU MINISTERE DES AFFAIRES ETRANGERES
PARIS, le 18 SEP. 1974
POUR LE MINISTRE ET PAR AUTORISATION
P/Le Ministre Plénipotentiaire
Directeur des Archives et de la Documentation
et P. O.
Le Conservateur en Chef des Archives

Signé : P. ENJALRAN

TIAS 8141

68-569 O - 76 - 41

(Translation by the Department of State)

International Agreement for the Creation at Paris of an International Office for Epizootics

Paris, January 25, 1924.

The Governments of the Argentine Republic, Belgium, Brazil, Bulgaria, Denmark, Egypt, Spain, Finland, France, Great Britain, Greece, Guatemala, Hungary, Italy, Luxembourg, Morocco, Mexico, Principality of Monaco, New Zealand, Netherlands, Persia, Peru, Poland, Portugal, Roumania, Siam, Sweden, Switzerland, Czechoslovakia and of Tunisia, having considered that it would be advantageous to organize the International Office for Epizootics as referred to in the resolution adopted by the International Conference for the Study of Epizootics on the 27th May, 1921, have decided to conclude an agreement to this effect and have agreed as follows:

ARTICLE 1

The High Contracting Parties undertake to found and maintain an International Office for Epizootics with its seat at Paris.

ARTICLE 2

The office shall work under the authority and control of a committee formed by delegates of the contracting Governments. The composition and duties of this committee, as well as the organization and powers of the said office, are laid down in the organic statutes which are annexed to the present agreement and which are considered as forming an integral part thereof.

ARTICLE 3

The cost of the preliminary outlay, as well as the annual expenditure for the working and upkeep of the office, shall be covered by the contributions of the contracting States as laid down in the conditions provided for in the organic statutes to which reference has been made in article 2.

ARTICLE 4

The sums representing the contribution of each of the contracting States shall be paid by the latter at the commencement of each year through the intermediary of the French Ministry for Foreign Affairs to the "Caisse des Dépôts et Consignations" at Paris, whence they will be withdrawn, as and when necessitated, on the order of the director of the office.

ARTICLE 5

The High Contracting Parties reserve to themselves the right, if all are in agreement, to make any modifications of the present agreement which experience may show to be useful.

ARTICLE 6

Governments which have not signed the present agreement may accede to it on their request. Such accession shall be notified through the diplomatic channel to the French Government and by the latter to the other contracting Governments; it will involve the undertaking to participate by means of a contribution to the expenses of the office under the conditions laid down in article 3.

ARTICLE 7

The present agreement shall be ratified under the following conditions:

Each Power will communicate its ratification with as little delay as possible to the French Government, who will notify the other signatory countries.

The ratifications shall be deposited in the archives of the French Government.

The present convention will enter into force for each signatory country on the day on which its ratification is deposited.

ARTICLE 8

The present agreement is concluded for a period of seven years. On the expiry of this period it will continue to remain in force for further periods of seven years between the States which have not notified one year before the end of each period their intention no longer to give effect to its provisions in so far as it concerns them.

In faith whereof the undersigned, duly authorised for this purpose, have signed the present agreement in a single copy, to which they have attached their seals; this copy will remain deposited in the archives of the French Government, and certified copies will be sent through the diplomatic channel to the contracting Parties.

The said copy is open for signature until the 30th April, 1924, inclusive.

Done at Paris, the 25th January, 1924.

ANNEX

Organic Statutes of the
International Office for Epizootics

ARTICLE 1

There is set up at Paris an International Office for Epizootics composed of the States who agree to take part in its working.

ARTICLE 2

The office may not interfere in any way with the administration of the different States.

It is independent of the authorities of the country in which it is situated.

It shall correspond direct with the superior authorities or with the departments in different countries concerned with veterinary police measures.

ARTICLE 3

On the request of the international committee provided for in article 6, the French Government shall take the necessary steps to have the office recognized as an institution of public utility.

ARTICLE 4

The principal objects of the office are as follows:

(a) To institute and to co-ordinate all research or investigation concerning the pathology or prophylaxis of contagious diseases of animals which call for international collaboration.

(b) To collect and to notify to the Governments and their sanitary services the facts and documents of general interest concerning the progress of contagious diseases of animals and the means employed for fighting them.

(c) To study the drafts of international agreements concerning veterinary police measures and to put at the disposal of the Powers signatory to these agreements the means of controlling the execution of such agreements.

ARTICLE 5

The Governments shall send to the office--

(1.) Telegraphically, notification of the first cases of cattle plague or foot-and-mouth disease occurring in a country or a district which has hitherto been free;

(2.) At regular intervals, reports based on a model adopted by the committee, giving information as to the presence and extension of diseases comprised in the following list:

Rinderpest.
Foot-and-mouth disease.
Contagious bovine pleuropneumonia.
Anthrax.
Sheep pox.
Rabies.
Glanders.
Dourine.
Swine fever.

The list of diseases to which apply the one or the other of the preceding arrangements may be revised by the committee, provided that the Governments approve.

The Governments shall communicate to the office the measures they are taking for fighting animal diseases, especially those which they are taking on their frontiers to protect their territory against arrivals from contaminated countries. They will reply as far as possible to requests for information addressed to them by the office.

ARTICLE 6

The office shall be placed under the authority and control of an international committee, which shall be composed of technical representatives appointed by the participating States on the basis of one representative for each State.

ARTICLE 7

The committee of the office shall meet periodically and at least once a year; the length of its sessions is not limited.

The members of the committee shall elect by secret ballot a president, whose term of office shall last for three years.

ARTICLE 8

The working of the office shall be assured by a paid staff comprising--

A director;

Technical officials;

Personnel necessary for working the office.

The director shall be appointed by the committee.

The director shall be present at the meetings of the committee but shall not have the right to vote.

The appointment and dismissal of employees of every category shall be the duty of the director, who will report to the committee.

ARTICLE 9

The information collected by the office shall be brought to the notice of the contracting States by means of a report or by special communications addressed to them either as a matter of course or at their request.

The notifications concerning first cases of rinderpest or foot-and-mouth disease shall be sent telegraphically, as soon as they are received, to the Government and sanitary services.

Further, the office shall disseminate periodically the results of its activities in the official reports which are communicated to the participating Governments.

ARTICLE 10

The "Bulletin," which appears at least once a month, shall comprise in particular--

1. The laws and general or local regulations promulgated in the different countries concerning contagious animal diseases;
2. Information concerning the progress of contagious diseases of animals;
3. Statistics concerning the disease position among domestic animals throughout the world;
4. Bibliographical notices.

The official language of the office and of the "Bulletin" is French. The committee may decide that parts of the "Bulletin" shall be published in other languages.

ARTICLE 11

The money required for the working of the office shall be provided by the States signatory to the agreement and by those who shall adhere in due course, whose contribution shall be fixed according to the following categories:

1st	category,	at the rate of	25	units;
2nd	"	"	20	"
3rd	"	"	15	"
4th	"	"	10	"
5th	"	"	5	"
6th	"	"	3	"

on the basis of 500 francs per unit.

Each State is at liberty to choose the category into which it wishes to be enrolled. It will always be permitted to transfer at a later date into a higher category.

ARTICLE 12

A sum to provide for a reserve fund shall be deducted from the annual receipts. The total of this reserve, which may not exceed the amount of the yearly budget, shall be invested in first class State securities.

ARTICLE 13

The members of the committee shall receive from the funds set aside for the working of the office an allowance for travelling expenses. Further, they shall receive an attendance fee for each of the sittings which they attend.

ARTICLE 14

The committee shall fix the sum which is to be taken yearly from its budget in order to contribute towards the provision for pensions on retirement for the personnel of the office.

ARTICLE 15

The committee shall fix its annual budget and approve the statement of expenditure. It shall settle the statutory regulations for the personnel, as well as all the arrangements necessary for the working of the office.

These regulations as well as the arrangements shall be communicated by the committee to the participating States, and cannot be modified without their assent.

ARTICLE 16

A statement of the management of the office's funds shall be sent annually to the participating States at the end of the fiscal year.

REPUBLIC OF KOREA

Agricultural Commodities

Agreements amending the agreement of April 12, 1973, as amended.
Effected by exchange of notes
Signed at Seoul May 27, 1975;
Entered into force May 27, 1975.
And exchange of notes
Signed at Seoul July 1, 1975;
Entered into force July 1, 1975.

The American Ambassador to the Korean Deputy Prime Minister and Minister, Economic Planning Board

No. 135 SEOUL, KOREA *May 27, 1975*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on April 12, 1973, as amended on May 29, 1973, December 7, 1974, February 26, 1975, and March 13, 1975,[1] and to propose that Part II, Particular Provisions, be further amended as follows:

Item I. Commodity Table: Under the appropriate column headings make the following changes:

On the line entitled "Rice" change "185,000" to "220,000", and "$70.8" to "$82.8".

On the line entitled "Wheat/Wheat Flour (Wheat Basis)" change "380,000" to "306,000" and "$30.9" to "$24.9".

On the line entitled "Cotton" change "125,000" to "85,000" and "$19.1" to "$13.1".

All other terms and conditions of the April 12, 1973, 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.

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[1] TIAS 7610, 7638, 7976, 8023; 24 UST 987, 1129; 25 UST 3128; *ante*, p. 177.

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

RICHARD L. SNEIDER

Richard L. Sneider
Ambassador of the
United States of America

His Excellency
NAM DUCK WOO
Deputy Prime Minister and
Minister, Economic Planning Board
of the Republic of Korea

The Korean Deputy Prime Minister and Minister, Economic Planning Board, to the American Ambassador

ECONOMIC PLANNING BOARD
REPUBLIC OF KOREA
SEOUL, KOREA

May 27, 1975

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 April 12, 1973, as amended on May 29, 1973, December 7, 1974, February 26, 1975, and March 13, 1975, and to propose that Part II, Particular Provisions, be further amended as follows:

"Item I. Commodity Table: Under the appropriate column headings make the following changes:

"On the line entitled "Rice" change "185,000" to "220,000", and "$70.8" to "$82.8".

"On the line entitled "Wheat/Wheat Flour (Wheat Basis)" change "380,000" to "306,000" and "$30.9" to "$24.9".

On the line entitled "Cotton" change "125,000" to "85,000" and "$19.1" to "$13.1".

"All other terms and conditions of the April 12, 1973, Agreement remain the same.

"If the foregoing is acceptable to your Government, I have

His Excellency
Ambassador of the
United States of America
Seoul, Korea

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

The American Ambassador to the Korean Acting Minister, Economic Planning Board

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 162

SEOUL, KOREA, *July 1, 1975*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on April 12, 1973, as amended on May 29, 1973, December 7, 1974, February 26, 1975, March 13, 1975, and May 27, 1975, and to propose that Part II, Particular Provisions, be further amended as follows:

Item I. Commodity Table: Under the appropriate column headings make the following changes:

On the line entitled "Rice" change "220,000" to "277,000", and "$82.8" to "$101.0".

On the line entitled "Wheat/Wheat Flour", change "306,000" to "186,400" and "$24.9" to "$17.2".

On the line entitled "Corn/Grain Sorghum", change "86,000" to "67,100" and "$6.0" to "$4.8".

On the line entitled "Cotton", change "85,000" to "22,400" and "$13.1" to "$3.8".

All other terms and conditions of the April 12, 1973, 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.

RICHARD L. SNEIDER

His Excellency
CHOI, GAK KYU
Acting Minister
Economic Planning Board
of the Republic of Korea

The Korean Acting Minister, Economic Planning Board, to the American Ambassador

ECONOMIC PLANNING BOARD
REPUBLIC OF KOREA
SEOUL, KOREA

July 1, 1975

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 April 12, 1973, as amended on May 29, 1973, December 7, 1974, February 26, 1975, March 13, 1975, and May 27, 1975, and to propose that Part II, Particular Provisions, be further amended as follows:

Item I. Commodity Table: Under the appropriate column headings make the following changes:

On the line entitled "Rice" change "220,000" to "277,000", and "$82.8" to "$101.0".

On the line entitled "Wheat/Wheat Flour", change "306,000" to "186,400" and "$24.9" to "$17.2".

On the line entitled "Corn/Grain Sorghum", change "86,000" to "67,100" and "$6.0" to "$4.8".

On the line entitled "Cotton", change "85,000" to "22,400", and "$13.1" to "$3.8".

His Excellency
Ambassador of the
United States of America
Seoul, Korea

All other terms and conditions of the April 12, 1973, 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.

Choi, Gak Kyu
Acting Minister
Economic Planning Board of
the Republic of Korea

COSTA RICA

Trade: Meat Imports

Agreement effected by exchange of notes
Signed at San José April 17 and 22, 1975;
Entered into force April 22, 1975.

The American Ambassador to the Costa Rican Minister of Foreign Relations

N° 59 SAN JOSÉ, *April 17, 1975*

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two governments relating to the importation into the United States for consumption of fresh, chilled or frozen cattle meat (Item 106.10 of the tariff schedules of the United States) and fresh, chilled or frozen meat of goats and sheep, except lambs (Item 106.20 of the tariff schedules of the United States) during the calendar year 1975 and to the agreements between the United States and other countries constituting the 1971 and 1972 restraint programs concerning shipments of such meats to the United States.

With the understanding that similar agreements also will be concluded for the calendar year 1975 with the governments of other countries that participated in the 1971 and 1972 restraint programs, I have the honor to propose the following agreement between our two governments:

1. On the basis of the foregoing, and subject to paragraph 4, the permissible total quantity of imports of such meats into the United States during the calendar year 1975 from countries participating in the restraint program shall be 1161.9 million pounds, and the Government of Costa Rica and the Government of the United States of America shall respectively undertake responsibilities as set forth below for regulating exports to, and imports into, the United States.

2. The Government of Costa Rica shall limit the quantity of such meats exported from Costa Rica to the United States for entry or withdrawal from warehouse for consumption during the calendar year 1975 to 52.2 million pounds or such higher figure as may result from adjustments pursuant to paragraph 4.

3. The Government of the United States of America may limit imports of such meats of Costa Rican origin, whether by direct or

indirect shipments, through issuances of regulations governing the entry, or withdrawal from warehouse, for consumption in the United States, provided that, with respect to imports which are direct shipments from Costa Rica.

(A) Such regulations shall not be employed to govern the timing of entry or withdrawal from warehouse for consumption of such meat from Costa Rica; and

(B) Such regulations shall be issued only after consultation with the Government of Costa Rica pursuant to paragraph 6 and only in circumstances where it is evident after such consultations that the quantity of such meat likely to be presented for entry or withdrawal from warehouse for consumption in the calendar year 1975 will exceed the quantity specified in paragraph 2, as it may be increased pursuant to paragraph 4.

4. The Government of the United States of America may increase the permissible total quantity of imports of such meats into the United States during the calendar year 1975 from countries participating in the restraint program or may allocate any estimated shortfall in a share of the restraint program quantity or in the initial estimates of imports from countries not participating in the restraint program. Thereupon, if no shortfall is estimated for Costa Rica, such increase or estimated shortfall shall be allocated to Costa Rica in the proportion that 52.2 million pounds bears to the total initial shares from all countries participating in the restraint program which are estimated to have no shortfall for the calendar year 1975. The foregoing allocation shall not apply to any increase in the estimate of imports from countries not participating in the 1975 restraint program.

5. The Government of the United States of America shall separately report meats rejected as unacceptable for human consumption under United States inspection standards, and such meats will not be regarded as part of the quantity described in paragraph 2.

6. The Government of Costa Rica and the Government of the United States of America shall consult promptly upon the request of either government regarding any matter involving the application, interpretation or implementation of this agreement, and regarding any increase in the total quantity permissible under the restraint program and allocation of shortfall.

7. In the event that quotas on imports of such meats should become necessary, the representative period used by the Government of the United States of America for calculation of the quota for Costa Rica shall not include the period between October 1, 1968 and June 30, 1972 or the calendar year 1975, except by the agreement of the Government of Costa Rica.

I have the honor to propose that, if the foregoing is acceptable to the Government of Costa Rica, this note together with Your Excellency's confirmatory reply constitute an agreement between our two governments which shall enter into force on the date of your reply.

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

TERENCE A. TODMAN

His Excellency,
Licenciado GONZALO J. FACIO,
Minister of Foreign Relations,
San José.

The Costa Rican Minister of Foreign Relations to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES Y CULTO
REPUBLICA DE COSTA RICA

Dirección General
de Política Exterior
No. 75.703 PE

San José, 22 de abril de 1975

Excelentísimo señor:

Tengo el honor de contestar la nota de Vuestra Excelencia No. 59 de abril del año en curso que dice:

"Excelencia: Tengo el honor de referirme a las conversaciones entre representantes de nuestros dos gobiernos relacionadas con la importación de carne fresca, refrigerada o congelada de ganado vacuno a los Estados Unidos (rubro 106.10 del cuadro de tarifas de los Estados Unidos) y carne fresca, refrigerada o congelada de cabra o carnero, excepto cordero (rubro 106.20 del cuadro de tarifas de los Estados Unidos) durante el año civil de 1975 y a los acuerdos entre los Estados Unidos y otros países, incluyendo Costa Rica, que constituyen los programas de restricciones de 1971 y 1972 en relación con los envios de tales carnes a los Estados Unidos.

Con el entendimiento de que acuerdos similares se concertarán también para el año civil de 1975 con los gobiernos de los países que participaron en los programas de restricciones para 1971 y 1972, tengo el honor de proponer el siguiente acuerdo entre nuestros dos gobiernos:

Excelentísimo señor
Terence A. Todman
Embajador de los Estados
Unidos de América
Ciudad

1.- Con base en lo anterior, y con sujeción a lo indicado en el párrafo 4, la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año civil de 1975 de los países que participen en el programa de restricciones será de 1161.9 millones de libras, y el gobierno de Costa Rica y el gobierno de los Estados Unidos de América asumirán respectivamente las obligaciones que se indican a continuación para reglamentar las exportaciones e importaciones a los Estados Unidos.

2.- El gobierno de Costa Rica limitará las exportaciones de las carnes ya señaladas con el fin de que la cantidad de dichas carnes procedentes de Costa Rica y que durante el año civil de 1975 hayan tenido entrada o salida de almacén para el consumo en los Estados Unidos no exceda 52.2 millones de libras o aquella cantidad mayor que pueda resultar de los ajustes realizados en virtud del párrafo 4.

3.- El gobierno de los Estados Unidos de América podrá limitar las importaciones de tales carnes cuyo origen es Costa Rica, bien sea en envíos por vía directa o indirecta, por medio de la promulgación de reglamentos que gobiernen la entrada o salida de almacén de las carnes para consumo en los Estados Unidos, siempre que, en relación a las importaciones que sean envíos directos de Costa Rica.

(A) Tales reglamentos no se empleen para gobernar las fechas o momento de entrada o salida de almacén para el consumo de tales carnes de Costa Rica; y

(B) Tales reglamentos se promulguen solamente después de que se hayan celebrado consultas con el gobierno de Costa Rica conforme al párrafo 6, y solamente bajo circunstancias en las que es obvio, des

pués de celebrarse tales consultas, que la cantidad de tales carnes que probablemente se presentará para su entrada o salida de almacén para el consumo en el año civil de 1975, excederá la cantidad que se especifica en el párrafo 2, en la medida en que pueda ser aumentada en virtud del párrafo 4.

4.- El gobierno de los Estados Unidos de América podrá aumentar la cantidad total permitida de importaciones de tales carnes a los Estados Unidos durante el año civil de 1975 de países que participen en el programa de restricciones o podrá adjudicar cualquier déficit calculado en una parte de la cantidad del programa de restricciones o en los cálculos iniciales de importaciones de países que no participen en el programa de restricciones. Seguidamente, si no se ha calculado un déficit para Costa Rica, tal aumento o déficit calculado será adjudicado a Costa Rica en la proporción que 53.2 millones de libras tienen con el total de participaciones iniciales de todos los países participantes en el programa de restricciones y que se calcula no tendrán déficit en el año civil de 1975.
La adjudicación anterior no se aplicará a cualesquiera aumentos en el cálculo de importaciones de países que no participen en el programa de restricciones para el año de 1975.

5.- El gobierno de los Estados Unidos de América rendirá informes, por separado, acerca de carnes rechazadas por no ser aptas para el consumo humano conforme a las normas de inspección de los Estados Unidos, y tales carnes no se considerarán como parte de la cantidad que se indica en el párrafo 2.

6.- El gobierno de Costa Rica y el gobierno de los Estados Unidos de América celebrarán consultas lo antes posible después de que uno de los gobiernos los solicite, en relación con cualquier asunto sobre la aplicación, interpretación o puesta en práctica del presente acuerdo, y sobre aumentos de la cantidad total permitida conforme al programa de restricciones y la adjudicación del déficit.

7.- En el caso de que fuera necesario imponer cuotas en las importaciones de las carnes señaladas, el período representativo empleado por los Estados Unidos de América para calcular la cuota para Costa Rica no incluirá el período comprendido entre el 1° de octubre de 1968 y el 30 de junio de 1972, o el año civil de 1975, excepto por acuerdo con el Gobierno de Costa Rica.

Tengo el honor de proponer que si lo anterior es aceptable para el Gobierno de Costa Rica, la presente nota, junto con la nota de respuesta de Su Excelencia confirmado lo antedicho, constituyen un acuerdo entre nuestros dos gobiernos que entrará en vigor en la fecha de la respuesta de Su Excelencia."

Me es grato comunicar la conformidad del Gobierno de Costa Rica con la propuesta arriba transcrita. En consecuencia, la nota de Vuestra Excelencia y la presente constituyen un acuerdo entre nuestros dos gobiernos que entrará en vigor en esta fecha.

Aprovecho la oportunidad para reiterar al señor Embajador las seguridades de mi distinguida consideración.

Gonzalo J. Facio
Ministro de Relaciones Exteriores

TRANSLATION

REPUBLIC OF COSTA RICA
Ministry of Foreign Relations and Worship
Foreign Policy Bureau
No. 75.703 PE

San José, April 22, 1975

Excellency:

I have the honor to reply to Your Excellency's note No. 59 of April 1975, which reads:

[For the English language text, see p. 1864.]

I take pleasure in informing you that the Government of Costa Rica concurs in the foregoing proposal. Consequently, Your Excellency's note and this reply shall constitute an agreement between our two Governments, effective on this date.

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

Gonzalo J. Facio

Gonzalo J. Facio
Minister of Foreign Relations

His Excellency
Terence A. Todman,
Ambassador of the
United States of America,
San José.

ISRAEL

Desalting Plant

Agreement signed at Washington June 27, 1975;
Entered into force June 27, 1975.

JOINT AGREEMENT

BETWEEN

THE GOVERNMENT OF ISRAEL

AND

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

FOR

THE DESIGN, CONSTRUCTION, TESTING AND OPERATION

OF A LARGE-SCALE PROTOTYPE DESALTING

PLANT IN ISRAEL

Dated: June 27, 1975
18th day of Tammuz 5735

AGREEMENT, dated June 27, 1975, the 18th day of Tammuz 5735, between the Government of Israel ("ISRAEL"), acting through and represented by the National Council for Research and Development, and the Government of the United States of America ("UNITED STATES"), acting through and represented by the Agency for International Development ("A.I.D.").

As parties to this Agreement, Israel and the United States do hereby agree as follows:

ARTICLE I.

PURPOSES OF THIS AGREEMENT

SECTION 1.01. Purposes. The parties seek to promote the following common purposes:

(a) To improve existing technology, to develop and advance new technology, and to gain experience in the design and construction of large-scale desalting plants of advanced concepts, so as to contribute materially to low cost desalination in all countries;

(b) To deepen and extend cooperative working relations and to facilitate the exchange of desalting and related technology between the technical and scientific communities in the two countries; and

(c) To make feasible through improvements in technology the large-scale production of desalted water for use in arid and semi-arid areas of the two countries.

ARTICLE II

THE PROJECT

SECTION 2.01. The Project.

(a) The parties undertake to carry out the "Project", which throughout this agreement shall be understood as including each of the following elements:

1. The development of conceptual and detailed designs for a prototype desalting plant with a production capacity of approximately 10 million gallons per day, to be constructed at Ashdod, Israel, including various collateral tests;

2. The design, construction and operation at Ashdod of a seven-effect intermediate test module for subsequent incorporation into the prototype plant;

3. Construction of the prototype plant at Ashdod;

4. Operation and maintenance of the prototype plant for a period to be mutually agreed upon, but not to exceed five years following the completion of construction; and

5. Evaluation and reporting of data and results achieved in the construction and operation of the prototype plant to determine the technological and cost feasibility of constructing and operating larger-scale desalting plants which shall meet the respective needs of the parties in the next decade.

(b) The Project shall utilize the "IDE Process" as that process is described in the "Proposal for a Prototype Plant in Israel", published by the State of Israel, Prime Minister's Office, February 1971, and in supplementary materials supplied from time to time since 1971 by Israel to the United States.

(c) By means of the intermediate test module the parties expect to test and verify the design characteristics of the prototype plant. The number of effects in the intermediate test module may be modified by subsequent agreement of the parties in writing.

SECTION 2.02. Project Organization and Management.

(a) Israel shall act as owner in the Project and shall secure and retain title to the physical plant and its appurtenances.

(b) Israel shall select as general contractor and shall enter into a contract with a firm having the capacity and experience to use the IDE Process successfully. The United States shall review and approve the selection and the terms of the contract.

(c) Israel shall select a person or entity to act as Project Manager for the Project. The United States shall review and approve the selection and the terms of the contract. With each other's consent, the parties shall appoint technical experts to serve on the staff of the Project Manager. The Project Manager and his staff shall have full and free access to the one million gallon per day desalting plant at Elat, Israel, as well as to any contributions to the Project by Israel under Section 3.02 (b).

(d) Annual Report on Technology. The Project Manager shall prepare and deliver to the parties on an annual basis a report containing a description of the technology developed under the Project as of the date of the report. The form and content of such report shall be mutually agreed upon by the parties.

(e) Annual Project Budget. No later than January 1 of each calendar year, a project budget shall be prepared by the Project Manager and submitted to the two parties for their review and approval. Among other things, such budget shall provide a basis for allocating the contributions of the parties to specific procurement activities.

ARTICLE III

CONTRIBUTION OF RESOURCES TO THE PROJECT

SECTION 3.01. Contributions by the United States. The United

States will contribute the following resources to the Project:

(a) Financial assistance on a grant basis for items relating to the Project and eligible for A.I.D. financing in an amount which shall not exceed either fifty per centum (50%) of the total capital costs of the facilities associated with the production of water, and fifty per centum (50%) of the operation and maintenance costs for the operating demonstration period, or twenty million United States dollars ($20,000,000), whichever is less; and

(b) Technical and administrative expertise to be made available through appointments to the staff of the Project Manager, as described in Subsection 2.02(c), through review and approval functions which the United States shall exercise, and through continuing discussions and communications with Israel and its designees, so as to monitor implementation of the Project and thereby to assist in the realization of the purposes of the Project. The contribution described in this subsection shall not serve to increase total financial assistance set forth in the foregoing subsection.

SECTION 3.02. Contributions by Israel. Israel will contribute the following to the Project:

(a) The use of land and the existing power plant and related facilities at Ashdod, Israel;

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(b) The use of all designs, drawings, uses, processes, licenses, patents (subject, process and background), specifications, developments and information as may be required to utilize the IDE Process for the Project;

(c) A financial grant contribution (estimated at approximately $35,000,000 equivalent) which, when added to the contributions of the United States, will assure adequate funding for the Project to its completion. Israel undertakes to finance all costs above the maximum contribution of the United States described in Subsection 3.01(a); and

(d) Such other resources as may reasonably be required to complete the Project successfully.

ARTICLE IV.

CONDITIONS PRECEDENT TO DISBURSEMENT BY THE UNITED STATES

SECTION 4.01 Conditions Precedent. Prior to the first disbursement or to the issuance of the first letter of commitment by the United States, Israel shall, except as the United States may otherwise agree in writing, furnish to the United States in form and substance satisfactory to the United States:

(a) An opinion from the Ministry of Justice of Israel that this agreement has been duly authorized and/or ratified by, and executed on behalf of Israel, and that it constitutes a valid

and legally binding obligation of Israel in accordance with all of its terms;

(b) A statement of the names of the persons holding or acting in the office of Israel specified in Section 11.02 and a specimen signature of each person specified in such statement; and

(c) A financial plan for the Project indicating planned costs, the source of funds to cover such costs, and the budget for the first year.

SECTION 4.02. Terminal Date for Meeting Conditions Precedent. If all the conditions specified in Section 4.01 shall not have been met within one hundred twenty (120) days from the date of execution of this Agreement or such later date as the United States may agree to in writing, the United States at its option may terminate this Agreement by giving notice to this effect. Following such notice this Agreement and all obligations of the parties hereto shall terminate.

SECTION 4.03. Notification of Meeting of Conditions Precedent to Disbursement. The United States shall notify Israel upon its determination that the conditions precedent to disbursement specified in Section 4.01 have been met.

ARTICLE V.

REPRESENTATIONS

SECTION 5.01. The Proposal. Israel represents and warrants to the

United States to the best of its knowledge as follows:

(a) Facts and representations contained in the "Proposal for a Prototype Desalting Plant in Israel", referred to in Article II above, and in additional documents which Israel has submitted to the United States in negotiations which concluded with the execution of this Agreement, are accurate and complete;

(b) Israel had disclosed to the United States all known facts and circumstances that might materially affect the success of the Project;

(c) Except as indicated in the records of the negotiations, there has been no conveyance or assignment to date of patents and know-how, as defined in Section 6.01(b), so as to restrict materially or circumscribe rights in or to patents and know-how to be made available pursuant to Sections 6.02 and 6.03;

(d) The list and description (previously delivered to the United States) of background patents and licenses relating to the IDE Process and in effect on the dates indicated in such list is accurate and complete as of the date hereof.

ARTICLE VI

PATENTS

SECTION 6.01. Patents, Know-how, and the Dissemination of Technology.

(a) The United States and Israel shall share in the technology derived from the design, construction and operation of the prototype plant

in the manner provided in Sections 6.01 through 6.04.

(b) For purposes of this Article the following definitions shall apply:

1. "Patents and know-how" means all patents (subject, process, and background); descriptions of process, designs, drawings, copyrights, test results, licenses, operating manuals, specifications, developments and information hereafter developed or pertaining to the Project; and background patents utilized in the Project;

2. "Appropriated funds" means funds appropriated by the Congress of the United States and expended in first instance from the Treasury of the United States to procure goods and services;

3. "Political subdivisions" means States of the United States, municipal bodies within States, territories and possessions of the United States, and agencies and instrumentalities of the foregoing. As the term may be applied in connection with the licensing of patents and know-how to political subdivisions, it shall be understood that such licensing shall refer to the use by political subdivisions of patents and know-how within their specific jurisdictions only for public, non-proprietary purposes;

4. "Use by the United States" means utilization of patents and know-how in connection with the construction or planned construction of any desalting facility (i) in the United States where the United States or any of its political subdivisions will become the owner of such facility or will receive the benefits of water production associated

with such facility; or (ii) outside the United States or its political subdivisions where the facility is to be constructed with appropriated funds. If during the course of the Project, patents and know-how become useful in areas of application other than the construction of desalting facilities, "use by the United States" shall encompass, in a manner corresponding to the previous definition of the term, such other applications both within and outside the United States.

SECTION 6.02. Sharing Technology With the United States.

(a) Israel shall be the principal owner of all patents and know-how. It shall, however, make available to the United States by license or other appropriate means on a non-exclusive royalty-free basis all patents and know-how for use by the United States. Upon request by the United States, Israel shall upon the same terms above directly license (or shall cause to be licensed or shall otherwise make available through appropriate means) to political subdivisions all patents and know-how; the United States may, in the alternative, sub-license on the same terms the use of patents and know-how to political subdivisions under its license from Israel.

(b) Patents and know-how which the United States makes available to its subdivisions shall be accompanied by admonitions to authorized recipients to safeguard the confidentiality of patent and know-how information against unauthorized dissemination or use. Such

admonitions shall be jointly formulated by the parties to this agreement in a manner which will grant Israel, or its designee, enforcement rights in the event of breach by a recipient of patents and know-how of the limitation against unauthorized use or dissemination. Private contractors performing work for the United States or its political subdivisions shall be afforded access to patents and know-how to the extent necessary to make effective use of such material.

(c) In connection with any authorized dissemination of patents and know-how the origin of such material shall be clearly described as the product of the joint effort between the parties to this agreement.

(d) On request by the United States, Israel agrees to execute and deliver such instruments of conveyance of patents and know-how as may best effectuate the provisions of this Article.

SECTION 6.03. Sharing Technology With Private Parties.

(a) Israel shall license, convey, or otherwise make available patents and know-how to United States citizens and corporations on reasonable terms and conditions. Any such arrangement which it concludes with private United States entities shall be on a non-exclusive and non-discriminatory basis and any royalty fee which it charges shall take into account, among other things, the overall financial contribution (which has been made or which is planned) by the United States States under this agreement.

(b) Israel may refuse to make patents and know-how available to private United States entities if a requesting party does not possess competence necessary to utilize such material effectively or does not have a bona fide interest in such material directly related to an actual or intended use or application thereof.

(c) If Israel rejects a request from a private United States entity for patent or know-how information, it shall inform the private party of the reasons for the rejection. It shall also furnish the private party information about this agreement and the undertakings which it has made to the United States in this Section. If the United States after review and consultation with Israel thereafter requests Israel, despite the prior rejection, to make such materials available to the private United States entity, Israel shall comply with such request.

SECTION 6.04. Special Provisions Relating to Dissemination of Technology.

(a) Israel shall grant no license or right to or in patents and know-how to any third party which would or which might tend to restrict materially or to circumscribe rights in patents and know-how to be made available pursuant to this Article. The parties agree that the granting of any exclusive right or license would restrict materially the rights referred to immediately above.

(b) The parties shall make available to each other, through the design life of the prototype plant (to the extent each party has authority to do so), improvements, new inventions, and patents directly flowing from efforts on this Project and which arise or become known through activities of licensees of either party or persons or entities to whom patents and know-how have been made available as contemplated by this Article.

(c) Whenever Israel licenses or otherwise makes available patents and know-how, it may request reimbursement for direct, out-of-pocket costs incurred in such transaction.

ARTICLE VII

GENERAL COVENANTS AND WARRANTIES

SECTION 7.01. Execution of the Project.

(a) Israel shall carry out the Project with due diligence and efficiency, and in conformity with sound engineering, construction, financial, and administrative practices.

(b) Israel shall cause the Project to be carried out in conformity with plans, specifications, contracts, schedules, and arrangements, and with modifications thereto, as approved by the United States pursuant to this Agreement.

SECTION 7.02. Consultation. The parties shall cooperate to assure that the purposes of this Agreement will be accomplished. Upon request, the parties shall exchange views with regard to any aspect affecting the Project.

SECTION 7.03. Operation and Maintenance. Israel shall operate, maintain, and repair the prototype plant in conformity with sound engineering, financial and administrative practices and in such a manner as to insure the continuing and successful achievement of the purposes of the Project.

SECTION 7.04. Taxation.

(a) Materials and equipment imported for the Project and financed by the United States under this Agreement shall be exempt from identifiable taxes imposed under the laws of Israel.

(b) United States entities (citizens and firms) which enter and which are present in Israel solely to perform services in connection with the Project shall be exempt from taxes on income financed by the United States under this Agreement.

(c) United States citizens who enter and reside in Israel solely to perform services financed by the United States under this Agreement shall be exempted from taxation for household effects and personal items imported for their own use.

(d) If exemptions set forth in this Section are not given effect in the application of the laws of Israel, the United States may demand, pursuant to provisions set forth in Implementation Letters, reimbursement from Israel of amounts improperly collected as taxes.

SECTION 7.05. Utilization of Goods and Services. Except as the United States may otherwise agree in writing, goods and services financed by the United States under this Agreement shall be used exclusively for the Project. Upon completion of the Project or upon determination by the Project Manager that goods can no longer usefully be employed for the Project, Israel may use or dispose of goods on hand in a manner approved in writing by the United States.

SECTION 7.06. Disclosure of Material Facts and Circumstances. The parties shall inform each other promptly of facts and circumstances which might materially affect the Project or the discharge of their obligations under this Agreement.

SECTION 7.07. Maintenance and Audit of Books and Records.

(a) Israel shall maintain and cause contractors and major subcontractors to maintain books and records relating to the Project and to this

Agreement in accordance with sound accounting principles and practices consistently applied. Such books and records shall be adequate to show:

1. The receipt and use made of goods and services acquired with funds disbursed pursuant to this Agreement;
2. The nature and extent of solicitations of prospective suppliers of goods and services acquired;
3. The basis of award of contracts and orders to successful bidders and offerors; and
4. The financial and physical progress of the Project.

(b) Books and records shall be available for audit in accordance with sound auditing standards as may be required in Implementation Letters. Books and records shall be maintained for three years after the termination of the Project.

SECTION 7.08. Maintenance of Project Data and Drawings. Israel shall maintain all drawings, test results, specifications, descriptions of processes, operating manuals, and other evidences of work product produced throughout the Project. Such materials shall be maintained for three years after termination of the Project.

SECTION 7.09. Reports. The parties shall furnish to each other such information and reports relating to this Agreement and to the Project as may be reasonably requested.

SECTION 7.10. Inspections. Authorized representatives of the United States shall have the right at all reasonable times to inspect the Project, the utilization of goods and services financed under this Agreement, and

books, records, work product and other documents relating to the Project or to the Agreement. Israel shall assure access to the foregoing and shall cooperate with the United States to facilitate such inspections. It shall permit representatives of the United States to visit any part of the country for any purpose relating to this Agreement or to the Project. Representatives of the United States shall have a permanent right of access to the prototype plant to observe its operations.

ARTICLE VIII

PROCUREMENT

SECTION 8.01. Procurement from the United States. Except as the United States may otherwise agree in writing, disbursements made pursuant to Section 9.01 shall be used to finance the procurement for the Project of goods and services having their source and origin in the United States.

SECTION 8.02. Procurement from Israel. Except as the United States may otherwise agree in writing, disbursements made pursuant to Section 9.02 shall be used to finance the procurement for the Project of goods and services having their source and origin in Israel.

SECTION 8.03. Goods and Services Not Financed by the United States. Goods and services not financed by the United States shall have their source and origin in countries included in Code 935 of the A.I.D. Geographic Code Book as in effect at the time orders are placed.

SECTION 8.04. Implementation of Procurement Requirements. Definitions applicable to source and origin requirements contained in Sections 8.01, and 8.02, and 8.03 will be set forth in detail in Implementation Letters.

SECTION 8.05. Eligibility Date. Except as the United States may otherwise agree in writing, goods or services are ineligible for financing by the United States if procured for the Project pursuant to orders or contracts firmly placed or entered into prior to the date of the Agreement.

SECTION 8.06. Maximizing United States Procurement. The parties agree to use every reasonable effort to maximize the procurement from the United States of goods and services used for the Project and financed by the United States.

SECTION 8.07. Plans, Specifications and Contracts.

(a) Except as the United States may otherwise agree in writing, Israel shall, upon request and pursuant to instructions contained in Implementation Letters, furnish to the United States plans, specifications, construction schedules, bid documents, and contracts relating to the Project, as well as revisions thereto, whether or not goods and services to which they relate are financed by the United States.

(b) To the extent so requested, plans, specifications and construction schedules furnished pursuant to the foregoing subsection shall be approved by the United States in writing prior to their use.

(c) Except as the United States may otherwise agree in writing, all bid documents and contracts relating to engineering, procurement and construction services financed by the United States shall be approved by the United States in writing prior to their issuance. In the case of any of the above contracts for services, the United States shall also approve in writing the contractor. Proposed amendments to any of such contracts shall also be approved by the

United States in writing prior to their becoming effective.

(d) Except as the United States may otherwise agree in writing, all bid documents and contracts to be financed by the United States involving an amount in excess of $50,000 equivalent and relating to goods, materials or equipment shall be approved by the United States in writing prior to their becoming effective.

(e) Bid documents and contracts financed by the United States but not specifically approved by the United States shall nevertheless conform to standards and forms mutually agreed upon.

SECTION 8.08. Reasonable Price. Goods or services financed in whole or in part by the United States shall be procured at no more than reasonable prices. Except for professional services, such goods and services involving more than $10,000 shall be procured on a competitive basis in accordance with procedures prescribed in Implementation Letters.

SECTION 8.09. Third Country Nationals on Construction Contracts. The employment of personnel to perform services under construction contracts financed by the United States may be subject to certain limitations with respect to nationals of countries other than Israel and the United States. These requirements will be indicated, as may be necessary, in Implementation Letters.

SECTION 8.10. Shipping.

(a) Goods financed by the United States and imported by vessel into Israel shall be transported on flag carriers of any country included in Code 935 of the A.I.D. Geographic Code Book as in

effect at the time of shipment: Provided, however, that

1. At least fifty per centum (50%) of the gross tonnage of all commodities (computed separately for dry bulk carriers, dry cargo liners and tankers) financed by the United States and transported on ocean vessels shall be transported on privately-owned United States flag commercial vessels; and

2. At least fity per centum (50%) of the gross freight revenue generated by all shipments financed by the United States and transported to Israel on dry cargo liners shall be paid to or for the benefit of privately-owned United States flag commercial vessels.

(b) Compliance with the requirements of the foregoing subsections shall be computed separately for (1) cargo transported from U.S. ports; and (2) cargo transported from non-U.S. ports.

(c) Within ninety (90) days following the end of each calendar quarter (or such other period as the United States may specify in writing) Israel shall report upon compliance with the requirements of this section in form and substance satisfactory to the United States.

(d) No goods financed by the United States may be transported on any ocean vessel (or aircraft) which (1) the United States in a notice to Israel has designated ineligible to carry goods; or (2) has been chartered under a charter not approved by the United States.

SECTION 8.11. Insurance.

(a) If, in connection with the placement of marine insurance on shipments to be financed by the United States, Israel, by statute, decree, rule, or regulation discriminates in favor of a marine insurance company of any country over a marine insurance company authorized to do business in any state of the United States, goods procured from and financed by the United States shall, during the continuance of such discrimination, be insured against marine risk in the United States with a company authorized to do a marine insurance business in any state of the United States.

(b) Israel shall insure, or cause to be insured, all goods financed by the United States against risks incident to their transit to the point of use. Such insurance shall be secured upon terms and conditions consistent with commercial practice, shall insure the full value of the goods, and shall be payable in the currency in which such goods were financed. Indemnification received by Israel under such insurance shall be used to replace or repair damage to or loss of goods insured or shall be used to reimburse Israel for replacement or repair of such goods. Replacement goods shall have their source and origin in the United States unless the United States and Israel shall otherwise agree in writing and the procurement of such goods shall otherwise be governed by provisions of this Agreement.

SECTION 8.12. Notification to Potential Suppliers. To assure that United States firms have an opportunity to participate in furnishing goods and services to be financed by the United States, Israel shall furnish information concerning intended procurement as the United States may request in Implementation Letters.

SECTION 8.13. Information and Marking. The parties shall publicize this Agreement and the Project as a joint undertaking. Israel shall identify the Project site in a manner to be mutually agreed.

ARTICLE IX.

DISBURSEMENTS BY THE UNITED STATES

SECTION 9.01. Disbursements for United States Dollar Costs - Letters of Commitment to United States Banks. Upon satisfaction of the conditions precedent, Israel may, from time to time, request the United States to issue Letters of Commitment for specified amounts to one or more United States banks, satisfactory to the United States, committing the United States to reimburse such banks for payments made by them to contractors or suppliers, through the use of Letters of Credit or otherwise, for dollar costs of goods and services procured for the Project in accordance with the terms and conditions of this Agreement. Payment by a bank to a contractor or supplier will be made by the bank upon presentation of such supporting documents as the United States may prescribe in Letters of Commitment and Implementation Letters. Banking charges incurred in connection with Letters of Commitment and Letters of Credit shall be for the account of Israel and may be financed by the United States under this Agreement.

SECTION 9.02. Disbursement for Local Currency Costs. Upon satisfaction of the conditions precedent, Israel may, from time to time, request disbursement by the United States of Israeli currency for Israeli currency costs of goods and services procured for the Project by submitting to the United States such supporting documentation as the United States may prescribe in Implementation Letters. The United States may make such disbursements in Israeli currency purchased by the United States in Israel with United States dollars from a banking facility authorized to purchase United States dollars. For purposes of satisfying the financial contribution of the United States (which is expressed in dollars,) the United States dollar equivalent of the Israeli currency made available hereunder will be the amount of the United States dollars required by the United States to obtain the currency of Israel on the date the documents requesting disbursement are submitted to the United States for payment.

SECTION 9.03. Other Forms of Disbursement. Disbursements by the United States may also be made through such other means, including reimbursement, as may be agreed upon in writing.

SECTION 9.04. Rate of Disbursement. With adjustment for the expected greater financial contribution by Israel to the Project and with consideration to the desire of the United States to be significantly involved both in the operation as well as the construction phases of the Project, the parties shall exert their best efforts to maintain roughly comparable rates of disbursement throughout the Project.

SECTION 9.05. Terminal Date for Disbursement. Except as the United States may otherwise agree in writing, no request for the issuance of a Letter of Commitment will be entertained after October 1, 1984; and after April 1, 1985, no request for disbursement by the United States shall be submitted. Any sum remaining undisbursed after April 1, 1985 shall be deducted from the financial contribution of the United States referred to in Section 3.01.

ARTICLE X

SUSPENSION AND CANCELLATION

SECTION 10.01 Suspension of Disbursement by the United States.

(a) The United States may, at its option and upon notice to Israel, suspend its obligations under Section 3.01 in the following circumstances:

1. Israel shall have failed to comply with any provision of this Agreement, including, without limitation, the obligation to carry out the Project with due diligence and efficiency;
2. An event occurs that the United States determines to be an extraordinary situation that makes it improbable either that the purposes of the Agreement will be attained or that Israel will be able to perform its obligations under this Agreement;
3. Any disbursement by the United States would be inconsistent with legislation governing A.I.D.;

4. Israel shall have failed to pay when due any payment required under any loan, guaranty, or other agreement between Israel or any of its agencies and the United States or any of its agencies; or

5. Israel shall have exercised its right of suspension or cancellation under Section 10.05.

(b) Upon suspension of its obligations the United States may:

1. Suspend or cancel outstanding commitment documents to the extent such commitments have not been utilized through issuance of irrevocable letters of credit or through payments other than under irrevocable letters of credit (in which event the United States shall give notice to Israel promptly thereafter);

2. Decline to make disbursement other than under outstanding commitment documents;

3. Decline to issue additional commitment documents; and

4. At the expense of the United States, direct that title to goods financed by the United States under this Agreement be transferred to the United States, if the goods are from a source outside Israel, are in a deliverable state, and have not been offloaded in Israel.

SECTION 10.02. Cancellation by the United States. After any suspension of disbursements pursuant to Section 10.01, if the cause for such suspension shall not have been eliminated or corrected within sixty (60) days from the date of suspension, the United States may, at its option,

at any time thereafter cancel all or any part of its financial contribution that has not already been disbursed or that has not been committed under irrevocable letters of credit.

SECTION 10.03. Refunds.

(a) The United States may require Israel to refund an appropriate amount, within thirty (30) days after receipt of a request therefor, for any disbursement by the United States not supported by valid documentation or not made in accordance with the terms of this Agreement. Proceeds from such a refund shall be made available first for the cost of other goods and services procured for the Project (to the extent justified); the remainder, if any, shall be deducted from the face amount of the financial contribution of the United States. The right of the United States to require a refund under this section shall continue for five years following the date of any disbursement to which the refund relates.

(b) If the United States receives a refund from any contractor, supplier, or banking institution, or from any other party performing work on the Project with respect to goods or services which the United States has financed, and if such refund relates to an unreasonable price for goods or services or to goods that did not conform to specifications or to services that were inadequate, the United States shall first make the proceeds of such refund available to cover the cost of goods and services procured for the Project (to the extent justified); the remainder of such proceeds shall be deducted from

the face amount of the financial contribution of the United States.

SECTION 10.04. Non-Waiver of Remedies. Delay or failure to exercise any right, power or remedy accruing to the United States under this Agreement shall not be construed as a waiver of such right, power or remedy.

SECTION 10.05. Suspension and Cancellation by Israel.

(a) Israel may, at its option and upon notice to the United States suspend its obligations under Section 3.02, in the following circumstances:

1. The United States materially breaches this Agreement;
2. An event occurs which makes it impossible or highly improbable that the purposes of this Agreement will be attained; or
3. It appears beyond doubt that further advancement of the Project would not serve any meaningful purpose in promoting useful technological applications.

(b) If a cause for suspension shall not have been eliminated within sixty (60) days from the date of suspension, Israel may at any time thereafter cancel all or any part of its financial contribution that has not already been disbursed.

ARTICLE XI

MISCELLANEOUS

SECTION 11.01. Communications. Any notice, request, document, or other communication given, made, or sent by Israel or the United States

pursuant to this Agreement shall be in writing or by telegram, cable, or radiogram and shall be deemed to have been duly given, made, or sent to the party to which it is addressed when it shall be delivered to such party by hand, or by mail, telegram, cable or radiogram at the following addresses:

To Israel:

Mail Address: National Council for Research and Development,
Prime Minister's Office
Kiryat Ben Gurion, Building 3
Jerusalem, Israel

Cable Address: RECO JERUSALEM

To the United States:

Mail Address: Office of Capital Development
Bureau for Near East/South Asia
Agency for International Development
Washington, D. C. 20523

Cable Address: A.I.D.
Washington, D. C.

Other addresses may be substituted for the above upon the giving of notice. All notices, requests, communications, and documents submitted to the United States shall be in English except as the United States may otherwise agree in writing.

SECTION 11.02. Representatives. For all purposes relating to this Agreement, Israel will be represented by the individual holding, or acting in, the office of the Director, National Council for Research and Development,

Prime Minister's Office, and the United States will be represented by the individual holding, or acting in, the office of the Director, Office of Capital Development, Bureau for Near East/South Asia, Agency for International Development. Such individuals shall have the authority to designate additional representatives by written notice. In the event of any replacement or other designation of a representative hereunder, one party shall submit a statement of the representative's name and specimen signature in form and substance satisfactory to the other party. Either party may accept the signature of any such representative or representatives on any instrument as conclusive evidence that any action effected by such instrument is duly authorized.

SECTION 11.03. Implementation Letters. The United States shall from time to time issue Implementation Letters that will prescribe procedures applicable hereunder in connection with implementation of this Agreement.

SECTION 11.04. Termination of the Project. The "Termination Date" of the Project shall be April 1, 1985 or sooner, upon mutual agreement of the parties, or upon cancellation of this Agreement pursuant to the terms of Article X hereof. Notwithstanding an early termination of the Project, the rights of the United States pursuant to Article VI (patents) shall survive as if no early termination had occurred.

IN WITNESS WHEREOF, Israel and the United States, each acting through its duly authorized representative, have caused this Agreement

to be signed in their names and delivered as of the day and year first above written.

STATE OF ISRAEL

BY Simcha Dinitz

SIMCHA DINITZ

Title: Ambassador of Israel to the United States

UNITED STATES OF AMERICA

BY Daniel Parker

DANIEL PARKER

Title: Administrator
Agency for International Development

BELGIUM

Mutual Defense Assistance

Agreement amending annex B to the agreement of January 27, 1950.
Effected by exchange of notes
Signed at Brussels June 12 and 27, 1975;
Entered into force June 27, 1975.

The American Ambassador to the Belgian Minister of Foreign Affairs

No. 26 BRUSSELS, *June 12, 1975*

EXCELLENCY:

I have the honor to refer to this Embassy's Note No. 241 of May 22, 1975 and to the Note dated June 6, 1975 [1] from the Ministry of Foreign Affairs regarding a revision of Annex B to the Mutual Defense Assistance Agreement [2] between the United States of America and Belgium to provide for funds for administrative expenses in connection with the Mutual Defense Assistance Program during the year ending June 30, 1975. It was agreed by this exchange of Notes that Annex B would be amended to cover the period July 1, 1974 to June 30, 1975 and the text changed to reflect the actual administrative expenses foreseen in connection with carrying out the Mutual Defense Assistance Agreement. It is accordingly proposed that the text of Annex B be amended to read as follows:

> "In implementation of paragraph 1 of Article V of the Mutual Defense Assistance Agreement the Government of Belgium, in conjunction with the Government of Luxembourg, will deposit Belgian and Luxembourg francs at such times as requested in an account designated by the United States Embassy at Brussels and the United States Embassy at Luxembourg, not to exceed in total 10,864,621 Belgian and Luxembourg francs, for their use on behalf of the Government of the United States for administrative expenditures within Belgium and Luxembourg in connection with carrying out that Agreement for the period July 1, 1974—June 30, 1975."

Upon receipt of a Note from Your Excellency indicating that the foregoing text is acceptable to the Belgian Government, the Govern-

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[1] Not printed.
[2] TIAS 2010, 7866; 1 UST 1; 25 UST 1328.

ment of the United States of America will consider that this Note and the reply thereto constitute an agreement between the two Governments on this subject which shall enter into force on the date of Your Excellency's Note.

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

LEONARD K. FIRESTONE

His Excellency
RENAAT VAN ELSLANDE
Minister of Foreign Affairs,
Brussels.

The Belgian Minister of Foreign Affairs to the American Ambassador

MINISTÈRE DES AFFAIRES ETRANGÈRES
ET DU
COMMERCE EXTÉRIEUR

Le Ministre des Affaires Etrangères

Bruxelles, le 27 -6- 1975

Monsieur l'Ambassadeur,

J'ai l'honneur d'accuser la réception de la lettre de Votre Excellence du 12 juin 1975, n° 26, ayant pour objet la modification pour l'exercice fiscal 1974-75 de l'Annexe de l'Accord pour la défense mutuelle entre la Belgique et les Etats-Unis d'Amérique.

Je tiens à marquer à Votre Excellence l'accord du Gouvernement belge sur le texte suivant :

" En exécution du paragraphe 1 de l'article V de
" l'Accord d'aide pour la défense mutuelle, le Gouver-
" nement belge, conjointement avec le Gouvernement
" luxembourgeois, déposera lorsqu'il en sera prié, à
" un compte désigné par l'Ambassade des Etats-Unis à
" Bruxelles et l'Ambassade des Etats-Unis à Luxembourg
" à l'usage de ces dernières, au nom du Gouvernement
" des Etats-Unis, des francs belges et luxembourgeois,
" dont le total ne dépassera pas 10.864.621 francs
" belges et luxembourgeois, en vue du règlement des
" dépenses administratives en Belgique et au Luxembourg
" résultant de l'exécution de cet accord pour la période
" du 1er juillet 1974 au 30 juin 1975."

Je marque également mon accord pour considérer que la note de Votre Excellence en date du 12 juin 1974 et la présente réponse, constituent un accord entre les deux Gouvernements à ce sujet, qui

A Son Excellence
Monsieur L. FIRESTONE,
Ambassadeur des Etats-Unis d'Amérique
à BRUXELLES

entrera en vigueur à la date de ce jour.

Je saisis cette occasion, Monsieur l'Ambassadeur, de renouveler à Votre Excellence, l'assurance de ma très haute considération.

R. VAN ELSLANDE.

TRANSLATION

MINISTRY OF FOREIGN AFFAIRS
AND FOREIGN TRADE

The Minister of Foreign Affairs

Brussels, June 27, 1975

Mr. Ambassador:

I have the honor to acknowledge receipt of Your Excellency's note No. 26 of June 12, 1975, regarding the revision for the fiscal year 1974-75 of the Annex to the Mutual Defense Assistance Agreement between Belgium and the United States of America.

I hereby inform Your Excellency that the Belgian Government concurs in the following text:

[For the English language text, see p. 1904.]

I also express my agreement in considering that Your Excellency's note of June 12, 1974, [1] and this reply thereto shall constitute an agreement between our two Governments on this subject, which shall enter into force on today's date.

Accept, Mr. Ambassador, the renewed assurances of my very high consideration.

R VAN ELSLANDE

R. Van Elslande

His Excellency
L. Firestone,
Ambassador of the
United States of America,
Brussels.

[1] Should read "June 12, 1975".

FRANCE

Claims: Relocation of Military Forces, Supplies and Equipment

Agreement effected by exchange of notes
Signed at Paris June 12, 1975;
Entered into force June 12, 1975.
With related letter.

The French Minister of Foreign Affairs to the American Ambassador [1]

LE MINISTRE
DES
AFFAIRES ÉTRANGÈRES

PARIS, le 12 juin 1975

Monsieur l'Ambassadeur,

J'ai l'honneur de me référer aux récentes conversations entre représentants du Gouvernement des Etats-Unis et du Gouvernement français relatives aux conséquences financières des décisions prises par le Gouvernement français en application de ses Aide-mémoire des 10 et 29 mars 1966, qui ont conduit au retrait des personnels militaires, approvisionnements et équipements américains du territoire français.

Le Gouvernement français propose que le Gouvernement des Etats-Unis accepte la somme de 100 millions de dollars, payable en cinq versements égaux de 20 millions de dollars chacun, à partir du mois de juin 1975 et au mois de juin des quatre années suivantes, en règlement global des réclamations financières soumises au Gouvernement français par le Gouvernement des Etats-Unis dans sa note du 17 septembre 1968 et son mémorandum du 14 janvier 1969. Cette transaction forfaitaire inter-

A Son Excellence, Monsieur Kenneth RUSH
Ambassadeur Extraordinaire et Plénipotentiaire
des Etats-Unis d'Amérique en France
PARIS

[1] For the English language text, see p. 1912.

vient en application des dispositions figurant aux accords franco-américains du 27 février 1951, du 4 octobre 1952, du 17 juin 1953 et du 8 décembre 1958.

Si ces propositions rencontrent l'agrément de votre Gouvernement, le Gouvernement français propose que la présente lettre et sa réponse constituent un accord entre nos deux Gouvernements, qui entrera en vigueur à la date de la dernière signature.

Veuillez agréer, Monsieur l'Ambassadeur, les assurances de ma très haute considération.

[1]

[1] J. Sauvagnargues

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The American Ambassador to the French Minister of Foreign Affairs

Paris, June 12, 1975

Excellency:

I have the honor to acknowledge your Excellency's note of today's date which reads in translation as follows:

"Mr. Ambassador:

"I have the honor to refer to the recent talks between representatives of the United States Government and the French Government regarding the financial consequences of the decisions reached by the French Government in application of its Aide-Memoires of March 10 and 29, 1966, which led to the withdrawal of United States military personnel, supplies, and equipment from French territory.

"The French Government proposes that the Government of the United States accept the sum of U.S. dollars 100 million, payable in five equal payments of U.S. dollars 20 million each in the month

His Excellency
Jean Sauvagnargues,
Minister of Foreign Affairs,
Paris.

of June 1975 and in the month of June of the four succeeding years, in total settlement of the financial claims submitted to the French Government in its note of September 17, 1968, and its memorandum of January 14, 1969. [1] This lump sum settlement is reached in application of the provisions of the Franco-American Agreements of February 27, 1951, October 4, 1952, June 17, 1953, and December 8, 1958. [2]

"If these proposals are acceptable to your Government, the French Government suggests that this note and the reply thereto shall constitute an agreement between our two governments which shall enter into force on the date of the last signature."

I am pleased to inform you that these proposals are acceptable to and have received the approval of the Government of the United States.

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

KENNETH RUSH

[1] Not printed.
[2] TIAS 6130, 6131, 6134, 6132; 17 UST 1865, 1873, 1906, 1890.

[RELATED LETTER]

EMBASSY OF THE UNITED STATES OF AMERICA
PARIS

June 12, 1975

His Excellency
Jean Sauvagnargues
Minister of Foreign Affairs
Paris

Dear Mr. Minister:

In connection with the notes we have signed today regarding the final consequences of the decisions reached by the French Government in application of its Aide Memoires of March 10 and 29, 1966, which led to the withdrawal of United States military personnel, supplies, and equipment from French territory, I request that the Government of France make its annual payments to the Secretary of State by deposit to the credit of the United States Disbursing Officer, Regional Finance Center, American Embassy, Paris, at the Morgan Guaranty Trust Company of New York, 14 Place Vendome, Paris.

Sincerely yours,

KENNETH RUSH

Kenneth Rush
Ambassador

EGYPT

Agricultural Commodities

Agreement amending the agreement of June 7, 1974, as amended.
Effected by exchange of notes
Signed at Cairo June 30, 1975;
Entered into force June 30, 1975.

The American Ambassador to the Egyptian Minister of Commerce

CAIRO, EGYPT *June 30, 1975*

EXCELLENCY:

I have the honor to refer to the Title I of Public Law 480 Agricultural Sales Agreement signed by representatives of our two Governments on June 7, 1974, as amended September 12, 1974, November 10, 1974, April 1, 1975 and May 6, 1975, [1] and to propose that the Agreement be further amended as follows:

A. Part II, Item 1, Commodity Table:

(1) Under appropriate columns for wheat/wheat flour delete "600,000" and "$102.0" and insert "650,000" and "$110.0" and (2) under Total Export Market Value delete "$112.0" and insert "$120.0."

B. Part II, Item III, Usual Marketing Table:

Under appropriate column for wheat/wheat flour delete "1975" and insert "1975 and 1976", and

C. Part II, Item IV, Export Limitations:

After Fiscal Year 1975 insert "and Fiscal Year 1976."

All other terms and conditions of the June 7, 1974, Agreement as amended remain the same.

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[1] TIAS 7855, 7930, 8070; 25 UST 1245, 2482; *ante*, p. 863.

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
Cairo

The Egyptian Minister of Commerce to the American Ambassador

THE ARAB REPUBLIC OF EGYPT
MINISTRY OF COMMERCE

June 30, 1975

Excellency:

I have the honor to acknowledge receipt of your letter of June 30, 1975 which reads as follows:

"I have the honor to refer to the Title I of Public Law 480 Agricultural Sales Agreement signed by representatives of our two Governments on June 7, 1974, as amended September 12, 1974, November 10, 1974, April 1, 1975 and May 6, 1975, and to propose that the Agreement be further amended as follows:

A. Part II, Item 1, Commodity Table:

(1) Under appropriate columns for wheat/wheat flour delete "600,000" and "$102.0" and insert "650,000" and "$110.0" and (2) under Total Export Market Value delete "$112.0" and insert "$120.0."

B. Part II, Item III, Usual Marketing Table:

Under appropriate column for wheat/wheat flour delete "1975" and insert "1975 and 1976," and

C. Part II, Item IV, Export Limitations:

After Fiscal Year 1975 insert "and Fiscal Year 1976."

His Excellency

Hermann Frederick Eilts

Ambassador of the United States of America

Cairo

All other terms and conditions of the June 7, 1974, Agreement as amended 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

Zakaria M. Fattah

Minister of Commerce

UNITED NATIONS

Economic and Social Development

Agreement signed at New York November 7, 1973;
Entered into force November 7, 1973.
And amending agreements
Signed at New York February 1, 1974;
Entered into force February 1, 1974.
Signed at New York January 29, 1975;
Entered into force January 29, 1975.
Signed at New York June 3, 1975;
Entered into force June 3, 1975.

GRANT BY THE UNITED STATES OF AMERICA TO THE UNITED NATIONS (UNITED NATIONS TRUST FUND FOR DEVELOPMENT PLANNING)

THIS GRANT is made and effective on the 7th day of November 1973 by the United States of America through the Agency for International Development (hereinafter called "A.I.D.") to the United Nations (hereinafter called "Grantee").

WHEREAS, both A.I.D. and the Grantee have recognized the need for special programs to promote and accelerate the economic and social development of the *least developed among the developing countries in Africa; and

WHEREAS, A.I.D. has requested and the Grantee has agreed to utilize the expertise of A.I.D. professional staff to assist in the planning and implementing of specific economic and social development programs designed to promote and accelerate progress in the least developed among the developing countries in Africa; and

WHEREAS, A.I.D. has agreed with the Grantee to provide through the United Nations Trust Fund for Development Planning, in addition to other funds available to the Grantee for this purpose, funds to be used to assist in accomplishing these mutually recognized goals,

*The list of the 25 least developed among the developing countries of the world, contained in the UN Economic and Social Council's Committee for Development Planning Report of its 11th Session (April 1971-E/4990), was approved by the General Assembly of the United Nations on November 18, 1971, in Resolution 2768 (XXVI). [Footnote in the original.]

NOW THEREFORE, A.I.D. hereby makes a grant for the purposes and under the terms and conditions hereinafter set forth:

ARTICLE I—PURPOSE OF GRANT

The purpose of this grant is to provide funds for the Grantee to cover the cost of experienced professional staff employed for services exclusively on special programs for one or more of the least developed among the developing countries in Africa for an initial period of at least two years.

Accordingly, A.I.D. agrees to provide the following:

Funds for the Grantee to hire up to twenty (20) A.I.D. professional staff for assignment under special UN programs for one or more of the least developed among the developing countries in Africa.

ARTICLE II—AMOUNT OF GRANT

The initial amount available for the purpose of this grant is $750,000.

ARTICLE III—USE OF A.I.D. FUNDS

A. The funds made available under this grant shall be used to pay:

1. Salaries and allowances in accordance with the regulations and practices of the UN body to which assigned, including compensation for service-incurred injury or death.

2. Travel and transportation to and from the duty station of the employee and eligible dependents and related costs and allowances including per diem.

3. Travel related to performance of duties.

4. Entitlements in connection with separation from UN body to which assigned, including commutation of accrued annual leave, if any.

5. Premium costs of participation in the Group Life Insurance Plan of the United Nations covering disability and death, the premium costs of participation, under the applicable rules and regulations, in the Group Medical Insurance Plan, and the full cost associated with participation in the United Nations Pension Plan which the organization would pay.

ARTICLE IV—CONSULTATION AND COORDINATION

A. The Grantee, A.I.D., and other UN agencies and organizations, as appropriate, shall consult at the request of either party to this agreement concerning the operation of this agreement.

B. The Grantee and other UN organizations and agencies as appropriate shall provide all necessary liaison with UN member states to effect the degree of cooperation required to achieve the purpose of this grant.

ARTICLE V—CONTRIBUTION OF THE GRANTEE

The Grantee will make all arrangements necessary to facilitate the proper performance of duties by the persons engaged under this agreement.

ARTICLE VI—DISBURSEMENT OF FUNDS

The procedure governing the disbursements of funds under this agreement are outlined in Attachment A which is made a part of this grant agreement.

ARTICLE VII—SPECIAL PROVISIONS

Special provisions relating to this grant are listed in Attachment B which is made a part of this grant agreement.

ACCEPTED

FOR THE UNITED NATIONS (UNITED NATIONS TRUST FUND FOR DEVELOPMENT PLANNING)	FOR THE UNITED STATES OF AMERICA
By: W. H. ZIEHL	By: ROBERT W. KITCHEN
Title: *Acting Head, Office of Financial Services*	Title: *Deputy U.S. Representative on the Economic and Social Council*
Date: 7 NOVEMBER 1973	Date: 7 NOVEMBER 1973

ATTACHMENT A

DISBURSEMENT OF FUNDS

A. A.I.D. shall open a Federal Reserve Letter of Credit in the amount of this grant against which the Grantee may present payment vouchers. Within the foregoing ceiling amount, the amount of any payment voucher shall not be less than $10,000 nor more than $750,000.

B. In no event shall the accumulated total of all such payment vouchers exceed the amount of the Federal Reserve Letter of Credit.

C. Procedure for Grantee

1. After arranging with a commercial bank of its choice for operation under this Letter of Credit and obtaining the name and address of the Federal Reserve Bank or branch serving the commercial bank, the Grantee shall deliver to the A.I.D. Office of Financial Management (SER/FM/RSD) three originals of Standard Form 1194, "Authorized Signature Card for Payment Vouchers on Letters of Credit," signed by those official(s) authorized to sign payment

vouchers against the Federal Reserve Letter of Credit and by an official of the Grantee who has authorized them to sign.

2. Upon execution of the grant, the Grantee shall receive one certified copy of the Federal Reserve Letter of Credit.

3. The Grantee shall confirm with its commercial bank that the Federal Reserve Letter of Credit has been opened and is available if funds are needed.

4. To receive payment, the Grantee shall:

(a) Periodically, although normally not during the last five days of the month, prepare payment vouchers (Form TUS 5401) in an original and three copies.

(b) Have the original and two copies of the voucher signed by the authorized official(s) whose signature(s) appear on the Standard Form 1194.

(c) Present the original, duplicate and triplicate copy of the Form TUS 5401 to its commercial bank.

(d) Retain the quadruplicate copy of the voucher.

5. After the first payment voucher (Form TUS 5401) has been processed, succeeding payment vouchers shall not be presented until the existing balance of previous payments has been expended or is insufficient to meet current needs.

6. In preparing the payment voucher, the Grantee shall assign a voucher number in numerical sequence beginning with 1 and continuing in sequence on all subsequent payment vouchers submitted under the Federal Reserve Letter of Credit. The current status of the pertinent Federal Reserve Letter of Credit funds shall be presented on the reverse side of the last two copies of the Form TUS 5401 in the following format:

Cash on hand prior to preceding advance	$_____
Plus amount of last advance on TUS 5401 No. _____	_____
Less total payments subsequent to last Advance	_____
Equals cash on hand prior to receiving current advance on TUS 5401 No. _____	_____

7. A report of expenditures shall be prepared and submitted semi-annually to A.I.D. Office of Financial Management (SER/FM/RSD). This report, submitted on Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," shall be supported by certifications, listing of expenditures against withdrawals and documentation as required.

8. Simultaneously with the submission of the report of expenditures the Grantee shall submit to SER/FM/RSD a status report on the Federal Reserve Letter of Credit as of the close of the periods covered by the report of expenditures. The report is prepared in the following format:

Federal Reserve Letter of Credit No._____

1 Total amount of Federal Reserve Letter of Credit $_____

2 Payment Vouchers presented against Federal Reserve Letter of Credit _____

a. Credited prior to reporting period _____

b. Credit during reporting period, TUS 5401 Nos. ____ through ____, inclusive _____

*c. Presented but not credited, TUS 5401 Nos. ____ through ____, inclusive _____

*Itemize any payment vouchers reported in Item 2c as presented but not credited. [Footnote in the original.]

ATTACHMENT B

SPECIAL PROVISIONS

A. This agreement may be revised only by the written mutual consent of the parties hereto.

B. If at any time A.I.D. concludes that the services of the A.I.D.-financed individuals are not being used for the purposes specified in this grant, A.I.D., after consultation with the Grantee, may cease further disbursements other than those required for the liquidation of outstanding legally binding commitments entered into under this agreement except as A.I.D. may otherwise agree in writing.

C. Financial records, including documentation to support entries on accounting records and to substantiate charges to the grant shall be kept in accordance with Grantee's usual accounting procedure, which shall follow generally accepted accounting practices. All such financial records shall be maintained for at least three years after final disbursement of funds under this grant. The Grantee annually shall render an accounting of the expenditures incurred under the grant to the authorized representative of A.I.D. or the Comptroller General of the United States.

D. The Grantee shall submit annually to A.I.D. a report describing those activities which have been financed under this grant. The report shall include a list of those persons employed by Grantee with grant funds together with the place and nature of their assignment.

E. Both parties are in agreement that the acceptance of this grant will not give rise to any financial liability on the part of the United Nations.

F. No member of or delegate to the Congress or resident Commissioner shall be admitted to any share or part of the grant or to any

benefit that may arise therefrom; but this provision shall not be construed to extend to this grant if made with a corporation for its general benefit.

G. The monitoring functions for A.I.D. under this grant shall be carried out by the Office of North Africa and Africa Regional Affairs (AFR/NARA) or such other office as A.I.D. shall designate in writing.

[AMENDING AGREEMENTS]

AMENDMENT NO. 1 TO GRANT BY THE UNITED STATES OF AMERICA TO THE UNITED NATIONS (UNITED NATIONS TRUST FUND FOR DEVELOPMENT PLANNING)

The Grant dated November 7, 1973 between the United States of America, acting through the Agency for International Development (A.I.D.) and the United Nations (Grantee) is hereby amended as follows:

1. In Article I delete the word "experienced".
2. In Article I delete the phrase "for an initial period of at least two years" and add at the end of such Article the phrase "and for a tour of duty up to two years".
3. In Article III A. add at the end thereof the following new subparagraph:

   "6. Training supervision and administration costs for associate experts at the international rate agreed upon for the employment of associate experts from countries other than the U.S. of twelve percent of items 1 through 5 immediately above.

Except as hereinabove amended, all provisions of the Grant remain in full force and effect.

ACCEPTED:

FOR THE UNITED NATIONS (UNITED NATIONS TRUST FUND FOR DEVELOPMENT PLANNING)

By: W. H. ZIEHL

Title: *Acting Head Office of Financial Services*

Date: 1 FEBRUARY 1974

FOR THE UNITED STATES OF AMERICA

By: ROBERT W KITCHEN

Title: *Minister Counsellor Deputy Permanent Representative on the Economic and Social Council U.S. Mission to the United Nations*

Date: 1 FEBRUARY 1974

TIAS 8148

AMENDMENT NO. 2 TO

GRANT BY

THE UNITED STATES OF AMERICA TO

THE UNITED NATIONS

(UNITED NATIONS TRUST FUND FOR DEVELOPMENT PLANNING)

The Grant dated November 7, 1973, between the United States of America, acting through the Agency for International Development (A.I.D.) and the United Nations (Grantee) is hereby amended further, as follows:

I. In Article III A., add at the end thereof, the following subparagraph 7:

"For the purposes of this agreement only, program support costs of UN and the specialized agencies, in accordance with the regulations and practices of the UN body to which the experts are assigned, at a rate not to exceed the prevailing rate at which UNDP reimburses specialized agencies for such costs."

Except as hereinabove amended, all provisions and prior amendments of the Grant remain in full force and effect.

ACCEPTED:

FOR THE UNITED NATIONS
(UNITED NATIONS TRUST FUND
FOR DEVELOPMENT PLANNING)

BY: W. H. ZIEHL

TITLE: Deputy Controller

DATE: 29 January 1975

FOR THE UNITED STATES OF AMERICA

BY: ROBERT W KITCHEN

TITLE: Deputy U.S. Representative
Economic and Social Council

DATE: 29 January 1975

AMENDMENT NO. 3 TO

GRANT BY

THE UNITED STATES OF AMERICA TO

THE UNITED NATIONS

(UNITED NATIONS TRUST FUND FOR DEVELOPMENT PLANNING)

The Grant dated November 7,1973, between the United States of America, acting through the Agency for International Development (A.I.D.) and the United Nations (Grantee) is hereby amended further, as follows:

I. In Attachment A entitled "Disbursement of Funds," delete paragraphs 5, 6, 7 and 8 in their entirety and substitute:

> 5. After the first payment voucher (Form TUS 5401) has been processed, succeeding payment vouchers shall be presented as near as possible to the time of expenditure and will call for those amounts necessary to meet the current needs of the Grantee in carrying out the purposes of this grant.
>
> 6. In preparing the payment voucher, the Grantee shall assign a voucher number in numerical sequence beginning with 1 and continuing in sequence on all subsequent payment vouchers submitted under the Federal Reserve Letter of Credit. The current status of the pertinent Federal Reserve Letter of Credit funds shall be presented on the reverse side of the last two copies of the Form TUS 5401 in the following format:
>
> Total available under Federal Reserve Letter of Credit
> Amount drawn down to date
> Amount of current drawing
> Amount remaining
>
> 7. A report of expenditures shall be prepared and submitted semi-annually to AID in two copies indicating how the money was spent for purposes of the agreement.

8. Simultaneously with submission of the report of expenditures the Grantee shall submit to AID a status report on the Federal Reserve Letter of Credit for the same period.

II. In Attachment B, Special Provisions, Paragraph C., delete the final sentence of said paragraph in its entirety.

III. In Attachment B, Special Provisions, add at the end thereof the following paragraph.

H. The Secretary-General, or the Executive Head of other United Nations organizations, shall appoint the professional staff under the respective Staff Regulations of the organizations concerned. Nothing in the agreement, nor in the Special Provisions, shall be interpreted as infringing the right of the Secretary-General or the Executive Heads to make appointments or to terminate them under the applicable Staff Regulations.

Except as hereinabove amended, all provisions and prior amendments of the Grant remain in full force and effect.

ACCEPTED:

FOR THE UNITED NATIONS
(UNITED NATIONS TRUST FUND
FOR DEVELOPMENT PLANNING)

BY: [1]

TITLE: Controller

DATE: 3 June 1975

FOR THE UNITED STATES OF AMERICA

BY: [2]
Deputy U.S. Representative
BY: Economic and Social Council

DATE: 3 June 1975

[1] Helmut Debatin
[2] Robert W. Kitchen

68-569 O - 76 - 46

IRAN

Air Transport Services

Agreement signed at Tehran February 1, 1973;
Entered into force January 9, 1974.
With exchange of notes.

AIR TRANSPORT AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF IRAN

The Government of the United States of America, and the Government of Iran,

Being equally desirous of concluding an Agreement for the purpose of establishing and providing air services between their respective territories, have agreed as follows:

ARTICLE 1
Definition

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

(a) the term "aeronautical authorities" means, in the case of the United States of America, the Civil Aeronautics Board and any person or body authorized to perform any functions at present exercised by the said Civil Aeronautics Board or similar functions; and, in the case of Iran, the Civil Aviation Administration and any person or body authorized to perform any functions at present exercised by the said Administration or similar functions;

(b) the term "designated airline" means an airline which has

been designated and authorized in accordance with the provisions of Article 3 of this Agreement;

(c) the term "air service" shall mean any scheduled air service performed by aircraft for the public transport of passengers, mail or cargo, separately or in combination;

(d) the term "international air service" shall mean an air service which passes through the air space over the territory of more than one State;

(e) the term "stop for non-traffic purposes" shall mean a landing for any purpose other than taking on or discharging passengers, cargo or mail;

(f) the term "Agreement" shall mean this Agreement, the

annexed Route Schedule, and any amendments thereto.

ARTICLE 2
Transit and Traffic Rights

(a) Each Contracting Party grants to the other Contracting Party the rights specified in the present Agreement for the conduct of scheduled international air services by the designated airline or airlines of the other Contracting Party as follows:

(1) to fly, without landing, across the territory of the other Contracting Party.

(2) to make stops in the said territory for non-traffic purposes ; and

(3) to make stops in the said territory at points specified for that route in the Route Schedule annexed to the Agreement for the purpose of putting down and taking on international traffic in passengers, cargo and mail, separately or in combination.

(b) Nothing in the provisions of the Agreement shall be deemed to confer on a designated airline of one Contracting Party the right to take up, in the territory of the other Contracting Party, passengers, cargo or mail carried for remuneration or hire and destined for another point in the territory of that other Contracting Party.

(c) In areas of hostilities or of military occupation, or areas

affected thereby, the operation of such services shall be subject to the provisions of Article 9 of the Chicago Convention on International Civil Aviation, 7 December 1944[1] and of Article 1 of the International Air Services Transit Agreement, 7 December 1944.[2]

ARTICLE 3
Designation and Necessary Authorizations

(a) Each Contracting Party shall have the right to designate in writing through diplomatic channels, to the other Contracting Party an airline or airlines for the purpose of operating the services on the specified routes.

(b) On receipt of such designation, the other Contracting Party, shall, subject to the provisions of paragraphs (c) and

[1] TIAS 1591; 61 Stat. 1182.
[2] EAS 487; 59 Stat. 1693.

(d) of this Article, without undue delay grant to the airline or airlines designated, the appropriate authorization.

(c) The aeronautical authorities of one Contracting Party may require the airline or airlines designated by the other Contracting Party to satisfy them that it is qualified to fulfill the conditions prescribed under the laws and regulations normally applied to the operation of international air services by such authorities in conformity with the provisions of the Chicago Convention on International Civil Aviation, 7 December 1944.

(d) Each Contracting Party shall have the right to refuse to grant the operating authorizations referred to in paragraph

(b) of this Article, or to impose such conditions as it may deem necessary on the exercise by the designated airline or airlines of the rights specified in Article 2 of the present Agreement, in any case where the said Contracting Party is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or its nationals, or if such airline fails to qualify under the laws and regulations normally applied by the aeronautical authorities of the said Contracting Party.

ARTICLE 4
Suspension and Revocation

(a) Each Contracting Party shall have the right to revoke an

operating authorization or to suspend the exercise of the rights specified in Article 2 of the present Agreement by an airline designated by the other Contracting Party, or to impose such conditions as it may deem necessary on the exercise of these rights:

(1) in any case where it is not satisfied that substantial ownership and effective control of that airline are vested in the Contracting Party designating the airline or in nationals of such Contracting Party, or

(2) in the case of failure by that airline to comply with the laws and/or regulations of the Contracting Party

granting these rights as referred to in Article 5.

(b) Unless immediate revocation, suspension or imposition of the conditions mentioned in paragraph (a) of this Article is essential to prevent further infringement of such laws and/or regulations, such right shall be exercised only after consultation with the other Contracting Party.

ARTICLE 5
Applicability of Laws and Regulations

(a) The laws and regulations of one Contracting Party relating to entry into or departure from its territory of aircraft engaged in international air navigation or to operation and

navigation of such aircraft above or within its territory shall apply to aircraft of a designated airline of the other Contracting Party. Flight timetables required in connection with such laws and regulations will be filed by a designated airline of one Contracting Party with the aeronautical authorities of the other Contracting Party at least thirty days prior to the introduction of services on the specified routes, unless otherwise agreed.

(b) The laws and regulations of one Contracting Party as to the admission to or departure from its territory of passengers, crew or cargo of aircraft, such as regulations relating to entry, clearance, immigration, passports, customs

and quarantine shall be complied with by or on behalf of such passengers, crew or cargo upon entrance into or departure from or while within the territory of that Contracting Party.

(c) A designated airline of one Contracting Party shall have the right to maintain its own representation in the territory of the other Contracting Party for the sale of air transportation.

(d) Transfer of funds received by the designated airlines of the Contracting Parties shall be made in accordance with the foreign exchange regulations in force in the territory of the respective Contracting Parties. The Contracting Parties shall do everything in their power to facilitate the

transfer of such funds.

(e) Each Contracting Party shall upon request supply to the other Contracting Party copies of the relevant laws and regulations referred to in this Article.

ARTICLE 6
Exemption from Customs and Other Duties

(a) Aircraft of the designated airline or airlines of one Contracting Party operating international services, and supplies of fuel, lubricating oils, other consumable technical supplies, spare parts including aircraft engines, regular equipment and stores retained on board aircraft of the airlines of one Contracting Party authorized to operate

the routes and services provided for in this Agreement shall, upon arriving in or leaving the territory of the other Contracting Party, be exempt to the fullest extent possible under the national law of that other Contracting Party and on a basis of reciprocity from quantitative limitations, customs duties, inspection fees and other national duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

(b) Fuel, lubricating oils, consumable technical supplies, spare parts including aircraft engines, regular equipment including ground equipment used exclusively within the confines of an international airport and stores imported into the

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territory of one Contracting Party by the other Contracting Party or its nationals, and intended solely for use by aircraft of a designated airline of such Contracting Party shall be exempt to the fullest extent possible under the national law of the first Contracting Party and on a basis of reciprocity from quantitative limitations, customs duties, inspection fees and other national duties or charges.

(c) Fuel, lubricating oils, other consumable technical supplies, spare parts including aircraft engines, regular equipment, and stores taken on board aircraft of a designated airline of one Contracting Party in the territory of the other Contracting Party and used in international services shall be exempt to the fullest extent possible under the national

law of that other Contracting Party and on a basis of reciprocity from customs duties, excise taxes, taxes, inspection fees and other national duties or charges.

(d) The regular airborne equipment as well as the materials and supplies retained on board the aircraft of a designated airline of either Contracting Party may be unloaded in the territory of the other Contracting Party only with the approval of the customs authorities of that Contracting Party. In such case, they may be placed under the supervision of the said authorities up to such time as they are re-exported or otherwise disposed of in accordance with customs regulations.

(e) The exemptions provided for by this Article shall also be available in situations where

a designated airline of one Contracting Party has entered into arrangements with another airline or airlines for the loan or transfer in the territory of the other Contracting Party of the items specified in paragraph (b) provided such other airline or airlines similarly enjoy such exemptions from that other Contracting Party.

ARTICLE 7
Facilities and Airport Charges

Each of the Contracting Parties may impose or permit to be imposed just and reasonable charges for the use of airports and other facilities under its control. Each of the Contracting Parties agrees, however, that such charges shall not be higher than would be paid for the use of

such airports and facilities by its national aircraft engaged in similar international services.

ARTICLE 8
Capacity Regulations

(a) The designated airlines of the two Contracting Parties shall be afforded fair and equal treatment in order that they may enjoy equal opportunities in the operation of the services on the specified routes.

(b) In operating the services, the designated airline or airlines of each Contracting Party shall take into account the airline interests of the other Contracting Party so as not to affect unduly the services which the latter provides on the whole or part of the same routes.

(c) The services provided by the

designated airlines of the two Contracting Parties shall have as their primary objective the provision, at a reasonable load factor, of capacity adequate to the traffic demands between the territory of the Contracting Party designating the airline and the countries of ultimate destination of the traffic. In addition the designated airlines of both Contracting Parties may provide capacity related to:

(1) traffic requirements between points in the territory of the other Contracting Party and points in the territories of third countries and

(2) traffic requirements between points on the routes in the territories of third

countries specified in the Route Schedule of the Agreement, after taking account of local and regional air services.

(d) In the event that one of the Contracting Parties believes that the operations conducted by an airline of the other Contracting Party have been inconsistent with the standards and principles set forth above, it may request consultations according to agreed procedures [1] for the purpose of reviewing the operations in question to determine whether they are in conformity with the said standards and principles.

ARTICLE 9
Recognition of Certificates and Licenses

Certificates of airworthiness,

[1] For text, see p. 1985.

certificates of competency and licenses issued or rendered valid by one Contracting Party, and still in force, shall be recognized as valid by the other Contracting Party for the purpose of operating the routes and services provided for in this Agreement, provided that the requirements under which such certificates or licenses were issued or rendered valid are equal to or above the minimum standards which are or may be established pursuant to the Chicago Convention on International Civil Aviation, 7 December 1944. Each Contracting Party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another State.

ARTICLE 10
Air Transport Tariffs

(a) All rates to be charged by

an airline of one Contracting Party for carriage to or from the territory of the other Contracting Party shall be established at reasonable levels, due regard being paid to all relevant factors, such as costs of operation, reasonable profit and the rates charged by any other airlines, as well as the characteristics of each service. Such rates shall be subject to the approval of the aeronautical authorities of the Contracting Parties, who shall act in accordance with their obligations under this Agreement, within the limits of their legal competence.

(b) Any rate proposed to be charged by an airline of either Contracting Party for carriage to or from the territory of the

other Contracting Party shall, if so required, be filed by such airline with the aeronautical authorities of the other Contracting Party at least thirty days before the proposed date of introduction unless the Contracting Party with whom the filing is to be made permits filing on shorter notice. The aeronautical authorities of each Contracting Party shall use their best efforts to insure that the rates charged and collected conform to the rates filed with either Contracting Party, and that no airline rebates any portion of such rates by any means, directly or indirectly, including the payment of excessive sales commissions to agents.

(c) It is recognized by both Contracting Parties that during any period for which either Contracting Party has approved

the traffic conference procedures of the International Air Transport Association, or other association of international air carriers, any rate agreements concluded through these procedures and involving an airline or airlines of that Contracting Party will be subject to the approval of the aeronautical authorities of that Contracting Party.

(d) If a Contracting Party, on receipt of the notification referred to in paragraph (b) above, is dissatisfied with the rate proposed, it shall so inform the other Contracting Party at least fifteen days prior to the date that such rate would otherwise become effective, and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

(e) If a Contracting Party upon review of an existing rate charged for carriage to or from its territory by an airline or airlines of the other Contracting Party is dissatisfied with that rate, it shall so notify the other Contracting Party and the Contracting Parties shall endeavor to reach agreement on the appropriate rate.

(f) In the event that an agreement is reached pursuant to the provisions of paragraph (d) or (e), each Contracting Party will exercise its best efforts to put such rate into effect.

(g) if:

(1) under the circumstances set forth in paragraph (d) no agreement can be reached prior to the date that such rate would

otherwise become effective, or

(2) under the circumstances set forth in paragraph (e) no agreement can be reached prior to the expiration of sixty days from the date of notification,

then the Contracting Party raising the objection to the rate may take such steps as it may consider necessary to prevent the inauguration or the continuation of the service in question at the rate complained of; provided, however, that the Contracting Party raising the objection shall not require the charging of a rate higher than the lowest rate charged by its own airline or airlines for comparable service between the same points.

(h) When in any case under paragraph (d) and (e) of this Article the Contracting Parties can not agree within a reasonable time upon the appropriate rate after consultations initiated by the complaint of one Contracting Party concerning the proposed rate or an existing rate of the airline or airlines of the other Contracting Party, upon the request of either, the terms of Article 13 of this Agreement shall apply.

