United States Treaties and Other International Agreements

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IN FOUR PARTS

Part 3

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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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ECUADOR

Agricultural Commodities

Agreement signed at Quito July 31, 1972,
Entered into force July 31, 1972.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF ECUADOR FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Ecuador have agreed to the sales of the agricultural commodities specified below This agreement shall consist of the Preamble, Parts I and III and the Dollar Credit Annex of the June 30, 1969, agreement, [1] and the following Part II.

CONVENIO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA DEL ECUADOR PARA LA VENTA DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de la República del Ecuador han convenido en las ventas de los productos agrícolas que se especifican a continuación. Este convenio consistirá en el Preámbulo, las Partes I y III y el Anexo de Crédito en Dólares del Convenio de Junio 30, 1969, y la Part II siguiente.

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[1] TIAS 6867, 21 UST 1107

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period (U.S. Calendar Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value ($ Million)
Unmanufactured tobacco/tobacco products	1972	600	$1.3

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value ($ Million)
Soybean and/or cottonseed oil	1973	11,200	3.3
Wheat/wheat flour	1973	51,000	3.5
		TOTAL	$8.1

ITEM II. Payment Terms:

Dollar Credit

1. Initial Payment - 5 percent
2. Currency Use Payment - None.
3. Number of Installment Payments - 12.
4. Amount of Each Installment Payment - approximately equal annual amounts.
5. Due Date of First Installment Payment - fifteen months from date of last delivery in any calendar year.
6. Initial Interest Rate - 2 percent.
7. Continuing Interest Rate - 3 percent.

PARTE II - DISPOSICIONES PARTICULARES

Sección I. Cuadro de Productos:

SECCIÓN II. Condiciones de Pago

Crédito en Dólares

1. Pago Inicial - 5 por ciento
2. Pago en Moneda para el Uso Local - Ninguno.
3. Número de Cuotas de Pago - 12.
4. Monto de Cada Cuota - Pagos anuales aproximadamente iguales.
5. Fecha de Vencimiento del Pago de la Primera Cuota - Quince meses a partir de la fecha de la última entrega de productos en cada año calendario.
6. Tipo de Interés Inicial - 2 por ciento.
7. Tipo de Interés de Continuación - 3 por ciento.

ITEM III. Usual Marketing Table:

Commodity	Import Period (U.S. Calendar Year)	Usual Marketing Requirements
Unmanufactured tobacco/ tobacco products	1972	800 metric tons from the United States of America

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements
Soybean and/or cottonseed oil	1973	12,700 metric tons (of which at least 5,200 metric tons must be imported from the United States of America)
Wheat/wheat flour	1973	65,000 metric tons

ITEM IV Export Limitations.

A. The export limitation period shall begin with the effective date of agreement and terminate on the final date on which said commodities financed under this agreement are being received and utilized or at the end of the supply period, whichever is later.

B. For the purposes of Part I, Article III A 3, of the agreement, the commodities considered to be the same as the commodities under this agreement are. for wheat/wheat flour—wheat/wheat flour; for soybean/cottonseed oil—soybeans, cottonseeds and soybean/cottonseed oil.

SECCIÓN III. Cuadro de Comercialización Usual:

Commodity	Import Period (U.S. Calendar Year)	Usual Marketing Requirements
Unmanufactured tobacco/ tobacco products	1972	800 metric tons from the United States of America

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirements
Soybean and/or cottonseed oil	1973	12,700 metric tons (of which at least 5,200 metric tons must be imported from the United States of America)
Wheat/wheat flour	1973	65,000 metric tons

SECCIÓN IV Limitaciones a las Exportaciones:

A. El período de limitación de la exportación empezará en la fecha de suscripción del convenio y terminará en la última fecha en que se reciban y utilicen dichos productos financiados según este convenio o al fin del período de suministro, según la fecha que sea posterior.

B. Para los efectos de la Parte I, Artículo III A 3, del convenio, los productos que se consideran que son iguales a los productos según este convenio son. para trigo/harina de trigo—trigo/harina de trigo, para aceite de soya/aceite de semillas de algodón—semillas de soya, semillas de algodón y aceite de soya/aceite de semillas de algodón.

ITEM V Self-Help Measures.

The Government of the importing country shall continue to accord high priority to increasing agricultural production and improving marketing. Among the principal areas to be emphasized are the following:

1. Undertake a census of agriculture to update agricultural statistics so as to provide a data base adequate for agricultural planning and project development and to meet the requirements of the World Census of Agriculture. The Census will be implemented on the basis of plans being prepared by the National Planning Board.
2. Continue a program to support increased per capita food production by providing adequate producer incentives through such measures as making equitable commodity pricing adjustments, taking measures to make fertilizer and other essential agricultural inputs available at reasonable prices, and completing unfinished irrigation projects in critical areas.
3. Continue to strengthen agricultural credit institutions and provide needed agricultural credit for operators of small and medium size farms.
4. Continue to support improvement of the marketing and distribution system for agricultural products, including provision of adequate storage,

SECCIÓN V Medidas de Autoayuda.

El Gobierno del país importador continuará concediendo alta prioridad al aumento de la producción agrícola y al majoramiento de la comercialización. Entre las principales áreas que deben acentuarse están las siguientes.

1. Realizar un censo agrícola para poner al día las estadísticas agrícolas para obtener una base de datos adecuada para la planificación agrícola y el desarrollo de proyectos y para cumplir los requisitos del Censo Agrícola Mundial. El Censo se ejecutará sobre la base de planes que está preparando la Junta Nacional de Planificación.
2. Seguir un programa que apoye el incremento de la producción alimenticia per capita y proporcione estímulos adecuados al productor, mediante disposiciones tales como reajustes equitativos de precios de los productos, la adopción de medidas para que los fertilizantes y otros insumos esenciales a la agricultura estén disponibles a precios razonables, así como terminar los proyectos incompletos de regadío en las zonas críticas.
3. Seguir fortaleciendo a las instituciones de crédito agrícola y otorgar los créditos agrícolas que necesiten los poseedores de fincas pequeñas y de mediano tamaño.
4. Seguir apoyando el mejoramiento del sistema de comercialización y distribución de los productos agrícolas, incluyendo medidas para el adecuado

transportation and port facilities.

5. Continue to encourage private sector investment in agro-industries.
6. Continue to improve the Extension Service of the Ministry of Production through provision of adequate fiscal support, training of staff, and strengthening working relationships with the semi-autonomous research organization, INIAP, to assure dissemination of research results to farmers.
7. Continue to improve the facilities of INIAP to include work on crop research, directed toward greater diversification of agriculture with the objective to improve domestic consumption availabilities.
8. Improve and expand opportunities for education in rural areas.
9. Encourage and facilitate application of resources of international organizations to the priority areas identified above.

ITEM VI. Economic Development Purposes for which the Proceeds Referred to in Paragraph Number 4 of the Dollar Credit Annex are to be Used.

The sucres generated by this agreement will be utilized for purposes listed under Item V, including 25 million sucres on a

almacenamiento, transporte y facilidades portuarias.

5. Seguir alentando las inversiones del sector privado en las industrias agropecuarias.
6. Seguir mejorando el Servicio de Extensión del Ministerio de la Producción mediante una adecuada ayuda fiscal, capacitación del personal y fortalecimiento de las relaciones de trabajo con la organización semi-autónoma de investigación, INIAP, a fin de asegurar la divulgación de los resultados de las investigaciones a los agricultores.
7. Seguir mejorando los servicios de INIAP, para incluir trabajos en investigación de cultivos, dirigida a una mayor diversificación de la agricultura con el objeto de mejorar las disponibilidades para consumo interno.
8. Mejorar y ampliar las oportunidades para la educación en las zonas rurales.
9. Estimular y facilitar la aplicación de los recursos de las organizaciones internacionales en las áreas de prioridad arriba señaladas.

SECCIÓN VI. Propositos de Desarrollo Económico para los cuales se Utilizarán los Ingresos a que se hace Referencia en el Párrafo número 4 del Anexo de Crédito en Dólares:

Los sucres generados por este convenio se utilizarán para los fines que constan en la Sección V, inclusive 25 millones de sucres

priority basis for the agricultural census project specified in Item V-1, and for other purposes as will be mutually agreed upon.

ITEM VII. Ocean Freight Financing.

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, notwithstanding the provisions of paragraph 1 of the Dollar Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

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

DONE at Quito, Ecuador, in duplicate, in the English and Spanish languages, this 31st day of July, 1972.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

FINDLEY BURNS JR.

Findley Burns, Jr.
Ambassador of the United States of America

con prioridad para el proyecto del censo agrícola especificado en la Sección V-1, y para otros fines que se convinieren de mutuo acuerdo.

SECCIÓN VII. Financiación del Flete.

El Gobierno del país exportador cubrirá el costo del diferencial del flete marítimo por los productos que exige que sean transportados en buques de bandera de los Estados Unidos, pero, no obstante las disposiciones del párrafo 1 del Anexo de Crédito en Dólares, no financiará el saldo del costo del transporte marítimo de dichos productos.

EN TESTIMONIO DE LO CUAL, los respectivos representantes, debidamente authorizados para este fin, han suscrito el presente convenio.

SUSCRITO en Quito, Ecuador, por duplicado, en los idiomas inglés y español, el 31 de julio de 1972.

FOR THE GOVERNMENT OF THE REPUBLIC OF ECUADOR

N VEGA

Néstor Vega Moreno
Minister of Finance

F O ALBAN

Felipe Orellana Albán
Minister of Production

MULTILATERAL

Inter-American Development Bank

Amendments*[1] *to the agreement of April 8, 1959, as amended.
Approved by the Board of Governors of the Inter-American Development Bank March 23, 1972;
Entered into force March 27, 1972.

INTER-AMERICAN DEVELOPMENT BANK

RESOLUTION AG-3/72

AMENDMENT OF THE PROVISIONS OF THE AGREEMENT ESTABLISHING THE BANK WITH RESPECT TO THE ELECTION OF EXECUTIVE DIRECTORS

The Board of Governors

RESOLVES.

To make the following amendments to the Agreement Establishing the Bank: [2]

1. To amend subsection (b) of Article VIII, Section 3, as follows.

"(b) (i) Executive directors shall be persons of recognized competence and wide experience in economic and financial matters but who shall not be governors.

(ii) One executive director shall be appointed by the member country having the largest number of shares in the Bank and the others shall be elected by the governors of the remaining member countries. The number of executive directors to be elected, which shall not be less than six, and the procedure for their election shall be determined by regulations adopted by the Board of Governors by a two-thirds majority of the total number of governors representing not less than three fourths

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[1] Texts as certified by the Secretary of the Inter-American Development Bank, Washington, June 6, 1972.

[2] TIAS 4397, 10 UST 3029. Amendments dated Jan. 28, 1964 (TIAS 6920; 21 UST 1570), and Mar. 31, 1968 (TIAS 6591, 19 UST 7381).

of the total voting power of the member countries. Any change in the aforementioned regulations shall require the same majority of votes for its approval.

(iii) Executive directors shall be appointed or elected for terms of three years and may be reappointed or re-elected for successive terms."

2. To eliminate subsection (j) of Article VIII, Section 3.
3. To eliminate Annex C, concerning the election of Executive Directors.

(Approved March 23, 1972)

BANQUE INTERAMERICAINE DE DEVELOPPEMENT

RESOLUTION AG-3/72

L'AMENDEMENT DES DISPOSITIONS
DE L'ACCORD CONSTITUTIF DE LA BANQUE QUI REGISSENT
L'ELECTION DES DIRECTEURS EXECUTIFS

L'Assemblée des gouverneurs

DECIDE:

D'apporter les modifications suivantes à l'Accord constitutif de la Banque.

1. Modifier comme suit l'alinéa b) de la section 3 de l'article VIII.

"b) (i) Les directeurs exécutifs seront des personnes d'une compétence reconnue et d'une large expérience des questions économiques et financières, mais ils ne seront pas en même temps des Gouverneurs.

(ii) Un directeur exécutif sera désigné par le membre qui possède le plus grand nombre d'actions de la Banque, et les autres seront élus par les Gouverneurs des autres pays membres. Le nombre des directeurs exécutifs, qui ne sera pas inférieur à six, et le mode de leur élection seront déterminés par le règlement qu'adoptera l'Assemblée des gouverneurs, à la majorité des deux tiers du nombre total des gouverneurs representant au moins les trois quarts de la totalité des voix des pays membres. Toute modification du règlement susdit exigera pour son approbation la même majorité.

(iii) Les directeurs exécutifs seront désignés ou élus pour une durée de trois ans, et ils pourront être désignés de nouveau ou réélus pour des périodes consécutives."

2. Supprimer l'alinéa j) de la section 3 de l'article VIII.
3. Supprimer l'annexe C relative à l'élection des directeurs exécutifs.

(Approuvée le 23 mars 1972)

BANCO INTERAMERICANO DE DESARROLLO

RESOLUCION AG-3/72

MODIFICATION DE LAS DISPOSICIONES
DEL CONVENIO CONSTITUTIVO DEL BANCO QUE RIGEN
LA ELECCION DE DIRECTORES EJECUTIVOS

La Asamblea de Gobernadores

RESUELVE:

Introducir las siguientes modificaciones al Convenio Constitutivo del Banco

1. Modificar el literal (b) de la Sección 3 del Artículo VIII en la siguiente forma.

   "(b) (i) Los directores ejecutivos deberán ser personas de reconocida capacidad y de amplia experiencia en asuntos económicos y financieros y no podrán ser a la vez gobernadores.

   (ii) Un director ejecutivo será designado por el país miembro que posea el mayor numero de acciones del Banco y los demás serán elegidos por los gobernadores de los restantes países miembros. El número de directores ejecutivos a elegirse, que no será menor de seis, y el procedimiento para su elección serán determinados por el reglamento que adopte la Asamblea de Gobernadores por mayoría que dos tercios del número total de los gobernadores que represente por lo menos tres cuartos de la totalidad de los votos de los países miembros. Cualquier modificación del reglamento antes referido requerirá para su aprobación la misma mayoría de votos.

   (iii) Los directores ejecutivos serán designados o elegidos por períodos de tres años y podrán ser designados o elegidos para períodos sucesivos."

2. Suprimir el literal (j) de la Sección 3 del Artículo VIII.
3. Suprimir el Anexo C, sobre elección de Directores Ejecutivos.

(Aprobada el 23 de marzo de 1972)

BANCO INTERAMERICANO DE DESENVOLVIMENTO

RESOLUÇÃO AG-3/72

MODIFICAÇÃO DAS DISPOSIÇÕES DO CONVÊNIO CONSTITUTIVO DO BANCO QUE REGEM A ELEIÇÃO DE DIRETORES EXECUTIVOS

A Assembléia de Governadores

RESOLVE.

Introduzir as seguintes modificações no Convênio Constitutivo do Banco

1. Modificar o inciso (b) da Seção 3 do Artigo VIII, que passará a ter a seguinte redação

"(b) (i) Os Diretores Executivos deverão ser pessoas de reconhecida capacidade e ampla experiência em assuntos econômicos e financeiros mas não poderão ao mesmo tempo ser Governadores.

(ii) Um Diretor Executivo será nomeado pelo país membro que possua o maior número de ações do Banco e os outros serão eleitos pelos Governadores dos demais países membros. O número de Diretores Executivos a serem eleitos, que não será inferior a seis, e o procedimento para sua eleição serão determinados pelo Regulamento que a Assembléia de Governadores adotar pela maioria de dois terços do número total de Governadores que represente pelo menos três quartos da totalidade de votos dos países membros. A aprovação de qualquer modificação no supracitado Regulamento requererá a mesma maioria de votos.

(iii) Os Diretores Executivos serão nomeados ou eleitos para períodos de três anos e poderão ser reeleitos ou nomeados novamente para períodos sucessivos."

2. Eliminar o inciso (j) da Seção 3 do Artigo VIII.
3. Eliminar o Anexo C, relativo à eleição de Diretores Executivos.

(Aprovada em 23 de março de 1972)

INTER-AMERICAN DEVELOPMENT BANK

RESOLUTION AG-4/72

AMENDMENT OF THE PROVISIONS OF THE AGREEMENT ESTABLISHING THE BANK WITH RESPECT TO MEMBERSHIP AND TO RELATED MATTERS

The Board of Governors

RESOLVES.

1. To make the following amendments to the Agreement Establishing the Bank:

(a) To amend subsection (b) of Article II, Section 1, as follows.

"(b) Membership shall be open to other members of the Organization of American States and to Canada, at such times and in accordance with such terms as the Bank may determine. For the purpose of increasing the resources of the Bank, nonregional countries which are members of the International Monetary Fund, and Switzerland, may also be admitted to the Bank, at such times, in accordance with such terms and, under such general rules as the Board of Governors shall have established, subject to such limitations on their rights and obligations, relative to those applicable to regional members, as the Bank may determine."

(b) To amend subsection (b) of Article IV, Section 3, as follows.

"(b) Members of the Organization of American States that join the Bank after the date specified in Article XV, Section 1 (a), Canada and countries that are admitted in accordance with Article II, Section 1 (b) shall contribute to the Fund with such quotas, and under such terms, as may be determined by the Bank."

(c) To amend subsection (c) of Article VIII, Section 3, as follows.

"(c) Each Executive Director shall appoint an Alternate who shall have full power to act for him when he is not present. Directors and alternates shall be citizens of the member countries. None of the elected directors and their alternates may be of the same citizenship, except in the case of countries that are not borrowers. Alternates may participate in meetings but may vote only when they are acting in place of their principals."

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2. To determine that the foregoing amendments shall enter into force [1] 3 days after the date on which the official communication certifying their adoption has been addressed to the members in accordance with Article XII (c) of the Agreement Establishing the Bank.

(Approved March 23, 1972)

BANQUE INTERAMERICAINE DE DEVELOPPEMENT

RESOLUTION AG-4/72

MODIFICATIONS DES DISPOSITIONS DE L'ACCORD CONSTITUTIF DE LA BANQUE RELATIVES AUX PAYS MEMBRES ET A DES QUESTIONS CONNEXES

L'Assemblée des gouverneurs,

DÉCIDE:

1. De modifier l'Accord constitutif de la Banque comme ci-après indiqué, en.

(a) substituant de l'Article II, Section 1, alinéa b) l'alinéa suivant

"(b) Les autres membres de l'Organisation des Etats Américains et le Canada peuvent être admis à la Banque aux dates et sous les conditions que celle-ci aura fixées. En vue de l'augmentation des ressources de la Banque, les pays extra-régionaux, membres du Fonds monétaire international et la Suisse peuvent être admis à la Banque aux dates, et sous les conditions et conforme aux normes générales que l'Assemblée des gouverneurs aura préalablement établies moyennant les restrictions à leurs droits et devoirs, par rapport à ceux des membres régionaux, fixées par la Banque."

(b) substituant à l'Article IV, Section 3, alinéa b) l'alinéa suivant.

"(b) Les membres de l'Organisation des Etats Américains admis à la Banque après la date stipulée à l'Article XV, Section 1, alinéa a), le Canada et les pays admis en application de l'Article II, Section 1, alinéa b) apporteront au Fonds les quotes-parts fixées par la Banque, dans les conditions que celle-ci aura définies.

(c) substituant a l'Article VII, Section 3, l'alinéa c) le suivant.

"(c) Chaque directeur exécutif nommera un suppléant qui, en son absence, aura pleins pouvoirs pour agir à sa place. Les directeurs exécutifs et les suppléants doivent être des citoyens des pays membres. Parmi les directeurs exécutifs élus et leurs suppléants, il ne devra pas se

[1] Mar. 27, 1972.

trouver plus d'un citoyen du même pays, à moins qu'il ne s'agisse d'un pays qui n'est pas emprunteur. Les suppléants pourront participer aux réunions, mais ils n'auront le droit de voter que lorsqu'ils remplacent les titulaires."

2. Qu'en application des dispositions de l'alinéa c) de l'Article XII de l'Accord constitutif de la Banque, les modifications qui précèdent, entreront en vigueur trois jours après la date à laquelle la note officielle de la Banque où est consignée leur adoption a été adressée aux pays membres.

(Approuvée le 23 mars 1972)

BANCO INTERAMERICANO DE DESARROLLO

RESOLUCION AG-4/72

MODIFICACIONES DE LAS DISPOSICIONES DEL CONVENIO CONSTITUTIVO DEL BANCO RELACIONADAS CON PAISES MIEMBROS Y MATERIAS AFINES

La Asamblea de Gobernadores

RESUELVE.

1. Introducir las siguientes modificaciones al Convenio Constitutivo del Banco

(a) Modificar el literal (b) de la Sección 1 del Artículo II en la siguiente forma.

"(b) Los demás miembros de la Organización de los Estados Americanos y Canadá podrán ingresar al Banco en las fechas y conforme a las condiciones que el Banco acuerde. Con el propósito de incrementar los recursos del Banco, también podrán ser aceptados en el Banco los países extrarregionales que sean miembros del Fondo Monetario Internacional, y Suiza, en las fechas, conforme a las condiciones y, de acuerdo con las normas generales que la Asamblea de Gobernadores establezca previamente, con las limitaciones en sus derechos y obligaciones, en relación con los que correspondan a los miembros regionales, que el Banco acuerde."

(b) Modificar el literal (b) de la Sección 3 del Artículo IV en la siguiente forma.

"(b) Los miembros de la Organización de los Estados Americanos que se incorporen al Banco con posterioridad a la fecha estipulada en el Artículo XV, Seccion 1 (a), el Canadá y los países que sean aceptados de acuerdo con

el Artículo II, Sección 1 (b), contribuirán al Fondo con las cuotas y en los términos que el Banco acuerde."

(c) Modificar el literal (c) de la Sección 3 del Artículo VIII en la siguiente forma.

"(c) Cada Director Ejecutivo designará un Suplente, quien tendrá plenos poderes para actuar en su lugar cuando no esté presente. Los directores y los suplentes serán ciudadanos de los países miembros. Entre los directores elegidos y sus suplentes no podrá figurar más de un ciudadano del mismo país, exceptuándose el caso de países que no sean prestatarios. Los suplentes podrán participar en las reuniones pero sólo tendrán derecho a voto cuando actúen en reemplazo de sus titulares."

2. Determinar que las modificaciones que preceden entrarán en vigencia 3 días después de la fecha en que la comunicación oficial en la cual se hace constar su adopción ha sido dirigida a los países miembros, de acuerdo con el Artículo XII (c) del Convenio Constitutivo del Banco.

(Aprobada el 23 de marzo de 1972)

BANCO INTERAMERICANO DE DESENVOLVIMENTO

RESOLUÇÃO AG-4/72

MODIFICAÇÃO DE CERTAS DISPOSIÇÕES DO CONVÊNIO CONSTITUTIVO DO BANCO RELACIONADAS COM PAISES MEMBROS E MATÉRIAS CORRELATAS

A Assembléia de Governadores,

RESOLVE:

1. Introduzir as seguintes modificações no Convênio Constitutivo do Banco

(a) Modificar a Seção 1 (b) do Artigo II para que passe a ter a seguinte redação

"(b) Os demais membros da Organização dos Estados Americanos e o Canadá poderão ingressar no Banco nas datas e nas condições que o Banco determinar. Com o propósito de incrementar os recursos do Banco, também poderão ser admitidos no Banco os países extra-regionais que sejam membros do Fundo Monetário Internacional, e a Suíça, nas datas, nas condições, e de acordo com as normas gerais que a Assembléia de Governadores houver estabelecido, com as limitações em seus direitos e obrigações em comparação com os dos membros regionais, que o Banco determinar."

(b) Modificar a Seção 3 (b) do Artigo IV para que passe a ter a seguinte redaçòo

"(b) Os membros da Organização dos Estados Americanos que ingressarem no Banco após a data fixada no Artigo XV, Seção 1 (a), o Canadá e os outros países que sejam admitidos de acordo com o Artigo II, Seção 1 (b), contribuirão para o Fundo com as quotas e nos termos que o Banço determinar."

(c) Modificar a Seção 3 (c) do Artigo VIII para que passe a ter a seguinte redação

"(c) Cada Diretor Executivo nomeará um Suplente, o qual, na ausência do titular, terá plenos poderers para agir em seu nome. Os Diretores e os Suplentes serão cidadãos dos países membros. Entre os Diretores eleitos e os Suplentes não poderá constar mais de um cidadão de um mesmo país, excetuando-se o caso de países que não sejam mutuários. Os Suplentes poderão participar das reuniões, contudo, só terão direito a voto quando substituam os Diretores titulares."

2. Determinar que as modificações acima entrem em vigor 3 dias após a data em que a comunicação oficial de sua adoção seja dirigida aos países membros, de acordo com o Artigo XII (c) do Convênio Constitutivo do Banco.

(Aprovada em 23 de março de 1972)

MEXICO

Screwworm Eradication Program

Agreement effected by exchange of notes
Signed at México and Tlatelolco August 28, 1972,
Entered into force August 28, 1972.
With cooperative agreement between the United States Department of Agriculture and the Mexican Secretariat of Agriculture and Livestock.

The American Ambassador to the Mexican Secretary of Foreign Relations

No. 1083 MEXICO, D.F., *August 28, 1972*

EXCELLENCY

I have the honor to inform Your Excellency that the Government of the United States confirms the attached Agreement to Eradicate Screwworms, signed at Mexico City on August 28, 1972, by the Secretary of Agriculture of the United States of America and the Secretary of Agriculture and Livestock of the Republic of Mexico. I propose that the present note and your note in reply constitute confirmation of that Agreement between our two Governments.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

ROBERT H. MCBRIDE
American Ambassador

Enclosure:
Agreement. [1]

His Excellency
LICENCIADO EMILIO O RABASA,
Secretary of Foreign Relations,
Tlatelolco, D.F

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[1] See p. 2467.

The Mexican Under Secretary of Foreign Relations to the American Ambassador

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

II-159 TLATELOLCO, D F., *28 de agosto de 1972.*

SEÑOR EMBAJADOR.

Tengo el honor de acusar recibo de la Nota de Vuestra Excelencia del día 28 de agosto de 1972, en la cual me comunica que vuestro Gobierno confirma el Acuerdo anexo para erradicar el gusano barrenador del ganado, suscrito en la ciudad de México el día 28 de agosto de 1972 por el Secretario de Agricultura y Ganadería de México y el Secretario de Agricultura de los Estados Unidos de América.

Tengo el agrado de manifestarle que mi Gobierno confirma asimismo ese Acuerdo.

Aprovecho la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta consideración.

JOSÉ S. GALLASTEGUI

José S. Gallastegui

Excelentísimo Señor ROBERT HENRY MCBRIDE,
Embajador Extraordinario y Plenipotenciario de los Estados Unidos de América,
Ciudad.

Translation

UNITED MEXICAN STATES
MINISTRY FOR FOREIGN RELATIONS
MEXICO

II-159 TLATELOLCO, D.F., *August 28, 1972*

MR. AMBASSADOR.

I have the honor to acknowledge receipt of Your Excellency's note of August 28, 1972, in which you inform me that your Government has confirmed the attached Agreement to eradicate screwworms, signed in Mexico City on August 28, 1972, by the Secretary of Agriculture and Livestock of Mexico and the Secretary of Agriculture of the United States of America.

I have the pleasure of informing you that my Government likewise confirms this Agreement.

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

José S. Gallastegui

José S. Gallastegui

His Excellency
Robert Henry McBride,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Mexico, D.F

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF MEXICO TO ERADICATE SCREWWORMS

The object of this Agreement is to establish a joint program in the Republic of Mexico to eradicate screwworms (Cochliomya Hominivorax Coquerel) [1] from that part of Mexico north and west of the narrowest point of the Isthmus of Tehuantepec, and to establish a barrier of sterile screwworm flies at the Isthmus of Tehuantepec to protect those areas in Mexico freed from screwworm infestations. Mexico's Secretariat of Agriculture and Livestock, through its Subsecretariat of Livestock, and the United States Department of Agriculture, through its Animal and Plant Health Inspection Service, will participate in this Agreement in accordance with applicable laws.

Under the Act of February 28, 1947, as amended (21 U.S.C. 114b, 85 Stat. 418), the United States Department of Agriculture is authorized to cooperate with Mexico in the eradication of screwworms from that country Under the Act of February 28, 1947, as amended, the Animal and Plant Health Inspection Service will conduct cooperative work with Mexico's Subsecretariat of Livestock.

The Government of Mexico subject to the availability of funds under the expenditures budget of the Federal public sector will annually provide funds to the Secretariat of Agriculture and Livestock, in order to carry out its part of the Agreement.

The United States Department of Agriculture shall, subject to the availability of appropriations obtained from the Congress of the United States and private contributions, annually provide funds to its Animal and Plant Health Inspection Service, to enable the United States Department of Agriculture to carry out its part of the Agreement.

[1] Should read. (Cochliomyia hominivorax, Coquerel).

In order to carry out the earlier-mentioned program, the Governments of the United States and Mexico agree to the following:

1. To develop jointly a program of financing a screwworm eradication program to cost approximately 40,000,000 dollars. The duration of the program will be determined by the Commission which is referred to in the following paragraph.
2. To establish in Mexico City, at the earliest possible date, a joint Mexican-United States Commission for the eradication of screwworms. The Commission shall be responsible for the direction of the program to be carried out under this Agreement.
3. The Commission shall be composed of four members appointed by Mexico's Secretary of Agriculture and Livestock, four members appointed by the United States Secretary of Agriculture, a Mexican director, and a United States co-director.
4. The director and co-director shall be directly and jointly responsible for the administration of the program. The director shall be a Mexican citizen and a veterinary regulatory official appointed by Mexico's Secretary of Agriculture and Livestock.

The co-director shall be a United States citizen and a veterinary regulatory official appointed by the United States Secretary of Agriculture.

In the event the director and the co-director cannot agree with regard to the interpretation or application of the present international instrument, the matter shall be referred to the Commission. If the Commission cannot agree, the problem shall be resolved through consultations between the Secretary of Agriculture and Livestock of Mexico and the United States Secretary of Agriculture.

Plan of Operations

5. The purpose of this Agreement is to provide for the eradication of screwworms in Mexico, west of longitude 93° at the Isthmus of Tehuantepec, and the establishment of a barrier of sterile screwworm flies at that point.
6. Both Governments will provide the personnel needed to carry out this program. The selection of the professional and technical positions will be subject to the mutual and joint approval of the director and co-director.
7 The activities of the Commission will include.

(a) Developing of plans for the eradication of screwworms,

(b) Production, irradiation, and release of sterile screwworm flies,

(c) Training of personnel in the techniques of screwworm eradication,

(d) Developing and distribution of information material to livestock owners,

(e) Collection of larvae samples for laboratory identification,

(f) Investigating reports of myiasis,

(g) Modification and equipping of ships to produce sterile screwworm flies, and

(h) Conducting other appropriate activities related to screwworm eradication and prevention in the Republic of Mexico.

8. The United States Government will contribute 80 percent, and the Government of Mexico will contribute 20 percent, of the funds necessary to carry out the activities of the Commission, as identified in item 7 above.

9. The joint financing of the expenses mentioned in item 8 does not include the additional contributions which are considered in the program and which are indicated below

The United States agrees to contribute as required for the program.

(a) Ships

(b) Planes

(c) United States Government-owned surplus equipment and parts

(d) Travel and per diem of co-director

(e) Salaries and benefits of United States personnel

(f) Administrative support costs not directly connected with the Commission.

Mexico agrees to contribute as required for the program.

(a) Fiscal exemption (duty-free entry of supplies and equipment for the program, furnished by the United States Government)

(b) Sites for placement of ships free of charges for rental, licenses, or taxes

(c) Auxiliary land necessary for a sterile fly production facility free of charges for rental, licenses or taxes

(d) Exemption from landing fees

(e) Importation permits for equipment

(f) Permits for operation of planes and vehicles free of charges for rental, licenses or taxes

(g) Mail and printed matter franking privileges

(h) Legal services

(i) Radio frequencies

(j) Quarantine, patrols, and other enforcement duties as required

(k) Duty-free entry for personal effects and household goods for United States personnel assigned to the program. The same regulations which the Government of Mexico applies to the importation of vehicles for diplomatic personnel accredited to the Embassy of the United States of America will apply to the United States personnel assigned to the Commission

(l) Salary, per diem, expenses of director

(m) Salary and benefits for personnel employed by the Mexican Government

(n) Computer service

(o) Arrangements for sites for field headquarters and dispersal center. Rent for the sites, in this case, shall be covered by the Commission

(p) Administrative support costs which are not directly connected with the Commission.

10. The Government of the Republic of Mexico will furnish legal defense in the event of litigation against the Commission and be responsible for payment of damages caused to a third party by a Commission employee while performing his duties within the terms of this Agreement. When in the opinion of the Commission an act committed by an employee of this organization is the result of serious negligence or of a deliberate action by a Commission employee, which results in a lawsuit, the Government of Mexico and the Commission will be relieved of all responsibility

11. The salaries, benefits, per diem, and other expenditures of the director and co-director will be paid by their respective Governments. The Government which employs the nonjoint Commission personnel will pay their salaries and other benefits, their per diem will be paid by the Commission.

Salaries, benefits, and per diem of the personnel hired by the Commission will be paid by the Commission.

12. All payments shall be made jointly by a Mexican and a United States representative who must be bonded. Such personnel will be designated by and all payments verified by the director and co-director.

13. For the employees paid from joint funds, the United States Government will pay 80 percent of the established wage for the first 48 hours of work performed each week.

The Mexican Government will assume responsibility for all other Mexican labor obligations called for under Mexican labor laws and regulations and will carry out any labor negotiations that are deemed necessary

14. The Commission, because of its international character, shall develop and adopt the internal systems and regulations that it considers suitable for the proper performance of its functions in accordance with the problems and circumstances under which it operates.

15. The communications or requests to the civil or military Mexican authorities will be requested by the representatives of the Mexican Government on the Commission, based on internal memoranda of the Commission, properly signed by the director and co-director or their representatives.

16. The director and co-director shall have full authority to request to their respective Governments the recall of any employee of the program.

17 The Government of Mexico will facilitate immigration requirements for the entry into and the exit from the country of the United States personnel participating in the program.

18. Officials and employees of the United States Department of Agriculture participating in the program shall enjoy the exemptions provided in Articles III(2) and IV(2) of the 1942 Consular Convention between Mexico and the United States. [1]
19. Communications, regulations, and instructions pertaining to operations under this Agreement shall be issued by the director and co-director or their designated representatives.
20. The United States equipment shall be shipped directly to the Commission which will make all the necessary arrangements for shipping from the border to its final destination.
21. The acquisition of the equipment and supplies which are required for the program should meet the criteria established by the Commission and be Mexican-made, if they can be bought under similar economic conditions and in an equal or shorter amount of time than similar imported goods.
22. At the end of the program, the Commission will maintain an effective screwworm-sterile-fly barrier zone to prevent screwworm infestation.
23. This Agreement shall remain in force until 90 days after either Government shall have given a written notice to the other of its intent to terminate the Agreement. In the event of termination of this Agreement, any funds remaining unobligated will be returned to the respective Governments in the same percentages as they were contributed. Equipment will be returned to the country furnishing it. Proceeds from the sale of jointly purchased equipment will be returned to each Government in accordance with the proportion contributed.
24. This Agreement shall enter into force on the date on which notes are exchanged between the two Governments confirming its provisions.

DONE at Mexico City in duplicate, in the Spanish and English languages.

August 28, 1972

EARL L. BUTZ

Earl L. Butz,
Secretary of Agriculture of the United States

August 28, 1972

M B AGUIRRE

Manuel Bernardo Aguirre,
Secretary of Agriculture and Livestock of Mexico

[1] TS 985; 57 Stat. 805.

ACUERDO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LOS ESTADOS UNIDOS MEXICANOS PARA LA ERRADICACION DEL GUSANO BARRENADOR DEL GANADO

El propósito de este Acuerdo es establecer un programa conjunto en la República Mexicana con el fin de erradicar al gusano barrenador del ganado (Cochliomyia Hominivorax, Coquerel) en la región de México que está al Norte y al Oeste del punto más estrecho del Istmo de Tehuantepec, y establecer ahí una barrera con moscas estériles del gusano barrenador, cuyo propósito será la protección de las regiones de México que hayan quedado libres de infestación de esa plaga. La Secretaría de Agricultura y Ganadería de México por conducto de la Subsecretaría de Ganadería, y el Departamento de Agricultura de los Estados Unidos de América por conducto del Servicio de Inspección y Sanidad de Animales y Plantas, participarán en este Acuerdo de conformidad con las leyes respectivas.

La Ley del 28 de febrero de 1947, misma que ha sido reformada (21 U.S.C. 114b, 85 Stat. 418) autoriza al Departamento de Agricultura de los Estados Unidos de América a cooperar con México para erradicar al gusano barrenador del ganado en este país. Con fundamento en dicha Ley, misma que ha sido reformada, el Servicio de Inspección de Sanidad de Animales y Plantas llevará a cabo trabajos cooperativos con la Subsecretaría de Ganadería de México.

El Gobierno de México, sujeto al Presupuesto de Egresos del Sector Público Federal, proporcionará anualmente fondos a la Secretaría de Agricultura y Ganadería para que pueda cumplir la parte que le corresponde de este Acuerdo.

El Gobierno de los Estados Unidos de América, sujeto a la disponibilidad de sumas asignadas por el Congreso de los Estados Unidos, y de contribuciones particulares, proporcionará anualmente fondos a su Servicio de Inspección y Sanidad de Animales y Plantas para que el Departamento de Agricultura de los Estados Unidos cumpla con la parte que le corresponde del Acuerdo.

Con el fin de realizar el programa antes mencionado, los Gobiernos de los Estados Unidos de América y de México acuerdan lo siguiente.

1. Elaborará conjuntamente un programa de inversiones para la erradicación del gusano barrenador del ganado que costará aproximadamente 40.000.000 de dólares americanos. La duración del programa será determinada por la Comisión a que se alude en el párrafo siguiente.
2. Establecer en la Ciudad de México, a la mayor brevedad posible, una Comisión Conjunta Estados Unidos-México para la erradicación del gusano barrenador del ganado. La Comisión será responsable de la dirección del programa que se llevara a cabo bajo este Acuerdo.
3. La Comisión estará integrada por cuatro miembros designados por el Secretario de Agricultura y Ganadería de México, y por cuatro

miembros designados por el Secretario de Agricultura de Estados Unidos de América, un director Mexicano y un co-director Estadounidense.

4. El director y el co-director serán mancomunada y directamente responsables de la administración del programa. El director será un médico veterinario titulado, de nacionalidad mexicana, designado por el Secretario de Agricultura y Ganadería de México.

El co-director será médico veterinario autorizado, de nacionalidad norteamericana, designado por el Secretario de Agricultura do los Estados Unidos de América.

En el caso de que el director o el co-director no puedan llegar a un acuerdo con respecto a la interpretación o aplicación del presente instrumento internacional, el asunto será referido a la Comisión. Si la Comisión no puede llegar a un acuerdo, el problema se resolverá a través de consultas entre los Secretarios de Agricultura de México y de los Estados Unidos de América.

Plan de Operaciones

5. Este Acuerdo tiene como propósito la erradicación del gusano barrenador del ganado en México, al Oeste del meridiano 93° en el Istmo de Tehuantepec, y la formación de una barrera con moscas estériles en ese punto.

6. Ambos Gobiernos proporcionarán los servicios del personal necesario para llevar a cabo este programa. La selección de personal profesional y técnico estará sujeta a la aprobación del director y del co-director, en forma conjunta.

7 Entre las actividades de la Comisión estarán los siguientes.

(a) Elaboración de planes para la erradicación del gusano barrenador del ganado,

(b) Producción, radiación y dispersión de moscas estériles del gusano barrenador del ganado,

(c) Entrenamiento de personal en la técnica de la erradicación del gusano barrenador del ganado,

(d) Elaboración y distribución de material informativo a los ganaderos,

(e) Colección de muestras de larvas para su identificación en el laboratorio,

(f) Investigación de reportes de miasis,

(g) Acondicionamiento y equipamiento de barcos para la producción de moscas estériles del gusano barrenador del ganado,

(h) Realización de otras actividades apropiadas relacionadas con la erradicación y la prevención del gusano barrenador del ganado en la República Mexicana.

8. El Gobierno de los Estados Unidos de América contribuirá con 80 por ciento y el Gobierno de México contribuirá con 20 por ciento de los fondos necesarios para llevar a cabo las actividades de la Comisión, conforme están identificadas en el punto 7

9. El financiamiento mancomunado de los gastos mencionados en el punto 8 no incluye las aportaciones adicionales que también están consideradas en el programa y que a continuación se señalan:

Los Estados Unidos de América están de acuerdo en contribuir cuando sea requerido por el programa con.

(a) Barcos

(b) Aviones

(c) Equipo y repuestos excedentes, propiedad del Gobierno de los Estados Unidos

(d) Gastos de viaje y viáticos del co-director

(e) Salarios y bonificaciones para el personal norteamericano

(f) Gastos administrativos de apoyo que no están conectados directamente con la Comisión.

México está de acuerdo en contribuir cuando sea requerido por el programa con

(a) Exención fiscal (entrada libre de derechos de efectos y equipo para el programa proporcionados por el Gobierno de los Estados Unidos)

(b) Espacio para la colocación de barcos, libre de cargos por concepto de rentas, licencias, impuestos

(c) Terrenos auxiliares necesarios para proporcionar facilidades para la producción de moscas estériles del gusano barrenador del ganado, libre de cargos por concepto de rentas, licencias, impuestos

(d) Exención del pago de tarifas de aterrizaje

(e) Permisos para la importación del equipo

(f) Permisos para el uso de aviones y vehículos, libres del pago de rentas, licencias, impuestos

(g) Franquicia de correspondencia y material impreso

(h) Servicios legales

(i) Frecuencias de radio

(j) Cuarentenas, patrullas y otras actividades de vigilancia que se requieran

(k) Entradas con franquicia para los efectos personales y menaje del personal estadounidense asignado al programa. Las mismas disposiciones que aplica el Gobierno de México a la importación de vehículos para el personal diplomático acreditado en la Embajada de Estados Unidos de América, serán aplicadas al personal estadounidense asignado a la Comisión

(l) Salario, viáticos y gastos del director

(m) Salarios y prestaciones para los empleados contratados por el Gobierno mexicano

(n) Servicio de computación

(o) Acondicionamiento de centros de operación en el campo y centro de dispersión. La renta de los locales, en este caso, será cubierta por la Comisión

(p) Gastos administrativos de apoyo que no estén directamente conectados con la Comisión.

10. El Gobierno de los Estados Unidos Mexicanos proporcionará defensa legal en casos di litigio contra la Comisión y se hará responsable del pago de los daños que se causen a terceros por algún empleado de la Comisión en el cumplimiento de las tareas que le sean confiadas en los términos de este Acuerdo. Cuando en opinión de la Comisión algún acto cometido por un empleado de este organismo, sea resultado de negligencia grave o de una acción deliberada que tenga como resultado un litigio, el Gobierno de México y la Comisión quedarán liberados de toda responsabilidad.

11. Los salarios, prestaciones, viáticos y demás gastos del director y el co-director serán pagados por sus respectivos Gobiernos. El Gobierno que contrate al personal participante que no sea de la Comisión, pagará sus salarios y otras bonificaciones, sus viático serán pagados por la Comisión.

Los sueldos, pretaciones y viáticos del personal contratado por la Comisión serán pagados por ésta.

12. Todos los pagos serán hechos mancomunadamente por un representante Mexicano y otro de los Estados Unidos de América, quienes deberán contar con la correspondiente fianza. Dicho personal lo designará el director y el co-director y todo pago será verificado por éstos.

13. Para los empleados pagados del fondo mancomunado, el Gobierno de los Estados Unidos cubrirá el 80 por ciento del salario establecido para las primeras 48 horas del trabajo ejecutado cada semana.

El Gobierno Mexicano asumirá la responsabilidad de todas las demás obligaciones laborales requeridas bajo la Ley Laboral y los Reglamentos Mexicanos y efectuará cualesquier negociaciones laborales que se estimen sean necesarias.

14. La Comisión, debido a su carácter internacional, desarrollará y adoptará los sistemas internos y los reglamentos que considere apropiados para el mejor desempeño de sus funciones de acuerdo con los problemas y las circunstancias bajo las cuales opere.

15. Las comunicaciones o peticiones a las autoridades civiles o militares de México serán hechas por los representantes del Gobierno mexicano en la Comisión, basándose en memoranda internos de la Comisión, debidamente firmados por el director y el co-director o sus representantes.

16. El director y el co-director tendrán plena autoridad para pedir a sus respectivos Gobiernos el retiro de cualquier empleado del programa.

17 El Gobierno de México facilitarà los trámites migratorios para la entrada y salida del país del personal de los Estados Unidos que preste sus servicios en el programa.

18. Los funcionarios y empleados del Departamento de Agricultura de los Estados Unidos de América que presten sus servicios en el programa

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gozarán de las franquicias estipuladas en los Artículos III(2) y IV(2) de la Convención Consular de 1942 entre México y los Estados Unidos.
19. Las comunicaciones, reglamentos o instrucciones sobre las operaciones que se lleven a cabo bajo este Acuerdo, se emitirán por el director y el co-director o sus representantes autorizados.
20. El equipo norteamericano será enviado directamente a la Comisión la que se encargará de hacer todos los arreglos necesarios para su traslado desde la frontera hasta el punto de su destino.
21. La adquisición del equipo y los materiales que se requieren para el programa se harán conforme al criterio establecido por la Comisión siendo de fabricación mexicana, si los mismos pueden ser comprados en similares condiciones económicas y en un lapso igual o más corto que productos similares importados.
22. Al término del programa, la Comisión mantendrá una barrera eficaz de moscas estériles del gusano barrenador del ganado para prevenir la infestación del mismo.
23. Este Acuerdo tendrá vigencia hasta 90 días después de que uno de los Gobierno haya dado notificación por escrito al otro de su intencion de terminar el Acuerdo. En caso de la terminación de este Acuerdo, los fondos sobrantes serán regresados al Gobierno respectivo en los mismos porcentajes en que fueron aportados. El equipo será regresado al país que lo proporcionó. El producto de la venta del equipo comprado mancomunadamente será devuelto a cada Gobierno de acuerdo con la proporción en que contribuyó.
24. Este Acuerdo entrará en vigor en la fecha en que se intercambien Notas entre ambos Gobiernos mediante las cuales se confirman sus disposiciones.
HECHO en la Ciudad de México, en duplicado, en los idiomas inglés y español

TLATELOLCO, D F., *28 de agosto de 1972.*

EARL L. BUTZ

Earl L. Butz
Secretario de Agricultura de los Estados Unidos de América

M B AGUIRRE

Manuel Bernardo Aguirre
Secretario de Agricultura y Ganadería de México

BRAZIL

Atomic Energy: Cooperation for Civil Uses

Agreement signed at Washington July 17, 1972;
Entered into force September 20, 1972.

AGREEMENT FOR COOPERATION BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL
CONCERNING CIVIL USES OF ATOMIC ENERGY

Whereas the Government of the United States of America and the Government of the Federative Republic of Brazil signed an "Agreement for Cooperation Between the Government of the United States of America and the Government of the United States of Brazil Concerning Civil Uses of Atomic Energy" on July 8, 1965; [1] and

Whereas the Government of the United States of America and the Government of the Federative Republic of Brazil desire to pursue a research and development program looking toward the realization of peaceful and humanitarian uses of atomic energy, including the design, construction, and operation of power-producing reactors and research reactors, and the exchange of information relating to the development of other peaceful uses of atomic energy; and

Whereas the Government of the United States of America and the Government of the Federative Republic of Brazil are desirous of entering into this Agreement to cooperate with each other to attain the above objectives; and

Whereas the Parties desire this Agreement to supersede the "Agreement for Cooperation Between the Government of the United States of America and the Government of the United States of Brazil Concerning Civil Uses of Atomic Energy" signed on July 8, 1965;

The Parties agree as follows:

[1] TIAS 6126, 17 UST 1659.

ARTICLE I

For the purposes of this Agreement:

(1) "Parties" means the Government of the United States of America, including the Commission on behalf of the Government of the United States of America, and the Government of the Federative Republic of Brazil. "Party" means one of the above Parties.

(2) "Commission" means the United States Atomic Energy Commission.

(3) "Atomic weapon" means any device utilizing atomic energy, exclusive of the means for transporting or propelling the device (where such means is a separable and divisible part of the device), the principal purpose of which is for use as, or for development of, a weapon, a weapon prototype, or a weapon test device.

(4) "Byproduct material" means any radioactive material (except special nuclear material) yielded in or made radioactive by exposure to the radiation incident to the process of producing or utilizing special nuclear material.

(5) "Equipment and devices" and "equipment or devices" mean any instrument, apparatus, or facility, and include any facility, except an atomic weapon, capable of making use of or producing special nuclear material, and component parts thereof

(6) "Person" means any individual, corporation, partnership, firm, association, trust, estate, public or private institution, group, government agency, or government corporation but does not include the Parties to this Agreement.

(7) "Reactor" means an apparatus, other than an atomic weapon, in which a self-supporting fission chain reaction is maintained by utilizing uranium, plutonium, or thorium, or any combination of uranium, plutonium, or thorium.

(8) "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons, (2) the production of special nuclear material, or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the category of Restricted Data by the appropriate authority.

(9) "Safeguards" means a system of controls designed to assure that any materials, equipment and devices committed to the peaceful uses of atomic energy are not used to further any military purpose.

(10) "Source material" means (1) uranium, thorium, or any other material which is determined by the Commission or the Government of the Federative Republic of Brazil to be source material, or (2) ores containing one or more of the foregoing materials, in such concentration as the Commission or the Government of the Federative Republic of Brazil may determine from time to time.

(11) "Special nuclear material" means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which the Commission or the Government of the Federative Republic of Brazil determines to be special nuclear material or (2) any material artificially enriched by any of the foregoing.

(12) "Superseded Agreement" means the "Agreement for Cooperation between the Government of the United States of America and the Government of the United States of Brazil Concerning Civil Uses of Atomic Energy" signed by the Parties on July 8, 1965.

ARTICLE II

A. Subject to the provisions of this Agreement, the availability of personnel and material, and the applicable laws, regulations, and license requirements in force in their respective countries, the Parties shall cooperate with each other in the achievement of the uses of atomic energy for peaceful purposes.

B. Restricted Data shall not be communicated under this Agreement, and no materials or equipment and devices shall be transferred, and no services shall be furnished, under this Agreement, if the transfer of any such materials or equipment and devices or the furnishing of any such services involves the communication of Restricted Data.

C. This Agreement shall not require the exchange of any information which the Parties are not permitted to communicate.

ARTICLE III

Subject to the provisions of Article II, the Parties may exchange unclassified information with respect to the application of atomic energy to peaceful uses and the considerations of health and safety connected therewith. The exchange of information provided for in this Article will be accomplished through various

means, including reports, conferences, and visits to facilities, and may include information in the following fields:

(1) Development, design, construction, operation, and use of research, materials testing, experimental, demonstration power, and power reactors and reactor experiments;

(2) The use of radioactive isotopes and source material, special nuclear material, and byproduct material in physical and biological research, medicine, agriculture, and industry; and

(3) Health and safety considerations related to the foregoing.

ARTICLE IV

A. Materials of interest in connection with the subjects of agreed exchange of information, as provided in Article III and subject to the provisions of Article II, including source material, heavy water, byproduct material, other radioisotopes, stable isotopes, and special nuclear material for purposes other than fueling reactors and reactor experiments, may be transferred between the Parties for defined applications in such quantities and under such terms and conditions as may be agreed when such materials are not commercially available.

B. Subject to the provisions of Article II and under such terms and conditions as may be agreed, specialized research facilities and reactor materials testing facilities of the Parties may be made available for mutual use consistent with the limits of space, facilities, and personnel conveniently available when such facilities are not commercially available.

C. With respect to the subjects of agreed exchange of information as provided in Article III and subject to the provisions of Article II, equipment and devices may be transferred from one Party to the other under such terms and conditions as may be agreed. It is recognized that such transfers will be subject to limitations which may arise from shortages of supplies or other circumstances existing at the time.

ARTICLE V

The application or use of any information (including design drawings and specifications), and any material, equipment and devices, exchanged or transferred between the Parties under this Agreement or the superseded Agreement shall be the responsibility of the Party receiving it, and the other Party does not warrant the accuracy or completeness of such information and does not warrant the suitability of such information, material, equipment and devices for any particular use or application.

ARTICLE VI

A. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of equipment and devices and materials other than special nuclear material and for the performance of services with respect thereto.

B. With respect to the application of atomic energy to peaceful uses, it is understood that arrangements may be made between either Party or authorized persons under its jurisdiction and authorized persons under the jurisdiction of the other Party for the transfer of special nuclear material and for the performance of services with respect thereto for the uses specified in Articles IV and VII and subject to the relevant provisions of Article VIII and to the provisions of Article IX.

C. The Parties agree that the activities referred to in paragraphs A and B of this Article shall be subject to the limitations in Article II and to the policies of the Parties with regard to transactions involving the authorized persons referred to in paragraphs A and B of this Article.

ARTICLE VII

A. During the period of this Agreement, and as set forth below, the Commission will supply to the Government of the Federative Republic of Brazil or, pursuant to Article VI, to authorized persons under its jurisdiction, under such terms and conditions as may be agreed, all of the requirements of the Federative Republic of Brazil for uranium enriched in the isotope U-235 for use as fuel in the power reactor program described in the Appendix to this Agreement, which Appendix, subject to the quantity limitation established in Article IX, may be amended from time to time by mutual consent of the Parties without modification of this Agreement.

(1) The Commission will supply such uranium enriched in the isotope U-235 by providing, to the same extent as for United States licensees, for the production or enrichment, or both, of uranium enriched in the isotope U-235 for the account of the Government of the Federative Republic of Brazil or such authorized persons. (Upon timely advice that any natural uranium required with respect to any particular delivery of enriched uranium under such service arrangements is not reasonably available to the Government of the Federative Republic of Brazil or any such authorized persons, the Commission will be prepared to furnish the required natural uranium on terms and conditions to be agreed.)

(2) Notwithstanding the provisions of paragraph A (1) of this Article, if the Government of the Federative Republic of Brazil or such authorized persons so request, the Commission, at its election, may sell the uranium enriched in the isotope U-235 under such terms and conditions as may be agreed.

B. As may be agreed, the Commission will transfer to the Government of the Federative Republic of Brazil or to authorized persons under its jurisdiction uranium enriched in the isotope U-235 for use as fuel in defined research applications, including research, materials testing, and experimental reactors and reactor experiments. The terms and conditions of each transfer shall be agreed upon in advance, it being understood that, in the event of transfer of title to uranium enriched in the isotope U-235, the Commission shall have the option of limiting the arrangements to undertakings such as those described in paragraph A (1) of this Article.

C. As may be agreed, the Commission will transfer to the Government of the Federative Republic of Brazil, or to authorized persons under the jurisdiction of the Government of the Federative Republic of Brazil, plutonium for use as fuel in reactors and reactor experiments. The terms and conditions of each transfer will be agreed upon in advance.

D. It is understood that the Commission may transfer to a person or persons under the jurisdiction of the Government of the United States of America such of its responsibilities under this Agreement with respect to the supply of special nuclear material, including the provision of enrichment services, as the Commission deems desirable.

ARTICLE VIII

A. With respect to transfers by the Commission of uranium enriched in the isotope U-235 provided for in Article VI, paragraph B and Article VII, it is understood that:

(1) Contracts specifying quantities, enrichments, delivery schedules, and other terms and conditions of supply or service will be executed on a timely basis between the Commission and the Government of the Federative Republic of Brazil or persons authorized by it, and

(2) Prices for uranium enriched in the isotope U-235 sold or charges for enrichment services performed will be those in effect for users in the United States of America at the time of delivery. The advance notice required for delivery will be that in effect for users in the United States of America at the time of giving such notice. The Commission may agree to supply uranium enriched in the isotope

U-235 or perform enrichment services upon shorter notice, subject to assessment of such surcharge to the usual base price or charge as the Commission may consider reasonable to cover abnormal costs incurred by the Commission by reason of such shorter notice.

B. Should the total quantity of uranium enriched in the isotope U-235 which the Commission has agreed to provide pursuant to this Agreement and other Agreements for Cooperation reach the maximum quantity of uranium enriched in the isotope U-235 which the Commission has available for such purposes, and should contracts covering the adjusted net quantity specified in Article IX not have been executed, the Commission may request, upon appropriate notice, that the Government of the Federative Republic of Brazil or persons authorized by it execute contracts for all or any part of such uranium enriched in the isotope U-235 as is not then under contract. It is understood that, should contracts not be executed in accordance with a request by the Commission hereunder, the Commission shall be relieved of all obligations with respect to the uranium enriched in the isotope U-235 for which contracts have been so requested.

C. The enriched uranium supplied hereunder may contain up to twenty percent (20%) in the isotope U-235. A portion of the uranium enriched in the isotope U-235 supplied hereunder may be made available as material containing more than twenty percent (20%) in the isotope U-235 when the Commission finds there is a technical or economic justification for such a transfer.

D. It is understood, unless otherwise agreed, that, in order to assure the availability of the entire quantity of uranium enriched in the isotope U-235 allocated hereunder for a

particular reactor project described in the Appendix, it will be necessary for the construction of the project to be initiated in accordance with the schedule set forth in the Appendix and for the Government of the Federative Republic of Brazil or persons authorized by it to execute a contract for that quantity in time to allow the Commission to provide the material for the first fuel loading It is also understood that, if the Government of the Federative Republic of Brazil or persons authorized by it desire to contract for less than the entire quantity of uranium enriched in the isotope U-235 allocated for a particular project or terminate the supply contract after execution, the remaining quantity allocated for that project shall cease to be available and the maximum adjusted net quantity of U-235 provided for in Article IX shall be reduced accordingly, unless otherwise agreed.

E. Within the limitations contained in Article IX, the quantity of uranium enriched in the isotope U-235 transferred under Article VI, paragraph B or Article VII and under the jurisdiction of the Government of the Federative Republic of Brazil for the fueling of reactors or reactor experiments shall not at any time be in excess of the quantity necessary for the loading of such reactors or reactor experiments, plus such additional quantity as, in the opinion of the Parties, is necessary for the efficient and continuous operation of such reactors or reactor experiments.

F When any special nuclear material received from the United States of America pursuant to this Agreement or the superseded Agreement requires reprocessing, or any irradiated fuel elements containing fuel material received from the United States of America pursuant to this Agreement or the superseded

Agreement are to be removed from a reactor and are to be altered in form or content, such reprocessing or alteration may be performed in Brazilian facilities upon a joint determination of the Parties that the provisions of Article XI may be effectively applied, or in other facilities as may be mutually agreed.

G. Special nuclear material produced as a result of irradiation processes in any part of the fuel that may be leased by the Commission under this Agreement or the superseded Agreement shall be for the account of the lessee and, after reprocessing as provided in paragraph F of this Article, title to such produced material shall be in the lessee unless the Commission and the lessee otherwise agree.

H. No special nuclear material produced through the use of material transferred to the Government of the Federative Republic of Brazil or to authorized persons under its jurisdiction, pursuant to this Agreement or the superseded Agreement, will be transferred to the jurisdiction of any other nation or group of nations, except as the Commission may agree to such a transfer

I. Some atomic energy materials which may be provided in accordance with this Agreement, or which have been provided to the Government of the Federative Republic of Brazil under the superseded Agreement, are harmful to persons and property unless handled and used carefully After delivery of such materials, the Government of the Federative Republic of Brazil shall bear all responsibility, insofar as the Government of the United States of America is concerned, for the safe handling and use of such materials. With respect to any special nuclear material or fuel elements which the Commission may, pursuant to this Agreement,

lease to the Government of the Federative Republic of Brazil or to any authorized person under its jurisdiction, or may have leased pursuant to the superseded Agreement to the Government of the Federative Republic of Brazil, the Government of the Federative Republic of Brazil shall indemnify and save harmless the Government of the United States of America against any and all liability (including third party liability) for any cause whatsoever arising out of the production or fabrication, the ownership, the lease and the possession and use of such special nuclear material or fuel elements after delivery by the Commission to the Government of the Federative Republic of Brazil or to any such authorized person under its jurisdiction.

ARTICLE IX

A. The adjusted net quantity of U-235 in enriched uranium transferred from the United States of America to the Federative Republic of Brazil under Articles IV, VI, and VII during the period of this Agreement for Cooperation, or under the superseded Agreement, shall not exceed in the aggregate 12,300 kilograms. The following method of computation shall be used in calculating transfers, within the ceiling quantity of 12,300 kilograms of U-235, made under the said Articles or the superseded Agreement.

From:

(1) The quantity of U-235 contained in enriched uranium transferred under the said Articles or the superseded Agreement, minus

(2) The quantity of U-235 contained in an equal quantity of uranium of normal isotopic assay,

Subtract:

(3) The aggregate of the quantities of U-235 contained in recoverable uranium of United States origin either returned to the United States of America or transferred to any other nation or group of nations with the approval of the Government of the United States of America pursuant to this Agreement or the superseded Agreement, minus

(4) The quantity of U-235 contained in an equal quantity of uranium of normal isotopic assay

B. The quantity of plutonium transferred from the United States of America to the Federative Republic of Brazil under Articles IV, VI and VII during the period of this Agreement for Cooperation, or under the superseded Agreement, shall not exceed a net amount of twenty (20) kilograms. The net amount of plutonium shall be the gross quantity transferred to the Government of the Federative Republic of Brazil, or to authorized persons under the jurisdiction of the Government of the Federative Republic of Brazil, less the quantity which has been returned to the United States of America or transferred to any other nation or group of nations with the agreement of the Government of the United States of America pursuant to this Agreement.

ARTICLE X

A. The Government of the Federative Republic of Brazil guarantees that:

(1) Safeguards provided in Article XI shall be maintained.

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(2) No material, including equipment and devices, transferred to the Government of the Federative Republic of Brazil or authorized persons under its jurisdiction by purchase or otherwise pursuant to this Agreement or to the superseded Agreement, and no special nuclear material produced through the use of such material, equipment or devices, will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose.

(3) No material, including equipment and devices, transferred to the Government of the Federative Republic of Brazil or to authorized persons under its jurisdiction pursuant to this Agreement or the superseded Agreement will be transferred to unauthorized persons or beyond the jurisdiction of the Government of the Federative Republic of Brazil except as the Commission may agree to such a transfer to the jurisdiction of another nation or group of nations, and then only if, in the opinion of the Commission, the transfer is within the scope of an Agreement for Cooperation between the Government of the United States of America and the other nation or group of nations.

B. The Government of the United States of America guarantees that:

(1) No material, including equipment and devices, transferred to the Government of the United States of America or authorized persons under its jurisdiction by purchase or otherwise pursuant to this Agreement or the superseded Agreement, and no special nuclear material produced through the use of such material, including equipment or devices, or an equivalent amount of material of the same type as such

transferred or produced material substituted therefor, will be used for atomic weapons, or for research on or development of atomic weapons, or for any other military purpose.

(2) No material, including equipment and devices, transferred to the Government of the United States of America or to authorized persons under its jurisdiction pursuant to this Agreement or the superseded Agreement will be transferred to unauthorized persons or beyond the jurisdiction of the Government of the United States of America except as the Government of the Federative Republic of Brazil may agree to such a transfer to the jurisdiction of another nation or group of nations, and then only if, in the opinion of the Government of the Federative Republic of Brazil, the transfer is within the scope of an Agreement for Cooperation between the Government of the Federative Republic of Brazil and the other nation or group of nations.

ARTICLE XI

A. The Government of the United States of America and the Government of the Federative Republic of Brazil emphasize their common interest in assuring that any material, equipment or devices made available to the Government of the Federative Republic of Brazil or any authorized person under its jurisdiction pursuant to this Agreement or the superseded Agreement shall be used solely for civil purposes.

B. Except to the extent that the safeguards rights provided for in this Agreement are suspended by virtue of the application of safeguards of the International Atomic Energy Agency, as provided in Article XII, the Government of the United States of America, notwithstanding any other provisions of this Agreement, shall have the following rights

(1) With the objective of assuring design and operation for civil purposes and permitting effective application of safeguards, to review the design of any

(a) reactor, and

(b) other equipment and devices the design of which the Commission determines to be relevant to the effective application of safeguards,

which are to be made available under this Agreement, or have been made available under the superseded Agreement, to the Government of the Federative Republic of Brazil or to any authorized person under its jurisdiction by the Government of the United States of America or any person under its jurisdiction, or which are to use, fabricate, or process any of the following materials so made available: source material, special nuclear material, moderator material, or other material designated by the Commission,

(2) With respect to any source material or special nuclear material made available to the Government of the Federative Republic of Brazil or to any authorized person under its jurisdiction under this Agreement or the superseded Agreement by the Government of the United States of America or any person under its jurisdiction and any source material

or special nuclear material utilized in, recovered from, or produced as a result of the use of any of the following materials, equipment or devices so made available:

(a) source material, special nuclear material, moderator material, or other material designated by the Commission,

(b) reactors, and

(c) any other equipment or devices designated by the Commission as an item to be made available on the condition that the provisions of this paragraph B (2) will apply,

(i) to require the maintenance and production of operating records and to request and receive reports for the purpose of assisting in ensuring accountability for such materials, and

(ii) to require that any such material in the custody of the Government of the Federative Republic of Brazil or any person under its jurisdiction be subject to all of the safeguards provided for in this Article and the guarantees set forth in Article X;

(3) To approve facilities which are to be used for the storage of any of the special nuclear material referred to in paragraph B (2) of this Article which is not required for atomic energy programs in the Federative Republic of Brazil and which is not transferred beyond the jurisdiction of the Government of the Federative Republic of Brazil or otherwise disposed of pursuant to an arrangement mutually acceptable to the Parties;

(4) To designate, after consultation with the Government of the Federative Republic of Brazil, personnel who, accompanied, if either Party so requests, by personnel designated by the Government of the Federative Republic of Brazil, shall have access in the Federative Republic of Brazil to all places and data necessary to account for the source material and special nuclear material which are subject to paragraph B (2) of this Article to determine whether there is compliance with this Agreement and to make such independent measurements as may be deemed necessary;

(5) In the event of non-compliance with the provisions of this Article or the guarantees set forth in Article X and the failure of the Government of the Federative Republic of Brazil to carry out the provisions of this Article within a reasonable time, to suspend or terminate this Agreement and to require the return of any materials, equipment and devices referred to in paragraph B (2) of this Article;

(6) To consult with the Government of the Federative Republic of Brazil in the matter of health and safety

C. The Government of the Federative Republic of Brazil undertakes to facilitate the application of safeguards provided for in this Article.

D. The Government of the United States of America shall direct persons designated by it under the provisions of paragraph B (4) of this Article not to reveal to persons other than those authorized within the Government of the United States of America to receive such information on grounds of their official obligations in connection with safeguards, any industrial secret

or confidential information which comes to their knowledge as a consequence of their official obligations established in the above-mentioned paragraph.

ARTICLE XII

A. The Government of the United States of America and the Government of the Federative Republic of Brazil note that, by an agreement signed by them and the International Atomic Energy Agency on March 10, 1967, [1] the Agency has been applying safeguards to materials, equipment and facilities transferred to the jurisdiction of the Government of the Federative Republic of Brazil under the superseded Agreement. The Parties, recognizing the desirability of continuing to make use of the facilities and services of the International Atomic Energy Agency, agree that the Agency safeguards shall continue to apply to materials, equipment and facilities transferred under the superseded Agreement or to be transferred under this Agreement.

B. It is contemplated that the continued application of Agency safeguards pursuant to this Article will be accomplished as provided in the above-mentioned trilateral agreement among the Parties and the Agency, as it may be amended from time to time or supplanted by a new trilateral agreement. It is understood that, without modification of this Agreement, the safeguards rights accorded to the Government of the United States of America by Article XI of this Agreement will be suspended during the time and to the extent that the Government of the United States of America agrees that the need to exercise such rights is satisfied by a safeguards agreement as contemplated in this paragraph.

[1] TIAS 6583, 19 UST 6322.

C. In the event the applicable safeguards agreement referred to in paragraph B of this Article should be terminated prior to the expiration of this Agreement and the Parties should fail to agree within three months upon a resumption of Agency safeguards, either Party may, by notification, terminate this Agreement. Before either Party takes steps to terminate this Agreement, the Parties will carefully consider the economic effects of such termination. Neither Party will invoke its termination rights until the other Party has been given sufficient advance notice to permit arrangements by the Government of the Federative Republic of Brazil, if it is the other Party, for an alternative source of power and to permit adjustment by the Government of the United States of America, if it is the other Party, of production schedules. In the event of such termination by either Party, the Government of the Federative Republic of Brazil shall, at the request of the Government of the United States of America, return to the Government of the United States of America all special nuclear material received pursuant to this Agreement or the superseded Agreement and still in its possession or in the possession of persons under its jurisdiction. The Government of the United States of America will compensate the Government of the Federative Republic of Brazil or the persons under its jurisdiction for their interest in such material so returned at the Commission's schedule of prices then in effect in the United States of America.

ARTICLE XIII

The rights and obligations of the Parties provided for under this Agreement shall extend, to the extent applicable, to cooperative activities initiated under the superseded Agreement, including, but not limited to, information, material, equipment and devices transferred thereunder

ARTICLE XIV

The "Agreement for Cooperation Between the Government of the United States of America and the Government of the United States of Brazil Concerning Civil Uses of Atomic Energy" signed on July 8, 1965, is superseded by this Agreement on the date this Agreement enters into force.

ARTICLE XV

This Agreement shall enter into force on the date on which each Government shall have received from the other Government written notification that it has complied with all statutory and constitutional requirements for entry into force of such Agreement [1] and shall remain in force for a period of thirty (30) years.

[1] Sept. 20, 1972.

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

DONE at Washington, in duplicate in the English and Portuguese languages, both equally authentic, this seventeenth day of July, 1972.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

[1]

[2]

FOR THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL.

[3]

[1] U. Alexis Johnson
[2] James R. Schlesinger
[3] João Augusto de Araujo Castro

APPENDIX

BRAZILIAN ENRICHED URANIUM POWER REACTOR PROGRAM

REACTOR	START OF CONSTRUCTION	CRITICALITY DATE	TOTAL KGS. U-235 REQUIRED
Angra I, 626 MWe, PWR	1972	1976	11,800

ACÔRDO DE COOPERAÇÃO ENTRE
O GOVÊRNO DOS ESTADOS UNIDOS DA AMÉRICA E
O GOVÊRNO DA REPÚBLICA FEDERATIVA DO BRASIL
REFERENTE AOS USOS CIVIS DA ENERGIA ATÔMICA

Considerando que o Govêrno dos Estados Unidos da América e o Govêrno da República Federativa do Brasil assinaram um "Acôrdo de Cooperação para Usos Civis da Energia Atômica entre o Govêrno dos Estados Unidos da América e o Govêrno dos Estados Unidos do Brasil" em 8 de julho de 1965; e

Considerando que o Govêrno dos Estados Unidos da América e o Govêrno da República Federativa do Brasil desejam dar prosseguimento ao programa de pesquisa e desenvolvimento visando à realização dos usos pacíficos e humanitários da energia atômica, incluindo os projetos, a construção e a operação dos reatores de potência e dos reatores de pesquisa, e a troca de informações relativas ao desenvolvimento de outras aplicações pacíficas da energia atômica, e

Considerando que o Govêrno dos Estados Unidos da América e o Govêrno da República Federativa do Brasil desejam concluir o presente Acôrdo a fim de cooperarem entre si para atingir os objetivos supracitados; e

Considerando que as Partes desejam substituir por êste Acôrdo o "Acôrdo de Cooperação para Usos Civis da Energia Atômica entre o Govêrno dos Estados Unidos da América e o Govêrno dos Estados Unidos do Brasil" assinado em 8 de julho de 1965;

As partes convieram no seguinte:

ARTIGO I

Para os fins dêste Acôrdo:

1) "Partes" é a denominação dada ao Govêrno dos Estados Unidos da América inclusive a Comissão representando o Govêrno dos Estados Unidos da América e ao Govêrno da República Federativa do Brasil. "Parte" significa uma das Partes supracitadas.

2) "Comissão" significa a "Comissão de Energia Atômica dos Estados Unidos da América".

3) "Arma atômica" significa qualquer artefato que utilize energia atômica, excluindo-se os meios de transportes ou propulsão do artefato (quando os referidos meios de transporte ou propulsão forem uma parte destacada e divisível do mesmo), cujo principal objetivo é ser utilizado como arma, protótipo de arma, ou artefato para testar armas, ou contribuir para o desenvolvimento de tal arma, artefato ou protótipo.

4) "Material subproduto" significa qualquer material radioativo (exceto o material nuclear especial) produzido durante o processo de radiação ou tornado radioativo pela exposição à radiação decorrente do processo de produção ou utilização do material nuclear especial.

5) "Equipamentos e artefatos" e "equipamentos ou artefatos" significa, com exceção de uma arma atômica, qualquer instrumento, aparelho ou instalação, ou partes componentes dêstes, capaz de utilizar ou produzir material nuclear especial.

6) "Pessoas" significa qualquer indivíduo, sociedade anônima, sociedade de responsabilidade limitada, emprêsa, associação, fundação, espólio, instituição pública ou privada, grupo, organismo governamental ou autárquico, não incluindo porém as Partes dêste Acôrdo.

7) "Reator" significa um aparelho, que não seja arma atômica, no qual uma reação em cadeia de fissão-auto-sustentada é mantida pela utilização de urânio, plutônio, ou tório, ou qualquer combinação de urânio, plutônio ou tório.

8) "Informações reservadas" significa todos os dados relativos a (1) projeto, manufatura, ou utilização de armas atômicas, (2) produção de material nuclear especial; ou (3) utilização do material nuclear especial na produção de energia excluindo-se informações tornadas ostensivas ou retiradas da categoria de informações reservadas pela autoridade competente.

9) "Salvaguardas" significa um sistema de contrôle destinado a assegurar que quaisquer materiais, equipamentos e artefatos reservados ao emprego em aplicações pacíficas de energia atômica não sejam utilizados para promover quaisquer fins militares.

10) "Material fértil" significa (1) urânio, tório ou qualquer outro material que seja classificado pela Comissão ou pelo Govêrno da República Federativa do Brasil como tal ou (2) minérios que contenham um ou mais dos materiais mencionados, na concentração que venha a ser determinada, de tempos em tempos, pela Comissão ou pelo Govêrno da República Federativa do Brasil.

11) "Material nuclear especial" significa (1) plutônio, urânio enriquecido no isótopo 233 ou no isótopo 235 e qualquer outro material que a Comissão ou o Govêrno da República Federativa do Brasil declararem considerar material nuclear especial, ou (2) qualquer material enriquecido artificialmente por qualquer dos antecedentes.

12) "Acôrdo Substituído" significa o "Acôrdo de Cooperação para Usos Civis da Energia Atômica entre o Govêrno dos Estados Unidos da América e o Govêrno dos Estados Unidos do Brasil" assinado pelas partes em 8 de julho de 1965.

ARTIGO II

A. Sujeitas às cláusulas do presente Acôrdo, à disponibilidade de pessoal, material, e a leis, regulamentos e requisitos de licenciamento aplicáveis e em vigor nos respectivos países, as Partes deverão cooperar entre si na realização das aplicações da energia atômica para fins pacíficos.

B. O presente Acôrdo não implica a comunicação de informações reservadas, nem a transferência de materiais ou equipamentos e artefatos, nem a prestação de serviços, se a transferência de quaisquer dêstes materiais ou equipamentos e artefatos ou se o fornecimento de quaisquer dêstes serviços envolver a comunicação de informações reservadas.

C. O presente Acôrdo não exigirá a troca de quaisquer informações que as Partes não estiverem autorizadas a comunicar

ARTIGO III

Sujeitas às cláusulas do Artigo II, as Partes poderão trocar informações não sigilosas relativas às aplicações de energia atômica para fins pacíficos e às considerações sobre saúde e segurança a elas relacionadas. A troca de informações estabelecida neste Artigo será realizada por vários meios, incluindo-se relatórios, conferências, e visitas a instalações, e poderá incluir informações nos seguintes campos:

1) Desenvolvimento, projeto, construção, operação e utilização de reatores de pesquisa, reatores de ensaios de material, reatores experimentais, reatores de demonstração e reatores de potência, bem como experiências com reatores;

2) A utilização de isótopos radioativos e materiais férteis, materiais nucleares especiais e materiais sub-produtos na pesquisa física e biológica, medicina, agricultura e indústria, e

3) Considerações sobre saúde e segurança relativas aos itens acima.

ARTIGO IV

A. Os materiais de interêsse relacionados com os assuntos sôbre os quais se convencionou trocar informações, conforme estabelecido no Artigo III e observado o disposto no Artigo II, inclusive material fértil, água pesada, material subproduto, outros radioisótopos, isótopos estáveis e material nuclear especial para outros fins que não sejam o carregamento de reatores e experiências com reatores, poderão ser transferidos entre as Partes para aplicações definidas, em quantidades tais e sob têrmos e em condições que venham a ser acordados, caso tais materiais não possam ser encontrados ou adquiridos no comércio.

B. Observadas as disposições do Artigo II e nos têrmos e condições que vierem a ser acordados, será facilitada a utilização mútua das instalações especializadas de pesquisa e de prova de materiais para reatores pertencentes a cada uma das Partes, levando-se em consideração as limitações e disponibilidade de espaço, das instalações e de pessoal, quando tais instalações não possam ser obtidas comercialmente.

C. Os equipamentos e os artefatos relacionados com os assuntos sôbre os quais se convencionou trocar informações, conforme estabelecido no Artigo III e observado o disposto no Artigo II, poderão ser transferidos entre as Partes em têrmos e condições que venham a ser acordados. Fica estabelecido que tais transferências ficarão sujeitas a limitações decorrentes de insuficiência de suprimento ou de outras circunstâncias que se verifiquem na ocasião.

ARTIGO V

A aplicação ou utilização de qualquer informação (incluindo desenhos de projetos e especificações) e de qualquer material, equipamento e artefato, intercambiado ou transferido entre as Partes de conformidade com o presente Acôrdo ou com o Acôrdo Substituído, será da responsabilidade da Parte receptora. A outra Parte não garantirá que tais informações sejam exatas ou completas e não garantirá que tais informações, materiais, equipamentos e artefatos sejam adequados a qualquer uso ou aplicação especial.

ARTIGO VI

A. Com relação às aplicações da energia atômica para fins pacíficos, fica entendido que poderão ser feitos ajustes entre uma Parte ou pessoas autorizadas sob sua jurisdição e pessoas autorizadas sob a jurisdição da outra Parte para a transferência de equipamentos e artefatos e materiais que não sejam os materiais nucleares especiais, e para a execução dos serviços que se relacionem à referida transferência.

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B. Com relação às aplicações da energia atômica para fins pacíficos, fica entendido que poderão ser feitos ajustes entre qualquer das Partes ou pessoas autorizadas sob sua jurisdição e pessoas autorizadas sob jurisdição da outra Parte, para a transferência de material nuclear especial e para a execução de serviços que se relacionem à referida transfêrencia, para os usos especificados nos Artigos IV e VII e sujeitos às disposições pertinentes do Artigo VIII e às disposições do Artigo IX.

C. As Partes concordam em que as atividades mencionadas nos parágrafos A e B do presente Artigo fiquem sujeitas às limitações do Artigo II e aos critérios políticos das Partes com relação a transações de que participem as pessoas autorizadas mencionadas nos parágrafos A e B dêste Artigo.

ARTIGO VII

A. Durante o período de vigência do presente Acôrdo, e conforme abaixo estabelecido, a Comissão fornecerá ao Govêrno da República Federativa do Brasil ou, de acôrdo com o Artigo VI, às pessoas autorizadas sob sua jurisdição, nos têrmos e condições que vierem a ser acordados, tôdas as necessidades da República Federativa do Brasil em urânio enriquecido no isótopo U-235, para utilização como combustível no programa de reatores de potência, descrito no Apêndice deste Acôrdo, Apêndice que, sujeito às limitações quantitativas estabelecidas no Artigo IX, poderá ser emendado, de tempos em tempos, mediante o consentimento mútuo das Partes sem modificação do presente Acôrdo.

1) A Comissão fornecerá o referido urânio enriquecido no isótopo U-235, para inventário em favor do Govêrno da República Federativa do Brasil, ou pessoas por êste autorizadas, e nas mesmas condições em que o faz para os licenciados dos Estados Unidos, providenciando, a produção ou enriquecimento, ou ambos do urânio enriquecido no isótopo U-235. (A Comissão estará pronta a fornecer o urânio natural necessário, nos têrmos e condições que vierem a ser acordados, desde que haja communicação oportuna de que qualquer urânio natural necessário a uma determinada entrega de urânio enriquecido, feita de acôrdo com tais ajustes de serviço, não possa ser conseguida com razoável facilidade pelo Govêrno da República Federativa do Brasil, ou pessoas por êste autorizadas)

2) Não obstante as disposições do parágrafo A (1) acima, se o Govêrno da República Federativa do Brasil, ou pessoas por êste autorizadas assim o solicitarem, a Comissão, a seu critério, poderá vender urânio enriquecido no isótopo U-235, nos têrmos e condições que vierem a ser acordados.

B. Conforme poderá ser acordado, a Comissão transferirá ao Govêrno da República Federativa do Brasil ou a pessoas autorizadas sob sua jurisdição, urânio enriquecido no isótopo U-235 para ser utilizado como combustível em aplicações de pesquisa determinadas, inclusive reatores de pesquisa, reatores de ensaio de material, reatores experimentais e experiências com reatores. Os têrmos e condições de cada transferência serão acordados com antecedência, ficando convencionado que, no caso de transferência do direito de propriedade do urânio enriquecido no isótopo U-235, a Comissão terá opção de limitar os ajustes a compromissos tais como descritos no parágrafo A (1) do presente Artigo.

C. Conforme poderá ser acordado, a Comissão transferirá ao Govêrno da República Federativa do Brasil, ou pessoas autorizadas sob sua jurisdição, o plutônio para ser utilizado como combustível em reatores e em experiências com reatores. Os têrmos e condições de cada transferência serão acordados com antecedência.

D. Fica entendido que a Comissão poderá transferir a uma pessoa ou a pessoas sob a jurisdição dos Estados Unidos da América, entre as responsabilidades estabelecidas no presente Acôrdo, relativas ao fornecimento de material nuclear especial, inclusive a prestação de serviços de enriquecimento, aquelas que a Comissão julgar desejável.

ARTIGO VIII

A. Com relação às transferências de urânio enriquecido no isótopo U-235 feitas pela Comissão, em virtude do Artigo VI, parágrafo B e do Artigo VII, fica entendido que:

1) os contratos que especifiquem quantidades, teor de enriquecimento, programas de entrega e outros têrmos e condições de fornecimento ou serviço serão firmados em épocas oportunas entre a Comissão e o Govêrno da República Federativa do Brasil ou pessoas por êste autorizadas, e

2) os preços de venda de urânio enriquecido no isótopo U-235 ou as remunerações correspondentes aos serviços de enriquecimento realizados, serão aquêles em vigor para os usuários dos Estados Unidos da América na ocasião da entrega. O prazo prévio de notificação necessário à entrega, será aquêle que estiver em vigor para os usuários dos Estados Unidos da América na ocasião da notificação.

A Comissão poderá concordar em fornecer urânio enriquecido no isótopo U-235 ou executar os serviços de enriquecimento, mediante notificação, com prazo mais curto, sujeito isso à determinação de uma sobretaxa sôbre o preço-base ou de uma taxa que a Comissão considere razoável para cobrir os custos extraordinários arcados pela Comissão em virtude da referida notificação com prazo mais curto.

B. Se a quantidade total de urânio enriquecido no isótopo U-235, que a Comissão tenha concordado em fornecer de conformidade com o presente Acôrdo e outros Acôrdos de Cooperação, atingir a quantidade máxima de urânio enriquecido no isótopo U-235 que a Comissão tiver em disponibilidade para tais fins, e se contratos que cubram a quantidade líquida ajustada entre as Partes, especificada no Artigo IX não tenham sido firmados, a Comissão poderá solicitar, mediante notificação com a devida antecedência, que o Govêrno da República Federativa do Brasil, ou as pessoas por êste autorizadas, firmem contratos para a totalidade ou qualquer parcela de tal urânio enriquecido no isótopo U-235 que ainda não esteja contratado. Fica entendido que, se os contratos não forem firmados de acôrdo com a forma solicitada pela Comissão nos têrmos dêste Artigo, a Comissão será liberada de qualquer obrigação com relação ao urânio enriquecido no isótopo U-235, a respeito do qual houver sido solicitada a assinatura dos referidos contratos.

C. O urânio enriquecido fornecido em virtude do presente Acôrdo poderá conter até 20% do isótopo U-235. Uma parte do urânio enriquecido no isótopo U-235 fornecido em virtude do presente Acôrdo poderá ser pôsto à disposição sob forma de

material que contenha mais de 20% do isótopo U-235, caso a Comissão julgue haver justificativa técnica ou econômica para tal fornecimento.

D. Salvo disposição em contrário, fica entendido que, a fim de assegurar a disponibilidade de tôda a quantidade de urânio enriquecido no isótopo U-235, abaixo alocado para um determinado projeto de reator, descrito no Apêndice, será necessário que a construção do projeto se inicie de acôrdo com a programação estabelecida no Apêndice e que o Govêrno da República Federativa do Brasil ou pessoas autorizadas por êle assinem um contrato para aquela quantidade, em tempo hábil a permitir que a Comissão forneça o material para a primeira carga de combustível. Fica também entendido que se o Govêrno da República Federativa do Brasil ou pessoas por êle autorizadas, desejarem estabelecer contrato para quantidade inferior ao total do urânio enriquecido no isótopo U-235 alocado para um determinado projeto ou denunciar o contrato de fornecimento após sua assinatura a quantidade restante alocada para aquêle projeto não mais será disponível e a máxima quantidade líquida proposta de U-235 estipulada no Artigo IX será reduzida na mesma proporção, a menos que haja disposição em contrário.

E. Dentro dos limites estabelecidos no Artigo IX, a quantidade do urânio enriquecido no isótopo U-235, transferido de conformidade com o Artigo VI, parágrafo B ou com o Artigo VII, e sob a jurisdição do Govêrno da República Federativa do Brasil para o carregamento de combustível dos reatores, ou das experiências com reatores, não excederá, em qualquer momento, a quantidade necessária para a carga de tais reatores ou das experiências com reatores, mais a quantidade adicional que, na

opinião das Partes, seja necessária para o funcionamento contínuo e eficiente de tais reatores ou das experiências com reatores.

F Caso qualquer material nuclear especial recebido dos Estados Unidos da América de conformidade com o presente Acôrdo, ou com o Acôrdo Substituído, necessitar de reprocessamento, ou quando quaisquer elementos combustíveis irradiados que contenham material combustível recebido dos Estados Unidos da América de conformidade com o presente Acôrdo ou com o Acôrdo Substituído, tiverem de ser removidos de um reator e tiverem de ser alterados na forma ou no conteúdo, tal reprocessamento ou alteração poderão ser efetuados em instalações brasileiras mediante determinação conjunta das Partes de que o disposto no Artigo XI possa ser efetivamente aplicado, ou em outras instalações conforme for mútuamente acordado.

G. O material nuclear especial produzido como resultado de processos de irradiação em qualquer parcela do combustível que poderá ser arrendado pela Comissão, de conformidade com o presente Acôrdo ou com o Acôrdo Substituído, ficará inventariado em favor do arrendatário e, após o reprocessamento, segundo o disposto no parágrafo F do presente Artigo, o direito de propriedade de tal material produzido ficará com o arrendatário, salvo se a Comissão e o arrendatário estipularem o contrário.

H. Nenhum material nuclear especial produzido mediante a utilização do material transferido para o Govêrno da República Federativa do Brasil ou para pessoa autorizada sob sua jurisdição, de conformidade com o presente Acôrdo ou o Acôrdo Substituído, será transferido para a jurisdição de qualquer outra nação ou grupo de nações, salvo se a Comissão concordar com tal transferência.

I. Alguns materiais nucleares, que poderão ser fornecidos de conformidade com o presente Acôrdo ou que tenham sido fornecidos ao Govêrno da República Federativa do Brasil nos têrmos do Acôrdo Substituído, são danosos a pessoas e objetos, se não forem manipulados e usados cuidadosamente. Após a entrega de tais materiais, o Govêrno da República Federativa do Brasil arcará com tôda a responsabilidade face ao Govêrno dos Estados Unidos da América, pela manipulação e utilização seguras de tais materiais. Com referência a qualquer material nuclear especial ou elementos combustíveis, que a Comissão, de conformidade com o presente Acôrdo, possa arrendar ao Govêrno da República Federativa do Brasil ou a qualquer pessoa autorizada sob sua jurisdição, ou que possa ter arrendado de conformidade com o Acôrdo Substituído, o Govêrno da República Federativa do Brasil isentará o Govêrno dos Estados Unidos da América de tôda e qualquer responsabilidade jurídica, (incluindo a responsabilidade para com terceiros), por qualquer causa proveniente da produção ou fabricação, da propriedade, do arrendamento, e da posse e uso de tal material nuclear especial ou dos elementos combustíveis, após a entrega pela Comissão ao Govêrno da República Federativa do Brasil ou a qualquer pessoa autorizada sob sua jurisdição, acima mencionada.

ARTIGO IX

A. A quantidade líquida computada de U-235 contida no urânio enriquecido transferido dos Estados Unidos da América para a República Federativa do Brasil, nos têrmos dos Artigos IV, VI e VII, durante o período de vigência do presente Acôrdo de Cooperação, ou nos têrmos do Acôrdo Substituído não excederá, ao

todo, 12.300 quilogramas. O seguinte método de computação será usado para calcular as transferências feitas nos têrmos dos referidos artigos, ou do Acôrdo Substituído, mantido o teto de 12.300 quilogramas de U-235:

Da:

1) quantidade de U-235 contida no urânio enriquecido transferido nos têrmos dos Artigos citados, ou do Acôrdo Substituído, menos

2) a quantidade de U-235 contida em igual quantidade de urânio de teor isotópico normal,

Subtrair:

3) o total das quantidades de U-235 contidas em urânio recuperável originário dos Estados Unidos da América que tenha sido restituído aos Estados Unidos da América ou transferido a qualquer outra nação ou grupo de nações com a anuência do Govêrno dos Estados Unidos da América nos têrmos dêste Acôrdo, ou do Acôrdo Substituído, menos

4) a quantidade de U-235 contida em igual quantidade de urânio de teor isotópico normal.

B. A quantidade de plutônio transferido dos Estados Unidos da América para a República Federativa do Brasil nos têrmos dos Artigos IV, VI e VII durante o período de vigência do presente Acôrdo de Cooperação, ou nos têrmos do Acôrdo Substituído não excederá uma quantidade líquida de 20 (vinte) quilogramas. A quantidade líquida de plutônio será a quantidade bruta transferida para a República Federativa do Brasil ou pessoas autorizadas sob a jurisdição do Govêrno da República Federativa do Brasil menos

a quantidade que haja sido restituída aos Estados Unidos da América, ou transferida a qualquer outra nação ou grupo de nações com a anuência do Govêrno dos Estados Unidos da América, nos têrmos dêste Acôrdo.

ARTIGO X

A. O Govêrno da República Federativa do Brasil garante o seguinte:

(1) Serão mantidas as salvaguardas estabelecidas no Artigo XI.

(2) Nenhum material, incluindo equipamentos e artefatos, transferido ao Govêrno da República Federativa do Brasil ou a pessoas autorizadas sob sua jurisdição, seja por compra, seja por outra modalidade nos têrmos dêste Acôrdo ou do Acôrdo Substituído, e nenhum material nuclear especial produzido mediante o uso de tal material, equipamentos ou artefatos, será usado para armas atômicas, ou para a pesquisa ou o desenvolvimento de armas atômicas, ou para qualquer outro fim militar

(3) Nenhum material, incluindo equipamentos e artefatos, transferido ao Govêrno da República Federativa do Brasil ou a pessoas autorizadas sob sua jurisdição, nos têrmos dêste Acôrdo ou do Acôrdo Substituído, será transferido para pessoas não autorizadas ou para fora da jurisdição do Govêrno da República Federativa do Brasil, salvo se a Comissão anuir em tal transferência para a jurisdição de outra nação ou grupo de nações, e nesse caso só se, na opinião da Comissão, a transferência se realizar no âmbito de um Acôrdo de Cooperação entre o Govêrno dos Estados Unidos da América e a outra nação ou grupo de nações.

B. O Govêrno dos Estados Unidos da América garante o seguinte:

(1) Nenhum material, incluindo equipamentos e artefatos, transferido ao Govêrno dos Estados Unidos da América ou a pessoas autorizadas sob sua jurisdição, seja por compra, seja por outra modalidade, nos têrmos dêste Acôrdo ou do Acôrdo Substituído, e nenhum material nuclear especial produzido mediante o uso de tal material, inclusive equipamentos ou artefatos, ou quantidade equivalente de material do mesmo tipo do que tiver sido transferido ou produzido, e que o substitua, será usado para armas atômicas, ou para pesquisa ou desenvolvimento de armas atômicas ou para qualquer outro fim militar

(2) Nenhum material, incluindo equipamentos e artefatos, transferido ao Govêrno dos Estados Unidos da América ou a pessoas autorizadas sob sua jurisdição, nos têrmos dêste Acôrdo ou do Acôrdo Substituído, será transferido para pessoas não autorizadas ou para fora da jurisdição do Govêrno dos Estados Unidos da América, salvo se a Govêrno da República Federativa do Brasil anuir em tal transferência para a jurisdição de outra nação ou grupo de nações, e nesse caso só se, na opinião do Govêrno da República Federativa do Brasil, a transferência se realizar no âmbito de um Acôrdo de Cooperação entre a República Federativa do Brasil e a outra nação ou grupo de nações.

ARTIGO XI

A. O Govêrno dos Estados Unidos da América e o Govêrno da República Federativa do Brasil acentuam seu interêsse comum em assegurar que qualquer material, equipamento ou artefato, colocado

à disposição do Govêrno da República Federativa do Brasil ou de qualquer pessoa autorizada sob sua jurisdição, nos têrmos dêste Acôrdo ou do Acôrdo Substituído, será utilizado ùnicamente para fins civis.

B. Salvo na medida em que os direitos de salvaguarda estipulados no presente Acôrdo forem suspensos em virtude da aplicação das salvaguardas da Agência Internacional de Energia Atômica, nos têrmos do Artigo XII, o Govêrno dos Estados Unidos da América, não obstante quaisquer outras disposições do presente Acôrdo, terá os seguintes direitos:

(1) Com o objetivo de assegurar que o projeto e a operação se destinam a fins civis e com o objetivo de permitir a aplicação efetiva das salvaguardas, examinar o projeto de qualquer

a) reator, e

b) outros equipamentos e artefatos, cujo projeto a Comissão decida ter relevância para a aplicação efetiva de salvaguardas, os quais devam ser colocados à disposição, nos têrmos do presente Acôrdo, ou que tenham sido colocados à disposição nos têrmos do Acôrdo Substituído, do Govêrno da República Federativa do Brasil ou de qualquer pessoa autorizada sob sua jurisdição, pelo Govêrno dos Estados Unidos da América ou por qualquer pessoa sob sua jurisdição, ou que devam usar, fabricar ou processar qualquer dos seguintes materiais do mesmo modo colocados à disposição: material fértil, material nuclear especial, material moderador, ou outro material designado pela Comissão;

(2) Em relação a qualquer material fértil ou material nuclear especial colocado à disposição do Govêrno da República Federativa do Brasil ou de qualquer pessoa autorizada sob sua jurisdição, pelo Govêrno dos Estados Unidos da América ou por qualquer pessoa sob sua jurisdição, nos têrmos dêste Acôrdo ou do Acôrdo Substituído, e em relação a qualquer material fértil ou material nuclear especial utilizado, recuperado ou produzido como resultado do uso de qualquer dos seguintes materiais, equipamentos ou artefatos do mesmo modo colocados à disposição:

a) material fértil, material nuclear especial, material moderador, outros materiais designados pela Comissão,

b) reatores, e

c) quaisquer outros equipamentos ou artefatos designados pela Comissão como devendo ter seu fornecimento condicionado à aplicação das disposições deste parágrafo B (2):

(i) exigir a manutenção e a apresentação de registro de operação e solicitar e receber relatórios com o objetivo de contribuir para assegurar que taís materiais sejam inventariados, e

(ii) exigir que quaisquer de tais materiais sob custódia do Govêrno da República Federativa do Brasil ou de qualquer pessoa sob sua jurisdição fiquem sujeitos a tôdas as salvaguardas estipuladas neste Artigo e às garantias previstas no Artigo X;

(3) Aprovar as instalações que devem ser usadas para o armazenamento de quaisquer dos materiais nucleares especiais mencionados no parágrafo B (2) dêste Artigo que não sejam necessários aos programas de energia atômica da República Federativa do Brasil e que não hajam sido transferidos para fora da jurisdição do Govêrno da República Federativa do Brasil ou que não tenham tido outro destino, nos têrmos de um ajuste mútuo aceitável para as Partes.

(4) Designar, após consulta com o Govêrno da República Federativa do Brasil, pessoal que, acompanhado, se qualquer das Partes assim o solicitar, por pessoal designado pelo Govêrno da República Federativa do Brasil, terá acesso na República Federativa do Brasil a todos os lugares e à todos os dados necessários ao inventário do material fértil e do material nuclear especial sujeitos ao parágrafo B (2) dêste Artigo, para determinar se o presente Acôrdo está sendo observado e para fazer as medições independentes que possam ser julgadas necessárias.

(5) No caso de não observância das disposições dêste Artigo ou das garantias previstas no Artigo X e no caso de o Govêrno da República Federativa do Brasil deixar de implementar as disposições dêste Artigo dentro de prazo razoável, suspender ou denunciar êste Acôrdo e exigir a devolução de quaisquer materiais, equipamentos e artefatos mencionados no parágrafo B (2) dêste Artigo.

(6) Consultar o Govêrno da República Federativa do Brasil sobre assuntos de saúde e segurança.

C. O Govêrno da República Federativa do Brasil compromete-se a facilitar a aplicação das salvaguardas estabelecidas neste Artigo.

D. O Govêrno dos Estados Unidos da América determinará às pessoas que designar, nos têrmos do disposto no parágrafo B (4) dêste Artigo, que não revelem a outras pessoas além daquelas integrantes do Govêrno dos Estados Unidos da América e autorizadas a receber tais informações, em razão de suas obrigações oficiais com respeito às salvaguardas, nenhum segredo industrial ou informação confidencial que chegue a seu conhecimento como conseqüência de suas obrigações oficiais estabelecidas no parágrafo acima mencionado.

ARTIGO XII

A. O Govêrno dos Estados Unidos da América e o Govêrno da República Federativa do Brasil, considerando que, por um Acôrdo assinado entre êles e a Agência Internacional de Energia Atômica a 10 de março de 1967, a Agência vem aplicando salvaguardas aos materiais, equipamentos e instalações transferidos para a jurisdição do Govêrno da República Federativa do Brasil no âmbito do Acôrdo Substituído e reconhecendo ser desejável continuar a fazer uso das instalações e serviços da Agência Internacional de Energia Atômica, concordam que as salvaguardas da Agência continuem a ser aplicadas aos materiais, equipamentos e instalações transferidos no âmbito do Acôrdo Substituído ou a serem transferidos no âmbito dêste Acôrdo.

B. Fica estabelecido que a aplicação contínua de salvaguardas da Agência, de conformidade com o presente Artigo, será efetuada

segundo o estabelecido no Acôrdo trilateral acima mencionado entre as Partes e a Agência, conforme possa ser emendado, de tempos em tempos, ou substituído por um novo Acôrdo trilateral. Fica entendido que, sem modificação do presente Acôrdo, os direitos de salvaguardas concedidos ao Govêrno dos Estados Unidos da América pelo Artigo XI dêste Acôrdo ficarão suspensos durante aquêle período e naquela mesma extensão, quando o Govêrno dos Estados Unidos da América concordar em que a necessidade de exercício de tais direitos estiver satisfeita por um acôrdo de salvaguardas conforme estabelecido neste parágrafo.

C. Caso o acôrdo de salvaguardas aplicável, referido no parágrafo B dêste Artigo for denunciado antes do têrmino do período de vigência do presente Acôrdo e caso as Partes não concordarem dentro de três meses com a retomada das salvaguardas da Agência, qualquer das Partes poderá, mediante notificação, denunciar o presente Acôrdo. Antes que qualquer das Partes tome medidas para denunciar o presente Acôrdo, as Partes examinarão cuidadosamente os efeitos econômicos de tal denúncia. Nenhuma das Partes invocará seus direitos de denúncia sem ter dado à outra Parte aviso prévio em tempo suficiente a permitir ao Govêrno da República Federativa do Brasil, se for êle a outra Parte, ajustes para uma fonte alternativa de energia, e ao Govêrno dos Estados Unidos da América, se for êle a outra Parte, ajustes em seus planos de produção. No caso de denúncia por qualquer das Partes, o Govêrno da República Federativa do Brasil deverá, mediante solicitação do Govêrno dos Estados Unidos da América, restituir a êste último Govêrno todo o material nuclear especial recebido nos têrmos dêste Acôrdo ou do Acôrdo Substituído e que

ainda se ache em sua posse ou em posse de pessoas sob sua jurisdição. O Govêrno dos Estados Unidos da América compensará o Govêrno da República Federativa do Brasil ou pessoas sob sua jurisdição por seus direitos sobre o material assim restituído segundo a tabela de preços da Comissão que estiver em vigor nos Estados Unidos da América naquela ocasião.

ARTIGO XIII

Os direitos e obrigações das Partes estabelecidos no presente Acôrdo estender-se-ão na medida do possível a atividades de cooperação iniciadas nos têrmos do Acôrdo Substituído incluindo, sem caráter limitativo, informações, materiais e equipamentos e artefatos transferidos nos têrmos do Acôrdo Substituído.

ARTIGO XIV

O "Acôrdo de Cooperação para Usos Civis de Energia Atômica entre o Govêrno dos Estados Unidos da América e o Govêrno dos Estados Unidos do Brasil", assinado em 8 de julho de 1965, será substituído pelo presente Acôrdo na data em que êste entrar em vigor.

ARTIGO XV

Êste Acôrdo entrará em vigor na data em que cada Govêrno tiver recebido do outro Govêrno notificação escrita de que foram cumpridos todos os requisitos legais e constitucionais para sua entrada em vigor e permanecerá em vigor por um prazo de 30 anos.

95-005 O 73 6

EM FÉ DO QUE, os abaixo-assinados devidamente autorizados, assinaram o presente Acôrdo.

FEITO em Washington, em duplicata, em inglês e em português, sendo ambos os textos igualmente autênticos, aos dezessete de julho de 1972.

PELO GOVÊRNO DOS ESTADOS UNIDOS DA AMÉRICA:

PELO GOVÊRNO DA REPÚBLICA FEDERATIVA DO BRASIL:

APÊNDICE

PROGRAMA BRASILEIRO DE REATORES DE POTÊNCIA A URÂNIO ENRIQUECIDO

REATOR	INÍCIO DE CONSTRUÇÃO	DATA DO PONTO CRÍTICO	TOTAL DE QUILOS DE U-235 NECESSÁRIOS
Angra I, 626 MWe, PWR	1972	1976	11.800

MULTILATERAL

Atomic Energy: Application of Safeguards by the IAEA to the United States–Brazil Cooperation Agreement

Agreement amending the agreement of March 10, 1967.
Signed at Vienna July 27, 1972;
Entered into force September 20, 1972.

AGREEMENT TO AMEND THE AGREEMENT BETWEEN THE INTERNATIONAL ATOMIC ENERGY AGENCY, THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE UNITED STATES OF BRAZIL FOR THE APPLICATION OF SAFEGUARDS

WHEREAS the Government of the United States of America and the Government of the Federative Republic of Brazil have been co-operating on the civil uses of atomic energy under their Agreement for Co-operation signed on 8 July 1965, [1] which requires that equipment, devices and materials made available to Brazil by the United States be used solely for peaceful purposes;

WHEREAS the Agreement for Co-operation signed on 8 July 1965 has been superseded by an Agreement for Co-operation signed on 17 July 1972, [2] which requires that equipment, devices and materials made available to Brazil by the United States under either Agreement be used solely for peaceful purposes;

WHEREAS the International Atomic Energy Agency has been applying safeguards in accordance with the provisions of the Agreement between the International Atomic Energy Agency, the Government of the United States of America and the Government of the United States of Brazil for the Application of Safeguards of 10 March 1967 [3] to equipment, materials and facilities required to be safeguarded under the Agreement for Co-operation of 8 July 1965 to ensure so far as it is able that they will not be used in such a way as to further any military purpose;

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[1] TIAS 6126; 17 UST 1659.
[2] TIAS 7439; *ante*, p. 2477.
[3] TIAS 6583; 19 UST 6322.

WHEREAS the Agency and the two Governments desire to amend the Agreement of 10 March 1967 to apply safeguards to materials, equipment and facilities required to be safeguarded by the Agreement for Co-operation of 17 July 1972;

Now, THEREFORE, the Agency and the two Governments agree as follows:

Section 1. The Agreement for the Application of Safeguards of 10 March 1967 is amended as follows:

A. The first WHEREAS clause is amended to read as follows:

"WHEREAS the Government of the United States of America and the Government of the Federative Republic of Brazil have agreed to continue co-operating on the civil uses of atomic energy under their Agreement for Co-operation of 17 July 1972, which requires that equipment, devices and materials made available to Brazil by the United States be used solely for peaceful purposes and establishes a system of safeguards to that end"

B. The fifth WHEREAS clause is amended to read as follows:

"WHEREAS the Board of Governors of the Agency approved that request on 29 February 1972"

C. Section 1(c) is amended to read as follows:

"(c) 'Agreement for Co-operation' means the agreement between Brazil and the United States for co-operation on the civil uses of atomic energy signed on 17 July 1972, as it may be amended"

D. Section 1(g) is amended to read as follows:

"(g) 'Safeguards Document' means Agency document INFCIRC/66/Rev. 2, which contains provisions approved by the Board on 28 September 1965, 17 June 1966, and 13 June 1968"

E. Section 1(i) is amended to read as follows:

"(i) 'Brazil' means the Government of the Federative Republic of Brazil"

F. Section 6 is amended by deleting "Article VI of" in the first sentence, and by deleting the second sentence and inserting the following language in lieu thereof:

"It is understood that no other rights and obligations of Brazil and the United States between themselves under the Agreement for Co-operation will be affected by this Agreement"

G. Section 20 is amended by deleting "Part III of" in the first sentence.

Section 2. The present Agreement shall be signed by or for the Director General of the Agency and by the authorized representatives of Brazil and the United States and shall enter into force on the date upon which the Agreement for Co-operation of 17 July 1972 enters into force. [1] The two Governments shall notify the Agency of the date of the entry into force of the Agreement for Co-operation of 17 July 1972 within one week after that date.

DONE in Vienna, this twenty-seventh day of July 1972, in triplicate in the English language.

FOR THE INTERNATIONAL ATOMIC ENERGY AGENCY:

A. FINKELSTEIN

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

DWIGHT J. PORTER

FOR THE GOVERNMENT OF THE FEDERATIVE REPUBLIC OF BRAZIL:

HELIO F. S. BITTENCOURT

[1] Sept. 20, 1972.

BAHAMAS

Weather Stations: Cooperative Meteorological Program

Agreement effected by exchange of notes
Signed at Nassau August 14 and 29, 1972;
Entered into force August 29, 1972.

The American Consul General to the Bahamian Prime Minister

CONSULATE GENERAL OF THE
UNITED STATES OF AMERICA,
August 14, 1972

No. 66

DEAR MR. PRIME MINISTER:

I have the honor to inform your Excellency that my Government has had under review the informal arrangements of long standing under which appropriate agencies of the Government of the United States of America have assisted in the maintenance of the network of meteorological observation stations on the Bahama out-islands. These arrangements were instituted originally by the Weather Bureau of the United States Department of Commerce and have been continued by its successors, firstly, the Environmental Science Services Administration and, currently; the National Oceanic and Atmospheric Administration, both of the Department of Commerce.

In the light of its review my Government has concluded that, if the Government of the Bahama Islands considers that continuation of a measure of United States technical support for this network would be helpful, it would be mutually advantageous for the two Governments to establish a cooperative meteorological program for this purpose.

Accordingly, I have the honor to propose an agreement in regard to this program in the following terms:

1. Purpose. The purpose of the program shall be the facilitation of the operation and maintenance of a specified network of meteorological observation stations in the Bahama Islands and the international dissemination of reports of the observations at these stations, through cooperation between the designated Coooperating Agencies of the two Governments.
2. Cooperating Agencies. The Cooperating Agencies shall be (1)

for the Government of the United States of America, the National Oceanic and Atmospheric Administration, Department of Commerce, hereinafter referred to as the United States Cooperating Agency, and (2) for the Government of the Bahama Islands, the Bahamas Meteorological Office, hereinafter referred to as the Bahamas Cooperating Agency.

3. Title to Property. (1) Unless otherwise agreed between the two Cooperating Agencies in specific cases or with respect to specific categories of equipment or personal property, title to any item of equipment or other item of personal property shall remain vested in the Cooperating Agency which supplied, or provided the funds for the supply of, the item and (2) title to all real property and any improvements thereto, furnished acquired, or constructed for the purpose of conducting the program covered by this agreement shall be vested in the Bahamas Cooperating Agency except when the Government of the Bahama Islands shall have determined that such title shall be vested, or remain vested, in another Bahama Islands Agency.
4. Expenditures. All expenditures incident to the obligations assumed by the United States Cooperating Agency shall be paid by the Government of the United States, and all expenditures incident to the obligations assumed by the Bahamas Cooperating Agency shall be paid by the Government of the Bahama Islands.
5. Air Transportation. The Government of the Bahama Islands authorizes the use of United States aircraft for inter-island air transportation of personnel, materials, equipment, supplies and goods in connection with the program and, upon request, shall take the necessary steps to facilitate the entry into and departure from the Bahama Islands of United States aircraft assigned for this purpose.
6. Landing Fees and other Similar Charges. No landing fees or similar airport charges shall be payable to the Government of the Bahama Islands in respect of operations by United States aircraft into or within the Bahama Islands in connection with the program.
7. Importation of Materials, Equipment, Supplies and Goods. The Government of the Bahama Islands shall take all necessary steps to facilitate the importation into the Bahama Islands of all materials, equipment, supplies and goods furnished by the United States Cooperating Agency for use in the program, including materials, equipment, supplies and goods landed on a Bahama out-island from a United States aircraft assigned to provide air transportation.
8. Import Licenses and other Similar Documentation. No import license or similar documentation or authorization shall be re-

quired for the importation into the Bahama Islands of any materials, equipment, supplies or goods furnished by the United States Cooperating Agency for use in the program, including materials, equipment, supplies and goods landed on a Bahama out-island from a United States aircraft assigned to provide air transportation.

9. Exemption from Duties, Taxes and Work Permit Requirements.

(a) All materials, equipment, supplies and goods furnished by the United States Cooperating Agency and imported into the Bahama Islands for exclusive use in the program, including materials, equipment, supplies and goods landed on a Bahama out-island from a United States aircraft assigned to provide air transportation, shall be admitted free of taxes, customs and import duties, and other similar charges.

(b) No license fees, taxes or other charges shall be payable in respect of the use in the Bahama Islands, in connection with the program, of any item imported under the provisions of paragraph 9(a) above.

(c) No person ordinarily resident in the United States of America shall be liable to pay in the Bahama Islands any tax in the nature of a license in respect of any service or work for the Government of the United States in connection with the program, or under any contract made with the Government of the United States in connection with that program.

(d) Any employee of the Government of the United States temporarily in the Bahama Islands in connection with the program shall be exempt from the payment in the Bahama Islands of any tax or other charges which may be otherwise imposed solely by virtue of his temporary presence in the Bahama Islands and from the requirement to possess or apply for a Bahamas Work Permit.

10. Liability. Each Cooperating Agency shall be responsible for claims for damage to property or injury to persons with respect only to activities under the program directly engaged in or performed by that Cooperating Agency or its employees. No liability shall attach to either Cooperating Agency based solely on title to the equipment, facilities or other property used in the program.

11. Appropriation of Funds. To the extent that the execution of any provisions of this agreement will depend on funds appropriated by the Congress of the United States of America, such execution shall be subject to the availability of such funds.

12. Memorandum of Arrangement. A Memorandum of Arrangement, specifying further details of the program to be operated under this agreement, shall be agreed by the two Cooperating Agencies and may be amended at any time by further agreement between them.

13. Term. This agreement shall enter into force as provided below and shall remain in force until terminated by mutual agreement or until sixty days after either Government has given notice in writing to the other Government of its intention to terminate the agreement.

If the foregoing meets with the approval of the Government of the Bahama Islands, I have the honor to propose that this Note and Your Excellency's reply to that effect shall together constitute an agreement between our two Governments on this matter, which shall enter into force on the date of Your Excellency's reply.

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

Sincerely yours,

MONCRIEFF J. SPEAR

The Honorable
LYNDEN O. PINDLING,
Prime Minister,
Commonwealth of the Bahama Islands,
Nassau, Bahamas.

The Bahamian Permanent Secretary, Ministry of External Affairs, to the American Consul General

MINISTRY OF EXTERNAL AFFAIRS
NASSAU BAHAMAS

CONSUL GENERAL,
Consulate General of the
United States of America,
Bay Street,
Nassau, Bahamas.

Our Reference
EXT/174/2
Date

29th AUGUST, 1972

DEAR CONSUL GENERAL,

The Bahamas Government has studied the proposed Agreement in the Consulate General's Note No. 66 of the 14th August, 1972, to formalise the continuance of assistance rendered by the United States Government in the maintenance of meteorological observation stations in the Family Islands of this Commonwealth. The proposal is designed to establish a cooperative meteorological programme that is

mutually advantageous for the two Governments, and the Bahamas Government considers the terms thereof entirely acceptable.

I have the honour therefore to advise the Consulate General of the United States that the Government of the Commonwealth of the Bahama Islands accepts the proposal that Note No. 66, under reference, and this reply thereto shall together constitute an Agreement between our two Governments which shall enter into force on the date hereof and shall remain in force until terminated by mutual agreement or until sixty days after either Government has given notice in writing to the other Government of its intention to terminate the Agreement.

I avail myself of the opportunity to assure you of my highest consideration.

Yours sincerely,

A B Barnett

Arthur B. Barnett,
Permanent Secretary.

ARGENTINA

Scientific and Technical Cooperation

Agreement signed at Buenos Aires April 7, 1972,
Entered into force August 11, 1972.

AGREEMENT FOR SCIENTIFIC AND TECHNICAL COOPERATION BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ARGENTINE REPUBLIC

The Governments of the United States of America and the Argentine Republic, on the basis of the friendly relations existing between the two countries, and in view of the common interest in the advancement of science and technological development so as to improve the quality of life for their peoples, have agreed to the following:

ARTICLE I

1. The Contracting Parties shall promote cooperation between their two States in science and technology

2. The establishment of particular programs or projects of mutual cooperation falling within the terms of this Agreement, and the details thereof, shall be the subject of specific arrangements concluded between the competent Ministries or Departments of the Contracting Parties, or between such public or private agencies as the Contracting Parties, their Ministries, or Departments may designate.

3. By mutual approval of the Contracting Parties, scientific and technological personnel, organizations, and institutions of third countries or international organizations may be invited to participate in particular programs, projects and activities pursuant to this Agreement.

ARTICLE II

The cooperation may, in particular, include the following:

A. Exchange of scientific and technological information,
B. Exchange and training of scientific and technical personnel,
C. Joint or coordinated implementation of particular programs or projects;
D Utilization of scientific and technical installations,
E. Establishment and operation of scientific and technical installations.

ARTICLE III

1. The expenses of sending scientific and technical personnel, equipment and material of one country to the other country for the purposes of this Agreement shall be borne by the sending Party except as may be otherwise provided in any specific arrangements concluded pursuant to Article I, paragraph 2.

2. Particular programs or projects which it may be decided to carry out within the framework of this Agreement shall be supported as agreed in the specific arrangements referred to in Article I, paragraph 2

3. The obligations of the Contracting Party under this Agreement and the specific arrangements referred to in Article I, paragraph 2, are subject to the availability of funds.

ARTICLE IV

Representatives of the Contracting Parties shall meet when necessary in order to discuss and further the implementation of this Agreement and any specific arrangements concluded pursuant to Article I, paragraph 2, and to exchange information on the progress of programs, projects, and activities of common interest. Groups of experts may be designated to discuss special questions.

ARTICLE V

The results of the scientific and technical cooperation under this Agreement shall, in principle, be available to the world's scientific and technological communities through customary channels in accordance with normal procedures.

ARTICLE VI

The specific arrangements concluded pursuant to Article I, paragraph 2, shall cover when applicable

A. Provisions for liability resulting from activities pursuant to this Agreement,
B. Provisions for the settlement of disputes.

ARTICLE VII

1 The Contracting Parties shall facilitate, within the limitations of their own national legislation, the entry into and exit from the national territory of scientific and technical personnel and members of their immediate families as well as equipment and materials to be utilized for the purposes of this Agreement.

2. The personal effects of scientific and technical personnel and members of their immediate families as well as equipment and material imported or exported under this Agreement or under specific arrangements pursuant to Article I, paragraph 2, shall be exempt from the payment of customs duties and other fees or surtaxes collected in connection with import or export transactions.

ARTICLE VIII

1. This Agreement shall enter into force on the date on which both Contracting Parties notify each other that their Governments have complied with the legal requirements in effect for its entry into force.[1]

2. This Agreement shall remain in force for five years, and may be extended for successive five-year periods, unless terminated by one of the Contracting Parties by notice in writing given twelve months before its expiration. This shall not affect the term of any specific arrangements concluded pursuant to Article I, paragraph 2, or Article IX, paragraph 1.

ARTICLE IX

1. Existing Agreements and arrangements between the Contracting Parties for cooperation in science and technology shall not be affected by this Agreement. However, their incorporation within the framework of this Agreement may be agreed upon through an exchange of notes between the Contracting Parties.

2. Nothing in this Agreement shall preclude the full cooperation of the Contracting Parties with scientific and technological activities of nationals of the other Party who might wish to operate outside the provisions of this Agreement.

DONE in the City of Buenos Aires, Capital of the Argentine Republic, on the seventh day of the month of April of the year 1972, in duplicate, in the English and Spanish languages, both texts being equally authentic.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

JOHN DAVIS LODGE

John Davis Lodge
Ambassador

[SEAL]

FOR THE GOVERNMENT OF THE ARGENTINE REPUBLIC

L M A DE PABLO PARDO

Luis Maria A. de Pablo Pardo
Minister of Foreign Relations and Worship

[SEAL]

[1] Aug. 11, 1972.

CONVENIO DE COOPERACION CIENTIFICA Y TECNICA ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA ARGENTINA

Los Gobiernos de los Estados Unidos de América y de la República Argentina, sobre la base de las relaciones amistosas que existen entre los dos países, y teniendo en cuenta el interés común en el progreso de la ciencia y del desarrollo tecnológico, a fin de mejorar las condiciones de vida de sus pueblos, han acordado lo siguiente.

Artículo I

1. Las Partes Contratantes promoverán la cooperación científica y tecnológica entre los dos Estados.

2. La realización de programas o proyectos especiales de cooperación mutua comprendidos dentro de los términos de este Convenio, y los detalles complementarios, serán objeto de acuerdos específicos concertados entre los Ministerios o Departamentos competentes de las Partes Contratantes, o entre las instituciones públicas o privadas que puedan designar las Partes Contratantes, sus Ministerios o Departamentos.

3. De común acuerdo de las Partes Contratantes, personal científico y técnico, organizaciones e instituciones de terceros países u organismos internacionales podrán ser invitados a participar en programas especiales, proyectos y actividades conforme a este Convenio.

Artículo II

La cooperación podrá incluir especialmente lo siguiente

A. Intercambio de información científica y tecnológica,

B. Intercambio y entrenamiento de personal científico y técnico,

C. Implementación conjunta o coordinada de programas o proyectos especiales,

D Utilizacion de instalaciones científicas y tecnológicas,

E. Creación y operacion de instalaciones científicas y técnicas.

Artículo III

1. Los gastos del envío de personal científico y técnico, equipos y material de un país al otro, a los fines del presente Convenio, serán sufragados por la Parte que envía siempre que no se haya establecido otro procedimiento en algún acuerdo específico concertado conforme al artículo I, párrafo 2.

2. El aporte a los programas o proyectos específicos que se decida ejecutar dentro del marco del presente Convenio, se efectuará en la forma que se determine en los acuerdos específicos a que se refiere el artículo I, párrafo 2.

3. Las obligaciones de las Partes Contratantes bajo el presente Convenio y los acuerdos específicos, a los que se refiere el artículo I, párrafo 2, quedan sujetas a la disponibilidad de los fondos.

ARTÍCULO IV

Representantes de las Partes Contratantes se reunirán cuando sea necesario a fin de analizar y promover la implementación del presente Convenio y los acuerdos concertados conforme al artículo I, párrafo 2, y para intercambiar información acerca de la marcha de los programas, proyectos y actividades de interés común. Se podrán designar grupos de expertos para el estudio de cuestiones especiales.

ARTÍCULO V

Los resultados de la cooperación científica y tecnológica bajo el presente Convenio, estarán, en principio, a disposición de la comunidad científica y tecnológica mundial a través de los canales acostumbrados, de acuerdo con los procedimientos normales.

ARTÍCULO VI

Los acuerdos específicos que se concierten conforme al artículo I, párrafo 2, cubrirán cuando corresponda.

A. Disposiciones por responsabilidad resultante de las actividades que se realicen en virtud de este Convenio.
B. Disposiciones para la solución de controversias.

ARTÍCULO VII

1. Las Partes Contratantes facilitarán, dentro de las limitaciones de sus propias legislaciones nacionales, la entrada y salida del territorio nacional de personal científico y técnico y miembros de su familia inmediata, como asimismo equipos y material para ser utilizado a los fines del presente Convenio.

2. Los efectos personales del personal científico y técnico y miembros de su familia inmediata, como asimismo equipos y material importado o exportado bajo este Convenio o bajo acuerdos específicos conforme al artículo I, párrafo 2, serán eximidos del pago de derechos aduaneros y otras tasas o gravámenes vinculados a transacciones de importación o exportación.

ARTÍCULO VIII

1. El presente Convenio entrará en vigor en la fecha que ambas Partes Contratantes se notifiquen recíprocamente que sus Gobiernos han cumplido con las normas legales vigentes para su entrada en vigor.

2. La vigencia del presente Convenio será de cinco años, prorrogándose por períodos sucesivos de cinco años, a no ser que una de las Partes Contratantes lo denuncie por escrito doce meses antes de su vencimiento. Esto no afectará el plazo de los acuerdos específicos que se concierten de conformidad al artículo I, párrafo 2, o al artículo IX, párrafo 1.

ARTÍCULO IX

1. Los convenios y acuerdos de cooperación en la ciencia y la tecnología actualmente existentes entre las Partes Contratantes no serán afectados por el presente Convenio. Sin embargo, su incorporación dentro del marco del presente Convenio podrá ser acordada mediante el intercambio de notas reversales entre las Partes Contratantes.

2. Nada del presente Convenio impedirá la plena cooperación de las Partes Contratantes en las actividades científicas y tecnológicas de nacionales de la otra Parte que puedan desear actuar fuera del marco del presente Convenio.

Hecho en la ciudad de Buenos Aires, Capital de la República Argentina, a los siete días del mes de abril de mil novecientos setenta y dos, en dos ejemplares originales, cada uno de ellos en idiomas inglés y español, siendo ambos textos igualmente válidos.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMÉRICA

JOHN DAVIS LODGE

John Davis Lodge
Embajador

POR EL GOBIERNO DE LA REPÚBLICA ARGENTINA

L M A DE PABLO PARDO

Luis María A. de Pablo Pardo
Ministro de Relaciones Exteriores y Culto

95-005 O - 73 - 7

BANGLADESH

Economic Assistance for Relief and Rehabilitation

Agreement signed at Dacca May 30, 1972;
Entered into force May 30, 1972.
And amending agreement
Signed at Dacca June 26, 1972;
Entered into force June 26, 1972.

GRANT AGREEMENT
BETWEEN THE
GOVERNMENT OF THE PEOPLE'S REPUBLIC
OF BANGLADESH
AND THE
UNITED STATES OF AMERICA
FOR
RELIEF AND REHABILITATION

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AGREEMENT, dated May 30, 1972 between the Government of the People's Republic of Bangladesh ("Government") and the UNITED STATES OF AMERICA, acting through the AGENCY FOR INTERNATIONAL DEVELOPMENT ("A.I.D ").

WHEREAS, Bangladesh recently suffered disasters of major intensity which have taken a large toll in human lives and have caused widespread damage and human suffering; and

WHEREAS, Bangladesh has undertaken a program of relief and rehabilitation, and

WHEREAS, the United States in a spirit of friendship and cooperation with the people and Government of Bangladesh desires to assist the Government in the arduous task of rehabilitation, and

WHEREAS, the Congress of the United States of America has appropriated certain United States Dollar funds to be used for relief and rehabilitation assistance in Bangladesh.

NOW, THEREFORE, the parties hereto agree as follows.

ARTICLE I

The Grant

SECTION 1.1. Purpose of the Grant. A.I.D agrees to grant to the Government, subject to the conditions hereinafter set forth, an amount not to exceed Ninety Million Dollars ($90,000,000) ("Grant") to assist the Government in carrying out the Project referred to in Section 1.2. ("Project") for relief and rehabilitation assistance in Bangladesh. The Grant shall be used exclusively to finance costs of imported goods and services required for the Project and to make available to the Government funds for its use in financing local currency costs associated with the Project.

SECTION 1.2. The Project. The "Project" shall mean.

(a) The provision of goods and services and the financing of loca currency costs for one or more relief and rehabilitation activities ("Sub-Projects") in the following areas.

(i) Coastal embankments,
(ii) Power sector;
(iii) Roads and bridges,
(iv) Education sector; and
(v) Such other activities as may be agreed upon by A.I.D and the Government.

(b) The provision of general commodity imports for relief and rehabilitation.

ARTICLE II

Conditions Precedent to Disbursement

SECTION 2.1. Conditions Precedent to Disbursement. Prior to the first disbursement or to the issuance of the first Letter of Commitment under the Grant, the Government shall, except as A.I.D may other-

wise agree in writing, furnish to A.I.D in form and substance satisfactory to A.I.D

(a) An opinion of the Minister of Law of Bangladesh or of other counsel acceptable to A.I.D that this Agreement has been duly authorized or ratified by and executed on behalf of the Government in accordance with all of its terms,

(b) Evidence of the authority of the person or persons who will act as the representative or representatives of the Government specified in Section 8.4 and a specimen signature of each such person certified as to its authenticity by either the person who renders the legal opinion or the person who executes the Agreement.

(c) Such other documents as A.I.D may reasonably request.

SECTION 2.2. Conditions Precedent to Disbursement for General Commodity Imports. Prior to the first disbursement or to the issuance of the first Letter of Commitment for each specific commodity import, 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 written proposal for purchase of each such commodity setting forth the specifications of the commodity, the proposed consignee or consignees, the proposed delivery dates, the estimated cost, and whether the intended source is the United States only or countries included in Code 941 of the A.I.D Geographic Code Book.

SECTION 2.3. Conditions Precedent to Disbursement for Sub-Projects. Prior to the first disbursement or to the issuance of the first Letter of Commitment for any Sub-Project, the Government shall, except as A.I.D may otherwise agree in writing, furnish to A.I.D in form and substance satisfactory to A.I.D a written Sub-Project proposal which shall contain.

(i) a description of the activities to be financed,
(ii) identification of the proposed administrative and implementing agencies,
(iii) an estimate of the funds and the time required to carry out the Sub-Project.

SECTION 2.4. Terminal Dates for Meeting Conditions Precedent to Disbursement.

(a) If all of the conditions specified in Section 2.1 shall not have been met within ninety (90) days from the date of this Agreement, or such later date as A.I.D may agree to in writing, A.I.D., at its option, may terminate this Agreement by giving written notice to the Government. Upon giving of such notice, this Agreement and all obligations of the parties thereunder shall terminate.

(b) Except as A.I.D may otherwise agree in writing, commodity imports for which the conditions specified in Section 2.2 have not been satisfied within ninety (90) days from the date of this Agreement shall be ineligible for financing under this Grant.

(c) Except as A.I.D may otherwise agree in writing, each Sub-Project for which the conditions specified in Section 2.3 have not

been satisfied within ninety (90) days from the date of this Agreement shall be ineligible for financing under this Grant.

ARTICLE III

Covenants

SECTION 3.1. Covenants. The Government, in consideration of this Grant, hereby covenants and agrees that.

(a) The Government shall carry out the Sub-Projects financed hereunder with due diligence and efficiency and in conformity with sound engineering, financial and administrative practices.

(b) The Government shall cause the Sub-Projects financed hereunder to be carried out in conformity with all of the contracts, schedules and other arrangements, and with all modifications therein, approved by A.I.D pursuant to this Agreement.

(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 either party, exchange views through their representatives with regard to the progress of the Project and other matters relating to the Project.

(d)(i) The Government warrants and covenants that in connection with obtaining the Grant, or taking any action under or with respect to this Agreement, it has not paid, and will not pay or agree to pay, nor to the best of its knowledge has there been paid nor will there be paid or agreed to be paid by any other person or entity, Commissions, fees or other payments of any kind, except as regular compensation for bona fide professional, technical or comparable services. The Government shall promptly report to A.I.D any payment or Agreement to pay for such bona fide professional, technical or comparable services to which it is a party, or of which it has a knowledge (indicating whether such payment has been made or is to be made on a contingent basis), and if the amount of any such payment is deemed unreasonable by A.I.D., the same shall be adjusted in a manner satisfactory to A.I.D

(ii) The Government covenants and warrants that no payments have been or will be received by the Government, or any official of the Government, in connection with the procurement of goods and services financed hereunder, except fees, taxes or similar payments legally established in Bangladesh.

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 consist-

ently applied, books and records relating both to the Project and to this Agreement. Such books and records shall, without limitation, be adequate to show:

(a) the receipt and use made of goods and services acquired for the Project with funds disbursed pursuant to this Agreement,

(b) the receipt and use made of goods and services acquired for the Project with local currency;

(c) the nature and extent of solicitations of prospective suppliers of goods and services acquired,

(d) the basis of the award of contracts and orders to successful bidders, and

(e) the progress of the Project.

Such books and records shall be regularly audited, in accordance with standard Government auditing procedures, and shall be maintained for three (3) years after the date of the final disbursement hereunder.

SECTION 4.2. Reports.

(a) The Government shall furnish to A.I.D such information and reports relating to the Grant and to the Project as A.I.D may reasonably request.

(b) The Government shall promptly notify A.I.D of any conditions which interfere with carrying out the relief and rehabilitation activities contemplated hereunder.

SECTION 4.3. Inspections. The authorized representatives of A.I.D shall have the right at all reasonable times to inspect the Sub-Projects financed hereunder, the utilization of all goods and services financed under the Grant and the books, records and other documents relating to the Project and the Grant. The Government shall cooperate with A.I.D. to facilitate such inspections.

ARTICLE V

Procurement

SECTION 5.1. Procurement from the United States and Code 941 Countries. 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 Project of goods and services, ocean shipping and marine insurance having both their source and origin in the United States of America and countries included in Code 941 of the A.I.D. Geographic Code Book as in effect at the time of such procurement.

SECTION 5.2. Eligibility Date. Except as A.I.D may otherwise agree in writing, no goods and services may be financed under the Grant which are procured pursuant to orders or contracts firmly placed or entered into prior to the date of this Agreement.

SECTION 5.3. Goods and Services Not Financed Under Grant. Except as A.I.D may otherwise agree in writing, goods and services

procured for the Project but not financed under the Grant shall have their source and origin in countries included in Code 935 of the A.I.D Geographic Code Book as in effect at the time orders are placed for such goods and services.

SECTION 5.4. Contracts.

The following contracts financed under the Grant shall be approved by A.I.D in writing prior to their execution.

(a) contracts for engineering and other professional services,

(b) contracts for construction services;

(c) contracts for such other services as A.I.D may specify, and

(d) contracts for such equipment and materials as A.I.D may specify

Material modifications in any of such contracts shall also be approved by A.I.D in writing prior to their becoming effective.

SECTION 5.5. Shipping and Insurance.

(a) Goods financed under the Grant shall be transported to Bangladesh on flag carriers of any country included in Code 935 of the A.I.D Geographic Code Book as in effect at the time of shipment.

(b) At least fifty percent (50%) of the gross tonnage of all goods financed under the Grant (computed separately for dry bulk carriers, dry cargo liners and tankers) which shall be transported to Bangladesh on ocean vessels shall be transported on privately-owned United States-flag commercial vessels, and, in addition, at least fifty percent (50%) of the gross freight revenue generated by all shipments financed under the Grant which shall be transported on any cargo liners shall be paid to or for the benefit of privately owned United States-flag commercial vessels, unless A.I.D shall determine that such vessels are not available at fair and reasonable rates for United States-flag commercial vehicles. No such goods may be transported on any ocean vessel (or aircraft) (i) which A.I.D in a notice to the Government has designated as ineligible to carry A.I.D financed goods or (ii) which has been chartered for the carriage of A.I.D financed goods unless such charter has been approved by A.I.D

(c) 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 Project. Such insurance shall be issued upon terms and conditions consistent with sound commercial practice, shall insure the full value of the goods, and shall be payable in the currency in which such goods were financed. Any indemnification received by 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 United States or Code 941 source and origin and otherwise subject to the provisions of this Agreement.

(d) If in connection with the placement of marine insurance on shipments financed under United States legislation authorizing assistance to other nations, the Government, by statute, decree, rule or regulation, favors any marine insurance company of any country over any marine insurance company authorized to do business in any state of the United States of America, goods financed under the Grant shall during the continuance of such discrimination be insured against marine risk in the United States of America with a company or companies authorized to do a marine insurance business in any state of the United States of America.

SECTION 5.6. Utilization of Goods and Services.

(a) Goods and services financed under this Grant shall be used exclusively for the Project, except as A.I.D may otherwise agree in writing. Upon completion of the Sub-Projects, or at such other time as goods financed under the Grant can no longer usefully be employed for the Sub-Projects, the Government may use or dispose of such goods in such manner as A.I.D may agree to in writing prior to such use or disposition.

(b) Except as A.I.D may otherwise agree in writing, no goods or services financed under the Grant shall be used to promote or assist any foreign aid project or activity associated with or financed by any country not included in Code 935 of the A.I.D Geographic Code Book as in effect at the time of such use.

SECTION 5.7 Reasonable Price. No more than reasonable prices shall be paid for any goods or services financed, in whole or in part, under the Grant as more fully described in Implementation Letters. Such items shall be procured on a fair and, except for professional services, on a competitive basis in accordance with procedures therefor prescribed in Implementation Letters.

SECTION 5.8. Employment of Third Country Nationals Under Construction Contracts. The employment of personnel to perform services under construction contracts financed under the Grant shall be subject to requirements with respect to third-country nationals prescribed in Implementation Letters.

SECTION 5.9. Notification to Potential Suppliers. In order that all United States firms shall have the opportunity to participate in furnishing goods and services to be financed under the Grant, the Government shall furnish to A.I.D appropriate information with regard thereto, and at such times, as A.I.D may request in Implementation Letters.

SECTION 5.10. Information and Marking. The Government will cooperate with A.I.D in its efforts to disseminate information concerning the Project and shall comply with such reasonable instructions with respect to the marking of goods financed under the Grant or the identification of any Project site as A.I.D may issue from time to time

ARTICLE VI

Disbursements

SECTION 6.1. Disbursements for United States Dollar Costs—Letters of Commitments to United States Banks. Upon satisfaction of conditions precedent, the Government may, from time to time, request A.I.D to issue Letters of Commitment for specified amounts to one or more United States banks, satisfactory to A.I.D., committing A.I.D to reimburse such banks for payments made by them to contractors or suppliers, through the use of Letters of Credit or otherwise, for Dollar Costs of goods and services procured for the Project in accordance with the terms and conditions of this Agreement. Payment by a bank to a contractor or supplier will be made by the bank upon presentation of such supporting documentation as A.I.D may prescribe in Letters of Commitment and Implementation Letters. Banking charges incurred in connection with Letters of Commitment and Letters of Credit may be financed under the Grant.

SECTION 6.2. Disbursements for Local Currency Costs. Upon satisfacton of conditions precedent, the Government may, from time to time, request disbursements by A.I.D to finance local currency costs of goods and services to be procured in Bangladesh for the Project in accordance with procedures to be prescribed in Implementation Letters. The United States dollar amounts disbursed pursuant to this section shall be the United States dollar equivalent of the disbursements by the Government of local currency for the Project determined at the rate, not unlawful in Bangladesh, providing the largest number of units of local currency per United States dollar at the time the disbursement of local currency is made.

SECTION 6.3. Other Forms of Disbursement.

Disbursements of the Grant may also be made through such other means as the Government and A.I.D may agree to in writing.

SECTION 6.4. Terminal Dates for Disbursements. Except as A.I.D may otherwise agree in writing, no Letter of Commitment, or other commitment documents which may be called for under this Agreement, shall be issued in response to requests received by A.I.D after June 30, 1973, and no disbursement shall be made against documentation received by A.I.D or any bank described herein after December 31, 1973.

SECTION 6.5. Refunds.

If A.I.D determines that any disbursement made pursuant to this Grant is not made or used in accordance with the terms and covenants 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 to A.I.D within thirty (30) days after

receipt of a request therefor, such amount provided that such request by A.I.D shall be made not later than three (3) years after the date of final disbursement hereunder. Notwithstanding the fact that A.I.D may have invoked its right to terminate the Agreement, the rights of A.I.D set forth in this Section shall remain in force after such termination.

ARTICLE VII

Suspension and Termination

SECTION 7.1. Suspension. In the event that at any time.

(a) An event occurs that A.I.D determines to be an extraordinary situation that makes it improbable that the purpose of the Grant will be attained, or

(b) Any disbursement would be in violation of the legislation governing A.I.D., then A.I.D., in addition to any other remedy available to it, may, at its option.

(i) suspend or cancel outstanding commitment documents to the extent that they have not been utilized through the issuance of irrevocable Letters of Credit, in which event A.I.D. shall give notice to the Government promptly thereafter;
(ii) decline to make disbursements other than under outstanding commitment documents,
(iii) decline to issue additional commitment documents, and
(iv) at A.I.D 's expense, direct that title to goods financed under the Grant shall be transferred to A.I.D if the goods are from a source outside of Bangladesh, are in a deliverable state and have not been offloaded in ports of entry of Bangladesh.

SECTION 7.2. Termination. Following any suspension pursuant to Section 7.1, if the cause or causes for such suspension shall not have been eliminated or corrected within sixty (60) days from the date of notice of such suspension to the Government, A.I.D. may, at its option, at any time or times thereafter terminate all or any part of this Grant that is not then disbursed or subject to irrevocable Letters of Credit.

ARTICLE VIII

Miscellaneous

SECTION 8.1. Waiver of Default. No delay in exercising, or omission to exercise, any right accruing to A.I.D under the Agreement shall be construed as a waiver of any of its rights, powers or remedies hereunder.

SECTION 8.2. Taxation and Related Matters.

(a) This Agreement and the Grant shall be free from any taxatio or fees imposed under the laws of Bangladesh. Any supplies, materials or equipment introduced into Bangladesh for purposes of the Sub-Projects shall, while such supplies, materials or equipment are used in connection with the Sub-Projects, be exempt from any taxes on ownership or use of property and any other taxes, investment or deposit requirements, and the import, export, purchase, use, or disposition of any such supplies, materials or equipment in connection with the Sub-Projects shall be exempt from any tariffs, customs duties, import and export duties, taxes on purchase or disposition of property, and other taxes or similar charges in Bangladesh.

(b) All public or private organizations under contract with or financed by A.I.D in Bangladesh in connection with the administration or implementation of this Grant, or any activity related to or in support of the administration or implementation of this Grant, and all personnel and their families (other than citizens and permanent residents of Bangladesh), whether United States Government employees or employees of public or private organizations under contract with or financed by, or individuals under contract with or financed by, A.I.D in Bangladesh in connection with the administration or implementation of this Grant, or any activity related to or in support of the administration or implementation of this Grant, shall be exempt from income, social security and similar taxes levied under the laws of Bangladesh or any of its geographic subdivisions with respect to income upon which they are obligated to pay income or social security taxes to any other government.

(c) All United States Government employees and their families (other than citizens and permanent residents of Bangladesh) in Bangladesh in connection with the administration or implementation of this Grant, or any activity related to or in support of the administration or implementation of this Grant, shall enjoy the same immunity from civil, criminal and administrative jurisdiction, the same exemption from taxes and the same duty free privileges as are accorded by the Government to the personnel of comparable rank and category of the Embassy of the United States of America in Bangladesh.

(d) All personnel and their families (other than citizens and permanent residents of Bangladesh) who are employees of public or private organizations under contract with or financed by, or individuals under contract with or financed by, A.I.D in Bangladesh in connection with the administration or implementation of this Grant, or any activity related to or in support of the administration or implementation of this Grant, shall be exempt from the payment of customs and import and export duties on a reasonable amount of personal effects, equipment and supplies (including automobiles) imported

into Bangladesh for their own use at the time of first installation. In addition they would be entitled to customs free import of a reasonable amount of consumable items as agreed to between the Government and such contracting public or private organizations or individuals.

SECTION 8.3. 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. Secretary, Planning Commission
Bangladesh Secretariat
Dacca, Bangladesh

Cable Address: PLANCOM

To A.I.D

Mail Address. USAID Relief and Rehabilitation Office
American Embassy, Adamjee Court
Motijheel Commercial Area
Dacca-2, Bangladesh

Cable Address: USCORR

Other addresses may be substituted for the above upon giving a 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 8.4. Representatives. For all purposes relative to this Agreement, the Government will be represented by the individual holding or acting in the office of Secretary, Planning Commission, and A.I.D will be represented by the individual holding or acting in the office of Coordinator, USAID Relief and Rehabilitation Office. 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 8.5. 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.

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 name and delivered as of the date and year first above written.

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

By:

Name. A. K. M. Ghulam Rabbani
Title *Secretary*
Planning Commission

UNITED STATES OF AMERICA

By:

Name. Donald G. MacDonald
Title. *Assistant Administrator*
Bureau for Asia, Agency for International Development

AMENDMENT NO. 1

Amendment No. 1, dated June 26, 1972, between the Government of the People's Republic of Bangladesh ("Government") and the United States of America, acting through the Agency for International Development ("A.I.D"), to the Grant Agreement, dated May 30, 1972, between the Government and A.I.D ("Grant Agreement")

WHEREAS, the Government has priority relief and rehabilitation needs for which additional funds are required, and

WHEREAS, A.I.D wishes to provide additional funds to meet these needs,

NOW, THEREFORE, the parties hereto agree as follows.

1. Section 1.1 of the Grant Agreement is amended by deleting "Ninety Million Dollars (Dols. 90,000,000) and inserting in its place One Hundred Fifteen Million Dollars (Dols. 115,000,000)"
2. Section 6.4 of the Grant Agreement is amended by deleting "June 30, 1973," and inserting in its place "December 31, 1973," and by deleting "December 31, 1973," in the last line and inserting in its place "June 30, 1974."

3. To the extent not amended herein, the terms and conditions of the Grant Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first above written.

GOVERNMENT OF THE PEOPLE'S REPUBLIC OF BANGLADESH

By: A. K. M. HEDAYETUL HUQ

A. K. M. Hedayedul Huq
Joint Secretary,
Planning Commission

UNITED STATES OF AMERICA

By: HERBERT D SPIVACK

Herbert D Spivack
Chargé d'Affaires ad interim

MULTILATERAL

Taking of Evidence Abroad

Convention adopted at the Eleventh Session of The Hague Conference on Private International Law October 26, 1968;
Opened for signature at The Hague March 18, 1970;
Signed on behalf of the United States of America July 27, 1970;
Ratification advised by the Senate of the United States of America June 13, 1972;
Ratified by the President of the United States of America July 15, 1972;
Ratification of the United States of America deposited with the Ministry of Foreign Affairs of the Netherlands August 8, 1972;
Proclaimed by the President of the United States of America September 15, 1972,
Entered into force with respect to the United States of America October 7, 1972.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention on the Taking of Evidence Abroad in Civil or Commercial Matters, adopted at the Eleventh Session of The Hague Conference on Private International Law on October 26, 1968, was opened for signature at The Hague on March 18, 1970, and was signed for the United States of America on July 27, 1970, the text of which in the French and English languages is annexed,

The Senate of the United States of America by its resolution of June 13, 1972, two-thirds of the Senators present concurring, gave its advice and consent to the ratification of that Convention,

The President ratified the Convention on July 15, 1972, and the instrument of ratification was deposited with the Ministry of Foreign Affairs of the Netherlands on August 8, 1972;

Article 37 of the Convention provides that it shall enter into force on the sixtieth day after the deposit of the third instrument of ratification, and

95-005 O 73 8

The Convention accordingly will enter into force for the United States of America on October 7, 1972, instruments of ratification having been deposited by Denmark and Norway on June 20, 1972 and August 3, 1972, respectively;

NOW, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the Convention on the Taking of Evidence Abroad in Civil or Commercial Matters, to the end that it shall be observed and fulfilled with good faith on and after October 7, 1972 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 September in the year of our Lord one thousand nine hundred seventy-two and of the Independence of the United States of America the one hundred ninety-seventh.

[SEAL]

RICHARD NIXON

By the President:
WILLIAM P ROGERS
Secretary of State

CONVENTION SUR L'OBTENTION DES PREUVES A L'ETRANGER EN MATIERE CIVILE OU COMMERCIALE

Les Etats signataires de la présente Convention,

Désirant faciliter la transmission et l'exécution des commissions rogatoires et promouvoir le rapprochement des diverses méthodes qu'ils utilisent à ces fins,

Soucieux d'accroître l'efficacité de la coopération judiciaire mutuelle en matière civile ou commerciale,

Ont résolu de conclure une Convention à ces effets et sont convenus des dispositions suivantes.

CHAPITRE I—COMMISSIONS ROGATOIRES

ARTICLE PREMIER

En matière civile ou commerciale, l'autorité judiciaire d'un Etat contractant peut, conformément aux dispositions de sa législation, demander par commission rogatoire à l'autorité compétente d'un autre Etat contractant de faire tout acte d'instruction, ainsi que d'autres actes judiciaires.

Un acte d'instruction ne peut pas être demandé pour permettre aux parties d'obtenir des moyens de preuves qui ne soient pas destinés à être utilisés dans une procédure engagée ou future.

L'expression «autres actes judiciaires» ne vise ni la signification ou la notification d'actes judiciaires, ni les mesures conservatoires ou d'exécution.

CONVENTION ON THE TAKING OF EVIDENCE ABROAD IN CIVIL OR COMMERCIAL MATTERS

The States signatory to the present Convention,

Desiring to facilitate the transmission and execution of Letters of Request and to further the accommodation of the different methods which they use for this purpose,

Desiring to improve mutual judicial co-operation in civil or commercial matters,

Have resolved to conclude a Convention to this effect and have agreed upon the following provisions –

CHAPTER I—LETTERS OF REQUEST

ARTICLE 1

In civil or commercial matters a judicial authority of a Contracting State may, in accordance with the provisions of the law of that State, request the competent authority of another Contracting State, by means of a Letter of Request, to obtain evidence, or to perform some other judicial act.

A Letter shall not be used to obtain evidence which is not intended for use in judicial proceedings, commenced or contemplated.

The expression 'other judicial act' does not cover the service of judicial documents or the issuance of any process by which judgments or orders are executed or enforced, or orders for provisional or protective measures.

ARTICLE 2

Chaque Etat contractant désigne une Autorité centrale qui assume la charge de recevoir les commissions rogatoires émanant d'une autorité judiciaire d'un autre Etat contractant et de les transmettre à l'autorité compétente aux fins d'exécution. L'Autorité centrale est organisée selon les modalités prévues par l'Etat requis.

Les commissions rogatoires sont transmises à l'Autorité centrale de l'Etat requis sans intervention d'une autre autorité de cet Etat.

ARTICLE 3

La commission rogatoire contient les indications suivantes.

a) l'autorité requérante et, si possible, l'autorité requise,

b) l'identité et l'adresse des parties et, le cas échéant, de leurs représentants;

c) la nature et l'objet de l'instance et un exposé sommaire des faits;

d) les actes d'instruction ou autres actes judiciaires à accomplir.

Le cas échéant, la commission rogatoire contient en outre.

e) les nom et adresse des personnes à entendre,

f) les questions à poser aux personnes à entendre ou les faits sur lesquels elles doivent être entendues,

g) les documents ou autres objets à examiner;

ARTICLE 2

A Contracting State shall designate a Central Authority which will undertake to receive Letters of Request coming from a judicial authority of another Contracting State and to transmit them to the authority competent to execute them. Each State shall organize the Central Authority in accordance with its own law

Letters shall be sent to the Central Authority of the State of execution without being transmitted through any other authority of that State.

ARTICLE 3

A Letter of Request shall specify –

(a) the authority requesting its execution and the authority requested to execute it, if known to the requesting authority;

(b) the names and addresses of the parties to the proceedings and their representatives, if any;

(c) the nature of the proceedings for which the evidence is required, giving all necessary information in regard thereto,

(d) the evidence to be obtained or other judicial act to be performed.

Where appropriate, the Letter shall specify, inter alia –

(e) the names and addresses of the persons to be examined,

(f) the questions to be put to the persons to be examined or a statement of the subject-matter about which they are to be examined,

(g) the documents or other property, real or personal, to be inspected,

h) la demande de recevoir la déposition sous serment ou avec affirmation et, le cas échéant, l'indication de la formule à utiliser;

i) les formes spéciales dont l'application est demandée conformément à l'article 9.

La commission rogatoire mentionne aussi, s'il y a lieu, les renseignments nécessaires à l'application de l'article 11.

Aucune légalisation ni formalité analogue ne peut être exigée.

ARTICLE 4

La commission rogatoire doit être rédigée dans la langue de l'autorité requise ou accompagnée d'une traduction faite dans cette langue.

Toutefois, chaque Etat contractant doit accepter la commission rogatoire rédigée en langue française ou anglaise, ou accompagnée d'une traduction dans l'une de ces langues, à moins qu'il ne s'y soit opposé en faisant la réserve prévue à l'article 33.

Tout Etat contractant qui a plusieurs langues officielles et ne peut, pour des raisons de droit interne, accepter les commissions rogatoires dans l'une de ces langues pour l'ensemble de son territoire, doit faire connaître, au moyen d'une déclaration, la langue dans laquelle la commission rogatoire doit être rédigée ou traduite en vue de son exécution dans les parties de son territoire qu'il a déterminées. En cas d'inobservation sans justes

(h) any requirement that the evidence is to be given on oath or affirmation, and any special form to be used,

(i) any special method or procedure to be followed under Article 9.

A Letter may also mention any information necessary for the application of Article 11.

No legalization or other like formality may be required.

ARTICLE 4

A Letter of Request shall be in the language of the authority requested to execute it or be accompanied by a translation into that language.

Nevertheless, a Contracting State shall accept a Letter in either English or French, or a translation into one of these languages, unless it has made the reservation authorized by Article 33.

A Contracting State which has more than one official language and cannot, for reasons of internal law, accept Letters in one of these languages for the whole of its territory, shall, by declaration, specify the language in which the Letter or translation thereof shall be expressed for execution in the specified parts of its territory In case of failure to comply with this declaration, without justifiable excuse, the costs of translation into the re-

motifs de l'obligation découlant de cette déclaration, les frais de la traduction dans la langue exigée sont à la charge de l'Etat requérant.

Tout Etat contractant peut, au moyen d'une déclaration, faire connaître la ou les langues autres que celles prévues aux alinéas précédents dans lesquelles la commission rogatoire peut être adressée à son Autorité centrale.

Toute traduction annexée à une commission rogatoire doit être certifiée conforme, soit par un agent diplomatique ou consulaire, soit par un traducteur assermenté ou juré, soit par toute autre personne autorisée à cet effet dans l'un des deux Etats.

ARTICLE 5

Si l'Autorité centrale estime que les dispositions de la Convention n'ont pas été respectées, elle en informe immédiatement l'autorité de l'Etat requérant qui lui a transmis la commission rogatoire, en précisant les griefs articulés à l'encontre de la demande.

ARTICLE 6

En cas d'incompétence de l'autorité requise, la commission rogatoire est transmise d'office et sans retard à l'autorité judiciaire compétente du même Etat suivant les regles établies par la législation de celui-ci.

ARTICLE 7

L'autorité requérante est, si elle le demande, informée de la date et du lieu où il sera procédé

quired language shall be borne by the State of origin.

A Contracting State may, by declaration, specify the language or languages other than those referred to in the preceding paragraphs, in which a Letter may be sent to its Central Authority

Any translation accompanying a Letter shall be certified as correct, either by a diplomatic officer or consular agent or by a sworn translator or by any other person so authorized in either State.

ARTICLE 5

If the Central Authority considers that the request does not comply with the provisions of the present Convention, it shall promptly inform the authority of the State of origin which transmitted the Letter of Request, specifying the objections to the Letter.

ARTICLE 6

If the authority to whom a Letter of Request has been transmitted is not competent to execute it, the Letter shall be sent forthwith to the authority in the same State which is competent to execute it in accordance with the provisions of its own law

ARTICLE 7

The requesting authority shall, if it so desires, be informed of the time when, and the place where,

à la mesure sollicitée, afin que les parties intéressées et, le cas échéant, leurs représentants puissent y assister. Cette communication est adressée directement auxdites parties ou à leurs représentants, lorsque l'autorité requérante en a fait la demande.

ARTICLE 8

Tout Etat contractant peut déclarer que des magistrats de l'autorité requérante d'un autre Etat contractant peuvent assister à l'exécution d'une commission rogatoire. Cette mesure peut être soumise à l'autorisation préalable de l'autorité compétente désignée par l'Etat déclarant.

ARTICLE 9

L'autorité judiciaire qui procède à l'exécution d'une commission rogatoire, applique les lois de son pays en ce qui concerne les formes à suivre.

Toutefois, il est déféré à la demande de l'autorité requérante tendant à ce qu'il soit procédé suivant une forme spéciale, à moins que celle-ci ne soit incompatible avec la loi de l'Etat requis, ou que son application ne soit pas possible, soit en raison des usages judiciaires de l'Etat requis, soit de difficultés pratiques.

La commission rogatoire doit être exécutée d'urgence.

ARTICLE 10

En exécutant la commission rogatoire, l'autorité requise applique les moyens de contrainte appropriés et prévus par sa loi interne dans les cas et dans la

the proceedings will take place, in order that the parties concerned, and their representatives, if any, may be present. This information shall be sent directly to the parties or their representatives when the authority of the State of origin so requests.

ARTICLE 8

A Contracting State may declare that members of the judicial personnel of the requesting authority of another Contracting State may be present at the execution of a Letter of Request. Prior authorization by the competent authority designated by the declaring State may be required.

ARTICLE 9

The judicial authority which executes a Letter of Request shall apply its own law as to the methods and procedures to be followed.

However, it will follow a request of the requesting authority that a special method or procedure be followed, unless this is incompatible with the internal law of the State of execution or is impossible of performance by reason of its internal practice and procedure or by reason of practical difficulties.

A Letter of Request shall be executed expeditiously

ARTICLE 10

In executing a Letter of Request the requested authority shall apply the appropriate measures of compulsion in the instances and to the same extent

même mesure où elle y serait obligée pour l'exécution d'une commission des autorités de l'Etat requis ou d'une demande formulée à cet effet par une partie intéressée.

ARTICLE 11

La commission rogatoire n'est pas exécutée pour autant que la personne qu'elle vise invoque une dispense ou une interdiction de déposer, établies:

a) soit par la loi de l'Etat requis;

b) soit par la loi de l'Etat requérant et spécifiées dans la commission rogatoire ou, le cas échéant, attestées par l'autorité requérante à la demande de l'autorité requise.

En outre, tout Etat contractant peut déclarer qu'il reconnaît de telles dispenses et interdictions établies par la loi d'autres Etats que l'Etat requérant et l'Etat requis, dans la mesure spécifiée dans cette déclaration.

ARTICLE 12

L'exécution de la commission rogatoire ne peut être refusée que dans la mesure où.

a) l'exécution, dans l'Etat requis, ne rentre pas dans les attributions du pouvoir judiciaire, ou

b) l'Etat requis la juge de nature à porter atteinte à sa souveraineté ou à sa sécurité.

L'exécution ne peut être refusée pour le seul motif que la loi de l'Etat requis revendique

as are provided by its internal law for the execution of orders issued by the authorities of its own country or of requests made by parties in internal proceedings.

ARTICLE 11

In the execution of a Letter of Request the person concerned may refuse to give evidence in so far as he has a privilege or duty to refuse to give the evidence –

(a) under the law of the State of execution, or

(b) under the law of the State of origin, and the privilege or duty has been specified in the Letter, or, at the instance of the requested authority, has been otherwise confirmed to that authority by the requesting authority.

A Contracting State may declare that, in addition, it will respect privileges and duties existing under the law of States other than the State of origin and the State of execution, to the extent specified in that declaration.

ARTICLE 12

The execution of a Letter of Request may be refused only to the extent that –

(a) in the State of execution the execution of the Letter does not fall within the functions of the judiciary; or

(b) the State addressed considers that its sovereignty or security would be prejudiced thereby

Execution may not be refused solely on the ground that under its internal law the State of ex-

une compétence judiciaire exclusive dans l'affaire en cause ou ne connaît pas de voies de droit répondant à l'objet de la demande portée devant l'autorité requérante.

ecution claims exclusive jurisdiction over the subject-matter of the action or that its internal law would not admit a right of action on it.

ARTICLE 13

Les pièces constatant l'exécution de la commission rogatoire sont transmises par l'autorité requise à l'autorité requérante par la même voie que celle utilisée par cette dernière.

Lorsque la commission rogatoire n'est pas exécutée en tout ou en partie, l'autorité requérante en est informée immédiatement par la même voie et les raisons lui en sont communiquées.

ARTICLE 13

The documents establishing the execution of the Letter of Request shall be sent by the requested authority to the requesting authority by the same channel which was used by the latter.

In every instance where the Letter is not executed in whole or in part, the requesting authority shall be informed immediately through the same channel and advised of the reasons.

ARTICLE 14

L'exécution de la commission rogatoire ne peut donner lieu au remboursement de taxes ou de frais, de quelque nature que ce soit.

Toutefois, l'Etat requis a le droit d'exiger de l'Etat requérant le remboursement des indemnités payées aux experts et interprètes et des frais résultant de l'application d'une forme spéciale demandée par l'Etat requérant conformément à l'article 9, alinéa 2.

L'autorité requise, dont la loi laisse aux parties le soin de réunir les preuves et qui n'est pas en mesure d'exécuter elle-même la commission rogatoire, peut en charger le personne habilitée à cet effet, après avoir obtenu le consentement de l'autorité requérante. En demandant celui-ci, l'autorite requise indique

ARTICLE 14

The execution of the Letter of Request shall not give rise to any reimbursement of taxes or costs of any nature.

Nevertheless, the State of execution has the right to require the State of origin to reimburse the fees paid to experts and interpreters and the costs occasioned by the use of a special procedure requested by the State of origin under Article 9, paragraph 2.

The requested authority whose law obliges the parties themselves to secure evidence, and which is not able itself to execute the Letter, may, after having obtained the consent of the requesting authority, appoint a suitable person to do so. When seeking this consent the requested authority shall indicate

le montant approximatif des frais qui résulteraient de cette intervention. Le consentement implique pour l'autorité requérante l'obligation de rembourser ces frais. A défaut de celui-ci, l'autorité requérante n'est pas redevable de ces frais.

the approximate costs which would result from this procedure. If the requesting authority gives its consent it shall reimburse any costs incurred, without such consent the requesting authority shall not be liable for the costs.

CHAPITRE II—OBTENTION DES PREUVES PAR DES AGENTS DIPLOMATIQUES OU CONSULAIRES ET PAR DES COMMISSAIRES

CHAPTER II—TAKING OF EVIDENCE BY DIPLOMATIC OFFICERS, CONSULAR AGENTS AND COMMISSIONERS

ARTICLE 15

En matière civile ou commerciale, un agent diplomatique ou consulaire d'un Etat contractant peut procéder, sans contrainte, sur le territoire d'un autre Etat contractant et dans la circonscription où il exerce ses fonctions, à tout acte d'instruction ne visant que les ressortissants d'un Etat qu'il represente et concernant une procédure engagée devant un tribunal dudit Etat.

Tout Etat contractant a la faculté de déclarer que cet acte ne peut être effectué que moyennant l'autorisation accordée sur demande faite par cet agent ou en son nom, par l'autorité competente désignée par l'Etat déclarant

ARTICLE 15

In a civil or commercial matter, a diplomatic officer or consular agent of a Contracting State may, in the territory of another Contracting State and within the area where he exercises his functions, take the evidence without compulsion of nationals of a State which he represents in aid of proceedings commenced in the courts of a State which he represents.

A Contracting State may declare that evidence may be taken by a diplomatic officer or consular agent only if permission to that effect is given upon application made by him or on his behalf to the appropriate authority designated by the declaring State.

ARTICLE 16

Un agent diplomatique ou consulaire d'un Etat contractant peut en outre proceder, sans contrainte, sur le territoire d'un autre Etat contractant et dans la circonscription ou il exerce ses fonctions, à tout acte d'instru-

ARTICLE 16

A diplomatic officer or consular agent of a Contracting State may, in the territory of another Contracting State and within the area where he exercises his functions, also take the evidence, without compulsion, of nationals

tion visant les ressortissants de l'Etat de résidence ou d'un Etat tiers, et concernant une procédure engagée devant un tribunal d'un Etat qu'il représente.

a) si une autorité compétente désignée par l'Etat de résidence a donné son autorisation, soit d'une manière générale, soit pour chaque cas particulier, et

b) s'il respecte les conditions que l'autorité compétente a fixées dans l'autorisation.

Tout Etat contractant peut déclarer que les actes d'instruction prévus ci-dessus peuvent être accomplis sans son autorisation préalable.

ARTICLE 17

En matière civile ou commerciale, toute personne régulièrement désignée à cet effet comme commissaire, peut procéder, sans contrainte, sur le territoire d'un Etat contractant à tout acte d'instruction concernant une procédure engagée devant un tribunal d'un autre Etat contractant.

a) si une autorité compétente désignée par l'Etat de l'exécution a donné son autorisation, soit d'une manière générale, soit pour chaque cas particulier; et

b) si elle respecte les conditions que l'autorité compétente a fixées dans l'autorisation.

Tout Etat contractant peut déclarer que les actes d'instruction prévus ci-dessus peuvent être accomplis sans son autorisation préalable

of the State in which he exercises his functions or of a third State, in aid of proceedings commenced in the courts of a State which he represents, if –

(a) a competent authority designated by the State in which he exercises his functions has given its permission either generally or in the particular case, and

(b) he complies with the conditions which the competent authority has specified in the permission.

A Contracting State may declare that evidence may be taken under this Article without its prior permission.

ARTICLE 17

In a civil or commercial matter, a person duly appointed as a commissioner for the purpose may, without compulsion, take evidence in the territory of a Contracting State in aid of proceedings commenced in the courts of another Contracting State if –

(a) a competent authority designated by the State where the evidence is to be taken has given its permission either generally or in the particular case, and

(b) he complies with the conditions which the competent authority has specified in the permission.

A Contracting State may declare that evidence may be taken under this Article without its prior permission.

ARTICLE 18

Tout Etat contractant peut déclarer qu'un agent diplomatique ou consulaire ou un commissaire, autorisé à procéder à un acte d'instruction conformément aux articles 15, 16 et 17, a la faculté de s'adresser à l'autorité compétente désignée par ledit Etat, pour obtenir l'assistance nécessaire à l'accomplissement de cet acte par voie de contrainte. La déclaration peut comporter toute condition que l'Etat déclarant juge convenable d'imposer.

Lorsque l'autorité compétente fait droit à la requête, elle applique les moyens de contrainte appropriés et prévus par sa loi interne.

ARTICLE 19

L'autorité compétente, en donnant l'autorisation prévue aux articles 15, 16 et 17 ou dans l'ordonnance prévue à l'article 18, peut déterminer les conditions qu'elle juge convenables, relatives notamment aux heure, date et lieu de l'acte d'instruction. Elle peut de même demander que ces heure, date et lieu lui soient notifiés au préalable et en temps utile; en ce cas,-un représentant de ladite autorité peut être présent à l'acte d'instruction.

ARTICLE 20

Les personnes visées par un acte d'instruction prévu dans ce chapitre peuvent se faire assister par leur conseil.

ARTICLE 18

A Contracting State may declare that a diplomatic officer, consular agent or commissioner authorized to take evidence under Articles 15, 16 or 17, may apply to the competent authority designated by the declaring State for appropriate assistance to obtain the evidence by compulsion. The declaration may contain such conditions as the declaring State may see fit to impose.

If the authority grants the application it shall apply any measures of compulsion which are appropriate and are precribed by its law for use in internal proceedings.

ARTICLE 19

The competent authority, in giving the permission referred to in Articles 15, 16 or 17, or in granting the application referred to in Article 18, may lay down such conditions as it deems fit, *inter alia*, as to the time and place of the taking of the evidence. Similarly it may require that it be given reasonable advance notice of the time, date and place of the taking of the evidence, in such a case a representative of the authority shall be entitled to be present at the taking of the evidence.

ARTICLE 20

In the taking of evidence under any Article of this Chapter persons concerned may be legally represented.

ARTICLE 21

Lorsqu'un agent diplomatique ou consulaire ou un commassaire est autorisé à procéder à un acte d'instruction en vertu des articles 15, 16 et 17

a) il peut procéder à tout acte d'instruction qui n'est pas incompatible avec la loi de l'Etat de l'exécution ou contraire à l'autorisation accordée en vertu desdits articles et recevoir, dans les mêmes conditions, une déposition sous serment ou avec affirmation;

b) à moins que la personne visée par l'acte d'instruction ne soit ressortissante de l'Etat dans lequel la procédure est engagée, toute convocation à comparaître ou à participer à un acte d'instruction est rédigée dans la langue du lieu où l'acte d'instruction doit être accompli, ou accompagnée d'une traduction dans cette langue,

c) la convocation indique que la personne peut être assistée de son conseil, et, dans tout Etat qui n'a pas fait la déclaration prévue à l'article 18, qu'elle n'est pas tenue de comparaître ni de participer à l'acte d'instruction,

d) l'acte d'instruction peut être accompli suivant les formes prévues par la loi du tribunal devant lequel la procédure est engagée, à condition qu'elles ne soient pas interdites par la loi de l'Etat de l'exécution,

e) la personnel visée par l'acte d'instruction peut invoquer les dispenses et interdictions prévues à l'article 11.

ARTICLE 21

Where a diplomatic officer, consular agent or commissioner is authorized under Articles 15, 16 or 17 to take evidence –

(a) he may take all kinds of evidence which are not incompatible with the law of the State where the evidence is taken or contrary to any permission granted pursuant to the above Articles, and shall have power within such limits to administer an oath or take an affirmation,

(b) a request to a person to appear or to give evidence shall, unless the recipient is a national of the State where the action is pending, be drawn up in the language of the place where the evidence is taken or be accompanied by a translation into such language,

(c) the request shall inform the person that he may be legally represented and, in any State that has not filed a declaration under Article 18, shall also inform him that he is not compelled to appear or to give evidence,

(d) the evidence may be taken in the manner provided by the law applicable to the court in which the action is pending provided that such manner is not forbidden by the law of the State where the evidence is taken,

(e) a person requested to give evidence may invoke the privileges and duties to refuse to give the evidence contained in Article 11.

ARTICLE 22

Le fait qu'un acte d'instruction n'ait pu être accompli conformément aux dispositions du présent chapitre en raison du refus d'une personne d'y participer, n'empêche pas qu'une commission rogatoire soit adressée ultérieurement pour le même acte, conformément aux dispositions du chapitre premier.

CHAPITRE III - DISPOSITIONS GÉNÉRALES

ARTICLE 23

Tout Etat contractant peut, au moment de la signature, de la ratification ou de l'adhésion, déclarer qu'il n'exécute pas les commissions rogatoires qui ont pour object une procédure connue dans les Etats du *Common Law* sous le nom de «pre-trial discovery of documents».

ARTICLE 24

Tout Etat contractant peut désigner, outre l'Autorité centrale, d'autres autorités dont il détermine les compétences. Toutefois, les commissions rogatoires peuvent toujours être transmises à l'Autorité centrale.

Les Etats fédéraux ont la faculté de désigner plusieurs Autorités centrales.

ARTICLE 25

Tout Etat contractant, dans lequel plusieurs systèmes de droit sont en vigueur, peut désigner les autorites de l'un de ces systèmes, qui auront compétence exclusive

ARTICLE 22

The fact that an attempt to take evidence under the procedure laid down in this Chapter has failed, owing to the refusal of a person to give evidence, shall not prevent an application being subsequently made to take the evidence in accordance with Chapter I.

CHAPTER III - GENERAL CLAUSES

ARTICLE 23

A Contracting State may at the time of signature, ratification or accession, declare that it will not execute Letters of Request issued for the purpose of obtaining pre-trial discovery of documents as known in Common Law countries.

ARTICLE 24

A Contracting State may designate other authorities in addition to the Central Authority and shall determine the extent of their competence. However, Letters of Request may in all cases be sent to the Central Authority

Federal States shall be free to designate more than one Central Authority

ARTICLE 25

A Contracting State which has more than one legal system may designate the authorities of one of such systems, which shall have exclusive competence to execute

pour l'exécution des commissions rogatoires en application de la présente Convention.

ARTICLE 26

Tout Etat contractant, s'il y est tenu pour des raisons de droit constitutionnel, peut inviter l'Etat requérant à rembourser les frais d'exécution de la commission rogatoire et concernant la signification ou la notification à comparaître, les indemnités dues à la personne qui fait la déposition et l'établissement du procès-verbal de l'acte d'instruction.

Lorsqu'un Etat a fait usage des dispositions de l'alinéa précédent, tout autre Etat contractant peut inviter cet Etat à rembourser les frais correspondants.