ARTICLE 11
Supply of Statistics

The aeronautical authorities of one Contracting Party shall supply to the aeronautical authorities of the other Contracting Party, from time to time upon request, statistics relating to the traffic carried by a

designated airline of the first Contracting Party to and from the territory of the other Contracting Party. The details of such statistical traffic data which the aeronautical authorities of one Contracting Party may desire from the aeronautical authorities of the other Contracting Party shall be the subject of mutual discussion and agreement between the aeronautical authorities of the two Contracting Parties.

ARTICLE 12
Consultation and Modifications

(a) Either Contracting Party may at any time request consultations on the interpretation, application or amendment of this Agreement. Such consultations shall begin within a period of sixty days from the date of the request.

(b) Modifications to the Route Schedule shall be agreed between appropriate authorities of the Contracting Parties and shall come into force after an exchange of diplomatic notes.

ARTICLE 13
Settlement of Disputes

(a) If any dispute arises between the Contracting Parties relating to the interpretation or application of the Agreement, the Contracting Parties shall endeavor to settle it by negotiations.

(b) If the Contracting Parties fail to reach a settlement pursuant to paragraph (a) above, they shall consult in regard to appropriate other procedures for resolving the dispute.

ARTICLE 14
Termination

Either Contracting Party may at any time give notice to the other Contracting Party of its intention to terminate the present Agreement; such notice shall be simultaneously communicated to the International Civil Aviation Organization. In such case the Agreement shall terminate twelve months after the date of receipt of the notice by the other Contracting Party, unless the notice to terminate is withdrawn by agreement before the expiry of this period. In the absence of acknowledgement of receipt by the other Contracting Party, notice shall be deemed to have been received fourteen days after the receipt of the notice by the International Civil Aviation Organization.

ARTICLE 15
Conformity with Multilateral Conventions

If a general multilateral air

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transport convention or agreement, comes into force in respect of both Contracting Parties, the present Agreement shall be considered amended so as to conform with the provisions of such convention or agreement.

ARTICLE 16
Registration

This Agreement and all amendments thereto shall be registered with the International Civil Aviation Organization.

ARTICLE 17
Entry into Force

This Agreement shall enter into force on the date of an exchange of diplomatic notes indicating approval of each Contracting Party, in accordance with its constitutional requirements.[1]

[1] Jan. 9, 1974.

In witness whereof, the undersigned, being duly authorized by their respective Governments, have signed the present Agreement.

Done at Tehran.....in duplicate, this 1st February 1973... in English and Persian languages both texts being equally authentic.

For the Government of the United States of America	For the Government of Iran
[1]	[2]

[1] Joseph S. Farland
[2] A. A. Khalatbari

ROUTE SCHEDULE

1. An airline or airlines designated by the Government of the United States of America shall be entitled to operate air services on the air routes specified, in both directions, and to make scheduled landings in Iran at the points specified in this paragraph:

(a) From the United States via points 1/ in Portugal, Spain, Ireland, the United Kingdom, France, Belgium, The Netherlands, Denmark, Norway, Sweden, Finland, the Federal Republic of Germany, Poland, the U.S.S.R., Czechoslovakia, Austria, Switzerland, Hungary, Italy, Yugoslavia, Rumania, Greece, Bulgaria, Turkey, Lebanon, Syria and Iraq to Tehran, and beyond to points 1/ in Afghanistan, Pakistan, India, Ceylon, Bangladesh,

Burma, Thailand, Laos, Cambodia, Vietnam, Hong Kong, Mainland China, Malaysia, Singapore, Philippines, Indonesia, Japan, Australia, New Zealand, Guam, the South Pacific islands (including American Samoa, New Caledonia, Tahiti and Fiji) and the United States, (without traffic rights between Iran on the one hand and Poland, U.S.S.R., Czechoslovakia, Hungary, Rumania, Bulgaria and mainland China on the other).

2. An airline or airlines designated by the Government of Iran shall be entitled to operate air services on the air routes specified, in both directions, and to make scheduled landings in the United States at the points specified in this paragraph:

(a) From Iran via points 1/ in Lebanon, Turkey, Israel,

Egypt, Italy, Switzerland, Austria, the Federal Republic of Germany, France, Morocco, Portugal and the United Kingdom to New York or Detroit. 2/

3. Points on any of the specified routes may at the option of the designated airline be omitted on any or all flights with the exception that the origin or destination of any flight must be in the homeland.

1/ Only one point may be served in countries other than the Federal Republic of Germany, Switzerland, Turkey, India,(only Calcutta and New Delhi may be served), mainland China, Australia and Japan (traffic rights may be exercised between Iran and Japan at only one Japanese point prior to 1 March 1975).

2/ Detroit may not be served on any service which serves New York.

[Footnotes in the original.]

موافقتنامه حمل و نقل هوائی

بین

دولت ممالك متحده آمریکا و دولت ایران

دولت ممالك متحده آمریکا و دولت ایران

نظر به تمایل متقابل به انعقاد موافقتنامه ای بمنظور تأسیس و بکار انداختن سرویسهای هواپیمائی بین‌سرزمینهای مربوطه خود — بشرح زیر موافقت نمودند :

ماده ۱

تعاریف

بجز در مواردی که فحوای عبارت معنی دیگری راایجاب نماید — از لحاظ این موافقتنامه :

(الف) اصطلاح " مقامات هواپیمائی " در مورد ممالك متحده آمریکا اطلاق میشود به " هیئت هواپیمائی کشوری " و هر شخص یا مقامی که مجاز بانجام وظایف فعلی هیئت هواپیمائی کشوری و یا وظایف مشابه آن باشد و در مورد ایران به " سازمان هواپیمائی کشوری " و هر شخص یا مقامی که مجاز بانجام وظایف فعلی آن سازمان یا وظایف مشابه آن باشد .

(ب) اصطلاح " شرکت هواپیمائی تعیین شده " اطلاق میشود به یك شرکت هواپیمائی که بموجب ماده ۳ موافقتنامه حاضر تعیین شده و اجازه فعالیت یافته باشد .

(ج) اصطلاح "سرویس هوائی" اطلاق میگردد به هر سرویس هوائی برنامه ای که بوسیله هواپیما ـ برای حمل و نقل عمومی مسافر و پست یا بار مجتمعاً" یا بطور جداگانه انجام گیرد .

(د) اصطلاح "سرویس هوائی بین‌المللی" اطلاق میشود به هر سرویس هوائی که از فضای هوائی بیش از یک دولت عبور نماید .

(هـ) اصطلاح "توقف به منظورهای غیر ترافیکی" اطلاق میشود به فرود آمدن هواپیما برای هر منظوری جز پیاده و سوار کردن مسافر و بار یا پست .

(و) اصطلاح "موافقتنامه" اطلاق میشود به موافقتنامه حاضر و جدول مسیر ضمیمه و کلیه اصلاحات وارده بر آن .

ماده ۲

حقوق ترانزیت و ترافیک

(الف) هر یک از طرفین متعاهد ـ حقوق تصریح شده در موافقتنامه حاضر را بمنظور انجام سرویسهای هواپیمائی بین المللی منظم بوسیله شرکت یا شرکتهای هواپیمائی تعیین شده طرف متعاهد دیگر ـ بشرح ذیل بطرف متعاهد دیگر اعطاء مینماید :

(۱) پرواز بدون فرود از فراز سرزمین طرف متعاهد دیگر

(۲) توقف در سرزمین مذکور بمنظورهای غیر ترافیک ـ و

(۳) توقف در سرزمین مذکور در نقاطی که برای آن مسیر در جدول مسیر (پیوست بموافقتنامه حاضر) بمنظور پیاده و سوار کردن مسافر و بار و پست در ترافیک بین‌المللی خواه مجتمعاً یا بطور جداگانه مشخص گردیده است.

(ب) هیچیك از مفاد موافقتنامه حاضر بنحوی تلقی نخواهد شد که در نتیجه شرکت هواپیمائی تعیین شده یکی از طرفین متعاهد محق باشد در سرزمین طرف متعاهد دیگر در قبال مزد یا کرایه مسافر و بار و پست بمقصد نقطه دیگری در سرزمین آن طرف متعاهد دیگر حمل کند.

(ج) در مناطق جنگی یا تحت اشغال نظامی یا در مناطقی که این عملیات در جریان است ـ انجام این قبیل سرویسها مشمول مقررات ماده ۹ کنوانسیون بین المللی هواپیمائی کشوری منعقده در شیکاگو در ۷ دسامبر ۱۹۴۴ و ماده یك موافقتنامه ترانزیت سرویس های هوائی بین‌المللی مورخ ۷ دسامبر ۱۹۴۴ خواهد بود.

ماده ۳

تعیین و اجازه های لازم

(الف) هر یك از طرفین متعاهد حق دارد یك یا چند شرکت هواپیمائی را برای انجام سرویسهای مورد توافق در مسیرهای مشخصه تعیین و مراتب را کتباً از مجرای دیپلماتیك بطرف متعاهد دیگر اعلام نماید.

(ب) پس از دریافت اعلامیه تعیین ـ طرف متعاهد دیگر ـ با رعایت مفاد بندهای (ج) و (د) ماده حاضر ـ به شرکت یا شرکتهای هواپیمائی تعیین شده بدون تأخیر غیر موجه اجازه مربوطه را اعطاء خواهد نمود.

(ج) مقامات هواپیمائی یك طرف متعاهد میتواند از شرکت یا شرکتهائی که توسط طرف متعاهد دیگر تعیین‌شده بخواهد که مقامات مزبور را قانع سازد که شرایط مقرر در قوانین و مقرراتی که معمولاً برای انجام سرویسهای‌هواپیمائی بین‌المللی ـ توسط مقامات مذکور بر اساس مقررات کنوانسیون بین‌المللی هواپیمائی کشوری شیکاگو مورخ هفتم دسامبر ۱۹۴۴ اعمال میگردد، حائز میباشد.

(د) هر یك از طرفین متعاهد در هر مورد که قانع نشده باشد که مالکیت عمده و کنترل مؤثر شرکت هواپیمائی مربوطه در دست طرف متعاهد یا اتباع طرف متعاهد ی است که شرکت یا شرکتهای مذکور را تعیین نموده یا در صورتیکه شرکت هواپیمائی مزبور بموجب قوانین و مقررات معموله توسط مقامات طرف متعاهد مذکور واجد شرایط لازم نباشد، حق دارد از اعطای اجازه بهره برداری موضوع بند (ب) ماده حاضر امتناع ورزد و یا هر شرطی که برای اعمال حقوق مشخصه در ماده ۲ موافقتنامه حاضر توسط شرکت یا شرکتهای هواپیمائی تعیین شده لازم بداند ـ تحمیل نماید.

ماده ٤

تعلیق و لغو

(الف) هر یك از طرفین متعاهدین حق دارد در موارد مشروحه ذیل ـ اجازه بهره برداری صادره را لغو یا استفاده از حقوق مشخصه در ماده ۲ موافقتنامه حاضر را ـ در مورد شرکتی که توسط طرف متعاهد دیگر تعیین گردیده ـ معلق کند یا هر شرطی را که ممکن است برای استفاده از این حقوق لازم باشد تحمیل نماید :

(۱) در هر موردی که قانع نشده باشد مالکیت عمده و کنترل مؤثر آن شرکت هواپیمائی در دست طرف متعاهد یا اتباع طرف متعاهدی است که شرکت مذکور را تعیین نموده ـ یا

(۲) در موردی که شرکت هواپیمائی مذکور قوانین و یا مقررات طرف متعاهدی را که این حقوق را بشرح مندرج در ماده ٥ اعطاء نموده است رعایت نکند .

(ب) جز در مواردی که لغو ـ تعلیق یا تحمیل شرایط مذکور در بند (الف) ماده حاضر بصورت فوری برای جلوگیری از نقض بیشتر قوانین و یا مقررات لازم باشد ـ اعمال این حق فقط پس از مشاوره با طرف متعاهد دیگر انجام خواهد گرفت .

ماده ٥

شمول قوانین و مقررات

(الف) قوانین و مقررات یك طرف متعاهد ناظر به

ورود و خروج هواپیماهائی که بامر هوانوردی بین المللی اشتغال دارند یا ناظر به عملیات و هوانوردی چنین هواپیماهائی که حین پرواز بر فراز یا در داخل سرزمین طرف متعاهد مذکور میباشند ــ نسبت به هواپیماهای شرکت هواپیمائی تعیین شده طرف متعاهد دیگر ــ مجری خواهد بود .

برنامه های پرواز که طبق قوانین و مقررات مذکور مورد نیاز خواهد بود حد اقل سی روز قبل از شروع سرویسها در مسیرهای مشخصه توسط شرکت هواپیمائی یك طرف متعاهد به مقامات هواپیمائی طرف متعاهد دیگر تسلیم خواهد گردید ــ مگر آنکه بین طرفین بنحو دیگر موافقت شود .

(ب) قوانین و مقررات یك طرف متعاهد ناظر به ورود یا خروج مسافران و کارکنان و محمولات هواپیما از سرزمین طرف متعاهد مذکور از قبیل مقررات مربوط به ورود و ترخیص و مهاجرت و گذرنامه و گمرك و قرنطینه توسط یا بنمایندگی از طرف مسافرین و کارکنان و بار هواپیما هنگام ورود یا خروج یا توقف در سرزمین آن طرف متعاهد مورد رعایت قرار خواهد گرفت .

(ج) شرکت هواپیمائی تعیین شده یك طرف متعاهد حق دارد نمایندگی خود را جهت امور فروش مربوط به حمل و نقل هوائی در سرزمین طرف متعاهد دیگر دائر نماید .

(د) انتقال وجوه دریافتی توسط شرکتهای هواپیمائی تعیین شده طرفین متعاهد ــ بموجب مقررات ارزی مورد عمل در سرزمین طرف متعاهد مربوطه انجام خواهد شد . طرفین کلیه مساعی خود را جهت تسهیل

انتقال این قبیل وجوه مبذول خواهند داشت .

(هـ) هر یك از طرفین متعاهد نسخه هائی از قوانین و مقررات مربوطه مندرج در این ماده را بنا بر تقاضا — در اختیار طرف متعاهد دیگر خواهد گذاشت .

ماده ٦

معافیت ازحقوق گمرکی و سایرعوارض

(الف) هواپیماهای شرکت یا شرکتهای تعیین شده یك طرف متعاهد که در سرویسهای بین المللی پرواز مینمایند و همچنین مواد سوخت و روغنهای مخصوص روغنکاری و سایر مواد مصرفی فنی و وسایل یدکی منجمله موتور هواپیما و لوازم مورد نیاز جاری و خوار و بار که در هواپیماهای شرکت هواپیمائی یك طرف متعاهد مجاز به استفاده از مسیرها و سرویسهای موضوع موافقتنامه حاضر — بهنگام ورود و خروج از سرزمین طرف متعاهد دیگر — بر اساس عمل متقابل و تا میزان حد اکثر ممکنه طبق قوانین داخلی آن طرف متعاهد از محدودیت های کمی و پرداخت حقوق گمرکی و هزینه های بازرسی و سایر حقوق و مالیاتهای ملی معاف خواهد بود — حتی اگر مواد مذکور زمانی بمصرف برسد که این هواپیماها در آن سرزمین در پرواز باشند .

(ب) سوخت و روغن های مخصوص روغنکاری و مواد مصرفی فنی و وسایل یدکی منجمله موتورهای هواپیما — و لوازم مورد نیاز جاری از جمله وسایل زمینی که انحصاراً در

محدوده یك فرودگاه بین‌المللی مورد استفاده قرار میگیرد و خوار و بار وارد شده به سرزمین یك طرف متعاهد — توسط طرف متعاهد دیگر یا اتباع او که صرفاً بمنظور استفاده در هواپیمای شرکت هواپیمائی تعیین شده طرف متعاهد اخیرالذکر میباشد — بر اساس عمل متقابل و تا حد اکثر ممکنه طبق قوانین داخلی طرف متعاهد اول — از محدودیت های کمی و پرداخت حقوق گمرکی و هزینه‌های بازرسی و سایر حقوق و مالیاتهای ملی معاف خواهد بود .

(ج) سوخت و روغن مخصوص روغنکاری و مواد مصرفی فنی و وسایل یدکی منجمله موتورهای هواپیما و لوازم مورد نیاز جاری و خوار و بار که در سرزمین یك‌طرف متعاهد بار هواپیمای شرکت هواپیمائی طرف متعاهد دیگر میشود و در سرویسهای بین المللی مورد استفاده قرار میگیرد — بر اساس عمل متقابل و تا حد اکثر ممکنه طبق قوانین داخلی طرف متعاهد اول — از پرداخت حقوق گمرکی و عوارض و مالیات و هزینه های بازرسی و سایر حقوق و مالیاتهای ملی معاف خواهد بود .

(د) لوازم جاری هوانوردی و همچنین مواد ولوازم نگاهداری شده در هواپیمای شرکت هواپیمائی تعیین شده هر یك از طرفین متعاهد — تنها با موافقت مقامات گمرکی طرف متعاهد دیگر در قلمرو آن طرف متعاهد قابل تخلیه است — در این صورت میتوان این مواد را تا زمانیکه طبق مقررات گمرکی مجدداً صادر و یا ترتیب دیگری درمورد آن داده شود — تحت نظارت مقامات نامبرده قرار داد .

(هـ) معافیت های مقرر در این ماده همچنین شامل مواردی است که شرکت هواپیمائی یك طرف متعاهد با شرکت یا شرکتهای هواپیمائی دیگری برای وام یا انتقال اقلام مشخصه در بند (ب) در سرزمین طرف متعاهد دیگر توافق کرده باشد ــ مشروط بر آنکه شرکت یا شرکتهای اخیرالذکر نیز از معافیت های مشابهی در سرزمین طرف متعاهد دیگر برخوردار باشند .

ماده ۷

تسهیلات و عوارض فرودگاه

هر یك از طرفین متعاهدین میتواند برای استفاده از فرودگاهها و سایر تسهیلات تحت کنترل خود عوارض عادلانه و مناسبی را وضع نموده یا اجازه وضع آنرا بدهد ــ معهذا هر یك از طرفین متعاهد موافقت دارد که این عوارض از آنچه هواپیماهای ملی آن طرف متعاهد که در سرویسهای مشابه بین‌المللی اشتغال دارند برای استفاده از این فرودگاهها و تسهیلات میپردازند تجاوز نکند .

ماده ۸

مقررات ظرفیت

(الف) شرکتهای هواپیمائی تعیین شده بوسیله طرفین متعاهد از رفتار عادلانه و متساوی برخوردار خواهند شد تا بتوانند برای انجام سرویسها در مسیرهای مشخص از فرصت های متساوی بهره مند باشند .

(ب) شرکت یا شرکتهای هواپیمائی تعیین شده هر یك از طرفین متعاهد در انجام سرویسها ـ منافع شرکت هواپیمائی طرف متعاهد دیگر را منظور نظر خواهند داشت تا من غیر حق در سرویسهای طرف دیگر در تمامی یا قسمتی از همان مسیرها ـ اثر نامطلوب ایجاد نشود .

(ج) هدف اصلی سرویسهای شرکتهای هواپیمائی تعیین شده طرفین متعاهد ـ تأمین ظرفیت کافی با ضریب بار مناسب برای حمل ترافیك بین سرزمین طرف متعاهد تعیین کننده شرکت هواپیمائی و کشورهای مقصد نهائی ترافیك خواهد بود .

علاوه بر این شرکتهای هواپیمائی طرفین متعاهد ـ میتوانند برای موارد زیر نیز تأمین ظرفیت نمایند .

(۱) ضروریات ترافیك بین نقاطی در سرزمین طرف متعاهد دیگر و نقاطی در سرزمین کشورهای ثالث ـ و

(۲) ضروریات ترافیك بین نقاطی واقع در مسیر در سرزمین کشورهای ثالث که در جدول مسیر موافقتنامه حاضر مشخص گردیده است با در نظر گرفتن سرویسهای هوائی محلی و منطقه ای .

(د) چنانچه بنظر یکی از طرفین متعاهد عملیات یك شرکت هواپیمائی طرف متعاهد دیگر ـ با استانداردها و اصول مذکور در فوق مغایر باشد ـ میتواند طبق مقررات مورد توافق بمنظور بررسی عملیات مورد بحث و تشخیص مطابقت یا عدم مطابقت آن با اصول و استانداردهای مذکور ـ از طرف متعاهد دیگر تقاضای مشاوره نماید .

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ماده ۹

شناسائی گواهینامه ها و پروانه ها

گواهینامه های قابلیت پرواز و گواهینامه های صلاحیت و پروانه هائی که توسط یك طرف متعاهد صادر یا تسجیل شده و هنوز بقوت خود باقی باشد برای بهره برداری مسیرها و سرویسهای موضوع موافقتنامه حاضر توسط طرف متعاهد دیگر معتبر شناخته خواهد شد ـ مشروط بر آنکه شرایط صدور یا تسجیل این گواهینامه ها و پروانه ها ـ مساوی یا بیش از حد اقل استانداردهای موجود یا آتی باشد که بموجب کنوانسیون بین‌المللی هواپیمائی کشوری منعقده در شیکاگو در هفتم دسامبر ۱۹٤٤ وضع شده یا خواهد شد . در هر حال هر یك از طرفین متعاهد این حق را برای خود محفوظ میدارد که در مورد پرواز از فراز سرزمین خود ـ از شناسائی گواهینامه صلاحیت وپروانه‌هائی که بنام اتباع او توسط طرف متعاهد دیگر یا هر دولت دیگری صادر یا تسجیل شده باشد ـ خودداری نماید .

ماده ۱۰

تعرفه های حمل و نقل هوائی

(الف) نرخ های مورد اجراء توسط شرکت هواپیمائی یك طرف متعاهد برای حمل ترافیك به سرزمین طرف متعاهد دیگر یا از آن سرزمین ـ در سطح معقول باتوجه بکلیه عوامل مربوط از قبیل هزینه عملیات و سود معقول و

نرخهای مورد عمل شرکتهای هواپیمائی دیگر و همچنین خصوصیات هر سرویس بر قرار خواهد گردید .

اجرای این نرخ ها مشروط به تصویب مقامات هواپیمائی طرفین متعاهد میباشد که بموجب تعهدات ناشی از موافقت نامه حاضر ــ و در حدود صلاحیت قانونی خود اقدام خواهند کرد .

(ب) نرخ های پیشنهادی شرکت هواپیمائی یك طرف متعاهد برای حمل ترافیك به سرزمین طرف متعاهد دیگر یا از آن سرزمین ــ در صورت تقاضا ــ حد اقل سی روز قبل از تاریخ اجرای نرخ توسط شرکت هواپیمائی مذکور برای تصویب به مقامات هواپیمائی طرف متعاهد دیگر تسلیم خواهد گردید ــ مگر آنکه طرف متعاهدی که نرخها به او تسلیم میشود مدت کوتاهتری را برای تسلیم اجازه دهد .

مقامات هواپیمائی هر یك از طرفین متعاهد اهتمام کامل خواهند نمود تا نرخهائی که اعمال و وصول میگردد با نرخهای تعیین شده توسط هر یك از طرفین متعاهد هم آهنگ باشد و هیچ شرکت هواپیمائی بطور مستقیم یا غیر مستقیم بهیچ وجه تخفیفی در نرخهای مذکور قائل نشده و به نمایندگیها ،کمیسیون فروش بیش از حد مقرر پرداخت ننمایند .

(ج) طرفین متعاهد قبول دارند طی هر دوره‌ای که هر یك از طرفین متعاهد مقررات مربوط به کنفرانس ترافیك " اتحادیه حمل و نقل هوائی بین‌المللی (یاتا)"

یا اتحادیه های حمل و نقل هوائی دیگری را تصویب نموده باشد ــ توافق هائی که طبق این مقررات درباره نرخ بعمل آید و شرکت یا شرکتهای هواپیمائی یك طرف متعاهد را شامل شود ــ منوط به تصویب مقامات هواپیمائی همان طرف متعاهد خواهد بود .

(د) چنانچه یکی از طرف های متعاهد هنگام دریافت اطلاعیه مذکور در بند (ب) فوق ــ از نرخهای پیشنهادی راضی نباشد ــ مراتب را حد اقل پانزده روز قبل از تاریخ اجرای نرخهای مذکور باطلاع طرف متعاهد دیگر خواهد رسانید و طرفین متعاهد اهتمام خواهند نمود نسبت به نرخ مناسب توافق حاصل نمایند .

(هـ) چنانچه یکی از طرف های متعاهد در نتیجه بررسی یکی از نرخهای موجود برای حمل ترافیك بسرزمین طرف متعاهد دیگر یا از آن سرزمین ــ از نرخ مزبور ناراضی باشد ــ مراتب را بطرف متعاهد دیگر اطلاع خواهد داد و طرفین متعاهد اهتمام خواهند نمود تا نسبت به نرخ مناسب توافق حاصل نمایند .

(و) چنانچه طبق مقررات بند (د) و (هـ) توافق حاصل شود ــ هر یك از طرفین متعاهد سعی و اهتمام کامل خواهد نمود که این نرخها را بمورد اجراء بگذارد .

(ز) چنانچه :

(۱) تحت شرایط مذکور در بند (د) تا قبل از تاریخی که قرار است نرخ مذکور بمرحله اجرا درآید ــ توافقی حاصل نگردد ــ یا

(۲) تحت شرایط مذکور در بند (هـ) تا قبل از انقضای ۶۰ روز از تاریخ اعلام نرخ ـ توافقی حاصل نگردد ـ

در اینصورت طرف متعاهد معترض به نرخ پیشنهادی میتواند اقداماتی را که لازم بداند برای جلوگیری از افتتاح یا ادامه سرویس مورد بحث با نرخ مورد اعتراض بعمل آورد ـ مشروط بر آنکه طرف متعاهد معترض تقاضای اعمال نرخی را نکند که از کمترین نرخ معمول شرکت یا شرکتهای هواپیمائی آن طرف متعاهد در سرویسهای مشابه بین همان نقاط پرواز بالاتر باشد .

(ح) چنانچه در موارد مشمول بندهای (د) و (هـ) این ماده طرفین متعاهد نتوانند ظرف مدت معقولی پس از مشاوره ای که در اثر اعتراض یك طرف متعاهد درباره نرخ پیشنهادی یا نرخ موجود شرکت یا شرکتهای هواپیمائی طرف متعاهد دیگر بعمل آمده نسبت به نرخ مناسب توافق کنند طبق تقاضای هر یك از طرفین مقررات ماده ۱۳ این موافقت نامه بمورد اجرا گذارده خواهد شد .

ماده ۱۱

تسلیم آمار

مقامات هواپیمائی هر یك از طرفین متعاهد ـ گاه بگاه و طبق تقاضا اطلاعات و آمار مربوط به ترافیك حمل شده ـ توسط شرکت هواپیمائی تعیین شده طرف متعاهد

اول را بسوی سرزمین طرف متعاهد دیگر یا از آن سرزمین در اختیار مقامات هواپیمائی طرف متعاهد دیگر قرار خواهد داد . جزئیات مربوط به اطلاعات آماری ترافیك مزبور ــ که مقامات هواپیمائی یك طرف متعاهد از مقامات هواپیمائی طرف متعاهد دیگر درخواست مینماید ــ بین مقامات هواپیمائی طرفین متعاهد مورد مذاکره و توافق قرار خواهد گرفت .

ماده ۱۲

مشاوره و اصلاحات

(الف) هر یك از طرفین متعاهد میتواند در هر زمان ــ در مورد تفسیر و اجرا یا اصلاح این موافقتنامه از طرف متعاهد دیگر تقاضای مشاوره نماید . این مشاورات ظرف شصت روز از تاریخ تقاضا انجام خواهد شد .

(ب) تغییر در جدول مسیر ــ بین مقامات مربوطه طرفین متعاهد توافق خواهد شد و پس از مبادله یادداشت های دیپلماتیك بین طرفین لازم الاجراء خواهند گردید .

ماده ۱۳

حل اختلافات

(الف) هرگاه در مورد تفسیر یا اجرای موافقت نامه بین طرفین متعاهد اختلافی بروز نماید ــ طرفین اهتمام

خواهند نمود تا اختلاف را از طریق مذاکرات حل و فصل نمایند .

(ب) هرگاه طرفین متعاهد نتوانند اختلاف را طبق بند (الف) فوق‌الذکر حل و فصل نمایند ـ در مورد انتخاب راه حل مناسب دیگر مشاوره خواهند نمود .

ماده ۱۴

فسخ

هر یك از طرفین متعاهد میتواند در هر موقع ـ قصد خود را مبنی بر فسخ موافقتنامه حاضر بطرف دیگر اعلام کند . این اعلام همان زمان باطلاع سازمان بین‌المللی هواپیمائی کشوری خواهد رسید . در اینصورت موافقتنامه دوازده ماه پس از دریافت اعلام فسخ توسط طرف متعاهد دیگر فسخ خواهد شد مگر آنکه اعلام فسخ قبل از انقضای این مدت با تراضی طرفین پس گرفته شود .

در صورت عدم اعلام وصول از طرف متعاهد دیگر ـ اعلام فسخ چهارده روز پس از وصول آن بسازمان بین‌المللی هواپیمائی کشوری ـ دریافت شده تلقی خواهد شد .

ماده ۱۵

مطابقت با کنوانسیون‌های چند جانبه

چنانچه کنوانسیون یا موافقتنامه چند جانبه‌ای درباره حمل‌ونقل هواپیمائی درمورد هرد وطرف متعاهد لازم الاجراء گردد ـ موافقتنامه حاضر بمنظور تطابق بامفاد کنوانسیون یا موافقتنامه مزبور اصلاح شده تلقی خواهد گردید .

ماده ۱۶

ثبت

این موافقتنامه و کلیه اصلاحات وارده بر آن در سازمان بین‌المللی هواپیمائی کشوری به ثبت خواهد رسید .

ماده ۱۷

لازم الاجرا شدن

این موافقتنامه ــ از تاریخ مبادله یادداشت هـــای دیپلماتیك مبنی بر تصویب آن طبق مقررات قوانین اساســی هر یك از طرفین متعاهد ــ لازم الاجرا خواهد گردید .

بنا بمراتب نمایندگان امضاء کننده زیر که از طـــرف حکومت متبوعه خود مجاز میباشند ــ موافقتنامه حاضـــر را امضاء نمودند .

این موافقتنامه در دو نسخه درتاریخ ۱۲ بهمن ماه ۱۳۵۱ در تهران بزبانهای فارسی و انگلیسی که هر دو متن متساویاً معتبر میباشند تنظیم گردید .

ازطرف دولت ممالك متحده امریکا

ازطرف دولت ایران

جـــدول مســـیر

۱ ــ شرکت یا شرکتهای هواپیمائی تعیین شـــده توسط دولت ممالك متحده آمریکا حق خواهند داشت در مسیرهای مشخصه در هر دو جهت سرویسهای هواپیمائی دائر نموده و طبق برنامه در نقاط مشخصه در این بند ــ در ایران فرود آیند .

(الف) از ممالك متحده ازطریق نقاطی (۱) در :
پرتغال ، اسپانیا ، ایرلند ، انگلستان ، فرانســـه ، بلژیك ، هلند ، دانمارك ، نروژ ، سوئد ، فنلانـــد ، جمهوری فدرال آلمان ، لهستان ، اتحاد جماهیـــر شوروی ، چکسلواکی ، اطریش ، سوئیس ، مجارستان ، ایتالیا ، یوگسلاوی ، رومانی ، یونان ، بلغارســتان ، ترکیه ، لبنان ، سوریه و عراق به تهران و به نقاط ماوراء در (۱) افغانستان ، پاکستان ، هند ، سیـــلان ، بنگلادش ، برمه ، تایلند ، لائوس ، کامبوج ، ویتنـــام ، هنگ کنگ ، سرزمین اصلی چین ، مالزی ، سنگاپـــور ، فیلیپین ، اندونزی ، ژاپن .
استرالیا ، زلاند جدید ، گوام ، جزایر اقیانـــوس آرام جنوبی (منجمله ساموای آمریکا ــ کالدونیـــای جدید ، تاهیتی و فیجی) و ممالك متحده (بدون حق حمل ترافیك بین ایران از یکطرف و لهستان ، روسیه شـــوروی ، چکسلواکی ، مجارستان ، رومانی ، بلغارستان و سرزمین اصلی چین از طرف دیگر) .

۲ ــ شرکت یا شرکتهای هواپیمائی تعیین شده توسط دولت ایران حق خواهند داشت در مسیرهای مشخصه در هر دو جهت سرویس هواپیمائی دایر نموده و طبق برنامه در نقاط مشخصه در این بند در ممالك متحده فرود آیند .

(الف) از ایران از طریق نقاطی در (۱) لبنان ، ترکیه ، اسرائیل ، مصر ، ایتالیا ، سوئیس ، اتریش ، جمهوری فدرال آلمان ، فرانسه ، مراکش ، پرتغال و انگلستان به نیویورك یا دیترویت (۲)

۳ ــ نقاط واقع در هر یك از مسیرهای مشخصه ممکن است باختیار شرکت هواپیمائی تعیین شده در یك یا کلیه پروازها حذف گردد ــ باستثنای اینکه مبدأ یا مقصد هر پرواز باید در موطن شرکت باشد .

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(۱) در هر کشور فقط یك نقطه مورد استفاده خواهد بود ــ باستثنای جمهوری فدرال آلمان ــ سوئیس ــ ترکیه ــ هند (فقط کلکته و دهلی نو ممکن است مورد استفاده قرار گیرد) سرزمین اصلی چین ، استرالیا ، ژاپن (حق ترافیك بین ایران و ژاپن تا قبل از اول مارس ۱۹۷۵ فقط در یك نقطه از ژاپن مورد استفاده قرار خواهد گرفت) .

(۲) در سرویسهائی که از نیویورك استفاده میشود ــ دیترویت مورد استفاده قرار نخواهد گرفت .

CAPACITY PROCEDURES

A. Procedures

For the purpose of implementing paragraph (d) of Article 8 of the Air Transport Agreement between the Government of the United States of America and the Government of Iran of February 1, 1973, the following procedures are agreed effective 1 March 1975.

(1) Schedule Changes

(a) Prior to the filing of any schedule that would increase the capacity in effect as of 28 February 1975, the Contracting Party whose airline has proposed such a change shall satisfy itself that the changes proposed would not introduce capacity inconsistent with the capacity provisions of the Agreement. It will, thereafter, deliver to the other Contracting Party the formal filing by the airline concerned of such schedule change at least sixty days prior to its effective date, unless a shorter period of time is agreed upon by the Contracting Parties in special circumstances. Such filings should be reasonable, taking into account traffic demand and other relevant factors, and should not be based solely on the possibility of repetitious increases made possible by these procedures. Schedule changes reflecting no increase in capacity shall be submitted by the interested airline directly to the aeronautical authorities of the other party at least thirty days prior to their effective date.

(b) In any case where it appears to the other Party that a proposed new schedule involving an increase in capacity would be inconsistent with the capacity provisions of the Agreement, that Party, within fifteen days of receipt of the filing, may inform the other of its objection and may request consultations to consider the matter. In the event the Contracting Parties agree that such an increase is inconsistent with the Agreement, it will not go into effect.

(c) When no agreement on the planned change is reached, the proposed schedule shall be permitted to become effective on an experimental basis. However, the Contracting Party whose airline has implemented the increase shall ensure that no further increases in capacity over the route or routes in question shall take place for a period of six months from the date on which the proposed schedule change became effective.

(d) In the event that the Contracting Party which has requested consultations in accordance with subparagraph (1) (b) above believes that the schedule change which has been in effect for the six-month experimental period in accordance with sub-paragraph (1) (c) is inconsistent with the capacity provisions of the Agreement, it may request further consultations to consider the matter. During such consultations, which should be requested not less than fifteen days

prior to the end of the six-month period and concluded not later than thirty days after the completion of the six-month period, unless the parties find that the level of capacity in question is consistent with the capacity provisions of the Agreement, the level of capacity for the next six months shall be established (i) at the level in effect prior to the experimental increase or (ii) at a level as mutually agreed.

(2) Consultations to Review Existing Services

Consultations may be invoked to review existing air services whenever one Party believes that the services being conducted by a designated airline of the other Party are inconsistent with the capacity provisions of the Agreement, provided that the services in question have been in operation for six months or more.

(3) Provision of Information

In connection with the consultations referred to in sub-paragraphs (1) and (2), both Parties shall provide information relevant to the traffic and capacity situation to be reviewed in the course of the consultations.

B. United States Airline Operating Levels Until 28 February 1975

(1) For the purpose of these capacity procedures a service is defined as a flight which originates in the territory of one Contracting Party with a

destination in the territory of the other Contracting Party or any third country point beyond and then proceeds to the territory of the first Contracting Party.

(2) Without prejudice to the general right accorded the airlines of both Contracting Parties to increase capacity in accordance with management judgment under the provisions of the Agreement and under the procedures established herein, the United States airline has indicated that capacity for the period 1 March 1972 until 28 February 1975 will be as follows unless otherwise agreed:

(a) From 1 March 1972 until 28 February 1973

(i) Three eastbound round-the-world weekly services with 747 aircraft

(ii) Three westbound round-the-world weekly services with 747 aircraft

(iii) Five turn-around services with 707 aircraft (operating west of Tehran only).

(b) From 1 March 1973 until 28 February 1974

(i) Three eastbound round-the-world weekly services with 747 aircraft

(ii) Three westbound round-the-world weekly services with 747 aircraft

(iii) Six turn-around services with 707 aircraft (operating west of Tehran only).

(c) From 1 March 1974 to 28 February 1975

(i) Four eastbound round-the-world weekly services with 747 aircraft

(ii) Four westbound round-the-world weekly services with 747 aircraft

(iii) Six turn-around services with 707 aircraft (operating west of Tehran only).

(3) Without prejudice to the general right under the Agreement for the designated airlines of each Contracting Party to substitute and utilize their equipment in accordance with management judgment, any designated United States airline may substitute, during the period from 1 March 1972 until 28 February 1975:

(a) One service operated with 747 aircraft for two services operated with 707 aircraft on the turn-around services to Iran, and

(b) Four services operated with 707 aircraft for two services operated with 747 aircraft on services which go beyond Iran to the United States providing that such substitution may not take place on any service beyond Iran which terminates (turns around) at a point other than a point in the United States.

(4) Without prejudice to the right stipulated in the Route Schedule of the Agreement for the designated airlines of each Contracting Party to omit points, for the period from 1 March 1972 to 28 February 1975 all services which go beyond Iran must terminate (turn around) in the United States except that two such services, one in each direction, may be cancelled and replaced with two services which terminate (turn around) at a third country point,[1/] thus providing,

1/ Such third country point must not lie east of Hong Kong or be a point in Bangladesh, Burma or Thailand. [Footnote in the original.]

for example, for the period ending 28 February 1974, two round-the-world services in each direction and two services turning around at a third country point.

For the Government of the United States of America

Tehran, Iran

For the Government of Iran

(date)
1st February 1973

مقررات مربوط به سرویس

الف :مقررات

بمنظور اجرای بند (د) از ماده ۸ موافقتنامه حمل و نقل هوائی بین دولت ممالك متحده آمریکا و دولت ایران ــ نسبت به مقررات زیر که از اول مارس ۱۹۷۵ معتبر خواهد بود ــ موافقت میشود .

(اول) تغییرات در برنامه :

(الف) قبل از تسلیم هر برنامه ای که ظرفیت مورد اجراء در تاریخ ۲۸ فوریه ۱۹۷۵ را افزایش دهد ــ طرف متعاهدی که شرکت هواپیمائی آن چنین تغییری را پیشنهاد کرده است اطمینان حاصل خواهد نمود که تغییرات پیشنهادی ظرفیتی مغایر با مقررات ظرفیت موافقتنامه ایجاد نخواهد کرد . پس از آن ــ طرف متعاهد مذکور پیشنهاد رسمی شرکت هواپیمائی مربوطه را درباره این قبیل تغییرات برنامه ای حد اقل سی روز قبل از تاریخ اجراء آن ــ مگر آنکه برای موارد خاص مدت کوتاهتری بین طرفین متعاهد توافق شده باشد ــ بطرف متعاهد دیگر تسلیم خواهد نمود .

این قبیل پیشنهادات باید معقول بوده و تقاضای ترافیك و عوامل مربوطه دیگر در آن ملحوظ باشد و نباید منحصراً بر مبنای امکان افزایشهای مکرر که در این مقررات پیش بینی شده استوار باشد . تغییرات برنامه ای که متضمن افزایش ظرفیت نباشد سی روز قبل از تاریخ اجراء توسط شرکت هواپیمائی ذینفع مستقیماً به مقامات هواپیمائی طرف دیگر تسلیم خواهد گردید .

(ب) در هر مورد که طرف متعاهد دیگر احساس کند که برنامه جدید پیشنهادی که متضمن افزایش ظرفیت است ــ با مقررات ظرفیت موافقتنامه هوائی مباینت دارد ــ میتواند ظرف پانزده روز از تاریخ دریافت پیشنهاد ــ طرف دیگر را از موارد اعتراض خود مطلع سازد و نیز میتواند برای بررسی موضوع تقاضای مشاوره نماید . چنانچه طرفین متعاهد توافق نمایند که چنین افزایش

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ظرفیت با مفاد موافقت نامه هوائی مباینت دارد ــ این افزایش ظرفیت بمورد اجراء گذارده نخواهد شد .

(ج) چنانچه نسبت به تغییر پیشنهادی توافقی حاصل نگردد ــ اجازه داده خواهد شد که برنامه پیشنهادی بطور آزمایشی مورد اجراء قرار گیرد .

در هر حال طرف متعاهدی که شرکت هواپیمائی آن افزایش مذکور را بمرحله اجراء گذارده است اطمینان خواهد داد که حد اقل تا شش ماه از تاریخ اجرای تغییرات پیشنهادی ــ افزایش دیگری در ظرفیت در مسیر یا مسیرهای مورد بحث بعمل نخواهد آمد .

(د) چنانچه طرف متعاهدی که طبق بند فرعی (۱) (ب) فوق تقاضای مشاوره نموده است معتقد شود که تغییر برنامه ای که طبق بند فرعی (۱) (ج) بمدت شش ماه بطور آزمایشی مورد اجراء بوده با مقررات موافقتنامه در مورد ظرفیت مباین است میتواند برای بررسی موضوع از طرف دیگر تقاضای مشاوره مجدد نماید . طی این مشاورات ــ که باید حد اقل پانزده روز قبل از پایان دوره شش ماهه تقاضا گردد و تا سی روز پس از خاتمه دوره شش ماهه انجام پذیرد ــ میزان ظرفیت برای شش ماه بعدی بایستی (۱) بمیزان قبل از دوره شش ماهه آزمایشی یا (۲) بمیزان مورد توافق طرفین ــ تعیین گردد . مگر آنکه طرفین میزان ظرفیت مورد بحث را مطابق با مقررات موافقتنامه در مورد ظرفیت تشخیص دهند .

(دوم) مشاورات برای بررسی سرویس های موجود :

در هر موقع که یکی از طرفین معتقد باشد که سرویس هائی که توسط یک شرکت هواپیمائی تعیین شده طرف متعاهد دیگر دایر شده ــ با مقررات موافقتنامه در مورد ظرفیت مباینت دارد ــ میتواند برای تجدید نظر در سرویس های هوائی موجود از طرف دیگر تقاضای مشاوره نماید ــ مشروط بر آنکه سرویس های مورد بحث حد اقل شش ماه دایر بوده باشد .

(سوم) تأمین اطـــلاعات

در خصوص مشاورات مذکور در بند های فرعی (۱) و (۲) ــ طرفیـــن بایستی اطلاعات مربوط به وضع ترافیك و ظرفیت را برای بررسی در مشـاورات در اختیار یکدیگر قرار دهند .

ب : میزان عملیات شرکت هواپیمائی ممالك متحده تا تاریخ ۲۸ فوریـه ۱۹۷۵

(اول) از لحاظ این مقررات ظرفیت ــ اصطلاح سرویس اطلاق میشـود به پروازی که از قلمرو یك طرف متعاهد آغاز میگردد و مقصد آن در قلمرو طرف متعاهد دیگر یا نقطه ماوراء در هر کشور ثالث بوده و سپس به قلمرو طـــرف متعاهد اول ادامه یابد .

(دوم) بدون لطمه زدن به حق کلی شرکتهای هواپیمائی طرفین متعاهد در مورد افزایش ظرفیت که طبق تشخیص مدیریت و بر اساس مفاد موافقت نامه و تحت مقررات وضع شده صورت میگیرد شرکت هواپیمائی ممالك متحده اعلام نموده است که ظرفیت مدت اول مارس ۱۹۷۲ تا ۲۸ فوریه ۱۹۷۵ به قرار زیر خواهـد بود ــ مگر آنکه بنحو دیگری توافق شود .

(الف) از اول مارس ۱۹۷۲ تا ۲۸ فوریه ۱۹۷۳

(۱) سه سرویس هفتگی دور جهان در جهت شرق با هواپیمای ۷٤۷ .

(۲) سه سرویس هفتگی دور جهان درجهت غرب با هواپیمای ۷٤۷ .

(۳) پنج سرویس رفت و برگشت با هواپیمای ۷۰۷ (که فقط در مغـــرب تهران عمل خواهد کرد) .

(ب) از اول مارس ۱۹۷۳ تا ۲۸ فوریه ۱۹۷٤

(۱) سه سرویس هفتگی دور جهان در جهت شرق با هواپیمای ۷٤۷ .

(۲) سه سرویس هفتگی دور جهان در جهت غرب با هواپیمای ۷٤۷ .

(۳) شش سرویس رفت و برگشت با هواپیمای ۷۰۷ (که فقـط در غـــرب تهران عمل خواهد کرد) .

(ج) از اول مارس ۱۹۷٤ تا ۲۸ فوریه ۱۹۷۵

(۱) چهار سرویس هفتگی دورجهان در جهت شرق با هواپیمای ۷٤۷ .

(۲) چهار سرویس هفتگی دور جهان درجهت غرب با هواپیمای ۷٤۷ .

(۳) شش سرویس رفت و برگشت با هواپیمای ۷۰۷ (که فقط در غرب تهران عمل خواهد کرد).

(سوم) بدون لطمه بحقوق کلی که بموجب موافقتنامه برای شرکتهای هواپیمائی هر یك از طرفین متعاهد جهت تبدیل و استفاده هواپیما بتشخیص مدیریت شرکت پیش‌بینی شده ــ هر شرکت هواپیمائی تعیین شده ممالك متحده میتواند برای دوره اول مارس ۱۹۷۲ تا ۲۸ فوریه ۱۹۷۵ تبدیلات زیر را بعمل آورد :

(الف) یك سرویس با هواپیمای ۷٤۷ بجای دو سرویس با هواپیمای ۷۰۷ در سرویس های رفت و برگشت به ایران ــ و

(ب) چهار سرویس با هواپیمای ۷۰۷ بجای دو سرویس با هواپیمای ۷٤۷ در سرویسهائی که از ماوراء ایران بممالك متحده میرود مشروط بر آنکه تبدیلات مذکور در هیچیك از سرویسهائی بعمل نیاید که در ماوراء ایران در نقطه ای بغیر از نقطه ای در ممالك متحده خاتمه مییابد .

(چهارم) بدون لطمه به حقوقی که در جدول مسیر موافقتنامه برای شرکتهای هواپیمائی هر یك از طرفین متعاهد جهت حذف نقاط قید گردیده است ــ در دوره اول مارس ۱۹۷۲ تا ۲۸ فوریه ۱۹۷۵ کلیه سرویسهائیکه به ماوراء ایران پرواز میکنند باید بنقطه ای در ممالك متحده منتهی شوند ــ باستثناء دو سرویس از این قبیل ــ یك سرویس در هر جهت ــ ممکن است حذف گردد و بجای آن دو سرویس رفت و برگشت به یك کشور ثالث ۱/ برقرار گردد ــ و در نتیجه مثلاً در دوره ای که به ۲۸ فوریه ۱۹۷٤

منتهی میشود — دو سرویس دور جهان در هر یك از دو جهت و دو سرویس رفت و برگشت به یك کشـــــور ثالث بوجود آید .

۱/ نقطه واقع در کشور ثالث نباید در مشرق هنگ کنگ یا در بنگلادش یـا برمه یا تایلنـــد واقع باشد .

تهران — اول فوریه ۱۹۷۳ — برابر ۱۲ بهمن ۱۳۵۱

ازطرف دولت ممالك متحده آمریکا

ازطرف دولت ایـــران

[EXCHANGE OF NOTES]

No. 020

TEHRAN, *February 1, 1973*

EXCELLENCY:

I have the honor to refer to consultations held in Tehran between civil aviation delegations representing our respective Governments from 16 September to 23 September 1972. During these consulations the two delegations reached an understanding on the following:

"(1) The Route Schedule of the Air Transport Agreement between the Government of Iran and the Government of the United States of America signed on this date shall be amended in the spring of 1975 to include another Iranian route to Detroit and Los Angeles via the intermediate points specified in the existing Iranian route to the United States. At the same time Detroit shall be deleted from the existing Iranian route in the Route Schedule; and

"(2) The aforesaid Route Schedule shall be amended to add Abadan and Bandar Abbas as coterminals to the United States route;

"(3) Without prejudice to the right of either party to request consultation at any time, pursuant to the provisions of the Agreement, the Government of Iran is prepared to effect necessary economic adjustments if, five years after the commencement of operations by a designated airline of Iran to Los Angeles, an evaluation of the revenues of the designated airlines of the United States and Iran obtained from operations under the Agreement indicate an imbalance favoring the Iranian designated airline."

The above understanding is acceptable to my Government and if it is acceptable to the Government of Iran, this understanding will constitute an agreement between our two Governments effective on the date of your response indicating that this understanding is acceptable to the Government of Iran.

Accept, Excellency, the assurances of my highest consideration.

JOSEPH S. FARLAND

His Excellency
ABBAS ALI KHALATBARI,
Minister of Foreign Affairs,
Tehran, Iran.

وزارت امور خارجه

آقای سفیر

افتخار دارد وصول نامه شماره ۲۰ . مورخ اول فوریه ۱۹۷۳ آنجناب را بشرح زیـــر :

" عالیجناب :

افتخار دارم به مشاوراتیکه از تاریخ ۱۶ تا ۲۳ سپتامبر ۱۹۷۲ در تهران بین هیئتهای نمایندگی هواپیمائی کشوری به نمایندگی از طرف دولتین ما صورت گرفت اشاره نمایم . طی این مشاورات بین دو هیئت نمایندگی ــ توافق زیر حاصـــل گردیـــد :

(۱) جدول مسیر موافقتنامه حمل و نقل هوائی بین دولت ایران و دولـــت ممالك متحده آمریکا که در این تاریخ بامضاء رسیده است ــ در بهار سـال ۱۹۷۵ بنحوی اصلاح خواهد شد تا یك مسیر دیگر برای ایران به دیترویت و لوس آنجلـس از طریق نقاط واسط مندرج در مسیر موجود بین ایران و ممالك متحده ــ بوجـــود آید . در عین حال دیترویت از مسیر ایران در جدول مسیر فعلی حذف خواهـــد شـــد .

(۲) جدول مسیر مذکور بنحوی اصلاح خواهد شد که آبادان و بندر عباس بعنوان مقاصد نهائی دیگر بمسیر آمریکا افزوده شود .

(۳) بدون لطمه بحقوق هر یك از طرفین که بموجب مقررات موافقتنامـــــه میتواند در هر موقع تقاضای انجام مشاوره نماید ــ دولت ایران آماده اســـت ــ چنانچه پنجسال بعد از تاریخ شروع عملیات شرکت هواپیمائی تعیین شده ایـــران در خط لوس آنجلس ــ ارزیابی درآمدهای حاصله شرکتهای تعیین شده ممالـــك متحده و ایران از عملیات موضوع موافقتنامه عدم توازنی را بنفع شرکتهواپیمائی ایرانی نشان دهد ــ تعدیل اقتصادی لازم را بعمل آورد .

تفاهم فوق مورد قبول دولت متبوع من میباشد و چنانچه از طرف دولت ایـــران نیز مورد قبول باشد ــ این تفاهم بعنوان موافقتنامه ای بین دو دولت تلقی خواهد شد و از تاریخ پاسخ آنجناب مبنی بر اینکه این تفاهم مورد قبول دولت ایران است اعتبار خواهد یافت .

موقع را برای تجدید احترامات فائقه مغتنم میشمارد .

ژوزف . س . فارلنـــد

سفیر ممالك متحده آمریکا "

اعلام داشته و موافقت دولت متبـــوع خود را نسبت بآن اطلاع دهد .

موقع را برای تجدید احترامات فائقه مغتنم میشمارد .

تهران ــ ۱۲ بهمن ۱۳۵۱ برابر اول فوریه ۱۹۷۳

وزیر امور خارجه ــ عباسعلی خلعت بری

جناب آقای ژوزف . س . فارلند
سفیر ممالك متحده آمریکا
تهران ــ ایران

TIAS 8149

TRANSLATION

MINISTRY OF FOREIGN AFFAIRS

Mr. Ambassador:

I had the honor of receiving Your Excellency's note No. 020, dated February 1, 1973, which reads as follows:

[For the English language text, see p. 1996.]

Please convey to your Government my Government's acceptance of the above understanding.

Accept, Excellency, the assurances of my highest consideration.

Tehran, Behmen 12, 1351,
Corresponding to February 1, 1973

Abbas Ali Khalatbari

Minister of Foreign Affairs

UNION OF SOVIET SOCIALIST REPUBLICS

Fisheries

Agreement extending the agreements of February 21, 1973, as extended.
Effected by exchange of notes
Dated at Washington June 30, 1975;
Entered into force June 30, 1975.

The Department of State to the Soviet Embassy

The Department of State refers the Embassy of the Union of Soviet Socialist Republics to the Agreement between the Government of the United States and the Government of the Union of Soviet Socialist Republics On Certain Fisheries Problems in the Northeastern Part of the Pacific Ocean Off the Coast of the United States of America, signed in Moscow on February 21, 1973, as extended;[1] the Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Relating to Fishing Operations in the Northeastern Pacific Ocean, signed in Moscow on February 21, 1973, as extended;[2] and the Agreement Between the Government of the United States of America and the Government of the Union of Soviet Socialist Republics Relating to Fishing for King and Tanner Crab, signed in Moscow on February 21, 1973, as extended.[3]

Each of those agreements provides that prior to its expiration representatives of the two Governments will meet at a mutually convenient time to review the operation of the agreements and decide on future arrangements. Such consultations were commenced in February 1975, and the agreements, originally scheduled to terminate on February 21, 1975, were extended by exchange of notes until the conclusion of these negotiations. When the negotiations were inconclusive, the agreements were again extended until July 1, 1975, in order to permit another set of discussions between representatives of the Governments to take place. Such discussions are now scheduled to commence on July 9, 1975, and to end on approximately July 18.

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[1] TIAS 7573, 7981, 8020; 24 UST 631; 25 UST 3162; *ante*, p. 133.
[2] TIAS 7572, 7981, 8020; 24 UST 617; 25 UST 3162; *ante*, p. 133.
[3] TIAS 7571, 7981, 8020; 24 UST 603; 25 UST 3162; *ante*, p. 133.

Owing to the necessary delay in commencing these discussions, and with a view to the advisability of maintaining a continuity of the arrangements during the time the discussions are underway, the Department of State proposes that the above-mentioned agreements be further extended until August 1, 1975, or until the entry into force of superceding agreements but in no event later than August 1, 1975.

The Department of State further proposes that, if acceptable, this note and the Embassy's reply to that effect shall constitute an agreement between the two governments, which shall enter into force on the date of the Embassy's reply.

DEPARTMENT OF STATE,
WASHINGTON, *June 30, 1975.*

The Soviet Embassy to the Department of State

ПОСОЛЬСТВО

СОЮЗА СОВЕТСКИХ

СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК

Посольство Союза Советских Социалистических Республик подтверждает получение следующей ноты Государственного Департамента Соединенных Штатов Америки от 30 июня 1975 года:

"Государственный Департамент обращает внимание Посольства СССР на Соглашение между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик по некоторым вопросам рыболовства в северо-восточной части Тихого океана у побережья Соединенных Штатов Америки, подписанного в Москве 21 февраля 1973 года и продленного; Соглашение между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о рыболовстве в северо-восточной части Тихого океана, подписанного в Москве 21 февраля 1973 года и продленного, и Соглашения между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о промысле королевского краба и крабов-стригунов, подписанного в Москве 21 февраля 1973 года и продленного.

Каждое из этих соглашений предусматривает, что до истечения сроков их действий представители двух Правительств встретятся во взаимоприемлемое время с

В ГОСУДАРСТВЕННЫЙ ДЕПАРТАМЕНТ
СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ
г.Вашингтон

30/VI

тем, чтобы рассмотреть как осуществляются соглашения и решить вопрос о дальнейших мероприятиях. Такие консультации были начаты в феврале 1975 г., и соглашения, срок действия которых заканчивался 21 февраля 1975 г., были продлены путем обмена нотами до окончания этих переговоров. Поскольку эти переговоры не были завершены, соглашения были вновь продлены до 1 июня 1975 г., с тем чтобы провести следующий этап переговоров между представителями правительств. Эти переговоры в настоящее время запланировано начать 9 июня 1975 г. и закончить примерно 18 июня.

В связи с необходимой отсрочкой этих переговоров и желанием сохранить действие соглашений на период переговоров, Государственный Департамент предлагает, чтобы вышеуказанные соглашения были бы продлены до 1 августа 1975 г. или до вступления в силу заменяющих их соглашений, но не далее, чем до 1 августа 1975 г.

Государственный Департамент предлагает также, если это приемлемо, чтобы эта нота и ответ на нее являлись соглашением между двумя правительствами, которое вступит в силу с момента получения ответа Посольства".

Ссылаясь на вышеупомянутую ноту Государственного Департамента, Посольство считает продленным срок действия указанных соглашений до 1 августа 1975 г.

г.Вашингтон, 30 июня 1975 года

TRANSLATION

EMBASSY OF THE UNION OF
SOVIET SOCIALIST REPUBLICS

No. 27

The Embassy of the Union of Soviet Socialist Republics acknowledges receipt of the following note of the Department of State of the United States of America dated June 30, 1975:

[For the English language text, see p. 1999.]

In reference to the aforementioned note of the Department of State, the Embassy considers the term of the Agreements referred to as being extended to August 1, 1975.

Washington, June 30, 1975.

The Department of State
of the United States of America,
Washington.

ICELAND

Double Taxation: Taxes on Income and Capital

Convention signed at Reykjavik May 7, 1975;
Ratification advised by the Senate of the United States of America November 18, 1975;
Ratified by the President of the United States of America November 24, 1975;
Ratified by Iceland November 17, 1975;
Ratifications exchanged at Washington November 26, 1975;
Proclaimed by the President of the United States of America December 12, 1975;
Entered into force December 26, 1975.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention between the United States of America and the Republic of Iceland for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income and Capital was signed at Reykjavik on May 7, 1975, the text of which Convention, in the English and Icelandic languages, is hereto annexed;

The Senate of the United States of America by its resolution of November 18, 1975, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention;

The Convention was ratified by the President of the United States of America on November 24, 1975, in pursuance of the advice and consent of the Senate, and was ratified on the part of the Republic of Iceland on November 17, 1975;

It is provided in Article 31 of the Convention that the Convention shall enter into force one month after the date of the exchange of instruments of ratification;

The instruments of ratification of the Convention were exchanged at Washington on November 26, 1975, and accordingly the Convention enters into force on December 26, 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 December 26, 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 December in the year of our Lord one thousand nine hundred seventy-five and of the Independence of the United States of America the two hundredth.

[SEAL]

GERALD R. FORD

By the President:
ROBERT S. INGERSOLL
Acting Secretary of State

CONVENTION

BETWEEN

THE UNITED STATES OF AMERICA

AND

THE REPUBLIC OF ICELAND

FOR

THE AVOIDANCE OF DOUBLE TAXATION AND
THE PREVENTION OF FISCAL EVASION WITH
RESPECT TO TAXES ON INCOME AND CAPITAL.

S A M N I N G U R

MILLI

BANDARÍKJA AMERÍKU

OG

LÝÐVELDISINS ÍSLANDS

TIL

AÐ KOMAST HJÁ TVÍSKÖTTUN OG KOMA
Í VEG FYRIR UNDANSKOT FRÁ SKATT-
LAGNINGU Á TEKJUR OG EIGNIR.

TIAS 8151

68-569 O - 76 - 51

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

and

THE GOVERNMENT OF THE REPUBLIC OF ICELAND

desiring to conclude a convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income and capital,

Have agreed as follows:

RÍKISSTJÓRN BANDARÍKJA AMERÍKU

og

RÍKISSTJÓRN LÝÐVELDISINS ÍSLANDS,

sem eru ásáttar um að gera með sér samning til
að komast hjá tvísköttun og koma í veg fyrir
undanskot frá skattlagningu á tekjur og eignir,

hafa orðið ásáttar um eftirfarandi:

Article 1.

Taxes Covered.

(1) The taxes which are the subject of this Convention are:

(a) In the case of the United States, the Federal income taxes imposed by the Internal Revenue Code, hereinafter referred to as the "United States tax", and

(b) In the case of Iceland, the National income tax, National capital tax and municipal income tax, hereinafter referred to as the "Icelandic tax".

(2) This Convention shall also apply to taxes substantially similar to those covered by paragraph (1) which are imposed in addition to, or in place of, existing taxes after the date of signature of this Convention.

(3) For the purpose of Article 7 (Nondiscrimination), this Convention shall also apply to taxes of every kind imposed by the Contracting States, states, political subdivisions, or local authorities. For the purpose of Article 29 (Exchange of Information) this Convention shall also apply to taxes of every kind imposed by the Contracting States.

1. gr.

Skattar, sem samningurinn tekur til.

(1) Skattar þeir, sem samningur þessi tekur til, eru þessir:

(a) Að því er Bandaríkin varðar, alríkistekjuskattar, sem á eru lagðir samkvæmt lögum Bandaríkjanna um tekjuskatt (Internal Revenue Code), hér eftir nefndir "bandarískur skattur".

(b) Að því er Ísland varðar, tekjuskattur til ríkisins, eignarskattur til ríkisins og tekjuútsvar til sveitarfélaga, hér eftir nefndir "íslenskur skattur".

(2) Samningur þessi skal einnig taka til skatta, sem eru í meginatriðum hliðstæðir þeim sköttum, er um ræðir í (1) tl., sem eru lagðir á eftir undirskrift samnings þessa til viðbótar eða í stað þeirra skatta, er þá voru í gildi.

(3) Að því er varðar ákvæði 7. gr. (Jafnrétti) skal samningur þessi einnig taka til hvers konar skatta, sem á eru lagðir af aðildarríkjunum, fylkjum, opinberum stofnunum eða sveitarstjórnum. Að því er varðar ákvæði 29. gr. (Skipti á upplýsingum) skal samningur þessi einnig taka til hvers konar skatta, sem á eru lagðir af aðildarríkjunum.

Article 2.

General Definitions.

(1) In this Convention, unless the context otherwise requires:

(a) (i) The term "United States" means the United States of America; and

(ii) When used in a geographical sense, the term "United States" means the states thereof and the District of Columbia. Such term also includes (A) the territorial sea thereof, and (B) the seabed and subsoil of the submarine areas adjacent to the coast thereof, but beyond the territorial sea, over which the United States exercises sovereign rights, in accordance with international law, with respect to the exploration for, and exploitation of, the natural resources of such areas, but only to the extent that the person, property, or activity to which this Convention is being applied is connected with such exploration or exploitation.

(b) (i) The term "Iceland means the Republic of Iceland; and

(ii) When used in a geographical sense the term "Iceland" includes (A) the territorial sea thereof and (B) the seabed and subsoil of the submarine areas adjacent to the coast thereof, but beyond the

2. gr.

Almennar skilgreiningar.

(1) Í samningi þessum merkja neðangreind hugtök eftirfarandi, nema annað leiði af samhenginu:

(a) (i) "Bandaríkin" merkja Bandaríki Ameríku; og

(ii) þegar hugtakið "Bandaríkin" er notað í landfræðilegum skilningi merkir það fylki þeirra og héraðið Columbia (District of Columbia). Hugtakið nær einnig til (A) landhelgis þeirra og (B) hafsbotnsins og jarðlaga undir honum á þeim hafsbotnssvæðum, sem liggja að ströndum þeirra, en utan landhelgi, þar sem Bandaríkin beita yfirráðarétti sínum samkvæmt alþjóðalögum, að því er varðar rannsóknir og hagnýtingu náttúruauðæfa slíkra svæða, en aðeins að því marki, sem aðili, eign eða starfsemi, sem samningur þessi tekur til, er tengdur slíkri rannsókn eða hagnýtingu.

(b) (i) "Ísland" merkir Lýðveldið Ísland; og

(ii) þegar hugtakið "Ísland" er notað í landfræðilegum skilningi, nær það til (A) landhelgis þess og (B) hafsbotnsins og jarðlaga undir honum á þeim hafsbotnssvæðum, sem liggja að ströndum þess, en utan landhelgi, þar sem Ísland beitir yfirráðarétti sínum samkvæmt alþjóðalögum, að því er varðar rannsóknir og hagnýtingu náttúruauðæfa

territorial sea, over which Iceland exercises sovereign rights, in accordance with international law, with respect to the exploration for, and exploitation of, the natural resources of such areas, but only to the extent that the person, property, or activity to which this Convention is being applied is connected with such exploration or exploitation.

(c) The term "one of the Contracting States" or "the other Contracting State" means the United States or Iceland, as the context requires.

(d) The term "person" includes an individual, a partnership, a corporation, an estate, a trust, or any body of persons.

(e) (i) The term "United States corporation" or "corporation of the United States" means a corporation which is created or organized under the laws of the United States or any state thereof or the District of Columbia or any unincorporated entity treated as a United States corporation for United States tax purposes; and

(ii) The term "Icelandic corporation" or "corporation of Iceland" means a corporation or any entity which is treated as a body corporate for tax purposes under the laws of Iceland and is created or organized under the laws of Iceland.

slíkra svæða, en aðeins að því marki, sem aðili, eign eða starfsemi, er samningur þessi tekur til, er tengdur slíkri rannsókn eða hagnýtingu.

(c) "Annað aðildarríkjanna" og "hitt aðildarríkið" merkir Bandaríkin eða Ísland, eftir því sem efnið gefur til kynna.

(d) "Aðili" merkir mann, sameignarfélag, félag, bú, fjárvörslufélag (trust) eða hvers konar önnur samtök aðila.

(e) (i) "Bandarískt félag" eða "félag í Bandaríkjunum merkir félag, sem er myndað eða stofnað samkvæmt lögum Bandaríkjanna, einhvers fylkis þeirra eða héraðsins Columbia, eða sérhverja stofnun, sem með er farið sem félag í Bandaríkjunum, að því er varðar bandaríska skatta;

(ii) "Íslenskt félag" eða "félag á Íslandi" merkir félag eða sérhverja aðra stofnun, sem með er farið sem lögaðilda, að því er skatta varðar, samkvæmt lögum á Íslandi og er myndað eða stofnað samkvæmt íslenskum lögum.

(f) The term "competent authority" means:

(i) In the case of the United States, the Secretary of the Treasury or his delegate, and

(ii) In the case of Iceland, the Minister of Finance or his authorized representative.

(g) The term "State" means the United States, Iceland, or any other National State.

(h) The term "international traffic" means any voyage of a ship or aircraft operated by a resident of one of the Contracting States except where such voyage is confined solely to places within a Contracting State.

(2) Any other term used in this Convention and not defined in this Convention shall, unless the context otherwise requires, have the meaning which it has under the laws of the Contracting State whose tax is being determined. Notwithstanding the preceding sentence, if the meaning of such a term under the laws of one of the Contracting States is different from the meaning of the term under the laws of the other Contracting State, or if the meaning of such a term is not readily determinable under the laws of one of the Contracting States, the competent authorities of the Contracting States may, in order to prevent double taxation or to further any other purpose of this Convention, establish a common meaning of the term for the purposes of this Convention.

(f) "Bær stjórnvöld" merkja:

(i) Að því er Bandaríkin varðar, fjármálaráðherrann (the Secretary of the Treasury) eða umboðsmann hans, og

(ii) Að því er Ísland varðar, fjármálaráðherrann eða umboðsmann hans.

(g) "Ríki" merkir Bandaríkin, Ísland, eða sérhvert annað ríki.

(h) "Alþjóðlegir flutningar" merkja sérhverja ferð skips eða loftfars, sem rekið er af aðila, heimilisföstum í öðru aðildarríkinu, nema slík ferð sé eingöngu bundin við staði innan aðildarríkis.

(2) Sérhvert annað hugtak, sem notað er í samningi þessum og ekki er skilgreint þar, skal, nema annað leiði af efninu, hafa þá merkingu, sem það hefur í lögum þess aðildarríkis, sem skatt ákvarðar. Þrátt fyrir það, sem að framan segir, geta bær stjórnvöld í aðildarríkjunum myndað sameiginlega merkingu hugtaks við beitingu ákvæða samnings þessa til þess að koma í veg fyrir tvísköttun, eða til að stuðla að beitingu ákvæða samnings þessa á annan hátt, ef merking slíks hugtaks samkvæmt löggjöf annars aðildarríkisins er önnur en merking hugtaksins samkvæmt löggjöf hins aðildarríkisins, eða ef merking slíks hugtaks er ekki augljós samkvæmt löggjöf annars hvors aðildarríkisins.

Article 3.

Fiscal Residence.

(1) In this Convention:

(a) The term "resident of Iceland" means:

(i) An Icelandic corporation, and

(ii) Any person (except a corporation or any entity treated under Icelandic law as a corporation) resident in Iceland for purposes of its tax, but in the case of a partnership, estate, or trust only to the extent that the income derived by such person is subject to Icelandic tax as the income of a resident.

(b) The term "resident of the United States" means:

(i) A United States corporation, and

(ii) Any person (except a corporation or any unincorporated entity treated as a corporation for United States tax purposes) resident in the United States for purposes of its tax, but in the case of a partnership, estate, or trust only to the extent that the income derived by such person is subject to United States tax as the income of a resident.

(2) Where by reason of the provisions of paragraph (1) an individual is a resident of both Contracting States:

3. gr.

Heimilisfesti, að því er skattskyldu varðar.

(1) Í samningi þessum merkir hugtakið:

(a) "Aðili, heimilisfastur á Íslandi":

(i) Íslenskt félag og

(ii) Sérhvern aðila (að undanteknu félagi eða sérhverri stofnun, sem samkvæmt íslenskum lögum er farið með sem félag), heimilisfastan á Íslandi, með tilliti til skattskyldu hans, en að því er varðar sameignarfélag, bú eða fjárvörslufélag, aðeins að því marki, sem tekjur slíks aðila eru skattskyldar á Íslandi sem tekjur heimilisfasts aðila.

(b) "Aðili, heimilisfastur í Bandaríkjunum":

(i) Bandarískt félag og

(ii) Sérhvern aðila (að undanskildu félagi eða sérhverri stofnun, sem farið er með sem félag, að því er varðar bandaríska skatta), heimilisfastan í Bandaríkjunum, með tilliti til skattskyldu hans, en að því er varðar sameignarfélag, bú eða fjárvörslufélag, aðeins að því marki, sem tekjur slíks aðila eru skattskyldar í Bandaríkjunum sem tekjur heimilisfasts aðila.

(2) Þegar maður telst heimilisfastur í báðum aðildarríkjunum samkvæmt (1) tl., gilda eftirfarandi ákvæði:

(a) He shall be deemed to be a resident of that Contracting State in which he maintains his permanent home;

(b) If he has a permanent home in both Contracting States or in neither of the Contracting States, he shall be deemed to be a resident of that Contracting State with which his personal and economic relations are closest (center of vital interests);

(c) If the Contracting State in which he has his center of vital interests cannot be determined, he shall be deemed to be a resident of that Contracting State in which he has a habitual abode;

(d) If he has a habitual abode in both Contracting States or in neither of the Contracting States, he shall be deemed to be a resident of the Contracting State of which he is a citizen; and

(e) If he is a citizen of both Contracting States or of neither Contracting State the competent authorities of the Contracting State shall settle the question by mutual agreement.

For purposes of this paragraph, a permanent home is the place where an individual dwells with his family.

(3) An individual who is deemed to be a resident of one of the Contracting States and not a resident of the other Contracting State by reason of the provisions of paragraph (2) shall be deemed to be a resident only of the first-mentioned Contracting State for all purposes of this Convention, including Article 4 (General Rules of Taxation).

(a) Hann skal teljast heimilisfastur í því aðildarríki, þar sem hann hefur fast heimili.

(b) Ef hann hefur fast heimili í báðum aðildarríkjunum eða í hvorugu aðildarríkjanna, skal hann teljast heimilisfastur í því aðildarríki, sem hann er nánar tengdur persónulega og fjárhagslega (miðstöð persónuhagsmuna).

(c) Ef ekki er hægt að ákvarða í hvoru aðildarríkinu maður hefur miðstöð persónuhagsmuna sinna, telst hann heimilisfastur í því aðildarríki, þar sem hann dvelst að jafnaði.

(d) Ef hann dvelst að jafnaði í báðum aðildarríkjunum eða í hvorugu aðildarríkjanna, skal hann teljast heimilisfastur í því aðildarríki, þar sem hann á ríkisfang; og

(e) Ef hann á ríkisfang í báðum eða hvorugu aðildarríkjanna, skulu bær stjórnvöld í aðildarríkjunum leysa málið með gagnkvæmu samkomulagi.

Þegar rætt er um fast heimili í þessum tölulið, er átt við þann stað, þar sem maður dvelur ásamt fjölskyldu sinni.

(3) Maður, sem telst heimilisfastur í öðru aðildarríkinu, en ekki er heimilisfastur í hinu aðildarríkinu samkvæmt ákvæðum (2) tl., skal einungis teljast heimilisfastur í fyrrnefnda aðildarríkinu, að því er varðar samning þennan, þar með talin ákvæði 4. gr. (Almennar reglur um skattlagningu).

Article 4.

General Rules of Taxation.

(1) A resident of one of the Contracting States may be taxed by the other Contracting State on any income from sources within that other Contracting State and only on such income, subject to any limitations set forth in this Convention. For this purpose, the rules set forth in Article 6 (Source of Income) shall be applied to determine the source of income.

(2) The provisions of this Convention shall not be construed to restrict in any manner any exclusion, exemption, deduction, credit, or other allowance now or hereafter accorded:

(a) By the laws of one of the Contracting States in the determination of the tax imposed by that Contracting State, or

(b) By any other agreement between the Contracting States.

(3) Notwithstanding any provisions of this Convention except paragraph (4), a Contracting State may tax a citizen or resident of that Contracting State as if this Convention had not come into effect.

4. gr.

Almennar reglur um skattlagningu.

(1) Aðila, heimilisfastan í öðru aðildarríkinu, má skattleggja í hinu aðildarríkinu af sérhverjum tekjum, sem eiga uppruna sinn í síðarnefnda aðildarríkinu, og aðeins af slíkum tekjum, þó með þeim takmörkunum, sem í samningi þessum greinir. Reglum 6. gr. (Uppruni tekna) skal beitt við ákvörðun á uppruna teknanna.

(2) Ákvæði samnings þessa skal ekki túlka þannig, að þau takmarki á nokkurn hátt skattfrelsi, undanþágur, frádrátt, skattlækkanir eða aðrar ívilnanir, sem nú eða síðar verða leyfðar:

(a) Með lögum annars aðildarríkisins við ákvörðun skatta, sem á eru lagðir af því aðildarríki, eða

(b) Með sérhverju öðru samkomulagi milli aðildarríkjanna.

(3) Þrátt fyrir sérhvert ákvæði samnings þessa, þó að undanskildum (4) tl., getur aðildarríki lagt skatt á ríkisborgara sinn eða aðila, heimilisfastan í því aðildarríki, eins og samningur þessi hefði ekki tekið gildi.

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The provisions of paragraph (3) shall not affect:

(a) The benefits conferred by a Contracting State under Articles 5 (Relief from Double Taxation), 7 (Nondiscrimination), 25 (Social Security Payments), 26 (Diplomatic and Consular Officers) and 28 (Mutual Agreement Procedure); and

(b) The benefits conferred by a Contracting State under Articles 21 (Teachers), 22 (Students and Trainees), and 23 (Governmental Functions), upon individuals who are neither citizens of, nor have immigrant status in, that Contracting State.

(5) The United States may impose its personal holding company tax and its accumulated earnings tax notwithstanding any provision of this Convention. However, an Icelandic corporation shall be exempt from the United States personal holding company tax in any taxable year if all of its stock is owned, directly or indirectly, by one or more individuals who are residents of Iceland (and not citizens of the United States) for that entire year. An Icelandic corporation shall be exempt from the United States accumulated earnings tax in any taxable year unless such corporation is engaged in trade or business in the United States through a permanent establishment at any time during such year.

(6) The competent authorities of the two Contracting States may each prescribe regulations necessary to carry out the provisions of this Convention.

(4) Ákvæði (3) tl. skulu ekki hafa áhrif á:

(a) Hagsbætur veittar af aðildarríki samkvæmt 5.gr. (Lausn undan tvísköttun), 7. gr. (Jafnrétti), 25. gr. (Greiðslur almannatrygginga), 26. gr. (Opinberir starfsmenn við sendiráð og ræðismannsskrifstofur), 28. gr. (Framkvæmd gagnkvæms samkomulags); og

(b) Hagsbætur veittar af aðildarríki samkvæmt 21. gr. (Kennarar), 22. gr. (Námsmenn og nemar) og 23. gr. (Opinbert starf) mönnum, sem hvorki eru ríkisborgarar né hafa innflytjendarétt í því aðildarríki.

(5) Þrátt fyrir ákvæði samnings þessa, mega Bandaríkin leggja skatt á persónuleg hlutaeignarfélög (personal holding company tax) og ágóðasafnsskatt (accumulated earnings tax). Eigi að síður, skal íslenskt félag vera undanþegið skatti á persónuleg eignafélög í Bandaríkjunum sérhvert skattár, sem allt hlutafé er beint eða óbeint eign eins eða fleiri manna, sem eru heimilisfastir á Íslandi (og ekki eru ríkisborgarar Bandaríkjanna) allt það ár. Íslenskt félag skal vera undanþegið ágóðasafnsskatti í Bandaríkjunum sérhvert skattár, nema slíkt félag reki verslun eða viðskipti í Bandaríkjunum frá fastri atvinnustöð þar, einhvern tíma þess árs.

(6) Bær stjórnvöld í aðildarríkjunum geta hvor um sig sett þær reglur, sem nauðsynlegar eru, til að framfylgja ákvæðum samningsins.

Article 5.

Relief from Double Taxation.

Double taxation of income shall be avoided in the following manner:

(1) In accordance with the provisions and subject to the limitations of the law of the United States (as it may be amended from time to time without changing the principles hereof), the United States shall allow to a citizen or resident of the United States as a credit against the United States tax the appropriate amount of Icelandic tax, and in the case of a United States corporation owning at least 10 percent of the voting power of an Icelandic corporation from which it receives dividends in any taxable year, shall allow credit for the appropriate amount of Icelandic tax paid by the Icelandic corporation paying such dividends with respect to the profits out of which such dividends are paid. Such appropriate amount shall be based upon the amount of tax paid to Iceland, but the credit shall not exceed the limitations (for the purpose of limiting the credit to the United States tax on income from sources within Iceland or on income from sources outside of the United States) provided by United States law for the taxable year. For the purpose of applying the United States credit in relation to taxes paid to Iceland, the rules set

5. gr.

Lausn undan tvísköttun.

Komist skal hjá tvísköttun tekna á eftirfarandi hátt:

(1) Í samræmi við ákvæði laga Bandaríkjanna og takmarkana samkvæmt þeim (eins og þeim kann að verða breytt á hverjum tíma, án þess að grundvallarreglum sé breytt) skulu Bandaríkin heimila ríkisborgara eða aðila, heimilisföstum í Bandaríkjunum, sem frádrátt frá sköttum í Bandaríkjunum fjárhæð, sem samsvarar íslenskum sköttum, og sé um að ræða félag í Bandaríkjunum, sem á að minnsta kosti 10% af atkvæðamagni íslensks félags og fær frá því ágóðahluta á einhverju skattári, skal leyfa frádrátt, sem samsvarar þeirri fjárhæð íslenskra skatta, sem greiddir eru af íslenska félaginu, er ágóðahlutina greiðir, af hagnaði þeim, sem ágóðahluturinn er greiddur af. Slík samsvarandi fjárhæð skal byggð á fjárhæð skatta, greiddra á Íslandi, en frádrátturinn má ekki fara fram úr þeim takmörkunum (settum til takmörkunar frádráttar á bandarískum sköttum af tekjum, sem eiga uppruna sinn á Íslandi, eða af tekjum, sem eiga uppruna sinn utan Bandaríkjanna), sem ákveðnar eru í lögum Bandaríkjanna fyrir skattárið. Við ákvörðun á frádrætti í Bandaríkjunum vegna skatta, greiddra á Íslandi,

forth in Article 6 (Source of Income) shall be applied to determine the source of income. For purposes of applying the United States credit in relation to the taxes paid to Iceland, the taxes referred to in paragraph (1) (b) of Article 1 (Taxes Covered) other than the national capital tax shall be considered to be income taxes.

(2) In the case of income derived from sources in the United States, relief from double taxation shall be granted in Iceland in the following manner:

(a) Where a resident of Iceland derives income or owns property which, in accordance with the provisions of this Convention may be taxed in the United States or may be taxed in both Contracting States according to Article 16 (Capital Gains), 18 (Independent Personal Services), or 19 (Dependent Personal Services), or is exempt from United States tax under Article 21 (Teachers) or Article 22 (Students and Trainees), Iceland shall, subject to the provisions of subparagraph (b) of this paragraph, exempt such income or property from tax but may, in calculating tax on the remaining income or property of that resident, apply the rate of tax which would have been applicable if the exempted income or property had not been so exempted.

skulu reglur þær, sem fram koma í 6. gr. (Uppruni tekna), notaðar til að ákvarða, hvar sé uppruni teknanna. Til þess að ákvarða frádrátt í Bandaríkjunum vegna skatta, greiddra á Íslandi, skulu skattar þeir, sem um er rætt í 1. gr. (1) (a) (Skattar, sem samningurinn tekur til), aðrir en eignarskattur til ríkisins, taldir tekjuskattar.

(2) Að því er varðar tekjur, sem eiga uppruna sinn í Bandaríkjunum, skal lausn undan tvísköttun á Íslandi tryggð á eftirfarandi hátt:

(a) Þegar aðili, heimilisfastur á Íslandi, fær tekjur eða á eignir, sem samkvæmt ákvæðum samnings þessa má skattleggja í Bandaríkjunum eða má skattleggja í báðum aðildarríkjunum samkvæmt 16. gr. (Ágóði af eignum), 18. gr. (Sjálfstæð starfsemi) eða 19. gr. (Launuð störf) eða er undanþeginn skatti í Bandaríkjunum samkvæmt 21. gr. (Kennarar) eða 22. gr. (Námsmenn og nemar), skal Ísland, ef það brýtur ekki í bága við (b) lið þessa töluliðar, undanþiggja þessar tekjur eða eignir skattlagningu, en má, þegar reiknaður er skattur af öðrum tekjum eða eignum þessa aðila, nota þann skattstiga, sem notaður hefði verið, af undanþegnu tekjurnar eða eignirnar hefðu ekki verið þannig undanþegnar.

(b) Except as provided in subparagraph (a), where a resident of Iceland derives income which, in accordance with the provisions of this Convention may be taxed in both Contracting States, Iceland shall allow as a credit against the tax on the income of that resident an amount equal to the tax paid in the United States. Such credit shall not, however, exceed that part of the Icelandic tax, as computed before the credit is given, which is attributable to the income derived from sources in the United States as determined under the rules set forth in Article 6 (Source of Income).

Article 6.

Source of Income.

For purposes of this Convention:

(1) Dividends shall be treated as income from sources within a Contracting State only if paid by a corporation of that Contracting State.

(2) Interest shall be treated as income from sources within a Contracting State only if paid by such Contracting State, a political subdivision or a local authority thereof, or by a resident of that Contracting State. Notwithstanding the preceding sentence:

(b) Í öðrum tilvikum en þeim, er um ræðir í (a) lið, skal Ísland, þegar aðili, heimilisfastur á Íslandi, hefur tekjur, sem samkvæmt ákvæðum samnings þessa má skattleggja í báðum aðildarríkjunum, leyfa sem frádrátt frá skatti af tekjum þessa aðila fjárhæð jafna skatti þeim, sem greiddur er í Bandaríkjunum. Slíkur frádráttur skal þó ekki nema hærri fjárhæð en þeim hluta íslenska skattsins, reiknaðs áður en frádráttur er gerður, sem svarar til þeirra tekna, sem uppruna sinn áttu í Bandaríkjunum samkvæmt skilgreiningu 6. gr. (Uppruni tekna).

6. gr.

Uppruni tekna.

Í samningi þessum gildir eftirfarandi:

(1) Ágóðahluti skal því aðeins með fara sem tekjur, er eigi uppruna sinn í aðildarríki, að þeir séu greiddir af félagi í því aðildarríki.

(2) Vexti skal því aðeins með fara sem tekjur, er eigi uppruna sinn í aðildarríki, að þeir séu greiddir af því aðildarríki, opinberri stofnun eða sveitarfélagi þess eða af aðila, heimilisföstum í því aðildarríki. Þrátt fyrir þetta ákvæði skal talið, að vextirnir hafi uppruna sinn í því ríki, þar sem fasta atvinnustöðin er:

(a) If the person paying the interest (whether or not such person is a resident of one of the Contracting States) has a permanent establishment in one of the Contracting States in connection with which the indebtedness on which the interest is paid was incurred and such interest is borne by such permanent establishment, or

(b) If the person paying the interest is a resident of one of the Contracting States and has a permanent establishment in a State other than a Contracting State in connection with which the indebtedness on which the interest is paid was incurred and such interest is paid to a resident of the other Contracting State, and such interest is borne by such permanent establishment,

such interest shall be deemed to be from sources within the State in which the permanent establishment is situated.

(3) Royalties described in paragraph (2) of Article 14 (Royalties) for the use of, or the right to use, property or rights described in such paragraph shall be treated as income from sources within a Contracting State only to the extent that such royalties are for the use of, or the right to use, such property or rights within that Contracting State.

(a) Ef aðili, sem greiðir vextina (hvort sem sá aðili er heimilisfastur í öðru aðildarríkinu eða ekki), hefur fasta atvinnustöð í öðru aðildarríkinu og til skuldakröfunnar, sem vextirnir eru greiddir af, var stofnað vegna hinnar föstu atvinnustöðvar og vextirnir eru greiðslubyrði hennar, eða

(b) Ef aðili, sem greiðir vextina, er heimilisfastur í öðru aðildarríkinu og hefur fasta atvinnustöð í ríki, öðru heldur en aðildarríki, og til skuldakröfunnar, sem vextir eru greiddir af, var stofnað vegna hinnar föstu atvinnustöðvar og vextirnir eru greiddir til aðila, heimilisfasts í hinu aðildarríkinu, og eru greiðslubyrði hinnar föstu atvinnustöðvar.

(3) Þóknanir, sem um er rætt í (2) tl. 14. gr. (Þóknanir), fyrir notkun á eða rétt til að nota eignir eða réttindi, sem um er rætt í þeim tölulið, skal aðeins með fara sem tekjur, er eigi uppruna sinn í aðildarríki, að því marki, sem þóknanir þessar eru fyrir notkun á eða rétt til að nota eignir eða réttindi þessi í því aðildarríki.

(4) Income from real property and royalties from the operation of mines, quarries, or other natural resources (including gains derived from the sale of such property or the right giving rise to such royalties) shall be treated as income from sources within a Contracting State only if such property is situated in that Contracting State.

(5) Income from the rental of tangible personal (movable) property shall be treated as income from sources within a Contracting State only if such property is situated in that Contracting State.

(6) Income received by an individual for his performance of labor or personal services, whether as an employee or in an independent capacity, shall be treated as income from sources within a Contracting State only to the extent that such services are performed in that Contracting State. Income from personal services performed aboard ships or aircraft operated by a resident of one of the Contracting States in international traffic, or in fishing on the high seas, shall be treated as income from sources within that Contracting State if rendered by a member of the regular complement of the ship or aircraft. Notwithstanding the preceding provisions of this paragraph, remuneration described in Article 23 (Governmental Functions) and payments described in Article 25 (Social Security Payments) shall be treated as income from sources within a Contracting State only if paid by or from the public funds of that Contracting State or a political subdivision or local authority thereof.

(4) Tekjur af fasteignum og þóknanir fyrir hagnýtingu náma, grjótnáma eða annarra náttúruauðæfa (þar með talinn hagnaður af sölu eigna eða réttinda þeirra, sem þóknanirnar stafa frá) skal því aðeins með fara sem tekjur, er eigi uppruna sinn í aðildarríki, að eignin sé í því aðildarríki.

(5) Tekjur af lausafjárleigu skal því aðeins með fara sem tekjur, er eigi uppruna sinn í aðildarríki, að eignirnar séu í því aðildarríki.