ARTICLE 27

Les dispositions de la présente Convention ne font pas obstacle à ce qu'un Etat contractant.

a) déclare que des commissions rogatoires peuvent être transmises à ses autorités judiciaires par d'autres voies que celles prevues à l'article 2,

b) permette, aux termes de sa loi ou de sa coutume interne, d'exécuter les actes auxquels elle s'applique dans des conditions moins restrictives,

c) permette, aux termes de sa loi ou de sa coutume interne, des méthodes d'obtention de preuves autres que celles prévues par la présente Convention.

Letters of Request pursuant to this Convention.

ARTICLE 26

A Contracting State, if required to do so because of constitutional limitations, may request the reimbursement by the State of origin of fees and costs, in connection with the execution of Letters of Request, for the service of process necessary to compel the appearance of a person to give evidence, the costs of attendance of such persons, and the cost of any transcript of the evidence.

Where a State has made a request pursuant to the above paragraph, any other Contracting State may request from that State the reimbursement of similar fees and costs.

ARTICLE 27

The provisions of the present Convention shall not prevent a Contracting State from –

(a) declaring that Letters of Request may be transmitted to its judicial authorities through channels other than those provided for in Article 2,

(b) permitting, by internal law or practice, any act provided for in this Convention to be performed upon less restrictive conditions,

(c) permitting, by internal law or practice, methods of taking evidence other than those provided for in this Convention.

ARTICLE 28

La présente Convention ne s'oppose pas à ce que des Etats contractants s'entendent pour déroger·

a) à l'article 2, en ce qui concerne la voie de transmission des commissions rogatoires;

b) à l'article 4, en ce qui concerne l'emploi des langues;

c) à l'article 8, en ce qui concerne la présence de magistrats à l'exécution des commissions rogatoires,

d) à l'article 11, en ce qui concerne les dispenses et interdictions de déposer;

e) à l'article 13, en ce qui concerne la transmission des pièces constatant l'exécution,

f) à l'article 14, en ce qui concerne le réglement des frais,

g) aux dispositions du chapitre II.

ARTICLE 29

La présente Convention remplacera, dans les rapports entre les Etats qui l'auront ratifiée, les articles 8 à 16 des Conventions relatives à la procédure civile, respectivement signées à La Haye le 17 juillet 1905 et le premier mars 1954, dans la mesure où lesdits Etats sont Parties à l'une ou l'autre de ces Conventions.

ARTICLE 30

La présente Convention ne porte pas atteinte à l'application de l'article 23 de la Convention

ARTICLE 28

The present Convention shall not prevent an agreement between any two or more Contracting States to derogate from –

(a) the provisions of Article 2 with respect to methods of transmitting Letters of Request,

(b) the provisions of Article 4 with respect to the languages which may be used,

(c) the provisions of Article 8 with respect to the presence of judicial personnel at the execution of Letters,

(d) the provisions of Article 11 with respect to the privileges and duties of witnesses to refuse to give evidence,

(e) the provisions of Article 13 with respect to the methods of returning executed Letters to the requesting authority;

(f) the provisions of Article 14 with respect to fees and costs,

(g) the provisions of Chapter II.

ARTICLE 29

Between Parties to the present Convention who are also Parties to one or both of the Conventions on Civil Procedure signed at the Hague on the 17th of July 1905 [1] and the 1st of March 1954, [2] this Convention shall replace Articles 8–16 of the earlier Conventions.

ARTICLE 30

The present Convention shall not affect the application of Article 23 of the Convention of

[1] 99 *British Foreign and State Papers* 990.
[2] 286 UNTS 265.

de 1905, ni de l'article 24 de celle de 1954.

ARTICLE 31

Les accords additionnels aux Conventions de 1905 et de 1954, conclus par les Etats contractants, sont considérés comme également applicables à la présente Convention, à moins que les Etats intéressés n'en conviennent autrement.

ARTICLE 32

Sans préjudice de l'application des articles 29 et 31, la présente Convention ne déroge pas aux conventions auxquelles les Etats contractants sont ou seront Parties et qui contiennent des dispositions sur les matières reglées par la présente Convention.

ARTICLE 33

Tout Etat, au moment de la signature, de la ratification ou de l'adhésion, a la faculté d'exclure en tout ou en partie l'spplication des dispositions de l'alinéa 2 de l'article 4, ainsi que du chapitre II. Aucune autre réserve ne sera admise.

Tout Etat contractant pourra, à tout moment, retirer une réserve qu'il aura faite, l'effect de la réserve cessera le soixantieme jour après la notification du retrait.

Lorsqu'un Etat aura fait une réserve, tout autre Etat affecté par celle-ci peut appliquer la même règle à l'égard de l'Etat qui a fait la réserve.

ARTICLE 34

Tout Etat peut à tout moment retirer ou modifier une déclaration.

1905, or of Article 24 of the Convention of 1954.

ARTICLE 31

Supplementary Agreements between Parties to the Conventions of 1905 and 1954 shall be considered as equally applicable to the present Convention unless the Parties have otherwise agreed.

ARTICLE 32

Without prejudice to the provisions of Articles 29 and 31, the present Convention shall not derogate from conventions containing provisions on the matters covered by this Convention to which the Contracting States are, or shall become Parties.

ARTICLE 33

A State may, at the time of signature, ratification or accession exclude, in whole or in part, the application of the provisions of paragraph 2 of Article 4 and of Chapter II. No other reservation shall be permitted.

Each Contracting State may at any time withdraw a reservation it has made, the reservation shall cease to have effect on the sixtieth day after notification of the withdrawal.

When a State has made a reservation, any other State affected thereby may apply the same rule against the reserving State.

ARTICLE 34

A State may at any time withdraw or modify a declaration.

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ARTICLE 35

Tout Etat contractant indiquera au Ministère des Affaires Etrangères des Pays-Bas, soit au moment du dépôt de son instrument de ratification ou d'adhésion, soit ultérieurement, les autorités prévues aux articles 2, 8, 24 et 25.

Il notifiera, le cas échéant, dans les mêmes conditions.

a) la désignation des autorités auxquelles les agents diplomatiques ou consulaires doivent s'adresser en vertu de l'article 16 et de celles qui peuvent accorder l'autorisation ou l'assistance prévues aux articles 15, 16 et 18,

b) la désignation des autorités qui peuvent accorder au commissaire l'autorisation prévue à l'article 17 ou l'assistance prevue à l'article 18,

c) les déclarations visées aux articles 4, 8, 11, 15, 16, 17, 18, 23 et 27,

d) tout retrait ou modification des désignations et déclarations mentionnées ci-dessus,

e) tout retrait de réserves.

ARTICLE 36

Les difficultés qui s'élèveraient entre les Etats contractants à l'occasion de l'application de la présente Convention seront reglées par la voie diplomatique.

ARTICLE 35

A Contracting State shall, at the time of the deposit of its instrument of ratification or accession, or at a later date, inform the Ministry of Foreign Affairs of the Netherlands of the designation of authorities, pursuant to Articles 2, 8, 24 and 25.

A Contracting State shall likewise inform the Ministry, where appropriate, of the following –

(a) the designation of the authorities to whom notice must be given, whose permission may be required, and whose assistance may be invoked in the taking of evidence by diplomatic officers and consular agents, pursuant to Articles 15, 16 and 18 respectively;

(b) the designation of the authorities whose permission may be required in the taking of evidence by commissioners pursuant to Article 17 and of those who may grant the assistance provided for in Article 18,

(c) declarations pursuant to Articles 4, 8, 11, 15, 16, 17, 18, 23 and 27,

(d) any withdrawal or modification of the above designations and declarations,

(e) the withdrawal of any reservation.

ARTICLE 36

Any difficulties which may arise between Contracting States in connection with the operation of this Convention shall be settled through diplomatic channels.

ARTICLE 37

La présente Convention est ouverte à la signature des Etats représentés à la Onzième session de la Conférence de La Haye de droit international privé.

Elle sera ratifiée et les instruments de ratification seront déposés auprès du Ministère des Affaires Etrangères des Pays-Bas.

ARTICLE 38

La présente Convention entrera en vigueur le soixantième jour après le dépôt du troisième instrument de ratification prévu par l'article 37, alinéa 2.

La Convention entrera en vigueur, pour chaque Etat signataire ratifiant postérieurement, le soixantième jour après le dépôt de son instrument de ratification.

ARTICLE 39

Tout Etat non représenté à la Onzième session de la Conférence de La Haye de droit international privé qui est Membre de la Conférence ou de l'Organisation des Nations Unies ou d'une institution spécialisée de celle-ci ou Partie au Statut de la Cour Internationale de Justice pourra adhérer à la présente Convention après son entrée en vigueur en vertu de l'article 38, alinéa premier.

L'instrument d'adhésion sera déposé auprès du Ministère des Affaires Etrangères des Pays-Bas.

ARTICLE 37

The present Convention shall be open for signature by the States represented at the Eleventh Session of the Hague Conference on Private International Law

It shall be ratified, and the instruments of ratification shall be deposited with the Ministry of Foreign Affairs of the Netherlands.

ARTICLE 38

The present Convention shall enter into force on the sixtieth day after the deposit of the third instrument of ratification referred to in the second paragraph of Article 37

The Convention shall enter into force for each signatory State which ratifies subsequently on the sixtieth day after the deposit of its instrument of ratification.

ARTICLE 39

Any State not represented at the Eleventh Session of the Hague Conference on Private International Law which is a Member of this Conference or of the United Nations or of a specialized agency of that Organization, or a Party to the Statute of the International Court of Justice[1] may accede to the present Convention after it has entered into force in accordance with the first paragraph of Article 38.

The instrument of accession shall be deposited with the Ministry of Foreign Affairs of the Netherlands.

[1] TS 993, 59 Stat. 1055.

La Convention entrera en vigueur, pour l'Etat adhérant, le soixantième jour après le depôt de son instrument d'adhésion.

L'adhésion n'aura d'effet que dans les rapports entre l'Etat adhérant et les Etats contractants qui auront déclaré accepter cette adhésion. Cette déclaration sera déposée auprès du Ministère des Affaires Etangères des Pays-Bas; celui-ci en enverra, par la voie diplomatique, une copie certifiée conforme, à chacun des Etats contractants.

La Convention entrera en vigueur entre l'Etat adhérant et l'Etat ayant déclaré accepter cette adhésion, soixante jours après le dépôt de la déclaration d'acceptation.

ARTICLE 40

Tout Etat, au moment de la signature, de la ratification ou de l'adhésion, pourra déclarer que la présente Convention s'étendra à l'ensemble des territoires qu'il représente sur le plan international, ou à l'un ou plusieurs d'entre eux. Cette déclaration aura effet au moment de l'entrée en vigueur de la Convention pour ledit Etat.

Par la suite, toute extension de cette nature sera notifiée au Ministère des Affaires Etrangères des Pays-Bas.

La Convention entrera en vigueur, pour les territoires visés par l'extension, le soixantième jour après la notification mentionnée à l'alinéa précédent.

The Convention shall enter into force for a State acceding to it on the sixtieth day after the deposit of its instrument of accession.

The accession will have effect only as regards the relations between the acceding State and such Contracting States as will have declared their acceptance of the accession. Such declaration shall be deposited at the Ministry of Foreign Affairs of the Netherlands, this Ministry shall forward, through diplomatic channels, a certified copy to each of the Contracting States.

The Convention will enter into force as between the acceding State and the State that has declared its acceptance of the accession on the sixtieth day after the deposit of the declaration of acceptance.

ARTICLE 40

Any State may, at the time of signature, ratification or accession, declare that the present Convention shall extend to all the territories for the international relations of which it is responsible, or to one or more of them. Such a declaration shall take effect on the date of entry into force of the Convention for the State concerned.

At any time thereafter, such extensions shall be notified to the Ministry of Foreign Affairs of the Netherlands. [1]

The Convention shall enter into force for the territories mentioned in such an extension on the sixtieth day after the notification indicated in the preceding paragraph.

[1] Extended to Guam, Puerto Rico, and the Virgin Islands pursuant to notification sent by the American Embassy at The Hague on Feb. 6, 1913.

ARTICLE 41

La présente Convention aura une durée de cinq ans à partir de la date do son entrée en vigueur, conformément à l'article 38, alinéa premier, même pour les Etats qui l'auront ratifiée ou y auront adhéré postérieurement.

La Convention sera renouvelée tacitement de cinq en cinq ans, sauf dénonciation.

La dénonciation sera, au moins six mois avant l'expiration du délai de cinq ans, notifiée au Ministère des Affaires Etrangères des Pays-Bas.

Elle pourra se limiter à certains des territoires auxquels s'applique la Convention.

La dénonciation n'aura d'effet qu'à l'égard de l'Etat qui l'aura notifiée. La Convention restera en vigueur pour les autres Etats contractants.

ARTICLE 42

Le Ministère des Affaires Etrangères des Pays-Bas notifiera aux Etats visés à l'article 37, ainsi qu'aux Etats qui auront adhéré conformément aux dispositions de l'article 39

a) les signatures et ratifications visees à l'article 37,

b) la date à laquelle la présente Convention entrera en vigueur conformément aux dispositions de l'article 38, alinea premier;

c) les adhésions visées a l'article 39 et la date a laquelle elles auront effet,

d) les extensions visées à l'article 40 et la date à laquelle elles auront effet;

ARTICLE 41

The present Convention shall remain in force for five years from the date of its entry into force in accordance with the first paragraph of Article 38, even for States which have ratified it or acceded to it subsequently

If there has been no denunciation, it shall be renewed tacitly every five years.

Any denunciation shall be notified to the Ministry of Foreign Affairs of the Netherlands at least six months before the end of the five year period.

It may be limited to certain of the territories to which the Convention applies.

The denunciation shall have effect only as regards the State which has notified it. The Convention shall remain in force for the other Contracting States.

ARTICLE 42

The Ministry of Foreign Affairs of the Netherlands shall give notice to the States referred to in Article 37, and to the States which have acceded in accordance with Article 39, of the following –

(a) the signatures and ratifications referred to in Article 37,

(b) the date on which the present Convention enters into force in accordance with the first paragraph of Article 38,

(c) the accessions referred to in Article 39 and the dates on which they take effect;

(d) the extensions referred to in Article 40 and the dates on which they take effect;

e) les désignations, réserves et déclarations mentionnées aux articles 33 et 35,

f) les dénonciations visées à l'article 41, alinéa 3.

(e) the designations, reservations and declarations referred to in Articles 33 and 35,

(f) the denunciations referred to in the third paragraph of Article 41.

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

IN WITNESS WHEREOF the undersigned, being duly authorised thereto, have signed the present Convention.

FAIT à La Haye, le 18 mars 1970, en français et en anglais, les deux textes faisant également foi, en un seul exemplaire, qui sera déposé dans les archives du Gouvernement des Pays-Bas et dont une copie certifiée conforme sera remise, par la voie diplomatique, à chacun des Etats représentés à la Onzième session de la Conférence de La Haye de droit international privé.

DONE at The Hague, on the 18th day of March 1970, in the English and French languages, both texts being equally authentic, in a single copy which shall be deposited in the archives of the Government of the Netherlands, and of which a certified copy shall be sent, through the diplomatic channel, to each of the States represented at the Eleventh Session of the Hague Conference on Private International Law

POUR LA REPUBLIQUE FEDERALE d'ALLEMAGNE,
FOR THE FEDERAL REPUBLIC OF GERMANY,
Sous réserve de la ratification

(s.) HANS ARNOLD

POUR L'AUTRICHE,
FOR AUSTRIA,

POUR LA BELGIQUE,
FOR BELGIUM,

POUR LE CANADA,
FOR CANADA,

POUR LE DANEMARK,
FOR DENMARK,

POUR L'ESPAGNE,
FOR SPAIN,

POUR LES ETATS-UNIS D'AMÉRIQUE,
FOR THE UNITED STATES OF AMERICA,

POUR LA FINLANDE,
FOR FINLAND,

POUR LA FRANCE,
FOR FRANCE,

POUR LA GRÈCE,
FOR GREECE,

POUR L'IRLANDE,
FOR IRELAND,

POUR ISRAËL,
FOR ISRAEL,

POUR L'ITALIE,
FOR ITALY,

POUR LE JAPON,
FOR JAPAN,

POUR LE LUXEMBOURG,
FOR LUXEMBOURG,

POUR LA NORVÈGE,
FOR NORWAY,

(s.) G. ROGSTAD

POUR LES PAYS-BAS,
FOR THE NETHERLANDS,

POUR LE PORTUGAL,
FOR PORTUGAL,

(s.) CONSTANTINO RIBEIRO VAZ

Ad Referendum – Au moment de la ratification seront faites des reserves et déclarations jugées necessaires et permises par la présente Convention

POUR LA RÉPUBLIQUE ARABE UNIE,
FOR THE UNITED ARAB REPUBLIC,

POUR LE ROYAUME UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD,
FOR THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND,

(s.) EDWARD TOMKINS

POUR LA SUÈDE,
FOR SWEDEN,

POUR LA SUISSE,
FOR SWITZERLAND,

POUR LA TCHÉCOSLOVAQUIE,
FOR CZECHOSLOVAKIA,

POUR LA TURQUIE,
FOR TURKEY,

POUR LA YOUGOSLAVIE,
FOR YUGOSLAVIA,

Copie certifiée conforme à l'original

Le Sous-Directeur des Traités
du Ministère des Affaires Etrangères
du Royaume des Pays-Bas:

17 APR. 1970

BOULONOIS

(F G. Boulonois)

REPUBLIC OF KOREA

Loan of Vessel: U.S.S. *Chevalier*

Agreement effected by exchange of notes
Signed at Seoul June 26 and September 7, 1972;
Entered into force September 7, 1972.

The American Chargé d'Affaires ad interim to the Korean Minister of Foreign Affairs

No. 307 SEOUL, *June 26, 1972.*

EXCELLENCY:

I have the honor to refer to discussions between representatives of our two Governments regarding the loan to the Government of the Republic of Korea of the destroyer USS *Chevalier* (DD-805) and to confirm the following understandings reached between our two Governments on this subject.

1. The Government of the United States will lend to the Government of the Republic of Korea the destroyer USS *Chevalier* (DD-805).

2. The Government of the Republic of Korea will retain possession of, and will use, the vessel subject to the terms and conditions of this note, and of the Mutual Defense Assistance Agreement between our two Governments of January 26, 1950, as supplemented by the exchange of notes dated January 4 and January 7, 1952. [1]

3. The period of the loan for this vessel shall be five years from the date of its delivery to the Government of the Republic of Korea. However, either Government may terminate the loan of the vessel at any time.

4. This vessel will be delivered to the Government of the Republic of Korea at such place and time as may be mutually agreed upon. The delivery shall be evidenced by a delivery certificate. The Government of the Republic of Korea shall have the use of all outfitting equipment, appliances, fuel, spares, and replacement parts on board the vessel at the time of its delivery.

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[1] TIAS 2019, 2612; 1 UST 137; 3 UST 4619.

5. Title to the vessel and to the items and appurtenances referred to in paragraph 4 of this note, except fuel, spares, and replacement parts, shall remain in the Government of the United States. The Government of the Republic of Korea may, however, place the vessel under its flag. The Government of the Republic of Korea shall not, without the prior express written consent of the Government of the United States, relinquish physical possession of the vessel or any such items and appurtenances or disclose any plan, specification or other information pertaining thereto except to authorized officers, employees or agents of the Government of the Republic of Korea. The Government of the Republic of Korea will take such security measures with respect to the equipment on board the vessel as would guarantee the same degree of security and protection as provided by the United States of America.

6. The Government of the Republic of Korea renounces all claims against the Government of the United States arising from the transfer, use, or operation of the vessel and will save the Government of the United States harmless from any such claims asserted by third parties.

7. Upon the expiration or termination of the loan as provided in paragraph 3 of this note, this vessel together with its outfitting equipment, appliances, and available on-board spares and allowances, including replacement parts and fuel, will be returned to the United States at a place and a time specified by the Government of the United States, in substantially the same condition, reasonable wear and tear excepted, as when transferred. Any items and appurtenances on board the vessel at the time of return shall, if they are not already the property of the Government of the United States, become the property of the Government of the United States without compensation.

8. The Government of the Republic of Korea will pay the Government of the United States just and reasonable compensation for damages to, or loss of, the vessel. The Government of the Republic of Korea shall not, however, be liable for damage or loss of the vessel arising out of enemy action sustained while in use in accordance with the provisions of paragraph 2 of this note. Should the vessel sustain damages from any cause, such as in the opinion of the Government of the Republic of Korea renders such vessel a total loss, the Government of the Republic of Korea shall consult with the Government of the United States before declaring said vessel a total loss.

If the foregoing is acceptable to the Government of the Republic of Korea, I have the honor to propose that Your Excellency's reply to that effect and my note shall together constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply.

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

FRANCIS T. UNDERHILL

Charge d'Affaires ad interim

His Excellency
KIM YONG SHIK,
Minister of Foreign Affairs,
Seoul.

The Korean Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS
SEOUL

OBJ-888 SEPTEMBER 7, 1972

EXCELLENCY,

I have the honour to acknowledge the receipt of Your Excellency's note No. 307 dated June 26, 1972, which reads as follows:

"I have the honor to refer to discussions between representatives of our two Governments regarding the loan to the Government of the Republic of Korea of the destroyer USS *Chevalier* (DD-805) and to confirm the following understandings reached between our two Governments on this subject.

1. The Government of the United States will lend to the Government of the Republic of Korea the destroyer USS *Chevalier* (DD-805).

2. The Government of the Republic of Korea will retain possession of, and will use, the vessel subject to the terms and conditions of this note, and of the Mutual Defense Assistance Agreement between our two Governments of January 26, 1950, as supplemented by the exchange of notes dated January 4 and January 7, 1952.

3. The period of the loan for this vessel shall be five years from the date of its delivery to the Government of the Republic of Korea. However, either Government may terminate the loan of the vessel at any time.

4. This vessel will be delivered to the Government of the Republic of Korea at such place and time as may be mutually agreed upon. The delivery shall be evidenced by a delivery certificate. The Government of the Republic of Korea shall have the use of all outfitting equipment, appliances, fuel, spares, and replacement parts on board the vessel at the time of its delivery.

5. Title to the vessel and to the items and appurtenances referred to in paragraph 4 of this note, except fuel, spares, and replacement parts, shall remain in the Government of the United States. The

Government of the Republic of Korea may, however, place the vessel under its flag. The Government of the Republic of Korea shall not, without the prior express written consent of the Government of the United States, relinquish physical possession of the vessel or any such items and appurtenances or disclose any plan, specification or other information pertaining thereto except to authorized officers, employees or agents of the Government of the Republic of Korea. The Government of the Republic of Korea will take such security measures with respect to the equipment on board the vessel as would guarantee the same degree of security and protection as provided by the United States of America.

6. The Government of the Republic of Korea renounces all claims against the Government of the United States arising from the transfer, use, or operation of the vessel and will save the Government of the United States harmless from any such claims asserted by third parties.

7. Upon the expiration or termination of the loan as provided in paragraph 3 of this note, this vessel together with its outfitting equipment, appliances, and available on-board spares and allowances, including replacement parts and fuel, will be returned to the United States at a place and a time specified by the Government of the United States, in substantially the same condition, reasonable wear and tear excepted, as when transferred. Any items and appurtenances on board the vessel at the time of return shall, if they are not already the property of the Government of the United States, become the property of the Government of the United States without compensation.

8. The Government of the Republic of Korea will pay the Government of the United States just and reasonable compensation for damages to, or loss of, the vessel. The Government of the Republic of Korea shall not, however, be liable for damage or loss of the vessel arising out of enemy action sustained while in use in accordance with the provisions of paragraph 2 of this note. Should the vessel sustain damages from any cause, such as in the opinion of the Government of the Republic of Korea renders such vessel a total loss, the Government of the Republic of Korea shall consult with the Government of the United States before declaring said vessel a total loss.

If the foregoing is acceptable to the Government of the Republic of Korea, I have the honor to propose that Your Excellency's reply to that effect and my note shall together constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply."

I have the honour to inform Your Excellency that the proposals contained in your note are acceptable to the Government of the Republic of Korea and to confirm that Your Excellency's note and this note

in reply constitute an agreement between our two Governments on this matter, which shall enter into force as from this date.

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

KIM YONG SHIK

Minister of Foreign Affairs

His Excellency
PHILIP C. HABIB,
Ambassador of the United States of America,
Seoul

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Use by Civil Aircraft of Airfield at Grand Turk Auxiliary Air Base

Agreement effected by exchange of notes Signed at London June 11, 1971; Entered into force June 11, 1971.

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

EMBASSY OF THE UNITED STATES OF AMERICA
LONDON

No. 17 JUNE 11, 1971

EXCELLENCY:

I have the honor to refer to recent discussions between representatives of the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning use by civil aircraft of the airfield at Grand Turk Auxiliary Air Base, located on Grand Turk Island in a defense area described in Annex F to the Agreement between the Government of the United States of America and the Government of the Federation of the West Indies concerning United States Defense Areas in the Federation of the West Indies, signed at Port of Spain on February 10, 1961 [1] (hereinafter referred to as "the 1961 Defense Areas Agreement").

I also have the honor to refer to the arrangements concerning the use by civil aircraft of the airfield at Grand Turk Auxiliary Air Base contained in an exchange of notes of December 6 and 8, 1966 between the Government of the United States and the Government of the United Kingdom, which has not entered into force, and the agreement between the Government of the United States and the Government of the United Kingdom concerning civil air services within the

[1] TIAS 4734; 12 UST 408.

Bahamas, Turks and Caicos Islands and Jamaica effected by an exchange of notes of December 6, 1956 and January 4, 1957.[1]

As a result of these discussions, the Government of the United States proposes that the exchange of notes of December 6 and 8, 1966, the second sentence of Paragraph (3) of Annex F to the 1961 Defense Areas Agreement, and Paragraph 2(2) of the 1957 Agreement concerning civil air services within the Bahamas, Turks and Caicos Islands and Jamaica be superseded by an Agreement in the following terms and that the operation and use of the airfield in question be governed by the following provisions:

1. The airfield on Grand Turk shall be open for regular use by civil aircraft that are equipped with a functioning two-way radio, in accordance with the provisions of this agreement.
2. The United States Air Force may for military, security or safety reasons limit or suspend civil air operations at the airfield. A determination by the United States Air Force that the volume of civil traffic at the airfield is excessive may be the basis for imposing limitations on civil aircraft traffic.
3. Administrative and operational control of the airfield shall be exercised by the United States Air Force authorities except as otherwise specifically provided in this Agreement.
4. Airfield tower control and approach control shall be operated by the United States Air Force. Control of aircraft in the control zone and on the runway or taxiways shall be the responsibility of the control tower. All civil aircraft shall obtain approval to land from the control tower.
5. Meteorological information and aids to navigation which the United States Air Force provides in support of United States Air Force aircraft shall be made available to civil aircraft users.
6. The parking ramp and terminal facility constructed by the Government of the United Kingdom shall be under the administrative and operational control of the appropriate Grand Turk authorities. Civil aircraft using the airfield shall use the Grand Turk parking ramp.
7. Maintenance and repair of the runway and United States Air Force parking ramp shall be the responsibility of the United States Air Force. Maintenance and repair of the Grand Turk taxiway, parking ramp and terminal facilities shall be the responsibility of the appropriate Grand Turk authorities.
8. The appropriate Grand Turk authorities shall be responsible for providing aircraft services, supplies, fuel and maintenance for civil aircraft using the airfield. The United States Air Force shall not be obliged to provide any services, supplies, fuel or maintenance for civil aircraft.
9. Landing fees may be collected by the appropriate Grand Turk authorities for civil aircraft landings. For each civil aircraft landing

[1] TIAS 3727; 8 UST 1.

the appropriate Grand Turk authorities shall pay the United States Air Force Base Commander an amount in United States currency equivalent either to the landing fee prescribed in the Schedule hereto or to one half of the landing fee collected by the Grand Turk authorities, whichever amount is the higher.

10. (A) The Government of the United Kingdom shall, in respect of all claims and liabilities arising out of, or in connection with, the use of the airfield by aircraft other than aircraft owned or operated by or on behalf of the Government of the United States, and subject to the provisions of this paragraph:

(i) release and discharge the Goverment of the United States and authorized personnel from all such liabilities;

(ii) defend, pay, settle, or otherwise indemnify the Government of the United States and authorized personnel against all such liabilities towards, and the costs of defending all such claims by, any third person; and

(iii) pay or settle all substantiated claims and liabilities for death or injury to authorized personnel or for loss of or damage to property of the Government of the United States or of authorized personnel.

(B) Any sum payable by the Government of the United Kingdom under subparagraph (A) (iii) of this paragraph shall be reduced to such extent as is just and equitable having regard to the aggregate share in the responsibility, if any, for the damage which may rest upon the Government of the United States or authorized personnel. In any event, the liability of the Government of the United Kingdom under subparagraph (A) (iii) for loss or damage to the property of the Government of the United States sustained in any one incident shall be limited to three million dollars.

(C) (i) The obligations of the Government of the United Kingdom set forth in subparagraph (A) (ii) of this paragraph shall not arise if such liabilities or claims result from the willful misconduct or solely from the negligence of authorized personnel.

(ii) The obligations of the Government of the United Kingdom under subparagraph (A) (ii) shall not require the payment by it of more than three million dollars for claims and liabilities arising from any one incident.

(D) All claims and liabilities referred to in subparagraph (A) (ii) of this paragraph which, not falling within the provisions of subparagraph (C) (i) of this paragraph, are the responsibility of the Government of the United Kingdom, shall be processed and settled in accordance with the applicable provisions of Turks and Caicos Islands law.

(E) (i) For the purpose of this paragraph, "authorized personnel" means Members of the United States Forces (excluding dependents), United States contractors, and Contractor personnel, as

defined in Article I of the 1961 Defense Areas Agreement. References in Article I to "the Federation" shall, for the purposes of this Agreement, be understood as references to the Turks and Caicos Islands colony.

(ii) With regard to subparagraph (C) (i) of this paragraph, the word "solely" in relation to the negligence of authorized personnel shall not be interpreted so literally as to render the Government of the United Kingdom responsible for liabilities or costs under subparagraph (A) (ii) of this paragraph that were caused in all substantial respects by the initial grave negligence of authorized personnel and only incidentally involved the very minor negligence of a third person.

11. In the event that the Government of the United Kingdom pays or settles any claim under the provisions of subparagraph (A) (iii) of paragraph 10 for loss of or damage to the property of the Government of the United States, the Government of the United States shall subrogate the Government of the United Kingdom in respect of all its rights and remedies against any third person from whose sole or partial negligence such claim arose to the extent of the amount paid by the Government of the United Kingdom to the Government of the United States that is attributable to the negligence of such third person.

12. Any sums of money expressed herein shall be deemed to be United States dollars.

If the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honor to propose that this note and Your Excellency's reply to that effect shall constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply to this note, and shall terminate when the airfield at the Grand Turk Auxiliary Air Base ceases to be a defense area for the purpose of the 1961 Defense Areas Agreement, unless it is terminated earlier by six months' written notice given by either Government to the other of its intention to terminate it.

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

JOSEPH N. GREENE JR

Chargé d'Affaires ad interim

Enclosure:

Schedule of Landing Fees for Civil Aircraft.

The Right Honorable
SIR ALEC DOUGLAS-HOME, M.P.,
Her Majesty's Principal Secretary of State for Foreign and Commonwealth Affairs,
London.

TIAS 7446

SCHEDULE OF LANDING FEES
FOR CIVIL AIRCRAFT

15 cents per 1000 lbs.,
or any portion thereof,
of maximum gross takeoff weight,
with a minimum of $3.00.

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

FOREIGN AND COMMONWEALTH OFFICE SW 1

No. HWT 10/1

11 JUNE 1971

The Honourable
JOSEPH N GREENE JR
etc etc etc
United States Embassy
Grosvenor Square
London W1

SIR

I have the honour to acknowledge receipt of your Note No 17 of the eleventh of June, 1971 which reads as follows: –

"EXCELLENCY:

I have the honor to refer to recent discussions between representatives of the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland concerning use by civil aircraft of the airfield at Grand Turk Auxiliary Air Base, located on Grand Turk Island in a defense area described in Annex F to the Agreement between the Government of the United States of America and the Government of the Federation of the West Indies concerning United States Defense Areas in the Federation of the West Indies, signed at Port of Spain on February 10, 1961 (hereinafter referred to as 'the 1961 Defense Areas Agreement').

I also have the honor to refer to the arrangements concerning the use by civil aircraft of the airfield at Grand Turk Auxiliary Air Base contained in an exchange of notes of December 6 and 8, 1966 between the Government of the United States and the Government of the United Kingdom, which has not entered into force, and the agreement between the Government of the United States and the Government of the United Kingdom concerning civil air services within the Bahamas, Turks and Caicos Islands and Jamaica effected by an exchange of notes of December 6, 1956 and January 4, 1957.

As a result of these discussions, the Government of the United

95-005 O - 73 - 10

States proposes that the exchange of notes of December 6 and 8, 1966, the second sentence of Paragraph (3) of Annex F to the 1961 Defense Areas Agreement, and Paragraph 2(2) of the 1957 Agreement concerning civil air services within the Bahamas, Turks and Caicos Islands and Jamaica be superseded by an Agreement in the following terms and that the operation and use of the airfield in question be governed by the following provisions:

1. The airfield on Grand Turk shall be open for regular use by civil aircraft that are equipped with a functioning two-way radio, in accordance with the provisions of this agreement.
2. The United States Air Force may for military security or safety reasons limit or suspend civil air operations at the airfield. A determination by the United States Air Force that the volume of civil traffic at the airfield is excessive may be the basis for imposing limitations on civil aircraft traffic.
3. Administrative and operational control of the airfield shall be exercised by the United States Air Force authorities except as otherwise specifically provided in this Agreement.
4. Airfield tower control and approach control shall be operated by the United States Air Force. Control of aircraft in the control zone and on the runway or taxiways shall be the responsibility of the control tower. All civil aircraft shall obtain approval to land from the control tower.
5. Meteorological information and aids to navigation which the United States Air Force provides in support of United States Air Force aircraft shall be made available to civil aircraft users.
6. The parking ramp and terminal facility constructed by the Government of the United Kingdom shall be under the administrative and operational control of the appropriate Grand Turk authorities. Civil aircraft using the airfield shall use the Grand Turk parking ramp.
7. Maintenance and repair of the runway and United States Air Force parking ramp shall be the responsibility of the United States Air Force. Maintenance and repair of the Grand Turk taxiway, parking ramp and terminal facilities shall be the responsibility of the appropriate Grand Turk authorities.
8. The appropriate Grand Turk authorities shall be responsible for providing aircraft services, supplies, fuel and maintenance for civil aircraft using the airfield. The United States Air Force shall not be obliged to provide any services, supplies, fuel or maintenance for civil aircraft.
9. Landing fees may be collected by the appropriate Grand Turk authorities for civil aircraft landings. For each civil aircraft landing the appropriate Grand Turk authorities shall pay the United States Air Force Base Commander an amount in United States currency equivalent either to the landing fee prescribed in the Schedule hereto

or to one half of the landing fee collected by the Grand Turk authorities, whichever amount is the higher.

10. (A) The Government of the United Kingdom shall, in respect of all claims and liabilities arising out of, or in connection with, the use of the airfield by aircraft other than aircraft owned or operated by or on behalf of the Government of the United States, and subject to the provisions of this paragraph:

(i) release and discharge the Government of the United States and authorised personnel from all such liabilities;

(ii) defend, pay, settle, or otherwise indemnify the Government of the United States and authorised personnel against all such liabilities towards, and the costs of defending all such claims by, any third person; and

(iii) pay or settle all substantiated claims and liabilities for death or injury to authorised personnel or for loss of or damage to property of the Government of the United States or of authorised personnel

(B) Any sum payable by the Government of the United Kingdom under subparagraph (A)(iii) of this paragraph shall be reduced to such extent as is just and equitable having regard to the aggregate share in the responsibility, if any, for the damage which may rest upon the Government of the United States or authorised personnel. In any event, the liability of the Government of the United Kingdom under subparagraph (A)(iii) for loss or damage to the property of the Government of the United States sustained in any one incident shall be limited to three million dollars.

(C) (i) The obligations of the Government of the United Kingdom set forth in subparagraph (A)(ii) of this paragraph shall not arise if such liabilities or claims result from the willfull misconduct or solely from the negligence of authorised personnel.

(ii) The obligations of the Government of the United Kingdom under subparagraph (A)(ii) shall not require the payment by it of more than three million dollars for claims and liabilities arising from any one incident.

(D) All claims and liabilities referred to in subparagraph (A)(ii) of this paragraph which, not falling within the provisions of subparagraph (C)(i) of this paragraph, are the responsibility of the Government of the United Kingdom, shall be processed and settled in accordance with the applicable provisions of Turks and Caicos Islands law.

(E) (i) For the purpose of this paragraph, 'authorised personnel' means Members of the United States Forces (excluding dependents), United States contractors, and Contractor personnel, as defined in Article I of the 1961 Defense Areas Agree-

ment. References in Article I to 'the Federation' shall, for the purposes of this Agreement, be understood as references to the Turks and Caicos Islands colony.

(ii) With regard to subparagraph (C) (i) of this paragraph the word 'solely' in relation to the negligence of authorised personnel shall not be interpreted so literally as to render the Government of the United Kingdom responsible for liabilities or costs under subparagraph (A) (ii) of this paragraph that were caused in all substantial respects by the initial grave negligence of authorised personnel and only incidentally involved the very minor negligence of a third person.

11. In the event that the Government of the United Kingdom pays or settles any claim under the provisions of subparagraph (A) (iii) of paragraph 10 for loss of or damage to the property of the Government of the United States, the Government of the United States shall subrogate the Government of the United Kingdom in respect of all its rights and remedies against any third person from whose sole or partial negligence such claim arose to the extent of the amount paid by the Government of the United Kingdom to the Government of the United States that is attributable to the negligence of such third person.

12. Any sums of money expressed herein shall be deemed to be United States dollars.

If the foregoing proposals are acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, I have the honor to propose that this note and Your Excellency's reply to that effect shall constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply to this note, and shall terminate when the airfield at the Grand Turk Auxiliary Air Base ceases to be a defense area for the purpose of the 1961 Defense Areas Agreement, unless it is terminated earlier by six months' written notice given by either Government to the other of its intention to terminate it.

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

In reply I have the honour to inform you that the foregoing proposal is acceptable to the Government of the United Kingdom of Great Britain and Northern Ireland, who therefore agree that your Note, together with the Schedule annexed thereto and the present reply shall constitute an Agreement between the two Governments which shall enter into force on this day's date.

I have the honour to be
With the highest consideration
Your obedient Servant

(for the Secretary of State)

R. N. POSNETT

SCHEDULE OF LANDING FEES
FOR CIVIL AIRCRAFT

15 cents per 1000 lbs.,
or any portion thereof,
of maximum gross takeoff weight,
with a minimum of $3.00.

BRITISH HONDURAS

Prevention of Foot-and-Mouth Disease and Rinderpest

Agreement effected by exchange of notes
Signed at Belize and Belmopan September 6 and 12, 1972;
Entered into force September 12, 1972.
With cooperative agreement between the United States Department of Agriculture and the British Honduran Ministry of Agriculture, Lands and Cooperatives
Signed at Washington and Belize August 22 and September 6, 1972.

The American Consul General to the British Honduran Premier

No. 1 BELIZE, *September 6, 1972*

SIR:

I have the honor to refer to recent conversations between representatives of the Government of British Honduras (Belize) and the Government of the United States of America leading to the conclusion of a cooperative agreement between the Ministry of Agriculture, Lands and Cooperatives of Belize and the United States Department of Agriculture for the detection, control, and eradication of Foot-and-Mouth Disease and other tropical animal diseases. This cooperative agreement has now been signed by the appropriate officials of the two government entities concerned.

I have the further honor to propose that if the understandings contained in the cooperative agreement are acceptable to your Government, this note and your Government's reply note concurring therein shall constitute the conclusion of the agreement between our two Governments which shall enter into force on the date of your Government's note.

Accept, Sir, the assurances of my highest consideration.

CHARLES P. TORREY

The Honorable
GEORGE C. PRICE,
Premier,
Belmopan.

The British Honduran Premier to the American Consul General

OFFICE OF THE PREMIER,
BELMOPAN,
CAYO DISTRICT, BELIZE,
CENTRAL AMERICA.

12th SEPTEMBER, 1972

DEAR SIR,

With reference to your note of 6th September regarding the conclusions of an agreement between our Ministry of Agriculture, Lands and Co-operatives and the United States Department of Agriculture, Animal and Plant Health Inspection Service, I confirm that the understandings contained in the co-operative agreement under reference are acceptable to my Government.

Yours faithfully,

GEORGE PRICE

George Price
Premier

MR. CHARLES P. TORREY,
United States Consul General,
29 Gabourel Lane,
Belize City.

COOPERATIVE AGREEMENT BETWEEN THE GOVERNMENT OF BRITISH HONDURAS (HEREINAFTER REFERRED TO AS BELIZE) THROUGH THE MINISTRY OF AGRICULTURE, LANDS AND COOPERATIVES AND THE UNITED STATES DEPARTMENT OF AGRICULTURE, ANIMAL AND PLANT HEALTH INSPECTION SERVICE

The object of this Agreement is to establish a cooperative program in Belize to prevent the entrance into Belize of foot-and-mouth disease and rinderpest; to quickly detect the diseases should they gain entrance; and to provide for their eradication should outbreaks occur.

The Ministry of Agriculture, Belize, through its Livestock Division, and the United States Department of Agriculture, through its Animal and Plant Health Inspection Service, shall accomplish this Agreement in accordance with applicable law. Public Law 92–152 (21 U.S.C. 114b) authorizes the Secretary of Agriculture of the United States to cooperate with the Governments of Mexico, Panama, Guatemala, El Salvador, Costa Rica, Honduras, Nicaragua, British Honduras, Colombia, and Canada in the prevention, control, and eradication of

foot-and-mouth disease, rinderpest, and other communicable diseases of animals.

Under the authority of Public Law 92–152, the Animal and Plant Health Inspection Service will conduct cooperative work with the Ministry of Agriculture, Belize. The Government of Belize shall, subject to the availability of appropriations, annually provide funds to enable the Ministry of Agriculture, Belize, to carry out its part of the Agreement. The United States Department of Agriculture through the Animal and Plant Health Inspection Service, and subject to the availability of appropriations, shall annually provide funds to enable carrying out its portion of the Agreement.

General Organization and Functions

1. There is established a Cooperative Agreement between the Ministry of Agriculture, Belize, and the Department of Agriculture of the United States for the prevention of foot-and-mouth disease and rinderpest in Belize.

2. The Ministry of Agriculture, Belize, will provide the services of such veterinary staff as appropriations, staffing, and the situation dictate, to the cooperative activities in Belize under this Agreement. The Department of Agriculture of the United States, subject to the availability of appropriations, will provide the services of at least one veterinarian who will be assigned exclusively to the cooperative program to prevent foot-and-mouth disease and rinderpest under P.L. 92–152. The United States veterinarian will divide his time between Belize and the other countries cooperating in the program. The field work in Belize will be conducted by the veterinary team or teams consisting of one veterinarian from Belize and one United States veterinarian. The selection of the veterinarians assigned to work in the cooperative program in Belize will be subject to mutual approval of the Ministry of Agriculture, Belize, and the United States Animal and Plant Health Inspection Service.

Cooperative activities will include:

A. Continuing surveillance for vesticular diseases and rinderpest;

B. Investigating reports of vesicular diseases and rinderpest;

C. Collecting diagnostic materials for laboratory examination. (Diagnostic materials from animals suspected of having foot-and-mouth disease or rinderpest shall be submitted for examination to a jointly recognized laboratory.);

D. Participating in organizing livestock owners into vigilance committees to report evidence of vesicular diseases and rinderpest;

E. Developing practical plans for the immediate eradication of foot-and-mouth disease and rinderpest;

F. Training of Belizean veterinarians and others in the practical application of foot-and-mouth disease and rinderpest eradication plans;

G. Developing and distributing informational material to inform livestock owners about foot-and-mouth disease and rinderpest;

H. Providing technical assistance and advice to promote effective legislation in Belize that will allow Belize to act promptly to eradicate foot-and-mouth disease and rinderpest;

I. Assisting in developing or improving import procedures for Belize; however United States representatives will limit their assistance to technical advice in formulating and improving laws, regulations, and procedures for the importation of animals, animal byproducts, and associated materials;

J. Conducting other appropriate activities associated with foot-and-mouth disease and rinderpest prevention in Belize, such as assessing, revising and evaluating periodically any prevention program for these diseases which may be put into effect by the Ministry of Agriculture, Belize.

3. Salaries and expenses for personnel employed by the Government of Belize and assigned to work on the cooperative program will be paid by the Government of Belize. Salaries and expenses for personnel employed by the U.S. Department of Agriculture and assigned to work on the cooperative program will be paid by the U.S. Department of Agriculture.

4. The Ministry of Agriculture, Belize, and the U.S. Animal and Plant Health Inspection Service will arrange for the appointment of an advisory committee consisting of such persons as they may deem appropriate. The advisory committee will provide advice in formulating and improving laws, regulations, and procedures to prevent the entrance into Belize of foot-and-mouth disease and rinderpest; to quickly detect the diseases should they gain entrance; and to provide for their eradication should outbreaks occur.

5. The Government of Belize will pay all expenses which may be incurred for quarantine, patrol, and other enforcement duties as may be required.

6. The Ministry of Agriculture, Belize, will furnish adequate clerical assistance and adequate office and other space, to personnel of the Ministry of Agriculture of Belize and of the U.S. Department of Agriculture for administrative work under this Agreement.

7. The Government of Belize will facilitate the entry into, exit from, and travel within Belize by United States personnel participating in the cooperative program.

8. Officials and employees of the United States Department of Agriculture participating in the cooperative program will enjoy the privileges and immunities accorded to diplomatic personnel of the Consulate General of the United States of America in Belize in respect to immunity from the criminal jurisdiction of Belize. Such officials

and employees will enjoy immunity from the civil and administrative jurisdiction of Belize in respect to acts performed in the exercise of their functions under this Agreement.

9. The Government of Belize will permit the duty-free entry and the disposal of personal effects, household goods and vehicles of United States personnel participating in the cooperative program and of their immediate household in accordance with the same practices and regulations as are applied by the Government of Belize to diplomatic personnel of the United States Consulate General in Belize.

10. Salaries and income derived from sources outside of Belize by United States personnel participating in the cooperative program will not be subject to Belize taxes.

11. Belize will provide for duty-free entry and export of materials such as equipment and supplies needed to conduct the necessary activities under the cooperative program. Equipment purchased by each participating country will remain the property of the country that purchased the equipment.

12. The Government of Belize will provide free mailing privileges for correspondence and literature issued under the cooperative program.

13. Communications, regulations, and instructions pertaining to operations under this Agreement shall be issued jointly by the Ministry of Agriculture, Belize, and the U.S. Department of Agriculture's Animal and Plant Health Inspection Service.

14. Neither Belize nor the United States will carry out studies or experiments with foot-and-mouth disease or rinderpest virus in Belize.

15. The Government of Belize agrees to actively seek whatever legislation is necessary to develop (a) an effective foot-and-mouth disease and rinderpest prevention program, and (b) an effective eradication program should foot-and-mouth disease or rinderpest occur.

16. The Government of Belize agrees to actively seek cooperation from individuals and organizations such as livestock breeders, livestock organizations, Ministry of Home Affairs and other Government and private individuals and organizations in order to more effectively accomplish the object of this Agreement.

17. This Agreement may be amended to provide for joint action in the prevention, control, and eradication of specific communicable diseases other than foot-and-mouth disease and rinderpest by an exchange of correspondence between the Ministers or Secretaries of Agriculture of the two countries. Such an amendment shall be confirmed by an exchange of diplomatic notes between the two Governments. This Agreement may be amended in other matters by an exchange of correspondence between the Ministers or Secretaries of Agriculture of the two countries, confirmed by an exchange of diplomatic notes between the two Governments.

18. This Agreement shall remain in force until 120 days after either Government shall have given written notice to the other of a desire to terminate the Agreement.

19. This Agreement shall come into force on the date upon which notes are exchanged between the two Governments confirming its provisions.

September 6, 1972
Date

FRED HUNTER
Frederick H. Hunter
Minister of Agriculture, Lands and Cooperatives of Belize

August 22, 1972
Date

RICHARD E. LYNG
Acting Secretary
(Signature and Title)
United States Department of Agriculture

NORWAY

Mutual Defense Assistance

Agreement amending annex C to the agreement of January 27, 1950.
Effected by exchange of notes
Dated at Oslo September 12 and 14, 1972;
Entered into force September 14, 1972.

The American Embassy to the Norwegian Ministry of Foreign Affairs

67.

The Embassy of the United States of America presents its compliments to the Royal Norwegian Ministry of Foreign Affairs and, with references to Paragraph 1, Article IV of the Mutual Defense Assistance Agreement between the United States and Norway signed at Washington on January 27, 1950,[1] has the honor to state for the information of the Ministry that the minimum amount of Norwegian Kroner necessary during the United States Government's fiscal year 1973 (July 1, 1972–June 30, 1973) for the administrative expenditures of the United States Embassy at Oslo in connection with the carrying out of the Agreement, including those of related training in Norway, has been estimated to be Norwegian Kroner 946,931.

The Embassy also has the honor to state for the information of the Ministry that the Norwegian Government contributed Norwegian Kroner 1,317,364.00 for the United States Government's fiscal year 1972 expenses. Included in this amount was the United States Government's shortfall of 317,647 Norwegian Kroner for fiscal year 1971.

The Embassy proposes that, in accordance with the previous practice, Annex C of the Bilateral Agreement be amended to read as follows

"In implementation of paragraph (1) of Article IV of the Mutual Defense Agreement between the Government of the United States of America and Norway, the Government of Norway will deposit Norwegian Kroner at such times as requested in an account desig-

[1] TIAS 2016, 7237, 1 UST 108, 22 UST 2043.

nated by the United States Embassy at Oslo, not to exceed in total Norwegian Kroner 946,931.00 for its use on behalf of the Government of the United States of America for Administrative expenditures within Norway in connection with carrying out that Agreement for the period ending June 30, 1973."

It is suggested that, if acceptable to the Norwegian Government, this Note and the Ministry's reply together shall constitute an amendment to Annex C of the Mutual Defense Assistance Agreement between the United States of America and Norway, signed at Washington, D.C. on January 27, 1950.

J R. Y

EMBASSY OF THE UNITED STATES OF AMERICA
OSLO, *September 12, 1972*

The Norwegian Ministry of Foreign Affairs to the American Embassy

MINISTÈRE ROYAL
DES
AFFAIRES ETRANGÈRES

J.no. 1153/72 V

The Royal Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and has the honour to acknowledge receipt of the Embassy's Note No. 67 of September 12, 1972, regarding the payment of administrative expenditures of the Embassy in connection with the carrying out of the Mutual Defence Assistance Agreement between Norway and the United States, signed at Washington on January 27, 1950.

The Ministry has the honour to state that the Norwegian Government agrees to the Proposal made in the Embassy's Note to the effect that Annex C of the Bilateral Agreement be amended to read as follows

"In implementation of paragraph (1) of Article IV of the Mutual Defence Agreement between the Government of the United States of America and Norway, the Government of Norway will deposit Norwegian Kroner at such times as requested in an account designated by the United States Embassy at Oslo, not to exceed in total Norwegian Kroner 946,931.00 for its use on behalf of the Government of the United States of America for Administrative expenditures within Norway in connection with carrying out that Agreement for the period ending June 30, 1973."

The Ministry agrees that the Embassy's Note of September 12, 1972, together with this reply constitute an amendment to Annex C of the Mutual Defence Assistance Agreement between Norway and the United States of America, signed at Washington, D.C., on January 27, 1950.

OSLO, *September 14, 1972.*

[SEAL]

THE EMBASSY OF THE UNITED STATES OF AMERICA
OSLO

PAKISTAN

Finance: Debt Rescheduling Under Certain Agricultural Commodity and Credit and Loan Agreements

Agreements signed at Washington September 20, 1972;
Entered into force September 20, 1972.
With related letter.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PAKISTAN REGARDING THE CONSOLIDATION AND RESCHEDULING OF PAYMENTS UNDER PL-480 TITLE I AGRICULTURAL COMMODITY AGREEMENTS

1. Reference is made to the Agreements [1] between the Government of the United States of America and the Government of Pakistan identified in Annex A attached to this Agreement and hereinafter referred to as the "PL-480 Agreements". Reference is made also to the Agreed Minute signed in Paris on May 26, 1972 [2] and to the Agreement signed in Washington on September 20, 1972, [3] wherein agreement was reached on the consolidation and rescheduling of repayments under the PL-480 Agreements.

2. In accordance with the Agreed Minute dated May 26, 1972 and the Agreement dated September 20, 1972, cited above, it is agreed that dollar payment obligations due and unpaid under the PL-480 Agreements during the period May 1, 1971 through June 30, 1973, shall be consolidated and repaid as follows:

a. Interest in the amount of $3,118,623.41, as listed in Annex B, shall be termed hereafter as the Consolidated Debt and shall be paid in four equal semi-annual installments on January 1 and July 1 of the years 1976 and 1977.

b. Consolidation interest, which is the interest on the outstanding balance of the Consolidated Debt, shall accrue at the rate of 6 percent per annum beginning July 1, 1973. Consolidation Interest shall be due and payable on January 1 and July 1 of each of the years 1974

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[1] For citations, see annex A, p. 2603.
[2] Not printed.
[3] See p. 2606.
[Footnotes added by the Department of State.]

through 1977, with the first payment due January 1, 1974. Consolidation Interest shall be computed on a 365-day-year basis for the actual number of days that the Consolidated Debt is outstanding.

c. Additional interest at the same rates as Consolidation Interest shall accrue on any past due payment of Consolidation Interest.

3. Principal and interest falling due on or after June 30, 1973, under the PL–480 Agreements shall be paid in accordance with the terms and conditions of the PL–480 Agreements.

4. Annex C of this Agreement sets forth the payment schedule resulting from this Agreement.

5. To the extent not amended herein, the terms and conditions of the PL–480 Agreements shall remain in full force and effect.

6. Done at Washington in duplicate this 20th day of September, 1972.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WILLIS C. ARMSTRONG

FOR THE GOVERNMENT OF PAKISTAN:

S M KHAN

PAKISTAN—PL-480 TITLE I ANNEX A
AGREEMENT IDENTIFICATION

Treasury Number	Date of Agreement	Obligor	Purpose	Original Credit Terms
67-0038	8- 3-67 [1]	Government of Pakistan	Sale of Agricultural Commodities	31 annual payments; first payment due December 23, 1977 on 1967 deliveries; first payment due June 20, 1978, on 1968 deliveries; interest 1% for ten years, 2½% thereafter.
67-0511	12-26-67 [2]	"	"	31 annual payments; first payment due June 23, 1978; interest 1% for 10 years, 2½% thereafter.
68-0022	5-16-68 [3]	"	"	31 annual payments; first payment due December 6, 1978, on 1968 deliveries; first payment due March 19, 1979, on 1969 deliveries; interest 2% for 10 years, 2½% thereafter.
69-0027	7- 3-69 [4]	"	"	31 annual payments; first payment due December 9, 1979; interest 2% for 10 years, 3% thereafter.
69-0026	10- 3-69 [5]	"	"	31 annual payments; first payment due June 30, 1980; interest 2% for 10 years, 3% thereafter.
70-0001	1-10-70 [6]	"	"	31 annual payments; first payment due December 31, 1979, on 1969 deliveries; first payment due June 29, 1980, for 1970 deliveries; interest 2% for 10 years, 3% thereafter.
70-0024	11-25-70 [7]	"	"	31 annual payments; first payment due December 31, 1980, on 1970 deliveries; first payment due October 2, 1981, on 1971 deliveries; first payment due between May 16, 1982, and June 30, 1982, on 1972 deliveries; interest 2% for 10 years, 3% thereafter.
—	3-18-72 [8]	"	"	31 annual payments; first payment due between May 25, 1982, and June 30, 1982, on 1972 deliveries; interest 2% for 10 years, 3% thereafter.

[1] TIAS 6320; 18 UST 1757.
[2] TIAS 6422; 18 UST 3275.
[3] TIAS 6496; 19 UST 4915.
[4] TIAS 6765; 20 UST 2878.
[5] TIAS 6807; 20 UST 4111.
[6] TIAS 6821; 21 UST 375.
[7] TIAS 7087; 22 UST 484.
[8] TIAS 7357; 23 UST 912.

[Footnotes added by the Department of State.]

ANNEX B

PAKISTAN—PL-480 TITLE I
MATURITIES SUBJECT TO RESCHEDULING

Date of Agreement	Principal	Interest [1]	Total
	Due and Unpaid through June 30, 1973 (In dollars)		
8- 3-67	$-0-	$ 250, 457. 64	$ 250, 457. 64
12-26-67	-0-	96, 258. 66	96, 258. 66
5-16-68	-0-	114, 121. 68	114, 121. 68
7- 3-69	-0-	133, 421. 27	133, 421. 27
10- 3-69	-0-	256, 491. 27	256, 491. 27
1-10-70	-0-	620, 932. 18	620, 932. 18
11-25-70	-0-	1, 321, 177. 97	1, 321, 177. 97
3-18-72	-0-	325, 762. 74	325, 762. 74
	$-0-	$3, 118, 623. 41	$3, 118, 623. 41

[1] Includes interest on unpaid installments from due date to June 30, 1973. Based on amounts recorded by USDA (CCC) thru June 30, 1972. Amounts subject to change based on unrecorded deliveries.

PAKISTAN ANNEX C

REVISED SCHEDULE OF PAYMENTS RESULTING FROM RESCHEDULING OF DEBT OWED UNDER PL-480 TITLE I AGREEMENTS

(In Dollars)

	Repayments of Consolidated Debt		Payment Due for Consolidated Interest at 6.0% Per Annum on Bal. of Consolidated Debt in Column 2	Payment of Current Maturities		Total Payments (Columns 1+3+4+5)
	Amount Due	Balance		Principal	Interest	
	(1)	(2)	(3)	(4)	(5)	(6)
1973						
July–Dec.[1]	—	$3, 118, 623. 41	—	—	$1, 740, 156. 62	$1, 740, 156. 62
1974						
Jan. 1	—	"	$93, 558. 70	—	—	93, 558. 70
Jan.–June [2]	—	"	—	—	1, 301, 057. 67	1, 301, 057. 67
July 1	—	"	93, 558. 70	—	—	93, 558. 70
July–Dec.[1]	—	"	—	—	1, 740, 156. 62	1, 740, 156. 62
1975						
Jan. 1	—	"	93, 558. 70	—	—	93, 558. 70
Jan.–June [2]	—	"	—	—	1, 301, 057. 67	1, 301, 057. 67
July 1	—	"	93, 558. 70	—	—	93, 558. 70
July–Dec.[1]	—	"	—	—	1, 740, 156. 62	1, 740, 156. 62
1976						
Jan. 1	$779, 655. 85	2, 338, 967. 56	93, 558. 70	—	—	873, 214. 55
Jan.–June [2]	—	—	—	—	1, 301, 057. 67	1, 301, 057. 67
July 1	779, 655. 85	1, 559, 311. 71	70, 169. 03	—	—	849, 824. 88
July–Dec.[1]	—	—	—	—	1, 740, 156. 62	1, 740, 156. 62
1977						
Jan. 1	779, 655. 85	779, 655. 86	46, 779. 35	—	—	826, 435. 20
Jan.–June [2]	—	—	—	—	1, 301, 057. 67	1, 301, 057. 67
July 1	779, 655. 86	—	23, 389. 68	—	—	803, 045. 54
GRAND TOTAL	$3, 118, 623. 41	—	$608, 131. 56	—	$12, 164, 857. 16	$15, 891, 612. 13

[1] Due dates on current maturities: October 2, December 6, December 9, December 23 and December 31.
[2] Due dates on current maturities: March 19, June 28, June 29 and June 30.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PAKISTAN REGARDING THE CONSOLIDATION AND RESCHEDULING OF CERTAIN DEBTS OWED TO THE UNITED STATES GOVERNMENT AND ITS AGENCIES

The Government of the United States of America and the Government of Pakistan agree as follows:

Article I

Application of the Agreement

1. Pursuant to the provisions of the Agreed Minute reached in Paris on May 26, 1972, between representatives of Pakistan and of the member countries of the Pakistan Consortium, the Government of the United States of America and the Government of Pakistan agree to reschedule certain dollar obligations due and unpaid to the United States Government and its agencies as of June 30, 1972, or falling due between July 1, 1972, and June 30, 1973, under the agreements listed in Annex A, as provided in this Agreement.

2. This Agreement shall be implemented by separate bilateral agreements between the Government of Pakistan and the Agency for International Development, the Export-Import Bank of the United States, and the United States Government under PL–480 Title I Agreements. In the case of the Commodity Credit Corporation, implementation will be effected by acceptance of amendments to the underlying letters of credit, under the Export Credit Sales Program (GSM–4).

3. The amounts to be rescheduled under the terms and conditions of this Agreement will be not less than the estimated share of the United States of $50,092,000, as indicated in Annex A of the Agreed Minute reached in Paris on May 26, 1972. The estimated amounts available for rescheduling are listed in Annex B to this Agreement. These amounts will be subject to modification to reflect unrecorded deliveries, cancellations, actual rates of disbursement, refunds and any other adjustments.

Article II

Definitions

For purposes of this Agreement:

1. The term "Original Agreements" shall refer to the agreements concluded between the Government of Pakistan and its agencies, instrumentalities, citizens, and residents and the Government of the

United States of America or its agencies which are listed in Annex A

2. The term "Past Due Debt" shall refer to that portion of principal and interest due and payable to the Government of the United States of America or its agencies between May 1, 1971, and June 30, 1972, under the Original Agreements which has not been paid.

3. The term "Deferred Debt" shall refer to that portion of principal and interest falling due between July 1, 1972, and June 30, 1973, under the Original Agreements.

4. The term "Consolidated Debt" shall refer to the sum of the Past Due Debt and the Deferred Debt.

5. The term "Consolidation Period" shall refer to the period May 1, 1971, to June 30, 1973, inclusive.

6. The term "Consolidation Interest" shall refer to interest accruing and payable on the Consolidated Debt after June 30, 1973.

Article III

Terms and Conditions of Payment

1. The Government of Pakistan agrees to repay the Consolidated Debt owed to the Government of the United States of America or its agencies according to the following terms and conditions:

(a) The Consolidated Debt owed to the Agency for International Development shall be repaid in six equal semiannual installments for each loan during the period commencing on July 1, 1974, and terminating on June 30, 1977, on the payment dates presently prescribed in each of the Original Agreements.

(b) The Consolidated Debt owed to the Export-Import Bank of the United States shall be repaid in six equal semiannual installments on July 15 and January 15 of each year commencing July 15, 1974.

(c) The Consolidated Debt owed to the United States Government for PL-480 Title I Agreements shall be repaid in four equal semiannual installments on January 1 and July 1 of each year commencing on January 1, 1976.

(d) The deferred payment of principal owed to the Commodity Credit Corporation under GSM-4 shall be repaid in January 1975 in accordance with the provisions of the underlying letters of credit as amended and accepted by the Commodity Credit Corporation and recorded in Annex D to this Agreement. Contractual interest accruing during the Consolidation Period shall be paid in accordance with the provisions of the underlying letters of credit and shall not be deferred.

(e) The Consolidation Interest rate shall not exceed a weighted average for the United States Government and its agencies of 5 percent per annum on the outstanding balance of the Consolidated Debt owed to the United States Government and its agencies.

(f) The Consolidation Interest rate for the Agency for International Development shall be the rate provided for in each of the

Original Agreements. Consolidation Interest shall be payable on the payment dates presently prescribed in each of the Original Agreements.

(g) The Consolidation Interest rate shall be 6 percent per annum on the outstanding balance of the Consolidated Debt owed to the Export-Import Bank of the United States and the United States Government under PL–480 Title I Agreements, and 6.125 percent on the outstanding balance of deferred payments of principal owed to the Commodity Credit Corporation under GSM–4. Consolidation Interest shall begin to accrue on July 1, 1973, and shall be payable according to the following schedules.

—To the Export-Import Bank of the United States in semiannual payments on July 15 and January 15 of each year commencing on January 15, 1974.

—To the United States Government under PL–480 Title I Agreements in semiannual payments on January 1 and July 1 of each of the years 1974 to 1977, inclusive, with the first payment due January 1, 1974.

—To the Commodity Credit Corporation under GSM–4, in accordance with the terms of the underlying letters of credit as amended, with the first payments falling due in January, 1974, and the final payments falling due in January 1975.

(h) Additional interest at the same rates as Consolidation Interest shall accrue on any past due payment of Consolidation Interest owed to the Government of the United States of America or its agencies.

2. A summary schedule of estimated repayments of Consolidated Debt and Consolidation Interest is attached as Annex C to this Agreement.

3. The Government of Pakistan agrees to resume and to allow resumption of payments of principal and interest due after June 30, 1973, on credits and loans listed in Annex A in accordance with the terms and conditions of the Original Agreements, and to resume or continue payments of principal and interest due and payable under agreements with the Government of the United States of America or its agencies not included in Annex A according to the terms of those agreements.

Article V

General Provisions

1. The Government of Pakistan agrees to withdraw its temporary suspension of conversion in connection with certain maturities which has been in effect since May 1, 1971.

2. The Government of Pakistan agrees to grant the Government of the United States of America and its agencies treatment no less favorable than that which may be accorded to any other creditor country for the consolidation of comparable debts.

3. The Government of Pakistan agrees to maintain the free transferability of payments relating to the debts covered by this Agreement.

4. It is agreed that to the extent not amended pursuant to this Agreement, the terms and conditions of the Original Agreements shall remain in full force and effect.

ARTICLE VI

Entry into Force

This Agreement shall enter into effect as of the day and year when:

(a) it has been signed in duplicate by representatives of the Government of the United States of America and the Government of Pakistan;

(b) the bilateral agreements provided for in Article I, paragraph 2, of this Agreement have been signed by the Government of the United States of America and its agencies and the Government of Pakistan. [1]

Done at Washington in duplicate this 20th day of September, 1972.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

WILLIS C. ARMSTRONG

FOR THE GOVERNMENT OF PAKISTAN:

S M KHAN

[1] Sept. 20, 1972.

PAKISTAN—AGENCY FOR INTERNATIONAL DEVELOPMENT

LIST OF LOANS RESCHEDULED

ANNEX A

PAGE #1

Aid Loan Number	Date of Agreement	Title	Interest Rate Grace	Interest Rate Amort.	Grace Period Years	Repayment Period Years	Initial Amort. Date
391-A-032	06-17-66	PICIC-Third Loan	1	2½	10	30	01-06-76
391-B-001	09-17-52	Commodity Assistance	2½	2½	3	42	09-15-58
391-H-039	05-11-62	Iron and Steel Imports	¾	¾	10	30	06-14-72
391-H-042	11-02-62	Karachi Elec. Supply Corp., LTD.	¾	3½	10	30	05-15-73
391-H-043	10-22-62	East Pakistan Power Distribution	¾	¾	10	30	04-11-73
391-H-045	09-10-62	Fourth Railway Project	¾	¾	10	30	10-18-72
391-H-046	08-31-62	General Commodities Imports	¾	¾	10	30	10-29-72
391-H-052	10-23-63	Sawmill & Timber Extraction Project	¾	¾	10	30	05-15-74
391-H-053	02-28-63	Malaria Eradication Program	¾	¾	10	30	06-28-73
391-H-054	03-22-63	Airport & Airways Equipment Project	¾	¾	10	30	08-05-74
391-H-055	03-22-63	Salin Cont. & Reclam Project	¾	¾	10	30	03-23-74
391-H-056	03-27-63	General Commodities	¾	¾	10	30	05-23-73
391-H-057	03-22-63	Chalna Anchorage Project	¾	¾	10	30	09-30-74
391-H-058	03-27-63	Feasibility Sectoral Studies	¾	¾	10	30	06-15-74
391-H-059	08-15-63	Coastal Embankment Project	¾	¾	10	30	04-21-74
391-H-060	01-31-64	Operation of Salinity Control & Reclam.	¾	¾	10	30	09-23-75
391-H-062	08-15-63	General Consultants	¾	¾	10	30	10-26-74
391-H-066	09-28-63	General Commodities III	¾	¾	10	30	12-02-73
391-H-068	12-09-63	Gen. Adv. Serv. in Pub. Health Eng.	¾	¾	10	30	08-11-74
391-H-069	11-20-63	Gen. Invest. & Const. Service Project	¾	¾	10	30	09-28-74
391-H-070	11-20-63	Fifth Railways Project	¾	¾	10	30	11-25-74
391-H-071	10-23-63	Telecommunications Facilities	¾	¾	10	30	05-24-75
391-H-072	12-09-63	Machinery Pool Organ.	¾	¾	10	30	04-02-75
391-H-073	11-20-63	Mechanical Equipment Organization	¾	¾	10	30	08-05-75
391-H-078	07-16-64	Sui Gas Transmission	¾	2	10	30	01-25-75
391-H-079	09-17-64	West Pakistan Public Health Engineering	¾	2	10	30	12-28-75
391-H-080	07-13-64	General Commodities IV	¾	2	10	30	07-31-74
391-H-081	09-04-64	Karnafuli Third Unit	¾	2	10	30	01-15-78

PAKISTAN—AGENCY FOR INTERNATIONAL DEVELOPMENT
LIST OF LOANS RESCHEDULED

ANNEX A
PAGE #2

Aid Loan Number	Date of Agreement	Title	Interest Rate Grace	Interest Rate Amort.	Grace Period Years	Repayment Period Years	Initial Amort. Date
391-H-081A	12-01-67	Karnafuli Third Unit	1	2½	10	30	10-08-81
391-H-082	08-28-64	Siddhirganj Thermal Plant	¾	2	10	30	04-21-76
391-H-083	07-10-64	Lyallpur Power Station	¾	2	10	30	03-17-75
391-H-084	02-25-65	Malaria Eradication (2ND)	¾	2	10	30	06-09-75
391-H-085	04-23-65	Pakistan Western Railway I	¾	2	10	30	04-20-76
391-H-086	10-16-64	K.E.S.C. Distribution	¾	2	10	30	05-10-75
391-H-087	12-30-66	Scarp-2-B	¾	2	10	30	03-25-78
391-H-088	12-09-64	Machinery Pool Organization II	¾	2	10	30	06-23-76
391-H-089	04-16-65	Pakistan Eastern Railway-I	¾	2	10	30	10-05-75
391-H-090	12-30-64	WPWAPDA Power Distribution	¾	2	10	30	12-20-75
391-H-091	09-17-64	East Pakistan Transmission Lines	¾	2	10	30	01-08-79
391-H-092	01-11-65	Dacca-Apicha Road	¾	2	10	30	06-22-75
391-H-094	10-14-64	Chittagong Port	¾	2	10	30	01-27-76
391-H-096	12-21-64	General Commodities-V	¾	2	10	30	01-14-75
391-H-102	01-19-66	Mangla Dam Transmission Lines	1	2½	10	30	12-06-76
391-H-103	05-04-66	Lahore-Multan Road	1	2½	10	30	01-24-78
391-H-104	02-21-66	Sui Gas Transmission (4th)	1	2½	10	30	09-13-76
391-H-106	01-22-66	Pakistan Western Railway Diesel Locom.	1	2½	10	30	03-13-77
391-H-107	06-27-66	Gen. Invest. & Consulting Services	1	2½	10	30	03-20-77
391-H-115	05-04-66	Commodity Loan-FY 1966	1	2½	10	30	08-05-76
391-H-117	08-17-66	Commodity Loan-FY 1967	1	2½	10	30	11-15-76
391-H-121	03-09-67	Commodity Loan-FY 1967 (2ND)	1	2½	10	30	08-28-77
391-H-124	02-08-68	East Pakistan Water & Power Develop.	1	2½	10	30	06-27-78
391-H-126	02-09-68	Second Mangla Dam Transmission Lines	1	2½	10	30	01-27-79
391-H-127	10-20-67	Fertilizer Loan-FY 68	1	2½	10	30	08-30-78
391-H-128	10-20-67	Malaria Eradication (3RD)	1	2½	10	30	06-18-78
391-H-129	01-25-68	Pakistan Western Railway Diesel Locom.	1	2½	10	30	06-17-80
91-H-131	03-26-68	Commodity Loan-FY 68	2	2½	10	30	07-17-78
391-H-135	06-29-68	Malaria Eradication (4TH)	2	2½	10	30	03-28-79

PAKISTAN—AGENCY FOR INTERNATIONAL DEVELOPMENT
LIST OF LOANS RESCHEDULED

ANNEX A
PAGE #3

Aid Loan Number	Date of Agreement	Title	Interest Rate Grace	Interest Rate Amort.	Grace Period Years	Repayment Period Years	Initial Amort. Date
391-H-136	06-29-68	Public Health Engineering E.P.	2	2½	10	30	01-08-79
391-H-139	08-10-68	East Pakistan Seed Potato Multi & Stor.	2	2½	10	30	02-20-80
391-H-140	03-11-69	Commodity Loan-FY 69	2	3	10	30	09-08-79
391-H-141A	03-30-72	Indus Basin Project	2	3	10	30	04-20-82
391-H-142	08-05-69	Consulting Services	2	3	10	30	06-15-80
391-H-143	10-02-69	East Pakistan Ground Water Survey	2	3	10	30	09-19-80
391-H-144	11-19-69	Fertilizer Loan-FY 1970	2	3	10	30	04-17-80
391-H-148	04-13-70	Commodity Loan-FY 1970	2	3	10	30	10-19-80
391-H-149	10-14-70	Chittabong Power System Devel.	2	3	10	30	—
391-P-141	05-28-69	Indus Basin Project	2	3	10	30	06-30-79
391-P-141A	11-12-71	Indus Basin Project	2	3	10	30	06-18-81
391-P-141B	03-30-72	Indus Basin Project	2	3	10	30	04-20-82

Prepared by:
International Loan Branch
Office of the Controller
AID/W
July 1, 1972

ANNEX A

PAKISTAN—EXPORT IMPORT BANK LOAN AGREEMENT IDENTIFICATION [1]

Loan Number	Date of Agreement	Obligor	Purpose of Loan	Original Credit Terms: Interest Rate	Original Credit Terms: Repayment Period [2]
1181	6- 9-60	Pakistan Services, Ltd.	Hotel (Karachi)	5¾%	36 s.a. to November 1982
1298	10- 6-60	Pakistan Government	Cotton Ginning Machinery	5¾%	14 s.a. to October 1971
1978	3- 1-62	Gen. Tyre & Rubber Co.	Tire Equipment	5¾%	16 s.a. to January 1973
1984-A	9-21-62	Pakistan Government	Railroad Locomotives	5¾%	16 s.a. to December 1971
1984-B	2- 7-63	Pakistan Services, Ltd.	Hotel (Dacca)	5¾%	36 s.a. to September 1984
1984-C	2-14-63	I.D.B.P.	Relending Credit	5¾%	10 s.a. to July 1972
1984-E	10- 3-63	Pakistan Services, Ltd.	Hotel (Lahore)	5¾%	36 s.a. to December 1985
1984-F	3- 5-64	Pakistan Services, Ltd.	Hotel (Rawalpindi)	5½%	36 s.a. to January 1986
1984-G/2359	8-16-66	Industrial Development Bank of Pakistan.	Relending Credit	5½%	14 s.a. to September 1975
2537	6-21-68	Pakistan Industrial Credit & Investment Corp.	Relending Credit	6%	14 s.a. to May 1978
2627	5- 8-69	Industrial Development Bank of Pakistan	Relending Credit	6%	14 s.a. to November 1979
2792	5- 4-70	Pakistan Industrial Credit & Investment Corp.	Relending Credit	6%	14 s.a. to January 1979

[1] Credit Nos. 2429, 2529, 2675, and 2870, and any transactions guaranteed or insured by Eximbank, are not listed above as they are not included in the rescheduling.

[2] s.a.—semi-annual installments.

PAKISTAN—PL-480 TITLE I **ANNEX A**

AGREEMENT IDENTIFICATION

Treasury Number	Date of Agreement	Obligor	Purpose	Original Credit Terms
67-0038	8- 3-67	Government of Pakistan	Sale of Agricultural Commodities	31 annual payments; first payment due December 23, 1977 on 1967 deliveries; first payment due June 20, 1978, on 1968 deliveries; interest 1% for ten years, 2½% thereafter.
67-0511	12-26-67	"	"	31 annual payments; first payment due June 28, 1978; interest 1% for 10 years, 2½% thereafter.
68-0022	5-16-68	"	"	31 annual payments; first payment due December 6, 1978, on 1968 deliveries; first payment due March 19, 1979, on 1969 deliveries; interest 2% for 10 years, 2½% thereafter.
69-0027	7- 3-69	"	"	31 annual payments; first payment due December 9, 1979; interest 2% for 10 years, 3% thereafter.
69-0026	10- 3-69	"	"	31 annual payments; first payment due June 30, 1980; interest 2% for 10 years, 3% thereafter.
70-0001	1-10-70	"	"	31 annual payments; first payment due December 31, 1979, on 1969 deliveries; first payment due June 29, 1980, for 1970 deliveries; interest 2% for 10 years, 3% thereafter.
70-0024	11-25-70	"	"	31 annual payments; first payment due December 31, 1980, on 1970 deliveries; first payment due October 2, 1981, on 1971 deliveries; first payment due between May 16, 1982, and June 30, 1982, on 1972 deliveries; interest 2% for 10 years, 3% thereafter.
—	3-18-72	"	"	31 annual payments; first payment due between May 25, 1982, and June 30, 1982, on 1972 deliveries; interest 2% for 10 years, 3% thereafter.

ANNEX A

PAKISTAN—COMMODITY CREDIT CORPORATION
CREDIT AGREEMENTS AND TERMS
(In Dollars)

Credit Identification			Due and Unpaid through June 30, 1973			
GSM-4 Number	Date of Agreement	Purpose	Due Date	Principal	Interest	Total
GSM-9542	10-12-71	Sale of Agricultural Commodities	January 7-27 1973	$1, 771, 482. 22	$-0-	$1, 771, 482. 22

ANNEX B

ESTIMATED PAYMENTS SUBJECT TO RESCHEDULING MAY 1, 1971 TO JUNE 30, 1973 OWED BY THE GOVERNMENT OF PAKISTAN TO UNITED STATES GOVERNMENT AGENCIES

(In U.S. Dollars)

Agency	Principal	Interest	Total
Agency for International Development	7, 832, 696	29, 505, 833	37, 338, 529
Export-Import Bank of the United States	6, 175, 342.	2, 812, 094.	8, 987, 436.
United States Government for PL-480	-0-	3, 118, 623.	3, 118, 623.
Commodity Credit Corporation	1, 771, 482.	-0-	1, 771, 482.
Grand Totals	15, 779, 520.	35, 436, 550.	51, 216, 070.

ANNEX C

PAKISTAN SUMMARY SCHEDULE OF ESTIMATED PAYMENTS RESULTING FROM RESCHEDULING OF DEBT OWED TO UNITED STATES GOVERNMENT AGENCIES [a]

(In dollars)

	FY 1973	FY 1974	FY 1975	FY 1976	FY 1977 [d]	Totals
1. Repayment of Consolidated Debt [b]	-0-	-0-	17, 213, 470.	16, 221, 644.	17, 780, 957.	51, 216, 070.
2. Consolidation Interest [c]	-0-	906, 469.	1, 219, 390.	802, 580.	410, 593.	3, 339, 032.
3. Payment of Current Maturities	13, 665, 461.	46, 207, 033.	54, 989, 935.	57, 979, 012.	61, 023, 801.	233, 865, 242.
4. Totals (1+2+3)	13, 665, 461.	47, 113, 502.	73, 422, 795.	75, 003, 236.	79, 215, 351.	288, 420, 344.

[a] These agencies are: The Agency for International Development, the Export-Import Bank of the United States, The United States Government for PL-480, and the Commodity Credit Corporation.

[b] The Consolidated Debt consists of approximately $15,779,520. principal and $35,436,550. interest for a total of $51,216,070.

[c] Consolidation interest is at contractual rates as provided for in the original agreements for the Agency for International Development and the Commodity Credit Corporation, and at 6% per annum for the Export-Import Bank of the United States and the United States Government for PL-480.

[d] FY 1977 figures include one repayment to the United States Government for PL-480 scheduled for July 1, 1977. Consolidated Debt of $779,656 and Consolidation Interest of $23,390 will therefore be repaid in FY 1978.

ANNEX D

PAKISTAN—REVISED SCHEDULE OF PAYMENTS RESULTING FROM RESCHEDULING OF DEBT OWED TO COMMODITY CREDIT CORPORATION UNDER EXPORT CREDIT SALES PROGRAM

A. Repayment of Rescheduled Debt

Due Dates	Balance of Rescheduled Debt Outstanding	Repayments of Rescheduled Debt Amount		
		Principal	Interest @ 6.125%	Total
1974				
Jan. 7	$1, 771, 482. 22	—	$ 4, 993. 18	$ 4, 993. 18
Jan. 11	1, 771, 482. 22	—	10, 052. 12	10, 052. 12
Jan. 17	1, 771, 482. 22	—	18, 913. 04	18, 913. 04
Jan. 18	1, 771, 482. 22	—	9, 967. 40	9, 967. 40
Jan. 27	1, 771, 482. 22	—	16, 065. 41	16, 065. 41
1975				
Jan. 7	1, 615, 695. 54	$ 155, 786. 68	9, 541. 93	165, 328. 61
Jan. 11	1, 308, 503. 70	307, 191. 84	18, 815. 50	326, 007. 34
Jan. 17	747, 776. 02	560, 727. 68	34, 344. 57	595, 072. 25
Jan. 18	453, 728. 68	294, 047. 34	18, 010. 40	312, 057. 74
Jan. 27	—	453, 728. 68	27, 790. 88	481, 519. 56
Total		$1, 771, 482. 22	$168, 494. 43	$1, 939, 976. 65

B. Summary Schedule of Estimated Repayments Fiscal Year 1973–1975 [1]

Due Dates	Current Maturities Due			Rescheduled Debt	Total
	Principal	Interest @ 6.125%	Total		
Jan. 7–27, 1973	—	$325, 509. 85	$ 325, 509. 85		$ 325, 509. 85
Jan. 7–27, 1974	$1, 771, 482. 16	265, 518. 70	2, 037, 000. 86	$ 59, 991. 15	2, 096, 992. 01
Jan. 7–27, 1975	1, 771, 482. 16	108, 503. 28	1, 879, 985. 44	1, 879, 985. 50	3, 759, 970. 94
Total	$3, 542, 964. 32	$699, 531. 83	$4, 242, 496. 15	$1, 939, 976. 65	$6, 182, 472. 80

[1] Does not include shipments under GSM–4 line of credit approved by NAC June 23, 1972.

[RELATED LETTER]

SEP 20 1972

DEAR MR. AMBASSADOR:

Reference is made to several discussions between representatives of our two Governments concerning the question of external debt incurred by Pakistan prior to December 1971.

The Government of the United States refers to the Agreed Minute Regarding Debt Relief to Pakistan dated May 26, 1972, and wishes to assure the Government of Pakistan that the Debt Rescheduling Agreements being signed today are not intended to modify the provisions of paragraph 11 of that Minute.

Sincerely yours,

WILLIS C. ARMSTRONG

Willis C. Armstrong
Assistant Secretary for
Economic and Business Affairs

His Excellency.
SULTAN M. KAHN,
Ambassador of Pakistan.

TIAS 7449

95-005 O - 73 - 12

ARGENTINA

Cooperation in Combating Illicit International Traffic in Narcotics and Other Dangerous Drugs

Memorandum of understanding signed at Buenos Aires September 15, 1972;
Entered into force September 15, 1972.

MEMORANDUM OF UNDERSTANDING

Between the Government of the United States of America and the Government of the Republic of Argentina, as parties to the Single Convention of 1961 on Narcotic Drugs [1] and as signatories of the Amending Protocol of 1972; [2] in conformity with existing international agreements on the control of dangerous drugs and the unlawful traffic of the same, agreement has been reached as follows:

ONE: To reaffirm their decision to cooperate with each other, and with other nations as well, in every possible way in the elimination of the unlawful use and the illicit traffic in and smuggling of narcotics and other dangerous drugs by means of the prevention, prohibition and suppression of same, providing for the swift apprehension and extradition, where appropriate, of persons so involved.

TWO: To cooperate as signatories of the present Memorandum in all the related aspects of prevention, suppression, education, assistance and rehabilitation in regard to the illicit and improper use or the abuse of drugs.

THREE: In order to carry out the terms of the two preceding paragraphs both parties shall establish an Argentine-United States Commission composed of an equal number of members representing each of the respective Governments. The Commission shall establish sub-committees or working groups as necessary in order to carry on the work of the Commission.

FOUR: The Commission shall be located in the city of Buenos Aires, Republic of Argentina and shall meet monthly, or as often as shall be mutually agreed.

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[1] TIAS 6298, 6423, 6458, 6795, 7223; 18 UST 1407, 3279; 19 UST 4668; 20 UST 4064; 22 UST 1808.

[2] Not in force at the time of this publication.

FIVE: The cooperation referred to in paragraphs One and Two above shall consist of:

– the exchange of all pertinent information on the subject;

– the preparation and implementation of specific programs under Argentine leadership in accordance with the common objectives established in paragraphs One and Two above;

– the giving of support to the activities of the international organizations of the United Nations on this program and the participation in other multi-lateral programs for combatting the unlawful use of and illicit traffic in and smuggling of narcotics and dangerous drugs;

Specific programs of cooperation may involve: training, advice, special equipment, and other mutually agreed support.

SIX: In carrying out the terms of this Memorandum, both parties shall provide all the necessary personnel and support needed to achieve successfully the objectives set forth in paragraphs One and Two and any agreed programs developed in accordance with paragraph Five of this Memorandum, subject to the availability of resources of both Governments. However, should any particular program approved by the Argentine-United States Commission within the framework of this Memorandum be initiated, both parties pledge to endeavor to carry it out subject to the availability of resources previously assigned for the execution of same.

SEVEN: The signatories of the present Memorandum agree that the further definition and implementation of the cooperation referred to herein shall be decided by the Argentine-United States Commission and its sub-committees or working groups established in accordance with paragraph Three above. These decisions shall be carried out exclusively by the competent authorities of the signatory state in whose territory they apply.

EIGHT: This Memorandum shall come into force as of the date of its signing.

DONE in the city of Buenos Aires, Capital of the Argentine Republic, on the fifteenth day of the month of September of the year 1972, in two originals in the English and Spanish languages, both texts being equally authentic.

FOR THE UNITED STATES OF AMERICA:

JOHN DAVIS LODGE

John Davis Lodge
Ambassador

FOR THE REPUBLIC OF ARGENTINA:

EDUARDO F MCLOUGHLIN

Eduardo F. McLoughlin
Minister of Foreign Relations and Worship

MEMORANDUM DE ENTENDIMIENTO

El Gobierno de los Estados Unidos de América y el Gobierno de la Repùblica Argentina, en su carácter de Partes de la Convención Unica de 1961 sobre Estupefacientes y como signatarios de su Protocolo de enmienda de 1972, y conforme a acuerdos internacionales preexistentes relativos al control de drogas nocivas y al tráfico ilegal de las mismas, han convenido lo siguiente:

Primero: Reafirmar su decisión de cooperar entre sí, como así también con otras naciones, en todas las formas posibles para la eliminación del uso ilegal, el tráfico ilícito y el contrabando de estupefacientes y otras drogas nocivas, mediante la prevención, prohibición y represión de los mismos, proveyendo a la pronta captura y extradición, si correspondiere, de las personas implicadas.

Segundo: Cooperar, como signatarios del presente Memorádum, en todos los aspectos vinculados con la prevención, supresión, educación, asistencia y rehabilitación, referidos al uso ilícito e indebido o al abuso de drogas.

Tercero: Para llevar a cabo lo estipulado en los dos parágrafos anteriores ambas Partes establecerán una Comisión Argentino-Estadounidense compuesta por igual número de miembros en representación de cada uno de los respectivos gobiernos.

La Comisión creará las Subcomisiones o grupos de trabajo que fueren necesarios para realizar la tarea de la Comisión.

Cuarto: La Comisión tendrá su sede en la Ciudad de Buenos Aires, República Argentina, y se reunirá mensualmente o con la frecuencia que se acordare.

Quinto: La cooperación a que se refieren los parágrafos Primero y Segundo consistirá en:

- el intercambio de toda la información concerniente a la materia;
- la preparación e instrumentación de programas específicos bajo dirección argentina, de acuerdo con los objectivos comunes establecidos en los parágrafos Primero y Segundo;
- el apoyo a las actividades de los organismos internacionales de las Naciones Unidas vinculados con este programa, y
- la participación en otros programas de carácter multilateral para combatir el uso ilegal, el tráfico ilícito y el contrabando de estupefacientes y drogas nocivas.

Los programas específicos de cooperación podrán comprender: entrenamiento, asesoramiento, equipos especiales y cualquier otra ayuda mutuamente acordada.

Sexto: Para llevar a cabo lo establecido en este Memorándum, ambas Partes proveerán todo el personal y el apoyo necesario para lograr con éxito los objetivos previstos en los parágrafos Primero y Segundo y en todos los programas convenidos que se desarrollen de acuerdo con el parágrafo Quinto del presente, sujeto a la disponibilidad de recursos de ambos gobiernos. Una vez iniciado un programa particular, aprobado por la Comisión Mixta Argentino-Estadounidense dentro del marco de este Memorándum, ambas Partes se comprometen a procurar realizarlo, sujeto a la disponibilidad de los recursos asignados previamente para la ejecución mismo.

Séptimo: Los signatarios del presente Memorándum convienen que el alcance y la instrumentación de la referida cooperación deberán ser decididos por la Comisión Argentino-Estadounidense y las Subcomisiones o grupos de trabajo creados de acuerdo con el parágrafo Tercero. La ejecución de estas decisiones corresponderá exclusivamente a las autoridades competentes de la Parte signataria en cuyo territorio se apliquen.

Octavo: El presente Memorándum entrará en vigor en el día de la fecha.

Hecho en la Ciudad de Buenos Aires, Capital de la República Argentina, a los quince días del mes de septiembre del año mil novecientos setenta y dos, en dos ejemplares originales, ambos en los idiomas español e inglés, igualmente válidos.

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

JOHN DAVIS LODGE

John Davis Lodge
Ambassador

POR EL GOBIERNO DE LA REPUBLICA ARGENTINA

EDUARDO F MCLOUGHLIN

Eduardo F. McLoughlin
Ministro de Relaciones Exteriores y Culto

INDONESIA

Agricultural Commodities

Agreement amending the agreement of May 26, 1972.
Effected by exchange of notes
Signed at Djakarta August 28, 1972;
Entered into force August 28, 1972.

The American Ambassador to the Indonesian Minister for Foreign Affairs

No. 125S DJAKARTA, *August 28, 1972*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 26, 1972, [1] and propose that Part II, Particular Provisions, be amended as follows:

Item I, Commodity Table: Under the appropriate column headings add Rice – 1972 – 100,000 MT – 16.3; and for the total, change dollars 44.2 to dollars 60.5 million.

Item IV, Export Limitation: In sub-paragraph B delete the period at end of the sentence, substitute a semi-colon and add: For rice—rice in the form of paddy, brown or milled.

All other terms and conditions of the May 26, 1972 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 assurances of my highest consideration.

FRANCIS J. GALBRAITH

His Excellency
ADAM MALIK,
Minister for Foreign Affairs,
Djakarta

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[1] TIAS 7358; *ante*, p. 919.

The Indonesian Minister of Foreign Affairs to the American Ambassador

MINISTER FOR FOREIGN AFFAIRS
REPUBLIC OF INDONESIA

No. D. 0844/72/01/I. JAKARTA, *August 28, 1972.*

EXCELLENCY

I have the honour to acknowledge receipt of Your Excellency's Note of to day'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 May 26, 1972, and propose that Part II, Particular Provisions, be amended as follows

A. Item I, Commodity Table Under the appropriate column headings add Rice, 1972, 100,000 MT, 16,3, and for the Total, change dollars 44,2 to dollars 60,5 million.

B. Item IV, Export Limitation In sub-paragraph B delete the period at end of the sentence, substitute a semi-colon and add For rice—rice in the form of paddy, brown or milled.

All other terms and conditions of the May 26, 1972 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"

I have the honour to confirm that the proposed arrangements as described in your Note are acceptable to my Government and to agree that Your Excellency's Note and this reply shall be regarded as constituting an agreement between our two Governments with effect from the date of this Note.

Please, Excellency, accept the renewed assurances of my highest consideration.

ADAM MALIK

Adam Malik
Minister of Foreign Affairs

His Excellency
FRANCIS J GALBRAITH
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Jakarta.–

VIET-NAM

Agricultural Commodities

Agreement signed at Saigon August 29, 1972,
Entered into force August 29, 1972.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF VIET-NAM FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Viet-Nam have agreed to the sales of agricultural commodities specified below This Agreement shall consist of the Preamble and Parts I and III of the July 8, 1970 Agreement, [1] the Convertible Local Currency Credit Annex of the April 19, 1972 Agreement, [2] and the following Part II

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period (United States)	Approximate Maximum Quantity	Maximum Export Market Value (Millions)
Wheat/Wheat Flour	FY 1973	260,000 M.T.	$16. 2
Corn and/or Grain Sorghum	FY 1973	80,000 M.T.	5. 1
Soybean and/or Cottonseed Oil	FY 1973	20, 000 M.T.	6. 4
Nonfat Dry Milk	FY 1973	22,000 M.T.	17. 5
Tallow, inedible	FY 1973	2,000 M.T.	0. 4
Tobacco	FY 1973	11,700 M.T.	28. 9
Cotton	FY 1973	152,000 Bales	23. 3
		TOTAL	$97. 8

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[1] TIAS 6983, 21 UST 2443.
[2] TIAS 7322, *ante*, p. 614.

ITEM II. Payment Terms.

Convertible Local Currency Credit

1. Initial Payment – None
2. Currency Use Payment – Up to 100 percent of the dollar amount disbursed by the Government of the exporting country plus accrued interest. The currency use payment is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this agreement. No requests for payment will be made by the Government of the exporting country prior to the first disbursement under this agreement.

   Proportions of Currency Use Payments Indicated for Specified Purposes:

   a. Section 104(a) U.S. Expenditures – 20 percent of the amount disbursed, plus accrued interest.

   b. Section 104(c) Grant for Common Defense – up to 80 percent of the amount disbursed.
3. Number of Installment Payments – 31
4. Amount of Each Installment Payment – approximately equal annual amounts
5. Due Date of First Installment Payment – 10 years after date of last delivery of commodities in each calendar year
6. Initial Interest Rate – 2 percent
7. Continuing Interest Rate – 3 percent

ITEM III. Usual Marketing Requirements. None

ITEM IV Export Limitations.

A. The export limitation period shall be U.S. Fiscal Year 1973 or any subsequent United States Fiscal Year during which the commodities financed under this agreement are being imported or utilized.

B. For purposes of Part I, Article III A3 of the agreement, the commodities considered to be the same as or like, the commodities financed under this agreement are. for wheat/wheat flour—wheat, wheat flour, rolled wheat, semolina, farina and bulgur; for corn and/or grain sorghum—corn, cornmeal, barley, grain sorghum, rye and oats, including mixed feeds containing predominantly such grains, for soybean and/or cottonseed oil—all edible vegetable oils including peanut oil, soybean oil, cottonseed oil, rapeseed oil, sunflower oil and sesame oil, for nonfat dry milk—nonfat dry milk; for tallow, inedible—tallow; for cotton – cotton and cotton textiles (including yarn and waste)

C. Permissible Exports

Commodity	Quantity	Period during which such exports are permitted
Cotton waste	4,000 M.T.	USFY 1973

ITEM V The Government of the Republic of Viet-Nam agrees to:

A. Adopt and maintain policies conducive to improved feedgrain and livestock production.

B. Continue to explore the feasibility of developing an oilseed production and processing industry

C. Continue to develop an economic analytical expertise within the Ministry of Land Reform, Agriculture and Fisheries Development to assist the government in formulating more effective agricultural policies.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used.

For purposes specified in Item V above and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Ocean Freight (Differential)

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, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Other Provisions:

A. The currency use payment under Part II, Item II 2 of this agreement 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 value of the currency use payment has been offset.

B. Notwithstanding paragraph 4 of the Convertible Local Currency Credit Annex, the Government of the importing country may withhold from deposit in the special account referred to in such paragraph, or may withdraw from amounts deposited therein, so much of the proceeds accruing to it from the sale of commodities financed under this agreement as is equal to the amount of the currency use payments made by the Government of the importing country

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

DONE at Saigon, in duplicate, this twenty-ninth day of August, 1972

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

ELLSWORTH BUNKER

Ellsworth Bunker
American Ambassador

FOR THE GOVERNMENT OF THE REPUBLIC OF VIET-NAM

TRAN VAN LAM

Tran Van Lam
Minister of Foreign Affairs

[SEAL]

HONDURAS

Treaty on the Swan Islands

Signed at San Pedro Sula November 22, 1971;
Ratification advised by the Senate of the United States of America June 12, 1972;
Ratified by the President of the United States of America July 1, 1972;
Ratified by Honduras July 4, 1972;
Ratifications exchanged at Washington September 1, 1972,
Proclaimed by the President of the United States of America September 19, 1972;
Entered into force September 1, 1972.
With related notes
Dated at Tegucigalpa November 10, 18, and 22, 1971.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Treaty on the Swan Islands between the Government of the United States of America and the Government of Honduras was signed at San Pedro Sula on November 22, 1971, the text of which in the English and Spanish languages is annexed,

The Senate of the United States of America by its resolution of June 12, 1972, two-thirds of the Senators present concurring, gave its advice and consent to ratification of the Treaty;

The President ratified the Treaty on July 1, 1972, in pursuance of the advice and consent of the Senate,

The instruments of ratification of the respective Parties were exchanged at Washington on September 1, 1972, and

The Treaty entered into force on September 1, 1972, the date of the exchange of the instruments of ratification, as provided in Article V of the Treaty;

NOW, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the Treaty on the Swan Islands between the Government of the United States of America

and the Government of Honduras to the end that it shall be observed and fulfilled with good faith on and after September 1, 1972, by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this nineteenth day of September in the year of our Lord one thousand nine hundred seventy-
[SEAL] two and of the Independence of the United States of America the one hundred ninety-seventh.

By the President: RICHARD NIXON

WILLIAM P ROGERS
Secretary of State

TREATY ON THE SWAN ISLANDS

The Government of the United States of America and the Government of Honduras,

Acknowledging that both Governments have heretofore claimed sovereignty over the Swan Islands,

Recognizing that the Government of the United States of America has for many years maintained a radio air navigational, meteorological observation, and telecommunications facility there, and

Desiring to reach an amicable settlement with respect to their conflicting claims to the Swan Islands and regarding the continuance in operation of the radio air navigational and meteorological facility thereon,

Have agreed as follows.

ARTICLE I

The Government of the United States of America recognizes the sovereignty of Honduras over the Swan Islands.

ARTICLE II

The Government of the United States of America and the Government of Honduras, recognizing the benefit derived by both countries from the maintenance of a meteorological observation and telecommunications facility in the Swan Islands, declare their intention to establish a cooperative program between them for the continuation of that facility, according to terms to be agreed upon between them.[1]

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[1] Agreement effected by exchange of notes of Nov 22, 1971. TIAS 7454, *post*, p. 2637.

ARTICLE III

The Government of Honduras assumes responsibility for operation and maintenance of the radio air navigational facility in the Swan Islands as long as it is included in the International Civil Aviation Organization Caribbean Regional Air Navigation Plan.

ARTICLE IV

The Government of the United States of America transfers to the Government of Honduras as of the date this Treaty enters into force all land, buildings, equipment, and other real and personal property in the Swan Islands to which it holds title, except as agreed pursuant to Article II of this Treaty

ARTICLE V

1. - This Treaty shall be ratified and the instruments of ratification shall be exchanged at Washington as soon as possible.
2. - This Treaty shall enter into force on the date of the exchange of the instruments of ratification.

TRATADO SOBRE LAS ISLAS DE EL CISNE

El Gobierno de los Estados Unidos de América y el Gobierno de Honduras,

Reconociendo que hasta ahora ambos Gobiernos han reclamado soberanía sobre las Islas de el Cisne,

Reconociendo que el Gobierno de los Estados Unidos de América ha mantenido allí durante muchos años una instalación de radionavegación aérea, observaciones meteorológicas y telecomunicaciones, y

Deseando llegar a un acuerdo amistoso respecto de las reclamaciones en controversia sobre las Islas de el Cisne, y respecto de la continuación en operatión de la instalación de radionavegación aérea y meteorológica allí establecida,

Han convenido lo siguiente.

ARTÍCULO I

El Gobierno de los Estados Unidos de América reconoce la soberanía de Honduras sobre las Islas de el Cisne.

ARTÍCULO II

El Gobierno de los Estados Unidos de América y el Gobierno de Honduras, reconociendo el provecho que ambos países derivan del mantenimiento de una instalación de observación meteorológica y telecommunicaciones en las Islas de el Cisne, declaran su intención de establecer un programa de colaboración entre ambos Gobiernos para

la continuación de esa instalación, conforme a las disposiciones en que las partes convengan.

ARTÍCULO III

El Gobierno de Honduras asume la responsabilidad de operar y mantener la instalación de radionavegación aérea en las Islas de el Cisne, mientras esté incluida en el Plan de Navegación Aérea Regional del Caribe de la Organización de Aviación Civil Internacional.

ARTÍCULO IV

El Gobierno de los Estados Unidos de América traspasa al Gobierno de Honduras en la fecha en que este Tratado entre en vigor, todas las tierras, edificios, equipos y otra propiedad inmueble y personal en las Islas de el Cisne sobre los cuales tiene título de propiedad, salvo lo que se convenga de conformidad con el Artículo II de este Tratado.

ARTÍCULO V

1. – Este Tratado será ratificado y los instrumentos de ratificación se canjearán en Washington tan pronto sea posible.
2. – Este Tratado entrará en vigor en la fecha del canje de los instrumentos de ratificación.

IN WITNESS WHEREOF, the undersigned, duly authorized, sign this Treaty in the city of San Pedro Sula, in duplicate, in the English and Spanish languages, both texts being equally authentic, this twenty-second day of November, nineteen hundred and seventy-one.

En fe de lo cual los suscritos, debidamente autorizados, firman el presente Tratado en la ciudad de San Pedro Sula, por duplicado, en los idiomas inglés y español, siendo ambos textos igualmente auténticos, a los veintidos días del mes de noviembre de mil novecientos setenta y uno.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

POR EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA

HEWSON A. RYAN

Hewson A. Ryan
Ambassador of the United States of America to Honduras

ROBERT H FINCH

Robert H. Finch
Counsellor to the President of the United States of America

[SEAL]

FOR THE GOVERNMENT OF THE REPUBLIC OF HONDURAS:

POR EL GOBIERNO DE DE LA REPUBLICA DE HONDURAS:

A ALVARADO P

Andres Alvarado Puerto
Ministro de Relaciones Exteriores

RAMÓN E. CRUZ

Ramón Ernesto Cruz
Présidente de la República de Honduras

[RELATED NOTES]

No. 190 TEGUCIGALPA, *November 22, 1971*

EXCELLENCY:

I have the honor to refer to the Treaty on the Swan Islands signed today by the United States of America and the Republic of Honduras.

Nothing in said Treaty on the Swan Islands shall prejudice the juridical position of the United States Government with respect to the breadth of the territorial sea under international law as well as jurisdiction over fisheries and the continental shelf.

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

HEWSON A. RYAN

His Excellency
ANDRÉS ALVARADO PUERTO
Minister of Foreign Relations
Tegucigalpa, D C.

SECRETARIA DE RELACIONES EXTERIORES
DE LA
REPUBLICA DE HONDURAS

TEGUCIGALPA, D C. *22 de noviembre de 1971*

SEÑOR EMBAJADOR.

Tengo a honra avisar recibo a Vuestra Excelencia de su nota de esta fecha, en la cual se refiere al Tratado sobre las Islas de el Cisne suscrito hoy

Manifiesto Vuestra Excelencia que "nada en dicho Tratado sobre las Islas de el Cisne perjudicará la posición jurdcïa del Gobierno de los Estados Unidos con respecto a la anchura del mar territorial bajo el Derecho Internacional y la jurisdicción sobre la pesca y la plataforma continental."

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.

[SEAL] AAP
Andrés Alvarado Puerto
Ministro de Relaciones Exteriores
de Honduras

A su Excelencia
HEWSON A. RYAN
Embajador de los Estados Unidos de América
En sus Manos

Translation

MINISTRY OF FOREIGN RELATIONS
OF THE
REPUBLIC OF HONDURAS

TEGUCIGALPA, D C., *November 22, 1971*

MR. AMBASSADOR.

I have the honor to acknowledge receipt of Your Excellency's note of this date, referring to the Treaty on the Swan Islands, signed today

I state to Your Excellency that. "Nothing in the said Treaty on the Swan Islands shall prejudice the juridical position of the United States Government with respect to the breadth of the territorial sea under international law as well as jurisdiction over fisheries and the continental shelf."

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

[SEAL] AAP
Andrés Alvarado Puerto
Minister of Foreign Relations of Honduras

His Excellency
HEWSON A. RYAN,
Ambassador of the United States of America.

Aide-Memoire

Reference is made to the current negotiations between the United States of America and the Republic of Honduras with respect to the Swan Islands.

As the Government of Honduras is aware, there are a small number of third country nationals with long residence and personal property in the Swan Islands, including a number of Caymanese (British) nationals. It is the understanding of the Government of the United States that after its recognition of Honduran sovereignty over the Swan Islands under the Treaty which the two Governments have recently negotiated, the Government of Honduras will protect the residential and personal property rights of such persons.

It would be appreciated if the Government of Honduras would confirm this understanding.

EMBASSY OF THE UNITED STATES OF AMERICA
TEGUCIGALPA, D.C., *November 10, 1971*

95-005 O - 73 - 13

SECRETARÍA DE RELACIONES EXTERIORES
DE LA
REPÚBLICA DE HONDURAS

Memorandum

Con referencia al memorandum de esa Honorable Embajada, fechado el 10 del presente mes, acerca del pequeño número de nacionales de terceros países con largo período de residencia y con propiedad personal en las ISLAS DE EL CISNE, los cuales incluyen algunos nacionales de las Islas Caimán (bratánicos), el Gobierno de Honduras se complace en manifestar que está dispuesto a proteger sus derechos de residencia y de propiedad, todo en conformidad con la Constitución de la República y demás leyes nacionales.

TEGUCIGALPA, D C. *18 de noviembre de 1971*

[SEAL]

Secretaría de Relaciones Exteriores de Honduras

Translation

MINISTRY OF FOREIGN RELATIONS
OF THE
REPUBLIC OF HONDURAS

Aide-Memoire

With reference to the Embassy's aide-memoire of November 10, 1971, concerning the small number of third country nationals with long residence and personal property in the Swan Islands, including a number of Caymanese (British) nationals, the Government of Honduras takes pleasure in stating that it is willing to protect their residential and property rights, in conformity with the Constitution of the Republic and other national laws.

TEGUCIGALPA, D.C., *November 18, 1971*

[SEAL]

Ministry of Foreign Relations of Honduras

HONDURAS

Swan Islands Cooperative Meteorological Program

Agreement effected by exchange of notes
Signed at Tegucigalpa November 22, 1971;
Entered into force September 1, 1972.

The American Ambassador to the Honduran Minister of Foreign Relations

No. 185 TEGUCIGALPA, D.C., *November 22, 1971*

EXCELLENCY:

I have the honor to refer to the Treaty on the Swan Islands, [1] signed today, on behalf of the Government of the United States of America and the Government of Honduras, and subject to ratification. Article II of the Treaty declares the intention of the Governments to establish a cooperative program for the operation and maintenance of the meteorological observation and telecommunications facility on the Swan Islands, according to terms to be agreed upon between the two Governments. Under Article IV of the Treaty, the Government of the United States of America transfers to the Government of Honduras, on the date the Treaty enters into force, all land to which it holds title as well as buildings, equipment, and other real and personal property on the Swan Islands, except as agreed pursuant to Article II of the Treaty

In accordance with the provisions of Articles II and IV of the Treaty, I have the honor to propose a cooperative program between our two Governments on the following terms.

1. Name of Program. The cooperative program to which this agreement refers shall be known as the "Swan Islands Cooperative Meteorological Program."

2. Purposes. The purpose of the Cooperative Meteorological Program shall be, through cooperation between the Governments of Honduras and the United States, to facilitate the operation and maintenance of a meteorological observation and telecommunications facility in the Swan Islands, to make surface meteorological and rawinsonde observations, and to disseminate internationally reports of these observations.

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[1] TIAS 7453, *ante*, p. 2630.

3. Specific Undertakings of the Government of the United States. As its contribution to the Cooperative Meteorological Program, the Government of the United States.

(a) Shall operate and maintain the facility described in paragraph 2 above, and shall provide and maintain all buildings and services, such as water, light, etc., and furnish all materials, equipment, supplies, goods, and personnel required for the operation and maintenance of the facility, except as provided in paragraph 4(b) below; and

(b) Shall ensure that reports of all entries of personnel in accordance with the provisions of paragraph 4(d) below, and the entries of aircraft and vessels in accordance with the provisions of paragraph 4(e) below, and the entries of materials, supplies, equipment and effects in accordance with the provisions of paragraph 4(f)(i) and 4(k)(i) below, are furnished expeditiously to the Government of Honduras.

4. Specific Undertakings of the Government of Honduras. As its contribution to the Cooperative Meteorological Program, the Government of Honduras.

(a) Shall make available, with right of access, without charge to the Government of the United States and for the duration of the Cooperative Meteorological Program, for its use as sites for the facility described in paragraph 2 of this document, the two areas of land on Great Swan Island described in Annex A. Officials, employees, and agents of the Government of Honduras shall be entitled to access to these areas whenever necessary for the operation and maintenance of any facility or equipment for which the Government of Honduras has assumed responsibility Also without charge to the Government of the United States and for the duration of the Cooperative Meteorological Program, officials, employees, and agents of the Government of the United States shall be allowed access to any other areas where there are service and distribution lines furnishing oil, water or electric power for any facility or equipment for which the Government of the United States is responsible, when such access is necessary for the operation or maintenance of the lines, facilities, or equipment.

(b) Shall assume responsibility for the continued maintenance and further development of the dock and landing strip on Great Swan Island, including the maintenance of the equipment connected therewith, as may be necessary to carry out the Cooperative Meteorological Program, subject to the right of access, without cost to the Government of the United States for the duration of the Cooperative Meteorological Program, which the officials, employees, and agents of the Government of the United States shall have to the aforesaid dock and landing strip.

(c) Shall take all necessary steps to facilitate

(i) The activities of the Government of the United States and its officials, employees, and agents in connection with the Cooperative Meteorological Program,

(ii) The provision of such services and facilities in Honduras as may be required to carry out those activities, and

(iii) The importation into Honduras of all materials, equipment, supplies, and goods furnished by the Government of the United States for use in the Cooperative Meteorological Program.

(d) Shall exempt the officials, employees, and agents of the Government of the United States who are required to visit or serve on Great Swan Island in connection with the Cooperative Meteorological Program from visa requirements, immigration inspection, and any registration or control as aliens, until the provisions of paragraph 4(m) shall have been implemented. Thereafter, without charge and through the appropriate Honduran official or officials resident on Great Swan Island, they shall comply with Honduran visa requirements and procedures relating to immigration inspection and alien registration and control.

(e) Shall permit aircraft and vessels engaged in the Cooperative Meteorological Program to go to Great Swan Island, without prior authorization but subject to prior notification to the pertinent authorities.

(f) Shall permit the entry into Honduras, free of customs and import duties, taxes, or other similar charges, of all materials, equipment, supplies, and goods furnished by the Government of the United States for use in the Cooperative Meteorological Program, and shall permit the entry into Honduras of such materials, equipment, supplies, and goods directly at Great Swan Island. Until the provisions of paragraph 4(m) below shall have been implemented,

(i) Such entries shall be reported to the Ministry of Finance, pursuant to paragraph 3(b) above, and

(ii) No item thus brought in shall be transported to any other part of the territory of Honduras without the prior authorization of the Ministry of Finance.

After paragraph 4(m) has been implemented, provisions (i) and (ii) above shall no longer be in force.

(g) Shall collect no license fees, taxes, or other similar charges in respect of the use in Honduras, in connection with the Cooperative Meteorological Program, of any items imported under the provisions of paragraph 4(f) above.

(h) Shall levy no fees, taxes, or other similar charges with respect to the use or ownership of the real property described in paragraph 4(a) above and paragraph 5 below

(i) Shall require no person ordinarily resident in the United States to pay in Honduras any tax for a license in respect of any service or work done for the Government of the United States in connection with the Cooperative Meteorological Program or under any contract made with the Government of the United States in connection with the Cooperative Meteorological Program.

(j) Shall exempt any official or employee of the Government of the United States temporarily in Honduras in connection with the Cooperative Meteorological Program from payment of any taxes or other charges which would otherwise be imposed upon him by virtue of his temporary residence in Honduras.

(k) Shall exempt any official or employee of the Government of the United States serving or employed in Honduras in connection with the Cooperative Meteorological Program, who is not a national of Honduras and who is residing in the country only by reason of such service or employment, from the payment of customs and import duties, taxes, or other similar charges on personal effects, household furnishings, equipment, and supplies, including one personal motor vehicle, which are imported into Honduras and which enter directly at Great Swan Island, for his own use or the use of his immediate family (spouse, parents, and children) Until the provisions of paragraph 4(m) below shall have taken effect,

(i) Such entries shall be reported to the Ministry of Finance, pursuant to paragraph 3(b) above; and

(ii) No item thus brought in shall be transported to any other part of the territory of Honduras without the prior authorization of the Ministry of Finance.

After paragraph 4(m) has taken effect, provisions (i) and (ii) above shall no longer be in force.

(l) Shall exempt any such official or employee, and the spouse, parents, and children of such official or employee, from the payment of all taxes that otherwise would be imposed on them solely by virtue of their residence in Honduras, including (1) income tax (except from income derived from sources in Honduras), (2) social security taxes, (3) any poll or personal tax; and (4) any tax on the ownership or use of property situated on Great Swan Island or outside Honduras.

(m) Shall provide on Great Swan Island, as soon as feasible, sufficient Honduran personnel who will reside on the island and who shall be authorized to issue on Great Swan Island all permits or authorizations required for the entry of persons, aircraft, vessels, materials, equipment, supplies, and household effects under the provisions of paragraph 4(d), 4(e), 4(f), 4(g), and 4(k) above, to issue visas, and to implement on Great Swan Island Honduran procedures with respect to alien registration and control.

5. Title to Property

(a) Title to the property on Great Swan Island described in Annex B shall be retained by the Government of the United States.

(b) Title to improvements to real property hereinafter furnished, acquired, or constructed by, or with funds provided by, the Government of the United States in connection with the Cooperative Meteorological Program shall be vested and remain vested in the Government of the United States.

(c) Title to any item of equipment or other personal property hereafter supplied by, or purchased with funds provided by, the Government of the United States in connection with the Cooperative Meteorological Program shall be vested and remain vested in the Government of the United States.

(d) In the event of termination of the Cooperative Meteorological Program, the Government of the United States shall have the option of removing from Great Swan Island any personal property to which it has title. Title to any property which is not removed shall be transferred to the Government of Honduras.

6. Liability The Government of the United States shall be responsible for claims for damage to property or injury to persons only with respect to activities connected with the Cooperative Meteorological Program directly engaged in or performed by that Government or its employees.

No liability shall attach to the Government of the United States based solely on the fact that it holds title to real or personal property used in connection with the program.

7 Protection of Radio Frequencies.

(a) During the life of the Cooperative Meteorological Program.

(i) The following radio frequencies shall be protected in order to ensure their use free of interference for the operation and maintenance of the facility described in paragraph 2 above. 2738 kHz, 2774.5 kHz, 3223 kHz, 3329 kHz, 3361.5 kHz, 5923.5 kHz, 5945 kHz, 6855 kHz, 6976 kHz, 8150 kHz, 9840 kHz, 9946 kHz, 12175 kHz, and 14790.5 kHz, and emergency frequencies 121.5 mHz and 242 mHz. [1]

(ii) The radio frequencies in the 401–406 MHZ and 1660–1700 MHZ [2] bands shall be protected to ensure their use free of interference for rawinsonde observations, in accordance with the provisions of the Radio Regulations [3] annexed to the International Telecommunication Convention. [4]

(iii) A radio call sign which has been assigned by the appropriate Honduran agency shall be used in its telecommunications operations by the meteorological observation and telecommunications facility on Great Swan Island.

(b) The appropriate agencies of the Governments of Honduras and the United States shall initiate consultations as soon as practicable for making available at the headquarters of the National Meteorological Service of Honduras the reports of the meteorological observations made at the Great Swan Island facility

[1] Should read "and emergency frequencies 121.5 MHz and 243 MHz."
[2] Should read "401–406 MHz and 1660–1700 MHz"
[3] TIAS 1901, 63 Stat. 1581, 1955.
[4] TIAS 1901, 63 Stat. 1399.

8. Appropriation of Funds. To the extent that the carrying out of any provision of this agreement will depend on funds appropriated by the Congress of the United States of America, it shall be subject to the availability of such funds.

9. Review of the Program. Five years after the entry into force of this agreement, or at an earlier date if mutually agreed upon, the Government of Honduras and the Government of the United States shall review its operation and consider its revision to provide for an adjustment and appropriate reapportionment of responsibilities under the program or for assumption by the Government of Honduras of complete responsibility for the operation and maintenance of the facility described in paragraph 2 above.

10. Term. This agreement shall enter into force [1] on the date of the exchange of the instruments of ratification of the Treaty mentioned above and shall continue in force until terminated by mutual agreement or sixty days after either Government has given notice in writing to the other Government of its intention to terminate it.

If the foregoing provisions are acceptable to the Government of Honduras, I have the honor to propose that Your Excellency's reply to that effect and my note shall constitute an agreement between our two Governments, which shall enter into force as provided above.

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

HEWSON A. RYAN

His Excellency
ANDRÉS ALVARADO PUERTO
Minister of Foreign Relations
Tegucigalpa, D.C

ANNEX A

1. The area of land enclosed by a perimeter beginning at an initial point No. 1, that point being located 897.9 ft. on azimuth 266 degrees 52′ from the Swan Island Triangulation Station, lat. 17 degrees 24′ 15.295″ N., long 83 degrees 56′ 24.080″ W , thence 764.1 ft. on azimuth 332 degrees 58′ to a point No. 2, thence 313.1 ft. on azimuth 16 degrees 00′ to a point No. 3, thence 472.8 ft. on azimuth 105 degrees 31′ to a point No. 4, thence 849.3 ft. on azimuth 51 degrees 28′ to a point No. 5, thence 1067.3 ft. on azimuth 135 degrees 59′ to a point No. 6, thence 787.0 ft. on azimuth 239 degrees 33′ to a point No. 7, thence 448.6 ft. on azimuth 154 degrees 16′ to a point No. 8, thence 263.9 ft. on azimuth 242 degrees 11′ to a point No. 9, thence 111.9 ft. on azimuth 338 degrees 20′ to a point No. 10; thence 709.2 ft. on azimuth 296 degrees 06′ to a point No. 11, thence 230.2 ft. on azimuth 243 degrees 36′ to the initial point No. 1.

[1] Sept. 1, 1972.

2. The area of land enclosed by a perimeter beginning at an initial point No. 13A, that point being located 1220.3 ft. on azimuth 224 degrees 17′ from the Swan Island Triangulation Station, lat. 17 degrees 24′ 15.295″ N., long. 83 degrees 56′ 24.080″ W , thence 150.0 ft. on azimuth 350 degrees 35′ to a point No. 13B, thence 125.0 ft. on azimuth 80 degrees 35′ to a point No. 13C; thence 261.4 ft. on azimuth 170 degrees 35′ to a point No. 13D, thence 371.1 ft. on azimuth 246 degrees 41′ to a point No. 14B, thence 104.3 ft. on azimuth 334 degrees 49′ to a point No. 14A, thence 159.7 ft. on azimuth 70 degrees 13′ to a point No. 14, thence 122.2 ft. on azimuth 47 degrees 47′ to the initial point No. 13A.

NOTE: All azimuths are measured clockwise from true North.

ANNEX B

Description of the Property on Great Swan Island to Which the Government of the United States Retains Title

All property, other than the land proper and the personal property of employees of the United States, which is located, as of the date of the Treaty, on the sites described in paragraph 4(a) of the agreement to which this Annex is attached, including, but not by way of limitation, the following:

(1) Building, prefabricated, type S–Engine generator building,
(2) Building, concrete block–Utility building (laundry),
(3) Power system–electrical system, engine generator prime power, 2 sub-stations, etc.,
(4) Tower beacon, rotating light beacon tower;
(5) Building, prefabricated, Quonset type, 40′ x 100′ (Barn #1),
(6) Building, prefabricated, Quonset type, 40′ x 100′ (Barn #2),
(7) Building, prefabricated, Type S–Storage Building;
(8) Building, concrete block–Storage building;
(9) Building, prefabricated–"Rancho" building;
(10) Building, wood–Living quarters,
(11) Building, concrete block–Mess Hall,
(12) Building, concrete block–Operations building;
(13) Fence, wire–compound enclosure fence,
(14) Building, concrete–Oil storage building;
(15) Fuel system–diesel fuel system, complete,
(16) Sewer system–sewer, disposal,
(17) Water system, salt,
(18) Building, concrete block–Well house,
(19) Water catchment system, consisting of
 2 ea. cistern, 50′ x 36′, 56,000 gals.
 1 ea. cistern (main), 30′ x 30′, 58,000 gals.
 1 ea. cistern (aux), 17′ x 36′, 20,000 gals.
(20) Water distribution system,
(21) Building, concrete block–Fire equipment shed (west end, Operations building),

(22) Building, concrete block–Fire equipment shed (located between laundry and oil storage building);
(23) Building, concrete block–Fire equipment shed (east end, Engine generator building),
(24) Building, prefabricated, Quonset type, 12′ x 21′ (Storage building at south end of Barn #2),
(25) Building, prefabricated, Quonset type, 12′ x 21′ (Storage building at south end of Barn #1),
(26) Building, concrete block (formerly seismograph building),
(27) Building, wood–recreation hut. (adjacent to living quarters building),
(28) Balloon inflation building;
(29) Tower, steel, with dome,
(30) All equipment, including test equipment and tools required for equipment maintenance purposes, associated with the meteorological observing facility;
(31) All equipment, including test equipment and tools required for equipment maintenance purposes, associated with the telecommunications facilities,
(32) All antenna arrays, with the exception of those directly supporting the radio air navigational facility;
(33) All special and test equipment and tools required to maintain and service generators and mobile equipment,
(34) All other items of equipment and furniture which have been provided by the Government of the United States to support the staffing and operation of the meteorological and telecommunication facility, except when it has been agreed by the two governments that title to a particular item should be transferred to the Government of Honduras. [1]

The Honduran Minister of Foreign Relations to the American Ambassador

SECRETARIA DE RELACIONES EXTERIORES
DE LA
REPUBLICA DE HONDURAS

TEGUCIGALPA, D C. *22 de Noviembre de 1971*

EXCELENCIA.

Tengo a honra dirigirme a Vuestra Excelencia para avisar recibo de su atenta nota de esta fecha, en la que se refiere al Tratado sobre las Islas de el Cisne suscrito también en esta fecha, sujeto a ratificación,

[1] The detailed list of items covered by (34) is deposited in the archives of the Department of State where it is available for reference.

entre los Gobiernos de Honduras y de los Estados Unidos de América. El Artículo II del Tratado declara la intención de los dos Gobiernos de establecer un programa de colaboración para la operación y mantenimiento de la instalación de observación meteorológica y de telecomunicaciones en las Islas de el Cisne, conforme a las disposiciones a convenirse entre los dos Gobiernos.

De acuerdo con el Artículo IV del Tratado, el Gobierno de los Estados Unidos de América traspasa al Gobierno de Honduras, en la fecha en que el Tratado entre en vigor, todas las tierras de que está en posesión así como los edificios, equipos y otros bienes muebles e inmuebles en las Islas de el Cisne, salvo lo que se convenga conforme con el Artículo II del Tratado.

En la misma nota Vuestra Excelencia se digna proponer un Programa de Colaboración entre nuestros dos Gobiernos, el cual se regirá por las siguientes condiciones:

1.–Nombre del Programa. El programa de colaboración al cual se refiere este acuerdo se conocerá con el nombre de "Programa Meteorológico Cooperativo de las Islas de el Cisne."

2.–Propósitos.–Los propósitos del Programa Meteorológico Cooperativo serán. facilitar la operación y mantenimiento de una instalación de observación meteorológica y de telecomunicaciones en las Islas de el Cisne; efectuar observaciones de superficie meteorológicas y de sondeo de radiovientos; y difundir internacionalmente informes sobre estas observaciones, mediante la colaboración entre los Gobiernos de Honduras y de los Estados Unidos.

3.–Tareas específicas que corresponderán al Gobierno de los Estados Unidos. Como su contribución al Programa Meteorológico Cooperativo, el Gobierno de los Estados Unidos:

(a) operará y mantendrá la instalación descrita en el párrafo dos anterior, y sumunistrará y mantendrá todos los edificios y servicios de agua, luz etc., y proporcionará todos los materiales, equipos, provisiones, artículos y personal que se requieran para la operación y mantenimiento de la instalación, salvo lo que adelante se dispone en el párrafo 4(b) siguiente, y,

(b) garantizará que los informes sobre todas las llegadas de personal conforme lo que adelante se dispone en el párrafo cuatro (d) siguiente, y las de aeronaves y embarcaciones conforme a las disposiciones del párrafo 4(e) siguiente, y las de materiales, provisiones, equipos y enseres conforme a las disposiciones de los párrafos 4(f)(i) y 4(k)(i) siguientes, se pongan a disposición del Gobierno de Honduras lo antes posible.

4.–Tareas específicas que corresponderán al Gobierno de Honduras. Como su contribución al Programa Meteorológico Cooperativo, el Gobierno de Honduras.

(a) pondrá en disponibilidad, con derecho de acceso, sin costo para el Gobierno de los Estados Unidos y por la duración del Pro-

grama Meteorológico Cooperativo, para su uso como lugares para la instalación que se describe en el párrafo dos de este documento, las dos áreas de tierra de las Isla Grande de El Cisne descritas en el Anexo A. Tendrán derecho al acceso a estas áreas los funcionarios, empleados y agentes del Gobierno de Honduras cuanto sea necesario para la operación y mantenimiento de cualquier instalación o equipo por los cuales el Gobierno de Honduras ha asumido responsabilidad. También, sin costo alguno para el Gobierno de los Estados Unidos y por la duración del Programa Meteorológico Cooperativo, se permitirá el acceso de funcionarios, empleados y agentes del Gobierno de los Estados Unidos a cualquier otra área donde haya líneas de servicio y distribución suministrando petróleo, agua o energía eléctrica para cualquier instalación o equipo por los cuales el Gobierno de los Estados Unidos es responsable, cuando sea necesario para la operación o mantenimiento de las líneas, instalaciones o equipos.

(b) Asumirá responsabilidad por el mantenimiento continuado y el ulterior desarrollo como fuere necesario para atender el Programa Meteorológico Cooperativo, del muelle y la pista de aterrizaje de la Isla Grande de el Cisne, incluso el mantenimiento del equipo relacionado con ellos, sujeto al derecho de acceso, a dichos muelle y pista de aterrizaje, sin costo alguno para el Gobierno de los Estados Unidos y mientras dure el Programa Meteorológico Cooperativo, que tendrán los funcionarios, empleados y agentes del Gobierno de los Estados Unidos.

(c) Tomará todas las medidas necesarias para facilitar:

(i) Las actividades del Gobierno de los Estados Unidos y sus funcionarios, empleados y agentes en relación con el Programa Meteorológico Cooperativo.

(ii) El suministro de tales servicios e instalaciones en Honduras, según sea necesario para llevar a cabo esas actividades, y,

(iii) La importación a Honduras de todos los materiales, equipos, provisiones y artículos proporcionados por el Gobierno de los Estados Unidos para su uso en el Programa Meteorológico Cooperativo.

(d) Eximirá a los funcionarios, empleados y agentes del Gobierno de los Estados Unidos que necesiten visitar o trabajar en la Isla Grande de el Cisne, en relación con el Programa Meteorológico Cooperativo, de los requisitos de visa, inspección de inmigración y cualquier registro o control como extranjeros, hasta que sean efectuadas las disposiciones del párrafo 4(m). Subsiguientemente, éstos llenarán, sin costo y a través de la indicada autoridad o autoridades hondureñas residentes en la

Isla Grande de el Cisne, los correspondientes requisitos hondureños de inmigración y el registro y control de extranjeros.

(e) Permitirá a las aeronaves y embarcaciones que estén rindiendo servicios al Programa Meteorológico Cooperativo, arribar a la Isla Grande de el Cisne, sin previo permiso pero sujeto a previa notificación a las autoridades correspondientes.

(f) Permitirá la entrada en Honduras, libres de derechos aduaneros y de importación, impuestos u otros gravámenes similares, de todos los materiales, equipos, provisiones y artículos que proporcione el Gobierno de los Estados Unidos para su uso en el Programa Meteorologico Cooperativo, y permitirá la entrada en Honduras de tales materiales, equipos, provisiones y artículos directamente en la Isla Grande de el Cisne. Hasta que hayan sido efectuadas las disposiciones del párrafo 4(m) siguiente, (i) tales importaciones serán informadas a la Secretaría de Hacienda de acuerdo con el párrafo 3(b) anterior, y (ii) ningún artículo así introducido será transportado a cualquier otra parte del territorio de Honduras sin previa autorizacion de la Secretaría de Hacienda. Una vez que sea ejecutado el párrafo 4(m) siguiente, las disposiciones (i) y (ii) no quedarán vigentes.

(g) No cobrará derechos de licencia, impuestos u otros gravámenes similares respecto del uso en Honduras, en relacion con el Programa Meteorológico Cooperativo, sobre cualesquiera de los artículos importados conforme a las disposiciones del párrafo 4(f), que antecede.

(h) No aplicará gravámenes, impuestos u otros cargos similares respecto del uso o sobre la propiedad de los bienes inmuebles que se describen en el párrafo 4(a) anterior y el párrafo 5 posterior.

(i) No exigirá a persona alguna que normalmente resida en los Estados Unidos el pago en Honduras de ningun impuesto por la licencia respecto de cualquier servicio o trabajo prestado al Gobierno de los Estados Unidos en relación con el Programa Meteorológico Cooperativo o bajo cualquier contrato concertado con el Gobierno de los Estados Unidos en relacion con dicho Programa Meteorológico Cooperativo.

(j) Eximirá a todo funcionario o empleado del Gobierno de los Estados Unidos que esté temporalmente en Honduras, en relación con el Programa Meteorológico Cooperativo, del pago de cualesquiera impuestos u otros cargos que de otra manera se le aplicarían por virtud de su residencia temporal en Honduras.

(k) Eximirá a todo funcionario o empleado del Gobierno de los Estados Unidos, en funciones o empleado en Honduras en relación con el Programa Meteorológico Cooperativo, que no sea nacional de Honduras y que sea residente en el pais única-

mente por motivo de tales funciones o empleo, del pago de derechos aduaneros y de importación, impuestos u otros gravámenes similares sobre los efectos personales, muebles y enseres, equipos y provisiones, incluyendo un vehículo motorizado personal, que sean importados a Honduras e introducidos directamente en la Isla Grande de el Cisne, para su propio uso o el de su familia inmediata (cónyuge, padres e hijos). Hasta que hayan sido efectuadas las disposiciones del párrafo 4(m) siguiente, (i) tales importaciones serán informadas a la Secretaría de Hacienda de acuerdo con el párrafo 3(b) anterior, y (ii) ningún artículo así introducido será transportado a cualquier otra parte del territorio de Honduras sin previa autorización de la Secretaría de Hacienda. Una vez que se dé cumplimiento al párrafo 4(m) siguiente, las disposiciones (i) y (ii) no quedarán vigentes.

(l) Eximirá a tal funcionario o empleado, y al cónyuge, padres e hijos de tal funcionario o empleado, del pago de todo impuesto que de otra forma se les impondría por el solo hecho de su residencia en Honduras, incluyendo (1) impuesto sobre la renta (salvo en el caso de ingresos derivados de fuentes en Honduras), (2) impuestos del Seguro Social, (3) cualquier impuesto per capita o personal, y (4) cualquier impuesto sobre la propiedad o el uso de bienes en la Isla Grande de el Cisne o fuera de Honduras.

(m) Proporcionará en la Isla Grande de el Cisne, tan pronto como sea factible, suficiente personal hondureño, residente en la Isla, con facultades de emitir, en la Isla Grande de el Cisne, cualesquiera permisos o autorizaciones requeridas para la entrada de personas, aeronaves, barcos, materiales, equipos, provisiones y enseres bajo las disposiciones de los párrafos 4(d), 4(e), 4(f), 4(g), y 4(k) anteriores, a expedir visas, y a llevar a cabo en la Isla Grande de el Cisne la aplicación de los procedimientos hondureños respecto al registro y control de extranjeros.

5. – Título de Propiedad

(a) El título de las propiedades en la Isla Grande de el Cisne que se describen en el Anexo B adjunto será retenido por el Gobierno de los Estados Unidos.

(b) El título a las mejoras en los bienes inmuebles que de aquí en adelante sean proporcionadas, obtenidas o construidas por el Gobierno de los Estados Unidos, o con fondos provenientes del mismo, en relación con el Programa Meteorológico Cooperativo, será reconocido y permanecerá a nombre del Gobierno de los Estados Unidos.

(c) El título de propiedad de cualquier pieza de equipo u otros bienes muebles que de aquí en adelante sean suministrados por el Gobierno de los Estados Unidos, o comprados con

fondos proporcionados por el mismo, en relación con el Programa Meteorológico Cooperativo, será reconocido y permanecerá a nombre del Gobierno de los Estados Unidos.

(d) En el caso que se dé por terminado el Programa Meteorológico Cooperativo, el Gobierno de los Estados Unidos tendrá la opcion de retirar de la Isla Grande de el Cisne cualquier propiedad mueble cuvo título posea. El título sobre cualquier propiedad que no se retire se traspasará al Gobierno de Honduras.

6. – Responsabilidad. El Gobierno de los Estados Unidos asume la responsabilidad por los reclamos, por daños a la propiedad o a personas, únicamente respecto a las actividades relacionadas con el Programa Meteorológico Cooperativo que directamente esté llevando a cabo o haya realizado dicho Gobierno o sus empleados.

No se atribuirá responsabilidad alguna al Gobierno de los Estados Unidos derivada del simple hecho de tener título de propiedad sobre los bienes inmuebles o personales que se utilicen en el desarrollo del Programa.

7 – Protección de las radiofrecuencias

(a) Durante la vigencia del Programa Meteorológico Cooperativo

(i) se protegerán las radiofrecuencias siguientes. con el fin de garantizar su uso, libre de interferencia, para la operación y mantenimiento de la instalación que se describe en el párrafo dos anterior· 2738 kHz, 2774.5 kHz, 3223 kHz, 3329 kHz, 3361.5.kHz, 5923.5, kHz, 5945 kHz, 6855 kHz, 6976 kHz, 8150 kHz, 9840 kHz, 9946 kHz, 12175 kHz, 14790.5 kHz y frecuencias de emergencia 121.5 mHz y 242 mHz. [1]

(ii) las frecuencias de radio en las bandas de 401–406 mHz y 1660–1700 mHz, [2] se protegerán para asegurar su uso, libre de interferencia, para observaciones de sondeo de radiovientos, en conformidad con las disposiciones del Reglamento de radio anexo a la Convención Internacional de Telecomunicaciones.

(iii) la instalación de observaciones meteorológicas y telecomunicaciones en la Isla Grande de el Cisne usará la señal de llamada para sus telecomuniaciones que le haya asignado la autoridad hondureña competente.

(b) Los organismos apropiados del Gobierno de Honduras y del Gobierno de los Estados Unidos iniciarán consultas, tan pronto como sea posible, para poner a la disposición de la sede del Servicio Meteorológico Nacional de Honduras los informes de las observaciones meteorológicas llevadas a cabo en la instalación de la Isla Grande de el Cisne.

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[1] Should read "121.5 MHz y 243 MHz."
[2] Should read "401–406 MHz y 1660–1700 MHz,"

8. – Asignación de fondos. En la medida en que la ejecución de lo dispuesto en el presente acuerdo dependa de la asignación de fondos por el Congreso de los Estados Unidos de América, tal ejecución se sujetará a la disponsibilidad de dichos fondos.

9. – Examen del Programa. – Cinco años después de que el presente acuerdo haya entrado en vigor, o en una fecha anterior, si así se acordare mutuamente, el Gobierno de Honduras y el Gobierno de los Estados Unidos, harán un examen de su funcionamiento y considerarán su revision para ofrecer un reajuste y reparto apropriado de las responsabilidades bajo el programa o para que el Gobierno de Honduras asuma la plena responsabilidad de la operación y mantenimiento de la instalacion que se describe en el párrafo 2 anterior.

10. – Vigencia. – El presente acuerdo entrará en vigencia en la fecha del canje de los instrumentos de ratificación del Tratado citado anteriormente y seguirá vigente hasta que se dé por terminado por mutuo acuerdo o sesenta días después de que uno de los dos Gobiernos haya notificado por escrito al otro Gobierno de su intencion de denunciarlo.

Siendo aceptables para el Gobierno de Honduras las anteriores disposiciones, la nota de Vuestra Excelencia y la presente, constituyen un Acuerdo, el que entrará en vigencia en la forma ya establecida.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia las seguridades de mi más alta consideración.

[SEAL] ANDRÉS ALVARADO P

Andrés Alvarado Puerto
Ministro de Relaciones Exteriores
de Honduras

A su Excelencia
HEWSON A. RYAN
Embajador de los Estados Unidos de America
Embajada Americana
En Sus Manos

Translation

MINISTRY OF FOREIGN RELATIONS
OF THE
REPUBLIC OF HONDURAS

TEGUCIGALPA, D C., *November 22, 1971*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note of this date, which refers to the Treaty on the Swan Islands, concluded also on this date, subject to ratification, between the Governments of Honduras and the United States of America.

Article II of the Treaty states the intention of the two Governments to establish a cooperative program for the operation and maintenance of the meteorological observation and telecommunications facility on the Swan Islands, according to terms to be agreed upon between the two Governments.

Under Article IV of the Treaty, the Government of the United States of America transfers to the Government of Honduras, on the date the Treaty enters into force, all land to which it holds title, as well as buildings, equipment, and other real and personal property on the Swan Islands, except as agreed pursuant to Article II of the Treaty

In the same note Your Excellency proposes a cooperative program between our two Governments on the following terms.

[For the English language text, see p. 2637]

Since the foregoing provisions are acceptable to the Government of Honduras, Your Excellency's note and this note in reply shall constitute an agreement, which shall enter into force as provided.

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

[SEAL] ANDRÉS ALVARADO P

Andrés Alvarado Puerto
Minister of Foreign Relations
of Honduras

His Excellency
HEWSON A. RYAN,
Ambassador of the United States
of America,
United States Embassy.

HONDURAS

Swan Islands: Electric Power for Certain Facilities

Agreement supplementing the meteorological program agreement of November 22, 1971.
Effected by exchange of notes
Signed at Tegucigalpa November 22, 1971;
Entered into force September 1, 1972.

The American Ambassador to the Honduran Minister of Foreign Relations

No. 191 TEGUCIGALPA, D C., *November 22, 1971*

EXCELLENCY:

I have the honor to refer to the Treaty on the Swan Islands, [1] signed today, subject to ratification, on behalf of the Government of the United States of America and the Government of Honduras.

Article II of the Treaty declares the intention of the two Governments to establish a cooperative program for the continuation of the meteorological observation and telecommunications facility on the Swan Islands according to terms to be agreed upon between the two Governments.

These terms were agreed in an exchange of notes today [2] between Your Excellency and me and provide, *inter alia*, for the Government of the United States to retain title to the electric generators which furnish electric power for the facility and for the Government of Honduras to assume responsibility for the maintenance and further development of the dock and landing strip.

Furthermore, Article III of the Treaty provides for the Government of Honduras to assume responsibility for the operation and maintenance of the radio air navigational facility on the Swan Islands. The electric generators referred to presently supply also the electrical power needed for the operation of the radio air navigational facility and for the lighting systems associated with the dock and the landing strip.

In view of the above, I have the honor to propose that, in order to facilitate the operations for which the Government of Honduras

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[1] TIAS 7453, *ante*, p. 2630.
[2] TIAS 7454, *ante*, p. 2637.

will be responsible, the Government of the United States, while it continues to operate the electric generators on Great Swan Island, shall make electric power available to the radio air navigational facility and the lighting systems associated with the dock and the landing strip, without cost to the Government of Honduras, provided that

(a) current levels of consumption at each of the three installations shall not be exceeded without prior agreement between the appropriate representatives of the two Governments,
(b) the Government of Honduras shall assume responsibility for the maintenance of the electric service lines between each of the three installations and the nearest power distribution point to the installation in question.

If the foregoing is acceptable to the Government of Honduras, I have the honor to propose that Your Excellency's reply to that effect and my note shall constitute a further agreement between our two Governments, which shall be supplementary to the agreement on the meteorological facility and which shall enter into force[1] on the day of exchange of the instruments of ratification of the Treaty mentioned above and shall continue in force until terminated by mutual agreement or for sixty days after either Government has given notice in writing to the other Government of its intention to terminate this further agreement.

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

HEWSON A. RYAN

His Excellency
ANDRÉS ALVARADO PUERTO
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

TEGUCIGALPA, D C. *22 de Noviembre de 1971*

EXCELENCIA.

Tengo a honra avisar recibo a Vuestra Excelencia de su nota de esta fecha, en la que se refiere al Tratado sobre las Islas de el Cisne, suscrito

[1] Sept. 1, 1972.

hoy, sujeto a ratificación, entre los Gobiernos de Honduras y de los Estados Unidos de América.

Dice Vuestra Excelencia. "El Artículo II del Tratado declara la intención de ambos Gobiernos de establecer un programa de colaboración para la continuación de la instalación de observaciones meteorológicas y telecomunicaciones en las Islas de el Cisne segun términos a acordarse entre los dos Gobiernos.

Dichos términos fueron acordados en un canje de notas hoy día entre Vuestra Excelencia y yo, y disponen, entre otras cosas, que el Gobierno de los Estados sigue en posesión del título de propiedad de los generadores eléctricos que suministran fuerza eléctrica a la instalación y que el Gobierno de Honduras asume la responsabilidad para el mantenimiento y desarrollo ulterior del muelle y la pista de aterrizaje.

Además, el Artículo III del Tratado dispone que el Gobierno de Honduras asumira la responsabilidad de la operación y mantenimiento de la instalación de radionavegación aérea en las Islas de el Cisne.

Los generadores eléctricos a que se ha hecho referencia también suministran en la actualidad la fuerza eléctrica necesaria para la operación de la instalación de radionavegación aérea y para los sistemas de alumbrado del muelle y de la pista de aterrizaje.

En vista de lo anterior, tengo el honor de proponer que, con el fin de facilitar las operaciones que serán responsabilidad del Gobierno de Honduras, el Gobierno de los Estados Unidos, mientras tenga a su cargo el funcionamiento de los generadores eléctricas en la Isla Grande de el Cisne, suministrara fuerza eléctrica a la instalación de radionavegación aérea y a los sistemas de alumbrado del muelle y de la pista de aterrizaje, sin costo alguno para el Gobierno de Honduras, siempre y cuando

(a) los níveles actuales de consumo de cada una de las tres instalaciones no se excedan sin que exista un acuerdo mutuo previo entre representantes autorizados de ambos Gobiernos,
(b) el Gobierno de Honduras asuma la responsabilidad del mantenimiento de las líneas de servicio eléctrico entre cada una de las tres instalaciones y el punto más cercano de distribución de fuerza a la instalación en cuestión."

Siendo aceptables para el Gobierno de Honduras las anteriores disposiciones, la nota de Vuestra Excelencia y la presente, constituyen un Acuerdo, el que entrara en vigencia en la fecha del canje de los instrumentos de ratificación del Tratado anteriormente citado, y que seguirá en vigencia hasta que se dé por terminado por mutuo acuerdo o durante sesenta días después que uno de los Gobiernos haya notificado por escrito al otro Gobierno su intención de denunciar este acuerdo adicional.

Aprovecho esta oportunidad para reiterar a Vuestra Excelencia las muestras de mi más alta consideración.

[SEAL] ANDRÉS ALVARADO P

Andrés Alvarado Puerto
Ministro de Relaciones Exteriores de Honduras

A su Excelencia
HEWSON A. RYAN
Embajador de los Estados Unidos de América

Translation

MINISTRY OF FOREIGN RELATIONS
OF THE
REPUBLIC OF HONDURAS

TEGUCIGALPA, D.C., *November 22, 1971*

EXCELLENCY:

I have the honor to acknowledge receipt of your note of this date, which refers to the Treaty on the Swan Islands, concluded today, subject to ratification, between the Governments of Honduras and the United States of America,

Your Excellency states.

[For the English language text, see p. 2652.]

Since the foregoing terms are acceptable to the Government of Honduras, Your Excellency's note and this reply shall constitute an agreement, which shall enter into force on the date of exchange of the instruments of ratification of the aforesaid Treaty and shall continue in force until terminated by mutual agreement or for sixty days after either Government has given notice in writing to the other Government of its intention to terminate this further agreement.

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

[SEAL] ANDRÉS ALVARADO P

Andrés Alvarado Puerto
Minister of Foreign Relations of Honduras

His Excellency
HEWSON A. RYAN
Ambassador of the United States of America.

VIET-NAM

Agricultural Commodities

Agreement amending the agreement of June 28, 1971, as amended, and the agreement of April 19, 1972, as amended.
Effected by exchange of notes
Signed at Saigon September 6, 1972;
Entered into force September 6, 1972.

The American Ambassador to the Vietnamese Minister of Foreign Affairs

No. 228 SEPTEMBER 6, 1972

EXCELLENCY

I have the honor to refer to the Agricultural Commodities Agreements signed by representatives of our two Governments June 28, 1971, as amended, [1] and April 19, 1972, as amended, [2] and to propose a further amendment to each of these two Agreements as follows.

(A) For the June 28, 1971 Agreement, as amended, in Part II, Item IV, Paragraph B, following the phrase "for wheat/wheat flour – wheat/wheat flour, foodgrains including products thereof" insert the additional phrase "(except rice paper and noodles)"

(B) For the April 19, 1972 Agreement, as amended, in Part II, Item IV, delete Paragraph C, Permissible Exports, entirely

All other terms and conditions of the June 28, 1971 Agreement, as amended, and the April 19, 1972 Agreement, as amended, remain the same.

If the foregoing is acceptable to your Government, I propose that this note and your reply thereto constitute an Agreement between our two Governments effective the date of your note in reply.

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

Sincerely yours,

ELLSWORTH BUNKER

Ellsworth Bunker
American Ambassador

His Excellency
TRAN VAN LAM
Minister of Foreign Affairs
Republic of Vietnam
Saigon, Vietnam

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[1] TIAS 7157, 7208, 7292, 22 UST 1459, 1753.
[2] TIAS 7322, 7342, *ante*, pp. 614, 786.

The Vietnamese Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

No. 3960/EF/HT

SAIGON, *September 6, 1972*

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's Note No 228 dated September 6, 1972 which reads as follows

"I have the honor to refer to the Agricultural Commodities Agreements signed by representatives of our two Governments June 28, 1971, as amended, and April 19, 1972, as amended, and to propose a further amendment to each of these two Agreements as follows:

(A) For the June 28, 1971 Agreement, as amended, in Part II, Item IV, Paragraph B, following the phrase "for wheat/wheat flour – wheat/wheat flour, foodgrains including products thereof" insert the additional phrase "(except rice paper and noodles)".

(B) For the April 19, 1972 Agreement, as amended, in Part II, Item IV, delete Paragraph C, Permissible Exports, entirely

All other terms and conditions of the June 28, 1971 Agreement, as amended, and the April 19, 1972 Agreement, as amended, remain the same.

If the foregoing is acceptable to your Government, I propose that this note and your reply thereto constitute an Agreement between our two Governments effective the date of your note in reply.

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

I have the honor to confirm to Your Excellency my concurrence in the contents of Your Note.

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

[SEAL] TRAN VAN LAM

Tran-Van-Lam
Minister of Foreign Affairs

His Excellency
ELLSWORTH BUNKER
Ambassador of the United States of America
Saigon

PAKISTAN

Agricultural Commodities

Agreement amending the agreement of March 9, 1972, as amended.
Effected by exchange of notes
Signed at Islamabad September 1, 1972,
Entered into force September 1, 1972.

The American Minister-Counselor, Director, to the Pakistani Secretary, Economic Affairs Division

EMBASSY OF THE
UNITED STATES OF AMERICA

ISLAMABAD *September 1, 1972*

SIR

I have the honor to refer to the Exchange of Notes between our two Governments signed on March 9, 1972 as amended on May 11, 1972 and July 21, 1972,[1] amending the Agricultural Commodities Agreements between our two Governments signed on November 25, 1970 and August 6, 1971,[2] and am pleased to inform the Government of Pakistan that the United States Government has agreed to further amend the said Notes as follows

In the paragraph following Paragraph (B) of the Notes signed on March 9, 1972 as amended on May 11, 1972 and July 21, 1972, delete the words "180 days" and instead insert the words "210 days"

All other items in the said Agreements and the said Notes shall remain unchanged.

If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute an agreement between our two Governments to enter into force under the date of your note in reply

Please accept the renewed assurance of my highest consideration.

JOSEPH C. WHEELER

Joseph C. Wheeler
Minister-Counselor, Director

MR. S.S. IQBAL HOSAIN, S.Q.A., PMAS
Secretary
Economic Affairs Division
Ministry of Finance, Planning and Development
Government of Pakistan
Islamabad

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[1] TIAS 7301, 7339, 7426, *ante*, pp. 257, 776, 1474.
[2] TIAS 7087, 7233, 22 UST 484, 1893.

The Pakistani Secretary, Economic Affairs Division, to the American Minister-Counselor, Director

GOVERNMENT OF PAKISTAN
ECONOMIC AFFAIRS DIVISION

No. 1(2)US-VI/72. ISLAMABAD *September 1, 1972.*

DEAR MR. WHEELER,

I have the honour to acknowledge with thanks the receipt of your letter dated September 1, 1972, regarding extension of the time limit of 180 days to 210 days for the despatch of the PL 480 rice lying at Karachi, to Chittagong.

2. The text of your letter under reference is reproduced below

"I have the honour to refer to the Exchange of Notes between our two Governments signed on March 9, 1972 as amended on May 11, 1972 and July 21, 1972 amending the Agricultural Commodities Agreements between our two Governments signed on November 25, 1970 and August 6, 1971, and am pleased to inform the Government of Pakistan that the United States Government has agreed to further amend the said Notes as follows

In the paragraph following Paragraph (B) of the Notes signed on March 9, 1972 as amended on May 11, 1972 and July 21, 1972, delete the words "180 days" and instead insert the words "210 days"

All other items in the said Agreements and the said Notes shall remain unchanged.

If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute an agreement between our two Governments to enter into force under the date of your note in reply

Please accept the renewed assurances of my highest consideration"

3. I write to concur in the contents of your letter and to confirm that this exchange of letters between us shall constitute an agreement between our two Governments.

Sincerely yours,

S. S. IQBAL HOSAIN

(S.S. Iqbal Hosain)

MR. JOSEPH C. WHEELER,
Minister-Counselor, Director,
USAID Mission,
Islamabad.

TIAS 7457

ARGENTINA

Social Security

Agreement effected by exchange of notes Signed at Buenos Aires September 15, 1972; Entered into force September 15, 1972.

The American Ambassador to the Argentine Minister of Foreign Affairs and Worship

EMBASSY OF THE UNITED STATES OF AMERICA,
BUENOS AIRES, ARGENTINA,

No. 160 SEPTEMBER 15, 1972.

EXCELLENCY:

I have the honor to refer to your Ministry's Note of August 14, 1968, [1] in which the Government of Argentina expressed its desire to conclude an agreement for the purpose of removing the causes which moved the Social Security Administration of the Government of the United States to apply the present system of payments of pensions to beneficiaries residing abroad.

With respect to old-age, survivors, and disability benefits authorized by the various social insurance funds, the Government of Argentina states that otherwise qualified American citizens have been allowed to apply for and have been paid such benefits at the full rate without regard to their place of residence since at least July 1968. The Government of Argentina further states that any such American citizen who is entitled to any such benefits may apply for and receive such benefits at the full rate for any period after June 30, 1968, which might have been denied him solely because of his absence from Argentina, and that henceforth benefit payments shall be made to otherwise qualified United States citizens as a class at the full rate without regard to their place of residence or the duration of their absence from Argentina.

On its part the Government of the United States will agree that the social insurance system of Argentina meets all of the conditions of Section 202(t)(2) of the Social Security Act (42 USC 402(t)(2)) effective July 1, 1968, and that the restrictions in Section 202(t)(1)

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[1] Not printed.

(42 USC 402(t)(1)) of the Social Security Act shall not apply to citizens of Argentina from that date.

If this proposal is acceptable to the Government of Argentina, this note and your Excellency's reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your Excellency's reply

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

JOHN DAVIS LODGE

John Davis Lodge
Ambassador

His Excellency
BRIGADIER (R.E.) DON EDUARDO F MC LOUGHLIN,
Minister of Foreign Affairs and Worship,
Buenos Aires, Argentina.

The Argentine Minister of Foreign Affairs and Worship to the American Ambassador

MINISTRO DE RELACIONES EXTERIORES Y CULTO

BUENOS AIRES, *15 de septiembre de 1972*

SEÑOR EMBAJADOR

Tengo el honor de dirigirme a Vuestra Excelencia para acusar recibo de su nota del día de la fecha cuyo texto transcribo a continuación.

"Señor Ministro

"Tengo el honor de dirigirme a Vuestra Excelencia con referencia a la nota del 14 de agosto de 1968 en la cual el Gobierno de la República Argentina expresó su deseo de celebrar un Acuerdo con el propósito de eliminar las causas que llevaron a la Administración de Seguridad Social de los Estados Unidos de América a aplicar el actual sistema de pagos de jubilaciones a los beneficiarios residentes en el exterior.

"Con respecto a los beneficios a la vejez, causahabientes e incapacitados autorizados por las diversas cajas de Seguridad Social, el Gobierno de la República Argentina manifiesta que los ciudadanos de los Estados Unidos de América que reúnen los requisitos, han podido solicitar y se les han pagado tales beneficios en su totalidad, sin tener en cuenta su lugar de residencia, desde por lo menos el mes de julio de 1968. El Gobierno argentino además manifiesta que cualquier ciudadano de los Estados Unidos de América a quien le correspondan tales beneficios, puede solicitar y recibirlos en su

totalidad durante cualquier período posterior al 30 de junio de 1968 siempre que le hubiesen sido negados a causa de su ausencia de la República Argentina y que, en lo sucesivo, los pagos de beneficios se harán en su totalidad a los ciudadanos de los Estados Unidos de América que reúnan los requisitos, sin tener en cuenta su lugar de residencia o la duración de su ausencia de la República Argentina.

"Por su parte el Gobierno de los Estados Unidos de América aceptará que el sistema de Seguro Social de la República Argentina reúne todas las condiciones de la Sección 202 (t) (2) de la Ley de Seguridad Social (42 USC 402 (t) (2)) con efectividad al 1º de julio de 1968 y que las restricciones de la Sección 202 (t) (1) (42 USC 402 (t) (1)) de la Ley de Seguridad Social no se aplicarán a los ciudadanos de la República Argentina, desde aquella fecha.

"Si esta propuesta es aceptable al Gobierno argentino, esta nota y la respuesta afirmativa de Vuestra Excelencia constituirán un acuerdo entre los dos Gobiernos que entrará en vigor en la fecha de vuestra respuesta.

"Acepte, señor Ministro las renovadas seguridades de mi más alta consideración. Firmado JOHN DAVIS LODGE, *Embajador*"

En respuesta, me es grato trasmitir a Vuestra Excelencia la conformidad del Gobierno de mi país con el texto de la nota precedentemente trascripta y por consiguiente, la misma y la presente nota constituyen un Acuerdo sobre la materia.

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

EDUARDO F MC LOUGHLIN

A Su Excelencia el señor Embajador
Extraordinario y Plenipotenciario
de los Estados Unidos de América,
Don JOHN DAVIS LODGE
Buenos Aires

Translation

MINISTER OF FOREIGN AFFAIRS AND WORSHIP

BUENOS AIRES, *September 15, 1972*

MR. AMBASSADOR

I have the honor to acknowledge receipt of Your Excellency's note of this date, the text of which, translated into Spanish, reads as follows.

[For the English language text, see p. 2660.]

In reply, I am happy to inform Your Excellency that my country's Government considers the text of the note transcribed above to be

acceptable, and consequently the aforesaid note and this reply shall constitute an agreement on the matter.

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

EDUARDO F MC LOUGHLIN

His Excellency
JOHN DAVIS LODGE,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Buenos Aires.

SAUDI ARABIA

Military Assistance: Deposits Under Foreign Assistance Act of 1971

Agreement effected by exchange of notes
Dated at Jidda April 11 and 19 and May 15, 1972;
Entered into force May 15, 1972.

The American Embassy to the Saudi Arabian Ministry of Foreign Affairs

No. 165

The Embassy of the United States of America presents its compliments to the Royal Ministry of Foreign Affairs of the Kingdom of Saudi Arabia and has the honor to refer to recent discussions regarding the United States Foreign Assistance Act of 1971, [1] which includes a provision requiring payment to the United States Government in Saudi riyals of ten percent of the value of grant military assistance provided by the United States to the Government of Saudi Arabia.

In accordance with that provision, it is proposed that the Government of the Kingdom of Saudi Arabia will deposit, in an account to be operated by the United States Government, an amount of Saudi riyals, at the legal rate of exchange for riyals to dollars existing on the day the deposit is made, equal to ten percent of the amount of military assistance granted the Government of the Kingdom of Saudi Arabia by the United States Government. The Government of the Kingdom of Saudi Arabia will be notified quarterly of the rendering of defense services and the costs. Deposits to the account of the United States Government will be due and payable upon request by the United States Government, which request shall be made, if at all, within one year following the aforesaid notification of deliveries.

It is further proposed that the amounts to be deposited may be used to pay official costs of the United States Government payable in Saudi riyals.

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[1] 86 Stat. 26, 22 U.S.C. § 2321g.

It is finally proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of the Kingdom of Saudi Arabia shall, together with this note, constitute an Agreement between our Governments on this subject effective from and after February 7, 1972, and applicable to the rendering of defense services funded or agreed to on or subsequent to that date.

The Embassy of the United States of America avails itself of this opportunity to renew to the Royal Ministry the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
Jidda, April 11, 1972

The American Embassy to the Saudi Arabian Ministry of Foreign Affairs

No. 178

The Embassy of the United States of America presents its compliments to the Royal Ministry of Foreign Affairs of the Kingdom of Saudi Arabia and has the honor to refer to recent discussions concerning payment to the United States Government of ten percent of the value of grant military assistance provided by the United States to the Government of the Kingdom of Saudi Arabia. In accordance with those discussions, the Embassy wishes to confirm that in the case of Saudi Arabia the requirement for such a deposit would only apply to military grant assistance which is received after July 1, 1972.

The Embassy of the United States of America avails itself of this opportunity to renew to the Royal Ministry the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
Jidda, April 19, 1972

يطيب لوزارة الخارجية ان تعلن سفارة الولايات المتحده الامريكيه
موافقتها على ماجاء بمعاليه.

وتنتهز وزارة الخارجية هذه الفرصة لتعرب لسفارة الولايات المتحده الامريكيه
عن وافر اعتبارها "

The Saudi Arabian Ministry of Foreign Affairs to the American Embassy

المملكة العربية السعودية
وزارة الخارجية

الرقم : ٩٢ / ٥ / ١ / ٩٤٨٧٤/٢
التاريخ : ٢ / ٤ / ٩٢هـ
المرفقات:

تهدى وزاره خارجيه المملكة العربيه السعوديه تحياتها الى سفارة الولايات المتحده الامريكيه بجده

وبالاشارة الى مذكرتها رقم ١٦٥ تاريخ ١١ أبريل ١٩٧٢ الموافق ٢٧ صفر ١٣٩٢ التى بينت بها ان قانون المساعده الخارجيه الامريكية لعام ١٩٧١ يتضمن نصا يقضى بدفع عشرة بالمائة من الريالات السعودية لحكومه الولايات المتحده الامريكيه من قيمة منحه المساعده العسكريه التى تقدمها الولايات المتحده لحكومه المملكة العربيه السعوديه

وما اقترحته المذكره وفقا لهذا النص من ان يودع حكومه المملكة العربيه السعوديه ، فى حساب يدار من قبل حكومه الولايات المتحده ، مبلغا بالريالات السعودية ، بسعر الصرف القانونى ، مساويا لعشره بالمائة من قيمه المساعده العسكريه التى تقدمها حكومة الولايات المتحده لحكومه المملكة العربيه السعوديه حسب التفاصيل وللأغراض المبينه فى مذكره السفاره المشار اليها

وبما ان سفارة الولايات المتحده اقترحت ان تشكل مذكرتها رقم ١٦٥ تاريخ ١١/ أبريل ١٩٧٢ ورد وزاره الخارجيه عليها بالموافقه ، اتفاقيه بين الحكومتين حول هذا الموضوع ابتداء من السابع من شهر فبراير ١٩٧٢(١٢/٢٢ / ١٣٩٢) وماتلته ، بحيث تنطبق على تقديم الخدمات الدفاعيه الممول او التى يوافق على تمويلها فى ذلك التاريخ أو بعد ذلك ، وبحيث يجرى دفع نسبه العشره بالمائه اعتبارا من منحة المساعده العسكريه التى سيجرى تسلمها بعد اول يوليو ١٩٧٢ (كما جاء فى مذكره السفاره التوضيحيه رقم ١٧٣ وتاريخ ١٩ أبريل ١٩٧٢)

TIAS 7459

95-005 O - 73 15

Translation

THE KINGDOM OF SAUDI ARABIA
MINISTRY OF FOREIGN AFFAIRS

No. 92/5/4874/2

DATE 4/2/92 HIJRA
[Corresponding to MAY 15, 1972]

The Ministry of Foreign Affairs of the Kingdom of Saudi Arabia presents its compliments to the Embassy of the United States of America, and, with reference to the Embassy's note No. 165, dated April 11, 1972, corresponding to Safar 27, 1392, in which it explains that the United States Foreign Assistance Act of 1971 includes a provision requiring the payment to the United States Government in Saudi riyals of ten percent of the value of grant military assistance provided by the United States to the Government of the Kingdom of Saudi Arabia, and proposes, in accordance with that provision, that the Government of the Kingdom of Saudi Arabia will deposit, in an account to be operated by the United States Government, an amount of Saudi riyals, at the legal rate of exchange, equal to ten percent of the value of military assistance granted the Government of the Kingdom of Saudi Arabia by the United States Government in accordance with the details of, and for the purposes set forth in, the Embassy's aforementioned note, and since the Embassy of the United States has proposed that its note No. 165, dated April 11, 1972, and the reply of the Ministry of Foreign Affairs in acceptance thereof shall constitute an Agreement between the two Governments on this subject effective from and after February 7, 1972 (12/22/1392), and applicable to the rendering of defense services funded or agreed that they be funded on, or subsequent to, that date, providing that the payment of the ten percent would apply to grant military assistance which is received after July 1, 1972 (as mentioned in the Embassy's explanatory note No. 173, dated April 19, 1972), the Ministry of Foreign Affairs has the pleasure to announce to the Embassy of the United States of America its acceptance of the foregoing.

The Ministry of Foreign Affairs avails itself of this opportunity to express to the Embassy of the United States of America the assurances of its highest consideration.

[SEAL]

ISRAEL

Binational Science Foundation

Agreement signed at New York September 27, 1972;
Entered into force September 27, 1972.
With exchange of letters
Signed at Washington September 27, 1972.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ISRAEL ON THE UNITED STATES-ISRAEL BINATIONAL SCIENCE FOUNDATION

The Government of the United States of America and the Government of Israel,

Recalling the close ties in scientific and technological cooperation which have developed over many years between the two countries,

Recognizing the importance of science and technology in the development of a strong and vigorous national economy,

Convinced that international cooperation in science and technology will strengthen the bonds of friendship and understanding between their peoples and will advance the state of science and technology to the benefit of both countries, as well as mankind generally, and

Convinced of the desirability of establishing a binational mechanism to continue and intensify the cooperation in science and technology between the two countries,

Have agreed as follows.

ARTICLE I

ESTABLISHMENT

A. There is hereby established the United States-Israel Binational Science Foundation, hereinafter called the "Foundation".

B. The base of operation of the Foundation shall be in Israel.

ARTICLE II

OBJECTIVE

A. The objective of the Foundation shall be to promote and support cooperation between the United States and Israel in research

in science and technology for peaceful purposes on subjects of mutual interest.

B. Cooperation may involve basic or applied research, and may include programs of scientific and technological information.

ARTICLE III

FORMS OF COOPERATION

Cooperation in research shall be in the form of cooperative research projects involving scientists and experts from both countries. In connection with a particular research project, such cooperation may include but is not limited to the exchange of scientists, experts and equipment, the exchange of information, data, research results and techniques, and the organization of joint conferences and seminars.

ARTICLE IV

POWERS OF THE FOUNDATION

The Foundation shall have all powers necessary to carry out the objective of the present Agreement, including the power to

(1) promote and support, by use of funds or otherwise, cooperative research projects within the limits defined in Articles II and III,

(2) make contracts and grants,

(3) acquire, hold, administer, and dispose of real and personal property, including patents and copyrights,

(4) receive, hold, and disburse funds, and open bank accounts as may be necessary;

(5) accept contributions of property, funds or services, and

(6) employ personnel.

ARTICLE V

BOARD OF GOVERNORS

A. A Board of Governors, hereinafter called the "Board", shall be constituted. The Board shall be the governing body of the Foundation and shall be responsible for determining financial and managerial policies, the subject areas for cooperative research and the research programs of the Foundation. The Board shall have authority to

(1) establish its rules of procedure, subject to the provisions of this Agreement;

(2) establish regulations, subject to the approval of both Governments, defining the policies, organization and procedures of the Foundation,

(3) appoint and dismiss an Executive Director;

(4) approve the annual budget and research program of the

Foundation, indicating, *inter alia*, the favored subject areas of research and the funds allotted thereto,

(5) review proposals for individual cooperative research projects calling for commitments in excess of $50,000 in Israeli pounds and decide on such proposals,

(6) accept contributions of property, funds or services subject to the approval of both Governments,

(7) establish the principal office of the Foundation in Israel,

(8) delegate, and

(9) exercise any other power possessed by the Foundation, not otherwise assigned by this Agreement.

B. The Board shall consist of ten members. Five of these shall be citizens of the United States who shall be appointed by and serve at the pleasure of the Government of the United States, and five shall be citizens of Israel who shall be appointed by and serve at the pleasure of the Government of Israel.

C. The Chairman, Vice-Chairman and Secretary of the Board shall be elected from and by the members. The Chairmanship and Vice-Chairmanship shall not be held in any year by citizens of the same country, and each position shall alternate on an annual basis between a United States and an Israeli member. Subject to paragraph A of Article XIV, the members of the Board shall serve for three years and may be reappointed, except that two of the initial five members from each country shall be appointed for two years. In the event any vacancy occurs by reason of death, incapacity, resignation, or otherwise, appointments may be made as provided in paragraph B above.

D The Board shall normally meet once a year at the principal office of the Foundation, but meetings of the Board may be held at such time and place as the Board may from time to time determine.

E. The Board shall act by vote of at least seven-tenths of the entire membership.

F Members of the Board shall serve without compensation, but the Board may authorize the payment of the necessary expenses of members in attending meetings of the Board and in performing other official duties.

G. The Board shall provide for annual audits of the accounts of the Foundation by independent auditors, for submission to both Governments. These audits shall certify to the status of financial condition and evaluate the Foundation's system of internal control and auditing.

ARTICLE VI

EXECUTIVE COMMITTEE

The Board may establish an Executive Committee of more limited membership to act between meetings of the Board as the Board may authorize.

ARTICLE VII

EXECUTIVE DIRECTOR

A. The Executive Director shall be the chief executive officer of the Foundation. He shall be responsible for the operations and staffing of the Foundation. He shall act in accordance with the policies, directives and delegations of the Board.

B. The Executive Director shall employ, oversee and dismiss members of the professional and administrative staff. No citizen of the United States or Israel may be employed except with the approval of his Government. No citizen of a third country may be employed except with the approval of the Government of the United States and the Government of Israel.

C. The Executive Director shall prepare and submit to the Board sixty days before the annual meeting his proposals for the research program of the Foundation for approval and shall take action to implement any decisions of the Board thereon. The Executive Director shall consult with the two Governments as appropriate to assure that projects falling within the research program as submitted would receive the support of the two Governments.

D. The Executive Director shall prepare and submit to the Board proposed annual budgets of the Foundation for approval and shall take action to implement any decisions of the Board thereon.

E. The Executive Director shall have the authority to approve specific cooperative research projects in accordance with the approved research program and annual budget of the Foundation within a maximum commitment of $50,000 in Israeli pounds for each such project.

F The Executive Director shall maintain an appropriate system of internal control, including official books and records sufficient to reflect accurately the transactions of the Foundation and to show currently the financial condition of the Foundation. The internal control system shall include an adequate system of internal audit within the Foundation, which will conduct internal financial and operational audits designed to assure the efficiency and economy of the Foundation. The books and records and internal audit reports will be available for review by authorized representatives of both Governments.

G. The Executive Director shall prepare and submit to the Board a proposed annual report, including a financial statement, on the activities of the Foundation for the approval of the Board and for submission to both Governments.