(6) Tekjur, sem maður fær vegna vinnu sinnar eða starfa, hvort heldur sem launþegi eða vegna sjálfstæðs starfs, skal með fara sem tekjur, er eigi uppruna sinn í aðildarríki, aðeins að því marki, sem starfið er leyst af hendi í því aðildarríki. Tekjur af starfi, sem innt er af hendi um borð í skipi eða loftfari, sem er rekið af aðila, heimilisföstum í öðru aðildarríkinu, í alþjóðlegum flutningum eða við fiskveiðar á úthöfunum, skal með fara sem tekjur, er eigi uppruna sinn í því aðildarríki, ef starfið er innt af hendi af manni, sem tilheyrir hinni föstu áhöfn skips eða loftfars. Þrátt fyrir framangreind ákvæði þessa töluliðar, skulu greiðslur þær, sem lýst er í 23. gr. (Opinbert starf) og 25. gr. (Greiðslur almannatrygginga), því aðeins með fara sem tekjur, er eigi uppruna sinn í aðildarríki, að þær séu greiddar af eða úr opinberum sjóðum þess aðildarríkis eða opinberri stofnun eða sveitarstjórn þess.

(7) Income from the purchase and sale of intangible or tangible personal (including movable) property (other than gains defined as royalties by paragraph (2) (b) of Article 14 (Royalties)) shall be treated as income from sources within a Contracting State only if such property is sold in that Contracting State.

(8) Notwithstanding paragraphs (1) through (7), industrial or commercial profits which are attributable to a permanent establishment which the recipient, a resident of one of the Contracting States, has in the other Contracting State, including income derived from real property and natural resources and dividends, interest, royalties (as defined in paragraph (2) of Article 14 (Royalties), and capital gains, but only if the property or rights giving rise to such income, dividends, interest, royalties, or capital gains are effectively connected with such permanent establishment, shall be treated as income from sources within that other Contracting State.

(9) The source of any item of income to which paragraphs (1) through (8) are not applicable shall be determined by each of the Contracting States in accordance with its own law. Notwithstanding the preceding sentence, if the source of any item of income under the laws of one Contracting State is different from the source of such item of income under the laws of the other Contracting State or if the source of such income is not readily determinable under the laws of one of the Contracting States, the competent authorities of the Contracting States may,

(7) Tekjur af kaupum og sölu á efnisbundnu eða óefnisbundnu lausafé (aðrar en hagnaður, sem skilgreindur er sem þóknanir í (2) tl. (b) 14. gr. (Þóknanir)), skal því aðeins með fara sem tekjur, er eigi uppruna sinn í aðildarríki, að eignirnar séu seldar í því aðildarríki.

(8) Þrátt fyrir ákvæði (1) til (7) tl., skal viðskiptahagnað, sem móttekinn er af aðila, heimilisföstum í öðru aðildarríkinu, og sem tilheyrir fastri atvinnustöð, sem þessi aðili hefur í hinu aðildarríkinu, með fara sem tekjur, er eigi uppruna sinn í síðarnefnda aðildarríkinu. Sama gildir um tekjur af fasteignum og náttúruauðæfum, svo og um ágóðahluti, vexti, þóknanir (eins og þær eru skilgreindar í (2) tl. 14. gr. (Þóknanir)) og ágóða af eignum, en þó því aðeins, að eign sú eða réttindi, sem gefa af sér þessar tekjur, ágóðahluti, vexti, þóknanir eða ágóða af eignum, sé raunverulega bundin við hina föstu atvinnustöð.

(9) Uppruna annarra tekna, sem (1) til (8) tl. hér að framan taka ekki til, skal hvort aðildarríkjanna um sig ákveða í samræmi við sína eigin löggjöf. Þrátt fyrir það, sem að framan segir, geta bær stjórnvöld í aðildarríkjunum myndað sameiginlega skilgreiningu á uppruna tekna við beitingu ákvæða samnings þessa til þess að koma í veg fyrir tvísköttun eða til að stuðla að beitingu ákvæða samnings þessa á annan hátt, ef upprunni einhverra tekna er annar samkvæmt löggjöf annars

in order to prevent double taxation or further any other purpose of this Convention, establish a common source of the item of income for purposes of this Convention.

Article 7.

Nondiscrimination.

(1) A citizen of one of the Contracting States who is a resident of the other Contracting State shall not be subjected in that other Contracting State to more burdensome taxes than a citizen of that other Contracting State who is a resident thereof.

(2) A permanent establishment which a resident of one of the Contracting States has in the other Contracting State shall not be subject in that other Contracting State to more burdensome taxes than a resident of that other Contracting State carrying on the same activities. This paragraph shall not be construed as obliging a Contracting State to grant to individual residents of the other Contracting State any personal allowances, reliefs, or deductions for taxation purposes on account of civil status or family responsibilities which it grants to its own individual residents.

aðildarríkisins heldur en uppruni slíkra tekna samkvæmt löggjöf hins aðildarríkisins, eða ef uppruni slíkra tekna er ekki augljós samkvæmt löggjöf annars hvors aðildarríkisins.

7. gr.

Jafnrétti.

(1) Ríkisborgari í öðru aðildarríkinu, sem er heimilisfastur í hinu aðildarríkinu, skal ekki vera háður í því aðildarríki þyngri skattlagningu en ríkisborgari þess aðildarríkis, sem er heimilisfastur þar.

(2) Föst atvinnustöð, sem aðili, heimilisfastur í öðru aðildarríkinu, hefur í hinu aðildarríkinu, skal í því aðildarríki ekki vera háð þyngri skattlagningu heldur en aðili, heimilisfastur þar, sem hefur með höndum sáms konar starfsemi. Þetta ákvæði skal þó ekki skýra þannig, að það skuldbindi aðildarríki til að veita manni, heimilisföstum í hinu aðildarríkinu, nokkurn fjölskyldufrádrátt, ívilnanir eða lækkun skatta vegna hjúskaparstéttar eða fjölskylduframfærslu, sem það veitir mönnum, sem þar eru heimilisfastir.

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(3) A corporation of one of the Contracting States, the capital of which is wholly or partly owned or controlled, directly or indirectly, by one or more residents of the other Contracting State, shall not be subjected in the first-mentioned Contracting State to any taxation or any requirement connected therewith which is other or more burdensome than the taxation and connected requirements to which a corporation of the first-mentioned Contracting State carrying on the same activities, the capital of which is wholly owned or controlled by one or more residents of the first-mentioned Contracting State, is or may be subjected.

(4) The provisions of paragraph (2) shall not be construed as preventing Iceland from taxing the total profits attributable to a permanent establishment which is maintained in Iceland by a United States corporation. However, the amount of such tax shall not exceed the tax that would be imposed on an Icelandic corporation earning such profits that distributed to its shareholders the same percentage of its profits as such United States corporation maintaining such permanent establishment distributed to its shareholders from its total profits.

(3) Þótt fjármagn félags í öðru aðildarríkinu sé að öllu leyti eða að hluta eign eða stjórnað, beint eða óbeint, af einum eða fleiri aðilum, heimilisföstum í hinu aðildarríkinu, skal það í fyrrnefnda aðildarríkinu ekki vera háð nokkurri skattlagningu eða skyldum í því sambandi, sem er önnur eða þyngri en skattlagning og skyldur í því sambandi, sem félag í fyrrnefnda aðildarríkinu er eða gæti orðið háð vegna sams konar starfsemi, enda sé fjármagn þess að öllu leyti eign eða stjórnað af einum eða fleiri aðilum, heimilisföstum í fyrrnefnda aðildarríkinu.

(4) Ákvæði (2) tl. skal ekki skýra þannig, að þau hindri Ísland í að skattleggja heildarhagnað, sem tilheyrir fastri atvinnustöð, sem félag, heimilisfast í Bandaríkjunum, hefur á Íslandi. Fjárhæð slíks skatts skal samt sem áður ekki vera hærri en sá skattur, sem mundi verða lagður á íslenskt félag, sem hefði sama hagnað og sem úthlutaði til hluthafa sinna sama hundraðshluta af hagnaði sínum eins og félagið í Bandaríkjunum, sem hefur hina föstu atvinnustöð, úthlutaði hluthöfum af heildarhagnaði sínum.

Article 8.

Business Profits.

(1) Industrial or commercial profits of a resident of one of the Contracting States shall be exempt from tax by the other Contracting State unless such resident is engaged in industrial or commercial activity in that other Contracting State through a permanent establishment situated therein. If such resident is so engaged, tax may be imposed by that other Contracting State on the industrial or commercial profits of such resident but only on so much of such profits as are attributable to the permanent establishment.

(2) Where a resident of one of the Contracting States is engaged in industrial or commercial activity in the other Contracting State through a permanent establishment situated therein, there shall in each Contracting State be attributed to the permanent establishment the industrial or commercial profits which would be attributable to such permanent establishment if such permanent establishment were an independent entity engaged in the same or similar activities under the same or similar conditions and dealing wholly independently with the resident of which it is a permanent establishment.

8. gr.

Hagnaður af viðskiptum.

(1) Viðskiptahagnaður aðila, sem heimilisfastur er í öðru aðildarríkinu, skal undanþeginn skatti í hinu aðildarríkinu, nema slíkur aðili reki viðskipti í hinu aðildarríkinu frá fastri atvinnustöð þar. Ef aðilinn rekur slík viðskipti, má síðarnefnda aðildarríkið leggja skatt á viðskiptahagnað hans, en aðeins að svo miklu leyti, sem hagnaðurinn tilheyrir hinni föstu atvinnustöð.

(2) Þegar aðili, heimilisfastur í öðru aðildarríkinu, rekur viðskipti í hinu aðildarríkinu frá fastri atvinnustöð þar, skal hvort aðildarríkið um sig telja föstu atvinnustöðinni til tekna þann viðskiptahagnað, sem tilheyra myndi slíkri fastri atvinnustöð, ef hún væri sjálfstæð stofnun, sem fengist við sams konar eða svipaða starfsemi undir sams konar eða svipuðum skilyrðum, og kæmi sjálfstætt fram í skiptum við þann aðila, sem rekur hina föstu atvinnustöð.

(3) In the determination of the industrial or commercial profits of a permanent establishment, there shall be allowed as deduction expenses which are reasonably connected with such profits, including executive and general administrative expenses, whether incurred in the Contracting State in which the permanent establishment is situated or elsewhere.

(4) No profits shall be attributed to a permanent establishment of a resident of one of the Contracting States in the other Contracting State merely by reason of the purchase of goods or merchandise by that permanent establishment, or by the resident of which it is a permanent establishment, for the account of that resident.

(5) The term "industrial or commercial activity" includes the conduct of manufacturing, mercantile, insurance, agricultural, fishing or mining activities, the operation of ships or aircraft, the furnishing of services, the rental of tangible personal property, and the rental or licensing of motion picture films or films or tapes used for radio or television broadcasting. Such term does not include the performance of personal services by an individual either as an employee or in an independent capacity.

(3) Við ákvörðun viðskiptahagnaðar fastrar atvinnustöðvar skal leyfa sem frádrátt þau útgjöld, sem innan sanngjarnra marka eru tengd slíkum hagnaði, þar með talinn kostnaður við framkvæmdastjórn og venjulegur stjórnunarkostnaður, hvort heldur kostnaðurinn er til orðinn í því ríki, þar sem fasta atvinnustöðin er, eða annars staðar.

(4) Enginn hagnaður skal talinn tilheyra fastri atvinnustöð, sem aðili, heimilisfastur í öðru aðildarríkinu, hefur í hinu aðildarríkinu, eingöngu vegna vörukaupa hennar eða þess aðila, sem hana á, fyrir eigin reikning.

(5) Hugtakið "viðskipti" tekur til hvers konar iðnrekstrar, verslunar, vátryggingar, landbúnaðar, fiskveiða eða námugraftar, rekstrar skipa og loftfara, öflunar þjónustu, lausafjárleigu og leigu eða leyfis til að nota kvikmyndir eða myndir eða segulbönd til nota við hljóðvarps- eða sjónvarpsútsendingar. Hugtakið tekur þó ekki til starfs manns, hvort sem hann lætur það í té sem launþegi eða sem sjálfstætt starf.

(6) (a) The term "industrial or commercial profits" includes income derived from industrial or commercial activity. Such term also includes income derived from real property and natural resources and dividends, interest, royalties (as defined in paragraph (2) of Article 14 (Royalties)), and capital gains but only if the property or rights giving rise to such income, dividends, interest, royalties, or capital gains is effectively connected with a permanent establishment which the recipient, being a resident of one of the Contracting States, has in the other Contracting State, whether or not such income is derived from industrial or commercial activity.

(b) To determine whether property or rights are effectively connected with a permanent establishment, the factors taken into account shall include whether the rights or property are used in or held for use in carrying on industrial or commercial activity through such permanent establishment and whether the activities carried on through such permanent establishment were a material factor in the realization of the income derived from such property or rights. For this purpose, due regard shall be given to whether or not such property or rights or such income were accounted for through such permanent establishment.

(6) (a) Hugtakið "viðskiptahagnaður" tekur til tekna, sem stafa af viðskiptum. Hugtakið tekur einnig til tekna af fasteignum og náttúruauðæfum, ágóðahluta, vaxta, þóknana (eins og þær eru skilgreindar í (2) tl. 14. gr. (Þóknanir)) og ágóða af eignum, en þó því aðeins, að eign sú eða réttindi, sem gefa af sér þessar tekjur, ágóðahluti, vexti, þóknanir eða ágóða af eignum, sé raunverulega bundin við hina föstu atvinnustöð, sem móttakandinn, heimilisfastur í öðru aðildarríkinu, hefur í hinu aðildarríkinu, hvort sem tekjurnar stafa af viðskiptum eða ekki.

(b) Við ákvörðun á því, hvort eign eða réttindi sé raunverulega bundin við fasta atvinnustöð, skal þess gætt, hvort réttindin eða eignin séu notuð í eða séu til umráða við rekstur viðskipta slíkrar fastrar atvinnustöðvar og hvort starfsemi rekin af slíkri fastri atvinnustöð hefði verið verulegt atriði í myndun tekna af slíkri eign eða réttindum. Í þessu sambandi skal þess vel gætt, hvort slík eign eða réttindi eða slíkar tekjur höfðu verið bókfærðar hjá hinni föstu atvinnustöð eða ekki.

(7) Where industrial or commercial profits include items of income which are dealt with separately in other articles of this Convention, the provisions of those articles shall, except as otherwise provided therein, supersede the provisions of this article.

Article 9.

Permanent Establishment.

(1) For the purpose of this Convention, the term "permanent establishment" means a fixed place of business through which industrial or commercial activity is carried on.

(2) The term "fixed place of business" includes but is not limited to:

(a) A branch;

(b) An office;

(c) A factory;

(d) A workshop;

(e) A warehouse;

(f) A mine, quarry, or other place of extraction of natural resources; and

(g) A building site or construction or installation project which exists for more than 12 months.

(7) Þegar viðskiptahagnaður felur í sér tekjur, sem sérstaklega er fjallað um í öðrum greinum samnings þessa, skulu ákvæði þeirra greina, nema annað sé ákveðið þar, gilda framar ákvæðum þessarar greinar.

9. gr.

Föst atvinnustöð.

(1) Í samningi þessum merkir hugtakið "föst atvinnustöð" fasta atvinnustofnun, þar sem viðskipti eru rekin.

(2) Hugtakið "föst atvinnustofnun tekur til, en takmarkast þó ekki við:

(a) Útibú;

(b) Skrifstofu;

(c) Verksmiðju;

(d) Verkstæði;

(e) Vörugeymslu;

(f) Námu, grjótnám, eða annað stað, þar sem náttúruauðæfi eru nýtt; og

(g) Athafnasvæði fyrir byggingaframkvæmdir, mannvirkjagerð eða til samsetningarvinnu, sem stendur yfir lengur en 12 mánuði.

(3) Notwithstanding paragraphs (1) and (2), a permanent establishment shall not include a fixed place of business used only for one or more of the following:

(a) The use of facilities for the purpose of storage, display, or delivery of goods or merchandise belonging to the resident;

(b) The maintenance of a stock of goods or merchandise belonging to the resident for the purpose of storage, display or delivery;

(c) The maintenance of a stock of goods or merchandise belonging to the resident for the purpose of processing by another person;

(d) The maintenance of a fixed place of business for the purpose of purchasing goods or merchandise, or for collecting information, for the resident;

(e) The maintenance of a fixed place of business for the purpose of advertising, for the supply of information, for scientific research, or for similar activities which have a preparatory or auxiliary character, for the resident; or

(f) The maintenance of a building site or construction or installation project which does not exist for more than 12 months.

(3) Þrátt fyrir ákvæði (1) og (2) tl., tekur föst atvinnustöð ekki til fastrar atvinnustofnunar, sem er einskorðuð við notkun til eins eða fleiri eftirtalinna hluta:

(a) Til aðstöðu við geymslu, sýningu eða afhendingu á vörum í eigu aðila, heimilisfasts í aðildarríki;

(b) Til geymslu vörubirgða í eigu aðila, heimilisfasts í aðildarríki, sem ætlaðar eru til geymslu, sýningar eða afhendingar;

(c) Til geymslu vörubirgða í eigu aðila, heimilisfasts í aðildarríki, ætlaðar til vinnslu hjá öðrum aðila;

(d) Fastrar atvinnustofnunar, sem ætluð er til vörukaupa eða öflunar upplýsinga fyrir aðila, heimilisfastan í aðildarríki;

(e) Fastrar atvinnustofnunar, sem ætluð er til auglýsingastarfsemi, upplýsingastarfsemi, vísindarannsókna eða svipaðrar starfsemi, sem felur í sér undirbúnings- eða aðstoðarstörf vegna aðila, heimilisfasts í aðildarríki;

(f) Athafnasvæðis fyrir byggingaframkvæmdir, mannvirkjagerð eða til samsetningarvinnu, sem stendur ekki yfir lengur en 12 mánuði.

(4) A person acting in one of the Contracting States on behalf of a resident of the other Contracting State, other than an agent of an independent status to whom paragraph (5) applies, shall be deemed to be a permanent establishment in the first-mentioned Contracting State if such person has, and habitually exercises in the first-mentioned Contracting State, an authority to conclude contracts in the name of that resident, unless the exercise of such authority is limited to the purchase of goods or merchandise for that resident.

(5) A resident of one of the Contracting States shall not be deemed to have a permanent establishment in the other Contracting State merely because such resident engages in industrial or commercial activity in that other Contracting State through a broker, general commission agent, or any other agent of an independent status, where such broker or agent is acting in the ordinary course of his business.

(6) The fact that a resident of one of the Contracting States is a related person (as defined in Article 11 (Related Persons)) with respect to a resident of the other Contracting State or with respect to a person who engages in industrial or commercial activity in that other Contracting State (whether through a permanent establishment or otherwise) shall not be taken into account in determining whether that resident of the first-mentioned Contracting State has a permanent establishment in that other Contracting State.

(4) Aðili, sem hefur á hendi starfsemi í öðru aðildarríkinu fyrir aðila, heimilisfastan í hinu aðildarríkinu, þó að undanskildum sjálfstæðum umboðssala samkvæmt (5) tl., skal teljast föst atvinnustöð í fyrrnefnda aðildarríkinu, ef aðilinn hefur heimild til að gera samning fyrir hönd hins aðilans í fyrrnefnda aðildarríkinu og að jafnaði beitir þessari heimild, nema heimildin sé einskorðuð við vörukaup fyrir aðilann, sem er heimilisfastur í hinu aðildarríkinu.

(5) Aðili, heimilisfastur í öðru aðildarríkinu, telst ekki hafa fasta atvinnustöð í hinu aðildarríkinu, þótt hann reki viðskipti í hinu aðildarríkinu fyrir milligöngu miðlara, umboðsmanns eða annars óháðs umboðsaðila, svo framarlega sem slíkur miðlari eða umboðsaðili kemur fram innan takmarka venjulegrar viðskiptastarfsemi sinnar.

(6) Þótt aðili, heimilisfastur í öðru aðildarríkinu, sé tengdur aðila (eins og það er skilgreint í 11. gr. (Tengdir aðilar)), heimilisföstum í hinu aðildarríkinu, eða aðila, sem rekur viðskipti í hinu aðildarríkinu (hvort sem það er frá fastri atvinnustöð eða á annan hátt), skal ekki litið til þess við ákvörðun um, hvort heimilisfasti aðilinn í fyrrnefnda ríkinu hafi fasta atvinnustöð í hinu aðildarríkinu.

(7) The principles set forth in paragraphs (1) through (6) shall be applied in determining whether there is a permanent establishment in a State other than one of the Contracting States or whether a person other than a resident of one of the Contracting States has a permanent establishment in one of the Contracting States.

Article 10.

Shipping and Air Transport.

(1) Notwithstanding Article 8 (Business Profits), income which a resident of the United States derives from the operation in international traffic of ships or aircraft registered in the United States shall be exempt from tax by Iceland.

(2) Notwithstanding Article 8 (Business Profits), income which a resident of Iceland derives from the operation in international traffic of ships or aircraft shall be exempt from tax by the United States.

(3) For the purposes of this article, income derived from the operation in international traffic of ships or aircraft includes:

(7) Efni ákvæða (1) til (6) tl. skal beitt við ákvörðun þess, hvort um sé að ræða fasta atvinnustöð í ríki, öðru heldur en í öðru hvoru aðildarríkjanna, eða hvort aðili, annar heldur en aðili, heimilisfastur í öðru hvoru aðildarríkinu, hafi fasta atvinnustöð í öðru hvoru aðildarríkinu.

10. gr.

Siglingar og loftferðir.

(1) Þrátt fyrir ákvæði 8. gr. (Hagnaður af viðskiptum), skulu tekjur, sem aðili, heimilisfastur í Bandaríkjunum, hefur af rekstri skipa og loftfara, skráðra í Bandaríkjunum, í alþjóðlegum flutningum, undanþegnar skatti á Íslandi.

(2) Þrátt fyrir ákvæði 8. gr. (Hagnaður af viðskiptum), skulu tekjur, sem aðili, heimilisfastur á Íslandi, hefur af rekstri skipa og loftfara í alþjóðlegum flutningum, undanþegnar skatti í Bandaríkjunum.

(3) Innan ákvæða þessarar greinar skal eftirfarandi teljast sem tekjur af rekstri skipa og loftfara í alþjóðlegum flutningum:

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(a) Income derived by a domestic or international carrier from the lease of ships or aircraft either on a bareboat or full charter basis if such lease is incidental to its business as a carrier; and

(b) Income derived from the use and lease of:

(i) Containers,

(ii) Trailers for the inland transport of containers, and

(iii) Other related equipment,

if such income is incidental to other income described in paragraph (1).

Article 11.

Related Persons.

(1) Where a resident of one of the Contracting States and any other person are related and where such related persons make arrangements or impose conditions between themselves which are different from those which would be made between independent persons, any income, deductions, credits, or allowances which would, but for those arrangements or conditions, have been taken into account in computing the income (or loss) of, or the tax payable by, one of such persons, may be taken into account in computing the amount of the income subject to tax and the taxes payable by such person.

(a) Tekjur, sem aflað er af innlendum eða alþjóðlegum farmflytjanda af leigu á skipum eða loftförum, hvort sem leigt er án áhafnar (bareboat) eða með venjulegri skips- eða loftfarsleigu (charter basis), ef slík leiga er ekki verulegur þáttur í rekstri hans sem farmflytjanda; og

(b) Tekjur, sem aflað er fyrir notkun eða leigu á

(i) Gámum,

(ii) Tengivögnum til að flytja gáma á innanlands, og

(iii) Öðrum skyldum útbúnaði, ef slíkar tekjur eru ekki verulegar miðað við aðrar tekjur, sem lýst er í (1) tl.

11. gr.

Tengdir aðilar.

(1) Þegar aðili, heimilisfastur í öðru aðildarríkinu, er tengdur einhverjum öðrum aðila, og þeir semja eða ákveða skilmála innbyrðis, sem eru frábrugðnir þeim, sem vera myndu milli óháðra aðila, má við útreikning skattskyldra tekna (eða taps) og skatta, sem slíkum aðila ber að greiða, taka tillit til allra þeirra tekna, frádrátta, skattlækkana eða ívilnana, sem án slíkra samninga eða skilmála hefði verið litið til.

(2) A person is related to another person if either person owns or controls directly or indirectly the other or if any third person or persons own or control directly or indirectly both. For this purpose, the term "control" includes any kind of control, whether or not legally enforceable, and however exercised or exercisable.

Article 12.

Dividends.

(1) Dividends derived from sources within one of the Contracting States by a resident of the other Contracting State may be taxed by both Contracting States.

(2) The rate of tax imposed by one of the Contracting States on dividends derived from sources within that Contracting State by a resident of the other Contracting State shall not exceed:

(a) 15 percent of the gross amount actually distributed; or

(b) When the recipient is a corporation, 5 percent of the gross amount actually distributed if:

(2) Aðili er tengdur öðrum aðila, ef annar hvor aðilinn á eða ræður yfir hinum beint eða óbeint eða, ef þriðji aðili eða aðilar eiga eða ráða yfir þeim báðum beint eða óbeint. Í þessu sambandi tekur hugtakið "yfirráð" til hvers konar yfirráða, hvort sem þau njóta réttarverndar eða ekki og hvernig sem þau eru framkvæmd eða framkvæmanleg.

12. gr.

Ágóðahlutir.

(1) Ágóðahluti, er eiga uppruna sinn innan annars aðildarríkisins, en renna til aðila, heimilisfasts í hinu aðildarríkinu, má skattleggja í báðum aðildarríkjunum.

(2) Skattstigi sá, sem annað aðildarríkið beitir við skattlagningu ágóðahluta, er eiga uppruna sinn í því aðildarríki, en renna til heimilisfasts aðila í hinu aðildarríkinu, skal þó ekki vera hærri en:

(a) 15% af þeirri vergri fjárhæð, sem raunverulega er úthlutað; eða

(b) þegar móttakandinn er félag, 5% af þeirri vergri fjárhæð, sem raunverulega er úthlutað, ef:

(i) During the part of the paying corporation's taxable year which precedes the date of payment of the dividend and during the whole of its prior taxable year (if any), at least 10 percent of the outstanding shares of the voting stock of the paying corporation was owned by the recipient corporation, and

(ii) Not more than 25 percent of the gross income of the paying corporation for such prior taxable year (if any) consists of interest or dividends (other than interest derived from the conduct of a banking, insurance, or financing business and dividends or interest received from subsidiary corporations, 50 percent or more of the outstanding shares of the voting stock of which is owned by the paying corporation at the time such dividends or interest is received.

(3) Paragraph (2) shall not apply if the recipient of the dividends, being a resident of one of the Contracting States, has a permanent establishment in the other Contracting State and the shares with respect to which the dividends are paid are effectively connected with such permanent establishment. In such a case, see paragraph (6) (a) of Article 8 (Business Profits).

(i) Að minnsta kosti 10% af útistandandi atkvæðisbærum hlutum þess félags, sem ágóðahlutina greiðir, voru í eigu þess félags, sem ágóðahlutina fékk, þann hluta skattárs greiðslufélagsins, sem liðinn er fram að greiðsludagi ágóðahlutanna, og jafnframt í eigu þess allt næstliðið skattár (ef svo bar til), og

(ii) Ekki meira en 25% af vergum tekjum greiðslufélagsins á slíku næstliðnu skattári (ef svo bar til) eru vextir eða ágóðahlutir (aðrir en vextir, sem aflað er af banka-, vátrygginga- eða fjármögnunarstarfsemi, ásamt ágóðahlutum eða vöxtum, mótteknum frá dótturfélögum, ef útistandandi atkvæðisbærir hlutir þeirra eru að hálfu eða meira í eigu greiðslufélagsins á þeim tíma, sem ágóðahlutirnir eða vextirnir voru mótteknir).

(3) Ákvæði (2) tl. skulu ekki gilda, ef móttakandi ágóðahlutanna er aðili, heimilisfastur í öðru aðildarríkinu, en hefur fasta atvinnustöð í hinu aðildarríkinu og hlutirnir, sem ágóðahlutirnir eru greiddir af, eru raunverulega bundnir við hina föstu atvinnustöð. Í því tilviki vísast til 8. gr. (6) tl. (a) (Hagnaður af viðskiptum).

(4) Dividends paid by a corporation of one of the Contracting States to a person other than a resident of the other Contracting State (and in the case of dividends paid by an Icelandic corporation, to a person other than a citizen of the United States) shall be exempt from tax by that other Contracting State. This paragraph shall not apply if the recipient of the dividends has a permanent establishment in that other Contracting State and the shares with respect to which the dividends are paid are effectively connected with such permanent establishment.

Article 13.

Interest.

(1) Interest derived from sources within one of the Contracting States by a resident of the other Contracting State shall be exempt from tax by the first-mentioned Contracting State.

(2) Paragraph (1) shall not apply if the recipient of the interest, being a resident of one of the Contracting States, has a permanent establishment in the other Contracting State and the indebtedness giving rise to the interest is effectively connected with such permanent establishment. In such a case, see paragraph (6) (a) of Article 8 (Business Profits).

(4) Ágóðahlutir, sem félag, heimilisfast í öðru aðildarríkinu, greiðir, aðila, öðrum en aðila, heimilisföstum í hinu aðildarríkinu (og að því er varðar ágóðahluti greidda af íslensku félagi til aðila, annars en ríkisborgara Bandaríkjanna), skulu vera undanþegnir skatti í hinu aðildarríkinu. Þetta ákvæði gildir þó ekki, ef móttakandi ágóðahlutanna hefur fasta atvinnustöð í hinu aðildarríkinu og hlutirnir, sem ágóðahlutirnir eru greiddir af, eru raunverulega bundnir við slíka fasta atvinnustöð.

13. gr.

Vextir.

(1) Vextir, er eiga uppruna sinn innan annars aðildarríkisins, en renna til aðila, heimilisfasts í hinu aðildarríkinu, skulu undanþegnir skatti í fyrrnefnda aðildarríkinu.

(2) Ákvæði (1) tl. skulu ekki gilda, ef móttakandi vaxtanna er aðili, heimilisfastur í öðru aðildarríkinu, en hefur fasta atvinnustöð í hinu aðildarríkinu og skuldakrafan, sem gefur af sér vextina, er raunverulega bundin við hina föstu atvinnustöð. Í því tilviki vísast til 8. gr. (6) tl. (a) (Hagnaður af viðskiptum).

(3) Where any interest paid by a person to any related person exceeds an amount which would have been paid to an unrelated person, the provisions of this article shall apply only to so much of the interest as would have been paid to an unrelated person. In such a case the excess payment may be taxed by each Contracting State according to its own law, including the provisions of this Convention where applicable.

(4) The term "interest" as used in this Convention means income from bonds, debentures, Government securities, notes, or other evidences of indebtedness, whether or not secured and whether or not carrying a right to participate in profits, and debt-claims of every kind, as well as all other income which, under the taxation law of the Contracting State in which the income has its source, is assimilated to income from money lent.

(5) Interest paid by a resident of one of the Contrating States to a person other than a resident of the other Contracting State (and in the case of interest paid by an Icelandic corporation, to a person other than a citizen of the United States) shall be exempt from tax by the other Contracting State. This paragraph shall not apply if:

(a) Such interest is treated as income from sources within the other Contracting State under paragraph (2) of Article 6 (Source of Income), or

(3) Þegar vextir, sem aðili greiðir til annars aðila, sem honum er tengdur, eru hærri en sú fjárhæð, sem hefði verið greidd ótengdum aðila, skulu ákvæði þessarar greinar einungis gilda um þann hluta vaxtanna, sem er jafn þeim, sem hefði verið greiddur ótengdum aðila. Í slíkum tilvikum má skattleggja þá greiðslu, sem fram yfir er, í hvoru aðildarríkinu um sig samkvæmt löggjöf þess að meðtöldum ákvæðum samnings þessa, þar sem þau eiga við.

(4) Hugtakið "vextir" í samningi þessum merkir tekjur af veðskuldabréfum, skuldabréfum, ríkisskuldabréfum, skuldaviðurkenningum eða öðrum skuldbindingum, hvort sem þær eru tryggðar eða ekki og hvort sem þær veita rétt til hlutdeildar í hagnaði eða ekki, og hvers konar skuldakröfum, svo og til allra annarra tekna, sem jafngilda tekjum af lánuðu fé samkvæmt skattalögum þess aðildarríkis, þar sem tekjurnar eiga uppruna sinn.

(5) Vextir, sem aðili, heimilisfastur í öðru aðildarríkinu, greiðir aðila öðrum en aðila, heimilisföstum í hinu aðildarríkinu (og að því er varðar vexti, greidda af íslensku félagi til aðila annars en ríkisborgara í Bandaríkjunum), skulu vera undanþegnir skatti í hinu aðildarríkinu. Þetta ákvæði gildir þó ekki, ef:

(a) Með slíka vexti er farið sem tekjur, er eigi uppruna sinn í hinu aðildarríkinu samkvæmt (2) tl. 6. gr. (Uppruni tekna), eða

(b) The recipient of the interest has a permanent establishment in the other Contracting State and the indebtedness giving rise to the interest is effectively connected with such permanent establishment.

Article 14.

Royalties.

(1) Royalties derived from sources within one of the Contracting States by a resident of the other Contracting State shall be exempt from tax by the first-mentioned Contracting State.

(2) The term "royalties" as used in this article means:

(a) Payment of any kind made as consideration for the use of, or the right to use, copyrights of literary, artistic, or scientific works (but not including copyrights of motion picture films or films or tapes used for radio or television broadcasting), patents, designs, models, plans, secret processes or formulae, trademarks, or other like property or rights, or knowledge, experience, or skill (know-how), and

(b) Móttakandi vaxtanna hefur fasta atvinnustöð í hinu aðildarríkinu, og skuldakrafan, sem gefur af sér vextina, er raunverulega bundin við slíka fasta atvinnustöð.

14. gr.

Þóknanir.

(1) Þóknanir, er eiga uppruna sinn innan annars aðildarríkisins, en renna til aðila, heimilisfasts í hinu aðildarríkinu, skulu undanþegnar skatti í fyrrnefnda aðildarríkinu.

(2) Hugtakið "þóknanir" í þessari grein merkir:

(a) Sérhverja greiðslu, sem innt er af hendi sem endurgjald fyrir afnot eða rétt til hagnýtingar höfundarréttar á bókmennta-, lista- eða vísindaviðinu (þar með telst þó ekki höfundaréttur að kvikmyndum eða myndum eða segulböndum, sem notuð eru við hljóðvarps- eða sjónvarpsútsendingar), einkaleyfis, munsturs, líkans, áætlunar, leynilegrar framleiðsluaðferðar eða formúlu, vörumerkis eða annarra eigna eða réttinda svipaðs eðlis, eða á þekkingu, reynslu eða verkþekkingu (know-how), og

(b) Gains derived from the sale, exchange, or other disposition of any such property or rights to the extent that the amounts realized on such sale, exchange, or other disposition for consideration are contingent on the productivity, use, or disposition of such property or rights.

(3) Paragraph (1) shall not apply if the recipient of the royalty, being a resident of one of the Contracting States, has in the other Contracting State a permanent establishment and the property or rights giving rise to the royalty is effectively connected with such permanent establishment. In such a case, see paragraph (6) (a) of Article 8 (Business Profits).

(4) Where any royalty paid by a person to any related person exceeds an amount which would have been paid to an unrelated person, the provisions of this article shall apply only to so much of the royalty as would have been paid to an unrelated person. In such a case the excess payment may be taxed by each Contracting State according to its own law, including the provisions of this Convention where applicable.

(b) Ágóða af sölu, eignaskiptum eða annarri ráðstöfun á sérhverjum slíkum eignum eða réttindum að því marki, er gagngjaldið, sem innt er af hendi sem endurgjald við slíka sölu, eignaskipti eða aðra ráðstöfun er, eða getur orðið tengt framleiðni, afnotum eða ráðstöfun slíkra eigna eða réttinda.

(3) Ákvæði (1) tl. skulu ekki gilda, ef móttakandi þóknunarinnar er aðili, heimilisfastur í öðru aðildarríkinu, en hefur fasta atvinnustöð í hinu aðildarríkinu og eignin eða réttindin, sem gefa af sér þóknunina, eru raunverulega bundin við hina föstu atvinnustöð. Í því tilviki vísast til 8. gr. (6) tl. (a) (Hagnaður af viðskiptum).

(4) Þegar þóknun, sem aðili greiðir til annars aðila, sem honum er tengdur, er hærri en sú fjárhæð, sem hefði verið greidd ótengdum aðila, skulu ákvæði þessarar greinar einungis gilda um þann hluta þóknunarinnar, sem er jafn þeim, sem hefði verið greiddur ótengdum aðila. Í slíkum tilvikum má skattleggja þá greiðslu, sem fram yfir er, í hvoru aðildarríkinu um sig samkvæmt löggjöf þess, að meðtöldum ákvæðum samnings þessa, þar sem þau eiga við.

Article 15.

Income from Real Property.

(1) Income from real property, including royalties in respect of the operation of mines, quarries, or other natural resources and gains derived from the sale, exchange, or other disposition of such property or of the right giving rise to such royalties, may be taxed by the Contracting State in which such real property, mines, quarries, or other natural resources are situated. For purposes of this Convention income and gains from ships and aircraft and interest on indebtedness secured by real property or secured by a right giving rise to royalties in respect of the operation of mines, quarries, or other natural resources shall not be regarded as income from real property.

(2) Paragraph (1) shall apply to income derived from the usufruct, direct use, letting, or use in any form of real property.

15. gr.

Tekjur af fasteignum.

(1) Tekjur af fasteignum, þar með taldar þóknanir fyrir hagnýtingu náma, grjótnáma eða annarra náttúruauðæfa, og ágóði af sölu, eignaskiptum eða annarri ráðstöfun slíkrar eignar eða á þeim réttindum, sem gefa af sér slíkar þóknanir, má skattleggja í því aðildarríki, þar sem slíkar fasteignir, námur, grjótnámur eða önnur náttúruauðæfi eru. Að því er varðar samning þennan skulu tekjur og ágóði af skipum og loftförum og vextir af skuldakröfum, tryggðum með veði í fasteignum eða tryggðum með veði í réttindum, sem gefa af sér þóknanir fyrir hagnýtingu náma, grjótnáma eða annarra náttúruauðæfa, ekki taldar sem tekjur af fasteignum.

(2) Ákvæði (1) tl. skulu gilda um tekjur, sem myndast af afnotarétti, beinni hagnýtingu, leigu eða hvers konar afnotum fasteignar.

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Article 16.

Capital Gains.

(1) A resident of one of the Contracting States shall be exempt from tax by the other Contracting State on gains from the sale, exchange, or other disposition of capital assets unless:

(a) The gain is derived by a resident of one of the Contracting States from the sale, exchange, or other disposition of property described in Article 15 (Income from Real Property) situated within the other Contracting State.

(b) The recipient of the gain, being a resident of one of the Contracting States, has a permanent establishment in the other Contracting State and the property giving rise to the gain is effectively connected with such permanent establishment, or

(c) The recipient of the gain, being an individual who is a resident of one of the Contracting States

(i) Maintains a fixed base in the other Contracting State for a period or periods aggregating 183 days or more during the taxable year and the property giving rise to such gains is effectively connected with such fixed base, or

16. gr.

Ágóði af eignum.

(1) Aðili, heimilisfastur í öðru aðildarríkinu, skal vera undanþeginn skatti í hinu aðildarríkinu af ágóða af sölu, eignaskiptum eða annarri ráðstöfun eigna, nema:

(a) Ágóðans sé aflað af aðila, heimilisföstum í öðru aðildarríkinu, af sölu, eignaskiptum eða annarri ráðstöfun eigna, sem lýst er í 15. gr. (Tekjur af fasteignum), sem eru í hinu aðildarríkinu.

(b) Móttakandi ágóðans sé aðili, heimilisfastur í öðru aðildarríkinu, en hafi fasta atvinnustöð í hinu aðildarríkinu og eignin, sem gaf af sér ágóðann, sé raunverulega bundin við hina föstu atvinnustöð, eða

(c) Móttakandi ágóðans sé maður, heimilisfastur í öðru aðildarríkinu, og

(i) Hafi í hinu aðildarríkinu fasta stofnun eitt eða fleiri tímabil, sem samtals nemi 183 dögum eða meira á skattárinu, og eignin, sem gefur af sér slíkan ágóða, sé raunverulega bundin við hina föstu stofnun, eða

(ii) Is present in the other Contracting State for a period or periods aggregating 183 days or more during the taxable year.

(2) In the case of gains described in paragraph (1) (a), see Article 15 (Income from Real Property). In the case of gains described in paragraph (1) (b), see paragraph (6) (a) of Article 8 (Business Profits).

(3) Notwithstanding Article 8 (Business Profits) and paragraphs (1) and (2) of this article, gains which a resident of one of the Contracting States derives from the sale, exchange, or other disposition of ships or aircraft which are operated in international traffic shall be exempt from tax by the other Contracting State.

Article 17.

Capital Taxes.

(1) Capital represented by property referred to in Article 15 (Income from Real Property) may be taxed in the Contracting State in which such property is situated.

(ii) Dvelji í hinu aðildarríkinu í eitt eða fleiri skipti, sem samtals nemi 183 dögum eða meira á skattárinu.

(2) Að því er varðar ágóða, sem lýst er í (1) tl. (a), vísast til 15. gr. (Tekjur af fasteignum). Að því er varðar ágóða, sem lýst er í (1) tl. (b), vísast til 8. gr. (6) tl. (a) (Hagnaður af viðskiptum).

(3) Þrátt fyrir ákvæði 8. gr. (Hagnaður af viðskiptum) og ákvæði (1) og (2) tl. þessarar greinar, skal ágóði, sem aðili, heimilisfastur í öðru aðildarríkinu, hefur af sölu, eignaskiptum eða annarri ráðstöfun skipa eða loftfara, sem rekin eru í alþjóðlegum flutningum, vera undanþeginn skatti í hinu aðildarríkinu.

17. gr.

Eignarskattar.

(1) Eignir þær, sem um er fjallað í 15. gr. (Tekjur af fasteignum), má skattleggja í því aðildarríki, þar sem slíkar eignir eru.

(2) Subject to the provisions of paragraph (3) below, capital represented by assets, other than property referred to in paragraph (1), which are effectively connected with a permanent establishment or fixed base of a resident of one of the Contracting States may be taxed in the Contracting State in which the permanent establishment or fixed base is situated.

(3) Ships and aircraft of a resident of one of the Contracting States and assets, other than property referred to in paragraph (1), pertaining to the operation of such ships or aircraft shall be exempt from tax by the other Contracting State.

(4) All other elements of capital of a resident of a Contracting State not dealt with in this article shall be exempt from tax by the other Contracting State.

Article 18.

Independent Personal Services.

(1) Income derived by an individual who is a resident of one of the Contracting States from the performance of personal services in an independent capacity, may be taxed

(2) Með þeim undantekningum, sem um ræðir í (3) tl. hér á eftir má skattleggja eignir, fólgnar í öðrum eignum en þeim, sem um er fjallað í (1) tl., sem eru raunverulega bundnar við fasta atvinnustöð eða fasta stofnun aðila, sem er heimilisfastur í öðru aðildarríkinu, í því aðildarríki, þar sem fasta atvinnustöðin eða fasta stofnunin er.

(3) Skip og loftför aðila, sem er heimilisfastur í öðru aðildarríkinu, og eignir, aðrar en þær, sem um er fjallað í (1) tl., sem tilheyra rekstri slíkra skipa og loftfara, skulu undanþegin skatti í hinu aðildarríkinu.

(4) Allar aðrar tegundir eigna aðila, sem er heimilisfastur í aðildarríki, sem ekki er um rætt í þessari grein, skulu undanþegnar skatti í hinu aðildarríkinu.

18. gr.

Sjálfstæð starfsemi.

(1) Tekjur, sem maður, heimilisfastur í öðru aðildarríkinu, hefur af sjálfstæðu starfi, má skattleggja í því aðildarríki. Með þeim undantekningum, sem

by that Contracting State. Except as provided in paragraph (2), such income shall be exempt from tax by the other Contracting State.

(2) Income derived by an individual who is a resident of one of the Contracting States from the performance of personal services in an independent capacity in the other Contracting State may be taxed by that other Contracting State, if:

(a) The individual is present in that other Contracting State for a period or periods aggregating 183 days or more in the taxable year.

(b) The individual maintains a fixed base in that other Contracting State for a period or periods aggregating 183 days or more in the taxable year, but only so much of it as is attributable to such fixed base, or

(c) The individual is a public entertainer, such as a theater, motion picture, or television artist, a musician, or an athlete, and the income is derived from his personal services as a public entertainer provided that he is present in that other Contracting State for more than a total of 90 days during the taxable year or such income exceeds 100 United States dollars or its equivalent in Icelandic kronur for each day such person is present for the purpose of performing in the Contracting State in which such services are performed.

um ræðir í (2) tl., skulu slíkar tekjur undanþegnar skatti í hinu aðildarríkinu.

(2) Tekjur, sem maður, heimilisfastur í öðru aðildarríkinu, hefur af sjálfstæðu starfi í hinu aðildarríkinu, má skattleggja í því aðildarríki, ef:

(a) Maðurinn dvelur í hinu aðildarríkinu í eitt eða fleiri skipti, sem samtals nema 183 dögum eða meira á skattárinu.

(b) Maðurinn hefur fasta stofnun í hinu aðildarríkinu eitt eða fleiri tímabil, sem samtals nema 183 dögum eða meira á skattárinu, en aðeins að svo miklu leyti, sem tekjurnar tilheyra hinni föstu stofnun, eða

(c) Maðurinn kemur fram í atvinnuskyni til skemmtunar almenningi, svo sem leikhús-, kvikmynda- eða sjónvarpslistamaður, hljómlistarmaður eða íþróttamaður og teknanna er aflað með slíku sjálfstæðu starfi, enda dvelji hann í hinu aðildarríkinu meira en 90 daga samtals á skattárinu eða tekjurnar nemi meira en 100 Bandaríkjadollurum eða jafnviði þeirra í íslenskum krónum fyrir hvern þann dag, sem slíkur maður dvelur í því aðildarríki, þar sem starfið er innt af hendi, í þeim tilgangi að inna starfið af hendi.

Article 19.

Dependent Personal Services.

(1) Subject to the provisions of Articles 21 (Teachers), 22 (Students and Trainees), 23 (Governmental Functions), and 24 (Private Pensions and Annuities), wages, salaries, and similar remuneration derived by an individual who is a resident of one of the Contracting States from labor or personal services performed as an employee may be taxed by that Contracting State. Except as provided by paragraph (2), such remuneration derived from sources within the other Contracting State may also be taxed by that other Contracting State.

(2) Remuneration described in paragraph (1) derived by an individual who is a resident of one of the Contracting States shall be exempt from tax by the other Contracting State if:

(a) He is present in that other Contracting State for a period or periods aggregating less than 183 days in the taxable year;

(b) He is an employee of a resident of the first-mentioned Contracting State or of a permanent establishment maintained in that Contracting State by a resident of a State other than that Contracting State, and

19. gr.

Launuð störf.

(1) Með þeim undantekningum, sem um ræðir í 21. gr. (Kennarar), 22. gr. (Námsmenn og nemar), 23. gr. (Opinbert starf) og 24. gr. (Eftirlaun og lífeyrir frá einkaaðilum), má skattleggja vinnulaun, starfslaun og svipaðar greiðslur, sem maður, heimilisfastur í öðru aðildarríkinu, fær fyrir vinnu sína eða starfa, sem hann innir af hendi sem launþegi, í því aðildarríki. Með þeim undantekningum, sem um ræðir í (2) tl., má einnig skattleggja slíkar greiðslur, er eiga uppruna sinn innan hins aðildarríkisins, í því aðildarríki.

(2) Greiðslur, sem lýst er í (1) tl., sem maður, heimilisfastur í öðru aðildarríkinu, fær, skulu undanþegnar skatti í hinu aðildarríkinu, ef:

(a) Hann dvelur í því aðildarríki eitt eða fleiri skipti, er nema samtals skemur en 183 dögum á skattárinu;

(b) Hann er launþegi aðila, heimilisfasts í fyrrnefnda aðildarríkinu, eða fastrar atvinnustöðvar, sem rekin er í því aðildarríki af aðila, heimilisföstum í öðru ríki heldur en því aðildarríki; og

(c) The remuneration is not borne as such by a permanent establishment which the employer has in that other Contracting State.

(3) Notwithstanding paragraph (2), remuneration derived by an individual from the performance of labor or personal services as an employee aboard ships or aircraft operated by a resident of one of the Contracting States in international traffic or in fishing on the high seas shall be exempt from tax by the other Contracting State if such individual is a member of the regular complement of the ship or aircraft.

Article 20.

Amounts Received for Furnishing Personal Services.

(1) Amounts received by a resident of one of the Contracting States in consideration of furnishing in the other Contracting State the personal services of one or more other persons shall not constitute industrial or commercial profits under Article 8 (Business Profits) to the extent that:

(c) Greiðslurnar sem slíkar eru ekki gjaldfærðar hjá fastri atvinnustöð, sem vinnuveitandinn rekur í hinu aðildarríkinu.

(3) Þrátt fyrir ákvæði (2) tl., skulu greiðslur, sem maður fær fyrir vinnu sína eða starfa sem launþegi um borð í skipum eða loftförum, sem rekin eru af aðila, heimilisföstum í öðru aðildarríkinu, í alþjóðlegum flutningum eða við fiskveiðar á úthöfunum, vera undanþegnar skatti í hinu aðildarríkinu, ef maðurinn tilheyrir fastri áhöfn skipsins eða loftfarsins.

20. gr.

Gjald fyrir öflun þjónustustarfsemi.

(1) Gjald, sem aðili, heimilisfastur í öðru aðildarríkinu, móttekur fyrir öflun þjónustustarfsemi eins eða fleiri annarra aðila í hinu aðildarríkinu, skal ekki teljast viðskiptahagnaður samkvæmt 8. gr. (Hagnaður af viðskiptum) að því marki, sem:

(a) (i) The person for whom the services were rendered designated the person or persons who would render the services, whether or not he had the legal right to do so and whether or not the designation was made formally;

(ii) The person for whom the services were rendered had the right to designate the person or persons who would render the services; or

(iii) By reason of the facts and circumstances the arrangement for personal services had the effect of designating the person or persons who would render the services; and

(b) The resident of the first-mentioned Contracting State directly or indirectly pays compensation for such services to any person, other than another resident of the first-mentioned Contracting State or of the other Contracting State who is subject to tax on such compensation.

(2) Paragraph (1) shall not apply to any amount received if it is established to the satisfaction of the competent authority of the other Contracting State with respect to such amount that neither the creation or organization of the resident of the first-mentioned Contracting State (where such person is a corporation or other entity) nor the furnishing of the services through such person has the effect of a substantial reduction of income, war profits, excess profits, or similar taxes.

(a) (i) Aðilinn, sem þjónustan var innt af hendi fyrir, tilnefndi aðilann eða aðiljana, sem myndu inna þjónustuna af hendi, hvort sem hann hafði til þess lagalegan rétt eða ekki og hvort sem tilnefningin var formlega gerð eða ekki;

(ii) Aðilinn, sem þjónustan var innt af hendi fyrir, hafði rétt að nefna til aðilann eða aðiljana, sem myndu inna þjónustuna af hendi; eða

(iii) Vegna atvika og aðstæðna, tilhögun þjónustustarfseminnar leiddi raunverulega til tilnefningar aðilans eða aðiljanna, sem myndu inna þjónustuna af hendi; og

(b) Aðilinn, heimilisfastur í fyrrnefnda ríkinu, greiðir endurgjald, beint eða óbeint, fyrir slíka þjónustu, einhverjum aðila öðrum en öðrum aðila, heimilisföstum í fyrrnefnda aðildarríkinu eða heimilisföstum í hinu aðildarríkinu, sem er skattskyldur af slíku endurgjaldi.

(2) Ákvæði (1) tl. skulu ekki gilda um nokkurt móttekið gjald, ef sýnt er fram á það á fullnægjandi hátt að dómi bærra stjórnvalda í hinu aðildarríkinu, að því er varðar slíkt gjald, að hvorki myndun eða stofnun aðilans, heimilisfasts í fyrrnefnda aðildarríkinu (þar sem slíkur aðili er félag eða önnur stofnun) né öflun þjónustunnar fyrir tilstilli slíks aðila, hafi áhrif til verulegrar lækkunar á tekjuskatti, stríðsgróðaskatti, hátekjuskatti eða öðrum svipuðum sköttum.

Article 21.

Teachers.

(1) Where a resident of one of the Contracting States is invited by the Government of the other Contracting State or by a university or other recognized educational institution in that other Contracting State to come to that other Contracting State for a period not expected to exceed 2 years for the purpose of teaching or engaging in research, or both, at a university or other recognized educational institution, and such resident comes to that other Contracting State primarily for such purpose, his income from personal services for teaching or research at such university or educational institution shall be exempt from tax by that other Contracting State for a period not exceeding 2 years from the date of his arrival in that other Contracting State.

(2) This article shall not apply to income from research if such research is undertaken primarily for the private benefit of a specific person or persons.

21. gr.

Kennarar.

(1) Þegar aðila, heimilisföstum í öðru aðildarríkinu, er boðið af ríkisstjórn hins aðildarríkisins eða af háskóla eða annarri viðurkenndri menntastofnun í síðarnefnda aðildarríkinu að koma til þess aðildarríkis og dvelja um tímabil, sem ekki er búist við að fari fram úr tveim árum, í því skyni að stunda kennslu- eða rannsóknarstörf eða hvort tveggja við háskóla eða aðra viðurkennda menntastofnun og þessi aðili kemur til síðarnefnda aðildarríkisins fyrst og fremst í þessu skyni, skulu tekjur hans af kennslu- eða rannsóknarstörfum við slíkan háskóla eða menntastofnun undanþegnar skatti í því aðildarríki um tímabil, sem ekki fer fram úr tveim árum frá komudegi hans til þess aðildarríkis.

(2) Grein þessi skal ekki gilda um tekjur af rannsóknum, ef slíkar rannsóknir eru stundaðar fyrst og fremst í einkahagnaðarskyni fyrir ákveðna aðila, einn eða fleiri.

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Article 22.

Students and Trainees.

(1) (a) An individual who is a resident of one of the Contracting States at the time he becomes temporarily present in the other Contracting State and who is temporarily present in that other Contracting State for the primary purpose of:

(i) Studying at a university or other recognized educational institution in that other Contracting State, or

(ii) Securing training required to qualify him to practice a profession or professional specialty, or

(iii) Studying or doing research as a recipient of a grant, allowance, or award from an governmental, religious, charitable, scientific, literary, or educational organization,

shall be exempt from tax by that other Contracting State with respect to amounts described in subparagraph (b) for a period not exceeding 5 taxable years from the date of his arrival in that other Contracting State.

22. gr.

Námsmenn og nemar.

(1) (a) Maður, sem er heimilisfastur í öðru aðildarríkinu á þeim tíma, er hann tekur sér dvöl um stundarsakir í hinu aðildarríkinu og sem dvelur um stundarsakir í síðarnefnda aðildarríkinu, fyrst og fremst í þeim tilgangi:

(i) Að stunda nám við háskóla eða aðra viðurkennda menntastofnun í síðarnefnda aðildarríkinu, eða

(ii) Að afla sér þjálfunar, sem krafist er, til þess að hann öðlist réttindi til að stunda starfsemi eða sérfræðistörf, eða

(iii) Að stunda nám eða vinna að rannsóknum sem móttakandi styrks, aðstoðar eða verðlaúna frá ríkisstofnun, trúmála-, mannúðarmála-, vísinda-, bókmennta- eða menntastofnun,

skal vera undanþeginn skatti í því aðildarríki, að því er varðar fjárhæðir þær, sem lýst er í (b)-lið, um tímabil, sem ekki fer fram úr 5 skattárum frá komudegi hans til þess aðildarríkis.

(b) The amounts referred to in subparagraph (a) are:

(i) Gifts from abroad for the purpose of his maintenance, education, study, research, or training;

(ii) The grant, allowance, or award; and

(iii) Income from personal services performed in that other Contracting State in an amount not in excess of 2,000 United States dollars or its equivalent in Icelandic kronur for any taxable year.

(2) An individual who is a resident of one of the Contracting States at the time he becomes temporarily present in the other Contracting State and who is temporarily present in that other Contracting State as an employee of, or under Contract with, a resident of the first-mentioned Contracting State, for the primary purpose of:

(a) Acquiring technical, professional, or business experience from a person other than that resident of the first-mentioned Contracting State or other than a person related to such resident, or

(b) Studying at a university or other recognized educational institution in that other Contracting State,

shall be exempt from tax by that other Contracting State for a period of 12 consecutive months with respect to his income from personal services in an aggregate amount not in excess of 5,000 United States dollars or its equivalent in Icelandic kronur.

(b) Fjárhæðir þær, sem um er fjallað í (a)-lið, eru:

(i) Gjafir erlendis frá til að standa straum af framfærslu hans, menntun, námi, rannsóknum eða þjálfun;

(ii) Styrkurinn, aðstoðin eða verðlaunin; og

(iii) Tekjur af starfi, sem hann innir af hendi í síðarnefnda aðildarríkinu, sem mega ekki nema hærri fjárhæð en tvö þúsund Bandaríkjadölum eða jafnvirði þeirra í íslenskum krónum á sérhverju skattári.

(2) Maður, sem er heimilisfastur í öðru aðildarríkinu á þeim tíma, er hann tekur sér dvöl um stundarsakir í hinu aðildarríkinu og sem dvelur um stundarsakir í síðarnefnda aðildarríkinu sem starfsmaður eða samkvæmt samningi við aðila, heimilisfastan í fyrrnefnda aðildarríkinu, fyrst og fremst í þeim tilgangi:

(a) Að afla sér tæknilegrar, starfslegrar eða viðskiptalegrar reynslu hjá aðila, öðrum en þeim aðila, heimilisföstum í fyrrnefnda aðildarríkinu, eða öðrum en aðila tengdum þeim aðila, eða

(b) Að stunda nám við háskóla eða aðra viðurkennda menntastofnun í síðarnefnda aðildarríkinu,

skal vera undanþeginn skatti í því aðildarríki yfir tímabil tólf samfelldra mánaða að því er varðar tekjur hans af starfi, sem samtals mega ekki nema hærri fjárhæð en fimm þúsund Bandaríkjadölum eða jafnvirði þeirra í íslenskum krónum.

(3) An individual who is a resident of one of the Contracting States at the time he becomes temporarily present in the other Contracting State and who is temporarily present in that other Contracting State for a period not exceeding 1 year, as a participant in a program sponsored by the Government of that other Contracting State, for the primary purpose of training, research, or study, shall be exempt from tax by that other Contracting State with respect to his income from personal services in respect of such training, research, or study performed in that other Contracting State in an aggregate amount not in excess of 10,000 United States dollars or its equivalent in Icelandic kronur.

(4) The benefits provided under Article 21 (Teachers) and paragraph (1) of this article shall extend only for such period of time as may reasonably or customarily be required to effectuate the purpose of the visit. In a case where an individual qualifies for benefits under both provisions, the benefits provided therein shall not extend for more than a total of 5 years from the date of his arrival. The benefits provided under Article 21 (Teachers) shall not be available to an individual for any period immediately following a period for which the benefits of paragraph (1) of this article are available to that individual.

(3) Maður, sem er heimilisfastur í öðru aðildarríkinu á þeim tíma, er hann tekur sér dvöl um stundarsakir í hinu aðildarríkinu og sem dvelur um stundarsakir í síðarnefnda aðildarríkinu um tímabil, sem ekki fer fram úr einu ári, sem þátttakandi í áætlun á vegum ríkisstjórnar síðarnefnda aðildarríkisins, fyrst og fremst í þeim tilgangi að öðlast þjálfun, stunda rannsóknir eða nám, skal vera undanþeginn skatti í því aðildarríki að því er varðar tekjur hans af starfi við slíka þjálfun, rannsóknir eða nám í síðarnefnda aðildarríkinu, sem samtals mega ekki nema hærri fjárhæð en tíu þúsund Bandaríkjadölum eða jafnvirði þeirra í íslenskum krónum.

(4) Þær hagsbætur, sem kveðið er á um í 21. gr. (Kennarar) og (1) tl. þessarar greinar, skulu einungis taka til þess tímabils, sem með sanngirni eða eftir venju er krafist til þess að fullnægja tilgangi heimsóknarinnar. Í því tilviki, að maður fullnægi skilyrðum til að njóta hagsbóta samkvæmt báðum ákvæðunum, skulu hagsbæturnar, sem kveðið er á um í þeim, ekki taka samtals til lengri tíma en 5 ára frá komudegi hans. Hagsbætur þær, sem kveðið er á um í 21. gr. (Kennarar), skulu ekki veitast manni fyrir nokkurt það tímabil, sem fylgir í kjölfar tímabils, sem hann hefur eða hefði getað notið hagsbóta samkvæmt (1) tl. þessarar greinar.

Article 23.

Governmental Functions.

Wages, salaries, and similar remuneration, including pensions or similar benefits, paid by or from public funds of one of the Contracting States, or a political subdivision or local authority thereof, to a citizen of that Contracting State for labor or personal services performed for that Contracting State, or for any of its political subdivisions or local authorities, in the discharge of governmental functions shall be exempt from tax by the other Contracting State.

Article 24.

Private Pensions and Annuities.

(1) Except as provided in Article 23 (Governmental Functions), pensions and other similar remuneration paid to an individual who is a resident of one of the Contracting States in consideration of past employment shall be taxable only in that Contracting State.

23. gr.

Opinbert starf.

Vinnulaun, starfslaun og svipaðar greiðslur, þar með talin eftirlaun eða svipaðar greiðslur, sem inntar eru af hendi af eða úr opinberum sjóðum annars aðildarríkisins, opinberrar stofnunar þess eða sveitarstjórnar, til ríkisborgara þess aðildarríkis, fyrir vinnu eða starf, sem hann innti af hendi sem opinbert starf fyrir það aðildarríki, opinbera stofnun þess eða sveitarstjórn, skulu undanþegnar skatti í hinu aðildarríkinu.

24. gr.

Eftirlaun og lífeyrir.

(1) Með þeim undantekningum, sem greinir í 23. gr. (Opinbert starf), skulu eftirlaun og aðrar svipaðar greiðslur, sem greiddar eru manni, heimilisföstum í öðru aðildarríkinu, vegna fyrri starfa hans, einungis skattleggjast í því aðildarríki.

(2) Alimony and annuities paid to an individual who is a resident of one of the Contracting States shall be taxable only in that Contracting State.

(3) The term "pensions and other similar remuneration", as used in this article, means periodic payments made after retirement or death in consideration for services rendered, or by way of compensation for injuries received in connection with past employment.

(4) The term "annuities", as used in this article, means a stated sum paid periodically at stated times during life or during a specified number of years, under an obligation to make the payments in return for adequate and full consideration (other than services rendered).

(5) The term "alimony", as used in this article, means periodic payments made pursuant to a decree of divorce, separate maintenance agreement, or support or separation agreement which is taxable to the recipient under the internal laws of the Contracting State of which he is a resident.

(2) Framfærslueyrir og lífeyrir, greiddur til einstaklings, heimilisfasts í öðru aðildarríkinu, skal einungis skattleggjast í því aðildarríki.

(3) Hugtakið "eftirlaun og aðrar svipaðar greiðslur", eins og það er notað í þessari grein, merkir tímabilsgreiðslur, greiddar manni, eftir að hann lætur af starfi eða eftir andlát hans, vegna starfa, sem hann hafði innt af hendi, eða bætur fyrir líkamstjón, sem hann hefur orðið fyrir í sambandi við fyrra starf.

(4) Hugtakið "lífeyrir", eins og það er notað í þessari grein, merkir tiltekna fjárhæð, sem greidd er manni með vissu millibili á tilteknum tímum í lifanda lífi eða í tiltekinn árafjölda, samkvæmt skuldbindingu um að inna þessar greiðslur af hendi gegn fullnægjandi eða fullu endurgjaldi (öðru en störfum, sem innt hafa verið af hendi).

(5) Hugtakið "framfærslueyrir", eins og það er notað í þessari grein, merkir tímabilsgreiðslur, greiddar samkvæmt úrskurði um lögskilnað eða skilnað að borði og sæng eða samkvæmt sérstökum framfærslu- eða samvistaslitasamningi, sem eru skattskyldar hjá móttakanda samkvæmt löggjöf þess aðildarríkis, þar sem hann er heimilisfastur.

Article 25.

Social Security Payments.

Social security payments and other public pensions paid by one of the Contracting States to an individual who is a resident of the other Contracting State (or in the case of such payments by Iceland, to an individual who is a citizen of the United States) shall be taxable only in the first-mentioned Contracting State. This article shall not apply to payments described in Article 23 (Governmental Functions).

Article 26.

Diplomatic and Consular Officers.

Nothing in this Convention shall affect the fiscal privileges of diplomatic and consular officials under the general rules of international law or under the provisions of special agreements.

25. gr.

Greiðslur almannatrygginga.

Greiðslur frá almannatryggingum og eftirlaun frá öðrum opinberum aðilum, greiddar af öðru aðildarríkinu til manns, sem er heimilisfastur í hinu aðildarríkinu (eða að því er varðar slíkar greiðslur frá Íslandi til manns, sem er ríkisborgari í Bandaríkjunum), skulu einungis skattleggjast í fyrrnefnda aðildarríkinu. Ákvæði þessarar greinar skulu ekki gilda um greiðslur þær, sem lýst er í 23. gr. (Opinbert starf).

26. gr.

Opinberir starfsmenn við sendiráð og ræðismannsskrifstofur.

Ákvæði samnings þessa skulu ekki hafa áhrif á skattívilnanir, sem opinberir starfsmenn sendiráða og ræðismannsskrifstofa njóta samkvæmt almennum þjóðréttarreglum eða í samræmi við ákvæði í sérstökum samningum.

Article 27.

Investment or Holding Companies.

A corporation of one of the Contracting States deriving dividends, interest, royalties, or capital gains from sources within the other Contracting State shall not be entitled to the benefits of Article 12 (Dividends), 13 (Interest), 14 (Royalties), or 16 (Capital Gains) if:

(a) By reason of special measures the tax imposed on such corporation by the first-mentioned Contracting State with respect to such dividends, interest, royalties, or capital gains is substantially less than the tax generally imposed by such Contracting State on corporate profits, and

(b) 25 percent or more of the capital of such corporation is held of record or is otherwise determined, after consultation between the competent authorities of the Contracting States, to be owned directly or indirectly, by one or more persons who are not individual residents of the first-mentioned Contracting State (or, in the case of an Icelandic corporation, who are citizens of the United States).

27. gr.

Fjárfestingar- eða hlutaeignarfélög.

Félag í öðru aðildarríkinu, sem fær ágóðahluti, vexti, þóknanir eða ágóða af eignum, er eiga uppruna sinn í hinu aðildarríkinu, skal ekki eiga rétt til hagsbóta samkvæmt 12. gr. (Ágóðahlutir), 13. gr. (Vextir), 14. gr. (Þóknanir) eða 16. gr. (Ágóði af eignum), ef:

(a) Samkvæmt sérstökum ákvæðum, skattur, lagður á slíkt félag af fyrrnefnda aðildarríkinu, að því er varðar slíka ágóðahluti, vexti, þóknanir eða ágóða af eignum, er verulega lægri heldur en sá skattur, sem almennt er lagður á hagnað félaga af þessu aðildarríki, og

(b) Tuttugu og fimm hundraðshlutar eða meira af fjármagni slíks félags er samkvæmt skráningu eða er á annan hátt ákvarðað að vera, eftir að bær stjórnvöld aðildarríkjanna hafa ráðgast sín á milli þar um, beint eða óbeint eign eins eða fleiri aðila, sem ekki eru menn, heimilisfastir í fyrrnefnda aðildarríkinu (eða að því er varðar íslenskt félag, menn, sem eru ríkisborgarar Bandaríkjanna).

Article 28.

Mutual Agreement Procedure.

(1) Where a resident of one of the Contracting States considers that the action of one or both of the Contracting States results or will result for him in taxation not in accordance with this Convention, he may, notwithstanding the remedies provided by the national laws of the Contracting States, present his case to the competent authority of the Contracting State of which he is a resident. Should the resident's claim be considered to have merit by the competent authority of the Contracting State to which the claim is made, it shall endeavor to come to an agreement with the competent authority of the other Contracting State with a view to the avoidance of taxation contrary to the provisions of this Convention.

(2) The competent authorities of the Contracting States shall endeavor to resolve by mutual agreement any difficulties or doubts arising as to the application of this Convention. In particular, the competent authorities of the Contracting States may agree:

(a) To the same attribution of industrial or commercial profits to a resident of one of the Contracting States and its permanent establishment situated in the other Contracting State;

28. gr.

Framkvæmd gagnkvæms samkomulags.

(1) Þegar aðili, heimilisfastur í öðru aðildarríkinu, telur, að ráðstafanir, sem gerðar eru af öðru eða báðum aðildarríkjunum, leiði til eða muni leiða til skattlagningar, að því er hann varðar, sem ekki er í samræmi við ákvæði samnings þessa, getur hann vísað málinu til bærs stjórnvalds þess aðildarríkis, þar sem hann er heimilisfastur, án tillits til þeirrar réttarverndar, sem kann að vera heimiluð í löggjöf aðildarríkjanna. Ef hið bæra stjórnvald í því aðildarríki, þar sem krafan er gerð, telur, að mótmælin séu á rökum reist, skal það reyna að leysa málið með samkomulagi við bær stjórnvöld í hinu aðildarríkinu, í því skyni að komast hjá skattlagningu, sem ekki er í samræmi við ákvæði samnings þessa.

(2) Bær stjórnvöld í aðildarríkjunum skulu með gagnkvæmu samkomulagi leitast við að leysa sérhvern vanda eða vafaatriði varðandi beitingu ákvæða samnings þessa. Sérstaklega geta bær stjórnvöld aðildarríkjanna ákveðið sín á milli um:

(a) Samræmda skiptingu á viðskiptahagnaði milli aðila, heimilisfasts í öðru aðildarríkinu, og fastrar atvinnustöðvar hans í hinu aðildarríkinu;

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(b) To the same allocation of income, deductions, credits, or allowances between a resident of one of the Contracting States and any related person;

(c) To the same determination of the source of particular items of income; or

(d) To uniform accounting for income and deductions.

(3) The competent authorities of the Contracting States may communicate with each other directly for the purpose of reaching an agreement in the sense of this article. When it seems advisable for the purpose of reaching agreement, the competent authorities may meet together for an oral exchange of opinions.

(4) In the event that the competent authorities reach such an agreement, taxes shall be imposed on such income, and refund or credit of taxes shall be allowed, by the Contracting States in accordance with such agreement.

Article 29.

Exchange of Information.

(1) The competent authorities of the Contracting States shall exchange such information as is pertinent to carrying out the provisions of this Convention and of the domestic laws of the Contracting States concerning taxes covered by this

(b) Samræmda áætlun um skiptingu á tekjum, frádrætti, skattlækkun eða ívilnun milli aðila, heimilisfasts í öðru aðildarríkinu, og sérhvers tengds aðila;

(c) Samræmda ákvörðun um uppruna sérstakra tegund tekna; eða

(d) Samræmd bókhalds- og reikningsskil tekna og frádráttar.

(3) Bær stjórnvöld í aðildarríkjunum geta haft beint samband sín á milli í því skyni að gera samkomulag í samræmi við það, sem um er rætt í þessari grein. Einnig geta þau haldið fundi, þegar það virðist æskilegt, að fram fari munnlegar umræður í þeim tilgangi að ná samkomulagi.

(4) Í því tilviki, að bær stjórnvöld komist að samkomulagi, skulu aðildarríkin leggja skatta á tekjur og heimila endurgreiðslu eða skattlækkun í samræmi við samkomulagið.

29. gr.

Skipti á upplýsingum.

(1) Bær stjórnvöld í aðildarríkjunum skulu skiptast á þeim upplýsingum, sem nauðsynlegar eru vegna framkvæmdar á ákvæðum samnings þessa og innlendrar löggjafar aðildarríkjanna varðandi skatta, sem ákvæði samnings þessa taka

Convention. Any information so exchanged shall be treated as secret and shall not be disclosed to any persons other than those (including a court or administrative body) concerned with assessment, collection, enforcement, or prosecution in respect of the taxes which are the subject of this Convention.

(2) In no case shall the provisions of paragraph (1) be construed so as to impose on one of the Contracting States the obligation to:

(a) To carry out administrative measures at variance with the laws or the administrative practice of that Contracting State or the other Contracting State;

(b) To supply particulars which are not obtainable under the laws, or in the normal course of the administration, of that Contracting State or of the other Contracting State; or

(c) To supply information which would disclose any trade, business, industrial, commercial, or professional secret or trade process, or information, the disclosure of which would be contrary to public policy.

(3) The exchange of information shall be either on a routine basis or on request with reference to particular cases. The competent authorities of the Contracting States may agree on a list of information which shall be furnished on a routine basis.

til. Allar upplýsingar, sem þannig er skipst á, skal með fara sem trúnaðarmál og ekki gera kunnar öðrum aðilum en þeim (þar með taldir dómstólar og stjórnvöld), sem hafa með höndum ákvörðun, innheimtu, lögtök eða ákæruvald að því er varðar þá skatta, sem samningur þessi fjallar um.

(2) Ákvæði (1) tl. skal í engu tilviki skýra þannig, að þau leggi á annað hvort aðildarríkjanna skyldu til:

(a) Að framkvæma stjórnarráðstafanir, sem víkja frá löggjöf eða stjórnvenju þess aðildarríkis eða hins aðildarríkisins;

(b) Að láta í té gögn, sem ekki er unnt að afla samkvæmt löggjöf eða eðlilegri stjórnvenju þess aðildarríkis eða hins aðildarríkisins; eða

(c) Að láta í té upplýsingar, sem myndu ljóstra upp leyndarmálum eða framleiðsluaðferðum á sviði atvinnumála, viðskipta, iðnaðar, verslunar eða annarrar starfsemi, svo og upplýsingar, sem gagnstætt er almenningshagsmunum að gefa.

(3) Skipti á upplýsingum skulu annað hvort fara fram samkvæmt fastri venju eða að beiðni í hverju einstöku tilviki. Bær stjórnvöld í aðildarríkjunum geta komið sér saman um skrá yfir þær upplýsingar, sem láta skal í té samkvæmt fastri venju.

(4) The competent authorities of the Contracting States shall notify each other of any amendments of the tax laws referred to in paragraph (1) of Article 1 (Taxes Covered) and of the adoption of any taxes referred to in paragraph (2) of Article 1 (Taxes Covered) by transmitting the texts of any amendments or new statutes at least once a year.

(5) The competent authorities of the Contracting States shall notify each other of the publication by their respective Contracting States of any material concerning the application of this Convention, whether in the form of regulations, rulings, or judicial decisions by transmitting the texts of any such materials at least once a year.

Article 30.

Assistance in Collection.

(1) Each of the Contracting States shall endeavor to collect on behalf of the other Contracting State such taxes imposed by that other Contracting State as will ensure that any exemption or reduced rate of tax granted under this Convention by that other Contracting State shall not be enjoyed by persons not entitled to such benefits. The competent authorities of the Contracting States may consult together for the purpose of giving effect to this article.

(4) Bær stjórnvöld í aðildarríkjunum skulu tilkynna hvort öðru um breytingar á lögum um skatta þá, sem vísað er til í (1) tl. 1. gr. (Skattar, sem samningurinn tekur til), og um gildistöku sérhverra skatta, sem um er rætt í (2) tl. 1. gr. (Skattar, sem samningurinn tekur til), með því að senda orðalag slíkra breytinga eða nýrra laga að minnsta kosti einu sinni á ári.

(5) Bær stjórnvöld í aðildarríkjunum skulu tilkynna hvort öðru um útgáfu hvors aðildarríkisins um sig á sérhverju því efni, sem varðar framkvæmd samnings þessa, hvort sem það er í formi reglugerða, úrskurða eða dóma, og senda orðalag slíks efnis að minnsta kosti einu sinni á ári.

30. gr.

Aðstoð við innheimtu.

(1) Hvort aðildarríkið um sig skal reyna, svo sem unnt er, að innheimta fyrir hönd hins aðildarríkisins þá skatta, sem síðarnefnda aðildarríkið leggur á til þess að koma í veg fyrir, að sérhver undanþága eða beiting lægri skattstiga, sem veitt er af því aðildarríki í samræmi við samning þennan, falli ekki í hlut aðila, sem ekki eiga rétt til þessara hagsbóta. Bær stjórnvöld aðildarríkjanna geta ráðfært sig hvort við annað í þeim tilgangi að hrinda ákvæðum þessarar greinar í framkvæmd.

(2) In no case shall this article be construed so as to impose upon a Contracting State the obligation to carry out administrative measures at variance with the regulations and practices of either Contracting State or which would be contrary to the first-mentioned Contracting State's sovereignty, security, or public policy.

Article 31.

Entry Into Force.

This Convention shall be ratified and instruments of ratification shall be exchanged at Washington, D. C. as soon as possible. It shall enter into force 1 month after the date of exchange of the instruments of ratification.[1] The provisions shall for the first time have effect with respect to income and capital of calendar years or taxable years beginning (or in the case of taxes payable at the source, payments made) on or after January 1, of the year following the year in which the instruments of ratification were exchanged.

[1] Dec. 26, 1975.

(2) Þessa grein skal í engu tilviki skýra þannig, að hún leggi á aðildarríki skyldu til að framkvæma stjórnvaldaráðstafanir, sem brjóta í bága við reglur og venjur annars hvors aðildarríkisins eða myndu brjóta í bága við fullveldi, öryggi eða almenningshagsmuni fyrrnefnda aðildarríkisins.

31. gr.

Gildistaka.

Samning þennan skal fullgilda og skipst skal á fullgildingarskjölum í Washington D.C. svo fljótt sem kostur er. Samningurinn skal taka gildi einum mánuði eftir þann dag, sem skipst hefur verið á fullgildingarskjölum. Ákvæði samningsins skulu í fyrsta sinn koma til framkvæmda að því er varðar tekjur og eignir þeirra almanaksára eða skattára, sem hefjast (eða að því er varðar staðgreiðsluskatta, miðað við greiðsludag) 1. janúar eða síðar á því ári, sem fylgir næst á eftir því ári, sem á var skipst fullgildingarskjölum.

Article 32.

Termination.

(1) This Convention shall remain in force until terminated by one of the Contracting States. Either Contracting State may terminate the Convention at any time after 5 years from the date on which this Convention enters into force provided that at least 6 months' prior notice of termination has been given through diplomatic channels. In such event, the Convention shall cease to have force and effect as respects income and capital of calendar years or taxable years beginning (or, in the case of taxes payable at the source, payments made) on or after January 1 next following the expiration of the 6-month period.

(2) Notwithstanding the provisions of paragraph (1), and upon prior notice to be given through diplomatic channels, the provisions of Article 25 (Social Security Payments) may be terminated by either Contracting State at any time after this Convention enters into force.

32. gr.

Uppsögn.

(1) Samningur þessi skal gilda þar til honum verður sagt upp af öðru hvoru aðildarríkinu. Hvort aðildarríkjanna um sig getur sagt samningnum upp, hvenær sem er að liðnum fimm árum frá þeim degi, sem hann tók gildi, enda sé uppsögn tilkynnt eftir diplomatiskum leiðum með sex mánaða fyrirvara. Í slíku tilviki skal samningurinn hætta að koma til framkvæmda að því er varðar tekjur og eignir almanaksára eða skattára, sem hefjast (eða að því er varðar staðgreiðsluskatta, miðað við greiðsludag) 1. janúar eða síðar næst á eftir lokum sex mánaða tímabilsins.

(2) Þrátt fyrir ákvæði (1) tl., getur hvort aðildarríkjanna um sig, að undangenginni tilkynningu þar um eftir diplomatiskum leiðum, sagt upp ákvæðum 25. gr. (Greiðslur almannatrygginga), hvenær sem er eftir gildistöku samnings þessa.

Article 33.

Extension to Territories.

(1) Either one of the Contracting States may, at any time while this Convention continues in force, by a written notification given to the other Contracting State through diplomatic channels, declare its desire that the operation of this Convention, either in whole or in part or with such modifications as may be found necessary for special application in a particular case, shall extend to all or any of the areas (to which this Convention is not otherwise applicable) for whose international relations it is responsible and which impose taxes substantially similar in character to those which are the subject of this Convention. When the other Contracting State has, by a written communication through diplomatic channels, signified to the first-mentioned Contracting State that such notification is accepted in respect of such area or areas, and the notification and communication have been ratified and instruments of ratification exchanged, this Convention, in whole or in part, or with such modifications as may be found necessary for special application in a particular case, as specified in the notification, shall apply to the area or areas named in the notification and shall enter into force and effect on and after the date or dates specified therein. None of the provisions of this Convention shall

33. gr.

Landfræðileg rýmkun.

(1) Hvenær sem er á gildistíma samnings þessa, getur hvort aðildarríkjanna um sig, með skriflegri tilkynningu, sendri hinu aðildarríkinu eftir diplomatiskum leiðum, lýst yfir ósk sinni þess efnis, að framkvæmd samnings þessa skuli annað hvort að fullu eða að hluta eða með þeim breytingum, sem teljast nauðsynlegar til sérstæðrar beitingar hans í sérstöku tilviki, taka til allra eða einhvers þeirra landsvæða (sem samningur þessi tekur annars ekki til), þar sem það ber ábyrgð á alþjóðlegum samskiptum og þar sem á eru lagðir skattar, sem eru í meginatriðum hliðstæðir þeim sköttum, sem samningur þessi tekur til. Þegar hitt aðildarríkið hefur tilkynnt fyrrnefnda aðildarríkinu, með skriflegri staðfestingu eftir diplomatiskum leiðum, að tilkynning þess sé samþykkt að því er varði eitt eða fleiri slík landsvæði og tilkynningin og staðfestingin hafa verið fullgildar og skipst hefur verið á fullgildingarskjölum, skal samningur þessi, að fullu eða að hluta eða með þeim breytingum, sem teljast nauðsynlegar til sérstæðrar beitingar hans í sérstöku tilviki, allt eftir því sem nánar var kveðið á um í tilkynningunni, taka til þess landsvæðis eða landsvæða, sem tilgreind eru í tilkynningunni, og skal taka gildi og koma til framkvæmda á og á eftir þeim degi eða dögum, sem kveðið er á um í tilkynningunni. Engin

apply to any such area in the absence of such acceptance and exchange of instruments of ratification in respect of that area.

(2) At any time after the date of entry into force of an extension under paragraph (1), either of the Contracting States may, by 6 months' prior notice of termination given to the other Contracting State through diplomatic channels, terminate the application of this Convention to any area to which it has been extended under paragraph (1), and in such event this Convention shall cease to apply and have force and effect, beginning on or after the first day of January next following the expiration of the 6-month period, to the area or areas named therein, but without affecting its continued application to the United States, Iceland, or to any other area to which it has been extended under paragraph (1).

(3) In the application of this Convention in relation to any area to which it is extended by notification by the United States or Iceland, reference to the "United States" or "Iceland", as the case may be, shall be construed as referring to that area.

ákvæði samnings þessa skulu taka til nokkurs slíks landsvæðis, ef ekki liggur fyrir slíkt samþykki og skipst hefur verið á fullgildingarskjölum varðandi það landsvæði.

(2) Hvenær sem er eftir gildistöku rýmkunar samkvæmt (1) tl., getur hvort aðildarríkjanna um sig, eftir að hafa tilkynnt hinu aðildarríkinu uppsögn eftir diplomatiskum leiðum með sex mánaða fyrirvara, hætt að beita samningnum á hverju því landsvæði, sem hann hefur tekið til, vegna rýmkunar samkvæmt (1) tl. Í því tilviki skal samningnum ekki lengur beitt og hann falla úr gildi og framkvæmd á þeim 1. janúar eða síðar, sem fylgir næst á eftir lokum sex mánaða tímabilsins, að því er varðar það eða þau landsvæði, sem nefnd eru í uppsögninni, án þess að það hafi nokkur áhrif á áframhaldandi beitingu samningsins að því er varðar Bandaríkin, Ísland eða sérhvert annað það landsvæði, sem samningurinn hefur tekið til, vegna rýmkunar samkvæmt (1) tl.

(3) Þegar samningi þessum er beitt á einhverju því landsvæði, sem hann tekur til, vegna rýmkunar, tilkynntrar af hálfu Bandaríkjanna eða Íslands, skal tilvitnun til "Bandaríkjanna" eða "Íslands", eftir því sem við á í hverju tilviki, merkja, að átt sé við það landsvæði.

(4) The termination in respect of the United States or Iceland of this Convention under Article 32 (Termination) shall unless otherwise expressly agreed by both Contracting States, terminate the application of this Convention to any area to which the Convention has been extended under this article by the United States or Iceland.

DONE at Reykjavik, in duplicate, in the English and Icelandic languages, the two texts having equal authenticity, this 7th day of May, 1975.

FOR THE
UNITED STATES OF AMERICA
Frederick Irving [1]

FOR THE
REPUBLIC OF ICELAND
Einar Ágústsson [2]

[1] Frederick Irving
[2] Einar Agustsson

(4) Uppsögn samnings þessa af hálfu Bandaríkjanna eða Íslands samkvæmt ákvæðum 32. greinar (Uppsögn) skal, svo fremi að bæði aðildarríkin hafi ekki samið fortakslaust um annað, gilda sem uppsögn samningsins á hverju því landsvæði, sem hann hefur tekið til samkvæmt þessari grein, vegna rýmkunar af hálfu Bandaríkjanna eða Íslands.

GERT í Reykjavík í tveim eintökum á ensku og íslensku, og skulu báðir textar vera jafngildir, hinn 7. dag maímánaðar 1975.

FYRIR HÖND
BANDARÍKJA AMERÍKU

FYRIR HÖND
LÝÐVELDISINS ÍSLANDS

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MEXICO

Frequency Modulation Broadcasting

Agreement amending the agreement of November 9, 1972.
Effected by exchange of notes
Signed at México and Tlatelolco August 21, 1975;
Entered into force August 21, 1975.

The American Ambassador to the Mexican Secretary of Foreign Relations

EMBASSY OF THE UNITED STATES OF AMERICA

No. 1345 MEXICO, D.F., *August 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	Channel No. Add
Santa Paula, California	.....	244A
Victorville, California	252A	276A
Walnut, California	.....	211D

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 Department has expressed its willingness to approve the desired addition and changes in Table B of the allotment plan in the Agreement.

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[1] Signed Nov. 9, 1972. TIAS 7697; 24 UST 1815.

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.

JOSEPH JOHN JOVA

His Excellency
EMILIO O. RABASA,
Secretary of Foreign Relations,
Mexico, D.F.

The Mexican Undersecretary of Foreign Relations to the American Ambassador

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

Tlatelolco, D. F., a 21 de agosto de 1975.

Señor Embajador:

511097 Tengo el agrado de acusar recibo de la atenta nota de Vuestra Excelencia 1345, fechada el 21 de agosto 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

CIUDAD	No. DE CANAL	
	Suprimir	Agregar
Santa Paula, California	---	244A
Victorville, California	252A	276A
Walnut, California	---	211D

La "Federal Communications Commission" y el Departamento de Frecuencias de la Dirección General de Telecomunicaciones de México han intercambiado comunicaciones y el Depar-

A Su Excelencia
Joseph John Jova,
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América,
México, D. F.

tamento 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 antes 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.

TRANSLATION

UNITED MEXICAN STATES
MINISTRY OF FOREIGN RELATIONS
MEXICO

No. 511097 Tlatelolco, D.F., August 21, 1975

Mr. Ambassador:

I take pleasure in acknowledging receipt of Your Excellency's note No. 1345 of August 21, 1975, which, translated into Spanish, reads as follows:

[For the English language text, see p. 2120.]

In reply, I have the honor to inform Your Excellency that the Government of Mexico accepts the foregoing proposal and, therefore, considers that the aforementioned note and this note 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 on November 9, 1972, which shall enter into force on the date of this note.

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

R GONZALEZ

His Excellency
Joseph John Jova,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Mexico, D.F.

PERU

Trade in Textiles

Agreement effected by exchange of notes
Signed at Lima June 13 and September 10, 1975;
Entered into force September 10, 1975.

The American Ambassador to the Peruvian Minister of Foreign Relations

EMBASSY OF THE

UNITED STATES OF AMERICA

Lima, June 13, 1975

No. 353

Excellency:

I have the honor to refer to the Cotton Textile Bilateral Agreement between our two governments signed on November 23, [1] 1971 at Lima.

As a result of the United States review of its bilateral agreements under Article 2 of the Arrangement Regarding International Trade in Textiles done in Geneva under GATT auspices on December 20, 1973, [2] and the particular conditions and problems of the textile industry of Peru, it is proposed that the Bilateral Cotton Textile Agreement referred to above shall be and hereby is terminated.

In place of it, the two governments agree that exports of textiles or textile products from Peru to the United States will enter without quantitative restrictions under the condition that they do not cause problems of market disruption as defined by the Arrangement Regarding International Trade in Textiles. However, should a problem of market disruption be caused by such exports to the United States, the United States reserves the right to request consultations with Peru in conformity with the

His Excellency

General E.P. Miguel Angel de la Flor,

Minister of Foreign Relations,

Lima.

[1] TIAS 7220; 22 UST 1789.
[2] TIAS 7840; 25 UST 1001.

applicable provisions of that Arrangement Regarding International Trade in Textiles. The Government of Peru will respond promptly to any such request for consultation with a view to reaching an early agreement regarding textiles or textile product exports on mutually satisfactory terms, and that such consultations will be held within sixty (60) days of such a request unless mutually agreed otherwise.

If the foregoing proposals are acceptable to the Government of Peru, this note and Your Excellency's reply on behalf of the Government of Peru shall constitute an agreement between our two governments effective the date of your note of acceptance.

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

ROBERT W. DEAN

The Peruvian Minister of Foreign Relations to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

6-3/80 Lima, 10 setiembre 1975.

Excelencia:

Tengo el honor de referirme a su antenta Nota N° 353 de 13 de junio de 1975 relativa al Acuerdo Bilateral sobre Textiles de Algodón de 1971 existente entre el Gobierno del Perú y el de los Estados Unidos de Norteamérica que dice lo siguiente:

"Excelencia: Tengo el honor de referirme al Acuerdo Bilateral sobre Tejidos de Algodón entre nuestros dos Gobiernos suscrito el 23 de noviembre de 1971 en Lima.-- Como resultado de la revisión por los Estados Unidos de sus acuerdos bilaterales conforme al artículo 2 del Acuerdo sobre Comercio Internacional de Textiles celebrado en Ginebra bajo los auspicios del GATT el 20 de diciembre de 1973, y las condiciones particulares y problemas de la industria textil del Perú, se propone que el Acuerdo Bilateral sobre Tejidos de Algodón antes referido sea terminado y por la presente se le dá por terminado.-- En lugar de éste, los dos Gobiernos acuerdan que las exportaciones de tejidos o de productos textiles del Perú a los Estados Unidos entren sin restricciones cuantitativas bajo la condición de que no causen problemas de trastornos en el mercado como se le define en el Acuerdo sobre Comercio Internacional de Tejidos. Sin embargo, en el caso de que se causara un problema de trastorno en el mercado por dichas exportaciones a los Estados Unidos, Estados Unidos, se reserva el derecho de solicitar consultas con el Perú de conformidad con las estipulaciones aplicables del Acuerdo sobre Comercio Internacional de Tejidos. El Gobierno del Perú tendrá a bien responder con prontitud a cualquiera de dichas solicitudes para realizar consultas con miras a llegar en breve a un acuerdo sobre exportaciones de tejidos o productos de textiles en términos mutuamente satisfactorios, y a que dichas consultas se lleven a cabo dentro de sesenta (60) días de tal solicitud, a menos que mutuamente se convenga de otro modo.-- Si las anteriores propuestas son aceptables para el Gobierno del Perú, esta Nota y la respuesta de Vuestra Excelencia a nombre del Gobierno del Perú constituirán un Acuerdo entre nuestros dos Gobiernos, que entrará en vigencia en la fecha de vuestra Nota de aceptación.-- Sírvase aceptar , Excelencia, las seguridades que reitero a usted mi más alta consideración y estima".

Su Excelencia
Embajador Robert W. Dean
Embajada de los Estados Unidos de América
C I U D A D

El contenido de la nota arriba transcrita es aceptable para el Gobierno del Perú, consecuentemente expreso a Vuestra Excelencia que él constituirá un Acuerdo a partir de la fecha.

Me valgo de la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

TRANSLATION

MINISTRY OF FOREIGN RELATIONS

Lima, September 10, 1975

6-3/80

Excellency:

I have the honor to refer to your note No. 353 of June 13, 1975 concerning the Cotton Textile Bilateral Agreement of 1971 in force between the Governments of Peru and the United States of America which reads as follows:

[For the English language text, see p. 2125.]

The contents of the note transcribed above are acceptable to the Government of Peru and, I therefore inform Your Excellency, shall constitute an agreement effective on this date.

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

M. A. de la Flor

His Excellency
Robert W. Dean,
Ambassador of the
United States of America,
Lima.

PEOPLE'S REPUBLIC OF CHINA

Exhibition of Archeological Finds

Agreement effected by exchange of notes
Signed at Peking October 28, 1974;
Entered into force October 28, 1974.
With related notes
Dated at Peking October 28 and November 13, 1974.
And amending agreement
Effected by exchange of notes
Signed at Peking April 15, 1975;
Entered into force April 15, 1975.
And agreement between the National Gallery of Art Committee and the People's Republic of China Committee
Signed at Peking October 28, 1974.

The Chinese Vice-Minister of Foreign Affairs to the American Chief of the Liaison Office [1]

美利坚合众国驻华联络处主任

乔治·赫·沃·布什先生阁下：

一九七三年二月，美利坚合众国总统国家安全事务助理亨利·艾·基辛格博士访问中华人民共和国期间，曾向中国政府提出，希望《中华人民共和国出土文物展览》去美国展出。为促进中美两国人民的了解和友谊，我荣幸地通知阁下，中国政府同意该展览于一九七四年十二月八日到一九七五年六月七日在哥伦比亚特区华盛顿国立美术馆和密苏里州堪萨斯城纳尔逊美术馆——阿特金斯博物馆展出。

为使展出圆满成功，我提请阁下注意如下事项：

一、中国方面负责展览的机构是：中华人民共和国出土文物展览工作委员会。它将同美国相应的机构，就有关展出的具体安排签订一项议定书。

二、展品目录见附件甲。展品单项估价见附件乙。该两附件非经双方负责展览机构的同意，不得修改。

三、美国政府保证附件甲所列展品在美国境内期间享有司法和行政的豁免权。在展品进入美国境内后，美方须采取周密措施，保证展品的安全和展出的顺利进行。

四、中国政府的代表将在多伦多把展品点交给美国政

[1] For the English translation, see p. 2184.

府的代表，展出结束后，美国政府的代表将在北京把展品点交给中国政府的代表。点交手续由双方展览机构另行商订。

五、展品从多伦多运往哥伦比亚特区华盛顿途中、在美期间和从密苏里州堪萨斯城运回北京途中如有丢失或损坏，美国政府将按附件乙所列展品的估价，向中国政府赔偿。

如因飞机坠毁、战争或相当于战争的军事行动、强烈地震等不可抗拒的灾难而造成的损失或损坏，则按附件乙所列展品估价赔偿百分之五十。

六、美国政府负担展品从多伦多到哥伦比亚特区华盛顿、从哥伦比亚特区华盛顿到密苏里州堪萨斯城、从密苏里州堪萨斯城到北京的运输费。运输工具由美方解决。

七、有关此项展览可能产生的问题和争端，将由两国官方机构协商解决。

以上各点如蒙阁下复函确认，本函和阁下的复函即成为我们双方间的一项协议。

顺致最崇高的敬意。

中华人民共和国外交部副部长 [signature]

一九七四年十月二十八日于北京

附件甲

中华人民共和国出土文物展览

展 品 目 录

序　　厅

中华人民共和国出土文物展览

前　言

辅助展品：

辅 1. 北京故宫建筑群(照片)

辅 2. 河北赵县隋安济桥(照片)

辅 3. 陕西西安半坡遗址发掘现场(照片)

辅 4. 河北满城西汉中山靖王刘胜墓发掘现场(照片)

辅 5. 中国历史年代简表

68-569 O - 76 - 59

原　始　社　会

（约60万年—4000年前）

一 “蓝田人”和“北京人”遗址的发掘

展品：

1. “蓝田人”头骨和下颌骨(复原模型) 高18厘米	1963年和1964年陕西蓝田出土
2. “蓝田人”复原头象(1972年制作) 高43.2厘米	
3. 石英岩尖状器 (“蓝田人”石器复制品) 长17.5厘米	1965年陕西蓝田出土
4. 脉石英刮削器 (“蓝田人”石器复制品) 长2.8厘米	1965年陕西蓝田出土
5. “北京人”头盖骨(复原模型) 高11.9厘米	1966年北京周口店出土
6. “北京人”下颌骨(复原模型) 高3.9厘米	1959年北京周口店出土
7. 石　锤(“北京人”石器) 长8.2厘米	1966年北京周口店出土
8. 燧石刮削器(“北京人”石器) 长13.2厘米	1966年北京周口店出土
9. 燧石刮削器(“北京人”石器) 长8.6厘米	1966年北京周口店出土

10. 脉石英刮削器(“北京人”石器) 1966年北京周口店出土
长4.5厘米
11. 烧 土(“北京人”用火遗迹) 1966年北京周口店出土
长24厘米
12. 烧 骨(“北京人”用火遗迹) 1966年北京周口店出土
长11厘米
13. 烧 石(“北京人”用火遗迹) 1966年北京周口店出土
长8.5厘米

辅助展品:

辅 6. 中国原始社会重要遗址分布图
辅 7. “蓝田人”下颌骨出土地(照片)
辅 8. “蓝田人”头盖骨出土地(照片)
辅 9. “蓝田人”头盖骨(照片)
辅10. “蓝田人”下颌骨(照片)
辅11. 周口店“北京人”遗址(照片)
辅12. “北京人”遗址1966年发掘现场(照片)
辅13. 1966年发现的“北京人”头盖骨(照片)

二 陕西西安半坡仰韶文化遗址

(1954—1957年发掘)

展品:

14. 石 斧
长12厘米
15. 石 凿
长8厘米
16. 石 锛
长6厘米

17. 骨　铲

长11厘米

18. 骨　凿

长14厘米

19. 骨鱼镖

长14.8厘米

20. 骨　镞

长6.1厘米

21. 骨　笄

长16厘米

22. 骨　针

长16.5厘米

23. 石纺轮

径3.8厘米

24. 陶　碗(底有布纹)

高4、口径13厘米

25. 陶　钵(底有席纹)

高10.5、口径24厘米

26. 锥刺纹陶罐

高11厘米

27. 指甲纹陶罐

高15厘米

28. 双耳尖底陶瓶

高43厘米

29. 人面纹彩陶盆

高17、口径44.5厘米

30. 鹿纹彩陶盆

高17、口径42.8厘米

31. 三角纹彩陶钵
高9、口径14.5厘米

32. 三角纹彩陶罐
高12.7厘米

辅助展品:

辅14. 半坡遗址模型(1:80)

辅15. 半坡遗址发掘情况(照片)

辅16. 半坡博物馆外景(照片)

辅17. 石纺轮使用图

辅18. 石斧、石锛装置复原图

辅19. 刻划符号的陶片和陶钵(照片)

三 "甘肃仰韶文化"的彩陶

展品:

33. 束腰彩陶罐 1958年甘肃兰州出土
高18.3厘米

34. 波浪纹彩陶豆 1958年甘肃兰州出土
高16.4厘米

35. 线纹彩陶盆 1966年甘肃兰州出土
高9.5、口径23厘米

36. 双耳平底彩陶瓶 1958年甘肃甘谷出土
高38厘米

37. 四环花条纹彩陶壶 1956年甘肃永靖出土
高49厘米

四 青莲岗文化

展品:

38. 有孔石斧 1956年江苏南京出土
    长15厘米
39. 七孔石刀 1956年江苏南京出土
    长22.6厘米
40. 有段石锛 1953年江苏吴县出土
    长17.3厘米
41. 石 锄 1955年江苏南京出土
    长13.5厘米
42. 骨 凿 1960年江苏吴江出土
    长16.3厘米
43. 骨鱼镖 1960年江苏吴江出土
    长16.5厘米
44. 骨 镞 1960年江苏吴江出土
    长16厘米
45. 骨 针 1960年江苏吴江出土
    长18.1厘米
46. 白玉玦 1956年江苏南京出土
    径6.2厘米
47. 青玉璜 1955年江苏南京出土
    长12.6厘米
48. 彩陶钵 1966年江苏邳县出土
    高10、口径18厘米
49. 花瓣纹彩陶壶 1966年江苏邳县出土
    高19.5厘米

50. 花瓣纹彩陶盆 1966年江苏邳县出土
高16.5、口径30.2厘米

51. 八角星纹彩陶盆 1963年江苏邳县出土
高18.5、口径33.8厘米

五 龙山文化

展品:

52. 红陶鬶 1960年山东潍坊出土
高31.8厘米

53. 白陶鬶 1960年山东潍坊出土
高29.7厘米

54. 白陶盉 1964年山东潍坊出土
高31厘米

55. 双耳黑陶杯 1960年山东潍坊出土
高12.5厘米

56. 薄胎黑陶豆 1960年山东潍坊出土
高16.3厘米

57. 黑陶鼎 1960年山东潍坊出土
高15厘米

58. 高足黑陶盘 1960年山东潍坊出土
高18.7、口径43.8厘米

奴 隶 社 会

（约公元前21世纪——公元前475年）

商（约公元前16——11世纪）

六 河南郑州商代遗址

展品：

59. 旋涡纹铜戈 1954年河南郑州出土
    长20.3厘米
60. 铜 矛 1954年河南郑州出土
    长18.5厘米
61. 铜 镞 1953年河南郑州出土
    长6.7厘米
62. 铜 镞 1954年河南郑州出土
    长6.5厘米
63. 铜 刀 1954年河南郑州出土
    长25.6厘米
64. 碧玉戈 1955年河南郑州出土
    长38厘米
65. 骨 镞 1955年河南郑州出土
    长9.5厘米
66. 骨 匕 1954年河南郑州出土
    长11厘米
67. 骨 梳 1954年河南郑州出土
    长10.1厘米

68. 骨　笄　　1955年河南郑州出土
　　长15.3厘米
69. 兽骨料　　1955年河南郑州出土
　　长14厘米
70. 兽面纹铜罍　　1955年河南郑州出土
　　高25厘米
71. 兽面纹铜斝　　1955年河南郑州出土
　　高22厘米
72. 兽面纹铜鼎　　1955年河南郑州出土
　　高19厘米
73. 夔纹铜盘　　1955年河南郑州出土
　　高10.5、口径30厘米
74. 兽面纹铜尊　　1954年河南郑州出土
　　高24.9厘米
75. 夔纹铜鬲　　1955年河南郑州出土
　　高16.5厘米
76. 兽面纹铜觚　　1965年河南郑州出土
　　高18厘米
77. 兽面纹铜爵　　1965年河南郑州出土
　　高17.2厘米
78. 大口尊（原始瓷）　　1965年河南郑州出土
　　高28.2厘米
79. 陶　甗　　1953年河南郑州出土
　　高40厘米
80. 陶　尊　　1954年河南郑州出土
　　高34.5厘米

辅助展品：

辅20. 郑州商代遗址分布图

辅21. 房基遗址（照片）

辅22．夯土墙遗迹（照片）
辅23．冶铜遗址（照片）
辅24．兽面纹铜罍铭文拓片

七 河南安阳殷墟

展品：

81．“北干(?)”铜卣　　1950年河南安阳出土
通梁高29厘米

82．“北干(?)戈”铜𣪘　　1950年河南安阳出土
高14.3、口径20.7厘米

83．“父己”铜鼎　　1950年河南安阳出土
高21.7厘米

84．“母亚”铜斝　　1959年河南安阳出土
高30.8厘米

85、86．牛胛骨刻辞（二件）　　1971年河南安阳出土
长37—40.5厘米

辅助展品：

辅25．安阳武官村奴隶主大墓（模型照片）
辅26．“北干(?)”铜卣铭文拓片
辅27．“北干(?)戈”铜𣪘铭文拓片
辅28．“父己”铜鼎铭文拓片
辅29．“母亚”铜斝铭文拓片
辅30．牛胛骨刻辞出土情况（照片）
辅31、32．牛胛骨刻辞拓片（二张）
辅33、34．牛胛骨刻辞文字放大摹本（二张）

八 山西、安徽、湖南出土的商代铜器

展品:

87. 铜鸮卣 1957年山西石楼出土
    通高19.7厘米
88. 龙纹铜觥 1959年山西石楼出土
    长41.5厘米
89. 兽面纹铜尊 1957年安徽阜南出土
    高47厘米
90. 兽面纹铜斝 1965年安徽肥西出土
    高55.3厘米
91. 人面纹铜方鼎 1959年湖南宁乡出土
    高38.7厘米
92. 兽面纹铜方尊 1963年湖南常宁出土
    高53.8厘米

辅助展品:

辅35. 龙纹铜觥拓片

辅36. 人面纹铜方鼎铭文拓片

西周(约公元前11世纪——公元前770年)

九 陕西扶风齐家村出土的西周铜器

展品:

93. "日己"铜觥 1963年陕西扶风出土
    高31.6厘米
94. "日己"铜方尊 1963年陕西扶风出土
    高29.5厘米

95. "日己"铜方彝　　1963年陕西扶风出土
高38.5厘米

96. 鸟盖铜盉　　1963年陕西扶风出土
高38厘米

97. "几父""铜壶　　1960年陕西扶风出土
高59.4厘米

98. 夔纹铜罍　　1960年陕西扶风出土
高46.1厘米

辅助展品：

辅37. "几父"铜壶铭文拓片

辅38. "日己"铜方彝铭文拓片

十　辽宁喀左出土的西周铜器

(1955年发掘)

展品：

99. "鱼父癸"铜𣪘
高16.7、口径25厘米

100. "史戍"铜卣
通高28.5厘米

辅助展品：

辅39. "鱼父癸"铜𣪘铭文拓片

辅40. "史戍"铜卣铭文拓片

十一　安徽屯溪西周墓

展品：

101. "公"铜卣　　1965年安徽屯溪出土
通梁高23.5厘米

102. 变形兽面纹铜鬶　　1965年安徽屯溪出土
高19.7、口径27.2厘米

103. 夔纹铜盘　　1959年安徽屯溪出土
高9.4、口径31.6厘米

104. 三耳罐（原始瓷）　　1965年安徽屯溪出土
高11厘米

105. 双耳尊（原始瓷）　　1965年安徽屯溪出土
高11.9厘米

106. 双耳瓶（原始瓷）　　1965年安徽屯溪出土
高15厘米

辅助展品：

辅41. 屯溪西周墓文物出土情况（照片）

辅42. "公"铜卣铭文拓片

春秋（公元前770——475年）

十二　安徽、山西出土的春秋铜器

展品：

107—115. 蔡侯铜编钟（九件）　　1955年安徽寿县出土
高16.6—28厘米

116. 铜牺鼎　　1959年安徽舒城出土
高27.5厘米

117. 蟠龙纹铜方壶　　1961年山西侯马出土
通高86.6厘米

118. 蟠螭纹铜鉴　　1961年山西侯马出土
高36.8、口径76厘米

辅助展品：

辅43. 蔡侯铜编钟铭文拓片

封　建　社　会

（公元前475年——公元1840年）

战国（公元前475—221年）

十三　战国城址的勘查和发掘

（展出燕下都出土文物）

展品：

119. 蟠螭立凤铜铺首　　1966年河北易县出土
　　兽面长45.5、环径29厘米

120. 蝉纹筒瓦　　1966年河北易县出土
　　长54.5厘米

121. 兽面纹半瓦当　　1964年河北易县出土
　　径23、筒残长33.5厘米

122. 兽面纹半瓦当　　1964年河北易县出土
　　径28、筒残长14厘米

辅助展品：

辅44. 勘查和发掘的战国城市遗址分布图
辅45. 河北易县燕下都练马台遗址（照片）
辅46. 山东临淄齐国故城遗址（照片）
辅47. 河北邯郸赵王城遗址（照片）
辅48. 山西侯马古城遗址发掘现场（照片）
辅49. 湖北江陵楚纪南城遗址（照片）
辅50. 河北易县燕下都城址平面图

十四 河北兴隆出土的铁范

（1953年发掘）

展品：

123. 铁斧范（三块）

外范长28.6、内芯长21.9厘米

124. 铁双镰范

长32.5厘米

辅助展品：

辅51、52. 铁镰二件（新铸件）

辅53. 铁斧（新铸件）

辅54. 铁斧范铭文拓片

十五 湖北江陵楚墓

（1965年发掘）

展品：

125、126. 龙形玉佩（二件）

长28厘米

127. 菱纹铜剑

长60.8厘米

128. 变形龙纹铜尊

通高17.1厘米

129. 错金铁带钩

长46.3厘米

辅助展品：

辅55．错金铁带钩纹样摹绘图

辅56．变形龙纹铜尊纹样展示图

十六　山西、山东战国的陶范和铜器

展品：

130．虎形陶范（三块）　1959年山西侯马出土
长18.5厘米

131．兽头陶母范　1960年山西侯马出土
高10.9厘米

132．兽面纹陶母范　1960年山西侯马出土
长32.8厘米

133．错金夔纹铜豆　1965年山西长治出土
通高19.2厘米

134．错金银铜器口　1954年山西河津出土
径12厘米

135．错银铜车饰　1954年山西永济出土
通长21.3厘米

136．鹰首铜壶　1970年山东诸城出土
通高47.5厘米

辅助展品：

辅57．铜虎（新铸件）

辅58．兽头陶母范(放大照片)

秦（公元前221—207年）

十七 陕西、山东出土的秦代文物

展品：

137. 陶 量 1963年山东邹县出土
高9.4、口径20.4厘米

138. 狩猎纹砖 1957年陕西临潼出土
长47.5厘米

139. 陶女坐俑 1964年陕西临潼出土
高64.5厘米

辅助展品：

辅59. 陕西临潼秦始皇陵平面测绘图和照片

辅60. 陶量铭文拓片

辅61. 狩猎纹砖纹样拓片

汉（公元前206年—公元220年）

十八 河北满城西汉中山靖王刘胜夫妇墓

（1968年发掘）

展品：

140. "中山內府"铜鋗
高13、口径28.1厘米

141. 错金银鸟篆文铜壶
通高40厘米

142. 错金银铜壶
通高59厘米

68-569 O - 76 - 60

143. 羊形铜灯

羊高18.6、长23厘米

144. "中山内府"带托铜灯

灯高5.2、托径22.1厘米

145. 带罩铜灯

高32.8厘米

146. 骑兽人物铜博山炉

高32.4厘米

147. 中山靖王后窦绾的"金缕玉衣"

长172厘米

148. 鎏金嵌玉铜枕

长41.3厘米

149、150. 玉璜（二件）

长13—13.7厘米

151. 窦绾铜印（复制品）

边宽2、厚0.7厘米

152—157. 玉璧（六件）

直径14.1—21.2厘米

158. 金绞环铁削

长25.7厘米

159. 铜匕首

长28.1厘米

160. 铜　剑

长72.5厘米

161. 鎏金鸟饰铜戈

长20厘米

162. 针灸金针

长6.5厘米

163. 针灸银针

长7.1厘米

164、165. 错金铜豹（二件）
高3.5厘米

166、167. 熊雀形铜器足（二件）
高11.4—11.7厘米

168. 彩绘鱼纹陶盆
高14.7、口径55.5厘米

辅助展品：

辅62. 西汉中山国位置示意图

辅63. 刘胜墓与窦绾墓平、剖面图和位置示意图

辅64. 清理刘胜墓中室情况（照片）

辅65. 窦绾墓南耳室（照片）

辅66. 窦绾墓北耳室（照片）

辅67. 窦绾墓后室石门（照片）

辅68. 错金银鸟篆文铜壶文字摹本（照片）

辅69. 羊形铜灯（照片）

辅70. "中山内府"铜锔铭文拓片

辅71. "中山内府"带托铜灯铭文拓片

辅72. 错金银铜壶铭文拓片

辅73. 窦绾铜印印文

辅74. 中山靖王后窦绾的"金缕玉衣"出土情况（照片）

十九 云南晋宁石寨山西汉墓

（1955—1960年发掘）

展品：

169. 铜犁鏵
长30厘米

170. 双鸟铜斧
高24厘米

171. 铜鸳鸯

高11.2厘米

172. "纺织"铜贮贝器

通高27.5、底径30.9厘米

173. 牛头铜饰

宽11.2厘米

174. 猪虎搏斗铜饰

长17.1厘米

175. 铜 鹿

高15.6厘米

176. 铜孔雀

高14.4厘米

177—192. 玛瑙珠（十六件）

长1.1—7.3厘米

193—198. 玛瑙扣形饰（六件）

径4.4—5.8厘米

辅助展品：

辅75. 双鸟铜斧纹样摹绘图

辅76. "纺织"铜贮贝器盖上人物活动场面摹绘图

辅77. 牛头铜饰（放大照片）

辅78. 猪虎搏斗铜饰（放大照片）

二十 汉代的工艺品

展品：

199、200. 彩绘陶骑俑（二件） 1965年陕西咸阳出土

高65—68.5厘米

201. 错金虺纹铜钫 1964年陕西西安出土

高61厘米

202. 错银铜牺尊 1965年江苏涟水出土
长41.8厘米

203. 错金银铜车饰 1965年河北定县出土
长26.5厘米

204. 鎏金银铜酒樽 1962年山西右玉出土
高34.7、口径65.5厘米

205. 鎏金铜温酒樽 1962年山西右玉出土
通高24.5、口径23.4厘米

206. 彩绘陶壶 1957年河南洛阳出土
高49.5厘米

207. 陶院落 1951年河南郑州出土
通高76、面宽93厘米

208. 彩绘木雕独角兽 1959年甘肃武威出土
高38.5、通长59厘米

209. 木 猴 1957年甘肃武威出土
高32.5厘米

210. 兽环青玉璧 1969年河北定县出土
通高30厘米

211. 螭纹青玉璧 1959年河北定县出土
通高25.5厘米

212—217. 伎乐陶俑（六件） 1965年河南洛阳出土
高15—15.5厘米

辅助展品:

辅79. 错金银铜车饰纹样摹绘展开图(放大一倍)

辅80. 鎏金银铜酒樽纹样摹绘展开图

辅81. 鎏金银铜酒樽铭文拓片

辅82. 鎏金铜温酒樽纹样拓片

辅83. 鎏金铜温酒樽铭文拓片

二十一 甘肃武威东汉墓出土的铜车马俑

（1969年发掘）

展品：

218. 铜奔马
高34.5、长45厘米

219、220. 铜 马（二件）
高36.5—38厘米

221. 铜骑俑
通高39厘米

222. 持戟铜骑俑
通高52.3厘米

223. 持矛铜骑俑
通高53厘米

224—227. 铜斧车（车1、马1、俑2）
马高40、车长33厘米

228—231. 铜轺车（车1、马1、俑2）
马高40、车高43.5厘米

232—234. 铜辇车（车1、马1、俑1）
马高38、车长63厘米

235. 东汉墓壁画"出行图"部分摹本　　1971年河北安平发现
高170、长327厘米

辅助展品：

辅84. 武威雷台出土的铜车马武士俑群（照片）

二十二 浙江、江苏、河南出土的两晋南北朝陶瓷器

展品：

236. 青瓷楼阙人物罐　　西晋　　1965年浙江绍兴出土
通高46.6厘米

237. 青瓷鹰形壶 高17厘米	西晋	1964年江苏南京出土
238. 青瓷狮形器 长17.5厘米	西晋	1966年江苏丹阳出土
239. 青瓷鸡首壶 高23.5厘米	东晋	1967年浙江余姚出土
240. 青瓷八系盘口壶 高26厘米	南朝	1964年浙江瑞安出土
241. 青瓷刻花罐 高29厘米	北齐	1958年河南濮阳出土
242. 青釉绿彩四系罐 高23.5厘米	北齐	1958年河南濮阳出土
243. 黄釉乐舞扁壶 高20.5厘米	北齐	1971年河南安阳出土

二十三 山西、河北出土的北朝石刻

展品:

244. 龙虎纹石雕 高16.5、宽32厘米	北魏	1966年山西大同出土
245. 伎乐人物龙虎纹石雕 高16.5、宽32.6厘米	北魏	1966年山西大同出土
246. 释迦说法石象 高72.6厘米	北齐	1958年河北临漳出土

辅助展品:

辅85. 龙虎纹石雕和伎乐人物龙虎纹石雕拓片

二十四 新疆出土的汉——唐文物

展品:

247. "延年益寿"锦手套 长24厘米	东汉	1959年新疆民丰出土

248、249. 葡萄纹毛织物（二件） 长22.5—26厘米	东汉	1959年新疆民丰出土
250. 毛织带 长29厘米	东汉	1959年新疆民丰出土
251. 黄色菱纹绮 长24.5厘米	东汉	1959年新疆民丰出土
252. 树纹锦 长20.5厘米	北朝	1959年新疆吐鲁番出土
253. 蓝地蜡染毛织物 长11厘米	北朝	1959年新疆于田出土
254. 花鸟纹锦 长38.2厘米	唐	1968年新疆吐鲁番出土
255. 对禽纹锦 长26厘米	唐	1969年新疆吐鲁番出土
256. 对饮纹锦 长12.8厘米	唐	1969年新疆吐鲁番出土
257. 对禽纹黄色蜡染纱 长57厘米	唐	1968年新疆吐鲁番出土
258. 高昌县宁和才受田戶籍 高29、长82.3厘米	唐	1964年新疆吐鲁番出土
259. 白怀洛借钱契 高29、长43厘米	唐	1964年新疆吐鲁番出土
260. 油炸面卷 长18厘米	唐	1960年新疆吐鲁番出土
261、262. 饺子（二件） 长5—6厘米	唐	1960年新疆吐鲁番出土
263. 波斯萨珊王朝银币 径2.9厘米		1967年新疆吐鲁番出土

辅助展品：

辅86．古代"丝绸之路"示意图

辅87．民丰尼雅遗址（照片）

辅88．吐鲁番高昌古城遗址（照片）

辅89．兽头纹锦复面（彩色照片）

辅90．夔纹锦（彩色照片）

辅91．对鸭纹锦（彩色照片）

隋（公元581—618年）

二十五　河南安阳隋张盛墓

（1959年发掘）

展品：

264．白瓷武士俑

高64厘米

265—272．彩绘陶乐俑（八件）

高17.2—19厘米

273．白瓷黑彩侍吏俑

高71厘米

唐（公元618—907年）

二十六　陕西西安唐长安城的勘查和发掘

（展出何家村1970年出土唐代金银器）

展品：

274．八稜人物金杯

高5.4、口径7×6.3厘米

275. 花鸟银盒

高6、径13.5厘米

276. 金花银碗

高3、口径10.1厘米

277. 金花银羽觞

高2.8、口径10.5×8.6厘米

278. 金花银盖碗

高11.4、口径21.9厘米

279. 金花银匜

高8.3厘米

280. 錾花莲瓣金碗

高5.5、口径13.5厘米

281—284. 银盒和所盛的丹砂、玉带饰(四件)

盒高6.2、口径17厘米

285、286. 银盒和所盛的石钟乳（二件）

盒高6.4、口径17厘米

287、288. 丹砂和银盘（二件）

盘高1.9、口径14.4厘米

289、290. 琥珀和银盘（二件）

盘高1.9、口径14.3厘米

291、292. "白英"（水晶）和银盘（二件）

盘高1.7、口径18.1厘米

293、294. 紫英和银盘（二件）

盘高1·7、口径18.7厘米

295. 银石榴罐

高8.9厘米

辅助展品:

辅92. 唐长安城图

辅93. 含元殿遗址(照片)

辅94. 含元殿遗址平面图
辅95. 含元殿复原设计图
辅96. 麟德殿遗址(照片)
辅97. 玄武门遗址(照片)
辅98. 錾花莲瓣金碗纹样摹绘图
辅99. 花鸟银盒纹样摹绘图

二十七 陕西乾县唐永泰公主墓

(1962年发掘)

展品:

296. 三彩马
高28厘米
297. 黄釉陶马
高20.1厘米
298. 三彩骑猎俑
高32厘米
299. 三彩骑猎俑
高31厘米
300. 彩绘陶骑马俑
高32厘米
301. 彩绘陶骑马俑
高30.5厘米
302. 彩绘陶骑猎俑
高31.5厘米
303. 三彩碗
高7.4、口径17.2厘米
304. 三彩盘
高2.7、口径15厘米

305. 绿釉陶碗
高8、口径13.7厘米

306. 永泰公主墓壁画仕女图摹本
高192、长440厘米

307、308：永泰公主墓石椁线雕仕女拓片(二件)
高136、宽81厘米

辅助展品：

辅100. 永泰公主墓平、剖面图

二十八 唐代工艺美术品

展品：

309. 三彩马 1972年陕西乾县出土
高80、长82.5厘米

310. 三彩载物骆驼 1959年陕西西安出土
高47.5、长40厘米

311. 三彩牵驼俑 1959年陕西西安出土
高29.7厘米

312. 三彩马 1959年陕西西安出土
长42.4厘米

313. 三彩牵马俑 1959年陕西西安出土
高29厘米

314. 三彩女俑 1959年陕西西安出土
高42厘米

315. 三彩女俑 1959年陕西西安出土
高45厘米

316. 三彩武士俑 1959年陕西西安出土
高65.5厘米

317. 三彩镇墓兽 1959年陕西西安出土
高57.5厘米

318. 黄釉陶臥牛 1965年甘肃泰安出土
长46厘米

319. 三彩凤首壶 1961年河南洛阳出土
高32.2厘米

320. 三彩盖罐 1958年河南洛阳出土
高21厘米

321. 白瓷盂 1955年陕西西安出土
高10.5厘米

322. 贴花高足白瓷钵 1956年陕西西安出土
高23厘米

323. 贴花褐彩青瓷壶 1958年湖南长沙出土
高22.5厘米

324. 狩猎纹铜镜 1961年河南扶沟出土
径29厘米

325. 双鸾铜镜 1952年陕西咸阳出土
径23厘米

326. 鸟兽纹铜镜 1955年陕西西安出土
径21.5厘米

327. 章怀太子墓壁画出行图摹本 1971年陕西乾县发现
高150、长240厘米

328. 章怀太子墓壁画出行图摹本 1971年陕西乾县发现
高148、长204厘米

五代(公元907—960年)

二十九 浙江临安五代墓

(1969年发掘)

展品:

329. 越窑云纹壶
高50.7厘米

330. 越窑钵
高9.5、口径19.9厘米

331. 越窑双耳盖罐
高19.6厘米

332. 越窑双耳釜形器
高9.2、口径17.6厘米

宋 （公元960—1279年）

三十 宋代瓷器

展品：

333. 定窑莲瓣碗 1969年河北定县出土
高7.3、口径21.9厘米

334. 定窑法螺 1969年河北定县出土
长19.8厘米

335. 定窑五足熏炉 1969年河北定县出土
高24.1厘米

336. 定窑"官"字款花式碟 1969年河北定县出土
高3、口径12.8厘米

337. 定窑刻花净瓶 1969年河北定县出土
高60.5厘米

338. 定窑银盖刻花瓶 1969年河北定县出土
高19.8厘米

339. 龙泉窑龙瓶 1956年浙江龙泉出土
高19厘米

340. 龙泉窑莲瓣碗 1960年浙江龙泉出土
高6.5、口径13.5厘米

241. 龙泉窑舟形砚滴 1956年浙江龙泉出土
长17.3厘米

342. 龙泉窑三足炉 1954年浙江瑞安出土
高12.4厘米

343. 影青酒壶带温酒器 1963年安徽宿松出土
壶高25.8、温酒器高14厘米

344. 影青钵 1965年江西德安出土
高9.8、口径21.2厘米

345. 影青划花碗 1952年江西南昌出土
高7.2、口径20.5厘米

346. 耀窑三足炉 1960年陕西蓝田出土
高27厘米

347. 磁州窑钓鱼枕 1955年河北邢台出土
长28.8厘米

辅助展品:

辅101. 定县宋塔地宫文物出土情况（照片）

辅102. 龙泉窑窑址（照片）

辽（公元916—1125年）

三十一 辽宁赤峰辽驸马墓

（1953年发掘）

展品:

348. "官"字款白瓷盘
高5.4、口径22.3厘米

349. 白瓷鸡冠壶
高23.5厘米

350. 鸣镝铁镞
长10厘米

351. 鸣镝铁镞
长9.5厘米

352、353. 鎏金银鞍饰（二片）
高27.7—37.5厘米

354. 银托盏
高8.5、盘径16厘米

355. 鎏金马缨罩
高6、径19.2厘米

辅助展品：

辅103. 赤峰辽驸马卫国王墓平、剖面图

辅104. 鸣镝铁镞复原示意图

金——元（公元1115—1368年）

三十二 山西、河南出土的金、元杂剧俑

展品：

356—358. 杂剧陶俑（金）（三件） 1965年山西侯马出土
高19.5—21厘米

359—361. 杂剧陶俑（元）（三件） 1963年河南焦作出土
高37—39.2厘米

辅助展品：

辅105. 山西侯马金墓雕砖舞台（照片）

辅106. 山西洪洞元代戏剧壁画（缩小摹本）

元（公元1271—1368年）

三十三 北京元大都遗址

展品：

362. 影青观音象 1955年北京西城区出土
高66厘米

363. 镂空三彩琉璃炉 1964年北京海淀区出土
高36厘米

364. 青花花卉盖罐 1961年北京海淀区出土
通高66厘米

365. 青花觚 1962年北京西城区出土
高15.3厘米

366. 钧窑盘 1970年北京房山出土
高4.5，口径22.3厘米

367. 影青笔架 1962年北京西城区出土
长18厘米

368. 黑花双凤罐 1970年北京房山出土
高36厘米

辅助展品：

辅107. 元大都示意图
辅108. 元大都北城墙（照片）
辅109. 和义门瓮城门（照片）
辅110. 后英房居住遗址（照片）
辅111. 后英房居住遗址发掘现场（照片）
辅112. 后英房居住遗址复原设计图

三十四 元代的瓷器、银器和漆器

展品：

369. 青花白龙盖瓶 1964年河北保定出土
高51.5厘米

370. 青花花卉执壶 1964年河北保定出土
高26.5厘米

371. 钧窑盆 1955年河北保定出土
高10.6，口径44厘米

68-569 O - 76 - 61

372. 双凤纹银果盒　　1955年安徽合肥出土

高15.9、径35厘米

373. 雕漆人物圆盒　　1953年上海青浦出土

高3.9、径12.1厘米

374—385. 带托银奁和梳妆用具　　1964年江苏苏州出土

（共十二件）

奁高24.3、径17厘米。展出内盛物的一部分：罐2、盒2、剪1、刷2、梳1、篦1、镜1，外附银镜架高30.4厘米。

辅助展品：

辅113. 双凤纹银果盒纹样摹绘图

结　束　厅

辅助展品:

辅114. 长城（照片）

辅115. 甘肃敦煌莫高窟（照片）

辅116. 北京天坛祈年殿（照片）

辅117. 河南洛阳龙门奉先寺石刻（照片）

辅118. 群众参观无产阶级文化大革命期间出土文物展览（照片）

辅119. 新中国出版的文物、考古书刊

附件乙

中华人民共和国出土文物展览

展品单项估价

中华人民共和国出土文物展览
展品估价统计表

项　　目	数　量	估　　价 (人民币：元)
展　　品	385	98,666,850
辅助展品：		
摹绘图	12	15,000
照片	57	10,000
书刊	92	1,500
图表、拓片、模型	49	10,000
合　　计		98,703,350

展品号	项　　目	估价(人民币：元)
1	"蓝田人"头骨和下颌骨(复原模型)	250
2	"蓝田人"复原头象(1972年制作)	250
3	石英岩尖状器("蓝田人"石器复制品)	50
4	脉石英刮削器("蓝田人"石器复制品)	50
5	"北京人"头盖骨(复原模型)	250
6	"北京人"下颌骨(复原模型)	250
7	石锤("北京人"石器)	2,500
8	燧石刮削器("北京人"石器)	2,500
9	燧石刮削器("北京人"石器)	2,500
10	脉石英刮削器("北京人"石器)	2,500
11	烧土("北京人"用火遗迹)	2,500
12	烧骨("北京人"用火遗迹)	2,500
13	烧石("北京人"用火遗迹)	2,500
14	石斧	2,500
15	石凿	2,500
16	石锛	2,500
17	骨铲	2,500
18	骨凿	2,500
19	骨鱼镖	2,500
20	骨镞	2,500
21	骨笄	2,500
22	骨针	2,500
23	石纺轮	2,500
24	陶碗(底有布纹)	50,000
25	陶钵(底有席纹)	50,000
26	锥刺纹陶罐	10,000

展品号	项 目	估价(人民币：元)
27	指甲纹陶罐	10,000
28	双耳尖底陶瓶	15,000
29	人面纹彩陶盆	800,000
30	鹿纹彩陶盆	500,000
31	三角纹彩陶鉢	50,000
32	三角纹彩陶罐	50,000
33	束腰彩陶罐	100,000
34	波浪纹彩陶豆	100,000
35	线纹彩陶盆	75,000
36	双耳平底彩陶瓶	750,000
37	四环花条纹彩陶壶	75,000
38	有孔石斧	5,000
39	七孔石刀	15,000
40	有段石锛	7,500
41	石锄	5,000
42	骨凿	2,500
43	骨鱼镖	2,500
44	骨镞	2,500
45	骨针	2,500
46	白玉玦	5,000
47	青玉璜	5,000
48	彩陶钵	300,000
49	花瓣纹彩陶壶	150,000
50	花瓣纹彩陶盆	250,000
51	八角星纹彩陶盆	300,000
52	红陶鬶	50,000

展品号	项 目	估价(人民币：元)
53	白陶鬶	50,000
54	白陶盉	50,000
55	双耳黑陶杯	150,000
56	薄胎黑陶豆	250,000
57	黑陶鼎	25,000
58	高足黑陶盘	250,000
59	旋涡纹铜戈	10,000
60	铜矛	7,500
61	铜镞	2,500
62	铜镞	2,500
63	铜刀	5,000
64	碧玉戈	250,000
65	骨镞	2,500
66	骨匕	2,500
67	骨梳	2,500
68	骨笄	2,500
69	兽骨料	2,500
70	兽面纹铜罍	500,000
71	兽面纹铜斝	150,000
72	兽面纹铜鼎	100,000
73	夔纹铜盘	150,000
74	兽面纹铜尊	225,000
75	夔纹铜鬲	100,000
76	兽面纹铜觚	15,000
77	兽面纹铜爵	15,000
78	大口尊(原始瓷)	1,000,000

展品号	项　　目	估价(人民币：元)
79	陶甗	50,000
80	陶尊	50,000
81	"北干"铜卣	300,000
82	"北干戈"铜𣪘	250,000
83	"父己"铜鼎	400,000
84	"母亚"铜斝	375,000
85—86	牛胛骨刻辞(二件)	1,000,000
87	铜鸮卣	400,000
88	龙纹铜觥	2,500,000
89	兽面纹铜尊	2,500,000
90	兽面纹铜斝	1,500,000
91	人面纹铜方鼎	3,500,000
92	兽面纹铜方尊	2,500,000
93	"日己"铜觥	3,000,000
94	"日己"铜方尊	1,500,000
95	"日己"铜方彝	1,750,000
96	鸟盖铜盉	500,000
97	"几父"铜壶	2,500,000
98	夔纹铜罍	500,000
99	"鱼父癸"铜𣪘	250,000
100	"史戊"铜卣	400,000
101	"公"铜卣	750,000
102	变形兽面纹铜𣪘	750,000
103	夔纹铜盘	200,000
104	三耳罐(原始瓷)	25,000
105	双耳尊(原始瓷)	100,000

展品号	项 目	估价(人民币：元)
106	双耳瓶(原始瓷)	50,000
107—115	蔡侯铜编钟(九件)	1,000,000
116	铜牺鼎	1,000,000
117	蟠龙纹铜方壶	1,000,000
118	蟠螭纹铜鉴	750,000
119	蟠螭立凤铜铺首	500,000
120	蝉纹筒瓦	2,500
121	兽面纹半瓦当	2,500
122	兽面纹半瓦当	2,500
123	铁斧范(三块)	100,000
124	铁双镰范	50,000
125—126	龙形玉佩(二件)	100,000
127	菱纹铜剑	150,000
128	变形龙纹铜尊	500,000
129	错金铁带钩	50,000
130	虎形陶范(三块)	50,000
131	兽头陶母范	25,000
132	兽面纹陶母范	25,000
133	错金夔纹铜豆	500,000
134	错金银铜器口	2,500
135	错银铜车饰	100,000
136	鹰首铜壶	1,000,000
137	陶量	300,000
138	狩猎纹砖	40,000
139	陶女坐俑	500,000
140	“中山内府”铜钢	100,000

展品号	项　　目	估价(人民币：元)
141	错金银鸟篆文铜壶	3,500,000
142	错金银铜壶	2,500,000
143	羊形铜灯	200,000
144	"中山内府"带托铜灯	75,000
145	带罩铜灯	200,000
146	骑兽人物铜博山炉	500,000
147	中山靖王后窦绾的"金缕玉衣"	6,000,000
148	鎏金嵌玉铜枕	250,000
149—150	玉璜(二件)	25,000
151	窦绾铜印(复制品)	250
152—157	玉璧(6件)	300,000
158	金绞环铁削	10,000
159	铜匕首	25,000
160	铜剑	50,000
161	鎏金鸟饰铜戈	50,000
162	针灸金针	10,000
163	针灸银针	10,000
164—165	错金铜豹(二件)	1,000,000
166—167	熊雀形铜器足(二件)	250,000
168	彩绘鱼纹陶盆	100,000
169	铜犁鏵	50,000
170	双鸟铜斧	200,000
171	铜鸳鸯	50,000
172	"纺织"铜贮贝器	1,250,000
173	牛头铜饰	100,000
174	猪虎搏斗铜饰	150,000

展品号	项　　目	估价(人民币：元)
175	铜鹿	50,000
176	铜孔雀	50,000
177—192	玛瑙珠(十六个)	25,000
193—198	玛瑙扣形饰(六件)	15,000
199—200	彩绘陶骑俑(二件)	200,000
201	错金虺纹铜钫	1,750,000
202	错银铜牺尊	3,500,000
203	错金银铜车饰	1,000,000
204	鎏金银铜温酒樽	3,500,000
205	鎏金铜温酒樽	750,000
206	彩绘陶壶	150,000
207	陶院落	75,000
208	彩绘木雕独角兽	100,000
209	木猴	50,000
210	兽环青玉璧	500,000
211	螭纹青玉璧	500,000
212—217	伎乐陶俑(六件)	30,000
218	铜奔马	6,000,000
219—220	铜马(二件)	400,000
221	铜骑俑	300,000
222	持戟铜骑俑	300,000
223	持矛铜骑俑	300,000
224—227	铜斧车(车1马1俑2)	750,000
228—231	铜轺车(车1马1俑2)	750,000
232—234	铜辇车(车1马1俑1)	600,000
235	河北安平东汉墓壁画“出行图”部分摹本	15,000

展品号	项 目	估价(人民币：元)
236	青瓷楼阙人物罐	300,000
237	青瓷鹰形壶	150,000
238	青瓷狮形器	50,000
239	青瓷鸡首壶	75,000
240	青瓷八系盘口壶	75,000
241	青瓷刻花罐	250,000
242	青釉绿彩四系罐	150,000
243	黄釉乐舞扁壶	200,000
244	龙虎纹石雕	400,000
245	伎乐人物龙虎纹石雕	400,000
246	释迦说法石象	1,250,000
247	"延年益寿"锦手套	2,500
248—249	葡萄纹毛织物	2,500
250	毛织带	2,500
251	黄色菱纹绮	2,500
252	树纹锦	2,500
253	蓝地蜡染毛织物	2,500
254	花鸟纹锦	2,500
255	对禽纹锦	2,500
256	对饮纹锦	2,500
257	对禽纹黄色蜡染纱	2,500
258	高昌县宁和才受田户籍	10,000
259	白怀洛借钱契	10,000
260	油炸面卷	2,500
261—262	饺子(二件)	2,500
263	波斯萨珊王朝银币	5,000

展品号	项　　目	估价(人民币：元)
264	白瓷武士俑	50,000
265—272	彩绘陶乐俑(八件)	20,000
273	白瓷黑彩侍吏俑	75,000
274	八稜人物金杯	500,000
275	花鸟银盒	500,000
276	金花银碗	250,000
277	金花银羽觞	250,000
278	金花银盖碗	250,000
279	金花银匜	250,000
280	刻花莲瓣金碗	1,200,000
281—284	银盒和所盛的丹砂、玉带饰(四件)	10,000
285—286	银盒和所盛的石钟乳(二件)	10,000
287—288	丹砂和银盘(二件)	2,500
289—290	玛瑙和银盘(二件)	2,500
291—292	白英和银盘(二件)	2,500
293—294	紫英和银盘(二件)	2,500
295	银石榴罐	15,000
296	三彩马	25,000
297	黄釉陶马	25,000
298	三彩骑猎俑	20,000
299	三彩骑猎俑	20,000
300	彩绘陶骑马俑	10,000
301	彩绘陶骑马俑	10,000
302	彩绘陶骑猎俑	10,000
303	三彩碗	10,000
304	三彩盘	7,500

展品号	项　　目	估价(人民币：元)
305	绿釉陶碗	5,000
306	永泰公主墓壁画仕女图摹本	10,000
307—308	永泰公主墓石椁线雕仕女拓片(二件)	500
309	三彩马	30,000
310	三彩载物骆驼	25,000
311	三彩牵驼俑	25,000
312	三彩马	25,000
313	三彩牵马俑	25,000
314	三彩女俑	50,000
315	三彩女俑	50,000
316	三彩武士俑	15,000
317	三彩镇墓兽	5,000
318	黄釉陶臥牛	10,000
319	三彩凤首壶	15,000
320	三彩盖罐	5,000
321	白瓷盂	75,000
322	贴花高足白瓷钵	125,000
323	贴花褐彩青瓷壶	50,000
324	狩猎纹铜镜	50,000
325	双鸾铜镜	10,000
326	鸟兽纹铜镜	50,000
327	章怀太子墓壁画出行图摹本	5,000
328	章怀太子墓壁画出行图摹本	5,000
329	越窑云纹壶	2,000,000
330	越窑钵	250,000
331	越窑双耳盖罐	100,000

展品号	项　　目	估价(人民币：元)
332	越窑双耳釜形器	50,000
333	定窑莲瓣碗	75,000
334	定窑法螺	200,000
335	定窑五足熏炉	150,000
336	定窑“官”字款花式碟	50,000
337	定窑刻花净瓶	2,000,000
338	定窑银盖刻花瓶	50,000
339	龙泉窑龙瓶	10,000
340	龙泉窑莲瓣碗	50,000
341	龙泉窑舟形砚滴	100,000
342	龙泉窑三足炉	100,000
343	影青酒壶带温酒器	75,000
344	影青钵	25,000
345	影青划花碗	5,000
346	耀窑三足炉	400,000
347	磁州窑钓鱼枕	25,000
348	“官”字款白瓷盘	10,000
349	白瓷鸡冠壶	15,000
350	鸣镝铁镞	2,500
351	鸣镝铁镞	2,500
352—353	鎏金银鞍饰(二片)	50,000
354	银托盏	25,000
355	鎏金马缨罩	25,000
356—358	杂剧陶俑(金)(三件)	7,500
359—361	杂剧陶俑(元)(三件)	15,000
362	影青观音象	1,000,000

展品号	项　　目	估价(人民币：元)
363	镂空三彩琉璃炉	15,000
364	青花花卉盖罐	750,000
365	青花觚	40,000
366	钧窑盘	20,000
367	影青笔架	50,000
368	黑花双凤罐	60,000
369	青花白龙盖瓶	1,000,000
370	青花花卉执壶	150,000
371	钧窑盆	500,000
372	双凤纹银果盒	200,000
373	雕漆人物圆盒	100,000
374—385	带托银奁和梳妆用具(共十二件)	300,000
合　　计		98,666,850

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The American Chief of the Liaison Office to the Chinese Vice-Minister of Foreign Affairs

PEKING, *October 28, 1974*

EXCELLENCY:

I have the honor to refer to your letter of today's date regarding the holding of "The Exhibition of Archeological Finds of the People's Republic of China" in the United States. This letter reads in translation as follows:

"Excellency:

"When Dr. Henry A. Kissinger, Assistant to the President of the United States of America on National Security Affairs, was on a visit to the People's Republic of China in February, 1973, he expressed to the Chinese Government the hope that the Exhibition of Archeological Finds of the People's Republic of China would be held in the United States. I have the honor to inform Your Excellency that, with a view to promoting understanding and friendship between the Chinese and American peoples, the Chinese Government is agreeable to the holding of this Exhibition at the National Gallery of Art in Washington, D.C. and at the Nelson Gallery-Atkins Museum in Kansas City, Missouri, from December 8, 1974 to June 7, 1975.

"To ensure the complete success of the Exhibition, I wish to call Your Excellency's attention to the following points:

"1. The body responsible for the Exhibition on the Chinese side is the Committee for the Organization of Exhibitions of Archeological Finds of the People's Republic of China. It will sign an agreement on specific arrangements for the Exhibition with a corresponding body of the United States.

"2. Annex A contains a list of the objects to be exhibited. Individual valuations of these objects are listed in Annex B. These annexes shall not be subject to modification except with the consent of the bodies responsible for the Exhibition on both sides.

"3. The United States Government guarantees judicial and administrative immunity for the objects listed in Annex A while they are in the United States. The United States side shall adopt comprehensive measures to ensure the security of the objects after their entry into the territory of the United States and to facilitate the smooth handling of the Exhibition.

"4. The objects shall be handed over by a representative of the Chinese Government to a representative of the United States Government in Toronto, and, after the close of the Exhibition, they shall be handed over in Peking by a representative of the United States Government to a representative of the Chinese Government. The procedure for handing over the objects shall be determined between the bodies responsible for the Exhibition on the two sides.

"5. In the event of loss or damage of the objects during shipment from Toronto to Washington, D.C. or while they are in the United States or en route from Kansas City, Missouri back to Peking, the United States Government shall indemnify the Chinese Government in accordance with the valuations of the objects as listed in Annex B.

"In the event that loss or damage results from acts of force majeure—crash of aircraft, war or warlike operations and strong earthquakes—indemnification shall be paid at a rate of 50 percent of the valuations of the objects as listed in Annex B.

"6. The United States Government shall be responsible for the costs of transportation of the objects from Toronto to Washington, D.C., from Washington, D.C. to Kansas City, Missouri, and from Kansas City, Missouri to Peking. The means of transport shall be provided by the United States side.

"7. Any questions or disputes which may arise in connection with the holding of this Exhibition shall be settled through consultations between the official organs of the two countries.

"If Your Excellency would kindly confirm the above-mentioned points in a letter of reply, this letter and Your Excellency's reply shall constitute an agreement between our two sides.

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

YU CHAN

Vice-Minister of Foreign Affairs
of the People's Republic of China"

I am pleased to confirm the above-mentioned points and to agree that Your Excellency's letter and this reply constitute an agreement between our two sides.

I am further pleased to state that in connection with Point 1 of your letter, the corresponding United States body responsible for the Exhibition on the United States side is the United States Committee for the Exhibition of Archeological Finds of the People's Republic of China of the National Gallery of Art of the United States of America.

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

GEORGE H W BUSH

George H. W. Bush
Chief of the Liaison Office
United States of America in
the People's Republic of China

His Excellency YU CHAN,
Vice-Minister of Foreign Affairs of the
People's Republic of China

TIAS 8154

Annex A

The Exhibition of Archaeological Finds of the People's Republic of China

—Catalogue—

FIRST ROOM

(Introductory)

The Exhibition of Archaeological Finds of the People's Republic of China.

Foreword.

Auxiliary Exhibits*:

F1. The Palace Museum in Peking. (Photo)

F2. Anchi Bridge of the Sui Dynasty at Chaohsien, Hopei. (Photo)

F3. Panpo site during excavation, Sian, Shensi. (Photo)

F4. The central chamber of the tomb of Liu Sheng, Prince Ching of Chungshan of Western Han Dynasty at Mancheng, Hopei. (Photo)

F5. Chronological Table of Chinese History.

*** Photographs and documentations, denoted by the numerations F1, F2. . . .**

PRIMITIVE SOCIETY

(c. 600,000-4,000 years ago)

I. EXCAVATIONS OF THE SITES OF LANTIEN MAN AND PEKING MAN

Exhibits:

1. Skull and lower jaw of Lantien Man. (Model)
   H. 18 cm.
   Unearthed in 1963 and 1964 at Lantien, Shensi.

2. Bust of Lantien Man. (Restoration)
   H. 43.2 cm.
   Made in 1972

3. Pointed tool of quartzite. (Used by Lantien Man) (Reproduction)
   L. 17.5 cm.
   Unearthed in 1965 at Lantien, Shensi.

4. End-scraper of vein quartz. (Used by Lantien Man) (Reproduction)
   L. 2.8 cm.
   Unearthed in 1965 at Lantien, Shensi.

5. Skull of Peking Man. (Model)
   H. 11.9 cm.
   Unearthed in 1966 at Choukoutien, Peking.

6. Lower jaw of Peking Man. (Model)
   H. 3.9 cm.
   Unearthed in 1959 at Choukoutien, Peking.

7. Stone hammer. (Used by Peking Man)
   L. 8.2 cm.
   Unearthed in 1966 at Choukoutien, Peking.

8. Flint side-scraper. (Used by Peking Man)
   L. 13.2 cm.
   Unearthed in 1966 at Choukoutien, Peking.

9. Flint side-scraper. (Used by Peking Man)
   L. 8.6 cm.
   Unearthed in 1966 at Choukoutien, Peking.

10. Side-scraper of vein quartz. (Used by Peking Man)
    L. 4.5 cm.
    Unearthed in 1966 at Choukoutien, Peking.

11. Burnt earth. (Evidence of use of fire by Peking Man)
    L. 24 cm.
    Unearthed in 1966 at Choukoutien, Peking.

12. Burnt bone. (Evidence of use of fire by Peking Man)
    L. 11 cm.
    Unearthed in 1966 at Choukoutien, Peking.

13. Burnt stone. (Evidence of use of fire by Peking Man)
    L. 8.5 cm.
    Unearthed in 1966 at Choukoutien, Peking.

Auxiliary Exhibits:

F6. Major Sites of the Primitive Society in China. (Map)

F7. Findplace of lower jaw of Lantien Man. (Photo).

F8. Findplace of cranium of Lantien Man. (Photo)

F9. Skull of Lantien Man. (Photo)

F10. Lower jaw of Lantien Man. (Photo)

F11. Site of Peking Man at Choukoutien. (Photo)

F12. Site of Peking Man during excavation in 1966. (Photo)

F13. Cranium of Peking Man discovered in 1966. (Photo)

II. YANGSHAO CULTURE SITE AT PANPO, SIAN, SHENSI

(Excavated in 1954-1957)

Exhibits:

14. Stone axe.
    L. 12 cm.

15. Stone chisel.
    L. 8 cm.

16. Stone adze.
    L. 6 cm.

17. Bone spade.
    L. 11 cm.

18. Bone chisel.
    L. 14 cm.

19. Bone harpoon.
L. 14.8 cm.

20. Bone arrow-head.
L. 6.1 cm.

21. Bone hairpin.
L. 16 cm.

22. Bone needle.
L. 16.5 cm.

23. Stone whorl.
D. 3.8 cm.

24. Pottery bowl. (With textile impressions at the bottom)
H. 4 cm. D. of the mouth 13 cm.

25. Pottery bowl. (With mat impressions at the bottom)
H. 10.5 cm. D. of the mouth 24 cm.

26. Pottery jar with pricked marks.
H. 11 cm.

27. Pottery jar with finger-nail impressions.
H. 15 cm.

28. Pottery bottle with two ears and a pointed bottom.
H. 43 cm.

29. Pottery basin painted with human-mask design.
H. 17 cm. D. of the mouth 44.5 cm.

30. Pottery basin painted with deer design.
H. 17 cm. D. of the mouth 42.8 cm.

31. Pottery bowl painted with triangles.
H. 9 cm. D. of the mouth 14.5 cm.

32. Pottery jar painted with triangles.
H. 12.7 cm.

Auxiliary Exhibits:

F14. Model of the ruins of Panpo Village. (1:80)

F15. Panpo site during excavation. (Photo)

F16. Panpo Museum. (Photo)

F17. The use of spinning whorl. (Drawing)

F18. Restored stone axe and adze. (Drawing)

F19. Marks on potsherds and pots. (Photo)

III. PAINTED POTTERY FROM THE "KANSU YANGSHAO CULTURE"

Exhibits:

33. Painted pottery waisted jar.
H. 18.3 cm.
Unearthed in 1958 at Lanchow, Kansu.

34. Painted pottery *tou* (bowl with stem) with wave design.
H. 16.4 cm.
Unearthed in 1958 at Lanchow, Kansu.

35. Pottery basin painted with curved lines.
H. 9.5 cm. D. of the mouth 23 cm.
Unearthed in 1966 at Lanchow, Kansu.

36. Painted pottery amphora with a flat bottom.
H. 38 cm.
Unearthed in 1958 at Kanku, Kansu.

37. Pottery vase painted with four circles filled with geometrical pattern.
H. 49 cm.
Unearthed in 1956 at Yungching, Kansu.

IV. CHINGLIENKANG CULTURE

Exhibits:

38. Perforated stone axe.
L. 15 cm.
Unearthed in 1956 at Nanking, Kiangsu.

39. Stone knife with seven holes.
L. 22.6 cm.
Unearthed in 1956 at Nanking, Kiangsu.

40. Stone stepped adze.
L. 17.3 cm.
Unearthed in 1953 at Wuhsien, Kiangsu.

41. Stone hoe.
L. 13.5 cm.
Unearthed in 1955 at Nanking, Kiangsu.

42. Bone chisel.
L. 16.3 cm.
Unearthed in 1960 at Wukiang, Kiangsu.

43. Bone harpoon.
L. 16.5 cm.
Unearthed in 1960 at Wukiang, Kiangsu.

44. Bone arrow-head.
L. 16 cm.
Unearthed in 1960 at Wukiang, Kiangsu.

45. Bone needle.
L. 18.1 cm.
Unearthed in 1960 at Wukiang, Kiangsu.

46. *Chueh* ring (penannular) of white jade.
D. 6.2 cm.
Unearthed in 1956 at Nanking, Kiangsu.

47. *Huang* (half-ring) of green nephrite.
L. 12.6 cm.
Unearthed in 1955 at Nanking, Kiangsu.

48. Painted pottery bowl.
H. 10 cm. D. of the mouth 18 cm.
Unearthed in 1966 at Peihsien, Kiangsu.

49. Pottery vase painted with flower-petal design.
H. 19.5 cm.
Unearthed in 1966 at Peihsien, Kiangsu.

50. Pottery basin painted with flower-petal design.
H. 16.5 cm. D. of the mouth 30.2 cm.
Unearthed in 1966 at Peihsien, Kiangsu.

51. Pottery jar painted with eight-point star design.
H. 18.5 cm. D. of the mouth 33.8 cm.
Unearthed in 1963 at Peihsien, Kiangsu.

V. LUNGSHAN CULTURE

Exhibits:

52. Red pottery tripod *kuei* (pitcher).
H. 31.8 cm.
Unearthed in 1960 at Weifang, Shantung.

53. White pottery tripod *kuei* (pitcher).
H. 29.7 cm.
Unearthed in 1960 at Weifang, Shantung.

54. White pottery *ho* (kettle).
H. 31 cm.
Unearthed in 1964 at Weifang, Shantung.

55. Black pottery cup with two ears.
H. 12.5 cm.
Unearthed in 1960 at Weifang, Shantung.

56. Black pottery *tou* (stem-cup) with thin body.
H. 16.3 cm.
Unearthed in 1960 at Weifang, Shantung.

57. Black pottery tripod *ting* (cooking vessel).
H. 15 cm.
Unearthed in 1960 at Weifang, Shantung.

58. Black pottery plate with high stem.
H. 18.7 cm. D. 43.8 cm.
Unearthed in 1960 at Weifang, Shantung.

SLAVERY SOCIETY

(c. 2100-475 B.C.)

Shang Dynasty (c.1600-1100 B.C.)

VI. SHANG DYNASTY SITE AT CHENGCHOW, HONAN

Exhibits:

59. Bronze *ko* (halberd) with whirl design.
L. 20.3 cm.
Unearthed in 1954 at Chengchow, Honan.

60. Bronze spear-head.
L. 18.5 cm.
Unearthed in 1954 at Chengchow, Honan.

61. Bronze arrow-head.
L. 6.7 cm.
Unearthed in 1953 at Chengchow, Honan.

62. Bronze arrow-head.
L. 6.5 cm.
Unearthed in 1954 at Chengchow, Honan.

63. Bronze knife.
L. 25.6 cm.
Unearthed in 1954 at Chengchow, Honan.

64. Dark green nephrite *ko* (halberd).
L. 38 cm.
Unearthed in 1955 at Chengchow, Honan.

65. Bone arrow-head.
L. 9.5 cm.
Unearthed in 1955 at Chengchow, Honan.

66. Bone *pi* (spatula).
L. 11 cm.
Unearthed in 1954 at Chengchow, Honan.

67. Bone comb.
L. 10.1 cm.
Unearthed in 1954 at Chengchow, Honan.

68. Bone hairpin.
L. 15.3 cm.
Unearthed in 1955 at Chengchow, Honan.

69. Animal-bone, raw material for the manufacture of bone artifacts.
L. 14 cm.
Unearthed in 1955 at Chengchow, Honan.

70. Bronze *lei* (wine vessel) with animal-mask design.
H. 25 cm.
Unearthed in 1955 at Chengchow, Honan.

71. Bronze tripod *chia* (wine vessel) with animal-mask design.
H. 22 cm.
Unearthed in 1955 at Chengchow, Honan.

72. Bronze tripod *ting* (cooking vessel) with animal-mask design.
H. 19 cm.
Unearthed in 1955 at Chengchow, Honan.

73. Bronze basin *pan* (water vessel) with *kuei*-dragon design.
H. 10.5 cm. D. of the mouth 30 cm.
Unearthed in 1955 at Chengchow, Honan.

74. Bronze *tsun* (wine vessel) with animal-mask design.
H. 24.9 cm.
Unearthed in 1954 at Chengchow, Honan.

75. Bronze tripod *li* (cooking vessel) with *kuei*-dragon design.
H. 16.5 cm.
Unearthed in 1955 at Chengchow, Honan.

76. Bronze *ku* (wine vessel) with animal-mask design.
H. 18 cm.
Unearthed in 1965 at Chengchow, Honan.

77. Bronze *chueh* (wine vessel) with animal-mask design.
H. 17.2 cm.
Unearthed in 1965 at Chengchow, Honan.

78. Large-mouthed *tsun* (wine vessel) of proto-porcelain.
H. 28.2 cm.
Unearthed in 1965 at Chengchow, Honan.

79. Pottery *yen* (cooking vessel).
H. 40 cm.
Unearthed in 1953 at Chengchow, Honan.

80. Pottery *tsun* (wine vessel).
H. 34.5 cm.
Unearthed in 1954 at Chengchow, Honan.

Auxiliary Exhibits:

F20. Distribution of the Shang remains at the site of Chengchow. (Sketch map).

F21. Ruined foundation of building. (Photo)

F22. Vestiges of rammed-earth wall. (Photo)

F.23 Remains of bronze foundry. (Photo)

F24. Inscription of bronze *lei* wih animal-mask design. (Rubbing)

VII. YIN RUINS AT ANYANG, HONAN

Exhibits:

81. Bronze *yu* (wine vessel) made by "Pei Kan (?)".
H. 29 cm.
Unearthed in 1950 at Anyang, Honan.

82. Bronze *kuei* (food vessel) made by "Pei Kan(?) Ko".
H. 14.3 cm. D. of the mouth 20.7 cm.
Unearthed in 1950 at Anyang, Honan.

83. Bronze *ting* (cooking vessel) made for "Fu Chi".
H. 21.7 cm.
Unearthed in 1950 at Anyang, Honan.

84. Bronze tripod *chia* (wine vessel) made for "Mu Ya".
H. 30.8 cm.
Unearthed in 1959 at Anyang, Honan.

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85-86. Inscribed oracle bones. (2 pieces)
L. 37-40.5 cm.
Unearthed in 1971 at Anyang, Honan.

Auxiliary Exhibits:

F25. Tomb of slave-owner at Wukuantsun, Anyang. (Photo of model)

F26. Inscription of bronze *yu* made by "Pei Kan(?)". (Rubbing)

F27. Inscription of bronze *kuei* made by "Pei Kan(?) Ko". (Rubbing)

F28. Inscripion of bronze tripod *ting* made for "Fu Chi". (Rubbing)

F29. Inscription of bronze *chia* made for "Mu Ya". (Rubbing)

F30. Nest of inscribed oracle bones as discovered at Anyang. (Photo)

F31-32. Inscriptions of oracle bones. (Rubbings, 2 pieces)

F33-34. Inscriptions of oracle bones. (Enlarged copy, 2 pieces)

VIII. SHANG DYNASTY BRONZES FROM SHANSI, ANHWEI AND HUNAN

Exhibits:

87. Owl-shaped bronze *yu* (wine vessel).
H. 19.7 cm.
Unearthed in 1957 at Shihlou, Shansi.

88. Bronze *kuang* (wine vessel) with dragon design.
L. 41.5 cm.
Unearthed in 1959 at Shihlou, Shansi.

89. Bronze *tsun* (wine vessel) with animal-mask design.
H. 47 cm.
Unearthed in 1957 at Funan, Anhwei.

90. Bronze tripod *chia* (wine vessel) with animal-mask design.
H. 55.3 cm.
Unearthed in 1965 at Feisi, Anhwei.

91. Bronze rectangular *ting* (cooking vessel) with human-mask design.
H. 38.7 cm.
Unearthed in 1959 at Ninghsiang, Hunan.

92. Bronze square *tsun* (wine vessel) with animal-mask decoration.
H. 53.8 cm.
Unearthed in 1963 at Changning, Hunan.

Auxiliary Exhibits:

F35. Dragon design of bronze *kuang*. (Rubbing)

F36. Inscription of bronze rectangular *ting* with human-mask design. (Rubbing)

Western Chou Dynasty (c. 1100-770 B.C.)

IX. WESTERN CHOU BRONZES FROM CHICHIATSUN, FUFENG, SHENSI

Exhibits:

93. Bronze *kuang* (wine vessel) made for "Jih Chi".
H. 31.6 cm.
Unearthed in 1963 at Fufeng, Shensi.

94. Bronze square *tsun* (wine vessel) made for "Jih Chi".
H. 29.5 cm.
Unearthed in 1963 at Fufeng, Shensi.

95. Bronze square *i* (ritual vessel) made for "Jih Chi".
H. 38.5 cm.
Unearthed in 1963 at Fufeng, Shensi.

96. Bronze *ho* (wine vessel) with bird-shaped cover.
H. 38 cm.
Unearthed in 1963 at Fufeng, Shensi.

97. Bronze *hu* (wine vessel) made by "Chi Fu".
H. 59.4 cm.
Unearthed in 1960 at Fufeng, Shensi.

98. Bronze *lei* (wine vessel) with *kuei*-dragon design.
H. 46.1 cm.
Unearthed in 1960 at Fufeng, Shensi.

Auxiliary Exhibits:

F37. Inscription of bronze *hu* made by "Chi Fu". (Rubbing)

F38. Inscription of bronze square *i* made for "Jih Chi". (Rubbing)

X. WESTERN CHOU BRONZES FROM KETSO, LIAONING

(Excavated in 1955)

Exhibits:

99. Bronze *kuei* (food vessel) made for "Yu Fu Kuei".
H. 16.7 cm. D. of the mouth 25 cm.

100. Bronze *yu* (wine vessel) made by "Shih Hsu".
H. 28.5 cm.

Auxiliary Exhibits:

F39. Incription of bronze *kuei* made for "Yu Fu Kuei". (Rubbing)

F40. Inscription of bronze *yu* made by "Shih Hsu". (Rubbing)

XI. WESTERN CHOU TOMBS AT TUNHSI, ANHWEI

(Excavated in 1959 and 1965)

Exhibits:

101. Bronze *yu* (wine vessel) made by "Kung"
H. 23.5 cm.

102. Bronze *kuei* (food vessel) decorated with an unusual animal design.
H. 19.7 cm. D. of the mouth 27.2 cm.

103. Bronze basin *pan* (water vessel) with *kuei*-dragon design.
H. 9.4 cm. D. of the mouth 31.6 cm.

104. Proto-procelain vase with three ears.
H. 11 cm.

105. Proto-porcelain *tsun* (wine vessel) with two ears.
H. 11.9 cm.

106. Proto-porcelain bottle with two ears.
H. 15 cm.

Auxiliary Exhibits:

F41. Western Chou tomb at Tunhsi during excavation. (Photo)

F42. Inscription of bronze *yu* made by "Kung". (Rubbing)

Spring and Autumn Period
(770-475 B.C.)

XII. BRONZES OF SPRING AND AUTUMN PERIOD FROM ANHWEI AND SHANSI

Exhibits:

107-115. Bronze *pien chung* (chime) of Marquis of Tsai. (9 pieces)
H. 16.6-28 cm.
Unearthed in 1955 at Shouhsien, Anhwei.

116. Bronze *ting* (ritual vessel) in the shape of a sacrificial animal.
H. 27.5 cm.
Unearthed in 1959 at Shucheng, Anhwei.

117. Bronze square *hu* (wine vessel) with interlaced-dragon design.
H. 86.6 cm.
Unearthed in 1961 at Houma, Shansi.

118. Bronze basin *chien* (water mirror) with interlaced-hydras design.
H. 36.8 cm. D. of the mouth 76 cm.
Unearthed in 1961 at Houma, Shansi.

Auxiliary Exhibits:

F43. Inscription of the bronze *pien chung* of Marquis of Tsai. (Rubbing)

FEUDAL SOCIETY

(475 B.C.-1840 A.D.)

Warring States Period

(475-221 B.C.)

XIII. SURVEYS AND EXCAVATIONS OF CITY SITES OF WARRING STATES PERIOD

(Relics from the Second Capital of Yen)

Exhibits:

119. Bronze knocker ornamented with interlaced hydras and phoenix.
L. of the animal-mask 45.5 cm. D. of the ring 29 cm.
Unearthed in 1966 at Ihsien, Hopei.

120. Semi-cylindrical tile with cicada pattern.
L. 54.5 cm.
Unearthed in 1966 at Ihsien, Hopei.

121. Semi-circular tile-end with animal-mask design.
D. 23 cm. L. 33.5 cm.
Unearthed in 1964 at Ihien, Hopei.

122. Semi-circular tile-end with animal-mask design.
D. 28 cm. L. 14 cm.
Unearthed in 1964 at Ihsien, Hopei.

Auxiliary Exhibits:

F44. Distribution of Surveyed and Excavated City Sites of the Warring States Period. (Map)

F45. Remains of Lien-ma-tai in the Second Capital of Yen at Ihsien, Hopei. (Photo)

F46. Remains of Chi city at Lintzu, Shantung. (Photo)

F47. Remains of Chao city at Hantan, Hopei. (Photo)

F48. The ancient city of Houma during excavation at Shansi. (Photo)

F49. Remains of Chu city (known as Chinancheng) at Kiangling, Hupeh. (Photo)

F50. Plan of the site of the Second Capital of Yen at Ihsien, Hopei.

XIV. IRON-CASTING MOULDS FROM HSINGLUNG, HOPEI

(Excavated in 1953)

Exhibits:

123. Iron mould and core for casting axe. (3 pieces)
L. of the mould 28.6 cm. L. of the core 21.9 cm.

124. Iron mould for casting a pair of sickles.
L. 32.5 cm.

Auxiliary Exhibits:

F51-52. Iron sickles. (a pair) (Recent castings)

F53. Iron axe. (Recent casting)

F54. Inscription of iron mould. (Rubbing)

XV. CHU TOMB AT KIANGLING, HUPEH

(Excavated in 1965)

Exhibits:

125-126. Dragon-shaped jade ornaments.
L. 28 cm.

127. Bronze sword with lozenge design.
L. 60.8 cm.

128. Bronze *tsun* (wine vessel) with an unusual dragon design.
H. 17.1 cm.

129. Iron belt-hook with gold inlay.
L. 46.3 cm.

Auxiliary Exhibits:

F55. Design of the gold-inlaid iron-belt-hook. (Drawing)

F56. Stylized dragon design of bronze *tsun*. (Drawing)

XVI. POTTERY MOULDS AND BRONZES OF THE WARRING STATES PERIOD FROM SHANTUNG AND SHANSI

Exhibits:

130. Pottery mould for casting the figure of a tiger. (3 pieces)
L. 18.5 cm.
Unearthed in 1959 at Houma, Shansi.

131. Pottery model for making moulds of animal-heads.
H. 10.9 cm.
Unearthed in 1960 at Houma, Shansi.

132. Pottery model for making moulds of animal-mask design.
L. 32.8 cm.
Unearthed in 1960 at Houma, Shansi.

133. Bronze *tou* (food vessel) inlaid with gold in *kuei*-dragon design.
H. 19.2 cm.
Unearthed in 1965 at Changchih, Shansi.

134. Bronze rim of vessel, inlaid with gold and silver.
D. 12 cm.
Unearthed in 1954 at Hochin, Shansi.

135. Bronze chariot-ornament with silver inlay.
L. 21.3 cm.
Unearthed in 1954 at Yungchi, Shansi.

136. Bronze ewer with eagle's head.
H. 47.5 cm.
Unearthed in 1970 at Chucheng, Shantung.

Auxiliary Exhibits:

F57. Bronze tiger. (Recent casting)

F58. Pottery model for making moulds of animal-heads. (Enlarged photo)

Chin Dynasty (221-207 B.C.)

XVII. RELICS OF THE CHIN DYNASTY FROM SHENSI AND SHANTUNG

Exhibits:

137. Pottery measure.
H. 9.4 cm. D. of the mouth 20.4 cm.
Unearthed in 1963 at Tsouhsien, Shantung.

138. Brick stamped with a hunting scene.
L. 47.5 cm.
Unearthed in 1957 at Lintung, Shensi.

139. Pottery figure of a squatting woman.
H. 64.5 cm.
Unearthed in 1964 at Lintung, Shensi.

Auxiliary Exhibits:

F59. Mausoleum of Chin Shih-huang at Lintung, Shensi. (Plan and photo)

F60. Inscription of the pottery measure. (Rubbing)

F61. Hunting scene stamped on brick. (Rubbing)

Han Dynasty (206 B.C.-220 A.D.)

XVIII. TOMB OF LIU SHENG, PRINCE CHING OF CHUNGSHAN OF WESTERN HAN DYNASTY, AND THAT OF HIS WIFE, AT MANCHENG, HOPEI

(Excavated in 1968)

Exhibits:

140. Bronze *chuan* (water vessel) inscribed with "Chungshan Household".
H. 13 cm. D. of the mouth 28.1 cm.

141. Bronze *hu* (wine vessel) with gold and silver inlay of bird script.
H. 40 cm.

142. Bronze *hu* (wine vessel) inlaid with gold and silver.
H. 59 cm.

143. Bronze lamp in form of a sheep.
H. 18.6 cm. L. 23 cm.

144. Bronze lamp (with stand) inscribed with "Chungshan Household".
H. of the lamp 5.2 cm. D. of the stand 22.1 cm.

145. Bronze lamp with shade.
H. 32.8 cm.

146. Bronze *poshan* censer supported by a human figure mounted on a beast.
H. 32.4 cm.

147. Jade clothes sewn with gold threads, shroud for Tou Wan, wife of Prince Ching of Chungshan.
L. 172 cm.

148. Bronze head-rest gilded and inlaid with jade.
L. 41.3 cm.

149-150. Jade *huang* (crescent-shaped ritual object). (2 pieces)
L. 13-13.7 cm.

151. Tou Wan's bronze seal. (Reproduction)
Dimension: 2 by 2 cm. Thickness: 0.7 cm.

152-157. Jade *pi*-discs. (6 pieces)
D. 14.1-21.2 cm.

158. Iron knife with a ring bound round with gold wire.
L. 25.7 cm.

159. Bronze dagger.
L. 28.1 cm.

160. Bronze sword.
L. 72.5 cm.

161. Bronze *ko* (halberd) with a gilt bird-shaped ornament.
L. 20 cm.

162. Gold needle for acupuncture.
L. 6.5 cm.

163. Silver needle for acupuncture.
L. 7.1 cm.

164-165. Bronze leopards inlaid with gold. (2 pieces)
H. 3.5 cm.

166-167. Bronze feet of vessel in the shape of a bear and bird. (2 pieces)
H. 11.4-11.7 cm.

168. Pottery basin painted with fish design.
H. 14.7 cm. D. of the mouth 55.5 cm.

Auxiliary Exhibits:

F62. Position of the Chungshan Principality of Western Han Dynasty. (Sketch map)

F63. Plans and sections of the tombs of Liu Sheng and Tou Wan, with a sketch plan showing their location.

F64. The central chamber of Liu Sheng's tomb during excavation. (Photo)

F65. Southern side-chamber of Tou Wan's tomb. (Photo)

F66. Northern side-chamber of Tou Wan's tomb. (Photo)

F67. Stone doorway of back-chamber of Tou Wan's tomb. (Photo)

F68. Gold and silver inlaid bird script of the bronze *hu*. (Photo)

F69. Bronze lamp in form of a sheep. (Photo)

F70. Inscription of the bronze *chuan* inscribed with "Chungshan Household". (Rubbing)

F71. Inscription of bronze lamp with stand. (Rubbing)

F72. Inscription of bronze *hu* inlaid with gold and silver. (Rubbing)

F73. Impressions of Tou Wan's bronze seal.

F74. The jade clothes sewn with gold threads as discovered. (Photo)

XIX. WESTERN HAN TOMBS AT SHIHCHAISHAN, CHINNING, YUNNAN

(Excavated in 1955-1960)

Exhibits:

169. Bronze ploughshare.
L. 30 cm.

170. Bronze axe ornamented with two birds.
H. 24 cm.

171. Bronze mandarin duck.
H. 11.2 cm.

172. Bronze cowrie-container decorated with a spinning and weaving scene on its cover.
H. 27.5 cm. D. of the bottom 30.9 cm.

173. Bronze ornament in form of buffalo heads.
W. 11.2 cm.

174. Bronze ornament in form of a boar struggling with two tigers.
L. 17.1 cm.

175. Bronze deer.
H. 15.6 cm.

176. Bronze peacock.
H. 14.4 cm.

177-192. Agate beads. (16 pieces)
L. 1.1-7.3 cm.

193-198. Agate buckle-shaped ornaments. (6 pieces)
D. 4.4-5.8 cm.

Auxiliary Exhibits:

F75. Double-birds design of bronze axe. (Drawing)

F76 Detail of spinning and weaving scene on bronze cowrie-container. (Drawing)

F77. The bronze ornament in form of buffalo-heads. (Enlarged photo)

F78. The bronze ornament in form of a boar struggling with two tigers. (Enlarged photo)

XX. HANDICRAFT PRODUCTS OF THE HAN DYNASTY

Exhibits:

199-200. Painted pottery horsemen. (2 pieces)
H. 65-68.5 cm.
Unearthed in 1965 at Hsienyang, Shensi.

201. Bronze *fang* (square wine vessel) inlaid with gold hydras design.
H. 61 cm.
Unearthed in 1964 at Sian, Shensi.

202. Silver-inlaid bronze *tsun* (wine vessel) in form of a sacrificial animal.
L. 41.8 cm.
Unearthed in 1965 at Lienshui, Kiangsu.

203. Bronze chariot-ornament inlaid with gold and silver.
L. 26.5 cm.
Unearthed in 1965 at Tinghsien, Hopei.

204. Bronze *tsun* (wine vessel) gilt with gold and silver.
H. 34.7 cm. D. of the mouth 65.5 cm.
Unearthed in 1962 at Yuyu, Shansi.

205. Gilt bronze *tsun* (wine warmer).
H. 24.5 cm. D. of the mouth 23.4 cm.
Unearthed in 1962 at Yuyu, Shansi.

206. Painted pottery vase.
H. 49.5 cm.
Unearthed in 1957 at Loyang, Honan.

207. Pottery house with buildings around a courtyard.
H. 76 cm. W. 93 cm.
Unearthed in 1951 at Chengchow, Honan.

208. Painted wooden unicorn.
H. 38.5 cm. L. 59 cm.
Unearthed in 1959 at Wuwei, Kansu.

209. Wooden monkey.
H. 32.5 cm.
Unearthed in 1957 at Wuwei, Kansu.

210. *Pi*-disc of green nephrite decorated with animal and ring.
H. 30 cm.
Unearthed in 1969 at Tinghsien, Hopei.

211. *Pi*-disc of green nephrite decorated with hydras.
H. 25.5 cm.
Unearthed in 1959 at Tinghsien, Hopei.

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212-217. Pottery figures of musicians and comedians. (6 pieces)
H. 15-15.6 cm.
Unearthed in 1965 at Loyang, Honan.

Auxiliary Exhibits:

F79. Design of bronze chariot-ornament inlaid with gold and silver. (Enlarged drawing)

F80. Developed design of bronze *tsun* gilt with gold and silver. (Drawing)

F81. Inscription of bronze *tsun* gilt with gold and silver. (Rubbing)

F82. Designs of gilt bronze *tsun* (wine warmer). (Rubbing)

F.83. Inscription of gilt bronze *tsun* (wine warmer). (Rubbing)

XXI. BRONZE FIGURINES, CHARIOTS AND HORSES FROM EASTERN HAN TOMB IN WUWEI, KANSU

(Excavated in 1969)

Exhibits:

218. Bronze galloping horse.
H. 34.5 cm. L. 45 cm.

219-220. Bronze horses. (2 pieces)
H. 36.5-38 cm.

221. Bronze horseman.
H. 39 cm.

222. Bronze horseman armed with a halberd.
H. 52.3 cm.

223. Bronze horseman armed with a spear.
H. 53 cm.

224-227. Bronze chariot mounted with axe. (One chariot, one horse and two figurines)
H. of the horse 40 cm. L. of the chariot 33 cm.

228-231. Bronze *yao* chariot. (One chariot, one horse and two figurines)
H. of horse 40 cm. H. of chariot 43.5 cm.

232-234. Bronze *chu* cart. (One cart, one horse and one figurine)
H. of horse 38 cm. L. of cart 63 cm.

235. Procession scene, part of the wall-painting of Eastern Han tomb at Anping, Hopei. (Copy)
170 by 327 cm.
Discovered in 1971 at Anping, Hopei.

Auxiliary Exhibits:

F84. Bronze chariots, horses and warriors unearthed at Luitai, Wu-wei. (Photo)

XXII. POTTERIES AND PORCELAINS OF THE TSIN AND SOUTHERN AND NORTHERN DYNASTIES FROM CHEKIANG, KIANGSU AND HONAN

Exhibits:

236. Celadon jar ornamented with miniature buildings and human figures.
Western Tsin (265-316 A.D).
H. 46.6 cm.
Unearthed in 1965 at Shaohsing, Chekiang.

237. Celadon vase in the shape of an eagle.
Western Tsin (265-316 A.D.)
H. 17 cm.
Unearthed in 1964 at Nanking, Kiangsu.

238. Celadon lion-shaped vessel.
Western Tsin (265-316 A.D.)
L. 17.5 cm.
Unearthed in 1966 at Tanyang, Kiangsu.

239. Celadon pot ornamented with the head of a cock.
Eastern Tsin (371-420 A.D.)
H. 23.5 cm.
Unearthed in 1967 at Yuyao, Chekiang.

240. Celadon vase with dish-shaped mouth and eight loop-handles.
Southern Dynasty (420-589 A.D.)
H. 26 cm.
Unearthed in 1964 at Jui-an, Chekiang.

241. Celadon jar with incised design.
Northern Chi (479-501 A.D.)
H. 29 cm.
Unearthed in 1958 at Puyang, Honan.

242. Bluish-glazed jar with green splashes and four loophandles.
Northern Chi (479-501 A.D.)
H. 23.5 cm.
Unearthed in 1958 at Puyang, Honan.

243. Yellow-glazed flattened flask decorated with musicians and dancers.
Northern Chi (479-501 A.D.)
H. 20.5 cm.
Unearthed in 1971 at Anyang, Honan.

XXIII. STONE SCULPTURE OF THE NORTHERN DYNASTIES FROM HOPEI AND SHANSI

Exhibits:

244. Stone carved with dragons and tigers.
Northern Wei (386-534 A.D.)
H. 16.5 cm. W. 32 cm.
Unearthed in 1966 at Tatung, Shansi.

245. Stone carved with figures of musicians and of dragons and tigers.
Northern Wei (386-534 A.D.)
H. 16.5 cm. W. 32.6 cm.
Unearthed in 1966 at Tatung, Shansi.

246. Stone image of Sakyamuni in the act of preaching.
Northern Chi (479-501 A.D.)
H. 72.6 cm.
Unearthed in 1958 at Linchang, Hopei.