ARTICLE VIII

ROLE OF GOVERNMENTS

Each Government shall stimulate and receive proposals for cooperative research projects from its own governmental or private

sectors. The two Governments shall submit such proposals to the Executive Director for his consideration in preparing the research program for submission to the Board. However, non-governmental proposals for cooperative research projects may be presented directly to the Executive Director. The Executive Director before taking any action may submit such proposals to the Governments for review and comment.

ARTICLE IX

PUBLICATION

A summary of the results of the cooperative research projects sponsored by the Foundation shall be made available promptly to the public in English and Hebrew Subject to copyright or patent rights, complete studies and supporting documents shall also be made available in both English and Hebrew, where the expense is warranted.

ARTICLE X

FINANCIAL ASPECTS

A. The endowment of the Foundation shall consist of the following·

(1) $30,000,000 in Israeli pounds furnished by the Government of the United States,

(2) $30,000,000 in Israeli pounds furnished by the Government of Israel.

B. The $60,000,000 in Israeli pounds shall be deposited by the two Governments on October 1, 1972 in a special account in the Bank of Israel in the name of the Foundation. The deposit of the Government of the United States is conditioned on prior receipt of payments pursuant to paragraph F below

C. The Government of Israel shall guarantee a basic annual rate of 3.5 percent interest to the Foundation on the funds in the account. The interest income shall be paid on a quarterly basis.

D The foundation shall use the interest income referred to in paragraph C above, the contributions referred to in Article IV(5), as well as any funds deriving from its activities, for the operations of the Foundation. The endowment of the Foundation may not be drawn upon by the Foundation.

E. The Government of Israel shall permit the Foundation to exchange Israeli pounds for convertible currencies required for the essential expenses outside of Israel of the Foundation and the cooperative research projects sponsored by it.

F On October 1, 1972 the Government of Israel shall pay to the Government of the United States $30,000,000 in Israeli pounds by way of acceleration of payments due for the years 1988 to 2001 as set forth in Appendix A.

ARTICLE XI

MOVEMENT OF PERSONS AND EQUIPMENT

Both Governments shall make every effort to facilitate the movement of persons and equipment involved in this Agreement into and out of their respective countries.

ARTICLE XII

EXEMPTIONS

A. United States citizens employed by the Foundation or engaged in cooperative research projects in Israel sponsored by the Foundation, and accompanying members of their families, if such citizens and such members are not permanent residents of Israel, shall be exempt from all Israeli income taxes (including contributions required by the National Insurance Law of Israel), on income derived from the Foundation.

B. Travel by United States and Israeli citizens, who are not permanent residents of Israel, in connection with the official business of the Foundation or in connection with a cooperative research project sponsored by the Foundation shall be exempt from the Israeli travel tax.

ARTICLE XIII

OTHER SCIENTIFIC COOPERATION

Nothing in this Agreement shall be construed to prejudice other arrangements for scientific cooperation between the two countries.

ARTICLE XIV

ENTRY INTO FORCE AND DURATION

A. This Agreement shall enter into force upon signature and shall remain in force for five years from the date of funding the endowment pursuant to paragraph B of Article X, and shall continue thereafter unless terminated by mutual agreement or by one year's notice in writing by either Government to the other Government.

B. In the event of termination of this Agreement, each Government shall be entitled to half the endowment fund. The property of the Foundation shall be sold, and the sale proceeds and any other assets and funds of the Foundation shall, after payment of all obligations, be divided equally between both Governments. However, any copyrights, patents, records or documents of the Foundation shall be disposed of as the Governments may agree.

DONE in duplicate at New York this 27th day of September, 1972.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA.

[1]

FOR THE GOVERNMENT OF ISRAEL.

[2]

PINHAS SAPIR

APPENDIX A

ISRAELI PREPAYMENT OF INSTALLMENTS BECOMING DUE UNITED STATES FISCAL YEAR 1988 TO UNITED STATES FISCAL YEAR 2001

Loan Number	Period Covered	Principal Amount Israel Pounds	Equivalent in U.S. Dollars*
271-G-043	1988-91	£6, 973, 650. 00	$1, 660, 392. 86
271-G-046	1988-92	2, 381, 390. 42	566, 997. 72
271-G-058	1988-92	5, 686, 442. 58	1, 353, 914. 90
271-G-065	1988-93	14, 978, 607. 22	3, 566, 335. 05
271-G-073A	1988-94	9, 889, 090. 76	2, 354, 545. 42
271-G-073B	1988-95	10, 595, 454. 41	2, 522, 727. 24
271-G-073C	1988-96	6, 571, 910. 97	1, 564, 740. 71
271-G-106	1988-95	16, 109, 940. 57	3, 835, 700. 14
271-G-119	1988-97	24, 284, 735. 77	5, 782, 079. 94
271-G-130	1988-01	19, 860, 976. 80	4, 728, 804. 00
271-G-015	1989-90	8, 667, 800. 50	2, 063, 762. 02
		£126, 000, 000. 00	$30, 000, 000. 00

*The exchange rate used is 4.2 Israel Pounds to a U.S. $1.00.

[1] William P Rogers
[2] P Sapir

[EXCHANGE OF LETTERS]

ASSISTANT SECRETARY OF STATE
WASHINGTON, D.C. 20520

SEPTEMBER 27, 1972

DEAR MR. AMBASSADOR.

I have the honor to refer to the Agreement on the United States-Israel Binational Science Foundation being signed contemporaneously today, and to confirm on behalf of my government the following understandings relating to this Agreement:

1. If the two Governments deem it advisable that the Foundation be established as a legal entity so as better to carry out its activities, the two Governments will consult together with a view to taking such action as may be mutually agreed to accomplish this end.

2. Cooperative projects sponsored by the Foundation may not be conducted in geographic areas which came under the administration of the Government of Israel after June 5, 1967 and may not relate to subjects primarily pertinent to such areas.

3. The interest referred to in paragraph C of Article X shall be adjusted annually in proportion to the change in the Israeli Consumer Price Index in the twelve months preceding the adjustment. The first adjustment shall take place one year after the funding of the Foundation.

4. With reference to Article XII, the Government of Israel will use its best efforts to accord exemptions (a) from Israeli income tax and property tax on the Foundation and (b) from Israeli customs, duties, excises, surtaxes and other taxes levied on importation (1) of goods (including furniture, equipment, supplies and scientific and educational articles) intended for the use of the Foundation, and (2) of scientific equipment to be owned by the Foundation and intended for use in a cooperative research project sponsored by the Foundation, and the operating supplies relating to such equipment. Insofar as such exemptions are not accorded, the Government of Israel will reimburse the Foundation for any payments of such taxes.

5. With reference to paragraph B of Article XII, permanent residents of Israel, travelling in connection with official business of the Foundation or in connection with a cooperative research project sponsored by the Foundation, will enjoy the same reductions of travel tax as are accorded Israeli scientists employed by institutions of higher learning travelling on behalf of their institutions.

6. If it develops that the Foundation or the projects sponsored by it are affected by lack of additional tax exemptions, the two Governments will consult together with a view to taking such action as may be mutually agreed to remedy the situation.

7 With reference to paragraph B of Article XIV, in the event of termination the United States share of the endowment fund shall be refunded by the Government of Israel as follows.

A. If the Foundation is terminated prior to or on June 30, 1988, the refund shall be made in twenty-four (24) equal semi-annual installments beginning on June 30, 1988, with interest paid semi-annually beginning December 31, 1988 at the annual rate of 3.5 per cent on the unpaid balance. However, interest on the refund shall also be paid semi-annually beginning six months from the date of termination at the annual rate of 3.5 per cent, the interest to begin running from the date of termination and continuing until June 30, 1988, but in any event any unpaid interest shall be paid by June 30, 1988.

B. If the Foundation is terminated subsequent to June 30, 1988 and prior to December 31, 1999, the refund shall be made in equal semi-annual installments beginning on the date of termination, with interest paid semi-annually beginning six months from the date of termination at the annual rate of 3.5 per cent on the unpaid balance, but in any event any unpaid balance and interest shall be paid by December 31, 1999. The equal semi-annual installments shall be based on a prorating of the refund over the period from the date of termination to December 31, 1999.

C. If the Foundation is terminated on or subsequent to December 31, 1999, the refund shall be made in full on the date of termination.

D If at the time of any repayment of principal it appears that a depreciation or appreciation of the Israeli pound against the United States dollar has occurred, there shall be added or deducted from the repayment a sum in Israeli pounds appropriate to maintaining the dollar value, as that value was on October 1, 1972, of the proportion of the amount of the repayment which $2,063,762 bears to $30,000,000.

8. With further reference to paragraph B of Article XIV the Israeli share of the endowment fund shall be refunded in full to the Government of Israel on the date of termination.

I would appreciate it if you would confirm on behalf of your Government the foregoing understandings and that this letter and your reply constitute an agreement between our two Governments.

Sincerely yours,

JOSEPH J. SISCO

Joseph J. Sisco

His Excellency
LIEUTENANT GENERAL YITZHAK RABIN,
Ambassador of Israel.

EMBASSY OF ISRAEL
WASHINGTON, D.C.

שגרירות ישראל
וושינגטון

27 SEPTEMBER 1972

DEAR MR. SISCO:

I have the honor to acknowledge receipt of your letter of today's date relating to the Agreement on the United States—Israel Binational Science Foundation, and to confirm on behalf of my Government the understandings set forth therein, and that your letter and the present letter in reply constitute an agreement between our two Governments.

Y RABIN

Y Rabin, Lt. Gen. (Res.)
Ambassador

The Honorable
JOSEPH J. SISCO
Ass't Secretary of State
Department of State
Washington, D.C.

PARAGUAY

Military Assistance: Deposits Under Foreign Assistance Act of 1971

Agreement effected by exchange of notes Signed at Asunción May 12, 1972; Entered into force May 12, 1972.

The American Ambassador to the Paraguayan Minister of Foreign Relations

THE EMBASSY OF THE UNITED STATES OF AMERICA

No. 168 ASUNCIÓN, *May 12, 1972*

EXCELLENCY:

I have the honor to refer to recent discussions regarding the United States Foreign Assistance Act of 1971, [1] which includes a provision requiring payment to the United States Government in guaraníes of ten per cent of the value of grant military assistance and excess defense articles provided by the United States to the Government of Paraguay.

In accordance with that provision, it is proposed that the Government of Paraguay will deposit in an account to be specified by the United States Government, at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which U.S. dollars are sold by authorized dealers in the country of Paraguay for guaraníes on the date deposits are made, the following amounts in guaraníes: A) In the case of any excess defense article given to the Government of Paraguay, an amount equal to ten per cent of the fair value of that article, as determined by the United States Government, and B) In the case of a grant of military assistance to the Government of Paraguay, an amount equal to ten per cent of each such grant. The Government of Paraguay will be notified quarterly of deliveries of defense articles and rendering of defense services and the values thereof. Deposits to the account of the United States Government will be due and payable upon request by the United States Government, which request shall be made, if at all, within one year following the aforesaid notification of deliveries. No more than $20 million in guaraníes will be required to be deposited

[1] 86 Stat. 26; 22 U.S.C. § 2321 g.

in the event that deliveries exceed the quantity of $200 million in any one U.S. fiscal year.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable in guaraníes, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961.[1]

It is finally proposed that the Ministry's reply stating that the foregoing is acceptable to the Government of Paraguay shall, together with this note, constitute an agreement between our Governments on this subject effective from and after February 7, 1972, and applicable to deliveries of defense articles and rendering of defense services funded or agreed to and delivered or rendered on or subsequent to that date.

I take the present occasion to renew to Your Excellency the assurances of my highest consideration.

J RAYMOND YLITALO

His Excellency
DR. RAÚL SAPENA PASTOR,
Minister of Foreign Relations,
Asunción.

The Paraguayan Minister of Foreign Relations to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

N.R. No. 6

ASUNCIÓN, *12 de mayo de 1972.*

SEÑOR EMBAJADOR:

Tengo a honra dirigirme a Vuestra Excelencia en ocasión de avisar recibo de la nota No. 168 de fecha 12 de mayo de 1972, cuyo texto es como sigue:

"Excelencia:

"Tengo el honor de dirigirme a Vuestra Excelencia a fin de hacer referencia a las recientes conversaciones relacionadas con la Ley de 1971 de los Estados Unidos sobre Ayuda al Exterior, la que incluye una disposición requiriendo el pago al Gobierno de los Estados Unidos en guaraníes del diez por ciento de valor de asistencia militar y artículos excedentes de defensa proporcionados por Estados Unidos al Gobierno del Paraguay.

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

"De conformidad con dicha disposición, proponemos que el Gobierno del Paraguay deposite en una cuenta que especificará el Gobierno de los Estados Unidos, a un tipo de cambio que no sea menos favorable para el Gobierno de los Estados Unidos que el mejor tipo legal de cambio al cual se venden dólares de los Estados Unidos por agentes de cambio autorizados en el Paraguay por guaraníes en la fecha en que se efectuan los depósitos, los montos siguientes en guaraníes: A) En el caso de cualquier artículo excedente de defensa entregado al Gobierno del Paraguay una cantidad igual al diez por ciento del valor justo de tal artículo, según lo determine el Gobierno de los Estados Unidos, y B) En el caso de una subvención de asistencia militar al Gobierno del Paraguay, una cantidad igual al diez por ciento de cada una de tales subvenciones. El Gobierno del Paraguay recibirá una notificación trimestralmente sobre las entregas de artículos de defensa y la prestación de servicios de defensa, así como el valor de los mismos.

"Los depósitos en la cuenta del Gobierno de los Estados Unidos serán pagaderos a petición del Gobierno de los Estados Unidos. Dicha petición se hará, de hacerse, dentro del plazo de un año después de la anteriormente señalada notificación de las entregas. No se requerirá depositar más de 20 millones de dólares en guaraníes en el caso de que las entregas sobrepasen la cantidad de 200 millones de dólares, durante un año fiscal cualquiera de los Estados Unidos.

"Proponemos, además, que los montos que hayan de depositarse podrán utizarse para pagar todos los costos de oficiales del Gobierno de los Estados Unidos pagaderos en guaraníes, incluyendo, pero sin limitarse a ellos, todos los costos relacionados con el financiamiento de actividades internacionales educacionales y de intercambio cultural, según programas autorizados por la Ley de 1961 de los Estados Unidos sobre Intercambio Mutuo Educacional y Cultural.

"Proponemos, finalmente, que la respuesta del Ministerio declarando que lo que antecede es aceptable para el Gobierno del Paraguay, juntamente con esta nota, constituirán un acuerdo entre nuestros dos Gobiernos sobre esta materia, el cual entrará en vigor el 7 de febrero de 1972, y a partir de esa fecha y será aplicable a entregas de artículos de defensa y prestación de servicios de defensa financiados o acordados y entregados o prestados en o después de esa fecha.

"Aprovecho la presente ocasión para renovar a Vuestra Excelencia las seguridades de mi más alta consideración.

Firmado: J. Raymond Ylitalo, Embajador."

En respuesta, me es grato transmitir a Vuestra Excelencia la conformidad del Gobierno de mi país con el texto de la nota precedentemente transcripta, y por consiguiente, la misma y la presente Nota constituyen un Acuerdo sobre la materia que entrará a regir a partir de la fecha de la presente nota.

Hago propicia la oportunidad para renovar a Vuestra Excelencia las seguridades de mi más alta consideración.

[SEAL] RAÚL SAPENA PASTOR

A Su Excelencia
SEÑOR JOHN RAYMOND YLITALO
Embajador Extraordinario y Plenipotenciario
de los Estados Unidos de América
Asunción

Translation

MINISTRY OF FOREIGN RELATIONS

N.R. No. 6

ASUNCIÓN, *May 12, 1972*

MR. AMBASSADOR.

I have the honor to acknowledge receipt of Your Excellency's note No. 168, dated May 12, 1972, the text of which reads as follows.

[For the English language text, see p. 2679.]

In reply I am pleased to inform Your Excellency that my Government considers the text of the note transcribed above to be acceptable, and consequently the aforesaid note and this reply shall constitute an agreement on the matter which shall enter into force on today's date.

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

[SEAL] RAÚL SAPENA PASTOR

His Excellency
JOHN RAYMOND YLITALO,
Ambassador Extraordinary and Plenipotentiary
of the United States of America,
Asunción.

DENMARK

Commission for Educational Exchange

Agreement amending the agreement of May 28, 1962, as amended. Effected by exchange of notes Signed at Copenhagen November 2, 1971, and April 27, 1972; Entered into force April 27, 1972.

The American Chargé d'Affaires ad interim to the Danish Minister of Foreign Affairs

No. 155 COPENHAGEN, *November 2, 1971*

EXCELLENCY:

I have the honor to refer to the Agreement between the Government of the United States of America and the Government of Denmark signed at Copenhagen May 28, 1962, as amended [1] to promote further mutual understanding between the peoples of the United States of America and Denmark by a wider exchange of knowledge and professional talents through educational contacts

I further have the honor to refer to the recent Report of Audit of the United States Educational Foundation in Denmark, Copenhagen, as of September 30, 1970, an audit conducted by the Department of State of the United States of America, and to the Minutes of the Sixty-second Meeting of the Board of Directors of the United States Educational Foundation in Denmark, held in Copenhagen January 20, 1970. Both documents contain recommendations for amendment of the Agreement of May 28, 1962. The first concerns a change in the Foundation's name to reflect the fact that the financing of the Foundation's program has become binational through the sums contributed to the Foundation by the Government of Denmark. The second concerns a revision of the Agreement to provide for an orderly distribution of assets in the event of dissolution of the Foundation.

I therefore propose that the aforementioned agreement be further amended in accordance with Article 12 thereof as follows:

1. The first paragraph of Article 1 as amended to read: "There shall be established a commission to be known as the Commission for Edu-

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[1] TIAS 5060, 5775; 13 UST 1154; 16 UST 154.

cational Exchange between Denmark and the United States of America (hereinafter designated 'the Commission') to replace the United States Educational Foundation in Denmark and henceforth the terms 'Foundation' and 'Board' as used elsewhere throughout the present agreement shall be replaced by the word 'Commission.' The Commission shall be recognized by the Government of the United States of America and the Government of Denmark as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Commission under the terms of the present Agreement."

2. The first sentence of Article 4 is amended to read: "The Commission shall consist of eight members, four of whom shall be citizens of the United States of America and four of whom shall be citizens of Denmark."

3. Article 13 is renumbered Article 14 and a new Article 13 is inserted as follows:

"Article 13

The present agreement may be terminated by either party by written notice to the other of its desire to terminate and such termination shall become effective thirty days after the expiration of the first academic year in Denmark which opens following the date of such notice. Upon termination of the present agreement, all funds and property of the Commission shall become the property of the Government of the United States of America and the Government of Denmark, subject to such conditions, limitations and liabilities as may have been imposed thereon prior to termination, and shall be divided between them in proportion to their respective contributions during the period of the present agreement."

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Denmark, the Government of the United States of America will consider that this note and Your Excellency's reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply.

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

BYRON E BLANKINSHIP

His Excellency,
K. B. ANDERSEN
Minister of Foreign Affairs
Copenhagen.

TIAS 7462

The Danish Minister of Foreign Affairs to the American Ambassador

MINISTRY OF FOREIGN AFFAIRS

PK. 2. Ref. 42. D. 62. a. COPENHAGEN, *April 27, 1972.*

YOUR EXCELLENCY,

I have the honour to acknowledge receipt of Your Excellency's Note No. 155 of November 2, 1971, which reads as follows:

"I have the honor to refer to the Agreement between the Government of the United States of America and the Government of Denmark signed at Copenhagen May 28, 1962, as amended to promote further mutual understanding between the peoples of the United States of America and Denmark by a wider exchange of knowledge and professional talents through educational contacts.

I further have the honor to refer to the recent Report of Audit of the United States Educational Foundation in Denmark, Copenhagen, as of September 30, 1970, an audit conducted by the Department of State of the United States of America, and to the Minutes of the Sixty-second Meeting of the Board of Directors of the United States Educational Foundation in Denmark, held in Copenhagen January 20, 1970. Both documents contain recommendations for amendment of the Agreement of May 28, 1962. The first concerns a change in the Foundation's name to reflect the fact that the financing of the Foundation's program has become binational through the sums contributed to the Foundation by the Government of Denmark. The second concerns a revision of the Agreement to provide for an orderly distribution of assets in the event of dissolution of the Foundation.

I therefore propose that the aforementioned agreement be further amended in accordance with Article 12 thereof as follows:

1. The first paragraph of Article 1 as amended to read: "There shall be established a commission to be known as the Commission for Educational Exchange between Denmark and the United States of America (hereinafter designated 'the Commission') to replace the United States Educational Foundation in Denmark and henceforth the terms 'Foundation' and 'Board' as used elsewhere throughout the present agreement shall be replaced by the word 'Commission'. The Commission shall be recognized by the Government of the United States of America and the Government of Denmark as an organization created and established to facilitate the administration of an educational program to be financed by funds made available to the Commission under the terms of the present Agreement."

2. The first sentence of Article 4 is amended to read: "The Commission shall consist of eight members, four of whom shall be citizens of the United States of America and four of whom shall be citizens of Denmark."

3. Article 13 is renumbered Article 14 and a new Article 13 is inserted as follows

"Article 13

The present agreement may be terminated by either party by written notice to the other of its desire to terminate and such termination shall become effective thirty days after the expiration of the first academic year in Denmark which opens following the date of such notice. Upon termination of the present agreement, all funds and property of the Commission shall become the property of the Government of the United States of America and the Government of Denmark, subject to such conditions, limitations and liabilities as may have been imposed thereon prior to termination, and shall be divided between them in proportion to their respective contributions during the period of the present agreement."

Upon receipt of a note from Your Excellency indicating that the foregoing provisions are acceptable to the Government of Denmark, the Government of the United States of America will consider that this note and Your Excellency's reply thereto constitute an agreement between the two Governments on this subject, the agreement to enter into force on the date of your note in reply "

In reply, I have the honour to state that the Government of Denmark accepts the proposed provisions and agrees that Your Excellency's Note and this reply shall constitute an agreement between the two Governments, which will enter into force as from the date of this Note.

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

[SEAL] K. B. ANDERSEN

His Excellency
Mr. FRED J RUSSELL,
Ambassador of the United States of America,
Copenhagen.

BELGIUM

Double Taxation: Taxes on Income

Convention signed at Brussels July 9, 1970;
Ratification advised by the Senate of the United States of America November 25, 1970;
Ratified by the President of the United States of America December 8, 1970;
Ratified by Belgium August 14, 1972;
Ratifications exchanged at Washington September 13, 1972;
Proclaimed by the President of the United States of America September 25, 1972;
Entered into force October 13, 1972.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention between the United States of America and the Kingdom of Belgium for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income was signed at Brussels on July 9, 1970, the text of which Convention, in the English, French, and Dutch languages, is hereto annexed,

The Senate of the United States of America by its resolution of November 25, 1970, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the Convention,

The Convention was duly ratified by the President of the United States of America on December 8, 1970, in pursuance of the advice and consent of the Senate, and was duly ratified on the part of the Kingdom of Belgium,

It is provided in Article 30 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 duly exchanged at Washington on September 13, 1972, and accordingly the Convention enters into force on October 13, 1972,

NOW, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the Convention of July 9, 1970 to the end that it shall be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this twenty-fifth day of September in the year of our Lord one thousand nine hundred seventy-
[SEAL] two and of the Independence of the United States of America the one hundred ninety-seventh.

RICHARD NIXON

By the President:
WILLIAM P ROGERS
Secretary of State

CONVENTION

BETWEEN THE UNITED STATES OF AMERICA
AND THE KINGDOM OF BELGIUM
FOR THE AVOIDANCE OF DOUBLE TAXATION
AND THE PREVENTION OF FISCAL EVASION
WITH RESPECT TO TAXES ON INCOME

CONVENTION

ENTRE LES ETATS-UNIS D'AMERIQUE
ET LE ROYAUME DE BELGIQUE
POUR EVITER LA DOUBLE IMPOSITION
ET EMPECHER L'EVASION FISCALE
EN MATIERE D'IMPOTS SUR LE REVENU

OVEREENKOMST

TUSSEN DE VERENIGDE STATEN VAN AMERIKA
EN HET KONINKRIJK BELGIE
TOT HET VERMIJDEN VAN DUBBELE BELASTING
EN VAN HET ONTGAAN VAN BELASTING INZAKE
BELASTINGEN NAAR HET INKOMEN

CONVENTION

BETWEEN THE UNITED STATES OF AMERICA AND THE KINGDOM OF BELGIUM FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

and

THE GOVERNMENT OF THE KINGDOM OF BELGIUM,

Desiring to conclude a convention for the avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income

Have agreed upon the following articles:

ARTICLE 1
PERSONAL SCOPE

This Convention is generally applicable to persons who are residents of one or both of the Contracting States.

ARTICLE 2
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 Belgium.

(i) The individual income tax (l'impôt des personnes physiques),

(ii) The corporate income tax (l'impôt des sociétés),

(iii) The income tax on legal entities (l'impôt des personnes morales),

(iv) The income tax on nonresidents (l'impôt des non-résidents),

(v) The prepayments and additional prepayments (les précomptes et compléments de précomptes), and

(vi) Surcharges (centimes additionnels) on any of the taxes referred to in (i) through (v), including the communal supplement to the individual income tax (la taxe communale additionnelle à l'impôt des personnes physiques),

hereinafter referred to as the « Belgian tax ».

(2) This Convention shall also apply to any identical or substantially similar taxes which are imposed after the date of signature of this Convention in addition to, or in place of, existing taxes.

(3) The competent authorities of the Contracting States shall notify each other of any amendments of the laws imposing the taxes referred to in paragraph (1) and of the adoption of any taxes referred to in paragraph (2) by transmitting the texts of any amendments or new statutes at least once a year.

(4) 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 3

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 adjacent submarine areas beyond the territorial sea, over which the United States exercises sovereign rights in accordance with international law for the purpose of exploration 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 « Belgium » means the Kingdom of Belgium, and

(ii) When used in a geographical sense, the term « Belgium » means the territory of Belgium. Such term also includes (A) the territorial sea thereof, and (B) the seabed and subsoil of the adjacent submarine areas beyond the territorial sea over which Belgium exercises sovereign rights in accordance with international law, for the purpose of exploration 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 Belgium, 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, provided that such corporation or entity is not a Belgian corporation for Belgian tax purposes, and

(ii) The term « Belgian corporation » or « corporation of Belgium » means any entity which under Belgian tax law (A) is either a body corporate or is treated as a body corporate and (B) is a resident of Belgium, provided that such entity is not a United States corporation for United States tax purposes.

(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 Belgium, the competent authority according to Belgian legislation.

(g) The term « State » means any National State, whether or not one of the Contracting States.

(2) Subject to paragraph (2)(d) of Article 25 (Mutual Agreement Procedure), 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.

ARTICLE 4

FISCAL DOMICILE

(1) In this Convention.

(a) The term « resident of Belgium » means.

(i) A Belgian corporation, and

(ii) Any person (other than a corporation) who is a resident of Belgium for purposes of its tax.

(b) The term « resident of the United States » means.

(i) A United States corporation, and

(ii) Any person (except a corporation or any other 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:

(a) He shall be deemed to be a resident of that Contracting State in which he maintains his permanent home. If he has a permanent home in both Contracting States or in neither of

the Contracting States, he shall be deemed a resident of that Contracting State with which his personal and economic relations are closest (center of vital interests),

(b) 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,

(c) 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

(d) If he is a citizen of both Contracting States or of neither Contracting State the competent authorities of the Contracting States shall settle the question by mutual agreement.

For purpose of this paragraph, a permanent home is the place where an individual dwells with his family

ARTICLE 5

PERMANENT ESTABLISHMENT

(1) For the purpose of this Convention, the term «permanent establishment» means a fixed place of business through which a resident of one of the Contracting States engages in industrial or commercial activity

(2) The term «fixed place of business» includes but is not limited to

(a) A seat of management,

(b) A branch,

(c) An office,

(d) A factory;

(e) A workshop,

(f) A warehouse,

(g) A mine, quarry, or other place of extraction of natural resources, and

(h) A building site or construction or installation project which exists for more than 12 months.

(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.

(4) Notwithstanding subparagraph (a), (c) and (d) of paragraph (3), if a resident of one of the Contracting States has a fixed place of business in the other Contracting State and goods or merchandise are either·

(a) Subjected to processing in the other Contracting State by another person (whether or not purchased in the other Contracting State), or

(b) Purchased in the other Contracting State (and such goods or merchandise are not subjected to processing outside the other Contracting State)

such resident shall be considered to have a permanent establishment in that other Contracting State, if all or part of such goods or merchandise is sold by or on behalf of such resident for use, consumption, or disposition in that other Contracting State.

(5) 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 (6) 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.

(6) 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. This paragraph shall not apply with respect to a broker or agent acting on behalf of an insurance company if such broker or agent has, and habitually exercises, an authority to conclude contracts in the name of that company

(7) The fact that a resident of one of the Contracting States is a related person 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.

(8) The principles set forth in paragraphs (1) through (7) 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 6

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 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 other form of real property

ARTICLE 7

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

(3) In the determination of the industrial or commercial profits of a permanent establishment, there shall be allowed as deductions 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 the permanent establishment, or by the resident of which it is a permanent establishment, for the account of that resident.

(5) For the purposes of this Convention the term « industrial or commercial profits »

(a) Does include rents or royalties derived from motion picture films or films or tapes used for radio or television broadcasting or from copyrights thereof and rents derived from the leasing of tangible personal property;

(b) Does not include items of income specifically dealt with in other articles of this Convention, except as provided in such articles.

Subject to the provisions of this Convention, items of income excluded from industrial or commercial profits under subparagraph (b) may be taxed separately or together with industrial or commercial profits in accordance with the laws of the Contracting State whose tax is being determined.

ARTICLE 8

SHIPPING AND AIR TRANSPORT

(1) Notwithstanding Article 7 (Business Profits) and Article 13 (Capital Gains), income which a resident of one of the Contracting States derives from the operation in international traffic of ships registered in that Contracting State, and gains which a resident of one of the Contracting States derives from the sale, exchange, or other disposition of ships operated in international traffic by such resident and registered in that Contracting State, shall be exempt from tax by the other Contracting State.

(2) Notwithstanding Article 7 (Business Profits) and Article 13 (Capital Gains), income which a resident of one of the Contracting States derives from the operation in international traffic of aircraft registered in either Contracting State or in a State with which the other Contracting State has an income tax convention exempting such income, and gains which a resident of one of the Contracting States derives from the sale, exchange, or other disposition of aircraft operated in international traffic by such resident and registered in either Contracting State or in a State with which the other Contracting State has an income tax convention exempting such income, shall be exempt from tax by the other Contracting State.

ARTICLE 9

ASSOCIATED ENTERPRISES

(1) Where a resident of one of the Contracting States and a resident of the other Contracting State 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, then any income which would, but for those arrangements or conditions, have accrued to the resident of the first-mentioned Contracting State but, by reason of those arrangements or conditions, has not so accrued, may be included in the income of the resident of the first-mentioned Contracting State for purposes of this Convention and taxed accordingly

(2) A person is related to another person for purposes of this Convention if either person participates directly or indirectly in the management, control, or capital of the other, or if any third person or persons participates directly or indirectly in the management, control, or capital of both.

ARTICLE 10

DIVIDENDS

(1) Dividends paid by a corporation of one of the Contracting States to a resident of the other Contracting State may be taxed by both Contracting States.

(2) The rate of tax imposed by the first-mentioned Contracting State on such dividends shall not exceed 15 percent of the gross amount actually distributed. The term «dividends» shall include income from invested capital received by members of Belgian companies other than companies with share capital where, under Belgian law, such income is taxable in the same way as dividends.

(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, Article 7 (Business Profits) shall apply, provided that Belgium shall not be prevented from imposing its movable property prepayment (précompte mobilier) in accordance with Belgian law

(4) Dividends paid by a corporation of one of the Contracting States to a person other than a resident of the other Contracting State shall be exempt from tax by that other Contracting State. This paragraph shall not apply:

(a) 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, or

(b) If the dividends are paid by a United States corporation and are received within Belgium by a person who is not a citizen or resident of the United States.

ARTICLE 11

INTEREST

(1) Interest 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 interest derived from sources within that Contracting State by a resident of the other Contracting State shall not exceed 15 percent.

(3) Notwithstanding paragraphs (1) and (2), interest derived by a resident of one of the Contracting States from sources in the other Contracting State shall be exempt from tax by the other Contracting State if it is:

(a) Interest arising out of commercial credit—including credit which is represented by commercial paper—resulting from deferred payments for goods or merchandise or services supplied by a resident of one of the Contracting States to a resident of the other Contracting State,

(b) Interest paid between banks, except on loans represented by bearer instruments, or

(c) Interest arising from deposits, not represented by bearer instruments, made in banks or other financial institutions.

(4) Notwithstanding paragraphs (1) and (2), interest beneficially derived by one of the Contracting States, or by an instrumentality of that Contracting State, not subject to tax by that Contracting State on its income, shall be exempt from tax by the other Contracting State.

(5) The term « interest » as used in this Convention means income from bonds, 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 assimilated to income from money lent by the taxation law of the Contracting State in which the income has its source, but not interest which is considered as dividends in accordance with the second sentence of paragraph (2) of Article 10 (Dividends), it includes, in the case of Belgium, prizes on lottery bonds.

(6) 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:

(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.

(7) Paragraphs (2), (3), and (4) 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, the provisions of Article 7 (Business Profits) shall apply.

(8) 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 according to its own law by the Contracting State from which the interest is derived.

(9) Interest paid by a resident of one of the Contracting States to a person other than a resident of the other Contracting State shall be exempt from tax by that other Contracting State. This paragraph shall not apply if

(a) Such interest is treated as income from sources within that other Contracting State under paragraph (6),

(b) The recipient of the interest has a permanent establishment in that other Contracting State and the indebtedness giving rise to the interest is effectively connected with such permanent establishment, or

(c) Such interest is from sources within the United States and is received within Belgium by a person who is not a citizen or resident of the United States.

ARTICLE 12

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),

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patents, designs, models, plans, secret processes or formulae, trademarks, or other like property or rights, or knowledge, experience, or skill (know-how), and

(b) Gains derived from the sale, exchange, or other disposition of any such right or property 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 right or property

(3) Royalties shall be treated as income from sources within one of the Contracting States 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.

(a) If the person paying the royalties (whether or not such a person is a resident of one of the Contracting States) has a permanent establishment in one of the Contracting States with which the right or property giving rise to the royalties is effectively connected and such royalties are borne by such permanent establishment, or

(b) If the person paying the royalties is a resident of one of the Contracting States and has a permanent establishment in a State other than a Contracting State with which the right or property giving rise to the royalties is effectively connected and such royalties are borne by such permanent establishment,

such royalties shall be deemed to be from sources within the State in which the permanent establishment is situated.

(4) 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 right or property giving rise to the royalty is effectively connected with such permanent establishment. In such a case the provisions of Article 7 (Business Profits) shall apply

(5) 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 according to its own law by the Contracting State from which the royalty is derived.

Article 13

CAPITAL GAINS

Gains derived by a resident of one of the Contracting States from the sale, exchange, or other disposition of capital assets shall be exempt from tax by the other Contracting State unless.

(1) The gain is derived by a resident of the first-mentioned Contracting State from the sale, exchange, or other disposition of property

described in Article 6 (Income from Real Property) situated within that other Contracting State,

(2) The recipient of the gain, being a resident of the first-mentioned Contracting State, has a permanent establishment or maintains a fixed base in that other Contracting State and the property giving rise to the gain is effectively connected with such permanent establishment or such fixed base, or

(3) The recipient of the gain, being an individual resident of the first-mentioned Contracting State, is present in that other Contracting State for a period or periods aggregating 183 days or more in the taxable year

If under the provisions of paragraph (2) the property is effectively connected with a permanent establishment, the provisions of Article 7 (Business Profits) shall apply

ARTICLE 14

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 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, and the income is attributable to such fixed base, or

(c) The individual derives the income from personal services as a public entertainer, such as a theater, motion picture, or television artist, a musician, or an athlete, unless such individual is present in that other Contracting State for a period or periods not exceeding a total of 90 days during the taxable year and such income does not exceed in the aggregate 3,000 United States dollars or its equivalent in Belgian francs during the taxable year.

ARTICLE 15

DEPENDENT PERSONAL SERVICES

(1) 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, including income from services performed by an officer of a company, may be taxed

by that Contracting State. Except as provided by paragraph (2) and Article 20 (Teachers) and Article 21 (Students and Trainees) such remuneration derived from labor or personal services performed in 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 the first-mentioned Contracting State, and
   (c) The remuneration is not borne as such by a permanent establishment which the employer has in that other Contracting State.

(3) Notwithstanding paragraphs (1) and (2), remuneration derived by an individual from labor or personal services performed as an employee aboard ships or aircraft registered in one of the Contracting States and operated by a resident of that Contracting State in international traffic 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 16

DIRECTORS' FEES

Notwithstanding Articles 14 (Independent Personal Services) and 15 (Dependent Personal Services), a director's fee derived by an individual who is a resident of one of the Contracting States in his capacity as a member of the board of directors of a corporation of the other Contracting State (but not including fixed or contingent payments derived in his capacity as an officer or employee), which cannot be taken as a deduction by the corporation but is treated in that other Contracting State as a distribution of profits, may be taxed by that other Contracting State.

ARTICLE 17

SOCIAL SECURITY PAYMENTS

Social security payments and similar pensions paid by, or out of public funds created by, one of the Contracting States or a governmental instrumentality thereof to an individual who is a resident of the other Contracting State shall be taxable only in the first-mentioned Contracting State.

ARTICLE 18

PRIVATE PENSIONS AND ANNUITIES

(1) Except as provided in Articles 17 (Social Security Payments) and 19 (Governmental Functions), pensions and other similar re-

muneration 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.

(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 for services rendered).

ARTICLE 19

GOVERNMENTAL FUNCTIONS

(1) Notwithstanding Articles 15 (Dependent Personal Services), 17 (Social Security Payments), and 18 (Private Pensions and Annuities), 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, 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:

(a) To a citizen of that Contracting State or

(b) To a citizen of a State other than a Contracting State and who comes to the other Contracting State expressly for the purpose of being employed by the first-mentioned Contracting State, or a political subdivision or a local authority thereof,

shall be exempt from tax by that other Contracting State.

(2) The provisions of Articles 15 (Dependent Personal Services), 17 (Social Security Payments), and 18 (Private Pensions and Annuities) shall apply to wages, salaries, and pensions paid in respect of services rendered in conncetion with any trade or business carried on by the first-mentioned Contracting State, or a political subdivision or a local authority thereof.

ARTICLE 20

TEACHERS

(1) 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, at the invitation of the Government of that other Contracting State or of a university or other recognized educational institution in that other Contracting State is

temporarily present in that other Contracting State for the primary purpose of teaching or engaging in research, or both, at a university or other recognized educational institution shall be exempt from tax by that other Contracting State on his income from personal services for teaching or research at such university or educational institution, 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 not in the public interest but primarily for the private benefit of a specific person or persons.

ARTICLE 21

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 a 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.

(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 Belgian francs 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 Belgian francs.

(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 Belgian francs.

(4) The benefits provided under Article 20 (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, but in no case shall any individual have the benefits provided therein for more than a total of 5 taxable years from the date of his arrival.

ARTICLE 22

INCOME NOT EXPRESSLY MENTIONED

Items of income of a resident of one of the Contracting States which are not expressly mentioned in the foregoing articles of this Convention shall be taxable only in that Contracting State except that if such income is derived from sources within the other Contracting State, that other Contracting State may also tax such income.

ARTICLE 23

RELIEF FROM DOUBLE TAXATION

(1) Notwithstanding any other provision of this Convention, a Contracting State may tax its citizens and residents as determined under Article 4 (Fiscal Domicile) as if this Convention had not come into effect, provided however, that.

(a) This provision shall not affect the benefits conferred by a Contracting State under this article and Articles 17 (Social Security Payments), 24 (Nondiscrimination), and 25 (Mutual Agreement Procedure)

(b) This provision shall not affect the benefits conferred by a Contracting State under Articles 19 (Governmental Functions), 20 (Teachers), and 21 (Students and Trainees), upon individuals who are neither citizens of, nor have immigrant status in, that Contracting State.

(2) Subject to the provisions of United States law applicable for the taxable year, the United States shall allow to a citizen or resident of the United States as a credit against United States tax the

appropriate amount of Belgian tax; such appropriate amount shall be based upon the amount of tax paid to Belgium but shall not exceed the amount of United States tax attributable to income from Belgian sources. Income which has been taxed by Belgium in accordance with Articles 6 through 21 shall, for the purpose of applying the United States credit in relation to Belgian tax, be treated as income from Belgian sources.

(3) In the case of income derived from sources in the United States, relief from double taxation shall be granted in Belgium in the following manner:

(a) Where a resident of Belgium derives income which is not subject to the provisions of subparagraphs (b) through (d) below and which has been taxed by the United States in accordance with Articles 6 through 21, Belgium shall exempt such income from tax but may, in calculating the amount of tax on the remainder of the income of that resident, apply the rate of tax which would have been applicable if such income had not been exempted.

(b) Where a resident of Belgium receives dividends (which are not exempt under subparagraph (d)) to which the provisions of paragraph (2) of Article 10 (Dividends) apply, interest to which the provisions of paragraph (2) or paragraph (8) of Article 11 (Interest) apply or royalties to which the provisions of paragraph (5) of Article 12 (Royalties) apply, Belgium shall reduce the Belgian tax imposed thereon by a credit in respect of the tax borne in the United States. The credit shall be allowed against the tax imposed on the net amount of the dividends from corporations of the United States, as well as of interest and royalties from sources in the United States which have been taxed there, the credit shall be the fixed amount in respect of the foreign tax for which provision is made in existing Belgian law, subject to any subsequent modification—which, however, shall not affect the principle hereof.

(c) Where a resident of Belgium receives income to which the provisions of Article 22 (Income Not Expressly Mentioned) apply and which has been taxed by the United States, the amount of Belgian tax proportionately attributable to such income shall not exceed the amount which would be imposed in accordance with Belgian law, if such income were taxed as earned income derived from sources outside Belgium and subject to foreign tax.

(d) Where a Belgian corporation owns shares in a United States corporation which is subject in the United States to tax on its profits, the dividends which are paid to it by the latter corporation and which may be taxed in the United States in accordance with the provisions of paragraph (2) of Article 10 (Dividends) shall be exempt from the corporate income tax in Belgium to the extent that exemption would have been

accorded if the two corporations had been corporations of Belgium, this provision shall not prohibit the withholding from those dividends of the movable property prepayment (précompte mobilier) imposed by Belgian law

(e) A Belgian corporation which, during the whole of an accounting period of a United States corporation which is subject there to tax on its profits, has held the direct ownership of shares in the latter corporation, shall also be exempted from the movable property prepayment (précompte mobilier) imposed by Belgian law on the dividends derived from those shares, provided that it so requests in writing not later than the time limited for the submission of its annual return, on the redistribution to its own shareholders of the dividends so exempted those dividends may not be deducted from dividends distributed by that corporation which are subject to the movable property prepayment (précompte mobilier) This subparagraph shall not apply when the first-mentioned corporation has elected that its profits be charged to the individual income tax. However, the application of this subparagraph shall be limited to dividends paid by a United States corporation to a Belgian corporation which controls not less than 10 percent of the voting power in the first-mentioned corporation where, for the application of the exemption referred to in subparagraph (d), a similar limitation would be imposed by Belgian legislation in respect of dividends paid by corporations of Belgium.

(f) Where an individual who is a resident of Belgium and a citizen of the United States receives income from sources within the United States which is not exempt from Belgian tax under subparagraph (a) nor covered by subparagraph (c), the amount of the Belgian individual income tax proportionately attributable to such income may not exceed.

(i) In the case of dividends, interest, and royalties, an amount which, after allowance of the fixed amount in respect of the foreign tax, where applicable, corresponds to 20 percent of such income,

(ii) In the case of other income concerned, the amount which would be imposed in accordance with Belgian law, if such income were taxed as earned income derived from sources outside Belgium and subject to foreign tax.

(g) When in accordance with Belgian law, losses incurred by a resident of Belgium in a permanent establishment situated in the United States have been effectively deducted from the profits of that resident for his taxation in Belgium, the exemption provided in subparagraph (a) shall not apply in Belgium to the profits of other taxable periods attributable to that establishment to the extent that those profits have also been

reduced for United States tax purposes by reason of compensation for the said losses.

(4) In the case of a corporation which is treated as a United States corporation for United States tax purposes and as a Belgian corporation for Belgian tax purposes, relief from double taxation shall be granted in accordance with the principles of paragraphs (2) and (3).

ARTICLE 24

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.

(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 this article shall apply to taxes of every kind whether imposed at the National, State, or local level.

(5) The provisions of paragraph (2) shall not be construed as preventing Belgium from taxing the total profits attributable to a permanent establishment which is maintained in Belgium by a United States corporation, or any unincorporated entity, which is a resident of the United States at a rate which—before the application of the surcharges specified in paragraph (1) (b) (vi) of Article 2—is the highest rate at which the profits of a Belgian corporation may be taxed.

(a) However, as long as Belgium imposes its tax on the distributed profits of a Belgian corporation at a rate which is lower than such highest rate then the Belgian tax on the portion of the profits of the permanent establishment which is deemed to be

distrubuted shall be imposed at a rate which—before the application of the surcharges specified in paragraph (1)(b)(vi) of Article 2—shall not exceed the highest rate at which such tax may be imposed on the distributed profits of a Belgian corporation.

(b) For purposes of this paragraph, the permanent establishment which is maintained in Belgium shall be deemed to distribute the same percentage of its profits as such resident distributes from its total profits.

ARTICLE 25

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 within 2 years from the date of notification (or collection at source) of the tax which has been last asserted or collected. Should the resident's claim be considered to have merit by the competent authority of the Contracting State to which the claim is made, the competent authority 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,

(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 the same meaning of any term used in this Convention.

(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 on such income shall be adjusted and refund or credit of taxes shall be allowed, by the Contracting States in accordance with such agreement.

ARTICLE 26

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 or preventing fraud or fiscal evasion in relation to the taxes which are the subject of this 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.

(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 the list of information which shall be furnished on a routine basis.

ARTICLE 27

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.

(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 28

MISCELLANEOUS

(1) 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.

(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) The competent authorities of the two Contracting States may communicate with each other directly for the purpose of carrying out the provisions of this Convention.

ARTICLE 29

EXTENSION TO TERRITORIES

(1) The United States may, at any time while this Convention continues in force, by a written notification given to Belgium 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 Belgium has, by a written communication through diplomatic channels, signified to the United States 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 have effect on and after the date or dates specified therein.

(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 have effect, beginning on or after the first day of January next following the expiration of the 6-month period, in the area or areas named therein, but without affecting its continued application to the United States, Belgium, 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, reference to the « United States » shall be construed as referring to that area.

(4) The termination in respect of the United States or Belgium of this Convention under Article 31 (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.

ARTICLE 30

ENTRY INTO FORCE

(1) This Convention shall be ratified and instruments of ratification shall be exchanged at Washington as soon as possible. It shall enter into force 1 month after the date of exchange of the instruments of ratification. The provisions shall for the first time have effect with respect to income of calendar years or taxable years beginning (or, in the case of taxes payable at the source, payments made) on or after January 1, 1971.

(2) As between the United States and Belgium, the Convention between Belgium and the United States for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income signed at Washington, D.C. on October 28, 1948, modified and supplemented by the Supplementary Conventions signed at Washington on September 9, 1952, and August 22, 1957, [1] and by the Protocol signed at Brussels on May 21, 1965, [2] shall terminate and cease to have effect in respect of income to which this Convention applies under paragraph (1) of this article.

ARTICLE 31

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 effect as respects income 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 provision of paragraph (1), and upon prior notice to be given through diplomatic channels, the provisions of Article 17 (Social Security Payments) may be terminated by either Contracting State at any time after this Convention enters into force.

[1] TIAS 2833, 4280; 4 UST 1647, 1672; 10 UST 1358.
[2] TIAS 6073, 6394, 17 UST 1142; 18 UST 3011.

CONVENTION

ENTRE LES ETATS-UNIS D'AMERIQUE ET LE ROYAUME DE BELGIQUE POUR EVITER LA DOUBLE IMPOSITION ET EMPECHER L'EVASION FISCALE EN MATIERE D'IMPOTS SUR LE REVENU

LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

et

LE GOUVERNEMENT DU ROYAUME DE BELGIQUE,

Désireux de conclure une convention pour éviter la double imposition et empêcher l'évasion fiscale en matière d'impôts sur le revenu,

Sont convenus des articles suivants:

ARTICLE 1
PERSONNES VISEES

La présente Convention s'applique en général aux personnes qui sont des résidents d'un Etat contractant ou de chacun des deux Etats.

ARTICLE 2
IMPOTS VISES

(1) Les impôts qui font l'objet de la présente Convention sont.
   (a) En ce qui concerne les Etats-Unis, les impôts fédéraux sur le revenu prévus par l'Internal Revenue Code, ci-après dénommés « l'impôt des Etats-Unis », et
   (b) En ce qui concerne la Belgique.
      (i) l'impôts des personnes physiques;
      (ii) l'impôt des sociétés;
      (iii) l'impôt des personnes morales;
      (iv) l'impôt des non-résidents;
      (v) les précomptes et compléments de précomptes, et
      (vi) les centimes additionnels à chacun des impôts visés sous (i) à (v) ci-dessus, y compris la taxe communale additionnelle à l'impôt des personnes physiques,
      ci-après dénommés « l'impôt belge ».

(2) La présente Convention s'appliquera aussi aux impôts futurs de nature identique ou analogue qui s'ajouteraient aux impôts actuels ou qui les remplaceraient après la date de signature de la présente Convention.

(3) Les autorités compétentes des Etats contractants s'informeront mutuellement des modifications apportées aux législations relatives aux impôts visés au paragraphe (1) et de l'adoption d'impôts visés au paragraphe (2) en se transmettant le texte des modifications ou des dispositions nouvelles, au moins une fois par an.

(4) Les autorités compétentes des Etats contractants s'informeront mutuellement de la publication, par l'Etat dont elles relèvent respectivement, des textes relatifs à l'application de la présente Convention, qu'il s'agisse de règlements, d'instructions ou de décisions judiciaires, en se transmettant ces textes au moins une fois par an.

ARTICLE 3

DEFINITIONS GENERALES

(1) Au sens de la présente Convention, à moins que le contexte n'exige une interprétation différente.

(a) (i) Le terme « Etats-Unis » désigne les Etats-Unis d'Amérique, et

(ii) lorsqu'il est employé dans un sens géographique, le terme « Etats-Unis » désigne les Etats membres et le district de Columbia. Ce terme désigne également (A) leur mer territoriale et (B) le lit de la mer et le sous-sol des régions sous-marines adjacentes à la mer territoriale, sur lesquels les Etats-Unis exercent, conformément au droit international, des droits souverains d'exploration et d'exploitation des ressources naturelles de ces régions, mais uniquement dans la mesure où la personne, le bien ou l'activité auxquels la présente Convention doit être appliquée sont en rapport avec cette exploration ou avec cette exploitation.

(b) (i) Le terme « Belgique » désigne le Royaume de Belgique; et

(ii) lorsqu'il est employé dans un sens géographique, le terme « Belgique » désigne le territoire de la Belgique. Ce terme désigne également (A) la mer territoriale belge et (B) le lit de la mer et le sous-sol des régions sous-marines adjacentes à la mer territoriale, sur lesquels la Belgique exerce, conformément au droit international, des droits souverains d'exploration et d'exploitation des ressources naturelles de ces régions, mais uniquement dans la mesure où la personne, le bien ou l'activité auxquels la présente Convention doit être appliquée sont en rapport avec cette exploration ou avec cette exploitation.

(c) L'expression « un Etat contractant » ou « l'autre Etat contractant » désigne, suivant le contexte, les Etats-Unis ou la Belgique.

(d) Le terme « personne » comprend une personne physique, une association de personnes, une société, une succession, un trust ou tout autre groupement de personnes.

(e) (i) L'expression « société américaine » ou « société des Etats-Unis » désigne une société créée ou organisée d'après la législation des Etats-Unis ou d'un Etat membre ou du district de Columbia, ou toute entité sans personnalité juridique considérée comme une société américaine pour l'application de l'impôt des Etats-Unis, pourvu que cette société ou entité ne soit pas une société belge pour l'application de l'impôt belge; et

(ii) L'expression « société belge » ou « société de la Belgique » désigne toute entité qui, suivant la législation fiscale belge (A) est une personne morale ou est considérée comme une personne morale et (B) est résidente de la Belgique, pourvu que cette entité ne soit pas une société américaine pour l'application de l'impôt des Etats-Unis.

(f) L'expression « autorité compétente » désigne.

(i) en ce qui concerne les Etats-Unis, le Secrétaire au Trésor ou son représentant, et

(ii) en ce qui concerne la Belgique, l'autorité compétente suivant la législation belge.

(g) Le terme « Etat » désigne tout Etat souverain, qu'il soit ou non un Etat contractant.

(2) Sous réserve de l'article 25 (2) (d) (Procédure amiable), toute autre expression employée et non définie dans la présente Convention a le sens qui lui est attribué par la législation de l'Etat contractant dont l'impôt doit être établi.

Article 4

DOMICILE FISCAL

(1) Au sens de la présente Convention.

(a) L'expression « résident de la Belgique » désigne.

(i) une société belge, et

(ii) toute personne (autre qu'une société) qui est considérée comme résidente de la Belgique pour l'application de l'impôt belge.

(b) L'expression « résident des Etats-Unis » désigne.

(i) une société américaine, et

(ii) toute personne (autre qu'une société ou une autre entité considérée comme une société pour l'application de l'impôt des Etats-Unis) qui est résidente des Etats-Unis por l'application de l'impôt des Etats-Unis, mais dans le cas d'une association de personnes, d'une suc-

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cession ou d'un trust, seulement dans la mesure où le revenu obtenu par une telle personne est soumis à l'impôt des Etats-Unis au titre de revenu d'un résident.

(2) Lorsque, selon la disposition du paragraphe (1), une personne physique est considérée comme résidente de chacun des Etats contractants.

(a) Cette personne est considérée comme résidente de l'Etat contractant où elle possède son foyer d'habitation permanent. Lorsqu'elle possède un foyer d'habitation permanent dans les deux Etats contractants ou qu'elle ne possède de foyer d'habitation permanent dans aucun des Etats contractants, elle est considérée comme résidente de l'Etat contractant avec lequel ses liens personnels et économiques sont les plus étroits (centre des intérêts vitaux),

(b) Si l'Etat contractant où cette personne a le centre de ses intérêts vitaux ne peut pas être déterminé, elle est considérée comme résidente de l'Etat contractant où elle séjourne de façon habituelle,

(c) Si cette personne séjourne de façon habituelle dans chacun des Etats contractants ou qu'elle ne séjourne de façon habituelle dans aucun des Etats contractants, elle est considérée comme résidente de l'Etat contractant dont elle est est ressortissant, et

(d) Si cette personne est ressortissant de chacun des Etats contractants ou qu'elle n'est ressortissant d'aucun des Etats contractants, les autorités compétentes des Etats contractants tranchent la question d'un commun accord.

Pour l'application du présent paragraphe, un foyer d'habitation permanent est le lieu où une personne physique demeure avec sa famille.

Article 5
ETABLISSEMENT STABLE

(1) Au sens de la présente Convention, l'expression « établissement stable » désigne une installation fixe d'affaires par l'intermédiaire de laquelle un résident d'un Etat contractant exerce une activité industrielle ou commerciale.

(2) L'expression « installation fixe d'affaires » comprend notamment.

(a) un siège de direction,

(b) une succursale,

(c) un bureau,

(d) une usine,

(e) un atelier;

(f) un entrepôt,

(g) une mine, une carrière ou tout autre lieu d'extraction de ressources naturelles;

(h) un chantier de construction ou de montage dont la durée dépasse 12 mois.

(3) Nonobstant les dispositions des paragraphes (1) et (2), on ne considère pas qu'il y a établissement stable lorsqu'une installation fixe d'affaires sert uniquement à l'exercice de l'une ou de plusieurs des activités suivantes.

(a) l'usage d'installations aux fins de stockage, d'exposition ou de livraison de marchandises appartenant au résident,

(b) l'entreposage de marchandises appartenant au résident aux fins de stockage, d'exposition ou de livraison,

(c) l'entreposage de marchandises appartenant au résident aux fins de transformation par une autre personne,

(d) l'utilisation d'une installation fixe d'affaires aux fins d'acheter des marchandises ou de réunir des informations pour le résident,

(e) l'utilisation d'une installation fixe d'affaires aux fins de publicité, de fourniture d'informations, de recherches scientifiques ou d'activités analogues qui ont pour le résident un caractère préparatoire ou auxiliaire, ou.

(f) le maintien d'un chantier de construction ou de montage dont la durée ne dépasse pas 12 mois.

(4) Nonobstant les dispositions du paragraphe (3) (a), (c) et (d), lorsqu'un résident d'un Etat contractant a dans l'autre Etat contractant une installation fixe d'affaires et que.

(a) des marchandises (achetées on non dans l'autre Etat contractant) sont soumises à transformation par une autre personne damsl'autre Etat contractant, ou bien

(b) des marchandises sont achetées dans l'autre Etat contractant (sans être soumises à transformation en dehors de l'autre Etat contractant),

ce résident est considéré comme ayant un établissement stable dans cet autre Etat contractant si tout ou partie de ces marchandises sont vendues par lui ou pour son compte aux fins d'usage, de consommation ou d'aliénation dans cet autre Etat contractant.

(5) Une personne—autre qu'un agent jouissant d'un statut indépendant visé au paragraphe (6)—qui agit dans un Etat contractant pour le compte d'un résident de l'autre Etat contractant est considéré comme constituant un établissement stable dans le premier Etat contractant si elle dispose dans cet Etat contractant de pouvoirs qu'elle y exerce habituellement lui permettant de conclure des contrats au nom de ce résident, à moins que l'exercice de ces pouvoirs ne soit limité à l'achat de marchandises pour ce résident.

(6) On ne considère pas qu'un résident d'un Etat contractant a un établissement stable dans l'autre Etat contractant du seul fait qu'il y exerce une activité industrielle ou commerciale par l'entremise d'un courtier, d'un commissionnaire général ou de tout autre intermédiaire jouissant d'un statut indépendant, à condition que ce courtier, commissionnaire ou intermédiaire agisse dans le cadre ordinaire de son activité. Le présent paragraphe ne s'appli-

que pas à un courtier, commissionnaire ou intermédiaire agissant pour le compte d'une compagnie d'assurances s'il dispose de pouvoirs, qu'il exerce habituellement, lui permettant de conclure des contrats au nom de cette compagnie.

(7) Le fait qu'un résident d'un Etat contractant est lié à un résident de l'autre Etat contractant ou à une personne qui exerce une activité industrielle ou commerciale dans cet autre Etat contractant (que ce soit par l'intermédiaire d'un établissement stable ou non) n'est pas pris en considération pour déterminer si ce résident du premier Etat contractant a un établissement stable dans cet autre Etat contractant.

(8) Les règles énoncées aux paragraphes (1) à (7) s'appliquent pour déterminer s'il y a un établissement stable dans un Etat autre qu'un Etat contractant ou si une personne autre qu'un résident d'un Etat contractant a un établissement stable dans un Etat contractant.

Article 6
REVENUS IMMOBILIERS

(1) Les revenus provenant de biens immobiliers, y compris les redevances afférentes à l'exploitation de mines, carrières ou autres ressources naturelles, ainsi que les gains provenant de la vente, de l'échange ou de toute autre forme d'aliénation de ces biens ou des droits générateurs de ces redevances, peuvent être imposés par l'Etat contractant où sont situés les biens immobiliers, mines, carrières ou autres ressources naturelles. Pour l'application de la présente Convention, les intérêts d'emprunts garantis par des biens immobiliers ou par un droit générateur de redevances afférentes à l'exploitation de mines, carrières ou autres ressources naturelles ne sont pas considérés comme des revenus de biens immobiliers.

(2) Les dispositions du paragraphe (1) s'appliquent aux revenus provenant de l'usufruit, de l'exploitation directe, de la location ou de l'affermage ainsi que de toute autre forme d'exploitation de biens immobiliers.

Article 7
BENEFICES DES ENTREPRISES

(1) Les bénéfices industriels ou commerciaux d'un résident d'un Etat contractant sont exemptés d'impôt par l'autre Etat contractant, à moins que ce résident n'exerce une activité industrielle ou commerciale dans cet autre Etat contractant par l'intermédiaire d'un établissement stable qui y est situé. Si le résident exerce cette activité d'une telle façon, ses bénéfices industriels ou commerciaux peuvent être imposés par cet autre Etat contractant mais uniquement dans la mesure où ils sont imputables à l'établissement stable.

(2) Lorsqu'un résident d'un Etat contractant exerce une activité industrielle ou commerciale dans l'autre Etat contractant par

l'intermédiaire d'un établissement stable qui y est situé, il est imputé, dans chaque Etat contractant, à l'établissement stable les bénéfices industriels ou commerciaux qui lui auraient été imputables s'il avait constitué une entité indépendante exerçant des activités identiques ou analogues dans des conditions identiques ou analogues et traitant en toute indépendance.

(3) Dans le calcul des bénéfices industriels ou commerciaux d'un établissement stable, sont admises en déduction les dépenses qui ont un lien raisonnable avec ces bénéfices, y compris les dépenses de direction et les frais généraux d'administration, qu'ils soient exposés dans l'Etat contractant où est situé l'établissement stable ou ailleurs.

(4) Aucun bénéfice n'est imputé à un établissement stable d'un résident d'un Etat contractant dans l'autre Etat contractant du simple fait que des marchandises ont été achetées par l'établissement stable ou par le résident dont il constitue un établissement stable, pour le compte dudit résident.

(5) Pour l'application de la présente Convention, l'expression «bénéfices industriels ou commerciaux»

(a) comprend les locations ou redevances afférentes aux films cinématographiques, films ou bandes de radiodiffusion ou de télévision ou aux droits d'auteur y relatifs et les revenus de la location de bien mobiliers corporels;

(b) ne comprend pas les éléments de revenu visés spécifiquement dans d'autres articles de la présente Convention, sous réserve des dispositions de ces articles.

Sous réserve des dispositions de la présente Convention, les éléments de revenu exclus des bénéfices industriels ou commerciaux en vertu du sous-paragraphe (b) peuvent être imposés séparément ou cumulativement avec les bénéfices industriels ou commerciaux conformément à la législation de l'Etat contractant dont l'impôt doit être établi.

Article 8

NAVIGATION MARITIME ET AERIENNE

(1) Nonobstant les dispositions des articles 7 (Bénéfices des entreprises) et 13 (Gains en capital), les revenus qu'un résident d'un Etat contractant tire de l'exploitation, en trafic international, de navires immatriculés dans cet Etat contractant et les gains qu'un résident d'un Etat contractant tire de la vente, de l'échange ou de toute autre forme d'aliénation de navires exploités en trafic international par ce résident et immatriculés dans cet Etat contractant, sont exemptés d'impôt par l'autre Etat contractant.

(2) Nonobstant les dispositions des articles 7 (Bénéfices des entreprises) et 13 (Gains en capital), les revenus qu'un résident d'un Etat contractant tire de l'exploitation, en trafic international, d'aéronefs immatriculés dans un des Etats contractants ou dans un Etat avec lequel l'autre Etat contractant a conclu en matière

d'impôts sur le revenu une convention en vertu de laquelle de tels revenus sont exemptés d'impôt, et les gains qu'un résident d'un Etat contractant tire de la vente, de l'échange ou de toute autre forme d'aliénation d'aéronefs exploités en trafic international par ce résident et immatriculés dans un des Etats contractants ou dans un Etat avec lequel l'autre Etat contractant a conclu en matière d'impôts sur le revenu une Convention en vertu de laquelle de tels revenus sont exemptés d'impôt, sont exemptés d'impôt par l'autre Etat contractant.

ARTICLE 9

ENTREPRISES ASSOCIEES

(1) Lorsqu'un résident d'un Etat contractant et un résident de l'autre Etat contractant sont liés et que ces personnes liées concluent entre elles des arrangements ou s'imposent des conditions qui diffèrent de ceux qui seraient admis entre des personnes indépendantes, les revenus qui, sans ces arrangements ou conditions, auraient été obtenus par le résident du premier Etat contractant mais n'ont pu l'être à cause de ces arrangements ou conditions, peuvent, pour l'application de la présente Convention, être inclus dans les revenus du résident du premier Etat contractant et imposés en conséquence.

(2) Une personne est liée à une autre personne si une de ces personnes participe directement ou indirectement à la direction, au contrôle ou au capital de l'autre, ou si une ou plusieurs tierces personnes participent directement ou indirectement à la direction, au contrôle ou au capital de ces deux personnes.

ARTICLE 10

DIVIDENDES

(1) Les dividendes attribués par une société d'un Etat contractant à un résident de l'autre Etat contractant peuvent être imposés par les deux Etats contractants.

(2) Le taux de l'impôt perçu par le premier Etat contractant sur ces dividendes ne peut excéder 15 pour cent du montant brut effectivement distribué. Le terme « dividendes » comprend les revenus de capitaux investis obtenus par les associés de sociétés belges autres que des sociétés par actions si en vertu de la législation belge ces revenue sont imposables de la même manière que les dividendes.

(3) Le paragraphe (2) ne s'applique pas si le bénéficiaire des dividendes, résident d'un Etat contractant, a dans l'autre Etat contractant un établissement stable auquel se rattachent effectivement les actions ou parts à raison desquelles les dividendes sont attribués. Dans ce cas, l'article 7 (Bénéfices des entreprises) est applicable, étant entendu qu'il n'empêche pas la Belgique de percevoir le précompte mobilier conformément à la législation belge.

(4) Les dividendes attribués par une société d'un Etat contractant à une personne autre qu'un résident de l'autre Etat contractant sont exemptés d'impôt par cet autre Etat contractant. Le présent paragraphe ne s'applique pas:

(a) si le bénéficiaire des dividendes a dans cet autre Etat contractant un établissement stable auquel se rattachent effectivement les actions ou parts à raison desquelles les dividendes sont attribués, ou

(b) si les dividendes sont attribués par une société américaine et recueillis en Belgique par une personne qui n'est pas un ressortissant ou un résident des Etats-Unis.

ARTICLE 11

INTERETS

(1) Les intérêts tirés de sources situées dans un Etat contractant par un résident de l'autre Etat contractant peuvent être imposés par les deux Etats contractants.

(2) Le taux de l'impôt perçu par un Etat contractant sur les intérêts tirés de sources situées dans cet Etat contractant par un résident de l'autre Etat contractant ne peut excéder 15 pour cent.

(3) Nonobstant les dispositions des paragraphes (1) et (2), les intérêts tirés par un résident d'un Etat contractant de sources situées dans l'autre Etat contractant sont exemptés d'impôt par l'autre Etat contractant s'il s'agit.

(a) d'intérêts de créances commerciales—y compris celles qui sont représentées par des effets de commerce—résultant du paiement à terme de marchandises ou de services fournis par un résident d'un Etat contractant à un résident de l'autre Etat contractant,

(b) d'intérêts payés entre des entreprises bancaires, sauf pour des emprunts représentés par des titres au porteur, ou

(c) d'intérêts de dépôts de sommes d'argent, non représentés par des titres au porteur, effectués dans des entreprises bancaires ou dans d'autres établissements financiers.

(4) Nonobstant les dispositions des paragraphes (1) et (2), les intérêts perçus pour son compte par un Etat contractant ou par un établissement public de cet Etat contractant, qui n'est pas soumis à l'impôt sur ses revenus par cet Etat contractant, sont exemptés d'impôt par l'autre Etat contractant.

(5) Le terme « intérêts » employé dans la présente Convention désigne les revenus d'obligations, de fonds publics, de certificats ou d'autres titres d'emprunt, assortis ou non de garanties ou d'une clause de participation aux bénéfices, et des créances de toute nature, ainsi que tous autres revenus assimilés aux revenus de sommes prêtées par la législation fiscale de l'Etat contractant

où les revenus ont leur source, à l'exclusion des intérêts considérés comme des dividendes en vertu de la seconde phrase de l'article 10, paragraphe (2) (Dividendes), en ce qui concerne la Belgique, il comprend aussi les lots d'emprunts.

(6) Les intérêts sont considérés comme ayant leur source dans un Etat contractant seulement dans le cas où ils sont payés par cet Etat contractant, par une de ses subdivisions politiques ou collectivités locales ou par un résident de cet Etat contractant. Nonobstant la phrase précédente:

(a) si le débiteur des intérêts (qu'il soit ou non résident d'un Etat contractant) a dans un Etat contractant un établissement stable pour lequel l'emprunt générateur des intérêts a été contracté et qui supporte la charge de ces intérêts, ou

(b) si le débiteur des intérêts est un résident d'un Etat contractant et a, dans un Etat autre qu'un Etat contractant, un établissement stable pour lequel l'emprunt générateur des intérêts a été contracté et qui supporte la charge de ces intérêts payés à un résident de l'autre Etat contractant,

ces intérêts sont réputés avoir leur source dans l'Etat où est situé l'établissement stable.

(7) Les paragraphes (2), (3) et (4) ne s'appliquent pas lorsque le bénéficiaire des intérêts, résident d'un Etat contractant, a dans l'autre Etat contractant un établissement stable auquel se rattache effectivement la créance génératrice des intérêts. Dans ce cas, les dispositions de l'article 7 (Bénéfices des entreprises) sont applicables.

(8) Lorsque des intérêts attribués par une personne à une personne qui lui est liée excédent le montant qui aurait été attribué à une personne non liée, les dispositions du présent article ne s'appliquent qu'au montant des intérêts qui aurait été attribué à une personne non liée. Dans ce cas, la partie excédentaire peut être imposée, conformément à sa législation, par l'Etat contractant d'où proviennent les intérêts.

(9) Les intérêts attribués par un résident d'un Etat contractant à une personne autre qu'un résident de l'autre Etat contractant sont exemptés d'impôt par cet autre Etat contractant. Le présent paragraphe ne s'applique pas:

(a) si ces intérêts sont, en vertu du paragraphe (6), considérés comme provenant de sources situées dans cet autre Etat contractant,

(b) si le bénéficiaire des intérêts a dans cet autre Etat contractant un établissement stable auquel se rattache effectivement la créance génératrice des intérêts, ou

(c) si ces intérêts proviennent de sources situées aux Etats-Unis et sont recueillis en Belgique par une personne qui n'est pas un ressortissant ou un résident des Etats-Unis.

ARTICLE 12

REDEVANCES

(1) Les redevances tirées de sources situées dans un Etat contractant par un résident de l'autre Etat contractant sont exemptées d'impôt par le premier Etat contractant.

(2) Le terme «redevances» employé dans le présent article désigne

(a) les rémunérations de toute nature payées pour l'usage ou la concession de l'usage de droits d'auteur sur des œuvres littéraires, artistiques ou scientifiques (mais non compris les droits d'auteur afférents à des films cinématographiques ou à des films ou bandes de radiodiffusion ou de télévision), brevets, dessins, modèles, plans, formules ou procédés secrets, marques de fabrique ou d'autres biens ou droits analogues, ou de connaissance, d'expérience ou de savoir-faire (know-how), et

(b) les gains provenant de la vente, de l'échange ou d'une autre forme d'aliénation de tels droits ou biens, dans la mesure où les montants reçus pour cette vente, cet échange ou cette autre forme d'aliénation sont déterminés en fonction de la productivité, de l'utilisation ou de l'aliénation desdits droits ou biens.

(3) Les redevances sont considérées comme ayant leur source dans un Etat contractant seulement dans le cas où elles sont payées par cet Etat contractant, par une de ses subdivisions politiques ou collectivités locales ou par un résident de cet Etat contractant. Nonobstant la phrase précédente.

(a) si le débiteur des redevances (qu'il soit ou non résident d'un Etat contractant) a dans un Etat contractant un établissement stable auquel se rattache effectivement le droit ou le bien générateur des redevances et qui supporte la charge de ces redevances, ou

(b) si le débiteur des redevances est un résident d'un Etat contractant et a, dans un Etat autre qu'un Etat contractant, un établissement stable auquel se rattache effectivement le droit ou le bien générateur des redevances et qui supporte la charge de ces redevances,

ces redevances sont réputées avoir leur source dans l'Etat où est situé l'établissement stable.

(4) Le paragraphe (1) ne s'applique pas lorsque le bénéficiaire des redevances, résident d'un Etat contractant, a dans l'autre Etat contractant un établissement stable auquel se rattache effectivement le droit ou le bien générateur des redevances. Dans ce cas, les dispositions de l'article 7 (Bénéfices des entreprises) sont applicables.

(5) Lorsque des redevances attribuées par une personne à une personne qui lui est liée excédent le montant qui aurait été attribué

à une personne non liée, les dispositions du présent article ne s'appliquent qu'au montant des redevances qui aurait été attribué à une personne non liée. Dans ce cas, la partie excédentaire peut être imposée, conformément à sa législation, par l'Etat contractant d'où proviennent les redevances.

ARTICLE 13

GAINS EN CAPITAL

Les gains tirés, par un résident d'un Etat contractant, de la vente, de l'échange ou de toute autre forme d'aliénation de biens en capital, sont exemptés d'impôt par l'autre Etat contractant, sauf

(1) si le gain est réalisé par un résident du premier Etat contractant à l'occasion de la vente, de l'échange ou de toute autre forme d'aliénation de biens visés à l'article 6 (Revenus immobiliers) situés dans cet autre Etat contractant,

(2) si le bénéficiare du gain, résident du premier Etat contractant, a dans cet autre Etat contractant une base fixe ou un établissement stable auquel se rattache effectivement le bien générateur du gain, ou

(3) si le bénéficiare du gain est une personne physique résidente du premier Etat contractant et séjourne dans cet autre Etat contractant pendant une période ou des périodes atteignant au total au moins 183 jours au cours de la période imposable.

Lorsque, dans le cas prévu au paragraphe (2), le bien se rattache effectivement à un établissement stable, les dispositions de l'article 7 (Bénéfices des entreprises) sont applicables.

ARTICLE 14

PROFESSIONS LIBERALES

(1) Les revenus qu'une personne physique résidente d'un Etat contractant tire de l'exercice d'une profession libérale peuvent être imposés par cet Etat contractant. Sous réserve des dispositions du paragraphe (2), ces revenus sont exemptés d'impôt par l'autre Etat contractant.

(2) Les revenus qu'une personne physique résidente d'un Etat contractant tire de l'exercise d'une profession libérale dans l'autre Etat contractant peuvent être imposés par cet autre Etat contractant, si.

(a) cette personne séjourne dans cet autre Etat contractant pendant une période ou des périodes atteignant au total au moins 183 jours au cours de la période imposable,

(b) cette personne dispose dans cet autre Etat contractant d'une base fixe pendant une période ou des périodes atteignant au total au moins 183 jours au cours de la période imposable et que les revenus soient imputables à ladite base fixe, ou

(c) cette personne obtient lesdits revenus en qualité de professionnel du spectacle tel qu'un artiste de théâtre, de cinéma ou de la télévision, un musicien ou un athlète, à

moins que cette personne physique ne séjourne dans cet autre Etat contractant pendant une période ou des périodes n'excédant pas au total 90 jours au cours de la période imposable et que lesdits revenus ne dépassent pas au total, au cours de la période imposable, 3.000 dollars ou la contre-valeur de ce momtant en francs belges.

ARTICLE 15

PROFESSIONS DEPENDANTES

(1) Les salaires, traitements et rémunérations similaires qu'une personne physique résidente d'un Etat contractant tire du travail ou des services personnels qu'elle accomplit dans le cadre d'un emploi salarié, y compris les revenus tirés de services accomplis par un membre du personnel dirigeant d'une société, peuvent être imposés par cet Etat contractant. Sous réserve des dispositions du paragraphe (2) et des articles 20 (Professeurs) et 21 (Etudiants et stagiaires), les rémunérations qui sont tirées du travail ou des services personnels accomplis dans l'autre Etat contractant peuvent également être imposés par cet autre Etat contractant.

(2) Les rémunérations visées au paragraphe (1) qui sont perçues par une personne physique résidente d'un Etat contractant sont exemptées d'impôt par l'autre Etat contractant si.

(a) cette personne séjourne dans cet autre Etat contractant pendant une période ou des périodes atteignant au total moins de 183 jours au cours de la période imposable,

(b) cette personne est employée par un résident du premier Etat contractant ou par un établissement stable situé dans le premier Etat contractant, et

(c) la charge des rémunérations n'est pas supportée comme telle par un établissement stable que l'employeur a dans l'autre Etat contractant.

(3) Nonobstant les dispositions des paragraphes (1) et (2), les rémunérations tirées par une personne physique du travail ou des services personnels qu'elle accomplit dans le cadre d'un emploi salarié, à bord de navires ou d'aéronefs immatriculés dans un Etat contractant et exploités en trafic international par un résident de cet Etat contractant, sont exemptées d'impôt par l'autre Etat contractant si cette personne est un membre de l'équipage régulier du navire ou de l'aéronef.

ARTICLE 16

TANTIEMES

Nonobstant les dispositions des articles 14 (Professions libérales) et 15 (Professions dépendantes), les tantièmes qu'une personne physique résidente d'un Etat contractant reçoit en sa qualité de membre du conseil d'administration ou de surveillance d'une société de l'autre Etat contractant (à l'exclusion des rémunérations fixes ou variables

reçues en sa qualité de membre du personnel dirigeant ou d'employé) et qui ne sont pas déductibles au titre de charges professionnelles dans le chef de la société mais sont traités dans cet autre Etat contractant comme des bénéfices distribués, peuvent être imposés par cet Etat contractant.

ARTICLE 17

PRESTATIONS DE SECURITE SOCIALE

Les prestations de sécurité sociale et les pensions similaires versées par un Etat contractant ou par un de ses établissements publics soit directement, soit par prélèvement sur des fonds qu'ils ont constitués, à une personne physique résidente de l'autre Etat contractant, ne sont imposables que dans le premier Etat contractant.

ARTICLE 18

PENSIONS ET RENTES PRIVEES

(1) Sous réserve des dispositions des articles 17 (Prestations de sécurité sociale) et 19 (Fonctions publiques), les pensions et autres rémunérations similaires, versées à une personne physique résidente d'un Etat contractant au titre d'un emploi antérieur, ne sont imposables que dans cet Etat contractant.

(2) Les rentes alimentaires versées en cas de divorce et les rentes payées à une personne physique résidente d'un Etat contractant ne sont imposables que dans cet Etat contractant.

(3) L'expression « pensions et autres rémunérations similaires » employée dans le présent article désigne les paiements périodiques effectués aprēs la retraite ou le décēs en raison d'un emploi antérieur ou à titre de compensation de dommages subis dans le cadre de cet emploi antérieur.

(4) L'expression « rente » employée dans le présent article désigne une somme determinée payée périodiquement à échéances fixes pendant la vie ou durant un nombre d'années déterminé, en vertu d'un engagement d'effectuer les paiements en échange d'une pleine et adéqutte conarevaleur (autre que pour des services rendus)

ARTICLE 19

FONCTIONS PUBLIQUES

(1) Nonobstant les dispositions des articles 15 (Professions dépendantes), 17 (Prestations de sécurité sociale) et 18 (Pensions et rentes privées), les salaires, traitements et rémunérations similaires y compris les pensions et allocations similaires, versés part un Etat contractant ou par une de ses subdivisions politiques ou collectivités locales, soit directement soit par prélèvement sur des fonds qu' ils ont constitués, au titre de services rendus à cet Etat contractant ou à l'une de ses subdivisions politiques ou collectivités locales dans l'exercise de fonctions publiques,

(a) à un ressortissant de cet Etat contractant ou

(b) à un ressortissant d'un Etat autre qu'un Etat contractant, qui se rend dans l'autre Etat contractant spécialement dans le but d'y occuper un emploi au service du premier Etat ou de l'une de ses subdivisions politiques ou collectivités locales,

sont exemptés d'impôt par cet autre Etat contractant.

(2) Les dispositions des articles 15 (Professions dépendantes), 17 (Prestations de sécurité sociale) et 18 (Pensions et rentes privées) s'appliquent aux salaires, traitements et pensions versés au titre de services rendus dans le cadre d'une activité commerciale ou industrielle exercée par le premier Etat ou par l'une de ses subdivisions politiques ou collectivités locales.

ARTICLE 20

PROFESSEURS

(1) Une personne physique qui est un résident d'un Etat contractant au début de son séjour temporaire dans l'autre Etat contractant et qui, à l'invitation soit du Gouvernement de cet autre Etat contractant, soit d'une université ou d'un autre établissement d'enseignement officiellement reconnu dans cet autre Etat contractant, séjourne temporairement dans cet autre Etat contractant principalement dans le but d'enseigner ou de se livrer à des travaux de recherche, ou dans l'un et l'autre de ces buts, dans une université ou dans un autre établissement d'enseignement officiellement reconnu, est exemptée d'impôt par cet autre Etat contractant, pendant une période n'excédant pas deux années à compter de la date de son arrivée dans ledit Etat contractant, sur ses revenus qui proviennent de services personnels accomplis aux fins d'enseignement ou de recherche dans cette université ou dans cet établissement d'enseignement.

(2) Le présent article n'est pas applicable aux revenus provenant de travaux de recherche si ces travaux sont entrepris non dans l'intérêt général mais principalement au profit personnel d'une ou plusieurs personnes déterminées.

ARTICLE 21

ETUDIANTS ET STAGIAIRES

(1) (a) Une personne physique est un résident d'un Etat contractant au début de son séjour temporaire dans l'autre Etat contractant et qui séjourne temporairement dans cet autre Etat contractant dans le but principal

(i) d'étudier dans une université ou dans un autre établissement d'enseignement officiellement reconnu situé cet dans Etat contractant, ou

(ii) d'effectuer un stage destiné à lui donner la formation nécessaire à l'exercice d'une profession ou d'une spécialité professionnelle, ou

(iii) d'étudier ou de s'adonner à la recherche en tant que bénéficiaire d'une bourse, d'une allocation ou d'un prix reçu d'un établissement à caractère gouvernemental, religieux, philanthropique, scientifique, littéraire ou éducatif,

est exemptée d'impôt par cet autre Etat contractant, pour un maximum de cinq périodes imposables à compter de la date de son arrivée dans cet autre Etat contractant, à raison des sommes visées au sous-paragraphe (b)

(b) Les sommes auxquelles se réfère le sous-paragraphe (a) sont constituées par·

(i) les subsides reçus de l'étranger en vue de l'entretien, de l'éducation, des études, des recherches ou de la formation du bénéficiare,

(ii) la bourse, l'allocation ou le prix; et

(iii) les revenus provenant de services personnels accomplis dans cet autre Etat contractant et n'excédant pas au cours d'une période imposable, un montant de 2.000 dollars ou son équivalent en francs belges.

(2) Une personne physique qui est un résident d'un Etat contractant au début de son séjour temporaire dans l'autre Etat contractant et qui séjourne temporairement dans cet autre Etat contractant en qualité d'employé d'un résident du premier Etat ou en exécution d'un contrat avec ledit résident, dans le but principal

(a) d'acquérir une expérience technique, professionnelle ou commerciale auprès d'une personne autre que ledit résident du premier Etat contractant ou autre qu'une personne liée audit résident, ou

(b) d'étudier dans une université ou dans un autre établissement d'enseignement officiellement reconnu situé dans cet autre Etat contractant,

est exemptée d'impôt par cet autre Etat contractant, pendant une période de douze mois consécutifs, à raison de ses revenus provenant de services personnels et n'excédant pas au total 5.000 dollars ou leur équivalent en francs belges.

(3) Une personne physique qui est un résident d'un Etat contractant au début de son séjour temporaire dans l'autre Etat contractant et qui séjourne temporairement dans cet autre Etat contractant, pendant une période n'excédant pas une année, pour participer à un programme patronné par le Gouvernement de cet autre Etat contractant, dans le but principal d'acquerir une formation, de s'adonner à la recherche ou de poursuivre des études, est exemptée d'impôt par cet autre Etat contractant à raison de ses revenus provenant de services personnels accomplis dans cet autre Etat contractant dans le cadre de cette formation, de cette recherche ou de ces études et n'excédant pas au total 10.000 dollars ou leur équivalent en francs belges.

(4) Les avantages prévus par l'article 20 (Professeurs) et par le paragraphe (1) du présent article sont limités à la période de

temps qui est raisonnablement ou habituellement requise pour réaliser l'objet du séjour, mais une personne physique ne peut en aucun cas bénéficier de ces avantages pendant plus de cinq périodes imposables à compter de la date de son arrivée.

ARTICLE 22

REVENUS NON EXPRESSEMENT MENTIONNES

Les éléments du revenu d'un résident d'un Etat contractant qui ne ne sont pas expressément mentionnés dans les articles précédents de la présente Convention ne sont imposables que dans cet Etat contractant, étant entendu que s'il provient de sources situées dans l'autre Etat contractant, ledit revenu peut aussi être imposé par cet autre Etat contractant.

ARTICLE 23

PREVENTION DE LA DOUBLE IMPOSITION

(1) Nonobstant toute autre disposition de la présente Convention, un Etat contractant peut imposer ses ressortissants et ses résidents au sens de l'article 4 (Domicile fiscal) comme si la présente Convention n'existait pas, étant cependant entendu que.
   (a) la présente disposition n'affecte pas les avantages accordés par un Etat contractant en vertu du présent article et des articles 17 (Prestations de sécurité sociale), 24 (Non-discrimination) et 25 (Procédure amiable),
   (b) la présente disposition n'affecte pas les avantages accordés par un Etat contractant en vertu des articles 19 (Fonctions publiques), 20 (Professeurs) et 21 (Etudiants et stagiaires) à des personnes physiques qui ne sont pas ressortissants de cet Etat contractant et qui n'y ont pas le statut d'immigrant.

(2) Sous réserve des dispositions de la législation des Etats-Unis applicable pour la période imposable concernée, les Etats-Unis accordent aux ressortissants ou résidents des Etats-Unis le droit d'imputer sur l'impôt des Etats-Unis le montant approprié d'impôt belge, ce montant approprié est basé sur le montant de l'impôt payé en Belgique mais ne peut excéder le montant de l'impôt des Etats-Unis afférent aux revenus provenant de sources situées en Belgique. Pour l'application de l'imputation aux Etats-Unis au titre de l'impôt belge, un revenu qui a été imposé en Belgique conformément aux articles 6 à 21 est considéré comme provenant de sources situées en Belgique.

(3) En ce qui concerne les revenus provenant de sources situées aux Etats-Unis, il est remédié à la double imposition en Belgique de la manière suivante.
   (a) Lorsqu'un résident de la Belgique reçoit des revenus qui ont été imposés aux Etats-Unis conformément aux articles 6 à 21 et auxquels les dispositions des sous-paragraphes (b) à (d) ne sont pas applicables, la Belgique exempte de l'impôt ces revenus mais elle peut, pour calculer le montant des impôts

sur le reste du revenu de ce résident, appliquer le même taux que si les revenus en question n'avaient pas été exemptés.

(b) Lorsqu'un résident de la Belgique reçoit des dividendes soumis au régime prévu à l'article 10, paragraphe (2) (Dividendes) et qui ne sont pas exemptés en vertu du sous-paragraphe (d) ci-après, des intérêts soumis au régime prévu à l'article 11, paragraphe (2) ou (8) (Intérêts) ou des redevances soumises au régime prévu à l'article 12, paragraphe (5) (Redevances), la Belgique accorde sur l'impôt dont elle frappe lesdits revenus une déduction tenant compte de l'impôt payé aux Etats-Unis. Cette déduction est opérée sur l'impôt afférent au montant net des dividendes de sociétés américaines ainsi que des intérêts et redevances qui ont leur source aux Etats-Unis et qui y ont été imposés; la déduction correspond à la quotité forfaitaire d'impôt étranger prévue par la législation belge actuellement en vigueur, compte tenu de toute modification ultérieure n'en affectant pas le principe.

(c) Lorsqu'un résident de la Belgique reçoit des revenus auxquels s'appliquent les dispositions de l'article 22 (Revenus non expressément mentionnés) et qui ont été imposés aux Etats-Unis, le montant de l'impôt belge correspondant proportionnellement à ces revenus ne peut excéder celui qui serait perçu en vertu de la législation belge si lesdits revenus étaient imposables au titre de revenus professionnels réalisés et imposés à l'étranger.

(d) Lorsqu'une société belge a la propriété d'actions ou parts d'une société américaine qui est soumise à l'impôt des Etats-Unis en raison de ses bénéfices, les dividendes qui lui sont attribués par cette dernière société et qui sont imposables aux Etats-Unis conformément aux dispositions de l'article 10, paragraphe (2) (Dividendes), sont exemptés de l'impôt des sociétés en Belgique dans la mesure où cette exemption serait accordée s'il s'agissait de deux sociétés belges, cette disposition n'exclut pas le prélèvement sur ces dividendes du précompte mobilier exigible suivant la législation belge.

(e) Une société belge qui a eu, pendant toute la durée de l'exercice social d'une société américaine soumise à l'impôt des Etats-Unis en raison de ses bénéfices, la propriété exclusive d'actions ou parts de cette dernière société est aussi exemptée du précompte mobilier exigible, suivant la législation belge, sur les dividendes de ces actions ou parts à la condition d'en faire da demande par écrit au plus tard dans le délai prescrit pour la remise de sa déclaration annuelle; lors de la redistribution à ses propres actionnaires des dividendes ainsi exemptés, ceux-ci ne peuvent être déduits des dividendes distrivués par cette société et qui sont passibles du précompte mobilier. Le présent sous-paragraphe n'est pas applicable lorsque la société belge a opté pour l'assujettissement de ses bénéfices à l'impôt des

personnes physiques. Toutefois, l'application de ce sous-paragraphe sera limitée aux dividendes attribués par une société américaine à une société belge qui contrôle au moins 10 pour cent des droits de vote dans la première société, dans l'eventualité où, pour l'octroi de l'exemption visée au sous-paragraphe (d), une limitation similaire serait prévue par la législation belge en ce qui concerne les dividendes distribués par des sociétés belges.

(f) Lorsqu'une personne physique qui est un résident de la Belgique et un ressortissant des Etats-Unis reçoit des revenus de sources situées aux Etats-Unis qui ne sont ni exemptés d'impôt belge en vertu du sous-paragraphe (a) ni visés par le sous-paragraphe (c), le montant de l'impôt belge des personnes physiques afférent proportionnellement à ces revenus ne peut excéder·

(i) s'il s'agit de dividendes, intérêts et redevances, un montant qui, après imputation éventuelle de la quotité forfaitaire d'impôt étranger, correspond à 20 pour cent de ces revenus;

(ii) s'il s'agit d'autres revenus, le montant qui serait perçu en vertu de la législation belge si lesdits revenus étaient imposables au titre de revenus professionnels réalisés et imposés à l'étranger.

(g) Lorsque, conformément à la législation belge, des pertes subies par un résident de la Belgique dans un établissement stable situé aux Etats-Unis ont été effectivement déduites des bénéfices de ce résident pour son imposition en Belgique, l'exemption prévue au sous-paragraphe (a) ne s'applique pas en Belgique aux bénéfices d'autres périodes imposables qui sont imputables à cet établissement, dans la mesure où ces bénéfices ont aussi été réduits pour l'application de l'impôt des Etats-Unis en raison de leur compensation avec lesdites pertes.

(4) Quand une société est considérée comme une société américaine pour l'application de l'impôt américain et comme une société belge pour l'application de l'impôt belge, il est remédié à la double imposition conformément aux principes énoncés aux paragraphes (2) et (3).

ARTICLE 24

NON-DISCRIMINATION

(1) Un ressortissant d'un Etat contractant qui est un résident de l'autre Etat contractant n'est pas soumis dans cet autre Etat contractant à des impôts plus lourds que ceux que supporte un ressortissant de cet autre Etat contractant qui en est un résident.

(2) Un établissement stable qu'un résident d'un Etat contractant a dans l'autre Etat contractant n'est pas soumis dans cet autre Etat contractant à des impôts plus lourds que ceux que supporte

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un résident de cet autre Etat contractant exerçant la même activité. Ce paragraphe ne peut être interprété comme obligeant un Etat contractant à accorder à des personnes physiques qui sont des résidents de l'autre Etat contractant les déductions personnelles, abattements et réductions en fonction de la situation ou des charges de famille qu'il accorde *o* ses propres résidents personnes physiques.

(3) Une société d'un Etat contractant, dont le capital est en totalité ou en partie, directement ou indirectement, détenu ou contrôlé par un ou plusieurs résidents de l'autre Etat contractant, n'est soumise dans le premier Etat contractant à aucume imposition ou obligation y relative, qui est autre ou plus lourde que celle à laquelle est ou peut être assujettie une société du premier Etat contractant exerçant la même activité et dont le capital est en totalité détenu ou contrôlé par un ou plusieurs résidents du premier Etat contractant.

(4) Les dispositions du présent article s'appliquent aux impôts de toute nature perçus soit au niveau national, soit au niveau des Etats membres ou des collectivités locales.

(5) Les dispositions du paragraphe (2) ne peuvent être interprétées comme empêchant la Belgique d'imposer globalement les bénéfices imputables à l'établissement stable dont dispose en Belgique une société américaine ou une autre entité, qui est un résident des Etats-Unis, à un taux qui—avant application des centimes additionnels mentionnés à l'article 2, paragraphe (1) (b) (vi)—n'excède pas le taux le plus élevé auquel peuvent être imposés les bénéfices d'une société belge.

(a) Toutefois, aussi longtemps que la Belgique impose les bénéfices distribués d'une société belge à un taux inférieur audit taux le plus élevé, l'impôt belge afférent à la fraction des bénéfices de l'établissement stable qui est censée distribur sera calculé à un taux qui—avant application des centimes additionnels mentionnés à l'article 2, paragraphe (1) (b) (vi)—n'excède pas le taux le plus élevé auquel peuvent être imposés les bénèfices distribués d'une société belge.

(b) Pour l'application du présent paragraphe, l'établissement stable situé en Belgique est censé distribuer une fraction de ses bénéfices égale à la fraction de son bénéfice total qui est distribuée par ledit résident.

ARTICLE 25
PROCEDURE AMIABLE

(1) Lorsqu'un résident d'un Etat contractant estime que les mesures prises par un Etat contractant ou par les deux Etats contractants entraînent ou entraîneront pour lui une imposition non conforme à la présente Convention, il peut, indépendamment des recours prévus par la législation nationale des Etats contractants,

soumettre son cas à l'autorité compétente de l'Etat contractant dont il est résident, dans un délai de deux ans à compter de la notification (ou de la perception à la source) de l'impôt établi ou perçu en dernier lieu. Si la demande du résident est considérée comme fondée par l'autorité compétente de l'Etat contractant à qui elle a été adressée, cette autorité compétente s'efforce de parvenir à un accord avec l'autorité compétente de l'autre Etat contractant en vue d'éviter une imposition contraire aux dispositions de la présente Convention.

(2) Les autorités compétentes des Etats contractants s'efforcent, par voie d'accord amiable, de résoudre les difficultés ou de dissiper les doutes auxquels peut donner lieu l'application de la présente Convention. Les autorités compétentes peuvent s'entendre en particulier·

(a) pour parvenir à une imputation identique des bénéfices industriels ou commerciaux revenant à un résident d'un Etat contractant et à son établissement stable situé dans l'autre Etat contractant,

(b) pour parvenir à une attribution identique des revenus, charges, imputations ou déductions revenant à un résident d'un Etat contractant et à toute personne à laquelle il est lié;

(c) pour parvenir à une détermination identique de la source de certains éléments du revenu, ou

(d) pour établir une définition commune des termes employés dans la présente Convention.

(3) Les autorités compétentes des Etats contractants peuvent communiquer directement entre elles en vue de parvenir à un accord comme il est indiqué au présent article. Lorsque cela leur semble opportun pour parvenir à un accord, les autorités compétentes peuvent se rencontrer aux fins d'échanges de vues oraux.

(4) Lorsque les autorités compétentes parviennent à un tel accord, les Etats contractants revisent les impositions et octroient le remboursement ou l'imputation des impôts conformément à cet accord.

ARTICLE 26

ECHANGE DE RENSEIGNEMENTS

(1) Les autorités compétentes des Etats contractants échangent les renseignements nécessaires pour l'application des dispositions de la présente Convention ou pour la prévention de la fraude ou de l'évasion fiscale en ce qui concerne les impôts qui font l'objet de cette Convention. Tout renseignement ainsi échangé doit être tenu secret et ne peut être communiqué qu'aux personnes (y compris les tribunaux et les organismes administratifs) chargées de l'établissement, de la perception ou du recouvrement des impôts qui font l'objet de la présente Convention ainsi que des poursuites y afférentes.

(2) Les dispositions du paragraphe (1) ne peuvent en aucun cas être interprétées comme imposant à l'un des Etats contractants l'obligation.

(a) de prendre des dispositions administratives dérogeant à sa propre législation ou à sa pratique administrative ou à celles de l'autre Etat contractant,

(b) de fournir des renseignements qui ne pourraient être obtenus sur la base de sa propre législation ou dans le cadre de sa pratique administrative normale ou de celles de l'autre Etat contractant, ou

(c) de transmettre des renseignements qui révéleraient un secret commercial, industriel, professionnel ou un procédé commercial ou des renseignements dont la communication serait contraire à l'ordre public.

(3) L'échange de renseignements sera effectué soit d'office, soit sur demande en ce qui concerne des cas concrets. Les autorités compétentes des Etats contractants peuvent établir d'un commun accord la liste des renseignements qui seront communiqués d'office.

ARTICLE 27

ASSISTANCE AU RECOUVREMENT

(1) Chacun des Etats contractants s'efforce de recouvrer pour le compte de l'autre Etat contractant tout impôt établi par cet autre Etat contractant et dont la perception est nécessaire pour que le bénéfice de l'exemption ou de la réduction du taux d'impôt accordée, en vertu de la présente Convention, par cet autre Etat contractant, ne soit pas obtenu par des personnes qui n'y ont pas droit.

(2) Le présent article ne peut en aucun cas être interprété comme imposant à un Etat contractant l'obligation d'appliquer des mesures administratives non conformes aux règlements et pratiques de l'un ou de l'autre Etat contractant ou qui seraient contraires á la souveraineté, à la sécurité ou à l'ordre public du premier Etat contractant.

ARTICLE 28

DIVERS

(1) Les dispositions de la présente Convention ne portent pas atteinte aux privilèges fiscaux dont bénéficient les fonctionnaires diplomatiques ou consulaires en vertu soit des règles générales du droit des gens, soit des dispositions d'accords particuliers.

(2) Les dispositions de la présente Convention ne peuvent être interprétées comme restreignant d'une manière quelconque les exemptions, abattements, déductions, imputations ou autres avantages qui sont ou seront accordés:

(a) par la législation d'un Etat contractant pour la détermination de l'impôt établi par cet Etat contractant, ou

(b) par toute autre convention entre les Etats contractants.

(3) Les autorités compétentes des deux Etats contractants peuvent communiquer directement entre elles pour l'application des dispositions de la présente Convention.

ARTICLE 29

EXTENSION TERRITORIALE

(1) A tout moment pendant que la présente Convention demeurera en vigueur, les Etats-Unis pourront, par une notification écrite transmise à la Belgique par la voie diplomatique, manifester leur désir d'étendre l'application de la présente Convention, en tout ou en partie ou avec les modifications jugées spécialement nécessaires au cas particulier, à tout ou partie des territoires (auxquels la présente Convention ne s'applique pas autrement) dont ils assument les relations internationales et qui perçoivent des impôts d'un caractère analogue en substance à ceux qui font l'objet de la présente Convention. Lorsque la Belgique aura, par une communication écrite transmise par la voie diplomatique, signifié aux Etats-Unis l'acceptation de cette notification pour ce ou ces territoires et que la notification et la communication auront été ratifiées et les instruments de ratification échangés, la présente Convention sera applicable à ce ou ces territoires, en tout ou en partie ou avec les modifications jugées spécialement nécessaires au cas particulier, comme spécifié dans la notification, et elle produira ses effets à partir de la date ou des dates y spécifiées.

(2) A tout moment après la date d'entrée en vigueur d'une extension prévue au paragraphe (1), chacun des Etats contractants pourra, moyennant un préavis de six mois donné à l'autre Etat contractant par la voie diplomatique, mettre fin à l'application de la présente Convention à l'un quelconque des territoires auxquels elle aura été étendue en vertu du paragraphe (1), dans cette éventualité, la présente Convention cessera de produire ses effects en ce qui concerne les territoires mentionnés dans le préavis, à partir du 1er janvier suivant l'expiration du délai de six mois, sans toutefois qu'en soit affectée l'application de la Convention aux Etats-Unis, àla Belgique ou à tout autre territoire auquel elle aura été étendue envertu du paragraphe (1).

(3) Pour l'application de la présente Convention à un territoire auquel elle a été étendue par suite d'une notification des Etats-Unis, le terme « Etats-Unis » sera censé comprendre ledit territoire.

(4) A moins que les deux Etats contractants n'en soient convenus autrement, lorsque la Convention sera dénoncée soit par les Etats-Unis, soit par la Belgique conformément à l'article 31 (Dénonciation elle cessera de s'appliquer à tout territoire auquel elle aur été étendue en vertu du présent article.

ARTICLE 30

ENTREE EN VIGUEUR

(1) La présente Convention sera ratifiée et les instruments de ratification seront échangés à Washington aussitôt que possible. Elle entrera en vigueur un mois après la date de l'échange des instruments de ratification. Les dispositions de la présente Convention s'appliqueront pour la première fois en ce qui concerne les revenus d'années civiles ou de périodes imposables commençant (ou dans le cas d'impôts dus à la source, en ce qui concerne les paiements effectués) à partir du 1er janvier 1971.

(2) En ce qui concerne les relations entre les Etats-Unis et la Belgique, la Convention conclue entre la Belgique et les Etats-Unis pour éviter la double imposition et empêcher l'évasion fiscale en matière d'impôts sur le revenu, signée à Washington le 28 octobre 1948, telle qu'elle a été modifiée et complétée par les conventions complémentaires signées à Washington le 9 septembre 1952 et le 22 août 1957 et par le Protocole signé à Bruxelles le 21 mai 1965, prendra fin et cessera de produire ses effets en ce qui concerne tout revenu auquel la présente Convention s'applique conformément au paragraphe (1) du présent article.

ARTICLE 31

DENONCIATION

(1) La présente Convention demeurera en vigueur aussi longtemps qu'elle n'aura pas été dénoncée par l'un des Etats contractants. Chacun des Etats contractants pourra dénoncer la Convention à tout moment après l'expiration d'un délai de cinq ans à compter de la date de son entrée en vigueur, moyennant un préavis de six mois donné par la voie diplomatique. Dans cette éventualité, la Convention cessera de produire ses effets en ce qui concerne les revenus d'années civiles ou de périodes imposables commençant (ou dans le cas d'impôts dus à la source, en ce qui concerne les paiements effectués) à partir du 1er janvier suivant l'expiration du délai de six mois.

(2) Nonobstant les dispositions du paragraphe (1) et moyennant notification préalable donnée par la voie diplomatique, les dispositions de l'article 17 (Prestations de sécurité sociale) peuvent être dénoncées par l'un ou l'autre Etat contractant à tout moment après l'entrée en vigueur de la présente Convention.

OVEREENKOMST

TUSSEN DE VERENIGDE STATEN VAN AMERIKA EN HET KONINKRIJK BELGIE TOT HET VERMIJDEN VAN DUBBELE BELASTING EN VAN HET ONTGAAN VAN BELASTING INZAKE BELASTINGEN NAAR HET INKOMEN

DE REGERING VAN DE VERENIGDE STATEN VAN AMERIKA

en

DE REGERING VAN HET KONINKRIJK BELGIE

De wens koesterende een overeenkomst te sluiten tot het vermijden van dubbele belasting en van het ontgaan van belasting inzake belastingen naar het inkomen,

Zijn over de volgende artikelen overeengekomen.

ARTIKEL 1

PERSONEN OP WIE DE OVEREENKOMST VAN TOEPASSING IS

Deze Overeenkomst is in 't algemeen van toepassing op personen die verblijfhouders zijn van een Overeenkomstsluitende Staat of van beide Overeenkomstsluitende Staten.

ARTIKEL 2

BELASTINGEN WAAROP DE OVEREENKOMST VAN TOEPASSING IS

(1) De belastingen welke het onderwerp van deze Overeenkomst vormen zijn.
   (a) Met betrekking tot de Verenigde Staten, de inkomstenbelastingen van de Federatie geheven volgens de Internal Revenue Code, hierna te noemen « belasting van de Verenigde Staten », en
   (b) Met betrekking tot België.
      (i) de personenbelasting;
      (ii) de vennootschapsbelasting;
      (iii) de rechtspersonenbelasting;
      (iv) de belasting der niet-verblijfhouders;
      (v) de voorheffingen en aanvullende voorheffingen, en

(vi) de opcentiemen op elk van de onder (i) tot (v) hierboven vermelde belastingen alsmede de aanvullende gemeentebelasting op de personenbelasting,

hierna te noemen «Belgische belasting».

(2) Deze Overeenkomst zal ook van toepassing zijn op elke gelijke of in wezen gelijksoortige belasting, die naast of in de plaats van de bestaande belastingen wordt geheven na de dagtekening van de ondertekening van deze Overeenkomst.

(3) De bevoegde autoriteiten van de Overeenkomstsluitende Staten zullen elkaar de wijzigingen in hun belastingwetten volgens welke de in paragraaf (1) vermelde belastingen worden geheven en de invoering van beslastigen als bedoeld zijn in paragraaf (2) mededelen door elkaar ten minste eenmaal 's jaars de tekst van de wijzigingen of de nieuwe bepalingen toe te zenden.

(4) De bevoegde autoriteiten van de Overeenkomstsluitende Staten zullen elkaar de bekendmakingen door hun onderscheiden Overeenkomstsluitende Staat van reglementen, onderrichtingen of rechterlijke beslissingen in verband met de toepassing van deze Overeenkomst mededelen door elkaar ten minste eenmaal 's jaars de tekst daarvan toe te zenden.

Artikel 3

ALGEMENE BEGRIPSBEPALINGEN

(1) In deze Overeenkomst, tenzij het zinsverband anders vereist.

(a) (i) Betekent de uitdrukking «Verenigde Staten» de Verenigde Staten van Amerika, en

(ii) Wanneer zij in aardrijkskundig verband wordt gebezigd, betekent de uitdrukking «Verenigde Staten» de Staten en het District Columbia. Deze uitdrukking omvat ook (A) de territoriale zee en (B) de zeebodem en de ondergrond van de onderzeese gebieden grenzend aan de territoriale zee, waarover de Verenigde Staten overeenkomstig het volkenrecht soevereine rechten van onderzoek en ontginning van de natuurlijke rijkdommen uitoefenen, maar slechts voor zover de persoon, het goed of de werkzaamheden waarop de Overeenkomst moet worden toegepast betrokken zijn bij zodanig onderzoek of ontginning.

(b) (i) Betekent de uitdrukking «België» het Koninkrijk België; en

(ii) Wanneer zij in aardrijkskundig verband wordt gebezigd, betekent de uitdrukking «België» het grondgebied van België. Deze uitdrukking omvat ook (A) de territoriale zee en (B) de zeebodem en de ondergrond van de onderzeese gebieden grenzend aan de territoriale zee, waarover België overeenkomstig het volkenrecht soevereine rechten van onderzoek en ontginning van de natuurlijke rijkdommen uitoefent, maar slechts voor zover de persoon, het goed

of de werkzaamheden waarop de Overeenkomst moet worden toegepast betrokken zijn bij zodanig onderzoek of ontginning.

(c) Betekent de uitdrukking «een Overeenkomstsluitende Staat» of «de andere Overeenkomstsluitende Staat» de Verenigde Staten of België, al naar het zinsverband vereist.

(d) Betekent de uitdrukking «persoon» een natuurlijke persoon, een deelgenootschap, een vennootschap, een nalatenschap, een trust of enige andere vereniging van personen.

(e) (i) Betekent de uitdrukking «Amerikaanse vennootschap» of «vennootschap van de Verenigde Staten» een vennootschap opgericht naar het recht van de Verenigde Staten of van een Staat of van het District Columbia of enig lichaam zonder rechtspersoonlijkheid dat voor de toepassing van de belasting van de Verenigde Staten als een Amerikaanse vennootschap wordt behandeld, mits die vennootschap of dat lichaam geen Belgische vennootschap is voor de toepassing van de Belgische belasting; en

(ii) Betekent de uitdrukking «Belgische vennootschap» of «vennootschap van België» elk lichaam dat volgens de Belgische belastingwetgeving (A) een rechtspersoon is of als zodanig wordt behandeld en (B) verblijfhouder is van België, mits dat lichaam geen Amerikaanse vennootschap is voor de toepassing van de belasting van de Verenigde Staten.

(f) Betekent de uitdrukking «bevoegde autoriteit»

(i) in de Verenigde Staten, de Secretaris van de Schatkist of zijn vertegenwoordiger, en

(ii) in België, de autoriteit die volgens de Belgische wetgeving bevoegd is.

(g) Betekent de uitdrukking «Staat» elke soevereine Staat, al dan niet zijnde een Overeenkomstsluitende Staat.

(2) Onder voorbehoud van artikel 25, paragraaf (2) (d) (Regeling voor onderling overleg) heeft, tenzij het zinsverband anders vereist, elke andere in deze Overeenkomst gebezigde uitdrukking die daarin niet is omschreven de betekenis welke die uitdrukkin heeft volgens de wetgeving van de Overeenkomstsluitende Staat wiens belasting moet worden vastgesteld.

Artikel 4

FISCALE WOONPLAATS

(1) In deze Overeenkomst.

(a) Betekent de uitdrukking «verblijfhouder van België»

(i) een Belgische vennootschap, en

(ii) elke persoon (niet zijnde een vennootschap) die als een verblijfhouder van België wordt beschouwd voor de toepassing van de Belgische belasting.

(b) Betekent de uitdrukking « verblijfhouder van de Verenigde Staten »
   (i) een Amerikaanse vennootschap, en
   (ii) elke persoon (behalve een vennootschap of enig ander lichaam dat voor de toepassing van de belasting van de Verenigde Staten als een vennootschap wordt behandeld) die verblijfhouder van de Verenigde Staten is voor de toepassing van de belasting van de Verenigde Staten, maar in het geval van een deelgenootschap, een nalatenschap of een trust slechts voor zover het door zulk een persoon verkregen inkomen aan de belasting van de Verenigde Staten onderworpen is als inkomen van een verblijfhouder.

(2) Indien een natuurlijke persoon ingevolge de bepaling van paragraaf (1) verblijfhouder van beide Overeenkomstsluitende Staten is, geldt het volgende.
   (a) Hij vordt geacht verblijfhouder te zijn van de Overeenkomstsluitende Staat waarin hij zijn duurzaam tehuis bezit. Indien hij in beide Overeenkomstsluitende Staten of in geen van beide een duurzaam tehuis bezit, wordt hij geacht verblijfhouder te zijn van de Overeenkomstsluitende Staat waarmede zijn persoonlijke en economische betrekkingen het nauwste zijn (middelpunt van de levensbelangen),
   (b) Indien niet kan worden bepaald in welke Overeenkomstsluitende Staat hij het middelpunt van zijn levensbelangen heeft, wordt hij geacht verblijfhouder te zijn van de Overeenkomstsluitende Staat waarin hij gewoonlijk verblijft;
   (c) Indien hij in beide Overeenkomstsluitende Staten of in geen van beide gewoonlijk verblijft, wordt hij geacht verblijfhouder te zijn van de Overeenkomstsluitende Staat waarvan hij onderdaan is; en
   (d) Indien hij onderdaan is van beide Overeenkomstsluitende Staten of van geen van beide, zullen de bevoegde autoriteiten van de Overeenkomstsluitende Staten de aangelegenheid in onderlinge overeenstemming regelen.

Voor de toepassing van deze paragraaf is een duurzaam tehuis de plaats waar een natuurlijke persoon met zijn gezin woont.

Artikel 5
VASTE INRICHTING

(1) Voor de toepassing van deze Overeenkomst betekent de uitdrukking « vaste inrichting » een vaste bedrijfsinrichting met behulp waarvan een verblijfhouder van een Overeenkomstsluitende Staat een nijverheids- of handelsbedrijf uitoefent.

(2) De uitdrukking « vaste bedrijfsinrichting » omvat in het bijzonder·
   (a) een zetel van leiding;
   (b) een filiaal;
   (c) een kantoor;
   (d) een fabriek;

(e) een werkplaats;
(f) een opslagplaats;
(g) een mijn, een steengroeve of enige andere plaats waar natuurlijke rijkdommen worden gewonnen,
(h) de uitvoering van een bouwwerk of van constructiewerkzaamheden waarvan de duur 12 maanden overschrijdt.

(3) Niettegenstaande de bepalingen van paragrafen (1) en (2) wordt een vaste inrichting niet aanwezig geacht indien een vaste bedrijfsinrichting slechts voor een of meer van de volgende doeleinden gebruikt wordt.
(a) gebruik van inrichtingen voor de opslag, uitstalling of aflevering van aan de verblijfhouder toebehorende goederen,
(b) aanhouden van een aan de verblijfhouder toebehorende goederenvoorraad voor de opslag, uitstalling of aflevering;
(c) aanhouden van een aan de verblijfhouder toebehorende goederenvoorraad voor de bewerking of verwerking door een andere persoon,
(d) aanhouden van een vaste bedrijfsinrichting om voor de verblijfhouder goederen aan te kopen of inlichtingen in te winnen,
(e) aanhouden van een vaste bedrijfsinrichting voor reclamedoeleinden, voor het geven van inlichtingen, voor wetenschappelijk onderzoek of voor soortgelijke werkzaamheden die voor de verblijfhouder van voorbereidende aard zijn of het karakter van hulpwerkzaamheden hebben, of
(f) uitvoering van een bouwwerk of van constructiewerkzaamheden waarvan de duur 12 maanden niet overschrijdt.

(4) Niettegenstaande de bepalingen van paragraaf (3) (a), (c) en (d), indien een verblijfhouder van een Overeenkomstsluitende Staat in de andere Overeenkomstsluitende Staat een vaste bedrijfsinrichting bezit en.
(a) goederen in de andere Overeenkomstsluitende Staat worden bewerkt of verwerkt (hetzij in de andere Overeenkomstsluitende Staat aangekocht of niet), of
(b) goederen in de andere Overeenkomstsluitende Staat worden aangekocht (en niet buiten de andere Overeenkomstsluitende Staat worden bewerkt of verwerkt),

wordt die verblijfhouder geacht in die andere Overeenkomstsluitende Staat een vaste inrichting te bezitten indien die goederen geheel of gedeeltelijk door of namens die oerblijfhouder worden verkocht voor gebruik, verbruik of verhandeling in die andere Overeenkomstsluitende Staat.

(5) Een persoon—niet zijnde een onafhankelijke vertegenwoordiger in de zin van paragraaf (6)—die in een Overeenkomstsluitende Staat voor een verblijfhouder van de andere Overeenkomstsluitende Staat werkzaam is, wordt als een in de eerstbedoelde Staat aanwezige vaste inrichting beschouwd, indien hij in die Staat een machtiging bezit om namens die verblijfhouder overeen-

komsten af te sluiten en dit recht aldaar gewoonlijk uitoefent, tenzij de uitoefening van dat recht beperkt blijft tot de aankoop van goederen voor die verblijfhouder.

(6) Een verblijfhouder van een Overeenkomstsluitende Staat wordt niet geacht een vaste inrichting in de andere Overeenkomstsluitende Staat te bezitten op grond van de enkele omstandigheid dat hij aldaar een nijverheids- of handelsbedrijf uitoefent door middel van een makelaar, een algemeen commissionair of enige andere onafhankelijke vertegenwoordiger, op voorwaarde dat die makelaar, commissionair of vertegenwoordiger in de normale uitoefening van zijn bedrijf handelt. Deze paragraaf is niet van toepassing op een makelaar, commissionair of vertegenwoordiger die namens een verzekeringsmaatschappij handelt en een machtiging bezit, en dit recht gewoonlijk uitoefent, om namens die maatschappij overeenkomsten af te sluiten.

(7) De omstandigheid dat een verblijfhouder van een Overeenkomstsluitende Staat verbonden is met een verblijfhouder van de andere Overeenkomstsluitende Staat of met een persoon die in die andere Overeenkomstsluitende Staat een nijverheids- of handelsbedrijf uitoefent (hetzij met behulp van een vaste inrichting hetzij op andre wijze) wordt niet in aanmerking genomen om te bepalen of die verblijfhouder van de eerstgenoemde Overeenkomstsluitende Staat een vaste inrichting in die andere Overeenkomstsluitende Staat bezit.

(8) De regelen van paragrafen (1) tot (7) zijn van toepassing om te bepalen of een vaste inrichting aanwezig is in een andere Staat dan een Overeenkomstsluitende Staat dan wel of een andere persoon dan een verblijfhouder van een Overeenkomstsluitende Staat een vaste inrichting in een Overeenkomstsluitende Staat bezit.

Artikel 6

INKOMSTEN UIT ONROERENDE GOEDEREN

(1) Inkomsten uit onroerende goederen, daaronder begrepen vergoedingen ter zake van de exploitatie van mijnen, steengroeven of andere natuurlijke rijkdommen zomede winsten uit de verkoop, de ruiling of enige andere vorm van vervreemding van zulke goederen of van rechten die zulke vergoedingen opleveren, mogen worden belast door de Overeenkomstsluitende Staat waarin die onroerende goederen, mijnen, steengroeven of andere natuurlijke rijkdommen gelegen zijn. Voor de toepassing van deze Overeenkomst worden interesten van leningen met hypothecaire waarborg op onroerende goederen of met rechten die vergoedingen opleveren ter zake van de exploitatie van mijnen, steengroeven of andere natuurlijke rijkdommen niet als inkomsten van onroerende goederen beschouwd.

(2) Paragraaf (1) is van toepassing op inkomsten verkregen uit het vruchtgebruik, uit de rechtstreekse exploitatie, uit het verhuren of verpachten, of uit elke andere vorm van exploitatie van onroerende goederen.

ARTIKEL 7

WINST UIT ONDERNEMING

(1) De nijverheids- of handelswinsten van een verblijfhouder van een Overeenkomstsluitende Staat worden door de andere Overeenkomstsluitende Staat vrijgesteld van belasting, tenzij die verblijfhouder in die andere Overeenkomstsluitende Staat een nijverheids- of handelsbedrijf uitoefent met behulp van een aldaar gevestigde vaste inrichting. Indien die verblijfhouder aldus een bedrijf uitoefent, mogen de nijverheids- of handelswinsten van die verblijfhouder door die andere Overeenkomstsluitende Staat worden belast, maar slechts voor zover zij aan de vaste inrichting kunnen worden toegerekend.

(2) Indien een verblijfhouder van een Overeenkomstsluitende Staat in de andere Overeenkomstsluitende Staat een nijverheids- of handelsbedrijf uitoefent met behulp van een aldaar gevestigde vaste inrichting, worden in elke Overeenkomstsluitende Staat aan die vaste inrichting de nijverheids- of handelswinsten toegerekend die haar zouden kunnen worden toegerekend indien zij een onafhankelijk lichaam zou zijn, dat dexelfde of soortgelijke werkzaamheden zou uitoefenen onder dezelfde of soortgelijke omstandigheden en dat geheel onafhankelijk zou handelen.

(3) Bij het bepalen van de nijverheids- of handelswinsten van een vaste inrichting worden als aftrek toegelaten kosten welke redelijkerwijs verband houden met die winsten, daaronder begrepen kosten van leiding en algemene beheerskosten, gemaakt in de Overeenkomstsluitende Staat waarin de vaste inrichting is gevestigd, hetzij elders.

(4) Geen winsten worden aan een vaste inrichting van een verblijfhouder van een Overeenkomstsluitende Staat in de andere Overeenkomstsluitende Staat toegerekened enkel op grand van ankoop door de vaste inrichting, of door de verblijfhouder waarvan zij een vaste inrichting vormt, van goederen voor rekening van die verblijfhouder.

(5) Voor de toepassing van deze Overeenkomst omvat de uitdrukking « nijverheids- of handelswinsten »

(a) huren of royalty's verkregen uit bioscoopfilms of films of banden ovor radio- of televisieuitzendingen of uit desbetreffende auteursrechten zomede inkomsten uit de verhuring van lichamelijke roerende goederen,

(b) maar niet bestanddelen van het inkomen die in het bijzonder in andere artikelen van deze Overeenkomst behandeld zijn, behoudens het bepaalde in die artikelen.

Onder voorbehoud van de bepalingen van deze Overeenkomst mogen bestanddelen van het inkomen die uit de nijverheids- of handelswinsten zijn gesloten ingevolge subparagraaf (b) afzonderlijk of samen met de nijverheids- of handelswinsten worden worden belast overeenkomstig de wetgeving van de Overeenkomstsluitende Staat wiens belasting moet worden vastgesteld.

ARTIKEL 8

ZEE- EN LUCHTVAART

(1) Niettegenstaande de bepalingen van de artikelen 7 (Winst uit onderneming) en 13 (Vermogenswinsten) worden inkomsten die een verblijfhouder van een Overeenkomstsluitende Staat verkrijgt uit de exploitatie in internationaal verkeer van schepen welke in die Overeenkomstsluitende Staat zijn ingeschreven, en winsten die een verblijfhouder van een Overeenkomstsluitende Staat verkrijgt uit de verkoop, de ruiling of enige andere vorm van vervreemding van schepen welke door die verblijfhouder in internationaal verkeer worden geëxploiteerd en in die Overeenkomstsluitende Staat zijn ingeschreven, door de andere Overeenkomstsluitende Staat vrijgesteld van belasting.

(2) Niettegenstaande de bepalingen van de artikelen 7 (Winst uit onderneming) en 13 (Vermogenswinsten) worden inkomsten die een verblijfhouder van een Overeenkomstsluitende Staat verkrijgt uit de exploitatie in internationaal verkeer van luchtvaartuigen die zijn ingeschreven in een van de Overeenkomstsluitende Staten of in een Staat waarmede de andere Overeenkomstsluitende Staat een belastingovereenkomst heeft die zulke inkomsten vrijstelt van belasting, en winsten die een verblijfhouder van een Overeenkomstsluitende Staat verkrijgt uit de verkoop, de ruiling of enige andere vorm van vervreemding van luchtvaartuigen welke door die verblijfhouder in internationaal verkeer worden geëxploiteerd en zijn ingeschreven in een van de Overeenkomstsluitende Staten of in een Staat waarmede de andere Overeenkomstsluitende Staat een belastingovereenkomst heeft die zulke inkomsten vrijstelt van belasting, door de andere Overeenkomstsluitende Staat vrijgesteld van belasting.

ARTIKEL 9

ONDERLING AFHANKELIJKE ONDERNEMINGEN

(1) Indien een verblijfhouder van een Overeenkomstsluitende Staat en een verblijfhouder van de andere Overeenkomstsluitende Staat verbonden zijn en indien deze verbonden personen onder elkaar regelingen treffen of aan elkaar voorwaarden opleggen welke afwijken van die, welke zouden zijn gemaakt tussen onafhankelijke personen, mogen alle inkomsten, welke zonder deze regelingen of voorwaarden door de verblijfhouder van de eerstbedoelde Overeenkomstsluitende Staat zouden zijn behaald maar ten gevolge

van die regelingen of voorwaarden niet zijn behaald, voor de toepassing van deze Overeenkomst in de inkomsten van de verblijfhouder van de eerstbedoelde Staat worden begrepen en dienovereenkomstig worden belast.

(2) Een persoon is met een andere persoon verbonden indien een van beiden onmiddellijk of middlellijk deelneemt aan de leiding van, aan het toezicht op, dan wel in het kapitaal van de andere, of indien een derde persoon of derde personen onmiddellijk of middellijk deelnemen aan de leiding van, aan het toezicht op, dan wel in het kapitaal van beiden.

ARTIKEL 10

DIVIDENDEN

(1) Dividenden toegekend door een vennootschap van een Overeenkomstsluitende Staat aan een verblijfhouder van de andere Overeenkomstsluitende Staat mogen door beide Overeenkomstsluitende Staten worden belast.

(2) Het tarief van de belasting, op die dividenden geheven door de eerstbedoelde Staat, mag niet hoger zijn dan 15 ten honderd van het werkelijk uitgedeelde brutobedrag. De uitdrukking «dividenden» omvat inkomsten van belegde kapitalen, verkregen door vennoten in andere Belgische vennoostchappen dan vennootschappen op aandelen, indien deze inkomsten volgens de Belgische wetgeving op dezelfde wijze als dividenden belastbaar zijn.

(3) Paragraaf (2) is niet van toepassing indien de genieter van de dividenden, verblijfhouder van een Overeenkomstsluitende Staat, in de andere Overeenkomstsluitende Staat een vaste inrichting heeft waarmede de aandelen of delen, uit hoofde waarvan de dividenden worden betaald, wezenlijk verbonden zijn. In een zodanig geval is artikel 7 (Winst uit onderneming) van toepassing; deze bepaling belet België niet de roerende voorheffing toe te passen overeenkomstig de Belgische wetgeving.

(4) Dividenden toegekend door een vennootschap van een Overeenkomstsluitende Staat aan een andere persoon dan een verblijfhouder van de andere Overeenkomstsluitende Staat worden door die andere Overeenkomstsluitende Staat vrijgesteld van belasting. Deze paragraaf is niet van toepassing·

(a) indien de genieter van de dividenden in die andere Overeenkomstsluitende Staat een vaste inrichting heeft waarmede de aandelen of delen, uit hoofde waarvan de dividenden worden toegekend, wezenlijk verbonden zijn, of

(b) indien de dividenden door een Amerikaanse vennootschap zijn toegekend en in België worden verkregen door een persoon die geen staatsburger of verblijfhouder van de Verenigde Staten is.

ARTIKEL 11

INTEREST

(1) Interest verkregen uit bronnen in een Overeenkomstsluitende Staat door een verblijfhouder van de andere Overeenkomstsluitende Staat mag door beide Overeenkomstsluitende Staten worden belast.

(2) Het tarief van de belasting, door een Overeenkomstsluitende Staat geheven op interest verkregen uit bronnen in die Overeenkomstsluitende Staat door een verblijfhouder van de andere Overeenkomstsluitende Staat, mag niet hoger zijn dan 15 ten honderd.

(3) Niettegenstaande de bepalingen van paragrafen (1) en (2) wordt interest, verkregen door een verblijfhouder van een Overeenkomstsluitende Staat uit bronnen in de andere Overeenkomstsluitende Staat, door de andere Overeenkomstsluitende Staat vrijgesteld van belasting indien het betreft:

(a) interest van handelsschuldvorderingen—met inbegrip van vorderingen vertegenwoordigd door handelspapier—wegens termijnbetaling van leveringen van goederen of diensten door een verblijfhouder van een Overeenkomstsluitende Staat aan een verblijfhouder van de andere Overeenkomstsluitende Staat,

(b) interest tussen banken, behalve op leningen verdeeld in effecten aan toonder, of

(c) interest van niet in effecten aan toonder verdeelde gelddeposito's bij banken of andere financiële instellingen.

(4) Niettegenstaande de bepalingen van paragrafen (1) en (2) wordt interest, voor eigen rekening verkregen door een Overeenkomstsluitende Staat of door een openbare instelling van die Overeenkomstsluitende Staat welke door die Overeenkomstsluitende Staat niet aan belasting op haar inkomen wordt onderworpen, door de andere Overeenkomstsluitende Staat vrijgesteld van belasting.

(5) De uitdrukking «interest» zoals gebezigd in deze Overeenkomst betekent inkomsten van obligaties, overheidsfondsen, schuldbewijzen, of andere effecten van lening, met of zonder waarborg en met of zonder recht van deelneming in de winst, van schuldvorderingen van welke aard ook, alsmede alle andere inkomsten die door de belastingwetgeving van de Overeenkomstsluitende Staat waarin de inkomsten hun bron hebben met inkomsten van geldleningen worden gelijkgesteld, maar niet interest die als divendenden wordt beschouwd overeenkomstig de tweede zin van artikel 10, paragraaf (2) (Dividenden), zij omvat wat België betreft ook loten van leningen.

(6) Interest wordt slechts geacht uit bronnen in een Overeenkomstsluitende Staat afkomstig te zijn, indien hij wordt betaald door die Overeenkomstsluitende Staat, door een staatkundig onderdeel

of een plaatselijke gemeenschap daarvan, of door een verblijfhouder van die Overeenkomstsluitende Staat. Niettegenstaande de vorige zin.

(a) indien de schuldenaar van de interest (ongeacht of hij verblijfhouder van een Overeenkomstsluitende Staat is of niet) in een Overeenkomstsluitende Staat een vaste inrichting heeft waarvoor de lening, ter zake waarvan de interest wordt betaald, werd aangegaan en die de last van die interest draagt, of

(b) indien de schuldenaar van de interest verblijfhouder is van een Overeenkomstsluitende Staat en in een andere Staat dan een Overeenkomstsluitende Staat een vaste inrichting heeft waarvoor de lening, ter zake waarvan de interest wordt betaald, werd aangegaan en die de last van de interest draagt, en die interest betaald is aan een verblijfhouder van de andere Overeenkomstsluitende Staat,

wordt die interest geacht afkomstig te zijn uit bronnen in de Staat waarin de vaste inrichting is gelegen.

(7) Paragrafen (2), (3) en (4) zijn niet van toepassing indien de genieter van de interest, verblijfhouder van een Overeenkomstsluitende Staat, in de andere Overeenkomstsluitende Staat een vaste inrichting heeft waarmede de schuldvordering die de interest oplevert wezenlijk verbonden is. In een zodanig geval zijn de bepalingen van artikel 7 (Winst uit onderneming) van toepassing.

(8) Indien een interest, toegekend door een persoon aan een met deze verbonden persoon, hoger is dan het bedrag dat zou zijn toegekend aan een niet verbonden persoon, zijn de bepalingen van dit artikel slechts van toepassing op dat deel van de interest dat zou zijn toegekend aan een niet verbonden persoon. In een zodanig geval mag het daarboven uitgaande deel overeenkomstig zijn eigen wetgeving worden belast door de Overeenkomstsluitende Staat waaruit de interest verkregen is.

(9) Interest toegekend door ee verblijfhouder van een Overeenkomstsluitende Staat aan een andere persoon dan een verblijfhouder van de andere. Overeenkomstsluitende Staat wordt door die andere Overeenkomstsluitende Staat vrijgesteld van belasting. Deze paragraaf is niet van toepassing·

(a) indien die interest geacht wordt afkomstig te zijn uit bronnen in die andere Overeenkomstsluitende Staat ingevolge paragraaf (6),

(b) indien de genieter van de interest in die andere Overeenkomstsluitende Staat een vaste inrichting heeft waarmede de schuldvordering die de interest oplevert wezenlijk verbonden is, of

(c) indien die interest afkomstig is uit bronnen in de Verenigde Staten en in België wordt verkregen door een persoon die geen staatsburger of verblijfhouder van de Verenigde Staten is.

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ARTIKEL 12

ROYALTY'S

(1) Royalty's verkregen uit bronnen in een Overeenkomstsluitende Staat door een verblijfhouder van de andere Overeenkomstsluitende Staat worden door de eerstbedoelde Overeenkomstsluitende Staat vrijgesteld van belasting.

(2) De uitdrukking « royalty's » zoals gebezigd in dit artikel betekent.

(a) betalingen van welke aard ook als vergoeding voor het gebruik of voor het recht van gebruik van een auteursrecht op een werk op het gebied van letterkunde, kunst of wetenschap (maar met uitsluiting van een auteursrecht op bioscoopfilms of films of banden voor radio- of televisieuitzendingen), van een octrooi, een ontwerp of model, een plan, een geheim recept of werkwijze, een fabrieks- of handelsmerk of een gelijksoortig goed of recht, of van kennis, ervaring of bekwaamheid (know-how), en

(b) winsten uit de verkoop, de ruiling of enige andere vorm van vervreemding van een zodanig goed of recht voor zover de bedragen ontvangen uit hoofde van die verkoop, ruiling of andere vorm van vervreemding afhankelijk zijn van de produktiviteit, het gebruik of de verhandeling van dat goed of recht.

(3) Royalty's worden slechts geacht uit bronnen in een Overeenkomstsluitende Staat afkomstig te zijn, indien zij worden betaald door die Overeenkomstsluitende Staat, door een staatkundig onderdeel of een plaatselijke gemeenschap daarvan, of door een verblijfhouder van die Overeenkomstsluitende Staat. Niettegestaande de vorige zin.

(a) indien de schuldenaar van de royalty's (ongeacht of hij verblijfhouder van een Overeenkomstsluitende Staat is of niet) in een Overeenkomstsluitende Staat een vaste inrichting heeft waarmede het recht of het goed dat de royalty's oplevert wezenlijk verbonden is en die de last van de royalty's draagt, of

(b) indien de schuldenaar van de royalty's verblijfhouder is van een Overeenkomstsluitende Staat en in een andere dan een Overeenkomstsluitende Staat een vaste inrichting heeft waarmede het recht of het goed dat de royalty's oplevert wezenlijk verbonden is en die de last van de royalty's draagt,

worden die royalty's geacht afkomstig te zijn uit bronnen in de Staat waarin de vaste inrichting is gelegen.

(4) Paragraaf (1) is niet van toepassing indien de genieter van de royalty's, verblijfhouder van een Overeenkomstsluitende Staat, in de andere Overeenkomstsluitende Staat een vaste inrichting heeft waarmede het recht of het goed dat de royalty's oplevert

wezenlijk verbonden is. In een zodanig geval zijn de bepalingen van artikel 7 (Winst uit onderneming) van toepassing.

(5) Indien een royalty, toegekend door een persoon aan een met deze verbonden persoon, hoger is dan het bedrag dat zou zijn toegekend aan een niet verbonden persoon, zijn de bepalingen van dit artikel slechts van toepassing op dat deel van de royalty dat zou zijn toegekend aan een niet verbonden persoon. In een zodanig geval mag het daarboven uitgaande deel overeenkomstig zijn eigen wetgeving worden belast door de Overeenkomstsluitende Staat waaruit de royalty verkregen is.

ARTIKEL 13

VERMOGENSWINSTEN

Winsten verkregen door een verblijfhouder van een Overeenkomstsluitende Staat uit de verkoop, de ruiling of enige andere vorm van vervreemding van een vermogensbestanddeel worden door de andere Overeenkomstsluitende Staat vrijgesteld van belasting, tenzij

(1) de winst door een verblijfhouder van de eerstbedoelde Overeenkomstsluitende Staat is verkregen uit de verkoop, de ruiling of enige andere vorm van vervreemding van in die andere Overeenkomstsluitende Staat gelegen goederen als omschreven in artikel 6 (Inkomsten uit onroerende goederen),

(2) de genieter van de winst, verblijfhouder van de eerstbedoelde Overeenkomstsluitende Staat, in die andere Overeenkomstsluitende Staat een vaste inrichting of een vaste basis heeft waarmede het goed dat de winst oplevert wezenlijk verbonden is, of

(3) de genieter van de winst, zijnde een natuurlijke persoon die verblijfhouder van de eerstbedoelde Staat is, in die andere Overeenkomstsluitende Staat verblijft tijdens een tijdvak of tijdvakken van in totaal ten minste 183 dagen gedurende het belastbare tijdperk.

Indien het goed wezenlijk verbonden is met een vaste inrichting in een geval als bedoeld in paragraaf (2), zijn de bepalingen van artikel 7 (Winst uit onderneming) van toepassing.

ARTIKEL 14

VRIJE BEROEPEN

(1) Inkomsten verkregen door een natuurlijke persoon die verblijfhouder van een Overeenkomstsluitende Staat is uit de uitoefening van een vrij beroep, mogen door die Overeenkomstsluitende Staat worden belast. Onder voorbehoud van de bepalingen van paragraaf (2) worden die inkomsten door de andere Overeenkomstsluitende Staat vrijgesteld van belasting.

(2) Inkomsten verkregen door een natuurlijke persoon die verblijfhouder van een Overeenkomstsluitende Staat is uit de uitoefening

van een vrij beroep in de andere Overeenkomstsluitende Staat mogen door die andere Overeenkomstsluitende Staat worden belast indien.

(a) die persoon in die andere Overeenkomstsluitende Staat verblijft tijdens een tijdvak of tijdvakken van in totaal ten minste 183 dagen gedurende het belastbare tijdperk,

(b) die persoon in die andere Overeenkomstsluitende Staat over een vaste basis beschikt tijdens een tijdvak of tijdvakken van in totaal ten minste 183 dagen gedurende het belastbare tijdperk en de inkomsten aan die vaste basis kunnen worden toegerekend, of

(c) die persoon de inkomsten uit zijn vrij beroep verkrijgt als beroepsartiest, zoals een toneelspeler, filmof televisieartiest, musicus of sportbeoefenaar, tenzij hij in die andere Overeenkomstsluitende Staat verblijft tijdens een tijkvak of tijdvakken die in totaal 90 dagen niet te boven gaan gedurende het belastbare tijdperk en die inkomsten gedurende het belastbare tijdperk in totaal 3.000 dollars of de tegenwaarde daarvan in Belgische frank niet te boven gaan.

Artikel 15

NIET-ZELFSTANDIGE BEROEPEN

(1) Lonen, salarissen en soortgelijke beloningen verkregen door een natuurlijke persoon die verblijfhouder van een Overeenkomstsluitende Staat is uit persoonlijke arbeid of diensten ter zake van een dienstbetrekking, daaronder begrepen inkomsten uit diensten verricht als leidinggevend personeelslid van een vennootschap, mogen door die andere Overeenkomstsluitende Staat worden belast. Onder voorbehoud van de bepalingen van paragraaf (2) en van artikel 20 (Leraren) en 21 (Studenten en leerlingen) mogen de beloningen ter zake van persoonlijke arbeid of diensten verricht in de andere Overeenkomstsluitende Staat ook door die andere Overeenkomstsluitende Staat worden belast.

(2) Beloningen als omschreven in paragraaf (1), verkregen door een natuurlijke persoon die verblijfhouder van een Overeenkomstsluitende Staat is, worden door de andere Overeenkomstsluitende Staat vrijgesteld van belasting indien.

(a) die persoon in die andere Overeenkomstsluitende Staat verblijft tijdens een tijdvak of tijdvakken van in totaal minder dan 183 dagen gedurende het belastbare tijdperk;

(b) die persoon in dienst is van een verblijfhouder van de eerstbedoelde Overeenkomstsluitende Staat of van een in de eerstbedoelde Overeenkomstsluitende Staat gelegen vaste inrichting; en

(c) de last van de beloningen als zodanig niet wordt gedragen door een vaste inrichting die de werkgever in die andere Overeenkomstsluitende Staat heeft.

(3) Niettegenstaande de bepalingen van paragrafen (1) en (2) worden beloningen door een natuurlijke persoon verkregen uit persoonlijke arbeid of diensten ter zake van een dienstbetrekking verricht aan boord van schepen of luchtvaartuigen die in een Overeenkomstsluitende Staat zijn ingeschreven en in internationaal verkeer worden geëxploiteerd door een verblijfhouder van die Overeenkomstsluitende Staat, door de andere Overeenkomstsluitende Staat vrijgesteld van belasting indien die natuurlijke persoon lid is van de geregelde bemanning van het schip of het luchtvaartuig.

ARTIKEL 16

TANTIEMES

Niettegenstaande de bepalingen van de artikelen 14 (Vrije beroepen) en 15 (Niet-zelfstandige beroepen) mogen tantièmes die een natuurlijke persoon, verblijfhouder van een Overeenkomstsluitende Staat, verkrijgt in zijn hoedanigheid van lid van de raad van beheer of van toezicht van een vennootschap van de andere Overeenkomstsluitende Staat (met uitzondering van de vaste of veranderlijke betalingen verkregen als leidinggevend personeelslid of werknemer), en die bij de vennootschap niet als bedrijfslast aftrekbaar zijn maar in die andere Overeenkomstsluitende Staat als verdeelde winst worden behandeld, door die andere Overeenkomstsluitende Staat worden belast.

ARTIKEL 17

SOCIALE UITKERINGEN

Sociale uitkeringen en soortgelijke pensioenen betaald door, of uit openbare fondsen in het leven geroepen door een Overeenkomstsluitende Staat of een openbare instelling daarvan, aan een natuurlijke persoon die verblijfhouder is van de andere Overeenkomstsluitende Staat, zijn slechts in de eerstbedoelde Overeenkomstsluitende Staat belastbaar.

ARTIKEL 18

PARTICULIERE PENSIOENEN EN RENTEN

(1) Onder voorbehoud van de bepalingen van de artikelen 17 (Sociale uitkeringen) en 19 (Overheidsfuncties) zijn pensioenen en andere soortgelijke beloningen, betaald aan een natuurlijke persoon, verblijfhouder van een Overeenkomstsluitende Staat, ter zake van een vroegere dienstbetrekking, slechts in die Overeenkomstsluitende Staat belastbaar.

(2) Uitkeringen in geval van echtscheiding en renten, betaald aan een natuurlijke persoon die verblijfhounder is van eeen Overeenkomstsluitende Staat, zijn slechts in die Overeenkomstsluitende Staat belastbaar.

(3) De uitdrukking « pensioenen en andere soortgelijke beloningen » zoals gebezigd in dit artikel betekent periodieke betalingen gedaan na de pensionering of het overlijden ter zake van bewezen diensten

of als vergoeding voor bekomen letsel in verband met een vroegere dienstbetrekking.

(4) De uitdrukking « renten » zoals gebezigd in dit artikel betekent een vaste som, periodiek betaalbaar op vaste tijdstippen gedurende het leven of gedurende een bepaald aantal jaren, ingevolge een verbintenis tot het doen van betalingen in ruil voor een voldoende en volledige tegenprestatie (niet zijnde bewezen diensten)

ARTIKEL 19

OVERHEIDSFUNCTIES

(1) Niettegenstaande de bepalingen van de artikelen 15 (Niet-zelfstandige beroepen), 17 (Sociale uitkeringen) en 18 (Particuliere pensioenen en renten) worden lonen, salarissen en soortgelijke beloningen, daaronder begrepen pensioenen en soortgelijke uitkeringen, betaald door of uit openbare fondsen van een Overeenkomstsluitende Staat of een staatkundig onderdeel of plaatselijke gemeenschap daarvan, ter zake van diensten bewezen aan die Overeenkomstsluitende Staat of aan een van de staatkundige onderdelen of plaatselijke gemeenschappen daarvan in de uitoefening van overheidsfuncties,

(a) aan een staatsburger van die Overeenkomstsluitende Staat of

(b) aan een staatsburger van een andere Staat dan een Overeenkomstsluitende Staat die zich naar de andere Overeenkomstsluitende Staat begeeft met de bepaalde bedoeling in dienst te treden van de eerstbedoelde Overeenkomstsluitende Staat of een staatkundig orderdeel of plaatselijke gemeenschap daarvan,

door die andere Overeenkomstsluitende Staar vrijgesteld van belasting.

(2) De bepalingen van de artikelen 15 (Niet-zelfstandige beroepen), 17 (Sociale uitkeringen) en 18 (Particuliere pensioenen en renten) vingen toepassing op lonen, salarissen en pensioenen ter zake van diensten bewezen in verband met enig handels- of nijverheidsbedrijf uitgeoefend door de eerstbedoelde Overeenkomstsluidende Staat of een staatkundig onderdeel of plaatselijke gemeenschap daarvan.

ARTIKEL 20

LERAREN

(1) Een natuurlijke persoon die verblijfhouder is van een Overeenkomstsluitende Staat bij de de aanvang van zijn tijdelijk in de andere Overeenkomstsluitende Staat en die, op uitnodiging van de Regering van die andere Overeenkomstsluitende Staat of van een universiteit of andere erkende onderwijsinrichting in die andere Overeenkomstsluitende Staat, tijdelijk aldaar verblijft in de eerste plaats met de bedoeling onderwijs te geven of zich met wetenschappelijk onderzoek bezig te houden, of met beide, aan een universiteit of andere erkende onderwijsinrichting, wordt

door die andere Overeenkomstsluitende Staat vrijgesteld van belasting op zijn inkomsten uit persoonlijke diensten voor het geven van onderwijs of het onderzoek aan die universiteit of die onderwijsinrichting gedurende een tijdvak dat twee jaren te rekenen van de dag van zijn aankomst in die andere Overeenkomstsluitende niet te boven gaat.

(2) Dit artikel is niet van toepassing op inkomsten verkregen met het verrichten van wetenschappenlijk onderzoek, indien dit onderzoek niet wordt verricht in het algemeen belang, maar in de eerste plaats voor het persoonlijk nut van een bepaalde persoon of personen.

ARTIKEL 21

STUDENTEN EN LEERLINGEN

(1) (a) Een natuurlijke persoou die verblijfhouder is van een Overeenkomstsluitende Staat bij de aanvang van zijn tijdelijk verblijk in de andere Overeenkomstsluitende Staat en die tijdelijk aldaar verblijft in de eerste plaats met de bedoeling

(i) te studeren aan een universiteit of andere erkende onderwijsinrichting in die andere Overeenkomstsluitende Staat, of

(ii) een opleiding te krijgen, die vereist is om hem te bekwamen voor de uitoefening van een beroep of van een gespecialiseerd beroep, of

(iii) te studeren of wetenschappelijk onderzoek te verrichten als begunstigde van een toelage, vergoeding of prijs verleend door een regerings-, godsdienstige, liefdadige, wetenschappelijke, letterkundige of onderwijsinstelling.

wordt door die ander Overeenkomstsluitende Staat vrijgesteld van belasting op de in subparagraaf (b) omschreven sommen gedurende ten hoogste vijf belastbare tijdperken te rekenen van de dag van zijn aankomst in die andere Overeenkomstsluitende Staat.

(b) De sommen, waarop subparagraaf (a) betrekking heeft, zijn.

(i) giften uit het buitenland ten behoeve van zijn onderhoud, onderwijs, studie, onderzoek of opleiding;

(ii) de toelage, vergoeding of prijs; en

(iii) inkomsten uit persoonlijke diensten verricht in die andere Overeenkomstsluitende Staat tot een bedrag dat 2.000 dollars of de tegenwaarde daarvan in Belgische frank in enig belastbaar tijdperk niet te boven gaat.

(2) Een natuurlijke persoon die verblijfhouder is van een Overeenkomstsluitende Staat bij de aanvang van zijn tijdelijk verblijf in de andere Overeenkomstsluitende Staat en die tijdelijk in die andere Overeenkomstsluitende Staat verblijft als werkenemer van of onder een contract met een verblijfhouder van de eerstbedoelde Overeenkomstsluitende Staat, in de eerste plaats met de bedoeling·

(a) technische, beroeps- of bedrijfservaring te verkrijgen van een andere persoon dan die verblijfhouder van de eerstbedoelde

Overeenkomstsluitende Staat of dan een met die verblijfhouder verbonden persoon, of

(b) te studeren aan een universiteit of andere erkende onderwijsinrichting in die andere Overeenkomstsluitende Staat,

wordt door die andere Overeenkomstsluitende Staat gedurende een tijdvak van twaalf opeenvolgende maanden vrijgesteld van belasting op zijn inkomsten uit persoonlijke diensten tot een totaal bedrag dat 5.000 dollars of de tegenwaarde daarvan in Belgische frank niet te boven gaat.

(3) Een natuurlijke persoon die verblijfhouder is van een Overeenkomstsluitende Staat bij de aanvang van zijn tijdelijk verblijf in de andere Overeenkomstsluitende Staat en die tijdelijk gedurende een tijdvak dat één jaar niet te boven gaat aldaar verblijft als deelnemer aan een programma onder de bescherming van de Regering van die andere Overeenkomstsluitende Staat, in de eerste plaats met de bedoeling een opleiding te krijgen, wetenschappelijk onderzoek te verrichten of te studeren, wordt door die andere Overeenkomstsluitende Staat vrijgesteld van belasting op zijn inkomsten uit persoonlijke diensten ter zake van die opleiding, dat onderzoek of die studie in die andere Overeenkomstsluitende Staat tot een totaal bedrag dat 10.000 dollars of de tegenwaarde daarvan in Belgische frank niet te boven gaat.

(4) De voordelen ingevolge artikel 20 (Leraren) en paragraaf (1) van dit artikel worden slechts verleend voor zulk een tijdsduur als redelijkerwijs of gewoonlijk vereist is om het doel van het bezoek te bereiken, maar in geen geval kan een natuurlijke persoon die voordelen in totaal gedurende meer dan vijf belastbare tijdperken te rekenen van de dag van zijn aankomst genieten.

ARTIKEL 22

NIET UITDRUKKELIJK VERMELDE INKOMSTEN

Bestanddelen van het inkomen van een verblijfhouder van een Overeenkomstsluitende Staat, die niet uitdrukkelijk in de voorgaande artikelen van deze Overeenkomst zijn vermeld, zijn slechts in die Overeenkomstsluitende Staat belastbaar, maar indien zulk inkomen verkregen is uit bronnen in de andere Overeenkomstsluitende Staat mag het ook door die andere Overeenkomstsluitende Staat belast worden.

ARTIKEL 23

VOORKOMING VAN DUBBELE BELASTING

(1) Niettegenstaande enige andere bepaling van deze Overeenkomst mag een Overeenkomstsluitende Staat zijn staatsburgers en verblijhouders in de zin van artikel 4 (Fiscale woonplaats) aan belasting onderwerpen als ware deze Overeenkomst niet in werking getreden, onder voorbehoud dat:

(a) deze bepaling onverlet laat de voordelen dieeen Overeenkomstsluitende Staat verleent ingevolge dit artikel en de

artikelen 17 (Sociale uitkeringen), 24 (Non-discriminatie) en 25 (Regeling voor onderling overleg),

(b) deze bepaling onverlet laat de voordelen die een Overeenkomstsluitende Staat ingevolge de artikelen 19 (Overheidsfuncties), 20 (Leraren) en 21 (Studenten en leerlingen) verleent aan natuurlijke personnen die noch staatsburger zijn van, noch de status van immigrant hebben in die andere Overeenkomstsluitende Staat.

(2) Met inachtneming van de bepalingen van de Amerikaanse wetgeving die voor het betreffende belastbare tijdperk van toepassing is, verlenen de Verenigde Staten aan een staatsburger of verblijfhouder van de Verenigde Staten een verrekening met de belasting van de Verenigde Staten voor het passende bedrag van de Belgische belasting; de grondslag voor dit passende bedrag is het aan België betaalde belastingbedrag, doch overschrijdt niet het bedrag van de belasting van de Verenigde Staten dat aan de inkomsten uit bronnen in België kan worden toegerekend. Voor de toepassing van de verrekening in de Verenigde Staten ter zake van de Belgische belasting worden inkomsten die door België werden belast overeenkomstig de artikelen 6 tot 21 geacht afkomstig te zijn uit bronnen in België

(3) Met betrekking tot inkomsten uit bronnen in de Verenigde Staten wordt dubbele belasting in België op de volgende wijze vermeden.

(a) Indien een verblijfhouder van België inkomsten ontvangt die door de Verenigde Staten werden belast overeenkomstig de artikelen 6 tot 21 en waarop de bepalingen van subparagrafen (b) tot (d) hierna niet van toepassing zijn, stelt België deze inkomsten vrij van belasting, maar om het dedrag van de belasting over het overige inkomen van die verblijfhouder te berekenen mag het hetzelfde tarief toepassen alsof die inkomsten niet waren vrijgesteld.

(b) Indien een verblijfhouder van België dividenden ontvangt waarop artikel 10, paragraaf (2) (Dividenden) van toepassing is en die niet vrijgesteld zijn ingevolge subparagraaf (d) hierna, of interesten waarop artikel 11, paragraaf (2) of (8) (Interest) van toepassing is, of royalty's waarop artikel 12, paragraaf (5) (Royalty's) van toepassing, is verleent België op de belasting naar die inkomsten een vermindering rekening houdend met de in de Verenigde Staten betaalde belasting. Die vermindering wordt toegestaan op de belasting in verband met het nettobedrag van de dividenden van Amerikaanse vennootschappen, alsmede van de interesten en royalty's uit bronnen in de Verenigde Staten, die aldaar werden belast; de vermindering stemt overeen met het forfaitair gedeelte van de buitenlandse belasting, bepaald volgens de thans van kracht zijnde Belgische wetgeving en met inachtneming van elke latere wijziging die geen afbreuk doet aan het principe daarvan.

(c) Indien een verblijhouder van België inkomsten ontvangt waarop artikel 22 (Niet uitdrukkelijk vermelde inkomsten) van toepassing is en die door de Verenigde Staten werden belast, mag het bedrag van de Belgische belasting dat evenredig op die inkomsten betrekking heeft, niet de belasting te boven gaan die volgens de Belgische wetgeving zou worden geheven indien die inkomsten belastbaar waren als in het buitenland behaalde en belaste bedrijfsinkomsten.

(d) Indien een Belgische vennootschap aandelen of delen in eigendom bezit van een Amerikaanse vennootschap die in de Verenigde Staten aan belasting is onderworpen ter zake van haar winsten,. worden de dividenden die haar door deze laatste vennootschap worden toegekend en die in de Verenigde Staten volgens artikel 10, paragraaf (2) (Dividenden) belastbaar zijn, in België vrijgesteld van de vennootschapsbelasting voor zover vrijstelling zou worden verleend indien beide vennootschappen Belgische vennootschappen waren geweest, deze bepaling belet niet dat van die dividenden roerende voorheffing wordt geheven overeenkomstig de Belgische wetgeving.

(e) Een Belgische vennootschap die gedurende het volledige boekjaar van een Amerikaanse vennootschap die in de Verenigde Staten aan belasting is onderworpen ter zake van haar winsten, aandelen of delen van deze laatste vennootschap in uitsluitende eigendom heeft bezeten, is ook vrijgesteld van de roerende voorheffing die volgens de Belgische wetgeving op de dividenden van die aandelen of delen is verschuldigd, op voorwaarde dat zij zulks schriftelijk aanvraagt binnen de termijn waarin haar jaarlijkse aangifte moet worden ingediend, bij de wederuitkering van die aldus vrijgestelde dividenden aan haar eigen aandeelhouders, mogen die dividenden niet in mindering worden gebracht van de door die vennootschap uitgekeerde dividenden die aan de roerende voorheffing onderworpen zijn. Deze subparagraaf geldt niet wanneer de eerstbedoelde vennootschap de aanslag van haar winsten in de personenbelasting heeft gekozen. De toepassing van deze subparagraaf zal evewel beperkt worden tot dividenden, toegekend door een Amerikaanse vennootschap aan een Belgische vennootschap die ten minste 10 ten honderd van het stemrecht in de eerstbedoelde vennootschap beheerst, ingeval voor de toepassing van de in subparagraaf (d) bedoelde vrijstelling een dergelijke beperking in de Belgische wetgeving wordt neergelegd met betrekking tot dividenden, uitgekeerd door vennootschappen van België.

(f) Indien een natuurlijke persoon, die verblijfhouder is van Belgie en staatsburger van de Verenigde Staten, inkomsten uit bronnen in de Verenigde Staten ontvangt, die noch van

Belgische belasting zijn vrijgesteld ingevolge subparagraaf (a), noch vallen onder subparagraaf (c), mag het bedrag van de Belgische belasting dat evenredig op die inkomsten betrekking heeft, niet te boven gaan.

(i) met betrekking tot dividenden, interesten en royalty's, een bedrag dat, in voorkomend geval na de verrekening van het forfaitair gedeelte van de buitenlandse belasting, overeenstemt met 20 ten honderd van die inkomsten,

(ii) met betrekking tot andere inkomsten, de belasting die volgens de Belgische wetgeving zou worden geheven indien die inkomsten belastbaar waren als in het buitenland behaalde en belaste bedrijfsinkomsten.

(g) Indien volgens de Belgische wetgeving verliezen, welke een verblijfhouder van België in een vaste inrichting in de Verenigde Staten heeft geleden, voor de belastingheffing van die verblijfhouder in België werkelijk in mindering van zijn winsten werden gebracht, is de vrijstelling ingevolge paragraaf (a) in België niet van toepassing op de winsten van andere belastbare tijdperken die aan die vaste inrichting kunnen worden toegerekend, voor zover die winsten ook voor de toepassing van de belasting van de Verenigde Staten werden verminderd wegens hun compensatie met die verliezen.

(4) Ingeval een vennootschap als een Amerikaanse vennootschap wordt behandeld voor de toepassing van de belasting van de Verenigde Staten en als een Belgische vennootschap voor de toepassing van de Belgische belasting, wordt dubbele belasting voorkomen overeenkomstig de beginselen van paragrafen (2) en (3).

Artikel 24

NON-DISCRIMINATIE

(1) Een staatsburger van een Overeenkomstsluitende Staat die verblijfhouder is van de andere Overeenkomstsluitende Staat wordt in die andere Overeenkomstsluitende Staat niet aan drukkender belastingen onderworpen dan een staatsburger van die andere Overeenkomstsluitende Staat die daarvan verblijfhouder is.

(2) Een vaste inrichting die een verblijfhouder van een Overeenkomstsluitende Staat in de andere Overeenkomstsluitende Staat heeft, wordt in die andere Overeenkomstsluitende Staat niet aan drukkender belastingen onderworpen dan één verblijfhouder van die andere Overeenkomstsluitende Staat die dezelfde werkzaamheden uitoefent. Deze paragraaf mag niet dusdanig worden uitgelegd, dat een Overeenkomstsluitende Staat verplicht zou zijn aan natuurlijke personen die verblijfhouder zijn van de andere Overeenkomstsluitende Staat bij de belastingheffing de persoonlijke aftrekken, tegemoetkomingen of verminderingen uit hoofde van burgerlijke staat of gezinslasten te verlenen die hij aan zijn eigen verblijfhouders, natuurlijke personen, verleent.

(3) Een vennootschap van een Overeenkomstsluitende Staat, waarvan het kapitaal geheel of ten dele, onmiddelijk of middellijk, in het bezit is van of wordt beheerst door één of meer verblijfhouders van de andere Overeenkomstsluitende Staat, wordt in de eerstbedoelde Overeenkomstsluitende Staat niet onderworpen aan enige belastingheffing of daarmede verband houdende verplichting, die anders of drukkender is dan de belastingheffing en daarmede verband houdende verplichtingen, waaraan één vennootschap van de eerstbedoelde Overeenkomstsluitende Staat, die dezelfde werkzaamheden uitoefent en waarvan het kapitaal geheel in het bezit is van of wordt beheerst door één of meer verblijfhouders van de eerstbedoelde Overeenkomstsluitende Staat, is of kan worden onderworpen.

(4) De bepalingen van dit artikel zijn van toepassing op belastingen van elke soort ongeacht of het Rijksbelastingen, federale belastingen, staatsbelastingen, of plaatselijke belastingen betreft.

(5) De bepalingen van paragraaf (2) mogen niet dusdanig worden uitgelegd, dat zij België beletten de winst die kan worden toegerekend aan een vaste inrichting in België van een Amerikaanse vennootschap of enig ander lichaam dat verblijfhouder is van de Verenigde Staten, gezamenlijk aan belasting te onderwerpen tegen een tarief dat—vóór de toepassing van de opcentiemen vermeld in artikel 2, paragraaf (1) (b) (vi)—niet meer bedraagt dan het hoogste tarief waaraan de winsten van een Belgische vennootschap kunnen worden onderworpen.

(a) Zolang evenwel België de uitgekeerde winst van een Belgische vennootschap tegen een lager tarief dan dat hoogste tarief belast, zal de Belgische belasting op het deel van de winsten van de vaste inrichting dat geacht wordt te zijn uitgekeerd, geheven worden tegen een tarief dat—vóór de toepassing van de opcentiemen vermeld in artikel 2, paragraaf (1) b) (vi)—niet meer bedraagt dan het hoosgte tarief waaraan de uitgekeerde winsten van een Belgische vennootschap kunnen worden onderworpen.

(b) Voor de toepassing van deze paragraaf wordt de vaste inrichting in België geacht hetzelfde deel van haar winsten uit te keren als die verblijfhouder uit zijn totale winst uitkeert.

ARTIKEL 25

REGELING VOOR ONDERLING OVERLEG

(1) Indien een verblijfhouder van een Overeenkomstsluitende Staat van oordeel is dat de maatregelen van een of van beide Overeenkomstsluitende Staten voor hem leiden of zullen leiden tot een belastingheffing die niet in overeenstemming is met deze Overeenkomst, kan hij, onverminderd de rechtsmiddelen waarin de nationale wetgeving van de Overeenkomstsluitende Staten

voorziet, binnen een termijn van twee jaren to rekenen van de betekening (of de inning bij de bron) van de belasting die het laatst werd geheven of geïnd, zijn geval voorleggen aan de bevoegde autoriteit van de Overeenkomstsluitende Staat waarvan hij verblijfhouder is. Indien het verzoek gegrond wordt geacht door de bevoegde autoriteit van de Overeenkomstsluitende Staat waarbij het is ingediend, tracht die bevoegde autoriteit tot overeenstemming te komen met de bevoegde autoriteit van de andere Overeenkomstsluitende Staat ten einde belastingheffing in strijd met de bepalingen van deze Overeenkomst te vermijden.

(2) De bevoegde autoriteiten van de Overeenkomstsluitende Staten trachten moeilijkheden of twijfelpunten die mochten rijzen met betrekking tot de toepassing van deze Overeenkomst in onderlinge overeenstemming op te lossen. De bevoegde autoriteiten van de Overeenkomstsluitende Staten kunnen in het bijzonder overeenkomen:

(a) over dezelfde toerekening van nijverheids- of handelswinsten aan een verblijfhouder van een Overeenkomstsluitende Staat en zijn vaste inrichting in de andere Overeenkomstsluitende Staat;

(b) over dezelfde toerekening van inkomsten, lasten, aftrekken of verrekeningen tussen een verblijfhouder van een Overeenkomstsluitende Staat en een met deze verbonden persoon,

(c) over dezelfde bepaling van de bron van bepaalde bestanddelen van het inkomen, of

(d) over dezelfde betekenis van enige in deze Overeenkomst gebezigde uitdrukking.

(3) De bevoegde autoriteiten van de Overeenkomstsluitende Staten kunnen zich rechtstreeks met elkander in verbinding stellen ten einde een overeenstemming als bedoeld in dit artikel te bereiken. Indien zulks voor het bereiken van overeenstemming raadzaam voorkomt, kunnen de bevoegde autoriteiten voor een mondelinge gedachtenwisseling samenkomen.

(4) Ingeval de bevoegde autoriteiten overeenstemming bereiken, zullen de Overeenkomstsluitende Staten dienovereenkomstig de belasting herzien en teruggaaf of verrekening van belasting toestaan.

ARTIKEL 26

UITWISSELING VAN INLICHTINGEN

(1) De bevoegde autoriteiten van de Overeenkomstsluitende Staten wisselen de inlichtingen uit die nodig zijn om uitvoering te geven aan de bepalingen van deze Overeenkomst of voor het vermijden van ontduiking of het ontgaan van belasting inzake de belastingen welke het onderwerp van deze Overeenkomst uitmaken. Elke aldus bekomen inlichting zal geheim worden gehouden en slechts worden medegedeeld aan personen (met inbegrip van rechtbanken en administratieve lichamen) die belast zijn

met de vestiging, de inning, de invordering of de vervolgingen ter zake de belastingen welke het onderwerp van deze Overeenkomst uitmaken.

(2) In geen geval mogen de bepalingen van paragraaf (1) aldus worden uitgelegd, dat zij een van de Overeenkomstsluitende Staten de verplichting opleggen.

(a) administratieve maatregelen te nemen, welke afwijken van de wetgeving of van de administratieve praktijk van die of van de andere Overeenkomstsluitende Staat;

(b) bijzonderheden te verstrekken, die niet verkrijgbaar zijn volgens de vetgeving of in de normale gang van zaken in de administratie van die of van de andere Overeenkomstsluitende Staat, of

(c) inlichtingen te verstrekken, die een handels-, bedrijfs-, nijverheids- of beroepsgeheim of een fabrieks- of handelswerkwijze zouden onthullem, dan wel inlichtingen waarvan het verstrekken in strijd zou zijn met de openbare orde.

(3) De uitwisseling van inlichtingen zal geregeld dan wel op aanvraag met betrekking op bepaalde gevallen plaatsvinden. De bevoegde autoriteiten van de Overeenkomstsluitende Staten kunnen overeenkomen over de lijst van de inlichtingen die geregeld zullen worken medegedeeld.

ARTIKEL 27

INVORDERINGSBIJSTAND

(1) Iedere Overeenkomstsluitende Staat zal trachten ten behoeve van de andere Overeenkomstsluitende Staat zulke door die andere Overeenkomstsluitende Staat geheven belastingen te innen als nodig zijn opdat de vrijstelling of het verlaagde belastingtarief, welke die andere Overeenkomstsluitende Staat ingevolge deze Overeenkomst verleent, niet wordt genoten door personen die daartoe niet gerechtigd zijn.

(2) In geen geval mogen de bepalingen van dit artikel aldus worden uitgelegd, dat zij een Overeenkomstsluitende Staat de verplichting opleggen administratieve maatregelen te nemen, welke afwikjen van de voorschriften en het gebruik van een van beide Overeenkomstsluitende Staten of in strijd zijn met de soevereiniteit, de veiligheid of de openbare orde van de eerstbedoelde Overeenkomstsluitende Staat.

ARTIKEL 28

VARIA

(1) De bepalingen van deze Overeenkomst tasten in geen enkel opzicht de fiscale voorrechten aan, die diplomatieke of consulaire ambtenaren ontlenen aan de algemene regelen van het volkenrecht of ann de bepalingen van bijzondere overeenkomstem:

(2) De bepalingen van deze Overeenkomst mogen niet aldus worden uitgelegd, dat zij op enigerlei wijze beperken enige vrijstelling, aftrek, vermindering, verrekening of andere tegemoetkoming die wordt of mocht vorden verleend.
   (a) door de wetgeving van een Overeenkomstsluitende Staat bij de vastelling van de door die Overeenkomstsluitende Staat geheven belasting, of
   (b) door enige andere overeenkomst tussen de Overeenkomstsluitende Staten.

(3) De bevoege autoriteiten van de Overeenkomstsluitende Staten kunnen zich rechtstreeks met elkander in verbinding stellen om de bepalingen van deze Overeenkomst ten uitvoer te leggen.

ARTIKEL 29

UITBREIDING TOT ANDERE GEBIEDEN

(1) De Verenigde Staten zijn bevoegd, te allen tijde gedurende de geldingsduur van deze Overeenkomst, door middel van een schriftelijke kennisgeving aan België verstrekt langs diplomatieke weg, hun wens kenbaar te maken dat de werking van deze Overeenkomst, hetzij in haar geheel, hetzij geedeeltelijk of met zodanige wijzigingen als in bijzondere gevallen noodzakelijk kunnen worden geacht, zal worden uitgebreid tot elk of enig gebied (waarop deze Overeenkomst anders niet van toepassing is) vooz welks in ternationale betrekkingen zij verantwoordelijk zijn en dat in wezen gelijksoortige belastingen heft als de belastingen welke het onderwerp van deze Overeenkomst zijn. Wanneer België door middel van een schriftelijke mededeling langs diplomatieke weg aan de Verenigde Staten heeft betekend dat de kennisgeving met betrekking tot dat of die gebieden wordt aanvaard, en de keenisgeving en de mededeling zijn bekrachtigd en de bekrachtigingsoorkonden zijn uitgewisseld, zal deze Overeenkomst, in haar geheel of gedeeltelijk of met zodanige wijzigingen als in bijzondere gevallen noodzakelijk zijn geacht, zoals in de kennisgeving is vermeld, van toepassing zijn op het of de in de kennisgeving genoemde gebieden en uitwerking hebben met ingang van de daarin vermelde datum of datums.

(2) Te allen tijde na de datum van in werking treden van een uitbrie ding overeenkomstig paragraaf (1), is elk van de Overeenkomstsluitende Staten bevoegd om, door middel van een zes maanden vooraf aan de andere Overeenkomstsluitende Staat langs diplomatieke weg verstrekte opzegging, de toepasselijkheid van deze Overeenkomst te beëindigen ten aanzien van elk gebied waartoe zij overeenkomstig paragraaf (1) is uitgebreid, in dat geval zal deze Overeenkomst met ingang van de eerste januari na het verstrijken van de termijn van zes maanden ophouden uitwerking te hebben ten aanzien van het of de in de opzegging genoemde gebieden,

maar dit zal niet de voortdurende toepassing van deze Overeenkomst op de Verenigde Staten, op België, of op enig ander begied waartoe zij overeenkomstig paragraaf (1) is uitgebreid, aanstasten.

(3) Voor de toepassing van deze Overeenkomst ten aanzien van een gebied waartoe zij is uitgebreid ingevolge een kennisgeving door de Verenigde Staten, zullen verwijzingen naar de « Verenigde Staten » geacht worden op dat gebied betrekking te hebben.

(4) De beëindiging van deze Overeenkomst ten aanzien van de Verenigde Staten of België overeenkomstig artikel 31 (Opzegging) zal, tenzij door de Overeenkomstsluitende Staten uitdrukkelijk anders is overeengekomen, de toepasselijkheid van deze Overeenkomst beëindigen ten aanzien van elk gebied waartoe zij overeenkomstig dit artikel is uitgebreid.

ARTIKEL 30

INWERKINGTREDING

(1) Deze Overeenkomst zal worden bekrachtigd en de bekrachtigingsoorkonden zullen zo spoedig mogelijk te worden uitgewisseld. Zij zal in werking treden één maand na de dag van de uitwisseling van de bekrachtigingsoorkonden. De bepalingen ervan zullen voor het eerst van toepassing zijn ten aanzien van inkomsten van kalenderjaren of belastbare tijdperken die beginnen (of voor aan de bron verschuldigde belastingen, ten aanzien van betalingen gedaan) op of na 1 januari 1971.

(2) Tussen de Verenigde Staten en België, zal de Overeenkomst tussen België en de Verenigde Staten van Amerika ter voorkoming van dubbele belasting en ter vermijding van fiscale ontduiking inzake inkomstenbelastigen, ondertekend te Washington op 28 oktober 1948, zoals zij is gewijzigd door de aanvullende Overeenkomsten, ondertekend te Washington op 9 september 1952 en 22 augustus 1957 en door het Protocol, ondertekend te Brussel po 21 mei 1965, tot een einde komen en ophouden uitwerking te hebben ten aanzien van inkomsten waarop deze Overeenkomst van toepassing is overeenkomstig paragraaf (1) van dit artikel.