Auxiliary Exhibits:

F85. Details of stone carved with dragons and tigers and with figures of musicians. (Rubbing)

XXIV. HAN-TANG RELICS FROM SINKIANG

Exhibits:

247. Brocade mitten with the characters "Yen Nien I Shou".
Eastern Han (25-220 A.D.)
L. 24 cm.
Unearthed in 1959 at Minfeng, Sinkiang.

248-249. Woollen fabric with grape pattern. (2 pieces)
Eastern Han (25-220 A.D.)
L. 22.5-26 cm.
Unearthed in 1959 at Minfeng, Sinkiang.

250. Woollen girdle.
Eastern Han (25-220 A.D.)
L. 29 cm.
Unearthed in 1959 at Minfeng, Sinkiang.

251. Yellow damask with lozenge pattern.
Eastern Han (25-220 A.D.)
L. 24.5 cm.
Unearthed in 1959 at Minfeng, Sinkiang.

252. Brocade with tree pattern.
Northern Dynasty (420-589 A.D.)
L. 20.5 cm.
Unearthed in 1959 at Turfan, Sinkiang.

253. Blue woollen fabric with pattern dyed by the wax-resist technique (batik).
Northern Dynasty (420-589 A.D.)
L. 11 cm.
Unearthed in 1959 at Yutien, Sinkiang.

254. Brocade with flowers and birds.
Tang (618-907 A.D.)
L. 38.2 cm.
Unearthed in 1968 at Turfan, Sinkiang.

255. Brocade with the motif of confronting birds.
Tang (618-907 A.D.)
L. 26 cm.
Unearthed in 1969 at Turfan, Sinkiang.

256. Brocade with the picture of a drinking party.
Tang (618-907 A.D.)
L. 12.8 cm.
Unearthed in 1969 at Turfan, Sinkiang.

257. Yellow silk gauze with design of confronting birds, dyed by the wax-resist technique (batik).
Tang (618-907 A.D.)
L. 57 cm.
Unearthed in 1968 at Turfan, Sinkiang.

258. A Tang Dynasty register of household and land allocation: the household of Ning Ho-tsai, Kaochang County.
29 cm. by 82.3 cm.
Unearthed in 1964 at Turfan, Sinkiang.

259. Loan contract signed by Pai Huai-lo as debtor.
Tang (618-907 A.D.)
29 by 43 cm.
Unearthed in 1964 at Turfan, Sinkiang.

260. Fried bread-roll.
Tang (618-907 A.D.)
L. 18 cm.
Unearthed in 1960 at Turfan, Sinkiang.

261-262. *Chiaotzu* (dumplings). (2 pieces)
Tang (618-907 A.D.)
L. 5-6 cm.
Unearthed in 1960 at Turfan, Sinkiang.

263. Silver Sassanian coin.
D. 2.9 cm.
Unearthed in 1967 at Turfan, Sinkiang.

Auxiliary Exhibits:

F86. The Ancient "Silk Road". (Sketch map)

F87. Site of Niya at Minfeng. (Photo)

F88. Remains of the ancient city of Kaochang at Turfan. (Photo)

F89. Brocade with animal-head pattern. (Photo in colour)

F90. Brocade with *kuei*-dragon design. (Photo in colour)

F91. Brocade with design of confronting ducks. (Photo in colour)

Sui Dynasty (581-618 A.D.)

XXV. CHANG SHENG'S TOMB OF SUI DYNASTY AT ANYANG, HONAN

(Excavated in 1959)

Exhibits:

264. White porcelain figure of a warrior.
H. 64 cm.

265-272. Painted pottery musicians. (8 pieces)
H. 17.2-19 cm.

273. White porcelain figure of an attendant partly in black glaze.
H. 71 cm.

Tang Dynasty (618-907 A.D.)

XXVI. SURVEYS AND EXCAVATIONS OF THE TANG CAPITAL CHANGAN AT SIAN, SHENSI

(Exhibits unearthed in 1970 from Hochiatsun)

Exhibits:

274. Octagonal gold cup decorated with human figures.
H. 5.4 cm. D. of the mouth 7 by 6.3 cm.

275. Silver box with a design of birds and flowers.
H. 6 cm. D. 13.5 cm.

276. Silver bowl with gilt floral design.
H. 3 cm. D. of the mouth 10.1 cm.

277. Silver winged-cup with gilt floral design.
H. 2.8 cm. D. of the mouth 10.5 by 8.6 cm.

278. Covered silver bowl with gilt floral design.
H. 11.4 cm. D. of the mouth 21.9 cm.

279. Silver ewer with gilt floral design.
H. 8.3 cm.

280. Gold bowl with embossed lotus-flower petals and traced.
H. 5.5 cm. D. of the mouth 13.5 cm.

281-284. Silver box containing cinnabar and jade ornaments of girdle. (4 pieces)
H. of box 6.2 cm. D. of the mouth 17 cm.

285-286. Silver box containing stalactite. (2 pieces)
H. of box 6.4 cm. D. of the mouth 17 cm.

287-288. Silver plate and cinnabar. (2 pieces)
H. of plate 1.9 cm. D. of the mouth 14.4 cm.

289-290. Amber and silver plate. (2 pieces)
H. of plate 1.9 cm. D. of the mouth 14.3 cm.

291-292. Rock-crystal and silver plate. (2 pieces)
H. of plate 1.7 cm. D. of the mouth 18.1 cm.

293-294. Amethyst and silver plate. (2 pieces)
H. of plate 1.7 cm. D. of the mouth 18.7 cm.

295. Silver vessel in the shape of a pomegranate.
H. 8.9 cm.

Auxiliary Exhibits:

F92. City of Changan in Tang Dynasty. (Map)

F93. Remains of Hanyuan Tien (Hall). (Photo)

F94. Plan of the remains of Hanyuan Tien (Hall).

F95. Reconstruction of Hanyuan Tien (Hall). (Drawing)

F96. Remains of Linteh Tien (Hall). (Photo)

F97. Remains of Hsuanwu Men (Gate). (Photo)

F98. Design of lotus-flower petals on gold bowl. (Drawing)

F99. Design of birds and flowers on silver box. (Drawing)

XXVII. TOMB OF PRINCESS YUNGTAI OF TANG DYNASTY AT CHIENHSIEN, SHENSI

(Excavated in 1962)

Exhibits:

296. Three-coloured pottery horse.
H. 28 cm.

297. Yellow glazed pottery horse.
H. 20.1 cm.

298. Three-coloured pottery mounted hunter.
H. 32 cm.

299. Three-coloured pottery mounted hunter.
H. 31 cm.

300. Painted pottery horseman.
H. 32 cm.

301. Painted pottery horseman.
H. 30.5 cm.

302. Painted pottery mounted hunter.
H. 31.5 cm.

303. Three-coloured pottery bowl.
H. 7.4 cm. D. of the mouth 17.2 cm.

304. Three-coloured pottery dish.
H. 2.7 cm. D. of the mouth 15 cm.

305. Green glazed pottery bowl.
H. 8 cm. D. of the mouth 13.7 cm.

306. Female attendants, wall-painting of tomb of Princess Yungtai. (Copy)
192 by 440 cm.

307-308. Palace ladies, incised figures on the stone outer coffin of Princess Yungtai. (Rubbings)
136 by 81 cm.

Auxiliary Exhibits:

F100. Plan and section of the tomb of Princess Yungtai.

XXVIII. HANDICRAFT PRODUCTS OF TANG DYNASTY

Exhibits:

309. Three-coloured pottery horse.
H. 80 cm. L. 82.5 cm.
Unearthed in 1972 from the tomb of Crown Prince I-teh at Chienhsien, Shensi.

310. Three-coloured pottery pack-camel.
H. 47.5 cm. L. 40 cm.
Unearthed in 1959 at Sian, Shensi.

311. Three-coloured pottery camel groom.
H. 29.7 cm.
Unearthed in 1959 at Sian, Shensi.

312. Three-coloured pottery horse.
L. 42.4 cm.
Unearthed in 1959 at Sian, Shensi.

313. Three-coloured pottery horse groom.
H. 29 cm.
Unearthed in 1959 at Sian, Shensi.

314. Three-coloured pottery female figurine.
H. 42 cm.
Unearthed in 1959 at Sian, Shensi.

315. Three-coloured pottery female figurine.
H. 45 cm.
Unearthed in 1959 at Sian, Shensi.

316. Three-coloured pottery warrior.
H. 65.5 cm.
Unearthed in 1959 at Sian, Shensi.

317. Three-coloured pottery tomb-guardian.
H. 57.5 cm.
Unearthed in 1959 at Sian, Shensi.

318. Yellow glazed pottery lying ox.
L. 46 cm.
Unearthed in 1965 at Chin-an, Kansu.

319. Three-coloured phoenix-headed vase.
H. 32.2 cm.
Unearthed in 1961 at Loyang, Honan.

320. Covered pot of three-coloured pottery.
H. 21 cm.
Unearthed in 1958 at Loyang, Honan

321. White porcelain spittoon.
H. 10.5 cm.
Unearthed in 1955 at Sian, Shensi.

322. High-stemmed porcelain bowl with applied floral decoration.
H. 23 cm.
Unearthed in 1956 at Sian, Shensi.

323. Celadon vase with applied design in dark brown.
H. 22.5 cm.
Unearthed in 1958 at Changsha, Hunan.

324. Bronze mirror with hunting design.
D. 29 cm.
Unearthed in 1961 at Fukou, Honan.

325. Bronze mirror with double-phoenixes design.
D. 23 cm.
Unearthed in 1952 at Hsienyang, Shensi.

326. Bronze mirror with bird and animal design.
D. 21.5 cm.
Unearthed in 1955 at Sian, Shensi.

327. Procession scene (a hunting party), wall-painting of the tomb of Crown Prince Changhuai. (Copy)
150 by 240 cm.
Discovered in 1971 at Chienhsien, Shensi.

328. Procession scene (polo-players), wall-painting of the tomb of Crown Prince Changhuai. (Copy)
148 by 204 cm.
Discovered in 1971 at Chienhsien, Shensi.

Five Dynasties (907-960 A.D.)

XXIX. TOMB OF FIVE DYNASTIES AT LIN-AN, CHEKIANG

(Excavated in 1969)

Exhibits:

329. Porcelain vase with cloud design, Yueh ware.
H. 50.7 cm.

330. Bowl, Yueh ware.
H. 9.5 cm. D. of the mouth 19.9 cm.

331. Two-eared covered jar, Yueh ware.
H. 19.6 cm.

332. Two-eared kettle-shaped vessel, Yueh ware.
H. 9.2 cm. D. of the mouth 17.6 cm.

Sung Dynasty (960-1279 A.D.)

XXX. PORCELAINS OF THE SUNG DYNASTY

Exhibits:

333. Bowl with design of a lotus-flower, Ting ware.
H. 7.3 cm. D. of the mouth 21.9 cm.
Unearthed in 1969 at Tinghsien, Hopei.

334. Porcelain conch, Ting ware.
L. 19.8 cm.
Unearthed in 1969 at Tinghsien, Hopei.

335. Censer with five feet, Ting ware.
H. 24.1 cm.
Unearthed in 1969 at Tinghsien, Hopei.

336. Flower-shaped dish marked with the character "Kuan", Ting ware.
H. 3 cm. D. of the mouth 12.8 cm.
Unearthed in 1969 at Tinghsien, Hopei.

337. White water-pot (*Kundi*) with carved decoration, Ting ware.
H. 60.5 cm.
Unearthed in 1969 at Tinghsien, Hopei.

338. Silver-covered flask incised with floral design, Ting ware.
H. 19.8 cm.
Unearthed in 1969 at Tinghsien, Hopei.

339. Vase decorated with dragon, Lungchuan ware.
H. 19 cm.
Unearthed in 1956 at Lungchuan, Chekiang.

340. Bowl with design of lotus-flower petals, Lungchuan ware.
H. 6.5 cm. D. of the mouth 13.5 cm.
Unearthed in 1960 at Lungchuan, Chekiang.

341. Water-dropper in the shape of boat, Lungchuan ware.
L. 17.3 cm.
Unearthed in 1956 at Lungchuan, Chekiang.

342. Tripod censer, Lungchuan ware.
H. 12.4 cm.
Unearthed in 1954 at Jui-an, Chekiang.

343. *Ying-ching* wine pot with warmer.
H. of pot 25.8 cm. H. of warmer 14 cm.
Unearthed in 1963 at Susung, Anhwei.

344. *Ying-ching* bowl.
H. 9.8 cm. D. of the mouth 21.2 cm.
Unearthed in 1965 at Tehan, Kiangsi.

345. *Ying-ching* bowl incised with floral design.
H. 7.2 cm. D. of the mouth 20.5 cm.
Unearthed in 1952 at Nanchang, Kiangsi.

346. Tripod censer, Yaochow ware.
H. 27 cm.
Unearthed in 1960 at Lantien, Shensi.

347. Head-rest with fishing design, Tzuchow ware.
L. 28.8 cm.
Unearthed in 1955 at Hsingtai, Hopei.

Auxiliary Exhibits:

F101. The underground foundation-deposit room of Sung pagoda during excavation. (Photo)

F102. Remains of a Lungchuan kiln. (Photo)

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Liao Dynasty (916-1125 A.D.)

XXXI. TOMB OF CONSORT OF LIAO PRINCESS AT CHIHFENG, LIAONING

(Excavated in 1953)

Exhibits:

348. White porcelain plate marked with the character "Kuan".
H. 5.4 cm. D. of the mouth 22.3 cm.

349. White porcelain flattened flask ornamented with a cockscomb.
H. 23.5 cm.

350. Iron head of whistling arrow.
L. 10 cm.

351. Iron head of whistling arrow.
L. 9.5 cm.

352-353. Gilt silver saddle-ornaments. (2 pieces)
H. 27.7-37.5 cm.

354. Silver cup with stand.
H. 8.5 cm. D. of stand 16 cm.

355. Gilt silver tassel-ornament for horse.
H. 6 cm. D. 19.2 cm.

Auxiliary Exhibits:

F103. The tomb of Prince of Wei, consort of Princess of Liao at Chihfeng. (Plan and section)

F104. Restoration of whistling arrow with iron head. (Drawing)

Kin-Yuan (1115-1368 A.D.)

XXXII. POTTERY DRAMATIC ACTORS OF THE KIN AND YUAN DYNASTIES FROM SHANSI AND HONAN

Exhibits:

356-358. Pottery actors. (3 pieces)
Kin (1115-1234 A.D.)
H. 19.5-21 cm.
Unearthed in 1965 at Houma, Shansi.

359-361. Pottery actors and dancers. (3 pieces)
Yuan (1271-1368 A.D.)
H. 37-39.2 cm.
Unearthed in 1963 at Chiaotso, Honan.

Auxiliary Exhibits:

F105. Theatrical stage of carved brick from a Kin tomb at Houma, Shansi. (Photo)

F106. Yuan Dynasty wall-painting depicting dramatic performance from a temple at Hungtung, Shansi. (Copy)

Yuan Dynasty (1271-1368 A.D.)

XXXIII. SURVEYS AND EXCAVATIONS OF THE REMAINS OF THE YUAN CAPITAL TATU AT PEKING

Exhibits:

362. *Ying-ching* statuette of Kuanyin.
H. 66 cm.
Unearthed in 1955 at the Western City District of Peking.

363. Openwork censer of three-coloured glazed pottery.
H. 36 cm.
Unearthed in 1964 at the Haitien District of Peking.

364. Blue and white covered jar with floral design.
H. 66 cm.
Unearthed in 1961 at the Haitien District of Peking.

365. Blue and white porcelain vase.
H. 15.3 cm.
Unearthed in 1962 at the Western City District of Peking.

366. Plate, Chun ware.
H. 4.5 cm. D. of the mouth 22.3 cm.
Unearthed in 1970 at Fangshan, Peking.

367. *Ying-ching* brush-rest.
L. 18 cm.
Unearthed in 1962 at the Western City District of Peking.

368. Porcelain jar decorated with two phoenixes in black on white ground.
H. 36 cm.
Unearthed in 1970 at Fangshan, Peking.

Auxiliary Exhibits:

F107. Tatu, Capital of the Yuan Dynasty. (Map)

F108. Northern part of the city-wall of Tatu. (Photo)

F109. Barbican entrance to Ho-i Men (Gate). (Photo)

F110. Remains of Houyingfang Residence. (Photo)

F111. Site of Houyingfang Residence during excavation. (Photo)

F112. Reconstruction of Houyingfang Residence. (Drawing)

XXXIV. PORCELAIN, SILVER AND LACQUER WARES FROM THE YUAN DYNASTY

Exhibits:

369. Blue and white covered bottle decorated with white dragon design.
H. 51.5 cm.
Unearthed in 1964 at Paoting, Hopei.

370. Blue and white ewer with floral design.
H. 26.5 cm.
Unearthed in 1964 at Paoting, Hopei.

371. Basin, Chun ware.
H. 10.6 cm. D. of the mouth 44 cm.
Unearthed in 1955 at Paoting, Hopei.

372. Silver confectionery-box decorated with two phoenixes.
H. 15.9 cm. D. 35 cm.
Unearthed in 1955 at Hofei, Anhwei.

373. Round box of lacquer ware carved with human figures.
H. 3.9 cm. D. 12.1 cm.
Unearthed in 1953 at Tsingpoo, Shanghai.

374-385. Toilet-articles and silver toilet-box with stand. (12 pieces)
H. of box 24.3 cm. D. 17 cm.
It contains: 2 pots, 2 boxes, a pair of scissors, 2 combs, 2 brushes, a mirror and a mirror-stand (H. 30.4 cm) and others not exhibited.
Unearthed in 1964 at Soochow, Kiangsu.

Auxiliary Exhibits:

F113. Design of the silver confectionery box. (Drawing)

APPENDIX ROOM

F114. The Great Wall. (Photo)

F115. The Cave of Thousand Buddhas at Tunhuang, Kansu. (Photo)

F116. The Temple of Heaven in Peking. (Photo)

F117. Stone sculpture of Fenghhsien Temple at Lungmen, Loyang. (Photo)

F118. Visiting the Exhibition of Relics Unearthed during the Great Proletarian Cultural Revolution. (Photo)

F119. Books and periodicals of archaeology published in New China.

Annex B

The Exhibition of Archaeological Finds of the People's Republic of China

—Individual Valuation of the Exhibits—

The Exhibition of Archaeological Finds of the People's Republic of China

Table of Classified Valuation

Item	Quantity	Valuation (Renminbi: Yuan)
Exhibits	385	98,666,850
Auxiliary Exhibits:		
Copies	12	15,000
Photographs	57	10,000
Books and periodicals	92	1,500
Charts, rubbings and models	49	10,000
TOTAL		98,703,350

No.	Object	Value
1.	Skull and lower jaw of Lantien Man. (Model)	¥250
2.	Bust of Lantien Man. (Restoration made in 1972)	¥250
3.	Pointed tool of quartzite. (Used by Lantien Man) (Reproduction)	¥50
4.	End-scraper of vein quartz. (Used by Lantien Man) (Reproduction)	¥50
5.	Skull of Peking Man. (Model)	¥250
6.	Lower jaw of Peking Man. (Model)	¥250
7.	Stone hammer. (Used by Peking Man)	¥2,500
8.	Flint side-scraper. (Used by Peking Man)	¥2,500
9.	Flint side-scraper. (Used by Peking Man)	¥2,500
10.	Side-scraper of vein quartz. (Used by Peking Man)	¥2,500
11.	Burnt earth. (Evidence of use of fire by Peking Man)	¥2,500
12.	Burnt bone. (Evidence of use of fire by Peking Man)	¥2,500
13.	Burnt stone. (Evidence of use of fire by Peking Man)	¥2,500
14.	Stone axe.	¥2,500
15.	Stone chisel.	¥2,500
16.	Stone adze.	¥2,500
17.	Bone spade.	¥2,500
18.	Bone chisel.	¥2,500
19.	Bone harpoon.	¥2,500
20.	Bone arrow-head.	¥2,500
21.	Bone hairpin.	¥2,500
22.	Bone needle.	¥2,500

No.	Object	Value
23.	Stone whorl.	¥2,500
24.	Pottery bowl. (With textile impressions at the bottom)	¥50,000
25.	Pottery bowl. (With mat impressions at the bottom)	¥50,000
26.	Pottery jar with pricked marks.	¥10,000
27.	Pottery jar with finger-nail impressions.	¥10,000
28.	Pottery bottle with two ears and a pointed bottom.	¥15,000
29.	Pottery basin painted with human-mask design.	¥800,000
30.	Pottery basin painted with deer design.	¥500,000
31.	Pottery bowl painted with triangles.	¥50,000
32.	Pottery jar painted with triangles.	¥50,000
33.	Painted pottery waisted jar.	¥100,000
34.	Painted pottery *tou* (bowl with stem) with wave design.	¥100,000
35.	Pottery basin painted with curved lines.	¥75,000
36.	Painted pottery amphora with a flat bottom.	¥750,000
37.	Pottery vase painted with four circles filled with geometrical pattern.	¥75,000
38.	Perforated stone axe.	¥5,000
39.	Stone knife with seven holes.	¥15,000
40.	Stone stepped adze.	¥7,500
41.	Stone hoe.	¥5,000
42.	Bone chisel.	¥2,500
43.	Bone harpoon.	¥2,500
44.	Bone arrow-head.	¥2,500
45.	Bone needle.	¥2,500

No.	Object	Value
46.	*Chueh* ring (penannular) of white jade.	¥5,000
47.	*Huang* (half-ring) of green nephrite.	¥5,000
48.	Painted pottery bowl.	¥300,000
49.	Pottery vase painted with flower-petal design.	¥150,000
50.	Pottery basin painted with flower-petal design.	¥250,000
51.	Pottery jar painted with eight-point star design.	¥300,000
52.	Red pottery tripod *kuei* (pitcher).	¥50,000
53.	White pottery tripod *kuei* (pitcher).	¥50,000
54.	White pottery *ho* (kettle).	¥50,000
55.	Black pottery cup with two ears.	¥150,000
56.	Black pottery *tou* (stem-cup) with thin body.	¥250,000
57.	Black pottery tripod *ting* (cooking vessel).	¥25,000
58.	Black pottery plate with high stem.	¥250,000
59.	Bronze *ko* (halberd) with whirl design.	¥10,000
60.	Bronze spear-head.	¥7,500
61.	Bronze arrow-head.	¥2,500
62.	Bronze arrow-head.	¥2,500
63.	Bronze knife.	¥5,000
64.	Dark green nephrite *ko* (halberd).	¥250,000
65.	Bone arrow-head.	¥2,500
66.	Bone *pi* (spatula).	¥2,500
67.	Bone comb.	¥2,500
68.	Bone hairpin.	¥2,500
69.	Animal-bone, raw material for the manufacture of bone artifacts.	¥2,500

No.	Object	Value
70.	Bronze *lei* (wine vessel) with animal-mask design.	¥500,000
71.	Bronze tripod *chia* (wine vessel) with animal-mask design.	¥150,000
72.	Bronze tripod *ting* (cooking vessel) with animal-mask design.	¥100,000
73.	Bronze basin *pan* (water vessel) with *kuei*-dragon design.	¥150,000
74.	Bronze *tsun* (wine vessel) with animal-mask design.	¥225,000
75.	Bronze tripod *li* (cooking vessel) with *kuei*-dragon design.	¥100,000
76.	Bronze *ku* (wine vessel) with animal-mask design.	¥15,000
77.	Bronze *chueh* (wine vessel) with animal-mask design.	¥15,000
78.	Large-mouthed *tsun* (wine vessel) of proto-porcelain.	¥1,000,000
79.	Pottery *yen* (cooking vessel).	¥50,000
80.	Pottery *tsun* (wine vessel).	¥50,000
81.	Bronze *yu* (wine vessel) made by "Pei Kan (?)".	¥300,000
82.	Bronze *kuei* (food vessel) made by "Pei Kan(?) Ko".	¥250,000
83.	Bronze *ting* (cooking vessel) made for "Fu Chi".	¥400,000
84.	Bronze tripod *chia* (wine vessel) made for "Mu Ya".	¥375,000
85-86.	Inscribed oracle bones. (2 pieces)	¥1,000,000
87.	Owl-shaped bronze *yu* (wine vessel).	¥400,000
88.	Bronze *kuang* (wine vessel) with dragon design.	¥2,500,000
89.	Bronze *tsun* (wine vessel) with animal-mask design.	¥2,500,000
90.	Bronze tripod *chia* (wine vessel) with animal-mask design.	¥1,500,000

No.	Object	Value
91.	Bronze rectangular *ting* (cooking vessel) with human-mask design.	¥3,500,000
92.	Bronze square *tsun* (wine vessel) with animal-mask decoration.	¥2,500,000
93.	Bronze *kuang* (wine vessel) made for "Jih Chi".	¥3,000,000
94.	Bronze square *tsun* (wine vessel) made for "Jih Chi".	¥1,500,000
95.	Bronze square *i* (ritual vessel) made for "Jih Chi".	¥1,750,000
96.	Bronze *ho* (wine vessel) with bird-shaped cover.	¥500,000
97.	Bronze *hu* (wine vessel) made by "Chi Fu".	¥2,500,000
98.	Bronze *lei* (wine vessel) with *kuei*-dragon design.	¥500,000
99.	Bronze *kuei* (food vessel) made for "Yu Fu Kuei".	¥250,000
100.	Bronze *yu* (wine vessel) made by "Shih Hsu".	¥400,000
101.	Bronze *yu* (wine vessel) made by "Kung".	¥750,000
102.	Bronze *kuei* (food vessel) decorated with an unusual animal design.	¥750,000
103.	Bronze basin *pan* (water vessel) with *kuei*-dragon design.	¥200,000
104.	Proto-porcelain vase with three ears.	¥25,000
105.	Proto-porcelain *tsun* (wine vessel) with two ears.	¥100,000
106.	Proto-porcelain bottle with two ears.	¥50,000
107-115.	Bronze *pien chung* (chime) of Marquis of Tsai.	¥1,000,000
116.	Bronze *ting* (ritual vessel) in the shape of a sacrificial animal.	¥1,000,000
117.	Bronze square *hu* (wine vessel) with interlaced-dragon design.	¥1,000,000

No.	Object	Value
118.	Bronze basin *chien* (water mirror) with interlaced-hydras design.	¥750,000
119.	Bronze knocker ornamented with interlaced hydras and phoenix.	¥500,000
120.	Semi-cylindrical tile with cicada pattern.	¥2,500
121.	Semi-circular tile-end with animal-mask design.	¥2,500
122.	Semi-circular tile-end with animal-mask design.	¥2,500
123.	Iron mould and core for casting axe. (3 pieces)	¥100,000
124.	Iron mould for casting a pair of sickles.	¥50,000
125-126.	Dragon-shaped jade ornaments.	¥100,000
127.	Bronze sword with lozenge design.	¥150,000
128.	Bronze *tsun* (wine vessel) with an unusual dragon design.	¥500,000
129.	Iron belt-hook with gold inlay.	¥50,000
130.	Pottery mould for casting the figure of a tiger. (3 pieces)	¥50,000
131.	Pottery model for making moulds of animal-heads.	¥25,000
132.	Pottery model for making moulds of animal-mask design.	¥25,000
133.	Bronze *tou* (food vessel) inlaid with gold in *kuei*-dragon design.	¥500,000
134.	Bronze rim of vessel, inlaid with gold and silver.	¥2,500
135.	Bronze chariot-ornament with silver inlay.	¥100,000
136.	Bronze ewer with eagle's head.	¥1,000,000
137.	Pottery measure.	¥300,000
138.	Brick stamped with a hunting scene.	¥40,000

No.	Object	Value
139.	Pottery figure of a squatting woman.	¥500,000
140.	Bronze *chuan* (water vessel) inscribed with "Chungshan Household".	¥100,000
141.	Bronze *hu* (wine vessel) with gold and silver inlay of bird script.	¥3,500,000
142.	Bronze *hu* (wine vessel) inlaid with gold and silver.	¥2,500,000
143.	Bronze lamp in form of a sheep.	¥200,000
144.	Bronze lamp (with stand) inscribed with "Chungshan Household".	¥75,000
145.	Bronze lamp with shade.	¥200,000
146.	Bronze *poshan* censer supported by a human figure mounted on a beast.	¥500,000
147.	Jade clothes sewn with gold threads, shroud for Tou Wan, wife of Prince Ching of Chungshan.	¥6,000,000
148.	Bronze head-rest gilded and inlaid with jade.	¥250,000
149-150.	Jade *huang* (crescent-shaped ritual object). (2 pieces)	¥25,000
151.	Tou Wan's bronze seal. (Reproduction)	¥250
152-157.	Jade *pi*-discs. (6 pieces)	¥300,000
158.	Iron knife with a ring bound round with gold wire.	¥10,000
159.	Bronze dagger.	¥25,000
160.	Bronze sword.	¥50,000
161.	Bronze *ko* (halberd) with a gilt bird-shaped ornament.	¥50,000
162.	Gold needle for acupuncture.	¥10,000
163.	Silver needle for acupuncture.	¥10,000

No.	Object	Value
164-165.	Bronze leopards inlaid with gold. (2 pieces)	¥1,000,000
166-167.	Bronze feet of vessel in the shape of a bear and bird. (2 pieces)	¥250,000
168.	Pottery basin painted with fish design.	¥100,000
169.	Bronze ploughshare.	¥50,000
170.	Bronze axe ornamented with two birds.	¥200,000
171.	Bronze mandarin duck.	¥50,000
172.	Bronze cowrie-container decorated with a spinning and weaving scene on its cover.	¥1,250,000
173.	Bronze ornament in form of buffalo heads.	¥100,000
174.	Bronze ornament in form of a boar struggling with two tigers.	¥150,000
175.	Bronze deer.	¥50,000
176.	Bronze peacock.	¥50,000
177-192.	Agate beads. (16 pieces)	¥25,000
193-198.	Agate buckle-shaped ornaments. (6 pieces)	¥15,000
199-200.	Painted pottery horsemen. (2 pieces)	¥200,000
201.	Bronze *fang* (square wine vessel) inlaid with gold hydras design.	¥1,750,000
202.	Silver-inlaid bronze *tsun* (wine vessel) in form of a sacrificial animal.	¥3,500,000
203.	Bronze chariot-ornament inlaid with gold and silver.	¥1,000,000
204.	Bronze *tsun* (wine vessel) gilt with gold and silver.	¥3,500,000
205.	Gilt bronze *tsun* (wine warmer).	¥750,000
206.	Painted pottery vase.	¥150,000

No.	Object	Value
207.	Pottery house with buildings around a courtyard.	¥75,000
208.	Painted wooden unicorn.	¥100,000
209.	Wooden monkey.	¥50,000
210.	*Pi*-disc of green nephrite decorated with animal and ring.	¥500,000
211.	*Pi*-disc of green nephrite decorated with hydras.	¥500,000
212-217.	Pottery figures of musicians and comedians. (6 pieces)	¥30,000
218.	Bronze galloping horse.	¥6,000,000
219-220.	Bronze horses. (2 pieces)	¥400,000
221.	Bronze horseman.	¥300,000
222.	Bronze horseman armed with a halberd.	¥300,000
223.	Bronze horseman armed with a spear.	¥300,000
224-227.	Bronze chariot mounted with axe. (One chariot, one horse and two figurines)	¥750,000
228-231.	Bronze *yao* chariot. (One chariot, one horse and two figurines)	¥750,000
232-234.	Bronze *chu* cart. (One cart, one horse and one figurine)	¥600,000
235.	Procession scene, part of the wall painting of Eastern Han tomb at Anping, Hopei. (Copy)	¥15,000
236.	Celadon jar ornamented with miniature buildings and human figuers.	¥300,000
237.	Celadon vase in the shape of an eagle.	¥150,000
238.	Celadon lion-shaped vessel.	¥50,000
239.	Celadon pot ornamented with the head of a cock.	¥75,000

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No.	Object	Value
240.	Celadon vase with dish-shaped mouth and eight loop-handles.	¥75,000
241.	Celadon jar with incised design.	¥250,000
242.	Bluish-glazed jar with green splashes and four loop-handles.	¥150,000
243.	Yellow-glazed flattened flask decorated with musicians and dancers.	¥200,000
244.	Stone carved with dragons and tigers.	¥400,000
245.	Stone carved with figures of musicians and of dragons and tigers.	¥400,000
246.	Stone image of Sakyamuni in the act of preaching.	¥1,250,000
247.	Brocade mitten with the characters "Yen Nien I Shou".	¥2,500
248-249.	Woollen fabric with grape pattern. (2 pieces)	¥2,500
250.	Woollen girdle.	¥2,500
251.	Yellow damask with lozenge pattern.	¥2,500
252.	Brocade with tree pattern.	¥2,500
253.	Blue woollen fabric with pattern dyed by the wax-resist technique (batik).	¥2,500
254.	Brocade with flowers and birds.	¥2,500
255.	Brocade with the motif of confronting birds.	¥2,500
256.	Brocade with the picture of a drinking party.	¥2,500
257.	Yellow silk gauze with design of confronting birds, dyed by the wax-resist technique (batik).	¥2,500
258.	A Tang Dynasty register of household and land allocation: the household of Ning Ho-tsai, Kao-chang County.	¥10,000

No.	Object	Value
259.	Loan contract signed by Pai Huai-lo as debtor.	¥10,000
260.	Fried bread-roll.	¥2,500
261-262.	*Chiaotzu* (dumplings). (2 pieces)	¥2,500
263.	Silver Sassanian coin.	¥5,000
264.	White porcelain figure of a warrior.	¥50,000
265-272.	Painted pottery musicians. (8 pieces)	¥20,000
273.	White porcelain figure of an attendant partly in black glaze.	¥75,000
274.	Octagonal gold cup decorated with human figures.	¥500,000
275.	Silver box with a design of birds and flowers.	¥500,000
276.	Silver bowl with gilt floral design.	¥250,000
277.	Silver winged-cup with gilt floral design.	¥250,000
278.	Covered silver bowl with gilt floral design.	¥250,000
279.	Silver ewer with gilt floral design.	¥250,000
280.	Gold bowl with embossed lotus-flower petals and traced.	¥1,200,000
281-284.	Silver box containing cinnabar and jade ornaments of girdle. (4 pieces)	¥10,000
285-286.	Silver box containing stalactite. (2 pieces)	¥10,000
287-288.	Silver plate and cinnabar. (2 pieces)	¥2,500
289-290.	Amber and silver plate. (2 pieces)	¥2,500
291-292.	Rock-crystal and silver plate. (2 pieces)	¥2,500
293-294.	Amethyst and silver plate. (2 pieces)	¥2,500
295.	Silver vessel in the shape of a pomegranate.	¥15,000
296.	Three-coloured pottery horse.	¥25,000
297.	Yellow glazed pottery horse.	¥25,000

No.	Object	Value
298.	Three-coloured pottery mounted hunter.	¥20,000
299.	Three-coloured pottery mounted hunter.	¥20,000
300.	Painted pottery horseman.	¥10,000
301.	Painted pottery horseman.	¥10,000
302.	Painted pottery mounted hunter.	¥10,000
303.	Three-coloured pottery bowl.	¥10,000
304.	Three-coloured pottery dish.	¥7,500
305.	Green glazed pottery bowl.	¥5,000
306.	Female attendants, wall-painting of tomb of Princess Yungtai. (Copy)	¥10,000
307-308.	Palace ladies, incised figures on the stone outer coffin of Princess Yungtai. (Rubbings)	¥500
309.	Three-coloured pottery horse.	¥30,000
310.	Three-coloured pottery pack-camel.	¥25,000
311.	Three-coloured pottery camel groom.	¥25,000
312.	Three-coloured pottery horse.	¥25,000
313.	Three-coloured pottery horse groom.	¥25,000
314.	Three-coloured pottery female figurine.	¥50,000
315.	Three-coloured pottery female figurine.	¥50,000
316.	Three-coloured pottery warrior.	¥15,000
317.	Three-coloured pottery tomb-guardian.	¥5,000
318.	Yellow glazed pottery lying ox.	¥10,000
319.	Three-coloured phoenix-headed vase.	¥15,000
320.	Covered pot of three-coloured pottery.	¥5,000
321.	White porcelain spittoon.	¥75,000

No.	Object	Value
322.	High-stemmed porcelain bowl with applied floral decoration.	¥125,000
323.	Celadon vase with applied design in dark brown.	¥50,000
324.	Bronze mirror with hunting design.	¥50,000
325.	Bronze mirror with double-phoenixes design.	¥10,000
326.	Bronze mirror with bird and animal design.	¥50,000
327.	Procession scene (a hunting party), wall-painting of the tomb of Crown Prince Changhuai. (Copy)	¥5,000
328.	Procession scene (polo-players), wall-painting of the tomb of Crown Prince Changhuai. (Copy)	¥5,000
329.	Porcelain vase with cloud design, Yueh ware.	¥2,000,000
330.	Bowl, Yueh ware.	¥250,000
331.	Two-eared covered jar, Yueh ware.	¥100,000
332.	Two-eared kettle-shaped vessel, Yueh ware.	¥50,000
333.	Bowl with design of a lotus-flower, Ting ware.	¥75,000
334.	Porcelain conch, Ting ware.	¥200,000
335.	Censer with five feet, Ting ware.	¥150,000
336.	Flower-shaped dish marked with the character "Kuan", Ting ware.	¥50,000
337.	White water-pot (*Kundi*) with carved decoration, Ting ware.	¥2,000,000
338.	Silver-covered flask incised with floral design, Ting ware.	¥50,000
339.	Vase decorated with dragon, Lungchuan ware.	¥10,000
340.	Bowl with design of lotus-flower petals, Lungchuan ware.	¥50,000

No.	Object	Value
341.	Water-dropper in the shape of boat, Lungchuan ware.	¥100,000
342.	Tripod censer, Lungchuan ware.	¥100,000
343.	*Ying-ching* wine pot with warmer.	¥75,000
344.	*Ying-ching* bowl.	¥25,000
345.	*Ying-ching* bowl incised with floral design.	¥5,000
346.	Tripod censer, Yaochow ware.	¥400,000
347.	Head-rest with fishing design, Tzuchow ware.	¥25,000
348.	White porcelain plate marked with the character "Kuan".	¥10,000
349.	White porcelain flattened flask ornamented with a cockscomb.	¥15,000
350.	Iron head of whistling arrow.	¥2,500
351.	Iron head of whistling arrow.	¥2,500
352-353.	Gilt silver saddle-ornaments. (2 pieces)	¥50,000
354.	Silver cup with stand.	¥25,000
355.	Gilt silver tassel-ornament for horse.	¥25,000
356-358.	Pottery actors. (3 pieces)	¥7,500
359-361.	Pottery actors and dancers. (3 pieces)	¥15,000
362.	*Ying-ching* statuette of Kuanyin.	¥1,000,000
363.	Openwork censer of three-coloured glazed pottery.	¥15,000
364.	Blue and white covered jar with floral design.	¥750,000
365.	Blue and white porcelain vase.	¥40,000
366.	Plate, Chun ware.	¥20,000
367.	*Ying-ching* brush-rest.	¥50,000

No.	Object	Value
368.	Porcelain jar decorated with two phoenixes in black on white ground.	¥60,000
369.	Blue and white covered bottle decorated with white dragon design.	¥1,000,000
370.	Blue and white ewer with floral design.	¥150,000
371.	Basin, Chun ware.	¥500,000
372.	Silver confectionery-box decorated with two phoenixes.	¥200,000
373.	Round box of lacquer ware carved with human figures.	¥100,000
374-385.	Toilet-articles and silver toilet-box with stand. (12 pieces)	¥300,000
Total		¥98,666,850

[RELATED NOTES]

No. 137 OCTOBER 28, 1974

EXCELLENCY,

I have the honor to refer to the exchange of letters and the agreement of October 28, 1974 relating to the holding in the United States of "The Exhibition of the Archeological Finds of the People's Republic of China."

The following discussion is intended to express the views and understandings of the United States Government concerning various elements of the letters and the Protocol which were raised during the course of the negotiations.

In connection with point 4 of your Letter, it is understood that the exhibits would be handed over to the U. S. side approximately eight days after the exhibition closes in Toronto and will be handed back to the Chinese Government in Peking approximately 13 days after the exhibition closes in Kansas City to a representative of the Chinese Government.

In connection with point 5 of Your Letter, it is understood that the phrase "during shipment from Toronto to Washington, or while they are in the United States or en route from Kansas City back to Peking," shall be taken to mean during the period subsequent to loading on the aircraft at Toronto Airport and prior to being handed back in Peking to a representative of the Chinese Government.

In further connection with point 5 of Your Letter, it is understood that in the event of partial loss or damage, indemnification shall be made in proportion to the loss or damage as such proportion may be agreed upon in friendly consultations between the two governments.

In connection with Article VI of the Agreement, it is understood that assembling the objects in Toronto, packing them, transporting them to the means of transport to the United States and loading them aboard the means of transport shall not be the responsibility of the United States side.

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

GEORGE H W BUSH

George H. W. Bush
Chief, United States Liaison Office

His Excellency
HSIAO T'E
Deputy Director
Information Department
Ministry of Foreign Affairs

TIAS 8154

74部新字第446号

美利坚合众国驻中华人民共和国联络处：

中华人民共和国外交部新闻司向美国驻华联络处致意，并谨通知：你处NO.137号来照中提到布什主任对余湛副部长和布什主任就中华人民共和国出土文物展览赴美展出事换文第五条的理解问题，特作如下说明：对换文第五条只能理解为：展品如遇损坏，美方将根据损坏的程度予以赔偿，而这种程度可由两国展览机构通过友好协商来确定。如有丢失或损失，美方应按展品估价给中方赔偿，不存在需经双方协商丢失或损失程度，再行赔偿的问题。

顺致崇高的敬意。

一九七四年十一月十三日于北京

Translation

(74)Bu-Xin-Zi No. 446

LIAISON OFFICE OF THE UNITED STATES OF AMERICA IN THE PEOPLE'S REPUBLIC OF CHINA:

The Information Department of the Ministry of Foreign Affairs of the People's Republic of China presents its compliments to the United States Liaison Office and has the honor to refer to your note No. 137 concerning the question of the understanding on Point 5 of the exchange of letters between Chief [of the Liaison Office] Bush and Vice Foreign Minister Yu Chan on the question of the holding in the United States of the Exhibition of Archaeological Finds of the People's Republic of China. We would like to clarify that Point 5 in the exchange of letters can only be understood as follows: in case of damage to the objects, the United States side shall make compensation based on the proportion of damage, and this proportion of damage may be agreed upon in friendly consultations between the exhibition bodies of the two countries. If objects are lost, or suffer total loss through damage, the United States side shall compensate the Chinese side based on the valuations of the objects. No question exists of a need for the two sides to consult on the proportion of damage for lost objects, or for objects suffering total loss through damage, prior to making compensation.

Assuring you of our highest consideration,

November 13, 1974, PEKING

[SEAL]

[AMENDING AGREEMENT]

APRIL 15, 1975

HO YING, *Vice Minister of Foreign Affairs*
People's Republic of China

EXCELLENCY:

I have the honor to refer to the exchange of letters and the agreement of October 28, 1974, relating to the holding in the United States of the "Exhibition of Archeological Finds of the People's Republic of China."

In order to provide for the holding of the exhibition additionally at the Asian Art Museum, San Francisco, California, I propose the following changes in the agreement:

1. The second sentence of the preamble of the letter of Yu Chan, Vice Foreign Minister of the People's Republic of China, shall read as follows: "I have the honor to inform Your Excellency that, with a

view to promoting understanding and friendship between the Chinese and American peoples, the Chinese Government is agreeable to the holding of this exhibition at the National Gallery of Art in Washington, D.C., at the Nelson Gallery-Atkins Museum in Kansas City, Missouri, and at the Asian Art Museum, San Francisco, California, from December 8, 1974, to August 28, 1975."

2. In point 5 of the letter, "San Francisco, California" shall be substituted for "Kansas City, Missouri."

3. Point 6 of the letter shall read as follows: "The United States Government shall be responsible for the cost of transportation of the objects from Toronto to Washington, D.C., from Washington, D.C., to Kansas City, Missouri, from Kansas City, Missouri, to San Francisco, California, and from San Francisco, California, to Peking. The means of transport shall be provided by the United States side."

The United States body responsible for holding the Exhibition in San Francisco, California, is still the U.S. Committee for the Exhibition of Archeological Finds of the People's Republic of China of the National Gallery of Art of the United States of America. The October 28, 1974, agreement between the responsible United States and Chinese bodies on the holding of the said Exhibition in the United States shall cover the holding of the Exhibition in San Francisco, California.

If Your Excellency would kindly confirm the above points in a letter of reply, this letter and Your Excellency's reply shall constitute an agreement between our two sides.

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

GEORGE H W BUSH

George Bush
Chief, United States Liaison Office
in the People's Republic of China

美利坚合众国驻中华人民共和国联络处主任

乔治·赫·沃·布什先生阁下：

我谨提及今天阁下为《中华人民共和国出土文物展览》增加去加利福尼亚州旧金山市展出的来函。该函内容如下：

"我谨提及一九七四年十月二十八日，关于在美国举办《中华人民共和国出土文物展览》的换文和议定书。

为了规定可以在原计划外，增加在加利福尼亚州旧金山市的亚洲美术馆举办该展览，我建议对协议作如下的修改：

一、中华人民共和国外交部副部长余湛的来函前言第二句改为：'为促进中美两国人民的了解和友谊，我荣幸地通知阁下，中国政府同意该展览于一九七四年十二月八日至一九七五年八月二十八日在哥伦比亚特区华盛顿国立美术馆、密苏里州堪萨斯城纳尔逊美术馆——阿特金斯博物馆和加利福尼亚州旧金山市亚洲美术馆展出。'

二、来函第五点，以'加利福尼亚州旧金山市'代替'密苏里州堪萨斯城'。

三、来函第六点改为：'美国政府负担展品从多伦多到哥伦比亚特区华盛顿、从哥伦比亚特区华盛顿到密苏里州

堪萨斯城、从密苏里州堪萨斯城到加利福尼亚州旧金山市、从加利福尼亚州旧金山市到北京的运输费用。运输工具由美方解决。'

美方负责在加利福尼亚州旧金山市展出的展览机构仍是美利坚合众国国立美术馆中华人民共和国出土文物展览美国委员会。一九七四年十月二十八日，两国展览机构就该展览去美国展出的议定书，将适用于在加利福尼亚州旧金山市的展出。

以上意见如蒙阁下复函确认，本函和阁下的复函即成为我们双方间的一项协议。"

我谨通知阁下，中华人民共和国政府根据美利坚合众国政府的要求，同意《中华人民共和国出土文物展览》在密苏里州堪萨斯城展毕后，去加利福尼亚州旧金山市展出，并同意阁下来函所述意见。阁下来函和本复函即构成我们双方间的一项协议，并作为一九七四年十月二十八日双方换文的组成部分。

顺致最崇高的敬意。

中华人民共和国
外交部副部长 何英

一九七五年四月十五日于北京

Translation

PEKING, *April 15, 1975*

His Excellency Mr. GEORGE H. W. BUSH,
Chief of the Liaison Office of the United States of America in the People's Republic of China

EXCELLENCY:

I have the honor to refer to Your Excellency's letter of today on the holding of the "Exhibition of Archeological Finds of the People's Republic of China" additionally in San Francisco, California. The contents of the letter are quoted below:

"I have the honor to refer to the exchange of letters and the agreement of October 28, 1974, relating to the holding in the United States of the 'Exhibition of Archeological Finds of the People's Republic of China.'

"In order to provide for the holding of the exhibition additionally at the Asian Art Museum, San Francisco, California, I propose the following changes in the agreement:

"1. The second sentence of the preamble of the letter of Yu Chan, Vice Foreign Minister of the People's Republic of China, shall read as follows: 'I have the honor to inform Your Excellency that, with a view to promoting understanding and friendship between the Chinese and American peoples, the Chinese Government is agreeable to the holding of this exhibition at the National Gallery of Art in Washington, D.C., at the Nelson Gallery-Atkins Museum in Kansas City, Missouri, and at the Asian Art Museum, San Francisco, California, from December 8, 1974, to August 28, 1975.'

"2. In point 5 of the letter, 'San Francisco, California' shall be substituted for 'Kansas City, Missouri.'

"3. Point 6 of the letter shall read as follows: 'The United States Government shall be responsible for the cost of transportation of the objects from Toronto to Washington, D.C., from Washington, D.C., to Kansas City, Missouri, from Kansas City, Missouri, to San Francisco, California, and from San Francisco, California, to Peking. The means of transport shall be provided by the United States side.'

"The United States body responsible for holding the Exhibition in San Francisco, California, is still the U.S. Committee for the Exhibition of Archeological Finds of the People's Republic of China of the National Gallery of Art of the United States of America. The October 28, 1974, agreement between the responsible United States and Chinese bodies on the holding of the said Exhibition in the United States shall cover the holding of the Exhibition in San Francisco, California.

"If Your Excellency would kindly confirm the above points in a letter of reply, this letter and Your Excellency's reply shall constitute an agreement between our two sides."

I have the honor to inform Your Excellency that, at the request of the Government of the United States of America, the Government of the People's Republic of China agrees that the "Exhibition of Archeological Finds of the People's Republic of China" will be held in San Francisco, California, after being held in Kansas City, Missouri, and that it confirms the points in Your Excellency's letter. Your Excellency's letter and the present letter of reply constitute an agreement between our two sides and become an integral part of the October 28, 1974 exchange of letters between the two sides.

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

HO YING

Vice-Minister of Foreign Affairs of the People's Republic of China

April 15, 1975

No. 61

Excellency,

I have the honor to refer to Note No. 137 with respect to the views and understandings of the United States Government concerning various elements of letters and protocol involved in the agreement of October 28, 1974, relating to the holding in the United States of "The Exhibition of Archeological Finds of the People's Republic of China."

In order to conform with the holding of the exhibition additionally in the Asian Art Museum, San Francisco, California, I have the honor to state that in paragraphs 3 and 4 of Note No. 137 "Kansas City" should be changed to "San Francisco."

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

GEORGE H W BUSH

George H. W. Bush
Chief, United States
Liaison Office

His Excellency,
Hsiao T'e
Deputy Director
Information Department
Ministry of Foreign Affairs

A G R E E M E N T

BETWEEN

THE U.S. COMMITTEE FOR THE EXHIBITION OF ARCHEOLOGICAL FINDS OF THE PEOPLE'S REPUBLIC OF CHINA OF THE NATIONAL GALLERY OF ART OF THE UNITED STATES OF AMERICA

AND THE

COMMITTEE FOR THE ORGANIZATION OF EXHIBITIONS OF ARCHEOLOGICAL FINDS OF THE PEOPLE'S REPUBLIC OF CHINA

CONCERNING THE EXHIBITION OF

ARCHEOLOGICAL FINDS OF THE PEOPLE'S REPUBLIC OF CHINA

Subject to the exchange of letters between Yu Chan, Vice-Minister of Foreign Affairs of the People's Republic of China, and George H.W. Bush, Chief of the Liaison Office of the United States of America to China, concerning the Exhibition of Archeological Finds of the People's Republic of China, the U.S. Committee for the Exhibition of Archeological Finds of the People's Republic of China of the National Gallery of Art of the United States of America (hereinafter referred to as the U.S. side) and the Committee for the Organization of Exhibitions of Archeological Finds of the People's Republic of China (hereinafter referred to as the Chinese side) have agreed as follows:

Article I

The Chinese side shall provide the U.S. side with the objects to be exhibited. Annex A to the above-mentioned exchange of letters contains a list of the objects, and Annex B gives their individual valuations.

The U.S. side shall make no alterations in regard to the name, foreword, charts and captions of the Exhibition and the order of display of the objects as prescribed by the Chinese side.

Article II

Each object shall be photographed, and, where an object has been damaged or repaired, as many photographs as are necessary will be taken of it. At the time of handing over in Toronto and Peking, the representatives of both sides shall verify these photographs with the objects and sign the relevant photographs. The U.S. side is responsible for returning the original objects to the Chinese side.

68-569 O - 76 - 67

Article III

The procedure for handing over the objects from the Chinese side to the U.S. side shall take place in Toronto. Representatives of both sides shall be present at the moment of handover and packing. Each object shall be examined and a report written on it, which shall be signed by the representatives of both sides. When the objects are unpacked after arrival in the United States, the representatives of both sides shall examine the objects and write and sign reports on them.

Article IV

When the objects are returned to Peking after close of the Exhibition and when they are handed over by the U.S. side to the Chinese side, the representatives of both sides shall examine the condition of the objects and sign the reports which they have written on them.

Article V

After the objects have been put into showcases in the United States, the showcases shall be immediately sealed with pieces of paper on which the representatives of both sides have affixed their signatures, and neither side may break the seals unilaterally. While the objects are in the United States, they may not be taken out of the showcases for reproduction, copying or photographing without permission of the Chinese side.

Article VI

With the exception of the costs of transportation of the objects as provided for in the exchange of letters between Vice-Foreign Minister Yu Chan and Chief of the U.S. Liaison Office George H.W. Bush concerning the Exhibition of Archeological Finds of the People's Republic of China, the other costs of the Exhibition shall be dealt with according to the following provisions:

(1) The Chinese side shall bear the costs of assembling the objects and packing them in China.

(2) The U.S. side shall bear all the costs connected with the mounting of the Exhibition in the United States and prior to their handover to the Chinese side in Peking.

(3) The Chinese side will send four officials and one interpreter to escort the Exhibition. Their travel costs to and from the United States shall be paid by the Chinese side. The U.S. side shall bear the board, lodging, travelling and medical costs while the four officials and interpreter are in the United States.

Article VII

The proceeds of the Exhibition will go to the U.S. side.

Article VIII

The Chinese side shall supply the U.S. side with the documentaries "New Discoveries in Archeology" and "Cultural Relics Discovered During the Cultural Revolution" for showing in the United States.

Article IX

Any differences which may arise in carrying out the terms of this Agreement shall be settled through consultations between the representatives of the two sides. If necessary, these differences shall be referred to the official organs of the two countries.

Article X

This Agreement shall come into force on signature and shall remain in force until the complete fulfillment by the two sides of all their obligations arising therefrom.

Done in duplicate at Peking on October 28, 1974, in the English and Chinese languages, both texts being equally authentic.

For the
U.S. Committee for the Exhibition of Archeological Finds of the People's Republic of China of the National Gallery of Art of the United States of America

[1]

For the
Committee for the Organization of Exhibitions of Archeological Finds of the People's Republic of China

[2]

[1] George H. W. Bush
[2] Wang Yeh-Chiu

中华人民共和国出土文物展览工作委员会和美利坚合众国国立美术馆中华人民共和国出土文物展览美国委员会关于《中华人民共和国出土文物展览》议定书

中华人民共和国出土文物展览工作委员会（以下简称中方）和美利坚合众国国立美术馆中华人民共和国出土文物展览美国委员会(以下简称美方)遵照中华人民共和国外交部副部长余湛和美利坚合众国驻华联络处主任乔治·赫·沃·布什关于《中华人民共和国出土文物展览》的换文，达成协议如下：

第 一 条

中方向美方提供展出的展品。展品目录见上述换文附件甲。展品单项估价见上述换文附件乙。

美方对中方关于展览的名称、前言、图表、文字说明和展品陈列的顺序不予改动。

第 二 条

每件展品均拍照片，破损或修补的展品另拍必要的照片，在多伦多和北京点交时，由双方代表核对实物，并在照片上签字。美方负责将展品原件交还中方。

第 三 条

中方在多伦多向美方办理点交手续。点交装箱时双方代表均应在场，对每件展品进行检查，写出记录，由双方代表签字。抵美后的开箱，亦由双方代表检查展品，写出记录并签字。

第 四 条

展览结束展品运回北京后，美方向中方点交展品，由双方代表检查展品状况，写出记录并签字。

第 五 条

展品在美放入展馆的展柜后，即由双方代表签封，任何一方不得启封。在美期间非经中方同意，不得提取进行复制、临摹或摄影。

第 六 条

除余湛副部长和乔治·赫·沃·布什主任关于《中华人民共和国出土文物展览》换文规定的有关展品运输费用外，对展出的其他费用作如下规定：

(一)展品在中国的汇集、包装费用由中方负担。

(二)展品在美国展出的一切费用和在北京点交给中方前的费用由美方负担。

(三)中方将派出四名随展人员和一名翻译，旅费由中方负担，在美期间的食宿、交通、医疗费用由美方负担。

第 七 条

展览收入归美方。

第 八 条

中方向美方提供《考古新发现》和《文化大革命中出土文物》电影纪录片，供美方放映。

第 九 条

双方在执行本议定书时，如有不同意见，应由双方代

表协商解决。必要时，提交两国官方机构解决。

第 十 条

本议定书自签字之日起生效。有效期至双方履行完毕一切义务之日止。

本议定书于一九七四年十月二十八日在北京签订，共两份。每份都用中文和英文写成。两种文本具有同等效力。

中华人民共和国出土文物展览工作委员会代表	美利坚合众国国立美术馆中华人民共和国出土文物展览美国委员会代表

ISRAEL

Early Warning System

Agreement signed at Jerusalem September 1, 1975; Entered into force October 13, 1975.

The Secretary of State to the Israeli Prime Minister

THE SECRETARY OF STATE
WASHINGTON

SEPTEMBER 1, 1975

DEAR MR. PRIME MINISTER:

I have the honor to transmit to you the text which follows of a letter to Your Excellency from the President of the United States:

"DEAR MR. PRIME MINISTER:

In the context of Secretary Kissinger's discussions with you on the Agreement between Egypt and Israel now being concluded, I am transmitting the attached Proposal as part of that Agreement. I am simultaneously transmitting the attached Proposal to the President of Egypt.[1]

Our receipt of the attached Proposal signed by a representative of your government will constitute acceptance subject to the signature of the same Proposal by a representative of the Government of Egypt.

As soon as the Congress of the United States has given its approval to United States participation in the Early Warning System I will notify you, and this Proposal shall be regarded as an agreement between us.

Sincerely,

GERALD R. FORD

Gerald R. Ford

His Excellency
YITZHAK RABIN,
Prime Minister of Israel"

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[1] TIAS 8156; *post*, p. 2278.

The signed original of this letter will be forwarded to you.

Respectfully,

HENRY A. KISSINGER

Henry A. Kissinger

Attachment:
Proposal.

His Excellency
YITZHAK RABIN,
Prime Minister of Israel

PROPOSAL

In connection with the Early Warning System referred to in Article IV of the Agreement between Egypt and Israel concluded on this date and as an integral part of that Agreement, (hereafter referred to as the Basic Agreement), the United States proposes the following:

1. The Early Warning System to be established in accordance with Article IV in the area shown on the map attached to the Basic Agreement will be entrusted to the United States. It shall have the following elements:
   a. There shall be two surveillance stations to provide strategic early warning, one operated by Egyptian and one operated by Israeli personnel. Their locations are shown on the map attached to the Basic Agreement. Each station shall be manned by not more than 250 technical and administrative personnel. They shall perform the functions of visual and electronic surveillance only within their stations.
   b. In support of these stations, to provide tactical early warning and to verify access to

them, three watch stations shall be established by the United States in the Mitla and Giddi Passes as will be shown on the map attached to the Basic Agreement. These stations shall be operated by United States civilian personnel. In support of these stations, there shall be established three unmanned electronic sensor fields at both ends of each Pass and in the general vicinity of each station and the roads leading to and from those stations.

2. The United States civilian personnel shall perform the following duties in connection with the operation and maintenance of these stations.

   a. At the two surveillance stations described in paragraph 1 a. above, United States civilian personnel will verify the nature of the operations of the stations and all movement into and out of each station and will immediately report any detected divergency from its authorized role of visual and electronic surveillance to the Parties to the Basic Agreement and to the United Nations Emergency Force.

b. At each watch station described in paragraph 1 b. above, the United States civilian personnel will immediately report to the Parties to the Basic Agreement and to the United Nations Emergency Force any movement of armed forces, other than the United Nations Emergency Force, into either Pass and any observed preparations for such movement.

c. The total number of United States civilian personnel assigned to functions under this Proposal shall not exceed 200. Only civilian personnel shall be assigned to functions under this Proposal.

3. No arms shall be maintained at the stations and other facilities covered by this Proposal, except for small arms required for their protection.

4. The United States personnel serving the Early Warning System shall be allowed to move freely within the area of the System.

5. The United States and its personnel shall be entitled to have such support facilities as are reasonably necessary to perform their functions.

6. The United States personnel shall be immune from local criminal, civil, tax and customs jurisdiction and may be accorded any other specific privileges and immunities provided for in the United Nations Emergency Force agreement of February 13, 1957.

7. The United States affirms that it will continue to perform the functions described above for the duration of the Basic Agreement.

8. Notwithstanding any other provision of this Proposal, the United States may withdraw its personnel only if it concludes that their safety is jeopardized or that continuation of their role is no longer necessary. In the latter case the Parties to the Basic Agreement will be informed in advance in order to give them the opportunity to make alternative arrangements. If both Parties to the Basic Agreement request the United States to conclude its role under this Proposal, the United States will consider such requests conclusive.

9. Technical problems including the location of the watch stations will be worked out through consultation with the United States.

Henry A. Kissinger
Secretary of State

Accepted by:

Yitzhak Rabin
Prime Minister of Israel

EGYPT

Early Warning System

Agreement signed at Alexandria September 1, 1975; Entered into force October 13, 1975.

The Secretary of State to the Egyptian President

THE SECRETARY OF STATE
WASHINGTON

SEPTEMBER 1, 1975

DEAR MR. PRESIDENT:

I have the honor to transmit to you the text which follows of a letter to Your Excellency from the President of the United States:

"DEAR MR. PRESIDENT:

In the context of Secretary Kissinger's discussions with you on the Agreement between Egypt and Israel now being concluded, I am transmitting the attached Proposal as part of that Agreement. I am simultaneously transmitting the attached Proposal to the Prime Minister of Israel.[1]

Our receipt of the attached Proposal signed by a representative of your government will constitute acceptance subject to the signature of the same Proposal by a representative of the Government of Israel.

As soon as the Congress of the United States has given its approval to United States participation in the Early Warning System I will notify you, and this proposal shall be regarded as an agreement between us.

Sincerely,

GERALD R. FORD

Gerald R. Ford

His Excellency
ANWAR AL-SADAT,
President of the Arab Republic of Egypt,
Cairo."

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[1] TIAS 8155; *ante*, p. 2271.

The signed original of this letter will be forwarded to you.

Respectfully,

HENRY A. KISSINGER

Henry A. Kissinger

Attachment:
Proposal

His Excellency
ANWAR AL-SADAT,
President of the Arab Republic of Egypt.

TIAS 8156

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PROPOSAL

In connection with the Early Warning System referred to in Article IV of the Agreement between Egypt and Israel concluded on this date and as an integral part of that Agreement, (hereafter referred to as the Basic Agreement), the United States proposes the following:

1. The Early Warning System to be established in accordance with Article IV in the area shown on the map attached to the Basic Agreement will be entrusted to the United States. It shall have the following elements:
   a. There shall be two surveillance stations to provide strategic early warning, one operated by Egyptian and one operated by Israeli personnel. Their locations are shown on the map attached to the Basic Agreement. Each station shall be manned by not more than 250 technical and administrative personnel. They shall perform the functions of visual and electronic surveillance only within their stations.
   b. In support of these stations, to provide tactical early warning and to verify access to

them, three watch stations shall be established by the United States in the Mitla and Giddi Passes as will be shown on the map attached to the Basic Agreement. These stations shall be operated by United States civilian personnel. In support of these stations, there shall be established three unmanned electronic sensor fields at both ends of each Pass and in the general vicinity of each station and the roads leading to and from those stations.

2. The United States civilian personnel shall perform the following duties in connection with the operation and maintenance of these stations.

   a. At the two surveillance stations described in paragraph 1 a. above, United States civilian personnel will verify the nature of the operations of the stations and all movement into and out of each station and will immediately report any detected divergency from its authorized role of visual and electronic surveillance to the Parties to the Basic Agreement and to the United Nations Emergency Force.

b. At each watch station described in paragraph 1 b. above, the United States civilian personnel will immediately report to the Parties to the Basic Agreement and to the United Nations Emergency Force any movement of armed forces, other than the United Nations Emergency Force, into either Pass and any observed preparations for such movement.

c. The total number of United States civilian personnel assigned to functions under this Proposal shall not exceed 200. Only civilian personnel shall be assigned to functions under this Proposal.

3. No arms shall be maintained at the stations and other facilities covered by this Proposal, except for small arms required for their protection.

4. The United States personnel serving the Early Warning System shall be allowed to move freely within the area of the System.

5. The United States and its personnel shall be entitled to have such support facilities as are reasonably necessary to perform their functions.

6. The United States personnel shall be immune from local criminal, civil, tax and customs jurisdiction and may be accorded any other specific privileges and immunities provided for in the United Nations Emergency Force agreement of February 13, 1957.

7. The United States affirms that it will continue to perform the functions described above for the duration of the Basic Agreement.

8. Notwithstanding any other provision of this Proposal, the United States may withdraw its personnel only if it concludes that their safety is jeopardized or that continuation of their role is no longer necessary. In the latter case the Parties to the Basic Agreement will be informed in advance in order to give them the opportunity to make alternative arrangements. If both Parties to the Basic Agreement request the United States to conclude its role under this Proposal, the United States will consider such requests conclusive.

9. Technical problems including the location of the watch stations will be worked out through consultation with the United States.

Henry A. Kissinger
Secretary of State

Accepted by:

Mamdouh Salem
Prime Minister of the
Arab Republic of Egypt

MALAYSIA

Air Transport Services

Agreement amending the agreement of February 2, 1970.
Effected by exchange of notes
Signed at Kuala Lumpur September 6, 1974 and February 5, 1975;
Entered into force February 5, 1975.
With memorandum of consultation
Signed at Kuala Lumpur July 1, 1974.

The American Ambassador to the Malaysian Deputy Secretary General (Economics), Ministry of Foreign Affairs

No. 219

EXCELLENCY:

I have the honor to refer to the Civil Aviation negotiations that took place in Kuala Lumpur between delegations representing the Government of the United States of America and the Government of Malaysia from June 27, 1974, to July 1, 1974, to amend the United States-Malaysian Air Transport Agreement of February 2, 1970.[1] The following represents the understanding of my Government with respect to the agreements reached in these negotiations:

1. In Article 1, Paragraph B, for the word "Transport" appearing in Line 3 thereof the word "Communications" be substituted.

2. Article 6 be renumbered as 6A and immediately thereafter the following new Paragraph B be added:

"B. The competent aeronautical authorities of each contracting party may request consultations concerning the safety and security standards and requirements relating to aeronautical facilities, airmen, aircraft, and the operation of the designated airline or airlines which are maintained and administered by the other contracting party."

3. In Article 13, Paragraph A for the second sentence there be substituted the sentence "Such airline shall have the right to sell such transportation, and any person shall purchase such transportation in currencies that are permitted by the laws and regulations of the contracting party in whose territory the sales and purchases take place."

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[1] TIAS 6822; 21 UST 379. [Footnote added by the Department of State.]

4. Article 13, Paragraph C be amended to read as follows:

"C. Each designated airline shall have the right to convert and remit to its country local revenues in excess of sums locally disbursed. The procedure for such remittance shall be in accordance with the foreign exchange regulations of the contracting party in the territory of which the revenues accrued. Conversion and remittance shall be permitted promptly at the prevailing rate of exchange for the sale of transportation at the time such revenues are presented for conversion and remittance and shall, if permitted by national law, be exempted from taxation to the fullest extent so permitted. If a contracting party does not have a convertible currency and requires the submission of applications for conversion and remittance, the designated airline or airlines of the other contracting party shall be permitted to file such applications as often as weekly free of burdensome or discriminatory documentary requirements."

If the Government of Malaysia agrees to the amendments set forth in this Note, I propose that this Note, together with Your Excellency's Note in reply, be considered as amending the Air Transport Agreement of February 2, 1970, and that these Amendments enter into force on the date of Your Excellency's Note in reply.

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

F. T. UNDERHILL JR.

His Excellency DATUK AHMAD ZAINAL ABIDIN BIN MOHD. YUSOF,
Deputy Secretary General (Economics),
Ministry of Foreign Affairs,
Wisma Putra,
Kuala Lumpur.

EMBASSY OF THE UNITED STATES OF AMERICA,
KUALA LUMPUR, *September 6, 1974.*

The Malaysian Ministry of Foreign Affairs to the American Ambassador

CU12/75

EXCELLENCY:

With reference to your Excellency's Note No. 219 dated 6th September 1974, I have the honour to confirm that the following Amendments to the Air Transport Agreement of 2nd February, 1970 between the Government of Malaysia and the Government of the United States also represent the understanding of the Government of Malaysia—

1. In Article 1, Paragraph B, for the word "Transport" appearing in Line 3 thereof the word "Communications" be substituted.
2. Article 6 be renumbered as 6A and immediately thereafter the following new Paragraph B be added:

   "B. The competent aeronautical authorities of each contracting party may request consultations concerning the safety and security standards and requirements relating to aeronautical facilities, airmen, aircraft, and the operation of the designated airline or airlines which are maintained and administered by the other contracting party."
3. In Article 13, Paragraph A for the second sentence there be substituted the sentence "Such airline shall have the right to sell such transportation, and any person shall purchase such transportation in currencies that are permitted by the laws and regulations of the contracting party in whose territory the sales and purchases take place."
4. Article 13, Paragraph C be amended to read as follows:

   "C. Each designated airline shall have the right to convert and remit to its country local revenues in excess of sums locally disbursed. The procedure for such remittance shall be in accordance with the foreign exchange regulations of the contracting party in the territory of which the revenues accrued. Conversion and remittance shall be permitted promptly at the prevailing rate of exchange for the sale of transportation at the time such revenues are presented for conversion and remittance and shall, if permitted by national law, be exempted from taxation to the fullest extent so permitted. If a contracting party does not have a convertible currency and requires the submission of applications for conversion and remittance, the designated airline or airlines of the other contracting party shall be permitted to file such applications as often as weekly free of burdensome or discriminatory documentary requirements."

I also have the honour to confirm that Your Excellency's Note mentioned above and this Note be considered as constituting the Amendments to the said Air Transport Agreement and that the Amendments shall enter into force with effect from the date of this Note.

His Excellency FRANCIS T. UNDERHILL, JR.,
Ambassador of The United States of America,
Kuala Lumpur.

MINISTRY OF FOREIGN AFFAIRS,
Wisma Putra,
Kuala Lumpur.
5th February, 1975.

MEMORANDUM OF CONSULTATION

1. Delegations representing the Governments of Malaysia and the United States of America met in Kuala Lumpur from June 27 to 29, 1974 for the purpose of reviewing the bilateral Air Transport Agreement dated February 2, 1970. Delegation lists are at Attachment A.[1]

2. The two Delegations reviewed the text of the aforesaid Agreement and reached ad referendum agreement on the amendment of Articles 1 B, 6 and 13. Revised texts are at Attachment B.[1] After completion of respective clearance procedures these amendments will be brought into effect by an exchange of Diplomatic Notes.

3. The two Delegations took note of the intention of the Malaysian Government to defer for the time being the establishment of a route for Malaysia in the Route Schedule of the Agreement. The Malaysian Delegation expressed the view that under the circumstances it did not consider it appropriate that the Route Schedule should be fully implemented on the United States side. The United States Delegation, without prejudice to the United States position, stated that the operating plans for Pan American over the near term indicated below should not pose any difficulties for the Malaysian side. The Malaysian

[1] Not printed. [Footnote added by the Department of State.]

Delegation agreed that Pan American's indicated operating plans could be implemented without difficulty on the basis of reciprocity

PAN AMERICAN OPERATING PLANS

Points in United States via intermediate points* to KUALA LUMPUR in both directions.

On all services, traffic rights on fifth freedom sectors operated by Malaysian Airline System will not be implemented in both directions, with the exception of the carrier's own stopover rights, provided that on days on which Malaysian Airline System does not operate any of its services in the same direction, PAN AMERICAN may exercise solely all cargo rights on such sectors.

*Such points may also be used as beyond points.

4. The Malaysian Delegation stated that, without prejudice to the ultimate determination of the Malaysian Route in the Route Schedule, the Malaysian carrier might wish to commence near term all-cargo operations to the United States on the routing indicated below The United States Delegation expressed its view that such operations would not pose any difficulties and stated that sympathetic consideration on the basis of reciprocity would be accorded by the United States Civil Aeronautics Board to any application for such service by the Malaysian carrier.

MALAYSIAN AIRLINE SYSTEM OPERATING PLANS

Points in Malaysia via intermediate points* to a Point in the West Coast of United States.

On all cargo services traffic rights on fifth freedom sectors will not be implemented, with the exception of the carrier's own stopover rights, on sectors operated by PAN AMERICAN on days on which PAN AMERICAN operates any of its services in the same direction.

* Such points may also be used as beyond points.

5. This Memorandum of Consultation shall supercede the Memorandum of Consultation dated September 30, 1969.[1]

John S. Meadows
(For the Delegation of the United States of America)

Ibrahim bin Mahmud
(For the Delegation of Malaysia)

KUALA LUMPUR
1st July, 1974

[1] Not printed. [Footnote added by the Department of State.]

TANZANIA

Agricultural Commodities

Agreement signed at Dar es Salaam May 23, 1975;
Entered into force May 23, 1975.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA FOR THE SALE OF AGRICULTURAL COMMODITIES

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

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

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

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

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

Desiring to set forth the understandings that will govern the sales of agricultural commodities to the importing country pursuant to Title I of the Agricultural Trade Development and Assistance Act, as amended [1] (hereinafter referred to as the Act), and the measures that the two Governments will take individually and collectively in furthering the above-mentioned policies;

Have agreed as follows:

[1] 80 Stat. 1526; 7 U.S.C. 1701 *et seq.*

PART I - GENERAL PROVISIONS

ARTICLE I

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

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

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

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

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

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

the applicable approximate maximum quantity specified in Part II.

F. The Government of the exporting country shall bear the ocean freight differential for commodities the Government of the exporting country requires to be transported in United States flag vessels (approximately 50 percent by weight of the commodities sold under the agreement). The ocean freight differential is deemed to be the amount, as determined by the Government of the exporting country, by which the cost of ocean transportation is higher (than would otherwise be the case) by reason of the requirement that the commodities be transported in United States flag vessels. The Government of the importing country shall have no obligation to reimburse the Government of the exporting country for the ocean freight differential borne by the Government of the exporting country.

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

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

ARTICLE II

A. Initial Payment

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

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 request 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.

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

E. Deposit of Payments

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

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

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

F. Sales Proceeds

The total amount of the proceeds accruing to the importing country from the sale of commodities financed under this agreement, to be applied to the economic development purposes set forth in Part II of this agreement, shall be not less than the local currency equivalent of the dollar disbursement by the Government of the exporting country in connection with the financing of the commodities (other than the ocean freight differential), provided, however, that the sales proceeds to be so applied shall be reduced by the Currency Use Payment, if any, made by the Government of the importing country. The exchange rate to be used in calculating this local currency equivalent shall be the rate at which the central monetary authority of the importing country, or its authorized agent, sells foreign exchange for local currency in connection with the commercial import of the same commodities. Any such accrued proceeds that are loaned

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

G. Computations

The computation of the Initial Payment, Currency Use Payment and all payments of principal and interest under this agreement shall be made in United States dollars.

H. Payments

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

1. The payments shall be made in readily convertible currencies of third countries at a mutually agreed rate of exchange and shall be used by the Government of the exporting country for payment of its obligations, or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement; or
2. The payments shall be made in local currency at the applicable exchange rate specified in Part I, Article III, G of this agreement in effect on the date of payment and shall, at the option of the Government of the exporting country, be converted to United States dollars at the same rate, or used by the Government of the exporting country for payment of its obligations or, in the case of Currency Use Payments, used for the purposes set forth in Part II of this agreement in the importing country.

ARTICLE III

A. World Trade

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

1. insure that total imports from the exporting country and other friendly countries into the importing country paid for with the resources of the importing country will equal at least the quantities of agricultural commodities as may be specified in the Usual Marketing table set forth in Part II during each import period specified in the table and during each subsequent comparable period in which commodities financed under this agreement are being delivered. The imports of commodities to satisfy these usual marketing requirements for each import period shall be in addition to purchases financed under this agreement.

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

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

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

B. Private Trade

In carrying out the provisions of this agreement, the two Governments shall seek to assure conditions of commerce permitting private traders to function effectively.

C. Self-Help

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

D. Reporting

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

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

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

3. a statement of the measures it has taken to implement the provisions of Sections A2 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 (United States Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Rice	1975	20,000	$ 8.04
		TOTAL	$ 8.04

Item II. Payment Terms:

Convertible Local Currency Credit

1. Initial Payment - 5 percent
2. Currency Use Payment - Section 104(a) - 5 percent
3. Number of Installment Payments - 31
4. Balance Payable - Approximately equal annual installments.
5. Due Date of First Installment Payment - Ten years after date of last delivery of commodities in each calender year.
6. Initial Interest Rate - 2 percent
7. Continuing Interest Rate - 3 percent

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Rice	1975	NONE

Item IV. Export Limitations:

A. The export limitation period shall be fiscal year 1975 or any subsequent 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 the form of paddy, brown or milled.

Item V. Self-Help Measures:

The Government of the United Republic of Tanzania agrees to:

1. Expand and improve food storage and distribution facilities.
2. Improve livestock production through expansion of veterinary services, provision of stock routes and other marketing activities.

3. Accord high priority and allocate sufficient resources to increase food production.

4. To develop the agricultural sector and related rural development programs with a view toward increasing rural productivity

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 the agreement and for the following economic development sector: Agricultural Development.

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 Dar es Salaam in duplicate, this 23rd day of May, 1975.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

W. Beverly Carter, Jr.
Ambassador to Tanzania

FOR THE GOVERNMENT OF THE UNITED REPUBLIC OF TANZANIA

K. A. Malima, Principal Secretary
Ministry of Finance

SOCIALIST REPUBLIC OF ROMANIA

Trade Relations

Agreement signed at Bucharest April 2, 1975;
Entered into force August 3, 1975.
With joint statement
Issued at Washington December 5, 1973.

AGREEMENT

on trade relations between the United States of America and the Socialist Republic of Romania

The Government of the United States of America and the Government of the Socialist Republic of Romania;

Conscious of the long-standing friendship between their countries and the American and Romanian peoples;

Desiring to develop their 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]

Having agreed that commercial and economic ties are an important element in the general strengthening of their bilateral relations;

Believing that an agreement embodying undertakings and arrangements for the conduct of trade between their countries will serve the interests of both peoples;

Acknowledging that favorable conditions exist for the further expansion of trade between their countries;

Recognizing that it is to their mutual advantage to continue to develop their commercial relations,

Have agreed as follows:

Article I

MOST FAVORED NATION TREATMENT

1. Both Parties reaffirm the importance of their participation in the General Agreement on Tariffs and Trade [3] and the importance of the provisions and principles of the General Agreement on Tariffs and Trade for their respective economic policies. Accordingly, the Parties shall apply between themselves the provisions of the General Agreement, the Protocol for the Accession of Romania of October 15, 1971 to that Agreement, and Annexes to that Protocol including Annex B.

2. As provided in the General Agreement on Tariffs and Trade, the

[1] TIAS 7746; 24 UST 2257.
[2] For text, see p. 2342.
[3] TIAS 1700; 61 Stat., pts. 5 and 6.

Parties agree to grant each other's products most-favored-nation treatment immediately and unconditionally with respect to customs duties and charges of any kind imposed on or in connection with importation or exportation, and with respect to the method of levying such duties and charges, and with respect to all rules and formalities in connection with importation and exportation, and as otherwise provided in the General Agreement on Tariffs and Trade, provided that to the extent that this or any other provision of the General Agreement on Tariffs and Trade is inconsistent with any subsequent provision of this Agreement, the latter shall apply.

3. The Parties agree to maintain a satisfactory balance of concessions in trade and services during the period of this Agreement, and in particular to reciprocate satisfactorily reductions by the other Party in tariffs and non-tariff barriers to trade that result from multilateral negotiations. In this respect, it is noted that Romania, as a developing country, could be eligible for treatment accorded to developing countries.

Article II

EXPANSION OF TRADE

1. The Parties shall take appropriate measures, in accordance with applicable laws and regulations, to encourage and facilitate the exchange of goods and services between the two countries on the basis of mutual advantage in accordance with the provisions of this Agreement. In expectation of such joint efforts, both Governments envision that total bilateral trade in comparison with the period 1972-1974 will at least triple over the initial three-year period of this Agreement. In this respect, the Government of the Socialist Republic of Romania expects that during the period of this Agreement Romanian firms, companies and economic organizations will place substantial orders in the United States of America for machinery and equipment, agricultural and industrial materials, and consumer goods produced in the United States of America, while the Government of the United States anticipates that the effect of this Agreement will be to encourage increasing purchases by firms, companies, economic organizations and consumers in the United States of such products from

the Socialist Republic of Romania.

2. Commercial transactions will be effected on the basis of contracts to be concluded between firms, companies and economic organizations of the United States of America and those of the Socialist Republic of Romania, and in accordance with applicable laws and regulations. Such contracts will generally be concluded on terms customary in international commercial practice.

Article III

SAFEGUARDS

1. The Parties agree to consult promptly at the request of either Party should it determine that actual or prospective imports of products originating in the territory of the other Party are causing or threaten to cause, or are significantly contributing to, market disruption within a domestic industry of the requesting Party.

2. Either Party may impose such restrictions as it deems appropriate on imports originating in the territory of the other Party to prevent or remedy such actual or threatened market disruption.

3. The procedures under which the Parties will cooperate in applying this Article are set forth in Annex 1.

Article IV

BUSINESS FACILITATION

1. In accordance with applicable laws and regulations, firms, companies and economic organizations of one Party may open, establish and operate representations (as these terms are defined in Annex 3) in the territory of the other Party. Information concerning rules and regulations pertaining to such representations and related facilities shall be provided by each Party upon the request of the other.

2. Nationals, firms,companies and economic organizations of either Party shall be afforded access to all courts and, when applicable, to administrative bodies as plaintiffs or defendants, or otherwise, in accordance with the laws in force in the territory of such other Party. They shall not claim

or enjoy immunities from suit or execution of judgment or other liability in the territory of the other Party with respect to commercial or financial transactions; they also shall not claim or enjoy immunities from taxation with respect to commercial or financial transactions, except as may be provided in other bilateral agreements.

3. Firms, companies and economic organizations of one of the Parties shall be permitted to engage in the territory of the other Party in any commercial activity which is not contrary to the laws of such other Party.

4. Firms, companies and economic organizations of either Party that desire to establish representations or already operate representations in the territory of the other Party shall receive treatment no less favorable than that accorded to firms, companies and economic organizations of any third country in all matters relating thereto. The rights and facilities set out in Annex 2 shall be among those that will be accorded such firms, companies and economic organizations which establish representations.

5. For the purpose of carrying on trade between the territories of the two Parties and engaging in related commercial activities, nationals of each Party and employees of its firms, companies and economic organizations and their families shall be permitted to enter, to reside and to obtain appropriate housing in the territory of the other Party, and to travel therein freely, in accordance with the laws relating to entry, stay and travel of aliens.

6. The Parties affirm that no restrictions shall exist in principle on contacts between representatives of American and Romanian firms, companies and economic organizations. To this end, representatives of firms, companies and economic organizations of either Party shall be permitted within the territory of the other Party to deal directly with buyers and users of their products, for purposes of sales promotion and servicing their products, in accordance with the procedures and regulations applicable in each country.

7. The Parties shall as appropriate permit and facilitate access within their territories by representatives of firms, companies and economic organizations of the other Party to information concerning markets for goods and

services in accordance with the procedures and regulations applicable in each country.

8. Firms, companies and economic organizations of either Party shall be permitted in accordance with procedures and regulations applicable within the territory of the other Party to advertise, conclude contracts, and provide technical services to the same extent that firms, companies and economic organizations of the latter Party may do so. Duty-free treatment will be accorded to samples without commercial value and advertising materials, as provided in the Geneva Convention of November 7, 1952, [1] relating to the importation of commercial samples and advertising material.

9. Each Party agrees to provide its good offices to assist in the solution of business facilitation problems and in gaining access to appropriate government officials ineach country.

10. Each Party agrees to encourage the development on its territory of appropriate services and facilities and adequate access thereto and also to promote the activities of firms, companies and economic organizations of the other Party, which do not have representations, and their employees and representatives.

11. Each Party agrees to facilitate in its territory, to the fullest extent practicable, the activities of firms, companies and economic organizations of the other Party acting through employees, technicians, experts, specialists and other representatives in carrying out contracts concluded between the firms, companies and economic organizations of the two Parties.

12. Each Party undertakes to facilitate travel by tourists and other visitors and the distribution of information for tourists.

13. The Parties confirm their commitment, as expressed in the Joint Statement on Economic, Industrial, and Technological Cooperation of December 5, 1973, to facilitate participation of their nationals, firms, companies and economic organizations in fairs and exhibitions organized in the other country. Each Party further undertakes to encourage and facilitate participation by nationals, firms, companies and economic organizations of the other country

[1] TIAS 3920; 8 UST 1636.

in trade fairs and exhibits in its territory, as well as to facilitate trade missions organized in the other country and sent by mutual agreement of the Parties. Subject to the laws in force within their territories, the Parties agree to allow the import and re-export on a duty-free basis of all articles for use by firms, companies and economic organizations of the other Party in fairs and exhibitions, providing that such articles are not transferred.

Article V

INDUSTRIAL PROPERTY, INDUSTRIAL RIGHTS AND PROCESSES, AND COPYRIGHTS

1. Each Party shall continue to provide nationals, firms, companies and economic organizations of the other Party with the rights with respect to industrial property provided in the Convention of Paris for the Protection of Industrial Property (as revised at Stockholm on July 14, 1967).[1]

2. With respect to industrial rights and processes other than those referred to in paragraphs 1 and 3 of this Article, each Party shall provide the same legal protection to nationals, firms, companies and economic organizations of the other Party that is provided within its territory to its own nationals, firms, companies and economic organizations.

3. Each Party agrees to provide nationals, firms, companies and economic organizations of the other Party the rights with respect to copyrights set forth in the Universal Copyright Convention as revised at Paris on July 24, 1971.[2]

Article VI

FINANCIAL PROVISIONS

1. Nationals, firms, companies and economic organizations of each Party shall be accorded by the other Party most-favored-nation treatment with respect to payments, remittances and transfers of funds or financial instruments between the territories of the two Parties, as well as between the territory of such other Party and that of any third country. For this purpose, the Parties agree to grant those authorizations which are necessary.

2. Financial transactions between nationals, firms, companies and

[1] TIAS 6923, 7727; 21 UST 1583; 24 UST 2140.
[2] TIAS 7868; 25 UST 1341.

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economic organizations of the United States of America and those of the Socialist Republic of Romania shall be made according to applicable laws and regulations. All financial transactions shall be made in United States dollars or any other freely convertible currency mutually agreed upon by such nationals, firms, companies and economic organizations, unless they otherwise agree. However, expenditures in the territory of a Party by nationals, firms, companies and economic organizations of the other Party may be made in local currency received in an authorized manner in accordance with the regulations applicable to such expenditures. No restrictions shall be placed by either Party upon the export from its territory of freely convertible currencies or deposits, or instruments representative thereof, by the nationals, firms, companies, economic organizations or government of the other Party, provided such currencies, deposits, or instruments were received in an authorized manner. If either Party maintains more than one rate of exchange, it shall accord to nationals, firms, companies and economic organizations of the other Party treatment no less favorable in matters relating to rates of exchange than it accords to nationals, firms, companies and economic organizations of any third country.

3. Nationals, firms, companies and economic organizations of each Party shall be accorded most-favored-nation treatment by the other Party with respect to the opening and maintaining of accounts in local and any convertible currency in financial institutions and with respect to use of such currencies.

Article VII

NAVIGATION

1. Vessels under the flag of either Party, and carrying the documents required by its law in proof of nationality, shall be deemed to be vessels of that Party both on the high seas and within the ports, places, and waters of the other Party.

2. The documents of a vessel, 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.

3. Vessels of either Party (other than warships, as defined in the Geneva Convention on the high seas of April 29, 1958) [1] 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.

4. The provisions of paragraph 3 of this Article shall not apply to fishing vessels, fishery research vessels, or fishery support vessels. The Parties reaffirm the importance of their Agreement Regarding Fisheries in the Western Region of the Middle Atlantic Ocean, concluded at Washington on December 3, 1973, [2] which shall continue to apply in accordance with its terms.

Article VIII

DISPUTES SETTLEMENT

1. The Parties reaffirm their commitment, as expressed in the Joint Statement on Economic, Industrial, and Technological Cooperation of December 5, 1973, to prompt and equitable settlement on an amicable basis of commercial disputes which may arise.

2. The Parties encourage the adoption of arbitration for the settlement of disputes arising out of international commercial transactions concluded between firms, companies and economic organizations of the United States of America and those of the Socialist Republic of Romania. Such arbitration should be provided for by provisions in contracts between such firms, companies and economic organizations, or in separate agreements between them in writing executed in the form required for such contracts. Such agreements (a) should provide for arbitration under the rules of arbitration of the International Chamber of Commerce in Paris; and (b) should specify as the place of arbitration a place in a country other than the United States of America or the Socialist Republic of Romania that is a party to the Convention for the Recognition and

[1] TIAS 5200; 13 UST 2312.
[2] Should read "Dec. 4, 1973". TIAS 7761; 24 UST 2366.

Enforcement of Foreign Arbitral Awards of New York on June 10, 1958;[1] however, firms, companies and economic organizations party to a contract may agree upon any other form or place of arbitration.

Article IX

GOVERNMENTAL COMMERCIAL OFFICES

1. In order to promote the development of trade and economic relations between the Parties, and to provide assistance to their firms, companies and economic organizations, and to nationals who are engaged in commercial activities, each Party agrees to permit and facilitate the establishment and operation of governmental commercial offices of the other Party on a reciprocal basis. The establishment and operation of such offices shall be in accordance with applicable laws and regulations, and subject to such terms, conditions, privileges, and immunities as may be agreed upon by the Parties. The Parties agree that access, for commercial purposes, to such offices by nationals of either Party who are engaged in commercial activities will be unrestricted.

2. Governmental commercial offices, and their respective officers and staff members, to the extent that they enjoy diplomatic immunity, shall not participate directly in the negotiation, execution, or fulfillment of trade transactions or otherwise carry on trade.

Article X

NATIONAL SECURITY

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 XI

REVIEW OF OPERATION OF AGREEMENT

The joint American-Romanian Economic Commission, established in accordance with the Joint Statement on Economic, Industrial and Technological Cooperation of December 5, 1973, shall review the operation of this Agreement and as necessary prepare recommendations which shall be presented to the Governments of both countries for the further improvement of trade relations between

[1] TIAS 6997; 21 UST 2517.

the two countries.

Article XII

DURATION AND ENTRY INTO FORCE

1. This Agreement shall enter into force on the date of exchange of written notices of acceptance by the two Governments, [1] and shall remain in force as provided in paragraph 2 of this Article.

2. (a) The initial term of this Agreement shall be three years, subject to subparagraph (c) of this paragraph.

(b) If either Party encounters or foresees a problem with respect to the application of this Agreement, including a problem concerning its domestic legal authority to carry out any of its obligations under this Agreement, such Party shall request immediate consultations with the other Party. Once consultations have been requested, the other Party shall enter into such consultations as soon as possible concerning the circumstances that have arisen, with a view to finding a solution which would make action under subparagraph (c) unnecessary.

(c) If either Party is unable to carry out any of its obligations under this Agreement either Party may suspend or terminate the applicability of this Agreement or, with the agreement of the other Party, any part of this Agreement. If either Party takes action under this subparagraph, that Party will, to the fullest extent practicable and consistent with domestic law, seek to minimize disruption to existing trade relations between the two countries.

(d) This Agreement shall be extended for successive periods of three years each unless either Party has notified, in writing, the other Party of the termination of this Agreement at least 30 days prior to its expiration.

3. Annexes 1, 2 and 3 shall constitute an integral part of this Agreement.

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

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[1] Aug. 3, 1975.

Done in two original copies at Bucharest this second day of April 1975, in English and Romanian, both texts being equally authentic.

[1] [2]

FOR THE UNITED STATES OF AMERICA FOR THE SOCIALIST REPUBLIC OF ROMANIA

[1] Harry G. Barnes, Jr.
[2] Patan

Annex 1

PROCEDURES FOR THE IMPLEMENTATION OF ARTICLE III

1. (a) The consultations provided for under Article III shall have the objectives of presenting and examining together the factors relating to those imports that may be causing or threatening to cause or significantly contributing to market disruption, and finding means of preventing or remedying such market disruption. Such consultations shall provide for a review of the production, market, and trade situation of the product involved (and may include such factors as trends in domestic production, profits of firms within the industry, the employment situation, sales, inventories, rates of increase of imports, market share, level of imports, sources of supply, the situation of the exporter and any other aspect which may contribute to the examination of the situation).

Both Parties in carrying out these consultations shall take due account of any contracts between firms, companies and economic organizations of the United States of America and the Socialist Republic of Romania concluded prior to the request for consultations.

Such consultations shall be concluded within ninety days of the request, unless otherwise agreed during the course of such consultations.

(b) Unless a different solution is agreed upon during the consultations, the quantitative import limitations or other restrictions stated by the importing Party to be necessary to prevent or remedy the market disruption in question shall be implemented.

(c) At the request of the importing Party, if it determines that an emergency situation exists, the limitations or other restrictions referred to in its request for consultations shall be put into effect prior to the conclusion of such consultations.

(d) The rights of the exporting Party referred to in paragraph 4 (D) of the Protocol for the accession of Romania to the General Agreement on Tariffs and Trade of October 15, 1971 [1] shall apply in the event that action contemplated in this Annex is taken.

2. (a) In accordance with applicable laws and regulations, each Party shall take appropriate measures to ensure that exports from its country of the products concerned do not exceed the quantities or vary from the restrictions

[1] 807 UNTS 312.

established for imports of such products into the other country pursuant to paragraph 1 of this Annex.

(b) Each Party may take appropriate measures with respect to imports into its country to ensure that imports of products originating in the other country comply with such quantitative limitations or other restrictions.

Annex 2

BUSINESS FACILITATION

I. The firms, companies and economic organizations of one Party, in connection with the establishment and operation of their representations in the territory of the other Party, as well as the employees of such representations, shall enjoy rights and facilities as provided below.

1. Applications to establish representations and to obtain any necessary authorization shall be processed and acted upon expeditiously in accordance with procedures and standards no less favorable than those accorded to the firms, companies and economic organizations of any third countries.

2. Revocation or refusal to renew authorization to operate such representations shall require notice in writing at least three months prior to termination of authorization to such representation.

3. Such representation shall consist of natural or legal persons and shall be established and operated in accordance with procedures and regulations in the host country. Termination of the activities of a representation shall not be subject to any penalties when it does not contravene the provisions of any contract existing between the representation and the firms, companies and economic organizations of the host country.

4. The Parties recognize that reasonable levels and application of fees, taxes, rents and other charges, and adequate notice of changes therein to the concerned representations and their employees, are beneficial to commerce and cooperation between the two countries.

5. Representations shall be permitted to rent office space for their needs and housing for the use of their employees. The Parties, upon request, will use the good offices at their disposal to facilitate and expedite the obtaining and occupying of such office space and housing.

6. Representations shall be permitted to import, as promptly as desired, office machines, automobiles, and other equipment for the purpose of efficient and business-like operation of the representation, subject to applicable customs regulations.

7. The employees of the representations shall be permitted to import

personal effects including furniture and appliances. Such personal effects shall be entered duty-free in accordance with applicable customs regulations. Automobiles and similar means of transportation imported for the use of such employees will be permitted to enter in accordance with the applicable customs regulations. Such employees shall also be permitted to export their imported personal effects and automobiles, free of export duties.

8. Representations may acquire communications facilities, such as office or home telephones for their employees, extensions, and telex equipment, which will be made available as promptly as possible upon application therefor, in accordance with applicable law.

9. The term "employees" used in paragraphs 4, 5, 7 and 8 of this Annex refers to persons sent by firms, companies and economic organizations of one Party to perform services for their representations which are functioning in the territory of the other Party.

10. Representations may, subject to the applicable laws and procedures, select and employ any person, regardless of citizenship, lawfully residing in or admitted to the territory of such other Party. Neither Party shall impose restrictions on the termination of employees, other than the contractual provisions requiring notice and compensation. Neither Party shall restrict the total number of persons to be employed as long as they are reasonably needed for the conduct of business. Representations shall hire, compensate, and terminate the employment of employees in accordance with the provisions of contracts governing their employment. Each Party agrees to encourage the negotiation of contracts in such a way that the representations of the other Party shall have the broadest possible flexibility in selecting, hiring and compensating employees and in terminating their employment.

11. Each Party agrees to facilitate to the maximum extent possible the travel of persons employed by representations of the other Party desiring to enter its territory in furtherance of the purposes of this agreement and members of their immediate families. Each Party agrees to make available multiple entry visas of duration of 6 months or longer to such persons and to members of their

immediate families. Persons who are employees of representations of the other Party shall be permitted to the maximum extent possible, in accordance with applicable regulations, to travel abroad for purposes related to the business of the representations by which they are employed.

II. For the purpose of applying paragraph 10 of Article IV, the Parties recognize that reasonable levels and application of fees, rents, and other charges and adequate notice of changes therein to the concerned employees and representatives are beneficial to commerce and cooperation between the two Parties.

III. For the purpose of applying paragraph 11 of Article IV, the Parties agree that the persons referred to therein should have access to adequate housing and office space and communication facilities, and the ability to utilize, in accordance with applicable procedures, local personnel necessary for the carrying out of their normal activities. In addition, in accordance with applicable customs regulations, the Parties will permit the import of tools, equipment and automobiles required for carrying out contracts, as well as, on a duty-free basis, imports of personal effects. The Parties will permit duty-free export of imported personal effects and automobiles. Each Party agrees to facilitate to the maximum extent possible travel of such persons and the members of their immediate families desiring to enter and leave its territory.

Annex 3

DEFINITIONS

1. In this Agreement "firms, companies and economic organizations" of the United States of America shall include corporations, partnerships, sole proprietorships, companies and other economic associations constituted under the laws and regulations applicable in the United States of America, and "firms, companies and economic organizations" of the Socialist Republic of Romania shall include state enterprises, industrial centrals, enterprises with the status of centrals and other enterprises which carry out foreign trade activities in accordance with laws and regulations applicable in the Socialist Republic of Romania.

2. In this Agreement "representation," in the case of the representations established in the United States of America, shall include subsidiaries or unincorporated branches or other forms of business organizations legally constituted under the laws and regulations applicable in the territory of the United States of America by firms, companies, or economic organizations of the Socialist Republic of Romania, and in the case of the representations established in the Socialist Republic of Romania, shall include the agencies referred to in Article 1 of Decree No. 15 of the Council of State of the Socialist Republic of Romania of January 25, 1971, established by a firm, company or economic organization of the United States of America.

A C O R D

privind relaţiile comerciale între Statele Unite ale Americii şi Republica Socialistă România

Guvernul Statelor Unite ale Americii şi Guvernul Republicii Socialiste România,

Luînd în considerare legăturile tradiţionale de prietenie dintre ţările lor şi popoarele american şi român,

Dorind să dezvolte relaţiile lor pe baza principiilor prevăzute în Declaraţia Comună a Preşedinţilor celor două state, din 5 decembrie 1973, de la Washington, şi reafirmînd importanţa continuă a Declaraţiei Comune cu privire la cooperarea economică, industrială şi tehnică de la Washington din 5 decembrie 1973,

Fiind de acord că legăturile comerciale şi economice constituie un important element pentru întărirea în ansamblu a relaţiilor lor bilaterale,

Exprimîndu-şi convingerea că un acord cuprinzînd angajamente şi aranjamente referitoare la desfăşurarea comerţului dintre ţările lor va servi intereselor ambelor popoare,

Apreciind că există condiţii favorabile pentru lărgirea continuă a comerţului dintre ţările lor,

Recunoscînd că dezvoltarea în continuare a relaţiilor lor comerciale este în avantajul lor reciproc,

Au convenit asupra următoarelor :

Articolul I

CLAUZA NAŢIUNII CELEI MAI FAVORIZATE

1. Ambele Părţi reafirmă importanţa participării lor la Acordul General pentru Tarife şi Comerţ şi importanţa prevederilor şi principiilor Acordului General pentru Tarife şi Comerţ pentru politica lor economică respectivă. In consecinţă, Părţile vor aplica între ele prevederile Acordului General, Protocolul din 15 octombrie 1971 de aderare a României la acest Acord, şi anexele acestui Protocol, inclusiv anexa B.

2. Cele două Părţi sînt de acord ca, în conformitate cu prevederile Acordului General pentru Tarife şi Comerţ, să acorde reciproc produselor lor clauza naţiunii celei mai favorizate, imediat şi necondiţionat, în ceea ce priveşte taxele vamale şi impozitele de orice fel impuse pentru sau în legătură cu importurile sau exporturile, cu privire la metodele de percepere a unor astfel de taxe şi impozite, cu privire la toate regulile şi formalităţile referitoare la import şi export, şi în ceea ce priveşte celelalte prevederi ale Acordului General pentru Tarife şi Comerţ, cu condiţia ca în măsura în care aceasta sau oricare altă prevedere din Acordul General pentru Tarife şi Comerţ nu este conformă cu orice prevedere stipulată în cele ce urmează în prezentul Acord, acesta din urmă se va aplica.

3. Părţile sînt de acord să menţină un echilibru satisfăcător de concesii privind comerţul şi serviciile pe perioada valabilităţii acestui Acord, şi, în special, să opereze în mod reciproc şi satisfăcător pentru cealaltă Parte, reduceri ale obstacolelor tarifare şi netarifare în calea comerţului, rezultate din negocierile multilaterale. In această privinţă, se ia act că România, ca ţară în curs de dezvoltare, ar putea fi îndreptăţită la tratamentul acordat ţărilor în curs de dezvoltare.

Articolul II

DEZVOLTAREA COMERTULUI

1. Părţile vor lua măsuri corespunzătoare în conformitate cu legile şi reglementările aplicabile, pentru a încuraja

şi a înlesni schimbul de mărfuri şi servicii între cele două ţări, pe baza avantajului reciproc, în conformitate cu prevederile prezentului Acord. In perspectiva unor asemenea eforturi comune, ambele Guverne estimează că în prima perioadă de trei ani a aplicării acestui Acord, comerţul total bilateral se va mări în comparaţie cu perioada 1972 - 1974, de cel puţin 3 ori. In acest sens, Guvernul Republicii Socialiste România se aşteaptă că, în perioada valabilităţii prezentului Acord, firmele, companiile şi organizaţiile economice româneşti vor plasa comenzi substanţiale în Statele Unite ale Americii pentru maşini şi utilaje, materii prime şi produse agricole şi industriale şi bunuri de consum, produse în Statele Unite ale Americii, în timp ce Guvernul Statelor Unite anticipează că efectul acestui Acord va fi de a încuraja cumpărări crescînde de astfel de produse din Republica Socialistă România de către firme, companii, organizaţii economice şi consumatori din Statele Unite.

2. Tranzacţiile comerciale vor fi efectuate pe baza contractelor ce urmează să fie încheiate între firme, companii şi organizaţii economice din Republica Socialistă România şi cele din Statele Unite ale Americii, în conformitate cu legile şi reglementările aplicabile. Asemenea contracte vor fi, în general, încheiate în condiţiile uzuale în practica comercială internaţională.

Articolul III

MASURI DE PROTECTIE

1. Părţile sînt de acord să se consulte prompt, la cererea uneia dintre ele, dacă aceasta constată că importurile actuale sau de perspectivă de produse provenind din teritoriul celeilalte Părţi provoacă sau ameninţă să provoace sau contribuie într-o măsură însemnată la perturbarea pieţei industriei naţionale a părţii solicitante.

2. Fiecare Parte poate impune restricţii asupra importurilor provenind din teritoriul celeilalte părţi, pe care le consideră potrivite pentru a preveni sau înlătura o perturbare reală sau o ameninţare privind perturbarea pieţei.

3. Procedura potrivit căreia Părţile vor coopera în aplicarea prezentului Articol este prevăzută în Anexa I.

Articolul IV

INLESNIREA AFACERILOR

1. In conformitate cu legile şi reglementările aplicabile, firmele, companiile şi organizaţiile economice ale uneia din Părţi pot deschide, stabili şi utiliza reprezentanţe (aşa cum aceşti termeni sînt definiţi în Anexa 3), pe teritoriul celeilalte Părţi. Informaţiile privind regulile şi reglementările referitoare la asemenea reprezentanţe şi înlesnirile aferente vor fi furnizate de către fiecare din Părţi, la solicitarea celeilalte.

2. Cetăţenii, firmele, companiile şi organizaţiile economice ale fiecărei Părţi vor avea acces la toate instanţele şi, după caz, la organele administrative în calitate de reclamanţi sau pîrîţi, sau în altă calitate, în conformitate cu legile în vigoare pe teritoriul respectivei Părţi. Aceştia nu vor invoca şi nu se vor bucura pe teritoriul celeilalte Părţi de imunitate, de jurisdicţie sau de execuţie judecătorească, sau de alte obligaţii privind tranzacţiile comerciale sau financiare; de asemenea, nu vor solicita şi nu se vor bucura, cu excepţia cînd se prevede altfel în alte acorduri bilaterale, de imunităţi privind impozitarea, legată de tranzacţii comerciale sau financiare.

3. Firmele,companiile şi organizaţiile economice ale uneia din cele două Părţi vor avea permisiunea să întreprindă pe teritoriul celeilalte Părţi orice activitate comercială care nu este contrară legii Părţii respective.

4. Firmele, companiile şi organizaţiile economice ale fiecărei Părţi, care doresc să înfiinţeze reprezentanţe sau au reprezentanţe funcţionînd deja pe teritoriul celeilalte Părţi, vor primi un tratament nu mai puţin favorabil decît acela acordat firmelor, companiilor şi organizaţiilor economice ale oricărei ţări terţe în toate problemele de resort. Drepturile şi înlesnirile enumerate în Anexa 2 vor fi printre acelea care se acordă unor firme, companii şi organizaţii economice care înfiinţează reprezentanţe.

5. În scopul desfăşurării comerţului între teritoriile celor două Părţi şi angajării activităţilor de natură comercială, cetăţenii fiecărei Părţi şi angajaţii firmelor, companiilor şi organizaţiilor economice şi familiile lor vor avea permisiunea să intre, să locuiască şi să obţină spaţiu de locuit corespunzător pe teritoriul celeilalte Părţi şi să călătorească în mod liber, în conformitate cu legile privind intrarea, şederea şi deplasarea străinilor.

6. Părţile afirmă că,în principiu, nu vor exista restricţii asupra contactelor dintre reprezentanţii firmelor, companiilor şi organizaţiilor economice americane şi româneşti. In acest scop,reprezentanţilor firmelor,companiilor şi organizaţiilor economice ale fiecărei Părţi li se va permite, pe teritoriul celeilalte Părţi, să ia legătura direct cu cumpărătorii şi cu utilizatorii produselor acestora, în vederea promovării vînzării şi asigurării serviciilor pentru produsele lor, în conformitate cu procedurile şi reglementările aplicabile în fiecare ţară.

7. Părţile vor permite şi înlesni, în mod corespunzător, reprezentanţilor firmelor, companiilor şi organizaţiilor economice ale celeilalte Părţi accesul pe teritoriul lor la informaţii referitoare la piaţa pentru produsele şi serviciile acestora, în conformitate cu procedurile şi reglementările aplicabile în fiecare ţară.

8. Firmele, companiile şi organizaţiile economice ale fiecărei Părţi vor avea permisiunea, în conformitate cu procedurile şi reglementările aplicabile pe teritoriul celeilalte Părţi, să efectueze reclamă comercială, să încheie contracte şi să asigure servicii tehnice, în aceeaşi măsură în care pot să o facă firmele, companiile şi organizaţiile celeilalte Părţi. Pentru mostre fără valoare comercială şi materiale publicitare vor fi acordate scuţiri de taxe vamale, conform Convenţiei privind importul mostrelor comerciale şi materialelor publicitare de la Geneva, din 7 noiembrie 1952.

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9. Fiecare Parte este de acord să ofere bunele sale oficii pentru a sprijini soluţionarea problemelor de înlesnire a afacerilor şi în obţinerea accesului la funcţionarii guvernamentali de resort din fiecare ţară.

10. Fiecare Parte este de acord să încurajeze dezvoltarea pe teritoriul său a serviciilor corespunzătoare şi înlesnirilor şi un acces adecvat la acestea şi, de asemenea, să promoveze activităţile acelor firme,companii şi organizaţii economice ale celeilalte Părţi,care nu au reprezentanţe, şi ale angajaţilor şi reprezentanţilor acestora.

11. Fiecare Parte este de acord să înlesnească,pe teritoriul său, în cea mai mare măsură posibilă, activitatea firmelor,companiilor şi organizaţiilor economice ale celeilalte Părţi,care acţionează prin angajaţi,tehnicieni,experţi,specialişti şi alţi reprezentanţi în îndeplinirea contractelor încheiate între firmele, companiile şi organizaţiile economice ale celor două Părţi.

12. Fiecare Parte se angajează să înlesnească călătoriile turiştilor şi altor vizitatori,precum şi difuzarea de informaţii pentru turişti.

13. Părţile confirmă angajamentul lor, exprimat în Declaraţia comună privind cooperarea economică, industrială şi tehnică din 5 decembrie 1973, de a înlesni participarea cetăţenilor,firmelor,companiilor şi organizaţiilor economice proprii la tîrguri şi expoziţii organizate în cealaltă ţară. Fiecare Parte se angajează, de asemenea, să încurajeze şi să înlesnească participarea cetăţenilor, firmelor, companiilor şi organizaţiilor economice ale celeilalte Părţi la tîrgurile comerciale şi expoziţiile de pe teritoriul său, precum şi să înlesnească misiunile comerciale organizate în cealaltă ţară şi trimise cu acordul reciproc al Părţilor. In conformitate cu legile în vigoare pe teritoriile lor, Părţile sînt de acord să permită importul şi reexportul fără taxe vamale pentru toate articolele ce vor fi folosite de firme, companii şi organizaţii economice ale celeilalte Părţi, la tîrguri şi expoziţii, cu condiţia ca aceste articole să nu fie înstrăinate.

Articolul V

PROPRIETATE INDUSTRIALA, DREPTURILE SI PROCEDEELE INDUSTRIALE, DREPTURILE DE AUTOR

1. Fiecare Parte va continua să acorde cetăţenilor, firmelor,companiilor şi organizaţiilor economice ale celeilalte Părţi, drepturile privind proprietatea industrială prevăzute în Convenţia de la Paris pentru protejarea proprietăţii industriale (aşa cum e revizuită la Stockholm la 14 iulie 1967).

2. In ceea ce priveşte drepturile şi procedeele industriale, altele decît cele prevăzute la paragrafele 1 şi 3 ale prezentului Articol, fiecare Parte va asigura aceeaşi protecţie juridică cetăţenilor,firmelor,companiilor şi organizaţiilor economice ale celeilalte Părţi,care se asigură pe teritoriul său cetăţenilor, firmelor,companiilor şi organizaţiilor economice proprii.

3. Fiecare Parte este de acord să confere cetăţenilor, firmelor,companiilor şi organizaţiilor economice ale celeilalte Părţi drepturile de autor stabilite prin Convenţia universală asupra dreptului de autor,revizuită la Paris, la 24 iulie 1971.

Articolul VI

PREVEDERI FINANCIARE

1. Cetăţenilor,firmelor,companiilor şi organizaţiilor economice ale fiecărei Părţi li se va acorda, de către cealaltă Parte, tratamentul naţiunii celei mai favorizate în ceea ce priveşte plăţile,remiterile şi transferurile de fonduri sau instrumente financiare între teritoriile celor două Părţi, precum şi între teritoriul uneia din Părţi şi o terţă ţară. In acest scop, Părţile sînt de acord să dea autorizaţiile care sînt necesare.

2. Tranzacţiile financiare între cetăţenii, firmele, companiile şi organizaţiile economice din Statele Unite ale Americii şi Republica Socialistă România vor fi încheiate în conformitate cu legile şi reglementările aplicabile. Toate tranzacţiile financiare vor fi efectuate în dolari SUA sau în orice altă valută liber convertibilă,convenită de către aceşti cetăţeni,

firme, companii şi organizaţii economice, dacă nu s-a convenit altfel. Totuşi, cheltuielile pe teritoriul unei Părţi, efectuate de către cetăţeni, firme, companii şi organizaţii economice ale celeilalte Părţi, pot fi făcute în monedă locală obţinută în mod legal în conformitate cu reglementările aplicabile unor astfel de cheltuieli. Nici una din Părţi nu va pune nici o restricţie la exportul de pe teritoriul său al valutelor liber convertibile, depozitelor sau instrumentelor care le reprezintă, efectuate de cetăţeni, firme, companii sau organizaţii economice sau de Guvernul celeilalte Părţi, cu condiţia ca aceste valute, depozite sau instrumente să fi fost obţinute pe o cale autorizată. Dacă una din Părţi menţine mai mult decît un singur curs de schimb, ea va acorda cetăţenilor, firmelor, companiilor şi organizaţiilor economice ale celeilalte Părţi un tratament nu mai puţin favorabil în probleme de cursuri de schimb, decît acela pe care îl acordă cetăţenilor, firmelor, companiilor şi organizaţiilor economice ale oricărei terţe ţări.

3. Cetăţenilor, firmelor, companiilor şi organizaţiilor economice ale fiecărei Părţi, li se va acorda de către cealaltă Parte, tratamentul naţiunii celei mai favorizate în ceea ce priveşte deschiderea şi menţinerea de conturi în monedă locală şi în orice valută convertibilă în instituţii financiare şi cu privire la folosirea acestora.

Articolul VII

NAVIGATIA

1. Navele sub pavilionul oricăreia dintre Părţi, avînd documentele cerute de legea sa pentru a dovedi naţionalitatea, vor fi considerate ca fiind nave ale acelei Părţi, atît în largul mării, cît şi în porturile, locurile de acostare şi apele celeilalte Părţi.

2. Documentele unei nave, precum şi documentele referitoare la echipaje, eliberate conform legilor şi reglementărilor Părţii sub al cărei pavilion navighează vasul, vor fi recunoscute de autorităţile celeilalte Părţi.

3. Navele fiecărei Părţi (altele decît navele de război, aşa cum sînt definite în Convenţia asupra mării libere de la Geneva, din 29 aprilie 1958) vor avea libertatea, în condiţii egale cu acelea ale navelor oricărei ţări terţe, să intre cu încărcătura lor în porturile, locurile de acostare şi apele celeilalte Părţi, deschise comerţului exterior şi navigaţiei, cu excepţia şi în măsura în care necesităţile de securitate naţională nu limitează un astfel de acces; acestor nave şi încărcăturilor lor li se va acorda, în toate privinţele, tratamentul naţiunii celei mai favorizate în cadrul porturilor, locurilor de acostare şi apelor celeilalte Părţi, cu excepţia şi în măsura în care acesta nu este modificat de necesităţile de securitate portuară.

4. Prevederile paragrafului 3 din prezentul Articol nu se vor aplica vaselor de pescuit, de cercetări piscicole sau care ajută pescuitului. Părţile reafirmă importanţa Acordului lor cu privire la pescuitul în regiunea de vest a oceanului Atlantic Mijlociu, încheiat la Washington la 3 decembrie 1973, care se va aplica în continuare în conformitate cu prevederile sale.

Articolul VIII

SOLUTIONAREA LITIGIILOR

1. Părţile reafirmă angajamentul lor, aşa cum este exprimat în Declaraţia Comună cu privire la cooperarea economică, industrială şi tehnică din 5 decembrie 1973, privind soluţionarea promptă şi echitabilă, pe cale amiabilă, a eventualelor diferende comerciale care ar putea apare.

2. Părţile încurajează adoptarea arbitrajului pentru rezolvarea litigiilor care apar din operaţiunile comerciale internaţionale încheiate între firme, companii şi organizaţii economice din Statele Unite ale Americii şi cele din Republica Socialistă România. Un astfel de arbitraj trebuie să fie prevăzut prin clauze în contractele dintre aceste firme, companii şi organizaţii economice sau în acorduri separate între acestea, încheiate în scris şi în forma cerută pentru astfel de contracte. Asemenea acorduri (a) trebuie să prevadă arbitrajul conform regulilor de arbitraj

ale Camerei Internaţionale de Comerţ de la Paris şi (b) să specifice ca loc de arbitraj un loc într-o ţară, alta decît Statele Unite ale Americii sau Republica Socialistă România, care este parte la Convenţia pentru recunoaşterea şi executarea hotărîrilor arbitrale străine de la New York, din 10 iunie 1958; totuşi, firmele, companiile şi organizaţiile economice parte la un contract pot conveni asupra oricărei alte forme sau loc de arbitraj.

Articolul IX

OFICII COMERCIALE GUVERNAMENTALE

1. In scopul de a promova dezvoltarea relaţiilor comerciale şi economice între Părţi şi de a asigura asistenţa firmelor, companiilor, organizaţiilor economice, precum şi cetăţenilor lor care sînt angajaţi în activităţi comerciale, fiecare Parte este de acord să permită şi să înlesnească pe bază de reciprocitate înfiinţarea şi funcţionarea de oficii comerciale guvernamentale ale celeilalte Părţi. Infiinţarea şi funcţionarea acestor oficii vor fi în conformitate cu legile şi reglementările aplicabile şi supuse acelor condiţii, privilegii şi imunităţi, aşa cum vor fi convenite, de Părţi. Părţile sînt de acord ca, pentru scopuri comerciale, accesul la aceste oficii al cetăţenilor oricărei Părţi care sînt angajaţi în activităţi comerciale, să fie fără restricţii.

2. Oficiile comerciale guvernamentale, precum şi funcţionarii, membrii şi personalul acestor oficii, în măsura în care aceştia se bucură de imunitate diplomatică, nu vor participa direct în negocierea, executarea sau îndeplinirea tranzacţiilor comerciale sau să facă alte acte de comerţ.

Articolul X

SECURITATEA NATIONALA

Prevederile prezentului Acord nu vor limita dreptul oricărei Părţi de a întreprinde orice măsură în scopul de a-şi proteja interesele sale de securitate.

Articolul XI

EXAMINAREA INDEPLINIRII ACORDULUI

Comisia economică mixtă americano-română, înfiinţată în conformitate cu Declaraţia Comună cu privire la cooperarea economică, industrială şi tehnică din 5 decembrie 1973, va examina îndeplinirea acestui Acord şi, cînd va fi necesar, va pregăti recomandări care vor fi prezentate Guvernelor ambelor ţări pentru îmbunătăţirea în continuare a relaţiilor comerciale între cele două ţări.

Articolul XII

DURATA SI INTRAREA IN VIGOARE

1. Prezentul Acord va intra în vigoare la data schimbului notificărilor scrise de acceptare de către cele două Guverne şi va rămîne în vigoare aşa cum se prevede în paragraful 2 al acestui Articol.

2. (a) Perioada iniţială a prezentului Acord va fi de 3 ani, sub rezerva prevederilor subparagrafului (c) al acestui paragraf.

(b) Dacă oricare dintre Părţi întîmpină sau întrevede vreo problemă legată de aplicarea prezentului Acord, inclusiv o problemă privind competenţă sa internă de a îndeplini oricare din obligaţiile sale din prezentul Acord, acea Parte va cere consultări imediate cu cealaltă Parte. Deîndată ce consultările au fost cerute, cealaltă Parte va intra cît mai repede posibil în astfel de consultări privind circumstanţele care au apărut, în scopul de a găsi o soluţie care nu ar mai face necesare acţiunile din subparagraful (c).

(c) Dacă oricare dintre Părţi nu are posibilitatea să-şi îndeplinească vreuna din obligaţiile sale prevăzute în prezentul Acord, oricare Parte poate să întrerupă sau să înceteze aplicarea prezentului Acord sau, cu acordul celeilalte Părţi, a oricărei părţi din acest Acord. Dacă oricare dintre Părţi întreprinde acţiuni în baza acestui subparagraf, acea

Parte va căuta, în cea mai mare măsură posibilă şi în conformitate cu legea internă, să reducă la minimum perturbarea relaţiilor comerciale existente între cele două ţări.

(d) Prezentul Acord va fi prelungit pe perioade succesive de trei ani fiecare, în afară de cazul cînd oricare dintre Părţi a notificat în scris celeilalte Părţi încetarea prezentului Acord, cu cel puţin 30 de zile înainte de expirarea acestuia.

3. Anexele 1, 2 şi 3 fac parte integrantă din prezentul Acord.

Confirmînd cele de mai sus, reprezentanţii autorizaţi ai Părţilor au semnat prezentul Acord.

Făcut la Bucureşti, la 2 aprilie 1975, în două exemplare originale în limba engleză şi în limba română, ambele texte fiind egal autentice.

PENTRU STATELE UNITE ALE AMERICII

PENTRU REPUBLICA SOCIALISTA ROMANIA

ANEXA 1

PROCEDURA PENTRU APLICAREA ARTICOLULUI III

1 (a) Consultările prevăzute în Articolul III vor avea ca obiective prezentarea şi examinarea împreună a factorilor în legătură cu acele importuri care ar putea cauza sau ameninţa să cauzeze sau să contribuie într-o măsură însemnată la perturbarea pieţei şi găsirea de mijloace pentru prevenirea sau remedierea unei astfel de perturbări a pieţei. Aceste consultări vor avea în vedere o trecere în revistă a situaţiei producţiei, pieţei şi comerţului pentru produsul în cauza (şi pot include astfel de factori ca tendinţele producţiei interne, profiturile firmelor din această industrie, folosirea forţei de muncă, vînzările, stocurile, rata de creştere a importurilor, ponderea pe piaţă, nivelul importurilor, sursele de aprovizionare, situaţia exportatorului şi orice alt aspect care poate contribui la examinarea situaţiei).

Ambele Părţi, pentru realizarea acestor consultări, vor ţine seama în mod corespunzător de orice contracte între firme, companii şi organizaţii economice din Republica Socialistă România şi din Statele Unite ale Americii încheiate anterior cererii de consultări.

Astfel de consultări trebuie încheiate în decurs de 90 de zile de la data cererii, dacă nu se convine altfel în cursul acestor consultări.

(b) In afară de cazul cînd, în timpul consultărilor se cade de acord asupra unei alte soluţii, limitările cantitative de import sau alte restricţii stabilite de Partea importatoare ca fiind necesare pentru a preveni sau a remedia perturbarea pieţei în cauză, vor fi puse în aplicare.

(c) La cererea Părţii importatoare, dacă aceasta constată că există o situaţie de urgenţă, limitările sau alte restricţii menţionate în cererea sa pentru consultări, vor fi puse în aplicare anterior încheierii unor astfel de consultări.

(d) Drepturile Părţii exportatoare menţionate în paragraful 4 D/ din Protocolul din 15 octombrie 1971 de aderare a României la Acordul General pentru Tarife şi Comerţ se vor aplica în cazul în care este întreprinsă acţiunea menţionată în prezenta anexă.

2 (a) In conformitate cu legile şi reglementările aplicabile, fiecare Parte va lua măsuri adecvate pentru a se asigura că exporturile din ţara sa a produselor în discuţie nu depăşesc cantităţile sau variază de la restricţiile stabilite pentru importul de astfel de produse în cealaltă ţară, conform paragrafului 1 al acestei Anexe.

(b) Fiecare Parte poate lua măsurile adecvate cu privire la importurile în ţara sa pentru a se asigura că importurile de produse originare în cealaltă ţară se înscriu în astfel de limitări cantitative sau în alte restricţii.

ANEXA 2

INLESNIREA AFACERILOR

I. Firmele, companiile şi organizaţiile economice ale unei Părţi, în legătură cu înfiinţarea şi funcţionarea reprezentanţelor lor pe teritoriul celeilalte Părţi, precum şi angajaţii reprezentanţelor lor, se vor bucura de drepturi şi înlesniri, aşa cum se prevăd în continuare.

1. Cererile de înfiinţare a reprezentanţelor şi de obţinere a autorizaţiei necesare vor fi lucrate şi rezolvate în mod expeditiv, în conformitate cu procedurile şi standardele nu mai puţin favorabile decît acelea acordate firmelor, companiilor şi organizaţiilor economice ale oricărei terţe ţări.

2. Revocarea sau refuzul de a reînnoi autorizaţia de funcţionare a unor astfel de reprezentanţe va necesita notificarea în scris, cu cel puţin 3 luni înainte de expirarea autorizaţiei acestei reprezentanţe.

3. Astfel de reprezentanţe vor consta din persoane fizice sau juridice şi vor fi înfiinţate şi vor funcţiona în conformitate cu procedurile şi reglementările din ţara gazdă. Încetarea activităţii unei reprezentanţe nu va face obiectul vreunei penalizări cînd aceasta nu contravine prevederilor oricărui contract existent între această reprezentanţă şi firmele, companiile şi organizaţiile economice din ţara gazdă.

4. Părţile recunosc că un nivel şi o aplicare rezonabilă a taxelor, impozitelor, chiriilor şi a altor impuneri şi o notificare adecvată a schimbării acestora către reprezentanţe şi angajaţii acestora sînt folositoare comerţului şi cooperării între cele două ţări.

5. Reprezentanţelor li se va permite să închirieze spaţiul de birou pentru nevoile lor şi spaţiul de locuit pentru folosinţa angajaţilor lor. Părţile, la cerere, vor folosi bunele oficii de care dispun pentru a înlesni şi grăbi obţinerea şi ocuparea unor astfel de spaţii de birou şi de locuit.

6. Reprezentanţelor li se va permite să importe cît de prompt se doreşte, în condiţiile reglementărilor vamale aplicabile, maşini de birou, automobile şi alte echipamente în scopul funcţionării eficiente şi practice a reprezentanţei.

7. Angajaţilor reprezentanţelor li se va permite să importe efecte de uz personal, inclusiv mobilă şi accesorii casnice. Astfel de efecte de uz personal vor intra în ţară scutite de taxe vamale, în conformitate cu reglementările vamale aplicabile. Automobilele şi mijloacele de transport similare, importate pentru a fi folosite de către astfel de angajaţi, vor putea intra în ţară în conformitate cu reglementările vamale aplicabile. Acestor angajaţi li se va permite, de asemenea, să exporte efectele de uz personal şi automobilele importate, cu scutire de taxe vamale de export.

8. Reprezentanţele pot achiziţiona mijloace de comunicaţie ca telefoane, la birou sau la domiciliul angajaţilor lor, telefoane cu interior şi echipament de telex, care vor fi puse la dispoziţie cît de prompt posibil, după prezentarea unei cereri în acest sens, în conformitate cu legea aplicabilă.

9. Termenul de "angajaţi" folosit în paragrafele 4,5,7 şi 8 ale acestei Anexe se referă la persoanele trimise de firme, companii şi organizaţii economice ale unei Părţi pentru a presta servicii pentru reprezentanţele acestora care funcţionează pe teritoriul celeilalte Părţi.

10. Reprezentanţele pot, cu respectarea legilor şi procedurilor aplicabile, să selecţioneze şi să angajeze orice persoană, indiferent de cetăţenie, care locuieşte sau este admisă legal pe teritoriul celeilalte Părţi. Nici una din Părţi nu

va impune restricţii la încetarea activităţii angajaţilor, altele decît cele cerute de prevederile contractuale care cer preaviz şi compensaţie. Nici una din Părţi nu va restrînge numărul total al persoanelor care pot fi angajate, atîta timp cît este, în mod rezonabil, nevoie de ele pentru desfăşurarea afacerilor. Reprezentanţele vor angaja, retribui şi înceta angajarea angajaţilor, în conformitate cu prevederile contractelor care guvernează angajarea acestora. Fiecare Parte este de acord să încurajeze negocierea de contracte astfel încît reprezentanţele celeilalte Părţi să aibă flexibilitatea cea mai largă în selecţionarea, angajarea şi retribuirea angajaţilor, precum şi încetarea angajării lor.

11. Fiecare Parte este de acord să înlesnească, în cea mai mare măsură posibilă, călătoriile persoanelor angajate de reprezentanţele celeilalte Părţi care doresc să intre pe teritoriul său în scopul îndeplinirii obiectivelor prezentului Acord şi membrilor apropiaţi ai familiilor lor. Fiecare Parte este de acord să facă disponibile vize cu intrări multiple pentru o perioadă de 6 luni sau mai mult, pentru astfel de persoane, precum şi pentru membrii apropiaţi ai familiilor lor. Persoanelor care sînt angajaţii reprezentanţelor celeilalte Părţi li se va permite, în cea mai mare măsură posibilă, în conformitate cu reglementările aplicabile, să călătorească peste hotare pentru scopuri legate de afaceri ale reprezentanţelor care i-au angajat.

II. In scopul aplicării paragrafului 10 din Articolul IV, Părţile recunosc că un nivel şi o aplicare rezonabilă a taxelor, chiriilor şi a altor impuneri şi o notificare adecvată a schimbării acestora către angajaţii şi reprezentanţii respectivi sînt folositoare comerţului şi cooperării dintre cele două Părţi.

III. In scopul aplicării paragrafului 11 al Articolului IV, fiecare Parte este de acord ca persoanele menţionate să aibă acces la spaţii de locuit şi birou adecvate, mijloace de comunicaţie şi posibilitatea de a utiliza, în conformitate cu procedura

aplicabilă, personal local necesar pentru îndeplinirea activităţii lor normale. In plus, în conformitate cu reglementările vamale aplicabile, Părţile vor permite importul de scule, echipamente şi automobile, necesare îndeplinirii contractelor, ca şi, cu scutire de taxe vamale, importul efectelor de folosinţă personală. Părţile vor permite exportul, cu scutire de taxe vamale, al efectelor de folosinţă personală şi al automobilelor importate. Fiecare Parte este de acord să înlesnească în cea mai mare măsură posibilă călătoriile unor astfel de persoane şi membrilor apropiaţi ai familiilor lor, care doresc să intre şi să părăsească teritoriul său.

ANEXA 3

DEFINITII

1. In prezentul Acord, expresia "firme, companii şi organizaţii economice", din Statele Unite ale Americii, include corporaţiile, asociaţiile, firmele în nume propriu, precum şi alte companii şi asociaţii economice, constituite în conformitate cu legile şi reglementările în vigoare în Statele Unite ale Americii, iar expresia "firme, companii şi organizaţii economice" din Republica Socialistă România, include întreprinderile de stat, centralele industriale, întreprinderile cu statut de centrală şi alte întreprinderi care desfăşoară o activitate de comerţ exterior în conformitate cu legile şi reglementările în vigoare în Republica Socialistă România.

2. In prezentul Acord, prin termenul"reprezentanţe" în cazul reprezentanţelor înfiinţate în Statele Unite ale Americii, se includ filiale, sucursale neîncorporate sau alte forme de organizaţii comerciale, constituite legal, pe baza legilor şi reglementărilor aplicabile pe teritoriul Statelor Unite ale Americii de către firme, companii sau organizaţii economice din Republica Socialistă România, iar în cazul reprezentanţelor înfiinţate în Republica Socialistă România se includ reprezentanţele la care se referă articolul 1 al Decretului Consiliului de Stat al Republicii Socialiste România nr.15 din 25 ianuarie 1971, înfiinţate de către o firmă, companie sau organizaţie economică a Statelor Unite ale Americii.

JOINT STATEMENT ON ECONOMIC, INDUSTRIAL AND TECHNOLOGICAL COOPERATION BETWEEN THE UNITED STATES OF AMERICA AND THE SOCIALIST REPUBLIC OF ROMANIA, DECEMBER 5, 1973

On the occasion of his official visit in the United States of America the President of the State Council of the Socialist Republic of Romania, Nicolae Ceausescu held talks with the President of the United States of America, Richard Nixon, on December 4 and 5, 1973, with regard to the development of economic relations between Romania and the United States.

Henry Kissinger, the Secretary of State, George Shultz, the Secretary of the Treasury, Frederick Dent, the Secretary of Commerce and other officials on the American side; and Manea Manescu, Vice Chairman of the Council of Ministers and Chairman of the State Planning Committee, George Macovescu, the Minister of Foreign Affairs, Vasile Pungan, Counsellor to the President and other Romanian officials also participated in discussions.

The two Presidents have emphasized the favorable development of economic relations between their two countries and they expressed their determination to promote and expand economic, industrial and technological cooperation on the basis of respect for sovereignty, independence, non-interference in domestic affairs, juridical equality, mutual advantage, and refraining from the threat or use of force.

President Nixon and President Ceausescu expressed their satisfaction with the remarkable rate of growth in United States-Romanian trade, which has increased more than fourfold since President Nixon's visit to Bucharest in 1969.

Both Presidents noted particularly the rapid growth in Romania's exports to the United States, due to the major efforts that Romania has made to promote its exports to the United States.

It was anticipated that the trade will continue to grow at the same pace or better during 1974 and the following years. The two Presidents stressed that the two countries have taken several actions to encourage and facilitate this growth in trade.

The two Presidents noted the importance of the meetings and talks to be held by President Ceausescu with American business leaders aimed at finalizing agreements and understandings and generating new interest in doing business with Romania.

The Presidents noted that, in recognition of Romania's status as a developing country, the United States Overseas Private Investment Corporation is now prepared to assist in insuring and financing United States investments in Romania.

The two Presidents noted that, since November 1971, when President Nixon determined that United States exports to Romania should be eligible for United States Export-Import Bank credits and guarantees, these credits and guarantees have effectively contributed to the expansion of trade. Private United States banks have also facilitated this expansion.

The two Presidents have noted the importance of both countries' participation in the General Agreement on Tariffs and Trade and the importance of the provisions and principles of this Agreement for their respective economic policies.

President Nixon reaffirmed his commitment to seek authority to provide most-favored-nation tariff treatment for Romania in recognition of the importance of this reciprocal principle as a factor in international relations and in the development and diversification of economic relations between the two countries.

The two Presidents further noted that Romania's accession to the General Agreement on Tariffs and Trade and to membership in the International Monetary Fund and to the International Bank for Reconstruction and Development were positive steps in broadening its world-wide economic and financial relations, and have created favorable conditions for collaboration between representatives of both countries within the framework of these international organizations, with a view to developing their economic cooperation.

The two Presidents welcomed the conclusion on the occasion of the visit of the Agreement between the Chamber of Commerce of the United States and the Socialist Republic of Romania Chamber of Commerce on setting up the Romanian-U.S. Economic Council, the Convention with respect to Taxes on Income and Property, the Agreement relating to Civil Air Transport [1] and the Agreement regarding

[1] TIAS 7901; 25 UST 1631.

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Fisheries in the Western Region of the Middle Atlantic Ocean as well as specific conventions and understandings among Romanian enterprises and economic organizations and American firms with regard to economic, industrial and technological collaboration and cooperation in the fields of machine-building, electronics, chemicals and petrochemicals and other fields of mutual interest.

They also noted that discussions regarding American bondholder claims have been resumed.

In order to further the development of economic relations between the United States and Romania, the two Presidents approved the following guidelines:

1. The two Governments will facilitate, as appropriate, cooperation between interested firms, companies and economic organizations of the two countries with a view to the realization of joint projects, including joint manufacturing and marketing ventures, in the fields of industry, commerce, agriculture and natural resources, and other fields of mutual interest.

Areas of particular interest for such cooperation include machine-building, electronic and electrical industries, energy, metallurgy, mining and petroleum, chemicals and petrochemicals, light industry, foods, telecommunications, building materials, agriculture, and tourism.

2. Commercial and economic cooperation transactions will be effected on the basis of contractual arrangements between firms, companies and economic organizations of the two countries, and in accordance with the laws and regulations in force in both countries. Such contracts will generally be concluded on terms customary in international practice.

Such contracts and arrangements may encompass such matters as:

—construction of new industrial facilities, as well as the expansion and modernization of existing facilities;

—joint manufacturing and marketing by means of joint ventures or otherwise;
—licensing or patents and exchanges of economic and technical information on products, designs and technology, subject to the laws and regulations in effect in the two countries, including laws relating to transshipment and reexportation;
—training and exchange of specialists and trainees;
—establishment of banks and banking agencies in the two countries;
—joint cooperative projects in third countries.

Such contracts may provide for sharing and transfer of benefits, rights of participation in the management of the joint enterprises, procedures for dissolution of the joint enterprise, and return and repatriation of capital on mutually agreeable terms.

3. In their economic relations and in applying their policies within the framework of their laws and regulations, the two countries will take full account of the respective level of their economic development as well as the characteristics of the two economies. In this respect, it is noted that Romania, as a developing country, could be eligible for treatment accorded to developing countries.

4. Currency payments between firms, companies and economic organizations of the two countries will be made in United States dollars or any other freely convertible currency mutually agreed upon; other forms of payment may be agreed upon.

5. Except for a public purpose, assets belonging to nationals, companies and economic organizations of one of the two countries will not be expropriated by the other country, nor will they be expropriated without the payment of prompt, adequate and effective compensation.

6. To the extent permitted by the laws and international obligations of the two countries, equipment and materials imported temporarily into a country for purposes of contracts concluded between firms, companies and economic organizations of the two countries, will be exempt from customs duties, other taxes and any restrictions pertaining to importation. With a view to the development of economic cooperation, both sides will examine ways and means for the application of further customs and fiscal facilitation for goods assigned to, and resulting from cooperation projects within the provisions of customs legislation in force in the two countries.

7. Each country will provide nationals, firms, companies and economic organizations of the other country protection of inventions, trademarks and trade names in accordance with the provisions of international agreements in the field to which the two countries are parties.

8. Each country will accord firms, companies and economic organizations of the other nondiscriminatory treatment as regards payment, remittances and transfers of funds or financial instruments, in accordance with arrangements to be worked out between the two countries.

9. Each country will facilitate the entry and travel of official representatives, experts, advisors and technicians of the other country employed in connection with commercial and economic cooperation transactions between their firms, companies and economic organizations, and of members of their immediate families.

10. Each country will facilitate participation of their nationals, companies and economic organizations in fairs and exhibitions, organized in the other country.

11. Both countries will facilitate the exchange of economic, commercial and technical information in fields of mutual interest, including information concerning trade in major agricultural commodities, among institutions, enterprises and economic organizations.

12. Both countries reaffirm their desire promptly and equitably to settle on an amicable basis commercial disputes which may arise. Commercial contracts should include provisions concerning arbitration of disputes resulting from commercial transactions.

Such understandings will stipulate that the arbitration be effected in accordance with the regulations of the International Chamber of Commerce in Paris and will designate as place for arbitration a city in a country other than the United States or Romania which is a party to the 1958 Convention on recognition and application of foreign arbitration decisions, or any other modality agreed upon in the terms of the contract.

13. With the view of broadening and supporting economic relations between the two countries, it was agreed to establish a joint Romanian-American Economic Commission which will meet annually, alternatively in Bucharest and Washington.

The Commission will consider questions and problems relating to the reciprocal establishment of business facilities to promote economic cooperation, as well as any other matters arising in the course of their economic, industrial and technological cooperation.

The Commission will also facilitate as appropriate the establishment of joint consultative groups between representatives of firms, companies and economic organizations of the two countries on matters of particular interest.

UNION OF SOVIET SOCIALIST REPUBLICS

Fisheries: King and Tanner Crab

Agreement signed at Washington July 18, 1975;
Entered into force August 1, 1975.
With related letter and statement.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
RELATING TO FISHING FOR KING AND TANNER CRAB

The Government of the United States of America and the Government of the Union of Soviet Socialist Republics,

Having considered in a spirit of mutual understanding their problems relating to the king and tanner crab fisheries on the continental shelf in light of their ratifications of the Convention on the Continental Shelf adopted at Geneva, 1958, [1]

Taking into account the existing fishery of the Soviet Union for king and tanner crab in the eastern Bering Sea, and

Desiring to adopt the necessary measures for conserving the stocks of king crab and tanner crab in the fisheries areas provided for by the Agreement,

Have agreed as follows:

[1] TIAS 5578; 15 UST 471.

1. The king crab and tanner crab are natural resources of the continental shelf over which the coastal state exercises sovereign rights for the purposes of exploration and exploitation in accordance with the provisions of Article 2 of the Convention on the Continental Shelf.

2. Nationals and vessels of the Soviet Union may continue to carry out fishing for king and tanner crab on the continental shelf of the United States during 1975 and 1976 in that area of the eastern Bering Sea described in the Appendix to this Agreement, provided that the annual commercial catch of king crab and tanner crab by Soviet nationals and vessels in such area shall not exceed 112,000 king crabs and 4.05 million tanner crabs each in 1975 and 1976.

3. Each Government will apply the measures specified in paragraphs 3 and 4 of the Appendix to this Agreement to its nationals and vessels engaged in the king and tanner crab fisheries in the eastern Bering Sea. Either Government shall, if requested by the other Government, provide opportunity for observation of the conduct of enforcement of the provisions of this Agreement and for that purpose shall permit duly authorized officers of the other Government to board its vessels engaged in the king and tanner crab fisheries in the eastern Bering Sea. These officers will make a report on the results of their observations; the report will be forwarded to the Government of the flag State for appropriate action, if such action should be necessary.

4. The two Governments will continue and intensify their study of the king and tanner crab resources in the eastern Bering Sea and will exchange annually by November 30 the data resulting

from such study including also, to the extent possible, an estimate of the maximum sustainable yield of the resources. The data to be furnished by each Government may be prepared in accordance with its own methodology and shall include, but not be limited to, the categories of data described in the Appendix to this Agreement. The two Governments will also provide for the exchange of scientific personnel engaged in the study of the king crab and tanner crab resources.

5. This Agreement shall replace the Agreement of February 21, 1973 between the two Governments relating to fishing for king and tanner crab, as extended by exchanges of notes. [1] It shall enter into force on August 1, 1975 and shall remain in force through December 31, 1976. At the request of either Government, representatives of the two Governments will meet at a mutually convenient time within sixty days of receipt of such request with a view to modifying the present Agreement. In any event, representatives of the two Governments will meet at a mutually convenient time prior to the expiration of the period of validity of this Agreement to review the operation of the Agreement and to decide on future arrangements. Notwithstanding the above, at any time during the period of force of the Agreement, either Government may communicate to the other Government its intention to denounce this Agreement, in which case this Agreement shall terminate one month from the date of receipt of the communication. As soon as possible after receipt of such communication, representatives of the two Governments will meet to discuss possible future arrangements.

[1] TIAS 7571, 8150; 24 UST 603; *ante*, p. 1999.

IN WITNESS WHEREOF, the undersigned, being duly authorized for this purpose, have signed this Agreement.

DONE at Washington, July 18 , 1975, in duplicate, in the English and Russian languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

[1]

FOR THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS:

[2]

[1] Thomas A. Clingan, Jr.
[2] V. M. Kamentsev

APPENDIX

1. The area referred to in paragraph 2 of the Agreement is that portion of the southeastern Bering Sea lying seaward of twelve nautical miles from the baseline from which the United States territorial sea is measured west of 164° West Longitude and north of 55°30' North Latitude.

2. The annual commercial catch of king crab and tanner crab by Soviet nationals and vessels referred to in paragraph 2 of the Agreement shall not exceed:

a. 750,000 tanner crabs (750 metric tons) in the area bounded by straight lines connecting the following coordinates in the order listed:

North Latitude	West Longitude
58°09'	164°00'
57°00'	168°00'
57°40'	169°50'
57°40'	170°50'
57°00'	170°50'
56°20'	169°55'
56°20'	168°00'
55°30'	168°00'
55°30'	164°00'
58°09'	164°00'

b. 112,000 king crabs (356 metric tons) and 3.3 million tanner crabs (2,310 metric tons) in the waters north and west of and adjacent to the area designated in subparagraph a above.

3. a. Female king and tanner crabs, king crabs less than 15.8 cms. in maximum carapace width, and soft-shelled king and tanner crabs shall not be retained and used. Any such crabs taken incidentally, any king crabs taken in excess of the agreed quotas, and any tanner crabs taken in excess of the agreed quotas in each of the areas shall be returned immediately to the sea with a minimum of injury.

b. King crabs and tanner crabs shall not be taken by means of fishing gear other than pots.

4. Unless otherwise agreed by the two Governments, only pots may be used to capture king crabs and tanner crabs for commercial purposes and no trawling by Soviet fishing vessels may be conducted for other species in that area lying seaward of twelve nautical miles from the baseline from which the United States territorial sea is measured within the following boundaries: a line running from a point on the Bering Sea coast of the Alaska Peninsula due west along 55°54' North Latitude to its intersection with a line connecting two points 56°20' North Latitude, 163°00' West Longitude, and 55°16' North Latitude, 166°10' West Longitude, thence southwesterly along the said line to its intersection with a line passing between Cape Navarin and Cape Sarichef at 55°16' North Latitude, 166°10' West Longitude, thence southeasterly along the Cape Navarin-Sarichef line to Cape Sarichef.

5. The data referred to in paragraph 4 of the Agreement are:

a. Biological Data.

(1) Tag returns: tag number and/or tag; date and location of capture (latitude and longitude); sex, length, width, and weight of crab; condition of shell.

(2) Life history data: length, width, weight, and age of crab by sex; moult data; breeding habits, feeding habits, migration habits.

(3) Publications dealing with king crabs and tanner crabs in the Bering Sea and North Pacific.

b. Catch Statistics.

Total annual and monthly catches by 1° of longitude.

c. Effort Statistics.

(1) Description of pots; number of pot lifts per month by 1° of longitude.

(2) Number of fleets operated by dates of operations; number of pot boats.

d. Production Statistics.

(1) Canned crab: number of cases, number of crabs per case, quantity of meat per case.

(2) Frozen crab: description of units and number of units; number of crabs.

СОГЛАШЕНИЕ

между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик о промысле королевского краба и краба-стригуна

Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик,

Рассмотрев в духе взаимопонимания проблемы, касающиеся промысла королевского краба и краба-стригуна на континентальном шельфе в свете ратификации ими Конвенции о континентальном шельфе, принятой в Женеве в 1958 году,

Учитывая, что Советский Союз ведет промысел королевского краба и краба-стригуна в восточной части Берингова моря и,

Стремясь к принятию необходимых мер по сохранению запасов королевского краба и краба-стригуна в районах промысла, предусмотренных настоящим Соглашением,

Согласились о нижеследующем:

1. Королевский краб и краб-стригун являются естественными ресурсами континентального шельфа, над которым прибрежное государство осуществляет суверенные права в целях разведки и разработки указанных ресурсов в соответствии с положениями статьи 2 Конвенции о континентальном шельфе.

2. Граждане и суда Советского Союза могут продолжать вести промысел королевского краба и краба-стригуна на континентальном шельфе Соединенных Штатов в течение 1975 и 1976 гг., в районе восточной части Берингова моря, указанном в Приложении к настоящему Соглашению, при условии, что ежегодный промышленный улов королевского краба и краба-стригуна советскими гражданами и судами в этом районе не будет превышать 112.000 штук королевского краба и 4.050 тысяч штук краба-стригуна как в 1975, так и в 1976 годах.

3. Каждое Правительство будет применять меры, изложенные в параграфах 3 и 4 Приложения к настоящему Соглашению к своим гражданам и судам, занимающимся промыслом королевского краба и краба-стригуна в восточной части Берингова моря. Любое из Правительств, если к нему

обратится с просьбой другое Правительство, предоставит возможность для наблюдения за осуществлением положений настоящего Соглашения и, с этой целью, позволит должным образом уполномоченным должностным лицам другого Правительства подняться на борт своих судов, занятых промыслом королевского краба и краба-стригуна в восточной части Берингова моря. Этими должностными лицами составляется отчет о результатах наблюдения; отчет направляется Правительству государства, под флагом которого плавает судно, для принятия, в случае необходимости, соответствующих мер.

4. Оба Правительства продолжат и расширят свои исследования ресурсов королевского краба и краба-стригуна в восточной части Берингова моря и ежегодно к 30 ноября будут обмениваться данными о результатах таких исследований, в том числе, насколько это возможно, об оценке максимального устойчивого улова из этих ресурсов. Данные, которые должны представляться каждым Правительством, могут быть подготовлены в соответствии с его собственной методикой и должны включить те категории данных, которые указаны в Приложении к настоящему Соглашению, но не будут ограничиваться ими. Оба Правительства обеспечат также обмен научными сотрудниками, занимающимися исследованиями ресурсов королевского краба и краба-стригуна.

5. Настоящее Соглашение заменяет Соглашение между обоими Правительствами от 21 февраля 1973 года о промысле королевского краба и краба-стригуна, продленное путем обмена нотами. Оно вступает в силу 1 августа 1975 г. и остается в силе по 31 декабря 1976 г. По просьбе любого из Правительств представители обоих Правительств встретятся во взаимоприемлемое время в течение шестидесяти дней после получения такой просьбы с целью изменения настоящего Соглашения. В любом случае представители обоих Правительств встретятся во взаимоприемлемое время до истечения срока действия нстоящего Соглашения с тем, чтобы рассмотреть, как осуществляется Соглашение и решить вопрос о дальнейших мероприятиях. Независимо от вышеизложенного, в любое время в период нахождения в силе настоящего Соглашения, любое из Правительств может сообщить другому Правительству о своем намерении денонсировать настоящее Соглашение, и в этом случае настоящее Соглашение теряет силу через месяц со дня получения такого уведомления. После получения такого уведомления представители обоих Правительств встретятся в кратчайший срок, чтобы обсудить возможные дальнейшие мероприятия.

В удостоверение чего нижеподписавшиеся, будучи должным образом на то уполномочены, подписали настоящее Соглашение.

Совершено в Вашингтоне 18 июля 1975 года, в двух экземплярах, каждый на английском и на русском языках, причем оба текста имеют одинаковую силу.

ЗА ПРАВИТЕЛЬСТВО СОЕДИНЕННЫХ ШТАТОВ АМЕРИКИ

ЗА ПРАВИТЕЛЬСТВО СОЮЗА СОВЕТСКИХ СОЦИАЛИСТИЧЕСКИХ РЕСПУБЛИК

ПРИЛОЖЕНИЕ

I. К району, упомянутому в параграфе 2 Соглашения, относится юго-восточная часть Берингова моря, простирающаяся в сторону моря за пределы двенадцати морских миль от исходных линий, от которых отсчитываются территориальные воды Соединенных Штатов, к западу от I64° западной долготы и к северу от 55°30' северной широты.

2. Годовой промысловый вылов королевского краба и краба-стригуна советскими гражданами и судами, упомянутый в параграфе 2 Соглашения, не должен превышать:

а) 750 тысяч штук (750 метрических тонн) краба-стригуна в районе, лежащем в пределах границ, образованных прямыми линиями, проведенными между следующими координатами в перечисленном ниже порядке:

Северная широта	Западная долгота
58°09'	I64°00'
57°00'	I68°00'
57°40'	I69°50'
57°40'	I70°50'
57°00'	I70°50'
56°20'	I69°55'
56°20'	I68°00'
55°30'	I68°00'
55°30'	I64°00'
58°09'	I64°00'

в) II2.000 штук (356 метрических тонн) королевского краба и 3.3 млн.штук (23I0 метрических тонн) краба-стригуна в водах, прилежащих на севере и западе к району, обозначенному в подпараграфе "а".

3. а) Самки королевского краба и краба-стригуна, королевский краб, максимальная ширина панциря которого менее I5,8 см., королевский краб и краб-стригун с мягким панцирем не должны быть оставлены и использованы. Таких крабов, добытых случайно, и королевских крабов, добытых сверх согласованной квоты, а также любых крабов-

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стригунов, добытых свыше согласованных квот в каждом из районов, следует немедленно вернуть в море с минимальными повреждениями.

в) Королевский краб и краб-стригун не должны добываться другими орудиями лова, кроме ловушек.

4. Если между обоими Правительствами не будет достигнуто иной договоренности, вылов королевского краба и краба-стригуна в промысловых целях может производиться только ловушками, а другие виды не будут облавливаться советскими рыболовными судами, ведущими промысел тралом в районе, простирающемся в сторону моря за пределы двенадцати морских миль от исходных линий, от которых отсчитываются территориальные воды Соединенных Штатов, в пределах следующих границ: линия, идущая из точки на берингово-морском побережье полуострова Аляска на запад вдоль 55°54' с.ш. до пересечения с линией, соединяющей точки с координатами 56°20' с.ш. и 163°00' з.д., 55°16' с.ш. и 166°10' з.д., затем на юго-запад вдоль указанной линии до пересечения с линией, проходящей между мысом Наварин и мысом Сарычева, в точке 55°16' с.ш. и 166°10' з.д. и далее на юго-восток вдоль линии мыс Наварин - мыс Сарычева до мыса Сарычева.

5. Данными, упомянутыми в параграфе 4 Соглашения являются:

А. Биологические данные

/1/ Возврат меток: номер метки и/или метка; дата и место вылова (широта и долгота); пол, длина, ширина и вес краба; состояние панциря.

/2/ Данные о биологическом цикле жизни: длина, ширина, вес и возраст краба с учетом пола; данные о линьке; размножение, питание, миграция.

/3/ Печатные издания о королевском крабе и крабе-стригуне в Беринговом море и в северной части Тихого океана.

В. Статистика уловов

Общий вылов в год и по месяцам по подрайонам, ограниченным 1° долготы.

С. Статистика промыслового усилия

/I/ Описание ловушек; количество поднятых ловушек за месяц по подрайонам, органиченным I° долготы.

/2/ Количество действующих флотилий по срокам работы; количество судов, работающих с ловушками.

Д. Статистика продукции

/I/ Консервированный краб: количество ящиков, количество крабов на ящик, количество мяса на ящик.

/2/ Замороженный краб: описание блоков, количество блоков, количество крабов.

[RELATED LETTER]

DEPARTMENT OF STATE

Washington, D.C. 20520

July 18, 1975

Excellency:

This letter is with reference to our recent discussions concerning fisheries matters and the agreements entered into pursuant to these discussions; the Agreement Relating to Fishing for King and Tanner Crab, and the Agreement Regarding Fisheries in the Northeastern Pacific Ocean Off the Coast of the United States of America.[1] These agreements replace previous agreements covering similar subjects entered into in February of 1973. By their terms these new agreements enter into force on August 1, 1975.

With regard to the entry into force of these agreements, we recognize that it will take some time for the appropriate authorities of the Soviet Union to notify Soviet fishermen of the changes in fishing activities required under the new agreements. Accordingly, in order to provide time for such notification, we will not begin enforcement of the provisions of these new agreements which are different from the requirements in the previous agreements, until August 10, 1975.

Sincerely,

THOMAS A. CLINGAN, JR.

Thomas A. Clingan, Jr.

His Excellency
Vladimir M. Kamentsev,
Chairman of the Delegation of the
Union of Soviet Socialist
Republics.

[1] TIAS 7573, 8150; 24 UST 631; *ante*, p. 1999.

ORAL STATEMENT

OF

Thomas A. Clingan, Jr.

Head of the U.S. Delegation to the

US/USSR Fisheries Consultations

With regard to the arrangements concluded today between our Governments relating to Fishing for King and Tanner Crab in the Eastern Bering Sea in 1975 and 1976, it is my understanding that prior to the conduct of a crab fishery by Soviet vessels under this agreement, the appropriate authorities of the two Governments will consult concerning arrangements for placing United States observers aboard Soviet vessels fishing for crab in the area concerned. I understand that for this purpose, appropriate authorities of the Union of Soviet Socialist Republics will give 60 days advance notice of the intention to conduct such fishery in order to ensure that an observer program can be effectively implemented.

SWITZERLAND

Air Charter Services

Understanding effected by exchange of letters Signed at Bern November 20 and 24, 1975; Entered into force November 24, 1975.

The Swiss Director of the Federal Air Office to the American Chargé d'Affaires ad interim

Eidgenössisches Luftamt
Office fédéral de l'air
Ufficio aeronautico federale

℗ 031-61 41 11
Telegr.: Offair Bern
Telex: 32 110 Ofair ch

Mr. Harry I. Odell, Chargé d'Affaires a.i.
U.S. Embassy
Jubiläumsstrasse 93

3005 Berne

Ihr Zeichen / Votre référence / Vostra referenza	Ihre Nachricht vom / Votre communication du / Vostra comunicazione del	Unser Zeichen / Notre référence / Nostra referenza	Rückfrage / Rappel / Richiamo ℗	3003 Bern, Bundeshaus Inselgasse
		14/N-Sz	031/61 59 82	20th November, 1975

Gegenstand / Objet / Oggetto

Dear Mr. Odell,

From the 29th to 31st of October, 1975 representatives of the Federal Air Office and the Government of the United States of America discussed current rules applicable to passenger air charter traffic between Switzerland and the United States and reached the following Understanding:

A. Principles

1. Subject to compulsory clauses of their national air laws the air transport authorities of each country will accept as charterworthy air charter traffic which originates in the territory of the other and which is organized and operated pursuant to the rules of the other air transport authorities, or according to waivers of such rules granted for exceptional reasons.

2. The air transport authorities of the country where a passenger charter is originated have the prime responsibility for the enforcement of charterworthiness rules.[1]

---

1) 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 for any series of affinity charter flights.
With respect to the substitution of not previously listed "advance charter" (i.e. TGC/ABC) passengers on a series of flights, the air transport authorities of the receiving country reserve their right to impose conditions consistent with compulsary provisions of their national law.

In einem Brief nur eine Angelegenheit behandeln
Ne traiter qu'un seul objet par lettre
Pregasi trattare un solo oggetto per lettera

Korrespondenzen bitte an das Amt, nicht persönlich, adressieren
Prière d'adresser toute correspondance directement à l'office
Indirizzare impersonalmente all'ufficio

3. Passenger charterworthiness rules will be applied and enforced in a nondiscriminatory manner.

4. Modifications or additions to the charterworthiness rules of the air transport authorities of one country 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 air transport authorities of the other country.

   Other modifications shall be brought to the attention of the other air transport authorities, who may deny or revoke with immediate effect acceptance of those changes.

5. The airlines of both countries shall submit price information on charter contracts between the airline and the charterer as air transport authorities of either country may request.

B. Traffic Originating in Switzerland

The rules governing this traffic must be within the limits laid down in the Swiss air law. The particular charter types authorized for traffic are listed in the Annex to this Exchange of Letters.

C. Traffic Originating in the United States

The rules governing charter traffic are set forth in the Economic Regulations and Special Regulations of the Civil Aeronautics Board.

D. Operating Environment

The air transport authorities of each country will continue the present practices of applying reciprocity in approval of charter flights by the airlines of the other country. If air transport authorities of either country contemplate a unilateral departure from these practices they will give prior notice to the other authorities and agree to consultations.

E. Implementation

1. This Understanding shall become effective upon receipt by the Federal Air Office of a confirmation that the Government of the United States agrees to its terms, and shall remain in force until the 31st of December, 1976.

2. This Understanding shall supercede the Exchange of Letters dated the 12th of June, 1974 and the 26th of July, 1974,[1] as supplemented by the letter of the Swiss Federal Air Office of the 7th of March, 1975.[2]

3. Consultations between the air transport authorities for any reason relating to this Understanding shall be held upon request by the air transport authorities of either country.

Your written confirmation that the above Understanding is acceptable to you will, upon its receipt by the Swiss Federal Air Office, place it into effect.

Yours sincerely,

DIRECTOR
OF THE FEDERAL AIR OFFICE

W. Guldimann

W.Guldimann

Annex:

Swiss charter categories

[1] Should read "12th of June, 1974 and the 25th of July, 1974". TIAS 7916; 25 UST 2396.

[2] Not printed.

[Footnotes added by the Department of State.]

Annex

Swiss Charter Categories

Advance Booking Charters

Round trip charter flights where the aircraft is hired on behalf of one or several groups, provided that:

1. at least 60 days before the flight, a list of all the passengers in each group who have committed themselves to travel is submitted by the air carrier to the appropriate authorities;
2. such list is accompanied by a waiting-list, if any, in which the number of persons does not exceed 100% of the number of seats contracted for;
3. before the flight, a final list of passengers is submitted to the appropriate authorities showing transfers, if any, from the waiting-list to the main list, such transfers not to exceed 15% of the number of seats contracted for;
4. all the passengers are in possession of a valid and non-transferable ticket;
5. all the passengers of a group travel together, on both the outward and return portion of the journey which, save in exceptional circumstances, shall be operated by the same carrier;
6. the total duration of the journey from departure on the outward portion to arrival on the inward portion is not less than 14 days from 1 April to 31 October and not less than 10 days from 1 November to 31 March;
7. advertisements of such flights clearly identify them as charters of the advance booking type and indicate the main conditions under which they may be operated, including the name of the carrier.

Affinity Charters

Affinity charter flights originating in Switzerland must meet the following requirements:

1. the association has principal purposes, aims and objectives other than travel and sufficient prior affinity to distinguish it and set it apart from the general public;
2. the association has a permanent character and has been in existence for at least two years;
3. the total membership of the association does not exceed 50'000;
4. no part of the capacity of the aircraft is sold to persons outside the association (except other charterers);
5. the passengers of the flight have been members of the association for at least 6 months preceding the flight (or be in the family of such members);
6. the flights are advertised only to members of the association;
7. a group travels together both on the outward and return portions of the journey;
8. when several affinity groups travel on the same aircraft, each group conforms to the above criteria;
9. a passenger list is filed with the aeronautical authority at least 30 days before the departure of the flight and substitution of passengers is accepted only in cases of "force majeure".

Inclusive Tour Charters (ITC)

Each flight has to fulfill the following conditions:

1. at least local transportation airport - hotel - airport as well as hotel accommodation or similar facilities are provided at the point of destination;

2. the passenger travels together with a group in the framework of an inclusive tour and has a firm booking for the return flight before starting the tour.

Special Event Charters

Round trip charter flights for the carriage of one or more groups of passengers all attending or participating in the same special event of a religious, sporting, cultural, social, professional or other nature, in cases where the date and place of the event were not known and could not have been known in sufficient time for the participants to have qualified for the chartering of an aircraft under advance booking charter conditions or for which the minimum stay requirements of advance booking charter services are inappropriate, provided that:

1. such flights are authorised on a "ad hoc" basis by way of exception from the advance booking charter concept and subject, as far as possible, to the rules of advance booking charter flights;

2. the entire planeload travel together on the outward and return portions of the journey;

3. the duration of stay shall, where appropriate, be limited to not more than the duration of the event, or that part of it which the charter passengers wish to attend, plus a 36-hour period beforehand and a 36-hour period after it;

4. special event charters shall be operated only to the country where the special event takes place.

Student Charters

Charter flights for the carriage of students, sponsored by recognized institutions or students' associations and reserved for passengers each of whom shall be a student undergoing a full-time course of study at a recognized university or other establishment of higher education

except that:

1. members of the teaching staff or other persons may be authorized to participate as leaders of student groups, provided that the number of such leaders is no larger than is necessary for each group;
2. wives and husbands of eligible persons, as well as dependent children, may also be authorized to participate;
3. past pupils or scholars may also be authorized to participate up to 31 December of the year in which they completed their courses;
4. part-time students or scholars and students or scholars taking evening classes or correspondence courses or following courses lasting a few months shall not be eligible;
5. the above shall not include persons who have been gainfully employed and who are attending refresher courses in pursuance of their career or as retraining for a new career.

Own Use Charters

Charter flights in which the entire capacity of the aircraft is chartered by a single person (individual, firm, corporation or institution):

1. for the carriage of his or its staff provided that no part of such capacity is resold; or
2. where the charterer is other than a travel organizer, for the carriage of persons associated with the charterer for purposes other than those specified in 1., provided he does not wholly or partly, directly or indirectly, pass on the charter price to the passengers carried under the charter agreement.

Split Charters

The same aircraft may be chartered to more than one charterer for the same or different types of charters (except "own use"), provided that each charterer contracts for at least 40 seats.

The American Chargé d'Affaires ad interim to the Swiss Director of the Federal Air Office

BERN, SWITZERLAND

NOVEMBER 24, 1975

DEAR DR. GULDIMANN

I am replying to your letter of November 20, 1975, with regard to the operation of charter air services between our two countries. I am pleased to inform you that the proposed arrangements are satisfactory to the United States authorities, and I agree that they should be placed into effect on today's date.

Sincerely yours,

HARRY I. ODELL

Harry I. Odell

Chargé d'Affaires, a.i.

DR. WERNER GULDIMANN
Director,
Federal Air Office,
Inselgasse,
3003 Bern.

MULTILATERAL

International Civil Aviation

Protocol amending article 48(a) of the convention of December 7, 1944.
Done at Rome September 15, 1962;
Ratification advised by the Senate of the United States of America October 22, 1963;
Ratified by the President of the United States of America October 28, 1963;
Ratification of the United States of America deposited with the International Civil Aviation Organization November 8, 1963;
Proclaimed by the President of the United States of America December 16, 1975;
Entered into force September 11, 1975.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Protocol Relating to an Amendment to the Convention on International Civil Aviation, was done at Rome on September 15, 1962, a certified copy of which Protocol, in the English, French, and Spanish languages, is hereto annexed;

The Senate of the United States of America by its resolution of October 22, 1963, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Protocol;

On October 28, 1963, the President of the United States of America approved ratification of the Protocol;

The United States of America deposited its instrument of ratification on November 8, 1963, in accordance with the provisions of the Protocol;

The Protocol entered into force on September 11, 1975;

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 September 11, 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 sixteenth day of December in the year of our Lord one thousand nine hundred seventy-
[SEAL] five and of the Independence of the United States of America the two hundredth.

GERALD R. FORD

By the President
ROBERT S. INGERSOLL
Acting Secretary of State

TIAS 8162

68-569 O - 76 - 74

PROTOCOL

RELATING TO AN AMENDMENT TO THE CONVENTION ON INTERNATIONAL CIVIL AVIATION

[Article 48 (*a*)]

Signed at Rome, on 15 September 1962

PROTOCOLE

CONCERNANT UN AMENDEMENT À LA CONVENTION RELATIVE À L'AVIATION CIVILE INTERNATIONALE

[Article 48*a*)]

Signé à Rome, le 15 septembre 1962

PROTOCOLO

RELATIVO A UNA ENMIENDA AL CONVENIO DE AVIACIÓN CIVIL INTERNACIONAL

[Artículo 48 (*a*)]

Firmado en Roma, el 15 de septiembre de 1962

PROTOCOL

RELATING TO AN AMENDMENT TO THE CONVENTION ON INTERNATIONAL CIVIL AVIATION

Signed at Rome, on 15 September 1962

THE ASSEMBLY OF THE INTERNATIONAL CIVIL AVIATION ORGANIZATION,

HAVING MET in its Fourteenth Session, at Rome, on the twenty-first day of August, 1962,

HAVING NOTED that it is the general desire of contracting States that the minimum number of contracting States which may request the holding of an extraordinary meeting of the Assembly should be increased from the present figure of ten,

HAVING CONSIDERED it proper to increase the said number to one-fifth of the total number of contracting States,

AND HAVING CONSIDERED it necessary to amend for the purpose aforesaid the Convention on International Civil Aviation done at Chicago on the seventh day of December, 1944, [1]

APPROVED, on the ~~fifteenth~~ fourteenth day of September of the year one thousand nine hundred and sixty-two, in accordance with the provisions of Article 94(*a*) of the Convention aforesaid, the following proposed amendment to the said Convention:

> In Article 48(*a*) of the Convention, the second sentence be deleted and substituted by "An extraordinary meeting of the Assembly may be held at any time upon the call of the Council or at the request of not less than one-fifth of the total number of contracting States addressed to the Secretary General."

SPECIFIED, pursuant to the provisions of the said Article 94(*a*) of the said Convention, sixty-six as the number of contracting States upon whose ratification the proposed amendment aforesaid shall come into force, and

RESOLVED that the Secretary General of the International Civil Aviation Organization draw up a protocol, in the English, French and Spanish languages, each of which shall be of equal authenticity, embodying the proposed amendment above mentioned and the matter hereinafter appearing.

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[1] TIAS 1591, 3756, 6605, 6681; 61 Stat. 1180; 8 UST 179; 19 UST 7693; 20 UST 718.

CONSEQUENTLY, pursuant to the aforesaid action of the Assembly,

This Protocol has been drawn up by the Secretary General of the Organization;

This Protocol shall be open to ratification by any State which has ratified or adhered to the said Convention on International Civil Aviation;

The instruments of ratification shall be deposited with the International Civil Aviation Organization;

This Protocol shall come into force in respect of the States which have ratified it on the date on which the sixty-sixth instrument of ratification is so deposited;

The Secretary General shall immediately notify all Contracting States of the date of deposit of each ratification of this Protocol;

The Secretary General shall immediately notify all States parties or signatories to the said Convention of the date on which this Protocol comes into force;

With respect to any contracting State ratifying this Protocol after the date aforesaid, the Protocol shall come into force upon deposit of its instrument of ratification with the International Civil Aviation Organization.

IN FAITH WHEREOF, the President and the Secretary General of the Fourteenth Session of the Assembly of the Internation Civil Aviation Organization, being authorized thereto by the Assembly, sign this Protocol.

DONE at Rome on the fifteenth day of September of the year one thousand nine hundred and sixty-two in a single document in the English, French and Spanish languages, each of which shall be of equal authenticity. This Protocol shall remain deposited in the archives of the International Civil Aviation Organization; and certified copies thereof shall be transmitted by the Secretary General of the Organization to all States parties or signatories to the Convention on International Civil Aviation aforementioned.

PROTOCOLE

**CONCERNANT UN AMENDEMENT
À LA CONVENTION
RELATIVE À L'AVIATION CIVILE INTERNATIONALE**

Signé à Rome, le 15 septembre 1962

L'ASSEMBLÉE DE L'ORGANISATION DE L'AVIATION CIVILE INTERNATIONALE,

S'ÉTANT RÉUNIE à Rome, le vingt et un août 1962, en sa quatorzième session,

AYANT PRIS ACTE du désir général des États contractants d'augmenter le nombre minimum d'États contractants requis pour que la convocation d'une Assemblée extraordinaire puisse être demandée et qui est actuellement de dix,

AYANT ESTIMÉ qu'il convenait de porter ce nombre au cinquième du nombre total des États contractants,

ET AYANT ESTIMÉ nécessaire d'amender à cette fin la Convention relative à l'Aviation civile internationale faite à Chicago le sept décembre 1944,

A ADOPTÉ, le quinze ~~quinze~~ septembre mil neuf cent soixante-deux, conformément aux dispositions de l'alinéa *a*) de l'article 94 de la Convention précitée, le projet d'amendement à ladite Convention dont le texte suit:

> Remplacer la seconde phrase de l'alinéa *a*) de l'article 48 de la Convention par le texte suivant: « Elle peut tenir une session extraordinaire à tout moment sur convocation du Conseil ou sur requête adressée au Secrétaire général par un nombre d'États contractants égal au cinquième au moins du nombre total de ces États. »

A FIXÉ à soixante-six le nombre d'États contractants dont la ratification est nécessaire à l'entrée en vigueur dudit amendement, conformément aux dispositions de l'alinéa *a*) de l'article 94 de ladite Convention et

A DÉCIDÉ que le Secrétaire général de l'Organisation de l'Aviation civile internationale devra établir en langues française, anglaise et espagnole, chacune faisant également foi, un protocole concernant l'amendement précité et comprenant les dispositions ci-dessous.

EN CONSÉQUENCE, conformément à la décision sus-mentionnée de l'Assemblée,

Le présent Protocole a été établi par le Secrétaire général de l'Organisation;

Il sera soumis à la ratification de tout État qui a ratifié la Convention relative à l'Aviation civile internationale ou y a adhéré;

Les instruments de ratification seront déposés auprès de l'Organisation de l'Aviation civile internationale;

Le présent Protocole entrera en vigueur le jour du dépôt du soixante-sixième instrument de ratification à l'égard des États qui l'auront ratifié;

Le Secrétaire général notifiera immédiatement à tous les États contractants la date du dépôt de chaque instrument de ratification dudit Protocole;

Le Secrétaire général notifiera immédiatement à tous les États parties à ladite Convention ou qui l'ont signée la date a laquelle ledit Protocole entrera en vigueur;

Le présent Protocole entrera en vigueur, à l'égard de tout État contractant qui l'aura ratifié après la date précitée, dès que cet État aura déposé son instrument de ratification auprès de l'Organisation de l'Aviation civile internationale.

EN FOI DE QUOI, le Président et le Secrétaire général de la quatorzième session de l'Assemblée de l'Organisation de l'Aviation civile internationale, autorisés à cet effet par l'Assemblée, signent le présent Protocole.

FAIT à Rome, le quinze septembre mil neuf cent soixante-deux, en un seul exemplaire rédigé en langues française, anglaise et espagnole, chacune faisant également foi. Le présent Protocole restera déposé dans les archives de l'Organisation de l'Aviation civile internationale; le Secrétaire général de l'Organisation en transmettra des copies conformes à tous les États qui sont parties à la Convention relative à l'Aviation civile internationale, mentionnée ci-dessus, ou qui l'ont signée.

PROTOCOLO

RELATIVO A UNA ENMIENDA AL CONVENIO DE AVIACIÓN CIVIL INTERNACIONAL

Firmado en Roma, el 15 de septiembre de 1962

La Asamblea de la Organización de Aviación Civil Internacional,

Reunida en su Décimocuarto Período de Sesiones, en Roma, el veintiuno de agosto de 1962,

Teniendo en cuenta el deseo general de los Estados Contratantes de que el número mínimo de Estados Contratantes que pueda pedir la celebración de una reunión extraordinaria de la Asamblea sea superior a la cifra actual de diez,

Considerando que es procedente aumentar dicho número total de Estados Contratantes,

Y considerando que, a tal fin, es necesario modificar el Convenio de Aviación Civil Internacional, firmado en Chicago el siete de diciembre de 1944,

catorce

Aprobó, el ~~quince~~ de septiembre del año mil novecientos sesenta y dos, de conformidad con lo dispuesto en el párrafo (*a*) del Artículo 94 del mencionado Convenio, la siguiente propuesta de enmienda a dicho Convenio:

> Que en el párrafo (*a*) del Artículo 48 se suprima la segunda frase y se sustituya por "La Asamblea podrá celebrar una reunión extraordinaria en cualquier momento por convocatoria del Consejo o a petición de no menos de la quinta parte del número total de Estados Contratantes dirigida al Secretario General."

Fijó, de acuerdo con lo dispuesto en el párrafo (*a*) del Artículo 94 del mencionado Convenio, en sesenta y seis el número de Estados Contratantes cuya ratificación es necesaria para que dicha propuesta de enmienda entre en vigor, y

Decidió que el Secretario General de la Organización de Aviación Civil Internacional redacte un protocolo en los idiomas español, inglés y francés, cada uno de los cuales tendrá la misma autenticidad, que contenga la propuesta de enmienda anteriormente mencionada, así como las disposiciones que se indican a continuación.

POR LO TANTO, de acuerdo con la mencionada decisión de la Asamblea,

El presente Protocolo ha sido extendido por el Secretario General de la Organización;

El presente Protocolo quedará abierto a la ratificación de todos los Estados que hayan ratificado el mencionado Convenio de Aviación Civil Internacional o se hayan adherido al mismo;

Los instrumentos de ratificación se depositarán en la Organización de Aviación Civil Internacional;

El presente Protocolo entrará en vigor, con respecto a los Estados que lo hayan ratificado, en la fecha en que se deposite el sexagésimosexto instrumento de ratificación;

El Secretario General notificará inmediatamente a todos los Estados Contratantes, la fecha de depósito de cada una de las ratificaciones del presente Protocolo:

El Secretario General notificará inmediatamente la fecha de entrada en vigor del presente Protocolo a todos los Estados partes de dicho Convenio o signatarios del mismo;

El presente Protocolo entrará en vigor, con respecto a todo Estado Contratante que lo ratifique, después de la fecha mencionada, a partir del momento en que se deposite su instrumento de ratificación en la Organización de Aviación Civil Internacional.

EN TESTIMONIO DE LO CUAL, el Presidente y el Secretario General del Décimocuarto Período de Sesiones de la Asamblea de la Organización de Aviación Civil Internacional, debidamente autorizados por la Asamblea, firman el presente Protocolo.

HECHO EN ROMA, el quince de septiembre de mil novecientos sesenta y dos, en un documento único, redactado en los idiomas español, inglés y francés, cada uno de los cuales tendrá la misma autenticidad. El presente Protocolo quedará depositado en los archivos de la Organización de Aviación Civil Internacional, y el Secretario General de la Organización transmitirá copias certificadas conformes del mismo a todos los Estados partes o firmantes del Convenio de Aviación Civil Internacional ya mencionado.

E. ORTONA

President of the Assembly
Président de l'Assemblée
Presidente de la Asamblea

R. M. MACDONNELL

Secretary General of the Assembly
Secrétaire général de l'Assemblée
Secretario General de la Asamblea

Certified to be a true and complete copy
Copie certifiée conforme
Es copia fiel y autentica

[SEAL]

for Secretary General Secrétaire General Secretario General

TIAS 8162

PERU

Air Transport Services

Understanding relating to the agreement of December 27, 1946, as amended.
Effected by exchange of notes
Signed at Lima July 7, 1975;
Entered into force July 7, 1975.
With related notes.

The American Ambassador to the Peruvian Minister of Foreign Relations

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 425

LIMA, *July 7, 1975*

EXCELLENCY:

I have the honor to refer to the consultations held between representatives of the Government of the United States of America and the Government of Peru concerning air transport relations between the two countries and to propose, on behalf of my Government, that the attached Understanding govern the conduct of each Government with respect to the scheduled passenger, cargo, and mail air services of the airlines which were designated by each Government pursuant to the Air Transport Agreement of December 27, 1946, as amended,[1] during the period of effectiveness of the Understanding.

If your Government agrees to the foregoing proposal, I have the honor to propose that this note and your reply to that effect constitute an agreement between the two Governments which shall enter into effect on the date of your reply and which shall remain in effect for a period of three years, unless otherwise agreed.

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[1] TIAS 1587, 4050, 6080; 61 Stat. 2586; 9 UST 900; 17 UST 1194. [Footnote added by the Department of State.]