ARTIKEL 31

OPZEGGING

(1) Deze Overeenkomst blijft van kracht totdat zij door een van de Overeenkomstsluitende Staten is opgezegd. Elk van de Overeenkomstsluitende Staten kan de Overeenkomst te allen tijde na een termijn van vijf jaren te rekenen van de dag waarop zij in werking treedt opzeggen, mits ten minste zes maanden vooraf langs diplomatieke weg van de beëindiging kennis is gegeven. In dat geval houdt de Overeenkomst op uitwerking te hebben ten aanzien van inkomsten van kalenderjaren of belastbare tijdperken die beginnen (of voor aan de bron verschuldigde belastingen, ten aanzien van betalingen gedaan) op of na de eerste januari na het verstrijken van de termijn van zes maanden.

(2) Niettegenstaande de bepaling van paragraaf (1) en na voorafgaande kennisgeving langs diplomatieke weg, kunnen de bepalingen van artikel 17 (Sociale uitkeringen) door elk van de Overeenkomstsluitende Staten te allen tijde na de inwerkingtreding van deze Overeenkomst opgezegd worden.

IN WITNESS WHEREOF, the respective Plenipotentiaries have signed this Convention and have affixed their seals.

DONE at Brussels, this 9th day of July, 1970, in duplicate, in the English, French, and Dutch languages, the three texts having equal authenticity

EN FOI DE QUOI, les Plénipotentiaires respectifs ont signé la présente Convention et y ont apposé leurs sceaux.

FAIT à Bruxelles, le 9 juillet 1970, en double exemplaire, en langues française, néerlandaise et anglaise, les trois textes faisant également foi.

TEN BLIJKE WAARVAN de respectieve Gevolmachtigden deze Overeenkomst hebben ondertekend en daaraan hun zegel hebben gehecht.

GEDAAN te Brussel, op 9 juli 1970, in tweevoud, in de Nederlandse, de Franse en de Engelse taal, zijnde de drie gelijkelijk authentiek.

FOR THE UNITED STATES OF AMERICA.

POUR LES ETATS-UNIS D'AMERIQUE.

VOOR DE VERENIGDE STATEN VAN AMERIKA.

JOHN S D EISENHOWER

John S. D Eisenhower

[SEAL]

FOR THE KINGDOM OF BELGIUM.

POUR LE ROYAUME DE BELGIQUE.

VOOR HET KONINKRIJK BELGIE.

P HARMEL

Pierre Harmel

[SEAL]

95-005 O 73 - 21

VIET-NAM

Agricultural Commodities

Agreement signed at Saigon October 2, 1972;
Entered into force October 2, 1972.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF VIET-NAM FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Republic of Viet-Nam have agreed to the sales of agricultural commodities specified below. This Agreement shall consist of the Preamble and Parts I and III of the July 8, 1970 Agreement, the Convertible Local Currency Credit Annex of the April 19, 1972 Agreement, [1] and the following Part II:

PART II—PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period (U.S. Calendar Years)	Approximate Maximum Quantity	Maximum Export Market Value (Millions)
Rice	1972/1973	200,000 M.T.	$37.7
		TOTAL	$37.7

ITEM II. Payment Terms:

Convertible Local Currency Credit

1. Initial Payment–None
2. Currency Use Payment–Up to 100 percent of the dollar amount disbursed by the Government of the exporting country plus accrued interest. The currency use payment is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this agreement. No requests for payment will be

[1] TIAS 6983, 7322; 21 UST 2443; *ante*, p. 614.

made by the Government of the exporting country prior to the first disbursement under this agreement.

Proportions of Currency Use Payments Indicated for Specified Purposes:

a. Section 104(a) U.S. Expenditures–20 percent of the amount disbursed, plus accrued interest.

b. Section 104(c) Grant for Common Defense–up to 80 percent of the amount disbursed.

3. Number of Installment Payments–31
4. Amount of Each Installment Payment–approximately equal annual amounts.
5. Due Date of First Installment Payment–10 years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate–2 percent
7. Continuing Interest Rate–3 percent

ITEM III. Usual Marketing Requirements: None

ITEM IV. Export Limitations:

A. The export limitation period shall be United States Calendar Years 1972 and 1973 or any subsequent United States Calendar Year during which the commodities financed under this agreement are being imported or utilized.

B. For purposes of Part I, Article III A 3 of the agreement, the commodities considered to be the same as or like the commodities financed under this agreement are: for rice–paddy, brown rice and milled rice.

ITEM V. Self-Help Measures:

The Government of the Republic of Viet-Nam agrees to:

A. Adopt and maintain policies conducive to improved feed-grain and livestock production.

B. Continue to explore the feasibility of developing an oilseed production and processing industry.

C. Continue to develop an economic analytical expertise within the Ministry of Land Reform, Agriculture and Fisheries Development to assist the Government in formulating more effective agricultural policies.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

For purposes specified in item V above and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Ocean Freight (Differential)

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, notwithstanding the provisions of paragraph 1 of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Other Provisions:

A. The currency use payment under Part II. Item II 2 of this agreement 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 value of the currency use payment has been offset.

B. Notwithstanding paragraph 4 of the Convertible Local Currency Credit Annex, the Government of the importing country may withhold from deposit in the special account referred to in such paragraph, or may withdraw from amounts deposited therein, so much of the proceeds accruing to it from the sale of commodities financed under this agreement as is equal to the amount of the currency use payments made by the Government of the importing country.

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

DONE at Saigon, in duplicate, this second day of October, 1972

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF THE REPUBLIC OF VIET-NAM
ELLSWORTH BUNKER	[SEAL] TRAN VAN LAM
Ellsworth Bunker *American Ambassador*	Tran Van Lam *Minister of Foreign Affairs*

MULTILATERAL

International Plant Protection

Convention open for signature at Rome December 6, 1951, to May 1, 1952;
Ratification advised by the Senate of the United States of America June 12, 1972;
Ratified by the President of the United States of America July 25, 1972;
Ratification of the United States of America deposited with the Food and Agricultural Organization of the United Nations August 18, 1972;
Proclaimed by the President of the United States of America September 18, 1972;
Entered into force with respect to the United States of America August 18, 1972.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The International Plant Protection Convention was open for signature at Rome from December 6, 1951 to May 1, 1952 and was signed on behalf of the United States of America on December 6, 1951;

The text of the Convention, as certified by the Food and Agriculture Organization of the United Nations, is hereto annexed;

The Senate of the United States of America by its resolution of June 12, 1972, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention;

The President of the United States of America on July 25, 1972 ratified the Convention, in pursuance of the advice and consent of the Senate, and the instrument of ratification was deposited with the Food and Agriculture Organization of the United Nations on August 18, 1972;

It is provided in Article XIV thereof that as soon as the Convention has been ratified by three signatory Governments it shall come into

force between them and that it shall come into force for each Government ratifying or adhering thereafter from the date of deposit of its instrument of ratification or adherence;

Pursuant to the provisions of Article XIV of the Convention, the Convention came into force for the United States on August 18, 1972;

Now, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the International Plant Protection Convention, to the end that it shall be observed and fulfilled with good faith on and after August 18, 1972 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 September in the year of our Lord one thousand nine hundred seventy-
[SEAL] two and of the Independence of the United States of America the one hundred and ninety-seventh.

RICHARD NIXON

By the President:
WILLIAM P ROGERS
Secretary of State

INTERNATIONAL PLANT PROTECTION CONVENTION

CONVENTION INTERNATIONALE POUR LA PROTECTION DES VEGETAUX

CONVENCION INTERNACIONAL DE PROTECCION FITOSANITARIA

Nineteen hundred and fifty-one
Mille neuf cent cinquante-et-un
Mil novecientos cincuenta y uno

TIAS 7465

INTERNATIONAL PLANT PROTECTION CONVENTION

PREAMBLE

The contracting Governments, recognizing the usefulness of international co-operation in controlling pests and diseases of plants and plant products and in preventing their introduction and spread across national boundaries, and desiring to ensure close co-ordination of measures directed to these ends, have agreed as follows:

ARTICLE I

Purpose and Responsibility

1. With the purpose of securing common and effective action to prevent the introduction and spread of pests and diseases of plants and plant products and to promote measures for their control, the contracting Governments undertake to adopt the legislative, technical and administrative measures specified in this Convention and in supplementary agreements pursuant to Article III.

2. Each contracting Government shall assume responsibility for the fulfillment within its territories of all requirements under this Convention.

ARTICLE II

Scope

1. For the purposes of this Convention the term "plants" shall comprise living plants and parts thereof, including seeds in so far as the supervision of their importation under Article VI of the Convention or the issue of phytosanitary certificates in respect of them under Articles IV (1), (a), (iv) and V of this Convention may be deemed necessary by contracting Governments; and the term "plant products" shall comprise unmanufactured and milled material of plant origin, including seeds in so far as they are not included in the term "plants."

2. The provisions of this Convention may be deemed by contracting Governments to extend to storage places, containers, conveyances, packing material and accompanying media of all sorts including soil involved in the international transportation of plants and plant products.

3. This Convention shall have particular reference to pests and diseases of importance to international trade.

ARTICLE III

Supplementary Agreements

1. Supplementary agreements applicable to specific regions, to specific pests or diseases, to specific plants and plant products, to specific methods of international transportation of plants and plant products, or otherwise supplementing the provisions of this Convention, may be proposed by the Food and Agriculture Organization of the United Nations (hereinafter referred to as "FAO") on the recommendation of a contracting Government or on its own initiative, to meet special problems of plant protection which need particular attention or action.

2. Any such supplementary agreements shall come into force for each contracting Government after acceptance in accordance with the provisions of the FAO Constitution[1] and Rules of Procedure.

ARTICLE IV

National Organization for Plant Protection

1. Each contracting Government shall make provision, as soon as possible and to the best of its ability, for

(a) an official plant protection organization, with the following main functions:

[1] TIAS 4803, 5229, 5506, 5987, 6421, 6902, and 7274; 12 UST 980; 13 UST 2616; 14 UST 2203; 17 UST 457; 18 UST 3273; 21 UST 1464; *ante*, p. 74.

(i) the inspection of growing plants, of areas under cultivation (including fields, plantations, nurseries, gardens and greenhouses), and of plants and plant products in storage and in transportation, particularly with the object of reporting the existence, outbreak and spread of plant diseases and pests and of controlling those pests and diseases;

(ii) the inspection of consignments of plants and plant products moving in international traffic, and, as far as practicable, the inspection of consignments of other articles or commodities moving in international traffic under conditions where they may act incidentally as carriers of pests and diseases of plants and plant products, and the inspection and supervision of storage and transportation facilities of all kinds involved in international traffic whether of plants and plant products or of other commodities, particularly with the object of preventing the dissemination across national boundaries of pests and diseases of plants and plant products;

(iii) the disinfestation or disinfection of consignments of plants and plant products moving in international traffic, and their containers, storage places, or transportation facilities of all kinds employed;

(iv) the issue of certificates relating to phytosanitary condition and origin of consignments of plants and plant products (hereinafter referred to as " phytosanitary certificates ");

(*b*) the distribution of information within the country regarding the pests and diseases of plants and plant products and the means of their prevention and control;

(*c*) research and investigation in the field of plant protection.

2. Each contracting Government shall submit a description of the scope of its national organization for plant protection and of changes in such organization to the Director-General of FAO, who shall circulate such information to all contracting Governments.

ARTICLE V

Phytosanitary Certificates

1. Each contracting Government shall make arrangements for the issue of phytosanitary certificates to accord with the plant protection regulations of other contracting Governments, and in conformity with the following provisions:

(*a*) Inspection shall be carried out and certificates issued only by or under the authority of technically qualified and duly authorized officers and in such circumstances and with such knowledge and information available to those officers that the authorities of importing countries may accept such certificates with confidence as dependable documents.

(*b*) Each certificate covering material intended for planting or propagation shall be as worded in the Annex to this Convention and shall include such additional declarations as may be required by the importing country. The model certificate may also be used for other plants or plant products where appropriate and not inconsistent with the requirements of the importing country.

(*c*) The certificates shall bear no alterations or erasures.

2. Each contracting Government undertakes not to require consignments of plants intended for planting or propagation imported into its territories to be accompanied by phytosanitary certificates inconsistent with the model set out in the Annex to this Convention.

ARTICLE VI

Requirements in Relation to Imports

1. With the aim of preventing the introduction of diseases and pests of plants into their territories, contracting Governments shall have full authority to regulate the entry of plants and plant products, and to this end, may:

(*a*) prescribe restrictions or requirements concerning the importation of plants or plant products;

(*b*) prohibit the importation of particular plants or plant products, or of particular consignments of plants or plant products;

(*c*) inspect or detain particular consignments of plants or plant products;

(*d*) treat, destroy or refuse entry to particular consignments of plants or plant products, or require such consignments to be treated or destroyed.

2. In order to minimize interference with international trade, each contracting Government undertakes to carry out the provisions referred to in paragraph 1 of this Article in conformity with the following:

(*a*) Contracting Governments shall not, under their plant protection legislation, take any of the measures specified in paragraph 1 of this Article unless such measures are made necessary by phytosanitary considerations.

(*b*) If a contracting Government prescribes any restrictions or requirements concerning the importation of plants and plant products into its territories, it shall publish the restrictions or requirements and communicate them immediately to the plant protection services of other contracting Governments and to FAO.

(*c*) If a contracting Government prohibits, under the provisions of its plant protection legislation, the importation of any plants or plant products, it shall publish its decision with reasons and shall immediately inform the plant protection services of other contracting Governments and FAO.

(*d*) If a contracting Government requires consignments of particular plants or plant products to be imported only through specified points of entry, such points shall be so selected as not unnecessarily to impede international commerce. The contracting Government shall publish a list of such points of entry and communicate it to the plant protection services of other contracting Governments and to FAO. Such restrictions on points of entry shall not be made unless the plants or plant products concerned are required to be accompanied by phytosanitary certificates or to be submitted to inspection or treatment.

(*e*) Any inspection by the plant protection service of a contracting Government of consignments of plants offered for importation shall take place as promptly as possible with due regard to the perishability of the plants concerned. If any consignment is found not to conform to the requirements of the plant protection legislation of the importing country, the plant protection service of the exporting country shall be informed. If the consignment is destroyed, in whole or in part, an official report shall be forwarded immediately to the plant protection service of the exporting country.

(*f*) Contracting Governments shall make provisions which, without endangering their own plant production, will reduce to a minimum the number of cases in which a phytosanitary certificate is required on the entry of plants or plant products not intended for planting, such as cereals, fruits, vegetables and cut flowers.

(*g*) Contracting Governments may make provision for the importation for purposes of scientific research of plants and plant products and of specimens of plant pests and disease-causing organisms under conditions affording ample precaution against the risk of spreading plant diseases and pests.

3. The measures specified in this Article shall not be applied to goods in transit throughout the territories of contracting Governments unless such measures are necessary for the protection of their own plants.

ARTICLE VII

International Co-operation

The contracting Governments shall co-operate with one another to the fullest practicable extent in achieving the aims of this Convention, in particular as follows:

(*a*) Each contracting Government agrees to co-operate with FAO in the establishment of a world reporting service on plant diseases and pests,

making full use of the facilities and services of existing organizations for this purpose, and, when this is established, to furnish to FAO periodically the following information:

(i) reports on the occurrence, outbreak and spread of economically important pests and diseases of plants and plant products which may be of immediate or potential danger;

(ii) information on means found to be effective in controlling the pests and diseases of plants and plant products.

(*b*) Each contracting Government shall, as far as is practicable, participate in any special campaigns for combating particular destructive pests or diseases which may seriously threaten crop production and need international action to meet the emergencies.

ARTICLE VIII

Regional Plant Protection Organization

1. The contracting Governments undertake to co-operate with one another in establishing regional plant protection organizations in appropriate areas.

2. The regional plant protection organizations shall function as the co-ordinating bodies in the areas covered and shall participate in various activities to achieve the objectives of this Convention.

ARTICLE IX

Settlement of Disputes

1. If there is any dispute regarding the interpretation or application of this Convention, or if a contracting Government considers that any action by another contracting Government is in conflict with the obligations of the latter under Articles V and VI of this Convention, especially regarding the basis of prohibiting or restricting the imports of plants or plant products coming from its territories, the Government or Governments concerned may request the Director-General of FAO to appoint a committee to consider the question in dispute.

2. The Director-General of FAO shall thereupon, after consultation with the Governments concerned, appoint a committee of experts which shall include representatives of those Governments. This committee shall consider the question in dispute, taking into account all documents and other forms of evidence submitted by the Governments concerned. This committee shall submit a report to the Director-General of FAO who shall transmit it to the Governments concerned, and to other contracting Governments.

3. The contracting Governments agree that the recommendations of such a committee, while not binding in character, will become the basis for renewed consideration by the Governments concerned of the matter out of which the disagreement arose.

4. The Governments concerned shall share equally the expenses of the experts.

ARTICLE X

Substitution of Prior Agreements

This Convention shall terminate and replace, between contracting Governments, the International Convention respecting measures to be taken against the *Phylloxera vastatrix* of 3 November 1881, the additional Convention signed at Berne on 15 April 1889 [1] and the International Convention for the Protection of Plants signed at Rome on 16 April 1929. [2]

ARTICLE XI

Territorial Application

1. Any Government may at the time of ratification or adherence or at any time thereafter communicate to the Director-General of FAO a declaration that this Convention shall extend to all or any of the territories for the international relations of which it is responsible, and this Convention shall be applicable to all territories specified in the declaration as from the thirtieth day after the receipt of the declaration by the Director-General.

2. Any Government which has communicated

[1] *British and Foreign State Papers*, vol. 3, p. 323; vol. 81, p. 1311.
[2] 126 *League of Nations Treaty Series* 305.

to the Director-General of FAO a declaration in accordance with paragraph 1 of this Article may at any time communicate a further declaration modifying the scope of any former declaration or terminating the application of the provisions of the present Convention in respect of any territory. Such modification or termination shall take effect as from the thirtieth day after the receipt of the declaration by the Director-General.

3. The Director-General of FAO shall inform all signatory and adhering Governments of any declaration received under this Article.

ARTICLE XII

Ratification and Adherence

1. This Convention shall be open for signature by all Governments until 1 May 1952 and shall be ratified at the earliest possible date. The instruments of ratification shall be deposited with the Director-General of FAO, who shall give notice of the date of deposit to each of the signatory Governments.

2. As soon as this Convention has come into force in accordance with Article XIV, it shall be open for adherence by non-signatory Governments. Adherence shall be effected by the deposit of an instrument of adherence with the Director-General of FAO, who shall notify all signatory and adhering Governments.

ARTICLE XIII

Amendment

1. Any proposal by a contracting Government for the amendment of this Convention shall be communicated to the Director-General of FAO.

2. Any proposed amendment of this Convention received by the Director-General of FAO from a contracting Government shall be presented to a regular or special session of the Conference of FAO for approval and, if the amendment involves important technical changes or imposes additional obligations on the contracting Governments, it shall be considered by an advisory committee of specialists convened by FAO prior to the Conference.

3. Notice of any proposed amendment of this Convention shall be transmitted to the contracting Governments by the Director-General of FAO not later than the time when the agenda of the session of the Conference at which the matter is to be considered is dispatched.

4. Any such proposed amendment of this Convention shall require the approval of the Conference of FAO and shall come into force as from the thirtieth day after acceptance by two-thirds of the contracting Governments. Amendments involving new obligations for contracting Governments, however, shall come into force in respect of each contracting Government only on acceptance by it and as from the thirtieth day after such acceptance.

5. The instruments of acceptance of amendments involving new obligations shall be deposited with the Director-General of FAO, who shall inform all contracting Governments of the receipt of acceptances and the entry into force of amendments.

ARTICLE XIV

Entry into Force

As soon as this Convention has been ratified by three signatory Governments it shall come into force between them. It shall come into force for each Government ratifying or adhering thereafter from the date of deposit of its instrument of ratification or adherence.

ARTICLE XV

Denunciation

1. Any contracting Government may at any time give notice of denunciation of this Convention by notification addressed to the Director-General of FAO. The Director-General shall at once inform all signatory and adhering Governments.

2. Denunciation shall take effect one year from the date of receipt of the notification by the Director-General of FAO.

ANNEX

MODEL PHYTOSANITARY CERTIFICATE

PLANT PROTECTION SERVICE

OF..... No.....

This is to certify
that the plants, parts of plants or plant products described below or representative samples of them were thoroughly examined on (date) ..... by (name) ..... an authorized officer of the (service) ..... and were found to the best of his knowledge to be substantially free from injurious diseases and pests; and that the consignment is believed to conform with the current phytosanitary regulations of the importing country both as stated in the additional declaration hereon and otherwise.

Fumigation or disinfection treatment (if required by importing country):

Date ..... Treatment .....

Duration of exposure ..... Chemical and concentration .....

Additional declaration

..... 19.....

.....
(SIGNATURE)

.....
(RANK)

(Stamp of the Service)

DESCRIPTION OF THE CONSIGNMENT

Name and address of exporter: .....

Name and address of consignee: .....

Number and description of packages: .....

Distinguishing marks: .....

Origin (if required by importing country): .....

Means of conveyance: .....

Point of entry: .....

Quantity and name of produce: .....

Botanical name (if required by importing country): .....

CONVENTION INTERNATIONALE POUR LA PROTECTION DES VEGETAUX

PRÉAMBULE

Les Parties contractantes, reconnaissant l'utilité d'une coopération internationale dans la lutte contre les maladies et les ennemis des végétaux et des produits végétaux, et particulièrement contre l'introduction et la propagation de ces maladies et ennemis au-delà des frontières nationales, désireuses d'assurer une étroite coordination des mesures visant à ces fins, sont convenues de ce qui suit:

ARTICLE I

Objet et obligations

1. En vue d'assurer une action commune et efficace dans la lutte contre l'introduction et la propagation des maladies et ennemis des végétaux et produits végétaux et en vue de promouvoir l'adoption de mesures à cet effet, les Etats contractants s'engagent à prendre les mesures législatives, techniques et réglementaires spécifiées dans la présente Convention et dans les accords complémentaires adoptés par les Etats contractants en vertu de l'Article III.

2. Chaque Etat contractant s'engage à veiller, sur son territoire, à l'application des mesures prescrites par la présente Convention.

ARTICLE II

Champ d'application

1. Dans la présente Convention, le terme « végétaux » désigne les plantes vivantes et parties de plantes vivantes, y compris les semences dont les Etats contractants jugent nécessaire de contrôler l'importation en vertu de l'article VI de la présente Convention ou de certifier l'état phyto-sanitaire en vertu de l'article IV, paragraphe 1, alinéa (a), sous-alinéa (iv), et de l'article V de la présente Convention; le terme « produits végétaux » désigne les produits non manufacturés et moulus d'origine végétale, y compris les semences non visées par la définition du terme « végétaux ».

2. Les dispositions de la présente Convention peuvent également s'appliquer, si les Etats contractants le jugent utile, aux entrepôts, récipients, moyens de transport, matériel d'emballage et autres matériaux de tout ordre accompagnant les plantes, tels que la terre, qui interviennent dans le transport international des végétaux et produits végétaux.

3. La présente Convention vise particulièrement les maladies et ennemis des végétaux qui présentent de l'importance dans le commerce international.

ARTICLE III

Accords complémentaires

1. Des accords complémentaires applicables à des régions particulières, à des maladies ou ennemis déterminés, à des végétaux et produits végétaux spécifiés ou à certains modes de transport international des végétaux et produits végétaux, ou des accords complémentaires tendant d'une autre manière à l'application des dispositions de la présente Convention, peuvent être élaborés par l'Organisation des Nations Unies pour l'Alimentation et l'Agriculture (désignée ci-après sous la dénomination de « FAO »), soit sur la recommandation d'un Etat contractant, soit de sa propre initiative, afin de résoudre, en matière de protection des végétaux, des problèmes spéciaux réclamant une attention ou des solutions particulières.

2. Tout accord complémentaire de cette nature entrera en vigueur, pour chaque Etat contractant, après avoir été accepté conformément aux dispositions de l'Acte constitutif et du Règlement intérieur de la FAO.

ARTICLE IV

Organisation nationale
de la protection des végétaux

1. Chaque Etat contractant s'engage à prendre les dispositions nécessaires pour organiser, dans le plus bref délai, et dans la mesure de ses possibilités:

(*a*) une organisation officielle de la protection des végétaux, principalement chargée:

(i) de l'inspection des végétaux sur pied, des terres cultivées (y compris les champs, les plantations, les pépinières et les serres) et des végétaux et produits végétaux emmagasinés ou en cours de transport, en vue particulièrement de signaler l'existence, l'apparition et la propagation des maladies et ennemis des végétaux et de lutter contre ces maladies et ennemis;

(ii) de l'inspection des envois de végétaux et produits végétaux faisant l'objet d'échanges internationaux, et, dans la mesure du possible, de l'inspection d'autres articles ou produits transportés faisant l'objet d'échanges internationaux dans des conditions telles qu'ils peuvent être occasionnellement les véhicules de maladies et d'ennemis des végétaux, et produits végétaux, de l'inspection et de la surveillance des installations d'emmagasinage et des moyens de transport de tout ordre intervenant dans les échanges internationaux, qu'il s'agisse de végétaux et produits végétaux ou d'autres produits, en vue particulièrement d'empêcher la propagation au-delà des frontières nationales de maladies et ennemis de végétaux et produits végétaux;

(iii) de la désinfestation ou de la désinfection des envois de végétaux et produits végétaux faisant l'objet d'échanges internationaux, ainsi que des récipients, intallations d'emmagasinage et moyens de transport de tout ordre qui sont utilisés;

(iv) de la délivrance de certificats concernant l'état phyto-sanitaire et la provenance des envois de végétaux et produits végétaux (désignés ci-après sous la dénomination de « certificats phyto-sanitaires »);

(*b*) la diffusion, sur le plan national, de renseignements sur les maladies et ennemis des végétaux et produits végétaux et des moyens de prévention et de lutte;

(*c*) la recherche et l'enquête dans le domaine de la protection des végétaux.

2. Chaque Etat contractant présentera au Directeur général de la FAO un rapport décrivant la portée de son organisation nationale pour la protection des végétaux et les modifications qui sont apportées à cette organisation; le Directeur général de la FAO communiquera ce dernier à tous les Etats contractants.

ARTICLE V

Certificats phyto-sanitaires

1. Chaque Etat contractant prendra les dispositions nécessaires pour délivrer des certificats phytosanitaires, conformes tant à la réglementation sur la protection des végétaux en vigueur dans les autres Etats contractants, qu'aux prescriptions suivantes:

(*a*) Les fonctions de l'inspection des envois et de la délivrance des certificats ne pourront être remplies que par des agents techniquement compétents et dûment autorisés, ou sous leur autorité, agissant dans des conditions et disposant de renseignements de nature à permettre aux autorités des pays importateurs d'accepter lesdits certificats comme des documents dignes de foi.

(*b*) Les certificats ayant pour objet les végétaux destinés à la plantation ou à la multiplication devront être libellés conformément au modèle reproduit en annexe à la présente Convention, et fournir en outre toute déclaration supplémentaire exigée par les autorités du pays importateur; le modèle des certificat peut être également utilisé, le cas échéant, pour d'autres végétaux et pour les produits végétaux à condition de ne pas contrevenir aux exigences du pays importateur.

(*c*) Ces certificats ne comportent aucune correction ou suppression.

2. Chaque Etat contractant s'engage à ne pas exiger, pour accompagner les envois de végétaux importés dans son territoire aux fins de plantation ou de multiplication, des certificats phyto-sanitaires

ne répondant pas au modèle reproduit en annexe à la présente Convention.

ARTICLE VI

Dispositions concernant les importations

1. Chaque Etat contractant a toute autorité pour réglementer l'importation des végétaux et des produits végétaux, afin de lutter contre l'introduction des maladies et ennemis des végétaux sur son territoire et, dans ce but, il peut:

(*a*) imposer des restrictions ou des conditions à l'importation des végétaux ou produits végétaux;

(*b*) interdire l'importation de certains végétaux ou produits végétaux ou de certains lots de végétaux ou produits végétaux;

(*c*) inspecter ou mettre en quarantaine des envois déterminés de végétaux ou produits végétaux;

(*d*) procéder à la désinfection, à la désinfestation ou à la destruction d'envois déterminés de végétaux ou produits végétaux, exiger la désinfection, la désinfestation ou la destruction desdits envois, ou même en interdire l'entrée.

2. Afin d'entraver le moins possible le commerce international, chaque Etat contractant effectuera la surveillance visée au paragraphe 1 du présent article, en se conformant aux dispositions suivantes:

(*a*) Les Etats contractants ne doivent prendre, en vertu de leur réglementation sur la protection des végétaux, aucune des mesures mentionnées au paragraphe 1 du présent article, à moins que celles-ci ne répondent à des nécessités d'ordre phyto-sanitaire.

(*b*) Tout Etat contractant qui impose des restrictions ou des conditions à l'importation des végétaux et produits végétaux dans son territoire doit publier lesdites restrictions ou conditions et les communiquer immédiatement aux services de protection des végétaux des autres Etats contractants et à la FAO.

(*c*) Tout Etat contractant qui interdit, conformément à sa réglementation sur la protection des végétaux, l'importation de végétaux ou produits végétaux, doit publier sa décision motivée et mettre immédiatement au courant les services de protection des végétaux des autres Etats contractants et la FAO.

(*d*) Tout Etat contractant qui limite les points d'entrée pour l'importation de certains végétaux ou produits végétaux doit choisir lesdits points de manière à ne pas entraver sans nécessité le commerce international. L'Etat contractant doit publier une liste de ces derniers et la communiquer aux services de protection des végétaux des autres Etats contractants et à la FAO. Toute restriction de cet ordre ne sera autorisée que si les végétaux ou produits végétaux en cause doivent être accompagnés de certificats phyto-sanitaires ou soumis à une inspection ou à un traitement.

(*e*) L'inspection, par les services de protection des végétaux d'un Etat contractant, des envois de végétaux destinés à l'importation doit s'effectuer dans le plus bref délai possible, en tenant dûment compte de la nature périssable de ces végétaux. Si un envoi est reconnu non conforme aux conditions exigées par la législation de l'Etat importateur en matière de protection des végétaux, le services de protection des végétaux de l'Etat exportateur doit en être informé. Si la destruction totale ou partielle de l'envoi est effectuée, un procès-verbal officiel doit être transmis sans délai au service de protection des végétaux de l'Etat exportateur.

(*f*) Les Etats contractants doivent prendre les dispositions nécessaires pour que, tout en assurant la sauvegarde de leur production végétale, soit réduit au minimum le nombre de cas dans lesquels un certificat phyto-sanitaire est exigé à l'importation des végétaux ou produits végétaux non destinés à la plantation, tels que les céréales, fruits, légumes et fleurs coupées.

(*g*) Les Etats contractants peuvent prendre des dispositions en vue de l'importation, aux fins de recherche scientifique, de végétaux et produits végétaux et d'échantillons d'ennemis et organismes pathogènes des végétaux, en s'assurant pleinement des précautions nécessaires pour empêcher le risque de propagation de ces maladies et ennemis des végétaux.

3. Les dispositions du présent article ne sont pas

applicables au transit à travers le territoire des Etats contractants, à moins qu'elles ne soient nécessaires à la protection des végétaux de ces Etats.

ARTICLE VII

Collaboration internationale

Les Etats contractants collaboreront dans toute la mesure possible à la réalisation des buts de la présente convention, notamment de la manière suivante:

(*a*) Chaque Etat contractant, tout en utilisant pleinement les possibilités et les services offerts dans ce domaine par les organisations existantes, s'engage à collaborer avec la FAO en vue de l'organisation d'un service mondial de renseignements sur les maladies et ennemis des végétaux et, dès la création de ce dernier, à fournir périodiquement à la FAO les renseignements ci-après:

(i) les rapports concernant la manifestation, l'apparition et la propagation sur son territoire des maladies et ennemis des végétaux présentant une importance du point de vue économique et un danger immédiat ou une possibilité de danger;

(ii) la description de méthodes de lutte contre les maladies et ennemis des végétaux et produits végétaux dont il a éprouvé l'efficacité.

(*b*) En participant, dans toute la mesure du possible, à toute campagne particulière de lutte contre les maladies ou ennemis des végétaux qui constituent une sérieuse menace pour les récoltes, et dont la gravité exige une action sur le plan international.

ARTICLE VIII

Organisation régionale
de la protection des végétaux

1. Les Etats contractants s'engagent à collaborer pour instituer dans les régions appropriées des organisations régionales pour la protection des végétaux.

2. Ces organisations assureront un rôle coordinateur dans les régions de leur compétence et prendront part à différentes activités en vue de réaliser les objectifs de la présente Convention.

ARTICLE IX

Règlement des différends

1. En cas de contestation sur l'interprétation ou l'application de la présente Convention, ou encore lorsqu'un des Etats contractants considère qu'une action entreprise par un autre Etat contractant est incompatible avec les obligations que lui imposent les articles V et VI de la présente Convention, particulièrement en ce qui concerne les motifs d'une interdiction ou d'une restriction de l'entrée de végétaux ou produits végétaux provenant de son territoire, l'Etat ou les Etats intéressés peuvent demander au Directeur général de la FAO de désigner un comité chargé d'examiner le différend.

2. Dans ce cas, le Directeur général de la FAO, en consultation avec les gouvernements intéressés, désignera un comité d'experts, qui comprendra des représentants desdits gouvernements. Ce comité examinera le différend en tenant compte de tous les documents et éléments probatoires utiles présentés par les Etats intéressés. Le comité soumettra un rapport au Directeur général de la FAO, qui le communiquera aux Etats intéressés et aux autres Etats contractants.

3. Tout en ne reconnaissant pas aux recommandations de ce comité un caractère obligatoire, les Etats contractants conviennent de les prendre pour base de tout nouvel examen, par les Etats intéressés, de la question se trouvant à l'origine de la contestation.

4. Les gouvernements intéressés supporteront une part égale des frais de la mission confiée aux experts.

ARTICLE X

Substitution aux accords antérieurs

La présente Convention met fin et se substitue, dans les relations entre les parties contractantes, à la Convention internationale phylloxérique du 3 novembre 1881, à la Convention additionnelle de Berne du 15 avril 1889 et à la Convention internationale de Rome du 16 avril 1929 sur la protection des végétaux.

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ARTICLE XI

Applications territoriales

1. Tout Etat peut, à la date de la ratification ou de l'adhésion ou à tout moment après cette date, communiquer au Directeur général de la FAO une déclaration indiquant que la présente Convention est applicable à tout ou partie des territoires dont il assure la représentation sur le plan international. Cette décision prendra effet trente jours après réception par le Directeur général de la déclaration portant désignation desdits territoires.

2. Tout Etat qui a transmis au Directeur général de la FAO une déclaration, conformément au paragraphe 1 du présent article, peut à tout moment communiquer une nouvelle déclaration modifiant la portée d'une déclaration précédente, ou mettant fin à l'application des dispositions de la présente Convention dans n'importe quel territoire. Cette déclaration prendra effet trente jours après la date de sa réception par le Directeur général.

3. Le Directeur général de la FAO informera tous les Etats signataires ou adhérents des déclarations qu'il aura reçues par application du présent article.

ARTICLE XII

Ratification et adhésion

1. La présente Convention est ouverte à la signature de tous les Etats jusqu'au 1er mai 1952, et sera ratifiée le plus tôt possible. Les instruments de ratification seront déposés auprès du Directeur général de la FAO qui avisera chaque Etat signataire de la date de ce dépôt.

2. Les Etats qui n'ont pas signé la présente Convention seront admis à y adhérer dès qu'elle sera entrée en vigueur, conformément à l'article XIV. L'adhésion s'effectuera par le dépôt d'un instrument d'adhésion auprès du Directeur général de la FAO, qui en avisera chacun des Etats signataires adhérents.

ARTICLE XIII

Amendement

1. Toute proposition d'amendement à la présente Convention introduite par un Etat contractant doit être soumise au Directeur général de la FAO.

2. Toute proposition d'amendement introduite par un Etat contractant et reçue par le Directeur général de la FAO doit être présentée pour approbation à la Conférence de la FAO, réunie en session ordinaire ou spéciale; si l'amendement implique d'importantes modifications d'ordre technique ou impose de nouvelles obligations aux Etats contractants, il sera étudié par un comité consultatif d'experts convoqué par la FAO avant la Conférence.

3. Toute proposition d'amendement sera notifiée aux Etats contractants par le Directeur général de la FAO, au plus tard à la date de l'envoi de l'ordre du jour de la session de la Conférence où doit être examinée cette proposition.

4. Toute proposition d'amendement doit être adoptée par la Conférence de la FAO, et prend effet à compter du trentième jour qui suit son acceptation par les deux tiers des Etats contractants. Toutefois les amendements qui impliquent de nouvelles obligations à la charge des Etats contractants ne prennent effet, pour tout Etat contractant, qu'après avoir été acceptés par lui et à compter du trentième jour qui suit cette acceptation.

5. Les instruments d'acceptation des amendements qui impliquent de nouvelles obligations doivent être déposés auprès du Directeur général de la FAO, qui informera tous les Etats contractants de la réception desdits instruments et de l'entrée en vigueur desdits amendements.

ARTICLE XIV

Entrée en vigueur

La présente Convention entrera en vigueur entre les parties lorsque trois Etats signataires l'auront ratifiée. Elle entrera en vigueur pour les autres Etats à la date du dépôt de leur instrument de ratification ou d'adhésion.

ARTICLE XV

Dénonciations

1. Chacun des Etats contractants peut à tout moment faire connaître qu'il dénonce la présente Convention par notification adressée au Directeur général de la FAO. Le Directeur général en informera immédiatement tous les Etats signataires ou adhérents.

2. La dénonciation ne produira ses effets qu'un an après la date de réception de la notification par le Directeur général de la FAO.

ANNEXE

CERTIFICAT PHYTO-SANITAIRE, MODÈLE

SERVICE DE LA PROTECTION DES VÉGÉTAUX

DE ..... N° .....

Il est certifié
que les végétaux, parties de végétaux ou produits végétaux décrits ci-dessous ont été minutieusement examinés, en totalité ou sur échantillon représentatif le (date) ..... par (nom) ..... agent autorisé du (service) ..... et sont, à sa connaissance, jugés pratiquement indemnes d'ennemis et maladies dangereux des cultures; et que l'envoi est estimé conforme aux réglementations phytosanitaires actuellement en vigueur dans le pays importateur, ainsi qu'il est spécifié dans la déclaration supplémentaire ci-après ou par ailleurs.

Fumigation ou désinfection (à remplir sur la demande du pays importateur):

Date ..... Traitement .....

Durée du traitement ..... Produit chimique utilisé et concentration .....

Déclaration supplémentaire

Fait à ..... le ..... 19 .....

.....
(SIGNATURE)

.....
(FONCTION)

(Cachet du Service)

DESCRIPTION DE L'ENVOI

Nom, prénom et adresse de l'expéditeur: .....

Nom, prénom et adresse du destinataire: .....

Nombre et nature des colis: .....

Marque des colis: .....

Provenance (sur la demande du pays importateur): .....

Moyen de transport: .....

Point d'entrée: .....

Contenu de l'envoi: .....

Nom botanique (sur la demande du pays importateur): .....

CONVENCION INTERNACIONAL DE PROTECCION FITOSANITARIA [1]

PREÁMBULO

Los Gobiernos contratantes, reconociendo la utilidad de la cooperación internacional para combatir las plagas y enfermedades de plantas y productos vegetales y para prevenir su introducción y difusión a través de las fronteras nacionales, y deseando asegurar la estrecha coordinación de las medidas tomadas a este efecto, han convenido en lo siguiente:

ARTÍCULO I

Propósitos y Responsabilidades

1. Con el propósito de actuar eficaz y conjuntamente para prevenir la introducción y la difusión de plagas y enfermedades de plantas y productos vegetales y de promover las medidas para combatirlas, los Gobiernos contratantes se comprometen a adoptar las medidas legislativas, técnicas y administrativas que se especifican en esta Convención o en los acuerdos suplementarios que se concluyan de conformidad con el Artículo III.

2. Cada Gobierno contratante asumirá la responsabilidad de hacer cumplir todos los requisitos de esta Convención, dentro de su territorio.

ARTÍCULO II

Alcance

1. A los efectos de esta Convención el término « plantas » designa a las plantas vivas y partes de ellas, incluyendo las semillas, en los casos en que los Gobiernos contratantes consideren necesaria la vigilancia de su importación o la emisión de los correspondientes certificados sanitarios, de acuerdo con el Artículo VI, con el párrafo (a), (iv) del apartado 1 del Artículo IV y con el Artículo V de esta Convención; y el término « productos vegetales » designa a los productos no manufacturados y molidos de origen vegetal, incluyendo las semillas que no se incluyen en la definición del término « plantas ».

2. Las disposiciones de esta Convención pueden igualmente aplicarse, si los Gobiernos contratantes lo consideran oportuno, a los lugares de almacenamiento, envases, vehículos, material de empaque y todas las demás materias que acompañan a las plantas, incluyendo la tierra que entra en el transporte internacional de plantas y productos vegetales.

3. Esta Convención se refiere especialmente a las plagas y enfermedades de importancia para el comercio internacional.

ARTÍCULO III

Acuerdos Suplementarios

1. La Organización de las Naciones Unidas para la Agricultura y la Alimentación (que en lo sucesivo se denominará aquí « FAO ») podrá, por recomendación de un Gobierno contratante o por su propia iniciativa, proponer acuerdos suplementarios referentes a regiones concretas, a determinadas plagas o enfermedades, a ciertas plantas y productos vegetales, a determinados métodos de transporte internacional de plantas y productos vegetales, o acuerdos que, de cualquier otro modo, suplementen las disposiciones de esta Convención, con el fin de resolver problemas especiales de protección fitosanitaria que necesiten particular atención o cuidado.

2. Todo acuerdo suplementario de este tipo entrará en vigor, para cada Gobierno contratante, después de su aceptación, de conformidad con las disposiciones de la Constitución y del Reglamento Interior de la FAO.

[1] For corrections, see p. 2799.

ARTÍCULO IV

Organización Nacional de Protección Fitosanitaria

1. Cada Gobierno contratante tomará las disposiciones necesarias para organizar, a la brevedad posible, y en la mejor forma que pueda:

(*a*) una organización oficial de protección fitosanitaria, encargada principalmente de:

(i) la inspección de plantas en cultivo, de las tierras cultivadas (incluso campos, plantaciones, viveros, jardines e invernaderos) y de las plantas y productos vegetales en almacenes y en tránsito, particularmente con el fin de señalar la existencia o la aparición y difusión da plagas y enfermedades de plantas y de combatirlas;

(ii) la inspección de las partidas de plantas y productos vegetales que circulen en el tráfico internacional y, en la medida de lo posible, la inspección de las partidas de otros artículos o productos que circulen en el tráfico internacional en condiciones en que puedan actuar incidentalmente como portadores de plagas y enfermedades de plantas y productos vegetales, y la inspección y vigilancia de toda clase de instalaciones de almacenamiento y transporte que se utilicen en el tráfico internacional, bien sea de plantas y productos vegetales o de otros productos, particularmente con el fin de prevenir la difusión de plagas y enfermedades de plantas y productos vegetales a través de las fronteras nacionales;

(iii) la desinfectación o desinfección de las partidas de plantas y productos vegetales que circulen en el tráfico internacional; y de sus envases, lugares de almacenamiento y toda clase de medios de transporte;

(iv) la expedición de certificados (a los que en adelante se denominará « certificados fitosanitarios ») referentes al estado sanitario y al origen de las partidas de plantas y productos vegetales.

(*b*) un servicio de información responsable de la distribución dentro del país, de los informes sobre plagas y enfermedades de las plantas y productos vegetales y sobre los medios de prevenirlas y combatirlas;

(*c*) un establecimiento de investigaciones en el campo de la protección fitosanitaria.

2. Cada Gobierno contratante presentará una descripción de todas las actividades de su organización nacional de protección fitosanitaria al Director General de la FAO, quien hará llegar dicha información a todos los Gobiernos contratantes.

ARTÍCULO V

Certificados Fitosanitarios

1. Los Gobiernos contratantes adoptarán las disposiciones convenientes para la expedición de certificados fitosanitarios de acuerdo con los reglamentos de protección fitosanitaria de los otros Gobiernos contratantes, y en conformidad con las siguientes estipulaciones:

(*a*) La inspección será efectuada y los certificados expedidos solamente por funcionarios técnicamente competentes y debidamente autorizados, o bajo la responsabilidad de los mismos, y en circunstancias tales y en posesión de conocimientos e información de tal naturaleza, que las autoridades de los países importadores puedan aceptarlos con la confianza de que son documentos fehacientes.

(*b*) Los certificados que amparen el material destinado a la plantación o propagación deberán redactarse en la forma que se indica en el Anexo de esta Convención e incluirá todas las declaraciones adicionales que exija el país importador. El modelo de certificado podrá utilizarse también para otras plantas o productos vegetales cuando se considere conveniente y siempre que tal procedimiento no esté en pugna con los requisitos que imponga el país importador.

(*c*) Los certificados no deberán presentar alteraciones ni raspaduras.

2. Los Gobiernos contratantes se comprometen a no exigir que las remesas de plantas destinadas a la plantación o propagación, que se importan a sus territorios, vayan acompañadas de certificados fitosanitarios emitidos en forma distinta al modelo establecido en el Anexo de esta Convención.

ARTÍCULO VI

Requisitos Relativos a la Importación

1. Con el fin de impedir la introducción de enfermedades y plagas de plantas en sus respectivos territorios, los Gobiernos contratantes tendrán plena autoridad para reglamentar la entrada de plantas y productos vegetales y, a este efecto, pueden:

(*a*) imponer restricciones o requisitos a la importación de plantas y productos vegetales;

(*b*) prohibir la importación de determinadas plantas o productos vegetales o de determinadas partidas de plantas o productos vegetales;

(*c*) inspeccionar o retener determinadas remesas de plantas o productos vegetales;

(*d*) someter a tratamiento, destruir, o prohibir la entrada a determinadas remesas de plantas o productos vegetales, o exigir que dichas remesas sean sometidas a tratamiento o destruídas.

2. Con el fin de reducir al mínimo las dificultades que pudieran surgir en el comercio internacional, los Gobiernos contratantes se comprometen a poner en práctica las disposiciones mencionadas en el párrafo 1 de este Artículo, de acuerdo con las siguientes condiciones:

(*a*) Los Gobiernos contratantes, al aplicar sus reglamentos de protección fitosanitaria, no tomarán ninguna de las medidas especificadas en el párrafo 1 de este Artículo, a menos que resulten necesarias debido a consideraciones fitosanitarias.

(*b*) Si un Gobierno contratante establece restricciones o requisitos a la importación de plantas y productos vegetales dentro de su territorio, deberá hacer públicas dichas restricciones o requisitos y comunicarlas inmediatamente a los servicios de protección fitosanitaria de los demás Gobiernos contratantes y a la FAO.

(*c*) Si un Gobierno contratante, con arreglo a las disposiciones de su legislación de protección fitosanitaria, prohibe la importación de cualquier planta o producto vegetal, deberá publicar su decisión, junto con las razones en que se basa, e informar inmediatamente a los servicios de protección fitosanitaria de los demás Gobiernos contratantes y a la FAO.

(*d*) Si un Gobierno contratante exige que las remesas de ciertas plantas o productos vegetales se importen solamente a través de determinados puntos de entrada, dichos puntos deberán ser seleccionados de manera que no se entorpezca sin necesidad el comercio internacional. El respectivo Gobierno contratante publicará una lista de dichos puntos de entrada, lista que será transmitida a los servicios de protección fitosanitaria de los demás Gobiernos contratantes y a la FAO. Estas restricciones respecto a los puntos de entrada no se establecerán, a menos que las plantas o productos vegetales en cuestión necesiten ir amparados por certificados fitosanitarios o ser sometidos a inspección o tratamiento.

(*e*) Cualquier inspección que haga el servicio de protección fitosanitaria de un Gobierno contratante, en lo que respecta a las remesas de plantas que se ofrecen para la importación, deberá efectuarse lo más pronto posible, tomando debidamente en cuenta la alterabilidad de los productos respectivos. Si se encuentra que una remesa no se ajusta a los requisitos de la legislación de protección fitosanitaria del país importador, deberá informarse al servicio de protección fitosanitaria del país exportador. Si se destruye la remesa, en su totalidad o en parte, deberá enviarse inmediatamente un informe oficial al servicio de protección fitosanitaria del país exportador.

(*f*) Los Gobiernos contratantes deberán adoptar medidas que, sin poner en peligro a sus propias plantas, reduzcan al mínimo el número de casos en que se requiera un certificado fitosanitario para la entrada de plantas o productos vegetales no destinados a la plantación, como por ejemplo, cereales, frutas, verduras y flores en tallo.

(*g*) Los Gobiernos contratantes dictarán las disposiciones necesarias para permitir la importación, con fines de investigación científica, de plantas y productos vegetales, lo mismo que de especímenes de enfermedades y plagas, en condiciones que faciliten la adopción de amplias precauciones contra el riesgo de difusión de dichas enfermedades y plagas.

3. Las medidas especificadas en este Artículo no

se aplicarán a las mercancías en tránsito a través del territorio de cada uno de los Gobiernos contratantes, a menos que dichas medidas sean necesarias para la protección de sus propias plantas.

ARTÍCULO VII

Cooperación Internacional

Los Gobiernos contratantes cooperarán en la mayor medida posible para el cumplimiento de los fines de la presente Convención, y particularmente:

(*a*) Todos los Gobiernos contratantes convienen en cooperar con la FAO para el establecimiento de un servicio mundial de información fitosanitaria utilizando plenamente los medios y servicios de las organizaciones que ya existen para este fin, y, una vez instituído éste, en proporcionar periódicamente a la FAO la siguiente información:

(i) datos sobre la existencia, aparición y difusión de plagas y enfermedades de plantas y productos vegetales que son considerados como económicamente importantes y que pueden constituir un peligro inmediato o potencial;

(ii) datos sobre los medios que se consideren eficaces para combatir las enfermedades y plagas de las plantas y de los productos vegetales.

(*b*) Los Gobiernos contratantes participarán, en la medida de lo posible, en todas las campañas especiales para combatir determinadas plagas o enfermedades destructivas que puedan amenazar seriamente los cultivos y exijan medidas internacionales para hacer frente a las emergencias.

ARTÍCULO VIII

Organizaciones Regionales de Protección Fitosanitaria

1. Los Gobiernos contratantes se comprometen a cooperar entre sí para establecer organizaciones regionales de protección fitosanitaria en las zonas apropiadas.

2. Las organizaciones regionales de protección fitosanitaria funcionarán como organismos de coordinación en las zonas de su jurisdicción y participarán en las distintas actividades encaminadas a alcanzar los objetivos de esta Convención.

ARTÍCULO IX

Ajuste de Diferencias

1. Si surge alguna disputa respecto a la interpretación o aplicación de esta Convención, o si uno de los Gobiernos contratantes estima que la actitud de otro Gobierno contratante está en conflicto con las obligaciones que imponen a éste los Artículos V y VI de la Convención y, especialmente, en lo que se refiere a las razones que tenga para prohibir o restringir las importaciones de plantas o productos vegetales procedentes de sus territorios, el Gobierno o Gobiernos interesados pueden pedir al Director General de la FAO que designe un comité para que estudie la cuestión en disputa.

2. El Director General de la FAO, después de haber consultado con los Gobiernos interesados, nombrará un comité de expertos del cual formarán parte representantes de esos Gobiernos. Dicho comité estudiará la cuestión en disputa tomando en cuenta todos los documentos y demás pruebas fehacientes presentados por los Gobiernos interesados. El comité deberá presentar un informe al Director General de la FAO quien, a su vez, lo transmitirá a los Gobiernos interesados y a los demás Gobiernos contratantes.

3. Los Gobiernos contratantes convienen en que las recomendaciones de dicho comité, aunque no tienen carácter obligatorio, constituirán la base para que los Gobiernos interesados examinen de nuevo las cuestiones que dieron lugar al desacuerdo.

4. Los Gobiernos interesados sufragarán por igual los gastos de los expertos.

ARTÍCULO X

Substitución de Acuerdos Anteriores

Esta Convención dará fin y substituirá, entre los Gobiernos contratantes, a la Convención Internacional respecto a las medidas que deben tomarse contra la *Phylloxera vastatrix*, suscrita el 3 de noviembre de 1881 y a la Convención adicional firmada en Berna el 15 de abril de 1889, y a la Convención Internacional de Protección Fitosanitaria firmada en Roma el 16 de abril de 1929.

ARTÍCULO XI

Aplicación Territorial

1. Todo Gobierno puede, en el momento de la ratificación o de la adhesión, o posteriormente, enviar al Director General de la FAO la declaración de que esta Convención se extenderá a todos o a algunos de los territorios de cuyas relaciones internacionales sea responsable, y esta Convención se aplicará a todos los territorios especificados en dicha declaración, a partir del trigésimo día en que haya sido recibida por el Director General.

2. Todo Gobierno que haya enviado al Director General de la FAO una declaración de acuerdo con el párrafo 1 de este Artículo podrá, en cualquier momento, enviar una nueva declaración modificando el alcance de cualquier declaración anterior o poniendo fin a la aplicación de las disposiciones de la presente Convención en cualquiera de sus territorios.

ARTÍCULO XII

Ratificación y Adhesión

1. Está Convención quedará abierta a la firma de los Gobiernos hasta el 1° de mayo de 1952 y deberá ser ratificada a la mayor brevedad posible. Los instrumentos de ratificación serán depositados en la oficina del Director General de la FAO, quien comunicará a todos los Gobiernos signatarios la fecha en que se haya verificado el depósito.

2. Tan pronto como haya entrado esta Convención en vigor, conforme a lo dispuesto en el Artículo XIV, quedará abierta a la adhesión de los Gobiernos no signatarios. La adhesión se efectuará mediante la entrega del instrumento de adhesión al Director General de la FAO, quien comunicará el particular a todos los Gobiernos signatarios y adheridos.

ARTÍCULO XIII

Enmiendas

1. Cualquier propuesta que haga un Gobierno contratante para enmendar esta Convención deberá comunicarse al Director General de la FAO.

2. Cualquier propuesta de enmienda a esta Convención, que reciba el Director General de la FAO de un Gobierno contratante, deberá ser presentada en un período ordinario o extraordinario de sesiones de la Conferencia de la FAO para su aprobación y, si la enmienda implica cambios técnicos de importancia, o impone obligaciones adicionales a los Gobiernos contratantes, deberá ser estudiada por un comité consultivo de especialistas que convoque la FAO antes de la Conferencia.

3. El Director General de la FAO deberá dar aviso a los Gobiernos contratantes de cualquier proyecto de enmienda a esta Convención, antes de que se haya distribuído la agenda del período de sesiones de la Conferencia en el cual habrá de ser considerada dicha enmienda.

4. Cualquiera de las enmiendas a la Convención, así propuesta, requerirá la aprobación de la Conferencia de la FAO y entrará en vigor después de los treinta días de haber sido aceptada por las dos terceras partes de los Gobiernos contratantes. Las enmiendas que impliquen nuevas obligaciones para los Gobiernos contratantes entrarán en vigor, para cado uno de dichos Gobiernos, solamente después de que la hayan aceptado y de que hayan transcurrido treinta días de dicha aceptación.

5. Los instrumentos de aceptación de las enmiendas que impliquen nuevas obligaciones deberán depositarse en el despacho del Director General de la FAO, quien a su vez deberá informar a todos los Gobiernos contratantes el recibo de las aceptaciones y la entrada en vigor de las enmiendas.

ARTÍCULO XIV

Vigencia

Tan pronto como esta Convención haya sido ratificada por tres de los Gobiernos signatarios entrará en vigor entre ellos. Para cada Gobierno que la ratifique o que se adhiera en lo sucesivo, entrará en vigor a partir de la fecha de depósito de su instrumento de ratificación o adhesión.

ARTÍCULO XV

Denuncia

1. Todo Gobierno contratante podrá en cualquier momento denunciar esta Convención mediante notificación dirigida al Director General de la FAO. El Director General informará inmediatamente a todos los Gobiernos signatarios y adheridos.

2. La denuncia surtirá efecto un año después de la fecha en que el Director General de la FAO haya recibido la notificación.

ANEXO

MODELO DE CERTIFICADO FITOSANITARIO

SERVICIO DE PROTECCIÓN FITOSANITARIA

DE ..... No. .....

Por la presente se certifica
que las plantas, partes de plantes o productos vegetales que se describen a continuación, o muestras representatives de las mismas, fueron minuciosamente examinadas el día (fecha) ..... por (nombre) ..... funcionario autorizado del (servicio) ..... quien a su buen entender las encontró esencialmente libres de enfermedades y plagas dañinas; y que la remesa parece ajustarse a las disposiciones fitosanitarias vigentes en el país importador que se especifican en las declaraciones adicionales siguientes o en otra parte.

Tratamiento de fumigación o de desinfección (si lo exige el país importador):

Fecha ..... Tratamiento .....

Duración del tratamiento ..... Productos químicos utilizados, concentración .....

Declaraciones adicionales (si las exige el país importador):

..... 19.....

.....
(FIRMA)

.....
(CARGO)

(Sello del Servicio)

DESCRIPCIÓN DEL ENVIO

Nombre y dirección del exportador: .....

Nombre y dirección del destinatario: .....

Número y descripción de los bultos: .....

Marcas distintivas: .....

Origen (si lo exige el país importador): .....

Medios de transporte: .....

Punto de entrada: .....

Cantidad y nombre del producto: .....

Nombre botánico (si lo exige el país importador): .....

DONE *at Rome, Italy, on the sixth day of December, one thousand nine hundred and fifty-one, in a single copy in the English, French and Spanish languages, each of which shall be of equal authenticity. This document shall be deposited in the archives of the Food and Agriculture Organization of the United Nations. Certified copies shall be transmitted by the Director-General of the Food and Agriculture Organization to each signatory and adhering Government.*

IN WITNESS WHEREOF *the undersigned, duly authorized to that effect, have signed this Convention on behalf of their respective Governments on the dates appearing opposite their signatures.*

FAIT *à Rome, Italie, le six décembre mille neuf cent cinquante et un, en un seul exemplaire en anglais, français et espagnol, chaque texte faisant également foi. Les originaux seront déposés dans les archives de l'Organisation des Nations Unies pour l'Alimentation et l'Agriculture. Des copies certifiées conformes seront remises par le Directeur général de l'Organisation des Nations Unies pour l'Alimentation et l'Agriculture à chacun des Etats signataires ou adhérents.*

EN FOI DE QUOI *les soussignés, dûment autorisés à cet effet, ont signé la présente Convention au nom de leurs gouvernements respectifs aux dates indiquées en regard de leurs signatures.*

HECHO *en Roma, Italia, a los seis de diciembre de mil nueve ciento cincuenta y uno, en un solo ejemplar en los idiomas inglés, francés, y español, cada uno de los cuales será igualmente auténtico. La presente Convención quedará depositada en los archivos de la Organización de las Naciones Unidas para la Agricultura y la Alimentación. El Director General de la Organización de las Naciones Unidas para la Agricultura y la Alimentación enviará copias certificadas a cada Gobierno signatario o adherido.*

EN FE DE LO CUAL *los que suscriben, debidamente autorizados al efecto, firman esta Convención en nombre de sus respectivos Gobiernos, en las fechas indicadas frente a sus firmas.*

For Austria:
Pour l'Autriche:
Por Austria:

6th of December 1951

For the Kingdom of Belgium:
Pour le Royaume de Belgique:
Por el Reino de Bélgica:

6 décembre 1951.
ad referendum

For Brazil:
Pour le Brésil:
Por el Brasil:

For Canada:
Pour le Canada:
Por el Canadá:

For Ceylon:
Pour le Ceylan:
Por Ceilán:

For Egypt:
Pour l'Egypte:
Por Egipto:

TIAS 7465

For France:
Pour la France:
Por Francia.

André Maye
6 decembre 1951
ad referendum

For India.
Pour l'Inde:
Por la India.

30/4/52

For the United States of Indonesia:
Pour les Etats-Unis d'Indonésie:
Por los Estados Unidos de Indonesia.

December 6, 1951

For Ireland:
Pour l'Irlande:
Por Irlanda.

Thomas Walsh.
6th December, 1951
ad Ref.

For Israel:
Pour Israël:
Por Israel:

For Japan:
Pour le Japon:
Por el Japón:

For Lebanon:
Pour le Liban:
Por el Libáno:

For the Grand Duchy of Luxembourg:
Pour le Gran Duché de Luxembourg:
Por el Gran Ducado de Luxemburgo:

For the Kingdom of the Netherlands:
Pour le Royaume des Pays-Bas:
Por el Reino de Holanda:

6. 12. 51

For New Zealand:
Pour la Nouvelle-Zélande:
Por Nueva Zelandia:

6 12 51

For Pakistan:
Pour le Pakistan:
Por el Pakistán:

For the Republic of the Philippines:
Pour la République des Philippines:
Por la República de Las Filipinas:

subject to confirmation
19/6/51

For Portugal:
Pour le Portugal:
Por Portugal:

6 Dec 51.

For Spain:
Pour l'Espagne:
Por España:

10 diciembre 51

For Switzerland:
Pour la Suisse:
Por Suiza:

6 déc 1951.

For Thailand:
Pour la Thaïlande:
Por Tailandia.

Phra Chao Kaeha Kā.
Dec. 51

For the Union of South Africa:
Pour l'Union Sud-Africaine:
Por la Unión Sudafricana:

6th Dec. 1951

For the United Kingdom of Great Britain and Northern Ireland:
Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord:
Por el Reino Unido de la Gran Bretaña e Irlanda del Norte:

6 12.51 Ad Ref.

For the United States of America:
Pour les Etats-Unis d'Amérique:
Por los Estados Unidos de América:

ad ref
6 12 '51

For Viet-Nam:
Pour le Viet-Nam:
Por Viet-Nam:

For Yugoslavia. Deliberi folkrtić ad. ref.
Pour la Yougoslavie: 6. Dec. 57
Por Yugoeslavia.

For Cuba -- Carlos Martínez Márquez
Pour 6 de diciembre de 1951
Por

For Denmark Ole Bjerrum ad ref.
Pour 6. Dec. 1951
Por

For El Salvador Rodolfo Schmeubery ad. ref.
Pour 6 Dec. 1951
Por

TIAS 7465

95-005 O 73 - 23

For
Pour
Por Sweden Johan Beck-Friis
11 Dec 1951

For
Pour
Por Haiti Antoine Jonassaint ad ref
2 février 1952

For
Pour
Por Ecuador - Ad referendum
12 Marzo 1952

For
Pour
Por Chile C. Campo R.
3 - Abril 1952

For
Pour
Por Guatemala [signature] Ad-referendum
23 Abril 1952 —

For
Pour
Por Costa Rica Teodoro B Castro C Ad-Referendum
28 abril 1952

For
Pour
Por Colombia, [signature]
Embajador de Colombia
29 Abril de 1952

For
Pour
Por la République fédérale d'Allemagne (ad referendum)
Hermann Mertens
Ambassadeur d'Allemagne, 30 avril 52.

For The Government of the Commonwealth of Australia
Pour
Por
W. Kellaway
30th April 1952

For Uruguay. Ad Referendum
Pour
Por
Roma, 30 de Abril de 1952.

I hereby certify that this text is a true copy of the International Plant Protection Convention as signed in Rome *by the representatives of 37 governments between December 6, 1951 and 1 May 1952.*

Je certifie que ce texte est une copie exacte de la Convention internationale pour la protection des végétaux, signée à Rome *par les représentants de 37 gouvernements entre le 6 décembre 1951 et le 1er mai 1952.*

Por la presente certifico que este texto es copia fiel de la Convención Internacional de Protección Fitosanitaria, firmada en Roma *por los representantes de 37 Gobiernos entre el 6 de diciembre de 1951 y el 1 de mayo de 1952.*

Rome, 26 May 1952
Rome, 26 mai 1952
Roma, 26 de mayo de 1952

Norris E. Dodd
NORRIS E. DODD

Director-General of the Food and Agriculture Organization of the United Nations

Directeur Général de l'Organisation des Nations Unies pour l'Alimentation et l'Agriculture

Director General de la Organización de las Naciones Unidas para la Agricultura y la Alimentación.

CONVENCION INTERNACIONAL DE PROTECCION FITOSANITARIA

ENMIENDAS AL TEXTO ESPAÑOL

Enmiendas al texto español de la Convención Internacional de Protección Fitosanitaria aprobadas por la Conferencia de la FAO en su Séptimo Período de Sesiones, el día 10 de diciembre de 1953. Estas enmiendas entraron en vigor el 11 de julio de 1954, de conformidad con lo dispuesto en el párrafo 4 del Artículo XIII de la Convención.

A. Reemplazar el párrafo 2 del Artículo IV, el párrafo 2 del Artículo XI, el párrafo 3 del Artículo XIII, y el penúltimo párrafo, con los textos siguientes:

ARTÍCULO IV, parrafo 2:

2. Cada uno de los Gobiernos contratantes presentara una Memoria acerca del alcance de su organización nacional de protección fitosanitaria y de las modificaciones que en la misma se introduzcan, al Director General de la FAO, el cual transmitirá dicha información a todos los Gobiernos contratantes.

ARTÍCULO XI, párrafo 2:

2. Todo Gobierno que haya enviado al Director General de la FAO una declaración de acuerdo con el parrafo 1 de este Artículo, podrá, en cualquier momento, enviar una nueva declaración que modifique el alcance de cualquier declaración anterior o que haga cesar la aplicación de las disposiciones de la presente Convención a cualquier territorio. Dicha modificación o cancelación surtirá efectos treinta días después de la fecha en que la declaración haya sido recibida por el Director General.

ARTÍCULO XIII, párrafo 3:

3. El Director General de la FAO notificará a los Gobiernos contratantes cualquier propuesta de enmienda de la presente Convención, a más tardar, en la fecha en que se envíe el programa del período de sesiones de la Conferencia en el cual haya de considerarse dicha enmienda.

Párrafo penúltimo:

HECHO *en Roma, Italia, el día seis de diciembre de mil novecientos cincuenta y uno, en un ejemplar unico en inglés, frances y español, cada uno de los cuales será igualmente auténtico. La presente Convención quedará depositada en los archivos de la Organización de las Naciones Unidas para la Agricultura y la Alimentación. El Director General de la Organización de las Naciones Unidas para la Agricultura y la Alimentación enviará copias certificadas a cada uno de los Gobiernos signatarios o adheridos.*

B. Añadir al Artículo XI un tercer párrafo que diga:

ARTÍCULO XI, párrafo 3:

3. El Director General de la FAO informará a todos los Gobiernos signatarios y adheridos, de cualquier declaración recibida con arreglo al presente Artículo.

C. Suprimir en el « Anexo » las palabras « (si las exige el país importador) », que aparecen en la línea décimocuarta del mismo, después de las palabras « Declaraciones adicionales ».

22 SEP 1954

Director-General
Organización de las Naciones Unidas
para la Agricultura y la Alimentación

Translation

INTERNATIONAL PLANT PROTECTION CONVENTION

Amendments to the Spanish Text

Amendments to the Spanish text of the International Plant Protection Convention approved by the FAO Conference at its Seventh Session, December 10, 1953. These amendments entered into force on July 11, 1954, in conformity with the provisions of Article XIII (4) of the Convention.

A. Replace paragraph 2 of Article IV, paragraph 2 of Article XI, paragraph 3 of Article XIII, and the penultimate paragraph, with the following texts

Article IV, paragraph 2

2. Each contracting Government shall submit a description of the scope of its national organization for plant protection and of changes in such organization to the Director-General of FAO, who shall circulate such information to all contracting Governments.

Article XI, paragraph 2

2. Any Government which has communicated to the Director-General of FAO a declaration in accordance with paragraph 1 of this Article may at any time communicate a further declaration modifying the scope of any former declaration or terminating the application of the provisions of the present Convention in respect of any territory Such modification or termination shall take effect as from the thirtieth day after the receipt of the declaration by the Director-General.

Article XIII, paragraph 3

3. Notice of any proposed amendment of this Convention shall be transmitted to the contracting Governments by the Director-General of FAO not later than the time when the agenda of the session of the Conference at which the matter is to be considered is dispatched.

Penultimate paragraph

Done at Rome, Italy, on the sixth day of December, one thousand nine hundred and fifty-one, in a single copy in the English, French, and Spanish languages, each of which shall be of equal authenticity This document shall be deposited in the archives of the Food and Agriculture Organization of the United Nations. Certified copies shall be transmitted by the Director-General of the Food and Agriculture Organization to each signatory and adhering Government.

B. Add to Article XI a third paragraph reading as follows

Article XI, paragraph 3

3. The Director-General of FAO shall inform all signatory and adhering Governments of any declaration received under this Article.

C. In the Annex, delete the words "(if required by importing country)" appearing in the fourteenth line, following the words "Additional declaration"

P V CARDON

Director-General
Food and Agriculture Organization
of the United Nations

PAKISTAN

Agricultural Commodities

Agreement signed at Islamabad September 21, 1972; Entered into force September 21, 1972.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PAKISTAN FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Pakistan have agreed to the sale of the commodity specified below. This Agreement shall consist of the Preamble, Parts I and III of the May 11, 1967 Agreement, the Convertible Local Currency Credit Annex of the August 3, 1967 Agreement, [1] and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Wheat/wheat flour (in wheat equivalent)	1973	600, 000	$39. 6
		TOTAL	$39. 6

ITEM II. Payment Terms:

Convertible Local Currency Credit

1. Initial Payment - 5 Percent
2. Number of Installment Payments - 31
3. Amount of Each Installment Payment - Approximately equal annual amounts.
4. Due Date of First Installment Payment - 10 years after date of last delivery of commodities in each calendar year.
5. Initial Interest Rate - 2 Percent
6. Continuing Interest Rate - 3 Percent

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[1] TIAS 6258, 6320; 18 UST 512, 1757.

ITEM III. Usual Marketing Table:

Commodity	Import Period (United States Fiscal Year)	Usual Marketing Requirements (Metric Tons)
Wheat/wheat flour (in wheat equivalent)	1973	100,000 MT

ITEM IV. Export Limitations:

A. With respect to each commodity financed under this Agreement, the export limitation period for the same or like commodity shall be for United States Fiscal Year 1973 or any subsequent United States Fiscal Year during which the commodities financed under this Agreement are being imported or utilized, whichever is later.

B. For the purposes of Part I, Article III. A. 3 of the Agreement, the commodities considered to be the same as, or like, the commodities financed under this Agreement are: wheat and wheat flour and products thereof.

ITEM V. Self-Help Measures:

The Government of Pakistan agrees to give priority attention to:

A. Formulating incentive foodgrain production policies based on the findings of the foodgrain policy study scheduled for completion in the last quarter of this calendar year.

B. Developing agricultural research programs that will (1) concentrate on identifying improved cultural practices for rain-fed areas and (2) concentrate on several major crops and soil and water management practices.

ITEM VI. Economic Development Purposes for which Proceeds Accruing to Importing Country are to be Used:

For the purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Ocean Freight (Differential):

The Government of the exporting country shall bear the cost of the ocean freight differential for the commodities it requires to be carried in United States flag vessels but, notwithstanding the provisions of paragraph I of the Convertible Local Currency Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

IN WITNESS WHEREOF, the respective representatives, duly authorized for the purpose, have signed the present Agreement. DONE at Islamabad, in duplicate, this 21st day of September, 1972.

FOR THE GOVERNMENT OF PAKISTAN

[SEAL] By: S. S. IQBAL HOSAIN

Name: S. S. Iqbal Hosain
Title: *Secretary, Economic Affairs Division*

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

[SEAL] By: SIDNEY SOBER

Name: Sidney Sober
Title: *Chargé d'Affaires ad interim*

VIET-NAM

Agricultural Commodities

Agreement amending the agreement of April 19, 1972, as amended. Effected by exchange of notes Signed at Saigon September 26, 1972; Entered into force September 26, 1972.

The American Ambassador to the Vietnamese Minister of Foreign Affairs

No. 239 SEPTEMBER 26, 1972

EXCELLENCY

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments April 19, 1972, as amended, [1] and to propose a further amendment as follows In Part II, Item I, Commodity Table, increase maximum export market value for line item rice, 198,000 M/T, to $34.1 million, and increase total to $60.9 million.

All other terms and conditions of the April 19, 1972 Agreement, as amended, remain unchanged.

If the foregoing is acceptable to your Government, I propose that this note and your reply thereto constitute an Agreement between our two Governments effective the date of your note in reply

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

Sincerely yours,

ELLSWORTH BUNKER

Ellsworth Bunker
American Ambassador

His Excellency
TRAN VAN LAM
Minister of Foreign Affairs
Republic of Vietnam
Saigon, Vietnam

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[1] TIAS 7322, 7342, 7456, *ante*, pp. 614, 786, 2656.

The Vietnamese Minister of Foreign Affairs to the American Ambassador

REPUBLIC OF VIETNAM
MINISTRY OF FOREIGN AFFAIRS

No. 4316/EF/HT

SAIGON, *September 26, 1972*

EXCELLENCY:

I have the honour to acknowledge receipt of Your Excellency's Note No 239 dated September 26, 1972 which reads as follows.

"I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments April 19, 1972, as amended, and to propose a further amendment as follows In Part II, Item I, Commodity Table, increase maximum export market value for line item rice, 198,000 M/T, to $34.1 million, and increase total to $60.9 million.

All other terms and conditions of the April 19, 1972 Agreement, as amended, remain unchanged.

If the foregoing is acceptable to your Government, I propose that this note and your reply thereto constitute an Agreement between our two Governments effective the date of your note in reply

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

I have the honor to confirm to Your Excellency my concurrence in the contents of Your Note.

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

[SEAL] TRAN VAN LAM

Tran-Van-Lam
Minister of Foreign Affairs

His Excellency
ELLSWORTH BUNKER
Ambassador of the United States of America
Saigon

REPUBLIC OF CHINA

Trade in Cotton Textiles

Agreement correcting the agreement of December 30, 1971.
Effected by exchange of notes
Signed at Washington October 4, 1972;
Entered into force October 4, 1972.

The Secretary of State to the Chinese Ambassador

DEPARTMENT OF STATE
WASHINGTON

OCTOBER 4, 1972

EXCELLENCY:

I have the honor to refer to the agreement between the United States of America and the Republic of China concerning trade in cotton textiles effected by exchange of notes at Washington, D.C. on December 30, 1971.[1]

It is noted that the agreed level for Category 26/27 in paragraph 5 is 5,531,239 square yard equivalent, while the exchange of notes incorrectly states the level as 5,032,599 square yards equivalent.

I propose that this note and your Excellency's note in confirmation constitute a correction of the agreement concerning trade in cotton textiles between our two Governments.

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

For the Secretary of State:

WILLIS C. ARMSTRONG

His Excellency
JAMES C. H. SHEN,
Chinese Ambassador.

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[1] TIAS 7249; 22 UST 2084.

The Chinese Ambassador to the Secretary of State

EMBASSY OF THE REPUBLIC OF CHINA
WASHINGTON, D.C. 20008

OCTOBER 4, 1972

EXCELLENCY:

I have the honor to acknowledge the receipt of your Excellency's note of October 4, 1972, concerning the level specified for Category 26/27 in paragraph 5 of the agreement concerning cotton textiles dated December 30, 1971, between the Republic of China and the United States of America.

I further have the honor to inform your Excellency that your note conforms with the understanding of the Government of the Republic of China.

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

JAMES C. H. SHEN

James C. H. Shen
Ambassador of the Republic of China

His Excellency
WILLIAM P. ROGERS
Secretary of State
Department of State
Washington, D.C.

MEXICO

Military Training Scholarships: Deposits Under Foreign Assistance Act of 1971

Agreement effected by exchange of notes
Dated at México April 4 and July 12, 1972;
Entered into force July 12, 1972;
Effective February 7, 1972.

The American Embassy to the Mexican Secretariat of Foreign Relations

No. 458

The Embassy of the United States of America presents its compliments to the Secretariat of Foreign Relations and has the honor to refer to recent discussions regarding the United States Foreign Assistance Act of 1971 [1] which includes a provision requiring payment to the United States Government of ten percent of the value of military training scholarships provided to other countries.

In accordance with that provision, it is proposed that the Government of Mexico will deposit, in an account to be specified by the United States Government and at a rate of exchange which is not less favorable to the United States Government than the best legal rate at which United States dollars are sold by authorized dealers in Mexico on the date deposits are made, an amount in pesos equal to ten percent of the value of such scholarships.

The Government of Mexico will be notified annually of the training for which funds have been obligated and the total value thereof. The deposits in question will be due and payable upon request within one year following the aforesaid notification.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961[2].

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[1] 86 Stat. 26; 22 U.S.C. § 2321 g.
[2] 75 Stat. 527; 22 U.S.C. § 2451 note.

Finally, it is proposed that a reply from the Secretariat agreeing to the foregoing shall, together with this note, constitute an agreement between the two governments effective from and after February 7, 1972 and applicable to training funded or agreed to on or after that date.

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

H. F. M. Jr.

Embassy of the United States of America,
Mexico, D. F., *April 4, 1972.*

The Mexican Secretariat of Foreign Relations to the American Embassy

ESTADOS UNIDOS MEXICANOS
SECRETARIA DE RELACIONES EXTERIORES
MEXICO

506012

La Secretaría de Relaciones Exteriores saluda atentamente a la Embajada de los Estados Unidos de América y tiene el honor de referirse a su nota número 458, de fecha 4 de abril del presente año, en la que comunicó que la ley norteamericana de 1971 sobre asis tencia al extranjero obliga a su Gobierno a cobrar el diez por ciento del valor de las becas para entrenamiento militar concedidas a otros países.

En tal virtud, la Embajada propone que el Gobierno de México deposite en una cuenta especial, al tipo de cambio corriente, el importe del diez por ciento del valor de las becas de esa índole que le sean otorgadas, en la inteligencia de que los fondos de esa cuenta serían utilizados por el Gobierno de los Estados Unidos de América para sus gastos oficiales en México, entre otros los ocasionados por las actividades de intercambio cultural.

En respuesta, la Secretaría manifiesta a la Embajada que el gobierno de México ha tomado nota de que las becas para entrenamiento militar concedidas por el gobierno de los Estados Unidos de América ya no serán gratuitas sino que estarán sujetas al pago del diez por ciento de su valor.

Por otra parte, respecto de las becas para entrenamiento militar que acepte en el futuro y las que hayan sido aceptadas con posterioridad a la notificación de la condición de referencia, el Gobierno de México está anuente en depositar en una cuenta especial, conforme al procedimiento sugerido en los párrafos 2, 3 y 4 de la nota de la Embajada, el diez por ciento de su valor.

Sin embargo, en lugar de la notificación anual que se propone en el párrafo 3 de dicha nota, se solicita que el importe a pagar sea especificado en cada ofrecimiento de beca, de tal manera que las autoridades mexicanas correspondientes puedan conocer exáctamente, al aceptar una beca, las obligaciones pecuniarias que contraen.

La Secretaría de Relaciones Exteriores aprovecha esta ocasión para renovar a la Embajada el testimonio de su más alta consideracíon.

MÉXICO, D. F., *a 12 de julio de 1972.*

A LA EMBAJADA DE LOS ESTADOS UNIDOS DE AMÉRICA,
Ciudad.

Translation

UNITED MEXICAN STATES
SECRETARIAT OF FOREIGN RELATIONS

506012

The Secretariat of Foreign Relations presents its compliments to the Embassy of the United States of America and has the honor to refer to its note No. 458, dated April 4, 1972, stating that the United States Foreign Assistance Act of 1971 requires the Government to charge ten percent of the value of military training scholarships provided to other countries.

In accordance with that provision, the Embassy proposes that the Government of Mexico deposit, in a special account and at the current rate of exchange, an amount equal to ten percent of the value of such scholarships provided, with the understanding that the funds of that account would be used by the Government of the United States of America for its official expenses in Mexico, including, among others, those arising from cultural exchange activities.

In reply, the Department of Foreign Affairs informs the Embassy that the Government of Mexico has noted that the military training scholarships provided by the Government of the United States of America will no longer be free of charge but will be subject to the payment of ten percent of their value.

With respect to the military training scholarships it accepts in the future and those it has accepted after notification of the condition stated above, the Government of Mexico agrees to deposit ten percent of their value in a special account, in accordance with the procedure suggested in the second, third, and fourth paragraphs of the Embassy's note.

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However, instead of the annual notification proposed in the third paragraph of the aforesaid note, it requests that the amount to be paid be specified with each scholarship offer so that the appropriate Mexican authorities may know exactly, on accepting a scholarship, the financial obligations involved.

The Secretariat of Foreign Relations avails itself of this occasion to renew to the Embassy the assurance of its highest consideration.

MEXICO, D.F., *July 12, 1972.*

[Initialed]

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

CANADA

Committee on Water Quality in the St. John River Basin

Agreement effected by exchange of notes Signed at Ottawa September 21, 1972; Entered into force September 21, 1972.

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

DEPARTMENT OF EXTERNAL AFFAIRS — MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

No. GWU-310 — OTTAWA, *September 21, 1972*

EXCELLENCY,

I have the honour to refer to the discussions which have taken place between representatives of our Governments regarding the preservation of the quality of water in the international section of the St. John River and to propose that our Governments establish a Canada-United States Committee on water quality in the St. John River and its tributary rivers and streams which cross the Canada-United States boundary. The composition, purposes and objectives of the Committee, which shall conduct its work in a manner which is consistent with the provisions and objectives of the Boundary Waters Treaty of 1909, [1] are set out in the Annex to this Note.

If the foregoing proposal is acceptable to the Government of the United States of America, I have the honour to propose that this Note, together with its Annex, which are equally authentic in English and French, and Your Excellency's reply to that effect, shall constitute an agreement between our Governments which shall enter into force on the date of your reply.

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[1] TS 548; 36 Stat. 2448.

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

MITCHELL SHARP

Secretary of State
for External Affairs

His Excellency
The Honourable ADOLPH W. SCHMIDT,
Ambassador of the United States of America,
Ottawa.

ANNEX

Whereas the Governments of Canada and the United States in the light of their rights and obligations under Article IV of the Boundary Waters Treaty of 1909 with respect to the avoidance of transboundary pollution, are concerned about the quality of water in the international section of the St. John River and in its tributary rivers and streams which cross the Canada-United States boundary;

Whereas water quality planning has been under way in the St. John River Basin in both countries for more than a year, and proper co-ordination of this planning is urgently required to assure achievement of a unified approach to the problem;

It is hereby agreed that a Canada-United States Committee on Water Quality in the St. John River and its Tributaries crossing the International Boundary (hereinafter referred to as the "Committee") be established to assist the appropriate authorities in Canada and the United States to co-operate in such water quality planning as may be necessary to devise programs which will enhance the quality of water in the St. John River. The Committee will conduct its work in a manner which is consistent with the objectives and provisions of the Boundary Waters Treaty of 1909.

I The purposes of the Committee shall be:

(A) To review periodically progress in the conduct of such water quality planning on both sides of the Canada-United States boundary in the St. John River Basin, with a view to facilitating progress toward enhancement of water quality;

(B) To exchange appropriate information about plans, programs and actions which could affect water quality in the Basin;

(C) To assist in co-ordination and consultation among appropriate authorities on matters and actions affecting water quality;

(D) To make appropriate recommendations to relevant authorities on both sides of the boundary and to the International Joint

Commission (hereinafter referred to as the "Commission") regarding the improvement of water quality in the Basin.

In the conduct of its work the Committee should consider in particular the following aspects of water quality:

(A) The condition of water quality, and the nature, extent and sources of pollution;

(B) The need for and means of defining and achieving agreed international water quality objectives;

(C) The identification of programs and other measures needed to obtain a significant reduction in level of pollution with timetables for accomplishment, including measures related to water quality and rate of flow, taking account of social and economic impacts.

It is understood that discussions within the Committee will serve to enhance and not to replace existing formal and informal discussions or other contacts among federal, state, provincial and local authorities.

II The Committee shall consist of an equal number of members from each country and will include appropriate officials from the Governments of Canada and the United States; the Governments of New Brunswick, Quebec and Maine, and also representatives of the St. John River Planning Board, and the Northern Maine Regional Planning Commission. The members will represent the respective authorities (who will pay such expenses as may be incurred in this respect) and provide the special skills, experience and information required to carry out the above terms of reference. The Committee should have the smallest number of members effectively to perform its functions. Advisors or observers to the Committee may be paid by Governments or serve without salary or expense allowance. The United States and Canadian sections of the Committee shall each designate a Chairman of its section. The Chairmen of the two sections shall be Joint Chairmen of the Committee and shall be responsible for providing proper liaison between the Committee and their respective authorities. The Chairmen will keep their respective section members informed of plans, activities and progress. Each Chairman after consulting the members of his own section of the Committee may appoint a Secretary of that section.

III Upon the completion of its efforts with regard to the co-ordination of water quality planning in the St. John River Basin, the Committee shall provide a report on its progress and activities for the Commission. If the Committee has not completed its work within one year of the date of this Exchange of Notes, it shall in that event provide an interim progress report for the Commission by September 30, 1973, and to the extent necessary, annually thereafter. The Committee shall also provide the Commission with copies of the proceedings of its regular meetings.

The Committee shall also provide a report on its progress and activities for the Governments of Canada and the United States as pilot and co-pilot of the Inland Water Pollution Project of the North Atlantic Treaty Organization's Committee on the Challenges of Modern Society, prior to September 30, 1973, and to the extent necessary, annually thereafter.

French Text of the Canadian Note

DEPARTMENT OF EXTERNAL AFFAIRS MINISTÈRE DES AFFAIRES EXTÉRIEURES

CANADA

N° GWU-310

MONSIEUR L'AMBASSADEUR,

J'ai l'honneur de me référer aux discussions qui ont eu lieu entre les représentants de nos Gouvernements concernant la préservation de la qualité de l'eau dans la section internationale du fleuve Saint-Jean et de proposer que nos Gouvernements forment un Comité canado-américain sur la qualité de l'eau du fleuve Saint-Jean et de ses rivières et ruisseaux tributaires qui traversent la frontière canado-américaine.

La composition, les fonctions et les objectifs du Comité, qui conduira ses travaux conformément aux dispositions et aux objectifs du Traité des eaux limitrophes de 1909, sont exposés dans l'Annexe à cette Note.

Si la proposition qui précède agrée au Gouvernement des Etats-Unis d'Amérique, j'ai l'honneur de proposer que la présente Note et son Annexe, qui font également foi en anglais et en français, ainsi que la réponse de Votre Excellence à cet effet, constituent entre nos deux Gouvernements un accord qui entrera en vigueur à la date de votre réponse.

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

Le Secrétaire d'Etat aux
Affaires extérieures,

MITCHELL SHARP

OTTAWA, *le 21 septembre 1972.*

Son Excellence,
L'Honorable ADOLPH W. SCHMIDT
Ambassadeur des Etats-Unis d'Amérique
Ottawa

ANNEXE

Attendu que les Gouvernements du Canada et des Etats-Unis, à la lumière des droits et des obligations qui leur sont conférés par l'Article IV du Traité des eaux limitrophes de 1909 relativement à la prévention de la pollution outre-frontière, sont préoccupés de la qualité de l'eau dans la section internationale du fleuve Saint-Jean et de ses affluents qui traversent la frontière canado-américaine;

Attendu que la planification relative à la qualité de l'eau dans le réseau du fleuve Saint-Jean est en cours dans les deux pays depuis plus d'un an et qu'il est urgent de coordonner cette planification afin d'aborder le problème de facon concertée;

Il est convenu par la prèsente qu'un Comité canado-américain sur la qualité de l'eau du fleuve Saint-Jean et de ses affluents qui franchissent la frontière internationale (appelé ci-après le "Comité") sera créé pour aider les autorités compétentes du Canada et des Etats-Unis à collaborer dans la planification touchant la qualité de l'eau qui peut s'avérer nécessaire à la mise au point de programmes visant à améliorer la qualité de l'eau du fleuve Saint-Jean. Le Comité conduira ses travaux conformément aux objectifs et aux dispositions du Traité des eaux limitrophes de 1909.

I. Les fonctions du Comité sont:

(A) d'examiner périodiquement les progrès réalisés dans le domaine de la planification de la qualité de l'eau des deux côtés de la frontière canado-américaine dans le réseau du fleuve Saint-Jean, afin d'assurer l'amélioration progressive de la qualité de l'eau;

(B) de permettre l'échange de renseignements pertinents sur les plans, les programmes et les actions susceptibles de modifier la qualité de l'eau dans le réseau;

(C) de faciliter la coordination et les consultations entre les autorités compétentes au sujet des questions et des actions qui influent sur la qualité de l'eau;

(D) de faire des recommandations appropriées aux autorités compétentes des deux côtés de la frontière et à la Commission mixte internationale (appelée ci-après la "Commission"), concernant l'amélioration de la qualité de l'eau dans le réseau.

Dans la conduite de ses travaux, le Comité s'intéressera en particulier aux aspects suivants de la qualité de l'eau:

(A) état de la qualité de l'eau; nature, étendue et sources de la pollution;

(B) nécessité et moyens de définir et de réaliser des objectifs internationaux convenus de qualité de l'eau;

(C) identification des programmes et autres mesures nécessaires pour réduire sensiblement le niveau de la pollution, accom-

pagnés d'un calendrier pour leur mise en œuvre et notamment des mesures relatives à la qualité de l'eau et aux débits, compte tenu de leurs répercussions sociales et économiques.

Il est entendu que les discussions au sein du Comité compléteront et ne remplaceront pas les entretiens de caractère officiel ou officieux ou les autres contacts qui ont lieu entre les autorités fédérales, les autorités de l'état et des provinces et les autorités locales.

II. Le Comité se composera d'un nombre égal de représentants de chaque pays; il comprendra des fonctionnaires compétents des Gouvernements du Canada et des Etats-Unis, des gouvernements du Nouveau-Brunswick, du Québec et du Maine, ainsi que des représentants du Conseil de la planification du fleuve Saint-Jean et de la Commission de la planification régionale du nord du Maine. Les membres représenteront leur organisme respectif (qui paiera les déspenses qui seront effectuées à cet égard) et apporteront les connaissances spéciales, l'expérience et les données requises pour l'exécution du mandat énoncé ci-dessus. Le Comité devra compter le moins de membres possible afin de pouvoir exercer ses fonctions de façon efficace. Les conseillers ou les observateurs auprès du Comité peuvent être rémunérés par les Gouvernements ou travailler sans traitement ni indemnité. Les sections américaine et canadienne du Comité nommeront chacune leur président. Les présidents des deux sections seront présidents conjoints au Comité et assureront la liaison entre le Comité et leurs autorités respectives. Ils tiendront les membres de leur section au courant des projets, des activités et des progrès accomplis. Chaque président peut nommer un secrétaire de section après avoir consulté les membres de cette dernière.

III. Lorsque son travail de coordination de la planification de la qualité de l'eau dans le réseau du fleuve Saint-Jean sera terminé, le Comité présentera un rapport de ses travaux et des progrès réalisés à la Commission. S'il n'a pas terminé ses travaux dans un délai d'un an à compter de la date du présent Echange de Notes, le Comité présentera un rapport provisoire à la Commission avant le 30 septembre 1973 et, s'il y a lieu, tous les ans par la suite. Le Comité fournira aussi à la Commission le texte des procès-verbaux de ses séances ordinaires.

Le Comité présentera aussi un rapport aux Gouvernements du Canada et des Etats-Unis sur l'état de ses travaux en tant que pilote et copilote du projet relatif à la pollution des eaux intérieures mis en œuvre par le Comité de l'OTAN sur les défis de la société moderne, avant le 30 septembre 1973 et, s'il y a lieu, tous les ans par la suite.

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

EMBASSY OF THE UNITED STATES OF AMERICA
OTTAWA, CANADA

No. 176 SEPTEMBER 21, 1972

SIR:

I have the honor to refer to your Note No. GWU 310, of September 21, 1972, with attached Annex, proposing the establishment of a Canada-United States Committee on water quality in the St. John River and its tributary rivers and streams which cross the Canada-United States boundary. The proposal meets with the approval of my Government, and I have the honor to confirm that your Note, together with its Annex, and this reply, shall constitute an agreement between our Governments which shall enter into force on the date of this reply.

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

ADOLPH W. SCHMIDT

The Honorable
MITCHELL SHARP, P.C.,
Secretary of State for External Affairs,
Ottawa.

MULTILATERAL

Whaling

Amendments to the Schedule to the International Whaling Convention of 1946.
Adopted at the Twenty-fourth Meeting of the International Whaling Commission, London, June 26–30, 1972;
Entered into force October 5, 1972.

INTERNATIONAL WHALING COMMISSION
GREAT WESTMINSTER HOUSE, HORSEFERRY ROAD, LONDON, S.W.1P 2AE

Telephone: 01–834 8511 (Extension 405)

Chairman:
I. RINDAL (Norway)

Vice-Chairman:
C. G. SETTER (Australia)

Secretary: R. STACEY

Ref ASXXIV

5 OCTOBER 1972

CIRCULAR COMMUNICATION TO ALL CONTRACTING GOVERNMENTS INTERNATIONAL WHALING CONVENTION 1946 [1]

AMENDMENTS TO SCHEDULE

The Secretary refers to his circular letter of 6 July 1972,[2] notifying Contracting Governments of the amendments to the Schedule to the Convention agreed at the Commission's Twenty-fourth Annual Meeting.

No objections have been received to the amendments proposed at the Twenty-fourth Meeting i.e. to paragraphs 1(c), 4(1)(a), 5, 6(1), 8(a), (b), (c), (d), (e), (f), (g), (h), (i), (j), 9(c), 11 and 12(a) and these amendments, shown overleaf, therefore become binding on all Contracting Governments from 5 October 1972.

The Secretary requests an acknowledgment of the receipt of this letter, a copy of which is also being sent to all Commissioners.

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[1] TIAS 1849; 62 Stat. (pt. 2) 1716.
[2] Not printed.

SCHEDULE AMENDMENTS MADE AT THE TWENTY-FOURTH MEETING WHICH COME INTO FORCE ON 5 OCTOBER 1972

Paragraph 1 (c)	Insert after "Commission" line 3 "acting through its Secretary".
Paragraph 4 (1) (a)	Delete the words "for three years ending on 24th February 1973".
Paragraph 5	Delete whole paragraph. Insert "[This paragraph was deleted following a recommendation made at the 24th Meeting]".
Paragraph 6 (1)	Delete after "Ocean" line 2 "for a period ending on 8th November 1972". Delete "close season" line 3 and substitute "prohibition".
Paragraph 8 (a)	Delete after "exceed" line 3 "2,300 blue whale units in 1971/72" and substitute "1,950 fin and 5,000 sei and Bryde's whales combined and 5,000 minke whales in 1972/73".
Paragraph 8 (b)	Delete whole sub-paragraph.
Paragraph 8 (c)	Renumber 8 (b) delete "blue whale units" line 3 and substitute "fin, sei, Bryde's and minke whales". Delete "blue whale units" line 5 and substitute "each of these species". Delete "blue whale units" last line and substitute "each of these species".
Paragraph 8 (d)	Renumber 8 (c) delete "whales" line 4 and substitute "each of these species".
Paragraph 8 (e)	Renumber 8 (d).
Paragraph 8 (f)	Renumber 8 (e) delete "Subject to sub-paragraph (h)" line 1. Delete after "exceed" line 2 "1,046" and "1972" and substitute "650" and "1973".
Paragraph 8 (g)	Renumber 8 (f) delete "Subject to sub-paragraph (h)". Delete after "exceed" line 2 "3768" and "1972" line 3 and substitute "3,000" and "1973". Delete last sentence.
Paragraph 8 (h)	Delete whole sub-paragraph.
Paragraph 8 (i)	Renumber 8 (g). Delete after "exceed" in line 2 "10,841 whales in 1972" and substitute "6,000 male and 4,000 female sperm whales in 1973".

Paragraph 8 (j)	Delete whole sub-paragraph and footnote and substitute sub-paragraph 8 (h) "The number of sperm whales taken in the Southern Hemisphere in the 1972/73 pelagic season and the 1973 coastal season shall not exceed 8,000 males and 5,000 females".
Paragraph 9 (c)	Delete "38" to "stations" lines 1, 2 and 3 and substitute "30 feet (9.2 metres) in length except in the North Atlantic Ocean where it is forbidden to take or kill any sperm whale below 35 feet (10.7 metres)."
Paragraph 11	Delete after "8" line 6 "(f), (g) and (h)" and substitute "(e) and (f)".
Paragraph 12 (a)	Delete "5" in the last line.

ISRAEL

Agricultural Commodities

Agreement signed at Washington October 13, 1972;
Entered into force October 13, 1972.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF ISRAEL FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of Israel have agreed to the sales of commodities specified below. This Agreement shall consist of the Preamble, Parts I and III, and the Dollar Credit Annex of the August 4, 1967 Agreement [1] and the following Part II:

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table:

Commodity	Supply Period (United States Calendar Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions)
Feedgrains	1973	650, 000	$41. 6
Wheat/Wheat Flour	1973	200, 000	16. 9
Edible Vegetable Oil	1973	15, 000	3. 6
Tobacco	1973	200	. 4
		TOTAL	$62. 5

ITEM II. Payment Terms:

Dollar Credit

1. Initial Payment—5 percent.
2. Number of Installment Payments—19.
3. Amount of Each Installment Payment—Approximately equal annual amounts.
4. Due Date of First Installment Payment—Two years after the date of last delivery of commodities in each calendar year.

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[1] TIAS 6314; 18 UST 1684.

5. Initial Interest Rate—2 percent.
6. Continuing Interest Rate—3 percent.

ITEM III. Usual Marketing Table:

Commodity	Import Period (United States Calendar Year)	Usual Marketing Requirements (Metric Tons)	
Feedgrains	1973	268, 000	
Wheat	1973	135, 000	(wheat equivalent)
Edible Vegetable Oil or Oilseeds (oil equivalent basis)	1973	22, 000	(of which at least 17,000 MT shall be imported from the United States)
Tobacco	1973	2, 300	

ITEM IV. Export Limitations:

A. With respect to each commodity financed under this Agreement, the export limitation period for the same or like commodity shall be United States Calendar Year 1973 or any subsequent calendar year during which said commodities financed under this Agreement are being imported and utilized.

B. For the purposes of Part I, Article III A 3 of the Agreement, the commodities considered to be the same as, or like, the commodities imported under this Agreement are: for feedgrains—corn, cornmeal, barley, grain sorghum, rye, oats and mixed feeds containing predominately such grains, except seeds, animal products, and industrial products; for wheat/wheat flour—wheat, wheat flour, rolled wheat, semolina, farina, and bulgur; for edible vegetable oil—edible vegetable oils including peanut oil, soybean oil, safflower oil, cottonseed oil, sunflower oil, rapeseed oil, sesame oil, and the oil bearing seeds or beans thereof.

C. During United States Calendar Year 1973 the following permissible export arrangements are in effect:

1. Israel may export 25,000 metric tons of edible vegetable oils (including oil equivalent of edible oil bearing seeds) to countries friendly to the United States of America, provided that for each ton of edible vegetable oils exported, including oil equivalent of edible oil bearing seeds, the Government of Israel will purchase commercially from the United States of America an equivalent amount of edible vegetable oil or edible oil bearing seeds (calculated on the basis of soybeans with an oil extraction rate of 17.5 percent). These offsetting purchases will be in addition to the usual marketing requirement for edible vegetable oils.

2. Israel may export soybean meal, sunflower seeds and peanuts (not for crushing), edible olives, olive oil, desiccated coconut meat and industrial oils, and oilseeds without offsetting purchase requirements.

3. Israel may export margarine and/or shortening provided the Government of Israel purchases commercially from the United States of America an amount of edible vegetable oil or oil bearing

seeds equivalent to the edible oil content of the margarine and/or shortening exported. These offsetting purchases will be in addition to the usual marketing requirements for edible vegetable oils. The extraction rate of edible oil bearing seeds to be used in calculation of the equivalent amount of edible oil contained in the margarine and/or shortening will be calculated on a basis of soybeans with an oil extraction rate of 17.5 percent.

4. Israel may export barley malt and up to $150,000 worth of corn starch.

ITEM V. Self-Help Measures:

The Government of Israel, in maintaining their policy of increased agricultural production, will continue self-help activities in the following areas:

1. Further increased food production through intensive use of existing cropland.
2. Improve the facilities for the storage and distribution of food commodities.
3. Continue emphasis on adaptive research to develop new high-yielding crop varieties.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used:

The proceeds accruing to the importing country from the sale of commodities financed under this Agreement will be used for financing the self-help measures set forth in Item V and for the following sectors as described in the Government of Israel's Development Plan for the National Economy: Agriculture, Electricity, Water, Transport, and Construction.

ITEM VII. Ocean Freight (Differential)

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, notwithstanding the provisions of paragraph 1 of the Dollar Credit Annex, it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Other Provisions:

Substitute the following for paragraph 4 of the Dollar Credit Annex:

"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 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 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 nongovernmental 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."

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

DONE at Washington, in duplicate, this thirteenth day of October, 1972.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JOSEPH JOHN SISCO

FOR THE GOVERNMENT OF ISRAEL:

Y. RABIN

POLISH PEOPLE'S REPUBLIC

Social Security Pensions

Agreement effected by exchange of notes
Signed at Warsaw August 6, 1968;
Entered into force August 6, 1968.

The American Chargé d'Affaires ad interim to the
Polish Acting Minister of Foreign Affairs

EMBASSY OF THE UNITED STATES OF AMERICA,

No. 55 WARSAW, *August 6, 1968*

EXCELLENCY:

I have the honor to refer to the talks concluded between the representatives of the Embassy and the Ministry of Finance concerning the method of payment to persons residing in Poland of pensions due from the American authorities.

As a result of these talks I wish to make the following proposals:

(1) Pensions due from the American authorities to persons residing in Poland will be paid by the United States Treasury Department from assets which the United States Government possesses in Poland by virtue of agricultural commodities agreements concluded with the Government of the Polish People's Republic in the years 1957–1964, through the issuance of vouchers drawn nominally in U.S. dollars and subject to redemption in the Bank Polska Kasa Opieki S.A. and in other authorized Polish banks.

(2) The Bank Polska Kasa Opieki S.A. and other authorized Polish banks will redeem the vouchers, paying 80 percent of their nominal value in zlotys and 20 percent in coupons of the Bank Polska Kasa Opieki S.A. valid for payment for goods purchased in the Bank Polska Kasa Opieki S.A. The above-described method of redemption of the vouchers should be shown on their face.

(3) That portion of the disbursements indicated on the vouchers to be paid in zlotys will be paid at the relationship of 72 zlotys to one U.S. dollar of the nominal value of the voucher, i.e., the relationship applied by authorized Polish enterprises when repurchasing goods from clients of the Bank Polska Kasa Opieki S.A.

95-005 O - 73 - 25

(4) Ninety percent of the nominal value of pension disbursements made in the years 1968–1970 will be covered by the United States Embassy at Warsaw by placing at the disposal of the Bank Polska Kasa Opieki S.A. appropriate zloty amounts, computed in accordance with the terms of paragraph 3, from funds which the United States Government owns in Poland by virtue of the surplus agricultural commodities agreements concluded in the years 1957–1964 and which, in accordance with Article III of said agreements, may be presented for redemption in dollars in the seventeenth year after the year in which the pension disbursements are made.

(5) The remaining ten percent of the nominal value of pension disbursements in the years 1968, 1969 and 1970 will be covered by the American side by placing at the disposal of the Polish side appropriate dollar amounts. The Polish side agrees in the years 1968, 1969 and 1970 to finance the above sums which will then be refunded by the American side in the years 1971, 1972 and 1973, respectively, by offsets against dollar transfers due to the United States Government in accordance with Article III, paragraph 2 (d) of the Surplus Agricultural Commodities Agreement of July 21, 1960. [1]

(6) The procedure described above in paragraphs 1 through 5 will be considered binding for payments beginning on January 1, 1968, i.e., starting with pension payments for December 1967. Current monthly payments within the framework of the voucher system should begin with payments from July 1, 1968, or immediately after the introduction of said system. Pension payments for the period from January 1 to June 30, 1968, or until inauguration of the new payment system, may be carried out on the basis of vouchers issued for the entire aforementioned period.

(7) The pension payments system described in the above paragraphs will continue to remain in force until December 31, 1970, and thereafter, until both parties conclude another agreement. However, the arrangement will be reviewed after three years.

I have the honor to propose that the answer to this note should constitute an understanding between the two Governments binding from the date of your answer.

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

WALTER E. JENKINS, JR.
Charge d'Affaires ad interim

His Excellency,
ADAM KRUCZKOWSKI,
Acting Minister of Foreign Affairs,
Warsaw.

[1] TIAS 4535; 11 UST 1889.

The Polish Minister of Foreign Affairs to the American Chargé d'Affaires ad interim

MINISTER SPRAW ZAGRANICZNYCH

DPT 315-6-68 WARSZAWA, *dnia 6 sierpnia 1968 r.*

PANIE CHARGÉ D'AFFAIRES,

Mam zaszczyt potwierdzić otrzymanie Pańskiej noty z dnia 6 sierpnia 1968 roku o następującej treści:

"Mam zaszczyt powołać się na rozmowy przeprowadzone między przedstawicielami Ambasady i Ministerstwa Finansów w sprawie sposobu wypłaty osobom zamieszkałym w Polsce rent należnych od władz amerykańskich.

W wyniku tych rozmów pragnę przedstawić następujące propozycje:

(1) Należne od władz amerykańskich renty dla osób zamieszkałych w Polsce będą wypłacane przez Departament Skarbu Stanów Zjednoczonych ze środków, jakie Rząd Stanów Zjednoczonych posiada w Polsce z tytułu realizacji zawartych z Rządem Polskiej Rzeczypospolitej Ludowej w latach 1957–1964 umów o produktach rolnych przez wydawanie voucherów opiewających w ich wartości nominalnej na dolary USA, podlegających wykupowi w Banku Polska Kasa Opieki S.A. i w innych upoważnionych do tego bankach polskich.

(2) Bank Polska Kasa Opieki S.A. i inne upoważnione do tego banki polskie będą wykupywać vouchery płacąc 80% ich wartości nominalnej złotymi i 20%—przez wydawanie bonów Banku Polska Kasa Opieki S.A. służących na opłacanie towarów zakupowanych w Banku Polska Kasa Opieki S.A. Powyższy sposób wykupu voucherów powinien być na nich oznaczony.

(3) Dla tej części swiadczeń wykazanych w voucherach i przeznaczonych do realizacji w złotych będzie stosowana relacja 72 zł za 1 dolara wartości nominalnej vouchera, to jest taka relacja, jaką stosują upoważnione przedsiębiorstwa polskie przy odkupie towarów od klientów Banku Polska Kasa Opieki S.A.

(4) Na pokrycie 90% wartości nominalnej świadczeń rentowych wypłacanych w latach 1968–1970, Ambasada Stanów Zjednoczonych w Warszawie będzie stawiać do dyspozycji Bankowi Polska Kasa Opieki S.A. potrzebne środki złotowe wyliczone z zastosowaniem ustaleń pkt 3, ze środków jakie Rząd Stanów Zjednoczonych posiada w Polsce z tytułu realizacji zawartych w latach 1957–1964 umów o nadwyżkach produktów rolnych i które zgodnie z artykułem III tych umów może przedstawić do wykupu za dolary po upływie siedemnastu lat od roku, w którym będą wypłacone świadczenia rentowe.

(5) Na pokrycie pozostałych 10% wartości nominalnej świadczeń rentowych w latach 1968, 1969 i 1970 Strona amerykańksa postawi do dyspozycji Stronie polskiej odpowiednie kwoty dolarowe.

Strona polska zgadza się na sfinansowanie w latach 1968, 1969 i 1970 powyższych kwot, które następnie zostaną zrefundowane przez Stronę amerykańską odpowiednio w latach 1971, 1972 i 1973 w ciężar transferów należnych Rządowi Stanów Zjednoczonych w dolarach zgodnie z artykułem III pkt 2 lit.d/ Umowy o nadwyżkach produktów rolnych, z dnia 21 lipca 1960 roku.

(6) Opisany powyżej sposób w punktach od 1 do 5 będzie uważany za obowiązujący dla płatności dokonanych od dnia 1 stycznia 1968 roku tj. począwszy od wypłaty rent należnych za miesiąc grudzień 1967 roku. Bieżące miesięczne płatności w ramach systemu voucherowego powinny się rozpocząć od płatności dokonanych od dnia 1 lipca 1968 roku lub zaraz po wprowadzeniu w życie powyższego systemu. Za okres od dnia 1 stycznia do 30 czerwca 1968 roku lub do chwili wprowadzenia nowego systemu płatności, wypłata rent może nastąpić na podstawie voucherów wydanych za cały powyższy okres.

(7) Opisany w powyższych punktach system wypłacania rent będzie obowiązywał do dnia 31 grudnia 1970 roku i pozostanie w mocy na dalszy okres do chwili zawarcia przez obie Strony innego porozumienia. Porozumienie niniejsze będzie jednak rozpatrzone po upływie trzech lat.

Mam zaszczyt zaproponawać, aby odpowiedź na niniejszą notę stanowiła porozumienie między obu Rządami obowiązujące od dnia, w którym wystosowana będzie ta odpowiedź".

W imieniu mego Rządu mam zaszczyt wyrazić zgodę na propozycje zawarte w powyższej nocie oraz na to, aby Pańska nota i niniejsza odpowiedź na nią stanowiły porozumienie między naszymi Rządami, które wejdzie w życie w dniu dzisiejszym.

Proszę przyjąć ponowne zapewnienia o moim poważaniu.

Minister

ADAM KRUCZKOWSKI

PAN WALTER E. JENKINS, JR.
Chargé d'Affaires ad interim
Stanów Zjednoczonych Ameryki Północnej
w *Warszawie*

Translation

MINISTER OF FOREIGN AFFAIRS

DPT 315-6-68

WARSAW, *August 6, 1968*

MR. CHARGÉ D'AFFAIRES:

I have the honor to confirm the receipt of your note of August 6, 1968, which reads as follows:

[For the English language text, see p. 2827.]

In the name of my Government I have the honor to state that it accepts the proposals contained in the above note and agrees that your note and this reply thereto shall constitute an understanding between our Governments which shall inter into force on this date.

Please accept the renewed assurances of my high consideration.

For the Minister

ADAM KRUCZKOWSKI

MR. WALTER E. JENKINS, JR.,
Chargé d'Affaires ad interim,
United States of North America,
Warsaw.

NORWAY

Double Taxation: Taxes on Income and Property

Convention signed at Oslo December 3, 1971,
Ratification advised by the Senate of the United States of America August 11, 1972;
Ratified by the President of the United States of America August 28, 1972,
Ratified by Norway May 5, 1972;
Ratifications exchanged at Washington September 29, 1972;
Proclaimed by the President of the United States of America October 31, 1972;
Entered into force November 29, 1972.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Convention between the United States of America and the Kingdom of Norway for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income and Property was signed at Oslo on December 3, 1971, the text of which in English and Norwegian is hereto annexed,

The Senate of the United States of America by its resolution of August 11, 1972, two-thirds of the Senators present concurring therein, gave its advice and consent to the ratification of the Convention,

The Convention was duly ratified by the President of the United States of America on August 28, 1972 in pursuance of the advice and consent of the Senate, and was duly ratified on the part of the Kingdom of Norway,

It is provided in Article 31 of the Convention that the Convention shall enter into force two months after the date of exchange of instruments of ratification,

The instruments of ratification of the Convention were duly exchanged at Washington on September 29, 1972, and accordingly the Convention enters into force on November 29, 1972,

NOW, THEREFORE, be it known that I, Richard Nixon, President of the United States of America, proclaim and make public the Convention of December 3, 1971 to the end that it shall be observed and fulfilled with good faith by the United States of America and by the citizens of the United States of America and all other persons subject to the jurisdiction thereof.

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

DONE at the city of Washington this thirty-first day of October in the year of our Lord one thousand nine hundred seventy-
[SEAL] two and of the Independence of the United States of America the one hundred ninety-seventh.

RICHARD NIXON

By the President.
WILLIAM P ROGERS
Secretary of State

CONVENTION BETWEEN THE UNITED STATES OF AMERICA AND THE KINGDOM OF NORWAY FOR THE AVOIDANCE OF DOUBLE TAXATION AND THE PREVENTION OF FISCAL EVASION WITH RESPECT TO TAXES ON INCOME AND PROPERTY

TIAS 7474

Convention between The United States of America and The Kingdom of Norway with respect to taxes on income and property

The United States of America and the Kingdom of Norway, 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 upon the following articles.

CHAPTER I
Scope of Convention

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 Norway·

(i) The national and municipal taxes on income (including contributions to the tax equalization fund) and capital,

(ii) The national dues on the salaries of nonresident artists,

(iii) The special tax in aid of developing countries,

(iv) The municipal tax on real property; and

(v) The seamen's tax;

hereinafter referred to as «Norwegian 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 25 (Nondiscrimination), this Convention shall also apply to taxes of every kind imposed at the National, State, or local level. For the purpose of Article 28 (Exchange of Information) this Convention shall also apply to taxes of every kind imposed at the National level.

CHAPTER II
Definitions

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 territorial sea, over which the United States exercises sovereign rights, in accordance with international law, for the purpose of exploration 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 «Norway» means the Kingdom of Norway; and

(ii) When used in a geographical sense, the term «Norway» includes (A) the territorial sea thereof and (B) the seabed and subsoil of the submarine areas adjacent to the territorial sea, over which Norway exercises sovereign rights in accordance with international law, for the purpose of exploration 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.

However, the term «Norway» does not include Spitzbergen (including Bear Island), Jan Mayen, and the Norwegian dependencies outside Europe.

(c) The term «one of the Contracting States» or «the other Contracting State» means the United States or Norway, 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 «Norwegian corporation» or «corporation of Norway» means any corporation or any entity which is

treated as a body corporate for tax purposes under Norwegian tax law and is created or organized under the laws of Norway

(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 Norway, the Ministry of Finance and Customs or its authorized representative.

(g) The term «State» means the United States, Norway, 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.

Article 3

Fiscal Residence

(1) In this Convention.

(a) The term «resident of Norway» means.

(i) A Norwegian corporation, and

(ii) Any person (except a corporation or any entity treated under Norwegian law as a corporation) resident in Norway 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 Norwegian 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 per-

son 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.

(a) He shall be deemed to be a resident of that Contracting State in which he maintains his permanent home. 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),

(b) 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;

(c) 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

(d) If he is a citizen of both Contracting States or of neither Contracting State the competent authorities of the Contracting States 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 22 (General Rules of Taxation).

Article 4

Permanent Establishment

(1) For the purpose of this Convention, the term «permanent establishment» means a fixed place of business through which a resident of one of the Contracting States engages in industrial or commercial activity

(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 twelve months.

(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 twelve months.

(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—

(a) 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, or

(b) Maintains substantial equipment or machinery within the first-mentioned Contracting State for more than twelve months.

(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 under Article 7 (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.

(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.

CHAPTER III
Taxation of Income

Article 5
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.

(3) In the determination of the industrial or commercial profits of a permanent establishment, there shall be allowed as deductions 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, fish-

ing 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

(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 10 (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.

(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 6

Shipping and Air Transport

(1) Notwithstanding Article 5 (Business Profits), income which a resident of the United States derives from the operation in international traffic of ships or aircraft registered in either Contracting State or in a State with which Norway has an income tax convention exempting such income shall be exempt from Norwegian tax.

(2) Notwithstanding Article 5 (Business Profits), income derived by a resident of Norway, or an international consortium of which a resident of Norway and residents of other States with which the United States has an income tax convention exempting such income are the sole members, from the operation in international

traffic of ships or aircraft shall be exempt from United States tax.

Article 7

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.

(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 8

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, 10 percent of the gross amount actually distributed if—

(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 other than 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 5 (Business Profits).

(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 a Norwegian 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 9

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) 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.

(3) 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 5 (Business Profits).

(4) 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.

(5) Interest paid by a resident of one of the Contracting States to a person other than a resident of the other Contracting State (and in the case of interest paid by a Norwegian 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—

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(a) Such interest is treated as income from sources within the other Contracting State under paragraph (2) of Article 24 (Source of Income), or
(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 10

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) 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 5 (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.

Article 11

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 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 other form of real property

Article 12

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 11 (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

(ii) Is present in the other Contracting State for a period or periods aggregating 183 days or more during the taxable year.

(2) Notwithstanding Article 5 (Business Profits) and paragraph (1) 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.

(3) The provisions of paragraph (1) of this article shall not affect the right of Norway to tax gains which an individual derives from the sale or exchange of stock consisting of at least a 25-percent interest in a Norwegian corporation if such individual was a national and a resident of Norway at any time during the five year period immediately preceding such sale or exchange.

(4) In the case of gains described in paragraph (1) (a), see Article 11 (Income from Real Property) In the case of gains described in paragraph (1)(b), see paragraph (6)(a) of Article 5 (Business Profits).

Article 13

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 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, or

(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 in the aggregate 3,000 United States dollars or its equivalent in Norwegian kroner during the taxable year.

Article 14

Dependent Personal Services

(1) Subject to the provisions of Articles 15 (Teachers), 16 (Students and Trainees), 17 (Governmental Functions), and 18 (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

(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 who is a resident of one of the Contracting States from the performance of labor or personal services as an employee aboard ships or aircraft operated by a resident of the other Contracting State in international traffic or in fishing on the high seas may be taxed by that other Contracting State if such individual is a member of the regular complement of the ship or aircraft.

Article 15

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 two 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 two 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.

Article 16

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 a 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 five taxable years from the date of his arrival in that other Contracting State.

(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 Norwegian kroner 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 twelve 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 Norwegian kroner.

(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 one 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 Norwegian kroner.

(4) The benefits provided under Article 15 (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, but in no case shall any individual have the

benefits provided therein for more than a total of five taxable years from the date of his arrival.

Article 17

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 18

Private Pensions and Annuities

(1) Except as provided in Article 17 (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.

(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) Child support payments made by an individual who is a resident of one of the Contracting States to an individual who is a resident of the other Contracting State shall be exempt from tax in that other Contracting State.

(4) As used in this article—

(a) The term «pensions and other similar remunerations» 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,

(b) The term «annuities» 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),

(c) The term «alimony» 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, and

(d) The term «child support payments» means periodic payments for the support of a minor child made pursuant to a decree of divorce, separate maintenance agreement, or support or separation agreement.

Article 19

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 shall be taxable only in the first-mentioned Contracting State. This article shall not apply to payments described in Article 17 (Governmental Functions).

Article 20

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 Articles 8 (Dividends), 9 (Interest), 10 (Royalties), or 12 (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 a Norwegian corporation, who are citizens of the United States).

CHAPTER IV

Taxation of Capital

Article 21

Capital Taxes

(1) Capital represented by property referred to in Article 11 (Income from Real Property) may be taxed in the Contracting State in which such property is situated.

(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 of a resident of one of the Contracting States may be taxed in the Contracting State in which the permanent establishment 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.

CHAPTER V

General Rules

Article 22

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 24 (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) The United States may tax its citizens or residents as if this Convention had not come into effect.

(a) This provision shall not affect the rules laid down in Articles 19 (Social Security Payments), 23 (Relief from Double Taxation), 25 (Nondiscrimination), 26 (Diplomatic and Consular Officers), and 27 (Mutual Agreement Procedure)

(b) This provision shall not affect the rules laid down in Articles 15 (Teachers), 16 (Students and Trainees), and 17 (Governmental Functions), upon individuals who are not citizens of the United States and who do not have immigrant status in the United States.

(4) Norway may tax its diplomatic and consular officers as if this Convention had not come into effect.

(5) The United States may impose its personal holding company tax and its accumulated earnings tax notwithstanding any provision of this Convention. However, a Norwegian 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 Norway (and not citizens of the United States) for that entire year. A Norwegian 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 prescribe regulations necessary to carry out the provisions of this Convention.

Article 23

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) regarding the allowance of a credit against United States tax of tax payable in any country other than the United States, 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 Norwegian tax. Such appropriate amount shall be based upon the amount of tax paid to Norway, 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 Norway 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 Norway, the rules set forth in Article 24 (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 Norway the taxes referred to in paragraph (1)(b) of Article 1 (Taxes Covered) other than the national and municipal taxes on capital and the municipal tax on real property 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 Norway in the following manner:

(a) Where a resident of Norway derives income or owns property which, in accordance with the provisions of this Convention, may be taxed in the United States or is exempt from United States tax under Article 15 (Teachers) or Article 16 (Students and Trainees), Norway shall, subject to the provisions of subparagraphs (b) or (c) 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.

(b) Where a resident of Norway derives income which, in accordance with the provisions of this Convention may be taxed in both Contracting States, Norway 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 tax, as computed before the credit is given, which is appropriate to the income derived from sources in the United States under the rules set forth in Article 24 (Source of Income).

(c) In determining its tax on a Norwegian corporation receiving dividends from a United States corporation in which it owns 10 percent or more of the stock, Norway shall allow a credit against the tax otherwise payable by the Norwegian corporation for the appropriate amount of United States tax imposed on the United States corporation on the profits out of which the dividends were paid. However, the deduction allowed such a Norwegian corporation for dividends paid out by it shall be reduced by the net amount of dividends received from the United States corporation (after all United States taxes imposed on such dividends).

Article 24

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—

(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 10 (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.

(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 17 (Governmental Functions) and payments described in Article 19 (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.

(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 10 (Royalties)) shall be treated as income from sources within a Contracting State only if such property is sold in that Contracting State.

(8) Income from gains described in paragraph (3) of Article 12 (Capital Gains) shall be treated as income from sources within Norway

(9) 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 10 (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.

(10) The source of any item of income to which paragraphs (1) through (9) 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, 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.

CHAPTER VI
Special Provisions

Article 25
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.

(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 this article shall not be construed as obliging Norway to grant to citizens of the United States who are not born in Norway of parents having Norwegian nationality, the exceptional tax relief which is accorded pursuant to section 22 of the Norwegian Taxation Act for the Rural Districts and section 17 of the Norwegian Taxation Act for the Urban Districts, to Citizens of Norway and individuals born in Norway

(5) A citizen or resident of the United States shall, for purposes of Norwegian income tax, be allowed to deduct interest expenses

which are incurred with respect to a mortgage or other evidence of indebtedness on real property which is situated in Norway to the same extent that such expenditures would be deductible for purposes of Norwegian income tax if incurred by a resident of Norway

(6) In accordance with paragraph (3) of Article 1 (Taxes Covered) this article shall apply to taxes of every kind imposed at the National, State, or local level.

(7) The provisions of paragraph (2) shall not be construed as preventing Norway from taxing the total profits attributable to a permanent establishment which is maintained in Norway by a United States corporation at a rate at which the undistributed profits of a Norwegian corporation may be taxed. However, the amount of such tax shall not exceed the tax that would be imposed on a corporation and its shareholders if such profits were derived by a Norwegian corporation that distributed to its United States shareholders, owning at least 10 percent of its voting stock, the same percentage of its profits as such United States corporation maintaining such permanent establishment distributed to its shareholders from its total profits.

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.

Article 27

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 per-

manent establishment situated in the other Contracting State,

(b) To the same allocation of income, deductions, credits, or allowances between a resident of one of the Contracting States and any related person, or

(c) To the same determination of the source of particular items of income.

(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 28

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 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—

(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 the list of information which shall be furnished on a routine basis.

(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 29

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.

(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 30

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—

(a) In the case of the United States, 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, and

(b) In the case of Norway, extend to all or any of the areas (to which this Convention is not otherwise applicable) for whose international relations it is responsible and in which taxes are imposed which are substantially similar in character to those that 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 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 six 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 six-month period, to the area or areas named therein, but without affecting its continued application to the United States, Norway, 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 Norway or the United States, reference to «Norway» or the «United States», as the case may be, shall be construed as referring to that area.

(4) The termination in respect of the United States or Norway 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 Norway

CHAPTER VII

Final Provisions

Article 31

Entry into Force

(1) This Convention shall be ratified and the instruments of ratification shall be exchanged at Washington, D.C., as soon as possible. It shall enter into force two months after the exchange of the instruments of ratification. Its provisions shall for the first time have effect—

(a) in the case of the United States—

(i) As respects the rate of withholding tax, to amounts paid on or after the date on which this Convention enters into force,

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(ii) As respects other income taxes, to taxable years beginning on or after January 1, 1971,

(b) in the case of Norway—

(i) As respects the rate of withholding tax, to amounts paid on or after the date on which this Convention enters into force,

(ii) As respect other taxes, to income years beginning on or after January 1, 1971.

(2) The Convention between Norway and the United States of America for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with respect to Taxes on Income signed at Washington, D.C., on June 13, 1949, modified and supplemented by the Supplementary Convention signed at Oslo on July 10, 1958,[1] shall terminate and cease to have effect in respect of income to which this Convention applies under paragraph (1) of this article.

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 five years from the date on which this Convention enters into force provided that at least six 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 of taxable years or income 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 six-month period.

(2) Notwithstanding the provision of paragraph (1), and upon prior notice to be given through diplomatic channels, the provisions of Article 19 (Social Security Payments) may be terminated by either Contracting State at any time after this Convention enters into force.

DONE at Oslo in duplicate, in the English and Norwegian languages, the two texts having equal authenticity, this third day of December 1971.

FOR THE UNITED STATES OF AMERICA.	FOR THE KINGDOM OF NORWAY
PHILIP K CROWE	ANDREAS CAPPELEN
[SEAL]	[SEAL]

[1] TIAS 2357, 4360; 2 UST 2323; 10 UST 1924.

OVERENSKOMST MELLOM KONGERIKET NORGE OG AMERIKAS FORENTE STATER TIL UNNGÅELSE AV DOBBELTBESKATNING OG FOREBYGGELSE AV SKATTEUNNDRAGELSE MED HENSYN TIL SKATTER AV INNTEKT OG FORMUE

TIAS 7474

Overenskomst mellom Kongeriket Norge og Amerikas Forente Stater med hensyn til skatter av inntekt og formue

Kongeriket Norge og Amerikas Forente Stater, som ønsker å inngå en overenskomst til unngåelse av dobbeltbeskatning og forebyggelse av skatteunndragelse med hensyn til skatter av inntekt og formue, er kommet overens om følgende artikler·

KAPITTEL I

Overenskomstens anvendelsesområde

Artikkel 1

De skatter som overenskomsten gjelder

(1) De skatter som denne overenskomst gjelder er·
   (a) i De Forente Stater, de føderale inntektsskatter som pålegges i henhold til De Forente Staters inntektsskattelov (*Internal Revenue Code*), i det følgende kalt «skatt i De Forente Stater», og
   (b) i Norge.
      (i) inntektsskattene (herunder innbefattet fellesskatten) og formuesskattene til stat og kommune,
      (ii) avgiften til staten av honorarer som tilfaller kunstnere bosatt i utlandet,
      (iii) særskatten for utviklingshjelp,
      (iv) den kommunale eiendomsskatt og
      (v) sjømannsskatten,

   i det følgende kalt «norsk skatt».

(2) Denne overenskomst gjelder også enhver skatt av vesentlig lignende art som dem som er nevnt i punkt (1) og som utskrives i tillegg til, eller i stedet for, de gjeldende skatter etterat denne overenskomst er blitt undertegnet.

(3) Med hensyn til artikkel 25 (ikke-diskriminering), gjelder denne overenskomst dessuten skatter av enhver art som pålegges av staten, en delstat eller kommune. Med hensyn til artikkel 28 (utveksling av opplysninger) gjelder denne overenskomst likeledes skatter av enhver art som pålegges av staten.

[1] TIAS 7474

KAPITTEL II

Definisjoner

Artikkel 2

Almennelige definisjoner

(1) Hvis ikke en annen forståelse fremgår av sammenhengen, har følgende uttrykk i overenskomsten denne betydning:

(a) (i) «De Forente Stater» betyr Amerikas Forente Stater, og

(ii) anvendt i geografisk forstand, betyr «De Forente Stater» dets delstater og distriktet Columbia. Uttrykket omfatter likeledes (A) dets sjøterritorium og (B) havbunnen og undergrunnen i de undersjøiske områder som grenser til sjøterritoriet hvor De Forente Stater overensstemmende med folkeretten utøver suverenitetsrettigheter med hensyn til utforskning og utnyttelse av naturforekomstene i disse områder, men bare i den utstrekning den person, eiendom eller virksomhet som denne overenskomst gjelder, har tilknytning til silk utforskning eller utnyttelse.

(b) (i) «Norge» betyr Kongeriket Norge, og

(ii) anvendt i geografisk forstand, omfatter «Norge» (A) dets sjøterritorium og (B) havbunnen og undergrunnen i de undersjøiske områder som grenser til sjøterritoriet hvor Norge overensstemmende med folkeretten utøver suverenitetsrettigheter med hensyn til utforskning og utnyttelse av naturforekomstene i disse områder, men bare i den utstrekning den person, eiendom eller virksomhet som denne overenskomst gjelder, har tilknytning til silk utforskning eller utnyttelse.

Utteykket «Norge» omfatter imidlertid ikke Svalbard (Spitsbergen, herunder innbefattet Bjørnøya), Jan Mayen of de norske besittelser utenfor Europa.

(c) «En av de Kontraherende Stater» eller «den annen Kontraherende Stat» betyr De Forente Stater eller Norge, slik som det fremgår av sammenhengen.

(d) «Person» omfatter en fysisk person, et interessentskap (*partnership*), et selskap, bo, en forvaltningsformue (*trust*) eller enhver annen sammenslutning.

(e) (i) «Selskap i De Forente Stater» betyr et selskap som er stiftet og innrettet i henhold til lovgivningen i De Forente Stater, enhver av dets delstater eller distriktet Columbia samt enhver enhet som ikke er registrert som selskap, men som behandles som et selskap i De Forente Stater i skattemessig henseende, og

(ii) «norsk selskap» eller «selskap i Norge» betyr ethvert selskap eller enhver enhet som i skattemessig henseende

behandles som en juridisk person etter norsk skattelovgivning og som er stiftet eller innrettet i henhold til Norges lover.

(f) «Kompetent myndighet» betyr·

(i) i De Forente Stater, Statssekretæren i Finansdepartementet (*the Secretary of the Treasury*) eller den som har fullmakt fra ham, og

(ii) i Norge, Finans- og tolldepartementet eller den som har fullmakt fra dette.

(g) «Stat» betyr De Forente Stater, Norge eller enhver annen nasjonalstat.

(h) «Internasjonal fart» betyr enhver reise som utføres av et skip eller luftfartøy som drives av en person bosatt i en av de Kontraherende Stater, unntatt når slik reise utelukkende er begrenset til steder innenfor en Kontraherende Stat.

(2) Ethvert annet uttrykk som anvendes i denne overenskomst og ikke er blitt definert i denne skal, med mindre en annen forståelse fremgår av sammenhengen, ha den betydning som det har etter lovgivningen i den Kontraherende Stat hvis skatt det er spørsmål om å fastsette. Uansett den foregående setning, kan de kompetente myndigheter i de Kontraherende Stater for å hindre dobbeltbeskatning eller for å gjennomføre ethvert annet formål med denne overenskomst, treffe gjensidig avtale om betydningen av et uttrykk i relasjon til denne overenskomst. Dette gjelder når betydningen av et slikt uttrykk etter lovgivningen i en av de Kontraherende Stater er forskjellig fra den betydning uttrykket har i den annen Kontraherende Stats lovgivning eller når betydningen av et uttrykk som nevnt ikke uten vanskelighet kan fastslås på grunnlag av lovgivningen i en av de Kontraherende Stater.

Artikkel 3

Skattemessig bopel

(1) I denne overenskomst—

(a) betyr uttrykket «person bosatt i Norge»

(i) et norsk selskap og

(ii) enhver person (unntatt et selskap eller enhver enhet som behandles som et selskap etter norsk lovgivning) som er bosatt i Norge når det gjelder norsk skatt, men med hensyn til et interessentskap (*partnership*), bo eller en forvaltningsformue (*trust*), bare i den utstrekning den inntekt vedkommende person oppebærer, pålegges norsk skatt som en i landet bosatt person,

(b) betyr uttrykket «person bosatt i De Forente Stater»

(i) et selskap i De Forente Stater og

(ii) enhver person (unntatt et selskap samt enhver enhet som ikke er registrert som selskap, men som behandles som et

selskap i De Forente Stater i skattemessig henseende) som er bosatt i De Forente Stater når det gjelder skatt i denne stat, men med hensyn til et interessentskap (*partnership*), bo eller en forvaltningsformue (*trust*), bare i den utstrekning den inntekt som vedkommende person oppenbærer, pålegges skatt i De Forente Stater som en i landet bosatt person.

(2) Når en fysisk person i henhold til bestemmelsene i punkt (1) er bosatt i begge Kontraherende Stater, gjelder følgende regler:

(a) Han skal regnes for bosatt i den Kontraherende Stat hvor han har sin faste bolig. Hvis han har en fast bolig i begge Kontraherende Stater eller ikke i noen av de Kontraherende Stater, skal han anses for bosatt i den Kontraherende Stat hvor han har de sterkeste personlige og økonomiske forbindelser (sentrum for livsinteressene).

(b) Hvis det ikke kan bringes på det rene i hvilken Kontraherende Stat han har sentrum for livsinteressene, skal han anses for bosatt i den Kontraherende Stat hvor han har vanlig opphold.

(c) Hvis han har vanlig opphold i begge Kontraherende Stater eller ikke i noen av de Kontraherende Stater, skal han anses for bosatt i den Kontraherende Stat hvorav han er statsborger.

(d) Hvis han er statsborger av begge Kontraherende Stater eller ikke av noen av de Kontraherende Stater, skal de kompetente myndigheter i de Kontraherende Stater avgjøre spørsmålet ved gjensidig avtale.

Når det gjelder dette punkt, er en fast bolig det sted hvor en fysisk person bor sammen med sin familie.

(3) En fysisk person som anses for bosatt i en av de Kontraherende Stater og ikke for bosatt i den annen Kontraherende Stat etter reglene i punkt (2), skal regnes bare for bosatt i den førstnevnte Kontraherende Stat i relasjon til alle bestemmelser i denne overenskomst, herunder innbefattet artikkel 22 (alminnelige beskatningsregler).

Artikkel 4

Fast driftssted

(1) Uttrykket «fast driftssted» betyr i denne overenskomst en fast forretningsinnretning gjennom hvilken en person bosatt i en av de Kontraherende Stater utøver næringsvirksomhet.

(2) Uttrykket «fast forretningsinnretning» omfatter, men er ikke begrenset til.

(a) en filial,
(b) et kontor,
(c) en fabrikk,
(d) et verksted,
(e) en lagerbygning,

(f) et bergverk, stenbrudd eller et annet sted hvor naturforekomster utnyttes, og
(g) et sted for bygningsarbeid eller monteringsarbeid hvis varighet overstiger tolv måneder.

(3) Uansett punkt (1) og (2), omfatter ikke et fast driftssted en fast forretningsinnretning som anvendes bare til en eller flere av de nedenfor nevnte former av virksomhet.

(a) når det gjøres bruk av innretninger til lagring, utstilling eller utlevering av varer eller ting som tilhører en person bosatt i en av de Kontraherende Stater;
(b) når varer eller ting som tilhører en person bosatt i en av de Kontraherende Stater, holdes i opplag for lagring, utstilling eller utlevering;
(c) når varer eller ting som tilhører en person bosatt i en av de Kontraherende Stater, holdes i opplag for bearbeidelse ved en annen person,
(d) når en fast forretningsinnretning blir brukt ved innkjøp av varer eller ting eller ved innsamling av opplysninger for en person bosatt i en av de Kontraherende Stater;
(e) når en fast forretningsinnretning blir brukt av en person bosatt i en av de Kontraherende Stater, for reklame, meddelelse av opplysninger, vitenskapelig forskning eller lignende virksomhet som har en forberedende art eller utgjør en hjelpevirksomhet for ham, eller
(f) når et sted for bygningsarbeid eller monteringsarbeid blir anvendt i et tidsrom som ikke overstiger tolv måneder.

(4) En person som i en av de Kontraherende Stater utvøer virksomhet på vegne av en person bosatt i den annen Kontraherende Stat—med unntagelse av en uavhengig representant som omhandlet i punkt (5)—skal anses for å være et fast driftssted i den førstnevnte Kontraherende Stat hvis vedkommende person—

(a) har fullmakt til å avslutte kontrakter i den førstnevnte Kontraherende Stat i den persons navn som er bosatt i den annen Kontraherende Stat og vanligvis otøver denne fullmakt, med mindre hans fullmakt er begrenset til innkjøp av varer eller ting for hans oppdragsgiver, eller
(b) holder maskiner eller annet utstyr av større betydning i den førstnevnte Kontraherende Stat i et tidsrom som overstiger tolv måneder

(5) En person bosatt i en av de Kontraherende Stater skal ikke anses for å ha fast driftssted i den annen Kontraherende Stat bare av den grunn at han utøver næringsvirksomhet i den sistnevnte Kontraherende Stat gjennom en megler, kommisjonær eller annen uavhengig mellommann, såfremt denne megler eller mellommann opptrer innenfor rammen av sin ordinære forretningsvirksomhet.

(6) Den omstendighet at en person bosatt i en av de Kontraherende Stater står i fast forretningsforbindelse (som definert i artikkel 7 (personer med fast tilknytning til hverandre)) med en person som er bosatt i den annen Kontraherende Stat eller med en person som utøver næringsvirksomhet i den sistnevnte Kontraherende Stat (uansett om dette skjer gjennom et fast driftssted eller på annen måte) skal ikke tas i betraktning ved avgjørelsen av hvorvidt den nevnte person som er bosatt i den førstnevnte Kontraherende Stat, har et fast driftssted i den annen Kontraherende Stat.

(7) De bestemmelser som er fastsatt i punkt (1) til (6) får anvendelse ved avgjørelsen av hvorvidt det forefinnes et fast driftssted i en annen stat enn en av de Kontraherende Stater, eller hvorvidt en annen person enn en person bosatt i en av de Kontraherende Stater har et fast driftssted i en av de Kontraherende Stater.

KAPITTEL III

Skattlegging av inntekt

Artikkel 5

Fortjeneste ved forretningsvirksomhet

(1) Fortjeneste ved næringsvirksomhet som oppebæres av en person bosatt i en av de Kontraherende Stater, skal være unntatt fra beskatning i den annen Kontraherende Stat, med mindre en slik person utøver næringsvirksomhet i den sistnevnte Kontraherende Stat gjennom et fast driftssted der. Hvis vedkommende person utøver slik virksomhet, kan den sistnevnte Kontraherende Stat skattlegge hans næringsinntekt, men bare så meget av denne fortjeneste som kan tilskrives det faste driftssted.

(2) Når en person bosatt i en av de Kontraherende Stater utøver næringsvirksomhet i den annen Kontraherende Stat gjennom et fast driftssted der, skal det i hver av de Kontraherende Stater tilskrives vedkommende faste driftssted den næringsinntekt som det faste driftssted ville ha ervervet, hvis dette hadde vært en uavhengig enhet som utøvet samme eller lignende virksomhet, under samme eller ligmunde vilhår og opptrådte hilt selves tendig i forhold til den person hvis faste driftssted det er

(3) Ved beregningen av et fast driftssteds næringsinntekt skal det innrømmes fradrag for utgifter som rettmessig er pådratt i anledning av det faste driftssted, herunder innbefattet direksjons- og alminnelige administrasjonsutgifter, uansett om de er påløpet i den Kontraherende Stat hvor det faste driftssted ligger eller andre steder.

(4) Ingen fortjeneste skal henføres til et fast driftssted som en person bosatt i en av de Kontraherende Stater opprettholder i den annen Kontraherende Stat, utelukkende av den grunn at det

faste driftssted, eller den hvis faste driftssted det er spørsmål om innkjøper varer eller ting for denne persons regning.

(5) Uttrykket «næringsvirksomhet» omfatter virksomhet som består i industri, handel, forsikring, jordbruk, fiskeri eller bergverk, drift av skip eller luftfartøyer, levering av tjenesteytelser, utleie av løsøregjenstander og utleie eller tillatelse til bruk av kinematografiske filmer eller filmer og bånd til bruk for kringkasting eller fjernsynsutsendelse.

Det nevnte uttrykk omfatter imidlertid ikke personlige tjenesteytelser som utføres av en fysisk person, enten som lønnsmottager eller som fri yrkesutøver.

(6) (a) Uttrykket «næringsinntekt» omfatter fortjeneste som oppebæres ved industri- eller handelsvirksomhet. Uttrykket omfatter også inntekt som skriver seg fra fast eiendom, naturforekomster samt dividender, renter, royalty (som definert i artikkel 10, punkt (2) (royalties)) og formuesgevinst. Dette gjelder imidlertid bare når den faste eiendom eller de rettigheter som slik inntekt skriver seg fra, dividendene, rentene, royaltyen eller formuesgevinsten har direkte tilknytning til et fast driftssted. Det forutsettes at den som mottar inntektene, er bosatti i en av de Kontraherende Stater og at han i den annen Kontraherende Stat opprettholder det nevnte faste driftssted. Bestemmelsen gjelder, i så fall, uansett om inntektene skriver seg fra utøvelsen av næringsvirksomheten.

(b) De omstendigheter som blir å tillegge betydning ved avgjørelsen av hvorvidt en fast eiendom eller rettighet har direkte tilknytning til et fast driftssted, omfatter hvorvidt rettigheten eller eiendommen brukes, eller står til rådighet, i forbindelse med den næringsvirksomhet som utøves gjennom dette faste driftssted. Det skal videre tas hensyn til hvorvidt den virksomhet som utøves gjennom det faste driftssted er av vesentlig betydning for å kunne gjøre vedkommende eiendom eller rettighet inntektsgivende. I denne forbindelse skal det tas behørig hensyn til hvorvidt eiendommen, rettigheten eller inntekten derav fremgår av det faste driftssteds bokførsel.

(7) Når næringsinntekten omfatter deler av inntekt som er særskilt omhandlet i andre artikler i denne overenskomst, skal bestemmelsene i disse artikler ikke berøres av bestemmelsene i nærværende artikkel, med mindre noe annet er fastsatt.

Artikkel 6

Skipsfart og luftfart

(1) Uansett artikkel 5 (fortjeneste ved forretningsvirksomhet), skal inntekt som en person bosatt i De Forente Stater oppebærer ved drift av skip eller luftfartøyer i internasjonal fart, være unntatt fra norsk skatt når slike skip eller luftfartøyer er registrert i

en av de Kontraherende Stater eller i en stat hvor slik inntekt er unntatt fra beskatning i henhold til en skatteavtale inngått med Norge.

(2) Uansett artikkel 5 (fortjeneste ved forretningsvirksomhet), skal inntekt som en person bosatt i Norge oppebærer ved drift av skip eller luftfartøyer i internasjonal fart, være unntatt fra skatt i De Forente Stater. Det samme gjelder et internasjonalt konsortium hvorav en person bosatt i Norge og personer bosatt i andre stater er de eneste medlemmer, når det er inngått skatteavtale mellom De Forente Stater og vedkommende annen stat hvor slik inntekt er unntatt fra beskatning.

Artikkel 7

Personer med fast tilknytning til hverandre

(1) Når en person som er bosatt i en av de Kontraherende Stater har fast tilknytning til en annen person, og disse treffer avtaler eller fastsetter vilkår seg i mellom, som avviker fra dem som ville ha vært anvendt mellom uavhengige personer, kan det ved beregningen av enhver skattbar inntekt og de skatter som en slik person er pliktig til å erlegge, tas hensyn til enhver inntekt, ethvert fradragsbeløp, enhver godskrivning eller godtgjørelse som uten slike avtaler eller vilkår, ville ha kommet i betraktning.

(2) En person har fast tilknytning til en annen person hvis en av dem direkte eller indirekte innehar eller kontrollerer den annen, eller hvis noen tredje person eller personer direkte eller indirekte innehar eller kontrollerer begge. I denne forbindelse omfatter uttrykket «kontrollerer» enhver form for utøvelse av bestemmende innflytelse, uansett om den lar seg rettslig håndheve og hvordan den enn utøves eller lar seg utøve.

Artikkel 8

Dividender

(1) Dividender som fra kilder i en av de Kontraherende Stater, oppebæres av en person bosatt i den annen Kontraherende Stat, kan skattlegges av begge Kontraherende Stater.

(2) Den skattesats som pålegges av en av de Kontraherende Stater med hensyn til dividender som fra kilder i denne Kontraherende Stat, oppebæres av en person bosatt i den annen Kontraherende Stat skal ikke overstige—

(a) 15 prosent av det bruttobeløp som reelt er utdelt, eller

(b) når mottageren er et selskap, 10 prosent av det bruttobeløp som reelt er utdelt hvis—

(i) minst 10 prosent av de stemmeberettigede aksjer som er i omløp i det utdelende selskap, tilhørte det mottagende selskap i den del av det førstnevnte selskaps inntektsår som er gått forut for den dag da dividenden

ble utdelt, eventuelt, også i løpet av hele dets foregående skatteår, og

(ii) høyst 25 prosent av det utdelende selskaps bruttoinntekt i løpet av et eventuelt foregående inntektsår består av renter eller dividender (unntatt renter som er ervervet ved bank-, forsikrings- eller finansieringsvirksomhet samt dividender eller renter som er ervervet fra et datterselskap hvis stemmeberettigede aksjer i omløp innehas av det utdelende selskap ved tidspunktet for utbetalingen av dividendene eller rentene med minst 50 prosent)

(3) Punkt (2) gjelder ikke hvis mottageren av dividendene er en person bosatt i en av de Kontraherende Stater som har et fast driftssted i den annen Kontraherende Stat og de ahsjer hvorav dividendene erlegges har direkte tilknytning til et slikt fast driftssted. I dette tilfelle anvendes bestemmelsene i artikkel 5 (fortjeneste ved forretningsvirksomhet), punkt (6), bokstav (a).

(4) Dividender som utdeles av et selskap hjemmerhørende i en av de Kontraherende Stater til en annen enn en person bosatt i den annen Kontraherende Stat (og med hensyn til dividender som utdeles av et norsk selskap til en annen enn en borger av De Forente Stater), skal være unntatt fra beskatning i den sistnevnte Kontraherende Stat. Dette punkt gjelder ikke hvis mottageren av dividendene har et fast driftssted i denne Kontraherende Stat og de aksjer hvorav dividendene erlegges har direkte tilknytning til et slikt fast driftssted.

Artikkel 9

Renter

(1) Renter som oppebæres fra kilder i en av de Kontraherende Stater av en person bosatt i den annen Kontraherende Stat, skal være unntatt fra beskatning i den førstnevnte Kontraherende Stat.

(2) I denne artikkel skal med uttrykket «renter» forstås inntekt av obligasjoner, statsobligasjoner, ihendehaverobligasjoner, gjeldsbrev eller andre bevis for gjeldsforpliktelse, uansett om det er stillet sikkerhet for dem eller om de innebærer rett til andel i gevinst, gjeldsfordringer ellers av enhver art, så vel som all annen inntekt som etter lovgivningen i den Kontraherende Stat som inntekten skriver seg fra er likestillet med inntekt av utlånt kapital.

(3) Punkt (1) gjelder ikke når mottageren av rentene er bosatt i en av de Kontraherende Stater og har et fast driftssted i den annen Kontraherende Stat, når den gjeldsfordring som foranlediger rentebetalingen direkte er knyttet til et slikt fast driftssted. I dette tilfelle får bestemmelsene i artikkel 5 (fortjeneste ved forretningsvirksomhet), punkt (6), bokstav (a), anvendelse.

(4) Når renter erlegges av en person til enhver person som han er fast knyttet til og rentebeløpet overstiger det beløp som ville ha blitt betalt hvis det særlige forhold mellom de to personer ikke hadde foreligget, gjelder bestemmelsene i denne artikkel bare så meget av rentene som ville ha blitt betalt i det tilfelle som er nevnt. I så fall, kan den overskytende del av betalingen skattlegges i hver av de Kontraherende Stater i henhold til dens egen lovgivning, herunder innbefattet bestemmelsene i denne overenskomst når disse kommer til anvendelse.

(5) Renter som betales av en person bosatt i den av de Kontraherende Stater til en annen enn en person bosatt i den annen Kontraherende Stat (og med hensyn til renter som erlegges av et norsk selskap til en annen enn en borger av De Forente Stater), skal være unntatt fra beskatning i den sistnevnte Kontraherende Stat. Dette punkt skal ikke gjelde hvis—

(a) de omhandlede renter anses som inntekt fra kilder i den annen Kontraherende Stat i henhold til artikkel 24 (inntektskilder), punkt (2), eller

(b) mottageren av rentene har et fast driftssted i den annen Kontraherende Stat og den gjeldsfordring som foranlediger rentebetalingen direkte er knyttet til et slikt fast driftssted.

Artikkel 10

Royalties

(1) Royalties som oppebæres fra kilder i en av de Kontraherende Stater av en person bosatt i den annen Kontraherende Stat, skal være unntatt fra beskatning i den førstnevnte Kontraherende Stat.

(2) I denne artikkel skal med uttrykket «royalties» forstås—

(a) betaling ac enhver art som mottas som vederlag for bruken av, eller retten til å bruke, opphavsrettigheter til verker av literær, kunstnerisk eller vitenskapelig karakter (herunder ikke innbefattet opphavsrettigheter til kinematografiske filmer eller filmer eller bånd for kringkasting eller fjernsynsutsendelse), patenter, tegninger, modeller, planer, hem melige fremstillingsmåter eller formler, varemerker, eller annen ignende eiendom eller rettighet eller viten, erfaring eller ferdighet (*know-how*), og

(b) gevinst ervervet ved salg, bytte eller annen disposisjon av enhver slik eiendom eller rettighet i den utstrekning beløp som erlegges som vederlag ved et slikt salg, bytte eller en annen disposisjon, er betinget av produktiviteten, bruken eller rådigheten med hensyn til en slik eiendom eller rettighet.

(3) Punkt (1) gjelder ikke hvis mottageren av royaltyen er bosatt i en Kontraherende Stat og har et fast driftssted i den annen

Kontraherende Stat når den eiendom eller rettighet som foranlediger royaltyen direkte er knyttet til et slik fast driftssted. I dette tilfelle får bestemmelsene i artikkel 5 (fortjeneste ved forretningsvirksomhet), punkt (6), bokstav (a), anvendelse.

(4) Når royalties erlegges av en person til enhver person som han er fast knyttet til og royalty-beløpet overstiger det beløp som ville ha blitt betalt hvis det særlige forhold mellom de to personer ikke hadde foreligget, gjelder bestemmelsene i denne artikkel bare så meget av royaltyen som ville ha blitt betalt i et tilfelle som nevnt. I så fall, kan den overskytende del av betalingen skattlegges i hver av de Kontraherende Stater i henhold til dens egen lovgivning, herunder innbefattet bestemmelsene i denne overenskomst når disse kommer til anvendelse.

Artikkel 11

Inntekt av fast eiendom

(1) Inntekt av fast eiendom, herunder innbefattet royalties vedrørende drift av bergverk, stenbrudd eller andre naturforekomster og gevinst ervervet ved slag, bytte eller annen disposisjan au slik eiendom eller rettighet som foranlediger royalties som nevnt, kan skattlegges av den Kontraherende Stat hvor den faste eiendom, bergverket, stenbruddet eller annen naturforekomst forefinnes. I denne overenskomst skal renter av gjeldsfordring som er silkret ved pant i fast eiendom eller sikret ved en rettighet som foranlediger royalties med hensyn til drift av bergverk, stenbrudd eller andre naturforekomster, ikke anses for inntekt av fast eiendom.

(2) Punkt (1) gjelder inntekt ved nyttiggjørelse og avkastning (*usus fructus*), direkte bruk, utleie og ved enhver annen form for utnyttelse av fast eiendom.

Artikkel 12

Formuesgevinst

(1) En person bosatt i en av de Kontraherende Stater skal være fritatt for beskatning i den annen Kontraherende Stat av gevinst ved salg, bytte eller annen disposisjon vedrørende formuesgjenstander med mindre—

(a) gevinsten oppebæres av en person bosatt i en av de Kontraherende Stater ved salg, bytte eller annen disposisjon av fast eiendom som omhandlet i artikkel 11 (inntekt av fast eiendom) som ligger i den annen Kontraherende Stat,

(b) mottageren av gevinsten er bosatt i en av de Kontraherende Stater og har et fast driftssted i den annen Kontraherende Stat, når den eiendom som foranlediger gevinsten direkte er knyttet til et slikt fast driftssted, eller

(c) mottageren av gevinsten er en fysisk person som er bosatt i en av de Kontraherende Stater og—

(i) har en fast forretningsinnretning i den annen Kontraherende Stat i et eller flere tidsrom som tilsammen utgjør minst 183 dager i løpet av vedkommende inntektsår, når den eiendom som foranlediger gevinsten direkte er knyttet til en slik fast forretningsinnretning, eller

(ii) oppholder seg i den annen Kontraherende Stat i et et eller flere tidsrom som tilsammen utgjør minst 183 dager i løpet av vedkommende inntektsår.

(2) Uansett artikkel 5 (fortjeneste ved forretningsvirksomhet) og punkt (1) i nærværende artikkel, skal gevinst som oppebæres av en person bosatt i en av de Kontraherende Stater ved salg, bytte eller annen disposisjon av skip eller luftfartøyer som drives i internasjonal fart, være unntatt fra beskatning i den annen Kontraherende Stat.

(3) Bestemmelsene i punkt (1) i denne artikkel skal ikke berøre Norges rett til å skattlegge en fysisk person av gevinst som oppebæres ved salg eller bytte av aksjer når disse utgjør minst 25 prosent av aksjekapitalen i et norsk selskap, når den nevnte fysiske person var norsk statsborger og bosatt i Norge på noe tidspunkt i løpet av de fem år umiddelbart forut for et slikt salg eller bytte.

(4) Med hensyn til gevinst som omhandlet i punkt (1), bokstav (a), vises til artikkel 11 (inntekt av fast eiendom) og med hensyn til gevinst som omhandlet i punkt (1), bokstav (b), til artikkel 5 (fortjeneste ved forretningsvirksomhet), punkt (6), bokstav (a)

Artikkel 13

Selvstendige personlige tjenseter (fritt yrke)

(1) Inntekt som en fysisk person bosatt i en av de Kontraherende Stater erverver gjennom utøvelse av personlige tjenester av selvstendig karakter, kan skattlegges av denne Kontraherende Stat. Unntatt bestemmelsene i punkt (2), skal slik inntekt være fritatt for beskatning i den annen Kontraherende Stat.

(2) Inntekt som en fysisk person bosatt i en av de Kontraherende Stater erverver gjennom utøvelse av personlige tjenester av selvstendig karakter i den annen Kontraherende Stat, kan skattlegges av denne Kontraherende Stat, såfremt.

(a) vedkommende fysiske person oppholder seg i den sistnevnte Kontraherende Stat i et eller flere tidsrom som tilsammen utgjør minst 183 dager i løpet av inntektsåret, eller

(b) vedkommende fysiske person har en fast forretningsinnretning i den sistnevnte Kontraherende Stat i et eller flere tidsrom som tilsammen utgjør minst 183 dager i løpet av inntektsåret, men bare så meget av inntekten som kan tilskrives den nevnte faste forretningsinnretning, eller

(c) vedkommende fysiske person opptrer til underholdning for almenheten, så som skuespiller, filmskuespiller, kunstner i

fjernsyn, musiker, profesjonell idrettsmann, og inntekten skriver seg fra utøvelsen av personlige tjnester ved underholdning for almenheten, forutsatt at han oppholder seg i den sistnevnte Kontraherende Stat, i alt minst 90 dager i løpet av inntektsåret eller hans inntekt overstiger i alt 3 000 amerikanske dollars eller motverdien herav i norske kroner i løpet av inntektsåret.

Artikkel 14

Uselvstendige personlige tjenester (lønnsarbeid)

(1) Med forbehold av bestemmelsene i artiklene 15 (lærere), 16 (studenter og lærlinger), 17 (offentlig tjeneste) og 18 (private pensjoner og livrenter), kan lønn og annen lignende godtgjørelse som en fysisk person bosatt i en av de Kontraherende Stater, mottar i anledning av personlig arbeid eller tjeneste som arbeidstager skattlegges av denne Kontraherende Stat. Unntatt bestemmelsene i punkt (2), kan slik godtgjørelse som skriver seg fra kilder i den annen Kontraherende Stat også skattlegges av denne Kontraherende Stat.

(2) Godtgjørelse som omhandlet i punkt (1) og oppebæres av en fysisk person bosatt i en av de Kontraherende Stater, skal være unntatt fra beskatning i den annen Kontraherende Stat, såfremt
   (a) han oppholder seg i den sistnevnte Kontraherende Stat i et eller flere tidsrom som tilsammen er kortere enn 183 dager i løpet av vedkommende inntektsår,
   (b) han er arbeidstager hos en person bosatt i den førstnevnte Kontraherende Stat eller hos et fast driftssted som opprettholdes i denne Kontraherende Stat av en person bosatt i en annen stat enn denne Kontraherende Stat, og
   (c) godtgjørelsen ikke belastes som sådan et fast driftssted som arbeidsgiveren har i den sistnevnte Kontraherende Stat.

(3) Uansett punkt (2), kan godtgjørelse som oppebæres av en fysisk person bosatt i en av de Kontraherende Stater, for utført personlig arbeid eller tjeneste som arbeidstager ombord i skip eller luftfartøy i internasjonal fart, eller ved fiske i åpen sjø, som drives av en person bosatt i den annen Kontraherende Stat, skattlegges av den sistnevnte Kontraherende Stat, såfremt vedkommende fysiske person tilhører skipets eller luftfartøyets faste mannskap.

Artikkel 15

Lærere

(1) Når en person bosatt i en av de Kontraherende Stater mottar innbydelse fra Regjeringen i den annen Kontraherende Stat eller av et universitet eller en annen anerkjent undervisningsanstalt i den sistnevnte Kontraherende Stat til å oppholde seg der i et tidsrom som ikke ventes å overstige to år, hovedsakelig for

å utføre undervisnigns- eller forskningsvirksomhet—eller begge deler—skal hans inntekt av personlige tjenester ved slikt arbeid ved universitet eller annen undervisningsanstalt være unntatt fra beskatning i den sistnevnte Kontraherende Stat i et tidsrom som ikke overstiger to år, regnet fra dagen for hans ankomst til denne Kontraherende Stat.

(2) Denne artikkel gjelder ikke inntekt av forskningsvirksomhet hvis denne hovedsakelig blir utført il egen fordel for en enkelt person eller en enkelt krets av personer.

Artikkel 16

Studenter og lærlinger

(1) (a) En fysisk person som er bosatt i en av de Kontraherende Stater på det tidspunkt han tar midlertidig opphold i den annen Kontraherende Stat og som midlertidig oppholder seg i den sistnevnte Kontraherende Stat hovedsakelig for å—

(i) studere ved et universitet eller en annen anerkjent undervisningsanstalt i den sistnevnte Kontraherende Stat, eller

(ii) skaffe seg nødvendig opplæring til å gjøre ham skikket til å utøve et fritt yrke eller en yrkesmessig spesialitet, eller

(iii) studere eller utføre forskning som innehaver av et stipendium, understøttelse eller belønning som er bevilget av Regjeringen eller av en religiøs, veldedig, vitenskapelig, litterær eller pedagogisk organisasjon,

skal være fritatt for beskatning i den sistnevnte Kontraherende Stat med hensyn til beløp som omhandlet i bokstav (b) i et tidsrom som ikke overstiger fem inntektsår, regnet fra dagen for hans ankomst til denne Kontraherende Stat.

(b) De beløp som er nevnt i bokstav (a) er—

(i) gaver fra utlandet til hans underhold, utdannelse, studium, forskning eller opplæring;

(ii) stipendiet, understøttelsen eller belønningen, og

(iii) inntekt av personlige tjenester utført i den sistnevnte Kontraherende Stat med et beløp som ikke overstiger 2000 amerikanske dollars eller motverdien herav i norske kroner i løpet av vedkommende inntektsår.

(2) En fysisk person som er bosatt i en av de Kontraherende Stater på det tidspunkt han tar midlertidig opphold i den annen Kontraherende Stat og som midlertidig oppholder seg i den sistnevnte Kontraherende Stat som arbeidstager hos, eller etter avtale med, en person bosatt i den førstnevnte Kontraherende Stat hoved sakelig for å—

(a) erverve teknisk, yrkesmessig eller kommersiell erfaring hos en annen person enn den som er bosatt i den førstnevnte Kontraherende Stat eller fast knyttet til ham, eller

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(b) studere ved et universitet eller en annen anerkjent undervisningsanstalt i den sistnevnte Kontraherende Stat,

skal være fritatt for beskatning i den sistnevnte Kontraherende Stat i et tidsrom på tolv måneder som følger etter hverandre med hensyn til hans inntekt av personlige tjenester som tilsammen ikke overstiger 5000 amerikanske dollars eller motverdien herav i norske kroner.

(3) En fysisk person som er bosatt i en av de Kontraherende Stater på det tidspunkt han midlertidig tar opphold i den annen Kontraherende Stat og som midlertidig oppholder seg i den sistnevnte Kontraherende Stat i et tidsrom som ikke overstiger ett år, som deltager i et program støttet av Regjeringen i denne Kontraherende Stat, hovedsakelig for å oppnå opplæring eller utføre studier eller forskning, skal være fritatt for beskatning i den sistnevnte Kontraherende Stat med hensyn til hans inntekt av personlige tjenester knyttet til oplæring, studier eller forskning som nevnt, utført i denne Kontraherende Stat med et beløp som tilsammen ikke overstiger 10 000 amerikanske dollars eller motverdien herav i norske kroner.

(4) De skattemessige fordeler som er omhandlet i artikkel 15 (lærere) og punkt (1) i nærværende artikkel gjelder bare for et slikt tidsrom som er rimelig eller vanlig for å kunne gjennomføre hensikten med oppholdet. Under ingen omstendighet tilkommer noen fysisk person de skattemessige fordeler som er fastsatt i disse bestemmelser utover et samlet tidsrom på fem år, regnet fra dagen for hans ankomst.

Artikkel 17

Offentlig tjeneste

Lønn og lignende godtgjørelse, herunder innbefattet pensjoner og tilsvarende ytelser, som utredes direkte eller ved belastning av fond opprettet av en av de Kontraherende Stater, eller en av dens regionale eller kommunale forvaltningsmyndigheter, til en borger av denne Kontraherende Stat for arbeid eller personlige tjenester utført for denne Kontraherende Stat, eller en av dens regionale eller kommunale forvaltningsmyndigheter i anledning av offentlig tjeneste, skal være unntatt fra beskatning i den annen Kontraherende Stat.

Artikkel 18

Private pensjoner og livrenter

(1) Unntatt bestemmelsene i artikkel 17 (offentlig tjeneste), skal pensjoner og annen lignende godtgjørelse som utredes til en fysisk person bosatt i en av de Kontraherende Stater som vederlag for tidligere lønnsarbeid, bare kunne skattlegges i denne Kontraherende Stat.

(2) Underholdsbidrag og livrenter som utredes til en fysisk person som er bosatt i en av de Kontraherende Stater, skal bare kunne skattlegges i denne Kontraherende Stat.

(3) Barnebidrag som erlegges av en fysisk person bosatt i en av de Kontraherende Stater til en fysisk person som er bosatt i den annen Kontraherende Stat, skal være unntatt fra beskatning i den sistnevnte Kontraherende Stat.

(4) I denne artikkel betyr—

(a) uttrykket «pensjoner og annen lignende godtgjørelse», periodiske utbetalinger som foretas etter fratredelse eller ved død som vederlag for utført tjeneste, eller som erstatning for påført skade, i forbindelse med tidligere lønnsarbeid,

(b) uttrykket «livrenter», en fastsatt sum som betales periodisk til fastsatte tider, på livstid, eller i løpet av ét nærmere fastsatt antall år, i henhold til en forpliktelse til å erlegge betalingene som vederlag for en fullt tilsvarende motytelse (av annen art enn utført tjeneste),

(c) Uttrykket «underholdsbidrag» betyr periodiske utbetalinger som foretas i henhold til beslutning om skilsmisse eller separasjon eller i henhold til særskilt avtale, som har sammenheng med separasjon, om underhold eller tilskudd når mottageren er skattepliktig herav etter intern lovgivning i den Kontraherende Stat hvor vedkommende er bosatt,

(d) uttrykket «barnebidrag» betyr periodiske utbetalinger til underhold av mindreårige barn som foretas i henhold til beslutning om skilsmisse eller separasjon eller i henhold til særskilt avtale, som har sammenheng med separasjon, om underhold eller tilskudd.

Artikkel 19

Sosiale trygdeytelser

Sosiale trygdeytelser og andre offentlige pensjoner som utredes av en av de Kontraherende Stater til en fysisk person som er bosatt i den annen Kontraherende Stat, skal bare kunne skattlegges i den førstnevnte Kontraherende Stat. Denne artikkel gjelder ikke utbetalinger som er omhandlet i artikkel 17 (offentlig tjeneste).

Artikkel 20

Investerings- og holdingselskaper

Et selskap hjemmehørende i en av de Kontraherende Stater som erverver dividender, renter, royalties eller formuesgevinst fra kilder i den annen Kontraherende Stat, skal ikke være berettiget til de skattemessige fordeler som er omhandlet i artiklene 8 (dividender), 9 (renter), 10 (royalties) eller 12 (formuesgevinst), såfremt—

(a) et slikt selskap på grunn av særregler pålegges en vesentlig lavere skatt av den førstnevnte Kontraherende Stat med hensyn til dividender, renter, royalties eller formuesgevinst

enn den skatt som vanligvis pålegges selskapsinntekt av denne Kontraherende Stat, og

(b) en eller flere personer, unntatt fysiske personer bosatt i den førstnevnte Kontraherende Stat (eller med hensyn til et norsk selskap, fysiske personer som er borgere av De Forente Stater), direkte eller indirekte innehar minst 25 prosent av aksjekapitalen i et selskap som nevnt—ifølge foretatt registrering eller fastslått på annen måte etter rådslagning mellom de kompetente myndigheter i de Kontraherende Stater.

KAPITTEL IV
Skattlegging av formue

Artikkel 21
Formuesskatter

(1) Formue som består av fast eiendom som omhandlet i artikkel 11 (inntekt av fast eiendom) kan skattlegges i den Kontraherende Stat hvor eiendommen ligger.

(2) Med forbehold av bestemmelsene i punkt (3) nedenfor, kan formue som består av andre verdigjenstander enn fast eiendom som nevnt i punkt (1), og direkte er knyttet til et fast driftssted som tilhører en person bosatt i en av de Kontraherende Stater, skattlegges i den Kontraherende Stat hvor det faste driftssted befinner seg.

(3) Skip og luftfartøyer som tilhører en person bosatt i en av de Kontraherende Stater og andre verdigjenstander enn fast eiendom some nevnt i punkt (1) og er knyttet til driften av slike skip og luftfartøyer, skal være unntatt fra beskatning i den annen Kontraherende Stat.

(4) Alle andre formuesdeler som tilhører en person bosatt i en Kontraherende Stat og som ikke er omhandlet i denne artikkel, skal være unntatt fra beskatning i den annen Kontraherende Stat.

KAPITTEL V
Almennelige bestemmelser

Artikkel 22
Almennelige beskatningsregler

(1) En person bosatt i en av de Kontraherende Stater kan skattlegges av den annen Kontraherende Stat av enhver inntekt fra kilder i den sistnevnte Kontraherende Stat og—med de begrensninger som er fastsatt i denne overenskomst—bare av slik inntekt. For dette formål skal de bestemmelser som er fastsatt i artikkel 24 (inntektskilder), anvendes til avgjørelse av inntektens kilde.

(2) Bestemmelsene i denne overenskomst skal ikke tokles således at de på noen måte gjennomfører noen innskrenkning i de ute-

lukkelser, fritagelser, fradrag, godskrivninger eller andre innrømmelser av hvilken som helst art, som nå er gitt eller som senere blir fastsatt—

(a) ved livgivningen i en av de Kontraherende Stater om fastsettelsen av de skatter som pålegges av denne Kontraherende Stat, eller

(b) ved enhver annen avtale mellom de Kontraherende Stater.

(3) De Forente Stater kan skattlegge sine borgere eller personer bosatt i De Forente Stater som om denne overenskomst ikke hadde trådt i kraft.

(a) Denne bestemmelse berører ikke de regler som er fastsatt i artiklene 19 (sosiale trygdeytelser), 23 (unngåelse av dobbeltbeskatning), 25 (ikke-diskriminering), 26 (diplomatiske og konsulære tjenestemenn) og 27 (fremgangsmåten ved inngåelse av gjensidige avtaler).

(b) Denne bestemmelse berører ikke de regler som er fastsatt i artiklene 15 (lærere), 16 (studenter og lærlinger) og 17 (offentlig tjeneste) vedrørende fysiske personer som ikke er borgere av De Forente Stater og some ikke har status som immigranter i De Forente Stater.

(4) Norge kan skattlegge sine diplomatiske og konsulære tjenestemenn som om denne overenskomst ikke hadde trådt i kraft.

(5) De Forente Stater kan pålegge sin skatt av personlige holding selskaper (*personal holding company tax*) og sin skatt av oppsamlet fortjeneste (*accumulated earnings tax*), uansett enhver bestemmelse i denne overenskomst. Et norsk selskap skal imidlertid være fritatt for skatt i De Forente Stater av personlige holding selskaper for ethvert inntekstår, såfremt en eller flere fysiske personer som er bosatt i Norge (og ikke er borgere av De Forente Stater) i løpet av hele inntektsåret direkte eller indirekte er innehavere av selskapets samlede aksjekapital. Et norsk selskap skal være fritatt for skatt i De Forente Stater av oppsamlet fortjeneste for ethvert inntektsår, med mindre selskapet i noe inntektsår driver næringsvirksomhet i De Forente Stater gjennom et fast driftssted på noe tidspunkt i løpet av et slikt år.

(6) De kompetente myndigheter i de to Kontraherende Stater kan fastsette forskrifter som er nødvendige for å gjennomføre bestemmelsene i denne overenskomst.

Artikkel 23

Unngåelse av dobbeltbeskatning

Dobbeltbeskatning av inntekt skal unngås på følgende måte.