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

ROBERT W. DEAN

Enclosure:
Understanding Relating to Air Transport Agreement

His Excellency
General E. P. MIGUEL ANGEL DE LA FLOR,
Minister of Foreign Relations,
Lima.

Understanding Relating to the Air Transport Agreement Between the Government of the United States of America and the Government of Peru

1. Each Government will allow the designated airline of the other country to operate, to the extent the airline makes application, fifteen flights [a] per week in each direction carrying traffic between the two countries via intermediate points. Within these totals each designated airline will be allowed to operate up to the following numbers of weekly flights in each direction carrying traffic between the points indicated:

For AeroPeru		For Braniff	
Lima-Miami	7	Miami-Lima	7
Lima-Los Angeles	3	San Francisco/Los Angeles-Lima	3
Lima-New York	12	New York-Lima	12
Lima-Washington	3	Washington-Lima	3
Guayaquil-Miami	3	Panama-Lima	10
Guayaquil-New York	3	Cali-Lima	2
Guayaquil/Quito-Los Angeles	3	Bogota-Lima	3
Bogota-Miami	3	Quito-Lima	4
Bogota-New York	3	Guayaquil-Lima	4

2. With respect to services south of Lima, in recognition of the fact that AeroPeru has the ability to carry traffic between points south of Peru and authorized points in the United States, the Government of Peru will allow Braniff Airways to operate a total of ten flights per week in each direction carrying traffic between Lima and points south of Lima, within which total Braniff may operate the following

[a] Using narrow-bodied aircraft.

numbers of flights per week in each direction carrying traffic between the points indicated:

Lima-La Paz	4	Lima-Buenos Aires	5[b]
Lima-Asuncion	2	Lima-Sao Paulo/Rio de Janeiro	3[c]
Lima-Santiago	5		

All flights between Lima and Buenos Aires will serve at least one intermediate point in each direction and, if four or five flights are operated, two flights will serve two intermediate points in each direction.

3. It is understood that, in view of AeroPeru's projections for the period of this Understanding, AeroPeru will make application for the first two years for the following flights per week in each direction serving points in the United States:

Up to seven flights serving Miami
Up to five flights serving New York
Up to three flights serving Los Angeles
Flights serving New York will also serve Miami.

4. Each airline will file schedules with the aeronautical authorities of the other country at least thirty days in advance of the effective date of the schedule, and such schedules will be allowed to become effective on the proposed date of effectiveness, provided they conform with the terms of this Understanding. Schedules may be filed in less than thirty days with special permission, particularly if they involve minor changes such as changes in times of operation. Each airline may, in its schedules, omit points on any or all flights except as otherwise provided in this Understanding (provided at least one point in the homeland is served on each flight), combine authorized points in any order, and operate more flights in one direction on a route segment than in the other.

5. Each Government will, subject to the provisions of Article 2 of the Air Transport Agreement, issue such operating permits to the respective airlines as may be necessary to implement this Understanding. Such operating permits will be issued as soon as possible. Pending their issuance, each Government will authorize, to the extent legally possible, the operations contemplated by this Understanding as of the date this Understanding comes into effect.

6. In view of the mutual and reciprocal benefits accorded by this Understanding, neither Government will require from the airline of the other country benefits other than those specified in this Understanding.

[b] Braniff will not operate more than four flights per week in each direction carrying traffic between Lima and Buenos Aires until AeroPeru operates five flights per week in each direction at New York.

[c] Braniff will not operate more than two flights per week in each direction carrying traffic between Lima and Sao Paulo/Rio de Janeiro until AeroPeru operates three flights per week in each direction at New York.

7. Either Government may terminate this Understanding upon thirty days notice at any time after the Understanding has been in effect for two years. In this event, consultations will be held within thirty days for the purpose of arriving at a new agreement, and pending the conclusion of such consultations, the previously existing levels of service will be allowed to continue and, in addition, both airlines may operate the same number of flights carrying traffic between the United States and Lima and, to the south of Lima, the same number of flights operated by AeroPeru carrying traffic to and from the United States.

8. The English and Spanish language versions of this Understanding shall be of equal authenticity.

The Peruvian Minister of Foreign Relations to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

NUMERO: (SG) 102

Lima, 7 de julio de 1975

Señor Embajador:

Tengo el honor de avisar recibo de la Nota de Vuestra Excelencia de fecha de hoy, respecto al Entendimiento relacionado al Convenio de Transporte Aéreo entre nuestros dos Gobiernos, y cuyo texto traducido al Castellano es el siguiente:

"Excelencia.
Tengo el honor de hacer referencia a las consultas celebradas por representantes del Gobierno de los Estados Unidos de América y del Gobierno del Perú concernientes a las relaciones que en cuanto a transporte aéreo mantienen los dos países y de proponer, a nombre de mi Gobierno, que el Entendimiento adjunto rija la conducta de cada Gobierno con respecto a los servicios de transporte aéreo regular de pasajeros, carga y correo de las líneas aéreas que fueron designadas por cada Gobierno de conformidad con el Convenio de Transporte Aéreo, enmendado , del 27 de Diciembre de 1946, durante el período de vigencia del Entendimiento.
Si su Gobierno estuviere de acuerdo con la propuesta que antecede, tengo el honor de proponer que esta nota y su respuesta a tal efecto constituyan un acuerdo entre los dos Gobiernos que entrará en vigor en la fecha de su respuesta y que permanecerá en vigor durante un período de tres años, a menos que se convenga lo contrario.
Sírvase aceptar, Excelencia, las seguridades que reitero a usted de mi más alta consideración y estima."

En respuesta tengo a honra manifestar a Vuestra Excelencia que mi Gobierno acepta esa propuesta y en consecuencia, otorga su consentimiento a que en virtud de la Nota de Vuestra Excelencia y la presente, el Entendimiento relacionado al Convenio de Transporte Aéreo constituya un acuerdo entre nuestros dos Gobiernos, el cual entra en vigencia en la fecha de hoy y regirá por un período de tres años, salvo que entretanto el Gobierno de Vuestra Excelencia y el mío llegasen a otro acuerdo. El Entendi -

Al Excelentísimo Señor
ROBERT DEAN
Embajador Extraordinario y Plenipotenciario de los
Estados Unidos de América
C I U D A D.-

miento relacionado al Convenio de Transporte Aéreo de fecha 28 de junio de 1975, anexo a la presente nota, constituye parte de la misma en sus dos versiones originales, en Castellano y en Inglés.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

Entendimiento Relacionado al Convenio

Sobre Transporte Aéreo entre el

Gobierno del Perú y el

Gobierno de los Estados Unidos de América

1. Cada Gobierno permitirá a la línea aérea designada del otro país operar, en la medida que lo solicite la línea aérea, quince vuelos[a] semanales en cada dirección transportando tráfico entre los dos países por vía de puntos intermedios. Dentro de estos totales, se permitirá a cada línea aérea designada operar hasta los siguientes números de vuelos semanales en cada dirección transportando tráfico entre los puntos indicados :

Para AeroPerú		Para Braniff	
Lima - Miami	7	Miami - Lima	7
Lima - Los Angeles	3	San Francisco/ Los Angeles - Lima	3
Lima - Nueva York	12	Nueva York - Lima	12
Lima - Washington	3	Washington - Lima	3
Guayaquil - Miami	3	Panamá - Lima	10
Guayaquil - Nueva York	3	Cali - Lima	2
Guayaquil/Quito - Los Angeles	3	Bogotá - Lima	3
Bogotá - Miami	3	Quito - Lima	4
Bogotá - Nueva York	3	Guayaquil - Lima	4

a/ Usando aeronaves de fuselage angosto

2. Respecto a servicios al Sur de Lima, en reconocimiento del hecho que AEROPERU tiene la posibilidad de transportar tráfico entre puntos al - Sur del Perú y pontos autorizados en los Estados Unidos, el Gobierno del Perú permitirá a Braniff Airways operar un total de diez vuelos semanales en cada dirección transportando tráfico entre Limo y puntos al Sur de Lima, dentro de cuyo total Braniff puede operar los siguientes números de vuelos semanales en cada dirección transportando tráfico - entre los puntos indicados :

Lima - La Paz	4
Lima - Asunción	2
Lima - Santiago	5
Lima - Buenos Aires	5 b/
Lima - Sao Paulo/Río de Janeiro	3 c/

Todos los vuelos entre Lima y Buenos Aires servirán por lo menos un punto intermedio en cada dirección y de operarse cuatro o cinco vuelos, dos vuelos servirán dos puntos intermedios en cada dirección.

---

b/ Braniff no operará más de cuatro vuelos semanales en coda dirección transportando tráfico entre Lima y Buenos Aires hasta que AeroPerú opere cinco vuelos semanales en cada dirección a Nueva York.

c/ Braniff no operará más de dos vuelos semanales en cada dirección transportando tráfico entre Lima y Sao Paulo / Río de Janeiro hasta que AeroPerú opere tres vuelos semanales en coda dirección a Nueva York.

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3.- Queda entendido que, en vista de las proyecciones de AeroPerú para el período de este Entendimiento, AeroPerú solicitará para los primeros dos años los siguientes vuelos semanales en cada dirección, sirviendo puntos en los Estados Unidos :

Hasta siete vuelos sirviendo Miami

Hasta cinco vuelos sirviendo Nueva York

Hasta tres vuelos sirviendo Los Angeles

Los vuelos que sirvan Nueva York también servirán Miami.

4.- Cada línea aérea presentará itinerarios a las autoridades aeronáuticas del otro país con una anticipación de por lo menos treinta días a la fecha en que entre en vigor el itinerario, y se permitirá que tales itinerarios entren en vigor en la fecha propuesta, siempre y cuando estuvieren en consonancia con los términos de este Entendimiento. Los itinerarios podrán presentarse con menos de treinta días de anticipación cuando para ello se otorgue permiso especial, particularmente si entrañan cambios menores como - cambios en los horarios de operaciones. Cada línea aérea podrá omitir puntos en sus itinerarios en cualquiera de o en todos sus vuelos, a excepción de lo dispuesto de otro modo en este Entendimiento (siempre y cuando se sirva por lo menos un punto en el país de la nacionalidad de la aerolínea); combinar puntos autorizados en cualquier orden, y operar más vuelos en una dirección en un segmento de ruta que en la otra.

5.- Cada Gobierno expedirá, con sujeción a las disposiciones del Artículo 2 del Convenio de Transporte Aéreo, los permisos de operación a las líneas aéreas respectivas que fueren necesarios para la puesta en aplicación de este Entendimiento. Tales permisos de operación serán

expedidos a la brevedad posible. Mientras estuviere pendiente su expedición, cada uno de los Gobiernos autorizará, en la medida legalmente posible, las operaciones que se contemplan en este Entendimiento, a partir de la fecha en que entre en vigor este Entendimiento.

6.- En vista de los beneficios mutuos y recíprocos que se derivan de este Entendimiento, ninguno de los dos Gobiernos exigirá de la línea aérea del otro país beneficios que no fueren aquellos que aquí se especifican.

7.- Cualquiera de los Gobiernos podrá dar por terminado este Entendimiento con treinta días de anticipación, en cualquier momento, a partir de los dos años de vigencia del mismo. Si esto sucede, se llevarán a cabo consultas dentro de treinta días con el objeto de llegar a un nuevo acuerdo, y, pendiente la conclusión de dichas consultas, los anteriores niveles de servicios se mantendrán y, además, ambas compañías aéreas podrán operar el mismo número de vuelos transportando tráfico entre los Estados Unidos y Lima y, al Sur de Lima, el mismo número de vuelos operados por AeroPerú transportando tráfico a y desde los Estados Unidos.

8.- Las versiones en Castellano e Inglés, del presente Entendimiento tendrán igual autenticidad.

TRANSLATION

MINISTRY OF FOREIGN RELATIONS

No. (SG) 102

Lima, July 7, 1975

Mr. Ambassador:

I have the honor to acknowledge the receipt of Your Excellency's note dated today, regarding the Understanding Relating to the Air Transport Agreement between our two Governments, the text of which, translated into Spanish, reads as follows:

[For the English language text, see p. 2384.]

In reply I have the honor to inform Your Excellency that my Government accepts the proposal and consequently it agrees that, in accordance with Your Excellency's note and this reply thereto, the Understanding Relating to the Air Transport Agreement shall constitute an agreement between our two Governments, which shall enter into force on this date and shall remain in force for a period of three years, unless otherwise agreed in the meantime by Your Excellency's Government and mine. The Understanding Relating to the Air Transport Agreement of June 28, 1975, enclosed with this note, shall constitute a part thereof in its two original versions, in the Spanish and English languages.

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

M.A. de la Flor

His Excellency
Robert Dean,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

[RELATED NOTES]

EMBASSY OF THE
UNITED STATES OF AMERICA

No. 426

LIMA, *July 7, 1975*

EXCELLENCY:

I have the honor to refer to the Understanding Relating to the Air Transport Agreement between our two Governments which enters into effect today by an exchange of diplomatic notes and to propose that paragraph 5 thereof be implemented by both Governments as follows:

1. The aeronautical authorities of each country will, as of today, restore such authorizations as the airline of the other country previously enjoyed up to and in accordance with the levels of service and terms provided in paragraphs 1 and 2 of the Understanding.

2. The aeronautical authorities of each country will use their best efforts to issue a new or amended operating permit to the airline of the other country providing for the rights specified in the Understanding as soon as possible and no later than mid-September 1975 assuming timely application by the airline. Such permits will be valid for a period of at least one year from today and will be renewable for the life of the Understanding.

I would appreciate receiving confirmation that the foregoing proposal is acceptable to your Government.

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

ROBERT W. DEAN.

His Excellency
General E. P. MIGUEL ANGEL DE LA FLOR,
Minister of Foreign Relations,
Lima.

MINISTERIO DE RELACIONES EXTERIORES

NUMERO (SG) 103

Lima, 7 de julio de 1975

Señor Embajador:

Tengo el honor de avisar recibo de la Nota de Vuestra Excelencia de la fecha, respecto a la implementación del Entendimiento relacionado al Convenio de Transporte Aéreo, y cuyo texto traducido al castellano es el siguiente:

"Excelencia.
Tengo el honor de referirme al Entendimiento relacionado al Convenio de Transporte Aéreo entre nuestros dos Gobiernos que entra en vigencia en la fecha, mediante un intercambio de Notas Diplomáticas y propongo que el párrafo 5 del mismo sea ejecutado por ambos Gobiernos de la siguiente manera:
1.- A partir de la fecha, las autoridades aeronáuticas de cada país restituirán las autorizaciones de que gozaba la aerolínea del otro país anteriormente hasta y de acuerdo con los niveles de servicio y condiciones previstas en los párrafos 1 y 2 del Entendimiento.
2.- Las autoridades aeronáuticas de cada país desplegarán sus mejores esfuerzos para expedir un Permiso de Operación nuevo o enmendado a la aerolínea del otro país, sujeto a una oportuna solicitud por parte de la aerolínea, concediéndose los derechos señalados en el Entendimiento lo antes posible y a más tardar a mediados de Setiembre de 1975. Dichos Permisos serán válidos por un período de por lo menos un año a partir de la fecha y serán renovables durante la vigencia del Entendimiento.
Agradeceré a Vuestra Excelencia confirmarme que esta propuesta es aceptable para su Gobierno."

Tengo el honor de confirmar a Vuestra Excelencia que esta propuesta es aceptable para mi Gobierno.

Aprovecho la oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta y distinguida consideración.

M. A. F. Barrenechea

Al Excelentísimo Señor
ROBERT DEAN
Embajador Extraordinario y Plenipotenciario de los
Estados Unidos de América
C I U D A D .-

TRANSLATION

MINISTRY OF FOREIGN RELATIONS

No. (SG) 103

Lima, July 7, 1975

Mr. Ambassador:

I have the honor to acknowledge the receipt of Your Excellency's note dated today, regarding the implementation of the Understanding Relating to the Air Transport Agreement, the text of which, translated into Spanish, reads as follows:

[For the English language text, see p. 2395.]

I have the honor to confirm to Your Excellency that this proposal is acceptable to my Government.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

M.A. de la Flor

His Excellency
Robert Dean,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
City.

POLISH PEOPLE'S REPUBLIC

Agricultural Commodities

Agreement effected by exchange of notes
Signed at Washington May 15, 1975;
Entered into force May 15, 1975.

The Secretary of State to the Polish Minister of Finance

DEPARTMENT OF STATE
WASHINGTON

MAY 15, 1975

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreements between the Government of the United States of America and the Government of the Polish People's Republic signed on June 7, 1957,[1] June 10, 1959,[2] and July 21, 1960,[3] as from time to time amended, hereinafter referred to collectively as the Agreements.

I wish to confirm the understanding reached between our two Governments concerning the sale to the Government of the United States of America of dollar exchange for unused balances remaining in the dollar denominated accounts pursuant to paragraph 2(d) of Article III of each of the Agreements, such paragraphs being hereinafter referred to collectively as the Dollar Purchase Provisions.

1. Subject to paragraphs 2, 3 and 4 hereof, the Government of the United States of America agrees to defer its right under the Dollar Purchase Provisions of the Agreements to purchase the amounts of dollar exchange set forth opposite the Agreements referred to in the following schedule during the calendar years indicated in said schedule.

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[1] TIAS 3839, 3878, 3973, 4243, 4532, 6610; 8 UST 799, 1289; 9 UST 1; 10 UST 1049; 11 UST 1871; 19 UST 7788.

[2] TIAS 4245, 4288, 4415, 4532, 6610; 10 UST 1058, 1410; 11 UST 99, 1871: 19 UST 7788.

[3] TIAS 4535, 6610; 11 UST 1887; 19 UST 7788.

Date of Agreement	Calendar Year 1975	1976	1977
June 7, 1957			$2, 170, 000
June 10, 1959	$3, 240, 000	$3, 240, 000	$3, 240, 000
July 21, 1960	$4, 330, 000*	$4, 330, 000*	

*Less the amount utilized by the Government of the United States of America in 1974 and 1975 pursuant to paragraph (5), as amended, of the 1968 Annuity Agreement[1] referred to in paragraph 5 hereof. [Footnote in the original.]

2. The Government of the United States of American understands that the Government of the Polish People's Republic agrees that, if the Government of the United States of America shall so elect, the National Bank of Poland will, on the date established in the Dollar Purchase Provision of each Agreement, sell to the Government of the United States of America from the unused balance remaining in the dollar denominated account established under Article III of such Agreement:

(a) an amount of dollar exchange in each of the years 1978 through 1985 equal to one eighth of the amount which the Government of the United States of America deferred in respect of 1975 pursuant to paragraph 1 hereof,

(b) an amount of dollar exchange in each of the years 1979 through 1985 equal to one seventh of the amount which the Government of the United States of America deferred in respect of 1976 pursuant to paragraph 1 hereof, and

(c) an amount of dollar exchange in each of the years 1980 through 1985 equal to one sixth of the amount which the Government of the United States of America deferred in respect of 1977 pursuant to paragraph 1 hereof,

in addition to the amount of dollar exchange which the Government of the United States of America may elect to purchase in such years in accordance with the Dollar Purchase Provision of such Agreement.

3. The Government of the United States of America further understands that the Government of the Polish People's Republic agrees to pay to the Government of the United States of America annually, in dollars, interest at the rate of 7.85 percent per annum on an amount equal to the lesser of (a) the amount deferred under paragraph 1 hereof less the amount purchased under sub-paragraphs 2(a), (b) and (c) hereof, or (b) the unused balance in the dollar denominated account as of the day following the then preceding interest payment date. Interest shall accrue from the date on which the amount deferred under paragraph 1 hereof could otherwise have been purchased, and payments of interest shall be made on the date in each year specified for the exercise by the Government of the United States of America of its right under the Dollar Purchase Provisions, commencing in 1976 in respect of the rights deferred from 1975, in 1977 in respect of the

[1] TIAS 7473; 23 UST 2827.

rights deferred from 1976, and in 1978 in respect of the rights deferred from 1977.

4. Nothing herein shall be deemed to amend or affect the terms and conditions of the Agreements other than as specifically set forth herein.

5. The Agreement effected by exchange of notes signed at Warsaw August 6, 1968, relating to U.S. Government pensions, as from time to time amended, is hereby terminated as of June 30, 1975, and the provisions thereof shall thereafter be of no further force and effect; provided, however, that the provisions of paragraphs (2) through (6) thereof shall continue to be in full force and effect with respect to vouchers issued in accordance with paragraph (1) thereof on or prior to June 30, 1975. After June 30, 1975, the Government of the United States of America may discharge its obligations to pay dollar annuities to persons entitled thereto residing in Poland, hereinafter called the annuitants, by mailing dollar checks therefor to the annuitants. Such checks shall indicate the name and address in Poland of the payee and shall also indicate that they are paid in respect of annuity benefits. The Government of the United States agrees to inform the annuitants as to the substance of this Agreement and, in connection therewith will inform the annuitants as to the laws and regulations of Poland relating to the negotiation of such checks.

The Government of the Polish People's Republic agrees that:

(a) during the period from June 30, 1975, through December 31, 1977, it will permit the annuitants to exchange 20 percent of the dollars so received for coupons of the Bank Polska Kasa Opieki S.A., hereinafter called the PKO Bank, valid for payment of goods purchased in foreign currency stores, and the annuitants shall be entitled to exchange dollars so received and not exchanged for said coupons for Polish zlotys at a relationship no lower than whichever of the following relationships is more favorable to such annuitants: (i) the relationship specified in Schedule A or (ii) a relationship not less favorable than the most favorable effective relationship accorded annuities received by residents of Poland from any third country, and

(b) on and after January 1, 1976, it will permit the annuitants to exchange the dollars so received into Polish zlotys through the Social Security Enterprise, Zakład Ubezpieczen Spolecznych, at a relationship not less favorable than the most favorable effective relationship accorded annuities received by residents of Poland from any third country, and the annuitants and their families shall have the right to medical services to the same extent and on the same basis as any residents of Poland who are receiving annuities or pensions in Poland. In addition, the annuitants will have the right to other social benefits accorded under Polish laws and regulations to residents of Poland who are receiving annuities from any third country.

The Government of Poland further agrees that the annuitants shall be entitled to treatment, in matters relating to the receipt and disposition of their annuities, including rights to the purchase of coupons

of the PKO Bank, no less favorable than that accorded residents of Poland who are receiving annuities from any third country.

The benefits of this Agreement will also be extended to all residents of Poland who receive annuities from non-governmental entities of the United States of America.

I have the honor to propose that this Note and your reply confirming the understandings contained herein shall enter into force on the date of your reply.

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

For the Secretary of State:

PAUL H. BOEKER

Paul H. Boeker
Deputy Assistant Secretary of State

Enclosure:
Schedule A

His Excellency
HENRYK KISIEL,
Minister of Finance of the Polish People's Republic.

SCHEDULE A

Period	Relationship of Zlotys to Dollar
July 1, 1975 – December 31, 1975	55 to 1
January 1, 1976 – June 30, 1976	50 to 1
July 1, 1976 – December 31, 1977	45 to 1

The Polish First Deputy Minister of Finance to the Secretary of State

MINISTERSTWO FINANSÓW
POLSKIEJ RZECZYPOSPOLITEJ LUDOWEJ [1]

Excellency :

I have the honor to present my compliments to the Honorable the Secretary of State and in reply to his note dated May 15, 1975, concerning the obligations of the Government of the Polish People's Republic and the Government of the United States of America under the P.L. 480 Agreements and the Annuity Agreement referred to in said note, have the honor to communicate the following :

The Government of the Polish People's Republic accepts the proposals presented in the above mentioned note of the Secretary of State. The above mentioned note and this reply constitute the Agreement between the Government of the Polish People's Republic and the Government of the United States of America which enters into force on the date of this note.

In the course of talks the Government of the United States of America raised the question of the acquisition of residential and school facilities in Poland by the Government of the United States of America on favorable terms under the circumstances. The Government of the Polish People's Republic has confirmed that it will support such requests, advising at the same time that, according to Polish law, decisions in such cases are left at the discretion of proper authorities.

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

For the Minister of Finance
Marian Krzak
First Deputy Minister of Finance

His Excellency
Mr Henry A. KISSINGER
Secretary of State

Washington, May 15, 1975

[1] In translation reads: "Ministry of Finance
Polish People's Republic"

MULTILATERAL

Prevention of Marine Pollution

Convention done at London, Mexico City, Moscow and Washington December 29, 1972;
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 25, 1973;
Ratification of the United States of America deposited at Washington, London and Mexico City April 29, 1974 and at Moscow May 6, 1974;
Proclaimed by the President of the United States of America December 15, 1975;
Entered into force August 30, 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 the Prevention of Marine Pollution by Dumping of Wastes and Other Matter, was opened for signature at Washington, London, Mexico City, and Moscow on December 29, 1972, a certified copy of which Convention, in the 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;

On September 25, 1973, the President of the United States of America approved ratification of the Convention;

The United States of America deposited its instrument of ratification on April 29, 1974, in Washington, London, and Mexico City, and on May 6, 1974, in Moscow, in accordance with the provisions of Article XVII of the Convention;

It is provided in Article XIX of the Convention that the Convention shall enter into force on the thirtieth day following the date of deposit of the fifteenth instrument of ratification or accession;

The Convention entered into force for the United States on August 30, 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 August 30, 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 fifteenth day of December in the year of our Lord one thousand nine hundred seventy-five
[SEAL] and of the Independence of the United States of America the two hundredth.

GERALD R. FORD

By the President:
ROBERT S. INGERSOLL
Acting Secretary of State

CONVENTION ON THE PREVENTION OF MARINE POLLUTION BY DUMPING OF WASTES AND OTHER MATTER

The Contracting Parties to this Convention,

Recognizing that the marine environment and the living organisms which it supports are of vital importance to humanity, and all people have an interest in assuring that it is so managed that its quality and resources are not impaired;

Recognizing that the capacity of the sea to assimilate wastes and render them harmless, and its ability to regenerate natural resources, is not unlimited;

Recognizing that States have, in accordance with the Charter of the United Nations and the principles of international law, the sovereign right to exploit their own resources pursuant to their own environmental policies, and the responsibility to ensure that activities within their jurisdiction or control do not cause damage to the environment of other States or of areas beyond the limits of national jurisdiction;

Recalling Resolution 2749 (XXV) of the General Assembly of the United Nations on the principles governing the sea-bed and the ocean floor and the subsoil thereof, beyond the limits of national jurisdiction;

Noting that marine pollution originates in many sources, such as dumping and discharges through the atmosphere, rivers, estuaries, outfalls and pipelines, and that it is important that States use the best practicable means to prevent such pollution and develop products and processes which will reduce the amount of harmful wastes to be disposed of;

Being convinced that international action to control the pollution of the sea by dumping can and must be taken without delay but that this action should not preclude discussion of measures to control other sources of marine pollution as soon as possible; and

Wishing to improve protection of the marine environment by encouraging States with a common interest in particular geographical areas to enter into appropriate agreements supplementary to this Convention;

Have agreed as follows:

ARTICLE I

Contracting Parties shall individually and collectively promote the effective control of all sources of pollution of the marine environment, and pledge themselves especially to take all practicable steps to prevent the pollution of the sea by the dumping of waste and other matter that is liable to create hazards to human health, to harm living resources and marine life, to damage amenities or to interfere with other legitimate uses of the sea.

ARTICLE II

Contracting Parties shall, as provided for in the following Articles, take effective measures individually, according to their scientific, technical and economic capabilities, and collectively, to prevent marine pollution caused by dumping and shall harmonize their policies in this regard.

ARTICLE III

For the purposes of this Convention:

1. (*a*) "Dumping" means:

   (i) any deliberate disposal at sea of wastes or other matter from vessels, aircraft, platforms or other man-made structures at sea;

   (ii) any deliberate disposal at sea of vessels, aircraft, platforms or other man-made structures at sea.

   (*b*) "Dumping" does not include:

   (i) the disposal at sea of wastes or other matter incidental to, or derived from the normal operations of vessels, aircraft, platforms or other man-made structures at sea and their equipment, other than wastes or other matter transported by or to vessels, aircraft, platforms or other man-made structures at sea, operating for the purpose of disposal of such matter or derived from the treatment of such wastes or other matter on such vessels, aircraft, platforms or structures;

   (ii) placement of matter for a purpose other than the mere disposal thereof, provided that such placement is not contrary to the aims of this Convention.

   (*c*) The disposal of wastes or other matter directly arising from, or related to the exploration, exploitation and associated off-shore processing of sea-bed mineral resources will not be covered by the provisions of this Convention.

2. "Vessels and aircraft" means waterborne or airborne craft of any type whatsoever. This expression includes air cushioned craft and floating craft, whether self-propelled or not.

3. "Sea" means all marine waters other than the internal waters of States.

4. "Wastes or other matter" means material and substance of any kind, form or description.

5. "Special permit" means permission granted specifically on application in advance and in accordance with Annex II and Annex III.

6. "General permit" means permission granted in advance and in accordance with Annex III.

7. "The Organisation" means the Organisation designated by the Contracting Parties in accordance with Article XIV (2).

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ARTICLE IV

1. In accordance with the provisions of this Convention Contracting Parties shall prohibit the dumping of any wastes or other matter in whatever form or condition except as otherwise specified below:

(*a*) the dumping of wastes or other matter listed in Annex I is prohibited;

(*b*) the dumping of wastes or other matter listed in Annex II requires a prior special permit;

(*c*) the dumping of all other wastes or matter requires a prior general permit.

2. Any permit shall be issued only after careful consideration of all the factors set forth in Annex III, including prior studies of the characteristics of the dumping site, as set forth in Sections B and C of that Annex.

3. No provision of this Convention is to be interpreted as preventing a Contracting Party from prohibiting, insofar as that Party is concerned, the dumping of wastes or other matter not mentioned in Annex I. That Party shall notify such measures to the Organisation.

ARTICLE V

1. The provisions of Article IV shall not apply when it is necessary to secure the safety of human life or of vessels, aircraft, platforms or other man-made structures at sea in cases of *force majeure* caused by stress of weather, or in any case which constitutes a danger to human life or a real threat to vessels, aircraft, platforms or other man-made structures at sea, if dumping appears to be the only way of averting the threat and if there is every probability that the damage consequent upon such dumping will be less than would otherwise occur. Such dumping shall be so conducted as to minimise the likelihood of damage to human or marine life and shall be reported forthwith to the Organisation.

2. A Contracting Party may issue a special permit as an exception to Article IV (1) (*a*), in emergencies, posing unacceptable risk relating to human health and admitting no other feasible solution. Before doing so the Party shall consult any other country or countries that are likely to be affected and the Organisation which, after consulting other Parties, and international organisations as appropriate, shall, in accordance with Article XIV promptly recommend to the Party the most appropriate procedures to adopt. The Party shall follow these recommendations to the maximum extent feasible consistent with the time within which action must be taken and with the general obligation to avoid damage to the marine environment and shall inform the Organisation of the action it takes. The Parties pledge themselves to assist one another in such situations.

3. Any Contracting Party may waive its rights under paragraph (2) at the time of, or subsequent to ratification of, or accession to this Convention.

ARTICLE VI

1. Each Contracting Party shall designate an appropriate authority or authorities to:

(*a*) issue special permits which shall be required prior to, and for, the dumping of matter listed in Annex II and in the circumstances provided for in Article V (2);

(*b*) issue general permits which shall be required prior to, and for, the dumping of all other matter;

(*c*) keep records of the nature and quantities of all matter permitted to be dumped and the location, time and method of dumping;

(*d*) monitor individually, or in collaboration with other Parties and competent international organisations, the condition of the seas for the purposes of this Convention.

2. The appropriate authority or authorities of a Contracting Party shall issue prior special or general permits in accordance with paragraph (1) in respect of matter intended for dumping:

(*a*) loaded in its territory;

(*b*) loaded by a vessel or aircraft registered in its territory or flying its flag, when the loading occurs in the territory of a State not party to this Convention.

3. In issuing permits under sub-paragraphs (1) (*a*) and (*b*) above, the appropriate authority or authorities shall comply with Annex III, together with such additional criteria, measures and requirements as they may consider relevant.

4. Each Contracting Party, directly or through a Secretariat established under a regional agreement, shall report to the Organisation, and where appropriate to other Parties, the information specified in sub-paragraphs (*c*) and (*d*) of paragraph (1) above, and the criteria, measures and requirements it adopts in accordance with paragraph (3) above. The procedure to be followed and the nature of such reports shall be agreed by the Parties in consultation.

ARTICLE VII

1. Each Contracting Party shall apply the measures required to implement the present Convention to all:

(*a*) vessels and aircraft registered in its territory or flying its flag;

(*b*) vessels and aircraft loading in its territory or territorial seas matter which is to be dumped;

(*c*) vessels and aircraft and fixed or floating platforms under its jurisdiction believed to be engaged in dumping.

2. Each Party shall take in its territory appropriate measures to prevent and punish conduct in contravention of the provisions of this Convention.

3. The Parties agree to co-operate in the development of procedures for the effective application of this Convention particularly on the high seas, including procedures for the reporting of vessels and aircraft observed dumping in contravention of the Convention.

4. This Convention shall not apply to those vessels and aircraft entitled to sovereign immunity under international law. However each Party shall ensure by the adoption of appropriate measures that such vessels and aircraft owned or operated by it act in a manner consistent with the object and purpose of this Convention, and shall inform the Organisation accordingly.

5. Nothing in this Convention shall affect the right of each Party to adopt other measures, in accordance with the principles of international law, to prevent dumping at sea.

ARTICLE VIII

In order to further the objectives of this Convention, the Contracting Parties with common interests to protect in the marine environment in a given geographical area shall endeavour, taking into account characteristic regional features, to enter into regional agreements consistent with this Convention for the prevention of pollution, especially by dumping. The Contracting Parties to the present Convention shall endeavour to act consistently with the objectives and provisions of such regional agreements, which shall be notified to them by the Organisation. Contracting Parties shall seek to co-operate with the Parties to regional agreements in order to develop harmonized procedures to be followed by Contracting Parties to the different conventions concerned. Special attention shall be given to co-operation in the field of monitoring and scientific research.

ARTICLE IX

The Contracting Parties shall promote, through collaboration within the Organisation and other international bodies, support for those Parties which request it for:

(*a*) the training of scientific and technical personnel;

(*b*) the supply of necessary equipment and facilities for research and monitoring;

(*c*) the disposal and treatment of waste and other measures to prevent or mitigate pollution caused by dumping;

preferably within the countries concerned, so furthering the aims and purposes of this Convention.

ARTICLE X

In accordance with the principles of international law regarding State responsibility for damage to the environment of other States or to any other area of the environment, caused by dumping of wastes and other matter of all kinds, the Contracting Parties undertake to develop procedures for the assessment of liability and the settlement of disputes regarding dumping.

ARTICLE XI

The Contracting Parties shall at their first consultative meeting consider procedures for the settlement of disputes concerning the interpretation and application of this Convention.

ARTICLE XII

The Contracting Parties pledge themselves to promote, within the competent specialised agencies and other international bodies, measures to protect the marine environment against pollution caused by:

(*a*) hydrocarbons, including oil, and their wastes;

(*b*) other noxious or hazardous matter transported by vessels for purposes other than dumping;

(*c*) wastes generated in the course of operation of vessels, aircraft, platforms and other man-made structures at sea;

(*d*) radio-active pollutants from all sources, including vessels;

(*e*) agents of chemical and biological warfare;

(*f*) wastes or other matter directly arising from, or related to the exploration, exploitation and associated off-shore processing of sea-bed mineral resources.

The Parties will also promote, within the appropriate international organisation, the codification of signals to be used by vessels engaged in dumping.

ARTICLE XIII

Nothing in this 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. The Contracting Parties agree to consult at a meeting to be convened by the Organisation after the Law of the Sea Conference, and in any case not later than 1976, with a view to defining the nature and extent of the right and the responsibility of a coastal State to apply the Convention in a zone adjacent to its coast.

ARTICLE XIV

1. The Government of the United Kingdom of Great Britain and Northern Ireland as a depositary shall call a meeting of the Contracting Parties not later than three months after the entry into force of this Convention to decide on organisational matters.

2. The Contracting Parties shall designate a competent Organisation existing at the time of that meeting to be responsible for Secretariat duties in relation to this Convention. Any Party to this Convenion not being a member of this Organisation shall make an appropriate contribution to the expenses incurred by the Organisation in performing these duties.

3. The Secretariat duties of the Organisation shall include:

(*a*) the convening of consultative meetings of the Contracting Parties not less frequently than once every two years and of special meetings of the Parties at any time on the request of two-thirds of the Parties;

(*b*) preparing and assisting, in consultation with the Contracting Parties and appropriate International Organisations, in the development and implementation of procedures referred to in sub-paragraph (4) (*e*) of this Article;

(*c*) considering enquiries by, and information from the Contracting Parties, consulting with them and with the appropriate International Organisations, and providing recommendations to the Parties on questions related to, but not specifically covered by the Convention;

(*d*) conveying to the Parties concerned all notifications received by the Organisation in accordance with Articles IV (3), V (1) and (2), VI (4), XV, XX and XXI.

Prior to the designation of the Organisation these functions shall, as necessary, be performed by the depositary, who for this purpose shall be the Government of the United Kingdom of Great Britain and Northern Ireland.

4. Consultative or special meetings of the Contracting Parties shall keep under continuing review the implementation of this Convention and may, *inter alia*:

(*a*) review and adopt amendments to this Convention and its Annexes in accordance with Article XV;

(*b*) invite the appropriate scientific body or bodies to collaborate with and to advise the Parties or the Organisation on any scientific or technical aspect relevant to this Convention, including particularly the content of the Annexes;

(*c*) receive and consider reports made pursuant to Article VI (4);

(*d*) promote co-operation with and between regional organisations concerned with the prevention of marine pollution;

(*e*) develop or adopt, in consultation with appropriate International Organisations, procedures referred to in Article V (2), including basic criteria for determining exceptional and emergency situations, and procedures for consultative advice and the safe disposal of matter in such circumstances, including the designation of appropriate dumping areas, and recommend accordingly;

(*f*) consider any additional action that may be required.

5. The Contracting Parties at their first consultative meeting shall establish rules of procedure as necessary.

ARTICLE XV

1. (*a*) At meetings of the Contracting Parties called in accordance with Article XIV amendments to this Convention may be adopted by a two-thirds majority of those present. An amendment shall enter into force for the Parties which have accepted it on the sixtieth day after two-thirds of the Parties shall have deposited an instrument of acceptance of the amendment with the Organisation. Thereafter the amendment shall enter into force for any other Party 30 days after that Party deposits its instrument of acceptance of the amendment.

(*b*) The Organisation shall inform all Contracting Parties of any request made for a special meeting under Article XIV and of any amendments adopted at meetings of the Parties and of the date on which each such amendment enters into force for each Party.

2. Amendments to the Annexes will be based on scientific or technical considerations. Amendments to the Annexes approved by a two-thirds majority of those present at a meeting called in accordance with Article XIV shall enter into force for each Contracting Party immediately on notification of its acceptance to the Organisation and 100 days after approval by the meeting for all other Parties except for those which before the end of the 100 days make a declaration that they are not able to accept the amendment at that time. Parties should endeavour to signify their acceptance of an amendment to the Organisation as soon as possible after approval at a meeting. A Party may at any time substitute an acceptance for a previous declaration of objection and the amendment previously objected to shall thereupon enter into force for that Party.

3. An acceptance or declaration of objection under this Article shall be made by the deposit of an instrument with the Organisation. The Organisation shall notify all Contracting Parties of the receipt of such instruments.

4. Prior to the designation of the Organisation, the Secretarial functions herein attributed to it, shall be performed temporarily by the Government of the United Kingdom of Great Britain and Northern Ireland, as one of the depositaries of this Convention.

ARTICLE XVI

This Convention shall be open for signature by any State at London, Mexico City, Moscow and Washington from 29 December 1972 until 31 December 1973.

ARTICLE XVII

This Convention shall be subject to ratification. The instruments of ratification shall be deposited with the Governments of Mexico, the Union of Soviet Socialist Republics, the United Kingdom of Great Britain and Northern Ireland, and the United States of America.

ARTICLE XVIII

After 31 December 1973, this Convention shall be open for accession by any State. The instruments of accession shall be deposited with the Governments of Mexico, the Union of Soviet Socialist Republics, the United Kingdom of Great Britain and Northern Ireland, and the United States of America.

ARTICLE XIX

1. This Convention shall enter into force on the thirtieth day following the date of deposit of the fifteenth instrument of ratification or accession.

2. For each Contracting Party ratifying or acceding to the Convention after the deposit of the fifteenth instrument of ratification or accession, the Convention shall enter into force on the thirtieth day after deposit by such Party of its instrument of ratification or accession.

ARTICLE XX

The depositaries shall inform Contracting Parties:

(*a*) of signatures to this Convention and of the deposit of instruments of ratification, accession or withdrawal, in accordance with Articles XVI, XVII, XVIII and XXI, and

(*b*) of the date on which this Convention will enter into force, in accordance with Article XIX.

ARTICLE XXI

Any Contracting Party may withdraw from this Convention by giving six months' notice in writing to a depositary, which shall promptly inform all Parties of such notice.

ARTICLE XXII

The original of this Convention of which the English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Governments of Mexico, the Union of Soviet Socialist Republics, the United Kingdom of Great Britain and Northern Ireland and the United States of America who shall send certified copies thereof to all States.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorised thereto by their respective Governments have signed the present Convention.

DONE in quadruplicate at London, Mexico City, Moscow and Washington, this twenty-ninth day of December, 1972.

CONVENTION
SUR LA PREVENTION DE LA POLLUTION DES MERS RESULTANT DE L'IMMERSION DE DECHETS

Les Parties contractantes à la présente Convention,

Reconnaissant que le milieu marin et les organismes vivants qu'il nourrit sont d'une importance capitale pour l'humanité et que l'humanité toute entière a intérêt à veiller à ce que ce milieu soit géré en sorte que ses qualités et ses ressources ne soient pas altérées;

Reconnaissant que la capacité de la mer d'assimiler les déchets et de les rendre inoffensifs et ses possibilités de régénérer les ressources naturelles ne sont pas illimitées;

Reconnaissant que les Etats ont, en vertu de la Charte des Nations Unies et des principes du droit international, le droit souverain d'exploiter leurs propres ressources selon leur politique de l'environnement et qu'ils ont le devoir de s'assurer que les activités, exercées dans les limites de leur juridiction ou sous leur contrôle ne causent pas de dommage à l'environnement d'autres Etats ou de zones situées en dehors des limites de leur juridiction nationale;

Rappelant la Résolution 2749 (XXV) de l'Assemblée générale des Nations Unies sur les principes gouvernant les fonds marins et leur sous-sol situés en dehors des limites des juridictions nationales:

Constatant que la pollution marine a des sources multiples, notamment l'immersion, l'évacuation par l'intermédiaire de l'atmosphère, des cours d'eau, des estuaires, des émissaires et des canalisations, et qu'il est important que les Etats utilisent les meilleurs moyens possibles pour prévenir une telle pollution et mettent au point des produits et des procédés qui réduiront la quantité de déchets nuisibles à éliminer;

Convaincues qu'une action internationale de contrôle de la pollution des mers résultant d'opérations d'immersion peut et doit être menée sans tarder, mais que cette action ne doit pas empêcher l'étude de mesures de lutte contre les autres sources de pollution marine dès que possible; et

Désireuses d'améliorer la protection du milieu marin en encourageant les Etats ayant des intérêts communs dans des régions géographiques déterminées à conclure des accords appropriés pour compléter la présente Convention;

Sont convenues de ce qui suit:

ARTICLE I

Les Parties contractantes chercheront à promouvoir individuellement et collectivement le contrôle effectif de toutes les sources de pollution du milieu marin et s'engagent particulièrement à prendre toutes les mesures possibles pour prévenir la pollution des mers par l'immersion de déchets et d'autres matières susceptibles de mettre en danger la santé de l'homme, de nuire aux ressources biologiques, à la faune et à la flore marines, de porter atteinte aux agréments ou de gêner toutes autres utilisations légitimes de la mer.

ARTICLE II

Les Parties contractantes prendront, conformément aux articles suivants, toutes les mesures appropriées pour prévenir la pollution des mers due à l'immersion, individuellement, selon leurs possibilités scientifiques, techniques et économiques, et collectivement, et ils harmoniseront leurs politiques à cet égard.

ARTICLE III

Aux fins de la présente Convention:

1. *a.* " immersion " signifie:

   i. tout rejet délibéré dans la mer de déchets et autres matières à partir de navires, aéronefs, plates-formes ou autres ouvrages placés en mer;

   ii. tout sabordage en mer de navires, aéronefs, plates-formes ou autres ouvrages placés en mer.

   b. Le terme " immersion " ne vise pas:

   i. le rejet en mer de déchets ou autres matières résultant ou provenant de l'exploitation normale de navires, aéronefs, plates-formes et autres ouvrages placés en mer ainsi que leur équipement, à l'exception des déchets ou autres matières transportés par ou transbordés sur des navires, aéronefs, plates-formes ou autres ouvrages placés en mer qui sont utilisés pour l'immersion de ces matières ou provenant du traitement de tels déchets ou autres matières à bord desdits navires, aéronefs, plates-formes ou ouvrages;

   ii. le dépôt de matières à des fins autres que leur simple élimination sous réserve qu'un tel dépôt n'est pas incompatible avec l'objet de la présente Convention.

   c. Le rejet de déchets ou autres matières provenant directement ou indirectement de l'exploration, de l'exploitation et du traitement en mer des ressources minérales provenant du fond des mers ne relève pas des dispositions de la présente Convention.

2. L'expression " navires et aéronefs " s'entend des véhicules circulant sur l'eau, dans l'eau ou dans les airs, quel qu'en soit le type. Cette expression englobe les véhicules sur coussin d'air et les engins flottants, qu'ils soient autopropulsés ou non.

3. Le terme " mer " s'entend de toutes les eaux marines à l'exception des eaux intérieures des Etats.

4. L'expression " déchets et autres matières " s'entend des matériaux et substances de tout type, de toute forme et de toute nature.

5. L'expression " permis spécifique " s'entend de l'autorisation accordée dans chaque cas sur demande préalablement présentée, selon les dispositions prévues aux Annexes II et III.

6. L'expression " permis général " s'entend de l'autorisation accordée préalablement selon les dispositions prévues à l'Annexe III.

7. Le terme " Organisation " s'entend de l'institution désignée par les Parties contractantes conformément aux dispositions de l'article XIV paragraphe 2.

ARTICLE IV

1. Conformément aux dispositions de la présente Convention, chaque Partie contractante interdira l'immersion de tous déchets ou autres matières sous quelque forme et dans quelque condition que ce soit, en se conformant aux dispositions ci-dessous:

a. l'immersion de tous déchets ou autres matières énumérés à l'Annexe I est interdite;

b. l'immersion de déchets et autres matières énumérés à l'Annexe II est subordonnée à la délivrance préalable d'un permis spécifique;

c. l'immersion de tous autres déchets et matières est subordonnée à la délivrance préalable d'un permis général.

2. Aucun permis ne sera délivré sans examen attentif de tous les facteurs énumérés à l'Annexe III, y compris l'étude préalable des caractéristiques du lieu de l'immersion conformément aux sections B et C de ladite annexe.

3. Aucune des dispositions de la présente Convention ne sera interprétée comme empêchant une Partie contractante d'interdire, en ce qui la concerne, l'immersion de déchets et autres matières non mentionnés à l'Annexe I. Ladite Partie notifiera de telles mesures d'interdiction à l'Organisation.

ARTICLE V

1. Les dispositions de l'article IV ne s'appliquent pas lorsqu'il est nécessaire d'assurer la sauvegarde de la vie humaine ou la sécurité de navires, aéronefs, plates-formes ou autres ouvrages en mer dans les cas de force majeure dus à des intempéries ou à toutes autres causes et qui mettent en péril des vies humaines ou qui constituent une menace directe pour un navire, un aéronef, une plate-forme ou d'autres ouvrages en mer, sous réserve que l'immersion apparaisse comme le seul moyen de faire face à la menace et qu'elle entraîne, selon toute probabilité, des dommages moins graves qu'ils ne le seraient sans le recours à ladite immersion. L'immersion se fera de façon à réduire au minimum les risques d'atteinte à la vie humaine ainsi qu'à la faune et à la flore marines et elle sera notifiée sans délai à l'Organisation.

2. Une Partie contractante peut délivrer un permis spécifique en dérogation à l'article IV, paragraphe 1, alinéa *a.* dans des cas d'urgence qui présentent des risques inacceptables pour la santé de l'homme et pour lesquels aucune autre solution n'est possible. Avant de ce faire, la Partie consultera tout autre ou tous autres pays qui pourraient en être affectés ainsi que l'Organisation qui, après avoir consulté les autres Parties et organismes internationaux concernés, recommandera dans les meilleurs délais à la Partie les procédures les plus appropriées à adopter, conformément aux dispositions prévues à l'article XIV. Le Partie suivra ces recommandations dans toute la mesure du possible en fonction du temps dont elle dispose pour prendre les mesures nécessaires et compte tenu de l'obligation générale d'éviter de causer des dommages au milieu marin; elle informera l'Organisation des mesures qu'elle aura prises. Les Parties s'engagent à se prêter mutuellement assistance en de telles circonstances.

3. Une Partie contractante peut renoncer à ses droits aux termes du paragraphe 2 au moment de la ratification ou de l'adhésion à la présente Convention ou postérieurement.

ARTICLE VI

1. Chaque Partie contractante désigne une ou plusieurs autorités compétentes pour:

a. délivrer les permis spciéfiques qui seront exigés préalablement à l'immersion des matières énumérées à l'Annexe II et dans les circonstances définies à l'article V. paragraphe 2;

b. délivrer les permis généraux qui seront exigés préalablement à l'immersion de toutes les autres matières;

c. enregistrer la nature et les quantités de toutes les matières dont l'immersion est autorisée, ainsi que le lieu, la date et la méthode d'immersion;

d. surveiller individuellement ou en collaboration avec d'autres Parties et les organismes internationaux compétents l'état des mers aux fins de la présente Convention.

2. La ou les autorités compétentes d'une Partie contractante délivreront les permis généraux ou spécifiques préalables conformément aux dispositions du paragraphe 1 ci-dessus pour les matières destinées à l'immersion:

a. chargées sur son territoire;

b. chargées par un navire ou un aéronef enregistré sur son territoire ou battant son pavillon, lorsque ce chargement a lieu sur le territoire d'un Etat non Partie à la présente Convention.

3. Dans la délivrance des permis prévus aux paragraphe 1 alinéas *a.* et *b.* ci-dessus, la ou les autorités compétentes se conforment aux dispositions de l'Annexe III, ainsi qu'aux critères, mesures et conditions supplémentaires qu'elles jugeraient pertinents.

4. Chaque Partie contractante communique, directement ou par l'intermédiaire d'un secrétariat établi par accord régional, à l'Organisation et les cas échéant, aux autres Parties, les renseignements visés aux alinéas *c.* et *d.* du paragraphe 1 ci-dessus, ainsi que les critères, mesures et conditions qu'elle adopte conformément au paragraphe 3 ci-dessus. La procédure à suivre et la nature de ces notifications sont convenues par consultation entre les Parties.

ARTICLE VII

1. Chaque Partie contractante applique les mesures requises pour la mise en œuvre de la présente Convention à tous:

a. les navires et aéronefs immatriculés sur son territoire ou battant son pavillon;

b. les navires et aéronefs chargeant sur son territoire ou dans ses eaux territoriales des matières qui doivent être immergées;

c. les navires, aéronefs et plates-formes fixes ou flottantes relevant de sa juridiction et présumés effectuer des opérations d'immersion.

2. Chaque Partie prend sur son territoire les mesures appropriées pour prévenir et réprimer les actes contraires aux dispositions de la présente Convention.

3. Les Parties conviennent de coopérer à l'élaboration de procédures en vue de la mise en œuvre effective de la présente Convention, particulièrement en haute mer, y compris de procédures pour signaler des navires et aéronefs observés alors qu'ils se livrent à des opérations d'immersion en contravention des dispositions de la présente Convention.

4. La présente Convention ne s'applique pas aux navires et aéronefs jouissant de l'immunité d'Etat qui leur est conférée par le droit international. Néanmoins, chaque Partie, par l'adoption de mesures appropriées, veille à ce que de tels navires et aéronefs dont elle est propriétaire ou utilisatrice agissent de manière conforme aux buts et objectifs de la présente Convention et informe l'Organisation en conséquence.

5. Aucune des dispositions de la présente Convention ne porte atteinte au droit de chaque Partie d'adopter d'autres mesures, conformément aux principes du droit international, pour prévenir l'immersion en mer.

ARTICLE VIII

Afin de promouvoir les objectifs de la présente Convention, les Parties contractantes ayant des intérêts communs à protéger dans le milieu marin d'une zone géographique donnée s'efforceront, compte tenu des caractéristiques régionales, de conclure des accords régionaux compatibles avec la présente Convention en vue de prévenir la pollution, particulièrement celle due à l'immersion. Les Parties à la présente Convention s'efforceront d'agir en accord avec les objectifs et les dispositions de ces accords régionaux qui leur seront communiqués par l'Organisation. Les Parties contractantes s'efforceront de collaborer avec les Parties aux accords régionaux en vue d'harmoniser des procédures destinées à être suivies par les Parties contractantes aux diverses conventions. Une attention particulière sera accordée à la coopération dans le domaine de la surveillance et de la recherche scientifique.

ARTICLE IX

Les Parties contractantes facilitent, par leur collaboration au sein de l'Organisation et d'autres organismes internationaux, l'assistance aux Parties qui en font la requête en matière de:

a. formation du personnel scientifique et technique;

b. fourniture des équipements et moyens nécessaires à la recherche et à la surveillance;

c. destruction et traitement des déchets et toutes autres mesures de prévention ou d'atténuation de la pollution due à l'immersion;

de préférence à l'égard des pays intéressés, agissant ainsi dans le sens des buts et objectifs de la présente Convention.

ARTICLE X

En accord avec les principes du droit international relatifs à la responsabilité des Etats en matière de dommages causés à l'environnement d'autres Etats ou à tout autre secteur de l'environnement par l'immersion de déchets ou autres matières de toute sorte les Parties contractantes entreprendront l'élaboration de procédures pour la détermination des responsabilités et pour le règlement des différends en ce qui concerne l'immersion.

ARTICLE XI

Les Parties contractantes, lors de leur première réunion consultative, examineront les procédures de règlement des différends concernant l'interprétation et l'application de la présente Convention.

ARTICLE XII

Les Parties contractantes s'engagent à promouvoir, dans le cadre des institutions spécialisées compétentes et d'autres organismes internationaux, des mesures de protection du milieu marin contre la pollution provoquée par:

a. les hydrocarbures, y compris les produits pétroliers, et leurs résidus;

b. les autres matières nuisibles ou dangereuses transportées par des navires à des fins autres que l'immersion;

c. les déchets résultant de l'exploitation des navires, aéronefs, plates-formes et autres ouvrages placés en mer;

d. les polluants radioactifs de toute origine, y compris des navires;

e. les agents destinés à la guerre biologique et chimique;

f. les déchets ou autres matières provenant directement ou indirectement de l'exploration, de l'exploitation et du traitement en mer des ressources minérales provenant du fond des mers.

Les Parties s'efforceront également de promouvoir, au sein de l'organisation internationale appropriée, la codification des signaux qui seront adoptés par les navires utilisés pour l'immersion.

ARTICLE XIII

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 2750C (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. Les Parties contractantes conviennent de se consulter lors d'une réunion qui sera convoquée par l'Organisation postérieurement a la Conférence sur le droit de la mer et en tout cas au plus tard en 1976 en vue de définir la nature et l'étendue des droits et obligations d'un Etat côtier quant à l'application des dispositions de la Convention dans une zone adjacente à ses côtes.

ARTICLE XIV

1. Le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, en tant que dépositaire, convoque une réunion des Parties contractantes au plus tard trois mois après l'entrée en vigueur de la présente Convention pour décider des questions d'organisation.

2. Les Parties contractantes désignent une Organisation compétente existant au moment de la réunion prévue au paragraphe précédent qui sera chargée des fonctions de secrétariat relatives à la présente Convention. Toute Partie à la présente Convention qui ne serait pas membre de l'Organisation participe dans une mesure appropriée aux frais que supporte l'Organisation dans l'exercice de ces fonctions.

3. Les fonctions du Secrétariat de l'Organisation consistent notamment en:

a. la convocation de réunions consultatives des Parties contractantes au moins une fois tous les deux ans et de réunions spéciales des Parties à tout moment, à la demande des deux tiers des Parties;

b. la préparation et l'assistance, en consultation avec les Parties contractantes et les organismes internationaux compétents, pour l'élaboration et la mise en œuvre des procédures mentionnées au paragraphe 4 alinéa *e.* du présent article;

c. l'examen de demandes d'information et de renseignements émanant des Parties contractantes, les consultations avec lesdites Parties et avec les organismes internationaux compétents et la communication des recommandations aux Parties sur les questions qui sont liées à la présente Convention sans être spécifiquement visées par elle;

d. la communication aux Parties intéressées de toutes les notifications reçues par l'Organisation conformément aux dispositions des articles IV paragraphe 3, V paragraphes 1 et 2, VI paragraphe 4, XV, XX et XXI.

Avant la désignation de l'Organisation, ces fonctions seront, le cas échéant, assurées par l'un des dépositaires, en l'occurrence le gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord.

4. Lors des réunions consultatives ou spéciales, les Parties contractantes procèdent à un examen constant de la mise en œuvre de la présente Convention et peuvent notamment:

a. réviser la présente Convention et ses Annexes et adopter des amendements conformément aux dispositions de l'article XV;

b. inviter le ou les organismes scientifiques compétents à collaborer avec les Parties ou l'Organisation et à les conseiller sur tout aspect scientifique ou technique ayant trait à la présente Convention, en particulier au contenu des Annexes;

c. recevoir et étudier les rapports établis en vertu de l'article VI paragraphe 4;

d. favoriser la coopération avec et entre les organisations régionales intéressées par la prévention de la pollution marine;

e. élaborer ou adopter, en consultation avec les organismes internationaux compétents, les procédures visées à l'article V paragraphe 2, y compris les critères fondamentaux relatifs à la définition des cas exceptionnels et d'urgence, ainsi que les procédures d'avis consultatif et d'évacuation en toute sûreté des matières dans de tels cas, y compris la désignation de zones appropriées d'immersion, et formuler toutes recommandations dans ce sens;

f. étudier toute mesure supplémentaire éventuellement requise.

5. Au cours de leur première réunion consultative, les Parties adopteront le règlement intérieur nécessaire.

ARTICLE XV

1. *a.* Lors des réunions des Parties contractantes convoquées en vertu des dispositions de l'article XIV les amendements à la présente Convention sont adoptés à la majorité des deux tiers des Parties présentes. 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 de l'Organisation. Par la suite, l'amendement entrera en vigueur pour toute autre Partie le trentième jour qui suivra le dépôt de son instrument d'approbation dudit amendement.

b. L'Organisation informe toutes les Parties de toute demande de réunion spéciale faite en vertu des dispositions de l'article XIV et de tout amendement adopté aux réunions des Parties ainsi que de la date à laquelle de tels amendements entreront en vigueur pour chaque Partie.

2. Les amendements aux annexes seront fondés sur des considérations d'ordre scientifique ou technique. Les amendements aux annexes approuvés par une majorité des deux tiers des Parties présentes au cours d'une réunion convoquée selon les dispositions prévues à l'article XIV prendront immédiatement effet pour chaque Partie contractante lors de la notification de son approbation à l'Organisation, et ils prendront effet cent jours après adoption par la réunion pour toutes les autres Parties, sauf pour celles qui auront déclaré avant le terme de ce delai ce cent jours n'être pas en mesure d'accepter l'amendement à ce moment. Les Parties s'efforceront de notifier à l'Organisation leur approbation d'un amendement aussitôt que possible après son adoption par la réunion. Toute partie peut à tout moment remplacer une déclaration d'opposition par une déclaration d'approbation et l'amendement qui faisait antérieurement l'objet de ladite opposition entre alors en vigueur pour cette Partie.

3. Toute approbation ou déclaration d'opposition au titre du présent article s'effectue par le dépôt d'un instrument auprès de l'Organisation. L'Organisation notifie à toutes les Parties contractantes la réception desdits instruments.

4. Avant la désignation de l'Organisation, les fonctions administratives qui lui sont confiées par la présente Convention seront assurées temporairement par le Gouvernement du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, en tant que l'un des dépositaires de la présente Convention.

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ARTICLE XVI

La présente Convention sera ouverte à la signature de tout Etat à Londres, Mexico, Moscou et Washington du 29 décembre 1972 au 31 décembre 1973.

ARTICLE XVII

La présente Convention sera soumise à ratification. Les instruments de ratification seront déposés auprès des Gouvernements des Etats-Unis d'Amérique, du Mexique, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, et de l'Union des Républiques Socialistes Soviétiques.

ARTICLE XVIII

La présente Convention, après le 31 décembre 1973, sera ouverte à l'adhésion de tout Etat. Les instruments d'adhésion seront déposés auprès des Gouvernements des Etats-Unis d'Amérique, du Mexique, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord, et de l'Union des Républiques Socialistes Soviétiques.

ARTICLE XIX

1. La présente Convention entrera en vigueur le trentième jour qui suivra la date du dépôt du quinzième instrument de ratification ou d'adhésion.

2. Pour chacune des Parties contractantes qui ratifiera la Convention ou y adhérera après le dépôt du quinzième instrument de ratification ou d'adhésion, la Convention entrera en vigueur le trentième jour après le dépôt par cette Partie de son instrument de ratification ou d'adhésion.

ARTICLE XX

Les dépositaires aviseront les Parties contractantes:

a. des signatures de la présente Convention et du dépôt des instruments de ratification, d'adhésion et de dénonciation conformément aux articles XVI, XVII, XVIII et XXI, et

b. de la date à laquelle la présente Convention entrera en vigueur, en application de l'article XIX.

ARTICLE XXI

Toute Partie contractante pourra dénoncer la présente Convention moyennant un préavis écrit de six mois adressé à l'un des dépositaires qui en avisera immédiatement toutes les Parties.

ARTICLE XXII

L'original de la présente Convention, dont les textes en anglais, espagnol, français et russe font également foi, est déposée auprès des Gouvernements des Etats-Unis d'Amérique, du Mexique, du Royaume-Uni de Grande-Bretagne et d'Irlande du Nord et de l'Union des Républiques Socialistes Soviétiques, qui en transmettent des copies certifiées conformes à tous les Etats.

EN FOI DE QUOI les Plénipotentiaires soussignés, dûment habilités à cet effet par leurs gouvernements respectifs, apposent leur signature à la présente Convention.

FAIT en quatre exemplaires à Londres, Mexico, Moscou et Washington, le vingt-neuf décembre 1972.

КОНВЕНЦИЯ
ПО ПРЕДОТВРАЩЕНИЮ ЗАГРЯЗНЕНИЯ МОРЯ СБРОСАМИ ОТХОДОВ
И ДРУГИХ МАТЕРИАЛОВ

Договаривающиеся стороны настоящей Конвенции,

Признавая, что морская среда и питаемые ею живые организмы имеют жизненное значение для человечества и все люди заинтересованы в обеспечении управления этой средой таким образом, чтобы ее качество и ресурсы не ухудшались;

Признавая, что способность моря ассимилировать и обезвреживать сбросы, а также восстанавливать природные ресурсы небезгранична;

Признавая, что согласно Уставу Организации Объединенных Наций и принципам международного права, государства имеют суверенное право эксплуатировать свои собственные ресурсы в соответствии с их собственной политикой в отношении окружающей среды, а также несут ответственность за обеспечение того, чтобы деятельность, осуществляемая в рамках их юрисдикции или контроля, не наносила ущерба окружающей среде других государств или районов, находящихся за пределами действия национальной юрисдикции;

Напоминая резолюцию 2749 (XXV) Генеральной Ассамблеи Организации Объединенных Наций о принципах, определяющих дно морей и океанов и их недра за пределами действия национальной юрисдикции;

Отмечая, что морская среда загрязняется от многих источников, таких, как сбросы и стоки через атмосферу, реки, эстуарии водоотводы и трубопроводы и что важно, чтобы государства использовали наиболее практически осуществимые средства для предупреждения указанного загрязнения и чтобы были разработаны изделия и технологические процессы, снижающие количество подлежащих удалению вредных отходов;

Будучи убежденными, что международные действия по борьбе с загрязнением морской среды в результате сбросов могут и должны осуществляться незамедлительно, но таким образом, чтобы эти действия не помешали обсуждению по возможности в кратчайшие сроки мер контроля за другими источниками загрязнения морской среды; и

Желая улучшить защиту морской среды посредством поощрения государств, имеющих общую заинтересованность в определенных географических районах, к заключению соответствующих соглашений, дополняющих настоящую Конвенцию;

Согласились о нижеследующем:

Статья I

Договаривающиеся стороны индивидуально и коллективно способствуют эффективной борьбе со всеми источниками загрязнения морской среды и обязуются в особенности принимать все возможные меры для предотвращения загрязнения моря сбросами отходов и других материалов, которые могут представить опасность для

здоровья людей, повредить живым ресурсам и жизни в море, нанести ущерб зонам отдыха, или препятствовать другим законным видам использования моря.

Статья II

Договаривающиеся стороны в соответствии с нижеследующими статьями, принимают, каждая в отдельности, в зависимости от своих научных, технических и экономических возможностей, а также коллективно эффективные меры по предотвращению загрязнения морской среды, вызываемого сбросами, и согласовывают свою политику в этом отношении.

Статья III

Для целей настоящей Конвенции:

I. a) "Сброс" означает:

i) любое преднамеренное удаление в море отходов или других материалов с судов, самолетов, платформ или других искусственно сооруженных в море конструкций;

ii) любое преднамеренное захоронение в море судов, самолетов, платформ или других искусственно сооруженных в море конструкций;

в) "Сбросом" не считается:

i) удаление в море отходов или других материалов присущих или являющихся результатом нормальной эксплуатации судов, самолетов, платформ или других искусственно сооруженных в море конструкций и их оборудования, кроме отходов или других материалов, транспортируемых судами, самолетами, платформами или другими искусственно сооруженными в море конструкциями, которые эксплуатируются в целях удаления таких материалов, или подвозимых к таким судам, самолетам, платформам или другим искусственно сооружённым в море конструкциям, а также кроме тех, что являются результатом обработки отходов или других материалов на таких судах, самолетах, платформах или конструкциях;

ii) помещение материалов для целей, иных, чем их простое удаление, при условии, что это не противоречит целям настоящей Конвенции.

c) Удаление отходов или других материалов, непосредственно получаемых или возникающих в связи с исследованием, эксплуатацией, или связанной с ними переработкой в море минеральных ресурсов морского дна положениями настоящей Конвенции не регулируется.

2. "Суда и самолеты" означают водные и воздушные суда любого вида. Это выражение включает суда на воздушной подушке и плавучие суда, независимо от того, являются ли они самоходными или нет.

3. "Море" означает все морские воды, кроме внутренних морей государств.

4. "Отходы и другие материалы" означает материалы и вещества любого рода, формы или описания.

5. "Специальное разрешение" означает разрешение, выданное на данный случай по заявлению и в соответствии с Приложениями II и III.

6. "Общее разрешение" означает разрешение, выданное заранее и в соответствии с Приложением III.

7. "Организация" означает организацию, назначенную Договаривающимися сторонами в соответствии со статьей XIV (2).

Статья IV

I. В соответствии с положениями настоящей Конвенции Договаривающиеся стороны запрещают сброс любых отходов или других материалов в какой бы то ни было форме или состоянии, за исключением случаев, указанных ниже:

a) Запрещается сброс отходов или других материалов, перечисленных в Приложении I;

в) Для сброса отходов или других материалов, перечисленных в Приложении II, требуется предварительное специальное разрешение;

c) Для сброса всех других отходов или материалов требуется предварительное общее разрешение.

2. Любое разрешение выдается только после тщательного рассмотрения всех факторов, перечисленных в Приложении III, включая предварительное изучение характеристик места сброса, предусмотренное в Разделах 'B' и 'C' этого Приложения.

3. Ни одно положение настоящей Конвенции не может толковаться как препятствующее Договаривающейся стороне запретить в том, что ее касается, сброс отходов или других материалов, не указанных в Приложении I. О таких мерах Сторона уведомляет Организацию.

Статья V

I. Положения статьи IV не применяются, когда это необходимо для обеспечения безопасности человеческой жизни или судов, самолетов, платформ или других искусственно сооруженных в море конструкций в случае форс-мажорных обстоятельств, вызванных непогодой, или в любом случае, когда создается опасность для человеческой жизни или реальная угроза судам, самолетам, платформам или другим искусственно сооруженным в море конструкциям, если сброс представляется единственным способом предотвращения угрозы и если имеется полная вероятность того, что ущерб, причиненный сбросом, будет меньше того, который был бы нанесен, если бы сброс не производился. Сброс должен осуществляться таким образом, чтобы был сведен к минимуму возможный ущерб жизни людей или жизни в море; о произведенном сбросе ставится в известность Организация.

2. Договаривающаяся сторона может выдать специальное разрешение в отступление от Статьи IV (I.a) в исключительном случае, когда создается неприемлемый риск для здоровья людей и нет другого осуществимого решения. До выдачи такого разрешения Сторона консультируется с той страной или странами, которых это может затронуть, и с Организацией, которая после консультаций с другими Сторонами и соответствующими международными организациями немедленно рекомендует ей, в соответствии со Статьей XIV, каких наиболее приемлемых процедур следует придерживаться. Сторона будет следовать этим рекомендациям в максимально осуществимой мере, совместимой со временем, в течение которого должны быть предприняты действия, и с общей обязанностью избегать причинения ущерба морской среде; об осуществляемых действиях она сообщит Организации. Стороны обязуются оказывать помощь друг другу в таких ситуациях.

3. Любая Договаривающаяся сторона может отказаться от своих прав по пункту 2 в момент ратификации или присоединения к настоящей Конвенции или в последующем.

Статья VI

I. Каждая Договаривающаяся сторона назначает соответствующий орган или органы для:

а) выдачи специальных разрешений, получение которых требуется до и в целях сброса материалов, перечисленных в Приложении II, и при обстоятельствах, предусмотренных Статьей V (2);

в) выдачи общих разрешений, получение которых требуется до и в целях сброса всех других материалов;

с) регистрации характеристик и количества всех материалов, допущенных к сбросу, а также места, времени и метода сброса;

d) осуществления индивидуально или в сотрудничестве с другими Сторонами и с компетентными международными организациями мониторинга за состоянием морей с точки зрения целей настоящей Конвенции.

2. Соответствующий орган или органы Договаривающейся стороны выдают предварительные специальные или общие разрешения согласно пункту I в отношении предназначенных для сброса:

а) материалов, погружаемых на ее территории;

в) материалов, погружаемых на суда или самолеты, зарегистрированные на ее территории или под ее флагом, если погрузка осуществляется на территории государства, не участвующего в настоящей Конвенции.

3. При выдаче разрешений согласно подпунктам I (а) и I (в) настоящей статьи соответствующий орган или органы придерживаются Приложения III с учетом таких дополнительных критериев, мер и условий, которые они сочтут относящимися к делу.

4. Каждая Договаривающаяся сторона передает непосредственно или через Секретариат, созданный по региональному соглашению, Организации, а где это необходимо также и другим Сторонам, информацию, указанную в подпунктах I (с) и I (в) настоящей статьи, а также сообщает о критериях, мерах и условиях, принятых ею согласно пункту 3 настоящей статьи. Процедура, которой нужно следовать, и характер такой информации будут согласованы Сторонами путем консультаций.

Статья VII

I. Каждая Договаривающаяся сторона принимает меры, требуемые для осуществления настоящей Конвенции, относительно всех:

а) судов и самолетов, зарегистрированных на ее территории, или под ее флагом;

в) судов и самолетов, загруженных на ее территории или в ее территориальных водах материалами для сброса;

с) судов и самолетов, а также стационарных или плавучих платформ, которые находятся под ее юрисдикцией и, как предполагается, занимаются сбросом.

2. Каждая Сторона принимает на своей территории надлежащие меры с целью предотвращения действий в нарушение положений настоящей Конвенции и для наказания за такие действия.

3. Стороны соглашаются сотрудничать при разработке процедур для эффективного применения настоящей Конвенции, в особенности в открытом море, включая процедуры для передачи информации о судах и самолетах, замеченных в осуществлении сброса в нарушение настоящей Конвенции.

4. Настоящая Конвенция не применяется к тем судам и самолетам, которые пользуются суверенным иммунитетом в соответствии с международным правом. Однако каждая Сторона обеспечивает путем принятия надлежащих мер, что такие суда и самолеты, являющиеся ее собственностью или эксплуатируемые ею, будут действовать в соответствии с объектом и целями настоящей Конвенции. О принятых мерах Стороны сообщают Организации.

5. Ни одно из положений настоящей Конвенции не затрагивает права каждой Стороны принимать, в соответствии с принципами международного права, другие меры, направленные на предотвращение сбросов в море.

Статья VIII

Для содействия достижению целей настоящей Конвенции Договаривающиеся стороны, имеющие общие интересы по защите морской среды в определенных географических районах, прилагают усилия, принимая во внимание специфические региональные особенности, для вступления в региональные соглашения, совместимые с настоящей Конвенцией в целях предотвращения загрязнения, в особенности в результате сбросов. Договаривающиеся стороны настоящей Конвенции прилагают усилия, чтобы действовать согласно с целями и положениями таких региональных соглашений, о которых

им будет сообщено Организацией. Договаривающиеся стороны изыскивают возможности для сотрудничества с участниками региональных соглашений, в целях развития согласованных процедур, которых необходимо придерживаться участникам настоящей и региональных конвенций. Особое внимание уделяется сотрудничеству в области мониторинга и научных исследований.

Статья IX

Договаривающиеся стороны способствуют путем сотрудничества в рамках Организации и других международных органов оказанию поддержки тем Сторонам, которые просят об этом, в следующих целях:

a) обучение научного и технического персонала;

в) поставка необходимого оборудования и аппаратуры для научных исследований и мониторинга;

c) удаление и переработка отходов и другие меры по предотвращению или уменьшению загрязнения, вызываемого сбросами;

предпочтительно в границах стран, которых это касается, чтобы способствовать тем самым целям и назначению настоящей Конвенции.

Статья X

В соответствии с принципами международного права, касающимися ответственности государств за нанесение ущерба окружающей среде других государств или любой другой зоне окружающей среды в результате сброса отходов и иных материалов всякого рода, Договаривающиеся стороны соглашаются разработать процедуры для оценки ответственности и для урегулирования споров по поводу сбросов.

Статья XI

Договаривающиеся стороны на своем первом консультативном совещании рассмотрят процедуры для разрешения споров относительно толкования и применения настоящей Конвенции.

Статья XII

Договаривающиеся стороны обязуются в рамках компетентных специализированных учреждений и других международных органов способствовать принятию мер, направленных на защиту морской среды от загрязнения, вызываемого:

a) углеводородами, включая нефть, и их отходами;

в) другими ядовитыми и опасными веществами, транспортируемыми судами в целях иных, чем сброс;

c) отходами, возникающими вследствие эксплуатации судов, самолетов, платформ и других искусственно сооруженных в море конструкций;

d) радиоактивными загрязняющими веществами от всяких источников, включая суда;

e) химическими и биологическими веществами военного назначения;

f) отходами или другими материалами, непосредственно получаемыми или возникающими в связи с исследованием, эксплуатацией и связанной с ними переработкой в море минеральных ресурсов морского дна.

Стороны будут также способствовать, в рамках соответствующих международных организаций, кодификации сигналов для использования их судами, занимающимися сбросом.

Статья XIII

Ничто в настоящей Конвенции не наносит ущерба кодификации и развитию морского права Конференцией по морскому праву Организации Объединенных Наций, созываемой в соответствии с резолюцией 2750С (XXV) Генеральной Ассамблеи Организации Объединенных Наций, или нынешним или будущим претензиям и правовым позициям любого государства по вопросам морского права и в отношении характера и пределов юрисдикции прибрежного государства и государства флага. Договаривающиеся стороны соглашаются провести консультации на совещании, которое будет созвано Организацией после Конференции по морскому праву и, во всяком случае, не позже 1976 г., для определения характера и пределов распространения прав и ответственности прибрежного государства применять Конвенцию в зоне, прилегающей к его берегам.

Статья XIV

1. Правительство Соединенного Королевства Великобритании и Северной Ирландии, как один из депозитариев, созовет не позднее, чем через три месяца после вступления в силу настоящей Конвенции, совещание Договаривающихся сторон для решения организационных вопросов.

2. Стороны назначают компетентную организацию, которая будет существовать к моменту упомянутого совещания, для исполнения функции Секретариата в связи с настоящей Конвенцией. Любая Сторона настоящей Конвенции, не являющаяся членом этой организации, внесет соответственный вклад для покрытия расходов, возникающих для организации и в связи с исполнением таких обязанностей.

3. В функции Секретариата входит:

a) созыв консультативных совещаний Договаривающихся сторон не реже одного раза в два года, а также специальных совещаний Сторон в любое время, по требованию двух третей участников;

b) подготовка и помощь, в консультации с Договаривающимися сторонами и надлежащими международными организациями, при разработке и применении процедур, указанных в подпункте 4 (e) настоящей статьи;

c) рассмотрение запросов от Договаривающихся сторон, а также информации, поступающей от них; консультации со Сторонами и с надлежащими международными организациями; предоставление рекомендаций Сторонам по вопросам, относящимся к Конвенции, но конкретно не покрываемым ею;

d) передача соответствующим Сторонам всех сообщений, полученных Организацией в соответствии со статьями IV (3), V (I) и (2), VI (4), XV, XX и XXI.

До назначения Организации, эти функции выполняются, насколько необходимо, депозитарием, каковым для данных целей будет Правительство Соединенного Королевства Великобритании и Северной Ирландии.

4. Консультативные и специальные совещания Договаривающихся сторон постоянно рассматривают осуществление настоящей Конвенции и, в частности:

a) рассматривают и принимают поправки к настоящей Конвенции и ее Приложениям в соответствии со статьей XV;

b) приглашают подходящий научный орган или органы сотрудничать со Сторонами или Организацией и давать им консультации по любому научному или техническому аспекту настоящей Конвенции и в особенности по содержанию Приложений;

c) получают и рассматривают сообщения, подготовленные во исполнение статьи VI (4);

d) содействуют сотрудничеству с региональными организациями и между такими организациями, заинтересованными в предотвращении загрязнения моря;

e) разрабатывают и принимают в консультации с надлежащими международными организациями процедуры, упомянутые по статье V (2), в том числе касающиеся основных критериев для определения исключительных и критических положений, а также процедуры для консультативных рекомендаций и для безопасного удаления материалов при таких обстоятельствах, в том числе назначение подходящих районов для сброса, и дают рекомендации по всем вышеуказанным вопросам;

f) рассматривают любые дополнительные действия, которые могут понадобиться.

5. Договаривающиеся стороны на своем первом консультативном совещании устанавливают необходимые правила процедуры.

Статья XV

I. (a) На совещаниях Договаривающихся Сторон, созываемых в соответствии со статьей XIV, поправки к настоящей Конвенции могут приниматься большинством двух третей голосов присутствующих. Поправка вступает в силу для Сторон, принявших ее, на шестидесятый день после того, как две трети Договаривающихся

сторон сдадут на хранение Организации документ о принятии поправки. После этого поправка вступает в силу для любой другой Стороны через 30 дней после того, как эта Сторона сдаст на хранение свой документ о принятии поправки.

I. (в) Организация уведомляет все Договаривающиеся стороны относительно любой просьбы о проведении специального совещания по статье XIV и о любых поправках, принятых на совещаниях Сторон, а также о дате, с которой каждая такая поправка вступает в силу для каждой Стороны.

2. Поправки к Приложениям будут основываться на научных или технических соображениях. Поправки к Приложениям, одобренные большинством в две трети присутствующих на совещании, созванном в соответствии со статьей XIV, вступают в силу для каждой Договаривающейся стороны немедленно по уведомлении ею Организации о принятии поправки и через 100 дней после одобрения совещанием - для всех других Сторон, за исключением тех, которые до истечения 100 дней сделали заявление, что они в данный момент не могут принять поправку. Стороны должны стараться сообщить в Организацию о своем принятии поправки как можно скорее после одобрения ее на совещании. Сторона может в любое время вместо ранее сделанного заявления о возражении, заявить о принятии поправки, после чего данная поправка вступает в силу для этой Стороны.

3. Принятие или заявление о возражении, предусмотренные настоящей статьей, осуществляются путем сдачи соответствующего документа на хранение Организации. Организация уведомляет все Договаривающиеся стороны о получении таких документов.

4. До назначения Организации функции Секретариата, определяемые настоящим, временно исполняются Правительством Соединенного Королевства Великобритании и Северной Ирландии, как одним из депозитариев настоящей Конвенции.

Статья XVI

Настоящая Конвенция открыта для подписания любым государством в городах: Вашингтоне, Лондоне, Мехико и Москве с 29 декабря 1972 года до 31 декабря 1973 года.

Статья XVII

Настоящая Конвенция подлежит ратификации. Ратификационные грамоты сдаются на хранение Правительствам Мексики, Соединенного Королевства Великобритании и Северной Ирландии, Соединенных штатов Америки и Союза Советских Социалистических Республик.

Статья XVIII

После 31 декабря 1973 года настоящая Конвенция будет открыта для присоединения к ней любого государства. Документы о присоединении сдаются на хранение Правительствам Мексики, Соединенного Королевства Великобритании и Северной Ирландии, Соединенных Штатов Америки и Союза Советских Социалистических Республик.

Статья XIX

I. Настоящая Конвенция вступает в силу на тридцатый день после сдачи на хранение пятнадцатой ратификационной грамоты или документов о присоединении.

2. Для каждой Договаривающейся стороны, которая ратифицирует Конвенцию или присоединяется к ней после сдачи на хранение пятнадцатой ратификационной грамоты или документа о присоединении, Конвенция вступает в силу на тридцатый день после сдачи на хранение этой Стороной своей ратификационной грамоты или документа о присоединении.

Статья XX

Депозитарии уведомляют Договаривающиеся стороны:

а) о дате каждого подписания настоящей Конвенции и о сдаче на хранение ратификационных грамот, документов о присоединении к Конвенции и о выходе из нее в соответствии со статьями XVI, XVII, XVIII и XXI, и

в) о дате вступления в силу настоящей Конвенции в соответствии со статьей XIX.

Статья XXI

Любая Договаривающаяся сторона может выйти из настоящей Конвенции, направив за шесть месяцев письменное уведомление об этом депозитарию, который немедленно сообщает о таком уведомлении всем Сторонам.

Статья XXII

Подлинник настоящей Конвенции, тексты которой на английском, испанском, русском и французском языках являются равно аутентичными, сдается на хранение Правительствам Мексики, Соединенного Королевства Великобритании и Северной Ирландии, Соединенных Штатов Америки и Союза Советских Социалистических Республик, которые направят заверенные копии Конвенции всем государствам.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, должным образом на то уполномоченные своими соответствующими Правительствами, подписали настоящую Конвенцию.

СОВЕРШЕНО в городах Вашингтоне, Лондоне, Мехико и Москве в четырех экземплярах, двадцать девятого дня декабря месяца 1972 года.

CONVENIO
SOBRE LA PREVENCION DE LA CONTAMINACION DEL MAR POR VERTIMIENTO DE DESECHOS Y OTRAS MATERIAS

Las Partes Contratantes del presente Convenio,

Reconociendo que el medio marino y los organismos vivos que mantiene son de vital importancia para la Humanidad y que es de interés común el utilizarlo de forma que no se perjudiquen ni su calidad ni sus recursos;

Reconociendo que la capacidad del mar para asimilar desechos y convertirlos en inocuos, y que sus posibilidades de regeneración de recursos naturales no son ilimitadas;

Reconociendo que de conformidad con la Carta de las Naciones Unidas y los principios del Derecho Internacional, los Estados tienen el derecho soberano de explotar sus propios recursos según su propia normativa en materia de medio ambiente y la responsabilidad de asegurar que las actividades que se realicen dentro de su jurisdicción o bajo su control no causen daño al medio ambiente de otros Estados o al de zonas situadas fuera de los límites de la jurisdicción nacional;

Recordando la Resolución 2749 (XXV) de la Asamblea General de las Naciones Unidas sobre los principios que rigen los fondos marinos y oceánicos y su subsuelo, fuera de los límites de la jurisdicción nacional;

Observando que la contaminación del mar tiene su origen en diversas fuentes tales como vertimientos y descargas a través de la atmósfera, los ríos, los estuarios, las cloacas y las tuberías, y que es importante que los Estados utilicen los mejores medios posibles para impedir dicha contaminación y elaboren productos y procedimientos que disminuyan la cantidad de desechos nocivos que deban ser evacuados;

Convencidos de que puede y debe emprenderse sin demora una acción internacional para controlar la contaminación del mar por el vertimiento de desechos, pero que dicha acción no debe excluir el estudio, lo antes posible, de medidas destinadas a controlar otras fuentes de contaminación de mar; y

Deseando mejorar la protección del medio marino alentando a los Estados con intereses comunes en determinadas zonas geográficas a que concierten los acuerdos adecuados para complementar el presente Convenio;

Han acordado lo siguiente:

ARTÍCULO I

Las Partes Contratantes promoverán individual y colectivamente el control efectivo de todas las fuentes de contaminación del medio marino, y se comprometen especialmente a adoptar todas las medidas posibles para impedir la contaminación del mar por el vertimiento de desechos y otras materias que puedan constituir un peligro para la salud humana, dañar los recursos biológicos y la vida marina, reducir las posibilidades de esparcimiento o entorpecer otros usos legítimos del mar.

ARTÍCULO II

Las Partes Contratantes adoptarán, de acuerdo con lo dispuesto en los Artículos siguientes, medidas eficaces individualmente, según su capacidad científica, técnica y ecónomica, y colectivamente, para impedir la contaminación del mar causada por vertimiento, y armonizarán sus politicas a este respecto.

ARTÍCULO III

A los efectos del presente Convenio:

1. *a.* Por " vertimiento " se entiende:

   i. toda evacuación deliberada en el mar de desechos u otras materias efectuada desde buques, aeronaves, plataformas u otras construcciones en el mar;

   ii. todo hundimiento deliberado en el mar buques, aeronaves, plataformas u otras construcciones en el mar.

   b. El " vertimiento " no incluye:

   i. la evacuación en el mar de desechos y otras materias que sean incidentales a las operaciones normales de buques, aeronaves, plataformas u otras construcciones en el mar y de sus equipos o que se deriven de ellas, excepto los desechos y otras materias transportados por o a buques, aeronaves, plataformas u otras construcciones en el mar, que operen con el propósito de eliminar dichas materias o que se deriven del tratamiento de dichos desechos u otras materias en dichos buques, aeronaves, plataformas o construcciones;

   ii. la colocación de materias para un fin distinto del de su mera evacuación, siempre que dicha colocación no sea contraria a los objetivos del presente Convenio.

   c. La evacuación de desechos u otras materias directamente derivadas de la exploración, explotación y tratamientos afines, fuera de la costa, de los recursos minerales de los fondos marinos o con ellos relacionados no estará comprendida en las disposiciones del presente Convenio.

2. Por " buques y aeronaves " se entienden los vehículos que se mueven por el agua o por el aire, de cualquier tipo que sean. Esta expresión incluye los vehículos que se desplazan sobre un colchón de aire y los vehículos flotantes, sean o no autopropulsados.

3. Por " mar " se entienden todas las aguas marinas que no sean las aguas interiores de los Estados.

4. Por " desechos u otras materias " se entienden los materiales y sustancias de cualquier clase, forma o naturaleza.

5. Por " permiso especial " se entiende el permiso concedido especificamente tras previa solicitud y de conformidad con el Anexo II y el Anexo III.

6. Por " permiso general " se entiende un permiso concedido previamente y de conformidad con el Anexo III.

7. Por " la Organización " se entiende la organización designada por las Partes Contratantes de conformidad con el apartado 2 del artículo XIV.

ARTÍCULO IV

1. Conforme a las disposiciones del presente Convenio, las Partes Contratantes prohibirán el vertimiento de cualesquiera desechos u otras materias en cualquier forma o condición, excepto en los casos que se especifican a continuación:

a. se prohibe el vertimiento de los desechos u otras materias enumerados en el Anexo I;

b. se requiere un permiso especial previo para el vertimiento de los desechos u otras materias enumerados en el Anexo II;

c. se requiere un permiso general previo para el vertimiento de todos los demás desechos o materias.

2. Los permisos se concederán tan sólo tras una cuidadosa consideración de todos los factores que figuran en el Anexo III, incluyendo los estudios previos de las características del lugar der vertimiento, según se estipula en las secciones B y C de dicho Anexo.

3. Nada de lo dispuesto en el presente Convenio puede ser interpretado en el sentido de impedir que una Parte Contratante prohiba, en lo que a esa Parte concierne, el vertimiento de desechos u otras materias no mencionadas en el Anexo I. La Parte en cuestión notificará tales medidas a la Organización.

ARTÍCULO V

1. Las disposiciones del artículo IV no se aplicarán cuando sea necesario salvaguardar la seguridad de la vida humana o de buques, aeronaves, plataformas u otras construcciones en el mar, en casos de fuerza mayor debidos a las inclemencias del tiempo o en cualquier otro caso que constituya un peligro para la vida humana o una amenaza real para buques, aeronaves, plataformas u otras construcciones en el mar, si el vertimiento parece ser el único medio para evitar la amenaza y si existe toda probabilidad de que los daños emanantes de dicho vertimiento sean menores que los que ocurrirían de otro modo. Dicho vertimiento se llevará a cabo de forma que se reduzca al mínimo la probabilidad de que se ocasionen daños a seres humanos o a la vida marina y se pondrá inmediatamente en conocimiento de la Organización.

2. Una Parte Contratante podrá expedir un permiso especial como excepción a lo dispuesto en el inciso *a*) del apartado 1 del artículo IV, en casos de emergencia que provoquen riesgos inaceptables para la salud humana y en los que no quepa otra solución factible. Antes de expedirlo, la Parte consultará con cualquier otro país o países que pudieran verse afectados y con la Organización, quien, después de consultar con las otras Partes y con las Organizaciones Internacionales que estime pertinentes, recomendará sin demora a la Parte, de conformidad con el artículo XIV, los procedimientos mas adecuados que deban ser adoptados. La Parte seguirá estas recomendaciones en la máxima medida factible de acuerdo con el plazo dentro del cual deba tomar las medidas y con la obligación de principio de evitar daños al medio marino e informará a la Organización de las medidas que adopte. Las Partes se comprometen a ayudarse mutuamente en tales situaciones.

3. Cualquier Parte Contratante podrá renunciar al derecho reconocido en el apartado 2 del presente artículo en el momento de ratificar el presente Convenio o de adherirse al mismo o en cualquier otro momento ulterior.

ARTÍCULO VI

1. Cada Parte Contratante designará una autoridad o autoridades apropiadas para:

a. expedir los permisos especiales que se requerirán previamente para el vertimiento de materias enumeradas en el Anexo II y en las circunstancias previstas en el apartado 2 del artículo V;

b. expedir los permisos generales que se requerirán previamente para el vertimiento de todas las demás materias;

c. llevar registros de la naturaleza y las cantidades de todas la materias que se permita verter, así como del lugar, fecha y método del vertimiento;

d. vigilar y controlar individualmente o en colaboración con otras Partes y con Organizaciones Internacionales competentes las condiciones de los mares para los fines de este Convenio.

2. La autoridad o autoridades competentes de una Parte Contratante expedirán permisos previos especiales o generales de conformidad con el apartado 1 respecto a las materias destinadas a ser vertidas:

a. que se carguen en su territorio;

b. que se carguen en un buque o aeronave registrado o abanderado en su territorio, cuando la carga tenga lugar en el territorio de un Estado que no sea parte de este Convenio.

3. En la expedicion de permisos con arreglo a los incisos *a*) y *b*) del apartado 1 de este artículo, la autoridad o autoridades apropiadas observarán las disposiciones del Anexo III, así como los criterios, medidas y requisitos adicionales que se consideren pertinentes.

4. Cada Parte Contratante comunicará a la Organización y, cuando proceda a las demás Partes, directamente o a través de una Secretariá establecida con arreglo a un acuerdo regional, la información especificada en los incisos *c*) y *d*) del apartado 1 de este artículo y los criterios, medidas y requisitos que adopte de conformidad con el apartado 3 de este artículo. El procedimiento a seguir y la naturaleza de dichos informes serán acordados por las Partes mediante consulta.

ARTÍCULO VII

1. Cada Parte Contratante adoptará las medidas necesarias para la aplicación del presente Convenio a todos los:

a. buques y aeronaves matriculados en su territorio o que ostenten su pabellón;

b. buques y aeronaves que carguen en su territorio o en sus aguas territoriales materias destinadas a ser vertidas;

c. buques y aeronaves y plataformas fijas o flotantes bajo su jurisdicción, que se crea se dedican a operaciones de vertimiento.

2. Cada Parte tomará en su territorio las medidas apropiadas para prevenir y castigar las conductas en contravención con las disposiciones del presente Convenio.

3. Las Partes acuerdan cooperar en la elaboración de procedimientos para la aplicación efectiva del presente Convenio, especialmente en alta mar, incluidos procedimientos para informar sobre los buques y aeronaves que hayan sido vistos realizando operaciones de vertimiento en contravención con el Convenio.

4. El presente Convenio no se aplicará a los buques y aeronaves que tengan derecho a inmunidad soberana con arreglo al Derecho internacional. No obstante, cada Parte asegurará, mediante la adopción de las medidas apropiadas, que los buques y aeronaves que tenga en propiedad o en explotación operen en forma compatible con el objeto y fines del presente Convenio, e informará a la Organización de conformidad con lo anterior.

5. Nada de lo dispuesto en el presente Convenio afectará el derecho de cada Parte a adoptar otras medidas, conforme a los principios del Derecho internacional, para impedir vertimientos en el mar.

ARTÍCULO VIII

Para facilitar el logro de los objetivos del presente Convenio, las Partes Contratantes que tengan intereses comunes que proteger en el medio marino de una zona geográfica determinada se esforzarán en concertar acuerdos en el plano regional, para la prevención de la contaminación, especialmente por vertimiento, teniendo en cuenta los aspectos característicos de la región y en conformidad con el presente Convenio. Las Partes Contratantes del presente Convenio se esforzarán en obrar conforme a los objetivos y disposiciones de los acuerdos regionales que la Organización les notifique. Las Partes Contratantes procurarán cooperar con las Partes de acuerdos regionales para elaborar procedimientos armonizados que deban ser observados por las Partes Contratantes de los diversos convenios en cuestión. Se prestará especial atención a la cooperación en la esfera de vigilancia y control, así como en la de investigación cientifica.

ARTÍCULO IX

Las Partes Contratantes fomentarán, mediante la colaboración en el seno de la Organización y de otros organismos internacionales, el apoyo a las Partes que lo soliciten para:

a. la capacitación de personal cientifico y técnico;

b. el suministro del equipo e instalaciones y servicios necesarios para investigación y vigilancia y control;

c. la evacuación y tratamiento de desechos, y otras medidas para prevenir o mitigar la contaminación causada por vertimiento;

preferiblemente dentro de los países de que se trate, promoviendo así los fines y propósitos del presente Convenio.

ARTÍCULO X

De conformidad con los principios del Derecho internacional relativos a la responsabilidad de los Estados por los daños causados al medio ambiente de otros Estados o a cualquiera otra zona del medio ambiente por el vertimiento de desechos y otras materias de cualquier clase, las Partes Contratantes se comprometen a elaborar procedimientos para la determinación de responsabilidades y el arreglo de controversias relacionadas con las operaciones de vertimiento.

ARTÍCULO XI

Las Partes Contratantes, en su primera reunión consultiva, considerarán procedimientos para el arreglo de controversias relativas a la interpretación y aplicación del presente Convenio.

ARTÍCULO XII

Las Partes Contratantes se comprometen a fomentar, dentro de los organismos especializados competentes y de otros órganos internacionales, la adopción de medidas para la protección del medio marino contra la contaminación causada por:

a. hidrocarburos, incluido el petróleo, y sus residuos;

b. otras materias nocivas o peligrosas transportadas por buques para fines que no sean el vertimiento;

c. desechos originados en el curso de operaciones de buques, acronaves, plataformas y otras construcciones en el mar;

d. contaminantes radioactivos de todas las procedencias, incluidos los buques;

e. agentes de la guerra química y biológica;

f. desechos u otras materias directamente derivados de la exploración, explotación y tratamientos afines fuera de la costa, de los recursos minerales de los fondos marinos o con ellos relacionados.

Las Partes fomentarán también, en el seno del apropiado organismo internacional, la codificación de señales que deban ser empleadas por los buques dedicados al vertimiento.

ARTÍCULO XIII

Nada de lo dispuesto en el presente Convenio prejuzgará la condificación y el desarrollo 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. Las Partes Contratantes acuerdan consultarse en una reunión que habrá de ser convocada por la Organización después de la Conferencia sobre el Derecho del Mar y, en todo caso, no más tarde de 1976, con el fin de definir la naturaleza y alcance del derecho y la responsabilidad de los Estados ribereños de aplicar el Convenio en una zona adyacente a su costa.

ARTÍCULO XIV

1. El Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte, en su calidad de depositario, convocará una reunión de las Partes Contratantes, a más tardar tres meses después de la entrada en vigor del presente Convenio, para decidir sobre cuestiones de organización.

2. Las Partes Contratantes designarán una Organización competente, existente en el momento de celebrarse dicha reunión, para que se encargue de las funciones de Secretariá en relación con el presente Convenio. Toda Parte en este Convenio que no sea miembro de dicha Organización hará una contribución apropiada a los gastos en que incurra la Organización por el cumplimento de tales funciones.

3. Las funciones de Secretaría de la Organización comprenderán:

a. convocar reuniones consultivas de las Partes Contratantes, con no menos frecuencia de una vez cada dos años, y reuniones especiales de las Partes en cualquier momento cuando lo soliciten dos tercios de las Partes;

b. preparar y ayudar en la elaboración y aplicación de los procedimientos mencionados en el inciso *e*) del apartado 4 del presente artículo, en consulta con las Partes Contratantes y las Organizaciones Internacionales apropiadas;

c. considerar las solicitudes de información y los informes sometidos por las Partes Contratantes, consultar con ellos y con las Organizaciones Internacionales apropiadas, y facilitar recomendaciones a las Partes respecto a cuestiones relacionadas con el presente Convenio pero no amparadas específicamente por él;

d. hacer llegar a las Partes interesadas todas las notificaciones recibidas por la Organización con arreglo a los artículos IV 3, V 1 y 2, VI 4, XV, XX y XXI.

Con anterioridad a la designación de la Organización, estas funciones serán ejercidas cuando sea necesario, por el depositario, que, para estos fines, será el Gobierno del Reino Unido de Gran Bretaña e Irelanda del Norte.

4. En las reuniones consultivas o especiales de las Partes Contratantes, estas examinarán regularmente la aplicación del presente Convenio y, entre otras cosas podrán:

a. revisar y adoptar enmiendas al presente Convenio y sus Anexos con arreglo al artículo XV;

b. invitar a un organismo u organismos científicos apropiados para que colaboren con y asesoren a las Partes o con la Organización en cualquier aspecto de carácter científico o técnico relacionado con el presente Convenio incluido en particular el contenido de los Anexos;

c. recibir y considerar los informes redactados con arreglo al apartado 4 del artículo IV;

d. fomentar la colaboración con y entre organizaciones regionales interesadas en la prevención de la contaminación del mar y de dichas organizaciones entre si;

e. elaborar o adoptar, en consulta con las Organizaciones Internacionales apropiadas, los procedimientos mencionados en el apartado 2 del artículo V, incluyendo los criterios básicos para determinar situaciones excepcionales y de emergencia, y procedimientos para consultas, asesoramiento y evacuación segura de materias en tales circunstancias, incluyendo la designación de zonas de vertimiento apropiados, y hacer las recomendaciones pertinentes;

f. considerar cualquier otra medida que pudiera ser necesaria.

5. En la primera reunión consultiva, las Partes Contratantes establecerán las normas de procedimiento que sean necesarias.

ARTÍCULO XV

1. *a.* En las reuniones de las Partes Contratantes convocadas conforme al artículo XIV se podrán adoptar enmiendas al presente Convenio por una mayoría de dos tercios de los presentes. Las enmiendas entrarán en vigor para las Partes que las hayan aceptado el sesentavo día después de que dos tercios de las Partes hayan depositado en la Organización el instrumento de aceptación de la enmienda. Con posteridad las enmiendas entrarán en vigor para cualquier otra Parte a los 30 días de haber depositado tal Parte su instrumento de aceptación de la enmienda en cuestión.

b. La Organización informará a todas las Partes Contratantes de cualquier solicitud que se haga para la convocatoria de una reunión especial con arreglo al artículo XIV y de cualquier enmienda adoptada en las reuniones de las Partes, así como de la fecha en que cada una de dichas enmiendas entre en vigor para cada Parte.

2. Las enmiendas a los Anexos estarán basadas en consideraciones científicas o técnicas. Dichas enmiendas, una vez aprobadas por una mayoría de dos tercios de los presentes en una reunión convocada con arreglo al artículo XIV entrarán en vigor para la Parte Contratante que las haya aceptado inmediatamente después que haya notificado su aceptación a la Organización y para las demás Partes 100 días después de haber sido aprobadas por la reunión, salvo para aquellas que, antes de haber transcurrido los 100 días, hagan la declaración de que por el momento no pueden aceptar la enmienda. Las Partes deberán esforzarse en manifestar lo antes posible a la Organización su aceptación de una enmienda que haya sido aprobada en una reunión. Cualquier Parte podrá en todo momento substituir su declaración previa de objeción por una de aceptación, con lo cual la enmienda anteriormente objectada entrará en vigor para dicha Parte.

3. Toda aceptación o declaración de objeción con arreglo a este artículo se efectuará depositando un instrumento en la Organización. La Organización notificará a todas las Partes Contratantes la recepción de tales instrumentos.

4. Antes de la designación de la Organización, las funciones de Secretaría que le son confiadas en la presente serán ejercidas temporalmente por el Gobierno del Reino Unido de Gran Bretaña e Irlanda del Norte como uno de los depositarios del presente Convenio.

ARTÍCULO XVI

El Presente Convenio estará abierto a la firma de cualquier Estado en Londres, México, D. F., Moscú y Washington, desde el 29 de diciembre de 1972 hasta el 31 de diciembre de 1973.

ARTÍCULO XVII

El presente Convenio estará sujeto a ratificación. Los instrumentos de ratificación serán depositados en poder de los Gobiernos de los Estados Unidos de América, de México, del Reino Unido de Gran Bretaña e Irlanda del Norte, y de la Unión de Repúblicas Socialistas Soviéticas.

ARTÍCULO XVIII

A partir del 31 de diciembre de 1973, el presente Convenio estará abierto a la adhesion de cualquier Estado. Los instrumentos de adhesión serán depositados en poder de los Gobiernos de los Estados Unidos de América, de México, del Reino Unido de Gran Bretaña e Irlanda del Norte, y de la Unión de Repúblicas Socialistas Soviéticas.

ARTÍCULO XIX

1. El presente Convenio entrará en vigor el treintavo día después de la fecha en que haya depositado el quinceavo instrumento de ratificación o de adhesión.

2. Para cada una de las Partes Contratantes que ratifiquen el Convenio o se adhieran al mismo después del depósito del quinceavo instrumento de ratificación o adhesión, el Convenio entrará en vigor treinta días después de que dicha Parte haya depositado su instrumento de ratificación o adhesión.

ARTÍCULO XX

Los depositarios informarán a las Partes Contratantes:

a. de las firmas del presente Convenio y del depósito de instrumentos de ratificación, de adhesión o de denuncia, de conformidad con los artículos XVI, XVII, XVIII y XXI, y

b. de la fecha en que el presente Convenio entre en vigor, de conformidad con el artículo XIX.

ARTÍCULO XXI

Cualquier Parte Contratante podrá denunciar el presente Convenio mediante notificación por escrito a uno de los Depositarios con una antelación de seis meses. El Depositario informará sin demora de dicha notificación a todas las Partes.

ARTÍCULO XXII

El original del presente Convenio, cuyos textos en español, francés, inglés y ruso son igualmente auténticos, será depositado en poder de los Gobiernos de los Estados Unidos de América, de México, del Reino Unido de Gran Bretaña e Irlanda del Norte y de la Unión de Repúblicas Socialistas Soviéticas, los cuales enviarán copias certificadas a todos los Estados.

EN TESTIMONIO DE LO CUAL los Plenipotenciarios infrascritos, debidamente autorizados a ello por sus respectivos Gobiernos, han firmado el presente Convenio.

HECHO en cuatro ejemplares en Londres, México, D.F., Moscú y Washington, el día veintinueve de diciembre de 1972.

FOR AFGHANISTAN:
POUR L'AFGHANISTAN:
За Афганистан:
POR EL AFGANISTÁN:

FOR ARGENTINA:
POUR L'ARGENTINE:
За Аргентину:
POR LA ARGENTINA:

GUSTAVO MARTINEZ ZUVIRIA

10th May 1973

FOR AUSTRALIA:
POUR L'AUSTRALIE:
За Австралию:
POR AUSTRALIA:

JOHN I. ARMSTRONG

10.10.73

FOR AUSTRIA:
POUR L'AUTRICHE:
За Австрию:
POR AUSTRIA:

FOR BAHRAIN:
POUR BAHREÏN:
За Бахрейн:
POR BAHREIN:

FOR BANGLADESH:
POUR LE BANGLADESH:
За Бангладеш:
POR BANGLADESH:

FOR BARBADOS:
POUR LA BARBADE:
За Барбадос:
POR BARBADOS:

FOR BELGIUM:
POUR LA BELGIQUE:
За Бельгию:
POR BÉLGICA:

ROBERT ROTHSCHILD

25 Septembre 1973

FOR BOLIVIA:
POUR LA BOLIVIE:
За Боливию:
POR BOLIVIA:

FOR BRAZIL:
POUR LE BRÉSIL:
За Бразилию:
POR EL BRASIL:

FOR BURMA:
POUR LA BIRMANIE:
За Бирму:
POR BIRMANIA:

FOR CAMEROON:
POUR LE CAMEROUN:
За Камерун:
POR EL CAMERÚN:

FOR CANADA:
POUR LE CANADA:
За Канаду:
POR EL CANADÁ:

J. H. WARREN

9th February 1973

FOR CHILE:
POUR LE CHILI:
За Чили:
POR CHILE:

FOR COLOMBIA:
POUR LA COLOMBIE:
За Колумбию:
POR COLOMBIA:

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FOR CZECHOSLOVAKIA:
POUR LA TCHÉCOSLOVAQUIE:
За Чехословакию:
POR CHECOSLOVAQUIA:

FOR DENMARK:
POUR LE DANEMARK:
За Данию:
POR DINAMARCA:

KJELD WILLUMSEN

FOR THE DOMINICAN REPUBLIC:
POUR LA RÉPUBLIQUE DOMINICAINE:
За Доминиканскую Республику:
POR LA REPÚBLICA DOMINICANA:

FOR EGYPT:
POUR L'EGYPTE:
За Египет:
POR EGIPTO:

FOR EL SALVADOR:
POUR EL SALVADOR:
За Сальвадор:
POR EL SALVADOR:

FOR ETHIOPIA:
POUR L'ETHIOPIE:
За Эфиопию:
POR ETIOPÍA:

FOR FIJI:
POUR FIDJI:
За Фиджи:
POR FIJI:

FOR FINLAND:
POUR LA FINLANDE:
За Финляндию:
POR FINLANDIA:

ESKO RAJAKOSKI

FOR FRANCE:
POUR LA FRANCE:
За Францию:
POR FRANCIA:

J. de BEAUMARCHAIS

31 mai 1973

FOR GAMBIA:
POUR LA GAMBIE:
За Гамбию:
POR GAMBIA:

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FOR THE FEDERAL REPUBLIC OF GERMANY:
POUR LA RÉPUBLIQUE FÉDÉRALE D'ALLEMAGNE:
За Федеративную Республику Германии:
POR LA REPÚBLICA FEDERAL DE ALEMANIA:

KARL GÜNTHER von HASE
22nd Jan. 1973

FOR GHANA:
POUR LE GHANA:
За Гану:
POR GHANA:

FOR GREECE:
POUR LA GRÈCE:
За Грецию:
POR GRECIA:

N. BROUMAS
9.11.1973

FOR GUATEMALA:
POUR LE GUATEMALA:
За Гватемалу:
POR GUATEMALA:

FOR GUYANA:
POUR LA GUYANE:
За Гвиану:
POR GUYANA:

FOR HAITI:
POUR HAÏTI:
За Гаити:
POR HAITÍ:

FOR HONDURAS:
POUR LE HONDURAS:
За Гондурас:
POR HONDURAS:

FOR HUNGARY:
POUR LA HONGRIE:
За Венгрию:
POR HUNGRÍA:

HÁZI VENCEL

14/12/73

FOR ICELAND:
POUR L'ISLANDE:
За Исландию:
POR ISLANDIA:

NIELS P. SIGURDSSON

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

FOR INDONESIA:
POUR L'INDONÉSIE:
За Индонезию:
POR INDONESIA:

FOR IRAN:
POUR L'IRAN:
За Иран:
POR EL IRÁN:

FOR IRELAND:
POUR L'IRLANDE:
За Ирландию:
POR IRLANDA:

SÉAN GAYNOR

31st December, 1973

FOR ITALY:
POUR L'ITALIE:
За Италию:
POR ITALIA:

MANZINI

FOR THE IVORY COAST:
POUR LA CÔTE-D'IVOIRE:
За Берег Слоновой Кости:
POR LA COSTA DE MARFIL:

FOR JAMAICA:
POUR LA JAMAÏQUE:
За Ямайку:
POR JAMAICA:

FOR JAPAN:
POUR LE JAPON:
За Японию:
POR EL JAPÓN:

HARUKI MORI

22 June, 1973

FOR JORDAN:
POUR LA JORDANIE:
За Иорданию:
POR JORDANIA:

M. A. NOWAR

23rd August 1973

FOR KENYA:
POUR LE KENYA:
За Кению:
POR KENIA:

FOR THE KHMER REPUBLIC:
POUR LA RÉPUBLIQUE KHMÈRE:
За Кхмерскую Республику:
POR LA REPÚBLICA KHMER:

S. SOTH

2 janvier 1973

TIAS 8165

FOR THE REPUBLIC OF KOREA:
POUR LA RÉPUBLIQUE DE CORÉE:
За Корейскую Республику:
POR LA REPÚBLICA DE COREA:

FOR KUWAIT:
POUR LE KOWEÏT:
За Кувейт:
POR KUWAIT:

1/3/1973

FOR LEBANON:
POUR LE LIBAN:
За Ливан:
POR EL LÍBANO:

N. DIMECHKIÉ
15th May 1973

FOR LIBERIA:
POUR LE LIBÉRIA:
За Либерию:
POR LIBERIA:

REID WILES
January 1, 1973

FOR LUXEMBOURG:
POUR LE LUXEMBOURG:
За Люксембург:
POR LUXEMBURGO:

JULIEN ALEX

TIAS 8165

FOR MALAYSIA:
POUR LA MALAISIE:
За Малайзию:
POR MALASIA:

FOR MALTA:
POUR MALTE:
За Мальту:
POR MALTA:

FOR MEXICO:
POUR LE MEXIQUE:
За Мексику:
POR MÉXICO:

V. SANCHEZ GAVITO

FOR MONACO:
POUR MONACO:
За Монако:
POR MÓNACO:

I. S. IVANOVIC

5th October 1973

FOR MOROCCO:
POUR LE MAROC:
За Марокко:
POR MARRUECOS:

TIAS 8165

FOR NEPAL:
POUR LE NÉPAL:
За Непал:
POR NEPAL:

U. B. BASNYAT

1st/1/73

FOR THE NETHERLANDS:
POUR LES PAYS-BAS:
За Нидерланды:
POR LOS PAÍSES BAJOS:

W. J. G. GEVERS

12th April, 1973

FOR NEW ZEALAND:
POUR LA NOUVELLE-ZÉLANDE:
За Новую Зеландию:
POR NUEVA ZELANDIA:

T. H. McCOMBS

30 May 1973

FOR NICARAGUA:
POUR LE NICARAGUA:
За Никарагуа:
POR NICARAGUA:

FOR NIGERIA:
POUR LA NIGÉRIA:
За Нигерию:
POR NIGERIA:

FOR NORWAY:
POUR LA NORVÈGE:
За Норвегию:
POR NORUEGA:

PAUL KOHT

FOR PAKISTAN:
POUR LE PAKISTAN:
За Пакистан:
POR EL PAKISTÁN:

FOR PANAMA:
POUR LE PANAMA:
За Панаму:
POR PANAMÁ:

FOR PARAGUAY:
POUR LE PARAGUAY:
За Парагвай:
POR EL PARAGUAY:

FOR THE PHILIPPINES:
POUR LES PHILIPPINES:
За Филиппины:
POR FILIPINAS:

Subject to acceptance

PABLO A. ARAQUE

TIAS 8165

FOR PORTUGAL:
POUR LE PORTUGAL:
За Португалию:
POR PORTUGAL:

FRANCISCO MOITA

FOR SAN MARINO:
POUR SAINT-MARIN:
За Сан-Марино:
POR SAN MARINO:

FOR SAUDI ARABIA:
POUR L'ARABIE SAOUDITE:
За Саудовскую Аравию:
POR ARABIA SAUDITA:

FOR SENEGAL:
POUR LE SÉNÉGAL:
За Сенегал:
POR EL SENEGAL:

FOR SIERRA LEONE:
POUR LE SIERRA LEONE:
За Сьерра-Леоне:
POR SIERRA LEONA:

TIAS 8165

68-569 O - 76 - 80

FOR SOMALIA:
POUR LA SOMALIE:
За Сомали:
POR SOMALIA:

FOR SOUTH AFRICA:
POUR L'AFRIQUE DU SUD:
За Южную Африку:
POR SUDÁFRICA:

FOR SPAIN:
POUR L'ESPAGNE:
За Испанию:
POR ESPAÑA:

JAIME de PINIES

27 April 1973

FOR SRI LANKA:
POUR SRI LANKA:
За Шри Ланка:
POR SRI LANKA:

FOR SWEDEN:
POUR LA SUÈDE:
За Швецию:
POR SUECIA:

OLE JÖHDAHL

TIAS 8165

FOR SWITZERLAND:
POUR LA SUISSE:
За Швейцарию:
POR SUIZA:

A. WEITNAUER

June 6, 1973

FOR THE UNITED REPUBLIC OF TANZANIA:
POUR LA RÉPUBLIQUE-UNIE DE TANZANIE:
За Объединенную Республику Танзания:
POR LA REPÚBLICA UNIDA DE TANZANIA:

FOR THAILAND:
POUR LA THAÏLANDE:
За Таиланд:
POR TAILANDIA:

FOR TOGO:
POUR LE TOGO:
За Того:
POR EL TOGO:

VICTOR DAGADOU

21 Novembre 1973

FOR TONGA:
POUR LE TONGA:
За Тонга:
POR TONGA:

FOR TRINIDAD AND TOBAGO:
POUR LA TRINITÉ-ET-TOBAGO:
За Тринидад и Тобаго:
POR TRINIDAD Y TABAGO:

FOR TUNISIA:
POUR LA TUNISIE:
За Тунис:
POR TÚNEZ:

FOR TURKEY:
POUR LA TURQUIE:
За Турцию:
POR TURQUÍA:

FOR UGANDA:
POUR L'OUGANDA:
За Уганду:
POR UGANDA:

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:
POUR L'UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES:
За Союз Советских Социалистических Республик:
POR LA UNIÓN DE REPÚBLICAS SOCIALISTAS SOVIÉTICAS:

М. СМИРНОВСКИЙ

TIAS 8165

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:
POUR LE ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD:
За Соединенное Королевство Великобритании и Северной Ирландии:
POR EL REINO UNIDO DE GRAN BRETAÑA E IRLANDA DEL NORTE:

JULIAN AMERY

FOR THE UNITED STATES OF AMERICA:
POUR LES ETATS-UNIS D'AMÉRIQUE:
За Соединенные Штаты Америки:
POR LOS ESTADOS UNIDOS DE AMÉRICA:

EARL D. SOHM

FOR URUGUAY:
POUR L'URUGUAY:
За Уругвай:
POR EL URUGUAY:

FOR VENEZUELA:
POUR LE VENEZUELA:
За Венесуэлу:
POR VENEZUELA:

FOR THE REPUBLIC OF VIET-NAM:
POUR LA RÉPUBLIQUE DU VIET-NAM:
За Республику Вьетнам:
POR LA REPÚBLICA DE VIET-NAM:

FOR YEMEN:
POUR LE YÉMEN:
За Йемен:
POR EL YEMEN:

FOR YUGOSLAVIA:
POUR LA YOUGOSLAVIE:
За Югославию:
POR YUGOSLAVIA:

FOR ZAIRE:
POUR LE ZAÏRE:
За Заир:
POR EL ZAIRE:

FOR ZAMBIA:
POUR LA ZAMBIE:
За Замбию:
OR ZAMBIA:

ANNEX I

1. Organohalogen compounds.

2. Mercury and mercury compounds.

3. Cadmium and cadmium compounds.

4. Persistent plastics and other persistent synthetic materials, for example, netting and ropes, which may float or may remain in suspension in the sea in such a manner as to interfere materially with fishing, navigation or other legitimate uses of the sea.

5. Crude oil, fuel oil, heavy diesel oil, and lubricating oils, hydraulic fluids, and any mixtures containing any of these, taken on board for the purpose of dumping.

6. High-level radio-active wastes or other high-level radio-active matter, defined on public health, biological or other grounds, by the competent international body in this field, at present the International Atomic Energy Agency, as unsuitable for dumping at sea.

7. Materials in whatever form (*e.g.* solids, liquids, semi-liquids, gases or in a living state) produced for biological and chemical warfare.

8. The preceding paragraphs of this Annex do not apply to substances which are rapidly rendered harmless by physical, chemical or biological processes in the sea provided they do not:

(i) make edible marine organisms unpalatable, or

(ii) endanger human health or that of domestic animals.

The consultative procedure provided for under Article XIV should be followed by a Party if there is doubt about the harmlessness of the substance.

9. This Annex does not apply to wastes or other materials (*e.g.* sewage sludges and dredged spoils) containing the matters referred to in paragraphs 1–5 above as trace contaminants. Such wastes shall be subject to the provisions of Annexes II and III as appropriate.

ANNEX II

The following substances and materials requiring special care are listed for the purposes of Article VI (1) (*a*).

A. Wastes containing significant amounts of the matters listed below:

arsenic
lead
copper
zinc
} and their compounds

organosilicon compounds
cyanides
fluorides
pesticides and their by-products not covered in Annex I.

B. In the issue of permits for the dumping of large quantities of acids and alkalis, consideration shall be given to the possible presence in such wastes of the substances listed in paragraph A and to the following additional substances:

beryllium
chromium
nickel
vanadium
} and their compounds

C. Containers, scrap metal and other bulky wastes liable to sink to the sea bottom which may present a serious obstacle to fishing or navigation.

D. Radio-active wastes or other radio-active matter not included in Annex I. In the issue of permits for the dumping of this matter, the Contracting Parties should take full account of the recommendations of the competent international body in this field, at present the International Atomic Energy Agency.

ANNEX III

Provisions to be considered in establishing criteria governing the issue of permits for the dumping of matter at sea, taking into account Article IV (2), include:

A.—Characteristics and composition of the matter

1. Total amount and average composition of matter dumped (*e.g.* per year).

2. Form, *e.g.* solid, sludge, liquid, or gaseous.

3. Properties: physical (*e.g.* solubility and density), chemical and biochemical (*e.g.* oxygen demand, nutrients) and biological (*e.g.* presence of viruses, bacteria, yeasts, parasites).

4. Toxicity.

5. Persistence: physical, chemical and biological.

6. Accumulation and biotransformation in biological materials or sediments.

7. Susceptibility to physical, chemical and biochemical changes and interaction in the aquatic environment with other dissolved organic and inorganic materials.

8. Probability of production of taints or other changes reducing marketability of resources (fish, shellfish, etc.).

B.—Characteristics of dumping site and method of deposit

1. Location (*e.g.* co-ordinates of the dumping area, depth and distance from the coast), location in relation to other areas (*e.g.* amenity areas, spawning, nursery and fishing areas and exploitable resources).

2. Rate of disposal per specific period (*e.g.* quantity per day, per week, per month).

3. Methods of packaging and containment, if any.

4. Initial dilution achieved by proposed method of release.

5. Dispersal characteristics (*e.g.* effects of currents, tides and wind on horizontal transport and vertical mixing).

6. Water characteristics (*e.g.* temperature, pH, salinity, stratification, oxygen indices of pollution—dissolved oxygen (DO), chemical oxygen demand (COD), biochemical oxygen demand (BOD)—nitrogen present in organic and mineral form including ammonia, suspended matter, other nutrients and productivity).

7. Bottom characteristics (*e.g.* topography, geochemical and geological characteristics and biological productivity).

8. Existence and effects of other dumpings which have been made in the dumping area (*e.g.* heavy metal background reading and organic carbon content).

9. In issuing a permit for dumping, Contracting Parties should consider whether an adequate scientific basis exists for assessing the consequences of such dumping, as outlined in this Annex, taking into account seasonal variations.

C.—General considerations and conditions

1. Possible effects on amenities (*e.g.* presence of floating or stranded material, turbidity, objectionable odour, discolouration and foaming).

2. Possible effects on marine life, fish and shellfish culture, fish stocks and fisheries, seaweed harvesting and culture.

3. Possible effects on other uses of the sea (*e.g.* impairment of water quality for industrial use, underwater corrosion of structures, interference with ship operations from floating materials, interference with fishing or navigation through deposit of waste or solid objects on the sea floor and protection of areas of special importance for scientific or conservation purposes).

4. The practical availability of alternative land-based methods of treatment, disposal or elimination, or of treatment to render the matter less harmful for dumping at sea.

ANNEXE I

1. Les composés organohalogénés.

2. Le mercure et ses composés.

3. Le cadmium et ses composés.

4. Les plastiques non destructibles et autres matières synthétiques non destructibles, par exemple les filets et les cordages, susceptibles de flotter ou de rester en suspension dans la mer de telle façon qu'ils constituent une gêne matérielle à la pêche, la navigation ou aux autres utilisations légitimes de la mer.

5. Le pétrole brut, le fuel, le carburant diesel lourd et les huiles de graissage, les fluides hydrauliques ainsi que les mélanges contenant ces produits chargés à bord pour être immergés.

6. Les déchets fortement radioactifs et autres matières fortement radioactives définies par l'organisme international compétent en la matière, actuellement l'Agence internationale de l'énergie atomique, comme impropres à l'immersion en raison de leurs effets sur la santé humaine, la biologie ou dans d'autres domaines.

7. Les matières produites pour la guerre biologique et chimique sous quelque forme que ce soit (solide, liquide, semi-liquide, gazeuse ou vivante).

8. Les paragraphes 1 à 7 de la présente Annexe ne s'appliquent pas aux substances qui sont rapidement rendues inoffensives dans la mer par des processus physiques, chimiques ou biologiques, pourvu

i. qu'ils n'altèrent pas le goût des organismes marins comestibles, ou

ii. qu'ils ne présentent pas de danger pour la vie de l'homme ni des animaux domestiques.

En cas de doute sur l'innocuité d'une substance, la Partie concernée aura recours à la procédure consultative prévue à l'article XIV.

9. La présente Annexe ne s'applique pas aux déchets et autres matières, tels les boues d'égout et les déblais de dragage, qui contiennent les substances définies aux paragraphes 1 à 5 ci-dessus à l'état de contaminants en traces. L'immersion de ces déchets est soumise aux dispositions des Annexes II et III selon le cas.

ANNEXE II

Les substances et matières dont l'immersion nécessite des précautions spéciales sont énumérées ci-après aux fins de l'article VI paragraphe 1 alinéa *a*.

A. Les déchets contenant des quantités notables des matières ci-après:

arsenic
plomb
cuivre
zinc
} et leurs composés
composés organosiliciés
cyanures
fluorures
pesticides et sous-produits de pesticides non visés à l'Annexe I.

B. Pour la délivrance de permis en vue de l'immersion de grandes quantités d'acides et de bases, il sera tenu compte de la présence éventuelle dans ces déchets des substances énumérées au paragraphe A et des autres substances ci-après:

béryllium
chrome
nickel
vanadium
} et leurs composés

C. Les conteneurs, les déchets métalliques et autres déchets volumineux susceptibles d'être déposés au fond de la mer et de constituer un sérieux obstacle à la pêche ou à la navigation.

D. Les déchets radioactifs ou autres matières radioactives non comprises à l'Annexe I. Pour la délivrance des permis d'immersion de ces matières les Parties contractantes tiennent dûment compte des recommandations de l'organisme international compétent en la matière, actuellement l'Agence internationale de l'énergie atomique.

ANNEXE III

Les dispositions qui doivent être prises en considération pour établir les critères régissant la délivrance des autorisations d'immersion de matières, suivant les dispositions de l'article IV paragraphe 2, sont notamment les suivantes:

A. Caractéristiques et composition de la matière

1. Quantité totale immergée et composition moyenne de la matière (par exemple, par an).

2. Forme, par exemple solide, boueuse, liquide ou gazeuse.

3. Propriétés physiques (telles que solubilité et densité), chimiques et biochimiques (telles que demande en oxygène, éléments nutritifs) et biologiques (telles que présence de virus, bactéries, levures, parasites).

4. Toxicité.

5. Persistance: physique, chimique et biologique.

6. Accumulation et transformation biologique dans les matières et sédiments biologiques.

7. Sensibilité aux transformations physiques, chimiques et biochimiques et interaction dans le milieu aquatique avec d'autres matières organiques et inorganiques dissoutes.

8. Probabilité de contamination et autres altérations diminuant la valeur commerciale des ressources marines (poissons, mollusques et crustacés, etc.).

B. Caractéristiques du lieu d'immersion et méthode de dépôt

1. Emplacement (coordonnées de la zone d'immersion, profondeur et distance des côtes), situation par rapport à d'autres emplacements (tels que zones d'agrément, de frai, de culture et de pêche, et ressources exploitables).

2. Cadence d'évacuation de la matière (par exemple, quotidienne, hebdomadaire, mensuelle).

3. Méthodes d'emballage et de conditionnement, le cas échéant.

4. Dilution initiale réalisée par la méthode de décharge proposée.

5. Caractéristiques de dispersion (telles qu'effets des courants, des marées et du vent sur le déplacement horizontal et le brassage vertical).

6. Caractéristiques de l'eau (telles que température, pH, salinité, stratification, indices de pollution: notamment oxygène dissous (OD), demande biochimique en oxygène (DBO), demande chimique en oxygène (DCO), présence d'azote sous forme organique ou minérale et notamment présence d'ammoniaque, de matières en suspension, autres matières nutritives, productivité).

7. Caractéristiques du fond (telles que topographie, caractéristiques géochimiques et géologiques, productivité biologique).

8. Existence et effets d'autres immersions pratiquées dans la zone d'immersion (par exemple, relevés indiquant la présence de métaux lourds et teneur en carbone organique).

9. Lors de la délivrance d'un permis d'immersion, les Parties contractantes s'efforcent de déterminer s'il existe une base scientifique d'évaluation des conséquences de l'immersion comme indiqué dans cette annexe, en tenant compte également des variations saisonnières.

C. Considérations et circonstances générales

1. Effets éventuels sur les zones d'agrément (tels que présence de matériaux flottants ou échoués, turbidité, odeurs désagréables, décoloration, écume).

2. Effets éventuels sur la faune et la flore marines, la pisciculture et la conchyliculture, les réserves poissonnières et les pêcheries, la récolte et la culture d'algues.

3. Effets éventuels sur les autres utilisations de la mer (tels que altération de la qualité de l'eau pour des usages industriels, corrosion sous-marine des ouvrages en mer, perturbations du fonctionnement des navires par les matières flottantes, entraves à la pêche et à la navigation dues au dépôt de déchets ou d'objets solides sur le fond de la mer et protection de zones d'une importance particulière du point de vue scientifique ou de la conservation).

4. Possibilités pratiques de recourir sur la terre ferme à d'autres méthodes de traitement, de rejet ou d'élimination, ou à des traitements réduisant la nocivité des matières avant leur immersion en mer.

ПРИЛОЖЕНИЕ I

1. Хлор-органические соединения.

2. Ртуть и соединения ртути.

3. Кадмий и соединения кадмия.

4. Устойчивые пластмассы и другие устойчивые синтетические материалы, как например сети и тросы, которые могут всплывать или оставаться во взвешенном виде в морской воде таким образом, что они существенно мешают рыболовству, судоходству или другим законным видам использования моря.

5. Сырая и топливная нефть, тяжелое дизельное топливо и смазочные масла, гидравлические жидкости, а также смеси, содержащие любые из этих веществ, погруженные на суда с целью сброса.

6. Радиоактивные отходы с высоким уровнем радиации или другие радиоактивные вещества с таким уровнем, которые компетентная в данной области Международная организация в настоящее время - Международное агентство по атомной энергии, определяет с точки зрения здравоохранения, по биологическим и другим причинам, как недопустимые для сброса в море.

7. Материалы в какой бы то ни было форме (например, твердые вещества, жидкости, полужидкости, вещества в газообразном состоянии или живые организмы), изготовленные для ведения биологической и химической войны.

8. Предыдущие параграфы настоящего Приложения не распространяются на вещества, которые быстро обезвреживаются в результате физических, химических или биологических процессов в море, при условии, что они:

(i) не влияют отрицательно на вкус съедобных морских организмов или

(ii) не подвергают опасности здоровье человека или домашних животных.

Если имеются сомнения относительно безвредности вещества, Сторона должна следовать процедуре консультаций, предусмотренной в статье XIV.

9. Настоящее Приложение не распространяется на отходы или другие материалы (например, шлам от сточных вод, густая грязь и отвал землесосов), в которых вещества, указанные в пунктах I - 5, содержатся в виде следов загрязнителей. Такие отходы подпадают под соответствующие положения Приложений II и III.

ПРИЛОЖЕНИЕ II

Для целей статьи VI (Iа) ниже приводится список веществ и материалов, которые требуют специального разрешения:

A. Отходы, содержащие значительное количество следующих материалов:

мышьяк)
свинец)
медь) и их соединения
цинк)

кремнийорганические соединения

цианиды

фториды

пестициды и их побочные продукты, не указанные в Приложении I.

B. При выдаче разрешения на сброс больших количеств кислот и щелочей необходимо обращать внимание на возможное наличие в таких отходах веществ, перечисленных в пункте A, а также следующих дополнительных веществ:

бериллий)
хром) и их соединения
никель)
ванадий)

C. Контейнеры, металлолом и прочие тонущие неупакованные отходы, потопление которых на дне моря может серьезно препятствовать рыболовству и судоходству.

D. Радиоактивные отходы или другие радиоактивные материалы, не включенные в Приложение I. При выдаче разрешений на сброс этих материалов, Договаривающиеся стороны должны полностью принимать во внимание рекомендации международного органа, компетентного в этой области - в настоящее время Международного агентства по атомной энергии.

ПРИЛОЖЕНИЕ III

Положения, которые подлежат рассмотрению при выработке критериев для выдачи разрешений на сброс материалов в море в связи со статьей IV (2), включают:

A. ХАРАКТЕРИСТИКА И СОСТАВ МАТЕРИАЛА

I. Общее количество и средние показатели состава сброшенного материала (например, за один год).

2. Его состояние, например, твердое, жидкое, газообразное или в виде шлама.

3. Его свойства: физические (например, растворимость и плотность), химические и биохимические (например, потребление кислорода, питательные вещества) и биологические (например, наличие вирусов, бактерий, дрожжевых микробов, паразитов).

4. Токсичность.

5. Устойчивость: физическая, химическая и биологическая.

6. Накопление и биотрансформация в биологических материалах и осадках.

7. Склонность к физическим, химическим и биологическим изменениям и взаимодействиям в водной среде с другими растворенными в ней органическими и неорганическими материалами.

8. Вероятность эффекта окраски или других изменений, понижающих товарные качества продуктов моря (рыбы, ракообразных и т.д.).

B. ХАРАКТЕРИСТИКА МЕСТА И МЕТОДОВ СБРОСА

I. Местоположение (например, координаты места сброса, глубина и расстояние от берега), положение по отношению к другим зонам (например, к зонам отдыха; зонам, где разводится, выращивается и ловится рыба; зонам разрабатываемых ресурсов).

2. Количество сброса в определенный период (например, в день, неделю, месяц).

3. Методы упаковки и контейнеризации, если сбросы упаковываются

4. Первоначальное растворение, произведенное с помощью предложенного метода сброса.

5. Характеристика рассеивания (например, влияния течений, приливов и ветра на горизонтальное перемещение и вертикальное смешивание).

6. Характеристика воды (например, температура, pH, соленость, стратификация, кислородные показатели загрязнения - растворенный кислород (DO), химическое потребление

кислорода (COD), биохимическое потребление кислорода (BOD) - содержание органического и минерального азота, в том числе аммиака, взвесей, других питательных веществ и продуктивность).

7. Характеристика дна (например, топография, геохимическая и геологическая характеристика, а также биологическая продуктивность).

8. Наличие и эффекты других захоронений, которые были сделаны в зоне сброса (например, данные о тяжелых металлах и содержание органического углерода).

9. При выдаче разрешения на сброс, Договаривающиеся стороны должны учитывать наличие достаточного научного основания для оценки последствий такого сброса, как предусмотрено в настоящем Приложении, и принимать во внимание изменения, связанные с временем года.

C. ОБЩИЕ СООБРАЖЕНИЯ И УСЛОВИЯ

I. Возможное влияние на зоны отдыха (например, наличие плавающих или занесенных материалов, мутность, неприятный запах, обесцвечивание и вспенивание).

2. Возможное влияние на морскую фауну, культуры рыб и ракообразных, на рыбные запасы и рыбный промысел, на сбор водорослей и их культуры.

3. Возможное влияние на другие виды использования моря (например, ухудшение качества воды для промышленного применения, подводная коррозия сооружений, помехи судоходству из-за плавающих материалов, затруднения для рыболовства или судоходства вследствие накопления отходов или твердых тел на морском дне и проблема защиты участков, имеющих особое значение для научных целей или целей сохранения).

4. Практическая доступность альтернативных методов обработки, захоронения или уничтожения на суше или переработки с целью обезвреживания материалов для сброса в море.

ANEXO I

1. Compuestos orgánicos halogenados.

2. Mercurio y compuestos de mercurio.

3. Cadmio y compuestos de cadmio.

4. Plásticos persistentes y demás materiales sintéticos persistentes tales como redes y cabos, que puedan flotar o quedar en suspensión en el mar de modo que puedan obstaculizar materialmente la pesca, la navegación u otras utilizaciones legítimas del mar.

5. Petróleo crudo, fuel-oil, aceite pesado diesel, y aceites lubricantes, fluidos hidráulicos, y mezclas que contengan esos hidrocarburos, cargados con el fin de ser vertidos.

6. Desechos u otras materias de alto nivel radioactivo que por razones de salud pública, biológicas o de otro tipo hayan sido definidos por el órgano internacional competente en esta esfera, actualmente el Organismo Internacional de Energía Atómica, como inapropiados para ser vertidos en el mar.

7. Materiales de cualquier forma (por ej., sólidos, líquidos, semi-líquidos, gaseosos o vivientes) producidos para la guerra química y biológica.

8. Los párrafos precedentes del presente Anexo no se aplicarán a sustancias que se transformen rápidamente en el mar en sustancias inocuas mediante procesos físicos, químicos o biológicos, siempre que:

i. no den mal sabor a la carne de los organismos marinos comestibles, o

ii. no pongan en peligro la salud del hombre o de los animales domésticos.

Si existiese alguna duda sobre si una sustancia es inocua, la Parte deberá seguir el procedimiento consultivo dispuesto en el artículo XIV.

9. El presente Anexo no se aplicará a desechos u otros materiales (tales como logos de aguas residuales y escombros de dragados) que contengan como vestigios de contaminantes, las materias a que se hace referencia en los apartados 1–5 del presente Anexo. Estos desechos estarán sujetos a las disposiciones de los Anexos II y III según proceda.

ANEXO II

Las siguientes sustancias y materiales que requieren especial atención se enumeran para los efectos del inciso *a*) del apartado 1 del artículo VI.

A. Desechos que contengan cantidades considerables de las materias siguientes:

arsénico
plomo
cobre
zinc
} y sus compuestos

compuestos orgánicos de silicio
cianuros
fluoruros
pesticidas y sus subproductos no incluidos en el Anexo I.

B. Al conceder permiso para el vertimiento de grandes cantidades de ácidos y álcalis, se tendrá en cuenta la posible presencia en esos desechos de las sustancias enumeradas en el apartado A y de las sustancias adicionales siguientes:

berilio
cromo
níquel
vanadio
} y sus compuestos

C. Los contenedores, chatarra y otros desechos voluminosos que puedan hundirse hasta el fondo del mar y obstaculizar seriamente la pesca o la navegación.

D. Los desechos radioactivos u otras materias radioactivas no incluidos en el Anexo I. En la expedición de permisos para el vertimiento de estas materias, las Partes Contratantes deberán tener debidamente en cuenta las recomendaciones del órgano internacional competente en esta esfera, en la actualidad el Organismo Internacional de Energía Atómica.

ANEXO III

Entre los factores que deberán examinarse al establecer criterios que rijan la concesión de permisos para el vertimiento de materias en el mar, teniendo en cuenta el apartado 2 del artículo IV, deberán figurar los siguientes:

A. Características y composición de la materia

1. Cantidad total y composición media de la materia vertida (por ej., por año).

2. Forma, por ej., sólida, lodosa, líquida o gaseosa.

3. Propiedades: físicas (por ej., solubilidad y densidad), químicas y bioquímicas (por ej., demanda de oxígeno, nutrientes) y biológica (por ej., presencia de virus, bacterias, levaduras parásitos).

4. Toxicidad.

5. Persistencia: física, química y biológica.

6. Acumulación y biotransformación en materiales biológicos o sedimentos.

7. Susceptibilidad a los cambios físicos, químicos y bioquímicos e interacción en el medio acuático con otros materiales orgánicos e inorgánicos disueltos.

8. Probabilidad de que se produzcan contaminaciones u otros cambios que reduzcan la posibilidad de comercialización de los recursos (pescados, moluscos, etc.).

B. Características del lugar de vertimiento y método de depósito

1. Situación (por ej., coordenadas de la zona de vertimiento, profundidad y distancia de la costa), situación respecto a otras zonas (por ej., zonas de esparcimiento, de desove, de criaderos y de pesca y recursos explotables).

2. Tasa de eliminación por período específico (por ej., cantidad por día, por semana, por mes).

3. Métodos de envasado y contención, si los hubiere.

4. Dilución inicial lograda por el método de descarga propuesto.

5. Características de la dispersión (por ej., efectos de las corrientes, mareas y viento sobre el desplazamiento horizontal y la mezcla vertical).

6. Características del agua (por ej., temperatura, pH, salinidad, estratificación, índices de oxígeno de la contaminación—Oxígeno Disuelto (CD), Demanda Química de Oxígeno (DQO) y Demanda Bioquímica de Oxígeno (DBO)—nitrogéno presente en forma orgánica y mineral incluyendo amoníaco, materias en suspensión, otros nutrientes y productividad).

7. Características de los fondos (por ej., topografía, características geoquímicas y geológicas y productividad biológica).

8. Existencia y efectos de otros vertimientos que se hayan efectuado en la zona de vertimiento (por ej., antecedentes sobre contenido de metales pesados y contenido de carbono orgánico).

9. Al expedir un permiso para efectuar una operación de vertimiento las Partes Contratantes deberán considerar si existe una base científica adecuada, para determinar, como se expone en el presente Anexo, las consecuencias de tal vertimiento teniendo en cuenta las variaciones estacionales.

C. Consideraciones y condiciones generales

1. Posibles efectos sobre los esparcimientos (por ej., presencia de material flotante o varado, turbidez, malos olores, decoloración y espumas).

2. Posibles efectos sobre la vida marina, piscicultura y conquilicultura, reservas de especies marinas y pesquerías, y recolección y cultivo de algas marinas.

3. Posibles efectos sobre otras utilizaciones del mar (por ej., menoscabo de la calidad del agua para usos industriales, corrosión submarina de las estructuras, entorpecimiento de las operaciones de buques por la presencia de materias flotantes, entorpecimiento de la pesca o de la navegación por el depósito de desechos u objetos sólidos en el fondo del mar y protección de zonas de especial importancia para fines científicos o de conservación).

4. Disponibilidad práctica de métodos alternativos de tratamiento, evacuación o eliminación situados en tierra, o de tratamiento para convertir la materia en sustancias menos nocivas para su vertimiento en el mar.

1 January 1974

Certified a true copy of the Convention on the Prevention of Marine Pollution by Dumping of Wastes and Other Matter, as signed at London:

(For the Secretary of State)

Head of Nationality and Treaty Department,
Foreign and Commonwealth Office,
London.

TIAS 8165

Note by the Department of State

Signatories at Washington to Convention on the Prevention of Marine Pollution By Dumping of Wastes and Other Matter Opened for Signature at Washington, London, Mexico City and Moscow on December 29, 1972*

FOR ARGENTINA:

CARLOS A. MUÑIZ
May 15/1973

FOR AUSTRALIA:

J. PLIMSOLL
10 October 1973

FOR CANADA:

M CADIEUX
le 9 février 1973

FOR CHAD:

L. MASSIBE

FOR DENMARK:

H. J. CHRISTENSEN

FOR FINLAND:

LEO TUOMINEN

FOR FRANCE:

JACQUES KOSCIUSKO-MORIZET
22 mai 1973

FOR THE FEDERAL REPUBLIC OF GERMANY:

26. January 1973
ROLF FRIEDEMANN PAULS

FOR HUNGARY:

DR. SZABÓ KAROLY
14 December 1973

FOR ITALY:

VINCENZO DE BENEDICTIS

FOR JAPAN:

NOBUHIKO USHIBA
June 22nd 1973

*Signature affixed December 29, 1972, unless otherwise indicated.

FOR JORDAN:

Z MUFTI
January 4, 1973

FOR KUWAIT:

SALEM S. AL-SABAH [romanization]
8th March 1973

FOR LEBANON:

N. KABBANI

FOR LESOTHO:

M T MASHOLOGU
January 8, 1973

FOR LIBERIA:

S EDWARD PEAL

FOR MEXICO:

OLLOQUI

FOR MOROCCO:

BADREDDINE SENOUSSI
22 Juin 1973

FOR THE NETHERLANDS:

For the Kingdom of the Netherlands
R B VAN LYNDEN
12th April 1973

FOR NEW ZEALAND:

G D L WHITE
May 30 1973

FOR NORWAY:

G O HAERUM

FOR PANAMA:

ROGELIO NOVEY

FOR THE PHILIPPINES:

EDUARDO Z ROMUALDEZ
June 15, 1973

FOR PORTUGAL:

A. CABRITA MATIAS

FOR THE REPUBLIC OF CHINA:

JAMES C. H. SHEN

TIAS 8165

FOR SENEGAL:

A. J. COULBARY

FOR SWEDEN:

HUBERT DE BESCHE

FOR TUNISIA:

SLAHEDDINE EL GOULLI
3-5-73

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:

A. DOBRYNIN

FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND:

CROMER.

FOR THE UNITED STATES OF AMERICA:

U ALEXIS JOHNSON

PROCÈS-VERBAL

Whereas a Convention on the Prevention of Marine Pollution by Dumping of Wastes and Other Matter was open for signature at London, Mexico City, Moscow and Washington from 29 December 1972 to 31 December 1973; and

Whereas an examination of the originals of the said Convention has revealed certain linguistic inconsistencies between the Russian language text deposited with the Government of the Union of Soviet Socialist Republics and those deposited with the Government of Mexico, the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America; and

Whereas the States which had signed or ratified the said Convention in London, Mexico City and Washington agreed on 13 September 1974 that the modifications set out in the Schedule hereto should be made to the Russian language texts deposited in those cities in order to bring them into conformity with the text deposited in Moscow;

Now therefore I, Leonard James Callaghan, Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs, hereby declare that I have caused the said modifications to be made to the Russian language text of the original of the Convention deposited with the Government of the United Kingdom of Great Britain and Northern Ireland.

In witness whereof I have signed this procès-verbal and affixed hereto my seal.

Done at London this 13th day of March 1975.

JAMES CALLAGHAN

Certified a true copy:
(For the Secretary of State)

Head of Nationality and Treaty Department,
Foreign and Commonwealth Office, London.

APR 1975

TIAS 8165

SCHEDULE

Article VI

In sub-paragraph *d*) of paragraph 1, substitute " наблюдения " for " мониторинга ".

Article VII

In the first sentence of paragraph 4, delete " суверенным ".

Article VIII

In the penultimate sentence, substitute " выработки " for " развития "; " будут " for " необходимо"; and " участники " for " участникам ".

In the last sentence, substitute " наблюдений " for " мониторинга ".

Article IX

In sub-paragraph *b*), substitute " наблюдений " for " мониторинга ".

In the penultimate line of the article, substitute " заинтересованных странах " for " границах стран, которых зто касается ".

Article X

In the penultimate line, substitute " определения " for " оценки ".

Article XIV

In the penultimate line of paragraph 2, delete " и " after " организации ".

In the first line of sub-paragraph *b*) of paragraph 3, substitute " по " for " в ".

In the first line of sub-paragraph *e*) of paragraph 4, substitute " или " for " и " and " по " for " в " and insert a comma after " принимают ".

In the second line of sub-paragraph *e*) of paragraph 4, insert a comma after " организациями ".

In the third line of sub-paragraph *e*) of paragraph 4, substitute " в " for " по ".

At the end of sub-paragraph *e*) of paragraph 4, substitute " соответствующие рекомендации " for " рекомендации по всем вышеуказанным вопросам ".

Article XV

In the second line of paragraph 4, substitute " настоящей Конвенцией " for " настоящим ".

Annex II

In the second line, substitute " сброс которых требует особой предосторожности " for " которые требуют специального разрешения ".

SOCIALIST REPUBLIC OF ROMANIA

Cooperation in Agriculture

Protocol signed at Washington September 11, 1975;
Entered into force September 11, 1975.

PROTOCOL

on Cooperation in Agriculture between the Department of Agriculture of the United States of America and the Ministry of Agriculture and Food Industry of the Socialist Republic of Romania

The Department of Agriculture of the United States of America and the Ministry of Agriculture and Food Industry of the Socialist Republic of Romania, having in mind:

- The principles and provisions set forth in the Joint Statement of the Presidents of the two countries signed in Washington on December 5, 1973 [1] and the U.S. - Romanian Joint Statement on Economic, Industrial and Technological Cooperation issued in Washington on December 5, 1973, [2]

- The possibilities inherent in the agriculture of the two countries for further development of bilateral relationships between the United States of America and the Socialist Republic of Romania,

- The mutual desire to apply new knowledge and technology in production and processing of agricultural products, and

- The mutual conviction that development of cooperation in agriculture will contribute to the improvement of relations between the two countries,

Agreed on the following:

[1] TIAS 7746; 24 UST 2257.
[2] TIAS 8159; *ante*, p. 2305.

Article I

The Department of Agriculture of the United States of America (hereinafter "the Department") and the Ministry of Agriculture and Food Industry of the Socialist Republic of Romania (hereinafter "the Ministry") will develop and carry out a program of cooperation in agriculture on the basis of mutual advantage and equality.

Article II

To facilitate development of the agricultural sectors of both countries, the parties will promote cooperation on the basis of mutual advantage in the fields of plant, animal and soil science and mechanization, such as exchanges of germplasm, cooperation in methods for application of agricultural chemicals and use of mathematical models in agriculture.

Cooperative activities undertaken within the framework of this protocol will be implemented by exchanges of materials and information as required by these activities and by organization of symposia and conferences on scientific and technological subjects of mutual interest and by such other means as may be mutually agreed upon by the Department and the Ministry.

The fields in which cooperative activities may be initiated in calendar year 1976 are annexed to this protocol. Additional cooperative activities may be undertaken by mutual agreement. The normal forum for discussion and agreement on additional activities will be the Working Group for Agricultural Cooperation and Trade established as provided in Article IV of this protocol. The annex to this protocol and such additional annexes as may be mutually agreed upon are integral parts of this protocol.

Article III

In order to facilitate timely implementation of cooperative activities agreed upon under this protocol, the parties will encourage the development of direct contacts between governmental organizations, universities, research organizations, firms and enterprises and individuals in the two countries designated by each party to participate in agreed cooperative activities. The parties will ensure that participants keep the Department and the Ministry informed on a continuing basis concerning their cooperative activities.

Cooperative activities undertaken under this protocol will be carried out in accordance with the laws of the United States of America and the Socialist Republic of Romania as well as any rules and guidelines which may be established by mutual agreement between the Department and the Ministry.

Article IV

The organizations charged with the coordination and implementation of this protocol are: on behalf of the United States of America, the Department of Agriculture and on behalf of the Socialist Republic of Romania, the Ministry of Agriculture and Food Industry; they will establish and approve the cooperation programs and projects and the timing of their fulfillment.

The two parties will be responsible in their respective countries for arranging collaboration with other institutions, associations and organizations to ensure the accomplishment of cooperative activities under this protocol.

In order to promote mutually beneficial cooperation in agriculture, a permanent Working Group on Agricultural Cooperation and Trade will be established within the framework of the U.S.-Romanian Joint Economic Commission. The Working Group will meet not less than once a year to review implementation of the programs established on the basis of this protocol and to explore new possibilities for development of further agricultural cooperation. The Working Group will approve proposals for additional undertakings under this protocol and establish procedures for their implementation. Decisions of the working group may be ad referendum to the Department or the Ministry, if necessary.

Article V

Each party or participating institution, organization or firm shall bear the costs of its participation and that of its personnel in cooperative activities engaged in under this protocol, unless otherwise mutually agreed by the Department and the Ministry.

Article VI

Nothing in this protocol shall be interpreted to prejudice or modify any existing understandings or agreements between the Department and the Ministry or their respective governments.

Article VII

This protocol comes into force when signed and will remain in force for five years.

Unless terminated earlier by mutual agreement or unless one of the parties notifies the other of its intention to terminate the

protocol at least six months before its expiration, this protocol will be automatically extended for an additional five years.

In event of termination of this protocol, arrangements would be made for completion of activities already underway under this protocol.

Concluded in Washington, September 11, 1975 in two copies in the English and Romanian languages, both texts having equal validity.

FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE

Earl L. Butz

Earl L. Butz
Secretary of Agriculture

FOR THE MINISTRY OF AGRICULTURE AND FOOD INDUSTRY OF THE SOCIALIST REPUBLIC OF ROMANIA

Angelo Miculescu
Deputy Prime Minister
and Minister of Agriculture
and Food Industry

TIAS 8166

68-569 O - 76 - 82

ANNEX

to the Protocol on Cooperation in Agriculture between the Department of Agriculture of the United States of America and the Ministry of Agriculture and Food Industry of the Socialist Republic of Romania

Fields for the Cooperative Activities in Calendar Year 1976:

1. Production of corn, wheat and soyabeans and sunflowers including their resistance to insects and diseases;

2. Increasing the production and sugar content of sugar beets;

3. Animal diseases, including foot and mouth disease and transmittable gastroenteritis;

4. Methods of developing hybrid hogs for meat; and

5. Irrigation of plants and desalinization of soils.

Earl L. Butz
Secretary of Agriculture

Angelo Miculescu
Deputy Prime Minister
and Minister of Agriculture
and Food Industry

PROTOCOL

privind cooperarea în domeniul agriculturii încheiat între Departamentul Agriculturii al Statelor Unite ale Americii şi Ministerul Agriculturii şi Industriei Alimentare al Republicii Socialiste România

Departamentul Agriculturii al Statelor Unite ale Americii şi Ministerul Agriculturii şi Industriei Alimentare al Republicii Socialiste România, avînd în vedere:

- Principiile şi prevederile Declaraţiei Comune a Preşedinţilor celor două ţări, semnată la Washington, la 5 decembrie 1973, şi ale Declaraţiei Comune americano-române privind cooperarea economică, industrială şi tehnică, publicată la Washington, la 5 decembrie 1973,

- Posibilităţile ce le oferă agricultura celor două ţări pentru dezvoltarea în continuare a relaţiilor bilaterale între Statele Unite ale Americii şi Republica Socialistă România,

- Dorinţa reciprocă de a aplica noi cunoştinţe şi tehnologii în producţia şi prelucrarea produselor agricole, şi

- Convingerea reciprocă că dezvoltarea cooperării în agricultură va contribui la îmbunătăţirea relaţiilor dintre cele două ţări,

Au convenit asupra următoarelor:

Articolul I

Departamentul Agriculturii al Statelor Unite ale Americii (de aici înainte se va spune "Departamentul") şi Ministerul Agriculturii şi Industriei Alimentare al Republicii Socialiste România (de aici înainte se va spune "Ministerul") vor dezvolta şi realiza un program de cooperare în agricultură pe baza avantajului reciproc şi egalităţii.

Articolul II

Cu scopul de a facilita dezvoltarea agriculturii din cele două ţări, Părţile vor promova cooperarea pe baza avantajului reciproc în domeniile vegetal, animal, al studierii şi mecanizării solurilor, ca de exemplu schimbul de germoplasmă, cooperarea privind metodele de folosire a produselor chimice în agricultură şi utilizarea modelelor matematice în agricultură.

Acţiunile de cooperare, întreprinse în cadrul acestui Protocol, vor fi realizate prin schimbul de materiale şi informaţii necesare acestor activităţi şi prin organizarea de simpozioane şi conferinţe ştiinţifice şi tehnologice de interes reciproc, cît şi prin alte mijloace asupra cărora Departamentul şi Ministerul vor cădea de comun acord.

Domeniile în care acţiunile de cooperare vor fi iniţiate în anul 1976 sînt prevăzute în anexa la acest Protocol.

De comun acord, pot fi întreprinse şi alte acţiuni de cooperare. Grupul de lucru pentru cooperare şi comerţ în agricultură, stabilit aşa cum se prevede în Articolul IV din acest Protocol, va constitui forumul de dezbatere şi de ajungere la acord asupra acţiunilor suplimentare de cooperare. Anexa la acest Protocol, cît şi celelalte anexe suplimentare asupra cărora se va cădea de acord, constituie parte integrantă a acestui Protocol.

Articolul III

Cu scopul de a facilita îndeplinirea în termen a activităţilor de cooperare asupra cărora s-a căzut de acord pe baza acestui Protocol, Părţile vor încuraja dezvoltarea contactelor directe între organizaţii guvernamentale, universităţi, institute de cercetare, firme, întreprinderi şi persoane din cele două ţări, desemnate de către fiecare Parte pentru a participa la acţiunile de cooperare convenite. Părţile vor asigura ca participanţii să informeze Departamentul şi Ministerul în mod continuu asupra acţiunilor lor de cooperare.

Acţiunile de cooperare întreprinse în cadrul acestui Protocol vor fi realizate în conformitate cu legile Statelor Unite ale Americii şi respectiv ale Republicii Socialiste

România, ca şi cu regulile şi indicaţiile ce vor fi stabilite de comun acord între Departament şi Minister.

Articolul IV

Organizaţiile însărcinate cu coordonarea şi realizarea acestui Protocol sînt: din partea Statelor Unite ale Americii, Departamentul Agriculturii, iar din partea Republicii Socialiste România, Ministerul Agriculturii şi Industriei Alimentare; ele vor stabili şi aproba programele şi proiectele de cooperare şi perioadele de realizare a acestora.

Cele două Părţi vor fi responsabile în ţările lor pentru realizarea cooperării cu alte instituţii, asociaţii şi organizaţii în vederea asigurării îndeplinirii acţiunilor de cooperare, potrivit acestui Protocol.

Cu scopul de a promova cooperarea reciproc avantajoasă în domeniul agriculturii se va înfiinţa, în cadrul Comisiei economice mixte americano-române un Grup permanent de lucru privind cooperarea şi comerţul în agricultură. Grupul de lucru se va întîlni cel puţin o dată pe an pentru a trece în revistă realizarea programelor stabilite pe baza acestui Protocol şi pentru a analiza noi posibilităţi de dezvoltare

în continuare a cooperării în agricultură. Grupul de lucru va aproba propunerile privind angajamentele suplimentare luate pe baza acestui Protocol şi va stabili procedurile pentru realizarea lor. Dacă este necesar, hotărîrile Grupului de lucru vor fi luate sub rezerva aprobării lor de către Departament şi Minister.

Articolul V

Fiecare Parte sau instituţie, organizaţie sau firmă participantă va suporta cheltuielile de participare, precum şi ale personalului său care ia parte la acţiunile de cooperare iniţiate pe baza acestui Protocol, dacă Departamentul şi Ministerul nu au convenit altfel.

Articolul VI

Nimic din prezentul Protocol nu va fi interpretat ca prejudiciind sau modificînd alte înţelegeri sau acorduri existente între Departament şi Minister sau între guvernele lor respective.

Articolul VII

Acest Protocol intră în vigoare la data semnării şi va rămîne în vigoare pentru o perioadă de 5 ani.

Acest Protocol va fi prelungit în mod automat pentru o nouă perioadă de 5 ani dacă, pe bază de înţelegere comună, nu va fi reziliat mai devreme sau dacă nici una dintre Părţi nu va notifica celeilalte Părţi, cu cel puţin 6 luni înainte de expirare, intenţia sa de a rezilia acest Protocol.

In cazul rezilierii acestui Protocol, vor fi făcute aranjamente pentru îndeplinirea acţiunilor deja angajate pe baza acestui Protocol.

Incheiat la Washington, la 11 septembrie 1975, în două exemplare, în limbile engleză şi română, ambele texte avînd aceeaşi valabilitate.

P e n t r u
Departamentul Agriculturii
al
Statelor Unite ale Americii

EARL L. BUTZ

Secretarul pentru
Agricultură

P e n t r u
Ministerul Agriculturii şi
Industriei Alimentare al
Republicii Socialiste România

ANGELO MICULESCU

Vice Prim-Ministru şi Ministrul
Agriculturii şi Industriei
Alimentare

A N E X A

la Protocolul dintre Departamentul Agriculturii al Statelor Unite ale Americii şi Ministerul Agriculturii şi Industriei Alimentare al Republicii Socialiste România privind cooperarea în domeniul agriculturii

Domeniile pentru acţiunile de cooperare pentru anul 1976:

1. Producţia de porumb, grîu , soia şi floarea soarelui, inclusiv rezistenţa acestora la insecte şi boli.

2. Creşterea producţiei şi a conţinutului de zahăr la sfecla de zahăr.

3. Bolile animalelor, inclusiv febra aftoasă şi gastroenteritele transmisibile.

4. Metodele de obţinere a porcilor hibrizi pentru carne.

5. Irigarea culturilor şi desalinizarea solurilor.

EARL L. BUTZ

Secretarul pentru Agricultură

ANGELO MICULESCU

Vice Prim-Ministru şi Ministrul Agriculturii şi Industriei Alimentare

SOCIALIST REPUBLIC OF ROMANIA

Development of Agricultural Trade

Protocol signed at Washington September 11, 1975;
Entered into force September 11, 1975.

PROTOCOL

on Development of Agricultural Trade between the Department of Agriculture of the United States of America and the Ministry of Agriculture and Food Industry of the Socialist Republic of Romania

The Department of Agriculture of the United States of America and the Ministry of Agriculture and Food Industry of the Socialist Republic of Romania, having in mind:

- The principles and provisions set forth in the Joint Statement of the Presidents of the two countries signed in Washington on December 5, 1973 [1] and the U.S.-Romanian Joint Statement on Economic, Industrial and Technological Cooperation issued in Washington on December 5, 1973 [2]

- The possibilities inherent in the agriculture of both countries for the further development of bilateral relationships between the United States of America and the Socialist Republic of Romania in the field of agriculture, and the important contributions to the liberalization of international trade which both countries can make,

- The traditional importance of agriculture in American-Romanian trade both in imports and exports, and the desire of both countries to expand this trade for the mutual benefit of their economies,

[1] TIAS 7746; 24 UST 2257.
[2] TIAS 8159; *ante*, p. 2305.

Agreed on the following:

Article I

To ensure harmonious development of trade in agricultural products, and to further the objectives of the U.S.-Romanian Joint Statement of December 5, 1973 on Economic, Industrial and Technological Cooperation, the Department of Agriculture of the United States of America (hereinafter "the Department") and the Romanian Ministry of Agriculture and Food Industry (hereinafter "the Ministry") will exchange on a regular basis agricultural economic information, including stocks and forward estimates on supply and demand, and trade in major agricultural commodities for their countries and for world trade in these commodities.

Article II

By November of each year the Ministry will provide the Department with a list of agricultural commodities and their quantities which Romania intends to import for its own needs from the United States for the following year and will inform the Department of significant changes in planned imports from the United States when and if these occur. As crop information becomes available during the growing and harvest season, the Department will provide the Ministry with estimates of United States and world market demand and export availabilities for agricultural commodities.

The Department will provide marketing information when requested by the Ministry for products for which there are potential export opportunities in the United States market.

Subject to availabilities the Department will endeavor to assure that Romanian foreign trade enterprises can purchase commodities in the United States market, at a minimum in the quantities specified in the current version of the list to be provided by the Ministry.

Article III

On the basis of most favored nation treatment accorded to Romania by the United States under the U.S.-Romanian Trade Agreement, [1] the Department will take into consideration applications for CCC credits for exports to Romania under the criteria then being applied in determining the availability of CCC credit, consistent with applicable provisions of law.

Article IV

To introduce more stability into commodity markets, the parties will encourage the conclusion of long-term purchasing arrangements between private exporters in the United States of agricultural commodities and Romanian foreign trade enterprises. Exports to Romania under such arrangements will be in accordance with the provisions of Article II of this protocol.

Article V

Taking into account the importance of the volume and growth of two-way agricultural trade to both countries, the parties declare their determination to facilitate bilateral trade in agricultural products.

Consistent with its domestic legal provisions and the U.S.-Romanian Trade Agreement, each party reaffirms the desirability of according agricultural imports from the other most favored nation treatment under the General Agreement on Tariffs and Trade. [2]

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[1] TIAS 8159; *ante*, p. 2305.
[2] TIAS 1700; 61 Stat., pts. 5 and 6.

Article VI

The Department recognizes that Romania, as a developing country, may be eligible for tariff treatment accorded to developing countries under the Generalized System of Preferences of the United States.

Article VII

In order to promote further mutually beneficial trade, a permanent Working Group on Agricultural Cooperation and Trade will be established within the framework of the U.S.-Romanian Joint Economic Commission. This working group will meet not less than once a year for consultations on agricultural trade between the United States and Romania and on the state of the international agricultural economy and for the functions set forth in the Protocol on Cooperation in Agriculture between the Department of Agriculture of the United States of America and the Ministry of Agriculture and Food Industry of the Socialist Republic of Romania signed in Washington September 11, 1975. [1]

Article VIII

The parties support the Tokyo Declaration on the multilateral trade negotiations and declare that nothing in this protocol shall prejudice or modify existing undertakings by either country under the General Agreement on Tariffs and Trade or its domestic legislation.

Article IX

This protocol comes into force when signed and will remain in force for five years.

Unless terminated earlier by mutual agreement or unless one of the parties notifies the other of its intention to terminate the protocol at least six months before its expiration, this protocol will be automatically extended for an additional five years.

[1] TIAS 8166; *ante*, p. 2486.

In event of termination of this protocol, arrangements would be made for completion of activities already underway under this protocol.

Concluded in Washington, September 11, 1975 in two copies in the English and Romanian languages, both texts having equal validity.

FOR THE UNITED STATES DEPARTMENT OF AGRICULTURE

Earl L. Butz
Secretary of Agriculture

FOR THE MINISTRY OF AGRICULTURE AND FOOD INDUSTRY OF THE SOCIALIST REPUBLIC OF ROMANIA

Angelo Miculescu
Deputy Prime Minister
and Minister of Agriculture
and Food Industry

PROTOCOL

privind dezvoltarea comerţului cu produse agroalimentare
încheiat între Departamentul Agriculturii al Statelor Unite
ale Americii şi Ministerul Agriculturii şi Industriei
Alimentare al Republicii Socialiste România

Departamentul Agriculturii al Statelor Unite ale Americii şi Ministerul Agriculturii şi Industriei Alimentare al Republicii Socialiste România, avînd în vedere:

- Principiile şi prevederile Declaraţiei Comune a Preşedinţilor celor două ţări semnată la Washington, la 5 decembrie 1973 şi ale Declaraţiei Comune americano-române privind cooperarea economică, industrială şi tehnică publicată la Washington, la 5 decembrie 1973,

- Posibilităţile ce le oferă agricultura celor două ţări pentru dezvoltarea în continuare a relaţiilor bilaterale dintre Statele Unite ale Americii şi Republica Socialistă România în domeniul agriculturii şi contribuţia importantă pe care ambele ţări o pot aduce la liberalizarea comerţului internaţional,

- Importanţa tradiţională a agriculturii în comerţul americano-român atît la import, cît şi la export, şi dorinţa celor două ţări de a extinde acest comerţ în avantajul reciproc al economiilor lor,

Au convenit asupra următoarelor:

Articolul I

Pentru a asigura dezvoltarea armonioasă a comerţului cu produse agroalimentare şi pentru a realiza obiectivele Declaraţiei Comune americano-române din 5 decembrie 1973 cu privire la cooperarea economică, industrială şi tehnică, Departamentul Agriculturii al Statelor Unite ale Americii (de aici înainte se va spune "Departamentul") şi Ministerul Agriculturii şi Industriei Alimentare al Republicii Socialiste România (de aici înainte se va spune "Ministerul") vor face schimburi regulate de informaţii economice agricole, inclusiv stocurile şi estimările probabile ale cererii şi ofertei şi comerţului cu produse agricole ale ţărilor lor proprii şi ale pieţei mondiale a acestor mărfuri.

Articolul II

In luna noiembrie a fiecărui an, Ministerul va prezenta Departamentului o listă de produse agricole, cît şi cantităţile acestora pe care Republica Socialistă România intenţionează să le importe pentru propriile sale necesităţi din Statele Unite în anul următor şi va informa Departamentul

asupra schimbărilor semnificative intervenite în importurile planificate din Statele Unite, dacă aceste modificări apar. Indată ce datele privind recolta de cereale devin disponibile în timpul sezonului de creştere şi recoltare, Departamentul va prezenta Ministerului estimările sale privind cererea de piaţă şi disponibilităţile pentru exportul de produse agro-alimentare, atît în ceea ce priveşte Statele Unite ale Americii, cît şi piaţa mondială.

Departamentul va prezenta, la cererea Ministerului informaţii de piaţă privind produsele pentru care există posibilităţi de export pe piaţa Statelor Unite.

In raport de disponibilităţi, Departamentul se va strădui să asigure ca întreprinderile româneşti de comerţ exterior să poată cumpăra produse de pe piaţa Statelor Unite, cel puţin în cantităţile specificate în lista prezentată de către Minister.

Articolul III

Pe baza clauzei naţiunii celei mai favorizate acordate României de către S.U.A., prin Acordul comercial româno-american, Departamentul va lua în considerare cererile de credite CCC pentru exportul în România, în conformitate cu criteriile ce vor fi aplicate pentru stabilirea disponibilităţilor de credite CCC, potrivit prevederilor legale aplicabile.

Articolul IV

Pentru a introduce mai multă stabilitate pe pieţele de produse, Părţile vor încuraja încheierea de aranjamente

comerciale pe termen lung între exportatorii particulari de produse agricole din S.U.A. şi întreprinderile românești de comerţ exterior. Exporturile către România, potrivit acestor aranjamente, se vor încadra în prevederile Articolului II din acest Protocol.

Articolul V

Ţinînd seama de importanţa volumului şi creşterii comerţului agricol dintre cele două ţări, în ambele sensuri, Părţile declară hotărîrea lor de a facilita comerţul bilateral cu produse agroalimentare.

Potrivit prevederilor legale interne ale fiecăreia şi ale Acordului dintre Statele Unite ale Ameţicii şi Republica Socialistă România asupra comerţului, fiecare Parte îşi reafirmă dorinţa de a acorda importurilor agricole din cealaltă ţară, clauza naţiunii celei mai favorizate, potrivit Acordului General pentru Tarife şi Comerţ.

Articolul VI

Departamentul recunoaşte că România, ca ţară în curs de dezvoltare, poate fi îndreptăţită la tratamentul tarifar acordat ţărilor în curs de dezvoltare pe baza sistemului generalizat de preferinţe al Statelor Unite.

Articolul VII

Cu scopul de a promova în continuare un comerţ reciproc avantajos, se va înfiinţa în cadrul Comisiei economice mixte americano-române un Grup permanent de lucru pentru cooperare şi comerţ în Agricultură. Acest Grup de lucru se va întîlni cel puţin o dată pe an pentru consultări privind comerţul agricol dintre Statele Unite ale Americii şi Republica Socialistă România şi situaţia economiei agricole internaţionale, cît şi pentru funcţiile sale stabilite în Protocolul privind cooperarea în domeniul agriculturii dintre Departamentul Agriculturii al Statelor Unite ale Americii şi Ministerul Agriculturii şi Industriei Alimentare al Republicii Socialiste România, semnat la Washington, la 11 septembrie 1975.

Articolul VIII

Părţile sprijină Declaraţia de la Tokyo privind negocierile comerciale multilaterale şi declară că nimic din acest Protocol nu va prejudicia sau modifica angajamentele existente ale oricărei din cele două ţări convenite potrivit Acordului General pentru Tarife şi Comerţ sau legislaţiei sale interne.

Articolul IX

Acest Protocol intră în vigoare la data semnării şi va rămîne în vigoare pentru o perioadă de 5 ani.

Acest Protocol va fi prelungit în mod automat pentru o nouă perioadă de 5 ani dacă, pe bază de înţelegere comună, nu va fi reziliat mai devreme sau dacă nici una dintre Părţi nu va notifica celeilalte Părţi, cu cel puţin 6 luni înainte de expirare, intenţia sa de a rezilia acest Protocol.

In cazul rezilierii acestui Protocol, vor fi făcute aranjamente pentru îndeplinirea acţiunilor deja angajate pe baza acestui Protocol.

Incheiat la Washington, la 11 septembrie 1975, în două exemplare, în limbile engleză şi română, ambele texte avînd aceeaşi valabilitate.

Pentru
Departamentul Agriculturii
al
Statelor Unite ale Americii

EARL L. BUTZ

Secretarul pentru
Agricultură

Pentru
Ministerul Agriculturii şi
Industriei Alimentare al
Republicii Socialiste România

ANGELO MICULESCU

Vice Prim-Ministru şi Ministrul
Agriculturii şi Industriei
Alimentare

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Cultural Relations

Agreement effected by exchange of notes
Signed at London July 2, 1975;
Entered into force July 2, 1975.

The British Secretary of State for Foreign and Commonwealth Affairs to the American Ambassador

FOREIGN AND COMMONWEALTH OFFICE
London SW1

2 JULY 1975

YOUR EXCELLENCY,

With reference to the discussions between representatives of our two Governments concerning an exchange programme of Fellowships in the creative and performed arts as part of the celebration of the Bicentennial year of the United States of America I have the honour to propose an Agreement in the following terms:

(1) The Bicentennial Fellowships will normally be open to men and women already established in their fields who show clear potential to become prominent members of their professions. The Fellowships shall be awarded for a duration of up to twelve months in the fields of the creative and performed arts. These may include, drama, opera, ballet, music, cinema, television, graphics, design, painting, sculpture, architecture or any other field of activity considered by the selecting Committee to be in the spirit of the Fellowships.

(2) The Government of the United Kingdom shall establish a Selection Committee to be known as the United Kingdom-United States Bicentennial Fellowships Committee. The Committee shall include one representative of the Government of the United States of America. The Secretariat of the Committee shall be provided by the British Council.

(3) The Government of the United States of America shall create a Selection Committee to be known as the United States-United Kingdom Bicentennial Fellowships Committee. The Committee shall include one representative of the Government of the United Kingdom.

The Secretariat of the Committee shall be provided by the National Endowment for the Arts.

(4) Each Committee shall be responsible for nominating citizens of its own country from which the Committee of the receiving country shall select up to five Fellows each year.

(5) The two Committee may also suggest the nominations of Fellows from the sending country whom their own institutions would be interested in receiving.

(6) Each Committee shall arrange the placing of Fellows in its own country with such institutions as theatres, ballet companies, orchestras, universities, radio/television companies or any other institutions which are active in their specialized field of activity. This shall be done in consultation, where necessary, with the Committee of the sending country.

(7) Each Fellow shall receive a stipend sufficient to cover his living and working expenses. The stipends shall be set at a level mutually acceptable to both Committees. The Fellowships shall include the payment of transatlantic fares for the Fellow, spouse and unmarried children up to the age of 18 and a baggage allowance. Where a Fellowship is awarded for a period of six months or less, however, the payment of passages shall be at the discretion of the Committee of the sending country.

(8) The cost of stipends and travel expenses for the United States Fellows and the expenses of the United States-United Kingdom Bicentennial Fellowships Committee shall be met by the Government of the United States.

(9) The cost of stipends and travel expenses for the British Fellows and the expenses of the United Kingdom-United States Bicentennial Fellowships Committee shall be met by the Government of the United Kingdom.

(10) It is intended that the first Fellows should be exchanged early in 1976.

(11) Nothing in the present Agreement shall affect or be deemed to affect the obligation of any person to comply with the laws and regulations in force in the territory of each contracting Government concerning the entry, employment, residence and departure of foreigners.

(12) During the third year of the exchange programme there shall be a review and the effects of the Programme shall be evaluated. The terms of this Agreement may then be amended with the mutual agreement of the contracting Governments.

(13) The purpose and obligations of this Agreement shall be subject to the availability of funds.

If the foregoing proposals are acceptable to the Government of the United States of America I have the honour to suggest that this Note together with 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 reply and shall remain in force for a period of five years.

I have the honour to be, with
the highest consideration,
Your Excellency's obedient Servant,

JAMES CALLAGHAN

His Excellency,
The Honourable ELLIOT L RICHARDSON,
Embassy of the United States of America,
Grosvenor Square,
W1A 1AE

The American Ambassador to the British Secretary of State for Foreign and Commonwealth Affairs

No. 13 LONDON, *July 2, 1975*

EXCELLENCY,

I have the honor to acknowledge receipt of your Note of today which reads as follows:

"YOUR EXCELLENCY,

With reference to the discussions between representatives of our two Governments concerning an exchange programme of Fellowships in the creative and performed arts as part of the celebration of the Bicentennial year of the United States of America I have the honour to propose an Agreement in the following terms:

(1) The Bicentennial Fellowships will normally be open to men and women already established in their fields who show clear potential to become prominent members of their professions. The Fellowships shall be awarded for a duration of up to twelve months in the fields of the creative and performed arts. These may include, drama, opera, ballet, music, cinema, television, graphics, design, painting, sculpture, architecture or any other field of activity considered by the selecting Committee to be in the spirit of the Fellowships.

(2) The Government of the United Kingdom shall establish a Selection Committee to be known as the United Kingdom-United States Bicentennial Fellowships Committee. The Committee shall include one representative of the Government of the United States of America. The Secretariat of the Committee shall be provided by the British Council.

(3) The Government of the United States of America shall create a Selection Committee to be known as the United States-

United Kingdom Bicentennial Fellowships Committee. The Committee shall include one representative of the Government of the United Kingdom. The Secretariat of the Committee shall be provided by the National Endowment for the Arts.

(4) Each Committee shall be responsible for nominating citizens of its own country from which the Committee of the receiving country shall select up to five Fellows each year.

(5) The two Committees may also suggest the nominations of Fellows from the sending country whom their own institutions would be interested in receiving.

(6) Each Committee shall arrange the placing of Fellows in its own country with such institutions as theatres, ballet companies, orchestras, universities, radio/television companies or any other institutions which are active in their specialized field of activity. This shall be done in consultation, where necessary, with the Committee of the sending country.

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(8) The cost of stipends and travel expenses for the United States Fellows and the expenses of the United States-United Kingdom Bicentennial Fellowships Committee shall be met by the Government of the United States.

(9) The cost of stipends and travel expenses for the British Fellows and the expenses of the United Kingdom-United States Bicentennial Fellowships Committee shall be met by the Government of the United Kingdom.

(10) It is intended that the first Fellows should be exchanged early in 1976.

(11) Nothing in the present Agreement shall affect or be deemed to affect the obligation of any person to comply with the laws and regulations in force in the territory of each contracting Government concerning the entry, employment, residence and departure of foreigners.

(12) During the third year of the exchange programme there shall be a review and the effects of the Programme shall be evaluated. The terms of this Agreement may then be amended with the mutual agreement of the contracting Governments.

(13) The purpose and obligations of this Agreement shall be subject to the availability of funds.

If the foregoing proposals are acceptable to the Government of the United States of America I have the honour to suggest that this Note together with 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 reply and shall remain in force for a period of five years.

I have the honour to be, with the highest consideration, Your Excellency's obedient Servant."

In reply I have the honor to inform you that the foregoing proposal is acceptable to the Government of the United States of America who therefore agree that your Note together with this reply shall constitute an Agreement between our two Governments which shall enter into force on this day's date and shall remain in force for a period of five years.

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

ELLIOT L. RICHARDSON

The Rt. Hon. JAMES CALLAGHAN, MP
Secretary of State for Foreign and Commonwealth Affairs
Downing Street
London SW1

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