(1) I samsvar med bestemmelsene og med de begrensninger som er fastsatt i De Forente Staters lovgivning (slik som den fra tid til annen måtte bli endret uten å påvirke de alminnelige retnings-

linjer i dette punkt) om godskrivning i skatt i De Forente Stater for skatt som skal betales i ethvert annet land enn De Forente Stater, skal De Forente Stater innrømme en borger av—eller en person bosatt i—De Forente Stater godskrivning i skatt i De Forente Stater for det tilsvarende beløp av den norske skatt. Dette beløp skal baseres på det skattebeløp som er betalt i Norge, men godskrivningen skal ikke overstige de begrensninger som er fastsatt i De Forente Staters lovgivning for vedkommende inntektsår (og gjelder begrensning med hensyn til godskrivning i skatt i De Forente Stater for inntekt fra kilder i Norge eller for inntekt fra kilder utenfor De Forente Stater) Reglene i artikkel 24 (inntektskilder) skal anvendes ved fastsettelse av inntektskilden, når det gjelder innrømmelse av godskrivning i De Forente Stater i forhold til skatter betalt i Norge. Ved godskrivning i De Forente Stater for skatter som er betalt i Norge, anses de skatter som er nevnt i artikkel 1 (de skatter som overenskomsten gjelder), punkt (1), bokstav (b), for å være inntekssskatter, bortsett fra formuesskattene til stat og kommune og den kommunale eiendomsskatt.

(2) Med hensyn til inntekt som skriver seg fra kilder i De Forente Stater, skal unngåelse av dobbeltbeskatning gjennomføres i Norge på følgende måte.

(a) Når en person bosatt i Norge oppebærer inntekt eller eier formue som overensstemmende med bestemmelsene i denne overenskomst, kan skattlegges i De Forente Stater eller er unntatt fra skatt i De Forente Stater etter artikkel 15 (lærere) eller artikkel 16 (studenter og lærlinger), skal Norge med forbehold av bestemmelsene i bokstav (b) eller (c) i dette punkt, unnta slik inntekt eller formue fra beskatning. Ved beregningen av skatten av den gjenværende inntekt eller formue kan dog den skattesats brukes som ville ha kommet til anvendelse, hvis den førstnevnte inntekt eller formue ikke var blitt unntatt.

(b) Når en person bosatt i Norge oppebærer inntekt som overensstemmende med bestemmelsene i denne overenskomst kan skattlegges i begge stater, skal Norge innrømme som fradrag i vedkommende persons inntektsskatt et beløp som tilsvarer den skatt som er betalt i De Forente Stater. Dette fradrag skal imidlertid ikke overstige den del av skatten, beregnet før fradraget gis, som tilsvarer den inntekt som skriver seg fra kilder i De Forente Stater i henhold til de regler som er fastsatt i artikkel 24 (inntektskilder)

(c) Når et norsk selskap mottar dividender fra et selskap i De Forente Stater, hvorav det norske selskap innehar minst 10 prosent av aksjekapitalen, skal Norge ved beskatningen av det norske selskap innrømme fradrag i den skatt som ellers skulle vært betalt for det forholdsmessige skattebeløp i De Forente Stater som er pålagt selskapet av dets over-

skudd, hvorav dividendene er utdelt. Det fradrag som innrømmes et norsk selskap for utdelte dividender, skal imidlertid reduseres med nettobeløpet av dividender mottatt fra selskapet i De Forente Stater (etter enhver skatt i De Forente Stater pålagt disse dividender).

Artikkel 24

Inntekskilder

I denne overenskomst gjelder følgende.

(1) Dividender skal bare anses som inntekt fra kilder i en Kontraherende Stat når de utdeles av et selskap som er hjemmehørende i denne Kontraherende Stat.

(2) Renter skal bare anses som inntekt fra kilder i en Kontraherende Stat når de utredes av denne Kontraherende Stat, en av dens regionale eller kommunale forvaltningsmyndigheter, eller av en person bosatt i denne Kontraherende Stat. Uansett den foregående setning, gjelder følgende—

(a) Hvis den person som utreder rentene (uansett om han er bosatt i en av de Kontraherende Stater), har et fast driftssted i en av de Kontraherende Stater og den gjeldsfordring som foranlediger rentebetalingen er pådratt i anledning av det faste driftssted og dette belastes rentene eller

(b) hvis den person som betaler rentene er bosatt i en av de Kontraherende Stater og har et fast driftssted i en annen stat enn en Kontraherende Stat og den gjeldsfordring som foranlediger rentebetalingen er pådratt i anledning av det faste driftssted og rentene betales til en person bosatt i den annen Kontraherende Stat samt belastes det nevnte faste driftssted, anses rentene for å skrive seg fra kilder i den stat hvor det faste driftssted forefinnes.

(3) Royalties som omhandlet i artikkel 10 (royalties), punkt (2), for bruken av, eller retten til å bruke, eiendom eller rettigheter som nevnt i dette punkt, skal bare anses som inntekt fra kilder i en Kontraherende Stat i den utstrekning de nevnte royalties utredes for bruken av, eller retten til å bruke, eiendom eller rettigheter i denne Kontraherende Stat.

(4) Inntekt av fast eiendom og royalties ved drift av bergverk, stenbrudd eller andre naturforekomster (herunder innbefattet gevinst ved salg av slik eiendom eller rettighet som foranlediger de nevnte royalties), skal bare anses som inntekt fra kilder i en Kontraherende Stat hvis eiendommen ligger i denne Kontraherende Stat.

(5) Inntekt ved utleie av løsøre skal bare anses som inntekt fra kilder i en Kontraherende Stat hvis slike løsøregjenstander befinner seg i denne Kontraherende Stat.

(6) Inntekt som en fysisk person mottar for utført arbeid eller personlig tjeneste som lønnsmottager eller som fri yrkesutøver, skal bare anses som inntekt fra kilder i en Kontraherende Stat i den utstrekning det nevnte arbeid er utført i denne Kontraherende Stat. Inntekt av personlig tjeneste utført ombord i skip eller luftfartøyer som drives i internasjonal fart av en person bosatt i en av de Kontraherende Stater eller under fiske i åpen sjø, skal anses som inntekt fra kilder i denne Kontraherende Stat hvis arbeidet er utført av et medlem av skipets eller luftfartøyets faste besetning. Uansett de foranstående bestemmelser i dette punkt, skal godtfjørelse som omhandlet i artikkel 17 (offentlig tjeneste) og utbetalinger som omhandlet i artikkel 19 (sosiale trygdeytelser), bare anses som inntekt fra kilder i en Kontraherende Stat hvis utbetalingen foretas av eller fra offentlig fond i denne Kontraherende Stat eller av en av dens regionale eller kommunale forvaltningsmyndigheter.

(7) Inntekt ved kjøp og salg av immaterielle eller materielle løsøregjenstander (av annen art enn gevinst som er definert som «royalties» i artikkel 10 (royalties), punkt (2), bokstav (b)), skal bare anses som inntekt fra kilder i en Kontraherende Stat hvis vedkommende gjenstand selges i denne Kontraherende Stat.

(8) Inntekt ved gevinst som omhandlet i artikkel 12 (formuesgevinst), punkt (3), skal anses som inntekt fra kilder i Norge.

(9) Uansett punkt (1) til (7), skal næringsinntekt som oppebæres av en person bosatt i en av de Kontraherende Stater og som kan tilskrives et fast driftssted som vedkommende person har i den annen Kontraherende Stat, anses som inntekt fra kilder i den sistnevnte Kontraherende Stat. Det samme gjelder inntekt av fast eiendom og naturforekomster samt dividender, renter, royalties (som definert i artikkel 10 (royalties), punkt (2)) og formuesgevinst, men bare hvis eiendommen eller rettighetene som foranlediger slik inntekt, dividendene, royaltyen eller formuesgevinsten har direkte tilknytning til et fast driftssted som nevnt.

(10) Kilden for enhver inntekt som punkt (1) til (9) ikke gjelder, skal fastsettes av hver av de Kontraherende Stater i samsvar med dens egen lovgivning. Uansett den foranstående setning, kan de kompetente myndigheter i de Kontraherende Stater for å unngå dobbeltbeskatning eller fremme ethvert annet formål med denne overenskomst med sikte på denne overenskomst treffe bestemmelse om en felles kilde for inntekt som er omhandlet i dette punkt. Dette gjelder når kilden for vedkommende inntekt etter lovgivningen i en av de Kontraherende Stater er forskjellig fra kilden for en slik inntekt i henhold til lovgivningen i den annen Kontraherende Stat eller hvis kilden for en inntekt som nevnt etter lovgivningen i en av de Kontraherende Stater ikke uten vanskelighet lar seg fastsette.

KAPITTEL VI

Særlige bestemmelser

Artikkel 25

Ikke-diskriminering

(1) Statsborger av en av de Kontraherende Stater som er bosatt i den annen Kontraherende Stat, skal ikke id den sistnevnte Kontraherende Stat være undergitt noen beskatning som er mer tyngende enn den som pålegges statsborger av denne Kontraherende Stat når vedkommende person er bosatt der.

(2) Beskatningen av et fast driftssted som en person bosatt i en av de Kontraherende Stater har i den annen Kontraherende Stat, skal ikke være mer tyngende enn den som pålegges en person bosatt i den sistnevnte Kontraherende Stat som utøver samme virksomhet. Dette punkt skal ikke tolkes slik at den forplikter en Kontraherende Stat til å innrømme fysiske personer bosatt i den annen Kontraherende Stat slike personlige fradrag, fritagelser og nedsettelser ved beskatningen, som den på grunn av personlige forhold eller forsørgelsesbyrde innrømmer fysiske personer som er bosatt på dens eget område.

(3) Et selskap hjemmehørende i en av de Kontraherende Stater hvis kapital helt eller delvis, direkte eller indirekte, tilhører eller kontrolleres av en eller flere personer som er bosatt i den annen Kontraherende Stat, skal i den førstnevnte Kontraherende Stat ikke være undergitt noen beskatning eller forpliktelse i sammenheng med denne som er annerledes eller mer tyngende enn den som et selskap hjemmehørende i den førstnevnte Kontraherende Stat er eller måtte bli undergitt, når selskapet utøver samme virksomhet og dets kapital i sin helhet tilhører eller kontrolleres av en eller flere personer bosatt i denne Kontraherende Stat.

(4) Bestemmelsene i denne artikkel skal ikke tolkes slik at de forplikter Norge til å innrømme borgere av De Forente Stater, som ikke er født i Norge av norske foreldre, den særskilte skattelettelse som tilstås norske borgere og fysiske personer født i Norge i henhold til den norske skattelov for landet § 22 og den norske skattelov for byene § 17

(5) En borger av, eller en person bosatt i, De Forente Stater skal med hensyn til norsk inntektsskatt innrømmes fradrag for renteutgifter som er pådratt i forbindelse med pantsettelse eller annen gjeldsforpliktelse vedrørende fast eiendom i Norge, i samme utstrekning som slike utgifter kan fratrekkes ved beregningen av norsk inntektsskatt hvis de var blitt pådratt en person som er bosatt i Norge.

(6) I samsvar med artikkel 1 (de skatter som overenskomsten gjelder), punkt (3), gjelder den nærværende artikkel skatter av enhver art som pålegges av staten, en delstat eller kommune.

(7) Et fast driftssted som opprettholdes i Norge av et selskap hjemmehørende i De Forente Stater, kan—uten hinder av bestemmelsene i punkt (2)—skattlegges i Norge av sitt samlede overskudd etter den skattesats som anvendes ved skattleggingen av norske selskaper med hensyn til overskudd som ikke blir utdelt. Under de forutsetninger som er nevnt nedenfor, skal imidlertid skattebeløpet ikke overstige den skatt som ville blitt pålagt et selskap og dets aksjonærer, hvis det hadde dreiet seg om et norsk selskap og dette hadde utdelt dividender til aksjonærer bosatt i De Forente Stater. Det forutsettes at de nevnte aksjonærer innehar minst 10 prosent av selskapets stemmeberettigede aksjekapital og at det norske selskap utdeler samme forholdsmessige andel av sitt overskudd som selskapet i De Forente Stater—som opprettholder et fast driftssted som nevnt—utdeler til sine aksjonærer av sitt samlede overskudd.

Artikkel 26

Diplomatiske og konsulære tjenestemenn

Intet av det som er fastsatt i den nærværende overenskomst skal berøre de skattemessige privilegier som tilkommer diplomatiske eller konsulære tjenestemenn i henhold til forlkerettens alminnelige regler eller bestemmelser i særlige avtaler.

Artikkel 27

Fremgangsmåten ved inngåelse av gjensidige avtaler

(1) Når en person bosatt i en av de Kontraherende Stater mener at tiltak som er truffet i den ene eller i begge Kontraherende Stater i forhold til ham medfører eller vil medføre en beskatning som ikke er i overensstemmelse med denne overenskomst, kan han innbringe saken for den kompetente myndighet i den Kontraherende Stat hvor han er bosatt. Dette kan gjøres uansett den klagerett som er fastsatt i de Kontraherende Staters lovgivninger. Hvis den kompetente myndighet som mottar kravet finner at det er begrunnet, skal den søke å få saken avgjort ved avtale med den kompetente myndighet i den annen Kontraherende Stat med sikte på å unngå beskatning som ikke er i samsvar med bestemmelsene i denne overenskomst.

(2) De kompetente myndigheter i de Kontraherende Stater skal ved gjensidig avtale søke enhver vanskelighet eller tvil som anvendelsen av overenskomsten måtte fremby De kompetente myndigheter i de Kontraherende Stater kan navnlig bli enige om—

(a) samme fordeling av næringsinntekt mellom en person som er bosatt i en av de Kontraherende Stater og hans faste driftssted som forefinnes i den annen Kontraherende Stat,

(b) ensartet fordeling av inntekt, fradrag, godskrivning eller fritagelse mellom en person bosatt i en av de Kontraherende Stater og en person som har fast tilknytning til ham, eller

(c) samme fastsettelse av kilden for særlige former for inntekt.

(3) De kompetente myndigheter i de Kontraherende Stater kan sette seg i direkte forbindelse med hverandre med sikte på å treffe avtale som omhandlet i denne artikkel. Når det synes tilrådelig for å oppnå enighet, kan de kompetente myndigheter møtes for å forhandle om saken.

(4) Hvis de kompetente myndigheter inngår avtale som nenvt, skal skatt pålegges inntekt og tilbakebetaling eller godskrivning av skatt gjennomføres av de Kontraherende Stater i henhold til slik avtale.

Artikkel 28

Utveksling av opplysninger

(1) De kompetente myndigheter i de Kontraherende Stater skal utveksle slike opplysninger som er nødvendige for å gjennomføre bestemmelsene i denne overenskomst og den interne lovgivning i de Kontraherende Stater om de skatter som overenskomsten gjelder. Alle opplysninger som utveksles på denne måte, skal behandles som hemmelige og ikke åpenbares for andre personer enn dem (herunder innbefattet en domstol eller et forvaltningsorgan) som har til oppgave å utligne, innfordre, tvangsfullbyrde eller pådømme de skatter som denne overenskomst gjelder.

(2) Bestemmelsene i punkt (1) skal ikke i noe tilfelle tolkes slik at de pålegger en av de Kontraherende Stater forpliktelse til—

(a) å sette i verk administrative tiltak som er i strid med dens egen eller den annen Kontraherende Stats lovgivning eller administrative praksis,

(b) å gi opplysninger som ikke kan fremskaffes i henhold til dens egen eller den annen Kontraherende Stats lovgivning eller vanlige administrative praksis, eller

(c) å gi opplysninger som ville åpenbare næringsmessige, forretningsmessige, kommersielle eller yrkesmessige hemmeligheter, eller næringsmessige fremstillingsmåter eller informasjoner hvis åpenbaring ville stride mot almene interesser (*ordre public*).

(3) Utveksling av opplysninger skal enten gjennomføres etter fast praksis eller etter anmodning i hvert enkelt tilfelle. De kompetente myndigheter i de Kontraherende Stater kan treffe avtale om oppgave over opplysninger som skal utveksles som et ledd i den daglige arbeidsgang.

(4) De kompetente myndigheter i de Kontraherende Stater skal gi hverandre underretnign om enhver endring i den skattelovgivning som er nevnt i artikkel 1 (de skatter som overenskomsten gjelder), punkt (1), og om innføring av enhver skatt som er omhandlet i artikkel 1 (de skatter som overenskomsten gjelder), punkt (2), ved å oversende endringstekstene eller de nye lovbestemmelser minst én gang om året.

(5) De kompetente myndigheter i de Kontraherende Stater skal gi hverandre underretning om offentliggjørelse i den enkelte Kontraherende Stat av stoff som gjelder anvendelsen av denne overenskomst, uansett om det dreier seg om forskrifter, administrative eller rettslige avgjørelser, ved å oversende tekstene vedrørende dette stoff minst én gang om året.

Artikkel 29

Bistand ved innfordring

(1) Hver av de Kontraherende Stater skal søke på vegne av den annen Kontraherende Stat å innfordre skatter som pålegges av den sistnevnte Kontraherende Stat for å sikre at enhver fritagelse eller nedsatt skattesats som gis i henhold til denne overenskomst, ikke skal kunne utnyttes av personer som ikke er berettiget til disse skattemessige fordeler. De kompetente myndigheter i de Kontraherende Stater kan rådføre seg med hverandre med hensyn til ikrafttredelsen av denne artikkel.

(2) Denne artikkel skal ikke i noe fall tolkes slik at den pålegger en Kontraherende Stat noen plikt til å gjennomføre administrative tiltak som er i strid med de forskrifter eller den praksis som gjelder i hver av de Kontraherende Stater eller som ville være i strid med den førstnevnte Kontraherende Stats suverenitet, sikkerhet eller almene interesser.

Artikkel 30

Territorial utvidelse

(1) Hver av de Kontraherende Stater kan på ethvert tidspunkt så lenge denne overenskomst er i kraft på diplomatisk vei gi den annen Kontraherende Stat skriftlig uttrykk for sitt ønske om at denne overenskomst, enten i sin helhet eller delvis, eventuelt også med sikte på et særlig tilfelle med nødvendige endringer, skal anvendes—

(a) med hensyn til De Forente Stater, ved at den blir utvidet til å omfatte samtlige områder eller ethvert område (hvor denne overenskomst ellers ikke gjelder) hvis internasjonale forbindelser De Forente Stater har ansvaret for og som pålegger skatter av vesentlig lignende art som dem som denne overenskomst gjelder, og

(b) med hensyn til Norge, ved at den blir utvidet til å omfatte samtlige områder eller ethvert område (hvor denne overenskomst ellers ikke gjelder) hvis internasjonale forbindelser Norge har ansvaret for og hvor skatter pålegges som er av vesentlig lignende art som dem som denne overenskomst gjelder. Når den annen Kontraherende Stat på diplomatisk vei har tilkjennegitt overfor den førstnevnte Kontraherende Stat ved skriftlig meddelelse, at den mottatte underret-

ning er godtatt vedrørende ett eller flere av de nevn områder, skriftvekslingen er ratifisert og ratifikasjonsdokumentene utvekslet, skal denne overenskomst, i sin helhet eller delvis, eventuelt med sikte på et særlig tilfelle med nødvendige endringer, som nærmere angitt i underretningen, få anvendelse for det område eller de områder slm er nevnt i denne og tre i kraft og få virkning på eller etter det tidspunkt eller de tidspunkter som der er anført. Ingen av bestemmelsene i denne overenskomst gjelder et område som nevnt, med mindre det foreligger en godtagelse og utveksling av ratifikasjonsdokumenter er gjennomført med hensyn til dette område.

(2) På ethvert tidspunkt etterat en utvidelse som er omhandlet i punkt (1) har trådt i kraft, kan haver av de Kontraherende Stater med seks måneders forutgående varsel gi den annen Kontraherende Stat på diplomatisk vei oppsigelse med hensyn til anvendelsen av overenskomsten for ethvert område som den er blitt utvidet til å omfatte i henhold til punkt (1) I dette tilfelle skal overenskomsten opphøre å ha anvendelse, være i kraft og ha virkning fra og med 1. januar som følger etter utløpet av tidsrommet på seks måneder, for det område eller de områder som er nevnt i inderretningen, uten at dette berører overenskomstens fortsatte anvendelse for De Forente Stater, Norge eller for ethvert annet område som den er blitt utvidet til å omfatte etter punkt (1)

(3) Ved anvendelsen av denne overenskomst i forhold til ethvert område som den ved underretning fra Norge eller De Forente Stater er blitt utvidet til å omfatte, skal angivelsen av «Norge» eller «De Forente Stater» som det passer i det foreliggende tilfelle, gjelde vedkommende område.

(4) Ved oppsigelse av denne overenskomst fra De Forente Stater eller fra Norge i henhold til artikkel 32 (opphør), skal overenskomsten opphøre å få anvendelse for ethvert område som den er blitt utvidet til å omfatte etter nærværende artikkel på foranledning av De Forente Stater eller Norge, med mindre noe annet uttrykkelig blir avtalt mellom begge Kontraherende Stater.

KAPITTEL VII

Sluttbestemmelser

Artikkel 31

Ikrafttredelse

(1) Denne overenskomst skal ratifiseres og ratifikasjonsdokumentene skal utveksles i Washington, D C., så snart som mulig. Den skal tre i kraft to måneder etter utvekslingen av ratifikasjonsdokumentene. Dens bestemmelser skal første gang ha virkning—

(a) i De Forente Stater—

(i) med hensyn til prosentsatsen for skatt som oppkreves ved kilden, for beløp som utbetales på eller etter det tidspunkt denne overenskomst trer i kraft,

(ii) med hensyn til andre inntektsskatter, for inntektsår som begynner på eller etter 1. januar 1971,

(b) i Norge—

(i) med hensyn til prosentsatsen for skatt som oppkreves ved kilden, for beløp som utbetales på eller etter det tidspunkt denne overenskomst trer i kraft,

(ii) med hensyn til andre skatter, for intektsår som begynner på eller etter 1. januar 1971.

(2) Overenskomsten mellom Norge og Amerikas Forente Stater til unngåelse av dobbeltbeskatning og forebygging av skatteunndragelse med hensyn til inntektsskatter, undertegnet i Washington, D.C., 13. juni 1959, endret og utfylt ved tilleggsoverenskomsten, undertegnet i Oslo 10. juli 1958, skal bringes til avslutning og opphøre å ha virkning med hensyn til inntekt som nærværende overenskomst gjelder i henhold til punkt (1) i denne artikkel.

Artikkel 32

Opphør

(1) Denne overenskomst skal forbli i kraft inntil den bringes til opphør av en av de Kontraherende Stater. Hver av de Kontraherende Stater kan bringe overenskomsten til opphør på ethvert tidspunkt etter fem år regnet fra tidspunktet for dens ikrafttredelse hvis minst seks måneders forutgående varsel om oppsigelse er blitt gitt på diplomatisk vei. I så tilfelle opphører overenskomsten å være i kraft og ha virkning med hensyn til inntekt vedrørende skatteår eller inntektsår som begynner (eller med hensyn til skatter som erlegges ved kilden, foretatte utbetalinger) på eller etter 1. januar som følger etter utløpet av tidsrommet på seks måneder.

(2) Uansett bestemmelsen i punkt (1), kan bestemmelsene i artikkel 19 (sosiale trygdeytelser) bringes til opphør av hver av de Kontraherende Stater på ethvert tidspunkt etterat denne overenskomst er trådt i kraft etter forutgående varsel som skal gis på diplomatisk vei.

UTFERDIGET i Olso i to eksemplarer på det norske og det engelkes sprog, slik at de to tekster har samme gyldighet, den 3. desember 1971.

FOR KONGERIKET NORGE:

FOR AMERIKAS FORENTE STATER.

[EXCHANGE OF NOTES]

No. 81 OSLO, *December 3, 1971*

EXCELLENCY:

I have the honor to refer to the Convention between the United States of America and Norway for the Avoidance of Double Taxation and the Prevention of Fiscal Evasion with Respect to Taxes on Income and Property which was signed today and to confirm, on behalf of the Government of the United States of America, the following understandings reached between the two Governments.

(1) The income, if any, derived by a resident of a Contracting State engaged in the operation in international traffic of ships or aircraft from the use, maintenance, and lease of containers and related equipment (including trailers for the inland transport of containers) in connection with the operation in international traffic of ships or aircraft described in Article 6 of the Convention falls within the scope of the income described in that article and therefore is exempt from tax in the other Contracting State.

(2) Income derived by a resident of one of the Contracting States engaged in the operation of ships or aircraft in international traffic from the leasing of a ship or aircraft is to be considered income from the operation of ships or aircraft in international traffic and therefore is exempt from income taxation in the other Contracting State in accordance with the provisions of Article 6 of the Convention.

(3) Income derived by a partner who is a resident of one of the Contracting States from an interest in a partnership which derives its income from the operation in international traffic of ships or aircraft and which is carried on with one or more partners resident in the other Contracting State shall be taxable only in the Contracting State in which he is a resident. Capital invested in such a partnership by partners resident in the United States shall be exempt from any Norwegian taxes on capital.

(4) Scandinavian Airlines System (SAS) is a consortium within the meaning of Article 6, its participating members being Det Norske Luftfartselskap A/S (DNL), A.B. Aerotransport (ABA), and Det Danske Luftfartselskab A/S (DDL). In order to avoid the problems inherent in operating in the United States through a consortium, the members of the consortium in 1946 established a New York corporation, Scandinavian Airlines System, Inc. (SAS, Inc.) to act on their behalf in the United States pursuant to an agency agreement dated September 18, 1946. A similar agreement was entered into by SAS directly and SAS, Inc. on March 14, 1951. Pursuant to the agency agreement, SAS, Inc. is authorized to perform only such functions as SAS assigns to it, all in connection with international air traffic. Under that agreement, all revenues collected by SAS, Inc. are automatically credited to SAS. Operating expenses incurred by SAS, Inc. are debited to SAS in accordance with the terms of the agency agree-

ment. SAS is obligated under the terms of the agency agreement to reimburse SAS, Inc. for all of its expenses irrespective of the revenues of SAS, Inc. SAS, Inc. does not perform any functions except those connected with or incidental to the business of SAS as an operator of aircraft in international traffic.

In view of the special nature of the SAS consortium and in view of the agency agreement as described above the United States for purposes of Article 6 of the Convention signed today and Article 5 of the existing Convention shall treat all of the income earned by SAS, Inc. which is derived from the operation in international traffic of aircraft as the income of the SAS consortium.

If this is in accord with your understanding, I would appreciate an acknowledgement from you to that effect.

PHILIP K. CROWE

His Excellency
ANDREAS CAPPELEN,
Minister of Foreign Affairs,
Oslo.

DET KGL. UTENRIKSDEPARTEMENT
MINISTEREN

OSLO, *3. desember 1971*

DERES EKSELLENSE,

Jeg har den ære å erkjenne mottagelsen av Deres Eksellenses note av idag, som på norsk lyder således.

"Jeg har den ære å henvise til overenskomst mellom Norge og Amerikas Forente Stater til unngåelse av dobbeltbeskatning og forebyggelse av skatteunndragelse med hensyn til skatter av inntekt og formue, som ble undertegnet idag, og bekrefter på vegne av Regjeringen i Amerikas Forente Stater, at det er oppnådd enighet mellom de to Regjeringer om følgende forståelse.

(1) Inntekt som måtte tilfalle en person bosatt i en Kontraherende Stat, når denne driver skip eller luftfartøyer i internasjonal fart, ved bruk, hold og leie av transportbeholdere (containers) og utstyr som har tilknytning til disse (herunder innbefattet tilhengere for befordring til lands av transportbeholdere), skal når dette skjer i forbindelse med drift av skip eller luftfartøyer i internasjonal fart som nevnt i artikkel 6 i overenskomsten, anses som inntekt i relasjon til denne artikkel og er derfor unntatt fra beskatning i den annen Kontraherende Stat.

(2) Inntekt ved leie av skip eller luftfartøy som tilfaller en person bosatt i en av de Kontraherende Stater, når denne driver skip eller luftfartøyer i internasjonal fart, skal anses som inntekt ved utøvelse av internasjonal skipsfarts- og luftfartsvirksomhet og er derfor unntatt fra beskatning i den annen Kontraherende Stat i henhold til bestemmelsen i artikkel 6 i overenskomsten.

(3) Inntekt som tilfaller en person bosatt i en av de Kontraherende Stater ved deltagelse i et interessentskap (partnership), skal bare kunne skattlegges i denne Kontraherende Stat, når interessentskapet erverver sin inntekt ved drift av skip eller luftfartøyer i internasjonal fart og dette drives med en eller flere medlemmer bosatt i den annen Kontraherende Stat. Formue som er anbragt i et interessentskap som nevnt, av medlemmer bosatt i De Forente Stater, skal være unntatt fra enhver norsk formuesskatt.

(4) Scandinavian Airlines System (SAS) er et konsortium innenfor rammen av artikkel 6. Dets deltagende medlemmer er Det Norske Luftfartselskap A/S (DNL), A.B. Aerotransport (ABA) og Det Danske Luftfartsselskab (DDL). For å unngå de vanskeligheter som er forbundet med å utøve virksomhet i De Forente Stater gjennom et konsortium, stiftet konsortiets medlemmer i 1946 et New York-selskap, Scandinavian Airlines System, Inc. (SAS, Inc.) for å opptre på deres vegne i De Forente Stater i henhold til en avtale om representasjon av 18. september 1946. En lignende avtale ble inngått direkte mellom SAS og SAS, Inc. 14. mars 1951. Etter avtalen om representasjon har SAS, Inc. bare fullmakt til å utføre slike oppgaver som pålegges av SAS og som utelukkende har tilknytning til internasjonal luftfart. I henhold til den nevnte avtale blir alle inntekter som innkasseres av SAS, Inc. automatisk godskrevet SAS. Driftsutgifter som SAS, Inc. pådrar seg, belastes SAS i samsvar med bestemmelsene i avtalen om representasjon. Etter reglene i denne avtale er SAS forpliktet til å erstatte SAS, Inc. alle dets utgifter, uansett SAS, Inc.'s inntekter. SAS, Inc. utfører ingen andre oppgaver enn dem som har tilknytning til eller som følger med SAS's forretningsvirksomhet som utøver av internasjonal luftfart. I betraktning av konsortiet SAS's særlige karakter og den forannevnte avtale om representasjon, vil De Forente Stater når det gjelder artikkel 6 i den overenskomst som er undertegnet idag og artikkel 5 i den gjeldende overenskomst, anse enhver inntekt som opperbæres av SAS, Inc. som skriver seg fra utøvelse av internasjonal luftfart, for å være konsortiet SAS's egen inntekt.

Hvis dette er overensstemmende med Deres oppfatning, ville jeg sette pris på å motta Deres bekreftelse."

Som svar har jeg den ære å underrette Deres Eksellense om at Norges Regjering aksepterer dette forslag og er enig i at Deres Eksellenses note og dette svar skal utgjøre en avtale mellom de to Regjeringer.

(TIAS 7474

95-005 O 73 29

Jeg benytter anledningen til å fornye overfor Deres Eksellense forsikringen om min høyeste aktelse.

ANDREAS CAPPELEN

Hans Eksellense
Her PHILIP K. CROWE
Amerikas Forente Staters Ambassadør
Oslo

Translation

THE ROYAL DEPARTMENT OF FOREIGN AFFAIRS
THE MINISTER

OSLO, *December 3, 1971*

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of today's date, which reads as follows.

[For the English language text, see p. 2889.]

In reply I have the honor to inform Your Excellency that the Government of Norway accepts this proposal and agrees that Your Excellency's note and this reply shall constitute an agreement between the two Governments.

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

ANDREAS CAPPELEN

His Excellency
PHILIP K. CROWE,
United States Ambassador,
Oslo.

GREECE

Status of United States Navy Personnel

Agreement effected by exchange of notes Dated at Athens September 1, 13, and 29, 1972; Entered into force September 29, 1972.

The Greek Ministry of Foreign Affairs to the American Embassy

MINISTÈRE ROYAL
DES AFFAIRES ÉTRANGÈRES

N° F. 4441.4/2/15/AS2293

Note Verbale

The Royal Ministry of Foreign Affairs presents its compliments to the Embassy of the United States of America and following the Ministry's Note Verbale N° 4441.4/1.231/AS2186 dated August 18, 1972,[1] has the honour to inform the Embassy that the Government of Greece has decided to extend to the Officers and crews of the U.S. Navy Units to be homeported in Greece, as well as to the members of their families, the legal status provided for by the relevant provisions of the following agreements a) the NATO Status of Forces Agreement of 1951,[2] b) the Agreement of October 12, 1953,[3] on granting Military facilities to the U.S. Armed Forces stationed in Greece, c) the Agreement of September 7, 1956 [4] on the legal Status of U.S. Forces in Greece, d) the Procès Verbal signed on August 28, 1972,[1] by duly authorized representatives of the Greek Government and the U.S. Embassy and whose one of the two originals was sent to the Embassy by Note 4441.4/2/13 AS2267/30-8-72.[1]

In particular, with regard to the application of the aforementioned legal status, the Government of Greece proposes the establishment of a joint Standing Committee to be composed of representatives of the

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[1] Not printed.
[2] TIAS 2846, 4 UST 1792.
[3] TIAS 2868, 4 UST 2189.
[4] TIAS 3649; 7 UST 2555.

Hellenic Armed Forces, the Royal Ministry of Foreign Affairs, the Ministry of Justice, the Ministry of Finance, the Ministry of Communication as well as of the U.S. Embassy and the 6th Fleet Support Group, which, called upon by the Hellenic Royal Ministry of Foreign Affairs at the request of one of its members, will assume the charge of settling any matter that might arise from the implementation of the provisions of the aforementioned legal status granted to the home-ported U.S. Navy personnel and their dependents.

The Royal Ministry of Foreign Affairs have the honour to propose that this Note and the Embassy's reply to that effect shall constitute an agreement between the two governments on the proposed Standing Committee, as described in the previous paragraph.

The Royal Ministry of Foreign Affairs avails itself of this opportunity to renew to the Embassy of the United States of America the assurances of its highest consideration.—

ATHENS, *September 1, 1972*

THE EMBASSY OF THE UNITED STATES
OF AMERICA
En Ville

The Greek Ministry of Foreign Affairs to the American Embassy

MINISTÈRE ROYAL
DES AFFAIRES ÉTRANGÈRES

Aide-Memoire

With reference to the Royal Ministry's of Foreign Affairs Note N° 4441.4/2/15/AS.2293 dated September 1, 1972, it is hereby confirmed that

1) By the term "The Agreement of September 7, 1956 on the legal Status of the U.S. Armed Forces in Greece" contained in the above Note, it is also implied the agreed understanding reached on September 7, 1956 by exchange of Notes N° 75 and 39608 [1] between the U.S. Embassy and the Ministry respectively

[1] Not printed.

2) It is at the U.S. Embassy's discretion to designate, on each session, the number and the names of the american representatives to participate in the proposed Joint Standing Committee.

ATHENS, *September 13, 1972*

THE EMBASSY OF THE UNITED STATES
OF AMERICA
En Ville

The American Embassy to the Greek Ministry of Foreign Affairs

No. 313

The Embassy of the United States of America presents its compliments to the Royal Ministry of Foreign Affairs and has the honor to refer to the Royal Ministry's Note No. 4441.4/2/15/AS.2293 dated September 1, 1972, the Royal Ministry's amendatory Aide Memoire of September 13, 1972, and the recent discussions between officials of the Royal Ministry and of the Embassy of the United States, all concerning the status of those United States Navy personnel and their dependents who are to take up residence in Greece under the home-porting concept, previously approved in principle by the Government of Greece, and the establishment of a Joint Standing Committee of appropriate Hellenic and American officials.

The Embassy agrees that the Royal Ministry's Note of September 1, 1972, as amended by the Aide Memoire of September 13, 1972 and clarified by the discussions referred to above, and this Note constitute an agreement both on the status of the affected United States Navy personnel and their dependents and on the establishment of the Joint Standing Committee.

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

EMBASSY OF THE UNITED STATES OF AMERICA,
ATHENS, *September 29, 1972.*

LIECHTENSTEIN

Social Security

Agreement effected by exchange of notes
Signed at Bern April 13, 1972,
Entered into force April 13, 1972;
Effective July 1, 1968.

The American Ambassador to the Liechtenstein Ambassador

The Ambassador of the United States of America presents his compliments to the Ambassador of the Principality of Liechtenstein and has the honor to refer to the correspondence which has taken place between representatives of the Governments of the United States and the Principality of Liechtenstein concerning reciprocity of payment of certain Social Security benefits.

The aforementioned correspondence has resulted in the following agreement between the Government of the United States and the Government of the Principality of Liechtenstein which will be effective as of July 1, 1968.

With respect to the payments of benefits authorized by Articles 55 through 75 of the Liechtenstein Old Age and Survivors Insurance, and by Articles 53 through 63 of the Liechtenstein Disability Insurance, the Government of the Principality of Liechtenstein agrees that the limitation in Article 31 of the said law on Disability Insurance does not apply to otherwise qualified citizens and nationals of the United States who have contributed for a total of five or more years. On the other hand, those citizens and nationals who have paid their contributions to both above-mentioned insurance systems during more than one year but less than five years shall obtain, upon application, the reimbursement of the payments they made to the Liechtenstein Old Age and Survivors Insurance.

On its part, the Government of the United States agrees that the social insurance system of the Principality of Liechtenstein meets the conditions of Section 202(t)(2) of the United States Social Security Act (42 USC 402/t/2/) and consequently comparable benefits authorized in Section 202(a) through 202(i) inclusive and Section 223(a) of the United States Social Security Act (42 USC 402/a/ through 402/i/ and 423/a/) may be paid to otherwise qualified Liechtenstein citizens without regard to the limitations of Section 202(t)(1) of the United States Social Security Act (42 USC 402/t/1/)

The present agreement is valid for a period of one year renewable by tacit agreement from year to year, unless abrogated by legislation of either party Notice shall be given of its denunciation as soon as possible, but in no case must the notice be given more than three months before its expiration date.

The Ambassador of the United States of America takes this opportunity to renew to the Ambassador of the Principality of Liechtenstein the assurance of his highest consideration.

SHELBY CULLOM DAVIS

EMBASSY OF THE UNITED STATES OF AMERICA,
BERN, *April 13, 1972*

The Liechtenstein Ambassador to the American Ambassador

AMBASSADE
DE LA
PRINCIPAUTÉ DE LIECHTENSTEIN BERNE

The Ambassador of the Principality of Liechtenstein presents his compliments to the Ambassador of the United States and has the honor to acknowledge receipt of his note of this day the contents of which are as follows·

"The Ambassador of the United States of America presents his compliments to the Ambassador of the Principality of Liechtenstein and has the honor to refer to the correspondence which has taken place between representatives of the Governments of the United States and the Principality of Liechtenstein concerning reciprocity of payment of certain Social Security benefits.

The aforementioned correspondence has resulted in the following agreement between the Government of the United States and the Government of the Principality of Liechtenstein which will be effective as of July 1, 1968.

With respect to the payments of benefits authorized by Articles 55 through 75 of the Liechtenstein Old Age and Survivors Insurance, and by Articles 53 through 63 of the Liechtenstein Disability Insurance, the Government of the Principality of Liechtenstein agrees that the limitation in Article 31 of the said law on Disability Insurance does not apply to otherwise qualified citizens and nationals of the United States who have contributed for a total of five or more years. On the other hand, those citizens and nationals who have paid their contributions to both above-mentioned insurance systems during more than one year but less than five years shall obtain, upon application, the reimbursement of the payments they made to the Liechtenstein Old Age and Survivors Insurance.

On its part, the Government of the United States agrees that the social insurance system of the Principality of Liechtenstein meets the conditions of Section 202(t)(2) of the United States Social Security Act (42 USC 402/t/2/) and consequently comparable benefits authorized in Section 202(a) through 202(i) inclusive and Section 223(a) of the United States Social Security Act (42 USC 402/a/ through 402/i/ and 423/a/) may be paid to otherwise qualified Liechtenstein citizens without regard to the limitations of Section 202(t)(1) of the United States Social Security Act. (42 USC 402/t/1/)

The present agreement is valid for a period of one year renewable by tacit agreement from year to year, unless abrogated by legislation of either party Notice shall be given of its denunciation as soon as possible, but in no case must the notice be given more than three months before its expiration date."

The Ambassador of the Principality of Liechtenstein has the pleasure to inform the Ambassador of the United States that the Princely Government agrees with the contents of this note. The agreement enters into force with the present exchange of notes.

The Ambassador of the Principality of Liechtenstein takes this opportunity to renew to the Ambassador of the United States the assurance of his highest consideration.

BERN, *April 13, 1972*

[1]

[1] Prince Henri of Liechtenstein.

URUGUAY

Agricultural Commodities

Agreement signed at Montevideo May 17, 1972;
Entered into force May 17, 1972.
And amending agreement
Effected by exchange of notes
Signed at Montevideo September 25, 1972;
Entered into force September 25, 1972.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE ORIENTAL REPUBLIC OF URUGUAY FOR SALES OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Oriental Republic of Uruguay have agreed to sales of agricultural commodities specified below This agreement shall consist of the Preamble, Parts I and III and the Dollar Credit Annex of the January 19, 1968 Agreement [1] and the following Part II.

PART II - PARTICULAR PROVISIONS

ITEM I. Commodity Table.

Commodity	Supply Period (U.S. Calendar Year)	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value ($ Millions)
Wheat/wheat flour	1972	120, 000	$7. 2

ITEM II. Payment Terms:

Dollar Credit

1. Initial Payment - None.
2. Currency Use Payment - None.
3. Number of Installment Payments - 19.
4. Amount of Each Installment Payment - approximately equal annual installments.

[1] TIAS 6445, 6564, 6868; 19 UST 4534, 6048; 21 UST 1141, 1144.

5. Due Date of First Installment Payment – two years after date of last delivery of commodities in each calendar year.
6. Initial Interest Rate – two percent.
7 Continuing Interest Rate – three percent.

ITEM III. Usual Marketing Requirement – None

ITEM IV Export Limitations.

A. The export limitation period shall be calendar year 1972 or any subsequent year in which commodities financed under this agreement are being imported and utilized.

B. For the purpose of Part I, Article III A3 of the agreement the commodities considered to be the same as the commodities imported under this agreement are. for wheat/wheat flour—wheat/wheat flour, rolled wheat, semolina, farina and bulgur (or same products under a different name).

ITEM V Self-Help Measures.

The Government of Uruguay agrees to

1. Immediately implement the first stage of the Grain Storage Program to include construction of several silos with a total capacity of approximately 55,000 tons.

2. Establish a permanent mechanism to coordinate the Ministry of Livestock and Agriculture, the Ministry of Economy and Finance, the Office of Planning and Budget, the Bank of the Republic, the Central Bank and other institutions involved, in the establishment of a wheat support price, credit availability, taxes, subsidies and costs related to wheat, so as to obtain desired levels of wheat production during years of normal weather conditions. The Government of Uruguay will publicly announce this policy, and adjust the support price as required by price levels and exchange rate changes.

3. Establish a national grain board which will contribute to the formulation of Government of Uruguay policies with respect to grain prices, purchases, storage, exportation and importation and be charged with the implementation of such policies.

4. Prepare studies by the Ministry of Livestock and Agriculture and the Bank of the Republic in order to establish the relationship between acreage planted and the yield, and the various factors which affect production costs to the wheat producer such as the availability and the price of inputs, the availability and the cost of production credit, taxes, etc., and those factors which may affect producer income such as product price, marketing credit, etc. These studies will be utilized to establish support price levels, producer credits, etc., so that during normal years wheat production can achieve sufficient levels to meet domestic requirements plus an exportable surplus of approximately 25 percent of the total.

5. Reorganize the Section of the Ministry of Livestock and Agriculture responsible for agrarian statistics and improve surveys and statistical reports on acreage sown, yields and other production and utilization data of the principal grains and oilseeds.

6. Establish within the various sections of the Ministry of Livestock and Agriculture involved in agricultural economic activities adequate technical specialization in order to make available three functional units that will provide. (a) immediate advice on technical matters, (b) planning and policy studies, and project development (OPYPA), and (c) agricultural statistics and economic studies pertaining to the sector.

7 Complete first stage soils maps for IMPROME land productivity tax and implement the technical evaluation of land production levels for IMPROME tax assessment purposes. Improve IMPROME administration, auditing and collection of delinquent returns. Review IMPROME and propose to Congress amendments to the law which will make the taxes more equitable, as a part of a coordinated plan to replace prior discounts (detracciones), and generally increase tax revenues from IMPROME.

8. Include in the monetary budget for 1973 adequate production credit to finance the 1973–74 wheat crop and other grain crops.

9. To also make available from the monetary budget for 1972–1973 and from extra-budgetary resources, an adequate reserve of funds so as to assure the financing of support prices for wheat and other grains for the 1972–73 crop year.

ITEM VI. Economic Development Purposes for Which Proceeds Accruing to Importing Country are to be Used.

For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon.

ITEM VII. Ocean Freight Financing:

The Government of the exporting country shall bear the cost of the ocean freight differential for commodities it requires to be carried in U.S. flag vessels but, notwithstanding the provisions of paragraph 1 of the Dollar Credit Annex it shall not finance the balance of the cost of ocean transportation of such commodities.

ITEM VIII. Issuance of Purchase Authorizations:

Authorizations to purchase grain under the agreement will be issued in increments of approximately one-fourth of the value of the agreement. The first two will be issued immediately after the signing of the agreement, and issuance of the next two will be subject to a joint United States Government—Government of Uruguay review of the needs of Uruguay

IN WITNESS WHEREOF the respective representatives, duly authorized for the purpose, have signed the present agreement.
DONE at Montevideo, in duplicate, this 17th day of May 1972.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA	FOR THE GOVERNMENT OF URUGUAY
C W ADAIR JR	JOSÉ A. MORA OTERO

CONVENIO ENTRE EL GOBIERNO DE LOS ESTADOS UNIDOS DE AMERICA Y EL GOBIERNO DE LA REPUBLICA ORIENTAL DEL URUGUAY PARA VENTAS DE PRODUCTOS AGRICOLAS

El Gobierno de los Estados Unidos de América y el Gobierno de la República Oriental del Uruguay han convenido sobre las ventas de productos agrícolas especificados más adelante. Este Acuerdo consistirá del Preámbulo, las Partes I y III, y el Anexo de Crédito en Dólares del Acuerdo de Ventas del 19 de enero de 1968, y la Parte II subsiguiente:

PARTE II - DISPOSICIONES PARTICULARES

ITEM I. Cuadro de Productos:

Producto	Período de suministro	Cantidad máxima aproximada (toneladas métricas)	Tope en valor del volumen a exportarse (millones de US$)
Trigo/harina de trigo	Año Civil 1972	120, 000	US$ 7.2

ITEM II. Condiciones de Pago

A. Crédito en dólares

1. Pago inicial - ninguno.
2. Pago en moneda para el uso local - ninguno.
3. Cantidad de pagos en cuotas - 19.
4. Importe de cada pago de cuota - importes anuales aproximadamente iguales.
5. Fecha de vencimiento del pago de la primera cuota - dos años después de la fecha de la última entrega de productos en cada año civil.
6. Tasa de interés inicial - 2 por ciento.
7 Tasa de interés de continuación - 3 por ciento.

ITEM III. Condiciones de comercialización habitual

Ninguna

ITEM IV Limitaciones a la exportación.

A. Ex período de limitación a las exportaciones será el año civil 1972 y cualquier año subsiguiente durante el cual se importen o utilicen productos financiados bajo este Acuerdo.

B. A los efectos de la Parte I, Artículo III A (3) del Acuerdo, los productos que se considera que son los mismos que los productos importados bajo este Acuerdo son. para trigo/harina de trigo—trigo/harina de trigo, trigo laminado, semolina, fariña y bulgur o los mismos productos bajo otros nombres.

ITEM V Medidas de Autoayuda

El Gobierno del Uruguay conviene en.

1. Poner en ejecución inmediata la primera etapa del Programa de Silos que incluirá la construcción de varios silos totalizando una capacidad aproximada a las 55,000 toneladas.

2. Institucionalizar un mecanismo de coordinación permanente entre el Ministerio de Ganadería y Agricultura, el Ministerio de Economía y Finanzas, la Oficina de Planeamiento y Presupuesto, el Banco de la República, el Banco Central y otras instituciones involucradas, para el establecimiento del precio sostén, la disponibilidad de crédito y los impuestos, subsidios y costos relacionados con el trigo, de forma tal que se puedan obtener los niveles deseados de producción de trigo en los años de condiciones climáticas normales. El Gobierno del Uruguay anunciará públicamente esta política, y ajustará el precio sostén en relación a los cambios sufridos en los niveles de precios y el tipo de cambio.

3. Formar una junta nacional de granos que contribuirá a la formulación de las políticas de Gobierno del Uruguay referentes al precio, compra, almacenaje, exportación e importación de granos y se encargará de la ejecución de las mismas.

4. Elaborar estudios por parte del Ministerio de Ganadería y Agricultura y del Banco de la República para establecer la relación existente entre el área sembrada y el rendimiento obtenido en las cosechas de trigo por un lado, y por el otro los diversos factores que inciden en el costo de producción del productor triguero, tales como la disponibilidad y el precio de los insumos, la disponibilidad y el costo del crédito para la producción, los impuestos, etc., y los factores que inciden en sus ganancias, tales como los precios del producto, los créditos de comercialización, etc. Dichos estudios se utilizarán para establecer los niveles del precio sostén, del crédito al agricultor, etc., de forma tal que en los años normales se alcance

una producción de trigo suficiente para el consumo interno más un excedente de aproximadamente el 25% de la cosecha para al exportación.

5. Reorganizar las oficinas del Ministerio de Ganadería y Agricultura encargadas de estadísticas agrarias y mejorar las encuestas e informes estadísticos sobre área sembradas; rendimientos y otros datos de producción y utilización de los principales cereales y oleaginosos.

6. Establecer una adecuada especialización entre los distintos organismos vinculados a aspectos de economía agrícola en el Ministerio de Ganadería y Agricultura, de forma de disponer de tres tipos de unidades. (a) asesoramiento y evacuación de consultas técnicas de carácter inmediato, (b) planificación, política y formulación de proyectos (OPYPA) y (c) estadísticas agropecuarias y estudios económicos vinculados al sector.

7 Completar la primera etapa del relevamiento de suelos para el IMPROME e implementar la evaluación técnica de la productividad a nivel predial para los fines impositivos. Mejorar la administración, auditoría y cobro a los deudores morosos del IMPROME. Hacer una revisión del IMPROME y proponer al Parlamento enmiendas a la ley que hagan que el impuesto sea más equitativo, que forme parte de un plan coordinado para sustituir las detracciones, y en general para aumentar el rendimiento del IMPROME.

8. Incluir en el Presupuesto Monetario de 1973 niveles de crédito suficientes para financiar la producción de la cosecha de trigo y otros granos del año agrícola 1973–74.

9. Efectuar asimismo una adecuada reserva de fondos provenientes de los Presupuesto Monetarios correspondientes a 1972 y 1973, así como de recursos de origen extrapresupuestario, de forma de asegurar el financiamiento del precio sostén del trigo y otros granos en el año agrícola 1972–1973.

ITEM VI. Fines de desarrollo económico para los cuales se utilizarán los fondos devengados y acumulados por el país importador·

Para los fines especificados en el Item V y para otros fines de desarrollo económico que se convengan mutuamente.

ITEM VII. Financiamiento del flete marítimo

El Gobierno del país exportador se hará cargo del diferencial del costo del flete marítimo de los productos que dicho país requiera que sean transportados en barcos de bandera estadounidense, pero, a pesar de los términos del Párrafo 1 del Anexo de Crédito en Dólares, no financiará el saldo del costo del flete marítimo de tales productos.

ITEM VIII. Emisión de Autorizaciones de Compra

Las autorizaciones para comprar granos bajo este Acuerdo serán emitidas en cuotas de aproximadamente un cuarto del valor del Acuerdo. Las dos primeras serán emitidas inmediatamente después

de la firma del Acuerdo, y la emisión de las dos siguientes estará condicionadaa un a revisión de las necesidades del Uruguay hecha conjuntamente por el Gobierno de los Estados Unidos de América y el Gobierno del Uruguay

EN FE DE LO CUAL, los respectivos representantes, debidamente autorizados para este fin, firman el presente Acuerdo.

DADO en Montevideo, en duplicado, el 17 de mayo de 1972, en inglés y español, ambos igualmente auténticos.

C W ADAIR JR
POR EL GOBIERNO DELOS ESTADOS UNIDOS DE AMERICA

JOSÉ A. MORA OTERO
POR EL GOBIERNO DE LA REPUBLICA ORIENTAL DEL URGUAY

[AMENDING AGREEMENT]

The American Ambassador to the Uruguayan Minister of Foreign Affairs ad interim

EMBASSY OF THE UNITED STATES OF AMERICA

No. 392

MONTEVIDEO, *September 25, 1972*

EXCELLENCY:

I have the honor to refer to the agricultural commodities agreement signed by the representatives of our two governments on May 17, 1972, and to propose amendment as follows:

(A) Part II, Item I, Commodity Table, is amended to read as follows.

Commodity	Supply Period	Approximate Maximum Quantity (Metric Tons)	Maximum Export Market Value (Millions of US$)
Wheat/ Wheat flour	US Calendar Year 1972	120, 000	$ 7. 2
Feedgrains	US Fiscal Year 1973	70, 000	4. 4
Vegetable Oil	US Fiscal Year 1973	8, 500	2. 1
		TOTAL	$13. 7

(B) Part II, Item III, Usual Marketing Requirements, is amended to read as follows.

Commodity	Import Period	Usual Marketing Requirement
Wheat/Wheat flour	US Calendar Year 1972	None
Feedgrains	US Fiscal Year 1973	None
Vegetable Oil	US Fiscal Year 1973	3,500 MT

(C) Part II, Item IV, Export Limitations, is amended by deleting the present subparagraph A and substituting the following:

"A. The export limitation period for wheat/wheat flour shall be calendar year 1972 or any subsequent calendar year in which wheat/wheat flour financed under this agreement is being imported and utilized. The export limitation period for feedgrains shall be United States fiscal year 1973 or any subsequent United States fiscal year in which feedgrains financed under this agreement are being imported and utilized."

(D) Part II, Item IV, Export Limitations, is amended to add the following phrase at end of subparagraph B

"For feedgrains—corn, cornmeal, barley (except malting barley), grain sorghum, rye, oats and mixed feeds containing predominantly such grains."

(E) Part II, Item V, Self-Help Measures, is amended by adding the following sentence at end of measure number 3

"One of the top priority policies for implementation by the National Grain Board will be to accumulate as rapidly as possible a reserve stock of wheat adequate to meet domestic consumption needs during periods of below average production resulting from adverse weather conditions and other causes."

(F) Part II, Item V, Self-Help Measures, add the following Self-Help Measures numbered 10, 11, and 12:

"10. Take positive action to increase the production of grain sorghums in order to offset some of the demand for corn for livestock feed."

"11. Develop a long-term plan and initiate action that will increase milk production and dairy-products processing capacity which will insure year-round supplies for internal consumption."

"12. Provide sufficient budgetary support to OPYPA, especially to the marketing and external financing departments, so as to enable OPYPA to function at an expanded level of activities and be less dependent upon the support of extra budgetary resources (PL 480 and AID Loan Counterpart)."

All other terms and conditions of the May 17, 1972 agreement remain the same.

US fiscal year 1973 begins on July 1, 1972 and ends on June 30, 1973.

If the foregoing is acceptable to your government, I propose this note and your reply thereto constitute an agreement between our two governments effective the date your note is received in reply

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

C W ADAIR JR

His Excellency
DR. JUAN CARLOS BLANCO
Minister of Foreign Affairs ad interim
Montevideo

The Uruguayan Minister of Foreign Affairs ad interim to the American Ambassador

MINISTERIO DE RELACIONES EXTERIORES

MONTEVIDEO, *25 de setiembre de 1972*

SEÑOR EMBAJADOR.

Tengo el honor de acusar recibo de la nota de Vuestra Excelencia N° 392 del 25 de setiembre de 1972, referente al Acuerdo sobre Productos Agrícolas firmado por los representantes de nuestros dos Gobiernos, el 17 de mayo de 1972, cuyo texto se transcribe a continuación.

"(A) Parte II, Item I, Cuadro de Productos, se modifica en los siguientes términos:

Producto	Período de suministro	Cantidad máxima aproximada (toneladas métricas)	Tope en valor del volumen a exportarse (millones de US$)
Trigo/harina de trigo.	Año Civil 1972	120. 000	7. 2
Granos para raciones	Año Fiscal de los EE.UU.1973	70. 000	4. 4
Aceite Vegetal	Año Fiscal de los EE.UU.1973	8. 500	2. 1
		TOTAL	13.7

(B) Parte II, Item III, Condiciones de Comercialización Habitual se modifica en los siguientes terminos:

"Producto	Periodo de Importación	Condiciones de Comercializacion Habitual
Trigo/harina de trigo	Año Civil 1972	Ninguna
Granos para raciones	Año Fiscal de los EE.UU. 1973	Ninguna
Aceite vegetal	Año Fiscal de los EE.UU. 1973	3.500 TM"

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(C) Parte II, Item IV, Limitaciones a la Exportación, se modifica eliminando el actual sub-párrafo A y sustituyéndolo por el siguiente.

"A. El período de limitación a las exportaciones de trigo/harina de trigo será el año civil 1972 o cualquier año civil subsiguiente durante el cual se importe y utilice trigo/harina de trigo financiado bajo este Acuerdo. El período de limitación a las exportaciones de granos para raciones será el año fiscal de los Estados Unidos 1973 o cualquier año fiscal de los Estados Unidos subsiguientes durante el cual se importen y utilicen granos para raciones financiados bajo este Acuerdo"

(D) Parte II, Item IV, Limitaciones a la Exportación, se modifica agregando la siguiente cláusula al final del sub-párrafo B

"para granos para raciones—maíz, harina de maíz, cebada (excepto cebada malteada), granos de sorgo, centeno, avena y raciones mixtas que contengan predominantemente tales granos."

(E) Parte II, Item V, Medias de Auto-Ayuda, se modifica agregando la siguiente cláusula al final de la medida 3 "Una de las medidas de mayor prioridad que implementará la junta nacional de granos será el acopio a la brevedad posible de una reserva de trigo en volumen suficiente como para satisfacer las necesidades de la demanda interna, de forma de cubrir el abastecimiento durante los períodos de producción deficitaria debido a condiciones climatéricas adversas u otras causas."

(F) Parte II, Item V, Medidas de Auto-Ayuda, se modifica agregando las siguientes Medidas de Auto-Ayuda Nos. 10, 11 y 12

"10. Tomar las medidas necesarias para aumentar la producción de sorgos graníferos a los efectos de cubrir parte de la demanda de maíz para alimentación animal.

"11. Formular e iniciar la aplicación de un programa a largo plazo para aumentar la producción de leche y la capacidad de procesamiento de productos lácteos de forma tal que anualmente se cubra la demanda interna.

"12. Proveer suficientes fondos presupuestales a OPYPA, especialmente a los Departamentos de Comercialización y Financiamiento Externos, que le permitan aumentar su nivel de actividades y depender menos de fondos extrapresupuestales (Fondos de Contrapartida de la PL 480 y de los Préstamos de AID)."

Los demás términos y condiciones del Acuredo del 17 de mayo de 1972 permanecen incambiados."

Tengo el honor de confirmar a Vuestra Excelencia, que el Gobierno de la República Oriental del Uruguay está conforme con lo que en ella se determina y con que la Nota de Vuestra Excelencia y la presente respuesta se consideren como constitutivas de un Acuerdo de nuestros dos gobiernos sobre la materia.

Hago propicia la oportunidad para reiterar a Vuestra Excelencia las expresiones de mi más alta consideración.

JUAN CARLOS BLANCO

AL SEÑOR CHARLES WALLACE ADAIR, JR.
Embajador Extraordinario y Plenipotenciario,
de los Estados Unidos de América.
Montevideo

Translation

MINISTRY OF FOREIGN AFFAIRS

MONTEVIDEO, *September 25, 1972*

MR. AMBASSADOR.

I have the honor to acknowledge receipt of Your Excellency's note No. 392 of September 25, 1972, concerning the Agricultural Commodities Agreement signed by representatives of our two Governments on May 17, 1972, the text of which reads as follows.

[For the English language text, see p. 2899.]

I have the honor to confirm that the Government of the Republic of Uruguay concurs in the foregoing and agrees that Your Excellency's note and this reply shall be considered to constitute an agreement between our two Governments on this matter.

I take this opportunity to renew to Your Excellency the expressions of my highest consideration.

JUAN CARLOS BLANCO

HIS EXCELLENCY CHARLES WALLACE ADAIR, JR.
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Montevideo

UNION OF SOVIET SOCIALIST REPUBLICS

Settlement of Lend Lease, Reciprocal Aid and Claims

Agreement signed at Washington October 18, 1972;
Entered into force October 18, 1972.

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND
THE GOVERNMENT OF THE UNION OF SOVIET SOCIALIST REPUBLICS
REGARDING SETTLEMENT OF LEND LEASE,
RECIPROCAL AID AND CLAIMS

The Government of the United States of America and the Government of the Union of Soviet Socialist Republics,

Considering the need to settle obligations arising out of prosecution of the war against aggression in order to foster mutual confidence and the development of trade and economic relations between the two countries,

Desiring to further the spirit of friendship and mutual understanding achieved by the leaders of both countries at the Moscow Summit,

Recognizing the benefits of cooperation already received by them in the defeat of their common enemies, and of the aid furnished by each Government to the other in the course of the war, and

Desiring to settle all rights and obligations of either Government from or to the other arising out of lend lease and reciprocal aid or otherwise arising out of the prosecution of the war against aggression,

Have agreed as follows

1 This Agreement represents a full and final settlement of all rights, claims, benefits and obligations of either Government from or to the other arising out of or relating to

(a) the Agreement of June 11, 1942, [1] between the Governments of the United States of America and the Union of Soviet Socialist Republics on principles applying to mutual aid in the prosecution of the war against aggression, including the arrangements between the two Governments preliminary to and replaced by said Agreement,

(b) the Agreement of October 15, 1945, [2] between the Governments of the United States of America and the Union of Soviet Socialist Republics concerning the disposition of lend-lease supplies in inventory or procurement in the United States of America, and

(c) any other matter in respect of the conduct of the war against aggression during the period June 22, 1941 through September 2, 1945

2 In making this Agreement both Governments have taken full cognizance of the benefits and payments already received by them under the arrangements referred to in Paragraph 1 above. Accordingly, both Governments have agreed that no further benefits will be sought by either Government for any obligation to it arising out of or relating to any matter referred to in said Paragraph 1.

3 (a) The Government of the Union of Soviet Socialist Republics hereby acquires, and shall be deemed to have acquired on September 20, 1945, all such right, title and interest as the

[1] EAS 253, 56 Stat. 1500.
[2] TIAS 3662, 7 UST 2819.

Government of the United States of America may have in all lend lease materials transferred by the Government of the United States of America to the Government of the Union of Soviet Socialist Republics, including any article (i) transferred under the Agreement of June 11, 1942, referred to above, (ii) transferred to the Government of the Union of Soviet Socialist Republics under Public Law 11 of the United States of America of March 11, 1941,[1] or transferred under that Public Law to any other government and retransferred prior to September 20, 1945 to the Government of the Union of Soviet Socialist Republics, (iii) transferred under the Agreement of October 15, 1945, referred to above, or (iv) otherwise transferred during the period June 22, 1941 through September 20, 1945 in connection with the conduct of the war against aggression.

(b) The Government of the United States of America hereby acquires, and shall be deemed to have acquired on September 20, 1945, all such right, title and interest as the Government of the Union of Soviet Socialist Republics may have in all reciprocal aid materials transferred by the Government of the Union of Soviet Socialist Republics to the Government of the United States of America during the period June 22, 1941 through September 20, 1945

a) The total net sum due from the Government of the Union of Soviet Socialist Republics to the Government of the United States of America for the settlement of all matters set forth in Paragraph 1 of this Agreement shall be U.S $722,000,000 payable as provided in subparagraphs (b), (c), and (d) of this Paragraph 4

[1] 55 Stat. 31.

(b) (i) Three installments shall be due and payable as follows $12,000,000 on October 18, 1972, $24,000,000 on July 1, 1973, and $12,000,000 on July 1, 1975 (ii) Subject to subparagraph (c) of this Paragraph 4, after the date ("Notice Date") on which a note from the Government of the United States of America is delivered to the Government of the Union of Soviet Socialist Republics stating that the Government of the United States of America has made available most-favored-nation treatment for the Union of Soviet Socialist Republics no less favorable than that provided in an Agreement Between the Governments of the United States of America and the Union of Soviet Socialist Republics Regarding Trade signed on the date hereof, the balance of $674,000,000 in payment of lend lease accounts shall be paid in equal installments ("Regular Installments") as follows

(1) If the Notice Date falls on or before May 31, 1974, the first Regular Installment shall be due and payable on July 1, 1974, and subsequent Regular Installments shall be due and payable annually on July 1 of each year thereafter through July 1, 2001, or

(2) If the Notice Date falls on or after June 1, 1974, and (A) If the Notice Date occurs in the period of June 1 through December 1 of any year, the first Regular Installment shall be due and payable not more than 30 days following the Notice Date and subsequent Regular Installments shall be due and payable annually on July 1 of each year thereafter through July 1, 2001, or (B) If the Notice Date occurs in the period of December 2 of any year through May 31 of the

following year, the first Regular Installment shall be due and payable on the July 1 next following the Notice Date and subsequent Regular Installments shall be due and payable annually on July 1 of each year thereafter through July 1, 2001.

(c) In any year, upon written notice to the Government of the United States of America that a deferment of a Regular Installment (except the first and last Regular Installment) next due is necessary in view of its then current and prospective economic conditions, the Government of the Union of Soviet Socialist Republics shall have the right to defer payment of such Regular Installment ("Deferred Regular Installment") Such right of deferment may be exercised on no more than four occasions On each such occasion, without regard to whether the Government of the Union of Soviet Socialist Republics defers any subsequent Regular Installments, the Deferred Regular Installment shall be due and payable in equal annual installments on July 1 of each year commencing on the July 1 next following the date the Deferred Regular Installment would have been paid if the Government of the Union of Soviet Socialist Republics had not exercised its right of deferment as to such Regular Installment with the final payment on the Deferred Regular Installment on July 1, 2001, together with interest on the unpaid amount of the Deferred Regular Installment from time to time outstanding at three percent per annum, payable at the same time as the Deferred Regular Installment is due and payable.

(d) The Government of the Union of Soviet Socialist Republics shall have the right to prepay at any time all or any part of its total settlement obligation, provided that no such prepayment may be made at any time when any payment required to be made under this Paragraph 4 has not been paid as of the date on which it became due and payable.

5 Both Governments have agreed that this Agreement covers only rights, claims, benefits and obligations of the two Governments Further, nothing in this Agreement shall be deemed to terminate the provisions of Article III of the Agreement of June 11, 1942, referred to above.

DONE at Washington in duplicate this eighteenth day of October, 1972, in the English and Russian languages, each text 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] William P Rogers
[2] N. S. Patolichev

СОГЛАШЕНИЕ

между Правительством Соединенных Штатов Америки и Правительством Союза Советских Социалистических Республик об урегулировании ленд-лиза, взаимной помощи и претензий

Правительство Соединенных Штатов Америки и Правительство Союза Советских Социалистических Республик,

считая необходимым урегулировать обязательства, возникшие из ведения войны против агрессии, для укрепления взаимного доверия и развития торговых и экономических отношений между двумя странами,

желая развивать дух дружбы и взаимопонимания, достигнутые руководителями обеих стран во время переговоров в Москве на высшем уровне,

признавая выгоды сотрудничества, уже полученные ими при разгроме их общих врагов и от помощи, оказанной каждым Правительством друг другу в ходе войны, и

желая урегулировать все права и обязательства каждого Правительства по отношению к другому, возникшие из ленд-лиза и взаимной помощи, или возникшие иным образом из ведения войны против агрессии,

договорились о следующем:

I. Настоящее Соглашение представляет собой полное и окончательное урегулирование всех прав, претензий, выгод и обязательств каждого Правительства по отношению друг к другу, возникших из или относящихся к:

а) Соглашению от II июня 1942 года между Правительствами Соединенных Штатов Америки и Союза Советских Социалистических Республик о принципах, применимых к взаимной помощи в ведении войны против агрессии, включая соглашения между двумя Правительствами, заключенные до указанного Соглашения и замененные им;

b) Соглашению от I5 октября I945 года между Правительствами Соединенных Штатов Америки и Союза Советских Социалистических Республик по вопросу использования ленд-лизовских материалов, находившихся в наличии или в стадии изготовления в Соединенных Штатах Америки;

c) любому другому вопросу, связанному с ведением войны против агрессии в период с 22 июня I94I года до 2 сентября I945 года включительно.

2. При заключении настоящего Соглашения оба Правительства полностью признали выгоды и платежи, уже полученные ими в соответствии с соглашениями, указанными выше в пункте I. В соответствии с этим оба Правительства согласились, что никакие другие выгоды не будут изыскиваться каждым Правительством в отношении любого обязательства, возникшего из или относящегося к любому вопросу, указанному в упомянутом пункте I.

3. a) Правительство Союза Советских Социалистических Республик настоящим приобретает, и будет считаться, что оно приобрело на дату 20 сентября I945 года права собственности и все иные права и интересы, какие Правительство Соединенных Штатов Америки могло бы иметь на все ленд-лизовские материалы, переданные Правительством Соединенных Штатов Америки Правительству Союза Советских Социалистических Республик, включая любой предмет, (i) переданный по указанному выше Соглашению от II июня 1942 года, (ii) переданный Правительству Союза Советских Социалистических Республик по Закону Соединенных Штатов Америки № XI от II марта I94I года или переданный по этому Закону любому другому Правительству и затем переданный до 20 сентября 1945 года Правительству Союза Советских Социалистических Республик, (iii) переданный по указанному выше Соглашению от I5 октября 1945 года, или (iv) переданный иным образом в период с 22 июня I94I года до 20 сентября I945 года включительно в связи с ведением войны против агрессии.

b) Правительство Соединенных Штатов Америки настоящим приобретает, и будет считаться, что оно приобрело на дату 20 сен-

тября 1945 года, права собственности и все иные права и интересы, какие Правительство Союза Советских Социалистических Республик могло бы иметь на все материалы по взаимной помощи, переданные Правительством Союза Советских Социалистических Республик Правительству Соединенных Штатов Америки в период с 22 июня 1941 года до 20 сентября 1945 года включительно.

4. a) Общая окончательная сумма, причитающаяся от Правительства Союза Советских Социалистических Республик Правительству Соединенных Штатов Америки в урегулирование всех вопросов, указанных в пункте I настоящего Соглашения, составляет 722 млн. долларов США, подлежащих выплате в долларах США в порядке, предусмотренном в подпунктах "b","c" и "d" настоящего пункта 4.

b) (i) Три взноса подлежат выплате следующим образом: 12 млн.долларов 1 октября 1972 года, 24 млн.долларов I июля 1973 года и 12 млн.долларов I июля 1975 года. (ii) При соблюдении положений подпункта "c" настоящего пункта 4 после даты ("Дата уведомления"), когда будет получена Правительством Союза Советских Социалистических Республик нота от Правительства Соединенных Штатов Америки, указывающая, что Правительство Соединенных Штатов Америки предоставило Союзу Советских Социалистических Республик режим наиболее благоприятствуемой нации не менее благоприятный, чем тот, который предусмотрен в Соглашении между Правительствами Соединенных Штатов Америки и Союза Советских Социалистических Республик о торговле, подписанном в тот же день, что и настоящее Соглашение, остающаяся сумма 674 млн. долларов в счет платежей по ленд-лизу будет выплачиваться равными взносами ("Регулярные взносы") следующим образом:

(I) если Дата уведомления будет приходиться на 31 мая 1974 года или ранее, то первый Регулярный взнос подлежит выплате I июля 1974 года, а последующие Регулярные взносы подлежат выплате ежегодно I июля каждого последующего года до I июля 2001 года включительно, или

(2) если Дата уведомления будет приходиться на I июня 1974 года или позднее и (A) если Дата уведомления будет прихо-

диться на период с I июня до I декабря включительно любого года, то первый Регулярный взнос подлежит выплате не позднее чем через 30 дней после Даты уведомления, а последующие Регулярные взносы подлежат выплате ежегодно I июля каждого следующего года до I июля 200I года включительно, или (В) если Дата уведомления будет приходиться на период со 2 декабря любого года по 3I мая следующего года, то первый Регулярный взнос подлежит выплате 1 июля следующего после Даты уведомления, а последующие Регулярные взносы подлежат выплате ежегодно I июля каждого следующего года до I июля 200I года включительно.

c) В любом году, после письменного уведомления, направленного Правительству Соединенных Штатов Америки о том, что отсрочка очередного Регулярного взноса (за исключением первого и последнего Регулярных взносов) является необходимой ввиду сложившихся и предполагаемых в СССР экономических условий, Правительство Союза Советских Социалистических Республик будет иметь право отсрочить платеж такого Регулярного взноса ("Отсроченный регулярный взнос"). Таким правом отсрочки можно будет воспользоваться не более четырех раз. В каждом таком случае, независимо от того, переносит ли Правительство Союза Советских Социалистических Республик любые последующие Регулярные взносы, Отсроченный регулярный взнос подлежит выплате равными ежегодными взносами I июля каждого года, начиная со следующего I июля после даты, - когда Отсроченный регулярный взнос был бы произведен, если бы Правительство Союза Советских Социалистических Республик не воспользовалось бы своим правом отсрочки в отношении такого Регулярного взноса, - и с последним платежом в счет Отсроченного регулярного взноса I июля 200I года; проценты, начисляемые на остающуюся невыплаченной время от времени сумму Отсроченного регулярного взноса в размере 3% годовых, подлежат выплате в те же сроки, что и Отсроченный регулярный взнос.

d) Правительство Союза Советских Социалистических Республик будет иметь право досрочно выплатить в любое время все или любую часть своего общего обязательства по урегулированию,

при условии, что никакой такой досрочный платеж не может быть произведен в любое время, когда любой платеж, который должен быть произведен в соответствии с настоящим пунктом 4, не был произведен на дату, когда он должен был быть осуществлен.

5. Оба Правительства согласились, что настоящее Соглашение охватывает только права, претензии, выгоды и обязательства обоих Правительств. При этом, ничто в настоящем Соглашении не будет рассматриваться как прекращающее действие положений статьи Ш указанного выше Соглашения от II июня 1942 года.

Совершено в Вашингтоне 18 октября 1972 года в двух подлинных экземплярах, каждый на английском и русском языках, причем оба текста имеют одинаковую силу.

По уполномочию
Правительства Соединенных Штатов Америки

По уполномочию
Правительства Союза Советских Социалистических Республик

BELGIUM

Passenger Charter Air Services

Memorandum of understanding signed at Brussels October 17, 1972;
Entered into force October 17, 1972.

MEMORANDUM OF UNDERSTANDING

Representatives of the Government of the United States of America and the Government of Belgium have discussed the regulation of passenger charter air services between their territories and have concluded that a bilateral nonscheduled air services agreement governing such services is not possible at this time. This memorandum sets forth mutual adherence to certain basic regulatory principles which emerged from the discussion and describes the regulatory regimes each will apply to operations of the other's carriers over the foreseeable period extending from January 1, 1973 through December 31, 1975.

Mutually Recognized Principles

After a thorough review of their regulatory policies, the parties recognize certain common elements important to both their governments.

1. Passenger charter air services provide the citizens of their countries important opportunities for promoting cultural exchange, tourism, and air commerce.

2. The qualification of particular carriers to perform passenger charter air services, and the operating conditions applicable to the operation, navigation, servicing and handling of aircraft engaged in such services should be in conformity with the Chicago Convention,[1] its pertinent annexes, and equivalent to the treatment accorded to the parties' designated scheduled carriers under Articles II, III, V, and VI of the bilateral air services agreement between Belgium and the United States, signed at Brussels April 5, 1946.[2]

3. While passenger charter air traffic should not be permitted to cause substantial impairment of scheduled air services, quota limits

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[1] TIAS 1591, 3756; 61 Stat. 1180; 8 UST 179.
[2] TIAS 1515; 60 Stat. 1585.

on the volume of passenger charter air traffic are not acceptable for this purpose. The parties shall deal with this question by establishing and enforcing reasonable passenger charter regulations.

4. Possible difficulties arising from the regulation, operation or volume of passenger charter air service will be discussed between the parties in the shortest possible time.

5. Unless otherwise specified in the annexes hereto, no discrimination should be permitted against a carrier or among carriers of the other party performing operations within the regulatory framework annexed to this memorandum, and such operations shall be permitted without advance approval of flights subject only to reasonable notice requirements.

6. To provide a sound and secure foundation for passenger charter air service for the foreseeable future, there is set forth in the attached annexes the regulatory regime each party intends to apply from January 1, 1973 to December 31, 1975. Each party acknowledges its satisfaction with the policies of the other and confirms there will be no change in these regimes within the terms of the annexes, unless otherwise understood between them.

DONE at Brussels, October 17, 1972.

FOR THE UNITED STATES OF AMERICA:

ROBERT STRAUSZ-HUPÉ

Robert Strausz-Hupé
Ambassador

FOR BELGIUM:

FERNAND DELMOTTE

Fernand Delmotte
Ministre des Communications

ANNEX 1

U.S. REGULATORY POLICY

In the exercise of their regulatory functions, the United States civil aviation authorities, for the period extending from January 1, 1973 through December 31, 1975 will:

1. Continue the existing on-route charter authority of the Belgian designated route carrier for all charter types as are or may be authorized to foreign scheduled airlines (including travel group charters).

2. Treat off-route charter operations of the Belgian designated route carrier in a manner consistent with the treatment accorded them prior to 1970.

3. Authorize the Belgian designated route carrier to operate under paragraphs 1 and 2, inclusive tour charters authorized by Civil Aeronautics Board rules.

4. Authorize the Belgian designated route carrier to lease a Belgian registered aircraft with crew from another Belgian certificated carrier for operations under paragraphs 1, 2, and 3, in accordance with existing Civil Aeronautics Board rules and procedures.

5. Continue in force the other charter foreign air carrier permit currently held by a Belgian carrier.

6. Accord liberal treatment under existing procedures to applications of other Belgian carriers for limited and infrequent charter flights to and/or from the United States.

ANNEX 2

BELGIAN REGULATORY POLICY

In the exercise of their regulatory functions, the Belgian civil aviation authorities, for the period extending from January 1, 1973 through December 31, 1975, will:

1. Permit all United States carriers certificated to provide passenger charter service to and from Belgium to exercise the right to pick up and set down in Belgium such passenger charter traffic moving between a point or points in the United States and a point or points in Belgium (one way or round-trip, nonstop or via intermediate countries, as well as to or from points beyond or behind) for all charter type traffic as is or may be authorized by the Civil Aeronautics Board (including travel group charters).*)

2. Continue to permit the same operations by the same carriers as in paragraph 1 above when the traffic is moving in either direction between Belgium and a point or points in North America outside the United States and such charter flights are authorized by the competent authorities of the third country.

3. Grant liberal treatment to applications of other Civil Aeronautics Board authorized United States carriers for limited and infrequent charter flights to and/or from Belgium.

*) Where authority to uplift a particular Belgium-originating charter flight composed of third-country residents has been denied by another European authority, the Belgian authorities reserve the right to require prior approval. [Footnote in the original.]

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[1] Not printed herein.

MULTILATERAL

Postal Union of the Americas and Spain: Constitution, General Regulations and Final Protocol; Convention, Final Protocol and Regulations of Execution; Parcel Post Agreement, Final Protocol and Regulations of Execution; Money Order Agreement and Final Protocol [1]

Signed at Santiago November 26, 1971;
Ratified and approved by the Postmaster General of the United States of America August 4, 1972;
Approved by the President of the United States of America October 31, 1972;
Entered into force July 1, 1972.

Translation prepared by the Postal Service

CONSTITUTION OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

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[1] Texts as certified by the Secretary General of the Tenth Congress of the Postal Union of the Americas and Spain, Santiago.

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CONSTITUTION OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

Preamble

With a view to expand, facilitate and improve the postal services between the peoples of the Americas and Spain and to contribute to the development of their activities, the Plenipotentiary Representatives of the Governments of the Contracting Countries have adopted, subject to ratification, this Constitution.

PART I

ORGANIC PROVISIONS

CHAPTER I

GENERAL

ARTICLE 1

Scope and Ojectives of the Union

1. The Countries whose Governments adopt this Constitution comprise, under the title of Postal Union of the Americas and Spain, a single postal territory for the reciprocal exchange of letter post items under conditions more favorable to the public than those established by the Universal Postal Union.

2. Freedom of transit is guaranteed throughout the Union's territory.

3. The Postal Union of the Americas and Spain intends, furthermore, to promote and improve postal relations between the Administrations of Member Countries, to create a movement capable of giving efficient representation at Congresses, Conferences and other meetings of the Universal Postal Union as well as other international organizations whose common interests relate to postal services, and to coordinate the efforts of the Member Countries in order to achieve these objectives.

4. The Union shall participate, within the financial limits of the programs approved by Congress, in providing technical assistance and postal vocational training for the benefit of its Member Countries.

ARTICLE 2

Members of the Union

Member Countries of the Union are

a) Countries which have membership status at the date on which this Constitution comes into force,

b) Countries admitted to membership in accordance with Article 11.

ARTICLE 3

Jurisdiction of the Union

The Union has within its jurisdiction
a) the territories of Member Countries,
b) post offices established by Member Countries in territories not included in the Union,
c) other territories which, without being members of the Union, depend on Member Countries for postal services.

ARTICLE 4

Seat of the Union

The seat of the Union and of its permanent organs shall be at Montevideo, capital of the Oriental Republic of Uruguay

ARTICLE 5

Official Language of the Union

The official language of the Union is Spanish.

ARTICLE 6

Monetary Standard

In the application of the Acts of the Union, the monetary unit shall be that of the gold franc as defined in the Constitution of the Universal Postal Union.

ARTICLE 7

Legal Status

Every Member Country, acting according to its internal legislation, shall extend legal powers to the Postal Union of the Americas and Spain to enable it to function properly and attain its objectives.

ARTICLE 8

Privileges and Immunities

1. Within the territory of each of the Member Countries, the Union shall enjoy such privileges and immunities as are necessary for the realization of its objectives.
2. The Representatives of Member Countries who attend the meetings of the organs of the Union and the officers of the Union, when on official business, shall also enjoy the privileges and immunities necessary for the completion of their duties.

ARTICLE 9

Restricted Unions

Member Countries may establish Restricted Unions among themselves for the purpose of reducing rates or introducing other improvements in any of the services referred to in the Acts of the Union to which the Countries concerned are parties.

ARTICLE 10

Special Agreements

The Postal Administrations of the Member Countries may negotiate special agreements.

a) to improve the postal services established in the Convention and the Agreements of the Union to which they are parties,
b) to establish in their reciprocal relationships such postal services as they perform in their own domestic service and which are not provided for in the Acts of the Union.

CHAPTER II

ACCESSION, ADMISSION TO AND WITHDRAWAL FROM THE UNION

ARTICLE 11

Accession or Admission to the Union

1. Countries or territories located in the American Continent or its islands which have membership status in the Universal Postal Union, provided they have no conflict of sovereignty with a Member Country, may accede to the Union.

2. Any sovereign Country of the Americas, which is not a member of the Universal Postal Union, may apply for admission to the Postal Union of the Americas and Spain.

3. Accession or application for admission to the Union entails a formal declaration of accession to the Constitution and the obligatory Acts of the Union.

ARTICLE 12

Withdrawal from the Union

Every Country shall have the right to withdraw from the Union by renouncing its status as a member.

CHAPTER III

ORGANIZATION OF THE UNION

ARTICLE 13

Organs of the Union

1. The organs of the Union are the Congress, the Conferences, the Consultative and Executive Council, and the International Office.

2. The permanent organs of the Union are the Consultative and Executive Council and the International Office.

ARTICLE 14

Congress

1. Congress is the supreme organ of the Union.
2. Congress shall be composed of the Representatives of Member Countries.

ARTICLE 15

Extraordinary Congresses

At the request of at least three Member Countries, and with the consent of two-thirds, an Extraordinary Congress may be convened.

ARTICLE 16

Conferences

1. At the request of at least three Postal Administrations of Member Countries, and with the consent of two-thirds, a Conference may be convened to examine technical or administrative questions.
2. Whenever a Universal Postal Congress takes place, the Representatives of the Member Countries shall hold a Conference to determine the joint action to be followed at the Congress.

ARTICLE 17

Consultative and Executive Council

1. Between Congresses, the Consultative and Executive Council shall ensure the continuity of the work of the Union and shall make studies and issue opinions on technical, operational and economic matters which are of interest to the postal service.
2. Members of the Consultative and Executive Council shall carry out their functions in the name and interests of the Union.

ARTICLE 18

International Office

The International Office of the Postal Union of the Americas and Spain, which is the permanent organ for liaison, information and consultation between the Postal Administrations of the Member Countries, shall operate at the seat of the Union. The International Office, managed and administered by a Director General, shall be placed under the general supervision of the National Directorate of Posts of the Oriental Republic of Uruguay.

ARTICLE 19

The Transfer Office

There operates in Panama, capital of the Republic of Panama, an office known as the Transfer Office (Officina de Transbordos) It is the function of this office to receive and forward postal dispatches which originate in the Administrations of the Member Countries and which, upon passing in transit through the Isthmus, give rise to transfer operations.

CHAPTER IV

FINANCES

ARTICLE 20

Expenditures of the Union, Contributions of Member Countries

The expenses of the Union shall be borne in common by Member Countries, which shall be divided for this purpose into a specific number of contribution classes.

PART II

ACTS OF THE UNION

CHAPTER I

GENERAL

ARTICLE 21

Acts of the Union

1. The Constitution is the basic Act of the Union and contains its organic rules.

2. The General Regulations embody those provisions which assure the application of the Constitution and the operation of the Union. They shall be binding on all Member Countries.

3. The Convention and its Regulations of Execution embody the rules applicable throughout the international postal service and the provisions concerning the letter post services. These Acts shall be binding on all Member Countries.

4. The Agreements and their Regulations of Execution regulate the services other than those of the letter post. These shall be binding only on the Member Countries which are parties to them.

5. The Final Protocols eventually annexed to the Acts of the Union referred to in paragraphs 3 and 4 contain the reservations to these Acts.

6. The Regulations of the International Office [1] of the Union establish the rules for its operation.

7 The Regulations of the Transfer Office [1] establish the rules for the operation of that office.

[1] Not included in this publication.

ARTICLE 22

Formal Opinions and Resolutions

1. Formal opinions are not binding. The Administrations which put them into effect are obliged to so advise the other Administrations through the intermediary of the International Office of the Union.
2. Resolutions are decisions adopted by Congress and are transitorily binding on those organs of the Union to which they are directed.

CHAPTER II

ACCEPTANCE AND DENUNCIATION OF THE ACTS OF THE UNION

ARTICLE 23

Signature, Ratification and Other Forms of Approval of the Acts of the Union

1. Signature of the Acts of the Union by the Plenipotentiary Representatives of the Member Countries shall take place at the close of Congress.
2. The Constitution shall be ratified as soon as possible by the signatory Countries.
3. Approval of the Acts of the Union other than the Constitution is governed by the constitutional regulations of each signatory Country.
4. Notwithstanding the procedure described in the preceding paragraph, the signatory Countries may ratify or approve the Acts on a provisional basis and advise the International Office of the Union in writing thereof.
5. Should the Constitution not be ratified or the other Acts not be approved by a Country, they shall be no less valid for those Countries that have ratified or approved them.

ARTICE 24

Notification of Ratifications and Other Forms of Approval of the Acts of the Union

The instruments of ratification of the Constitution and, where appropriate, of approval of the other Acts shall be addressed as soon as possible to the Government of the seat country of the Union, which shall advise the other Member Countries.

ARTICLE 25

Accession to the Constitution and the Other Acts of the Union

Member Countries which have not signed the present Constitution, the obligatory Acts or the optional Acts, as the case may be, may accede to them at any time.

ARTICLE 26

Denunciation of an Agreement

Each Member Country may cease being a party to one or more of the Agreements.

CHAPTER III

AMENDMENT OF THE ACTS OF THE UNION

ARTICLE 27

Presentation of Proposals

1. Proposals to amend the Acts of the Union may be presented by:
   a) the Postal Administration of a Member Country, if it is a party to the Acts in question,
   b) the Consultative and Executive Council as a consequence of studies made or of activities within the sphere of its competence,
   c) the International Office of the Union as regards its organization and operation if firstly supported by one or more of the Member Countries.

2. Proposals may be submitted to Congress or between Congresses. Proposals concerning the Constitution and the General Regulations may be submitted only to Congress.

ARTICLE 28

Amendment of the Constitution—Ratification

1. To be adopted, proposals submitted to Congress and relating to this Constitution must be approved by at least two-thirds of the Member Countries of the Union.

2. Amendments adopted by a Congress shall form the subject of an additional protocol and, unless that Congress decides otherwise, shall enter into force at the same time as the Acts renewed in the course of the same Congress.

3. Amendments to the Constitution shall be ratified as soon as possible by Member Countries and the instruments of such ratification shall be dealt with in accordance with the provisions of Articles 23 and 24.

ARTICLE 29

Amendment of the General Regulations, the Convention, the Agreements, the Regulations of the International Office and the Regulations of the Transfer Office

1. The General Regulations, the Convention, the Agreements, the Regulations of the International Office and the Regulations of the Transfer Office define the conditions to be fulfilled for the approval of proposals concerning them.

2. The Acts referred to in the previous paragraph shall enter into force simultaneously and shall have the same duration. As from the day fixed by Congress for the entry into force of these Acts, the corresponding Acts of the preceding Congress shall be abrogated.

CHAPTER IV

LEGISLATION AND SUBSIDIARY RULES

ARTICLE 30

Supplement to the Provisions of the Acts

Matters relating to postal services which are not included in the Acts of the Union shall be governed in this order:

1st. by the provisions of the Acts of the Universal Postal Union,

2nd. by the Agreements signed by the Member Countries among themselves,

3rd. by the internal legislation of each Member Country.

CHAPTER V

SETTLEMENT OF DISPUTES

ARTICLE 31

Arbitration

Disputes which arise between the Postal Administrations of Member Countries concerning the interpretation or application of the Acts of the Union shall be settled by arbitration, in accordance with the General Regulations of the Universal Postal Union.

PART III

FINAL PROVISIONS

CHAPTER I

ARTICLE 32

Effective Date and Duration of the Constitution

This Constitution shall become effective on July 1, 1972, and shall remain in force for an indefinite period.

In witness whereof, the Plenipotentiary Representatives of the Governments of the Member Countries have signed this Constitution at the city of Santiago, capital of the Republic of Chile, on the twenty-sixth day of November, 1971.

[For signatures, see Spanish text, p. 3011.]

GENERAL REGULATIONS OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

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GENERAL REGULATIONS OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

The undersigned, Plenipotentiary Representatives of the Governments of the Contracting Countries, in accordance with Article 21, paragraph 2, of the Constitution of the Postal Union of the Americas and Spain, have adopted by common accord these General Regulations, the provisions of which assure the application of the said Constitution and the operation of the Union.

CHAPTER I

ACCESSION, ADMISSION TO AND WITHDRAWAL FROM THE UNION

ARTICLE 101

Accession or Admission to the Union. Procedure

1. The official communication of accession or the application for admission shall be addressed by the Government of the country concerned, through diplomatic channels, to the Government of the Oriental Republic of Uruguay, which shall inform the other Member Countries of the Union.

2. To be admitted as a member, the application must be approved by at least two-thirds of the Member Countries.

3. The Member Countries are deemed to have accepted an application if, after four months from the date on which they were informed, they have not replied.

4. The accession or admission of a country to membership shall be notified by the Government of the Oriental Republic of Uruguay to the Governments of all the Member Countries of the Union.

5. A country applying for admission shall be informed of the outcome and, if accepted, of the effective date of acceptance as a member and other information concerning its acceptance.

ARTICLE 102

Accession to the Acts of the Union. Procedure

1. Member Countries which have not acceded to the Acts as renewed by Congress should accede to them as soon as possible.

2. Member Countries which have not signed the Acts of the Agreements because of non-participation may, at any time, accede to one or several of the said Agreements.

3. The instruments of accession relative to the conditions outlined in Article 24 of the Constitution and in paragraphs 1 and 2 of this Article shall be sent through diplomatic channels to the Government

of the Oriental Republic of Uruguay, which shall advise the Member Countries of their deposit.

ARTICLE 103

Withdrawal from the Union. Procedure

1. All Member Countries have the faculty to withdraw from the Union by means of denouncing the Constitution and communicating the fact through diplomatic channels to the Government of the Oriental Republic of Uruguay and by that Government to the Governments of Member Countries.

2. Withdrawal from the Union shall become effective one year from the date on which the Government of the Oriental Republic of Uruguay receives the denouncement referred to in paragraph 1.

3. Any Member Country which withdraws shall comply with all the obligations stipulated in the Acts of the Union, until the date on which its withdrawal becomes effective.

CHAPTER II

FUNCTIONING OF THE UNION'S BODIES

ARTICLE 104

Organization and Convening of Congresses, Extraordinary Congresses and Conferences

1. The Representatives of Member Countries shall meet in Congress no later than two years after the Universal Postal Union Congress has been held.

2. The purposes of a Congress are

a) to review and complete, if necessary, the Acts of the Union, and

b) to deal with any pertinent matters of interest.

3. Each Member Country shall be represented by one or several Plenipotentiary Delegates or by the Delegation of another country The Delegation of one country cannot represent more than two countries including its own.

4. In debates, each Member Country shall be entitled to one vote.

5. In principle, each Congress shall designate the country in which the following Congress is to be held. If it should be impossible to hold a Congress at the site determined, the International Office, with the necessary urgency, shall take steps to select a new site, in accordance with the provisions contained in these Regulations.

6. After consultation with the International Office, the host Government shall fix the definite date and the meeting place of the Congress. In principle, one year before that date, the host Government shall send an invitation to the Government of each Member Country, either directly or through the International Office.

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7 The Government of the host country shall notify the Governments of the Member Countries of the Acts adopted by the Congress.

8. When a Congress has to be convened without a host Government, the International Office, in agreement with the Consultative and Executive Council and with the Government of the Oriental Republic of Uruguay, shall take the necessary steps to convene and organize the Congress in the country in which the seat of the Union is situated. In this event, the International Office shall perform the functions of the host Government.

9. Each Congress approves its own Rules of Procedure. Until their adoption, it shall be governed by those of the preceding Congress.

10. Every Member Country has the right to formulate reservations to the Convention and its Regulations of Execution and to the Agreements and their Regulations at the time of their signing.

11. The site at which an Extraordinary Congress is to be held shall be determined by the requesting countries, in agreement with the International Office.

12. Paragraphs 1 to 9 shall be applicable by analogy to Extraordinary Congresses.

13. The place at which a Conference is to be held shall be determined by the requesting Administrations, in agreement with the International Office. The notices of convocation shall be sent out by the Postal Administration of the country hosting the Conference.

14. Each Conference shall approve the Rules of Procedure necessary for its work. Until their approval, it shall be governed by those of the preceding Conference.

15. Seven working days before the opening of a Congress of the Universal Postal Union, the Representatives of the Member Countries shall meet in the city designated as the site of the said Universal Congress in order to hold a Conference to determine the procedures for joint action to be followed. The Conference shall continue to have meetings for the duration of the Universal Postal Congress.

Article 105

Consultative and Executive Council

1. The Consultative and Executive Council shall be composed of five members.

2. The members of the Consultative and Executive Council shall be appointed by Congress. No Member Country may be elected more than twice in succession.

3. The Representative of each Member Country within the Council shall be appointed by the Postal Administration of the respective country The Representative must be a qualified official from his own Postal Administration.

4. In the interval between Congresses, the Consultative and Executive Council shall meet at least once a year, at the seat of the Union, to

plan and assure the work of the Union. The first meeting shall take place within a year following the date of the Congress.

5. If, between two Congresses, a vacancy in the Consultative and Executive Council occurs, the member of the Union who obtained the most votes without being elected at the last election has the right to occupy the position, and so on successively

6. A vacancy shall be deemed to exist at the Consultative and Executive Council when a member fails to attend two consecutive meetings or when he resigns.

7 The members of the Consultative and Executive Council shall perform their duties without pay The operating expenses of the Council shall be borne by the Union. The Representative of each Member Country is entitled, for each meeting, to reimbursement of the cost of a first-class round-trip ticket for travel by air, sea, or land.

8. At its first meeting, which shall be convened by the President of the last Congress, the Council shall elect a Chairman and a First and a Second Vice-Chairman and draw up its Rules of Procedure, in the meantime, it shall function under the previous Rules of Procedure. The Director General of the International Office shall act as Secretary General and may participate in the debates of the Council without the right to vote.

9. Subsequent meetings shall be convened by the Chairman of the Council and, in his absence, by the Vice-Chairman next in succession, through the intermediary, in every case, of the Secretariat General.

10. The Postal Administration of the Oriental Republic of Uruguay shall be invited to participate in the meetings as an observer, if that country is not a member of the Council. Invitations may also be extended to the Postal Administrations of Member Countries, as well as to the Air Lines Committee of the Union and to any other qualified organization whom the Council wishes to associate with its work.

11. The Consultative and Executive Council shall coordinate and supervise all the activities of the Union with emphasis on the following functions.

a) to maintain contact with the Postal Administrations of Member Countries, with the organs of the Universal Postal Union, with the restricted postal unions and with any other national or international organization, for the purpose of studying and solving technical and organizational problems peculiar to the Member Countries of the Union,

b) to act as an inspector of the activities of the International Office,

c) to appoint, if appropriate, the Director General of the International Office from among the candidates nominated by the Postal Administrations of the Member Countries,

d) to appoint, upon presentation by the Director General, the Assistant Director General and the Counsellor, subject to prior examination of the professional postal qualifications

of the candidates nominated by the Postal Administrations of the Member Countries,

e) in making the appointments mentioned in sub-paragraphs c) and d), the Council shall take into account that in principle the persons occupying these positions shall be nationals of different Member Countries of the Union and possess the nationality of the country whose Administration nominated them. The positions may be applied for by employees of the International Office,

f) to approve the annual report prepared by the International Office on the activities of the Union;

g) to authorize the annual budget of the Union within the ceiling established by Congress. The ceiling may only be exceeded on the authority of the Council and with the approval of the majority of the Member Countries;

h) to carry out, by mandate or on its own, special studies relating to the administration or operation of postal services which are of interest to all Member Countries of the Union and to whom it shall transmit its findings,

i) to promote and stimulate the development of postal technical assistance, establishing the general standards in this field to which the International Office must adapt itself;

j) to establish standards for the general orientation, methods, study programs and texts to be used in the Postal Technical Schools of the Union,

k) to present proposals for the amendment of the Acts or recommendations addressed to the Postal Administrations of Member Countries or proposals, suggestions or recommendations addressed to Congress. In both cases, the proposals must be the result of work or studies incumbent upon the Council in keeping with this Article or by order of Congress;

l) to decide which documents the International Office must publish and distribute, in the official language,

m) to promote international cooperation, by whatever means available, in order to obtain technical assistance for the Postal Administrations of developing countries;

n) any other functions necessary for the proper achievement of the objectives of the Council.

12. The Consultative and Executive Council shall present a comprehensive report on the activities performed during the period between Congresses, at least four months before the opening of Congress.

ARTICLE 106

Languages Used for the Publication of Documents, for Debates, and for Official Correspondence

1. The documents of the Union shall be supplied to the Administrations in the official language of the Union. However, official

correspondence originating in Postal Administrations of Member Countries whose language is not Spanish may be written in their own language.

2. For the discussions at Congresses, Conferences and meetings of the Union, French, English and Portuguese shall be acceptable, in addition to Spanish. The selection of the translation system to be used shall be made by the organizers of the meeting and the International Office.

3. The costs of the interpretation services referred to in the preceding paragraph shall be borne by the Union.

Article 107

Postal Technical Schools

1. Within the sphere of the Union and at places determined by the Congress, special institutions may be established to provide postal training to officials of the Postal Administrations of Member Countries.

2. Notwithstanding, if in the interval between Congresses it becomes necessary to create new institutions, the Consultative and Executive Council shall consult with the Postal Administrations of the Member Countries and shall provide full information so that a decision can be made. If the approval of the majority of the Postal Administrations of the Union is obtained, the Consultative and Executive Council shall undertake the creation of the new institution.

3. The operation of the schools shall be supervised by the Consultative and Executive Council through the intermediary of the International Office.

4. Expenses occasioned by setting up and operating the schools shall be met by funds from international organizations, with contributions from the countries where the schools are operating, and with contributions from the Union, in accordance with the appropriations included for this purpose in the annual budget.

CHAPTER III

INTERNATIONAL OFFICE OF THE UNION

Article 108

Functions of the International Office

1. Within the framework of its general functions, the International Office shall.

a) collect, collate, translate, publish and distribute documents and information of any kind which is of interest to the postal services of the Union,

b) conduct inquiries on its own initiative or at the request of a Postal Administration to ascertain opinions concerning specific aspects,
c) furnish all the information requested from it by the Postal Administrations, the Universal Postal Union, restricted unions or international organizations that are interested in postal matters,
d) participate and cooperate in plans for multilateral technical assistance and, in the execution of same, represent the Union before the respective international organizations,
e) process and act upon requests for amendment or interpretation of the Acts of the Union, and communicate the results in due course,
f) express its opinion in contentious matters, at the request of the parties concerned,
g) ensure compliance with the Acts and those matters related to the interests of the Union,
h) draw up and distribute an annual report on the work accomplished, to be submitted for approval by the Consultative and Executive Council,
i) publish a list of Member Countries of the Union indicating the Agreements to which they subscribe or to which they are parties;
j) organize the Philatelic Section in which a permanent and classified exhibition shall be maintained of the postage stamps and sets received. It shall also keep abreast of and provide information to the Postal Administrations of the Member Countries on philatelic matters which are of interest to the Union,
k) manufacture and distribute the insignia of the Union for the personal use of the officials of the Postal Administrations,
l) put into practice the technical assistance programs within the framework of the Union and supervise and control the learning institutions of the Union, in accordance with the directives outlined by the Consultative and Executive Council.

2. Within the framework of Congresses, Conferences and meetings of the Union, the International Office shall

a) participate in the organization and convening of the Congresses, Conferences and meetings called by the Union,
b) in the cases referred to in Article 104, paragraph 5, conduct the pertinent consultations with each of the Member Countries in order to select a new site. Later, it shall inform each country of the result of the consultations and request their votes in favor of one of the inviting countries. It shall then communicate to each Government the name of the country which,

having obtained the greatest number of votes, has been selected as site of the Congress,

c) distribute at the proper time the proposals sent by the Postal Administrations for the consideration of the Congresses, Conferences, and meetings of the Union,

d) inform the Congress concerning the work accomplished since the preceding Congress,

e) prepare the Agenda for the meetings of the Consultative and Executive Council and the report on its studies and recommendations to be presented to Congress; and

f) publish the documents of the Congresses, Conferences and meetings of the Union,

3. Within the framework of the Congresses and other meetings of the organs of the Universal Postal Union, the International Office shall

a) organize the holding of the Conference of the countries of the Union, send out the appropriate invitations, and function as its Secretariat,

b) translate and distribute immediately those proposals submitted by the Postal Administrations of the Universal Postal Union to their respective Congress which are of interest to the Union,

c) lend all the necessary cooperation that the Delegations of the Member Countries of the Union may require for the thorough execution and fulfillment of their functions,

d) during the Conference to be held on the occasion of a Universal Postal Congress, analyze and study proposals of interest to the Union, as well as those requested by Member Countries. The International Office shall provide each Member Country with a summary of the results of the Conference,

e) at the conclusion of the Universal Postal Congress, furnish the Member Countries and the Consultative and Executive Council with a summary of the texts of the Acts of the Universal Postal Union which have undergone substantial amendments, or which are entirely new.

4. In the field of publications, the International Office.

a) shall organize a translations section, as far as possible with the cooperation of the Administrations of the Member Countries, so as to constitute a Translations Center, capable of carrying out its assigned tasks in accordance with the language system of the Universal Postal Union,

b) furthermore, shall publish, at cost, and when appropriate, shall translate into Spanish, the following documents.

(i) the definitive Acts and the annotated Code of the Congresses of the Union,

(ii) the definitive Acts and the annotated Code of the Congresses of the Universal Postal Union,
(iii) the completed studies of the Consultative Council for Postal Studies which, in the opinion of the Consultative and Executive Council, are of interest to the Union,
(iv) shall distribute documents of any nature which are considered to be of interest to, or have been expressly requested by, the Administrations of the Member Countries or their Delegations to Congresses, Conferences and meetings, and
(v) shall publish and distribute an official compilation of all the information relative to the execution of the Acts of the Union.

5. The International Office shall publish and distribute to the Postal Administrations of the Member Countries the analytical report which is prepared by the Consultative and Executive Council.

6. The International Office shall publish and distribute to the Administrations of the Member Countries a comprehensive report on the activities of the Consultative and Executive Council between Congresses at least two months in advance of the opening of Congress.

ARTICLE 109

Functions of the Director General

The Director General of the International Office, in addition to the functions and powers expressly vested in him by the Acts of the Union, and those deriving from the tasks assigned to the International Office, shall also

a) direct the International Office of the Union,
b) appoint and dismiss the personnel of the International Office according to the Regulations of the said Office,
c) attend the Congresses, Conferences and meetings of the Union and participate in deliberations without the right to vote,
d) attend the Congresses of the Universal Postal Union as an observer, and additionally, shall organize the Conferences of the Representatives of the Member Countries and arrange for translation services,
e) attend, as an observer, the meetings of the Executive Council and the Consultative Council for Postal Studies of the Universal Postal Union, and
f) attend meetings of the Air Lines Committee of the Postal Union of the Americas and Spain in order to present the subjects that the Postal Administrations have formulated for the purpose of improving airmail services. The Director General shall fully inform all the Member Countries of the Union of the results and conclusions.

ARTICLE 110

Documents, Information, and Postage Stamps to be Sent to the International Office by the Postal Administrations

1. The Administrations of the Member Countries shall send to the International Office of the Union, regularly and promptly·

a) all the information which the International Office may request for publications, records, and other matters within its competence, in such a manner as to permit the performance of its task as soon as possible,
b) the Postal Laws and Regulations and their subsequent amendments;
c) the Postal Guide whenever one is published,
d) the text, in their own language, of proposals they may submit for the consideration of the Universal Postal Congresses;
e) three specimens of the postage stamps which they issue.

2. The information which is sent in accordance with the preceding paragraph must be kept up-to-date and, to this end, the Administrations shall communicate without delay all amendments introduced.

3. The Administrations of Member Countries shall also inform the International Office of the Union, three months in advance of the opening date of each Congress, of the measures taken in their respective countries to implement the resolutions and recommendations adopted by the last Congress.

ARTICLE 111

Distribution of Publications

1. The International Office shall distribute gratuitously all publications issued by the Office to the Member Countries, observing the following distribution

a) definitive Acts of Congresses of the Union, three (3) copies per unit of contribution,
b) definitive Acts of Congresses of the Universal Postal Union and of the studies made by the Consultative Council for Postal Studies (CCPS), two (2) copies per unit of contribution, and
c) any other documents, one (1) copy per unit of contribution.

2. Administrations desiring fewer copies of publications shall notify the International Office.

3. Additional copies of the publications issued by the International Office shall be available to those who request them, at cost.

4. Five (5) copies of the publications referred to in sub-paragraphs a) and b) of paragraph 1 and, if the Director General of the International Office deems appropriate, two (2) copies of the other publications shall be sent to the International Bureau of the Universal Postal Union.

5. Two (2) copies of the publications referred to in sub-paragraph a) of paragraph 1 shall be sent to the headquarters offices of the restricted unions.

ARTICLE 112

Schedules for the Distribution of Publications

The International Office shall distribute publications in accordance with the following schedules

a) the definitive Acts of Congress of the Union, three months before they become effective:
b) the definitive Acts of Congress of the Universal Postal Union, three months after receipt from the International Bureau of the Universal Postal Union,
c) other documents and publications, in the shortest time possible, with preference being given to urgent matters.

ARTICLE 113

Annuities and Pensions of the Personnel of the International Office of the Union

The annuities and pensions of the personnel of the International Office shall be paid from the special fund earmarked by the said Office for that purpose. If this fund proves to be insufficient, they shall be paid in accordance with paragraph 1 of Article 120 of these Regulations.

CHAPTER IV

TRANSFER OFFICE

ARTICLE 114

Operation of the Office

The organization and operation of the Transfer Office of Panama are subject to the supervision and control of the Directorate General of Posts and Telecommunications of Panama and the International Office of the Union, which together shall also approve any measures conducive to improving the operation of the Office. The International Office shall act as mediator and adviser in the event of problems arising between the Postal Administration of Panama and the Postal Administrations of the Member Countries which carry out transfer operations at the Isthmus.

ARTICLE 115

Appointment and Removal of Officials of the Transfer Office

1. The Chief of the Transfer Office shall be appointed by the Government of the Republic of Panama, after consultation with the Administrations of the Member Countries using the services of that Office and from among the candidates nominated by the latter.

2. The other employees of the Office shall be appointed by the Directorate General of Posts and Telecommunications of Panama, upon nomination by the Chief of the Transfer Office.

3. The above-mentioned personnel shall not be subject to dismissal except in accordance with the provisions established in the matter by the Regulations of the Transfer Office.

4. In regard to annuities and pensions, the personnel of the Transfer Office shall have the same rights and obligations as established or which may be established by the laws of the Republic of Panama for the employees of the Directorate General of Posts and Telecommunications.

5. The Regulations of the Transfer Office, whose text is hereto appended (1) and forms an integral part of these provisions, set out the rights and duties of its personnel, and shall be revised by the Administrations of the Member Countries using its services, including the Postal Administration of Panama and the Director General of the International Office of the Union.

CHAPTER V

AMENDMENT OF THE ACTS OF THE UNION

ARTICLE 116

Proposals to Amend the Acts of the Union by the Congress. Procedure

1. Proposals must be submitted to the International Office six months before the opening of Congress.

2. The International Office shall publish the proposals and distribute them among the Postal Administrations of the Member Countries, at least four months prior to the date indicated for the beginning of the sessions.

3. Proposals submitted after the date indicated shall not be taken into consideration unless they are supported by at least two Administrations. An exception is made with regard to those of an editorial nature which should show the letter "R" in their heading and which shall be referred directly to the Editing Committee.

ARTICLE 117

Conditions of Approval of Proposals Concerning the General Regulations

To become effective, proposals submitted to the Congress relating to these General Regulations must be approved by a majority of the Member Countries represented at Congress. Two-thirds of the Member Countries of the Union must be present at the time of voting.

(1) Not printed herein. [Footnote added by the Postal Service.]

Article 118

Amendments or Resolutions of a Domestic Nature

Amendments or resolutions of a domestic nature which are adopted by the Member Countries, and which affect the international service, shall become effective three months after the date on which they have been announced by the International Office.

CHAPTER VI

FINANCES

Article 119

Union Budget

1. Each Congress shall fix the budgetary ceiling for each year between Congresses, considering:

a) the expenditures of the Union, and
b) the expenditures relating to the convening of the next Congress.

2. Three months before the end of each year, the International Office shall prepare a budget, in gold francs, by programs and activities of the Union, which shall include all its expenditures. This budget shall be presented to the Member Countries so that, if possible, they may pay the forecasted expenditures in advance. The budget shall be authorized by the Consultative and Executive Council and shall govern from January 1 to December 31 of the following year.

Article 120

Fixing of the Expenditures of the Union

1. The expenditures of the Union may not exceed the amount approved for the budget submitted by the International Office of the Union, in the manner prescribed by Article 119 of these General Regulations, said amount to include the contributions for the establishment of a retirement fund for the personnel of the Office.

2. The expenditures occasioned by the Translation Center and its publications shall be borne by the Member Countries which utilize its services.

3. The expenditures required to maintain the Transfer Office shall be borne by the Member Countries which utilize its services, apportioned in proportion to the number of their own sacks exchanged through its intermediary.

ARTICLE 121

Apportionment of the Expenses

1. For the purpose of apportioning the expenses of the Union, Member Countries shall be divided into three categories, each of which shall contribute in the following proportion.

first category	8 units
second category ..	4 units
third. category	2 units

2. The first category consists of Argentina, Canada, Spain, the United States of America, the United States of Brazil, and Uruguay

The second category consists of Columbia, Costa Rica, Cuba, Chile, the United Mexican States, Panama, Peru, and the Republic of Venezuela.

The third category consists of Bolivia, Ecuador, El Salvador, Guatemala, Haiti, Nicaragua, Paraguay, the Dominican Republic, and the Republic of Honduras.

3. In the case of a new accession, the Government of the Oriental Republic of Uruguay, by mutual agreement with the International Office and the Government of the country concerned, shall determine the group in which the latter country shall be included for the purpose of apportioning the expenses of the Union.

4. The maintenance expenses of the Transfer Office, including the contributions earmarked for the establishment of a retirement fund for its personnel, shall be apportioned in accordance with Article 120, paragraph 3, of these General Regulations.

ARTICLE 122

Supervision and Advances

1. The National Directorate of Posts of the Oriental Republic of Uruguay shall supervise the expenditures of the International Office of the Union, and the Government of Uruguay shall make any advances which the latter may need.

2. The Directorate General of Posts and Telecommunications of Panama shall do the same with regard to the Transfer Office.

ARTICLE 123

Preparation of Accounts

1. The International Office of the Union shall prepare annually the statement of the expenses of the Union, which shall be audited by the Supervisory Authority

2. The statement of the expenses of the Transfer Office shall be prepared and sent quarterly by this Office to the Administrations which utilize its services.

ARTICLE 124

Payment of Advances

1. The amounts which, notwithstanding the provisions of Article 20 of the Constitution and 119 of these General Regulations, have been paid with funds of the Union, or which of necessity were advanced by the Government of the Oriental Republic of Uruguay or by the Postal Administration of Panama, shall be paid by the debtor Postal Administrations as soon as possible and, at the latest, before the expiration of six months counting from the date on which the country concerned receives the statement.

2. After that date, the outstanding amounts shall draw interest at the rate of 5% per annum, commencing on the expiry date of the said period.

CHAPTER VII

FINAL PROVISIONS

ARTICLE 125

Exchange of Officials

1. The Administrations of Member Countries may agree, directly or through the intermediary of the International Office, to the exchange or unilateral assignment of officials for the purposes of advising, teaching and learning, or to carry out studies aimed at the improvement of postal services.

2. Once the exchange or unilateral assignment of officials has been agreed upon, the Administrations concerned shall agree on the manner in which the relative expenses are to be defrayed.

3. The Administrations shall extend all possible facilities to officials who are visiting their countries under the provisions of the preceding paragraph 1.

4. When the exchange or unilateral assignment of officials is arranged directly, the Administrations concerned shall notify the International Office thereof.

ARTICLE 126

Cooperation with the International Office of the Union

Administrations of the Member Countries may send, for as long as necessary, technical officials to cooperate in the performance of special tasks to the International Office of the Union when the latter so requests and the request is considered justified.

ARTICLE 127

Collaboration with International Organizations

In order to contribute towards a greater coordination in postal matters, the Union shall collaborate, by signing agreements if neces-

sary, with international organizations which have related interests and activities, the agreement shall become effective once approved by a simple majority of Member Countries.

ARTICLE 128

Unity of Action at Universal Postal Congresses and Other International Conferences

The delegates of Member Countries shall attempt to support, unanimously and firmly, the principles established in the Postal Union of the Americas and Spain during the Congresses of the Universal Postal Union and other international postal conferences so that joint action may be taken at all times.

ARTICLE 129

Exchange of Observers

1. The Union may send observers to the Congresses, Conferences and meetings of the Universal Postal Union, to the Executive Council, and to the Consultative Council for Postal Studies.

2. Similarly, it may send observers to Congresses of restricted postal unions which have formulated the appropriate invitations.

3. The Universal Postal Union may send observers to the Congresses, Conferences and meetings of the Union and to the meetings of the Consultative and Executive Council.

4. Observers sent by restricted postal unions shall be admitted to the Congresses, Conferences and meetings of the Union if the organ concerned or a majority of Member Countries so agree.

ARTICLE 130

Effective Date and Duration of the General Regulations

These General Regulations shall become effective on July 1, 1972, and shall remain in effect until the entry into force of the Acts of the next Congress.

In witness whereof, the Plenipotentiary Representatives of the Governments of the Member Countries have signed these General Regulations at the city of Santiago, capital of the Republic of Chile, on the twenty-sixth day of November, 1971.

[For signatures, see Spanish text, p. 3011.]

FINAL PROTOCOL OF THE GENERAL REGULATIONS OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

At the moment of signing the General Regulations concluded by the Tenth Congress of the Postal Union of the Americas and Spain, the undersigned Plenipotentiary Representatives have agreed the following:

In derogation of paragraph 1 of Article 119 of the General Regulations, the fixation of the Union's budgetary ceilings for each year between Congresses shall come into force at the same time as the Acts of the XIth Congress, on the basis of the study to be made by the Consultative and Executive Council in accordance with Proposal No. 5 made by Canada and adopted by the Congress.

In witness whereof, the Plenipotentiary Representatives of the Governments of the Member Countries have signed this Final Protocol at the city of Santiago, capital of the Republic of Chile, on the twenty-sixth day of November, 1971.

CONVENTION OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

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FINAL PROTOCOL OF THE CONVENTION

CONVENTION OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

The undersigned, Plenipotentiary Representatives of the Governments of the Member Countries of the Union, in accordance with Article 21, paragraph 3, of the Constitution of the Postal Union of the Americas and Spain, have established by common accord, in this Convention, the essential common rules applicable to the international postal service within the sphere of the Union and the provisions concerning the services of the letter post.

PART I

PROVISIONS OF A GENERAL NATURE

CHAPTER I

RULES RELATIVE TO THE INTERNATIONAL POSTAL SERVICES

ARTICLE 1

Freedom of Transit

Freedom of transit as enunciated in Article 1 of the Constitution shall carry with it the obligation for each country to forward the mails of the other Member Countries by the most rapid ways and means used for their own mail within the scope and limitations established in the Convention of the Universal Postal Union.

ARTICLE 2

Nonobservance of the Freedom of Transit

When a Member Country does not observe the provisions of Article 1, concerning freedom of transit, the Administrations of the other Member Countries shall have the right to discontinue postal service with that country, in all cases, they shall give previous notice by telegram to the Administrations concerned and inform the International Office of the Union of the circumstances so that the Office may act as intermediary in the interest of regulating the situation.

ARTICLE 3

Transshipments in Panama

1. All closed dispatches from Member Countries which must be transshipped via the Isthmus of Panama shall be handled by the

Transfer Office, using the most rapid means available conforming with the standards of the Universal Postal Union, with the exception of dispatches originating from Administrations which maintain their own services in accordance with bilateral agreements signed with the Republic of Panama.

2. The Transfer Office shall provide the user Postal Administrations, directly by airmail, with current information on the shipping routes and on the means available for the onward transmission of closed dispatches which are received for this purpose from these Administrations.

ARTICLE 4

Charges and Fees

Within the territory of the Union, the only charges and fees which may be collected for the various international postal services are those prescribed in the Convention and Agreements of the Union.

ARTICLE 5

Allocation of Charges

Except in cases expressly provided for in the Convention and Agreements, each Administration shall keep the total amount of any charges collected.

ARTICLE 6

Payment for Internal Costs Caused by Inward International Mail

A Postal Administration which receives surface mail from another Member Administration of the Union in excess of the amount of mail which it dispatches to that Administration is entitled to receive, as compensation, a remuneration in accordance with and under the conditions established by the Convention of the Universal Postal Union.

ARTICLE 7

Forms

The use of the various forms established in the Acts of the Union and, in all other cases, those approved by the Universal Postal Union, is obligatory, unless the Administrations concerned have concluded an agreement on this subject.

ARTICLE 8

Cooperation in the Transportation of Mail in Transit

The Administrations of the Member Countries shall be obliged to furnish each other, upon request, such cooperation as may be needed by their employees or others entrusted with the transportation of mail in transit through such countries.

ARTICLE 9

Postage Stamps

The Administrations are obligated to send to the International Office three specimens of all the postage stamps they issue, indicating particulars concerning the issue.

PART II

PROVISIONS CONCERNING THE LETTER POST

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ARTICLE 10

Letter Post Items

The letter post items are
a) letters,
b) postcards,
c) printed papers,
d) cecograms (literature for the blind,)
e) small packets.

ARTICLE 11

Obligatoriness of the Service

The acceptance, transmission and receipt of letter post items is obligatory However, the exchange of small packets which weigh in excess of 500 grams shall be limited to the countries which agree to this exchange, either reciprocally or in a single direction.

ARTICLE 12

Gratuity of Transit

1. The gratuity of territorial transit is absolute in the territory of the Union, consequently, the Member Countries obligate themselves to transport across their territories, without any charge to the Member Countries, all letter post items which Member Countries may send to any destination whatsoever within the Postal Union of the Americas and Spain.

2. The gratuity of maritime transit is absolute if the transportation is effected in ships of the flag or registry of any Member Country and the shipments originate in and are destined for Member Countries. However, Member Countries shall not limit themselves to the exclusive use of ships under the flag or registry of Member Countries when

the maritime transport can be effected more rapidly by ships of other nationalities.

3. When any Member Country grants to ships flying the flag of or registered in another Member Country a "patent of postal privilege" or similar authorization, which obliges the ship to transport mail gratuitously, the Postal Administration of the granting country shall make it known without delay to the Administration of the country whose flag the ship is flying or in which it is registered.

Article 13

Rates

1. In principle, the postal rates applicable to letter post items in the domestic service of each country shall govern in the relations between the Member Countries, except when they are higher than those applicable to letter post items destined for countries of the Universal Postal Union, in which case the latter shall govern.

2. Nevertheless, Administrations may apply higher rates than those applicable in their domestic service to any letter post items, provided these do not exceed the rates fixed by the Universal Postal Convention, when special transport agreements include conveyance by air to expedite transmission.

3. International rates shall also govern when dealing with services which do not exist in the domestic service.

Article 14

Scholastic Correspondence

1. Letter post items exchanged between school pupils, even when they have the nature of current and personal correspondence, shall be accepted at the rates applicable to printed papers, on condition that the principals of the schools concerned act as intermediaries.

2. Nevertheless, if reciprocity exists, letter post items, with the exception of small packets, exchanged between school administrations or the pupils of those schools through the intermediary of their principals, may enjoy a rate equivalent to 50% of the usual rate when their weight does not exceed one kilogram and they meet the other conditions required for their postal classification.

3. Lessons which correspondence schools send to their pupils and written assignments mailed by pupils to their school shall also be accepted at the rates applicable to printed papers.

4. Subject to prior agreement between the Administrations concerned, a minimum quantity of materials necessary for the proper completion of the courses may accompany the lessons sent by correspondence schools to their pupils.

ARTICLE 15

Franking Privileges

Within the territory of the Postal Union of the Americas and Spain, the franking privileges established in the Acts of the Universal Postal Union shall apply

ARTICLE 16

Weight and Dimensions

The weight and dimension limits of letter post items shall be as stipulated in the Universal Postal Convention with the exception of printed papers whose maximum weight may be fixed at 10 kilograms. Printed papers of greater weight may be accepted provided there is a prior agreement between the Administrations.

ARTICLE 17

Return of Undeliverable Items

Items which have not been delivered to the addressees for any reason and which must be returned to their place of origin shall be exempt from payment of postal charges and, optionally, from customs duties.

ARTICLE 18

Registration Fee

The items referred to in Article 10 may be sent registered, upon payment of a fee equal to that established by the Universal Postal Union.

ARTICLE 19

Indemnity

1. In case of responsibility on the part of the Administrations for the loss of a registered item, the sender, or, with his authorization, the addressee, shall be entitled to an indemnity equal to that established in the Convention of the Universal Postal Union, although a lesser indemnity may be claimed.

2. When an Administration establishes its own responsibility in the loss of a registered item, it shall immediately communicate with the inquiring Administration, authorizing payment of the indemnity due.

CHAPTER II

AIR CONVEYANCE OF LETTER POST ITEMS

ARTICLE 20

Weight Unit

1. In the application of postage rates for airmail service, the weight unit for airmail correspondence, whether surcharged or with a com-

bined air charge, is established as being five grams or multiples of five grams.

2. Nevertheless, Member Countries which do not use the decimal metric system may adopt its equivalent in accordance with the system of weights used in their domestic postal service.

ARTICLE 21

Preferential Treatment During Emergencies

1. International airmail correspondence shall receive preferential treatment in the country of destination when, owing to unforeseen circumstances or *force majeure*, it cannot be conveyed in that country on the aircraft in which it would normally be carried.

2. When, because of *force majeure*, aircraft cannot land in the country of destination, the dispatches they carry from whatever place of origin shall be unloaded in one of the contiguous countries which offer the best guarantees for their onward transmission by the most rapid means available.

ARTICLE 22

Diplomatic Pouches, Calculation of the Remunerations

1. Member Countries shall accept diplomatic pouches from embassies and legations for dispatch by surface mail, provided the corresponding charge is paid therefor.

2. For purposes of calculating the surcharges and remunerations for air transportation, diplomatic pouches shall be considered as correspondence of the AO category

PART III

FINAL PROVISIONS

CHAPTER I

ARTICLE 23

Conditions of Approval of Proposals Concerning the Convention and its Regulations of Execution

1. To become effective, proposals submitted to Congress relating to this Convention and its Regulations must be approved by a majority of the Member Countries, present and voting. Half of the Member Countries of the Union represented at Congress must be present at the time of voting.

2. The procedure established in the General Regulations of the Universal Postal Union shall apply to amendments in the interval between Congresses. To become effective, the proposals must obtain

a) unanimity of votes if they involve amendments to Articles 1, 2, 3, 4, 5, 10, 11, 12, 13, 15, 16, 18, 19, 23 and 24 of the Convention or any of the Articles of its Final Protocol,

b) two-thirds of the votes cast if they involve amendments of substance to provisions of the Convention and its Regulations of Execution, other than those mentioned in sub-paragraph a),

c) a majority of the votes cast if they involve.

1. drafting amendments to the provisions of the Convention and its Regulations other than those mentioned in sub-paragraph a),
2. interpretation of the provisions of the Convention, its Final Protocol and its Regulations, except in case of a dispute to be submitted to arbitration as provided for in Article 30 of the Constitution.

ARTICLE 24

Effective Date and Duration of the Convention

This Convention shall become effective on July 1, 1972, and shall remain in effect until the entry into force of the Acts of the next Congress.

In witness whereof, the Plenipotentiary Representatives of the Governments of the Member Countries have signed this Convention at the city of Santiago, capital of the Republic of Chile, on the twenty-sixth day of November, 1971.

[For signatures, see Spanish text, p. 3011.]

FINAL PROTOCOL OF THE CONVENTION

At the moment of signing the Convention concluded by the Tenth Congress of the Postal Union of the Americas and Spain, the undersigned Plenipotentiary Representatives have agreed the following·

I

Argentina, Bolivia, Costa Rica, Cuba, Chile, Ecuador, El Salvador, Spain, the United Mexican States, Guatemala, Nicaragua, Panama, Paraguay, Peru, the Republic of Honduras, the Republic of Venezuela and Uruguay declare that, in accordance with the general principle of reciprocity, they shall apply the same restrictive or exceptional measures established by other Member Countries, either in this Final Protocol or at the time of the formal ratification of the Acts.

II

The United States of Brazil, Colombia and the Dominican Republic declare that, in accordance with the general principle of reciprocity, they may apply the same restrictive or exceptional measures established by other Member Countries, either in this Final Protocol or at the time of the formal ratification of the Acts.

III

Ecuador shall not allow the modification, change of address or the return of the following categories of items of mail printed papers and small packets, as the laws of the country do not so permit.

IV

The United States of America formulates a reservation to paragraph 2, relative to maritime transit, of Article 12, "Gratuity of Transit", since it cannot comply with the stipulations of that paragraph.

V

The United States of America formulates a reservation to Article 13, "Rates", since it cannot comply with the stipulations contained in that Article.

VI

Chile, the United Mexican States, Guatemala, Haiti, Nicaragua, Paraguay and the Republic of Honduras formulate a reservation to the effect that they leave to the judgment of their Governments the option of applying or not applying the rates of the domestic service to the countries which formulate reservations to the "Gratuity of Transit"

In witness whereof, the Plenipotentiary Representatives of the Governments of the Member Countries have signed this Final Protocol at the city of Santiago, capital of the Republic of Chile, on the twenty-sixth day of November, 1971.

[For signatures, see Spanish text, p. 3011.]

REGULATIONS OF EXECUTION OF THE CONVENTION OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

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PART III

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CHAPTER I

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REGULATIONS OF EXECUTION OF THE CONVENTION OF THE POSTAL UNION OF THE AMERICAS AND SPAIN

The undersigned, Plenipotentiary Representatives of the Member Countries, in accordance with Article 21, paragraph 3, of the Constitution of the Postal Union of the Americas and Spain, have adopted by common accord and in representation of their Administrations the following regulations to assure the execution of the Postal Convention of the Americas and Spain.

PART I

GENERAL PROVISIONS

CHAPTER I

SETTLEMENT OF ACCOUNTS

ARTICLE 101

Payment of Accounts and Settlement of Balances

1. Notwithstanding the methods established in the Universal postal legislation, Postal Administrations may cancel by set-off the debit and credit balances pertaining to the various services, including that of telecommunications when the latter comes directly or indirectly under their jurisdiction. If such is not the case, prior concurrence of the Postal Administration concerned should be requested for this latter service.

2. When a payment is made under any of the methods established, the Administrations are obligated to give notice of such payment, furnishing the creditor Administration the information relative to same, while the latter must acknowledge receipt and, in case of a set-off of balances, inform of its concurrence, as soon as possible.

3. All accounts between Administrations may be cleared annually through the International Office of the Union, the debtor balances to be settled as soon as possible within the period of three months from the date on which the country concerned receives the balance sheet.

CHAPTER II

MISCELLANEOUS PROVISIONS

ARTICLE 102

Domestic Rates and Equivalents

1. The Administrations shall establish the equivalents in gold francs of their domestic rates or of the rates established for the

Americo-Spanish regime. They shall also establish the coefficient of conversion of the gold franc into the currency of their country

2. The equivalents or changes of equivalents shall enter into force only on the first day of a month and, at the earliest, fifteen days after their notification by the International Office of the Union, to which the Administrations concerned must transmit the respective communications.

ARTICLE 103

Telegraphic Addresses

1. The telegraphic addresses for communications exchanged by the Administrations among themselves shall be those designated in the Detailed Regulations of the Convention of the Universal Postal Union.

2. The telegraphic address of the International Office of the Union is "UPAE"—MONTEVIDEO.

3. The telegraphic address of the Transfer Office is "OTRANS"—PANAMA.

PART II

PROVISIONS RELATING TO LETTER POST ITEMS

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ARTICLE 104

Items Subject to Customs Inspection

1. A green label, preferably gummed and in conformity with form C–1 established in the Universal postal legislation, shall be affixed to the front cover of sealed letter post items which are subject to customs inspection.

2. For unsealed items, other than small packets, use of the C–1 label is not compulsory, unless, by their use, the packages become exempt from customs inspection in the country of destination.

3. Administrations shall advise senders to make a notation of the weight of small packets on the green label, C–1, so that, at the country of destination, those Administrations which receive a handling charge for packets weighing more than 500 grams can easily identify them.

4. If the value of the contents, as declared by the sender, exceeds the amount established by the Detailed Regulations of the Convention of the Universal Postal Union, or, if the sender so wishes, articles bearing the green label shall also be accompanied by a customs declaration, form C2/CP3, in the number of copies required by each Administration. In this case, only the top part of label C–1 shall be glued to the package.

ARTICLE 105

Diplomatic Pouches

1. Diplomatic pouches may not weigh more than 20 kilograms nor exceed the following dimensions Length, width, and height, combined, 140 centimeters, but the greatest dimension may not exceed 60 centimeters.

2. Diplomatic pouches shall be provided with locks, padlocks, or other suitable security devices.

3. These pouches shall be mailed at the post office as registered articles.

4. Diplomatic pouches preferably shall be dark green in color, in order to facilitate their correct and rapid handling.

CHAPTER II

EXCHANGE OF LETTER MAIL

ARTICLE 106

Exchange of Mails

1. The Administrations of Member Countries may send to one another, through the intermediary of one or more of them, both closed dispatches as well as correspondence a decouvert (open mail) in accordance with the conditions established in the Universal postal legislation.

2. The labels of the sacks shall always show the number of the dispatch to which they belong. When the dispatch consists of several sacks, the letter "F" shall be noted, in a very conspicuous manner, on the label of the sack that contains the letter bill, even when it is negative (without entries) This same label must show the number of the dispatch and the total of the sacks which comprise it.

ARTICLE 107

Transmission of Diplomatic Pouches

1. Diplomatic pouches shall be forwarded by the same routes as those used by the dispatching Administration for the transmission of its correspondence to the Administration of destination.

2. The dispatching exchange office shall enter in the column "Observaciones" (Observations) of the special list of registered articles the words "Valija diplomatica" (Diplomatic pouch) and the number of these, if there are more than one.

3. Said transmission shall be announced by means of a notation made on the letter bill of the dispatch containing it.

Article 108

Empty Sacks

The sacks utilized by the Administrations for the dispatch of letter post items shall be returned empty by the exchange offices of destination to those of origin, in the manner prescribed by the Universal postal legislation. However, the Administrations may come to an agreement with one another about using them for the dispatch of their own mail.

CHAPTER III

TRANSIT

Article 109

Transit Charges Statistics

The dispatches exchanged in accordance with the provisions of Article 12 of the Convention shall not be included in the statistical operations, by intermediary countries, except by agreement between the countries concerned. The Administrations of origin shall conform to the provisions of the Universal postal legislation when dispatches are addressed to countries outside the Union, or, even when their destination is a Member Country, if the dispatches have to pass in transit through third services foreign to the Union.

Article 110

Transit Charges Accounts

1. When the intermediary Administrations have to collect from those of origin the transit charges of the correspondence, they shall prepare the respective accounts without exceeding in any case the charges established by the Convention of the Universal Postal Union and in accordance with the rules established in its Detailed Regulations.

2. In all cases, the number and date of dispatch of the mail from origin and the receiving route must be indicated.

PART III

FINAL PROVISIONS

CHAPTER I

Article 111

Effective Date and Duration of the Regulations

These Regulations shall become effective on the same date as the Convention and shall have the same duration as the latter.

95-005 O - 73 34

In witness whereof, the Plenipotentiary Representatives of the Governments of the Member Countries have signed these Regulations at the city of Santiago, capital of the Republic of Chile, on the twenty-sixth day of November, 1971.

[For signatures, see Spanish text, p. 3011.]

PARCEL POST AGREEMENT

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FINAL PROTOCOL OF THE AGREEMENT

REGULATIONS OF EXECUTION OF THE AGREEMENT

PARCEL POST AGREEMENT

The undersigned, Plenipotentiary Representatives of the Governments of the Member Countries, in accordance with Article 21, paragraph 4, of the Constitution of the Postal Union of the Americas and Spain concluded at the city of Santiago, capital of the Republic of Chile, on November 26, 1971, have stipulated by common accord and subject to the provisions of Article 23, paragraph 3, of the Constitution, the following agreement.

Article 1

Purpose of the Agreement

Under the term "Parcel Post" (*Encomiendas postales*, or the other synonymous expressions such as *paquetes postales* or *bultos postales*), the Contracting Countries shall exchange this class of items, either directly or through the intermediary of services which are under the jurisdiction of one or more of them.

Article 2

Categories

1. Parcel post may be accepted for mailing as:

   a) ordinary, if they are not subject to any of the special formalities listed hereunder;
   b) insured, if they carry a declaration to this effect,
   c) C.O.D., if the parcels are of this type;
   d) service (items), if they pertain to the postal service and are exchanged in accordance with the terms contained in the Parcel Post Agreement of the Universal Postal Union,
   e) special (items), which are those which can be accepted by the Administrations addressed to countries where disasters of any kind might have occurred, provided that these parcels are addressed to the NATIONAL RED CROSS or to the RESCUE COMMITTEES established in the affected countries for these purposes,
   f) (items) from prisoners of war and internees, provided they are accepted in accordance with the provisions of the Parcel Post Agreement of the Universal Postal Union.

2. The acceptance of C.O.D., or insured parcels is limited to the Administrations agreeing to carry out this service.

ARTICLE 3

Methods of Dispatch and Delivery

1. As regards the method of dispatch or delivery, parcels may be sent as

a) "airmail", if such items are accepted for air conveyance between two countries,

b) "urgent", when they must be conveyed by the fast services used for the letter post,

c) "special delivery", if once the parcel has reached the office of destination it must be delivered to the place of address by a special messenger, or if the office of destination must issue a pertinent notification if home deliveries are not made.

2. The exchange of "airmail", "urgent" and "special delivery" parcels shall require prior agreement between the Administrations of origin and destination.

ARTICLE 4

Prohibitions

Parcels containing objects whose transportation is prohibited by the Parcel Post Agreement of the Universal Postal Union shall not be accepted for mailing.

ARTICLE 5

Weight and Dimensions

The maximum weight and dimensions of the parcels shall be as established in the pertinent Agreement of the Universal Postal Union. Notwithstanding, the Administrations of the Member Countries may, following agreement with the interested countries, accept parcels with other weight and dimension limits.

ARTICLE 6

Rates and Fees

1. The principal postage to be paid by the senders at the time of mailing shall consist of the territorial departure and arrival credits, the territorial transit credits and the sea credits if applicable, as established in the Parcel Post Agreement of the Universal Postal Union.

2. The Postal Administrations shall also be authorized to charge the senders or addressees, as the case may be, the supplementary rates and fees established in the Parcel Post Agreement of the Universal Postal Union.

3. The Administrations shall have the option to establish the territorial departure and arrival credits, as well as the territorial transit credits, on the basis of an average weight per kilogram applicable to the total net weight of each dispatch.

4. The Administrations of origin and destination shall be empowered.

a) to simultaneously reduce or increase the territorial departure and arrival credits. The increase for fractions of weight up to 10 kilograms shall not exceed one-half of the territorial departure and arrival credits, on the other hand, reductions may be freely established,

b) to apply the same exceptional departure and arrival credits as established in the Parcel Post Agreement of the Universal Postal Union.

5. The Administrations which within the universal regime benefit from special authorizations as regards increasing the territorial departure, arrival and transit credits, may likewise make use of said authorizations within the Americo-Spanish regime, without under any circumstances higher rates being applied than those established for the regime of the Universal Postal Union.

6. The Administration of origin shall credit each of the Administrations participating in the conveyance, including that of destination, with the credits which apply in accordance with the provisions contained in the foregoing paragraphs.

7 The Administrations shall advise each other, through the intermediary of the International Office, of the territorial departure, arrival and transit credits as well as the sea credits established in their respective countries.

8. Airmail parcels, in addition to the territorial credits established by the Administrations of origin and destination, shall be subject to the payment of fees, surcharges or corresponding combined charges, proportionate to the weight and distance the parcel has travelled.

9. Charges for insured or C.O.D. parcels may be collected as prescribed in the respective Agreements of the Universal Postal Union which are in force. The insurance fee for insured parcels must be one of those established in the Parcel Post Agreement of the Universal Postal Union.

Article 7

Air Surcharges

1. The Administrations shall establish the air surcharges for the routing of airmail parcels, and the pertinent amounts, in principle, must pertain to the expenses incurred for this service.

2. In order to apply the air surcharge, Administrations may establish weight steps less than 1 kilogram.

3. The air surcharges must be uniform for the entire territory of the country of destination regardless of the routing used.

ARTICLE 8

Postage-Free Items

1. The Administrations agree to accept for mailing free of all postal charges

a) service parcels,
b) special parcels,
c) parcels for prisoners of war or civilian internees.

2. The postage-free items referred to in paragraph 1 do not affect the air surcharge for special parcels for prisoners of war or internees. However, service parcels, except for those from the International Office, shall not be subject to payment of air surcharges.

ARTICLE 9

Cancellation of Balances

When the annual amount charged for parcel post service between two Administrations of the Union does not exceed the limit mentioned in the pertinent Agreement of the Universal Postal Union, the debtor Administration shall be exempted from payment.

ARTICLE 10

Charges for Customs Handling, Delivery, and Storage, Fees

1. The Administrations of destination may collect from the addressees of parcels the customs handling, delivery, storage and other charges stipulated in the respective Parcel Post Agreement of the Universal Postal Union.
2. The Administrations of destination shall be authorized to charge addressees the fees stipulated in their internal legislation.
3. Parcels addressed to members of the Diplomatic and Consular Corps may be exempted from payment of the postal delivery charge if the interested Administrations so agree, with the exception of those parcels which contain articles subject to payment of customs duties.

ARTICLE 11

Prohibition of Other Charges

The parcels mentioned in this Agreement may not be subjected to postal charges other than those established in the Parcel Post Agreement of the Universal Postal Union.

ARTICLE 12

Responsibility

1. The Administrations shall be responsible for the loss, rifling or damage of parcels.

2. For these purposes the sender shall be entitled to an indemnity equivalment to the actual amount of the loss, rifling or damage, indirect damages or benefits not claimed shall not be considered. Nevertheless, this indemnity in no case may exceed

a) for insured parcels, the amount in gold francs of the declared value,
b) for all other parcels, the amounts established in the pertinent Agreement of the Universal Postal Union.

3. The indemnity shall be calculated according to the current price for merchandise of the same type, at the place where and at the time when the parcel was accepted for mailing.

4. For insured parcels or C.O.D. parcels exchanged between Administrations agreeing to carry out these services, the indemnity shall not exceed the declared value or C.O.D. amount.

5. In cases of *force majeure*, the provisions contained in the Parcel Post Agreement of the Universal Postal Union shall apply

ARTICLE 13

Exceptions to the Principle of Responsibility

1. Postal Administrations shall be exempted from all responsibility in the same cases mentioned in the Parcel Post Agreement of the Universal Postal Union.

2. Likewise, Administrations shall not assume any responsibility with respect to false customs declarations, regardless of the manner in which these are made, nor for the decisions made by customs services upon carrying out the examination of parcels submitted for their inspection.

ARTICLE 14

Undeliverable Parcels—Return

In these cases, the regulations established in the respective Agreement of the Universal Postal Union shall apply

ARTICLE 15

Parcels with Two Addresses

Senders may mail parcels addressed to banks or other institutions for delivery to a second addressee, however, delivery to the latter shall be made upon prior authorization by the first addressee. Notwithstanding, notification shall be given to the second addressee with respect to the arrival of such parcels, and he may be charged the fees established in Article 10.

ARTICLE 16

Conditions of Approval of Proposals Concerning this Agreement and its Regulations of Execution

1. To become effective, proposals submitted to Congress relating to this Agreement and its Regulations of Execution must be approved by a majority of the Member Countries present and voting which are parties to the Agreement. Half of these Member Countries represented at Congress must be present at the time of voting.

2. The procedure established in the General Regulations of the Universal Postal Union shall apply to amendments in the interval between Congresses. To become effective, the proposals must obtain
   a) unanimity of votes if they involve the introduction of new provisions or amendments to this Article or Articles 1, 2, 5, 6, 10, 11, 12, 13, 14, 16 and 18 of this Agreement and all Articles contained in its Final Protocol,
   b) two-thirds of the votes in order to amend any remaining provisions.

ARTICLE 17

Matters Not Provided For

1. All matters not provided for by this Agreement shall be governed by the provisions of the Parcel Post Agreement of the Universal Postal Union, its Detailed Regulations, and, in the absence of such provisions, by the internal legislation of the country where the parcel in question happens to be located. Wherein this Agreement refers to provisions contained in the Parcel Post Agreement of the Universal Postal Union, the non-signatory Member Countries of the latter shall have the option of applying its provisions or alternatively those of their own internal legislation.

2. Notwithstanding, Administrations may, by agreement, establish other details for the execution of the service.

3. The right of the Administrations of Member Countries to maintain in force the regulatory procedures adopted by virtue of Agreements which may exist between them is recognized, provided said procedures do not contravene the provisions contained in this Agreement.

ARTICLE 18

Effective Date and Duration of the Agreement

1. This Agreement shall become effective on July 1, 1972, and shall remain in force indefinitely Each of the Member Countries reserves the right to denounce this Agreement by means of a notification pro-

vided by its Government to that of the Oriental Republic of Uruguay, which shall communicate same to the other Member Countries.

2. The Agreement shall cease to govern with respect to the Member Country which denounces it upon completion of the period of one year counting from the date of receipt of such notification by the Government of the Oriental Republic of Uruguay

3. In witness whereof, the Plenipotentiary Representatives of the Governments of the Member Countries have signed this Agreement at the city of Santiago, capital of the Republic of Chile, on the twenty-sixth day of November, 1971.

[For signatures, see Spanish text, p. 3011.]

FINAL PROTOCOL OF THE PARCEL POST AGREEMENT

At the moment of signing the Parcel Post Agreement concluded by the Tenth Congress of the Postal Union of the Americas and Spain, the undersigned Plenipotentiary Representatives have agreed the following·

I

Canada formulates a reservation to Article 6 of the Agreement, "Rates and Fees", as it cannot comply with its provisions, and shall apply the same territorial departure and arrival credits, as well as the sea transit credits, that it has established in its relations with other countries.

II

The United States of America formulates a reservation to Article 6, "Rates and Fees", as it cannot comply with all its stipulations, and instead shall apply transit, arrival and departure credits which do not exceed those established in its relationships with other countries.

III

Canada formulates a reservation to Article 8, paragraph 1(b), as it cannot comply with its provisions due to internal policies with respect to postage-free items.

IV

Canada, Ecuador and the United States of America formulate a reservation to Article 12, "Responsibility", to the effect that they shall not pay any indemnity whatsoever for the loss, rifling, or damage of ordinary parcels destined for or received from the Member Countries of the Union.

V

Bolivia, El Salvador, Guatemala, Nicaragua, the Republic of Venezuela and Uruguay formulate a reservation to Article 12, "Responsibility", to the effect that they shall not pay any indemnity whatsoever for the loss, rifling, or damage of ordinary parcels destined for or received from the United States of America and Canada.

VI

Bolivia, Nicaragua, and Uruguay formulate a reservation to Article 14, "Undeliverable Parcels—Return", to the effect that they shall not

return parcels containing edibles and informational material, as their return is against their economies.

VII

Bolivia and El Salvador formulate a reservation to Article 14, "Undeliverable Parcels—Return", to the effect that they shall not return parcels once the addressee has requested that the parcels be recorded with customs for purposes of paying the customs duties which may be applicable, in conformity with the customs laws in force in Bolivia and El Salvador.

VIII

Ecuador formulates a reservation to Article 14, "Undeliverable Parcels—Return", to the effect that it shall not return parcels once they have entered customs for payment of the pertinent duties, in conformity with the pertinent customs laws in force in that country

IX

Argentina, Bolivia, Chile, Spain, Mexico, Nicaragua, Peru, Paraguay, the Republic of Honduras, the Republic of Venezuela and Uruguay declare that, in accordance with the general principle of reciprocity, they shall apply the same restrictive or exceptional measures established by other Member Countries, either through this Final Protocol or at the time of the formal ratification of the Acts.

X

Colombia and the United States of Brazil declare that, in accordance with the general principle of reciprocity, they may apply the same restrictive or exceptional measures established by other Member Countries, either through this Final Protocol or at the time of the formal ratification of the Acts.

In witness whereof, the Plenipotentiary Representatives of the Governments of the Member Countries have signed this Final Protocol at the city of Santiago, capital of the Republic of Chile, on the twenty-sixth day of November, 1971.

[For signatures, see Spanish text, p. 3011.]

REGULATIONS OF EXECUTION OF THE PARCEL POST AGREEMENT

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REGULATIONS OF EXECUTION OF THE PARCEL POST AGREEMENT

The undersigned, Plenipotentiary Representatives of the Governments of the Member Countries, in accordance with Article 21, paragraph 4, of the Constitution of the Postal Union of the Americas and Spain, have adopted by common accord and in representation of their Administrations the following regulations in order to assure the execution of the Parcel Post Agreement.

Article 101

Routing—Transmission

1. Each Administration shall be obliged to forward, by the ways and means which it utilizes for its own parcels, the dispatches of parcels and of *a decouvert* parcels which may be sent to it by another Administration for dispatch in transit through its territory

2. The forwarding routes shall be agreed upon by the Administrations concerned and included in the CP 1 table (Universal Postal Union)

3. The transmission of parcels between adjacent countries shall be effected in accordance with the conditions established by mutual agreement between the Administrations concerned.

4. The exchange of parcels between non-adjacent countries shall be made in closed dispatches.

5. The Administrations shall make known to one another, through the intermediary of the International Office of the Union, their qualified exchange offices and the jurisdiction encompassed by each of them.

Article 102

Dispatch Notes and Customs Declarations

1. One dispatch note and as many customs declarations as are required by the country of destination, conforming to forms CP 2 and CP 3 (Universal Postal Union), shall be prepared for each parcel, the customs declarations shall be attached securely to the dispatch note.

2. The formalities which the sender must comply with shall be those established in the Universal postal legislation.

3. Provided that the Administration of destination is not opposed thereto, up to three ordinary parcels, mailed simultaneously at the same office, by the same sender, forwarded by the same route, subject to the same rate, and addressed to the same addressee, may be included in a single dispatch note with their respective customs declarations.

This provision does not apply in the case of insured and/or collect-on-delivery parcels.

4. If the Administration of destination permits it, that of origin may use tie-on tags, which take the place of dispatch notes and customs declarations, in which case the said tags shall have the same legal force as the documents which they replace.

ARTICLE 103

Parcels with Two Addresses

Senders of parcels addressed to banks or other institutions for delivery to second addressees shall be obligated to indicate on the labels, wrappers, or covers of same the exact name and address of the persons for whom such parcels are intended.

ARTICLE 104

Insured Parcels

1. As regards their preparation for mailing, insured parcels shall conform to the prescriptions established in the Detailed Regulations of the Parcel Post Agreement of the Universal Postal Union, and such articles, as well as their dispatch notes, shall be distinguished by a label, form CP 7 (Universal Postal Union), or possibly form CP 8 (Universal Postal Union), characterized by the words "valor declarado" (Insured)

2. The sender shall indicate, in ink, on the parcel and the dispatch note, in Latin characters and (Arabic) numerals, without erasure or alteration, the amount of the insured value in the currency of the country of origin. The amount of the insured value shall be converted into gold francs and underlined with a colored-pencil mark.

3. The office of origin shall indicate the exact weight, in grams, both on the parcel beside the address and on the dispatch note.

4. The Administrations shall furnish the sender gratuitously a receipt showing the mailing particulars of the parcel.

5. When, in consequence of the provisions of Article 13 of the Agreement, an Administration confiscates a parcel, it shall report the fact to the Administration of origin at the earliest moment possible, transmitting the evidence to it.

ARTICLE 105

Recording of Ordinary Parcels

1. Every parcel and its dispatch note shall have affixed thereon the CP 8 label (Universal Postal Union), with indication of the serial number of the article and the name of the office of origin.

2. Administrations may deliver to the sender a receipt with the particulars of mailing.

3. The office of origin shall affix to the dispatch note the stamp showing the date of mailing and shall indicate the weight of the parcel in kilograms and hundreds of grams.

ARTICLE 106

Forwarding

For the forwarding of parcels, the provisions contained in the Detailed Regulations of the Agreement of the Universal Postal Union shall govern.

ARTICLE 107

Return—Charges

1. The office which returns a parcel to the sender shall indicate thereon and on the dispatch note the reason for the non-delivery

2. The charges and fees payable by the sender shall be entered in the appropriate column of the CP 11 parcel bill (Universal Postal Union) In such cases, a CP 25 (Universal Postal Union) Statement of Charges must accompany the respective dispatch note.

3. When the office which returns a parcel does not indicate those amounts, the office which receives it shall, without further formality, credit to it only the territorial departure and sea credits, if any

ARTICLE 108

Preparation of Dispatches

1. Dispatching Administrations shall enter on a parcel bill form CP 11 (Universal Postal Union), each parcel, together with all the details which serve to completely identify the item, and send two copies of same to the office of destination of the dispatch. Notwithstanding, the Administrations may come to an agreement with one another to enter the parcels on the said form in the manner best suited for their respective services.

2. Administrations deciding to utilize the average rate per kilogram, in accordance with the provisions of Article 6, paragraph 3, shall indicate on the parcel list the number of parcels, their total net weight, and the total number of sacks composing each dispatch.

3. The dispatching exchange offices shall number the dispatches for each exchange office of destination consecutively, on an annual basis. In the first dispatch of each year shall be noted the number of the last dispatch of the preceding year.

4. When it is a question of parcels contained in direct dispatches, the Administrations may agree that the dispatch notes, customs declarations, and other required documents should accompany the parcels contained in each sack, and when the dispatch is composed of several sacks, all of them shall be forwarded by the same transmission.

5. The sacks shall be secured with fastenings guaranteeing the intactness of their contents, and shall bear on ocher-yellow label indicating the number of the dispatch, order number of the sack, number of parcels which it contains, and the gross weight of the sack. The labels of the sacks containing insured parcels shall be distinguished by a red letter "V"

6. The CP 11 parcel bills (Universal Postal Union) shall be included in the last sack of those comprising the dispatch. The total number of sacks composing the dispatch shall be entered on the corresponding label in addition to the information specified in the paragraph above, and the letter "F" shall be written on the label.

ARTICLE 109

Dispatches in Transit

The dispatching exchange office shall send to each of the intermediary Administrations a parcel bill form CP 12 (Universal Postal Union), with the details of the credits due them. The Administrations shall agree upon the manner of transmission of that document.

ARTICLE 110

Receipt and Verification of the Dispatches

1. The Administrations shall adopt the necessary measures with a view to ensuring the receipt of the dispatches immediately upon the arrival of the medium of transportation which conveyed them.

2. The exchange office of destination shall verify the condition of the sacks, their fastenings, and the weight indicated on the label before issuing a receipt for the dispatch, noting on the waybill the irregularities observed, which shall be reported by the next mail to the dispatching exchange office and/or to the intermediary office, if one is involved. The intermediary offices shall follow a similar procedure, should the occasion arise, informing, in addition, the office of destination.

3. If, upon checking the service documents relative to the dispatches received, errors or omissions are disclosed, the receiving office shall immediately make the necessary corrections, taking care to cross out the erroneous particulars in such a manner that the original notations may be recognized, and shall report the fact to the office of origin by means of a bulletin of verification, form CP 13 (Universal Postal Union), which shall be sent in duplicate. These corrections, unless there is an evident error, shall prevail over the original declarations.

4. When a shortage of parcels is verified, then, in addition to the form CP 13 (Universal Postal Union) referred to in the preceding paragraph, a report shall be drawn up recording the fact, which shall be added to the form CP 13 and sent to the office of origin together with the sack and its complete fastening (string, lead seal, and label)

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5. A similar procedure shall be followed when parcels are received rifled, and in addition a report shall be drawn up on form CP 14 (Universal Postal Union), which shall be sent together with the bulletin of verification form CP 13 (Universal Postal Union) and the respective exhibits.

6. The provisions of paragraph 3 shall apply when parcels are received insufficiently packed or damaged, such parcels shall be repacked, preserving as far as possible the original packing material, address, and label.

7 Should the damage be of such a nature as to have permitted the rifling of the contents, the office shall proceed to repack the parcel officially, complying with the formalities prescribed in paragraph 5 and noting on the new wrapper the weight before and after that operation. The same procedure shall be followed in case a difference in weight is proved, leading to the supposition that the contents were rifled.

8. If the parties concerned should make reservations upon receipt of the parcel, a report, form CP 14 (Universal Postal Union), shall be drawn up in their presence, in duplicate, which shall be signed by them and by the postal agents. A copy of the report shall be delivered to the party concerned, and another shall remain in possession of the Administration.

9. Any irregularity verified in an insured parcel shall give rise to the drawing up of a report, form CP 14 (Universal Postal Union), and to the subsequent transmission of the exhibits (string, seal or lead seal, label, packing material, and container)

10. If the exchange office of destination should fail to report to the dispatching exchange office, by the mail following the receipt of a dispatch of parcels, any irregularities or errors of any kind verified therein, that dispatch shall be considered as received in good order, barring proof to the contrary

11. Proof of irregularities shall not give rise to the return of the parcel to origin, except when that is the procedure to be followed because it contains prohibited articles.

12. The bulletins of verification, as well as the reports and exhibits mentioned in this Article, shall be transmitted as a registered item or as a service parcel, utilizing the most rapid route.

Article 111

Return of Empty Sacks

1. Sacks shall be returned empty to the Administration and, if possible, to the exchange office to which they belong, by the first mail. The return shall be made without expense and, as far as possible, by the most rapid route. The labels shall also be returned enclosed in the sacks, only if this is specifically requested in advance.

2. Separate dispatches, duly distinguished, shall be made up of the empty sacks, with consecutive numbering on an annual basis, indicat-

ing on the parcel bills the number of each returned sack, or, in lieu thereof, the total number of same. When, because of their limited number, the formation of dispatches is not justified, the sacks may be included in those containing parcels.

3. The Administrations are held responsible for the sacks whose return they cannot prove, reimbursing, in such case, the actual value of the sack to the Administration concerned.

ARTICLE 112

Period for Retention of Documents

1. The documents of the parcel post service, including the dispatch notes, must be kept for a minimum period of eighteen months, counting from the day following the date of such documents.

2. Documents concerning a dispute or claim shall be retained until the matter is settled. If the complaining Administration, duly informed of the result of the investigation, allows six months to elapse from the date of the communication without formulating any objections, the matter shall be considered closed.

ARTICLE 113

Accounts

1. The preparation and settlement of accounts pertaining to the exchange of parcel post shall be subject to the provisions of the Parcel Post Agreement of the Universal Postal Union and its Detailed Regulations.

2. Payment of the parcel post accounts shall be made in accordance with the provisions of Article 101 of the Regulations of Execution of the Convention.

3. Notwithstanding, all accounts between Administrations may be cleared annually through the International Office of the Union, and debit balances must be settled as soon as possible within the period of three months from the date on which the country concerned receives the balance sheet.

ARTICLE 114

Matters Not Provided For

In all matters not provided for in these Regulations, the provisions of the Detailed Regulations of the Parcel Post Agreement of the Universal Postal Union shall apply, or, in the absence of such provisions, the internal legislation of each country Wherein these Regulations refer to provisions of the Detailed Regulations of the Parcel Post Agreement of the Universal Postal Union, the Member Countries not signatory to the latter shall have the option of applying its provisions or alternatively those of their own internal legislation.

ARTICLE 115

Effective Date and Duration of the Regulations

These Regulations shall become effective on the same date as the Agreement to which they refer and shall have the same duration as the latter.

In witness whereof, the Plenipotentiary Representatives of the Governments of the Member Countries have signed these Regulations at the city of Santiago, capital of the Republic of Chile, on the twenty-sixth day of November, 1971.

[For signatures, see Spanish text, p. 3011.]

POSTAL MONEY ORDER AGREEMENT

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FINAL PROTOCOL OF THE AGREEMENT

FORMS

POSTAL MONEY ORDER AGREEMENT

The undersigned, Plenipotentiary Representatives of the Governments of the Member Countries, in accordance with Article 21, paragraph 4, of the Constitution of the Postal Union of the Americas and Spain concluded at the city of Santiago, capital of the Republic of Chile, on November 26, 1971, have stipulated by common accord and subject to the provisions of Article 23, paragraph 3, of the Constitution, the following Agreement.

Article 1

Purpose of the Agreement

The exchange of postal money orders between the Contracting Countries whose Administrations agree to perform this service, shall be governed by the provisions of this Agreement.

Article 2

Currency

The amount of the money orders shall be expressed in the currency of the country of destination. Notwithstanding, Administrations are empowered to adopt another currency by mutual agreement, whenever it may thus suit their interests.

Article 3

Conditions for the Exchange of Money Orders

1. The exchange of postal money orders between the Contracting Counties shall be effected by means of lists conforming to form GP 1 hereto appended([1]), which shall be forwarded to their destination, preferably by airmail, at the expense of the issuing Administration.

2. The central offices for the exchange of money orders referred to in paragraph 1 of this Article shall forward all their correspondence under conditions identical to those stipulated in this same paragraph 1.

3. Each Administration shall designate the offices in its country which are to prepare the said lists and send them to the offices which the other Administrations may designate for the same purpose.

4. Likewise, Administrations may arrange for the performance of this service by the "card" system, that is, by the transmission of certificates.

5. In cases of *force majeure* preventing the direct exchange of money orders, even though the sender or the payee may not have re-

([1]) Not printed herein. [Footnote added by the Postal Service.]

quested it, the issuing country may forward the money orders to a different country—provided there is agreement among the Administrations concerned and subject to the preceding rules—in order that the latter may reroute them in such a manner as to make delivery practicable.

ARTICLE 4

Telegraphic Money Orders

The provisions of this Agreement shall extend to the telegraphic money order service between those Administrations that agree to offer it. For this purpose, they shall determine, after agreement among themselves, the conditions governing this service.

ARTICLE 5

Maximum Amounts of Money Orders

1. The Administrations of the Contracting Countries that agree to offer this service shall establish the maximum amount of the money orders exchanged with one another.

2. Notwithstanding, postal money orders, issued free of charge by application of the provisions of Article 9, may exceed the maximum established by each Administration.

ARTICLE 6

Charges

1. The sender of any money order issued in accordance with the provisions of this Agreement shall pay the charges established by the Administration of origin in compliance with its regulations and according to the scale adopted and promulgated for its domestic service.

2. When money orders are forwarded by special delivery, Administrations may collect the special fee established, which shall not exceed the one applicable to letter post items.

ARTICLE 7

Endorsement

The Administrations of the Contracting Countries are authorized to allow, within their territory and in accordance with their domestic legislation, the endorsement of money orders from any country

ARTICLE 8

Responsibility

The Administrations shall be responsible to the senders for the amounts deposited by the latter for conversion into money orders up to the time of payment to the payees or endorsers.

ARTICLE 9

Exemption from Charges

Postal money orders, exchanged between Administrations or between post offices of Administrations, as well as those sent to the International Office in Montevideo or to the Transfer Office in Panama and vice versa, shall be exempt from any charge.

ARTICLE 10

Period of Validity of Money Orders

1. Unless otherwise agreed upon, every money order shall be payable in the country of destination within six months following the month in which it was issued.

2. The amount of the money orders which have not been paid within such period, shall be credited to the Administration of origin, to which a form GP 4 shall be sent for this purpose, with the particulars of such money orders in order that it may proceed in accordance with its regulations.

ARTICLE 11

Change of Address and Refund of Money Orders

1. When the sender wishes to correct an error in the address of the payee or to request refund of a money order, he shall submit his request to the issuing Administration.

2. In general, a postal money order shall not be refunded without the authorization of the Administration of the paying country Such authorization shall be given by means of a separate communication addressed to the Administration of origin, and the total amount of the money orders authorized to be refunded shall be credited in the next account to be submitted.

ARTICLE 12

Notice of Payment

1. The sender of a money order may obtain a notice of payment by paying a fee equivalent to that collected by the Administration of origin for the return receipt of a registered letter. This fee shall belong to the Administration of origin.

2. The Administration of destination shall issue the notice of payment on a printed form conforming to form GP 6, and shall send it either directly to the sender or to the issuing Administration for delivery to the sender if the exchange is made by means of lists.

3. If the Administrations have agreed to perform the service by the card system, a form GP 6 shall be issued by the Administration of origin, which shall forward it to the Administration of destination for the purpose of obtaining the signature of the payee at the time of payment of the money order, and shall return it subsequently to the sender.

ARTICLE 13

Forwarding

1. At the request of the sender or the payee, money orders may be forwarded to a different country, provided money orders are exchanged with the new country of destination. In this case, the forwarding Administration shall not collect any fee.

2. In case of forwarding, the money order shall be deemed to have been paid by the forwarding Administration, which shall include it in the account for that purpose, adding the word "Reexpedicion" (Forwarded)

ARTICLE 14

Domestic Legislation

Postal money orders exchanged between two Administrations are subject, as regards their issue and payment, to the provisions applicable to domestic postal money orders in force in the Administrations of origin and destination.

ARTICLE 15

Preparation of Lists

1. Each exchange office shall inform the corresponding exchange office, on the dates when money orders are deposited, of the amounts received in its country for payment in the other country, making use of the form GP 1 hereto appended(1)

2. Every postal money order entered in the lists shall bear a consecutive number, to be known as "international number", beginning with the number 1 on the first of January or the first of July of each year, whichever is agreed upon. When, at the end of the year or half year, a change in numbering occurs, the following list shall show, in addition to the serial number, the last international number of the preceding series.

3. The exchange offices shall acknowledge receipt of each list by means of their next list sent in the opposite direction.

4. Any missing list shall be reported immediately by the exchange office which notices the irregularity In such case, the issuing exchange office shall send a duly authenticated duplicate of the list requested to the office of destination.

ARTICLE 16

Verification and Correction of the Lists

1. The lists shall be examined carefully by the exchange office of destination and corrected when they contain simple errors. The issuing

(1) Not printed herein. [Footnote added by the Postal Service.]

exchange office shall be informed of these corrections when receipt of the list in question is acknowledged.

2. When the errors are serious, the exchange office of destination shall request a clarification from the issuing office, which shall provide this information as soon as possible. In the meantime, issuance of domestic postal money orders corresponding to the items in doubt shall be suspended. These matters shall be handled, when possible, by airmail.

ARTICLE 17

Payment of Money Orders

1. When a list of money orders, as prescribed in Article 15, is received by an exchange office, that office shall proceed to effect or order payment to the payee, in the currency of the country of destination, of the amounts which appear in the list, either in that currency or in any other agreed upon, in accordance with the regulations in force in each country for the payment of international money orders.

2. The Administration of destination shall in all cases endeavor to effect payment to the payees without delay If the money order has not been paid within one month after a notice was sent to the payee, the Administration of origin shall be so advised in order that it may pass the information on to the sender.

3. Duplicates of postal money orders shall be issued by the Administration of the issuing country only, in accordance with its internal legislation, and after ascertaining that the money order has not been paid to the addressee or reimbursed to the sender.

ARTICLE 18

Rendering and Settlement of Accounts

1. Unless otherwise agreed upon, the creditor Administration shall prepare, at the end of each quarter, the respective account for the corresponding Administration, showing·

a) the totals of the lists containing the detailed particulars of the money orders issued in both countries during the quarter;
b) the totals of the money orders which were reimbursed to the senders;
c) the totals of the money orders which became invalid during the quarter.

2. The credit to each Administration shall be expressed in the currency of its country

3. The smaller amount shall be converted into the currency of the creditor country calculated at the average rate of exchange for the quarter to which the account refers.

4. This account, prepared in duplicate, shall be sent by the Administration which prepares it to the corresponding Administration. If the

resulting balance is in favor of the latter Administration, it shall be paid by attaching to the account a sight draft or check in favor of the creditor Postal Administration. If the balance should result in favor of the Administration which has prepared the account, the debtor Administration shall make the payment, in the manner prescribed in the preceding paragraph, when the account is accepted and returned. For the preparation of this quarterly account forms GP 2, GP 3, GP 4 and GP 5, appended to this Agreement (1), shall be used.

5. Administrations may also come to agreement not to make conversions but to make unilateral settlements, that is, for each Administration to credit the other with the total amount of the money orders paid for its account. In such case, each Administration shall have to prepare a quarterly acount.

ARTICLE 19

Discontinuance of Money Order Accounts

1. Administrations may, if they agree to do so, discontinue the rendering of accounts referred to in the preceding Article. In such case, they shall agree to send, attached to each list of money orders, form GP 1, a sight draft or check for the total amount involved, and the same procedure shall apply when using forms GP 3 and GP 4.

2. The checks or sight drafts, unless agreed otherwise, shall be drawn in the currency of the creditor country

ARTICLE 20

Advances on Account

1. When one Administration owes another, on account of money orders, a balance exceeding 30,000 gold francs or the approximate equivalent thereof in its own currency, the debtor Administration shall send to the creditor Administration, as soon as possible and as an advance on account, a sum approximating the balance of the quarterly settlement referred to in Article 18.

2. If the amount advanced should exceed the balance of the final settlement for the period, the difference shall be transferred to the following period, it being understood that, in case of suspension of the service, any possible surplus shall be reimbursed immediately in the same currency in which it was received.

ARTICLE 21

Exchange by the Card System

The Administrations which agree to effect the exchange by the system referred to in Article 3, paragraph 4, shall do so on the basis of the pertinent provisions of the Agreement of the Universal Postal Union, while observing the specifications of this Agreement.

(1) Not printed herein. [Footnote added by the Postal Service.]

ARTICLE 22

Suspension of the Service

1. The Administrations of the Contracting Countries may, when they deem it convenient, temporarily suspend the issuing of postal money orders. They are likewise empowered to adopt any other appropriate measures to safeguard their interests and avoid the possibility of speculation.

2. The Administration which adopts any of the measures referred to in the preceding paragraph shall notify at once the Administrations with which it exchanges postal money orders thereof.

ARTICLE 23

Conditions of Approval of Proposals Concerning this Agreement

1. To become effective, proposals submitted to Congress relating to this Agreement must be approved by a majority of the Member Countries present and voting which are parties to the Agreement. Half of these Member Countries represented at Congress must be present at the time of voting.

2. The procedure established in the General Regulations of the Universal Postal Union shall apply to amendments in the interval between Congresses. To become effective, the proposals must obtain.

a) unanimity of votes if they involve the introduction of new provisions or amendments to Articles 1, 2, 5, 8, 9, 14, 18, 19, 20, 22, 23 and 24 of this Agreement and all Articles contained in its Final Protocol,
b) two-thirds of the votes in order to amend any remaining Articles.

ARTICLE 24

Effective Date and Duration of the Agreement

1. This Agreement shall become effective on July 1, 1972, and shall remain in force indefinitely Each of the Member Countries reserves the right to denounce this Agreement by means of a notification provided by its Government to that of the Oriental Republic of Uruguay, which shall communicate same to the other Member Countries.

2. The Agreement shall cease to govern with respect to the Member Country which denounces it upon completion of the period of one year counting from the date of receipt of such notification by the Government of the Oriental Republic of Uruguay

3. In witness whereof, the Plenipotentiary Representatives of the Governments of the Member Countries have signed this Agreement at the city of Santiago, capital of the Republic of Chile, on the twenty-sixth day of November, 1971.

[For signatures, see Spanish text, p. 3081.]

FINAL PROTOCOL OF THE POSTAL MONEY ORDER AGREEMENT

At the moment of signing the Postal Money Order Agreement concluded by the Tenth Congress of the Postal Union of the Americas and Spain, the undersigned Plenipotentiary Representatives have agreed the following·

The United States of America formulates a reservation to the effect that it cannot accept the stipulations of the following Articles:

Article 5, paragraph 2,	"Maximum Amounts of Money Orders"
Article 9,	"Exemption from Charges"
Article 10,	"Period of Validity of Money Orders"
Article 12,	"Notice of Payment"
Article 13,	"Forwarding"

In witness whereof, the Plenipotentiary Representatives of the Governments of the Member Countries have signed this Final Protocol at the city of Santiago, capital of the Republic of Chile, on the twenty-sixth day of November, 1971.

[For signatures, see Spanish text, p. 3081.]

POSTAL MONEY ORDERS FORMS

(Not published because no changes have been introduced to the present ones. Agreement of Mexico, 1966) [1]

[1] TIAS 6355, 18 UST 2631.

CONSTITUCION DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA

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CONSTITUCION DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA

PREAMBULO

Con el fin de extender, facilitar y perfeccionar entre los pueblos de las Americas y España el funcionamiento de sus servicios postales y contribuir al desarrollo de sus actividades, los Representantes Plenipotenciarios de los Gobiernos de los Paises contratantes han adoptado, bajo reserva de ratificación, la presente Constitución.

TITULO I

DISPOSICIONES ORGANICAS

CAPITULO I

GENERALIDADES

Artículo 1. — Extensión y finalidad de la Unión.

1 Los Paises cuyos Gobiernos adopten la presente Constitución forman, bajo la denominacion de Unión Postal de las Americas y España, un solo territorio postal para el intercambio recíproco de envios de correspondencia en condiciones mas favorables para el público que las establecidas por la Union Postal Universal.

2 En todo el territorio de la Union estara garantizada la libertad de tránsito.

3 La Union Postal de las Americas y España tiene por objeto, ademas de facilitar y perfeccionar las relaciones postales entre las Administraciones de los Paises miembros, establecer una acción capaz de representar eficazmente en los Congresos, Conferencias y demas reuniones de la Unión Postal Universal, así como de otros organismos internacionales, sus intereses comunes en lo que se refiere a los servicios postales, y de armonizar los esfuerzos de los Países miembros para el logro de esos fines.

4 La Unión participara, dentro de los límites financieros de los programas aprobados por el Congreso, en la asistencia técnica y la enseñanza profesional postal en beneficio de sus Países miembros.

Artículo 2. — Miembros de la Unión.

Son miembros de la Union:

a) Los Paises que posean la calidad de miembros en la fecha de la puesta en vigor de la presente Constitución;

b) los Países que adquieran la calidad de miembros conforme al articulo 11

Artículo 3. — Ambito de la Union.

La Unión tiene en su ambito:

a) Los territorios de los Paises miembros;

b) las oficinas de correos establecidas por los Paises miembros en territorios no comprendidos en la Unión,

c) los demas territorios que, sin ser miembros de la Unión, dependan desde el punto de vista postal de Paises miembros.

Artículo 4. — Sede de la Unión.

La sede de la Union y de sus organos permanentes se fija en Montevideo, capital de la Republica Oriental del Uruguay

Artículo 5. — Idioma oficial de la Unión.

El idioma oficial de la Union es el español.

Artículo 6. — Moneda tipo.

Para la aplicacion de las Actas de la Union se tomara como unidad monetaria el franco oro definido en la Constitución de la Union Postal Universal.

Artículo 7 — Personeria jurídica.

Todo Pais miembro de acuerdo con su legislacion interna, otorgara capacidad juridica a la Union Postal de las Americas y España para el correcto ejercicio de sus funciones y la realizacion de sus propositos.

Artículo 8. — Privilegios e inmunidades.

1 La Unión gozara en el territorio de cada uno de los Paises miembros de los privilegios e inmunidades necesarios para la realizacion de sus propósitos.

2 Los Representantes de los Paises miembros que concurran a las reuniones ae los organos de la Unión y los funcionarios de la misma, cuando cumplan funciones oficiales, gozaran igualmente de los privilegios e inmunidades necesarios para el cumplimiento de sus actividades.

Artículo 9 — Uniones restringidas.

Los Paises miembros podran establecer entre sí uniones más estrechas con el fin de reducir tarifas o introducir otras mejoras sobre cualesquiera de los servicios a que se refieren las Actas de la Union a las que los Paises se hayan adherido.

Artículo 10. — Acuerdos especiales.

Las Administraciones postales de los Paises miembros podrán concertar acuerdos especiales:

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a) Para mejorar los servicios postales establecidos en el Convenio y los Acuerdos de la Unión a los cuales se hayan adherido;

b) para establecer en sus relaciones recíprocas aquellos servicios postales que realicen en su regimen interno y no esten previstos en las Actas de la Unión.

CAPITULO II

ADHESION, ADMISION Y RETIRO DE LA UNION

Artículo 11. — Adhesión o admisión en la Union.

1 Los Paises o territorios que esten ubicados en el Continente Americano o sus islas y que tengan la calidad de miembros de la Unión Postal Universal, siempre que no tengan ningun conflicto de soberania con algun Pais miembro, podran adherirse a la Union.

2. Todo Pais soberano de las Americas, que no sea miembro de la Unión Postal Universal, podra solicitar su admision en la Unión Postal de las Américas y España.

3 La adhesion o la solicitud de admisión en la Unión debera incluir una declaracion formal de adhesion a la Constitución y a las Actas obligatorias de la Unión.

Artículo 12. — Retiro de la Unión.

Todo País tendra derecho a retirarse de la Unión, renunciando a su calidad de miembro.

CAPITULO III

ORGANIZACION DE LA UNION

Artículo 13. — Organos de la Unión.

1 Los órganos de la Union son: el Congreso, las Conferencias, el Consejo Consultivo y Ejecutivo y la Oficina Internacional.

2 Los organos permanentes de la Union son: el Consejo Consultivo y Ejecutivo y la Oficina Internacional.

Artículo 14. — El Congreso.

1 El Congreso es el organo supremo de la Unión.

2 El Congreso se compondra de los Representantes de los Países miembros.

Artículo 15. — Congresos extraordinarios.

A solicitud de tres Paises miembros, por lo menos, y con el asentimiento de las dos terceras partes, se podra celebrar un Congreso extraordinario.

Artículo 16. — Conferencias.

1 A solicitud de tres Administraciones postales de los Países miembros, por lo menos, y con el asentimiento de las dos terceras partes, se podra celebrar una Conferencia, con el fin de examinar cuestiones tecnicas o administrativas.

2 En ocasión de celebrarse un Congreso Postal Universal, los Representantes de los Paises miembros celebrarán una Conferencia para determinar la acción conjunta a seguir en el mismo.

Artículo 17 — Consejo Consultivo y Ejecutivo.

1 El Consejo Consultivo y Ejecutivo asegurara entre dos Congresos la continuidad de los trabajos de la Unión conforme a las disposiciones de las Actas de la Union y debera efectuar estudios y emitir opinión sobre cuestiones tecnicas, de explotación y economicas, que interesen al servicio postal.

2 Los miembros del Consejo Consultivo y Ejecutivo ejercerán sus funciones en el nombre y el interés de la Unión.

Artículo 18. — Oficina Internacional.

La Oficina Internacional de la Union Postal de las Américas y España, que es el órgano permanente de enlace, información y consulta entre las Administraciones postales de los Países miembros, funciona en la sede de la Union, dirigida y administrada por un Director General y bajo la alta inspección de la Dirección Nacional de Correos de la República Oriental del Uruguay.

Artículo 19. — Oficina de Transbordos.

Funciona en Panamá, capital de la República de Panama, con el nombre de Oficina de Transbordos, una oficina a la cual corresponderá recibir y reexpedir los despachos postales originarios de las Administraciones de los Países miembros y que, transitando por el Istmo, den lugar a operaciones de transbordo.

CAPITULO IV

FINANZAS

Artículo 20. — Gastos de la Unión. Contribuciones de los Países miembros.

Los gastos de la Unión seran sufragados en común por todos los Países miembros, que a tales efectos serán clasificados en cierto número de categorias de contribución.

TITULO II

ACTAS DE LA UNION

CAPITULO I

GENERALIDADES

Artículo 21. — Actas de la Unión.

1 La Constitución es el Acta fundamental de la Unión y contiene sus reglas orgánicas.

2 El Reglamento General contiene las disposiciones que aseguran la aplicación de la Constitución y el funcionamiento de la Unión. Será obligatorio para todos los Paises miembros.

3 El Convenio y su Reglamento de Ejecución contienen las reglas comunes aplicables al servicio postal internacional y las disposiciones relacionadas con los envíos de correspondencia. Estas Actas serán obligatorias para todos los Países miembros.

4 Los Acuerdos y sus Reglamentos de Ejecución regularán los servicios que no sean los de correspondencia. Sólo serán obligatorios para los Países miembros que se hayan adherido a ellos.

5 Los Protocolos finales, anexados eventualmente a las Actas de la Unión mencionadas en los parrafos 3 y 4, contienen las reservas a estas Actas.

6 El Reglamento de la Oficina Internacional de la Unión establece las reglas para su funcionamiento.

7 El Reglamento de la Oficina de Transbordos establece las reglas para el funcionamiento de esta Oficina.

Artículo 22. — Votos y Resoluciones.

1 Los Votos carecen de fuerza obligatoria. Las Administraciones que los hagan efectivos tendrán la obligación de comunicarlo a las demás por intermedio de la Oficina Internacional de la Unión.

2 Las Resoluciones son las decisiones, adoptadas por el Congreso con fuerza obligatoria transitoria, para los órganos de la Unión a los cuales se dirige el mandato.

CAPITULO II

ACEPTACION Y DENUNCIA DE LAS ACTAS DE LA UNION

Artículo 23. — Firma, ratificación y otras modalidades de aprobación de las Actas de la Unión.

1 La firma de las Actas de la Unión por los Representantes Plenipotenciarios de los Países miembros, tendrá lugar al término del Congreso.

2 La Constitución será ratificada, tan pronto como sea posible, por los Países signatarios.

3 La aprobacion de las Actas de la Unión, distintas a la Constitución, se regirá por las reglas constitucionales de cada País signatario.

4 Sin perjuicio del procedimiento señalado en el párrafo precedente, los Países signatarios podrán ratificar o aprobar las Actas en forma provisional, dando aviso de ello por correspondencia a la Oficina Internacional de la Unión.

5 Si un País no ratificare la Constitución o no aprobare las otras Actas, no dejarán de ser válidas tanto unas como otras, para los que las hubieren ratificado o aprobado.

Artículo 24. — Notificación de las ratificaciones y de otras modalidades de aprobación de las Actas de la Unión.

Los instrumentos de ratificación de la Constitución y, eventualmente, los de la aprobación de las demás Actas se deposi-

tarán, en el mas breve plazo, ante el Gobierno del País sede de la Unión, el cual lo comunicara a los demás Países miembros.

Artículo 25. — Adhesión a la Constitución y a las otras Actas de la Unión.

Los Países miembros que no hayan firmado la presente Constitucion, las Actas obligatorias o eventualmente las Actas facultativas, podran adherirse a ellas en cualquier momento.

Artículo 26. — Denuncia de un Acuerdo.

Cada Pais miembro tendra la facultad de cesar en la participación de uno o varios Acuerdos.

CAPITULO III

MODIFICACION DE LAS ACTAS DE LA UNION

Artículo 27 — Presentación de proposiciones.

1 Las proposiciones modificativas de las Actas de la Union podran presentarse:

a) Por la Administracion postal de un Pais miembro, siempre que participe en ellas;

b) por el Consejo Consultivo y Ejecutivo como consecuencia de los estudios que realice o de las actividades de la esfera de su competencia;

c) por la Oficina Internacional de la Union en lo que afecte a su organización y funcionamiento, previa adopción por uno o varios de los Países miembros.

2 Las proposiciones podrán ser presentadas al Congreso, o en el intervalo de los Congresos. Las proposiciones relativas a la Constitución y al Reglamento General no podran ser sometidas más que al Congreso.

Artículo 28. — Modificación de la Constitución. Ratificación.

1 Para ser adoptadas, las proposiciones sometidas al Congreso, relativas a la presente Constitución, deberán ser aprobadas por los dos tercios, al menos, de los Paises miembros de la Unión.

2 Las modificaciones adoptadas por un Congreso serán objeto de un protocolo adicional y salvo acuerdo en contrario de

este Congreso, entraran en vigor al mismo tiempo que las Actas revisadas en el curso del mismo Congreso.

3 Las modificaciones de la Constitución seran ratificadas lo antes posible por los Paises miembros y los instrumentos de esta ratificación se trataran conforme a las disposiciones de los artículos 23 y 24.

Artículo 29 — Modificación del Reglamento General, Convenio, Acuerdos, Reglamento de la Oficina Internacional y Reglamento de la Oficina de Transbordos.

1 El Reglamento General, el Convenio, los Acuerdos, el Reglamento de la Oficina Internacional y el Reglamento de la Oficina de Transbordos, establecen las condiciones a las que estaran subordinadas la aprobacion de las proposiciones que les conciernen.

2. Las Actas mencionadas en el parrafo anterior se pondrán en ejecución simultaneamente y tendrán la misma duración. Desde el día fijado por el Congreso para la puesta en ejecución de estas Actas, las Actas correspondientes al Congreso precedente quedaran derogadas.

CAPITULO IV

LEGISLACION Y REGLAS SUBSIDIARIAS

Artículo 30. — Complemento a las disposiciones de las Actas.

Los asuntos relacionados con los servicios postales que no estuvieren comprendidos en las Actas de la Union, se regiran en su orden:

1° por las disposiciones de las Actas de la Union Postal Universal;

2° por los acuerdos que entre sí firmaren los Paises miembros;

3° por la legislacion interna de cada Pais miembro.

CAPITULO V

SOLUCION DE DIVERGENCIAS

Artículo 31 — Arbitraje.

Los desacuerdos que se presentaren entre las Administraciones postales de los Paises miembros sobre la interpretación o aplicación de la Actas de la Union, seran resueltos por arbitraje, de conformidad con lo establecido en el Reglamento General de la Unión Postal Universal.

TITULO III

DISPOSICIONES FINALES

CAPITULO UNICO

Artículo 32. — Vigencia y duración de la Constitución.

La presente Constitucion entrara en vigor el primero de julio del año mil novecientos setenta y dos y permanecera vigente durante un tiempo indeterminado.

En fe de lo cual los Representantes Plenipotenciarios de los Gobiernos de los Paises miembros han firmado la presente Constitución, en la ciudad de Santiago, capital de la República de Chile, a los veintiseis días del mes de noviembre del año mil novecientos setenta y uno.

Por ARGENTINA

Señor Jesus LLORENTE

Senor Salvador Joaquin RIERA

Señor Aldo Jose GARGANTINI

Señor Julio Tomas ALVAREZ

Por BOLIVIA

Senor Emilio BRAVO SANCHEZ

Por CANADA

Senor Ferdinand PAGEAU

Senor D. G. BULLOCK

Por COLOMBIA

Senor Nicolas Enrique DAVILA NOGUERA

Por COSTA RICA

Senor Carlos RODRIGUEZ JIMENEZ

Senora Vera BARBOZA B.

Por CUBA

Doctor Luis SOLA VILA

Senor Francisco MARTY VALDÉS

Senor Pedro LOPEZ FARIÑAS

Por CHILE

Senor Hernan ZULETA ZEPEDA

Señor Miguel OLMEDO VALDEBENITO

Señor Luis CARVAJAL CRUZAT

Senor Juan Luis LANDREAU BALLO

Senor Jose FERNANDEZ BERRIOS

Señor Mario Andres OSORIO GONZALEZ

Señor Raúl Dario GUICHARD ARNAO

Senor Héctor Hernan QUIROGA VALDIVIESO

Señor Guillermo CABRERA GUZMAN

Por ECUADOR

Gral. de División (R.) E. Antonio MORAL M.

Por EL SALVADOR

Señor A. Antonio ANDRADE

Por ESPAÑA

Señor Jose Manuel CERVERA DE GONGORA

Señor Aníbal MARTIN GARCIA

Señor Jaime ASCANDONI R.

Por ESTADOS UNIDOS DE AMERICA

Señor James W. HARGROVE

Señor Peter M. SUSSMAN

Por ESTADOS UNIDOS DEL BRASIL

Señor José GURJAO NETO

Señor Antonio SOUZA CUNHA

Señor Wilson Valente T ARANHA

Señor Oswaldo L. SARAIVA

Por ESTADOS UNIDOS MEXICANOS

Senor José ALVA GUTIERREZ

Por GUATEMALA

Embajador Mario JUAREZ TOLEDO

Por HAITI

Embajador Gerard BOUCHETTE

Por NICARAGUA

Capitan (SEC) Néstor CHACON SARRIA

Por PANAMA

Embajador Lic. Roger DECEREGA S.

Por PARAGUAY

Señor W. Antonio GALEANO

Señor Pedro N. CACERES

Por PERU

Doctor Hildebrando MERINO MACHUCA

Por Republica DOMINICANA

Embajador Franz E. BAEHR CABRAL

Por República de HONDURAS

Señor Ramón YNESTROZA MONCADA

Por República de VENEZUELA

Señor Alfredo AVILA SERRATI

Señor Antonio J. ROJAS

Por URUGUAY

Señor Miguel I. SALINAS

REGLAMENTO GENERAL DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA

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Protocolo Final del Reglamento General de la Unión Postal de las Américas y España

REGLAMENTO GENERAL DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA

Los abajo firmantes, Representantes Plenipotenciarios de los Gobiernos de los Paises contratantes, visto el articulo 21, parrafo 2, de la Constitución de la Unión Postal de las Americas y España, han adoptado de comun acuerdo, en el presente Reglamento General, las disposiciones que aseguran la aplicación de dicha Constitución y el funcionamiento de la Unión.

CAPITULO I

ADHESION, ADMISION Y RETIRO DE LA UNION

Artículo 101 — Adhesion o admision en la Unión. Procedimiento.

1 La nota de adhesion o la solicitud de admision, debera dirigirse por el Gobierno del Pais interesado, por vía diplomatica, al Gobierno de la Republica Oriental del Uruguay, el que la comunicara a los demas Paises miembros de la Union.

2 Para ser admitido como miembro se requerira que la solicitud sea aprobada, como minimo, por los dos tercios de los Paises miembros.

3 Se considerara que los Paises miembros aprueban la solicitud cuando no hubieren dado respuesta en el plazo de cuatro meses, a partir de la fecha en que se les haya comunicado.

4 La adhesion o admision de un Pais en calidad de miembro sera notificada por el Gobierno de la Republica Oriental del Uruguay a los Gobiernos de todos los Paises miembros de la Unión.

5 Al Pais solicitante se le comunicará el resultado y si fuese admitido, la fecha desde la cual se le considera miembro y demas datos relativos a su aceptación.

Artículo 102. — Adhesion a las Actas de la Unión. Procedimiento.

1 Los Países miembros que no hayan suscrito las Actas renovadas por el Congreso, deberan adherirse a ellas en el más breve plazo posible.

2 Los Paises miembros que no hayan firmado las Actas de los Acuerdos, por no participar en ellos, podran, en todo tiempo, adherirse a uno o varios de dichos Acuerdos.

3 Los instrumentos de adhesion relativos a los casos pre-

vistos en el artículo 24 de la Constitución y en los párrafos 1 y 2 del presente artículo, se dirigiran por via diplomatica al Gobierno de la República Oriental del Uruguay, el cual notificara este depósito a los Países miembros.

Artículo 103. — Retiro de la Unión. Procedimiento.

1 Todo Pais miembro tendrá la facultad de retirarse de la Unión mediante denuncia de la Constitución que deberá comunicarse por vía diplomática al Gobierno de la República Oriental del Uruguay y por este a los demás Gobiernos de los Paises miembros.

2 El retiro de la Unión será efectivo a la terminacion del plazo de un año a partir del día de recepción por el Gobierno de la República Oriental del Uruguay de la denuncia prevista en el párrafo 1

3 Todo País miembro que se retire deberá cumplir con todas las obligaciones que estipulan las Actas de la Unión hasta el día en que se haga efectivo su retiro.

CAPITULO II

FUNCIONAMIENTO DE LOS ORGANOS DE LA UNION

Artículo 104. — Organización y reunión de los Congresos, Congresos extraordinarios y Conferencias.

1 Los Representantes de los Paises miembros se reunirán en Congreso, a más tardar dos años despues de celebrado el Congreso de la Union Postal Universal.

2 Las finalidades del Congreso son:

a) Revisar y completar, si fuere el caso, las Actas de la Unión, y

b) tratar cuantos asuntos de interes estime convenientes.

3 Cada País miembro se hara representar por uno o varios Delegados o por la Delegación de otro País. La Delegación de un País no podra representar más que a otro País además del suyo.

4 En las deliberaciones cada País miembro tendrá derecho a un voto.

5 En principio, cada Congreso designará al País en el cual el Congreso siguiente deba tener lugar Si no fuere posible la realización de un Congreso en la sede fijada, la Oficina Inter-

nacional, con la urgencia del caso adelantará las diligencias necesarias para la fijación de una nueva sede, de conformidad con las atribuciones que le señala este Reglamento.

6 Previo acuerdo con la Oficina Internacional, el Gobierno del País sede del Congreso, fijará la fecha definitiva, así como el lugar donde deba reunirse el Congreso. En principio, un año antes de esta fecha el Gobierno del País sede del Congreso enviara invitacion al Gobierno de cada País miembro, ya sea directamente, o por conducto de la Oficina Internacional.

7 El Gobierno del Pais sede del Congreso notificará, a los Gobiernos de los Paises miembros las Actas que el Congreso adopte.

8 Cuando un Congreso deba ser reunido sin que haya un Gobierno invitante, la Oficina Internacional, de acuerdo con el Consejo Consultivo y Ejecutivo y con el Gobierno de la República Oriental del Uruguay, adoptará las disposiciones necesarias para convocar y organizar el Congreso en el Pais sede de la Unión. En este caso, la Oficina Internacional ejercerá las funciones de Gobierno invitante.

9 Cada Congreso aprobara su Reglamento interno. Hasta su adopción, regirá el Reglamento del Congreso anterior

10 Todo País miembro tendra derecho a formular reservas al Convenio y su Reglamento de Ejecución y a los Acuerdos y sus Reglamentos en el momento de firmarlos.

11 La sede para la reunión de un Congreso extraordinario la determinaran los Paises solicitantes, de acuerdo con la Oficina Internacional.

12 Los parrafos 1 al 9 serán aplicables por analogía a los Congresos extraordinarios.

13 El lugar de reunión de una Conferencia lo determinaran las Administraciones solicitantes, previo acuerdo con la Oficina Internacional. Las convocatorias se dirigirán por la Administración postal del Pais sede de la Conferencia.

14 Cada Conferencia aprobará el Reglamento interno que sea necesario para sus trabajos. Hasta su aprobación regirá el anterior

15 Con 7 días habiles de anticipación a la apertura del Congreso de la Unión Postal Universal, los representantes de los Países miembros deberan reunirse en la ciudad designada como sede de dicho Congreso para celebrar una Conferencia en la que se traten de determinar los procedimientos de acción conjunta a

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seguir. La Conferencia se mantendra mediante reuniones que se llevarán a cabo a lo largo de la duración del Congreso Postal Universal.

Artículo 105. — Consejo Consultivo y Ejecutivo.

1 El Consejo Consultivo y Ejecutivo se compondrá de cinco miembros.

2 Los miembros del Consejo Consultivo y Ejecutivo serán designados por el Congreso. Ningún Pais miembro será elegido sucesivamente más de dos veces.

3 El Representante de cada uno de los Paises miembros del Consejo será designado por la Administración postal de su País. Este Representante debera ser un funcionario calificado de dicha Administración postal.

4 En el intervalo de los Congresos se reunira por lo menos una vez al año, en la sede de la Unión, el Consejo Consultivo y Ejecutivo, a fin de planificar y asegurar los trabajos de la Union. La primera reunion se celebrara dentro del año siguiente a partir de la fecha de realizado el Congreso.

5 Si entre dos Congresos se produjera alguna vacante en el Consejo Consultivo y Ejecutivo correspondera cubrirla por derecho propio al miembro de la Unión que en la ultima elección hubiese obtenido el mayor número de votos sin resultar elegido, y asi sucesivamente.

6 Se considerara que se ha producido una vacante en el Consejo Consultivo y Ejecutivo cuando un miembro del mismo no concurra a dos reuniones consecutivas o renuncie a ser integrante de éste.

7 Las funciones de miembro del Consejo Consultivo y Ejecutivo serán gratuitas. Los gastos de funcionamiento estarán a cargo de la Unión. El Representante de cada uno de los Países miembros tendrá derecho en cada reunion al reembolso del precio del pasaje de ida y vuelta, en primera clase, por vía aérea, marítima o terrestre.

8 En su primera reunión, convocada por el Presidente del ultimo Congreso, el Consejo elegira un Presidente y un primero y un segundo Vicepresidentes y redactara su Reglamento, si bien mientras tanto actuara con el Reglamento anterior El Director General de la Oficina Internacional ejercerá las funciones de Secretario General y podra tomar parte en los debates del Consejo sin derecho a voto.

9 Las siguientes reuniones serán convocadas por el Presidente del Consejo y en caso de ausencia por el Vicepresidente que le sigue en orden, utilizando el conducto de la Secretaría General, en todos los casos.

10 La Administración postal de la República Oriental del Uruguay sera invitada a participar en sus reuniones en calidad de observador, si ese Pais no fuera miembro del Consejo. Tambien podrá cursarse invitacion a las Administraciones postales de los Países miembros, asi como al Comite de Lineas Aereas de la Unión y a cualquier otro organismo calificado que deseare asociar a sus trabajos.

11 El Consejo Consultivo y Ejecutivo coordinará y supervisará todas las actividades de la Unión con las siguientes atribuciones en particular·

a) Mantener contacto con las Administraciones postales de los Paises miembros, con los organos de la Unión Postal Universal, con las Uniones postales restringidas y con cualquier otro organismo nacional o internacional con el objeto de estudiar y resolver los problemas tecnicos y de organizacion peculiares a los Países miembros de la Unión;

b) actuar como contralor de las actividades de la Oficina Internacional;

c) nombrar, dado el caso, al Director General de la Oficina Internacional de entre los candidatos propuestos por las Administraciones postales de los Países miembros;

d) nombrar, a presentación del Director General, al Subdirector General y al Consejero, previo examen de los titulos de competencia profesional postal de los candidatos propuestos por las Administraciones postales de los Países miembros;

e) para los nombramientos que tratan los incisos c) y d), el Consejo tendrá en cuenta que las personas que ocupen esos puestos, en principio, deberan pertenecer a distintos Países de la Unión y poseer la nacionalidad del País cuya Administración los proponga. Dichos cargos podrán tambien ser solicitados por los empleados de la Oficina Internacional;

f) aprobar la Memoria anual formulada por la Oficina Internacional sobre las actividades de la Unión;

g) autorizar el presupuesto anual de la Unión dentro de los

límites fijados por el Congreso. Estos límites solamente podrán ser sobrepasados a iniciativa del Consejo y con aprobación de la mayoría de los Países miembros;

h) realizar, por mandato o de por sí, estudios especializados relacionados con la administración o ejecución de servicios postales de interés para todos los Países miembros de la Unión, a quienes hará llegar las conclusiones logradas;

i) gestionar y favorecer el desarrollo de la asistencia técnica postal, estableciendo las normas generales en ese campo a que deberá ajustarse la Oficina Internacional;

j) establecer normas acerca de la orientación general, metodos, programación de estudios y textos a aplicarse en las escuelas técnico-postales de la Unión;

k) presentar proposiciones de modificación de las Actas o recomendaciones dirigidas a las Administraciones postales de los Países miembros o proposiciones, sugerencias o recomendaciones dirigidas al Congreso. En ambos casos las proposiciones deben ser consecuencia de trabajos o estudios que competan al Consejo de acuerdo con este artículo o por mandato del Congreso;

l) resolver acerca de los documentos que debe publicar y distribuir, en el idioma oficial, la Oficina Internacional,

m) promover la cooperación internacional para facilitar, por todos los medios de que disponga, la asistencia técnica a las Administraciones postales de los Países en vías de desarrollo;

n) las demás atribuciones necesarias para el debido cumplimiento del objeto del Consejo.

12. El Consejo Consultivo y Ejecutivo presentará, por lo menos con cuatro meses de anticipación al próximo Congreso, un informe sobre el conjunto de las actividades realizadas en el período entre uno y otro Congreso.

Artículo 106. — Idiomas utilizados para la publicación de documentos, las deliberaciones y la correspondencia de servicio.

1 Los documentos de la Unión serán suministrados a las Administraciones en el idioma oficial de ésta. Sin embargo, para la correspondencia de servicio emitida por las Administraciones

postales de los Países miembros cuyo idioma no sea el español, podrán emplear su propio idioma.

2 Para las deliberaciones de los Congresos, Conferencias y Reuniones de la Unión, además del idioma español, se admitirán los idiomas francés, ingles y portugués. Queda a criterio de los organizadores de la reunión y de la Oficina Internacional la elección del sistema de traducción a emplear

3 Los gastos que demande la interpretación a que se hace referencia en el párrafo anterior correrán por cuenta de la Unión.

Artículo 107. — Escuelos técnico - postales.

1 En el ámbito de la Unión y en los lugares que se determinen por el Congreso se podrán establecer centros de enseñanza especializados, destinados a capacitar a los funcionarios de las Administraciones postales de los Países miembros.

2 No obstante, si en el intervalo entre dos Congresos, surgiera la necesidad de crear nuevos centros de enseñanza, el Consejo Consultivo y Ejecutivo consultará a las Administraciones Postales de los Países miembros, haciéndoles llegar todos los elementos de juicio necesarios que les permitan resolver al respecto. El Consejo Consultivo y Ejecutivo dispondrá la creación del nuevo centro de enseñanza si se obtuviere la aprobación de la mayoría de las Administraciones postales de la Unión.

3 El funcionamiento de las escuelas será supervisado por el Consejo Consultivo y Ejecutivo por intermedio de la Oficina Internacional.

4. Los gastos que demande la instalación y funcionamiento de las escuelas, serán satisfechos con fondos de organismos internacionales, con contribución de los Países donde funcionen las escuelas, y con aportes de la Unión, de acuerdo a las partidas que con este fin se incluyan en el presupuesto anual.

CAPITULO III

OFICINA INTERNACIONAL DE LA UNION

Artículo 108. — Atribuciones de la Oficina Internacional.

1 En el marco de sus funciones generales, a la Oficina Internacional le corresponde:

a) Reunir, coordinar, traducir, publicar y distribuir los documentos e informaciones de cualquier naturaleza, que interesen al servicio postal de la Unión;

b) realizar encuestas por iniciativa propia o a solicitud de una Administracion postal a fin de conocer opiniones con carácter ilustrativo;

c) proporcionar todas las informaciones que le soliciten las Administraciones postales, la Union Postal Universal, las Uniones restringidas o los organismos internacionales que se interesen en los asuntos postales;

d) intervenir y colaborar en los planes de asistencia técnica multilateral y en la ejecución de los mismos representando a la Union ante los respectivos Organismos internacionales;

e) tramitar y dar curso a las solicitudes de modificación o interpretación de las Actas de la Unión, y notificar oportunamente los resultados;

f) emitir su opinión en cuestiones litigiosas, cuando las partes interesadas lo requieran;

g) velar por el cumplimiento de las Actas y por los asuntos relacionados con los intereses de la Unión;

h) redactar y distribuir oportunamente una Memoria anual sobre los trabajos que realice, la que debera ser aprobada por el Consejo Consultivo y Ejecutivo;

i) publicar la nomina de los Países miembros de la Unión con indicación de los Acuerdos que han suscrito, o a los que se han adherido;

j) organizar la Seccion filatelica, que mantendra una exposición permanente y clasificada de los sellos y enteros postales que reciba. Además atendera y hará conocer a las Administraciones postales de los Países miembros las informaciones y asuntos filatélicos que interesen a la Unión;

k) confeccionar y distribuir la insignia de la Unión, para uso personal de los funcionarios de las Administraciones postales;

l) llevar a la practica los programas de asistencia técnica en el marco de la Union y realizar las tareas de super-

vision y control de los centros de enseñanza de la Union, de acuerdo con las directivas trazadas por el Consejo Consultivo y Ejecutivo.

2 En el marco de los Congresos, Conferencias y Reuniones de la Unión, a la Oficina Internacional le corresponde:

a) Intervenir en la organización y realización de los Congresos, Conferencias y Reuniones determinadas por la Unión;

b) en los casos previstos en el articulo 104, parrafo 5, sera la encargada de cursar las consultas pertinentes, a cada uno de los Paises miembros para la fijación de una nueva sede. Luego, hara conocer a cada País, el resultado de la gestión y solicitara su pronunciamiento en favor de uno de los Paises invitantes. Comunicara, entonces, a cada Gobierno, el nombre del Pais que por haber obtenido el mayor numero de votos, resulte elegido como sede del Congreso;

c) distribuir oportunamente las proposiciones que las Administraciones postales remitan para la consideracion de los Congresos, Conferencias y Reuniones de la Unión;

d) informar al Congreso sobre las labores cumplidas desde el Congreso anterior;

e) preparar la agenda para las reuniones del Consejo Consultivo y Ejecutivo y el informe sobre sus estudios y recomendaciones que presentará al Congreso;

f) publicar los documentos de los Congresos, Conferencias y Reuniones de la Unión.

3 En el marco de los Congresos y demas reuniones de los Organismos de la Union Postal Universal a la Oficina Internacional le corresponde:

a) Organizar la realizacion de la Conferencia de los Países de la Unión, formular las correspondientes invitaciones y asegurar las funciones de la Secretaría de la misma;

b) traducir y distribuir inmediatamente las proposiciones que las Administraciones postales de la Unión Postal Universal presenten a su respectivo Congreso y que revistan interes para la Union,

c) prestar toda la colaboracion necesaria que las Delegacio-

nes de los Países miembros de la Union requieran para el completo desarrollo y cumplimiento de sus funciones;

d) durante la Conferencia a realizar en ocasión de los Congresos Postales Universales, se analizarán y estudiaran las proposiciones que revistan interés para la Unión y aquellas que los Países miembros así lo soliciten. La Oficina Internacional suministrará un resumen de los resultados de la Conferencia, a cada uno de los Países miembros;

e) a la finalizacion del Congreso Postal Universal la Oficina Internacional hara llegar a los Países miembros y al Consejo Consultivo y Ejecutivo, una síntesis de los textos de las Actas de la Unión Postal Universal que hayan sufrido modificaciones de fondo o que sean absolutamente nuevos.

4 En el marco de las publicaciones a la Oficina Internacional le corresponde:

a) organizar una seccion de traducciones, en lo posible con la colaboración de las Administraciones de los Países miembros, de manera que constituya un Centro de Traduccion apto para cumplir las tareas que le correspondan de acuerdo con el regimen lingüistico de la Unión Postal Universal;

b) ademas publicara a precio de coste, y en su caso, traducira al español los siguientes documentos:

1º) Las Actas definitivas y el Código anotado de los Congresos de la Unión;

2º) las Actas definitivas y el Código anotado de los Congresos de la Unión Postal Universal;

3º) los estudios completamente terminados del Consejo Consultivo de Estudios Postales, que, a juicio del Consejo Consultivo y Ejecutivo sean de interés para la Unión;

4º) distribuira los documentos de cualquier naturaleza que considere de interes o que le sean expresamente solicitados por las Administraciones de los Países miembros o sus Delegaciones en los Congresos, Conferencias y Reuniones;

5º) publicará y distribuira una recopilación oficial de

todas las informaciones relativas a la ejecución de las Actas de la Unión.

5 Publicara y hará llegar a las Administraciones postales de los Países miembros el informe analítico que confeccione anualmente el Consejo Consultivo y Ejecutivo.

6 Publicará y hará llegar a las Administraciones postales de los Países miembros por lo menos con dos meses de anticipación al proximo Congreso, los informes sobre el conjunto de actividades realizadas por el Consejo Consultivo y Ejecutivo entre el período de dos Congresos.

Artículo 109. — Atribuciones del Director General.

El Director General de la Oficina Internacional tendrá, además de las atribuciones que en forma expresa le señalan las Actas de la Unión y las inherentes a las tareas confiadas a la Oficina Internacional, las siguientes:

a) Dirigir la Oficina Internacional de la Unión;

b) nombrar y destituir al personal de la Oficina Internacional de conformidad con el Reglamento de dicha Oficina;

c) concurrir a los Congresos, Conferencias y Reuniones de la Unión, pudiendo tomar parte en las deliberaciones sin derecho a voto;

d) concurrir en calidad de observador a los Congresos de la Unión Postal Universal y además organizar la reunión de los Representantes de los Países miembros y asegurar el servicio de traducción;

e) concurrir, en calidad de observador, a las reuniones del Consejo Ejecutivo y del Consejo Consultivo de Estudios Postales de la Unión Postal Universal, y

f) concurrir a las reuniones del Comité de Líneas Aéreas de la Unión Postal de las Américas y España para plantear los temas que las Administraciones postales hayan formulado a fin de obtener el mejoramiento de los servicios aeropostales. Del resultado y conclusiones el Director General informara ampliamente a todos los Países miembros de la Unión.

Artículo 110. — Documentos, informes y sellos postales que deben remitir a la Oficina Internacional las Administraciones postales.

1 Las Administraciones de los Países miembros deberán enviar, regular y oportunamente, a la Oficina Internacional de la Unión:

a) Todos los informes que solicite la Oficina Internacional para las publicaciones, memorias y demás asuntos de su competencia, en forma tal que permitan la ejecución de su cometido en el mas breve plazo;

b) las leyes y reglamentos postales y sus modificaciones sucesivas;

c) la guia postal cada vez que se edite;

d) el texto en su propio idioma, de las proposiciones que sometan a la consideracion de los Congresos Postales Universales;

e) tres ejemplares de los sellos postales que emitan.

2 La información que se remita en cumplimiento del párrafo 1 precedente, en su caso, deberá mantenerse actualizada y a tal fin las Administraciones comunicaran sin demora toda modificación que introduzcan.

3 Las Administraciones de los Países miembros, asimismo, informaran a la Oficina Internacional de la Union, con tres meses de anticipación a la fecha de la celebración de cada Congreso, de las gestiones realizadas con el fin de hacer efectivos en sus respectivos Países los votos y recomendaciones del último Congreso.

Artículo 111. — Distribución de las publicaciones.

1 La Oficina Internacional distribuirá gratuitamente, entre los Países miembros, todas las publicaciones que edite, observando las siguientes proporciones:

a) de las Actas definitivas de los Congresos de la Unión, 3 ejemplares por cada unidad de contribución;

b) de las Actas definitivas de los Congresos de la Unión Postal Universal y de los estudios del Consejo Consultivo de Estudios Postales (CCEP) 2 ejemplares por cada unidad de contribución; y

c) de los demás documentos un ejemplar por unidad de contribucion.

2 Las Administraciones que deseen un numero menor de publicaciones lo notificaran a la Oficina Internacional.

3 Los ejemplares adicionales de las publicaciones efectuadas por la Oficina Internacional seran suministrados, a quienes lo requieran, a precio de coste.

4 A la Oficina Internacional de la Union Postal Universal se enviaran 5 ejemplares de las publicaciones de que tratan los incisos a) y b) y 2 ejemplares de las demas publicaciones que el Director General de la Oficina Internacional juzgue conveniente.

5 A las oficinas centrales de las Uniones restringidas se enviaran 2 ejemplares de las publicaciones mencionadas en el inciso a).

Artículo 112. — Plazos para la distribución de las publicaciones.

La Oficina Internacional hará la distribución de las publicaciones en los siguientes plazos:

a) Las Actas definitivas del Congreso de la Unión, tres meses antes de entrar en vigencia;

b) las Actas definitivas del Congreso de la Unión Postal Universal tres meses después de recibidas de la Oficina Internacional de la Unión Postal Universal;

c) los demas documentos y publicaciones, en el menor tiempo posible, observando prelacion los asuntos urgentes.

Artículo 113. — Jubilaciones y pensiones del personal de la Oficina Internacional de la Unión.

Las jubilaciones y pensiones del personal de la Oficina Internacional seran pagadas del fondo propio que para tal objeto tiene destinado la misma. En el caso de que dicho fondo fuese insuficiente, serán pagadas conforme al párrafo 1 del Artículo 120 de este Reglamento.

CAPITULO IV

OFICINA DE TRANSBORDOS

Artículo 114. — Funcionamiento de la Oficina.

La organización y funcionamiento de la Oficina de Transbordos de Panamá quedan sometidos a la vigilancia y fiscalización de la Dirección General de Correos y Telecomunicaciones de Panamá y de la Oficina Internacional de la Unión, las cuales deberán ademas aprobar todas las medidas conducentes a la buena marcha de la Oficina. La Oficina Internacional de la Unión actuará también como mediadora y asesora en cualquier situación que surja entre la Administración postal de Panamá y las Administraciones postales de los Países miembros que efectúen operaciones de transbordo en el Istmo.

Artículo 115. — Nombromiento y remoción de los funcionarios de la Oficina de Transbordos.

1 El Jefe de la Oficina de Transbordos será nombrado por el Gobierno de la República de Panamá, previa consulta a las Administraciones de los Países miembros usuarios y entre los candidatos que estas propongan.

2 Los demás empleados de la Oficina serán nombrados por la Dirección General de Correos y Telecomunicaciones de Panamá, a propuesta del Jefe de la Oficina de Transbordos.

3 El personal indicado tendrá carácter inamovible, conforme a las disposiciones que al respecto establece el Reglamento de la Oficina de Transbordos.

4 El personal de la Oficina de Transbordos tendrá los mismos derechos y obligaciones que las leyes de la República de Panamá dispongan o hayan dispuesto sobre jubilaciones y pensiones y sean aplicables a los empleados de la Dirección General de Correos y Telecomunicaciones.

5 El Reglamento de la Oficina de Transbordos señala las atribuciones y deberes del personal, cuyo texto figura en anexo y forma parte integrante de las presentes disposiciones, el cual sera revisado por las Administraciones de los Países miembros usuarios, incluyendo a la Administración postal de Panamá y al Director General de la Oficina Internacional de la Unión.

CAPITULO V

MODIFICACION DE LAS ACTAS DE LA UNION

Artículo 116. — Proposiciones para lo modificación de las Actas de la Unión por el Congreso. Procedimiento.

1 Las proposiciones se deben enviar a la Oficina Internacional con seis meses de anticipación a la apertura del Congreso.

2 La Oficina Internacional publicará las proposiciones y las distribuira entre las Administraciones Postales de los Países miembros, por lo menos cuatro meses antes de la fecha indicado para el comienzo de las sesiones.

3 Las proposiciones presentadas después del plazo indicado se tomaran en consideración si fueren apoyadas por dos Administraciones como minimo. Se exceptúan las de orden redaccional, que deberán ostentar en el encabezamiento la letra "R", y que pasaran directamente a la Comisión de Redacción.

Artículo 117 — Condiciones de aprobación de las proposiciones relativas al Reglamento General.

Para que tengan validez las proposiciones sometidas al Congreso y relativas al presente Reglamento General, deberán ser aprobadas por la mayoría de los Paises miembros representados en el Congreso. Los dos tercios de los Países miembros de la Unión deberán estar presentes en la votación.

Artículo 118. — Modificaciones o resoluciones de orden interno.

Las modificaciones o resoluciones de orden interno que adopten los Países miembros y que afecten al servicio internacional, tendran fuerza ejecutiva tres meses después de la fecha en que sean comunicadas por la Oficina Internacional.

CAPITULO VI

FINANZAS

Artículo 119. — Presupuesto de la Unión.

1 Cada Congreso debera fijar el importe máximo del presupuesto que regirá para cada año entre uno y otro Congreso, considerondo:

a) los gastos de la Unión;

b) los gastos correspondientes a la reunion del Congreso siguiente.

2 Tres meses antes del fin de cada año, la Oficina Internacional hara un presupuesto, en francos oro, por programas y actividades de la Union, que comprenda los gastos de la misma, y presentara tal presupuesto a los Paises miembros, para que, en lo posible, cubran por anticipado dichos gastos. Este presupuesto será autorizado por el Consejo Consultivo y Ejecutivo y regira desde el 1° de enero al 31 de diciembre del año siguiente.

Artículo 120. — Fijación de los gastos de la Unión.

1 Los gastos de la Unión no podran exceder de la cantidad que se apruebe para el presupuesto presentado por la Oficina Internacional de la Union, en la forma prevista por el artículo 119 de este Reglamento General, incluyéndose en dicha cantidad los aportes para la constitucion de un fondo para jubilacion del personal de la misma.

2 Los gastos ocasionados por el Centro de Traducción y por sus publicaciones serán sufragados por los Países miembros que utilicen sus servicios.

3 Los gastos que demande el sostenimiento de la Oficina de Transbordos estaran a cargo de los Países miembros que la utilicen, en proporcion al numero de sacas que envien por su mediación.

Artículo 121 — Distribución de los gastos.

1 A los efectos de la distribución de los gastos, los Países miembros seran clasificados en tres categorías, cada una de las cuales contribuye al pago en la proporcion siguiente:

1ª categoria	8 unidades
2ª categoría	4 unidades
3ª categoria	2 unidades

2 Pertenecen al 1er grupo: Argentina, Canadá, España, Estados Unidos de America, Estados Unidos del Brasil y Uruguay

Pertenecen al 2° grupo; Colombia, Costa Rica, Cuba, Chile, Estados Unidos Mexicanos, Panamá, Perú y República de Venezuela.

Pertenecen al 3er grupo: Bolivia, Ecuador, El Salvador, Guatemala, Haiti, Nicaragua, Paraguay, República Dominicana y República de Honduras.

3 En caso de nueva adhesion, el Gobierno de la República Oriental del Uruguay, de comun acuerdo con la Oficina Internacional y el Gobierno del País interesado, determinará el grupo en el cual debera ser este incluido, a los efectos del reparto de los gastos de la Union.

4 Los gastos de sostenimiento de la Oficina de Transbordos, incluidos los aportes destinados a la formacion de un fondo jubilatorio para el personal de la misma, se repartiran de acuerdo con lo dispuesto por el articulo 120, parrafo 3, de este Reglamento General.

Artículo 122. — Fiscalizacion y anticipos.

1 La Dirección Nacional de Correos de la República Oriental del Uruguay fiscalizará los gastos de la Oficina Internacional de la Unión y el Gobierno de dicho País le hara los anticipos que esta necesite.

2 Lo mismo hara la Direccion General de Correos y Telecomunicaciones de Panama con respecto a la Oficina de Transbordos.

Artículo 123. — Formulacion de cuentas.

1 La Oficina Internacional formulará anualmente la cuenta de los gastos de la Unión, que debera ser verificada por la Autoridad de Alta Inspección.

2 La cuenta de los gastos de la Oficina de Transbordos será formulada y enviada, trimestralmente por esta Oficina a las Administraciones usuarias.

Artículo 124. — Pago de los anticipos.

1 Las cantidades que no obstante lo dispuesto en el artículo 20 de la Constitucion y 119 de este Reglamento General, fueren abonadas con fondos de la Unión, o que fuere necesario adelantar por el Gobierno de la Republica Oriental del Uruguay y por la Administración postal de Panamá en concepto de anticipos, se abonaran por las Administraciones postales deudoras tan pronto como sea posible, y, a mas tardar, antes de seis meses a partir de la fecha en que el Pais interesado reciba la cuenta.

2 Despues de esa fecha, las cantidades adeudadas, devengarán interes a razón del 5 % al año, a contar del día de la expiración de dicho plazo.

CAPITULO VII

DISPOSICIONES FINALES

Artículo 125. — Intercambio de funcionarios.

1 Las Administraciones de los Países miembros, directamente o por intermedio de la Oficina Internacional, se pondrán de acuerdo para efectuar el intercambio o envío unilateral de funcionarios, con fines de asesoramiento, enseñanza y aprendizaje o para realizar estudios aplicables al perfeccionamiento de los servicios postales.

2 Una vez convenido el intercambio o envío unilateral de funcionarios, las Administraciones interesadas acordarán la forma en que deban sufragar los gastos correspondientes.

3 Las Administraciones otorgarán toda clase de facilidades a los funcionarios que acojan en cumplimiento del párrafo 1 que antecede.

4 Cuando el intercambio o envio unilateral de funcionarios se realice en forma directa, las Administraciones interesadas darán aviso de ello a la Oficina Internacional.

Artículo 126. — Colaboración con la Oficina Internacional de la Unión.

Las Administraciones de los Países miembros podrán enviar por el tiempo indispensable funcionarios técnicos para colaborar en la realización de trabajos especiales a la Oficina Internacional de la Unión, cuando esta lo requiera en casos notoriamente justificados.

Artículo 127. — Colaboración con organismos internacionales.

A fin de contribuir a una mayor coordinación en materia postal, la Unión colaborará, si fuere necesario mediante la firma de acuerdos, con los organismos internacionales que tengan intereses y actividades conexos; el acuerdo se hará efectivo luego del asentimiento de la mayoría simple de los Países miembros.

Artículo 128. — Unidad de acción en los Congresos Postales Universales y otras reuniones internacionales.

Los delegados de los Países miembros procurarán sostener unánime y firmemente los principios establecidos en la Unión Postal

de las Américas y España, en ocasión de la celebración de Congresos Postales Universales y de otras reuniones postales internacionales a fin de mantener una unidad de acción conjunta en todo momento.

Artículo 129. — Intercambio de observadores.

1 La Unión podra enviar observadores a los Congresos, Conferencias y Reuniones de la Unión Postal Universal, al Consejo Ejecutivo y al Consejo Consultivo de Estudios Postales.

2. Igualmente podrá enviar observadores a los Congresos de las Uniones postales restringidas que hubieran formulado oportuna invitación.

3 La Unión Postal Universal podrá enviar observadores a los Congresos, Conferencias y Reuniones de la Unión y a las reuniones del Consejo Consultivo y Ejecutivo.

4 Se admitirán observadores de las Uniones postales restringidas en los Congresos, Conferencias y Reuniones de la Unión, siempre que así lo resolviere el órgano interesado o la mayoría de los Países miembros.

Artículo 130. — Vigencia y duración del Reglamento General.

El presente Reglamento General entrará en vigor el primero de julio del año mil novecientos setenta y dos y permanecerá vigente hasta la puesta en ejecución de las Actas del próximo Congreso.

En fe de lo cual los Representantes Plenipotenciarios de los Gobiernos de los Países miembros han firmado el presente Reglamento en la ciudad de Santiago capital de la República de Chile, a los veintiséis días del mes de noviembre del año mil novecientos setenta y uno.

[The signatures appearing here in the original correspond to those on pages 3011–3015.]

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PROTOCOLO FINAL DEL REGLAMENTO GENERAL DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA

En el momento de firmar el Reglamento General concluido por el Decimo Congreso de la Union Postal de las Americas y España, los Representantes Plenipotenciarios que suscriben han convenido lo siguiente:

Por derogación del parrafo 1 del articulo 119 del Reglamento General, la fijacion de los importes máximos del presupuesto de la Union que regira para cada año entre uno y otro Congreso, entrará en vigor al mismo tiempo que las Actas del XI Congreso, sobre la base del estudio que realizará el Consejo Consultivo y Ejecutivo de acuerdo con la proposicion N° 5 de Canadá adoptada por el Congreso.

En fe de lo cual los Representantes Plenipotenciarios de los Gobiernos de los Paises miembros han firmado el presente Protocolo Final en la ciudad de Santiago, capital de la República de Chile, a los veintiseis días del mes de noviembre del año mil novecientos setenta y uno.

[The signatures appearing here in the original correspond to those on pages 3011–3015.]

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Protocolo Final del Convenio

CONVENIO DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA

Los abajo firmantes, Representantes Plenipotenciarios de los Gobiernos de los Países miembros de la Unión, visto el artículo 21, párrafo 3, de la Constitución de la Unión Postal de las Américas y España, han establecido, de comun acuerdo, en el presente Convenio, las reglas esenciales comunes aplicables al servicio postal internacional en el ambito de la Unión y las disposiciones relativas a los servicios de correspondencia.

TITULO I

DISPOSICIONES DE ORDEN GENERAL

CAPITULO I

REGLAS RELATIVAS A LOS SERVICIOS POSTALES INTERNACIONALES

Artículo 1 — Libertad de tránsito.

La libertad de transito enunciada en el articulo 1 de la Constitución, entraña para cada País la obligación de cursar los envíos de los demás Países miembros por las vias y conductos mas rápidos utilizables para sus propios envios, con los alcances y limitaciones establecidos en el Convenio de la Unión Postal Universal.

Artículo 2. — Inobservancia de la libertad de tránsito.

Cuando un Pais miembro no observe las disposiciones del artículo 1, concerniente a la libertad de tránsito, las Administraciones de los demas Países miembros estarán en el derecho de suprimir el servicio postal con ese País; en todo caso, deberán dar previamente aviso por telegrama a las Administraciones interesadas y poner el hecho en conocimiento de la Oficina Internacional de la Unión, para que ésta actue como intermediaria a los efectos de regularizar la situación.

Artículo 3. — Transbordos en Panamá.

1 Todos los despachos cerrados de los Países miembros que deban ser transbordados en el Istmo de Panamá seran manejados por la Oficina de Transbordos, utilizando las vías más rápidas disponibles conforme a las normas de la Unión Postal Universal, con

excepción de los despachos provenientes de las Administraciones que tengan servicios propios, de acuerdo con convenios bilaterales firmados con la República de Panamá.

2. La Oficina de Transbordos proporcionará a las Administraciones postales usuarias, directamente y por vía aérea, información actualizada de las vías de encaminamiento, con indicación de los medios con que cuenta para realizar el reencaminamiento de los despachos cerrados que le son confiados, para tal objeto, por dichas Administraciones.

Artículo 4. — Tasas y derechos.

Las tasas y derechos previstos en el Convenio y en los Acuerdos de la Unión, serán los únicos que podrán percibirse en el ámbito de la misma por los diferentes servicios postales internacionales.

Artículo 5. — Atribución de las tasas.

Salvo los casos expresamente previstos por el Convenio y los Acuerdos, cada Administración guardará para sí por entero las tasas que hubiere percibido.

Artículo 6. — Remuneración por los gastos internos ocasionados por el correo internacional de llegada.

La Administración postal que reciba de otra Administración miembro de la Unión, en sus canjes por la vía de superficie una cantidad mayor de envíos de correspondencia que la que expida con destino a ella, tendrá derecho a percibir de esa Administración, a título de compensación, la remuneración que señala el Convenio de la Unión Postal Universal, bajo las condiciones que en él se establecen.

Artículo 7. — Formularios.

Será obligatorio el uso de los distintos formularios establecidos en las Actas de la Unión, y en los demás casos, los que rigen en el orden de la Unión Postal Universal, salvo que las Administraciones interesadas hayan celebrado acuerdos sobre el particular

Artículo 8. — Cooperación para el transporte de la correspondencia en tránsito.

Las Administraciones de los Países miembros estarán obligadas a prestarse, entre sí, previa solicitud, la cooperación que necesiten sus empleados o encargados de transportar la correspondencia en tránsito por tales Países.

Artículo 9. — Sellos postales.

Las Administraciones estaran obligadas a enviar a la Oficina Internacional tres ejemplares de todos los sellos postales que emitan, indicando los datos relacionados con la emision.

TITULO II

DISPOSICIONES RELATIVAS A LOS ENVIOS DE CORRESPONDENCIA

CAPITULO I

DISPOSICIONES GENERALES

Artículo 10. — Envíos de correspondencia.

Son envios de correspondencia:

a) las cartas;
b) tarjetas postales;
c) impresos;
d) cecogramas;
e) pequeños paquetes.

Artículo 11 — Obligatoriedad del servicio.

Es obligatoria la admision, transmision y recepcion de los envíos de correspondencia. Sin embargo, el intercambio de pequeños paquetes de peso superior a los 500 gramos quedara limitado a los Paises que convengan en realizarlo, ya sea en sus relaciones recíprocas o en una sola dirección.

Artículo 12. — Gratuidad de tránsito.

1 La gratuidad de tránsito territorial sera absoluta en el territorio de la Unión; en consecuencia los Paises miembros se obligaran a transportar a traves de sus territorios, sin cargo alguno para los Paises miembros, toda la correspondencia que éstos expidan con cualquier destino dentro de la Unión Postal de las Americas y España.

2 La gratuidad de transito marítimo sera absoluta, si el transporte se realiza en buques de bandera o matrícula de algún Pais miembro y los envios son originarios de y vayan destinados tambien a Paises miembros. Sin embargo, los Países miembros no

se limitaran al empleo exclusivo de buques pertenecientes a bandera o matrícula de otros Paises miembros cuando pueda asegurarse el transporte marítimo de manera mas rapida por buques de otras nacionalidades.

3 Cuando algun Pais miembro conceda a los buques, abanderados o matriculados en otro Pais miembro, "patente de privilegio postal", u otro analogo, que obligue al buque a transportar gratuitamente la correspondencia, la Administracion postal del Pais otorgante lo notificara sin demora a aquella otra en que el buque este abanderado o matriculado.

Artículo 13. — Tarifas.

1 En principio, las tasas postales aplicables a los envios de correspondencia del servicio interno de cada Pais, regiran en las relaciones entre los Paises miembros, excepto cuando sean superiores a las que apliquen a los envios de correspondencia destinados a los Paises de la Union Postal Universal, en cuyo caso regiran estas ultimas.

2 Sin embargo, las Administraciones podran aplicar a cualquier envio de correspondencia una tasa superior a la de su servicio interno, pero que no excedera de las tasas fijadas en el Convenio Postal Universal, cuando acuerdos especiales de transporte incluyan encaminamiento aereo para acelerar su transmisión.

3 Tambien regira la tarifa internacional cuando se trate de servicios que no existan en el regimen interno.

Artículo 14. — Correspondencia escolar.

1 Los envios de correspondencia intercambiados entre los alumnos de las escuelas, aun cuando tengan el caracter de correspondencia actual y personal seran admitidos con la tarifa de impresos, a condición de que usen como intermediarios a los directores de las escuelas interesadas.

2 Sin embargo, si existe reciprocidad, los envios de correspondencia, a excepción de los pequeños paquetes, que intercambien las direcciones de las escuelas o los alumnos de estas por intermedio de sus directores, podran gozar de una tarifa equivalente al 50 % de la ordinaria, cuando su peso no exceda de un kilogramo y reunan las restantes condiciones que correspondan a su clasificación postal.

3 Las lecciones que remitan las escuelas por correspondencia a sus alumnos y las pruebas escritas que estos remitan a su escuela seran admitidas tambien con la tasa de impreso.

4 Previo acuerdo entre las Administraciones interesadas, podrán acompañarse a los envíos con lecciones que remitan a sus alumnos, los elementos necesarios para el cumplimiento eficaz de los cursos en cantidad mínima indispensable para ese fin.

Artículo 15. — Franquicias.

En el ámbito de la Unión seran de aplicación las franquicias postales establecidas en las Actas de la Unión Postal Universal.

Artículo 16. — Peso y dimensiones.

Los límites de peso y las dimensiones de los envíos de correspondencia se ajustaran a lo preceptuado en el Convenio de la Unión Postal Universal, con excepción de los impresos cuyo peso máximo puede ser fijado en 10 kilogramos. Podrán aceptarse impresos de un peso mayor siempre que haya un acuerdo previo entre las Administraciones.

Artículo 17. — Devolución de los envíos no entregados.

Los envíos no entregados a los destinatarios por cualquier circunstancia y que deban ser devueltos a origen, quedarán exentos del pago de las tasas postales, y facultativamente, de los derechos de aduana.

Artículo 18. — Tasa de certificación.

Los envios a que se refiere el articulo 10 podran ser expedidos con el carácter de certificados, mediante el pago de una tasa igual a la establecida por la Unión Postal Universal.

Artículo 19. — Indemnizaciones.

1 En caso de responsabilidad de las Administraciones por la pérdida de un envío certificado, el remitente, o por delegación de éste, el destinatario, tendrá derecho a una indemnización igual a la establecida en el Convenio de la Unión Postal Universal, pudiendo no obstante reclamar una indemnizoción menor

2 Cuando una Administración establezca su propia responsabilidad en la pérdida de un envío certificado, debera dirigirse de inmediato a la Administración reclamante autorizando el correspondiente pago.

CAPITULO II

TRANSPORTE AEREO DE LOS ENVIOS POSTALES

Artículo 20. — Unidad de peso.

1 Para la aplicación de las tasas de franqueo del servicio aéreo, se fija como unidad de peso para la correspondencia aérea con sobretasa o tasa aerea combinada, la de cinco gramos o múltiplos de cinco gramos.

2 Sin embargo, los Países miembros que no tengan establecido el sistema metrico decimal podran adoptar su equivalencia conforme al sistema de pesos que tengan en vigor en su servicio postal interno.

Artículo 21 — Tratamiento preferente por eventualidades.

1 La correspondencia del servicio aereo internacional recibira tratamiento preferente en su curso en el Pais de destino, cuando por circunstancias eventuales o de fuerza mayor no pueda conducirse en dicho Pais en los aviones por los que normalmente debiera ser remitida.

2 Cuando por fuerza mayor los aviones no puedan aterrizar en el Pais de destino, los despachos de cualquier origen que conduzcan seran desembarcados en uno de los Países inmediatos que ofrezcan más garantias para su curso, por las vías más rápidas que este tenga disponibles.

Artículo 22. — Valijas diplomaticas. Cálculo de las remuneraciones.

1 Los Países miembros aceptaran de las embajadas y legaciones, valijas diplomaticas para ser cursadas por la via de superficie, siempre que para ello se pague la tasa correspondiente.

2 A los efectos del cálculo de las sobretasas y de las remuneraciones del transporte por vía aerea, las valijas diplomáticas se consideraran como correspondencia de la clase AO.

TITULO III

DISPOSICIONES FINALES

CAPITULO UNICO

Artículo 23. — Condiciones de aprobación de las disposiciones relativas al Convenio y a su Reglamento de Ejecución.

1 Para ser aprobadas las proposiciones sometidas al Congre-

so y relativas al presente Convenio y a su Reglamento, será necesario el voto afirmativo de la mayoria de los Países miembros, presentes y votantes. La mitad de los Países miembros de la Unión representados en el Congreso, deberan estar presentes en la votación.

2 Para su modificacion en el intervalo de los Congresos es de aplicacion el procedimiento establecido en el Reglamento General de la Unión Postal Universal. Para que las disposiciones tengan fuerza ejecutiva deberan obtener·

a) Unanimidad de votos si se tratare de modificaciones de los articulos 1, 2, 3, 4, 5, 10, 11, 12, 13, 15, 16, 18, 19, 23 y 24 del Convenio y de todos los articulos de su Protocolo final;

b) dos tercios de los votos emitidos si se trata de la modificacion de fondo de disposiciones del Convenio y de su Reglamento de Ejecucion, distintas de las mencionadas en el apartado a);

c) mayoria de los votos emitidos si se trata:

1° de modificaciones de orden redaccional de las disposiciones del Convenio y de su Reglamento, distintas de las mencionadas en el apartado a);

2° de interpretacion de las disposiciones del Convenio, del Protocolo final y de su Reglamento, salvo el caso de disentimiento que haya de someterse al arbitraje previsto en el articulo 31 de la Constitución.

Artículo 24. — Vigencia y duracion del Convenio.

El presente Convenio entrara en vigor el primero de julio del año mil novecientos setenta y dos y permanecera vigente hasta la puesta en ejecucion de las Actas del próximo Congreso.

En fe de lo cual los Representantes Plenipotenciarios de los Gobiernos de los Paises miembros han firmado el presente Convenio en la ciudad de Santiago, capital de la República de Chile, a los veintiseis días del mes de noviembre del año mil novecientos setenta y uno.

[The signatures appearing here in the original correspond to those on pages 3011–3015.]

PROTOCOLO FINAL DEL CONVENIO

En el momento de firmar el Convenio concluido por el X Congreso de la Unión Postal de las Americas y España, los Representantes Plenipotenciarios que suscriben han convenido lo siguiente:

I

Argentina, Bolivia, Costa Rica, Cuba, Chile, Ecuador, El Salvador, España, Estados Unidos Mexicanos, Guatemala, Nicaragua, Panamá, Paraguay, Peru, Republica de Honduras, República de Venezuela y Uruguay hacen constar que de acuerdo con el principio general de reciprocidad, aplicaran las mismas medidas restrictivas o de excepción que establezcan otros Paises miembros, bien en este Protocolo final o en el momento de la ratificación formal de las Actas.

II

Estados Unidos del Brasil, Colombia y Republica Dominicana, hacen constar que, de acuerdo con el principio general de reciprocidad podran aplicar las mismas medidas restrictivas o de excepcion que establezcan otros Paises miembros, bien en este Protocolo final o en el momento de la ratificación formal de las Actas.

III

Ecuador no admitira la modificacion, cambio de direccion ni devolución de las siguientes categorias de envios de correspondencia: impresos y pequeños paquetes, por disponerlo así las Leyes del País.

IV

Estados Unidos de America formula una reserva al párrafo 2, relativo al tránsito marítimo, del articulo 12, "Gratuidad de transito", ya que no puede cumplir con las estipulacianes de este parrafo.

V

Estados Unidos de America formula una reserva al articulo 13, "Tarifas" ya que no puede cumplir con las estipulaciones contenidas en este articulo.

VI

Chile, Estados Unidos Mexicanos, Guatemala, Haití, Nicaragua, Paraguay y República de Honduras formulan una reserva en el sentido de dejarle a salvo a su Gobierno la facultad de aplicar o no, según lo considere conveniente, las tarifas del servicio interno a los Países que formulen reservas a la "Gratuidad de tránsito"

En fe de lo cual los Representantes Plenipotenciarios de los Gobiernos de los Países miembros han firmado el presente Protocolo final en la ciudad de Santiago, capital de la República de Chile, a los veintiséis días del mes de noviembre del año mil novecientos setenta y uno.

FIRMAS.

[1]

Las mismas que figuran en las páginas 62 a 66.

[1] Pages 3011–3015 herein.

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REGLAMENTO DE EJECUCION DEL CONVENIO DE LA UNION POSTAL DE LAS AMERICAS Y ESPAÑA

Los abajo firmantes, Representantes Plenipotenciarios de los Paises miembros, visto el articulo 21, parrafo 3, de la Constitucion de la Union Postal de las Americas y España, han adoptado de común acuerdo y en representacion de sus Administraciones, las siguientes reglas para asegurar la ejecucion del Convenio Postal de las Americas y España.

TITULO I

DISPOSICIONES GENERALES

CAPITULO I

ARREGLO DE CUENTAS

Artículo 101 — Compensacion de cuentas y liquidacion de saldos.

1 Sin perjuicio de las formas establecidas en la legislación postal universal, las Administraciones postales podran cancelar por vía de compensacion los saldos deudores y acreedores relativos a los distintos servicios, inclusive el de telecomunicaciones cuando este dependa directa o indirectamente de ellas. Si asi no fuere, para este último servicio debera requerirse la previa conformidad de la Administración postal interesada.

2 En la oportunidad de disponerse un pago en cualesquiera de las formas establecidas, las Administraciones quedan obligadas a dar aviso de la cancelacion que efectuan, suministrando la acreedora los informes relativos a la misma, debiendo esta última acusar recibo, y en el caso de compensacion de saldos, la debida conformidad, dentro del mas breve plazo posible.

3 Todas las cuentas formuladas entre las Administraciones podran ser compensadas anualmente por la Oficina Internacional de la Unión, debiendo los saldos deudores ser liquidados tan pronto como sea posible, dentro del plazo de tres meses de la fecha en que el Pais interesado reciba el balance.

CAPITULO II

DISPOSICIONES DIVERSAS

Artículo 102. — Tarifas internas y equivalencias.

1 Las Administraciones fijaran en francos oro las equivalencias de sus tarifas internas o de las establecidas para el regimen americoespañol. Fijaran asimismo el coeficiente de conversión del franco oro en la moneda de su Pais.

2 Las equivalencias o los cambios de las mismas sólo podrán entrar en vigor un día primero de mes. Esto se hara lo antes posible despues de los quince días de su notificación por la Oficina Internacional de la Union, a la cual deberán enviar las Administraciones sus comunicaciones respectivas.

Artículo 103. — Direcciones telegráficas.

1 Las direcciones telegraficas para las comunicaciones de las Administraciones entre sí, serán las señaladas en el Reglamento de Ejecución del Convenio de la Unión Postal Universal.

2 La dirección telegráfica de la Oficina Internacional de la Unión es: "UPAE" - MONTEVIDEO.

3 La dirección telegrafica de la Oficina de Transbordos es: "OTRANS" - PANAMA.

TITULO II

DISPOSICIONES RELATIVAS A LOS ENVIOS DE CORRESPONDENCIA

CAPITULO I

CONDICIONES DE ADMISION

Artículo 104. — Envíos sujetos a intervención aduanera.

1 Sera obligatorio adherir en el anverso de los envíos de correspondencia, que vayan cerrados y sujetos a control aduanero, una etiqueta verde preferentemente engomada, conforme al modelo C-1, establecido en la legislación postal universal.

2 Para los envios abiertos, excepto los pequeños paquetes, no será obligatorio el uso de la etiqueta C-1, sin que por ello queden exentos de la intervención de la aduana del País de destino.

3 Las Administraciones recomendarán a los remitentes que no omitan consignar el peso de los pequeños paquetes sobre la etiqueta verde C-1, a fin de que las Administraciones de destino que perciben una tasa de entrega por los que excedan de 500 gramos, puedan determinar fácilmente cuales son estos envíos.

4 Si el valor del contenido declarado por el expedidor excediere del monto establecido en el Reglamento de Ejecución del Convenio de la Unión Postal Universal o si el expedidor lo prefiriese, los envios con etiqueta verde irán, además, acompañados de declaraciones de aduana, fórmula C2/CP3, en la cantidad exigida por cada Administración. En este caso sólo se adherirá al envío la parte superior de la etiqueta C-1

Artículo 105. — Valijas diplomáticas.

1 Las valijas diplomáticas no podrán pesar más de 20 kilogramos, ni exceder de los siguientes límites de dimensiones: largo, ancho y alto, sumados, 140 centimetros, sin que la dimensión mayor exceda de 60 centímetros.

2 Las valijas diplomáticas estaran provistas de cerraduras, candados u otros medios de seguridad apropiados.

3 Estas valijas seran depositadas en la Oficina de correos, en carácter de certificadas.

4 Las valijas diplomaticas seran preferentemente de color verde oscuro, para facilitar su correcto y rapido manejo.

CAPITULO II

INTERCAMBIO DE CORRESPONDENCIA

Artículo 106. — Intercambio de despachos.

1 Las Administraciones de los Países miembros podrán expedirse recíprocamente, por mediación de una o varias de ellas, tanto despachos cerrados como correspondencia al descubierto, en las condiciones fijadas en la legislación postal universal.

2 Las etiquetas de las sacas ostentarán siempre la mención del número del despacho a que pertenezcan. Cuando éste se componga de varias sacas, se hara constar en la etiqueta de la saca que contenga la hoja de aviso, aun cuando ella sea negativa, la letra "F" en forma bien visible. Esa misma etiqueta deberá llevar el número del despacho y el total de las sacas que lo compongan.

Artículo 107. — Transmisión de las valijas diplomáticas.

1 Las valijas diplomáticas serán cursadas por las mismas vías que utilice la Administración expedidora para el envío de su correspondencia a la Administración de destino.

2 La oficina de cambio expedidora anotara en la columna "Observaciones" de la lista especial de certificadas las palabras "Valija Diplomática" y el número de éstas, si fueran varias.

3 Dicho envío será anunciado por medio de una nota consignada en la hoja de aviso del despacho que lo contenga.

Artículo 108. — Sacas vacías.

Las sacas utilizadas por las Administraciones para el envío de correspondencia se devolverán vacías, por las oficinas de cambio destinatarias, a la de origen en la forma prevista por la legislación postal universal. Sin embargo, las Administraciones podrán ponerse de acuerdo con el fin de utilizarlas para el envío de su propia correspondencia.

CAPITULO III

TRANSITO

Artículo 109. — Estadística de derechos de tránsito.

Los despachos que se intercambien con arreglo a las prescripciones del artículo 12 del Convenio no serán incluidos en operaciones de estadística, por Países intermediarios, excepto por medio de acuerdo entre los Países interesados. Las Administraciones de origen se ajustarán a las disposiciones de la legislación postal universal cuando los despachos esten dirigidos a Países extraños a la Unión, o aun cuando su destino sea un País miembro, si los despachos han de circular en tránsito por servicios terceros ajenos a la Unión.

Artículo 110. — Cuentas por gastos de tránsito.

1 Cuando las Administraciones intermediarias deban percibir de las de origen los gastos de tránsito de la correspondencia, formularán las cuentas respectivas sin rebasar en ningún caso los derechos que fija el Convenio de la Unión Postal Universal y con arreglo a las normas establecidas en su Reglamento de Ejecución.

2 En todos los casos deberá indicarse número y fecha de expedición de origen del despacho y vía de recepción.

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TITULO III

DISPOSICIONES FINALES

CAPITULO UNICO

Artículo 111 — Vigencia y duración del Reglamento.

El presente Reglamento entrará en vigor en la misma fecha del Convenio y tendra igual duración que este.

En fe de lo cual los Representantes Plenipotenciarios de los Gobiernos de los Países miembros han firmado el presente Reglamento en la ciudad de Santiago, capital de la República de Chile, a los veintiséis días del mes de noviembre del año mil novecientos setenta y uno.

FIRMAS

Las mismas que figuran en las páginas 62 a 66.[1]

[1] Pages 3011–3015 herein.

ACUERDO RELATIVO A ENCOMIENDAS POSTALES

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ACUERDO RELATIVO A ENCOMIENDAS POSTALES

Los abajo firmantes, Representantes Plenipotenciarios de los Gobiernos de los Paises miembros de la Unión Postal de las Américas y España, visto el articulo 21., parrafo 4, de su Constitución concluida en la ciudad de Santiago, capital de la República de Chile, el veintiseis de noviembre de mil novecientos setenta y uno, han estipulado de comun acuerdo y bajo reserva de las disposiciones del articulo 23, parrofo 3, de la Constitucion, el Acuerdo siguiente:

Artículo 1 — Objeto del Acuerdo.

Bajo la denominación de "encomiendas postales" o de las expresiones sinónimas "paquetes postales" o "bultos postales", los Paises contratantes intercambiaran esta clase de envíos, ya sea directamente o utilizando la mediacion de los servicios dependientes de uno o de varios de ellos.

Artículo 2. — Categorías.

1 Las encomiendas postales podran admitirse para la expedicion con el caracter de:

a) ordinarias, si no estan sujetas a ninguna de las formalidades especiales que se citan seguidamente;

b) con valor declarado, si comportan una declaracion de valor;

c) contra reembolso, si tuvieran este caracter;

d) de servicio, si corresponden al servicio postal y se intercambian en las condiciones previstas en el Acuerdo relativo a Encomiendas Postales de la Union Postal Universal,

e) especiales, que son las que pueden aceptar las Administraciones con destino a Países donde hubieran ocurrido siniestros de cualquier naturaleza, siempre que dichas encomiendas esten dirigidas a la Cruz Roja nacional o a las Comisiones de Auxilio que se establezcan a esos fines en los Paises afectados;

f) de prisioneros de guerra e internados, que se aceptan de conformidad con lo dispuesto en el Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

2 La admision de encomiendas contra reembolso o con declaración de valor, quedara limitada a las Administraciones que convengan en realizar este servicio.

Artículo 3. — Modalidades de curso y entrega.

1 Atendiendo al modo de curso o de entrega, las encomiendas podrán ser:

a) por avión, si se admiten al transporte aereo entre dos Países;

b) urgentes, cuando deban transportarse por los medios rápidos utilizados para la correspondencia;

c) expreso, si a la llegada a la oficina de destino deben entregarse a domicilio por un repartidor especial, o si éste ha de pasar el oportuno aviso, si no se efectúa la entrega a domicilio.

2 El cambio de encomiendas por avión, urgentes y expreso exigira el acuerdo previo de las Administraciones de origen y destino.

Artículo 4. — Prohibiciones.

No se admitirán para la expedición encomiendas postales que contengan objetos cuyo transporte este prohibido por el Acuerdo relativo a Encomiendas Postales de la Union Postal Universal.

Artículo 5. — Peso y dimensiones.

El máximo de peso y las dimensiones de las encomiendas serán los fijados en el Acuerdo pertinente de la Unión Postal Universal. Sin embargo, las Administraciones de los Países miembros podrán admitir, previa la conformidad de los Paises interesados, encomiendas con otros límites de peso y dimensiones.

Artículo 6. — Tasas y derechos.

1 La tasa principal que los remitentes de las encomiendas deben abonar en el acto del depósito estará integrada por la suma de las cuotas-parte territoriales de salida y de llegada, la cuota-parte territorial de tránsito y la cuota-parte marítima, si procediera, que establece el Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

2. Tambien las Administraciones postales estarán autorizadas a cobrar de los remitentes o destinatarios, segun el caso, las tasas suplementarias y derechos establecidos en el Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

3 Las Administraciones tendrán opción para fijar las cuotas-parte territoriales de salida y de llegada, asi como las cuotas-

parte territoriales de transito, sobre la base de una tasa promedio por kilogramo aplicable al peso neto total de cada despacho.

4 Las Administraciones de origen y de destino tendrán la facultad:

a) de reducir o aumentar simultaneamente las cuotas-parte territoriales de salida y de llegada. El aumento para las fracciones de peso hasta 10 kilogramos no podrá exceder de la mitad de la cuota-parte territorial de salida y de llegada; en cambio, la reduccion podrá ser fijada libremente;

b) de aplicar una cuota-parte excepcional de salida y de llegada igual a la establecida en el Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

5. Las Administraciones que en el régimen universal gocen de autorizaciones especiales para elevar las cuotas-parte territoriales de salida, de llegada y de transito, podrán asimismo hacer uso de dichas autorizaciones en el regimen américoespañol, sin que en ningun caso puedan aplicar tasas más elevadas que las establecidas para el regimen de la Union Postal Universal.

6 La Administracion de origen acreditará a cada una de las Administraciones que tomen parte en el transporte, incluso a la de destino, las cuotas-parte que correspondan de acuerdo con las disposiciones de los párrafos precedentes.

7 Las Administraciones se comunicaran, por intermedio de la Oficina Internacional, las cuotas-parte territoriales de salida, de llegada y de tránsito y las cuotas-parte marítimas fijadas en sus respectivos Países.

8 Las encomiendas por avión, además de las cuotas-parte territoriales establecidas por las Administraciones de origen y de destino, estarán sujetas al pago de las tasas, sobretasas o tasas combinadas correspondientes, las que serán proporcionales al peso y recorrido de la encomienda.

9 Por las encomiendas con declaración de valor o contra reembolso, podran percibirse los derechos previstos en los respectivos Acuerdos de la Unión Postal Universal vigentes. La tasa de seguro por las encomiendas con declaración de valor deberá ser una de las establecidas en el Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

Artículo 7 — Sobretasas aéreas.

1 Las Administraciones establecerán las sobretasas aereas,

para el encaminamiento de las encomiendas por la vía aérea, y su importe deberá, en principio, corresponder a los gastos que origine este transporte.

2 Para la aplicación de la sobretasa aérea las Administraciones podrán fijar escalones de peso inferiores a un kilogramo.

3 Las sobretasas aéreas deberán ser uniformes para todo el territorio del País de destino, sin importar cuál sea el encaminamiento utilizado.

Artículo 8. — Franquicia postal.

1 Las Administraciones convienen en aceptar para la expedición, libres de toda tasa postal:

a) encomiendas de servicio;

b) encomiendas especiales;

c) encomiendas para los prisioneros de guerra o internados civiles.

2 La franquicia postal a que se refiere el párrafo 1, no alcanza a la sobretasa aérea de las encomiendas especiales y de las encomiendas para los prisioneros de guerra o internados. Sin embargo las encomiendas de servicio, con excepción de las que emanen de la Oficina Internacional, no darán lugar al pago de las sobretasas aéreas.

Artículo 9. — Anulación de saldos.

Cuando en las liquidaciones por el servicio de encomiendas entre dos Administraciones de la Unión el saldo anual no excediere del límite previsto en el correspondiente Acuerdo de la Unión Postal Universal, la Administración deudora quedará exenta del pago.

Artículo 10. — Tasas por trámites de aduana, entrega y almacenaje. Derechos.

1 Las Administraciones de destino podrán cobrar a los destinatarios de las encomiendas las tasas por trámites de aduana, entrega, almacenaje y otras que se estipulen en el respectivo Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

2 Las Administraciones de destino estarán autorizadas para

percibir de los destinatarios los derechos previstos en su legislación interna.

3 Podrán quedar exentas del pago de la tasa postal de entrega, cuando así lo acuerden las Administraciones interesadas, las encomiendas destinadas a los miembros de los Cuerpos Diplomático y Consular, salvo las dirigidas a estos últimos si contuvieran artículos sujetos al pago de derechos de aduana.

Artículo 11 — Prohibición de otras tasas.

Las encomiendas de que trata el presente Acuerdo, no podrán ser gravadas con otras tasas postales que no sean las establecidas en el Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

Artículo 12. — Responsabilidad.

1 Las Administraciones serán responsables por la pérdida, expoliación o avería de las encomiendas.

2 El remitente tendrá derecho por este concepto a una indemnización equivalente al importe real de la pérdida, expoliación o avería; los daños indirectos o los beneficios no realizados no se tomarán en consideración. Sin embargo, esta indemnización no podrá exceder en ningún caso:

a) para las encomiendas con declaración de valor, del importe en francos oro del valor declarado;

b) para las demás encomiendas, de los importes fijados en el Acuerdo correspondiente de la Unión Postal Universal.

3 La indemnización se calculará segun el precio corriente de la mercancía de la misma clase, en el lugar y en la época en que la encomienda fuere aceptada para su transporte.

4 Por las encomiendas aseguradas con declaración de valor o contra reembolso, intercambiadas entre aquellas Administraciones que convengan en realizar estos servicios, la indemnización no podrá exceder del monto de la declaración de valor o del reembolso.

5 En caso de fuerza mayor serán de aplicación las disposiciones del Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

Artículo 13. — Excepciones al principio de responsabilidad.

1 Las Administraciones postales estarán exentas de toda responsabilidad, en los mismos casos previstos en el Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

2 Asimismo, no asumirán ninguna responsabilidad respecto de las falsas declaraciones de aduana, cualquiera que sea la forma en que estén hechas, ni por las decisiones de los servicios aduaneros adoptadas al efectuarse la verificación de las encomiendas sometidas a su control.

Artículo 14. — Encomiendas no entregadas - Devolución.

Para estos casos se aplicará a las encomiendas la reglamentación establecida en el respectivo Acuerdo de la Unión Postal Universal.

Artículo 15. — Encomiendas con doble consignación.

Los remitentes podrán depositar encomiendas dirigidas a bancos u otras entidades, para entregar a segundo destinatario; pero la entrega a este último se efectuará con la previa autorización del primer destinatario. No obstante, se dará aviso al segundo destinatario de la llegada de tales encomiendas, pudiéndose percibir de este los derechos fijados en el artículo 10.

Artículo 16. — Condiciones de aprobación de las proposiciones relativas al presente Acuerdo y a su Reglamento de Ejecución.

1 Para ser aprobadas las proposiciones sometidas al Congreso y relativas al presente Acuerdo y a su Reglamento de Ejecución será necesario el voto afirmativo de la mayoría de los Países miembros, presentes y votantes, adheridos al Acuerdo. La mitad de esos Países miembros representados en el Congreso deberán estar presentes en la votación.

2 Para su modificación en el intervalo de los Congresos será de aplicación el procedimiento establecido en el Reglamento General de la Unión Postal Universal. Para que las disposiciones tengan fuerza ejecutiva deberán obtener:

a) unanimidad de votos si se tratare de introducir nuevas disposiciones o de modificar el presente artículo o los señalados con los números 1, 2, 5, 6, 10, 11, 12, 13, 14, 16 y 18 de este Acuerdo y todos los de su Protocolo final;

b) dos tercios de sufragios para modificar las demás disposiciones.

Artículo 17 — Asuntos no previstos.

1 Todos los asuntos no previstos por este Acuerdo seran regidos por las disposiciones del Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal, su Reglamento de Ejecucion y en su defecto por la legislacion interior del País en donde se hallare la encomienda en causa. Siempre que en este Acuerdo se haga referencia a disposiciones del Acuerdo relativo a Encomiendas Postales de la Union Postal Universal, los Países miembros no signatarios de este ultimo tendrán la opción de aplicar sus disposiciones o alternativamente las de su propia legislacion interior

2 Sin embargo, las Administraciones de los Países miembros podran fijar otros detalles para la practica del servicio, previo acuerdo.

3 Se reconoce el derecho de que gozan las Administraciones de los Países miembros para mantener vigente el procedimiento reglamentario adoptado en orden al cumplimiento de convenios que tengan entre sí, siempre aue dicho procedimiento no se oponga a las disposiciones contenidas en este Acuerdo.

Artículo 18. — Vigencia y duracion del Acuerdo.

1 El presente Acuerdo empezara a regir el día primero de julio del año mil novecientos setenta y dos y quedara en vigencia sin limitación de tiempo, reservandose cada uno de los Países miembros el derecho de denunciarlo, mediante aviso dado por su Gobierno al de la República Oriental del Uruguay, el cual lo hará saber a los demas Paises miembros.

2 El Acuerdo dejara de regir con respecto al Pais miembro que lo haya denunciado, al vencer el plazo de un año a contar del día de la recepcion de la notificacion por el Gobierno de la República Oriental del Uruguay

3 En fe de lo cual los Representantes Plenipotenciarios de los Gobiernos de los Paises miembros han firmado el presente Acuerdo en la ciudad de Santiago, capital de la República de Chile, a los veintiseis días del mes de noviembre del año mil novecientos setenta y uno.

[The signatures appearing here in the original correspond to those on pages 3011–3015.]

PROTOCOLO FINAL DEL ACUERDO RELATIVO A ENCOMIENDAS POSTALES

En el momento de firmar el Acuerdo relativo a Encomiendas Postales concluido por el X Congreso de la Unión Postal de las Americas y España, los Representantes Plenipotenciarios que suscriben han convenido lo siguiente:

I

Canadá formula una reserva al articulo 6 del Acuerdo, "Tasas y derechos", ya que no puede cumplir con sus disposiciones y aplicara las mismas cuotas-parte territoriales de salida y de llegada, asi como las cuotas-parte marítimas de transito que tiene establecidas en sus relaciones con los demas Paises.

II

Estados Unidos de America formula una reserva al artículo 6 "Tasas y derechos", ya que no puede cumplir con todas sus estipulaciones y aplicara en cambio cuotas-parte de tránsito y cuotas-parte de entrada y de salida que no excederan de las establecidas en sus relaciones con otros Países.

III

Canada formula una reserva al articulo 8, parrafo 1, inciso b), ya que no puede cumplir con sus disposiciones, debido a la política interna sobre el tema envíos con franquicia postal.

IV

Canada, Ecuador y Estados Unidos de América formulan una reserva al articulo 12, "Responsabilidad", en el sentido de que no pagarán indemnización alguna por la pérdida, expoliación o avería de encomiendas ordinarias destinadas a, o recibidas de los Países miembros de la Unión.

V

Bolivia, El Salvador, Guatemala, Nicaragua, República de Ve-

nezuela y Uruguay formulan una reserva al articulo 12 "Responsabilidad", en el sentido de que no pagaran indemnización alguna por la pérdida, expoliación o avería de encomiendas ordinarias destinadas a, o recibidas de los Estados Unidos de América y de Canada.

VI

Bolivia, Nicaragua y Uruguay formulan una reserva al artículo 14 "Encomiendas no entregadas - Devolucion", en el sentido de que no devolveran aquellas encomiendas y paquetes postales que contengan comestibles y material de propaganda ya que su devolución va en contra de su economía.

VII

Bolivia y El Salvador formulan una reserva al articulo 14 "Encomiendas no entregadas - Devolucion", en el sentido de que no devolveran las encomiendas, una vez que el destinatario haya solicitado el registro de las mismas a la Aduana de encomiendas postales, para la cancelacion de los derechos arancelarios a que hubiesen dado lugar, por disponerlo asi las Leyes de Aduana de Bolivia y El Salvador

VIII

Ecuador formula reserva al articulo 14 "Encomiendas no entregadas - Devolucion", en el sentido de que no devolvera las encomiendas toda vez que hayan ingresado a la Aduana para la cancelación de los derechos arancelarios respectivos, por disponerlo así las Leyes pertinentes del Pais.

IX

Argentina, Bolivia, Chile, España, Mexico, Nicaragua, Peru, Paraguay, Republica de Honduras, Republica de Venezuela y Uruguay hacen constar que, de acuerdo con el principio general de reciprocidad, aplicaran las mismas medidas restrictivas o de excepción que establezcan otros Paises miembros, bien en este Protocolo final o en el momento de la ratificacion formal de las Actas.

X

Colombia y Estados Unidos del Brasil hacen constar que, de acuerdo con el principio general de reciprocidad, podran aplicar las mismas medidas restrictivas o de excepcion que establezcan otros Paises miembros, bien en este Protocolo final o en el momento de la ratificacion formal de las Actas.

En fe de lo cual los Representantes Plenipotenciarios de los Gobiernos de los Países miembros han firmado el presente Protocolo final en la ciudad de Santiago, capital de la República de Chile, a los veintiseis días del mes de noviembre del año mil novecientos setenta y uno.

FIRMAS

Las mismas que figuran en las páginas 142 a 146.[1]

[1] Pages 3011–3015 herein.

REGLAMENTO DE EJECUCION DEL ACUERDO RELATIVO A ENCOMIENDAS POSTALES

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REGLAMENTO DE EJECUCION DEL ACUERDO RELATIVO A ENCOMIENDAS POSTALES

Los abajo firmantes, Representantes Plenipotenciarios de los Paises miembros, visto el articulo 21, parrafo 4, de la Constitución de la Unión Postal de las Americas y España, han adoptado de comun acuerdo y en representacion de sus Administraciones, las siguientes reglas para asegurar la ejecución del Acuerdo relativo a Encomiendas Postales.

Artículo 101 — Curso - Transmisión.

1 Cada Administracion estara obligada a cursar, por las vias y medios que utilice para sus propias encomiendas, los despachos de encomiendas y las encomiendas al descubierto que le sean remitidos por otra Administracion para ser expedidos en transito por el territorio de aquella.

2 Las vias de curso seran convenidas por las Administraciones interesadas e incluidas en el cuadro CP 1 (Union Postal Universal).

3 La transmision de encomiendas entre Paises limítrofes se efectuara en las condiciones que establezcan de comun acuerdo las Administraciones interesadas.

4 El intercambio de encomiendas entre Paises no limítrofes se realizara en despachos cerrados.

5 Las Administraciones se comunicaran, por medio de la Oficina Internacional de la Union, las oficinas de cambio habilitadas y la respectiva jurisdicción que abarcan.

Artículo 102. — Boletines de expedición y declaraciones de aduana.

1 Por cada encomienda se confeccionara un boletin de expedicion y el número de declaraciones de aduana requerido por el Pais de destino, iguales a los modelos CP 2 y C 2/CP 3 (Unión Postal Universal); las declaraciones de aduana se uniran solidamente al boletin de expedición.

2 Las formalidades que debera cumplir el remitente seran las establecidas en la legislacion postal universal.

3 Siempre que la Administracion de destino no se oponga, en un solo boletin de expedicion, con sus respectivas declaraciones de aduana, podran incluirse hasta tres encomiendas ordina-

rias depositadas simultaneamente en la misma oficina por el mismo remitente, encaminadas por la misma vía, sujetas a la misma tasa y consignadas al mismo destinatario. Esta disposicion no rige para las encomiendas con declaración de valor o contra reembolso.

4 Si la Administracion de destino lo admitiere, la de origen podra utilizar etiquetas colgantes que hagan las veces de boletin de expedición y de declaración de aduana, en cuyo caso dichas etiquetas tendrán la misma fuerza legal que los documentos que sustituyan.

Artículo 103. — Encomiendas con doble consignación.

Los remitentes de encomiendas, dirigidas a bancos u otras entidades, para entregar a segundos destinatarios, estaran obligados a consignar en las etiquetas, fajillas o envolturas de aquellas, el nombre y direccion exactos de las personas a quienes estuvieren destinadas.

Artículo 104. — Encomiendas con valor declarado.

1 En cuanto a su acondicionamiento, las encomiendas con valor declarado deberan ajustarse a las prescripciones que establece el Reglamento de Ejecución del Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal, y tales envíos, asi como sus boletines de expedicion, se singularizaran con la etiqueta modelo CP 7 (Unión Postal Universal) o eventualmente en el modelo CP 8 (Unión Postal Universal), caracterizado con las palabras "valor declarado"

2 El remitente debera hacer constar, con tinta o lapiz tinta, sobre la encomienda y el boletin de expedición, en caracteres latinos, en letras y cifras, sin raspaduras ni enmiendas, el importe de la declaración de valor, en moneda del País de origen. El importe de dicha declaración deberá convertirse en francos oro, subrayándose con lápiz de color

3 La Administracion de origen anotara sobre la dirección de la encomienda y en el boletín de expedicion, el peso exacto en gramos.

4 Las Administraciones extenderán gratuitamente al remitente un recibo donde consten los datos de depósito de la encomienda.

5 Cuando, en consecuencia de lo establecido en el articulo 13, párrafo 2, del Acuerdo, una Administración decomise una encomienda, comunicara el hecho a la Administración de origen

en el menor plazo posible, remitiendole los elementos probatorios.

Artículo 105. — Registro de encomiendas ordinarias.

1 Toda encomienda y su correspondiente boletín de expedición deberá llevar adherida la etiqueta modelo CP 8 (Unión Postal Universal), con indicación del número de orden del envío y el nombre de la oficina de origen.

2 Las Administraciones podran entregar al remitente un recibo con los datos del depósito.

3 La oficina de origen aplicara en el boletín de expedición el sello indicativo de la fecha de depósito y hará constar el peso de la encomienda en kilogramos y centenas de gramos.

Artículo 106. — Reexpedición.

Para la reexpedición de encomiendas regirán las disposiciones contenidas en el Reglamento de Ejecucion del Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal.

Artículo 107. — Devolución. - Cargos.

1 La oficina que devuelva una encomienda al remitente indicara sobre esta y en el boletín de expedición la causa de la no entrega.

2 Las tasas y derechos que deban ser satisfechos por el expedidor se consignaran en la columna respectiva de la hoja de ruta CP 11 (Unión Postal Universal). En su caso, debera acompañarse al boletín de expedicion respectivo la factura de tasas CP 25 (Union Postal Universal).

3 Cuando la oficina que devuelva una encomienda no consigne esas cantidades, la oficina que la reciba le acreditará de oficio, únicamente, la cuota parte territorial de salida y la cuota parte marítima, si correspondiere.

Artículo 108. — Formacion de despachos.

1 Las Administraciones expedidoras deberán anotar en una roja de ruta modelo CP 11 (Unión Postal Universal), cada encomienda, con todos los detalles que sirvan para individualizar perfectamente el envio, debiendo remitir dos ejemplares de la fórmula CP 11 a la oficina de destino del despacho. Sin embargo, las Administraciones podrán ponerse de acuerdo para registrar las encomiendas en dicha fórmula de la manera que más convenga a su respectivo servicio.

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2 Las Administraciones que decidan utilizar la tasa promedio por kilogramo, de acuerdo con las disposiciones del artículo 6, parrafo 3, del Acuerdo, indicaran en la lista de encomiendas el numero de estas, el peso neto total y el numero total de sacas que componen cada despacho.

3 Las oficinas de cambio expedidoras numeraran los despachos en forma correlativa anual para cada oficina de cambio destinataria. En el primer despacho de cada año constará el número del ultimo despacho del año anterior

4 Cuando se trate de encomiendas contenidas en despachos directos, las Administraciones podran ponerse de acuerdo para que los boletines de expedicion, declaraciones de aduana y demas documentos exigidos, acompañen a las encomiendas que contenga cada saca, y cuando el despacho se componga de varias sacas, todas ellas se cursaran por la misma expedición.

5 Las sacas se aseguraran con cierres que garanticen la integridad de su contenido, y llevaran una etiqueta de color amarillo ocre con la mención del numero del despacho, número de orden del envase, cantidad de encomiendas que contenga y peso bruto de la saca. Las etiquetas de las sacas que contengan encomiendas con valor declarado se singularizaran con la letra "V" en color rojo.

6 En la última saca de las que compongan el despacho se incluirán las hojas de ruta CP 11 (Unión Postal Universal). En la etiqueta correspondiente, ademas de las indicaciones señaladas en el párrafo precedente, se asentara la cantidad total de sacas que componen el despacho y se inscribira sobre ella la letra "F"

Artículo 109. — Despachos en tránsito.

La oficina de cambio expedidora remitira a cada una de las Administraciones intermediarias una hoja de ruta modelo CP 12 (Unión Postal Universal) con el detalle de las bonificaciones que les correspondan. Las Administraciones convendrán la forma de remisión de ese documento.

Artículo 110. — Recepcion y verificación de los despachos.

1 Las Administraciones adoptaran los arbitrios necesarios para que la recepción de los despachos sea inmediata a la llegada del medio de transporte que los haya conducido.

2 La oficina de cambio destinataria comprobara el estado de las sacas, sus cierres y peso consignado en la etiqueta, antes

de extender recibo por el despacho, haciendo constar en el parte de entrega las anormalidades observadas, que seran denunciadas a vuelta de correo a la oficina expedidora o a la intermediaria si asi procediese. Analogo procedimiento observaran las oficinas intermediarias, en su caso, que deberan, ademas, informar a la de destino.

3 Si en la verificacion de los documentos de servicio relativos a los despachos recibidos se comprobaren errores u omisiones, la oficina receptora llevara a cabo inmediatamente las rectificaciones necesarias, teniendo cuidado de tachar las indicaciones erróneas en forma que puedan reconocerse las anotaciones originales, y lo denunciara a origen por medio del boletín de verificación, modelo CP 13 (Union Postal Universal) que se remitirá por duplicado. Estas rectificaciones, a menos de error evidente, prevaleceran sobre las declaraciones primitivas.

4 Cuando se comprobare la falta de encomiendas, ademas del formulario CP 13 (Union Postal Universal), de que trata el parrafo anterior, se formalizara un acta documentando el hecho, que sera agregada a aquel y se remitira a la oficina de origen juntamente con el envase y su cierre completo (hilo, plomo y etiqueta).

5 Igual procedimiento se seguira cuando se reciban encomiendas expoliadas, levantándose ademas un acta de verificacion en formulario CP 14 (Union Postal Universal), que se remitirá conjuntamente con el boletin de verificación CP 13 (Unión Postal Universal) y los respectivos elementos de prueba.

6 Se aplicaran las disposiciones del parrafo 3, cuando se reciban encomiendas insuficientemente embaladas o averiadas, las que se reembalaran conservando, hasta donde sea posible, el embalaje, la dirección y etiqueta originales.

7 Si la averia fuera tal que hubiese permitido la sustracción del contenido, la oficina procedera a reembalar de oficio la encomienda, llenando las formalidades prescritas en el párrafo 5 y haciendo constar sobre el nuevo embalaje el peso que arrojo antes y despues de esa operacion. El mismo procedimiento se seguirá en caso de comprobarse una diferencia de peso que haga suponer la sustracción del contenido.

8 Si los interesados formularen reservas al recibir la encomienda, se levantara en su presencia un acta CP 14 (Unión Postal Universal) por duplicado, la cual sera firmada por aquéllos y por los agentes postales. Un ejemplar del acta se entregara al interesado y otro quedara en poder de la Administración.

9 Cualquier irregularidad que se comprobare en una encomienda con valor declarado dara motivo a la confección de un acta modelo CP 14 (Union Postal Universal) y a la subsiguiente remisión de los elementos de prueba (hilo, sello o plomo, etiqueta, embalaje y recipiente).

10 Si la oficina de cambio destinataria no comunicare a la expedidora, por el correo siguiente a la recepción de un despacho de encomiendas, las irregularidades o errores de cualquier naturaleza que comprobare en aquel, se dará por recibido de conformidad, salvo prueba en contrario.

11 La comprobación de irregularidades no dara lugar a la devolucion de la encomienda a origen, excepto cuando así proceda por contener articulos prohibidos.

12 Los boletines de verificacion, asi como las actas y elementos de prueba mencionados en el presente articulo, se transmitiran como envío certificado o como encomienda de servicio, utilizando la via mas rápida.

Artículo 111 — Devolución de sacas vacías.

1 Las sacas se devolveran vacias a la Administracion y, en su caso, a la oficina de cambio a que pertenezcan, por el primer correo. La devolución se hara sin gastos y, dentro de lo posible, por la vía más rápida. Las etiquetas también seran devueltas incluidas en las sacas, sólo si esto se solicita específicamente por adelantado.

2 Con las sacas vacias se formaran despachos independientes, debidamente singularizados, con numeración anual correlativa, detallándose en las hojas de ruta el número de cada envase devuelto o, en su defecto, la cantidad global de los mismos Cuando por su cantidad no se justifique la formación de despachos, las sacas podran incluirse dentro de las que contengan encomiendas.

3 Las Administraciones se hacen responsables de las sacas cuya devolucion no puedan probar, reembolsando, en este caso, el valor real del envase a la Administración interesada.

Artículo 112. — Plazo de conservación de los documentos.

1 Los documentos del servicio de encomiendas, incluso los boletines de expedición, deberan conservarse durante el plazo mínimo de 18 meses, a contar del día siguiente a la fecha de tales documentos.

2 Los documentos relativos a un litigio o reclamación se

conservaran hasta la liquidacion del asunto. Si la Administración reclamante, debidamente informada del resultado de la investigación, dejare pasar seis meses a partir de la fecha de la comunicación sin formular objeciones, el asunto se considerará terminado.

Artículo 113. — Cuentas.

1 La formacion y liquidación de las cuentas concernientes al intercambio de encomiendas postales se sujetarán a las prescripciones del Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal y su Reglamento de Ejecución.

2 El pago de las cuentas de encomiendas se hara con arreglo a lo establecido en el artículo 101 del Reglamento de Ejecución del Convenio.

3 Sin embargo, todas las cuentas formuladas entre las Administraciones podran ser compensadas anualmente por la Oficina Internacional de la Unión, debiendo los saldos deudores ser liquidados tan pronto como sea posible, dentro del plazo de tres meses a partir de la fecha en que el País interesado reciba el balance.

Artículo 114. — Asuntos no previstos.

En todo lo no previsto en este Reglamento se aplicarán las disposiciones del Reglamento de Ejecución del Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal o, en su defecto, la legislacion interior de cada País. Siempre que en este Reglamento se haga referencia a disposiciones del Reglamento de Ejecución del Acuerdo relativo a Encomiendas Postales de la Unión Postal Universal, los Paises miembros no signatarios de este último tendrán la opción de aplicar sus disposiciones o, alternativamente, las de su propia legislación interior

Artículo 115. — Vigencia y duración del Reglamento.

El presente Reglamento entrara en vigor en la misma fecha que el Acuerdo a que se refiere y tendra igual duración que éste.

En fe de lo cual los Representantes Plenipotenciarios de los Gobiernos de los Paises miembros han firmado el presente Reglamento en la ciudad de Santiago, capital de la República de Chile, a los veintiseis días del mes de noviembre del año mil novecientos setenta y uno.

FIRMAS

Las mismas que figuran en las paginas 142 a 146 [1]

[1] Pages 3011–3015 herein.

ACUERDO RELATIVO A GIROS POSTALES

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ACUERDO RELATIVO A GIROS POSTALES

Los abajo firmantes, Representantes Plenipotenciarios de los Gobiernos de los Paises miembros de la Union Postal de las Americas y España, visto el artículo 21, parrafo 4, de su Constitución concluida en la ciudad de Santiago, capital de la República de Chile el veintiseis de noviembre de mil novecientos setenta y uno, han estipulado de común acuerdo y bajo reserva de las disposiciones del artículo 23, párrafo 3, de la Constitución, el Acuerdo siguiente:

Artículo 1 — Objeto del Acuerdo.

El cambio de giros postales entre los Paises contratantes, cuyas Administraciones convengan en realizar este servicio, se regira por las disposiciones del presente Acuerdo.

Artículo 2. — Moneda.

El importe de los giros se expresara en la moneda del Pais de destino. Sin embargo, las Administraciones quedan facultadas para adoptar de comun acuerdo otra moneda, cuando asi convenga a sus intereses.

Artículo 3. — Condiciones para el cambio de los giros.

1 El cambio de giros postales entre los Paises contratantes se llevara a cabo por medio de listas conforme al modelo GP 1 anexo, que se encaminaran a su destino, preferentemente por la via aerea, por cuenta de la Administracion expedidora.

2 En identicas condiciones a las señaladas en el parrafo 1 de este articulo, expediran toda su correspondencia las oficinas centrales para el cambio de giros a que se refiere el mismo parrafo.

3 Cada Administracion designara las oficinas de su País que hayan de encargarse de formular dichas listas y enviarlas a aquellas otras oficinas que, para los mismos fines, designen las demas Administraciones.

4 Asimismo, las Administraciones podran acordar la realizacion del servicio por el sistema de "tarjeta", esto es, de remisión de títulos.

5 En los casos de fuerza mayor que imposibiliten el intercambio directo de giros, el País expedidor, aún sin que medie petición del remitente o del destinatario, podra dirigirlos, previo acuerdo entre las Administraciones interesadas y sujetos a las reglas precedentes, a otro País distinto para que éste, a su vez, los reexpida a su destino por la via que haga factible su entrega.

Artículo 4. — Giros telegraficos.

Las disposiciones de este Acuerdo se haran extensivas al servicio de giros telegraficos entre aquellas Administraciones que convengan en prestarlo. A tal efecto, previo arreglo entre si, fijarán las condiciones reglamentarias del propio servicio.

Artículo 5. — Límites maximos de emision.

1 Las Administraciones de los Países contratantes que convengan en prestar este servicio se pondran de acuerdo para fijar el límite máximo de los giros que intercambien.

2 Sin embargo, los giros relativos al servicio de correos, emitidos con franquicia de tasa en aplicacion de las disposiciones del articulo 9, podran exceder del maximo fijado por cada Administracion.

Artículo 6. — Tasas.

1 El remitente de todo giro emitido conforme a las disposiciones del presente Acuerdo debera abonar la tasa que fije la Administración de origen segun su reglamentación y con la escala adoptada y promulgada para su servicio interno.

2 Cuando los giros se cursen por expreso, las Administraciones podrán percibir la tasa especial establecida que no excedera de la que rija para la correspondencia.

Artículo 7. — Endosos.

Las Administraciones de los Paises contratantes quedan autorizadas para permitir en su territorio y de acuerdo con su legislación interior el endoso de los giros de cualquier País.

Artículo 8. — Responsabilidad.

Las Administraciones seran responsables, ante los remitentes, de las cantidades que estos depositen para ser convertidas en giros

postales hasta el momento en que sean pagados a los destinatarios o endosatarios.

Artículo 9 — Franquicias de tasas.

Estaran exentos de toda tasa los giros relativos al servicio, intercambiados entre las Administraciones o entre las oficinas de correos dependientes de cada Administración, así como tambien los que remitan a la Oficina Internacional de Montevideo o a la de Transbordos de Panamá y viceversa.

Artículo 10. — Plazo de validez de los giros.

1 Salvo acuerdo en contrario, todo giro postal sera pagadero en el Pais de destino, dentro de los seis meses siguientes al de su emision.

2 El importe de los giros que no haya sido pagado dentro de dicho periodo, se acreditara a la Administracion de origen, a la cual se enviara al efecto una formula GP 4 con el detalle de tales giros, para que proceda de acuerdo con su reglamento.

Artículo 11 — Cambio de dirección y reintegro de giros.

1 Cuando el remitente desee corregir un error en la dirección del destinatario o solicitar la devolución del importe del giro, hara la gestion ante la Administración del Pais que lo haya emitido.

2 Por lo general un giro postal no sera reintegrado sin autorización de la Administracion del País pagador Dicha autorización se dara por medio de una comunicación independiente dirigida a la Administración de origen, y el monto total de los giros cuyo reintegro se autorice se acreditara en la proxima cuenta a formularse.

Artículo 12. — Aviso de pago.

1 El remitente de un giro podra obtener un aviso de pago mediante una tasa equivalente a la percibida por la Administración de origen en concepto de aviso de recibo de la correspondencia certificada. Esta tasa pertenecerá a la Administración de origen.

2 La Administracion de destino extenderá el aviso de pago en un impreso conforme al modelo GP 6 y lo remitira al propio interesado directamente o a la Administración emisora para su entrega a aquel si el cambio se hace por medio de listas.

3 Si las Administraciones se hubiesen puesto de acuerdo para realizar el servicio por el sistema de tarjeta, la formula GP 6 sera extendida por la Administración de origen, quien la remitirá a la de destino, a fin de recabar la firma del destinatario en el momento del pago del giro, devolviendola seguidamente al expedidor

Artículo 13. — Reexpedicion.

1 A petición del remitente o del destinatario de los giros, estos podran ser reexpedidos a otro País distinto, siempre que exista intercambio de giros con el nuevo País de destino. En este caso, la Administración reexpedidora no percibirá tasa alguna.

2 En caso de reexpedicion, el giro se considerara como si hubiese sido pagado por la Administracion reexpedidora, la cual lo incluira en la cuenta por tal concepto, añadiendo la palabra "Reexpedicion"

Artículo 14. — Legislación interior.

Los giros postales que se cambien entre dos Administraciones estaran sujetos, en lo que concierne a su emision y pago, a las disposiciones aplicables a los giros postales interiores, vigentes en las Administraciones de origen y destino.

Artículo 15. — Formación de las listas.

1 Cada Oficina de cambio comunicara a la de cambio corresponsal, en las fechas en que se deposite el giro, las cantidades recibidas en su Pais para ser pagadas en el otro, haciendo uso del modelo GP 1 anexo.

2 Todo giro postal anotado en las listas llevara un numero progresivo que se denominara "numero internacional", comenzando el primero de enero o el primero de julio de cada año, segun se convenga, con el numero 1 Cuando al termino del año o semestre, se varie la numeración, la primera lista debera llevar, ademas del numero de la serie, el ultimo numero internacional de la serie anterior

3 Las oficinas de cambio se acusaran recibo de cada lista por medio de la primera lista siguiente, enviada en la direccion opuesta.

4 Cualquier lista que faltare sera reclamada inmediatamente por la oficina de cambio que comprobare la falta. La oficina de cambio remitente, en tal caso, enviara lo antes posible a la reclamante un duplicado de la lista pedida, debidamente formalizado.

Artículo 16. — Comprobacion y rectificación de las listas.

1 Las listas seran revisadas cuidadosamente por la oficina de cambio destinataria y corregidas cuando contengan simples errores. De estas correcciones sera informada la oficina de cambio remitente al acusársele recibo de la lista en que se hubieran efectuado.

2 Cuando tales errores sean de importancia, la oficina de cambio destinataria solicitara aclaraciones a la remitente, que informará dentro del mas breve plazo. Entre tanto, se suspenderá la emision de los giros postales internos correspondientes a las libranzas cuya aclaración se hubiere solicitado. Estas cuestiones se tramitaran, de ser posible, utilizando la vía aerea.

Artículo 17 — Pago de los giros.

1 Al recibirse en una oficina de cambio una lista de giros con arreglo a lo dispuesto en el articulo 15, dicha oficina procedera a efectuar u ordenar el pago a los destinatarios en la moneda del País de destino de las cantidades que, en dicha moneda o en otra convenida, figuren en la lista, de conformidad con los reglamentos vigentes en cada País para el pago de los giros internacionales.

2 La Administración de destino procurará en todos los casos realizar sin demora el pago a los beneficiarios. Si transcurrido un mes de remitido el aviso al beneficiario no se hubiera efectuado el Pago, se comunicara el hecho a la Administración de origen para que lo ponga en conocimiento del remitente.

3 Los duplicados de giros postales se expedirán solamente por la Administración del País emisor, de conformidad con su legislación interna y previa comprobación de que el giro no ha sido ni pagado al destinatario ni reembolsado al expedidor

Artículo 18. — Rendición y liquidacion de cuentas.

1 Salvo acuerdo en contrario, al final de cada trimestre,

la Administración acreedora formulara la cuenta respectiva para la Administración corresponsal, en que conste:

a) los totales de las listas que contengan el detalle de los giros emitidos en ambos Paises durante el trimestre;

b) los totales de los giros que hubieren sido reintegrados a los remitentes;

c) los totales de los gircs que hubieren caducado durante el trimestre.

2 El haber de cada Administración se expresara en la moneda de su País.

3 El importe menor sera convertido a la moneda del Pais acreedor con arreglo al cambio medio del trimestre a que se refiera la cuenta.

4 Esta cuenta, extendida en doble ejemplar, se enviara por la Administración que la haya formulado, a la Administración correspondiente. S i el saldo resultare a favor de esta Administración, se pagará uniendo a la cuenta una letra a la vista o un cheque a favor de la Administracion postal acreedora. Si el saldo resultare a favor de la Administracion que haya formulado la cuenta, el pago se llevará a cabc por la Administracion deudora, en la forma indicada precedentemente, al devolverse aceptada la cuenta. Para la formación de esta cuenta trimestral se utilizaran los modelos GP 2, GP 3, GP 4 y GP 5, anexos al presente Acuerdo.

5 Tambien podran entenderse las Administraciones para no efectuar conversiones sino para realizar la liquidación unilateralmente, esto es, para abonar cada Administración a la otra el importe total de los giros pagados por su cuenta. En tal caso, cada Administración habra de formular una cuenta trimestral.

Artículo 19. — Supresion de cuentas por intercambio de giros.

1 Las Administraciones podran, previo acuerdo, suprimir la formación de las cuentas a que se refiere el articulo anterior En este caso, deberan comprometerse a enviar adjunto a cada lista de giros modelos GP 1, una letra a la vista o un cheque por el importe total de los mismos, aplicandose igual procedimiento cuando este indicado el uso de los modelos GP 3 y GP 4.

2 Los cheques, o las letras a la vista, salvo acuerdo en contrario, seran expedidos en la moneda del Pais acreedor

Artículo 20. — Anticipos a buena cuenta.

1 Cuando resultare que una Administración deba a la otra, por cuenta de giros postales, un saldo que exceda de 30.000 francos oro o la equivalencia aproximada de esta cantidad en su propia moneda, la Administración deudora deberá enviar a la acreedora a la mayor brevedad posible y como anticipo a buena cuenta una cantidad aproximada al saldo de la liquidación trimestral a que se refiere el artículo 18.

2 Si la cantidad adelantada fuese superior al saldo de la liquidación definitiva al periodo, la diferencia sera transferida al siguiente, quedando sobreentendido que, en caso de suspensión del servicio, el posible exceso sera reintegrado inmediatamente en la misma moneda recibida.

Artículo 21. — Intercambio por el sistema de tarjeta.

Las Administraciones que convinieran en practicar el intercambio por el sistema a que se refiere el parrafo 4 del articulo 3, lo harán sobre la base de las pertinentes disposiciones del Acuerdo de la Unión Postal Universal, con observancia de las peculiaridades del presente.

Artículo 22. — Suspensión del servicio.

1 Las Administraciones de los Paises contratantes podrán, cuando lo juzguen conveniente, suspender temporalmente la emisión de giros postales. Asimismo, quedan facultadas para adoptar todas aquellas disposiciones que estimen oportunas para salvaguardar sus intereses y evitar posibilidad de agio.

2 La Administración que adopte alguna de las medidas aludidas en el parrafo anterior, debera comunicarlo con toda urgencia a las Administraciones con las que intercambie giros postales.

Artículo 23. — Condiciones de aprobación de las proposiciones relativas al presente Acuerdo.

1 Para ser aprobadas las proposiciones sometidas al Congreso y relativas al presente Acuerdo, seró necesario el voto afir-

mativo de la mayoria de los Países miembros, presentes y votantes, adheridos al Acuerdo. La mitad de esos Paises miembros representados en el Congreso, deberan estar presentes en la votación.

2. Para su modificación en el intervalo de los Congresos será de aplicación el procedimiento establecido en el Reglamento General de la Unión Postal Universal. Para que las disposiciones tengan fuerza ejecutiva deberan obtener:

a) unanimidad de votos si se trata de introducir nuevas disposiciones o de modificar los articulos 1, 2, 5, 8, 9, 14, 18, 19, 20, 22, 23 y 24 del Acuerdo y los contenidos en su Protocolo final;

b) dos tercios de sufragios para modificar los demas articulos.

Artículo 24. — Vigencia y duración del Acuerdo.

1 El presente Acuerdo entrara en vigor el día primero del mes de julio del año mil novecientos setenta y dos, y permanecera vigente sin limitacion de tiempo, reservandose cada uno de los Paises miembros el derecho de denunciarlo, mediante aviso dado por su Gobierno al de la Republica Oriental del Uruguay, el cual lo hara saber a los demás Paises miembros.

2 El Acuerdo dejara de regir con respecto al Pais miembro que lo haya denunciado al vencer el plazo de un año a contar del día de la recepción de la notificación por el Gobierno de la República Oriental del Uruguay

3 En fe de lo cual, los Representantes Plenipotenciarios de los Gobiernos de los Paises miembros, han firmado el presente Acuerdo en la ciudad de Santiago, capital de la Republica de Chile, a los veintiseis días del mes de noviembre del año mil novecientos setenta y uno.

Por ARGENTINA

Señor Jesus LLORENTE

Señor Salvador Joaquin RIERA

Señor Aldo José GARGANTINI

Señor Julio Tomas ALVAREZ

Por COLOMBIA

Señor Nicolás Enrique DAVILA NOGUERA

Por COSTA RICA

Señor Carlos RODRIGUEZ JIMENEZ

Señora Vera BARBOZA B.

Por CHILE

Señor Hernan ZULETA ZEPEDA

Señor Miguel OLMEDO VALDEBENITO

Señor Luis CARVAJAL CRUZAT

Señor Juan Luis LANDREAU BALLO

Señor José FERNANDEZ BERRIOS

Señor Mario Andrés OSORIO GONZALEZ

Señor Raúl Dario GUICHARD ARNAO

Señor Héctor Hernán QUIROGA VALDIVIESO

Señor Guillermo CABRERA GUZMAN

Por ECUADOR

Gral. de División (R.) E. Antonio MORAL M.

Por EL SALVADOR

Senor A. Antonio ANDRADE

Por ESPAÑA

Senor José Manuel CERVERA DE GONGORA

Señor Aníbal MARTIN GARCIA

Senor Jaime ASCANDONI R.

Por ESTADOS UNIDOS DE AMERICA

Señor James W. HARGROVE

Señor Peter M. SUSSMAN

Por ESTADOS UNIDOS MEXICANOS

Señor José ALVA GUTIERREZ

Por GUATEMALA

Embajador Mario JUAREZ TOLEDO

Por HAITI

Embajador Gerard BOUCHETTE

Por NICARAGUA

Capitan (SEC) Néstor CHACON SARRIA

Por PANAMA

Embajador Lic. Roger DECEREGA S.

Por PERU

Doctor Hildebrando MERINO MACHUCA

Por Republico DOMINICANA

Embajador Franz E. BAEHR CABRAL

TIAS 7480

95-005 O 73 - 41

Por Republico de HONDURAS

Senor Ramon YNESTROZA MONCADA

Por Republico de VENEZUELA

Senor Alfredo AVILA SERRATI

Senor Antonio J. ROJAS

Por URUGUAY

Senor Miguel I. SALINAS

PROTOCOLO FINAL DEL ACUERDO RELATIVO A GIROS POSTALES

En el momento de firmar el Acuerdo relativo a Giros Postales concluido por el Décimo Congreso de la Unión Postal de las Americas y España, los Representantes Plenipotenciarios que suscriben han convenido lo siguiente:

Estados Unidos de America formula una reserva en el sentido de que no puede aceptar las estipulaciones de los siguientes artículos:

Articulo 5,	parrafo 2,	"Limites maximos de emisión"
Articulo 9,		"Franquicias de tasas"
Articulo 10,		"Plazo de validez de los giros"
Articulo 12,		"Aviso de pago"
Articulo 13,		"Reexpedicion"

En fe de lo cual los Representantes Plenipotenciarios de los Gobiernos de los Países miembros, han firmado el presente Protocolo final en la ciudad de Santiago, capital de la República de Chile, a los veintiséis días del mes de noviembre del año mil novecientos setenta y uno.

FORMULAS[1]

FIRMAS

Las mismas que figuran en las paginas 171 a 174.[2]

[1] Not printed herein.
[2] Pages 3081–3084 herein.

Having examined and considered the provisions of the Constitution of the Postal Union of the Americas and Spain and its General Regulations and Final Protocol, the Convention and its Final Protocol and Regulations of Execution, the Parcel Post Agreement and its Final Protocol and Regulations of Execution, and the Postal Money Order Agreement and its Final Protocol, signed at Santiago, Capital of the Republic of Chile, on the 26th day of November 1971, the same are by me, by virtue of the powers vested by law in the Postmaster General, hereby ratified and approved, by and with the advice and consent of the President of the United States of America.

IN WITNESS WHEREOF, I have caused the seal of the United States Postal Service to be hereto affixed on this 4th day of August 1972.

[SEAL] E. T. KLASSEN
Postmaster General

I hereby approve the aforementioned Constitution of the Postal Union of the Americas and Spain, its General Regulations and Final Protocol, the Convention, its Final Protocol and Regulations of Execution, the Parcel Post Agreement, its Final Protocol and Regulations of Execution, and the Postal Money Order Agreement and its Final Protocol, and in testimony thereof have caused the seal of the United States of America to be hereto affixed.

WASHINGTON,
October 31, 1972.

[SEAL] RICHARD NIXON

By the President
WILLIAM P ROGERS
Secretary of State
Washington

UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND

Naval Communications Facility on Diego Garcia

Agreement supplementing the agreement of December 30, 1966.
Effected by exchange of notes
Signed at London October 24, 1972;
Entered into force October 24, 1972.

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

Note No HKT 10/1

Foreign and Commonwealth Office,
London, 24 October 1972

Hon. Earl D Sohm,
etc etc etc
Embassy of the United States,
Grosvenor Square,
London, W.1.

Sir,

I have the honour to refer to the Agreement constituted by the Exchange of Notes dated 30 December 1966,[1] between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America concerning the availability of the British Indian Ocean Territory for defence purposes. Pursuant to paragraph 2 (b) of that Agreement, I now convey the approval in principle of the Government of the United Kingdom to the construction of a limited naval communications facility on Diego Garcia and propose an Agreement in the following terms.

(1) SCOPE OF THE FACILITY

(a) Subject to the following provisions of this Agreement, the Government of the United States shall have the right to construct, maintain and operate a limited naval communications facility on Diego Garcia. The facility shall consist of transmitting and receiving services, an anchorage, airfield, associated logistic support and supply and personnel accommodation. For this purpose immovable structures, installations and buildings may be constructed within the specific area shown in the plan annexed to this Note. The specific area may be altered from time to time as may be agreed by the appropriate administrative authorities of the two Governments.

(b) During the term of this Agreement the Government of the United States may conduct on Diego Garcia such functions as are necessary for the construction, maintenance, operation and security of the facility. For this purpose the Government of the United States shall have freedom of access to that part of Diego Garcia outside the specific area referred to in sub-paragraph (a), but may erect or construct immovable structures, installations and buildings outside the specific area only with the prior agreement of the appropriate administrative authorities of the Government of the United Kingdom.

[1] TIAS 6196, 18 UST 28.

(c) Delimitation of the specific area shall, subject to the provisions of the BIOT Agreement, in no way restrict the Government of the United Kingdom from constructing and operating their own defence facility within that area, provided that no technical interference to existing operations will result from such construction and operation.

(2) PURPOSE

The facility shall provide a link in United States defence communications and shall furnish improved communications support in the Indian Ocean for ships and state aircraft owned or operated by or on behalf of either Government.

(3) ACCESS TO DIEGO GARCIA

(a) Access to Diego Garcia shall in general be restricted to members of the Forces of the United Kingdom and of the United States, the Commissioner and public officers in the service of the British Indian Ocean Territory, representatives of the Governments of the United Kingdom and of the United States and, subject to normal immigration requirements, contractor personnel. The Government of the United Kingdom reserves the right, after consultation with the appropriate United States administrative authorities, to grant access to members of scientific parties wishing to carry out research on Diego Garcia and its environs, provided that such research does not unreasonably interfere with the activities of the facility. The Commanding Officer shall afford appropriate assistance to members of these parties to the extent feasible and on a reimbursable basis. Access shall not be granted to any other person without prior consultation between the appropriate administrative authorities of the two Governments.

(b) Ships and state aircraft owned or operated by or on behalf of either Government may freely use the anchorage and airfield.

(c) Pursuant to the provisions of the second sentence of paragraph (3) of the BIOT Agreement, ships and state aircraft owned or operated by or on behalf of a third government, and the personnel of such ships and aircraft, may use only such of the services provided by the facility, and on such terms, as may be agreed in any particular case by the two Governments.

(4) PROTECTION AND SECURITY

Responsibility for protection and security of the facility shall be vested in the Commanding Officer, who shall maintain a close liaison with the Commissioner. The two Governments shall consult if there is any threat to the facility.

(5) SHIPPING, NAVIGATION AND AVIATION FACILITIES

The Government of the United States shall have the right to install, operate and maintain on Diego Garcia such navigational and communications aids as may be necessary for the safe transit of ships and aircraft into and out of Diego Garcia.

(6) RADIO FREQUENCIES AND TELECOMMUNICATIONS

(a) Subject to the prior concurrence of the Government of the United Kingdom, the Government of the United States may use any radio frequencies, powers and band widths for radio services (including radar) on Diego Garcia which are necessary for the operation of the facility. All radio communications shall comply at all times with the provisions of the International Telecommunications Convention. [1]

(b) The Government of the United States may establish such land lines on Diego Garcia as may be necessary for the facility.

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[1] TIAS 6267, 18 UST 575.

(7) CONSERVATION

As far as possible the activities of the facility and its personnel shall not interfere with the flora and fauna of Diego Garcia. When their use is no longer required for the purposes of the facility, the two Governments shall consult about the condition of the three islets at the mouth of the lagoon with a view to restoring them to their original condition. However, neither Government shall be under any obligation to provide funds for such restoration.

(8) ANCHORAGE DUES AND AVIATION CHARGES

Collection of dues and charges for use of the anchorage and airfield at Diego Garcia which may be levied by the Commissioner shall be his responsibility. State aircraft and ships owned or operated by or on behalf of the Government of the United States shall be permitted to use the anchorage and airfield without the payment of any dues or charges.

(9) METEOROLOGY

The Government of the United States shall operate a meteorological facility on Diego Garcia and supply such available meteorological information as may be required by the Government of the United Kingdom and the Government of Mauritius to meet their national and international obligations.

(10) ROYAL NAVY ELEMENT

The Royal Navy element on Diego Garcia shall be under the command of a Royal Navy officer who shall be known as the Officer-in-Charge of the Royal Navy element. He shall be the Representative on Diego Garcia of the Commissioner.

(11) FINANCE

The Government of the United States shall wholly bear the cost of constructing, operating and maintaining the facility. The Government of the United Kingdom shall be responsible for the pay, allowances and any other monetary gratuities of Royal Navy personnel, for the cost of their messing, and for supplies or services which are peculiar to or provided for the exclusive use of the Royal Navy or its personnel and which would not normally be provided by the Government of the United States for the use of its own personnel.

(12) FISHERIES, OIL AND MINERAL RESOURCES

The Government of the United Kingdom will not permit commercial fishing in the lagoon or oil or mineral exploration or exploitation on Diego Garcia for the duration of this Agreement. Furthermore, the Government of the United Kingdom will not permit commercial fishing or oil or mineral exploration or exploitation in or under those areas of the waters, continental shelf and sea bed around Diego Garcia over which the United Kingdom has sovereignty or exercises sovereign rights, unless it is agreed that such activities would not harm or be inimical to the defence use of the island.

(13) HEALTH QUARANTINE AND SANITATION

The Commanding Officer and the Commissioner shall collaborate in the enforcement on Diego Garcia of necessary health, quarantine and sanitation provisions.

(14) NEWS BROADCAST STATION

The Government of the United States may establish and operate a closed circuit TV and a low power radio broadcast station to broadcast news, entertainment and educational programmes for personnel on Diego Garcia.

(15) PROPERTY

(a) Title to any movable property brought into Diego Garcia by or on behalf of the Government of the United States, or by a United States contractor, shall remain in the Government of the United States or the contractor, as the case may be. Such property of the Government of the United States, including official papers, shall be exempt from inspection, search and seizure. Such property of either the Government of the United States or of a United States contractor may be freely removed from Diego Garcia, but shall not be disposed of within the British Indian Ocean Territory or Seychelles unless an offer, consistent with the laws of the United States then in effect, has been made to sell the property to the Commissioner and he has not accepted such offer within a period of 120 days after it was made or such longer period as may be reasonable in the circumstances. Any such property not removed or disposed of within a reasonable time after termination of this Agreement shall become the property of the Commissioner.

(b) The Government of the United States shall not be responsible for restoring land or other immovable property to its original condition, nor for making any payment in lieu of restoration.

(16) AVAILABILITY OF FUNDS

To the extent that the carrying out of any activity or the implementation of any part of this Agreement depends upon funds to be appropriated by the Congress of the United States, it shall be subject to the availability of such funds.

(17) RESTRICTION OF RIGHTS

The Government of the United States shall not exercise any of the above rights or powers, or permit the exercise thereof, except for the purposes herein specified.

(18) SUPPLEMENTARY ARRANGEMENTS
Supplementary arrangements between the appropriate administrative authorities of the two Governments may be made from time to time as required for the carrying out of the purposes of this Agreement.

(19) DEFINITIONS AND INTERPRETATION

(a) For the purposes of this Agreement
"BIOT Agreement" means the Agreement referred to in the first paragraph of this Note
"Commanding Officer" means the United States Navy Officer in command of the facility;
"Commissioner" means the officer administering the Government of the British Indian Ocean Territory;
"Diego Garcia" means the atoll of Diego Garcia, the lagoon and the three islets at the mouth of the lagoon.

(b) The provisions of this Agreement shall supplement the BIOT Agreement and shall be construed in accordance with that Agreement. In the event of any conflict between the provisions of the BIOT Agreement and this Agreement the provisions of the BIOT Agreement shall prevail.

(20) DURATION AND TERMINATION

This Agreement shall continue in force for as long as the BIOT Agreement continues in force or until such time as no part of Diego Garcia is any longer required for the purposes of the facility, which ever occurs first.

2. If the Government of the United States of America also approves in principle the construction of the facility subject to the above terms, I have the honour to propose that this Note and the plan annexed to it, together with your reply to that effect, shall constitute an Agreement between the

two Governments which shall enter into force on the date of your reply and shall be known as the Diego Garcia Agreement 1972.

I have the honour to be
with high consideration
Sir
(For the Secretary of State

[1]

Anthony Kershaw

[1] Anthony Kershaw

ANNEX

TIAS 7481

Research Dept FCO August 1972

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

No. 22 October 24, 1972

Sir,

I have the honor to acknowledge receipt of your Note No. HKT 10/1 of October 24, 1972, which reads as follows:

"Sir:

I have the honour to refer to the Agreement constituted by the Exchange of Notes dated 30 December 1966, between the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the United States of America concerning the availability of the British Indian Ocean Territory for defence purposes. Pursuant to paragraph 2(b) of that Agreement, I now convey the approval in principle of the Government of the United Kingdom to the construction of a limited naval communications facility on Diego Garcia and propose an Agreement in the following terms:

(1) SCOPE OF THE FACILITY

(a) Subject to the following provisions of this Agreement, the Government of the

The Right Honorable
Sir Alec Douglas-Home, M. P.,
Secretary of State for
Foreign and Commonwealth Affairs,
London.

United States shall have the right to construct, maintain and operate a limited naval communications facility on Diego Garcia. The facility shall consist of transmitting and receiving services, an anchorage, airfield, associated logistic support and supply and personnel accommodation. For this purpose immovable structures, installations and buildings may be constructed within the specific area shown in the plan annexed to this Note. The specific area may be altered from time to time as may be agreed by the appropriate administrative authorities of the two Governments.

(b) During the term of this Agreement the Government of the United States may conduct on Diego Garcia such functions as are necessary for the construction, maintenance, operation and security of the facility. For this purpose the Government of the United States shall have freedom of access to that part of Diego Garcia outside the specific area referred to in subparagraph (a), but may erect or construct immovable structures, installations and buildings outside the specific area only with the prior agreement of the appropriate administrative authorities of the Government of the United Kingdom.

(c) Delimitation of the specific area shall, subject to the provisions of the BIOT Agreement, in no way restrict the Government of the United Kingdom from constructing and operating their own defence facility within that area, provided that no technical interference to existing operations will result from such construction and operation.

(2) PURPOSE

The facility shall provide a link in United States defence communications and shall furnish improved communications support in the Indian Ocean for ships and state aircraft owned or operated by or on behalf of either Government.

(3) ACCESS TO DIEGO GARCIA

(a) Access to Diego Garcia shall in general be restricted to members of the Forces of the United Kingdom and of the United States, the Commissioner and public officers in the service of the British Indian Ocean Territory, representatives of the Governments of the United Kingdom and of the United States and, subject to normal immigration requirements, contractor personnel. The Government of the United Kingdom reserves the right, after consultation with the appropriate United States

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administrative authorities, to grant access to members of scientific parties wishing to carry out research on Diego Garcia and its environs, provided that such research does not unreasonably interfere with the activities of the facility. The Commanding Officer shall afford appropriate assistance to members of these parties to the extent feasible and on a reimbursable basis. Access shall not be granted to any other person without prior consultation between the appropriate administrative authorities of the two Governments.

(b) Ships and state aircraft owned or operated by or on behalf of either Government may freely use the anchorage and airfield.

(c) Pursuant to the provisions of the second sentence of paragraph (3) of the BIOT Agreement, ships and state aircraft owned or operated by or on behalf of a third government, and the personnel of such ships and aircraft, may use only such of the services provided by the facility, and on such terms, as may be agreed in any particular case by the two Governments.

(4) PROTECTION AND SECURITY

Responsibility for protection and security of the facility shall be vested in the Commanding Officer, who shall maintain a close liaison with the Commissioner. The

two Governments shall consult if there is any threat to the facility.

(5) SHIPPING, NAVIGATION AND AVIATION FACILITIES

The Government of the United States shall have the right to install, operate and maintain on Diego Garcia such navigational and communications aids as may be necessary for the safe transit of ships and aircraft into and out of Diego Garcia.

(6) RADIO FREQUENCIES AND TELECOMMUNICATIONS

(a) Subject to the prior concurrence of the Government of the United Kingdom, the Government of the United States may use any radio frequencies, powers and band widths for radio services (including radar) on Diego Garcia which are necessary for the operation of the facility. All radio communications shall comply at all times with the provisions of the International Telecommunications Convention.

(b) The Government of the United States may establish such land lines on Diego Garcia as may be necessary for the facility.

(7) CONSERVATION

As far as possible the activities of the facility and its personnel shall not interfere with the flora and fauna of Diego Garcia. When their use is no longer required for the purposes of the facility, the two Governments

shall consult about the condition of the three islets at the mouth of the lagoon with a view to restoring them to their original condition. However, neither Government shall be under any obligation to provide funds for such restoration.

(8) ANCHORAGE DUES AND AVIATION CHARGES

Collection of dues and charges for use of the anchorage and airfield at Diego Garcia which may be levied by the Commissioner shall be his responsibility. State aircraft and ships owned or operated by or on behalf of the Government of the United States shall be permitted to use the anchorage and airfield without the payment of any dues or charges.

(9) METEOROLOGY

The Government of the United States shall operate a meteorological facility on Diego Garcia and supply such available meteorological information as may be required by the Government of the United Kingdom and the Government of Mauritius to meet their national and international obligations.

(10) ROYAL NAVY ELEMENT

The Royal Navy element on Diego Garcia shall be under the command of a Royal Navy officer who shall be known as the Officer-in-Charge of the Royal Navy element. He shall be the Representative on Diego Garcia of the Commissioner.

(11) FINANCE

The Government of the United States shall wholly bear the cost of constructing, operating and maintaining the facility. The Government of the United Kingdom shall be responsible for the pay, allowances and any other monetary gratuities of Royal Navy personnel, for the cost of their messing, and for supplies or services which are peculiar to or provided for the exclusive use of the Royal Navy or its personnel and which would not normally be provided by the Government of the United States for the use of its own personnel.

(12) FISHERIES, OIL AND MINERAL RESOURCES

The Government of the United Kingdom will not permit commercial fishing in the lagoon or oil or mineral exploration or exploitation on Diego Garcia for the duration of this Agreement. Furthermore, the Government of the United Kingdom will not permit commercial fishing or oil or mineral exploration or exploitation in or under those areas of the waters, continental shelf and seabed around Diego Garcia over which the United Kingdom has sovereignty or exercises sovereign rights, unless it is agreed that such activities would not harm or be inimical to the defence use of the island.

(13) HEALTH QUARANTINE AND SANITATION

The Commanding Officer and the Commissioner shall collaborate in the enforcement on Diego Garcia of necessary health, quarantine and sanitation provisions.

(14) NEWS BROADCAST STATION

The Government of the United States may establish and operate a closed circuit TV and a low power radio broadcast station to broadcast news, entertainment and educational programmes for personnel on Diego Garcia.

(15) PROPERTY

(a) Title to any movable property brought into Diego Garcia by or on behalf of the Government of the United States, or by a United States contractor, shall remain in the Government of the United States or the contractor, as the case may be. Such property of the Government of the United States, including official papers, shall be exempt from inspection, search and seizure. Such property of either the Government of the United States or of a United States contractor may be freely removed from Diego Garcia, but shall not be disposed of within the British Indian Ocean Territory or Seychelles unless an offer, consistent with the laws of the United States then in effect, has been made to sell the property to the Commissioner and he has not accepted such offer within a

period of 120 days after it was made or such longer period as may be reasonable in the circumstances. Any such property not removed or disposed of within a reasonable time after termination of this Agreement shall become the property of the Commissioner.

(b) The Government of the United States shall not be responsible for restoring land or other immovable property to its original condition, nor for making any payment in lieu of restoration.

(16) AVAILABILITY OF FUNDS

To the extent that the carrying out of any activity or the implementation of any part of this Agreement depends upon funds to be appropriated by the Congress of the United States, it shall be subject to the availability of such funds.

(17) RESTRICTION OF RIGHTS

The Government of the United States shall not exercise any of the above rights or powers, or permit the exercise thereof, except for the purposes herein specified.

(18) SUPPLEMENTARY ARRANGEMENTS

Supplementary arrangements between the appropriate administrative authorities of the two Governments may be made from time to time as required for the carrying out of the purposes of this Agreement.

(19) DEFINITIONS AND INTERPRETATION

(a) For the purpose of this Agreement

"BIOT Agreement" means the Agreement referred to in the first paragraph of this Note,

"Commanding Officer" means the United States Navy Officer in command of the facility;

"Commissioner" means the officer administering the Government of the British Indian Ocean Territory,

"Diego Garcia" means the atoll of Diego Garcia, the lagoon and the three islets at the mouth of the lagoon.

(b) The provisions of this Agreement shall supplement the BIOT Agreement and shall be construed in accordance with that Agreement. In the event of any conflict between the provisions of the BIOT Agreement and this Agreement the provisions of the BIOT Agreement shall prevail.

(20) DURATION AND TERMINATION

This Agreement shall continue in force for as long as the BIOT Agreement continues in force or until such time as no part of Diego Garcia is any longer required for the purposes of the facility, whichever occurs first.

2. If the Government of the United States of America also approves in principle the construction of the facility subject to the above terms, I have the honour to propose that this Note and the plan annexed

to it, together with your reply to that effect, shall constitute an Agreement between the two Governments which shall enter into force on the date of your reply and shall be known as the Diego Garcia Agreement, 1972.

I have the honour to be, etc."

I have the honor to inform you that the Government of the United States of America approves in principle the construction of the facility subject to the terms set out in your Note, and therefore agree that your Note, and the plan annexed to it, together with this reply, shall constitute an Agreement between the two Governments which shall enter into force on today's date and shall be known as the Diego Garcia Agreement 1972.

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

EARL D. SOHM

Charge d'Affaires ad interim

PANAMA

Prevention of Foot-and-Mouth Disease and Rinderpest

Agreement effected by exchange of notes
Signed at Panamá June 21 and October 5, 1972;
Entered into force October 5, 1972.
With cooperative agreement between the United States Department of Agriculture and the Panamanian Ministry of Agriculture and Livestock
Signed at La Palma, Province of Darien, May 26, 1972.

The Panamanian Minister of Foreign Relations to the Secretary of State

REPUBLICA DE PANAMA
MINISTERIO DE RELACIONES EXTERIORES
PANAMA 4, PANAMA

No. DOI-3025 JUNIO 21 de 1972

SEÑOR SECRETARIO:

De acuerdo con el Artículo No. 17 del ACUERDO COOPERATIVO ENTRE EL MINISTERIO DE AGRICULTURA Y GANADERÍA DE LA REPÚBLICA DE PANAMÁ Y EL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS DE AMÉRICA, firmado en La Palma, Provincia del Darién, República de Panamá, el 26 de mayo de 1972, por el Ministro de Agricultura y Ganadería de Panamá Su Excelencia Ing. Nilson A. Espino y Su Excelencia Señor Robert M. Sayre, Embajador de los Estados Unidos de América en Panamá, en representación del Secretario de Agricultura de los Estados Unidos de América, del cual le acompaño fotocopia, me permito proponer que esta nota y la nota respuesta de Vuestra Excelencia constituyan la ratificación de lo convenido en el citado acuerdo.

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

JUAN ANTONIO TACK

Juan Antonio Tack
Ministro de Relaciones Exteriores

A Su Excelencia
WILLIAM P. ROGERS
Secretario de Estado de los
Estados Unidos de America
Washington, D.C.

Translation

REPUBLIC OF PANAMA
MINISTRY OF FOREIGN RELATIONS
PANAMA 4, PANAMA

No. DOI-3025

JUNE 21, 1972

MR. SECRETARY:

In accordance with Article 17 of the Cooperative Agreement between the Ministry of Agricutlure and Livestock of the Republic of Panama and the Department of Agriculture of the United States of America, signed in La Palma, Darien Province, Panama on May 26, 1972, by Nilson A. Espino, Minister of Agriculture and Livestock of Panama, and Robert M. Sayre, Ambassador of the United States of America in Panama, representing the Secretary of Agriculture of the United States, I propose that this note and Your Excellency's reply thereto shall constitute confirmation of the provisions of the aforesaid agreement, of which I enclose a photocopy.

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

JUAN ANTONIO TACK

Juan Antonio Tack
Minister of Foreign Relations

His Excellency
WILLIAM P. ROGERS,
Secretary of State of the
United States of America,
Washington, D.C.

The American Ambassador to the Panamanian Minister of Foreign Relations

No. 262 PANAMA, *October 5, 1972*

EXCELLENCY:

I have the honor to acknowledge, on behalf of the Secretary of State, the receipt of your note No. DOI-3025 of June 21, 1972, concerning the Cooperative Agreement between the Ministry of Agriculture and Livestock of the Republic of Panama and the Department of Agriculture of the United States of America, signed at La Palma on May 26, 1972.

I take pleasure in informing you that my Government confirms the provisions of the above-mentioned agreement and will regard Your Excellency's note and this reply as constituting confirmation of that agreement.

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

ROBERT M SAYRE

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

COOPERATIVE AGREEMENT BETWEEN THE MINISTRY OF AGRICULTURE AND LIVESTOCK OF THE REPUBLIC OF PANAMA AND THE UNITED STATES DEPARTMENT OF AGRICULTURE

The Ministry of Agriculture and Livestock of the Republic of Panama, represented by Nilson A. Espino, Minister of Agriculture and Livestock of the Republic of Panama, on the one hand, and the Department of Agriculture of the United States of America, represented by the Ambassador of the United States of America in Panama, Robert M. Sayre, representing the Secretary of Agriculture of the United States, on the other hand, hereby enter into an Agreement as follows:

The object of this Agreement is to establish a cooperative program in the Republic of Panama to prevent the entrance into the Republic of Panama of Foot-and-Mouth Disease and Rinderpest; to quickly detect the diseases should they gain entrance; and to provide for their eradication should outbreaks occur.

The Ministry of Agriculture and Livestock of the Republic of Panama, through its Animal Health Control Section, and the United States Department of Agriculture, through its Animal and Plant Health Inspection Service, shall accomplish this Agreement in accordance with the laws of the Republic of Panama. Public Law 92–152 (21 U.S.C. 114B), authorizes the Secretary of Agriculture of the United States to cooperate with the Government of Panama in the prevention, control, and eradication of Foot-and-Mouth Disease and Rinderpest. Under the authority of Public Law 92–152, the Animal and Plant Health Inspection Service will conduct cooperative work with the Ministry of Agriculture and Livestock of the Republic of Panama. The Ministry of Agriculture and Livestock of the Republic of Panama shall, subject to the availability of appropriations, provide annual allotments to enable the Animal Health Control Section to carry out its part of the Agreement. The United States Department of Agriculture shall, also subject to the availability of appropriations, provide annual allotments to enable the United States Animal and Plant Health Inspection Service to carry out its part of the Agreement.

General Organization and Functions

1. There is established a Cooperative Agreement between the Ministry of Agriculture and Livestock of the Republic of Panama and the Department of Agriculture of the United States for the prevention of Foot-and-Mouth Disease and Rinderpest in the Republic of Panama.

2. The Ministry of Agriculture and Livestock of the Republic of Panama will, subject to the availability of appropriations, provide the services of at least one veterinarian to be assigned exclusively to the cooperative activities to be carried out in the Republic of Panama under this Agreement. The Department of Agriculture of the United States will, subject to the availability of appropriations, provide the services of at least one veterinarian who will be assigned exclusively to the cooperative program to prevent Foot-and-Mouth Disease and Rinderpest under Public Law 92–152, and the equipment which the participation of said professional in the program will require. The United States veterinarian will be stationed in Panama and will visit the other countries cooperating in the program. The field work in the Republic of Panama will be conducted by a veterinary team or teams consisting of one veterinarian from the Republic of Panama and one United States veterinarian. The selection of veterinarians assigned to work in the cooperative program in the Republic of Panama will be subject to mutual approval of the Panamanian Animal Health Control Section and the United States Animal and Plant Health Inspection Service.

Cooperative activities will include:

A. Continuing surveillance for vesicular diseases and Rinderpest;
B. Investigating reports of vesicular diseases and Rinderpest;

C. Collecting diagnostic materials for laboratory examination. (Diagnostic materials from animals suspected of having Foot-and-Mouth Disease or Rinderpest shall be submitted for examination to a jointly recognized laboratory.);

D. Participating in organizing livestock owners into vigilance committees to report evidence of vesicular diseases and Rinderpest;

E. Developing practical plans for the immediate eradication of Foot-and-Mouth Disease and Rinderpest;

F. Training of Panamanian veterinarians and others in the practical application of Foot-and-Mouth Disease and Rinderpest eradication plans;

G. Developing and distributing informational material to inform livestock owners about Foot-and-Mouth Disease and Rinderpest;

H. Providing technical assistance and advice to promote effective legislation in the Republic of Panama that will allow the Republic of Panama to act promptly to eradicate Foot-and-Mouth Disease and Rinderpest in case of an outbreak of either of these diseases;

I. Assisting in developing or improving import procedures for the Republic of Panama; however, United States representatives will limit their assistance to technical advice in formulating and improving laws, regulations, and procedures for the importation of animals, animal byproducts, and associated materials;

J. Conducting other appropriate activities with Foot-and-Mouth Disease and Rinderpest prevention in the Republic of Panama, such as periodic check, revisions, and evaluations of any program for the prevention of those diseases carried out by the Ministry of Agriculture and Livestock of the Republic of Panama.

3. Salaries and expenses for personnel whom the Ministry of Agriculture and Livestock of the Republic of Panama assigns to work on the cooperative program will be paid by the Government of the Republic of Panama. Salaries and expenses for personnel whom the United States Department of Agriculture assigns to work on the cooperative program will be paid by the United States Department of Agriculture.

4. The Panamanian Animal Health Control Section and the United States Animal and Plant Health Inspection Service will arrange for the appointment of an advisory committee consisting of such persons as they may deem appropriate. The advisory committee will provide advice in formulating and improving laws, regulations, and procedures to prevent the entrance into the Republic of Panama of Foot-and-Mouth Disease and Rinderpest; to quickly detect the diseases should they gain entrance; and to provide for their eradication should outbreaks occur.

5. The Republic of Panama will pay all expenses incurred by the National Guard of Panama and any other personnel for the patrolling and quarantine required.

6. The Ministry of Agriculture and Livestock of the Republic of Panama will furnish adequate office and space to personnel of its Animal Health Control Section and the United States Department of Agriculture for administrative work under this Agreement.
7. The authorities of the Republic of Panama will facilitate the entry into, and exit from, the Republic of Panama and travel therein of United States personnel participating in the cooperative program while working on a mission related to this Agreement.
8. Government of Panama will apply to United States Department of Agriculture personnel participating in this Cooperative Agreement, while they are in Panama under terms of the Agreement, the provisions concerning immunities and prerogatives granted to members of special missions of foreign governments contained in Cabinet Decree No. 280 of August 13, 1970, of the Republic of Panama.
9. The Republic of Panama will provide for duty-free entry and exit of materials such as equipment and supplies needed to conduct the activities under the cooperative program. Equipment purchases by each participating country will remain the property of the country that purchased the equipment.
10. The Government of the Republic of Panama will provide free mailing privileges for correspondence and literature issued under the cooperative program, but such correspondence and reading material will be mailed through the facilities of the Ministry of Agriculture and Livestock.
11. Communications, regulations, and instructions pertaining to operations under this agreement shall be issued jointly by the Panamanian Animal Health Control Section and the United States Department of Agriculture's Animal and Plant Health Inspection Service.
12. Neither the Republic of Panama nor the United States will carry out studies or experiments with Foot-and-Mouth Disease or Rinderpest virus in the Republic of Panama, as long as these diseases do not exist in Panama and also as long as such studies are not requested by the Republic of Panama.
13. The Ministry of Agriculture and Livestock of the Republic of Panama agrees to actively seek whatever legislation is necessary to develop A) an effective Foot-and-Mouth Disease and Rinderpest prevention program and, B) an effective eradication program should Foot-and-Mouth Disease or Rinderpest occur.
14. The Ministry of Agriculture and Livestock of the Republic of Panama agrees to actively seek cooperation of persons, organizations, and institutions, such as livestock societies and private organizations in order to more effectively accomplish the object of this Agreement.
15. This Agreement may be amended by an exchange of correspondence between the Minister of Agriculture and Livestock of the Republic of Panama and the Secretary of Agriculture of the United States, or their representative, confirmed by an exchange of diplomatic notes between the two Governments.

16. This Agreement shall remain in force until 120 days after either Government shall have given written notice to the other of a desire to terminate the Agreement.

17 This Agreement shall enter into force on the date upon which notes are exchanged between the two Governments confirming its provisions.

LA PALMA, PROVINCE OF DARIEN, REPUBLIC OF PANAMA, *May 26, 1972.*

NILSON ESPINO [SEAL]

Ing. Nilson Espino
Minister of Agriculture and Livestock of the Republic of Panama

ROBERT M. SAYRE

Robert M. Sayre
Ambassador of the United States of America in Panama
For the U.S. Secretary of Agriculture

PAKISTAN

Education: Educational Foundation and Financing of Exchange Programs

Agreement signed at Islamabad October 18, 1972; Entered into force October 18, 1972.

AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF PAKISTAN FOR FINANCING CERTAIN EDUCATIONAL EXCHANGE PROGRAMS

OCTOBER 18, 1972

The Government of the United States of America and the Government of Pakistan;

Desiring to promote further mutual understanding between the peoples of the United States of America and Pakistan by a wider exchange of knowledge and professional talents through educational activities:

Have agreed as follows:

ARTICLE 1

There shall be established a foundation to be known as the United States Educational Foundation in Pakistan (hereinafter designated "the Foundation"), which shall be recognized by the Government of the United States of America and the Government of Pakistan as an organization created and established to facilitate the administration of an educational program to be financed by funds made available under the terms of the present Agreement. Except as provided in Article 3 hereof the Foundation shall be exempt from the domestic and local laws of the United States of America and Pakistan as they relate to the use and expenditure of currencies or credits for currencies for the purposes set forth in the present Agreement.

The funds made available under the present Agreement, within the conditions and limitations hereinafter set forth, shall be used by the Foundation for the purposes of:

(a) financing studies, research, instruction, and other educational activities of or for citizens and nationals of the United States of

95-005 O - 73 - 43

America in Pakistan, and of or for citizens and nationals of Pakistan in United States schools and institutions of learning located in or outside the United States of America;

(b) financing visits and interchanges between the United States of America and Pakistan of students, trainees, teachers, instructors and professors; and

(c) financing such other related educational programs and activities as are provided for in budgets approved in accordance with Article 3 hereof.

ARTICLE 2

In furtherance of the aforementioned purposes, the Foundation may, subject to the provisions of the present Agreement, exercise all powers necessary to the carrying out of the purposes of the present Agreement, including the following:

(a) plan, adopt and carry out programs in accordance with the purposes of the present Agreement;

(b) recommend to the Board of Foreign Scholarships of the United States of America students, trainees, research scholars, teachers, instructors and professors, resident nationals of Pakistan, and institutions of Pakistan qualified to participate in the program;

(c) recommend to the aforesaid Board of Foreign Scholarships such qualifications for the selection of participants in the program as it may deem necessary for achieving the purpose and objectives of the present Agreement;

(d) acquire, hold, and dispose of property in the name of the Foundation as the Foundation may consider necessary or desirable, provided, however, that the acquisition of any real property shall be subject to the prior approval of the Secretary of State;

(e) authorize the Treasurer of the Foundation, or such alternate as the Board of Directors may designate, to receive funds to be deposited in bank accounts in the name of the Foundation; the appointment of the Treasurer or such designee shall be approved by the Secretary of State; the Treasurer or such designee shall deposit funds received in a depository or depositories designated by the Secretary of State;

(f) authorize the disbursement of funds and the making of grants and advances of funds for the authorized purposes of the present Agreement, including payment for transportation, tuition, maintenance and other expenses incident thereto;

(g) provide for periodic audits of the accounts of the Foundation by auditors selected by the Secretary of State;

(h) engage an Executive Officer and other administrative and clerical staff, fix and pay the salaries thereof, and incur other necessary administrative expenses;

(i) administer or assist in administering or otherwise facilitate educational programs and activities that further the purposes of the present Agreement but are not financed by funds made available under this Agreement, provided, however, that such programs and activities and the Foundation's proposed role therein shall be fully described in a written report to the Secretary of State and to the Government of Pakistan and neither interposes an objection within six months from the date of receipt of such report. Should the Secretary of State or the Government of Pakistan object to the activity after the expiration of the six month period, the Foundation shall modify the activity and its role therein to meet the objection or shall discontinue its role therein at the earliest feasible date.

ARTICLE 3

All commitments, obligations and expenditures by the Foundation shall be made in accordance with an annual budget submitted by the Foundation to be approved by the Secretary of State subject to such regulations as he may prescribe.

ARTICLE 4

The management and direction of the affairs of the Foundation shall be vested in a Board of Directors consisting of eight Directors (hereinafter designated the "Board"), four of whom shall be citizens of the United States of America and four of whom shall be citizens of Pakistan. The principal officer in charge of the Diplomatic Mission of the United States of America to Pakistan (hereinafter designated "Chief of Mission") and the Secretary of Education of the Government of Pakistan shall be Honorary Chairmen. A Chairman with voting power shall be elected by the Board from among its members. The citizens of the United States of America on the Board, at least two of whom shall be officers of the United States Foreign Service establishment in Pakistan, shall be appointed and removed by the Chief of Mission; one of them shall serve as Treasurer. The citizens of Pakistan on the Board shall be appointed and removed by the Government of Pakistan.

The Directors shall serve from the time of their appointment until the following December 31 and shall be eligible for reappointment. Vacancies by reason of resignation, transfer of residence outside Pakistan, expiration of service or otherwise, shall be filled in accordance with the appointment procedure set forth in this Article.

The Directors shall serve without compensation but the Foundation is authorized to pay the necessary expenses of the Directors in attending the meetings of the Board and in performing other official duties assigned by the Board.

ARTICLE 5

The Board shall adopt such by-laws and appoint such committees as it shall deem necessary for the conduct of the affairs of the Foundation.

ARTICLE 6

Reports acceptable in form and content to the Secretary of State shall be made annually on the activities of the Foundation to the Secretary of State and the Government of Pakistan. Special reports may be made more often at the discretion of the Board or at the request of either the Secretary of State or the Government of Pakistan.

ARTICLE 7

The principal office of the Foundation shall be in the capital city of Pakistan, but meetings of the Board and any of its committees may be held also in such other places in Pakistan as the Board may determine. Activities of any of the Foundation's officers or staff may be carried on at such places in Pakistan as may be approved by the Board.

ARTICLE 8

The Executive Officer shall be responsible for the direction and supervision of the Board's programs and activities in accordance with the Board's resolutions and directives and the provisions of this Agreement. In his absence or disability, the Board may appoint a substitute for such time as it deems necessary or desirable. In the event it is found to be impracticable for the Board to engage an Executive Officer, the Government of the United States of America may provide an Executive Officer and such assistants as may be deemed necessary to ensure the effective operation of the program.

ARTICLE 9

Funds and property of the United States Educational Foundation in Pakistan, established by the Agreement of September 23, 1950, as amended,[1] shall be available to the Foundation to be used for the purposes of the present Agreement.

The Government of the United States of America and the Government of Pakistan agree that there may be used also for the purposes of this Agreement in any amount not to exceed the equivalent of U.S. 500,000 dollars during any single calendar year, any funds including the currency of Pakistan held or available for expenditure by the

[1] TIAS 2116, 3919, 5108, 6301; 1 UST 630; 8 UST 1633; 13 UST 1482; 18 UST 1603.

Government of the United States of America for such purposes. There may also be used for the purposes of this Agreement contributions to the Foundation provided all such contributions to the Foundation are reported to the Secretary of State and to the Government of Pakistan and neither objects to the Foundation's use thereof.

The performance of this Agreement shall be subject to the availability of appropriations to the Secretary of State when such appropriations are required by the laws of the United States.

The Secretary of State proposes to make available for expenditure funds in such amounts as may be required for the purposes of this Agreement, but in no event may amounts in excess of the budgetary limitations established pursuant to Article 3 of the present Agreement be expended by the Foundation.

ARTICLE 10

The Government of the United States of America and the Government of Pakistan shall make every effort to facilitate the exchange-of-persons programs authorized in this Agreement and to resolve problems which may arise in the operations thereof.

Furniture, equipment, automobiles, supplies and any other articles intended for the official use of the Foundation shall be exempt in the territory of Pakistan from customs duties, excises, and surtaxes, and any other form of taxation. The American grantees of the Foundation, excepting students, will be allowed to import foodstuff, which will not include tobacco and liquor, free of customs duty and other taxes up to the maximum limitations of 100 rupees per month per grantee. All funds and other property used for the purpose of the Foundation within the scope of its purpose shall likewise be exempt from taxation of every kind in the territory of Pakistan.

ARTICLE 11

The Government of Pakistan shall extend to residents of the United States of America engaged in educational activities in Pakistan under the auspices of the Foundation such privileges with respect to burdens affecting entry, travel and residence of such persons as are extended to the residents of Pakistan engaged in similar activities in the United States of America.

ARTICLE 12

Wherever in the present Agreement the term "Secretary of State" is used, it shall be understood to mean the Secretary of State of the United States of America or any officer or employee of the Government of the United States of America designated by him to act in his behalf.

ARTICLE 13

The present Agreement terminates and supersedes the Agreement between the United States of America and Pakistan signed at Karachi on September 23, 1950, as amended.

The present Agreement may be amended by the exchange of diplomatic notes between the Government of the United States of America and the Government of Pakistan.

The present Agreement may be terminated by either party by written notice to the other of its desire to terminate the Agreement and such termination shall become effective thirty days after the expiration of the first academic year in Pakistan which opens following the date of such notice. In the event of termination of this Agreement, all funds and property of the Foundation shall become the property of the Government of the United States of America, subject to such conditions, limitations, and liabilities as may have been imposed thereon prior to termination.

ARTICLE 14

The present Agreement shall come into force upon the date of signature.

IN WITNESS WHEREOF the undersigned, being duly authorized thereto by their respective Government, have signed the present Agreement.

DONE at Islamabad, Pakistan, in duplicate, this 18th day of October, 1972.

FOR THE GOVERNMENT OF PAKISTAN

[SEAL] By ABDUL HAFEEZ PIRZADA

Name Abdul Hafeez Pirzada
Title *Minister for Education and Provincial Coordination*

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

[SEAL] By SIDNEY SOBER

Name Sidney Sober
Title *Chargé d'Affaires ad interim*

SPAIN

Air Transport Services

Agreement extending the provisional agreement of June 28 and 30, 1972.
Effected by exchange of notes
Dated at Washington October 30, 1972;
Entered into force October 30, 1972.

The Secretary of State to the Spanish Ambassador

DEPARTMENT OF STATE
WASHINGTON

OCTOBER 30, 1972

EXCELLENCY:

I have the honor to refer to the provisional agreement between our two Governments effected by an exchange of notes at Madrid on June 28 and 30, 1972,[1] concerning the reciprocal exchange of rights for Pan American World Airways and Iberia Airlines to operate services between Miami and Madrid via San Juan, plus specified beyond rights. As you are aware, this provisional agreement expires on October 31, 1972, unless otherwise agreed.

Negotiations for a new, updated, Air Transport Agreement held in Washington between representatives of our two Governments are expected to lead to eventual signature of such a new Agreement. It is acceptable to the Government of the United States that the provisional agreement referred to in the preceding paragraph be extended until March 31, 1973.

If such extension of the provisional agreement is also acceptable to the Government of Spain, I have the honor to propose that this note and Your Excellency's reply thereto constitute an agreement between our two Governments which will enter into force on the date of Your Excellency's reply note.

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[1] TIAS 7398; *ante*, p. 1257.

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

For the Secretary of State:
JULIUS L. KATZ

His Excellency
ANGEL SAGAZ,
Ambassador of Spain.

The Spanish Embassy to the Department of State

SPANISH EMBASSY
WASHINGTON, D.C.

No. 269 EB/L

La Embajada de España saluda atentamente al Departamento de Estado y tiene la honra de acusar recibo de su Nota Verbal de fecha 30 de Octubre que dice lo siguiente:

"Excelencia:

Tengo la honra de referirme al Acuerdo provisional entre nuestros dos Gobiernos que fué recogido en el intercambio de Notas que tuvo lugar en Madrid los días 28 y 30 de Junio de 1972 en relación con la recíproca concesión de derechos a favor de Pan American World Airways e Iberia, Líneas Aéreas de España, para operar servicios aéreos entre Miami y Madrid vía San Juan, con los derechos más allá en ellas especificados. Como V. E. sabe, este Acuerdo provisional expira el 30 de Octubre de 1972, a menos que sea renovado.

En Washington se han celebrado negociaciones entre los representantes de nuestros dos Gobiernos sobre un nuevo Acuerdo de Transporte Aéreo puesto al día y se espera, que, eventualmente, dichas negociaciones lleven a la firma de tal Acuerdo. El Gobierno de los Estados Unidos está dispuesto a prorrogar el Acuerdo provisional que se menciona en el párrafo anterior hasta el 30 de Marzo de 1973.

Si dicha prórroga del Acuerdo provisional resulta ser aceptable para el Gobierno de España, tengo la honra de proponer que esta Nota Verbal, junto con la contestación que Su Excelencia dé a la misma, constituyan un Acuerdo entre los dos Gobiernos que entrará en vigor en la fecha de la Nota Verbal que contenga la contestación de Su Excelencia.

Acepte Excelencia la renovada seguridad de mi más alta consideración."

Tengo la honra de manifestar que el Gobierno de España está de acuerdo con el contenido de la Nota Verbal de ese Departamento

de 30 de Octubre y confirma que dicha Nota y esta respuesta constituyen un Acuerdo entre los dos Gobiernos que entrará en vigor con fecha de hoy.

La Embajada de España aprovecha esta oportunidad para transmitir al Departamento de Estado el testimonio de su más alta consideración.

WASHINGTON D.C. *30 de Octubre de 1972*

A S

DEPARTAMENTO DE ESTADO
WASHINGTON, D.C.

Translation

SPANISH EMBASSY
WASHINGTON, D.C.

No. 269 EB/L

The Embassy of Spain presents its compliments to the Department of State and has the honor to acknowledge receipt of its note of October 30, reading as follows:

[For the English language text, see p. 3121.]

I have the honor to state that the Government of Spain concurs in the terms of the Department's note of October 30, and confirms that the said note and this reply shall constitute an agreement between the two Governments which will enter into force on this date.

The Embassy of Spain avails itself of this opportunity to express to the Department of State the assurance of its highest consideration.

WASHINGTON, D.C., *October 30, 1972*

A.S.

DEPARTMENT OF STATE,
WASHINGTON, D.C.

AFGHANISTAN

Technical Cooperation

Agreement extending the agreement of June 30, 1953, as extended.
Effected by exchange of notes
Signed at Kabul June 26 and July 8, 1972,
Entered into force July 8, 1972,
Effective June 30, 1972.

The American Ambassador to the Afghan Minister of Foreign Affairs

No. 67 KABUL, *June 26, 1972*

Excellency

I have the honor to refer to the exchange of Notes dated December 28, 1971, and your undated reply, concerning the Technical Cooperation Program Agreement signed at Kabul on June 30, 1953, as amended and extended.[1]

I propose that Article IX of that Agreement, as amended, be further amended by substituting "December 31, 1972" for the date "June 30, 1972" in the two places where such date appears in the second sentence thereof.

If the foregoing proposal is acceptable to Your Excellency's Government, I have the honor to propose further that this Note and Your Excellency's Note in reply concurring therein shall constitute an Agreement between our two Governments which shall enter into force on the date of Your Excellency's reply and shall be deemed to have effect from June 30, 1972.

Accept, Excellency, the assurances of my highest consideration.

R. G. NEUMANN

His Excellency
MOHAMMED MUSA SHAFIQ,
Minister of Foreign Affairs,
Kabul.

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[1] TIAS 2856, 7156, 4 UST 2012, 22 UST 1454.

The Afghan Minister of Foreign Affairs to the American Ambassador

بیته د چنګاښ ۱۷
کال ۱۳۵۱

د خارجه چارو وزارت

ګران جناب !

د جناب لیک ګڼه ۶۷ بیته د جون ۲۶ کال ۱۹۷۲ چه د چنګاښ ۵ کال ۱۳۵۱ سره سم دی او د تخنیکی همکاري پروګرام د موافقتنامی په هکله چه د جون په ۳ کال ۱۹۵۳ په کابل کښی لاس لیک شوی دي په درناوی یاد درکوم ۰

ستاسی پیشنهاد د موافقتنامی د هغی مادی د تعدیل په باب چه د هغی بیته د جون ۳۰ کال ۱۹۷۲ انه تر دسمبر ۳۱ کال ۱۹۷۲ پوری تمدید شی د منلو وړ ده ۰

په دغه توګه د افغانستان د پاچائی حکومت موافقه د جناب د پیشنهاد په هکله څرګنده وم ۰

د فرصت په اغتنام چپلی سی هیلی استوم ۰

محمد موسی شفیق
د خارجه چارو وزیر

جناب رابرت نیومن
د امریکی د متحده ایالاتو لوی سفیر
کابل

TIAS 7485

Translation

THE MINISTRY OF FOREIGN AFFAIRS

4/17/1351
[Corresponding to July 8, 1972]

EXCELLENCY

I hereby acknowledge receipt of your letter No. 67, dated June 26, 1972, relating to the Technical Cooperation Program Agreement signed on June 30, 1953.

Your proposal that Article 9 of the Agreement be amended in such manner that the period specified therein may be extended beyond June 30, 1972 to December 31, 1972 has been accepted.

It is my pleasure to confirm hereby the acceptance of your proposal by the Royal Government of Afghanistan.

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

MOHAMMED MUSA SHAFIQ
Minister of Foreign Affairs

His Excellency ROBERT NEUMANN,
Ambassador of the United States of America,
Kabul.

SINGAPORE

Surplus Property: Off-Shore Sales Facility

Agreement amending the agreement of May 5, 1972.
Signed at Singapore October 20, 1972;
Entered into force October 20, 1972.

AMENDMENT TO AGREEMENT BETWEEN THE GOVERNMENT OF THE UNITED STATES OF AMERICA AND THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE REGARDING AN OFF-SHORE SALES FACILITY FOR PROPERTY DISPOSAL

With reference to clause 3 (1) and (2) of the attached Government-to-Government Agreement of May 5, 1972 [1] between the Government of the United States of America and the Government of the Republic of Singapore, the parties thereto do hereby agree, in consideration of mutual promises, that the referenced clauses, giving the Government of the Republic of Singapore a right of first purchase, are hereby rescinded and all rights therein are waived as they pertain to a certain rock crusher that is the property of the Government of the United States and which is now located in the Bedok area in Singapore, and which rock crusher is more generally and specifically described as follows:

Iowa, Cedar Rapids Package—Serial No. 30368 4′ Standard Symons Cone, Serial No. 41433 CR Inventory No. D26170–72 (Electric Gear—Poor) 5′ x 15′ E Deck Screen (cone in—but not assembled)

IN WITNESS WHEREOF the undersigned, duly authorized, have signed this amendment to referenced and attached Agreement. Done at Singapore this 20th day of October, 1972.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

JOHN J O'NEILL JR

FOR THE GOVERNMENT OF THE REPUBLIC OF SINGAPORE:

PANG TEE POW

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[1] TIAS 7327; *ante*, p. 646.

KHMER REPUBLIC

Agricultural Commodities

Agreements amending the agreement of January 13, 1972, as amended.
Effected by exchange of notes
Signed at Phnom Penh October 2, 1972;
Entered into force October 2, 1972.
And exchange of notes
Signed at Phnom Penh October 20, 1972;
Entered into force October 20, 1972.

The American Chargé d'Affaires ad interim to the Khmer Prime Minister and Minister of Foreign Affairs ad interim

No. 588 PHNOM PENH, *October 2, 1972*

EXCELLENCY,

I have the honor to refer to the Agreement for Sales of Agricultural Commodities signed by the representatives of our two Governments on January 13, 1972, as amended on June 23, 1972, [1] and propose that Part II, Particular Provisions, be further amended by adding rice to the Agreement as follows:

ITEM I, Commodity Table:

Commodity	Supply Period U.S. Calendar Year	Approximate Maximum Quantity	Maximum Export Market Value (Thousands)
Rice	1972 plus first 6 months of 1973	30,000 M/T	$5,558

Total value of the Agreement increases to: $25,410

ITEM IV, Export Limitations:

In sub-paragraph B., delete the period at the end of the sentence, substitute a semicolon, and add. for rice—rice in the form of paddy, brown or milled.

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[1] TIAS 7269, 7394, *ante*, pp. 14, 1238.

All other terms and conditions of the January 13, 1972 Agreement, as amended, remain the same.

If the foregoing is acceptable to Your Government, I propose that this note and Your reply thereto constitute an Agreement between our two Governments effective the date of Your note in reply

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

THOMAS O. ENDERS
Chargé d'Affaires ad interim

His Excellency
MR SON NGOC THANH
Prime Minister and Minister of Foreign Affairs a.i.
Phnom Penh

Agreed Minutes

1. The Government of the Khmer Republic agrees in principle, and shall take all necessary steps in pursuance thereof, when a sufficient security stock becomes available, to restore on a timely basis the commercial channels as the principal method for retail marketing of rice in the Khmer Republic.
2. The Government of the Khmer Republic further agrees in principle to take such steps as are necessary to ensure that the price at which imported rice is sold will be sufficient to recover the total cost of importing rice into the Khmer Republic.

PHNOM PENH

The Khmer Minister of Foreign Affairs ad interim to the American Chargé d'Affaires ad interim

MINISTERE DES AFFAIRES
ETRANGERES

No 1070/DGE/AE

PHNOM PENH, *October 2, 1972*

EXCELLENCY,

I have the honor to acknowledge the receipt of Your Excellency's note of today's date which reads as follows:

"EXCELLENCY,

I have the honor to refer to the Agreement for Sales of Agricultural Commodities signed by the representatives of our two Governments on January 13, 1972, as amended on June 23, 1972, and propose that Part II, Particular Provisions, be further amended by adding rice to the Agreement as follows:

Item I, Commodity Table:

Commodity	Supply Period U.S. Calendar Year	Approximate Maximum Quantity	Maximum Export Market Value (Thousands)
Rice	1972 plus first 6 months of 1973	30,000 M/T	$ 5,558

Total value of the Agreement increases to: $25,410

Item IV, Export Limitations:

In sub-paragraph B., delete the period at the end of the sentence, substitute a semicolon, and add. For rice—rice in the form of paddy, brown or milled.

All other terms and conditions of the January 13, 1972 Agreement, as amended, remain the same.

If the foregoing is acceptable to Your Government, I propose that this note and Your reply thereto constitute an Agreement between our two Governments effective the date of Your note in reply

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

I have also the honor to acknowledge the receipt, attached to Your Excellency's note of today's date, of Agreed Minutes which read as follows:

"1. The Government of the khmer Republic agrees in principle, and shall take all necessary steps in pursuance thereof, when a sufficient security stock becomes available, to restore on a timely basis the commercial channels as the principal method for retail marketing of rice in the khmer Republic.

2. The Government of the khmer Republic further agrees in principle to take such steps as are necessary to ensure that the price at which imported rice is sold will be sufficient to recover the total cost of importing rice into the khmer Republic."

I have further the honor to confirm on behalf of my Government the foregoing arrangements and to agree that Your Excellency's note and Agreed Minutes and this note shall be regarded as constituting an Agreement between the two Governments, which will enter into effect on the date of their signature.

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

[SEAL] THANH

Son Ngoc Thanh
Prime Minister and Minister of Foreign Affairs a.i.

His Excellency THOMAS O. ENDERS
Chargé d'Affaires, a.i.
Embassy of the United States of America

The American Chargé d'Affaires ad interim to the Khmer Prime Minister and Minister of Foreign Affairs ad interim

No. 639

PHNOM PENH, *October 20, 1972*

EXCELLENCY,

I have the honor to refer to the Agreement for Sales of Agricultural Commodities signed by the representatives of our two Governments on January 13, 1972, as amended on June 23, 1972 and October 2, 1972, and propose that Part II, Particular Provisions, be further amended under Item I, Commodity Table, for rice, by changing the Maximum Export Market Value (Thousands) from $5,558 to $6,758 and the Agreement total value from $25,410 to $26,610.

All other terms and conditions of the January 13, 1972 Agreement, as amended, remain the same.

If the foregoing is acceptable to Your Government, I propose that this note and Your reply thereto constitute an Agreement between our two Governments effective the date of Your note in reply

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

THOMAS O. ENDERS
Chargé d'Affaires, a.i.

His Excellency
CHHANN SOKHUM
Minister of Foreign Affairs, a.i.
Phnom Penh

95-005 O 73 44

The Khmer Minister of Foreign Affairs ad interim to the American Chargé d'Affaires ad interim

MINISTERE DES AFFAIRES
ETRANGERES

No. 1.187/DGE/AE

PHNOM-PENH, *October 20th, 1972.*

EXCELLENCY,

I have the honor to acknowledge the receipt of Your Excellency's note of today's date which reads as follows:

"Excellency,

I have the honor to refer to the Agreement for Sales of Agricultural Commodities signed by the representatives of our two Governments on January 13, 1972, as amended on June 23, 1972 and October 2, 1972, and propose that Part II, Particular Provisions, be further amended under Item I, Commodity Table, for rice, by changing the Maximum Export Market Value (Thousands) from $5,558 to $6,758 and the Agreement total value from $25,410 to $26,610.

All other terms and conditions of the January 13, 1972 Agreement, as amended, remain the same.

If the foregoing is acceptable to Your Government, I propose that this note and Your reply thereto constitute an Agreement between our two Governments effective the date of Your note in reply

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

I have further the honor to confirm on behalf of my Government the foregoing arrangements and to agree that Your Excellency's note and this note shall be regarded as constituting an Agreement between the two Governments, which will enter into effect on the date of their signature.

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

[SEAL] SOKHUM

Chhann Sokhum
Minister of Foreign Affairs a.i.

His Excellency THOMAS O. ENDERS
Chargé d'Affaires, a.i.
Embassy of the United States of America
Phnom-Penh

TIAS 7487

SPAIN

Loan of Vessels

Agreement effected by exchange of notes
Signed at Madrid and San Sebastian May 30 and August 28, 1972;
Entered into force August 28, 1972.

The American Charge d'Affaires ad interim to the Spanish Minister of Foreign Affairs

No. 370 MADRID, *May 30, 1972*

EXCELLENCY:

I have the honor to refer to Chapter VIII of the Agreement of Friendship and Cooperation of August 6, 1970 and to the letter of the same date [1] from Secretary of State Rogers to Your Excellency concerning, *inter alia,* the loan of vessels by the Government of the United States to the Government of Spain and to confirm the following understandings reached between our governments on this subject.

1. The Government of the United States will lend to the Government of Spain the vessels identified below: USS *Keyes* (DD 787), USS *Shelton* (DD 790), USS *Hansen* (DD 832), USS *E. A. Green* (DD 711), USS *Furse* (DD 882), USS *Bang* (SS 385), USS *Picuda* (SS 382)

2. The Government of Spain will retain possession of, and will use, the vessels subject to the terms and conditions of this note and of the Mutual Defense Assistance Agreement between our two Governments signed on September 26, 1953. [2]

3. The period of the loan for each vessel shall be five years from the date of its delivery to the Government of Spain. However, earlier termination of the loan shall occur upon the request of either government if it determines that the loan no longer contributes to the requirements of its own defense or to that of its allies under a ratified mutual defense treaty

4. Each vessel, together with its available onboard spares and allowances, including consumable stores and fuel, will be delivered to the Government of Spain at such place and time as may be mutually agreed upon. The delivery shall be evidenced by a delivery certificate. The Government of Spain shall have the use of all outfitting equip-

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[1] TIAS 6924, 21 UST 1686, 1713.
[2] TIAS 2849; 4 UST 1876.

ment, appliances, fuel, consumable stores, spares, and replacement parts on board the vessels at the time of their delivery

5. Title to the vessels and to the items and appurtenances referred to in paragraph 4 of this note, except fuel, consumable stores, spares, and replacement parts, shall remain in the Government of the United States. The Government of Spain may, however, place the vessels under its flag. The Government of Spain shall not, without the prior express written consent of the Government of the United States, relinquish physical possession of the vessels or any such items and appurtenances.

6. The Government of Spain renounces all claims against the Government of the United States arising from the transfer, use, or operation of the vessels and will save the Government of the United States harmless from any such claims asserted by third parties.

7 Upon the expiration or termination of the loan as provided in paragraph 3 of this note, each vessel together with its outfitting equipment, appliances, and available on-board spares and allowances, including consumable stores, replacement parts and fuel, will be returned to the United States at a place and a time specified by the Government of the United States, in substantially the same condition, reasonable wear and tear excepted, as when transferred. Any items and appurtenances on board the vessels at the time of return shall, if they are not already the property of the Government of the United States, become the property of the Government of the United States without compensation.

8. The Government of Spain will pay the Government of the United States just and reasonable compensation for damages to, or loss of, any of the vessels loaned. The Government of Spain shall not, however, be liable for damage or loss of any such vessel arising out of enemy action sustained while in use in accordance with the provisions of paragraph 2 of this note. Should any of the vessels sustain damages from any cause, such as in the opinion of the Government of Spain renders such vessel a total loss, the Government of Spain shall consult with the Government of the United States before declaring said vessel a total loss.

If the foregoing is acceptable to the Government of Spain, I have the honor to propose that Your Excellency's reply to that effect and my note shall together constitute an agreement between our two Governments which shall enter into force on the date of Your Excellency's reply

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

JOSEPH J MONTLLOR

His Excellency
GREGORIO LOPEZ BRAVO DE CASTRO
Minister of Foreign Affairs
Madrid

TIAS 7488

The Spanish Minister of Foreign Affairs to the American Chargé d'Affaires ad interim

MINISTERIO
DE
ASUNTOS EXTERIORES

EXCELENCIA.

Tengo la honra de acusar recibo de la atenta Nota de V E. número 370, de fecha 30 de mayo, cuyo texto traducido al español dice.

"Tengo la honra de referirme al Capítulo VIII del Convenio de Amistad y Cooperación de 6 de agosto de 1.970 y a la carta de la misma fecha del Secretario de Estado Rogers a Vuestra Excelencia, relativo "inter alia", al préstamo de buques por el Gobierno de los Estados Unidos al Gobierno de España y confirmar las siguientes condiciones que han acordado nuestros dos Gobiernos sobre esta materia.

1.–El Gobierno de los Estados Unidos prestará al Gobierno de España los buques que se identifican a continuación. USS *Keyes* (DD 787), USS *Shelton* (DD 790), USS *Hansen* (DD 832), USS *E. A. Green* (DD 711), USS *Furse* (DD 882), USS *Bang* (SS 385), USS *Picuda* (SS 382).

2.–El Gobierno de España tendrá la posesión y utilizará los buques con arreglo a las clausulas y condiciones contenidas en esto Nota y en el Convenio de Asistencia para la Mutua Defensa firmada entre nuestros dos Gobiernos el 26 de septiembre de 1.953.

3.–El período de préstamo de cada buque será de cinco años a partir de la fecha de su entrega al Gobierno de España. Sin embargo, la finalización anticipada del préstamo se producirá a petición de cualquiera de ambos Gobiernos si determina que el préstamo ya no contribuye a las necesidades de su propia defensa o a la de sus aliados al amparo de un tratado de defensa mutua ratificado.

4.–Cada buque, junto con sus piezas de repuesto disponibles a bordo y sus pertrechos, incluyendo los depósitos de artículos de consumo y combustible, será entregado al Gobierno de España en el lugar y fecha que haya sido acordado mutuamente. La entrega se comprobará mediante un certificado de entrega. El Gobierno de España podrá usar todo el equipo de abastecimiento, utensilios, combustible, depósito de artículos de consumo, sobrantes y piezas de repuesto a bordo de los buques en el momento de su entrega.

5.–El título de propiedad de los buques y de los artículos y pertenencias a que se hace mención en el párrafo 4 de esta Nota, excluyendo el combustible, depósito de artículos de consumo sobrantes y piezas de repuesto, quedará en poder del Gobierno de los EE.UU El Gobierno de España podrá sin embargo colocar los buques bajo su pabellón. El Gobierno de España no cederá sin el consentimiento escrito del Gobierno de los EE.UU la posesión física de los buques o de cualquiera de sus artículos y pertenencias.

6.–El Gobierno de España renuncia a toda reclamación contra el Gobierno de los Estados Unidos que pueda surgir de la transferencia, utilización o funcionamiento de los buques y mantendrá a dicho Gobierno inmune de cualquier reclamación ejercida por terceras partes.

7 –En el momento del vencimiento o terminación del préstamo, tal como se señala en el párrafo 3 de esta Nota, cada buque junto con sus equipos de abastecimiento, utensilios, sobrantes y piezas de repuesto existentes a bordo y pertrechos, incluyendo los depósitos de artículos de consumo, piezas de recambio y combustible, será devuelto a los Estados Unidos en la fecha y lugar señalado por el Gobierno de dicho país, aproximadamente en las mismas condiciones, excluyendo naturalmente un uso y deterioro razonable, que cuando fué entregado. Cualquier artículo y pertenencia a bordo del buque en el momento de la devolución se convertirá, si no lo es ya, en propiedad del Gobierno de los Estados Unidos sin que haya lugar a compensación.

8.–El Gobierno de España pagará al Gobierno de los Estados Unidos una compensación justa y razonable por los daños sufridos o la pérdida de los buques. Sin embargo, el Gobierno español no será responsable por los daños o la pérdida de los buques resultante de acción enemiga que haya tenido lugar siendo empleados los buques con arreglo a las clausulas del párrafo 2 de esta Nota. Caso de que los buques sufriesen por cualquier causa daños que según la opinión del Gobierno de España les conviertan en una pérdida total, dicho Gobierno consultará al de los Estados Unidos antes de declarar a dichos buques una pérdida total.

Caso de que estas conclusiones sean aceptadas por el Gobierno de V.E. tengo la honra de proponer que esta Nota y la contestación de V.E. dando su aprobación, constituyan un Acuerdo entre nuestros dos Gobiernos que entrará en vigor en la fecha de la contestación de V.E."

Al comunicar a V.E. la conformidad del Gobierno español sobre lo que precede, aprovecho esta oportunidad para reiterarle las seguridades de mi alta consideración.

SAN SEBASTIAN, *28 de agosto de 1.972.*

LOPEZ BRAVO

Excmo. Señor JOSEPH J MONTLLOR.
Encargado de Negocios, a.i. de los
Estados Unidos de America.
Madrid

Translation

MINISTRY OF FOREIGN AFFAIRS

EXCELLENCY:

I have the honor to acknowledge receipt of Your Excellency's note No. 370 dated May 30, 1972, the text of which, translated into Spanish, reads as follows:

[For the English language text, see p. 3133.]

In communicating to Your Excellency the Spanish Government's concurrence in the foregoing note, I avail myself of this opportunity to renew to you the assurances of my high consideration.

LOPEZ BRAVO

SAN SEBASTIAN, *August 28, 1972*

His Excellency
JOSEPH J. MONTLLOR,
Chargé d'Affaires ad interim of
the United States of America,
Madrid.

REPUBLIC OF KOREA

Agricultural Commodities

Agreement amending the agreement of February 14, 1972, as amended.
Effected by exchange of notes
Signed at Seoul October 20, 1972;
Entered into force October 20, 1972.

The American Chargé d'Affaires ad interim to the Korean Deputy Prime Minister and Minister, Economic Planning Board

EMBASSY OF THE UNITED STATES OF AMERICA

No. 523 SEOUL, *October 20, 1972*

EXCELLENCY

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on February 14, 1972, as amended on May 19, 1972,[1] and to propose that Part II be further amended as follows to increase the Wheat/Wheat Flour and Corn/Grain Sorghum components of the Agreement

ITEM I. Commodity Table

Under the column, "Approximate Maximum Quantity", for Wheat/Wheat Flour (Wheat basis), delete "1,092,000 metric tons" and insert "1,292,000 metric tons" In the same column, for Corn/Grain Sorghum (Corn basis), delete "240,000 metric tons", and insert "390,000 metric tons"

Under the column, "Maximum Export Market Value (Millions)", for Wheat/Wheat Flour (Wheat basis), delete "64.7" and insert "81.4", for Corn/Grain Sorghum (Corn basis), delete "13.3" and insert "22.3" For total, delete "$175.0" and insert "$200.7"

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[1] TIAS 7273, 7341, *ante*, pp. 70, 782.

ITEM II. Payment Terms

Paragraph 1, Initial Payment, is amended to read

"1. Initial Payment—5 percent of such amounts disbursed by the Government of the exporting country under this Agreement, but not to exceed 5 percent of $147.7 million."

Paragraph 2, Currency Use Payment, subsection B, is amended to provide for a currency use payment of 25 percent of the value of this amendment also by deleting paragraph 2(B) of the May 19, 1972, amendment and substituting the following new paragraph 2(B)

"In addition, 25 percent of the dollar amount of the financing by the Government of the exporting country under this Agreement, but not to exceed 25 percent of $50.7 million, is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this Agreement."

All other terms and conditions of the February 14, 1972 Agreement, as amended, remain the same.

If the foregoing is acceptable to your Excellency's Government, I have the honor to 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

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

F T. UNDERHILL JR.

His Excellency
TAE, WAN-SON
Deputy Prime Minister and
Minister, Economic Planning Board
Seoul

The Korean Deputy Prime Minister and Minister, Economic Planning Board, to the American Chargé d'Affaires ad interim

ECONOMIC PLANNING BOARD
REPUBLIC OF KOREA
SEOUL, KOREA

SEOUL, *October 20, 1972*

EXCELLENCY

I have the honor to refer to your Excellency's 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 Febru-

ary 14, 1972, as amended on May 19, 1972, and to propose that Part II be further amended as follows to increase the Wheat/Wheat Flour and Corn/Grain Sorghum components of the Agreement.

ITEM I. Commodity Table.

Under the column, "Approximate Maximum Quantity", for Wheat/Wheat Flour (Wheat basis), delete "1,092,000 metric tons" and insert "1,292,000 metric tons" In the same column, for Corn/Grain Sorghum (Corn basis), delete "240,000 metric tons", and insert "390,000 metric tons"

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Paragraph 1, Initial Payment, is amended to read.

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"In addition, 25 percent of the dollar amount of the financing by the Government of the exporting country under this Agreement, but not to exceed 25 percent of $50.7 million, is payable upon demand by the Government of the exporting country in amounts as it may determine and in accordance with paragraph 6 of the Convertible Local Currency Credit Annex applicable to this Agreement."

All other terms and conditions of the February 14, 1972 Agreement, as amended, remain the same.

If the foregoing is acceptable to your Excellency's Government, I have the honor to 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

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.

TAE, WAN-SON

Tae, Wan-Son
Deputy Prime Minister and
Minister, Economic Planning Board

MR. FRANCIS T. UNDERHILL, JR.
Chargé d'Affaires ad interim
Embassy of the United States
Seoul

PAKISTAN

Agricultural Commodities

Agreement amending the agreement of September 21, 1972.
Effected by exchange of notes
Signed at Islamabad October 12, 1972;
Entered into force October 12, 1972.

The Minister-Counsellor, Director of USAID Mission, to the Pakistani Secretary, Economic Affairs Division

EMBASSY OF THE UNITED STATES OF AMERICA

ISLAMABAD *October 12, 1972*

SIR:

I have the honor to refer to the PL 480 Title I Sales Agreement for Agricultural Commodities between our two Governments signed on September 21, 1972,[1] and to propose an Amendment to the said Agreement as follows:

Regarding the Commodity Table Part II, Item I, under the column entitled "Maximum Export Market Value", increase the Maximum Export Market Value for Wheat/wheat flour and the Total to $41.8 Million.

All other terms and conditions of the September 21, 1972 Agreement remain unchanged.

If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your note in reply.

Please accept the renewed assurances of my highest consideration.

JOSEPH C. WHEELER

Joseph C. Wheeler

Minister-Counsellor, Director

Mr. S. S. IQBAL HOSAIN, S.Q.A., PMAS
Secretary
Economic Affairs Division
Ministry of Finance, Planning and Development
Government of Pakistan
Islamabad

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[1] TIAS 7466; *ante*, p. 2802.

The Pakistani Secretary, Economic Affairs Division, to the Minister-Counsellor, Director of USAID Mission

GOVERNMENT OF PAKISTAN
ECONOMIC AFFAIRS DIVISION

No.1(2)US-VI/72. ISLAMABAD: *dated October 12, 1972.*

DEAR MR. WHEELER,

I have the honour to acknowledge with thanks the receipt of your letter dated October 12, 1972, regarding an Amendment to the PL 480 Title I Agreement for Agricultural Commodities between our two Governments signed on September 21, 1972.

The text of your letter under reference is reproduced below:

"I have the honor to refer to the PL 480 Title I Sales Agreement for Agricultural Commodities between our two Governments signed on September 21, 1972, and to propose an Amendment to the said Agreement as follows:

Regarding the Commodity Table Part II, Item I, under the column entitled "Maximum Export Market Value," increase the Maximum Export Market Value for Wheat/wheat flour and the Total to $41.8 Million.

All other terms and conditions of the September 21, 1972 Agreement remain unchanged.

If the foregoing is acceptable to your Government, I propose that this note together with your reply concurring therein shall constitute an agreement between our two Governments which shall enter into force on the date of your note in reply.

Please accept the renewed assurances of my highest consideration."

I write to concur in the contents of your letter and to confirm that this exchange of letters between us shall constitute an agreement between our two Governments.

Sincerely yours,
S. S. IQBAL HOSAIN
(S. S. Iqbal Hosain)

MR. JOSEPH C. WHEELER,
Mission Director,
(Minister-Counsellor),
USAID Mission,
Islamabad.

KHMER REPUBLIC

Improvement of Airfield Facilities

Memorandum of understanding signed at Phnom Penh August 12, 1972;
Entered into force August 12, 1972.

AUGUST 12, 1972

Memorandum of Understanding for Airfield Upgrading

Whereas the Government of the Khmer Republic, hereinafter referred to as the GKR, and the Government of the United States of America, hereinafter referred to as the USG, in recognition of the urgent requirement for the development of communications throughout the Khmer Republic as a major unifying force, and the present and prospective necessity for great reliance upon air transportation for such communications and the present inadequacy of existing airfield facilities for both civil and military aircraft operations, hereby propose to jointly plan and finance specific improvements to certain existing airfields, namely Ream, Pochentong and Battambang, according to the following terms and conditions.

1. The GKR and USG hereby appoint the United States Department of Defense Construction Agent, hereinafter referred to as Construction Agent as their agent for executing both design and construction of the airfield upgrading at the existing airfields at Ream, Pochentong and Battambang. Proposed upgrading projects are more specifically described in Attachment One to this memorandum.

2. For each of the airfield upgrading projects proposed herein, the GKR will be furnished with the design thereof for review and approval of such design before the Construction Agent can proceed to request "proposals for contract".

3. The GKR funds to be contributed to the projects shall be furnished to the Construction Agent before contracts are awarded. Funding levels are to be as set forth in the Attachment Two to this memorandum and may be revised by mutual agreement.

4. The Construction Agent, in consultation with the GKR, will prepare and recommend a list of both Khmer and other free world contractors who are technically and financially capable of accomplishing the agreed upon construction.

5. The construction contracts to be entered into for the subject airfields shall be of the standard form used by USG agencies and shall conform to the requirements of the "United States Armed Forces Procurement Regulation". All directions and instructions to the contractor in furtherance of the subject airfield projects shall be given by the Construction Agent.

6. The Construction Agent will ensure compliance by the contractors with all applicable GKR laws and regulations.

7. The GKR may furnish available engineers and other qualified personnel as may be required to assist the Construction Agent with the inspection and supervision of the contractor and his personnel. These GKR personnel will be under the overall direction of the Construction Agent while engaged in assisting in these airfield projects.

8. The Construction Agent will furnish the GKR and the Embassy of the United States in Phnom Penh with monthly construction status reports, including such items as percent complete, status of disbursements made to the contractors, and such other financial reports as may be required.

9. A team composed of GKR–USG representatives and their Construction Agent shall conduct the final inspection of all construction accomplishments under the agreement.

10. The GKR may make available to the contractors certain items of construction equipment, the nomenclature of and rental rates for, to be set forth in a list to be provided by the GKR. The Construction Agent will make no warranty or representation as to the availability or condition of this equipment. All arrangements for the use of and payment for such rental equipment shall be negotiated between the GKR and the contractors. The GKR hereby agrees that such equipment as may be rented to the contractors shall be available to said contractors for the full term of the rental agreement and not subject to prior termination by the GKR.

11. The Construction Agent will furnish the GKR an approved list of materials, supplies and equipment to be imported. The GKR will permit the importation, purchase and rental of all materials, supplies and equipment, including contractors administrative materials and items, and business related vehicles required for these projects, free of all GKR taxes and duties. Materials, supplies and equipment imported into the Khmer Republic by the contractor under the terms of this agreement, which are not incorporated into the construction projects, shall be exported by the contractors from the Khmer Republic upon completion of the airfield projects or forty-five days thereafter be subject to all legal taxation or duties thereon.

12. Upon completion of the airfield projects, any funds remaining will be returned to the contributors.

13. The GKR agrees that all the salaries received by contractors' employees for this work who are nonresidents of the Khmer Republic and who are brought into the Khmer Republic for the sole purpose of working on these airfield projects shall be exempt from all GKR income taxes or other forms of direct taxation thereon.

14. The GKR agrees to acquire, without cost to the project funds, title to all real property that is to be incorporated into these airfield projects, according to the approved designs, prior to the dates that may hereafter be scheduled for the submission of proposals for contracts. The GKR agrees to hold the USG and Construction Agent harmless from any and all claims that may hereafter be asserted by owners of real property that will be included in these airfield construction projects.

15. Nothing in this memorandum of understanding shall be construed to obligate USG funds, such obligation of funds being dependent upon their being made available by the Congress of the U.S. By the same token, obligation of funds by the GKR will be accomplished in accordance with its funding procedures.

16. The GKR and USG will enter into such additional agreements as may be necessary to implement the projects as described herein.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

EMORY C. SWANK

Emory C. Swank
Ambassador

FOR THE GOVERNMENT OF THE KHMER REPUBLIC

THANH

Son Ngoc Thanh
Prime Minister and Minister of State Charged with Foreign Affairs

Attachment One

Proposed Airfield Upgrade Projects

Proposed priorities for airfield improvements within the GKR are: #1–Ream, #2–Pochentong, and #3–Battambang. Within the three priority areas, the following construction priorities are proposed.

Ream Airfield
Parking Apron Improvement
Additional Access Taxiway
Resurface Runway
Runway Overruns

Pochentong Airfield
Military Parking Apron Repairs
New Military Parking Apron
Additional Military Access Taxiway
New Civilian Parking Apron
Security Fence
Perimeter Security Lights

Battambang Airfield
Resurface Runway and Shoulder Construction
Resurface Taxiway and Parking Apron
New Parking Apron
Additional Access Taxiway

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Attachment Two

Airfield Cost Estimates

Proposed priorities for airfield improvements within the GKR are: #1–Ream, #2–Pochentong and #3–Battambang. Estimated costs for each airfield are shown below. U.S. costs and GKR foreign exchange (F/X) costs are expressed in thousands of dollars. GKR riel costs are expressed at an exchange rate of 157.36:1.

		GKR			
	U.S.	F/X	Riel Costs*	Total Dollar Costs	Total Project Costs
Ream	$204. 0	$144. 7	91, 945, 448	$348. 7	$933. 0
Pochentong	1, 772. 8	440. 5	366, 916, 312	2, 213. 3	4, 545. 0
Battambang	282. 5	166. 8	59, 120, 152	449. 3	825. 0
Totals	$2, 259. 3	$752. 0	517, 981, 912	$3, 011. 3	$6, 303. 0

*NOTE: A portion of the total riel costs is subject to GKR recoupment from fees charged the contractor, by Public Works, for the rent/lease of selected items of GKR owned construction equipment.

COLOMBIA

Military Assistance: Deposits Under Foreign Assistance Act of 1971

Agreement effected by exchange of notes
Signed at Bogotá August 25, 1972;
Entered into force August 25, 1972;
Effective February 7, 1972.
With related notes
Dated at Bogotá September 11 and 21, 1972.

The American Ambassador to the Colombian Minister of Foreign Relations

EMBASSY OF THE UNITED STATES OF AMERICA

BOGOTÁ, *August 25, 1972*

EXCELLENCY:

I have the honor to refer to recent discussions regarding the United States Foreign Assistance Act of 1971, [1] which includes a provision requiring payment to the United States Government in pesos of ten per cent of the value of grant military assistance and excess defense articles provided by the United States to the Government of Colombia.

In accordance with that provision, it is proposed that the Government of Colombia deposit in an account to be specified by the United States Government, the following amount in pesos.

(A) In the case of an excess defense article given to the Government of Colombia, an amount equal to ten per cent of the fair value of that article, as determined by the United States Government, and accepted by the Government of Colombia, and (B) in the case of a grant of military assistance to the Government of Colombia, an amount equal to ten per cent of each such grant.

The Government of Colombia will be notified quarterly of deliveries of defense articles and rendering of defense services and the values thereof.

It is further proposed that the amounts to be deposited may be used to pay all official costs of the United States Government payable in pesos, including but not limited to all costs relating to the financing of international educational and cultural exchange activities under

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[1] 86 Stat. 26; 22 U.S.C. § 2321g.

programs authorized by the United States Mutual Education and Cultural Exchange Act of 1961. [1]

It is finally proposed that Your Excellency's reply stating that the foregoing is acceptable to the Government of Colombia shall, together with this Note, constitute an agreement between our Governments on this subject effective from and after February 7, 1972 and applicable to deliveries of defense articles and rendering of defense services funded or agreed to and delivered or rendered on or subsequent to that date.

Accept, Excellency, the renewed assurances of my highest and most distinguished consideration.

LEONARD J. SACCIO

His Excellency
DR. ALFREDO VAZQUEZ CARRIZOSA
Minister of Foreign Relations
Republic of Colombia
Bogotá

The Colombian Minister of Foreign Relations to the American Ambassador

REPÚBLICA DE COLOMBIA
MINISTERIO DE RELACIONES EXTERIORES

BOGOTÁ, *agosto 25 de 1.972*

SEÑOR EMBAJADOR:

Tengo el honor de avisar recibo de la atenta Nota de Vuestra Excelencia, de fecha 25 del mes en curso, relativa al pago en pesos colombianos, al Gobierno de los Estados Unidos, del diez por ciento del valor de las donaciones destinadas a la Asistencia Militar y de los artículos excedentes de defensa, que sean otorgados ó entregados a las Fuerzas Militares de Colombia por expresa petición de ellas, y que dice como sigue:

"Tengo el honor de referirme a las recientes discusiones referentes a la Ley de Ayuda Externa de los Estados Unidos de 1.971 (United States Foreign Assistance Act of 1971), que incluye una disposición por la cual se exige el pago en pesos, al Gobierno de los Estados Unidos, del diez por ciento del valor de las donaciones destinadas a la asistencia militar y de los artículos excedentes de defensa suministrados por el Gobierno de los Estados Unidos a Colombia.

De conformidad con dicha disposición se propone que el Gobierno

[1] 75 Stat. 527; 22 U.S.C. § 2451 note.

de Colombia deposite, en una cuenta que deberá ser especificada por el Gobierno de los Estados Unidos, las siguientes cantidades en pesos:

(A) En el caso de cualesquiera artículos excedentes dados al Gibierno de Colombia, cantidades equivalentes al diez por ciento del valor justo de tales artículos, según sea determinado por el Gobierno de los Estados Unidos, y aceptado por el Gobierno de Colombia, y

(B) En el caso de una donación de ayuda militar al Gobierno de Colombia, una cantidad igual al deiz por ciento de tal donación.

El Gobierno de Colombia será notificado trimestralmente sobre los envíos de artículos de defensa y sobre la prestación de servicios defensivos y el valor de los mismos.

Se propone además que las cantidades que han de ser depositadas puedan emplearse para el pago de todos los costos oficiales del Gobierno de los Estados Unidos pagaderos en pesos incluyendo, pero no limitados a ellos, todos los costos relativos a la financiación de las actividades de intercambio internacional cultural y educativo, dentro de los programas autorizados por la Ley de Educación Mutual e Intercambio Cultural de los Estados Unidos, de 1961. (United States Mutual Education and Cultural Exchange Act of 1961).

Se propone finalmente que la repuesta de Vuestra Excelencia en que se manifieste que lo anterior es aceptable para el Gobierno de Colombia, constituya, junto con esta Nota, un acuerdo entre nuestros gobiernos sobre esta materia, efectivo desde y con posterioridad al 7 de febrero de 1972 y aplicable a las entregas de artículos de defensa y prestación de servicios de defensa financiados o convenidos y entregados o prestados en o con posterioridad a esa fecha.

Acepte, Vuestra Excelencia, la renovada seguridad de mi más alta y distinguida consideración."

Me es grato confirmar a Vuestra Excelencia que esta Nota y la de Vuestra Excelencia, de fecha 25 de agosto, consitutye un acuerdo entre nuestros dos Gobiernos sobre los extremos contenidos en las mismas.

Le ruego acepte, señor Embajador, las seguridades de mi más alta y distinguida consideración.

ALFREDO VAZQUEZ CARRIZOSA

Alfredo Vazquez Carrizosa
Ministro de Relaciones Exteriores

A Su Excelencia
el señor LEONARD J. SACCIO
Embajador Extraordinario y Plenipotenciario de las Estados Unidos de América
Ciudad.

Translation

REPUBLIC OF COLOMBIA
MINISTRY OF FOREIGN RELATIONS

D.M. 465 BOGOTÁ, *August 25, 1972*

MR. AMBASSADOR:

I have the honor to acknowledge receipt of Your Excellency's note of August 25, 1972, regarding payment to the United States Government, in Colombian pesos, of 10% of the value of grant military assistance and excess defense articles, granted or delivered to the military forces of Colombia upon their express request, and which states as follows:

[For the English language text, see p. 3149.]

I take pleasure in confirming that this note and Your Excellency's note of August 25, 1972, shall constitute an agreement between our two Governments on this matter.

Accept, Mr. Ambassador, the assurances of my highest and most distinguished consideration.

ALFREDO VÁZQUEZ CARRIZOSA

Alfredo Vázquez Carrizosa
Minister of Foreign Relations

His Excellency
MR. LEONARD J. SACCIO,
Ambassador Extraordinary and Plenipotentiary of the United States of America,
Bogotá.

[RELATED NOTES]

Aide-Memoire

Referring to the conversation between the Ministry of Foreign Relations and the Embassy of the United States on the 25th of August concerning the ten percent deposit requirement for grant military assistance, the Ministry of Foreign Relations will recall that the following decision was reached and agreed upon:

That the clause in the Foreign Ministry's Note DM 465 dated August 25, 1972 "accepted by the Government of Colombia" is understood to refer to services and material given rather than to valuation thereof.

EMBASSY OF THE UNITED STATES OF AMERICA,
BOGOTÁ, *September 11, 1972*

REPÚBLICA DE COLOMBIA
MINISTERIO DE RELACIONES EXTERIORES

S.G. 258

El Ministerio de Relaciones Exteriores saluda atentamente a la Honorable Embajada de los Estados Unidos de América y en relación a su "Aide Mémoire" de fecha 11 del mes en curso, se permite manifestarle que la clausula que aparece en la nota número DM–465 de fecha 25 de agosto de 1.972 . . . "y aceptado por el Gobierno de Colombia", se refiere a las donaciones, artículos excedentes, servicios y material prestados y no al valor de los mismos.

El Ministerio de Relaciones Exteriores hace propicia la ocasión para reiterar a la Honorable Embajada de los Estados Unidos de América las seguridades de su más alta y distinguida consideración.

BOGOTÁ, *septiembre 21 de 1.972*

Translation

REPUBLIC OF COLOMBIA
MINISTRY OF FOREIGN RELATIONS

S.G. 258

The Ministry of Foreign Relations presents its compliments to the Embassy of the United States of America, and, with regard to its Aide Memoire of September 11, 1972, takes the liberty of stating that the clause which appears in note No. DM–465 of August 25, 1972 "and accepted by the Government of Colombia", refers to the grants, surplus articles, services, and material given and not to the value thereof.

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

[Initialed]

BOGOTÁ, *September 21, 1972*

MULTILATERAL

Trade in Wool and Man-Made Fiber Textile Products

Agreement signed on behalf of the United States of America and
The Republic of China at Washington December 30, 1971;
Entered into force December 30, 1971;
Effective October 1, 1971;
The Republic of Korea at Washington January 4, 1972;
Entered into force January 4, 1972;
Effective October 1, 1971;
Hong Kong at Hong Kong January 6, 1972;
Entered into force January 6, 1972;
Effective October 1, 1971.

MULTILATERAL AGREEMENT CONCERNING TRADE IN WOOL AND MAN-MADE FIBER TEXTILE PRODUCTS

The Government of the United States of America and the Government of the Republic of China and other Governments (all herein "participating country" or "participating countries"),

Recognizing the need to take cooperate and constructive action with a view to the orderly development of world trade in wool and man-made fiber textile products,

Have through their Representatives agreed as follows:

1. The Government of the Republic of China and other Governments will enter into agreements with the Government of the United States of America in the respective forms appended [1] to this Agreement limiting their exports to the United States of all wool and man-made fiber textile products, as defined in such respective forms of agreements.

2. Each participating country will take reasonable and appropriate measures to ensure that participating country exports of articles subject to the respective agreements are afforded market access in each participating country on terms no less favorable than those applied to similar articles exported under similar circumstances from non-participating countries and, in any case in which such exports of any

[1] Forms were not appended, but see TIAS 7494, 7498, 7499; *post*, pp. 3158, 3197, 3210.

non-participating country are causing or threatening to cause market disruption, to take such steps and impose such limitations as may be necessary to eliminate such disruption or the threat thereof.

3. The term of this agreement is five years beginning October 1, 1971. This agreement, by further agreement of the participating countries, may be replaced by another multilateral agreement of broader international participation.

4. This agreement shall be executed in separate duplicate counterparts, each of which will be deemed an original.

5. This agreement will enter into force on the date of signature.

DONE at Washington this thirtieth day of December, 1971.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

DAVID M KENNEDY

FOR THE GOVERNMENT OF THE REPUBLIC OF CHINA:

Y T WONG

MULTILATERAL AGREEMENT CONCERNING TRADE IN WOOL AND MAN-MADE FIBER TEXTILE PRODUCTS

The Government of the United States of America and the Government of the Republic of Korea and other Governments (all herein "participating country" or "participating countries"),

Recognizing the need to take cooperate and constructive action with a view to the orderly development of world trade in wool and man-made fiber textile products,

Have through their Representatives agreed as follows:

1. The Government of the Republic of Korea and other Governments will enter into agreements with the Government of the United States of America in the respective forms appended [1] to this Agreement limiting their exports to the United States of all wool and man-made fiber textile products, as defined in such respective forms of agreements.

2. Each participating country will take reasonable and appropriate measures to ensure that participating country exports of articles subject to the respective agreements are afforded market access in each participating country on terms no less favorable than those applied to similar articles exported under similar circumstances from non-participating countries and, in any case in which such exports of any

[1] See footnote 1, p. 3154.

non-participating country are causing or threatening to cause market disruption, to take such steps and impose such limitations as may be necessary to eliminate such disruption or the threat thereof.

3. The term of this agreement is five years beginning October 1, 1971. This agreement, by further agreement of the participating countries, may be replaced by another multilateral agreement of broader international participation.

4. This agreement shall be executed in separate duplicate counterparts, each of which will be deemed an original.

5. This agreement will enter into force on the date of signature.

DONE at Washington this fourth day of January, 1972.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

DAVID M KENNEDY

FOR THE GOVERNMENT OF THE REPUBLIC OF KOREA:

DONG JO KIM

MULTILATERAL AGREEMENT CONCERNING TRADE IN WOOL AND MAN-MADE FIBER TEXTILE PRODUCTS

The Government of the United States of America and the Government of Hong Kong and other Governments (all herein "participating country" or "participating countries"),

Recognizing the need to take cooperative and constructive action with a view to the orderly development of world trade in wool and man-made fiber textile products,

Have through their Representatives agreed as follows:

1. The Government of Hong Kong and other Governments will enter into agreements with the Government of the United States of America in the respective forms appended [1] to this Agreement limiting their exports to the United States of all wool and man-made fiber textile products, as defined in such respective forms of agreements.

2. Each participating country will take reasonable and appropriate measures to ensure that participating country exports of articles subject to the respective agreements are afforded market access in each participating country on terms no less favorable than those applied to similar articles exported under similar circumstances from non-participating countries and, in any case in which such exports of any non-participating country are causing or threatening to cause market

[1] See footnote 1, p. 3154.

disruption, to take such steps and impose such limitations as may be necessary to eliminate such disruption or the threat thereof.

3. The term of this agreement is five years beginning October 1, 1971. This agreement, by further agreement of the participating countries may be replaced by another multilateral agreement of broader international participation.

4. This Agreement shall be executed in separate counterparts, each of which will be deemed an original.

5. This Agreement will enter into force on the date of signature.

DONE at Hong Kong this 6th day of January 1972.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA:

DAVID L OSBORN

FOR THE GOVERNMENT OF HONG KONG:

E. I. LEE

HONG KONG

Trade in Wool and Man-Made Fiber Textile Products

Agreement effected by exchange of notes
Signed at Hong Kong January 6, 1972;
Entered into force January 6, 1972;
Effective October 1, 1971.

The American Consul General to the Hong Kong Director of Commerce and Industry

AMERICAN CONSULATE GENERAL
HONG KONG, B. C. C.,

No. 1 JANUARY 6, 1972

Trade in Wool and Man-Made Fiber Textile Products

SIR:

I refer to recent discussions between our two Governments concerning trade in man-made fiber and wool textile products. As a result of these discussions, I wish to propose the following agreement relating to the export of these products from Hong Kong to the United States.

1. The Government of Hong Kong will limit annual exports of man-made fiber and wool textile products to the United States for a period of five years beginning October 1, 1971 to the limits set forth below and in accordance with this Agreement. In the event that any multilateral international arrangement affecting world trade in cotton, man-made fiber and wool textiles is agreed within the term of this Agreement, and provided that both Governments accept such an arrangement, both Governments agree to consult promptly to review the terms of this agreement and to effect such adjustment as may be mutually agreed as necessary to render the terms of this Agreement consonant with the rights and obligations of both Governments arising from any such international arrangement.

2. Man-made fiber and wool fabrics, yarns and made-up goods (other than apparel) shown under Groups I and III in Annex A shall be controlled pursuant to the terms of the Cotton Textile Agreement of December 17, 1970, as amended; [1] hand-made carpets, rugs and floor

[1] TIAS 7012, 7267; 21 UST 2699; *ante*, p. 6. [Footnote added by the Department of State.]

coverings of man-made fiber and wool are excluded from these arrangements. In the event that the Hong Kong cotton textile bilateral is not extended beyond September 30, 1973, the man-made fiber and wool categories included in Groups I and III of that agreement will be transferred to and controlled under the man-made and wool agreement and the two Governments agree to consult to make the appropriate amendments.

3. Man-made fiber and wool textile apparel shall be subject to aggregate limits for the first agreement year of 210 million square yards equivalent and 40 million square yards equivalent respectively. Within these aggregate limits, the specific limits set out in Annexes B and C shall apply.

4. The aggregate and specific category limits in Annex B may be increased by 5 percent, provided there is an equivalent reduction in yardage in the aggregate limit for Group II of the Cotton Textiles Agreement of December 17, 1970, as amended. Likewise the aggregate and specific limits of Group II of the Cotton Textiles Agreement of December 17, 1970, as amended, may be increased by 5 percent, provided there is an equivalent reduction in yardage in the aggregate limit for man made fiber apparel under this agreement.

5. Within the aggregate limits set out in Annexes B and C, specific category limits may be increased by not more than 5 percent; provided that in any particular case, the combined increases under this paragraph and under paragraph 4 above together do not exceed 5 percent of the specific limit.

6. As from the commencement of the second agreement year, the aggregate and specific limits set out in Annexes B and C shall be increased over the corresponding limits in the preceding agreement year as follows:

(a) for categories with specific limits set out in Annex B at 7 percent per annum;

(b) for the aggregate limit in Annex B, less the sum of the limits for the specific categories, at 7½ percent per annum;

(c) for the aggregate and specific limits set out in Annex C at 1 percent per annum.

7. (a) Provided that exports in the preceding agreement year, including the yardage transferred to and utilized in Group II of the Cotton Textiles Agreement of December 17, 1970, as amended, were below the relevant aggregate and category limit, exports in any agreement year may exceed the applicable aggregate and specific limits by an amount equal to 5 percent of the corresponding limit for the preceding agreement year, or the amount by which exports were below each of the limits applicable in the preceding agreement year, whichever is less.

(b) The limits for the preceding agreement year referred to in sub-paragraph (a) of this paragraph are without adjustments under this paragraph and paragraphs 4 and 5 above.

8. In the event of undue concentration in exports from Hong Kong to the United States of man-made fiber and wool apparel in any category not given a specific limit, the Government of the United States of America may request consultation with the Government of Hong Kong to determine an appropriate course of action. During the course of such consultation, the Government of Hong Kong will not license further exports of the particular product in question.

9. (a) Any textile product which comprises 17 percent or more wool by weight of fiber content, or is in chief weight man-made fiber, but is not in chief weight or chief value cotton, shall be subject to the terms of this Agreement.

(b) In respect of man-made fiber textile products, the Government of Hong Kong shall use a chief weight basis for export control and reporting requirements. The Government of the United States of America classifies imports of man-made fiber textile products on a chief value basis. If problems should arise, the two Governments shall consult promptly with a view to finding a mutually acceptable solution. If no such solution can be achieved, the chief value criterion shall prevail.

10. In the implementation of this Agreement, the system of categories and conversion factors listed in Annex A shall apply. Recognizing that this Agreement aligns, to the best knowledge of the two Governments, Hong Kong's export control practices and United States' classification practices as far as is practicable to do so (unless agreed otherwise), each Government will consult with the other, at the earliest possible opportunity, if it comes to the notice of either Government that any problem in the classification of specific products may be developing; and both Governments will seek by all means at their disposal to resolve any problem of classification practice which may be found to exist, in a manner compatible with the interests of both Governments. Any adjustment which cannot be made during any agreement year will be considered at the annual consultation provided for in paragraph 11.

11. The two Governments agree to consult annually during the last quarter of each agreement year, or at such other times as may be mutually agreed, to review this agreement and to consider any question arising in the implementation of this Agreement.

12. 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.

13. The two Governments recognize that the successful implementation of this Agreement depends in large part upon mutual cooperation on statistical questions. The Government of the United States of America shall promptly supply the Government of Hong Kong with data on monthly imports of man-made fiber and wool textile products from Hong Kong. The Government of Hong Kong shall promptly sup-

ply the Government of the United States of America with pertinent data on anticipated exports in categories not subject to specific limits and data on monthly exports of man-made fiber and wool products to the United States. Each Government agrees to supply promptly any other available statistical data requested by the other Government.

14. If the Government of Hong Kong considers that, as a result of limits specified in this Agreement, Hong Kong is being placed in an inequitable position vis-a-vis a third country, the Government of Hong Kong may request consultation with the Government of the United States of America with a view to taking appropriate remedial action such as a reasonable modification of this Agreement.

15. The Government of Hong Kong shall use its best efforts to space exports from Hong Kong to the United States within each category or combination of categories evenly throughout the agreement year, taking into consideration normal seasonal factors.

16. Either Government may terminate this Agreement, effective at the end of an agreement year, by written notice to the other Government, to be given at least 90 days prior to the end of such agreement year. Either Government may at any time propose revisions in the terms of this Agreement.

If this proposal is acceptable to the Government of Hong Kong, this note and your note of acceptance on behalf of the Government of Hong Kong will constitute an agreement between our two Governments.

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

DAVID L. OSBORN

Enclosures:
1. Annex A
2. Annex B
3. Annex C

The Honorable
E. I. LEE,
Director,
Commerce and Industry Department,
Hong Kong

ANNEX A

Categories of Wool Textile Products

Category	Description	Unit of Measure	Syd. Conversion
Group I:			
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., nes.	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
Group II:			
111	Hosiery	Doz. Pr.	2. 7814
112	Gloves and mittens	Doz. Pr.	2. 093
113	Underwear, knit	Doz.	5. 0
114	Other infants articles, knit, not ornamented	Lb.	1. 95
115	Knit hats and similar items	Doz.	10. 0
116	Knit wearing apparel, nes., valued not over $5 per pound	Lb/Doz.	1. 95/14.88*
117	Knit wearing apparel, nes., valued over $5 per pound	Lb/Doz.	1. 95/14. 88*
118	Hats, caps, not blocked	Doz.	10.0
119	Hats, caps, blocked, finished	Doz.	10.0
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, nes.	Lb.	2.0
Group III:			
126	Lace and not articles including veiling	Lb.	1.95
128	Miscellaneous wool manufactures	Lb.	1.95
131	Braided floor coverings	Sft.	0.1111
132	Wool floor coverings, nes.	Sft.	0.1111

*Whole garments in category 116/117 shall be controlled by Hong Kong in dozens, converting at 14.88 square yards per dozen; other apparel items shall be controlled in pounds, converting at 1.95 square yards per pound.

Categories of Man-Made Textile Products

Category	Description	Unit of Measure	Syd. Conversion
Group I:			
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
	Specialty fabrics	Lb.	7. 8
Group II:			
214	Gloves and mittens, knit, whether or not ornamented	Doz.	3. 52
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, women's, girls' and infants'	Doz.	17. 8
223	Underwear, knit	Doz.	16. 0
224	Other wearing apparel, knit, whether or not ornamented	Lb.	7. 8
225	Body supporting garments	Doz.	4. 75
226	Handkerchiefs	Doz.	1. 66
227	Mufflers, scarves and shawls, not knit	Lb.	7. 8
228	Blouses, not knit	Doz.	14. 53
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
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

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Category	Description	Unit of Measure	Syd. Conversion
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
Group III:			
241	Floor coverings	Sft.	0. 11
242	Other furnishings	Lb.	7. 8
243	Man-made fiber manufactures, nes.	Lb.	7. 8

ANNEX B

Man-Made Fiber Apparel

	Square Yards Equivalent
Aggregate	210, 000, 000
Specifics	
219 knit shirts and blouses	21, 307, 769
221 sweaters and cardigans, knit	31, 203, 153
222/ex-224 trousers, slacks & shorts, knit	10, 533, 692
228 blouses, not knit	18, 155, 158
229 coats, not knit	15, 369, 962
232 pajamas & other nightwear, not knit	9, 697, 521
234 dress shirts, not knit	38, 595, 604
235 other shirts, not knit	17, 778, 453
238 trousers, slacks & shorts, not knit	4, 243, 470
All Other Apparel* (categories 214, 215, 216, 217, 218, 220, 223, ex224, 225, 226, 227, 230, 231, 233, 236, 237, 239, and 240).	43, 115, 218

*The "all other" category is not subject to specific limit. Hence, within the aggregate, the square yard equivalent of shortfalls in exports in categories (or combination of categories) with specific limits may be used in these categories at any time in the agreement year, provided the aggregate limit is not exceeded.

ANNEX C

	Square Yards Equivalent
Wool Apparel	40, 000, 000
116/117 knit Apparel	29, 057, 317
of which sweaters shall not exceed	15, 978, 739
All other apparel* (categories 111, 112, 113, 114, 115, 118, 119, 120, 121, 122, 123, 124, and 125).	10, 942, 683

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*The "all other" category is not subject to specific limit. Hence, within the aggregate, the square yard equivalent of shortfalls in exports in categories (or combination of categories) with specific limits may be used in these categories at any time in the agreement year, provided the aggregate limit is not exceeded.

The Hong Kong Director of Commerce and Industry to the American Consul General

C. & I. 13 (Rev.) (15ST) 2700611
20,000-4/71-B63857

電報掛號
TELEGRAPHIC ADDRESS:—
"CANDIHONG" HONG KONG

本處之參考編號
OUR REF.:

閣下之參考編號
YOUR REF.:

工商業管理處
香港消防大廈
一九七年
COMMERCE & INDUSTRY DEPARTMENT,
FIRE BRIGADE BUILDING,
HONG KONG.

TEL. NO.

CR/EIC 110/5/10/2

6th JANUARY, 1972

SIR,

I refer to your note No. 1 of today's date, proposing an Agreement between the Governments of the United States of America and Hong Kong concerning the trade in man-made fibre and wool textile products, and confirm that it is acceptable to my Government.

2. Accept, Sir, the renewed assurances of my high consideration.

(E. I. Lee)
Director of Commerce & Industry.

DAVID L. OSBORN, Esq.,
Consul-General,
American Consulate-General,
26 Garden Road,
Hong Kong.

JAPAN

Trade in Wool and Man-Made Fiber Textiles

Arrangement effected by exchange of notes
Signed at Washington January 3, 1972;
Entered into force January 3, 1972;
Effective October 1, 1971.
With related notes.

The Japanese Ambassador to the American Ambassador at Large

EMBASSY OF JAPAN
WASHINGTON

WASHINGTON, *January 3, 1972*

EXCELLENCY:

I have the honor to refer to the recent discussions held between the representatives of the Government of Japan and the Government of the United States of America concerning trade in wool and man-made fiber textiles between Japan and the United States and to confirm, on behalf of the Government of Japan, the understanding reached between the two Governments that, with a view to providing for orderly development of trade in wool and man-made fiber textiles between Japan and the United States, the arrangement attached hereto will be applied by the two Governments.

I have further the honor to request you to be good enough to confirm the foregoing understanding on behalf of the Government of the United States of America.

Accept, Excellency, the assurances of my highest consideration.

Enclosure:
Attachment

NOBUHIKO USHIBA
Ambassador Extraordinary and Plenipotentiary of Japan

His Excellency
DAVID M. KENNEDY
Ambassador at Large of the United States of America

ARRANGEMENT BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONCERNING TRADE IN WOOL AND MAN-MADE FIBER TEXTILES BETWEEN JAPAN AND THE UNITED STATES

Preamble

The purpose of this Arrangement is to prevent an abrupt increase and to provide for orderly development of export trade in wool and man-made fiber textiles from Japan to the United States consistent with the healthy development of the textile economies of both countries.

For this purpose and in accordance with the provisions of this Arrangement, Japan will conduct her exports to the United States of wool and man-made fiber textile products to see to it that an aggregate annual increase in the exports of such products will not be in excess of the levels provided for in the Arrangement, and the United States will give consideration in implementing this Arrangement to assuring the full utilization of such levels by Japan.

1. (a) The provisions of this Arrangement will be implemented by the two Governments in accordance with the laws and regulations applicable in their respective countries.

(b) The Government of Japan will apply the restraints provided for in this Arrangement to exports of wool and man-made fiber textiles to the United States for three years beginning October 1, 1971.

2. The two Governments recognize that their rights and obligations under the General Agreement on Tariffs and Trade are not affected by this Arrangement.

3. (a) The annual overall limits for wool and man-made fiber textiles for the three years of this Arrangement are as follows:

	Square Yards Equivalent
October 1, 1971–September 30, 1972	997, 500, 000
October 1, 1972–September 30, 1973	1, 047, 400, 000
October 1, 1973–September 30, 1974	1, 099, 800, 000

(b) Within the annual overall limits provided for in subparagraph (a) above, the annual overall limits for wool textiles will be 42,833,000 square yards equivalent for the first arrangement year, 43,261,000-square yards equivalent for the second arrangement year and 43,694, 000 square yards equivalent for the third arrangement year.

(c) Within the annual overall limits provided for in subparagraph (a) above, the annual overall limits for man-made fiber textiles will be 954,667,000 square yards equivalent for the first arrangement year, 1,004,139,000 square yards equivalent for the second arrangement year and 1,056,106,000 square yards equivalent for the third arrangement year.

4. Within the applicable annual overall limits for wool and man-made fiber textiles set forth in paragraph 3, the annual limits for certain groups of categories, subgroups of categories and specific categories are as set forth in, or determined in accordance with, Annex A.

5. Within the applicable annual overall limits for wool and man-made fiber textiles set forth in paragraph 3, as they may be adjusted pursuant to the provisions of this Arrangement, the limits for exports in any of the groups and subgroups set forth in Annex A may be exceeded by the percentages shown in Annex A for each group and subgroup and in accordance with other provisions of this Arrangement. Within the applicable limits as they may be adjusted in accordance with the provisions of this Arrangement, the limits for exports in the specific categories listed in Annex A may be exceeded in accordance with the note therein and with other provisions of this Arrangement.

6. (a) (i) If, during any arrangement year, the Government of the United States of America considers that imports from Japan in any category not set out in Annex A or in any particular product within any category set out in Annex A are increasing so as to cause or threaten to cause disruption in the United States market, the Government of the United States of America will request consultations with the Government of Japan.

(ii) Pending a mutually satisfactory solution between the two Governments, the Government of Japan will limit exports for that arrangement year in the category or product, as to which such consultations have been requested, to 105 percent for man-made fiber textile categories or products and 103 percent for wool textile categories or products of the level of imports into the United States from Japan of such category or product during the most recent twelve month period preceding the month in which the request for consultations was made for which relevant data are available to the two Governments.

(b) With respect to categories not set forth in Annex A, consultations referred to in subparagraph (a) above will be requested whenever imports from Japan in a twelve month period in such category increase to the level of the imports from Japan of such category for the twelve month period ending March 31, 1971, compounded for each arrangement year by 10 percent for each man-made fiber textile category and 3 percent for each wool category.

Consultations will not be requested for any category under this subparagraph when imports from Japan in such category are not more than 500,000 square yards equivalent for each man-made fiber textile category other than apparel, 350,000 square yards equivalent for each man-made fiber apparel category, and 100,000 square yards equivalent for each wool category.

In the event such consultations are requested at the levels indicated in this subparagraph and pending a mutually satisfactory solution

between the two Governments, the Government of Japan will limit the exports in the category in question in the arrangement year in question to the level of imports in such category to the United States from Japan which formed the basis for the consultation request.

(c) Any consultations provided for in this paragraph will be held and concluded promptly. The Government of the United States of America will provide a detailed factual statement of reasons and justification for its request for consultations, including relevant data on imports from third countries. The Government of the United States of America will make similar consultation requests to the Governments of other countries whose exports to the United States of wool and man-made fiber textiles are subject to restraint in cases where imports from such countries in the same category or product are increasing.

7. (a) (i) During the second and third arrangement years, exports may exceed the annual overall limit for man-made fiber textiles and the annual overall limit for wool textiles as well as the annual limits for the groups, subgroups, specific categories and sublimits set forth in Annex A by carryover of not more than the lesser of 5 percent of the applicable limit in the preceding arrangement year or the actual shortfall in exports under such limit in such preceding arrangement year.

(ii) Carryover of shortfalls in the categories or sublimits set forth in Annex A will be used for exports in the same category or sublimit in which the shortfall occurred.

(iii) Carryover of shortfalls not attributable to shortfalls in categories or sublimits listed in Annex A may be used for the export of textiles of the same fiber not listed in Annex A, subject to the provisions of paragraph 6.

(iv) Exports pursuant to this paragraph will be additional to those pursuant to other provisions in this Arrangement.

(b) (i) A shortfall occurs in man-made fiber textiles only when exports from Japan of man-made fiber textiles are below the annual overall limit provided for in paragraph 3 (c) and, with respect to exports in any specific category or sublimit listed in Annex A, when such exports are also below the limits provided for the applicable group or subgroup as well as for the category or sublimit. A shortfall occurs in wool textiles only when exports of wool textiles are below the annual overall limit provided for in paragraph 3 (b) and, with respect to exports in any specific category or sublimit listed in Annex A, when such exports are also below the limits provided for the applicable group or subgroup as well as for the category or sublimit.

(ii) In determining shortfalls in groups, subgroups, categories or sublimits listed in Annex A, the limits referred to in subparagraph (i) above are without any adjustments provided for in accordance with the provisions of this Arrangement.

8. If the Government of Japan considers that as a result of the restraints specified in this Arrangement, Japan is, or is threatened

to be, placed in an inequitable position vis-à-vis a third country whose exports to the United States of wool and man-made fiber textiles are subject to restraint, or that Japan is, or is threatened to be, put in a substantially disadvantageous position compared with any other exporting country because of such factors as a remarkable increase of exports by such country to the United States, the Government of Japan may request consultations with the Government of the United States of America. Such consultations will be held and concluded promptly with a view to taking appropriate remedial action such as a reasonable modification of this Arrangement. The Government of the United States of America will take such appropriate remedial measures as may be deemed satisfactory by the two Governments in the consultations.

9. (a) During the period of validity of this Arrangement, experts of the Ministry of International Trade and Industry and of the Department of Commerce and of other competent authorities of the two Governments will, in principle, meet monthly to exchange current data on exports and imports between Japan and the United States of the textiles covered by this Arrangement, to review in detail the implementation of the Arrangement, and to consider any problems arising thereunder including flexibility problems and including classification questions. The Government of the United States of America will consider such problems with the Government of Japan in a reasonable manner consistent with the principles set forth in the Preamble.

(b) During the first two years of this Arrangement, these experts will meet to consider the problems arising out of existing export contracts reported prior to October 1, 1971, concerning categories listed in Annex A which, if fulfilled, would cause exports to exceed limits provided for in the first arrangement year and will seek satisfactory solutions to such problems taking into account conditions in the United States market. In the event any excess of first year limits is permitted, it will be deducted from the second year limits.

(c) The experts will also consider hardship situations in either Japan or the United States which may be related to the operation of this Arrangement or the trade conducted thereunder and may make appropriate recommendations to their Governments for the resolution of such situations.

10. The Government of Japan will endeavor to space exports as evenly as practicable on a quarterly basis throughout each arrangement year, taking seasonal factors into account.

11. (a) The textile categories covered by and the rates of conversion applicable under this Arrangement are set forth in Annex B. The scope and definitions of the textiles covered by such categories will be determined in accordance with United States Customs classification and definitions, subject to further clarification where necessary. Any textiles which are wholly or in part of wool and/or man-made fiber,

but not chief value cotton, will be subject to the terms of this Arrangement. Any question with regard to the assignment of such textiles which are not chief value wool or chief value man-made fiber will be subject to consultations between the two Governments, which will take into account the marketing of such textiles in the United States.

(b) Experts of the two Governments will meet as necessary to discuss the application of the above definitions to certain articles which the Government of Japan considers to be products of industries other than the textile and apparel industries, and not to be textile or apparel products.

12. The validity of this Arrangement is for the period of three years beginning October 1, 1971. During the third year of this Arrangement, the two Governments will consider extending the Arrangement for a further period of time.

13. Each Government may at any time propose modification of this Arrangement. The other Government will give sympathetic consideration to such a proposal.

ANNEX A

Group and Category	Category Distribution Within Group (Percent)	Group Limits (Square Yards Equivalent) 1st Year	2nd Year	3rd Year
Group I (7.5%)	100. 0000	156, 837, 000	164, 965, 000	173, 502, 000
206 Woven fabrics, cellulosic, wholly of continuous man-made fiber	23. 8945			
210(a) Woven fabrics, other, of man-made fibers except glass fibers	12. 5392			
(Sublimit for fabrics containing over 17% or more by weight of wool)	(5. 4758)			
211 Knit fabrics	63. 5663			
Group II (5%)	100. 0000	152, 409, 000	160, 307, 000	168, 603, 000
208 Woven fabrics, other, wholly of continuous man-made fiber	77. 5503			
209 Woven fabrics, other, wholly of non-continuous fibers	22. 4497			
Group III				
Subgroup A (10%)	100. 0000	35, 411, 000	37, 246, 000	39, 173, 000
216 Dresses, knit	17. 4836			
222 Trousers, slacks and shorts, knit, women's, girls' and infants'	42. 3622			
236 Skirts, not knit	9. 1853			
238 Trousers, slacks and shorts, not knit	30. 9689			
Subgroup B (2.5%)	100. 0000	92, 596, 000	97, 394, 000	102, 435, 000
219 Shirts, other (including blouses), knit	26. 1617			
221 Sweaters and cardigans, knit	42. 6556			
229 Coats, not knit	31. 1827			

ANNEX A—Continued

Group and Category	Category Distribution Within Group (Percent)	Group Limits (Square Yards Equivalent) 1st Year	2nd Year	3rd Year
Group IV (5%)	100. 0000	35, 298, 000	37, 127, 000	39, 048, 000
228 Blouses, not knit	29. 7074			
234 Dress shirts, not knit	38. 0051			
235 Shirts, other, not knit	32. 2875			
Group V (2.5%)	100. 0000	27, 343, 000	27, 616, 000	27, 893, 000
104 Woven fabrics of wool, including blankets (carriage robes, lap robes, steamer rugs, etc.) over 3 yards in length	100. 0000			
(Sublimit for woven wool fabrics over 6 ounces per square yard)	(73. 9775)			
Group VI (5%)	100. 0000	3, 945, 000	3, 985, 000	4, 025, 000
120 Men's and Boys' suits	35. 5068			
124 Trousers, slacks and shorts	64. 4932			

NOTE: Exports in any category within a group or subgroup may not exceed 103 percent of the group or subgroup limit for that category (as adjusted by the percentage shown) multiplied by the percentage which the category accounted for of the total of U.S. imports from Japan of the categories in that group (subgroup in Group III) during the twelve-month period ending March 31, 1971.

ANNEX B

Category	Description	Unit	Conversion Factor
101	Wool tops and wool advanced	Lb.	1. 95
102	Yarns of Angora Rabbit hair	Lb.	1. 95
103	Other yarns of wool and hair	Lb.	1. 95
104	Woven fabrics of wool, including blankets (carriage robes, lap robes, steamer rugs, etc.) over 3 yards in length	Syd.	1. 0
105	Billiard cloth	Syd.	1. 0
106	Blankets	Lb.	1. 295
107	Carriage and auto robes, etc., n.e.s.	Lb.	1. 295
108	Tapestries and upholstery fabrics	Syd.	1. 0
109	Pile and tufted fabrics	Syd.	1. 0
110	Knit fabrics in the piece	Lb.	1. 95
111	Hosiery	Dpr.	2. 7814
112	Gloves and mittens	Dpr.	2. 093
113	Underwear, knit	Lb.	1. 95
114	Other infants' articles, knit, not ornamented	Lb.	1. 95
115	Knit hats and similar items	Lb.	1. 95
116	Knit wearing apparel, n.e.s., valued not over $5 per pound	Lb.	1. 95
117	Knit wearing apparel, n.e.s., valued over $5 per pound	Lb.	1. 95
118	Hats, caps, not blocked	Lb.	1. 95
119	Hats, caps, blocked, finished	Lb.	1. 95
120	Men's and boys' suits	No.	4. 5
121	Men's and boys' outer coats	No.	4. 5
122	Women's, misses', and children's coats and suits	No.	4. 75
123	Women's, misses', and children's separate skirts	No.	1. 5
124	Trousers, slacks and shorts	No.	1. 5
125	Articles of wearing apparel, n.e.s.	Lb.	2. 0
126	Lace and net articles including veiling	Lb.	1. 95
128	Miscellaneous manufactures of wool	Lb.	1. 95
128(i)	Knit apparel, n.e.s., in part of wool, but not in chief value of cotton, man-made fiber or wool		*
128(ii)	Woven apparel, n.e.s., in part of wool, but not in chief value of cotton, man-made fiber or wool		*
128(iii)	Other wool textiles, n.e.s., in part of wool, but not in chief value of cotton, man-made fiber or wool		*
131	Braided floor coverings	Sft.	0. 11
132	Wool floor coverings, n.e.s.	Sft.	0. 11
200	Textured yarns	Lb.	3. 51
201	Yarn wholly of continuous filament, cellulosic	Lb.	5. 19
202	Yarn wholly of continuous filament, other	Lb.	11. 6

*Categories 128 (i), (ii) and (iii) will be converted to square yards equivalent by component products at the same rate as would apply to such products if they were in chief value wool.

ANNEX B—Continued

Category	Description	Unit	Conversion Factor
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(a)	Woven fabrics, other, of man-made fibers except glass fibers	Syd.	1. 0
210(b)	Woven fabrics, glass fiber	Syd.	1. 0
211	Knit fabrics	Lb.	7. 8
212	Pile and tufted fabrics	Syd.	1. 0
213	Specialty fabrics	Lb.	7. 8
214	Gloves and mittens, knit, whether or not ornamented	Dpr.	3. 53
215	Hosiery	Dpr.	4. 6
216	Dresses, knit	Doz.	45. 3
217	Pajamas and other nightwear, knit	Doz.	51. 96
218	T-shirts, knit	Doz.	7. 24
219	Shirts, other (including blouses), knit	Doz.	18. 36
220	Skirts, knit	Doz.	17. 8
221	Sweaters and cardigans, knit	Doz.	36. 8
222	Trousers, slacks and shorts, knit, women's, girls' and infants'	Doz.	17. 8
223	Underwear, knit	Doz.	16. 0
224	Other wearing apparel, knit, whether or not ornamented	Lb.	7. 8
225	Body-supporting garments	Doz.	4. 75
226	Handkerchiefs	Doz.	1. 66
227	Mufflers, scarves and shawls, not knit	Lb.	7. 8
228	Blouses, not knit	Doz.	14. 53
229	Coats, not knit	Doz.	41. 25
230	Dresses, not knit	Doz.	45. 3
231	Dressing gowns, including bathrobes and beachrobes, not knit	Doz.	51. 0
232	Pajamas and other nightwear, not knit	Doz.	51. 96
233	Playsuits, sunsuits, washsuits, etc., not knit	Doz.	21. 3
234	Dress shirts, not knit	Doz.	22. 19
235	Shirts, other, not knit	Doz.	24. 46
236	Skirts, not knit	Doz.	17. 8
237	Suits, not knit	No.	4. 5
238	Trousers, slacks and shorts, not knit	Doz.	17. 8

ANNEX B—Continued

Category	Description	Unit	Conversion Factor
239	Underwear, not knit	Doz.	16.0
240	Other wearing apparel, not knit, whether or not ornamented	Lb.	7.8
241	Floor coverings	Sft.	0.11
242	Other furnishings	Lb.	7.8
243	Manufactures, n.e.s. of man-made fiber	Lb.	7.8
243(i)	Knit apparel, n.e.s., in part of man-made fiber, not in chief value of cotton, wool or man-made fiber		*
243(ii)	Woven apparel, n.e.s., in part of man-made fiber, not in chief value of cotton, wool or man-made fiber		*
243(iii)	Other man-made fiber textiles, n.e.s., in part of man-made fiber, but not in chief value of cotton, wool or man-made fiber		*

*Categories 243 (i), (ii) and (iii) will be converted to square yards equivalent by component products at the same rate as would apply to such products if they were in chief value man-made fiber.

The American Ambassador at Large to the Japanese Ambassador

JANUARY 3, 1972

EXCELLENCY:

I have the honor to acknowledge the receipt of your Note of today's date, enclosing the arrangement attached thereto concerning trade in wool and man-made fiber textiles between Japan and the United States, which reads as follows:

"Excellency:

"I have the honor to refer to the recent discussions held between the representatives of the Government of Japan and the Government of the United States of America concerning trade in wool and man-made fiber textiles between Japan and the United States and to confirm, on behalf of the Government of Japan, the understanding reached between the two Governments that, with a view to providing for orderly development of trade in wool and man-made fiber textiles between Japan and the United States, the arrangement attached hereto will be applied by the two Governments.

"I have further the honor to request you to be good enough to confirm the foregoing understanding on behalf of the Government of the United States of America.

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

Enclosure:
Attachment

"ARRANGEMENT BETWEEN THE GOVERNMENT OF JAPAN AND THE GOVERNMENT OF THE UNITED STATES OF AMERICA CONCERNING TRADE IN WOOL AND MAN-MADE FIBER TEXTILES BETWEEN JAPAN AND THE UNITED STATES

"PREAMBLE

"The purpose of this Arrangement is to prevent an abrupt increase and to provide for orderly development of export trade in wool and man-made fiber textiles from Japan to the United States consistent with the healthy development of the textile economies of both countries.

"For this purpose and in accordance with the provisions of this Arrangement, Japan will conduct her exports to the United States of wool and man-made fiber textile products to see to it that an aggregate annual increase in the exports of such products will not be in excess of the levels provided for in the Arrangement, and the United States will give consideration in implementing this Arrangement to assuring the full utilization of such levels by Japan.

"1. (a) The provisions of this Arrangement will be implemented by the two Governments in accordance with the laws and regulations applicable in their respective countries.

"(b) The Government of Japan will apply the restraints provided for in this Arrangement to exports of wool and man-made fiber textiles to the United States for three years beginning October 1, 1971.

"2. The two Governments recognize that their rights and obligations under the General Agreement on Tariffs and Trade are not affected by this Arrangement.

"3. (a) The annual overall limits for wool and man-made fiber textiles for the three years of this Arrangement are as follows:

	Square Yards Equivalent
October 1, 1971–September 30, 1972	997, 500, 000
October 1, 1972–September 30, 1973	1, 047, 400, 000
October 1, 1973–September 30, 1974	1, 099, 800, 000

"(b) Within the annual overall limits provided for in subparagraph (a) above, the annual overall limits for wool textiles will be 42,833,000 square yards equivalent for the first arrangement year, 43,261,000 square yards equivalent for the second arrangement year and 43,694,000 square yards equivalent for the third arrangement year.

"(c) Within the annual overall limits provided for in subparagraph (a) above, the annual overall limits for man-made fiber textiles will be 954,667,000 square yards equivalent for the first

arrangement year, 1,004,139,000 square yards equivalent for the second arrangement year and 1,056,106,000 square yards equivalent for the third arrangement year.

"4. Within the applicable annnual overall limits for wool and man-made fiber textiles set forth in paragraph 3, the annual limits for certain groups of categories, subgroups of categories and specific categories are as set forth in, or determined in accordance with, Annex A.

"5. Within the applicable annual overall limits for wool and man-made fiber textiles set forth in paragraph 3, as they may be adjusted pursuant to the provisions of this Arrangement, the limits for exports in any of the groups and subgroups set forth in Annex A may be exceeded by the percentages shown in Annex A for each group and subgroup and in accordance with other provisions of this Arrangement. Within the applicable limits as they may be adjusted in accordance with the provisions of this Arrangement, the limits for exports in the specific categories listed in Annex A may be exceeded in accordance with the note therein and with other provisions of this Arrangement.

"6. (a) (i) If, during any arrangement year, the Government of the United States of America considers that imports from Japan in any category not set out in Annex A or in any particular product within any category set out in Annex A are increasing so as to cause or threaten to cause disruption in the United States market, the Government of the United States of America will request consultations with the Government of Japan.

"(ii) Pending a mutually satisfactory solution between the two Governments, the Government of Japan will limit exports for that arrangement year in the category or product, as to which such consultations have been requested, to 105 percent for man-made fiber textile categories or products and 103 percent for wool textile categories or products of the level of imports into the United States from Japan of such category or product during the most recent twelve month period preceding the month in which the request for consultations was made for which relevant data are available to the two Governments.

"(b) With respect to categories not set forth in Annex A, consultations referred to in subparagraph (a) above will be requested whenever imports from Japan in a twelve month period in such category increase to the level of the imports from Japan of such category for the twelve month period ending March 31, 1971, compounded for each arrangement year by 10 percent for each man-made fiber textile category and 3 percent for each wool category.

"Consultations will not be requested for any category under this subparagraph when imports from Japan in such category are not more than 500,000 square yards equivalent for each man-made fiber textile category other than apparel, 350,000 square yards

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equivalent for each man-made fiber apparel category, and 100,000 square yards equivalent for each wool category.

"In the event such consultations are requested at the levels indicated in this subparagraph and pending a mutually satisfactory solution between the two Governments, the Government of Japan will limit the exports in the category in question in the arrangement year in question to the level of imports in such category to the United States from Japan which formed the basis for the consultation request.

"(c) Any consultations provided for in this paragraph will be held and concluded promptly. The Government of the United States of America will provide a detailed factual statement of reasons and justification for its request for consultations, including relevant data on imports from third countries. The Government of the United States of America will make similar consultation requests to the Governments of other countries whose exports to the United States of wool and man-made fiber textiles are subject to restraint in cases where imports from such countries in the same category or product are increasing.

"7. (a)(i) During the second and third arrangement years, exports may exceed the annual overall limit for man-made fiber textiles and the annual overall limit for wool textiles as well as the annual limits for the groups, subgroups, specific categories and sublimits set forth in Annex A by carryover of not more than the lesser of 5 percent of the applicable limit in the preceding arrangement year or the actual shortfall in exports under such limit in such preceding arrangement year.

"(ii) Carryover of shortfalls in the categories or sublimits set forth in Annex A will be used for exports in the same category or sublimit in which the shortfall occurred.

"(iii) Carryover of shortfalls not attributable to shortfalls in categories or sublimits listed in Annex A may be used for the export of textiles of the same fiber not listed in Annex A, subject to the provisions of paragraph 6.

"(iv) Exports pursuant to this paragraph will be additional to those pursuant to other provisions in this Arrangement.

"(b)(i) A shortfall occurs in man-made fiber textiles only when exports from Japan of man-made fiber textiles are below the annual overall limit provided for in paragraph 3(c) and, with respect to exports in any specific category or sublimit listed in Annex A, when such exports are also below the limits provided for the applicable group or subgroup as well as for the category or sublimit. A shortfall occurs in wool textiles only when exports of wool textiles are below the annual overall limit provided for in paragraph 3(b) and, with respect to exports in any specific category or sublimit listed in Annex A, when such exports are also below the limits provided for the applicable group or subgroup as well as for the category or sublimit.

(ii) In determining shortfalls in groups, subgroups, categories or sublimits listed in Annex A, the limits referred to in subparagraph (i) above are without any adjustments provided for in accordance with the provisions of this Arrangement.

"8. If the Government of Japan considers that as a result of the restraints specified in this Arrangement, Japan is, or is threatened to be, placed in an inequitable position vis-a-vis a third country whose exports to the United States of wool and man-made fiber textiles are subject to restraint, or that Japan is, or is threatened to be, put in a substantially disadvantageous position compared with any other exporting country because of such factors as a remarkable increase of exports by such country to the United States, the Government of Japan may request consultations with the Government of the United States of America. Such consultations will be held and concluded promptly with a view to taking appropriate remedial action such as a reasonable modification of this Arrangement. The Government of the United States of America will take such appropriate remedial measures as may be deemed satisfactory by the two Governments in the consultations.

"9. (a) During the period of validity of this Arrangement, experts of the Ministry of International Trade and Industry and of the Department of Commerce and of other competent authorities of the two Governments will, in principle, meet monthly to exchange current data on exports and imports between Japan and the United States of the textiles covered by this Arrangement, to review in detail the implementation of the Arrangement, and to consider any problems arising thereunder including flexibility problems and including classification questions. The Government of the United States of America will consider such problems with the Government of Japan in a reasonable manner consistent with the principles set forth in the Preamble.

"(b) During the first two years of this Arrangement, these experts will meet to consider the problems arising out of existing export contracts reported prior to October 1, 1971, concerning categories listed in Annex A which, if fulfilled, would cause exports to exceed limits provided for in the first arrangement year and will seek satisfactory solutions to such problems taking into account conditions in the United States market. In the event any excess of first year limits is permitted, it will be deducted from the second year limits.

"(c) The experts will also consider hardship situations in either Japan or the United States which may be related to the operation of this Arrangement or the trade conducted thereunder and may make appropriate recommendations to their Governments for the resolution of such situations.

"10. The Government of Japan will endeavor to space exports as evenly as practicable on a quarterly basis throughout each arrangement year, taking seasonal factors into account.

"11. (a) The textile categories covered by and the rates of conversion applicable under this Arrangement are set forth in Annex B. The scope and definitions of the textiles covered by such categories will be determined in accordance with United States Customs classification and definitions, subject to further clarification where necessary. Any textiles which are wholly or in part of wool and/or man-made fiber, but not chief value cotton, will be subject to the terms of this Arrangement. Any question with regard to the assignment of such textiles which are not chief value wool or chief value man-made fiber will be subject to consultations between the two Governments, which will take into account the marketing of such textiles in the United States.

"(b) Experts of the two Governments will meet as necessary to discuss the application of the above definitions to certain articles which the Government of Japan considers to be products of industries other than the textile and apparel industries, and not to be textile or apparel products.

"12. The validity of this Arrangement is for the period of three years beginning October 1, 1971. During the third year of this Arrangement, the two Governments will consider extending the Arrangement for a further period of time.

"13. Each Government may at any time propose modification of this Arrangement. The other Government will give sympathetic consideration to such a proposal."

"ANNEX A

Group and Category	Category Distribution Within Group (Percent)	Group Limits (Square Yards Equivalent) 1st Year	2nd Year	3rd Year
Group I (7.5%)	100. 0000	156, 837, 000	164, 965, 000	173, 502, 000
206 Woven fabrics, cellulosic, wholly of continuous man-made fiber	23. 8945			
210(a) Woven fabrics, other, of man-made fibers except glass fibers	12. 5392			
(Sublimit for fabrics containing over 17% or more by weight of wool)	(5. 4758)			
211 Knit fabrics	63. 5663			
Group II (5%)	100. 0000	152, 409, 000	160, 307, 000	168, 603, 000
208 Woven fabrics, other, wholly of continuous man-made fiber	77. 5503			
209 Woven fabrics, other, wholly of non-continuous fibers	22. 4497			
Group III				
Subgroup A (10%)	100. 0000	35, 411, 000	37, 246, 000	39, 173, 000
216 Dresses, knit	17. 4836			
222 Trousers, slacks and shorts, knit, women's, girls' and infants'	42. 3622			
236 Skirts, not knit	9. 1853			
238 Trousers, slacks and shorts, not knit	30. 9689			
Subgroup B (2.5%)	100. 0000	92, 596, 000	97, 394, 000	102, 435, 000
219 Shirts, other (including blouses), knit	26. 1617			
221 Sweaters and cardigans, knit	42. 6556			
229 Coats, not knit	31. 1827			

"ANNEX A—Continued

Group and Category		Category Distribution Within Group (Percent)	Group Limits (Square Yards Equivalent) 1st Year	2nd Year	3rd Year
Group IV (5%)		100. 0000	35, 298, 000	37, 127, 000	39, 048, 000
228	Blouses, not knit	29. 7074			
234	Dress shirts, not knit	38. 0051			
235	Shirts, other, not knit	32. 2875			
Group V (2.5%)		100. 0000	27, 343, 000	27, 616, 000	27, 893, 000
104	Woven fabrics of wool, including blankets (carriage robes, lap robes, steamer rugs, etc.) over 3 yards in length	100. 0000			
	(Sublimit for woven wool fabrics over 6 ounces per square yard)	(73. 9775)			
Group VI (5%)		100. 0000	3, 945, 000	3, 985, 000	4, 025, 000
120	Men's and Boys' suits	35. 5068			
124	Trousers, slacks and shorts	64. 4932			

NOTE: Exports in any category within a group or subgroup may not exceed 103 percent of the group or subgroup limit for that category (as adjusted by the percentage shown) multiplied by the percentage which the category accounted for of the total of U.S. imports from Japan of the categories in that group (subgroup in Group III) during the twelve-month period ending March 31, 1971.

"ANNEX B

Category	Description	Unit	Conversion Factor
101	Wool tops and wool advanced	Lb.	1. 95
102	Yarns of Angora Rabbit hair	Lb.	1. 95
103	Other yarns of wool and hair	Lb.	1. 95
104	Woven fabrics of wool, including blankets (carriage robes, lap robes, steamer rugs, etc.) over 3 yards in length	Syd.	1. 0
105	Billiard coth	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	Dpr.	2. 7814
112	Gloves and mittens	Dpr.	2. 093
113	Underwear, knit	Lb.	1. 95
114	Other infants' articles, knit, not ornamented	Lb.	1. 95
115	Knit hats and similar items	Lb.	1. 95
116	Knit wearing apparel, n.e.s., valued not over $5 per pound	Lb.	1. 95
117	Knit wearing appearl, n.e.s., valued over $5 per pound	Lb.	1. 95
118	Hats, caps, not blocked	Lb.	1. 95
119	Hats, caps, blocked, finished	Lb.	1. 95
120	Men's and boys' suits	No.	4. 5
121	Men's and boys' outer coats	No.	4. 5
122	Women's, misses', and children's coats and suits	No.	4. 75
123	Women's, misses', and children's separate skirts	No.	1. 5
124	Trousers, slacks and shorts	No.	1. 5
125	Articles of wearing apparel, n.e.s.	Lb.	2. 0
126	Lace and net articles including veiling	Lb.	1. 95
128	Miscellaneous manufactures of wool	Lb.	1. 95
128(i)	Knit apparel, n.e.s., in part of wool, but not in chief value of cotton, man-made fiber or wool		*
128(ii)	Woven apparel, n.e.s., in part of wool, but not in chief value of cotton, man-made fiber or wool		*
128(iii)	Other wool textiles, n.e.s., in part of wool, but not in chief value of cotton, man-made fiber or wool		*
131	Braided floor coverings	Sft.	0. 11
132	Wool floor coverings, n.e.s.	Sft.	0. 11
200	Textured yarns	Lb.	3. 51
201	Yarn wholly of continuous filament, cellulosic	Lb.	5. 19
202	Yarn wholly of continuous filament, other	Lb.	11. 6

*Categories 128 (i), (ii) and (iii) will be converted to square yards equivalent by component products at the same rate as would apply to such products if they were in chief value wool.

"ANNEX B—Continued

Category	Description	Unit	Conversion Factor
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(a)	Woven fabrics, other, of man-made fibers except glass fibers	Syd.	1. 0
210(b)	Woven fabrics, glass fiber	Syd.	1. 0
211	Knit fabrics	Lb.	7. 8
212	Pile and tufted fabrics	Syd.	1. 0
213	Specialty fabrics	Lb.	7. 8
214	Gloves and mittens, knit, whether or not ornamented	Dpr.	3. 53
215	Hosiery	Dpr.	4. 6
216	Dresses, knit	Doz.	45. 3
217	Pajamas and other nightwear, knit	Doz.	51. 96
218	T-shirts, knit	Doz.	7. 24
219	Shirts, other (including blouses), knit	Doz.	18. 36
220	Skirts, knit	Doz.	17. 8
221	Sweaters and cardigans, knit	Doz.	36. 8
222	Trousers, slacks and shorts, knit, women's, girls' and infants'	Doz.	17. 8
223	Underwear, knit	Doz.	16. 0
224	Other wearing apparel, knit, whether or not ornamented	Lb.	7. 8
225	Body-supporting garments	Doz.	4. 75
226	Handkerchiefs	Doz.	1. 66
227	Mufflers, scarves and shawls, not knit	Lb.	7. 8
228	Blouses, not knit	Doz.	14. 53
229	Coats, not knit	Doz.	41. 25
230	Dresses, not knit	Doz.	45. 3
231	Dressing gowns, including bathrobes and beachrobes, not knit	Doz.	51. 0
232	Pajamas and other nightwear, not knit	Doz.	51. 96
233	Playsuits, sunsuits, washsuits, etc., not knit.	Doz.	21. 3
234	Dress shirts, not knit	Doz.	22. 19
235	Shirts, other, not knit	Doz.	24. 46
236	Skirts, not knit	Doz.	17. 8
237	Suits, not knit	No.	4. 5
238	Trousers, slacks and shorts, not knit	Doz.	17. 8
239	Underwear, not knit	Doz.	16. 0
240	Other wearing apparel, not knit, whether or not ornamented.	Lb.	7. 8
241	Floor coverings	Sft.	0. 11
242	Other furnishings	Lb.	7. 8

"ANNEX B—Continued

Category	Description	Unit	Conversion Factor
243	Manufactures, n.e.s. of man-made fiber	Lb.	7.8
243(i)	Knit apparel, n.e.s., in part of man-made fiber, not in chief value of cotton, wool or man-made fiber		*
243(ii)	Woven apparel, n.e.s., in part of man-made fiber, not in chief value of cotton, wool or man-made fiber		*
243(iii)	Other man-made fiber textiles, n.e.s., in part of man-made fiber, but not in chief value of cotton, wool or man-made fiber		*

*Categories 243 (i), (ii) and (iii) will be converted to square yards equivalent by component products at the same rate as would apply to such products if they were in chief value man-made fiber."

I have further the honor to confirm the foregoing understanding on behalf of the Government of the United States of America.

Accept, Excellency, the assurances of my highest consideration.

DAVID M. KENNEDY
Ambassador at Large
of the United States of America

His Excellency
NOBUHIKO USHIBA
Ambassador Extraordinary and
Plenipotentiary of Japan

[RELATED NOTES]

EMBASSY OF JAPAN
WASHINGTON

WASHINGTON, *January 3, 1972*

EXCELLENCY:

I have the honor to refer to the Arrangement between the Government of Japan and the Government of the United States of America concerning Trade in Wool and Man-Made Fiber Textiles between Japan and the United States attached to the Exchange of Notes of January 3, 1972 (hereinafter referred to as "the Wool and Man-Made Fiber Textiles Arrangement") and to confirm, on behalf of the Government of Japan, the understanding reached between the two Governments that in the event of and effective upon the conclusion of a bilateral arrangement between the two Governments concerning trade in cotton textiles for 1972 and the first nine months period of 1973, [1] the provisions set forth below will be regarded as forming part of the Wool and Man-Made Fiber Textiles Arrangement:

[1] TIAS 7271, 7335; *ante*, pp. 27, 690. [Footnote added by the Department of State.]

Without regard to the provisions of paragraphs 3 and 6 of the Wool and Man-Made Fiber Textiles Arrangement and provided that there is an equivalent square yard shortfall in exports under the cotton textiles arrangement during 1972 and the first nine months period of 1973 respectively, exports of yarns in categories 200–205 may be increased by up to 46,578,000 square yards equivalent in the first year and 48,947,000 square yards equivalent in the second year of the Wool and Man-Made Fiber Textiles Arrangement.

I should be grateful if you would confirm the foregoing understanding on behalf of the Government of the United States of America.

Accept, Excellency, the assurances of my highest consideration.

NOBUHIKO USHIBA
Ambassador Extraordinary and Plenipotentiary of Japan

His Excellency
DAVID M. KENNEDY
Ambassador at Large of the United States of America

JANUARY 3, 1972

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's Note of today's date which reads as follows:

"Excellency:

"I have the honor to refer to the Arrangement between the Government of Japan and the Government of the United States of America concerning Trade in Wool and Man-Made Fiber Textiles between Japan and the United States attached to the Exchange of Notes of January 3, 1972 (hereinafter referred to as "the Wool and Man-Made Fiber Textiles Arrangement") and to confirm, on behalf of the Government of Japan, the understanding reached between the two Governments that in the event of and effective upon the conclusion of a bilateral arrangement between the two Governments concerning trade in cotton textiles for 1972 and the first nine months period of 1973, the provisions set forth below will be regarded as forming part of the Wool and Man-Made Fiber Textiles Arrangement:

"Without regard to the provisions of paragraphs 3 and 6 of the Wool and Man-Made Fiber Textiles Arrangement and provided that there is an equivalent square yard shortfall in exports under the cotton textiles arrangement during 1972 and the first nine months period of 1973 respectively, exports of yarns in categories 200–205 may be increased by up to 46,578,000 square yards equivalent in the first year and 48,947,000 square yards equivalent in the second year of the Wool and Man-Made Fiber Textiles Arrangement.

"I should be grateful if you would confirm the foregoing understanding on behalf of the Government of the United States of America.

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

I have further the honor to confirm the foregoing understanding on behalf of the Government of the United States of America.

Accept, Excellency, the assurances of my highest consideration.

DAVID M. KENNEDY
Ambassador at Large
of the United States of America

His Excellency
NOBUHIKO USHIBA
Ambassador Extraordinary and
Plenipotentiary of Japan

REPUBLIC OF KOREA

Trade in Cotton Textiles

Agreement amending the agreement of December 30, 1971.
Effected by exchange of notes
Signed at Washington September 15, 1972;
Entered into force September 15, 1972.

The Secretary of State to the Korean Ambassador

DEPARTMENT OF STATE
WASHINGTON

SEPTEMBER 15, 1972

EXCELLENCY:

I have the honor to refer to the agreement between our two Governments concerning exports of cotton textile products from the Republic of Korea to the United States effected by exchange of notes on December 30, 1971, [1] and in particular to paragraph 5 of the agreement relating to specific limits. Pursuant to recent conversations between representatives of our two Governments, I have the honor to propose that the list of categories under "Group II" of this paragraph be amended to delete Category 63. Exports of cotton textiles in Category 63 for the second and succeeding years of the agreement will be subject to the provisions of paragraph 7.

If the foregoing is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of the Republic of Korea shall constitute an amendment of the cotton textile agreement effected by exchange of notes on December 30, 1971.

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

For the Secretary of State:

WILLIS C. ARMSTRONG

His Excellency
DONG JO KIM,
Ambassador of Korea.

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[1] TIAS 7250; 22 UST 2092.

The Korean Ambassador to the Secretary of State

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D.C.

KAM 72/189

SEPTEMBER 15, 1972

I have the honor to acknowledge the receipt of Your Excellency's note of today's date which reads as follows:

"I have the honor to refer to the agreement between our two Governments concerning exports of cotton textile products from the Republic of Korea to the United States effected by exchange of notes on December 30, 1971, and in particular to paragraph 5 of the agreement relating to specific limits. Pursuant to recent conversations between representatives of our two Governments, I have the honor to propose that the list of categories under "Group II" of this paragraph be amended to delete Category 63. Exports of cotton textiles in Category 63 for the second and succeeding years of the agreement will be subject to the provisions of paragraph 7.

If the foregoing is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of the Republic of Korea shall constitute an amendment of the cotton textile agreement effected by exchange of notes on December 30, 1971."

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 that Your Excellency's note and this reply thereto constitute an agreement between our two Governments on this subject.

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

DONG-JO KIM

Dong-Jo Kim
Ambassador

His Excellency
WILLIAM P. ROGERS
Secretary of State
Department of State
Washington, D.C.

BOLIVIA

Agricultural Commodities

Agreement amending the agreement of March 7, 1969. Effected by exchange of notes Dated at La Paz March 24, 1971, and April 20, 1972; Entered into force April 20, 1972.

The American Embassy to the Bolivian Ministry of Foreign Affairs and Worship

No. 56

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Worship and has the honor to refer to the Agreement between the Government of the United States of America and the Government of the Republic of Bolivia for the sale of agricultural commodities to the Bolivian Mining Corporation (COMIBOL), signed on March 7, 1969,[1] under United States Public Law 480.[2]

Part II, Item V, of this Agreement provides that the self-help measures set forth in Part II, Item V, in the Agricultural Commodities Agreement signed March 7, 1969,[3] between the Government of the United States of America and the Government of Bolivia are applicable as well to the Agreement of the same date with COMIBOL. In addition, Part II, Item VI stipulates that the sales proceeds realized under the COMIBOL agreement will be retained on a stand-by basis, and should the need arise in 1969 they will be used for budget support with priority to agricultural budget activities. This language is identical to that appearing in the Agreement with the Government of Bolivia.

COMIBOL has requested that the proceeds from the sales of agricultural commodities which have been deposited in the Counterpart D-2 Account from the Agreement of January 16, 1968,[4] and the Agreement of March 7, 1969, be released for the construction of a major hospital in the mining areas. While COMIBOL's request is consistent with the self-help measures set forth in its Agreement of 1968, the request is not consistent with the self-help language of the Agreement for 1969 as indicated above.

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[1] TIAS 6653; 20 UST 486.
[2] 80 Stat. 1526; 7 U.S.C. § 1701 *et seq.*
[3] TIAS 6652; 20 UST 481.
[4] TIAS 6571, 7101; 19 UST 6153; 22 UST 568.

It will be observed that a strict interpretation of the self-help language contained in Part II, Items V and VI, of the 1969 Agreement with COMIBOL would not include social projects undertaken by COMIBOL as being among those purposes for which proceeds realized under the Agreement could be used. However, since the dollar liability incurred under the Agreement is for COMIBOL's account and since COMIBOL does deposit the sales proceeds in the Counterpart D-2 Account, the Government of the United States of America is of the opinion that COMIBOL should be entitled to the deposits made in the Counterpart D-2 Account, net of those amounts for United States Government uses, for economic development purposes in accordance with the self-help language of the 1968 Agreement.

Therefore, the Government of the United States of America is pleased to suggest the following amendment to the March 7, 1969, Public Law 480 Agreement with COMIBOL:

That Items V and VI of Part II be deleted in their entirety and that the following Items V and VI be substituted in their place:

"Item V. *Self-Help*

"A. The self-help measures provided in Item V of Part II in the Agricultural Commodities Agreement signed March 7, 1969, between the Government of the United States of America and the Government of Bolivia are applicable to this Agreement as well.

"B. In addition, the Government of Bolivia agrees to execution by the Corporación Minera de Bolivia (hereinafter referred to as COMIBOL) of programs to improve living and working conditions in the mines utilizing COMIBOL's own private resources as well as other resources available to COMIBOL. These programs will include, but are not limited to, better housing, improved health facilities, and improved educational opportunities in the mining areas."

"Item VI. *Economic Development Purposes for Which Proceeds Referred to in Paragraph 4 of the Dollar Credit Annex are to be Used.*

"For purposes specified in Item V and for other economic development purposes as may be mutually agreed upon."

The Government of the United States of America has the honor to propose that, if these understandings meet with the approval of the Government of Bolivia, this Note and the Government of Bolivia's Note in reply constitute an Agreement between the two Governments on this matter.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs and Worship the assurances of its highest consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
LA PAZ, *March 24, 1971*

The Bolivian Ministry of Foreign Affairs and Worship to the American Embassy

REPUBLICA DE BOLIVIA
MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

DGAE-B-368/27

El Ministerio de Relaciones Exteriores y Culto, saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América, y con relación a su Nota Verbal N° 10, de 22 de enero de 1972, y a la Nota de esta Cancillería N° DGAE-B-139-9, de 25 de febrero de 1972, tiene el honor de referirse a lo expuesto por esa Embajada en Nota Verbal N° 56, de fecha 24 de marzo de 1971, cuyo texto es el siguiente:

No. 56.-La Embajada de los Estados Unidos de América presenta sus saludos al Ministerio de Relaciones Exteriores y Culto y tiene el honor de referirse al Convenio entre el Gobierno de los Estados Unidos de América y el Gobierno de la República de Bolivia, para la venta de productos agrícolas a la Corporación Minera de Bolivia (COMIBOL), bajo la Ley Pública 480 de los Estados Unidos, firmado el 7 de marzo de 1969.

La Parte II, Item V de este Convenio con COMIBOL, estipula que las medidas de auto-ayuda establecidas en la Parte II, Item V, del Convenio de Productos Agrícolas, firmado el 7 de marzo de 1969, entre el Gobierno de los Estados Unidos de América y el Gobierno de Bolivia, se aplican, así como también al Convenio con COMIBOL de la misma fecha. Además la Parte II, Item VI, estipula que "Los fondos acumulados bajo este Convenio serán retenidos en calidad de respaldo financiero (stand-by) y si fuere necesario en 1969, se los utilizará para respaldar el presupuesto, dando prioridad al presupuesto para actividades agrícolas." Este texto es el mismo que aparece en el Convenio con el Gobierno de Bolivia.

COMBIBOL ha solicitado que los ingresos por la venta de productos agrícolas, que han sido depositados hasta la fecha en la Cuenta de Contrapartida D-2 del Convenio de 16 de enero de 1968, y el Convenio de 7 de marzo de 1969, sean utilizados para la construcción de un hospital principal en las áreas mineras. Aunque la solicitud de COMIBOL está de acuerdo con las medidas de auto-ayuda establecidas con el Convenio de 1968, la solicitud no está de acuerdo con el texto de auto-ayuda del Convenio para 1969, como se menciona arriba.

Deberá observarse que una estricta interpretación del texto de auto-ayuda, contenida en la Parte II, Items V y VI del Convenio de 1969 con COMIBOL, no incluiría proyectos sociales llevados a cabo por COMIBOL, entre los cuales se pueda utilizar los fondos acumulados bajo este Convenio. Sin embargo, la obligación de

pago en dólares contraída bajo este Convenio, es por cuenta de COMIBOL, y como COMIBOL deposita el producto de las ventas en la Cuenta de Contrapartida D–2, el Gobierno de los Estados Unidos de América es de la opinión de que COMIBOL debería tener derecho a los depósitos efectuados en la Cuenta de Contrapartida D–2 neto del monto establecido, para el uso del Gobierno de los Estados Unidos, para fines de desarrollo económico, de acuerdo con el texto de auto-ayuda del Convenio de 1968.

Por lo tanto, el Gobierno de los Estados Unidos de América, se complace en sugerir la siguiente enmienda al Convenio bajo la Ley Pública 480 con COMIBOL de 7 de marzo de 1969:

Que los Items V y Vi de la Parte II sean suprimidos en su totalidad y que los siguientes Items V y VI sean substituídos en su lugar:
Item V. Auto-Ayuda.

A. Las medidas de auto-ayuda estipuladas en el Item V de la Parte II del Convenio sobre productos agrícolas, firmado el 7 de marzo de 1969, entre el Gobierno de los Estados Unidos de América y el Gobierno de Bolivia se aplican asimismo a este Convenio.

B. Además, el Gobierno de Bolivia acuerda llevar a cabo por intermedio de la Corporación Minera de Bolivia (de aquí en adelante denominada COMIBOL), programas para mejorar las condiciones de vida y trabajo en las minas, utilizando COMIBOL sus propios recursos así como también otros recursos disponibles por COMIBOL. Estos programas incluirán, pero no están limitados a: mejorar la vivienda, los centros de salud y las oportunidades de educación en las areas mineras.

Item VI. Objectivos de Desarrollo Económico para los Cuales el Producto Referido en el Párrafo 4 del Anexo de Crédito en Dólares deberá ser Utilizado. Para los propósitos especificados en el Item V y para otros propósitos de desarrollo económico como se pueda mutuamente convenir.

El Gobierno de los Estados Unidos de América, tiene el honor de proponer que, si estos entendimientos coinciden con la aprobación del Gobierno de Bolivia, esta Nota y la Nota de contestación del Gobierno de Bolivia establecen un Convenio entre los dos Gobiernos sobre este asunto.

La Embajada de los Estados Unidos de América aprovecha esta oportunidad para renovar al Ministerio de Relaciones Exteriores y Culto las seguridades de su más alta consideración

EMBAJADA DE LOS ESTADOS UNIDOS DE AMÉRICA.
LA PAZ, *24 de marzo de 1971.*

95-005 O - 73 - 48

El Ministerio de Relaciones Exteriores y Culto a tiempo de expresar a la Honorable Embajada de los Estados Unidos de América, la conformidad del Gobierno de Bolivia, con los términos de la Nota arriba transcrita, la misma que, con esta respuesta, constituye un acuerdo entre nuestros dos Gobiernos sobre la materia, hace propicia la oportunidad para renovarle las seguridades de su más alta y distinguida consideración.

[SEAL]

LA PAZ, *abril 20 de 1972.*

A la Honorable
EMBAJADA DE LOS ESTADOS UNIDOS DE AMÉRICA
Presente

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

DGAE-B-368/27

The Ministry of Foreign Affairs and Worship presents its compliments to the Embassy of the United States of America and, in connection with the Embassy's note No. 10 of January 22, 1972, and Ministry Note No. DGAE-B-139-9 of February 25, 1972, [1] has the honor to refer to the contents of Embassy note No. 56 of March 24, 1971, the text of which reads as follows:

[For the English language text, see p. 3192.]

The Ministry of Foreign Affairs and Worship informs the Embassy of the United States of America that the Government of Bolivia concurs in the terms of the above-transcribed note, which, together with this reply, shall constitute an agreement between our two Governments on this matter, and avails itself of this opportunity to renew to the Embassy the assurances of its highest and most distinguished consideration.

[SEAL] [Initialed]

LA PAZ, *April 20, 1972*

EMBASSY OF THE UNITED STATES OF AMERICA,
La Paz.

[1] Not printed.

REPUBLIC OF CHINA

Trade in Wool and Man-Made Fiber Textile Products

Agreement effected by exchange of notes
Signed at Washington December 30, 1971;
Entered into force December 30, 1971;
Effective October 1, 1971.
And amending agreements
Effected by exchange of notes
Signed at Washington September 20, 1972;
Entered into force September 20, 1972.
And exchange of notes
Signed at Washington November 16, 1972;
Entered into force November 16, 1972.

The American Ambassador at Large to the Chinese Director General, Board of Foreign Trade

DEPARTMENT OF STATE
WASHINGTON

DECEMBER 30, 1971

EXCELLENCY:

I refer to recent discussions between our two governments concerning exports of wool and man-made fiber textile products from the Republic of China to the United States of America. As a result of those discussions, I propose the following Agreement.

1. The Republic of China shall limit exports of wool and man-made fiber textile products to the United States of America for the five agreement years beginning October 1, 1971, and extending through September 30, 1976, to the annual aggregate, group and specific limits set forth in Annex A, and in accordance with the provisions of this Agreement.

2. (a) Within the applicable aggregate and group limits shown in Annex A, for wool and man-made fiber textiles, the following specific limits shall apply for the first agreement year.

Wool textile products

Category	Millions Square Yards Equivalent
116	1.6
117	1.0

Man-made fiber textile products

Category	Millions Square Yards Equivalent
211	5.0
213	50.0
216	25.0
219	78.0
221	110.0
222	50.0
228	5.0
232	25.0
234	20.0
235	32.0

(b) Within the annual aggregate and group limits set forth in Annex A, the specific limits set forth in (a) of this paragraph for man-made fiber textile products shall be increased over the preceding agreement year by 9.5 percent and 9 percent for the second and third agreement years respectively. During the third year, the two governments shall consult to determine the growth rates appropriate for man-made fiber textiles to distribute between the fourth and fifth year the balance remaining of the five-year aggregate limit shown in Annex A after deduction of the aggregate limits provided for the first three years. The growth rates determined in such consultations shall also be applied to the group and specific limits provided for herein.

(c) The specific limits for wool textile products set forth in (a) of this paragraph shall be increased beginning with the second agreement year by 1 percent for each agreement year over the preceding agreement year.

3. The following procedures shall apply during each agreement year with respect to all exports in that year in each category of man-made fiber and wool textile products not subject to a specific limit under paragraph 2 above:

(a) By August 15 of each agreement year the two Governments shall consult regarding anticipated exports in each such category during the succeeding agreement year. The Government of the Republic of China, in such consultations, shall notify the Government of the United States of America of its anticipated exports by category. 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.

(b) When the Government of the United States of America requests consultations, the Government of the Republic of China 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 (a) 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 China 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.

(c) If no consultations are requested by the Government of the United States of America, the Government of the Republic of China shall not permit exports to exceed the level stated by the Government of the Republic of China under (a) 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 China may request such agreement at any time it believes appropriate. The Government of the United States of America shall give due consideration to such request and shall respond promptly thereto.

4. The following shall be applied separately to the wool textile aggregate, group and specific limits and to the man-made fiber textile aggregate, group and specific limits:

(a) For any agreement year subsequent to the first agreement year and immediately following a year of a shortfall (i.e., a year in which textile exports from the Republic of China were below the aggregate limit and any group and specific limits applicable to the category concerned) the Government of the Republic of China may permit exports to exceed these limits by carryover in the following amounts and manner:

(i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limit and shall not exceed either five percent of the aggregate limit or five percent of the applicable group limit in the year of the shortfall, and

(ii) in the case of shortfalls in the categories subject to specific limits the carryover shall be used in the same category in which the shortfall occurred, and shall not exceed five percent of the specific limit in the year of the shortfall, and

(iii) in the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred and shall not be used to exceed any applicable specific limit except in accordance with the provisions of paragraph 7 and shall be subject to the provisions of paragraph 3 of this Agreement.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraphs 5, 6, or 7.

(c) The carryover shall be in addition to the exports permitted in paragraphs 5, 6, and 7 of this Agreement.

5. In addition to the amounts provided for under paragraphs 2 and 4, aggregate exports of man-made fiber textiles may be increased by an amount equal to 5 percent of the aggregate limit, and within

that amount, exports in any group or category may be exceeded by 5 percent of the applicable group and category limits, provided that exports under the bilateral cotton textile agreement for the corresponding year ending December 31, are below the aggregate limit and the comparable group and category limits established therein by an equivalent square yard amount. In applying this paragraph only, the maximum allowable exports under the bilateral cotton textile agreement shall be deemed the "limits".

6. Within the applicable aggregate limits, as they may be adjusted under paragraphs 4 and 5, exports in the apparel groups for man-made fiber textiles and for wool textiles may exceed the applicable group limits as adjusted pursuant to paragraph 5 by 5 percent of such adjusted limits in each year and exports in the other groups may exceed the group limits applicable thereto as adjusted pursuant to paragraph 5 by 10 percent.

7. Within the applicable aggregate and group limits as adjusted pursuant to paragraphs 4, 5, and 6, exports in any category given a specific limit may exceed that limit by not more than 5 percent in addition to the amount authorized under paragraph 4; provided, however, that the total of exports authorized for any category under this paragraph and paragraph 5 shall not exceed 5 percent of the unadjusted category limit for the year in question.

8. The Government of the Republic of China shall use its best efforts to space exports to the United States of America as evenly as practicable taking into account seasonal factors.

9. If the Government of the Republic of China considers that as a result of limits specified in this Agreement the Republic of China is being placed in an inequitable position vis-a-vis a third country, the Government of the Republic of China may request consultations with a view to taking appropriate remedial action such as a reasonable modification of this Agreement.

10. Each government agrees to supply promptly any relevant available statistical data requested by the other government. In particular, the governments agree to exchange monthly data on exports and imports of wool and man-made fiber textiles from the Republic of China to the United States of America.

11. (a) For the purpose of this Agreement the schedules of categories and conversion factors attached hereto as Annex B shall apply.

(b) (i) Any textile product which is wholly or in part of wool and/or man-made fiber, but is not in chief value cotton, shall be subject to the terms of this Agreement.

(ii) For purpose of this Agreement a product covered under (b) (i) shall be treated as a wool textile product if in chief value wool or if, (a) it is 17 percent or more by weight of wool, or, (b) the weight of the wool component is not less than the weight of the man-made fiber content, or (c) the product contains no man-made fiber. All other textile products provided for under (b) (i) shall be considered man-made fiber textile products.

(c) Both governments agree to take such measures as may be appropriate to prevent the evasion of this Agreement by substitution, transshipment, or other means.

12. (a) The governments agree to consult on any question arising in the implementation of this Agreement. 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.

(b) Experts of the two governments shall meet to consider hardship situations which may exist at the outset of the present Agreement. The experts may make recommendations to the two governments for appropriate solutions. In considering these situations, conditions in both countries shall be taken into account.

13. The Government of the Republic of China 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 China in implementing the limitations of this Agreement.

14. A schedule of handicraft and art articles which shall be exempt from the limitations of this Agreement shall be developed by the two governments and incorporated into this Agreement as Annex C.

15. Either government may terminate this Agreement effective at the end of an agreement year by written notice to the other government to be given at least 90 days prior to the end of such agreement year. Either government may at any time propose revisions in the terms of this Agreement.

If this proposal is acceptable to the Government of the Republic of China, this note and your note of confirmation on behalf of the Government of the Republic of China shall constitute an Agreement between the Government of the United States of America and the Government of the Republic of China.

Accept, Excellency, the assurances of my highest consideration.

For the Secretary of State:

DAVID M. KENNEDY

Ambassador at Large
of the United States of America

His Excellency
Y. T. WONG
Director General,
Board of Foreign Trade,
Republic of China.

Enclosures: Annex A
Annex B

ANNEX A

MAN-MADE FIBER AND WOOL TEXTILE PRODUCTS

1. The aggregate and group limits for exports of man-made fiber textiles from the Republic of China to the United States of America for the five years beginning October 1, 1971, shall not exceed 2,670,000,000 square yards equivalent. The totals for the first three years are indicated below in square yards equivalent.

PERIOD	LIMIT
October 1, 1971–September 30, 1972	
Aggregate	467, 500, 000
Group I – Apparel (Categories 214–240)	401, 500, 000
Group II – Fabric (Categories 206–213)	52, 000, 000
Group III – Other (Categories 200–205, 241–243)	14, 000, 000
October 1, 1972–September 30, 1973	
Aggregate	511, 912, 500
Group I – Apparel (Categories 214–240)	439, 642, 500
Group II – Fabric (Categories 206–213)	56, 940, 000
Group III – Other (Categories 200–205, 241–243)	15, 330, 000
October 1, 1973–September 30, 1974 [1]	
Aggregate	557, 984, 600
Group I – Apparel (Categories 214–240)	479, 210, 300
Group II – Fabric (Categories 206–213)	62, 064, 600
Group III – Other (Categories 200–205, 241–243)	16, 709, 700

2. The aggregate and group limits in square yards equivalent for exports of wool textiles from the Republic of China to the United States of America for the periods indicated below are:

PERIOD	LIMIT
October 1, 1971–September 30, 1972	
Aggregate	4, 747, 000
Group I – Apparel (Categories 111–125)	4, 347, 000
Group II – Fabrics, made-ups & miscellaneous (Categories 101–110, 128–132)	400, 000
October 1, 1972–September 30, 1973	
Aggregate	4, 794, 500
Group I – Apparel (Categories 111–125)	4, 390, 500
Group II – Fabric, made-ups and miscellaneous (Categories 101–110, 128–132)	414, 000
October 1, 1973–September 30, 1974	
Aggregate	4, 842, 500
Group I – Apparel (Categories 111–125)	4, 434, 400
Group II – Fabric, made-ups & miscellaneous (Categories 101–110, 128–132)	408, 100
October 1, 1974–September 30, 1975	
Aggregate	4, 890, 900
Group I – Apparel (Categories 111–125)	4, 478, 700
Group II – Fabric, made-ups & miscellaneous (Categories 101–110, 128–132)	412, 200

[1] See paragraph 2(b) of this Agreement regarding fourth and fifth year limits.

PERIOD	LIMIT
October 1, 1975–September 30, 1976	
Aggregate	4, 939, 800
Group I – Apparel (Categories 111–125)	4, 523, 500
Group II – Fabric, made-ups, and miscellaneous (Categories 101–110, 128–132)	416, 300

3. Growth in the group and specific limits in the second and succeeding years shall be at the same rate as growth in the aggregate limit in the second and succeeding years.

ANNEX B

Categories of Wool Textile Products

Category Number	Description	Unit	Conversion Factor
101	Wool tops and wool advanced	Lb.	1. 95
102	Yarns of Angora Rabbit hair	Lb.	1. 95
103	Other yarns of wool and hair	Lb.	1. 95
104	Woven fabrics of wool, including blankets (carriage robes, lap robes, steamer rugs, etc.) over 3 yards in length	Syd.	1. 0
105	Billiard cloth	Syd.	1. 0
106	Blankets	Lb.	1. 295
107	Carriage and auto robes, etc., n.e.s.	Lb.	1. 295
108	Tapestries and upholstery fabrics	Syd.	1. 0
109	Pile and tufted fabrics	Syd.	1. 0
110	Knit fabrics in the piece	Lb.	1. 95
111	Hosiery	Dpr.	2. 7814
112	Gloves and mittens	Dpr.	2. 093
113	Underwear, knit	Lb.	1. 95
114	Other infants' articles, knit, not ornamented	Lb.	1. 95
115	Knit hats and similar items	Lb.	1. 95
116	Knit wearing apparel, n.e.s., valued not over $5 per pound	Lb.	1. 95
117	Knit wearing apparel, n.e.s., valued over $5 per pound	Lb.	1. 95
118	Hats, caps, not blocked	Lb.	1. 95
119	Hats, caps, blocked, finished	Lb.	1. 95
120	Men's and boys' suits	No.	4. 5
121	Men's and boys' outer coats	No.	4. 5
122	Women's, misses', and children's coats and suits	No.	4. 75
123	Women's, misses', and children's separate skirts	No.	1. 5
124	Trousers, slacks and shorts	No.	1. 5
125	Articles of wearing apparel, n.e.s.	Lb.	2. 0
126	Lace and net articles including veiling	Lb.	1. 95
128	Miscellaneous manufactures of wool	Lb.	1. 95
131	Braided floor coverings	Sft.	0. 11
132	Wool floor coverings, n.e.s.	Sft.	0. 11

Categories of Man-Made Fiber Textile Products

Category Number	Description	Unit	Conversion Factor
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 fiber	Syd.	1. 0
210	Woven fabrics, other, of man-made fiber	Syd.	1. 0
211	Knit fabrics	Lb.	7. 8
212	Pile and tufted fabrics	Syd.	1. 0
213	Specialty fabrics	Lb.	7. 8
214	Gloves and mittens, knit, whether or not ornamented	Dpr.	3. 53
215	Hosiery	Dpr.	4. 6
216	Dresses, knit	Doz.	45. 3
217	Pajamas and other nightwear, knit	Doz.	51. 96
218	T-shirts, knit	Doz.	7. 24
219	Shirts, other (including blouses), knit	Doz.	18. 36
220	Skirts, knit	Doz.	17. 8
221	Sweaters and cardigans, knit	Doz.	36. 8
222	Trousers, slacks and shorts, knit, women's, girls' and infants'	Doz.	17. 8
223	Underwear, knit	Doz.	16. 0
224	Other wearing apparel, knit, whether or not ornamented	Lb.	7. 8
225	Body-supporting garments	Doz.	4. 75
226	Handkerchiefs	Doz.	1. 66
227	Mufflers, scarves and shawls, not knit	Lb.	7. 8
228	Blouses, not knit	Doz.	14. 53
229	Coats, not knit	Doz.	41. 25
230	Dresses, not knit	Doz.	45. 3
231	Dressing gowns, including bathrobes and beachrobes, not knit	Doz.	51. 0
232	Pajamas and other nightwear, not knit	Doz.	51. 96
233	Playsuits, sunsuits, washsuits, etc., not knit	Doz.	21. 3
234	Dress shirts, not knit	Doz.	22. 19
235	Shirts, other, not knit	Doz.	24. 46
236	Skirts, not knit	Doz.	17. 8
237	Suits, not knit	No.	4. 5
238	Trousers, slacks and shorts, not knit	Doz.	17. 8
239	Underwear, not knit	Doz.	16. 0
240	Other wearing apparel, not knit, whether or not ornamented	Lb.	7. 8
241	Floor coverings	Sft.	0. 11
242	Other furnishings	Lb.	7. 8
243	Manufactures, n.e.s. of man-made fiber	Lb.	7. 8

The Chinese Director General, Board of Foreign Trade, to the American Ambassador at Large

DECEMBER 30, 1971

EXCELLENCY:

I have the honor to acknowledge receipt of your note of this date containing a proposed agreement on the exports of wool and man-made fiber textiles from the Republic of China to the United States of America for the period from October 1, 1971 and extending through September 30, 1976, under the terms expressed therein.

I wish to confirm that the Government of the Republic of China accepts the proposed agreement contained in your note of the above-mentioned date and agrees that Your Excellency's note and this note of confirmation shall constitute an agreement between our two Governments.

I renew to Your Excellency the assurances of my highest consideration.

Y. T. WONG

Y. T. Wong
Director General
Board of Foreign Trade
Republic of China

His Excellency
DAVID M. KENNEDY
Ambassador at Large
Department of State
Washington, D.C.

[AMENDING AGREEMENTS]

DEPARTMENT OF STATE
WASHINGTON

SEPTEMBER 20, 1972

EXCELLENCY:

I have the honor to refer to the agreement between our two Governments concerning exports of wool and man-made fiber textile products from the Republic of China to the United States effected by exchange of notes on December 30, 1971, and in particular to that portion of Annex B of the agreement entitled "Categories of Man-made Fiber Textile Products". Pursuant to recent conversations between representatives of our two Governments, I have the honor to propose that the description of Category 222 as contained in

Annex B be amended to read as follows: "Trousers, slacks and shorts, knit, men's, boys', women's, girls' and infants' ".

If the foregoing is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of the Republic of China shall constitute an amendment of the wool and man-made fiber textile agreement effected by exchange of notes on December 30, 1971.

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

For the Secretary of State:

WILLIS C. ARMSTRONG

His Excellency
JAMES C. H. SHEN,
Chinese Ambassador.

EMBASSY OF THE REPUBLIC OF CHINA
WASHINGTON, D.C. 20008

SEPTEMBER 20, 1972

EXCELLENCY:

I have the honor to acknowledge receipt of your note of this date which reads as follows:

"EXCELLENCY:

"I have the honor to refer to the agreement between our two Governments concerning exports of wool and man-made fiber textile products from the Republic of China to the United States effected by exchange of notes on December 30, 1971, and in particular to that portion of Annex B of the agreement entitled "Categories of Man-made Fiber Textile Products". Pursuant to recent conversation between representatives of our two Governments, I have the honor to propose that the description of Category 222 as contained in Annex B be amended to read as follows: "Trousers, slacks and shorts, knit, men's, boys', women's, girls' and infants' ".

"If the foregoing is acceptable to your Government, this note and Your Excellency's note of acceptance on behalf of the Government of the Republic of China shall constitute an amendment of the wool and man-made fiber textile agreement effected by exchange of notes on December 30, 1971.

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

I have further the honor to confirm the foregoing understanding on behalf of the Government of the Republic of China.

Accept, Excellency, the assurances of my highest consideration.

JAMES C. H. SHEN

James C. H. Shen
Ambassador of the Republic of China

The Honorable
WILLIAM P. ROGERS
Secretary of State
The Department of State
2201 C Street, N.W.
Washington, D.C. 20520

DEPARTMENT OF STATE
WASHINGTON

NOVEMBER 16, 1972

EXCELLENCY:

I have the honor to refer to the agreement between our two Governments concerning exports of wool and man-made fiber textile products from the Republic of China to the United States effected by exchange of notes on December 30, 1971, and in particular to that portion of Annex A of the agreement establishing aggregate and group limits for exports of wool textile products. Pursuant to recent conversations between representatives of our two Governments, I propose that the aforesaid portion of Annex A be amended to read as follows:

"2. The aggregate and group limits in square yards equivalent for exports of wool textiles from the Republic of China to the United States of America for the periods indicated are:

PERIOD	LIMIT (Sq. Yds. Equiv.)
October 1, 1971–September 30, 1972	
Aggregate	4, 747, 000
Group I – Apparel (Categories 111–125)	4, 347, 000
Group II – Fabric, made-ups & miscellaneous (Categories 101–110, 126, 128–132)	400, 000
October 1, 1972–September 30, 1973	
Aggregate	4, 794, 500
Group I – Apparel (Categories 111–125)	3, 990, 500
Group II – Fabric, made-ups & miscellaneous (Categories 101–110, 126, 128–132)	804, 000

PERIOD	LIMIT (Sq.Yds. Equiv.)
October 1, 1973–September 30, 1974	
Aggregate	4, 842, 500
Group I – Apparel (Categories 111–125)	4, 030, 400
Group II – Fabric, made-ups & miscellaneous (Categories 101–110, 126, 128–132)	812, 100
October 1, 1974–September 30, 1975	
Aggregate	4, 890, 900
Group I – Apparel (Categories 111–125)	4, 070, 700
Group II – Fabric, Made-ups & miscellaneous (Categories 101–110, 126, 128–132)	820, 200
October 1, 1975–September 30, 1976	
Aggregate	4, 939, 800
Group I – Apparel (Categories 111–125)	4, 111, 400
Group II – Fabric, made-ups & miscellaneous (Categories 101–110, 126, 128–132)	828, 400

If the foregoing is acceptable to your Government, this note and Your Excellency's note on behalf of the Government of the Republic of China shall constitute an amendment of the wool and man-made fiber textile agreement effected by exchange of notes on December 30, 1971.

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

For the Secretary of State:

WILLIS C. ARMSTRONG

His Excellency
JAMES C. H. SHEN,
Chinese Ambassador.

EMBASSY OF THE REPUBLIC OF CHINA
WASHINGTON, D.C. 20008

NOVEMBER 16, 1972

EXCELLENCY:

I have the honor to refer to your note of November 16, 1972, proposing an amendment to Annex A of the Wool and Man-Made Fiber Textile Agreement between the governments of the Republic of China and the United States of America effected by exchange of notes on December 31, 1971.

On behalf of the Government of the Republic of China, I accept the amendment proposed in Your Excellency's note and agree that your note and this note of acceptance constitute an amendment of the Wool and Man-Made Fiber Textile Agreement between our two Governments.

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

JAMES C. H. SHEN

James C. H. Shen

The Honorable WILLIAM P. ROGERS
Secretary of State
The Department of State
Washington, D.C. 20520

REPUBLIC OF KOREA

Trade in Wool and Man-Made Fiber Textile Products

Agreement effected by exchange of notes
Signed at Washington January 4, 1972;
Entered into force January 4, 1972;
Effective October 1, 1971.
With related notes
Dated at Washington September 20, 1972.

The American Ambassador at Large to the Korean Ambassador

DEPARTMENT OF STATE
WASHINGTON

JANUARY 4, 1972

Excellency:

I refer to recent discussions between our two governments concerning exports of wool and man-made fiber textile products from the Republic of Korea to the United States of America. As a result of those discussions, I propose the following agreement.

1. The Republic of Korea shall limit exports of wool and man-made fiber textile products to the United States for the five agreement years beginning October 1, 1971, and extending through September 30, 1976, to the annual aggregate, group and specific limits set forth in Annex A, and in accordance with the provisions of this Agreement.

2. (a) Within the applicable aggregate and group limits shown in Annex A, for wool and man-made fiber textiles, the following specific limits shall apply for the first agreement year:

Wool Textile Products

Category	Thousand Square Yards Equivalent
104	1,505.9
120	1,413.6

Man-made Fiber Textile Products

Category	Thousand Square Yards Equivalent
211	13, 282. 5
216	5, 250. 3
219	58, 301. 1
221	80, 186. 7
222	11, 080. 3
228	8, 664. 7
229	24, 699. 4
234	66, 378. 4
235	27, 073. 2
238	2, 642. 2

(b) Within the annual aggregate and group limits set forth in Annex A, the specific limits set forth in (a) of this paragraph for man-made fiber textile products shall be increased over the preceding agreement year by 9 percent for the second year and 8 percent for the third year. During the third year, the two governments shall consult to determine the growth rates appropriate for man-made fiber textiles to distribute between the fourth and fifth year the balance remaining of the five-year aggregate limit shown in Annex A after deduction of the aggregate limits provided for the first three years. The growth rates determined in such consultations shall also be applied to the group and specific limits provided for herein.

(c) The specific limits for wool textile products set forth in (a) of this paragraph shall be increased beginning with the second agreement year by 1 percent for each agreement year over the preceding agreement year.

3. The following procedures shall apply during each agreement year with respect to all exports in that year in each category of man-made fiber and wool textile products not subject to a specfic limit under paragraph 2 above.

(a) By August 15 of each 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 the next 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

(b) 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 (a) 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

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level requested by the Government of the United States of America at the conclusion of such consultations.

(c) 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 (a) 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.

4. The following shall be applied separately to the wool textile aggregate, group and specific limits and to the man-made fiber textile aggregate, group and specific limits.

(a) For any agreement year subsequent to the first agreement year and immediately following a year of a shortfall (i.e., a year in which textile exports from the Republic of Korea were below the aggregate limit and any group and specific limits applicable to the category concerned) the Government of the Republic of Korea may permit exports to exceed these limits by carryover in the following amounts and manner·

(i) The carryover shall not exceed the amount of shortfall in either the aggregate limit or any applicable group or specific limit and shall not exceed either five percent of the aggregate limit or five percent of the applicable group limit in the year of the shortfall, and

(ii) in the case of shortfalls in the categories subject to specific limits the carryover shall be used in the same category in which the shortfall occurred, and shall not exceed five percent of the specific limit in the year of the shortfall, and

(iii) in the case of shortfalls not attributable to categories subject to specific limits, the carryover shall be used in the same group in which the shortfall occurred and shall not be used to exceed any applicable specific limit except in accordance with the provisions of paragraph 7 and shall be subject to the provisions of paragraph 3 of this Agreement.

(b) The limits referred to in subparagraph (a) of this paragraph are without any adjustments under this paragraph or paragraphs 5, 6 or 7

(c) The carryover shall be in addition to the exports permitted in paragraphs 5, 6 and 7 of this Agreement.

5. In addition to the amounts provided for under paragraphs 2 and 4, aggregate exports of man-made fiber textiles may be increased by an amount equal to 5 percent of the aggregate limit, and within that amount, exports in any group or category may be exceeded by 5 percent of the applicable group and category limits, provided that exports under the cotton textile agreement for the corresponding year ending December 31 are below the aggregate limit and the comparable group and category limits established therein by an equivalent square yard

amount. In applying this paragraph only, the maximum allowable exports under the cotton textile agreement shall be deemed the "limits"

6. Within the applicable aggregate limits, as they may be adjusted under paragraphs 4 and 5, exports in the apparel groups for man-made fiber textiles and for wool textiles may exceed the applicable group limits as adjusted pursuant to paragraph 5 by 5 percent of such adjusted limits in each year and exports in the other groups may exceed the group limits applicable thereto as adjusted pursuant to paragraph 5 by 10 percent.

7 Within the applicable aggregate and group limits as adjusted pursuant to paragraphs 4, 5, and 6, exports in any category given a specific limit may exceed that limit by not more than 5 percent in addition to the amount authorized under paragraph 4, provided, however, that the total of exports authorized for any category under this paragraph and paragraph 5 shall not exceed 5 percent of the unadjusted category limit for the year in question. Within the applicable group limits for each group, the square yard equivalent of any shortfalls occurring in exports in the categories given specific limits may be used in any category not given a specific limit.

8. The Government of the Republic of Korea shall use its best efforts to space exports to the United States of America as evenly as practicable taking into account seasonal factors.

9. Each government agrees to supply promptly any relevant available statistical data requested by the other government. In particular, the governments agree to exchange monthly data on exports and imports of wool and man-made fiber textiles from the Republic of Korea to the United States of America.

10. (a) For the purpose of this Agreement the schedules of categories and conversion factors attached hereto as Annex B shall apply

(b) (i) Any textile product which is wholly or in part of wool and/or man-made fiber, but is not in chief value cotton, shall be subject to the terms of this Agreement, whether or not listed in Annex B.

(b) (ii) For purposes of this Agreement a product covered under (b) (i) and not listed in Annex B shall be treated as a wool textile product if (a) it is 17 percent or more by weight of wool, or (b) the weight of the wool component is not less than the weight of the man-made fiber content, or (c) the product contains no man-made fiber. All other products under (b) (i) but not listed in Annex B shall be considered man-made fiber textile products.

(c) Both governments agree to take such measures as may be appropriate to prevent the evasion of this Agreement by substitution, transshipment or other means.

11. (a) The governments agree to consult on any question arising in the implementation of this Agreement. 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.

(b) Experts of the two governments shall meet to consider hardship situations which may exist at the outset of this Agreement. The experts may make recommendations to the two governments for appropriate solutions. In considering these situations, conditions in both countries shall be taken into account.

12. 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 limitations of this Agreement.

13. A schedule of handicraft and art articles which shall be exempt from the limitations of this Agreement shall be developed by the two governments and incorporated into this Agreement as Annex C. [1]

14. If the Government of the Republic of Korea considers that as a result of limitations specified in this Agreement, the Republic of Korea is being placed in an inequitable position vis-a-vis a third country, the Government of the Republic of Korea may request consultation with the Government of the United States of America with the view to taking appropriate remedial action such as a reasonable modification of this Agreement.

15. Either government may terminate this Agreement effective at the end of an agreement year by written notice to the other government to be given at least 90 days prior to the end of such agreement year. Either government may at any time propose revisions in the terms of this Agreement.

If this proposal is acceptable to the Government of the Republic of Korea, this note and your note of confirmation on behalf of the Government of the Republic of Korea shall constitute an agreement between the Government of the Republic of Korea and the Government of the United States of America.

Accept, Excellency, the assurances of my highest consideration.

For the Secretary of State.

DAVID M. KENNEDY

David M. Kennedy
Ambassador at Large

His Excellency
DONG JO KIM,
Ambassador of Korea.

[1] See p. 3218. [Footnote added by the Department of State.]

ANNEX A

Man-Made Fiber and Wool Textile Products

1. The aggregate and group limits for exports of man-made fiber textiles from the Republic of Korea to the United States of America for the five years beginning October 1, 1971, shall not exceed 1,954,400,000 square yards equivalent. The totals for the first three years are indicated below in square yards equivalent.

Period	Limits
October 1, 1971–September 30, 1972	
Aggregate	344, 300, 000
Group I—Apparel (Categories 214–240)	296, 442, 300
Group II—Fabric (Categories 206–213)	16, 044, 600
Group III—Other (Categories 200–205, 241–243)	31, 813, 100
October 1, 1972–September 30, 1973	
Aggregate	375, 287, 000
Group I—Apparel (Categories 214–240)	323, 122, 100
Group II—Fabric (Categories 206–213)	17, 488, 600
Group III—Other (Categories 200–205, 241–243)	34, 676, 300
October 1, 1973–September 30, 1974	
Aggregate	405, 310,000
Group I—Apparel (Categories 214–240)	348, 971, 900
Group II—Fabric (Categories 206–213)	18, 887, 700
Group III—Other (Categories 200–205, 241–243)	37, 450, 400
October 1, 1974–September 30, 1975 [1]	
Aggregate	
Group I—Apparel (Categories 214–240)	
Group II—Fabric (Categories 206–213)	
Group III—Other (Categories 200–205, 241–243)	
October 1, 1975–September 30, 1976 [1]	
Aggregate	
Group I—Apparel (Categories 214–240)	
Group II—Fabric (Categories 206–213)	
Group III—Other (Categories 200–205, 241–243)	

2. The aggregate and group limits in square yards equivalent for Korean exports of wool textiles to the United States for the periods indicated below are:

Period	Limits
October 1, 1971–September 30, 1972	
Aggregate	12, 730, 000
Group I—Apparel (Categories 111–125)	10, 600, 000
Group II—Fabric, made-ups & miscellaneous (Categories 101–110, 128–132)	2, 130, 000
October 1, 1972–September 30, 1973	
Aggregate	12, 857, 300
Group I—Apparel (Categories 111–125)	10, 706, 000
Group II—Fabric, made-ups, and miscellaneous (Categories 101–110, 128–132)	2, 151, 300
October 1, 1973–September 30, 1974	
Aggregate	12, 985, 900
Group I—Apparel (Categories 111–125)	10, 813, 100
Group II—Fabric, made-ups & miscellaneous (Categories 101–110, 128–132)	2, 172, 800

[1] See paragraph 2(b) of this agreement regarding fourth and fifth year limits.

Period	Limits
October 1, 1974–September 30, 1975	
Aggregate	13, 115, 700
Group I—Apparel (Categories 111–125)	10, 921, 200
Group —IIFabric, made-ups & miscellaneous (Categories 101–110, 128–132)	2, 194, 500
October 1, 1975–September 30, 1976	
Aggregate	13, 246, 900
Group I—Apparel (Categories 111–125)	11, 030, 400
Group II—Fabric, made-ups, and miscellaneous (Categories 101–110, 128–132)	2, 216, 500

3. Growth in the group and specific limits in the second and succeeding years shall be at the same rate as growth in the aggregate limit in the second and succeeding years.

ANNEX B

Categories of Wool Textile Products

Category	Description	Unit of Measure	Syd. Conversion
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 robs, 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., nes.	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, nes., valued not over $5 per pound	Lb.	1. 95
117	Knit wearing apparel, nes., 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	Woman'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, nes.	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.	0111
132	Wool floor coverings, nes.	Sft.	0111
200	Textured yarns	Lb.	3. 51

Category	Description	Unit of Measure	Syd. Conversion
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	Lb.	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 noncontinuous 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 women's girls' and infants'	Doz.	17. 8
223	Underwear, knit	Doz.	16. 0
224	Other wearing apparel, knit, whether or not ornamented	Lb.	7. 8
225	Body supporting garments	Doz.	4. 75
226	Handkerchiefs	Doz.	1. 66
227	Mufflers, scarves and shawls, not knit	Lb.	7. 8
228	Blouses, not knit	Doz.	14. 53
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
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, nes.	Lb.	7. 8

The Korean Ambassador to the American Ambassador at Large

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D.C.

KAM 72/2 JANUARY 4, 1972

EXCELLENCY:

I have the honor to acknowledge the receipt of Your Excellency's note of January 4, 1972, concerning the exports of wool and man-made fiber textile products from the Republic of Korea to the United States of America.

I have 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 that Your Excellency's note and this reply constitute an agreement between our two Governments.

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

DONG JO KIM

Dong-Jo Kim
Ambassador

His Excellency
DAVID M. KENNEDY
Ambassador at Large
Department of State
Washington, D.C.

[RELATED NOTES]

EMBASSY OF THE REPUBLIC OF KOREA
WASHINGTON, D.C.

KAM 72/192

The Ambassador of the Republic of Korea presents his compliments to His Excellency, the Secretary of State and has the honor to refer to Article 13 of the Agreement on Wool and Man-made Fiber Textiles between Korea and the United States dated January 4, 1972 and to propose that the following list of traditional "Korean items", not including those garments tailored to conform with western styles be incorporated into the Agreement as Annex C:

1. Chima—The long, formless and ample skirt portion of the traditional Korean Chima-Chogori dress set.
2. Chogori—The short halter type blouse or top portion of the traditional Korean Chima-Chogori dress set.
3. Bosun—An ankle boot-type article, wholly of cloth, worn by Korean women indoors.

4. Fabrics, not exceeding 24 X 48 inches in size, containing hand embroidered or handpainted Korean scenes and used primarily as decorations or art objects.
5. Handmade carpets, i.e., in which the pile was inserted or knotted by hand and classified by the U.S. Customs under TSUSA numbers 360.0500, 360.1000, 360.1500 or 360.7540.

The Ambassador of the Republic of Korea further has the honor to propose that if the foregoing is acceptable to His Excellency, this note and His Excellency's note in reply shall constitute Annex C to the Agreement.

The Ambassador of the Republic of Korea avails himself of the opportunity to renew to the Secretary of State the assurances of his highest consideration.

WASHINGTON, D C. *September 20, 1972*

DEPARTMENT OF STATE
WASHINGTON

SEPTEMBER 20, 1972

EXCELLENCY:

I have the honor to acknowledge receipt of your note of today's date which reads as follows.

"The Ambassador of the Republic of Korea presents his compliments to His Excellency, the Secretary of State and has the honor to refer to Article 13 of the Agreement on Wool and Man-made Fiber Textiles between Korea and the United States dated January 4, 1972 and to propose that the following list of traditional "Korean items", not including those garments tailored to conform with western styles, be incorporated into the Agreement as Annex C:

1. Chima—The long, formless and ample skirt portion of the traditional Korean Chima-Chogori dress set,
2. Chogori—The short halter type blouse or top portion of the traditional Korean Chima-Chogori dress set,
3. Bosun—An ankle boot-type article, wholly of cloth, worn by Korean women indoors,
4. Fabrics, not exceeding 24 X 48 inches in size, containing hand embroidered or handpainted Korean scenes and used primarily as decorations or art objects,

5. Handmade carpets, i.e., in which the pile was inserted or knotted by hand and classified by the U.S. Customs under TSUSA numbers 360.0500, 360.1000, 360.1500, or 360.7540.

"The Ambassador of the Republic of Korea further has the honor to propose that if the foregoing is acceptable to His Excellency, this note and His Excellency's note in reply shall constitute Annex C to the Agreement.

"The Ambassador of the Republic of Korea avails himself of the opportunity to renew to the Secretary of State the assurances of his highest consideration."

I have further the honor to confirm that the proposal contained in your note is acceptable to the Government of the United States of America.

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

For the Secretary of State.

WILLIS C. ARMSTRONG

His Excellency
DONG JO KIM,
Ambassador of Korea.

BOLIVIA

Agricultural Commodities

Agreement amending the agreement of April 29, 1971, as amended.
Effected by exchange of notes
Dated at La Paz June 5 and 7, 1972;
Entered into force June 7, 1972.

The American Embassy to the Bolivian Ministry of Foreign Affairs and Worship

No. 102

The Embassy of the United States of America presents its compliments to the Ministry of Foreign Affairs and Worship and has the honor to refer to the Agreement Between the United States of America and Bolivia for Sales of Agricultural Commodities, as amended, signed at La Paz on April 29, 1971,[1] under Public Law 480,[2] and has the honor to propose the following amendment of this Agreement.

In PART II–PARTICULAR PROVISIONS, Item I. Commodity Table, the Supply Period, United States Fiscal Year 1972, is extended to September 30, 1972.

All other terms and conditions of the April 29, 1971, Agreement will apply to this extension in the Supply Period, except that the Usual Marketing Requirements in PART II, Item III, and the Export Limitations in PART II, Item IV, A. and B. of the April 29, 1971, Agreement will apply also to United States Fiscal Year 1973. The terms and conditions of this extension in the Supply Period are subject to incorporation or modification by any new Agreement for the Supply Period, United States Fiscal Year 1973.

With respect to the balance of wheat outstanding under the April 29, 1971, Agreement remaining to be imported into Bolivia, the Government of the Republic of Bolivia agrees to purchase and embark at United States ports not later than June 30, 1972 the amount of 21,600 metric tons of wheat and to purchase and embark at United States ports the remaining approximately 22,000 metric tons of wheat during the extension in the supply Period which is the subject of the second paragraph above not later than September 30, 1972.

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[1] TIAS 7231, 7257, 22 UST 1861, 2122.
[2] 80 Stat. 1526, 7 U.S.C. §1701 *et seq.*

The Government of the United States of America has the honor to propose that, if these understandings meet with the approval of the Government of Bolivia, this Note and the Government of Bolivia's Note in reply constitute an Agreement between the two Governments on this matter.

The Embassy of the United States of America has the honor to refer to its Note No. 270 of December 30, 1971, and Note No. DGAE-B-1977/85 of the Ministry of Foreign Affairs and Worship of December 30, 1971, through which exchange of Notes the Supply Period of the April 29, 1971 Agreement was amended previously from Calendar Year 1971 to United States Fiscal Year 1972.

The Embassy of the United States of America avails itself of this opportunity to renew to the Ministry of Foreign Affairs and Worship the assurances of its most distinguished consideration.

EMBASSY OF THE UNITED STATES OF AMERICA
LA PAZ, *June 5, 1972*

The Bolivian Ministry of Foreign Affairs and Worship to the American Embassy

REPUBLICA DE BOLIVIA
MINISTERIO DE RELACIONES
EXTERIORES Y CULTO

DGAE-B-534/44

El Ministerio de Relaciones Exteriores y Culto saluda muy atentamente a la Honorable Embajada de los Estados Unidos de América, y tiene a honra referirse a su Nota Verbal N° 202 fechada el 5 de junio en curso, relativa al Convenio entre Bolivia y los Estados Unidos de América para la venta de productos agrícolas, enmendado, bajo la Ley Pública 480, y firmado en La Paz el 29 de abril de 1971.

En respuesta, el Ministerio de Relaciones Exteriores y Culto tiene a bien transmitirle la conformidad del Gobierno de Bolivia respecto a la siguiente enmienda al citado Convenio, la misma que fue propuesta por el Ilustrado Gobierno de los Estados Unidos de América, en los siguientes términos.

"En la Parte II - Provisiones Especiales, Item I. Tabla de Productos, el *Período de Abastecimiento*, del Año Fiscal 1972 de los Estados Unidos es extendido hasta el 30 de septiembre de 1972.— Los demás términos y condiciones del Convenio del 29 de abril de 1971, deberán aplicarse a la extensión de este Período de Abastecimiento, a excepción del Requisito Normal de Mercado, en la Parte II, Item III, y las Limitaciones en la Exportación de la Parte II,

Item IV, A. y B. del Convenio del 29 de abril de 1971, que se aplicará también al Año Fiscal 1973 de los Estados Unidos. Los términos y condiciones de esta extensión en el Período de Abastecimiento están sujetos a la incorporación o modificación por cualquier otro nuevo Convenio para el Período de Abastecimiento del Año Fiscal 1973 de los Estados Unidos.—Con respecto al saldo de trigo pendiente bajo el Convenio del 29 de abril de 1971, restante para ser importado a Bolivia, el Gobierno de la República de Bolivia conviene en comprar y embarcar en puertos de los Estados Unidos, a más tardar hasta el 30 de junio de 1972, la cantidad de 21,600 toneladas métricas de trigo y comprar y embarcar el restante de aproximadamente 22,000 toneladas métricas de trigo en puertos de los Estados Unidos, durante la extensión del Período de Abastecimiento que es el objeto del segundo Párrafo de esta Nota, a más tardar hasta el 30 de septiembre de 1972."

El Ministerio de Relaciones Exteriores y Culto a tiempo de expresar a la Honorable Embajada de los Estados Unidos de América, que su Nota de referencia y la presente respuesta constituyen un acuerdo entre los dos Gobiernos sobre la materia, hace propicia la oportunidad para renovarle las seguridades de su más distinguida consideración.

[SEAL]

LA PAZ, *7 de junio de 1972.*

A la Honorable
EMBAJADA DE LOS ESTADOS
UNIDOS DE AMÉRICA
Presente.—

Translation

REPUBLIC OF BOLIVIA
MINISTRY OF FOREIGN AFFAIRS AND WORSHIP

DGAE-B-534/44

The Ministry of Foreign Affairs and Worship presents its compliments to the Embassy of the United States of America, and has the honor to refer to Embassy note verbale No. 102 of June 5 of this year, concerning the Agreement Between Bolivia and the United States of America for Sales of Agricultural Commodities, as amended, signed at La Paz on April 29, 1971, under Public Law 480.

In reply, the Ministry of Foreign Affairs and Worship informs the Embassy of the concurrence of the Government of Bolivia in the amendment of the aforesaid Agreement, which was proposed by

the Government of the United States of America in the following terms:

[For the English language text of the terms, see p. 3221.]

Informing the Embassy of the United States of America that its above-mentioned note and this reply thereto constitute an agreement between the two Governments on this matter, the Ministry of Foreign Affairs and Worship avails itself of the opportunity to renew to the Embassy the assurances of its most distinguished consideration.

[SEAL] [Initialed]

LA PAZ, *June 7, 1972*

EMBASSY OF THE UNITED STATES OF AMERICA,
La Paz.

INDONESIA

Agricultural Commodities

Agreement amending the agreement of May 26, 1972, as amended.
Effected by exchange of notes
Signed at Jakarta October 27, 1972;
Entered into force October 27, 1972.

The American Ambassador to the Indonesian Minister of Foreign Affairs

No. 1582 JAKARTA, *October 27, 1972*

EXCELLENCY:

I have the honor to refer to the Agricultural Commodities Agreement signed by representatives of our two Governments on May 26, 1972, as amended, [1] and propose that Part II, Particular Provisions, be further amended to increase the bulgur component of the Agreement as follows

Item I, Commodity Table On line titled "Bulgur" and under the appropriate column headings delete "10,000" and insert "50,000," delete ".9" and insert "4.3." For the total delete "60.5" and insert "63.9."

All other terms and conditions of the May 26, 1972 Agreement, as amended, 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 assurances of my highest consideration.

FRANCIS J. GALBRAITH

His Excellency
ADAM MALIK,
Minister of Foreign Affairs,
Jakarta

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[1] TIAS 7358, 7451, *ante*, pp. 919, 2624.

The Indonesian Minister of Foreign Affairs to the American Ambassador

MINISTER FOR FOREIGN AFFAIRS
REPUBLIC OF INDONESIA

No. D. 1033/72/01/I. JAKARTA, *October 27, 1972*

EXCELLENCY

I have the honour to acknowledge receipt of Your Excellency's Note of to day'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 May 26, 1972, as amended, and propose that Part II, Particular Provisions, be further amended to increase the bulgur component of the Agreement as follows

Item I, Commodity Table On line titled "Bulgur" and under the appropriate column headings delete "10,000" and insert "50,000," delete ".9" and insert "4.3." For the total delete "60.5" and insert "63.9."

All other terms and conditions of the May 26, 1972 Agreement, as amended, 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 "

I have the honour to confirm that the proposed arrangements as described in your Note are acceptable to my Government and to agree that Your Excellency's Note and this reply shall be regarded as constituting an agreement between our two Governments with effect from the date of this Note.

Please, Excellency, accept the renewed assurances of my highest consideration.

[SEAL] ADAM MALIK

Adam Malik
Minister of Foreign Affairs

His Excellency
FRANCIS J. GALBRAITH
Ambassador Extraordinary and Plenipotentiary
of the United States of America
Jakarta.—

MULTILATERAL

Vienna Convention on Diplomatic Relations and Optional Protocol on Disputes

Done at Vienna April 18, 1961;
Ratification advised by the Senate of the United States of America September 14, 1965;
Ratified by the President of the United States of America November 8, 1972;
Ratification of the United States of America deposited with the Secretary-General of the United Nations November 13, 1972;
Proclaimed by the President of the United States of America November 24, 1972,
Entered into force with respect to the United States of America December 13, 1972.

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

CONSIDERING THAT:

The Vienna Convention on Diplomatic Relations and the Optional Protocol Concerning the Compulsory Settlement of Disputes were opened for signature on April 18, 1961 and were signed on behalf of the United States of America on June 29, 1961, certified copies of which are hereto annexed,

The Senate of the United States of America by its resolution of September 14, 1965, two-thirds of the Senators present concurring therein, gave its advice and consent to ratification of the Convention and the Optional Protocol,

On November 8, 1972 the President of the United States of America ratified the Convention and the Optional Protocol, in pursuance of the advice and consent of the Senate,

The United States of America deposited its instrument of ratification of the Convention and the Optional Protocol on November 13, 1972, in accordance with the provisions of Article 49 of the Convention and Article VI of the Optional Protocol,

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Pursuant to the provisions of Article 51 of the Convention and Article VIII of the Optional Protocol, the Convention and the Optional Protocol will enter into force for the United States of America on December 13, 1972, the thirtieth day after deposit of the instrument of ratification,

NOW, THEREFORE, I, Richard Nixon, President of the United States of America, proclaim and make public the Convention and the Optional Protocol to the end that they shall be observed and fulfilled with good faith on and after December 13, 1972 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-fourth day of November in the year of our Lord one thousand nine hundred
[SEAL] seventy-two and of the Independence of the United States of America the one hundred ninety-seventh.

RICHARD NIXON

By the President
WILLIAM P ROGERS
Secretary of State

UNITED NATIONS CONFERENCE
ON DIPLOMATIC INTERCOURSE AND IMMUNITIES

VIENNA CONVENTION
ON
DIPLOMATIC RELATIONS

UNITED NATIONS
1961

VIENNA CONVENTION ON DIPLOMATIC RELATIONS

The States Parties to the present Convention,

Recalling that peoples of all nations from ancient times have recognized the status of diplomatic agents,

Having in mind the purposes and principles of the Charter of the United Nations [1] concerning the sovereign equality of States, the maintenance of international peace and security, and the promotion of friendly relations among nations,

Believing that an international convention on diplomatic intercourse, privileges and immunities would contribute to the development of friendly relations among nations, irrespective of their differing constitutional and social systems,

Realizing that the purpose of such privileges and immunities is not to benefit individuals but to ensure the efficient performance of the functions of diplomatic missions as representing States,

Affirming that the rules of customary international law should continue to govern questions not expressly regulated by the provisions of the present Convention,

Have agreed as follows:

Article 1

For the purpose of the present Convention, the following expressions shall have the meanings hereunder assigned to them:

(a) the "head of the mission" is the person charged by the sending State with the duty of acting in that capacity;

(b) the "members of the mission" are the head of the mission and the members of the staff of the mission;

[1] TS 993, 59 Stat. 1031.

(c) the "members of the staff of the mission" are the members of the diplomatic staff, of the administrative and technical staff and of the service staff of the mission;

(d) the "members of the diplomatic staff" are the members of the staff of the mission having diplomatic rank;

(e) a "diplomatic agent" is the head of the mission or a member of the diplomatic staff of the mission;

(f) the "members of the administrative and technical staff" are the members of the staff of the mission employed in the administrative and technical service of the mission;

(g) the "members of the service staff" are the members of the staff of the mission in the domestic service of the mission;

(h) a "private servant" is a person who is in the domestic service of a member of the mission and who is not an employee of the sending State;

(i) the "premises of the mission" are the buildings or parts of buildings and the land ancillary thereto, irrespective of ownership, used for the purposes of the mission including the residence of the head of the mission.

Article 2

The establishment of diplomatic relations between States, and of permanent diplomatic missions, takes place by mutual consent.

Article 3

1. The functions of a diplomatic mission consist *inter alia* in:

(a) representing the sending State in the receiving State;

(b) protecting in the receiving State the interests of the sending State and of its nationals, within the limits permitted by international law;

(c) negotiating with the Government of the receiving State;

(d) ascertaining by all lawful means conditions and developments in the receiving State, and reporting thereon to the Government of the sending State;

(e) promoting friendly relations between the sending State and the receiving State, and developing their economic, cultural and scientific relations.

2. Nothing in the present Convention shall be construed as preventing the performance of consular functions by a diplomatic mission.

Article 4

1. The sending State must make certain that the agrément of the receiving State has been given for the person it proposes to accredit as head of the mission to that State.

2. The receiving State is not obliged to give reasons to the sending State for a refusal of agrément.

Article 5

1. The sending State may, after it has given due notification to the receiving States concerned, accredit a head of mission or assign any member of the diplomatic staff, as the case may be, to more than one State, unless there is express objection by any of the receiving States.

2. If the sending State accredits a head of mission to one or more other States it may establish a diplomatic mission headed by a chargé d'affaires ad interim in each State where the head of mission has not his permanent seat.

3. A head of mission or any member of the diplomatic staff of the mission may act as representative of the sending State to any international organization.

Article 6

Two or more States may accredit the same person as head of mission to another State, unless objection is offered by the receiving State.

Article 7

Subject to the provisions of Articles 5, 8, 9 and 11, the sending State may freely appoint the members of the staff of the mission. In the case of military, naval or air attachés, the receiving State may require their names to be submitted beforehand, for its approval.

Article 8

1. Members of the diplomatic staff of the mission should in principle be of the nationality of the sending State.

2. Members of the diplomatic staff of the mission may not be appointed from among persons having the nationality of the receiving State, except with the consent of that State which may be withdrawn at any time.

3. The receiving State may reserve the same right with regard to nationals of a third State who are not also nationals of the sending State.

Article 9

1. The receiving State may at any time and without having to explain its decision, notify the sending State that the head of the mission or any member of the diplomatic staff of the mission is persona

non grata or that any other member of the staff of the mission is not acceptable. In any such case, the sending State shall, as appropriate, either recall the person concerned or terminate his functions with the mission. A person may be declared non grata or not acceptable before arriving in the territory of the receiving State.

2. If the sending State refuses or fails within a reasonable period to carry out its obligations under paragraph 1 of this Article, the receiving State may refuse to recognize the person concerned as a member of the mission.

Article 10

1. The Ministry for Foreign Affairs of the receiving State, or such other ministry as may be agreed, shall be notified of:

(a) the appointment of members of the mission, their arrival and their final departure or the termination of their functions with the mission;

(b) the arrival and final departure of a person belonging to the family of a member of the mission and, where appropriate, the fact that a person becomes or ceases to be a member of the family of a member of the mission;

(c) the arrival and final departure of private servants in the employ of persons referred to in sub-paragraph (a) of this paragraph and, where appropriate, the fact that they are leaving the employ of such persons;

(d) the engagement and discharge of persons resident in the receiving State as members of the mission or private servants entitled to privileges and immunities.

2. Where possible, prior notification of arrival and final departure shall also be given.

Article 11

1. In the absence of specific agreement as to the size of the mission, the receiving State may require that the size of a mission be

kept within limits considered by it to be reasonable and normal, having regard to circumstances and conditions in the receiving State and to the needs of the particular mission.

2. The receiving State may equally, within similar bounds and on a non-discriminatory basis, refuse to accept officials of a particular category.

Article 12

The sending State may not, without the prior express consent of the receiving State, establish offices forming part of the mission in localities other than those in which the mission itself is established.

Article 13

1. The head of the mission is considered as having taken up his functions in the receiving State either when he has presented his credentials or when he has notified his arrival and a true copy of his credentials has been presented to the Ministry for Foreign Affairs of the receiving State, or such other ministry as may be agreed, in accordance with the practice prevailing in the receiving State which shall be applied in a uniform manner.

2. The order of presentation of credentials or of a true copy thereof will be determined by the date and time of the arrival of the head of the mission.

Article 14

1. Heads of mission are divided into three classes, namely:

(a) that of ambassadors or nuncios accredited to Heads of State, and other heads of mission of equivalent rank;

(b) that of envoys, ministers and internuncios accredited to Heads of State;

(c) that of chargés d'affaires accredited to Ministers for Foreign Affairs.

2. Except as concerns precedence and etiquette, there shall be no differentiation between heads of mission by reason of their class.

Article 15

The class to which the heads of their missions are to be assigned shall be agreed between States.

Article 16

1. Heads of mission shall take precedence in their respective classes in the order of the date and time of taking up their functions in accordance with Article 13.

2. Alterations in the credentials of a head of mission not involving any change of class shall not affect his precedence.

3. This article is without prejudice to any practice accepted by the receiving State regarding the precedence of the representative of the Holy See.

Article 17

The precedence of the members of the diplomatic staff of the mission shall be notified by the head of the mission to the Ministry for Foreign Affairs or such other ministry as may be agreed.

Article 18

The procedure to be observed in each State for the reception of heads of mission shall be uniform in respect of each class.

Article 19

1. If the post of head of the mission is vacant, or if the head of the mission is unable to perform his functions, a chargé d'affaires ad

interim shall act provisionally as head of the mission. The name of the chargé d'affaires ad interim shall be notified, either by the head of the mission or, in case he is unable to do so, by the Ministry for Foreign Affairs of the sending State to the Ministry for Foreign Affairs of the receiving State or such other ministry as may be agreed.

2. In cases where no member of the diplomatic staff of the mission is present in the receiving State, a member of the administrative and technical staff may, with the consent of the receiving State, be designated by the sending State to be in charge of the current administrative affairs of the mission.

Article 20

The mission and its head shall have the right to use the flag and emblem of the sending State on the premises of the mission, including the residence of the head of the mission, and on his means of transport.

Article 21

1. The receiving State shall either facilitate the acquisition on its territory, in accordance with its laws, by the sending State of premises necessary for its mission or assist the latter in obtaining accommodation in some other way.

2. It shall also, where necessary, assist missions in obtaining suitable accommodation for their members.

Article 22

1. The premises of the mission shall be inviolable. The agents of the receiving State may not enter them, except with the consent of the head of the mission.

2. The receiving State is under a special duty to take all appropriate steps to protect the premises of the mission against any intrusion or damage and to prevent any disturbance of the peace of the mission or impairment of its dignity.

3. The premises of the mission, their furnishings and other property thereon and the means of transport of the mission shall be immune from search, requisition, attachment or execution.

Article 23

1. The sending State and the head of the mission shall be exempt from all national, regional or municipal dues and taxes in respect of the premises of the mission, whether owned or leased, other than such as represent payment for specific services rendered.

2. The exemption from taxation referred to in this Article shall not apply to such dues and taxes payable under the law of the receiving State by persons contracting with the sending State or the head of the mission.

Article 24

The archives and documents of the mission shall be inviolable at any time and wherever they may be.

Article 25

The receiving State shall accord full facilities for the performance of the functions of the mission.

Article 26

Subject to its laws and regulations concerning zones entry into which is prohibited or regulated for reasons of national security, the receiving State shall ensure to all members of the mission freedom of movement and travel in its territory.

Article 27

1. The receiving State shall permit and protect free communication on the part of the mission for all official purposes. In communicating with the Government and the other missions and consulates of the sending State, wherever situated, the mission may employ all appropriate means, including diplomatic couriers and messages in code or cipher. However, the mission may install and use a wireless transmitter only with the consent of the receiving State.

2. The offiqial correspondence of the mission shall be inviolable. Official correspondence means all correspondence relating to the mission and its functions.

3. The diplomatic bag shall not be opened or detained.

4. The packages constituting the diplomatic bag must bear visible external marks of their character and may contain only diplomatic documents or articles intended for official use.

5. The diplomatic courier, who shall be provided with an official document indicating his status and the number of packages constituting the diplomatic bag, shall be protected by the receiving State in the performance of his functions. He shall enjoy personal inviolability and shall not be liable to any form of arrest or detention.

6. The sending State or the mission may designate diplomatic couriers ad hoc. In such cases the provisions of paragraph 5 of this Article shall also apply, except that the immunities therein mentioned shall cease to apply when such a courier has delivered to the consignee the diplomatic bag in his charge.

7. A diplomatic bag may be entrusted to the captain of a commercial aircraft scheduled to land at an authorized port of entry. He shall be provided with an official document indicating the number of packages constituting the bag but he shall not be considered to be a diplomatic courier. The mission may send one of its members to take possession of the diplomatic bag directly and freely from the captain of the aircraft.

Article 28

The fees and charges levied by the mission in the course of its official duties shall be exempt from all dues and taxes.

Article 29

The person of a diplomatic agent shall be inviolable. He shall not be liable to any form of arrest or detention. The receiving State shall treat him with due respect and shall take all appropriate steps to prevent any attack on his person, freedom or dignity.

Article 30

1. The private residence of a diplomatic agent shall enjoy the same inviolability and protection as the premises of the mission.

2. His papers, correspondence and, except as provided in paragraph 3 of Article 31, his property, shall likewise enjoy inviolability.

Article 31

1. A diplomatic agent shall enjoy immunity from the criminal jurisdiction of the receiving State. He shall also enjoy immunity from its civil and administrative jurisdiction, except in the case of:

(a) a real action relating to private immovable property situated in the territory of the receiving State, unless he holds it on behalf of the sending State for the purposes of the mission;

(b) an action relating to succession in which the diplomatic agent is involved as executor, administrator, heir or legatee as a private person and not on behalf of the sending State;

(c) an action relating to any professional or commercial activity exercised by the diplomatic agent in the receiving State outside his official functions.

2. A diplomatic agent is not obliged to give evidence as a witness.

3. No measures of execution may be taken in respect of a diplomatic agent except in the cases coming under sub-paragraphs (a), (b) and (c) of paragraph 1 of this Article, and provided that the measures concerned can be taken without infringing the inviolability of his person or of his residence.

4. The immunity of a diplomatic agent from the jurisdiction of the receiving State does not exempt him from the jurisdiction of the sending State.

Article 32

1. The immunity from jurisdiction of diplomatic agents and of persons enjoying immunity under Article 37 may be waived by the sending State.

2. Waiver must always be express.

3. The initiation of proceedings by a diplomatic agent or by a person enjoying immunity from jurisdiction under Article 37 shall preclude him from invoking immunity from jurisdiction in respect of any counter-claim directly connected with the principal claim.

4. Waiver of immunity from jurisdiction in respect of civil or administrative proceedings shall not be held to imply waiver of immunity in respect of the execution of the judgment, for which a separate waiver shall be necessary.

Article 33

1. Subject to the provisions of paragraph 3 of this Article, a diplomatic agent shall with respect to services rendered for the sending State be exempt from social security provisions which may be in force in the receiving State.

2. The exemption provided for in paragraph 1 of this Article shall also apply to private servants who are in the sole employ of a diplomatic agent, on condition:

(a) that they are not nationals of or permanently resident in the receiving State; and

(b) that they are covered by the social security provisions which may be in force in the sending State or a third State.

3. A diplomatic agent who employs persons to whom the exemption provided for in paragraph 2 of this Article does not apply shall observe the obligations which the social security provisions of the receiving State impose upon employers.

4. The exemption provided for in paragraphs 1 and 2 of this Article shall not preclude voluntary participation in the social security system of the receiving State provided that such participation is permitted by that State.

5. The provisions of this Article shall not affect bilateral or multilateral agreements concerning social security concluded previously and shall not prevent the conclusion of such agreements in the future.

Article 34

A diplomatic agent shall be exempt from all dues and taxes, personal or real, national, regional or municipal, except:

(a) indirect taxes of a kind which are normally incorporated in the price of goods or services;

(b) dues and taxes on private immovable property situated in the territory of the receiving State, unless he holds it on behalf of the sending State for the purposes of the mission;

(c) estate, succession or inheritance duties levied by the receiving State, subject to the provisions of paragraph 4 of Article 39;

(d) dues and taxes on private income having its source in the receiving State and capital taxes on investments made in commercial undertakings in the receiving State;

(e) charges levied for specific services rendered;

(f) registration, court or record fees, mortgage dues and stamp duty, with respect to immovable property, subject to the provisions of Article 23.

Article 35

The receiving State shall exempt diplomatic agents from all personal services, from all public service of any kind whatsoever, and from military obligations such as those connected with requisitioning, military contributions and billeting.

Article 36

1. The receiving State shall, in accordance with such laws and regulations as it may adopt, permit entry of and grant exemption from all customs duties, taxes, and related charges other than charges for storage, cartage and similar services, on:

(a) articles for the official use of the mission;

(b) articles for the personal use of a diplomatic agent or members of his family forming part of his household, including articles intended for his establishment.

2. The personal baggage of a diplomatic agent shall be exempt from inspection, unless there are serious grounds for presuming that it contains articles not covered by the exemptions mentioned in paragraph 1 of this Article, or articles the import or export of which is prohibited by the law or controlled by the quarantine regulations of the receiving

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State. Such inspection shall be conducted only in the presence of the diplomatic agent or of his authorized representative.

Article 37

1. The members of the family of a diplomatic agent forming part of his household shall, if they are not nationals of the receiving State, enjoy the privileges and immunities specified in Articles 29 to 36.

2. Members of the administrative and technical staff of the mission, together with members of their families forming part of their respective households, shall, if they are not nationals of or permanently resident in the receiving State, enjoy the privileges and immunities specified in Articles 29 to 35, except that the immunity from civil and administrative jurisdiction of the receiving State specified in paragraph 1 of Article 31 shall not extend to acts performed outside the course of their duties. They shall also enjoy the privileges specified in Article 36, paragraph 1, in respect of articles imported at the time of first installation.

3. Members of the service staff of the mission who are not nationals of or permanently resident in the receiving State shall enjoy immunity in respect of acts performed in the course of their duties, exemption from dues and taxes on the emoluments they receive by reason of their employment and the exemption contained in Article 33.

4. Private servants of members of the mission shall, if they are not nationals of or permanently resident in the receiving State, be exempt from dues and taxes on the emoluments they receive by reason of their employment. In other respects, they may enjoy privileges and immunities only to the extent admitted by the receiving State. However, the receiving State must exercise its jurisdiction over those persons in such a manner as not to interfere unduly with the performance of the functions of the mission.

Article 38

1. Except insofar as additional privileges and immunities may be granted by the receiving State, a diplomatic agent who is a national of or permanently resident in that State shall enjoy only immunity from jurisdiction, and inviolability, in respect of official acts performed in the exercise of his functions.

2. Other members of the staff of the mission and private servants who are nationals of or permanently resident in the receiving State shall enjoy privileges and immunities only to the extent admitted by the receiving State. However, the receiving State must exercise its jurisdiction over those persons in such a manner as not to interfere unduly with the performance of the functions of the mission.

Article 39

1. Every person entitled to privileges and immunities shall enjoy them from the moment he enters the territory of the receiving State on proceeding to take up his post or, if already in its territory, from the moment when his appointment is notified to the Ministry for Foreign Affairs or such other ministry as may be agreed.

2. When the functions of a person enjoying privileges and immunities have come to an end, such privileges and immunities shall normally cease at the moment when he leaves the country, or on expiry of a reasonable period in which to do so, but shall subsist until that time, even in case of armed conflict. However, with respect to acts performed by such a person in the exercise of his functions as a member of the mission, immunity shall continue to subsist.

3. In case of the death of a member of the mission, the members of his family shall continue to enjoy the privileges and immunities to which they are entitled until the expiry of a reasonable period in which to leave the country.

4. In the event of the death of a member of the mission not a national of or permanently resident in the receiving State or a member of

his family forming part of his household, the receiving State shall permit the withdrawal of the movable property of the deceased, with the exception of any property acquired in the country the export of which was prohibited at the time of his death. Estate, succession and inheritance duties shall not be levied on movable property the presence of which in the receiving State was due solely to the presence there of the deceased as a member of the mission or as a member of the family of a member of the mission.

Article 40

1. If a diplomatic agent passes through or is in the territory of a third State, which has granted him a passport visa if such visa was necessary, while proceeding to take up or to return to his post, or when returning to his own country, the third State shall accord him inviolability and such other immunities as may be required to ensure his transit or return. The same shall apply in the case of any members of his family enjoying privileges or immunities who are accompanying the diplomatic agent, or travelling separately to join him or to return to their country.

2. In circumstances similar to those specified in paragraph 1 of this Article, third States shall not hinder the passage of members of the administrative and technical or service staff of a mission, and of members of their families, through their territories.

3. Third States shall accord to official correspondence and other official communications in transit, including messages in code or cipher, the same freedom and protection as is accorded by the receiving State. They shall accord to diplomatic couriers, who have been granted a passport visa if such visa was necessary, and diplomatic bags in transit the same inviolability and protection as the receiving State is bound to accord.

4. The obligations of third States under paragraphs 1, 2 and 3 of this Article shall also apply to the persons mentioned respectively in those paragraphs, and to official communications and diplomatic bags,

whose presence in the territory of the third State is due to force majeure.

Article 41

1. Without prejudice to their privileges and immunities, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the receiving State. They also have a duty not to interfere in the internal affairs of that State.

2. All official business with the receiving State entrusted to the mission by the sending State shall be conducted with or through the Ministry for Foreign Affairs of the receiving State or such other ministry as may be agreed.

3. The premises of the mission must not be used in any manner incompatible with the functions of the mission as laid down in the present Convention or by other rules of general international law or by any special agreements in force between the sending and the receiving State.

Article 42

A diplomatic agent shall not in the receiving State practise for personal profit any professional or commercial activity.

Article 43

The function of a diplomatic agent comes to an end, inter alia:

(a) on notification by the sending State to the receiving State that the function of the diplomatic agent has come to an end;

(b) on notification by the receiving State to the sending State that, in accordance with paragraph 2 of Article 9, it refuses to recognise the diplomatic agent as a member of the mission.

Article 44

The receiving State must, even in case of armed conflict, grant facilities in order to enable persons enjoying privileges and immunities, other than nationals of the receiving State, and members of the families of such persons irrespective of their nationality, to leave at the earliest possible moment. It must, in particular, in case of need, place at their disposal the necessary means of transport for themselves and their property.

Article 45

If diplomatic relations are broken off between two States, or if a mission is permanently or temporarily recalled:

(a) the receiving State must, even in case of armed conflict, respect and protect the premises of the mission, together with its property and archives;

(b) the sending State may entrust the custody of the premises of the mission, together with its property and archives, to a third State acceptable to the receiving State;

(c) the sending State may entrust the protection of its interests and those of its nationals to a third State acceptable to the receiving State.

Article 46

A sending State may with the prior consent of a receiving State, and at the request of a third State not represented in the receiving State, undertake the temporary protection of the interests of the third State and of its nationals.

Article 47

1. In the application of the provisions of the present Convention, the receiving State shall not discriminate as between States.

2. However, discrimination shall not be regarded as taking place:

(a) where the receiving State applies any of the provisions of the present Convention restrictively because of a restrictive application of that provision to its mission in the sending State;

(b) where by custom or agreement States extend to each other more favourable treatment than is required by the provisions of the present Convention.

Article 48

The present Convention shall be open for signature by all States Members of the United Nations or of any of the specialized agencies or Parties to the Statute of the International Court of Justice, [1] and by any other State invited by the General Assembly of the United Nations to become a Party to the Convention, as follows: until 31 October 1961 at the Federal Ministry for Foreign Affairs of Austria and subsequently, until 31 March 1962, at the United Nations Headquarters in New York.

Article 49

The present Convention is subject to ratification. The instruments of ratification shall be deposited with the Secretary-General of the United Nations.

Article 50

The present Convention shall remain open for accession by any State belonging to any of the four categories mentioned in Article 48. The instruments of accession shall be deposited with the Secretary-General of the United Nations.

Article 51

1. The present Convention shall enter into force on the thirtieth day following the date of deposit of the twenty-second instrument of ratification or accession with the Secretary-General of the United Nations.

[1] TS 993, 59 Stat. 1055.

2. For each State ratifying or acceding to the Convention after the deposit of the twenty-second instrument of ratification or accession, the Convention shall enter into force on the thirtieth day after deposit by such State of its instrument of ratification or accession.

Article 52

The Secretary-General of the United Nations shall inform all States belonging to any of the four categories mentioned in Article 48:

(a) of signatures to the present Convention and of the deposit of instruments of ratification or accession, in accordance with Articles 48, 49 and 50;

(b) of the date on which the present Convention will enter into force, in accordance with Article 51.

Article 53

The original of the present Convention, of which the Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations, who shall send certified copies thereof to all States belonging to any of the four categories mentioned in Article 48.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorised thereto by their respective Governments, have signed the present Convention.

DONE AT VIENNA, this eighteenth day of April one thousand nine hundred and sixty-one.

CONFERENCE DES NATIONS UNIES
SUR LES RELATIONS ET IMMUNITES DIPLOMATIQUES

CONVENTION DE VIENNE
SUR
LES RELATIONS DIPLOMATIQUES

NATIONS UNIES

1961

TIAS 7502

CONVENTION DE VIENNE SUR LES RELATIONS DIPLOMATIQUES

Les Etats Parties à la présente Convention,

Rappelant que, depuis une époque reculée, les peuples de tous les pays reconnaissent le statut des agents diplomatiques,

Conscients des buts et des principes de la Charte des Nations Unies concernant l'égalité souveraine des Etats, le maintien de la paix et de la sécurité internationales et le développement de relations amicales entre les nations,

Persuadés qu'une convention internationale sur les relations, privilèges et immunités diplomatiques contribuerait à favoriser les relations d'amitié entre les pays, quelle que soit la diversité de leurs régimes constitutionnels et sociaux,

Convaincus que le but desdits privilèges et immunités est non pas d'avantager des individus mais d'assurer l'accomplissement efficace des fonctions des missions diplomatiques en tant que représentant des Etats,

Affirmant que les règles du droit international coutumier doivent continuer à régir les questions qui n'ont pas été expressément réglées dans les dispositions de la présente Convention,

Sont convenus de ce qui suit .

Article premier

Aux fins de la présente Convention, les expressions suivantes s'entendent comme il est précisé ci-dessous .

a) l'expression "chef de mission" s'entend de la personne chargée par l'Etat accréditant d'agir en cette qualité;

b) l'expression "membres de la mission" s'entend du chef de la mission et des membres du personnel de la mission;

c) l'expression "membres du personnel de la mission" s'entend des membres du personnel diplomatique, du personnel administratif et technique et du personnel de service de la mission;

d) l'expression "membres du personnel diplomatique" s'entend des membres du personnel de la mission qui ont la qualité de diplomates;

e) l'expression "agent diplomatique" s'entend du chef de la mission ou d'un membre du personnel diplomatique de la mission;

f) l'expression "membres du personnel administratif et technique" s'entend des membres du personnel de la mission employés dans le service administratif et technique de la mission;

g) l'expression "membres du personnel de service" s'entend des membres du personnel de la mission employés au service domestique de la mission;

h) l'expression "domestique privé" s'entend des personnes employées au service domestique d'un membre de la mission, qui ne sont pas des employés de l'Etat accréditant;

i) l'expression "locaux de la mission" s'entend des bâtiments ou des parties de bâtiments et du terrain attenant qui, quel qu'en soit le propriétaire, sont utilisés aux fins de la mission, y compris la résidence du chef de la mission.

Article 2

L'établissement de relations diplomatiques entre Etats et l'envoi de missions diplomatiques permanentes se font par consentement mutuel.

Article 3

1. Les fonctions d'une mission diplomatique consistent notamment à :

a) représenter l'Etat accréditant auprès de l'Etat accréditaire;

b) protéger dans l'Etat accréditaire les intérêts de l'Etat accréditant et de ses ressortissants, dans les limites admises par le droit international;

c) négocier avec le gouvernement de l'Etat accréditaire;

d) s'informer par tous les moyens licites des conditions et de l'évolution des événements dans l'Etat accréditaire et faire rapport à ce sujet au gouvernement de l'Etat accréditant;

e) promouvoir des relations amicales et développer les relations économiques, culturelles et scientifiques entre l'Etat accréditant et l'Etat accréditaire.

2. Aucune disposition de la présente Convention ne saurait être interprétée comme interdisant l'exercice de fonctions consulaires par une mission diplomatique.

Article 4

1. L'Etat accréditant doit s'assurer que la personne qu'il envisage d'accréditer comme chef de la mission auprès de l'Etat accréditaire a reçu l'agrément de cet Etat.

2. L'Etat accréditaire n'est pas tenu de donner à l'Etat accréditant les raisons d'un refus d'agrément.

Article 5

1. L'Etat accréditant, après due notification aux Etats accréditaires intéressés, peut accréditer un chef de mission ou affecter un membre du personnel diplomatique, suivant le cas, auprès de plusieurs Etats, à moins que l'un des Etats accréditaires ne s'y oppose expressément.

2. Si l'Etat accréditant accrédite un chef de mission auprès d'un ou de plusieurs autres Etats, il peut établir une mission diplomatique dirigée par un chargé d'affaires ad interim dans chacun des Etats où le chef de la mission n'a pas sa résidence permanente.

3. Un chef de mission ou un membre du personnel diplomatique de la mission peut représenter l'Etat accréditant auprès de toute organisation internationale.

Article 6

Plusieurs Etats peuvent accréditer la même personne en qualité de chef de mission auprès d'un autre Etat, à moins que l'Etat accréditaire ne s'y oppose.

Article 7

Sous réserve des dispositions des articles 5, 8, 9 et 11, l'Etat accréditant nomme à son choix les membres du personnel de la mission. En ce qui concerne les attachés militaires, navals ou de l'air, l'Etat accréditaire peut exiger que leurs noms lui soient soumis à l'avance aux fins d'approbation.

Article 8

1. Les membres du personnel diplomatique de la mission auront en principe la nationalité de l'Etat accréditant.

2. Les membres du personnel diplomatique de la mission ne peuvent être choisis parmi les ressortissants de l'Etat accréditaire qu'avec le consentement de cet Etat, qui peut en tout temps le retirer.

3. L'Etat accréditaire peut se réserver le même droit en ce qui concerne les ressortissants d'un Etat tiers qui ne sont pas également ressortissants de l'Etat accréditant.

Article 9

1. L'Etat accréditaire peut, à tout moment et sans avoir à motiver sa décision, informer l'Etat accréditant que le chef ou tout autre membre du personnel diplomatique de la mission est persona non grata ou que tout

autre membre du personnel de la mission n'est pas acceptable. L'Etat accréditant rappellera alors la personne en cause ou mettra fin à ses fonctions auprès de la mission, selon le cas. Une personne peut être déclarée non grata ou non acceptable avant d'arriver sur le territoire de l'Etat accréditaire.

2. Si l'Etat accréditant refuse d'exécuter, ou n'exécute pas dans un délai raisonnable, les obligations qui lui incombent aux termes du paragraphe 1 du présent article, l'Etat accréditaire peut refuser de reconnaître à la personne en cause la qualité de membre de la mission.

Article 10

1. Sont notifiés au Ministère des Affaires étrangères de l'Etat accréditaire ou à tel autre ministère dont il aura été convenu :

a) la nomination des membres de la mission, leur arrivée et leur départ définitif ou la cessation de leurs fonctions dans la mission;

b) l'arrivée et le départ définitif d'une personne appartenant à la famille d'un membre de la mission, et, s'il y a lieu, le fait qu'une personne devient ou cesse d'être membre de la famille d'un membre de la mission;

c) l'arrivée et le départ définitif de domestiques privés au service des personnes visées à l'alinéa a) ci-dessus, et, s'il y a lieu, le fait qu'ils quittent le service desdites personnes;

d) l'engagement et le congédiement de personnes résidant dans l'Etat accréditaire, en tant que membres de la mission ou en tant que domestiques privés ayant droit aux privilèges et immunités.

2. Toutes les fois qu'il est possible, l'arrivée et le départ définitif doivent également faire l'objet d'une notification préalable.

Article 11

1. A défaut d'accord explicite sur l'effectif de la mission, l'Etat accréditaire peut exiger que cet effectif soit maintenu dans les limites de

ce qu'il considère comme raisonnable et normal, eu égard aux circonstances et conditions qui règnent dans cet Etat et aux besoins de la mission en cause.

2. L'Etat accréditaire peut également, dans les mêmes limites et sans discrimination, refuser d'admettre des fonctionnaires d'une certaine catégorie.

Article 12

L'Etat accreditant ne doit pas, sans avoir obtenu au préalable le consentement exprès de l'Etat accréditaire, établir des bureaux faisant partie de la mission dans d'autres localités que celles où la mission elle-même est établie.

Article 13

1. Le chef de la mission est réputé avoir assumé ses fonctions dans l'Etat accréditaire dès qu'il a présenté ses lettres de créance ou dès qu'il a notifié son arrivée et qu'une copie figurée de ses lettres de créance a été présentée au Ministère des Affaires étrangères de l'Etat accréditaire, ou à tel autre ministère dont il aura été convenu, selon la pratique en vigueur dans l'Etat accréditaire, qui doit être appliquée d'une manière uniforme.

2. L'ordre de présentation des lettres de créance ou d'une copie figurée de ces lettres est déterminé par la date et l'heure d'arrivée du chef de la mission.

Article 14

1. Les chefs de mission sont répartis en trois classes, à savoir :

a) celle des ambassadeurs ou nonces accrédités auprès des chefs d'Etat et des autres chefs de mission ayant un rang équivalent;

b) celle des envoyés, ministres ou internonces accrédités auprès des chefs d'Etat;

c) celle des chargés d'affaires accrédités auprès des Ministres des Affaires étrangères.

2. Sauf en ce qui touche la préséance et l'étiquette, aucune différence n'est faite entre les chefs de mission en raison de leur classe.

Article 15

Les Etats conviennent de la classe à laquelle doivent appartenir les chefs de leurs missions.

Article 16

1. Les chefs de mission prennent rang dans chaque classe suivant la date et l'heure à laquelle ils ont assumé leurs fonctions conformément à l'article 13.

2. Les modifications apportées aux lettres de créance d'un chef de mission qui n'impliquent pas de changements de classe n'affectent pas son rang de préséance.

3. Le présent article n'affecte pas les usages qui sont ou seraient acceptés par l'Etat accréditaire en ce qui concerne la préséance du représentant du Saint-Siège.

Article 17

L'ordre de préséance des membres du personnel diplomatique de la mission est notifié par le chef de mission au Ministère des Affaires étrangères ou à tel autre ministère dont il aura été convenu.

Article 18

Dans chaque Etat, la procédure à suivre pour la réception des chefs de mission doit être uniforme à l'égard de chaque classe.

Article 19

1. Si le poste de chef de la mission est vacant, ou si le chef de la mission est empêché d'exercer ses fonctions, un chargé d'affaires

ad interim agit à titre provisoire comme chef de la mission. Le nom du chargé d'affaires ad interim sera notifié soit par le chef de la mission, soit, au cas où celui-ci est empêché de le faire, par le Ministère des Affaires étrangères de l'Etat accréditant, au Ministère des Affaires étrangères de l'Etat accréditaire ou à tel autre ministère dont il aura été convenu.

2. Au cas où aucun membre du personnel diplomatique de la mission n'est présent dans l'Etat accréditaire, un membre du personnel administratif et technique peut, avec le consentement de l'Etat accréditaire, être désigné par l'Etat accréditant pour gérer les affaires administratives courantes de la mission.

Article 20

La mission et son chef ont le droit de placer le drapeau et l'emblème de l'Etat accréditant sur les locaux de la mission, y compris la résidence du chef de la mission, et sur les moyens de transport de celui-ci.

Article 21

1. L'Etat accréditaire doit, soit faciliter l'acquisition sur son territoire, dans le cadre de sa législation, par l'Etat accréditant des locaux nécessaires à sa mission, soit aider l'Etat accréditant à se procurer des locaux d'une autre manière.

2. Il doit également, s'il en est besoin, aider les missions à obtenir des logements convenables pour leurs membres.

Article 22

1. Les locaux de la mission sont inviolables. Il n'est pas permis aux agents de l'Etat accréditaire d'y pénétrer, sauf avec le consentement du chef de la mission.

2. L'Etat accréditaire a l'obligation spéciale de prendre toutes mesures appropriées afin d'empêcher que les locaux de la mission ne soient envahis ou endommagés, la paix de la mission troublée ou sa dignité amoindrie.

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3. Les locaux de la mission, leur ameublement et les autres objets qui s'y trouvent, ainsi que les moyens de transport de la mission, ne peuvent faire l'objet d'aucune perquisition, réquisition, saisie ou mesure d'exécution.

Article 23

1. L'Etat accréditant et le chef de la mission sont exempts de tous impôts et taxes nationaux, régionaux ou communaux, au titre des locaux de la mission dont ils sont propriétaires ou locataires, pourvu qu'il ne s'agisse pas d'impôts ou taxes perçus en rémunération de services particuliers rendus.

2. L'exemption fiscale prévue dans le présent article ne s'applique pas à ces impôts et taxes lorsque, d'après la législation de l'Etat accréditaire, ils sont à la charge de la personne qui traite avec l'Etat accréditant ou avec le chef de la mission.

Article 24

Les archives et documents de la mission sont inviolables à tout moment et en quelque lieu qu'ils se trouvent.

Article 25

L'Etat accréditaire accorde toutes facilités pour l'accomplissement des fonctions de la mission.

Article 26

Sous réserve de ses lois et règlements relatifs aux zones dont l'accès est interdit ou réglementé pour des raisons de sécurité nationale, l'Etat accréditaire assure à tous les membres de la mission la liberté de déplacement et de circulation sur son territoire.

Article 27

1. L'Etat accréditaire permet et protège la libre communication de la mission pour toutes fins officielles. En communiquant avec le gouvernement ainsi qu'avec les autres missions et consulats de l'Etat accréditant, où qu'ils se trouvent, la mission peut employer tous les moyens de communication appropriés, y compris les courriers diplomatiques et les messages en code ou en chiffre. Toutefois, la mission ne peut installer et utiliser un poste émetteur de radio qu'avec l'assentiment de l'Etat accréditaire.

2. La correspondance officielle de la mission est inviolable. L'expression "correspondance officielle" s'entend de toute la correspondance relative à la mission et à ses fonctions.

3. La valise diplomatique ne doit être ni ouverte ni retenue.

4. Les colis constituant la valise diplomatique doivent porter des marques extérieures visibles de leur caractère et ne peuvent contenir que des documents diplomatiques ou des objets à usage officiel.

5. Le courrier diplomatique, qui doit être porteur d'un document officiel attestant sa qualité et précisant le nombre de colis constituant la valise diplomatique, est, dans l'exercice de ses fonctions, protégé par l'Etat accréditaire. Il jouit de l'inviolabilité de sa personne et ne peut être soumis à aucune forme d'arrestation ou de détention.

6. L'Etat accréditant, ou la mission, peut nommer des courriers diplomatiques ad hoc. Dans ce cas, les dispositions du paragraphe 5 du présent article seront également applicables, sous réserve que les immunités qui y sont mentionnées cesseront de s'appliquer dès que le courrier aura remis au destinataire la valise diplomatique dont il a la charge.

7. La valise diplomatique peut être confiée au commandant d'un aéronef commercial qui doit atterrir à un point d'entrée autorisé. Ce commandant doit être porteur d'un document officiel indiquant le nombre de colis constituant la valise, mais il n'est pas considéré comme un courrier diplomatique. La mission peut envoyer un de ses membres prendre, directement et librement, possession de la valise diplomatique des mains du commandant de l'aéronef.

Article 28

Les droits et redevances perçue par la mission pour des actes officiels sont exempts de tous impôts et taxes.

Article 29

La personne de l'agent diplomatique est inviolable. Il ne peut être soumis à aucune forme d'arrestation ou de détention. L'Etat accréditaire le traite avec le respect qui lui est dû, et prend toutes mesures appropriées pour empêcher toute atteinte à sa personne, sa liberté et sa dignité.

Article 30

1. La demeure privée de l'agent diplomatique jouit de la même inviolabilité et de la même protection que les locaux de la mission.

2. Ses documents, sa correspondance et, sous réserve du paragraphe 3 de l'article 31, ses biens jouissent également de l'inviolabilité.

Article 31

1. L'agent diplomatique jouit de l'immunité de la juridiction pénale de l'Etat accréditaire. Il jouit également de l'immunité de sa juridiction civile et administrative, sauf s'il s'agit :

a) d'une action réelle concernant un immeuble privé situé sur le territoire de l'Etat accréditaire, à moins que l'agent diplomatique ne le possède pour le compte de l'Etat accréditant aux fins de la mission;

b) d'une action concernant une succession, dans laquelle l'agent diplomatique figure comme exécuteur testamentaire, administrateur, héritier ou légataire, à titre privé et non pas au nom de l'Etat accréditant;

c) d'une action concernant une activité professionnelle ou commerciale, quelle qu'elle soit, exercée par l'agent diplomatique dans l'Etat accréditaire en dehors de ses fonctions officielles.

2. L'agent diplomatique n'est pas obligé de donner son témoignage.

3. Aucune mesure d'exécution ne peut être prise à l'égard de l'agent diplomatique, sauf dans les cas prévus aux alinéas a), b) et c) du paragraphe 1 du présent article, et pourvu que l'exécution puisse se faire sans qu'il soit porté atteinte à l'inviolabilité de sa personne ou de sa demeure.

4. L'immunité de juridiction d'un agent diplomatique dans l'Etat accréditaire ne saurait exempter cet agent de la juridiction de l'Etat accréditant.

Article 32

1. L'Etat accréditant peut renoncer à l'immunité de juridiction des agents diplomatiques et des personnes qui bénéficient de l'immunité en vertu de l'article 37.

2. La renonciation doit toujours être expresse.

3. Si un agent diplomatique ou une personne bénéficiant de l'immunité de juridiction en vertu de l'article 37 engage une procédure, il n'est plus recevable à invoquer l'immunité de juridiction à l'égard de toute demande reconventionnelle directement liée à la demande principale.

4. La renonciation à l'immunité de juridiction pour une action civile ou administrative n'est pas censée impliquer la renonciation à l'immunité quant aux mesures d'exécution du jugement, pour lesquelles une renonciation distincte est nécessaire.

Article 33

1. Sous réserve des dispositions du paragraphe 3 du présent article, l'agent diplomatique est, pour ce qui est des services rendus à l'Etat accréditant, exempté des dispositions de sécurité sociale qui peuvent être en vigueur dans l'Etat accréditaire.

2. L'exemption prévue au paragraphe 1 du présent article s'applique également aux domestiques privés qui sont au service exclusif de l'agent diplomatique, à condition

a) qu'ils ne soient pas ressortissants de l'Etat accréditaire ou n'y aient pas leur résidence permanente; et

b) qu'ils soient soumis aux dispositions de sécurité sociale qui peuvent être en vigueur dans l'Etat accréditant ou dans un Etat tiers.

3. L'agent diplomatique qui a à son service des personnes auxquelles l'exemption prévue au paragraphe 2 du présent article ne s'applique pas doit observer les obligations que les dispositions de sécurité sociale de l'Etat accréditaire imposent à l'employeur.

4. L'exemption prévue aux paragraphes 1 et 2 du présent article n'exclut pas la participation volontaire au régime de sécurité sociale de l'Etat accréditaire pour autant qu'elle est admise par cet Etat.

5. Les dispositions du présent article n'affectent pas les accords bilatéraux ou multilatéraux relatifs à la sécurité sociale qui ont été conclus antérieurement et elles n'empêchent pas la conclusion ultérieure de tels accords.

Article 34

L'agent diplomatique est exempt de tous impôts et taxes, personnels ou réels, nationaux, régionaux ou communaux, à l'exception :

a) des impôts indirects d'une nature telle qu'ils sont normalement incorporés dans le prix des marchandises ou des services;

b) des impôts et taxes sur les biens immeubles privés situés sur le territoire de l'Etat accréditaire, à moins que l'agent diplomatique ne les possède pour le compte de l'Etat accréditant, aux fins de la mission;

c) des droits de succession perçus par l'Etat accréditaire, sous réserve des dispositions du paragraphe 4 de l'article 39;

d) des impôts et taxes sur les revenus privés qui ont leur source dans l'Etat accréditaire et des impôts sur le capital prélevés sur les investissements effectués dans des entreprises commerciales situées dans l'Etat accréditaire;

e) des impôts et taxes perçus en rémunération de services particuliers rendus;

f) des droits d'enregistrement, de greffe, d'hypothèque et de timbre en ce qui concerne les biens immobiliers, sous réserve des dispositions de l'article 23.

Article 35

L'Etat accréditaire doit exempter les agents diplomatiques de toute prestation personnelle, de tout service public de quelque nature qu'il soit et des charges militaires telles que les réquisitions, contributions et logements militaires.

Article 36

1. Suivant les dispositions législatives et réglementaires qu'il peut adopter, l'Etat accréditaire accorde l'entrée et l'exemption de droits de douane, taxes et autres redevances connexes autres que frais d'entreposage, de transport et frais afférents à des services analogues sur :

a) les objets destinés à l'usage officiel de la mission;

b) les objets destinés à l'usage personnel de l'agent diplomatique ou des membres de sa famille qui font partie de son ménage, y compris les effets destinés à son installation.

2. L'agent diplomatique est exempté de l'inspection de son bagage personnel, à moins qu'il n'existe des motifs sérieux de croire qu'il contient des objets ne bénéficiant pas des exemptions mentionnées au paragraphe 1 du présent article, ou des objets dont l'importation ou l'exportation est interdite par la législation ou soumise aux règlements.

de quarantaine de l'Etat accréditaire. En pareil cas, l'inspection ne doit se faire qu'en présence de l'agent diplomatique ou de son représentant autorisé.

Article 37

1. Les membres de la famille de l'agent diplomatique qui font partie de son ménage bénéficient des privilèges et immunités mentionnés dans les articles 29 à 36, pourvu qu'ils ne soient pas ressortissants de l'Etat accréditaire.

2. Les membres du personnel administratif et technique de la mission, ainsi que les membres de leurs familles qui font partie de leurs ménages respectifs, bénéficient, pourvu qu'ils ne soient pas ressortissants de l'Etat accréditaire ou n'y aient pas leur résidence permanente, des privilèges et immunités mentionnés dans les articles 29 à 35, sauf que l'immunité de la juridiction civile et administrative de l'Etat accréditaire mentionnée au paragraphe 1 de l'article 31 ne s'applique pas aux actes accomplis en dehors de l'exercice de leurs fonctions. Ils bénéficient aussi des privilèges mentionnés au paragraphe 1 de l'article 36 pour ce qui est des objets importés lors de leur première installation.

3. Les membres du personnel de service de la mission qui ne sont pas ressortissants de l'Etat accréditaire ou n'y ont pas leur résidence permanente bénéficient de l'immunité pour les actes accomplis dans l'exercice de leurs fonctions, et de l'exemption des impôts et taxes sur les salaires qu'ils reçoivent du fait de leurs services, ainsi que de l'exemption prévue à l'article 33.

4. Les domestiques privés des membres de la mission qui ne sont pas ressortissants de l'Etat accréditaire ou n'y ont pas leur résidence permanente sont exemptés des impôts et taxes sur les salaires qu'ils reçoivent du fait de leurs services. A tous autres égards, ils ne bénéficient des privilèges et immunités que dans la mesure admise par l'Etat accréditaire. Toutefois, l'Etat accréditaire doit exercer sa juridiction sur ces personnes de façon à ne pas entraver d'une manière excessive l'accomplissement des fonctions de la mission.

Article 38

1. A moins que des privilèges et immunités supplémentaires n'aient été accordés par l'Etat accréditaire, l'agent diplomatique qui a la nationalité de l'Etat accréditaire ou y a sa résidence permanente ne bénéficie de l'immunité de juridiction et de l'inviolabilité que pour les actes officiels accomplis dans l'exercice de ses fonctions.

2. Les autres membres du personnel de la mission et les domestiques privés qui sont ressortissants de l'Etat accréditaire ou qui y ont leur résidence permanente ne bénéficient des privilèges et immunités que dans la mesure où cet Etat les leur reconnaît. Toutefois, l'Etat accréditaire doit exercer sa juridiction sur ces personnes de façon à ne pas entraver d'une manière excessive l'accomplissement des fonctions de la mission.

Article 39

1. Toute personne ayant droit aux privilèges et immunités en bénéficie dès qu'elle pénètre sur le territoire de l'Etat accréditaire pour gagner son poste ou, si elle se trouve déjà sur ce territoire, dès que sa nomination a été notifiée au Ministère des Affaires étrangères ou à tel autre ministère dont il aura été convenu.

2. Lorsque les fonctions d'une personne bénéficiant des privilèges et immunités prennent fin, ces privilèges et immunités cessent normalement au moment où cette personne quitte le pays, ou à l'expiration d'un délai raisonnable qui lui aura été accordé à cette fin, mais ils subsistent jusqu'à ce moment, même en cas de conflit armé. Toutefois, l'immunité subsiste en ce qui concerne les actes accomplis par cette personne dans l'exercice de ses fonctions comme membre de la mission.

3. En cas de décès d'un membre de la mission, les membres de sa famille continuent de jouir des privilèges et immunités dont ils bénéficient, jusqu'à l'expiration d'un délai raisonnable leur permettant de quitter le territoire de l'Etat accréditaire.

4. En cas de décès d'un membre de la mission qui n'est pas ressortissant de l'Etat accréditaire ou n'y a pas sa résidence permanente

ou d'un membre de sa famille qui fait partie de son ménage, l'Etat accréditaire permet le retrait des biens meubles du défunt, à l'exception de ceux qui auront été acquis dans le pays et qui font l'objet d'une prohibition d'exportation au moment de son décès. Il ne sera pas prélevé de droits de succession sur les biens meubles dont la présence dans l'Etat accréditaire était due uniquement à la présence dans cet Etat du défunt en tant que membre de la mission ou membre de la famille d'un membre de la mission.

Article 40

1. Si l'agent diplomatique traverse le territoire ou se trouve sur le territoire d'un Etat tiers, qui lui a accordé un visa de passeport au cas où ce visa est requis, pour aller assumer ses fonctions ou rejoindre son poste, ou pour rentrer dans son pays, l'Etat tiers lui accordera l'inviolabilité et toutes autres immunités nécessaires pour permettre son passage ou son retour. Il fera de même pour les membres de sa famille bénéficiant des privilèges et immunités qui accompagnent l'agent diplomatique ou qui voyagent séparémsnt pour le rejoindre ou pour rentrer dans leur pays.

2. Dans des conditions similaires à celles qui sont prévues au paragraphe 1 du présent article, les Etats tiers ne doivent pas entraver le passage sur leur territoire des membres du personnel administratif et technique ou de service de la mission et des membres de leur famille.

3. Les Etats tiers accordent à la correspondance et aux autres communications officielles en transit, y compris les messages en code ou en chiffre, la même liberté et protection que l'Etat accréditaire. Ils accordent aux courriers diplomatiques, auxquels un visa de passeport a été accordé si ce visa était requis, et aux valises diplomatiques en transit la même inviolabilité et la même protection que l'Etat accréditaire est tenu de leur accorder.

4. Les obligations des Etats tiers en vertu des paragraphes 1, 2 et 3 du présent article s'appliquent également aux personnes respectivement mentionnées dans ces paragraphes, ainsi qu'aux communications

officielles et aux valises diplomatiques lorsque leur présence sur le territoire de l'Etat tiers est due à la force majeure.

Article 41

1. Sans préjudice de leurs privilèges et immunités, toutes les personnes qui bénéficient de ces privilèges et immunités ont le devoir de respecter les lois et règlements de l'Etat accréditaire. Elles ont également le devoir de ne pas s'immiscer dans les affaires intérieures de cet Etat.

2. Toutes les affaires officielles traitées avec l'Etat accréditaire, confiées à la mission par l'Etat accréditant, doivent être traitées avec le Ministère des Affaires étrangères de l'Etat accréditaire ou par son intermédiaire, ou avec tel autre ministère dont il aura été convenu.

3. Les locaux de la mission ne seront pas utilisés d'une manière incompatible avec les fonctions de la mission telles qu'elles sont énoncées dans la présente Convention, ou dans d'autres règles du droit international général, ou dans les accords particuliers en vigueur entre l'Etat accréditant et l'Etat accréditaire.

Article 42

L'agent diplomatique n'exercera pas dans l'Etat accréditaire une activité professionnelle ou commerciale en vue d'un gain personnel.

Article 43

Les fonctions d'un agent diplomatique prennent fin notamment :

a) par la notification de l'Etat accréditant à l'Etat accréditaire que les fonctions de l'agent diplomatique ont pris fin;

b) par la notification de l'Etat accréditaire à l'Etat accréditant que, conformément au paragraphe 2 de l'article 9, cet Etat refuse de reconnaître l'agent diplomatique comme membre de la mission.

Article 44

L'Etat accréditaire doit, même en cas de conflit armé, accorder des facilités pour permettre aux personnes bénéficiant des privilèges et immunités, autres que les ressortissants de l'Etat accréditaire, ainsi qu'aux membres de la famille de ces personnes, quelle que soit leur nationalité, de quitter son territoire dans les meilleurs délais. Il doit en particulier, si besoin est, mettre à leur disposition les moyens de transport nécessaires pour eux-mêmes et pour leurs biens.

Article 45

En cas de rupture des relations diplomatiques entre deux Etats, ou si une mission est rappelée définitivement ou temporairement :

a) l'Etat accréditaire est tenu, même en cas de conflit armé, de respecter et de protéger les locaux de la mission, ainsi que ses biens et ses archives;

b) l'Etat accréditant peut confier la garde des locaux de la mission, avec les biens qui s'y trouvent, ainsi que les archives, à un Etat tiers acceptable pour l'Etat accréditaire;

c) l'Etat accréditant peut confier la protection de ses intérêts et de ceux de ses ressortissants à un Etat tiers acceptable pour l'Etat accréditaire.

Article 46

Avec le consentement préalable de l'Etat accréditaire, et sur demande d'un Etat tiers non représenté dans cet Etat, l'Etat accréditant peut assumer la protection temporaire des intérêts de l'Etat tiers et de ses ressortissants.

Article 47

1. En appliquant les dispositions de la présente Convention, l'Etat accréditaire ne fera pas de discrimination entre les Etats.

2. Toutefois, ne seront pas considérés comme discriminatoires :

a) le fait pour l'Etat accréditaire d'appliquer restrictivement l'une des dispositions de la présente Convention parce qu'elle est ainsi appliquée à sa mission dans l'Etat accréditant;

b) le fait pour des Etats de se faire mutuellement bénéficier, par coutume ou par voie d'accord, d'un traitement plus favorable que ne le requièrent les dispositions de la présente Convention.

Article 48

La présente Convention sera ouverte à la signature de tous les Etats Membres de l'Organisation des Nations Unies ou d'une institution spécialisée, ainsi que de tout Etat partie au Statut de la Cour internationale de Justice et de tout autre Etat invité par l'Assemblée générale de l'Organisation des Nations Unies à devenir partie à la Convention, de la manière suivante : jusqu'au 31 octobre 1961, au Ministère fédéral des Affaires étrangères d'Autriche et ensuite, jusqu'au 31 mars 1962, au Siège de l'Organisation des Nations Unies à New York.

Article 49

La présente Convention sera ratifiée. Les instruments de ratification seront déposés auprès du Secrétaire général de l'Organisation des Nations Unies.

Article 50

La présente Convention restera ouverte à l'adhésion de tout Etat appartenant à l'une des quatre catégories mentionnées à l'article 48. Les instruments d'adhésion seront déposés auprès du Secrétaire général de l'Organisation des Nations Unies.

Article 51

1. La présente Convention entrera en vigueur le trentième jour qui suivra la date du dépôt auprès du Secrétaire général de l'Organisation des Nations Unies du vingt-deuxième instrument de ratification ou d'adhésion.

2. Pour chacun des Etats qui ratifieront la Convention ou y adhéreront après le dépôt du vingt-deuxième instrument de ratification ou d'adhésion, la Convention entrera en vigueur le trentième jour après le dépôt par cet Etat de son instrument de ratification ou d'adhésion.

Article 52

Le Secrétaire général de l'Organisation des Nations Unies notifiera à tous les Etats appartenant à l'une des quatre catégories mentionnées à l'article 48 :

a) les signatures apposées à la présente Convention et le dépôt des instruments de ratification ou d'adhésion, conformément aux articles 48, 49 et 50;

b) la date à laquelle la présente Convention entrera en vigueur, conformément à l'article 51.

Article 53

L'original de la présente Convention, dont les textes anglais, chinois, espagnol, français et russe font également foi, sera déposé auprès du Secrétaire général de l'Organisation des Nations Unies, qui en fera tenir copie certifiée conforme à tous les Etats appartenant à l'une des quatre catégories mentionnées à l'article 48.

EN FOI DE QUOI les plénipotentiaires soussignés, dûment autorisés par leurs gouvernements respectifs, ont signé la présente Convention.

FAIT A VIENNE, le dix-huit avril mil neuf cent soixante et un.

聯合國外交往來及豁免會議

維也納外交關係公約

聯合國

一九六一

TIAS 7502

維也納外交關係公約

本公約各當事國

鑒於各國人民自古即已確認外交代表之地位，

察及聯合國憲章之宗旨及原則中有各國主權平等、維持國際和平與安全 以及促進國際間友好關係等項，

深信關於外交往來，特權及豁免之國際公約當能有助於各國間友好關係之發展 —— 此項關係對於各國憲政及社會制度之差異，在所不問，

確認此等特權與豁免之目的不在於給與個人以利益而在於確保代表國家之使館能有效執行職務，

重申凡未經本公約明文規定之問題應繼續適用國際習慣法之規例，

爰議定條款如下

第一條

就適用本公約而言，下列名稱之意義，應依下列規定

(甲) 稱"使館館長"者，謂派遣國責成擔任此項職位之人，

(乙) 稱"使館人員"者，謂使館館長及使館職員，

(丙) 稱"使館職員"者，謂使館外交職員、行政及技術職員，及事務職員，

(丁) 稱"外交職員"者，謂具有外交官級位之使館職員，

(戊) 稱"外交代表"者，謂使館館長或使館外交職員，

(己) 稱"行政及技術職員"者，謂承辦使館行政及技術事務之使館職員，

(庚) 稱"事務職員"者，謂為使館僕役之使館職員，

(辛) 稱"私人僕役"者，謂充使館人員傭僕而非為派遣國雇用之人，

(壬) 稱"使館館舍"者，謂供使館使用及供使館館長寫邸之用之建築物或建築物之各部分，以及其所附屬之土地，至所有權誰屬，則在所不問

第二條

國與國間外交關係及常設使館之建立，以協議為之。

第三條

一 除其他事項外，使館之職務如下

(甲) 在接受國中代表派遣國，

(乙) 於國際法許可之限度內，在接受國中保護派遣國及其國民之利益，

(丙) 與接受國政府辦理交涉，

(丁) 以一切合法手段調查接受國之狀況及發展情形，向派遣國政府具報，

(戊) 促進派遣國與接受國間之友好關係，及發展兩國間之經濟、文化與科學關係，

二 本公約任何規定不得解釋為禁止使館執行領事職務。

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第四條

一　派遣國對於擬派駐接受國之使館館長人選務須查明其確已獲得接受國之同意。

二　接受國無須向派遣國說明不予同意之理由。

第五條

一　派遣國向有關接受國妥為通知後，得酌派任一使館館長或外交職員兼駐一個以上國家，但任何接受國明示反對者不在此限。

二　派遣國委派使館館長兼駐另一國或數國者，得在該館長不常川駐節之國內　設立以臨時代辦為館長之使館。

三　使館館長或使館任何外交職員得兼任派遣國駐國際組織之代表。

第六條

兩個以上國家得合派同一人為駐另一國之使館館長，但接受國表示反對者不在此限。

第七條

除第五條　第八條　第九條及第十一條另有規定外，派遣國得自由委派使館職員。關於陸　海　空軍武官，接受國得要求先行提名，徵求該國同意。

第八條

一　使館外交職員原則上應屬派遣國國籍。

二　委派屬接受國國籍之人為使館外交職員　非經接受國同意，不得為之，此項同意得隨時撤銷之。

三　接受國對於第三國國民之非亦為派遣國國民者，得保留同樣之權利。

第九條

一　接受國得隨時不具解釋通知派遣國宣告使館館長或使館任何外交職員為不受歡迎人員或使館任何其他職員為不能接受。遇此情形，派遣國應斟酌情況召回該員或終止其在使館中之職務。任何人員得於其到達接受國國境前　被宣告為不受歡迎或不能接受。

二　如派遣國拒絕或不在相當期間內履行其依本條第一項規定所負義務，接受國得拒絕承認該員為使館人員。

第十條

一　下列事項應通知接受國外交部或另經商定之其他部

(甲)　使館人員之委派，其到達及最後離境或其在使館中職務之終止，

(乙)　使館人員家屬到達及最後離境，遇有任何人成為或不復為使館人員家屬時，亦宜酌量通知，

(丙)　本項(甲)款所稱人員雇用之私人僕役到達及最後離境，遇有私人僕役不復受此等人員雇用時，亦宜酌量通知，

(丁)　雇用居留接受國之人為使館人員或為得享特權與豁免之私人僕役時，其雇用與解雇。

二　到達及最後離境，於可能範圍內，亦應事先通知。

第十一條

一　關於使館之構成人數如另無協議，接受國得酌量本國環境與情況及特定使館之需要，要求使館構成人數不超過該國認為合理及正常之限度。

二　接受國亦得在同樣範圍內並在無差別待遇之基礎上，拒絕接受某一類之官員。

第十二條

派遣國非經接受國事先明示同意，不得在使館本身所在地以外之地點設立辦事處，作為使館之一部分。

第十三條

一　使館館長依照接受國應予劃一適用之通行慣例。在呈遞國書後或在向接受國外交部或另經商定之其他部通知到達並將所奉國書正式副本送交後，即視為已在接受國內開始執行職務。

二　呈遞國書或遞送國書正式副本之次第依使館館長到達之日期及時間先後定之。

第十四條

一　使館館長分為如下三級

(甲)　向國家元首派遣之大使或教廷大使，及其他同等級位之使館館長，

(乙)　向國家元首派遣之使節、公使及教廷公使，

(丙)　向外交部長派遣之代辦。

二　除關於優先地位及禮儀之事項外，各使館館長不應因其所屬等級而有任何差別

第十五條

使館館長所屬之等級應由關係國家商定之。

第十六條

一　使館館長在其各別等級中之優先地位應按照其依第十三條規定開始執行職務之日期及時間先後定之。

二　使館館長之國書如有變更而對其所屬等級並無更動時，其優先地位不受影響。

三　本條規定不妨碍接受國所採行關於教廷代表優先地位之任何辦法。

第十七條

使館外交職員之優先順序應由使館館長通知外交部或另經商定之其他部。

第十八條

各國接待使館館長，對於同一等級之館長應適用劃一程序。

第十九條

一　使館館長缺位或不能執行職務時　應由臨時代辦暫代使館館長。臨時代辦姓名應由使館館長通知接受國外交部或另

經商定之其他部，如館長不能通知時，則由派遣國外交部通知之。

二　使館如在接受國內並無外交職員時，派遣國得於徵得接受國同意後，指派行政或技術職員一人，主持使館日常行政事務。

第二十條

使館及其館長有權在使館館舍及在使館館長寓邸與交通工具上使用派遣國之國旗與國徽。

第二十一條

一　接受國應便利派遣國依照接受國法律在其境內置備派遣國使館所需之館舍，或協助派遣國以其他方法獲得房舍

二　接受國遇必要時　並應協助使館為其人員獲得適當之房舍。

第二十二條

一　使館館舍不得侵犯。接受國官吏非經使館館長許可，不得進入使館館舍。

二　接受國負有特殊責任，採取一切適當步驟保護使館館舍免受侵入或損害，並防止一切擾亂使館安寧或有損使館尊嚴之情事。

三　使館館舍及設備，以及館舍內其他財產與使館交通工具免受搜查　徵用　扣押或強制執行

第二十三條

一　派遣國及使館館長對於使館所有或租賃之館舍，概免繳納國家　區域或地方性捐稅，但其為對供給特定服務應納之費者不在此列。

二　本條所稱之免稅，對於與派遣國或使館館長訂立承辦契約者依接受國法律應納之捐稅不適用之。

第二十四條

使館檔案及文件無論何時，亦不論位於何處，均屬不得侵犯。

第二十五條

接受國應給予使館執行職務之充分便利。

第二十六條

除接受國為國家安全設定禁止或限制進入區域另訂法律規章外，接受國應確保所有使館人員在其境內行動及旅行之自由。

第二十七條

一　接受國應允許使館為一切公務目的自由通訊，並予保護。使館與派遣國政府及無論何處之該國其他使館及領事館通訊時，得採用一切適當方法，包括外交信差及明密碼電信在內。但使館非經接受國同意，不得裝置並使用無綫電發報機。

二　使館之來往公文不得侵犯。來往公文指有關使館及其職務之一切來往文件。

三　外交郵袋不得予以開拆或扣留。

四　構成外交郵袋之包裹須附有可資識別之外部標記，以裝載外交文件或公務用品為限。

五　外交信差應持有官方文件，載明其身分及構成郵袋之包裹件數，其於執行職務時，應受接受國保護。外交信差享有人身不得侵犯權，不受任何方式之逮捕或拘禁。

六　派遣國或使館得派特別外交信差。遇此情形，本條第五項之規定亦應適用，但特別信差將其所負責攜帶之外交郵袋送交收件人後，即不復享有該項所稱之豁免。

七　外交郵袋得託交預定在准許入境地點降落之商營飛機機長轉遞　機長應持有官方文件載明構成郵袋之郵包件數，但機長不得視為外交信差。使館得派館員一人逕向飛機機長自由取得外交郵袋。

第二十八條

使館辦理公務所收之規費及手續費免徵一切捐稅。

第二十九條

外交代表人身不得侵犯。外交代表不受任何方式之逮捕或拘禁。接受國對外交代表應特示尊重，並應採取一切適當步驟以防止其人身　自由或尊嚴受有任何侵犯。

第三十條

一　外交代表之私人寓所一如使館館舍應享有同樣之不得侵犯權及保護。

二　外交代表之文書及信件同樣享有不得侵犯權，其財產除第三十一條第三項另有規定外　亦同。

第三十一條

一　外交代表對接受國之刑事管轄享有豁免　除下列案件外，外交代表對接受國之民事及行政管轄亦享有豁免

(甲)　關於接受國境內私有不動產之物權訴訟，但其代表派遣國為使館用途置有之不動產不在此列，

(乙)　關於外交代表以私人身分並不代表派遣國而為遺囑執行人　遺產管理人　繼承人或受遺贈人之繼承事件之訴訟，

(丙)　關於外交代表於接受國內在公務範圍以外所從事之專業或商務活動之訴訟。

二　外交代表無以證人身分作證之義務。

三　對外交代表不得為執行之處分，但關於本條第一項(甲)(乙)(丙)各款所列之案件，而執行處分復無損於其人身或寓所之不得侵犯權者　不在此限。

四　外交代表不因其對接受國管轄所享之豁免而免除其受派遣國之管轄。

第三十二條

一　外交代表及依第三十七條享有豁免之人對管轄之豁免得由派遣國拋棄之。

二　豁免之拋棄，概須明示。

三　外交代表或依第三十七條享有管轄之豁免之人如主動提起訴訟即不得對與主訴直接相關之反訴主張管轄之豁免。

四　在民事或行政訴訟程序上管轄豁免之拋棄，不得視為對判決執行之豁免亦默示拋棄，後項拋棄須分別為之。

第三十三條

一　除本條第三項另有規定外，外交代表就其對派遣國所為之服務而言，應免適用接受國施行之社會保險辦法。

二　專受外交代表雇用之私人僕役亦應享有本條第一項所規定之豁免，但以符合下列條件為限

(甲)　非接受國國民且不在該國永久居留者，

(乙)　受有派遣國或第三國之社會保險辦法保護者。

三　外交代表如其所雇人員不得享受本條第二項所規定之豁免　應履行接受國社會保險辦法對雇主所規定之義務。

四　本條第一項及第二項所規定之豁免不妨礙對於接受國社會保險制度之自願參加，但以接受國許可參加為限。

五　本條規定不影響前此所訂關於社會保險之雙邊或多邊協定，亦不禁止此類協定之於將來議訂。

第三十四條

外交代表免納一切對人或對物課征之國家　區域　或地方性捐稅，但下列各項　不在此列

(甲)　通常計入商品或勞務價格內之間接稅，

(乙)　對於接受國境內私有不動產課征之捐稅，但其代表派遣國為使館用途而置有之不動產，不在此列，

(丙)　接受國課征之遺產稅　遺產取得稅或繼承稅，但以不抵觸第三十九條第四項之規定為限，

(丁) 對於自接受國內獲致之私人所得課征之捐稅，以及對於在接受國內商務事業上所為投資課征之資本稅，

(戊) 為供給特定服務所收費用，

(己) 關於不動產之登記費 法院手續費或紀錄費 抵押稅及印花稅，但第二十三條另有規定者，不在此列。

第三十五條

接受國對外交代表應免除一切個人勞務及所有各種公共服務，並應免除關於徵用 軍事募捐及屯宿等之軍事義務。

第三十六條

一 接受國應依本國制定之法律規章，准許下列物品入境，並免除一切關稅及貯存 運送及類似服務費用以外之一切其他課征

(甲) 使館公務用品，

(乙) 外交代表或與其構成同一戶口之家屬之私人用品，包括供其定居之用之物品在內。

二 外交代表私人行李免受查驗，但有重大理由推定其中裝有不在本條第一項所稱免稅之列之物品，或接受國法律禁止進出口或有檢疫條例加以管制之物品者，不在此限。遇此情形，查驗須有外交代表或其授權代理人在場，方得為之。

第三十七條

一 外交代表之與其構成同一戶口之家屬，如非接受國國民，應享有第二十九條至第三十六條所規定之特權與豁免。

二　使館行政與技術職員暨與其構成同一戶口之家屬，如非接受國國民且不在該國永久居留者，均享有第二十九條至第三十五條所規定之特權與豁免，但第三十一條第一項所規定對接受國民事及行政管轄之豁免不適用於執行職務範圍以外之行為。關於最初定居時所輸入之物品，此等人員亦享有第三十六條第一項所規定之特權。

三　使館事務職員如非接受國國民且不在該國永久居留者，就其執行公務之行為享有豁免　其受雇所得酬報免納捐稅，並享有第三十三條所載之豁免。

四　使館人員之私人僕役如非接受國國民且不在該國永久居留者，其受雇所得酬報免納捐稅。在其他方面，此等人員僅得在接受國許可範圍內享有特權與豁免。但接受國對此等人員所施之管轄應妥為行使，以免對使館職務之執行有不當之妨礙。

第三十八條

一　除接受國特許享受其他特權及豁免外，外交代表為接受國國民或在該國永久居留者，僅就其執行職務之公務行為，享有管轄之豁免及不得侵犯權。

二　其他使館館員及私人僕役為接受國國民或在該國永久居留者僅得在接受國許可之範圍內享有特權與豁免。但接受國對此等人員所施之管轄應妥為行使，以免對使館職務之執行有不當之妨礙。

第三十九條

一　凡享有外交特權與豁免之人，自其進入接受國國境前

往就任之時起享有此項特權與豁免 其已在該國境內者，自其委派通知外交部或另經商定之其他部之時開始享有。

二 享有特權與豁免人員之職務如已終止，此項特權與豁免通常於該員離境之時或聽任其離境之合理期間終了之時停止，縱有武裝衝突情事，亦應繼續有效至該時為止。但關於其以使館人員資格執行職務之行為 豁免應始終有效。

三 遇使館人員死亡，其家屬應繼續享有應享之特權與豁免，至聽任其離境之合理期間終了之時為止。

四 遇非為接受國國民且不在該國永久居留之使館人員或與其構成同一戶口之家屬死亡，接受國應許可亡故者之動產移送出國，但任何財產如係在接受國內取得而在當事人死亡時禁止出口者，不在此列。動產之在接受國純係因亡故者為使館人員或其家屬而在接受國境內所致者 應不課征遺產稅 遺產取得稅及繼承稅。

第四十條

一 遇外交代表前往就任或返任或返回本國，道經第三國國境或在該國境內，而該國曾發給所需之護照簽證時，第三國應給予不得侵犯權及確保其過境或返回所必需之其他豁免。享有外交特權或豁免之家屬與外交代表同行時，或單獨旅行前往會聚或返回本國時，本項規定同樣適用。

二 遇有類似本條第一項所述之情形，第三國不得阻礙使館之行政與技術或事務職員及其家屬經過該國國境。

三 第三國對於過境之來往公文及其他公務通訊，包括明密碼電信在內，應一如接受國給予同樣之自由及保護。第三國

於已發給所需護照簽證之外交信差及外交郵袋過境時，應比照接受國所負之義務，給予同樣之不得侵犯權及保護。

四　第三國依本條第一項　第二項及第三項規定所負之義務，對於各該項內分別述及之人員與公務通訊及外交郵袋之因不可抗力而在第三國境內者，亦適用之。

第四十一條

一　在不妨礙外交特權與豁免之情形下，凡享有此項特權與豁免之人員，均負有尊重接受國法律規章之義務。此等人員並負有不干涉該國內政之義務。

二　使館承派遣國之命與接受國洽商公務，概應逕與或經由接受國外交部或另經商定之其他部辦理。

三　使館館舍不得充作與本公約或一般國際法之其他規則或派遣國與接受國間有效之特別協定所規定之使館職務不相符合之用途。

第四十二條

外交代表不應在接受國內為私人利益從事任何專業或商業活動。

第四十三條

除其他情形外，外交代表之職務遇有下列情事之一即告終了

(甲)　派遣國通知接受國謂外交代表職務業已終了，

(乙) 接受國通知派遣國謂依第九條第二項之規定該國拒絕承認該外交代表為使館人員。

第四十四條

接受國對於非為接受國國民之享有特權與豁免人員，以及此等人員之家屬，不論其國籍為何，務須給予便利使能儘早離境，縱有武裝衝突情事，亦應如此辦理。遇必要時 接受國尤須供給其本人及財產所需之交通運輸工具。

第四十五條

遇兩國斷絕外交關係，或遇使館長期或暫時撤退時

(甲) 接受國務應尊重並保護使館館舍以及使館財產與檔案，縱有武裝衝突情事，亦應如此辦理，

(乙) 派遣國得將使館館舍以及使館財產與檔案委託接受國認可之第三國保管，

(丙) 派遣國得委託接受國認可之第三國代為保護派遣國及其國民之利益。

第四十六條

派遣國經接受國事先同意，得應未在接受國內派有代表之第三國之請求，負責暫時保護該第三國及其國民之利益。

第四十七條

一 接受國適用本公約規定時 對各國不得差別待遇。

二 但下列情形不以差別待遇論

(甲) 接受國因派遣國對接受國使館適用本公約任一規定有所限制，對同一規定之適用亦予限制，

(乙) 各國依慣例或協定，彼此給予較本公約所規定者更為有利之待遇。

第四十八條

本公約應聽由聯合國或任何專門機關之全體會員國 或國際法院規約當事國 及經聯合國大會邀請成為本公約當事一方之任何其他國家簽署，其辦法如下 至一九六一年十月三十一日止在奧地利聯邦外交部簽署，其後至一九六二年三月三十一日止在紐約聯合國會所簽署。

第四十九條

本公約須經批准。批准文件應送交聯合國秘書長存放。

第五十條

本公約應聽由屬於第四十八條所稱四類之一之國家加入。加入文件應送交聯合國秘書長存放

第五十一條

一 本公約應於第二十二件批准或加入文件送交聯合國秘書長存放之日後第三十日起發生效力。

二 對於在第二十二件批准或加入文件存放後批准或加入本公約之國家，本公約應於各該國存放批准或加入文件後第三十日起發生效力。

第五十二條

聯合國秘書長應將下列事項通知所有屬於第四十八條所稱四類之一之國家

(甲) 依第四十八條 第四十九條及第五十條對本公約所為之簽署及送存之批准或加入文件，

(乙) 依第五十一條本公約發生效力之日期。

第五十三條

本公約之原本應交聯合國秘書長存放，其中文 英文 法文 俄文及西班牙文各本同一作準，秘書長應將各文正式副本分送所有屬於第四十八條所稱四類之一之國家。

為此，下列全權代表，各秉本國政府正式授予簽字之權，謹簽字於本公約，以昭信守。

公曆一千九百六十一年四月十八日訂於維也納。

95-005 O - 73 54

КОНФЕРЕНЦИЯ ОРГАНИЗАЦИИ ОБЪЕДИНЕННЫХ НАЦИЙ ПО ДИПЛОМАТИЧЕСКИМ СНОШЕНИЯМ И ИММУНИТЕТУ

ВЕНСКАЯ КОНВЕНЦИЯ
О
ДИПЛОМАТИЧЕСКИХ СНОШЕНИЯХ

ОРГАНИЗАЦИЯ ОБЪЕДИНЕННЫХ НАЦИЙ

1961

TIAS 7502

ВЕНСКАЯ КОНВЕНЦИЯ О ДИПЛОМАТИЧЕСКИХ СНОШЕНИЯХ

Государства, являющиеся Сторонами настоящей Конвенции,

отмечая, что народы всех стран с древних времен признают статус дипломатических агентов,

принимая во внимание цели и принципы Устава Организации Объединенных Наций в отношении суверенного равенства государств, поддержания международного мира и безопасности и содействия развитию дружественных отношений между государствами,

будучи убеждены, что заключение международной конвенции о дипломатических сношениях, привилегиях и иммунитетах будет способствовать развитию дружественных отношений между государствами, независимо от различий в их государственном и общественном строе,

сознавая, что такие привилегии и иммунитеты предоставляются не для выгод отдельных лиц, а для обеспечения эффективного осуществления функций дипломатических представительств как органов, представляющих государства,

подтверждая, что нормы международного обычного права будут продолжать регулировать вопросы, прямо не предусмотренные положениями настоящей Конвенции,

согласились о нижеследующем:

Статья 1

В настоящей Конвенции приводимые ниже термины имеют следующее значение:

a) "глава представительства" есть лицо, на которое аккредитующим государством возложена обязанность действовать в этом качестве;

b) "сотрудниками представительства" являются глава представительства и члены персонала представительства;

c) "членами персонала представительства" являются члены дипломатического персонала, административно-технического персонала и обслуживающего персонала представительства;

d) "членами дипломатического персонала" являются члены персонала представительства, имеющие дипломатический ранг;

e) "дипломатический агент" есть глава представительства или член дипломатического персонала представительства;

f) "членами административно-технического персонала" являются члены персонала представительства, осуществляющие административно-техническое обслуживание представительства;

g) "членами обслуживающего персонала" являются члены персонала представительства, выполняющие обязанности по обслуживанию представительства;

h) "частный домашний работник" есть лицо, выполняющее обязанности домашнего работника у сотрудника представительства и не являющееся служащим аккредитующего государства;

i) "помещения представительства" означают здания или части зданий, используемые для целей представительства, включая резиденцию главы представительства, кому бы ни принадлежало право собственности на них, включая обслуживающий данное здание или часть здания земельный участок.

Статья 2

Установление дипломатических отношений между государствами и учреждение постоянных дипломатических представительств осуществляются по взаимному согласию.

Статья 3

1. Функции дипломатического представительства состоят, в частности:

a) в представительстве аккредитующего государства в государстве пребывания;

b) в защите в государстве пребывания интересов аккредитующего государства и его граждан в пределах, допускаемых международным правом;

c) в ведении переговоров с правительством государства пребывания;

d) в выяснении всеми законными средствами условий и событий в государстве пребывания и сообщении о них правительству аккредитующего государства;

e) в поощрении дружественных отношений между аккредитующим государством и государством пребывания и в развитии их взаимоотношений в области экономики, культуры и науки.

2. Ни одно из положений настоящей Конвенции не должно истолковываться как препятствующее выполнению дипломатическим представительством консульских функций.

Статья 4

1. Аккредитующее государство должно убедиться в том, что государство пребывания дало агреман на то лицо, которое оно предполагает аккредитовать как главу представительства в этом государстве.

2. Государство пребывания не обязано сообщать аккредитующему государству мотивы отказа в агремане.

Статья 5

1. Аккредитующее государство может, надлежащим образом уведомив соответствующие государства пребывания, аккредитовать главу представительства или назначить любого члена дипломатического персонала, смотря по обстоятельствам, в одно или несколько других государств, если не заявлено возражений со стороны любого из государств пребывания.

2. Если аккредитующее государство аккредитует главу представительства в одном или нескольких других государствах, то оно может учредить дипломатические представительства, возглавляемые временными поверенными в делах, в каждом государстве, где глава представительства не имеет постоянного местопребывания.

3. Глава представительства или любой член дипломатического персонала представительства может действовать в качестве представителя аккредитующего государства при любой международной организации.

Статья 6

Два или несколько государств могут аккредитовать одно и то же лицо в качестве главы представительства в другом государстве, если государство пребывания не возражает против этого.

Статья 7

С исключениями, предусмотренными в статьях 5, 8, 9 и 11, аккредитующее государство может свободно назначать членов персонала представительства. Что касается военных, морских или авиационных атташе, то государство пребывания может предложить, чтобы их имена заранее сообщались на его одобрение.

Статья 8

1. Члены дипломатического персонала представительства в принципе должны быть гражданами аккредитующего государства.

2. Члены дипломатического персонала представительства не могут назначаться из числа лиц, являющихся гражданами государства пребывания, иначе как с согласия этого государства, причем это согласие может быть в любое время аннулировано.

3. Государство пребывания может оговорить за собой то же право в отношении граждан третьего государства, которые не являются одновременно гражданами аккредитующего государства.

Статья 9

1. Государство пребывания может в любое время, не будучи обязано мотивировать свое решение, уведомить аккредитующее государство, что глава представительства или какой-либо из членов дипломатического персонала представительства является persona non grata или что любой другой член

персонала представительства является неприемлемым. В таком случае аккредитующее государство должно соответственно отозвать данное лицо или прекратить его функции в представительстве. То или иное лицо может быть объявлено persona non grata или неприемлемым до прибытия на территорию государства пребывания.

2. Если аккредитующее государство откажется выполнить или не выполнит в течение разумного срока свои обязательства, предусматриваемые в пункте 1 настоящей статьи, государство пребывания может отказаться признавать данное лицо сотрудником представительства.

Статья 10

1. Министерство иностранных дел государства пребывания или другое министерство, в отношении которого имеется договоренность, уведомляется

a) о назначении сотрудников представительства, их прибытии и о их окончательном отбытии или о прекращении их функций в представительстве;

b) о прибытии и окончательном отбытии лица, принадлежащего к семье сотрудника представительства и, в надлежащих случаях, о том, что то или иное лицо становится или перестает быть членом семьи сотрудника представительства;

c) о прибытии и окончательном отбытии частных домашних работников, состоящих на службе у лиц, упомянутых в подпункте "a" настоящего пункта, и, в надлежащих случаях, об оставлении ими службы у таких лиц;

d) о найме и увольнении лиц, проживающих в государстве пребывания, в качестве сотрудников представительства или домашних работников, имеющих право на привилегии и иммунитеты.

2. Уведомление о прибытии и окончательном отбытии, по возможности, должно делаться также предварительно.

Статья 11

1. При отсутствии конкретного соглашения о численности персонала представительства государство пребывания может предложить, чтобы численность персонала

представительства сохранялась в пределах, которые оно считает разумными и нормальными, учитывая обстоятельства и условия, существующие в государстве пребывания, и потребности данного представительства.

2. Государство пребывания может также, на тех же основаниях и без дискриминации, отказаться принять должностных лиц какой-либо определенной категории.

Статья 12

Аккредитующее государство не может, без предварительного определенно выраженного согласия государства пребывания, учреждать канцелярии, составляющие часть дипломатического представительства, в других населенных пунктах, кроме тех, где учреждено само представительство.

Статья 13

1. Глава представительства считается приступившим к выполнению своих функций в государстве пребывания, в зависимости от практики, существующей в этом государстве, которая должна применяться единообразно, либо с момента вручения своих верительных грамот, либо с момента сообщения о своем прибытии и представления заверенных копий верительных грамот министерству иностранных дел государства пребывания или другому министерству, в отношении которого имеется договоренность.

2. Очередность вручения верительных грамот или представления их заверенных копий определяется датой и часом прибытия главы представительства.

Статья 14

1. Главы представительств подразделяются на три класса, а именно:

a) класс послов и нунциев, аккредитуемых при главах государств, и других глав представительств эквивалентного ранга;

b) класс посланников и интернунциев, аккредитуемых при главах государств;

c) класс поверенных в делах, аккредитуемых при министрах иностранных дел.

2. Иначе как в отношении старшинства и этикета, не должно проводиться никакого различия между главами представительств вследствие их принадлежности к тому или иному классу.

Статья 15

Класс, к которому должны принадлежать главы представительств, определяется по соглашению между государствами.

Статья 16

1. Старшинство глав представительств соответствующего класса определяется датой и часом вступления ими в выполнение своих функций согласно статье 13.

2. Изменения в верительных грамотах главы представительства, которые не влекут за собой перемены класса, не отражаются на его старшинстве.

3. Настоящая статья не затрагивает принятой в государстве пребывания практики относительно старшинства представителя Ватикана.

Статья 17

Старшинство членов дипломатического персонала представительства сообщается главой представительства министерству иностранных дел или другому министерству, в отношении которого имеется договоренность.

Статья 18

Порядок, соблюдаемый в каждом государстве при приеме глав представительств, должен быть одинаков в отношении каждого класса.

Статья 19

1. Если пост главы представительства вакантен или если глава представительства не может выполнять своих функций, временно исполняющим

обязанности главы представительства является временный поверенный в делах. Фамилия временного поверенного в делах сообщается министерству иностранных дел государства пребывания или другому министерству, в отношении которого имеется договоренность, либо главой представительства, либо, если он не в состоянии это сделать, министерством иностранных дел аккредитующего государства.

2. В тех случаях, когда ни один дипломатический сотрудник представительства не находится в государстве пребывания, член административно-технического персонала может, с согласия государства пребывания, быть назначен аккредитующим государством ответственным за ведение текущих административных дел представительства.

Статья 20

Представительству и его главе принадлежит право пользоваться флагом и эмблемой аккредитующего государства на помещениях представительства, включая резиденцию главы представительства, а также на его средствах передвижения.

Статья 21

1. Государство пребывания должно либо оказать содействие аккредитующему государству в приобретении на своей территории, согласно своим законам, помещений, необходимых для его представительства, либо оказать помощь аккредитующему государству в получении помещений каким-либо иным путем.

2. Оно должно также, в случае необходимости, оказывать помощь представительствам в получении подходящих помещений для их сотрудников.

Статья 22

1. Помещения представительства неприкосновенны. Власти государства пребывания не могут вступать в эти помещения иначе, как с согласия главы представительства.

2. На государстве пребывания лежит специальная обязанность принимать все надлежащие меры для защиты помещений представительства от всякого вторжения или нанесения ущерба и для предотвращения всякого нарушения спокойствия представительства или оскорбления его достоинства.

3. Помещения представительства, предметы их обстановки и другое находящееся в них имущество, а также средства передвижения представительства, пользуются иммунитетом от обыска, реквизиции, ареста и исполнительных действий.

Статья 23

1. Аккредитующее государство и глава представительства освобождаются от всех государственных, районных и муниципальных налогов, сборов и пошлин в отношении помещений представительства, собственных или наемных, кроме таких налогов, сборов и пошлин, которые представляют собой плату за конкретные виды обслуживания.

2. Фискальные изъятия, о которых говорится в настоящей статье, не касаются тех налогов, сборов и пошлин, которыми, согласно законам государства пребывания, облагаются лица, заключающие контракты с аккредитующим государством или главой представительства.

Статья 24

Архивы и документы представительства неприкосновенны в любое время и независимо от их местонахождения.

Статья 25

Государство пребывания должно предоставлять все возможности для выполнения функций представительства.

Статья 26

Поскольку это не противоречит законам и правилам о зонах, въезд в которые запрещается или регулируется по соображениям государственной безопасности, государство пребывания должно обеспечивать всем сотрудникам представительства свободу передвижения по его территории.

Статья 27

1. Государство пребывания должно разрешать и охранять свободные сношения представительства для всех официальных целей. При сношениях с правительством и другими представительствами и консульствами аккредитующего государства, где бы они ни находились, представительство может пользоваться всеми подходящими средствами, включая дипломатических курьеров и закодированные или шифрованные депеши. Тем не менее, представительство может устанавливать и эксплуатировать радиопередатчик лишь с согласия государства пребывания.

2. Официальная корреспонденция представительства неприкосновенна. Под официальной корреспонденцией понимается вся корреспонденция, относящаяся к представительству и его функциям.

3. Дипломатическая почта не подлежит ни вскрытию, ни задержанию.

4. Все места, составляющие дипломатическую почту, должны иметь видимые внешние знаки, указывающие на их характер, и они могут содержать только дипломатические документы и предметы, предназначенные для официального пользования.

5. Дипломатический курьер, который должен быть снабжен официальным документом с указанием его статуса и числа мест, составляющих дипломатическую почту, пользуется при исполнении своих обязанностей защитой государства пребывания. Он пользуется личной неприкосновенностью и не подлежит аресту или задержанию в какой бы то ни было форме.

6. Аккредитующее государство или представительство могут назначать дипломатических курьеров ad hoc. В таких случаях положения пункта 5 настоящей статьи также применяются, за тем исключением, что упомянутые в нем иммунитеты прекращаются в момент доставки таким курьером порученной ему дипломатической почты по назначению.

7. Дипломатическая почта может быть вверена командиру экипажа гражданского самолета, направляющегося в аэропорт, прибытие в который разрешено. Командир должен быть снабжен официальным документом с указанием числа мест, составляющих почту, но он не считается дипломатическим курьером. Представительство может направить одного из своих сотрудников принять дипломатическую почту непосредственно и беспрепятственно от командира самолета.

Статья 28

Вознаграждения и сборы, взимаемые представительством при выполнении своих официальных обязанностей, освобождаются от всех налогов, сборов и пошлин.

Статья 29

Личность дипломатического агента неприкосновенна. Он не подлежит аресту или задержанию в какой бы то ни было форме. Государство пребывания обязано относиться к нему с должным уважением и принимать все надлежащие меры для предупреждения каких-либо посягательств на его личность, свободу или достоинство.

Статья 30

1. Частная резиденция дипломатического агента пользуется той же неприкосновенностью и защитой, что и помещения представительства.

2. Его бумаги, корреспонденция и, с исключениями, предусмотренными в пункте 3 статьи 31, его имущество равным образом пользуются неприкосновенностью.

Статья 31

1. Дипломатический агент пользуется иммунитетом от уголовной юрисдикции государства пребывания. Он пользуется также иммунитетом от гражданской и административной юрисдикции, кроме случаев:

a) вещных исков, относящихся к частному недвижимому имуществу, находящемуся на территории государства пребывания, если только он не владеет им от имени аккредитующего государства для целей представительства;

b) исков, касающихся наследования, в отношении которых дипломатический агент выступает в качестве исполнителя завещания, попечителя над наследственным имуществом, наследника или отказополучателя как частное лицо, а не от имени аккредитующего государства;

c) исков, относящихся к любой профессиональной или коммерческой деятельности, осуществляемой дипломатическим агентом в государстве пребывания за пределами своих официальных функций.

2. Дипломатический агент не обязан давать показаний в качестве свидетеля.

3. Никакие исполнительные меры не могут приниматься в отношении дипломатического агента, за исключением тех случаев, которые подпадают под подпункты "a", "b" и "c" пункта 1 настоящей статьи, и иначе как при условии, что соответствующие меры могут приниматься без нарушения неприкосновенности его личности или его резиденции.

4. Иммунитет дипломатического агента от юрисдикции государства пребывания не освобождает его от юрисдикции аккредитующего государства.

Статья 32

1. От иммунитета от юрисдикции дипломатических агентов и лиц, пользующихся иммунитетом согласно статье 37, может отказаться аккредитующее государство.

2. Отказ должен быть всегда определенно выраженным.

3. Возбуждение дела дипломатическим агентом или лицом, пользующимся иммунитетом от юрисдикции согласно статье 37, лишает его права ссылаться на иммунитет от юрисдикции в отношении встречных исков, непосредственно связанных с основным иском.

4. Отказ от иммунитета от юрисдикции в отношении гражданского или административного дела не означает отказа от иммунитета в отношении исполнения решения, для чего требуется особый отказ.

Статья 33

1. При условии соблюдения положения пункта 3 настоящей статьи, постановления о социальном обеспечении, действующие в государстве пребывания, не распространяются на дипломатического агента в отношении услуг, оказываемых аккредитующему государству.

2. Изъятие, предусмотренное в пункте 1 настоящей статьи, распространяется также на домашних работников, которые находятся исключительно на службе у дипломатического агента, при условии,

a) что они не являются гражданами государства пребывания или не проживают в нем постоянно,

b) что на них распространяются постановления о социальном обеспечении, действующие в аккредитующем государстве или в третьем государстве.

3. Дипломатический агент, нанимающий лиц, на которых не распространяется изъятие, предусмотренное в пункте 2 настоящей статьи, должен выполнять обязательства, налагаемые на работодателей постановлениями о социальном обеспечении, действующими в государстве пребывания.

4. Изъятие, предусмотренное в пунктах 1 и 2 настоящей статьи, не препятствует добровольному участию в системе социального обеспечения государства пребывания, при условии, что такое участие допускается этим государством.

5. Положения настоящей статьи не затрагивают двусторонних или многосторонних соглашений о социальном обеспечении, заключенных ранее, и не препятствуют заключению таких соглашений в будущем.

Статья 34

Дипломатический агент освобождается от всех налогов, сборов и пошлин, личных и имущественных, государственных, районных и муниципальных, за исключением:

a) косвенных налогов, которые обычно включаются в цену товаров или обслуживания;

b) сборов и налогов на частное недвижимое имущество, находящееся на территории государства пребывания, если он не владеет им от имени аккредитующего государства для целей представительства;

c) налогов на наследство и пошлин на наследование, взимаемых государством пребывания, с изъятиями, предусмотренными в пункте 4 статьи 39;

d) сборов и налогов на частный доход, источник которого находится в государстве пребывания, и налогов на капиталовложения в коммерческие предприятия в государстве пребывания;

e) сборов, взимаемых за конкретные виды обслуживания;

f) регистрационных, судебных и реестровых пошлин, ипотечных сборов и гербового сбора в отношении недвижимого имущества, с изъятиями, предусмотренными в статье 23.

Статья 35

Государство пребывания обязано освобождать дипломатических агентов от всех трудовых и государственных повинностей, независимо от их характера, а также от военных повинностей, таких как реквизиции, контрибуции и военный постой.

Статья 36

1. Государство пребывания, в соответствии с принятыми им законами и правилами, разрешает ввозить и освобождает от всех таможенных пошлин, налогов и связанных с этим сборов, за исключением складских сборов, сборов за перевозку и подобного рода услуги:

a) предметы, предназначенные для официального пользования представительства;

b) предметы, предназначенные для личного пользования дипломатического агента или членов его семьи, живущих вместе с ним, включая предметы, предназначенные для его обзаведения.

2. Личный багаж дипломатического агента освобождается от досмотра, если нет серьезных оснований предполагать, что он содержит предметы, на которые не распространяются изъятия, упомянутые в пункте 1 настоящей статьи, или предметы, ввоз или вывоз которых запрещен законом или регулируется карантинными правилами государства пребывания. Такой досмотр должен производиться только в присутствии дипломатического агента или его уполномоченного представителя.

Статья 37

1. Члены семьи дипломатического агента, живущие вместе с ним, пользуются, если они не являются гражданами государства пребывания, привилегиями и иммунитетами, указанными в статьях 29-36.

2. Члены административно-технического персонала представительства и члены их семей, живущие вместе с ними, пользуются, если они не являются гражданами государства пребывания или не проживают в нем постоянно, привилегиями и иммунитетами, указанными в статьях 29-35, с тем исключением, что иммунитет от гражданской и административной юрисдикции государства пребывания, указанный в пункте 1 статьи 31, не распространяется на действия, совершенные ими не при исполнении своих обязанностей. Они пользуются также привилегиями, указанными в пункте 1 статьи 36, в отношении предметов первоначального обзаведения.

3. Члены обслуживающего персонала представительства, которые не являются гражданами государства пребывания или не проживают в нем постоянно, пользуются иммунитетом в отношении действий, совершенных ими при исполнении своих обязанностей, и освобождаются от налогов, сборов и пошлин на заработок, получаемый ими по своей службе, а также пользуются освобождением, упомянутым в статье 33.

4. Домашние работники сотрудников представительства, если они не являются гражданами государства пребывания или не проживают в нем постоянно, освобождаются от налогов, сборов и пошлин на заработок, получаемый ими по своей службе. В других отношениях они могут пользоваться привилегиями и иммунитетами только в той мере, в какой это допускает государство пребывания. Однако государство пребывания должно осуществлять свою юрисдикцию над этими лицами так, чтобы не вмешиваться ненадлежащим образом в осуществление функций представительства.

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Статья 38

1. Помимо дополнительных привилегий и иммунитетов, которые могут быть предоставлены государством пребывания, дипломатический агент, который является гражданином государства пребывания или постоянно в нем проживает, пользуется лишь иммунитетом от юрисдикции и неприкосновенностью в отношении официальных действий, совершенных им при выполнении своих функций.

2. Другие члены персонала представительства и домашние работники, которые являются гражданами государства пребывания или постоянно в нем проживают, пользуются привилегиями и иммунитетами только в той мере, в какой это допускает государство пребывания. Однако государство пребывания должно осуществлять свою юрисдикцию над этими лицами так, чтобы не вмешиваться ненадлежащим образом в осуществление функций представительства.

Статья 39

1. Каждое лицо, имеющее право на привилегии и иммунитеты, пользуется ими с момента вступления его на территорию государства пребывания при следовании для занятия своего поста или, если оно уже находится на этой территории, с того момента, когда о его назначении сообщается министерству иностранных дел или другому министерству, в отношении которого имеется договоренность.

2. Если функции лица, пользующегося привилегиями и иммунитетами, заканчиваются, эти привилегии и иммунитеты нормально прекращаются в тот момент, когда оно оставляет страну, или по истечении разумного срока для того, чтобы это сделать, но продолжают существовать до этого времени даже в случае вооруженного конфликта. Однако в отношении действий, совершенных таким лицом при выполнении своих функций сотрудника представительства, иммунитет продолжает существовать.

3. В случае смерти сотрудника представительства члены его семьи продолжают пользоваться привилегиями и иммунитетами, на которые они имеют право, до истечения разумного срока для оставления страны пребывания.

4. В случае смерти сотрудника представительства, который не был гражданином государства пребывания или не проживал в нем постоянно, или члена его

семьи, жившего вместе с ним, государство пребывания должно разрешить вывоз движимого имущества умершего, за исключением всего того имущества, которое приобретено в этой стране и вывоз которого был запрещен ко времени его смерти. Налог на наследство и пошлины на наследование не взимаются с движимого имущества, нахождение которого в государстве пребывания обусловлено исключительно пребыванием здесь умершего как сотрудника представительства или члена семьи сотрудника представительства.

Статья 40

1. Если дипломатический агент проезжает через территорию третьего государства, которое выдало ему визу, если таковая необходима, или находится на этой территории, следуя для занятия своего поста или возвращаясь на этот пост или же в свою страну, это третье государство предоставляет ему неприкосновенность и такие другие иммунитеты, какие могут потребоваться для обеспечения его проезда или возвращения. Это относится также к любым членам его семьи, пользующимся привилегиями или иммунитетами, которые сопровождают дипломатического агента или следуют отдельно, чтобы присоединиться к нему или возвратиться в свою страну.

2. При обстоятельствах, подобных тем, которые указаны в пункте 1 настоящей статьи, третьи государства не должны препятствовать проезду через их территорию членов административно-технического или обслуживающего персонала представительства и членов их семей.

3. Третьи государства должны предоставлять официальной корреспонденции и другим официальным сообщениям, следующим транзитом, включая закодированные или шифрованные депеши, ту же свободу и защиту, которая предоставляется государством пребывания. Они должны предоставлять дипломатическим курьерам, которым выдана виза, если таковая необходима, и дипломатической почте, следующей транзитом, ту же неприкосновенность и защиту, которую обязано предоставлять государство пребывания.

4. Обязанности третьих государств, предусмотренные пунктами 1, 2 и 3 настоящей статьи, относятся также к лицам, упомянутым в этих пунктах, и к

официальным сообщениям и дипломатической почте, нахождение которых на территории третьего государства вызвано форсмажорными обстоятельствами.

Статья 41

1. Без ущерба для их привилегий и иммунитетов, все лица, пользующиеся такими привилегиями и иммунитетами, обязаны уважать законы и постановления государства пребывания. Они также обязаны не вмешиваться во внутренние дела этого государства.

2. Все официальные дела с государством пребывания, вверенные представительству аккредитующим государством, ведутся с министерством иностранных дел государства пребывания или через это министерство, либо с другим министерством, в отношении которого имеется договоренность, или через это другое министерство.

3. Помещения представительства не должны использоваться в целях, не совместимых с функциями представительства, предусмотренными настоящей Конвенцией или другими нормами общего международного права, или же какими-либо специальными соглашениями, действующими между аккредитующим государством и государством пребывания.

Статья 42

Дипломатический агент не должен заниматься в государстве пребывания профессиональной или коммерческой деятельностью в целях личной выгоды.

Статья 43

Функции дипломатического агента прекращаются, в частности,

a) по уведомлении аккредитующим государством государства пребывания о том, что функции дипломатического агента прекращены;

b) по уведомлении государством пребывания аккредитующего государства, что, согласно пункту 2 статьи 9, оно отказывается признавать дипломатического агента сотрудником представительства.

Статья 44

Государство пребывания должно, даже в случае вооруженного конфликта, оказать содействие, необходимое для возможно скорого выезда пользующихся привилегиями и иммунитетами лиц, не являющихся гражданами государства пребывания, и членов семей таких лиц, независимо от их гражданства. Оно должно, в частности, предоставить в случае необходимости в их распоряжение перевозочные средства, которые требуются для них самих и их имущества.

Статья 45

В случае разрыва дипломатических сношений между двумя государствами либо окончательного или временного отозвания представительства,

a) государство пребывания должно, даже в случае вооруженного конфликта, уважать и охранять помещения представительства вместе с его имуществом и архивами;

b) аккредитующее государство может вверить охрану помещений своего представительства вместе с его имуществом и архивами третьему государству, приемлемому для государства пребывания;

c) аккредитующее государство может вверить защиту своих интересов и интересов своих граждан третьему государству, приемлемому для государства пребывания.

Статья 46

Аккредитующее государство может, с предварительного согласия государства пребывания и по просьбе третьего государства, не представленного в государстве пребывания, взять на себя временную защиту интересов этого третьего государства и его граждан.

Статья 47

1. При применении положений настоящей Конвенции государство пребывания не должно проводить дискриминации между государствами.

2. Однако не считается, что имеет место дискриминация,

a) если государство пребывания применяет какое-либо из положений настоящей Конвенции ограничительно ввиду ограничительного применения этого положения к его представительству в аккредитующем государстве;

b) если по обычаю или соглашению государства предоставляют друг другу режим, более благоприятный, чем тот, который требуется положениями настоящей Конвенции.

Статья 48

Настоящая Конвенция открыта для подписания всеми государствами-членами Организации Объединенных Наций или специализированных учреждений, государствами, являющимися участниками Статута Международного Суда, а также любым другим государством, приглашенным Генеральной Ассамблеей Организации Объединенных Наций стать участником Конвенции: до 31 октября 1961 года - в федеральном министерстве иностранных дел Австрии, а затем, до 31 марта 1962 года, - в Центральных Учреждениях Организации Объединенных Наций в Нью-Йорке.

Статья 49

Настоящая Конвенция подлежит ратификации. Ратификационные грамоты сдаются на хранение Генеральному Секретарю Организации Объединенных Наций.

Статья 50

Настоящая Конвенция открыта для присоединения любого государства, принадлежащего к одной из четырех категорий, перечисленных в статье 48. Акты о присоединении сдаются на хранение Генеральному Секретарю Организации Объединенных Наций.

Статья 51

1. Настоящая Конвенция вступит в силу на тридцатый день после сдачи на хранение двадцать второй ратификационной грамоты или акта о присоединении Генеральному Секретарю Организации Объединенных Наций.

2. В отношении каждого государства, которое ратифицирует Конвенцию или присоединится к ней после сдачи на хранение двадцать второй ратификационной грамоты или акта о присоединении, Конвенция вступит в силу на тридцатый день после сдачи на хранение этим государством своей ратификационной грамоты или акта о присоединении.

Статья 52

Генеральный Секретарь Организации Объединенных Наций уведомляет все государства, принадлежащие к одной из четырех категорий, перечисленных в статье 48:

a) о подписании настоящей Конвенции и о сдаче на хранение ратификационных грамот или актов о присоединении в соответствии со статьями 48, 49 и 50;

b) о дате вступления в силу настоящей Конвенции в соответствии со статьей 51.

Статья 53

Подлинник настоящей Конвенции, тексты которого на русском, английском, испанском, китайском и французском языках являются равно аутентичными, будет сдан на хранение Генеральному Секретарю Организации Объединенных Наций, который направит его заверенные копии всем государствам, принадлежащим к одной из четырех категорий, перечисленных в статье 48.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, надлежащим образом уполномоченные, подписали настоящую Конвенцию.

СОВЕРШЕНО В ВЕНЕ восемнадцатого апреля тысяча девятьсот шестьдесят первого года.

CONFERENCIA DE LAS NACIONES UNIDAS
SOBRE RELACIONES E INMUNIDADES DIPLOMATICAS

CONVENCION DE VIENA
SOBRE
RELACIONES DIPLOMATICAS

NACIONES UNIDAS

1961

TIAS 7502

CONVENCION DE VIENA SOBRE RELACIONES DIPLOMATICAS

Los Estados Partes en la presente Convención,

Teniendo presente que desde antiguos tiempos los pueblos de todas las naciones han reconocido el estatuto de los funcionarios diplomáticos,

Teniendo en cuenta los propósitos y principios de la Carta de las Naciones Unidas relativos a la igualdad soberana de los Estados, al mantenimiento de la paz y de la seguridad internacionales y al fomento de las relaciones de amistad entre las naciones,

Estimando que una convención internacional sobre relaciones, privilegios e inmunidades diplomáticos contribuirá al desarrollo de las relaciones amistosas entre las naciones, prescindiendo de sus diferencias de régimen constitucional y social,

Reconociendo que tales inmunidades y privilegios se conceden, no en beneficio de las personas, sino con el fin de garantizar el desempeño eficaz de las funciones de las misiones diplomáticas en calidad de representantes de los Estados,

Afirmando que las normas del derecho internacional consuetudinario han de continuar rigiendo las cuestiones que no hayan sido expresamente reguladas en las disposiciones de la presente Convención,

Han convenido en lo siguiente:

Artículo 1

A los efectos de la presente Convención:

a) por "jefe de misión", se entiende la persona encargada por el Estado acreditante de actuar con carácter de tal;

b) por "miembros de la misión", se entiende el jefe de la misión y los miembros del personal de la misión;

c) por "miembros del personal de la misión", se entiende los miembros del personal diplomático, del personal administrativo y técnico y del personal de servicio de la misión;

d) por "miembros del personal diplomático", se entiende los miembros del personal de la misión que posean la calidad de diplomático;

e) por "agente diplomático", se entiende el jefe de la misión o un miembro del personal diplomático de la misión;

f) por "miembros del personal administrativo y técnico", se entiende los miembros del personal de la misión empleados en el servicio administrativo y técnico de la misión;

g) por "miembros del personal de servicio", se entiende los miembros del personal de la misión empleados en el servicio doméstico de la misión;

h) por "criado particular", se entiende toda persona al servicio doméstico de un miembro de la misión, que no sea empleada del Estado acreditante;

i) por "locales de la misión", es entiende los edificios o las partes de los edificios, sea cual fuere su propietario, utilizados para las finalidades de la misión, incluyendo la residencia del jefe de la misión, así como el terreno destinado al servicio de esos edificios o de parte de ellos.

Artículo 2

El establecimiento de relaciones diplomáticas entre Estados y el envío de misiones diplomáticas permanentes se efectúa por consentimiento mutuo.

Artículo 3

1. Las funciones de una misión diplomática consisten principalmente en:

a) representar al Estado acreditante ante el Estado receptor;

b) proteger en el Estado receptor los intereses del Estado acreditante y los de sus nacionales, dentro de los límites permitidos por el derecho internacional;

c) negociar con el gobierno del Estado receptor;

d) enterarse por todos los medios lícitos de las condiciones y de la evolución de los acontecimientos en el Estado receptor e informar sobre ello al gobierno del Estado acreditante;

e) fomentar las relaciones amistosas y desarrollar las relaciones económicas, culturales y científicas entre el Estado acreditante y el Estado receptor.

2. Ninguna disposición de la presente Convención se interpretará de modo que impida el ejercicio de funciones consulares por la misión diplomática.

Artículo 4

1. El Estado acreditante deberá asegurarse de que la persona que se proponga acreditar como jefe de la misión ante el Estado receptor ha obtenido el asentimiento de ese Estado.

2. El Estado receptor no está obligado a expresar al Estado acreditante los motivos de su negativa a otorgar el asentimiento.

Artículo 5

1. El Estado acreditante podrá, después de haberlo notificado en debida forma a los Estados receptores interesados, acreditar a un jefe de misión ante dos o más Estados, o bien destinar a ellos a cualquier miembro del personal diplomático, salvo que alguno de los Estados receptores se oponga expresamente.

2. Si un Estado acredita a un jefe de misión ante dos o más Estados, podrá establecer una misión diplomática dirigida por un encargado de negocios ad interim en cada uno de los Estados en que el jefe de la misión no tenga su sede permanente.

3. El jefe de misión o cualquier miembro del personal diplomático de la misión podrá representar al Estado acreditante ante cualquier organización internacional.

Artículo 6

Dos o más Estados podrán acreditar a la misma persona como jefe de misión ante un tercer Estado, salvo que el Estado receptor se oponga a ello.

Artículo 7

Sin perjuicio de lo dispuesto en los artículos 5, 8, 9 y 11, el Estado acreditante nombrará libremente al personal de la misión. En el caso de los agregados militares, navales o aéreos, el Estado receptor podrá exigir que se le sometan de antemano sus nombres, para su aprobación.

Artículo 8

1. Los miembros del personal diplomático de la misión habrán de tener, en principio, la nacionalidad del Estado acreditante.

2. Los miembros del personal diplomático de la misión no podrán ser elegidos entre personas que tengan la nacionalidad del Estado receptor, excepto con el consentimiento de ese Estado, que podrá retirarlo en cualquier momento.

3. El Estado receptor podrá reservarse el mismo derecho respecto de los nacionales de un tercer Estado que no sean al mismo tiempo nacionales del Estado acreditante.

Artículo 9

1. El Estado receptor podrá, en cualquier momento y sin tener que exponer los motivos de su decisión, comunicar al Estado acreditante que el jefe u otro miembro del personal diplomático de la misión es persona *non grata*, o que cualquier otro miembro del personal de la misión no es

aceptable. El Estado acreditante retirará entonces a esa persona o pondrá término a sus funciones en la misión, según proceda. Toda persona podrá ser declarada non grata o no aceptable antes de su llegada al territorio del Estado receptor.

2. Si el Estado acreditante se niega a ejecutar o no ejecuta en un plazo razonable las obligaciones que le incumben a tenor de lo dispuesto en el párrafo 1, el Estado receptor podrá negarse a reconocer como miembro de la misión a la persona de que se trate.

Artículo 10

1. Se notificará al Ministerio de Relaciones Exteriores, o al Ministerio que se haya convenido, del Estado receptor:

a) el nombramiento de los miembros de la misión, su llegada y su salida definitiva o la terminación de sus funciones en la misión;

b) la llegada y la salida definitiva de toda persona perteneciente a la familia de un miembro de la misión y, en su caso, el hecho de que determinada persona entre a formar parte o cese de ser miembro de la familia de un miembro de la misión;

c) la llegada y la salida definitiva de los criados particulares al servicio de las personas a que se refiere el inciso a) de este párrafo y, en su caso, el hecho de que cesen en el servicio de tales personas;

d) la contratación y el despido de personas residentes en el Estado receptor como miembros de la misión o criados particulares que tengan derecho a privilegios e inmunidades.

2. Cuando sea posible, la llegada y la salida definitiva se notificarán también con antelación.

Artículo 11

1. A falta de acuerdo explícito sobre el número de miembros de la misión, el Estado receptor podrá exigir que ese número esté dentro

de los límites de lo que considere que es razonable y normal, según las circunstancias y condiciones de ese Estado y las necesidades de la misión de que se trate.

2. El Estado receptor podrá también, dentro de esos límites y sin discriminación alguna, negarse a aceptar funcionarios de una determinada categoría.

Artículo 12

El Estado acreditante no podrá, sin el consentimiento previo y expreso del Estado receptor, establecer oficinas que formen parte de la misión en localidades distintas de aquella en que radique la propia misión.

Artículo 13

1. Se considerará que el jefe de misión ha asumido sus funciones en el Estado receptor desde el momento en que haya presentado sus cartas credenciales o en que haya comunicado su llegada y presentado copia de estilo de sus cartas credenciales al Ministerio de Relaciones Exteriores, o al Ministerio que se haya convenido, según la práctica en vigor en el Estado receptor, que deberá aplicarse de manera uniforme.

2. El orden de presentación de las cartas credenciales o de su copia de estilo se determinará por la fecha y hora de llegada del jefe de misión.

Artículo 14

1. Los jefes de misión se dividen en tres clases:

a) embajadores o nuncios acreditados ante los Jefes de Estado, y otros jefes de misión de rango equivalente;

b) enviados, ministros o internuncios acreditados ante los Jefes de Estado;

c) encargados de negocios acreditados ante los Ministros de Relaciones Exteriores.

2. Salvo por lo que respecta a la precedencia y a la etiqueta, no se hará ninguna distinción entre los jefes de misión por razón de su clase.

Artículo 15

Los Estados se pondrán de acuerdo acerca de la clase a que habrán de pertenecer los jefes de sus misiones.

Artículo 16

1. La precedencia de los jefes de misión, dentro de cada clase, se establecerá siguiendo el orden de la fecha y hora en que hayan asumido sus funciones, de conformidad con el artículo 13.

2. Las modificaciones en las cartas credenciales de un jefe de misión que no entrañen cambio de clase no alterarán su orden de precedencia.

3. Las disposiciones de este artículo se entenderán sin perjuicio de los usos que acepte el Estado receptor respecto de la precedencia del representante de la Santa Sede.

Artículo 17

El jefe de misión notificará al Ministerio de Relaciones Exteriores, o al Ministerio que se haya convenido, el orden de precedencia de los miembros del personal diplomático de la misión.

Artículo 18

El procedimiento que se siga en cada Estado para la recepción de los jefes de misión será uniforme respecto de cada clase.

Artículo 19

1. Si queda vacante el puesto de jefe de misión o si el jefe de misión no puede desempeñar sus funciones, un encargado de negocios

ad interim actuará provisionalmente como jefe de la misión. El nombre del encargado de negocios ad interim será comunicado al Ministerio de Relaciones Exteriores del Estado receptor, o al Ministerio que se haya convenido, por el jefe de misión o, en el caso en que éste no pueda hacerlo, por el Ministerio de Relaciones Exteriores del Estado acreditante.

2. Caso de no estar presente ningún miembro del personal diplomático de la misión en el Estado receptor, un miembro del personal administrativo y técnico podrá, con el consentimiento del Estado receptor, ser designado por el Estado acreditante para hacerse cargo de los asuntos administrativos corrientes de la misión.

Artículo 20

La misión y su jefe tendrán derecho a colocar la bandera y el escudo del Estado acreditante en los locales de la misión, incluyendo la residencia del jefe de la misión, y en los medios de transporte de éste.

Artículo 21

1. El Estado receptor deberá, sea facilitar la adquisición en su territorio de conformidad con sus propias leyes, por el Estado acreditante, de los locales necesarios para la misión, o ayudar a éste a obtener alojamiento de otra manera.

2. Cuando sea necesario, ayudará también a las misiones a obtener alojamiento adecuado para sus miembros.

Artículo 22

1. Los locales de la misión son inviolables. Los agentes del Estado receptor no podrán penetrar en ellos sin consentimiento del jefe de la misión.

2. El Estado receptor tiene la obligación especial de adoptar todas las medidas adecuadas para proteger los locales de la misión contra toda intrusión o daño y evitar que se turbe la tranquilidad de la misión o se atente contra su dignidad.

3. Los locales de la misión, su mobiliario y demás bienes situados en ellos, así como los medios de transporte de la misión, no podrán ser objeto de ningún registro, requisa, embargo o medida de ejecución.

Artículo 23

1. El Estado acreditante y el jefe de la misión están exentos de todos los impuestos y gravámenes nacionales, regionales o municipales, sobre los locales de la misión de que sean propietarios o inquilinos, salvo de aquellos impuestos o gravámenes que constituyan el pago de servicios particulares prestados.

2. La exención fiscal a que se refiere este artículo no se aplica a los impuestos y gravámenes que, conforme a las disposiciones legales del Estado receptor, estén a cargo del particular que contrate con el Estado acreditante o con el jefe de la misión.

Artículo 24

Los archivos y documentos de la misión son siempre inviolables, dondequiera que se hallen.

Artículo 25

El Estado receptor dará toda clase de facilidades para el desempeño de las funciones de la misión.

Artículo 26

Sin perjuicio de sus leyes y reglamentos referentes a zonas de acceso prohibido o reglamentado por razones de seguridad nacional, el Estado receptor garantizará a todos los miembros de la misión la libertad de circulación y de tránsito por su territorio.

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Artículo 27

1. El Estado receptor permitirá y protegerá la libre comunicación de la misión para todos los fines oficiales. Para comunicarse con el gobierno y con las demás misiones y consulados del Estado acreditante, dondequiera que radiquen, la misión podrá emplear todos los medios de comunicación adecuados, entre ellos los correos diplomáticos y los mensajes en clave o en cifra. Sin embargo, únicamente con el consentimiento del Estado receptor podrá la misión instalar y utilizar una emisora de radio.

2. La correspondencia oficial de la misión es inviolable. Por correspondencia oficial se entiende toda correspondencia concerniente a la misión y a sus funciones.

3. La valija diplomática no podrá ser abierta ni retenida.

4. Los bultos que constituyan la valija diplomática deberán ir provistos de signos exteriores visibles indicadores de su carácter y sólo podrán contener documentos diplomáticos u objetos de uso oficial.

5. El correo diplomático, que debe llevar consigo un documento oficial en el que conste su condición de tal y el número de bultos que constituyan la valija, estará protegido, en el desempeño de sus funciones, por el Estado receptor. Gozará de inviolabilidad personal y no podrá ser objeto de ninguna forma de detención o arresto.

6. El Estado acreditante o la misión podrán designar correos diplomáticos ad hoc. En tales casos se aplicarán también las disposiciones del párrafo 5 de este artículo, pero las inmunidades en él mencionadas dejarán de ser aplicables cuando dicho correo haya entregado al destinatario la valija diplomática que se le haya encomendado.

7. La valija diplomática podrá ser confiada al comandante de una aeronave comercial que haya de aterrizar en un aeropuerto de entrada autorizado. El comandante deberá llevar consigo un documento oficial en el que conste el número de bultos que constituyan la valija, pero no podrá ser considerado como correo diplomático. La misión podrá enviar a uno de sus miembros, a tomar posesión directa y libremente de la valija diplomática de manos del comandante de la aeronave.

Artículo 28

Los derechos y aranceles que perciba la misión por actos oficiales están exentos de todo impuesto y gravamen.

Artículo 29

La persona del agente diplomático es inviolable. No puede ser objeto de ninguna forma de detención o arresto. El Estado receptor le tratará con el debido respeto y adoptará todas las medidas adecuadas para impedir cualquier atentado contra su persona, su libertad o su dignidad.

Artículo 30

1. La residencia particular del agente diplomático goza de la misma inviolabilidad y protección que los locales de la misión.

2. Sus documentos, su correspondencia y, salvo lo previsto en el párrafo 3 del artículo 31, sus bienes, gozarán igualmente de inviolabilidad.

Artículo 31

1. El agente diplomático gozará de inmunidad de la jurisdicción penal del Estado receptor. Gozará también de inmunidad de su jurisdicción civil y administrativa, excepto si se trata:

a) de una acción real sobre bienes inmuebles particulares radicados en el territorio del Estado receptor, a menos que el agente diplomático los posea por cuenta del Estado acreditante para los fines de la misión;

b) de una acción sucesoria en la que el agente diplomático figure, a título privado y no en nombre del Estado acreditante, como ejecutor testamentario, administrador, heredero o legatario;

c) de una acción referente a cualquier actividad profesional o comercial ejercida por el agente diplomático en el Estado receptor, fuera de sus funciones oficiales.

2. El agente diplomático no está obligado a testificar.

3. El agente diplomático no podrá ser objeto de ninguna medida de ejecución, salvo en los casos previstos en los incisos a), b) y c) del párrafo 1 de este artículo y con tal de que no sufra menoscabo la inviolabilidad de su persona o de su residencia.

4. La inmunidad de jurisdicción de un agente diplomático en el Estado receptor no le exime de la jurisdicción del Estado acreditante.

Artículo 32

1. El Estado acreditante puede renunciar a la inmunidad de jurisdicción de sus agentes diplomáticos y de las personas que gocen de inmunidad conforme al artículo 37.

2. La renuncia ha de ser siempre expresa.

3. Si un agente diplomático o una persona que goce de inmunidad de jurisdicción conforme al artículo 37 entabla una acción judicial, no le será permitido invocar la inmunidad de jurisdicción respecto de cualquier reconvención directamente ligada a la demanda principal.

4. La renuncia a la inmunidad de jurisdicción respecto de las acciones civiles o administrativas no ha de entenderse que entraña renuncia a la inmunidad en cuanto a la ejecución del fallo, para lo cual será necesaria una nueva renuncia.

Artículo 33

1. Sin perjuicio de las disposiciones del párrafo 3 de este artículo, el agente diplomático estará, en cuanto a los servicios prestados al Estado acreditante, exento de las disposiciones sobre seguridad social que estén vigentes en el Estado receptor.

2. La exención prevista en el párrafo 1 de este artículo se aplicará también a los criados particulares que se hallen al servicio exclusivo del agente diplomático, a condición de que:

a) no sean nacionales del Estado receptor o no tengan en él residencia permanente; y

b) estén protegidos por las disposiciones sobre seguridad social que estén vigentes en el Estado acreditante o en un tercer Estado.

3. El agente diplomático que emplee a personas a quienes no se aplique la exención prevista en el párrafo 2 de este artículo, habrá de cumplir las obligaciones que las disposiciones sobre seguridad social del Estado receptor impongan a los empleadores.

4. La exención prevista en los párrafos 1 y 2 de este artículo no impedirá la participación voluntaria en el régimen de seguridad social del Estado receptor, a condición de que tal participación esté permitida por ese Estado.

5. Las disposiciones de este artículo se entenderán sin perjuicio de los acuerdos bilaterales o multilaterales sobre seguridad social ya concertados y no impedirán que se concierten en lo sucesivo acuerdos de esa índole.

Artículo 34

El agente diplomático estará exento de todos los impuestos y gravámenes personales o reales, nacionales, regionales o municipales, con excepción:

a) de los impuestos indirectos de la índole de los normalmente incluidos en el precio de las mercaderías o servicios;

b) de los impuestos y gravámenes sobre los bienes inmuebles privados que radiquen en el territorio del Estado receptor, a menos que el agente diplomático los posea por cuenta del Estado acreditante y para los fines de la misión;

c) de los impuestos sobre las sucesiones que corresponda percibir al Estado receptor, salvo lo dispuesto en el párrafo 4 del artículo 39;

d) de los impuestos y gravámenes sobre los ingresos privados que tengan su origen en el Estado receptor y de los impuestos sobre el capital que graven las inversiones efectuadas en empresas comerciales en el Estado receptor;

e) de los impuestos y gravámenes correspondientes a servicios particulares prestados;

f) salvo lo dispuesto en el artículo 23, de los derechos de registro, aranceles judiciales, hipoteca y timbre, cuando se trate de bienes inmuebles.

Artículo 35

El Estado receptor deberá eximir a los agentes diplomáticos de toda prestación personal, de todo servicio público cualquiera que sea su naturaleza y de cargas militares tales como las requisiciones, las contribuciones y los alojamientos militares.

Artículo 36

1. El Estado receptor, con arreglo a las leyes y reglamentos que promulgue, permitirá la entrada, con exención de toda clase de derechos de aduana, impuestos y gravámenes conexos, salvo los gastos de almacenaje, acarreo y servicios análogos:

a) de los objetos destinados al uso oficial de la misión;

b) de los objetos destinados al uso personal del agente diplomático o de los miembros de su familia que formen parte de su casa, incluidos los efectos destinados a su instalación.

2. El agente diplomático estará exento de la inspección de su equipaje personal, a menos que haya motivos fundados para suponer que contiene objetos no comprendidos en las exenciones mencionadas en el párrafo 1 de este artículo, u objetos cuya importación o exportación esté prohibida por la legislación del Estado receptor o sometida a sus

reglamentos de cuarentena. En este caso, la inspección sólo se podrá efectuar en presencia del agente diplomático o de su representante autorizado.

Artículo 37

1. Los miembros de la familia de un agente diplomático que formen parte de su casa gozarán de los privilegios e inmunidades especificados en los artículos 29 a 36, siempre que no sean nacionales del Estado receptor.

2. Los miembros del personal administrativo y técnico de la misión, con los miembros de sus familias que formen parte de sus respectivas casas, siempre que no sean nacionales del Estado receptor ni tengan en él residencia permanente, gozarán de los privilegios e inmunidades mencionados en los artículos 29 a 35, salvo que la inmunidad de la jurisdicción civil y administrativa del Estado receptor especificada en el párrafo 1 del artículo 31, no se extenderá a los actos realizados fuera del desempeño de sus funciones. Gozarán también de los privilegios especificados en el párrafo 1 del artículo 36, respecto de los objetos importados al efectuar su primera instalación.

3. Los miembros del personal de servicio de la misión que no sean nacionales del Estado receptor ni tengan en él residencia permanente, gozarán de inmunidad por los actos realizados en el desempeño de sus funciones, de exención de impuestos y gravámenes sobre los salarios que perciban por sus servicios y de la exención que figura en el artículo 33.

4. Los criados particulares de los miembros de la misión, que no sean nacionales del Estado receptor ni tengan en él residencia permanente, estarán exentos de impuestos y gravámenes sobre los salarios que perciban por sus servicios. A otros respectos, sólo gozarán de privilegios e inmunidades en la medida reconocida por dicho Estado. No obstante, el Estado receptor habrá de ejercer su jurisdicción sobre esas personas de modo que no estorbe indebidamente el desempeño de las funciones de la misión.

Artículo 38

1. Excepto en la medida en que el Estado receptor conceda otros privilegios e inmunidades, el agente diplomático que sea nacional de ese Estado o tenga en él residencia permanente sólo gozará de inmunidad de jurisdicción e inviolabilidad por los actos oficiales realizados en el desempeño de sus funciones.

2. Los otros miembros de la misión y los criados particulares que sean nacionales del Estado receptor o tengan en él su residencia permanente, gozarán de los privilegios e inmunidades únicamente en la medida en que lo admita dicho Estado. No obstante, el Estado receptor habrá de ejercer su jurisdicción sobre esas personas de modo que no estorbe indebidamente el desempeño de las funciones de la misión.

Artículo 39

1. Toda persona que tenga derecho a privilegios e inmunidades gozará de ellos desde que penetre en el territorio del Estado receptor para tomar posesión de su cargo o, si se encuentra ya en ese territorio, desde que su nombramiento haya sido comunicado al Ministerio de Relaciones Exteriores o al Ministerio que se haya convenido.

2. Cuando terminen las funciones de una persona que goce de privilegios e inmunidades, tales privilegios e inmunidades cesarán normalmente en el momento en que esa persona salga del país o en el que expire el plazo razonable que le haya sido concedido para permitirle salir de él, pero subsistirán hasta entonces, aun en caso de conflicto armado. Sin embargo, no cesará la inmunidad respecto de los actos realizados por tal persona en el ejercicio de sus funciones como miembro de la misión.

3. En caso de fallecimiento de un miembro de la misión, los miembros de su familia continuarán en el goce de los privilegios e inmunidades que les correspondan hasta la expiración de un plazo razonable en el que puedan abandonar el país.

4. En caso de fallecimiento de un miembro de la misión que no sea nacional del Estado receptor ni tenga en él residencia permanente, o de

un miembro de su familia que forme parte de su casa, dicho Estado permitirá que se saquen del país los bienes muebles del fallecido, salvo los que hayan sido adquiridos en él y cuya exportación se halle prohibida en el momento del fallecimiento. No serán objeto de impuestos de sucesión los bienes muebles que se hallaren en el Estado receptor por el solo hecho de haber vivido allí el causante de la sucesión como miembro de la misión o como persona de la familia de un miembro de la misión.

Artículo 40

1. Si un agente diplomático atraviesa el territorio de un tercer Estado que le hubiere otorgado el visado del pasaporte si tal visado fuere necesario, o se encuentra en él para ir a tomar posesión de sus funciones, para reintegrarse a su cargo o para volver a su país, el tercer Estado le concederá la inviolabilidad y todas las demás inmunidades necesarias para facilitarle el tránsito o el regreso. Esta regla será igualmente aplicable a los miembros de su familia que gocen de privilegios e inmunidades y acompañen al agente diplomático o viajen separadamente para reunirse con él o regresar a su país.

2. En circunstancias análogas a las previstas en el párrafo 1 de este artículo, los terceros Estados no habrán de dificultar el paso por su territorio de los miembros del personal administrativo y técnico, del personal de servicio de una misión o de los miembros de sus familias.

3. Los terceros Estados concederán a la correspondencia oficial y a otras comunicaciones oficiales en tránsito, incluso a los despachos en clave o en cifra, la misma libertad y protección concedida por el Estado receptor. Concederán a los correos diplomáticos a quienes hubieren otorgado el visado del pasaporte si tal visado fuere necesario, así como a las valijas diplomáticas en tránsito, la misma inviolabilidad y protección que se halla obligado a prestar el Estado receptor.

4. Las obligaciones de los terceros Estados en virtud de los párrafos 1, 2 y 3 de este artículo serán también aplicables a las personas mencionadas respectivamente en esos párrafos, así como a las

comunicaciones oficiales y a las valijas diplomáticas, que se hallen en el territorio del tercer Estado a causa de fuerza mayor.

Artículo 41

1. Sin perjuicio de sus privilegios e inmunidades, todas las personas que gocen de esos privilegios e inmunidades deberán respetar las leyes y reglamentos del Estado receptor. También están obligadas a no inmiscuirse en los asuntos internos de ese Estado.

2. Todos los asuntos oficiales de que la misión esté encargada por el Estado acreditante han de ser tratados con el Ministerio de Relaciones Exteriores de ese Estado o por conducto de él, o con el Ministerio que se haya convenido.

3. Los locales de la misión no deben ser utilizados de manera incompatible con las funciones de la misión tal como están enunciadas en la presente Convención, en otras normas del derecho internacional general o en los acuerdos particulares que estén en vigor entre el Estado acreditante y el Estado receptor.

Artículo 42

El agente diplomático no ejercerá en el Estado receptor ninguna actividad profesional o comercial en provecho propio.

Artículo 43

Las funciones del agente diplomático terminarán, principalmente:

a) cuando el Estado acreditante comunique al Estado receptor que las funciones del agente diplomático han terminado;

b) cuando el Estado receptor comunique al Estado acreditante que, de conformidad con el párrafo 2 del artículo 9, se niega a reconocer al agente diplomático como miembro de la misión.

Artículo 44

El Estado receptor deberá, aun en caso de conflicto armado, dar facilidades para que las personas que gozan de privilegios e inmunidades y no sean nacionales del Estado receptor, así como los miembros de sus familias, sea cual fuere su nacionalidad, puedan salir de su territorio lo más pronto posible. En especial, deberá poner a su disposición, si fuere necesario, los medios de transporte indispensables para tales personas y sus bienes.

Artículo 45

En caso de ruptura de las relaciones diplomáticas entre dos Estados, o si se pone término a una misión de modo definitivo o temporal:

a) el Estado receptor estará obligado a respetar y a proteger, aun en caso de conflicto armado, los locales de la misión así como sus bienes y archivos;

b) el Estado acreditante podrá confiar la custodia de los locales de la misión, así como de sus bienes y archivos, a un tercer Estado aceptable para el Estado receptor;

c) el Estado acreditante podrá confiar la protección de sus intereses y de los intereses de sus nacionales a un tercer Estado aceptable para el Estado receptor.

Artículo 46

Con el consentimiento previo del Estado receptor y a petición de un tercer Estado no representado en él, el Estado acreditante podrá asumir la protección temporal de los intereses del tercer Estado y de sus nacionales.

Artículo 47

1. En la aplicación de las disposiciones de la presente Convención, el Estado receptor no hará ninguna discriminación entre los Estados.

2. Sin embargo, no se considerará como discriminatorio:

a) que el Estado receptor aplique con criterio restrictivo cualquier disposición de la presente Convención, porque con tal criterio haya sido aplicada a su misión en el Estado acreditante;

b) que, por costumbre o acuerdo, los Estados se concedan recíprocamente un trato más favorable que el requerido en las disposiciones de la presente Convención.

Artículo 48

La presente Convención estará abierta a la firma de todos los Estados Miembros de las Naciones Unidas o de algún organismo especializado, así como de todo Estado Parte en el Estatuto de la Corte Internacional de Justicia y de cualquier otro Estado invitado por la Asamblea General de las Naciones Unidas a ser parte en la Convención, de la manera siguiente: hasta el 31 de octubre de 1961, en el Ministerio Federal de Relaciones Exteriores de Austria; y después, hasta el 31 de marzo de 1962, en la Sede de las Naciones Unidas en Nueva York.

Artículo 49

La presente Convención está sujeta a ratificación. Los instrumentos de ratificación se depositarán en poder del Secretario General de las Naciones Unidas.

Artículo 50

La presente Convención quedará abierta a la adhesión de los Estados pertenecientes a alguna de las cuatro categorías mencionadas en el artículo 48. Los instrumentos de adhesión se depositarán en poder del Secretario General de las Naciones Unidas.

Artículo 51

1. La presente Convención entrará en vigor el trigésimo día a partir de la fecha en que haya sido depositado en poder del Secretario General de las Naciones Unidas el vigesimosegundo instrumento de ratificación o de adhesión.

2. Para cada Estado que ratifique la Convención o se adhiera a ella después de haber sido depositado el vigesimosegundo instrumento de ratificación o de adhesión, la Convención entrará en vigor el trigésimo día a partir de la fecha en que tal Estado haya depositado su instrumento de ratificación o de adhesión.

Artículo 52

El Secretario General de las Naciones Unidas comunicará a todos los Estados pertenecientes a cualquiera de las cuatro categorías mencionadas en el artículo 48:

a) qué países han firmado la presente Convención y cuáles han depositado los instrumentos de ratificación o adhesión, de conformidad con lo dispuesto en los artículos 48, 49 y 50;

b) en qué fecha entrará en vigor la presente Convención, de conformidad con lo dispuesto en el artículo 51.

Artículo 53

El original de la presente Convención, cuyos textos chino, español, francés, inglés y ruso son igualmente auténticos, será depositado en poder del Secretario General de las Naciones Unidas, quien remitirá copia certificada a todos los Estados pertenecientes a cualquiera de las cuatro categorías mencionadas en el artículo 48.

EN TESTIMONIO DE LO CUAL, los plenipotenciarios infrascritos, debidamente autorizados por sus respectivos Gobiernos, han firmado la presente Convención.

HECHA EN VIENA, el día dieciocho de abril de mil novecientos sesenta y uno.

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:

S. ÇARÇANI

FOR ARGENTINA:
POUR L'ARGENTINE:
阿根廷:
За Аргентину:
POR LA ARGENTINA:

C. BOLLINI SHAW

FOR AUSTRALIA:
POUR L'AUSTRALIE:
澳大利亞:
За Австралию:
POR AUSTRALIA:

J. PLIMSOLL
30 March 1962

FOR AUSTRIA:
POUR L'AUTRICHE:
奥地利:
За Австрию:
POR AUSTRIA:

KREISKY

FOR BELGIUM:
POUR LA BELGIQUE:
比利時:
За Бельгию:
POR BÉLGICA:

G. DELCOIGNE
Le 23 octobre 1961

FOR BOLIVIA:
POUR LA BOLIVIE:
玻利維亞:
За Боливию:
POR BOLIVIA:

FOR BRAZIL.
POUR LE BRÉSIL.
巴西:
За Бразилию:
POR EL BRASIL.

J. DE SOUZA LEÃO

FOR BULGARIA:
POUR LA BULGARIE:
保加利亞.
За Болгарию:
POR BULGARIA.

IV. DASKALOV

Y. GOLÉMANOV

FOR BURMA:
POUR LA BIRMANIE:
緬甸:
За Бирму:
POR BIRMANIA:

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:

S. SHARDYKO

FOR CAMBODIA:
POUR LE CAMBODGE:
柬埔寨:
За Камбоджу:
POR CAMBOYA:

TIAS 7502

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FOR CAMEROUN:
POUR LE CAMEROUN:
喀麥隆:
За Камерун:
POR EL CAMERÚN:

FOR CANADA:
POUR LE CANADA:
加拿大:
За Канаду:
POR EL CANADÁ:

C. S. A. RITCHIE
February 5th, 1962

FOR THE CENTRAL AFRICAN REPUBLIC:
POUR LA RÉPUBLIQUE CENTRAFRICAINE:
中非共和國:
За Центральноафриканскую Республику:
POR LA REPÚBLICA CENTROAFRICANA:

M. GALLIN-DOUATHE
28 mars 1962

TIAS 7502.

FOR CEYLON:
POUR CEYLAN:
錫蘭:
За Цейлон:
POR CEILÁN:

R. S. S. GUNEWARDENE

FOR CHAD:
POUR LE TCHAD:
查德:
За Чад:
POR EL CHAD:

FOR CHILE:
POUR LE CHILI:
智利:
За Чили:
POR CHILE:

LUIS MELO LECAROS

FOR CHINA:
POUR LA CHINE:
中國:
За Китай:
POR LA CHINA:

HU Ching-yu

CHEN Tai-chu

FOR COLOMBIA:
POUR LA COLOMBIE:
哥倫比亞:
За Колумбию:
POR COLOMBIA:

M. AGUDELO G.

Antonio BAYONA

FOR THE CONGO (BRAZZAVILLE):
POUR LE CONGO (BRAZZAVILLE):
剛果 (伯拉沙維爾):
За Конго (Браззавиль):
POR EL CONGO (BRAZZAVILLE):

FOR THE CONGO (LÉOPOLDVILLE):
POUR LE CONGO (LÉOPOLDVILLE):
剛果（利奥波德維爾）:
За Конго (Леопольдвиль):
POR EL CONGO (LEOPOLDVILLE):

J. KAHAMBA

FOR COSTA RICA:
POUR LE COSTA RICA:
哥斯大黎加:
За Коста-Рику:
POR COSTA RICA:

Gonzalo ORTIZ
14 febrero de 1962

FOR CUBA:
POUR CUBA:
古巴:
За Кубу:
POR CUBA:

M. G. INCHAUSTEGUI
16 de enero de 1962

FOR CYPRUS:
POUR CHYPRE:
賽普勒斯:
За Кипр:
POR CHIPRE:

FOR CZECHOSLOVAKIA:
POUR LA TCHÉCOSLOVAQUIE:
捷克斯拉夫:
За Чехословакию:
POR CHECOESLOVAQUIA:

Dr. Richard JEŽEK

FOR DAHOMEY:
POUR LE DAHOMEY:
達荷美:
За Дагомею:
POR EL DAHOMEY:

FOR DENMARK:
POUR LE DANEMARK:
丹麥:
За Данию:
POR DINAMARCA:

H. H. SCHRØDER

FOR THE DOMINICAN REPUBLIC:
POUR LA RÉPUBLIQUE DOMINICAINE:
多 可加共和國:
За Доминиканскую Республику:
POR LA REPÚBLICA DOMINICANA:

Carlos SANCHEZ y SANCHEZ
30 March 1962

FOR ECUADOR:
POUR L'EQUATEUR:
厄瓜多:
За Эквадор:
POR EL ECUADOR:

Con reserva a los parágrafos 2, 3 y 4 del artículo 37[1]
N. M. PONCE

Translation by the Secretariat:

[1] With reservation to paragraphs 2, 3 and 4 of article 37.

Traduction du Secrétariat:

[1] Avec réserve aux paragraphes 2, 3 et 4 de l'article 37.

FOR EL SALVADOR:
POUR LE SALVADOR:
薩爾瓦多:
За Сальвадор:
POR EL SALVADOR:

FOR ETHIOPIA:
POUR L'ETHIOPIE:
衣索比亞:
За Эфиопию:
POR ETIOPIA:

FOR THE FEDERAL REPUBLIC OF GERMANY:
POUR LA REPUBLIQUE FÉDÉRALE D'ALLEMAGNE:
德意志聯邦共和國:
За Федеративную Республику Германии:
POR LA REPÚBLICA FEDERAL DE ALEMANIA:

Werner DANKWORT

FOR THE FEDERATION OF MALAYA:
POUR LA FÉDÉRATION DE MALAISIE:
馬來亞聯邦:
За Малайскую Федерацию:
POR LA FEDERACIÓN MALAYA:

FOR FINLAND:
POUR LA FINLANDE:
芬蘭:
За Финляндию:
POR FINLANDIA:

Otso WARTIOVAARA
Le 20 octobre 1961

FOR FRANCE:
POUR LA FRANCE:
法蘭西:
За Францию:
POR FRANCIA:

Armand HERARD
Le 30 mars 1962

FOR GABON:
POUR LE GABON:
加彭:
За Габон:
POR EL GABÓN:

FOR GHANA:
POUR LE GHANA:
迦納:
За Гану:
POR GHANA:

E. O. ASAFU-ADJAYE

E. Kodjoe DADZIE

FOR GREECE:
POUR LA GRÈCE:
希臘:
За Грецию:
POR GRECIA:

With the reservation that the last sentence of paragraph 2 of article 37 of the Convention shall not apply.

Dimitri S. BITSIOS
29th March 1962

FOR GUATEMALA:
POUR LE GUATEMALA:
瓜地馬拉:
За Гватемалу:
POR GUATEMALA:

Francisco LINARES ARANDA

FOR GUINEA:
POUR LA GUINÉE:
幾內亞:
За Гвинею:
POR GUINEA:

FOR HAITI:
POUR HAÏTI:
海地:
За Гаити:
POR HAITÍ:

FOR THE HOLY SEE:
POUR LE SAINT-SIÈGE:
教廷:
За Святейший Престол:
POR LA SANTA SEDE:

Sac. Agostino CASAROLI

Sac. Ottavia DE LIVA

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:

USTOR Endre

FOR ICELAND:
POUR L'ISLANDE:
冰島:
За ИСЛАНДИЮ:
POR ISLANDIA:

FOR INDIA:
POUR L'INDE:
印度:
За ИНДИЮ:
POR LA INDIA:

FOR INDONESIA:
POUR L'INDONÉSIE:
印度尼西亞:
За ИНДОНЕЗИЮ:
POR INDONESIA:

FOR IRAN:
POUR L'IRAN:
伊朗:
За Иран:
POR IRÁN:

Prof. Dr A. MATINE-DAFTARY
27 mai 1961

FOR IRAQ:
POUR L'IRAK:
伊拉克:
За Ирак:
POR IRAK:

With the reservation that paragraph 2 of article 37 shall be applied on the basis of reciprocity.

Adnan PACHACHI
20 February 1962

FOR IRELAND:
POUR L'IRLANDE:
爱爾蘭.
За Ирландию:
POR IRLANDA:

T. J. HORAN

D. P WALDRON

FOR ISRAEL:
POUR ISRAËL:
以色列:
За Израиль.
POR ISRAEL:

Joseph LINTON.

FOR ITALY:
POUR L'ITALIE:
意大利:
За Италию:
POR ITALIA:

Vittorio ZOPPI
March 13th 1962

FOR THE IVORY COAST:
POUR LA CÔTE-D'IVOIRE:
象牙海岸:
За Берег Слоновой Кости:
POR LA COSTA DE MARFIL.

FOR JAPAN:
POUR LE JAPON:
日本:
За Японию:
POR EL JAPÓN:

It is understood that the taxes referred to in Article 34(a) include those collected by special collectors under the laws and regulations of Japan provided that they are normally incorporated in the price of goods or services. For example, in the case of the travelling tax, railway, shipping and air-line companies are made special collectors of the tax by the Travelling Tax Law. Passengers of railroad trains, vessels and airplanes who are legally liable to pay the tax for their travels within Japan are required to purchase travel tickets normally at a price incorporating the tax without being specifically informed of its amount. Accordingly, taxes collected by special collectors such as the travelling tax have to be considered as the indirect taxes normally incorporated in the price of goods or services referred to in Article 34 (a).

Katsuo OKAZAKI
26 March 1962

FOR JORDAN:
POUR LA JORDANIE:
約旦:
За Иорданию:
POR JORDANIA:

FOR KUWAIT:
POUR LE KOWEIT:
科威特:
За Кувейт:
POR KUWEIT:

FOR LAOS:
POUR LE LAOS:
寮國:
За Лаос:
POR LAOS:

FOR LEBANON:
POUR LE LIBAN:
黎巴嫩:
За Ливан:
POR EL LÍBANO:

F. DONATO

FOR LIBERIA:
POUR LE LIBÉRIA:
賴比瑞亞:
За Либерию:
POR LIBERIA:

N. BARNES

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95-005 O 73 - 58

FOR LIBYA:
POUR LA LIBYE:
利比亞:
За Ливию:
POR LIBIA:

FOR LIECHTENSTEIN:
POUR LE LIECHTENSTEIN:
列支敦斯登:
За Лихтенштейн:
POR LIECHTENSTEIN:

Heinrich Prinz VON LIECHTENSTEIN

FOR LUXEMBOURG:
POUR LE LUXEMBOURG:
盧森堡:
За Люксембург:
POR LUXEMBURGO:

M. STEINMETZ
2 février 1962

FOR MADAGASCAR:
POUR MADAGASCAR:
馬達加斯加:
За Мадагаскар:
POR MADAGASCAR:

FOR MALI:
POUR LE MALI:
馬利:
За Мали:
POR MALÍ:

FOR MEXICO:
POUR LE MEXIQUE:
墨西哥:
За Мексику:
POR MÉXICO:

Carlos Darío OJEDA

Federico A. MARISCAL

Manuel CABRERA

FOR MONACO:
POUR MONACO:
摩納哥:
За МОНАКО:
POR MÓNACO:

FOR MOROCCO:
POUR LE MAROC:
摩洛哥:
За МАРОККО:
POR MARRUECOS:

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:

M. NORRISH
29th March 1962

FOR NICARAGUA:
POUR LE NICARAGUA:
尼加拉瓜:
За Никарагуа:
POR NICARAGUA:

FOR THE NIGER:
POUR LE NIGER:
奈及爾:
За Нигер:
POR EL NÍGER:

FOR NIGERIA:
POUR LA NIGÉRIA:
奈及利亞:
За Нигерию:
POR NIGERIA:

Alhaji MUHAMMADU
31st March 1962

FOR NORWAY:
POUR LA NORVÈGE:
挪威:
За Норвегию:
POR NORUEGA:

Egil AMLIE

FOR PAKISTAN:
POUR LE PAKISTAN:
巴基斯坦:
За Пакистан:
POR EL PAKISTÁN:

Zafrulla KHAN
March 29, 1962

FOR PANAMA:
POUR LE PANAMA:
巴拿馬:
За Панаму:
POR PANAMÁ:

J. E. LEFEVRE

FOR PARAGUAY:
POUR LE PARAGUAY:
巴拉圭:
За Парагвай:
POR EL PARAGUAY:

FOR PERU:
POUR LE PÉROU:
秘魯:
За Перу:
POR EL PERÚ:

FOR THE PHILIPPINES:
POUR LES PHILIPPINES:
菲律賓:
За Филиппины:
POR FILIPINAS:

Roberto REGALA
Oct. 20, 1961

FOR POLAND:
POUR LA POLOGNE:
波蘭:
За Польшу:
POR POLONIA:

Henryk BIRECKI
Miroslaw GASIOROWSKI

TIAS 7502

FOR PORTUGAL:
POUR LE PORTUGAL:
葡萄牙:
За Португалию:
POR PORTUGAL:

FOR THE REPUBLIC OF KOREA:
POUR LA RÉPUBLIQUE DE CORÉE:
大韓民國:
За Корейскую Республику:
POR LA REPÚBLICA DE COREA:

Soo Young LEE
28 March 1962

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:

FOR ROMANIA:
POUR LA ROUMANIE:
羅馬尼亞:
За Румынию:
POR RUMANIA:

DIMITRIU

FOR SAN MARINO:
POUR SAINT-MARIN:
聖馬利諾:
За Сан-Марино:
POR SAN MARINO:

Dr. Will MÜLLER-FEMBECK
25.X.1961

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:

L. BOISSIER-PALUN

FOR SOMALIA:
POUR LA SOMALIE:
索馬利亞:
За Сомали:
POR SOMALIA:

FOR SPAIN:
POUR L'ESPAGNE:
西班牙:
За Испанию:
POR ESPAÑA:

FOR THE SUDAN:
POUR LE SOUDAN:
蘇丹:
За Судан:
POR EL SUDÁN:

FOR SWEDEN:
POUR LA SUÈDE:
瑞典:
За Швецию:
POR SUECIA:

Z. PRZYBYSZEWSKI WESTRUP

FOR SWITZERLAND:
POUR LA SUISSE:
瑞士:
За Швейцарию:
POR SUIZA:

Paul RUEGGER

FOR TANGANYIKA:
POUR LE TANGANYIKA:

V. K. KYARUZI
27 February 1962

FOR THAILAND:
POUR LA THAÏLANDE:
泰國:
За ТАИЛАНД:
POR TAILANDIA:

O. VANIKKUL
30 octobre 1961

FOR TOGO:
POUR LE TOGO:
多哥:
За ТОГО:
POR EL TOGO:

FOR TUNISIA:
POUR LA TUNISIE:
突尼西亞:
За ТУНИС:
POR TÚNEZ:

FOR TURKEY:
POUR LA TURQUIE:
土耳其:
За Турцию:
POR TURQUÍA:

FOR THE UKRAINIAN SOVIET SOCIALIST REPUBLIC:
POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE D'UKRAINE:
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:

K. ZABIGAILO

FOR THE UNION OF SOUTH AFRICA:
POUR L'UNION SUD-AFRICAINE:
南非聯邦:
За Южно-Африканский Союз:
POR LA UNIÓN SUDAFRICANA:

B. G. FOURIE
28th March 1962

TIAS 7502

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:

TUNKIN

FOR THE UNITED ARAB REPUBLIC:
POUR LA RÉPUBLIQUE ARABE UNIE:
阿拉伯聯合共和國:
За Объединенную Арабскую Республику:
POR LA REPÚBLICA ARABE UNIDA:

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:

Patrick DEAN
December 11, 1961

TIAS 7502

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:

H. FREEMAN MATTHEWS
June 29, 1961

Warde M. CAMERON
March 23, 1962

FOR THE UPPER VOLTA:
POUR LA HAUTE-VOLTA:
上伏爾他:
За Верхнюю Вольту:
POR EL ALTO VOLTA:

FOR URUGUAY:
POUR L'URUGUAY:
烏拉圭:
За Уругвай:
POR EL URUGUAY:

Nelson IRINIZ CASAS

For Venezuela:
Pour le Venezuela:
委内瑞拉:
За Венесуэлу:
Por Venezuela:

Ramón Carmona
avec les reserves en pli accompagne
con las reservas que se incluyen*[1]

En nombre del Gobierno que represento, formulo las siguientes reservas a la Convención de Viena sobre Relaciones e Inmunidades Diplomáticas:

1°) Venezuela no admite, conforme al Decreto Ley de 23 de Mayo de 1.876, artículo 2°, la concurrencia en una misma persona del carácter diplomático y consular, por lo cual no puede aceptar el numeral 2° del artículo 3° de la Convención citada.

2°) La legislación venezolana vigente no admite la extensión de privilegios e inmunidades al personal técnico y administrativo, así como a las personas de servicio, por lo cual no acepta las Disposiciones de los paragrafos 2, 3 y 4 del artículo 37 de la misma Convención.

3°) Conforme a la Constitución de Venezuela, todos los nacionales son iguales ante la ley y ninguno puede gozar de privilegios especiales, por lo cual hago formal reserva del artículo 38 de la Convención.

Viena, 18. abril de 1961

Ramón Carmona
Representante de la República de Venezuela

Translation by the Secretariat:
* With the annexed reservations.

[1] On behalf of the Government which I represent, I wish to formulate the following reservations to the Vienna Convention on Diplomatic Relations:

(1) Venezuela, under article 2 of the Legislative Decree of 23 May 1876, does not permit the performing of both diplomatic and consular functions by the same person. It cannot, therefore, accept article 3, paragraph 2, of the above-mentioned Convention.

(2) Under present Venezuelan law, privileges and immunities cannot be extended to administrative and technical staff or to service staff; for that reason Venezuela does not accept the provisions of article 37, paragraphs 2, 3 and 4, of the same Convention.

(3) Under the Constitution of Venezuela, all Venezuelan nationals are equal before the law and none may enjoy special privileges; for that reason I make a formal reservation to article 38 of the Convention.

Vienna, 18 April 1961

Ramón Carmona
Representative of the Republic of Venezuela

Traduction du Secrétariat:

[1] Au nom du gouvernement que je represente, je formule les réserves suivantes à la Convention de Vienne sur les relations diplomatiques:

1) Conformement à l'article 2 du décret-loi du 23 mai 1876, le Venezuela n'admet pas qu'une meme personne exerce a la fois des fonctions diplomatiques et consulaires; par consequent, il ne peut accepter le paragraphe 2 de l'article 3 de la Convention precitée.

2) La législation venezuélienne en vigueur n'admet pas l'octroi de privilèges et immunités au personnel technique et administratif ni au personnel de service; par consequent, le Venezuela ne peut accepter les dispositions des paragraphes 2, 3 et 4 de l'article 37 de ladite Convention.

3) D'après la Constitution du Venezuela, tous les nationaux sont egaux devant la loi et aucun d'eux ne peut jouir de privilèges spéciaux; par consequent, le Venezuela fait une reserve formelle au sujet de l'article 38 de la Convention.

Vienne, le 18 avril 1961

Ramón Carmona
Représentant de la République de Venezuela

95-005 O 73 59

For Yemen:
Pour le Yémen:
也門:
За Йемен:
Por el Yemen:

For Yugoslavia:
Pour la Yougoslavie:
南斯拉夫.
За Югославию:
Por Yugoeslavia:

Sous la reserve de ratification
Milan Bartoš

Lazar Lilić

I hereby certify that the foregoing text is a true copy of the Vienna Convention on Diplomatic Relations adopted by the United Nations Conference on Diplomatic Intercourse and Immunities, held at the Neue Hofburg in Vienna, Austria, from 2 March to 14 April 1961, the original of which is deposited with the Secretary-General of the United Nations.

For the Secretary-General,
The Legal Counsel:

United Nations, New York
20 March 1963

Je certifie que le texte qui précède est la copie conforme de la Convention de Vienne sur les relations diplomatiques adoptée par la Conférence des Nations Unies sur les relations et immunités diplomatiques, qui s'est tenue à la Neue Hofburg, à Vienne (Autriche), du 2 mars au 14 avril 1961, Convention dont le texte original est déposé auprès du Secrétaire général de l'Organisation des Nations Unies.

Pour le Secrétaire général,
Le Conseiller juridique:

Organisation des Nations Unies, New York
20 mars 1963

TIAS 7502

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UNITED NATIONS CONFERENCE
ON DIPLOMATIC INTERCOURSE AND IMMUNITIES

VIENNA CONVENTION ON DIPLOMATIC RELATIONS

OPTIONAL PROTOCOL
CONCERNING THE
COMPULSORY SETTLEMENT OF DISPUTES

UNITED NATIONS
1961

TIAS 7502

VIENNA CONVENTION ON DIPLOMATIC RELATIONS

OPTIONAL PROTOCOL CONCERNING THE COMPULSORY SETTLEMENT OF DISPUTES

The States Parties to the present Protocol and to the Vienna Convention on Diplomatic Relations, hereinafter referred to as "the Convention", adopted by the United Nations Conference held at Vienna from 2 March to 14 April 1961,

Expressing their wish to resort in all matters concerning them in respect of any dispute arising out of the interpretation or application of the Convention to the compulsory jurisdiction of the International Court of Justice, unless some other form of settlement has been agreed upon by the parties within a reasonable period,

Have agreed as follows:

Article I

Disputes arising out of the interpretation or application of the Convention shall lie within the compulsory jurisdiction of the International Court of Justice and may accordingly be brought before the Court by an application made by any party to the dispute being a Party to the present Protocol.

Article II

The parties may agree, within a period of two months after one party has notified its opinion to the other that a dispute exists, to resort not to the International Court of Justice but to an arbitral tribunal. After the expiry of the said period, either party may bring the dispute before the Court by an application.

Article III

1. Within the same period of two months, the parties may agree to adopt a conciliation procedure before resorting to the International Court of Justice.

2. The conciliation commission shall make its recommendations within five months after its appointment. If its recommendations are not accepted by the parties to the dispute within two months after they have been delivered, either party may bring the dispute before the Court by an application.

Article IV

States Parties to the Convention, to the Optional Protocol concerning Acquisition of Nationality, and to the present Protocol may at any time declare they they will extend the provisions of the present Protocol to disputes arising out of the interpretation or application of the Optional Protocol concerning Acquisition of Nationality. Such declarations shall be notified to the Secretary-General of the United Nations.

Article V

The present Protocol shall be open for signature by all States which may become Parties to the Convention, as follows: until 31 October 1961 at the Federal Ministry for Foreign Affairs of Austria and subsequently, until 31 March 1962, at the United Nations Headquarters in New York.

Article VI

The present Protocol is subject to ratification. The instruments of ratification shall be deposited with the Secretary-General of the United Nations.

Article VII

The present Protocol shall remain open for accession by all States which may become Parties to the Convention. The instruments of accession shall be deposited with the Secretary-General of the United Nations.

Article VIII

1. The present Protocol shall enter into force on the same day as the Convention or on the thirtieth day following the date of deposit of the second instrument of ratification or accession to the Protocol with the Secretary-General of the United Nations, whichever day is the later.

2. For each State ratifying or acceding to the present Protocol after its entry into force in accordance with paragraph 1 of this Article, the Protocol shall enter into force on the thirtieth day after deposit by such State of its instrument of ratification or accession.

Article IX

The Secretary-General of the United Nations shall inform all States which may become Parties to the Convention:

(a) of signatures to the present Protocol and of the deposit of instruments of ratification or accession, in accordance with Articles V, VI and VII;

(b) of declarations made in accordance with Article IV of the present Protocol;

(c) of the date on which the present Protocol will enter into force, in accordance with Article VIII.

Article X

The original of the present Protocol, of which the Chinese, English, French, Russian and Spanish texts are equally authentic, shall be deposited with the Secretary-General of the United Nations, who shall send certified copies thereof to all States referred to in Article V.

IN WITNESS WHEREOF the undersigned Plenipotentiaries, being duly authorized thereto by their respective Governments, have signed the present Protocol.

DONE AT VIENNA, this eighteenth day of April one thousand nine hundred and sixty-one.

CONFERENCE DES NATIONS UNIES
SUR LES RELATIONS ET IMMUNITES DIPLOMATIQUES

CONVENTION DE VIENNE SUR LES RELATIONS DIPLOMATIQUES

PROTOCOLE
DE SIGNATURE FACULTATIVE
CONCERNANT
LE REGLEMENT OBLIGATOIRE
DES DIFFERENDS

NATIONS UNIES

1961

CONVENTION DE VIENNE SUR LES RELATIONS DIPLOMATIQUES

PROTOCOLE DE SIGNATURE FACULTATIVE
CONCERNANT LE REGLEMENT OBLIGATOIRE DES DIFFERENDS

Les Etats parties au présent Protocole et à la Convention de Vienne sur les relations diplomatiques, ci-après dénommée "la Convention", qui a été adoptée par la Conférence des Nations Unies tenue à Vienne du 2 mars au 14 avril 1961,

Exprimant leur désir de recourir, pour ce qui les concerne, à la juridiction obligatoire de la Cour internationale de Justice pour la solution de tous différends touchant l'interprétation ou l'application de la Convention, à moins qu'un autre mode de règlement n'ait été accepté d'un commun accord par les Parties dans un délai raisonnable,

Sont convenus des dispositions suivantes :

Article premier

Les différends relatifs à l'interprétation ou à l'application de la Convention relèvent de la compétence obligatoire de la Cour internationale de Justice, qui, à ce titre, pourra être saisie par une requête de toute partie au différend qui sera elle-même Partie au présent Protocole.

Article II

Les parties peuvent convenir, dans un délai de deux mois après notification par une partie à l'autre qu'il existe à son avis un litige, d'adopter d'un commun accord, au lieu du recours à la Cour internationale de Justice, une procédure devant un tribunal d'arbitrage. Ce délai étant écoulé, chaque partie peut, par voie de requête, saisir la Cour du différend.

Article III

1. Les parties peuvent également convenir d'un commun accord, dans le même délai de deux mois, de recourir à une procédure de conciliation avant d'en appeler à la Cour internationale de Justice.

2. La Commission de conciliation devra formuler ses recommandations dans les cinq mois suivant sa constitution. Si celles-ci ne sont pas acceptées par les parties au litige dans l'espace de deux mois après leur énoncé, chaque partie sera libre de saisir la Cour du différend par voie de requête.

Article IV

Les Etats parties à la Convention, au Protocole de signature facultative concernant l'acquisition de la nationalité et au présent Protocole peuvent à tout moment déclarer étendre les dispositions du présent Protocole aux différends résultant de l'interprétation ou de l'application du Protocole de signature facultative concernant l'acquisition de la nationalité. Ces déclarations seront notifiées au Secrétaire général de l'Organisation des Nations Unies.

Article V

Le présent Protocole sera ouvert à la signature de tous les Etats qui deviendront Parties à la Convention, de la manière suivante : jusqu'au 31 octobre 1961 au Ministère fédéral des Affaires étrangères d'Autriche, et ensuite, jusqu'au 31 mars 1962, au Siège de l'Organisation des Nations Unies à New York.

Article VI

Le présent Protocole sera ratifié. Les instruments de ratification seront déposés auprès du Secrétaire général de l'Organisation des Nations Unies.

Article VII

Le présent Protocole restera ouvert à l'adhésion de tous les Etats qui deviendront Parties à la Convention. Les instruments d'adhésion seront déposés auprès du Secrétaire général de l'Organisation des Nations Unies.

Article VIII

1. Le présent Protocole entrera en vigueur le même jour que la Convention ou, si cette seconde date est plus éloignée, le trentième jour suivant la date de dépôt du second instrument de ratification du Protocole ou d'adhésion à ce Protocole auprès du Secrétaire général de l'Organisation des Nations Unies.

2. Pour chaque Etat qui ratifiera le présent Protocole ou y adhérera après son entrée en vigueur conformément au paragraphe 1 du présent article, le Protocole entrera en vigueur le trentième jour après le dépôt par cet Etat de son instrument de ratification ou d'adhésion.

Article IX

Le Secrétaire général de l'Organisation des Nations Unies notifiera à tous les Etats qui peuvent devenir Parties à la Convention :

a) les signatures apposées au présent Protocole et le dépôt des instruments de ratification ou d'adhésion, conformément aux articles V, VI et VII;

b) les déclarations faites conformément à l'article IV du présent Protocole;

c) la date à laquelle le présent Protocole entrera en vigueur, conformément à l'article VIII.

Article X

L'original du présent Protocole, dont les textes anglais, chinois, espagnol, français et russe font également foi, sera déposé auprès du Secrétaire général de l'Organisation des Nations Unies, qui en adressera des copies certifiées conformes à tous les Etats visés à l'article V.

EN FOI DE QUOI les plénipotentiaires soussignés, dûment autorisés par leurs gouvernements respectifs, ont signé le présent Protocole.

FAIT A VIENNE, le dix-huit avril mil neuf cent soixante et un.

聯合國外交往來及豁免會議

維也納外交關係公約

關於强制解決爭端之任意議定書

聯合國

一九六一

TIAS 7502

維也納外交關係公約

關於強制解決爭端之任意議定書

本議定書及自一九六一年三月二日至四月十四日在維也納舉行之聯合國會議所通過之維也納外交關係公約（以下簡稱"公約"）之各當事國，

表示對於公約因解釋或適用上發生爭端而涉及各當事國之一切問題，除當事各方於相當期間內商定其他解決方法外，願接受國際法院之強制管轄，

爰議定條款如下

第一條

公約解釋或適用上發生之爭端均屬國際法院強制管轄範圍，因此爭端之任何一造如係本議定書之當事國，得以請求書將爭端提交國際法院。

第二條

當事各方得於一方認為有爭端存在並將此意通知他方後兩個月內，協議不將爭端提交國際法院而提交公斷法庭。此項期間屆滿後，任何一方得以請求書將爭端提交國際法院。

第三條

一、當事各方得於同一兩個月期間內協議在將爭端提交國際法院前採用和解程序。

二　和解委員會應於派設後五個月內作成建議。爭端各造倘於建議提出後兩個月內未予接受，任何一造得以請求書將爭端提交國際法院。

第四條

公約　關於取得國籍之任意議定書及本議定書之各當事國得隨時聲明將本議定書之規定適用於關於取得國籍之任意議定書解釋或適用上發生之爭端。此項聲明應通知聯合國秘書長。

第五條

本議定書應聽由所有得成為公約當事國之國家簽署，其辦法如下　至一九六一年十月三十一日止在奧地利聯邦外交部簽署，其後至一九六二年三月三十一日止在紐約聯合國會所簽署。

第六條

本議定書須經批准。批准文件應送交聯合國秘書長存放。

第七條

本議定書應聽由所有得成為公約當事國之國家加入。加入文件應送交聯合國秘書長存放。

第八條

一　本議定書應於公約開始生效之同日起發生效力，或於第二件批准或加入議定書文件送交聯合國秘書長存放之日後第三十日起發生效力，以兩者中在後之日期為準。

二 對於在本議定書依本條第一項發生效力後批准或加入之國家，本議定書應於各該國存放批准或加入文件後第三十日起發生效力。

第九條

聯合國秘書長應將下列事項通知所有得成為公約當事國之國家

(甲) 依第五條、第六條及第七條對本議定書所為之簽署及送存之批准或加入文件，

(乙) 依本議定書第四條所為之聲明，

(丙) 依第八條本議定書發生效力之日期。

第十條

本議定書之原本應交聯合國秘書長存放，其中文、英文、法文、俄文及西班牙文各本同一作準，秘書長應將各文正式副本分送第五條所稱各國。

為此，下列全權代表，各秉本國政府正式授予簽字之權，謹簽字於本議定書，以昭信守。

公曆一千九百六十一年四月十八日訂於維也納。

КОНФЕРЕНЦИЯ ОРГАНИЗАЦИИ ОБЪЕДИНЕННЫХ НАЦИЙ ПО ДИПЛОМАТИЧЕСКИМ СНОШЕНИЯМ И ИММУНИТЕТУ

ВЕНСКАЯ КОНВЕНЦИЯ О ДИПЛОМАТИЧЕСКИХ СНОШЕНИЯХ

ФАКУЛЬТАТИВНЫЙ ПРОТОКОЛ
ОБ
ОБЯЗАТЕЛЬНОМ РАЗРЕШЕНИИ СПОРОВ

ОРГАНИЗАЦИЯ ОБЪЕДИНЕННЫХ НАЦИЙ
1961

TIAS 7502

ВЕНСКАЯ КОНВЕНЦИЯ О ДИПЛОМАТИЧЕСКИХ СНОШЕНИЯХ

ФАКУЛЬТАТИВНЫЙ ПРОТОКОЛ ОБ ОБЯЗАТЕЛЬНОМ РАЗРЕШЕНИИ СПОРОВ

Государства, являющиеся участниками настоящего Протокола, а также Венской конвенции о дипломатических сношениях, принятой Конференцией Организации Объединенных Наций, проходившей в Вене с 2 марта по 14 апреля 1961 года, которая ниже называется "Конвенцией",

выражая свое желание обращаться по всем затрагивающим их вопросам в любом споре относительно толкования или применения Конвенции к обязательной юрисдикции Международного Суда, если стороны в споре не смогут в течение разумного срока урегулировать его иным способом,

согласились о нижеследующем:

Статья I

Споры по толкованию или применению Конвенции подлежат обязательной юрисдикции Международного Суда и соответственно могут передаваться в этот Суд по заявлению любой стороны в споре, являющейся участником настоящего Протокола.

Статья II

В течение двух месяцев после того, как одна сторона уведомила другую о том, что по ее мнению существует спор, стороны могут договориться о передаче спора не в Международный Суд, а в арбитраж. По истечении указанного срока спор может быть передан Международному Суду по заявлению любой из сторон в споре.

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Статья III

1. В течение тех же двух месяцев стороны в споре могут договориться о применении согласительной процедуры до передачи спора в Международный Суд.

2. Согласительная комиссия должна сделать свои рекомендации в течение пяти месяцев со дня ее создания. Если ее рекомендации не будут приняты сторонами в споре в течение двух месяцев со дня сообщения им этих рекомендаций, то спор может быть передан Суду по заявлению любой стороны в споре.

Статья IV

Государства, участвующие в Конвенции, в Факультативном протоколе о приобретении гражданства и в настоящем Протоколе, могут в любое время заявить, что они распространяют положения настоящего Протокола на споры, возникающие в связи с толкованием или применением Факультативного протокола о приобретении гражданства. О таких заявлениях следует сообщать Генеральному Секретарю Организации Объединенных Наций.

Статья V

Настоящий Протокол открыт для подписания всеми государствами, которые станут участниками Конвенции: до 31 октября 1961 года - в Федеральном министерстве иностранных дел Австрии, а затем, до 31 марта 1962 года - в Центральных Учреждениях Организации Объединенных Наций в Нью-Йорке.

Статья VI

Настоящий Протокол подлежит ратификации. Ратификационные грамоты сдаются на хранение Генеральному Секретарю Организации Объединенных Наций.

Статья VII

Настоящий Протокол открыт для присоединения всех государств, которые станут участниками Конвенции. Акты о присоединении сдаются на хранение Генеральному Секретарю Организации Объединенных Наций.

Статья VIII

1. Настоящий Протокол вступит в силу в тот же день, что и Конвенция, или на тридцатый день после сдачи на хранение второй ратификационной грамоты или акта о присоединении к Протоколу Генеральному Секретарю Организации Объединенных Наций, в зависимости от того, какая из этих дат окажется более поздней.

2. В отношении каждого государства, которое ратифицирует настоящий Протокол или присоединится к нему после вступления его в силу в соответствии с пунктом 1 настоящей статьи, Протокол вступит в силу на тридцатый день после сдачи на хранение этим государством своей ратификационной грамоты или акта о присоединении.

Статья IX

Генеральный Секретарь Организации Объединенных Наций уведомляет все государства, которые станут участниками Конвенции:

a) о подписании настоящего Протокола и о сдаче на хранение ратификационных грамот или актов о присоединении согласно статьям V, VI и VII;

b) о заявлениях, сделанных в соответствии со статьей IV настоящего Протокола;

c) о дате вступления настоящего Протокола в силу согласно статье VIII.

Статья X

Подлинник настоящего Протокола, тексты которого на русском, английском, испанском, китайском и французском языках являются равно аутентичными, будет сдан на хранение Генеральному Секретарю Организации Объединенных Наций, который направит заверенные копии его всем государствам, упомянутым в статье V.

В УДОСТОВЕРЕНИЕ ЧЕГО нижеподписавшиеся, надлежащим образом уполномоченные, подписали настоящий Протокол.

СОВЕРШЕНО В ВЕНЕ восемнадцатого апреля тысяча девятьсот шестьдесят первого года.

CONFERENCIA DE LAS NACIONES UNIDAS
SOBRE RELACIONES E INMUNIDADES DIPLOMATICAS

CONVENCION DE VIENA SOBRE RELACIONES DIPLOMATICAS

PROTOCOLO FACULTATIVO
SOBRE LA
JURISDICCION OBLIGATORIA PARA LA SOLUCION DE CONTROVERSIAS

NACIONES UNIDAS

1961

CONVENCION DE VIENA SOBRE RELACIONES DIPLOMATICAS

PROTOCOLO FACULTATIVO SOBRE LA JURISDICCION OBLIGATORIA PARA LA SOLUCION DE CONTROVERSIAS

Los Estados Partes en el presente Protocolo y en la Convención de Viena sobre Relaciones Diplomáticas, que en adelante en este documento se denominará "la Convención", aprobada por la Conferencia de las Naciones Unidas celebrada en Viena del 2 de marzo al 14 de abril de 1961,

Expresando su deseo de recurrir a la jurisdicción obligatoria de la Corte Internacional de Justicia en todo lo que les concierna respecto de las controversias originadas por la interpretación o aplicación de la Convención, a menos que las partes hayan aceptado de común acuerdo, dentro de un plazo razonable, alguna otra forma de arreglo,

Han convenido en lo siguiente:

Artículo I

Las controversias originadas por la interpretación o aplicación de la Convención se someterán obligatoriamente a la Corte Internacional de Justicia, que a este título podrá entender en ellas a demanda de cualquiera de las partes en la controversia que sea Parte en el presente Protocolo.

Artículo II

Dentro de un plazo de dos meses, después de la notificación por una a otra de las partes de que, a su juicio, existe un litigio, éstas podrán convenir en recurrir a un tribunal de arbitraje en vez de recurrir a la Corte Internacional de Justicia. Una vez transcurrido ese plazo, cualquiera de las partes podrá someter la controversia a la Corte mediante una demanda.

Artículo III

1. Dentro del mismo plazo de dos meses, las partes podrán convenir en adoptar un procedimiento de conciliación antes de recurrir a la Corte Internacional de Justicia.

2. La comisión de conciliación deberá formular sus recomendaciones dentro de los cinco meses siguientes a su constitución. Si sus recomendaciones no fueran aceptadas por las partes en litigio dentro de un plazo de dos meses después de haber sido formuladas, cualquiera de las partes podrá someter el litigio a la Corte mediante una demanda.

Artículo IV

Los Estados Partes en la Convención, en el Protocolo Facultativo sobre Adquisición de Nacionalidad y en el presente Protocolo, podrán en cualquier momento declarar que desean extender las disposiciones del presente Protocolo a las controversias originadas por la interpretación o aplicación del Protocolo Facultativo sobre Adquisición de Nacionalidad. Tales declaraciones serán notificadas al Secretario General de las Naciones Unidas.

Artículo V

El presente Protocolo estará abierto a la firma de todos los Estados que puedan ser Partes en la Convención, de la manera siguiente: hasta el 31 de octubre de 1961, en el Ministerio Federal de Relaciones Exteriores de Austria; y después, hasta el 31 de marzo de 1962, en la Sede de las Naciones Unidas en Nueva York.

Artículo VI

El presente Protocolo está sujeto a ratificación. Los instrumentos de ratificación se depositarán en poder del Secretario General de las Naciones Unidas.

Artículo VII

El presente Protocolo quedará abierto a la adhesión de todos los Estados que puedan ser Partes en la Convención. Los instrumentos de adhesión se depositarán en poder del Secretario General de las Naciones Unidas.

Artículo VIII

1. El presente Protocolo entrará en vigor el mismo día que la Convención, o el trigésimo día a partir de la fecha en que se haya depositado en poder del Secretario General de las Naciones Unidas el segundo instrumento de ratificación o de adhesión, si ese día fuera posterior.

2. Para cada Estado que ratifique el presente Protocolo o se adhiera a él una vez que esté vigente de conformidad con lo dispuesto en el párrafo 1 de este artículo, el Protocolo entrará en vigor el trigésimo día a partir de la fecha en que tal Estado haya depositado su instrumento de ratificación o de adhesión.

Artículo IX

El Secretario General de las Naciones Unidas comunicará a todos los Estados que puedan ser Partes en la Convención:

a) qué países han firmado el presente Protocolo y cuáles han depositado instrumentos de ratificación o de adhesión, de conformidad con lo dispuesto en los artículos V, VI y VII;

b) qué declaraciones se han hecho de conformidad con lo dispuesto en el artículo IV del presente Protocolo;

c) en qué fecha entrará en vigor el presente Protocolo, de conformidad con lo dispuesto en el artículo VIII.

Artículo X

El original del presente Protocolo, cuyos textos chino, español, francés, inglés y ruso son igualmente auténticos, será depositado en poder del Secretario General de las Naciones Unidas, quien enviará copia certificada a todos los Estados a que se refiere el artículo V.

EN TESTIMONIO DE LO CUAL los plenipotenciarios infrascritos, debidamente autorizados por sus respectivos Gobiernos, han firmado el presente Protocolo.

HECHO EN VIENA el día dieciocho de abril de mil novecientos sesenta y uno.

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 ARGENTINA:
POUR L'ARGENTINE:
阿根廷:
За Аргентину:
POR LA ARGENTINA:

FOR AUSTRALIA:
POUR L'AUSTRALIE:
澳大利亞:
За АВСТРАЛИЮ:
POR AUSTRALIA:

FOR AUSTRIA:
POUR L'AUTRICHE:
奧地利:
За АВСТРИЮ:
POR AUSTRIA:

KREISKY

FOR BELGIUM:
POUR LA BELGIQUE:
比利時:
За БЕЛЬГИЮ:
POR BÉLGICA:

G. DELCOIGNE
Le 23 octobre 1961

FOR BOLIVIA:
POUR LA BOLIVIE:
玻利維亞:
За Боливию:
POR BOLIVIA:

FOR BRAZIL.
POUR LE BRÉSIL:
巴西:
За Бразилию:
POR EL BRASIL.

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 THE BYELORUSSIAN SOVIET SOCIALIST REPUBLIC:
POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE DE BIELORUSSIE:
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 CAMBODIA:
POUR LE CAMBODGE:
柬埔寨:
За Камбоджу:
POR CAMBOYA.

TIAS 7502

FOR CAMEROUN:
POUR LE CAMEROUN:
喀麥隆:
За Камерун:
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:

M. GALLIN-DOUATHE
28 mars 1962

FOR CEYLON:
POUR CEYLAN:
錫蘭:
За Цейлон:
POR CEILÁN:

FOR CHAD:
POUR LE TCHAD:
查德:
За Чад:
POR EL CHAD:

FOR CHILE:
POUR LE CHILI:
智利:
За Чили:
POR CHILE:

FOR CHINA:
POUR LA CHINE:
中國:
За Китай:
POR LA CHINA:

HU Ching-yu

CHEN Tai-chu

FOR COLOMBIA:
POUR LA COLOMBIE:
哥倫比亞:
За Колумбию:
POR COLOMBIA:

M. AGUDELO G.

Antonio BAYONA

FOR THE CONGO (BRAZZAVILLE):
POUR LE CONGO (BRAZZAVILLE):
剛果 (伯拉沙維爾):
За Конго (Браззавиль):
POR EL CONGO (BRAZZAVILLE):

FOR THE CONGO (LÉOPOLDVILLE):
POUR LE CONGO (LÉOPOLDVILLE):
剛果 (利奥波德維爾)·
За Конго (Леопольдвиль):
POR EL CONGO (LEOPOLDVILLE):

FOR COSTA RICA:
POUR LE COSTA RICA:
哥斯大黎加:
За Коста-Рику:
POR COSTA RICA:

FOR CUBA:
POUR CUBA.
古巴·
За Кубу:
POR CUBA:

FOR CYPRUS:
POUR CHYPRE:
賽普勒斯:
За Кипр:
POR CHIPRE:

FOR CZECHOSLOVAKIA:
POUR LA TCHECOSLOVAQUIE:
捷克斯拉夫:
За Чехословакию:
POR CHECOESLOVAQUIA:

FOR DAHOMEY:
POUR LE DAHOMEY:
達荷美:
За Дагомею:
POR EL DAHOMEY:

FOR DENMARK:
POUR LE DANEMARK:
丹麥:
За Данию:
POR DINAMARCA:

H. H. SCHRØDER

FOR THE DOMINICAN REPUBLIC:
POUR LA RÉPUBLIQUE DOMINICAINE:
多 厂加共和國:
За Доминиканскую Республику:
POR LA REPÚBLICA DOMINICANA:

Carlos SANCHEZ y SANCHEZ
30 March 1962

FOR ECUADOR:
POUR L'EQUATEUR:
厄瓜多:
За Эквадор:
POR EL ECUADOR:

N. M. PONCE

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FOR EL SALVADOR:
POUR LE SALVADOR:
薩爾瓦多:
За Сальвадор:
POR EL SALVADOR:

FOR ETHIOPIA.
POUR L'ETHIOPIE:
衣索比亞:
За Эфиопию:
POR ETIOPÍA:

FOR THE FEDERAL REPUBLIC OF GERMANY:
POUR LA RÉPUBLIQUE FEDERALE D'ALLEMAGNE:
德意志聯邦共和國.
За Федеративную Республику Германии:
POR LA REPÚBLICA FEDERAL DE ALEMANIA:

Werner DANKWORT

FOR THE FEDERATION OF MALAYA:
POUR LA FÉDÉRATION DE MALAISIE:
馬來亞聯邦:
За Малайскую Федерацию:
POR LA FEDERACIÓN MALAYA:

FOR FINLAND:
POUR LA FINLANDE:
芬蘭:
За Финляндию:
POR FINLANDIA:

Otso WARTIOVAARA
Le 20 octobre 1961

FOR FRANCE:
POUR LA FRANCE:
法蘭西:
За Францию:
POR FRANCIA:

Armand BERARD
Le 30 mars 1962

FOR GABON:
POUR LE GABON:
加彭:
За Габон:
POR EL GABÓN:

FOR GHANA:
POUR LE GHANA:
迦納:
За Гану:
POR GHANA:

E. O. ASAFU-ADJAYE

E. Kodjoe DADZIE

FOR GREECE:
POUR LA GRÈCE:
希臘:
За Грецию:
POR GRECIA:

FOR GUATEMALA:
POUR LE GUATEMALA:
瓜地馬拉:
За Гватемалу:
POR GUATEMALA:

FOR GUINEA:
POUR LA GUINÉE:
幾內亞:
За Гвинею:
POR GUINEA:

FOR HAITI:
POUR HAÏTI:
海地:
За Гаити:
POR HAITÍ:

FOR THE HOLY SEE:
POUR LE SAINT-SIEGE:
教廷:
За Святейший Престол:
POR LA SANTA SEDE:

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:
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FOR INDIA:
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FOR IRAN:
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POR IRÁN:

Prof. Dr A. MATINE-DAFTARY
27 mai 1961

FOR IRAQ:
POUR L'IRAK:
伊拉克:
За Ирак:
POR IRAK:

Adnan PACHACHI
20 February 1962

FOR IRELAND:
POUR L'IRLANDE:
愛爾蘭:
За Ирландию:
POR IRLANDA:

T. J. HORAN

D. P WALDRON

FOR ISRAEL:
POUR ISRAËL:
以色列:
За Израиль.
POR ISRAEL:

Joseph LINTON
ad referendum

FOR ITALY:
POUR L'ITALIE:
意大利:
За Италию:
POR ITALIA:

Vittorio ZOPPI
March 13th 1962

FOR THE IVORY COAST:
POUR LA CÔTE-D'IVOIRE:
象牙海岸:
За Берег Слоновой Кости:
POR LA COSTA DE MARFIL:

FOR JAPAN:
POUR LE JAPON:
日本.
За Японию:
POR EL JAPÓN:

Katsuo OKAZAKI
March 26, 1962

FOR JORDAN:
POUR LA JORDANIE:
約旦.
За Иорданию:
POR JORDANIA.

FOR KUWAIT:
POUR LE KOWEIT:
科威特:
За Кувейт:
POR KUWEIT:

FOR LAOS:
POUR LE LAOS:
寮國
За Лаос:
POR LAOS:

FOR LEBANON:
POUR LE LIBAN:
黎巴嫩:
За Ливан:
POR EL LÍBANO:

E. DONATO

FOR LIBERIA:
POUR LE LIBÉRIA:
賴比瑞亞:
За Либерию:
POR LIBERIA:

FOR LIBYA:
POUR LA LIBYE:
利比亞:
За ЛИВИЮ:
POR LIBIA:

FOR LIECHTENSTEIN:
POUR LE LIECHTENSTEIN:
列支敦斯登:
За ЛИХТЕНШТЕЙН:
POR LIECHTENSTEIN:

Heinrich Prinz VON LIECHTENSTEIN

FOR LUXEMBOURG:
POUR LE LUXEMBOURG:
盧森堡:
За Люксембург:
POR LUXEMBURGO:

M. STEINMETZ
2 février 1962

FOR MADAGASCAR:
POUR MADAGASCAR:
馬達加斯加:
За Мадагаскар:
POR MADAGASCAR:

FOR MALI:
POUR LE MALI:
馬利:
За Мали:
POR MALÍ:

FOR MEXICO:
POUR LE MEXIQUE:
墨西哥:
За Мексику:
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POUR MONACO:
摩納哥:
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За МАРОККО:
POR MARRUECOS:

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.

M. NORRISH
28th March 1962

FOR NICARAGUA:
POUR LE NICARAGUA:
尼加拉瓜:
За Никарагуа:
POR NICARAGUA:

FOR THE NIGER:
POUR LE NIGER:
奈及爾:
За Нигер:
POR EL NÍGER:

FOR NIGERIA:
POUR LA NIGÉRIA:
奈及利亞:
За Нигерию:
POR NIGERIA:

FOR NORWAY:
POUR LA NORVÈGE:
挪威:
За Норвегию:
POR NORUEGA:

Egil AMLIE

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FOR PAKISTAN:
POUR LE PAKISTAN:
巴基斯坦.
За Пакистан:
POR EL PAKISTÁN:

FOR PANAMA:
POUR LE PANAMA:
巴拿馬.
За Панаму:
POR PANAMÁ:

FOR PARAGUAY:
POUR LE PARAGUAY:
巴拉圭:
За Парагвай:
POR EL PARAGUAY:

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FOR PERU:
POUR LE PÉROU:
秘鲁:
За Перу:
POR EL PERÚ:

FOR THE PHILIPPINES:
POUR LES PHILIPPINES:
菲律宾.
За Филиппины:
POR FILIPINAS:

Roberto REGALA
Oct. 20, 1961

FOR POLAND:
POUR LA POLOGNE:
波蘭
За Польшу:
POR POLONIA:

FOR PORTUGAL.
POUR LE PORTUGAL.
葡萄牙:
За Португалию:
POR PORTUGAL.

FOR THE REPUBLIC OF KOREA:
POUR LA RÉPUBLIQUE DE CORÉE:
大韓民國:
За Корейскую Республику:
POR LA REPÚBLICA DE COREA:

Soo Young LEE
30 March 1962

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:

FOR ROMANIA:
POUR LA ROUMANIE:
羅馬尼亞:
За Румынию:
POR RUMANIA:

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.

FOR SOMALIA:
POUR LA SOMALIE:
索馬利亞:
За Сомали:
POR SOMALIA:

FOR SPAIN:
POUR L'ESPAGNE:
西班牙:
За Испанию:
POR ESPAÑA:

FOR THE SUDAN:
POUR LE SOUDAN:
蘇丹:
За Судан:
POR EL SUDÁN:

FOR SWEDEN:
POUR LA SUÈDE:
瑞典:
За Швецию:
POR SUECIA:

Z. PRZYBYSZEWSKI WESTRUP

FOR SWITZERLAND:
POUR LA SUISSE:
瑞士:
За Швейцарию:
POR SUIZA:

Paul RUEGGER

FOR TANGANYIKA:
POUR LE TANGANYIKA:

V. K. KYARUZI
27 February 1962

FOR THAILAND:
POUR LA THAÏLANDE:
泰國:
За Таиланд:
POR TAILANDIA:

FOR TOGO:
POUR LE TOGO:
多哥:
За Того:
POR EL TOGO:

FOR TUNISIA:
POUR LA TUNISIE:
突尼西亞:
За Тунис:
POR TÚNEZ:

FOR TURKEY:
POUR LA TURQUIE:
土耳其:
За Турцию:
POR TURQUÍA:

FOR THE UKRAINIAN SOVIET SOCIALIST REPUBLIC:
POUR LA RÉPUBLIQUE SOCIALISTE SOVIÉTIQUE D'UKRAINE:
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 SOUTH AFRICA:
POUR L'UNION SUD-AFRICAINE:
南非聯邦:
За Южно-Африканский Союз:
POR LA UNIÓN SUDAFRICANA:

FOR THE UNION OF SOVIET SOCIALIST REPUBLICS:
POUR L'UNION DES RÉPUBLIQUES SOCIALISTES SOVIÉTIQUES:
蘇維埃社會主義共和國聯邦:
За Союз Советских Социалистических Республик:
POR LA UNIÓN DE REPÚBLICAS SOCIALISTAS SOVIÉTICAS:

FOR THE UNITED ARAB REPUBLIC:
POUR LA RÉPUBLIQUE ARABE UNIE:
阿拉伯聯合共和國:
За Объединенную Арабскую Республику:
POR LA REPÚBLICA ARABE UNIDA:

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:

Patrick DEAN
December 11, 1961

TIAS 7502

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 AMERICA:

H. FREEMAN MATTHEWS
June 29, 1961

Warde M. CAMERON
March 23, 1962

FOR THE UPPER VOLTA:
POUR LA HAUTE-VOLTA:
上伏爾他.
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:
POR VENEZUELA:

FOR YEMEN:
POUR LE YÉMEN:
也門:
За Йемен:
POR EL YEMEN:

FOR YUGOSLAVIA:
POUR LA YOUGOSLAVIE:
南斯拉夫:
За Югославию:
POR YUGOESLAVIA:

Sous la réserve de ratification
Milan BARTOŠ

Lazar LILIĆ

I hereby certify that the foregoing text is a true copy of the Optional Protocol concerning the Compulsory Settlement of Disputes adopted by the United Nations Conference on Diplomatic Intercourse and Immunities, held at the Neue Hofburg in Vienna, Austria, from 2 March to 14 April 1961, the original of which is deposited with the Secretary-General of the United Nations.

Je certifie que le texte qui précède est la copie conforme du Protocole de signature facultative concernant le règlement obligatoire des différends adopté par la Conférence des Nations Unies sur les relations et immunités diplomatiques, qui s'est tenue à la Neue Hofburg, à Vienne (Autriche), du 2 mars au 14 avril 1961, Protocole dont le texte original est déposé auprès du Secrétaire général de l'Organisation des Nations Unies.

For the Secretary-General,
The Legal Counsel:

Pour le Secrétaire général,
Le Conseiller juridique:

United Nations, New York
20 March 1963

Organisation des Nations Unies, New York
20 mars 1963

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